

City of Vacaville

Final Draft – Meeting of May 8, 2017 Municipal Service Review for Comprehensive Sphere of Influence Update



City Council Review: March 14, 2017

LAFCO Review May 8, 2017

Table of Contents

Acronyms and Abbreviations	iv
List of Tables	vi
List of Figures	vii
Appendices	vii
1: Introduction-	1
1.1 – Role and Responsibility of LAFCO	1
1.2 – Purpose of the Municipal Service Review	1
1.3 – Uses of the Municipal Service Review	1
1.4 – Municipal Service Review Chapters	1
1.5 – Sphere of Influence	2
1.6 – Key Sources.....	3
1.5 – California Environmental Quality Act	3
2: Executive Summary	4
3: City Profile	8
3.1 – Vacaville General Plan	9
4: Growth and Population Projections	11
4.1 – Population and Housing Projections.....	11
4.2 – Growth Projections.....	13
4.3 – Planning Policies.....	15
4.4 – Planned Growth	19
4.5 – Special Policy Considerations	22
5: Disadvantaged Unincorporated Communities	27
6: Present and Planned Capacity of Public Facilities	28
6.1 – Animal Control	28
6.2 – Fire	28
6.3 – Law Enforcement.....	33
6.4 – Parks and Recreation.....	35
6.5 – Public Works	41
6.6 – Solid Waste.....	46
6.7 – Stormwater.....	49
6.8 – Wastewater	57
6.9 – Water	62
7: Financial Ability to Provide Services	72
7.1 – General Fund.....	73
7.2 – Enterprise Funds.....	78
7.3 – Capital Improvements	81
8: Status and Opportunities for Shared Facilities	84
9: Government Structure and Accountability	89
10: LAFCO Policies Affecting Service Delivery	92

11: Summary of Findings and Determinations	93
12: References	99
Appendices	100

Acronyms and Abbreviations

ABAG - Association of Bay Area Governments

ADA – Americans with Disabilities Act

AF – acre feet

AFY – acre feet per year

BMP – best management practices

CAP – Comprehensive Annexation Plan

CEQA – California Environmental Quality Act

CIP – capital improvement projects

City – City of Vacaville

CITY – City of Vacaville

CIWMB – California Integrated Waste Management Board

CMF – California Medical Facility

CNG – compressed natural gas

CSP – California State Prison

DIF – Development Impact Fee

DUC – disadvantaged unincorporated communities

DWR – California Department of Water Resources

EMS – emergency medical services

FAST – Fairfield and Suisun Transit

FEMA – Federal Emergency Management Agency

FIRST – Family Investigative Response and Services Team

FTA – Federal Transportation Administration

I&I – infiltration and inflow

KCWA – Kern County Water Agency

LAFCO – Local Agency Formation Commission

mgd – million gallons per day

MSR – municipal service review

MTC – Metropolitan Transportation Commission

NBA – North Bay Aqueduct

NPDES – National Pollutant Discharge Elimination System

PCI – pavement condition index

PHWWF – peak hour wet weather flow

PMP – Pavement Management Program

Recology – Recology Vacaville Solano

SBF – sanitary base flow

SCADA – Supervisory Control and Data Acquisition

SCWA – Solano County Water Agency

SDMP – Storm Drainage Master Plan

SID – Solano Irrigation District

SPCA – Society for the prevention of Cruelty to Animals

SOI – sphere of influence

SOL – California State Prison, Solano

SRTP – Short Range Transit Plan

STA – Solano Transportation Authority

TDA – Transportation Development Act

WSA – Water Supply Assessment

WSAR – Water Supply Assessment Report

WWTP – Wastewater Treatment Plant

List of Tables

- Table 3.0-1. Amendments to the Vacaville Sphere of Influence
- Table 3.0-2. Annexations to City of Vacaville, 1980 through 2016
- Table 4.1-1. Population of Vacaville
- Table 4.1-2. Annual Increase in Housing Stock
- Table 4.1-3. Population and Housing Projections
- Table 4.2-1. Summary of General Plan Growth Projections
- Table 4.2-2. Employed Residents and Total Jobs
- Table 4.2-3. Vacaville Population and Employment Projections, 2015-2035
- Table 4.2-4. Ratio of Jobs to Employed Residents
- Table 5.0-1. Solano County CDP 2012 Household Income
- Table 6.2-1. Vacaville Fire Department Calls
- Table 6.2-2. Fire Station Locations and Resources
- Table 6.3-1. Vacaville Police Department Calls for Service
- Table 6.4-1. Parkland Service Levels
- Table 6.4-2. Analysis of City Facilities Standards and Needs
- Table 6.5-1. PCI and Maintenance Schedule
- Table 6.5-2. Network Pavement Condition Category Breakdown
- Table 6.7-1. Summary of Detention Basins
- Table 6.7-2. Summary of December 2002 & 2005 Peak Gaged Flows, and Comparison of the Estimated Channel Capacity and FEAM 100-Year Peak Flows
- Table 6.7-3. Summary of Development Project Drainage Mitigation and Resulting Peak Flows
- Table 6.9-1. City of Vacaville 2035 Summary of Water Supply
- Table 6.9-2. Existing Groundwater Wells
- Table 6.9-3. Summary of Storage Tanks
- Table 6.9-4. Summary of Booster Pump Stations
- Table 7.1-1. General Fund Revenues and Expenses FY12/13 to FY16/17
- Table 7.1-2. General Fund Forecast
- Table 7.3-1. Summary of 2016/17 CIP Budget

List of Figures

Figure 1.2-1 – Vacaville Regional Map

Figure 3.1-1 – City Boundaries

Figure 4.4-1 – Growth Areas

Figure 4.4-2 – East of Leisure Town Growth Area

Figure 4.4-3 – Northeast Growth Area

Figure 4.4-4 – Annexation Areas

Figure 6.2-1 – Fire Protection Service Providers and Stations

Figure 6.4-1 – Existing Park Location Map

Figure 6.4-2 – Planned Park Location Map

Figure 6.7-1 – Detention Basins

Figure 6.9-1 – Buildout Water System Model Network

Figure 6.9-2 – Year 2035 Planned Water System Improvements

Figure 7.0-1 – Graphics of Governmental Activities (*in text*)

Figure 7.1-1 – FY 16/17 General Fund Budget Percentage by Department (*in text*)

Figure 7.1-2 – Property Tax Pie-charts (*in text*)

Figure 7.1-3 – Solano County Tax Pie-graph (*in text*)

Figure 7.1-4 – Sales Tax Revenues by Source in Vacaville (*in text*)

Appendices

A: Maps of Unincorporated Properties Receiving City Sewer and Water Services

B: Vacaville-Solano Irrigation District Master Water Agreement

C: Joint Powers Authority Agreement between Vacaville-Fairfield-Solano Greenbelt Authority and City of Vacaville.

D: Joint Powers Authority Agreement between the City of Vacaville and the California Department of Corrections

1: Introduction-

1.1 – Role and Responsibility of LAFCO

The fundamental role of a Local Agency Formation Commission (LAFCO) is to implement the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (CKH) pursuant to the California Government Code Section (GC §) 56000, et seq. The Legislature has charged LAFCOs with promoting orderly growth and development while balancing development with discouraging urban sprawl, preserving open-space and prime agricultural lands. The Legislature has also recognized that providing housing for persons and families of all incomes is an important factor in promoting orderly development and there is a preference granted to accommodating growth within, or through the expansion of the boundaries of those local agencies which can best accommodate and provide necessary governmental services and housings for persons and families of all incomes in the most efficient manner feasible.

The CKH Act also requires LAFCOs to conduct a Municipal Service Reviews (MSR) prior to updating a Spheres of Influence (SOI) of cities and special districts under their purview (GC §56430). CKH requires LAFCO to complete a MSR and SOI update every 5 years or as necessary. LAFCO can review and update SOIs following the completion of a General Plan Update.

1.2 – Purpose of the Municipal Service Review

The purpose of the MSR is to undertake the comprehensive review of existing municipal services prior to the review of a SOI. The MSR is used to collect data in order to provide a comprehensive analysis of service provision by the City of Vacaville (City). This MSR will provide Solano LAFCO with an informational document to be able make determinations for each of the seven elements prescribed by CKH. The boundaries of the City and proposed SOI are shown in Figure 1.2-1.

1.3 – Uses of the Municipal Service Review

The information gained in the MSR review process will assist LAFCOs in their review of future proposals e.g. SOI updates or amendments, and changes of organization or reorganization proposals. For example when considering a SOI update, the MSR provides the information necessary for LAFCO to make determinations if the agency is able to serve the proposed SOI areas.

1.4 – Municipal Service Review Chapters

The report is chaptered for each of the following seven elements as prescribed by CKH:

1. **Growth and Population Projections for the Affected Area.** This section reviews projected growth within the existing service boundaries and analyzes the City's plans to accommodate future population growth.



Figure 1.2-1: Vacaville Regional Map



Service Layer Credits: Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

2. **The location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence.** A disadvantaged unincorporated community is defined as inhabited territory with a median household income of 80 percent or less of the statewide median income.
3. **Present and Planned Capacity of Public Facilities and Adequacy of Public Services Including Infrastructure Needs or Deficiencies.** This section discusses the services provided including the quality and the ability of the agency to provide services. A discussion of capital improvement projects currently underway and projects planned for the future where applicable is also included.
4. **Financial Ability of Agencies to Provide Services.** This section reviews the City's fiscal data and rate structure to determine viability and ability to meet service demands. It also addresses funding for capital improvement projects.
5. **Status of and Opportunities for Shared Facilities.** This section examines efficiencies in service delivery including sharing facilities with other agencies to reduce cost by avoiding duplication.
6. **Accountability for Community Service Needs, including Government Structure and Operational Efficiencies.** This section examines the City's current government structure and considers the overall managerial practices. It also examines the agency's transparency and accountability to their citizens.
7. **Matters Related to Effective or Efficient Service Delivery Required by Commission Policy.** This section includes a discussion of Solano LAFCO policies that may affect the ability of each agency to provide efficient services.

1.5 – Sphere of Influence

The SOI is defined as "a plan for the probable physical boundaries and service areas of a local agency as defined by the commission" (GC §56076). The SOI represent one of the most important tools LAFCO uses to "carry out its purposes and responsibilities for planning and shaping the logical and orderly development and coordination of local government agencies" (GC § 56425).

CKH requires LAFCO to adopt a SOI for each city and special district in the county. The SOI serves much the same function for LAFCO as general plans serve for cities and counties: it guides the Commission in its consideration of changes of organization and reorganization proposals. The sphere represents the logical extension of the agency's boundary. Solano LAFCO's adopted SOI policy states that cities may designate a Near Term Sphere. Near Term Sphere areas consists of unincorporated territory the city is likely to annex in the next five years: prior to the next SOI update. Cities may also designate a Long Term Sphere. Areas designated in the Long Term Sphere are those the city may serve in the next five to 20 years. Solano LAFCO's policy also includes Non-Urban/Open Space Areas that specifically allow for permanent open space areas where development is permanently prohibited for reasons related to public health, welfare, and safety. The Commission may adopt the agency's SOI following the MSR process.

1.6 – Key Sources

Key sources for this study include agency-specific information from the 2015 City of Vacaville General Plan, the General Plan and Energy and Conservation Action Strategy Draft Environmental Impact Report, the City of Vacaville Operating Budget and Capital Improvement Program for fiscal year 2016/2017, agency audits, personnel communication, various websites as referenced were applicable, and the Municipal Service Review Guidelines published by the Governor’s Office of Planning and Research.

1.5 – California Environmental Quality Act

Public Resources Code Section 21000, *et seq.*, also known as the California Environmental Quality Act (CEQA), requires public agencies to evaluate the potential environmental effects of their actions. This MSR is exempt from CEQA under Class 6 categorical exemption. CEQA Guidelines Section 15306 states that “Class 6 consists of basic data collection, research, experimental management, and resource evaluation activities that do not result in a serious or major disturbance to an environmental resource.”

The Sphere of Influence (SOI update) was included in the scope of the certified General Plan Update and Energy and Conservation Action Strategy Environmental Impact Report (SCH 2011022043). The existing and planned land uses within the planned SOI are consistent with the uses considered and analyzed in the General Plan EIR. Therefore, the necessary CEQA documentation for the separate action required for the SOI update would be to reaffirm said EIR.

2: Executive Summary

2.1 & 2.2 The Municipal Services Review and City Profile

The purpose of the municipal service review (MSR) is to undertake the comprehensive review of existing municipal services prior to the review of a sphere of influence (SOI) by LAFCO. City of Vacaville recently updated its General Plan. These city's new planning documents generate the need to update LAFCO's Municipal Services Review. The update will inform LAFCO in their subsequent review of city proposals, e.g. SOI updates or amendments, and changes of organization or reorganization proposals

A SOI is defined as "a plan for the probable physical boundaries and service areas of a local agency as defined by the commission" (GC §56076).

A wide variety of sources were used in the preparation of this report. The MSR is exempt from CEQA under Class 6 categorical exemption. CEQA Guidelines. Section 15306

The City of Vacaville (City) is located in Solano County between the cities of Dixon and Fairfield. In 2008 the City adopted a 20-year Urban Growth Boundary (UGB) which encompasses an area of 36 square miles. Vacaville's moderate home prices, ample supply of residentially-designated land, accessibility to job markets in Vacaville, Sacramento and Bay Area regions, plus the city's reputation as a family-friendly town contribute to a higher-than-average residential growth rate.

2.3 & 2.4 Growth and Disadvantaged Unincorporated Communities:

Two growth areas are identified by the city, including the "East of Leisure Town Road Growth Area" and the "Northeast Growth Area". Land outside the UGB cannot be annexed into the city or designated for anything other than agriculture, park, open space, public facility, or utility uses until after March 1, 2028.

There are no known disadvantaged unincorporated communities adjacent to the City of Vacaville.

2.5 Present and Planned Capacity of Public Facilities:

Animal Control: Vacaville is one of five cities contracted with Humane Animal Services (HAS), a non-profit organization for animal control within the City. SPCA of Solano provides shelter services outside of Vacaville. Additional shelter services are provided by Solano County Animal Care Services.

Fire Protection, Suppression and Emergency Medical: VFD currently employs 93 fire prevention, suppression, investigation, and administration personnel. The department average is 9,500 combined total calls per year. Call volume trends are increasing. The City has established a response time standard of 7 minutes 90 percent of the time. This goal is met in most areas of the City. Vacaville's ISO rating was recently increased from 3 to a rating of 2.

Law Enforcement: Vacaville Police Department (VPD) employs 103 sworn officers and 53 non-sworn, full-time personnel. This is an increase in full-time sworn officers from the 2014 MSR (from 97 to 103). VPD is currently meeting the Priority I response time standard with an average response time of 6 minutes exactly. This is a better average response time from that noted in the 2014 MSR (7.1 minutes for priority one calls).

Vacaville has a city dispatch center for emergency and non-emergency calls. Calls originating outside the City limits are transferred by city dispatch to the California Highway Patrol dispatch center. Centralized dispatch services for the region will provide higher levels of service efficiency. The City is encouraged to participate in centralized dispatch for emergency services.

Parks & Recreation: The City of Vacaville owns and operates three categories of parks: neighborhood, community, and regional parks. These parks are public and may be used by residents and non-residents. The city has a deficiency in neighborhood parks but exceeds its standards for regional and total parkland categories. In addition, the city owns and operates accessible open space, special purpose facilities, and trails. The city operates nine major specialized facilities for various recreational activities. The City does not have a Quimby Act ordinance.

Public Works: The City's Public Works Department (PW) Maintenance Division is responsible for the construction and maintenance of a system of local and collector streets within the City. The average pavement condition index (PCI) for the roadway system is 69. Approximately 57.7% of the City's road network has a PCI of 70 or better. Vacaville City Coach, operated by the City of Vacaville, offers local service. Bus service in Vacaville is also provided by Fairfield and Suisun Transit (FAST), and YOLOBUS,

Solid Waste: The City contracts with Recology Vacaville Solano, an employee owned, private company, for solid waste pick-up and disposal. The landfill is approximately 18 percent full, based on physical and permitted capacity. From 2007 to 2009, due to improvements in recycling technology and education, the daily per capita solid waste generation rate decreased from 6.0 to 4.9 pounds per day, and has remained at 4.9 pounds per day from 2009 to 2010.

Stormwater: Existing city drainage includes 1) storm drain pipes which collect runoff from the street system, 2) major stream courses which collect and convey runoff from the storm drain pipes and rural areas outside the City limits and 3) detention storage basins which reduce peak flows. The city's Storm Drainage Master Plan indicates some storm drains will experience flooding during the 10-year storm due to high water levels in the creeks which prevent the storm drains from performing as designed. Many of the major stream courses do not have sufficient capacity to convey moderate to large storm events, which may result in flooding. In the last 10 years, the City has made a dramatic effort to improve drainage during 10-year storm events. The City has not constructed drainage improvements over the last five years due to the recession and the drought, but has conducted several studies to improve deficiencies.

Wastewater: The City of Vacaville provides wastewater collection and treatment (sewer) service to most developed areas within the city limit and provides water and/or sewer services to a limited number of properties located outside of city limits. Sewer service includes operation and maintenance of gravity sewers, lift stations, force mains (i.e. pressure sewers), and the Easterly wastewater treatment plant (WWTP). The WWTP provides secondary treatment and disinfection consistent with currently-applicable discharge standards and reliably meets all currently-applicable effluent quality standards, as defined in the current NPDES permit for the facility. As part of the ongoing management of the wastewater collection system, the City conducts flow monitoring and sanitary sewer system capacity evaluations.

Water: City water sources are 1) Solano Project water from the Lake Berryessa reservoir, 2) State Water Project water and 3) settlement water from the North Bay Aqueduct, and 4) groundwater from local city wells. Potable water is provided by the City to users within the city limits via a network of existing water mains, transmission mains, reservoirs, groundwater wells, booster pump stations, and treatments plants. Non-potable water is currently primarily used in Vacaville for non-residential

landscape irrigation, and is provided by SID via an existing SID conveyance system. The City of Vacaville currently provides water and/or sewer services to a limited number of properties located outside of city limits. The water distribution system consists of two pressure zones, approximately 275 miles of distribution pipelines, elevated storage reservoirs. Two water treatment plants produce water for the City of Vacaville and serve the main zone: the North Bay Regional Water Treatment Plant (NBR Plant) located in the city of Fairfield and the Diatomaceous Earth Water Treatment Plant (DE Plant). Two water treatment plants produce water for the City of Vacaville and serve the main zone: the North Bay Regional Water Treatment Plant (NBR Plant) and the Diatomaceous Earth Water Treatment Plant (DE Plant). Groundwater supply from 13 wells, with a capacity of approximately 18.64 MGD (12,944 gpm), is provided directly to the system by via seven operating wells. Three additional wells flow to the DE Plant for treatment. Three wells are inactive. City water supply assessments indicate adequate capacity.

2.6 Financial Ability to Provide Service:

The City of Vacaville's financing of services and facilities is handled through the City's budget process, strategic planning process, and capital improvements planning process. The City uses a variety of funding sources to finance the construction of public facilities, including a combination of fees, taxes, bonds, developer contributions, special assessment districts, redevelopment project areas, and State/Federal programs. These are administered through the General Fund and several enterprise funds. The City reviews rates and fees related to each department as a part of the budget process. There is no utility user's tax. Improved property and sales tax revenues have allowed the City to restore its General Fund Reserve. The City receives about 17 cents (\$0.1745) of every property tax dollar generated in Vacaville. The sales and use tax is the General Fund's second largest revenue source at \$24.3 million for 2016/17 and comprises 25% of total General Fund revenues.

2.7 Status and Opportunities for Shared Facilities:

The City of Vacaville has a Joint Powers Agreement with the California Department of Corrections and Rehabilitation (CDCR). Mutual and Automatic Aide agreements are in place for fire protection and suppression services. The Police Department has agreements with nearby law enforcement agencies to provide mutual aid. There is no centralized dispatch for fire services or law enforcement and centralized dispatch is an opportunity for further sharing of facilities. Cities of Vacaville Dixon, Fairfield and Solano County share open space buffers between communities. Elected representatives from the three agencies govern the Vacaville-Fairfield-Solano Greenbelt Authority. City of Vacaville works with Solano Transportation Authority (STA), and other local municipalities in providing local and regional transit service. Vacaville and Fairfield benefit from the shared North Bay Regional Water Treatment Plant.

2.8 Government Structure and Accountability:

The City is known for its progressive approach to City services and its strong commitment to meeting its customers' needs. Vacaville was incorporated in 1892 as a general law city, governed by a five-member Council, with the Mayor serving as presiding officer. The Mayor and four Council members are elected at-large with four-year terms. The Council appoints the City Manager and City Attorney. The City Clerk and City Treasurer are elected to four-year terms. The City Council is served by several advisory groups. Transparency and accountability are enhanced by public communication, the city website, Channel 26 broadcasts, newsletters, neighborhood meetings, and related efforts across city departments.

2.9 LAFCO Policies Affecting Service Delivery

In the past the City has received many requests for service outside of city boundaries. Government Code §56133 and Solano LAFCO policy restricts such service. Under LAFCO policies and agreements, certain district detachments are subject to mitigation payments to ensure continued service viability of the districts.

3: City Profile

The City of Vacaville (City) is located in Solano County between the cities of Dixon and Fairfield. The city lies 27 miles southwest of Sacramento and 46 miles northeast of San Francisco. Interstate 80 bisects the city and connects Vacaville to the Bay Area to the southwest and to the Sacramento metropolitan area to the northeast. Interstate 505 branches off Interstate 80 and further north, connects Interstate 505 to Interstate 5. The city limits encompass an area of about 29 square miles. The City has primary authority over land use and other governmental actions within the city limits. Figure 1.2--1 shows Vacaville’s regional location.

The town of Vacaville was established in 1851 when livestock and wheat production was the principal economic commodity in the county. The town started with primarily ranchers which transitioned to farming with the rise of the railroad industry through the late 1800s into the 1900s. In 1892 Vacaville was formally incorporated. Vacaville saw its population double between 1940 and 1950 due to industry, ease of access, and close proximity to the core of the Bay Area. In 1942 Suisun Air Base (now Travis Air Force Base) was established south of Vacaville. Ongoing freeway construction and employment opportunities in the Bay Area led to Vacaville’s continued growth through the end of the 20th century to the present.

Table 3.0-1. Amendments to the Vacaville Sphere of Influence

YEAR	NAME	DESCRIPTION
1973	Initial Adoption	Adoption of the first SOI. Included lands north to Midway Road/Cantelow Road and east to Lewis Road.
1982	General Revision	Following adoption of the 1980 General Plan, the SOI was expanded to include: northerly portion of the Vine Street area, portions of the California Drive area, the Foxboro area and other smaller properties.
1986	Lagoon Valley	The remainder of Lower Lagoon Valley was added to the SOI; the park was already within the City limits at the time. At the same time, approximately 3,000 acres in easterly Vacaville, located between Leisure Town and Lewis Roads and north of Elmira Road was removed from the SOI.
1991	Spring Lane	This 53 acre site, planned for residential development and public open space, is located on the west side of the City was added to the SOI. A minor amendment was adopted by LAFCO concurrent with approval of the annexation.
1992	General Revision	Following adoption of the 1990 General Plan, the following areas were added to the SOI: Part of the Vacaville-Fairfield Greenbelt, planned open space on the west side the City, the area to the east of Foxboro, City-owned lands adjacent to the City’s wastewater treatment plant, and a 1,500 wide area east of Leisure Town Road. At LAFCO’s request, the City agreed to the removal of the following areas not designated within the General Plan Urban Service Area: northwest area properties generally north of the Rice-McMurtry planning area, Midway Road/I-80 areas, Locke-Paddon rural residential areas, and other properties.

2014	Vanden Meadows Update/Revision	This 274 acre site was approved by City Council for a 779 unit subdivision to be developed in accordance with the Vanden Meadows Specific Plan. An EIR was conducted and certified in 2013. The subsequent annexation and SOI amendment for the project was completed in accordance with the approved project and certified EIR.
<i>Source: City of Vacaville Sphere of Influence Records</i>		

Sphere of Influence

In 1972, state law gave LAFCOs the power to determine spheres of influence for cities and special districts. More recently, changes in state law known as the Cortese-Knox-Hertzberg Local Organization Act of 2000 direct LAFCO to review a sphere of influence every five years following a Municipal Service Review. State law defines a sphere of influence as “a plan for the probable physical boundaries and service area of a local agency as determined by LAFCO.” Solano LAFCO first designated a sphere of influence for Vacaville in 1973.

The City of Vacaville encompasses 28.67 square miles as of January 1, 2017. Since 1980, when the City was approximately 19 square miles, there have been numerous annexations to the City to allow for urban development in the community. A summary of acres annexed into the City since 1980 is shown in Table 3-2.

Table 3.0-2. Annexations to City of Vacaville, 1980 through 2016

Time Period	Acres Annexed
1980-1989	1,808
1990-1999	3,264
2000-2009	1,051
2010-2016	274
Total Acres	6,397
<i>Source: City of Vacaville Annexation Records</i>	

3.1 – Vacaville General Plan

The City of Vacaville’s General Plan was adopted in 2015 and is the principal policy and planning document for guiding future conservation, enhancement, and development in the city. It represents the basic policy direction of the Vacaville City Council with respect to community values, ideals, and aspirations to govern a shared environment through 2035. Vacaville’s General Plan addresses all aspects of development including land use, transportation, housing, economic development, public facilities and infrastructure, and open spaces, among other topics consistent with California Planning Law (GC § 65302). The Vacaville Housing Element, which focuses on the providing the City’s fair share of the state’s housing goal, was also adopted in 2015.

Urban Growth Boundary

In 2008 the City adopted a 20-year Urban Growth Boundary (UGB) which encompasses an area of 36 square miles. Subsequently the UGB was incorporated into the General Plan Land Use






Element. The location of the UGB and the City's UGB policies can only be amended by the voters of Vacaville or by the City Council pursuant to the procedures set forth in the Land Use Element which establishes required findings for such an amendment. Land outside the UGB cannot be designated for anything other than agriculture, park, open space, public facility, and utility uses until March 1, 2028 as set forth in the General Plan. The General Plan sphere of influence is consistent with the location of UGB with few exceptions allowed for by UGB policies contained within the General Plan (Figure 3.1-1). The UGB and its policies are discussed more in section 4.3 entitled *Planning Policies*.

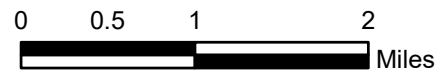
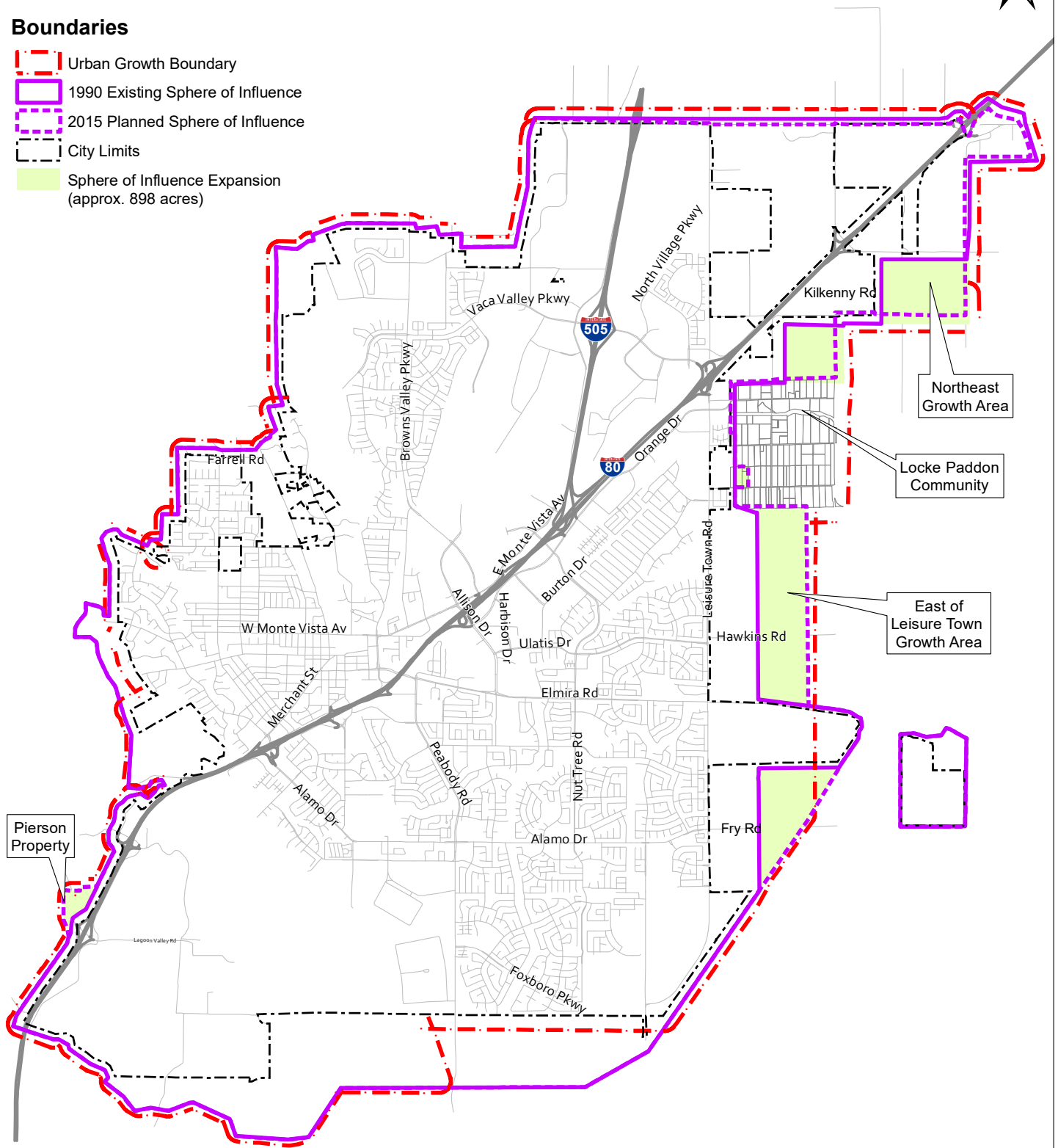


Figure 3.1-1: City Boundaries



Boundaries

-  Urban Growth Boundary
-  1990 Existing Sphere of Influence
-  2015 Planned Sphere of Influence
-  City Limits
-  Sphere of Influence Expansion (approx. 898 acres)



4: Growth and Population Projections

4.1 – Population and Housing Projections

As explained in detail in the Draft General Plan Update and Energy & Conservation Action Strategy Environmental Impact Report (EIR), it is anticipated that approximately 9,680 new dwelling units for 26,500 new residents are projected to be built in Vacaville by 2035. This translates into an approximate annual growth rate of 1.2 percent. It should be noted that this is a robust projection of residential growth, especially when compared to growth projections developed by Association of Bay Area Governments (ABAG). ABAG’s *2013 Projections* for the Vacaville identifies 0.84 percent annual growth between 2015 and 2035, whereas Solano County is projected to grow by 0.82 percent annually. Therefore, the residential projection for an annual growth rate of 1.2 percent in Vacaville indicates that Vacaville may grow faster than the region as a whole. Vacaville’s moderate home prices, ample supply of residentially-designated land, accessibility to job markets in Vacaville as well as in both the Sacramento and inner Bay Area regions, and reputation as a family-friendly town are factors that would contribute to a higher-than-average residential growth rate, and based on historic development trends, this projection is reasonable.

As shown in Table 4.1-1, Vacaville’s total population was estimated to be 95,300 in 2015. The total population numbers shown in this table include the population in group quarters in California State Prison Solano and the California Medical Facility, which are located within city limits. As of February 22, 2017, the total population in group quarters for these two facilities was 6,672. Vacaville’s household population is approximately 86,700. The General Plan EIR estimates Vacaville’s household population will be approximately 112,000 by 2035, which reflects the higher projected annual growth identified in the General Plan EIR.

Table 4.1-1. Population of Vacaville

	2010	2015	2035
Total Population ¹	92,428	95,300	109,700
Household Population ¹	84,406	86,700	97,000
Population in Group Quarters ²	8,022	6,672	--
Sources: ¹ Association of Bay Area Governments (ABAG) 2013 Projections, and ² CA Department of Corrections and Rehabilitation, January 22, 2017 Weekly Population Report, Vacaville General Plan and Energy and Conservation Action Strategy EIR, 2015			

Increase in Housing Stock

The history of residential growth in Vacaville provides insight to future growth. Table 4.1-2 details the historic increase in dwelling units. Between 1990 and 2010, before the peak of the Great Recession that greatly affected housing production, an average of 445 new units were constructed annually on average. The City’s General Plan EIR projected that 780 new units would be constructed between 2011 and 2015, and that 445 new units will be constructed annually between 2016 and 2035 based on the City’s historic growth rate. This equates to 9,680 new residential units between 2011 and 2035.

Table 4.1-2. Annual Increase in Housing Stock

Year	Housing Units			
	Single Family	Multi-Family	Mobile Homes	Total
2000	359	80	--	439
2001	480	78	--	558
2002	228	313	--	541
2003	285	171	--	456
2004	202	7	--	209
2005	268	22	--	290
2006	292	2	--	294
2007	263	64	--	327
2008	142	232	--	374
2009	303	1	--	304
2010	214	0	--	214
2011	140	0	--	140
2012	97	0	--	97
2013	125	222	--	347
2014	66	370	--	436
2015	337	0	--	337
2016	311	0	--	311
TOTAL	14,401	5,001	736 ¹	19,402

Source: Community Development Department, Building Division, 2017

Notes: ¹Mobile home units represent a cumulative increase over the entire term. No units have been added since 1990.

As mentioned previously, the General Plan growth projections are based on the City's historic growth trends. However, for comparison purposes, Table 4.1-3 illustrates how ABAG's 2013 Projections estimate for 2035 yield similar housing units estimates to the City's historic growth trends. This comparison is based on applying the Department of Finance's (DOF) household size estimate of 2.74 per housing unit to ABAG's estimated 2035 population of 109,700. The General Plan estimates 42,700 housing units. ABAG estimates 40,036 housing units when the DOF estimated household size of 2.74 is applied to the projected population of 109,700.

Table 4.1-3. Population and Housing Projections

	General Plan 2035 Projection	ABAG 2035 Estimates	DOF Adjusted ABAG Estimate
Population	112,000	109,700	109,700
Housing Units	42,700	36,420	40,036
<i>Source: Vacaville General Plan and Energy and Conservation Action Strategy EIR, 2015, Association of Bay Area Governments, Projections 2013</i>			

4.2 – Growth Projections

Development Projections

The General Plan continues to seek the major objective of providing a more balanced and diverse community in terms of greater housing choice, greater economic growth, more local jobs, additional social and cultural amenities, and enhanced governmental revenues. Using the development projections identified in the General Plan Draft EIR, it is anticipated that approximately 9,680 new dwelling units for 26,500 new residents will be built in Vacaville by 2035. This translates into an approximate annual growth rate of 1.2 percent. Table 4.2-1 identifies the development projections identified by the General Plan Draft EIR for 2035 and at General Plan buildout.

Table 4.2-1. Summary of General Plan Growth Projections

	General Plan Buildout			2035 Horizon Year		
	Dwelling Units	Square Footage	Acreage	Dwelling Units	Square Footage	Acreage
Residential	15,800			9,680		
Commercial		8,684,923	665		1,034,906	79
Office		2,319,672	178		1,064,743	81
Industrial		19,134,096	1,098		2,056,789	118
<i>Source: Vacaville General Plan and Energy and Conservation Action Strategy Draft EIR, 2015</i>						

Employment Projections

Table 4.2-2 lists projected employed residents and the total number of jobs within the boundaries of Vacaville, Fairfield, Vallejo, and within Solano County as a whole. The data indicates that most communities in Solano County have a high percentage of residents who commute to work outside their immediate area of residence.

Table 4.2-2. Employed Residents and Total Jobs

	Employed Residents within Jurisdictional Boundary			Total Jobs within Jurisdictional Boundary		
	2015	2025	2035	2015	2025	2035
Vacaville	41,700	44,860	46,300	32,220	36,120	39,220
Fairfield	50,980	60,160	67,140	42,450	47,440	51,110
Vallejo	52,120	55,710	55,990	34,230	38,320	41,280
Solano County	193,010	212,950	223,380	143,130	160,160	172,470

Source: Association of Bay Area Governments, Projections 2013

Economic development is an important goal for the City, as evidenced by the City’s commitment to attract major employers. Examples of Vacaville’s major employers include: Genentech, Alza Pharmaceutical, State Compensation Insurance Fund headquarters, Travis Federal Credit Union headquarters, Kaiser Permanente hospital and medical offices, and California Medical Facility and California State Prison, Solano. Table 4.2-3 shows the types of occupations Vacaville’s residents have held over time. Vacaville continues to focus on economic development efforts to attract industries and businesses with higher paying jobs. General Plan Policy LU-P4.2 states,

Strive to maintain a reasonable balance between employment income levels and housing costs within the city, recognizing the importance of housing choice and affordability to economic development in the city.

Table 4.2-3. Vacaville Population and Employment Projections, 2015-2035

	2015	2025	2035	% Change 2015-2025	% Change 2025-2035
Employment					
Total Jobs	32,220	36,120	39,220	12.1%	8.6%
Agriculture and Natural Resources	300	290	260	-3.3%	-10.3%
Manufacturing, Wholesale, and Transportation	3,350	3,470	3,570	3.6%	2.9%
Retail	4,820	4,930	4,970	2.3%	0.8%
Financial and Professional Service	4,030	4,780	5,210	18.6%	9.0%
Health, Educational and Recreational Service	11,100	12,840	14,200	15.7%	10.6%
Other	8,620	9,810	11,010	13.8%	12.2%

Source: Association of Bay Area Governments, Projections 2013

Vacaville is forecasted to add 7,000 jobs between 2015 and 2035. As shown in Table 4.2-4, the ratio of jobs to employed residents is projected to increase from 0.77 jobs per resident in 2015 to 0.85 jobs per resident by 2035. This is less than an ideal ratio of one or more jobs per employed resident and is not consistent with General Plan Policy LU-P4.1, which requires the City to strive to maintain a reasonable balance between potential job generation and the local job market with a goal of one job for each employed resident. The City is currently in the process of updating its *Economic Vitality Strategy* to address the community's targeted goals for attracting targeted employment uses to the city, including incentives to attract those uses to the city.

Table 4.2-4. Ratio of Jobs to Employed Residents

	2015	2025	2035
Vacaville	0.77	0.81	0.85
Fairfield	0.83	0.79	0.76
Vallejo	0.66	0.69	0.74
Solano County	0.74	0.75	0.77

Source: Association of Bay Area Governments, Projections 2013

4.3 – Planning Policies

The General Plan includes Goals, Policies, and Actions to provide for orderly, well-planned and sustainable growth, and the conservation of agriculture and open space lands. The General Plan also has Goals, Policies, and Actions to ensure that new growth only occurs in areas that are served, or will be served, by utilities and public services. Such Goals, Policies, and Actions implementing include, but are not limited to, the following:

- Goal LU-2 - Carefully plan for new development in undeveloped portions of Vacaville.
- Policy LU-P2.2 - Require that specific plans be prepared for new areas brought into the city for development. Such specific plans must provide a coordinated plan for land use, public facilities, and public services. Prohibit individual, piecemeal developments within these outlying areas.
- Policy LU-P2.4 - Require that development on any prime farmland, farmland of statewide importance, or unique farmland (as classified by the California Department of Conservation) purchase conservation easements to permanently protect agricultural land of equal or greater value at a ratio of 1 acre of conserved agricultural land per 1 acre of developed agricultural land.
- Policy LU-P2.7 - Require that open space that is designated as a condition of development approval be permanently restricted to open space use by recorded map or deed.
- Goal LU-3 – Coordinate land development with the provision of services and infrastructure.
- Policy LU-P3.2 - Manage growth so that the quantity and quality of public services and utilities provided to existing businesses and residents will not drop below required levels

of service because of new development, except when required findings related to levels of service are made. While existing development bears some responsibility to fund improvements that will resolve such deficits, ensure that new development also funds its fair share of the costs of maintenance and depreciation of facilities.

- Policy LU-P3.4 - Do not approve new development unless there is infrastructure in place or planned to support the growth.
- Action LU-A3.1 - Regularly update and maintain the City's Municipal Services Review and Comprehensive Annexation Plan to ensure that urbanization does not outpace the provision of public facilities within the Urban Growth Boundary.
- Action LU-A3.2 - Monitor the rate of growth to ensure that it does not overburden the City's infrastructure and services and does not exceed the amounts analyzed in the General Plan EIR.
- Action LU-A3.3 - Continue to monitor new development where infrastructure limits are being reached or exceeded so that linkages with necessary improvements can be established and funded.
- Goal LU-4 - Balance residential development with jobs.
- Goal LU-6 - All development shall pay its own way and not result in a financial burden to existing development or services.

In addition the City of Vacaville maintains its Urban Growth Boundary (UGB) as a strategy to Plan and associated policies outline the City's strategy to protect agricultural lands beyond the UGB. Goal LU-5 in the General Plan and associated policies outline the City's strategy to protect agricultural lands beyond the UGB. The policies are as follows:

- Policy LU-P5.1 – Urban Growth Boundary: To enhance and protect the city's quality of life, establish and maintain an Urban Growth Boundary so that urban development will be focused within the Urban Growth Boundary and the land outside the Urban Growth Boundary will not be redesignated other than for agriculture, park, open space, public facility, and utility uses until March 1, 2028, specifically as set forth in Policies LU-P5.4 through LU-P5.7.
- Policy LU-P5.2 – Lands East of Leisure Town Road: In conjunction with approval of any new urban development on lands shown as "Area B" on Figure LU-3, which consists of lands that are inside the Urban Growth Boundary but east of Leisure Town Road and between the Locke Paddon Community areas on the north and New Alamo Creek on the south, the City shall require such development to mitigate its impact on agricultural and open space lands by preserving, to the extent consistent with applicable law, for each acre of land developed, at least 1 acre of land outside the Urban Growth Boundary but within Pleasants Valley, Upper Lagoon Valley, or Vaca Valley, or any other location that is within 1 mile of the Urban Growth Boundary. Alternatively, to the extent consistent with applicable law, such development may pay an equivalent in-lieu fee as determined by the City in consultation with the Solano Land Trust. Lands acquired directly or with fees collected pursuant to this requirement shall first be offered to the Solano Land Trust. Any such fees transferred to the Solano Land Trust may only be used to acquire or protect

lands outside of the Urban Growth Boundary but within 1 mile of the Urban Growth Boundary, or within Pleasants Valley, Upper Lagoon Valley, or Vaca Valley. Acquisitions pursuant to this requirement shall be coordinated with the Solano Land Trust.

If for any reason adequate land to meet the conservation goals described in the Vacaville General Plan, and in particular this section, cannot be identified or acquired, the City and the Solano Land Trust, or if the Solano Land Trust declines to participate, the City and another land conservation entity shall meet and confer to identify other areas where conservation acquisitions can occur at a reasonable cost and to satisfy the conservation goals described in this section.

- Policy LU-P5.3 – Coordination with Future Solano County LAFCO Open Space or Agricultural Land Mitigation Program: If the Solano County Local Agency Formation Commission (LAFCO) adopts an open space or agricultural land mitigation program applicable to the area defined in Policy LU-P5.2, lands defined therein shall be subject only to the requirements of the LAFCO mitigation program, provided that if the requirement described in Policy LU-P5.2 provides greater mitigation than the LAFCO requirement, the incremental difference between the two programs shall be imposed in addition to the LAFCO requirement to the maximum extent permitted by State law. To the extent the LAFCO requirement and this requirement overlap, development shall be subject to only the LAFCO requirement.
- Policy LU-P5.4 – Establish and Maintain an Urban Growth Boundary: Establish and maintain an Urban Growth Boundary so that urban development within the City's land use jurisdiction will be focused within the Urban Growth Boundary and the land outside the Urban Growth Boundary within the City's land use jurisdiction will be maintained primarily for agriculture, park, open space, public facility, and utility uses until March 1, 2028, as generally described in Policies LU-P5.1 through LU-P5.3, and as more specifically set forth in Policies LU-P5.5 through LU-P5.7. Until March 1, 2028, Section 2.10 of the Vacaville General Plan Land Use Element may be amended only by the voters of the City or as provided in Policy LU-P5.7. The Urban Growth Boundary is established at the location shown on Figure LU-3.
- Policy LU-P5.5 – Description of the Urban Growth Boundary: The Urban Growth Boundary is a line beyond which the General Plan land use designation cannot be amended to apply any designation other than Public Parks, Open Space, Agriculture, or Hillside Agriculture (as those designations are defined in the General Plan as amended through the Submittal Date), except by the voters or as provided in Policy LU-P5.7. Additionally, any lands outside the Urban Growth Boundary that are not currently subject to the General Plan, but which may become so in the future, shall be subject to these same restrictions on land use designations.
- Policy LU-P5.6 – Land Use Restriction Outside the Urban Growth Boundary: In those areas located outside the Urban Growth Boundary and with the City's land use jurisdiction, only the following shall be permitted: (1) all uses permitted in the Vacaville General Plan or the Land Use and Development Code on the Submittal Date, or existing on that date, shall continue to be permitted, and in the event any such use is damaged or destroyed by natural disaster, fire, or Act of God, it may be rebuilt and continued; (2) new uses consistent with the General Plan as amended by the Urban Growth Boundary Initiative; and (3) any infrastructure improvements necessary or appropriate to serve or

protect existing uses and new permitted uses within the Urban Growth Boundary, including, but not limited to, construction and/or expansion of public facilities and utilities outside the Urban Growth Boundary that support such development elsewhere, such as stormwater detention basins, water tanks (reservoirs), sewer and water lines, and wastewater treatment plants to accommodate buildout of the Vacaville General Plan. In addition, the area identified on Figure LU-3 as "Area A" shall remain designated Hillside Agriculture, as defined in the Vacaville General Plan on the Submittal Date, until March 1, 2028.

- Policy LU-P5.7 – No Amendment before March 1, 2028, except by Voters, or City Council Under Specific Enumerated Circumstances: Until March 1, 2028, the location of the Urban Growth Boundary depicted on Figure LU-3 and the policies adopted or amended by the Urban Growth Boundary Initiative may be amended, or exceptions thereto may be granted, only by the voters of Vacaville, or by the City Council pursuant to the procedures set forth in subsections (a) through (d) below.
 - (a) Upon request of an affected landowner with a pending development application, the City Council may amend the location of the Urban Growth Boundary depicted on the General Plan Diagram, or amend policies adopted or amended by the Urban Growth Boundary Initiative, if it makes both the following findings based on substantial evidence in the record:
 - (i) That the application of any aspect of the Urban Growth Boundary depicted on the General Plan Diagram or the implementation of any Vacaville General Plan Policy amended by the Urban Growth Boundary Initiative would constitute an unconstitutional taking of a landowner's property for which compensation would be required, and
 - (ii) That the amendment will allow additional land uses only to the minimum extent necessary to avoid such a taking of the landowner's property.
 - (b) The City Council may amend the location of the Urban Growth Boundary, or amend policies adopted or amended by the Urban Growth Boundary Initiative, where the City Council determines, after at least one public hearing, that doing so is necessary to comply with State law regarding the provision of housing, if it first makes each of the following findings based on substantial evidence in the record:
 - (i) a specific provision of State law requires the City to accommodate the proposed housing; and
 - (ii) the amount of land to be included within the Urban Growth Boundary is no greater than necessary to accommodate the proposed housing; and
 - (iii) no alternative site within the Urban Growth Boundary could be used to satisfy the applicable State housing law; and
 - (iv) the proposed housing will be located adjacent to already developed land and roads, unless locating the development in such areas would result in greater environmental impacts than would locating the housing elsewhere, would conflict with State or federal laws, or would not be possible.

- (c) The City shall not approve any general plan amendment, zoning amendment, specific plan or policy plan, specific plan or policy plan amendment, rezoning, subdivision map, conditional use permit, or public works project not otherwise provided for in Policy LU-P5.6, or take any other similar action that is inconsistent with the Vacaville General Plan amendments adopted by Section 3 of the Urban Growth Boundary Initiative.
- (d) The policies under Goal LU-5 of the General Plan Land Use Element shall not apply to any development project or ongoing activity that has obtained, as of the effective date of the Urban Growth Boundary Initiative, a vested right pursuant to State or local law.

4.4 – Planned Growth

Adoption of the UGB created two new significant areas of undeveloped land within the UGB: the East of Leisure Town Road Growth Area and the Northeast Growth Area. These growth areas are partially located within existing city limits as shown in Figure 4.4-1. The East of Leisure Town Road Growth Area is approximately 1,300 acres in size and is primarily designated for future residential growth. The Northeast Growth Area is approximately 1,400 acres in size and is primarily designated as an economic development area. The two growth areas are separated by the Locke Paddon Colony, an unincorporated, rural community.

The General Plan establishes land use designations for new urban development within these two growth areas, as well as policies to govern their development to ensure balanced growth with adequate public facilities and services. The growth areas and their land use designations are shown in Figures 4.4-2 and 4.4-3. The General Plan Policies that govern development of these in these areas include, but are not limited to, the following:

- Policy LU-P2.1 – Require lands outside, but adjacent to, the current city limits to annex to the City of Vacaville as a prerequisite to development. Do not provide City utility services, water, and sanitary sewer to new development outside of the city limit (with the exception of sanitary sewer for infill in the Elmira area) unless the City Council, with the approval of the Local Agency Formation Commission (LAFCO), approves exceptions in situations where the following three conditions are met:
 - The area in question cannot annex to the City immediately, because it is not currently contiguous to the city limit.
 - The property owner signs a recorded, irrevocable agreement to annex the property to the City when such annexation is requested by the City.
 - The development is consistent with this General Plan and is found to meet all appropriate City development standards.







It should be noted that state law (GC § 56133) specifies additional limitations regarding extending city services, such as utility services, outside of city limits. Extension of city services outside city limits is subject to a discretionary action by Solano LAFCO. The City of Vacaville currently provides water and/or sewer services to a limited number of properties located outside of city limits. Based on the City's limited records, it appears that City services were provided to these properties in the 1960-1990s, which predates current state law pertaining to the extension



Figure 4.4-1: Growth Areas



Boundaries

-  Urban Growth Boundary
-  1990 Existing Sphere of Influence
-  2015 Planned Sphere of Influence
-  City Limits
-  East of Leisure Town Growth Area
-  Northeast Growth Area

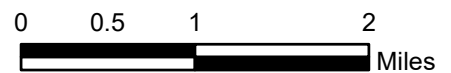
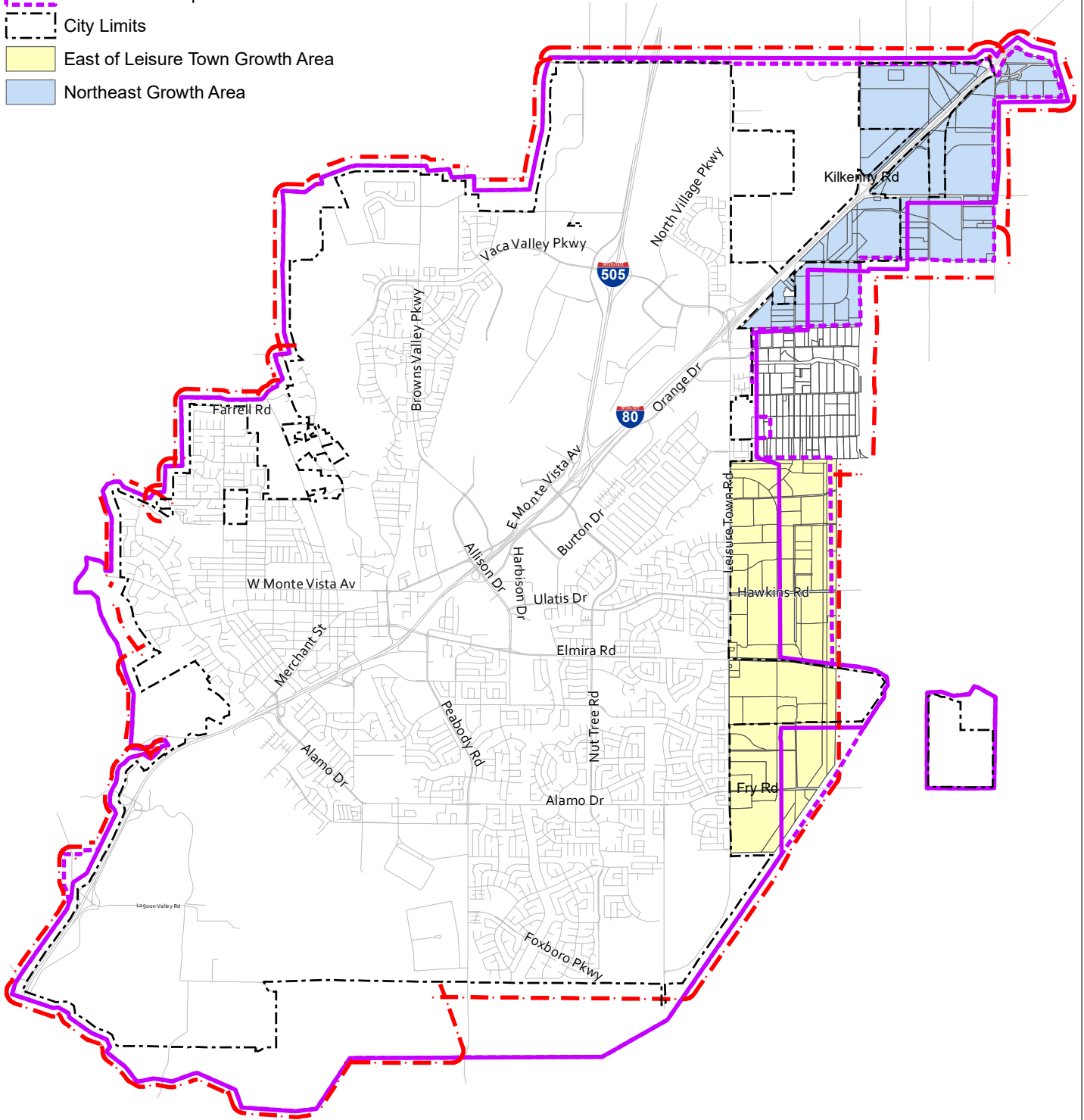




Figure 4.4-2: East of Leisure Town Growth Area



Boundaries

- Urban Growth Boundary
- 2015 Planned Sphere of Influence
- City Limits

General Plan Land Use Designations

Residential

- Residential Low Density (RL) (3.1 - 5.0 units/acre)
- Residential Low Medium Density (RLM) (5.1 - 8.0 units/acre)
- Residential Medium Density (RM) (8.1 - 14.0 units/acre)
- Residential High Density (RH) (20.1 - 24.0 units/acre)

Commercial

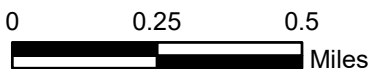
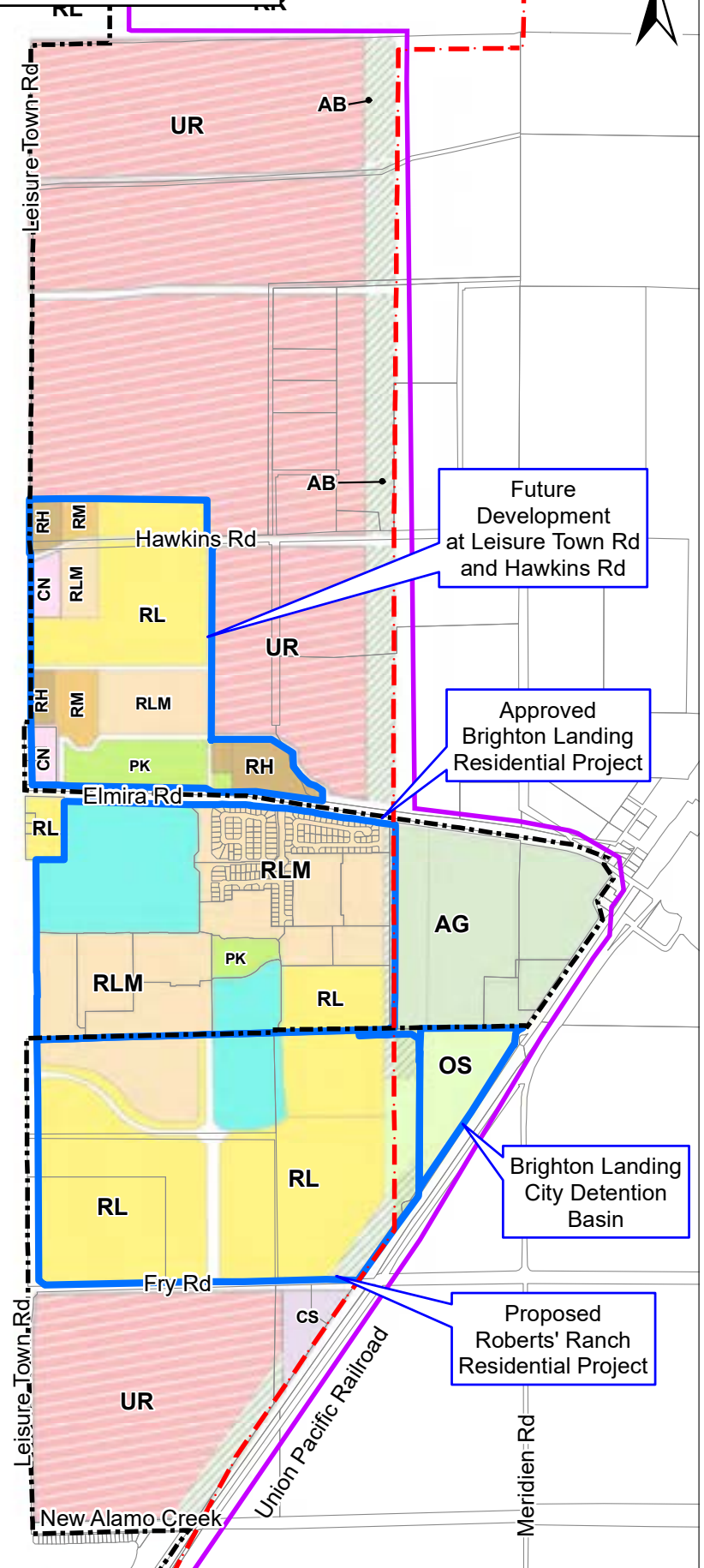
- Commercial Neighborhood (CN)
- Commercial Service (CS)

Other

- Urban Reserve (UR)
- School (Existing = E, MS, HS; Proposed = e, ms, hs)
- Public Park (PK)
- Public Open Space (OS)
- Agriculture (AG)
- Agricultural Buffer (AB)

NOTE:

All areas identified as Urban Reserve (UR), and areas identified as Agricultural Buffer (AB) adjacent to UR areas are identified as long term annexation areas. (General Plan Policy LU-P19.4)



Source: City of Vacaville



Figure 4.4-3: Northeast Growth Area



General Plan Land Use Designations

Residential

- Rural Residential (RR) (0.1 - 0.4 units/acre)
- Residential Estate (RE) (0.5 - 3.0 units/acre)
- Residential Low Density (RL) (3.1 - 5.0 units/acre)
- Residential High Density (RH) (20.1 - 24.0 units/acre)

Commercial

- Commercial General (CG)
- Commercial Highway (CH)

Business/Industrial

- Technology Park (TP)
- Business Park (BP)
- Industrial Park (IP)

Other

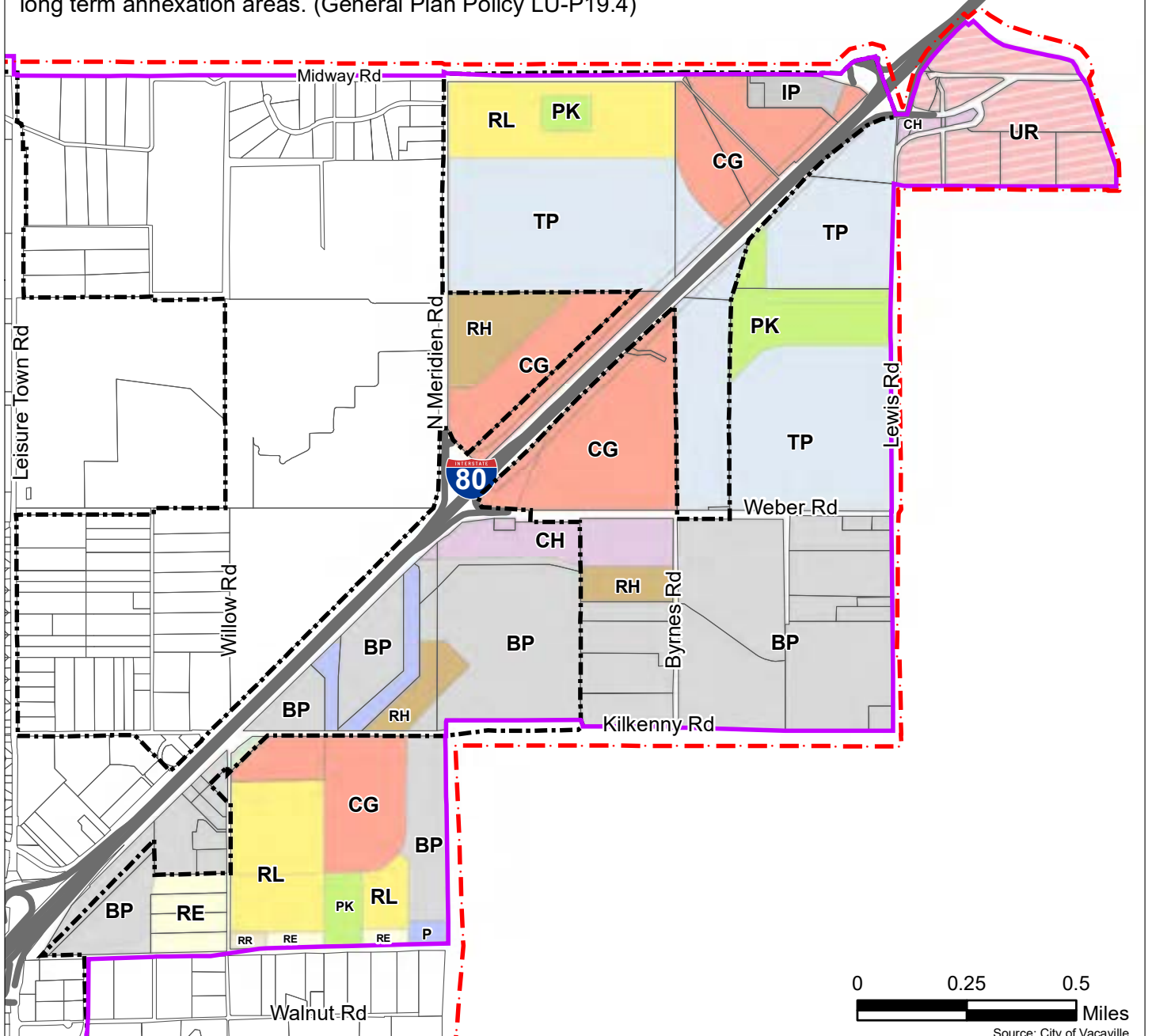
- Urban Reserve (UR)
- Public/Institutional (P)
- Public Park (PK)

Boundaries

- Urban Growth Boundary
- 2015 Planned Sphere of Influence
- City Limits

NOTE:

All areas identified as Urban Reserve (UR) are identified as long term annexation areas. (General Plan Policy LU-P19.4)



of services outside city limits. Maps and assessor parcel numbers identifying unincorporated properties that received City utilities have been included in Appendix A.

- Policy LU-P17.5 – Require that specific plans be prepared for development in the East of Leisure Town Road Growth Area to ensure that coordinated plans for land uses, public facilities, and public services are created for such area, and require that these specific plans are consistent with the City’s updated infrastructure master plans that account for development in the East of Leisure Town Road Growth Area.
- Policy LU-P17.6 – Require that specific plans for the East of Leisure Town Road Growth Area include a diagram showing the distribution of land uses and define permitted and conditionally permitted land uses, major public facilities (including schools, parks, roads, water, sewer, and drainage facilities), phasing, infrastructure financing mechanisms, interim fire protection measures, and any other elements that may be needed to ensure an orderly development process with minimal adverse impacts to the existing community. The specific plans shall be consistent with the City’s master infrastructure plans prepared for the East of Leisure Town Road Growth Area.
- Policy LU-P18.3 – Require that specific plans be prepared for development in the Northeast Growth Area to ensure that coordinated plans for land uses, public facilities, and public services are created for each area, and require that these specific plans are consistent with the City’s updated infrastructure master plans that account for development in the Northeast Growth Area.
- Policy LU-P18.4 – Require that specific plans for the Northeast Growth Area include a diagram showing the distribution of land uses and define permitted and conditionally permitted land uses, major public facilities (including schools, parks, roads, water, sewer, and drainage facilities), phasing, infrastructure financing mechanisms, interim fire protection measures, and any other elements that may be needed to ensure an orderly development process with minimal adverse impacts to the existing community.
- Policy LU-P18.5 – One comprehensive infrastructure master plan shall be prepared for the Northeast Growth Area prior to development in this area to ensure coordinated planning.
- Policy LU-P19.4 – Identify all properties designated as Urban Reserve as long-term annexation areas in the City’s Municipal Service Review and Comprehensive Annexation Area Plan. Long-term annexation areas are areas that will not be annexed to the City within the 5- to 10-year planning period of the most current Municipal Service Review and Comprehensive Annexation Plan.
- Policy LU-P19.5 – Evaluate General Plan amendment requests to convert lands designated as Urban Reserve to other land use designations no more often than every 5 years. Applications to amend the General Plan to convert Urban Reserve lands must be consistent with the City’s Municipal Service Review and Comprehensive Annexation Plan.





In addition, Solano LAFCO has adopted policies that may differ, but are not incompatible with these General Plan policies. Changes to the sphere of influence, influence and to the City of Vacaville’s future boundaries of the probably are discretionary LAFCO actions.

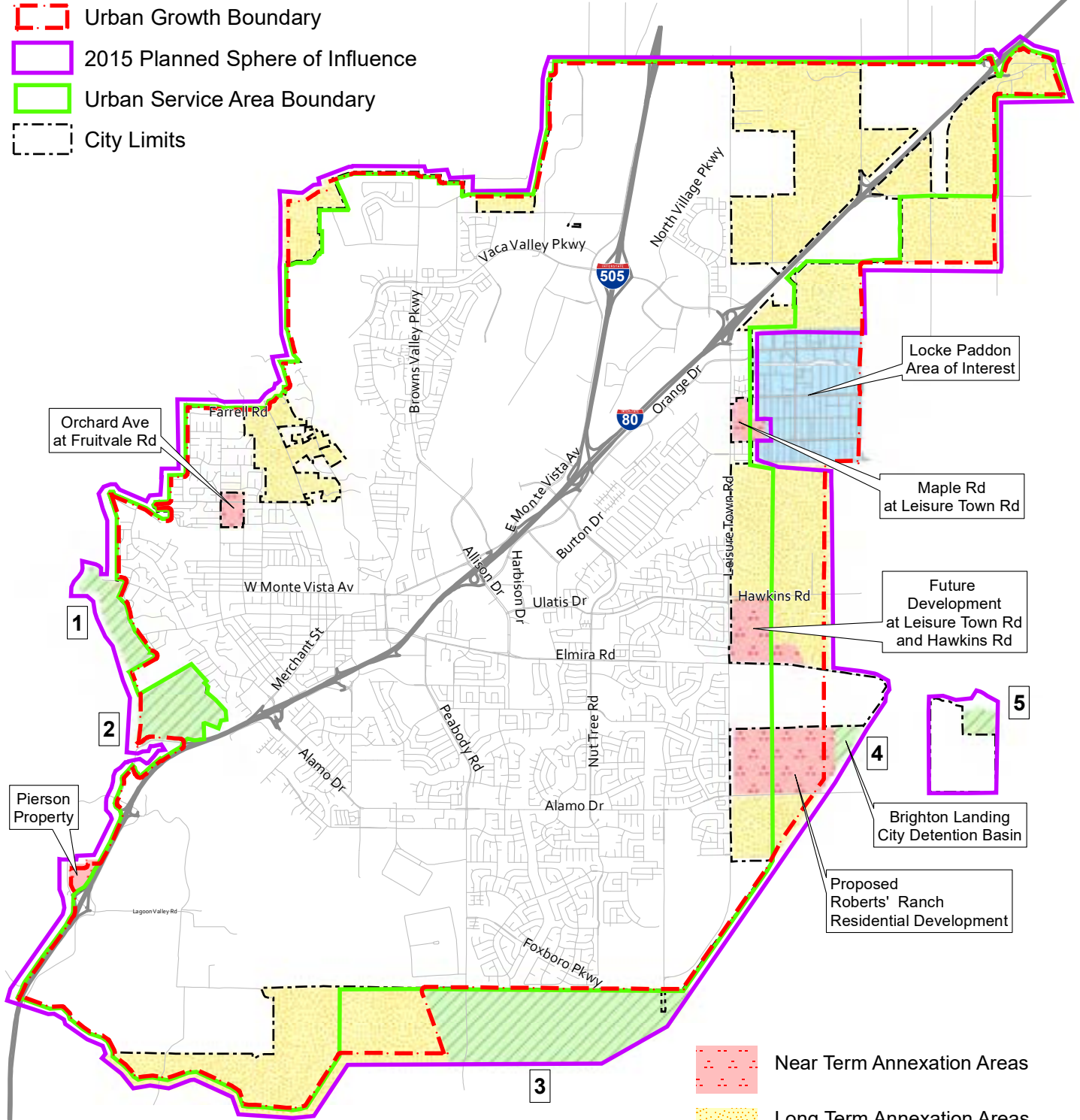





Figure 4.4-4: Annexation Areas

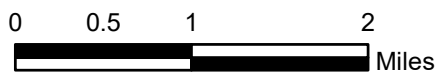


Boundaries

-  Urban Growth Boundary
-  2015 Planned Sphere of Influence
-  Urban Service Area Boundary
-  City Limits



-  Near Term Annexation Areas
-  Long Term Annexation Areas subject to subsequent MSR updates
-  Areas outside of Urban Growth Boundary subject to annexation under specific circumstances (See Section 4.5)



Source: City of Vacaville

Potential Near-Term Annexation Areas

Five areas within the Urban Growth Boundary have been identified as near term annexation areas within the timeframe of the MSR. See Figure 4.4-4 for the location of these areas. An additional 5 areas located outside of the Urban Growth Boundary have been deemed as near term annexation areas as well, but these areas can only be annexed under specific circumstances as discussed in more detail in Section 4.5.

1. Proposed Roberts Ranch Specific Plan Area – This area consists of approximately 248 acres and is located within the East of Leisure Town Growth Area. This area is primarily designated for residential development. The General Plan land use designations for this site are identified in Figure 4.4-4. General Plan Policy LU-P17.1 limits residential development to 785 units in this location.
2. Brighton Landing City Detention Basin – This area, consisting of approximately 30 acres, is located within the East of Leisure Town Growth Area. It is owned by the City of Vacaville and contains a detention basin that serves the Brighton Landing Development project. This property is located outside of the City’s UGB. However, since its General Plan land use designation is “Public Open Space,” it is consistent with UGB policies.
3. Future Development at Leisure Town Road and Hawkins Road - This area, consisting of approximately 137 acres, is located within the East of Leisure Town Growth Area. This area is primarily designated for residential development, including attached, multi-family units. The General Plan land use designations for this site are identified in Figure 4.4-4. General Plan Policy LU-P17.1 limits residential development to 610 units in this location.
4. Maple Road at Leisure Town Road – This area, comprised of rural residences and a church, lies north of Maple Road, south of Poplar Road, and east of Leisure Town Road. This area includes several properties under different ownerships totaling approximately 31 acres and it designated as Residential Estates. This area is part of the Locke Paddon community, a rural residential subdivision located in the unincorporated county. The city limit surrounds this area on three sides.
5. Orchard Avenue at Fruitvale Road – This site, which lies north and south of Fruitvale Road and east of Orchard Avenue, is an unincorporated county island. The island encompasses approximately 27 acres, of which 21 acres are vacant and designated as Medium Density Residential. A six-acre park is designated in the southerly portion of the site. The City is capable of providing municipal services to this area once the properties are annexed into the city.

The first four near term annexation sites are located within, or immediately adjacent to, the East of Leisure Town Road Growth Area. The proposed Roberts’ Ranch Specific Plan Area and future development at Leisure Town Road and Hawkins Road are governed by the General Plan Policies that provide for orderly, well-planned, and balanced growth in the East of Leisure Town Road Growth Area, including but not limited to:

- Policy LU-P17.2 - The East of Leisure Town Road Growth Area shall include a mixture of housing densities, and attached and detached housing types consistent with the adopted land use diagram.

- Policy LU-P17.3 - When considering specific plan proposals for development on lands designated Residential High Density in the East of Leisure Town Road Growth Area, ensure that overall development in the East of Leisure Town Road Growth Area is on track to provide at least 13 percent of the total residential units as attached, multi-family units.

It should be noted that the minimum density for land designated for high density residential is 20.1 units per acre. This density is consistent with the default suburban density defined by the California Department of Housing and Community Development (HCD) as being suitable for accommodating housing for lower-income households. The future development area located at Leisure Town Road and Hawkins Road contains three sites identified for high density residential development by the General Plan.

4.5 – Special Policy Considerations

Several special purpose policies are necessary so that this document can adequately reflect the policies of the City of Vacaville and Solano County LAFCO. These policies are specifically tailored to the needs of the City of Vacaville and toward implementation of the General Plan. Those policies will also provide direction on how to view annexations when they are being considered.

Locke Paddon Colony

As previously mentioned, adoption of the UGB created two new significant areas of undeveloped land within the UGB: the East of Leisure Town Road Growth Area and the Northeast Growth Area. As shown in Figure 4.4-1, the two growth areas are separated by the Locke Paddon Colony, an unincorporated, rural community. At the request of the several property owners within the Locke Paddon Colony, the City is not proposing to include this community in its sphere of influence. However, due to the location of the community, and the potential for future land use and/or development proposals to impact the City, the City has identified this area as an “Area of Interest.”

An Area of Interest, also referred to as an “Area of Concern” by LAFCO’s sphere of influence guidelines, is a geographic area beyond the City’s sphere of influence in which land use decisions or other governmental actions of the County or another Agency (e.g. Solano Irrigation District, Solano County Water Agency), directly or indirectly impact the City. By identifying Locke Paddon as an Area of Interest, the City is requesting special consideration from the County, and/or any other Agencies with jurisdiction over the land use and/or development proposals in this area, when considering development proposals and changes in land use in the Locke Paddon Colony.

Urban Service Area Boundary

The Urban Service Area Boundary (USAB), shown in Figure 4.4-4, is the result of the 1995 Master Water Agreement (MWA) between the City and the Solano Irrigation District (SID) (included in the Appendix B). As part of the MWA, which remains in effect until 2050, the City and SID committed to accommodate and support urban development within the Urban Service Area Boundary. Conversely, both entities have committed not to support urban development outside of the boundary which is considered to be the SID’s agricultural service area.

Currently the USAB is located 1,500 feet east of Leisure Town Road and runs the length of the East of Leisure Town Road Growth Area. The City is currently in negotiations with SID to amend the Master Water Agreement to relocate the USAB to the east to make it consistent with the City's UGB. The General Plan contains the following policy and action acknowledging the Master Water Agreement and the need to amend it to address the location of the USAB.

- Policy LU-P3.3 Provide urban services in accordance with the May 1995 City of Vacaville/Solano Irrigation District Master Water Agreement, as it may be amended from time to time.
- Action LU-A17.2 Work with the Solano Irrigation District to expand the Urban Service Area and amend the Master Water Agreement to accommodate urban development in the East of Leisure Town Road Growth Area. As part of the amendment to the Master Water Agreement, consider the width, location, and allowed uses in the agricultural buffer.

In the event the MWA is not amended to relocate the USAB prior to additional development taking place in the East of Leisure Town Road Growth Area, the MWA provides a remedy for violations in the form of a financial penalty. Developers within the East of Leisure Town Road Growth Area may elect to pay this penalty in lieu of waiting for the MWA to be amended to address the location of the USAB.

Specific Plans and Development Agreements to Stage Development

A specific plan is tool for systematically implementing the General Plan within a portion of the Planning Area. A specific plan is a hybrid document that combines General Plan policy statements with development regulations. It is often used to address the development requirements for a single project such as urban infill or a new growth area. As a result its emphasis is on concrete standards and development criteria. Its text and diagrams will address the planning of necessary infrastructure and facilities as well as land uses and open space. In addition it will specify those programs and regulations necessary to finance infrastructure and public works projects. Future specific plans must include a diagram showing the distribution of land uses; define permitted and conditionally permitted land uses; identify major public facilities, including roads, water, sewer and drainage facilities, schools, and parks; describe phasing; identify infrastructure financing mechanisms; and describe any other elements that may be needed to ensure an orderly development process with minimal adverse impacts.

The City requires that specific plans are applied to large areas of raw land on the city's periphery where major utility and circulation extensions are likely to be required. Specific plans are also required for areas within the city where major projects are being considered or when a significant change in land use will occur. As required by the General Plan, future specific plans must include a diagram showing the distribution of land uses; define permitted and conditionally permitted land uses; identify major public facilities, including roads, water, sewer and drainage facilities, schools, and parks; describe phasing; identify infrastructure financing mechanisms; and describe any other elements that may be needed to ensure an orderly development process occurs with minimal adverse impacts.

Specific plans may be implemented by themselves or in conjunction with development agreements consistent with state law. For example the city routinely enters into development agreements with developers desiring to develop large scale residential developments over the course of many years. A developer may be granted development entitlements including City

rezoning of land in preparation for annexation or for land that may exceed the City's immediate need for additional residential development via development agreements and/or specific plans,. Developers are required to identify phasing of infrastructure and development when proposing annexation of lands in the periphery. Being able to annex larger areas allow developers to finance their projects, and allows for comprehensive environmental analysis, and land use and infrastructure planning. This approach is consistent with LAFCO Standard No. 8 which states LAFCO may consider the likelihood of significant growth over a 10-20 year period of time if the project applicant and the city have entered into a development agreement.

The use of a development agreement is discussed, as part of LAFCO Standard No. 8, as a means of phasing development consistent with the intent of the LAFCO Standards. Development agreements are routinely used for large residential development projects. The existence of such a contractual agreement between the city and the developer is considered the basis for the annexation of the entire property. Phasing plans are expected to be utilized for most future growth areas with mixed use or residential development projects.

Annexation of Areas outside the UGB

The UGB was adopted in 2008 by the City Council. Subsequently the City Council voted to incorporate the UGB within the General Plan Land Use Element. The City's Urban Growth Boundary (UGB) indicates the maximum allowable extent of urbanization. Land outside the UGB cannot be annexed into the city or designated for anything other than agriculture, park, open space, public facility, or utility uses until March 1, 2028. These areas are identified on Figure 4.4-4 as "Areas outside Urban Growth Boundary subject to annexation under specific circumstances." These areas are deemed to be near term annexation areas because they will only be annexed if necessary to serve the best interest of the public and have very limited development potential as described below. (See Section 4.3 for all General Plan policies related to the UGB.)

- Areas 1 and 2 Hillside Agriculture – These areas are located along the western city limit line may only be annexed as Hillside Agriculture as identified by the UGB policies found in the General Plan. The Hillside Agriculture designation includes lands that are generally privately owned hillside properties that contain steep slopes, are located above the public water system service elevations, have a high fire risk, have highly visible ridgelines, are likely to have value as plant or wildlife habitat, and may be subject to geologic instability. Due to these issues, these areas are intended for low-intensity agricultural uses and only permit one residential unit per 20 acres, subject to compliance with established development standards.
- Area 3 Agriculture / Community Separator – This area is located along the City's southern border is located within the Vacaville-Fairfield Community Separator, which is governed by the Fairfield-Vacaville-Solano County Joint Powers Agreement adopted in 1994. This area may only be annexed as agricultural land or other open space uses. (See Appendix C)
- Area 4 Public Open Space – This area is located adjacent to the East of Leisure Town Road Growth Area, next to the Union Pacific Railroad tracks. This area includes a City-owned detention basin and the PG&E transmission line easement. Both areas are designated by the General Plan as Public Open Space.

- Area 5 – This area is located adjacent to the City’s Easterly Waste Water Treatment Plant and is identified as by the General Plan as agriculture.

The General Plan includes policies to help protect undeveloped portions of Vacaville to promote responsible and well-planned growth in addition to protecting agriculture and open space lands. Those policies include, but are not limited to, the following:

- Policy LU-P2.2 - Require that specific plans be prepared for new areas brought into the city for development. Such specific plans must provide a coordinated plan for land use, public facilities, and public services. Prohibit individual, piecemeal developments within these outlying areas.
- Policy LU-P2.5 - Do not convert lands designated Public Open Space to developed urban uses unless an overriding public purpose required such a change.
- Policy LU-P2.6 - Lands designated Public Open Space that are converted to developed urban use shall be compensated for by providing equal or better lands for a similar use in another location. All proceeds that the City receives from any sale of Public Open Space lands shall be used to acquire additional open space lands elsewhere.
- Policy LU-P2.7 - Require that open space that is designated as a condition of development approval be permanently restricted to open space use by recorded map or deed.

Additionally, the City requires a 300- to 500-foot Agricultural Buffer designation between residential and agricultural uses. The agricultural buffer is intended to protect viable agricultural operations (particularly crops that require irrigation, tilling, and spraying) from the intrusion of urban uses. The Master Water Agreement stipulates that any proposal for the expansion of the Urban Service Area Boundary must consider the potential expansion of the city’s existing agricultural buffer requirement. The agricultural buffer is addressed in the Conservation and Open Space Element and discussed in Chapter 5.

Urban Reserve

This designation is applied to relatively large, contiguous, and undeveloped geographic areas where comprehensive planning must occur prior to urbanization. The purpose of assigning the Urban Reserve designation, rather than specific land use designations in the East of Leisure Town Road Growth Area, is to demonstrate that the city eventually expects urban development in these areas while also allowing flexibility in planning for these uses in the future. This designation has also been applied to a small area within the Northeast Growth Area where existing uses have developed in the unincorporated county.

Lands designated as Urban Reserve are recognized by the city as areas that may be annexed to the city and developed in the future. Areas within the East of Leisure Town Road Growth Area with an Urban Reserve land use designation will require comprehensive planning and the preparation of a specific plan prior to development. In conjunction with a specific plan, a General Plan amendment will be necessary to establish specific General Plan land use designations for each parcel of land.

- Policy LU-P19.4 – Identify all properties designated as Urban Reserve as long-term annexation areas in the City’s Municipal Service Review and Comprehensive Annexation Area Plan. Long-term annexation areas are areas that will not be annexed to the City within the 5- to 10-year planning period of the most current Municipal Service Review and Comprehensive Annexation Plan.
- Action LU-A19.1 – Amend the Land Use and Development Code to establish an Urban Reserve ordinance. The ordinance shall include criteria necessary to support a General Plan amendment permitting the conversion of the land designated as Urban Reserve to another land use designation. The criteria shall allow consideration of amendments needed to retain a 20-year supply of developable land within the Urban Growth Boundary or to replenish the supply of developable land reduced since General Plan adoption. These findings shall support the General Plan Vision Statement

Findings and Determinations:

4.1 Vacaville’s location, moderate home prices, supply of residentially-designated land, accessibility to job markets, and reputation as a family-friendly town are contribute to a higher-than-average residential growth rate.

4.2 Vacaville is forecasted to add 7,000 jobs between 2015 and 2035

4.3 General Plan Policies related to orderly and logical growth are compatible with Solano LAFCO policies.

4.4 Long-term annexation areas will not be annexed to the City within the 5- to 10-year planning period of the most current Municipal Service Review and Comprehensive Annexation Plan.

4.4 The City is capable of providing municipal services to the near term annexation areas within the planning horizon of this municipal service review.

4.5 The location and potential for future land use and/or development proposals in the unincorporated Locke Paddon Community have the potential to impact the City. This is an “Area of Interest” to the City of Vacaville and Solano County is encouraged to collaborate with the City when considering development and land use changes there.

5: Disadvantaged Unincorporated Communities

LAFCO is required to provide written determinations with respect to the location and characteristics of any disadvantaged unincorporated communities (DUC) within or contiguous to the sphere of influence. The California Government Code Section 56033.5 defines a disadvantaged unincorporated community as an inhabited territory (12 or more registered voters) with an annual median household income that is less than 80 percent of the statewide annual median household income.

In 2015, the median household income for the State was \$64,500. The table below represents the 2015 median household incomes for the two Census Designated Places (CDP) in Solano County near Vacaville. Neither CDP’s median household income falls below the State’s, therefore they do not qualify as a DUC.

Table 5.0-1. Solano County CDP 2012 Household Income

Solano County CDP	Median Household Income	Percentage of the State’s Household Income (\$64,500)
Allendale CDP	\$121,875	188%
Elmira CDP	\$70,298	108%

Source: California Department of Finance 2016

Findings and Determinations:

5.1 There are no known disadvantaged unincorporated communities adjacent to the City of Vacaville.

6: Present and Planned Capacity of Public Facilities

The City of Vacaville is a full service city: most services are provided by city employees. Vacaville services consist of fire, law enforcement, parks and recreation, street maintenance, stormwater, wastewater, and water. The Nut Tree Airport, located within city limits, is owned and operated by Solano County. Other services such as animal control and solid waste are provided by contract, as discussed below.

6.1 – Animal Control

Vacaville is one of five cities contracted with Humane Animal Services (HAS), a non-profit organization for animal control within the City. Animals can be taken to SPCA of Solano, an independent non-profit animal shelter, located on Peabody Road on land owned by the California Department of Corrections and Rehabilitation and not in the jurisdiction of Vacaville. Additional shelter services are provided by Solano County Animal Care Services located on Clay Bank Road in Fairfield.

Findings and Determinations:

6.1.1 Animal control services are adequately provided by the City of Vacaville through contracts with SPCA, a non-profit organization for animal control and shelter and Solano County for shelter services.

6.2 – Fire

Existing Conditions

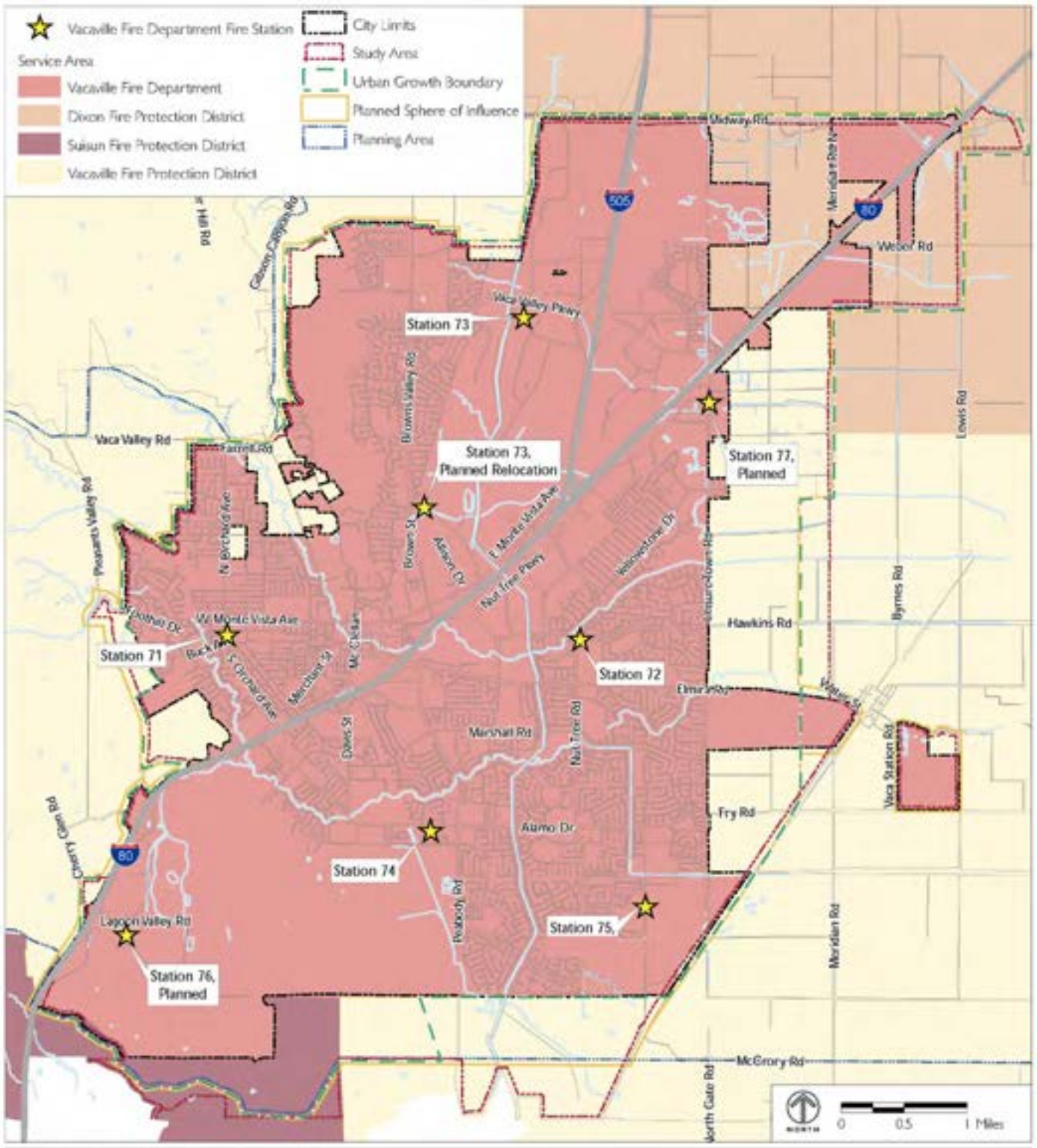
This section describes the Vacaville Fire Department (VFD), which provides fire and emergency services to the city. The city will provide fire protection services to all new development allowed by the General Plan. As shown in Figure 6.2-1 rural fire protection districts provide fire protection services outside of the current city limits and within the EIR Study Area.

Fire-related calls for VFD service include: structure, vehicle, and vegetation fires; hazardous materials emergencies; technical emergencies such as trench, water, and confined space rescues; and vehicle accidents and extrication incidents involving automobiles, motorcycles, tractor trailers, and airplanes.

For emergency medical service VFD provides Advanced Life Support (ALS) first responder and ALS transport services, as well as Emergency Medical Service (EMS). These services include responding to minor injury and major traumatic injury incidents as well as to general and major medical incidents. VFD responds to mass casualty incidents within its larger response area as member of a countywide mutual aid system for ambulances. Table 6.2-1 lists the call volumes for the various types of calls for service the Fire Department has completed for the last 3 years.



Figure 6.2-1: Fire Protection Service Providers and Stations



Source: Solano County, 2008 and City of Vacaville, 2010.

Note: This map was published in the General Plan Draft EIR, published on October 25, 2013. The City is not proposing to include the Locke Paddon Colony, an unincorporated community, within its Sphere of Influence (SOI). Please see Figure 3.1-1 for the proposed location of the City's 2015 Planned SOI.

6.2-1. Vacaville Fire Department Calls

	2014	2015	2016
EMS	6,278	6,799	7,088
Other	2,615	2,645	2,912
Code Compliance	2,933	3,427	3,078
Total	11,826	12,871	13,078
<i>Source: Vacaville Fire Department, 2017</i>			

VFD also organizes fire prevention functions through its Support Services Division. These functions include the provision of fire safety inspections to Vacaville businesses by inspectors and fire suppression engine companies, as well as plan safety inspections for new construction projects, remodels, and sprinkler systems. Lastly, VFD provides disaster preparation and Emergency Operations training to City staff members. This training allows the city to set up and operate an Emergency Operations Center during emergencies. VFP also provides code enforcement services.

Vacaville has a single dispatch center for emergency and non-emergency calls for service. When a dispatch officer receives a call for service within the City limits, they ascertain if the call requires police services or medical/fire services. If the call is for services outside the City limits, the call is transferred to California Highway Patrol dispatch center.

VFD currently employs 93 fire prevention, suppression, investigation, and administration personnel. The following is a breakdown of existing VFD personnel by title and number of staff:

- Fire Chief (1)
- Administrative Assistant (1)
- Administrative Clerk (1)
- Administrative Technician II (1)
- Battalion Chief (3)
- Captain (16)
- Deputy Chief (1)
- Engineer (15)
- Firefighter/Paramedic (45)
- Fire Plans Examiner/Inspector (1)
- Fire Prevention Bureau Manager (1)
- Fire Prevention Specialist (2)
- Fire Safety Coordinator I/II (LT) (1)
- Code Compliance Technician I/II (3)
- Management Analyst I/II (1)

Facilities

The administrative offices of VFD are located at Vacaville City Hall, 650 Merchant Street. This central facility includes the offices of the Fire Chief, Division Chief, and administrative staff. It also houses the Support Services Division including the Fire Prevention Bureau. The combined total calls for service VFD completed for the last three years is 28,500: an average of 9,500 calls per year.

VFD has five existing fire stations in the city which are: Stations 71, 72, 73, 74, and 75. Station 71, located at 111 South Orchard Avenue, serves as the main station and is equipped with an extra apparatus bay for the storage of reserve equipment and firefighting apparatus. Each station provides ALS/EMS service and responds to all types of fires including wildland, structure, and vehicle fires. Table 6.2-1 provides each station’s location, number of personnel, and all apparatus/equipment in operation at each station. In addition to the equipment and apparatus listed in Table 6.2-1, VFD owns and operates the following equipment:

- Reserve Engine (4)
- Reserve Ambulance (2)
- Rescue Squad (1)
- Command Vehicle (2)
- Trench Rescue Trailer (1)
- Community Response Trailer (2)
- Prevention/Investigation Trailer (1)
- ¾-Ton Pick Up Truck (1)
- Staff Vehicle (6)
- Boat (2)

Table 6.2-2. Fire Station Locations and Resources

Station	Address	Personnel	Apparatus/Equipment
Station 71 (Main Station)	111 S. Orchard Avenue	5 total	Truck or Engine or Brush (1) Ambulance (1) Brush Unit (1)
Station 72	2001 Ulatis Drive	5 total	Type 1 Engine or Brush(1) Ambulance (1) Brush Unit (1)
Station 73	650 Eubanks Court	3 total	Type 1 Engine or Brush (1) Ambulance (1) Brush Unit (1)
Station 74	1850 Alamo Drive	5 total	Type 1 Engine or Brush(1) Ambulance (2) Grass Unit (1)
Station 75	111 Cogburn Circle	3 total	Truck or Engine or Brush (1) Ambulance (1) Brush Unit (1) Rescue Squad (1)
<i>Source: Vacaville Fire Department, 2017.</i>			

Ability to Provide Services to New Growth Areas

The City has established a response time standard of 7 minutes 90 percent of the time. This goal is met in most areas of the City. With the addition of the new Station 75, serving the most recently annexed and development neighborhoods of Vanden Meadows, Southtown, and Brighton Landing, this response time has been maintained. Additionally, because of the proximity of Station 75 and Station 72 to the East of Leisure Town growth area, it is anticipated that service standards will maintain. However, detailed quantitative analysis is done at the time

a project is proposed with the project level environmental analysis and prior to annexation. Should facilities need to be expanded, all new development is required to pay its way per General Plan policies, as stated in Chapter 7: Financial Ability to Provide Services. Financial responsibilities include development impact fees for facility expansion, creation of or annexation into a Community Facilitates District for increases in personnel, and installation of “Opti-com” sensors in new and existing street lights through terms in the Development Agreement and CEQA review. For example, Planned Stations 76 and 77, as depicted in Figure 6.2-1, will serve new development in Lagoon Valley and north east Vacaville.

Fire service for the areas surrounding the city limits is provided by fire protection districts, including the Vacaville Fire Protection District, Dixon Fire Protection District, and Suisun Fire Protection District. In addition, VFD is actively involved in formal agreements with the City of Dixon, the City of Fairfield, and the Vacaville Fire Protection District to provide automatic aid responses in designated areas. VFD also participates in a Mutual Aid Plan with other fire departments in Solano County.

On December 19, 2016, the Insurance Services Office (ISO) completed their Public Protection Classification (PPC) survey of Vacaville. ISO is a for profit organization that provide statistical information on risk by evaluating communities on their emergency communications, fire department operations, and water supply on an “as-needed” basis. Based on the information provided to complete the PPC, ratings are given to the communities on a scale of 1 (highest rating) to 10 (lowest rating). These ratings are then used by insurance companies/agencies as part of their decision-making when deciding what businesses to write, coverage’s to offer or prices to charge for personal or commercial property insurance, and to determined premiums to charge policies holders. The higher the rating, the lower insurance rates and premiums tend to be. Effective April 1, 2017, Vacaville’s ISO rating will officially be elevated from a rating of 3 to a rating of 2.

The City projects that by 2035 9,680 new dwelling units will be developed and the population of Vacaville will increase by 26,500 new residents. The city’s SOI is currently served by five fire protection districts. Upon annexation the VFD will be the service provider for the new development. As a result of projected population growth under the General Plan, additional staff and equipment will be required to maintain or improve current response times. It is likely that new or expanded facilities will be required to support the additional staff and serve the new development. Below are planned facilities for the future development areas:

- A proposed fire station at Orange Drive just east of Leisure Town Road.
- Relocation of Fire Station 73 from Eubanks Court to somewhere in the vicinity of Brown Street and Browns Valley Parkway.
- A proposed fire station at Lower Lagoon Valley.

In addition the General Plan contains policies and actions that aim to provide adequate fire protection and emergency medical response services to serve existing and new development:

- Policy PUB-P1.1 prohibits any development that will not, even with identified mitigation measures, maintain standards for fire, rescue, and emergency medical service.
- Policy PUB-P1.2 ensures that new development pays a fair and equitable amount to offset the costs for fire, rescue, and emergency medical response services by collecting

impact fees, requiring developers to build new facilities, and requiring the new areas to create or annex into a Community Facilities District.

- Policy PUB-P1.3 requires the establishment of Community Facilities Districts or other funding mechanisms to provide standby fire protection services (i.e. fire protection services during the construction phase of new development, adding permanent staffing levels as construction progresses), if necessary.
- Policy PUB-P1.5 requires new development to satisfy fire flow and hydrant requirements and other design requirements as established by the Fire Department.
- Policy PUB-P1.6 directs the City to plan future fire station locations to maintain or enhance current response levels.
- Action PUB-A1.1 directs the City to develop a public safety facilities plan for fire, rescue, and emergency medical services.

Policies and actions under Goal SAF-5, as well as Policy PUB-P1.4 would reduce fire risks and increase protection:

- Safety Element Goal SAF-5 – Provides policies to protect lives and property from wildland fire hazards.
- Policy PUB-P1.4 – Identify Policy SAF-P5.1 to reduce the risk from wildfires by restricting development in High and Very High Hazard areas, as shown in Figure SAF-9.
- Policy SAF-P5.2 requires that all development in areas of potential wildland fire hazards, including agricultural areas east of Leisure Town Road, include the following:
 - Fire breaks adjoining open space areas.
 - Adequate access to adjoining open space areas.
 - Clearance around structures.
 - Fire-resistant ground cover.
 - Fire-resistant roofing materials.
 - Adequate emergency water flow.
- Policy SAF-P5.3 requires that all development adjacent to open agricultural lands comply with State law regarding defensible open space, even if the agricultural lands are designated for future development.
- Policy SAF-P5.4 to incorporate drought-resistant and fire-resistant plants in public works projects in areas subject to wildland fires.
- Policy SAF-P5.5 to regularly train Vacaville Fire Department staff for wildland firefighting conditions.
- Policy SAF-P5.6 requires all development applications to be reviewed and approved by the Fire Department prior to project approval.

- PUB-P1.4 requires projects to identify and mitigate fire hazards during the project review and approval process.

As previously noted, when new development occurs it is likely that new or expanded fire protection facilities will be needed to support the associated population growth and expanded service area. It is not known at what time or location such facilities will be required or what the exact nature of these facilities will be. They will be measured on a project-specific basis, and will require permitting and review in accordance with CEQA.

Findings and Determinations:

6.2.1 Vacaville has a city dispatch center for emergency and non-emergency calls. Calls originating outside the City limits are transferred by city dispatch to the California Highway Patrol dispatch center. Centralized dispatch services for the region will provide higher levels of service efficiency. The City is encouraged to participate in centralized dispatch for emergency services.

6.2.2 The City response time standard of 7 minutes 90 percent of the time. Response time has been maintained with growth. Detailed quantitative analysis at the time a project is proposed ensures adequacy of service prior to annexation.

6.2.3 As of April 1, 2017, Vacaville's ISO rating has been elevated from a rating of 3 to a rating of 2.

6.2.3 Vacaville Fire Protection District participates in automatic aid responses in designated areas and also participates in a Mutual Aid Plan with other fire departments in Solano County.

6.2.4 The city's SOI is currently served by five fire protection districts. When annexation occurs, Vacaville Fire Department is the service provider in annexing areas. Mitigation agreements are in place to offset the financial impacts to detaching districts.

6.3 – Law Enforcement

The Vacaville Police Department (VPD) serves the City of Vacaville. The VPD provides patrol and detective services 24-hours-a-day, 7-days-a-week. In addition, VPD administers Reserve Officer and Cadet Programs and administers specialty units, such as a Special Weapons and Tactics (SWAT) team, a Mobile Field Forces (MFF) team, Youth Services, K-9 units, the Family Investigative Response Services Team (FIRST), the Family Resource Center (FRC), and a clinical services component.

VPD employs 103 sworn officers and 53 non-sworn, full-time personnel. This is an increase in full-time sworn officers from the 2014 MSR (from 97 to 103). Additionally, even with the increase in population, this is an increase in officers per capita. This breaks down to roughly 1 full-time sworn officer for every 855 residents, and 1 full-time non-sworn officer for every 1,663 residents. Police personnel are primarily housed within the Police Department building and FIRST offices adjacent to City Hall. Some personnel are also located in satellite offices located at two high schools and two middle schools (Youth Services Section, offering a diversion program, guidance counseling, and other services for youth and their families).

VPD has adopted standards for average response times. For Priority I calls, which are the highest priority and involve crimes in progress or people in physical jeopardy, the adopted response time standard is 6 minutes and 1 second. VPD is currently meeting the Priority I standard with an average response time of 6 minutes exactly. This is a better average response time form that noted in the 2014 MSR (7.1 minutes for priority one calls.) due to the increase of officers. For Priority II calls, which are calls that do not need an immediate response, the adopted average response time standard is 16 minutes and 28 seconds. VPD is currently meeting the Priority II call standard, with an average response time of 15 minutes. Public safety Community Facilities Districts (CFDs) have been, and will continue to be, formed to fund the increased staffing needs from new development to help maintain existing levels of service. Below is a table that reflects the number of calls VPD received broken down by priority levels 1-4.

Table 6.3-1. Vacaville Police Department Calls for Service

Priority Level	2014	2015	2016
1	9,422	11,472	13,303
2	22,087	23,048	21,756
3	22,216	21,724	20,785
4	3,200	3,612	3,722
Totals	59,659	61,871	61,282
<i>Vacaville Police Department, March 23, 2017</i>			

The City has a single dispatch center for emergency and non-emergency calls for service. When a dispatch officer receives a call for service within the City limits, they ascertain if the call requires police services or medical/fire services. If the call is for services outside the City limits, the call is transferred to California Highway Patrol dispatch center.

Ability to Provide Services to New Growth Areas

The city projects that by 2035, 9,680 new dwelling units will be developed, and the population will increase by 26,500 new residents. As described above, the Sphere of Influence area includes the City of Vacaville, which is currently served by the VPD, as well as land outside the city limits, which is currently served by the Solano County Sheriff. However, land outside of the city limits would not be developed under the General Plan until annexed to the city. Upon annexation, the VPD would be the service provider for new development.

Although VPD does not have a standard for staffing levels, the current ratio of officers per 1,000 residents is 1.12. This is lower than the Federal Bureau of Investigations recommended standard of two officers per 1,000 residents. In order to maintain the City's existing staffing ratio and adopted response time standards, the VPD would need 30 additional officers,¹ with associated equipment and vehicles. The VPD expanded its facilities in 2003 by constructing a 39,000-square-foot building which would be sufficient to support the additional officers and serve new development allowed by the General Plan.

¹ 26,500 new residents / 1,000 = 26.5. 26.5 x 1.12 officers = 29.68 new officers.

The General Plan includes policies that support police services:

- Policy PUB-P2.1 directs the City to maintain adequate police staffing, performance levels, and facilities to serve Vacaville's existing population as well as any future growth.
- Policy PUB-P2.2 prohibits any development that will not, even with identified mitigation measures, maintain standards for law enforcement service.
- Policy PUB-P2.3 ensures that new development pays a fair and equitable amount to offset the costs for law enforcement services by collecting impact fees and requiring the creation of or annexation into a Community Facilities District.
- Policy PUB-P2.4 directs the City to identify and mitigate law enforcement hazards during the project review and approval process.
- Action PUB-A2.1 directs the City to develop a public safety facilities plan for law enforcement services.

Determinations and Findings

6.3.1. VPD has increased law enforcement staffing from the 2014 MSR (from 97 to 103). The current ratio of officers is 1.12 per 1,000 residents and is lower than the Federal Bureau of Investigations recommended national standard of two officers per 1,000 residents.

6.3.2 Staffing levels are 1 full-time sworn officer for every 855 residents, and 1 full-time non-sworn officer for every 1,663 residents. This represents an increase in total number of officers per capita.

6.3.3 The adopted police response time standard is 6 minutes and 1 second. VPD is currently meeting the Priority I standard with an average response time of 6 minutes exactly. This is a better average response time than noted in the 2014 MSR (7.1 minutes for priority one calls) due to the increase of officers.

6.3.4 Vacaville has a city dispatch center for emergency and non-emergency calls. Calls originating outside the City limits are transferred by city dispatch to the California Highway Patrol dispatch center. Centralized dispatch services for the region will provide higher levels of service efficiency. The City is encouraged to participate in centralized dispatch for emergency services.

6.4 – Parks and Recreation

The City of Vacaville Community Services Department plays a vital role in shaping the quality of community life by providing recreation and leisure opportunities that contribute to the physical, mental, social and environmental health of the city and its residents. The Department provides a wide array of programs for all ages, numerous community events, organized sports leagues, programs and outlets for performing arts, and a variety of public facilities. The Community Services Department is responsible for developing short-term and long-term plans and strategies that build upon existing recreation facilities and services, provide an equitable balance of recreational resources, and adapt to future recreation needs.

The City of Vacaville owns and operates three categories of parks: neighborhood, community, and regional parks. These parks are public and may be used by residents and non-residents. In addition, the city owns and operates accessible open space, special purpose facilities, and trails. The city operates and manages:

- 25 Neighborhood Parks totaling 116.9 acres
- 7 Community Parks totaling 139.9 acres
- 1 Regional Park totaling 314 acres
- 20 Accessible Open Space Areas totaling approximately 1,890 acres
- 2 Special Purpose Facilities
- Several special purpose centers including community centers, a swimming complex, a performing arts theater, and several afterschool recreation centers.

Parks

Neighborhood parks consist of smaller parks that are primarily intended to serve the recreation needs of residential areas within ½ mile (an approximate 10-minute walking distance) of the park. Park facilities are usually oriented towards the recreation needs of children and typically include a multipurpose playfield, a playground, and picnic facilities. When neighborhood parks are located adjacent to schools, they may also include a small recreation building, and be designed for joint use with the school-owned property. Existing neighborhood park sites range in size from one to 10 acres. Figure 6.4-1 identifies the existing park locations within Vacaville.

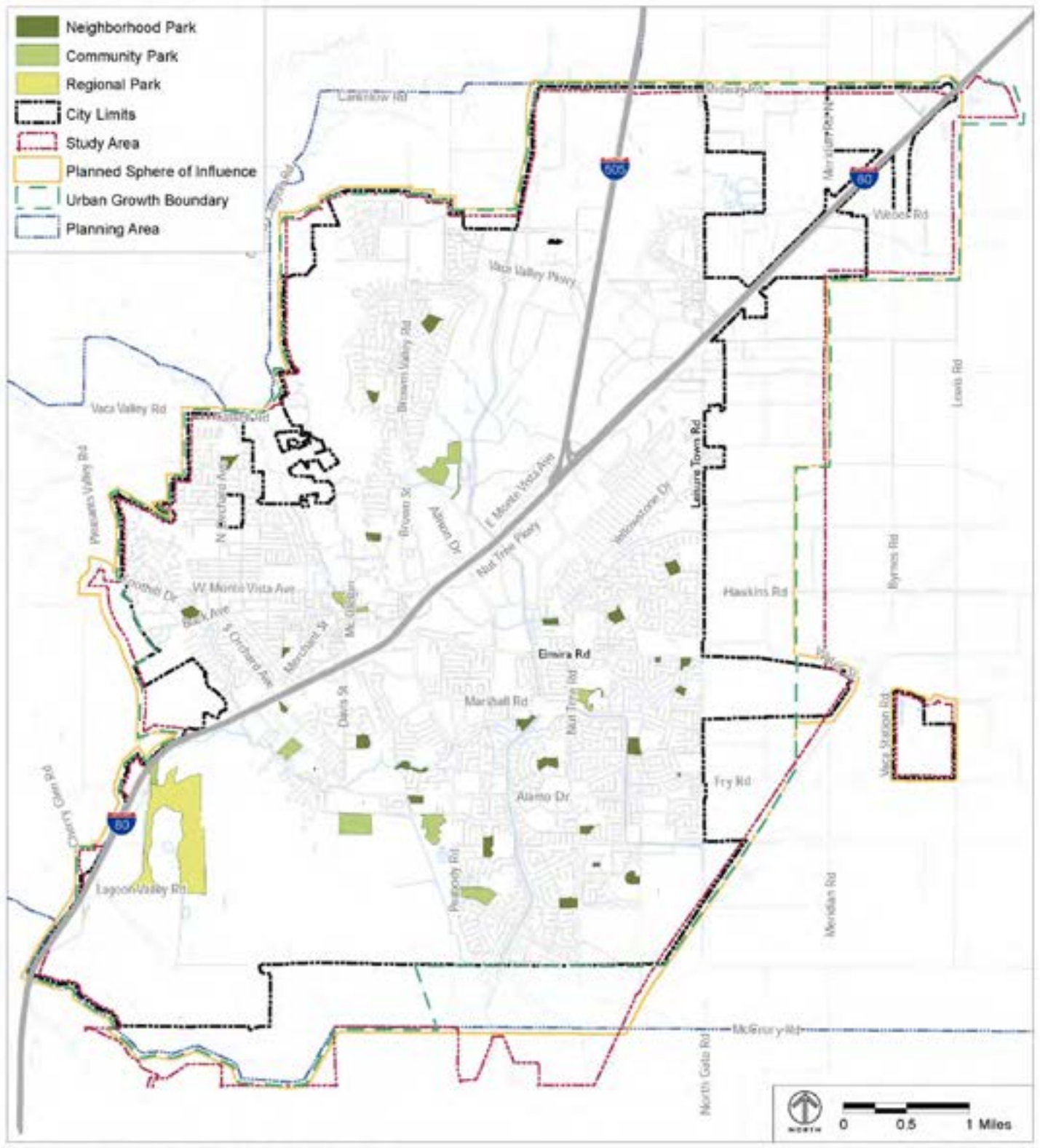
Community parks include mid-sized parks designed to provide major active-use recreational facilities such as lighted sports fields, sport courts, community buildings, swimming pools, spaces for community festivals, civic events, organized sports, and athletic competitions. Community parks are intended to also include areas for passive recreation including walking paths with benches, shaded picnic areas, and preserved or created natural areas such as creeks, habitat areas, and unique landforms. Community parks often include appropriate support facilities such as parking areas, restroom buildings, and concession stands. Community parks generally range in size from 12 to 60 acres and are intended to serve the population living within a 1½-mile radius. A community park can also function as a neighborhood park for nearby residential areas.

Lagoon Valley Park, Vacaville's only regional park, is a large, nature-themed park focused on balancing the natural environment with related recreational activities. Lagoon Valley Park is designed to serve the city's entire population and the greater Vacaville region. It includes a wide variety of passive recreation opportunities and amenities, centered around a 106-acre lake and open fields that are used for many large and regional events. The park is defined by its natural environment of hills, creeks, the lagoon, and the valley. It is intended to provide the public with access and use of these areas while sensitively preserving the habitat and natural environment for which the park is recognized. The park provides trailheads and access to many acres of open space with miles of hiking, biking, and equestrian trails.

Table 6.4-1 identifies park standards for the various park types. The City is currently deficient in meeting park service standards in the neighborhood and community parkland categories, but exceeds the standards for the regional and total parkland categories. With the existing population of 85,500 residents, the current ratios are also shown in Table 6.4-1.



Figure 6.4-1: Existing Park Location Map



Note: Park numbers on the map correspond to ID numbers in Table 4.13-12.

Source: City of Vacaville

Note: This map was published in the General Plan Draft EIR, published on October 25, 2013. The City is not proposing to include the Locke Paddon Colony, an unincorporated community, within its Sphere of Influence (SOI). Please see Figure 3.1-1 for the proposed location of the City's 2015 Planned SOI.

Table 6.4-1. Parkland Service Levels

Park	Size ¹	Adopted Park Standards	Existing Park Ratios Based on 85,500 residents
Neighborhood Park	6-9 acres	1.8 acres/1000 residents	1.3 acres/1000 residents
Community Park	10-60 acres	1.7 acres/1000 residents	1.6 acres/1000 residents
Regional Park	314 acres	1 acre/1000 residents	3.7 acres/1000 residents
Total		4.5 acre/1000 residents	6.6 acres/1000 residents
Notes: ¹ While existing Neighborhood Parks range from one to 10 acres, new Neighborhood Parks should be designed to be 6 to 9 acres in size. Source: City of Vacaville General Plan, 2015 and General Plan and ECAS Draft Environmental Impact Report, 2013			

By 2035, the General Plan is projected to generate an additional 26,500 residents, resulting in a total population of 112,000 residents. New residents will generate the need for additional parkland. To meet the City’s parkland standards, an additional 91 acres of neighborhood parkland and 50 acres of community parkland will be needed. The financing of new parks is discussed in Chapter 7, Financial Ability to Provide Services.

The General Plan identifies additional parkland that is planned in areas where future development is anticipated, such as in the growth areas. These additional parkland facilities would increase the City’s parkland by approximately 72 acres of neighborhood parkland and 368 acres of community parkland, although exact acreages cannot be known until the parks have been planned in greater detail. Figure 6.4-2 identifies the locations of planned parks, both within the City and within the growth areas.

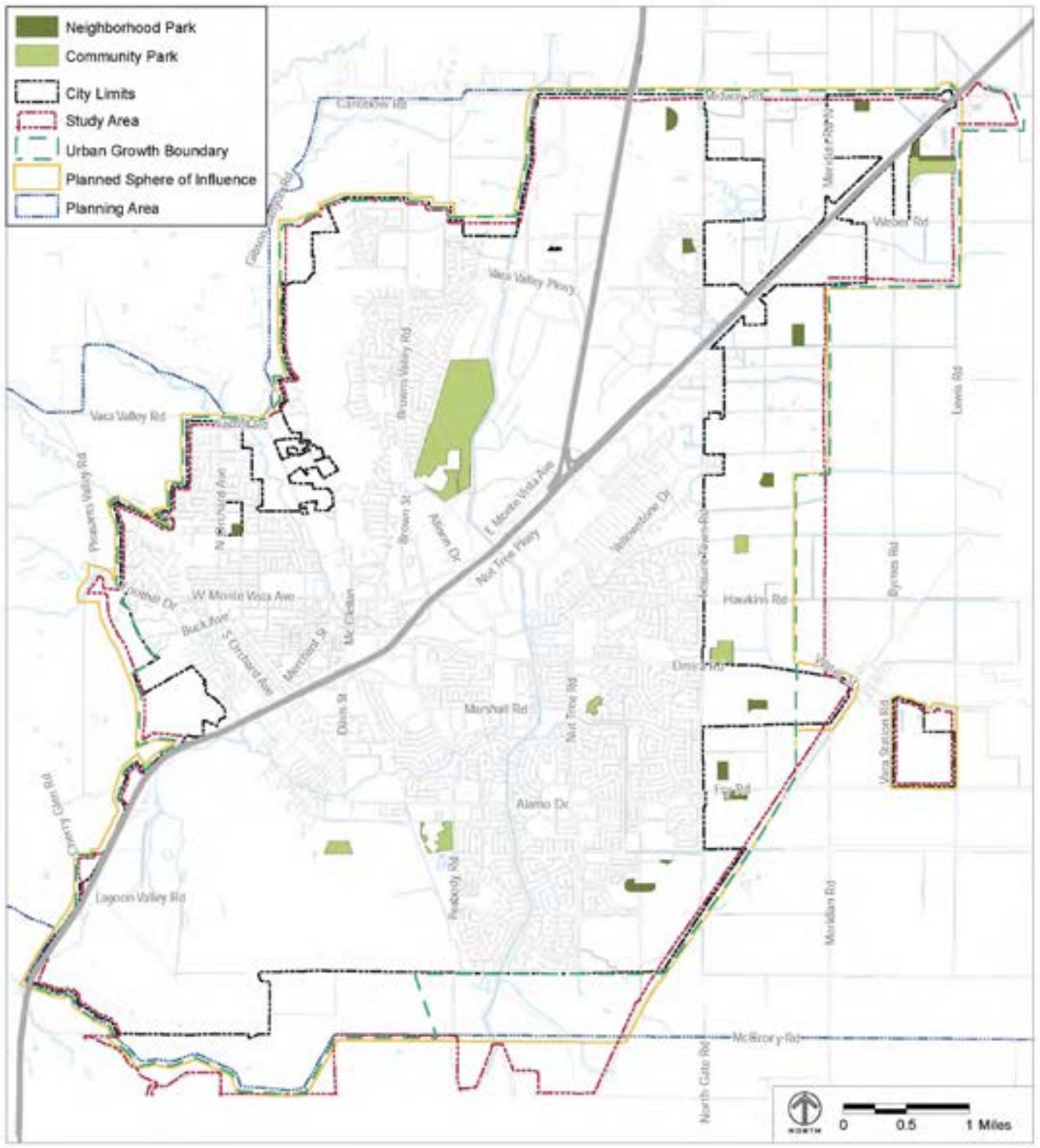
Neighborhood park land is required with each new development to be consistent with the General Plan policies. The timing of and construction of said park land is determined by project Specific Plans and Development Agreements. Negotiated terms for the neighborhood parks in the development agreements include dedication of the park land to the City with the recordation of the first Final Map for the subdivision, creation of a benefit district for reimbursement for the park dedication, terms for the Park Development Impact Fees to assist in early construction of the park, and timing triggers for park construction and completion.

Open Space

Accessible open space includes land owned by the City of Vacaville (or other nonprofit or public agency) that is publically accessible for limited recreational use and is maintained in a natural or non-intensive developed state. Publicly accessible open space includes lands of geologic, agricultural, ecologic, and scenic significance, and includes certain lands that are used jointly as



Figure 6.4-2: Planned Park Location Map



Source: City of Vacaville, 2010.

Note: This map was published in the General Plan Draft EIR, published on October 25, 2013. The City is not proposing to include the Locke Paddon Colony, an unincorporated community, within its Sphere of Influence (SOI). Please see Figure 3.1-1 for the proposed location of the City's 2015 Planned SOI.

creek ways, drainage, detention basins and other specific dual purposes. Accessible open space areas are made available to the public for self-guided and low-impact activities that typically include hiking, biking, horse-back riding, bird watching, sky gazing, and nature appreciation. Accessible open space often includes developed nature trails that provide the public with defined access and utility of the open space while minimizing negative impacts to the environment.

Facilities and Center

Special purpose facilities and centers include buildings that house recreational programs and/or facilities targeted to meet the needs of a certain sector of the population or neighborhood. Most of these facilities are located within the boundaries of a park. However, others may be located on properties that may or may not be owned by the City, but operated by the Community Services Department and/or under contract to the Department for its programs. Vacaville own and/or operate the following special purpose facilities:

- Three Oaks Community Center. Includes a large assembly hall with a stage and dressing rooms, an activity room, a multi-purpose room, an arts and crafts room, a computer training room, and ample off-street parking.
- Walter V. Graham Aquatics Center. Includes a full size pool with two 35-foot waterslides, a competition pool with 3 and 5 meter diving boards and diving blocks, a children's play pool and an adjoining covered picnic area with barbeques and play area.
- Georgie Duke Sports Facility. Offers a gymnasium for basketball and badminton activities and a fully-equipped boxing room. Drop-in activities provided through the week include: 35+ basketball, adult/youth basketball, badminton, and adult boxing.
- John A. McBride Center. Provides flexible function spaces with a commercial kitchen and excellent accessibility. Programs for all ages are offered, including programs for individual 50 years of age and older. It offers on-going classes, bingo, and "drop-in" activities such as cards, billiards, and exercise classes.
- Ulatis Community Center and Wedding Gardens. A multi-purpose facility with dividable spaces, banquet seating capacity for 400 people, a commercial kitchen, patio areas, and a garden designed for weddings and other special occasions.
- Vacaville Performing Arts Theater. A state-of-the-art performing theater equipped with professional sound and lighting systems, a full orchestra pit with capacity for 32 musicians, a professional-height fly system capable of moving full-sized scenery, and two large dressing rooms.
- Vacaville Recreation Center. Equipped for gymnastics training and includes additional indoor space suitable for either a volleyball or basketball court. The facility is also available for rent and is used on occasion for community events such as the annual "Festival of Trees." The building is leased from the adjacent privately-owned Vacaville Ice-Sports Facility.
- Mariposa and Trower Neighborhood Centers. The Vacaville Neighborhood Boys and Girls Club operates these city-owned facilities providing afterschool programming for

kindergarten through twelfth grades, and drop-in recreation. Note that the City does not operate these programs.

- “TGIF” Recreation Centers. These facilities, all of which are premanufactured buildings, are sometimes referred to as “neighborhood centers” and are used by the Community Services Department for after-school programs. The Thank Goodness It’s Fun (TGIF) facilities are located adjacent to seven different elementary schools. Most of these buildings are located on city-owned park land, but a few are located on land owned by the adjacent school.

Level of service for facilities is described as a ratio of one facility per number of residents. Table 6.4-2 demonstrates the approved recreation facilities level of service standards, the number of existing City facilities, and the number of new facilities projected to be needed by 2035. Currently, the City meets three of its standard of service ratios for facilities: baseball/softball fields, neighborhood centers, and swimming pool.

Table 6.4-2. Analysis of City Facilities Standards and Needs

Type of Facility	Recommended LOS Ratio	2011 LOS Ratio ¹	Existing City Facilities (2011)	Additional Facilities needed by 2035
Baseball/Softball fields	1/2,750	1/1,943	44	0
Basketball Courts	1/5,000	1/5,516	15.5	7
Community Centers	1/32,000	1/42,750	2	2
Football/Soccer fields	1/4,000	1/7,125	12	16
Gymnasium	1/32,000	1/65,769	1.3	2
Neighborhood Centers	1/13,000	1/9,500	9	0
Senior Center	1/64,000	1/85,500	1	1
Swimming Pool	1/32,000	1/28,500	3	1
Tennis Courts	1/5,000	1/5,029	17	5
Volleyball Courts	1/10,000	1/42,750	2	9
<p><i>Source: General Plan Update and Energy and Conservation Action Strategy Draft Environmental Impact Report, 2013.</i></p> <p><i>Notes:</i> ¹ Level of service (LOS) is described as a ratio of one facility per number of residents. Only public facilities were included. The 2011 Level of Service was calculated by dividing the 2011 DOF population for Vacaville, excluding the prison population (85,500) by the 2011 Number of Facilities.</p>				

City residents and non-residents may register for City recreation programs, and use of City facilities. A “resident” is anyone living within Vacaville city limits. A “non-resident” is anyone living outside Vacaville city limits. Residents are given a one week priority registration period for City recreation programs, and non-residents are charged a 15 percent non-resident fee.

Trails

The City provides the following types of trails:

- **Bikeways.** Most of the City's paved, off-street, bikeways are officially designated as off-street bike paths; however they also function as multi-use trails and are appropriately shared with walkers, runners, skaters, and other non-motorized forms of transportation. For both recreation and transportation purposes, it is important that bikeways provide logical connections to various destination points, and also make connections to regional bikeways that are outside of city limits. In some cases, a paved bikeway may be incorporated within a park (or accessible open space) as part of that individual facility's circulation plan.
- **Multi-Use Trails.** In addition to the paved bike paths, there are a number of unpaved trails that do not qualify as formal bike paths, but they are used by bicyclists, pedestrians, and in some cases, equestrians. Some of these trails are not much more than informal dirt or gravel maintenance roads, but due to significant use by the public, they may be considered important recreational elements within a park or accessible open space.
- **Nature Trails.** Nature trails are also used by bicycle riders, hikers, and in many cases equestrians, but these unpaved trails tend to primarily serve recreational users who are interested in traversing more challenging terrain.

General Plan Policies

Vacaville's General Plan includes a Park and Recreation Element which provides a description of the existing park and recreation system, and general policies to guide the provision of new facilities as the City grows in population.

- Policy PR-P1.1 directs the City to provide new parks according to the standards established in the General Plan to ensure adequate distribution, size, and access.
- Policy PR-P2.3 requires proponents of large projects subject to Specific Plans and/or Development Agreements to work with City staff early in the planning process to ensure that the project includes an adequate amount of developed parkland to satisfy the City's standards.
- Policy PR-P2.4 requires all residential developers, to provide sufficient parks and other recreational facilities to meet the standards established by the Comprehensive Parks, Recreation, and Open Space Facilities Master Plan by dedicating land and/or paying in-lieu fees for land acquisition, and by paying Park Development Impact Fees for the construction of new facilities.
- Policy PR-P2.6 directs the City to work with residential developers to ensure that parks and recreational facilities planned to serve new development will be available concurrently with need.

Findings and Determinations:

6.4.1 The City is currently deficient in meeting park service standards in the neighborhood and community parkland categories, but exceeds the standards for the regional and total parkland categories.

6.4.2 New residents resulting from growth will need additional parkland. To meet the City's parkland standards, an additional 91 acres of neighborhood parkland and 50 acres of community parkland will be needed.

6.4.3 Terms are negotiated for neighborhood parks in development agreements, however the City does not have a Quimby Act ordinance.

6.4.4 Accessible open space includes land owned by the City of Vacaville (or other nonprofit or public agency) that is publically accessible for limited recreational use and is maintained in a natural or non-intensive developed state.

6.4.5 Special purpose facilities and centers include buildings that house recreational programs and/or facilities and may or may not be located on properties owned by the City but operated by the Community Services Department and/or under contract to the Department for its programs.

6.4.6 City residents have preference for programs and services. Non-residents may register for City recreation programs and use of City facilities, however residents are given a one week priority registration period for City recreation programs, and non-residents are charged a 15 percent non-resident fee.

6.5 – Public Works

The City's Public Works Department (PW) Maintenance Division is responsible for the construction and maintenance of a system of local and collector streets within the City of Vacaville, as described below. PW Maintenance performs maintenance on city roadways as delineated by the city boundary lines. There are roadways where segments are in the city then county, then back to city. Example of such roadways are Midway Road, Farrell Road, Gibson Canyon, and Leisure Town Road. But in each of these examples the boundary, and thus City maintenance responsibility, is observed. One exception is that of Vine Street where sections are owned by County and other sections owned by City (delineated by on-site the road markers). However, City maintenance crews have performed work on both sections (pothole filling, slurry seals). There are no written road maintenance agreements between the city and the county; however, the city and county public works departments work together cooperatively on an informal basis.

Both the City and the State Department of Transportation (Caltrans) provide maintenance and certain improvements to the two interstate freeways (I-80 and I-505) which pass through Vacaville.

Existing Facilities and Services

Public Transit – Public transportation service in Vacaville includes local and regional bus service and taxi operations. Public transportation plays an important role in reducing traffic congestion within Vacaville, adjoining jurisdictions of Solano County, and along the Interstate 80 corridor.

As residential growth continues, the City's public transit service will be a critical component in transporting individuals in a local capacity and in a broader commuter-based transportation system throughout Solano County and beyond.

The public transportation program within the City does not receive funding through the City's General Fund. Instead, funding is derived from passenger fares, the State Transportation Development Act, the Federal Transit Administration, and various grants. These funding sources are finite, limited, and subject to established requirements. For example, State transit funding, provided by the State Transportation Development Act, requires a 20 percent farebox recovery, meaning that for every dollar spent on operating expenses, 20 cents must be recouped from collected passenger fares. Anticipated ridership data derived from various sources, such as public transit interest surveys and short range transit plan documents, must demonstrate an adequate level of ridership to meet the 20 percent farebox recovery mandate before a bus route can be added or extended.

Bus service in Vacaville is provided by Vacaville City Coach, Fairfield and Suisun Transit (FAST), and YOLOBUS, as described further below.

- Vacaville City Coach, operated by the City of Vacaville, offers local service. Most of its routes either begin or end at one of the two City transportation centers: the Vacaville Transit Plaza, located at the corner of Monte Vista Avenue and Cernon Street in the Downtown, and the Vacaville Transportation Center, located at the northeasterly corner of Allison and Ulatis Drives, near access to the Interstate 80 corridor and a key commercial area.
- Fairfield and Suisun Transit (FAST), a public transportation agency operated by the City of Fairfield, operates intercity service from the Vacaville Regional Transportation Center and the Bella Vista Park & Ride Lot.
- YOLOBUS, which is administered by the Yolo County Transportation District, offers one fixed bus route between Vacaville and Davis.

City Coach provides special services to eligible residents as an ADA paratransit service within Vacaville. Trips beyond the city limits may be specially arranged with City Coach.

Streets – The City surveys the public roads according the Metropolitan Transportation Commission's (MTC) Pavement Management Program (PMP), every 2-3 years. The PMP set a standard for review based on the pavement condition index (PCI). To facilitate the application of the PMP and PCI standards to the roadways, the City inputs the survey data into MTC's software program called StreetSaver®. The reliability and accuracy of the PMP is based on the Decision Tree, which contains treatments used by the City for repair and costs incurred to put that treatment down. The Decision Tree is broken down into two main areas: Preventive Maintenance (which is the top priority) and Rehabilitation. Decision Tree treatments for Vacaville includes: Light Maintenance, Heavy Maintenance, Light Rehabilitation, Heavy Rehabilitation, and Reconstruction.

Based on the Decision Tree, the necessary overlay would be applied; such as crack seal, surface seal, overlay, or reconstruct. The PCI is applied to the roadway based on treatment level, cost, and timing/scheduling. PCI is graded by ranges with lower numbers requiring being of higher need, urgency, and; likely; cost. The average PCI for the roadway system is 69. PCI ranges are as follows:

Table 6.5-1. PCI and Maintenance Schedule

Maintenance Treatment Type	PCI Range
Preventative Maintenance (Category I)	100 – 70
Maintenance (Category II)	69 – 50
Rehabilitation (Category III)	69 – 50
Rehabilitation (Category IV)	49 - 25
Rehabilitation (Category V)	24 – 0

The most recent evaluation was completed in April 2016, per the City’s Traffic Division. Table 6.5-2 shows the current network pavement condition breakdown of the City’s road network. Results show that approximately 57.7% of the City’s road network has a PCI of 70 or better.

Table 6.5-2. Network Pavement Condition Category Breakdown

Condition Category	PCI Range	Arterial (%)	Collector (%)	Residential/Local (%)	Entire Network (%)
Condition Cat I (Very Good)	70-100 PCI	14.9%	14.3%	28.5%	57.7%
Condition Cat II/III (Fair/Good)	50-70 PCI	5.1%	8.1%	12.7%	25.9%
Condition Cat IV (Poor)	25-50 PCI	2.0%	3.2%	10.3%	15.4%
Condition Cat V (Very Poor)	0-25 PCI	0.0%	0.5%	0.5%	1.0%
Total %		22.0%	26.1%	52.0%	100.0%
<i>Vacaville Public Works Final PCI Report, April 28, 2016</i>					

New streets are installed at the expense of developers as conditions of approval for development to offset direct impacts. Developers are required to pay traffic impact fees for improvements that mitigate the cumulative impacts of new residential, commercial or industrial projects.

Intersection levels of service (LOS) are classified between A and F, with LOS A, B and C indicating conditions allowing traffic to move freely with slight to acceptable delay. At these levels minimal delays are expected and flow would be characterized as steady. LOS D is characterized by tolerable delay with temporary back-ups for short periods of time. LOS E indicates progressively worse operational conditions and flow characterized as unstable and delays being intolerable. LOS F designates traffic volumes exceeding the capacity of the intersection, with conditions characterized as jammed, resulting in long queues.

While the General Plan Policy TR-P3.1 strives to maintain LOS C, during peak hours, as an intersection LOS goal, current policy allows, within the Downtown Urban High Density Residential Overlay District and other Priority Development Areas, acceptance of LOS D, for signalized and all-way stop intersection and LOS mid-E for two-way stop intersection (Policy TR-P3.3). Outside of these areas Policy TR-P3.2 allows acceptance of LOS mid-D, for signalized and all-way stop intersection a LOS mid-E on the worst approach for two-way stop intersection.

The General Plan allows the City Council to approve LOS E & F for a particular intersection in infill areas, where a capital improvement project is reasonably scheduled to be complete within 3 years, or other situations where existing development or practical considerations limit improvements. The City Council may allow LOS E or F if there are clear public benefits from a project that offset traffic congestion and mitigation is not feasible.

Existing and Projected Levels of Service

Operation of the major intersections in the City which are most likely to be impacted by future development are analyzed annually for conformance with the Level of Service standards. 79 intersections were analyzed; of which, 8 intersections currently operate below the acceptable LOS threshold identified in the General Plan.

The City evaluated the land use growth of the propose SOI, based on General Plan land use designation, on intersections. In 2035, with planned mitigation improvements, all but 4 intersections operate at acceptable. Mitigation is not feasible for these intersections due to constrained right-of-way and the placement of a signal is too close to an existing signal that would create operational issues. Such improvements are completed either by developers through development agreements as part to of new development, or by the City as capital improvement projects using development impact fees. (See Chapter 7: Financial Ability to Provide Services for more on financial details). A number of streets and interchange improvements are proposed with possible development time-frames ranging from 2016 to 2035 and beyond. These improvements may include:

Jepson Parkway (portions of)	Extension
Vaca Valley/I-505 Overcrossing	Widening
Vaca Valley Parkway (portions of)	Widening & Extension
Foxboro Parkway	Extension

Ability to Provide Service to Existing and New Growth

The City will continue to plan streets and interchange projects as necessary to maintain traffic circulation at a level of service consistent with current General Plan policies. To facilitate this planning the City regularly updates its inventory of recent construction, zone reclassifications and General Plan Amendments and incorporates new or revised information into the land use data base used for the City traffic model. The model helps in the analysis of traffic impacts of new development and in planning roadway improvements to mitigate impacts. This includes analyzing the potential impacts of new development on the freeway interchanges. The land use database is also used to update the *Congestion Management Plan* for the Solano County Transportation Authority to evaluate regional traffic facilities throughout the County.

The City's Transportation System Management (TSM) Ordinance (Chapter 10.60 of the Municipal Code) has established requirements for employers to promote alternative commute modes, such as transit, ridesharing, bicycling, and walking, and to reduce the total number of vehicle trips in order to proactively manage congestion and vehicle emissions. The Ordinance is applicable to major employers and major projects of 100 or more employees and to minor employers and projects of 25 to 99 employees. Implementation of the TSM Program will reduce the traffic impacts usually associated with large development projects. Legislation enacted since the implementation of the existing General Plan TSM ordinance makes conformance with these requirements largely voluntary.

To help encourage ridesharing, including carpooling and vanpooling, and the use of transit, the City has constructed park and ride lot facilities throughout the City. They are:

- Vacaville Regional Transportation Center: a 247-space park and ride lot located on the north side of I-80 at Hickory Lane and Davis Street, accessible from the Davis Street exit off of I-80.
- Vacaville Transportation Center: located at Allison Drive and Ulatis Drive provides 245 parking spaces, 20 of which are reserved for vanpool.
- Bella Vista Road Park and Ride Lot: a 200-space park and ride on the south side of I-80 at the Davis Street exit.
- Leisure Town Road Park and Ride Lot: a 45-spaces located on the south side of I-80 at the Leisure Town Road exit and facilitates carpools and vanpools with commutes to and from points east of Vacaville.

Caltrans operates a 116 space park and ride lot at the northwest corner of Peabody Road and Cliffside Dr. Bus service is provided to the Vacaville Regional Transit Center, Vacaville Transit Center and the Bella Vista Road Park and Ride Lot.

The City continues to promote alternative fuel vehicles such as battery electric and dedicated compressed natural gas vehicles within the City fleet.

Development within both the near term growth and long term annexation areas will be required to provide roadway improvements necessary to serve the particular circulation needs of the respective project. Specific improvements are determined based upon General Plan policies and project specific traffic analysis. Any improvements necessary to serve a development prior to construction of a project on the Development Impact Fee (DIF) list would be provided by the project developer. Based on the development potential of the General Plan as analyzed through the development forecast, engineering consultants and the city staff have utilized traffic studies including trip generation and intersection analysis models to indicate the impact of new development in terms of roadway capacities, signalization standards, and interchange requirements to develop the transportation capital improvements projects. The financing of infrastructure through the use of development impact fees is discussed in Chapter 7, Financial Ability to Provide Services.

Findings and Determinations:

6.5.1 There are no written road maintenance agreements but the city and county public works departments work together cooperatively on an informal basis in some places. Road maintenance agreements would be an effective mechanism to increase service efficiency where roadway segments are in the city then county, then back to city along the road length. The City and county public works departments are encouraged to collaboratively establish more orderly road maintenance service through the use of written agreements where possible.

6.5.2 As residential growth continues, integrated transit services will become a critical component in transporting individuals throughout Solano County and beyond. The City of Vacaville is encouraged to collaborate with other agencies to improve coordination of transit services.

6.5.3 Using the Metropolitan Transportation Commission's Pavement Management Program pavement condition index, as of April 2016, approximately 57.7% of the City's road network has a PCI of 70 or better.

6.5.4 Eight of 79 city intersections currently operate below the acceptable LOS threshold identified in the General Plan. A number of streets and interchange improvements are proposed with possible development time-frames ranging from 2016 to 2035.

6.5.5 The City's Transportation System Management Ordinance has established requirements for employers to promote alternative commute modes. The city provides park and ride facilities with bus service and promotes alternative fuel vehicles.

6.6 – Solid Waste

Existing Conditions

The City contracts with Recology Vacaville Solano for solid waste pick-up and disposal. Recology Vacaville Solano is an employee owned, private company. Buildout of the General Plan and implementation of the ECAS would have minimal solid waste impacts as discussed below. Vacaville's per capita disposal rate is 4.9 pounds per resident per day. Solid waste in Vacaville is disposed at the Recology Hay Road facility. The landfill has a permitted daily capacity of 2,400 tons and receives 226,777 cubic yards and 136,066 tons of solid waste per year, of which 81,268 tons (nearly 60 percent) is from Vacaville. The total capacity of the landfill is 37 million cubic yards, with a remaining capacity of approximately 30.4 million cubic yards. The landfill is approximately 18 percent full.

The projected development in 2035 under the General Plan includes approximately 26,500 new residents. Based on the existing solid waste generation rate in Vacaville, these residents would generate approximately 129,850 pounds (65 tons) of solid waste per day, or 47,395,250 pounds (26,698 tons) per year.

The Energy Conservation Action Strategy (ECAS) includes measures to reduce solid waste and increase recycling; therefore, the proposed CAP would have beneficial impacts related to solid waste. However, in order to provide the most conservative possible estimate of potential impacts, this analysis does not take into account quantified reductions in solid waste from the ECAS measures.

The total solid waste generated from new development allowed by the General Plan would increase Vacaville's annual solid waste by approximately 0.03 percent of the permitted daily capacity of the Recology Hay Road facility. Therefore, the Recology Hay Road facility has sufficient capacity to accommodate the solid waste disposal needs of new development under the General Plan.

The City of Vacaville's Municipal Code implements the requirements of AB 939, and the California Solid Waste Reuse and Recycling Access Act of 1991, and has enabled the City to meet or exceed the State-mandated waste diversion goals every year for the past decade. Under SB 1016, the CIWMB sets a target per capita disposal rate for each jurisdiction. The target for Vacaville is 6.5 pounds per person per day. From 2007 to 2009, due to improvements in recycling technology and education, the daily per capita solid waste generation rate decreased from 6.0 to 4.9 pounds per day, and the daily per capita rate remained at 4.9 pounds

per day from 2009 to 2010. Based on this recent trend and the expectation that recycling options will continue and potentially increase, it can be expected that per capita solid waste will decrease or remain the same in future years.

In addition, the General Plan includes policies and actions under Goal PUB-9 to reduce per capita solid waste and increase recycling, and the proposed ECAS includes measures that would similarly divert waste and reduce per capita solid waste, ensuring that the City can continue to meet State waste diversion requirements.

- PUB-P9.1 – Improve upon, and expand, waste disposal programs and methods in order to meet or exceed State waste diversion requirements.
- PUB-P9.2 – Strive for a minimum 90 percent of City residents to participate in waste diversion programs.
- PUB-P9.3 – Maintain and expand the citywide curbside recycling program.
- PUB-P9.4 – Maintain and expand the citywide household hazardous waste collection program.
- PUB-P9.5 – Maintain and expand the citywide separate yard waste collection and composting program.
- PUB-P9.6 – Continue to emphasize public education about the City’s various waste reduction and diversion programs to increase participation and diversion quantities.
- PUB-P9.7 – Encourage local businesses to expand their recycling efforts and to reduce packaging of products manufactured in the city.
- PUB-P9.8 – Design or improve public buildings with on-site storage facilities for recycled materials.
- PUB-P9.9 – Require that construction sites provide for the salvage, reuse, or recycling of construction and demolition materials and debris.
- PUB-P9.10 – Require the use of post-consumer recycled paper and other recycled materials in all City operations whenever possible.

Solid Waste and Recycling

The City of Vacaville currently contracts with Recology Vacaville Solano to provide weekly solid and yard waste, and recyclable material collection to Vacaville residents. Vacaville’s per capita disposal rate of 4.9 pounds per resident per day is well below the city’s CIWMB target disposal rate of 6.5, but slightly above the statewide average of 4.5.

Recyclable material can also be taken to several drop-off recycling centers throughout the city, including the Recology Vacaville Recycling Center at 855½ Davis Street. Recyclable material collected by Recology Vacaville Solano is sent to the Recology Vallejo facility located at 2021 Broadway in Vallejo.

Vacaville does not have an official Construction and Demolition waste ordinance or program. However, the California State Building Code – Green Building Code Section 4.408.2 (Residential) and 5.408 (Commercial) requires contractors to provide a copy of an executed contract with Recology Vacaville Solano for construction and demolition waste with a permit application.

Landfills

Solid waste collected from Vacaville is deposited at the Recology Hay Road Landfill, located at 6426 Hay Road in Vacaville (outside the City limits). Recology Hay Road provides solid waste disposal services to both municipal and commercial customers in the San Francisco Bay Area and the Sacramento Valley. The site primarily serves San Francisco as well as Solano County, specifically the cities of Vacaville and Dixon. The site is comprised of 640 acres, 256 of which are permitted as a Class II landfill. The landfill has a permitted daily capacity of 2,400 tons and receives 226,777 cubic yards and 136,066 tons of solid waste per year, of which 81,268 tons (nearly 60 percent) is from Vacaville. The total capacity of the landfill is 37 million cubic yards. The landfill had a remaining capacity of approximately 30.4 million cubic yards—that is, it is approximately 18 percent full. Projected landfill capacity is based on the maximum permitted tons per day, regardless of the origin of the waste. It is projected that the landfill will reach capacity in 2069.

Household Hazardous Waste

Vacaville residents can dispose of household hazardous waste at the Household Hazardous Waste Facility, located at 855½ Davis Street, on Saturdays between 9:00 a.m. and 3:00 p.m. This facility is operated by Recology Vacaville Solano. Household hazardous waste materials accepted at the facility include oil-based paints, solvents, pesticides, herbicides, aerosols, gas, auto fluids, and other toxics. The Household Hazardous Waste Facility also accepts commercial hazardous waste for a fee. Businesses must create an inventory of the deposited material and make an appointment for disposal.

Ability to provide Services to Existing and New Growth

Solano County generated 327,993 tons of solid waste with the countywide daily per capita solid waste generation rate was 4.3 pounds per person. Solid waste generation rates and projected development trends, the county would generate 411,921 tons of solid waste per year in 2035. Solano County and its incorporated cities have successfully diverted more than the State-mandated diversion rate of 50 percent each year. Based on recent solid waste generation trends, it can be expected that jurisdictions in Solano County will continue to meet diversion goals as the population grows in the future.

In addition, the Hay Road Landfill is projected to have adequate capacity through the year 2069, so it can be concluded that there is adequate capacity to serve development allowed by the proposed General Plan, in conjunction with development allowed by other jurisdictions in Solano County, through 2035.

Findings & Determinations:

6.6.1 The City contracts with Recology Vacaville Solano for solid waste pick-up and disposal. The Recology Hay Road facility has sufficient capacity to accommodate the current and future solid waste disposal needs of the City.

6.6.2 The City meets or exceeds the State-mandated waste diversion goals and has done so every year for the past decade.

6.6.3 Solano County and its incorporated cities have successfully diverted more solid waste from landfills than the State-mandated diversion rate of 50 percent each year. Based on recent solid waste generation trends, it can be expected that jurisdictions in Solano County will continue to meet diversion goals as the population grows in the future.

6.7 – Stormwater

Existing Drainage Facilities

The existing drainage system consists of the following three elements:

- An extensive network of storm drain pipes which collect runoff from the street system.
- A network of major stream courses which collect and convey runoff from the storm drain pipes and rural areas outside the City limits.
- Detention storage basins which reduce peak flows; thereby, reducing flows in downstream drainage facilities.

The network of storm drain pipes within the City's streets, ranging in size from 12 to 96 inches in diameter, make up the collection system that conveys development runoff to the various creeks. These pipelines were designed to handle the runoff from a 10-year storm. A 10-year storm is defined as a storm that has a 10 percent chance of occurring in any given year. Previously there was very limited data on the overall capacity or adequacy of the collection system. However, in conjunction with the preparation of the draft Storm Drainage Master Plan, a capacity study for the storm drainage trunk system was prepared. All open channels and storm drain pipes 30 inches or larger have been modeled by the City's consultant (West Yost Associates) as part of the Master Plan. Roadside ditches and storm drain pipes below 30 inches in diameter were not included in the modeling. The Draft Storm Drainage Master Plan was originally completed in 1994 and was updated in 2001. A Storm Drainage Master Plan is currently being developed for the proposed developments east of Leisure Town Road as part of the City's update of their Master Infrastructure Studies with the 2015 approval of its General Plan.

The major stream courses generally flow in an east-southeasterly direction and ultimately drain into the Sacramento River via the Cache Slough. The major stream courses within the City include: Alamo Creek, including its tributaries Laguna Creek and Encinosa Creek; Ulatis Creek; Horse Creek, including its tributary Pine Tree Creek; and Gibson Canyon Creek. The major stream courses, which flow through the City of Vacaville, are generally in their natural state and alignment. The natural portions of the creeks generally do not have adequate flow capacity to convey a 100-year storm event. A 100-year storm is defined as a storm that has a one percent chance of occurring in any given year. Under existing conditions, considerable overbank flow has occurred during major storms (a major storm is defined as a 10-year event or greater) in areas where channel and/or bridge capacities are exceeded. Occasionally, the overbank flows have resulting in flooding residential properties, blocking roads and disrupting traffic. The FEMA Flood Insurance Studies have identified several potential overflow areas within the City that could occur during the estimated 100-year storm event. However, historically, the only locations that have experienced overbank flows are in the Peabody Road/Tulare Drive area along Alamo

Creek, the North Alamo Drive area along Encinosa Creek, at I-80 along Laguna Creek, Aegean Way and Allison Parkway at Ulatis Creek, and downstream of I-80 and at Nut Tree Road along Ulatis Creek. Other areas of the City have also experienced flooding resulting from backwater from receiving channels, inadequate overland release paths, or inadequate storm drain facilities.

In the 1960s the U.S. Natural Resources Conservation Service (formerly the Soil Conservation Service) modified the downstream channels to provide a 10-year level of protection and maintain a minimum freeboard of 1.5 to 3.5 feet (with the exception of the few reaches along Horse Creek and Ulatis Creek that were designed for a 50-year level of protection). The channel modifications consisted of realigning and widening along Ulatis, Alamo, Horse, Gibson Canyon, Sweeney, and McCune creeks; the channel modifications generally extended from the eastern City limits at the time to Cache Slough. The Alamo Creek channel modification begins just downstream of Nut Tree Road. The Ulatis Creek channel modifications begin just downstream of Ulatis Drive. The Horse Creek and Gibson Canyon Creek modifications begin at I-80. Other improvements included stabilization structures on Ulatis, Alamo, and Horse creeks; and levees along the lower reaches of Ulatis Creek and Alamo Creek.

A majority of the natural streams in the City upstream of Interstate 80 are owned by the adjacent property owners to the channel centerline, generally with a drainage easement dedicated to the City. Downstream of Interstate 80, the same situation exists where the adjacent landowner owns to the centerline of the creek, but the City generally has right of way along one side of the creek as part of its bike trail system. The City maintains only the channel reaches they have access to, keeping the channel flowlines free from debris and vegetation. The Solano County Water Agency (SCWA) is responsible for the on-going maintenance of the 1960s modified channels.

There are several detention storage basins located within the City that include both constructed detention basins and “natural” detention areas created by man-made obstructions. The existing constructed detention basins were installed to mitigate increased flows that result from development within the City. The location of the detention basins is shown in Figure 6.7-1. Table 6.7-1 provides a summary of the existing and planned detention facilities.

Existing Drainage Facility Deficiencies

Analysis of the storm drain pipe network, conducted as part of the draft Storm Drainage Master Plan, indicate that a majority of the storm drains will experience surcharging during the 10-year storm event, but flows will remain below the street level. Nevertheless, the analysis indicated that several storm drains, especially in the Alamo Creek Watershed, will experience flooding during the 10-year storm due to high water levels in the creeks. The high water levels in the creeks prevent the storm drains from performing as designed. Therefore, only a reduction in the water levels in the creeks will allow the storm drains to function adequately to convey runoff to the creeks. As experienced during moderate storm events, many of the major stream courses do not have sufficient capacity to convey moderate to large storm events, which results in significant flooding throughout the City.

In the last 10 years, the City has made a dramatic effort to improve drainage during 10-year storm events. For example, the last major rain events occurred in 2005 with significant flooding of creeks and streets that lead to flooding of homes and businesses. This promoted the need for new detention basins and widening of existing creeks. Since 2005, California experienced a drought; so gauging the impacts of the improvements proved difficult. However, with the 2016-2017 winter season, Vacaville has experienced as much, if not more rain than in 2005. Though



Figure 6.7-1 Detention Basins

Existing Detention Basins

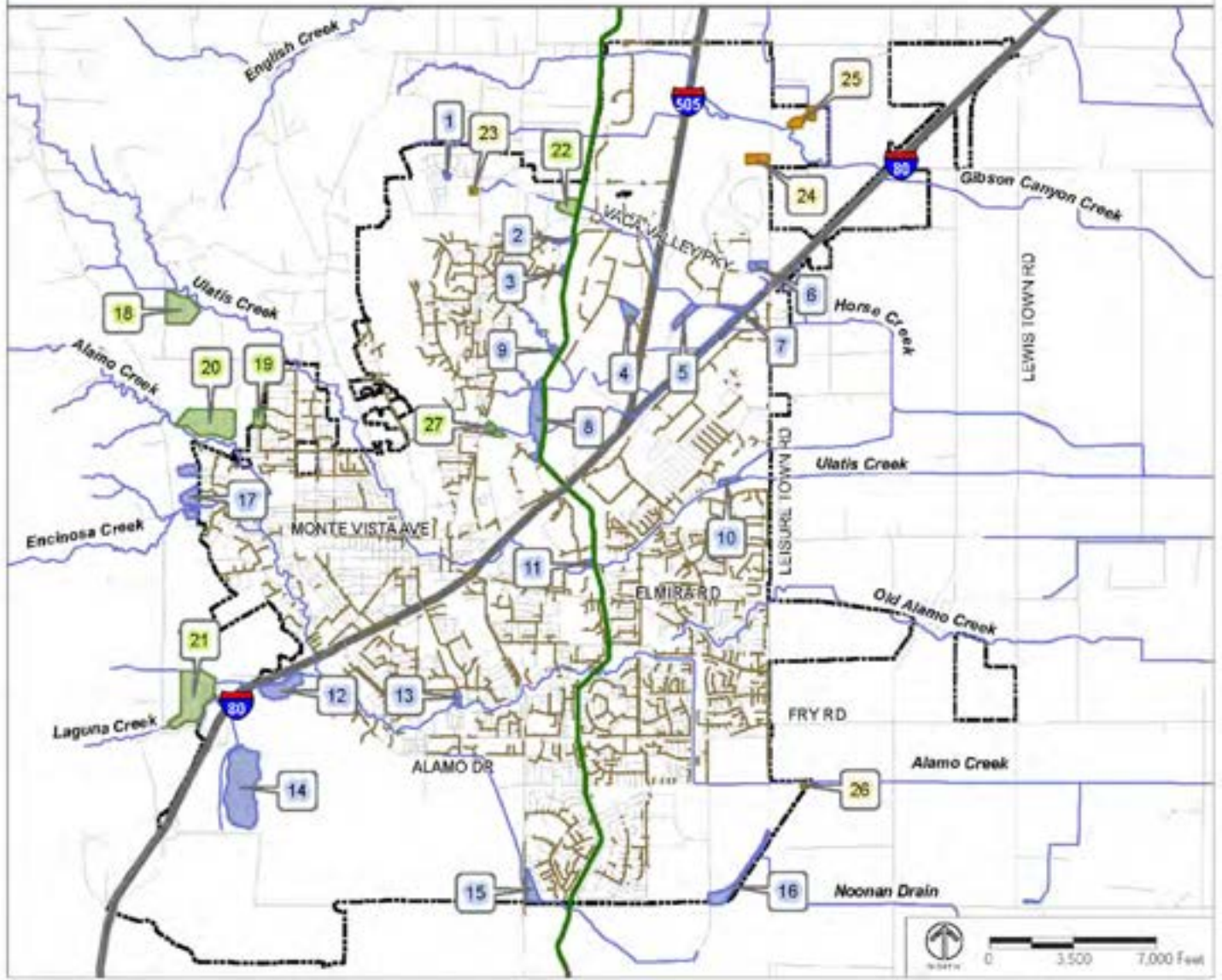
- | | |
|----------------------------|-------------------------------------|
| 1 Temporary Cheyenne Basin | 10 Stonegate Basin |
| 2 North Horse Basin #1 | 11 Ulatis Basin #2 |
| 3 Middle Horse Basin #1 | 12 Lagunitas Basin |
| 4 Middle Horse Basin #2 | 13 Alamo Basin #2 |
| 5 Vaca Valley Basin | 14 Lagoon Lake |
| 6 North Village Basin #1 | 15 Union Basin |
| 7 I-80 Basin | 16 Southtown Basin |
| 8 South Horse Basin #1 | 17 Pleasants Valley Detention Basin |
| 9 South Horse Basin #2 | |

Proposed Detention Basins City Projects

- 18 Ulatis Basin
- 19 Ulatis/Florence Basin
- 20 Alamo Basin
- 21 Laguna Basin
- 22 North Horse Basin #2
- 27 Pine Tree Basin #1

Proposed Detention Basins Development Projects

- 23 Rancho Rogelio Project
- 24 North Village Basin #2
- 25 North Village Basin #3 (Gibson Canyon Creek Basin)
- 26 Alamo Basin #3



- | | |
|---------------------|--|
| — Storm Drains | Existing Detention Storage |
| — Creeks | Proposed City Detention Storage |
| — Putah South Canal | Proposed Development Detention Storage |
| — City Limits | |

Source: West, York Associates, 2012

the official reports and analysis have not been completed, the improvements appear to be successful as only minor flooding of a few streets occurred. Below is a summary of the known stream channel deficiencies, resulting channel outbreaks and flooding since the last major storm event:

Gibson Canyon Creek has sufficient capacity for the 100-year storm upstream of I-505; however, between I-505 and I-80, Gibson Canyon Creek has overtopped its banks during both the December 16, 2002 and December 31, 2005 storms. During these storms, Leisure Town Road, between Midway Road and Ellsworth, was rendered impassable with several feet of water over the road. Midway Road was also rendered impassable from I-505 to I-80. The flooding along Gibson Canyon Creek resulted from insufficient channel capacity from I-505 to I-80. The bridges at Leisure Town Road and the bridge at the sewer treatment plant also do not have adequate capacity. The City, in conjunction with the Solano County Water Agency (SCWA), is conducting studies to determine the extent of the flooding and to identify alternatives to alleviate the flooding. Possible improvements include converting the Gibson Canyon Wastewater Treatment Plant evaporation ponds into storm water detention basins. Another alternative would be to increase the capacity of Gibson Canyon Creek and replace and/or remove the bridges that do not have sufficient capacity.

Within the Horse Creek Watershed, only two localized areas of flooding have been identified. With nearly 370 acre-feet of detention storage within the Horse Creek Watershed, with another 100 acre-feet coming online in the next couple years, most of the channel reaches have sufficient capacity to convey the peak flows from the 100-year storm. The area of flooding include the Brown Street area.

Flooding in the Brown Street area results from high water levels in Pine Tree Creek at the upstream terminus located near the intersection of Brown Street and Markham Avenue. The flooding is further exacerbated because the area along Brown Street, from Markham Avenue to Hazel Street, is lower than the surrounding area.

Along Ulatis and Alamo Creek most of the flooding that occurred during the December 2005 storm resulted from flow in the creeks greater than the capacity of the creeks. Along Alamo Creek, there is approximately 7 miles of channel that do not have sufficient capacity to convey the 100-year storm; and along Ulatis Creek there is about 3 miles of channel that do not have sufficiency capacity. Additionally, there are several reaches along both creeks do not have sufficient capacity to convey the 10-year storm event.

Along Ulatis Creek two locations where channel outbreaks occurred during the December 2005 were identified and include the following:

- Downstream of I-80, which resulted in the flooding of apartments along Aegean Way and Allison Drive and the Corp Yard. At this location the creek has a conveyance capacity of about 3,000 cfs, while the estimated FEMA 100-year peak flow is about 5,200 cfs.
- Upstream of Nut Tree Road, which resulted in flooding along Nut Tree Road and flood water flowed into the residential neighborhoods east of Nut Tree Road. At this location the creek has a conveyance capacity of about 3,000 cfs, while the estimated FEMA 100-year peak flow is about 5,300 cfs. The flooding problem along this reach is exacerbated by the Nut Tree Road Bridge and the drop structure immediately downstream of the Nut

Tree Road. The bridge further limits the conveyance capacity of the creek and the drop structure increases the water surface elevations upstream.

Table 6.7-1. Summary of Detention Basins

Basin Name	Map ID	Basin Type	Date Constructed	Surface Area, acres	Operational Storage, acre-feet
Horse Creek Watershed					
Cheyenne Basin	RRBSN1	Constructed	2016	1.3	5
Rich McMurtry Regional	BROWNBSN	Constructed	2016	3.5	23
Rice Lane Natural Storage	RICEBSN	Natural	N/A	N/A	7
North Horse Creek No. 1	NHOBSN1	Natural	N/A	2.5	5
North Horse Creek No. 2	NHOBSN2	Under Design	undetermined	17	53
Vaca Valley Business Park Basin	VVBPBSN	Constructed	1995	9	35
I-80 Basin	I80BSN	Constructed	1995	6	52
North Village Basin No.1	NVBSN1	Constructed	2005	5.7	37
Middle Horse Creek No. 1	MIDBSN1	Constructed	1985	1	3
Middle Horse Creek No. 2	MIDBSN2	Constructed	1984	11	32
South Horse Creek No. 2	SHOBSN2	Natural	N/A	N/A	9
South Horse Creek No. 1	SHOBSN1	Natural	N/A	N/A	30
Pine Tree Creek No. 1	PINBSN1	Natural	N/A	N/A	162
Ulatis Creek Watershed					
Ulatis Basin No. 3	ULTBSN3	Constructed	1988	1.8	16
Ulatis Basin No. 2	UTLBSN2	Constructed	1991	3.7	3.5
Alamo Creek Watershed					
Alamo Creek Regional	ALA_BSN	Under Design	2018	43	600
Pleasants Valley Basins ^(a)	PVBSN	Constructed	2007	30	200
Lagoon Lake	LAKE	Constructed	1981	105	271 ^(b)
Lagunitas Basin	LAGUNITAS	Constructed	2001	10	46
Alamo Creek No. 2	ALMBSN2	Constructed	2003	2.9	16
Alamo Creek No. 3	ALMBSN3	Constructed	2014	3	10
Brighton Landing Basin ^(c)	BRTBSN	Constructed	2016	12	148
Noonan Drain Watershed					
Southeast Vanden Basin	STWNBSN	Constructed	2007	16	101
Union Creek Watershed					
Union Creek-Peabody Basin	UNION	Constructed	1989	11	50

- (a) *Pleasants Valley Detention Basins includes three basins, with a combined total storage volume of 200 ac-ft.*
- (b) *Detention storage volume depends on water surface elevation in the Lake at the start of the storm. The indicated storage assumes a starting water surface elevation equal to the crest elevation of the outlet spillway.*
- (c) *The Brighton Landing Detention Storage Basin provide storage for the proposed Brighton Landing and Roberts Ranch Development project. The basin includes a pumped discharge into the Frost Canal which discharges into Old Alamo Creek. Old Alamo Creek discharges into Alamo Creek just east of Dally Road.*

Along Alamo Creek several areas flooded during the December 2005 storm, but the only known outbreak was in the Peabody/Tulare area. Outbreaks occurred both upstream and downstream of Peabody Road and on both sides of the creek. The outbreaks caused widespread flooding that extended through the Southwood condominium area west of Peabody Road; flooded most of the area between Peabody Road and the Putah South Canal from Beelard Road to Alamo Drive. Flood waters overtopped Alamo Drive flooding the area south of Alamo Drive. Flood waters continued down Alamo Drive; flooding the Bel Air Drive area, the Nut Tree Road area, and Cambridge Drive area.

Although the flooding was not as extensive, much of the same area also flooded in the December 2002 storm event. The root cause for flooding in the Peabody/Tulare area is limited channel capacity upstream of Peabody Road, through the Peabody Road Bridge, and downstream of Peabody Road. The channel capacity through this area is only about 3,000 to 3,200 cfs while the flow during the peak of the December 2005 storm was estimated at about 5,800 cfs through this area. During the December 2002 storm the peak flow through this area was estimated at about 3,500 cfs. To reduce the flooding in this area large regional detention basins upstream of the City will be necessary along with channel improvements to increase the channel capacity. Potential detention basin configuration and channel improvements are currently under evaluation by the Solano County Water Agency (SCWA).

The other areas within the Alamo Creek Watershed that floods regularly is the Seneca Way, Cheyenne Drive, and Encinosa Avenue areas. The flooding in this area results from one or more of the following condition: overland flow from the open space west of Iroquois Drive; high water levels in Alamo Creek; and the existing storm drain does not have sufficient capacity to convey the 10-year design storm. The City completed construction of three detention basins west of Iroquois Drive and Encinosa Avenue, which will prevent flooding of this area under all the above conditions, except high water levels in Alamo Creek. Further, these detention basins will also reduce peak flows downstream along the Alamo Creek.

Both the City's 1990 and 2015 General Plan call for the ultimate construction of upstream regional detention basins to reduce the peak flows within Alamo and Ulatis Creeks. The 2001 Draft Storm Drainage Master Plan reaffirms the need for regional detention basins; however, with recently updated rainfall data, the recommended detention basin sizes have been increased. The regional detention basins will range in size from 300-1,000 acre feet, and would be installed on the following major creeks: Ulatis Creek, Laguna Creek, and Alamo Creek. Construction of the proposed regional detention basin is a long term, multi-million dollar solution that the City must implement through various funding mechanisms. Installation of these reservoirs would benefit both existing and new development. New development is assessed development impact fees that fund infrastructure necessary to mitigate the development; consequently, the City is pursuing grant monies to aid in funding the construction for the proposed regional detention basins. The City has purchase land for the detention basins for Alamo and Ulatis Creeks. The Alamo Creek Detention Basin is the furthest along in the process

in which the City has conducted hydraulic analysis, and prepared construction documents. City is currently obtaining the necessary environmental permits and perusing funding.

The continued development of the City could result in a direct impact on the drainage system if specific mitigation measures are not incorporated into development projects. Without mitigation, increased flows in the creeks would result due to greater site runoff from the developed lands. Table 6.7-2 provides a summary of the peak flows recorded at Cities five stream gaging stations during the December 2002 and 2005 storm events and also present a comparison with the estimated channel capacity and the FEMA 100-year peak flow. The peak flow rates shown in Table 6.7-2 take into account the overbank losses that occur during moderate to large storm events along Ulatis Creek and Alamo Creek

Table 6.7-2. Summary of December 2002 & 2005 Peak Gaged Flows, and Comparison of the Estimated Channel Capacity and FEAM 100-Year Peak Flows ^(a)

Stream Gage Location	Estimated Channel Capacity, cfs	December 2002 Peak Gaged Flow ^(b) , cfs	December 2005 Peak Gaged Flow ^(c) , cfs	Estimated FEMA 100-Year Peak Flow, cfs
Gibson Canyon Creek at Browns Valley Road	N/A	315	290	580 ^(d)
Horse Creek at Leisure Town Road	3,500	1,750	1,990	2,700 ^(d)
Ulatis Creek at Leisure Town Road ^(e)	8,900	3,750	4,140	2,800 ^(f)
Alamo Creek at Marshall Road ^(e)	6,000	4,170	5,060	6,200 ^(f)
Alamo Creek at Vanden Road ^(e)	5,000	3,390	5,470	3,700 ^(f)

- (a) Flows presented in cubic feet per second (cfs).
- (b) Peak flows from *City of Vacaville Stream Gaging Program – Technical Memorandum – 2003 Water Year*, West Yost Associates, October 7, 2003.
- (c) Peak flows from *City of Vacaville Stream Gaging Program – Technical Memorandum – 2006 Water Year*, West Yost Associates, October 9, 2006.
- (d) Peak flows based on FEMA Flood Insurance Study for the City of Vacaville, published May 7, 2001.
- (e) Both gaged and estimated FEMA 100-year peak flows include overbank losses. Undiverted peak flows with no overbank losses would be significantly higher under all storm events.
- (f) Peak flows from *FEMA Flood Insurance Study City of Vacaville – Hydrologic Analysis*, Borcalli & Associates, Inc., Revised February 1994

Five Year History

As a result of both the Great Recession and the drought over the past several years, the City has not constructed drainage improvements over the last five years. Nevertheless, the City has conducted several studies to improve deficiencies including localized flooding along Sequoia Drive, Monterey Drive, and the Brown Street area.

The developer of the Southtown Commons project, in an agreement with the City, constructed one the small regional drainage basins. This basin includes about 10 acre-feet of detention storage and is located along Alamo Creek east of Leisure Town Road.

As a result of the extensive flooding during the December 2005 storm event the SCWA, in conjunction with the City, conducted a study in 2008 which evaluated potential regional flood

control projects that would reduce or eliminate flooding from moderate to large storms with the City. The study recommended construction of regional detention storage basin to be located upstream of the City. The City is actively pursuing construction of these facilities and has purchased land, completed a Preliminary Design Report, developed construction documents, and is currently securing funding and permitting for construction. The proposed detention basin will be located north of Alamo Creek just east of Pleasants Valley Road, and include about 600 acre-foot of detention storage. Construction is anticipated to start by 2018.

In December of 2005 the City experienced significant flooding during a large storm event. The area south of Alamo Creek from the Southside Bike Trail (old railroad grade) to the Putah South Canal experienced the heaviest damage during this storm event. Damage resulted mainly from the lack of conveyance capacity along this reach of the Alamo Creek. Consequently, the City evaluated the potential of replacing the Peabody Road Bridge at Alamo Creek and installing floodwalls (2-3 feet high) along this reach of the creek. However, after preliminary design work and preliminary estimates, this project was deemed infeasible largely because this it would have caused additional downstream impacts.

Since the 2014 MSR, the City's stormdrain system has experienced 25 incidents. Causes varied from clogged pipes from debris, grease, and root intrusion. More recent incidents occurred from excess rainfall or increased debris also related to the increased rainfall in the 2016/17 winter. All past incidents were remedied by fully capturing and returning drainage to the collection system. The more recent incidents are undergoing corrective action.

Five Year Forecast

In conjunction with the preparation of the draft Storm Drainage Master Plan and the Drainage Development Impact Fee Study, it was determined that interim solutions were needed to address new development. The current policy calls for the City to construct small regional drainage detention basins using Drainage Development Impact Fees that mitigate the storm water flows from new development so that the existing problems are not worsened. The only remaining small regional detention basin identified in the Draft Storm Drainage Master Plan is a 22 acre-foot detention basin along Horse Creek just west of the Putah South Canal and north of Vaca Valley Parkway. The scheduled completion has not been identified at this time due to permitting issues.

The City plans to procure funding, complete permitting, finalize construction documents, and begin construction of the Alamo Creek Regional Detention Basin by 2018. This facility would significantly reduce downstream flooding within the Alamo Creek Watershed. The other upstream regional detention basins along Ulatis and Horse Creeks would also reduce downstream peak flows in those watersheds. New development is required to pay a development impact fee for the construction of regional drainage detention basins, or in some cases, may be required to detain their own storm water runoff on-site on a case-by-case basis. In some cases, such as upstream of Peabody Road in the Alamo Creek Watershed, new development is required to reduce flows to 90 percent of pre-development levels. Table 6.7-3 provides a summary of the proposed major development projects within the City with the required mitigation measure(s) and result peak discharge from the project. The location of each development project is shown in Figure 6.7-1.

Future developments which discharge to the Ulatis, Alamo, Horse, and Gibson Canyon Creeks could impact downstream properties due to increased peak flows and loss of overflow areas. However, the City will continue to construct detention basins to mitigate for the increase in peak

flows resulting from development. In addition, applicable mitigation policies from the General Plan will aid in limiting impacts resulting from development in critical areas.

All recent projects and future projects have been and will be subject to the City's drainage mitigation policy. The projects were conditioned to provide for improvements or were assessed impact fees to address conveyance and flooding problems. No specific projections of peak flow increase or impact are available for the anticipated development projects but the net impacts are anticipated to be lower given conditions for mitigation (including detention basins). This practice will continue with future annexations and growth.

Table 6.7-3. Summary of Development Project Drainage Mitigation and Resulting Peak Flows

Development Project	Pre-Development Peak Flow, cfs		Mitigation Measure	Post-Development Peak Flow, cfs	
	10-year Storm	100-year Storm		10-Year Storm	100-Year Storm
North Village – Plan Area II	The project proposes to install detention storage basin. The exact configuration has not been determined.				
Lower Lagoon Valley	830	1,165	80 ac-ft. additional detention storage ^(c)	730	1,025
Brighton Landing & Roberts Ranch	330	555	148 ac-ft. detention basin with pump station	37	83
East of Leisure Town	The development east of Leisure Town Road includes several potential development project which will install detention storage basins and storm water pump stations. Master planning is currently being conducted.				
(a) Total detention storage is provided by three detention basins located in separate development projects (b) Detention storage for Plan Area I only, and includes storage for several basins. (c) 80 ac-ft. is additional storage over the existing detention storage included in Lagoon Lake, which adds an additional 270 ac-ft. of detention storage.					

Findings and Determinations:

6.7.1 The major stream courses, which flow through the City of Vacaville, are generally in their natural state and alignment. The natural portions of the creeks generally do not have adequate flow capacity to convey a 100-year storm event.

6.7.2 Several storm drains will experience flooding during the 10-year storm due to high water levels in the creeks which prevent the storm drains from performing as designed.

6.7.3 The Storm Drainage Master Plan analysis has identified existing drainage deficiencies and reaffirms the need for regional detention basins. The city is making progress, is pursuing grant finding and has purchased land for detention basins.

6.7.4 As of the date of this report, official analysis has not been completed for the heavy 2016-2017 winter season. City drainage improvements appear effective, with only minor flooding of a few streets noted.

6.8 – Wastewater

Existing Collection and Treatment Facilities

The City of Vacaville provides wastewater collection and treatment (sewer) service to most developed areas within the city limit. Sewer service includes operation and maintenance of gravity sewers, lift stations, force mains (i.e. pressure sewers), and the Easterly WWTP. Because future development allowed by the General Plan can only occur after annexation to the City, which includes provision of City services, this section focuses on the provision of sewer service from the City.

The City of Vacaville currently provides water and/or sewer services to a limited number of properties located outside of city limits. Based on the City's limited records, it appears that City services were provided to these properties in the 1960-1990s, which predates current state law pertaining to the extension of services outside city limits. Maps and assessor parcel numbers identifying unincorporated properties that received City utilities have been included in the Appendix A.

Treatment Capacity and Operations

The Easterly WWTP, located east of the city adjacent to the unincorporated town of Elmira, has a permitted dry weather sanitary base flow (SBF) capacity of 15 MGD. Previous planning documents estimated that the current capacity would be adequate through the year 2028; however, the timing of future expansions at the Easterly WWTP is highly dependent on the actual pace of growth, as well as the nature of businesses that choose to locate in Vacaville. In 2011, the three-month average late summer flow was 7.5 MGD, or half the rated capacity of the Easterly WWTP. Dry weather flows vary significantly from year to year, so the City periodically calculates a theoretical SBF that could occur based on actual historical flows. The most recent calculation was completed in June 2011 and determined that the theoretical SBF in 2010 was 8.36 MGD. Therefore, the Easterly WWTP has capacity to accommodate growth producing an SBF of about 6.6 MGD. Those improvements were for denitrification improvements, filtration upgrade project, lab expansion, and the last phase of the tertiary upgrade project funded through State Revolving Fund loans. These improvements have been focused on the state mandated tertiary upgrades.

The Easterly WWTP currently provides secondary treatment and disinfection consistent with currently-applicable discharge standards. The Easterly WWTP consistently and reliably meets all currently-applicable effluent quality standards, as defined in the current NPDES permit for the facility. In addition, water quality standards are applicable to the shallow receiving waters downstream of the Easterly WWTP discharge point. These standards include numeric limits for fecal coliform, dissolved oxygen, pH, pesticides, radioactivity, temperature, and turbidity, as well as narrative limits for biostimulatory substances (i.e. substances that "promote aquatic growths in concentrations that cause nuisance or adversely affect beneficial uses"), chemical constituents, color, floating material, oil and grease, suspended sediments, settle-able substances, taste, odor, and toxicity.

Finally, groundwater standards are applicable to the groundwater in the vicinity of the Easterly WWTP. These standards include numeric limits for fecal coliform, ammonia, total dissolved solids, and pH, as well as narrative limits for taste, odor, toxicity, and color.

Wastewater Collection and System Monitoring

The City owns and operates the wastewater collection system for the Easterly WWTP. The wastewater collection system consists of gravity sewers ranging in diameter from 6 inches to 54 inches, plus seven different lift stations, and associated facilities.

The City performs routine wastewater collection system flow monitoring at various permanent metering locations throughout the city and at the Easterly WWTP. Most of the sites are connected to the City's Supervisory Control and Data Acquisition (SCADA) system, and include various gravity flow metering flumes and lift station magnetic flow meters. A total of five existing permanent collection system metering manholes equipped with flow measuring flumes actively measure flow within the collection system at key locations. Two of the five metering manhole flumes have not been connected to the SCADA system yet. In addition, the three largest lift stations in the city are currently flow metered and connected to the SCADA system.

Moreover, as part of the on-going management of the wastewater collection system, the City conducts flow monitoring and sanitary sewer system capacity evaluations each year. Activities include extensive fieldwork and data analysis to characterize the relative performance of various areas of the collection system and to identify specific problems or problem areas. These activities focus on identifying major sources of inflow and infiltration (I&I) and defining corrective measures that will help to reduce peak flows in the collection system and at the treatment plant. I&I control measures preserve pipeline and treatment capacity for residential and commercial uses, and reduce the likelihood of a system outflow caused by high flows.

In addition to flow monitoring, the City conducts routine cleaning and closed-circuit television inspections of the collection system to identify deteriorating facilities and set rehabilitation priorities. Approximately 20 percent of the system is inspected each year, so that over the course of each five-year period, the entire system is inspected.

In accordance with the NPDES regulations and requirements, on occasion system monitoring shows an incident or violation. Since the 2014 MSR, Easterly WWTP received eight incident reports and rectified them all.

Collection System Modeling and Planning

The City maintains a collection system model for the purpose of simulating peak flow conditions to determine existing and future needs for collection system improvements. All gravity trunk sewers 12 inches in diameter and greater, selected smaller diameter sewers in key areas, and all seven City lift stations with associated pressure mains, are modeled. Modeling has been used to conduct collection system planning for over 20 years.

In addition to citywide planning, special attention has been paid to certain focus areas. The most important of these areas is the Northeast Sector, for which the Northeast Sector Sewer Master Plan Update (prepared by West Yost Associates) was adopted by the City Council in December 2009. In particular, this document defines the capacity available for future development in the business park areas between Putah South Canal and Interstate 505, as well as within the Vaca Valley Business Park. The master plan establishes policies to provide at least 2,000 gallons per day per acre (gpd/acre) of average flow capacity to all non-residential areas covered by the plan. It also identifies additional flow capacity above this baseline capacity that may be available for future development. Some capacity may therefore be available for dischargers who require more than 2,000 gpd/acre average flow capacity.

Collection system facilities that are expected to require replacement within a five-year timeframe are listed below. Some of these projects have been completed within the last 5 years.

- Monte Vista Avenue Lift Station Replacement (DIF #65). Collection system modeling results indicate that the Monte Vista Avenue Lift Station is slightly undersized to handle modeled peak hour wet weather flow (PHWWF) conditions. A variety of other problems plague the lift station, including problematic access, deteriorating components, and electrical limitations. A feasibility analysis is currently in progress that examines alternatives for replacing and relocating the lift station, or eliminating it altogether through the construction of a gravity sewer connection.
- Brown Street Lift Station (DIF #113), completed. During peak storm events in 2002, 2005, and 2008, the Brown Street Lift Station operated with both pumps running for prolonged periods. The simultaneous operation of two pumps at a duplex pump station suggests that the pumps are undersized. A feasibility analysis is currently in progress to identify the appropriate sizing for an upsized lift station. Moreover, station replacement at the existing location may be infeasible due to site constraints. Alternative lift station sites will be identified through the feasibility analysis.
- Brown Street Sewer Main from Callen Street to Brown Street Lift Station (DIF #114A), completed. Modeled PHWWFs in an existing 8-inch and 10-inch sewer main along East Monte Vista Avenue and Brown Street indicate a potential for flow in this line to significantly exceed gravity flow capacity. Measured surcharging in the line in question has not been excessive to date, although reliable surcharge monitoring has only been performed since 2006. It has thus been concluded that the line needs to be upsized to eliminate the risk of excessive surcharging and potential outflows. A feasibility analysis is currently in progress to identify the appropriate sizing for the upsized sewer main. As part of the replacement, it is expected that an aging parallel 10-inch sewer along Brown Street will be eliminated.
- Browns Valley Parkway Trunk Sewer (DIF #16). This sewer line currently runs from near the Brown Street/Browns Valley Parkway intersection a short distance along Browns Valley Parkway, and then off-pavement along Pine Tree Creek to Allison Drive at the southeast entrance to Centennial Park, where it connects to the recently-constructed Nut Tree Airport Trunk Sewer. The design for this sewer line improvement has been completed, and the replacement trunk sewer will be realigned to follow Browns Valley Parkway and Allison Drive to the connection point on the Nut Tree Airport Trunk Sewer.
- Birch Street Area Improvements (DIF #141). The Birch Street area is located immediately north of Interstate 80, west of Davis Street, and south of Walnut Avenue and Stevenson Street. The collection system in this area is characterized by substandard pipe slopes, inadequate capacity to accommodate anticipated development, structural defects, and frequent maintenance needs in the substandard sloped lines. The City is considering alternatives for replacing problematic pipes within the area of concern, and either redirecting flows at the downstream end or constructing a lift station.

- Development Driven Improvement Projects, currently designed with construction anticipated in 2017. There are two development driven improvement projects related to development within the Rice-McMurtry Area (i.e. Reynolds Ranch [also known as Cheyenne], Rogers Ranch, and Knoll Creek), located in the northwest sector of the city, and the Lagoon Valley project, located in the southwest sector of the city. These projects will require construction of the following wastewater facilities:
 - Allison Parkway Lift Station (DIF #120). The existing Allison Parkway Lift Station is operating at near capacity. The *Reynolds Ranch, Rogers Ranch and Knoll Creek Development Agreement* requires the developers of the Cheyenne, Rogers Ranch, and Knoll Creek Subdivisions to replace the existing lift station with a new lift station. Construction and operation of the new lift station is required prior to the issuance of the 323rd single-family home building permit within the Rice McMurtry development area.
 - Pena Adobe Lift Station (DIF #143). The Lagoon Valley development requires construction of a new lift station and force main system.

General Plan Relation

Flow to the Easterly WWTP is expected to increase as development allowed by the General Plan occurs. Capacity is 15 MGD and was written into the permit to operate based on the design, as adopted on June 6, 2014, effective August 1, 2014, and valid until July 31, 2019. Current flows are 7.5 MGD. Flows drastically declined during the drought which led to reduced flows and increased capacity. The Easterly WWTP is considered to have sufficient capacity to serve anticipated growth in the community for 16 years without the need for expansion, although upgrades are currently underway. Based on anticipated buildout under the General Plan and standard flow factors, it is projected that the Sanitary Base Flow (SBF) in 2035 would be 16.2 MGD. This flow would exceed the current treatment plant capacity by about 8 percent. In accordance with the City's NPDES permit, the City will be required to have in place a plan for expanding the Easterly WWTP by the time flows are expected to reach 15 MGD within four years. However, these flows do not take into account the drop in water usage due to water conservation, and therefore urban runoff. The City would have to do a stress test and additional analysis in 5-10 years to determine if there were any lasting impacts from water conservation to the plant rating.

In addition to treatment, the City also maintains a wastewater collection system with varying amounts of capacity. The capacity of a particular gravity flow pipeline is a function of its diameter, slope, and roughness. The capacity of a lift station and force main (pressure sewer) system is a function of the size and horsepower of the installed pumps and the diameter, length, and roughness of the force main. Flow in any given collection system element is a function of the land uses and flow-generating capabilities of the area tributary to the particular facility. As development allowed by the General Plan occurs, new facilities would be needed to extend service into undeveloped areas, such as the growth areas in the eastern and northeastern portions of the city. In addition, certain existing pipelines and lift stations will require additional capacity through replacement or upgrade.

Two expansion steps would be needed to accommodate anticipated development allowed by the General Plan through 2035:

- Construction of a fourth secondary clarifier system.

- Expansion of most or all process areas to add an increment of capacity beyond 15.0 MGD.

The financing of infrastructure through the use of development impact fees is discussed in Chapter 7, Financial Ability to Provide Services.

The General Plan includes the following policies to address the need for and the proper planning of wastewater facilities the Easterly WWTP and wastewater collection facilities:

- Policy LU-P6.2 requires that infrastructure and service improvements for future annexation or growth areas do not create an undue burden on existing City infrastructure and services.
- Policy PUB-P13.4 ensures that expansions to the Easterly WWTP will be designed to maintain compliance with State discharge requirements.
- Policy PUB-P15.1 requires buffer landscaping and multiple use, where feasible, of wastewater utility sites and rights-of-way to harmonize with adjoining uses.
- Action PUB-A13.1 directs the City to implement and maintain the SSMP in accordance with regulatory requirements to ensure that the wastewater collection system is adequately sized, protected from deleterious substances, and maintained to minimize the risk of sanitary sewer overflows.
- Policy PUB-P14.1 directs the City to assess the adequacy of wastewater infrastructure in existing developed areas, and program any needed improvements in coordination with new infrastructure that will serve developing areas.
- Policy PUB-P14.2 directs the City to replace existing sewers, lift station pumps, and associated equipment and facilities with larger facilities as necessary to serve intensified land use in developed areas.
- Policy PUB-P14.4 prohibits any development that will not maintain adequate standards for wastewater service.
- Action PUB-A14.1 directs the City to continue to update the five-year Capital Improvement Plan to provide for needed wastewater facilities.
- Action PUB-A14.2 directs the City to develop and maintain, through regular updates, a long-range strategic capital development plan for wastewater facilities consistent with the General Plan.

Improvements can be completed by the developers of new development projects or by the City as City Improvement Projects (CIP). CIP projects are largely funded by Development Impact Fees, which are fees reasonably related to impacts on city provided facilities and public improvements from development. These fees were adopted by the City Council pursuant to recommendations of fee studies as they related to various elements of development; such as General Facilities, Police, Fire, Traffic, Drainage Detention, and School. The financing of infrastructure through the use of development impact fees is discussed in Chapter 7, Financial Ability to Provide Services.

Findings and Determinations:

In accordance with the City's NPDES permit, the City will be required to have in place a plan for expanding the Easterly WWTP by the time flows are expected to reach 15 MGD within four years. However, these flows do not take into account the drop in water usage due to water conservation, and therefore urban runoff. The City would have to do a stress test and additional analysis in 5-10 years to determine if there were any lasting impacts from water conservation to the plant rating. (from Utilities: The current flows are around 7.5 MGD and therefore are not within 4 years of reaching the 15 MGD)

Findings and Determinations

6.8.1 The City of Vacaville provides water and/or sewer services to a limited number of identified properties located outside of city limits. These connections are believed to predate current state law pertaining to the extension of services outside city limits and the properties may not be appropriate for annexation.

6.8.2 The Easterly Wastewater Treatment Plant is permitted and designed for 15 MGD capacity. Current flows are 7.5 and capacity is sufficient for the 5 year planning horizon of this municipal service review.

6.8.3 The collection system is not reported by the city to have deficiencies. As part of the ongoing management of the wastewater collection system, the City conducts flow monitoring and sanitary sewer system capacity evaluations. Approximately 20 percent of the system is inspected each year, so that over the course of each five-year period, the entire system is inspected.

6.8.4 In accordance with the NPDES regulations and requirements, on occasion system monitoring shows an incident or violation. Since the 2014 MSR, Easterly WWTP received eight incident reports and rectified them all.

6.9 – Water

Existing Water Supply

Potable water is supplied within the Sphere of Influence and City limits by several sources, including Solano Project water from the Lake Berryessa reservoir, State Water Project water and settlement water from the North Bay Aqueduct, and groundwater from local city wells. Because future development allowed by the General Plan can only occur after annexation to the City, which includes provision of City services, this section focuses on the provision of water from the City.

Potable water is provided by the City to users within the city limits via a network of existing water mains, transmission mains, reservoirs, groundwater wells, booster pump stations, and treatments plants. Non-potable water is currently primarily used in Vacaville for non-residential landscape irrigation, and is provided by SID via an existing SID conveyance system. Water supply for the potable water needs of the city comes from two sources: surface water and groundwater. Table 6.9-1 provides a summary of the 2035 annual allocation (entitlements) from

the various sources, as outlined in the 2015 UWMP; these allocations total 40,773 AFY. Each of the sources is described below in further detail.

The City of Vacaville currently provides water and/or sewer services to a limited number of properties located outside of city limits. Based on the City's limited records, it appears that City services were provided to these properties in the 1960-1990s, which predates current state law pertaining to the extension of services outside city limits. Maps and assessor parcel numbers identifying unincorporated properties that received City utilities have been included in the Appendix A.

Table 6.9-1. City of Vacaville 2035 Summary of Water Supply

Source	2035 Annual Allocation (AFY)
Solano Project	
Vacaville Entitlement	5,750
Solano Irrigation District Agreement	8,625
State Water Project	
Vacaville Table A	6,100
Kern County Water Agency Agreement	2,878
Settlement Water	9,320
Groundwater	8,100
Total	40,773
Note: AFY = Acre-Feet per Year Source: City of Vacaville, 2015 Urban Water Management Plan Update.	

Solano Project

The Solano Project was constructed by the Bureau of Reclamation in 1958. The main feature of the Solano Project is Monticello Dam, which provides storage for approximately 1.6 million acre-feet (AF) of water in Lake Berryessa. In addition to its direct entitlement, Vacaville entered into an agreement with the Solano Irrigation District (SID) that augments the city's allocation of Solano Project water. The Solano Project contracting agencies are: Fairfield, Suisun City, Vacaville, Vallejo, SID, Maine Prairie Water District, University of California at Davis, and California State Prison – Solano. Vacaville is allocated 5,750 acre-feet per year (AFY) water from the Solano Project.

Solano Irrigation District Master Water Agreement

Vacaville entered into a Master Water Agreement with SID in 1995, which was most recently amended in June 2010. SID is a supplier of irrigation and domestic water in Solano County. Pursuant to the agreement, Vacaville will receive an entitlement from SID increasing from 2,500 AFY in 2010 to 10,050 AFY in 2040. The Master Water Agreement includes a schedule specifying the entitlement increase. The Master Water Agreement provides a consistent entitlement of 10,050 AFY between 2040 and 2050.

State Water Project (North Bay Aqueduct)

Pursuant to agreements with the Solano County Water Agency (SCWA) and the Kern County Water Agency (KCWA), surface water received from the State Water Project is delivered through the North Bay Aqueduct (NBA) to the City of Vacaville. Because the NBA is part of the entire State Water Project, any shortages occurring in the State Water Project impact the water availability from the NBA, making it a less reliable source than the Solano Project.

Settlement Water

The California Water Code includes area-of-origin statutes, which state that an area shall not be deprived of the prior right to water reasonably required to adequately supply the beneficial needs of the area. In settlement of area-of-origin water right applications by the cities of Fairfield, Benicia, and Vacaville, the California Department of Water Resources (DWR) provides "Settlement Water" to Vacaville. This is part of the State Water Project. Settlement water consists of surface water from the Sacramento River and Sacramento-San Joaquin Delta Estuary. The amount of water provided in the Settlement Agreement was based on critical dry year deliveries. Vacaville is allocated 9,320 AFY as part of the Settlement Agreement.

Groundwater

The City has thirteen groundwater wells, ten of which actively supply water to the distribution system. All the wells withdraw water from the deep aquifer in the basal zone of the Tehama Formation with the exception of well #1 which extracts from the Markley Formation. Most City wells are located in the Elmira well field. New wells are being sited east of Leisure Town within new developments. In 2015, approximately 5,200 AFY were supplied to the City. The total capacity of the well field is currently 6,500 AFY. According to the 2015 UWMP, anticipated capacity in 2035 is 8,100 AFY. Vacaville continues to explore well field expansion as a means of maintaining adequate water supply. A regional program is being implemented to monitor groundwater data as a means of ensuring against overdraft and/or contamination.

Recycled Water

The City formerly started a Non-Potable Water Master Plan in 2003. The plan was never formalized or finalized but has since been replaced. Instead, the City initiated a Recycled Water Master Plan that will consist of three major elements, a Recycle Water Feasibility Study ("Feasibility Study"), a supporting programmatic environmental document or EIR ("Program EIR"), and Recycled Water Implementation and Financing Plan ("Implementation and Financing Plan"). The Feasibility Study shall identify potential alternative beneficial uses of recycled water from Easterly. The Program EIR will evaluate the potential alternative beneficial uses identified in the Feasibility Study to identify potential environmental impacts. The Recycled Water Implementation and Financing Plan will develop a recommended integrated recycled water program that maximizes the benefits of the City's recycled water resource. The City released requests for proposals for a consultants with plans to ask the City Council to award a consultant contract in April 2017.

Water Treatment and Distribution System

The City's distribution system consists of one main pressure zone, which primarily serves development with building pad elevations between 82 and 222 feet, and several upper pressure zones, which serve development above 222 feet. The system includes approximately 275 miles

of distribution pipelines, including 18-inch, 24-inch, and 30-inch transmission mains, as well as 4-inch to 12-inch water distribution mains. In addition, water is stored by the City in various elevated storage reservoirs, including five reservoirs in the main zone and four reservoirs in the upper pressure zones. New major water distribution system infrastructure required to serve the General Plan by its horizon year of 2035 is shown in Figure 6.9-1.

Water Treatment Plants

Two water treatment plants produce water for the City of Vacaville and serve the main zone: the North Bay Regional Water Treatment Plant (NBR Plant) and the Diatomaceous Earth Water Treatment Plant (DE Plant).

The NBR Plant, which is located in Fairfield, provides potable water to the Cities of Fairfield and Vacaville. This plant is co-owned by both cities and is operated by the City of Fairfield. The plant can provide approximately 13.3 million gallons per day (MGD) to the City of Vacaville. The water is supplied directly to the City's distribution system via an existing 30-inch transmission water main routed along Peabody Road.

The DE Plant is a 10 MGD-capacity diatomaceous earth filtration water treatment plant owned by the City of Vacaville. The water treatment facility is located at the intersection of Elmira Road and Allison Parkway, and the City Corporation Yard, and conveys the treated water into a ground-level chlorine contact basin for final chlorination before it flows by gravity to the treated water pump station (TWPS) clearwell and then is pumped into the City's main zone distribution system via the TWPS. The DE Plant is not operated 24 hours per day because the filters require backwash, a process of reversing the water flow through the filters in order to clean them. Currently, the DE Plant operates for approximately 13 hours, with 12 hours of full production at a rate of 8,200 gallons per minute (gpm) and 1 hour for startup and backwash time. The 12 hours of full production at 8,200 gpm result in an estimated daily production capacity of approximately 5.90 MGD.

The TWPS consists of five vertical turbine pumps (4 duty, 1 standby), each with a capacity of approximately 2,600 gpm for a total capacity of 10,400 gpm.

Water from seven of the city wells are treated on-site with chloride and fluoride then added to the distribution system. Three of the city wells and surface water from the Solano Project are sent to the DE Plant for filtration and treatment. Surface water from the State Water Project is sent to the NBR Plant for filtration and treatment.

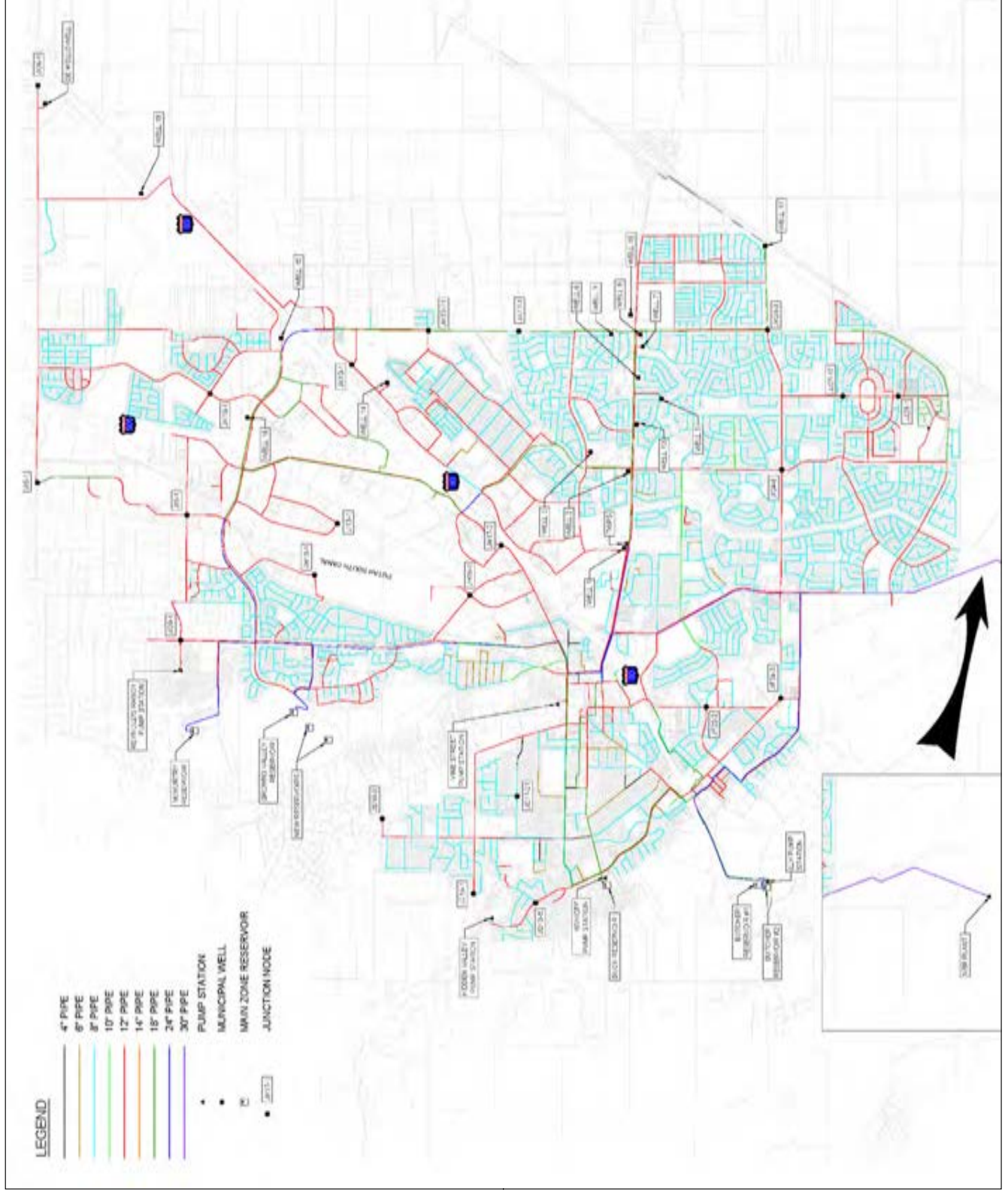
Groundwater Wells

Groundwater supply to the City is currently provided via ten operating wells, seven of which supply potable water directly to the main zone distribution system. The remaining three wells (Well 1, Well 6, and Well 13) supply water directly into the TWPS clearwell at the DE Plant. The groundwater from these wells are pumped to the main zone water distribution system via the TWPS. Table 6.9-2 provides a summary of the existing groundwater wells.

Table 6.9-2 includes a total of 13 wells. Three of the wells listed are not in current operation. Well 7 is currently out of service due to a catastrophic failure and is not anticipated to be put back into service. Well 3 was modified in 2016 in an attempt to address the high levels of chromium but the modification resulted in reduced production levels and operational constraints. For this reason, the well is no longer in service. The De Mello Well is only used by the City in



Figure 6.9-1: Buildout Water System Model Network



emergency conditions due to water quality. The City uses this well to provide a means to turn over the water in the existing long dead end water main in the area. Thus, the City only has ten wells in current operation. All existing groundwater wells in service provide a total capacity of approximately 18.64 MGD (12,944 gpm).

Storage Tanks

Potable water is stored by the City in various elevated storage reservoirs that maintain acceptable levels of service (pressure) in the system. The storage system is comprised of five reservoirs in the main zone and four reservoirs in the upper pressure zones. The water storage requirements for the City’s main pressure zone include three components: operational, emergency, and fire storage.

- Operation storage is equal to 25 percent of the maximum day demand.
- Fire storage is equal to the most critical combination of flow rate and duration in the pressure zone.
- Emergency storage is equal to 12 hours of maximum day demand, equivalent to 50 percent of maximum day demand.

For upper pressure zones, the storage requirements are similar except the emergency storage which is 75 percent of the maximum day demand.

Table 6.9-2. Existing Groundwater Wells

Well	Address	Capacity (gpm)	Notes
1	1001 Allison Drive	250	Pumps to TWPS clearwell
2	1099 Nut Tree Road	1,104	
3	2012 Ulatis Drive	0	Not in operation
5	280 Christine Drive	1,300	
6	790 Elmira Road	1,000	Pumps to TWPS clearwell
7	890 Elmira Road	0	Not in operation
8	890 Elmira Road	1,354	
9	113 Fallen Leaf Drive	1,333	
13	710 Elmira Road	1,403	Pumps to TWPS clearwell
14	110 Auto Center Drive	1,653	
15	6700 Leisure Town Road	1,799	
16	2003 Vaca Valley Parkway	1,646	
De Mello	5458 Midway Road	0	Not in operation
Note: TWPS = Treated Water Pump Station Source: Vacaville Operations Schematic, August 2015			

Booster Pump Stations

The main zone supplies water to several existing upper pressure zone water systems (Wykoff, Vine Street, and Hidden Valley). Booster Pump Stations (BPSs) lifts from the main zone to the respective upper pressure zone reservoirs. Currently the booster pump stations turn on when the level in the respective reservoir reaches a low water level in the respective reservoir and turn off when it reaches a high water level set point. The city has four BPSs, all of which are owned and operated by the City of Vacaville.

Table 6.9-4 contains a summary of the existing booster pump stations conveying water to the upper pressure zones (Hidden Valley, Wykoff, and Vine Street). The Tranquility Lane booster pump station included in Table 6.9-4 conveys water from the Wykoff water system to fill a hydropneumatic tank that serves approximately twelve users in Wykoff Drive and Tranquility Lane.

Table 6.9-3. Summary of Storage Tanks

Tank	Address	Diameter (ft.)	Capacity (MG)
Main Zone			
Buck	691 Buck Avenue	134	2
Browns Valley	757 Vaca Valley Parkway	165	5
Butcher #1	901 Butcher Road	133	2
Butcher #2	901 Butcher Road	148	4
McMurtry	McMurtry Lane	210	5.1
Upper Pressure Zones			
Wykoff East	25 Tranquility Lane	29.7	0.07
Wykoff West	25 Tranquility Lane	29.7	0.07
Hidden Valley	132 Hidden Glenn Court	25	0.07
Vine Street	6009 Vine Street	68	0.62
Notes: ft. = feet; MG = million gallons Source: Vacaville Operations Schematic, August 2015			

Table 6.9-4. Summary of Booster Pump Stations

Booster Pump Station	Address	Capacity(gpm)	Notes
Wykoff	689 Buck Avenue	1,500	Rehabilitated in 2005
Hidden Valley	391 N. Alamo Drive	520	Constructed in 1984
Vine Street	23 ½ Vine Street	580	Constructed in 1989
Tranquility Lane	25 Tranquility Lane	140	Rehabilitated in 2002
Note: gpm = gallons per minute Source: Vacaville Operations Schematic, August 2015			

Transmission and Distribution Water Mains

The system consists of one main pressure zone and several upper pressure zones needed to serve development at higher elevations in the city. The main pressure zone is designed to serve development with building pad elevations between 82 and 222 feet in elevation. Where building pad elevations are higher than 222 feet, an upper pressure zone is required, unless it can be demonstrated to the satisfaction of the Director of Public Works that building pads above 222 feet in elevation can be served by the main pressure zone without any modifications to the system. Three upper pressure zones (Wykoff, Vine Street, and Hidden Valley) are currently located in the city. Each upper pressure zone includes a booster pump station and reservoir to provide adequate pressure and storage in the upper pressure zone. The Vine Street upper zone is divided into upper and lower zones separated by a Pressure Reducing Valve (PRV) Station.

The City's distribution system is comprised of approximately 275 miles of distribution pipelines, mainly 18-inch, 24-inch, and 30-inch transmission mains, as well as 4-inch to 12-inch water distribution mains. Figure 6.9-2 shows the existing 8-inch and larger water mains in the city as well as the location of the existing booster pump stations, reservoirs, groundwater wells, and treatment plants.

Projected Water Distribution Improvements

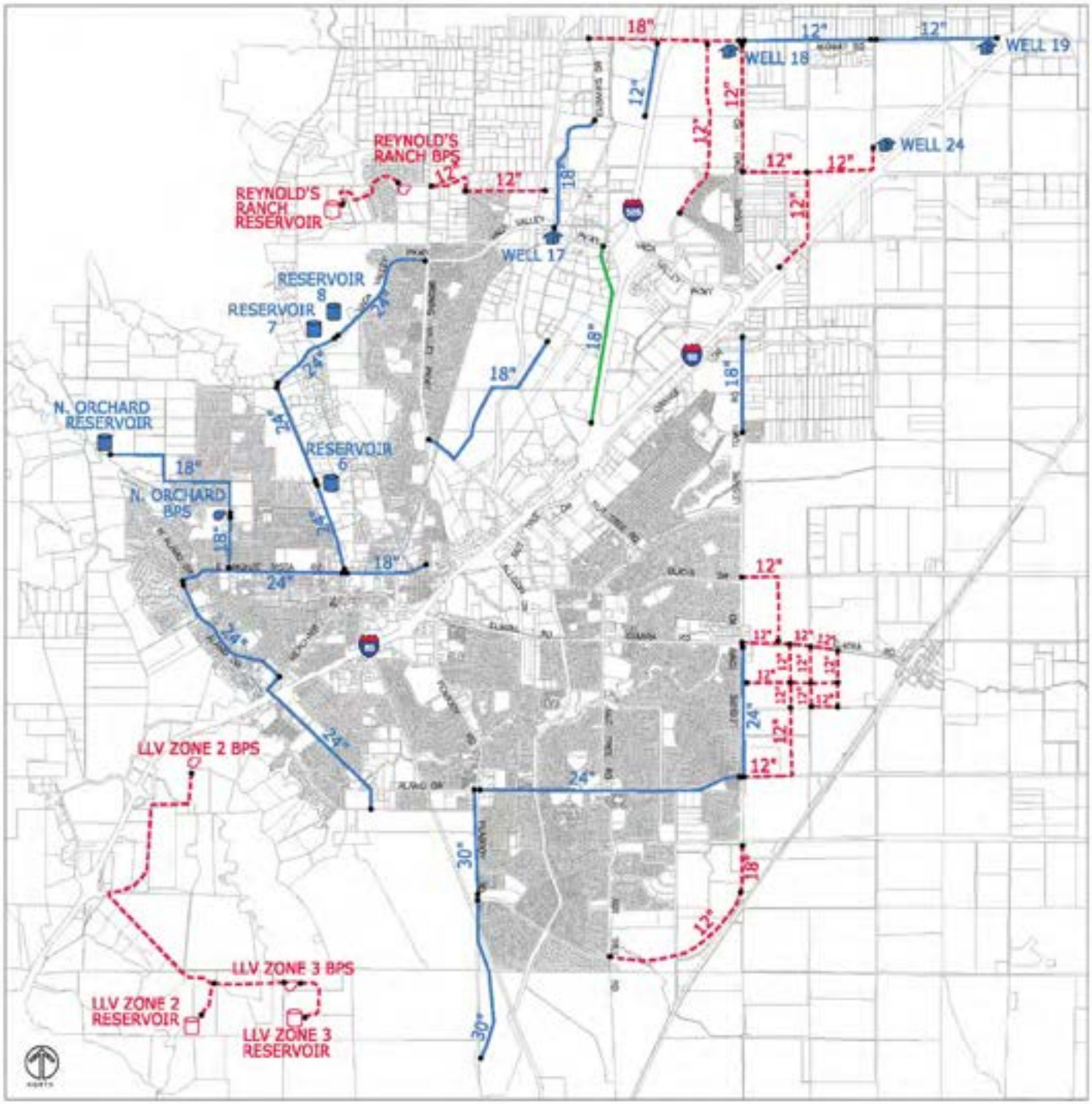
New transmission and distribution system water mains (pipelines) are anticipated by 2035 to ensure water is conveyed throughout the city to meet the City's level of service requirements. Some of these pipeline improvements would be funded from development impact fees while others would be completely funded by developer improvements. Some transmission water mains are necessary to convey flow from the expanded NBR Plant to the City, while others provide transmission between sectors of the City. Additionally, some distribution water mains provide complete loops and improved network distribution.

Following are brief statements on some expansions of the distribution system for the next five years. All improvements are either scheduled in the water facilities development impact fee study or will be completed by private development. In some cases, offsite pipeline improvements will be necessary. In others, pumping improvements will be necessary where the development is above the main zone service area.

- Water Reclamation Projects - Reclamation of water has the benefit of offsetting needs for treated potable water, and allows existing supplies to serve new development. This CIP project establishes a budget for the City to see and implement water reclamation projects. Specific projects are not in development at this time, but include a facility master plan and system improvements based on private developments. (DIF 49).
- Recycle Water Program - Develop a long term plan to incorporate recycled water (reclaimed tertiary treated wastewater) into the City's water portfolio to identify potential uses & customers; identify necessary facilities (storage, pumping & distribution); secure water rights & recycle permits; identify potential funding sources (SRF loans & grants); and estimate potential revenues & costs.



Figure 6.9-2: Year 2035 Planned Water System Improvements



Source: NVS, 2012.

- PLANNED WATER LINES (CITY)
- PLANNED WELLS/PLANTS (CITY)
- PLANNED RESERVOIRS (CITY)
- PLANNED BOOSTER PUMP STATIONS (CITY)
- - - PLANNED WATER LINES (DEVELOPER)
- PLANNED RESERVOIRS (DEVELOPER)
- PLANNED BOOSTER PUMP STATIONS (DEVELOPER)
- WATER LINES UNDER DESIGN/CONSTRUCTION (CITY)

- Water Rights Buy Back - This budget provides funding for this ongoing program to purchase an estimated 125 water rights from developers who are built-out and have excess water right connection fees. This buyback is provided for in the Water Rights Program.
- Alamo Drive Water Line: California Dr. to Merchant St. - This project will provide for a new water transmission main within the Zone 1 distribution system providing a more robust distribution system to Butcher Reservoir, Lower Lagoon Valley and northwest Vacaville. (DIF 10B).
- Well #17 Drilling - This provides initial funding for site location studies, land acquisitions, drilling, and testing for the proposed Well #17. Purchase option and acquisition agreements were executed and a contract was entered into with Luhdorff Scalmanini Civil Engineers (LSCE) to drill a test well, develop a monitoring well, and evaluate the site for a potable water well. (DIF 33A)
- NBR Plant Upgrade - This funding is for additional facilities and capacity at the NBR Plant. Certain facilities, such as raw water blending reservoir and emergency power, were not included in the initial phase of construction of the NBR Plant in order to reduce initial expenditures. This fund accumulation is intended to provide a budget for a variety of both anticipated and unforeseen needs and regulatory improvements. (DIF 125)
- Peabody Road Water Line: NBR Plant to Foxboro - This budget provides funding for additional transmission capacity from the North Bay Regional (NBR) Plant to California Drive. The current funding is a set aside for preliminary engineering. The total project cost is estimated to be \$6.4 million. (DIF 60A/B)
- Water DIF Study - This budget provides funding for engineering (planning/scoping) and financial analysis (cost scheduling/capacity/demand/EDU impact) to calculate the cost of the Water DIF Update. (DIF 84B).
- Water System Study - This is an ongoing program to perform studies for development and extension of the water system to facilitate growth, and to comply with regulatory requirements. (DIF 129A)
- Water Main Capacity Program - This project provides funds to model, plan, design, and installation of water mains to facilitate growth and to replace deteriorating mains. (DIF 130A & B)
- Elmira Rd Water Main Receptacle: Peabody Rd. to Mason St. - This budget provides initial funding for the design and installation of new waterline in Elmira Road from the Elmira Road / Peabody Road intersection to the Elmira Road / Mason Street / Depot Street intersection.
- Leisure Town Rd. Water Line: Elmira Rd./Alamo Dr. - This budget provides initial funding for the design and installation of new waterline in Leisure Town Road from the Elmira Road / Leisure Town Road intersection to the Alamo Drive / Leisure Town Road intersection. This project will be combined with the Jepson Parkway Project.

Ability to Provide Service to New and Existing Growth

Prior to the development and use of the Solano Project, groundwater was the primary water supply in Solano County, with most groundwater wells developed in the Quarternary alluvium and the upper and middles zones of Tehama Formation; thus, groundwater levels declined significantly in those zones. After the construction of the Solano Project, most agricultural users switched to surface water supply and groundwater levels recovered. Currently, only the cities of Rio Vista and Dixon are served exclusively with groundwater supply from basins underlying the cities. There is a possibility that growth in areas outside Vacaville, specifically Rio Vista and Dixon, could impact regional groundwater supplies. However, existing well development in areas outside of Vacaville has largely been from the upper part of the aquifer system rather than the basal zone of the Tehama Formation. If unincorporated areas of Solano County were to penetrate the areas and develop groundwater wells that are deep into the Tehama Formation supply, groundwater levels in the basin may be impacted.

Luhdorff & Scalmanini, Consulting Engineers (LSCE) prepared a Groundwater Supply Sufficiency Technical Memorandum for the 2015 Urban Water Management Plan Update based on the 2011 Groundwater Management Plan Update. The 2015 Technical Memorandum summarizes the analysis on groundwater supply sufficiency and reliability with historical and projected maximum volumes. Historically, the City has operated the well system to pump no more than 75% of the sustained yield, operating in a range between 4,600 ac-ft./yr. and 5,400 ac-ft./yr. Increased pumping during dry years will cause groundwater levels to decrease but based on the results of the groundwater model, groundwater levels will return to normal levels once pumping decreases to normal year rates. The City continues to explore well field expansion as a means of maintaining adequate water supply. Current allocation are sufficient for the demands of existing development as well as some new development. With each proposed new development project, water supply is analyzed to ensure the cumulative demands are met. When growth triggers additional supply demands, the developer, though Development Impact Fees will be required to fund such impacts. The financing of infrastructure through the use of development impact fees is discussed in Chapter 7, Financial Ability to Provide Services.

The Solano County General Plan addresses cooperation with regional water users to protect Solano County's water resources. In particular, County General Plan Policy PF.P-14 requires appropriate evidence of adequate water supply and recharge to support proposed development and water recharge in areas of marginal water supplies. This policy is implemented by continuing to require the preparation of SB 610 Water Supply Assessment Reports pursuant to the California Water Code.

Findings & Determinations:

6.9.1 The City of Vacaville provides water and/or sewer services to a limited number of identified properties located outside of city limits. These connections are believed to predate current state law pertaining to the extension of services outside city limits and the properties may not be appropriate for annexation.

6.9.2 The city uses a diversity of water sources (surface and ground water) and two water treatment plants that allow flexibility and ensure adequate water supply under various conditions.

6.9.3 The City has initiated a Recycled Water Master Plan.

6.9.4 Current demand and current water supply assessment confirm there is adequate water supply to meet current and projected future demand for water.

6.9.5 Vacaville and the City of Fairfield collaboratively use the North Bay Regional water treatment plant for mutual benefit.

6.9.6 The City notes Ground groundwater issues related to other ground water basin users in this report. The City is urged to collaborate with other agencies on the resolution of groundwater system management issues and facilitate regional cooperation among the parties.

7: Financial Ability to Provide Services

The City of Vacaville's financing of services and facilities is handled through the City's budget process, strategic planning process, and capital improvements planning process. City departments prepare requests for staff and capital improvements and submit them for review and processing by the Finance Department, the City Manager's office, and the City Council. Facilities and other capital improvements are dealt with in the capital improvement plan, a five-year rolling plan listing new improvements within the City. Staffing changes are laid out in the strategic planning process and funding is allocated during the City's budgeting process. The City Operating Budget for the FY2016/17 is \$176,684,444, of which \$88,708,361 is the General Fund portion. The FY2016/17 operating budget for the Successor Agency is \$9,820,763 and the Capital Improvement Program budget totals \$38,249,917.

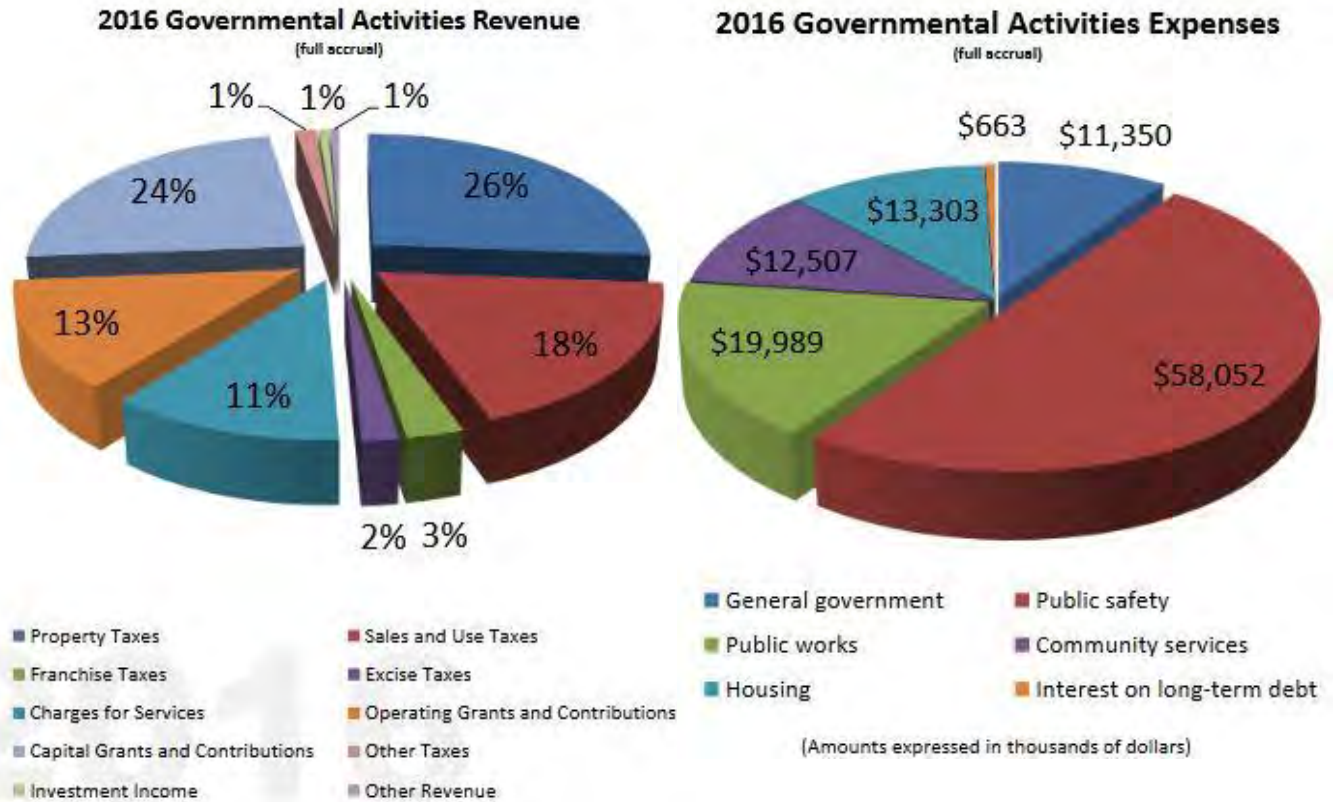
A key component in the City's evaluation of any annexation proposal will be to ensure that facilities provided by the City can be efficiently provided. Therefore, it is important that future annexations be timed and located so that facilities can be extended in a cost-effective manner and with the least impact on the ability to serve development within the existing city limits. Generally, as long as capacity is available, municipal utilities and services can be extended to annexed areas provided the property owner or development can fund the necessary improvements. This concept is implemented in the General Plan Land Use Element Goal No. 6, providing policies to direct that all development shall pay its own way and not resulting in a financial burden to existing development or services. Specifically:

- Policy LU-P6.1 requires that all development mitigate its own impacts on the existing community and pay its fair share of the cost of capital improvements needed to serve that development
- Policy LU-P6.3 ensures that future annexations are consistent with the overall goals and policies of the General Plan and do not adversely impact the City's fiscal viability, environmental resources, infrastructure and services, and quality of life.
- Policy LU-P6.4 requires that all specific plans include a fiscal impact study.

The City uses a variety of funding sources to finance the construction of public facilities. Generally, it is a combination of fees, taxes, bonds, developer contributions, special districts, redevelopment project areas, and State/Federal programs. The City periodically reviews rates and fees related to each department as a part of the budget process. This ensures that rates and user fees remain reasonable while providing adequate revenue to support and maintain the services for which they are charged. The City will continue to review its rate structures in a public process and propose modifications as appropriate.

It should also be noted that most cities of Vacaville's size levy a utility users tax, which is often the second or third largest revenue source for the General Fund. Vacaville has no such tax and continues to have a lower tax burden than many cities of comparable size. Following are descriptions of the funding sources which could finance the construction or operation of public facilities.

Figure 7.0-1 – Graphics of Governmental Activities



7.1 – General Fund

The City’s General Fund reserve is projected to be \$20.94 million, or 27.4%, at the end of fiscal year 2015/16. Improved property and sales tax revenues, including Measure M, a local sales tax approved by voters, have allowed the City to restore its General Fund Reserve to a level above its target of two to three month’s expenditures (16-20%).

The City Council has established a policy of maintaining an operating reserve in the General Fund equal to at least 15% of ongoing operating expenditures. This policy had not been met in past years due to the Great Recession and the impact it has had on the two primary sources of revenue for the General Fund: sales taxes and property taxes. However, for FY2016/17, overall General Fund operating revenue is projected to realize a 6.7% increase (excluding one-time revenues) over FY2015/16. These projected revenues were based on actual FY14/15 revenues, adjusted for known or expected economic factors and including Measure M. It is important to note, while Measure M is part of the General Fund revenue budget, it is tracked in its own account to ensure full accounting and transparency. The General Fund budget approximates \$14,544,591 fund reserves (including Measure M revenue). This leaves the reserve at 17.5% of operating expenses or equal to four months of operating cashflow. The economic environment has continued to be more favorable than in prior years. Bright spots in the City’s finances include:

- Continued steady growth in sales and property tax revenue.
- Return of historic levels of residential construction which provides revenues to fund additional Police and Fire services for these residents, as evidenced by the recent opening of Fire Station 75.
- Growth in our local economy through Icon aircraft, Genentech’s retooling of CUP-2 and the construction of Pacific Cycle Company. These projects will enhance the job base and contribute to both the private and public sections of the economy.

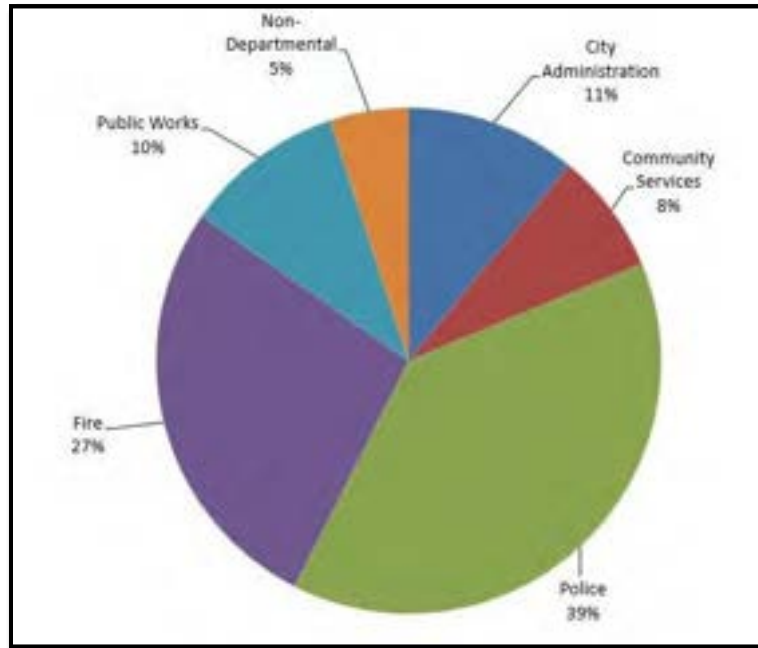
Table 7.1-1 illustrates General Fund revenues and expenditures. For years where expenditures exceeded revenues, the General Fund Reserves provided for gap funding; whereas years were revenue exceeded expenditures, funds were able to be placed in the Reserves. Figure 7.1-1 depicts the departmental share of the General Fund. Table 7.1-2 is a General Fund Forecast through FY 2017/18.

Table 7.1-1. General Fund Revenues and Expenses FY12/13 to FY16/17

General Fund Revenue Account	FY 2012/13	FY 2013/14	FY 2014/15	FY 2015/16 Adjusted Budget	FY 2016/17 Approved Budget
Taxes	\$59,238,677	\$56,831,510	\$67,967,306	\$67,663,715	\$69,435,696
Intergovernmental	\$364,089	\$578,692	\$1,020,313	\$788,746	\$834,969
Department fees and charges	\$7,385,322	\$7,665,390	\$8,001,101	\$8,138,698	\$8,677,226
Other Revenue	\$2,033,381	\$1,483,362	\$2,508,906	\$1,616,260	\$1,724,548
Transfers In	\$2,671,719	\$2,337,497	\$1,897,941	\$2,138,510	\$2,735,288
Special Operating Revenue	\$21,965,963	\$21,880,128	\$21,566,426	\$27,090,854	\$24,290,864
Enterprise Funds	\$47,779,014	\$51,299,000	\$51,725,344	\$53,500,163	\$56,486,718
Successor Agency	\$30,464,908	\$13,305,416	\$8,454,245	\$14,623,664	\$7,413,899
TOTAL REVENUE	\$171,903,073	\$155,380,995	\$163,141,582	\$175,560,610	\$171,599,208
TOTAL EXPENDITURES	\$160,857,299	\$145,324,677	\$152,893,383	\$177,240,014	\$178,810,213
General Fund Reserves*	\$8,662,148	\$1,135,899	\$5,714,595	\$6,539,375	-\$7,654,842

Source: Operating Budget and Capital Improvement Program FY 2015/2016 and 2016/2017.
 *City Council Staff Report for Business Item 9.C - General Fund Midyear Budget Report. January 24, 2017.

Figure 7.1-1 – FY 16/17 General Fund Budget Percentage by Department



Source: Operating Budget and Capital Improvement Program FY 2016/2017

Table 7.1-2. General Fund Forecast

REVISED GENERAL FUND BUDGET FORECAST						
	<i>ACTUAL</i> 2015/16	<i>Budgeted</i> 2016/17	<i>Projected</i> 2017/18	<i>Projected</i> 2018/19	<i>Projected</i> 2019/20	<i>Projected</i> 2020/21
Operating revenue	\$ 77,187,718	\$ 75,987,573	\$ 78,725,577	\$ 80,747,379	\$ 82,681,570	\$ 85,162,017
Operating expenditures	(74,321,212)	(84,706,079)	(86,603,741)	(90,844,094)	(93,997,192)	(96,817,108)
Net operating	2,866,506	(8,718,506)	(7,878,164)	(10,096,715)	(11,315,623)	(11,655,091)
Net transfers in(out)	(2,331,532)	(1,362,081)	(1,225,051)	(1,081,186)	(930,143)	(930,143)
One-time expenditures	-	(3,570,000)	-	-	-	-
One-time revenues	993,862	993,862	992,886	-	-	-
One-time RDA	-	-	-	-	-	-
Increase (decrease) for the year	1,528,836	(12,656,726)	(8,110,330)	(11,177,901)	(12,245,766)	(12,585,233)
Measure M Revenues	5,010,539	4,998,884	7,557,772	15,449,925	15,680,836	15,916,048
Beginning emergency reserve	17,610,646	24,150,020	16,492,178	15,939,621	20,211,645	23,646,715
Ending emergency reserve	\$ 24,150,020	\$ 16,492,178	\$ 15,939,621	\$ 20,211,645	\$ 23,646,715	\$ 26,977,530
Balance as % of operating exp.	32.5%	19.5%	18.4%	22.2%	25.2%	27.9%

Source: City Council Staff Report on General Fund Midyear Budget. January 24, 2017.

A general breakdown of General Fund revenue sources are as follows:

Property Tax: The City receives about 17 cents (\$0.1745) of every property tax dollar generated in Vacaville. For the 2016/17 tax year, the gross assessed value of property in the City (including redevelopment project areas) stands at \$10.7 billion for the 2015/16 tax year; an increase of \$404 million, or 3.89% more than the prior year. This increase is primarily influenced by increasing residential values within the City, which increased by \$418 million from the

previous year. Property values in Vacaville are expected to rise moderately in 2016/17. Figure 7.1-2 depicts how Vacaville’s assessed values and property tax dollars are split.

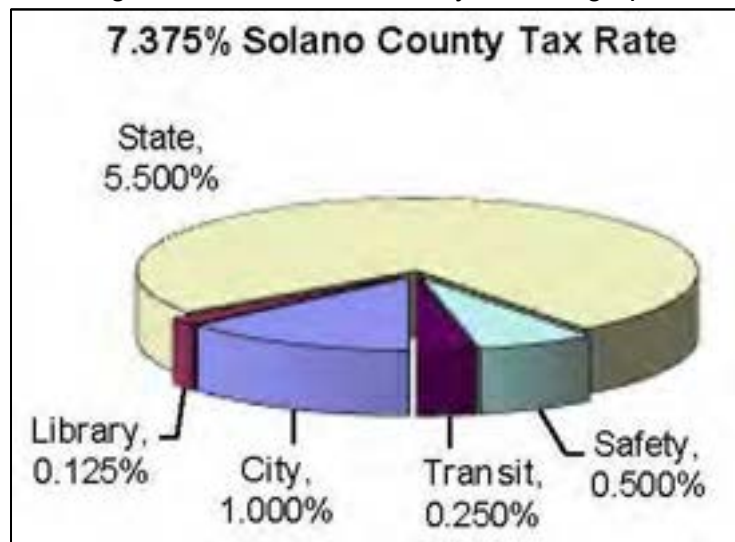
Figure 7.1-2 – Property Tax Pie-charts



Source: Operating Budget and Capital Improvement Program FY 2016/2017

Sales and Use Tax: The sales tax revenue received by the City is equal to 1% of all taxable sales within City limits. The City also receives a pro-rata share of use taxes which are "pooled" at the state and county level. The total tax rate in Solano County is 7.875%, of which the State rate is 4.44%, the County realignment rate is 1.56%, and the local rate is 1.50%, the Prop. 172 public safety sales tax rate is 0.50%, the Transportation Development Act rate is 0.25%, and the Solano County Library rate is 0.125%. This includes the 0.25% increase in local sales tax authorized under Measure M. The share of the Solano County taxes are shown in Figure 7.1-3.

Figure 7.1-3 – Solano County Tax Pie-graph

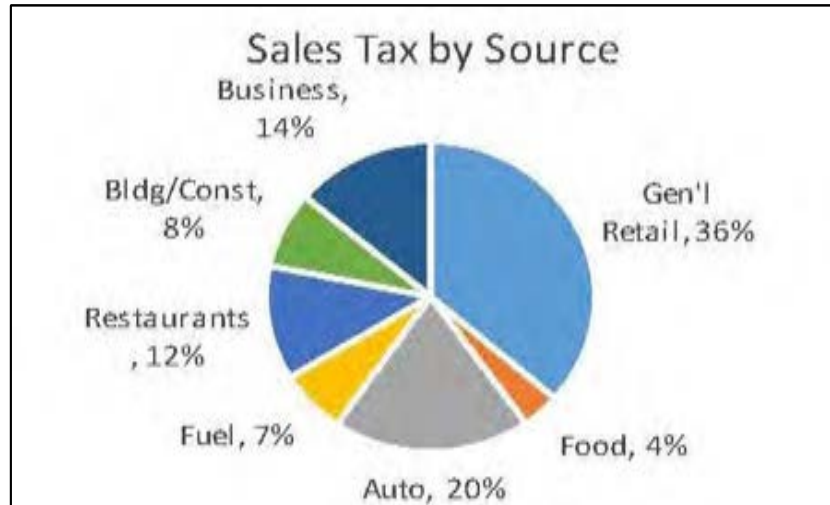


Source: Operating Budget and Capital Improvement Program FY 2016/17

The sales and use tax is the General Fund's second largest revenue source at \$24.3 million for 2016/17 and comprises 25% of total General Fund revenues. The budget assumes sales tax revenue will decrease 5.54% in 2016/17, including Measure M revenues. This decrease is due

to the normalization of sales tax revenues following the elimination of the State's "triple flip"² mechanism which expired in April of 2015. Figure 7.1-4 depicts the sales tax revenues by source in Vacaville.

Figure 7.1-4 – Sales Tax Revenues by Source in Vacaville



Source: Operating Budget and Capital Improvement Program FY 2016/17

Measure M is a local sales tax that was first approved by voters as a quarter-cent transaction ("sales") tax in 2012 for a period of 5 years. In 2016, prior to the Measure's expiration, Measure M was placed back on the ballot, with revisions. Voters approved the "new" Measure M of a three-quarter cent sales tax for a duration of 20 years. The tax revenues are part of the General Fund and remain local for City maintenance of facilities and streets, rehabilitation of public facilities, safety-emergency personnel and equipment, and necessary replacement of city work fleet. With the voter-approved Measure M continuing, the reserve level is projected to increase in future years. The projected Measure M revenues in 2016/17 are nearly \$5 million dollars.

Franchise Payments: The City has awarded franchise agreements to private companies for the right to do business in the City using public rights-of-way. Franchise payments are estimated to generate \$4.1 million in 2016/17 or 4.9% of General Fund revenues.

Paramedic Tax: The citizens of Vacaville initially approved this ad-valorem tax in 1976. The rate is \$0.03 per \$100 of assessed valuation on property within the City limits, and is collected by the County along with property taxes. The proceeds are used to pay for emergency medical and ambulance services. The paramedic tax is expected to yield \$3.87 million in 2016/17 and comprises 5% of projected revenues. All proceeds are used to support paramedic and ambulance services within the city and cover roughly 35% of the expected cost of providing essential EMS services.

² Voter approved [Proposition 57](#) authorized the state to issue up to \$15 billion in deficit financing bonds (also known as economic recovery bonds, or ERBs). Proceeds from these bonds were used to address the state's budget shortfall. To hold local governments harmless, the state initiated a complex series of revenue exchanges commonly referred to as the "triple flip," involving Bradley-Burns sales tax, property taxes, school/community college district taxes, and state education aid from Prop 98. <http://www.lao.ca.gov/LAOEconTax/Article/Detail/55>

Excise Tax:

- Measure I is a tax that was initially approved by voters in 1989 to pay for construction of the Ulatis Cultural Center and provide an additional source of funding for services such as street maintenance, library services, cultural events and recreation activities. The continuation of Measure I was approved by voters in November 2012. The excise tax rate is applied as follows: \$4.83 per month for residential property – collected on the bi-monthly utility bill; 2% of hotel room rates – collected along with the City transient occupancy tax; and varying amounts (per employee) for commercial establishments within the City limits – collected along with the annual business license. The Measure I tax revenue is projected to generate \$2.5 million in 2016/17, or about 3% of General Fund revenues. The debt used to fund construction of the Ulatis Cultural Center has been retired, so the \$1.2 million per year annual payment cost is be used for General Fund operations.
- Measure G is a tax that was approved by voters in 2005 to replace longstanding fees imposed upon the City's water and sewer operations. The tax is comprised of a 1% "property" tax on the assets of the utility funds and a 5% "franchise" tax on utility operating revenues. The Measure G excise tax is expected to generate \$6.23 million in 2016/17, or about 7.4% of General Fund revenues.

Other Revenues: The City receives tax revenue from three lesser taxes; the Transient Occupancy Tax (Hotel/Motel tax), Real Property Transfer Tax, and Business License Tax; which together comprise about 2.5% of General Fund revenues. Revenues are estimated at about \$2.09 million during the budget year.

Intergovernmental revenues are funds received from State and federal sources; such as Vehicle License Fee and Homeowner's Exemption; as well as other local agencies such as the County and school districts. The budget projection of \$1.1 million for 2016/17 comprises 1.3% of General Fund revenues.

Departmental fees and charges for service revenues; such as Recreation and Facility Fees, Emergency Medical Fees; represent a growing component of overall General Fund revenues. The projection of \$8.65 million for FY2016/17 represents around 10.3% of overall General Fund revenues.

All other General Fund revenue sources are expected to yield \$1.7 million during the budget period, and account for 2.1% of revenues. Included in this amount are investment earnings projected at \$780,000. Also included are wireless site lease revenue, along with other miscellaneous revenues and reimbursements from other funds for General Fund support services.

7.2 – Enterprise Funds

Assessment Districts: Assessment districts are a viable option for funding of public improvements. Two-thirds of property owners must approve formation of an assessment district. With property owner and City Council approval, an assessment district issues bonds to pay for the improvements and assesses the property owners for the annual debt service of the bonds. The source is expected to generate \$2.7 million in 2016/17.

Benefit Districts: Benefit Districts can be created two ways: 1.) A developer pays to install the necessary infrastructure and a benefit district is created. People within the benefit district repay the developer their fair share of the infrastructure costs when they “benefit” from the infrastructure. 2.) Properties within a benefit district contribute their share of infrastructure costs at the time of development. When sufficient funds accumulate, improvements are built. In some instances, after a majority of the properties develop, the remaining area is converted to an assessment district to fund the balance of the total costs so that the improvements can be completed before buildout of the district.

Development Impact Fees: Also called AB 1600 fees, these are fees charged to new development at the time of building permit issuance. These fees fund infrastructure needed to serve the entire community and the growth in the General Plan. The City has adopted several development impact fees including, each for a specific purpose for the various portions of development and growth. The various fees are described below.

- **Public Facilities Impact Fee.** The purpose of the public facilities impact fee is to provide for police, fire and general city facilities and equipment to serve the needs of, and address the impacts from new residential, industrial, commercial office and other development.
- **Traffic Impact Fee.** The purpose of this fee is to provide for costs of street widening and reconstruction, traffic signals, transit facilities, bike paths, bridge widenings, and freeway interchange improvements related to new development in accordance with the development forecast under the general plan. The demand for the identified transportation improvements has been based on the development forecast and accepted traffic analysis methodology adopted by the Vacaville Municipal Code.
- **Water System Impact Fee.** The purpose of the water system impact fee is to further and protect the health and safety of the citizens of the city by providing for facilities to ensure a continuing supply of potable water including new water mains and storage reservoirs. As the population increases and new development locates or existing development expands in the city, there will be an attendant demand to expand the facilities necessary to provide an adequate supply of potable water for domestic consumption, fire protection, and nondomestic purposes such as industry and commerce.
- **Sewer System Impact Fee.** The purpose of the sewer system impact fee is to further and protect the health and safety of the citizens of the city by providing for the construction of sewage and waste water facilities including new sewer drains, treatment plants and aeration ponds. As new development occurs there will be an additional burden placed on the existing sewer and waste water collection, treatment and disposal systems.
- **Parks and Recreation Facilities Impact Fee.** The purpose of the parks and recreation facilities impact fee is to provide a variety of parks, recreation facilities and park improvement projects such as tennis courts, swimming pools, soccer, ball fields and the like. As development and population increases, park and recreation facilities, inadequate to serve the city, could occur which have potential for adversely affecting the general well-being of city residents. In order to address this potential and to meet city recreation standards it is appropriate that new development pay for additional park facilities and recreation development attributable to development impacts.

- **Open Space and Greenbelt Buffer Impact Fee.** The purpose of this fee is to provide partial funding of the costs of preserving agricultural and open space uses in and adjacent to the city in accordance with the general plan and other policies adopted by the city council and to preserve the unity identity by separating developed lands of Vacaville and Fairfield. The fee is intended to be one component in a variety of strategies to attain these goals. Other strategies include, but are not required to be implemented or limited to, maintaining existing land uses in identified open space and greenbelt buffer areas, acquiring lands that are put to public use such as parks, providing for the transfer of development rights, or modifying development standards.
- **Drainage and Stormwater Detention Facilities Impact Fee.** The purpose of the drainage and stormwater detention facilities impact fee is to finance the cost of drainage and stormwater detention projects including mains, tributary systems, creek improvements and detention basins. New development increases the amount of impervious surfaces due to more roof area, paved streets, driveways and parking lots. Drainage and stormwater detention facilities will provide the improvements necessary to maintain adequate drainage, flood protection, and stormwater detention throughout the city by reducing the impacts of new development.

Community Facility Districts: The districts are overlaid on new residential development projects to help offset the cost of providing police, fire and emergency medical services. The special tax amounts range from around \$970 to \$1,810 per year per residential property, depending upon whether the residential unit is part of an infill development or major new subdivision. The source is expected to generate \$2.7 million in 2016/17.

Developer Contributions: When the City is considering annexation and development of new areas, the City often uses development agreements as a tool to guarantee development phasing or intensity of development in exchange for certain obligations that the developer must satisfy.

Sewer, Water, and Transit: The Utilities Department has kept total expenses in the Water Fund relatively flat over the past four years, from \$15.0M in FY 10/11 to \$15.5M in FY 14/15. This was done through deferral of non-essential maintenance projects and purchases, temporary suspension of contributions to rehabilitation accounts, and employee salary and benefit concessions. These efforts have reduced the Water Fund's previous cumulative deficit from \$10.9M to \$7.5M over the past four years. However, increases in water treatment chemical prices, and water system improvements necessary to address new state regulations for Hexavalent Chromium in water systems are anticipated to increase expenses significantly over the next five years. Total expenses are expected to increase from \$17.8M in FY 15/16 to \$20.4M in FY 20/21.

Emergency declarations by Governor Brown to reduce water use in response to the ongoing California drought, resulted in the implementation of additional mandatory conservation measures that directly impacted the Water Fund. Per capita water demand has dropped by 19% since 2010. In FY 14/15 the City experienced a \$1M drop in revenues due to water conservation, and in FY 15/16 revenues were projected to decrease by up to \$2.5M prior to the approved rate increase. In January 2016 the City Council approved a five year water service rate increase designated to increase overall revenues by 5.5% annually in order to address issues in the Water Fund, including the existing cumulative deficit, the revenue impacts from drought-related water conservation, an imbalance between fixed and variable revenue versus expenses in the existing rate structure, impacts from a recent court decision restricting tiered

rate structures, and the additional expenses required to comply with the new state regulations for Hexavalent Chromium. The water rate increases are expected to stabilize revenues to meet anticipated increases in operating costs, and continue reducing the deficit in the Water Fund. The proposed budget for FY 16/17 shows a modest surplus of \$524K, with projected revenues of \$20.6M slightly exceeding projected expenditures of \$20.1M.

The Wastewater Fund continues to be dominated by the projected \$150 million Easterly Wastewater Treatment Plant Tertiary Project, a four-phase construction project to implement treatment requirements mandated by the RWQCB. Phase 1 of the Tertiary Project, which included overall planning and Denitrification improvements, was completed in August 2013, at a cost of \$44.2M. Phase II of the Project, Filtration, was completed in January 2015, at a cost of \$65.2M. Phase III, Laboratory Expansion, began construction in March 2015 and is slated to be completed by June 2016, at a cost of \$7.1M. Phase IV, Close-Out, is currently in final design, with anticipated construction to start later in 2016. The estimated cost of Phase IV is \$16.0M. The total estimated cost of the Tertiary Project is therefore anticipated to be approximately \$132.5M. The Tertiary Project was funded through a State Water Resources Control Board (SWRCB) State Revolving Fund Loan, with loan payments to be backed by the City's wastewater rates. Wastewater Fund revenues steadily increased over the past five years due to annual rate increases established in 2010 to fund the Tertiary Project. The fifth and final rate increase was in March 2014. Over this period the Sewer Fund built up a reserve of \$20.5M as of FY 14/15 to make the anticipated \$7.7M annual SRF Loan payments on the Tertiary Project. Due to the expiration of rate increases, revenues for FY 16/17 and subsequent years are projected to remain relatively flat, from \$33.4M in FY 15/16 to \$34.7M in FY 20/21.

7.3 – Capital Improvements

The proposed CIP budget is \$38 million, which includes \$1.4 million in General Fund monies. The proposed program includes funding for 62 priority projects. New projects include Three Oaks Community Center, Graham Aquatic Center, and McBride Senior Center facility improvements such as roofing, restroom upgrades, and flooring; VPAT Theater seat replacement; painting the exterior of Fire Station 74; and the replacement of carpet and paint at City Hall, along with the reconstruction of the Lagoon Valley entrance and further funding towards the radio replacement project.

Table 7.3-1. Summary of 2016/17 CIP Budget

Category	Available Funding for FY 2016/17	2016/17 CIP Budget	Remaining Balance
Public Buildings and Grounds	\$9,724,951	\$6,710,059	\$14,892
Streets, Bridges, and Lighting	\$7,148,653	\$7,093,547	\$55,106
Storm Drain System	\$1,568,184	\$336,532	\$1,231,652
Parks and Recreation	\$2,219,779	\$2,119,779	\$100,000
Sewer Utility System	\$13,545,065	\$13,542,000	\$3,065
Water Utility System	\$8,883,535	\$8,448,000	\$435,535
Total CIP Budget FY 2016/17	\$40,090,167	\$38,249,917	\$1,840,250
Source: Operating Budget and Capital Improvement Program FY 2016/2017			

Below is a departmental overview of current CIP projects and funding mechanisms for improvements:

Fire and Law Enforcement: Public Safety facilities are funded by a variety of sources including the General Facilities development impact fee, general fund, Community Facilities Districts, Community Benefit Contribution, and project mitigation. For example, Southtown and Vanden Meadows contribute to the Community Benefit Contribution and have a Community Facilities District. The on-going CIP project is the annual lease payment for the purchase of the Fire Department brush truck which provides brush fire protection to newly developing area.

Parks and Recreation: Traditional and non-traditional funding sources are available to the City to finance the acquisition, construction and maintenance of park facilities. Park development in the future is determined by the City Financial Plan and CIP Program. However, residential development fees are applied to new projects in addition to requiring developers to dedicate land for new park facilities. City residents are also assessed a fee to finance the ongoing maintenance and operation of neighborhood park facilities through the creation of Lighting and Landscaping Assessment Districts. These districts also finance the ongoing maintenance and operation of landscaped street medians, detention basins and street lighting, though such facilities built prior to 1997 are financed through the General Fund.

The City currently does not have a Quimby Ordinance. However, General Plan Action PRA1.3 directs the City to adopt a Quimby Ordinance, which will provide a new means for park land acquisition. The City does require new development to supply park land in compliance with the City's park ratio through project Development Agreements. Development of parks is assisted with development impact fees for parks to be paid with residential building permits. Current and on-going CIP projects include the design and construction of Corderos Park in North Village and design and construction of a water-play feature in Magnolia Park.

Public Works: The transportation portion of the Development Impact Fee (or Traffic Impact Fees) program pays for street improvements associated with the cumulative impact of new development. These fees are used for project related improvements serving the citywide impact of new development; ongoing maintenance and other improvements are funded through user fees and tax revenues. The City collects transportation impact fees from all new development with the majority of these fees earmarked for roadway improvements and related transportation facilities. The City also uses entitlement funds which are dispersed through other public agencies (i.e., gasoline tax revenues) for roadway maintenance. The City also receives an apportionment of State Transportation Development Act (TDA) and Federal Transportation Administration (FTA) funds. These funds are available for transit operations and a variety of capital improvements such as the on-going Jepson Parkway expansion project, street resurfacing and rehabilitation, Foxboro Parkway Extension, update citywide traffic model, Ulatis Creek Bike Path, and Allison Drive Bike and Pedestrian Improvements.

Storm Drain: The City charges a drainage impact fee on all new developments to provide drainage detention and conveyance improvements to mitigate for growth. These projects do not draw money from the City General Fund, though the on-going maintenance of these projects are supported by the General Fund. On-going projects are the maintenance of open space preservation, drainage detention zones 1 and 2, storm drain system studies, and City NPDES permits.

Sewer Utility System: Funding for wastewater system operation, maintenance and replacement is provided through the wastewater rate structure. Funding for new treatment and collection system facilities is provided through the impact fees paid at the time permits are obtained for construction. The wastewater utility is operated as a self-supporting enterprise and does not draw money from the City General Fund. Current and on-going CIP projects include Easterly Expansion Project, Tertiary Project, Sewer Facilities rehab/upgrade improvement, sewer mapping-GIS, Digester Rehabilitation DIF, and Sewer Replacements and Improvements at Ridgewood Drive, Needham Drive/Alamo Drive, Mason Street/West Street, and Buck Avenue/Alamo Drive.

Water: Funding for water supplies and system operation, maintenance and replacement is provided through the water rate structure. Funding for new facilities is provided through the impact fees paid at the time permits are obtained for construction. The water utility is operated as a self-supporting enterprise and does not draw money from the City General Fund. Current and on-going CIP projects include Water Facilities rehab/upgrade improvements, water system mapping-GIS, Easterly shop expansion, NBR Plant upgrade, Watermeter replacement program, East Monte Vista waterline, and Butcher Reservoir and Buck Reservoir rehabilitation.

While challenges still exist, the City is beginning to see its finances stabilizing and beginning to move in a more positive direction. As we continue to improve, we will remain focused on creating fiscal sustainability while providing our core city services in an efficient and effective manner.

Findings and Determinations:

7.1 The City uses a variety of funding mechanisms and sources, maintains appropriate reserves, uses fund accounting, and demonstrates transparency in its financial transactions. The descriptive information provided to LAFCO is clear and understandable.

7.2 The City uses a budget procedure and competitive bidding process to ensure avoidance of unnecessary costs associated with obtaining outside services and capital improvements construction.

7.3 The City periodically reviews rates and fees related to each department as a part of the budget process to ensure that rates and user fees remain reasonable while providing adequate revenue to support and maintain the services for which they are charged.

7.4 The City Council has established a policy of maintaining an operating reserve in the General Fund equal to at least 15% of ongoing operating expenditures, or approximately 3 months of operating cash flow. The reserve is at 17.5% of operating expenses or approximately equal to four months of operating cash flow.

7.5 While the city has experienced shortfalls in past years and has used reserves to balance the budget, reserves are now at or above the desired levels.

7.6 City of Vacaville does not levy a utility user's tax and maintains a lower tax burden on its citizens than some other cities.

8: Status and Opportunities for Shared Facilities

Water, wastewater collection and treatment, storm drainage, circulation, public safety and parks are the responsibility of the City. Solid waste disposal is provided by Recology, outside contractor who also provides service to other agencies, which is an example of agencies benefiting from sharing costs of a municipal service.

There are no duplicative or overlapping services provided by other agencies that could be further analyzed for elimination of unnecessary costs. However, the City uses a budget procedure and competitive bidding process to ensure avoidance of unnecessary costs associated with obtaining outside services and capital improvements construction. The City's budget and capital improvements program are reviewed and adopted annually as part of a public process that involves hearings before the City Council.

Joint Powers Agreement between the City of Vacaville and the Department of Corrections and Rehabilitation

The City of Vacaville has a Joint Powers Agreement with the California Department of Corrections and Rehabilitation (CDCR), dated June 1, 2000 (included in Appendix D). CDCR owns and operates two penal facilities in the City of Vacaville: the California Medical Facility (CMF), and California State Prison Solano (CSP Solano). The JPA permits the use of several shared facilities between the two agencies.

The City provides the following services to CMF and CSP Solano:

- Potable Water Service
- Sanitary Sewer Service
- Access to City drainage system via to culverts under Peabody Road that connect the CDCR detention basin to the City detention basin located on the east side of Peabody Road, and to the City drainage system downstream.

In return for City utilities, CDCR provides the following services to the City:

- Keating Park Lease - 11± acres of land leased to the City until December 31, 2039 for a park and recreation purposes at no cost to the City. In addition, this park is maintained by an inmate maintenance crew.
- Al Patch Memorial Park Lease – 34.31± acres of land leased to the City until December 31, 2039 for a park and recreation purposes at no cost to the City. In addition, this park is maintained by an inmate maintenance crew.
- SPCA Lease – 4.5 ± acres of land is leased to the City until December 31, 2039 for the sole purpose of providing an animal shelter at no cost to the City.
- Joint Use of Firing Range – The City is permitted use of CDCR's firing range which benefits the City's Police Department.
- Joint Use of the Fire Training Facility – The City is permitted use of the fire training facility.

Fire Department

The Fire Department enhances services to Vacaville by responding to requests for aid from other agencies throughout the county and state via an agreement called mutual aid. In return, resources are provided to Vacaville when needed. The Fire Department also manages automatic response agreements with neighboring agencies. Adjacent fire jurisdictions respond simultaneously to areas of Vacaville that are in close proximity to their fire station. Each jurisdiction is automatically dispatched upon receiving the initial 911 call.

Efforts toward centralized dispatch are underway. The county has a centralized dispatch center and agreements with other agencies will be needed to improve dispatch coordination.

Mutual Aid/Automatic Aid Agreements – there are various agreements with multiple agencies for automatic/mutual aid. In each agreement, the Parties agree to provide fire suppression, rescue, and emergency medical services to each other under arrangement determined by the Fire Chiefs of each jurisdiction. The Agreement supplements, not supplants, the “Solano County Fire Protection/Emergency Service Mutual Aid Plan” of 1987. Nor is the agreement meant to relieve either party from the necessity and obligation of providing adequate fire suppression, rescue, and emergency medical services within its own jurisdiction. Automatic aid is limited to structural and/or vegetation firefighting. All other requests for assistance will be communicated through Solano Dispatch in accordance with the aforementioned countywide Mutual Aid Plan. Each agreement specifics the areas for said aid.

- Automatic Aid Agreement between the City of Vacaville and the City of Dixon – Last amended in January 2001.
- Agreement between the City of Fairfield and the City of Vacaville – entered into 1997.
- Agreement between the City of Vacaville and the Vacaville Fire Protection District – Last amended in January 2001.

Solano County Fire and Operational Mutual Agreement of 2007 – The consideration under this Agreement is the mutual advantage of protection afforded to each of the parties under this Agreement. There shall not be any monetary compensation required from any part to another party as a condition of assistance provided under this Agreement. A party to this agreement requesting mutual aid and directly benefiting from the additional resources and manpower provided by those parties to the Agreement responding to the mutual aid request, shall indemnify, hold harmless, protect and defend, the responding parties, its officers, agents and employees, and volunteers from all claims, suits, actions or other proceedings of every kind and description, brought forth on account of injuries to or death of any person or damage to property which may arise as a result of the party's performance of this Agreement, including the negligence of the responding party. No party to this agreement nor any other person(s) shall have any right or cause of action because of loss by fire or rescue by reason of this agreement or any term thereof. This agreement has recently begun updates and revisions.

Contract for Ambulance and 9-1-1 Services to California Medical Facility and California State Prison – Solano (Agreement No. ICHC. 06028) – Vacaville shall provide on an as-needed basis, 24hr a day, 7-days a week, Emergency (911) Ground Ambulance Services, all labor, supplies, licenses, permits, equipment transportation, pre-hospital emergency care personnel and every other item of expense required to transport acutely ill or injured inmates under the jurisdiction of the of the California Department of Correction and Rehabilitation (CDCR), California Medical

Facility (CMF), located at 1600 California Drive, Vacaville, CA 95687 and California State Prison, Solano (SOL), located at 2100 Peabody Road, Vacaville, Ca 95696,...to and/or form medical facilities of hospitals as designated and requested by the Intuition's Health Care Manager (HCM)/Chief Medical Officer (CMO) of clinical Services or designee. Last signed November 13, 2008.

Police Department

There are no practical opportunities for shared police facilities with other agencies. However, the Police Department does have agreements with nearby law enforcement agencies to provide mutual aid.

There is no centralized dispatch for law enforcement. The county has a centralized dispatch center for fire and agreements with other agencies will be needed to improve dispatch coordination.

Mutual Aid Agreements

VPD participates in a regional Office of Emergency Services mutual aid agreement. This mutual aid agreement is administered through the State of California Office of Emergency Services and is managed at a local level through Solano County. By participating in this mutual aid agreement, VPD commits staff and other resources to assist with disasters throughout the state. In return, VPD receives assistance from outside entities should a significant emergency occur in Vacaville.

The Solano County Sheriff's Office provides law enforcement and emergency response in unincorporated parts of Solano County. In addition, the Sheriff's Office provides security for the Superior Courts and at the Solano County Jail in Fairfield. The Sheriff's Office serves an area of approximately 850 square miles, including approximately 22,000 people. There are 118 sworn officers and 265 non-sworn personnel employed with the Sheriff's Office. Due to County budget issues, the Sherriff's Office budget was recently reduced by approximately \$6 million, which resulted in staff layoffs and other reductions.

Parks and Recreation

Lagoon Valley Park attracts visitors from throughout the region. While there are no opportunities for shared park facilities with other agencies, the City of Vacaville has worked with the City of Dixon, City of Fairfield and Solano County to create permanent open space buffers between these communities. The Vacaville-Fairfield-Solano Greenbelt Authority is governed by elected representatives from the three agencies and established boundaries for a greenbelt between Vacaville and Dixon. The Vacaville-Dixon Greenbelt Authority has placed permanent conservation easements on over 1,000 acres of agricultural lands between Dixon and Vacaville and it is hoped that additional lands can be added to the Vacaville-Dixon Greenbelt in the future.

Non-residents may register for City recreation programs, and use of City facilities. A "resident" is anyone living within Vacaville city limits. A "non-resident" is anyone living outside Vacaville city limits. Residents are given a one week priority registration period for City recreation programs, and non-residents are charged a 15 percent non-resident fee.

Public Works

City of Vacaville works with Solano Transportation Authority (STA), who works with other local municipalities in providing local and regional transit service. STA oversees the local transit systems and analyzes opportunities for improved connections and coordination between local cities and to regional services. For example, STA and the City are jointly working on the Jepson Parkway Concept Plan and Vacaville Intermodal Station. Additionally, Vacaville and Fairfield have agreed to annex the

portion of Vanden Road that lies within the County's jurisdiction between the cities' limits to accept the responsibility of maintenance and responsibility. The city and the county do not have written road agreements; however, as a practical matter there is coordination between the city and county in those locations where it makes sense to do so this includes Leisure Town Road and Fruitvale Road.

Solid Waste

The Hay Road Landfill; located at 6426 Hay Road, Vacaville, CA; is a third party vendor that receives waste from the Cities of Vacaville, Vallejo and Dixon and self-haul waste from throughout the region. Though the address is a Vacaville postal zip-code address, the landfill is not in City limits nor is it run, owned, or affiliated with the City. It is expected that there will be continued shared use of the Hay Road Landfill by these cities. The landfill also receives compostable materials from San Francisco (hauled by Norcal) as well as small commercial haulers from various jurisdictions.

Stormwater

The City's drainage system serves residents and properties within the City; therefore, there are limited opportunities for shared facilities with other agencies. The City does maintain open communication with SCWA, the responsible agency for the channelized portions of Ulatis, Alamo, and Horse Creeks.

Wastewater

There is no opportunity to share wastewater treatment facilities with other cities or special districts. Because Vacaville is a free standing city that borders agricultural or rural lands in the unincorporated area it would not make geographical or practical sense to share facilities with a city several miles away. In addition, extension of such facilities beyond the City's urban service area could be considered growth-inducing.

The City of Vacaville currently provides water and/or sewer services to a limited number of properties located outside of city limits. Based on the City's limited records, it appears that City services were provided to these properties in the 1960-1990s, which predates current state law pertaining to the extension of services outside city limits. Maps and assessor parcel numbers identifying unincorporated properties that received City utilities have been included in Appendix A.

Water

Vacaville and Fairfield benefit from the shared North Bay Regional Water Treatment Plant. There are no other viable opportunities for shared facilities.

The City of Vacaville currently provides water and/or sewer services to a limited number of properties located outside of city limits. Based on the City's limited records, it appears that City services were provided to these properties in the 1960-1990s, which predates current state law pertaining to the extension of services outside city limits. Maps and assessor parcel numbers identifying unincorporated properties that received City utilities have been included in Appendix A.

Findings and Determinations:

8.1 To enhance service efficiency and delivery, the city participates in numerous cooperative agreements with other government entities.

8.2 Mutual aid and automatic aid agreements for fire protection and suppression are in place and help ensure coordination between the city fire department and other fire providers. If not already in practice, compatibility of physical fire fighting systems (equipment, connections, fittings, etc.) and communications/radio devices are encouraged.

8.3 The Police Department has agreements with nearby law enforcement agencies to provide mutual aid.

8.4 The North Bay Regional Water Treatment Plant, which is located in Fairfield, provides potable water to the Cities of Fairfield and Vacaville. This plant is co-owned by both cities and is operated by the City of Fairfield.

8.5 Vacaville has a city dispatch center for emergency and non-emergency calls. The county has a centralized dispatch center and agreements with other agencies will be needed to improve dispatch coordination. Centralized dispatch services for the region will provide higher levels of service efficiency. The City is encouraged to participate in centralized dispatch for emergency services.

8.6 In this report, the City notes potential groundwater issues related to other ground water basin users. The City is urged to collaborate with other agencies on the resolution of groundwater system management issues and facilitate regional cooperation among the parties.

8.7 Cities, including Vacaville, cooperatively maintain open space and buffers.

8.8 The City and county public works departments are encouraged to collaboratively establish more orderly road maintenance service through the use of written agreements where possible.

8.9 As residential growth continues, integrated transit services will become a critical component in transporting individuals throughout Solano County and beyond. The City of Vacaville is encouraged to collaborate with other agencies to improve coordination of transit services.

9: Government Structure and Accountability

The City is known for its progressive approach to City services and its strong commitment to meeting its customers' needs. In a survey of Vacaville residents, more than three-fourths rated the City of Vacaville as "excellent" or "good" in providing services to its citizens. Ninety percent of residents who reported recent contacts with City government said that the City employees were courteous and helpful. The City has received numerous awards for its innovation and professionalism, including an award from the California Council on Quality and Service based on nationally recognized Malcolm Baldrige criteria.

Vacaville was incorporated in 1892 as a general law city, governed by a five-member Council, with the Mayor serving as presiding officer. The Mayor and four Council members are elected at-large by the people to serve four-year terms. The Vice Mayor is selected by the Council from among its members.

The City Council meets on the second and fourth Tuesdays of each month at 6:00 p.m. in the City Council Chambers at 650 Merchant Street. Meetings are televised live on cable TV channel 26, and are replayed on Thursdays at 9:00 a.m. Copies of agendas, minutes, resolutions, staff reports and ordinances are available for review in the City Clerk's office. Agendas and minutes are also available on the City's website.

The City Council is served by several advisory groups. These commissions are composed of residents appointed by the Council. Most actions taken by a commission are then heard and acted upon by the City Council. The City Manager is appointed by the Council to interpret and carry out Council policy. The City Council also appoints the City Attorney, who serves as the legal advisor for the City Council and staff. Both the City Clerk and City Treasurer are elected to four-year terms.

A brief description of each department follows:

City Manager's Office: The City Manager's Office oversees the entire organization, with policy direction from the City Council.

City Attorney: The City Attorney's Office and its staff provide legal services to the Vacaville City Council, Housing and Redevelopment Agency, and all City of Vacaville departments. The Office provides a wide assortment of services to the City, such as representing the City in litigation involving the City, preparing ordinances and resolutions, reviewing and preparing contracts, advising the City on all legal affairs, and other legal matters for the City departments and the Vacaville City Council. The Office does not provide legal services to members of the general public.

Administrative Services: The Department of Administrative Services is responsible for the City's human resources programs, including employee recruitment, benefits administration, training and development, and labor relations; finance operations, including budget, purchasing, accounting, and payroll; as well as information technology; risk management; public information; and management analysis.

Community Development: The Community Development Department is responsible for coordinating long-range planning and regulating private development in the City, which includes planning, zoning, and building inspections. The Department also issues building permits. This department also coordinates the activities of the City's Planning Commission. The Commission meets twice monthly to review development projects and make recommendations to the City Council.

Community Services: The Community Services Department offers an extensive variety of facilities and programs for all ages. The department also designs parks and landscaping throughout the City. Community Services operates the Vacaville Performing Arts Theater, Ulatis Community Center, Three Oaks Community Center, McBride Senior Center, Georgie Duke Sports Center and Gymnastic Center. This department also supports and coordinates the activities of the City's Community Services Commission, the Commission on Aging, and the Arts Advisory Committee, which is a sub-committee of the Community Services Commission.

Housing: The City of Vacaville's Department of Housing is responsible for the operation of programs addressing housing needs, family self-sufficiency. Programs include: Housing Services, First Time Homebuyers Program and Neighborhood Services.

Successor Agency: In January 2012, the City Council expressed its intent to serve as the Successor Agency of the Vacaville Redevelopment Agency pursuant to Health and Safety Code Section 34171(j) and 34173. The Successor Agency became active effective February 1, 2012, the effective date of the dissolution of all redevelopment agencies in the State of California. The Successor Agency's responsibility is to pay off the former agency's existing debts, dispose of the former agency's properties and assets to help pay off debts, return revenues to the local government entities that receive property taxes, and to wind down the affairs of the former agency. The Successor Agency activities must comply with Assembly Bill 1484 (the "Dissolution Clean-Up" Bill) and are overseen by a seven member Oversight Board. Two Vacaville City Council Members serve on the Oversight Board. The Successor Agency has 2 limited term full-time employees.

Public Works: The Department of Public Works is the largest and most diverse department within the City of Vacaville. It is responsible for every public facility that a citizen sees and uses except, except public safety. Public Works is organized into five divisions in order to provide the wide range of services needed by residents and businesses: Administrative Services, Development Engineering Services, Maintenance, and Traffic Engineering & Transit. Each division employs a different combination of professional, clerical, technical, labor, and operational staff to perform its specialized types of services

Utilities: The Utilities Department is responsible for the acquisition, treatment and storage of potable water, as well as the treatment and discharge of the City's wastewater. These operations are supported by administration, engineering, maintenance, pretreatment, and water quality teams working together to acquire, operate and maintain facilities and equipment, conduct extensive testing and analysis, compile and disseminate regular reports and documentation, and ensure compliance with local, state and federal regulatory requirements and ensure customer confidence and safety.

Police: The Vacaville Police Department is dedicated to providing outstanding law enforcement services to the community. The department is a service-oriented agency that prides itself on integrity, professionalism and concern for the quality of life in our community.

The Department has received state and national recognition for innovative programs and services that are unique in the profession. Among these are the Family Investigative Response and Services Team (FIRST) program, a multi-disciplinary family services team staffed by investigators, clinicians, and family support advocates. The PAL program is a partnership between the Department and local elementary schools aimed at resolving issues for at-risk youth.

Fire: The Operations Division provides both fire suppression and emergency medical services (ambulances and paramedics). The Support Services Division, through the fire prevention bureau

provides public education services, inspection services, plan checking, post-incident fire investigation, juvenile fire setter diversion; and a full range of data analysis and clerical support.

Following are some examples of public outreach and public participation:

Channel 26: All meetings of the City Council and Planning Commission are televised live on local Channel 26. In addition the City produces regular television programs on various topics to keep in touch with residents and provide them information in the comfort of their own homes.

Newsletter: The City publishes and mails periodic newsletter to keep residents informed.

Website: The City's website is under continuous updating to provide up-to-date information on City related information and meetings.

Neighborhood Meetings: The City makes extensive uses of neighborhood meetings when development proposals are proposed. The City's Land Use & Development Code was amended to require a much broader mailing radius of public notices than what is required in state law.

Other Governance Issues

Vacaville is a full-service municipality offering residents and businesses many services that might be provided by special districts in other cities. Therefore, there are no feasible opportunities for alternative providers of service within the City or its future annexation areas. As previously mentioned, much of the City's industrial and business parks remain within SID, a provider of non-potable water.

However, there is one area within the sphere of influence where there is a non-city provider of municipal services. Within the Rice McMurtry annexation area, there are some parcels located within the boundary of the Rural North Vacaville Water District (RNVWD). This district was formed to provide potable water to the unincorporated English Hills area. The City is on record with LAFCO as not objecting to these parcels having overlapping boundaries in both the Vacaville sphere of influence and RNVWD provided that they are detached from the district at time of annexation to the City.

Findings and Determinations:

9.1 The City of Vacaville has a comprehensive program of public communication, accessibility, outreach and transparency across departments.

9.2 The government structure is orderly and consistent with the services provided.

10: LAFCO Policies Affecting Service Delivery

Several of LAFCO's policies may affect the operation of the City. As the City updates and amends its general plan and sphere of influence the revised LAFCO sphere policy will guide the process. The city's new sphere policy allows for near term and long term spheres, where the near term sphere includes territory that will be proposed for annexation in the next five years. The long term sphere is designed to include territory that will be served in the next 5 to 20 years.

In the past the City has received many requests for out of area services. Government Code Section 56133 in CKH describes the conditions that LAFCO may allow out of area services. Generally out of area services are permitted if the subject territory is within the sphere and annexation is imminent. An exception is for health and safety issues. LAFCO policies identify conditions under which qualify as a health and safety issue. However, there are some locations/neighborhoods near the City limits where water and/or sewer facilities have been extended outside city limits. According to records, these services were provided prior to 1990, some as early as the 1970s. LAFCO records concur with our records. For more detailed information, refer to Chapters 4, 6, and 8.

Often when an area is developed it is annexed to the City and is detached from the Vacaville Fire District. LAFCO's Standard 11 allows for the fire district to be compensated for loss of revenue. The compensation formula is determined by the City and the fire district. If no agreement is reached the LAFCO Commission makes the final decision.

11: Summary of Findings and Determinations

4: Growth and Population Projections

4.1 Vacaville's location, moderate home prices, supply of residentially-designated land, accessibility to job markets, and reputation as a family-friendly town are contribute to a higher-than-average residential growth rate.

4.2 Vacaville is forecasted to add 7,000 jobs between 2015 and 2035

4.3 General Plan Policies related to orderly and logical growth are compatible with Solano LAFCO policies.

4.4 Long-term annexation areas will not be annexed to the City within the 5- to 10-year planning period of the most current Municipal Service Review and Comprehensive Annexation Plan.

4.4 The City is capable of providing municipal services to the near term annexation areas within the planning horizon of this municipal service review.

4.5 The location and potential for future land use and/or development proposals in the unincorporated Locke Paddon Community have the potential to impact the City. This is an "Area of Interest" to the City of Vacaville and Solano County is encouraged to collaborate with the City when considering development and land use changes there.

5: Disadvantaged Unincorporated Communities

5.1 There are no known disadvantaged unincorporated communities adjacent to the City of Vacaville.

6: Present and Planned Capacity of Public Facilities

6.1 – Animal Control

6.1.1 Animal control services are adequately provided by the City of Vacaville through contracts with SPCA, a non-profit organization for animal control and shelter and Solano County for shelter services.

6.2 – Fire

6.2.1 Vacaville has a city dispatch center for emergency and non-emergency calls. Calls originating outside the City limits are transferred by city dispatch to the California Highway Patrol dispatch center. Centralized dispatch services for the region will provide higher levels of service efficiency. The City is encouraged to participate in centralized dispatch for emergency services.

6.2.2 The City response time standard of 7 minutes 90 percent of the time. Response time has been maintained with growth. Detailed quantitative analysis at the time a project is proposed ensures adequacy of service prior to annexation.

6.2.3 As of April 1, 2017, Vacaville's ISO rating has been elevated from a rating of 3 to a rating of 2.

6.2.3 Vacaville Fire Protection District participates in automatic aid responses in designated areas and also participates in a Mutual Aid Plan with other fire departments in Solano County.

6.2.4 The city's SOI is currently served by five fire protection districts. When annexation occurs, Vacaville Fire Department is the service provider in annexing areas. Mitigation agreements are in place to offset the financial impacts to detaching districts.

6.3 – Law Enforcement

6.3.1. VPD has increased law enforcement staffing from the 2014 MSR (from 97 to 103). The current ratio of officers is 1.12 per 1,000 residents and is lower than the Federal Bureau of Investigations recommended national standard of two officers per 1,000 residents.

6.3.2 Staffing levels are 1 full-time sworn officer for every 855 residents, and 1 full-time non-sworn office for every 1,663 residents. This represents an increase in total number of officers per capita.

6.3.3 The adopted police response time standard is 6 minutes and 1 second. VPD is currently meeting the Priority I standard with an average response time of 6 minutes exactly. This is a better average response time than noted in the 2014 MSR (7.1 minutes for priority one calls) due to the increase of officers.

6.3.4 Vacaville has a city dispatch center for emergency and non-emergency calls. Calls originating outside the City limits are transferred by city dispatch to the California Highway Patrol dispatch center. Centralized dispatch services for the region will provide higher levels of service efficiency. The City is encouraged to participate in centralized dispatch for emergency services.

6.4 – Parks and Recreation

6.4.1 The City is currently deficient in meeting park service standards in the neighborhood and community parkland categories, but exceeds the standards for the regional and total parkland categories.

6.4.2 New residents resulting from growth will need additional parkland. To meet the City's parkland standards, an additional 91 acres of neighborhood parkland and 50 acres of community parkland will be needed.

6.4.3 Terms are negotiated for neighborhood parks in development agreements, however the City does not have a Quimby Act ordinance.

6.4.4 Accessible open space includes land owned by the City of Vacaville (or other nonprofit or public agency) that is publically accessible for limited recreational use and is maintained in a natural or non-intensive developed state.

6.4.5 Special purpose facilities and centers include buildings that house recreational programs and/or facilities and may or may not be located on properties owned by the City but operated by the Community Services Department and/or under contract to the Department for its programs.

6.4.6 City residents have preference for programs and services. Non-residents may register for City recreation programs and use of City facilities, however residents are given a one week priority registration period for City recreation programs, and non-residents are charged a 15 percent non-resident fee.

6.5 – Public Works

6.5.1 There are no written road maintenance agreements but the city and county public works departments work together cooperatively on an informal basis in some places. Road maintenance agreements would be an effective mechanism to increase service efficiency where roadway segments are in the city then county, then back to city along the road length. The City and county public works departments are encouraged to collaboratively establish more orderly road maintenance service through the use of written agreements where possible.

6.5.2 As residential growth continues, integrated transit services will become a critical component in transporting individuals throughout Solano County and beyond. The City of Vacaville is encouraged to collaborate with other agencies to improve coordination of transit services.

6.5.3 Using the Metropolitan Transportation Commission's Pavement Management Program pavement condition index, as of April 2016, approximately 57.7% of the City's road network has a PCI of 70 or better.

6.5.4 Eight of 79 city intersections currently operate below the acceptable LOS threshold identified in the General Plan. A number of streets and interchange improvements are proposed with possible development time-frames ranging from 2016 to 2035.

6.5.5 The City's Transportation System Management Ordinance has established requirements for employers to promote alternative commute modes. The city provides park and ride facilities with bus service and promotes alternative fuel vehicles.

6.6 – Solid Waste

6.6.1 The City contracts with Recology Vacaville Solano for solid waste pick-up and disposal. The Recology Hay Road facility has sufficient capacity to accommodate the current and future solid waste disposal needs of the City.

6.6.2 The City meets or exceeds the State-mandated waste diversion goals and has done so every year for the past decade.

6.6.3 Solano County and its incorporated cities have successfully diverted more solid waste from landfills than the State-mandated diversion rate of 50 percent each year. Based on recent solid waste generation trends, it can be expected that jurisdictions in Solano County will continue to meet diversion goals as the population grows in the future.

6.7 – Stormwater

6.7.1 The major stream courses, which flow through the City of Vacaville, are generally in their natural state and alignment. The natural portions of the creeks generally do not have adequate flow capacity to convey a 100-year storm event.

6.7.2 Several storm drains will experience flooding during the 10-year storm due to high water levels in the creeks which prevent the storm drains from performing as designed.

6.7.3 The Storm Drainage Master Plan analysis has identified existing drainage deficiencies and reaffirms the need for regional detention basins. The city is making progress, is pursuing grant finding and has purchased land for detention basins.

6.7.4 As of the date of this report, official analysis has not been completed for the heavy 2016-2017 winter season. City drainage improvements appear effective, with only minor flooding of a few streets noted.

6.8 – Wastewater

6.8.1 The City of Vacaville provides water and/or sewer services to a limited number of identified properties located outside of city limits. These connections are believed to predate current state law pertaining to the extension of services outside city limits and the properties may not be appropriate for annexation.

6.8.2 The Easterly Wastewater Treatment Plant is permitted and designed for 15 MGD capacity. Current flows are 7.5 and capacity is sufficient for the 5 year planning horizon of this municipal service review.

6.8.3 The collection system is not reported by the city to have deficiencies. As part of the on-going management of the wastewater collection system, the City conducts flow monitoring and sanitary sewer system capacity evaluations. Approximately 20 percent of the system is inspected each year, so that over the course of each five-year period, the entire system is inspected.

6.8.4 In accordance with the NPDES regulations and requirements, on occasion system monitoring shows an incident or violation. Since the 2014 MSR, Easterly WWTP received eight incident reports and rectified them all.

6.9 – Water

6.9.1 The City of Vacaville provides water and/or sewer services to a limited number of identified properties located outside of city limits. These connections are believed to predate current state law pertaining to the extension of services outside city limits and the properties may not be appropriate for annexation.

6.9.2 The city uses a diversity of water sources (surface and ground water) and two water treatment plants that allow flexibility and ensure adequate water supply under various conditions.

6.9.3 The City will initiate a Recycled Water Master Plan.

6.9.4 Current demand and current water supply assessment confirm there is adequate water supply to meet current and projected future demand for water.

6.9.5 Vacaville and the City of Fairfield collaboratively use the North Bay Regional water treatment plant for mutual benefit.

6.9.6 In this report, the City notes potential groundwater issues related to other ground water basin users. The City is urged to collaborate with other agencies on the resolution of groundwater system management issues and facilitate regional cooperation among the parties.

7: Financial Ability to Provide Services

7.1 The City uses a variety of funding mechanisms and sources, maintains appropriate reserves, uses fund accounting, and demonstrates transparency in its financial transactions. The descriptive information provided to LAFCO is clear and understandable.

7.2 The City uses a budget procedure and competitive bidding process to ensure avoidance of unnecessary costs associated with obtaining outside services and capital improvements construction.

7.3 The City periodically reviews rates and fees related to each department as a part of the budget process to ensure that rates and user fees remain reasonable while providing adequate revenue to support and maintain the services for which they are charged.

7.4 The City Council has established a policy of maintaining an operating reserve in the General Fund equal to at least 15% of ongoing operating expenditures, or approximately 3 months of operating cash flow. The reserve is at 17.5% of operating expenses or approximately equal to four months of operating cash flow.

7.5 While the city has experienced shortfalls in past years and has used reserves to balance the budget, reserves are now at or above the desired levels.

7.6 City of Vacaville does not levy a utility user's tax and maintains a lower tax burden on its citizens than some other cities.

8: Status and Opportunities for Shared Facilities

8.1 To enhance service efficiency and delivery, the city participates in numerous cooperative agreements with other government entities.

8.2 Mutual aid and automatic aid agreements for fire protection and suppression are in place and help ensure coordination between the city fire department and other fire providers. If not already in practice, compatibility of physical firefighting systems (equipment, connections, fittings, etc.) and communications/radio devices are encouraged.

8.3 The Police Department has agreements with nearby law enforcement agencies to provide mutual aid.

8.4 The North Bay Regional Water Treatment Plant, which is located in Fairfield, provides potable water to the Cities of Fairfield and Vacaville. This plant is co-owned by both cities and is operated by the City of Fairfield.

8.5 Vacaville has a city dispatch center for emergency and non-emergency calls. The county has a centralized dispatch center and agreements with other agencies will be needed to improve dispatch coordination. Centralized dispatch services for the region will provide higher levels of service efficiency. The City is encouraged to participate in centralized dispatch for emergency services.

8.6 In this report, the City notes potential groundwater issues related to other ground water basin users. The City is urged to collaborate with other agencies on the resolution of groundwater system management issues and facilitate regional cooperation among the parties.

8.7 Cities, including Vacaville, cooperatively maintain open space and buffers.

8.8 The City and county public works departments are encouraged to collaboratively establish more orderly road maintenance service through the use of written agreements where possible.

8.9 As residential growth continues, integrated transit services will become a critical component in transporting individuals throughout Solano County and beyond. The City of Vacaville is encouraged to collaborate with other agencies to improve coordination of transit services.

9: Government Structure and Accountability

9.1 The City of Vacaville has a comprehensive program of public communication, accessibility, outreach and transparency across departments.

9.2 The government structure is orderly and consistent with the services provided.

12: References

- Association of Bay Area Governments, 2013. *Plan Bay Area: Strategy for a Sustainable region*. Available online at: http://files.mtc.ca.gov/pdf/Plan_Bay_Area_FINAL/Plan_Bay_Area.pdf. Accessed in 2017.
- City of Vacaville, 2016. Operating Budget and Capital Improvement Program FY 2016/2017. Available online at: <http://www.cityofvacaville.com/modules/showdocument.aspx?documentid=6123>.
- City of Vacaville, 2014. Operating Budget and Capital Improvement Program FY 2014/2015. Available online at: <http://www.cityofvacaville.com/modules/showdocument.aspx?documentid=2568>. Accessed in 2017.
- City of Vacaville. 2015. *City of Vacaville General Plan*. Adopted 2015, Amended 2016. City of Vacaville. Available online at: <http://www.cityofvacaville.com/index.aspx?page=486>. Accessed in 2017.
- City of Vacaville. 2015. *Housing Element of the Vacaville General Plan*. Adopted May 12, 2015. Available online at: <http://www.cityofvacaville.com/index.aspx?page=882>. Accessed 2017.
- Solano LAFCO. 2014. Municipal Sphere of Influence Map. Website: www.solanolafco.com/maps.htm. Accessed February 2017.
- The Planning Center, DC&E. 2013. *City of Vacaville General Plan and Energy and Conservation Action Strategy EIR (SCH#2011022043)*.
- City of Vacaville. 2017. City Council Agenda Item No. 9C Staff Report for the General Fund Midyear Budget Report and Resolution of The City Council of The City of Vacaville Approving Expenditure Adjustments to the 2016-17 Fiscal Year Budget in the Amount of \$2,529,901 General Fund and \$826,766 Non-General Fund And Approval of the Current Pay Schedule per Government Code Section 20636.1. Available online at: http://vacaville.granicus.com/Viewer.php?view_id=5&clip_id=1453&meta_id=70692. Accessed in February 2017.

Appendices

A: Maps of Unincorporated Properties Receiving City Sewer and Water Services

B: Vacaville-Solano Irrigation District Master Water Agreement

C: Joint Powers Authority Agreement between Vacaville-Fairfield-Solano Greenbelt Authority and City of Vacaville.

D: Joint Powers Authority Agreement between the City of Vacaville and the California Department of Corrections

APPENDIX A



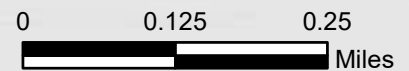
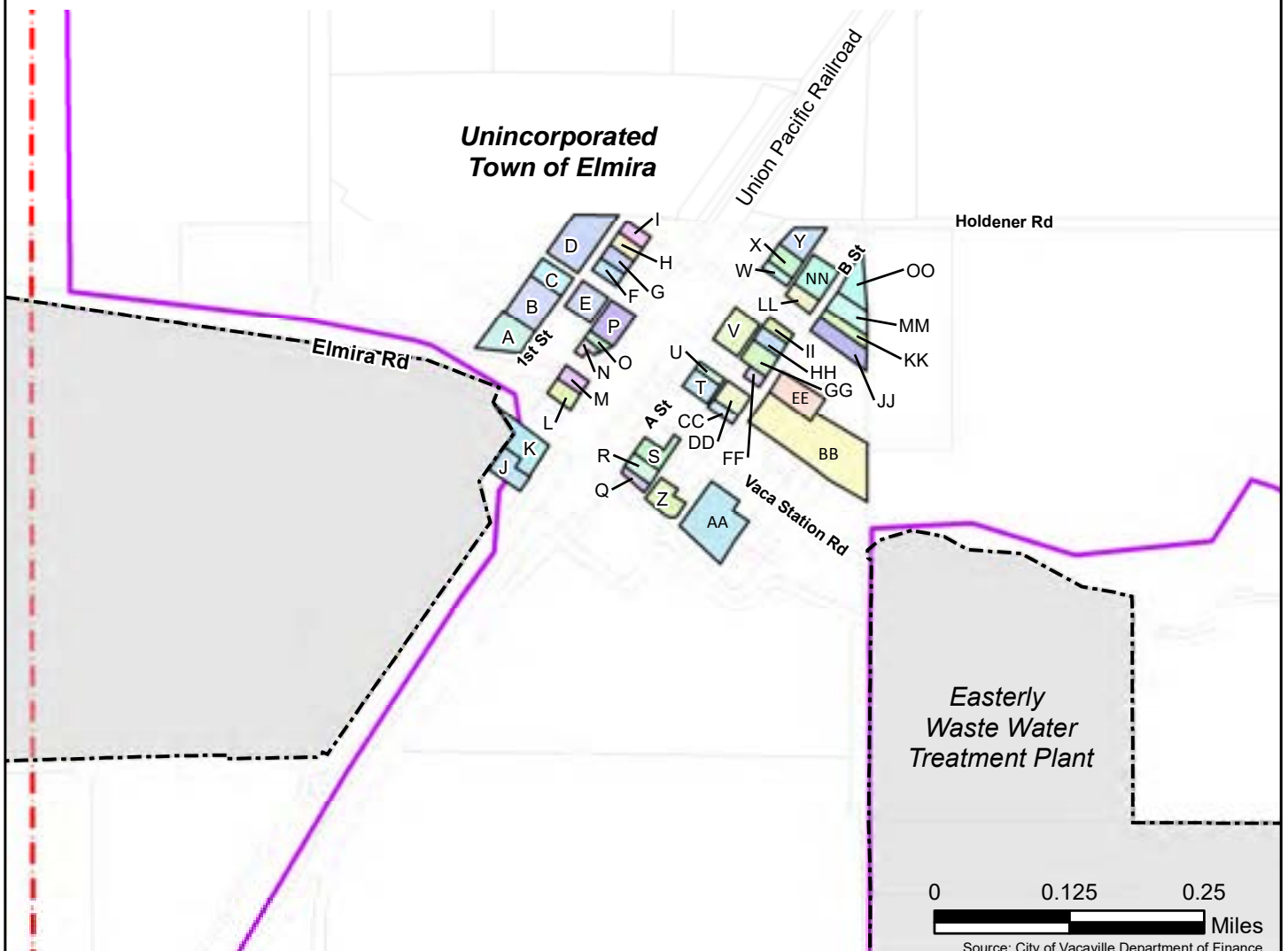
Unincorporated Properties that Receive City Sewer

Legend

	142-020-030/5975 First Street		142-034-030/6095 California Pacific Road		142-102-050/6075 B Street
	142-032-020/6101 First Street		142-034-020/6097 California Pacific Road		142-102-040/6079 B Street
	142-032-010/6103 First Street		142-091-010/6060 A Street		142-103-070/6084 B Street
	142-034-060/6108 First Street		142-091-020/6064 A Street		142-101-070/6087 B Street
	142-033-010/6110 First Street		142-091-030/6066 A Street		142-101-100/6091 B Street
	142-033-020/6114 First Street		142-102-020/6084 A Street		142-101-090/6095 B Street
	142-031-010/6117 First Street		142-102-030/6092 A Street		142-101-040/6099 B Street
	142-033-030/6118 First Street		142-101-020/6098 A Street		142-044-010/6100 B Street
	142-033-040/6112 First Street		142-043-020/6112 A Street		142-044-020/6104 B Street
	142-062-020/6059 California Pacific Road		142-043-030/6116 A Street		142-043-080/6105 B Street
	142-062-010/6065 California Pacific Road		142-043-040/6120 A Street		142-044-030/6108 B Street
	142-061-040/6081 California Pacific Road		142-091-080/6055 B Street		142-043-070/6109 B Street
	142-061-150/6083 California Pacific Road		142-093-150/6058 B Street		142-044-040/6112 B Street
	142-034-040/6093 California Pacific Road		142-103-060/6072 B Street		

Boundaries

- Urban Growth Boundary
- 2015 Planned Sphere of Influence
- Vacaville City Limits



Source: City of Vacaville Department of Finance



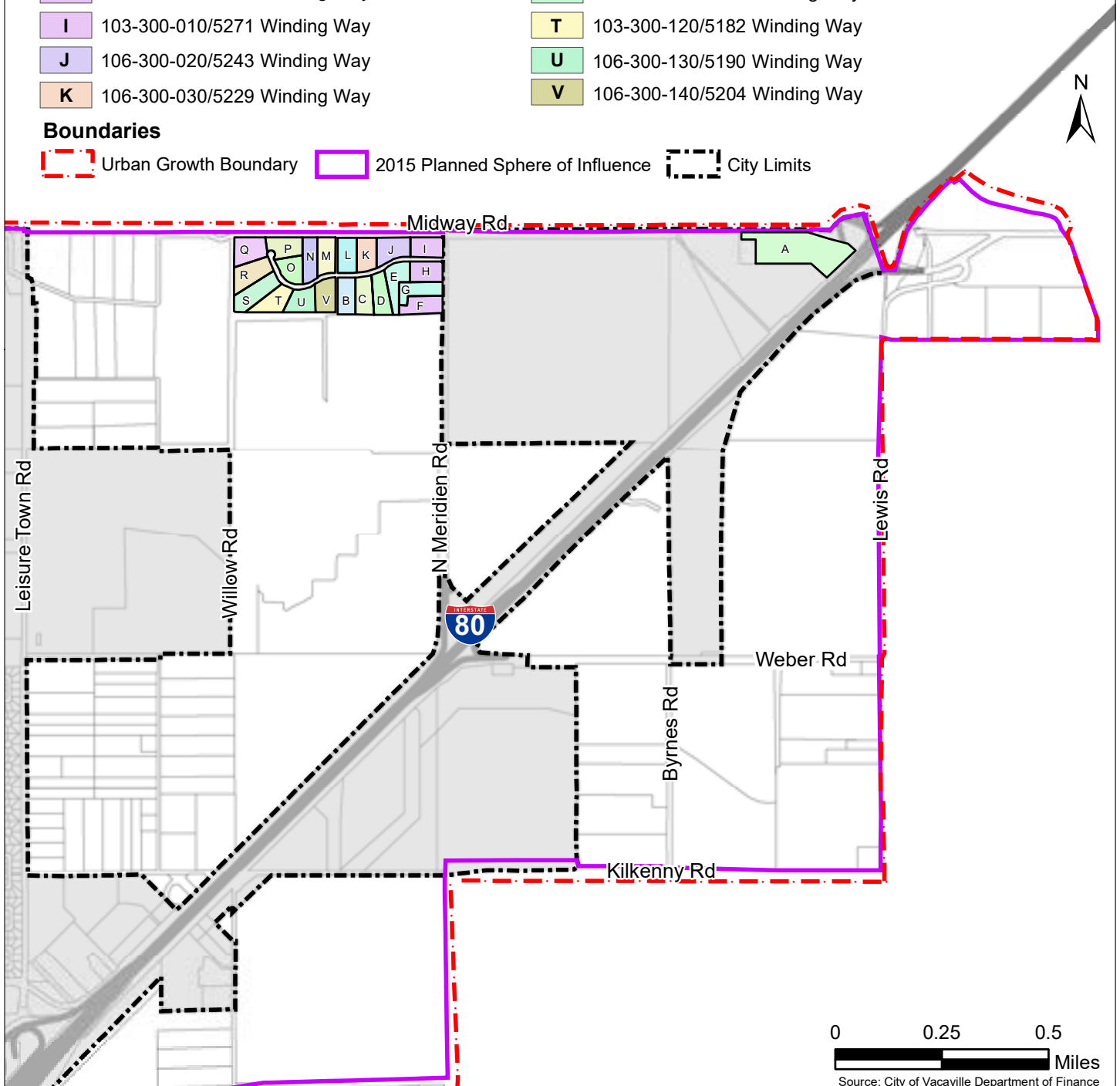
Unincorporated Properties that Receive City Water

Legend

A 109-220-140/1416 Midway Road	L 106-300-040/5215 Winding Way
B 106-300-150/5216 Winding Way	M 106-300-050/5207 Winding Way
C 106-300-160/5224 Winding Way	N 106-300-060/5195 Winding Way
D 106-300-170/5236 Winding Way	O 106-300-070/5183 Winding Way
E 106-300-180/5248 Winding Way	P 103-300-080/5181 Winding Way
F 106-300-220/7273 North Meridian Road	Q 106-300-090/5162 Winding Way
G 106-300-210/7281 North Meridian Road	R 106-300-100/5178 Winding Way
H 106-300-190/5270 Winding Way	S 103-300-110/5174 Winding Way
I 103-300-010/5271 Winding Way	T 103-300-120/5182 Winding Way
J 106-300-020/5243 Winding Way	U 106-300-130/5190 Winding Way
K 106-300-030/5229 Winding Way	V 106-300-140/5204 Winding Way

Boundaries

- Urban Growth Boundary
- 2015 Planned Sphere of Influence
- City Limits





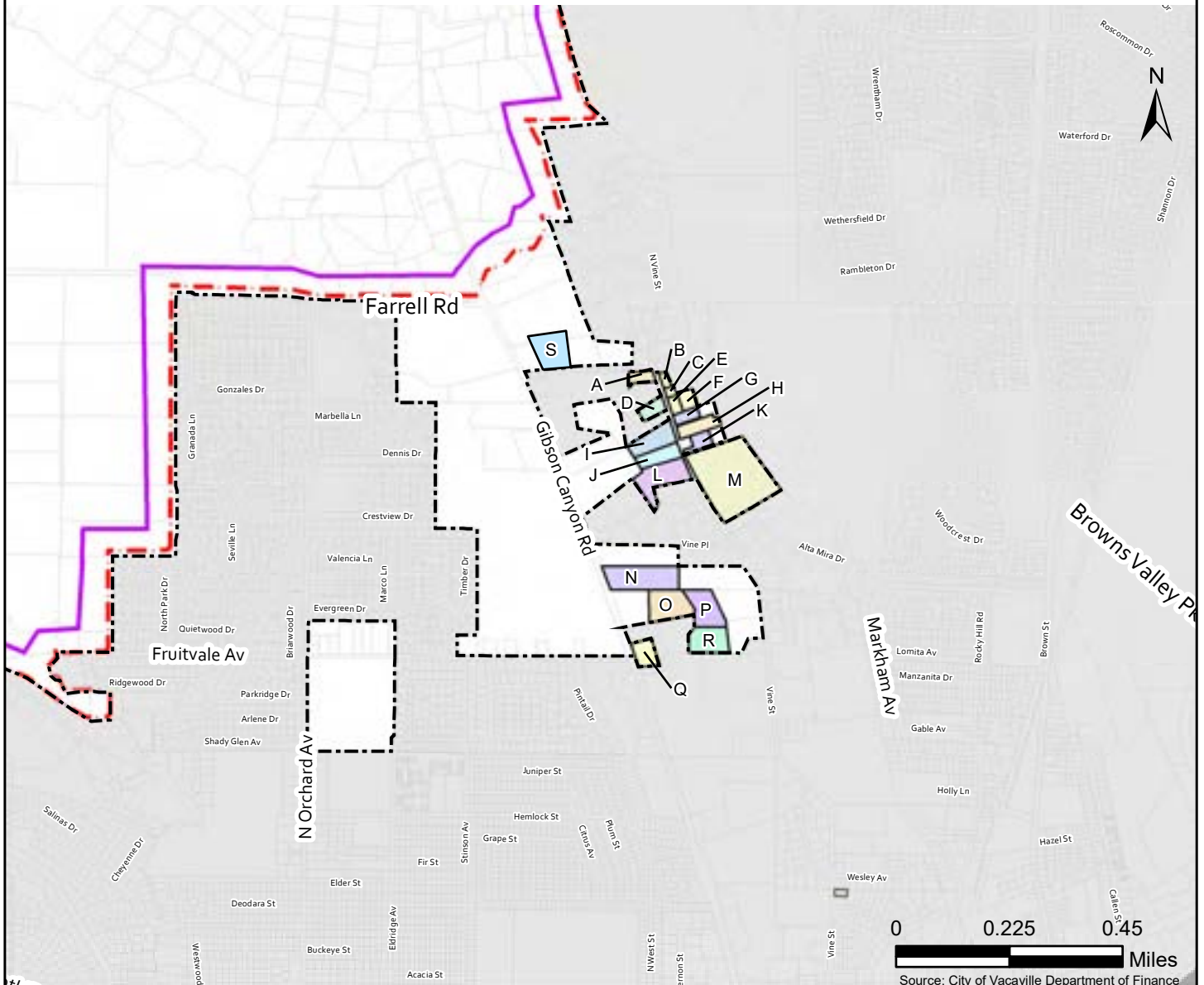
Unincorporated Properties that Receive City Water

Legend

- | | | | |
|----------|------------------------------|----------|------------------------------------|
| A | 129-031-030/372 Vine Street | J | 129-020-020/316 Vine Street |
| B | 129-032-140/ 360 Vine Street | K | 129-032-020/306 Vine Street |
| C | 129-032-120/ 348 Vine Street | L | 129-020-030/288 Vine Street |
| D | 129-031-010/342 Vine Street | M | 129-040-040/264 Vine Street |
| E | 129-032-080/336 Vine Street | N | 129-080-060/161 Vine Place |
| F | 129-032-090/330 Vine Street | O | 129-080-140/4203 Vine Court |
| G | 129-032-060/324 Vine Street | P | 129-080-130/4207 Vine Court |
| H | 129-032-040/321 Vine Street | Q | 129-080-110/4222 Vine Court |
| I | 129-020-010/318 Vine Street | R | 129-080-050/442 Gibson Canyon Road |
| | | S | 129-010-170/420 Vine Street |

Boundaries

- Urban Growth Boundary
 2015 Planned Sphere of Influence
 City Limits



Source: City of Vacaville Department of Finance

APPENDIX B

MASTER WATER AGREEMENT

- **Conformed to the First Amendment effective November 20, 2001¹**
- **Conformed to the Second Amendment dated June 15, 2010 and effective from and after February 28, 2010**

THIS AGREEMENT, is made and entered into this 25th day of May, 1995, by and between the **SOLANO IRRIGATION DISTRICT**, an irrigation district organized and existing under and by virtue of Division 11 of the Water Code of the State of California (hereinafter referred to as "District") and the **CITY OF VACAVILLE**, a municipal corporation, formed and existing under the laws of the State of California (hereinafter referred to as "City").

RECITALS

The parties hereto agree that the following recitals are true and correct and that they reflect the understanding and intent of the parties in making this Agreement.

- 1. Unprecedented Growth:** Pressures from urbanization within Solano County have affected both lands within municipal boundaries as well as lands in unincorporated areas of the County, including large portions of property within District's boundaries and service areas. These growth pressures are inconsistent with and were not contemplated by existing water contracts, allotments and distributions. In particular, urban growth pressures have caused continued disruptions in the ability of District to protect and preserve agricultural lands. As increased urbanization has occurred in both incorporated and unincorporated areas of Solano County, District has been requested to supply waters to these urban areas from its apportionment from the Solano Project and from other water sources available to District.
- 2. Need for Municipal Water:** City has insufficient water allotments to supply new urban uses for full buildout of the 1990 Vacaville General Plan, as adopted by and as amended the Vacaville City Council in August, 1990 as of the date of this Agreement (hereinafter "General Plan"). If new water supplies are not made available then accommodation of new population growth in Solano County will be curtailed in municipal areas such as the City of Vacaville, all to the potential detriment of the preservation and protection of prime agricultural lands due to pressures arising from, among other things, the attempt to meet the fair share housing needs of the region. Even with the full provision of the water contemplated under this agreement, City will not have enough water for full build under the General Plan and must, therefore, either work with District or others to secure additional supplies of water or revise the General Plan to reduce areas proposed to be annexed in the future.
- 3. Protection of Lands in Agricultural Production:** As urbanization of agricultural land occurs, District is annexing other agricultural areas in Solano County which are deficient in water supplies and which may be pumping amounts of groundwater in excess of the sustained yield of the groundwater basin. Those lands are limited in area and if they are to be supplied from waters apportioned to District from the Solano Project, those lands may be at some distance from the District's facilities further, the annexation of new lands to District does not directly address the pressure to convert agricultural lands to urban uses. City and District both desire to protect the continued use of productive soils for agricultural purposes in the County of Solano. City and District have worked together, and will continue to do so,

¹ The parties agreed in the Second Amendment (on page 6) that on March 1, 2010, and thereafter the First Amendment shall have no further force or effect.

toward the development of additional water supplies to insure that sufficient supplies for municipal and agricultural needs can be met and that agricultural and municipal water prices remain economic for farmers, orchardists, residents and commercial and industrial water users in Solano County.

4. Agreement to Address Various Water Service Relationships: This agreement is intended to formalize the water service relationships between City and District. Therefore, this agreement makes those amendments and clarification's necessary for the full implementation of the agreement between City and District commonly referred to as the "1972 Agreement". By fully implementing the 1972 Agreement relative to lands presently within the corporate boundaries of City, in-fill annexations within those present corporate boundaries, and Lower Lagoon Valley , the parties will complete that cornerstone of the water service relationship between City and District. City and District believe that further implementation of the 1972 Agreement supports the mutual policies of City and District to concentrate urban uses and densities within the city limits of City, reducing thereby the pressure to convert agricultural lands outside of the City boundaries to municipal uses. City and District find that four (4) District service areas (1.) the "triangle" area of the 1972 Agreement, (2.) the Nut Tree area, (3.) the Allison-Ulatis area, and (4.) the Lower Lagoon Valley area, all as shown in Exhibit "B" and hereinafter referred to as "the four areas" represent, along with in-fill annexations within those areas, the maximum City area of development contemplated by the principles of the 1972 Agreement, such that the 1972 Agreement should be clarified and quantified to settle that aspect of the water service relationship between City and District. In addition, City's General Plan incorporates certain goals of particular relevance and importance to District expressed by their District Board and which directly relate to the purposes of this Agreement.

This agreement addresses the mutual goals of District and City including, but not limited to:

- a. Ensuring that scarce natural resources, such as water, are allocated and utilized to maximize community benefits.
- b. Ensuring that the rate of residential growth within the City boundaries is consistent with availability of public facilities, infrastructure and services.
- c. Protecting the natural environment that City's citizens and District's landowners and water users enjoy.
- d. Establishing as a condition of District's providing water to City and lands within City's boundaries in the four areas ultimate urban boundaries to the east and south of City, and long term limits on the west and north including, in particular, the agreement by City not to expand or consider expanding into the area adjacent to and west of the existing city limits between Foothill and Mix Canyon Roads, until, at least, the year 2005.
- e. Accommodating reasonable urban growth consistent with regional housing needs while maintaining productive agriculture on prime soils. The General Plan and this agreement recognize the need to give priority to the preservation and protection of prime agricultural lands.
- f. Recognizing that urban sprawl is a problem for City, District and agricultural interests and, therefore, phased, moderate growth is beneficial to the municipal and agricultural communities as a whole. A shared policy between City and District could provide both urban and agricultural interests a comprehensive and secure basis for future urban and agricultural investments.

g. That it was to the mutual benefit of City and District to support each other's predominate social purposes by:

- 1.** having City plan for and provide a buffer area on its Northwestern, southern, and eastern limits in order for the District to protect prime agricultural lands from new urban expansion,
- 2.** having District supply additional water to City in order to facilitate urban development within prescribed boundaries which further District's goals of insuring the long-term stability of agricultural production beyond those urban boundaries and its goal of providing an economic base from which the District can continue to supply water to lands within District and City common boundaries.

h. Finally, the agreement seeks to establish a framework for the joint and mutual use and coordination of use of groundwater within the Urban Service area. District recognizes that City relies upon its underlying groundwater resources in addition to water from the Solano Water Project through Putah South Canal, the North Bay Aqueduct, and pursuant to the provisions of the existing 1972 Agreement. City and District are committed to joint efforts to protect groundwater in the area and to protect the City's and District's continued use of groundwater resource.

5. The District and the City agree to continue to work collaboratively together on joint water issues that are mutually beneficial to both agencies and Solano County.²

² Recital 5 was added by section 2.1 of the Second Amendment.

NOW, THEREFORE, in consideration of the mutual and sufficient promises and forbearance set forth herein, the parties hereto agree as follows:

AGREEMENT

SECTION 1. DEFINITIONS It is mutually understood and agreed that the following words and phrases shall have the meanings respectively ascribed by this Agreement and set forth below:

- A. **"Agricultural Service Area"** shall mean those lands designated on Exhibit "A" which are beyond the proposed urban service limits of City under the 1990 General Plan as amended as of the date of this Agreement and within the service area of District north of the Vacaville-Fairfield Greenbelt to Silveyville Road and its westerly extension, west of 1-80 and Vaughn Road easterly of 1-80. Water service by District within the Agricultural Service area will be limited in accordance with Section 4 below.

- B. **"Non Residential Development"** shall mean all development other than Residential Development, such as commercial and industrial uses including, but not limited to, industrial, commercial or offices uses, public facilities, landscaping, open space, parks, golf courses, airports and including all public service infrastructure required thereby or appurtenant thereto.

- C. **"Residential Development"** shall mean individual single and multi-family units, including all public service infrastructure appurtenant thereto.

- D. **"Greenbelt Buffer"** shall mean those areas of land described in Section B or designated on Exhibit "A" as Greenbelt-Buffers and which represent lands within or between two or more Cities or a city or any area not planned for urban use and other incorporated and unincorporated areas of the County and as to which agricultural uses are maintained or urban services such as the provision of streets, water, and wastewater collection and are limited, or prohibited by this Agreement.

- E. **"Urban service area"** shall mean the area planned for urban use. Such area may be expanded in the future to the extent that such expansion is consistent with Section 3 of this Agreement.

- F. **"Approval of Urban Development"** includes, but need not be necessarily limited to, an action by City or District to allow annexation, rezoning, pre-zoning, the subdivision of property, other entitlements for use or the extension of urban infrastructure such as roads, utilities, water and sewer service and includes any other action of City or District which encourages or makes feasible the ultimate urban development of lands.

- G. **"Serve Water to Lands"** shall mean the direct or indirect provision of water for use on such land either by application to the soil or by human or physical consumption. "Indirect" shall include the provision of water by either party to any agency other than the cities of Vacaville or Dixon. For purposes of this agreement, "provide" means to physically deliver, allot, sell, exchange or contract for delivery, allotment, sale or exchange directly or indirectly.

- H. **"Four Service Areas"** shall mean the 1972 Agreement Area, The Nut Tree Area, The Allison-Ulatis area and Lower Lagoon Valley as shown on Exhibit B, included in these areas are

the limits of residential areas. Additions to service areas for non-residential uses shall be considered under Section 5.3 of this Agreement.

I. "Water Delivered to City" shall mean all that water delivered by District to City for the City to treat and deliver to its own customers.

J. "Direct Delivery by District" is all that water delivered by District to its own customers.

SECTION 2. DESCRIPTION OF PLANNING AREAS Exhibit "A" previously incorporated herein by this reference is a map depicting, among other things, the following:

- A. Present City municipal limits; as of 1994;
- B. The Urban Service Area of the 1990 General Plan;
- C. The Vacaville-Fairfield-Solano County existing Greenbelt-Buffer area, and
- D. The Agricultural Service Area of District between the northern boundary of the Solano-Fairfield-Vacaville Greenbelt Buffer and Silveyville Road and it's westerly extension west of I-80 and Vaughn Road easterly of I-80.

SECTION 3. AGREEMENT BY CITY TO LIMIT ANNEXATIONS AND DEVELOPMENT BEYOND URBAN SERVICE AREA FOR TERM OF AGREEMENT

Consistent with the goals and policies of its revised and amended General Plan, City agrees that it shall not annex land or approve urban development or serve water to lands as follows:

- A.** During the term of this Agreement in any area to the south of the approximate center line of the Vacaville-Fairfield-Solano County Green Belt Buffer, at Lower Lagoon Valley or the Vacaville-Fairfield-Solano County Greenbelt Buffer, Shown on Exhibit A;
- B.** Prior to January 1, 2005, in the area to the north of the intersection of Foothill Boulevard and Pleasants Valley Road and west of the city limits of City existing on the date of this agreement; After January 1, 2005, in this area, City will not be in violation of the terms of this agreement if it approves urban development so long as no other term and condition of this agreement is violated thereby. The area of potential urban development approval after such date shall not extend North of the Long Term Planning area of the 1990 General Plan shown upon Exhibit A;
- C.** Prior to January 1, 2010, to the north of Midway Road and east of Interstate 505, nor thereafter for the term of the agreement unless and until a Greenbelt Separator is developed and implemented between City and the City of Dixon with the written agreement of District which Agreement will not be unreasonably withheld, and which Greenbelt Separator Agreement includes the purpose and effect of preserving the agricultural uses of land within the area;
- D.** During the term of this Agreement, in the area to the east of the urban service area, east of the existing alignment of Leisure Town Road as shown on Exhibit A; or
- E.** As mutually agreed in writing in the form of an amendment of this Agreement by and between City and District in the future, within the area described above in which urban development approval of City is prohibited. As provided in the City General Plan, the City and SID will in the future consider expansion of the development area as far east as the PG&E transmission line right of way subject to the expansion of the width of the greenbelt.

SECTION 4. AGREEMENT BY DISTRICT TO LIMIT WATER SERVICE

4.1 District agrees that it shall not serve water to lands within the Agricultural Service Area during the term of this agreement except for:

- A.** Agricultural irrigation use, and
- B.** Within the common service area of the City of Dixon and Solano Irrigation District to lands annexed to the City of Dixon for municipal and industrial purposes, and
- C.** Service for residential use on the date of this Agreement or after the date of this Agreement to (1) single owner-occupied dwellings on parcels of 20 acres or larger or (2) parcels less than 20 acres in size if the lots were of record existing on the date of this agreement, or (3) to such other dwellings necessary for personnel directly and primarily involved in the agricultural use of property, and
- D.** Agriculturally related commercial and industrial uses such as commercial nurseries, agricultural products processing plants and storage facilities, and
- E.** Water service for use for residential, municipal and industrial purposes within existing sub-service areas of District existing on the date of this agreement such as those for the township of Elmira, the Gibson Canyon area, Blue Ridge Oaks, Quail Canyon area and the Pleasant Hill Ranch Subdivision.

4.2

- A.** Unless mutually agreed by City and District, District agrees it will not serve lands east of the Urban Service Area, to the east of Leisure Town Road below Interstate 80, nor north of Midway Road to the east of Interstate 505 except for agricultural uses in accordance with this section in order to insure that lands beyond this area are not threatened by urbanization due to development considered for approval by Solano County, or by a proposed new municipality.
- B.** District agrees during the term of this agreement not to provide water service to lands outside of the Agricultural Service Area but which lands are within the long term planning area of City or adjacent to its planning area as shown in the 1990 General Plan of City such as English Hills, Steiger Hills and Allendale areas except upon the following conditions and if such service or cooperation in service meets the following criteria.
 - 1.** The zoning and County General Plan for the area provide for the maintenance of a rural residential character which shall mean lots not less than 2.5 acres will be permitted in the future and density will not be greater than 125 residential units per square mile except if a planned unit development achieves such density by open space or other dedication.
 - 2.** The water to be provided to the area by the District is water which District's Board of Directors finds will not detract from the ability of District to

meet the obligations to City under the terms of this Agreement including the protection of groundwater quality, quantity, and reliability.

SECTION 5. DISTRICT PROVISION OF WATER TO CITY; TERMS FOR THE PROVISION OF WATER: COST OF WATER

5.1 "Amounts of Water"

Subject to the other limitations of this Agreement, including without excluding others, the provisions of paragraph 5.2 H hereof, during the term of this Agreement, unless there is a breach of this Agreement by City, District shall deliver annually to City that amount of water determined under this agreement to be equivalent to 2 acre feet of water per gross acreage of land within the four areas described in Exhibit B which acreage are either presently within or are planned to be annexed to City in the future and which areas are annexed at the time water delivery is received by City. The four areas represent areas in which predominately agricultural uses have been or are planned to be changed to urban uses and within which the lands are within the District's boundaries, were within the District's boundaries when the 1972 Agreement was made, or which were contemplated to be part of the 1972 Agreement with respect to lands between the Putah South Canal and Interstate 505 and to the north of the Nut Tree Airport. The four areas are those shown on exhibit "B" which is incorporated herein as though set forth in full.

A. City and District agree that a quantity of 2 acre feet of water will be used as a multiplier for the gross acreage in the four areas shown on Exhibit B which is either presently within or are planned to be annexed to the City from time to time to determine the maximum quantity of water to be provided by District for use within the four areas annually under this Agreement, plus any amounts which may be provided under Section 5.1 F and G.

B. It is agreed by the parties that only industrial and commercial use lands (non-residential development) will be permitted to remain within the boundaries of District and that lands to be developed for residential uses will be detached from the District and will pay all detachment fees reasonably requested by the District related to the amounts of debt or contractual encumbrances incurred by lands within the District and accrued or reasonably projected liabilities or costs which will have to be borne by other lands as a result of the detachment of the subject lands. Such fees are established by the District and approved by the Solano County Local Agency Formation Commission as a condition of City annexation of District lands.

C. It is agreed between District and City that should any of the District lands described within Section 5 B³ above escape payment of the detachment fees sought by District through any means when developing for residential use, the lands will not be provided with water under the terms of this Agreement and that the obligation of District hereunder will be reduced in accordance with the amount set forth in Section 5 (A). City agrees to take all reasonable steps to require the payment of the reasonable detachment fees sought by District from time to time.

D. City agrees to require the lands which are to be developed for nonresidential purposes within the four areas shown upon Exhibit B to remain within the boundaries of

³ Refer to section 5.1.B.

District and remain subject to all charges, standby charges, fees, assessments and other costs associated from time to time with District's functioning. If any of such non-residential use lands shall be detached from District after the approval of this Agreement, the maximum amounts of water to be provided by District to City herein shall be proportionately reduced by the amount of acreage so detached in accordance with Section 5.1B. Except as presently planned by City, and shown on Exhibit B no amount of water will be provided by District for any residential uses of the land shown on Exhibit B thereof should the land use be changed from non-residential use purposes to residential by the City.

E. The amounts of water required to be delivered by District to City and/or to the non-residential lands may, at the sole discretion of the District, be reduced if District's entitlement to water from the Solano Project is reduced through regulatory, judicial or legislative action or drought restrictions. The amount of any such reduction will be the same proportional reduction based on the District's total supply from all sources, and may apply to the amounts of water deliverable by District to City hereunder during the period of the reduction or limitation upon enjoyment and use by District of the water sources available to it. However, due to health and safety concerns District will seek all reasonable means to supply water under this Agreement to City and shall first attempt to reduce irrigation deliveries to lands within the four Agreement areas shown on Exhibit B, consistent with District's policy and practices for allocation of irrigation water in the District.

F. City and District agree that the acres calculated for the four areas shown on Exhibit B is 5,025 which results in a commitment by District to City to supply up to 10,050 acre feet of water annually under and in accordance with the schedule described in 5.2 F below. Further, in addition to said amount up to 10,050 acre feet per year of water and in order to assist City in the provision of new employment opportunities which will benefit the residents of both City and District, District agrees to provide the additional water actually used by Genentech, Inc. for facilities built within City and within District by said company upon non-residential land within the area described in Exhibit B,, but not to exceed 1,000 acre feet annually, so long as the facility remains in operation.

G. City may blend the allocation of water in accordance with the terms of this Agreement from the areas shown in Exhibit "B" to other areas within City as necessary to meet demands as development occurs in order to address the water needs of actual development, but in no case may the aggregate total of 10,050 acre feet per year plus the amount required for Genetech described in Section 5.1 F above be exceeded under this agreement and in no event will nonresidential development in the areas within Exhibit "B" be denied development due to lack of water so long as the quantity of water to be provided under terms of this Agreement is delivered to City by District unless such development would exceed 10,050 acre feet of water. This provision does not, nor is it intended to, limit City's ability to deny development on other grounds, to change land use designations within the areas shown on Exhibit "B", to impose water conservation obligations on new development which allows thereby the use of said water in other areas of City, to establish water provision or limitations based upon the availability of infrastructure, to establish limits on the gallons of water per day to be served per acre of development, or to set other limits on the use or provision of water.

This Agreement is not intended to limit District and City from establishing other water service agreements or to limit the ability of City to purchase water from District on a year by year, case by case basis should District have such water available for sale. District, at its sole discretion, may from time to time provide additional water above the amounts established under Section 5.1 G and 5.1 H herein for commercial or industrial uses within the areas shown on Exhibit "B" which uses require unusually large water demands as a result of the nature of their commercial or industrial processes in excess of the averages established for commercial and industrial development within said areas. Such water will not be subject to the price limitations of this agreement.

H. The point, or points, of delivery shall be mutually agreed upon by City's Public Works Director and the Secretary/Manager of District. City shall be responsible for and provide treatment distribution, storage and pressure from the point of delivery. The points of delivery shall not burden District or add to the costs of the District. The delivery schedule to City by month will be set by District and City annually so that District is not deprived of capacity or the ability to use other water supplies available to it from District's facilities, District's costs are not increased, and subject to operational considerations of District.

I. Inasmuch as District may continue to provide variable amounts of untreated water to customers for use from District's facilities for agricultural and other needs within the four areas shown on Exhibit B, that portion of the maximum quantity of water which is available for delivery to City will be calculated on March 1 by deducting the amount of water served directly by District within the areas shown on Exhibit B during the previous water year (March 1 to February 28). The quantity of water served by District within City limits will be calculated by multiplying the irrigated agricultural acreage by 2 acre feet plus the metered total of all other water delivered directly by District to consumers within the area. That total amount will be deducted from the maximum amounts of water calculated in Sections 5.1 (A), 5.1(F) to determine the amount which is available for delivery to City for treatment and distribution in any water year.

J. Present water service by District to lands within District's boundaries and within City's limits, but which are not within the four areas specified in Exhibit "B" such as District's own facilities or the Elmira Cemetery, shall continue to have water delivered to said lands and said continued service by District shall not be counted toward the maximum amounts of water to be provided to City under this agreement.

K. As new urban development proposals are approved within the four areas shown on Exhibit B, which will be served untreated water, City will require that irrigation distribution systems be constructed at no cost to District and delivered to District for this purpose in accordance with District specifications and as a part of new development plans approved by District City will also require that existing irrigation facilities be protected, relocated, or reconstructed underground as reasonably required by District to accommodate the development. Timing of the construction or relocation of improvements shall be at the reasonable discretion of City and District, except that District will not be required to incur any additional; costs or risks in delivery of water if City delays their construction and delivery to District, and City will provide for those risks and costs to be borne by City

L. As for uses within the four areas shown on Exhibit B lands desiring treated water, from City's treatment facilities, City shall treat such water and deliver it to such users. City shall pay District as a wholesaler of untreated water for water delivered to the City and shall be responsible for distribution, treatment, storage, pressure, billing and collection as to these waters. Where a non-residential developer within the Urban Service Area desires only untreated water, with the approval of the City, the District may deliver such water directly for distribution, billing and collection to their customer. Delivery of such water shall be made from District at a point or points of delivery as reasonably determined by the City Public Work Director and Secretary/Manager of the District.

M. This Agreement does not modify the water rights or contractual entitlements of either of the Parties, and nothing contained herein shall be deemed to alter, modify, or in any manner affect the respective water rights or entitlements of the Parties.

N. The parties acknowledge City's need to reasonably attempt to meet its appropriate "fair share" of the regional housing and that having residential uses developed within the existing limits of City and such additional areas that may be annexed to City will relieve pressures on existing agricultural lands to convert to residential development.

5.2. Rates and Charges

A. During each water year, commencing with Water Year 2010 (March 1, 2010), water delivered by District to City under this agreement and used by City within the four areas described in Exhibit B shall be charged to City at the rate of \$120.00 per acre-foot, adjusted annually by the Cost of Living Index, whether the City takes delivery or not, as provided in Section 5.2.F. The said charges for water will be automatically adjusted by the annual Cost of Living Index, which shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. City Average, not seasonally adjusted, with a reference base of 1967 = 100, as published by the U.S. Department of Labor, Bureau of Labor Statistics, for the prior year (hereinafter referred to as the "Cost of Living Index" or "Index"). The base Index for water rate adjustments shall be the CPI-W for December 31, 2009 which was 630.600, and adjustments for the change in the Index shall be measured by the Index on subsequent dates of December 31 and applied to the payments for the following water year.⁴

1. The City may at any time prior to November 1 of any year during the term years after March 1, 2010, give notice that it intends to pay a lump sum for one half of future payments of the water rate of \$120.00 per acre-foot, adjusted by the Cost of Living Index, on not more than one half of the amount of water required to be purchased by City under the Water Purchase Schedule in Section 5.2.F.2, as amended plus the full amount of any additional amount of water purchased under the terms of Section 5.2.F.2.f. Said lump sum will be paid by City to District in cash monies due and payable within 30 days after the start of the following water year or the date upon which City desires to begin taking

⁴ Section 5.2.A was amended by section 2.2 of the Second Amendment.

delivery of said additional water, whichever occurs first. City shall pay the lump sum equal to the amount of \$2,500.00 per acre-foot adjusted by the Cost of Living Index. Upon payment of the cash lump sum as adjusted by the Cost of Living Index, the remaining amount payable each year commencing with April 1 of the water year following the election to pay the lump sum and each year thereafter during the term and extended term of this Agreement for the elected additional water shall be the product of the amount of water for which the cash lump sum payment was made times one half of the current water rate established in Section 5.2.A adjusted by the Cost of Living Index. In addition, to parallel the terms of agreements District has entered into with other cities taking water from the Solano Project, upon election and payment of said cash lump sum, City shall pay upon each acre-foot of said elected additional water the charges of the Solano County Water Agency (SCWA) applied to Solano Project water, and any taxes, fees, assessments or similar governmental charges levied or imposed by governmental entities other than SCWA, which are charged or levied because of the use or disposition of the elected additional water by City.⁵

B. The amounts to be paid by City to District do not include charges, assessments or fees including special standby charges, established by District for lands within District's boundaries which shall be paid by these lands to District. City recognizes and supports District's need to establish special standby charges or modification of existing rates, charges and standby charges in order to rehabilitate infrastructure which, within urban areas is more complex and expensive than in rural areas and to assist in developing conjunctive uses and to assist in the development of additional water resources.⁶

C.⁷

D. For each acre foot of water amounts delivered by District to City, District will pay to the Solano County Water Agency, Bureau of Reclamation, or such other public agencies holding title to the Solano Water Project, the amounts due for the water delivered by such agency to District and then delivered to City under this Agreement; provided however, if the cost or charge per acre-foot or additional tax, benefit assessment or other means or combination of means of collecting the costs of the water shall exceed \$15.00 per acre foot for municipal and industrial water and which is applicable to all other Solano Project users, the amount in excess of said sum, shall be added to the water price payable by the City to District.

E. As for lands within the areas shown on Exhibit B which are not within the District, upon commencement of development said lands shall either annex to District with the lands or the City paying all annexation fees, charges and costs as established by the District Board of Directors. City and District recognize that some existing Subdivided lands within areas shown in Exhibit B may not be able to be required to annex to District. City shall require annexation to District whenever legally possible to do so. In all other cases City shall strongly urge annexation to District and if annexation does not occur City shall only serve such lands with treated water and District shall not

⁵ Section 5.2.A.1 was added per section 2.3 of the Second Amendment

⁶ A portion of Section 5.2.B was eliminated per Section 2.4 of the Second Amendment.

⁷ Section 5.2.C was eliminated per Section 2.5 of the Second Amendment.

provide direct delivery of non-potable water to such lands. Should annexation not be possible, City will pay on behalf of such lands to District an amount equivalent to the property taxes, assessments or special standby charges, which District would charge were said lands within District in order to meet District's present or future indebtedness for the operation, maintenance, or rehabilitation costs. City hereby guarantees payment annually to District of the amount of assessments, fees, and charges of the District that are collected from similar properties which have not detached from District. District shall not be entitled to additional payment from City upon the water delivered by District within the municipal and industrial service area shown on Exhibit B and located within the District's boundaries measured by the actual water use within the area which shall be stipulated to be part of the water delivered by District under this Agreement if the reduction in receipts from property taxes, assessments and standby charges from that area within the District is solely a result of reductions in the market value of land and improvements within the area of the municipal and industrial use.

F. In reaching the amount of water to be supplied by District to City hereunder, the following provisions shall apply:

1. At present, District is delivering a certain amount of water directly to the City for treatment and use in the areas shown on Exhibit B, which amount is estimated to be approximately 1,000 acre feet of water per water year. District shall continue to provide such water through February 28, 1999 and City will pay for that amount whether City asks for delivery or not.

2. Water purchase by City under this Agreement will be according to the following schedule, which is presented in tabular form in Attachment 1, Water Purchase Schedule.

a. Beginning in the 2010 water year, District will supply to City, and City will purchase a total of 2,500 acre-feet.

b. City shall be required to purchase an additional 125 acre-feet for each water year commencing with water year 2011 through water year 2015. Hence, in water year 2015, City will purchase 3,125 acre-feet.

c. Thereafter City shall be required to purchase an additional 200 acre-feet for each water year commencing with water year 2016 through water year 2020. Hence, in water year 2020, City will purchase 4,125 acre-feet.

d. Thereafter City shall be required to purchase an additional 300 acre-feet for each water year commencing with water year 2021 through water year 2039. Hence, in water year 2039, City will purchase 9,825 acre-feet.

e. Thereafter City shall be required to purchase an additional 225 acre-feet for water year 2040 for a total of 10,050 acre-feet of water, which equals the maximum amount available under the terms of the agreement, as amended. City shall be required to purchase said maximum

amount for the remaining term of the agreement.

f. In any water year, City may request prior to November 1, that District increase the amount of water purchased above the minimum amount required to be purchased or paid for in the following and subsequent years. The amount purchased by City shall become the base to which the additional amounts required to be purchased or paid for in subsequent water years shall be added, and Attachment 1, the Water Purchase Schedule, shall be revised accordingly.

Examples of these calculations are shown in Attachment 1A which is not a part of the Second Amendment or a part of this amended Agreement.

g. In no event shall the District be required to supply in any water year, more than the sum arrived at by subtracting from 10,050 acre feet of water, the amount of water for direct delivery by District within the four areas, plus any actual use by Genentech, Inc. in conformance with Section 5.1(F) above and additional water which may be provided under Section 5.1(G).⁸

3. Further, as provided in Section 5.1(I) above, in any year District shall deduct from the maximum water available to City, up to 2 acre feet of water for each acre of land within the four areas shown on Exhibit B which are directly served by District for agriculture, plus the metered direct deliveries by District up to 2 acre feet per acre for other uses by Non-Residential Development in these four areas which are outside the City. Said water costs shall not be charged to City and will, instead, be directly charged by District to its individual water customer. For such areas within City the amount deducted shall be the metered amount or, for irrigated agriculture 2 acre feet per acre.

4. Should City wish to seek more water from District during any year other than provided under the schedule in 5.1.f 2, City may, by a request filed with District by the month of November preceding any water year, request that District supply City up to an additional 2,000 acre feet of water in the following water year, for which City will pay District in accordance with the other terms and conditions of this agreement. Whether District has supplies available to meet City's request shall be solely determined by District and shall not be subject to arbitration.

5. After determination of the amount of water to be made available to City, City shall be required to pay for $\frac{1}{3}$ of such water at the rate established by this agreement by April 1st and the remainder within 30 days of the end of the water year regardless of whether City utilized such water or not.

G.⁹

H. If the amount of water delivered to City is more than the amount of water used

⁸ Section 5.2.F.2 was amended per Section 2.6 of the Second Amendment.

⁹ Section 5.2.G was eliminated per Section 2.7 of the Second Amendment.

by the City in the four areas described in Exhibit B or if City has ordered additional water from District pursuant to Section 5.2 F 3 above, the City shall, before entering into an agreement to provide for a sale of water to persons or entities notify District of its determination that there is surplus water available in writing at least thirty (30) days before a proposed transfer. The notice shall specify the proposed sale, the buyer, all consideration and terms, both direct and indirect to be obtained and received by City.

Within thirty (30) days following receipt of said written notice, District may, elect to (i) withdraw an amount of water equal to the amount in excess of water being used by City in the four areas shown in Exhibit B, up to the excess water supplied by District to City under this agreement, during the period of the sale and City shall owe nothing whatsoever for such amount; or (ii) District may elect to approve the sale or any part of the amount of water; or (iii) District may elect, to receive, one-third of any consideration or value in excess of the amount paid by City to District in that water year to which the transfer is applicable upon the transferred water at the blended rate applicable to that water year. If any of the consideration received by the City is not monetary, and parties cannot agree upon the value so received, an arbitrator shall determine the value received by City for that consideration and one-third of the total excess value received of monetary and non-monetary consideration shall be paid to District.

City shall not be restricted or limited by this Agreement from entering into agreements between City and other member units of the Solano County Water Agency which are for the exchange of North Bay Aqueduct water for Solano Project water upon a one-to-one basis over a period of time to maximize capacity in facilities or to provide other operational benefits as contrasted with monetary benefits to City. City will provide notice to District of such agreements. If the water use in the four areas in Exhibit B is less than the water provided to City by District, then such agreements may have a term no greater than five years unless agreed to in writing by District nor shall they restrict or limit exchange of Solano Project water or capacity in the Solano Project with other Solano Project contract holders for firm entitlement water which provide for an equalization of the exchange for longer than five years.

5.3 Addition of New Lands to Agreement

It is further mutually agreed that, at the sole discretion of District, additional lands maybe added to this Agreement and with the District providing water to City at the rate of 2 acre feet per acre there for if (1) the lands are within District, (2) the lands are annexed to City and (3) the lands are for non-residential uses.

SECTION 6. IRRIGATION USE OF MUNICIPAL RECLAIMED WATER

A. City agrees that it will not serve municipal reclaimed water directly or indirectly to lands within District except

1. If necessary for City to meet the requirements of state or federal law so long as City insures that (1) no additional direct or indirect costs are incurred by District or its customers; (2) no property is required to utilize such water without their permission, and (3) City may not use Eminent Domain to acquire any lands or interests for the purpose of compelling the use of such water;

2. on property which at the time of execution of this agreement is owned by City;

3. Pursuant to a voluntary agreement which may not be required by arbitration between District and City and District jointly agree to market or serve municipal reclaimed water, or

4. As otherwise agreed by the parties.

B. Within the four areas where irrigation distribution systems (not main line District distribution systems used for agricultural deliveries) have been constructed and delivered to District for irrigation of landscaped areas within the four areas described on Exhibit B and as described in Section 5.1 K, the District will, without cost to City, return ownership of such lines to City, or if not owned by District will authorize use of such lines by City, for City to supply municipal reclaimed water to such areas for landscaping purposes at such time as City has such reclaimed water available and such facilities can be returned to City without the incurrence of cost and expense to District in the operation of its services and District can continue to provide water service to its other customers from the affected facilities in accordance with all laws, regulations and reasonable practices. City will be responsible for maintenance of such lines during period of use by City or following change in ownership of such lines.

SECTION 7. OBTAINING PERMANENT ALTERNATIVE WATER ENTITLEMENTS BY

CITY. City is encouraged by District to obtain permanent alternative water rights or supplies including, but not limited to reclaimed water from the City wastewater treatment system or water from any other source. If, thereby, City shall not order and take the full amount of water supply available to it under the terms of this Agreement due to the obtaining of other water supplies, then, upon one year's prior written notice to District that City will not need such water in the future, District shall permanently withdraw said amount of water from water available to City under this agreement. If the new water supply is not sufficient to allow City to permanently reduce its need for water under this contract, then City may notify District that it will not take the amount of water provided under Section 5 above for any water year. If District can market such water, then City will not be charged by District except for the special standby charges and property assessment. If District cannot market such water, then, in addition to the special standby charges and property assessments, City shall pay full cost of water that would have otherwise been charged.

SECTION 8. PROTECTION OF AGRICULTURAL LANDS BY LIMITING GROWTH AREAS OF CITY

City and District recognize that the establishment of buffers and transition areas between the area made subject to urban development under the General Plan of City and agricultural lands is essential to the maintenance of agricultural lands and the orderly urban development of City. For that reason, City agrees to commence to consider and provide for the implementation of urban/agricultural greenbelt-buffers and the acquisition of development rights, where necessary and appropriate, within said greenbelt-buffers. Whether or not these greenbelt-buffers are established by City, City agrees not to annex land or to provide approvals of Urban development within the area of or extending beyond the greenbelt-buffer areas except in limited conditions permitted in this Agreement.

A. The three greenbelt-buffers to be established, or if already established, to be maintained during the term of this agreement are:

- 1.** The presently existing greenbelt between City and the City of Fairfield shown on Exhibit A. Land use within this Greenbelt will be in conformance with the existing Greenbelt Agreement between Vacaville, Fairfield and Solano County;
- 2.** A greenbelt of at least 500 feet in width to the east of Leisure Town Road beyond a development area of 1,000 feet in width. As provided in the City General Plan, the City and SID will in the future consider expansion of the development area as far east as the PG&E transmission line right of way subject to the expansion of the width of the greenbelt.
- 3.** A greenbelt-buffer to be developed by and between City and the City of Dixon in the future including the area described extending easterly of the urban service area
- 4.** Such other Greenbelt buffer areas which may be agreed to by the parties.

B. The elements of the greenbelt as related to the areas described in Section 8 A 2,3, and 4 shall be that (1) there is a prohibition upon sewer service and potable water service by the City within and beyond the area, provided, however, if City owns on the date of this Agreement any land within a Greenbelt area and for custodial care and maintenance it is reasonable to provide for water or sewer service and such water or sewer service will not permit expansion of the City use of its real property and no excess capacity is built in these facilities, then District will reasonably approve that service; (2) the uses permitted are such that they will not stimulate or encourage urban growth to extend into the agricultural areas lying beyond the particular buffer area, and will not burden or deter the use of adjacent agricultural lands for intensive agricultural purposes; and (3) the buffer and the implementation of the goals of the buffer shall be to prevent expansion of urban-type development into the agricultural service area of District during the term of this agreement.

C. Because it is unknown whether City can provide for the implementation of the terms of this agreement in regard to establishment of some of the Greenbelt-buffers, and whether District will agree that those buffers and the terms thereof will sufficiently guarantee the preservation of agricultural land uses and limit the demand upon District's water supply by City, City agrees with District that it will not during the term of this agreement directly or indirectly provide for urban services, including sewer, water transmission, recreation or similar urban-type services to those lands described in Section 8 A.2 and 3 without the written permission and consent of District given in advance. Should City violate this provision, District

may invoke the terms and provisions of Paragraph 10.(D). The use of an area within the Greenbelt buffer for urban flood control detention ponds will not constitute an urban service.

1. City Agrees not to extend urban services or to seek development of the areas beyond such proposed greenbelt buffers for the term of this Agreement; and
2. City will not during the term of this Agreement, permit, encourage or provide directly or indirectly water, sewer or any other City service directly or indirectly to any area within established greenbelt buffers beyond the same, except as reasonably needed for holding water in detention basins, for the maintenance of landscaping areas, or for agriculture, and City will use its best efforts to insure use of the greenbelt area is to provide an area to reasonably protect agricultural uses adjacent to the City from urban development or urban impacts.

D. City will use all reasonable and best efforts to acquire title to or an interest in greenbelt buffer areas either solely by or in conjunction with District, or in the name of a third party non-profit organization established to take and hold title to open space, or to otherwise insure the preservation of the greenbelt buffers during the planned periods applicable to these areas.

SECTION 9 COORDINATION OF FUTURE GROUNDWATER EXTRACTION

A. Both City and District agree that coordinated extraction of groundwater within the City Urban Service Area as shown on Exhibit "A" and in those areas of the Agricultural Service Area which may adversely impact City's reliance on groundwater as the primary source of the City's water supply or which may degrade either the quality or quantity of the groundwater the City relies upon is in the best interests of both City and District in order to protect existing groundwater supplies for use by District and City and in order to meet their respective governmental functions and to insure that permanent overdraft of groundwater within the Tehama related formation will not occur. To this end City and District agree to begin sharing well data and to mutually work together toward implementing AB3030 agreements for groundwater management.

City and District agree that one of the purposes of this Agreement is to prevent the drilling of additional wells within the 72 Agreement area shown in Exhibit "B" or in areas within one-half (1/2) mile from the exterior boundaries of City's Urban Service Area as shown upon Exhibit "A" until 2005 neither party will provide for the drilling or development of wells within such areas except as follows:

- 1.** City proposes four (4) wells to provide the remedying of circulation, water quality and system capacity problems in the area shown upon Exhibit "B" and labeled "Proposed City Well Sites". Before proceeding with construction of the proposed wells, City will provide all design information for review by District. City shall be entitled to provide for the development of these wells, if the wells are the most economical and reasonable means to provide for the solution to the capacity and circulation problem in City's system and if City abandons the wells located on the proposed North Village Properties simultaneous with the development of new well capacity. If City permits private or quasi-public entities to develop and utilize new well capacity within the City's control within the areas shown on Exhibit B, the water produced by these wells will be treated as water available to City under the terms of this agreement and will entitle the District to reduce the amounts of water provided under the agreement in amounts equal to 2 acre feet of water per acre of the development or the actual amounts produced by the private wells, whichever is less.
- 2.** District also proposes two wells shown on Exhibit "B" and labeled "District Well Sites". These wells have been proposed for several years to augment District's Water Distribution system in the Midway Road area. Before proceeding with construction of the proposed wells, District will provide all design information for review by City. City also recognizes that District may wish to locate said wells in some other areas along Midway Road.
- 3.** City presently proposes two additional wells, the first on land to the south of 1-80 near the interchange of Midway Road (Robert's property). The second on Alamo Drive between Vanden and Leisure Town Road.
- 4.** A replacement well of either party is not considered to be an "additional" or "new" well so long as the well is not increased in capacity above its historic annual yield.

B. City and District agree that neither will provide for the installation of facilities for use of groundwater within the four areas other than as described in Section 9A. City and District agree to limit the amount of water to be extracted from the wells in order to comply with any requirements or restrictions as may be determined from the results of the AB3030 plans currently being implemented, but in no case more than 2,000 acre feet for each party in any year from within the 1972 Agreement area shown in Exhibit "B" until the year 2005. City and District agree and recognize that individual landowners may have a right to install wells outside as well as within City limits. City and District agree that if any such landowners do install wells for urban development in the future that City and District will not provide backup service, will not in any way accept such water into the respective City or District distribution, storage or treatment facilities system or in any way authorize or permit through development permits new treatment facilities systems or authorize introduction of that water into the system for fire flow, beneficial use, landscaping or any other purpose without the written approval of the other party.

The parties mutually acknowledge the complexity and difficulty inherent in determining the safe annual yield in the '72 Agreement area shown in Exhibit B in question. If, after 2005, the parties have not determined and agreed to the safe yield of groundwater in this area then the parties will continue to seek to determine the safe annual yield and shall also;

1. be able to pump more than 2,000 acre feet per year each from the wells of City and District described herein. Each party may make their own determination to pump additional groundwater above 2,000 acre feet per year. Each party shall share all well data from said areas with the other party.
2. in order to protect against the potential of overdraft in non-drought conditions, the parties will follow a "staged mitigation plan" which includes the following elements:
 - a. Beginning in 1996, the parties will prepare a monitoring plan and will monitor well data for a five year period, in order to track water use and groundwater levels. This well data will be used to establish the "normal condition" of the groundwater use and recharge for the areas in question.
 - b. The parties will continue to monitor the wells in the area following the determination of the "normal condition" and shall identify "trigger mechanisms" for determining a falling groundwater level.
 - c. If during a future five year period the groundwater levels do not recover to normal levels, then the parties will declare a "caution condition" and mutually agree to closely monitor levels for a period of two years to determine if general water conservation measures or voluntary reductions in groundwater pumping have achieved the appropriate level of recovery.
 - d. If levels of groundwater have not recovered during the period of the "caution condition", then both City and District would agree to implement the following mitigation measures:
 1. Both parties will reduce by 10% the groundwater pumping in the

effected areas until groundwater levels return to the normal condition.

2. If after two years the levels continue to fall, the District and City shall determine and agree to further reductions in the groundwater pumping greater than 10%, until groundwater levels return to normal conditions.

3. Further mitigation that the City and District may agree to, include one or more of the following:

- Both parties will replace groundwater with surface sources of water.
- The City would not allow new residential development within the City.
- The District would not service new residential development outside the District.
- The District would not allow new annexations to the District.

C. After ten (10) years, if District proposes and wishes authority to drill additional well(s) beyond the City limits but within an area one-half mile from the exterior of City's urban service area or if City proposes to drill additional wells within an area of one-half mile of the exterior of City's urban service area and the design of the well(s) is such that with the available data it is likely that the well(s) will have a significant impact upon the reliability or the annual capacity of the other party's wells, then District or City shall be prohibited from providing for any additional extraction capacity within that area. If the wells will not have a significant impact and will not interfere with the planned conjunctive use of the wells of the other party, such authority will not be unreasonably withheld and the installation of those wells and integration into the party's existing or future distribution system may proceed. A "significant impact" is any such impact which will either reduce the other party's nearest well's pumping capacity on a permanent basis or which would exceed a 5% reduction in the extraction in any year of the nearest well of the other party.

D. At no time during the term of this agreement shall the City drill wells beyond its City limits, or District within City limits.

SECTION 10. REMEDIES FOR VIOLATION OF AGREEMENT

Should City violate the provisions of this Agreement relating to urban services or approval of urban services, it would cause damage to District in that further pressures for urbanization of agricultural lands would occur and the costs of maintaining and operating District as a whole would be greatly increased. As urbanization of agricultural lands occurs and the service area of agricultural water is decreased, the operation and maintenance costs of District do not decrease in the same proportion as the agricultural land which is converted to urban purposes and many of the costs of operating and maintaining the District facilities continue without the concomitant ability to add additional lands to the District reduction or increase, thus placing a larger financial burden on the remaining lands within the District.

Should District violate the provisions of this Agreement relating to urban services or approval of urban services, it would cause damage to City as it would increase demands for, and costs of, City services and impair thereby City's ability to carry out the terms and conditions of its General Plan by increasing demands upon municipal services from development outside of City including but not limited to, adverse impacts upon City's streets and highways, parks and recreation, police and fire protection which would not be paid for by the areas developed within District's boundaries, but outside the City, as a result of the provision of water by District.

District and City agree that either party may utilize any remedy in equity or at law for the enforcement of any of the provision of this Agreement including, but not limited to, specific performance of the terms of this agreement and each party stipulates that it will stipulate in Court, arbitration or any other procedure for enforcement of this Agreement that the terms and provisions of this Agreement are unique, that the damages ensuing from a failure to comply with the terms and provisions of this agreement may not be adequately remedied by damages and that specific enforcement of the terms of this Agreement would not violate any principle of law prohibiting the enforcement of discretionary legislative authority of powers of City or District.

Further District and City agree that:

- A.** They have each attempted to make an investigation into the economic damages and added expenses to District and City from the urbanization of any of the Greenbelt-buffer areas described in Sections 3, 4, and 8.
- B.** City and District have each attempted to trace and calculate the injuries and damages which would be suffered by District and City as a result of the service of water to and for urban uses of any of the lands prohibited to be served herein and consequent effect of inducing urban use on agricultural-open space lands; and the effect of removing or diminishing the agricultural-open space lands in the immediate proximity of City.
- C.** It is presently extremely difficult and impracticable to fully ascertain and determine the damages to District and City which will occur as a consequence of City's or District's provision of municipal and industrial water to any of the lands described in Sections 3, 4 and 8.
- D.** City and District agree that after investigation they have mutually established and agreed upon these damages for each gross acre of land for which approval of urban development occurs or urban services occurs by City or served water by District in violation of the prohibitions set forth in sections 3, 4 and 8 herein, the aggrieved party may elect the following

damages for each violation hereof:

1. City may elect to annually receive from District five (5) acre-feet of water for each acre foot of water served District by in a water year in violation of this agreement for so long as violation shall exist, subject to the payment by City to District of the annual cost of said water at the minimum wholesale rate set by the Solano County Water Agency for Solano Project Water. District shall have the option to, instead of providing City additional water, to reduce the cost of water to City under this agreement by two-thirds, for the same quantity of water.

2. District may elect, for each such acre-foot of water in a water year served by City in violation of this agreement, to reduce by five (5) acre-feet of water the water supplied by District to City in a water year during the time of the violation under this Agreement. City shall have the option to, instead of having the amount of water supplied by District annually reduced, to increase the cost of water to City under the terms of this Agreement or the same quantity of water they could have otherwise been reduced under this Agreement by tripling the amount to be paid.

3. Each party shall have a grace period of 90 days within which to cure any violation. Said grace period shall commence immediately upon receipt of notice of the violation in writing to the offending party. If a violation shall cease after the lapse of the grace period, the offending party shall pay only the proportionate amount of the annual violation fee for the period after January 1 during which the violation existed. Each such annual sum of damages shall be paid by offending party on January 1 of each year.

4. Such sum of damages is stipulated by the parties to be based upon the damages which will, in all likelihood, accrue to other party and is not to be considered a penalty in the future.

E. The provisions of subparagraphs Section 10 A through D above, apply to violations of the terms of this Agreement relating to urban water service or approval of urban development, the Greenbelt buffers and similar provisions relating to the use of land. If any other provisions of this Agreement are violated, the parties agree that the actual damages suffered and incurred should be determined as provided herein and that in addition the provisions of such Agreement are intended to be specifically performed in the future and subject to injunction or temporary restraining order barring future violations. Each of the parties shall stipulate in Court, arbitration or other administrative proceeding that those duties are unique, the award of damages may not adequately or fully remedy or compensate for the breach and that no principle of law prevents the granting of a decree of specific performance or injunction either mandatory or prohibitory in form with the purpose of enforcing the terms and preventing future breaches.

SECTION 11. MISCELLANEOUS PROVISIONS

A. **Entire Agreement.** The terms of this Agreement are entire and complete and may not be altered except by a writing executed by each party hereto.

B. **Time of Essence.** Time is of the essence in the performance of this Agreement and of each of the terms thereof.

C. **Arbitration.** If any party shall object to any item in any proposal, action or accounting, performance or lack of performance, or if any dispute shall exist under this Agreement or if the Agreement provides a right of extension of the Agreement or provides for the Arbitrator to provide for the terms and provisions of an agreement of the parties if they fail to come to a full executed written agreement, or any claim or damage between the parties arising from a breach of this contract exists, that party shall within 90 days from the date of receipt of notice of such proposal, accounting, notice or statement, notice of event, or occurrence giving rise to a claim for damages or awareness that the Arbitration must resolve an issue under the terms of this Agreement, notify all other parties to this Agreement or their successors in writing and shall specify the nature of the objection and the specific alternatives proposed by the objection and the specific alternatives proposed by the objecting party or the party requesting Arbitration. Thereafter, if the parties shall not agree within 60 days from the date of mailing of such written specification, plus any mutually agreed-to extensions (the "informal Resolution Period"), the matter shall be resolved by binding Arbitration. Except as otherwise provided in this Agreement, the arbitration shall be governed by the California Arbitration Act (Code of Civil Procedure Sections 1280 through 1294.2). To the extent that this Arbitration provision allows and authorizes the Arbitrators to provide for the terms of an agreement that shall be binding upon the parties, the parties stipulate that the Arbitrator is authorized to determine the fair and equitable terms which shall apply between the parties in a modified or extended form of agreement and shall provide for the preparation of such an agreement and order that the parties execute such agreement or modification of this Agreement. Each of City and District stipulate that any such agreement ordered by the Arbitrator shall not constitute a violation of California law or a delegation of public power or authority in that the parties have set the guidelines and parameters to be utilized by the Arbitrator in determining those terms, and each further stipulates that it has all legal and equitable power to enter into this agreement to provide such authority to the Arbitrator and will not hereafter contend directly or indirectly that the terms of this Arbitration provision were ultra vires, beyond the authority of any public body or official or in any other manner unenforceable.

1. Demand for Arbitration shall be made by providing written notice of demand to the other party. Unless otherwise agreed to by the parties, notice of demand of Arbitration must be delivered, or postmarked if given by registered or certified mail, no later than 15 calendar days after the expiration of the Informal Resolution period. No party shall seek to Arbitration or litigate a dispute unless it demanded arbitration of the dispute within this 15 day period.

2. The parties may agree on one Arbitrator. If they cannot agree on one Arbitrator, there shall be three Arbitrators: one named in writing by the District within ten days after demand for Arbitration is given, one named in writing by the City within the same ten period, and a third chosen by the two appointed Arbitrators.

3. A hearing on the matter to be arbitrated shall take place before the Arbitrator(s) in the County of Solano at a time and place selected by the Arbitrator(s); however, the hearing shall take place no later than 30 days after demand for arbitration is given, unless the parties mutually agree to extend this time. The Arbitrator(s) shall select the time and place for the hearing and shall give each party written notice of the time and place at least five days before the date of the hearing. At the hearing, any relevant evidence may be presented by any party, and the formal rules of evidence applicable to judicial proceedings shall not apply. Evidence may be admitted or excluded in the sole discretion of the Arbitrator(s). The Arbitrator(s) shall hear and determine the matter and shall resolve in writing the dispute among the parties. The decision of the Arbitrator(s) shall be binding and conclusive on the parties. If there are three Arbitrators, only two of the Arbitrators need to agree on the decision in order for it to be binding and conclusive.

4. The Arbitrators chosen by the parties and by the Arbitrators chosen by the City and District nomination shall have the following qualifications:

a. They shall be professionally trained as Civil Engineers or Attorneys and shall have more than ten years' experience in statewide issues of water supply, urban impacts upon agricultural lands and agricultural water supply systems and some experience and knowledge of matters relating to groundwater aquifers.

5. The Arbitrators may meet in open or closed session as they shall by majority vote determine from time to time. If the Arbitrators feel that additional technical or professional expertise is required in order to provide for a knowledgeable decision from the information provided by the parties, the Arbitrators may order the performance of studies, the gathering of data and may, if the Arbitrators so order, hire consulting Engineers, Attorneys or other experts to provide for such studies or information.

6. The costs of Arbitration shall be borne equally by the parties with the City paying its representative, the District paying its representative, and the parties paying equally the appointed nominee of the City and District representative and all costs of the proceedings, including the cost of any commissioned studies, work or undertakings by the Arbitration panel. Each party shall bear its own attorney's fees. If the Arbitration panel shall determine that either party acted in bad faith in regard to the proceedings or in regard to its submission of the proposed outcome or remedy, upon commencement of the Arbitration, the Arbitrator may award the costs of arbitration or any portion thereof against the party acting in bad faith. These costs of arbitration shall not include any attorney's fees or costs incurred by the party that did not act in bad faith.

7. Each party recognizes that the powers granted the Arbitrator herein are broad and complete and that each party waives and gives up its right to commence legal, administrative or any other action against the other party arising from the subjects and matters included within this contract. The parties agree that arbitration shall be the sole and exclusive means of resolving disputes, determining issues and determining the terms of prospective agreements upon the basis of the criteria and guidelines contained in this Agreement and that there will be no right to directly or indirectly appeal the provisions -- this Arbitrator's Award and Determination. Each party recognizes that among other legal or administrative remedies, it is giving up its right to a jury trial and

does so relinquish those rights.

C. **Term.** The term of this Agreement and of every provision thereof shall be from the date of execution to January 1, 2050. At any time after January 1, 2045, City may elect to continue this Agreement in effect for an additional period of up to thirty years but no less than ten years. Upon such a written election, the parties will endeavor for a period of one year to attempt to agree upon the terms of extension as to price and other monetary terms. If the parties are unable to agree upon the terms or extensions of the terms in regard to the price, liquidated damages or violation of similar provisions, then the terms shall be established by the Arbitrator upon the following basis:

1. The amounts of water to be supplied by District to City shall not be increased directly or indirectly by the extension.
2. The amounts of groundwater to be extracted from the area shown upon Exhibit B shall not be in excess of the safe annual yield based upon the most current information and data. The amounts of groundwater available between District and City shall be on the basis of the historical contribution to the existence and preservation of the groundwater by each of the parties the amounts of overlying lands served by District and City overlying the aquifers and the historical groundwater pumping and yield of City and District, and the current principles of California water law applicable to those aquifers.
3. The price payable to District shall be the price set forth herein or the amount representing the benefit provided by District to City for the water made available taking into consideration the question of the replacement costs of the water being provided by District to City, the amounts necessary to be paid for the water to permit the District to continue to maintain agricultural production with advantageous water costs to its growers equivalent to the advantages available to landowners within District in 1995 compared to landowners within other agricultural areas with similar growing conditions and taking into consideration the economic burdens placed upon each party by the terms of this agreement brought forward to the date of the renewal and extension, whichever is less.

City shall have the right five years prior to the lapse of the extended term to provide for a similar election to extend.

F. **Good Faith** Each party agrees that the terms of this Agreement require that each party act toward the other with good faith and fair dealing and that such actions are a condition of this Agreement as they apply directly and indirectly to the terms of and subjects of this Agreement. If either party shall attempt directly or indirectly to deprive the other party of the consideration, value and objectives provided to that party by the terms of this Agreement and the conditions underlying and assumed to continue to exist in implementing this Agreement, such actions are a breach of this Agreement and shall give rise to a claim for the damages arising directly and indirectly therefrom or a right rescind in whole or in part this Agreement.

Among the objectives of District are:

1. To continue to maintain their full entitlement to Solano Project water of 141,000

acre feet per year plus 10,000 acre feet under the Maine Prairie Agreement.

- 2.** The ability to gradually provide for service to City and particularly the lands lying within the boundaries of City and District so that the industrial and commercial lands will continue to provide a revenue base that will permit the District to continue to provide economical water service to those lands as well as the remaining agricultural lands while providing comparable cost water service to the industrial and commercial lands as compared to areas in which a new water supply must be developed and distributed.
- 3.** For District to collect detachment fees from residential lands and those lands are detached from District to allow maintenance of a District voter base which will understand agriculture, and commercial and industrial use issues and will preserve the benefits of water service to those areas within the District boundaries on the date of this Agreement. Those detachment fees are meant to approximate the costs and expenses which will be incurred by District landowners due to the urbanization of certain lands within the District boundaries. District expects City to support District in the continued ability to detach the lands, remove the new urban residents from the District voter and tax base and collect a sufficient detachment fee to provide for the capital expenditures and reserve accounts sufficient to mitigate the physical and economic disruption, from the conversion of use of these lands.
- 4.** To provide for restrictions upon the expansion of the urban service area of the City beyond the Greenbelt-buffer areas and the boundaries set. This will allow the District to make the investment in rehabilitation of facilities with an assurance that the rehabilitation will not be unusable due to urban expansion. It will allow for resource planning in regard to agricultural service areas with some predictable rate of urban expansion and physical viability and the viability of agricultural activities in the County of Solano.
- 5.** That the timing of this amount of water provided under this Agreement is such that District believes that through conservation and alteration of District's groundwater operations some, if not most of the water need to supply City can be made available. The timing is important to District since District anticipates the possibility of constrictions upon its grower's supplies if the timing of City growth to District supply enhancement cannot be coordinated.
- 6.** District, the Local Agency Formation Commission of the County of Solano and City have developed and implemented certain principles which are a basis for this agreement. Those principles are:

 - a.** Residential development should be detached from the boundaries of District as the residents, if they became voters, would not understand or be willing to fund the goals of the agricultural areas. Further, the benefit that those residences may see from water developed by District and treated and conveyed by a City may be so indirect that the voters cannot relate to the other landowners within District.
 - b.** Immediately prior to residential development of lands, the residential lands should detach from the District with the developer paying in cash monies

the amount of indebtedness proportioned to the lands detaching on the basis of assessed value of the lands and further should pay a detachment fee based upon the estimated operation, maintenance and overhead costs which those lands would have contributed to District operations had they not been urbanized. These monies are in turn utilized to defer those costs in the future so that the other landowners within the District are not required to bear those costs and to provide for improvements in the economies of operation of the District which will have the effect of equalizing the burden upon the surviving agricultural lands and customers of the District.

c. In approving development plans for the lands to be used for residential purposes and associated public purposes in the four areas described in Exhibit B City will require the protection, improvement and relocation of the water conveyance, storage transmission or regulating facilities of District at the cost of the developers so that those facilities will not be increased in the costs of maintenance, repair or replacement by the surrounding urban uses. This process involves in many cases under grounding, increasing the lifespan of underground pipe, relocating to streets or other public thoroughfares the District's water lines, abandoning and removing other facilities which would pose a danger or potential nuisance to residential and urban-type uses. This work will be done at the time of and as a condition of urban development and disputes or issues relating to the materials, design or location will be resolved by District on the basis professional, engineering, operational and economic considerations.

d. In providing Solano Project water from District's entitlement to City, District hopes to encourage urban development in the marginal agricultural lands West of I 505 by City rather than spreading into the prime agricultural lands to the East of Leisure Town Road and Midway Road.

Among the objects and goals of City are:

- 1.** To provide a dependable water supply for urban growth by the City in the four areas described in Exhibit B by supplemental or additional supplies from the Solano Project which are much cheaper to treat than North Bay Aqueduct water and which are much more dependable and reliable than groundwater in a prolonged drought condition.
- 2.** To provide for coordination of the water supply to the commercial and industrial areas shown upon Exhibit B with District to the degree it can provide untreated or treated water directly from its distribution lines and system within that area thus taking capacity and quantity load off of City's distribution system which has some capacity constraints presently as it delivers water to the North from City's two treatment plants.
- 3.** To provide for lower cost water supplies for City's urban expansion than would be available from other sources which might be developed by City.
- 4.** To attempt to develop and maintain greenbelt-buffer areas in the vicinities described in Exhibit A as a means of improving the sense of urban limits for the City residents; but also as a means of preventing the urban sprawl of Dixon and Vacaville moving towards each other and consuming all of the agricultural land along 1-80.

5. Except as provided in Section 8 (B), to restrict District from providing water service for essentially urban developments within the area envisioned as a greenbelt or buffer zone, recognizing that District has certain legal obligations to serve land within these boundaries; but further recognizing that approval of urban development by the County of Solano would be severely disruptive to the concept of greenbelt-buffers and preservation of agricultural land within the areas described.

6. To coordinate groundwater use within an area North of I80 by District and City so as to regulate groundwater extraction to preserve the aquifer.

G. Neither Party or Agent. Neither party shall, by this Agreement, be deemed to be part owner or part operator of any facilities operated by the other party, title to that water being delivered to the lands specified in this Agreement remains in the District, and City is providing treatment, delivery, capacity, wheeling, administration, billing and supervision services to District.

H. Waiver. Any water at any time by either party to this Agreement of its rights with respect to breach or default shall not be deemed to be a waiver with respect to any subsequent or later-breached default or matter.

I. Notices. All notices provided herein and all payments provided herein shall be made to the parties at the following addresses:

Solano Irrigation District
508 Elmira Road
Vacaville, CA 95687
Attn: Secretary\Manager

City of Vacaville
650 Merchant Street
Vacaville, CA 95688
Attn: City Manager
With Copy to Public Works Director

J. Successors and Assigns. The provisions of this Agreement shall apply to and bind the successors and assigns of all parties hereto, and no party of this Agreement, or any term thereof may be assigned unless written permission and approval of such assignment is provided prior to such assignment.

K. Payments. If any payments provided in this Agreement shall not be made at the time and in the amounts required, the unpaid moneys shall earn interest at the rate of 10% per annum until paid.

L. Further Agreement. Both City and SID recognize that this Agreement must be general in context in order to permit the fullest cooperation between the two parties in successfully meeting their individual and joint responsibilities. Both City and SID pledge their earnest and conscientious effort towards carrying out the intent expressed in this Agreement. It is acknowledged that it will be necessary in order to effectuate the intent of this Agreement that

certain specific details for delivery, accounting, measurement of water, etc. will be required and it is the intent of both parties to this Agreement to negotiate in good faith such supplemental agreements as are necessary to implement this Agreement or that the form and content of these arguments should be determined by arbitration as provided herein.

M. Amendment of Agreement. The parties hereby stipulate that this Agreement may be amended in writing at any time by mutual agreement of the parties hereto.

N. Severability. If any provision, clause, sentence, or Section of this agreement shall be held invalid, such invalidity shall not affect the other provisions of this agreement so long as mutuality of benefit can be maintained and the remainder of the provisions of this agreement be given effect without the valid provisions and, to this end, the provisions of this agreement are hereby agreed to be severable.

WHEREFORE, this Agreement is entered into this 25th day of May, 1995 at Vacaville, California.

CITY OF VACAVILLE

SOLANO IRRIGATION DISTRICT

/s/ David A. Flemming
Mayor

/s/ Marion Maginnis
President

Attest: /s/ Kathleen M. Andronico
City Clerk

Attest: /s/ Robert L. Isaac
Secretary

SECOND AMENDMENT TO MASTER WATER AGREEMENT

“The parties agree that each of the above amendments or eliminations shall be effective on March 1, 2010, and thereafter the First Amendment shall have no further force or effect.”

CITY OF VACAVILLE

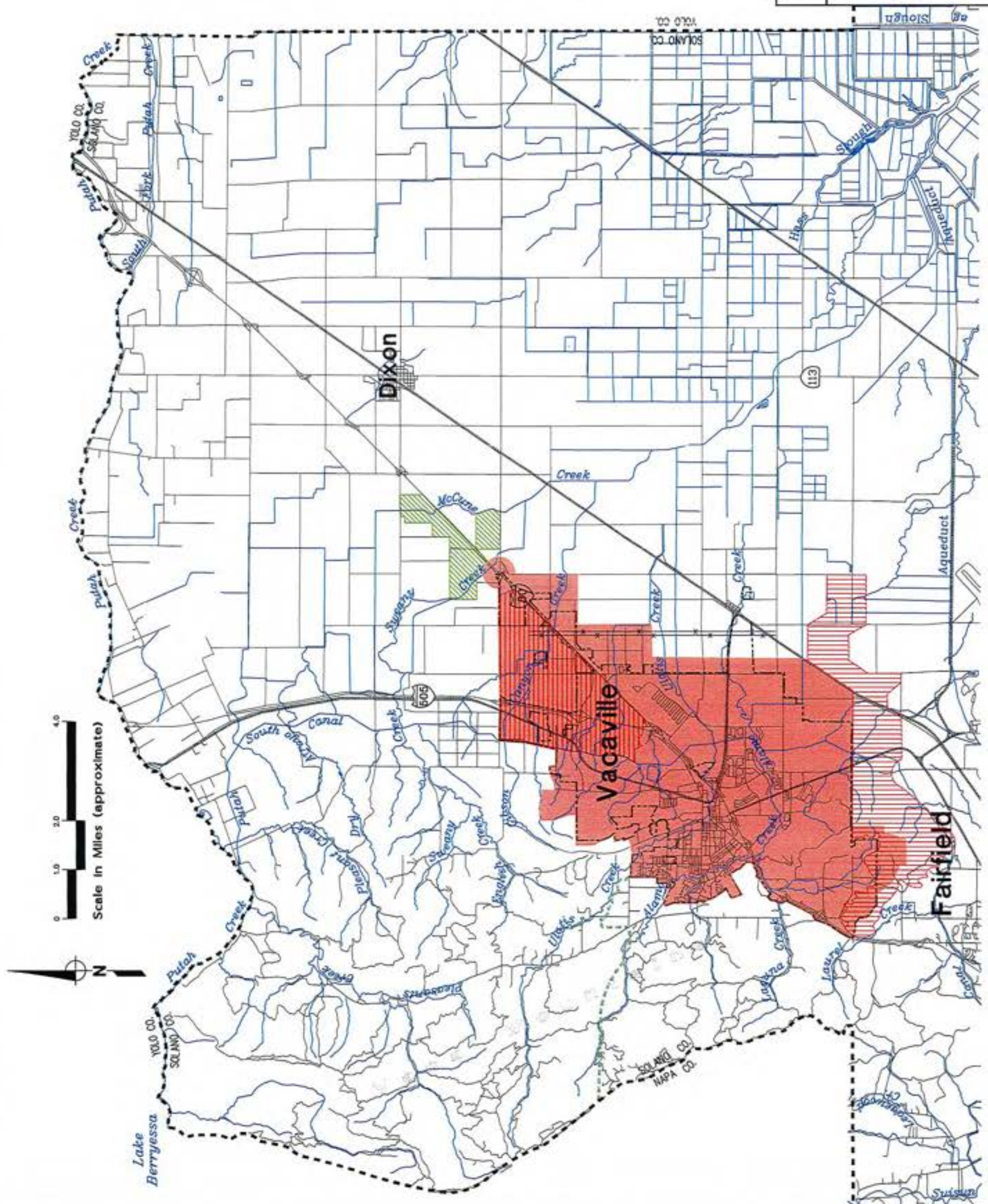
SOLANO IRRIGATION DISTRICT

/s/ Leonard J. Augustine
Mayor








/s/ Robert Hansen
President

Attest: /s/ Michelle A. Thornbrugh
City Clerk

Attest: /s/ David M. Mansfield
Secretary



LEGEND:

-  1972 Agreement Area
-  Urban Service Area (Vacaville 1990 General Plan)
-  Vacaville/Fairfield/Solano Greenbelt - Buffer
-  Vacaville -Dixon Greenbelt Authority
-  Long-Term Planning Area Limit
-  City Limits (as of 9/1994)
-  Overhead Power Lines

NOTES:

1. BOUNDARIES ARE APPROXIMATE.
2. BASE MAPPING IS DEPARTMENT OF WATER RESOURCES USGS BASE.
3. THIS DRAWING IS A PICTORIAL REPRESENTATION WITH AN APPROXIMATE SCALE.

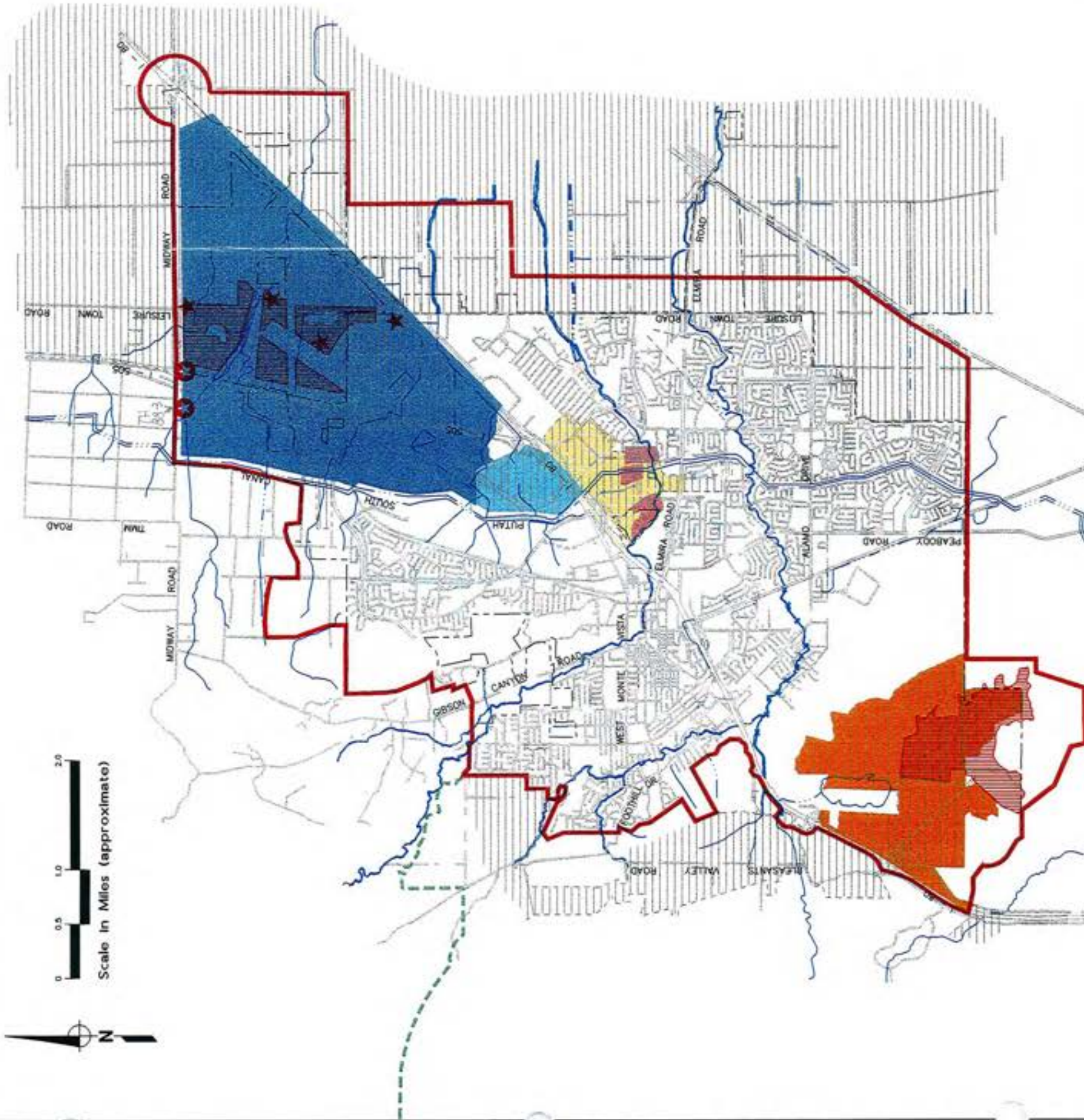
West Yost & Associates
CONSULTING ENGINEERS

Exhibit A

**MASTER WATER AGREEMENT
VACAVILLE - SID**

March, 1998

REVISED:
11/12/97
02/24/98



LEGEND:

- 1972 Agreement Area (3,276 Acres)
- Nut Tree Area (250 Acres)
- Allison - Ulatis Area (387 Acres)
- Lower Lagoon Valley Area (1,112 Acres)

Planned Residential Development

SID Service Area

--- City Limits (as of September 1994)

— Urban Service Area

- - - Long Term Planning Area Limit

★ Proposed City Well Site (approximate)

⊙ Proposed District Well Site (approximate)

NOTES:

1. BOUNDARIES ARE APPROXIMATE.
2. AREA MEASUREMENTS ARE DERIVED FROM ASSESSOR'S PARCEL MAP MARKUPS USING APPROXIMATE METHODS.
3. SOME PARCELS WITHIN THE 72 AGREEMENT AND ALLISON-ULATIS AREAS ARE OUTSIDE THE CURRENT CITY LIMITS AND MAY NOT EXERT A WATER DEMAND NOW OR IN THE FUTURE.

West Yost & Associates
CONSULTING ENGINEERS

Exhibit B

MASTER WATER AGREEMENT
VACAVILLE - SID

May 24, 1995

REVISED:
11/12/97

Attachment 1
City of Vacaville and S.I.D.
Master Water Agreement, Amendment 2
Water Purchase Schedule

Water Year	Annual Amount (AF/yr)	Additional Amount AF/yr
2010	2,500	0
2011	2,625	125
2012	2,750	125
2013	2,875	125
2014	3,000	125
2015	3,125	125
2016	3,325	200
2017	3,525	200
2018	3,725	200
2019	3,925	200
2020	4,125	200
2021	4,425	300
2022	4,725	300
2023	5,025	300
2024	5,325	300
2025	5,625	300
2026	5,925	300
2027	6,225	300
2028	6,525	300
2029	6,825	300
2030	7,125	300
2031	7,425	300
2032	7,725	300
2033	8,025	300
2034	8,325	300
2035	8,625	300
2036	8,925	300
2037	9,225	300
2038	9,525	300
2039	9,825	300
2040	10,050	225
2041	10,050	0
2042	10,050	0
2043	10,050	0
2044	10,050	0
2045	10,050	0
2046	10,050	0
2047	10,050	0
2048	10,050	0
2049	10,050	0
2050	10,050	0

**Attachment 1A
Vacaville-SID Master Water Agreement
Second Amendment**

Examples of Water Payment Calculations

Principles and Assumptions:

1. In Water Year 2015, Vacaville is taking 3,125 acre-feet (AF) per the Water Purchase Schedule.
2. Assuming a 3% inflation rate from 2010 to 2014, the Base Water Rate has increased from \$120 per AF to \$139.11 per AF for the 2015 Water Rate.
3. Therefore Vacaville paid $3,125 \times \$139.11 = \$434,718.75$ for the 2015 Purchase Amount.
4. At 3% inflation, the 2016 Base Water Rate will be \$143.28 per AF.
5. The Optional Lump Sum Payment Rate is \$2,500 per AF in 2010. Assuming the 3% inflation rate, this has increased to \$2,985.13 per AF for the 2016 Optional Lump Sum Payment Rate.
6. The Optional Water Rate is equal to half of the Base Water Rate. In 2016 it equals \$71.64.
7. Per Section 5.2.A.1 as modified by the Second Amendment, City can buy up to half of the scheduled increase in water purchase, called the Additional Amount, per the Water Purchase Schedule of Section 5.2.F.2, as modified by the Second Amendment, by the “Payment-and-Rate Option,” called the Option in these examples.
8. If the City wants to buy an amount of water greater than the Additional Amount in the Water Purchase Schedule, all or part of the amount purchased over the Additional Amount, called the Extra Amount, can be bought as Optional Water.

Example 1: Optional Purchase within the Scheduled Additional Amount

- A. In June, 2015 the City wants to buy 100 AF for a Developer within the City. The City decides to take this amount out of the Additional Amount scheduled for 2016.
- B. Prior to November 1, 2015, City must notify District of its intent to exercise the Payment-and-Rate Option on 100 AF for the Prototype Development. This additional quantity of water is referred to as the Optional Water Amount.

For 2016:

- C. City’s Purchase Amount increases on March 1, 2016 by 200 AF per the Water Purchase Schedule. Per Section 5.2.A.1 the City can buy half of 200 AF by the Payment and Rate Option, which equals the amount needed for the Prototype Development.

- D. The 2016 Purchase Amount is therefore a Base Water Amount of (3,125 AF + 100 AF =) 3,225 AF + the Optional Water Amount of 100 AF = 3,325 AF total. The Water Purchase Schedule remains unchanged.
- E. The 2016 Base Water Payment is the Base Water Amount times the 2016 Base Water Rate, which is 3,225 AF x \$143.28 per AF = \$462,078.00.
- F. The 2016 Optional Lump Sum Payment is the Additional Optional Water Amount times the Optional Lump Sum Payment Rate, which is 100 AF x \$2,985.13 per AF = \$298,513.00. This is due on March 1, 2016 and payable in cash within 30 days.
- G. The 2016 Optional Water Payment is the Optional Water Amount times the Optional Water Rate, which is 100 AF x \$71.64 per AF = \$7,164.00.
- H. The City's total 2016 payment is \$462,078 + 298,513 + 7,164 = \$767,755.

For 2017:

- I. The 2017 Purchase Amount is a Base Water Amount of (3,225 AF + 200 AF =) 3,425 AF + an Optional Water Amount of 100 AF = 3,525 AF total.
- J. The 2017 Base Water Payment is 3,425 AF x (\$143.29 + 3% = \$147.58 per AF) = \$505,461.50.
- K. The 2017 Optional Water Payment is 100 AF x (\$147.58/2 = \$73.79 per AF) = \$7,379.00.
- L. The City's total 2017 payment is \$505,461.50 + 7,379.00 = \$512,840.50.

Example 2: Optional Purchase within, and in addition to, the Scheduled Additional Amount *(included are the Optional Purchase amounts from Example 1)*

- A. By the 2020 Water Year the City is purchasing 4,125 AF per the Water Purchase Schedule. This includes 4,025 AF of Base Water and 100 AF of Optional Water.
- B. In June, 2020 the City wants to buy another 200 AF for a new development within the City.
- C. Prior to November 1, 2020, City must notify District of its intent to exercise the Payment-and-Rate Option for the additional 200 AF.

For 2021:

- D. City's Purchase Amount increases on March 1, 2021 by 300 AF per the Water Purchase Schedule. Per Section 5.2.A.1 the City can buy half of 300 AF, or 150 AF, by the Payment and Rate Option, but it needs 200 AF for the Prototype Development. Therefore it will buy an Extra Amount of 50 AF, for a total purchase in 2021 of 350 AF. All of the Extra Amount

will be purchased as Optional Water (since the Developer will pay the Lump Sum Amount to the City for its water supply).

- E. The 2021 Purchase Amount is therefore a Base Water Amount of $(4,025 \text{ AF} + 150 \text{ AF} =) 4,175 \text{ AF}$ + an Optional Water Amount of $(100 \text{ AF} \text{ (from Example 1)} + 150 \text{ AF} + 50 \text{ AF} =) 300 \text{ AF} = 4,475 \text{ AF}$ total.
- F. The 2021 Base Water Payment is the Base Water Amount times the 2021 Base Water Rate, which is $4,175 \text{ AF} \times \$166.11 \text{ per AF} = \underline{\$693,509.25}$.
- G. The 2021 Optional Lump Sum Payment is the Additional plus Extra Optional Water Amounts times the 2021 Optional Lump Sum Payment Rate, which is $200 \text{ AF} \times \$3,460.58 \text{ per AF} = \underline{\$692,117.00}$. This is due on March 1, 2021 and payable in cash within 30 days.
- H. The 2021 Optional Water Payment is the Optional Water Amount times the Optional Water Rate, which is $300 \text{ AF} \times \$83.06 \text{ per AF} = \underline{\$24,916.50}$.
- I. The City's total 2021 payment is $\$693,509.25 + 692,117.00 + 24,916.50 = \underline{\$1,410,542.75}$.
- J. Because an Extra Amount of 50 AF is purchased in 2021, this changes the rest of the Annual Amounts in the Water Purchase Schedule. The revised Schedule is shown in the example spreadsheet. The total amount available under the agreement is still taken in 2040, but the last increase is reduced by 50 AF, and the annual payments are increased.

For 2022:

- K. The 2022 Purchase Amount is a Base Water Amount of $(4,175 \text{ AF} + 300 \text{ AF} =) 4,475 \text{ AF}$ + an Optional Water Amount of 300 AF = 4,775 AF total.
- L. The 2022 Base Water Payment is $4,475 \text{ AF} \times (\$166.11 + 3\% = \$171.09 \text{ per AF}) = \underline{\$765,627.75}$.
- M. The 2022 Optional Water Payment is $300 \text{ AF} \times (\$171.09/2 = \$85.55 \text{ per AF}) = \underline{\$25,663.50}$.
- N. The City's total 2022 payment is $\$765,627.75 + 25,663.50 = \underline{\$791,291.25}$.

Effect of Optional and Extra Purchases in Examples 1 and 2

If the unchanged Water Purchase Schedule is followed, assuming a 3% annual increase in the Cost of Living Index, the District will be paid **\$73,360,429.75** from 2010 to 2050. If the purchases are modified per Examples 1 and 2, using the same assumption of 3% inflation, the District will be paid lump sums of \$990,630.00 plus annual payments totaling \$73,336,176.25, for a total of **\$74,326,806.25** (an **increase of \$966,376.50**).

**Attachment 1A
City of Vacaville and S.I.D.
Master Water Agreement, Amendment 2
Water Purchase Schedule
Modified per Payment Calculation Examples**

Changes caused by additions in Examples 1 and 2

Water Year	Annual Amount (AF/Yr)	Additional Amount AF/Yr	CPI-W as of 12-31 of Previous Year	Water Rate			Optional Lump Sum Payment Rate \$/AF
				% Increase (% Decrease) Assumed	Base Water Rate \$/AF	Optional Water Rate \$/AF	
2010	2,500	0	630.600	X	\$120.00	\$60.00	\$ 2,500.00
2011	2,625	125		3.00%	\$123.60	\$61.80	\$ 2,575.00
2012	2,750	125		3.00%	\$127.31	\$63.66	\$ 2,652.25
2013	2,875	125		3.00%	\$131.13	\$65.57	\$ 2,731.82
2014	3,000	125		3.00%	\$135.06	\$67.53	\$ 2,813.77
2015	3,125	125		3.00%	\$139.11	\$69.56	\$ 2,898.19
2016	3,325	200		3.00%	\$143.28	\$71.64	\$ 2,985.13
2017	3,525	200		3.00%	\$147.58	\$73.79	\$ 3,074.68
2018	3,725	200		3.00%	\$152.01	\$76.01	\$ 3,166.93
2019	3,925	200		3.00%	\$156.57	\$78.29	\$ 3,261.93
2020	4,125	200		3.00%	\$161.27	\$80.64	\$ 3,359.79
2021	4,475	350		3.00%	\$166.11	\$83.06	\$ 3,460.58
2022	4,775	300		3.00%	\$171.09	\$85.55	\$ 3,564.40
2023	5,075	300		3.00%	\$176.22	\$88.11	\$ 3,671.33
2024	5,375	300		3.00%	\$181.51	\$90.76	\$ 3,781.47
2025	5,675	300		3.00%	\$186.96	\$93.48	\$ 3,894.92
2026	5,975	300		3.00%	\$192.57	\$96.29	\$ 4,011.77
2027	6,275	300		3.00%	\$198.35	\$99.18	\$ 4,132.12
2028	6,575	300		3.00%	\$204.30	\$102.15	\$ 4,256.08
2029	6,875	300		3.00%	\$210.43	\$105.22	\$ 4,383.77
2030	7,175	300		3.00%	\$216.74	\$108.37	\$ 4,515.28
2031	7,475	300		3.00%	\$223.24	\$111.62	\$ 4,650.74
2032	7,775	300		3.00%	\$229.94	\$114.97	\$ 4,790.26
2033	8,075	300		3.00%	\$236.84	\$118.42	\$ 4,933.97
2034	8,375	300		3.00%	\$243.95	\$121.98	\$ 5,081.99
2035	8,675	300		3.00%	\$251.27	\$125.64	\$ 5,234.44
2036	8,975	300		3.00%	\$258.81	\$129.41	\$ 5,391.48
2037	9,275	300		3.00%	\$266.57	\$133.29	\$ 5,553.22
2038	9,575	300		3.00%	\$274.57	\$137.29	\$ 5,719.82
2039	9,875	300		3.00%	\$282.81	\$141.41	\$ 5,891.41
2040	10,050	175		3.00%	\$291.29	\$145.65	\$ 6,068.16
2041	10,050	0		3.00%	\$300.03	\$150.02	\$ 6,250.20
2042	10,050	0		3.00%	\$309.03	\$154.52	\$ 6,437.71
2043	10,050	0		3.00%	\$318.30	\$159.15	\$ 6,630.84
2044	10,050	0		3.00%	\$327.85	\$163.93	\$ 6,829.76
2045	10,050	0		3.00%	\$337.69	\$168.85	\$ 7,034.66
2046	10,050	0		3.00%	\$347.82	\$173.91	\$ 7,245.70
2047	10,050	0		3.00%	\$358.25	\$179.13	\$ 7,463.07
2048	10,050	0		3.00%	\$369.00	\$184.50	\$ 7,686.96
2049	10,050	0		3.00%	\$380.07	\$190.04	\$ 7,917.57
2050	10,050	0		3.00%	\$391.47	\$195.74	\$ 8,155.09

**Attachment 1A
City of Vacaville and S.I.D.
Master Water Agreement, Amendment 2
Water Purchase Schedule
Modified per Payment Calculation Examples**

Example Purchase Calculations

Water Year	Base Water										Optional Water					Total Water		
	Annual Payments					Lump Sum Payments					Annual Payments					Total Water Payment \$	Total Water Purchase AF	
	Additional Base Water Amount AF	Extra as Base Water Amount AF	Base Water Rate \$/AF	Base Water Payment \$		Additional Base Water Amount AF	Extra as Base Water Amount AF	Optional Lump Sum Payment \$/AF	Optional Lump Sum Payment \$	Optional Water Amount AF	Optional Water Rate \$/AF	Optional Water Payment \$						
2010																		
2011																		
2012																		
2013																		
2014																		
2015																		
2016																		
2017																		
2018																		
2019																		
2020																		
2021																		See Example 1
2022																		
2023																		
2024																		
2025																		
2026																		
2027																		
2028																		
2029																		
2030																		
2031																		
2032																		
2033																		
2034																		
2035																		
2036																		
2037																		
2038																		
2039																		
2040																		Reduced Annual Amt.(C)
2041																		
2042																		
2043																		
2044																		
2045																		
2046																		
2047																		
2048																		
2049																		
2050																		
																		\$74,326,806.25
																		\$73,336,176.25
																		\$990,630.00

APPENDIX C

**AGREEMENT BETWEEN THE CITIES OF VACAVILLE AND FAIRFIELD AND
SOLANO COUNTY FOR THE FORMATION OF THE VACAVILLE-FAIRFIELD-
SOLANO GREENBELT AUTHORITY**

This Agreement is entered into pursuant to the Joint Exercise of Powers Act (Government Code sections 6500 *et seq.*) and becomes effective on September 13, 1994, by and between the City of Fairfield ("Fairfield"), City of Vacaville ("Vacaville") and Solano County ("County");

RECITALS

1. In May, 1989, Vacaville and Fairfield initiated a Planning Process for a Greenbelt Study by the adoption of Resolution Nos. 1989B-4 and 89-147 respectively ("Joint Resolution"). The purpose of the Planning Process was to identify and recommend for adoption by Fairfield and Vacaville ("Cities") mechanisms for the preservation, protection and establishment of a permanent open space as a community separator ("Greenbelt") between the Cities.
2. The Joint Resolution also established a Greenbelt Study Committee to oversee the Planning Process. On May 9, 1991, the Fairfield-Vacaville Greenbelt Study Committee produced its Greenbelt Study Committee Report ("Report") for review and acceptance by the two City Councils. The Report recommended that the Cities act to establish a permanent greenbelt between the two communities consistent with the recommendations of the Report. The Report was accepted by the Fairfield City Council on July 16, 1991 and by the Vacaville City Council on June 11, 1991.
3. The Parties recognize that each has an equally strong concern and commitment to (a) the importance of a clearly defined community separator which serves both as a setting for recreational activities and a buffer between agriculture and urban areas; (b) the permanence of a Greenbelt which incorporates open space assets as much as possible; and (c) the incorporation of public lands and easements into the Greenbelt.
4. The Cities recognize the importance of the Solano County Board of Supervisor's participation in the Authority to provide representation to those property owners within unincorporated Solano County which may be affected by the Greenbelt planning process.
5. The Parties believe that the most effective means to achieve their mutual goals for the Greenbelt is to provide a forum for a cooperative working relationship. The Parties wish to establish this forum through this joint powers agreement.

NOW, THEREFORE, THE PARTIES agree as follows:

I. CREATION OF THE VACAVILLE-FAIRFIELD-SOLANO GREENBELT AUTHORITY (VFSGA)

There is hereby created the Vacaville-Fairfield-Solano Greenbelt Authority (VFSGA) to exercise the powers common to each Party in the manner set forth in this Agreement. This agreement shall remain in effect in perpetuity unless dissolved as provided for under Section V.B.2. below.

II. CREATION OF THE GREENBELT

A. The Vacaville-Fairfield Greenbelt depicted in Exhibit A and further described in Exhibit B is hereby established. The cities agree not to extend urban utilities into this area unless such extensions are for purposes not inconsistent with greenbelt preservation.

III. GOALS

A. The goals of the VFSGA are:

1. to provide for the preservation and conservation of viable agricultural and open space land;
2. to provide a permanent separation between the urban areas of Fairfield and Vacaville as shown in Exhibit A consistent with the description provided in Exhibit B;
3. to provide, in the area between the northern portion of Fairfield and southern portion of Vacaville, for a range of land uses that are not incompatible with open space values and which achieve a balance between providing development opportunities (as a resource to support open space acquisition) and preserving high quality open space.
4. to promote the protection and viability of Travis Air Force Base (TAFB) through the Greenbelt planning process.
5. to provide trail linkage of open space areas of the Greenbelt to other open space areas.
6. to provide for the urban limit line buffer described in Exhibit B.

IV. VFSGA ADMINISTRATION

A. Governing Board

There is hereby created a Governing Board ("Board") to govern the VFSGA. The Board shall consist of two members from the City Councils of Fairfield and Vacaville and two members from the Solano County Board of Supervisors. Each local government shall appoint its representatives to the Board.

B. Voting

1. For the purposes of this Agreement, a quorum of the Board shall be when four or more members are present. Said quorum shall at a minimum include at least one member from each jurisdiction.
2. Each member of the VFSGA Board shall have one vote.
3. A majority vote of those present and eligible to vote shall be required for those actions as described under Section V. Powers except as provided in subsection 4 below.
4. Solano County shall be required to abstain from voting on the following actions:
 - a. Acquisition of an interest in real property by either City.
 - b. recommendations to the Local Agency Formation Commission.

C. Responsibilities

1. Preservation of lands in the area depicted in Exhibit A shall be the responsibility of the cities. The division of this responsibility is described in Exhibit C.

D. Meetings

The Board shall hold at least six (6) regularly scheduled meetings each year. All meetings of the Board shall be subject to the provisions of the Ralph M. Brown Act.

V. POWERS

- A. The Authority shall have the following powers which shall be exercised through the Board:
 1. Modify the boundaries of the Greenbelt as shown in Exhibit A of this Agreement as described in Exhibit B.

2. Develop interim land use policies in the Greenbelt area as shown in Exhibit A.
3. Develop and implement Greenbelt plans. Said plans shall at a minimum include the boundaries and configuration of the Greenbelt and Urban Limit Line Buffers consistent with Exhibits A and B, land use policies and general standards, determination of appropriate uses, and recommended mechanisms for the acquisition and maintenance of greenbelt properties.
4. Determine the process for Greenbelt Plan preparation;
5. Develop and implement an Initial and Annual Budget; and,
6. make and enter into contracts, including contracts for the services of consultants and other such persons or firms as it deems necessary.
7. make recommendations to the Local Agency Formation Commission concerning the Urban Limit Lines and Spheres of Influence of the Cities of Fairfield and Vacaville.
8. make recommendations to member jurisdictions for amendments to General Plans, Comprehensive Annexations Plans, Spheres of Influence and other implementing ordinances as appropriate to implement the Greenbelt Plan, land use regulations governing use of the Greenbelt and this Agreement.
9. Create Urban Limit Line Buffers consistent with Exhibit B.

B. Restrictions

1. The following actions by the Board shall require approval by the governing bodies of each of the Parties:
 - a. Adoption and/or amendment of Greenbelt Plans as part of each Party's General Plan.
 - b. Designation of the entity responsible for administration of the Greenbelt Plans.
 - c. Acceptance of any new Party to this agreement.
 - d. Amending or modifying this agreement.
2. The following action would require approval by a 4/5 vote of the City Council of either City:
 - a. The dissolution of the VFSGA, which shall also constitute a termination of all obligations of the parties under this agreement.

VI. FUNDS AND BUDGET

A. Initial Budget

The three Parties shall share equally in the planning and operating expenses of the VFSGA. Within sixty (60) days of the effective date of this Agreement, the Board shall adopt an Initial Budget for the first fiscal year. For purposes of this agreement, the fiscal year shall begin each year in July and end the following June. Within thirty (30) days of the adoption of the Initial Budgets, all parties shall contribute an equal amount to fund the Initial Budget.

B. Annual Budget

Not later than ninety (90) days before the end of each fiscal year, the Board shall adopt by resolution a budget for the following fiscal year setting forth all anticipated administrative, operational, and capital expenses and sources of funds for the VFSGA. The Board may consider alternative means of raising revenue for the work of the VFSGA. Within thirty (30) days of the adoption of the Annual Budget, the Parties shall each appropriate an equal amount to provide the funding required by the Annual Budget. Contributions of staff time beyond that normally expected by any Party may be made in lieu of (or partially compensating for) direct financial contributions to the Authority.

C. Audit and Accounting Services

1. Pursuant to the requirements of section 6505.5 of the Government Code, the Treasurer of Fairfield is designated to be the depositary and to have custody of all VFSGA funds from whatever source, and to perform the following functions:
 - a. Receive and receipt for all money of the VFSGA and place it in the City Treasury of Fairfield for the credit of the VFSGA;
 - b. Be responsible upon official bond for the safekeeping and disbursement of all VFSGA money so held in accordance with Government Code section 6505.1;
 - c. Pay any sums due from VFSGA money or any portion thereof, only upon warrants of the public officer performing the functions of auditor who has been so designated pursuant to this Agreement;
 - d. Verify and report in writing on the first day of January, April, July and October, of each year to the VFSGA and to the Parties the amount of money the Treasurer holds for the VFSGA, the amount of receipts and the amount paid out since the last report to the VFSGA.

2. Auditor

- a. The functions of Auditor shall be performed for the VFSGA by the Auditor of the City of Vacaville.
- b. There shall be strict accountability of all funds, and the Auditor of the City of Vacaville shall report to the Financial Officer all receipts and disbursements. In addition, the Auditor of the City of Vacaville will either make or contract for an audit of the accounts and record of the VFSGA at least annually as prescribed by section 6505 of the Government Code. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under section 26909 of the Government Code and audit shall conform to generally accepted auditing standards.

VII. LEGAL REPRESENTATION

The Board may appoint and retain legal counsel as necessary to fulfill its powers, duties and responsibilities under this Agreement.

IN WITNESS WHEREOF, each Party has executed approval of this Agreement and filed said approval with the Clerk of the County of Solano and said signatures are listed below or attached hereto.

Date: 11/7/94

CITY OF FAIRFIELD,
A Municipal Corporation
BY Chuck Hammond
Mayor

ATTEST:

Betty Fay
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

CITY OF VACAVILLE,
A Municipal Corporation

Date: October 13, 1994

BY David A Fleming
DAVID A. FLEMING
Mayor

ATTEST:

Kathleen M Andronico
City Clerk KATHLEEN M. ANDRONICO

APPROVED AS TO FORM:

Charles O. Lamoree
City Attorney CHARLES O. LAMOREE

COUNTY OF SOLANO,

Date: _____

BY _____
Chair

ATTEST:

Clerk to the Board of Supervisors

APPROVED AS TO FORM:

County Counsel

CITY OF VACAVILLE,
A Municipal Corporation

Date: _____

BY _____

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

COUNTY OF SOLANO,

Date: Oct 4, 1994

BY William J. Casoff
Chair

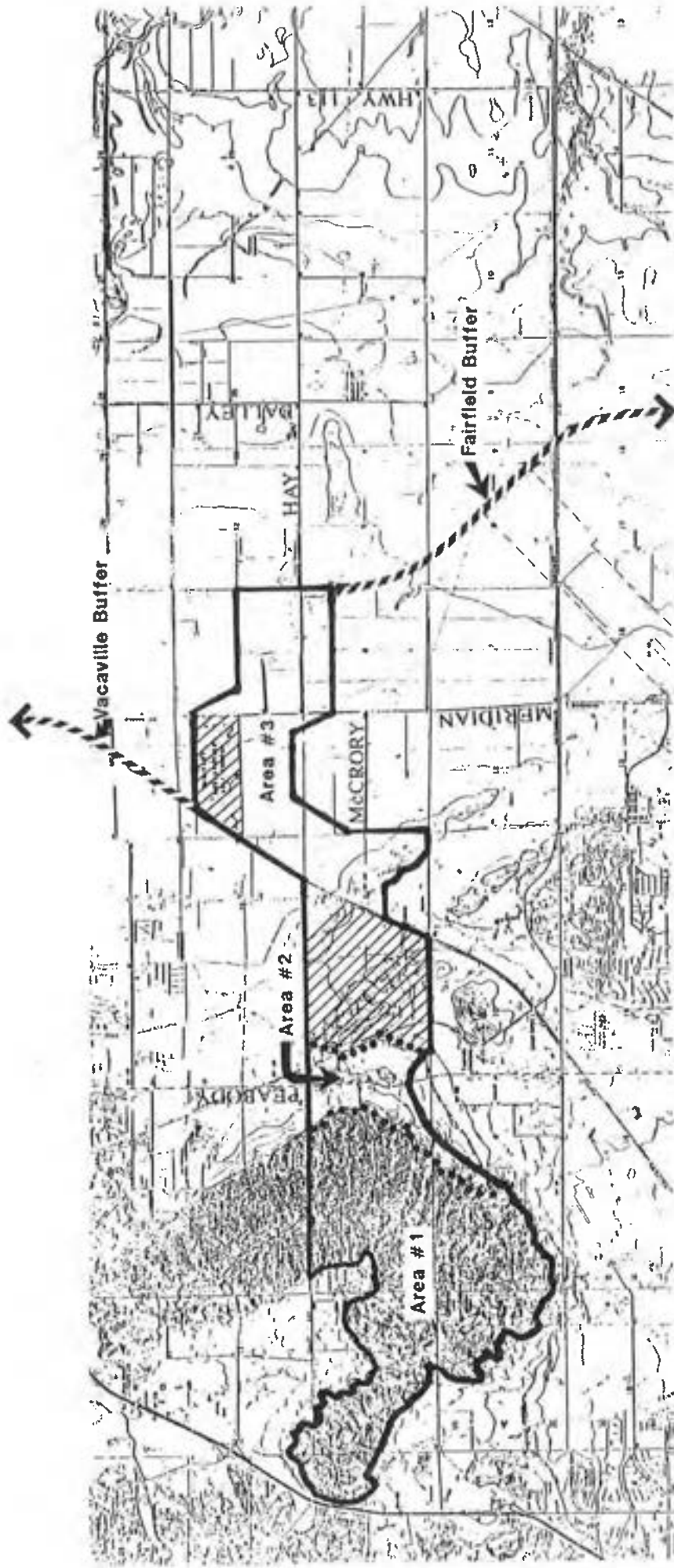
ATTEST:

Linda Tiers
Clerk to the Board of Supervisors

APPROVED AS TO FORM:

County Counsel

EXHIBIT A



Vacaville-Fairfield-Solano Greenbelt Authority Agreement

Greenbelt Boundaries



Greenbelt Boundary



Subarea Boundary



Urban Limit Line Buffer

Location of Greenbelt Boundaries

The boundaries of the Greenbelt would be established as shown on Exhibit A. The Greenbelt Boundaries are consistent with the intent of both Cities' General Plans, the Peabody-Walters Master Plan and the Study Committee report. The City of Fairfield would use these boundaries in developing land use plans for the area identified in the Fairfield General Plan as Phasing Area D. The greenbelt would vary from approximately 2 miles at its widest point to approximately 1/2 mile at their narrowest point. The Greenbelt maintains a 3/4 mile or greater width at all locations where it is bisected by major north-south roadways. The westerly boundary of the Greenbelt is Interstate 80. The easterly boundary is Lewis Road, which is also the City of Fairfield's Sphere of Influence and Phasing Area D boundary. The total amount of acreage within the Greenbelt is approximately 2,352 acres. This figure includes the Noonan Reservoir, portion of the Water Treatment Plant and Cypress Lakes Golf Course properties, but excludes the Cement Hill Range portion of the Greenbelt.

The boundaries have been located to follow property lines to the greatest extent feasible, while maintaining adequate width in all areas. However, in some cases, the location of the Southern Pacific Railroad right-of-way, power lines or other easements have dictated the location of the boundaries. In the area where the greenbelt is shifted north to include the existing golf course, maintaining adequate greenbelt width required some properties to be both inside and outside the greenbelt.

Adjustments to Greenbelt Boundaries

Modifications to the boundaries would consider environmental and economic factors as well as greenbelt integrity. Modifications to the boundaries may occur based upon an evaluation of these factors which may determine that property adjacent to the Greenbelt in Phasing Area D is not suitable for urban development or that the property is more appropriate as Greenbelt. Boundary adjustments may be made by either adding or removing properties or portions of properties and shall result in no net loss of greenbelt lands. The width of the Greenbelt adjacent to existing Peabody/future Walters Road, Vanden Road, Northgate Road, Meridian Road and Lewis Road, shall not be reduced so as to reduce the effective travel distance along these roadways through the greenbelt as indicated on Exhibit A.

Urban Limit Line Buffer

In addition to the Greenbelt separating the two communities, urban limit line buffers shall be created varying in width. The purpose of the buffers is to: 1) protect the viability of Travis Air Force Base, 2) permanently limit the extension of the Cities easterly growth, 3) provide a buffer to agricultural uses to the east, and 4) provide opportunity to link the greenbelt with open space conservation uses to the south and to the east. The buffer shall be 500 feet in width when adjacent to residential uses and 300 feet when adjacent to non-residential uses. The Vacaville buffer shall be located no further east than the eastern boundary of the Southern Pacific Railroad right-of-way from the northern greenbelt boundary to the Mount Diablo Meridian

line and shall extend north along said Meridian to Kilhenney Road. The Fairfield buffer shall be located along the City's Urban Limit Line as defined in the 1992 General Plan, beginning at the northern greenbelt boundary along Lewis Road and shall be linked to the Travis Area Planning Authority (TAPA) open space area south of the Travis AFB runway.

EXHIBIT C

City Responsibilities for Greenbelt Preservation

Greenbelt Subareas

Three distinct subareas have been defined for the Greenbelt and are shown on Exhibit A. These include the Area #1: Cement Hill Area, Area #2: Peabody-Walters Master Plan Area and Area #3: Phasing Area D.

Responsibilities for Preservation

The following is the division of responsibility between the Cities of Fairfield and Vacaville with regard to Greenbelt Preservation according to the three subareas defined above.

Area #1:

The City of Fairfield shall be responsible for that portion of the greenbelt which is on the south and east side of the ridgeline, excepting that portion of the Enos property (AP# 167-050-010) above the 200 ft. elevation contour. The City of Vacaville shall be responsible for that portion of the greenbelt which is on the north and west side of the ridgeline, excepting that portion of the McAvenia property (AP# 167-050-030) and Noonan property (AP# 167-050-040) above the 200 ft. elevation contour.

Area #2:

The City of Fairfield shall be responsible for preservation of approximately 75% of the total acreage of the area and the City of Vacaville shall be responsible for preservation of approximately 25% of the total acreage of the area. This may occur by the City of Vacaville preserving that portion of the Enos property (AP# 167-050-010) below the 200 ft. elevation contour and the City of Fairfield preserving that portion of the McAvenia property (AP#'s 167-050-030, 167-220-030 and 167-220-050) and Noonan property (AP# 167-050-040) below the 200 ft. elevation contour.

Area #3:

The City of Fairfield shall be responsible for preservation of approximately 66% of the total acreage of the area and the City of Vacaville shall be responsible for preservation of approximately 33% of the total acreage of the area. In addition, the Noonan Reservoir, a portion of the Northbay Regional Water Treatment Plant and Cypress Lakes Golf Course properties are within this area, but are not subject to the division of responsibilities.

JOINT RESOLUTION

CITY OF FAIRFIELD CITY OF VACAVILLE COUNTY OF SOLANO
RESOLUTION NO. 94-197 RESOLUTION NO. 94-146 RESOLUTION NO. 94-169

A JOINT RESOLUTION OF THE CITY COUNCILS OF FAIRFIELD AND VACAVILLE AND THE SOLANO COUNTY BOARD OF SUPERVISORS APPROVING THE AGREEMENT BETWEEN THE CITIES OF VACAVILLE AND FAIRFIELD AND SOLANO COUNTY FOR THE FORMATION OF THE VACAVILLE-FAIRFIELD-SOLANO GREENBELT AUTHORITY.

* * * * *

WHEREAS, on May 16, 1989 the City Councils of the cities of Fairfield and Vacaville adopted a joint resolution to initiate a planning process for the creation of an open space greenbelt buffer between the two cities; and

WHEREAS, on May 9, 1991, the Fairfield/Vacaville Greenbelt Study Committee adopted a report outlining principles and recommendations for the creation of the greenbelt; and

WHEREAS, on June 11, 1991 and July 16, 1991, the City Councils accepted the Study Committee report and directed staff to prepare an agreement to implement the recommendations of the report; and

WHEREAS, the City of Fairfield and City of Vacaville prepared several draft agreements outlining a process for the preservation of the open space greenbelt buffer between the two cities which were presented to the Fairfield Open Space Commission, Fairfield Planning Commission and Vacaville Planning Commission during numerous public hearings over the past three years; and

WHEREAS, original draft agreements recommended the formation of a Joint Powers Authority comprised of the City Councils of the Cities of Fairfield and Vacaville; and

WHEREAS, in response to concerns raised during the public hearing process before the City Council, the Solano County Board of Supervisors were invited to participate in the Joint Powers Authority and work with the two Cities to prepare the agreement to form the Authority; and

WHEREAS, a subcommittee comprised of two City Council members from the Cities of Fairfield and Vacaville and two members from the Board of Supervisors conducted several meetings to prepare the proposed Agreement to form the Vacaville-Fairfield-Solano Greenbelt Authority ("Agreement") (Exhibit 1); and

WHEREAS, City staff has presented substantial factual information regarding the proposed Agreement; and

WHEREAS, the City Councils and Board of Supervisors meeting in duly advertised public hearings have heard public testimony on the proposed Agreement; and,

WHEREAS, the proposed Agreement is consistent with the principles and recommendations of the Fairfield/Vacaville Greenbelt Study Committee Report dated May 9, 1991; and

WHEREAS, the proposed Agreement is within the scope of the Program Environmental Impact Report prepared for the Fairfield General Plan and no new environmental documentation is required in accordance with Section 15168(c)(2) of the California Environmental Quality Act; and

WHEREAS, the proposed Agreement is deemed an activity within the scope of the City of Vacaville General Plan Revision (GP-1-90), analyzed by the Proposed General Plan EIR (EIR-2-90), and no new environmental documentation is required in accordance with Section 15168(c)(2) of the California Environmental Quality Act; and

WHEREAS, the proposed Agreement involves only planning studies for possible future actions, which actions neither the Joint Powers Authority nor Solano County is presently approving, adopting or funding, Solano County finds that the proposed Agreement is exempt from the requirement for preparation of an EIR or a Negative Declaration pursuant to Section 15262 of the CEQA Guidelines (14 California Code of Regulations Section 15262); and

WHEREAS, The proposed Agreement is consistent with the City of Fairfield 1992 General Plan, City of Vacaville 1990 General Plan and Solano County 1980 General Plan; and

NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCILS OF THE CITIES OF FAIRFIELD AND VACAVILLE AND THE COUNTY OF SOLANO do resolve as follows:

1. To approve the Agreement between the Cities of Vacaville and Fairfield and the County of Solano for the Formation of the Vacaville-Fairfield-Solano Greenbelt Authority as shown in Exhibit I, attached hereto and hereby made a part of this Resolution.

2. To authorize the Mayors of the Cities of Fairfield and Vacaville and Chairperson of the Solano County Board of Supervisors to execute said Agreement.

PASSED AND ADOPTED this 13th day of September, 1994, by the following vote of the Fairfield City Council:

AYES: COUNCILMEMBERS: LESSLER/O'REGAN/PETTYGROVE/POLK/HAMMOND

NOES: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

Chuck Hammond
Mayor

Attest:

B. M. Day
City Clerk

PASSED AND ADOPTED this 13th day of September, 1994, by the following vote of the Vacaville City Council:

AYES: COUNCILMEMBERS: CLANCY, KAHN, TATUM, VICE MAYOR KIMME, MAYOR FLEMING

NOES: COUNCILMEMBERS: NONE

ABSTAIN: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

David A. Fleming
DAVID A. FLEMING, Mayor

Attest:

Kathleen M. Andronico
City Clerk KATHLEEN M. ANDRONICO

PASSED AND ADOPTED this 4th day of October
1994, by the following vote of the Solano County Board of Supervisors:

AYES: BOARDMEMBERS: Caddle, Kondylis, Schlenker, Thomson and Chairman Carroll

NOES: BOARDMEMBERS: None

ABSTAIN: BOARDMEMBERS: None

ABSENT: BOARDMEMBERS: None

William J. Carroll
Chair

Attest:

Linda Terra
Clerk to the Board of Supervisors

**VACAVILLE-FAIRFIELD-SOLANO GREENBELT AUTHORITY
RESOLUTION 2011-1**

**RESOLUTION OF THE VACAVILLE-FAIRFIELD-SOLANO GREENBELT
AUTHORITY BOARD APPROVING AN ADJUSTMENT IN THE BOUNDARY
OF THE GREENBELT FOR THE PORTION OF THE GREENBELT LOCATED
BETWEEN PEABODY ROAD AND NORTHGATE ROAD**

WHEREAS, the City of Fairfield proposed an adjustment in the boundary of the Greenbelt consistent with the Fairfield Train Station Specific Plan; and

WHEREAS, the Vacaville-Fairfield-Solano Greenbelt Authority Board ("VFSGA Board") has considered various boundary adjustment alternatives to the City's proposal; and

WHEREAS, the VFSGA Board has the power to adjust the Greenbelt boundary, pursuant to the 1994 Joint Powers Authority Agreement ("JPA Agreement") among the City of Fairfield, City of Vacaville and Solano County; and

WHEREAS, the VFSGA Board has considered the staff report and heard all testimony provided at its public meetings; and

WHEREAS, the VFSGA Board, acting as a responsible agency pursuant to the California Environmental Quality Act, has reviewed and considered the environmental documentation prepared by the City of Fairfield, which acted as the lead agency. That documentation included: (1) Fairfield Train Station Specific Plan Environmental Impact Report (State Clearinghouse #2010042093) as prepared and certified by the City of Fairfield, which consists of the Draft EIR (December 2010), Partially Recirculated Draft EIR (February 2011) and the Final EIR (July 2011); (2) Mitigation Monitoring and Reporting Program; and (3) the adopted Findings of Fact and a Statement of Overriding Considerations.

WHEREAS, the VFSGA Board finds that the environmental documents prepared by the City of Fairfield comply with the California Environmental Quality Act and are sufficient for VFSGA Board to consider the environmental effects of the proposed Greenbelt boundary adjustment; and

WHEREAS, the VFSGA Board finds that approval of the proposed boundary adjustment would be a significant action to implement the Greenbelt, by resulting in the permanent preservation of over 2,000 acres of land within the Greenbelt for public open space, public park, agriculture and habitat conservation purposes; and

WHEREAS, the VFSGA Board finds that the proposed adjustment of the Greenbelt boundary:

- (1) Will increase the amount of land with environmental resources within the adjusted Greenbelt boundary, including land within the 100-year flood plain of Union Creek and land containing extensive wetland features and the habitat of biological species protected under federal and state law;
- (2) Is necessary to promote the economic feasibility of development which is the vehicle to convey conservation easements which will protect Greenbelt lands in perpetuity;
- (3) Will maintain the integrity of the Greenbelt as all land within the adjusted Greenbelt will be contiguous;
- (4) Will not result in a net loss of land within the Greenbelt and will increase the area of the Greenbelt by approximately 400 acres;
- (5) Will not result in a reduction of the width of the Greenbelt along Vanden Road or Peabody Road, as planned development will be a minimum of 500 feet from those roads at the narrowest point.

NOW THEREFORE BE IT RESOLVED THAT THE GREENBELT AUTHORITY:

- (1) Certifies that it has reviewed those environmental documents prepared by the City of Fairfield, consisting of the Fairfield Train Station Specific Plan Environmental Impact Report, its Mitigation Monitoring and Reporting Program and the Findings of Fact and Statement of Overriding Considerations;
- (2) Adopts those Findings of Fact and Statement of Overriding Considerations, as adopted by the City of Fairfield on July 26, 2011;
- (3) Approves the adjustment to the Greenbelt boundary as shown on Exhibits 4-1 and 4-2; and
- (4) Finds that the land uses and improvements allowed by the Fairfield Train Station Specific Plan within the Greenbelt boundary, as adjusted:
 - (a) are land uses and improvements consistent with the goals and provisions of the JPA Agreement; and

(b) will be considered allowable uses and improvements under any future Greenbelt Plan, as described in Section V.A.3 of the JPA Agreement, adopted by the VFSGA Board for that portion of the Greenbelt within the Fairfield Train Station Specific Plan.

PASSED AND ADOPTED this 3rd day of October, 2011, by the following vote:

AYES: BOARDMEMBERS: ROWLETT, SPERING, TIMM, VACCARO, VASQUEZ

NOES: BOARDMEMBERS: NONE

ABSENT: BOARDMEMBERS: HUNT

ABSTAIN: BOARDMEMBERS: NONE

ATTEST:



BOARD SECRETARY
SEAN P. QUINN



VFSGA BOARD CHAIR
JOHN VASQUEZ


Legend

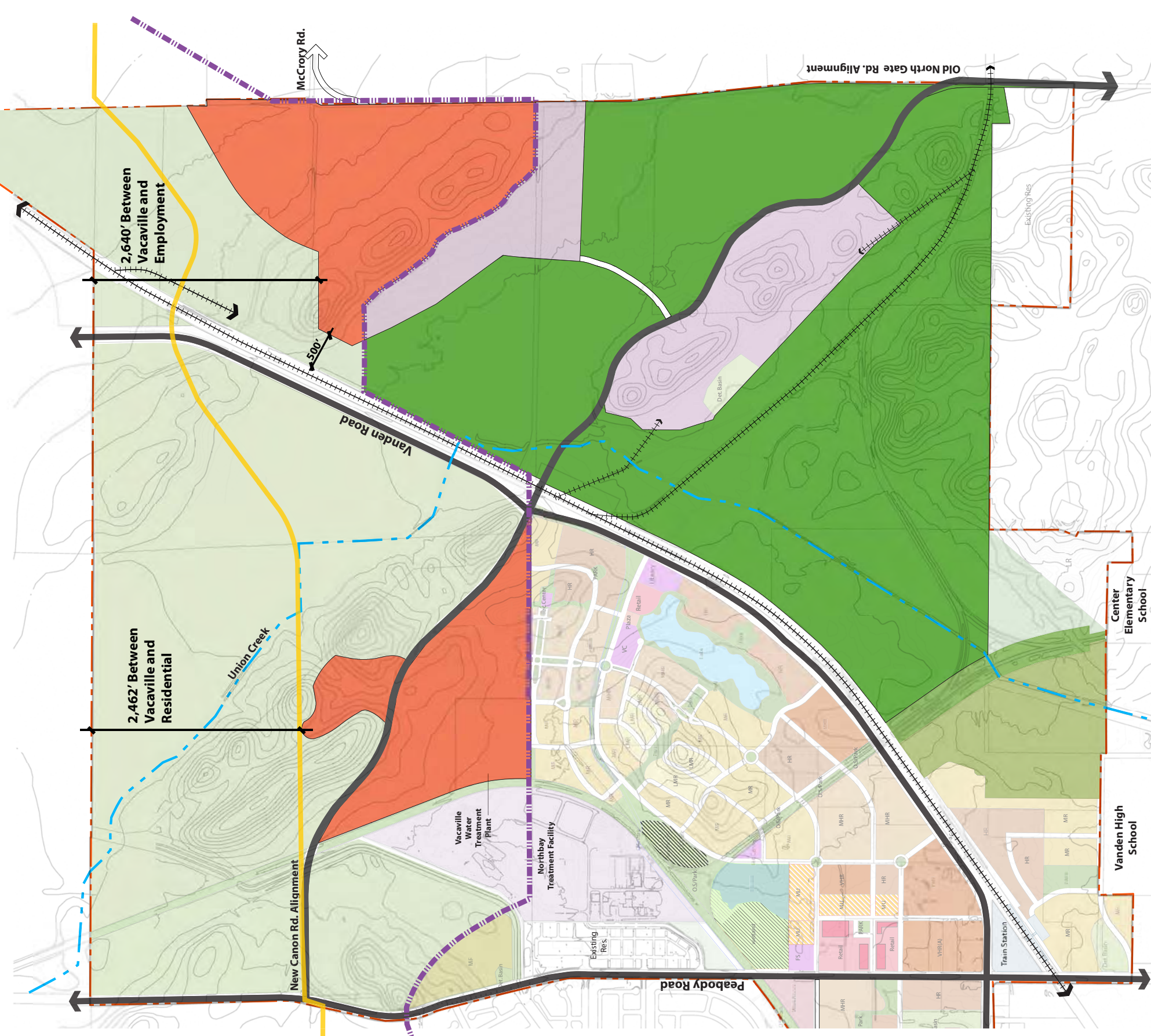
 Area Removed From Greenbelt (263 Acres)

 Area Added to Greenbelt (663 Acres)


Net Change to Greenbelt (400 Acres)

 Greenbelt Boundary


 Sphere of Influence

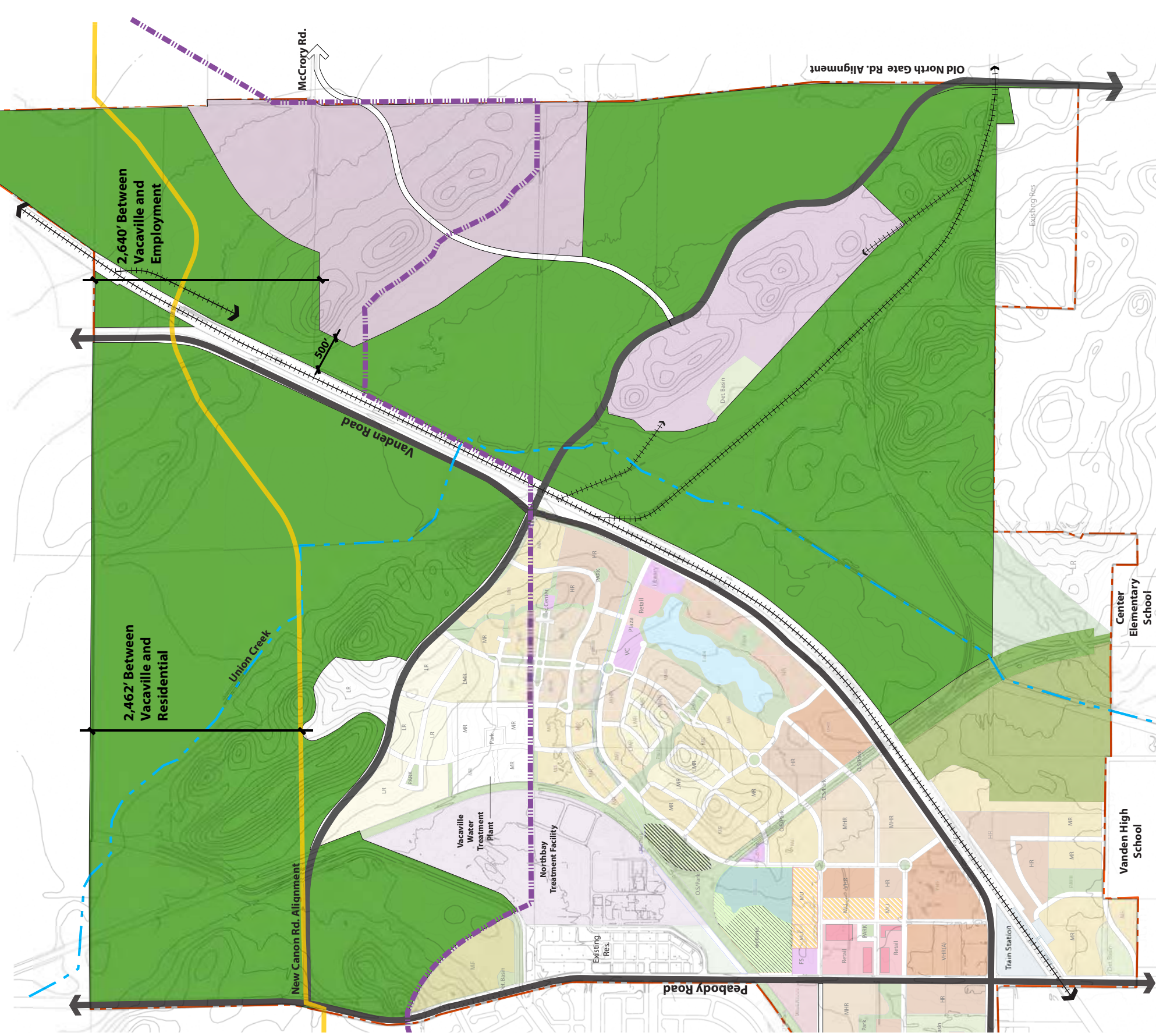


Legend

 Adjusted Greenbelt (1,496 Acres)

 Greenbelt Boundary

 Sphere of Influence



APPENDIX D

**JOINT POWERS AGREEMENT
BETWEEN
THE CITY OF VACAVILLE
AND THE
CALIFORNIA
DEPARTMENT OF CORRECTIONS**

June 1, 2000

TABLE OF CONTENTS

	Page
I. Prior Agreements Superseded by this Agreement	2
A. Agreements and Amendments	2
B. Lease Agreements and Amendments	2
II. Agreement Contingent upon Certain State Actions	3
III. Obligations of CDC	3
A. Lease of Lands to City	3
B. Public Facility Easement	4
C. Maintenance of Existing Detention Basin Capacity	5
D. Joint Use of Firing Range	5
E. Fire Training Facility	8
F. Potable Water Service	8
G. Sanitary Sewer Service	10
H. Repainting of Water Tanks	14
I. Inmate Maintenance Crews	15
J. California Drive Ditch Relocation	16
K. SPCA Sewage Discharge	16
L. Peabody Road Landscape	16
M. Maintenance of Existing Orchard for Screening Purpose	16
N. CSP Solano Trunk Sewer Line	16
IV. Obligations of City	17
A. Release of Rights to Eleven Acre Portion of Keating Park	17
B. Maintenance of Peabody Road Culverts	17

C.	Joint Use of Firing Range.....	17
D.	Potable Water Service.....	17
E.	Sanitary Sewer Service.....	18
F.	Replacement Related to California Drive Widening.....	19
G.	Provision of Materials and Tools Related to Inmate Crews.....	19
H.	Payment Related to Inmate Crews.....	19
I.	Fencing and Policing Responsibilities Related to the New Park.....	19
J.	CSP-Solano Trunk Sewer Line.....	19
K.	Enlargement of Peabody Road Culverts.....	22
V.	Mutual Agreements	22
A.	Term.....	22
B.	Joint Powers Agreement.....	22
C.	Responsibility for Compliance with Other Legal Requirements.....	22
D.	Compliance with the California Environment Quality Act.....	22
E.	Annual Meetings.....	22
F.	Minor Modifications to this Agreement.....	23
G.	Amendments.....	23
H.	Additional Agreements.....	23
I.	Ownership of CDC Detention Basin	23
J.	Use of CDC Property	23
K.	Enlargement of Peabody Road Culverts	23

V. Mutual Agreements	22
A. Term.....	22
B. Joint Powers Agreement.....	22
C. Responsibility for Compliance with Other Legal Requirements.....	22
D. Compliance with the California Environmental Quality Act.....	22
E. Annual Meetings.....	22
F. Minor Modifications to this Agreement.....	23
G. Amendments.....	23
H. Additional Agreements.....	23
I. Ownership of CDC Detention Basin.....	23
J. Use of CDC Property.....	23
K. Natural Disaster.....	23
L. Water Pressure or Supply Variations.....	24
M. Notices.....	24
N. Signator’s Warranty.....	24
O. Venue.....	24
P. Waiver.....	25
Q. Headings Not Controlling.....	25
R. Interpretation.....	25
S. Entire Agreement.....	25

EXHIBITS:

A. New Park Area (Al Patch Memorial) Legal Description.....	26
B. California Drive Widening Legal Description.....	27

ATTACHMENTS

1. Keating Park Lease L-1851A.1. 1-12
2. Al Patch Memorial (New) Park Lease L-1863A.2. 1-11
3. Animal Shelter Lease L1852A.3. 1-11

JOINT POWERS AGREEMENT

This Agreement is made and entered into as of June 1, 2000, by and between the State of California, by and through its duly appointed and qualified Director of Corrections, hereafter referred to as "CDC," and the City of Vacaville, a municipal corporation, hereafter referred to as "City."

WITNESSETH

Whereas CDC provides a sovereign, governmental function in providing custody, training and treatment of state inmates and in the management of its penal facilities and surrounding properties; and

Whereas CDC owns and operates two penal facilities, the California Medical Facility (hereafter "CMF") and the California State Prison Solano (hereafter "CSP Solano"), including an emergency bed project, both of which are located within the City; and

Whereas, City is a municipal corporation which provides municipal governmental services including among others water and sewer utility services to properties within its city limits including CDC's aforesaid penal facilities pursuant to certain existing contracts and agreements; and

Whereas City has been providing domestic water service to CDC pursuant to an agreement that terminated on December 31, 1999; and

Whereas CDC and City have heretofore and are now cooperating in a number of matters of mutual interest and have made and are performing a number of contracts or agreements including, but not limited to, the lease of the Keating Park and the Society for the Prevention of Cruelty Animals (SPCA) site, the provision of two inmate crews to City and the joint use of a firing range; and

Whereas CDC and City desire to supersede certain existing contracts and agreements as set forth below and in lieu thereof establish their obligations to each other as provided for herein; and

Whereas CDC and City further desire to provide for additional matters over and beyond those provided for in the existing agreements between them; and

Whereas CDC and City desire to provide for continued and further cooperation between them; and

Whereas City has obtained approval of the terms of this Agreement and duly authorized its City Manager to execute this Agreement, all pursuant to resolution of the City Council No. 1999-160; and

Whereas it is understood that the approval of this Agreement by City is contingent upon certain legislative approvals and certain actions on the part of the State Department of General Services to permit full implementation of this Agreement.

NOW, THEREFORE, CDC and City, by and through their duly authorized officers, do promise and agree as follows:

- I. Prior Agreements to be Superseded by this Agreement This Agreement shall automatically supersede certain prior agreements and amendments made between CDC and City, and supersede other agreements and amendments pertaining to the lease of real property upon execution and approval of new leases.
 - A. The following agreements and the amendments thereto shall be deemed expressly superseded and as of the date of this Agreement, no longer of any force or effect:
 1. Water Agreement dated March 27, 1961 and amended May 9, 1995.
 2. Agreement for Sewage Capacity dated June 1, 1981 and amended May 9, 1995.
 3. Preliminary Agreement / New Correctional Facility dated August 14, 1984.
 4. Joint Powers Agreement for Sewage Trunk Line dated March 6, 1985.
 5. Agreement for the Provision of Sewage Treatment Services dated March 6, 1985.
 6. Memorandum of Understanding - Firing Range dated August 22, 1991.
 7. Emergency Beds Project Agreement dated June 11, 1996.
 - B. The following lease agreements and the amendments thereto shall be deemed superseded upon execution and approval of new leases, which shall effect the subject properties:
 1. Animal Shelter Lease dated February 1, 1981 and amended August 1, 1986 (SPCA lease).
 2. Baseball Diamond Lease dated April 1, 1987 (Keating Park lease).

II. Agreement Contingent upon Certain State Actions. The transfer of any property interests from CDC to City provided for in this Agreement are and will be subject to the taking of required actions by State agencies and officers and to the enactment of necessary legislation to the extent required by law. Thus, for example, while the Director of General Services is authorized by Government Code section 14666 to grant easements and rights of way across certain State lands, provided he or she has the approval of the State agency involved, grants of other interests generally require legislative authorization.

Additionally, each of the individual obligations of CDC shall be subject to the conditions that the Legislature makes appropriations to fund the costs of CDC's performance thereof and to the grant by all necessary State agencies and officers of consent or other action required of them by law for the taking of actions provided for in this Agreement.

In consideration of the above limitations on the part of CDC, it is understood and agreed that City's approval of this Agreement is contingent upon the following actions on the part of the State of California being completed on or before June 30, 2000 unless extended pursuant to mutual agreement in writing by CDC and City.

- A. Execution of leases specified in Section III.A.
- B. Recordation of easement specified in Section III.B.1.

As such, this Agreement shall become null and void unless all of these State actions are completed as specified above by on or before June 30, 2000 unless extended pursuant to mutual agreement in writing by CDC and City.

III. Obligations of CDC. CDC Promises and Agrees:

- A. Lease of Lands to City. To pursue legislative proposals and implement subsequent legislation therefrom to provide for:
 - 1. Keating Park Lease. Lease to City until December 31, 2039, the area known as "Keating Park" and also referred to as lots number 6 and 7 in the lease titled "Baseball Diamond Lease" dated April 1, 1987, between the State and City. Said lease shall not include the area, which is released and relinquished as provided in Section IV.1 below. The lease shall be subject to the condition that the same be used only for park and recreation purposes with such lease to include no provisions for the payment of rent.

Upon execution, said lease shall be attached hereto as Attachment "1" and incorporated herein by this reference.

2. New Park Area Lease. Lease to City until December 31, 2039, 34.31 acres+/-, immediately to the southwest of the intersection of Peabody Road and California Drive, as more fully described in Exhibit "A" attached hereto and hereby incorporated by reference, for use solely for park and recreation purposes, with such lease to include no provisions for the payment of rent. Said new park area shall be dedicated to the memory of Al Patch and shall be named the "Al Patch Memorial Park" or similar name as mutually agreed upon by CDC and City.

Such lease shall include a provision that CDC may continue to use said site until City gives CDC twelve (12) months notice of its decision to utilize the property and commence improvements. In addition, such lease shall expire and terminate twenty (20) years from the date of this Agreement unless City has prior thereto delivered to CDC twelve (12) months notice of its decision to utilize the property and commence improvements, as duly authorized by resolution of its City Council. City shall complete the initial improvement of the park area within two (2) years from the date of commencement of the improvements. The City shall maintain the property in an orderly and attractive manner after the initiation of construction.

Upon execution, said lease shall be attached hereto as Attachment "2" and incorporated herein by this reference.

3. SPCA Lease. Lease to City until December 31, 2039, approximately 4.5 acres on the property of CMF. The lease area shall be for use solely for animal and animal shelter programs with such lease to include no provisions for the payment of rent.

Upon execution, said lease shall be attached hereto as Attachment "3" and incorporated herein by this reference.

B. Public Facility Easements. To consent to and recommend to the Director of General Services that he or she grant at no cost to City the following:

1. California Drive Right of Way. Pursuant to Government Code section 14666, to grant, at no cost, a permanent easement across approximately 1.58 acres of State property immediately to the south of the existing California Drive to accommodate the widening of California Drive, covering the area as more particularly described on Exhibit "B," which is attached hereto. That description is by this reference incorporated herein the same as though here set forth in full.

C. Maintenance of Existing Detention Basin Capacity. To maintain the storage capacity of 48.4 acre feet in the existing detention basin located to the north of the CSP Solano main entrance and on the west side of Peabody Road in order to maintain the design storage capacity of the basin for the purpose of mitigating the impact of storm water runoff generated by the CDC facilities on downstream land uses.

D. Joint Use of Firing Range. To permit the use by City of CDC's Firing Range for the term of the agreement on the following terms and conditions:

1. Definitions. The following definitions shall apply to the provisions of this section:

- a. "Maintenance" shall mean the routine repair, replacement, or preventive work done on the firing range that would be expected through normal usage. It includes, but is not limited to, such things as target holder replacement, air line repair, lead trap cleaning, environmental remediation, painting, other cleaning and railroad tie re-facing.
- b. "Damage" shall mean injury to the firing range facility, which requires repair, due to intentional acts, negligence, or inappropriate behavior on the part of those allowed use of the facility, normal wear and tear excepted.

2. Inspection and Maintenance Responsibility. Inspection and maintenance of the firing range shall be assigned as follows:

- a. The lead firearms instructor of the party utilizing the facility will be responsible for conducting a thorough inspection of the range facility and filing an inspection report at the beginning of each day the range facility is used by that party. The completed report will be placed in the designated box at the range control booth prior to leaving the facility for the day. Any deficiencies which pose a safety hazard to users of the firing range will be reported immediately to the on duty watch commander at CSP Solano.
- b. CSP Solano will be responsible for all maintenance of the firing range facility through August 31, 2006 and the cost of said maintenance shall be borne solely by CDC with no contribution from City. Beginning September 1, 2006 City will reimburse CSP Solano for one seventh (1/7) of the cost of maintenance based on the percentage of the time that the

City has use of the firing range (i.e. one out of seven calendar days). City will make an annual payment to CSP Solano at the conclusion of each fiscal year of range operation for the maintenance of the facility for the preceding year after receiving an itemized report of maintenance expenditures for said preceding year. The itemized report shall be received by City at least 30 days prior to payment due date.

- c. In the event City does not appropriate money for the purpose of funding this section III.1.D of the Agreement for any fiscal year, section III.1.D of the Agreement shall terminate, in its entirety, without penalty, effective upon the close of business on the last day of the term for which funding has been appropriated. Upon termination of this section III.1.D City shall lose all right to access and utilize the firing range. Should section III.1.D be terminated as set forth immediately above, all remaining provisions, sections, terms and conditions of the Agreement shall remain in full force and effect.
 - d. The provision of the firing range for City's use is subject to CDC's continued use of the firing range. In the event that CDC is mandated to cease use of the firing range for environmental reasons or any other reason, or determines that it must do so for the safety and/or security of the institutions or the public, this Section III.1.D. shall immediately terminate pursuant to written notice to City.
 - e. City will be responsible for the cost and repair of any damage, which is the result of City personnels' willful misconduct or reckless or negligent use of the range, normal wear and tear excepted.
 - f. Further, City shall pay one-seventh (1/7) of any costs incurred by CDC for any future remediation as required by federal or State law.
3. Improvement of the Firing Range Facility. CDC and City agree to meet in the future to discuss possible plans and agreements for construction of improved facilities. It is understood, however, that any such construction will require separate actions on the part of CDC and City to appropriate funding for any such expenditure.

4. Indemnification. The following indemnification provisions shall apply to use of the firing range:
- a. City shall defend, indemnify and hold harmless CDC and its officers, officials and employees from and against all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) arising from the negligent or reckless acts or willful misconduct of its officers, officials and employees in their use, operation or inspection of the firing range facility under Section III.D.
 - b. CDC shall defend, indemnify and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every kind and nature arising out of its willful misconduct, negligent or reckless ownership, use, maintenance or operation of the firing range.
5. Other provisions.
- a. City shall have the exclusive right to use the firing range on each Wednesday of every week, during the hours of 6:00 a.m. to 10:00 p.m., unless preempted for a CDC emergency or mutually agreed upon scheduled maintenance.
 - b. City shall have the right to use the firing range during other times upon approval by CSP Solano's Warden or his or her designee. City's requests shall be submitted in writing to the Correctional Captain.
 - c. City's use of the firing range shall be limited to Peace Officer Personnel, as defined in Section 830 of the California Penal Code.
 - d. City shall provide a Rangemaster during City usage.
 - e. City's Rangemaster shall be responsible for providing CDC with a list of Peace Officer Personnel who will be utilizing the Range.
 - f. City's Rangemaster shall be responsible for submitting to CDC, a list of the types of weapons and ammunition to be utilized by Peace Officer Personnel. Modifications to this

list shall be submitted to CDC by City's Rangemaster as necessary.

- g. City's Rangemaster shall be accountable for inventorying the weapons, equipment and supplies entering and leaving the firing range at the time of use. Any discrepancies are to be reported to the CDC Watch Commander immediately.
- h. Peace Officer Personnel shall be identified by displaying their Police Identification Card to the CDC Tower Officer.
- i. City shall obtain prior approval from the CDC Rangemaster or Watch Commander before providing training with pyrotechnics to Peace Officer Personnel.
- j. The operation and use of the Range shall be governed for all users thereof by rules promulgated by CDC.
- k. CDC shall have the continuing right to make improvements and modifications in the Range. If it does so, City shall be liable for only that part of the capital costs thereof to the extent that it previously agreed thereto in writing executed by an authorized officer of City.

E. Fire Training Facility. To support the inclusion of City with the Solano Community College in any and all extensions of the existing agreement for joint use of the Fire Training Facility, which currently exists on the property of CDC. In the event that City is included in any such extensions, it shall contribute to any rent and costs of repair and maintenance, as mutually determined by CDC, City and Solano County Community College.

F. Potable Water Service. Relative to the supply of potable water by City, CDC commits:

1. Maximum Flow Limits. To limit its maximum use of potable water provided by the City to 1,000,000 gallons per day with an annual limit of 560-acre feet per year.
2. Service Charges. To pay to City non-discriminatory monthly water service charges, as established by the Vacaville City Council and amended from time to time in accord with the City's non-discriminatory water service rates, and all other rules and regulations which are applicable to water users in the City of Vacaville. Said non-discriminatory water service charges shall include the cost of maintenance and operations, facility replacement and legally

required improvements but in no event shall such charges include the cost of expanding the water system to accommodate new development.

3. Water Conservation Measures. To implement water conservation measures to comply with requirements imposed on City by any state and/or federal agencies.
4. Maximum Flow Limit Exceedance. To be subject to the following provisions:
 - a. To pay a penalty rate for exceeding the maximum daily flow limit, such that if CDC exceeds a flow of one million gallons of water on any one (1) day in a calendar month, it shall pay for that amount of water in excess of one million gallons at a rate equal to twice the highest tier rate then charged by the City, as established by the Vacaville City Council, pursuant to the Vacaville Municipal Code.
 - b. To notify City as expeditiously as possible if CDC believes it may exceed the maximum daily flow limit on any calendar day.
 - c. City shall have the right at its sole discretion to curtail, limit or cease water deliveries in order to ensure that 1.0 mgd allowed is not exceeded; provided, however, that should City decide to limit CDC to 1.0 mgd on any given day, it shall notify CDC as expeditiously as possible. It is understood that City can curtail the delivery of water from offsite via the SCADA operated flow control capability as specified in section III. F. 5. b, below.
 - d. Imposition of the penalties, curtailment or cessation of water delivery above shall not be a waiver of the breach of CDC's obligations or of any other breach of this Agreement and shall not foreclose the ability of City or CDC to pursue any other legal or contractual remedy that may be available to it.
5. CSP Solano Water Treatment Facility. To incorporate, maintain and operate as part of the CSP Solano water treatment facility the following facilities in accordance with the standards of the California Department of Health Services and any other federal or state regulatory agency, for the purpose of improving the reliability and utility of the facility and to limit the daily use of City's potable water to the amount specified in Section F.1, above.

- a. A Supervisory Control and Data Acquisition (SCADA) system with operational capacity for the continuous 24-hour operation of the CSP Solano water treatment plant.
 - b. A SCADA operated flow control capability which is connected to the City water system
 - c. A vertical flow flocculator clarifier or equivalent for the CSP Solano water treatment plant.
 - d. A raw water storage basin to hold 560,000 gallons of raw water. In no event shall this provision restrict CDC's ability or right to store for its own use upon its grounds, such amount of water received by it under this Agreement as it may, in its discretion, desire.
6. Water Quality Protection Devices. To maintain the existing and install any future required devices within the CDC water system as required by public health agencies having jurisdiction over City's water system in order to protect the quality of City's water.
7. Other Legal Requirements. To be subject to and comply with all applicable legal and nondiscriminatory requirements for all water customers.
- G. Sanitary Sewer Service. Relative to the supply of sewage collection and treatment by City, CDC commits:
1. Definitions. To utilize the following definitions for the purposes of this Agreement:
 - a. "Average Dry Weather Flow Rate" (ADWF) shall mean the total of the daily discharge flow rates during any dry, calendar month (May through October number of days in that month that the facility was discharging flow.
 - b. "Maximum Peak Flow Rate" (MPF) shall mean the total discharge during any 60 minute period of time taken in five minute intervals measure in average gallons per minute.
 2. Maximum Sewer Flow Rates Existing as of the Effective Date of this Agreement. To limit its existing maximum use of domestic sewer service until additional sewer treatment capacity has been

purchased from the City pursuant to section III.G.3, below, as follows:

a. Maximum Sewer Flow Rates

(i) CMF Maximum Sewer Flow Rates:

Average Dry Weather Flow Rate 500,000
gallons/day

Maximum Peak Flow Rate 765 53
gallons/minute

(ii) CSP Solano Maximum Sewer Flow Rates:

Average Dry Weather Flow Rate 790,000
gallons/day

Maximum Peak Flow Rate 1,319
gallons/minute

3. Maximum Sewer Flow Rates Prior to Expansion of the City Wastewater Treatment Plant. To limit its maximum use of domestic sewer service following the purchase of additional treatment capacity, until the City has received beneficial use of the expansion of its Easterly Wastewater Treatment plant as follows:

a. Maximum Sewer Flow Rates

(i) CMF Maximum Sewer Flow Rates:

Average Dry Weather Flow Rate 500,000 642,895
gallons/day

Maximum Peak Flow Rate 868 1085
gallons/minute

(ii) CSP Solano Maximum Sewer Flow Rates:

Average Dry Weather Flow Rate 854,500
gallons/day

Maximum Peak Flow Rate 1483
gallons/minute

b. Purchase of Additional Sewer Treatment Capacity. In order to utilize the maximum sewer flow rates specified in section a, above, CDC agrees to purchase from the City, additional sewer treatment capacity as follows:

- (i) To purchase for CMF, an additional 103 gallons per minute of Maximum Peak Flow capacity.
- (ii) To purchase for CSP-Solano, Average Dry Weather Flow capacity of 64,000 gallons per day which equals 111 gallons per minute of Maximum Peak Flow capacity, and to purchase an additional 52 gallons per

minute of Maximum Peak Flow capacity through a credit by the City of Vacaville.

- (iii) To pay the City for the total additional capacity by June 30, 2000. If the City is paid for the purchase prior to January 1, 2000 the price shall be \$1,602,167. The purchase price after December 31, 1999 shall be adjusted to reflect the change, if any, in the Engineering News Record San Francisco Bay Area Construction Cost Index as provided in the City's Development Impact Fees Ordinance.
- (iv.) To obtain at no cost for CSP-Solano, Average Dry Weather Flow capacity of 500 gallons per day to allow the discharge of wastewater generated from the Society for the Prevention of Cruelty to Animals (hereinafter "SPCA"). This equals 1 gallon per minute of Maximum Peak Flow capacity. Said capacity for the SPCA may be increased if CDC can document to the City's satisfaction that the SPCA Facility generates an Average Dry Weather Flow rate of greater than 500 gallons per day.

4. Optional Maximum Sewer Flow Rates After to Expansion of the City Wastewater Treatment Plant. After the City has received beneficial use of the expansion of City's Easterly Wastewater Treatment Plant from a 10 MGD capacity to a 15 MGD capacity, CDC shall have the option to purchase increased sewer treatment capacity as follows:

a. Maximum Sewer Flow Rates

(i) CMF Maximum Sewer Flow Rates:

Average Dry Weather Flow Rate 510,000
gallons/day

Maximum Peak Flow Rate 885
gallons/minute

670 11/02
- to 640 K
11/03

b. Purchase of Additional Flow Capacity. In order to utilize the maximum sewer flow rates specified in section a, above, CDC must purchase from the City, optional additional sewer treatment capacity as follows:

- (i) To purchase for CMF, Average Dry Weather Flow capacity of up to 10,000 gallons per day which equals 17 gallons per minute of Maximum Peak Flow capacity

- (ii) To pay the City for the optional additional capacity at CMF in accordance with the City's Sewer System Impact Fee that is in effect at the time this option is exercised.
 - (iii) To the extent that CDC has not purchased the, optional sewer treatment capacity as specified in this section within six months of the receipt of written notice from the City that the City has received beneficial use of the expansion of City's Easterly Wastewater Treatment Plant from a 10 MGD capacity to a 15 MGD capacity, or such additional time as mutually agreed upon in writing by CDC and the City, the right to purchase such additional capacity shall expire.
 - c. Upon the purchase of the optional capacity or the expiration of the option period as both specified in this section b, the City shall prepare and provide to CDC, a written addendum which shall be attached to this Agreement which specifies the maximum sewer flow rates for CMF and CSP-Solano. The sewer flow rates provided in the addendum shall be reflected in CDC's industrial user permit.
- 5. CDC Commitment to Manage Sewage Flow. The additional sewer treatment capacity as specified in sections III.G.3 and III.G.4, above, is projected to be required in order to permit CMF and CSP-Solano to operate with a full capacity of inmates on the basis of current operating characteristics. CDC commits that it will manage the operational characteristics of CMF and CSP-Solano to insure that domestic sewer flows do not exceed the maximum flow rates established pursuant to this Agreement.
- 6. Inflow and Infiltration Improvements at CSP Solano. To implement inflow and infiltration improvements at CSP-Solano to reduce the Maximum Peak Flow Rate to no more than 2.5 times the Average Dry Weather Flow Rate as provided in sections III. G. 2, 3 and 4, above, converted to gallons per minute. In order to accomplish this reduction, CDC agrees to implement a comprehensive renovation of on-site sewage collection facilities as outlined in the "Action Plan" submitted to City on January 31, 1999. The renovation, as provided for in the "Action Plan" consisted of the demolition and reconstruction of suspect system interceptors and interties with the objective of minimizing groundwater infiltration and storm water interflow into the sewage collection system. CSP-Solano shall conduct a monthly inspection and evaluation of system repairs

during the 1999/2000 wet weather season. Such inspections shall be systematic and will be submitted monthly to City with the monthly Self Monitoring Report.

After the 1999/2000 wet weather season, the effectiveness of these repairs shall be evaluated by CDC and reported to City. If the sewer flow generated by CSP-Solano during the 1999/2000 wet season exceeds the Maximum Peak Flow Rate, CDC shall develop and implement additional inflow and infiltration improvements in order to reduce flows to the Maximum Peak Flow Rate. In regard to exceedances of the Maximum Peak Flow Rate it is understood that CDC is subject to the enforcement and penalty provisions of the City's Pretreatment Program.

7. Service Charges. To pay to City non-discriminatory monthly sewer service charges, as established by the Vacaville City Council and amended from time to time in accord with the City's non-discriminatory sewer service rates, and all other rules and regulations which are applicable to industrial sewer users in the City of Vacaville. Said non-discriminatory sewer service charges shall include the cost of maintenance and operations, facility replacement and legally-required improvements, as charged to all other customers within the City of Vacaville, but in no event shall such charges include the cost of expanding the water system to accommodate new development.
 8. SCADA System. To cooperate with the City to implement and maintain an on-line, real time, Supervisory Control and Data Acquisition (SCADA) system to permit joint monitoring of the sewer flows, as mandated pursuant to Consent Orders No. 1098-30-AO and 1098-31-AO. Each party shall be responsible for the maintenance of SCADA equipment located on its respective property.
 9. Other Legal Requirements. To be subject to and comply with all applicable legal and nondiscriminatory requirements for sewer service customers.
- H. Repainting of Water Tanks. To repaint the four (4) water tanks owned by CDC located on the hillside to the west of the currently improved portion of CDC's property, in a tan color to approximately match the color of the hillside within twelve (12) months of the execution of this agreement.

1. Inmate Maintenance Crews. CDC will provide inmate maintenance crews as follows:
 1. Keating Park and New Park Area ("Al Patch Park") Crews. To continue to provide one maintenance crew consisting of one custodial coverage-correctional officer and inmates for maintenance and repair of the property commonly known as Keating Park, as identified in Section III.A.1, above, subject to the payment of inmate wages and custodial coverage/correctional officers by City. Further, to provide one maintenance crew and custodial coverage for maintenance and repair of the approximately 35 +/- acres located immediately to the southwest of the intersection of Peabody Road and California Drive ("Al Patch Park"), as identified in Section III.A.2, above, subject to the payment of inmate wages and custodial coverage/correctional officers by City. The number of inmates assigned to maintain the subject park areas will be the number that, by agreement of the City and CMF, are required and available to ensure that the subject parks are maintained in good order. The provision of the maintenance crew to either property is subject to (1) City's continued use of such properties for park or recreation purposes and (2) the right of either party to terminate any part of or all of said crews and custodial coverage as provided in section III.I.3, below. If a maintenance crew is terminated, City shall be responsible for the maintenance of the park area that was formerly maintained by the maintenance crew.
 2. Creeks and Open Space Crew. To continue to provide one maintenance crew consisting of one custodial coverage-correctional officer and inmates subject to the payment of inmate wages by City. The provision of the maintenance crew to either property is subject to the right of either party to terminate any part of or all of said crews and custodial coverage as provided in section III.I.3, below. If the maintenance crew is terminated, City shall be responsible for the maintenance of the creek and open space areas that were formerly maintained by the maintenance crew.
 3. Termination of Maintenance Crews. CDC may terminate all or part of the maintenance crews as specified in sections III.I.1 and 2, above, if it determines that there are no available inmates for said crews. CDC will, however make a best effort to continue to provide such maintenance crews for the term of this agreement. Prior to the termination of any maintenance crew, CDC shall provide City with one hundred and eighty (180) days written notice of such

termination unless a safety or security issue arises at which time CDC shall provide reasonable notice under the circumstances.

- J. California Drive Ditch Relocation. To relocate approximately 685+/- feet of the existing ditch located along the south side of California Drive to a location roughly parallel and to the south of the right of way provided for in section II.B.1, above. Such improvements shall commence no later than one hundred twenty (120) days after CDC receives written request by City to relocate the ditch.
- K. SPCA Sewage Discharge. To continue to allow the discharge of wastewater generated from the SPCA facility through the wastewater discharge lines of CDC to City's community sewer system at not to exceed an Average Dry Weather Flow rate of flow of 500 gpd and a Maximum Peak Flow rate of flow of 1 gpm.
- L. Peabody Road Landscape Screening. To rehabilitate and to maintain as a visual screen of CDC's facilities to the west thereof, landscaping along the west side of Peabody Road on CDC property northerly of the property subject to lease for the SPCA facility. Said rehabilitation shall include the planting of forty (40) one gallon size eucalyptus trees to replace trees that have been lost within the visual screen. If tree species other than eucalyptus are planted, such trees shall be fifteen gallon in size.
- M. Maintenance of Existing Orchard for Screening Purposes. To maintain the existing orchard area lying south and west of the 35+/- acre lease area provided for in section III.A.2, above, and north of CMF, or if such orchard is removed, to install and maintain landscaping, comparable to the landscape screening adjoining Peabody Road, in the area between CMF and the residential areas to the north,
- N. CSP Solano Trunk Sewer Line. The trunk sewer line that extends from CSP Solano to City's Easterly Wastewater Treatment Plant was constructed by CDC and conveyed to City. In recognition of that contribution, CDC and City herein establish certain agreements as to the utilization of the capacity of said trunk sewer line. In regard to the utilization of such capacity, CDC commits:
1. Utilization of Remaining Capacity. To agree that City may utilize the remaining capacity of said trunk sewer line to serve additional development within the city limits of City subject to:
 - a. Reservation of capacity to serve CSP Solano for the sewer flows provided in Section G of this Agreement.

- b. City providing for repayment of the cost of said trunk sewer line to CDC through the modification of the CMF South Sewage Trunk Line Benefit District in accord with the provisions of section IV. J. 3, below.

IV. Obligations of City. City Promises and Agrees:

- A. Release of Rights to Eleven Acre Portion of Keating Park. Notwithstanding any other provisions of this or any other agreement between them, as of the date of this Agreement, City hereby releases and permanently relinquishes its rights in and to the approximately eleven (11) acre parcel of property owned by CDC which is described in Paragraph 9 of that certain lease titled "Baseball Diamond Lease" dated April 1, 1987, made by the State of California as lessor and City as lessee as " . . . eleven (11) acres, more or less, South of Lot No. Six (6) on the attached map marked 'Proposed 11.0 Acre Lot Leasing Site Plan 4919'" and is more particularly described under the heading of "Eleven (11) Acres" and which property was heretofore available to but which has not been used or improved by City. The new lease for the Keating Park area as provided in section III.A.1, above, shall not include the subject eleven-acre area.
- B. Maintenance of City Drainage System. To maintain the existing forty-two and forty-eight inch diameter culverts under Peabody Road (which connect from the CDC detention basin referenced in section III.C, above, to the City detention basin located on the east side of Peabody Road) and the City drainage system downstream from said culverts such that the system will continue to accept the design outflow of the CDC detention basis as of the date of this Agreement.
- C. Joint Use of the Firing Range. To utilize the CDC firing range facility in accordance with the provisions of section III.D, above.
- D. Potable Water Service. For the term of this agreement, City shall provide potable water services to CDC in accord with the following:
 - 1. Maximum Flow Limits. To provide potable water service to CDC in accord with legal requirements applicable to utilities up to a maximum of 1,000,000 gallons per day with an annual limit of 560-acre feet per year as provided in section III. F, above.
 - 2. Service Charges. To charge to CDC monthly water service charges as provided for in Section III.F.2, above.

3. Other Legal Requirements. To comply with all other legal requirements applicable to utilities providing potable water service.

E. Sanitary Sewer Service. So long as it operates a sewer utility, to continue to provide sanitary sewer service to CDC as follows:

1. Definitions. To utilize the definitions provided in section III.G.1, above, for the purposes of this Agreement.
2. Maximum Sewer Flow Rates. To accept the maximum sewer flow rates from CDC as follows:
 - a. To accept the maximum sewer flow rates from CDC as provided in section III.G.2.a, above.
 - b. To accept the increased maximum sewer flow rates from CDC as provided in sections III.G.3.a and III.G.4.a, above, subject to CDC's purchase of additional sewer treatment capacity as provided in sections III.G.3.b and III.G.4.b, above.
 - c. Upon the purchase of the additional capacity or the expiration of the option period as both referenced in this section b, to prepare and provide to CDC, an addendum which shall be attached to this Agreement which specifies the maximum sewer flow rates for CMF and CSP-Solano. The sewer flow rates provided in the addendum shall be reflected in CDC's industrial user permit.
3. Inflow and Infiltration Improvements at CSP Solano. To cooperate with CDC in regard to implementation of inflow and infiltration improvements at CSP-Solano as provided in section III.G.6, above.
4. Service Charges. To charge to CDC monthly sewer service charges as provided for in section III.G.7, above. Said sewer service charge shall incorporate a credit for an Average Dry Weather Flow rate of 500 gallons per day that is agreed to be attributed to the SPCA facility. Said credit may be increased if CDC can document to the City's satisfaction that the SPCA Facility generates an Average Dry Weather Flow rate of greater than 500 gallons per day.
5. Other Legal Requirements. To comply with all other legal requirements applicable to utilities providing sanitary sewer service.

- F. Replacement Related to California Drive Widening. To relocate or replace in like kind fencing, landscaping including, shrubs and non-orchard trees, and any other improvements previously located on CDC property which are removed or modified to accommodate the widening by City of California Drive on the southerly side thereof other than the ditch which is identified in Section III, Paragraph 8 above. The fencing, landscaping and other improvements which are to be relocated or replaced shall be located immediately to the south of the easement for right of way which is to be provided by CDC along its property as provided in section I. 2.a, above. The shrubs shall be new five (5) gallon shrubs, the trees shall be fifteen (15) gallon trees, and they and other improvements replaced or modified shall be like in kind, use and/or variety to those replaced.
- G. Provision of Materials and Tools Related to Inmate Crews. To at its sole expense, furnish all materials and tools connected with landscape maintenance and repair of the grounds, turf, structures, fences and other improvements constructed or located on the properties referred to in sections III.A.1 and III.A.2, above, and the creeks and open space referred to in section III.I.2, above, so long as CDC maintenance crews are providing the maintenance of the aforesaid properties.
- H. Payment Related to Inmate Crews. To reimburse CDC as provided in sections III.I.1 and 2, above, for the inmate wages and custodial coverage/correctional officer costs related to the maintenance services provided pursuant to section III.I.2, above. The rate of such reimbursement shall be the same as normally paid to other inmates and Correctional Officers for similar work at CMF. Said reimbursement shall occur quarterly or as otherwise agreed upon by the parties following the submission of an invoice to the City by CMF.
- I. Fencing and Policing Responsibilities Related to New Park Area. As a condition of its exercise of the right provided to it to use the property identified in section III.A.2, above, City shall make improvements approved by CDC including, but not limited to, a security fence in like kind to that provided by City at the property commonly known as Keating Park, which property is identified in section III.A.1, above. Further, to be responsible for patrolling and policing the Keating Park property and the approximately thirty-five (35) acres located immediately to the southwest of the intersection of Peabody Road and California Drive, as identified in Section III, Paragraph 1.b. above, to the same extent as the City patrols and polices other City parks and recreation areas.
- J. CSP Solano Trunk Sewer Line. The trunk sewer line that extends from CSP Solano to City's Easterly Wastewater Treatment Plant was constructed by CDC and conveyed to City. In recognition of that contribution, CDC and

City herein establish certain agreements as to the utilization of the capacity of said trunk sewer line and repayment of the costs of construction to CDC for the portion of the trunk sewer line capacity that is not reserved for CSP Solano. In regard to the utilization of such capacity, City commits:

1. Capacity Reservation for CSP Solano. To reserve capacity to serve CSP Solano within said trunk sewer line for the sewer flows purchased by CDC as provided in section III.G, above, of this Agreement.
2. Utilization of Remaining Capacity. To utilize the capacity that exists in said trunk sewer line that is in excess of the capacity reserved for CSP Solano, as provided in section III.G, above, to serve property within the city limit that lies to the east of CSP Solano. In regard to such future sanitary sewer service City commits:
 - a. To maintain, operate, repair and take such other actions as may be reasonably required so that the CSP Solano trunk sewer line will serve the purpose for which it was built, the transmission of sewage generated on lands of CDC and other developing properties within City.
 - b. To, from time to time as may be appropriate, annex property into the city limit which would utilize the remaining capacity of said trunk sewer line.
 - c. To consider development applications for projects that would utilize the remaining capacity of said trunk sewer line in accordance with planning policies and standards customarily applied by City so as not to unreasonably impede such development which would result in the repayment of CDC for the costs of said trunk sewer line.
 - d. To require, as a condition of the approval of any development application within the area that would be served by said trunk sewer line, that the development project connect to said line. Further, to require that the developer of each such project pay into a City benefit district, a fee equal to the cost of the portion of the total capacity of said line that City determines is required to serve the development as provided in section IV.M.3, below.
3. Provision for Collection of Repayment to CDC. To provide for the repayment to CDC of the proportion of the total cost of the CSP

Solano trunk sewer line, that is not reserved for CSP Solano as provided in the preceding section IV.M.1, above, through a benefit district that would serve to collect funds for such repayment from the developers of any development projects that would connect to the trunk sewer line constructed by CDC. In the event that City engages in any development that will be served by said trunk sewer line, it shall contribute funds to the benefit district in the same manner as any other developer. In regard to such benefit district City commits:

- a. To revise the benefit district that was established by City on March 26, 1985 as the CMF South Sewage Trunk Line Benefit District to include a larger area that will completely utilize the remaining capacity of said trunk sewer line consistent with the current standards of City. It is anticipated that said benefit district revision will be completed within six months of the update of the Vacaville General Plan, which is scheduled to begin in 1999. Prior to revising the benefit district, City shall continue to collect funds for repayment to CDC under the terms of its current benefit district. The revised benefit district shall provide for the ultimate repayment to CDC of the portion of the cost of said trunk sewer line that is proportionate to the capacity that is allocated to development that connects to the trunk sewer line constructed by CDC.
 - b. To pay quarterly to CDC the benefit district fees, if any, received pursuant to this Section and to provide to CDC an itemized statement showing the basis for such quarterly statement.
 - c. To additionally modify the subject benefit district in the future if land use plans in the area change to the extent that modification of the subject benefit district is required in order to provide for fair reimbursement to CDC.
4. Provided that CDC is current in its monetary obligations under this Agreement and if it determines any portion of its transmission capacity under this Agreement is permanently surplus to its needs, it may request that the City reassign said capacity to other property within the service area of the CSP Solano trunk sewer line. To the extent that property is available, which can utilize such capacity, consistent with the City's general plan, the City shall comply with the request of CDC. CDC shall fund the cost of the revision of the

benefit district by the City in order to make provision for the repayment to CDC of the proportionate costs of the trunk sewer line.

- K. Enlargement of Peabody Road Culverts. In the event that the culvert referred to in section IV.B, above, be enlarged, as a result of development of property not owned by CDC, the costs thereof shall be borne solely by City.

V. Mutual Agreements. It is Mutually Understood and Agreed:

- A. Term. The term of this Agreement shall commence on the date first written herein above and shall expire and terminate on December 31, 2039, subject to the provisions for earlier termination set forth in sections III.B.2, III.I.1 and III.I.2, above.
- B. Joint Powers Agreement. This Agreement is made and entered into pursuant to the provisions of the so-called Joint Powers Act, California Government Code sections 6500, et seq., and other applicable laws. It shall be governed thereby and by other applicable laws of the State of California as such may from time to time be amended including, among other conditions and requirements, the approval thereof by the Director of the Department of Corrections.
- C. Responsibility for Compliance with Other Legal Requirements. In performance of their respective obligations under this Agreement, management and use of property owned or controlled by them, and any other actions which affect the other, CDC and City shall each individually be solely responsible for complying with all applicable local, state and federal laws, statutes, rules, regulations and requirements, including, but not limited to, any and all other local, state and federal laws, statutes, rules, regulations and requirements, including the costs incidental thereto.
- D. Compliance with the California Environmental Quality Act (CEQA). In performance of their individual and respective obligations under this Agreement, CDC and City shall each individually be solely responsible for compliance with CEQA, including the costs thereof.
- E. Annual Meetings. Annual meetings shall be held by and between CDC and City to review the status of the performance of this and any other agreements between them which have not expired or terminated and any other items of mutual interest or concern to CDC or City. Unless otherwise agreed in writing by CDC's and City's representatives, such meetings shall be held on the second Wednesday of April of each year, in even numbered years at the office of CDC designated by it in writing and in odd numbered years at the offices of City designated by it in writing. CDC shall be

represented by the Wardens of CSP Solano and CMF, and/or their designees. City shall be represented by the City Manager and/or his or her designee.

- F. Minor Modifications to this Agreement. The parties mutually agree that minor modifications to this Agreement may be required during the term of this Agreement due to changes in conditions or circumstances. For example, the mutually desired interval term for the measurement of Maximum Peak Flow Rate as provide in section III.G.1.b, above, may change due to changes in SCADA system technology. Such modifications must be jointly approved by the City Manager and the CDC Chief, Contracts Management Branch as appropriate, if they are found to be mutually beneficial and of a minor nature not resulting in a material change to the provisions of this Agreement. Any such minor modifications shall be in writing and shall be attached to this agreement as an addendum.
- G. Amendments. This Agreement may be amended upon mutual agreement of the parties hereto. Any amendments found not to be a Minor Modification as provided in section V.F., above, shall be subject to and contingent upon the required State of California, Department of General Services (DGS), CDC and City approvals and enactment of any necessary legislation. Any changes to Real Estate and lease matters shall require DGS approval. All amendments must be in writing and duly executed by all parties to this Agreement.
- H. Additional Agreements. The parties mutually agree that they will cooperate on and may make, enter into and perform additional agreements for projects not included in the scope of this Agreement, which are of mutual benefit to the parties hereto.
- I. Ownership of CDC Detention Basin. The obligation undertaken by CDC in section III. C, above, creates no property or ownership right in City
- J. Use of CDC Property. Nothing contained in this Agreement shall limit or preclude CDC from making such changes in its property and facilities as it may from time to time determine to be appropriate for its full use of its property, save and excepting only rights granted to City (1) under leases made to City, and (2) any uses which are inconsistent with easements granted to City.
- K. Natural Disaster. In the event of a natural disaster which substantially damages, destroys or makes any facility owned by or for which CDC or City are responsible and which is material to the performance of this agreement (as for example the facilities provided for in section III.A, above,

for which City is responsible), in the absence of agreement of the other party to the contrary, the owner or party responsible therefore shall restore the same to their prior condition.

- L. Water Pressure or Supply Variations. City will deliver water under the terms of this Agreement at such pressures as will, from time to time, be available in normal operation of city's water system. City shall not be held liable for any damages resulting from interrupted service or increase or decrease of delivery pressure unless such interruptions or changes in delivery pressure are brought about by negligence or recklessness on the part of City.
- M. Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or mailed, postage prepaid and addressed to the respective parties as follows:

TO CITY: ATTN: City Manager
 Vacaville City Hall
 650 Merchant Street
 Vacaville, CA 95688

TO CDC: ATTN: Warden
 California Medical Facility
 1600 California Drive
 Vacaville, CA 95687

 ATTN: Warden
 California State Prison, Solano
 2100 Peabody Road
 Vacaville, CA 95687

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

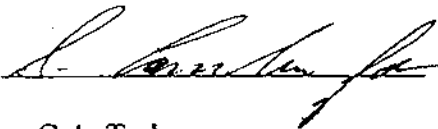
- N. Signator's Warranty. Each party warrants to each other party that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement.
- O. Venue. In the event that suit shall be brought by either party to this Agreement, the parties agree that venue shall be exclusively vested in the state courts of the County of Solano, or, where otherwise appropriate,

exclusively in the United States District Court, Eastern District of California, Sacramento, California.

- P. Waiver. The parties agrees that waiver by CDC or City of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the Agreement.
- Q. Headings Not Controlling. The headings included herein are for convenience only and shall in no way affect the meaning or interpretation of this Agreement or be controlling over the text or content of this Agreement.
- R. Interpretation. Each party has reviewed this Agreement and any questions of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting party. This Agreement shall be construed as if both parties drafted it.
- S. Entire Agreement. This Agreement, including all Exhibits and Attachments attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder.

IN WITNESS OF THE FOREGOING AGREEMENT, the parties by and through their duly authorized officers hereby execute this Agreement:

State of California
Department of Corrections

By: 

C.A. Terhune
Director

City of Vacaville

By: 

John P. Thompson
City Manager

Approved:

State of California
Department of General Services

By: 

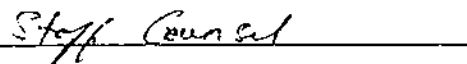
Title: 

EXHIBIT "A"

NEW PARK AREA (AL PATCH MEMORIAL) LEGAL DESCRIPTION

Being a portion of land lying within portions of Lands of D. J. Hawkins and portions of Lots 54, 55, and 56, as said lots are shown on the map of Mrs. E. P. Buckingham's subdivision of Ariquipa Rancho, a map of which was filed in the Office of the Recorder of Solano County, California, April 26, 1888, and more particularly described as follows:

Commencing at the point of intersection of the centerline of California Drive and the "old centerline" of Peabody Road as shown on that certain map entitled "County Village, Unit No. 1," filed in Book 28 of Maps at Page 97, Solano County Records, said "old centerline" also being the line dividing Sections 27 and 28, Township 6 North, Range 1 West, M.D.B. & M.; thence from said point of beginning along said centerline of California Drive $N89^{\circ}-30'-06''W$ 48.53 feet to a point 60.00 feet westerly of the new centerline of Peabody Road as shown on said map; thence parallel with said new centerline, $S00^{\circ}-03'-31''W$ 28.00 feet to the point of beginning; thence continuing along a line parallel with, and 60 feet westerly therefrom said new centerline of Peabody Road, $S00^{\circ}-03'-31''W$ 1156.70 feet; thence $S81^{\circ}-07'-10''W$ 995.72 feet; thence $N21^{\circ}-59'49''W$ 830.14 feet; thence $N01^{\circ}-09'-20''W$ 552.00 feet to a point 28.00 feet, measured at right angles, southerly of the centerline of California Drive; thence along a line parallel with and 28.00 feet southerly therefrom said centerline $S89^{\circ}-30'-06''E$ 1293.71 feet to the point of beginning. (Containing 34.31 acres more or less).

EXHIBIT B

RIGHT OF WAY EASEMENT (CALIFORNIA DRIVE)

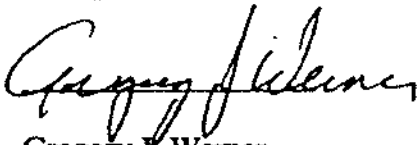
BEING A STRIP OF LAND OF VARYING WIDTH LYING WITHIN PORTIONS OF LOTS 48, 49, 50, 51, 52, 53, 54, 55 AND 56; AS SAID LOTS ARE SHOWN ON THE MAP OF MRS. E.P. BUCKINGHAM'S SUBDIVISION OF ARIQUIPA RANCHO, A MAP OF WHICH WAS FILED IN THE OFFICE OF THE RECORDER OF SOLANO COUNTY, CALIFORNIA, APRIL 26, 1888, AND A PORTION OF LAND LYING WITHIN THAT PORTION OF LAND AS DESCRIBED AS PARCEL 13a IN THAT DEED RECORDED JANUARY 30, 1913, IN BOOK 201 OF DEEDS, AT PAGE 349, FILED IN THE OFFICE OF THE RECORDER OF SOLANO COUNTY, CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3/4 INCH IRON PIPE MARKING THE CENTERLINE INTERSECTION OF ALAMO LANE AND CALIFORNIA DRIVE, AS SAID MONUMENT IS SHOWN ON THAT CERTAIN MAP ENTITLED "AMENDED FINAL MAP OF ALAMO OAKS", FILED FOR RECORD IN BOOK 61 AT PAGES 7 THROUGH 10, OFFICIAL RECORDS OF SAID COUNTY; THENCE S00°-28'-43"W 20.00 FEET TO A POINT BEING 20-FOOT SOUTHERLY OF THE CENTERLINE OF CALIFORNIA DRIVE, AND ALSO BEING THE TRUE POINT OF BEGINNING; THENCE ALONG A LINE PARALLEL WITH AND 20-FOET SOUTHERLY OF SAID CENTERLINE S89°-30'-06"E 4198.18 FEET TO INTERSECT WITH A POINT BEING 30-FOET WESTERLY OF THE "OLD CENTERLINE OF A 60-FOOT RIGHT OF WAY", AS SAID LINE IS SHOWN ON THAT CERTAIN MAP ENTITLED "PLAT OF COUNTRY VILLAGE UNIT NO. 1", FILED FOR RECORD IN BOOK 28 OF MAPS AT PAGES 97 THROUGH 100, RECORDS OF SAID COUNTY; THENCE S00°-03'-07"E 57.52 FEET ALONG A LINE 30-FOET WESTERLY FROM SAID CENTERLINE TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY 78.06 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°-26'-59" TO A POINT BEING 28.00 FEET SOUTHERLY OF THE CENTERLINE OF CALIFORNIA DRIVE; THENCE ALONG A LINE PARALLEL WITH AND 28.00 FEET SOUTHERLY FROM SAID CENTERLINE, N89°-30'-06"W 1494.35; THENCE S00°-29'-54"W 10.00 FEET; THENCE N89°-30'-06"W 307.69 FEET; THENCE N00°-29'-54"E 10.00 FEET; THENCE N89°-30'-06"W 554.18 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 795.00 FEET; THENCE ALONG SAID CURVE 97.43 FEET THROUGH A CENTRAL ANGLE OF 07°-01'-18" TO A POINT OF REVERSE CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 805680.00 FEET; THENCE ALONG SAID CURVE 98.66 FEET THROUGH A CENTRAL ANGLE OF 07°-01'-20" TO A POINT BEING 40.00 FEET SOUTHERLY OF SAID CENTERLINE OF CALIFORNIA DRIVE; THENCE CONTINUING 40.00 FEET SOUTHERLY AND PARALLEL WITH SAID CENTERLINE, THE FOLLOWING (TWO) COURSES; 1) N89°-30'-06"W 1596.90 FEET AND; 2) N89°-32'-27"W 556.49 FEET TO THE WEST LINE OF LOT 48, AS SAID LOT IS SHOWN ON THE FOREMENTIONED MAP OF MRS. E.P. BUCKINGHAM'S SUBDIVISION; THENCE N00°-29'-25"E 20.00 FEET ALONG SAID WEST LINE TO A POINT BEING 20.00 FEET SOUTHERLY OF THE CENTERLINE OF SAID CALIFORNIA DRIVE; THENCE ALONG A LINE PARALLEL WITH AND 20.00 FEET SOUTHERLY OF SAID CENTERLINE S89°-32'-27"E 556.49 FEET TO THE TRUE POINT OF BEGINNING.



Note regarding the Mitigated Negative Declaration (File No. 99-222) for the Joint Powers Agreement between the City of Vacaville and the California Department of Corrections

The subject Mitigated Negative Declaration (File No. 99-222) was prepared and certified as adequately addressing the whole of the project contained in the Joint Powers Agreement. As such it specifically considered the JPA and all subsequent components of the project including the proposed leases of State property (Keating Park, Al Patch Memorial Park and Animal Shelter) which are provided for in the JPA.



Gregory J. Werner
Deputy City Manager
City of Vacaville

FILED

12-17-99

NOTICE OF DETERMINATION

To: * Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

From: City of Vacaville
Community Development
Planning Division
650 Merchant Street
Vacaville, CA 95688

Michael D. Johnson, Clerk of
the Board of Supervisors of
the County of Solano, State
of California

S. Hoffert, Deputy

* Solano County Tax Collector/County Clerk
600 Texas
Fairfield, CA 94533

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

Project Title: Joint Powers Agreement between the City of Vacaville and the California Department of Corrections

State Clearinghouse Number: 99112018 Contact Person: Gregg Werner Phone No. (707) 449-5142

Project Location: The project is located on the CDC site in the City of Vacaville at the southwest corner of California Drive and Peabody Road.

Project Description: The project is a Joint Powers Agreement between the City and CDC related to mutual services and commitments in regard to the California Medical Facility and California State Prison - Solano. The environmental assessment includes the widening of California Drive adjacent to the California Medical Facility

This is to advise that the City of Vacaville City Council has approved the above described project on December 14, 1999 and has made the following determinations regarding the above described project:

1. The project will not have a significant effect on the environment.
2. A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures were made a condition of the approval for this project.
4. A Statement of Overriding Considerations was not adopted for this project.

This is to certify that the Mitigated Negative Declaration with comments and responses and record of project approval is available to the General Public at the City of Vacaville, Community Development Department, 650 Merchant Street, Vacaville, CA 95688.

Date received for filing and posting at OPR: _____

Sandra Hoffert
Signature

Deputy
Title

12-17-99
Date

THIS DOCUMENT POSTED FROM

12-17-99 TO _____

CALIFORNIA DEPARTMENT OF FISH AND GAME

CERTIFICATE OF FEE EXEMPTION

De Minimis Impact Finding

Project Title/Location: Joint Powers Agreement between the City of Vacaville and the California Department of Corrections. The subject area is located at the southwest corner of California Drive and Peabody Road in the City of Vacaville, Solano County.

Project Description: The project is a Joint Powers Agreement between the City and CDC related to mutual services and commitments in regard to the California Medical Facility and California State Prison -- Solano. The environmental assessment includes the widening of California Drive adjacent to the California Medical Facility.

Findings of Exemption:

1. An environmental assessment was conducted for the project and it has been determined that there will be no adverse environmental effects on wildlife resources or the habitat upon which wildlife depends.
2. The project does not 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 species or eliminate important examples of the major periods of California history or pre-history.

Certification:

I hereby certify that the public agency has made the above finding and that the project will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the Fish and Game Code.



Chief Planning Official
Larry Emerson, City Planner
Lead Agency: City of Vacaville,
Advanced Planning Section

Date: December 15, 1999

Section 711.4, Fish and Game Code
DFG: 12/90

CITY OF VACAVILLE
RECEIVED

JAN 09 2003

UTILITIES DIVISION