TRACY CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, November 16, 2010, 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. Individuals addressing the Council should state their names and addresses for the record, and for contact information. "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. The five minute maximum time limit for each speaker applies to all "Items from the Audience." Any item not on the agenda, brought up by 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 citizens address the Council, speakers should be as specific as possible about their concerns. If several speakers 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 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.

Full copies of the agenda are available at City Hall, 333 Civic Center Plaza, the Tracy Public Library, 20 East Eaton Avenue, and on the City's website www.ci.tracy.ca.us

CALL TO ORDER
PLEDGE OF ALLEGIANCE
INVOCATION
ROLL CALL
PRESENTATIONS – Officer Chuck Baker – Al Trader Outstanding Service Award

1. CONSENT CALENDAR

A. Minutes Approval

B. Award a Construction Contract to Granite Construction of Watsonville, California, for the Holly Drive North of Grant Line Road Sidewalk Improvements - CIP 73119, Appropriate $32,000 from the Gas Tax Fund 245 and Authorize the Mayor to Execute the Contract

C. Approval of Amendment 3 to the Professional Services Agreement (PSA) with Bellecci and Associates, Inc., to Provide Professional Services for Revising and Completing the Plans, Specifications, and Cost Estimates for the Bus Stop Improvement Project, Phase II - CIP 77539 (Formerly Bus Stop Improvement Project, Phase I - CIP 77018 and 77021), and Authorization for the Mayor to Execute the Amendment

D. Award a Construction Contract to MCI Engineering Inc. of Stockton, California, for the South Area Well Demolition Project - CIP 75099A, Approve an Appropriation of Funds in the Amount of $36,125 from the Water Capital (Fund 513), and Authorize the Mayor to Execute the Contract

E. Authorize Amendment Six to the Professional Services Agreement with RBF Consulting, for the Ellis Specific Plan and Annexation Project

F. Authorization of an Agreement Between City of Tracy and Semitropic Water Storage District and its Improvement Districts for Participation in the Stored Water Recovery Unit for the Semitropic Water Banking and Exchange Program, Approval of a Negative Declaration and Authorization for the Mayor to Execute the Agreement

G. Authorization of Professional Services Agreements with Erler & Kalinowski, Inc. for Preparation of an Urban Water Management Plan Update and an Update of the Watershed Sanitary Survey and Authorization for the City Manager and Director of Public Works to Execute the Agreements

H. Authorization of a Supplemental Appropriation of $50,000 from the Wastewater Enterprise Fund for Legal Services Provided by Downey Brand

I. Authorization of a Professional Services Agreement with West Yost & Associates for Aquifer Storage and Recovery Demonstration Project and Authorization for the Mayor to Execute the Agreement

2. ITEMS FROM THE AUDIENCE

3. THAT COUNCIL DISCUSS AND ACCEPT THIS PRELIMINARY REPORT BY THE POLICE DEPARTMENT STAFF REGARDING THE CONDITIONS OF CRIMINAL CONDUCT AND QUALITY OF LIFE ISSUES RESIDENT OR PERCEIVED IN THE CENTRAL DOWNTOWN BUSINESS DISTRICT

4. INTRODUCTION OF AN ORDINANCE AMENDING SECTION 3.08.580, ARTICLE 12, OF THE TRACY MUNICIPAL CODE WHICH REGULATES THE ESTABLISHMENT OF SPECIAL SPEED ZONES

5. APPROVAL OF A TRAFFIC REPORT AND ALIGNMENT OF KAVANAGH AVENUE EXTENSION WEST OF CORRAL HOLLOW ROAD

6. SECOND READING AND ADOPTION OF ORDINANCE 1153 AN ORDINANCE OF THE CITY OF TRACY AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF TRACY AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM TO INCLUDE A SECOND TIER '2% AT 55 MODIFIED FORMULA AND THREE-YEAR FINAL COMPENSATION' BENEFIT FOR MISCELLANEOUS CLASSIFICATION PLAN EMPLOYEES HIRED AFTER DECEMBER 16, 2010

7. SECOND READING AND ADOPTION OF ORDINANCE 1154 AN ORDINANCE OF THE CITY OF TRACY, AMENDING THE ZONING MAP OF THE CITY OF TRACY BY RECLASSIFYING PROPERTY LOCATED ON THE SOUTH SIDE OF CARLTON WAY AND EAST AND WEST SIDES OF BESSIE AVENUE APPLICATION NUMBER R10-0002

8. APPROVE PURCHASE AND LEASE OPTION AGREEMENTS WITH GWF SOLAR II LLC, TO DEVELOP THE 200 ACRE CITY OWNED SCHULTE ROAD PROPERTY AS A SOLAR FARM; AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENTS; AND ADOPT A NEGATIVE DECLARATION

9. ITEMS FROM THE AUDIENCE

10. COUNCIL ITEMS

    A. <u>Decide whether Emergency Medical Service Fees should be Considered at this Meeting and, if so, Take Action to Rescind or Implement the Emergency Medical Fees Contained in Resolution No. 2009-117</u>

    B. <u>Appointment of City Council Subcommittee to Interview Applicants for a Vacancy on the Tracy Arts Commission</u>

11. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

November 3, 2010, 5:45 p.m.

Council Chambers, 333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Ives called the meeting to order at 6:03 p.m. for the purpose of a closed session to discuss the items outlined below.

2. ROLL CALL – Roll call found Council Members Abercrombie, Maciel, Tolbert, Mayor Pro Tem Tucker and Mayor Ives present.

3. ITEMS FROM THE AUDIENCE - None

4. CLOSED SESSION –

A. Personnel Matter (Gov. Code section 54957

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

Position Title(s): City Attorney

B. Real Property Negotiations (Gov. Code section 54956.8

1. Property Location:	City-owned Schulte Road Property (Two adjoining parcels located on the south side of West Schulte Road, approximately one mile west of Lammers Road; comprised of: APN#209-230-03; and APN#209-230-29)
Negotiator(s) for the City	Leon Churchill, City Manager, and Andrew Malik, Director of Development and Engineering
Negotiating Parties:	Representatives of GWF Energy II LLC
Under Negotiation:	Price and terms of payment for the sale or lease of the property

2. Property Location:	APN#213-070-68(generally in area of north side of Grant Line Road between MacArthur Drive and Chrisman Road)
Negotiator(s) for the City	Leon Churchill, City Manager; Dave Bramell, Division Chief, Fire Department; Kul Sharma, Assistant Director of Development and Engineering Services; Bill Sartor, Assistant City Attorney; and Germaine Friends, Interim Chief, Fire Department

Negotiating Parties: Velma C. Pimental or representative

Under Negotiation: Price and terms of payment for sale of a portion of the property

5. MOTION TO RECESS TO CLOSED SESSION – Council Member Abercrombie motioned to recess the meeting to closed session at 6:04 p.m. Council Member Maciel seconded the motion. Voice vote found all in favor; passed and so ordered.

6. RECONVENE TO OPEN SESSION – Mayor Ives reconvened the meeting into open session at 6:43 p.m.

7. REPORT OF FINAL ACTION – None.

8. ADJOURNMENT – It was moved by Council Member Abercrombie and seconded by Council Member Maciel to adjourn. Voice vote found all in favor; passed and so ordered. Time: 6:43 p.m.

The agenda was posted at City Hall on October 28, 2010.

_____
Mayor

ATTEST:

_____
City Clerk

November 16, 2010

AGENDA ITEM 1.B

REQUEST

AWARD A CONSTRUCTION CONTRACT TO GRANITE CONSTRUCTION OF WATSONVILLE, CALIFORNIA, FOR THE HOLLY DRIVE NORTH OF GRANT LINE ROAD SIDEWALK IMPROVEMENTS - CIP 73119, APPROPRIATE $32,000 FROM THE GAS TAX FUND 245 AND AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT

EXECUTIVE SUMMARY

Award of a construction contract (CIP 73119) for sidewalk improvements on Holly Drive North of Grant Line Road will facilitate construction of the missing portion of sidewalk for pedestrian accessibility to North Elementary School.

DISCUSSION

The scope of work of this project involves construction of approximately one block of new sidewalk on both sides of Holly Drive between Grant Line Road and Portola Way. Completion of this sidewalk will provide continuous sidewalk access to North Elementary School north of Grant Line Road.

In order to construct the sidewalk in the above location, additional rights-of-way had to be acquired from the fronting property owners since the existing street rights-of-ways were limited from curb to curb on both sides of Holly Drive. All necessary rights-of-ways have been secured after coordination with the property owners.

The plans and specifications were prepared in-house by engineering staff. The project was advertised for competitive bids on September 27 and October 4, 2010. Sixteen bids were received and publicly opened at 2:00 on October 14, 2010 with the following results:

Contractor	Total Bid
Granite Construction, Watsonville, CA	$55,885
Playscapes Construction, Tracy, CA	$56,500
MO/JAS Construction, Stockton, CA	$57,200
Garrett Thompson Construction, Modesto, CA	$57,900
NorCal Concrete, Suisun City, CA	$62,600
B&M Builders, Rancho Cordova, CA	$63,175
DRT Grading & Paving, Sunol, CA	$66,850
Quimu Contracting, Dixon, CA	$67,500
FBD Vanguard Construction, Livermore, CA	$68,925
Rolfe Construction, Atwater, CA	$73,000
Sposeto Engineering, Union City, CA	$73,605
Silicon Valley Paving, San Jose, CA	$74,375
JJR Construction, San Mateo, CA	$94,900
Diede Construction, Stockton, CA	$99,023

James Breneman, Walnut Creek, CA	$106,640
BC Construction, Ceres, CA	$113,138.19

Granite Construction is the lowest monetary bidder. Bid analysis indicates that their bid is “responsive” and the bidder is “responsible”. Granite Construction has good references and has completed similar projects for other public agencies. Based on available funds, it is recommended that the bid be awarded to Granit Construction of Stockton, CA, for $55,885.

The total construction cost of this project, if awarded to Granite Construction, is as follows:

Construction Bid	$55,885
Right-of-Way acquisition	$16,758
Planning and design	$12,300
Construction management, permits, inspection and design support	$ 4,000
Contingency (15%)	$ 8,400
City wide project management	$24,450
Total Construction Cost	$121,793
Project Budgeted Amount	$ 90,000

If the project is awarded to Granite Construction, construction of the project will commence in January 2011, with completion expected by the end of March 2011.

Due to extensive coordination and negotiations with the property owners for acquisition of rights-of-ways and city-wide project management, an appropriation of $32,000 from the Gas Tax Fund 245 is needed for construction of the project.

STRATEGIC PLAN

The agenda item is a routine operational item and is not related to the City Council’s Seven Strategic Plans.

FISCAL IMPACT

There will be no impact to the General Fund since the project is funded from the Gas Tax. An appropriation of $32,000 is needed from the Gas Tax Fund to complete this project.

RECOMMENDATION

That City Council award a construction contract for the Holly Drive Sidewalk Improvements Project - CIP 73119 to Granite Construction of Watsonville, CA, in the amount of $55,885 and approve an appropriation of $32,000 from Gas Tax Fund 245, and authorize the Mayor to execute the construction contract.

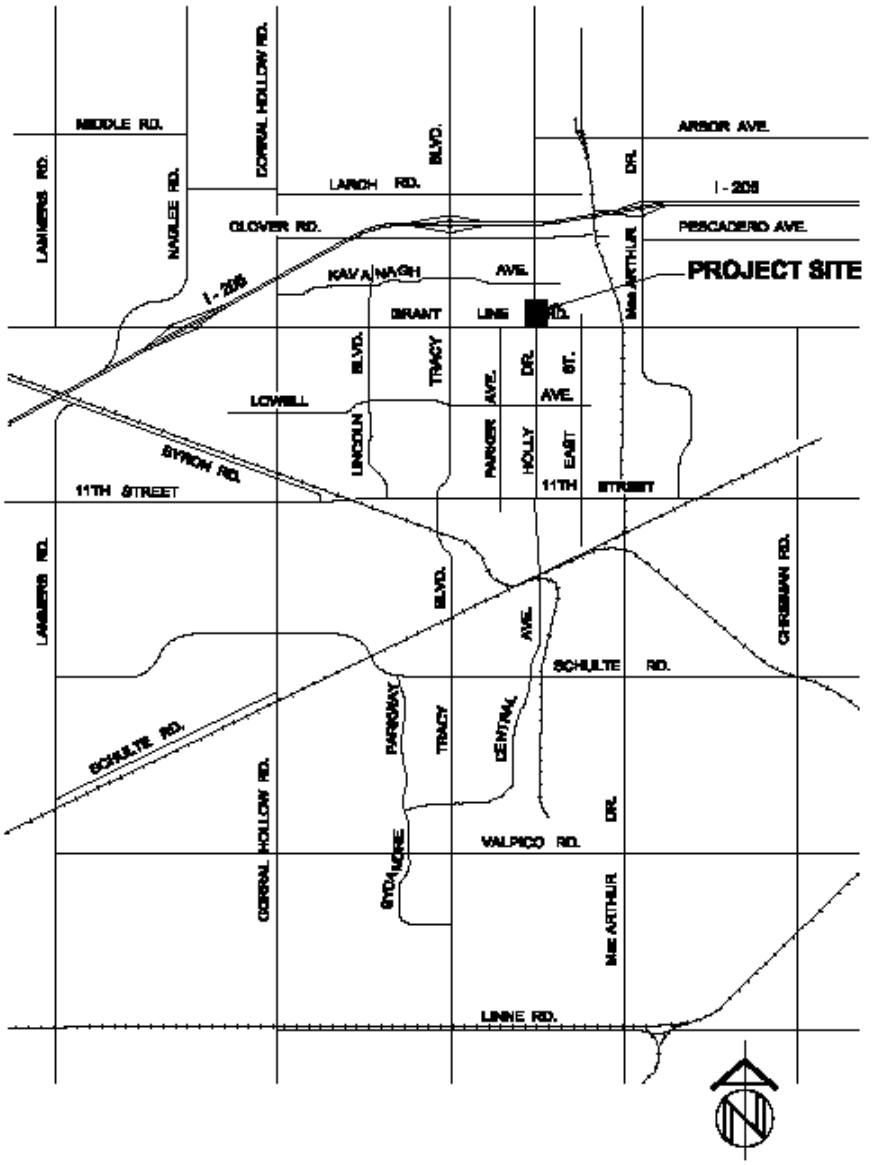
Prepared by: Zabih Zaca, Senior Civil Engineer

Reviewed by: Kuldeep Sharma, City Engineer

Approved by: Andrew Malik, Development and Engineering Services Director
Leon Churchill, Jr., City Manager

Attachment: Location Map

HOLLY DRIVE NORTH OF GRANT LINE ROAD SIDEWALK IMPROVEMENTS
CIP 73119



LOCATION MAP
(CITY OF TRACY)

RESOLUTION _____

AWARDING A CONSTRUCTION CONTRACT TO GRANITE CONSTRUCTION OF WATSONVILLE, CALIFORNIA, FOR THE HOLLY DRIVE NORTH OF GRANT LINE ROAD SIDEWALK IMPROVEMENTS - CIP 73119, APPROPRIATING $32,000 FROM THE GAS TAX FUND 245 AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT

WHEREAS, The scope of work of this project involves construction of approximately one block of new sidewalk on both sides of Holly Drive between Grant Line Road and Portola Way, and

WHEREAS, In order to construct the sidewalk in the above location, additional rights-of-way had to be acquired from the fronting property owners, and

WHEREAS, The project was advertised for competitive bids on September 27 and October 4, 2010, and sixteen bids were received and publicly opened on October 14, 2010, and

WHEREAS, Granite Construction was the lowest monetary bidder and the bid analysis indicates that their bid is “responsive” and the bidder is “responsible”, and

WHEREAS, The total construction cost of this project, if awarded to Granite Construction, is as follows:

Construction Bid	$55,885
Right-of-Way acquisition	$16,758
Planning and design	$12,300
Construction management, permits, inspection and design support	$ 4,000
Contingency (15%)	$ 8,400
City wide project management	$24,450
Total Construction Cost	$121,793
Project Budgeted Amount	$ 90,000

WHEREAS, Due to extensive coordination and negotiations with the property owners for acquisition of rights-of-ways and city-wide project management, an appropriation of $32,000 from the Gas Tax Fund 245 is needed, and

WHEREAS, There will be no impact to the General Fund since the project is funded from the Gas Tax. An appropriation of $32,000 is needed from the Gas Tax Fund to complete this project;

NOW, THEREFORE, BE IT RESOLVED, That City Council awards a construction contract for the Holly Drive Sidewalk Improvements Project - CIP 73119 to Granite Construction of Watsonville, CA, in the amount of $55,885 and approves an appropriation of $32,000 from Gas Tax Fund 245, and authorizes the Mayor to execute the construction contract.

* * * * * * * * * * * * * *

The foregoing Resolution 2010-___ was passed and adopted by the City of Tracy City Council on the 16th day of November, 2010 by the following vote:

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

_____
Mayor

ATTEST:

_____
City Clerk

November 16, 2010

AGENDA ITEM 1.C

REQUEST

APPROVAL OF AMENDMENT 3 TO THE PROFESSIONAL SERVICES AGREEMENT (PSA) WITH BELLECCI AND ASSOCIATES, INC., TO PROVIDE PROFESSIONAL SERVICES FOR REVISING AND COMPLETING THE PLANS, SPECIFICATIONS, AND COST ESTIMATES FOR THE BUS STOP IMPROVEMENT PROJECT, PHASE II - CIP 77539 (FORMERLY BUS STOP IMPROVEMENT PROJECT, PHASE I - CIP 77018 AND 77021), AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE AMENDMENT

EXECUTIVE SUMMARY

Approval of this amendment to the Professional Services Agreement (PSA) allows the consultant, Bellecci and Associates, Inc., to complete plans, specifications and cost estimates for Phase II of the Bus Stop Improvement Project – CIP 77539. The scope of work involves review of the original design plans for 39 bus stops, modify the original design of 18 bus stops and complete the design for 19 new bus stops. The need for review and modification of the original design and the design of 19 completely new bus stops is necessitated by receipt of Federal funding by the City from the American Recovery & Reinvestment Act (ARRA). The new design will provide additional bus shelters and bus turnouts in the City.

DISCUSSION

On November 1, 2005, the City Council by Resolution 2005-282, authorized a PSA with Bellecci & Associates, Inc., of Pleasanton, California, on a time and expenses basis, for an amount not to exceed $106,770 for professional services related to the Design of 107 Bus Stop Improvements - CIP 77018 and 77021. Subsequently, Amendments 1 and 2 to the PSA were approved to provide additional design services and design support services during construction for $41,755 and $10,000 respectively. The project was intended to be constructed in multiple phases as additional funding from various sources became available.

Out of the 107 bus stops originally designed, a total of 55 bus stops have been constructed and accepted by the City under Phase 1 of this project to meet minimum standards of the Americans with Disabilities Act (ADA). This work involved installation of 22 bus shelters, 55 benches and trash receptacles, and removal and replacement of sidewalks at existing bus stop locations.

Approval of American Recovery and Reinvestment Act funding in the amount of $1.7 million triggered Phase II of the bus stop project. Under the proposed PSA Amendment, the design of 39 bus stops out of the remaining 57 bus stops originally designed will require minimum review for changed site conditions. The design of the remaining 18 bus stops will be modified to add new bus shelters or change the location of bus stops. In addition, 19 new bus stops have been added to the scope of work to make the best

use of available ARRA funds. Out of these new 19 bus stops, and the remaining bus stops, 12 stops and 9 pull outs will be added to the project.

Staff is recommending that City Council authorize Amendment 3 to the PSA with Bellecci & Associates, Inc., for a not to exceed amount of $78,696 to complete improvement plans, construction documents, specifications, bid schedule, and engineer's estimate to complete phase II of the Bus Stop Improvement Project.

STRATEGIC PLAN

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

FISCAL IMPACT

There will be no fiscal impact to the General Fund. Funds for this project are provided by the American Recovery and Reinvestment Act (ARRA) under Federal Transportation Administration (FTA) currently available in CIP 77539, to cover the PSA amendment, and construction of this project.

RECOMMENDATION

That City Council, by resolution, approve Amendment 3 to the PSA with Bellecci & Associates, Inc., of Pleasanton, California, on a time and expenses basis for providing engineering services for designing the Bus Stop Improvement Project, Phase II at 79 bus stops for CIP 77539, in an amount not to exceed $78,696, and authorize the Mayor to execute the Amendment.

Prepared by: Khoder Baydoun, Associate Civil Engineer

Reviewed by: Kuldeep Sharma, City Engineer

Approved by: Andrew Malik, Development and Engineering Services Director
Leon Churchill, Jr., City Manager

CITY OF TRACY
AMENDMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT
DESIGN SERVICES FOR
BUS STOP IMPROVEMENT PROJECT, PHASE II
CIP 77539 (FORMERLY BUS STOP IMPROVEMENT, PHASE I, CIP 77018 & 77021)

This Amendment No. 3 (hereinafter "Amendment") to the Professional Services Agreement is made and entered into by and between the City of Tracy, a municipal corporation (hereinafter "City"), and Bellecci & Associates, Inc. a California Corporation, (hereinafter "CONSULTANT").

RECITALS

A. CONSULTANT services are needed related to revising and updating the plans for the remaining 57 bus stops on the original list of 112 bus stops and the design of additional 22 new bus stops for the Bus Stop Improvement Project, Phase II (PROJECT)

B. As approved by the City Council on November 1, 2005, CITY entered into a Professional Services Agreement with the CONSULTANT for Professional Consulting Services to design all 112 bus stops pursuant to Resolution No. 2005-282 ("Agreement").

C. On July 17, 2007, pursuant to Resolution No. 2007-160, the City Council approved Amendment No. 1, authorizing the Consultant, Bellecci and Associates to perform additional design work for the Phase I of the project.

D. The bus stop construction of the first 55 bus stops on the list of 112 bus stops for phase I was completed and accepted by the City on February 17, 2009. The design of the remaining 57 bus stops from the list is complete; however, due to the availability of additional fund, staff has selected to upgrade the design of 12 of these bus stops by adding bus shelters to the original bus stop design and 11 new bus pullouts (five major and 6 minor pullouts). Also, further field investigation of the remaining bus stops is necessary to verify any changes in the prevailing conditions. As such, the Consultant needs to update the design to match these conditions.

E. At the request of CITY, in September 23, 2010, CONSULTANT submitted a proposal to perform services described in this Amendment. After negotiations between CITY and CONSULTANT, the later reduced the contract fee an average unit price reduction of 37% over the last fee for Phase I and the parties have reached an agreement for the performance of services with the terms set forth in this Amendment.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Incorporation by Reference.** This Amendment hereby incorporates by reference all terms and conditions set forth in the Agreement, unless specifically modified by this Amendment. All terms and conditions set forth in the Agreement which are not specifically modified by this Amendment shall remain in full force and effect.

2. **Terms of Amendment:**

   A. The following language shall be added to Paragraph 1 of the Agreement.

   CONSULTANT shall perform the tasks described in Exhibit "A" attached hereto and incorporated herein by reference.

   The services shall be performed by, or under the direct supervision of, CONSULTANT's Authorized Representative: **Daniel C. Leary.** CONSULTANT shall not replace its Authorized Representative, nor shall CONSULTANT replace any of the personnel listed in Exhibit "B," of the Agreement, nor shall CONSULTANT use any subcontractors or subconsultants, without the prior written consent of the CITY.

   B. The following language shall be added to Section 5.1 of paragraph 5 of the Agreement.

   In addition, for services performed by CONSULTANT in accordance with Amendment No. 3, CITY shall pay CONSULTANT on a time and expense basis, at the billing rates set forth in Exhibit "C," of the Agreement incorporated herein by reference. CONSULTANT's fee for this Amendment No. 3 is Not to Exceed SEVENTY EIGHT THOUSAND SIX HUNDRED NINETY SIX DOLLARS ($78,696). CONSULTANT's billing rates shall cover all costs and expenses of every kind and nature for CONSULTANT's performance of this Agreement. No work shall be performed by CONSULTANT in excess of the Not-To-Exceed amount without the prior written approval of the CITY. Compensation for the optional services to be done by the CONSULTANT under this Amendment No. 3 shall be as described in Exhibit "A".

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

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

5. **Signatures.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the Subdivider and the City. This Amendment shall inure to the benefit of and be binding upon the parties thereto and their respective successors and assigns.

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

CITY OF TRACY

By: _____
Brent H. Ives
Title: Mayor
Date: _____

CONSULTANT
Bellecci and Associates, Inc.

By: _____
Daniel C. Leary
Title: ~~President~~ Principal
Date: 10-28-10
Fed. Employer ID No.
69-0229035

Attest:

By: _____
Sandra Edwards
Title: City Clerk
Date: _____

By: _____
Frank Bellecci
Title: Chief Financial Officer
Date: 10-27-10

Approved as to form

By: _____
Daniel G. Sodergren
Title: City Attorney
Date: _____

EXHIBIT "A"

SCOPE OF SERVICES

Bellecci & Associates, Incorporated ("CONSULTANT") will provide civil engineering and land surveying services to the City of Tracy ("CITY") for the Bus Stops Project – Phase 2 ("PROJECT"). Listed below is the detailed scope of work and budget.

Task 1: Site Fix Verifications: $ 6,656

"CONSULTANT" will visit 79 bus stop sites to review the case details proposed. The time allowance for the site visits and travel time is 15 sites per 7 hour field day. After visiting each site "CONSULTANT" will note abnormalities and existing field conditions in the way of the bus stop improvements, such as utility boxes to share with the City. "CONSULTANT" will revisit Select Sites with City. The budget allows for1.5 days to revisit the selected sites with the City.

Task 2: Previous Sites + Sites with Typical Details + Index Sheet: $ 6,540

The "previous sites" are the bus stops that were evaluated and drawn onto the Phase 2 Bus Stop Plans prepared by Bellecci & Associates in 2008 ("Previous Plans"). These sites were reviewed during the Phase 1 Bus Stops project. "CONSULTANT" will prepare the project borders, revise the dates, and revise the detail references for previous sites. This requirement will also apply to Sites 72 & 73. The index sheet will be updated to only include the relevant sites. There are 49 previous sites which are the earlier cases that have no design or case detail changes required on the plans.

"CONSULTANT" will change Cases for 12 previous Sites due to the addition of Shelters. The 12 case changes will apply to a Case Detail already provided on the "Previous Plans". In addition, "CONSULTANT" will show 19 new sites on the Index Sheet, and label them to match the appropriate Case Detail as drawn on the "Previous Plans". The 19 new sites will conform to the bus stop request list prepared by the City. CONSULTANT" will add the New Pullout Sites to the Index Sheet.

Task 3: New Pullout Surveys and Base Map (Five): $ 8,500

"CONSULTANT" will survey and prepare a Base Map for Major Pullout sites. The field surveying will include; establishing local control point at N10,000 E 10,000, Elev 100 and surveying within the limits of the bus stop of face of curb, gutter, back of walk, street lights, power poles, signs, trees, outside lane line, bike lane, joint trench boxes, and other visible surface features. After the field

surveying is completed, "CONSULTANT" will prepare a site base map in CAD along with north arrow, elevations, topographic survey points at the survey locations described above, and line work for the concrete and stripe.

Task 4: Design for Pullouts: $22,500

"CONSULTANT" will design five Major Pullouts. "CONSULTANT" will prepare a Demolition Plan and Improvement/Grading Plan. The Demolition Plan will show the limits of sidewalk and street removal, impacted landscape areas, trees to be protected, limits of curb and gutter to be determined, street lights to be protected. The Improvement/Grading Plan will show the conform elevations, back of walk elevations, flow line of gutter elevations, new paving, limits of new sidewalk, shelter, trash receptacle, sign, and bench. Utility boxes will be show to be relocated by others. There will be two plan sheets for each pullout.

Task 5: Design for Minor Pullouts (6 sites with 2 cases): $ 5,000

"CONSULTANT" will design Minor Pullouts (assume 2 typical detail for 6 sites). The Minor pullouts are locations where the bus stop area will extend into the bike lane. The Minor Pullouts are locations where the width of the existing sidewalk can accommodate the depth of the pullout plus the depth required for shelter, pad, etc. For these minor pull-outs City will allow a 22' minimum dimension from the outside lane line to the face of curb on the pullout. Therefore the outside lane at the pullout will be 10' wide to allow for a 12' wide pullout and bike lane. The typical case detail will be general to fit the six sites, with performance spec notes to the contractor.

Task 6: Revise Specs: $ 3,900

"CONSULTANT" will change Case Numbers in Technical Specs and update Lump Sum Pay Clauses. "CONSULTANT" will add Lump Sum Specs for each New Case Detail. There for there will be no pay clauses for three new cases, which include: a) 1 for shelter with no pullout, and b) 2for the minor pullouts. "CONSULTANT" will add Specs for Major Pullouts (5 New LS Pay Items per Plans). "CONSULTANT" will update Bid Form of LS items.

Total Budget for Basic Services = $53,096

Optional Services: $25,600

Each task requires specific written authorization from City

- OS1 - Allowance to move 6 sites - not pull outs ($400 each)
  $2,400
- OS2 - Allowance to change case for 5 sites - not pull outs ($400 each)
  $2,000
- OS3 - Allowance to resurvey site (1 each at $1700 each)
  $1,700
- OS4 - Allowance for Construction Support (T & M) $7,000
- OS5 - Allowance to convert 1 minor pullout (case detail) into 1 major pullout $4,000
- OS6 - Allowance to move one pullout site after first submittal
  $3,000
- OS7- Allowance to change geometry for one pullout site after first submittal
  $3,000
- OS8 - Allowance to prepare a new Case Detail
  $2,500

Total Budget for Basic and optional Services = $78,696

The scope of work for this project is to provide professional expertise and resources needed to achieve the City of Tracy's goal of improving existing bus stop locations, including improving the ADA access, adding bus shelters, and new bus pullouts at various locations throughout the city.

Exclusions

Listed below are items not included in the Base Services. The services below are provided in the optional services:

- move bus stop sites
- change case numbers for sites
- resurvey a bus stop site
- construction support/addendum
- convert minor pullout into 1 major pullout
- move pullout site after first submittal
- change geometry for pullout site after first submittal
- prepare a additional Case Detail

Schedule of Work

Task 1: Site Fix Verifications:
(4 weeks from Notice to Proceed (NTP))

Task 2: Previous Sites + Sites with Typical Details + Index Sheet:
(3 weeks after Task 1)

Task 3: New Pullout Surveys and Base Map (Five):
(4 weeks from NTP)

Task 4.1: Design for Pullouts – 1st submittal:
(4 weeks after Task 3 and City approval of Task 1)

Task 4.2: Design for Pullouts – 2nd submittal:
(4 weeks after City Comments)

Task 5.1: Design for Minor Pullouts (6 sites with 2 cases) - 1st submittal:
(4 weeks after Task 3 and City approval of Task 1)

Task 5.2: Design for Minor Pullouts (6 sites with 2 cases) – 2nd submittal:
(4 weeks after City Comments)

Task 6.1: Revise Specs- 1st submittal:
(4 weeks after Task 3 and City approval of Task 1)

Task 6.2: Revise Specs- 2nd submittal:
(4 weeks after City Comments)

Deliver signed Plans & Specs: (3 days after 6.2)

End of Exhibit "A"

EXHIBIT "B"

CONSULTANT TEAM

Project Manager/ Principal:	Daniel Leary, PE
Project Engineer 1:	Kenneth Ma Manny Abucay Mandy Basco
Assistant Engineer:	Brandon Soloff
Clerical:	Erin Ide
Licensed Civil Engineer:	Anoop Admal, PE
Senior Engineer/QA-QC:	Severin Ott, PE

End of Exhibit "B"

EXHIBIT "C"

HOURLY RATES, DUTIES, AND QUALIFICATIONS OF DESIGN TEAM

Job Class	Duties	Name	Credentials	Years Experience	Rate
Project Manager/ Principal	Scope of work, schedule, budget, meetings, final design decisions, verifying work progress, coordination	Dan Leary	PE, MBA, LEED AP	22	$150
Project Engineer 1	CAD Design work, site visits, implement details, draft specs, estimates, coordination of day-to-day deliverables	Ken Ma	EIT, BSCE	8	$130
		Manny Abucay	EIT, BSCE	5	$130
		Mandy Basco	EIT, BSCE	25+	$130
Associate Engineer	CAD drafting	Brandon Soloff	CAD Tech	6	$125
Clerical	Specs, correspondence	Erin Ide	Admin	6	$50
Licensed Civil Engineer	Final specs, line work for details, answer staff questions, coordination of design issues	Anoop Admal	PE	6	$130
Senior Engineer/ QA-QC	Plan review, in-house design discussions	Severin Ott	PE	25+	$140
Field Survey Crew	Field surveying	Dave Mc Murdo	Journeyman Party Chief	18	$190
Office surveyor	Coordinate crews, survey CAD files	Alex Fong	LSIT	20	$130

Discounting Hourly Rates from Phase I of the Project:

Engineering & Planning Services	Standard Rates	Project Rates	Discount %
Principal	$196	**$150**	23%
Senior Civil Engineer/Professional Engineer	$170	**$140**	18%
Project Engineer	$164	**$130**	21%
Associate Engineer	$132	**$125**	5%
Clerical	$60	**$50**	17%
Land Surveying Services			
Professional Land Surveyor	$164	**$140**	15%
Office Survey	$148	**$130**	12%
Flag Person	$84	**$65**	23%
1-Man Crew	$140	**$130**	7%
2-Man Survey Party	$216	**$190**	12%

End of Exhibit "C"

RESOLUTION _____

APPROVING AMENDMENT 3 TO THE PROFESSIONAL SERVICES AGREEMENT (PSA) WITH BELLECCI AND ASSOCIATES, INC., TO PROVIDE PROFESSIONAL SERVICES FOR REVISING AND COMPLETING THE PLANS, SPECIFICATIONS, AND COST ESTIMATES FOR THE BUS STOP IMPROVEMENT PROJECT, PHASE II - CIP 77539 (FORMERLY BUS STOP IMPROVEMENT PROJECT, PHASE I - CIP 77018 AND 77021), AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT

WHEREAS, On November 1, 2005, the City Council by Resolution 2005-282, authorized a PSA with Bellecci & Associates, Inc., of Pleasanton, California, on a time and expenses basis, for an amount not to exceed $106,770 for professional services related to the Design of 107 Bus Stop Improvements - CIP 77018 and 77021, and

WHEREAS, Subsequently, Amendments 1 and 2 to the PSA were approved to provide additional design services and design support services during construction for $41,755 and $10,000 respectively, and

WHEREAS, Approval of American Recovery and Reinvestment Act funding in the amount of $1.7 million triggered Phase II of the bus stop project, and

WHEREAS, Amendment 3 to the PSA with Bellecci & Associates, Inc., is for a not to exceed amount of $78,696, to complete improvement plans, construction documents, specifications, bid schedule, and engineer's estimate, and

WHEREAS, There will be no fiscal impact to the General Fund. Funds for this project are provided by the American Recovery and Reinvestment Act (ARRA) under Federal Transportation Administration (FTA) currently available in CIP 77539, to cover the PSA amendment, and construction of this project;

NOW, THEREFORE, BE IT RESOLVED, That City Council approves Amendment 3 to the PSA with Bellecci & Associates, Inc., of Pleasanton, California, on a time and expenses basis for providing engineering services for designing the Bus Stop Improvement Project, Phase II at 79 bus stops for CIP 77539, in an amount not to exceed $78,696, and authorizes the Mayor to execute the Amendment.

* * * * * * * * * * * * * *

The foregoing Resolution 2010-___ was passed and adopted by the City of Tracy City Council on the 16th day of November, 2010 by the following vote:

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

_____
Mayor

ATTEST:

_____
City Clerk

November 16, 2010

AGENDA ITEM 1.D

REQUEST

AWARD A CONSTRUCTION CONTRACT TO MCI ENGINEERING INC. OF STOCKTON, CALIFORNIA, FOR THE SOUTH AREA WELL DEMOLITION PROJECT - CIP 75099A, APPROVE AN APPROPRIATION OF FUNDS IN THE AMOUNT OF $36,125 FROM THE WATER CAPITAL (FUND 513), AND AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT

EXECUTIVE SUMMARY

The South Area Well has been abandoned for more than 15 years and is not part of the City's water supply and distribution network. This project involves demolition of the well building and structures, materials, and equipment. Taking the buildings and structures down will address issues of graffiti and prevent vandalism.

DISCUSSION

Demolition of the Tidewater Well and the South Area Well is part of the scope of work of the approved Capital Improvement Project 75099. The demolition of the Tidewater Well (located within the Boyd Service Center) was awarded under a separate construction contract and the work has been completed. This project, CIP 75099A, involves demolition of the South Area Well.

The South Area Well was constructed in the 1960's by developers to serve local industrial development on Valpico Road in San Joaquin County. The well is located north of Valpico Road, south of Central Avenue and the storm channel. It was a stand-alone water supply including a well, engine driven pump, water storage tank and pond. This development area has since been annexed to the City and connected to the City water system. The South Area Well and facilities were initially dedicated to the City and were abandoned after the Industrial Area was connected with the City water system. The well had a high concentration of arsenic and was closed in accordance with State standards (filled with concrete). The well building is prone to graffiti and vandalism due to its remote location.

The scope of work for this project includes demolition of the existing well building, water pump house, water storage tank, piping, electrical and mechanical equipment, and all related items. The scope of work also includes removal of asbestos materials, site restoration and cleanup. The South Area Well is located on Valpico Road in the City of Tracy.

The project specifications were prepared in-house by engineering staff in consultation with the Public Works Utility Division. The project was advertised for competitive bids on September 15, and September 22, 2010. Four bids were received for the project and publicly opened on October 13, 2010, with the following results:

Contractor	Base Bid	Additive Bid
MCI Engineering, Inc.	$43,675	$19,200
Wardcon Construction	$60,550	$32,500
California Professional Builders	$112,400	$35,000
ProVen Management, Inc	$557,700	$120,077

MCI Engineering, Inc., of Stockton, California, is the lowest monetary bidder. The bid analysis indicates that the lowest bid is "responsive" and the bidder is "responsible". MCI Engineering has the appropriate contractor's license in active standing with the State and has completed numerous similar projects with the City of Tracy and other public agencies.

In addition to the base bid items, the project was advertised with an additive bid item containing additional work for removing the building foundation and concrete slab. It is recommended that the construction contract be awarded to MCI Engineering Inc., for the base bid amount and additive bid item A1. The total estimated construction cost of this project, if awarded to MCI Engineering, Inc., is as follows:

	Base Bid	Additive A1	Total
Construction Bid	$43,675	$19,200	$62,875
Construction Management and Inspection	$2,200	0	$2,200
Contingency	$6,500	0	$6, 500
Total Construction Cost	$52,375		$71,575
Design Cost	$2,500	0	$2,500
City wide Project Management	$7,050	0	$7,050
Total Project Cost (Construction + Design)	$61,925		$81,125

If the project is awarded to MCI Engineering, Inc., construction of the project will commence in December 2010 with completion expected by the end of January 2011.

STRATEGIC PLAN

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

FISCAL IMPACT

There will be no fiscal impact to the General Fund. After completion of the Tidewater Well demolition, $45,000 is still available in CIP 75099. A supplemental appropriation of $36,125 is required from the Water Capital (F513) Fund. It is the City's best interest to complete this project now to eliminate graffiti and vandalism problems.

RECOMMENDATION

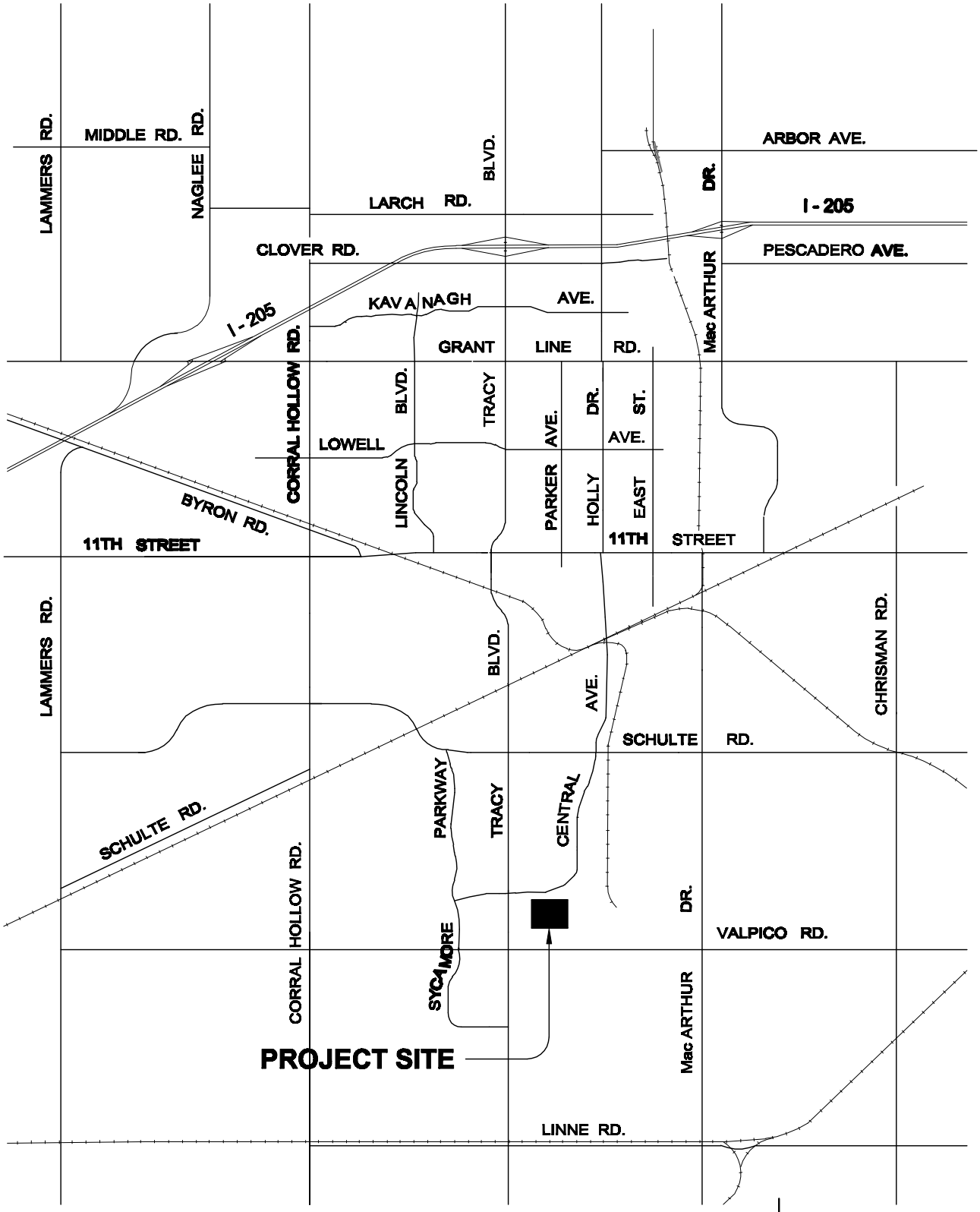
That City Council, by resolution, award a construction contract to MCI Engineering, Inc. of Stockton, California, in the amount of $62,875 (Base Bid and Additive A1) for the South Area Well Demolition (CIP 75099a), approve the appropriation of funds in the amount of $36,125 from the Water Capital Fund (F513), and authorize the Mayor to execute the contract.

Prepared by: Dan Pangilinan, Assistant Civil Engineer

Reviewed by: Kuldeep Sharma, City Engineer

Approved by: Andrew Malik, Development and Engineering Services Director
Leon Churchill, Jr., City Manager

Attachment: Location Map



LOCATION MAP

(CITY OF TRACY)

RESOLUTION _____

AWARDING A CONSTRUCTION CONTRACT TO MCI ENGINEERING INC. OF STOCKTON, CALIFORNIA, FOR THE SOUTH AREA WELL DEMOLITION PROJECT - CIP 75099A, APPROVING AN APPROPRIATION OF FUNDS IN THE AMOUNT OF $36,125 FROM THE WATER CAPITAL (FUND 513), AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT

WHEREAS, Demolition of the Tidewater Well and the South Area Well is part of the scope of work of the approved Capital Improvement Project 75099, and

WHEREAS, CIP 75099A, involves demolition of the South Area Well, and

WHEREAS, The scope of work for this project includes demolition of the existing well building, water pump house, water storage tank, piping, electrical and mechanical equipment, and all related items, and

WHEREAS, The project was advertised for competitive bids on September 15, and September 22, 2010, and

WHEREAS, MCI Engineering, Inc., of Stockton, California, was the lowest monetary bidder and the bid analysis indicates that the lowest bid is “responsive” and the bidder is “responsible”, and

WHEREAS, The project was advertised with an additive bid item containing additional work for removing the building foundation and concrete slab, and

WHEREAS, The total estimated construction cost of this project, if awarded to MCI Engineering, Inc., is as follows:

	Base Bid	Additive A1	Total
Construction Bid	$43,675	$19,200	$62,875
Construction Management and Inspection	$2,200	0	$2,200
Contingency	$6,500	0	$6, 500
Total Construction Cost	$52,375		$71,575
Design Cost	$2,500	0	$2,500
City wide Project Management	$7,050	0	$7,050
Total Project Cost (Construction + Design)	$61,925		$81,125

Whereas, There will be no fiscal impact to the General Fund. After completion of the Tidewater Well demolition, $45,000 is still available in CIP 75099. A supplemental appropriation of $36,125 is required from the Water Capital (F513) Fund;

NOW, THEREFORE, BE IT RESOLVED, That City Council awards a construction contract to MCI Engineering, Inc. of Stockton, California, in the amount of $62,875 (Base Bid and Additive A1) for the South Area Well Demolition (CIP 75099a), approve the appropriation of funds in the amount of $36,125 from the Water Capital Fund (F513), and authorize the Mayor to execute the contract.

* * * * * * * * * * * * * *

The foregoing Resolution 2010-___ was passed and adopted by the City of Tracy City Council on the 16th day of November, 2010 by the following vote:

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

_____
Mayor

ATTEST:

_____
City Clerk

November 16, 2010

AGENDA ITEM 1.E

REQUEST

AUTHORIZE AMENDMENT SIX TO THE PROFESSIONAL SERVICES AGREEMENT WITH RBF CONSULTING, FOR THE ELLIS SPECIFIC PLAN AND ANNEXATION PROJECT

EXECUTIVE SUMMARY

This request is to approve Amendment 6 to the Professional Services Agreement with RBF Consulting to complete the environmental review for a proposed amendment to the Ellis Specific Plan project.

DISCUSSION

Contract History

On September 16, 2003, the City Council approved the Professional Services Agreement (PSA) and Scope of Work with RBF Consulting to undertake a Supplemental Environmental Impact Report (SEIR) for the South Schulte Specific Plan (Resolution 2003-326). The scope of work included environmental analysis for the area known as "Ellis". The PSA was amended (Amendment 1) on June 1, 2004, by City Council resolution 2004-162, to expand the work to complete a SEIR. Work progressed to complete the analyses in water supply and traffic, but was put on hold at the request of the proponents of the development, until completion of the General Plan Update.

City Council approved PSA Amendment 2 on July 18, 2006, by Resolution 2006-167, to expand the analyses and to complete a full Environmental Impact Report (EIR).

City Council approved PSA Amendment 3 on August 7, 2007, to allow for additional work in traffic modeling, air quality modeling, and alternatives analysis.

City Council approved PSA Amendment 4 on February 19, 2008, to cover costs associated with re-issuing a Notice of Preparation, a revised project description, addition of a project alternative to the analysis, inclusion of program level alternatives, reformatting the document to include a two-tiered document with both programmatic level of environmental review and project level of review, additional sewer capacity analyses, additional Phase 1 environmental review, and meetings.

City Council approved PSA Amendment 5 with RBF consulting to cover the costs associated with preparing the annexation application to the San Joaquin County Local Agency Formation Commission (LAFCo), which totaled $26,580. The process involved pre-application meetings with LAFCo staff, preparation of the application, legal descriptions, report preparation and hearings.

Current Request

Surland Companies is in the process of submitting an application to amend the Ellis Specific Plan to include a proposed addition of 94-acres to the north. This proposed amendment will require environmental review, and likely the preparation of a Supplemental Environmental Impact Report (SEIR).

Current Status of the Ellis Project

Annexation documents will be filed with LAFCo upon completion of the City's Sphere of Influence approval at LAFCo, which is anticipated to occur in early 2011. A Vesting Tentative Subdivision Map and a Finance and Implementation Plan (FIP) are in the early stages of preparation by Surland Companies and review by City staff.

STRATEGIC PLAN

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

FISCAL IMPACT

There will be no impact to the General Fund. City Council approved a Reimbursement Agreement with Surland Companies on August 5, 2003 to cover the costs of staff time and consultant work related to the Ellis Specific Plan Project (Resolutions 2003-276 and 2004-163). RBF Consulting was selected to prepare environmental documents for the Ellis project after a Request for Proposal process.

RECOMMENDATION

Staff recommends that City Council, by resolution, authorize Amendment 6 to Professional Services Agreement with RBF Consulting in the amount of $143,878, and authorize the Mayor to execute the Amendment.

Prepared by: Bill Dean, Assistant DES Director

Approved by: Andrew Malik, Development and Engineering Services Director
Leon Churchill, Jr., City Manager

CITY OF TRACY
AMENDMENT NO. 6 TO PROFESSIONAL SERVICES AGREEMENT FOR THE ELLIS SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT

This Amendment No. 6 (hereinafter "Amendment") to the **PROFESSIONAL SERVICES AGREEMENT FOR THE ELLIS SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT** is made and entered into by and between the City of Tracy, a municipal corporation (hereinafter "City"), and **RBF Consulting, Inc.** (hereinafter "CONSULTANT").

RECITALS

A. The City and **CONSULTANT** entered into a **PROFESSIONAL SERVICES AGREEMENT** (hereinafter "Agreement") for the **ELLIS SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT** which was approved by the City Council on September 16, 2003, pursuant to Resolution No. 2003-326.

B. WHEREAS, on June 1, 2004 City Council authorized Amendment Number 1 to this Agreement pursuant to City Council Resolution 2004-162 to expand the work to complete the SEIR, and

C. WHEREAS, on July 18, 2006 City Council authorized Amendment Number 2 to this Agreement pursuant to Resolution No. 2006-167 in order to augment the Scope of Work to include additional work to conduct additional analyses for the Ellis Specific Plan EIR, and

D. WHEREAS, on August 7, 2007 City Council approved Amendment Number Three to this Agreement, pursuant to Resolution Number 2007-189 in order to augment the Scope of Work to include additional analysis in the areas of traffic modeling, air quality impact analysis, and alternatives analysis, and

E. WHEREAS, on February 19, 2008, City Council approved Amendment Number Four to this Agreement, pursuant to Resolution No. 2008-026 in order to augment the Scope of Work to include additional work associated with re-issuing a Notice of Preparation, a revised project description, addition of a project alternative to the analysis, inclusion of program level alternatives, reformatting the document to include a two-tiered document with both programmatic level of environmental review and project level of review, additional sewer capacity analyses, additional Phase 1 environmental review, and meetings, and

F. WHEREAS, on May 5, 2009 City Council approved Amendment Number Five to this Agreement in order to augment the scope of work to include additional work associated with preparing annexation documents for processing by the Local Agency Formation Commission (LAFCo)

G. WHEREAS, on December 16, 2008, City Council certified the Ellis Specific Plan EIR

H. WHEREAS, Surland Companies is in the process of submitting an application to amend the Ellis Specific Plan to add and incorporate 90 acres to the north, and

I. WHEREAS, the proposed amendment will first require environmental review and the assistance of the City's Ellis Specific Plan environmental consultant,

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Incorporation By Reference.** This Amendment hereby incorporates by reference all terms and conditions set forth in the Agreement, unless specifically modified by this Amendment. All terms and conditions set forth in the Agreement which are not specifically modified by this Amendment shall remain in full force and effect.

2. **Terms of Amendment.** For services performed by CONSULTANT in accordance with this Amendment, CITY shall pay CONSULTANT on a time and expense basis, at the billing rates set forth in Exhibit "A," attached hereto and incorporated herein by reference. CONSULTANT's fee for this Amendment is Not To Exceed $143,878. CONSULTANT's billing rates shall cover all costs and expenses of every kind and nature for CONSULTANT's performance of this Agreement. No work shall be performed by CONSULTANT in excess of the Not To Exceed amount without the prior written approval of the CITY.

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

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

5. **Signatures.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the Subdivider and the City. This Amendment shall inure to the benefit of and be binding upon the parties thereto and their respective successors and assigns.

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

CITY OF TRACY

By: _____
Brent H. Ives
Title: Mayor
Date: _____

Attest:

By: _____
Sandra Edwards
Title: City Clerk
Date: _____

Approved as to form

By: _____
Daniel G. Sodergren
Title: City Attorney
Date: _____

RBF CONSULTING, INC.

By: _____
Laura Worthington-Forbes
Title: Vice President
Date: 11-9-10

RBF CONSULTING, INC.

By: _____
Douglas J. Frost
Executive VP and CFO
Date: November 9, 2010

RESOLUTION _____

AUTHORIZING AMENDMENT SIX TO THE PROFESSIONAL SERVICES AGREEMENT WITH RBF CONSULTING, FOR THE ELLIS SPECIFIC PLAN AND ANNEXATION PROJECT

WHEREAS, On September 16, 2003, the City Council approved the Professional Services Agreement and Scope of Work with RBF Consulting to undertake a Supplemental Environmental Impact Report for the South Schulte Specific Plan, and

WHEREAS, Surland Companies is in the process of submitting an application to amend the Ellis Specific Plan to include a proposed addition of 94-acres to the north, and

WHEREAS, This amendment will require environmental review, and likely the preparation of a Supplemental Environmental Impact Report, and

WHEREAS, There will be no impact to the General Fund. City Council approved a Reimbursement Agreement with Surland Companies on August 5, 2003;

NOW, THEREFORE, BE IT RESOLVED, That City Council approves Amendment 6 to Professional Services Agreement with RBF Consulting in the amount of $143,878, and authorizes the Mayor to execute the Amendment.

* * * * * * * * * * * * * *

The foregoing Resolution 2010-___ was passed and adopted by the City of Tracy City Council on the 16th day of November, 2010 by the following vote:

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

_____
Mayor

ATTEST:

_____
City Clerk

November 16, 2010

AGENDA ITEM 1.F

REQUEST

AUTHORIZATION OF AN AGREEMENT BETWEEN CITY OF TRACY AND SEMITROPIC WATER STORAGE DISTRICT AND ITS IMPROVEMENT DISTRICTS FOR PARTICIPATION IN THE STORED WATER RECOVERY UNIT FOR THE SEMITROPIC WATER BANKING AND EXCHANGE PROGRAM, APPROVAL OF A NEGATIVE DECLARATION AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE AGREEMENT

EXECUTIVE SUMMARY

Water banking with the Semitropic Water Storage District is a key component to adding reliability to the City's water supplies. For City Council consideration is the agreement for the City to participate in the Semitropic Water Bank and consideration for the adoption of a Negative Declaration in conformance with the California Environmental Quality Act (CEQA) for the project.

DISCUSSION

The City has established a diverse portfolio of water supplies. These include: a contract with the US Bureau of Reclamation (Bureau) with urban reliability, two Bureau contracts with agricultural reliability (West Side Irrigation District and Banta Carbona Irrigation District assignments), groundwater, and Stanislaus River water from the South San Joaquin Irrigation District. Anticipated future supplies include Delta water rights water from the Byron Bethany Irrigation District, additional Bureau water, as well as recycled water.

Reliability varies with each of these supplies. Factors affecting reliability include: annual precipitation, snow pack, reservoir capacity, conveyance capacity limitations due to endangered species, and unanticipated problems such as levee failure causing saltwater intrusion into the Delta.

Storage provides a means to increase reliability by storing water in the wet years for use during the dry years. The City is pursuing aquifer storage and recovery (ASR). ASR is the process of injecting treated drinking water into the groundwater aquifers under Tracy. The water remains there until needed. Uncertainties by State regulators regarding permitting ASR projects have caused a delay in Tracy's ASR project, although recent discussions with the regulators indicate there is an opportunity to proceed at this time. It will be at least five years before Tracy's ASR project will be fully operational.

Another form of storage is out-of-area water banking such as in Kern County. Kern County water agencies have established several large water banks. Semitropic Water Storage District (Semitropic) is a member of the Kern County Water Agency. Water storage capacity is now available for purchase in the Semitropic Water Banking Project. Water agencies that have previously purchased storage capacity in Semitropic include Santa Clara Valley Water District, Alameda County Water District, Zone 7 Water Agency, and Metropolitan Water District of Southern California.

The Kern County water banks utilize both water-spreading basins to recharge the groundwater basin and in-lieu recharge. In-lieu recharge is the use of surface supplies instead of pumping groundwater. The groundwater remains to be pumped at a later date. There is approximately one million acre-feet of storage capacity with approximately 700,000 acre-feet of water in storage. The next phase of the Semitropic project is construction of additional extraction facilities, which is underway.

In 2006, City Council authorized a pilot test to store water in Semitropic. The primary purpose of the pilot test was to determine the administrative processes and costs of transporting water supplies back and forth between Tracy and Semitropic. To store Tracy's water in Semitropic, Tracy's water would remain in the Delta-Mendota Canal, proceed into the California Aqueduct and be delivered to Semitropic. When the stored water is needed in Tracy, Semitropic would pump the stored water into the California Aqueduct and a like amount of water would be made available for Tracy to pump from the Delta-Mendota Canal. Two different administrative procedures were used to return water from Semitropic to Tracy.

The pilot test delivered 1,000 acre-feet of the City's surplus Bureau Delta-Mendota Canal supplies to Semitropic for storage in Semitropic. Of the 1,000 acre-feet, 100 acre-feet was returned to Tracy in 2007, 100 acre-feet was returned in 2008, 100 acre-feet was permanently left behind in the aquifer underlying Semitropic to replaces losses, and 700 acre-feet remain in storage for future use by Tracy. Upon successful completion of the pilot project staff negotiated a participation agreement with Semitropic.

The actions necessary to implement participation in the storage project are approval of the agreement with Semitropic, and environmental compliance including the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). The agreement with Semitropic provides for purchase of storage capacity in Semitropic and payment by the City of the appropriate charges for putting the water into storage, annual participation fee, and later for removal of the water. The City would pay the cost to convey the water to and from Semitropic.

Staff has prepared and circulated a negative declaration in compliance with CEQA. Tracy is the lead agency. The State Clearinghouse circulated the negative declaration. A comment was received from the State Department of Water Resources (DWR) and is attached. DWR noted that agreements are needed to transport water through State facilities. The City will obtain agreements as needed. No comments were received from the public. As the project will utilize existing water conveyance facilities, a negative declaration is the appropriate environmental document.

Conveyance of the water through the Delta-Mendota Canal requires NEPA compliance. The US Bureau of Reclamation is the appropriate lead agency. On December 15, 2009, City Council authorized funding for the Bureau to prepare the NEPA document. The Bureau has prepared an Environmental Assessment and Finding of No Significant Impact. The review period closes on November 16th. Upon approval of the Tracy/Semitropic agreement by the City and Semitropic, the Bureau must also provide an approval in order for the agreement to become effective. It is anticipated that Bureau approval will be obtained in 2011.

Water storage for dry years has been identified as a component of water supply in the City's Urban Water Management Plan. The City's participation is for 3,500 shares which allows 3,500 acre-feet/year of water to be returned to Tracy for up to three years for a total storage capacity of 10,500 acre-feet.

STRATEGIC PLAN

This agenda item supports the environmental sustainability strategy by increasing City water reliability during water shortages or drought.

FISCAL IMPACT

There is no fiscal impact to the General Fund. The cost of purchasing adequate storage capacity for the City water supply in the water storage bank is currently $5.1 million. The price is tied to the Consumer Price Index and final cost will be determined at the effective date of the agreement (when Bureau approval is received). Payment is not required until the agreement is approved by the Bureau. Costs for storage of the water are as follows: putting water into storage is $46 per acre-foot; annual payment for participation is $53,000 per year; and withdrawal fee of $46 per acre-foot plus an energy cost. Costs associated with conveying the water through the Delta-Mendota Canal and the California Aqueduct is approximately $30 per acre-foot. The water would be purchased from the Bureau at the City's rate of $32 per acre-foot. There are adequate funds budgeted in the Fiscal Year 2010-11 budget as Capital Improvement Project 75093.

RECOMMENDATION

That the City Council, by resolution, authorize the Agreement between City of Tracy and Semitropic Water Storage District and its Improvement Districts for participation in the Stored Water Recovery Unit of the Semitropic Water Banking and Exchange Program, approve a Negative Declaration and direct staff to file a Notice of Determination with San Joaquin County, and authorize the Mayor to execute the agreement.

Prepared by: Steve Bayley, Deputy Director of Public Works

Reviewed by: Kevin Tobeck, Director of Public Works

Approved by: Leon Churchill, Jr., City Manager

Attachments: Semitropic/Tracy Agreement
Initial Study & Negative Declaration
Comment letter

AGREEMENT BETWEEN
CITY OF TRACY AND SEMITROPIC WATER STORAGE DISTRICT
AND ITS IMPROVEMENT DISTRICTS FOR PARTICIPATION IN THE STORED WATER RECOVERY UNIT OF THE
SEMITROPIC WATER BANKING AND EXCHANGE PROGRAM

THIS AGREEMENT (this "**Agreement**"), dated as of _____, 2010, is entered into by and between the **CITY OF TRACY** ("Participant") and the **SEMITROPIC WATER STORAGE DISTRICT** and **SEMITROPIC IMPROVEMENT DISTRICT**, **BUTTONWILLOW IMPROVEMENT DISTRICT** and **POND-POSO IMPROVEMENT DISTRICT of the SEMITROPIC WATER STORAGE DISTRICT** (collectively called "**Semitropic**"). Participant and Semitropic may be referred to individually as Party or collectively as Parties.

RECITALS

A. Participant is a California municipal corporation.

B. Semitropic Water Storage District and its improvement districts are organized under the laws of the State of California under the Water Storage District Law at Division 14 of the California Water Code. As more particularly described below, Semitropic, among other things, supplies imported supplemental surface water to certain of its landowners and water users and has ongoing groundwater banking programs with other entities.

C. Semitropic obtains water from the SWP through its contracts with the Kern County Water Agency ("**Agency**") under the Agency's master contract with DWR, executed on November 15, 1963, and presently providing for a total contract entitlement of 998,730 acre-feet per year. Semitropic's contracts with the Agency were originally executed December 9, 1976 (Buttonwillow Improvement District), December 9, 1976 (Pond-Poso Improvement District), and January 9, 1969 (Semitropic Water Storage District) and provided for a combined contract

entitlement of 158,000 acre-feet per year. This later amount was reduced to 155,000 acre-feet by the contract amendments required to implement the Kern Water Bank exchange under the Monterey Agreement. Semitropic Improvement District was formed in 1991, and its boundaries are coterminous with the boundaries of Buttonwillow Improvement District and Pond Poso Improvement District and, among other things, it serves as agent for Buttonwillow Improvement District and Pond-Poso Improvement District. A total of approximately 136,370 acres of land within Semitropic are irrigated with a total annual demand of approximately 477,000 acre-feet based on current cropping patterns and irrigation practices. Semitropic has entered into contracts with individual landowners comprising 42,328 acres of land which is designated as the Surface Water Service Area ("**SWSA**"). Semitropic has commitments to deliver 145,240 acre-feet per year to the SWSA. Additional lands outside the SWSA, in the amount of approximately 24,500 acres, have also been connected to Semitropic's distribution system so such lands may receive surface water when available. These additional lands are designated as the Temporary Water Service Area ("**TWSA**"), and may sometimes be referred to as the Non-Contract Service Area. Total landowner demand within the SWSA and TWSA for surface water supplies is greater than water available under Semitropic's entitlement for Agency SWP water and other surface water supplies.

D. Consistent with the California Environmental Quality Act ("**CEQA**"), Semitropic, acting as lead agency completed an environmental impact report (the "**EIR**") concerning a water banking and exchange program (the "**Original Banking Program**"). Semitropic's Board of Directors, on July 13, 1994, certified the EIR as being in compliance with CEQA. Semitropic is also responsible for implementing and monitoring the mitigation measures defined in "Findings and Mitigation Monitoring Plan" dated July 1994, adopted as part of the EIR.

E. Semitropic also entered into a Memorandum of Understanding ("**MOU**") with neighboring districts, dated September 14, 1994, to implement in part said monitoring and mitigation measures, which this Agreement is subject to. The MOU is on file with Semitropic and has been provided to Participant.

F. The Original Banking Program has a defined total storage capacity of 1,000,000

acre-feet. As part of the Original Banking Program, Semitropic entered into water banking and exchange Agreements with certain parties (the "**Original Banking Partners**") as amended, under which, when and if fully vested, the Original Banking Partners shall have the amounts and percentages as follows:

Original Banking Partners	**Effective Date Of Agreement/Amendment**	**Amount of Storage (AF)**	**Percent of Program**
Metropolitan Water District of Southern California	December 12, 1994 May 6, 2003	350,000	35
Santa Clara Valley Water District	June 1, 1997 April 24, 2003	350,000	35
Alameda County Water District	July 1, 1997 Sept. 28, 2001 April 24, 2003	50,000 100,000	5 10
Zone 7 Water Agency	January 28, 1998 February 26, 2003 January 12, 2005	65,000	6.5
Vidler Water Co. Assignment Agrmts. Currently owned by San Diego County Water Authority	October 8, 1998; May 21, 2001; Sept. 28, 2001 February 26, 2003 July 1, 2005 July 1, 2008	30,000	3
The Newhall Land and Farming Company	May 21, 2001 February 26, 2003	55,000	5.5
TOTAL		**1,000,000**	**100**

G. After the implementation of the Original Banking Program, certain of the Original Banking Partners requested that Semitropic investigate the possibility of increasing the recovery or withdrawal capacity of the Original Banking Program. Following review of various alternatives, Semitropic concluded that the withdrawal capacity increase could best be accomplished in a reliable and efficient manner by providing for additional capacity to pump Stored Water (as defined below) directly from groundwater storage into the California Aqueduct. After considering various pumping locations, pipeline alignments, and the need to minimize pumping impacts on existing groundwater users, the area in the northwest part of Semitropic was

selected as a potential well field. The identified project, known as the Stored Water Recovery Unit ("**SWRU**") and described further below, is based on additional pumpback capacity of up to 200,000 acre-feet per year, 150,000 acre-feet of which is to be pumped from the Well Field (as defined below) **("150,000 AF SWRU Pumpback Capacity")** and 50,000 acre-feet from other parts of the Semitropic Improvement District **("50,000 AF SWRU Pumpback Capacity")**.

H. Semitropic prepared a Draft Supplemental Environmental Impact Report (DEIR) on the SWRU. The Final Supplemental EIR was certified on January 19, 2000. Semitropic also prepared Addenda to the Final Supplemental EIR, dated February, 2002, (clarifying the overall storage capacity of the Original Banking Program with the SWRU to be 1,650,000 acre-feet) July, 2004 (regarding the size and configuration of certain SWRU facilities) and March, 2005 (concerning the delivery point of water delivered for banking). Semitropic initially offered the additional recovery capacity of the 50,000 AF SWRU Pumpback Capacity to the Original Banking Partners, but they declined to participate, except for Zone 7 Water Agency and Vidler Water Company, which have entered amendments of their respective Original Banking Program Agreements to provide priority rights in a portion of the 50,000 AF SWRU Pumpback Capacity. As a result of Semitropic's proposal to undertake the SWRU, Semitropic and the Original Banking Partners did enter into an amendment to the Original Banking Partner agreements to confirm and clarify the rights of the Original Banking Partners established under the Original Banking Partner Agreements. The Original Banking Partner Agreements, as amended, among other provisions, generally provide Semitropic shall operate the SWRU in a manner designed so that its operation does not cause the Original Banking Program to be impaired in its ability to meet DWR water quality standards for return of Stored Water to the California Aqueduct *(First Amendment, Section 14.2.3);* provide that the Original Banking Partners shall have no responsibility and/or obligation to compensate or otherwise provide mitigation to Semitropic or SWRU participants as a result of any adverse impacts of the Original Banking Program for the SWRU, including but not limited to the "15 foot/3 year Rule" contained in the MOU referenced in Recital E above *(First Amendment, Section 14.3.1)* and also otherwise provide the Original Banking Partners specified rights in regard to the unused capacities of SWRU facilities. (First Amendment, Section 14.1.3). Additionally, by Agreement dated April 23, 2007, Poso Creek Water Company, LLC contracted for 20,000 acre-feet of the 50,000 AF SWRU Pumpback

Capacity and the Semitropic-Rosamond Water Banking Authority is entering an agreement to contract for 100,0000 acre-feet of the 150,000 AF SWRU Pumpback Capacity.

I. The facilities planned to be constructed for the SWRU ("**SWRU Facilities**"), with a total pumpback capacity of 200,000 acre-feet per year, consist of two components. First, the "150,000 AF SWRU Pumpback Capacity" will include a well field with approximately 65 wells with a planned capacity to pump 150,000 acre-feet per year ("**Well Field**"), a collection system for transporting Stored Water to a reservoir and pumping plant, a pipeline (estimated 108" diameter) and/or canal to a second reservoir that will be constructed adjacent to the Pond Poso Canal (with appropriate interconnections), a second pumping plant and 420 cfs of two-way conveyance capacity in a 120 inch diameter pipeline to the California Aqueduct, a dual-purpose, bi-directional, connection from the Well Field and the Semitropic distribution system to the California Aqueduct a new In-Lieu service area. Second, the "150,000 AF SWRU Pumpback Capacity" will include well connections and conveyance facility improvements to increase the existing Semitropic pumpback capacity to the Aqueduct by an additional 50,000 acre-feet per year. The SWRU will also require auxiliary features including power distribution lines and operation and maintenance roads. The parties recognize that water quality standards may result in a requirement that water from the SWRU, and in particular the Well Field, be treated before being returned to the California Aqueduct or other Point(s) of Delivery. The general location of projected SWRU Facilities is shown as Area B on Exhibit A hereto.

J. Semitropic as part of the Original Banking Program has constructed facilities to provide Program Delivery Capacity consisting of 23,000 acres of In-Lieu Service Area providing, in combination with delivering capabilities in the SWSA and TWSA, approximately 90,500 acre-feet per year of delivery capacity within a portion of Area A on Exhibit A. Since initiating, the Original Banking Program Semitropic has also increased its recharge capabilities beyond that required by the Original Banking Program through construction of additional In-Lieu Service areas, participation in the Kern Water Bank and additional direct recharge facilities within the District. These additional facilities including proposed future improvements are generally shown on Exhibit A. An additional In-Lieu Service Area as shown within Area B of Exhibit A (shown as "In-Lieu Recharge and Recovery Area") will also be constructed as part of

the SWRU Facilities. This additional In-Lieu Service Area and additional facilities within Area B will provide delivery capacity for SWRU Banking Partners participating in the 150,000 AF SWRU Pumpback Capacity, provide a portion of the recovery capacity for such SWRU Banking Partners, and may also be used to mitigate potential pumping impacts on landowners adjoining the Well Field.

K. Participant and Semitropic find that it will be mutually advantageous to enter into a groundwater banking and exchange program utilizing the SWRU whereby Semitropic will hold for Participant the water deposited by Participant hereunder. This Agreement will provide groundwater storage for Participant resulting in better utilization of its water supplies, and will provide improved reliability of supplies and overall higher groundwater levels for Semitropic.

L. This Agreement is consistent with the goal of making optimum use of water and facilities and is consistent with conservation objectives of Participant, Semitropic, Agency and DWR.

M. Pursuant to this Agreement Participant will store water from, among other sources, its entitlements to Central Valley Project (CVP) water as they may change from time to time ("Participant's CVP Water Contracts"). These include, without limitation, CVP project water contracts with the United States Bureau of Reclamation (Reclamation) now referred to as Nos. 14-06-200-7858A, 14-06-200-4305A-IR5, and 7-07-20-W0045-IR5 to which Participant is a party. Semitropic is within the State Water Resources Control Board authorized Place of Use for Participant's CVP Water. The Parties intend to accommodate the delivery and return of Participant's CVP water to and from storage in Semitropic, including return to Participant's service area north of Semitropic for ultimate beneficial use as a portion of Participant's municipal water supply portfolio.

ARTICLE 1.
DEFINITIONS

As used in this Agreement, each of the following terms shall have the respective meaning given to it in this Article 1 unless expressly stated to the contrary where such term is used. Further, each provision in this Article or in the Recitals which is stated in declarative form (for example, "will be adjusted") or is otherwise stated as an agreement between the Parties, rather than as a statement of their intent or purpose, shall be construed to be an operative part of this Agreement and shall be enforceable.

1.1 **"Agreement"** means, as of any particular time, this Agreement as amended or supplemented by the Parties through that time.

1.2 **"Banking Partner"** means, as of any particular time, Participant and any other entity, including an Original Banking Partner and on SWRU Banking Partner, which is then a party to a water banking and exchange agreement with Semitropic The term "Banking Partner" does not include a Lower Priority Banking Partner.

1.3 **"Effective Date"** means the date this Agreement takes effect, which shall be the later of the date first hereinabove written, and the date determined pursuant to Sections 9.2 and 9.3.

1.4 **"In-Lieu Service Area"** means lands which have at least a five year history of cultivation and continuous use of groundwater, the owners of which have executed surface water service contracts with Semitropic acknowledging and agreeing to cooperate with Semitropic in fulfilling its obligation to carry out the Program, that provide for the reasonable and beneficial use of water made available to Semitropic for banking and other purposes on that land in lieu of pumping groundwater, and whose on-farm systems have been connected to Semitropic's surface water distribution system to receive water delivered to Semitropic for storage purposes. These lands also have a contractual responsibility to use existing wells to recover Stored Water.

1.5 **"Lower Priority Banking Partner"** means an entity which enters into an agreement with Semitropic to utilize all or part of the capacity during such time period when not required to be available for use by Semitropic or Banking Partners.

1.6 **“Original Banking Partners”** means the parties to the Original Banking Program which are those listed in Recital F, and which may change from time to time in event of assignments in accordance with Section 13.1 of the Original Banking Partner Agreements 14.1 (Successors and Assigns).

1.7 **“Original Banking Program”** means the original one million acre-feet (MAF) banking program developed by Semitropic within the Semitropic Bank, referred to as “Program” in Section 1.8 of the Original Banking Program Agreements.

1.8 **“Original Banking Program Agreements**” means the agreement (or agreements) that each Original Banking Partner has entered into with Semitropic containing rights and obligations related to the Original Banking Program.

1.9 **“Original Banking Program Facilities”** means the water facilities, consisting of canals, pipelines, associated pumping plants and recovery wells all as required to recharge a minimum of 90,500 acre feet per year, to recover a minimum of 90,000 acre feet per year at a maximum instantaneous flow rate of 300 cfs (Program Pumpback Capacity), and to recover up to 133,000 acre-feet per year to return water under Program Entitlement Exchange Rights provisions, the locations and description of which are shown on Exhibit A within Area A.

1.10 “**Point(s) of Delivery**” shall have the meaning set forth in the Delivery Agreements referenced in Article 9.1.

1.11 **“Program” and “Semitropic Bank”** means the entire groundwater-banking program developed, operated, and maintained by Semitropic, including both the Original Banking Program and the SWRU.

1.12 **"Program Entitlement Exchange Rights"** means the rights of Banking Partners to exchange an amount of Stored Water through entitlement exchange for an equal amount of Semitropic's allocation of Agency's SWP Entitlement Water (also referred to as Table A Amounts) from the California Aqueduct pursuant to this Agreement or other similar agreements between Semitropic and other Banking Partners, which right shall be first available to the Original Banking Partners as provided further in Article 7. The total amount of Program Entitlement Exchange Rights available to Banking Partners each year will be equal to Semitropic's SWP Entitlement allocation less the first 22,000 acre-feet (was 25,000 acre-feet prior to the implementation of Monterey Amendments). If the nature or description of Semitropic's allocation of the Agency's SWP Entitlement Water is modified, such alternative supply from the SWP shall to such extent be substituted for Semitropic's allocation of Agency's SWP Entitlement Water. Alternative supplies shall include water purchases by the SWP or from sources generally available to State water contractors, as well as water from facilities in which participation is generally made available to State water contractors. Nothing in the preceding sentence shall obligate Semitropic to participate in such programs. The maximum Program Entitlement Exchange Rights of all the Banking Partners at any time will be 133,000 acre-feet per year (derived from 158,000 acre-feet minus 25,000 acre-feet or after implementation of the Monterey Amendments derived from 155,000 acre-feet minus 22,000 acre-feet)

1.13 **"Original Program Pumpback Capacity"** means the capacity, measured in acre-feet per year and CFS, to return Stored Water to the California Aqueduct via the 78" pumpback pipeline constructed for the Original Banking Program, which capacity is first available to the Original Banking Partners as provided further in Article 7.1. The minimum annual Original Program Pumpback Capacity shall be 90,000 acre-feet per year at a maximum instantaneous flow rate of 300 CFS.

1.14 **"Share of SWRU"** means the percentage of the annual SWRU assigned to a SWRU Banking Partner. Semitropic shall assign a Share of SWRU to each SWRU Banking Partner. Participant is acquiring 1,750 acre-feet of annual 150,000 AF SWRU Pumpback Capacity within Area B, and 1,750 acre-feet of annual 50,000 AF SWRU Pumpback Capacity within Area A, which cumulatively constitutes 3,500 shares

1.15 **"Storage Account Balance"** means, with respect to a particular Banking Partner, that Banking Partner's accumulated total Stored Water less the accumulated withdrawals of Stored Water by that Banking Partner. Records of these accounts shall be maintained by Semitropic and they shall be subject to audit, review and approval by the Banking Partners, at the expense of the auditing or reviewing Banking Partner, on an annual basis.

1.16 **"Stored Water"** means, with respect to any particular Banking Partner, water delivered for storage by that Banking Partner as measured at Semitropic's turnouts in Reach 10A of the California Aqueduct or at other locations approved by the Delivery Agreement referred to in Article 9, less losses deducted in accordance with Article 4, which losses shall be accounted for concurrently with the delivery of water to Semitropic for storage.

1.17 **"Stored Water Recovery Unit"** (or "SWRU") means the program within the Semitropic Bank, developed by Semitropic to create, in addition to the Original Banking Program, an additional 650,000 acre-feet of storage as further described at Recital I and elsewhere in this Agreement.

1.18 **"Stored Water Recovery Unit Facilities"** (or "SWRU Facilities") means the proposed facilities shown and described on Exhibit A within Area B including recovery facilities for up to 50,000 acre-feet per year within Area A (for the "50,000 AF SWRU Pumpback Capacity") and additional well connections and conveyance facility improvements not part of the Original Banking Program Facilities and for up to 150,000 acre-feet per year from the Well Field and In-Lieu Service Area of the SWRU (for the "150,000 AF SWRU Pumpback Capacity").

1.19 **"SWP Entitlement Water"** means entitlement water (also known as Table A Amounts) as provided for in the state water contracts, as well as the alternative supplies provided for in the definition of Program Entitlement Exchange Rights.

1.20 **"SWRU Banking Partners"** means, as of any particular time, Participant and any other entity which is party to a water banking and exchange agreement with Semitropic to participate in the Stored Water Recovery Unit.

1.21 **"SWRU Delivery Capacity"** means the capability to deliver water for storage made available as a result of the construction of SWRU Facilities. Specifically the proposed In-Lieu Service Area with delivery capacity estimated to be 50,000 acre-feet per year, based on current cropping patterns and irrigation efficiencies on an irrigation schedule, generally shown on Exhibit B, shall be available as a first priority basis to the SWRU Banking Partners participating in the 150,000 AF SWRU Pumpback Capacity. Additional Unused Semitropic Delivery Capacity may be available from time to time, consistent with Article 7 hereof.

1.22 **"SWRU Pumpback Capacity"** means the capacity, measured in acre-feet per year and CFS, to return Stored Water to the California Aqueduct under the SWRU element of the Program. Upon completion of all necessary SWRU Facilities, the annual SWRU Pumpback Capacity shall be 200,000 acre-feet per year, comprised of (i) 150,000 acre-feet per year at an instantaneous flow rate of approximately 250 CFS for a period of approximately 10 months from the Well Field and from within the additional in-lieu service area described in Recital J **("150,000 AF SWRU Pumpback Capacity")** and (ii) 50,000 acre-feet per year at an instantaneous flow rate of 170 CFS for a period of approximately 5 months during the off-peak irrigation season from recovery facilities within Area A shown on the attached Exhibit A and utilizing additional well connections and conveyance facility improvements not part of the Original Banking Program Facilities **("50,000 AF SWRU Pumpback Capacity")**. The 50,000 AF SWRU Pumpback Capacity is distinct from and over and above the 90,000 acre-feet of pumpback capacity allocated to the Original Banking Partners through the Original Banking Program.

1.23 **"SWRU Storage Capacity"** means the storage capability of the Program which have been allocated to the SWRU as first priority rights, totaling 450,000 acre-feet for the SWRU Banking Partners participating in the 150,000 AF SWRU Pumpback Capacity.

1.24 **"Technical Advisory Committee"** means the Committee established pursuant to Section 7.4 hereof.

1.25 **“Unused Program Entitlement Exchange Rights”** means those exchange rights referenced at Section 1.10 of this Agreement that are not used by the Original Banking Partners.

1.26 **“Unused Original Program Pumpback Capacity”** refers to that minimum pumpback capacity referenced at Section 1.12 that is not used by Semitropic or by the Original Banking Partners.

1.27 **"Unused Semitropic Delivery Capacity "** means in any year, Semitropic total in District delivery capability, currently about 400,000 acre-feet per year (which ultimately could be equal to its total irrigation demand of about 475,000 acre-feet per year) plus direct recharge capability, which is not used for (i) delivery of Semitropic's SWP Entitlement Water, Agency Pool Water, Shafter-Wasco Irrigation District deliveries pursuant to Section 5.8 or other water available to be used by Semitropic for non-banking purposes or (ii) delivery to the Original Banking Partners and other SWRU Banking Partners under their respective first priority delivery capabilities

ARTICLE 2.
ALLOCATION AMONG BANKING PARTNERS

2.1 Under terms and conditions of this Agreement, Participant shall have the first priority to 3,500 acre-feet of SWRU Delivery Capacity, 3,500 acre-feet of Pumpback Capacity per Section 1.14, 10,500 acre-feet of SWRU Storage Capacity and any available unused capacities as herein provided (herein collectively called “Participant’s Rights”). SWRU Banking Partners, including Participant, in all cases shall also have the first priority to use any SWRU Delivery Capacity and SWRU Pumpback Capacity not used by other SWRU Banking Partners as provided in Sections 3.4 and 5.2.2.1. Semitropic shall notify each SWRU Banking Partner not using its respective share of said SWRU capability, capacity or right, when other entities including Banking Partners desire to utilize it and of any use made of it.

2.2 Semitropic shall not enter into any other water banking programs or other agreements which would interfere with the rights of Participant or the other SWRU Banking Partners.

2.3 Then existing SWRU Banking Partners will be given an opportunity to review the terms and conditions of proposed agreements with potential Banking Partners and Lower Priority Banking Partners and to review Semitropic's records regarding administration of the Program. Such Lower Priority Banking Partners' agreements and activities shall not adversely impact any Banking Partners' ability to utilize any benefits under their respective banking and exchange agreements with Semitropic. If Semitropic or one or more then existing SWRU Banking Partners believe that other potential Banking Partners' proposed agreements or potential Lower Priority Banking Partners' proposed agreements violate any of the provisions of this Agreement or other such Agreement, any Party may seek dispute resolution pursuant to Article 10 concerning such matter. In this event, Semitropic shall only enter into agreements in conformity with the result of the dispute resolution.

The foregoing Section 2.3 process has been fully and finally completed with respect to this Agreement, and no objections were raised.

ARTICLE 3.
DELIVERY OF WATER BY BANKING PARTNERS TO SEMITROPIC

3.1 Under the terms of the Delivery Agreement(s) referred to in Article 9, Participant, at its sole cost and expense, may deliver water to Semitropic at the location in the California Aqueduct or to other agreed upon locations specified in the applicable Delivery Agreement(s). Participant shall notify Semitropic of its intent as early in the year as possible, preferably no later than April 15. Such water will be scheduled and delivered to Semitropic at times and rates of delivery reasonably acceptable to Semitropic, the Agency and Participant, and shall not exceed the sum of (i) 2.33% of the SWRU Delivery Capacity and (ii) any Unused Semitropic Delivery Capacity available to Participant (to the extent available consistent with Article 7), nor shall it exceed the available capacity of Semitropic's distribution system. To the extent practical Participant shall schedule such water at a time to coincide with Semitropic’s in-lieu delivery demands.

3.2 Semitropic will take control and possession of water delivered to Semitropic by any Banking Partner for storage, at the locations specified in their respective Delivery Agreements and will credit the Storage Account Balance of that Banking Partner with Stored Water in an amount equal to the water so delivered less the deduction for losses provided for in Article 4 with respect to such water. At the time Semitropic takes control and possession of water delivered by Participant, legal title to Participant's water, together with the right to withdraw from the Semitropic Basin an amount sufficient to return to Participant the Stored Water, shall vest in Semitropic, for Participant. Upon taking control and possession of water delivered hereunder for storage by Participant, Semitropic, at its sole cost and expense, will do either of the following: (i) transport and store such water by direct percolation; or (ii) exchange that water for an interest in and right to withdraw from the Semitropic Basin an amount of water sufficient to return to Participant the Stored Water. In either case, Semitropic shall thereafter hold and return or otherwise dispose of the stored water as provided for in this Agreement. Upon crediting Participant's Storage Account Balance for the amount of any water exchanged as described in clause (ii) above, Semitropic may deliver the exchanged water to water users for surface water service in lieu of pumping groundwater. Semitropic shall retain the right to use its facilities to deliver water supplies made available to it by Banking Partners and acquired by Semitropic by exchange pursuant to clause (ii) above as it deems appropriate.

3.3 Participant acknowledges that Participant's Stored Water may be commingled with other water. At all times during the term of this Agreement, an amount of water available to Semitropic in the Semitropic Basin equal to the amount of the Participant's Storage Account Balance shall be deemed to be Participant's Stored Water. So long as water in the amount of Participant's Storage Account Balance remains in the Semitropic Basin, Semitropic shall be deemed to remove Participant's Stored Water from storage only as and when requested by Participant pursuant to the terms of this Agreement and any other removal of water by Semitropic from the Semitropic Basin shall be deemed to be the removal of water that is not Participant's Stored Water. If at any time the amount of water in the Semitropic Basin is less than the sum of the Storage Account Balances of the Banking Partners (an event which the parties believe is extremely unlikely), any additional water subsequently available to Semitropic from the Semitropic Basin without interfering with the rights of landowners or other public agencies, shall be shared by the Banking Partners in proportion to their

respective Storage Account Balances, until such time as the amount of water so available to Semitropic from the Semitropic Basin equals or exceeds the total of the Storage Account Balances of the Banking Partners.

3.4 Each SWRU Banking Partner shall have a right to any then existing SWRU Delivery Capacity not used by other SWRU Banking Partners. If requests by SWRU Banking Partners for unused SWRU Delivery Capacity exceed such Capacity, then the unused SWRU Delivery Capacity shall be allocated to each SWRU Banking Partner participating in the 150,000 AF SWRU Pumpback Capacity according to the ratio of its Share of SWRU, divided by the sum of the Share of SWRU of all SWRU Banking Partners wishing to use unused Capacity, times the amount of unused SWRU Delivery Capacity.

3.5 If, due to hydrologic conditions, changes in cropping patterns, or other reasons beyond Semitropic's control, Participant's share of the SWRU Delivery Capacity is reduced, Participant may request, and Semitropic shall provide, information accounting for such reduction. If such reduction is not due to temporary conditions, Semitropic shall take all actions necessary to comply with Exhibit B.

3.6 Unused Semitropic Delivery Capacity which may be available to SWRU Banking Partners consistent with Article 7 (including Section 7.1.4) shall be allocated among the SWRU Banking Partners requesting the use of such Unused Semitropic Delivery Capacity according to their Share of SWRU.

3.7 If, after reasonable efforts by Semitropic to accommodate the SWRU Banking Partners' storage scheduling requests, such requests nevertheless exceed the instantaneously available SWRU Delivery Capacity and Unused Semitropic Delivery Capacity available to the SWRU, Semitropic shall allocate available capacities in proportion to the total of each SWRU Banking Partner's Share of SWRU.

3.8. Participant shall have the responsibility to obtain water supplies that it elects to store pursuant to this Agreement and to deliver same to the Point(s) of Delivery identified pursuant to Delivery Agreements; provided, however, Semitropic shall use all reasonable good faith efforts to assist in securing such arrangements, and to accept delivery and return of such supplies in the

manner(s) proposed by Participant It is the Parties' intent that such arrangements be fully accommodated, including in light of differences required due to Participant's use of CVP water as an important source of water for banking and the location of Participant's service area upstream of Semitropic. The Parties understand that the primary current mechanisms for delivery and return of Participant's CVP sources of supply are summarized in Exhibit E hereto, and that those mechanisms may change or be replaced from time to time.

ARTICLE 4.
LOSSES AND STORED WATER

Semitropic's distribution system, evaporative and aquifer losses, for purposes of this Agreement and similar agreements between Semitropic and other Banking Partners, are collectively assumed to be ten percent (10%) of the amount of water furnished by Banking Partners for storage as measured at Semitropic's turnouts in Reach 10 A of the California Aqueduct and at other Points of Delivery as provided in the Delivery Agreement(s) referred to in Article 9. However, this amount and the Storage Account Balance shall be modified in the future, if the results of studies to be conducted jointly by Participant, other Banking Partners and Semitropic under a mutually agreeable procedure establish the actual loss to be different than the assumed ten percent (10%) losses. The Storage Account Balance shall be adjusted accordingly and resulting adjustments in compensation payments shall be in accordance with Section 6.8.

ARTICLE 5.
RETURN OF WATER BY SEMITROPIC TO PARTICIPANT

5.1 In any year, upon request by Participant, Semitropic shall return Stored Water to Participant by the method set forth in Section 5.1.1 or the method set forth in Section 5.1.2 or both. If both methods are available to Semitropic without adversely affecting Semitropic or its water users, it shall utilize the method that results in the lowest cost to Participant.

5.1.1 To the extent there are Unused Program Entitlement Exchange Rights available, Semitropic may exchange an amount of Participant's Stored Water for an equal amount of Semitropic's SWP Entitlement Water. Participant hereby consents to such an exchange and

Semitropic will be deemed to have effected such an exchange by delivering a portion of its SWP Entitlement Water to Participant in compliance with the Delivery Agreement(s). Upon completion of such an exchange, Participant's beneficial interest in the Stored Water that was the subject of the exchange and the right to withdraw such water shall be vested in Semitropic in its individual capacity, and Semitropic may thereafter deliver such water to its water users who would otherwise have received the portion of Semitropic's SWP Entitlement Water that was delivered to Participant as a result of the exchange.

5.1.2 Semitropic may return Participant's Stored Water to Participant by pumping water from the groundwater basin for delivery to Participant as specified in the Delivery Agreement(s) referenced in Article 9. Semitropic may in its discretion, in addition to utilizing pumpback pipelines within Semitropic, utilize capacity available to it in the Kern Water Bank and operational exchanges with third parties to return Participant's Stored Water. This Article should be read in a manner consistent with Section 3.8 of this Agreement.

5.2 The return of Stored Water by Semitropic to Participant shall be subject to the following terms and conditions:

5.2.1 Subject to the provisions of this Agreement, for each acre-foot of Stored Water held by Semitropic for Participant, Semitropic shall ultimately return one acre-foot of water to Participant.

5.2.2 Subject to the provisions of this Agreement, when Participant requests the return of Stored Water, Semitropic shall return at a minimum the quantities of water calculated in accordance with the following, using its reasonable efforts to accommodate Participant's delivery schedule:

5.2.2.1 3,500 acre-feet of the 150,000 AF SWRU Pumpback Capacity within Area B. In the unlikely event, for any reason, Semitropic is not able to provide the full 3,500 acre-feet to Participant from the 150,000 AF SWRU Pumpback Capacity in any given year, it shall ensure that Participant is provided the full 3,500 acre feet at no additional cost using other resources, which Semitropic represents and warrants are and will be cumulatively sufficient to fulfill this

commitment. Those resources include, but are not limited to wells in the in-lieu area of the SWRU, capacity in the 50,000 AF SWRU Pumpback Capacity, and Kern Water Bank. Participant shall also have a right to any other then existing SWRU Pumpback Capacity (the 150,000 AF and 50,000 AF SWRU Pumpback Capacities) not used by other SWRU Banking Partners if Participant elects to utilize same, subject to mitigation of impacts to other Banking Partners pursuant to Section 5.6 and if originating from the Well Field payment of additional water treatment costs paid by other SWRU Banking Partners for use of same. If requests by SWRU Banking Partners for unused SWRU Pumpback Capacity exceed such capacity, then the unused SWRU Pumpback Capacity shall be allocated to each SWRU Banking Partner according to the ratio of its Share of SWRU, divided by the sum of the Share of SWRU of all SWRU Banking Partners wishing to use the unused capacity times the amount of unused SWRU Pumpback Capacity.

5.2.2.2 Semitropic may also elect to return Stored Water which Participant requests return of through available Unused Original Program Pumpback Capacity, which shall be subject to first being available for use by the Original Banking Partners, as provided by Article 7.

5.2.2.3 Any available Unused Program Entitlement Exchange Rights shall be allocated to each SWRU Banking Partner according to its Share of SWRU. Each SWRU Banking Partner shall have a right to any Unused Program Entitlement Exchange Rights not required for use by other SWRU Banking Partners, subject to mitigation of impacts to other Banking Partners pursuant to Section 5.6. If requests by SWRU Banking Partners for Unused Program Entitlement Exchange Rights exceed such rights, then the Unused Program Entitlement Exchange Rights shall be allocated to each SWRU Banking Partner according to the ratio of its Share of SWRU divided by the sum of the combined Share of SWRU of all SWRU Banking Partners wishing to use the Unused Program Entitlement Exchange Rights times available Unused Program Entitlement Exchange Rights.

5.3 Participant shall notify Semitropic of its intent to take delivery of Stored Water as early in the year as possible, but no later than May 1 of the same year. If such notification is provided after May 1, Semitropic, at its sole discretion, may make reasonable efforts to comply with Participant's request. In the event of an emergency need for water by Participant,

Semitropic shall endeavor to return Stored Water to Participant to the maximum extent feasible considering the capacity rights of other Banking Partners.

5.4 Semitropic will obtain approval from DWR to deliver Stored Water by pumpback to the California Aqueduct. In addition it shall be Semitropic's responsibility to notify the Agency, each Banking Partner, and DWR, as to the amount of Original Program Entitlement Exchange Rights and SWRU and Original Pumpback Capacities for that year. When Stored Water is returned by pumpback, it shall be returned to the best of Semitropic's ability, on a schedule acceptable to the respective SWRU Banking Partner, Agency and DWR and at varying rates of delivery. If Stored Water is returned by use of the 150,000 AF SWRU Pumpback Capacity, it will generally be returned over a 10 month period, and if returned by use of 50,000 AF SWRU Pumpback Capacity, it will generally be returned over a 5 month period during the off-peak irrigation season. SWRU Banking Partner shall be responsible for all necessary approvals and costs to transport such water once the Stored Water is returned to the Point of Delivery for Participant by either pumpback or entitlement exchange.

5.5 Notwithstanding any other provision of this Agreement, Semitropic will temporarily reduce or terminate groundwater pumping from Storage for the purpose of returning Stored Water to Banking Partners to the extent required pursuant to the MOU referenced above in Recital E. However, to the extent possible, Semitropic shall change the timing and location of pumping to avoid reduction or termination in the return of Stored Water pursuant to the MOU. Semitropic shall construct adequate facilities and/or secure agreements and/or operational arrangements to obtain the long term levels of service provided for in this Agreement. Such long term levels of service may only be reduced to the extent required by the MOU referenced above in Recital E.

5.6 Subject to Article 7, if the use by other Banking Partners, Lower Priority Banking Partners or Semitropic of Participant's Rights to 3,500 acre-feet annually of the Pumpback Capacity per Section 1.14 (when not being used by Participant), interferes with the recovery of Participant's Stored Water by causing a reduction or termination of pumping pursuant to the MOU, the Party or Parties responsible for the action(s) which impacts Participant shall reduce its withdrawal of Stored Water to make up Participant's loss and, to the extent reductions in the

withdrawal of Stored Water are insufficient, shall provide, at the election of the Participant, an equivalent water supply in that year or cash in the amount of the replacement cost of such water, such water or cash to be for the benefit of and to be immediately distributed to the Participant. Semitropic shall adjust the Banking Partners', Lower Priority Banking Partners', or Semitropic's accounts to reflect any such water exchange.

Participant recognizes that it may also be required to reduce its withdrawal of Stored Water or furnish equivalent water or cash to another Banking Partner under circumstances similar to those described above, if its own use of another SWRU Banking Partner's share of SWRU Pumpback Capacity, Unused Program Pumpback Capacity or Unused Original Program Entitlement Exchange rights, interferes with other Banking Partner's recovery of Stored Water, all as described in Article 7. Semitropic shall ensure that each Banking Partner is subject to the restrictions similar to those set forth in this Section 5.6.

5.7 Wells within Semitropic can produce water that will meet DWR's water quality standards to return water to the California Aqueduct in effect December, 2005. DWR is currently establishing long-term criteria for introducing non-Project Water into the California Aqueduct and Semitropic will operate the pumpback facilities in accordance with such long term criteria. Semitropic shall take no direct action which would knowingly cause the quality of recovered Stored Water to not meet such water quality standards in effect. The preceding sentence shall not apply to delivery of water under non-banking programs or otherwise operating under this Program. In the event that future water quality standards change, or the quality of groundwater from Semitropic wells is such that Semitropic cannot meet acceptable DWR water quality requirements for pumping into the California Aqueduct, Stored Water shall be returned to SWRU Banking Partners by Program Entitlement Exchange or alternative methods satisfactory to the affected SWRU Banking Partners. Such alternative methods may include, but are not necessarily limited to: purchases, exchanges with others, and/or by improving Stored Water quality to acceptable standards for direct pumpback, with the additional costs of any such methods being paid by SWRU Banking Partners accepting such alternative methods. Semitropic's operations and financial situation shall not be adversely impacted as a result of these alternative methods. Notwithstanding the foregoing, it is recognized that if Participant's Stored Water is returned to

the California Aqueduct from the Well Field, treatment may be required and additional costs shall be applicable as provided at Section 6.5.3 for operation of same.

5.8 Participant also recognizes that Semitropic has entered into an "Agreement Between Shafter-Wasco Irrigation District and Semitropic Improvement District of Semitropic Water Storage District Providing for Construction and Operation of an Intertie Pipeline," dated December 6, 1993, which implements a water banking and exchange program. Semitropic has committed to return water to Shafter-Wasco by delivery of either surface water in excess of its needs from any available source or by pumping groundwater. The agreement with Shafter-Wasco is based on the use of Semitropic pre-Original Banking Program facilities for the delivery of water to storage and for the withdrawal or return of water. Shafter-Wasco, therefore, has priority over all Banking Partners in the use of existing facilities. Semitropic's obligation under said agreement does not require commitment of SWP entitlement nor the use of pumpback facilities required for the return of Banking Partners' Stored Water.

5.9 Semitropic shall have the responsibility to return water which has been stored pursuant to this Agreement to Participant at the Point(s) of Delivery in a manner consistent with the Delivery Agreement(s), and Participant shall have the responsibility to provide for the return of Stored Water from the Point(s) of Delivery to Participant; provided, however, Semitropic shall use reasonable good faith efforts to assist in securing such arrangements and cooperating with scheduling, Points of Delivery, and other considerations necessary or convenient to return water to Participant.

ARTICLE 6.
COMPENSATION

Participant shall make the payments set forth below to compensate Semitropic for (i) its services under this Agreement, (ii) costs and expenses incurred by Semitropic in connection with its obligations under this Agreement.

6.1 General. Semitropic commits to utilize Participant’s payments and other Semitropic funds, and to maintain such adequate financial flexibility, as it reasonably determines

to be necessary to construct facilities needed to provide Participant with capacities herein provided.

Participant shall pay the following for services provided by Semitropic for storage and withdrawal of water. Semitropic shall pay all other costs not specified herein, and Semitropic shall not create and impose any other charges or fees upon Participant.

6.2 Capital Payments.

6.2.1 Participant shall pay to Semitropic $5,038,163 for Participant's Rights for recharge, storage and recovery rights being acquired under this Agreement if paid prior to January 1, 2011, and if paid thereafter such amount shall be adjusted in accordance with Section 6.4.1. Participant shall deliver to Semitropic such capital payment upon or before the Effective Date of this Agreement.

6.2.3 All Capital Payments of SWRU Facilities will be adjusted (increased or decreased) based on the actual cost of construction plus 5%, less any grants secured. Semitropic will use reasonable efforts to obtain grants to cover a portion of the construction costs.

6.3 Annual Payments. Participants shall pay annually to Semitropic the following sums:

6.3.1 A Management Fee of $20,503 per year.

6.3.2 A Maintenance Fee of $33,131 per year.

6.4 Usage Fees. Participant shall pay (i) a one-time fee of $46.88 per acre-foot for each acre-foot of Stored Water credited to its Storage Account and (ii) a one-time fee of $46.88 per acre-foot for each acre-foot withdrawn from its Storage Account.

6.4.1 The amounts provided for in Sections 6.3.1 and 6.4 shall be adjusted at the beginning of each year, and the adjusted amount under Section 6.4 shall apply to all Stored Water

credited to or withdrawn from Participant's Storage Account Balance for that year. The adjusted amount under Section 6.3.1 shall be paid each year. The adjusted amount for any particular calendar year shall be the amount equal to the amount provided in Section 6.3.1 or 6.4 ($20,503 per year or $46.88 per acre-foot) multiplied by a fraction, the numerator of which is the Consumer Price Index, All Urban Consumers, All Items Index, Western Cities with populations between 50,000 and 1,500,000 (the "CPI-U") for November of the calendar year immediately preceding the calendar year with respect to which the adjusted amount is being determined (that is, for November 2009 with respect to the adjusted amount for 2010; November 2010 for 2011; and so on), the numerator of which for November 2007, the parties agree, is 130.58 and the denominator of which shall be the CPI-U for November 2003, which, the Parties agree, is 114.9. If publication of this index herein referred ceases or if the basis for such index is substantially modified, the Parties shall negotiate and mutually agree on an alternative but equivalent index or, in the absence of agreement, the matter shall be resolved pursuant to Article 10.

6.4.2 The amount provided for in Section 6.3.2 shall be adjusted annually based upon a maintenance plan and budget developed by Semitropic in consultation with the SWRU Banking Partners, which plan and budget shall include a reasonable reserve for maintenance, repair and replacement of SWRU facilities. SWRU Facilities shall be maintained consistent with SWRU "Project Facilities Maintenance Guidelines" attached as Exhibit C.

6.5 Pumping and Treatment Costs

6.5.1 In addition to payment under Section 6.4, when water is returned, Participant shall pay the average unit power costs then actually incurred by Semitropic to pump such Stored Water from the groundwater basin for either direct delivery to the Point(s) of Delivery, or for entitlement exchange. In the case of direct delivery, Participant also shall pay the average unit power cost then actually incurred by Semitropic to convey the returned water through the distribution system and to pump such water to the Point(s) of Delivery. (In the event Stored Water is returned from the Kern Water Bank, the power costs shall be deemed to be same as pumping to Semitropic turnouts in Reach 10A.) Said power costs shall be computed based on

the amount of energy consumed to withdraw and when applicable to convey to the Point(s) of Delivery Participant's Stored Water in a given month times Semitropic's average actual unit power cost for the same pumping period. For ease in billing, Semitropic shall establish an estimated power rate for each calendar year with respect to which Participant requests such information and shall provide Participant with such estimate, including back-up documentation to justify the rate, within fourteen (14) days of the request. Such estimated rate shall be used for billing purposes for the following year and then the billing will be adjusted to actual by March 1 of the year following the estimated rate year, or as soon as possible thereafter. Once the variance amount has been agreed to by the Parties, any amount due by either Party shall be billed immediately and paid in accordance with Section 6.7. Semitropic has its own power production and distribution facilities and the unit cost of power shall be based upon the cost of Semitropic's energy project including, but not limited to, debt service for the energy project, fuel, operation and maintenance for the energy project, replacements, reserve deposit for the energy project, utility billings, and the cost of production and distribution of such power. The Parties agree that the initial calculation shall be consistent with the calculation in Exhibit D.

6.5.2 Exhibit D may be revised from time to time by written consent of the Parties, which consent shall not be unreasonably withheld. The intent of Exhibit D is to provide Semitropic with sufficient revenue to recover the power costs incurred by Semitropic for Participant's withdrawal of Stored Water and to allow Semitropic flexibility to change the calculation based on experience and the changing electric utility industry.

6.5.3 When Stored Water from the Well Field must be treated to meet applicable DWR water quality requirements for pumping into the California Aqueduct there shall be an additional cost for operation and maintenance of such facility. Semitropic shall annually estimate such cost and bill the applicable SWRU Banking Partners such amount to the extent the withdrawal Stored Water and such treatment facility is utilized. The actual costs shall be computed after the end of each Year and the billings for treatment costs adjusted accordingly. Additionally, when Stored Water is pumped from the Well Field and "15-Foot-3 Year Rule" provided in the MOU referenced in Recital E and Section 5.5 is exceeded, Semitropic shall promptly notify Participant

(including notice of the cost of mitigation), and at Participant's election, pumping shall continue provided that Participant reimburses Semitropic for mitigation costs associated with continuing pumping.

6.6 If Semitropic or other Banking Partners use SWRU Facilities, Participant may be entitled to payment based on Participant's Share of SWRU as more particularly described in Article 7.

If Participant uses an Original Banking Partner's Unused Program Delivery Capacity, Unused Original Program Pumpback Capacity or Unused Program Entitlement Exchange Rights, Participant shall pay the share of the other Banking Partner's O&M Fee as further provided at Section 7.1.5.

6.7 In addition to payments under Section 6.2, Semitropic may bill Participant no more than monthly for payments under Sections 6.4 and 6.5 hereof and annually for payments under Section 6.3, which payments shall be due Semitropic and shall become delinquent forty-five (45) days after Participant receives the invoice under the terms of this Agreement under Section 14.9. In addition to other remedies available, delinquent payments shall bear interest at the rate of one percent (1%) per month. Data supporting the amounts invoiced shall be provided upon the reasonable request of Participant. Semitropic shall correct any erroneous billing promptly upon discovery of the error. If Participant has been underbilled, payment of the underbilled amount shall be due and become delinquent forty-five (45) days after Participant receives the corrective invoice and data justifying the change. Overpayments by Participant shall be refunded to Participant within forty-five days of discovery, together with interest thereon at the prime interest rate published by the Wall Street Journal as of the date of discovery.

6.8 In the event there is an adjustment in Participant's Storage Account Balance as provided at Article 4, applying the first-in-first-out method of accounting for water in the Storage Account Balance, previous payments shall be adjusted based on the payment charged in the year the quantity of water to be adjusted was delivered with no further adjustments using the

applicable indexes cited in Section 6.4.1. In addition no interest shall be payable on the amount of money required for said adjustment. Financial obligations shall occur as follows:

6.8.1 To the extent the Storage Account Balance is reduced (i.e., losses are determined to exceed ten percent (10%)), Semitropic shall reimburse Participant for the charges paid under 6.4 within one year of such determination.

6.8.2 To the extent the Storage Account Balance is increased (i.e., losses are determined to be less than ten percent (10%)), Participant shall pay Semitropic for charges that would have been paid under 6.4 for such additional water determined to be in the Participant Storage Account Balance within one year of such determination.

6.9 It is recognized that changes in Semitropic's actual costs of operating the SWRU may occur on or after the date this Agreement is executed as a result of enactments, amendments, changes in implementation or interpretation, or repeal of any federal, state or local law, rule, regulation or ordinance (each, a "**Regulatory Change**"). If either Party determines that a Regulatory Change has occurred that would result in a material change (upward or downward) in Semitropic's costs for storing, recovering or transporting water pursuant to the terms of this Agreement, which change in Semitropic's costs is not reflected in the adjustments in the payments due from Participant to Semitropic pursuant to Article 6 or other provision of this Agreement (including, but not limited to, this Section 6.9), such Party shall promptly inform the other Party of the nature and extent of such alleged Regulatory Change and of the reason why that party believes an adjustment pursuant to this Section 6.9 is warranted in the payments due from Participant to Semitropic. Promptly thereafter, Semitropic shall provide Participant with its calculation of the costs or cost savings associated with such Regulatory Change and the facts and assumptions underlying that calculation. Upon agreement by the parties hereto (i) that a charge or credit affecting any payment due from Participant to Semitropic should be made as a result of a Regulatory Change, (ii) of the amount of such charge or credit, (iii) as to whether such charge or credit is to affect the basic payment amount or is to be separately accounted for (and, if so, in what manner), and (iv) as to the period during which such charge or credit is to apply, such

charge or credit shall be incorporated into an amendment to this Agreement setting forth the foregoing and other particulars necessary to implement that adjustment. If such agreement cannot be reached within forty-five (45) days after Semitropic has provided the required notice and information to Participant, the matter shall be resolved pursuant to Article 10, the qualified third party or arbitration panel being charged with determining (x) whether a Regulatory Change has occurred (if that is in dispute), (y) the amount of change, if any, in Semitropic's costs resulting from the Regulatory Change, and (z) the manner in which the payments due from Participant to Semitropic are to be adjusted to fairly and equitably reflect that change in Semitropic's costs (it being the intent of the parties that no windfall or unwarranted compensation or benefit should result to any party as a result of any adjustment made pursuant to this Section 6.9). Any adjustment to the payments due from Participant to Semitropic made pursuant to this Section 6.9 shall be effective as of the first day such Regulatory Change affects Semitropic's operations hereunder unless the parties otherwise agree and may be reconsidered thereafter at any time, at the request of any party, if the adjustment is unjustly under compensating or overcompensating any party.

ARTICLE 7.
INTERRELATIONSHIP OF ORIGINAL BANKING PROGRAM AND STORED WATER RECOVERY UNIT (SWRU)

7.1 General Provisions

7.1.1 Semitropic shall use, on a first priority basis, Original Banking Program Facilities and any additional capacity available in those facilities annually, to meet its obligations under the Original Banking Program Agreements to convey water to storage and to recover stored water on behalf of the Original Banking Partners. Any unused capacity in Original Banking Program Facilities shall be available to Participant and other SWRU Banking Partners as herein provided.

In addition, Semitropic shall make Program Entitlement Exchange Rights available first to the Original Banking Partners. The Original Banking Partners also have priority to SWP Entitlement Water or non-project water needed for exchange to accomplish the

delivery of up to 90,000 acre-feet annually using the Original Program Pumpback Capacity. Semitropic shall not operate the SWRU pumpback facility in a manner that adversely impacts the return of Original Banking Partner's Stored Water using the Original Program Pumpback Capacity.

7.1.2 The SWRU Facilities are planned to recover, and convey to the California Aqueduct, up to 150,000 acre-feet per year of Stored Water from Area B as shown in Exhibit A. In addition, the SWRU may recover up to 50,000 acre-feet per year of Stored Water from Area A as shown in Exhibit A, which capability is being enhanced through the SWRU with additional well connections and conveyance facility improvements not part of the Original Banking Program Facility, and convey it to the California Aqueduct for the benefit of the SWRU. The Original Banking Partners will have access to such recovery Capacity in Area A on a first priority basis, to the extent required to satisfy the Program Pumpback Capacity and Program Entitlement Exchange Rights of the respective Original Banking Program Agreements. Whenever Original Program Pumpback Capacity is available from the Original Banking Program Facilities during Semitropic's off-peak irrigation season and other times Semitropic determines to be operationally feasible (as provided at Section 5.4), it shall be offered to the Original Banking Partners (on a first priority basis) and the SWRU (on a second priority basis). Semitropic shall be entitled in its discretion to allow Lower Priority Banking Partners use any Program capacity as long as such use (i) is at all times subordinate to the use thereof by Banking Partners and (ii) does not result in any expense to Original Banking Partners or SWRU Banking Partners.

7.1.3 Subject to Section 7.1.5, the Original Banking Partners shall have second priority use of SWRU facilities, provided that (i) the rights of Participant and other SWRU Banking Partners to use unused capacities within the SWRU have been met and (ii) such Original Banking Partner's use shall not reduce the SWRU's expected returns or cause water quality to be unacceptable for return to the California Aqueduct.

7.1.4 Subject to Sections 5.6 and 7.1.5, the SWRU will have second priority use of Original Banking Program Facilities provided that: (i) all rights of the Original Banking Partners

to use unused capacity have been met, and (ii) such SWRU use shall not reduce the Original Banking Partners' expected returns or cause water quality to be unacceptable for return to the California Aqueduct.

7.1.5 If Semitropic utilizes the SWRU facilities in accordance with Section 7.1.3, on behalf of and with the consent of, an Original Banking Partner, then the Original Banking Partner shall pay a share of the fee determined pursuant to Section 14.1.5 of the Original Banking Partner's Agreement. If a SWRU Banking Partner utilizes Original Banking Program Facilities, the Operations and Maintenance fee shall be paid in accordance with Section 6.7.2 or 6.5.2 as applicable, of the Original Banking Program Agreements. The Original Banking Partners shall not be obligated to pay any additional fees for usage of the SWRU, nor shall SWRU Banking Partners be obligated to pay any additional fees for usage of Original Program Banking Facilities, other than as detailed in this section.

7.1.6 The Original Banking Partners' second priority rights specified in Sections 7.1.2 through 7.1.5 and Participant's right to use unused SWRU Pumpback Capacity to recovered Stored Water originating from the Well Field as specified in Section 5.2.2.1, shall not apply to water treatment facilities which may be constructed.

7.1.7 There shall be no increase in costs to the Original Banking Partners for modeling, monitoring, and any other activities resulting from the SWRU or any future expansion of the Semitropic Bank.

7.1.8 Nothing in this Agreement affects, acknowledges or establishes (i) rights as to use of any facilities other than the Original Banking Program Facilities and the Stored Water Recovery Unit Facilities, or (ii) rights as to the manner in which Stored Water, once recovered, is to be utilized.

7.2 Water Quality

7.2.1 Semitropic shall not operate the SWRU to cause Stored Water recovered for the benefit of the Original Banking Partners, which would otherwise meet applicable water quality standards for delivery into the California Aqueduct, to exceed such standards. Semitropic shall design and construct all Stored Water recovery components of the SWRU to allow the SWRU Well Field and operations of the Original Banking Program (including the facilities for recovery of 50,000 acre-feet annually from Area A as described in attached Exhibit A) to be operated in complete physical isolation from each other.

7.2.2 Inasmuch as the SWRU will also rely on Unused Program Entitlement Exchange Rights, the Original Banking Partners shall have a first priority to (i) exchange up to 133,000 acre-feet per year of Semitropic's Table A entitlement allocations from DWR (i.e., to exercise the Program Entitlement Exchange Rights), and (ii) to exercise other options that may be available as provided in Section 5.7 of their respective Original Banking Program Agreements. Such options may include, but are not necessarily limited to, blending or substituting water that Semitropic purchases, exchanges with others, and/or by treating and improving Stored Water quality to acceptable standards for direct pumpback.

7.2.3 Semitropic shall provide DWR and downstream users of the California Aqueduct which are Original Banking Partners and SWRU Banking Partners water quality information applicable to each Semitropic SWP turn-in facility, including but not limited to turn-in facilities utilized by the SWRU and Original Banking Program. Additionally, Semitropic shall provide the Technical Advisory Committee ("**TAC**") information regarding the quantity and quality of water measured at locations sufficient to determine the water quality within each major Semitropic system.

7.2.4 The Original Banking Partners shall have no responsibility and/or obligation to compensate or otherwise provide mitigation to Semitropic or SWRU Banking Partners as a result

of any adverse impacts of the Original Banking Program on water quality that affects the SWRU.

7.3 15-Foot/3 Year Rule

7.3.1 The Original Banking Partners shall have no responsibility and/or obligation to compensate or otherwise provide mitigation to Semitropic or SWRU Banking Partners as a result of any adverse impacts of the Original Banking Program on the SWRU, including but not limited to the "15 Foot/3 Year Rule" contained in the September 14, 1994 Memorandum of Understanding referred to in Section 5.5 ("MOU").

7.3.2 Semitropic shall endeavor to operate the SWRU to ensure that it has no adverse impacts to the Original Banking Program including, but not limited to, capability of the Original Banking Program to avoid reduction in or termination of Stored Water pumping, in current and future years.

In this regard, the Original Banking Program Agreements provide that if SWRU pumping directly or indirectly causes such an adverse impact, Semitropic shall assume all obligations to provide mitigation to the impacted Original Banking Partner(s), consisting of a like amount of water to be provided by Semitropic, which is of quality acceptable for delivery into the California Aqueduct, on a schedule acceptable to the affected Original Banking Partner(s) and in Reach 10 of the California Aqueduct, all as would have been available to the Original Banking Partner(s) absent the SWRU operations. In the event the SWRU causes a violation of the 15-foot/3-year rule, such that Stored Water cannot be returned to the California Aqueduct or other points of delivery used or useable by Participant, and, if resolution of impacts is delayed, Semitropic shall provide mitigation. If resolution of impacts caused by SWRU operations is untimely, then mitigation shall be as selected by each affected Original Banking Partner, from the following:

(a) Semitropic shall, if directed by an Original Banking Partner, and at such Original Banking Partner's sole discretion, by whatever means and facilities are available

at that time, credit an equivalent amount of water to the Original Banking Partner's Storage Account and shall not charge the Original Banking Partner the storage payment provided for by Section 6.2 (Storage Payments), with the result that the Original Banking Partner's Storage Account is credited with the amount of the "put"; without being debited the ten percent (10%) loss in Article 4; or

(b) Semitropic shall reimburse the affected Original Banking Partner(s) for all costs associated with acquiring an equivalent amount of water; or

(c) Other remedy mutually agreeable to the affected Banking Partner and Semitropic.

If Semitropic notifies Participant that this second paragraph of Section 7.3.2 may become operative, and the Participant notifies Semitropic that it nonetheless requests that Semitropic continue the return of Stored Water, Participant shall provide the mitigation on behalf of Semitropic which is herein required.

7.3.3 For purposes of determining whether reduction or termination of Stored Water pumping is required, Original Banking Program and SWRU groundwater level impacts, both for current conditions and forecasted conditions, shall be determined by Semitropic through groundwater modeling using the following methodology:

(a) Groundwater levels shall be estimated based on no Semitropic banking operations occurring (i.e. without Original Banking Program or SWRU);

(b) Groundwater levels shall be estimated based on only the Original Banking Program operations and without the SWRU operations; and

(c) Groundwater levels shall be estimated based on combined operations of the Original Banking Program and SWRU operations (i.e., actual conditions).

The groundwater level impacts due to the Original Banking Program at any given location as prescribed by the September 14, 1994 MOU shall be the difference between groundwater levels in Paragraphs (a) and (b) above. The groundwater level impacts due to the SWRU at any given location as prescribed by the MOU shall be the difference between groundwater levels in Paragraphs (b) and (c) above. Groundwater level impacts due to the difference between groundwater levels in Paragraphs (a) and (c) shall be determined consistent with the process prescribed by the MOU.

Semitropic shall periodically provide the Technical Advisory Committee information regarding the change in groundwater elevation measured at locations needed to identify any impacts of the SWRU on the 15-foot/3 year rule.

7.4 Technical Advisory Committee

A Technical Advisory Committee ("TAC") shall monitor implementation of Original Banking Program Agreements, as amended and the agreements governing the rights of SWRU Banking Partners. The Committee shall consist of one representative from each of the Original Banking Partners so long as each is a participant in the Program, one representative from the SWRU and one representative from Semitropic. The SWRU representative shall be annually selected by the SWRU Banking Partners based on their respective Shares. Semitropic shall chair such Committee and provide for periodic communication with Committee members. The TAC shall meet at least annually to discuss implementation and operation of the SWRU and any future programs. Any two members of the TAC may call a meeting of the TAC. Meetings of the TAC shall be held at the District's headquarters, unless its members agree otherwise.

ARTICLE 8.
DIVISION OF RISK RESPONSIBILITIES

Semitropic and Participant agree to cooperate, and Semitropic shall require other Banking Partners to cooperate, in reducing, to the greatest extent practicable, the risk from claims arising against any of the Parties from implementation of this Agreement. In the event of claims by third parties relating to this Agreement, the responsibilities of Semitropic, acting in its individual capacity, Participant and the other Banking Partners shall be divided as follows:

8.1 Semitropic shall defend, indemnify and hold harmless Participant and the other Banking Partners, and their respective directors, officers, agents and employees against any and all losses, claims, demands, fines, penalties and causes of action (herein collectively referred to as "**claims**") and shall assume responsibility for payment of any settlements, judgments, costs and attorneys' fees arising from claims concerning the following:

(a) Control, carriage, handling, use, disposal, or distribution of water in Semitropic's facilities;

(b) Any claim, contest or dispute by any landowner, resident, water user or other person or entity within the service area of, or otherwise served by, Semitropic, which claim contest or dispute concerns the Program;

(c) Construction, repair, modification, or replacement of any Semitropic facilities;

(d) Semitropic's Program and facilities. and the actions of Semitropic, its officers, employees or agents; and

(e) Any other activities under Semitropic's exclusive control.

If Participant is named in any such action, it may submit its defense to Semitropic, which shall bear the full cost of defense, except to the extent that Participant utilizes its own counsel for such defense. Notwithstanding the foregoing, the responsibility for any claims challenging the validity, underlying authority or enforceability of the Program under this Agreement shall be as provided at Section 8.3.

8.2 Each Banking Partner (including Participant) shall defend, indemnify and hold harmless Semitropic and the other Banking Partners, and their respective directors, officers, agents and employees, against any and all claims and shall assume responsibility for payment of any settlements, judgments, costs or attorneys' fees arising from claims concerning the following:

(a) Control, carriage, handling, use, disposal or distribution of Stored Water in facilities of that Banking Partner or in SWP facilities, to the extent that the claim relates to use of SWP facilities to implement this Agreement with respect to that Banking Partner;

(b) Any claim by a landowner, resident, public agency or other entity within the service area of, or otherwise served by, that Banking Partner challenging the appropriateness of that Banking Partner entering into this Agreement;

(c) Construction, repair, modification or replacement of any of the facilities of that Banking Partner;

(d) Operation of the facilities owned by, or the actions of the officers, employees or agents (other than Semitropic) of, that Banking Partner; and

(e) Any other activities under the exclusive control of that Banking Partner.

If Semitropic is named in any such action, it may submit its defense to the Banking Partner involved, which Banking Partner shall bear the full cost of defense, except to the extent

Semitropic utilizes its own counsel for such defense. Notwithstanding the foregoing, the responsibility for any claims challenging the validity, underlying authority or enforceability of the Program under this Agreement shall be as provided at Section 8.3. Semitropic shall not be entitled to any indemnification from Participant except as set forth in this Section 8.

8.3 As for any claims by a third party with respect to the SWRU which are not otherwise provided for at Sections 8.1 or 8.2, including any claims challenging the underlying authority for or the validity or enforceability of the SWRU under this Agreement, each SWRU Banking Partner shall be responsible for payment of its allocable share of any settlements or judgments to which it is a party with respect to such claims. If Semitropic is named in any action with respect to such a claim, it may submit its defense to the SWRU Banking Partners which are parties to that action with respect to that claim and those SWRU Banking Partners shall bear the full cost of defense, except to the extent Semitropic utilizes its own counsel for such defense.

8.4 At the request of Participant and/or other SWRU Banking Partners, Semitropic shall join in the defense of any claim which is not adverse to Semitropic's water supply or financial interests in which case the requesting Party shall reimburse Semitropic for all of its costs of defense. However, and notwithstanding Section 8.3 with respect to claims in which one or more of the plaintiffs resides or does business in Kern County challenging the recovery of groundwater under this Agreement, and with respect to any third party claim challenging this Agreement or the right of Participant to the return of its Stored Water in accordance with the terms of this Agreement, Participant may demand that Semitropic join in the defense of claims. In such case, Semitropic must comply with any such demand, the Parties shall jointly manage the litigation, and Participant and other SWRU Banking Partners who are parties to such litigation shall pay one-half of Semitropic's defense costs, if one or more of the plaintiff resides or does business in Kern County; and in other such cases, shall reimburse Semitropic for all of its costs of defense.

8.5 In the event that payments are made in settlement of a claim, in satisfaction of a judgment or for defense costs where the claim arises from issues applying to both Semitropic and one or more SWRU Banking Partners, payments shall be divided in proportion to the relative liability of each arising from the common claim. If the Parties cannot agree on the proportion, then the share to be paid by each of Semitropic and the SWRU Banking Partners shall be submitted to binding arbitration as provided at Article 10 hereof.

8.6 This Agreement shall be interpreted in a manner consistent with (i) Participant's CVP Water Contracts, and (ii) the principle that Participant is responsible for the conveyance of its water into and out of Semitropic, as determined at the relevant Point of Delivery, and Semitropic is responsible for conveyance, storage, return, facilities, operations and other matters on the Semitropic side of the Point of Delivery. "Responsibility" shall include, without limitation, regulatory compliance.

8.7 Notwithstanding any other provision herein to the contrary, nothing in this Agreement shall be construed to impose any liability on Participant caused by or arising from the conduct of any of the Original Banking Partners, other SWRU Participants, or Semitropic.

ARTICLE 9.
CONDITIONS REQUIRED FOR IMPLEMENTATION

9.1 Full implementation of this Agreement is contingent upon execution of appropriate Delivery Agreement(s) or other documentation allowing for water to be delivered to Semitropic for storage and return by Semitropic from storage to the California Aqueduct or other Point(s) of Delivery, all as provided in this Agreement between Participant and all affected parties , which agreements shall be acceptable to Semitropic, whose determination of acceptability shall not be unreasonably withheld.

9.2 This Agreement shall not go into effect until the following conditions have been satisfied:

(a) Participant's completion of compliance as lead agency with any applicable environmental review under the California Environmental Quality Act (CEQA) for Participant's participation in the banking program in accordance herewith, and Semitropic's completion of compliance with CEQA as a responsible agency. Semitropic shall remain fully responsible for regulatory compliance otherwise, including environmental review (see, e.g., Recitals D and H hereof); and

(b) The written consent or approval of Reclamation to the storage of CVP project water in Semitropic pursuant to this Agreement, in a form and content acceptable to Participant, has been finalized and provided to Participant, and Reclamation has completed compliance with any applicable environmental laws for such consent or approval;

(c) The expiration of the limitations periods for CEQA compliance for this Agreement and the associated activities without challenge, or, if a challenge is asserted, upon the date of Participant's written waiver of this condition precedent, signed by Participant and delivered to Semitropic;

Notwithstanding the foregoing, if at any time before the Effective Date hereof, either Party finds that any terms or conditions, or other regulatory requirement imposed on participation of Participant in the Semitropic Banking program as set forth in this Agreement, significantly diminishes the benefit of this Agreement on that Party, that Party may provide written notice to the other Party that the first party is exercising its right to prevent this Agreement from going into effect. The notice must be received by the second party before the Effective Date.

9.3 Notwithstanding Section 9.2 above, the Effective Date shall be no later than December 31, 2010, except as extended as follows. In the event of factors outside of the Parties' control, such as other agencies' approval or regulatory processes, extensions shall be

granted upon written request by either Party. Extensions beyond December 31, 2011 shall not be allowed absent the written agreement of both Parties.

9.4 The Parties will keep each other informed concerning the satisfaction of Article 9 Conditions.

ARTICLE 10.
DISPUTE RESOLUTION

10.1 In the event of a dispute regarding interpretation or implementation of this Agreement, or if the parties are unable to agree upon a matter as to which their agreement is provided for hereunder, the Parties will endeavor to resolve the dispute by using the service of a mutually acceptable consultant. The fees and expenses of the consultant shall be shared equally by the Parties.

10.2 If a consultant cannot be agreed upon, or if the consultant's recommendations are not acceptable to the Parties, and unless the Parties otherwise agree, the matter shall be resolved by arbitration as provided in this Article 10 and in the California Arbitration Act (Part 3 [commencing with § 1280], Tit. 9, Calif. Code Civ. Proc.), including Section 1283.05. The Parties agree to be bound by the majority decision of a three-member panel to be selected as follows:

(a) One member shall be selected by Participant (or if the dispute is between various Banking Partners and Semitropic, the Banking Partners involved shall collectively agree on the member).

(b) One member shall be selected by Semitropic; and

(c) The third member shall be selected by the other two (2) members.

If the two (2) members selected by the Banking Partner(s) and Semitropic are unable to agree on the selection of a third member or if Banking Partners are unable to agree on a member among themselves, either Party may petition a court to appoint such member pursuant to Code of Civil Procedure Section 1281.6. The fees and expenses of the panel members shall be paid as follows: Semitropic pays for its member, Participant pays for its member (or if the dispute involves more than one Banking Partner, the participating Banking Partners share the fees and expenses of the member according to the ratio of each participating Original Banking Partner's Permanent Storage Allocation and each participating SWRU Banking Partner's SWRU Storage Capacity divided by the sum of all participating Original Banking Partner's Permanent Storage Allocation and the sum of all participating SWRU Banking Partner's SWRU Storage Capacity), and the fees and expenses of the third member of the panel shall be shared fifty percent (50%) by Semitropic with the remainder to be shared among the other Banking Partners participating in the dispute resolution process according to the same formula immediately referenced above. Alternatively, if the dispute is between Banking Partners and Semitropic has no direct interest in the outcome, the total costs of arbitration shall be paid by the Banking Partners according to the ratio of each participating Original Banking Partner's Permanent Storage Allocation and each participating SWRU Banking Partner's SWRU Storage Capacity divided by the sum of all participating Original Banking Partner's Permanent Storage Allocation and the sum of all participating Original Banking Partner's SWRU Storage Capacity. (As an example if (i) all Banking Partners are involved in a dispute, (ii) a Participant has 20,000 Shares (thus having SWRU Storage Capacity of 60,000 AF), (iii) all Original Banking Partners have fully vested Permanent Storage Allocations and (iv) 100,000 SWRU Shares have been acquired (represents SWRU Storage Capacity of 300,000 AF) then the Participant's share of such costs allocated among the Banking Partners would be 60,000 / (1,000,000 + 300,000) = 4.62%.)

If a Party asserts that another Party has breached obligations under this Agreement, it may request that the arbitration panel order the other Party to comply with this Agreement. Upon the panel finding that a Party has in fact breached this Agreement, the panel shall order compliance. The panel may order any other equitable relief permitted by California law, including declaratory or injunctive relief, applicable to the matter before the panel for resolution.

If termination is sought by a party pursuant to the terms hereof, the panel may determine the issues of whether a default has occurred or other condition precedent to the termination alleged has been satisfied and, if so, may issue orders implementing that termination. The orders of the panel shall be judicially enforceable. The panel may order that the effective date of its order be the date of the breach, if appropriate.

ARTICLE 11.
TERM OF AGREEMENT

11.1 The initial term of this Agreement shall terminate on December 31, 2035, the date of termination of the Agency's Long-Term Water Supply Contract.

11.2 At the election of Participant, this Agreement may be renewed by Participant for an additional term of 10 years on the terms and conditions set forth herein by providing notice of renewal to Semitropic not later than six months prior to the expiration of the initial term of this Agreement; provided, that Semitropic may reject such notice of renewal and terminate this Agreement at the end of the initial term if, at the end of the initial term, Semitropic will no longer be engaged in water banking for any party other than water banking for the direct benefit of its landowners. Further, if Semitropic's water supply contract with the Agency governing Semitropic's State Water Project water supply is not renewed, or if it is renewed with terms materially different from Semitropic's water supply contract in effect as of the effective date of this Agreement and such different terms materially and adversely affect (i) the economic consequences of this Agreement to Semitropic or (ii) Semitropic's ability to perform under this Agreement, then after Participant delivers its notice of renewal the parties shall negotiate equitable amendments to this Agreement to mitigate those adverse effects

11.3 After that first renewal term, Participant shall have the right to renew this Agreement for sequential terms of 10 years each on the terms and conditions applicable during the first renewal period (provided Semitropic is continuing banking programs with third parties as provided in Section 11.2) by providing notice of renewal to Semitropic not later than six

months prior to the expiration of then current term of this Agreement; provided, that Semitropic may reject any such notice of renewal and terminate this Agreement at the end of the then current term. However, if Semitropic rejects such a notice and then offers water banking services to any other party utilizing the same capacities as provided under this Agreement, such services shall be offered first to Participant at the same level and on the same terms offered to such other party.

ARTICLE 12.
MISCELLANEOUS PROVISIONS

12.1 **Successors and Assigns**. This Agreement shall bind and inure to the benefit of the successors and assigns of the Parties; provided, however, neither Party shall assign any of their rights or obligations under this Agreement without the prior written consent of the other. Provided, further, that Participant may subcontract with other entities to receive benefits under this Agreement (i.e. Participant's Customers), provided that Participant shall remain responsible for performing all duties under this Agreement, notwithstanding such subcontracts. Nothing in this Agreement is intended to confer any right or remedy under this Agreement on any person other than the Parties to this Agreement and their respective successors and permitted assigns, or to relieve or discharge any obligation or liability of any person to any Party to this Agreement, or to give any person any right of subrogation or action over or against any Party to this Agreement.

12.2 **Allocation Among Semitropic Improvement Districts**. Semitropic shall allocate the rights and obligations under this Agreement between the water users and landowners of Semitropic Water Storage District, Semitropic Improvement District, Buttonwillow Improvement District and Pond-Poso Improvement District as it deems appropriate, so long as Participant's and the other Banking Partners right to obtain the return of Stored Water is not adversely impacted.

12.3 **No Modification of Existing Contracts**. This Agreement shall not be interpreted to modify the terms or conditions of any of (a) the water supply contracts between the DWR and the Agency or Participant (b) the water supply agreements between the Agency and Semitropic

(c) any agreements (and amendments thereto) with any of the Original Banking Partners as they exist as of the date of this Agreement and (d) Participant's CVP Water Contracts

12.4 **Waiver/Cure of Defaults**. The failure of any Party to enforce against the other a provision of this Agreement shall not constitute a waiver of that Party's right to enforce such a provision at a later time. No Party shall be deemed to be in default of any provision of this Agreement unless the other Party has given written notice specifically stating the alleged default and the Party in default fails to cure the default within thirty (30) days of receipt of such written notice.

12.5 **Construction of Agreement**. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto and Section 1654 of the Civil Code has no application to interpretation of this Agreement. Headings at the beginning of Sections, paragraphs and subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement and shall not be used in construing it. The preamble, recitals and all exhibits and schedules to this Agreement are part of this Agreement and are incorporated herein by this reference. When required by the context: whenever the singular number is used in this Agreement, the same shall include the plural, and the plural shall include the singular; and the masculine gender shall include the feminine and neuter genders and vice versa. Unless otherwise required by the context (or otherwise provided herein): the words "**herein**," "**hereof**" and "**hereunder**" and similar words shall refer to the Agreement generally and not merely to the provision in which such term is used; the word "**person**" shall include individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority and other entity of whatever nature; each of the words "**Participant** " and "**Semitropic**" shall include the respective representatives, successors and permitted assigns, if any, of such person; the words "**including**," "**include**" or "**includes**" shall be interpreted in a non-exclusive manner as though the words "but [is] not limited to" or "but without limiting the generality of the foregoing" immediately followed the same; the word "**month**" shall mean calendar month; and the term "**business day**" shall mean any day other than

a Saturday, Sunday or legal holiday. If the day on which performance of any act or the occurrence of any event hereunder is due is not a business day, the time when such performance or occurrence shall be due shall be the first business day occurring after the day on which performance or occurrence would otherwise be due hereunder. All times provided in this Agreement for the performance of any act will be strictly construed, time being of the essence of this Agreement. Unless otherwise required by Contract (or otherwise provided herein), references to capacity in acre-feet shall refer to annual capacities (except as to a Storage Account Balance or stored water, which shall be a cumulative value).

12.6 **Entire Agreement**. This Agreement and other documents expressly referenced herein constitute the entire agreement between the Parties pertaining to the matters provided for herein and, except as herein provided, supersedes all prior and/or contemporaneous agreements and understanding, whether written or oral pertaining between the Parties relating to the matters provided for herein.

12.7 **Severability**. In the event that a court of competent jurisdiction or a arbitration panel as provided at Article 9 determines that a provision included in this Agreement is legally invalid or unenforceable and such decision becomes final, the Parties to this Agreement shall use their best efforts to (i) within thirty (30) days of the date of such final decision identify by mutual agreement the provisions of this Agreement which must be revised, and (ii) within three (3) months thereafter promptly agree on the appropriate revision(s). The time periods specified above may be extended by mutual agreement of the Parties. Pending the completion of the actions designated above, to the extent it is reasonably practical and can be done without violating any applicable provisions of law, the provisions of this Agreement which were not found to be legally invalid or unenforceable in the final decision shall continue in effect.

12.8 **Force Majeure**. All obligations of the Parties other than monetary or payment obligations shall be suspended for so long as and to the extent the performance thereof is prevented, directly or indirectly, not to exceed one year, by earthquakes, fires, tornadoes, facility failures, floods, drownings, strikes, other casualties, acts of God, orders of court or governmental

agencies having competent jurisdiction, or other events or causes beyond the control of the Parties. In no event shall any liability accrue against a Party, to its officers, agents or employees, for any damage arising out of or connected with a suspension of performance pursuant to this Section 12.8.

12.9 **Notices**. All notices, requests and demands hereunder ("**Notices**") shall be in writing and shall be deemed to have been duly given when delivered (or, if mailed, postage prepaid, on the third business day after mailing, if that date is earlier than actual delivery). Notices shall be sent to a Party at the address of that Party set forth below or, if such Party has furnished notice of a change of that address as herein provided, to the address of that Party most recently so furnished. Notices for Semitropic shall be sent to the General Manager of Semitropic at Post Office Box Z, Wasco, California 93280, if mailed, and otherwise to the General Manager at 1101 Central Avenue, Wasco, California 93280. Notices for Participant shall be sent to Director of Public Works, The City of Tracy, 520 Tracy Blvd., Tracy, CA 95376. Each Party hereto (a "**Recipient**") who receives from another Party hereto (a "**Sender**") by electronic facsimile transmission (telecopy) any writing which appears to be signed by that Sender is authorized to rely and act upon that writing in the same manner as if the original signed writing was in the possession of the Recipient upon oral confirmation of that Sender to the Recipient that the writing was signed by that Sender and is intended by that Sender to be relied upon by the Recipient. Each Party transmitting any writing to any other Party by electronic facsimile transmission agrees to forward immediately to that Recipient, by expedited means (for next day delivery, if possible), or by first class mail if the Recipient so agrees, the signed hard copy of that writing, unless the Recipient expressly agrees to some other disposition of the original by the Sender.

12.10 **Further Assurances**. Each party hereto, upon the request of the other, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this instrument.

12.11 **Counterparts**. This Agreement, and any document or instrument entered into, given or made pursuant to this Agreement or authorized hereby, and any amendment or supplement thereto may be executed in two or more counterparts, and by each party on a separate counterpart, each of which, when executed and delivered, shall be an original and all of which together shall constitute one instrument, with the same force and effect as though all signatures appeared on a single document, upon counterparts being executed by all of the parties. Any signature page of this Agreement or of such an amendment, supplement, document or instrument may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto but having attached to it one or more additional signature pages. In proving this Agreement or any such amendment, supplement, document or instrument, it shall not be necessary to produce or account for more than one counterpart thereof signed by the party against whom enforcement is sought.

Executed the day and year first hereinabove written.

CITY OF TRACY

By: _____
Brent H. Ives, Mayor

By: _____
Sandra Edwards, City Clerk

Approved As To Form:

By: _____
Daniel Sodergren, City Attorney

SEMITROPIC WATER STORAGE DISTRICT

By:_____
Fredrick A. Wegis, President

By:_____
Wilmar L. Boschman, Assistant Secretary

SEMITROPIC IMPROVEMENT DISTRICT
OF SEMITROPIC WATER STORAGE DISTRICT

By:_____
Fredrick A. Wegis, President

By:_____
Wilmar L. Boschman, Assistant Secretary

BUTTONWILLOW IMPROVEMENT DISTRICT
OF SEMITROPIC WATER STORAGE DISTRICT

By:_____
Fredrick A. Wegis, President

By:_____
Wilmar L. Boschman, Assistant Secretary

POND-POSO IMPROVEMENT DISTRICT
OF SEMITROPIC WATER STORAGE DISTRICT

By:_____
Fredrick A. Wegis, President

By:_____
Wilmar L. Boschman, Assistant Secretary

From: Knittweis, Gwen [mailto:gwenk@water.ca.gov]
Sent: Thursday, October 07, 2010 5:06 PM
To: Steve Bayley
Cc: Trombly, Craig
Subject: Comments on SCH #2010092012 (City of Tracy Participation in Semitropic Water Storage District Banking Program)

Steve,
I have reviewed the "IS/Environmental Checklist and Proposed Neg Dec for Participation in the Semitropic Water Storage District Banking Program" SCH #2010092012 and would like to comment as follows:

The project description should make it explicit that agreements with DWR will need to be executed to provide for the delivery of the CVP water to Semitropic through the California Aqueduct and/or any associated transfers or exchanges to facilitate delivery of the water to or from Semitropic using State Water Project (SWP) facilities. As you have already stated in your document, any use of the SWP will not interfere with SWP operations, which will be a condition of such agreements. In addition, a change in place of use will need to be obtained from the SWRCB for any water deliveries outside the CVP place of use.

Thanks.

Gwen Knittweis, P.E.
Supervising Engineer
Water Contracts Branch
State Water Project Analysis Office, DWR
Office (916) 653-9593
Fax (916) 653-9628

CITY OF TRACY
520 TRACY BOULEVARD
TRACY, CA 95376

Participation in the Semitropic Water Storage District Banking Program

Initial Study, Environmental Checklist & Proposed Negative Declaration

September 2010

Prepared by:

TRACY
Think Inside the Triangle

EST. 1968
PROVOST& PRITCHARD
CONSULTING GROUP
An Employee Owned Company

149309V1-GEN

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1 INTRODUCTION

The City of Tracy (Tracy) has prepared this Initial Study/Negative Declaration (IS/ND) to address the environmental effects of the proposed Participation in the Semitropic Water Storage District (Semitropic) Banking Program (Project). This document has been prepared in accordance with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq. Tracy is the CEQA lead agency for this Project.

The Project involves the iterative transfers, exchanges and related actions for the delivery of water to Semitropic for banking the return of banked water to Tracy. These actions would be undertaken with the cooperation of the California Department of Water Resources (DWR) and the United States Bureau of Reclamation (Reclamation).

The Project is described in detail in Chapter 2, Project Description.

DOCUMENT FORMAT

This IS/ND contains five chapters. Section 1, Introduction, provides an overview of the project and the CEQA environmental documentation process. Chapter 2, Project Description, provides a detailed description of project objectives and components. Chapter 3, Initial Study Checklist, presents the CEQA checklist and environmental analysis for all impact areas, mandatory findings of significance, and feasible mitigation measures. If the project does not have the potential to significantly impact a given issue area, the relevant section provides a brief discussion of the reasons why no impacts are expected. If the project could have a potentially significant impact on a resource, the issue area discussion provides a description of potential impacts, and appropriate mitigation measures and/or permit requirements that would reduce those impacts to a less than significant level. Chapter 4, References, provides a list of reference materials used during the preparation of the IS/ND, and Chapter 5, List of Preparers, provides a list of key personnel involved in the preparation of the IS/ND.

Environmental impacts are separated into the following categories:

Potentially Significant Impact. This category is applicable if there is substantial evidence that an effect may be significant, and no feasible mitigation measures can be identified to reduce impacts to a less than significant level. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

Less Than Significant After Mitigation Incorporated. This category applies where the incorporation of mitigation measures would reduce an effect from a "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measure(s), and briefly explain how they would reduce the effect to a less than significant level (mitigation measures from earlier analyses may be cross-referenced).

Less Than Significant Impact. This category is identified when the project would result in impacts below the threshold of significance, and no mitigation measures are required.

No Impact. This category applies when a project would not create an impact in the specific environmental issue area. "No Impact" answers do not require a detailed explanation if they are adequately supported by the information sources cited by the lead agency, which show that the impact does not apply to the specific project (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis.)

2 PROJECT DESCRIPTION

PROJECT LOCATION

The Project location is within the boundaries of Tracy and Semitropic (see Figure 1).

Tracy is located in San Joaquin County, east of the Coastal Range that separates California's Central Valley from the San Francisco Bay Area (see Figure 2). Tracy lies 60 miles south of Sacramento and 60 miles east of San Francisco. Tracy can be found within the Tracy, Union Island, Clifton Court Forebay, and Midway, CA, United States Geological Survey (USGS) 7.5 minute quadrangles, in Townships 02 and 03 South, Ranges 04 and 05 East, MDB&M.

Latitude: N 37° 44′ 27″
Longitude: W 121° 26′ 26.5″

Semitropic is one of eight water storage districts in California and is the largest in Kern County, located northwest of the City of Bakersfield (see Figure 3). Semitropic can be found within the Allensworth, Buttonwillow, Delano West, Hacienda Ranch, Lokern, Lone Tree Well, Lost Hills, Lost Hills NE, Lost Hills NW, Pond, Rio Bravo, Semitropic, Wasco, Wasco NW, and Wasco SW, CA, USGS 7.5 minute quadrangles, in Townships 24, 25, 26, 27, 28 and 29 South, Ranges 21, 22, 23, 24 and 25 East, MDB&M.

Latitude: N 35° 35′ 23″
Longitude: W 119° 21′ 32″

PROJECT BACKGROUND AND OBJECTIVES

Background

Tracy currently delivers approximately 18,500 acre-feet per year (AF/yr) within its service territory and expects that demand will grow to 25,900 AF/yr by the year 2020. In order to meet the current and future water supply requirements, Tracy has established and continues to develop a diverse portfolio of water supplies which includes multiple contracts with Reclamation for Central Valley Project (CVP) water supplies, a contract with South San Joaquin Irrigation District to receive pre-1914 water supplies through the South County Water Supply Program, and local groundwater supplies.

Because Tracy has these multiple water supply sources available, it is provided with a great deal of flexibility in deciding when to take delivery and use each of these supplies. Tracy's proposal is to use this flexibility to bank surplus CVP supplies in out-of-area groundwater basins for later extraction and use. This will improve the reliability of their CVP supply, especially in dry years, and bolster Tracy's overall water supply portfolio.

Figure 1. Project Location

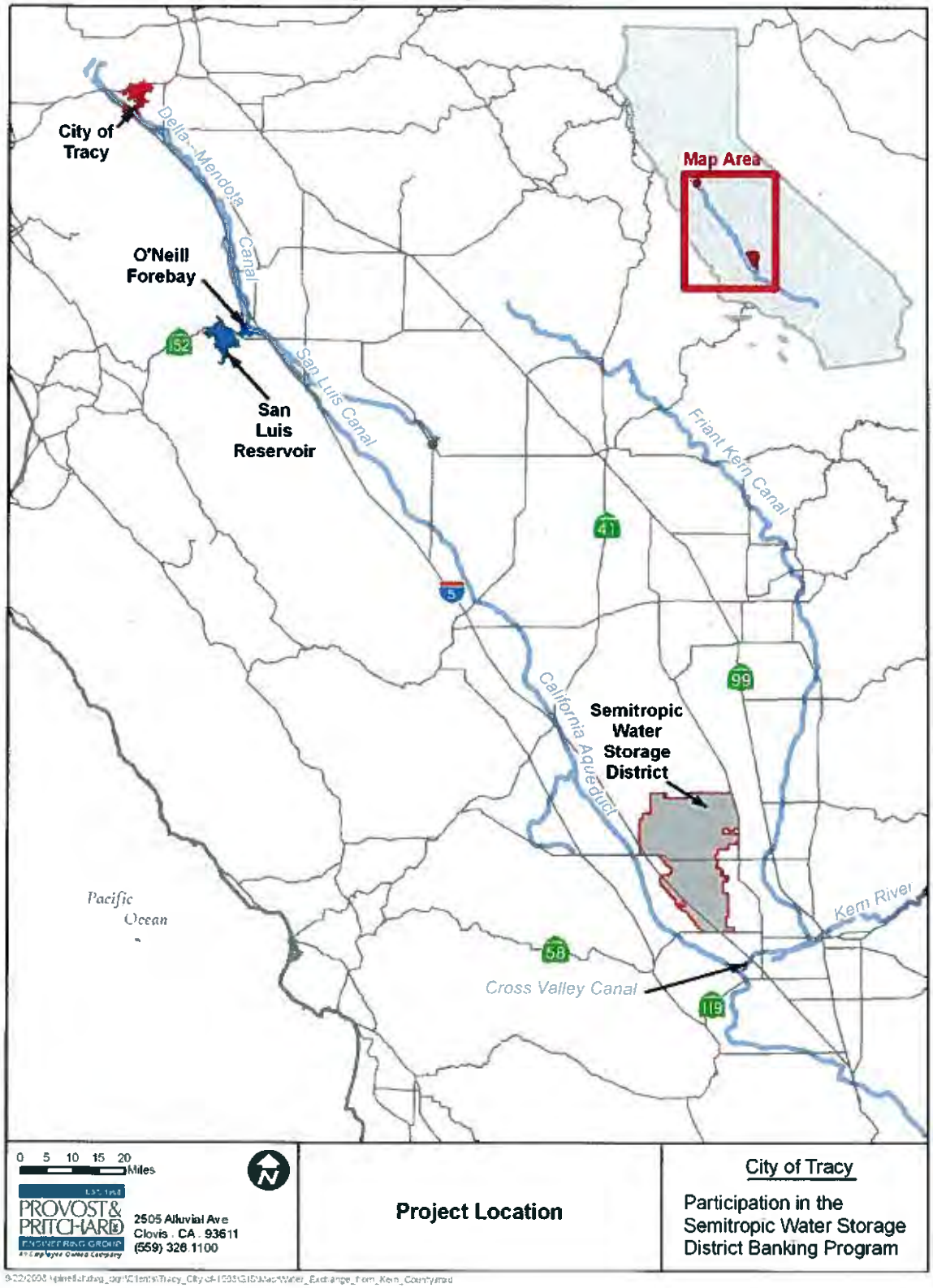


Figure 2. City of Tracy

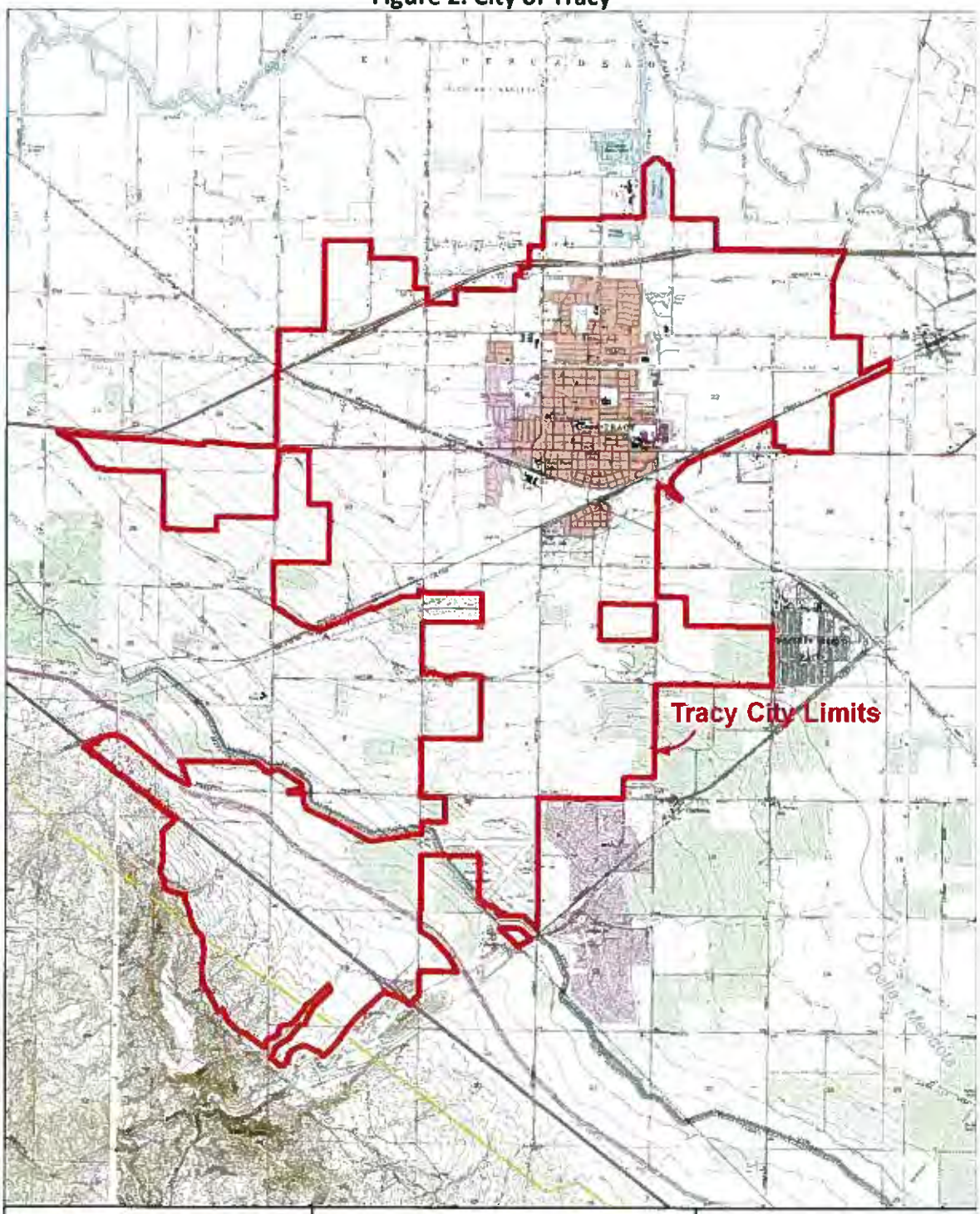
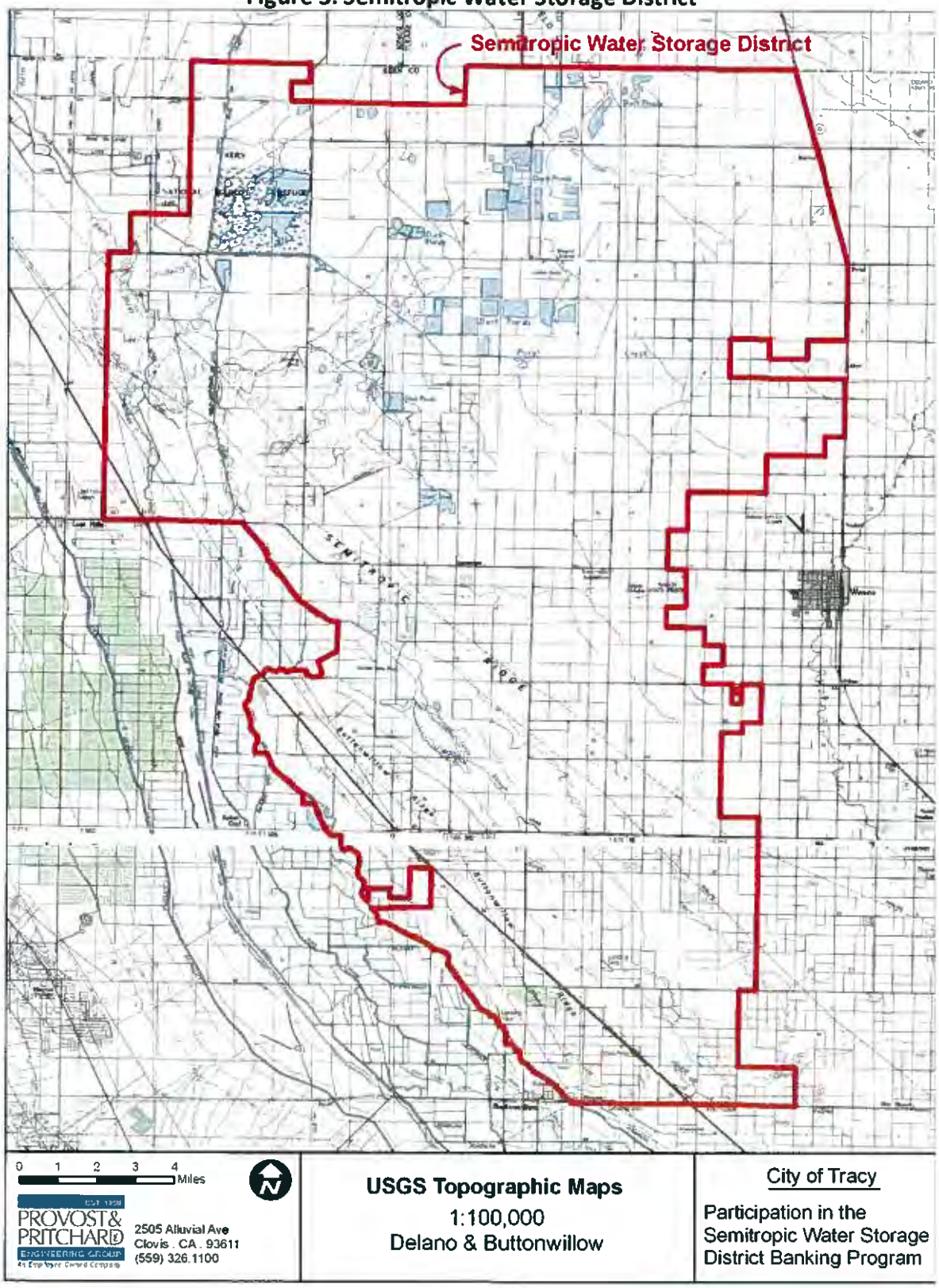


Figure 3. Semitropic Water Storage District



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In 2007, the Tracy City Council approved a pilot project with Semitropic for storage and recovery of 1,000 AF of water in the Semitropic Water Banking Project (Semitropic Bank). The purpose of the pilot project was to determine the administrative processes and costs associated with moving water in and out of the water bank in anticipation of a potential long-term water banking agreement between both parties. Under the pilot project, Tracy was able to bank the 1,000 AF of water in February 2007. In August 2007, 100 AF of the banked water was returned, and in December 2008 another 100 AF were returned.

Objective

As a result of the pilot project, Tracy determined that the amount of storage needed to provide a water supply hedge against a three-year drought is approximately 10,500 AF. Water storage capacity has now become available for purchase in the Semitropic Bank, and Tracy is proposing to become a long-term participant in the Semitropic Bank.

ENVIRONMENTAL SETTING

The potentially affected environment includes the state, federal and district owned facilities that would be involved in the storage, conveyance and exchange of this water, and are described below.

Existing SWP and CVP Facilities and Operation

The San Luis Unit, a part of the CVP and also part of the State Water Project (SWP), was authorized in 1960. Reclamation and the State of California constructed and operate this unit jointly. Some features are "joint-use facilities" of the Federal Government and the State. The principal purpose of the Federal portion of the facilities is to furnish approximately 1.25 million acre-feet of water as a supplemental irrigation supply to some 600,000 acres located in the western portion of Fresno, Kings, and Merced Counties.

The joint-use facilities are O'Neill Dam and Forebay, B.F. Sisk San Luis Dam, San Luis Reservoir, William R. Gianelli Pumping-Generating Plant, Dos Amigos Pumping Plant, Los Banos and Little Panoche Reservoirs, and San Luis Canal from O'Neill Forebay to Kettleman City, together with the necessary switchyard facilities. The Federal-only portion of the San Luis Unit includes the O'Neill Pumping Plant and Intake Canal, Coalinga Canal, Pleasant Valley Pumping Plant, and the San Luis Drain.

San Luis Reservoir serves as the major storage reservoir and O'Neill Forebay acts as an equalizing basin for the upper stage dual-purpose pumping-generating plant. Pumps located at the base of O'Neill Dam take water from the Delta-Mendota Canal (DMC) through an intake channel (a Federal feature) and discharge it into the O'Neill Forebay. The California Aqueduct (Aqueduct, a State feature) flows directly into O'Neill Forebay. The pumping-generating units lift the water from the O'Neill Forebay and discharge it into the main reservoir. When not pumping, these units generate electric power by reversing flow through the turbines. Water for

irrigation is released into the San Luis Canal and flows by gravity to Dos Amigos Pumping Plant where it is lifted more than 100 feet to permit gravity flow to its terminus at Kettleman City. A State canal system continues to southern coastal areas. During irrigation months, water from the Aqueduct flows through the O'Neill Forebay into the San Luis Canal instead of being pumped into the San Luis Reservoir. Two detention reservoirs, Los Banos and Little Pacheco, control cross drainage along the San Luis Canal. The reservoirs also provide recreation and flood control benefits.

Both the SWP and CVP are operated pursuant to a complex set of environmental and other operation requirements. Delta export operations are subject to Bay-Delta water quality standards set by the SWRCB, various Biological Opinions under the Endangered Species Act (ESA), provisions of the Coordinated Operations Agreement, and various other criteria, plans and agreements.

City of Tracy

Tracy is located in San Joaquin County, approximately 60 miles east of San Francisco and 60 miles south of Sacramento. Tracy city limits encompass approximately 21 square miles. Tracy currently delivers approximately 18,500 (AF/yr within its service territory and expects that demand will grow to 25,900 AF/yr by the year 2020.

Tracy has established and continues to develop a diverse portfolio of water supplies which includes multiple contracts with Reclamation for CVP water supplies, a contract with South San Joaquin Irrigation District to receive pre-1914 water supplies through the South County Water Supply Program, and local groundwater supplies.

Semitropic Water Storage District

Semitropic is located in north-central Kern County in the San Joaquin Valley, about 20 miles northwest of the City of Bakersfield. The total area of Semitropic is 220,000 acres with about 159,000 acres irrigated. There are no incorporated cities within Semitropic. Semitropic was organized in 1958 for the purpose of supplying supplemental water within its service area boundaries.

Surface water in Semitropic consists of local surface water supplies and water provided under its contract with the Kern County Water Agency (KCWA) for 133,000 AF of SWP water per year. The SWP water is pumped from the Delta and conveyed through the Aqueduct. The SWP water can be stored in San Luis Reservoir for subsequent conveyance in the Aqueduct to Semitropic.

Semitropic Water Bank

The storage capacity of the original phase of the Semitropic Bank is 1,000,000 AF. Total program annual withdrawal amounts are restricted by the size of the pump-back facility, contemporaneous scheduled SWP deliveries to the groundwater banking program, and the proportion of the total program capacity that has been contracted to other banking partners. The annual withdrawal capacity includes up to 133,000 AF of SWP water that could be

exchanged within the Aqueduct, and/or an additional 90,000 AF/yr of stored water extraction to the Aqueduct. Thus, the return capacity of the original program is a minimum of 90,000 AF per year, and a maximum of 223,000 AF/yr.

In 2005, Semitropic obtained the necessary permits and began construction on the second phase of its groundwater banking program. This new unit, the Stored Water Recovery Unit (SWRU), increases storage by 650,000 AF to a maximum of 1,650,000 AF and when fully operational, increases recovery capacity by 200,000 AF/yr for a total guaranteed or pumpback capacity of 290,000 AF/yr (150,000 AF of this increased recovery capacity is from a well field that is not anticipated to come online at full capacity within the next 5-10 years). The current recovery capacity under contract in the SWRU is 30,000 AF/yr, for a combined total pumpback capacity (between this and the original banking project) of 120,000 AF/yr. At complete build-out, the Semitropic Bank will have a pumpback capacity of up to 423,000 AF/yr of dry-year yield to the Aqueduct consisting of 200,000 AF/yr from the SWRU, 90,000 AF/yr from the Original Banking Program and up to 133,000 AF/yr of entitlement exchange capability.

PROJECT DESCRIPTION

The Project involves the iterative transfers, exchanges and related actions for the "put" (delivery of water to Semitropic for banking) and "take" (return of water to Tracy) of the banked water, which actions will be undertaken with the cooperation of the DWR and Reclamation.

The purpose of this project is to enhance the reliability of Tracy's existing water supplies. As described earlier, two successful pilot projects were previously approved and undertaken to assess the viability of this project.

The Project includes the following commitments:

- The banking and exchange of Tracy's CVP water as set forth in this project description and in the Tracy-Semitropic agreement has been determined to be consistent with, and will be conducted in a manner consistent with, Tracy's contracts with Reclamation for CVP water;
- The water will be used for beneficial purposes;
- The water will be used to increase the reliability of Tracy's existing water supplies and may be used for development covered by and consistent with Tracy's adopted General Plan (General Plan EIR certified July 20, 2006, SCH# 1992122069);
- The proposed return of water will be coordinated with, and would not adversely affect DWR and/or Reclamation, as appropriate, or Tracy's operations;
- The movement of water will not require the construction of any new water diversion or conveyance facilities.

Surface Water Supplies for Banking

Tracy is a CVP contractor. Tracy's water supplies which may be banked pursuant to this project include its original long term contract allocation (Contract No. 14-06-200-7858A), the contract assignment from the West Side Irrigation District (Contract No. 7-07-20-W0045-IR12), and the contract assignment from the Banta Carbona Irrigation District (Contract No. 14-06-200-4305A-IR12). Up to 1,750 AF/yr of water will be recharged under the Project. Water to be banked would be in excess of Tracy's immediate needs for CVP contract water. Ten percent of water banked with Semitropic would be left in the aquifer to replace losses.

Tracy receives its CVP water supplies from milepost 15.95 on the DMC. Semitropic contracts with DWR for SWP water through the KCWA. Physical delivery of Semitropic's SWP water occurs through Reaches 10A, 12E, and 13B of the Aqueduct. While Tracy and Semitropic receive water from separate water projects, these two projects intersect and commingle water at the O'Neill Forebay (O'Neill) of the San Luis Reservoir, located near Santa Nella, California. The exchange of water between the CVP and SWP systems would occur primarily at O'Neill.

Conveyance of water to Semitropic from Tracy would most likely occur as an operational exchange at O'Neill and then direct delivery to Semitropic's turnouts in KCWA. Tracy's CVP water would be released from the federal share of San Luis by Reclamation and made available to DWR's SWP at O'Neill via operational exchange. DWR would then deliver Tracy's CVP water from O'Neill to KCWA for banking within the Semitropic Bank or within Semitropic's share of the Kern Water Bank facilities. Refer to Figure 4 for a graphical depiction of this recharge flowpath.

Return of Banked Water

Up to 3,500 AF/yr of banked water would be returned to Tracy, which return would occur in several different ways, including:

1. The extracted Semitropic banked water would be delivered into the Aqueduct to meet downstream SWP demands. In exchange, a like amount of KCWA's SWP water would be exchanged back to O'Neill for delivery, via the state share of the joint use San Luis Canal, to Westlands Water District (WWD) turnouts within Reach 7 of the Aqueduct servicing lands within Kings County. In recognition of the SWP delivery into WWD, WWD and Tracy would enter into a transfer agreement to perform an accelerated Central Valley Project Improvement Act transfer of WWD CVP water to Tracy at Tracy's turnout along the DMC. Refer to Figure 5 for a graphical depiction of this return alternative.

2. The extracted Semitropic banked water would be delivered into the Aqueduct to meet downstream SWP demands. In exchange, a like amount of KCWA's SWP water would be exchanged back to O'Neill. A State Water Resources Control Board (SWRCB) approved Petition for Temporary Change in Place of Use would be obtained to authorize the delivery of the SWP water outside of the SWP place of use. The exchanged SWP water would then

be delivered under the Temporary Change in Place of Use Permit from O'Neill to meet downstream federal CVP demands in Merced and Fresno Counties, in exchange for a like amount of CVP water made available for delivery to Tracy via Tracy's turnout along the DMC. Refer to Figure 6 for a graphical depiction of this return alternative.

3. The extracted Semitropic banked water would be delivered into the Aqueduct to meet downstream SWP demands. In exchange, a like amount of KCWA's SWP water would be delivered to Tracy's turnout along the DMC via the CVP's Jones Pumping Plant, as authorized under the SWRCB's Joint Point of Diversion (D-1641). While the delivery of the SWP water would not require a Change in Place of Use permit, as Tracy lies within the SWP place of use, it would require a Warren Act Contract from Reclamation to authorize the conveyance of the non-Project SWP water through federal facilities (the DMC). Refer to Figure 7 for a graphical depiction of this return alternative.

4. In anticipation of the proposed San Luis Canal-DMC Intertie (Intertie), a fourth return mechanism is being contemplated. The extracted Semitropic banked water would be delivered into the Aqueduct to meet downstream SWP demands. In exchange, a like amount of KCWA's SWP water would be delivered via SWP's Banks Pumping Plant, and diverted through the Intertie to Tracy's turnout along the DMC. While the delivery of the SWP water would not require a Change in Place of Use permit, as Tracy lies within the SWP place of use, it would require a Warren Act Contract from Reclamation to authorize the conveyance of the non-Project SWP water through federal facilities (the DMC). Refer to Figure 8 for a graphical depiction of this return alternative.

Figure 4. Recharge Flowpath

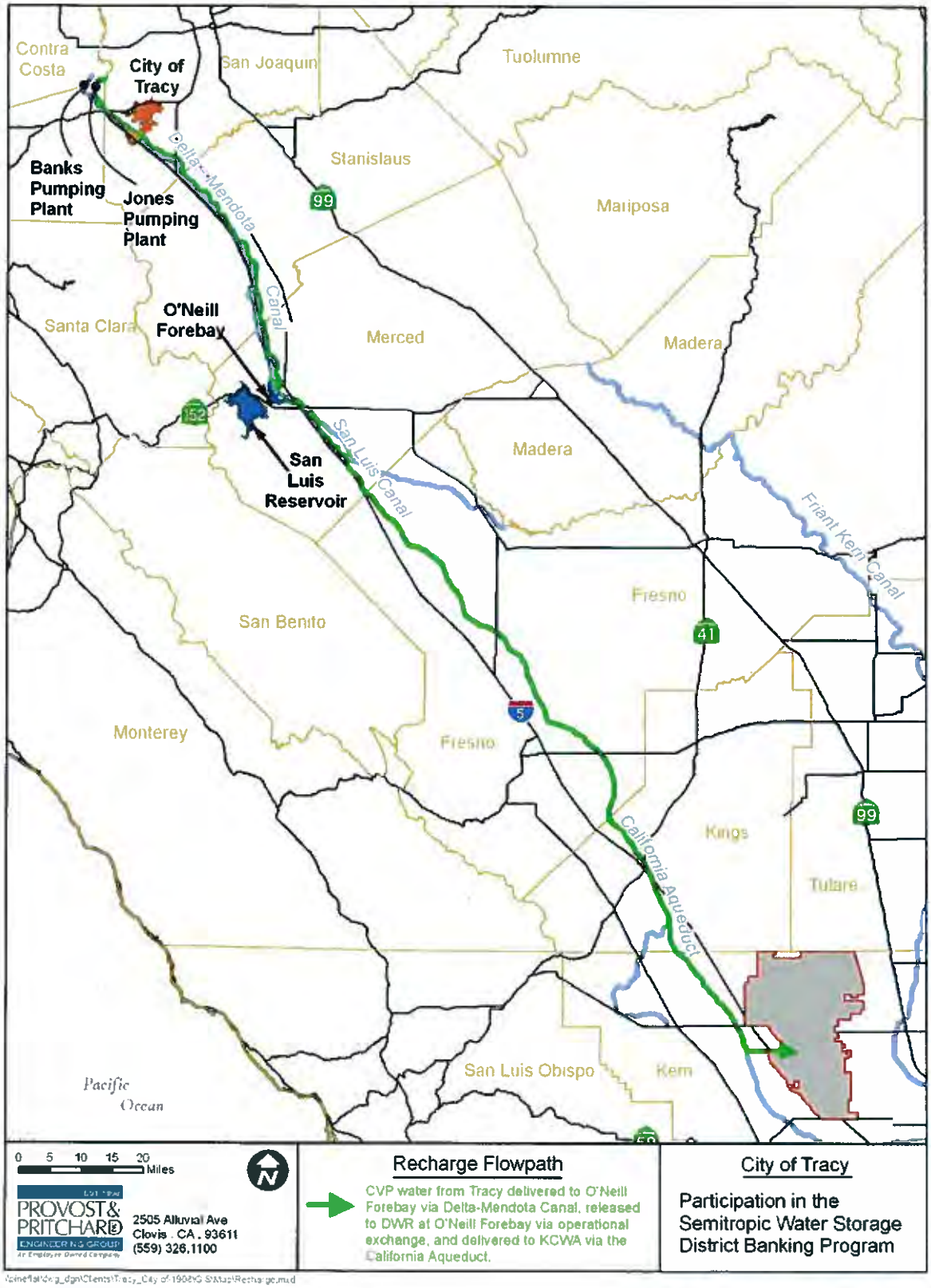


Figure 5. Return Option 1

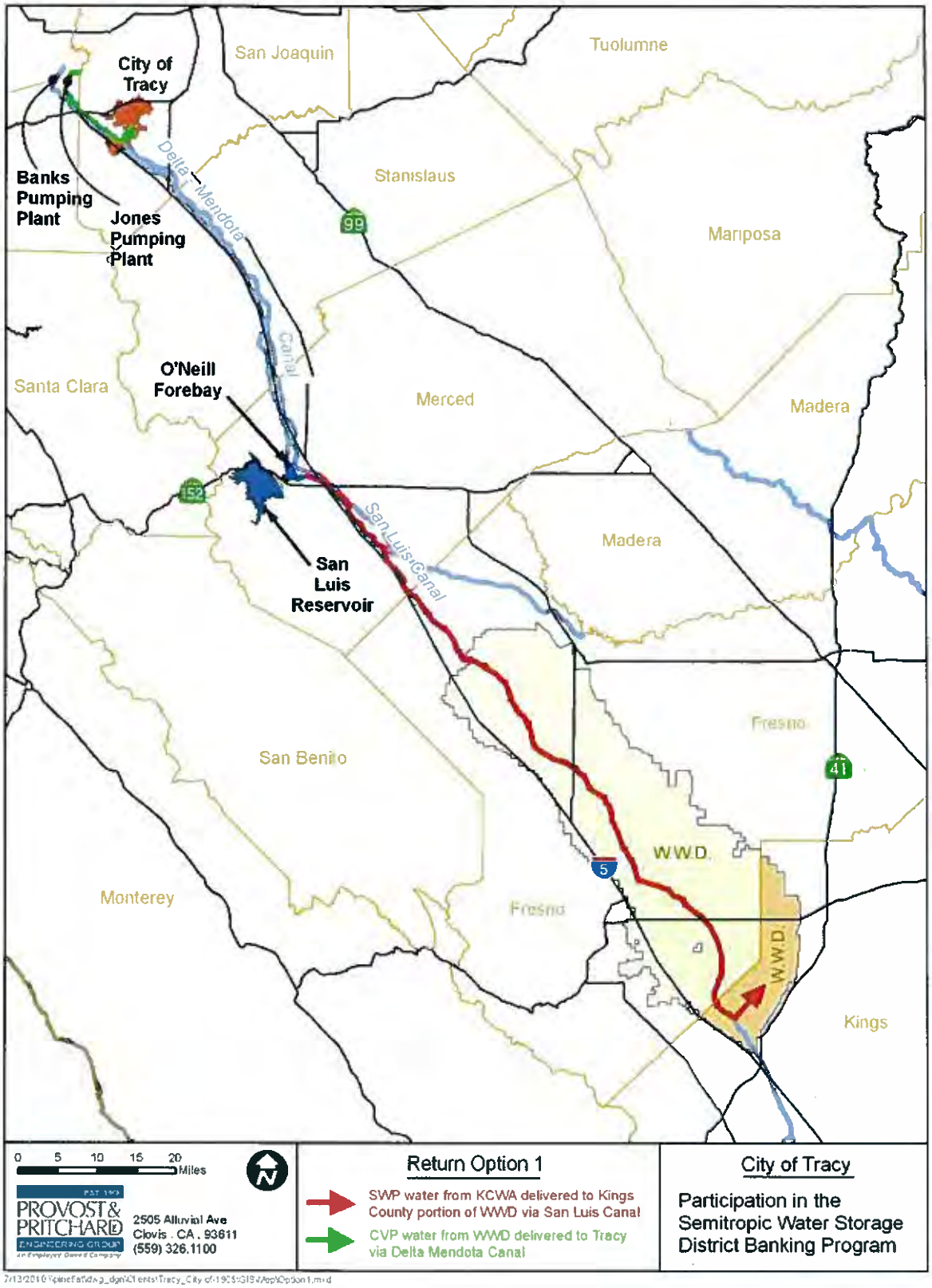


Figure 6. Return Option 2

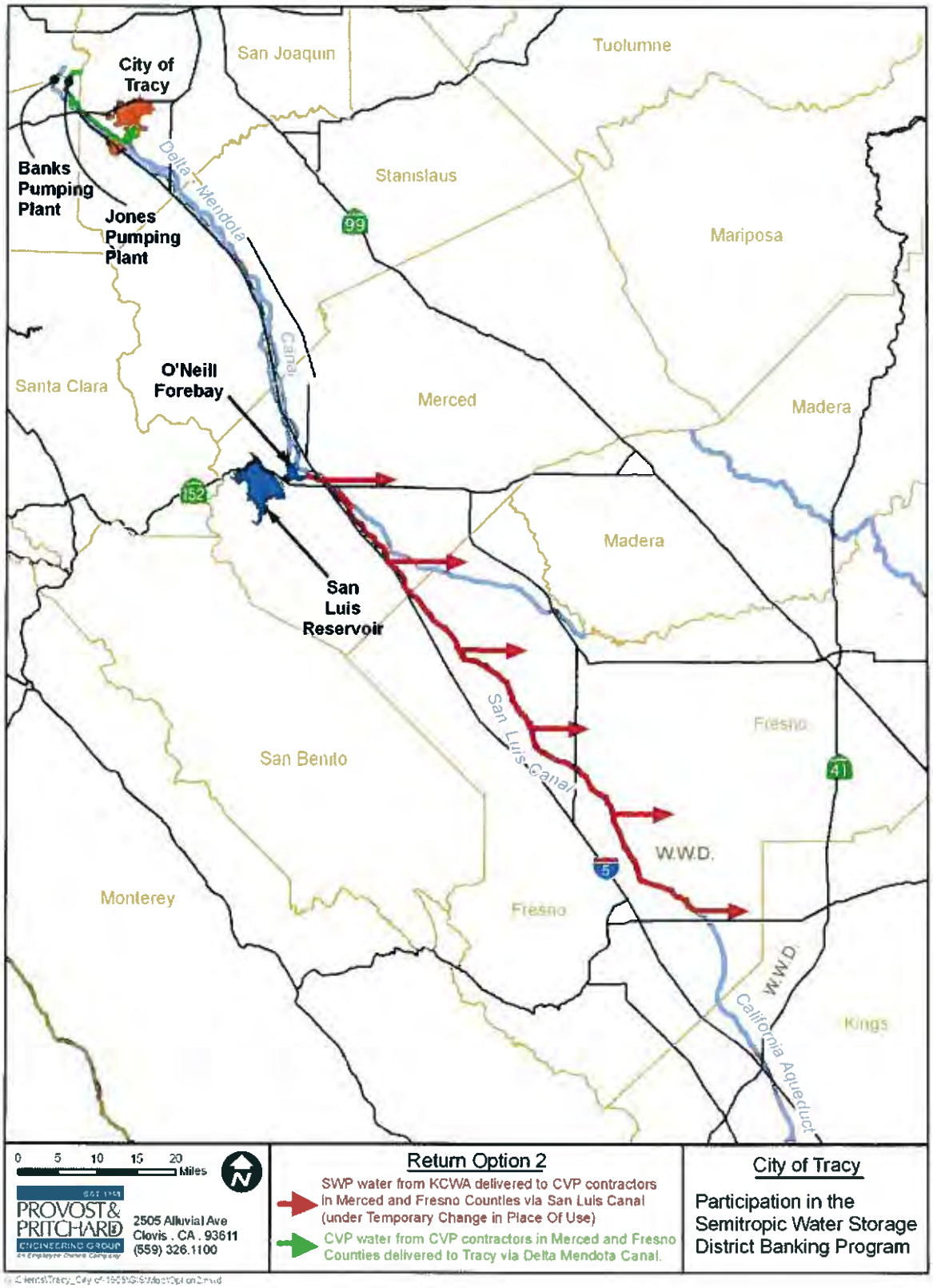


Figure 7. Return Option 3

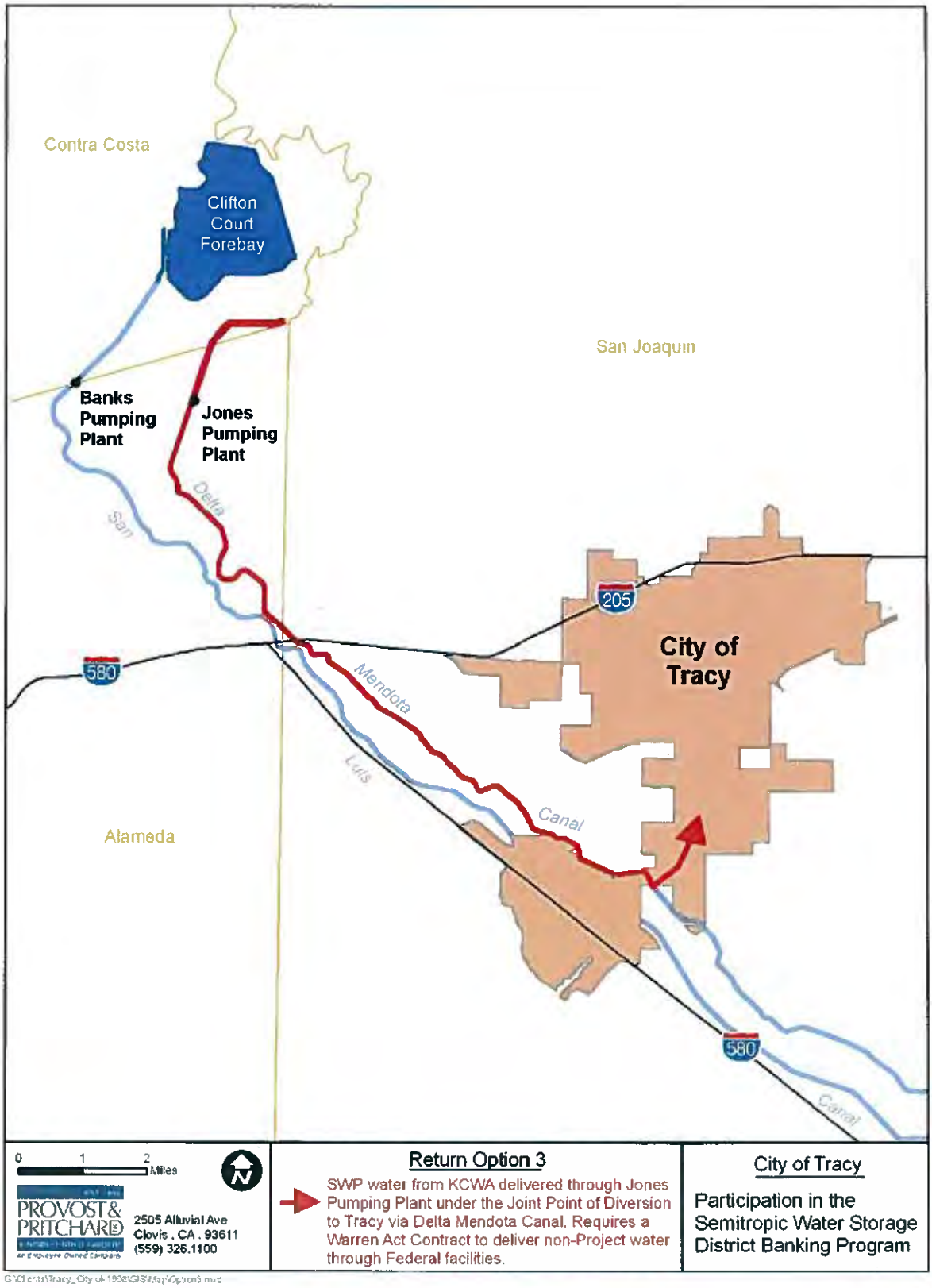
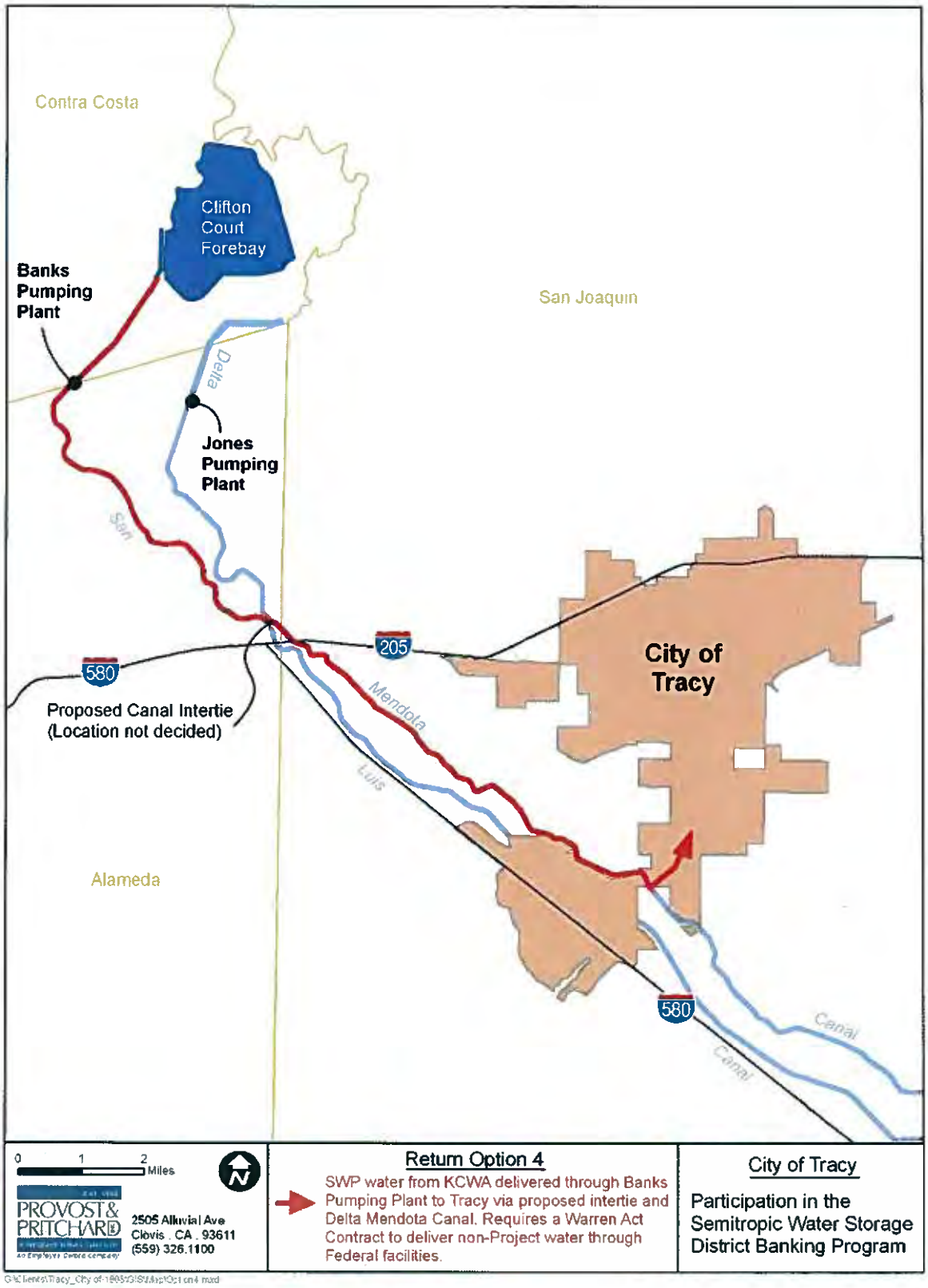


Figure 8. Return Option 4



Environmental Consequences

The Project improves Tracy's water supply reliability and operational efficiency, especially during critically dry hydrologic years. The proposed delivery of CVP water to Semitropic and the subsequent banking and return via exchange to Tracy would occur through existing SWP and CVP facilities. No new facilities would be needed as a result of the proposed project. The proposed project would not interfere with the normal operations of the SWP or CVP facilities, nor would it impede any SWP or CVP obligations to deliver water to other contractors or to local fish and wildlife habitat. Furthermore, the proposed project would not alter the quantity or timing of diversions from the Delta. Neither Tracy nor any CVP or SWP water user would be changing historic land and water management practices as a result of the proposed project.

The 1994 Semitropic Groundwater Banking Project Environmental Impact Report (EIR) evaluated potential impacts of the Banking Program operations on the timing of diversions from the Delta. The studies conducted under the EIR process determined that the timing of these diversions are regulated through operational restrictions under a number of agreements and biological opinions designed to protect sensitive fish species and on this basis, Semitropic operations would not considerably impact the timing of diversions from the Delta (Semitropic, 1994). The Project would be regulated by the same operational restrictions. Based on the preceding information, the proposed action alternative would result in no major changes to SWP and CVP facilities operations and would not affect surface water resources.

The Project will allow Tracy to bank available CVP water for future delivery during future and ongoing water supply shortages. This project will reduce Tracy dependence upon groundwater resources when the banked water is returned. There are no other impacts to canals, facilities, or operations for delivering surface water supplies, since the Project would utilize existing facilities.

3 INITIAL STUDY CHECKLIST

1.	**Project title:**	Participation in the Semitropic Water Storage District Banking Program
2.	**Lead agency:**	City of Tracy 520 Tracy Blvd Tracy, CA 95376
3.	**Contact person:**	Steve Bayley, Deputy Director of Public Works (209) 831-4434
4.	**Project location:**	The City of Tracy (Tracy) is located in San Joaquin County; Semitropic Water Storage District (Semitropic) is located in Kern County, CA.
5.	**Latitude, Longitude:**	N/A.
6.	**General plan designation:**	N/A.
7.	**Zoning:**	Municipal.
8.	**Description of project:**	See Chapter 2, Project Description
9.	**Surrounding land uses and setting:**	See Chapter 2, Project Description

10. **Other public agencies whose approval is required:** (Responsible Agencies)

Semitropic Water Storage District 1101 Central Avenue PO Box Z Wasco, CA 93280-0877	California Department of Water Resources State Water Project Analysis Office 1416 9th Street Sacramento, CA 95814
Kern County Water Agency PO Box 58 Bakersfield, CA 93302-0058	United States Bureau of Reclamation 1243 N St Fresno, CA 93721-1813

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:
The environmental factors checked below would be potentially affected by this project, as indicated by the checklist and subsequent discussion on the following pages.

☐ Aesthetics	☐ Agriculture Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Geology/Soils
☐ Greenhouse Gas Emissions	☐ Hazards & Hazardous Materials	☐ Hydrology/Water Quality
☐ Land Use/Planning	☐ Mineral Resources	☐ Noise
☐ Population/Housing	☐ Public Services	☐ Recreation
☐ Transportation/Traffic	☐ Utilities / Service Systems	☐ Mandatory Findings of significance

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 revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Steven G. Bayley
Signature

September 8, 2010
Date

Steven G. Bayley
Printed name

For

Issues:

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?	☐	☐	☐	☒
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	☐	☐	☐	☒
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☐	☒

Discussion:

a) No Impact. Tracy has identified open space and agricultural lands as their primary scenic resources. There are no identified scenic vistas in the Semitropic area. There would be no physical changes associated to the viewshed with the proposed Project (Project); therefore there would be no impacts to a scenic vista.

b) No Impact. There are two officially dedicated California Scenic Highway segments in the Tracy area. 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. There are no federally, state or locally designated in the Semitropic area. The Project would not result in any physical changes. There would be no impact.

c), d) No Impact. As analyzed in Impact I-a, the Project would not involve any physical changes to the existing viewsheds in the region and no new light sources would be created. There would be no impact.

II. AGRICULTURE AND FOREST 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. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.

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?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
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))?	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
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?	☐	☐	☐	☒

Discussion:

a), b) No Impact. The Project does not involve any change of land use and no physical changes are proposed as part of the Project. There would be no potential for farmland conversion or any potential

conflict with an existing Williamson Act contract as there would be no change to the existing land uses. There would be no impact to agricultural resources.

c), d) No Impact. The movement of water would not result in the loss of forest land, as the Project would not change the existing land uses. Additionally, there are no forest resources in the Project vicinity. There is no impact

e) No Impact. The Project does not involve any new construction. The water would be used to increase the reliability of Tracy's existing water supplies and may be used for development covered by and consistent with Tracy's adopted General Plan (General Plan EIR certified July 20, 2006, SCH# 1992122069). There would be no impact.

III. 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?	☐	☐	☐	☒
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	☐	☐	☐	☒
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)?	☐	☐	☐	☒
d) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	☒
e) Create objectionable odors affecting a substantial number of people?	☐	☐	☐	☒

Discussion:

a) No Impact. The Project lies within the San Joaquin Valley Air Basin, which is managed by the San Joaquin Valley Air Pollution Control District (SJVAPCD). National Ambient Air Quality Standards (NAAQS) and California Ambient Air Quality Standards (CAAQS) have been established for the following criteria pollutants: carbon monoxide (CO), ozone (O_3), sulfur dioxide (SO_2), nitrogen dioxide (NO_2), particulate matter (PM_{10} and $PM_{2.5}$), and lead (Pb). The CAAQS also set standards for sulfates, hydrogen sulfide, and visibility.

Areas are classified under the Federal Clean Air Act as either "attainment", "non-attainment" or "extreme non-attainment" areas for each criteria pollutant based on whether the NAAQS have been achieved or not. Attainment relative to the State standards is determined by the California Air Resources Board (CARB). The San Joaquin Valley is designated as a State and Federal extreme non-attainment area

for O_3, non-attainment area for $PM_{2.5}$, and a State and Federal attainment area for CO, SO_2, PM_{10}, NO_2, and Pb (SJVAPCD, 2008).

The Project would not conflict with or obstruct the implementation of the air quality management standards. Standards set by the SJVAPCD, CARB, and Federal agencies relating to the Project would continue to apply. There would be no impact.

b) **No Impact.** The San Joaquin Valley is designated as a Federal and State non-attainment area for $PM_{2.5}$ and extreme non-attainment for O_3. The SJVAPCD is the regional agency that regulates air permitting and maintains an extensive air quality monitoring network to measure criteria pollution concentrations throughout the San Joaquin Valley air basin. The Project would not involve any additional pumping or any new construction. There would be no impact.

c), d) **No Impact.** As discussed in Impact III-b, the Project would not result in any new construction; therefore no new emissions would be created by the participation in the banking program. There would be no impact.

e) **No Impact.** The Project would not be a source of odors; therefore, there would be no impact.

IV. 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?	☐	☐	☐	☒
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 U.S. Fish and Wildlife Service?	☐	☐	☐	☒
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?	☐	☐	☐	☒
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?	☐	☐	☐	☒
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
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?	☐	☐	☐	☒

Discussion:

a) No Impact. Tracy is located within the United States Geological Survey (USGS) Tracy, Union Island, Clifton Court Forebay, and Midway 7.5-minute topographic quadrangles while Semitropic is located within the USGS Allensworth, Buttonwillow, Delano West, Hacienda Ranch, Lokern, Lone Tree Well, Lost Hills, Lost Hills NE, Lost Hills NW, Pond, Rio Bravo, Semitropic, Wasco, Wasco NW, and Wasco SW 7.5 minute topographical quadrangles. Based on a review of information from the California Department of Fish and Game (CDFG) Natural Diversity Database (CNDDB) RareFind2 data (2010, July) for these quadrangles, there are five plant species with federal and state-listed status, and/or California Native

Plant Society listed status, 13 species of wildlife that are federally or state-listed or have other special status reported from historical information for the 20 quadrangles as shown in Table 1.

The California Aqueduct (Aqueduct) and the Delta Mendota Canal (DMC) have the potential to contain habitat; however no construction activities would occur as a result of the Project. The water transfer would utilize existing infrastructure. There would be no impacts to biological resources.

b) No Impact. Riparian habitats typically occur adjacent to waterways. The Project site is within a waterway; however there is no new construction associated with the Project and no proposed change in land uses. The Project would comply with the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan and all rules and regulations of the United States Army Corps of Engineers and the CDFG. There would be no impact.

c) No Impact. A review of the National Wetlands Inventory maps for the respective USGS quads was conducted and there are 25 freshwater ponds and freshwater emergent wetlands for a total of 98 acres of wetlands in Tracy. Semitropic contains 409 freshwater emergent wetlands, 43 lakes, and other various wetlands totaling 19,871 acres in wetlands. No construction or earthmoving activities would take place as a part of the Project; therefore, there would be no impact.

d) No Impact. The Aqueduct and the DMC have the potential to act as wildlife corridors. The Project would not involve any grading or expansion of the existing water conveyance facilities. Therefore the Project would not interfere with the movement of any wildlife species or the use of native wildlife nursery sites. There would be no impact.

e) No Impact. The City of Tracy General Plan (July 20, 2006) identifies that in an effort to protect sensitive and threatened species, Tracy has adopted the San Joaquin Council of Governments' San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) (November 2000). The Project is also within the plan area of the draft Valley Floor Habitat Conservation Plan (HCP) (December 2006). Although the HCP is not an approved plan, it presents a recent review of wildlife and habitat use in the plan area, which includes 3,110 square miles of the southern San Joaquin Valley. There is no adopted tree preservation ordinance for the Tracy or Kern County, where Semitropic is located. The Project does not involve tree removal, grading or expansion of the existing facilities and would not conflict with any existing or proposed preservation policies or ordinances. There would be no impact.

f) No Impact. The Project would not conflict with the adopted SJMSCP or the draft Valley Floor HCP. Therefore, the Project would have no impact.

Table 1
Federal and State-Listed Status

Scientific Name	Common Name	Special Status	CDFG or CNPS
Ambystoma californiense	California tiger salamander	FT; ST	SC
Spea hammondii	western spadefoot	-	SC

Scientific Name	Common Name	Special Status	CDFG or CNPS
Rana draytonii	California red-legged frog	FT	SC
Rana boylii	foothill yellow-legged frog	-	SC
Egretta thula	snowy egret	-	-
Nycticorax nycticorax	black-crowned night heron	-	-
Plegadis chihi	white-faced ibis	-	-
Dendrocygna bicolor	fulvous whistling-duck	-	SC
Elanus leucurus	white-tailed kite	-	-
Buteo swainsoni	Swainson's hawk	ST	-
Buteo regalis	ferruginous hawk	-	-
Aquila chrysaetos	golden eagle	-	-
Charadrius alexandrinus nivosus	western snowy plover	FT	SC
Charadrius montanus	mountain plover	-	SC
Athene cunicularia	burrowing owl	-	SC
Eremophila alpestris actia	California horned lark	-	-
Toxostoma lecontei	Le Conte's thrasher	-	SC
Lanius ludovicianus	loggerhead shrike	-	SC
Agelaius tricolor	tricolored blackbird	-	SC
Sorex ornatus relictus	Buena Vista Lake shrew	FE	SC
Antrozous pallidus	pallid bat	-	SC
Eumops perotis californicus	western mastiff bat	-	SC
Ammospermophilus nelsoni	Nelson's antelope squirrel	ST	-
Perognathus inornatus inornatus	San Joaquin pocket mouse	-	-
Dipodomys ingens	giant kangaroo rat	FE; SE	-
Dipodomys nitratoides nitratoides	Tipton kangaroo rat	FE; SE	-
Dipodomys nitratoides brevinasus	short-nosed kangaroo rat	-	SC
Chaetodipus californicus femoralis	Dulzura pocket mouse	-	SC
Onychomys torridus tularensis	Tulare grasshopper mouse	-	SC
Vulpes macrotis mutica	San Joaquin kit fox	FE; ST	-
Taxidea taxus	American badger	-	SC
Emys marmorata	western pond turtle	-	SC
Anniella pulchra pulchra	silvery legless lizard	-	SC
Gambelia sila	blunt-nosed leopard lizard	FE; SE	-
Phrynosoma blainvillii	coast horned lizard	-	SC
Masticophis flagellum ruddocki	San Joaquin whipsnake	-	SC
Masticophis lateralis euryxanthus	Alameda whipsnake	FT; ST	-
Thamnophis gigas	giant garter snake	FT; ST	-
Valley Sink Scrub		-	-
Valley Saltbush Scrub		-	-
Alkali Seep		-	-
Great Valley Valley Oak Riparian		-	-
Desmocerus californicus dimorphus	valley elderberry longhorn	FT	-

Scientific Name	Common Name	Special Status	CDFG or CNPS
	beetle		
Lytta hoppingi	Hopping's blister beetle	-	-
Lytta molesta	molestan blister beetle	-	-
Liaeopsis masonii	Mason's lilaeopsis	SR	1B.1
Blepharizonia plumosa	big tarplant	-	1B.1
Cirsium crassicaule	slough thistle	-	1B.1
Layia munzii	Munz's tidy-tips	-	1B.2
Madia radiata	showy golden madia	-	1B.1
Senecio aphanactis	chaparral ragwort	-	2.2
Monolopia congdonii	San Joaquin woollythreads	FE	1B.2
Symphyotrichum lentum	Suisun Marsh aster	-	1B.2
Amsinckia grandiflora	large-flowered fiddleneck	FE; SE	1B.1
Caulanthus coulteri var. lemmonii	Lemmon's jewel-flower	-	1B.2
Tropidocarpum capparideum	caper-fruited tropidocarpum	-	1B.1
Caulanthus californicus	California jewel-flower	FE; SE	1B.1
Tropidocarpum californicum	Kings gold	-	1B.1
Atriplex cordulata	heartscale	-	1B.2
Atriplex vallicola	Lost Hills crownscale	-	1B.2
Atriplex depressa	brittlescale	-	1B.2
Atriplex minuscula	lesser saltscale	-	1B.1
Atriplex subtilis	subtle orache	-	1B.2
Atriplex erecticaulis	Earlimart orache	-	1B.2
Astragalus hornii var. hornii	Horn's milk-vetch	-	1B.1
California macrophylla	round-leaved filaree	-	1B.1
Eremalche kernensis	Kern mallow	FE	1B.1
Eschscholzia rhombipetala	diamond-petaled California poppy	-	1B.1
Eriastrum hooveri	Hoover's eriastrum	Delisted	4.2
Delphinium recurvatum	recurved larkspur	-	1B.2
Calochortus striatus	alkali mariposa-lily	-	1B.2

Sources: CNDDB (2010), and CNPS (2010)
FE: Federally listed as Endangered SE: State listed as Endangered ST: State listed as Threatened
FT: Federally listed as Threatened SR: State listed as Rare CSC: California Special Concern species by CDFG
List 1B.1: Plants considered by the CNPS to be rare, threatened, or endangered in California and elsewhere
List 1B.2: Plants considered by the CNPS to be rare, threatened, or endangered in California but more common elsewhere

V. 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?	☐	☐	☐	☒
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☐	☐	☒
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	☒
d) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☐	☒

Discussion:

a), b) No Impact. The Project does not involve any new construction or earthmoving activities. As there would be no grading or construction associated with the Project, there would not be any impacts to historical or archaeological resources.

c), d) No Impact. The Project would not involve any new construction or ground disturbance; therefore there would not be potential to uncover any historical, paleontological or cultural resources. There would be no impact.

VI. 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.	☐	☐	☐	☒
ii) Strong seismic ground shaking?	☐	☐	☐	☒
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☐	☒
iv) Landslides?	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☐	☒
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?	☐	☐	☐	☒
d) Be located on expansive soil, as defined in Table 18-1-B of the most recently adopted Uniform Building Code creating substantial risks to life or property?	☐	☐	☐	☒
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?	☐	☐	☐	☒

Discussion:

a-i) No Impact. There are five faults within 45 miles of Tracy: Black Butte, Greenville, Calaveras, Hayward, and San Andreas. However, the California Geologic Survey does not list Tracy or San Joaquin County on its list of cities and counties affected by Alquist-Priolo Earthquake Fault Zones, as of May 1, 1999. The Poso Creek Fault, is a minor fault that passes through the northeast corner of Semitropic and the San Andreas Fault is approximately 20.5 miles southwest of Semitropic. Semitropic is located in Kern County which is one of the more seismically active areas of California. The Alquist-Priolo Earthquake Fault Zones does list Kern County as an area that may be affected. The Project would use existing conveyance and pumping facilities and would require no new construction. There would be no impact.

a-ii) No Impact. Any impacts regarding strong seismic ground shaking have been discussed in Impact VI-a-i. There would be no impact.

a-iii) No Impact. No subsidence prone soils or oil or gas production is involved with the Project. There would be no impact.

a-iv) No Impact. No geologic landforms exist on or near the Project site that would result in a landslide event. There would be no impact.

b) No Impact. The Project would utilize existing conveyance and pumping facilities and would require no new construction. No grading or earthmoving activities are associated with the Project. There would be no impact.

c) No Impact. The soils around the Project are primarily 31 % Capay clay, 22 % Stomar clay loam, 14 % Capay-Urban land complex (Tracy) and 29 % Garces silt loam, 15 % Milham sandy loam, and 15 % Nahrub, drained- Lethent complex (Semitropic). There is no new construction and no earthmoving activities associated with the Project. There would be no impact.

d) No Impact. The Project would not include the use of septic tanks or other alternative waste water disposal system. There would be no impact.

VII 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?	☐	☐	☐	☒
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☐	☒

Discussion:

a, b) No Impact. While climate change has been a concern since at least 1988, as evidenced by the establishment of the United Nations and World Meteorological Organization's Intergovernmental Panel on Climate Change, the efforts devoted to greenhouse gas (GHG) emissions reduction and climate change research and policy have increased dramatically in recent years. In 2002, with the passage of Assembly Bill 1493 (AB 1493), California launched an innovative and pro-active approach to dealing with GHG emissions and climate change at the state level. AB 1493 requires the Air Resources Board (ARB) to develop and implement regulations to reduce automobile and light truck GHG emissions; these regulations applied to automobiles and light trucks beginning with the 2009 model year.

On June 1, 2005, Governor Arnold Schwarzenegger signed Executive Order S-3-05. The goal of this Executive Order is to reduce California's GHG emissions to: 1) 2000 levels by 2010, 2) 1990 levels by the year 2020, and 3) 80% below the 1990 levels by the year 2050. In 2006, this goal was further reinforced

with the passage of Assembly Bill 32 (AB 32), the Global Warming Solutions Act of 2006. AB 32 sets the same overall GHG emissions reduction goals while further mandating that ARB create a plan, which includes market mechanisms, and implement rules to achieve "real, quantifiable, cost-effective reductions of greenhouse gases." Executive Order S-20-06 further directs state agencies to begin implementing AB 32, including the recommendations made by the state's Climate Action Team.

Climate change and GHG reduction is also a concern at the federal level; however, at this time, no legislation or regulations have been enacted specifically addressing GHG emissions reductions and climate change.

The Project does not include construction, earthmoving activities, or a change in land use. There would be no additional pumping required for the Project; therefore, no new or different air emissions are associated with Project implementation. There would be no impact.

VIII. 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?	☐	☐	☐	☒
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?	☐	☐	☐	☒
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
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?	☐	☐	☐	☒
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?	☐	☐	☐	☒
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?	☐	☐	☐	☒
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
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?	☐	☐	☐	☒

Discussion:

a) No Impact. There would be no transport, use or disposal of hazardous materials. There would be no impact.

b) No Impact. The Project would not create a significant hazard to the public or the environment as the Project would not discharge hazardous materials into the environment. There would be no impact.

c) No Impact. Tracy has 11 elementary schools, two middle schools, and seven high schools and continuation schools. There is one elementary school in Semitropic. The Project involves no new construction and would not emit hazardous emissions, involve hazardous materials, or create a hazard to the schools in any way. There would be no impact.

d) No Impact. The Project does not involve land that is listed as a hazardous materials site pursuant to Government Code Section 65962.5 and is not included on a list compiled by the Department of Toxic Substances Control. There would be no impact.

e) No Impact. The Project would comply with safety and development restrictions for the Tracy Municipal Airport as specified in the Airport Land Use Compatibility Plan Update for San Joaquin County (July 2009). The plan also addresses land uses surrounding the airport, by identifying compatible land uses for the various safety criteria. There are no airports within Semitropic. The Project would not result in a safety hazard as no people will be working in the Project area. The Project will utilize existing water conveyance facilities and no new construction would be required. There would be no impact.

f) No Impact. Any impacts regarding private airstrips have been discussed in Impact VII-e. There would be no impact.

g) No Impact. The Project occurs on existing waterways and would not interfere with the emergency response and evacuation procedures outlined in the City of Tracy Emergency Plan, revised in November 1997 or the adopted multi-jurisdictional Kern County, California Multi-Hazard Mitigation Plan, as approved by the Federal Emergency Management Agency (FEMA). The Emergency Plan establishes the Standardized Emergency Management System required by State law, and includes information on mutual aid agreements, hierarchies of command, and different levels of response in emergency situations. There would be no impact.

h) No Impact. The City of Tracy General Plan Draft Environmental Impact Report (EIR) identifies that no part of Tracy has a high wildland fire hazard designation as quantified by the California Department of Forestry. A majority of the lands within Semitropic are in agricultural uses and are not considered wildlands. There would be no impact.

IX. 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?	☐	☐	☐	☒
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)?	☐	☐	☐	☒
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?	☐	☐	☐	☒
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?	☐	☐	☐	☒
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?	☐	☐	☐	☒
f) Otherwise substantially degrade water quality?	☐	☐	☐	☒
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?	☐	☐	☐	☒
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	☐	☐	☐	☒
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?	☐	☐	☐	☒
j) Inundation by seiche, tsunami, or mudflow?	☐	☐	☐	☒

Discussion:

a) No Impact. The Project does not involve any new construction, earthmoving activities or change in land use and would not violate any water quality standards nor would it impact waste discharge requirements. There would be no impact.

b) No Impact. The Project would not substantially deplete groundwater supplies or interfere substantially with groundwater recharge. The Project involves groundwater recharge and subsequent recovery, and ten percent of the water banked in Semitropic is left in the aquifer to replace losses. There would be no impact.

c), d) No Impact. No grading or construction would occur as a result of the Project. Drainage patterns would not be altered as a result of the Project. The Project proposes to utilize existing water conveyance and pumping facilities to transfer the water. There would be no impact.

e), f) No Impact. No grading or construction is proposed as part of the Project. The Project would not contribute to runoff water or degrade water quality. There would be no impact.

g) No Impact. According to the FEMA National Flood Insurance Program Flood Insurance Rate Map for Community Numbers 06077C0590F, 06077C0595F, 06077C0740F, and 06077C0745F dated October 16, 2009 and Community Numbers 06077C0730F and 06077C0735F, a majority of Tracy is located within Zone AE while the southern edge of the City is within Zone X. Semitropic is located within Community Numbers 06029C0125E, 06029C0150E, 06029C0175E, 06029C0200E, 06029C0650E, 06029C0675E, 06029C0700E, 06029C0725E, 06029C1200E, 06029C1225E, 06029C1275E, 06029C1725E, and 06029C1775E dated September 26, 2008 and Community Numbers 06029C1250E and 06029C1750E. The northern third of the District is within Zone A. Zones A and AE are areas determined to be subject to inundation by the 1-percent-annual-chance flood event and Zone X are areas of moderate flood hazard; however the construction of housing is not a part of the Project. There would be no impact with regard to flood related events on residential uses.

h) No Impact. The Project would not include any new construction or expansion of the existing facilities; therefore the Project would not impede or redirect flood flows. There would be no impact.

i) No Impact. According to the City of Tracy General Plan Draft EIR (October 2005) the northern portion of Tracy has the potential to be affected by potential dam failures from the San Luis Reservoir, New Melones and New Exchequer dams. Semitropic is over 26 hours from potential inundation from the Isabella Dam. Due to the distance from the dam any potential failures of the dam would allow for sufficient lead time for evacuation of the Project site. The impact would be less than significant.

j) No Impact. The Project is located inland across the coastal mountain range from the Pacific Ocean. The nearest large body of water is the Bethany Reservoir, which is located approximately 5 miles west of Tracy. Seiches are earthquake-generated waves within enclosed or restricted bodies of water. Due to the distance to the nearest fault as discussed in the analysis of Impact VI-a-I and the separation to the nearest large body of water, there would be no potential for seiche or tsunami to occur. There would be no impact.

X. 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?	☐	☐	☐	☒
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?	☐	☐	☐	☒
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	☐	☐	☐	☒

Discussion:

a), b) No Impact. The Project would utilize existing water conveyance facilities and is not proposing the construction of new facilities. The Project would be in conformance with all land use policies. There would be no impact.

c) No Impact. Tracy has adopted the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP). The Project would comply with the SJMSCP and the draft Valley Floor HCP (December 2006). No new facilities would be constructed; therefore the Project would not conflict with any of the goals of the SJMSCP or the draft Valley Floor HCP. There would be no impact.

XI. 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?	☐	☐	☐	☒
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?	☐	☐	☐	☒

Discussion:

a) No Impact. The Project would not be within an area identified as a mineral resource zone for Tracy or Semitropic. There are no known minerals to be present at the Project site. There would be no impact.

b) No Impact. The Project site is not delineated on a local land use plan as a locally important mineral resource recovery site; therefore, the existence of the Project would not result in the loss of availability of any mineral resources. There would be no impact.

XII. 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?	☐	☐	☐	☒
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☐	☒
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☐	☒
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☐	☒
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?	☐	☐	☐	☒
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?	☐	☐	☐	☒

Discussion:

a), b) No Impact. The Project involves the transfer of water through existing conveyance facilities. No construction is proposed with the Project and as such, there would be no impact resulting from noise or vibration.

c), d) No Impact. The Project proposes to utilize existing water conveyance and pumping facilities to transfer the water, which would not increase noise levels in the vicinity of the Project. There would be no impact.

e) No Impact. Tracy receives and transfers its water supplies from the DMC. A portion of the DMC is located within the Tracy Municipal Airport 60 db CNEL noise contour. The Project would comply with the Airport Land Use Compatibility Plan Update for San Joaquin County (July 2009) as described in impact VIII-e. The Project would use existing water conveyance and pumping facilities and would not expose people residing or working to an increase in noise levels. There would be no impact.

f) No Impact. As discussed in impact VIII-e there are no private airstrips in the vicinity of the Project. The Project would not expose people residing or working in the project area to excessive noise levels. There would be no impact.

XIII. 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)?	☐	☐	☐	☒
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

Discussion:

a) No Impact. The Project would utilize existing water conveyance facilities. No new construction is associated with the Project. The Project would improve the reliability of Tracy's existing water supply and may be used for development covered by and consistent with Tracy's adopted General Plan (General Plan EIR certified July 20, 2006, SCH# 1992122069). There would be no impact.

b) No Impact. No housing or people would be displaced as the Project does not involve the addition of any new housing. No new construction is associated with the Project. There would be no impact.

c) No Impact. Any impacts regarding the displacement of people have been discussed in Impact XIII-b. There would be no impact.

XIV. PUBLIC SERVICES Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire protection?	☐	☐	☐	☒
Police protection?	☐	☐	☐	☒
Schools?	☐	☐	☐	☒

Parks?	☐	☐	☐	☒
Other public facilities?	☐	☐	☐	☒

Discussion:

a) No Impact. The Project would not include any construction. The Project would utilize existing water conveyance and pumping facilities to transfer the water. There would not be an additional need for public services. There would be no impact.

Fire Protection: Tracy and Kern County Fire would continue to provide fire protection services to the Project site. No new construction is identified with this Project and no change in existing land use is associated with this Project, therefore, no additional services would be required. There would be no impact.

Police Protection: Tracy and Kern County would also continue provide police protection services to the Project site. Emergency response is adequate to the Project site. As discussed in Impact XIII-a, no new construction is proposed for this Project. The Project would not impact existing law enforcement services.

Schools: As discussed in Impact XIII-a, the Project would not include construction of any residential structures, nor change the existing land use. The Project would not result in an increase of population that would require additional school facilities. There would be no impact.

Parks: As the Project would not induce population growth, the project would not create a need for additional park or recreational services. There would be no impact.

Other public facilities: No other facilities are needed or would be impacted by the Project. There would be no impact.

XV. RECREATION Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
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?	☐	☐	☐	☒

Discussion:

a) No Impact. The Project would not increase the demand for recreational facilities nor put a strain on the existing recreational facilities. The Project would utilize existing water conveyance and pumping facilities to transfer the water. There would be no impact.

b) No Impact. This Project does not include recreational facilities nor would it require the construction or expansion of recreational facilities. There would be no impact.

XVI. TRANSPORTATION/TRAFFIC **Would the project:**	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
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?	☐	☐	☐	☒
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?	☐	☐	☐	☒
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?	☐	☐	☐	☒
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒
e) Result in inadequate emergency access?	☐	☐	☐	☒
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?	☐	☐	☐	☒

Discussion:

a), b) No Impact. The Project would not involve any construction. The Project would utilize existing water diversion and conveyance facilities. The Project would not cause an increase in local traffic as there would be no change to the existing land uses. There would be no impact to the circulation system.

c) No Impact. No new construction is proposed as part of the Project. Existing infrastructure would be used to move the water; therefore the Project would not result in a change in air traffic patterns. There would be no impact.

d) **No Impact.** No roadway design features are associated with this Project and there would be no change in the existing land use which would result in an incompatible use. There would be no impact.

e) **No Impact.** No roads would be modified as a result of this Project. As discussed in Impact VIII-g; there would be no impact to any emergency access.

f) **No Impact.** The Project would not conflict with any adopted transportation policies or plans. The Project would not alter the existing operating conditions nor modify any aspect of the surrounding circulations system. There would be no impact.

g) **No Impact**. The City of Tracy General Plan (July 2006) contains policies promoting the use of alternative transportation programs including walking, biking, and transit use. There are no new facilities proposed as part of the Project. The Project would not cause an increase in local traffic as there would be no change in the existing land use; therefore the Project would not conflict with alternative transportation programs. There would be no impact.

XVII. 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?	☐	☐	☐	☒
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?	☐	☐	☐	☒
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?	☐	☐	☐	☒
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	☐	☐	☐	☒
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?	☐	☐	☐	☒
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?	☐	☐	☐	☒

Discussion:

a), b) No Impact. The Project proposed to transfer water using existing facilities. The Project would not generate any new water or wastewater treatment requirements. There would be no impact.

c) No Impact. There would be no new facilities proposed as part of the Project. As existing water conveyance facilities would be used the Project would have virtually no change in the amount of stormwater drainage capacity needed to operate. There would be no impact.

d) No Impact. No new or expanded water entitlements would be required for the Project. There would be no impact.

e) No Impact. As discussed in Impact XVII-a and XVII-b, the Project would not generate additional wastewater. There would be no impact.

f) No Impact. There would be no new construction associated with the Project. As the Project would not generate an increase in solid waste, there would be no need for an increase in solid waste capacity for the Project. There would be no impact.

g) No Impact. The Project would continue to comply with any federal, state, and local regulations. There would be no impact.

XVIII. MANDATORY FINDINGS OF SIGNIFICANCE Would the project:	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?	☐	☐	☐	☒
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)?	☐	☐	☐	☒
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☐	☒

Discussion:

a) No Impact. The analysis conducted in this Initial Study results in a determination that the Project would have a less than significant effect on the local environment. The Project would involve no potential for significant impacts through the degradation of the quality of environment, the reduction in the habitat or population of fish or wildlife, including endangered plants or animals, the elimination of a plant or animal community or example of a major period of California history or prehistory. There would be no impact.

b) No Impact. The Project would not result in any cumulatively considerable impacts to biological or cultural resources. The Project would not include any construction or earth moving activities or a change in land use. There would be no impact. ("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.)

c) No Impact. The Project would not result in substantial adverse effects on human beings, either directly or indirectly. There would be no adverse effects on human beings resulting from implementation of the Project. There would be no impact.

4 REFERENCES

Airport Land Use Compatibility Plan Update San Joaquin County Aviation System San Joaquin County, California, Final. July 2009. Coffman Associates, Inc.

CEQA and Climate Change. January 2008. California Air Pollution Control Officers Association.

California Department of Conservation (Earthquake Alquist Priolo list) http://www.conservation.ca.gov/cgs/rghm/ap/Pages/affected.aspx

Cortese Knox California Department of Toxic Substances Control. http://www.envirostor.dtsc.ca.gov/public/map.asp?global_id=39970003

City of Tracy General Plan: Draft Environmental Impact Report. October 4, 2005, SCH # 1992 122 069. Prepared for City of Tracy by Design, Community and Environment, Berkley, CA.

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Land Use, Open Space, and Conservation Element. Kern County General Plan.

San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP). November 2000.

Semitropic Groundwater Banking Project, Final Environmental Impact Report, Findings and Mitigation Monitoring Plan. July 1994. Prepared by Semitropic Water Storage District and Metropolitan Water District of Southern California.

Semitropic Groundwater Banking Project Stored Water Recovery Unit, Final Supplemental Environmental Impact Report. January 2000. Prepared by Semitropic Water Storage District.

5 LIST OF PREPARERS

The following firms, individuals and agency staff contributed to the preparation of this document:

Steve Bayley, City of Tracy

520 Tracy Boulevard
Tracy, CA 95376

Dawn Marple, Environmental Planner
Rick Besecker, Project Manager
Emily Bowen, LEED AP, Senior Planner, QA/QC
Amy Wilson, Project Administrator

130 N Garden Street
Visalia, CA 93292

RESOLUTION _____

AUTHORIZING AN AGREEMENT BETWEEN CITY OF TRACY AND SEMITROPIC WATER STORAGE DISTRICT AND ITS IMPROVEMENTS DISTRICTS FOR PARTICIPATION IN THE SEMITROPIC WATER BANKING AND EXCHANGE PROGRAM, APPROVING A NEGATIVE DECLARATION AND AUTHORIZING THE MAYOR TO EXECUTE THE DOCUMENTS

WHEREAS, The City has established a diverse portfolio of water supplies, and

WHEREAS, Reliability varies with each of these supplies, and

WHEREAS, Storage provides a means to increase reliability by storing water in the wet years for use during the dry years, and

WHEREAS, Water storage capacity is now available in the Semitropic Water Banking District, and

WHEREAS, A pilot project to store water in Semitropic Water Banking District was implemented and resulted in water being transported back and forth between Tracy and Semitropic, and

WHEREAS, A Negative Declaration in compliance with California Environmental Quality Act has been prepared, and

WHEREAS, The Negative Declaration was circulated for public review from September 7, 2010 to October 8, 2010 including to the State Clearinghouse within the State of California Office of Planning and Research and no comments were received from the public, and

WHEREAS, Conveyance of the water through the Delta-Mendota Canal requires National Environmental Policy Act compliance and the United States Bureau of Reclamation is the appropriate lead agency, and

WHEREAS, The United States Bureau of Reclamation has agreed to provide the appropriate National Environmental Policy Act review and documentation and that work is underway, and

WHEREAS, Water storage for dry years has been identified as a component of water supply in the City's Urban Water Management Plan;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the City Council has considered the Initial Study and Negative Declaration for the participation in the Semitropic Water Storage District Banking Program, has considered the comment received during the public review process, and based upon its independent judgment after review of the entire record has concluded that there is no substantial evidence that the project will have a significant effect on the environment.

2. That the City Council hereby approves Participation in the Semitropic Water Storage District Banking Program and directs staff to prepare and file a Notice of Determination with the County Clerk of San Joaquin County for the City of Tracy/ Semitropic Water Storage District Pilot Water Banking project, in accordance with Sections 15075 and 15096 of Title 14 of the California Code of Regulations.

3. That the City Council hereby authorizes the Agreement between City of Tracy and Semitropic Water Storage District and its Improvement Districts for participation in the Stored Water Recovery Unit of the Semitropic Water Banking and Exchange Program, and authorizes the Mayor to execute the agreement and authorizes the City Manager to execute any needed time extensions.

* * * * * * * * * * *

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the 16th day of November, 2010, by the following vote:

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

November 16, 2010

AGENDA ITEM 1.G

REQUEST

AUTHORIZATION OF PROFESSIONAL SERVICES AGREEMENTS WITH ERLER & KALINOWSKI, INC. FOR PREPARATION OF AN URBAN WATER MANAGEMENT PLAN UPDATE AND AN UPDATE OF THE WATERSHED SANITARY SURVEY AND AUTHORIZATION FOR THE CITY MANAGER AND DIRECTOR OF PUBLIC WORKS TO EXECUTE THE AGREEMENTS

EXECUTIVE SUMMARY

Professional services for updates to the Urban Water Management Plan and the Watershed Sanitary Survey as mandated by State law.

DISCUSSION

The City is required by State law to prepare an Urban Water Management Plan update, which is due on June 30, 2011. This study is required to include a discussion of the planned growth in the City's service area: discussion of the planned sources of water to meet that growth; discussion of the planned program to reduce water usage during drought periods including impacts on the Water Enterprise's revenue; and discussion of the City's wastewater collection and treatment system including implementation of recycled water programs. The Urban Water Management Plan is required to have public review at a public hearing and adoption by the City Council. Erler & Kalinowski prepared the original study in 2000 and the update in 2005.

The City is also required by State law to update its Watershed Sanitary Survey every five years and the next update is due on December 31, 2010. This study examines possible sources of potential contamination to the City's surface water supply. The study will incorporate the South County Water Supply Program into the City's watershed survey. Erler & Kalinowski prepared the original survey in 1995 and the updates in 2000 and 2005.

STRATEGIC PLAN

This agenda item supports the environmental sustainability strategic plan and specifically implements the following goal:

Goal 2: Consumption and waste reduction.

- By planning for City water supply to meet future growth.
- By developing water reduction strategies.
- By implementing recycled water initiatives.

FISCAL IMPACT

There is no fiscal impact to the General Fund. The cost of the Urban Water Management Plan update is $44,000. The cost of the Watershed Sanitary Survey update is $20,000. These studies are included in the approved City budget as CIP's 75106 and 75107.

RECOMMENDATION

That the City Council, by resolution, authorize execution of the Professional Services Agreements with Erler & Kalinowski for an update of the Watershed Sanitary Survey and preparation of an update to the Urban Water Management Plan and authorize the City Manger and the Director of Public Works to execute the agreements on behalf of the City.

Prepared by: Steve Bayley, Deputy Director of Public Works

Reviewed by: Kevin Tobeck, Director of Public Works

Approved by: Leon Churchill, Jr., City Manager

RESOLUTION _____

AUTHORIZING A PROFESSIONAL SERVICES AGREEMENTS WITH ERLER & KALINOWSKI, INC. FOR PREPARATION OF AN URBAN WATER MANAGEMENT PLAN UPDATE AND AN UPDATE OF THE WATERSHED SANITARY SURVEY AND AUTHORIZING THE CITY MANAGER AND DIRECTOR OF PUBLIC WORKS TO EXECUTE THE AGREEMENTS

WHEREAS, The City is required by State law to prepare an Urban Water Management Plan update, which is due on June 30, 2011, and

WHEREAS, The Urban Water Management Plan is required to have public review at a public hearing and adoption by the City Council, and

WHEREAS, Erler & Kalinowski prepared the original study in 2000 and the update in 2005, and

WHEREAS, The City is required by State law to update its Watershed Sanitary Survey every five years and the next update is due on December 31, 2010, and the study will incorporate the South County Water Supply Program into the City's watershed survey, and

WHEREAS, Erler & Kalinowski prepared the original survey in 1995 and the updates in 2000 and 2005, and

WHEREAS, There is no fiscal impact to the General Fund. The cost of the Urban Water Management Plan update is $44,000; the cost of the Watershed Sanitary Survey update is $20,000, and

WHEREAS, These studies are included in the approved City budget as CIP's 75106 and 75107;

NOW, THEREFORE, BE IT RESOLVED That the City Council authorizes execution of the Professional Services Agreements with Erler & Kalinowski for an update of the Watershed Sanitary Survey and preparation of an update to the Urban Water Management Plan and authorizes the City Manger and the Director of Public Works to execute the agreements on behalf of the City.

* * * * * * *

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the 16th day of November, 2010, by the following vote:

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

_____
MAYOR

ATTEST:

_____
City Clerk

November 16, 2010

AGENDA ITEM 1.H

REQUEST

AUTHORIZATION OF A SUPPLEMENTAL APPROPRIATION OF $50,000 FROM THE WASTEWATER ENTERPRISE FUND FOR LEGAL SERVICES PROVIDED BY DOWNEY BRAND

EXECUTIVE SUMMARY

Additional funding is needed for legal services related to the City's wastewater discharge permit litigation.

DISCUSSION

The City has filed a lawsuit challenging an order of the State Water Resources Control Board (SWRCB) relating to the Wastewater Treatment Plant's National Pollutant Discharge Elimination System (NPDES) permit (*City of Tracy v. State Water Resources Control Board*). Downey Brand is currently providing legal services related to this litigation. The quality of the work performed is excellent. The appropriations for the current fiscal year have been expended and an additional appropriation is recommended.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no impact to the General Fund. The additional legal services to be performed are estimated at $50,000 with funding from the Wastewater Enterprise Fund.

RECOMMENDATION

That the City Council, by resolution, authorize a supplemental appropriation of $50,000 from the Wastewater Enterprise Fund.

Prepared by: Steve Bayley, Deputy Director of Public Works

Reviewed by: Kevin Tobeck, Director of Public Works

Approved by: Leon Churchill, Jr., City Manager

RESOLUTION _____

AUTHORIZING A SUPPLEMENTAL APPROPRIATION OF $50,000
FROM THE WASTEWATER ENTERPRISE FUND FOR LEGAL SERVICES
PROVIDED BY DOWNEY BRAND

WHEREAS, Downey Brand is currently providing legal services related to the City's wastewater discharge permit, and

WHEREAS, The quality of the work performed is excellent, and

WHEREAS, The appropriations for the current fiscal year have been expended and an additional appropriation is recommended, and

WHEREAS, There is no impact to the General Fund; the additional legal services to be performed are estimated at $50,000 with funding from the Wastewater Enterprise Fund;

NOW, THEREFORE, BE IT RESOLVED That the City Council authorizes a supplemental appropriation of $50,000 from the Wastewater Enterprise Fund.

* * * * * * * * * * *

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the 16th day of November, 2010, by the following vote:

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

November 16, 2010

AGENDA ITEM 1.I

REQUEST

AUTHORIZATION OF A PROFESSIONAL SERVICES AGREEMENT WITH WEST YOST & ASSOCIATES FOR AQUIFER STORAGE AND RECOVERY DEMONSTRATION PROJECT AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE AGREEMENT

EXECUTIVE SUMMARY

The Regional Water Quality Control Board (RWQCB) staff has indicated that the State is willing to process the City's request for an Aquifer Storage and Recovery (ASR) demonstration project. Professional services are required to proceed with injecting treated drinking water into the aquifer under Tracy, and after the water is stored underground for many months and is pumped out of the ground, the subsequent analysis of the chemical and hydrogeologic data.

DISCUSSION

The City of Tracy has proposed a project to demonstrate the feasibility of Aquifer Storage and Recovery (ASR) in Tracy. This project commenced in 2001 and was temporarily stopped in 2004 after a RWQCB hearing in which Tracy was denied a permit to proceed because of concerns about treated drinking water contaminating the underground aquifer. At the hearing, the RWQCB suggested that the Stanislaus River water would be the best water for Tracy to use for ASR.

ASR involves injecting into the groundwater basin excess treated surface water, via an ASR well, and extracting the stored water at a later date from the same well. If successful, the use of ASR will greatly enhance the reliability of the Tracy water supply, especially in drought conditions, by allowing surplus water in wet years to be stored for use during dry years. It will also assist in meeting the stringent salinity standards for Tracy's wastewater discharge proposed by the RWQCB.

During the past six years staff has been proceeding towards an ASR program by having Production Well No. 8 designed and equipped as an ASR well. That well project is now complete and is located at the corner of Tracy Boulevard and Sixth Street.

The proposed ASR demonstration project will be for a short term, temporary storage of up to 500 acre-feet of treated drinking water from the Stanislaus River (the South San Joaquin Irrigation District water supply). Injection will occur during the months of December through March. The water will remain underground for a period of several months and will be extracted at various intervals during the subsequent nine months to determine the rate of degradation of disinfection byproducts and other geochemical changes. The movement of the water will also be monitored using data collected from monitoring wells. All

water that is injected will be pumped out using the well and put into the water distribution system for use.

West Yost & Associates was selected for this work as part of the selection process for the Water Master Plan. ASR was specifically included in this request for proposals. The services to be provided by West Yost & Associates include preparation of an ASR Demonstration Program, permitting, evaluation of the test program, reporting to the RWQCB and preparation of a final report.

STRATEGIC PLAN

This agenda items supports the environmental sustainability strategic plan by increasing City water reliability, and meeting State salinity standards for Tracy wastewater discharge into the Delta.

FISCAL IMPACT

There is no impact to the General Fund. The cost of these professional services is estimated to be $95,000. This item is budgeted in Fiscal Year 2010-11 as CIP 75078 and there are adequate funds available.

RECOMMENDATION

That the City Council, by resolution, authorize the Professional Services Agreement with West Yost & Associates, and authorize the Mayor to execute the agreement.

Prepared by: Steve Bayley, Deputy Director of Public Works

Reviewed by: Kevin Tobeck, Director of Public Works

Approved by: Leon Churchill, Jr., City Manager

Attachments

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN PROFESSIONALS
AQUIFER STORAGE AND RECOVERY DEMONSTRATION PROGRAM—PHASE I

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into by and between the CITY OF TRACY, a municipal corporation (hereinafter "CITY"), and West Yost Associates, (hereinafter "CONSULTANT").

RECITALS

A. CONSULTANT is a registered professional engineer.

B. CONSULTANT services are needed related to the Phase I program development and permitting for an Aquifer Storage and Recovery Demonstration Program for the CITY (PROJECT).

C. At the request of the CITY, in October 2010, CONSULTANT submitted a proposal to perform the services described in this Agreement. After negotiations between CITY and CONSULTANT, the parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

D. On _____, 2010, the City Council authorized the execution of this Agreement, pursuant to Resolution No. 2010-____.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES.** CONSULTANT shall perform the services described in Exhibit "A" attached hereto and incorporated herein by reference. The services shall be performed by, or under the direct supervision of, CONSULTANT's Authorized Representative: Gerry Nakano 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 the prior written consent of the CITY.

2. **TIME OF PERFORMANCE.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. CONSULTANT shall commence 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 commenced 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 (10) 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. **INDEPENDENT CONTRACTOR STATUS.** CONSULTANT is an independent contractor and is solely responsible for all acts of its employees, agents, or subconsultants, 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 whatsoever, unless the CITY provides prior written authorization to CONSULTANT. Contractors and CONSULTANTS are free to work for other entities while under contract with the CITY. Contractors and CONSULTANTS are not entitled to CITY benefits.

4. **CONFLICTS OF INTEREST.** CONSULTANT (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. In the event that CONSULTANT maintains or acquires such a conflicting interest, any contract (including this Agreement) involving CONSULTANT's conflicting interest may be terminated by the CITY.

5. **COMPENSATION.**
   - **5.1.** For services performed by CONSULTANT in accordance with this Agreement and the specific work anticipated to be required and budgeted for within the defined Scope of Services described in Exhibit A (attached), CITY shall pay CONSULTANT on a time and expense basis, at the billing rates set forth in Exhibit "B," attached hereto and incorporated herein by reference. If any unforeseen work is required and requested by the CITY to complete this PROJECT, this work will also be performed and paid on a time and expense basis at the billing rates set forth in Exhibit B. CONSULTANT's fee for this Agreement is Not To Exceed $95,000.00. CONSULTANT's billing rates shall cover all costs and expenses of every kind and nature for CONSULTANT's performance of this Agreement. No work shall be performed by CONSULTANT in excess of the Not To Exceed amount without the prior written approval of the CITY.
   - **5.2.** CONSULTANT shall submit monthly invoices to the CITY describing the services performed, including times, dates, and names of persons performing the service.
   - **5.3.** Within thirty (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.

6. **TERMINATION.** The CITY may terminate this Agreement by giving ten (10) days written notice to CONSULTANT. Upon termination, CONSULTANT shall give the CITY all original documents, including preliminary drafts and supporting documents, prepared by CONSULTANT for this Agreement. The CITY shall pay CONSULTANT for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

7. **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 prior written consent of the City.

8. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

9. **INDEMNIFICATION.** CONSULTANT shall indemnify, defend, and hold harmless the CITY (including its elected officials, officers, agents, volunteers, and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT in the performance of services under this Agreement.

10. **BUSINESS LICENSE.** Prior to the commencement of any work under this Agreement, CONSULTANT shall obtain a City of Tracy Business License.

11. **INSURANCE.**
    - **11.1. 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 herein.
    - **11.2. 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.
    - **11.3. 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.
    - **11.4. Workers' Compensation** coverage shall be maintained as required by the State of California.
    - **11.5. Professional Liability** "claims made" coverage shall be maintained to cover damages that may be the result of negligent errors, omissions, or acts of CONSULTANT in an amount not less than $1,000,000 per claim and in the aggregate.
    - **11.6. Endorsements.** CONSULTANT shall obtain endorsements to the automobile and commercial general liability with the following provisions:
        - **11.6.1.** The CITY (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."
        - **11.6.2.** 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.

11.7. Notice of Cancellation. CONSULTANT shall obtain endorsements to all insurance policies by which each insurer is required to provide thirty (30) days prior written notice to the CITY should the policy be 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.

11.8. 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.

11.9. Insurance Certificate. CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City, no later than five (5) days after the execution of this Agreement.

11.10. Substitute Certificates. No later than thirty (30) days prior to the policy expiration date of any insurance policy required by this Agreement, CONSULTANT shall provide a substitute certificate of insurance.

11.11. 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.

12. ASSIGNMENT AND DELEGATION. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT's duties be delegated, without the written consent of the CITY. Any attempt to assign or delegate this Agreement without the written consent of the CITY shall be void and of no force and effect. A consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment.

13. NOTICES.

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

To CITY:	To CONSULTANT:
Steve Bayley	Gerry Nakano
Deputy Director of PW	Vice President
City of Tracy	West Yost Associates
520 Tracy Blvd.	7041 Koll Center Parkway, Suite 110
Tracy, CA 95376	Pleasanton, CA 94566

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

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

15. **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.

16. **SEVERABILITY.** In the event any term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.

17. **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.

18. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed for this project. This Agreement supersedes all prior negotiations, representations, or agreements.

19. **COMPLIANCE WITH THE LAW.** CONSULTANT shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

20. **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.

21. **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.

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

CITY OF TRACY

_____
By: Brent H. Ives
Title: MAYOR
Date: _____

Attest:

_____
By: Sandra Edwards
Title: CITY CLERK
Date: _____

Approved As To Form:

_____
By: Daniel G. Sodergren
Title: CITY ATTORNEY
Date: _____

CONSULTANT
West Yost Associates

Steve R Dalrymple
By: Steve Dalrymple
Title: President
Date: 11/3/10

Jeffrey D. Pelz
By: ~~Charles Duncan~~ Jeffrey D Pelz
Title: Vice President
Date: 11/3/10

Fed. Employer ID No.68-0370826

ca:jlm:1post:Form-PSA (rev. 1-2-07)

EXHIBIT A

SCOPE OF SERVICES

I. SERVICES:

The CITY's Aquifer Storage and Recovery (ASR) Demonstration Program (PROJECT) will consist of two phases of work;

- Phase I: Development of a demonstration ASR injection/extraction testing program and obtaining regulatory approval from the Central Valley Regional Water Quality Control Board (CVRWQCB) to conduct this short-term testing at City Well 8, and
- Phase II: A PROJECT implementation phase to perform the actual ASR well injection/extraction demonstration testing, and then assess the results for applicability to a long-term/permanent program, and/or expanded ASR facilities in the CITY.

This Scope of Services only includes the tasks and budget to perform Phase I of the PROJECT. Phase II PROJECT implementation tasks and corresponding budget will depend on PROJECT implementation requirements specified by the CVRWQCB during Phase I of the PROJECT, and will be developed and considered for approval by the CITY following completion of Phase I.

Phase I – Development of Demonstration ASR Program and Regulatory Approval to Proceed

Task 1.1 – Initial Review and Assessment

CONSULTANT's initial tasks to advance the PROJECT will include:

- Review of last documents, correspondence, and activity with Central Valley Regional Water Quality Control Board (CVRWQCB) and the California Department of Public Health (CA DPH) for the PROJECT.
- Evaluate current conditions of Well 8 and availability/timing/delivery of South San Joaquin Irrigation District (SSJID) water supplies for ASR testing.
- Assess current regulatory and permitting conditions with CVRWQCB and CA DPH, with attention to ASR-related projects and policies recently enacted.
- Develop summary recommendations for advancing the demonstration program with identification of key issue areas that will need to be addressed for this PROJECT.

Task 1.2 – Perform Initial Screening of Issues

This task will address and evaluate the potential issues and areas of concern for ASR

projects as they specifically apply to the CITY's Well 8 demonstration program. The work will largely satisfy the requirements of an Initial Study under the California Environmental Quality Act (CEQA) for the technical issues associated with the demonstration program, but will also be used to prepare CONSULTANT's technical response to anticipated CVRWQCB technical concerns regarding the CITY's proposed ASR Demonstration Project. This "coarse screening" will be based on CONSULTANT's previous work efforts, and will document those issues of potential significance for the PROJECT as well as those found to be non-sequitor.

CONSULTANT will prepare a technical memorandum to summarize the findings of the assessment. To be clear, no new analysis or technical work will be conducted by CONSULTANT. This task will rely solely on the technical work previously performed by CONSULTANT. If during the meetings with CVRWQCB staff requests that CITY/CONSULTANT perform additional structural geology, geochemistry, water quality, and fate or transport modeling or to address other technical issues, this work will be conducted under CONSULTANT's Phase 2 work effort and scope.

Task 1.3 – Develop Demonstration Program

Based on the results of Tasks 1.1 and 1.2, an ASR Demonstration Testing Program will be developed by CONSULTANT with input from the CVRWQCB. The program will include the following:

- Program scope
- Duration
- Operation Plan and Schedule
- Data Collection Scope, Methods, Schedules
- Contingency Items for Environmental Protection

The program will utilize items from CONSULTANT's previous work on the 2004 proposed ASR demonstration testing program as much as possible, and will focus on addressing regulatory areas of concern. The program will be documented by CONSULTANT in an Engineers Report, suitable for review by CVRWQCB and/or CA DPH.

Task 1.4 – Regulatory Approval to Proceed with Demonstration Testing Program

While the technical issues need to be adequately addressed, a challenge for this project will be to secure approval from the CVRWQCB that will allow the CITY to move forward with the ASR demonstration testing of Well 8 without the need for the CVRWQCB to issue a Waste Discharge Requirement (WDR). CONSULTANT's basic premise is that the temporary storage of potable drinking water in the groundwater basin does not constitute the storage of a waste discharge, and therefore does not require regulation as such.

CONSULTANT envisions the need for several meetings with representatives of CVRWQCB; an initial "high level" strategic meeting (with probably Mr. Ken Landau, Assistant Executive Director), to discuss and establish a "framework" under which the CITY would be allowed to move forward with a limited demonstration program to gather additional technical data to address potential concerns of CVRWQCB staff, without the issuance of a WDR.

Subsequent meetings would be with CVRWQCB staff representatives to work under a "spirit of cooperation" to develop a mutually acceptable demonstration testing program that will address technical concerns. For budgetary purposes, CONSULTANT has assumed attendance at a total of three (3) meetings with the CVRWQCB for Phase 1 of this PROJECT.

During discussions with the CVRWQCB staff, it is understood that an issue or requirement may arise that the CITY is unwilling to agree to. If such an issue were to develop (and it could occur at several different points during this Phase 1 work effort), it is understood by CONSULTANT that the CITY may decide to terminate discussions with the CVRWQCB and terminate their pursuit of the ASR Demonstration Program.

Estimated Fee for Phase I Services = $95,000.00

II. **PROJECT SCHEDULE:** Upon authorization of the PROJECT by the CITY, CONSULTANT will start work within two weeks. Completion of Phase I work will be dependent on input and approval of the proposed ASR testing program by the CVRWQCB. The goal for gaining CVRWQCB approval to move forward with the Phase 1 Demonstration Testing Program is December 2010 to March 2011.

III. **PERSONNEL.** CONSULTANT shall assign the following person/persons to perform the tasks set forth in this Agreement:

Charles Duncan, Principal In Charge;
Gerry S. Nakano, Vice President (Authorized Representative);
Elizabeth Drayer (Principal Engineer);
Irene Suroso (Senior Engineer);
Amy Kwong (Associate Engineer);
Christine Encelan (Administrative IV);
Steve Tanner (Pueblo Water Resources, Inc.);
Mike Burke (Pueblo Water Resources, Inc.); and
Robert Marks (Pueblo Water Resources, Inc.).

EXHIBIT B
WEST YOST ASSOCIATES

Billing Rate Schedule
(Effective January 9, 2010 through January 7, 2011)*

Position	Labor Charges (dollars per hr)
Principal/Vice President	216
Engineering Manager	206
Principal Engineer/Scientist	188
Senior Engineer/Scientist/GIS Analyst	169
Associate Engineer/Scientist	151
GIS Analyst	151
Engineer II/Scientist II	134
Engineer I/Scientist I	115
Construction Manager III	164
Construction Manager II	151
Construction Manager I	139
Resident Inspector III	127
Resident Inspector II	117
Resident Inspector I	103
Sr. Designer/Sr. CAD Operator	109
Designer/CAD Operator	97
Technical Specialist II	94
Technical Specialist I	82
Engineering Aide	68
Administrative IV	97
Administrative III	85
Administrative II	73
Administrative I	61

Hourly labor rates include Direct Costs such as general computers, system charges, telephone, fax, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.

Outside Services such as vendor reproductions, prints, shipping, and major WYA 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%.

Computers are billed at $25 per hour for specialty models and AutoCAD.

A Finance Charge of 1.5 percent per month (an Annual Rate of 18 percent) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

Billing rates apply to all computers and equipment, whether owned or rented by WYA, and to all employment categories including regular full-time, part-time, limited term and contract personnel as defined in WYA's Employee Handbook.

WEST YOST ASSOCIATES

Billing Rate Schedule
(Effective January 9, 2010 through January 7, 2011)*

SURVEYING AND EQUIPMENT CHARGES

Position	Labor Charges (dollars per hr)
GPS, 3-Person	333
GPS, 2-Person	284
GPS, 1-Person	223
Survey Crew, 2-Person	242
Survey Crew, 1-Person	182

EQUIPMENT CHARGES

Equipment	Billing Rate (dollars per day)	Billing Rate (dollars per week)
DO Meter	16	77
pH Meter	5	24
Automatic Sampler	120	658
Transducer/Data Logger	38	190
Hydrant Pressure Gage	11	47
Hydrant Pressure Recorder (HPR)	—	190
Hydrant Wrench	5	30
Pitot Diffuser	27	124
Well Sounder	27	124
Ultrasonic Flow Meter	—	249
Vehicle	82	412
Velocity Meter	11	60
Water Quality Multimeter	163	891
Thickness Gage	—	66

* This schedule will be updated annually

RESOLUTION _____

AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
WITH WEST YOST & ASSOCIATES FOR AQUIFER STORAGE AND RECOVERY
DEMONSTRATION PROJECT AND AUTHORIZING THE
MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, The City of Tracy has proposed a project to demonstrate the feasibility of Aquifer Storage and Recovery (ASR) in Tracy, and

WHEREAS, This project commenced in 2001 and was temporarily stopped in 2004 after a RWQCB hearing in which Tracy was denied a permit to proceed because of concerns about treated drinking water contaminating the underground aquifer. At the hearing, the RWQCB suggested that the Stanislaus River water would be the best water for Tracy to use for ASR, and

WHEREAS, Production Well No. 8 is designed and equipped as an ASR well and is located at the corner of Tracy Boulevard and Sixth Street, and

WHEREAS, The proposed ASR demonstration project will be for a short term, temporary storage of up to 500 acre-feet of treated drinking water from the Stanislaus River (the South San Joaquin Irrigation District water supply), and

WHEREAS, Injection will occur during the months of December through March; water will remain underground for a period of several months and will be extracted at various intervals during the subsequent nine months to determine the rate of degradation of disinfection byproducts and other geochemical changes, and

WHEREAS, The movement of the water will also be monitored using data collected from monitoring wells. All water that is injected will be pumped out using the well and put into the water distribution system for use, and

WHEREAS, The services to be provided by West Yost & Associates include preparation of an ASR Demonstration Program, permitting, evaluation of the test program, reporting to the RWQCB and preparation of a final report, and

WHEREAS, There is no impact to the General Fund. The cost of these professional services is estimated to be $95,000; this item is budgeted in Fiscal Year 2010-11 as CIP 75078 and there are adequate funds available;

NOW, THEREFORE, BE IT RESOLVED That City Council authorizes the Professional Services Agreement with West Yost & Associates and authorizes the Mayor to execute the agreement.

* * * * * * * * * * *

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the 16th day of November, 2010, by the following vote:

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

November 16, 2010

AGENDA ITEM 3

REQUEST

THAT COUNCIL DISCUSS AND ACCEPT THIS PRELIMINARY REPORT BY THE POLICE DEPARTMENT STAFF REGARDING THE CONDITIONS OF CRIMINAL CONDUCT AND QUALITY OF LIFE ISSUES RESIDENT OR PERCEIVED IN THE CENTRAL DOWNTOWN BUSINESS DISTRICT

EXECUTIVE SUMMARY

After receiving a series of concerns and complaints from business owners in the Central Downtown Business District regarding criminal matters and quality of life issues, the Police Department has initiated a strategy designed to determine the scope of the issues, develop an action plan, implement said plan and then assess its effectiveness. The goal is to eradicate or significantly mitigate the impact of any identified issues or conduct upon the effected area, its merchants or patrons.

DISCUSSION

Several weeks ago a group of merchants and concerned citizens penned a letter to the City Manager and Chief of Police outlining several concerns that effected the environment within the business district. Mainly, the complaints revolved around vandalism, public urination, aggressive panhandling and the disruption of the quality of life in the area.

At the October 26, 2010 City Council meeting, Mr. David Helm, a local merchant, stood before Council at the Public Comment section and expressed his concern regarding the elimination of the Downtown Dedicated Police Officer. He went on to describe a variety of crimes and quality of life issues that he attributed to transients and petty criminals in the area. He asked that this matter be specifically placed on a future agenda for Council discussion.

Mr. Singh Dale, another business owner, echoed Mr. Helm's concerns stating that the redeployment of the Downtown Dedicated Police Officer was affecting his business in a negative way. He, too, requested that the matter be placed on a future agenda for Council discussion.

Police Department personnel are responding to this concern and are instituting the classic Community Oriented Policing / Problem Solving Model known under the acronym as SARA.

Scan:	Review all relevant information to determine what is happening.
Analyze:	Analyze all accumulated data, survey our resources and determine what "success" looks like.
Response:	Develop and implement the plan.
Assess:	Review what we have done, its impact and adjust further efforts accordingly.

Currently, we are completing the gathering of data to determine the Who, What, Where, When, Why and How that is effecting the downtown climate. As we are doing so, we are increasing police patrols in cars, on foot and bicycles, have assigned the N.R.O. (Neighborhood Resource Officer) to coordinate any action plan implemented in this area and have included the VIPS (Volunteers In Police Service) to this effort as they provide non enforcement support.

The Crime Prevention Specialist will shortly be making contact with the businesses to introduce and form "Business Watch" groups in the area for education, support and to develop a more constant communication conduit with the merchants.

Our Crime Analyst is accumulating and analyzing the crime data over a series three plus years to better help assess the known (reported) criminal statistics for the area and help identify any trends. We have additional City resources standing ready to assist such as Code Enforcement, Public Works and the City Attorney's Office.

To date, in order to better understand the breadth of this matter, members of the Police Department have conducted a series of meetings and contacts with the business owners and patrons of the area to better gain a view of their perspective. A letter from Mr. Churchill was hand delivered by Police Department VIPS to all businesses in the area and Police Command Staff is well into the development (Response) stage of an action plan for the downtown.

We anticipate an action plan to be completed within the next week and implementation shortly thereafter calling upon a variety of City Departments, community based organizations as well as the merchants themselves.

Police Department staff will constantly assess the effectiveness of the response and adjust our activities accordingly.

FISCAL IMPACT

None.

RECCOMENDATION

That the City Council accept this preliminary report as it relates to activities in the Central Downtown Business District and remain receptive to further briefings as necessary or desired by Council.

Prepared by: David Sant, Police Lieutenant

Approved by: Janet Thiessen, Chief of Police

Approved by: R. Leon Churchill, Jr., City Manager

November 16, 2010

AGENDA ITEM 4

REQUEST

INTRODUCTION OF AN ORDINANCE AMENDING SECTION 3.08.580, ARTICLE 12, OF THE TRACY MUNICIPAL CODE WHICH REGULATES THE ESTABLISHMENT OF SPECIAL SPEED ZONES

EXECUTIVE SUMMARY

To assist the Police Department in enforcing posted traffic speed on streets using radar equipment, it is necessary to establish speed limits in accordance with the requirements of the California Vehicle Code (CVC). The CVC requires completion of engineering and traffic surveys to establish posted speeds on streets once every five years. Staff has recently completed engineering and traffic surveys to update speed limits on 30 arterial and collector streets (46 segments) in accordance with the CVC and California Manual of Uniform Traffic Control Devices and recommends introduction of an ordinance updating and amending special speed zones.

DISCUSSION

The use of radar equipment is one of the most effective tools for enforcing speed limits and traffic safety on City streets. To assist the Police Department in fully utilizing the equipment, it is necessary to establish speed limits in accordance with the requirements of the California Vehicle Code (CVC). To legally use radar equipment for speed enforcement, engineering and traffic surveys are needed to establish posted speeds once every five years.

Section 3.08.580, Article 12, of the Tracy Municipal Code (TMC) establishes speed zones on various streets in the City. The speed limit on streets is established on the basis of engineering and traffic surveys and the applicable traffic engineering standards. Speed limits in the vicinity of schools are posted in accordance with the requirements of the CVC and the California Manual of Uniform Traffic Control Devices. Because these surveys are good for a period of five years, the amendment to the TMC is necessary every five years to update these surveys resulting in an update of posted speeds.

An engineering and traffic survey was completed on a total of 46 segments of arterial and collector streets by the Engineering Division in October 2010. This survey is used to update the posted speeds and provide the basis for the proposed amendments of the TMC, thus resulting in continuation of special speed zones with updated speed limits on the street segments listed in Exhibit A and shown in Exhibit B.

This update to the TMC will establish radar enforceable speed limit zones for segments on arterial and collector streets including Balboa Drive, Beechnut Avenue, Beverly Place, Brookview Drive, Buthman Avenue, Central Avenue, Chester Drive, Clover Road, Corral Hollow Road, Cypress Drive, Dominique Drive, Eaton Avenue, Fourth Street, Grant Line Road, Henley Parkway, Joe Pombo Parkway, Lammers Road, Larch Avenue, Lowell Avenue, Middlefield Drive, Paradise Avenue, Pescadero Avenue, Portola Way, Richard Drive, Schulte Road, Sequoia Boulevard, Sixth Street, Tenth Street, Third Street and Valpico Road.

The speed survey shows that existing speed limits on only three street segments should be changed and the posted speed on the remaining streets segments will remain unchanged. The following table lists the proposed changes in speed limit on three street segments:

Street	Segment	Previously Established	Newly Established	Change
Dominique Drive	Eastlake Circle to Elissagary Drive	25	30	5 mph up
Lammers Road	Eleventh Street to City Limits south of Jaguar Run	50	40	10 mph down
Lammers Road	City limits at Redbridge Drive to Schulte Road (City Limits)	50	45	5 mph down

The following new roadway segment is added to the ordinance for radar enforcement.

Street	Segment	Previously Posted	Newly Established	Change
Corral Hollow Road	1,100' south of Linne Road to I-580	55	50	5 mph down
Corral Hollow Road	I-580 to South City Limits	55	55	-
Henley Parkway	Lowell Avenue to Bridle Creek Drive	35	35	-

The following roadway segments are changed in its limits or description.

Street	Segment	Previously Posted	Newly Established	Change
Balboa Drive	Portola Way to Clover Road	25	25	-
Joe Pombo Parkway	Grant Line Road to Bridle Creek Drive	35	35	-
Portola Way	Holly Drive to Entrada Way	25	25	-
Tenth Street	Tracy Blvd to East Street	25	25	-
Tenth Street	Civic Center Drive to Mac Arthur Drive	25	25	-

The recommendations are primarily based upon the 85th percentile speed of surveyed moving vehicles on those streets with consideration given to the existing road site conditions such as street alignment, classification, collision history, etc. These considerations allow further adjustment of the surveyed speed based upon the above

conditions in accordance with the provisions of the CVC. The recommended speed limits have already been adjusted for such considerations. The research indicates that posting speeds lower than the closest 85th percentile speed does not lower the speed of motorists unless the above constraints exist. In addition, Corral Hollow Road is established at a maximum speed limit of 55 mph in accordance with CVC Section 22349 (b) which sets forth maximum speed limits on a two lane undivided highway.

The Police Department has reviewed the surveys and concurs with the proposed speed limits. A copy of the proposed Ordinance Amendment is provided as Exhibit C. Exhibit D provides an update of the table for TMC section 3.08.580.

A copy of all engineering and traffic surveys certified as correct by the City Engineer will be maintained in the Engineering Division files with a duplicate copy on file with the Police Department (Exhibit E).

STRATEGIC PLAN

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

FISCAL IMPACT

There will be no fiscal impact to the General Fund. Enforcement of speed limits is a budgeted item and is the Police Department's responsibility. Signing and striping changes as the result of speed changes will be performed by Public Works staff. Signing and striping is also a budgeted item.

RECOMMENDATION

That City Council introduce an ordinance amending Section 3.08.580, "Special Speed Zones," Article 12, of the Traffic Regulations of the Tracy Municipal Code.

Prepared by: Ripon Bhatia, Senior Civil Engineer

Reviewed by: Kuldeep Sharma, City Engineer

Approved by: Andrew Malik, Development and Engineering Services Director
Leon Churchill, Jr., City Manager

Attachments

Exhibit – A List
Exhibit – B Map
Exhibit – C Ordinance
Exhibit - D Table Update in Ordinance
Exhibit - E Engineering & Traffic Speed Survey Report 2010

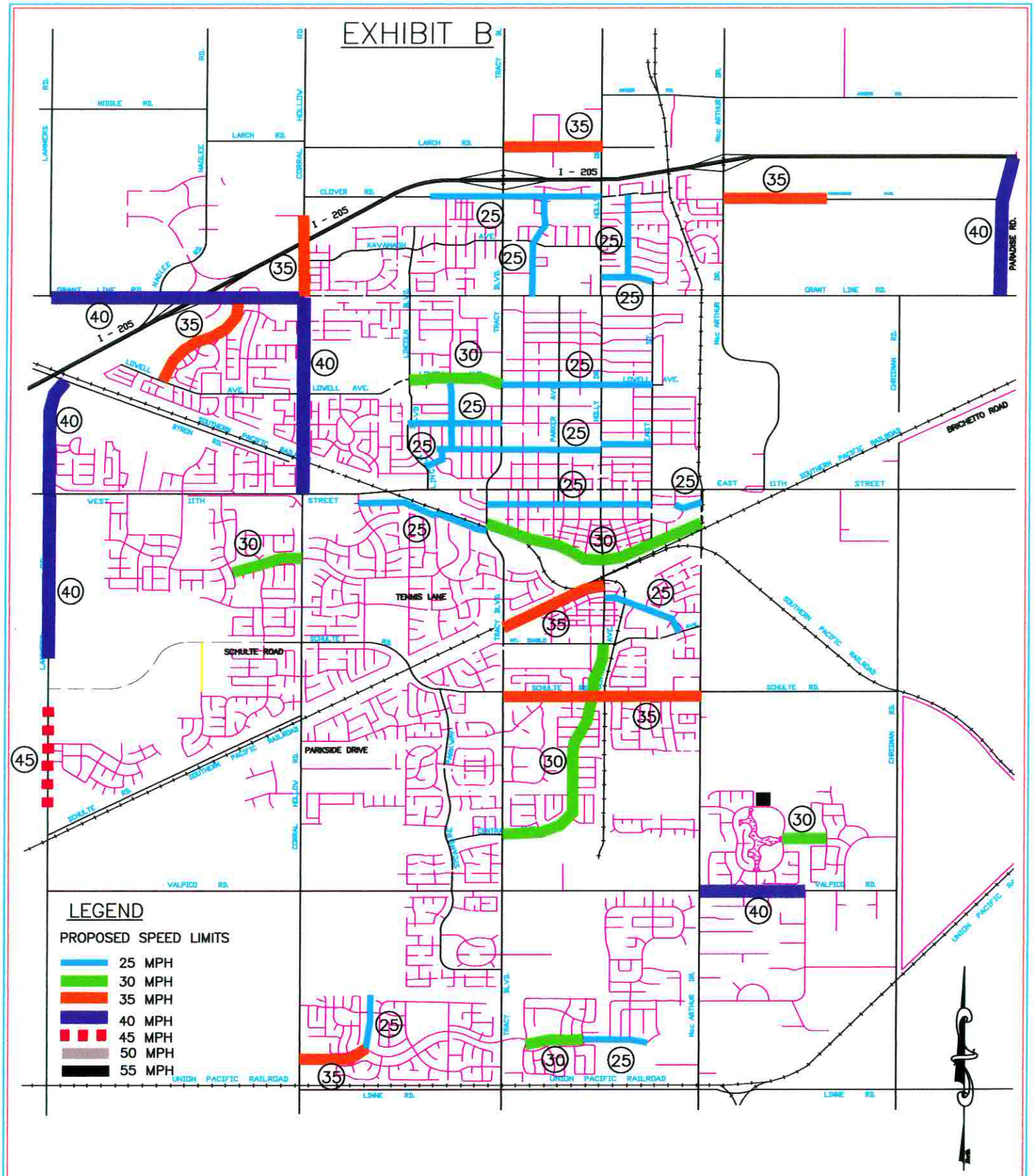
EXHIBIT 'A"

SR. NO.	SEGMENT	FROM	TO	PREVIOUSLY ESTABLISHED SPEED LIMIT	85TH PERCENTILE SPEED	PROPOSED SPEED
1	BALBOA DRIVE	PORTALA WAY	CLOVER ROAD	25	31.8	25
2	BEECHNUT AVENUE	SEQUOIA BLVD	TRACY BLVD.	30	35.6	30
3	BEVERLY PLACE	LINCOLN BLVD.	TRACY BLVD.	25	31.6	25
4	BROOKVIEW DRIVE	REGIS DRIVE	REIDS WAY	30	36.8	30
5	BROOKVIEW DRIVE	REIDS WAY	GLENBROOK DRIVE	25	31.8	25
6	BUTHMAN AVENUE	GRANTLINE ROAD	KAVANAGH AVE	25	31.8	25
7	BUTHMAN AVENUE	KAVANAGH AVENUE	CLOVER ROAD	25	31.3	25
8	CENTRAL AVENUE	TRACY BLVD.	SCHULTE ROAD	30	34.8	30
9	CENTRAL AVENUE	SCHULTE ROAD	MT DIABLO AVENUE	30	36.8	30
10	CHESTER DRIVE	EATON AVENUE	LOWELL AVENUE	25	29.6	25
11	CLOVER ROAD	WEST CITY LIMITS	TRACY BLVD.	25	30.7	25
12	CLOVER ROAD	TRACY BLVD.	HOLLY DRIVE	25	31	25
13	CORRAL HOLLOW ROAD	NORTH CITY LIMITS	GRANT LINE ROAD	35	40	35
14	CORRAL HOLLOW ROAD	ELEVENTH STREET	LOWELL AVENUE	40	42.8	40
15	CORRAL HOLLOW ROAD	LOWELL AVENUE	GRANT LINE ROAD	40	43	40
16	CORRAL HOLLOW ROAD	1100' SOUTH OF LINNE ROAD	I-580 FREEWAY	55	57.2	50
17	CORRAL HOLLOW ROAD	I-580 FREEWAY	SOUTH CITY LIMITS	55	59	55
18	CYPRESS DRIVE	CORRAL HOLLOW ROAD	SUMMER LANE	30	34	30
19	DOMINIQUE DRIVE	EASTLAKE CIRCLE	ELLISAGARY DRIVE	25	37.2	30
20	EATON AVENUE	RICHARD DRIVE	TRACY BLVD.	25	31.6	25
21	EATON AVENUE	TRACY BLVD.	EAST STREET	25	30.5	25
22	FOURTH STREET	TRACY BLVD.	CENTRAL AVENUE	35	39.6	35
23	GRANT LINE ROAD	WEST CITY LIMITS	I-205	40	43	40

EXHIBIT 'A"

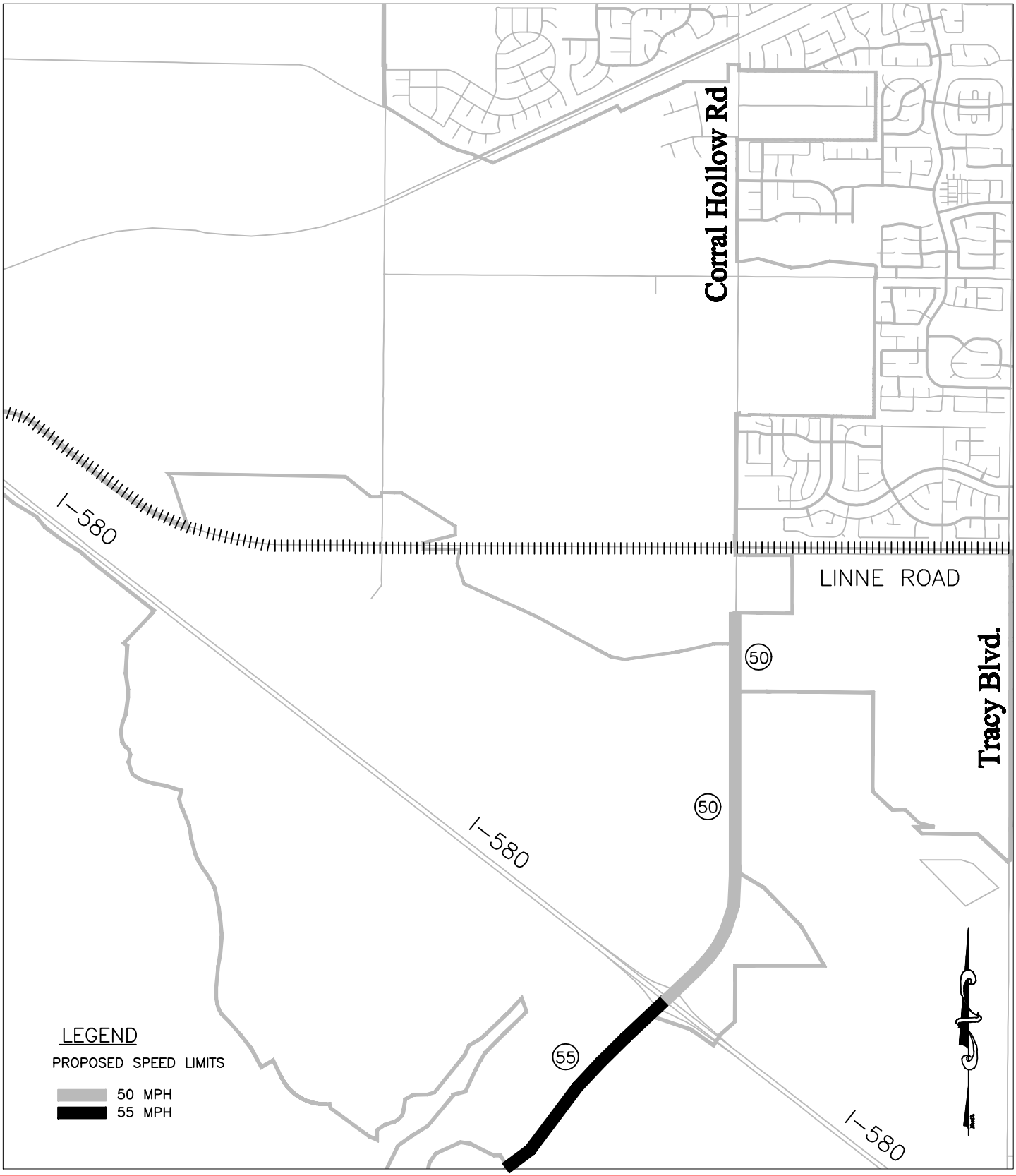
SR. NO.	SEGMENT	FROM	TO	PREVIOUSLY ESTABLISHED SPEED LIMIT	85TH PERCENTILE SPEED	PROPOSED SPEED
24	GRANT LINE ROAD	I-205	CORRAL HOLLOW ROAD	40	42.8	40
25	HENLEY PARKWAY	LOWELL AVENUE	BRIDLE CREEK DRIVE	35	38.6	35
26	JOE POMBO PARKWAY	LOWELL AVENUE	GRANT LINE ROAD	35	39.3	35
27	LAMMERS ROAD	BYRON ROAD	ELEVENTH STREET	40	47	40
28	LAMMERS ROAD	ELEVENTH STREET	JAGUAR RUN	50	46.3	40
29	LAMMERS ROAD	JAGUAR RUN	CITY LIMITS SOUTH OF JAGUAR RUN	50	47.2	40
30	LAMMERS ROAD	REDBRIDGE DRIVE	SCHULTE ROAD (CITY LIMITS)	50	49.4	45
31	LARCH ROAD	TRACY BLVD.	HOLLY DRIVE	35	38	35
32	LOWELL AVENUE	LINCOLN BLVD.	TRACY BLVD.	30	36.8	30
33	LOWELL AVENUE	TRACY BLVD.	EAST STREET	25	28.4	25
34	MIDDLEFIELD DRIVE	CORRAL HOLLOW ROAD	WHISPERING WIND DRIVE	35	38.9	35
35	MIDDLEFIELD DRIVE	WHISPERING WIND DRIVE	PEONY DRIVE	25	31.8	25
36	PARADISE AVENUE	NORTH CITY LIMITS	PARADISE AVENUE	40	46	40
37	PESCADERO AVENUE	MAC ARTHUR DRIVE	1/2 MILE EAST OF MAC ARTHUR	35	38.5	35
38	PORTOLA WAY	HOLLY DRIVE	ENTRADA WAY	25	31	25
39	RICHARD DRIVE	LINCOLN BLVD.	EATON AVENUE	25	28.9	25
40	SCHULTE ROAD	TRACY BLVD.	MAC ARTHUR DRIVE	35	41.2	35
41	SEQUIA BLVD.	ALDEN GLEN DRIVE	BEECHNUT AVNEUE	25	32.2	25
42	SIXTH STREET	TRACY BLVD.	MAC ARTHUR DRIVE	30	33.3	30
43	TENTH STREET	TRACY BLVD.	EAST STREET	25	29.5	25
44	TENTH STREET	CIVIC CENTER DRIVE	MAC ARTHUR DRIVE	25	27.3	25
45	THIRD STREET	CENTRAL AVENUE	MT DIABLO AVENUE	25	31.8	25
46	VALPICO ROAD	MAC ARTHUR DRIVE	FAIROAKS DRIVE	40	46	40

EXHIBIT B



TRACY Think Inside the Triangle	TRAFFIC SPEED SURVEY UPDATE 2010	DESIGNED BY DM DRAWN BY DM CHECKED BY RB SCALE NTS	REVISIONS: SYMBOL / DATE / DESCRIPTION / APPROVED	SHEET 1 OF 2 SHEETS	CITY OF TRACY APPROVED FOR CONSTRUCTION SUBJECT TO THE DATA SHOWN. CITY OF TRACY AND THE UNDERSIGNED ARE NOT RESPONSIBLE FOR ERRORS AND/OR OMISSION THAT MAY BE PRESENT ON THESE PLANS. KULDEEP SHARMA CITY ENGINEER DATE

EXHIBIT B



TRACY
Think Inside the Triangle

TRAFFIC SPEED SURVEY
UPDATE 2010

DESIGNED BY	DM
DRAWN BY	DM
CHECKED BY	RB
SCALE	NTS

REVISIONS

SYMBOL	DATE	DESCRIPTION	APPROVED

SHEET 2 OF 2 SHEETS

CITY OF TRACY

APPROVED FOR CONSTRUCTION SUBJECT TO THE DATA SHOWN. CITY OF TRACY AND THE UNDERSIGNED ARE NOT RESPONSIBLE FOR ERRORS AND/OR OMISSION THAT MAY BE PRESENT ON THESE PLANS.

KULDEEP SHARMA CITY ENGINEER DATE:

ORDINANCE _____

AN ORDINANCE OF THE CITY OF TRACY, AMENDING SECTION 3.08.580, OF CHAPTER 3.08 (TRAFFIC REGULATIONS) OF TITLE 3 (PUBLIC SAFETY) OF THE TRACY MUNICIPAL CODE

WHEREAS, The use of radar equipment is one of the most effective tools for enforcing speed limits and traffic safety on City streets, and

WHEREAS, Subsection (c) of California Vehicle Code section 40803 provides that evidence of conducting a speed zone survey within the last five years to establish the prima facie speed for a local street or road shall constitute a prima facie case that such local street or road is not a speed trap for the purposes of radar enforcement, and

WHEREAS, City staff completed an Engineering & Traffic survey in October of 2010, and

WHEREAS, The survey shows that the declared prima facie speed limits are still accurate for the majority of the City's streets and roads, and

WHEREAS, The survey shows that certain street portions require a change in the declared prima facie speed limits as set forth below, and

WHEREAS, The survey shows prima facie speed limits for certain new street portions as set forth below, and

NOW THEREFORE, The City Council of the City of Tracy, does ordain as follows:

SECTION 1: Amended Section. Section 3.08.580 of Chapter 3.08 of Title 3 of the Tracy Municipal Code is hereby amended to change the previously established Declared Prima Facie Speed Limit (Miles per Hour) or segment description for the below described Portions of Streets:

Name of Street or Portion Affected	Declared Prima Facie Speed Limit (Miles per Hour)
- Dominique Drive Eastlake Circle to Elissagary Drive	30
- Balboa Drive Portola Way to Clover Road	25
- Lammers Road Eleventh Street to City Limits south of Jaguar Run	40
- Lammers Road Redbridge Drive to Schulte Road (City Limits).	45
- Portola Way Holly Drive to Entrada Way	25
- Tenth Street Tracy Boulevard to East Street	25

- Tenth Street	
Civic Center Drive to Mac Arthur Drive	25

SECTION 2: Amended Section. Section 3.08.580 of Chapter 3.08 of Title 3 of the Tracy Municipal Code is hereby amended to add a Declared Prima Facie Speed Limit (Miles per Hour) for the below described street portions:

Name of Street or Portion Affected	Declared Prima Facie Speed Limit (Miles per Hour)
- Corral Hollow Road	
1100' south of Linne Road to I-580	50
I-580 to South City Limits	55
- Henley Parkway	
Bridle Creek Drive to Lowell Avenue	35

SECTION 3: Remaining sections. Except as herein amended, the remaining sections of the Tracy Municipal Code, including the Declared Prima Facie Speed Limit (Miles per Hour) for the Portions of Streets not set forth above, shall remain in full force and effect.

SECTION 4: Title, chapter, and section headings. Title, chapter, and section headings contained herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of any title, chapter, or section hereof.

SECTION 5: Constitutionality. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6: Effective date. This Ordinance shall take effect thirty (30) days after its final passage and adoption.

SECTION 7: Publication. This Ordinance shall be published once in the Tri Valley Herald, a newspaper of general circulation, within fifteen (15) days from and after its final passage and adoption.

* *

The foregoing Ordinance _____ was introduced at a regular meeting of the Tracy City Council on the 16th day of November, 2010, and finally adopted on the _____ day of _____, 2010, by the following vote:

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

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit D

3.08.580 Special speed zone Table

Name of Street or Portion Affected	Declared Prima Facie Speed Limit (Miles per Hour)
- Arbor Road	
West City limits to east City limits	40
- Balboa Drive	
Portola Way to Clover Road	25
- Barcelona Drive	
Cypress Drive to Schulte Road	25
- Beechnut Avenue	
Sequoia Boulevard to Tracy Boulevard	30
- Beverly Place	
Lincoln Boulevard to Tracy Boulevard	25
- Brichetto Road	
Chrisman Road to east City limits	50
- Brookview Drive	
Regis Drive to Reids Way	30
Reids Way to Glenbrook Drive	25
- Buthmann Avenue	
Grant Line Road to Clover Road	25
- Byron Road	
Corral Hollow Road to Lammers Road	45
- Central Avenue	
Sycamore Parkway to Tracy Boulevard	35
Tracy Boulevard to Mount Diablo Avenue	30
Mount Diablo Avenue to Eleventh Street	25
- Chester Drive	
Eaton Avenue to Lowell Avenue	25
- Chrisman Road	
Eleventh Street to Brichetto Road	35

Valpico Road to north City limits	45
- Clover Road	
West City limits to Holly Drive	25
- Corral Hollow Road	
North City limits to Grant Line Road	35
Grant Line Road to Eleventh Street	40
Eleventh Street to Parkside Drive	40
Parkside Drive to Valpico Road (City limits)	40
Valpico Road to Linne Road (City limits)	45
1100’ south of Linne Road to I-580	50
I-580 to South City Limits	55
- Crossroads Avenue	
Greystone Drive to Eleventh Street	35
Eleventh Street to Gaines Lane	30
- Cypress Drive	
Hickory Avenue to Corral Hollow Road	25
Corral Hollow Road to Summer Lane	30
- Dominique Drive	
Eastlake Circle to Elissagary Drive	30
- Dove Street	
Sycamore Parkway to Starflower Drive	25
- East Lake Circle	
Crater Place to Lakeview Drive (East side)	25
Crater Place to Lakeview Drive (West side)	25
- East Street	
Sixth Street to Grant Line Road	25
- Eaton Avenue	
Richard Drive to East Street	25
- Eleventh Street	
West City limits to Lammers Road	55
Lammers Road to Corral Hollow Road	45
Corral Hollow Road to Lincoln Boulevard	35

Lincoln Boulevard to Tracy Boulevard	30
Tracy Boulevard to East Street	30
East Street to the east City limits	35
Chrisman Road to east City limits (isolated portion within City limits)	55
- Entrada Way	
Grant Line Road to Portola Way	25
- Fabian Road	
Lammers Road to Mamie Anderson Lane	35
- Fourth Street	
Tracy Boulevard to Central Avenue	35
- Glenbriar Drive	
Valpico Road to Glenbriar Circle	30
- Glenbrook Drive	
Brookview Drive to MacArthur Drive	25
- Grant Line Road	
West City limits to Corral Hollow Road	40
Corral Hollow Road to Tracy Boulevard	40
Tracy Boulevard to MacArthur Drive	35
MacArthur Drive to east City Limits	45
- Henley Parkway	
Lowell Avenue to Bridle Creek Drive	35
- Holly Drive	
Eleventh Street to Clover Road	25
Clover Road to the north City limits	35
- Jackson Avenue	
Crossroads Drive to Jefferson Parkway	25
- Jefferson Parkway	
Eleventh Street to Jackson Avenue	30
- Joe Pombo Parkway	
Bridle Creek Drive to Grant Line Road	35
- Kavanagh Avenue	
Corral Hollow Road to Tracy Boulevard	25

Tracy Boulevard to Balboa Drive	25
- Lammers Road	
Eleventh Street to Byron Road	40
Eleventh Street to City Limits south of Jaguar Run	40
Redbridge Drive to Schulte Road (City Limits)	45
- Larch Road	
Tracy Boulevard to Holly Drive	35
- Lauriana Lane	
Schulte Road to Cypress Avenue	30
- Lincoln Boulevard	
Eleventh Street to Grant Line Road	30
- Linne Road	
West City limits to east City limits	45
- Lowell Avenue	
Blanford Lane to Corral Hollow Road	30
Corral Hollow Road to Lincoln Boulevard	30
Lincoln Boulevard to Tracy Boulevard	30
Tracy Boulevard to East Street	25
- MacArthur Drive	
South City limits to Fair Oaks Drive	35
Fair Oaks Drive to Valpico Road	40
Valpico to Schulte Road	45
Schulte Road to SPRR Tracks	40
SPRR Tracks to Eleventh Street	30
Eleventh Street to I-205 Interchange	40
I-205 Interchange to north City limits	40
- Middlefield Drive	
Corral Hollow Road to Whispering Wind Drive	35
Whispering Wind Drive to Peony Drive	25
- Mt. Diablo Avenue	
Tracy Boulevard to Central Avenue	25
Central Avenue to MacArthur Drive	25

- Naglee Road	
Grant Line Road to north City limits	35
- Orchard Parkway	
Lowell Avenue to Grant Line Road	35
- Paradise Avenue	
Grant Line Road to north City limits	40
- Parker Avenue	
Eleventh Street to Grant Line Road	25
- Parkside Drive	
Winter Lane to Corral Hollow Road	25
- Pescadero Avenue	
MacArthur Drive to 2,500' east of MacArthur Drive	35
2,500' east of MacArthur Drive to east City limits	40
- Portola Way	
Holly Drive to Entrada Way	25
- Presidio Place	
Jackson Avenue to Compton Place	25
- Richard Drive	
Lincoln Boulevard to Eaton Avenue	25
- Schulte Road	
Corral Hollow Road to Tracy Boulevard	40
Tracy Boulevard to MacArthur Drive	35
Corral Hollow Road to west City limits (along RR tracks)	45
Corral Hollow Road to Mabel Josephine Drive	35
- Sequoia Boulevard	
Alden Glen Drive to Beechnut Street	25
- Sixth Street	
Tracy Boulevard to MacArthur Drive	30
- Starflower Drive	
Corral Hollow Road to Dove Street	25
- Summer Lane	
Eleventh Street to Brittany Place	25

- Sycamore Parkway	
Tracy Boulevard to Valpico Road	30
Valpico Road to Schulte Road	35
- Tennis Lane	
Corral Hollow Road to Jill Drive	25
Tracy Boulevard to Corral Hollow Road	25
- Tenth Street	
Tracy Boulevard to East Street	25
Civic Center Drive to Mac Arthur Drive	25
- Third Street	
Central Avenue to Mt. Diablo Avenue	25
- Tracy Boulevard	
South City limits to Linne Road	40
Linne Road to Valpico Road	40
Valpico to Schulte Road	40
Schulte Road to Sixth Street	35
Sixth Street to Lowell Avenue	35
Lowell Avenue to Grant Line Road	35
Grant Line Road to Larch Road	30
Larch Road to the north City limits	35
- Valpico Road	
West City limits to Tracy Boulevard	40
Tracy Boulevard to MacArthur Drive	40
MacArthur Drive to Fairoaks Drive	40
Fairoaks Drive to east City limits	45
- Whispering Wind Drive	
St. Regis Drive to Tracy Boulevard	30
Tracy Boulevard to Middlefield Drive	30

City of Tracy

Engineering & Traffic Survey Report 2010

TRACY

Think Inside the Triangle™

Traffic Section
Engineering Division
Development & Engineering Services Department

Index

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November 2010
Engineering & Traffic Survey Report

I. INTRODUCTION

This report presents the results of Traffic and Engineering Surveys conducted in the year 2010 by and for the City of Tracy. The surveys were conducted to establish safe and reasonable speed limits. The findings of this report will enable the City to justify radar enforcement of speed limits in these roadways, as indicated in Section 40802 of the California Vehicle Code. Segments of the following City streets were investigated:

- Balboa Drive
- Beechnut Avenue
- Beverly Place
- Brookview Drive
- Buthman Avenue
- Central Avenue
- Chester Drive
- Clover Road
- Corral Hollow Road
- Cypress Drive
- Dominique Drive
- Eaton Avenue
- Fourth Street
- Grant Line Road
- Henly Parkway
- Joe Pombo Parkway
- Lammers Road
- Larch Avenue
- Lowell Avenue
- Middlefield Drive
- Paradise Avenue
- Pescadero Avenue
- Portola Way
- Richard Drive
- Schulte Road
- Sequoia Boulevard
- Sixth Street
- Tenth Street
- Third Street
- Valpico Road

II. STUDY PROCEDURES

Section 22352, from the California Vehicle Code requires a 25 mph prima facie speed limit on streets in residential or business district, 15 mph at railroad grade crossings, highway intersections with sight restrictions and in any alley. However, upon the basis of an Engineering and Traffic survey, a local authority may declare speed limits of 30, 35, 40, 45, 50, 55, 60, or a maximum of 65 mph in order to facilitate the orderly movement of traffic. Section 22356 currently sets the maximum speed limit at 65 mph. Also, except as provided in Section 22356, Section 22349 (b) Notwithstanding any other provisions of law, no person may drive vehicle upon a two-lane, undivided highway at a speed greater than 55 miles per hour unless that highway, or portion thereof, has been posted for higher speed by local agency on the bases of an engineering and traffic survey. Prima facie speed limits can be posted without the need for engineering and traffic surveys. The required elements in such Engineering and Traffic Survey are outlined in Section 627 of the Code. This report adopts the aforementioned guidelines in formulating the recommendations in this report

The principle elements in this study of the selected streets are highlighted below:

Radar Check

Each street was divided into segments to account for its differing roadway characteristics. Variations in roadway segments include street width, and other significant geometric factors and constraints. One speed check was made in each section from an inconspicuously parked, unmarked vehicle. Every effort was made to insure that the presence of the vehicle does not affect the driving behavior of other motorists. A minimum of 100 samples were obtained for each section of major Roadway. All field data was coded onto forms for subsequent computer analysis.

Data Analysis

For each survey section, computer analysis and calculations were performed on the field data to obtain several key parameters. The computer analysis printouts are included in the appendix of this report. A list of these parameters and a brief discussion of each follow:

50th Percentile Speed. The 50th percentile speed is the speed above and below which 50 percent of the sample speeds lie. This is also known as the median or middle speed.

85th Percentile Speed. The 85th percentile speed, or the critical speed, is the speed at or below which 85 percent of the observed vehicles are traveling. Traffic engineers generally consider that at least 85 percent of all motorists will drive at speeds that are reasonable and prudent for the prevailing conditions, without the benefit of posted speed limits, signs, or enforcement. Therefore, the 85th percentile speed is a good preliminary indicator of the appropriate speed limit that can be imposed, after taking into consideration all other secondary factors such as historical accident occurrence, traffic volumes, road features, and other special constraints.

Pace Speed. The pace speed is the ten-mile-per-hour increment that contains the greatest number of observed vehicles. In general, the 85th percentile speed and the recommended speed limit should lie within the upper range of the pace. This parameter is also a good indicator of a reasonable and appropriate speed limit.

Range of Speeds. The range of speeds is simply the speeds of the fastest and slowest vehicles observed. A large range of speeds, say in excess of 30 mph, indicates unfavorable road conditions that lead to inconsistent traffic stream and great likelihood of traffic collisions.

Average speed. The average speed is a simple arithmetic mean of all speeds observed in a single sample.

Accident Review

At this point, a good initial estimate of the appropriate speed limit for each of the street sections has been determined. However, as a first check, it is necessary to validate these estimates by carefully reviewing the historical accident occurrences within the last three years. The location and severity of accident occurrences, of well as their frequency are considered before a final speed limit is recommended for each road section. The intersection related accidents were not included for speed zone study.

Field Check

After performing the radar checks, data analyses, and accident review, a final field check was made. In performing a field check, the driver needs to be fully aware of the aforementioned parameters and particularly cognizant of the 85th percentile speeds and the pace speed. The driver evaluates the appropriateness of these values and notes the significance of other factors such as roadside development, driveways, parked vehicles, emergency shoulder areas, schools and playgrounds, pedestrians, roadway alignment, control, and numerous other intangible factors. These elements are given serious consideration in the determination of a reasonable and safe speed limit.

Reasonable limits are speeds at which motorists would drive without the affects of enforcement of signs. However, it is known that motorists tend to drive faster in residential districts away from their homes that the local residents would prefer.

People are more concerned about traffic speeds in their neighborhood than those elsewhere. This is not a tendency to willfully break the law, but rather a reflection of human behavior. Consequently, unlike multi-lane arterial roadways, where the 85th percentile speed closely approximates the posted speed limit, the 85th percentile speed on local residential streets may be much higher than the legal limit. In fact, it is not uncommon that the majority of the motorists, ever as high as 80 to 90 percent of those observed, travels in excess of the 25 mph prima facie residential speed limit. This fact does not imply that the 25 mph limit is inappropriate; it simply implies that the majority of the motorists are driving imprudently.

Frequent changes of the speed limit over a stretch of roadway need to be avoided in establishing speed limits. Varying the limits over a relatively short length of roadway may also be inappropriate. Speed limits that change every few blocks may accurately reflect prevailing driving conditions on the street, but they do not give the motorist the opportunity to become aware of the lawful limit.

For the reasons mentioned above, the recommendations in this report are made to produce consistency in the speed limits, and are not intended to encourage unsafe speeds.

III. TRAFFIC AND ENGINEERING STUDIES

The following sections present the findings of the Engineering and Traffic surveys. Each of the roadway segments into which a street is divided is discussed separately, and recommendation on the speed limit is provided at the end of each sub-section. The 85th percentile speed and the recommended speed limits for the surveyed roadways are included.

IV. Engineering & Traffic Survey Recommendations

- **Balboa Drive**

Portola Way to Clover Rd.

This segment of the Balboa Drive is a two-lane residential street. The segment is approximately 0.16 mile in length and 40 feet in width. There is no bike lane in this segment and on-street parking is permitted in this segment. There are residential developments developed on both sides of this segment. There are residential driveways opening in the street. The posted speed limit is 25 mph.

There were no reported accidents on this roadway from January 2007 to December 2009.

10 mph pace speed 22 mph - 31 mph.
85th percentile speed 31.8 mph.
50th percentile speed 27.1 mph

The 85th percentile speed indicates a 30 mph speed limit and there were no reported collisions along this segment during the study period. There are residential driveways on both sides of this segment in addition to on-street parking that justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 25 mph

The recommended speed limit for this section therefore is 25 mph.

- **Beechnut Avenue**

Tracy Blvd. to Sequoia Blvd.

This segment of the Beechnut Avenue is a two-lane residential street. The segment is approximately 0.29 mile in length and 40 feet in width. There is a Class III bike route in this segment. There are residential driveway openings in the portion of south side in this segment. There is railroad line on the north side of this segment. On-street parking is permitted. The posted speed limit is 30 mph.

There were a total of three reported accidents on this roadway from January 2007 to December 2009. One accident was speed related.

10 mph pace speed 27 mph. - 36 mph.
85th percentile speed 35.6 mph.
50th percentile speed 31.3 mph.

The 85th percentile speed indicates a 35 mph speed limit and there were three non intersection related collisions along this segment during the study period. There are residential driveways in this segment in addition to on-street parking and bike route that justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 30 mph.

The recommended speed limit for this section therefore is 30 mph

- **Beverly Place**

Lincoln Blvd. to Tracy Blvd.

Beverly Place is a two-lane residential collector street. The segment is approximately 0.47 mile in length and 40 feet in width. There are residential developments developed on both sides of this segment. On-street parking is permitted. There are residential driveways opening in the street. The posted speed limit is 25 mph.

There were a total of three reported accidents on this roadway from January 2007 to December 2009. None of the accidents were speed related.

10 mph pace speed 23 mph. - 32 mph.
85th percentile speed 31.6 mph.
50th percentile speed 26 mph.

The 85th percentile speed indicates a 30 mph speed limit and there was one non intersection related collision along this segment during the study period. There are residential driveways on both sides of this segment in addition to on-street parking that justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 25 mph

The recommended speed limit for this section is 25 mph.

- ***Brookview Drive***

Regis Drive to Reids Way

Brookview Drive is a two-lane major residential collector street. The segment is approximately 0.29 mile in length and 56 feet in width. There are residential developments developed on both sides of this segment. There is Class II bike lane in this segment. There is separate parking lane in portion of this segment. The posted speed limit is 30 mph.

There were no reported accidents on this roadway from January 2007 to December 2009

10 mph pace speed 28 mph. - 37 mph.
85th percentile speed 36.8 mph.
50th percentile speed 31.9 mph.

The 85th percentile speed indicates a 35 mph speed limit and there were no reported collisions along this segment during the study period. There are residential developments on both sides of this segment in addition to a park, curve, on-street parking and bike lane that justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 30 mph.

The recommended speed limit for this section is 30 mph.

Reids Way to Glenbrook Drive

Brookview Drive is a two-lane residential collector street. The segment is approximately 0.30 mile in length and 44 feet in width. There are residential developments developed on both sides of this segment. On-street parking is permitted. There are residential driveways opening in the street. The posted speed limit is 25 mph.

There were no reported accidents on this roadway from January 2007 to December 2009

10 mph pace speed 23 mph. - 32 mph.
85th percentile speed 31.8 mph.
50th percentile speed 27.3 mph.

The 85th percentile speed indicates a 30 mph speed limit and there were no reported collisions along this segment during the study period. There are residential driveways on both sides of this segment in addition to on-street parking and curve that justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 25 mph.

The recommended speed limit for this section is 25 mph.

- ***Buthman Avenue***

Grant Line Road to Clover Road

This segment of the Buthman Avenue is a two-lane residential collector street. The segment is approximately 0.50 mile in length and 40 feet in width. There is a Class III bike route in this segment. There are residential driveway openings in this section. On-street parking is permitted. The posted speed limit is 25 mph.

There was one reported accident on this roadway from January 2007 to December 2009. It was not speed related.

10 mph pace speed 23 mph. - 32 mph.
85th percentile speed 31.3, 31.8 mph.
50th percentile speed 27.7, 26.9 mph.

The 85th percentile speed indicates a 30 mph speed limit and there was one non intersection related collision along this segment during the study period. There are residential driveways on both sides of this segment in addition to on-street parking and bike route that justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 25 mph.

The recommended speed limit for this section is 25 mph.

- ***Central Avenue***

Tracy Blvd. to Schulte Road

This segment of the Central Avenue is a four-lane arterial street. The segment is approximately 1.02 miles in length and 64 feet in width. There is a Class III bike route or a Class II bike lane in this segment. Some portions of this section have driveway openings. There is also a school frontage and neighborhood park within this section. The posted speed limit is 30 mph.

There were a total of eleven reported accidents on this roadway from January 2007 to December 2009. Three collisions were speed related.

10 mph pace speed 27 mph. - 36 mph.
85th percentile speed 36.8 mph.
50th percentile speed 32.1 mph.

The 85th percentile speed indicates a 35 mph speed limit and there were five non intersection related collisions along this segment during the study period. There are residential driveways on both sides of this segment in addition to, a school, a park, curve, and on-street parking that justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 30 mph.

The recommended speed limit for this section is 30 mph.

Schulte Road to Mount Diablo Avenue

This segment of the Central Avenue is a four-lane collector street. The segment is approximately 0.27 miles in length and 64 feet in width. There is a Class III or a Class II bike lane in this section. Some portions of this section have driveway openings. The posted speed limit is 30 mph.

There were a total of five reported accidents on this roadway from January 2007 to December 2009. Two were speed related.

10 mph pace speed 27 mph. - 36 mph.
85th percentile speed 34.8 mph.
50th percentile speed 30.7 mph.

The 85th percentile speed indicates a 35 mph speed limit and there were two non intersection related collisions along this segment during the study period. There are residential driveways on both sides of this segment in addition to on-street parking, curve and sight distance that justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 30 mph.

The recommended speed limit for this section is 30 mph.

- ***Chester Drive***

Eaton Avenue to Lowell Avenue

This segment of the Chester Drive is a two-lane residential collector street. The segment is approximately 0.33 mile in length and 40 feet in width. There are residential driveway openings in this section on both sides. There is a park and school access and on-street parking is permitted. The posted speed limit is 25 mph.

There were a total of four reported accidents on this roadway from January 2007 to December 2009. None were speed related.

10 mph pace speed 22 mph. - 31 mph.
85th percentile speed 29.6 mph.
50th percentile speed 25.5 mph.

The 85th percentile speed indicates a 30 mph speed limit and there was one non intersection related collision along this segment during the study period. There are residential driveways on both sides of this segment in addition to a park, church, school access and on-street parking that justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 25 mph

The recommended speed limit for this section is 25 mph.

- ***Clover Road***

West City Limits to Tracy Blvd.

This segment of Clover is a two-lane collector street. The segment is approximately 0.25 mile in length and 40 feet in width. There is a Class III bike route and driveway openings in this segment. On-street parking is not permitted. The posted speed limit is 25 mph.

There were a total of four reported accidents on this roadway from January 2007 to December 2009. One collision was speed related.

10 mph pace speed 21 mph. - 30 mph.
85th percentile speed 30.7 mph.
50th percentile speed 26 mph.

The 85th percentile speed indicates a 30 mph speed limit and there were four non intersection related collisions along this segment during the study period. There are commercial driveways on both sides of this segment that justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 25 mph.

The recommended speed limit for this section is 25 mph.

Tracy Blvd. to Holly Drive

This segment of Clover Road is a two-lane residential collector street. The segment is approximately 0.50 mile in length and 44 feet in width. There is a Class III bike route and residential driveway openings in this section. On-street parking is permitted on residential frontage. The posted speed limit is 25 mph.

There were a total of nine reported accidents on this roadway from January 2007 to December 2009. None were speed related.

10 mph pace speed 23 mph. - 32 mph.
85th percentile speed 31 mph.
50th percentile speed 27.2 mph.

The 85th percentile speed indicates a 30 mph speed limit and there were five non intersection related collisions along this segment during the study period. There are residential driveways on both sides of this segment in addition to On-street parking that justifies the downgrading of 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remain at 25 mph

The recommended speed limit for this section is 25 mph.

- ***Corral Hollow Road***

North City Limits to Grant Line Road

This segment of the Corral Hollow Road is a two-lane arterial street that widens to four-lane at the intersection of Grant Line Road. This segment is 0.25 mile in length and 60 feet in width. On-street parking is prohibited. There is a Class II bike lane in this segment. There is a residential neighborhood on the east side with rural driveways on the west side. There is a major mall entrance at the north end of this segment. The posted speed limit is 35 mph.

There were a total of seventeen reported accidents on this roadway from January 2007 to December 2009. Ten collisions were speed related.

10 mph pace speed 31 mph. - 40 mph.
85th percentile speed 40 mph.
50th percentile speed 34.9 mph.

The 85th percentile speed indicates a 40 mph speed limit and there were fourteen non intersection related collisions along this segment during the study period. There are residential driveways, bike lane, and collisions in this segment that justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 35 mph.

The recommended speed limit for this section is 35 mph.

Grant Line Road to Lowell Avenue

This segment of the Corral Hollow Road is a four-lane major arterial street with 40 feet of raised median island. The segment is approximately 0.50 miles in length and 104 feet in width. On-street parking is prohibited. There is a class II bike lane. The segment is surrounded by residential neighborhood developments. The posted speed limit is 40 mph.

There were a total of twenty-six reported accidents on this roadway from January 2007 to December 2009. Thirteen collisions were speed related.

10 mph pace speed 34 mph. - 43 mph.
85th percentile speed 43 mph.
50th percentile speed 38.5 mph.

The 85th percentile speed indicates a 45 mph speed limit and there were eighteen non intersection related collisions along this segment during the study period. The 10 mph pace is 34-43 mph. There is a school, bike land and collisions in addition to pace speed that justify the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 40 mph.

The recommended speed limit for this section is 40 mph.

Eleventh Street to Lowell Avenue

This segment of the Corral Hollow Road is a four-lane major arterial street with 40 feet of raised median island. The segment is approximately 0.50 miles in length and 104 feet in width. On-street parking is prohibited. There is a class II bike lane. The segment is surrounded by residential neighborhood developments and contains high school frontage. The posted speed limit is 40 mph.

There were a total of fifty-five reported accidents on this roadway from January 2007 to December 2009. Twenty-seven collisions were speed related.

10 mph pace speed 33 mph. - 42 mph.
85th percentile speed 42.8 mph.
50th percentile speed 38.4 mph.

The 85th percentile speed indicates a 45 mph speed limit and there were forty non intersection related collisions along this segment during the study period. 10 mph pace speed is 33 – 42 mph. The high number of collisions, bike lane, and pace speed in this segment justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 40 mph.

The recommended speed limit for this section is 40 mph.

1100' south of Linne Road to I-580

This segment of the Corral Hollow Road is a two-lane rural arterial street. The segment is approximately 1.40 miles in length and 24 feet in width. On-street parking is prohibited. The posted speed limit is 55 mph.

There were a total of seven reported accidents on this roadway from January 2007 to December 2009. One collision was speed related.

10 mph pace speed 45 mph. - 54 mph.
85th percentile speed 57.2 mph.
50th percentile speed 51.1 mph.

The 85th percentile speed indicates a 55 mph speed limit and there were six non intersection related collisions along this segment during the study period. The 10 mph pace speed in this segment is 45 mph -54 mph. The curve in the roadway and pace speed in the segment justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the speed limit be established at 50 mph.

The recommended speed limit for this section is 50 mph.

I-580 to South City Limits

This segment of the Corral Hollow Road is a two-lane rural arterial street. The segment is approximately 1.0 miles in length and 24 feet in width. On-street parking is prohibited. The posted speed limit is 55 mph.

There were no reported accidents on this roadway from January 2007 to December 2009.

10 mph pace speed 48 mph. - 57 mph.
85th percentile speed 59 mph.
50th percentile speed 53 mph.

The 85th percentile speed indicates a 60 mph speed limit and there were no non intersection related collisions along this segment during the study period. There is a curve in the roadway that justifies the downgrading of 85th percentile speed by 5 mph. In addition in accordance with CVC section 22349 (b); i.e. notwithstanding any other provisions of law, no person may drive vehicle upon a two-lane, undivided highway at a speed greater than 55 miles per hour unless that highway, it is recommended that the speed limit in this segment is established at 55 mph.

The recommended speed limit for this section is 55 mph.

- ***Cypress Drive***

  Summer Lane to Corral Hollow Drive

  This segment of the Cypress Drive is a two-lane residential collector street. This segment is 0.37 mile in length and 44 feet in width. On-street parking is not restricted. There is a Class III bike route in this segment. There is a residential neighborhood on the both sides of this segment and it contains a neighborhood park. The posted speed limit is 30 mph.

  There was one reported accident on this roadway from January 2007 to December 2009. It was speed related.

  10 mph pace speed 26 mph. - 35 mph.
  85th percentile speed 34 mph.
  50th percentile speed 30.1 mph.

  The 85th percentile speed indicates a 35 mph speed limit and there was one non intersection related collisions along this segment during the study period. There is a park, residential driveways and on-street parking that justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 30 mph.

  The recommended speed limit for this section is 30 mph.

- ***Dominique Drive***

  Eastlake Circle to Elissagary Drive

  This segment of the Dominique Drive is a two-lane residential collector street. This segment is 0.33 mile in length and 56 feet in width at its widest point. On-street parking is prohibited. There is a no bike lane in this segment. There is a residential driveway's, park frontage and future school frontage in portion of this segment. The posted speed limit is 25 mph.

  There are no reported accidents on this roadway from January 2007 to December 2009.

  10 mph pace speed 29 mph. - 38 mph.
  85th percentile speed 37.2 mph.
  50th percentile speed 32.5 mph.

  The 85th percentile speed indicates a 35 mph speed limit and there were no non intersection related collisions along this segment during the study period. There are residential driveways in this segment in addition to a park, future school and on-street parking that justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit be raised to 30 mph.

  The recommended speed limit for this section is 30 mph.

- ***Eaton Avenue***

Richard Drive to Tracy Blvd.

This segment of the Eaton Avenue is a two-lane residential collector street. The segment is approximately 0.30 miles in length and 40 feet in width. There are residential driveway openings in this section on both sides. On-street parking is permitted. The posted speed limit is 25 mph.

There were a total of four reported accidents on this roadway from January 2007 to December 2009. No collisions were speed related.

10 mph pace speed 23 mph - 32 mph.
85th percentile speed 31.6 mph.
50th percentile speed 27.2 mph

The 85th percentile speed indicates a 30 mph speed limit and there were four non intersection related collisions along this segment during the study period. There are residential driveways on both sides of this segment in addition to on-street parking that justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 25 mph

The recommended speed limit for this section therefore is 25 mph.

Tracy Blvd. to East Street

This segment of the Eaton Avenue is a two-lane residential collector street. The segment is approximately 0.71 miles in length and 40 feet in width. There are residential driveway openings in this section on both sides. There are elementary schools, park and hospital frontage in this segment. On-street parking is permitted. The posted speed limit is 25 mph.

There were a total of thirteen reported accidents on this roadway from January 2007 to December 2009. One collision was speed related.

10 mph pace speed 22 mph - 31 mph.
85th percentile speed 30.5 mph.
50th percentile speed 26.2 mph

The 85th percentile speed indicates a 30 mph speed limit and there were eleven non intersection related collisions along this segment during the study period. There are residential driveways on both sides of this segment in addition to hospital, schools, church, park and on-street parking that justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 25 mph.

The recommended speed limit for this section therefore is 25 mph.

- ***Fourth Street***

  Tracy Blvd. to Central Avenue

  This segment of the Fourth Street is a two-lane collector street. The segment is approximately 0.53 mile in length and 32 feet in width. There are residential driveway openings in this section on south side. On-street parking is permitted on the south side only. The posted speed limit is 35 mph.

  There were a total of four reported accidents on this roadway from January 2007 to December 2009. No collisions were speed related.

  10 mph pace speed 31 mph - 40 mph.
  85th percentile speed 39.6 mph.
  50th percentile speed 34.7 mph

  The 85th percentile speed indicates a 40 mph speed limit and there were two non intersection related collisions along this segment during the study period. There are residential driveways on one side of this segment in addition to on-street parking that justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 35 mph.

  The recommended speed limit for this section therefore is 35 mph.

- ***Grant Line Road***

West City Limits to I-205

This segment of the Grant Line Road is six-lane major arterial street. This segment is two-lane major arterial at the entrance from west side and then widens to four lanes and ultimately widens to six lane major arterial. The segment is approximately 0.74 mile in length and 116 feet in width at its widest location. There are commercial driveway openings in this section on both sides. On-street parking is prohibited. The posted speed limit is 40 mph.

There were a total of forty-one reported accidents on this roadway from January 2007 to December 2009. Ten collisions were speed related.

10 mph pace speed 33 mph - 42 mph.
85th percentile speed 43 mph.
50th percentile speed 37.4 mph

The 85th percentile speed indicates a 45 mph speed limit and there were twenty-one non intersection related collisions along this segment during the study period. There are commercial driveways on both sides of this segment. The 10 mph space speed is 33 -42 mph. The high number of collisions and pace speed in this segment justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 40 mph.

The recommended speed limit for this section therefore is 40 mph.

I-205 to Corral Hollow Road

This segment of the Grant Line Road is six-lane major arterial street with a raised median island. The segment is approximately 0.55 mile in length and 104 feet in width. There are commercial driveway openings in this section on both sides. On-street parking is prohibited. The posted speed limit is 40 mph.

There were a total of thirty-eight reported accidents on this roadway from January 2007 to December 2009. Twenty-one collisions were speed related.

10 mph pace speed 34 mph - 43 mph.
85th percentile speed 42.8 mph.
50th percentile speed 38.1 mph

The 85th percentile speed indicates a 45 mph speed limit and there were twenty-three non intersection related collisions along this segment during the study period. There are commercial driveways on both sides of this segment. The 10 mph pace speed is 34-43 mph. The high number of collisions and pace speed in this segment justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 40 mph.

The recommended speed limit for this section therefore is 40 mph.

- ***Henly Parkway***

Lowell Avenue to Briddle Creek Drive

This segment of Henly Parkway is a two-lane major collector. The segment is approx. 0.35 mile in length and 40 feet in width. There are residential neighborhoods developed in this section. On-street parking is not permitted and there is a class II bike lane in this segment. The posted speed limit is 35 mph.

There was one reported accident on this roadway from January 2007 to December 2009. It was not speed related.

10 mph pace speed 30 mph - 39 mph.
85th percentile speed 38.6 mph.
50th percentile speed 34.5 mph

The 85th percentile speed indicates a 40 mph speed limit and there were no non intersection related collisions along this segment during the study period. The 10 mph pace speed is 30 – 39 mph. The curve and the pace speed in this segment justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 35 mph.

The recommended speed limit for this section therefore is 35 mph.

- ***Joe Pombo Parkway***

Briddle Creek Drive to Grant Line Road

This segment of Joe Pombo Parkway is a two-lane major collector. The segment is approx. 0.29 mile in length and 80 feet in width at its widest location. There are residential and commercial neighborhoods developed in this section. On-street parking is not permitted and there is a class II bike lane in this segment. The posted speed limit is 35 mph.

There were a total of three reported accidents on this roadway from January 2007 to December 2009. One collision was speed related.

10 mph pace speed 31 mph - 40 mph.
85th percentile speed 39.3 mph.
50th percentile speed 35.3 mph

The 85th percentile speed indicates a 40 mph speed limit and there were two non intersection related collisions along this segment during the study period. There is a curve in the roadway that justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 35 mph.

The recommended speed limit for this section therefore is 35 mph.

- ***Lammers Road***

Eleventh Street to Byron Road

This segment of Lammers Road is a two-lane arterial. The segment is approx.0.66 mile in length and 44 feet wide. There are residential developments developed on east side of this segment. On-street parking is prohibited There is class II bike lane in portion of this segment. There are some driveway openings in the street. The posted speed in this segment is 40 mph

There were a total of two reported accidents on this roadway from January 2007 to December 2009. None were speed related.

10 mph pace speed 38 mph - 47 mph.
85th percentile speed 47 mph.
50th percentile speed 41.7 mph

The 85th percentile speed indicates a 45 mph speed limit and there was one non intersection related collisions along this segment during the study period. There is a curve in the roadway that justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 40 mph.

The recommended speed limit for this section therefore is 40 mph.

Eleventh Street to Jaguar Run

This segment of Lammers Road is a two-lane arterial. The segment is approx.0.32 miles in length and 24 feet wide. There is a High School frontage and a curve in this segment. On-street parking is prohibited. There is no bike lane in this segment. The posted speed in this segment is 35 mph

There were a total of three reported accidents on this roadway from January 2007 to December 2009. None were speed related.

10 mph pace speed 36 mph - 45 mph.
85th percentile speed 46.3 mph.
50th percentile speed 40.5 mph

The 85th percentile speed indicates a 45 mph speed limit and there were three non intersection related collisions along this segment during the study period. There is school frontage and curve along this segment that justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit be raised to 40 mph.

The recommended speed limit for this section therefore is 40 mph.

Jaguar Run to City Limits south of Jaguar Run

This segment of Lammers Road is a two-lane arterial. The segment is approx.0.62 miles in length and varies from 24 to 54 feet wide. On-street parking is prohibited There is no bike lane in this segment. There is high school frontage and a curve. The posted speed in this segment is 35 mph.

There were a total of three reported accidents on this roadway from January 2007 to December 2009. None were speed related.

10 mph pace speed 37 mph - 46 mph.
85th percentile speed 47.2 mph.
50th percentile speed 42.2 mph

The 85th percentile speed indicates a 45 mph speed limit and there were two non intersection related collisions along this segment during the study period. There is high school frontage and a curve that justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit be raised to 40 mph.

The recommended speed limit for this section therefore is 40 mph.

Redbridge Dr. to Schulte Road City Limits

This segment of Lammers Road is a two-lane arterial. The segment is approx.0.40 miles in length and 24 feet wide. On-street parking is prohibited There is no bike lane in this segment. The posted speed in this segment is 50 mph.

There were a total of three reported accidents on this roadway from January 2007 to December 2009. None were speed related.

10 mph pace speed 40 mph - 49 mph.
85th percentile speed 49.4 mph.
50th percentile speed 43.8 mph

The 85th percentile speed indicates a 50 mph speed limit and there were no non intersection related collisions along this segment during the study period. The 10 mph pace is from 40-49 mph. Based on 10 mph pace a downgrading of the 85th percentile to 45 mph is justified. Therefore it is recommended that the posted speed limit be lowered to 45 mph.

The recommended speed limit for this section therefore is 45 mph.

- ***Larch Road***

Tracy Blvd. to Holly Drive

This segment of Larch Road is a two-lane collector street. The segment is approx. 0.6 mile in length and 40 feet in width. There are commercial/industrial developments on both sides in a major portion of this segment. On-street parking is not permitted in some portions. There is a class III bike route. The posted limit on this segment is 35 mph

There were a total of four reported accidents on this roadway from January 2007 to December 2009. None were speed related.

10 mph pace speed 28 mph - 37 mph.
85th percentile speed 38 mph.
50th percentile speed 31.8 mph

The 85th percentile speed indicates a 40 mph speed limit and there were three non intersection related collisions along this segment during the study period. The pace speed in the segment is 28 mph-37 mph. Industrial driveways and pace speed in this segment justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 35 mph.

The recommended speed limit for this section therefore is 35 mph.

- ***Lowell Avenue***

Lincoln Blvd. to Tracy Blvd.

This segment of Lowell Avenue is a four-lane major collector street. The segment is approx. 0.46 mile in length and 68 feet in width. There are residential neighborhoods developed on both sides of this segment. On-street parking is permitted and there is a class III bike lane in this segment. There is also a school and park frontage in this segment. The posted speed limit is 30 mph.

There were a total of eight reported accidents on this roadway from January 2007 to December 2009. None were speed related.

10 mph pace speed 29 mph - 38 mph.
85th percentile speed 36.8 mph.
50th percentile speed 32.7 mph

The 85th percentile speed indicates a 35 mph speed limit and there were four non intersection related collisions along this segment during the study period. There are residential driveways on both sides of this segment in addition to schools, church, park and on-street parking that justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 30 mph.

The recommended speed limit for this section therefore is 30 mph.

Tracy Blvd. to East Street

This segment of Lowell Avenue is a two-lane residential street. The segment is approx. 0.71 mile in length and 40 feet in width at its widest location. There are residential neighborhoods developed on both sides of this segment. On-street parking is permitted and there is a class III bike lane in this segment. The posted speed limit is 25 mph.

There were a total of fifteen reported accidents on this roadway from January 2007 to December 2009. One was speed related.

10 mph pace speed 20 mph - 29 mph.
85th percentile speed 28.4 mph.
50th percentile speed 23.8 mph

The 85th percentile speed indicates a 30 mph speed limit and there were six non intersection related collisions along this segment during the study period. There are residential driveways on both sides of this segment in addition to on-street parking that justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 25 mph.

The recommended speed limit for this section therefore is 25 mph.

- ***Middlefield Drive***

Corral Hollow Road to Whispering Wind Drive

This segment of Middlefield Drive is a two-lane major collector. The segment is approx. 0.35 mile in length and 60 feet in width. There are residential neighborhoods developed on both sides of this segment. On-street parking is prohibited and there is a class II bike lane in this segment. The posted speed limit is 35 mph. This is a new segment. The posted speed limit is 35 mph.

There was no reported accident on this roadway from January 2007 to December 2009.

10 mph pace speed 31 mph - 40 mph.
85th percentile speed 38.9 mph.
50th percentile speed 35 mph

The 85th percentile speed indicates a 40 mph speed limit and there were no non intersection related collisions along this segment during the study period. There is a curve in the roadway and the residential developments in the area justify the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 35 mph.

The recommended speed limit for this section therefore is 35 mph.

Whispering Wind Drive to Peony Drive

This segment of Middlefield Drive is a two-lane residential collector street. The segment is approx. 0.28 mile in length and 48 feet in width at its widest location. There are residential driveways on both sides of this segment. On-street parking is permitted and there is a class II bike lane in this segment. The posted speed limit is 25 mph.

There was one reported accident on this roadway from January 2007 to December 2009. It was not speed related.

10 mph pace speed 23 mph - 32 mph.
85th percentile speed 31.8 mph.
50th percentile speed 27 mph

The 85th percentile speed indicates a 30 mph speed limit and there were no non intersection related collisions along this segment during the study period. There are residential driveways on both sides of this segment in addition to on-street parking that justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 25 mph.

The recommended speed limit for this section therefore is 25 mph.

- ***Paradise Road***

  Grant Line Road to North City Limits

  This segment of the Paradise Avenue is a two-lane major collector street and is recently reconstructed. The segment is approx 0.50 miles in length and 62 feet in width. On-street parking is not permitted. There is class II bike in this segment and there is asphalt curb installed in this segment. The segment is surrounded by agricultural land and future commercial areas. The posted speed limit in this segment is 40 mph.

  There were no reported accidents on this roadway from January 2007 to December 2009.

  10 mph pace speed 35 mph - 44 mph.
  85th percentile speed 46 mph.
  50th percentile speed 39.8 mph

  The 85th percentile speed indicates a 45 mph speed limit and there were no non intersection related collisions along this segment during the study period. The pace speed in the segment is 35 mph -44 mph. Industrial driveways and pace speed in this segment justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 40 mph.

  The recommended speed limit for this section therefore is 40 mph.

- ***Pescadero Avenue***

Mac Arthur Drive to 2500 feet east of Mac Arthur Drive

This segment of the Pescadero Avenue is a two-lane undivided collector street and then widens to four-lane major collector near the Outlet Mall. The segment is approx. .47 mile in length and 54 feet wide at widest location. On-street parking is not permitted in the portion of this segment. There is no bike lane. This segment does not have fully developed curb and gutter. The posted speed limit is 35 mph.

There were a total of two reported accidents on this roadway from January 2007 to December 2009. None were speed related.

10 mph pace speed 29 mph - 38 mph.
85th percentile speed 38.5 mph.
50th percentile speed 33.3 mph

The 85th percentile speed indicates a 40 mph speed limit and there were two non intersection related collisions along this segment during the study period. The 10 mph pace speed is 29 – 38 mph. The industrial driveways and the pace speed in this segment justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 35 mph.

The recommended speed limit for this section therefore is 35 mph.

- ***Portola Way***

  Holly Drive to Entrada Way

  This segment of Portola Way is a two-lane residential street. The segment is approx. 0.12 mile in length and 40 feet in width. There are residential neighborhoods developed on both sides of this segment. On-street parking is permitted. The posted speed limit is 25 mph.

  There were two reported accidents on this roadway from January 2007 to December 2009. None were speed related.

  10 mph pace speed 23 mph - 32 mph.
  85th percentile speed 31 mph.
  50th percentile speed 26.9 mph

  The 85th percentile speed indicates a 30 mph speed limit and there were two non intersection related collisions along this segment during the study period. There are residential driveways on both sides of this segment in addition to on-street parking that justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 25 mph

  The recommended speed limit for this section therefore is 25 mph.

- ***Richard Drive***

  Lincoln Blvd. to Eaton Avenue

  This segment of Richard Drive is a two-lane residential collector street. The segment is approx. 0.25 mile in length and 40 feet in width. There are residential neighborhoods developed on both sides of this segment. On-street parking is permitted and there is class III bike lane in this segment. The posted speed limit is 25 mph.

  There were no reported accidents on this roadway from January 2007 to December 2009.

  10 mph pace speed 21 mph - 30 mph.
  85th percentile speed 28.9 mph.
  50th percentile speed 25.2 mph

  The 85th percentile speed indicates a 30 mph speed limit and there were no non intersection related collisions along this segment during the study period. There are residential driveways on both sides of this segment in addition to on-street parking that justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 25 mph

  The recommended speed limit for this section therefore is 25 mph.

- ***Schulte Road***

  Tracy Blvd. to Mac Arthur Drive

  This segment of Schulte Road is a four-lane major arterial street. The segment is approx. 1.0 mile in length and 72 feet in width. There are residential neighborhoods developed on both sides of this segment. On-street parking is not permitted and there is a class II bike lane in this segment. The posted speed limit is 35 mph.

  There were fifteen reported accidents on this roadway from January 2007 to December 2009. Three collisions were speed related.

  10 mph pace speed 33 mph - 42 mph.
  85th percentile speed 41.2 mph.
  50th percentile speed 37 mph

  The 85th percentile speed indicates a 40 mph speed limit and there were eight non intersection related collisions along this segment during the study period. There are residential driveways on one side of this segment in addition to on-street parking that justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 35 mph.

  The recommended speed limit for this section therefore is 35 mph.

- ***Sequoia Boulevard***

  Alden Glen Dr. to Beechnut Ave.

  This segment of Sequoia Boulevard is a two-lane residential street. The segment is approx. 0.5 mile in length and 40 feet in width. There are residential neighborhoods developed on both sides of this segment. On-street parking is permitted and there is a class III bike route in this segment. The posted speed limit is 25 mph.

  There were two reported accidents on this roadway from January 2007 to December 2009. None were speed related.

  10 mph pace speed 24 mph - 33 mph.
  85th percentile speed 32.2 mph.
  50th percentile speed 28.3 mph

  The 85th percentile speed indicates a 30 mph speed limit and there was one non intersection related collisions along this segment during the study period. There are residential driveways on both sides of this segment in addition to on-street parking that justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 25 mph.

  The recommended speed limit for this section therefore is 25 mph.

- ***Sixth Street***

Tracy Blvd. to Mac Arthur Drive

This segment of Sixth Street is a two-lane collector street. The segment is approx. 1.0 mile in length and 40 feet in width. There are residential neighborhoods developed on north side of this segment. On-street parking is prohibited for commercial vehicles over 3 tons and there is a class III bike lane in this segment. The posted speed limit in this segment is 30 mph.

There were fifteen reported accidents on this roadway from January 2007 to December 2009. Three collisions were speed related.

10 mph pace speed 25 mph - 34 mph.
85th percentile speed 33.3 mph.
50th percentile speed 28.8 mph

The 85th percentile speed indicates a 30 mph speed limit and there were eight non intersection related collisions along this segment during the study period. There are residential driveways on one side of this segment in addition to on-street parking that justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 30 mph.

The recommended speed limit for this section therefore is 30 mph.

- ***Tenth Street***

Tracy Blvd. to East Street

This segment of Tenth Street is a two-lane collector street. The segment is approx. 0.83 mile in length and 34-56 feet in width. There are residential neighborhoods developed on both side of this segment. On-street parking is permitted. The segment of this section passes through the downtown business district. The posted speed limit in this segment is 25 mph.

There were twenty-five reported accidents on this roadway from January 2007 to December 2009. None were speed related.

10 mph pace speed 21 mph - 30 mph.
85th percentile speed 29.5 mph.
50th percentile speed 26 mph

The 85th percentile speed indicates a 30 mph speed limit and there were eleven non intersection related collisions along this segment during the study period. There are residential and commercial driveways on both sides of this segment in addition to on-street parking that justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 25 mph.

The recommended speed limit for this section therefore is 25 mph.

Civic Center Drive to Mac Arthur Drive

This segment of Tenth Street is a two-lane collector street. The segment is approx. 0.2 mile in length and 40 feet in width. On-street parking is permitted. The segment of this section passes through the downtown business district. The posted speed limit in this segment is 25 mph.

There were two reported accidents on this roadway from January 2007 to December 2009. None were speed related.

10 mph pace speed 19 mph - 28 mph.
85th percentile speed 27.3 mph.
50th percentile speed 23.8 mph

The 85th percentile speed indicates a 30 mph speed limit and there were two non intersection related collisions along this segment during the study period. There are commercial driveways on both sides of this segment in addition to on-street parking that justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 25 mph.

The recommended speed limit for this section therefore is 25 mph.

- ***Third Street***

Central Avenue to Mount Diablo Avenue

This segment of Third Street is a two-lane residential collector street. The segment is approx. 0.44 mile in length and 40 feet in width. There are residential neighborhoods developed on both sides of this segment. On-street parking is permitted and there is a class III bike lane in this segment. The posted speed limit in this segment is 25 mph.

There were two reported accidents on this roadway from January 2007 to December 2009. None were speed related.

10 mph pace speed 23 mph - 32 mph.
85th percentile speed 31.8 mph.
50th percentile speed 27.2 mph

The 85th percentile speed indicates a 30 mph speed limit and there was one non intersection related collisions along this segment during the study period. There are residential driveways on both sides of this segment in addition to a park and on-street parking that justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 25 mph.

The recommended speed limit for this section therefore is 25 mph.

- ***Valpico Road***

Mac Arthur Drive to Fairoaks Drive

This segment of Valpico Road is a two-lane arterial street. The segment is approx. 0.5 mile in length and 48 feet in width. On-street parking is not permitted on the north side of this segment. There is bike lane in this segment. There are residential neighborhoods developed on the north side and there are residential driveways on the south side of this segment. The posted speed limit is 40 mph.

There were three reported accidents on this roadway from January 2007 to December 2009. One collision was speed related.

10 mph pace speed 38 mph - 47 mph.
85th percentile speed 46 mph.
50th percentile speed 41.6 mph

The 85th percentile speed indicates a 45 mph speed limit and there were a total of two non intersection related collisions along this segment during the study period. There are residential driveways in this segment. In addition there is class II bike lane or class III bike route present in this segment. Residential driveways, no shoulder in this segment justifies for the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 40 mph

The recommended speed limit for this section therefore is 40 mph.

Traffic Section, Engineering Division
City of Tracy

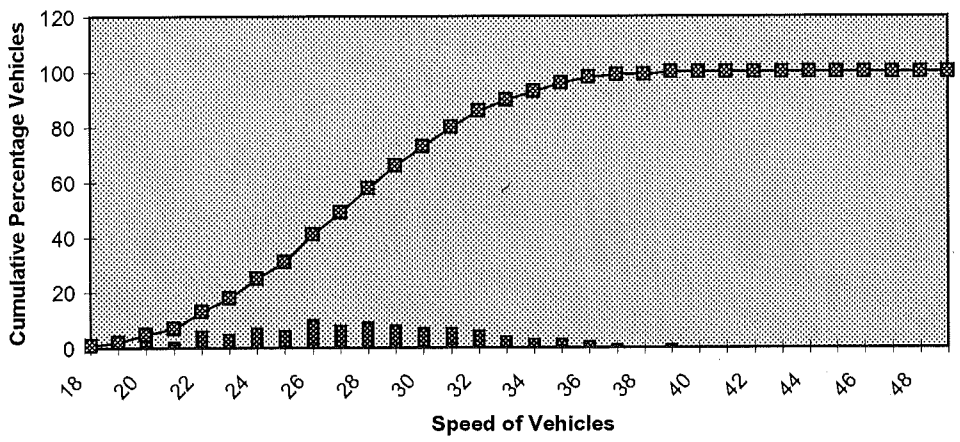
VEHICLE SPEED SURVEY REPORT

Location:	Balboa Drive (Portola Way-Clover Road)		
Date:	8/19/2010	Recorder:	Dennis
Begin Time:	9:00 AM	Direction:	NB/SB
End Time:	9:55 AM	Land use:	Residential
Day:	Thursday	Type:	Collector
Weather:	Clear & Sunny	Posted Limit:	25 mph

SUMMARY STATISTICS

Total observed:	100 Veh.
Speed range:	17-39 mph
50th Percentile Speed:	27.1 mph
85th Percentile Speed:	31.8 mph
10 mph pace speed:	22-31 mph
Average Speed:	27.69

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 0; Intersection 0, Other 0; (Speed Related 0)
Period:	1/1/2007 - 12/31/2009
Street	2 lanes without median island, residential nature
Volume (if known)	n/a
Parking Conditions:	Street parking allowed, no Bike lane present
Other Considerations	Residential Area

RECOMMENDATIONS

Recommended speed limit = 25 mph

SPEED DATA

Speed	Number
17	1
18	0
19	1
20	3
21	2
22	6
23	5
24	7
25	6
26	10
27	8
28	9
29	8
30	7
31	7
32	6
33	4
34	3
35	3
36	2
37	1
38	0
39	1
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
Total	100

Traffic Section, Engineering Division
City of Tracy

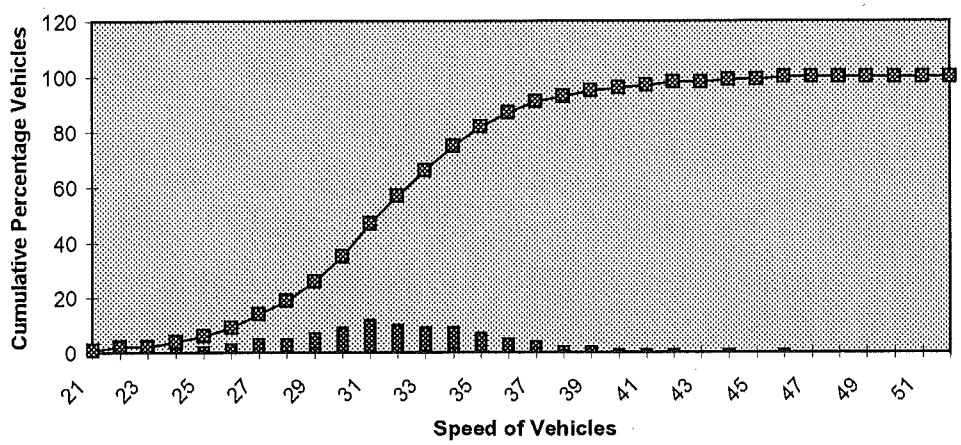
VEHICLE SPEED SURVEY REPORT

Location:	Beechnut Ave. (Tracy Blvd.-Sequoia Ave.)		
Date:	8/20/2010	Recorder:	Dennis
Begin Time:	9:15 AM	Direction:	EB/WB
End Time:	10:20 AM	Land use:	Residential
Day:	Friday	Type:	Collector
Weather:	Clear & Sunny	Posted Limit:	30 mph

SUMMARY STATISTICS

Total observed:	100 Veh.
Speed range:	20-46 mph
50th Percentile Speed:	31.3 mph
85th Percentile Speed:	35.6 mph
10 mph pace speed:	27-36 mph
Average Speed:	32.01

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 3; Intersection 0, Other 3; (Speed Related 1)
Period:	1/1/2007 - 12/31/2009
Street	Two lane Eastbound and Westbound street
Volume (if known)	n/a
Parking Conditions:	On street parking allowed, no bike lane present
Other Considerations	RR track on North, few residential driveway on south

RECOMMENDATIONS

Recommended speed limit = 30 mph

SPEED DATA

Speed	Number
20	1
21	0
22	1
23	0
24	2
25	2
26	3
27	5
28	5
29	7
30	9
31	12
32	10
33	9
34	9
35	7
36	5
37	4
38	2
39	2
40	1
41	1
42	1
43	0
44	1
45	0
46	1
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	100

Traffic Section, Engineering Division
City of Tracy

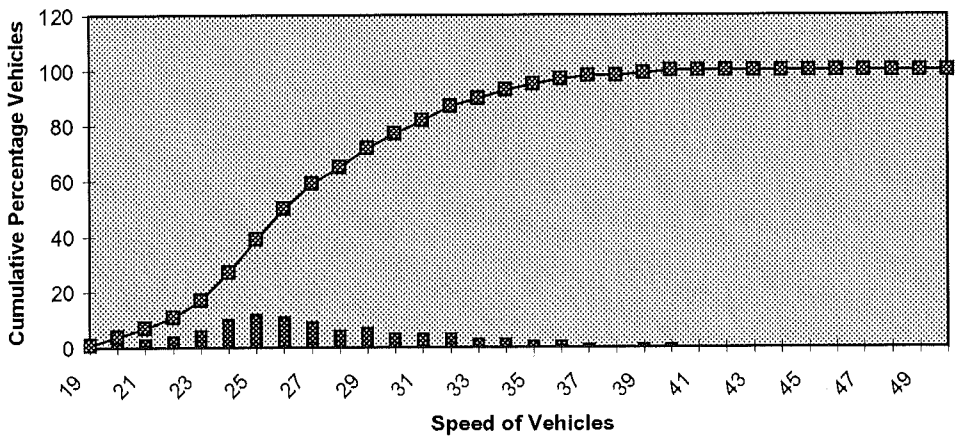
VEHICLE SPEED SURVEY REPORT

Location:	Beverly Place (Lincoln Blvd. - Tracy Blvd.)		
Date:	8/25/2010	Recorder:	Dennis
Begin Time:	10:10 AM	Direction:	EB/WB
End Time:	11:20 AM	Land use:	Resd/Comm
Day:	Wednesday	Type:	Collector
Weather:	Clear & Sunny	Posted Limit:	25 mph

SUMMARY STATISTICS

Total observed:	100 Veh
Speed range:	18-40 mph
50th Percentile Speed:	26 mph
85th Percentile Speed:	31.6 mph
10 mph pace speed:	23-32 mph
Average Speed:	27.31

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 3; Intersection 2, Other 1; (Speed Related 0)
Period:	1/1/2007 - 12/31/2009
Street	Two Lane residential collector without median island
Volume (if known)	n/a
Parking Conditions:	No parking restrictions in this segment
Other Considerations	Residential Area

RECOMMENDATIONS

Recommended speed limit = 25 mph

SPEED DATA

Speed	Number
18	1
19	0
20	3
21	3
22	4
23	6
24	10
25	12
26	11
27	9
28	6
29	7
30	5
31	5
32	5
33	3
34	3
35	2
36	2
37	1
38	0
39	1
40	1
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
Total	100

Traffic Section, Engineering Division
City of Tracy

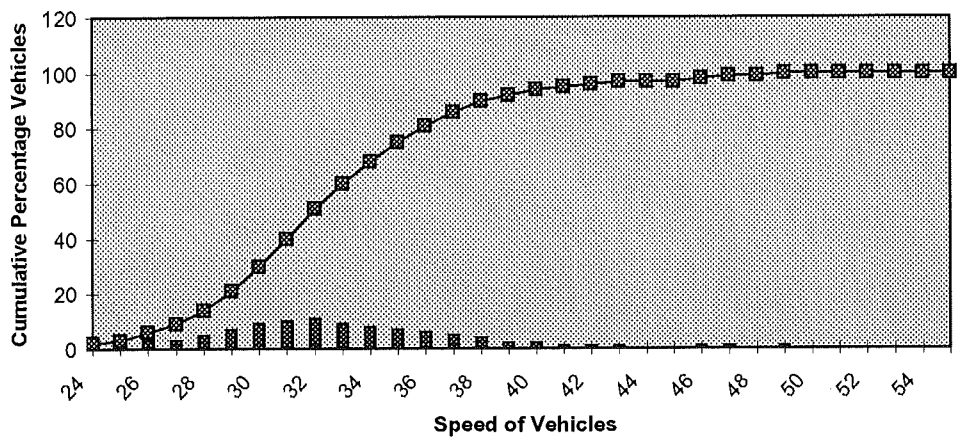
VEHICLE SPEED SURVEY REPORT

Location:	Brookview Dr (St Regis Dr - Reids Way)		
Date:	8/18/2010	Recorder:	Dennis
Begin Time:	9:15 AM	Direction:	EB/WB
End Time:	10:25 AM	Land use:	Residential
Day:	Wednesday	Type:	Collector
Weather:	Clear & Sunny	Posted Limit:	30 mph

SUMMARY STATISTICS

Total observed:	100 veh.
Speed range:	23-49 mph
50th Percentile Speed:	31.9 mph
85th Percentile Speed:	36.8 mph
10 mph pace speed:	28-37 mph
Average Speed:	32.99

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 0; Intersection 0, Other 0; (Speed Related 0)
Period:	1/1/2007 - 12/31/2009
Street	Two lane Eastbound and Westbound street
Volume (if known)	n/a
Parking Conditions:	On street parking allowed, Class II bike lane present
Other Considerations	Park Area

RECOMMENDATIONS

Recommended speed limit = 30 mph

SPEED DATA

Speed	Number
23	1
24	1
25	1
26	3
27	3
28	5
29	7
30	9
31	10
32	11
33	9
34	8
35	7
36	6
37	5
38	4
39	2
40	2
41	1
42	1
43	1
44	0
45	0
46	1
47	1
48	0
49	1
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
Total	100

Traffic Section, Engineering Division
City of Tracy

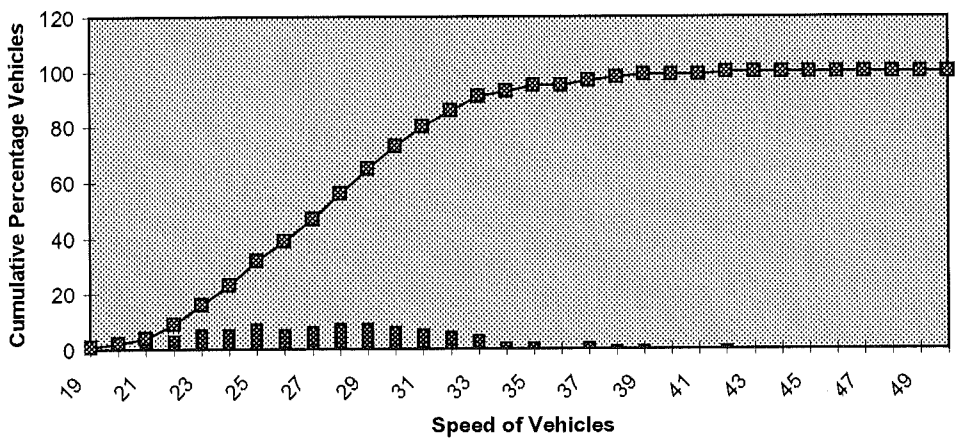
VEHICLE SPEED SURVEY REPORT

Location:	Brookview Dr. (Reids Way - Glenbrook Dr.)		
Date:	9/2/2010	Recorder:	Dennis
Begin Time:	10:00 AM	Direction:	EB/WB
End Time:	11:45 AM	Land use:	Residential
Day:	Thursday	Type:	Collector
Weather:	Clear & Sunny	Posted Limit:	25 mph

SUMMARY STATISTICS

Total observed:	100 veh
Speed range:	18-42 mph
50th Percentile Speed:	27.3 mph
85th Percentile Speed:	31.8 mph
10 mph pace speed:	23-32 mph
Average Speed:	28.00

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 0; Intersection 0, Other 0; (Speed Related 0)
Period:	1/1/2007 - 12/31/2009
Street	Two lane Eastbound and Westbound street
Volume (if known)	n/a
Parking Conditions:	On street parking allowed, Class II bike lane present
Other Considerations	Residential area

RECOMMENDATIONS

Recommended speed limit = 25 mph

SPEED DATA

Speed	Number
18	1
19	0
20	1
21	2
22	5
23	7
24	7
25	9
26	7
27	8
28	9
29	9
30	8
31	7
32	6
33	5
34	2
35	2
36	0
37	2
38	1
39	1
40	0
41	0
42	1
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
Total	100

Traffic Section, Engineering Division
City of Tracy

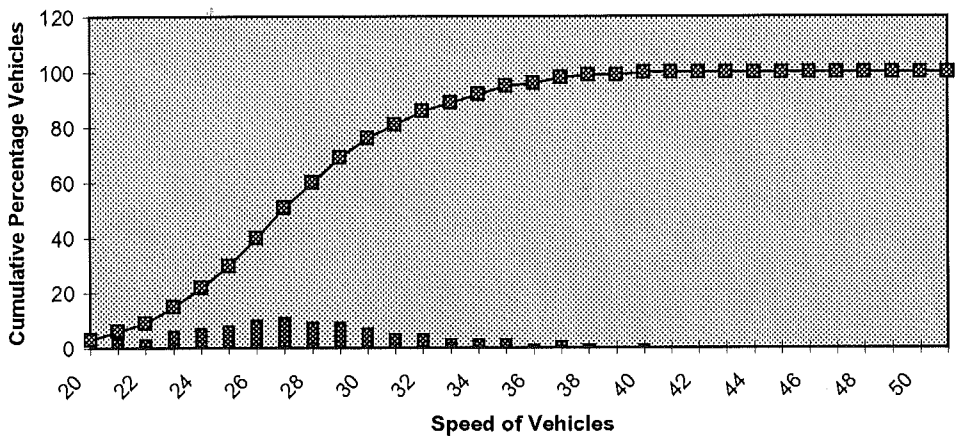
VEHICLE SPEED SURVEY REPORT

Location:	Buthman Ave (Grant Line Rd. - Kavanagh Ave)		
Date:	8/23/2010	Recorder:	Dennis
Begin Time:	9:10 AM	Direction:	NB/SB
End Time:	10:20 AM	Land use:	Resd/Comm
Day:	Monday	Type:	Collector
Weather:	Clear & Sunny	Posted Limit:	25 mph

SUMMARY STATISTICS

Total observed:	100 Veh
Speed range:	19-40 mph
50th Percentile Speed:	26.9 mph
85th Percentile Speed:	31.8 mph
10 mph pace speed:	23-32 mph
Average Speed:	27.83

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 1; Intersection 0, Other 1; (Speed Related 0)
Period:	1/1/2007 - 12/31/2009
Street	Two Lane residential collector without median island
Volume (if known)	n/a
Parking Conditions:	No parking restrictions in this segment
Other Considerations	Residential Area

RECOMMENDATIONS

Recommended speed limit = 25 mph

SPEED DATA

Speed	Number
19	1
20	2
21	3
22	3
23	6
24	7
25	8
26	10
27	11
28	9
29	9
30	7
31	5
32	5
33	3
34	3
35	3
36	1
37	2
38	1
39	0
40	1
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
Total	100

Traffic Section, Engineering Division
City of Tracy

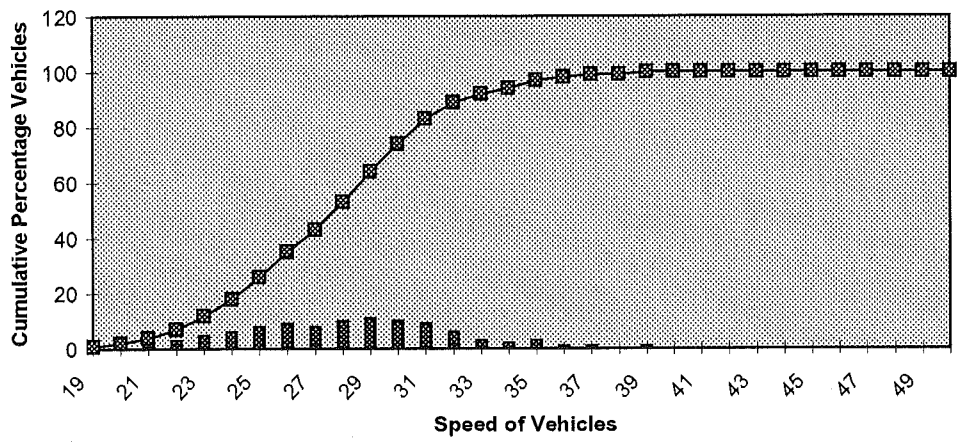
VEHICLE SPEED SURVEY REPORT

Location:	Buthman Ave (Kavanagh Ave - Clover Rd.)		
Date:	8/26/2010	Recorder:	Dennis
Begin Time:	9:40 AM	Direction:	NB/SB
End Time:	11:10 AM	Land use:	Resd/Comm
Day:	Thursday	Type:	Collector
Weather:	Clear & Sunny	Posted Limit:	25 mph

SUMMARY STATISTICS

Total observed:	100 Veh
Speed range:	18-39 mph
50th Percentile Speed:	27.7 mph
85th Percentile Speed:	31.3 mph
10 mph pace speed:	23-32 mph
Average Speed:	28.09

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 0; Intersection 0, Other 0; (Speed Related 0)
Period:	1/1/2007 - 12/31/2009
Street	Two Lane residential collector without median island
Volume (if known)	n/a
Parking Conditions:	No parking restrictions in this segment
Other Considerations	Residential Apartment and Residential Driveways, Curve in Roadwa

RECOMMENDATIONS

Recommended speed limit = 25 mph

TRACY

SPEED DATA

Speed	Number
18	1
19	0
20	1
21	2
22	3
23	5
24	6
25	8
26	9
27	8
28	10
29	11
30	10
31	9
32	6
33	3
34	2
35	3
36	1
37	1
38	0
39	1
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
Total	100

Traffic Section, Engineering Division
City of Tracy

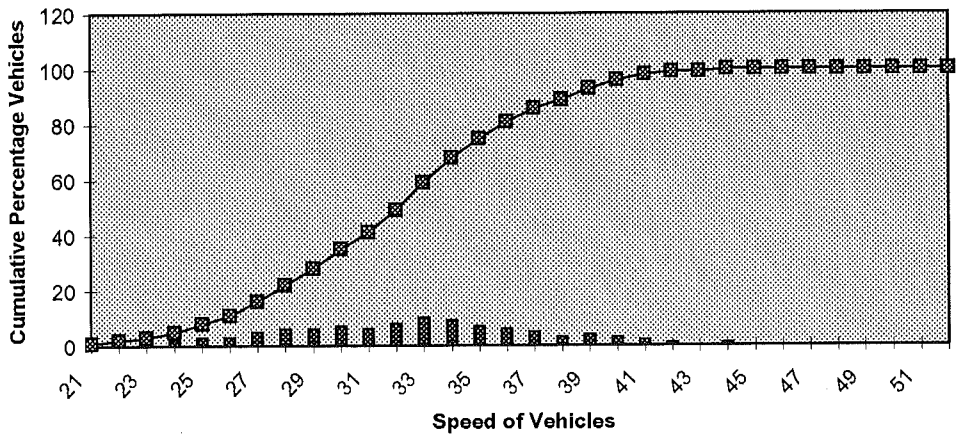
VEHICLE SPEED SURVEY REPORT

Location:	Central Avenue (Schulte Road - Tracy Blvd.)		
Date:	9/17/2010	Recorder:	Dennis
Begin Time:	10:25 AM	Direction:	NB/SB
End Time:	11:10 AM	Land use:	Residential
Day:	Friday	Type:	Arterial
Weather:	Clear & Sunny	Posted Limit:	30 mph

SUMMARY STATISTICS

Total observed:	100 vehicles
Speed range:	20-44 mph
50th Percentile Speed:	32.1 mph
85th Percentile Speed:	36.8 mph
10 mph pace speed:	27-36 mph
Average Speed:	32.35

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 11; Intersection 6, Other 5; (Speed Related 3)
Period:	1/1/2007 - 12/31/2009
Street	4 lane street, There is a class III or II bike lane in this section
Volume (if known)	n/a
Parking Conditions:	No parking allowed except in front of residential homes
Other Considerations	residential driveways, School frontage, Curve

RECOMMENDATIONS

Recommended speed limit = 30 mph

TRACY

SPEED DATA

Speed	Number
20	1
21	0
22	1
23	1
24	2
25	3
26	3
27	5
28	6
29	6
30	7
31	6
32	8
33	10
34	9
35	7
36	6
37	5
38	3
39	4
40	3
41	2
42	1
43	0
44	1
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	100

Traffic Section, Engineering Division
City of Tracy

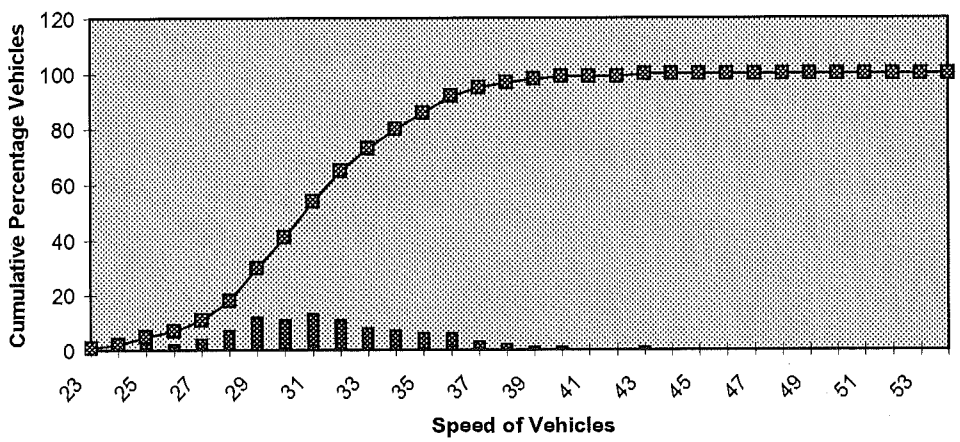
VEHICLE SPEED SURVEY REPORT

Location:	Central Avenue (Mt. Diablo-Schulte Blvd.)		
Date:	8/25/2010	Recorder:	Dennis
Begin Time:	1:20 PM	Direction:	NB/SB
End Time:	1:45 PM	Land use:	Residential
Day:	Wednesday	Type:	Collector
Weather:	Clear & Sunny	Posted Limit:	30 mph

SUMMARY STATISTICS

Total observed:	100 Veh.
Speed range:	22-43 mph
50th Percentile Speed:	30.7 mph
85th Percentile Speed:	34.8 mph
10 mph pace speed:	27-36 mph
Average Speed:	31.47

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 5; Intersection 3, Other 2; (Speed Related 2)
Period:	1/1/2007 - 12/31/2009
Street	4 lane street, There is a class III or II bike lane in this section
Volume (if known)	n/a
Parking Conditions:	No parking allowed except in front of residential homes
Other Considerations	Residential Driveways

RECOMMENDATIONS

Recommended speed limit = 30 mph

TRACY

SPEED DATA

Speed	Number
22	1
23	0
24	1
25	3
26	2
27	4
28	7
29	12
30	11
31	13
32	11
33	8
34	7
35	6
36	6
37	3
38	2
39	1
40	1
41	0
42	0
43	1
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
Total	100

Traffic Section, Engineering Division
City of Tracy

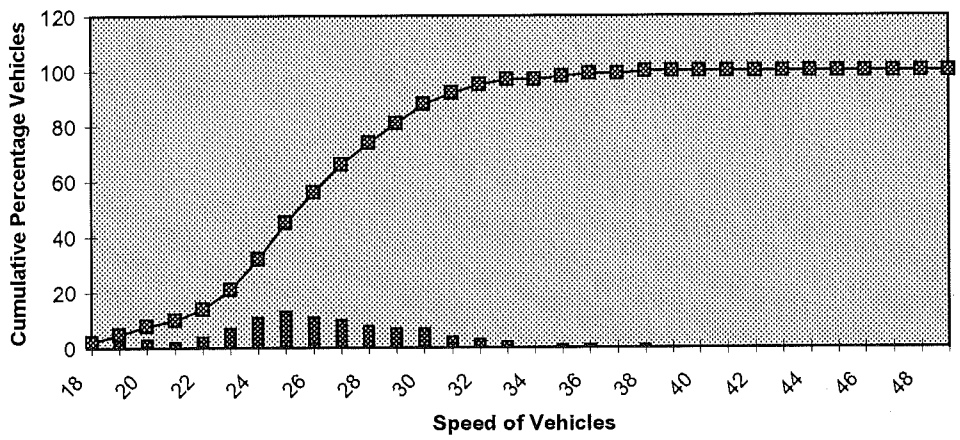
VEHICLE SPEED SURVEY REPORT

Location:	Chester Dr. (Eaton Ave.-Lowell Ave.)		
Date:	8/12/2010	Recorder:	Dennis
Begin Time:	10:05 AM	Direction:	NB/SB
End Time:	11:40 AM	Land use:	Residential
Day:	Thursday	Type:	Collector
Weather:	Clear & Sunny	Posted Limit:	25 mph

SUMMARY STATISTICS

Total observed:	100 Veh.
Speed range:	17-38 mph
50th Percentile Speed:	25.5 mph
85th Percentile Speed:	29.6 mph
10 mph pace speed:	22-31 mph
Average Speed:	26.20

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 4; Intersection 3, Other 1; (Speed Related 0)
Period:	1/1/2007 - 12/31/2009
Street	Two lane residential street
Volume (if known)	n/a
Parking Conditions:	On street parking is permitted
Other Considerations	Church, school access

RECOMMENDATIONS

Recommended speed limit = 25 mph

TRACY

SPEED DATA

Speed	Number
17	1
18	1
19	3
20	3
21	2
22	4
23	7
24	11
25	13
26	11
27	10
28	8
29	7
30	7
31	4
32	3
33	2
34	0
35	1
36	1
37	0
38	1
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
Total	100

Traffic Section, Engineering Division
City of Tracy

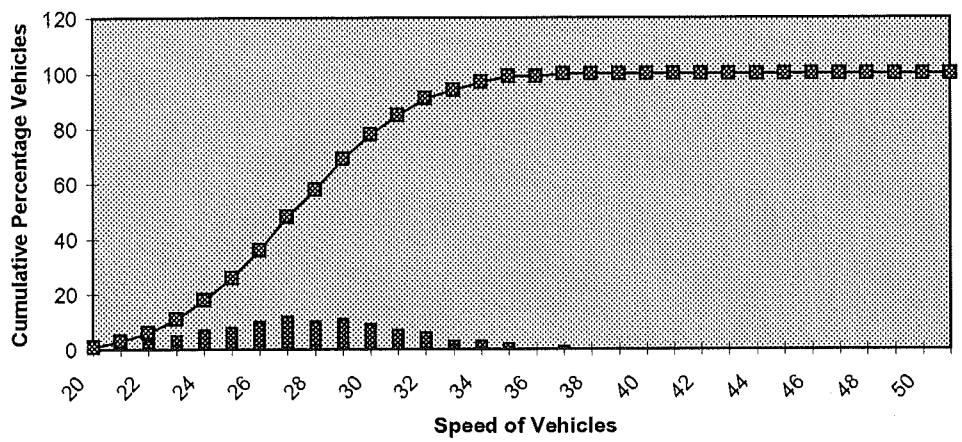
VEHICLE SPEED SURVEY REPORT

Location:	Clover Road (Holly Dr. to Tracy Blvd.)		
Date:	6/8/2010	Recorder:	Dennis
Begin Time:	9:15 AM	Direction:	EB/WB
End Time:	9:55 AM	Land use:	Comm/Res
Day:	Tuesday	Type:	Collector
Weather:	Clear & Sunny	Posted Limit:	25 mph

SUMMARY STATISTICS

Total observed:	100 Veh.
Speed range:	19-37 mph
50th Percentile Speed:	27.2 mph
85th Percentile Speed:	31 mph
10 mph pace speed:	23-32 mph
Average Speed:	27.80

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 9; Intersection 4, Other 5; (Speed Related 0)
Period:	1/1/2007 - 12/31/2009
Street	2 lane street eastbound westbound with no median island
Volume (if known)	n/a
Parking Conditions:	Parking permitted along residential areas only
Other Considerations	Residential frontage, accidents

RECOMMENDATIONS

Recommended speed limit = 25 mph

SPEED DATA

Speed	Number
19	1
20	0
21	2
22	3
23	5
24	7
25	8
26	10
27	12
28	10
29	11
30	9
31	7
32	6
33	3
34	3
35	2
36	0
37	1
38	0
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
Total	100

Traffic Section, Engineering Division
City of Tracy

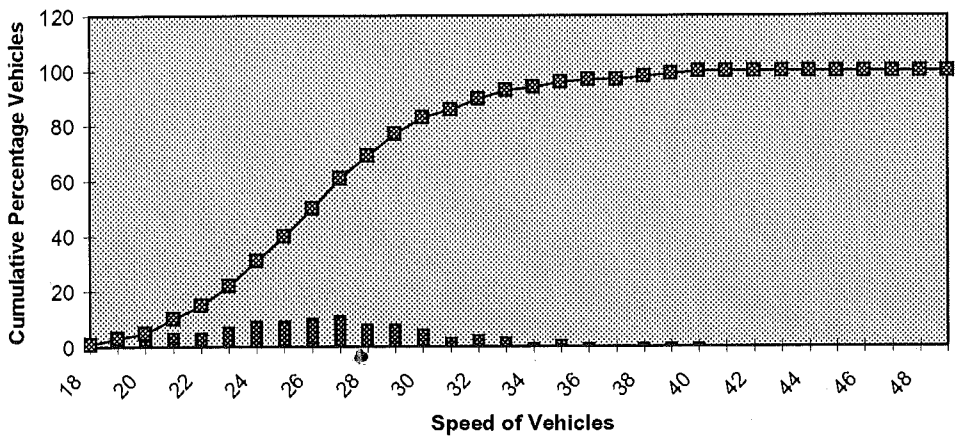
VEHICLE SPEED SURVEY REPORT

Location:	Clover Road (West City Limits to Tracy Blvd.)		
Date:	8/24/2010	Recorder:	Dennis
Begin Time:	1:25 PM	Direction:	EB/WB
End Time:	2:10 PM	Land use:	Comm/Res
Day:	Tuesday	Type:	Collector
Weather:	Clear & Sunny	Posted Limit:	25 mph

SUMMARY STATISTICS

Total observed:	100 Veh
Speed range:	17-40 mph
50th Percentile Speed:	26 mph
85th Percentile Speed:	30.7 mph
10 mph pace speed:	21-30 mph
Average Speed:	26.82

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 4; Intersection 0, Other 4; (Speed Related 1)
Period:	1/1/2007 - 12/31/2009
Street	2 lane street eastbound westbound with no median island
Volume (if known)	n/a
Parking Conditions:	Parking not permitted
Other Considerations	

RECOMMENDATIONS

Recommended speed limit = 25 mph

SPEED DATA

Speed	Number
17	1
18	0
19	2
20	2
21	5
22	5
23	7
24	9
25	9
26	10
27	11
28	8
29	8
30	6
31	3
32	4
33	3
34	1
35	2
36	1
37	0
38	1
39	1
40	1
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
Total	100

Traffic Section, Engineering Division
City of Tracy

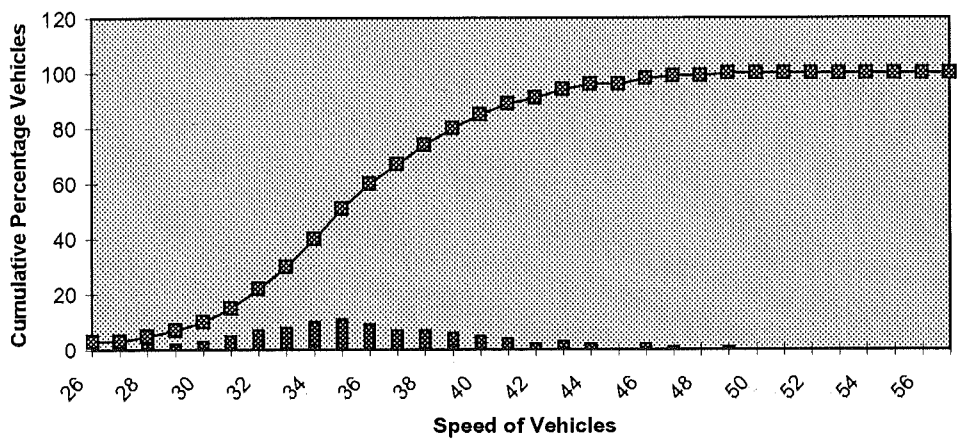
VEHICLE SPEED SURVEY REPORT

Location:	Corral Hollow Road (N.City limits-Grant Line Road)		
Date:	7/20/2010	Recorder:	Dennis
Begin Time:	10:50 AM	Direction:	NB/SB
End Time:	11:20 AM	Land use:	Residential
Day:	Tuesday	Type:	Arterial
Weather:	Clear & Sunny	Posted Limit:	35 mph

SUMMARY STATISTICS

Total observed:	100Veh.
Speed range:	25-49 mph
50th Percentile Speed:	34.9 mph
85th Percentile Speed:	40 mph
10 mph pace speed:	31-40 mph
Average Speed:	35.85

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 17; Intersection 3, Other 14; (Speed Related 10)
Period:	1/1/2007 - 12/31/2009
Street	2 lanes in NB, that narrows to 1-lane, 1-lane in SB that widens to 2 l
Volume (if known)	n/a
Parking Conditions:	On street parking is prohibited
Other Considerations	Mall entrance, Driveway Accesses

RECOMMENDATIONS

Recommended speed limit = 35 mph

TRACY

SPEED DATA

Speed	Number
25	1
26	2
27	0
28	2
29	2
30	3
31	5
32	7
33	8
34	10
35	11
36	9
37	7
38	7
39	6
40	5
41	4
42	2
43	3
44	2
45	0
46	2
47	1
48	0
49	1
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	0
Total	100

Traffic Section, Engineering Division
City of Tracy

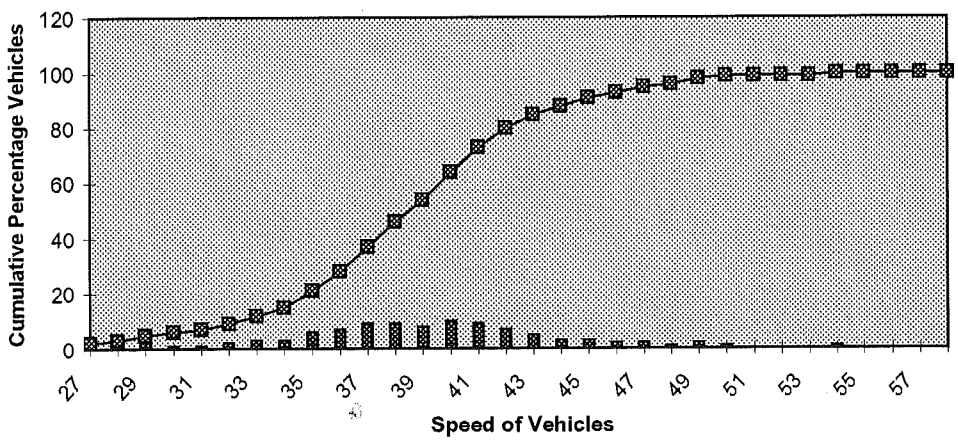
VEHICLE SPEED SURVEY REPORT

Location:	Corral Hollow Rd (Lowell Ave - Grant Line Rd)		
Date:	9/17/2010	Recorder:	Dennis
Begin Time:	9:45 AM	Direction:	NB/SB
End Time:	10:15 AM	Land use:	Comm/Subdivision
Day:	Friday	Type:	Arterial
Weather:	Clear & Sunny	Posted Limit:	40 mph

SUMMARY STATISTICS

Total observed:	100 vehicles
Speed range:	26-54 mph
50th Percentile Speed:	38.5 mph
85th Percentile Speed:	43 mph
10 mph pace speed:	34-43 mph
Average Speed:	38.95

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 26; Intersection 8, Other 18; (Speed Related 13)
Period:	1/1/2007 - 12/31/2009
Street	4 lane street with a median island
Volume (if known)	n/a
Parking Conditions:	On street parking is prohibited. There is a class II Bike lane
Other Considerations	

RECOMMENDATIONS

Recommended speed limit = 40 mph

SPEED DATA

Speed	Number
26	1
27	1
28	1
29	2
30	1
31	1
32	2
33	3
34	3
35	6
36	7
37	9
38	9
39	8
40	10
41	9
42	7
43	5
44	3
45	3
46	2
47	2
48	1
49	2
50	1
51	0
52	0
53	0
54	1
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	0
71	0
Total	100

Traffic Section, Engineering Division
City of Tracy

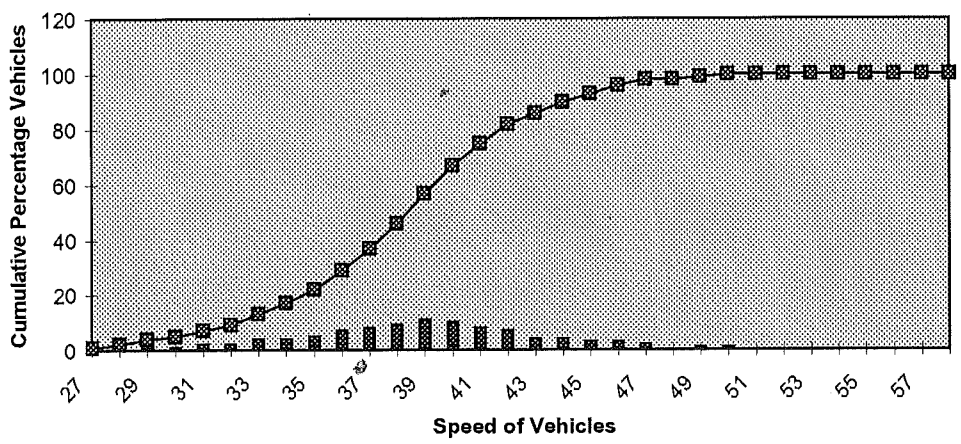
VEHICLE SPEED SURVEY REPORT

Location:	Corral Hollow Rd (11th St.-Lowell Ave)		
Date:	8/26/2010	Recorder:	Dennis
Begin Time:	9:30 AM	Direction:	NB/SB
End Time:	9:55 AM	Land use:	Comm/Subdivision
Day:	Thursday	Type:	Arterial
Weather:	Clear & Sunny	Posted Limit:	40 mph

SUMMARY STATISTICS

Total observed:	100 vehicles
Speed range:	26-50 mph
50th Percentile Speed:	38.4 mph
85th Percentile Speed:	42.8 mph
10 mph pace speed:	33-42 mph
Average Speed:	38.66

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 55; Intersection 15, Other 40; (Speed Related 27)
Period:	1/1/2007 - 12/31/2009
Street	4 lane street with a median island
Volume (if known)	n/a
Parking Conditions:	On street parking is prohibited. There is a class II Bike lane
Other Considerations	

RECOMMENDATIONS

Recommended speed limit = 40 mph

SPEED DATA

Speed	Number
26	1
27	0
28	1
29	2
30	1
31	2
32	2
33	4
34	4
35	5
36	7
37	8
38	9
39	11
40	10
41	8
42	7
43	4
44	4
45	3
46	3
47	2
48	0
49	1
50	1
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	0
71	0
Total	100

Traffic Section, Engineering Division
City of Tracy

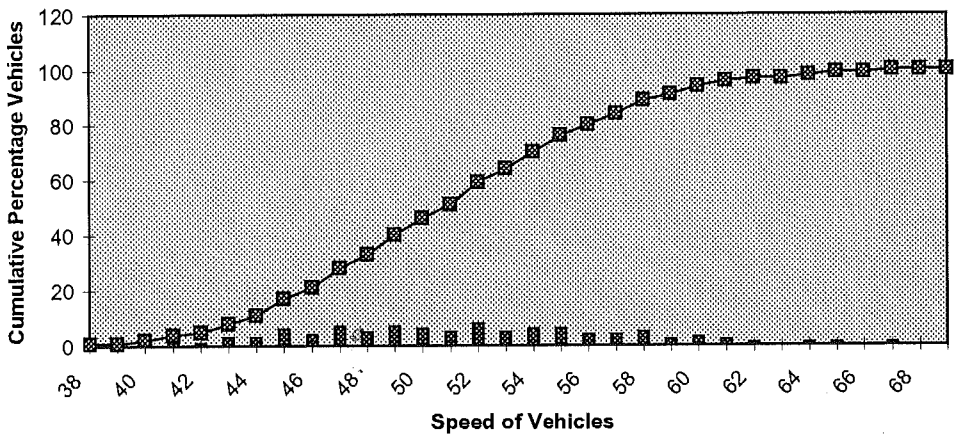
VEHICLE SPEED SURVEY REPORT

Location:	Corral Hollow Rd (City Limits S/O Linne Rd.-I-580)		
Date:	9/22/2010	Recorder:	Dennis
Begin Time:	10:40 AM	Direction:	NB/SB
End Time:	11:20 AM	Land use:	Rural
Day:	Wednesday	Type:	Arterial
Weather:	Clear & Sunny	Posted Limit:	55 mph

SUMMARY STATISTICS

Total observed:	100 vehicles
Speed range:	37-67 mph
50th Percentile Speed:	51.1 mph
85th Percentile Speed:	57.2 mph
10 mph pace speed:	45-54 mph
Average Speed:	51.38

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 7; Intersection 1, Other 6; (Speed Related 1)
Period:	1/1/2007 - 12/31/2009
Street	2 lane street with no median island
Volume (if known)	n/a
Parking Conditions:	On street parking is prohibited. There is no Bike lane
Other Considerations	

RECOMMENDATIONS

Recommended speed limit = 50 mph

TRACY

SPEED DATA

Speed	Number
37	1
38	0
39	0
40	1
41	2
42	1
43	3
44	3
45	6
46	4
47	7
48	5
49	7
50	6
51	5
52	8
53	5
54	6
55	6
56	4
57	4
58	5
59	2
60	3
61	2
62	1
63	0
64	1
65	1
66	0
67	1
68	0
69	0
70	0
71	0
72	0
73	0
74	0
75	0
76	0
77	0
78	0
79	0
80	0
81	0
82	0
Total	100

Traffic Section, Engineering Division
City of Tracy

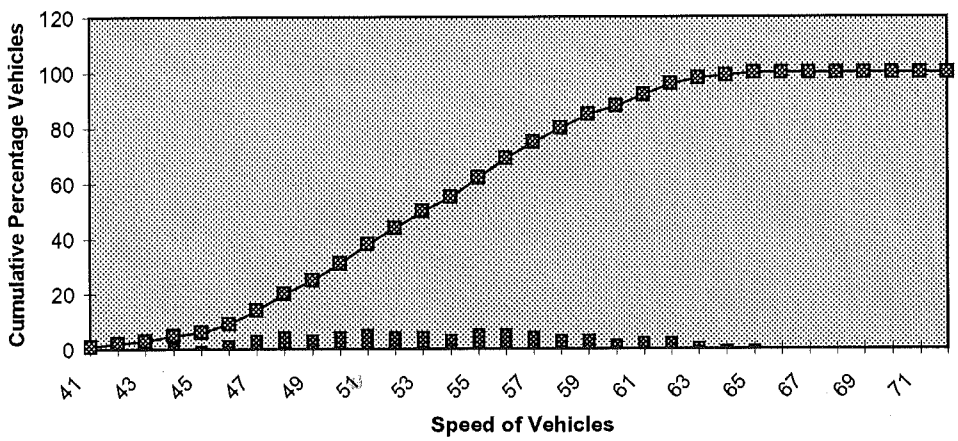
VEHICLE SPEED SURVEY REPORT

Location:	Corral Hollow Road (I-580-South City Limit)		
Date:	9/28/2010	Recorder:	Dennis
Begin Time:	9:15 AM	Direction:	EB/WB
End Time:	11:10 AM	Land use:	Rural
Day:	Tuesday	Type:	Arterial
Weather:	Clear & Sunny	Posted Limit:	55 mph

SUMMARY STATISTICS

Total observed:	100 vehicles
Speed range:	40-65 mph
50th Percentile Speed:	53 mph
85th Percentile Speed:	59 mph
10 mph pace speed:	48-57 mph
Average Speed:	53.52

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 0; Intersection 0, Other 0; (Speed Related 0)
Period:	1/1/2007 - 12/31/2009
Street	2 lane street with no median island
Volume (if known)	n/a
Parking Conditions:	On street parking is prohibited. There is no Bike lane
Other Considerations	

RECOMMENDATIONS

Recommended speed limit = 55 mph

SPEED DATA

Speed	Number
40	1
41	0
42	1
43	1
44	2
45	1
46	3
47	5
48	6
49	5
50	6
51	7
52	6
53	6
54	5
55	7
56	7
57	6
58	5
59	5
60	3
61	4
62	4
63	2
64	1
65	1
66	0
67	0
68	0
69	0
70	0
71	0
72	0
73	0
74	0
75	0
76	0
77	0
78	0
79	0
80	0
81	0
82	0
83	0
84	0
85	0
Total	100

Traffic Section, Engineering Division
City of Tracy

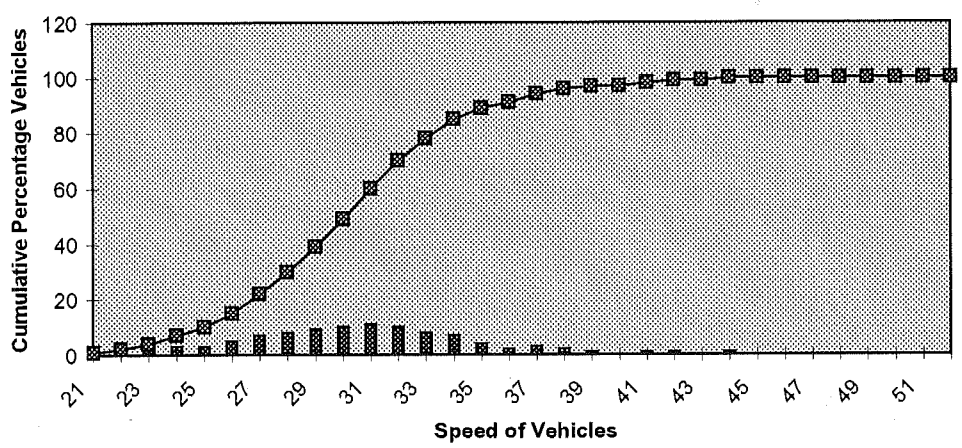
VEHICLE SPEED SURVEY REPORT

Location:	Cypress Drive (Corral Hollow Rd.-Summer Lane)		
Date:	8/16/2010	Recorder:	Dennis
Begin Time:	10:00am	Direction:	EB/WB
End Time:	11:15am	Land use:	Residential
Day:	Monday	Type:	Collector
Weather:	Clear & Sunny	Posted Limit:	30 mph

SUMMARY STATISTICS

Total observed:	100 Veh.
Speed range:	20-44 mph
50th Percentile Speed:	30.1 mph
85th Percentile Speed:	34 mph
10 mph pace speed:	26-35 mph
Average Speed:	30.67

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 1; Intersection 0, Other 1; (Speed Related 1)
Period:	1/1/2007 - 12/31/2009
Street	two lane with bike lane and residential driveways
Volume (if known)	
Parking Conditions:	Allowed in residential frontage only
Other Considerations	

RECOMMENDATIONS

Recommended speed limit = 30 mph

SPEED DATA

Speed	Number
20	1
21	0
22	1
23	2
24	3
25	3
26	5
27	7
28	8
29	9
30	10
31	11
32	10
33	8
34	7
35	4
36	2
37	3
38	2
39	1
40	0
41	1
42	1
43	0
44	1
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	100

Traffic Section, Engineering Division
City of Tracy

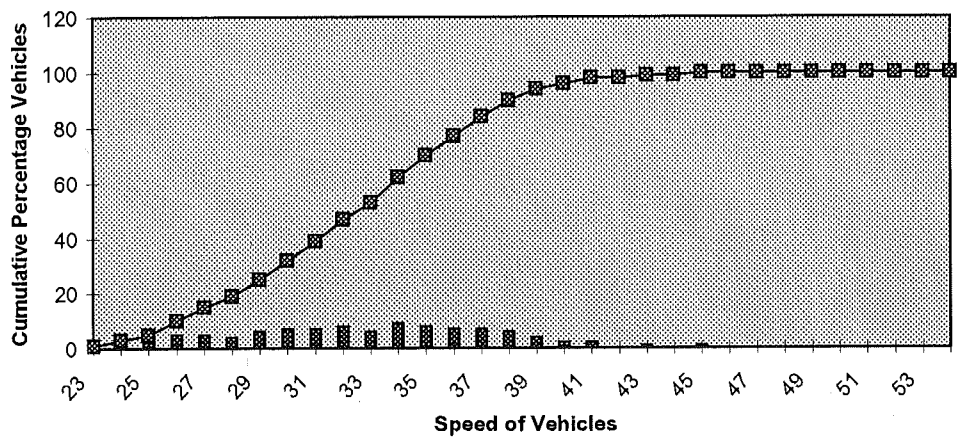
VEHICLE SPEED SURVEY REPORT

Location:	Dominique Dr. (Eastlkae Cir.-Elissagaray Dr.)		
Date:	9/1/2010	Recorder:	Dennis
Begin Time:	1:15 PM	Direction:	EB/WB
End Time:	2:40 PM	Land use:	Residential
Day:	Wednesday	Type:	Collector
Weather:	Clear & Sunny	Posted Limit:	25 mph

SUMMARY STATISTICS

Total observed:	100 Veh.
Speed range:	22-45 mph
50th Percentile Speed:	32.5 mph
85th Percentile Speed:	37.2 mph
10 mph pace speed:	29-38 mph
Average Speed:	32.83

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 0; Intersection 0, Other 0; (Speed Related 0)
Period:	1/1/2007 - 12/31/2009
Street	Residential Street for School frontage - future
Volume (if known)	
Parking Conditions:	Allowed
Other Considerations	Residential driveways

RECOMMENDATIONS

Recommended speed limit = 30 mph

SPEED DATA

Speed	Number
22	1
23	0
24	2
25	2
26	5
27	5
28	4
29	6
30	7
31	7
32	8
33	6
34	9
35	8
36	7
37	7
38	6
39	4
40	2
41	2
42	0
43	1
44	0
45	1
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
Total	100

Traffic Section, Engineering Division
City of Tracy

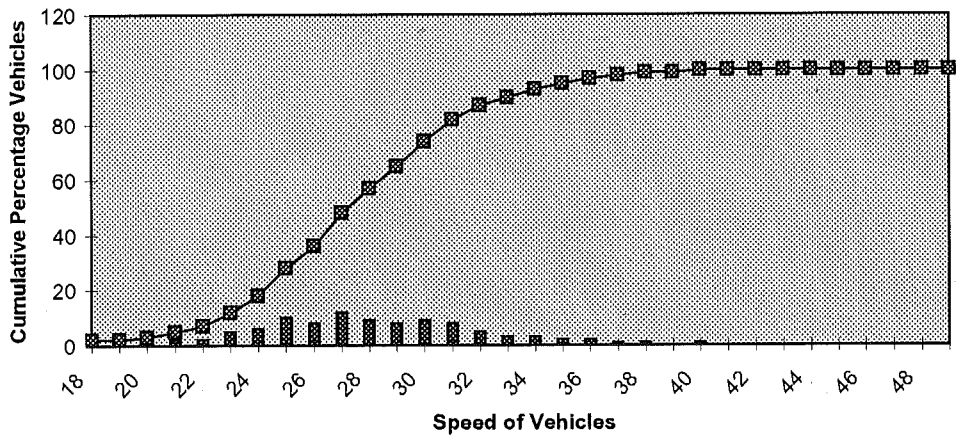
VEHICLE SPEED SURVEY REPORT

Location:	Eaton Ave (Richard Dr. - Tracy Blvd.)		
Date:	8/12/2010	Recorder:	Dennis
Begin Time:	1:15 PM	Direction:	EB/WB
End Time:	2:20 PM	Land use:	Residential
Day:	Thursday	Type:	Collector
Weather:	Clear & Sunny	Posted Limit:	25 mph

SUMMARY STATISTICS

Total observed:	100 Veh
Speed range:	17-40 mph
50th Percentile Speed:	27.2mph
85th Percentile Speed:	31.6 mph
10 mph pace speed:	23-32 mph
Average Speed:	28.02

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 4; Intersection 0, Other 4; (Speed Related 0)
Period:	1/1/2007 - 12/31/2009
Street	Two Lane residential collector
Volume (if known)	
Parking Conditions:	On street parking is permitted
Other Considerations	Residential Driveways,

RECOMMENDATIONS

Recommended speed limit = 25 mph

SPEED DATA

Speed	Number
17	1
18	1
19	0
20	1
21	2
22	2
23	5
24	6
25	10
26	8
27	12
28	9
29	8
30	9
31	8
32	5
33	3
34	3
35	2
36	2
37	1
38	1
39	0
40	1
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
Total	100

Traffic Section, Engineering Division
City of Tracy

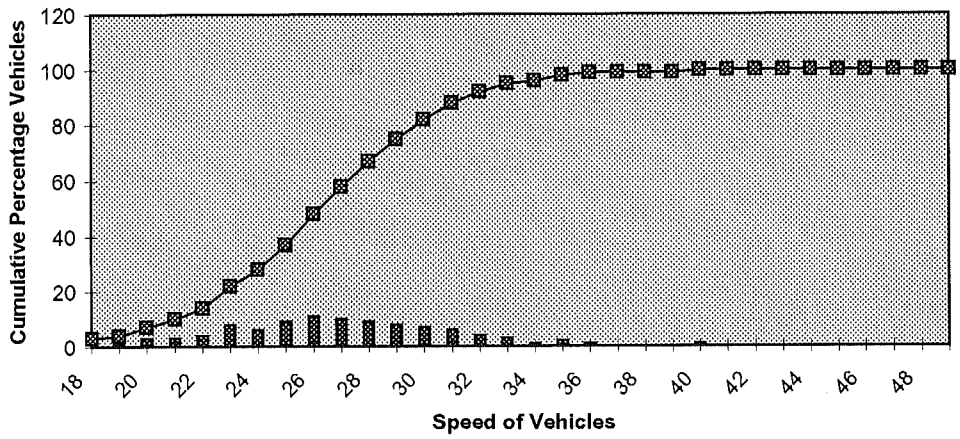
VEHICLE SPEED SURVEY REPORT

Location:	Eaton Avenue (Tracy Blvd.-East Street)		
Date:	8/23/2010	Recorder:	Dennis
Begin Time:	10:25 AM	Direction:	EB/WB
End Time:	11:40 AM	Land use:	Residential
Day:	Monday	Type:	Collector
Weather:	Clear & Sunny	Posted Limit:	25 mph

SUMMARY STATISTICS

Total observed:	100 Veh.
Speed range:	17-40 mph
50th Percentile Speed:	26.2 mph
85th Percentile Speed:	30.5 mph
10 mph pace speed:	22-31 mph
Average Speed:	26.79

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 13; Intersection 2, Other 11; (Speed Related 1)
Period:	1/1/2007 - 12/31/2009
Street	Two Lane residential collector
Volume (if known)	
Parking Conditions:	On street parking is permitted
Other Considerations	Hospital, medical clinics, residential driveways, school etc

RECOMMENDATIONS

Recommended speed limit = 25 mph

TRACY

SPEED DATA

Speed	Number
17	1
18	2
19	1
20	3
21	3
22	4
23	8
24	6
25	9
26	11
27	10
28	9
29	8
30	7
31	6
32	4
33	3
34	1
35	2
36	1
37	0
38	0
39	0
40	1
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
Total	100

Traffic Section, Engineering Division
City of Tracy

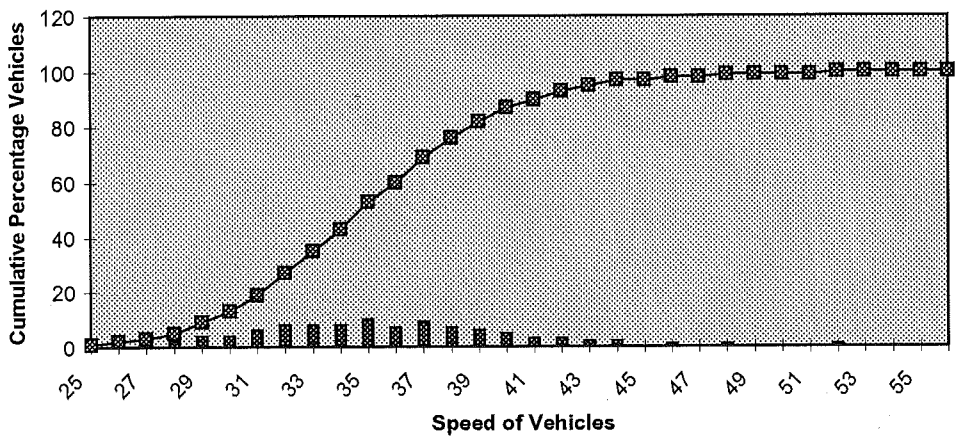
VEHICLE SPEED SURVEY REPORT

Location:	Fourth St.(Tracy Blvd.-Central Avenue)		
Date:	8/16/2010	Recorder:	Dennis
Begin Time:	1:55 PM	Direction:	EB/WB
End Time:	2:50 PM	Land use:	Residential
Day:	Monday	Type:	Collector
Weather:	Clear & Sunny	Posted Limit:	35 mph

SUMMARY STATISTICS

Total observed:	100 Veh.
Speed range:	24-52
50th Percentile Speed:	34.7 mph
85th Percentile Speed:	39.6 mph
10 mph pace speed:	31-40 mph
Average Speed:	35.51

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 4; Intersection 2, Other 2; (Speed Related 0)
Period:	1/1/2007 - 12/31/2009
Street	Two lanes without median island
Volume (if known)	n/a
Parking Conditions:	On street parking is permitted on the southside only
Other Considerations	Near RR Tracks

RECOMMENDATIONS

Recommended speed limit = 35 mph

TRACY

SPEED DATA

Speed	Number
24	1
25	0
26	1
27	1
28	2
29	4
30	4
31	6
32	8
33	8
34	8
35	10
36	7
37	9
38	7
39	6
40	5
41	3
42	3
43	2
44	2
45	0
46	1
47	0
48	1
49	0
50	0
51	0
52	1
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
Total	100

Traffic Section, Engineering Division
City of Tracy

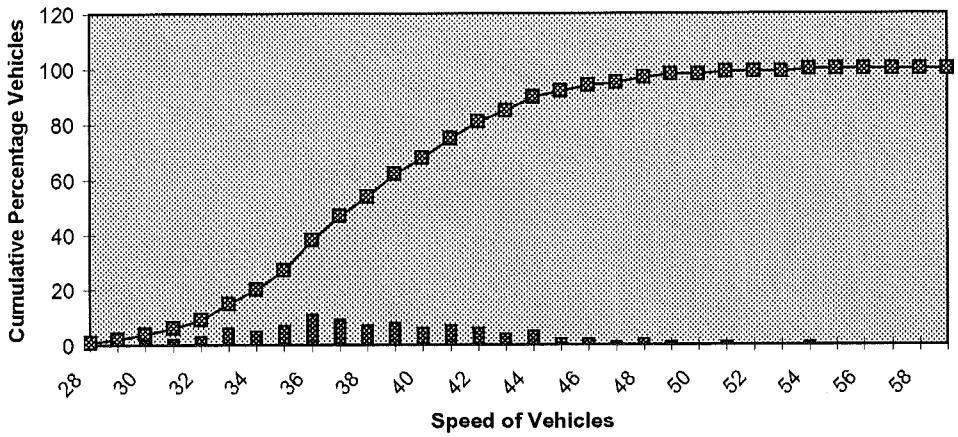
VEHICLE SPEED SURVEY REPORT

Location:	Grantline Road (West City Limits - I-205)		
Date:	7/20/2010	Recorder:	Dennis
Begin Time:	10:20 AM	Direction:	EB/WB
End Time:	10:45 AM	Land use:	Commercial
Day:	Tuesday	Type:	Arterial
Weather:	Clear & Sunny	Posted Limit:	40 mph

SUMMARY STATISTICS

Total observed:	100 Veh.
Speed range:	27-54 mph
50th Percentile Speed:	37.4 mph
85th Percentile Speed:	43 mph
10 mph pace speed:	33-42 mph
Average Speed:	38.44

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 41; Intersection 20, Other 21; (Speed Related 10)
Period:	1/1/2007 - 12/31/2009
Street	Six lane roadway with a median island becomes a two lane rural roa
Volume (if known)	n/a
Parking Conditions:	On street parking is not permitted
Other Considerations	Bike Lane, Commercial Driveway, I-205

RECOMMENDATIONS

Recommended speed limit = 40 mph

TRACY

SPEED DATA

Speed	Number
27	1
28	0
29	1
30	2
31	2
32	3
33	6
34	5
35	7
36	11
37	9
38	7
39	8
40	6
41	7
42	6
43	4
44	5
45	2
46	2
47	1
48	2
49	1
50	0
51	1
52	0
53	0
54	1
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	0
71	0
72	0
Total	100

Traffic Section, Engineering Division
City of Tracy

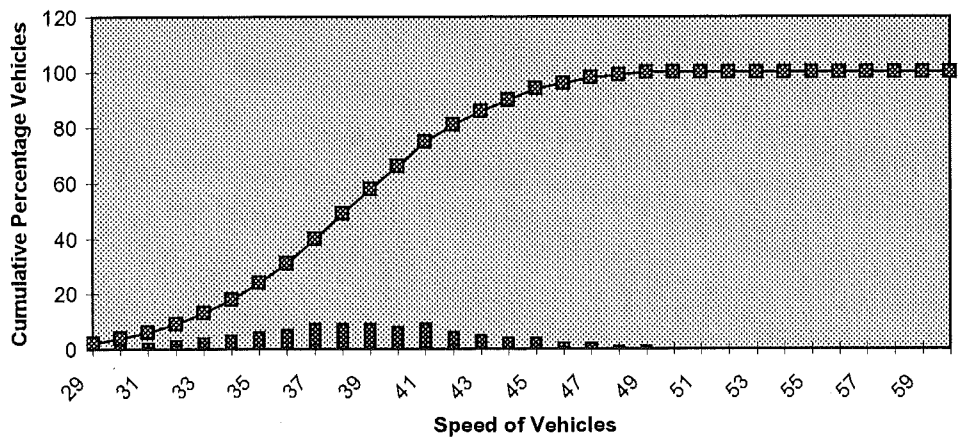
VEHICLE SPEED SURVEY REPORT

Location:	Grantline Road (I-205-Corral Hollow Road)		
Date:	8/18/2010	Recorder:	Dennis
Begin Time:	10:50 AM	Direction:	EB/WB
End Time:	11:20 AM	Land use:	Commercial
Day:	Wednesday	Type:	Arterial
Weather:	Clear & Sunny	Posted Limit:	40 mph

SUMMARY STATISTICS

Total observed:	100 Veh.
Speed range:	28-49mph
50th Percentile Speed:	38.1 mph
85th Percentile Speed:	42.8 mph
10 mph pace speed:	34-43 mph
Average Speed:	38.60

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 38; Intersection 15, Other 23; (Speed Related 21)
Period:	1/1/2007 - 12/31/2009
Street	Six lane roadway with a median island.
Volume (if known)	n/a
Parking Conditions:	On street parking is not permitted
Other Considerations	Bike Lane, Commercial Driveway, I-205

RECOMMENDATIONS

Recommended speed limit = 40 mph

TRACY

SPEED DATA

Speed	Number
28	1
29	1
30	2
31	2
32	3
33	4
34	5
35	6
36	7
37	9
38	9
39	9
40	8
41	9
42	6
43	5
44	4
45	4
46	2
47	2
48	1
49	1
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	0
71	0
72	0
73	0
Total	100

Traffic Section, Engineering Division
City of Tracy

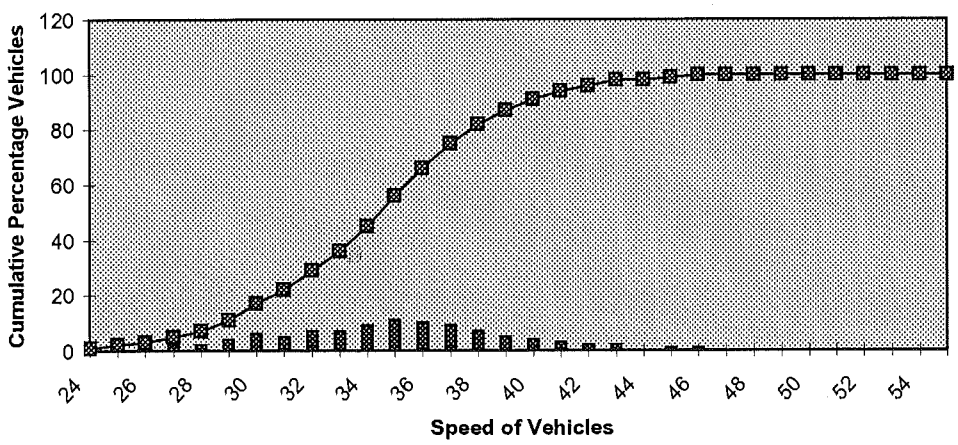
VEHICLE SPEED SURVEY REPORT

Location:	Henley Pkwy (Lowell Ave.-Bridle Creek Dr.)		
Date:	8/20/2010	Recorder:	Dennis
Begin Time:	10:45 AM	Direction:	NB/SB
End Time:	11:25 AM	Land use:	Residential
Day:	Friday	Type:	Collector
Weather:	Clear & Sunny	Posted Limit:	35 mph

SUMMARY STATISTICS

Total observed:	100 Veh.
Speed range:	23-46 mph
50th Percentile Speed:	34.5 mph
85th Percentile Speed:	38.6 mph
10 mph pace speed:	30-39mph
Average Speed:	34.79

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 1; Intersection 1, Other 0; (Speed Related 0)
Period:	1/1/2007 - 12/31//2009
Street	Two lane street without a median island
Volume (if known)	n/a
Parking Conditions:	On street parking is prohibited
Other Considerations	horizontal curve in roadway

RECOMMENDATIONS

Recommended speed limit = 35 mph

TRACY

SPEED DATA

Speed	Number
23	1
24	0
25	1
26	1
27	2
28	2
29	4
30	6
31	5
32	7
33	7
34	9
35	11
36	10
37	9
38	7
39	5
40	4
41	3
42	2
43	2
44	0
45	1
46	1
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
Total	100

Traffic Section, Engineering Division
City of Tracy

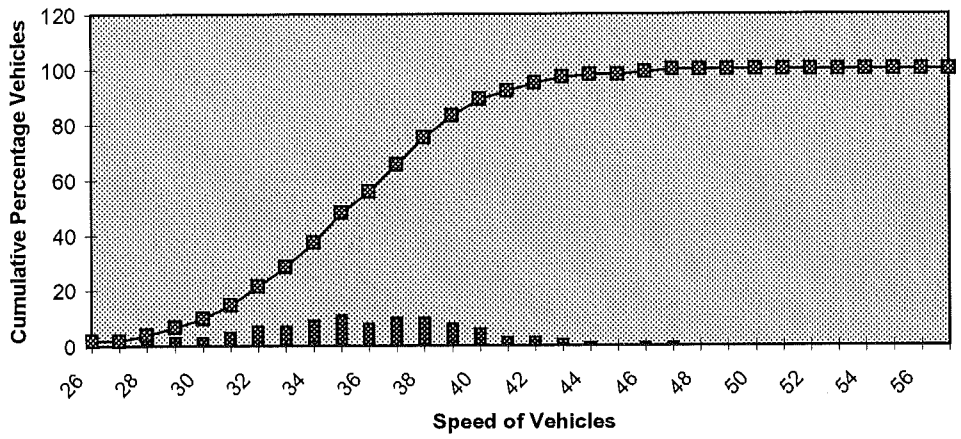
VEHICLE SPEED SURVEY REPORT

Location:	Joe Pombo Pkwy (Grant Line Rd-Bridle Creek Dr.)		
Date:	8/16/2010	Recorder:	Dennis
Begin Time:	1:10 PM	Direction:	NB/SB
End Time:	1:40 PM	Land use:	Residential
Day:	Monday	Type:	Collector
Weather:	Clear & Sunny	Posted Limit:	35 mph

SUMMARY STATISTICS

Total observed:	102 Veh.
Speed range:	25-47 mph
50th Percentile Speed:	35.3 mph
85th Percentile Speed:	39.3 mph
10 mph pace speed:	31-40 mph
Average Speed:	35.75

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 3; Intersection 1, Other 2; (Speed Related 1)
Period:	1/1/2007 - 12/31//2009
Street	Two lane street without a median island
Volume (if known)	n/a
Parking Conditions:	On street parking is prohibited
Other Considerations	horizontal curve in roadway

RECOMMENDATIONS

Recommended speed limit = 35 mph

TRACY

SPEED DATA

Speed	Number
25	1
26	1
27	0
28	2
29	3
30	3
31	5
32	7
33	7
34	9
35	11
36	8
37	10
38	10
39	8
40	6
41	3
42	3
43	2
44	1
45	0
46	1
47	1
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	0
Total	102

Traffic Section, Engineering Division
City of Tracy

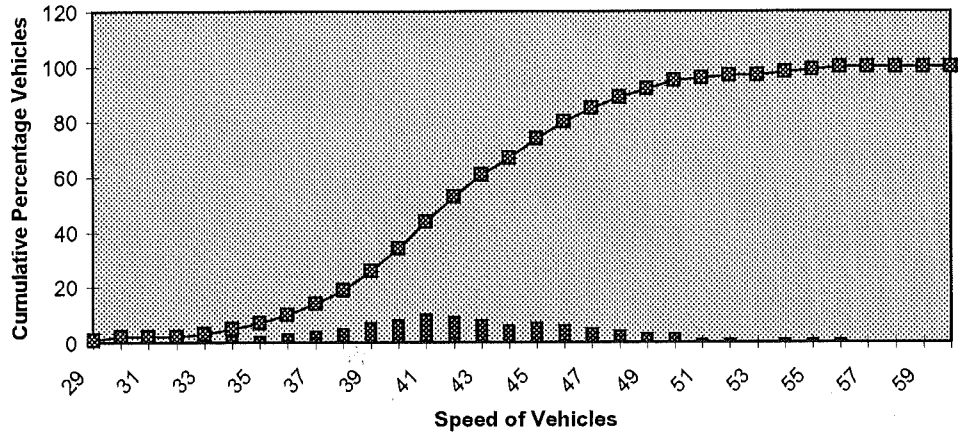
VEHICLE SPEED SURVEY REPORT

Location:	Lammers Road (11th St.-Byron Road)		
Date:	8/17/2010	Recorder:	Dennis
Begin Time:	1:20 PM	Direction:	NB/SB
End Time:	1:55 PM	Land use:	Residential
Day:	Tuesday	Type:	Arterial
Weather:	Clear & Sunny	Posted Limit:	40 mph

SUMMARY STATISTICS

Total observed:	100 Veh
Speed range:	28-56 mph
50th Percentile Speed:	41.7 mph
85th Percentile Speed:	47 mph
10 mph pace speed:	38-47 mph
Average Speed:	42.47

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 2; Intersection 1, Other 1; (Speed Related 0)
Period:	1/1/2007 - 12/31/2009
Street	Two lane arterial without a median island
Volume (if known)	n/a
Parking Conditions:	On street parking is prohibited. Is a segment of class II Bike lane
Other Considerations	Curve in the roadway, residential driveways

RECOMMENDATIONS

Recommended speed limit = 40 mph

TRACY

SPEED DATA

Speed	Number
28	1
29	0
30	1
31	0
32	0
33	1
34	2
35	2
36	3
37	4
38	5
39	7
40	8
41	10
42	9
43	8
44	6
45	7
46	6
47	5
48	4
49	3
50	3
51	1
52	1
53	0
54	1
55	1
56	1
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	0
71	0
72	0
73	0
Total	100

Traffic Section, Engineering Division
City of Tracy

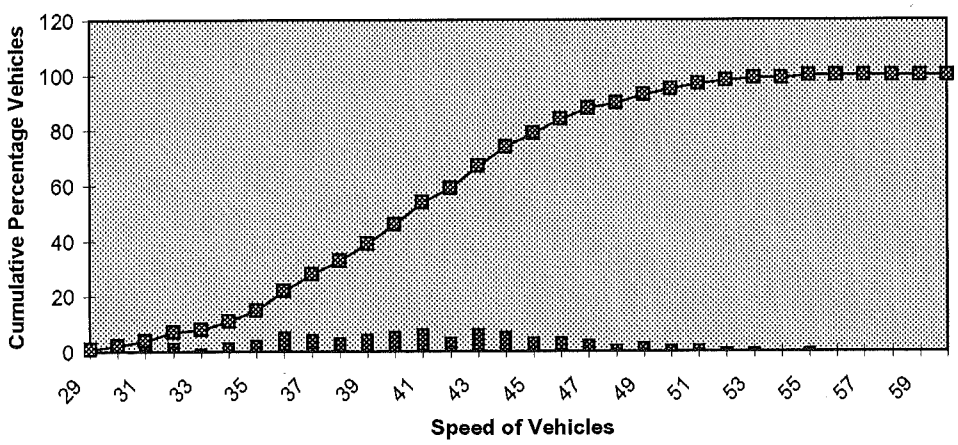
VEHICLE SPEED SURVEY REPORT

Location:	Lammers Road (Eleventh St.-Jaguar Run)		
Date:	9/15/2010	Recorder:	Dennis
Begin Time:	1:40 PM	Direction:	NB/SB
End Time:	2:10 PM	Land use:	Rural
Day:	Wednesday	Type:	Arterial
Weather:	Clear & Sunny	Posted Limit:	35 mph

SUMMARY STATISTICS

Total observed:	100 Veh
Speed range:	28-55 mph
50th Percentile Speed:	40.5 mph
85th Percentile Speed:	46.3 mph
10 mph pace speed:	36-45 mph
Average Speed:	41.07

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 3; Intersection 0, Other 3; (Speed Related 0)
Period:	1/1/2007 - 12/31/2009
Street	Two lane arterial without a median island
Volume (if known)	n/a
Parking Conditions:	On street parking is prohibited. No Bike lane
Other Considerations	Curve in the roadway, High School frontage

RECOMMENDATIONS

Recommended speed limit = 40 mph

TRACY

SPEED DATA

Speed	Number
28	1
29	0
30	1
31	2
32	3
33	1
34	3
35	4
36	7
37	6
38	5
39	6
40	7
41	8
42	5
43	8
44	7
45	5
46	5
47	4
48	2
49	3
50	2
51	2
52	1
53	1
54	0
55	1
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	0
71	0
72	0
73	0
Total	100

Traffic Section, Engineering Division
City of Tracy

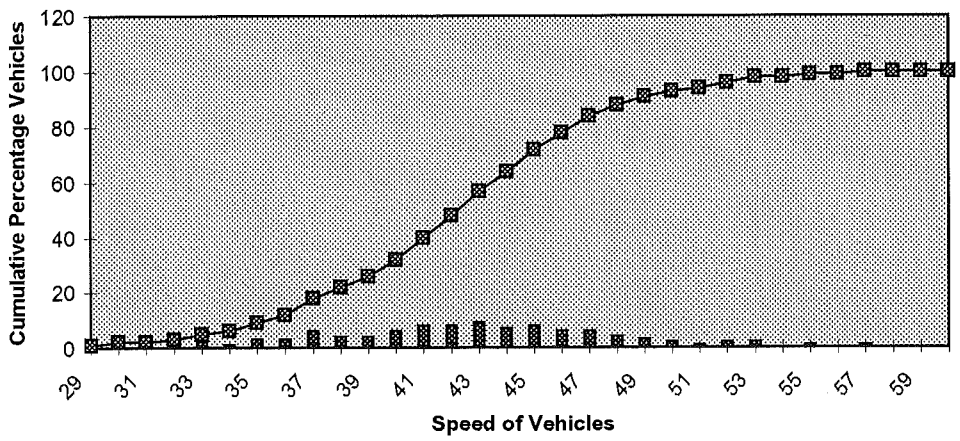
VEHICLE SPEED SURVEY REPORT

Location:	Lammers Road (Jaquar Run-South City Limits)		
Date:	9/2/2010	Recorder:	Dennis
Begin Time:	9:15 AM	Direction:	NB/SB
End Time:	9:50 AM	Land use:	Rural
Day:	Thursday	Type:	Arterial
Weather:	Clear & Sunny	Posted Limit:	35 mph

SUMMARY STATISTICS

Total observed:	100 Veh
Speed range:	28-57 mph
50th Percentile Speed:	42.2 mph
85th Percentile Speed:	47.2 mph
10 mph pace speed:	37-46 mph
Average Speed:	42.62

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 3; Intersection 1, Other 2; (Speed Related 0)
Period:	1/1/2007 - 12/31/2009
Street	Two lane arterial with a median island in a portion
Volume (if known)	n/a
Parking Conditions:	On street parking is prohibited. No Bike lane
Other Considerations	Curve in the roadway, High School frontage

RECOMMENDATIONS

Recommended speed limit = 40 mph

TRACY

SPEED DATA

Speed	Number
28	1
29	0
30	1
31	0
32	1
33	2
34	1
35	3
36	3
37	6
38	4
39	4
40	6
41	8
42	8
43	9
44	7
45	8
46	6
47	6
48	4
49	3
50	2
51	1
52	2
53	2
54	0
55	1
56	0
57	1
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	0
71	0
72	0
73	0
Total	100

Traffic Section, Engineering Division
City of Tracy

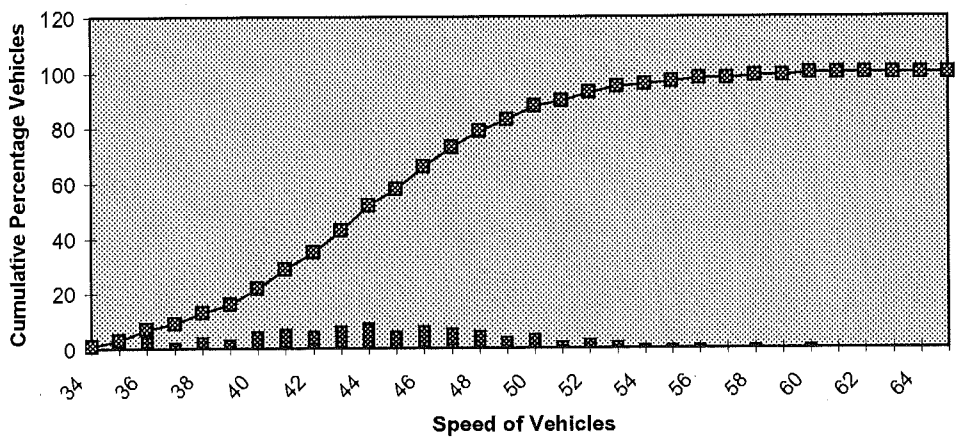
VEHICLE SPEED SURVEY REPORT

Location:	Lammers Road (City Limits at Redbridge-Schulte Rd.)		
Date:	9/27/2010	Recorder:	Dennis
Begin Time:	10:20 AM	Direction:	NB/SB
End Time:	11:00 AM	Land use:	Rural
Day:	Monday	Type:	Arterial
Weather:	Clear & Sunny	Posted Limit:	none

SUMMARY STATISTICS

Total observed:	100 Veh
Speed range:	33-60 mph
50th Percentile Speed:	43.8 mph
85th Percentile Speed:	49.4 mph
10 mph pace speed:	40-49 mph
Average Speed:	44.57

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 1; Intersection 1, Other 0; (Speed Related 1)
Period:	1/1/2007 - 12/31/2009
Street	Two lane arterial
Volume (if known)	n/a
Parking Conditions:	On street parking is prohibited. No Bike lane
Other Considerations	

RECOMMENDATIONS

Recommended speed limit = 45 mph

TRACY

SPEED DATA

Speed	Number
33	1
34	0
35	2
36	4
37	2
38	4
39	3
40	6
41	7
42	6
43	8
44	9
45	6
46	8
47	7
48	6
49	4
50	5
51	2
52	3
53	2
54	1
55	1
56	1
57	0
58	1
59	0
60	1
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	0
71	0
72	0
73	0
74	0
75	0
76	0
77	0
78	0
Total	100

Traffic Section, Engineering Division
City of Tracy

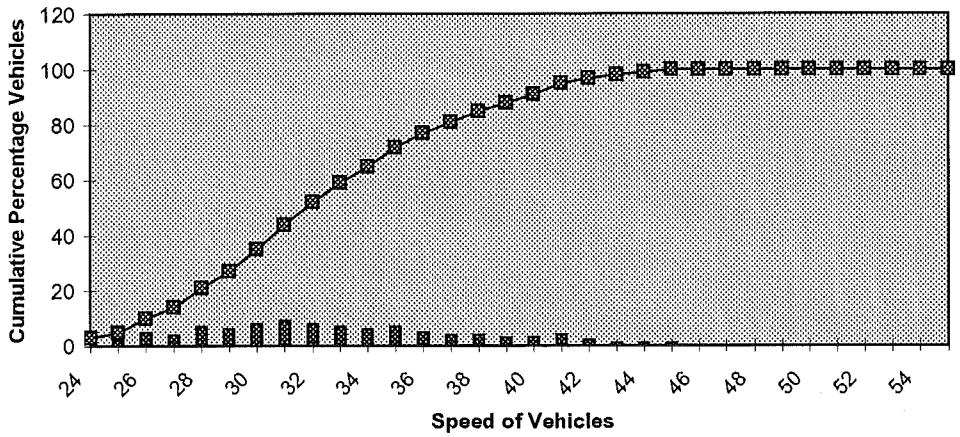
VEHICLE SPEED SURVEY REPORT

Location:	Larch Road (Tracy Blvd-Holly Drive)		
Date:	10/7/2010	Recorder:	Dennis
Begin Time:	9:50 AM	Direction:	EB/WB
End Time:	10:25 AM	Land use:	Commercial
Day:	Thursday	Type:	Collector
Weather:	Clear & Sunny	Posted Limit:	35 mph

SUMMARY STATISTICS

Total observed:	100 Veh.
Speed range:	23-45 mph
50th Percentile Speed:	31.8 mph
85th Percentile Speed:	38
10 mph pace speed:	28-37 mph
Average Speed:	32.81

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 4; Intersection 1, Other 3; (Speed Related 0)
Period:	1/1/2007 - 12/31/2009
Street	Two lane street without median island
Volume (if known)	n/a
Parking Conditions:	Parking is prohibited on the South side of the roadway
Other Considerations	No curb and sidewalk in portions of the section, truck route

RECOMMENDATIONS

Recommended speed limit = 35 mph

SPEED DATA

Speed	Number
23	1
24	2
25	2
26	5
27	4
28	7
29	6
30	8
31	9
32	8
33	7
34	6
35	7
36	5
37	4
38	4
39	3
40	3
41	4
42	2
43	1
44	1
45	1
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
Total	100

Traffic Section, Engineering Division
City of Tracy

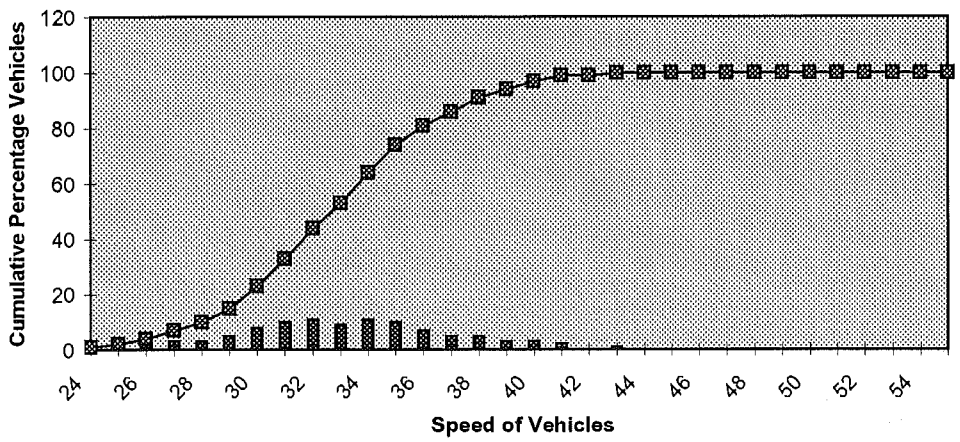
VEHICLE SPEED SURVEY REPORT

Location:	Lowell Avenue (Lincoln Blvd.-Tracy Blvd.)		
Date:	6/21/2010	Recorder:	Dennis
Begin Time:	2:00pm	Direction:	EB/WB
End Time:	2:35 PM	Land use:	Residential
Day:	Monday	Type:	Arterial
Weather:	Clear & Sunny	Posted Limit:	30 mph

SUMMARY STATISTICS

Total observed:	100 Veh.
Speed range:	23-43 mph
50th Percentile Speed:	32.7 mph
85th Percentile Speed:	36.8 mph
10 mph pace speed:	29-38 mph
Average Speed:	33.22

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 8; Intersection 4, Other 4; (Speed Related 0)
Period:	1/1/2007 - 12/31/2009
Street	Four lane roadway without median island
Volume (if known)	n/a
Parking Conditions:	On street parking permitted for a majority of the section
Other Considerations	Monte Vista School and Dr. Powers Park are along this segment

RECOMMENDATIONS

Recommended speed limit = 30 mph

SPEED DATA

Speed	Number
23	1
24	0
25	1
26	2
27	3
28	3
29	5
30	8
31	10
32	11
33	9
34	11
35	10
36	7
37	5
38	5
39	3
40	3
41	2
42	0
43	1
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
Total	100

Traffic Section, Engineering Division
City of Tracy

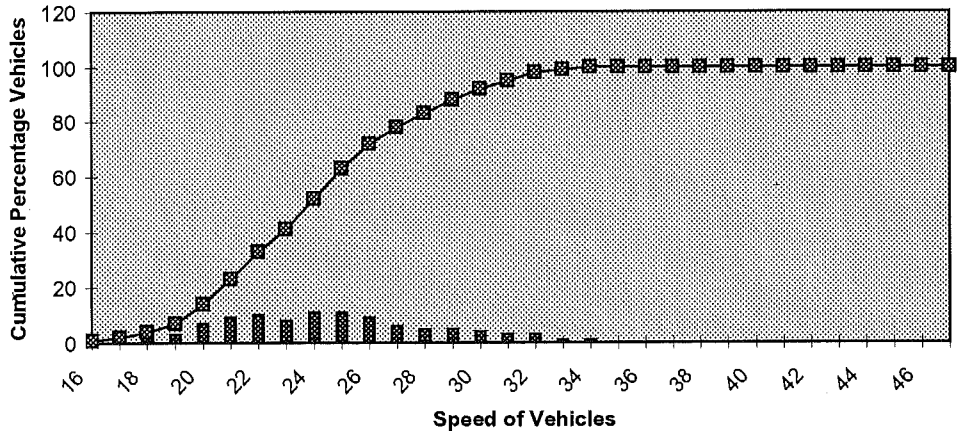
VEHICLE SPEED SURVEY REPORT

Location:	Lowell Avenue (Tracy Blvd.-East Street)		
Date:	6/22/2010	Recorder:	Dennis
Begin Time:	1:40 PM	Direction:	EB/WB
End Time:	2:50 PM	Land use:	Residential
Day:	Tuesday	Type:	Collector
Weather:	Clear & Sunny	Posted Limit:	25 mph

SUMMARY STATISTICS

Total observed:	100 Veh.
Speed range:	15-34 mph
50th Percentile Speed:	23.8 mph
85th Percentile Speed:	28.4 mph
10 mph pace speed:	20-29 mph
Average Speed:	24.54

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 15; Intersection 9, Other 6; (Speed Related 1)
Period:	1/1/2007 - 12/31/2009
Street	Two lane street without a median island
Volume (if known)	n/a
Parking Conditions:	On street parking is permitted
Other Considerations	Residential area

RECOMMENDATIONS

Recommended speed limit = 25 mph

SPEED DATA

Speed	Number
15	1
16	0
17	1
18	2
19	3
20	7
21	9
22	10
23	8
24	11
25	11
26	9
27	6
28	5
29	5
30	4
31	3
32	3
33	1
34	1
35	0
36	0
37	0
38	0
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
Total	100

Traffic Section, Engineering Division
City of Tracy

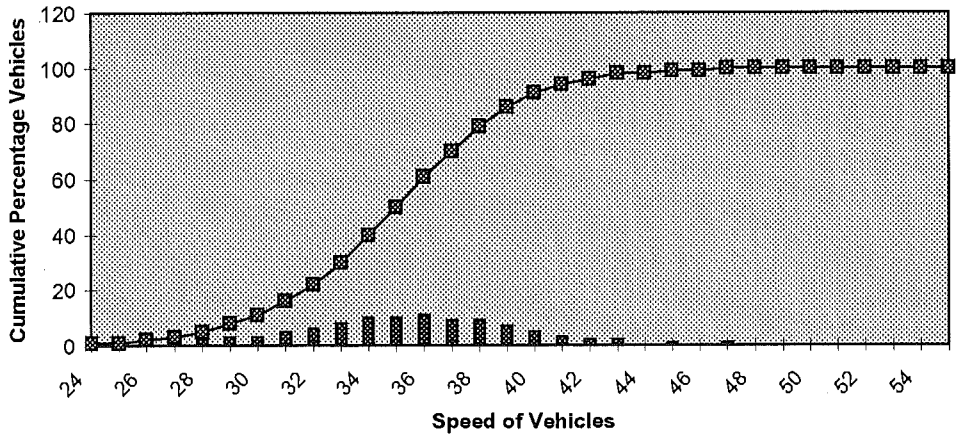
VEHICLE SPEED SURVEY REPORT

Location:	Middlefield Drive (Corral Hollow Road-Whispering Wind)		
Date:	8/18/2010	Recorder:	Dennis
Begin Time:	1:40 PM	Direction:	EB/WB
End Time:	2:55 PM	Land use:	Residential
Day:	Wednesday	Type:	Collector
Weather:	Clear & Sunny	Posted Limit:	35 mph

SUMMARY STATISTICS

Total observed:	100 Veh.
Speed range:	23-47 mph
50th Percentile Speed:	35 mph
85th Percentile Speed:	38.9 mph
10 mph pace speed:	31-40 mph
Average Speed:	35.39

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 0; Intersection 0, Other 0; (Speed Related 0)
Period:	1/1/2007 - 12/31/2009
Street	2 lane major residential collector to subdivision
Volume (if known)	
Parking Conditions:	No Parking allowed
Other Considerations	Bike Lane.

RECOMMENDATIONS

Recommended speed limit = 35 mph

TRACY

SPEED DATA

Speed	Number
23	1
24	0
25	0
26	1
27	1
28	2
29	3
30	3
31	5
32	6
33	8
34	10
35	10
36	11
37	9
38	9
39	7
40	5
41	3
42	2
43	2
44	0
45	1
46	0
47	1
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
Total	100

Traffic Section, Engineering Division
City of Tracy

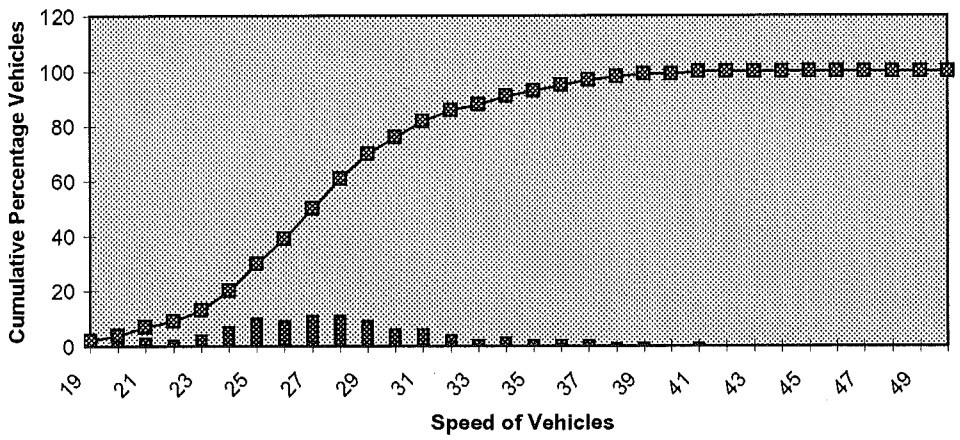
VEHICLE SPEED SURVEY REPORT

Location:	Middlefield Drive (Whispering Wind-Peony Drive)		
Date:	8/26/2010	Recorder:	Dennis
Begin Time:	1:20 PM	Direction:	NB/SB
End Time:	2:50 PM	Land use:	Residential
Day:	Thursday	Type:	Collector
Weather:	Clear & Sunny	Posted Limit:	25 mph

SUMMARY STATISTICS

Total observed:	100 Veh.
Speed range:	18-41 mph
50th Percentile Speed:	27 mph
85th Percentile Speed:	31.8 mph
10 mph pace speed:	23-32 mph
Average Speed:	27.90

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 1; Intersection 1, Other 0; (Speed Related 0)
Period:	1/1/2007 - 12/31/2009
Street	Residential collector two lane
Volume (if known)	
Parking Conditions:	No parking restricitons
Other Considerations	Residentaial driveways and curve in the roadway

RECOMMENDATIONS

Recommended Speed Limit 25 mph

SPEED DATA

Speed	Number
18	1
19	1
20	2
21	3
22	2
23	4
24	7
25	10
26	9
27	11
28	11
29	9
30	6
31	6
32	4
33	2
34	3
35	2
36	2
37	2
38	1
39	1
40	0
41	1
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
Total	100

Traffic Section, Engineering Division
City of Tracy

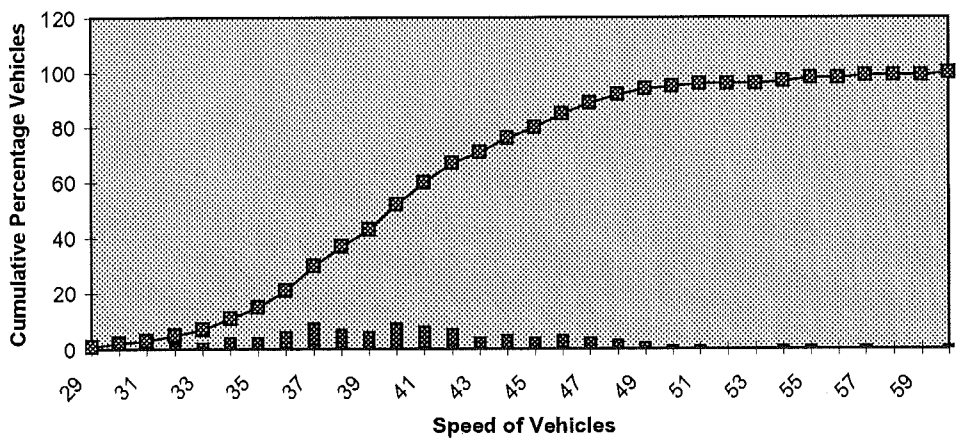
VEHICLE SPEED SURVEY REPORT

Location:	Paradise Rd. (Grant Line Rd. - Pescadero Ave)		
Date:	9/1/2010	Recorder:	Dennis
Begin Time:	9:10 AM	Direction:	NB/SB
End Time:	11:20 AM	Land use:	Industrial/Agg
Day:	Wednesday	Type:	Collector
Weather:	Clear & Sunny	Posted Limit:	40 mph

SUMMARY STATISTICS

Total observed:	100 Veh
Speed range:	28-60 mph
50th Percentile Speed:	39.8 mph
85th Percentile Speed:	46 mph
10 mph pace speed:	36-45 mph
Average Speed:	40.85

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 0; Intersection 0, Other 0; (Speed Related 0)
Period:	1/1/2007 - 12/31/2009
Street	Two lane street with striped median island
Volume (if known)	n/a
Parking Conditions:	No parking allowed in most part of this segment
Other Considerations	Industrial lots, aggriculture land, no major intersections inbetween

RECOMMENDATIONS

Recommended speed limit = 40 mph

TRACY

SPEED DATA

Speed	Number
28	1
29	0
30	1
31	1
32	2
33	2
34	4
35	4
36	6
37	9
38	7
39	6
40	9
41	8
42	7
43	4
44	5
45	4
46	5
47	4
48	3
49	2
50	1
51	1
52	0
53	0
54	1
55	1
56	0
57	1
58	0
59	0
60	1
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	0
71	0
72	0
73	0
Total	100

Traffic Section, Engineering Division
City of Tracy

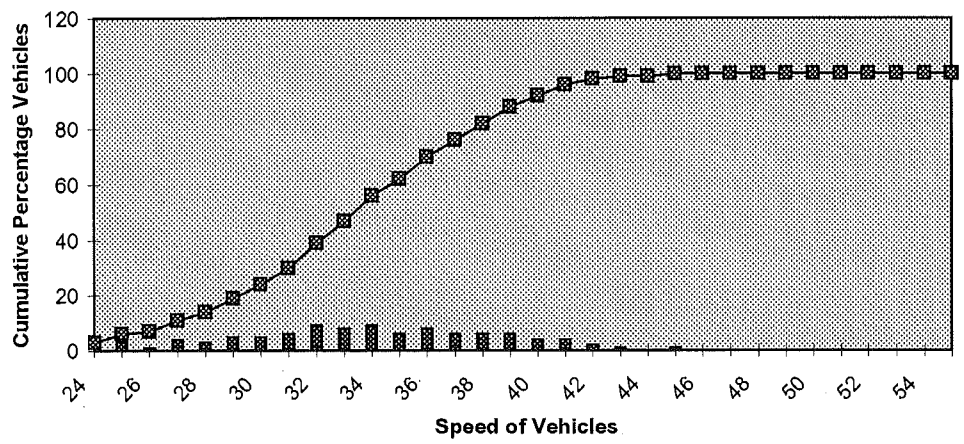
VEHICLE SPEED SURVEY REPORT

Location:	Pescadero Ave (Mac Arthur Dr - 0.5 Mile East)		
Date:	10/7/2010	Recorder:	DM
Begin Time:	10:35 AM	Direction:	EB/WB
End Time:	11:20 AM	Land use:	Industrial/Comm
Day:	Thursday	Type:	Collector
Weather:	Clear & Sunny	Posted Limit:	35 mph

SUMMARY STATISTICS

Total observed:	100 Veh
Speed range:	25-45 mph
50th Percentile Speed:	33.3 mph
85th Percentile Speed:	38.5 mph
10 mph pace speed:	29-38 mph
Average Speed:	33.81

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 2; Intersection 0, Other 2; (Speed Related 0)
Period:	1/1/2007 - 12/31/2009
Street	Four lane street with median island and bike lane
Volume (if known)	n/a
Parking Conditions:	No Parking Allowed in the area
Other Considerations	

RECOMMENDATIONS

Recommended speed limit = 35 mph

SPEED DATA

Speed	Number
23	1
24	2
25	3
26	1
27	4
28	3
29	5
30	5
31	6
32	9
33	8
34	9
35	6
36	8
37	6
38	6
39	6
40	4
41	4
42	2
43	1
44	0
45	1
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
Total	100

Traffic Section, Engineering Division
City of Tracy

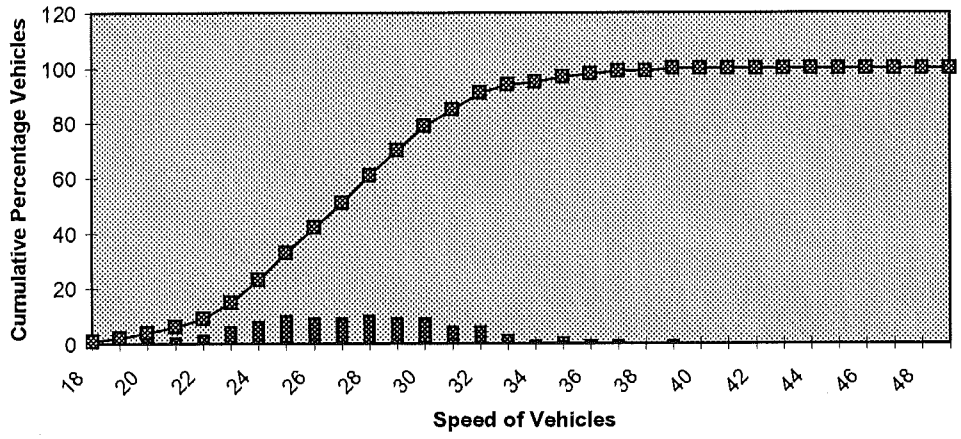
VEHICLE SPEED SURVEY REPORT

Location:	Portola Way (Holly Dr.-Entrada Way)		
Date:	8/17/2010	Recorder:	Dennis
Begin Time:	10:35 AM	Direction:	EB/WB
End Time:	11:40 AM	Land use:	Residential
Day:	Tuesday	Type:	Collector
Weather:	Clear & Sunny	Posted Limit:	25 mph

SUMMARY STATISTICS

Total observed:	100 Veh.
Speed range:	17-39 mph
50th Percentile Speed:	26.9 mph
85th Percentile Speed:	31 mph
10 mph pace speed:	23-32 mph
Average Speed:	27.45

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 2; Intersection 0, Other 2; (Speed Related 0)
Period:	1/1/2007 - 12/31/2009
Street	Two lane street without median island
Volume (if known)	n/a
Parking Conditions:	On street parking is permitted
Other Considerations	Residential area

RECOMMENDATIONS

Recommended speed limit = 25 mph

SPEED DATA

Speed	Number
17	1
18	0
19	1
20	2
21	2
22	3
23	6
24	8
25	10
26	9
27	9
28	10
29	9
30	9
31	6
32	6
33	3
34	1
35	2
36	1
37	1
38	0
39	1
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
Total	100

Traffic Section, Engineering Division
City of Tracy

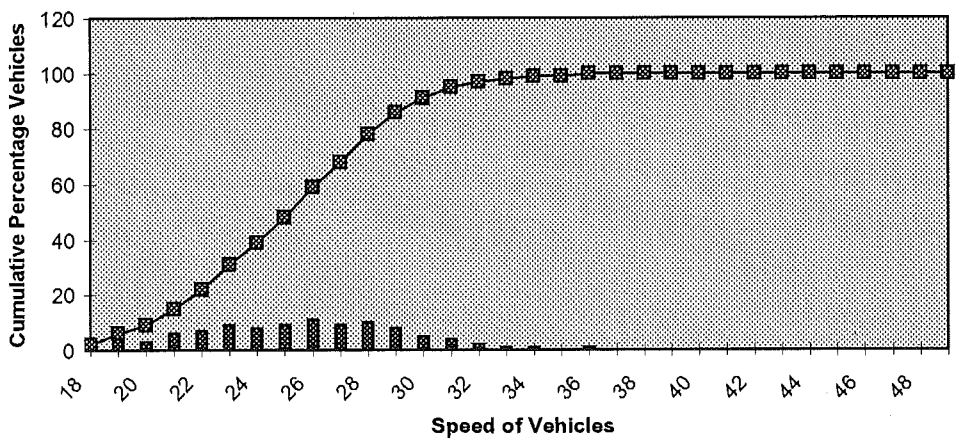
VEHICLE SPEED SURVEY REPORT

Location:	Richard Drive (Lincoln Blvd. - Eaton Ave)		
Date:	8/23/2010	Recorder:	Dennis
Begin Time:	1:15 PM	Direction:	NB/SB
End Time:	2:40 PM	Land use:	Residential
Day:	Monday	Type:	Collector
Weather:	Clear & Sunny	Posted Limit:	25 mph

SUMMARY STATISTICS

Total observed:	100 Veh
Speed range:	17-36 mph
50th Percentile Speed:	25.2 mph
85th Percentile Speed:	28.9 mph
10 mph pace speed:	21-30 mph
Average Speed:	25.57

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 0; Intersection 0, Other 0; (Speed Related 0)
Period:	1/1/2007 - 12/31/2009
Street	Two Lane residential collector
Volume (if known)	
Parking Conditions:	On street parking is permitted
Other Considerations	Residential Driveways,

RECOMMENDATIONS

Recommended speed limit = 25 mph

SPEED DATA

Speed	Number
17	1
18	1
19	4
20	3
21	6
22	7
23	9
24	8
25	9
26	11
27	9
28	10
29	8
30	5
31	4
32	2
33	1
34	1
35	0
36	1
37	0
38	0
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
Total	100

Traffic Section, Engineering Division
City of Tracy

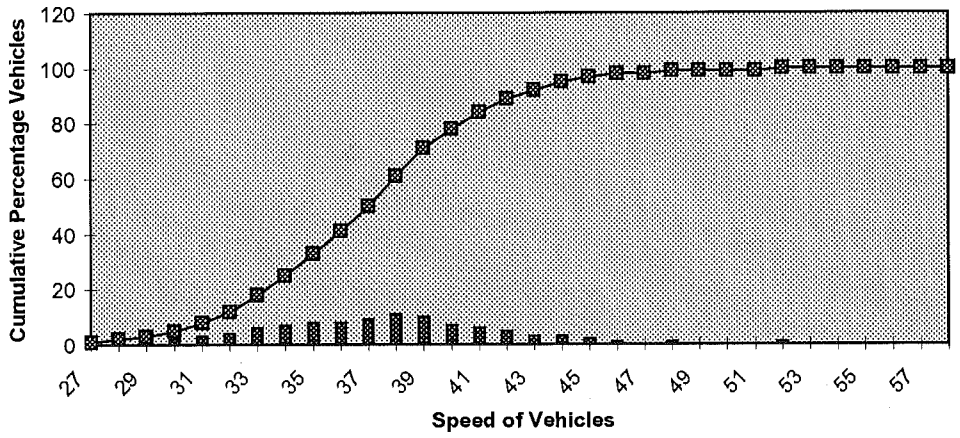
VEHICLE SPEED SURVEY REPORT

Location:	Schulte Road (Tracy Blvd.-Macarthur Drive)		
Date:	8/16/2010	Recorder:	Dennis
Begin Time:	11:25 AM	Direction:	EB/WB
End Time:	11:50 AM	Land use:	Residential
Day:	Monday	Type:	Aterial
Weather:	Clear & Sunny	Posted Limit:	35 mph

SUMMARY STATISTICS

Total observed:	100 Veh.
Speed range:	26-52 mph
50th Percentile Speed:	37 mph
85th Percentile Speed:	41.2 mph
10 mph pace speed:	33-42 mph
Average Speed:	37.42

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 15; Intersection 7, Other 8; (Speed Related 3)
Period:	1/1/2007 - 12/31/2009
Street	Four lane street without a median island
Volume (if known)	n/a
Parking Conditions:	On street parking is prohibited
Other Considerations	There is a portion of residential frontage

RECOMMENDATIONS

Recommended speed limit = 35 mph

SPEED DATA

Speed	Number
26	1
27	0
28	1
29	1
30	2
31	3
32	4
33	6
34	7
35	8
36	8
37	9
38	11
39	10
40	7
41	6
42	5
43	3
44	3
45	2
46	1
47	0
48	1
49	0
50	0
51	0
52	1
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	0
71	0
Total	100

Traffic Section, Engineering Division
City of Tracy

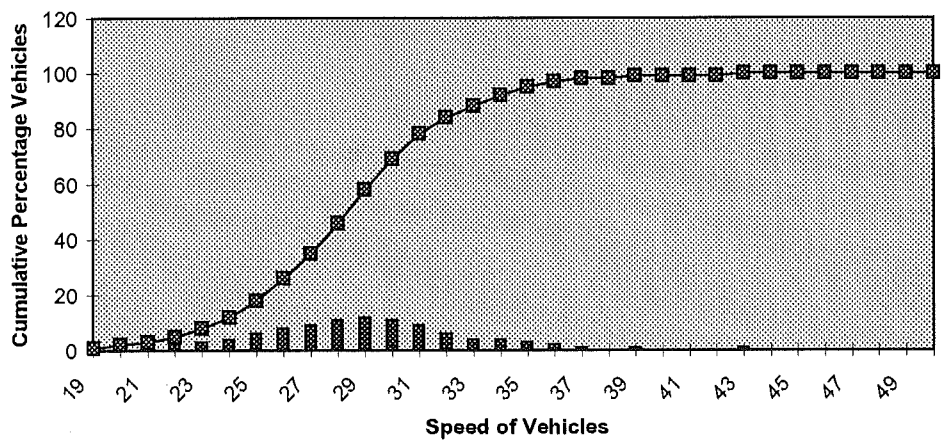
VEHICLE SPEED SURVEY REPORT

Location:	Sequoia Blvd (Alden Glen Dr. - Beechnut Ave.)		
Date:	8/19/2010	Recorder:	Dennis
Begin Time:	1:25 PM	Direction:	EB & WB
End Time:	2:35 PM	Land use:	Residential
Day:	Thursday	Type:	Collector
Weather:	Clear & Sunny	Posted Limit:	25 mph

SUMMARY STATISTICS

Total observed:	100 veh
Speed range:	18-43 mph
50th Percentile Speed:	28.3 mph
85th Percentile Speed:	32.2 mph
10 mph pace speed:	24-33 mph
Average Speed:	28.90

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 2; Intersection 1, Other 1; (Speed Related 0)
Period:	1/1/2007 - 12/31/2009
Street	2 Lane Residential
Volume (if known)	
Parking Conditions:	Parking is Allowed
Other Considerations	Class III Bike Lane

RECOMMENDATIONS

Recommended speed limit = 25 mph

SPEED DATA

Speed	Number
18	1
19	0
20	1
21	1
22	2
23	3
24	4
25	6
26	8
27	9
28	11
29	12
30	11
31	9
32	6
33	4
34	4
35	3
36	2
37	1
38	0
39	1
40	0
41	0
42	0
43	1
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
Total	100

Traffic Section, Engineering Division
City of Tracy

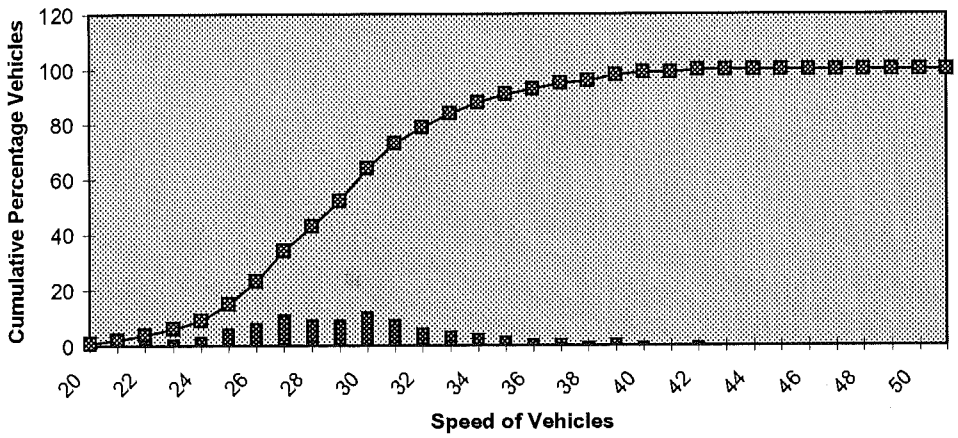
VEHICLE SPEED SURVEY REPORT

Location:	Sixth St. (Tracy Blvd.-Macarthur Dr.)		
Date:	8/24/2010	Recorder:	Dennis
Begin Time:	10:05 AM	Direction:	EB/WB
End Time:	11:00 AM	Land use:	Residential
Day:	Tuesday	Type:	Collector
Weather:	Clear & Sunny	Posted Limit:	30 mph

SUMMARY STATISTICS

Total observed:	100 Veh.
Speed range:	19-42 mph
50th Percentile Speed:	28.8 mph
85th Percentile Speed:	33.3 mph
10 mph pace speed:	25-34 mph
Average Speed:	29.51

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 15; Intersection 7, Other 8; (Speed Related 3)
Period:	1/1/2007 - 12/31/2009
Street	Two lane street without a median island
Volume (if known)	n/a
Parking Conditions:	Parking not allowed for commercial vehicles
Other Considerations	Class III Bike lane, portion of segment as truck route, curve

RECOMMENDATIONS

Recommended speed limit = 30 mph

TRACY

SPEED DATA

Speed	Number
19	1
20	0
21	1
22	2
23	2
24	3
25	6
26	8
27	11
28	9
29	9
30	12
31	9
32	6
33	5
34	4
35	3
36	2
37	2
38	1
39	2
40	1
41	0
42	1
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
Total	100

Traffic Section, Engineering Division
City of Tracy

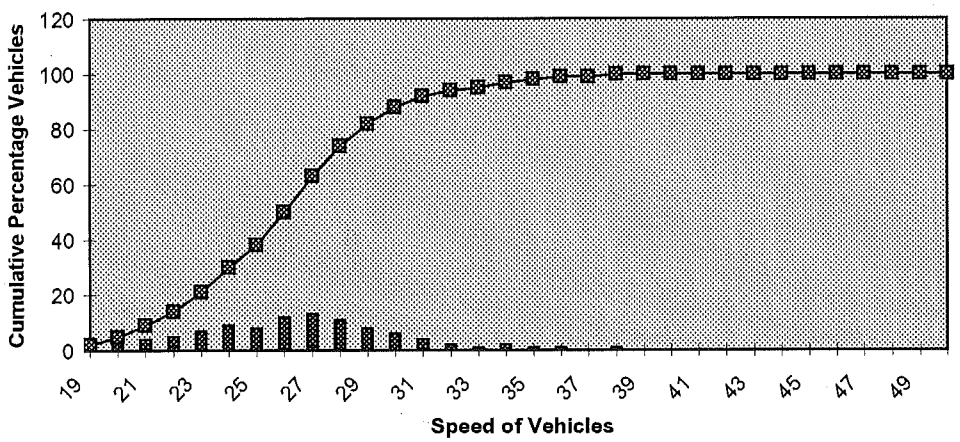
VEHICLE SPEED SURVEY REPORT

Location:	Tenth Street (Tracy Blvd.-East Street)		
Date:	8/24/2010	Recorder:	Dennis
Begin Time:	9:05 AM	Direction:	EB/WB
End Time:	9:55 AM	Land use:	Res/Comm
Day:	Tuesday	Type:	Collector
Weather:	Clear & Sunny	Posted Limit:	25 mph

SUMMARY STATISTICS

Total observed:	100 veh
Speed range:	18-38 mph
50th Percentile Speed:	26 mph
85th Percentile Speed:	29.5 mph
10 mph pace speed:	21-30 mph
Average Speed:	26.49

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 25; Intersection 14, Other 11; (Speed Related 0)
Period:	1/1/2007 - 12/31/2009
Street	Two lane street with no median island
Volume (if known)	n/a
Parking Conditions:	On street parking is permitted
Other Considerations	Segment includes Downtown business district

RECOMMENDATIONS

Recommended speed limit = 25 mph

TRACY

SPEED DATA

Speed	Number
18	1
19	1
20	3
21	4
22	5
23	7
24	9
25	8
26	12
27	13
28	11
29	8
30	6
31	4
32	2
33	1
34	2
35	1
36	1
37	0
38	1
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
Total	100

Traffic Section, Engineering Division
City of Tracy

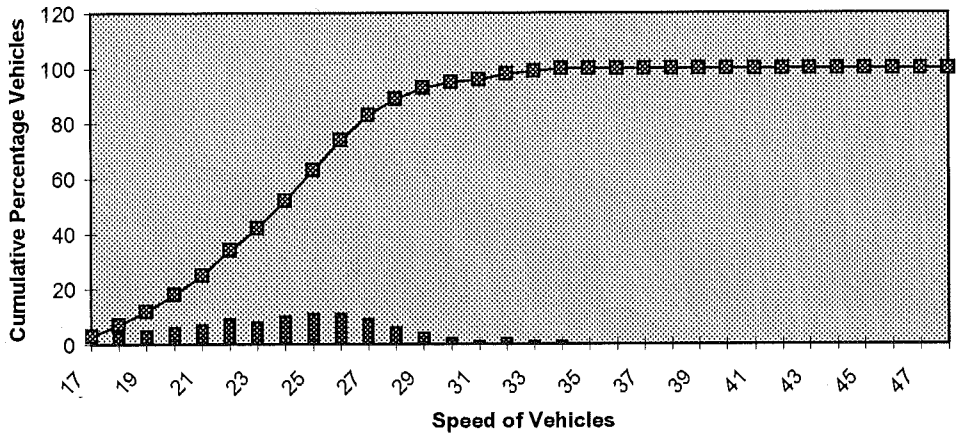
VEHICLE SPEED SURVEY REPORT

Location:	Tenth Street (Civic Center Dr.-MacArthur Dr.)		
Date:	9/14/2010	Recorder:	Dennis
Begin Time:	10:10 AM	Direction:	EB/WB
End Time:	11:35 AM	Land use:	Res/Comm
Day:	Tuesday	Type:	Collector
Weather:	Clear & Sunny	Posted Limit:	25 mph

SUMMARY STATISTICS

Total observed:	100 veh
Speed range:	16-34 mph
50th Percentile Speed:	23.8 mph
85th Percentile Speed:	27.3 mph
10 mph pace speed:	19-28 mph
Average Speed:	24.16

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 2; Intersection 0, Other 2; (Speed Related 0)
Period:	1/1/2007 - 12/31/2009
Street	Two lane street with no median island
Volume (if known)	n/a
Parking Conditions:	On street parking is permitted
Other Considerations	Segment includes Downtown business district

RECOMMENDATIONS

Recommended speed limit = 25 mph

TRACY

SPEED DATA

Speed	Number
16	1
17	2
18	4
19	5
20	6
21	7
22	9
23	8
24	10
25	11
26	11
27	9
28	6
29	4
30	2
31	1
32	2
33	1
34	1
35	0
36	0
37	0
38	0
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
Total	100

Traffic Section, Engineering Division
City of Tracy

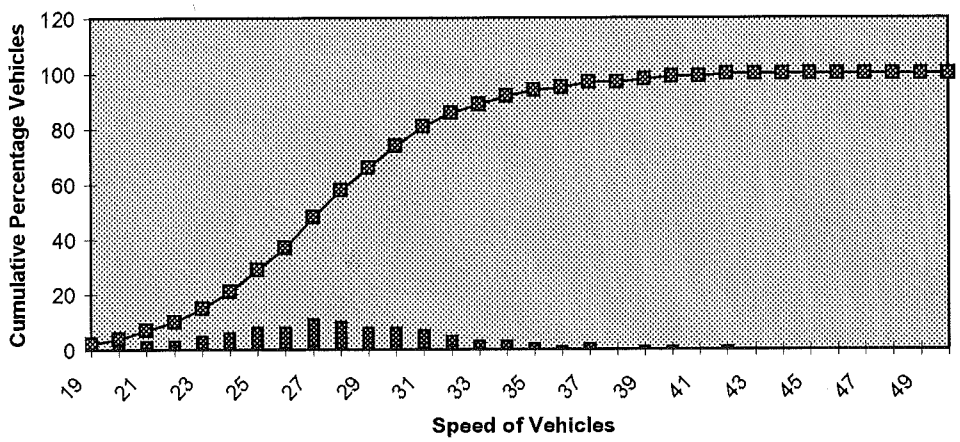
VEHICLE SPEED SURVEY REPORT

Location:	Third St. (Central Ave.-Mt. Diablo Ave.)		
Date:	8/17/2010	Recorder:	Dennis
Begin Time:	9:15 AM	Direction:	EB/WB
End Time:	10:25 AM	Land use:	Residential
Day:	Tuesday	Type:	Collector
Weather:	Clear & Sunny	Posted Limit:	25 mph

SUMMARY STATISTICS

Total observed:	100 Veh.
Speed range:	18-42 mph
50th Percentile Speed:	27.2 mph
85th Percentile Speed:	31.8 mph
10 mph pace speed:	23-32 mph
Average Speed:	28.01

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 2; Intersection 1, Other 1; (Speed Related 0)
Period:	1/1/2007 - 12/31/2009
Street	Two lane street without median island
Volume (if known)	n/a
Parking Conditions:	On street parking is permitted in the residential area only
Other Considerations	Class III Bike lane is present, Residential driveways, curve

RECOMMENDATIONS

Recommended speed limit = 25 mph

TRACY

SPEED DATA

Speed	Number
18	1
19	1
20	2
21	3
22	3
23	5
24	6
25	8
26	8
27	11
28	10
29	8
30	8
31	7
32	5
33	3
34	3
35	2
36	1
37	2
38	0
39	1
40	1
41	0
42	1
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
Total	100

Traffic Section, Engineering Division
City of Tracy

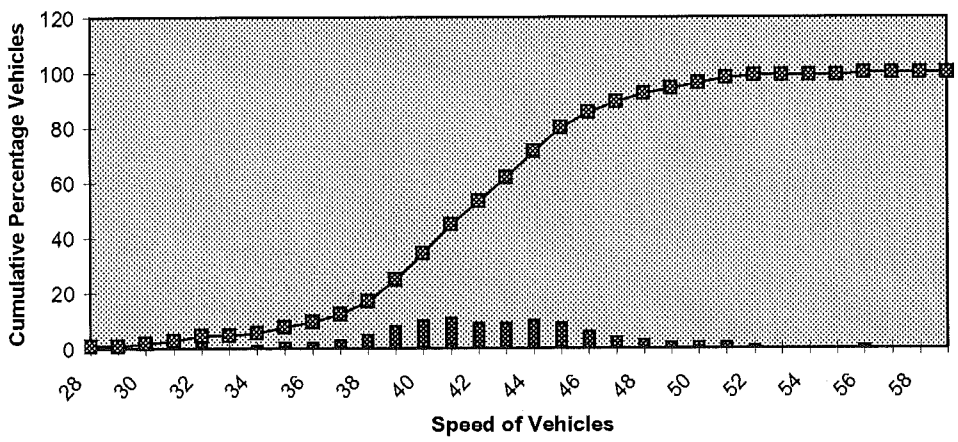
VEHICLE SPEED SURVEY REPORT

Location:	Valpico Rd. (Mac Arthur Dr.-Fairoaks Dr.)		
Date:	8/12/2010	Recorder:	Dennis
Begin Time:	2:30 PM	Direction:	EB/WB
End Time:	3:00 PM	Land use:	Residential
Day:	Thursday	Type:	Arterial
Weather:	Clear & Sunny	Posted Limit:	40 mph

SUMMARY STATISTICS

Total observed:	105 Veh.
Speed range:	27-56 mph
50th Percentile Speed:	41.6 mph
85th Percentile Speed:	46 mph
10 mph pace speed:	38-47 mph
Average Speed:	42.08

GRAPH OF CUMULATIVE %AGE VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents:	Total 3; Intersection 1, Other 2; (Speed Related 1)
Period:	1/1/2007 - 12/31/2009
Street	Two lane street without a median island
Volume (if known)	n/a
Parking Conditions:	Parking allowed along the residential frontage only
Other Considerations	Rresidential frontage and driveways

RECOMMENDATIONS

Recommended speed limit = 40 mph

TRACY

SPEED DATA

Speed	Number
27	1
28	0
29	0
30	1
31	1
32	2
33	0
34	1
35	2
36	2
37	3
38	5
39	8
40	10
41	11
42	9
43	9
44	10
45	9
46	6
47	4
48	3
49	2
50	2
51	2
52	1
53	0
54	0
55	0
56	1
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	0
71	0
72	0
Total	105

November 16, 2010

AGENDA ITEM 5

REQUEST

APPROVAL OF A TRAFFIC REPORT AND ALIGNMENT OF KAVANAGH AVENUE EXTENSION WEST OF CORRAL HOLLOW ROAD

EXECUTIVE SUMMARY

Extension of Kavanagh Avenue west of Corral Hollow Road is necessary for the orderly development of infill properties located west of Corral Hollow Road between Grant Line Road and I-205. The Kavanagh Avenue extension will provide safe access to these properties when fully developed for commercial zoning. The existing residential driveways from Corral Hollow Road to these properties (with small frontages and deep lots) will be eliminated and access will be provided from the Kavanagh Avenue extension. Approval of the Traffic Report and alignment of Kavanagh Avenue Avenue extension will facilitate development of the properties in this area.

DISCUSSION

Signalization of the Kavanagh Avenue and Corral Hollow Road intersection and extension of Kavanagh Avenue west of Corral Hollow Road are both approved Capital Improvement Projects (CIP) #72050 and #73097. Completion of these projects will provide safe access to the properties located west of Corral Hollow Road between Grant Line Road and I-205 when fully developed.

The properties located on the west side of Corral Hollow Road between Grant Line Road and I-205 are designated as Infill properties and are zoned commercial. These properties are located in the Community Development Agency boundaries. There are existing residential structures on some of these properties and the rest are undeveloped lots at this time. These properties generally have smaller frontage with deep lots and residential driveways.

Completion of construction of the above projects and completion of the widening of Corral Hollow Road between Grant Line Road and I-205 (presently under design) will provide new opportunities for development of these properties. However, existing residential driveways to these properties cannot be used from Corral Hollow Road due to traffic circulation and traffic congestion management issues.

In order to facilitate development of these properties and complete the extension of Kavanagh Avenue west of Corral Hollow Road, the City initiated a traffic study through TJKM consultants from Pleasanton. The traffic report evaluated various alternatives to reduce the number of existing residential driveways. These alternatives include frontage streets, shared driveways, and reciprocal easements.

The traffic report also evaluated the overall traffic circulation beyond these properties. The report recommends construction of a north south access road from the terminus of Kavanagh Avenue extension at the western end of these properties. This road will not only eliminate residential frontage driveways on Corral Hollow Road, but will also provide commercial access to these properties from the Kavanagh Avenue extension. Furthermore, the extension of Kavanagh Avenue and constructions of the new north south access road will eventually connect Kavanagh Avenue with Joe Pombo Parkway running east west fronting Kaiser Permanente and ultimately connecting with Grant Line Road to improve traffic circulation in this area. This can be accomplished at the time of development of property east of Kaiser Permanente.

The traffic report also establishes the alignment of the Kavanagh Avenue extension west of Corral Hollow Road and the north south connector road. This is essential to acquire rights-of-ways for this extension. Staff has conducted several group meetings with the property owners and has met individually with them as well to address their concerns. The property owners are supportive of the Kavanagh Avenue extension and the north south connector. The properties will be subject to Infill Development Impact fees at the time of their development.

The City will acquire rights-of-ways for the Kavanagh Avenue extension and the north south connector. Construction of the Kavanagh Avenue extension will be completed by the City after acquisition of the rights-of-ways in conjunction with construction of the signal at intersection of Kavanagh Avenue and Corral Hollow Road. Construction of the north south road will be completed if any residual funding is left over from these two projects or when additional fund is available.

STRATEGIC PLAN

This agenda item is consistent with the City Council's approved Economic Development Strategy and meets the goal of providing physical infrastructure and systems necessary for development.

FISCAL IMPACT

There is no impact to the General Fund. The project is funded from Proposition 1B and Measure K transportation sales tax.

RECOMMENDATION

That City Council approve the Traffic Report and alignment of the Kavanagh Avenue extension west of Corral Hollow Road.

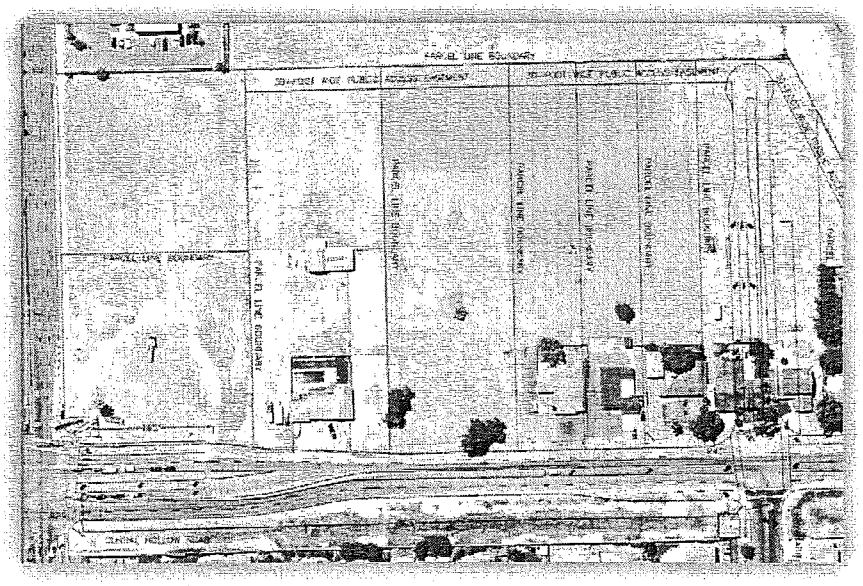
Prepared by: Kuldeep Sharma, City Engineer

Reviewed by: Andrew Malik, Development and Engineering Services Director

Approved by: Leon Churchill, Jr., City Manager

TJKM
Transportation
Consultants

Vision That Moves Your Community



Traffic Report and Alignment of Kavanagh Avenue Extension

In the City of Tracy

October 19, 2010

Pleasanton
Fresno
Sacramento
Santa Rosa

TJKM
www.tjkm.com

TJKM
Transportation
Consultants

Vision That Moves Your Community

Traffic Report and Alignment of Kavanagh Avenue Extension

In the City of Tracy

October 19, 2010

www.tjkm.com

Prepared by:
TJKM Transportation Consultants
3875 Hopyard Road
Suite 200
Pleasanton, CA 94588-8526
Tel: 925.463.0611
Fax: 925.463.3690

J:\JURISDICTION\T\Tracy\163-108 Kavanagh Ave Plan Line (CIP)\Report\R 101910 Final Kavanaugh CIP.docx

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INTRODUCTION AND SUMMARY

Introduction

This report presents the findings and recommendations of TJKM's alignment study for the proposed Kavanagh Avenue extension in the City of Tracy. It is depicted on a map showing the streets and lot lines and the proposed right-of-way lines.

The main objective of the study is:

- Prepare the Kavanagh Avenue alignment extension;
- Establish the street alignment or access necessary to best serve the parcels on the west side of Corral Hollow Road in preparation for future development and
- Identify future intersection improvements necessary to accommodate forecasted 2025 traffic volumes.

This report presents the study results including evaluation of existing operating conditions, collision statistics, intersection layouts, and plan line recommendations.

Summary

Currently, both study intersections are expected to operate at an acceptable level of service.

Under future 2025 conditions, both study intersections are expected to operate at an acceptable level of service with the future 2025 lane configurations for Corral Hollow Road/Grant Line Road and the alignment conceptual drawing lane configurations for Corral Hollow Road/Kavanagh Avenue.

The project is expected to generate approximately 15,668 daily trips, with 2,395 trips occurring during the a.m. peak hour and 2,086 trips occurring during the p.m. peak hour.

During the course of the study, TJKM conducted site reviews and observations, reviewed the crash data and worked closely with the City staff. It was concluded that future improvements are recommended at the Corral Hollow Road/Kavanagh Avenue intersection as shown in the alignment conceptual drawing and two alternatives in Appendix E.

Based on the traffic analysis, the recommended alignment was developed. The plan establishes the curb-to-curb width on the street extension of Kavanagh Avenue and the most appropriate alignment based on the existing property boundaries, physical constraints, and discussions with property owners and City staff.

The final adoption of the alignment will allow the City to plan the joint access guarantees, as well as land and easement dedications between affected parcels. It is anticipated that the Alignment will provide a main access to adjacent parcels via the signalized intersection at Kavanagh Avenue and Corral Hollow Road, obviating the need to have multiple direct access on Corral Hollow Road. On site access agreements are necessary for optimum access and circulation between parcels. A minimum of two, on site access driveways are recommended between parcels for optimum access and circulation, including the continuous joint access through all the parcels via the future driveway access on the west side.

Project Description

The study focuses on the following two key study intersections in Tracy (see Figure 1):

1. Corral Hollow Road/Kavanagh Avenue
2. Corral Hollow Road/Grant Line Road

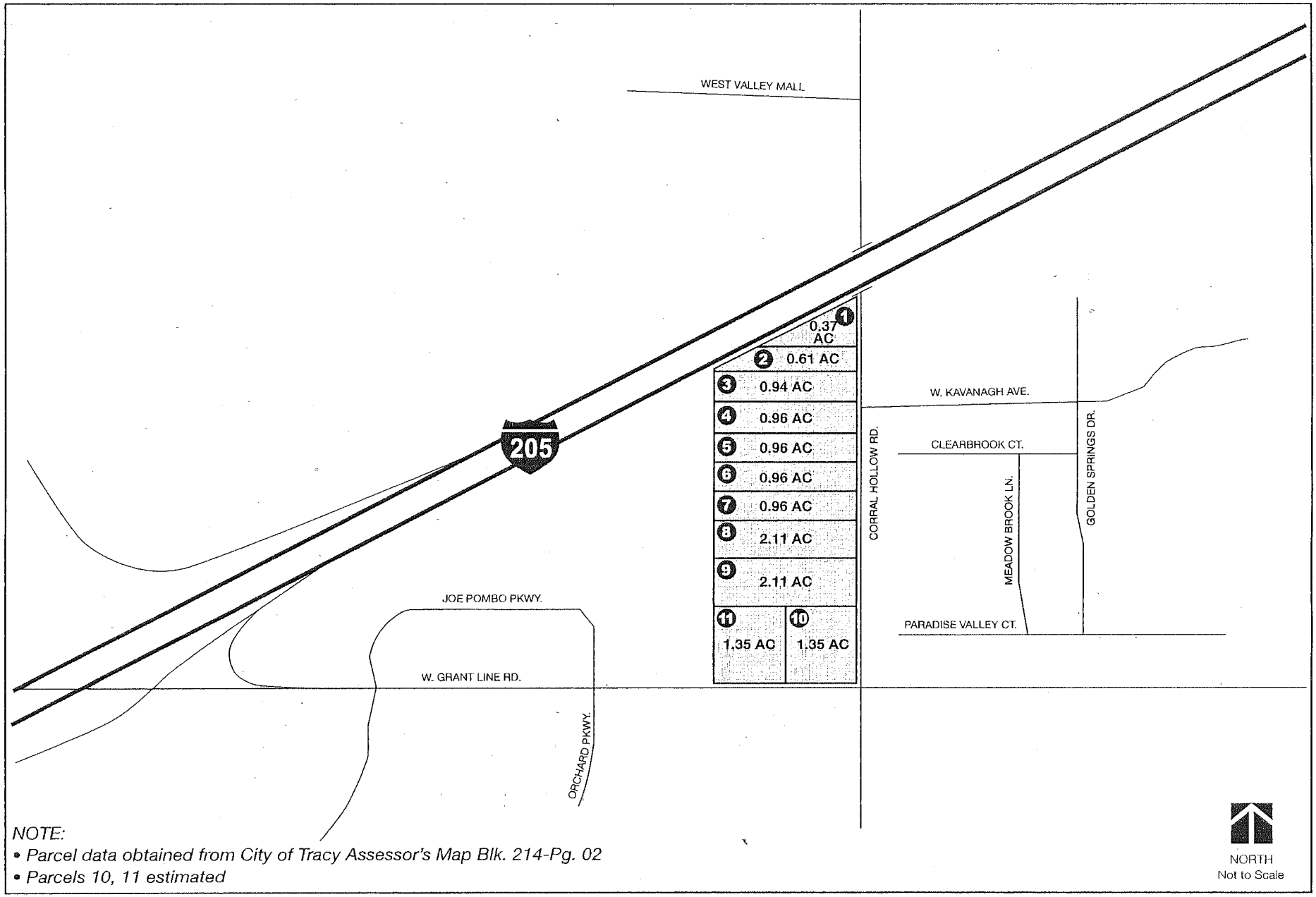
The intersection of Corral Hollow Road at Kavanagh Avenue is currently stop controlled on Kavanagh Avenue. The intersection at Grant Line Road is signalized.

The following scenarios were analyzed:

1. Existing Conditions
2. 2025 plus Project Conditions

The study considered:

- Access options for good traffic operations and access options to the adjacent parcels on Corral Hollow Road between Grant Line Road and I-205.
- Merits and key attributes for serving adjacent parcels through the Kavanagh Avenue Extension. TJKM evaluated the impacts of multiple access points on the traffic operations, the level of service and potential safety issues on Corral Hollow Road between Grant Line Road and I-205. Of importance is to identify the potential adverse impacts of having multiple direct accesses to these parcels along Corral Hollow Road.
- Intersection controls, deceleration and transition requirements, storage lengths, and determine the recommended intersection lane configurations at the intersection of Kavanagh Avenue and Corral Hollow Road to be signalized in the future scenario.
- Lane requirements and alignments for the Kavanagh Avenue Extension based on the adjacent land uses and potential trip demand and distribution.



NOTE:
- *Parcel data obtained from City of Tracy Assessor's Map Blk. 214-Pg. 02*
- *Parcels 10, 11 estimated*

City of Tracy
Traffic Report and Alignment of Kavanagh Avenue Extension
Study Vicinity

Figure
1

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Project Background

The study evaluated existing operating conditions, collision analysis, and recommendations to improve the operations and safety of this segment of the Corral Hollow Road corridor.

The total distance from Kavanagh Avenue to Grant Line Road to the south is approximately 830 feet and providing multiple uncontrolled accesses will have potential adverse impacts on the Corral Hollow Road corridor. Since this segment of Corral Hollow Road also serves as major access connection to the commercial and retail centers to the north, unwarranted multiple access points will also impact its carrying capacity. Sound access management principles and guidelines in recommending a preferred alternative are applied for the Kavanagh Avenue extension Alignment study.

Operational Analysis Methodology

Level of service is a qualitative measure describing operational conditions with a traffic stream and their perception by motorists and passengers. The level of service generally describes these conditions in terms of such factors as speed and travel time, delays, and freedom to maneuver, traffic interruptions, comfort, convenience and safety. They are given letter designations from A to F, with Level of Service (LOS) A representing the best operating conditions and LOS F the worst.

Signalized Intersections

The operating condition at the signalized study intersections were evaluated using the 2000 Highway Capacity Manual Operations Method as emulated by the percentile method of the standard traffic engineering software package SYNCHRO. Peak hour intersection conditions are reported as delay per vehicle with corresponding levels of service for the intersection as a whole and for each of its approaches. LOS A indicates free flow conditions with little or no delay, while LOS F indicates jammed conditions with excessive delay and long back-ups. The methodology is described in detail in Appendix A.

Unsignalized Intersections

The operating conditions at the study intersections with the minor approaches STOP controlled were evaluated using the 2000 Highway Capacity Manual (HCM) Unsignalized Method, also contained in the standard software package SYNCHRO. Peak hour intersection conditions are reported as delay per vehicle with corresponding LOS for each of its minor movements. The methods rank level of service on an A through F scale similar to that used for signalized intersections, and also uses average delay in seconds as its measure of effectiveness.

The level of service criterion for Two-Way STOP controlled intersections is somewhat different from the criterion used for signalized intersections. The primary reason for this is the difference that drivers expect a signalized intersection to carry higher traffic volumes than unsignalized intersections. Additionally, several driver behavior conditions combine to make delays at signalized intersections less onerous than at unsignalized intersections.

Depending on the availability of gaps, the minor approach might be operating at LOS D, E or F while the intersection LOS operates at LOS C or better. A minor approach that operates at LOS D, E or F does not automatically translate into a need for a traffic signal. A signal warrant would still need to be met. There are many instances where only a few vehicles are experiencing LOS D, E or F on the minor approach while the whole intersection operates at an acceptable LOS. A signal is usually not warranted under such conditions. Peak hour intersection conditions are reported as delay per vehicle with corresponding LOS for the intersection as a whole and for each of its approaches. The methodologies for unsignalized intersections are also presented in Appendix A.

Collision Analysis Methodology

Collision history was analyzed for the study intersections and the segment both numerically and as a rate per million entering vehicles using the formula:

Collision Rate = # of Accidents x 1,000,000 / # of Entering Vehicles

The study evaluates the collision history for the six-year period based on data provided by the City from February 1999 through August 2005. According to 2001 *Accident Data on California State Highways*, published by Caltrans, the statewide average accident rate is 0.43 accidents/million entering vehicles for signalized intersection in urban areas.

In addition to collision rates, the collision diagrams provide data for, types of collision (rear-ends, side-swipe, broadside), and locations (westbound, eastbound, northbound, and southbound approaches) of the accident to show accident patterns in the past. The collision diagrams may reveal any deficiency of the intersection layout. A site visit was conducted to observe existing conditions and traffic flow.

Existing Conditions

Field Review

Field reviews were made to observe operational constraints, potential roadway safety issues, barriers and other physical characteristics and operational defects, right-of-way constraints and opportunities.

Intersection Levels of Service Analysis

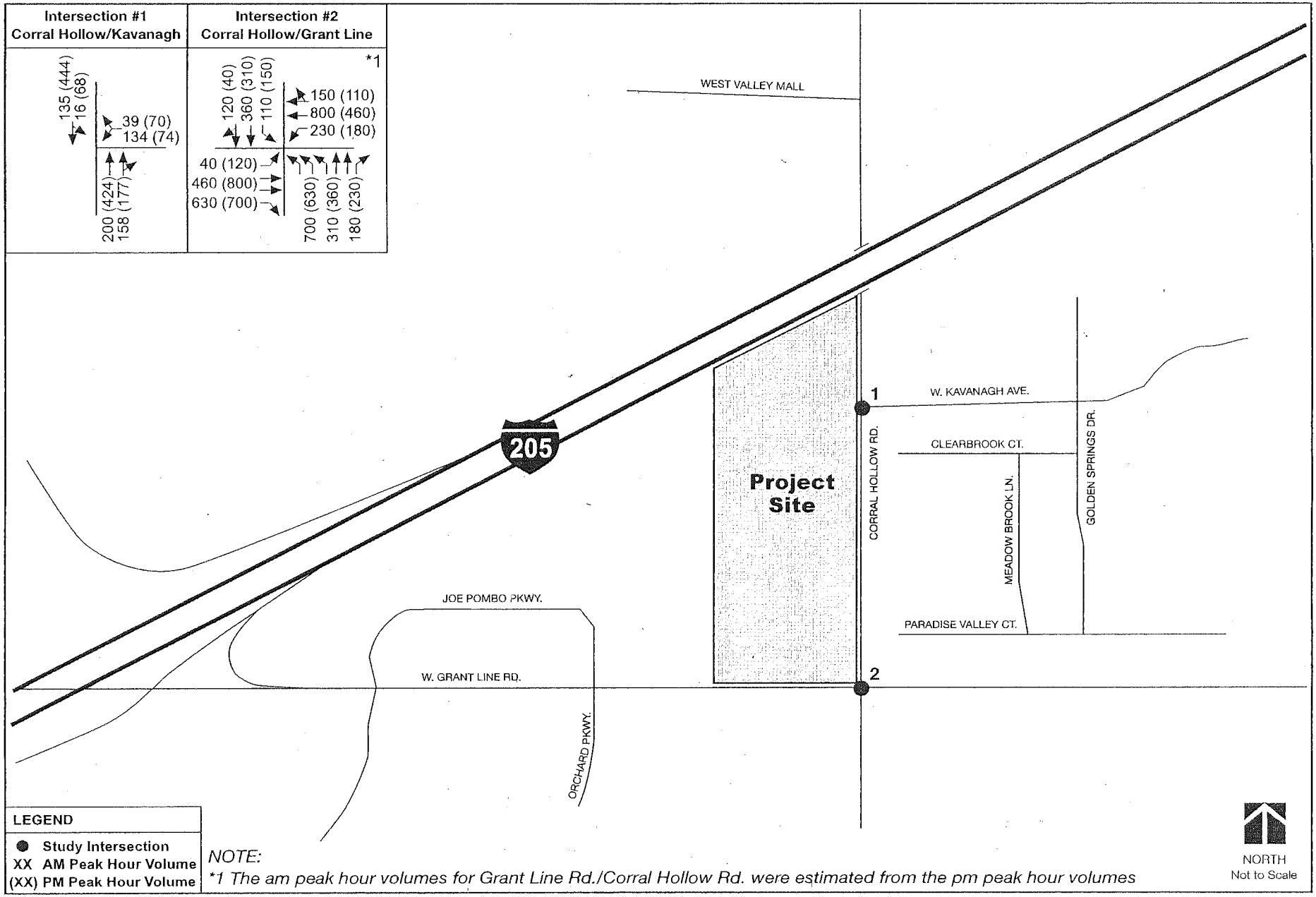
The existing peak hour turning movement traffic volumes at the study intersections were provided by the City of Tracy. Figure 2 illustrates the peak hour turning movement volumes and the existing lane geometry at the study intersections.

Table I summarizes the results of the intersection LOS analysis under the Existing conditions. The detailed LOS calculations are contained in Appendix B. Under Existing Conditions, the intersection of Corral Hollow Road/Grant Line Road will operate at LOS D or better during the peak hours. The minor movement of Corral Hollow Road/Kavanagh Avenue will operate at LOS E during the p.m. peak hour and LOS C during the a.m. peak hour.

Table I: Intersection Levels of Service - Existing Conditions

ID	*Intersection*	*Traffic Control*	*A.M. Peak Hour*		*P.M. Peak Hour*	
			Delay	**LOS**	**Delay**	**LOS**
1	Corral Hollow Road/Kavanagh Avenue	Stop	15.7	C	35.4	E
2	Corral Hollow Road/Grant Line Road	Signal	32.6	C	41.7	D

Notes: *Delay = Average control delay in seconds per vehicle, LOS = Level of Service*



NOTE:
**1 The am peak hour volumes for Grant Line Rd./Corral Hollow Rd. were estimated from the pm peak hour volumes*

City of Tracy
Traffic Report and Alignment of Kavanagh Avenue Extension

Existing Turning Movement Volumes and Lane Configurations

Figure **2**

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Intersection Collision Analysis

The City provided the collision data from February 1999 through August 2005 at study intersections. The City's data plus available traffic counts were used for calculation of collision rates. The overall number of collisions by intersection is summarized in Table II. Collision diagrams showing collision statistics, including types of collision by intersection approach are included in Appendix C.

Table II: Statistics of Reported Collisions by Intersection (Feb 1999 - Aug 2005)

ID	*Intersection*	*Total Collisions*	*No. of Collisions within 200'*	*Traffic Control*
1	Corral Hollow Road/Kavanagh Avenue	23	20	Stop
2	Corral Hollow Road/Grant Line Road	40	40	Signal

The number of collisions for the segment of Corral Hollow Road between Grant Line Road and Kavanagh Road during this period is three collisions not including collisions within 200 feet of the intersections.

Table III summarizes the accident rates for the study intersections. The intersection collision rate includes collisions that occurred within 200 feet of the intersection. It is generally considered that collisions that occurred further away from the intersection are not likely influenced by the intersection layout. In general, compared to the statewide average, both intersections have a high collision rate from Year 1999 to Year 2005.

Table III: Intersection Collision Rate (Feb 1999 – Aug 2005)

ID	Intersection	*No. of Collisions within 200 ft. in 6 years*	*Estimated one-year entering volumes (vehs/year)*	*Collision Rate (ACC/MVEH)*	*Above Statewide Collision Rate**
1	Corral Hollow Road/Kavanagh Avenue	20	5,892,930	0.57	Yes
2	Corral Hollow Road/Grant Line Road	40	7,533,600	0.88	Yes

**Statewide accident rate was 0.43 accidents per million entering vehicles for signalized intersection, and0.22 accidents per million entering vehicles for unsignalized intersection in urban areas.*

The collision rate for the segment during this period is 0.52 ACC/MVEH not including collisions within 200 feet of the intersections.

The existing collision patterns were reviewed from the collision diagrams and are considered in the proposed future access designs for the alignment conceptual layout.

At the intersection of Corral Hollow Road/Kavanagh Avenue, the southbound approach has the highest number of collisions for the intersection. These collisions are mostly rear end collisions. These collisions may be caused by vehicles slowing to make a left turn at Kavanagh Avenue. The future signalization and widening of the intersection may reduce the problem.

Year 2025 Conditions plus project

The City of Tracy provided the 2025 turning movement volumes and lane configurations at the Corral Hollow Road/Grant Line Road intersection from the City's model. The turning movement volumes at the Corral Hollow Road/Kavanagh Avenue intersection were based on the growth factor for the Grant Line Road intersection. The growth factor was determined by the ratio between the 2025 traffic volumes and the existing traffic volumes for the Grant Line Road intersection.

Project Trip Generation

Based on City's input, it was assumed that the future land use for the project site would be office use, which is consistent with the General Plan. The trip generation estimates for the project were based on the standard reference Trip Generation, 8th Edition, published by the Institute of Transportation Engineers (ITE). Table IV summarizes the expected trip generation for the proposed project for the a.m. and p.m. peak hours. As shown in Table 4, the project is expected to generate approximately 2,395 a.m. peak hour trips and 2,086 p.m. peak hour trips.

Table IV: Project Trip Generation

Land Use (ITE Code)	Size	Units	Daily Rate	Daily Trips	A.M. Peak						P.M. Peak					
					Rate	% In	% Out	In	Out	Total	Rate	% In	% Out	In	Out	Total
Offices (760)	1,932	ksf	8.11	15,668	1.24	83	17	1,987	408	2,395	1.08	15	85	313	1,773	2,086

Notes: *ksf = thousand square feet*
Source: Trip Generation, 7th Edition by ITE

Project Trip Distribution and Assignment

Trip distribution is the process of determining what proportion vehicles would travel between the project site and various destinations within the study area. Trip assignment is the process of applying the trip distribution assumptions to the expected trip generation. Trip distribution assumptions were developed based on knowledge of the study area, existing traffic volumes and discussions with City staff. Figure 3 shows the proposed project trip distribution assumptions.

Project Access and On Site Circulation

The existing tee intersection at Corral Hollow Road/Kavanagh Avenue will be improved to a four leg intersection. The future driveway access on Grant Line Road would be right in and right out. Due to the speed on Grant Line Road and high volumes, a right-turn deceleration lane is recommended at the driveway. A median island restricts left turns.

In addition to the recommended precise plan, several alternatives are provided and are considered in determining the recommended precise plan. The plan line drawings for these alternatives are provided in Appendix E.

As a part of the recommended precise plan, on site access driveways are recommended between parcels for optimum access and circulation, including the continuous joint access through all the parcels via the future driveway access on the west side.

On site access agreements are necessary for optimum access and circulation between parcels. Access and circulation between parcels should be provided by three on site access driveways

between each parcel for optimum access and circulation. A minimum of two on site access driveways is needed.

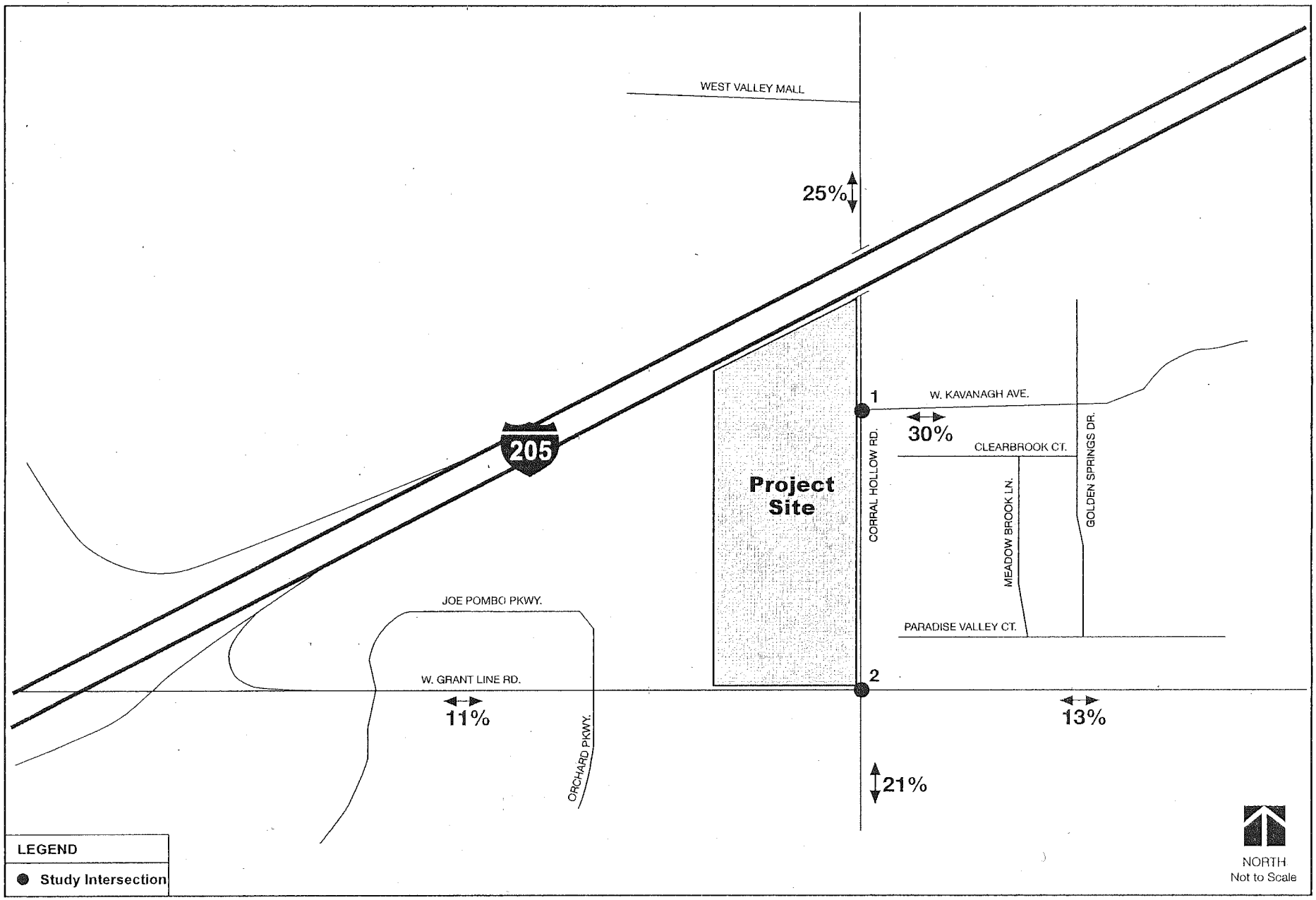
Intersection Levels of Service Analysis

Based on discussions with City staff and consistent with the City's future roadway plan, Corral Hollow Road would be a four lane arterial in the future from Grant Line Road to the entrance of the West Valley Mall Road to the north.

Table V summarizes the results of the intersection LOS analysis under the Year 2025 plus Project conditions. The detailed LOS calculations are contained in Appendix D. Both study intersections are expected to operate at LOS D or better during the peak hours. Figure 4 illustrates the peak hour turning movement volumes at the study intersections, and the lane configurations. With the project, the intersection at Corral Hollow Road and Kavanagh Avenue would be signalized.

Table V: Intersection Levels of Service - 2025 plus Project

ID	*Intersection*	*Traffic Control*	*A.M. Peak Hour*		*P.M. Peak Hour*	
			Delay	*LOS*	*Delay*	*LOS*
1	Corral Hollow Road/Kavanagh Avenue	Signal	43.9	D	31.2	C
2	Corral Hollow Road/Grant Line Road	Signal	43.1	D	53.2	D



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Traffic Report and Alignment of Kavanagh Avenue Extension

Project Trip Distribution

Figure 3

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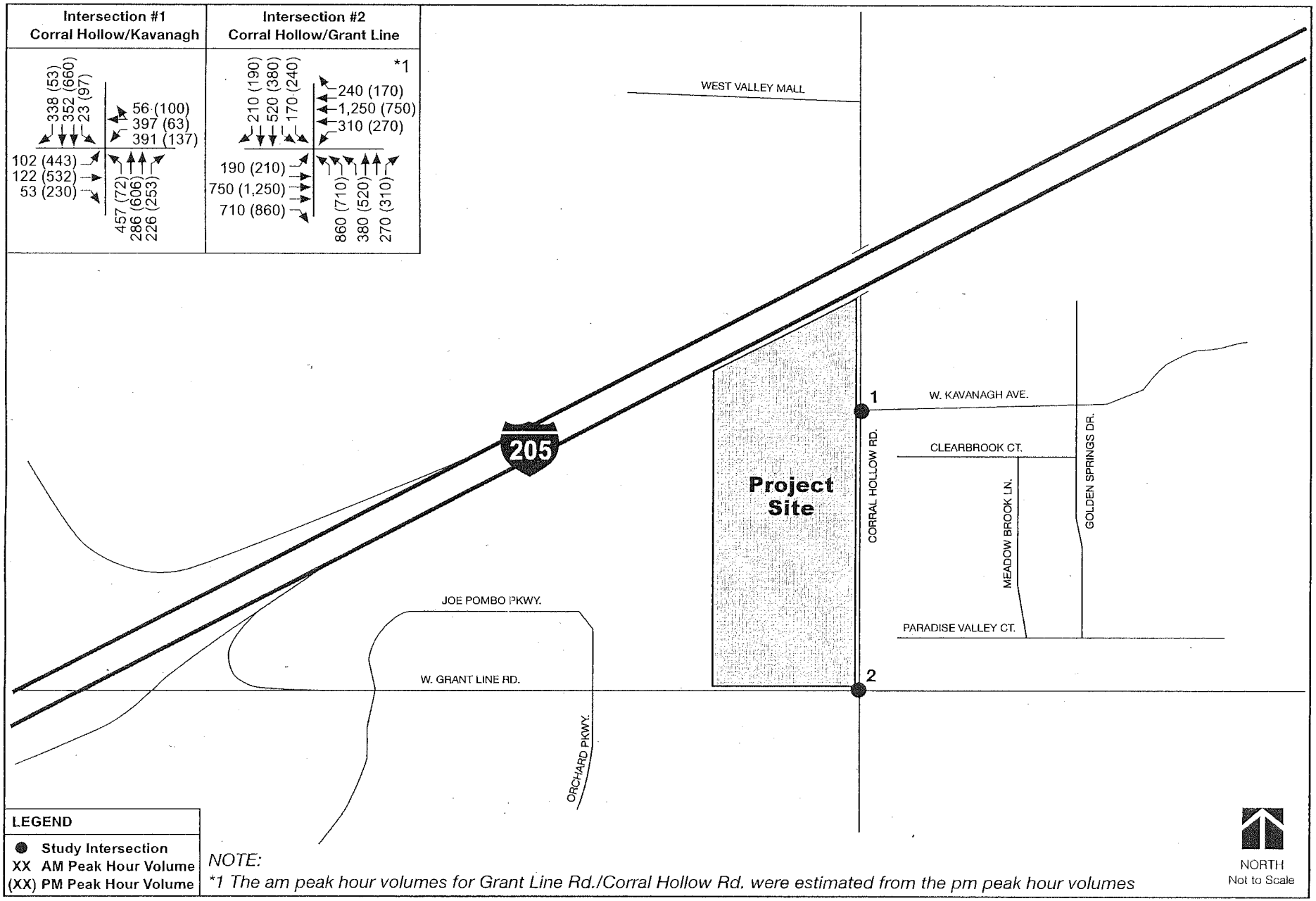

NOTE:
**1 The am peak hour volumes for Grant Line Rd./Corral Hollow Rd. were estimated from the pm peak hour volumes*

City of Tracy
Traffic Report and Alignment of Kavanagh Avenue Extension

2025 Future Turning Movement Volumes and Lane Configurations

Figure
4

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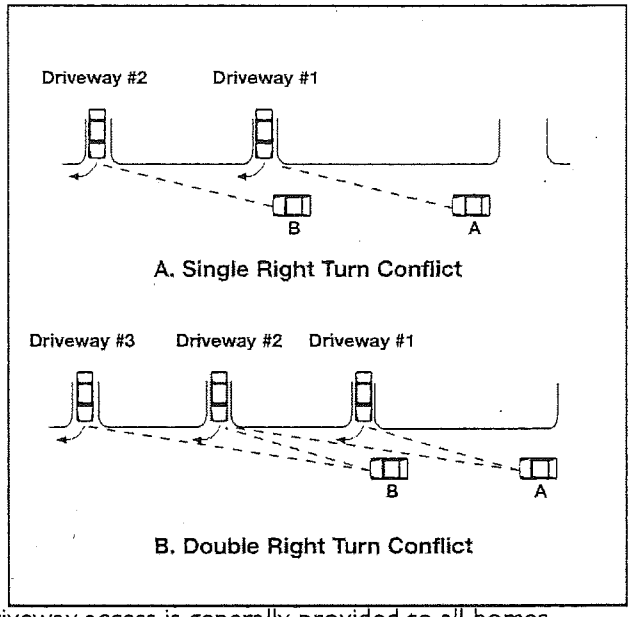
Alignment

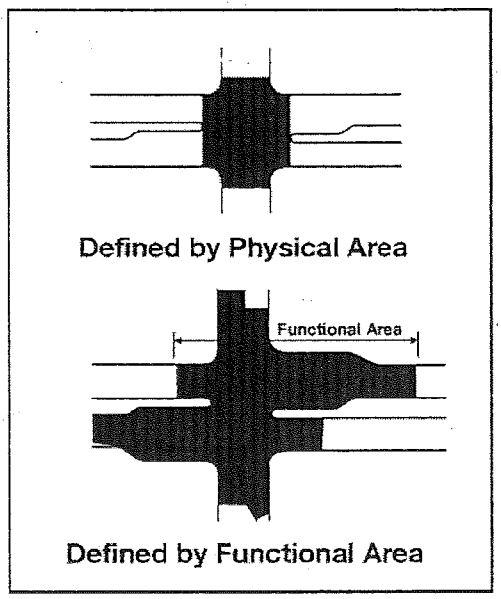
An accurate aerial photograph was used to provide the base for the proposed alignment design. The conceptual design layout shows the proposed preliminary intersection geometric, intersection controls, channelization, signing and striping, etc. The recommended precise plan and the several alternatives are contained in Appendix E.

After understanding the potential access and safety issues of the corridor, projected future traffic demand and utilizing sound access management guidelines, a base alignment conceptual drawing and three alternative conceptual layouts were completed. The alignment considers issues such as safety, access, context sensitive design, City's policy considerations and local norms of acceptable improvement strategies. After site reviews and observations, review of accident data, and traffic analysis, future improvements are proposed for the corridor with consideration of operational and physical constraints.



Good Access Management

Of importance is to identify the potential adverse impacts of having multiple direct accesses along Corral Hollow Road. Good access management improves traffic safety and operations. In a local residential street, driveway access is generally provided to all homes. However, good access management to non-residential streets generally requires a different set of criteria. Individual access points along a relatively undeveloped corridor such as this segment of the Corral Hollow Road corridor are seldom seen as hazardous. However, unplanned and uncoordinated access points may create significant impacts on the traffic operations and safety on the corridor in the future when traffic volumes increase.



The following guidelines are generally applicable to collector streets (or higher) with street medians.

It is widely accepted that minimum access spacing provides drivers with sufficient perception-reaction time to address one potential conflict area at a time. Guidelines for minimum unsignalized driveway or local street spacing should consider the speed of the major roadway, stopping site distance, the elimination of right-turn conflict overlays, and the functional area of unsignalized access points. When a driveway is to be located upstream of a major intersection, the possibility of weaving, or lane shifts, to make a left turn at the major intersection should also be considered.

A single conflict between a through vehicle and an egress vehicle is created where the driver of the through vehicle must be alert to a right-turning vehicle entering the roadway from one driveway or minor street at a time. The driver must monitor two access locations at a time while performing the other driving tasks.

The functional area of any access point should also be kept clear of any additional points of access. The Transportation Research Board (TRB) published guidelines for minimum access spacing as shown in Table VI.

Table VI: Minimum Access Spacing (Feet)

Speed (mph)	*Right-Turn Conflict Overlays*[1]		*Functional Area*[2]
	Minimum (ft)	*Preferred (ft)*	
30	100	180	145
40	195	260	180
45	295	345	230
50	395	430	295
55	-	-	380

Notes: *[1]Adapted from National Highway Institute, Access Management, Location, and Design, NHI Course No. 15255, 1998.*
[2]Adapted from Transportation Research Board, Impacts of Access management Techniques, NCHRP Report 420, Washington, D.C., TRB, NRC, 1988.

Also, it is important to consider corner clearance. Corner clearance is the distance between a private access drive and the nearest cross road intersection. It should provide drivers with adequate perception-reaction time to assess potential downstream conflicts and is aimed at preventing the location of driveways within the functional area of an intersection. It will also minimize driveway/intersection conflicts by preventing blockage of driveways upstream of an intersection due to standing traffic queues. Minimum driveway setback distances should take into consideration typical traffic queue lengths while permitting sufficient movement to driveway vehicles. Corner clearances are applicable to all categories of roadways. On a major roadway the corner clearance should be the same as driveway spacing. The corner clearance on the upstream side should be longer than the longest expected queue, or at a minimum, the distances indicated on Table VII. On the downstream side, the minimum distance should conform to Table VII. Driveways on corner lots should be located on the lesser street and near the property line most distant from the intersection.

Table VII: Minimum Corner Clearance (Feet)

Speed (mph)	*Distance From Near Side of Street to Near Side of Access Driveway*		
	Major Generator (ft)	*Minor Generator (ft)*	*Minimum Generator (ft)*
30	195	150	80
40	260	215	115
45	330	260	150
50	395	310	180

Source: *TRB, Access Management Guidelines for Activity Center, NCHRP Report 348, 1992.*

High-speed, high-volume roadways need longer corner clearances, whereas the corner clearances on a local street can be quite short. Table VII presents guidelines for corner clearance.

Frontage Roads

The frontage road, as an access control technique, reduces the frequency and severity of potential conflicts along the main travel lanes of a highway or arterial such as Corral Hollow Road. Direct property access is provided from the frontage roads and prohibited from the main travel lanes. The resulting spacing between the intersections along the main roadway facilitates the design of auxiliary lanes for deceleration and acceleration. Thus, frontage roads separate through and local land-service traffic, thereby protecting the through travel lanes from encroachment, conflicts, and delays.

Fully developed frontage roads effectively control access to the through lanes on an arterial street, provide access to adjoining property, separate local from through traffic, and permit circulation of traffic on each side of the arterial. Frontage roads along arterials must be carefully designed to avoid increasing conflicts at junctions and delays on intersecting roads.

All these guidelines were used to develop the Alignment for the Kavanagh Avenue extension.

Specifically, the precise plan design considers:

A. Access options for good traffic operations and access options to the adjacent parcels on Corral Hollow Road between Grant Line Road and I-205.

B. Merits and key attributes for serving adjacent parcels through the Kavanagh Avenue Extension. The impacts of multiple access points on the traffic operations, the level of service and potential safety issues on Corral Hollow Road between Grant Line Road and I-205. Of importance is to identify the potential adverse impacts of having multiple direct accesses to these multiple parcels along Corral Hollow Road.

C. Intersection control, deceleration and transition requirements, and the recommended intersection lane configurations at the signalized intersection of Kavanagh Avenue and Corral Hollow Road.

D. Lane requirements and alignments on Kavanagh Avenue Extension based on the adjacent land uses and potential trip demand and distribution.

Develop Alignment

Based on the traffic analysis, the base alignment conceptual design was developed. The design establishes the curb to curb width on the street extension of Kavanagh Avenue and the most advantageous plan line based on the existing property boundaries, physical constraints, and discussions with property owners and the City. The Alignment conceptual design provides a main access to adjacent parcels via the signalized intersection at Kavanagh Avenue and Corral Hollow Road, obviating the need to have direct access on Corral Hollow Road. The designs were developed as described below.

A. A base alignment conceptual design was developed with several alternative designs to provide options for access and site circulation, resulting in the best access management to adjoining properties, in accordance with sound access management guidelines and with City standards.

B. Met with property owners and the City staff for review and comments on access points and the recommended roadway improvements for Kavanagh Avenue Extension.

The meeting provided information and feedback on the recommended features, design alternatives, and projected impacts to adjacent properties and businesses. Identification of key issues is critical to the evolution of an acceptable solution.

C. Prepare "final" horizontal alignment and conceptual layout for the recommended precise plan. Provide preliminary design in AutoCAD to the extent necessary to determine the feasibility of constructing the roadway in the preferred location.

Recommended Precise Plan

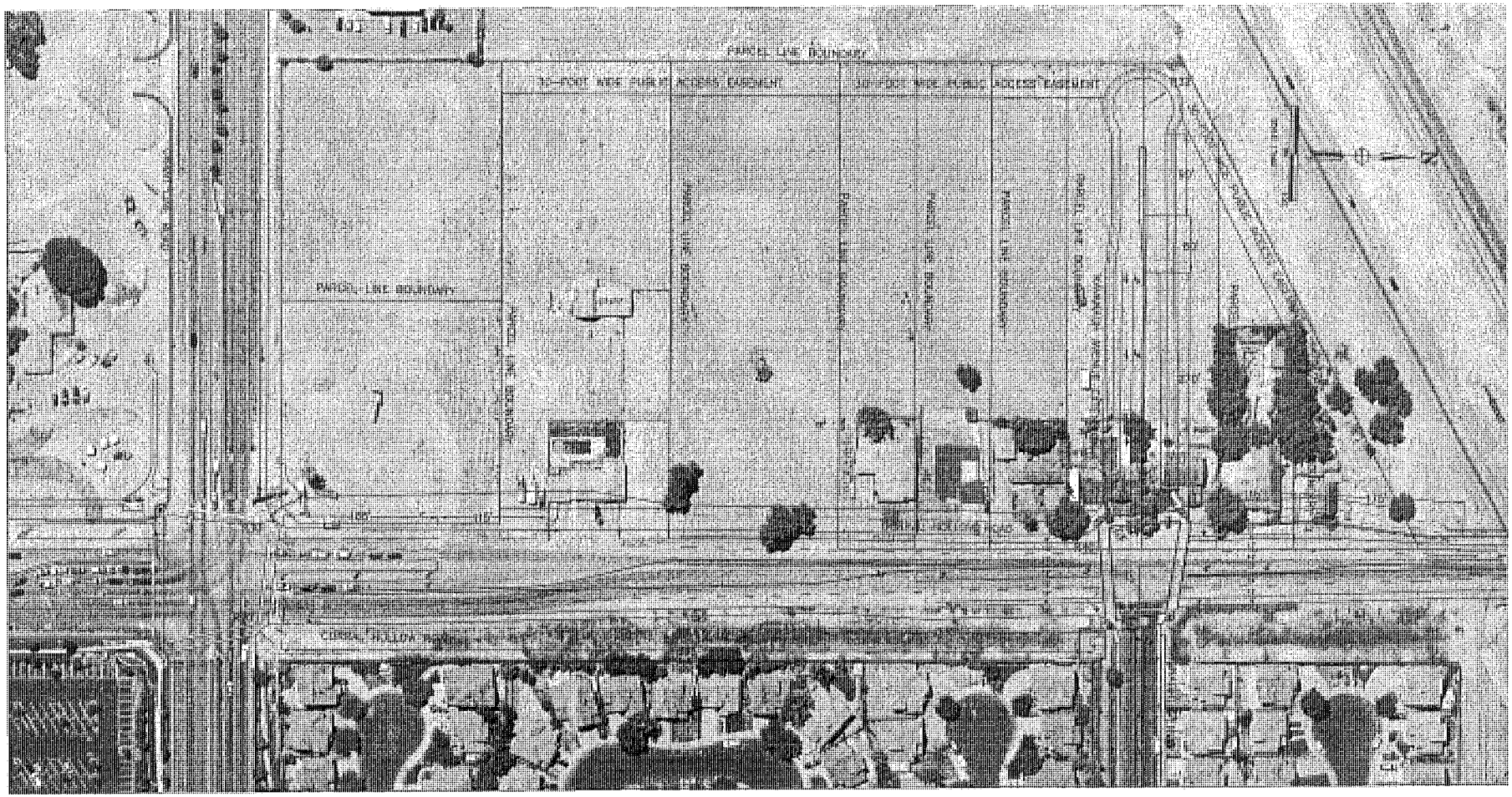
The property owners and staff have selected an option with a 30-foot public access easement on the back side of the properties as the recommended option to provide access to the subject properties in the study area. The recommended 30-foot public access easement will connect with Joe Pombo Parkway in the future when the adjacent Kaiser Permanente parcel develops to the west. This connection will improve the on-site circulation and provide direct connection to Grant Line Road for the best circulation of traffic in the immediate vicinity.

The recommended precise plan drawing is shown in Figure 5 and several alternatives are contained in Appendix E.

City of Tracy - Precise Plan Line Study for the Proposed Kavanagh Avenue Extension

Recommended Precise Plan

Figure 5



NORTH
Not to Scale
TJKM

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STUDY Participants

TJKM Personnel

Christopher Thnay, PE, AICP	Project Manager
Chris D. Kinzel, PE	QA/QC
Stephen Au, PE	Associate
Vishnu Gandluru	Transportation Engineer
Geri Foley/Jeffrey Lacap	Graphics Designer
Margie Pfaff	Word Processing

Persons Consulted

Khoder Baydoun	City of Tracy
Zabih Zaca	City of Tracy

Appendix A: Level of Service Methodology

APPENDIX A – LEVEL OF SERVICE METHODOLOGY

Attachment A

LEVEL OF SERVICE

The description and procedures for calculating capacity and level of service are found in Transportation Research Board, *Highway Capacity Manual 2000*. *Highway Capacity Manual 2000* represents the latest research on capacity and quality of service for transportation facilities.

Quality of service requires quantitative measures to characterize operational conditions within a traffic stream. Level of service is a quality measure describing operational conditions within a traffic stream, generally in terms of such service measures as speed and travel time, freedom to maneuver, traffic interruptions, and comfort and convenience.

Six levels of service are defined for each type of facility that has analysis procedures available. Letters designate each level, from A to F, with level-of-service A representing the best operating conditions and level-of-service F the worst. Each level of service represents a range of operating conditions and the driver's perception of these conditions. Safety is not included in the measures that establish service levels.

A general description of service levels for various types of facilities is shown in Table A-I.

Table A-I

Level of Service Description

Facility Type	**Uninterrupted Flow**	**Interrupted Flow**
	Freeways Multi-lane Highways Two-lane Highways Urban Streets	Signalized Intersections Unsignalized Intersections Two-way Stop Control All-way Stop Control
LOS		
A	Free-flow	Very low delay.
B	Stable flow. Presence of other users noticeable.	Low delay.
C	Stable flow. Comfort and convenience starts to decline.	Acceptable delay.
D	High density stable flow.	Tolerable delay.
E	Unstable flow.	Limit of acceptable delay.
F	Forced or breakdown flow.	Unacceptable delay

Source: *Highway Capacity Manual 2000*

Urban Streets

The term "urban streets" refers to urban arterials and collectors, including those in downtown areas.

Arterial streets are roads that primarily serve longer through trips. However, providing access to abutting commercial and residential land uses is also an important function of arterials.

Collector streets provide both land access and traffic circulation within residential, commercial and industrial areas. Their access function is more important than that of arterials, and unlike arterials their operation is not always dominated by traffic signals.

Downtown streets are signalized facilities that often resemble arterials. They not only move through traffic but also provide access to local businesses for passenger cars, transit buses, and trucks. Pedestrian conflicts and lane obstructions created by stopping or standing buses, trucks and parking vehicles that cause turbulence in the traffic flow are typical of downtown streets.

The speed of vehicles on urban streets is influenced by three main factors, street environment, interaction among vehicles and traffic control. As a result, these factors also affect quality of service.

The street environment includes the geometric characteristics of the facility, the character of roadside activity and adjacent land uses. Thus, the environment reflects the number and width of lanes, type of median, driveway density, spacing between signalized intersections, existence of parking, level of pedestrian activity and speed limit.

The interaction among vehicles is determined by traffic density, the proportion of trucks and buses, and turning movements. This interaction affects the operation of vehicles at intersections and, to a lesser extent, between signals.

Traffic control (including signals and signs) forces a portion of all vehicles to slow or stop. The delays and speed changes caused by traffic control devices reduce vehicle speeds, however, such controls are needed to establish right-of-way.

The average travel speed for through vehicles along an urban street is the determinant of the operating level of service. The travel speed along a segment, section or entire length of an urban street is dependent on the running speed between signalized intersections and the amount of control delay incurred at signalized intersections.

Level-of-service A describes primarily free-flow operations. Vehicles are completely unimpeded in their ability to maneuver within the traffic stream. Control delay at signalized intersections is minimal.

Level-of-service B describes reasonably unimpeded operations. The ability to maneuver within the traffic stream is only slightly restricted, and control delays at signalized intersections are not significant.

Level-of-service C describes stable operations, however, ability to maneuver and change lanes in midblock location may be more restricted than at level-of-service B. Longer queues, adverse signal coordination, or both may contribute to lower travel speeds.

Level-of-service D borders on a range in which in which small increases in flow may cause substantial increases in delay and decreases in travel speed. Level-of-service D may be due to adverse signal progression, inappropriate signal timing, high volumes, or a combination of these factors.

Level-of-service E is characterized by significant delays and lower travel speeds. Such operations are caused by a combination of adverse progression, high signal density, high volumes, extensive delays at critical intersections, and inappropriate signal timing.

Level-of-service F is characterized by urban street flow at extremely low speeds. Intersection congestion is likely at critical signalized locations, with high delays, high volumes, and extensive queuing.

The methodology to determine level of service stratifies urban streets into four classifications. The classifications are complex, and are related to functional and design categories. Table A-II describes the functional and design categories, while Table A-III relates these to the urban street classification.

Once classified, the urban street is divided into segments for analysis. An urban street segment is a one-way section of street encompassing a series of blocks or links terminating at a signalized intersection. Adjacent segments of urban streets may be combined to form larger street sections, provided that the segments have similar demand flows and characteristics.

Levels of service are related to the average travel speed of vehicles along the urban street segment or section.

Travel times for existing conditions are obtained by field measurements. The maximum-car technique is used. The vehicle is driven at the posted speed limit unless impeded by actual traffic conditions. In the maximum-car technique, a safe level of vehicular operation is maintained by observing proper following distances and by changing speeds at reasonable rates of acceleration and deceleration. The maximum-car technique provides the best base for measuring traffic performance.

An observer records the travel time and locations and duration of delay. The beginning and ending points are the centers of intersections. Delays include times waiting in queues at signalized intersections. The travel speed is determined by dividing the length of the segment by the travel time. Once the travel speed on the arterial is determined, the level of service is found by comparing the speed to the criteria in Table A-IV. Level-of-service criteria vary for the different classifications of urban street, reflecting differences in driver expectations.

Table A-II

Functional and Design Categories for Urban Streets

Criterion	Functional Category	
	Principal Arterial	**Minor Arterial**
Mobility function	Very important	Important
Access function	Very minor	Substantial
Points connected	Freeways, important activity centers, major traffic generators	Principal arterials
Predominant trips served	Relatively long trips between major points and through trips entering, leaving, and passing through city	Trips of moderate length within relatively small geographical areas

Criterion	Design Category			
	High-Speed	**Suburban**	**Intermediate**	**Urban**
Driveway access density	Very low density	Low density	Moderate density	High density
Arterial type	Multilane divided; undivided or two-lane with shoulders	Multilane divided: undivided or two-lane with shoulders	Multilane divided or undivided; one way, two lane	Undivided one way; two way, two or more lanes
Parking	No	No	Some	Usually
Separate left-turn lanes	Yes	Yes	Usually	Some
Signals per mile	0.5 to 2	1 to 5	4 to 10	6 to 12
Speed limits	45 to 55 mph	40 to 45 mph	30 to 40 mph	25 to 35 mph
Pedestrian activity	Very little	Little	Some	Usually
Roadside development	Low density	Low to medium density	Medium to moderate density	High density

Source: *Highway Capacity Manual 2000*

Table A-III

Urban Street Class based on Function and Design Categories

Design Category	Functional Category	
	Principal Arterial	**Minor Arterial**
High-Speed	I	Not applicable
Suburban	II	II
Intermediate	II	III or IV
Urban	III or IV	IV

Source: *Highway Capacity Manual 2000*

Table A-IV

Urban Street Levels of Service by Class

Urban Street Class	I	II	III	IV
Range of Free Flow Speeds (mph)	45 to 55	35 to 45	30 to 35	25 to 35
Typical Free Flow Speed (mph)	50	40	33	30
Level of Service	**Average Travel Speed (mph)**			
A	>42	>35	>30	>25
B	>34	>28	>24	>19
C	>27	>22	>18	>13
D	>21	>17	>14	>9
E	>16	>13	>10	>7
F	≤16	≤13	≤10	≤7

Source: *Highway Capacity Manual 2000*

Interrupted Flow

One of the more important elements limiting, and often interrupting the flow of traffic on a highway is the intersection. Flow on an interrupted facility is usually dominated by points of fixed operation such as traffic signals, stop and yield signs. These all operate quite differently and have differing impacts on overall flow.

Signalized Intersections

The capacity of a highway is related primarily to the geometric characteristics of the facility, as well as to the composition of the traffic stream on the facility. Geometrics are a fixed, or non-varying, characteristic of a facility.

At the signalized intersection, an additional element is introduced into the concept of capacity: time allocation. A traffic signal essentially allocates time among conflicting traffic movements seeking use of the same physical space. The way in which time is allocated has a significant impact on the operation of the intersection and on the capacity of the intersection and its approaches.

Level of service for signalized intersections is defined in terms of control delay, which is a measure of driver discomfort, frustration, fuel consumption, and increased travel time. The delay experienced by a motorist is made up of a number of factors that relate to control, traffic and incidents. Total delay is the difference between the travel time actually experienced and the reference travel time that would result during base conditions, *i. e.,* in the absence of traffic control, geometric delay, any incidents, and any other vehicles. Specifically, level of service criteria for traffic signals are stated in terms of average control delay per vehicle, typically for a 15-minute analysis period. Delay is a complex measure and depends on a number of variables, including the quality of progression, the cycle length, the ratio of green time to cycle length and the volume to capacity ratio for the lane group.

For each intersection analyzed the average control delay per vehicle per approach is determined for the peak hour. A weighted average of control delay per vehicle is then determined for the intersection. A level of service designation is given to the control delay to better describe the level of operation. A

description of levels of service for signalized intersections can be found in Table A-V.

Table A-V

Description of Level of Service for Signalized Intersections

Level of Service	Description
A	Very low control delay, up to 10 seconds per vehicle. Progression is extremely favorable, and most vehicles arrive during the green phase. Many vehicles do not stop at all. Short cycle lengths may tend to contribute to low delay values.
B	Control delay greater than 10 and up to 20 seconds per vehicle. There is good progression or short cycle lengths or both. More vehicles stop causing higher levels of delay.
C	Control delay greater than 20 and up to 35 seconds per vehicle. Higher delays are caused by fair progression or longer cycle lengths or both. Individual cycle failures may begin to appear. Cycle failure occurs when a given green phase doe not serve queued vehicles, and overflow occurs. The number of vehicles stopping is significant, though many still pass through the intersection without stopping.
D	Control delay greater than 35 and up to 55 seconds per vehicle. The influence of congestions becomes more noticeable. Longer delays may result from some combination of unfavorable progression, long cycle lengths, or high volumes. Many vehicles stop, the proportion of vehicles not stopping declines. Individual cycle failures are noticeable.
E	Control delay greater than 55 and up to 80 seconds per vehicle. The limit of acceptable delay. High delays usually indicate poor progression, long cycle lengths, and high volumes. Individual cycle failures are frequent.
F	Control delay in excess of 80 seconds per vehicle. Unacceptable to most drivers. Oversaturation, arrival flow rates exceed the capacity of the intersection. Many individual cycle failures. Poor progression and long cycle lengths may also be contributing factors to higher delay.

Source: *Highway Capacity Manual 2000*

The use of control delay, which may also be referred to as signal delay, was introduced in the 1997 update to the *Highway Capacity Manual*, and represents a departure from previous updates. In the third edition, published in 1985 and the 1994 update to the third edition, delay only included stopped delay. Thus, the level of service criteria listed in Table A-V differs from earlier criteria.

Unsignalized Intersections

The current procedures on unsignalized intersections were first introduced in the 1997 update to the *Highway Capacity Manual* and represent a revision of the methodology published in the 1994 update to the 1985 *Highway Capacity Manual*. The revised procedures use control delay as a measure of effectiveness to determine level of service. Delay is a measure of driver discomfort, frustration, fuel consumption, and increased travel time. The delay experienced by a motorist is made up of a number of factors that relate to control, traffic and incidents. Total delay is the difference between the travel time actually experienced and the reference travel time that would result during base conditions, *i. e.*, in the absence of traffic control, geometric delay, any incidents, and any other vehicles. Control delay is the increased time of travel for a vehicle approaching and passing through an unsignalized intersection, compared with a free-flow vehicle if it were not required to slow or stop at the intersection.

Two-Way Stop Controlled Intersections

Two-way stop controlled intersections in which stop signs are used to assign the right-of-way, are the most prevalent type of intersection in the United States. At two-way stop-controlled intersections the stop-controlled approaches are referred as the minor street approaches and can be either public streets or private driveways. The approaches that are not controlled by stop signs are referred to as the major street approaches.

The capacity of movements subject to delay are determined using the "critical gap" method of capacity analysis. Expected average control delay based on movement volume and movement capacity is calculated. A level of service designation is given to the expected control delay for each minor movement. Level of service is not defined for the intersection as a whole. Control delay is the increased time of travel for a vehicle approaching and passing through a stop-controlled intersection, compared with a free-flow vehicle if it were not required to slow or stop at the intersection. A description of levels of service for two-way stop-controlled intersections is found in Table A-VI.

Table A-VI

Description of Level of Service for Two-Way Stop Controlled Intersections

Level of Service	Description
A	Very low control delay less than 10 seconds per vehicle for each movement subject to delay.
B	Low control delay greater than 10 and up to 15 seconds per vehicle for each movement subject to delay.
C	Acceptable control delay greater than 15 and up to 25 seconds per vehicle for each movement subject to delay.
D	Tolerable control delay greater than 25 and up to 35 seconds per vehicle for each movement subject to delay.
E	Limit of tolerable control delay greater than 35 and up to 50 seconds per vehicle for each movement subject to delay.
F	Unacceptable control delay in excess of 50 seconds per vehicle for each movement subject to delay.

Source: *Highway Capacity Manual 2000*

Appendix B: Existing Conditions Level of Service Worksheets

APPENDIX B - EXISTING CONDITIONS LEVEL OF SERVICE WORKSHEETS

1: Kavanagu Ave & Corral Hollow Rd — Kavanagh Preceise Plan Line AM Pk Hr - Ex

HCM Unsignalized Intersection Capacity Analysis — 11/20/2006

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Volume (veh/h)	0	0	0	0	134	39	0	200	158	16	135	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	0	0	0	146	42	0	217	172	17	147	0
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	405	571	147	485	485	195	147			389		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	405	571	147	485	485	195	147			389		
tC, single (s)	7.5	6.5	6.9	7.5	6.5	6.9	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	100	100	100	100	69	95	100			99		
cM capacity (veh/h)	379	423	874	460	474	814	1433			1166		

Direction, Lane #	WB 1	NB 1	NB 2	SB 1
Volume Total	188	145	244	164
Volume Left	0	0	0	17
Volume Right	42	0	172	0
cSH	523	1700	1700	1166
Volume to Capacity	0.36	0.09	0.14	0.01
Queue Length 95th (ft)	41	0	0	1
Control Delay (s)	15.7	0.0	0.0	1.0
Lane LOS	C			A
Approach Delay (s)	15.7	0.0		1.0
Approach LOS	C			

Intersection Summary			
Average Delay	4.2		
Intersection Capacity Utilization	36.6%	ICU Level of Service	A
Analysis Period (min)	15		

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Volume (veh/h)	0	0	0	0	74	70	0	424	177	68	444	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	0	0	0	80	76	0	461	192	74	483	0
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	977	1284	483	1188	1188	327	483			653		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	977	1284	483	1188	1188	327	483			653		
tC, single (s)	7.5	6.5	6.9	7.5	6.5	6.9	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	100	100	100	100	53	89	100			92		
cM capacity (veh/h)	109	151	530	135	172	669	1076			929		

Direction, Lane #	WB 1	NB 1	NB 2	SB 1
Volume Total	157	307	346	557
Volume Left	0	0	0	74
Volume Right	76	0	192	0
cSH	269	1700	1700	929
Volume to Capacity	0.58	0.18	0.20	0.08
Queue Length 95th (ft)	84	0	0	6
Control Delay (s)	35.4	0.0	0.0	2.1
Lane LOS	E			A
Approach Delay (s)	35.4	0.0		2.1
Approach LOS	E			

Intersection Summary			
Average Delay	4.9		
Intersection Capacity Utilization	62.7%	ICU Level of Service	B
Analysis Period (min)	15		

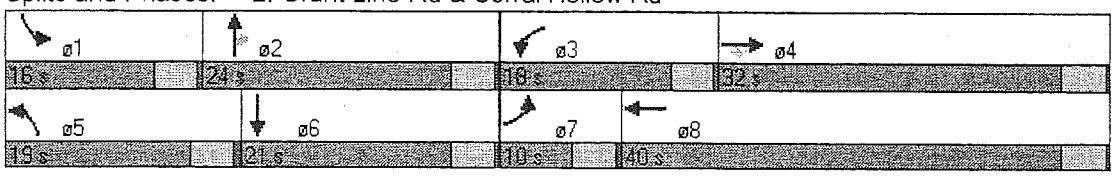
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Leading Detector (ft)	50	50	50	50	50		50	50	50	50	50	
Trailing Detector (ft)	0	0	0	0	0		0	0	0	0	0	
Turning Speed (mph)	15		9	15		9	15		9	15		9
Satd. Flow (prot)	1770	3539	1583	1770	3454	0	4990	3539	1583	1770	3408	0
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	3539	1583	1770	3454	0	4990	3539	1583	1770	3408	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			399		29				196		45	
Link Speed (mph)		40			40			45			45	
Link Distance (ft)		832			976			1504			3489	
Travel Time (s)		14.2			16.6			22.8			52.9	
Volume (vph)	40	460	630	230	800	150	700	310	180	110	360	120
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Lane Group Flow (vph)	43	500	685	250	1033	0	761	337	196	120	521	0
Turn Type	Prot		Perm	Prot			Prot		Perm	Prot		
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases			4						2			
Total Split (s)	10.0	32.0	32.0	18.0	40.0	0.0	19.0	24.0	24.0	16.0	21.0	0.0
Act Effct Green (s)	5.9	23.8	23.8	13.7	35.8		14.8	24.3	24.3	10.1	17.1	
Actuated g/C Ratio	0.07	0.28	0.28	0.16	0.42		0.17	0.28	0.28	0.12	0.20	
v/c Ratio	0.37	0.51	0.94	0.88	0.71		0.88	0.34	0.33	0.59	0.72	
Control Delay	49.8	27.5	35.0	69.0	23.7		49.0	28.6	6.4	49.0	37.0	
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	49.8	27.5	35.0	69.0	23.7		49.0	28.6	6.4	49.0	37.0	
LOS	D	C	C	E	C		D	C	A	D	D	
Approach Delay		32.5			32.6			37.2			39.2	
Approach LOS		C			C			D			D	
Queue Length 50th (ft)	24	119	167	142	250		152	86	0	65	136	
Queue Length 95th (ft)	57	166	#401	#281	326		#223	128	54	120	#194	
Internal Link Dist (ft)		752			896			1424			3409	
Turn Bay Length (ft)												
Base Capacity (vph)	119	1109	770	290	1501		878	1005	590	238	719	
Starvation Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Spillback Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Storage Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Reduced v/c Ratio	0.36	0.45	0.89	0.86	0.69		0.87	0.34	0.33	0.50	0.72	

Intersection Summary

Area Type: Other
Cycle Length: 90
Actuated Cycle Length: 85.5
Control Type: Actuated-Uncoordinated
Maximum v/c Ratio: 0.94 ? 7.7 D
Intersection Signal Delay: 34.9 — Intersection LOS: C
Intersection Capacity Utilization 75.5% — ICU Level of Service D
Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 2: Grant Line Rd & Corral Hollow Rd



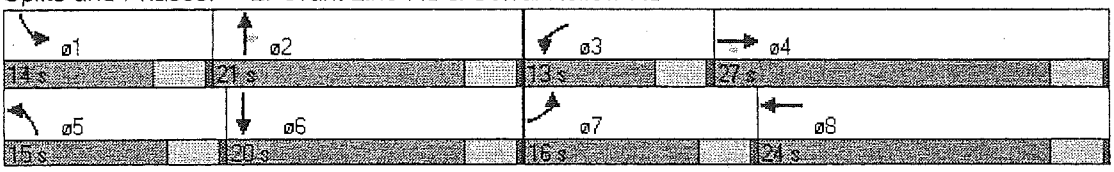
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Leading Detector (ft)	50	50	50	50	50		50	50	50	50	50	
Trailing Detector (ft)	0	0	0	0	0		0	0	0	0	0	
Turning Speed (mph)	15		9	15		9	15		9	15		9
Satd. Flow (prot)	1770	3539	1583	1770	3437	0	4990	3539	1583	1770	3479	0
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	3539	1583	1770	3437	0	4990	3539	1583	1770	3479	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			406		38				250		17	
Link Speed (mph)		40			40			45			45	
Link Distance (ft)		832			976			1504			3489	
Travel Time (s)		14.2			16.6			22.8			52.9	
Volume (vph)	120	800	700	180	460	110	630	360	230	150	310	40
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Lane Group Flow (vph)	130	870	761	196	620	0	685	391	250	163	380	0
Turn Type	Prot		Perm	Prot			Prot		Perm	Prot		
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases			4						2			
Total Split (s)	16.0	27.0	27.0	13.0	24.0	0.0	15.0	21.0	21.0	14.0	20.0	0.0
Act Effct Green (s)	10.1	23.0	23.0	9.0	24.1		11.0	17.4	17.4	9.6	16.0	
Actuated g/C Ratio	0.13	0.31	0.31	0.12	0.32		0.15	0.23	0.23	0.13	0.21	
v/c Ratio	0.56	0.80	0.99	0.92	0.55		0.94	0.48	0.45	0.72	0.50	
Control Delay	39.8	30.8	45.4	81.3	23.2		54.2	27.3	6.5	51.1	27.5	
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	
Total Delay	39.8	30.8	45.4	81.3	23.2		54.2	27.3	6.5	51.1	27.5	
LOS	D	C	D	F	C		D	C	A	D	C	
Approach Delay		37.8			37.1			37.3			34.6	
Approach LOS		D			D			D			C	
Queue Length 50th (ft)	57	194	186	92	122		113	83	0	74	78	
Queue Length 95th (ft)	107	263	#436	#211	181		#181	124	54	#158	120	
Internal Link Dist (ft)		752			896			1424			3409	
Turn Bay Length (ft)												
Base Capacity (vph)	270	1085	767	212	1130		732	823	560	235	756	
Starvation Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Spillback Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Storage Cap Reductn	0	0	0	0	0		0	0	0	0	0	
Reduced v/c Ratio	0.48	0.80	0.99	0.92	0.55		0.94	0.48	0.45	0.69	0.50	

Intersection Summary

Area Type: Other
Cycle Length: 75
Actuated Cycle Length: 75
Control Type: Actuated-Uncoordinated
Maximum v/c Ratio: 0.99
Intersection Signal Delay: 37.1 36.7 Intersection LOS: D
Intersection Capacity Utilization 73.2% ICU Level of Service D
Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

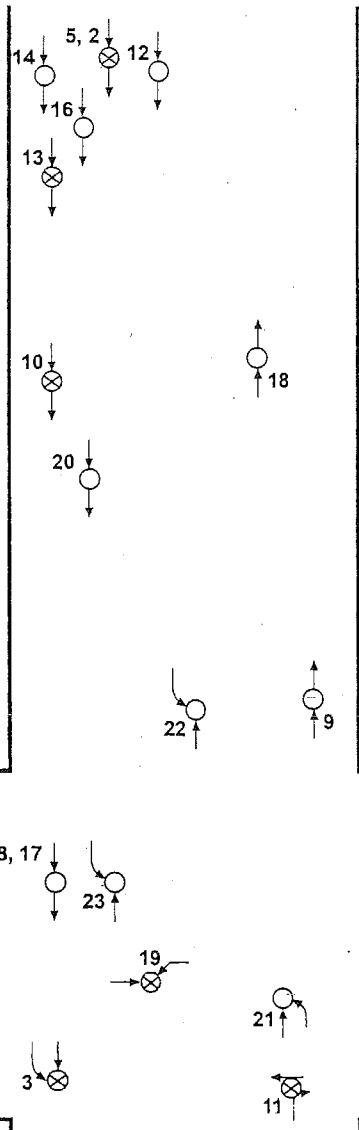
Splits and Phases: 2: Grant Line Rd & Corral Hollow Rd



Appendix C: Collision Diagrams

APPENDIX C - COLLISION DIAGRAMS

ACC	DATE	TIME
1	02/21/99	14:27 (L)
2	12/16/99	15:12 (L)
3	03/20/00	17:28 (L)
4	06/24/00	15:11 (L)
5	09/02/00	12:18 (L)
6	09/10/00	19:57 (D)
7	01/12/01	13:59 (L)
8	04/29/01	17:42 (L)
9	06/16/01	13:02 (L)
10	07/27/01	19:19 (L)
11	09/25/01	15:50 (L)
12	10/05/01	17:47 (L)
13	11/10/01	16:49 (L)
14	12/15/01	14:08 (L)
15	01/11/02	12:11 (L)
16	04/05/02	16:23 (L)
17	06/11/02	14:34 (L)
18	06/15/02	12:34 (L)
19	10/24/03	13:10 (L)
20	12/05/03	17:45 (L)
21	06/16/04	08:16 (L)
22	07/12/04	14:16 (L)
23	05/11/05	14:43 (L)



LEGEND:

- Right Angle
- Left Turn
- Rear-End
- Head-On
- Side Swipe, Rear-End
- Side Swipe, Head-On
- PED BIKE Pedestrian, Bicycle
- Backing
- (L) Daylight
- (D) Darkness
- Property Damage
- Fixed Object
- Injury
- Fatal
- Parked Car
- Out of Control

CITY OF TRACY

LOCATION:

Corral Hollow Road and Kavanagh Avenue

PERIOD COVERED:

2/21/99 to 5/11/05

DATE COMPILED: 9/21/06

North

TJKM

Collision Diagram 1

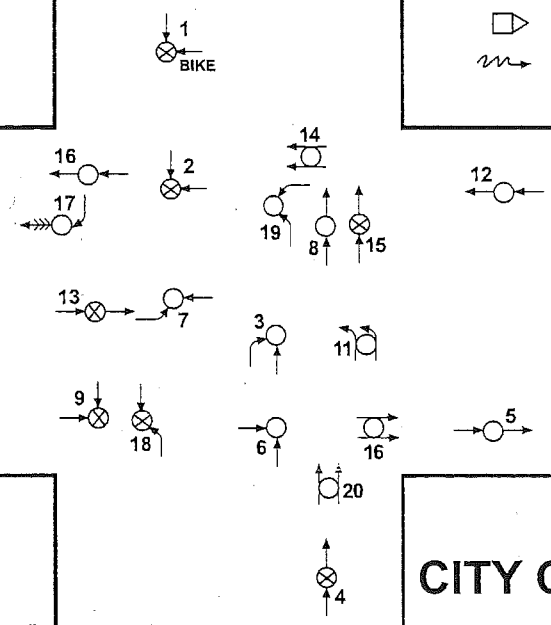
163-096 - 9/21/06 - SA

ACC	DATE	TIME
1	03/23/99	20:35 (D)
2	06/01/99	13:53 (L)
3	08/14/99	12:38 (L)
4	02/29/00	12:46 (L)
5 (dui)	04/09/00	19:36 (L)
6	04/22/00	06:47 (L)
7	06/04/00	12:06 (L)
8	10/07/00	16:40 (L)
9	11/14/00	20:26 (D)
10	11/21/00	07:24 (L)
11	01/02/01	20:03 (D)
12	02/27/01	07:17 (L)
13	03/30/01	08:50 (L)
14	03/31/01	15:50 (L)
15	04/27/01	16:15 (L)
16	12/04/01	10:52 (L)
17	04/17/02	17:05 (L)
18	04/18/02	11:56 (L)
19	05/14/02	21:53 (D)
20	09/13/02	17:20 (L)

(dui) = driving under influence

LEGEND:

- Right Angle
- Left Turn
- Rear-End
- Head-On
- Side Swipe, Rear-End
- Side Swipe, Head-On
- PED BIKE Pedestrian, Bicycle
- Backing
- (L) Daylight
- (D) Darkness
- Property Damage
- Fixed Object
- Injury
- Fatal
- Parked Car
- Out of Control



Grant Line Road

Corral Hollow Road

CITY OF TRACY

LOCATION:

Corral Hollow Road and Grant Line Road

PERIOD COVERED:

3/23/99 to 9/13/02

DATE COMPILED: 9/21/06

North

TJKM

Collision Diagram 2

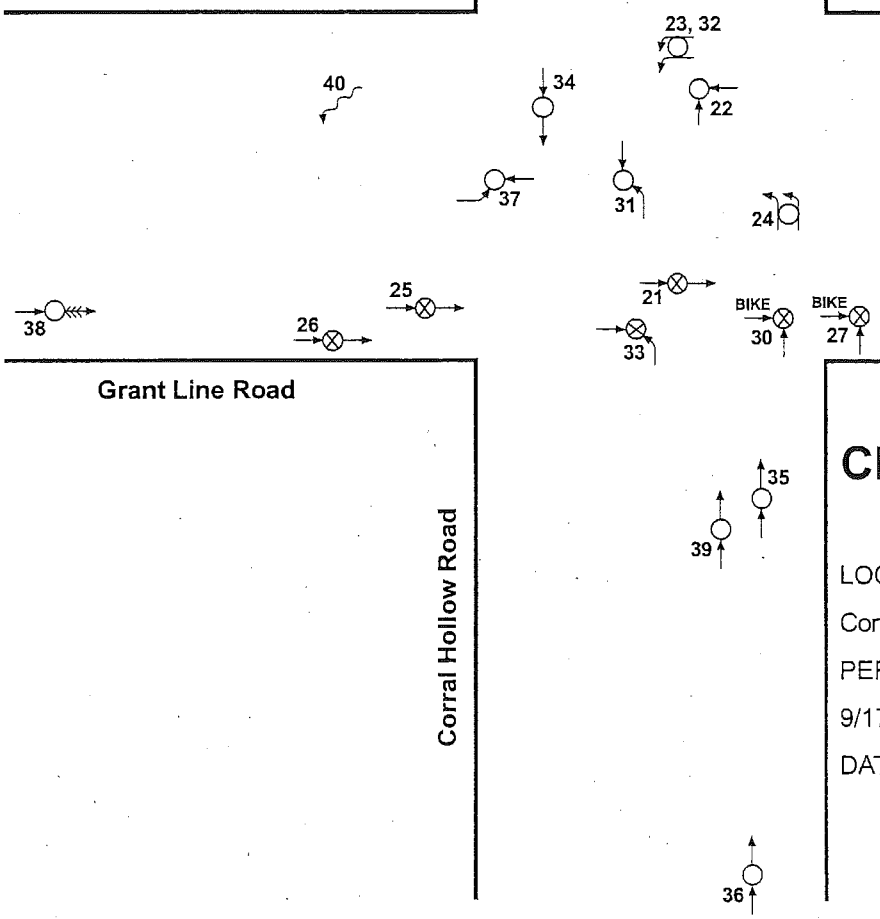
163-096 - 9/21/06 - SA

ACC	DATE	TIME
21	09/17/02	12:56 (L)
22	09/12/03	11:45 (L)
23	09/23/03	18:55 (L)
24	10/06/03	11:31 (L)
25	10/06/03	11:40 (L)
26	10/31/03	21:40 (D)
27	12/10/03	17:29 (D)
28	03/08/04	20:02 (D)
29	03/26/04	16:19 (L)
30	04/30/04	16:47 (L)
31	06/24/04	19:08 (L)
32	11/01/04	18:04 (D)
33	11/19/04	00:29 (D)
34	12/16/04	18:28 (D)
35	12/27/04	20:19 (D)
36	01/18/05	07:08 (L)
37	05/30/05	19:35 (L)
38	06/30/05	14:58 (L)
39	07/22/05	13:49 (L)
40 (o)	08/29/05	06:36 (L)

(o) = overturn

LEGEND:

- Right Angle
- Left Turn
- Rear-End
- Head-On
- Side Swipe, Rear-End
- Side Swipe, Head-On
- PED BIKE Pedestrian, Bicycle
- Backing
- (L) Daylight
- (D) Darkness
- Property Damage
- Fixed Object
- Injury
- Fatal
- Parked Car
- Out of Control



CITY OF TRACY

LOCATION:

Corral Hollow Road and Grant Line Road

PERIOD COVERED:

9/17/02 to 8/29/05

DATE COMPILED: 9/21/06

North

TJKM

Collision Diagram 2 cont.

163-096 - 9/21/06 - SA

Appendix D: 2025 plus Project Level of Service Worksheets

APPENDIX D – 2025 PLUS PROJECT LEVEL OF SERVICE WORKSHEETS

1: Kavanagu Ave & Corral Hollow Rd Kavanagh Preceise Plan Line AM Pk Hr - 2025 + Project
Lanes, Volumes, Timings 10/31/2006

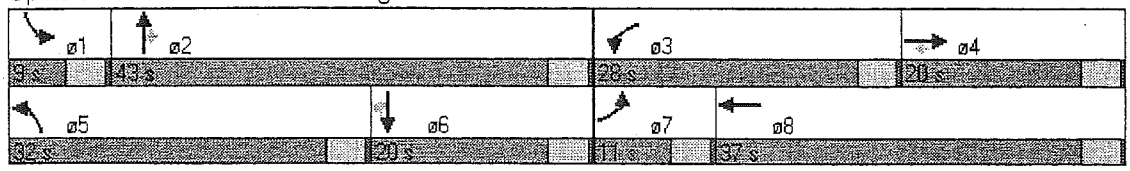
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Leading Detector (ft)	50	50	50	50	50		50	50	50	50	50	50
Trailing Detector (ft)	0	0	0	0	0		0	0	0	0	0	0
Turning Speed (mph)	15		9	15		9	15		9	15		9
Satd. Flow (prot)	1770	1863	1583	1770	1827	0	1770	3539	1583	1770	3539	1583
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	1863	1583	1770	1827	0	1770	3539	1583	1770	3539	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			58		8				246			264
Link Speed (mph)		30			30			45			45	
Link Distance (ft)		618			691			3489			799	
Travel Time (s)		14.0			15.7			52.9			12.1	
Volume (vph)	102	122	53	391	397	56	457	286	226	23	352	338
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Lane Group Flow (vph)	111	133	58	425	493	0	497	311	246	25	383	367
Turn Type	Prot		Perm	Prot			Prot		Perm	Prot		Perm
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases			4						2			6
Total Split (s)	11.0	20.0	20.0	28.0	37.0	0.0	32.0	43.0	43.0	9.0	20.0	20.0
Act Effct Green (s)	7.0	12.6	12.6	24.1	29.7		28.1	43.0	43.0	5.0	14.3	14.3
Actuated g/C Ratio	0.07	0.13	0.13	0.25	0.31		0.30	0.45	0.45	0.05	0.15	0.15
v/c Ratio	0.85	0.54	0.22	0.95	0.86		0.95	0.19	0.29	0.28	0.72	0.79
Control Delay	93.3	47.1	12.4	68.9	46.5		64.3	17.5	3.7	54.9	47.3	25.8
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	93.3	47.1	12.4	68.9	46.5		64.3	17.5	3.7	54.9	47.3	25.8
LOS	F	D	B	E	D		E	B	A	D	D	C
Approach Delay		57.4			56.9			36.3			37.3	
Approach LOS		E			E			D			D	
Queue Length 50th (ft)	71	78	0	267	281		311	55	0	15	120	59
Queue Length 95th (ft)	#176	137	35	#470	#447		#530	100	47	43	173	#197
Internal Link Dist (ft)		538			611			3409			719	
Turn Bay Length (ft)												
Base Capacity (vph)	131	303	306	448	618		523	1599	850	88	586	483
Starvation Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Reduced v/c Ratio	0.85	0.44	0.19	0.95	0.80		0.95	0.19	0.29	0.28	0.65	0.76

Intersection Summary

Area Type: Other
Cycle Length: 100
Actuated Cycle Length: 95.2
Control Type: Actuated-Uncoordinated
Maximum v/c Ratio: 0.95
Intersection Signal Delay: 44.9 Intersection LOS: D
Intersection Capacity Utilization 80.5% ICU Level of Service D
Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 1: Kavanagu Ave & Corral Hollow Rd



2: Grant Line Rd & Corral Hollow Rd Kavanagh Preceise Plan Line AM Pk Hr - 2025 + Project
Lanes, Volumes, Timings 10/31/2006

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Leading Detector (ft)	50	50	50	50	50	50	50	50	50	50	50	50
Trailing Detector (ft)	0	0	0	0	0	0	0	0	0	0	0	0
Turning Speed (mph)	15		9	15		9	15		9	15		9
Satd. Flow (prot)	1770	5085	1583	1770	5085	1583	4990	3539	1583	3433	3539	1583
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	5085	1583	1770	5085	1583	4990	3539	1583	3433	3539	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			62			168			45			3
Link Speed (mph)		40			40			45			45	
Link Distance (ft)		832			976			1504			3489	
Travel Time (s)		14.2			16.6			22.8			52.9	
Volume (vph)	190	750	710	310	1250	240	860	380	270	170	520	210
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Lane Group Flow (vph)	207	815	772	337	1359	261	935	413	293	185	565	228
Turn Type	Prot		pm+ov	Prot		pm+ov	Prot		pm+ov	Prot		pm+ov
Protected Phases	7	4	5	3	8	1	5	2	3	1	6	7
Permitted Phases			4			8			2			6
Total Split (s)	15.0	22.0	26.0	22.0	29.0	14.0	26.0	32.0	22.0	14.0	20.0	15.0
Act Effct Green (s)	11.0	18.0	44.0	18.0	25.0	38.3	22.0	28.7	50.7	9.3	16.0	31.0
Actuated g/C Ratio	0.12	0.20	0.49	0.20	0.28	0.43	0.24	0.32	0.56	0.10	0.18	0.34
v/c Ratio	0.96	0.80	0.96	0.95	0.96	0.34	0.77	0.37	0.32	0.52	0.90	0.42
Control Delay	93.2	41.3	45.1	74.8	49.4	7.5	36.5	25.0	10.0	43.7	55.4	25.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	93.2	41.3	45.1	74.8	49.4	7.5	36.5	25.0	10.0	43.7	55.4	25.2
LOS	F	D	D	E	D	A	D	C	B	D	E	C
Approach Delay		48.9			48.2			28.9			46.1	
Approach LOS		D			D			C			D	
Queue Length 50th (ft)	119	163	380	191	278	31	175	95	70	52	167	97
Queue Length 95th (ft)	#254	209	#644	#356	#377	81	222	136	120	85	#262	162
Internal Link Dist (ft)		752			896			1424			3409	
Turn Bay Length (ft)												
Base Capacity (vph)	216	1017	806	354	1413	752	1220	1129	912	378	629	547
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.96	0.80	0.96	0.95	0.96	0.35	0.77	0.37	0.32	0.49	0.90	0.42

Intersection Summary

Area Type: Other

Cycle Length: 90

Actuated Cycle Length: 90

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.96

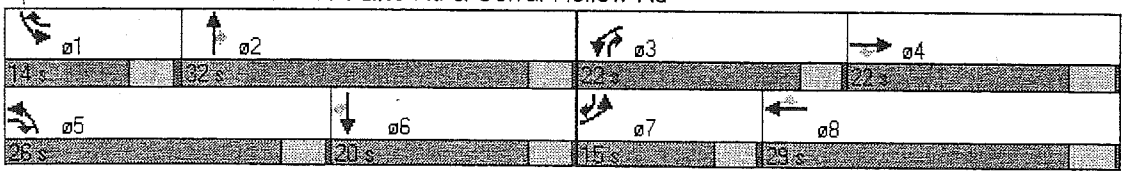
Intersection Signal Delay: 43.1 Intersection LOS: D

Intersection Capacity Utilization 85.5% ICU Level of Service E

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 2: Grant Line Rd & Corral Hollow Rd



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Lanes, Volumes, Timings 10/31/2006

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Leading Detector (ft)	50	50	50	50	50		50	50	50	50	50	50
Trailing Detector (ft)	0	0	0	0	0		0	0	0	0	0	0
Turning Speed (mph)	15		9	15		9	15		9	15		9
Satd. Flow (prot)	1770	1863	1583	1770	1827	0	1770	3539	1583	1770	3539	1583
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	1863	1583	1770	1827	0	1770	3539	1583	1770	3539	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			58		8				246			264
Link Speed (mph)		30			30			45			45	
Link Distance (ft)		618			691			3489			799	
Travel Time (s)		14.0			15.7			52.9			12.1	
Volume (vph)	102	122	53	391	397	56	457	286	226	23	352	338
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Lane Group Flow (vph)	111	133	58	425	493	0	497	311	246	25	383	367
Turn Type	Prot		Perm	Prot			Prot		Perm	Prot		Perm
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases			4						2			6
Total Split (s)	11.0	20.0	20.0	28.0	37.0	0.0	32.0	43.0	43.0	9.0	20.0	20.0
Act Effct Green (s)	7.0	12.6	12.6	24.1	29.7		28.1	43.0	43.0	5.0	14.3	14.3
Actuated g/C Ratio	0.07	0.13	0.13	0.25	0.31		0.30	0.45	0.45	0.05	0.15	0.15
v/c Ratio	0.85	0.54	0.22	0.95	0.86		0.95	0.19	0.29	0.28	0.72	0.79
Control Delay	93.3	47.1	12.4	68.9	46.5		64.3	17.5	3.7	54.9	47.3	25.8
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	93.3	47.1	12.4	68.9	46.5		64.3	17.5	3.7	54.9	47.3	25.8
LOS	F	D	B	E	D		E	B	A	D	D	C
Approach Delay		57.4			56.9			36.3			37.3	
Approach LOS		E			E			D			D	
Queue Length 50th (ft)	71	78	0	267	281		311	55	0	15	120	59
Queue Length 95th (ft)	#176	137	35	#470	#447		#530	100	47	43	173	#197
Internal Link Dist (ft)		538			611			3409			719	
Turn Bay Length (ft)												
Base Capacity (vph)	131	303	306	448	618		523	1599	850	88	586	483
Starvation Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Reduced v/c Ratio	0.85	0.44	0.19	0.95	0.80		0.95	0.19	0.29	0.28	0.65	0.76

Intersection Summary

Area Type: Other

Cycle Length: 100

Actuated Cycle Length: 95.2

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.95

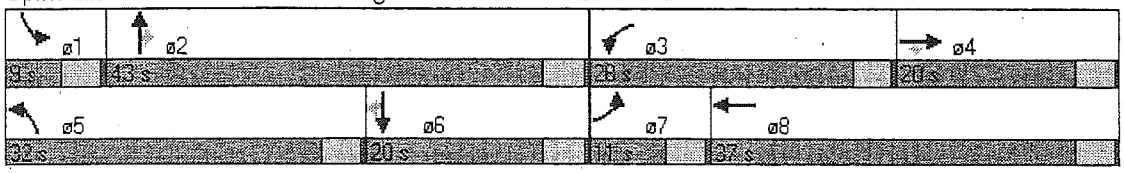
Intersection Signal Delay: 44.9 Intersection LOS: D

Intersection Capacity Utilization 80.5% ICU Level of Service D

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 1: Kavanagu Ave & Corral Hollow Rd



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Lanes, Volumes, Timings 10/31/2006

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Leading Detector (ft)	50	50	50	50	50	50	50	50	50	50	50	50
Trailing Detector (ft)	0	0	0	0	0	0	0	0	0	0	0	0
Turning Speed (mph)	15		9	15		9	15		9	15		9
Satd. Flow (prot)	1770	5085	1583	1770	5085	1583	4990	3539	1583	3433	3539	1583
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	5085	1583	1770	5085	1583	4990	3539	1583	3433	3539	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			62			168			45			3
Link Speed (mph)		40			40			45			45	
Link Distance (ft)		832			976			1504			3489	
Travel Time (s)		14.2			16.6			22.8			52.9	
Volume (vph)	190	750	710	310	1250	240	860	380	270	170	520	210
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Lane Group Flow (vph)	207	815	772	337	1359	261	935	413	293	185	565	228
Turn Type	Prot		pm+ov	Prot		pm+ov	Prot		pm+ov	Prot		pm+ov
Protected Phases	7	4	5	3	8	1	5	2	3	1	6	7
Permitted Phases			4			8			2			6
Total Split (s)	15.0	22.0	26.0	22.0	29.0	14.0	26.0	32.0	22.0	14.0	20.0	15.0
Act Effct Green (s)	11.0	18.0	44.0	18.0	25.0	38.3	22.0	28.7	50.7	9.3	16.0	31.0
Actuated g/C Ratio	0.12	0.20	0.49	0.20	0.28	0.43	0.24	0.32	0.56	0.10	0.18	0.34
v/c Ratio	0.96	0.80	0.96	0.95	0.96	0.34	0.77	0.37	0.32	0.52	0.90	0.42
Control Delay	93.2	41.3	45.1	74.8	49.4	7.5	36.5	25.0	10.0	43.7	55.4	25.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	93.2	41.3	45.1	74.8	49.4	7.5	36.5	25.0	10.0	43.7	55.4	25.2
LOS	F	D	D	E	D	A	D	C	B	D	E	C
Approach Delay		48.9			48.2			28.9			46.1	
Approach LOS		D			D			C			D	
Queue Length 50th (ft)	119	163	380	191	278	31	175	95	70	52	167	97
Queue Length 95th (ft)	#254	209	#644	#356	#377	81	222	136	120	85	#262	162
Internal Link Dist (ft)		752			896			1424			3409	
Turn Bay Length (ft)												
Base Capacity (vph)	216	1017	806	354	1413	752	1220	1129	912	378	629	547
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.96	0.80	0.96	0.95	0.96	0.35	0.77	0.37	0.32	0.49	0.90	0.42

Intersection Summary

Area Type: Other

Cycle Length: 90

Actuated Cycle Length: 90

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.96

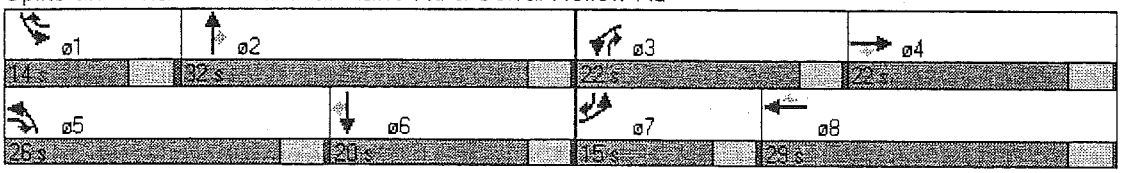
Intersection Signal Delay: 43.1 Intersection LOS: D

Intersection Capacity Utilization 85.5% ICU Level of Service E

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 2: Grant Line Rd & Corral Hollow Rd



1: Kavanagu Ave & Corral Hollow Rd Kavanagh Preceise Plan Line PM Pk Hr - 2025 + Project
Lanes, Volumes, Timings 10/31/2006

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Leading Detector (ft)	50	50	50	50	50		50	50	50	50	50	50
Trailing Detector (ft)	0	0	0	0	0		0	0	0	0	0	0
Turning Speed (mph)	15		9	15		9	15		9	15		9
Satd. Flow (prot)	1770	1863	1583	1770	1691	0	1770	3539	1583	1770	3539	1583
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	1863	1583	1770	1691	0	1770	3539	1583	1770	3539	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			235		90				275			58
Link Speed (mph)		30			30			45			45	
Link Distance (ft)		618			691			3489			799	
Travel Time (s)		14.0			15.7			52.9			12.1	
Volume (vph)	443	532	230	137	63	100	72	606	253	97	660	53
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Lane Group Flow (vph)	482	578	250	149	177	0	78	659	275	105	717	58
Turn Type	Prot		Perm	Prot			Prot		Perm	Prot		Perm
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases			4						2			6
Total Split (s)	28.0	35.0	35.0	13.0	20.0	0.0	9.0	22.0	22.0	10.0	23.0	23.0
Act Effct Green (s)	22.2	26.1	26.1	8.7	12.5		5.5	16.9	16.9	6.5	17.6	17.6
Actuated g/C Ratio	0.32	0.38	0.38	0.12	0.18		0.08	0.25	0.25	0.09	0.26	0.26
v/c Ratio	0.84	0.82	0.33	0.68	0.47		0.57	0.75	0.46	0.64	0.79	0.13
Control Delay	40.8	32.1	4.5	51.9	19.9		55.0	33.7	6.6	57.0	34.3	8.1
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	40.8	32.1	4.5	51.9	19.9		55.0	33.7	6.6	57.0	34.3	8.1
LOS	D	C	A	D	B		D	C	A	E	C	A
Approach Delay		30.0			34.5			28.0			35.3	
Approach LOS		C			C			C			D	
Queue Length 50th (ft)	228	250	5	73	37		39	164	0	52	179	0
Queue Length 95th (ft)	#408	#420	48	#165	94		#108	#250	58	#137	#272	28
Internal Link Dist (ft)		538			611			3409			719	
Turn Bay Length (ft)												
Base Capacity (vph)	641	819	827	240	453		138	991	641	164	1037	505
Starvation Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0		0	0	0	0	0	0
Reduced v/c Ratio	0.75	0.71	0.30	0.62	0.39		0.57	0.66	0.43	0.64	0.69	0.11

Intersection Summary

Area Type: Other

Cycle Length: 80

Actuated Cycle Length: 68.5

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.84

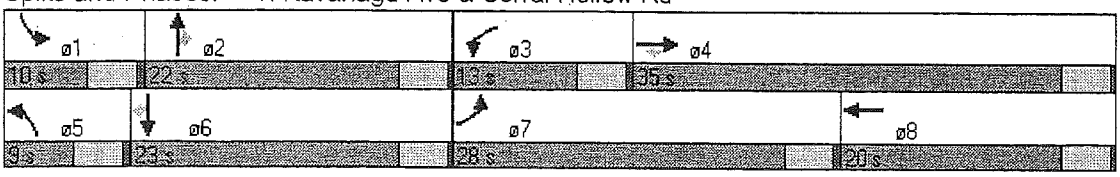
Intersection Signal Delay: 31.2 Intersection LOS: C

Intersection Capacity Utilization 71.2% ICU Level of Service C

Analysis Period (min) 15

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 1: Kavanagu Ave & Corral Hollow Rd



2: Grant Line Rd & Corral Hollow Rd Kavanagh Preceise Plan Line PM Pk Hr - 2025 + Project
Lanes, Volumes, Timings 10/31/2006

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Leading Detector (ft)	50	50	50	50	50	50	50	50	50	50	50	50
Trailing Detector (ft)	0	0	0	0	0	0	0	0	0	0	0	0
Turning Speed (mph)	15		9	15		9	15		9	15		9
Satd. Flow (prot)	1770	5085	1583	1770	5085	1583	4990	3539	1583	3433	3539	1583
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	5085	1583	1770	5085	1583	4990	3539	1583	3433	3539	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			349			147			14			34
Link Speed (mph)		40			40			45			45	
Link Distance (ft)		832			976			1504			3489	
Travel Time (s)		14.2			16.6			22.8			52.9	
Volume (vph)	210	1250	860	270	750	170	710	520	310	240	380	190
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Lane Group Flow (vph)	228	1359	935	293	815	185	772	565	337	261	413	207
Turn Type	Prot		Prot	Prot		pm+ov	Prot		pm+ov	Prot		pm+ov
Protected Phases	7	4	4	3	8	1	5	2	3	1	6	7
Permitted Phases						8			2			6
Total Split (s)	27.0	47.0	47.0	22.0	42.0	15.0	21.0	26.0	22.0	15.0	20.0	27.0
Act Effct Green (s)	18.7	43.0	43.0	18.0	42.3	57.1	17.0	22.2	44.2	10.8	16.0	38.7
Actuated g/C Ratio	0.17	0.39	0.39	0.16	0.38	0.52	0.15	0.20	0.40	0.10	0.15	0.35
v/c Ratio	0.76	0.68	1.13	1.01	0.42	0.21	1.00	0.79	0.52	0.77	0.80	0.36
Control Delay	59.3	30.0	93.2	102.2	26.3	4.8	79.7	51.0	27.5	64.5	58.4	23.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	59.3	30.0	93.2	102.2	26.3	4.8	79.7	51.0	27.5	64.5	58.4	23.0
LOS	E	C	F	F	C	A	E	D	C	E	E	C
Approach Delay		56.1			40.4			59.5			51.9	
Approach LOS		E			D			E			D	
Queue Length 50th (ft)	154	287	~605	~213	153	13	~196	201	170	93	150	88
Queue Length 95th (ft)	231	341	#854	#389	202	52	#284	#267	261	#152	#222	142
Internal Link Dist (ft)		752			896			1424			3409	
Turn Bay Length (ft)												
Base Capacity (vph)	357	1988	831	290	1955	883	771	713	644	343	515	617
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.64	0.68	1.13	1.01	0.42	0.21	1.00	0.79	0.52	0.76	0.80	0.34

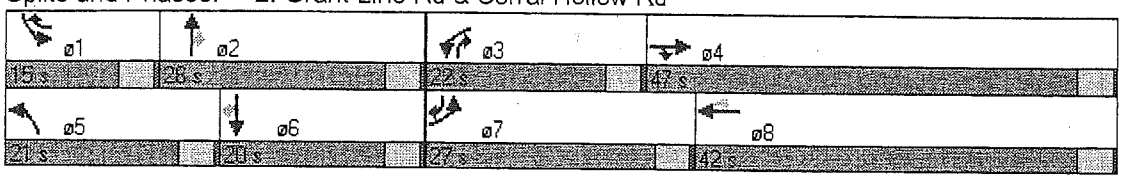
Intersection Summary

Area Type: Other
Cycle Length: 110
Actuated Cycle Length: 110
Control Type: Actuated-Uncoordinated
Maximum v/c Ratio: 1.13
Intersection Signal Delay: 53.2 Intersection LOS: D
Intersection Capacity Utilization 88.7% ICU Level of Service E
Analysis Period (min) 15

~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.

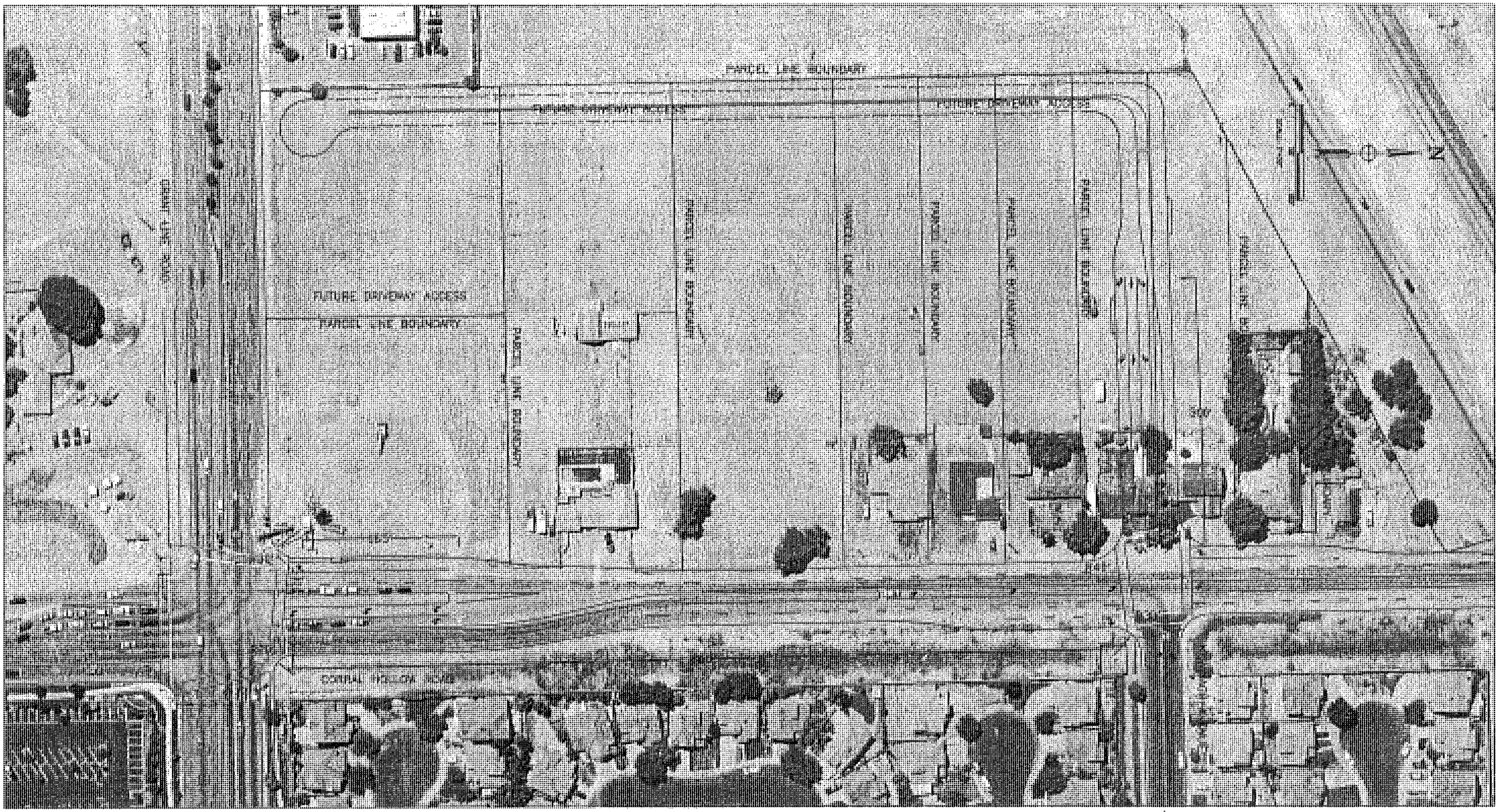
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 2: Grant Line Rd & Corral Hollow Rd



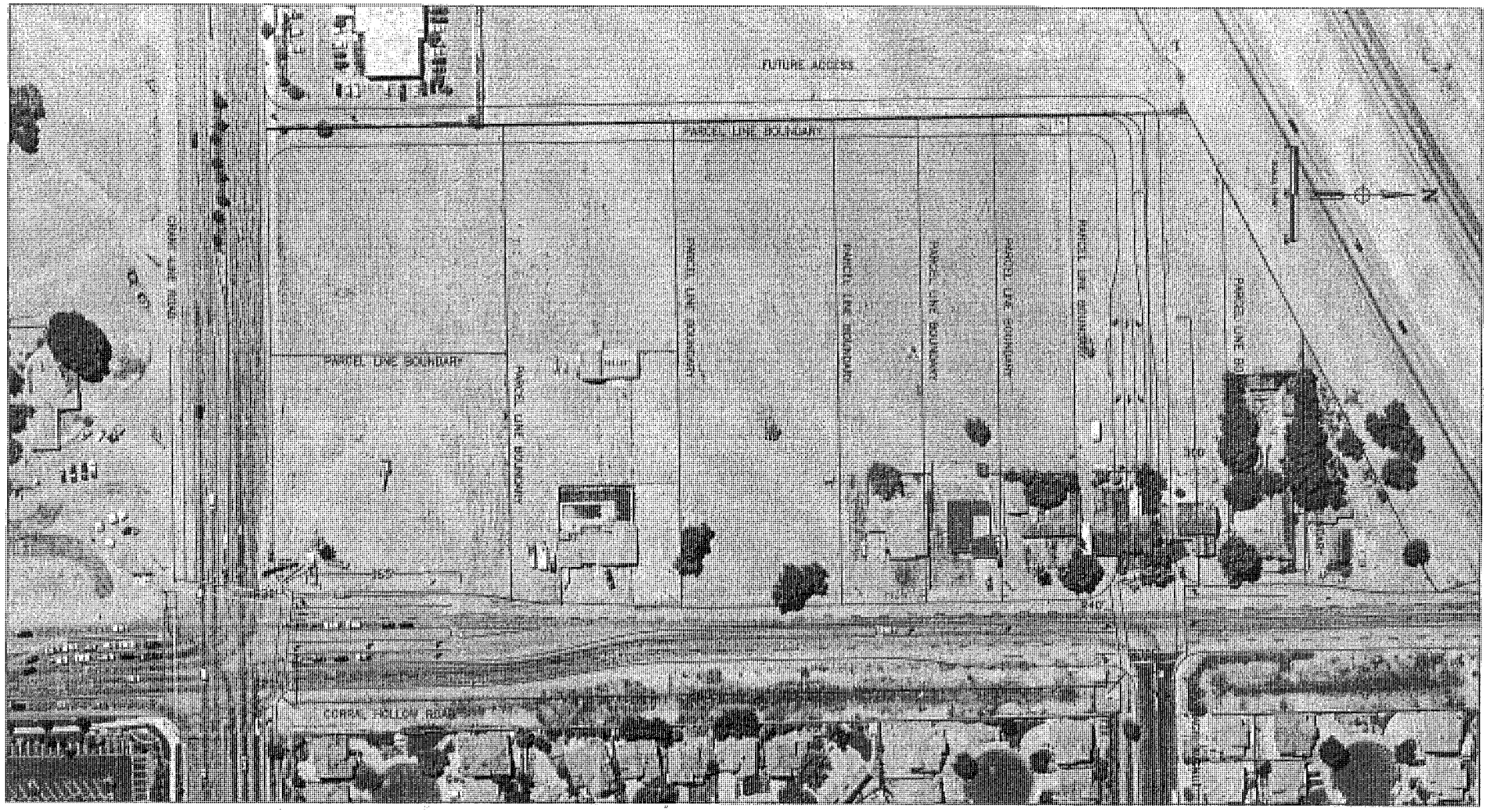
Appendix E: Precise Plan Line Alternatives

APPENDIX E – PRECISE PLAN LINE DRAWING



PRECISE PLAN REVIEW

TJKM Transportation Consultants 5960 Inglewood Drive, Suite 100 Pleasanton, CA 94588 Phone:(925)463-0611 Fax:(925)463-3690 email: tjkm@tjkm.com	CITY OF TRACY KAVANAGH AVENUE/GRANT LINE ROAD BACKAGE ROAD ALTERNATIVE		
DESIGNED: CT/SA	DRAWING NO. 163-198		SHEET OF —
DRAWN: SA			
CHECKED: CT	DATE: 5-3-07	SCALE: 1"=50'	PROJECT NO. 163-098



PRECISE PLAN REVIEW

ALTERNATIVE 4

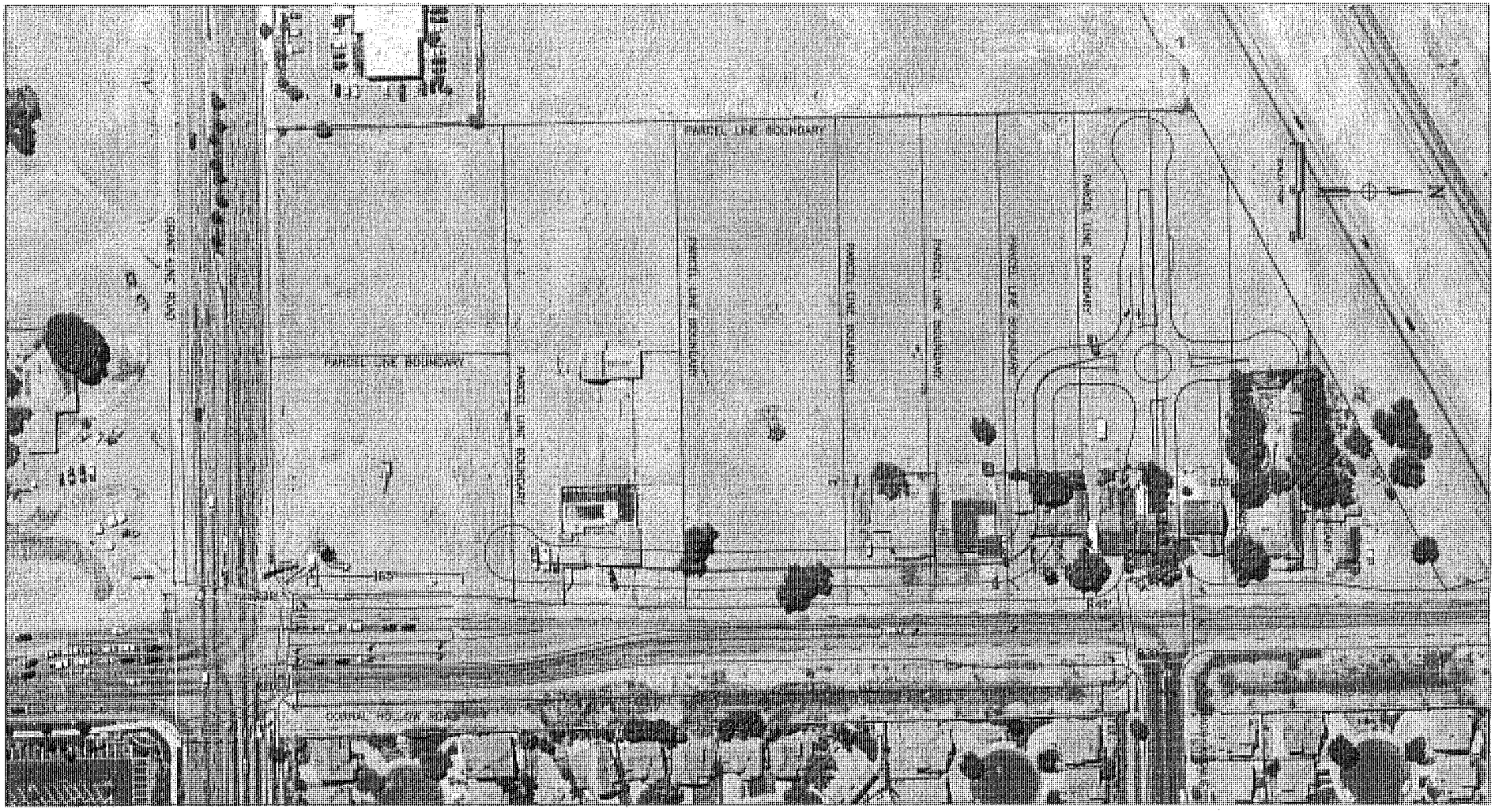
TJKM Transportation Consultants
5960 Inglewood Drive, Suite 100
Pleasanton, CA 94588
Phone:(925)463-0611 Fax:(925)463-3690
email: tjkm@tjkm.com

CITY OF TRACY

KAVANAGH AVENUE/GRANT LINE ROAD

BACKAGE ROAD ALTERNATIVE

DESIGNED: CT/SA			
DRAWN: SA	DRAWING NO. 163-098	SHEET	OF —
CHECKED: CT	DATE: 5-11-10	SCALE: 1"=50'	PROJECT NO. 163-098



PRECISE PLAN REVIEW

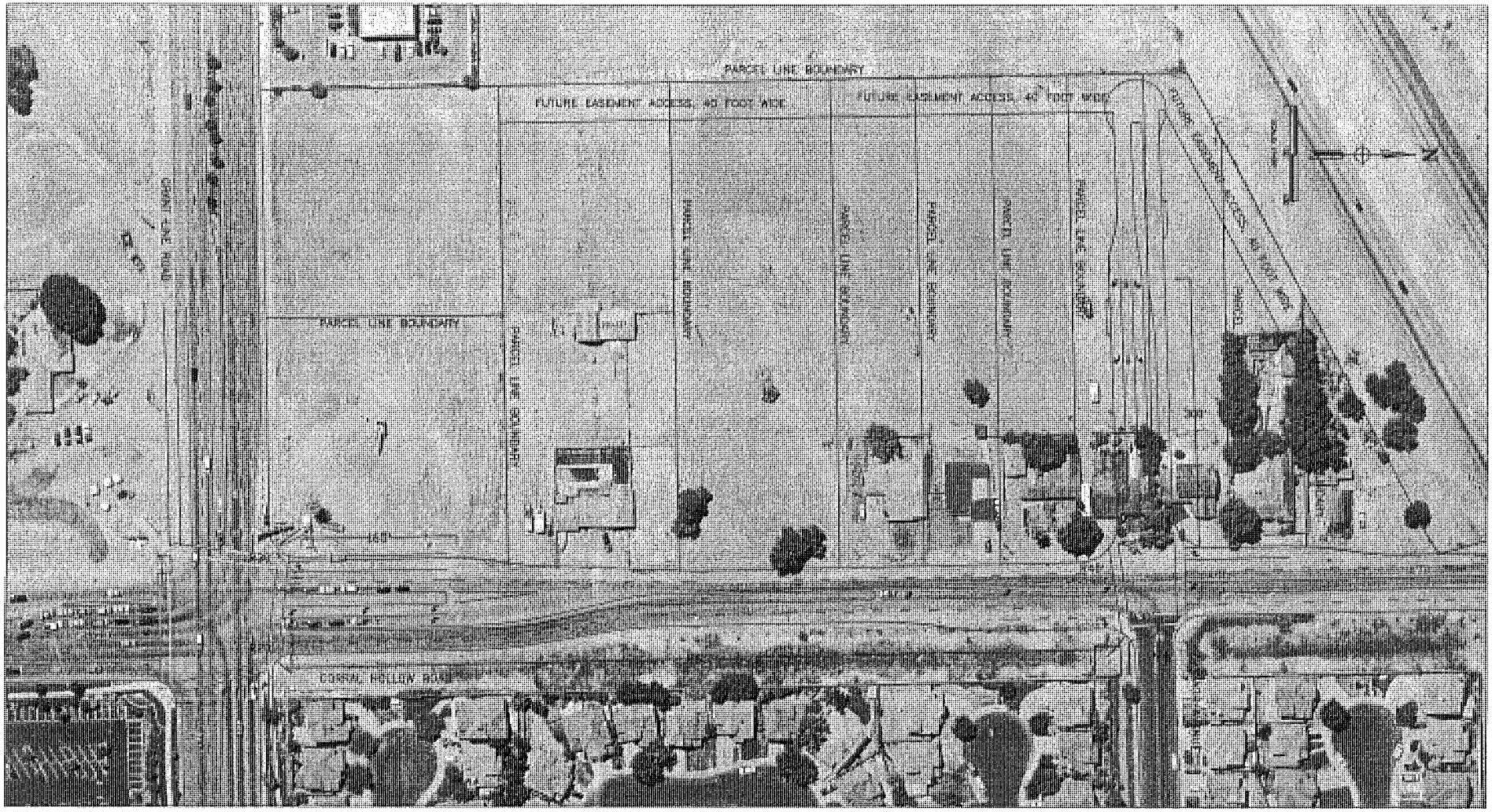
TJKM Transportation Consultants
5960 Inglewood Drive, Suite 100
Pleasanton, CA 94588
Phone:(925)463-0611 Fax:(925)463-3690
email: tjkm@tjkm.com

CITY OF TRACY

KAVANAGH AVENUE/GRANT LINE ROAD

FRONTAGE ROAD ALTERNATIVE

DESIGNED: CT/SA			
DRAWN: SA	DRAWING NO. 163-098	SHEET	OF —
CHECKED: CT	DATE: 4-27-10 SCALE: 1"=50'		PROJECT NO. 163-098



PRECISE PLAN

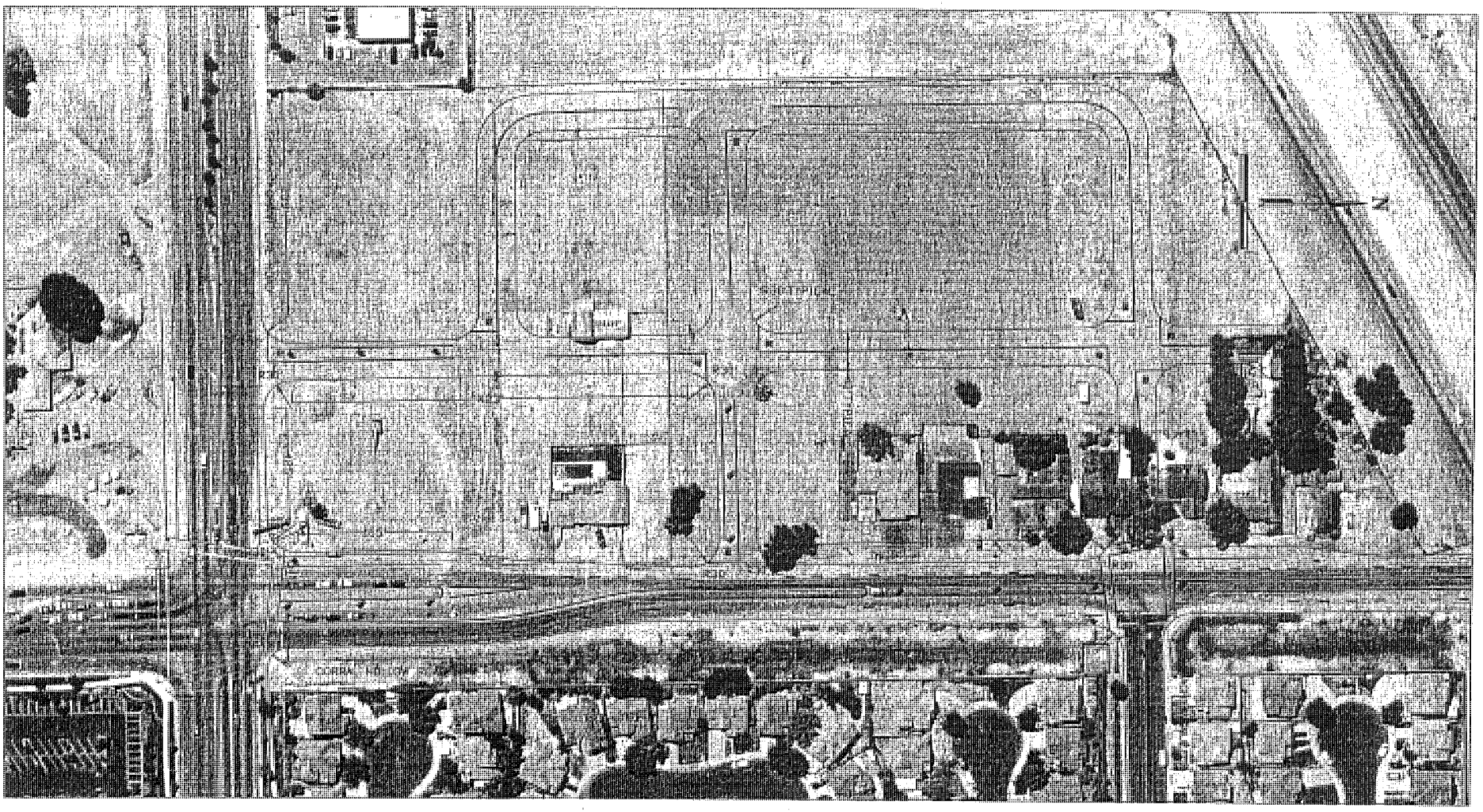
TJKM Transportation Consultants
5960 Inglewood Drive, Suite 100
Pleasanton, CA 94588
Phone:(925)463-0611 Fax:(925)463-3690
email: tjkm@tjkm.com

CITY OF TRACY

KAVANAGH AVENUE/GRANT LINE ROAD

RECOMMENDED OPTION

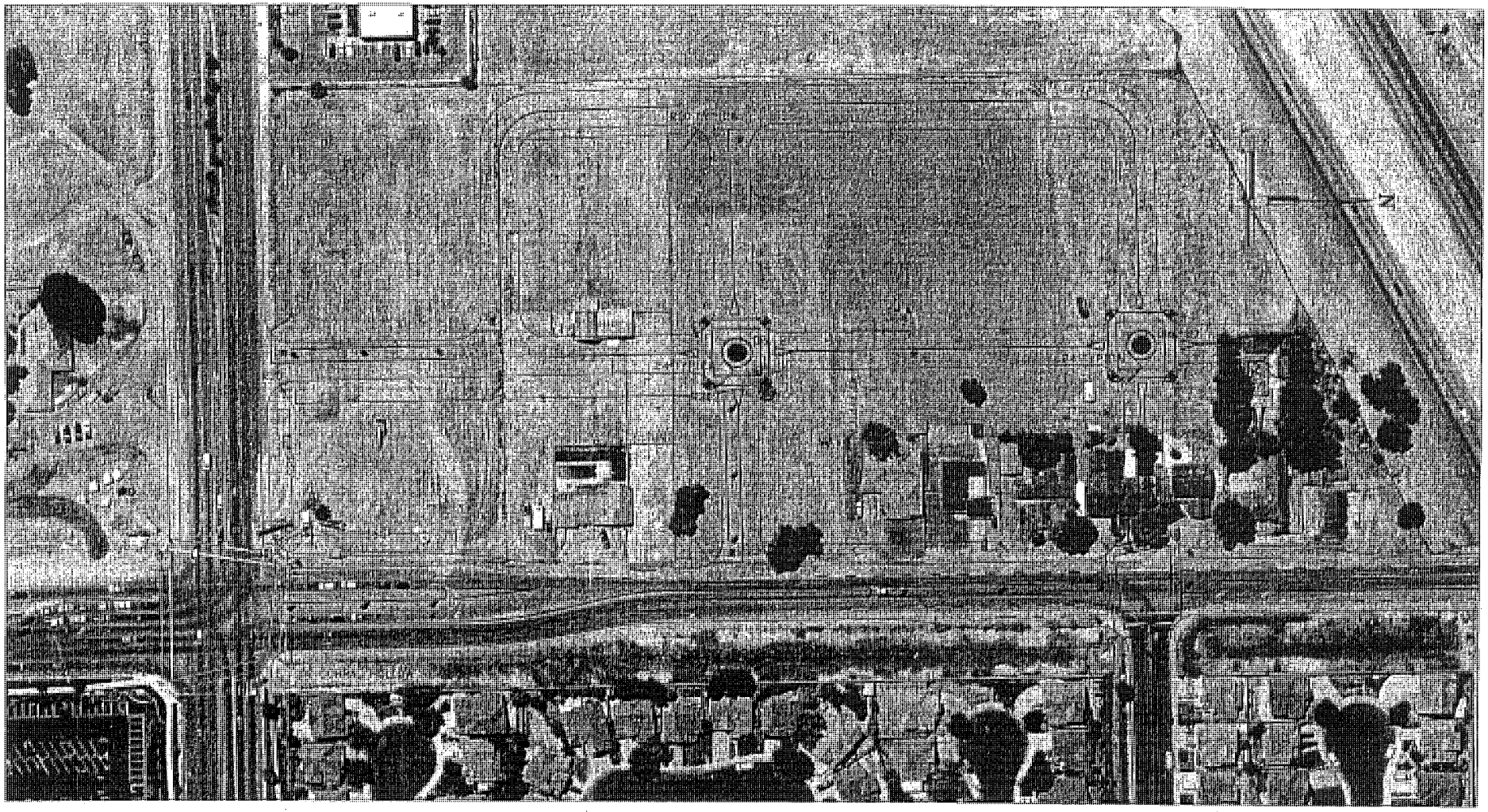
DESIGNED: CT/SA			
DRAWN: SA	DRAWING NO: 163-198	SHEET	OF —
CHECKED: CT	DATE: 8-20-10	SCALE: 1"=50'	PROJECT NO: 163-098



PRECISE PLAN
REVIEW 11-20-06

TJKM Transportation Consultants
5960 Inglewood Drive, Suite 100
Pleasanton, CA 94588
Phone:(925)463-0611 Fax:(925)463-3690
email: tjkm@tjkm.com

DESIGNED: CT/SA	CITY OF TRACY
DRAWN: SA	KAVANAGH AVENUE
CHECKED: CT	PRECISE PLAN
DRAWING NO. 163-096PP	SHEET PP1 OF –
DATE: 11-20-06	SCALE: 1"=50'
PROJECT NO. 163-096	



PRECISE PLAN
REVIEW 11-20-06

TJKM Transportation Consultants
5960 Inglewood Drive, Suite 100
Pleasanton, CA 94588
Phone:(925)463-0611 Fax:(925)463-3690
email: tjkm@tjkm.com

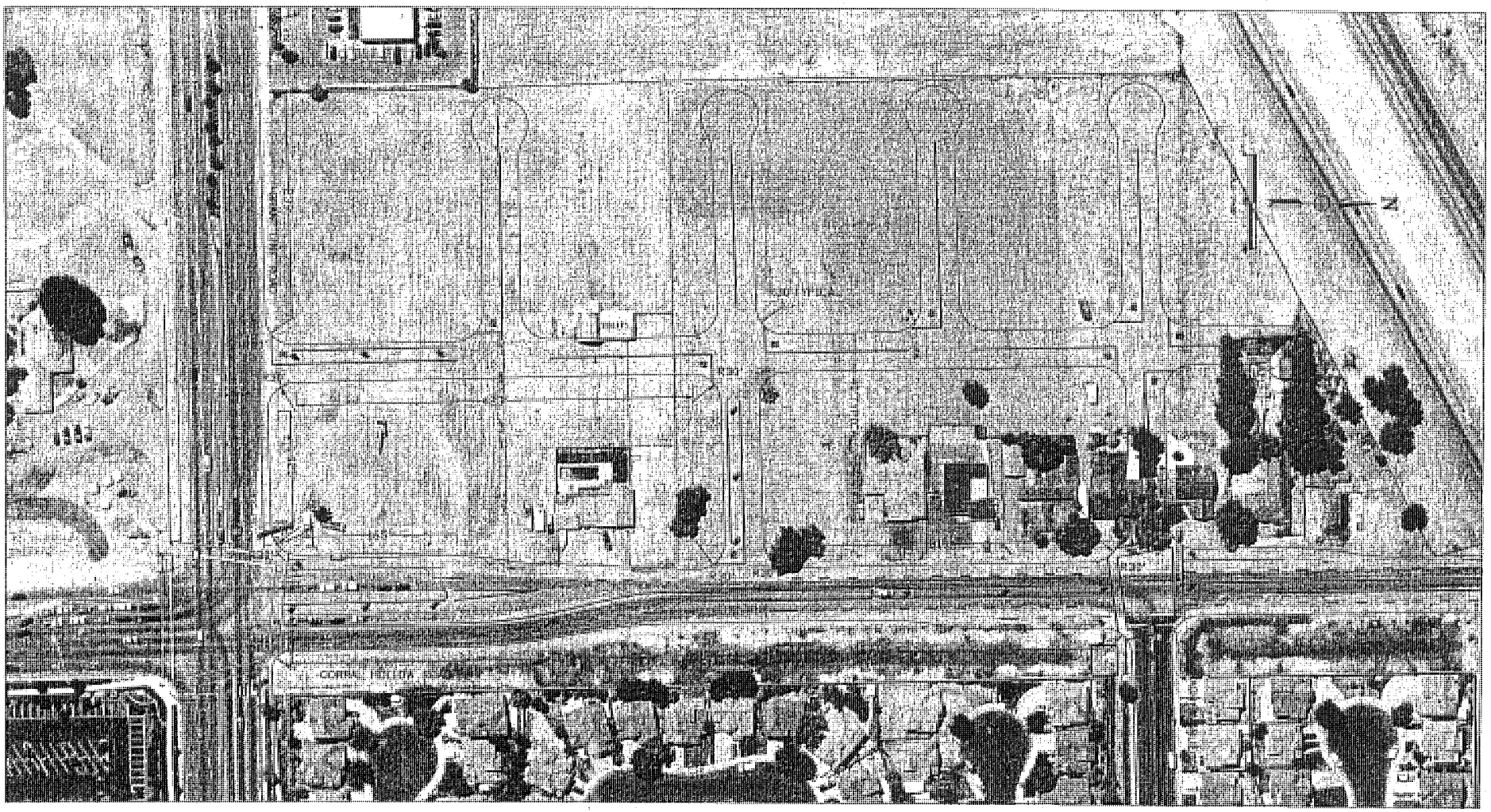
DESIGNED: CT/SA	
DRAWN: SA	
CHECKED: CT	

CITY OF TRACY

KAVANAGH OPTION 1

PRECISE PLAN

DRAWING NO. 163-096PP		SHEET PP2 OF –	
DATE: 11-20-06	SCALE: 1"=50'		PROJECT NO. 163-096



PRECISE PLAN
REVIEW 11-20-06

TJKM Transportation Consultants
5960 Inglewood Drive, Suite 100
Pleasanton, CA 94588
Phone:(925)463-0611 Fax:(925)463-3690
email: tjkm@tjkm.com

CITY OF TRACY

KAVANAGH OPTION 2

PRECISE PLAN

DESIGNED: CT/SA	DRAWING NO. 163-096PP	SHEET PP3 OF –	
DRAWN: SA	DATE: 11-20-06	SCALE: 1"=50'	PROJECT NO. 163-096
CHECKED: CT			

RESOLUTION _____

APPROVING A TRAFFIC REPORT AND ALIGNMENT OF KAVANAGH AVENUE EXTENSION WEST OF CORRAL HOLLOW ROAD

WHEREAS, Signalization of the Kavanagh Avenue and Corral Hollow Road intersection and extension of Kavanagh Avenue west of Corral Hollow Road are both approved Capital Improvement Projects (CIP) #72050 and #73097, and

WHEREAS, Completion of construction of these projects and completion of the widening of Corral Hollow Road between Grant Line Road and I-205 will provide new opportunities for development of these properties, and

WHEREAS, In order to facilitate development of these properties and complete the extension of Kavanagh Avenue west of Corral Hollow Road, the City initiated a traffic study through TJKM consultants from Pleasanton, and

WHEREAS, The traffic report also evaluated the overall traffic circulation beyond these properties, and

WHEREAS, The report recommends construction of a north south access road from the terminus of Kavanagh Avenue extension at the western end of these properties, and

WHEREAS, The traffic report also establishes the alignment of the Kavanagh Avenue extension west of Corral Hollow Road and the north south connector road, and

WHEREAS, The City will acquire rights-of-ways for the Kavanagh Avenue extension and the north south connector, and

WHEREAS, There is no impact to the General Fund; the project is funded from Proposition 1B and Measure K transportation sales tax;

NOW, THEREFORE, BE IT RESOLVED, That City Council approves the Traffic Report and alignment of the Kavanagh Avenue extension west of Corral Hollow Road.

* * * * * * * * * * * * * *

The foregoing Resolution 2010-___ was passed and adopted by the City of Tracy City Council on the 16th day of November, 2010 by the following vote:

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

_____
Mayor

ATTEST:

_____
City Clerk

November 16, 2010

AGENDA ITEM 6

REQUEST

SECOND READING AND ADOPTION OF ORDINANCE 1153 AN ORDINANCE OF THE CITY OF TRACY AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF TRACY AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM TO INCLUDE A SECOND TIER '2% AT 55 MODIFIED FORMULA AND THREE-YEAR FINAL COMPENSATION' BENEFIT FOR MISCELLANEOUS CLASSIFICATION PLAN EMPLOYEES HIRED AFTER DECEMBER 16, 2010.

EXECUTIVE SUMMARY

Ordinance 1153 was introduced at the Council meeting held on October 19, 2010. Ordinance 1153 is before Council for a second reading and adoption

DISCUSSION

Ordinance 1153 was introduced at the Council meeting held on October 19, 2010, to authorize an amendment to the contract between the City of Tracy and the Board of Administration of the California Public Employees' Retirement system to include a second tier '2% at 55 modified formula and three-year final compensation' benefit for miscellaneous classification plan employees. The benefit will be implemented effective December 17, 2010.

Ordinance 1153 is before Council for a second reading and adoption

STRATEGIC PLAN

This agenda item supports the Organizational Effectiveness Strategic Plan and specifically implements the following goal and objectives:

Goal 1: Assure fiscal health

Objective 1a: Develop a 5 Year Plan that leads to a Balanced Budget and elimination of the City structural budget deficit

Objective 1b: Explore Early Retirement Options & 2-Tier Retirement System

.

FISCAL IMPACT

None

RECOMMENDATION

That Council adopts Ordinance 1153 following its second reading.

Attachment

Prepared by: Adrianne Richardson, Deputy City Clerk
Reviewed by: Carole Fleischmann, Assistant City Clerk

Approved by: Leon Churchill, Jr., City Manager

ORDINANCE 1153

AN ORDINANCE OF THE CITY OF TRACY AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF TRACY AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM TO INCLUDE A SECOND TIER '2% AT 55 MODIFIED FORMULA AND THREE-YEAR FINAL COMPENSATION' BENEFIT FOR MISCELLANEOUS CLASSIFICATION PLAN EMPLOYEES HIRED AFTER DECEMBER 16, 2010.

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 contact: and

WHEREAS, Council has recently taken a number of actions to approve a second tier of retirement benefits for employees: and

WHEREAS, A Resolution of Intention (Resolution # 2010-174) was adopted on October 19, 2010 to approve the Public Employees' Retirement System contract amendment providing for a second tier '2% at 55 Modified Formula' and 'Three-Year Final Compensation' benefit for miscellaneous classification personnel hired after December 16, 2010; 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, to include the '2% at 55 Modified Formula' and 'Three-Year Final Compensation' benefit (Sections 21354 and 20037 of the Public Employees Retirement Law) for miscellaneous classification personnel hired after December 16, 2010, a copy of said amendment being attached hereto, marked as Exhibit A, 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

SECTION 4: That 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 1153 was introduced at a regular meeting of the Tracy City Council on the 19th day of October, 2010, and finally adopted on the _____day of _____, 2010, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS

_____
MAYOR

ATTEST:

_____
CITY CLERK

CalPERS

EXHIBIT A

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 and July 2, 2010 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

A. Paragraphs 1 through 16 are hereby stricken from said contract as executed effective July 2, 2010, and hereby replaced by the following paragraphs numbered 1 through 17 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 local miscellaneous members; age 50 for local police members entering membership in the police classification on or prior to July 2, 2010; age 55 for local police members entering membership for the first time in the police classification after July 2, 2010 and age 55 for local fire members.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

2. Public Agency shall participate in the Public Employees' Retirement System from and after October 1, 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 attorneys 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) Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than 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.

   (d) Public Agency's election to file for bankruptcy under Chapter 9 (commencing with section 901) of Title 11 of the United States Bankruptcy Code and/or Public Agency's election to reject this Contract with the CalPERS Board of Administration pursuant to section 365, of Title 11, of the United States Bankruptcy Code or any similar provision of law.

   (e) Public Agency's election to assign this Contract without the prior written consent of the CalPERS' Board of Administration.

   (f) The termination of this Contract either voluntarily by request of Public Agency or involuntarily pursuant to the Public Employees' Retirement Law.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

(g) Changes sponsored by Public Agency in existing retirement benefits, provisions or formulas made as a result of amendments, additions or deletions to California statute or to the California Constitution.

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 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 local miscellaneous member in employment on or after October 1, 2006 and not entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract 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 local miscellaneous member entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract 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 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).

11. The percentage of final compensation to be provided for each year of credited prior and current service as a local fire member and current service as a local police member entering membership for the first time 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).

12. 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 in the fire classification after May 3, 1985.

       Section 21363.1 (3% @ 55 Full formula) is applicable to local police members entering membership for the first time in the police classification after July 2, 2010.

       Section 21354 (2% @ 55 Modified formula) and Section 20037 (Three-Year Final Compensation) are applicable to local miscellaneous members entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract.

    e. Section 20903 (Two Years Additional Service Credit).

PLEASE DO NOT SIGN "EXHIBIT ONLY"

f. Section 21024 (Military Service Credit as Public Service).

g. Section 20042 (One-Year Final Compensation) for local miscellaneous members entering membership on or prior to the effective date of this amendment to contract and all local safety members.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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

BY_____
LORI MCGARTLAND, CHIEF
EMPLOYER SERVICES DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF TRACY

BY_____
PRESIDING OFFICER

_____
Witness Date

Attest:

_____
Clerk

November 16, 2010

AGENDA ITEM 7

REQUEST

SECOND READING AND ADOPTION OF ORDINANCE 1154 AN ORDINANCE OF THE CITY OF TRACY, AMENDING THE ZONING MAP OF THE CITY OF TRACY BY RECLASSIFYING PROPERTY LOCATED ON THE SOUTH SIDE OF CARLTON WAY AND EAST AND WEST SIDES OF BESSIE AVENUE APPLICATION NUMBER R10-0002

EXECUTIVE SUMMARY

Ordinance 1154 was introduced at the Council meeting held on November 3, 2010. Ordinance 1154 is before Council for a second reading and adoption

DISCUSSION

Ordinance 1154 was introduced at the Council meeting held on November 3, 2010, to amend the City of Tracy Zoning Map to reclassify ten lots located on the south side of Carlton Way and the east and west sides of Bessie Avenue (Assessor's Parcel Numbers 233-072-04 through 12 and 233-075-01), and adjacent public rights-of-way to center line of street. The amendment reclassifies the properties from Medical Office Zone to the Medium Density Cluster Zone.

Ordinance 1154 is before Council for a second reading and adoption

STRATEGIC PLAN

This agenda item does not relate to the Council's seven strategic plans.

FISCAL IMPACT

None.

RECOMMENDATION

That Council adopts Ordinance 1154 following its second reading.

Attachment

Prepared by: Adrianne Richardson, Deputy City Clerk
Reviewed by: Carole Fleischmann, Assistant City Clerk
Approved by: Leon Churchill, Jr., City Manager

ORDINANCE 1154

AMENDING THE ZONING MAP OF THE CITY OF TRACY
BY RECLASSIFYING PROPERTY LOCATED ON THE SOUTH SIDE OF
CARLTON WAY AND EAST AND WEST SIDES OF BESSIE AVENUE
APPLICATION NUMBER R10-0002

The City Council of the City of Tracy does ordain as follows:

SECTION 1: The Zoning Map of the City of Tracy is hereby amended to reclassify the following property from the Medical Office Zone to the Medium Density Cluster Zone:

Ten lots located on the south side of Carlton Way and the east and west sides of Bessie Avenue (Assessor's Parcel Numbers 233-072-04 through 12 and 233-075-01) and adjacent public rights-of-way to center line of street.

SECTION 2: This Ordinance shall take effect thirty (30) days after its final passage and adoption.

SECTION 4. This Ordinance shall be published once in a newspaper of general circulation within fifteen (15) days from and after its final passage and adoption.

* * * * * * * * * * * * * * *

The foregoing Ordinance 1154 was introduced at a regular meeting of the Tracy City Council held on the 3rd day of November, 2010, and finally passed and adopted by said Council at its regular meeting on the ____ day of _____, 2010, by the following vote:

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

November 16, 2010

AGENDA ITEM 8

REQUEST

APPROVE PURCHASE AND LEASE OPTION AGREEMENTS WITH GWF SOLAR II LLC, TO DEVELOP THE 200 ACRE CITY OWNED SCHULTE ROAD PROPERTY AS A SOLAR FARM; AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENTS; AND ADOPT A NEGATIVE DECLARATION

EXECUTIVE SUMMARY

Staff is recommending that City Council approve purchase and ground lease option agreements with GWF Solar II LLC ("GWF") for the development of a 200 acre solar farm project on City owned property located on Schulte Road between Hansen Road and Lammers Road west of the current city limits. The solar farm project is part of an expansion to the existing peaker power plant owned by GWF located adjacent to the 200 acre City owned site. By integrating the solar farm project with the peaker plant expansion, GWF expects to reduce emissions and become a model for future "green" power plant construction in California.

DISCUSSION

I. Background

The City owns 200 acres of property located on Schulte Road between Hansen and Lammers Road west of the current City limits. The 200 acres were authorized by the United States Congress to be conveyed by the General Services Administration ("GSA") to the City pursuant to special legislation enacted in 1998. The special legislation provided that 50 acres were to be conveyed to the City at fair market value for "economic development" purposes and the remaining 150 acres were to be conveyed at no cost to the City for educational and/or recreational "public benefit" purposes.

After analyzing the property for recreational purposes in 2007, the City concluded that recreational uses for the property are no longer viable and staff began developing alternative use options for the site. On October 7, 2008, Council directed staff to: 1) work with Congressman McNerney to amend the existing property conveyance legislation to allow for renewable and/or alternative energy uses; 2) explore a City project on the site that involves renewable and/or alternative energy uses; and 3) begin negotiations to sell or lease the site to GWF for a private project that involves renewable and/or alternative energy uses.

Staff has been negotiating with GWF on terms relative to selling 50 acres of the 200 acre property and leasing the remaining 150 acres as part of a solar farm project for the site. The solar farm project will be integrated with the expansion of their existing power peaker plant. Details of the purchase and lease option agreements are outlined in subsequent sections of this staff report.

Concurrent with the development of the purchase and lease option agreements attached, staff and GWF have also been working with Congressional representatives on

amending the special conveyance legislation to allow for renewable and/or alternative energy uses. With support from Congressman McNerney, the special legislation amendments are expected to be considered by Congress early next year.

II. Solar Project

GWF proposes to use the 200 acre property for the construction of a clean, solar energy plant that will generate renewable electricity. The 200 acre solar energy facility is expected to generate approximately 30 Megawatts of electricity. The solar farm will be integrated with the existing GWF Tracy Combined Cycle Plant. The solar-powered plant will be environmentally friendly and will rely on the cleanest and most efficient technology available. Either solar thermal or solar photovoltaic technology will be used.

To the extent the project uses solar thermal technology, the solar energy will be collected by parabolic trough mirrors that will concentrate the solar energy to heat a fluid similar to mineral oil called the Heat Transfer Fluid "HTF". The HTF is passed through a heat exchanger to generate steam that drives a turbine in order to generate electricity. The cooled HTF is then returned to the solar field to be reheated by the solar collectors. This process allows the generation of electricity without the combustion of additional natural gas. The improvement in efficiency from the integration of the solar-powered facility with the combined cycle facility will reduce the emissions of carbon dioxide or green house gases.

If solar photovoltaic panels are used, the solar energy will be used to power the control room, maintenance facility, transmission interconnects and the water supply and treatment facility for panel washing, for the combined cycle plants.

This solar project will also help utilities meet the ambitious renewable energy goals set by the State of California. More specifically, that 33% of electricity produced annually shall come from renewable sources by 2020.

III. General Purchase and Lease Option Agreement Terms

The City proposes to grant to GWF: (i) an option to lease the 150 acres, with an option to purchase the 150 acres at the end of the term of the ground lease; and (ii) an option to purchase the 50 acres. Both the Purchase Option and Lease Option, collectively, will allow GWF to implement its Solar Project as defined above. The following are general terms of the two Option Agreements:

- GWF will have options to purchase 50 acres and lease 150 acres for 30 years.
- GWF will pay any costs associated with removing the use restrictions and federal reversionary rights on the 150 acre parcel ("GSA payment").
- GWF will have the option to purchase the 150 acres at the end of the lease for fair market value minus the GSA payment.

- The options to purchase and lease are for two years and may be extended for an additional year. GWF will pay the City $100,000 for the initial option term and $50,000 if the options are extended.

- GWF will pay the City a $1,000,000 public benefit fee within 30 days of the start of any commercial operation of the solar project, or no later than four years from the date the options are exercised (the "outside operation date"), whichever occurs first.

- GWF will pay rent of: (a) $20,837 per month from the date the lease is entered into until the outside operation date; and (b) after the outside operation date, the following:
    - Year 1 – 5 $425,000 annually
    - Year 6 – 10 $353,382 annually
    - Year 11 – 30 $195,353 annually

- GWF will be responsible for removal of the existing Antenna Farm building from the site.

IV. <u>California Environmental Quality Act. (CEQA)</u>

To the extent that the project uses solar thermal technology, the California Energy Commission ("CEC") will be the lead agency under CEQA for the project. The CEC has a certified regulatory program under CEQA. Under its certified program, the CEC is exempt from having to prepare an environmental impact report. Its certified program, however, does require environmental analysis of the project, including an analysis of the alternatives and mitigation measures to minimize any significant adverse effect the project may have on the environment. Therefore the Option Agreements are not subject to CEQA to the extent that the project uses solar thermal technology. (Public Resources Code, §21080(b)(6) and Cal. Code Rgs., tit.14, §15271.)

To the extent the project does not use solar thermal technology, the Option Agreements are subject to CEQA review by the City. Therefore, the City conducted an Initial Study limited to analyzing the effects upon the environment of a solar photovoltaic energy generating project, and prepared a Negative Declaration. Attachment A is the Initial Study and Negative Declaration.

All of the impacts identified could be mitigated with the application of mitigation measures, which are listed in the Initial Study.

<u>STRATEGIC PLAN</u>

This agenda item supports the following goal of the City Council approved Environmental and Sustainability Strategy:

- Consumption and waste reduction
- Develop a Sustainability Action Plan – Encourage renewable and alternative energy uses

FISCAL IMPACT

Upon executing the Purchase and Lease Options, there will be a $100,000 non-refundable deposit to the City. Upon exercise of the Options, the City will receive a $1,000,000 public benefit fee and rent payments of up to $425,000 annually. These funds will be a positive impact on the City's General Fund.

RECOMMENDATION

That City Council adopt a resolution: (a) adopting the negative declaration; and (b) approving and authorizing the Mayor to sign Purchase and Lease Option Agreements with GWF.

Prepared by: Andrew Malik, Development and Engineering Services Director
Scott Claar, Associate Planner

Reviewed and Approved by: Leon Churchill, Jr., City Manager

Attachments: Initial Study and Negative Declaration
Resolution
Purchase Option Agreement (To be provided separately.)
Lease Option Agreement (To be provided separately.)

INITIAL STUDY
ENVIRONMENTAL CHECKLIST FORM

1. **Project Title:**
   GWF

2. **Lead Agency Name and Address:**
   City of Tracy
   Development and Engineering Services Department
   333 Civic Center Plaza, Tracy, CA 95376

3. **Contact Person and Phone Number:**
   Scott Claar, Associate Planner, (209) 831-6429

4. **Project Sponsor's Name and Address:**

   GWF Energy LLC
   4300 Railroad Avenue
   Pittsburg, CA 94565

5. **Project Location and Site Description:**
   The site is located in unincorporated San Joaquin County, within one mile of the City of Tracy's city limits and within the City of Tracy's Sphere of Influence. The site is adjacent to and accessible by Schulte Road, ½ mile east of Hansen Road and one mile west of Lammers Road. Regional access to the site is provided via I-205, I-5, and I-580.

   The site consists of two parcels of land, totaling approximately 200 acres. One parcel (Assessor's Parcel Number 209-230-29) is approximately 50 acres. The other parcel (Assessor's Parcel Number 209-230-30) is approximately 150 acres.

   The site contains an abandoned Federal Aviation Administration (FAA) building and a paved and graveled driveway. Adjacent to the building is a water well and pump, and three pine trees.

6. **Description of Project:**
   The City is the owner of the 200-acre site. The project consists of the sale and/or lease of the site to GWF Energy LLC ("GWF"), the demolition and removal of the existing building, and the proposal by GWF to develop an estimated 40 megawatt solar thermal or solar photovoltaic energy generation project. The project would include construction of a small control room building of approximately 800 square feet. There would be two on-site employees to staff the small control room building and to perform basic service and maintenance of the solar panels.

   The 200 acres were authorized by the United States Congress to be conveyed by the General Services Administration ("GSA") to the City pursuant to special legislation enacted in 1998 (Public Law 105-277 §140) (as amended in 1999 and 2004 by Public Law 106-31 § 3034 and Public Law 108-199 § 411). As set forth in the special legislation, as amended, 50 acres were to be conveyed to the City at fair market value for "economic development" purposes and the remaining 150 acres were to be conveyed at no cost to the City for educational and/or recreational "public benefit" purposes.

In 2009, the City proposed amending legislation to the United States Congress to authorize the removal of the use restrictions and reversionary rights on the 150 acres in exchange for the City paying GSA fair market value for the 150 acres in an amount to be determined. The recordation of the document removing the use and reversionary rights and payment of the Final GSA Amount shall occur, if at all, concurrently with the Ground Lease Closing and Purchase Closing.

The City desires to grant to GWF: (i) an option to ground lease the 150 Acres, with an option to purchase such 150 Acres at the end of the term of the ground lease, and (ii) an option to purchase the 50 Acres.

GWF owns the Tracy Peaker Project, an existing 169 megawatt simple-cycle power plant adjacent to the site. GWF plans to expand the plant's capacity to a net of approximately 314 megawatts by converting it to a combined-cycle plant.

GWF proposes to develop an estimated 40 megawatt solar thermal or solar photovoltaic energy generating project on the site, after all of the site is unrestricted by Congress and fully available for economic purposes, to be operated in conjunction with the combined-cycle plant.

7. **General Plan Designation and Zoning Classification:**
The project site is located outside of the City limits, but within the City's Sphere of Influence. The site is designated Park (P) by the City's General Plan. The site does not have City zoning because it is not within the City limits. The site is in the jurisdiction of the San Joaquin County. The site is designated A/G (General Agriculture) by the San Joaquin County General Plan. The County zoning for the site is AG-40 (General Agriculture, 40 acre minimum lot size).

8. **Other public agencies whose approval is required e.g., permits, financing, approval, or participation agreement:** San Joaquin County

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

☒ Aesthetics	☐ Agriculture/ Forestry Resources	☒ Air Quality
☒ Biological Resources	☒ Cultural Resources	☒ Geology/ Soils
☐ Greenhouse Gas Emissions	☒ Hazards/ Hazardous Materials	☐ Hydrology/ Water Quality
☐ Land Use/ Planning	☐ Mineral Resources	☐ Noise
☐ Population / Housing	☐ Public Services	☐ Recreation
☐ Transportation / Traffic	☐ Utilities / Service Systems	☐ Mandatory Findings of Significance

DETERMINATION

On the basis of this initial evaluation:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared. ☐

I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared. ☒

I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required. ☐

I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed. ☐

I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required. ☐

Scott C. Claar

Scott Claar, Associate Planner

7/8/2010

Date

A. Description of the Initial Study

To the extent that the project uses solar thermal technology, the California Energy Commission (CEC) will be the lead agency under the California Environmental Quality Act (CEQA) for the project and has a certified regulatory program under CEQA. Under its certified program, the CEC is exempt from having to prepare an environmental impact report. Its certified program, however, does require environmental analysis of the project, including an analysis of alternatives and mitigation measures to minimize any significant adverse effect the project may have on the environment. Therefore the sale and/or lease agreements that the parties contemplate entering into relating to the project are not subject to CEQA to the extent the project uses solar thermal technology. (Public Resources Code, § 21080(b)(6) and Cal. Code Regs., tit. 14, § 15271.)

To the extent the project does not use solar thermal technology; the agreements that the parties contemplate entering into relating to the project shall undergo CEQA review by the City before the agreements are entered into, which is what this Initial Study has done. Therefore, this Initial Study is limited to analyzing the effects upon the environment of a solar photovoltaic energy generating project.

B. Initial Environmental Checklist

Following each major category in the Initial Study are five determinations by which to judge the project's impact. These determination types and their meanings are shown below:

"**No Impact**" means that it is anticipated that the project will not effect the physical environment on and around the project site. It, therefore, does not warrant mitigation measures.

"**Less than Significant Impact**" means the project is anticipated to effect the physical environment on and around the project site, however, to a less than significant degree, and therefore not warranting mitigation measures.

"**Potentially Significant Unless Mitigation Added**" applies to impacts where the incorporation of mitigation measures into a project has reduced an effect from "Potentially Significant" to "Less Than Significant". In such cases, and with such projects, mitigation measures will be provided including a brief explanation of how they reduce the effect to a less than significant level.

"**Significant and Unavoidable Impact**" means there is substantial evidence that an effect is significant, and no mitigation is possible. In cases where a Statement of Overriding Considerations has been adopted for certain regional impacts within the Tracy Urban Management Plan EIR, a first tier EIR, a discussion will be provided regarding its purpose and applicability. The identification of one or more "Significant and Unavoidable Impact" entries, for which a Statement of Overriding Considerations has not been adopted, will necessitate the preparation of an EIR.

I. AESTHETICS

	Would the project:	Significant and Unavoidable Impact	Potentially Significant Impact Unless Mitigation added	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 that would adversely affect day or nighttime views in the area?			X		

DISCUSSION:

a. Although the project would introduce new visual elements, including solar photovoltaic panels, as well as paved and unpaved surfaces that would alter views of the proposed site, there are no dedicated scenic vistas or significant visual vantage points from or toward the project site. The impact is considered **less than significant**.

b. The project would not impact any existing scenic resources because none are located on the project site or in the vicinity. Therefore, this impact is considered **less than significant**.

c. The project would not degrade the existing visual character or quality of the site and its surroundings because it would be compatible with the adjacent industrial and agricultural uses. To the east are three heavy industrial uses, the Owens Brockway Glass Plant, the Tracy Biomass Plant, and the Tracy Peaker Plant. To the west is the Summit Distribution Center, which serves as a facility for Safeway and Costco trucking and food distribution. Therefore, this impact is considered **less than significant**.

d. The solar photovoltaic panels have the potential for daytime glare from the reflection of the sun's rays. This could be a potentially significant impact, depending on the angle and position of the panels in relation to adjacent land uses, structures, and public right-of-ways. However, an anti-reflective coating or glass could reduce the sunlight that is reflected and increase the amount of sunlight that is absorbed. Implementation of the following mitigation measure would reduce this impact to **less than significant**:

Mitigation Measure I.d-1
An anti-reflective coating or glass shall be applied to the solar photovoltaic panels to minimize glare.

II. AGRICULTURE AND FOREST 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 Department of Conservation as an optional model to use in assessing impacts on agriculture and farm land. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.

	Would the project:	**Significant and Unavoidable Impact**	**Potentially Significant Impact Unless Mitigation Added**	**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?			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 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				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		

DISCUSSION

a. The project site is not considered Prime Farmland, Unique Farmland, or Farmland of Statewide Importance because it has only been used to farm dry crops since the early 1960's. Therefore, this impact is considered **less than significant**.

b. The project site is not under a Williamson Act agricultural contract. The site is zoned AG-40 (General Agriculture, 40-acre minimum lot size) by the San Joaquin County. Power generating facilities, which would include solar photovoltaic energy generation, are conditionally permitted in the AG zones with an approved Site Approval application. There would be **no impact** to a Williamson Act contract or the existing zoning.

c. The project site does not contain any forest land or timberland. The project site is not zoned for forest land or timberland. There would be **no impact** to forest land or timberland.

d. The project site does not contain any forest land or timberland. There would be **no impact** to forest land or timberland.

e. The conversion of the project site from formerly dry-farmed agricultural uses to solar photovoltaic energy generation would not reduce the amount of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance in San Joaquin County. The project site soils are considered excellent for agricultural use when irrigated; however, this site has not been used as irrigated farmland since prior to 1960. In addition, the site was formerly used as an antenna and radio transmission facility operated by the FAA until 1981. Conversion of the project site would not substantially reduce the overall agricultural production of the County. Therefore, this impact is considered **less than significant**.

III. 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:	**Significant and Unavoidable Impact**	**Potentially Significant Impact Unless Mitigation Added**	**Less Than Significant Impact**	**No Impact**	
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 in non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions that 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		

DISCUSSION

a. The project consists of solar photovoltaic energy generation. The solar photovoltaic panels would be zero emission. The project would involve negligible amounts of vehicle traffic to and from the site. The primary vehicle traffic would be associated with the two on-site employees. These two employees would staff a small control room building and perform basic service and maintenance on the photovoltaic panels. Therefore, the operation of the project would have a less than significant impact. However, the short-term construction activities could result in dust and vehicle emissions, which could be a potentially significant impact. Control measures are required and enforced by the San Joaquin Valley Air Pollution Control District (SJVAPCD) under Regulation VIII. The SJVAPCD considers construction related emissions from all projects in this region to be mitigated to a less than significant level if SJVAPCD-recommended PM10 fugitive dust rules and equipment exhaust emission controls are implemented. Therefore, implementation of the following mitigation measures would reduce this impact to **less than significant**:

Mitigation Measure III.a-1

Prior to the commencement of grading activities, the developer shall prepare a construction emissions reduction plan that meets the requirements of SJVAPCD Rule VIII. The construction emissions reductions plan shall be submitted to the SJVAPCD for review and approval, and all required permits from the SJVAPCD shall be issued, prior to commencement of grading activities. The construction emissions reduction plan should include 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 of use 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 period 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.)

Implementation of this mitigation shall occur during all grading or site clearing activities. The SJVAPCD shall be responsible for monitoring.

Mitigation Measure III.a-2

The following mitigation measures, in addition to those required under Regulation VIII of the SJVAPCD, shall be implemented by the developer during all phases of project grading and construction to reduce fugitive dust emissions:

- Water previously disturbed exposed surfaces (soil) a minimum of three-times/day or whenever visible dust is capable of drifting from the site or approaches 20 percent opacity.
- Water all haul roads (unpaved) a minimum of three-times/day or whenever visible dust is capable of drifting from the site or approaches 20 percent opacity.
- All access roads and parking areas shall be covered with asphalt-concrete paving or water sprayed regularly.
- Dust from all on-site and off-site unpaved access roads shall be effectively stabilized by applying water or using a chemical stabilizer or suppressant.
- Reduce speed on unpaved roads to less than 15 miles per hour.
- Install and maintain a trackout control device that meets the specifications of SJVAPCD Rule 8041 if the site exceeds 150 vehicle trips per day or more than 20 vehicle trips be day by vehicles with three or more axles.
- Stabilize all disturbed areas, including storage piles, which are not being actively utilized for construction purposes using water, chemical stabilizers or by covering with a tarp, other suitable cover or vegetative ground cover.
- Control fugitive dust emissions during land clearing, grubbing, scraping, excavation, leveling, grading or cut and fill operations with application of water or by presoaking.

- When transporting materials offsite, maintain a freeboard limit of at least six inches and over or effectively wet to limit visible dust emissions.
- Limit and remove the accumulation of mud and/or dirt from adjacent public roadways at the end of each workday. (Use of dry rotary brushes is prohibited except when preceded or accompanied by sufficient wetting to limit visible dust emissions and the use of blowers is expressly forbidden.)
- Remove visible track-out from the site at the end of each workday.
- Cease grading activities during periods of high winds (greater than 20 mph over a one-hour period).
- Asphalt-concrete paving shall comply with SJVAPCD Rule 4641 and restrict use of cutback, slow-sure, and emulsified asphalt paving materials.

Implementation of this mitigation shall occur during all grading or site clearing activities. The SJVAPCD shall be responsible for monitoring.

b. The project consists of solar photovoltaic energy generation. The solar photovoltaic panels would be zero emission. The project would involve negligible amounts of vehicle traffic to and from the site. The primary vehicle traffic would be associated with the two on-site employees. These two employees would staff a small control room building and perform basic service and maintenance on the photovoltaic panels. Therefore, this impact is considered **less than significant**.

c. The project consists of solar photovoltaic energy generation. The solar photovoltaic panels would be zero emission. The project would involve negligible amounts of vehicle traffic to and from the site. The primary vehicle traffic would be associated with the two on-site employees. These two employees would staff a small control room building and perform basic service and maintenance on the photovoltaic panels. Therefore, this impact is considered **less than significant**.

d. The project consists of solar photovoltaic energy generation. The solar photovoltaic panels would be zero emission. The project would involve negligible amounts of vehicle traffic to and from the site. The primary vehicle traffic would be associated with the two on-site employees. These two employees would staff a small control room building and perform basic service and maintenance on the photovoltaic panels. Therefore, this impact is considered **less than significant**.

e. The project consists of solar photovoltaic energy generation, which would not produce objectionable odors. Potential odors generated during construction activities would be temporary in nature. Therefore, this impact is considered **less than significant**.

IV. BIOLOGICAL RESOURCES

	Would the project:	Significant and Unavoidable Impact	Potentially Significant Impact Unless Mitigation Added	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?		X			
b.	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified 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			
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 wetlands, 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			

DISCUSSION

a.b.c.d.e.f. These impacts are considered potentially significant. However, the project is located within an area covered by the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP), which is administered by San Joaquin Council of Governments (SJCOG). The project site is designated Category C Agricultural Habitat Open Spaces – Pay zone B (Agricultural). The project's coverage under the SJMSCP ensures that these impacts would be **less than significant**, with implementation of the following mitigation measure:

Mitigation Measure IV.a.b.c.d.e.f-1

The developer shall pay the appropriate fee established by the SJMSCP and incorporate all Incidental Take Minimization Measures identified by SJCOG or negotiate with the local jurisdiction and permitting agencies to avoid potential significant adverse impacts to biological resources.

V. CULTURAL RESOURCES

	Would the project:	Significant and Unavoidable Impact	Potentially Significant Impact Unless Mitigation Added	Less Than Significant Impact	No Impact	
a.	Cause a substantial adverse change in the significance of a historical resource as defined in section 15064.5?		X			
b.	Cause a substantial adverse change in the significance of an archaeological resource pursuant to section 15064.5?		X			
c.	Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?		X			
d.	Disturb any human remains, including those interred outside of formal cemeteries?		X			

DISCUSSION

a.b.c.d. The potential exists for the discovery of buried deposits or features of Tracy's archaeological and/or historical past. Northern Valley Yokuts occupied the Tracy vicinity. Discovery of any villages, camps or artifacts of the Northern Valley Yokuts would have the potential to add new information about this ancient culture. Such sites are exceedingly rare and would constitute a valuable heritage resource for San Joaquin County and the people of California. Disturbance of undiscovered archaeological and/or cultural resources is considered a potentially significant impact. However, implementation of the following mitigation measures would reduce these impacts to **less than significant**:

Mitigation Measure V.a.b.c.d-1

If any prehistoric or historic artifacts, or other indications of archaeological resources are found during grading and construction activities, an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology, as appropriate, shall be consulted to evaluate the finds and recommend appropriate mitigation measures. If cultural resources or Native American resources are identified, every effort shall be made to avoid significant cultural resources, with preservation an important goal. If significant sites cannot feasibly be avoided, appropriate mitigation measures, such as data recovery excavations or photographic documentation of buildings, shall be undertaken consistent with applicable state and federal regulations.

Mitigation Measure V.a.b.c.d-2

If any fossils are encountered, there shall be no further disturbance of the area surrounding this find until the materials have been evaluated by a qualified paleontologist, and appropriate treatment measures have been identified.

Mitigation Measure V.a.b.c.d-3

If human remains are discovered, all work shall be halted immediately within 50 meters (165 feet) of the discovery, the County Coroner must be notified, according to Section 5097.98 of the State Public Resources Code and Section 7050.5 of California's Health and Safety Code. If the remains are determined to be Native American, the coroner will notify the Native American Heritage Commission, and the procedures outlined in CEQA Section 15064.5(d) and (e) shall be followed.

VI. GEOLOGY AND SOILS

	Would the project:	Significant and Unavoidable Impact	Potentially Significant Impact Unless Mitigation Added	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, creating substantial risks to life or property?		X			
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?			X		

DISCUSSION

a.i.ii. There are no active faults within the project site or vicinity and the area has not been subject to large, damaging earthquakes during historic time. The site is not located in a proposed Seismic Hazard Zone or an Alquist-Priolo Special Studies Zone. Therefore, this impact is considered **less than significant**.

a.iii. Seismic settlement or liquefaction can occur in both saturated and unsaturated granular soils. This is considered a potentially significant impact. However, implementation of the following mitigation measure would reduce this impact to **less than significant**.

Mitigation Measure VI.a.iii-1

In accordance with the California Building Code (Title 24, Part 2) Section 18O4A.3 and A.5, liquefaction and seismic settlement potential shall be addressed in the design level geotechnical engineering investigations. All pertinent sections of the California Building Code shall be adhered to in the construction of the solar photovoltaic panels or other structures on the site.

a.iv. The project site and vicinity is located in an area with a gently sloping relief. Therefore, this impact is considered **less than significant**.

b. During the construction preparation process, existing vegetation would be removed to grade and compact the project site, as necessary. As construction occurs, these exposed surfaces could be susceptible to erosion from wind and water. Effects from erosion include impacts on water quality and air quality. Exposed soils that are not properly contained or capped increase the potential for increased airborne dust and increased discharge of sediment and other pollutants into nearby surface water sources. Risks associated with erosive surface soils can be reduced by using appropriate controls during construction and properly revegetating exposed areas. Mitigation Measure III.a-2 (refer to Section III, Air Quality) requires the implementation of various dust control measures during site preparation and construction activities that would reduce the potential for soil erosion and the loss of topsoil. The implementation of this required mitigation measure would reduce this impact to a **less than significant** level and no additional mitigation is required.

c. Seismic settlement or liquefaction can occur in both saturated and unsaturated granular soils. However, implementation of the above Mitigation Measure VI.a.iii-1 would reduce this impact to **less than significant**.

d. Geologic hazards associated with expansive soils are a potentially significant impact. However, implementation of the following mitigation measure would reduce this impact to **less than significant**.

Mitigation Measure VI.d-1

In conjunction with Mitigation Measure VI.a.iii-1 above, a certified geotechnical engineer shall evaluate subgrade soils for the extent of their expansive potential. For areas found to contain soft, potentially expansive clays, the soil shall be removed (i.e., over excavated) and/or stabilized prior to the placement and compaction of fill. Stabilization techniques include, but are not limited to, the placement of 18 inches of ½-inch to ¾-inch crushed rock over stabilization fabric (such as Mirafi 500X or equivalent), placement of larger, angular stabilization rock (1-inch to 3-inch, clean) and use of chemical treatments such as lime to reduce the soil's expansive potential.

e. The project would include a septic tank on the site to serve the sewage needs of the two on-site employees. The septic tank would be required to meet the state requirements of AB885 for new septic systems, which includes requirements for site and soil evaluation by a qualified professional. Therefore, this impact is considered **less than significant**.

VII. GREENHOUSE GAS EMISSIONS

	Would the project:	Significant and Unavoidable Impact	Potentially Significant Impact Unless Mitigation Added	Less Than Significant Impact	No Impact	
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 gases?				X	

DISCUSSION

a.b. The project consists of solar photovoltaic energy generation. The solar photovoltaic panels would be zero emission. The project would involve negligible amounts of vehicle traffic to and from the site. The primary vehicle traffic would be associated with the two on-site employees. These two employees would staff a small control room building and perform basic service and maintenance on the photovoltaic panels. The solar photovoltaic energy generation would add new energy to the power grid, which would be produced without greenhouse gas emissions, and would contribute to reducing the percentage share of energy supplied by greenhouse gas emitting sources. Therefore, this project would have a positive impact on greenhouse gas emissions, rather than just **no impact**.

VIII. HAZARDS AND HAZARDOUS MATERIALS

	Would the project:	Significant and Unavoidable Impact	Potentially Significant Impact Unless Mitigation Added	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?		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 area or, where such a plan has not been adopted, within two miles of a public airport or a 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		

DISCUSSION

a. Operation of the project would not involve the routine transport, use, or disposal of hazardous materials. However, the existing concrete building contains the storage of hazardous materials that would be removed prior to building demolition. This is a potentially significant impact. However, implementation of the following mitigation measure would reduce this impact to **less than significant**.

Mitigation Measure VIII.a-1

Prior to demolition of the building, any existing hazardous materials being stored in the building shall be removed, transported and disposed of according to all applicable state, federal, and local regulations.

b. The potential exists for exposure to asbestos from demolition of the existing building. The building located on the project site was constructed between 1952 and 1963. Given the age of the concrete building, it is conceivable that friable asbestos containing materials were used in its construction. Cancer-causing asbestos fibers can be emitted into the air from demolition and renovation projects. Valley Air District Rule 4002 follows the National Emission Standards for Hazardous Air Pollutants (NESHAP), an EPA regulation that addresses asbestos and several other hazardous air pollutants. It covers several activities that could potentially cause the release of asbestos fibers into the air, including demolition and renovation projects. This is a potentially significant impact.

The National Emission Standards for Hazardous Air Pollutants (NESHAP) requires that a thorough inspection for asbestos be conducted before any regulated facility is demolished or renovated. Inspections must include the collection and microscopic analysis of samples of all materials that might contain asbestos. Consultants who perform inspections must be certified by Cal-OSHA and provide a written report containing the inspection results.

The NESHAP requires that regulated asbestos-containing materials be removed under controlled conditions prior to demolitions or renovations so that asbestos fibers are not released into the air. Cal-OSHA requires that employees be trained before removing asbestos-containing materials. Contractors with specialized asbestos training and who are registered with Cal-OSHA must be utilized for asbestos removal projects. Contractors without specialized asbestos training must ensure that the job site is free of asbestos-containing materials before starting renovation or demolition work.

Implementation of the following mitigation measure would reduce this impact to **less than significant**.

Mitigation Measure VIII.b-1
Prior to building demolition, the developer shall submit a written notification to the San Joaquin Valley Air Pollution Control District and pay all applicable fees. The San Joaquin County Building Official must receive a Demolition Permit Release Form from the San Joaquin Valley Air Pollution Control District before a demolition permit may be issued. The form certifies that the project complies with NESHAP requirements.

Two Pacific Gas and Electric (PG&E) pipelines traverse the site from the southeast to northwest, bisecting the site in a diagonal manner. The pipelines are 26-inch (PG&E Line 002) and 36-inch (PG&E Line 401) diameter high-pressure natural gas pipelines. Additionally, there is a third pipeline owned by Chevron Corporation, which is an 18-inch line containing crude oil. If the underground pipelines are disturbed during construction activities, there is a risk of explosion and fire. This is a potentially significant impact. However, implementation of the following mitigation measure would reduce this impact to **less than significant**.

Mitigation Measure VIII.b-2
Prior to the initiation of grading or site clearing activities, the developer shall coordinate with PG&E and Chevron representatives to ensure proper information is exchanged and protocols followed so that existing pipelines are not disturbed in accordance with pipeline safety regulations. Digging in the immediate vicinity surrounding the pipelines

shall be monitored during construction and the pipeline right of way shall be accurately marked prior to any grading or construction.

c. There are no existing or planned schools within a quarter mile of the project site. Therefore, this impact is considered **less than significant**.

d. The site is not on a known list of hazardous materials sites. However, the potential exists for possible exposure to hazardous materials from a former underground storage tank, underground pipelines crossing the site, and transformers previously existing on site. An underground storage tank south of the concrete building was previously in operation on the site until its removal in 1984. Given that this tank was not likely designed to current standards for spill prevention (e.g. double wall with leak detection), there is a potential for subsurface contamination. Records searches have revealed little information about the use of this tank. Three underground pipelines were identified on the site. Two of these pipes are owned by PG&E and are high-pressure natural gas pipelines. The third pipeline is owned by Chevron Corporation and is an 18-inch pipeline containing crude oil. There are no recorded leaks or spills from these pipelines. However, if undetected leaks have occurred, they may pose a threat to surrounding soil and groundwater. Polychlorinated biphenyls (PCBs) may have been used in the former onsite electric transformers as cooling fluid. These electrical transformers appear to have been located on pads adjoining the concrete building. Although no evidence of leakage or spillage from the existing boxes was observed on site, the existence of the transformers may indicate a potential contamination issue. The presence of such materials is considered a potentially significant impact. However, implementation of the following mitigation measure would reduce this impact to **less than significant**.

Mitigation Measure VIII.d-1
Prior to grading or site clearing activities, a Phase II environmental assessment of the project site shall be conducted. Included in this assessment shall be soil sampling in the vicinity of the underground storage tank, underground pipelines, and the former transformer location. The result of this assessment and analysis shall be incorporated into a report submitted to the County for review. If contamination exists at levels that present a health hazard, remediation of the affected areas shall take place prior to construction in accordance with the requirements of the San Joaquin County Department of Public Health Services and the Regional Water Quality Control Board.

e.f. The nearest airport, the Tracy Municipal Airport, is located approximately 2.5 miles southeast of the site. The airport is used as a general aviation facility. The project site is not located within the Area of Influence and therefore, these impacts are considered **less than significant**.

g. The project would be designed and constructed with circulation access points to meet the minimum requirements of all emergency, fire and police specifications. Therefore, this impact is considered **less than significant.**

h. The project site is not designated as a wildland fire hazard area, as shown on the California Fire Hazard Severity Zone Map, which is prepared by the California Department of Forestry and Fire Protection. Therefore, this impact is considered **less than significant**.

IX. HYDROLOGY AND WATER QUALITY

	Would the project:	Significant and Unavoidable Impact	Potentially Significant Impact Unless Mitigation Added	Less Than Significant Impact	No Impact	
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 that 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 that 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 a failure of a levee or dam?			X		
j.	Inundation by seiche, tsunami or mudflow?				X	

DISCUSSION

a. The project would use a maximum of one-half acre-foot of water per year. The only water usage on the site would be for washing the photovoltaic panels, which would occur up to a maximum of four times per year. Drinking water for the two on-site employees would be supplied by bottled water. There would be a septic tank on the site to serve the sewage needs of the two on-site employees. The project would involve only at-grade construction and would not substantially alter

the existing drainage pattern of the site or significantly create or contribute to runoff water. Therefore, this impact is considered **less than significant**.

b. The project would use a maximum of one-half acre-foot of water per year. The only water usage on the site would be for washing the photovoltaic panels, which would occur up to a maximum of four times per year. Drinking water for the two on-site employees would be supplied by bottled water. This impact is considered **less than significant**.

c. There would be no alteration of the course of a stream, river, or canal. The project would involve only at-grade construction and would not substantially alter the existing drainage pattern of the site or significantly create or contribute to runoff water. Therefore, this impact is considered **less than significant**.

d. There would be no alteration of the course of a stream, river, or canal. The project would involve only at-grade construction and would not substantially alter the existing drainage pattern of the site or significantly create or contribute to runoff water. Therefore, this impact is considered **less than significant**.

e. The project would involve only at-grade construction and would not substantially alter the existing drainage pattern of the site or significantly create or contribute to runoff water. Therefore, this impact is considered **less than significant**.

f. The project would use a maximum of one-half acre-foot of water per year. The only water usage on the site would be for washing the photovoltaic panels, which would occur up to a maximum of four times per year. Drinking water for the two on-site employees would be supplied by bottled water. There would be a septic tank on the site to serve the sewage needs of the two on-site employees. The project would involve only at-grade construction and would not substantially alter the existing drainage pattern of the site or significantly create or contribute to runoff water. The project would not substantially degrade water quality. Therefore, this impact is considered **less than significant**.

g. The project would not include any housing. The project site is located in Flood Zone X, as shown on the Flood Insurance Rate Map (FIRM), which was published by the Federal Emergency Management Agency (FEMA), panel number 06077C0730F, dated October 16, 2009. Flood Zone X is described as "No Special Flood Hazard Area." Therefore, this impact is considered **less than significant**.

h. The project site is located in Flood Zone X, as shown on the Flood Insurance Rate Map (FIRM), which was published by the Federal Emergency Management Agency (FEMA), panel number 06077C0730F, dated October 16, 2009. Flood Zone X is described as "No Special Flood Hazard Area." Therefore, this impact is considered **less than significant**.

i. The Delta Mendota Canal and the California Aqueduct are located to the south of the project site. There is no historic record of a catastrophic occurrence or break in the California Aqueduct or Delta Mendota Canal. Therefore, this impact is considered **less than significant**.

j. The project site is not in an area susceptible to seiche, tsunami, or mudflow. There would be **no impact** from these dangers.

X. LAND USE AND PLANNING

	Would the project:	Significant and Unavoidable Impact	Potentially Significant Impact Unless Mitigation Added	Less Than Significant Impact	No Impact	
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	

DISCUSSION

a. The project would not physically divide an established community because there are no residential neighborhoods in the vicinity of the site. There would be **no impact** to an established community.

b. The project site is in the jurisdiction of the San Joaquin County. The site is designated A/G (General Agriculture) by the San Joaquin County General Plan. The County zoning for the site is AG-40 (General Agriculture, 40 acre minimum lot size). Power generating facilities, which would include solar photovoltaic energy generation, are conditionally permitted in the AG zones with an approved Site Approval application. The site is designated Park (P) by the City of Tracy's General Plan. The proposed use would not conform to the City's General Plan designation of Park. However, as mentioned above, the project site is in the jurisdiction of the County. There would be **no impact** to the County's General Plan or zoning.

c. The project is located within an area covered by the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP), which is administered by San Joaquin Council of Governments (SJCOG). The project site is designated Category C Agricultural Habitat Open Spaces – Pay zone B (Agricultural). Mitigation Measure IV.a.b.c.d.e.f-1 (refer to Section IV. Biological Resources) requires that the developer pay the appropriate fee established by the SJMSCP and incorporate all Incidental Take Minimization Measures identified by SJCOG or negotiate with the local jurisdiction and permitting agencies to avoid potential significant adverse impacts to biological resources. Therefore, the project would not conflict with the SJMSCP. There would be **no impact**.

XI. MINERAL RESOURCES

	Would the project:	**Significant and Unavoidable Impact**	**Potentially Significant Impact Unless Mitigation Added**	**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?				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	

DISCUSSION

a. The State Mining and Geology Board identifies sand and gravel resources using Mineral Resource Zone classifications and has identified a number of regionally significant sand and gravel aggregate areas in San Joaquin County. In particular, sand and gravel deposits in the Tracy area represent an important mineral resource. However, the State Mining and Geology Board classifies the site as MRZ-1, which means that there are no significant sand or gravel deposits on the site. Although there are several natural gas fields in San Joaquin County, there are no known natural gas deposits on the project site. There would be **no impact** to mineral resources.

b. The project site is not classified as a locally important mineral resource recovery site in any local or regional plans. There would be **no impact** to mineral resources.

XII. NOISE

	Would the project result in:	Significant and Unavoidable Impact	Potentially Significant Impact Unless Mitigation Added	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 of 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 area, or where such a plan has not been adopted, within two miles of a public airport or a 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		

DISCUSSION

a.b.c. The project would not result in increased levels of noise on the project site. The solar photovoltaic panels would not emit any sound. There would be **no impact**.

d. During the construction phase of the project, noise from construction activities would add to the noise environment in the immediate project vicinity. Construction activities would be temporary in nature and are anticipated to occur during normal daytime working hours. Although construction activities would result in periods of elevated noise levels, these increases would be relatively short-term in nature. Therefore, this impact is considered **less than significant**.

e.f. Once the project is constructed, there would only be two on-site employees. The nearest airport, the Tracy Municipal Airport, is located approximately 2.5 miles southeast of the site. The airport is used as a general aviation facility. The project site is not located within the Area of Influence for the airport. Therefore, these impacts are considered **less than significant**.

XIII. POPULATION AND HOUSING.

	Would the project:	**Significant and Unavoidable Impact**	**Potentially Significant Impact Unless Mitigation Added**	**Less Than Significant Impact**	**No Impact**	
a.	Induce substantial population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., 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	

DISCUSSION

a. The Project would not induce population growth because it would not involve construction of new houses or businesses, or extension of roads or other infrastructure. There would be **no impact** to population growth.

b. No housing would be displaced as a result of the project. There would be **no impact** to housing.

c. No people would be displaced as a result of the project. There would be **no impact** related to the displacement of people.

XIV. PUBLIC SERVICES – Would the project result in substantial adverse physical impacts associated with the provisions 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 following public services:

		Significant and Unavoidable Impact	Potentially Significant Impact Unless Mitigation Added	Less Than Significant Impact	No Impact	
a.	Fire protection?			X		
b.	Police protection?			X		
c.	Schools?				X	
d.	Parks?				X	
e.	Other public facilities?				X	

DISCUSSION

a.b. The project would not significantly increase the demands for fire or police protection. The project would consist of solar photovoltaic panels and a small control room building. There would only be two on-site employees. Therefore, these impacts are considered **less than significant**.

c.d.e. The project would have **no impact** to the demand for schools, parks, or other public facilities because the project would only consist of solar photovoltaic panels and a small control room building. There would only be two on-site employees.

XV. RECREATION

		Significant and Unavoidable Impact	Potentially Significant Impact Unless Mitigation Added	Less Than Significant Impact	No Impact	
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	

DISCUSSION

a.b. The project would have **no impact** to recreation facilities because the project would consist of solar photovoltaic panels and a small control room building. There would only be two on-site employees. The project would not increase the use of existing recreation facilities and does not include construction of any new recreation facilities.

XVI. TRANSPORTATION/TRAFFIC

	Would the project:	Significant and Unavoidable Impact	Potentially Significant Impact Unless Mitigation Added	Less Than Significant Impact	No Impact	
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	

DISCUSSION

a.b. The project would involve negligible amounts of vehicle traffic to and from the site. The primary vehicle traffic would be associated with the two on-site employees. These two employees would staff a small control room building and perform basic service and maintenance on the photovoltaic panels. There would be **no impact** to any applicable plan, ordinance or policy related to transportation, circulation or regional congestion management.

c. The nearest airport, the Tracy Municipal Airport, is located approximately 2.5 miles southeast of the site. The airport is used as a general aviation facility. The project site is not located within the Area of Influence for the airport. There would be **no impact** to air traffic patterns.

d.e. The project would not increase hazards due to a design feature because the project would only consist of solar photovoltaic panels and one small control room building. The project would be designed and constructed with circulation access points to meet the minimum requirements of all emergency, fire and police specifications. Therefore, these impacts are considered **less than significant.**

f. The project would not conflict with adopted policies, plans or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities because such facilities would not be compatible with the project, and are thus, not included in the project. The project would consist of solar photovoltaic panels and a small control room building. There would only be two on-site employees. The project would involve negligible amounts of vehicle traffic to the site. There would be **no impact**.

XVII. UTILITIES AND SERVICE SYSTEMS

	Would the project:	**Significant and Unavoidable Impact**	**Potentially Significant Impact Unless Mitigation Added**	**Less Than Significant Impact**	**No Impact**	
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 that 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?			X		
f.	Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			X		
g.	Comply with federal, state and local statues and regulations related to solid waste?			X		

DISCUSSION

a.b.c.d.e.f.g. The project would use a maximum of one-half acre-foot of water per year. The only water usage on the site would be for washing the photovoltaic panels, which would occur up to a maximum of four times per year. Drinking water for the two on-site employees would be supplied by bottled water. There would be a septic tank on the site to serve the sewage needs of the two on-site employees. The project would not substantially alter the existing drainage pattern of the site or significantly create or contribute to runoff water. The project would not generate significant amounts of solid waste. Therefore, these impacts are considered **less than significant**.

XVIII. MANDATORY FINDINGS OF SIGNIFICANCE

	Will the proposal have the potential to:	Significant and Unavoidable Impact	Potentially Significant Impact Unless Mitigation Added	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 rare or endangered plants or animals, or eliminate important examples of the major periods of California history or prehistory?			X		
b.	Does the project have impacts, which 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 effect of other current projects, and the effects of probably future projects.			X		
c.	Does the project have environmental effect that will cause substantial adverse effects on human beings, either directly or indirectly?			X		

DISCUSSION

a. Impacts to biological resources and cultural resources are addressed in Sections IV and V of this Initial Study. Implementation of the mitigation measures in each of these sections would reduce the impacts to **less than significant**.

b. The cumulative impacts of the project would be **less than significant** because of the following reasons:
   - Aesthetics - The project would not degrade the existing visual character or quality of the site and its surroundings because it would be compatible with the adjacent industrial and agricultural uses.
   - Agriculture Resources - The conversion of the project site from formerly dry-farmed agricultural uses to solar photovoltaic energy generation would not reduce the amount of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance in San Joaquin County.
   - Air Quality - The project consists of solar photovoltaic energy generation. The solar photovoltaic panels would be zero emission. The project would involve negligible amounts of vehicle traffic to and from the site.
   - Biological Resources - The project is located within an area covered by the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP). The project's coverage under the SJMSCP ensures that these impacts would be less than significant, with implementation of Mitigation Measure IV.a.b.c.d.e.f-1.

- Greenhouse Gas Emissions – The project consists of solar photovoltaic energy generation. The solar photovoltaic panels would be zero emission. The project would involve negligible amounts of vehicle traffic to and from the site. The primary vehicle traffic would be associated with the two on-site employees. These two employees would staff a small control room building and perform basic service and maintenance on the photovoltaic panels. The solar photovoltaic energy generation would add new energy to the power grid, which would be produced without greenhouse gas emissions, and would contribute to reducing the percentage share of energy supplied by greenhouse gas emitting sources. Therefore, this project would have a positive impact on greenhouse gas emissions, rather than just no impact.

- Hydrology and Water Quality - The project would use a maximum of one-half acre-foot of water per year. The only water usage on the site would be for washing the photovoltaic panels, which would occur up to a maximum of four times per year. Drinking water for the two on-site employees would be supplied by bottled water. There would be a septic tank on the site to serve the sewage needs of the two on-site employees. The project would involve only at-grade construction and would not substantially alter the existing drainage pattern of the site or significantly create or contribute to runoff water.

- Transportation/ Traffic - The project would involve negligible amounts of vehicle traffic to and from the site. The primary vehicle traffic would be associated with the two on-site employees. These two employees would staff a small control room building and perform basic service and maintenance on the photovoltaic panels.

c. As described in the above sections of this Initial Study, and with implementation of all of the mitigation measures, the project is not likely to result in any substantial adverse effects on human beings either directly or indirectly. Therefore, this impact is considered **less than significant**.

CITY OF TRACY
DRAFT MITIGATED NEGATIVE DECLARATION

Project Name: GWF

Project Location: The site is located adjacent to Schulte Road, ½ mile east of Hansen Road and one mile west of Lammers Road. The site consists of two parcels of land, totaling approximately 200 acres. One parcel (Assessor's Parcel Number 209-230-29) is approximately 50 acres. The other parcel (Assessor's Parcel Number 209-230-30) is approximately 150 acres.

Project Description: The City of Tracy is the owner of the 200-acre site. The project consists of the sale and/or lease of the site to GWF Energy LLC ("GWF"), the demolition and removal of an existing building, and the proposal by GWF to develop an estimated 40 megawatt solar photovoltaic energy generation project.

Project Proponent: GWF Energy LLC
4300 Railroad Avenue
Pittsburg, CA 94565

Finding: Although the proposed project could potentially have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described in the attached Initial Study have been added to the project.

RESOLUTION _____

APPROVING A PURCHASE AND LEASE OPTION AGREEMENTS WITH GWF SOLAR II LLC, TO DEVELOP THE 200 ACRE CITY OWNED SCHULTE ROAD PROPERTY AS A SOLAR FARM; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS; AND ADOPTING A NEGATIVE DECLARATION

WHEREAS, The City owns 200 acres of property located on Schulte Road between Hansen and Lammers Road west of the current City limits, and

WHEREAS, Staff has been negotiating with GWF on terms relative to selling 50 acres of the 200 acre property and leasing the remaining 150 acres as part of a solar farm project for the site, and

WHEREAS, The City proposes to grant to GWF: (i) an option to lease the 150 acres, with an option to purchase the 150 acres at the end of the term of the ground lease; and (ii) an option to purchase the 50 acres, and

WHEREAS, Upon executing the Purchase and Lease Options, there will be a $100,000 non-refundable deposit to the City. Upon exercise of the Options, the City will receive a $1,000,000 public benefit fee and rent payments of up to $425,000 annually. These funds will be a positive impact on the City's General Fund;

NOW, THEREFORE, BE IT RESOLVED, That City Council adopts a resolution: (a) adopting the negative declaration; and (b) approving and authorizing the Mayor to sign Purchase and Lease Option Agreements with GWF.

* * * * * * * * * * * * * *

The foregoing Resolution 2010-___ was passed and adopted by the City of Tracy City Council on the 16th day of November, 2010 by the following vote:

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

_____
Mayor

ATTEST:

_____
City Clerk

November 16, 2010

AGENDA ITEM 10.A

REQUEST

DECIDE WHETHER EMERGENCY MEDICAL SERVICE FEES SHOULD BE CONSIDERED AT THIS MEETING AND, IF SO, TAKE ACTION TO RESCIND OR IMPLEMENT THE EMERGENCY MEDICAL FEES CONTAINED IN RESOLUTION NO. 2009-117

DISCUSSION

At the November 3, 2010 Council meeting, Council Member Maciel requested that Council review the Emergency Medical Services (EMS) fee at the November 16, 2010 City Council meeting.

RECOMMENDATION

That Council: (1) decide whether EMS fees should be considered at this meeting, and, if so, (2) take action to rescind or implement the EMS fee contained in Resolution No. 2009-117.

Prepared by: Carole Fleischmann, Assistant City Clerk
Reviewed by: Maria Hurtado, Assistant City Manager
Approved by: R. Leon Churchill, Jr., City Manager

Attachments: A. June 16, 2009 – Staff report, Minutes, Resolution 2009-117
B. June 1, 2010 – Staff report, Minutes

June 16, 2009

AGENDA ITEM 4

REQUEST

ESTABLISH A FEE-FUNDED EMERGENCY MEDICAL SERVICES (EMS) MEMBERSHIP PROGRAM AND CONDUCT A PUBLIC HEARING TO ADOPT NEW USER FEES FOR THE EMS MEMBERSHIP PROGRAM AND FIRE DEPARTMENT MEDICAL AND VEHICLE ACCIDENT RESPONSES

EXECUTIVE SUMMARY

At the May 19, 2009 City Council Meeting representatives from the consulting firm of Management Partners provided a presentation recommending options to establish new fire department user fees in an effort to increase cost recovery related to fire responses to emergency medical calls for services. Fire Department EMS fees for services are increasingly being used by cities in California, and throughout the country, to recover costs related to expanded emergency medical services. At the May 19th meeting Staff was directed to bring back to Council specific details regarding program administration, program policies and procedures and to hold a public hearing to adopt the proposed fees.

DISCUSSION

Like many businesses and industries, the nature of the fire service has changed radically over the last 50 years. As a result of new construction technology and modern fire codes, the number of structural fires industry wide has declined dramatically over time. In the past, structural fires represented approximately 80% of the typical fire department's calls for service; however, today emergency medical calls for service now make up approximately 65 – 70% of emergency call volume for local fire departments. Fire departments, which were originally designed as fire suppression and rescue service providers are now facing the need to adjust to a new normal regarding service delivery. For example, in the last fiscal year only 10% of the calls for service to the Tracy Fire Department were fire response based. Conversely, the number of EMS calls for service represented 68% of the total incidents reported for the Department.

Implementing user fees to recover a portion of the cost of EMS services is a strategy that has been adopted by many departments in California, as well as across the country, in an effort to respond to increases in operational costs at the same time the availability of General Fund revenues are becoming more limited. Like other public user fees, EMS fees are based on the philosophy of funding "public good" services (those benefiting everyone) with broad general taxes and "private good" services (those benefiting specific users) with appropriate user fees. As a result, general tax revenue continues to provide the vast majority of funding for fire stations, equipment and staffing, while user fees supplement specific equipment and training required for those individuals who provide emergency medical services to residents and non-residents.

At the May 19, 2009 City Council meeting, Management Partners recommended the new user fees listed in the table below.

Potential Fee	Proposed Rate
EMS First Responder (ALS/BLS)	$300
Non-resident EMS First Responder	$400
ALS Support	$100
Non-resident Motor Vehicle Incident	Actual Costs
Resident Motor Vehicle Incident	Actual Costs
Lockout Response	$180

These fees would be applied for service rendered for any response that meets the criteria for Advanced Life Support and/or Basic Life Support as defined by Sections 1797.52 and 1797.60 of the California Health and Safety Code.

EMS Membership Program

Management Partners also recommended the City establish an EMS Membership Program to provide the option for households and businesses to pay an annual membership fee in lieu of the proposed EMS first responder fees. Those participants that sign up for the $48 (per residence or business location) annual membership fee that do not have insurance that would otherwise cover the costs will have the costs of any fire department EMS response covered through their annual membership fee.

The EMS Membership Program is a voluntary program open to residents of the City of Tracy, and any business located in and possessing a business license issued by the City of Tracy. Eligibility may be established through current utility bills, rent receipts, or other forms of identification which clearly reflect residence or business location within the City. Participants in good standing of the EMS Membership Program that do not have insurance that would otherwise cover the costs will not be charged the EMS Fee if service is rendered.

Staff recommends the paid resident membership be allocated by address in an effort to have every person residing in the household be covered by the program. By becoming a member of the program, residents authorize the city or fire department to bill their private health insurers. Most insurance providers authorize re-imbursement however reimbursement rates for emergency services may vary from provider to provider, with first responder fees not being covered by Medicare and Medi-Cal. Paid Members of the subscription program who are in good standing would not incur any charges or fees if their insurance company fails to reimburse the City. However, the subscription agreement would require that residents or businesses participating in the program allow the City to "stand in their" shoes for the purposes of seeking reimbursement from their insurance providers, if any.

Staff is proposing a $48 annual membership fee for business as well. The $48 fee would cover the first 10 employees. Any additional employees above the initial 10 would be added to the total a rate of $3 per employee with a maximum payment not to exceed $100 for any business. Business memberships cover a business' employees anywhere within the limits of the City of Tracy as long as the employees are acting within the scope of their regular employment.

The benefit of this program is that it facilitates more a more effective cost recovery methodology to offset expensive EMS services, through new revenues generated by the membership.

Program Administration

The EMS Fee and EMS Membership Program will be administered by both Fire Department Staff and a third party billing agency. Staff recommends that the process of billing for cost recovery services be handled by a third party billing agency due to the level of expertise required to tabulate, process and follow-up on billing requests. Staff will develop a request for proposals seeking a third party vendor for this service which would include billing non-members who receive EMS service, insurance when authorized and collections if necessary. This cost for this service varies from agency to agency; however, the common cost is approximately 20% of the revenue intake. This 20% has already been factored into the anticipated cost recovery amount provided to Council at the May 19th meeting.

The EMS Membership program will be administered by Staff as this program requires a less labor intensive process. Staff will develop a request for proposals to solicit a firm to assist in the initial marketing and enrolling in the membership program. Once the program is up and running, Staff anticipates this program will be less labor intensive than the billing program and therefore will not require ongoing support from a private contractor. Potential members would also be provided with an application form that would be made available to the public at any fire department facility and via the City's website. Staff will also encourage members to pay for their annual subscriptions electronically through the existing electronic bill paying options currently available for utility bill payment.

Attachment A explains the general provisions for the EMS Fee and EMS Membership program to date. Specific program administration items are subject to the scope of services available from potential billing vendors. Once the fees are adopted and the program approved, staff will further develop detailed program administration guidelines.

Staff intends to present this same EMS Fee and EMS Membership program to the Tracy Rural Fire District Board of Directors for their consideration.

FISCAL IMPACT

The preliminary FY 09-10 budget projects a structural budget deficit of $7.5 million for the City's General Fund. The annual cost recovery for the EMS fees is estimated at approximately $578,000. The annual gross revenue for the EMS Membership Program is estimated at approximately $422,000. Combined net revenues are estimated at a total of approximately $800,000 annually. These projected new revenues are included in the proposed budget and assume the fees will be applied across the entire jurisdictional area of the South County Fire Authority.

RECOMMENDATION

Staff recommends Council approve the new fire user fees and the fee-funded Emergency Medical Services (EMS) Membership program and hold a public hearing to adopt the fees.

Prepared by: David A. Bramell, Fire Division Chief

Reviewed by: Chris Bosch, Fire Chief

Approved by: Leon Churchill, Jr., City Manager

Attachment A – Tracy Fire Department EMS Fee & EMS Membership Program

Tracy Fire Department
EMS Fees & EMS Membership Program

The following guidelines set forth the proposed provisions regarding the Emergency Medical Services Fee (EMS Fee) and the Emergency Medical Services Membership Program (EMS Membership). Staff will seek proposals for billing services. Specific details on billing processes are subject to the ability of the proposers.

EMS FEES

Definition of Emergency Medical Services

Emergency Medical Services shall mean Basic Life Support and/or Advanced Life Support, as those terms are defined in Sections 1797.60 and 1797.52 of the California Health & Safety Code.

EMS Fee for Non-Members

An eligible participant who elects not to enroll in the EMS Membership Program will be billed at the rates as established. The proposed rates are listed below:

ALS/BLS Resident.....$300.00
ALS/BLS Non-Resident.....$400.00
ALS Support Fee.....$100.00
Lockout Response.....$180.00
Vehicle Accident..... Actual costs

The EMS Fee is for service rendered by the fire department. Transportation to the emergency department is provided by a private ambulance company which has an exclusive ambulance contract with San Joaquin County for transport services. The private ambulance company will bill separately for their services. A patient will not be billed by the fire department for a cancelled response where no service from fire employees is rendered.

Financial Hardship

The EMS Fee may be waived for any patient who demonstrates that the combined gross income of all members of the patient's residence is less than the amount established for very low-income households as determined by San Joaquin County CDBG standards.

Appeals Process

A customer that is billed for services rendered may appeal the process to the City Manager as outlined in Section 1.12.010 of the Tracy Municipal Code.

EMS MEMBERSHIP PROGRAM

EMS Membership Eligibility

The EMS Membership Program is a voluntary program open to residents of the City of Tracy, and any business located in and possessing a business license issued by the City of Tracy. Eligibility may be established through current utility bills, rent receipts, or other forms of identification which clearly reflect residence or business location within the City. Participants in good standing of the EMS Membership Program will not be charged the EMS Fee if service is rendered if they do not have insurance that covers the cost of the service. If they have such insurance and the insurance provider does not reimburse the City for the cost of the service, participants in good standing will not be responsible to pay for service rendered but are required to allow the City to "stand in their shoes" to pursue collection against their insurer.

To be eligible, members must be at least 18 years of age and a legal resident or citizen of the United States.

EMS Membership Program Fee

The fee is assessed annually from date of enrollment. The annual fee for membership is established as follows:

Home owner/Resident Rate.....$48.00
Business Rate..... $48.00 (covers first 10 employees)
$ 3.00 (for each employee over 10, max. $100.00)
Low Income Rate*..... $36.00 (PG&E CARE program eligibility required)

For homeowner/residents, the EMS Membership Fee of $48 covers all persons who reside at the residence for responses that occur at home or anywhere within the City. In addition, all invited guests are covered while they are in the member's home.

For businesses that enroll in the membership program, the EMS Membership Fee of $48 covers the first 10 employees at each business location. Additional employees may be added at a fee of $3 per employee over the initial 10. The maximum payment amount would be $100 regardless of number of employees or locations. Business memberships cover employees that work at the business location when they are anywhere within the City of Tracy city limits so long as the employees are acting within the scope of their employment.

*Households meeting the PG&E CARE program eligibility will have a reduced rate of $36 for the voluntary membership fee.

Application Process

To enroll in the EMS Membership Program, participants must complete an official program application. Applications are available at any fire department facility or via the City's website. By becoming a member, participants are authorizing the City to attempt cost recovery through their insurance providers.

Enrollment into the program would be renewable on an annual basis from the date of original enrollment.

RESOLUTION 2009-117

ADOPTING A FEE-FUNDED EMERGENCY MEDICAL SERVICES (EMS) MEMBERSHIP PROGRAM AND USER FEES FOR FIRE DEPARTMENT MEDICAL AND VEHICLE ACCIDENT RESPONSES

WHEREAS, The implementation of user fees to recover a portion of the cost of providing EMS services is a practice being adopted by other municipalities in California and across the country, and

WHEREAS, Management Partners, a consultant hired by the City, provided an in-depth analysis to determine best practices for fire user fees and EMS Membership programs, and

WHEREAS, The cost recovery fees as proposed will help offset actual expenses incurred in the delivery of emergency medical services, and

WHEREAS, An EMS Membership Program provides a vehicle for residents and business owners to avoid the full impact of the fees, and

WHEREAS, The combined revenue generated from both the user fee and membership fees will assist in sustaining emergency medical services.

NOW, THEREFORE, BE IT RESOLVED, That the City Council (1) adopts the fee-funded emergency medical services membership program described in the staff report accompanying this item and (2) adopts new user fees for Fire Department medical and vehicle accident responses as set forth in Exhibit "A" to this resolution.

* * * * * * * * * * * * * * * * * *

The foregoing Resolution 2009-117 was adopted by the Tracy City Council on the 16th day of June, 2009 by the following vote:

AYES: COUNCIL MEMBERS: MACIEL, TOLBERT, TUCKER, IVES

NOES: COUNCIL MEMBERS: ABERCROMBIE

ABSENT: COUNCIL MEMBERS: NONE

ABSTAIN: COUNCIL MEMBERS: NONE

Mayor

ATTEST:

City Clerk

EXHIBIT "A"

Service Description	Fee
EMS First Responder (ALS/BLS)	$300
Non-resident EMS First Responder	$400
ALS Support	$100
Non-resident Motor Vehicle Incident	Actual Costs
Resident Motor Vehicle Incident	Actual Costs
Lockout Response	$180

These fees are for service rendered for responses that meet the criteria for Advanced Life Support and/or Basic Life Support as defined by Sections 1797.52 and 1797.60 of the California Health and Safety Code.

TRACY CITY COUNCIL | REGULAR MEETING MINUTES

June 16, 2009, 7:00 p.m.

City Council Chambers, 333 Civic Center Plaza | *Web Site: www.ci.tracy.ca.us*

Mayor Ives called the meeting to order at 7:06 p.m. and led the Pledge of Allegiance.

Pastor Rob Krenik, Calvary Chapel of Tracy, provided the invocation.

Roll call found Council Members Abercrombie, Maciel, Tolbert, Mayor Pro Tem Tucker and Mayor Ives present.

Mayor Ives presented a proclamation to retiring City Attorney, Debra Corbett, acknowledging her 17 year tenure with the City.

Mayor Ives presented a Certificate of Re-appointment to Philip Aubin, Building Board of Appeals, continuing his term until June 5, 2013.

Mayor Ives presented a Certificate of Appointment to Charles Manne, Planning Commissioner, who will serve the remainder of a vacated term which will expire on March 31, 2010.

Commissioners Rajan Makker and Kevin Wong presented the Youth Advisory Commission Annual Report. Council Member Maciel and Mayor Ives thanked the Commission for their hard work in the community.

Mike Locke, President, San Joaquin Partnership, provided an electronic presentation regarding the Partnerships' efforts in the community.

1. CONSENT CALENDAR - Following the removal of items 1-L and 1-M by Council Member Abercrombie, it was moved by Council Member Abercrombie and seconded by Council Member Tolbert to adopt the consent calendar. Roll call vote found all in favor; passed, and so ordered.

   A. Minutes Approval – Regular meeting minutes of April 21, 2009, special meeting minutes of May 28, 2009, and closed session minutes of June 2, 2009, were approved.

   B. Approve Memorandum of Understanding (MOU) Between the City of Tracy and the Tracy Unified School District to Facilitate the Annual Martin Luther King Day Breakfast; and Authorize the Mayor to Execute the MOU – Resolution 2009-104 approved the Memorandum of Understanding.

   C. Reject Bids for the Community Center Rehabilitation (Flooring) Project - CIP 78A8, and Authorize Staff to Re-Advertise the Project for Bids – Resolution 2009-105 rejected the bids.

D. Authorization to Extend the Agreement with All City Management Services, Inc. for School Pedestrian Crossing Guard Services through June 30, 2012 and Authorization for the Mayor to Execute the Extension Agreement – Resolution 2009-106 authorized extension of the agreement.

E. Acceptance of the Sidewalk ADA Improvements - CIP 73B4 and 73B5, Completed by Nor-Cal Concrete, Inc. of Suisun, California, and Authorization for the City Clerk to File the Notice of Completion – Resolution 2009-107 accepted the project.

F. Authorize an Appropriation of $98,500 from Future California Integrated Waste Management Board (CIWMB) Grant Revenue to CIP Project 73B1, Award a Construction Contract to International Surfacing Systems of Modesto, California, for the Asphalt Rubber Chip Seal Project (FY 2008/09) - CIP 73B1, Authorize Transfer of Funds from CIP's 73A0 and 73A5 to CIP 73B1, and Authorize the Mayor to Execute the Contract – Resolution 2009-108 authorized appropriation of funds, awarded the construction contract, and authorized the transfer of funds.

G. Award a Construction Contract to Bond Blacktop, Inc. of Union City, California, for the Slurry Seal Project (FY 2008/09), CIP 73B1 and Authorize the Mayor to Execute the Contract – Resolution 2009-109 awarded the construction contract.

H. Approval of Sewer System Management Plan Prepared Pursuant to State Water Resources Control Board Order No. 2006-0003 – Resolution 2009-110 approved the Sewer System Management Plan.

I. Approve Amendment 1 to the Master Professional Services Agreement (MPSA) with Associated Right of Way Services, Inc., (AR/WS) to Provide Right of Way Services for Multiple Capital Improvement Projects, Approve Task Order 3 (TO.3) to AR/WS; Authorize the Mayor to Execute the Amendment, and Authorize the City Manager to Execute TO.3 and Future Task Orders to the MPSA with AR/WS – Resolution 2009-111 approved Amendment One to the MPSA and approved Task Order 3.

J. Authorize a Professional Services Agreement with West Coast Arborist, Inc. for Maintenance of City Street and Park Trees for Fiscal Year 2009-10, Authorize the City Manager to Execute Subsequent Extensions to the Agreement, and Authorize the Mayor to Execute the Agreement – Resolution 2009-112 approved the Professional Services Agreement.

K. Reject All Bids for the Dr Powers Park Restroom - CIP 7801 – Resolution 2009-113 rejected the bids.

L. Approve a Professional Services Agreement with Shah Kawasaki Architects for Design Related Services Associated with the Design of Fire Station 96 – CIP 71061, and Fire Station 92 – CIP 71062, and Authorize the Mayor to Execute the Agreement - Kuldeep Sharma, City Engineer, presented the staff report. Mr. Sharma stated that on April 21, 2009, Council accepted a report presented by Chris Bosch, Fire Chief, on medium range recommendations for resource allocations from the standards of response coverage work team which included the relocation of Fire Stations 92 and 96.

Fire Station 92 was identified by the work team to be relocated from Grant Line Road in Banta to a location to be determined through negotiations with the Tracy Rural County Fire Protection District. The proposed site for Fire Station 96 is 1800 W. Grant Line Road, a city-owned 1.29 acre site located east of the Rite-Aide shopping center, south of Grant Line Road. This fire station will replace the existing Fire Station 96 located at Grant Line Road and Parker Avenue.

Relocating these fire stations will ensure the most efficient and effective service delivery to the residential area in the northern part of the city, the West Valley Mall area, and the North East Industrial area within the existing resources. Proposals for the design of the fire stations were received from 20 consultants. The proposals were reviewed by staff and the following four consultants were interviewed on February 25, 2009: Shah Kawasaki Architects of Oakland, RRM Design Group of Oakdale, MFDB Architects of Sacramento, and Loving and Campos Architects of Walnut Creek.

Shah Kawasaki Architects of Oakland, CA, were determined to be the most qualified. Shah Kawasaki has completed fire station projects for Contra Cost County, and the cities of Richmond, San Jose, and Oakland.

The fire stations will total approximately 7,000 square feet with two double bay stations and will be LEED certifiable. The design will be a prototype that will fit both sites. In addition, the design can be used by the City for future fire stations except for the site, civil and foundation work.

Staff negotiated an agreement and fees for the design of Fire Stations 92 and 96 on a time and expenses basis, for a not to exceed amount of $517,023. These projects are included in the proposed FY 2009-10 budget adopted on June 2, 2009.

Council Member Abercrombie asked for clarification of Section C of the recitals referring to fire stations "97 and 92", and asked if it was a misprint. Mr. Sharma confirmed it was a misprint. Council Member Abercrombie asked if the architect could use the existing design for Fire Station 97. Mr. Sharma indicated Fire Station 97 was site specific. Council Member Abercrombie asked Chief Bosch if meetings were scheduled regarding future fire stations. Chief Bosch indicated the report on standards of coverage outlined the proposed sites. Council Member Abercrombie asked how close Fire Stations 96 and 91 would be to each other. Chief Bosch indicated fairly close, but their response areas were different.

Mayor Ives invited members of the public to address Council on the item. There was no one wishing to address Council.

It was moved by Council Member Abercrombie and seconded by Council Member Tolbert to adopt Resolution 2009-114 approving a Professional Services Agreement (PSA) with Shah Kawasaki Architects for design related services associated with Fire Station 96 and Fire Station 92, with the Fire Station number correction to the PSA. Voice vote found all in favor; passed, and so ordered.

M. Amend Resolution 2007-249 to Rescind Cost of Living Adjustments Effective July 1, 2009 and July 1, 2010 for those Classifications Designated as Limited Service

Employment - Council Member Abercrombie excused himself from consideration of the item.

It was moved by Council Member Maciel and seconded by Mayor Pro Tem Tucker to adopt Resolution 2009-115 amending Resolution 2007-249 rescinding cost of living adjustments effective July 1, 2009, and July 1, 2010, for those classifications designated as limited service employment. Voice vote found Council Members Maciel, Tolbert, Mayor Pro Tem Tucker, and Mayor Ives in favor; Council Member Abercrombie abstained. Motion carried 4:0:0:1.

2. ITEMS FROM THE AUDIENCE - Maryann Kalina, 1522 Parker Avenue, addressed Council regarding National Missing Children's Day. Ms. Kalina thanked Council for the proclamation, and the City Manager for introducing the event. Ms. Kalina indicated the committee would like the City to officially declare May 25th as National Missing Children's Day in Tracy. Ms. Kalina provided Council with a folder of information from the National Center for Missing and Exploited Children.

Marsha McCray, Sandy Taylor, and Michelle Bazinet, addressed Council thanking them for their approval of the Ellis subdivision and the aquatic center. Ms. McCray reminded Council that $3 million had been set aside for the aquatic center and suggested Council direct staff to begin the design of the aquatic center.

3. PUBLIC HEARING TO AMEND THE SPECIFIC PLAN ORDINANCE (TMC SECTIONS 10.20.050, 10.20.060, AND 10.20.080) TO CLARIFY THE PROCESS THAT WILL APPLY TO AMENDMENTS TO AN ALREADY-APPROVED SPECIFIC PLAN, AND ADOPT THE SPECIFIC PLAN INITIAL APPLICATION PROCESSING FEE - Bill Dean, Assistant Development and Engineering Services (DES) Director, presented the staff report. On October 21, 2008, the Council adopted a comprehensive revision to the City's Specific Plan Ordinance (Tracy Municipal Code Chapter 10.20). The revision brought the ordinance into consistency with the General Plan and updated the process to review and amend specific plans. While the 2008 revision focused on the process to review new or significant changes to specific plans, the current proposal is to clarify the process that will apply to amendments to an already-approved specific plan. The primary addition is proposed to Section 10.20.060(a), wherein the following sentence will be added:

> A specific plan amendment is not subject to the initiation procedures set forth in section 10.20.040 except at the discretion of the director based on the size and complexity of the proposed amendment.

Section 10.20.040 requires the submittal of potentially significant background material and possibly design or engineering analysis before a resolution of intention or direction to proceed is sought from the Council. Processing a specific plan or amendment application does not commence until after the Council has granted such direction. A resolution of intention by the Council is appropriate to begin processing a new specific plan or significant amendment. However, this initial step may not benefit the City for a smaller amendment.

The proposed modification to the ordinance will allow the DES Director to forego the initial resolution of intention step for smaller amendments to specific plans, such as a minor change to setback or signage standards. Notwithstanding the initial resolution of

intention, under all circumstances, a specific plan amendment will always be subject to a public hearing, review by the Planning Commission and ultimate consideration by the Council.

The Specific Plan Ordinance (TMC Section 10.20.080(a)(1)) requires an applicant to pay an initial, fixed application fee to cover City costs incurred to review a request to process a specific plan and present the request to the Council. The Resolution sets this initial processing fee at $276. This amount is based on the processing fee charged for an appeal application to the Council, through which a decision of a lower body (Planning Commission or the DES Director) is forwarded to the Council for review at the request of a party dissatisfied with the lower body's decision. An appeal application typically involves little to no new analysis and therefore, requires a relatively low application fee. This initial specific plan application step will involve a relatively small amount of staff time, including one or more meetings with the developer and organizing the information for Council consideration. If Council directs staff to proceed, the applicant will enter into a Processing Agreement through which the City will recover direct and indirect costs to review and process the specific plan application.

Mayor Ives opened the public hearing. As there was no one wishing to address Council on the item, the public hearing was closed.

The Clerk read the title of proposed Ordinance 1137. It was moved by Mayor Pro Tem Tucker and seconded by Council Member Abercrombie to waive the reading of the text. Voice vote found all in favor; passed and so ordered.

It was moved by Mayor Pro Tem Tucker and seconded by Council Member Abercrombie to introduce Ordinance 1137. Voice vote found all in favor; passed and so ordered.

It was moved by Council Member Abercrombie and seconded by Council Member Maciel to adopt Resolution 2009-116 establishing a Specific Plan Initial Fixed Application Processing Fee pursuant to Tracy Municipal Code Section 10.20.080(a)(1). Voice vote found Council Members Abercrombie, Maciel, Mayor Pro Tem Tucker and Mayor Ives in favor; Council Member Tolbert opposed. Motion carried 4:1.

4. ESTABLISH A FEE-FUNDED EMERGENCY MEDICAL SERVICES (EMS) MEMBERSHIP PROGRAM AND CONDUCT A PUBLIC HEARING TO ADOPT NEW USER FEES FOR THE EMS MEMBERSHIP PROGRAM AND FIRE DEPARTMENT MEDICAL AND VEHICLE ACCIDENT RESPONSES – Chris Bosch, Fire Chief, presented the staff report. As a result of new construction technology and modern fire codes, the number of structural fires industry wide has declined dramatically over the last 50 years. In the past, structural fires represented approximately 80 per cent of a typical fire department's calls for service. Today emergency medical calls make up 65 to 70 per cent of emergency call volume for local fire departments. In the last fiscal year 10 per cent of service calls to the Tracy Fire Department were fire response based. The number of EMS calls represented 68 per cent of the total incidents reported.

Implementing user fees to recover a portion EMS service costs is a strategy adopted by many departments in California, and across the country, in an effort to respond to increased operational costs. Like other public user fees, EMS fees are based on the philosophy of funding public good services (those benefiting everyone) with broad general taxes, and private good services (those benefiting specific users) with

appropriate user fees. As a result, general tax revenue continues to provide the majority of funding for fire stations, equipment and staffing, while user fees supplement specific equipment and training required for individuals who provide emergency medical services to residents and non-residents.

At the May 19, 2009, Council meeting, Management Partners recommended the user fees listed in the table below.

Potential Fee	Proposed Rate
EMS First Responder (ALS/BLS)	$300
Non-resident EMS First Responder	$400
ALS Support	$100
Non-resident Motor Vehicle Incident	Actual Costs
Resident Motor Vehicle Incident	Actual Costs
Lockout Response	$180

These fees would be applied for service rendered for any response that meets the criteria for Advanced Life Support and/or Basic Life Support as defined by Sections 1797.52 and 1797.60 of the California Health and Safety Code.

Management Partners also recommended the City establish an EMS Membership Program to provide households and businesses an option to pay an annual membership fee in lieu of the proposed EMS first responder fees. Participants who pay the $48 per residence or business location annual membership fee would have the cost of any fire department EMS response covered.

The EMS Membership Program is a voluntary program open to residents of Tracy and any business located in and possessing a business license issued by the City. Eligibility is established through current utility bills, rent receipts, or other forms of identification which clearly reflect residence or business location within the City. Participants in good standing with the EMS Membership Program who do not have insurance to cover the costs will not be charged the EMS fee if service is rendered.

Staff recommended the paid resident membership be allocated by address in an effort to have every person residing in the household covered by the program. By becoming a member, residents authorize the City to bill their private health insurers. Most insurance providers authorize reimbursement; however reimbursement rates for emergency services vary from provider to provider. First responder fees are not covered by Medicare and Medi-Cal. Paid members of the subscription program in good standing would not incur any charges if their insurance company fails to reimburse the City.

For businesses, the $48 fee would cover the first 10 employees. Additional employees would be covered at a cost of $3 per employee. The maximum payment for any business would not exceed $100. Business memberships would cover employees anywhere within the Tracy city limits as long as the employees are acting within the scope of their regular employment. The benefit of this program is that it facilitates more effective cost recovery to offset expensive EMS services through new revenues generated by the membership.

The EMS fee and EMS Membership Program would be administered by Fire Department staff and a third party billing agency. Staff recommended that the process of billing for cost recovery services be handled by a third party billing agency due to the level of expertise required to tabulate, process and follow-up on billing requests. Staff would develop a Request for Proposal (RFP) seeking a third party vendor for this service. The cost for this service varies but is anticipated to be approximately 20 per cent of the revenue intake.

The EMS Membership Program would be administered by staff. Staff would develop an RFP to solicit a firm to assist in the initial marketing and enrolling in the membership program. Once the program is up and running, staff anticipates this program will be less labor intensive than the billing program and will not require ongoing support from a private contractor. Potential members would also be provided with an application form that would be made available to the public at any fire department facility and via the City's website. Staff would encourage members to pay their annual subscriptions through the electronic bill paying options currently available for utility bill payment.

Specific program administration items are subject to the scope of services available from potential billing vendors. Once the fees are adopted and the program approved, staff will develop detailed program administration guidelines. Staff intends to present the same EMS fee and EMS Membership program to the Tracy Rural Fire District Board of Directors for their consideration.

The annual cost recovery for EMS fees is estimated at approximately $578,000. The annual gross revenue for the EMS Membership Program is estimated at approximately $422,000. Combined net revenues are estimated at approximately $800,000 annually. These projected revenues are included in the proposed budget and assume the fees will be applied across the entire jurisdictional area of the South County Fire Authority.

Council Member Abercrombie asked if a person could join the membership and have the fee waived. Chief Bosch outlined some of the efforts that would be used to inform the public of the program. Council Member Abercrombie asked when the approved program would be implemented. Chief Bosch indicated approximately October 2009.

Council Member Abercrombie asked if there had been any preliminary discussions with Mountain House. Chief Bosch replied there had been no preliminary discussions with Mountain House because he was waiting for Council approval first.

Council Member Tolbert asked Chief Bosch to discuss various situations and options when a resident dialed 911. Chief Bosch outlined the procedures.

Council Member Maciel asked for clarification on the membership program. Chief Bosch stated any subscriber would be covered wherever they were in the City. Council Maciel asked if the membership also covered traffic collisions. Chief Bosch stated yes. Council Member Maciel asked if all three entities approved the program, would subscribers be covered in all areas. Chief Bosch stated yes.

Council Member Maciel asked if there was cost information for vehicle accidents. Chief Bosch stated the cost of response varied based on the level of extrication, and was between $700 and $1,200.

Mayor Pro Tem Tucker asked if the County had a cost recovery fee in place. Chief Bosch stated the rural district has had a cost recovery fee in place for vehicle accidents for at least six years. Mayor Pro Tem Tucker indicated concern for residents who do not have insurance having a fee imposed on them. Chief Bosch provided background information on the Fire Division's participation in emergency response.

Council Member Abercrombie asked for clarification of the terms for residents and non-residents. Council Member Abercrombie indicated he too was concerned about additional fees for residents.

Mayor Ives asked Chief Bosch to elaborate on other cities that currently have a cost recovery program. Chief Bosch indicated many cities comparable in size to Tracy were contacted and the response showed the programs had been effective.

Mayor Ives invited members of the public to address Council on the item.

Joe Murphy, representing seniors in San Joaquin County, indicated he had problems with the proposal, especially for those living only on social security income. Mr. Murphy indicated government was formed to provide public safety services to the community.

Rafael Cardoza suggested a lower fee be considered for low income or senior citizens.

Carrie Burnell, 1455 Cornucopia Place, suggested lowering the cost would get a better response from residents.

Mr. Churchill indicated the FY 2009-2010 approved budget does include some fees from the program. Regarding equity issues, the EMS Membership Program does consider financial hardship. If an individual cannot pay the fee would not be collected and would not show up on their credit report.

Chief Bosch added that the ALS service the Fire Department provides draws away from the dollars that could be spent on fire protection.

Council Member Tolbert stated the Fire Department was exemplary. The Council made a commitment to the community that the City would not cut fire and police services and now the City was asking citizens to pay more at the very time that families have less.

Mayor Ives stated Council has tough decisions to make and this was just the beginning. The level of service the community deserves and expects can no longer be maintained without some cost recovery. Mayor Ives added he was concerned about seniors and would like to see a program that considered a proportional fee for those less able to pay.

Mr. Churchill assured Council that if a resident called 911, the Fire Department would respond. If you were a member, you would not get a bill; if you are not a member, you will get a bill. If you don't pay, a reminder will be sent; if a hardship is determined, the fee can be reduced or waived. Mr. Churchill further indicated the City can direct the collections department to stop collection efforts.

Council Member Maciel suggested it may be feasible for qualifying seniors to pay a lower rate. Mr. Churchill suggested a means test, no matter what age, might be appropriate.

Mayor Pro Tem Tucker indicated she would approve the program with a guarantee that the program would be monitored closely, and that Council could reserve the right to make changes if problems arise within the community.

Mayor Ives suggested the Council approve the resolution as written as long as the contract with the collections department returned to Council for approval.

It was moved by Mayor Pro Tem Tucker and seconded by Council Member Maciel to adopt Resolution 2009-117 approving a fee-funded Emergency Medical Services (EMS) Membership Program and user fees for Fire Department medical and vehicle accident responses. Voice vote found Council Members Maciel, Tolbert, Mayor Pro Tem Tucker and Mayor Ives in favor; Council Member Abercrombie opposed. Motion carried 4:1.

5. APPOINT ONE APPLICANT TO THE BUILDING BOARD OF APPEALS - Due to the mid-term resignation of Dan Schack, there was a vacancy on the Building Board of Appeals. To fill the vacancy, the City Clerk's office conducted a recruitment which opened on May 19, 2009, and closed on June 8, 2009. Three applications were received. On June 15, 2009, a Council subcommittee consisting of Council Member Abercrombie and Council Member Maciel interviewed the three applicants.

   It was moved by Council Member Abercrombie and seconded by Council Member Tolbert to appoint Dennis Alegre to the Building Board of Appeals to serve the remainder of the vacated term which will expire on June 17, 2012. Voice vote found all in favor; passed, and so ordered.

6. APPOINT ONE APPLICANT TO THE SAN JOAQUIN COUNTY COMMISSION ON AGING - On June 30, 2009, the term of the Tracy representative to the San Joaquin County Commission on Aging will expire. To fill the vacancy, the City Clerk's office conducted a recruitment which opened on May 22, 2009, and closed on June 10, 2009. Two applications were received.

   On June 15, 2009, a Council subcommittee consisting of Council Member Abercrombie and Council Member Maciel interviewed the applicants. The appointee will serve a four-year term which will expire on June 30, 2013.

   It was moved by Council Member Abercrombie and seconded by Council Member Maciel to reappoint Terry Sonnefeld to the San Joaquin County Commission on Aging to serve a four-year term which will expire on June 30, 2013. Voice vote found all in favor; passed, and so ordered.

7. ITEMS FROM THE AUDIENCE – None.

8. STAFF ITEMS – None.

9. COUNCIL ITEMS

   A. <u>Consider a Summer Council Meeting Schedule for July and August by Cancelling the Regular City Council Meetings Scheduled for July 21, 2009, and August 18, 2009 and Holding One (1) Council Meeting in July and One (1) Council Meeting in August</u> - Maria Hurtado, Assistant City Manager, presented the staff report. The current agenda items scheduled for the four Council meetings in July and

August can be accommodated on two Council meetings, July 7 and August 4, 2009. Consequently staff requested Council cancel the July 21 and August 18, 2009, Council meetings. If action is required on an item prior to the next regularly scheduled Council meeting, a special Council meeting could be scheduled.

Mayor Ives asked if the dates were chosen for a specific reason. Mr. Churchill responded the dates were selected based on items currently scheduled for Council consideration.

Mayor Ives invited members of the public to address Council on the item. There was no one wishing to address Council on the item.

It was moved by Council Member Abercrombie and seconded by Council Member Maciel to adopt Resolution 2009-118 approving a summer Council meeting schedule for July and August by cancelling the Council meetings scheduled for July 21 and August 18, and holding one Council meeting in July, on July 7 and one in August, on August 4. Voice vote found all in favor; passed and so ordered.

Thomas Kline, on behalf of Restroom Facilities, addressed Council regarding the bid process for the Dr. Powers Park Restroom project, consent calendar item 1-K. Mr. Kline suggested there had been a sham bid submitted for the project, and the bid should be awarded to the second lowest bidder. Mr. Kline requested that when the project is put out for re-bid, the company who submitted the sham bid should be excluded. Dan Sodergren, Interim City Attorney, assured Mr. Kline that the bids would be reviewed for responsiveness.

10. ADJOURNMENT - It was moved by Council Member Abercrombie and seconded by Council Member Maciel to adjourn. Voice vote found all in favor; passed and so ordered. Time 9:39 p.m.

The above agenda was posted at the Tracy City Hall on June 11, 2009. The above are summary minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

June 1, 2010

AGENDA ITEM 10

REQUEST

DISCUSS THE EMERGENCY MEDICAL SERVICE COST RECOVERY AND MEMBERSHIP PROGRAM IMPLEMENTATION PLAN AND PROVIDE STAFF WITH DIRECTION ON DESIRED ALTERNATIVE(S)

EXECUTIVE SUMMARY

On June 16, 2009, Council approved Resolution 2009-117 which created Emergency Medical Service (EMS) user fees for medical and vehicle accident responses. This resolution also established a fee funded EMS membership program. At the February 16, 2010 meeting, Council adopted Resolution 2010-019 authorizing the City to enter into an agreement with ADPI-Intermedix to provide third-party billing services.

On April 20, 2010, Councilmember Abercrombie requested that the Council further discuss the EMS Cost Recovery Fee and Membership Program.

Council has discussed two of the three staff reports on tonight's agenda, all related to the City's revenue generating strategies, beginning with:

1. Receiving a report on information related to the LMD financing measure;
2. Receiving an update on, and discussion of, tax measure options, and
3. Receiving and discussing a report on the implementation of the EMS Fee and membership program.

This staff report requests that Council

- Discuss the EMS Cost Recovery and Membership Program to determine next steps related to implementation of the Program (scheduled for July 1, 2010);
- Accept staff's recommendation that Council move forward with implementation of the EMS fee and membership program as approved by Council as described in Option 1.
- If Council chooses to rescind the fee, accept staff's recommendation that Council identify an expenditure reduction of $455,000 as described in Option 2, or other viable revenue alternatives.

DISCUSSION

On June 16, 2009, Council adopted Resolution 2009-117 which set Emergency Medical Service (EMS) user fees for medical and vehicle accident responses. This resolution also established a fee-funded EMS Membership Program. On September 1, 2009, Council adopted Resolution 2009-161 which established an EMS Cost Recovery Program Policy and Procedure. The policy and procedure document details the internal policy for fire department personnel to follow in their administration of the cost recovery program.

On February 16, 2010, Council approved Resolution 2010-109a allowing the City to enter into a professional services agreement with ADPI-Intermedix to provide third party

billing services. To date, ADPI-Intermedix and staff have developed the necessary infrastructure to bill customers and continue to work out the details of transferring necessary data between the fire department and the billing company.

Marketing Strategy and Implementation

Staff anticipates a billing implementation date of July 1, 2010, allowing marketing of the program to occur during the month of June. The necessary informational flyers and membership program enrollment forms are completed and ready for distribution. The membership program enrollment forms will be made available and placed in key areas throughout the City. The marketing strategy includes advertising the program in utility bills, the City's website, print media and Channel 26. Informational presentations will be provided to target groups, such as seniors, in various forums to describe the EMS fees and market the membership program, as well as to answer any questions residents may have about the EMS fee and EMS Membership Program.

Staff has also inquired of various insurance carriers to assess their coverage of the EMS Fee and discovered that insurance coverage varies between insurance providers and individual insurance policies.

Update on Revenue Estimate

On December 16, 2008, Management Partners presented Council with a number of budget solution strategies to address the structural budget deficit. Among the revenue generating strategies was a recommendation to implement an EMS Cost Recovery fee and Membership Program which was projected to generate $800,000 in new revenue. This estimated revenue projection was based on the fee being implemented within the South County Fire Authority jurisdictional area, which includes the Mountain House and the Tracy Rural areas. Since that time, both the Tracy Rural Fire District and the Mountain House Community Services District decided not to implement the fee.

The chart below indicates the revised revenue estimate based upon the adopted fee and the number of applicable emergency incidents that occur in the City of Tracy only.

Fee Type	Assumptions	Estimated Annual Revenue
First Responder Fee (ALS and BLS)	In Fiscal Year 2008/2009 the department responded to 2,350 emergency medical incidents. This estimate assumes fees will be charged for the 2,350 calls multiplied by the fee of $300 to generate an estimated $705,000. If 10% of these calls are "members" you could reduce that figure by $70,500 to $634,500. Assuming a collection rate of 50% produces a rounded estimate of $317,250	$317,250

ALS Support	This assumes approximately 300 incidents when the Fire Department Paramedic accompanies the ambulance during transport to the Emergency Department. Multiplied by the rate of $100 generates an estimated $30,000. Assuming a collection rate of 50% produces an estimate of $15,000	$15,000
Non-resident First Responder Fee	This assumes that 10% of the EMS first responder calls will involve non-residents. The additional $100 per incident will generate $23,500	$23,500
Vehicle Accident	In Fiscal Year 2008/2009 the department responded to 122 vehicle accidents in the City. The proposed rate is at actual cost and the estimated average cost of $350 per incident. This results in $42,700 being billed. A 60% collection rate results in a rounded estimate of $25,620	$25,620
EMS Membership Program	Assumes 83,000 population and the sale of $48 memberships to 1435 households yields revenues of $68,880. The sale of 100 business memberships at $48 yields $4,800.	$73,680
TOTAL ESTIMATED NEW REVENUE		$455,050

EMS Cost Recovery Fee and Membership Program Options

Below are possible options for Council consideration.

Option 1 – Move forward with the implementation of the EMS Cost Recovery Fee and Membership Program as adopted by Council with the July 1, 2010 implementation date.

Option 2 – Rescind the fee and eliminate the program. The fiscal year 2010/2011 Budget includes the $455K revenue projection generated by the EMS fee and membership program. If this option is considered, staff recommends that Council identify an alternative revenue option in the amount of $455K or identify an expense reduction in the amount of $455k to offset the loss of revenue. Exhibit "A" lists services or programs that may be considered for reduction or elimination.

Option 3 – Proceed with implementation of the EMS fee on July 1, 2010 and pursue a public safety parcel tax or a general tax measure. In the event a tax measure is voted in by the citizenry, consider elimination of the EMS Cost Recovery Fee and Membership Program at that time.

As mentioned in the previous staff report, preliminary polling efforts are underway to asses the viability and timing of a public safety parcel tax, LMD parcel tax or a general tax measure. Staff will present results to Council at the July 6th Council meeting for Council discussion.

STRATEGIC PLAN

This agenda item supports the Organizational Effectiveness Strategic Plan and specifically implements the following goal and objective:

Goal 1: Assure fiscal health.

Objective 1d: Place Parcel Tax Measure on ballot to support Public Safety services

FISCAL IMPACT

The implementation of the EMS fee and membership program will result in an increase in revenue in the amount of $455K to the general fund. This revenue has already been assumed in the FY 10/11 budget. If Council chooses to eliminate the fee as adopted, the FY 2010/2011 budget will have an additional $455K revenue gap and an expenditure reduction in the amount of $455K would need to be considered, or an alternative revenue option identified.

RECOMMENDATION:

Staff recommends that Council move forward with implementation of the EMS fee and membership program as approved by Council as described in Option 1. If Council chooses to rescind the fee, staff recommends Council identify an expenditure reduction of $455K as described in Option 2, or other viable revenue alternatives.

Prepared by: David A. Bramell, Acting Fire Chief

Reviewed by: Maria A. Hurtado, Assistant City Manager

Approved by: R. Leon Churchill, Jr., City Manager

Attachment: Exhibit "A": List of Service or Programs Eligible for Reduction or Elimination

Exhibit "A"

City of Tracy
List of Service or Programs
Eligible for Reduction or Elimination

#	PROGRAM/SERVICE	AMOUNT
1	MCYSN Community Grants	$200,000
2	Special Events	$ 75,000
3	Senior Programs	$252,000
4	10% Reduction in PD Overtime	$ 60,000
5	Fire Department Savings	$124,000
6	Elimination of Supplemental Services @ Fire Station 91	$800,000
7	Chamber of Commerce	$ 32,000
8	4th of July Fireworks	$ 15,000
9	San Joaquin Partnership	$ 17,500
10	Tracy Area Genealogical Society (PG&E)	$ 9,000
11	Tracy Area Genealogical Society (Internet)	$ 3,600
	TOTAL:	**$1,588,100**

Exhibit "A"

City of Tracy
List of Service or Programs
Eligible for Reduction or Elimination
(Narrative Description)

1. **MCYSN R.O.Y. COMMUNITY GRANTS ($200,000):** Elimination of the MCYSN's Reconnect Our Youth (R.O.Y.) community grants program would result in a voluntary (vs. contractual) partnership with local non-profits that provide priority services for youth and families (i.e. parenting workshops, gang intervention, crisis counseling, family case management, after-school tutoring for failing students, alternative afterschool recreational services, and mentoring). Type and availability of services may be reduced with this funding elimination and the inter-agency partnership may be affected. Grant Cycle I, FY 08-09 served 2,506 Tracy residents, both adults and juveniles. Grant Cycle II, FY 09-10 is still in progress. However, between September 2009 and February, 2010 1,667 residents were served.

2. **SPECIAL EVENTS ($75,000):** Elimination of the Special Events budget would result in the elimination of the following events and services:
   - Park Dedications
   - Make a Difference Day
   - Tree Lighting Celebration
   - Movies on the Plaza
   - A Taste of Tracy
   - Volunteer/Community Service programs
   - Staff support to City department wide events, Centennial Celebration, Bean Festival City Booth, or Downtown Benefit District events;

3. **SENIOR PROGRAMS ($252,000):** Elimination of the Senior programs would result in the (1) elimination of the operations of the Lolly Hansen Senior Center, (2) elimination of special City hosted Senior classes serving approximately 1,160 seniors annually, (3) elimination of the provision of an estimated 9,400 meals annually to seniors, (4) elimination of monthly recreation programs serving over 7,000 seniors annually, (5) elimination of Senior special events serving over 2,000 seniors annually, and (6) elimination of monthly social service programs serving over 4,400 seniors annually.

4. **10% REDUCTION IN PD OVERTIME ($60,000):** A 10% reduction in PD overtime will result in a significant increase in the amount of time it takes to investigate felony crimes, reduce the number of cases that are assigned for investigative follow-up, negatively impact cases that generate overtime such as narcotics, trafficking and criminal gang activity investigations, and community involvement would be reduced.

5. **FIRE DEPARTMENT SAVINGS ($124,000):** The City is currently in contract negotiations with the Tracy Firefighter's Association. Through the City's efforts to bring revenues in line with expenditures, the City is seeking to reduce labor costs. As with all represented units in the City, results of contract negotiations with the Tracy Firefighter's Association could yield additional savings.

City of Tracy
List of Service or Programs
Eligible for Reduction or Elimination
(Narrative Description)

6. **ELIMINATION OF SUPPLEMENTAL SERVICES AGREEMENT AT FIRE STATION 91 ($800,000):** In November of 2008, a 3-person Engine Company was staffed at Station 91 in addition to the existing 3-person Truck Company to address an increased rate of emergency call queuing issue *(queuing when a primary unit is already dedicated to an emergency and another station is required to handle the call, resulting in longer response times).* The call queuing rate at Station 91 prior to the supplemental services agreement was 19%. After implementation of the supplemental services agreement, call queuing dropped below 8%, the 5 minute response component improved by 7%, and confining a fire to the room of origin improved by 27%. At that time the Engine Company was also upgraded to provide Advanced Life Support services to District 91. Elimination of the Supplemental Services Agreement the City would return to previous performance levels resulting in longer response times. Further the department's ability to meet critical tasking goals in the City of 16 firefighters on scene in within 10 minutes would reduce from the current 34% to 2%.

7. **CHAMBER OF COMMERCE ($32,000):** Elimination of the Chamber of Commerce contract would result in reduction of economic development support functions such as the development and distribution of a community resource guide which acts as both a resident and visitor information guide and contains information on parks, schools, restaurants, shopping, lodging, and entertainment. Elimination of the maintenance of the Shop Inside the Triangle website, co-hosting of the annual business forum event and small business workshop, among others.

8. **4TH OF JULY FIREWORKS ($15,000):** Elimination of the $15,000 support for the Chamber's 4th of July fireworks community event would result in no fireworks display and limit the 4th of July celebration to the parade.

9. **SAN JOAQUIN PARTNERSHIP ($17,500):** The San Joaquin Partnership takes an active role as an advocate for business in fee issues as well as monitoring transportation funding. They assist and encourage businesses to take advantage of credits for the Enterprise Zone and "green" building and maintain a National Marketing Program, reaching out to prospective companies to inform them of what San Joaquin County offers in terms of transportation, competitive operating costs, and workforce availability by attending trade shows, meeting one on one with prospective companies and the like. Elimination of funds may impact having dedicated pro-active representation for the City of Tracy.

City of Tracy
List of Service or Programs
Eligible for Reduction or Elimination
(Narrative Description)

10. **TRACY AREA GENEALOGICAL SOCIETY – FINANCIAL SUPPORT FOR PG&E EXPENSES ($9,000):** Elimination of the City's financial support to the Tracy Area Genealogical Society for their utilities may result in their inability to maintain office hours at the Historical Museum or provide services from that location.

11. **TRACY AREA GENEALOGICAL SOCIETY – FINANCIAL SUPPORT FOR INTERNET EXPENSES ($3,600):** Elimination of the City's financial support to the Tracy Area Genealogical Society for their internet access may result in their inability to have adequate computer access to perform certain duties and/or maintain office hours at the Historical Museum or provide services from that location.

TRACY CITY COUNCIL	REGULAR MEETING MINUTES
June 1, 2010, 7:00 p.m.	
City Council Chambers, 333 Civic Center Plaza	*Web Site:* www.ci.tracy.ca.us

Mayor Ives called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

The invocation was provided by Reverend Willie Rolland, People of Christ Missionary Baptist Church.

Roll call found Council Member Abercrombie, Maciel, Tolbert, Mayor Pro Tem Tucker and Mayor Ives present.

Mayor Ives and Council Member Abercrombie presented Certificates of Recognition to D.A.R.E. Students.

1. CONSENT CALENDAR - It was moved by Council Member Abercrombie and seconded by Council Member Maciel to adopt the consent calendar. Roll call vote found all in favor; passed and so ordered.

   A. Minutes Approval – Special meeting minutes of March 16, 2010, and closed session minutes of May 18, 2010, were approved

   B. Acceptance of the Storm Drain Improvements at Various Locations, 2009 Project - CIP 76051, Completed by Sposeto Engineering, Inc., of Union City, California, and Authorization for the City Clerk to File the Notice of Completion – Resolution 2010-068 accepted the project.

   C. Acceptance of the Traffic Signal Coordination – Tracy Boulevard Project - CIP 72064, Completed by May-Han-Electric Inc. (dba M & M Electric) of Sacramento, and Authorization for the City Clerk to File the Notice of Completion – Resolution 2010-069 accepted the project.

   D. Approve Annual Ground Lease Rate Increase by 4.8 Percent for Privately-Owned Hangars at Tracy Municipal Airport Effective July 1, 2010 – Resolution 2010-070 approved the rate increase.

   E. Authorize Amendment of the City's Position Control Roster by Reallocating One Maintenance Worker I Position to a Maintenance Worker II Position – Resolution 2010-071 authorized amendment of the City's position control roster.

   F. Accept Travel Report from City Attorney Regarding Attendance at League of California Cities City Attorney Conference – Report accepted.

   G. Appropriation of $40,000 from Community Development Agency Project Fund 381 to the Tracy Municipal Airport Main Entrance Improvement Project - CIP 77032 – Resolution 2010-072 approved the appropriation.

H. Approve Professional Services Agreements with Various Consultants to Prepare Technical Studies and Development Impact Fee Studies for Water, Wastewater, Roadways, Storm Drainage, Parks And Public Buildings, and to Prepare the Finance and Implementation Plan for the Ellis Program Project Area – Resolution 2010-073 approved the Professional Services Agreements.

2. ITEMS FROM THE AUDIENCE - Dave Helm addressed Council requesting that funding to the D.A.R.E. program not be decreased, and fees for paramedic services not be assessed. Mr. Helm indicated he would have appreciated being able to provide input and vote on the appropriation of funds for the Municipal Airport Main Entrance Improvement project item.

Amit Pal, Field Representative for Senator Lois Wolk, invited Council and Tracy residents to attend a seminar regarding scams focused toward seniors. The seminar will be held on Thursday, June 10, 2010, at the Lolly Hansen Senior Center between 1:15 p.m. and 3:00 p.m.

A resident at 41407 West Valpico Road urged Council not to cancel the D.A.R.E. program.

Miguel Flores, a teacher from McKinley Elementary School, encouraged Council to continue funding the D.A.R.E. program.

Kayla Tabaldi, 777 Forecast Lane, a former D.A.R.E. student and volunteer addressed Council regarding the reduction of funding for the D.A.R.E. program.

Terri Donaldson addressed Council regarding the possibility of having a fund raiser to assist with the continuation of the D.A.R.E. program.

Ms. Walther, 215 La Monte Lane, addressed Council regarding the benefits of the D.A.R.E. program, and requested the program be continued.

Lisa Thompson, Youth Advisor for the D.A.R.E. program, addressed Council regarding the potential negative effects of cancelling the D.A.R.E. program.

Pastor Mark Buenafe, First United Methodist Church, stated he was leaving the area and thanked Council for the partnership he has enjoyed with the Council and the community. Pastor Buenafe introduced Anthony Jenkins Sr., as the new Pastor at First United Methodist Church.

Larry Hite addressed Council regarding the D.A.R.E. program and its emphasis on volunteerism.

Kelsey Bernal addressed Council regarding the D.A.R.E. program and the positive influence the program has on students.

Tammy Thompson addressed Council regarding the benefits of the D.A.R.E. program.

William Hanson, 952 Center Court Drive, addressed Council regarding drug prevention across the nation, and the importance of the D.A.R.E. program.

3. PUBLIC HEARING TO ADOPT A PER LANE FEE UNDER CERTAIN PARAMETERS FOR NON-PROFIT USE OF THE PINKIE PHILLIPS AQUATIC CENTER POOL AT WEST HIGH SCHOOL - Rod Buchanan, Parks and Community Services Director, presented the staff report. Mr. Buchanan stated that during the Council meeting of March 16, 2010, Council was provided with a list of new or adjusted fees pertaining to Parks and Community Services Department recreational programs, admissions and facility rentals for consideration and adoption. One of the fees presented was for the rental of one-half of the Pinkie Phillips Aquatic Center Pool for non-profit organizations that provide their own lifeguards. The proposed fee was $57.75 per hour, which was based on City Council's action in July of 2009, which temporarily approved this same fee for the use of this pool for the summer of 2009. Prior to Council action on March 16, 2010, the approved fee for such use was $95.00 per hour. The newly-adopted fee represented a $37.25 per hour reduction. Although Council approved the proposed fees at their March 16, 2010 meeting, Council also directed staff to evaluate the impact of a per-lane fee and/or a non-peak hour rental fee in response to requests to establish a per-lane fee from Tracy Tritons and the Eels (a newly-formed Masters Swim Club). As per Council's direction, staff evaluated the operational impacts and direct costs associated with establishing a per-lane fee and reviewed the option of establishing a non-peak hour rental fee.

In evaluating the operational and financial impacts of implementing a per-lane fee, it is necessary to project the days, times and number of hours of use. For example, based on the 2010 application submitted by the Tritons for use of the West High pool for practices, and in discussions on the possible number of lanes estimated to meet these needs, the Tritons' rental days would be Monday through Friday, with a two hour session in the morning (7:00 AM to 9:00 AM) and a two hour session during the evening (5:00 to 7:00 PM), for a total of four hours per day (20 hours per week and approximately 160 hours for the summer). Although it has been represented to staff that the Tritons will remain on the half-pool rental arrangement, the Tritons have indicated the need for an average of five lanes per session. The Eels have expressed an interest in lane use on Monday, Wednesday and Fridays from 5:00 AM to 7:00 AM. The Eels have also indicated that they would be willing to pay $10.00 per lane per hour with a three lane minimum.

Currently, the City incurs one hour of staff time to open and check the facility for the Tritons as their rental begins in the morning before City programs start. The City would incur two hours of staff time during the proposed lane rentals for the Eels in order to open and check the facility and to monitor number of lanes used to calculate the use fee for each session. This additional two hours of staff time per day would cost the City approximately $725 in staff time for the 2010 season ($12.50 per hour). Other operational costs, such as chemical use and heating costs, would cost the City an estimated $18.00 per hour. The total direct costs for the 2010 season, not including other fees charged by Tracy Unified School District to the City or City overhead, is approximately $1,805. The projected use of a minimum of three lanes for the two hour practice sessions would gross the City $1,740 over the 2010 season. This would create a small impact of $65.00 for the season to the General Fund.

Renting the pool by the lane during normal operational hours could impact the City's ability to maximize use of the West High swimming pool. Under current rental policies, the City rents either the entire West High pool or half of it for these types of uses. In

doing so, the City is committing the entire or half of the pool for that use, and does not schedule programming during the hours of these rentals. If a group were to rent four or fewer lanes, the result would be one quarter or more of the pool not being used for programming or available for other rentals, due in part to uncertainty of the number of lanes that may be rented each day. Such programming and rental opportunities must be known far enough in advance to permit adequate marketing of programs. Staff recommended that a per-lane fee be allowed only during off-peak hours.

Staff contacted eight other public agencies to obtain information on the fees they charged to non-profit/swim team organizations for per-lane fees. These agencies include the cities of Turlock, Folsom, Pleasanton, Roseville and San Ramon, as well as the Tracy, Lodi, and Manteca Unified School Districts. Only one of the eight contacted by staff charged a per-lane fee. However, if certain conditions are met as outlined in the recommendations below, staff believes the Eels' per-lane fee request can be accommodated with minimal fiscal impact.

NON-PEAK HOUR RENTAL FEE: The City begins programming at the Pinkie Phillips Aquatic Center Pool at West High each weekday at 8:30 a.m. with programs or general recreation swimming running until 8:05 p.m. Lap swim is available from 8:00 p.m. to 9:00 p.m. Monday through Thursday. Recreation swim and rentals are scheduled on the weekends. Non-peak hours are those hours outside of these times (any time prior to 8:30 a.m. or after 8:05 p.m. on weekdays). Staff recently accommodated a request from the Tritons to use West High pool for practices during prime time from 5:00 p.m. to 7:00 p.m., and developed the 2010 season programming schedule to accommodate the requested hours. It is doubtful that the Tritons would use off-peak hours in the evening as they have not expressed an interest to do so. Staff will be required to open and close the facility anytime non-peak hours are used, which would increase staffing costs.

There is no impact to the General Fund if Council does not change the currently approved fees. There will be an impact to the General Fund if City Council desires to adopt a per-lane fee or a non-peak hourly rental fee.

Staff recommended that Council adopt a per-lane fee under the following conditions:

1. A per-lane fee of $10.00 is only available during non-peak hours;
2. A minimum of 3 lanes must be used during any period;
3. The lanes are 25 yards in length;
4. If any part of a rental overlaps established peak hours times, the per-lane fee is not available; and
5. The per-lane fee is available only for California Non-Profit Corporations with principle offices located within the City of Tracy that provide their own lifeguards.

Mayor Ives opened the public hearing.

Chad Wood, 1047 S. Tracy Boulevard, Vice President of the Electric Eels, addressed Council regarding the per lane fee. Mr. Woods indicated visiting members from other cities would have access to the pool and would spend money while in town. Mr. Wood recommended the city open up this opportunity to non-profit members who live within the city limits.

Michelle Loomis, 1221 Claremont Court, thanked staff for working with the Electric Eels in establishing a per lane fee.

As there was no one further wishing to address Council, the public hearing was closed.

It was moved by Council Member Abercrombie, and seconded by Council Member Maciel to adopt Resolution 2010-074 approving a per lane fee under certain parameters for non-profit use of the Pinkie Phillips Aquatic Center Pool at West High School. Voice vote found all in favor; passed and so ordered.

4. PUBLIC HEARING TO CONSIDER THE PROPOSED ANNEXATION (2010-1) OF THE ISLAMIC SOCIETY OF TRACY PROJECT INTO THE TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT AS ZONE NO. 41; DECLARE RESULTS OF THE PROPERTY OWNER PROTEST BALLOT AND APPROVE CERTAIN RELATED ACTIONS; CONFIRM THE ANNEXATION OF THE PROJECT INTO THE DISTRICT AS ZONE 41 AND ORDER THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2010/2011 - Anne Bell, Management Analyst, presented the staff report. The Islamic Society of Tracy, as property owner (Owner), previously petitioned that the City annex their project, located at 350 N. Corral Hollow Road, Tracy (on the east side of Corral Hollow, between Cypress Drive and Tennis Lane), into the Tracy Consolidated Landscape Maintenance District (TCLMD) pursuant to the "Landscaping and Lighting Act of 1972" being Part 2 of Division 15, of the Streets and Highway Code of the State of California.

The City Council, on May 18, 2010, initiated proceedings for the annexation of territory and for the levy and collection of annual assessments, provided preliminary approval of the Engineer's Report, declared its intention to annex territory to the TCLMD, to levy and collect an annual assessment, and to conduct a public hearing regarding the annexation to TCLMD and the levy of assessments. Subsequently, the owner protest ballot was mailed to the Owner for completion and was returned to the City Clerk by the close of the public hearing on June 1, 2010.

There will be no impact to the General Fund. The property owner will bear the costs of annexation proceedings and future assessments. The maximum assessment rate per equivalent dwelling unit (EDU) will be $323.46 per year (the parcel has 4.16 EDUs).

Staff recommended that at the conclusion of the Public Hearing, City Council, by resolution, (1) declare the results of the property owner protest ballot proceeding conducted for the levy of assessments for the annexation of the Islamic Society of Tracy Project into the TCLMD as Zone No. 41, commencing in Fiscal Year 2010/2011 and approve certain related actions; and (2) confirm the annexation of the Project into the TCLMD as Zone 41, and order the levy and collection of assessments for Fiscal Year 2010/2011.

Mayor Ives opened the public hearing. As there was no one wishing to address Council on the item, the public hearing was closed.

The City Clerk opened the ballot and announced that one ballot was received in favor of levying of assessments.

It was moved by Council Member Abercrombie and seconded by Council Member Maciel to adopt Resolution 2010-075 declaring the results of the property owner protest ballot proceeding conducted for the levy of assessments for the annexation of the Islamic Society of Tracy Project into the Tracy Consolidated Landscape Maintenance District as Zone No. 41 commencing in fiscal year 2010/2011, and approving certain related actions. Voice vote found all in favor; passed and so ordered.

It was moved by Council Member Abercrombie and seconded by Council Member Maciel to adopt Resolution 2010-076 confirming the annexation of the Islamic Society of Tracy project into the Tracy Consolidated Landscape Maintenance District as Zone No. 41 and ordering the levy and collection of assessments for fiscal year 2010/2011. Voice vote found all in favor; passed and so ordered.

5. PUBLIC HEARING TO AMEND THE RESIDENTIAL AREAS SPECIFIC PLAN TO ADD COMMUNITY GARDEN AS A CONDITIONALLY PERMITTED LAND USE ON COMMERCIAL PROPERTIES – APPLICATION NUMBER SPA10-0001 - Kimberly Matlock, Assistant Planner, presented the staff report. The RSP is a land use policy and zoning document that was adopted by the City Council in 1987. It covers approximately 1,481 acres and includes residential and commercial land uses. The RSP allows a variety of land uses, including residential of low and medium densities, neighborhood-oriented commercial, and automobile-oriented commercial. Property land use designations have been amended from time to time. Such amendments are normally initiated in response to market changes or to accommodate new land use types that did not exist at the time the RSP was adopted.

A majority of the properties in the RSP area are developed and occupied. A few properties, including the northwest corner of MacArthur Drive and Mount Diablo Avenue, designated NS, and south of Grant Line Road, between Orchard Parkway and Corral Hollow Road, designated GHC, have not yet been developed.

The proposal is a City-initiated request to amend the RSP to define community garden and add it as a conditionally permitted land use. Staff recommended amending Sections 4.1.2.1 and 4.1.2.2 to conditionally permit community gardens on sites within the RSP area designated NS and GHC and to consider parking requirements on a case-by-case basis through each Conditional Use Permit. Community gardens are currently not permitted within the RSP.

Community gardens are generally made up of individual garden plots that may be leased by members of the community. Gardens can include edible and inedible plants. Other common features include hose bibs and garden hoses, pathways between plots, perimeter or individual plot fencing, designated compost collection areas, enclosed equipment storage areas, and bulletin boards for posting messages to gardeners.

Applications for community gardens will be reviewed for compliance with City standards through the Conditional Use Permit process. Also, the City will have the ability to evaluate the appropriateness of the proposed community garden in relation to operational plan, site context, and comments or concerns made by neighboring property owners and residents. Through a Conditional Use Permit, the Planning Commission has the ability to require conditions of approval that will help the project meet applicable Codes and standards and address site-specific land use compatibility.

The Tracy Municipal Code and RSP do not establish minimum parking requirements for community gardens. Staff recommended amending RSP Sections 4.2.4.2 and 4.2.4.3 regarding commercial off-street parking and on-street parking. Specifically, the location of parking (either on-site or off-site), number of spaces, and the degree of parking improvements (i.e. paving, lighting, and landscaping), shall be considered on a case-by-case basis through the Conditional Use Permit process.

On January 12, 2010, the First Presbyterian Church approached the City regarding their property on the northwest corner of MacArthur Drive and Mount Diablo Avenue. The property owners have long term plans to build a church on this property. In the meantime, the property owners would like to develop a community garden open to the residents in and surrounding Tracy. The First Presbyterian Church has applied for a conditional use permit (CUP10-0002) to establish a community garden on their property in anticipation of City Council approval of the proposed RSP amendment. The Planning Commission approved the conditional use permit on May 12, 2010, contingent upon City Council amendment of the RSP.

Public Resources Code section 21083.3 and its parallel Guidelines provision, section 15183, provide for streamlined environmental review for projects consistent with the development densities established by existing zoning, general plan, or community plan policies for which an environmental impact report ("EIR") was certified. Such projects require no further environmental review except as might be necessary to examine whether there are project-specific significant effects that are peculiar to the project or its site.

On May 19, 1987, the City certified the Master Environmental Impact Report for the Residential Areas Specific Plan, and on July 20, 2006, the City adopted a new General Plan (the "2006 General Plan") and certified the associated General Plan EIR (SCH# 1992 122 069) (the "2006 General Plan EIR"). Staff examined the environmental effects of the project and determined that no further review is necessary. Finally, the 2006 General Plan EIR specified a number of feasible mitigation measures to address significant effects on the environment that would result in implementing the Plan.

The Planning Commission conducted a public hearing to consider this proposal on May 12, 2010, and voted unanimously to recommend that the Council approve the proposed amendment and define "community garden." One Commissioner commented that a mechanism should be in place to prevent commercial farming from occurring on the site.

Staff recommended that the City Council approve an amendment to the Residential Areas Specific Plan to add community garden as a conditionally permitted land use on properties designated NS and GHC and that parking be considered on a case-by-case basis through a Conditional Use Permit process.

Mayor Ives opened the Public Hearing.

David Weisenberger, 306 Coronado Way, a member of the Presbyterian Church, addressed Council in favor of the request.

As there was no one further wishing to address Council on the item, the public hearing was closed.

It was moved by Council Member Abercrombie and seconded by Council Member Maciel to adopt Resolution 2010-077 amending the Residential Areas Specific Plan to add community garden as conditionally permitted land use on commercial properties. Voice vote found all in favor; passed and so ordered.

6. PUBLIC HEARING TO INTRODUCE ORDINANCE ADOPTING AN AMENDMENT TO THE CITY OF TRACY COMMUNITY DEVELOPMENT PROJECT AREA PLAN PURSUANT TO HEALTH AND SAFETY CODE SECTION 33333.6 (e)(2), AMENDING RELATED ORDINANCES AND ADOPTION OF A RESOLUTION ELECTING STATUTORY PASS-THROUGH PAYMENTS PURSUANT TO HEALTH AND SAFETY CODE SECTIONS 33607.5 AND 33607.7 - Ursula Luna-Reynosa, Economic Development Director, presented the staff report. A major redevelopment reform bill, Assembly Bill 1290 (AB 1290), was enacted in 1994 by the State Legislature, which among other things imposed a time limit for the incurrence of debt on all existing redevelopment plans. Pursuant to the requirements of AB 1290 (codified as Health and Safety code Section 33333.6), the Council adopted Ordinance 508 on November 15, 1994, amending the Plan so as to establish a deadline on incurring debt of July 17, 2010.

In 2002, the State Legislature passed Senate Bill 211 (codified in part as Health and Safety Code Section 33333.6 (e)(2). This section now permits the City Council to amend the Plan to delete the debt incurrence time limit from the Plan.

Adoption of the ordinance will trigger a requirement to make statutory pass-through payments pursuant to Health and Safety Code Section 33607.7 to each affected taxing entity with which the Community Development Agency (the "Agency") does not already have a pre-1994 pass-through agreement.

The Agency currently has pass-through agreements with most affected taxing agencies, including the County of San Joaquin, the San Joaquin County Library, the County of San Joaquin Service Area No. 11, the County of San Joaquin Flood Control District, the Tracy Joint Union High School District, the Tracy Elementary School District, the Jefferson Elementary School District, the San Joaquin Delta Community College District, and the San Joaquin County Superintendent of Schools. These existing agreements constitute more than 75 per cent of the property tax dollar and generally provide for greater pass-through payments to these taxing entities than they would receive under Section 33607.7. Taxing entities including the City of Tracy, the Banta Elementary School District, the Tracy Cemetery, the San Joaquin Mosquito Abatement District, the Banta Carbona Irrigation District, the Naglee-Burke Irrigation District, and the Westside Irrigation District are eligible for statutory pass-throughs pursuant to Health and Safety Code Section 33607.7. Thus, statutory pass-through payments will be required in the amounts described in Attachment B to the staff report only with respect to taxing agencies representing about 25 per cent of the property tax dollar, including the City of Tracy, whose property tax share represents most of that percentage. Attachment B, prepared by the Agency's fiscal consultant, quantifies the projected statutory pass-through payments required as a result of the amendment.

The statutory pass-through payments will begin with the 2010-2011 fiscal year and will be equal to 20 per cent of the relevant taxing agency's share of tax increment growth generated after 2009-2010. The City can elect to receive the first-tier pass-through

payments that consist upwards of most of the pass-through payments triggered as a result of the amendment.

Beginning in 2020-2021, the agencies entitled to statutory pass-through payments will be entitled to receive additional payments equal to 16.8 per cent of each agency's share of the tax increment growth occurring after 2019-2020. The City will not be eligible for this second-tier pass-through payment.

In 2003, the Agency issued tax allocation bonds secured by tax increment allocated to the Agency attributable to property tax growth in the Project Area. Pursuant to Section 5.09 of the Bond Indenture for the $35,095.000 Series A Tax Allocation Bonds and the $20,625,000 Series B Subordinate Tax Allocation Bonds (the 2003 Bond Indenture), the Agency has obtained a written opinion of an independent redevelopment consultant confirming that such payments will not adversely impair the Agency's ability to pay debt service payments on the 2003 Bonds.

Section 33333.6(e)(2) permits the Council to bypass most of the procedures normally required for redevelopment plan amendments. The Council may adopt the proposed Ordinance in accordance with the normal procedures for the enactment of ordinances. A duly noticed public hearing has been scheduled for the Ordinance. Pursuant to CEQA Guidelines Section 15378(b)(2), (4) ad (5), adoption of the Amendment is not a "project," and is exempt from CEQA review. Staff recommended the Council approve a CEQA Notice of Exemption for the Ordinance and the Amendment.

Staff recommended that City Council introduce the proposed ordinance amending the City of Tracy Community Development Project Area Plan, Ordinance 482, adopted on July 17, 1990, Ordinance 508, adopted on November 15, 1994 and Ordinance 1123, adopted on September 16, 2008, and adopt a resolution electing statutory pass-through payments pursuant to Health and Safety Code Sections 33607.5 and 33607.7 and that the Council adopts the proposed Notice of Exemption for the Ordinance.

Mayor Ives opened the public hearing. Since there was no one wishing to address Council on the item the public hearing was closed.

The Clerk read the title of proposed Ordinance 1149.

It was moved by Council Member Abercrombie and seconded by Council Member Maciel to waive reading of text. Voice vote found all in favor; passed and so ordered.

It was moved by Council Member Abercrombie and seconded by Council Member Maciel to Introduce Ordinance 1149. Voice vote found all in favor; passed and so ordered.

It was moved by Council Member Abercrombie and seconded by Council Member Maciel to adopt Resolution 2010-078 electing statutory pass-through payments pursuant to Health and Safety Code Sections 33607.5 and 33607.7 in connection with the amendment to the City of Tracy Community Development Project Area Plan. Voice vote found all in favor; passed and so ordered.

7. APPROVAL OF WAYFINDING SIGN SYSTEM CONCEPTUAL DESIGN - Ursula Luna-Reynosa, Economic Development Director, presented the staff report. Ms. Luna-Raynosa stated that the City Council appropriated $75,000 for design of a wayfinding sign system in the Fiscal Year 09-10 adopted budget. On January 19, 2010, a professional services agreement with Frazier Associates was approved by the Council. The goal of the project is to provide both vehicular and pedestrian signage to direct the public to regional serving public and private facilities including regional serving retail centers.

On February 24, 2010, the Consultant met with the internal task force which includes Council Member Tucker, City staff and Cal-Trans representatives to ensure all signs meet safety, code and readability requirements; discuss goals and objectives of the system; and discuss general design parameters that best represent the community. On February 25, 2010, the Consultant met with external stakeholders including auto dealers, the manager of West Valley Mall, the manager of the Tracy Outlets, the president of the Tracy Chamber of Commerce, long time Tracy residents, and a group of Downtown merchants/ property owners. The Consultant spent four days in Tracy touring the City, evaluating existing signage, conducting field work and identifying colors, icons, and images that convey the feel and goals of the community.

On April 28, 2010, the Consultant presented key findings and schematic design options to the internal task group. Three schematic design options were also presented; option 1 is inspired by more traditional design elements ("Design Option 1"), option 2 is inspired by more contemporary design elements ("Design Option 2"), and option 3 a hybrid of elements from both Design Option 1 and Design Option 2 ("Design Option 3"). The Consultant prepared Design Option 3 after receiving feedback from the internal task force at the April 28, 2010 meeting.

Once a design option is approved by the City Council, the next step will be to finalize the locations of the various signs (e.g. gateway signage, trailblazer signs, downtown signs, etc.) and begin construction documents.

There is no fiscal impact associated with approving a design option. The cost of design services was approved in the Fiscal Year 09-10 adopted budget.

Ms. Luna-Reynosa Introduced representatives from Frasier Associates who provided a power point presentation illustrating way finding sign samples.

Staff recommended that the City Council, by resolution, approve Design Option 3.

Council Member Maciel suggested the logo not be tampered with since it is so new to many people. Council Member Maciel suggested hospitals be included in the way finding. The representatives indicated emergency locaters were not usually included.

Council Member Abercrombie asked if the $450,000 included the complete process. Ms. Luna-Reynosa indicated she believed it was $425,000, and that it did include the complete process.

Council Member Abercrombie asked for clarification regarding freeway signs and if Caltrans was resistant to the idea. Ms. Luna-Reynosa stated cities can't advertise

specific businesses, but can point to primary destinations such as the mall, outlet malls, etc.

Council Member Abercrombie stated he was struggling with the cost of the program and the economic benefits. Ms. Luna-Reynosa indicated she did not have any economic data to back up the program, but explained further how the signage becomes important to those visiting the community.

Council Member Abercrombie asked for clarification regarding CIP funds. Mr. Churchill indicated this was a one time revenue and did come from the general fund.

Council Member Maciel asked if there is evidence to indicate wayfinding signs are beneficial to local businesses. Ms. Luna-Reynosa stated the business community has been very supportive of the wayfinding system.

Mayor Ives invited members of the public to address Council on the item.

Craig Saalwaechter, 4083 Payton Lane, addressed Council suggesting that other groups would prefer the funds being spent on their projects. Mr. Saalwaechter indicated the most important thing was to get visitors off the freeway and into town.

Tim Smith, a resident of Tracy, stated he did not understand how the city could discuss cutting police, the D.A.R.E. program, and other important projects and spend $450,000 on signs.

Melody Potter, 31 W. Tenth Street, addressed Council in favor of the wayfinding sign program.

Dale Cose, P.O. Box 326, addressed Council in favor of the wayfinding signs. Mr. Cose stated he was concerned about budget issues and wondered if there were ways to phase in this program and not spend the entire amount in one lump sum.

Robert Tanner, 1371 Rusher Street, asked Council to defer the expense of this program until the budget could accommodate the expense.

Winston Chen indicated if the benefits could not be quantified then the City should not proceed with the program.

Mayor Pro Tem Tucker indicated she was impressed with the conceptual design and the fact that the City received a lot of community input. Mayor Pro Tem Tucker indicated she was concerned with the cost of the primary signs but would accept the report and attempt to obtain a better understanding of the cost to put these signs in place.

Council Member Maciel stated he believed this type of program could lead to enhanced revenue in the long-term and suggested scaling back the program and offering options for Council consideration.

Council Member Tolbert agreed to accept the report, approve option 3, and move ahead so that Tracy is positioned to be the place where economic development will make a turn-a-round.

Council Member Abercrombie thanked the representatives from Frazer for their input, time and efforts. Council Member Abercrombie indicated accepting the report does not mean Council has authorized spending funds on the signs.

Mayor Ives indicated he has never spoken with a business owner who doesn't agree that signage was huge and helps to determine where businesses locate. Mayor Ives indicated he was in favor of approving the conceptual design of the wayfinding signs.

It was moved by Council Member Maciel and seconded by Mayor Pro Tem Tucker to adopt Resolution 2010-079 approving the Wayfinding Sign System Conceptual Design. Voice vote found Council Member Maciel, Tolbert, Mayor Pro Tem Tucker and Mayor Ives in favor; Council Member Abercrombie opposed.

Mayor Ives called for a recess at 8:58. The meeting was reconvened at 9:05 p.m.

8. RECEIVE REPORT ON THE LANDSCAPE MAINTENANCE DISTRICT FINANCING MEASURE AND RELATED INFORMATION - Mayor Ives opened discussion on items 8, 9 and 10.

Maria Hurtado, Assistant City Manager, presented a summary of the cost saving efforts the city has taken to address the deficit.

Kevin Tobeck, Public Works Director, presented the staff report regarding the landscape maintenance district financing measure. Mr. Tobeck stated that the City's first Landscape Maintenance District (LMD) was established in 1985. Two additional LMDs were formed in 1988 and 1998. The purpose of the LMDs was to provide funding for enhanced landscaping along City streets, and additional parks in newly developed areas. These newly developed areas were assessed on an annual basis to pay for the maintenance of the enhanced street landscaping and new parks. In 2003, the three LMDs were consolidated into one district in 2003 to reduce administrative costs.

The current consolidated LMD includes 40 zones and is comprised of approximately 63 per cent of the parcels in the City. The 40 zones in the LMD vary in size and in the amounts of their respective assessments. The remaining 37 per cent of parcels are not in the LMD and, therefore, are not assessed for landscape maintenance. As such, landscape maintenance in those areas of the City is paid for out of the General Fund. These areas are typically in the older sections of the City.

The total assessment revenue anticipated for the LMD for Fiscal Year 2010-11 is $2,309,049. These assessment revenues will be provided by the 15,334 parcels in LMD zones. Each single family residential parcel equals one Equivalent Benefit Unit (EBU). An EBU is the methodology used to assign a proportionately weighted value to each parcel. The existing average assessment per EBU is approximately $96.00 (there are 24,014 EBUs in the existing LMD). If all parcels within the City were assessed for landscape maintenance to provide additional funding of $800,000, the assessment would be approximately $73.00 per EBU (there are 42,694 EBUs for the entire City).

Under this scenario, approximately 13,240 parcels (54 per cent) would pay less than their current assessment amount. Another 718 parcels (3 per cent) would be assessed at approximately the same amount. The remaining 10,460 parcels (43 per cent) would pay a higher assessment (9,084 parcels currently pay no assessment because they are

not in the LMD). The additional $800,000 in funding would be used to further enhance landscape maintenance throughout the City, including park improvements, tree trimming, and graffiti abatement.

In 2011, Assessment District (AD) 87-3 will be closed. This will reduce the annual assessment for 6,340 parcels in the LMD by approximately $150. Consequently, the impact of any increase from a maintenance parcel tax is offset by the elimination of the AD 87-3 assessment.

Preliminary polling efforts are underway via the Godbe Research firm to asses the viability and timing of a public safety parcel tax, LMD parcel tax or a general tax measure. A critical consideration of introducing a general tax measure option is that a parcel tax (for Public Safety or LMD) requires two-thirds majority vote and a general tax measure (e.g. one-half cent sales tax, utility tax, etc.) requires a simple majority vote (i.e. any amount more than 50 per cent).

Assessing public opinion about preferred measures is a critical step in determining how to meet the City's revenue generating goals. Staff will present polling results to Council at the July 6, 2010, Council meeting for consideration.

Staff recommended that Council receive the report on the Landscape Maintenance District Financing measure and related information.

Council Member Abercrombie asked how voting was done for the LMD. Mr. Tobeck stated it required a two-thirds approval by the voters.

Mayor Pro Tem Tucker asked if it was possible to have a two-tiered tax structure for this type of program since some of the newer developments have more intense landscaping. Mr. Tobeck indicated it was possible.

Council Member Maciel asked if there was any break down regarding the cost of tree maintenance. Mr. Tobeck indicated there was a breakdown on tree maintenance available.

Council Member Maciel asked if any of the districts carry a surplus. Mr. Tobeck stated most areas were under-funded.

9. RECEIVE STATUS UPDATE ON AND DISCUSS TAX MEASURE OPTIONS - Maria Hurtado, Assistant City Manager, presented the staff report. Ms. Hurtado stated that in the November 3, 2009 elections, voters in many areas of California decided on over 100 local measures, including 57 concerning taxes, fees or bonds for cities, counties, special districts and schools.

The overall passage rate of non-school local tax measures in this election was similar to that of prior elections over the last decade. Of the 36 majority-vote tax measures, two out of three (a total of 24) passed. Since 2001, 65 per cent of majority vote local tax measures have passed. General tax measures that require 51 per cent majority vote have historically had a favorable passage rate.

Additionally, five city parcel tax measures were on the ballot. Three of the five extended existing taxes. These three passed. The two proposals for new parcel taxes failed,

including a measure in Pacific Grove which garnered a 62.2% yes vote, but fell short of the two-thirds approval needed.

The City's revenue generating strategies to date have specifically concentrated on two parcel tax options; the Public Safety Parcel Tax and the LMD Parcel tax, both of which require a two-thirds majority vote. Given staff's most recent conversations with polling experts, it is prudent to expand the parcel tax revenue options to include consideration of a general tax measure, which would require a 51 per cent majority versus a two-thirds majority vote.

Preliminary polling efforts are underway via the Godbe Research firm to assess the viability and timing of a public safety parcel tax, an LMD parcel tax or a general tax measure. A critical consideration of whether to introduce a parcel tax or general tax measure is that a parcel tax, like a Public Safety Parcel Tax or an LMD Parcel Tax requires a two-thirds majority vote whereas a general tax measure, such as a sales tax or utility tax, requires a 51 per cent majority vote. For example, if a ½ cent sales tax was approved by voters (which is considered a general tax and requires only 51 per cent majority vote), it could produce a $4.6 million dollar revenue stream for the City. If the voters were to approve a $200 per parcel Public Safety Parcel Tax, which requires a two-thirds majority vote, it would generate approximately $4.8 million per year. If the voters were to approve a $150 per parcel across the board for a citywide Landscape Maintenance Parcel Tax, it would generate an additional $900K per year.

Assessing public opinion about preferred measures is a critical step in determining how best to accomplish the City's revenue generating goals. As mentioned in the previous staff reports, staff will present polling results to Council at the July 6, 2010 Council meeting for consideration and direction. Additionally, a successful ballot measure may depend on the City's ability to: (1) evaluate the feasibility of the particular revenue measure passing; (2) align the City's needs with voter expectations; (3) evaluate the specific timing of placing a measure on the ballot, and (4) develop and implement a strategic education and outreach plan.

Enhancing these abilities will increase the likelihood of success on Election Day. The development of a strategy and communication plan is critical to identify key messages, themes and information important to Tracy's constituents. The polling results and a recommendation on whether to pursue a general tax or parcel tax will be presented to Council at the July 6, 2010 Council meeting for consideration.

Staff recommended that the Council receive and discuss the status update on the tax measure options.

10. DISCUSS THE EMERGENCY MEDICAL SERVICE COST RECOVERY AND MEMBERSHIP PROGRAM IMPLEMENTATION PLAN AND PROVIDE STAFF WITH DIRECTION ON DESIRED ALTERNATIVE(S) - Dave Bramell, Acting Fire Chief, provided the staff report. Mr. Bramell stated that on June 16, 2009, Council adopted Resolution 2009-117 which set Emergency Medical Service (EMS) user fees for medical and vehicle accident responses. This resolution also established a fee-funded EMS Membership Program. On September 1, 2009, Council adopted Resolution 2009-161 which established an EMS Cost Recovery Program Policy and Procedure which details the internal policy for fire department personnel to follow in their administration of the cost recovery program.

On February 16, 2010, Council approved Resolution 2010-109 allowing the City to enter into a professional services agreement with ADPI-Intermedix to provide third party billing services. ADPI-Intermedix and staff have developed the necessary infrastructure to bill customers and continue to work out the details of transferring necessary data between the fire department and the billing company.

Staff anticipates a billing implementation date of July 1, 2010, allowing marketing of the program to occur during June. Membership program enrollment forms will be placed in key areas throughout the City. The marketing strategy includes advertising the program in utility bills, on the City's website, in print media and on Channel 26. Informational presentations will be provided to target groups, such as seniors.

Staff has also inquired of various insurance carriers to assess their coverage of the EMS Fee and discovered that insurance coverage varies between insurance providers and individual insurance policies.

On December 16, 2008, Management Partners presented Council with a number of budget solution strategies to address the structural budget deficit. Among the revenue generating strategies was a recommendation to implement an EMS Cost Recovery fee and Membership Program which was projected to generate $800,000 in new revenue.

This estimated revenue projection was based on the fee being implemented within the South County Fire Authority jurisdictional area, which includes the Mountain House and the Tracy Rural areas. However, both the Tracy Rural Fire District and the Mountain House Community Services District have decided not to implement the fee.

EMS Cost Recovery Fee and Membership Program Options:

Option 1 – Move forward with the implementation of the EMS Cost Recovery Fee and Membership Program as adopted by Council with the July 1, 2010 implementation date.

Option 2 – Rescind the fee and eliminate the program. The fiscal year 2010/2011 Budget includes the $455K revenue projection generated by the EMS fee and membership program. If this option is considered, staff recommends that Council identify an alternative revenue option in the amount of $455K or identify an expense reduction in the amount of $455k to offset the loss of revenue.

Option 3 – Proceed with implementation of the EMS fee on July 1, 2010, and pursue a public safety parcel tax or a general tax measure. If a tax measure is approved, consider eliminating the EMS Cost Recovery Fee and Membership Program at that time.

Preliminary polling efforts are underway to asses the viability and timing of a public safety parcel tax, LMD parcel tax or a general tax measure. Staff will present results to Council at the July 6, 2010 Council meeting for discussion.

Staff recommended that Council move forward with implementation of the EMS fee and membership program as approved by Council as described in Option 1. If Council chooses to rescind the fee, staff recommends Council identify an expenditure reduction of $455K as described in Option 2, or other viable revenue alternatives.

Council Member Abercrombie asked if it was possible to postpone implementation of the EMS fee to see if a tax would be approved by the voters. Mr. Bramell indicated Council would need to identify approximately half of those fees due to timing.

Council Member Tolbert asked if the public safety parcel tax, LMD tax and EMS fee were deductible from state and federal income taxes. Mr. Churchill indicated a parcel tax is tax deductible, sales tax is not, and the EMS is a fee and is not tax deductible.

Council Member Abercrombie asked if there was a tax difference for residential and commercial properties. Mr. Tobeck indicated for the LMD it was a weighted average; equal in average based on the size of the parcel.

Council Member Abercrombie asked if it was possible to add a sunset clause on a general sales tax or parcel tax. Daniel Sodergren, City Attorney, indicated a sunset date could be placed on either.

Mayor Pro Tem Tucker indicated the main hang-up with the EMS fee was for residents to pay the fee vs. non-residents. Mayor Pro Tem Tucker suggested modifying the fee for EMS fees; first call no bill, second or subsequent calls would trigger the fee.

Council Member Tolbert reiterated that the EMS fee would be covered by a number of major health plans.

Council Member Maciel indicated the real issue is budget deficit and revenue generation. The upside of a user fee is that it is charged only to those who use it. The long term solution was to come up with some sort of revenue stream and find out from the public what is more palatable. Council Member Maciel stated he was in favor of holding off implementing the EMS fee until November.

Craig Saalwaechter, 4083 Payton Lane, asked for clarification regarding repeat EMS calls. Mr. Bramell stated some users call two or three times for services. Mr. Saalwaechter suggested the City may find that at polling residents are in favor, but do not vote in favor at election time. Mr. Saalwaechter added the public does not understand the sunset clause and suggested Council pursue option 1 on the EMS fee.

Council Member Maciel asked if it was a voter-approved initiative that includes a sunset clause. Mr. Sodergren stated if it was in the initiative, it would be locked in.

Juana Dement, 1525 Franklin Avenue, addressed Council regarding projected revenue and foreclosure rates. Ms. Dement asked if the fact that these fees that would not be collected have been figured into the forecast. Mr. Churchill provided clarification indicating the City does receive property taxes through the TETA program. Mr. Churchill further indicated that Council will discuss polling efforts at the July 6, 2010 meeting.

Robert Tanner, 1371 Rusher Street, addressed Council and suggested an end date be established for any possible sales tax as well. Mr. Tanner asked if this additional sales tax would cause people to seek out other cities to make their purchases. Mr. Churchill indicated only the cities of Modesto and Turlock have lower tax rates than the City of Tracy. Mr. Tanner suggested Council pursue Option 2 regarding the EMS fee.

Winston Chen, a real estate agent, stated a parcel tax will lower the price of a home and there would be no net income to the City. Mr. Chen stated that 75 per cent of home-owners have no equity in their home and adding a parcel tax will burden the homeowners. Mr. Chen indicated a sales tax will be perceived as anti consumer.

Joe Murphy, a senior citizen, stated people would be reluctant to dial 911 in an emergency.

Gabriella Machica, 1494 Olivia Court, suggested putting the EMS fee on hold.

Brian Van Lehn, 540 Winston Court, addressed Council regarding the LMD fee. Mr. Van Lehn stated there were no landscape needs in his subdivision. Mr. Van Lehn further stated he was concerned with the EMS fee and its potential impact to those who need emergency services.

Council Member Abercrombie stated that individuals were under the assumption that the EMS fee goes into the general fund and not necessarily for the service rendered. Council Member Abercrombie added residents are already telling the Fire Department not to enter their house for fear of the fee being imposed.

Council Member Maciel stated the City has to increase revenue; that the City has to put something to the voters that they can live with, or the City will have to continue to make cuts. Council Member Maciel advocated putting the EMS fee on hold until November to see if they come up with something better.

Mayor Pro Tem Tucker indicated she supported putting the EMS fee on hold.

Council Member Tolbert indicated she was concerned that the community has not been told exactly where the City is fiscally. Council Member Tolbert stated the City made cuts first and now has to figure out how to generate revenue to meet the deficit. Council Member Tolbert added it was irresponsible for a city to run with a fiscal deficit.

Mayor Ives indicated that since the City is spending $5 million more than it is taking in the options are clear: 1) make the case we have cut everything possible; 2) raise revenue through some method or cut services. Mayor Ives stated if a tax is to be considered, it would be up to the residents.

Council received the report regarding the Landscape Maintenance District financing measure and related information.

Council received the status update regarding tax measure options.

It was moved by Council Member Abercrombie and seconded by Council Member Maciel to postpone implementation of the EMS fee until January 2011. Voice vote found Council Members Abercrombie, Maciel, Tolbert, and Mayor Pro Tem Tucker in favor; Mayor Ives opposed. Motion carried 4:1.

Mayor Ives asked for an analysis of what postponing the EMS fee would mean.

11. SECOND READING AND ADOPTION OF ORDINANCE 1147 AN ORDINANCE OF THE CITY OF TRACY AUTHORIZING AN AMENDMENT TO THE CONTRACT

BETWEEN THE CITY OF TRACY AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM - The Clerk read the title of proposed Ordinance 1147.

It was moved by Council Member Abercrombie and seconded by Council Member Maciel to waive the reading of the text. Voice vote found all in favor; passed and so ordered.

It was moved by Council Member Abercrombie and seconded by Council Member Maciel to adopt Ordinance 1147. Roll call vote found all in favor; passed and so ordered.

12. SECOND READING AND ADOPTION OF ORDINANCE 1148 AN ORDINANCE OF THE CITY OF TRACY DISESTABLISHING A PARKING AND BUSINESS IMPROVEMENT AREA KNOWN AS THE DOWNTOWN TRACY BUSINESS IMPROVEMENT AREA AND REPEALING TRACY MUNICIPAL CODE CHAPTER 6.12 ESTABLISHING AND PERTAINING TO THE DOWNTOWN TRACY IMPROVEMENT AREA - The Clerk read the title of proposed Ordinance 1148.

It was moved by Council Member Abercrombie and seconded by Council Member Maciel to waive the reading of the text. Voice vote found all in favor; passed and so ordered.

It was moved by Council Member Abercrombie and seconded by Council Member Maciel to adopt Ordinance 1148. Roll call vote found all in favor; passed and so ordered.

13. ITEMS FROM THE AUDIENCE - Brian Van Lehn, 540 Winston Court, addressed Council regarding the affects of sleep deprivation. Mr. Van Lehn indicated he was disappointed with Council's recent decision regarding Leprino. Mr. Van Lehn asked Council to review a news release previously aired in May. Mr. Van Lehn suggested the previous readings taken by staff and the consultant were flawed.

14. COUNCIL ITEMS - Mayor Pro Tem Tucker stated the City and the D.T.B.I.A. did a good job on the wine stroll.

15. ADJOURNMENT - It was moved by Council Member Abercrombie and seconded by Council Member Maciel to adjourn. Voice vote found all in favor; passed and so ordered. Time: 10:32 p.m.

The above agenda was posted at the Tracy City Hall on May 27, 2010. The above are summary minutes. A tape recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

November 16, 2010

AGENDA ITEM 10.B

REQUEST

APPOINTMENT OF CITY COUNCIL SUBCOMMITTEE TO INTERVIEW APPLICANTS FOR A VACANCY ON THE TRACY ARTS COMMISSION

DISCUSSION

There is a vacancy on the Tracy Arts Commission due to the resignation of Marvin Rothschild. The vacancy is being advertised and the recruitment will close on November 30, 2010.

In accordance with Resolution 2004-152, a two-member subcommittee needs to be appointed to interview the applicants and make a recommendation to the full Council.

STRATEGIC PLAN

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

FISCAL IMPACT

None.

RECOMMENDATION

That Council appoints a two-member subcommittee to interview applicants for the vacancy on the Tracy Arts Commission.

Prepared by: Carole Fleischmann, Assistant City Clerk
Reviewed by: Maria Hurtado, Assistant City Manager
Approved by: R. Leon Churchill, Jr., City Manager