TRACY CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, February 3, 2015, 7:00 p.m.

City Council Chambers, 333 Civic Center Plaza *Web Site: www.ci.tracy.ca.us*

Americans With Disabilities Act - The City of Tracy complies with the Americans with Disabilities Act and makes all reasonable accommodations for the disabled to participate in Council meetings. Persons requiring assistance or auxiliary aids should call City Hall (209/831-6000) 24 hours prior to the meeting.

Addressing the Council on Items on the Agenda - The Brown Act provides that every regular Council meeting shall provide an opportunity for the public to address the Council on any item within its jurisdiction before or during the Council's consideration of the item, provided no action shall be taken on any item not on the agenda. Each citizen will be allowed a maximum of five minutes for input or testimony. At the Mayor's discretion, additional time may be granted. The City Clerk shall be the timekeeper.

Consent Calendar - All items listed on the Consent Calendar are considered routine and/or consistent with previous Council direction. A motion and roll call vote may enact the entire Consent Calendar. No separate discussion of Consent Calendar items will occur unless members of the City Council, City staff or the public request discussion on a specific item at the beginning of the meeting.

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

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

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

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

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL
PRESENTATIONS - Employee of the Month
- Certificate of Achievement – Tracy Cougars

1. CONSENT CALENDAR

A. Council Minutes

B. Approve Professional Services Agreement No. HE-1 with Hanna Engineering, Inc., of Rancho Cordova, California, for Construction Management and Resident Engineer Services, Approve Amendment No. Five to the Professional Services Agreement (PSA) with Drake Haglan and Associates for Design Support Services during Construction for the Eleventh Street – East Tracy Overhead Bridge Replacement Project - CIP 73063, Federal Project No. HBLS – 5192(020), and Authorize the Mayor to Execute the Agreement and Amendment

C. Approve an Exclusive Negotiating Rights Agreement (ENRA) by and between the City of Tracy and Becker Commercial Properties for City-owned Property located at the Southwest Corner of Naglee Road and Pavilion Parkway (APN 212-290-39), and Authorize the Mayor to Sign the Agreement

D. Acceptance of the Fire Stations 92 and 96 Project - CIPs 71062 and 71061, Completed by Diede Construction Inc. of Woodbridge, California, Authorization for the City Clerk to File the Notice of Completion, and Authorization for the City Engineer to Release the Bonds and Retention Payment

E. Approve an Offsite Improvement Agreement for the Cordes Ranch Storm Recycled Water Pipelines on Schulte Road and Mountain House Parkway and Associated Improvements for the Crossroads Building 1 Project and Authorization for the Mayor to Execute the Agreement

F. Approve an Offsite Improvement Agreement (OIA) for the Cordes Ranch Storm Drainage Detention Basin LW10B and Associated Downstream Pipelines and the Interim Retention Basin (Detention Basin LW9) for the Crossroads Building 1 Project to be Located at the Northeast Corner of Schulte Road and Mountain House Parkway and Authorize the Mayor to Execute the Agreement

G. To Find that it is in the Best Interest of the City of Tracy to Dispense with the Formal Bidding Process Pursuant to Tracy Municipal Code Section 2.20.180(b)(4) and Authorize the Purchase of Sensus Water Meters and Related Parts and Equipment from Golden State Flow Measurement

H. Authorize Amendment of the City's Classification and Compensation Plans due to the Establishment of a New Classification Specification for Emergency Medical Services Manager

I. Authorize Amendment of the City's Classification Plan by Approving Revisions to the Classification Specification for Equipment Mechanic II

J. The City Council of the City of Tracy Acting as the Governing Body of the Successor Agency for the Community Development Agency of the City of Tracy Approving the Recognized Obligation Payment Schedule (ROPS)

2. ITEMS FROM THE AUDIENCE

3. PUBLIC HEARING FOR THE APPROVAL OF DEVELOPMENT REVIEW APPLICATION D14-0003 AND DETERMINATION OF A CATEGORICAL EXEMPTION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") FOR A 45,500 SQUARE FOOT MEDICAL OFFICE BUILDING LOCATED AT 445 WEST EATON AVENUE AND A PARKING LOT AT 418, 424, 432, AND 434 WEST EATON AVENUE AND 426 W. BEVERLY PLACE - APPLICANT IS DAVID O. ROMANO AND PROPERTY OWNER IS SUTTER GOULD MEDICAL FOUNDATION, APPLICATION NUMBER D14-0003

4. CITY MANAGER'S QUARTERLY REPORT

5. ITEMS FROM THE AUDIENCE

6. COUNCIL ITEMS

A. Appointment of City Council Subcommittee to Interview Applicants for a Vacancy on the Measure E Residents' Oversight Committee

7. ADJOURNMENT

TRACY CITY COUNCIL	REGULAR MEETING MINUTES
December 16, 2014, 7:00 p.m.	
City Council Chambers, 333 Civic Center Plaza	*Web Site:* www.ci.tracy.ca.us

Mayor Maciel called the meeting to order at 7:00 p.m., and led the Pledge of Allegiance.

The invocation was offered by Pastor Tim Heinrich, Crossroads Baptist Church.

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

YOUTH ADVISORY COMMISSION – Commissioners Althea Elmore and Hannah Geiss presented the Youth Advisory Commission's Annual Report and used a power point in the presentation. Mayor Maciel thanked the Commissioners for their work on behalf of the youth of Tracy.

1. CONSENT CALENDAR – Following the removal of items 1.C 1.I, and 1.J by Council Member Vargas, it was moved by Council Member Rickman and seconded by Council Member Young to adopt the Consent Calendar. Roll call vote found Council Members Rickman, Vargas, Young and Mayor Maciel in favor; motion carried.

   A. Approval of Minutes – Regular meeting minutes of December 2, 2014, were approved.

   B. Adopt Resolution Approving the Annual Report on Development Impact Fee Revenues, Expenditures, and Findings Regarding Unexpended Funds – Resolution 2014-199 approved the annual report.

   D. Approve an Amendment to the Specialized Aeronautical Services Operator and Leased Facility Agreement between City of Tracy and Skyview Aviation, LLC to Allow an Additional Use within the Leased Area for Classroom Purposes, and Authorize the Mayor to Sign the Amendment – Resolution 2014-200 approved the amendment

   E. Approve Standard Agreement Data Processing Equipment and Services Agreement Between the City of West Covina, Through its Police Department, an Entity Organized Under the Laws of the State of California (West Covina Police) and the City of Tracy (Tracy Police) for the Data Processing Equipment and Services and Authorize the Mayor to Execute the Agreement – Resolution 2014-201 approved the agreement.

   F. Acceptance of the Sidewalk, Curb, and Gutter Replacement Project Fiscal Year 2013 – 2014 (FY/13/14) - CIP 73139, Completed by Trident Contractors, Inc., of Daly City, California, Authorization for the City Clerk to File the Notice of Completion, and Authorization for the City Engineer to Release the Bonds and Retention Payment – Resolution 2014-202 accepted the project.

   G. Approve a Resolution Authorizing Leaves of Absence for Tracy Planning Commissioner Joseph Orcutt – Resolution 2014-203 approved the leaves of absence.

H. Authorize Amendment of the City's Classification and Compensation Plan for the City Clerk Position – Resolution 2014-204 authorized the amendment.

C. Approve Amendment No. 2 to the Professional Services Agreement Between the City of Tracy and HF&H Consultants, LLC and Approve Funding Allocation – Resolution 2014-205 approved Amendment No. 2 to the Professional Services Agreement between the City of Tracy and HF&H Consultants, LLC and the funding allocation. Anne Bell, Management Analyst, Administrative Services Department, presented the staff report. Through the City's Service Agreement with Tracy MRF for the recycling, composting, processing, and disposal of solid waste, the City bills for all Tracy Disposal and Tracy MRF services within the City, and maintains a Solid Waste Fund that receives all revenues from collection rates. The current agreement which was executed in 1994 expires on May 1, 2015. A new agreement would enable Tracy MRF to secure financing without the City having to pledge rates for debt service as was the case with the original bond financing used to fund the construction of the MRF. When the City entered into the current Service Agreement nearly 20 years ago, the City Council desired that Tracy MRF be given the ability to be the owner and operator of the MRF to be constructed in lieu of contracting with the County. Tracy MRF was a new, inexperienced company having been formed separately from Tracy Disposal (although owned by the same principals) and tasked with financing the construction of a new MRF facility had challenges. The resulting Service Agreement resulted in the City being involved in certain key areas including the rate covenant for financing the facility, and approving the annual operating budget. After nearly 20 years of operating the MRF, the company has the ability to enter into a new agreement which will be more traditional in nature, as evidenced by the company's ability to secure private financing. It was anticipated that negotiations would conclude in February, 2014. However, due to continued agreement modifications by Tracy MRF, further analyses and negotiations are required. Negotiations are expected to conclude in April, 2015.

The appropriation will not impact the General Fund. Funding in the amount of $20,000 will be allocated from the Solid Waste Fund.

Council Member Vargas questioned the one year delay to conclude negotiations, and asked whether there would be additional costs. Ms. Bell responded the delay is due to a change in attorneys who continue to bring up new issues with the City. Ms. Bell responded there would be no additional costs due to the delay.

Steve Nicolaou, 1068 Atherton Drive, questioned whether the City had in-house expertise which could take over the negotiations to minimize the cost to the City. Mr. Nicolaou referred to companies who control costs by negotiating a lump sum and questioned whether that was an option for the City.

Council Member Rickman moved to adopt Resolution 2014-205 approving Amendment No. 2 to the Professional Services Agreement between the City of Tracy and HF&H Consultants, LLC and the funding allocation. Council Member Young seconded the motion. Voice vote found all in favor; passed and so ordered.

I. Minor Amendment to the Preliminary and Final Development Plan to Change the Minimum Lot Width and Depth Dimensions, and Adjust the Minimum Street Side Yard Setbacks Within the Trinity Lane Subdivision. The Project is Located at the Northeast Corner of Lammers Road and Feteira Way – Applicant and Owner is Pulte Homes – Assessor's Parcel Numbers 238-620-01 through 70 – Victoria Lombardo, Senior Planner, presented the staff report. On March 18, 2014, Council approved a Preliminary and Final Development Plan for the Trinity Lane 60-unit subdivision map and Planned Unit Development (PUD) at Lammers Road and Feteira Way. Since that time, the final map has been recorded and grading and construction have commenced.

At the time of the project approval, the Vesting Tentative Subdivision Map, and corresponding PUD standards, as proposed by the developer were approved by the Council. A review of the first building permits revealed that the width of many of the lots within the project did not meet the minimum 29 feet as was established with the PUD. Many of the lots were 28.7 feet wide, rather than 29 feet. This discrepancy occurred because the tentative map that was approved showed the lot dimensions in whole numbers, whereas the precise lot widths were actually slightly smaller. In order to correct this error the developer proposed to amend the minimum lot width to 28 feet. This change does not affect any of the building setbacks as shown on the approved PUD and development plan. The minimum lot depth as established in the PUD is currently 60 feet. Because most of the subdivision lots are not a perfect rectangle, some lots have a measurement that is deeper on one side than the other. While the depth of most lots in the project is more than 70 feet, some have one side that is shorter than the 60-foot deep standard. The City's Municipal Code regulations do not include a definition of lot depth, and therefore lot depth could be interpreted as either the longest or shortest measurements on the map, or possibly the average depth across a lot. In order to prevent any confusion regarding lot depth in this situation, an adjustment from a minimum of 60 feet to 58 feet is proposed to reflect the actual dimension of the shallowest lots approved on the subdivision map. This change does not result in any differences in the approved front or rear yard building setbacks. The final proposed amendment to the PUD is for building setbacks along street-facing side yards. Internal lots within the PUD have a minimum building setback of four feet on one side and zero lot line on the other, but street side yards were proposed to be at least five feet wide, with open porches allowed to encroach into that setback area. Once the developer plotted the houses on the lots on their building permit applications, it was determined that the houses as designed do not fit on some of the narrower of the six corner lots on the site. Therefore, the five foot setback will be reduced to four feet, to match the internal lots. The proposed reduction will not have a significant visual or functional effect on the high-density site.

The project is consistent with the Initial Study/Negative Declaration for the Citation/Souza Project, adopted by the City Council in August 16, 1994, and the General Plan EIR certified on February 1, 2011. No further environmental review or documentation is required pursuant to California Environmental Quality Act Guidelines, Section 15162, as no significant changes have occurred to the project or the environment after the approval of the Negative Declaration.

The Planning Commission discussed the proposed amendment on December 3, 2014, and unanimously recommended approval of the minor PDP/FDP amendment as proposed. The Planning Commission clarified the changes were small and would not affect the distances between buildings. There was no public comment.

Council Member Vargas asked whether the changes would constitute a change to the approved map. Ms. Lombardo stated there are no proposed changes to the map. The proposed changes are only to the regulations in the PUD and the project still conforms to the Map Act.

Council Member Rickman moved to adopt Resolution 2014-206 approving a minor amendment to the Preliminary and Final Development Plan to change the minimum lot width and depth dimensions, and adjust the minimum street side yard setbacks within the Trinity Lane Subdivision. The project is located at the Northeast Corner of Lammers Road and Feteira Way – Applicant and Owner is Pulte Homes – Assessor's Parcel Numbers 238-620-01 through 70. Council Member Young seconded the motion. Voice vote found all in favor; passed and so ordered.

J. Approve an Offsite Improvement Agreement With Prologis L.P., a Delaware Limited Partnership, for Construction of the Cordes Ranch Two Million Gallon Water Tank to be Located at the Southeast Corner of Hansen Road and Road E, and Authorization for the Mayor to Execute the Agreement – Kul Sharma, Director of Utilities, presented the staff report. The City's Water Master Plan, adopted by Council in April 2013, identifies construction of two water tanks in the Cordes Ranch area; one in the development area with a 1.5 million gallon capacity and the other with a 0.5 million gallon capacity at the existing booster station on Grant Line Road. The costs of these tanks are funded from Program Development Impact fees to be collected from new developments. The timing of construction of these tanks depends upon the intensity and location of development in the Cordes Ranch area. Since the Developer is now proceeding with construction of new development in the area construction and operation of these tanks is essential to effectively serve the new development.

Since the Water Master Plan analysis was completed at concept plan level, further technical analysis to effectively serve the proposed projects indicates that instead of constructing two water tanks, one tank with the combined capacities at the proposed location will be as effective as two tanks as shown in the Master Plan. Therefore, only one tank with a two million gallon capacity needs to be constructed. The existing Water Master Plan will be amended and the development impact fees will be updated at a later date to reconcile this change and other future changes as needed.

The development impact fees from new development will be paid at the time of the building permits. Since no development impact fees have been collect at this time, there are no program funds available to construct the water tank. As a result, the Developer has opted to construct the water tank in accordance with City standards and will dedicate the improvements to the City upon completion. The Developer will be eligible for fee credits or reimbursements for the cost of construction of this tank. The existing Development Agreement between the

Developer and the City also allows the Developer to construct infrastructure improvements, including the water tank and receive fee credits or reimbursement.

An Offsite Improvement Agreement is required to be executed prior to the start of construction of this water tank to ensure its timely completion. Construction inspection will be provided by the City. This agreement is limited to the structural part of the tank only. Another Offsite Improvement Agreement will be executed for completion of other improvements including the pump station and associated on-site improvements. The Developer has completed the design of the two million gallon water tank and appurtenances and has submitted the Improvement Plans, Specifications and Cost Estimates (PSE). Staff reviewed the PSE and found them to be complete. The Developer has executed the Offsite Improvement Agreement and submitted the required security to guarantee completion of the two million gallon water tank and appurtenances. Upon completion of all improvements, the City will accept the improvements for maintenance and will accept all offers of dedication of public right-of-way.

Council Member Vargas was concerned that when an approval process is put together piecemeal something might fall between the cracks, and suggested notations be added to the Conditions of Approval. Council Member Vargas was concerned with the aesthetics of the site since it would not be possible to move a two million gallon tank once it was constructed. Council Member Vargas stated she preferred to see the improvement plans put together in one piece and was concerned with how the end product would look. Mr. Sharma stated the landscaping has been looked at very carefully and a lot of details will be coming back to Council. Mr. Sharma stated the tank will be about the size of a two story home and will be located on the east side of Hansen, half a mile from Schulte Road, looking north.

Council Member Rickman asked if changes suggested by the Council when the project is brought back would be able to be incorporated into the project. Mr. Sharma stated yes. When the project is brought back to Council the site improvements will include a berm around the tank and the pump station and more detailed landscaping.

Council Member Rickman moved to adopt Resolution 2014-207 approving an Offsite Improvement Agreement with Prologis L.P., a Delaware Limited Partnership, for Construction of the Cordes Ranch two million gallon water tank to be located at the Southeast Corner of Hansen Road and Road E, and authorizing the Mayor to execute the agreement. Council Member Vargas seconded the motion. Voice vote found all in favor; passed and so ordered.

2. ITEMS FROM THE AUDIENCE – Carolyn Brown Blunt, 1728 Wall Street, thanked Mayor Maciel for attending the “Boys to Men” conference at Kimball High School. Mayor Maciel thanked Ms. Blunt and Commissioner Ransom for their involvement in the conference and added he was impressed with the program, and particularly the keynote speaker.

Paul Miles, 1397 Mansfield, referred to a past a complaint he had made against the Tracy Police Department related to an incident involving his son, and submitted

correspondence related to the incident which he requested be entered into the record. Council Member Vargas asked Mr. Miles how his issues could be resolved. Mr. Miles stated his issues could only be resolved by the removal of Chief Hampton and City Attorney Sodergren.

3. PUBLIC HEARING TO CONSIDER AN AMENDMENT TO THE KAGEHIRO PHASE 3 PRELIMINARY AND FINAL DEVELOPMENT PLAN REGARDING THE ARCHITECTURAL DESIGN OF THE HOUSES FOR A 128-LOT RESIDENTIAL SUBDIVISION ON APPROXIMATELY 24 ACRES, LOCATED AT THE SOUTHEAST CORNER OF CORRAL HOLLOW ROAD AND KAGEHIRO DRIVE. THE APPLICANT AND PROPERTY OWNER IS STANDARD PACIFIC CORPORATION. APPLICATION NUMBER D14-0020 – Council Member Vargas recused herself from voting on the item and left the dais. Scott Claar, Planner, presented the staff report and used a power point in the presentation.

On August 20, 2013, City Council approved the Kagehiro Phase 3 project, which included rezoning an approximately 47-acre parcel located at the southeast corner of Kagehiro Drive and Corral Hollow Road (Assessor's Parcel Number 242-040-36) from Low Density Residential (LDR) to Planned Unit Development (PUD), approving a Concept, Preliminary and Final Development Plan, and approving a Vesting Tentative Subdivision Map to create 252 residential lots for single-family homes (Application Numbers PUD13-0001 and TSM12-0001).

Standard Pacific Corporation has purchased the western half of the Kagehiro Phase 3 property, approximately 24 acres. On September 2, 2014, Standard Pacific submitted an application to amend the Kagehiro Phase 3 Preliminary and Final Development Plan regarding the architectural design of the proposed houses.

The proposed amendment to the Kagehiro Phase 3 Preliminary and Final Development Plan involves a change to the approved architecture for the western half of the Kagehiro Phase 3 property, approximately 24 acres, for a 128-lot residential subdivision. Standard Pacific Corporation desires to build houses with different architecture than previously approved. The proposed architecture consists of five plan types (all single-family detached homes) with four different elevation types per plan (total of 20 different house designs). The proposed houses range in size from approximately 2,300 square feet to 3,700 square feet, with one single-story plan type and the rest two-story. The proposed architecture includes a variety of building materials and interesting details. The architectural details are generally carried around to all four sides of the houses. The proposal includes setting back the garages a minimum of 30 feet from the front property line on at least 20 per cent of the lots. The proposed amendment is consistent with the City's Design Goals and Standards.

As documented in the City Council approvals of August 20, 2013, the Kagehiro Phase 3 Preliminary and Final Development Plan and the Vesting Tentative Subdivision Map are consistent with the Residential Low designation and density requirements of the General Plan, for which an Environmental Impact Report (EIR) was certified on February 1, 2011. All cumulative and offsite impacts associated with development and buildout of the project were fully addressed in the General Plan EIR and there are no site specific or peculiar impacts associated with the project that cannot be substantially mitigated to a less-than-significant level through the application of uniformly applied standards and policies that would be applied to the project. The proposed amendment to the Kagehiro

Phase 3 Preliminary and Final Development Plan, which involves a change only to the architecture, would not affect the previous findings. Therefore, in accordance with California Environmental Quality Act (CEQA) Guidelines Section 15183, no further environmental assessment is required.

The Planning Commission held a public hearing to discuss this project on November 19, 2014. One neighboring property owner, who stated he represented other neighbors along Kagehiro Drive, asked about traffic impacts on Kagehiro Drive, the widening of Corral Hollow Road, and the expansion of Gretchen Talley Park. Staff responded to those questions and then followed up with additional information after the meeting. Following questions from the Planning Commission for staff and the applicant, which included questions regarding house sizes, garage setbacks, backyard areas, and architectural details, the Planning Commission recommended approval of the project.

Paul Miles, 1397 Mansfield, stated he was concerned that since the site bordered a canal the area might be a nesting ground for herons, and if so, believed that would be a fairly significant environmental impact. Mr. Miles asked whether the developer had any plans to protect the site alongside the canal.

Mr. Claar stated when the initial project was approved in August 2013 there were found to be no environmental impacts.

Mandi Kaerchner, Standard Pacific Homes, used a power point to describe the location and the architectural design of the homes.

It was moved by Council Member Rickman and seconded by Council Member Young to adopt Resolution 2014- 208, Approving an amendment to the Kagehiro Phase 3 Preliminary and Final Development Plan regarding the architectural design of the houses for a 128-lot residential subdivision on approximately 24 acres, located at the southeast corner of Corral Hollow Road and Kagehiro Drive, a portion of Assessor's Parcel Number 242-040-36, Application Number D14-0020. Voice vote found Council Members Rickman, Young and Mayor Maciel in favor; Council Member Vargas abstained. Motion carried.

4. RECEIVE UPDATE ON CITY COUNCIL STRATEGIC PRIORITIES FOR FISCAL YEARS 2013-15 – Troy Brown, City Manager, offered a brief introduction and introduced Corporal Octavio Lopez who presented the Public Safety strategy.

The purpose of the Public Safety Strategy is to engage residents as active partners in ensuring Tracy is a safe community. The four goals identified in the Public Safety Strategy are: (1) Develop partnership with the community and engage residents in addressing public safety concerns, (2) Promote public health, safety, and community welfare by responding and addressing unsafe, unhealthy or blighted conditions in homes, neighborhoods and the entire community, (3) Enhance citywide disaster preparedness, and (4) Reduce the number of major injury collisions.

The Public Safety Strategy is on track to complete all objectives. Some of the key achievements attained include:

- Implementation of electronic outreach applications including Nixel and Facebook.

- To provide two-way communication between citizens and public safety. This included reactivating the Police Department's Facebook page, which currently has over 3,700 followers.
- 500 local homes with swimming pools were identified and reached by City staff to promote the "Drown Without a Sound Campaign." Educational materials were distributed to prevent childhood drowning.
- During the 2014 calendar year, 945 new Code Enforcement cases were open related to health and safety living conditions. Over 3,000 inspections were performed, and over 1,000 dwellings were vacated or brought up to minimum code standards.
- The City participated in the Great California Shakeout Drill on October 16, 2014, in an effort to enhance disaster preparedness.
- The Police Department was awarded grants through the Office of Traffic Safety that funded additional traffic enforcement throughout the City, including DUI checkpoints, distracted driving, and common collision violations. In addition, in November 2014, Teen Impact was presented to over 1,000 junior and senior high school students to emphasize the dangers of distracted driving.

Vanessa Carrera, Management Analyst, City Manager's Office, presented the Quality of Life Strategy and used a power point in the presentation.

The purpose of the Quality of Life Strategy is to provide an outstanding quality of life by enhancing the City's amenities and services and cultivating connections to promote positive change and progress in our community. The four goals identified in the Quality of Life Strategy include: (1) Improve current recreation and entertainment programming and services to reflect the community and match trending demands, (2) Address city amenities and facility usage with an emphasis on accessibility and streamlined services, (3) Cultivate community engagement through digital and traditional means, and (4) Coordinate community outreach with all strategic priority teams.

Under the four goals of the Quality of Life Strategy are 40 associated action items, the majority of which are completed or are in progress. Some notable accomplishments include:

- An analysis of recreation and cultural arts programming trends and customer feedback was completed. The findings have aided staff in refining the types of classes and workshops offered to the community, so that they align better with resident interests, demographics and demands. In addition, the student survey form was revised to better gather program effectiveness, participant satisfaction and service improvements.
- The City's Field Reservation Policy Handbook was revised to reflect current industry standards for sports facility usage. Doing so has created a more equitable and streamlined process for the City's annual field allocation process.
- The City has implemented a new facility reservation and class registration software, ActiveNet, which went online on December 8th. The new system will streamline registration services, customer transactions and improve online access to activity listings. One notable feature of the ActiveNet system includes the ability to send electronic notices via email or text to enrollees on the status of classes. Online class registration can be accessed at www.tracyartsandrec.com.
- Electronic communications and outreach efforts via the City's website and social media channels have also improved. In 2014, staff saw a notable increase in

followers and engagement via the City's Facebook, Twitter, YouTube, Nixle and LinkedIn accounts. In addition, the City launched its e-newsletter application, via the City's website, which allows the public to subscribe to newsletters from various areas within the organization. All four strategy areas are using the City's electronic tools to complete their objectives. Links to these electronic applications can be found on the City of Tracy's website www.thinkinsidethetriangle.com.

Ed Lovell, Management Analyst, Public Works, stated the Governance Strategy focusses on three goals which include personnel, finance and technology and used a power point in the presentation.

The purpose of the Governance Strategy is to retain and attract new talent, enhance fiscal stability, improve the use of technology, and enhance transparency for the betterment of the Tracy community. The three goals identified in the Governance Strategy include the following: (1) Further develop an organization that attracts, motivates, develops and retains a high quality, engaged, informed and high performing workforce, (2) Ensure continued fiscal sustainability through financial and budgetary stewardship, (3) Identify technological resources to promote communication and civic engagement, enhance city services, and promote organizational productivity.

Under the three goals of the Governance Strategy are nine objectives and 33 associated action items. Most of the action items are in the process of being implemented or are already completed. Notable accomplishments include the following:

- Development and approval of a General Fund reserve policy which was presented to Council on August 19, 2014. The new General Fund reserve policy established three new reserves, replacing the previous reserve policy of 20% of the General expenditures. The new reserves are now:
  General Fund Contingency Reserve is to be established with a targeted goal of 20% of the General Fund's adopted annual budget for expenditures, including recurring transfers out.
  General Fund Economic/Budget Stability Reserve is to be established with a targeted goal of 10% of the General Fund's adopted annual budget for expenditures and recurring transfers out.
  General Fund "Measure E" Mitigation Reserve is to be established with a targeted goal of $7 million as this is estimated to be the peak revenue prior to the expiration of the measure in March 2016.
- The purchase and initial implementation of Enterprise Resource Planning software. As part of the Fiscal Year 2013/14 Capital Improvement Program (CIP), Council authorized funding to replace the City's current financial system with an Enterprise Resource Planning System (ERP), an information technology tool that integrates various systems (e.g. finance, human resources, benefits, fixed assets, payroll, community development) into one comprehensive system to manage operations. Tyler Technologies was the selected vendor and the purchase was approved by Council on May 20, 2014. Implementation of the software is currently underway.
- Approval of Development Impact Fees to fund the infrastructure identified in the City's Master Plans, AB1600 Development Impact Fee reports were prepared. These reports identified the facilities and their costs and distributed them equitably to new developments. A public hearing was held and the fees adopted at the January 7, 2014 City Council meeting.

Andrew Malik, Director of Development Services, presented the Economic Development Strategy and used a power point in the presentation.

The purpose of the Economic Development Strategy is to enhance the competitiveness of the City while creating a strong and diverse economic base. The four goals identified in the Economic Development Strategy include the following: (1) Create head-of-household jobs reflective of the City's target industries and those that best match the skill sets of the local labor force, (2) Attract retail and entertainment uses that offer residents quality dining, shopping and entertainment experiences, (3) Support a higher education presence in Tracy, and (4) Position Tracy as the preferred location for start-up companies and entrepreneurial investment.

Some of the key Economic Development achievements attained during the two-year strategic plan period include:

- Tracy's job creation efforts have added more than 3,000 jobs in 2013. The largest growth occurred in the manufacturing business segment. The City is fortunate to have land readily available for developers seeking to relocate or expand in this area, as evidenced by the development of the new 1,700 acre Prologis International Park of Commerce business park. Prologis, the City, and the Pennino Management Group are developing an aggressive marketing and outreach program to target Bay Area companies in the Advanced Manufacturing/Logistics, eCommerce, Healthcare, and Office related industries.
- The City has successfully identified new retail opportunities based on a recent retail and restaurant survey and aggressive marketing outreach. In turn, the City has increased sales tax revenues by more than 20% over the last two years.
- Funding for a Downtown Façade Improvement Program has provided more than $86,000 in matching grant funds to strengthen revitalization efforts in the downtown area.
- Continuous efforts are being made to identify programming and campus development opportunities with a private university.
- The City participated in two major entrepreneurial trade shows in the Bay Area. As a result of discussions with entrepreneurs and bay area entrepreneurship organizations, it was determined that fostering a support network for entrepreneurs and providing incentives for start-ups to locate in Tracy was seen as having more value than providing office facilities, which are readily available in Tracy. As such, on November 5, 2013, Council adopted the City's High-Tech Incentive Program to encourage new high-technology companies to locate in Tracy. This incentive program is being marketed as part of the City's outreach effort.
- The San Joaquin Partnership, an Economic Development partner with the City, recently completed a San Joaquin County Land and Building Survey and presented these findings at the November meeting of the San Joaquin Partnership Board of Directors. This survey helps reaffirm to prospective businesses that Tracy has the available sites and infrastructure needed to meet future development needs.

  Shelley Burcham, Vice President of the San Joaquin Partnership discussed economic indicators in San Joaquin County, including population, unemployment, housing costs and real estate statistics from 2010 to the present and used a power point in her presentation.

Council Member Rickman stated he had brought up the issue many times of having more entertainment establishments for families, including children and teenagers, and suggested Dave and Busters, Boomers, miniature golf, and laser tag as possible examples. Mr. Malik stated efforts have been made on the entertainment front, but population in the region doesn't meet the companies' requirements.

Council Member Rickman asked how other cities are able to draw entertainment venues to their areas. Troy Brown, City Manager, stated a number of strategies are taken into account to attract entertainment venues. Staff is actively marketing Tracy and doing everything it can to encourage new businesses to the City. Mr. Brown added he believed that what the City is doing now will ultimately achieve that long term goal and added staff will keep Council appraised.

Council Member Vargas asked if the City needed to change its strategy. Mr. Malik responded many jurisdictions including Manteca used redevelopment as a huge incentive for some uses, including to attract the Field of Dreams. That money is just not available now. Tracy has some incentives, including Amazon, three new companies and possibly the largest business park in the nation, and is actively sharing this information, but staff is being told Tracy is just not there yet.

Council Member Rickman stated he didn't want to hear population as an excuse, and referenced a skating rink which has been talked about for over 50 years. Council Member Rickman stated he had been contacted by a number of people regarding bringing new opportunities to Tracy including fencing, archery and building an indoor sports facility and asked how he was being contacted but staff wasn't. Mr. Malik suggested that if Council hears of these types of businesses to let staff know.

Council Member Young stated she would like to see a skating rink in Tracy since it is an activity which can be enjoyed by many different age groups. Council Member Young also pointed out that Tracy is basically an island surrounded by three freeways and teenagers are unable to get to facilities in Sacramento and Livermore unless parents are willing to drive them.

Council Member Vargas stated population from Mountain House and Lathrop could be used to boost Tracy's population. Mr. Malik stated that projected population numbers from these areas are used in the City's efforts to attract new business.

Dave Helm stated income in households in Pleasanton and Livermore is higher than in Tracy. Mr. Helm referenced his issue with the limited stock available at the mall. Mr. Helm stated he believed there were facilities in the City that weren't being used. The facilities the City does have are all located in the north and suggested they be located throughout the community. Mr. Helm stated Tracy doesn't have enough head of household jobs so parents are often gone 12 hours a day. Mr. Helm referred to a group of children who were playing soccer at a local field and were told they needed to get a permit. Mr. Helm did comment on the increase in the number of activities being held at the Grand Theatre and the increase in attendance.

Linda Jimenez, P.O. Box 1065, agreed the City needs amenities for young people. In response to Mr. Helm's comments regarding requiring a permit to play soccer in City parks, Ms. Jimenez stated the larger fields, including Plasencia Fields, do have

a reservation policy because of the large number of teams wanting to use the field. There are days the field has to be shut down for maintenance.

Council Member Vargas asked if the parks are being used to the fullest extent possible. Ms. Jimenez stated in her opinion, yes.

Council Member Young asked if the smaller parks were policed in the same way as the larger parks. Ms. Carrera stated facility attendants to not police the smaller parks like they do the permitted parks. Most of the permitted parks including Plasencia, the Ballpark and the Sports Complex are allocated to the sports leagues on a yearly basis and are maxed out regarding use.

Council Member Vargas asked if the subdivision parks are being utilized to the same extent the permitted parks are being utilized. Ms. Jimenez responded the neighborhood parks do have different amenities and are being well utilized.

Mayor Maciel stated Council priorities will be discussed at a meeting in February and invited the community to attend. Priorities will be revisited and the public will be given the opportunity to offer input.

Ms. Jimenez stated the Parks and Community Services Commission meets the first Thursday of the month at City Hall at 7 p.m., and invited the public to attend.

Roger Birdsall, 1121 Michelle Avenue, stated the reason companies don't come to Tracy is because there is no return on investment and financing is difficult. Mr. Birdsall stated the Parks Commission brochure has a large number of activities for all ages and suggested putting a basketball court in every City park.

Mayor Maciel stated Council establishes the Strategic Priorities but staff sets up the goals and objectives. Regarding economic development, Mayor Maciel stated the City is bringing jobs to Tracy which is leading the area in job growth. Jobs will drive housing and retail opportunities and when it becomes profitable the businesses will come. Mayor Maciel added he believes the City has an optimistic future.

Council Member Rickman stated he had attended a Criminal Justice Task Force meeting recently and was comforting to hear how safe the City of Tracy is. Council Member Rickman thanked upper management and Tracy police officers.

Troy Brown, City Manager, stated he understood the Council wants a concerted effort focused on bringing more family oriented businesses to Tracy. If Council is not aware of what staff is doing with regard to bringing these types of amenities to the community then staff can do a better job of keeping the Council informed.

Council Member Vargas stated there is a long period of time between reports and suggested more frequent updates on what staff is working on could be presented to the Council and the community.

Council accepted the report.

5. APPOINT AN APPLICANT TO THE PARKS AND COMMUNITY SERVICES COMMISSION FROM THE COMMISSION'S ELIGIBILTY LIST – Maria Hurtado, Assistant City Manager, presented the staff report. There is a vacancy on the Parks and Community Services Commission due to the resignation of Commissioner Holguin on December 3, 2014. The last time appointments were made to the Commission was January 21, 2014. At that time, the Council subcommittee nominated three applicants to fill the vacancies on the Commission and recommended three applicants be placed on an eligibility list in order of preference. Ms. Douglas was listed first and is willing to serve the remainder of the vacated term.

   Council Member Rickman motioned to approve the subcommittee's recommendation to appoint Leslie Douglas to the Parks and Community Services Commission to serve the remainder of a term commencing on December 17, 2014, and expiring on January 1, 2018. Council Member Vargas seconded the motion. Voice vote found all in favor; passed and so ordered.

6. APPOINT AN APPLICANT TO THE PLANNING COMMISSION FROM THE COMMISSION'S ELIGIBILTY LIST – Maria Hurtado, Assistant City Manager, presented the staff report. There is a vacancy on the Planning Commission due to the resignation of Commissioner Vargas on December 2, 2014. The last time appointments were made to the Commission was April 1, 2014. At that time, the Council subcommittee nominated three applicants to fill vacancies and recommended three applicants be placed on an eligibility list in order of preference. Mr. Tanner was listed first and is willing to serve the remainder of the vacated term.

   Council Member Vargas motioned to approve the subcommittee's recommendation to appoint Robert Tanner to the Planning Commission to serve the remainder of a term commencing on December 17, 2014, and expiring on March 31, 2018. Council Member Young seconded the motion. Voice vote found all in favor; passed and so ordered.

   Mayor Maciel recessed the meeting at 8:55 p.m. The meeting was reconvened at 9:05 p.m.

7. ITEMS FROM THE AUDIENCE - Robert Tanner, 1371 Rusher Street, asked for an update on a study by the University of the Pacific related to the Consumer Price Index. City Manager Brown offered to provide the information to Mr. Tanner.

8. COUNCIL ITEMS

   A. <u>Discuss and Approve Interview Questions to be Used During Interviews to Fill City Council Vacancy and Other Details of the Interview and Appointment Process</u> - Maria Hurtado, Assistant City Manager, presented the staff report and used a power point in her presentation. At the December 2nd Council meeting, Council decided to fill the Council vacancy by appointment rather than hold a special election and formed a Council subcommittee consisting of Council Member Rickman and Council Member Vargas. The subcommittee was asked to bring back recommended questions for Council discussion and to consider any questions submitted by the public when finalizing their recommendations to Council. Attachment B to the staff report contains the nine questions submitted by the public during the Public submittal period, which closed on December 9th.

The Council subcommittee considered these questions prior to finalizing the 10 recommended questions listed on Attachment C to the staff report.

Ms. Hurtado suggested Council also consider some process related details included in the City Council Policy for Filling City Council Vacancies, specifically the Council Interviews section and the voting procedure.

The Council Interview section of the Council Policy for Filling Council Vacancies states that the interviews will be held at a public meeting which is currently scheduled for January 6, 2015.

The application period ends on December 22nd, and at that time the total number of applicants will be known. The order of interviews will be based on a random drawing administered by the City Clerk.

Applicants will remain in the Green room during the interview process since each applicant will be interviewed individually. Following the interviews the applicants will be allowed to remain in the audience.

Ms. Hurtado recommended Council discuss the interview process, to ensure a clear process is delineated for January's interviews. Some key considerations include whether or not Council will limit the number of questions or place a time limit per interview, based on the time available and the number of applicants. As of today's date there have been 10 inquiries, but the total number of qualified applicants will not be known until closer to the end of December.

Other considerations include whether the Council will allow a Closing Statement; whether Council will allow for follow-up questions, and if so, whether a time limit will be placed on those questions; and who will ask the applicants the questions – the Mayor or will the questions be divided among the Council.

In closing Ms. Hurtado referred to the voting procedure outlined on Section G of the Council policy. Finally, Ms. Hurtado stated at any point in the appointment process, the Council may call for a special election.

Following Council discussion the following interview and voting procedures were agreed to:

- Council will accept oral responses at the interview; no written responses
- Opening statement will be limited to two minutes
- Closing statement will be limited to two minutes
- Questions to be rotated among the Council Members
- There will be a time limit of two minutes to answer each question
- No follow up questions, clarification will be allowed
- Following the interviews there will be a break before Council discussion and/or public comment occurs
- The City Clerk will monitor the time

In response to questions from the Council Ms. Hurtado stated the voting procedure is a process of elimination. If there are more than three applicants each Council Member will

vote for two applicants until two applicants remain, and then each Council Member will receive one vote. The applicant who receives the majority vote will be appointed. What cannot be determined is if the vote ends in a 2-2 split.

If deadlock occurs and Council is unable to reach a consensus on an applicant to fill the vacancy Council agreed to:

a. Develop secondary questions to ask applicants
b. Continue discussion on applicants until a majority vote is reached
c. If neither a. nor b. results in a final selection, a special election will be considered

Council Member Young requested a break following the interviews.

Linda Jimenez, P.O. Box 1065, Tracy, asked for confirmation on the process to be followed in the event of a deadlock. Mayor Maciel confirmed the process.

Council Member Young questioned whether if the end result is a special election would it be limited to the two final applicants. Mayor Maciel responded the election would be conducted in accordance with the State of California elections laws and would be open to all registered voters in Tracy.

Council approved the following questions to be used during the interview process:

1) Why would you like to be appointed to serve on the City Council?
2) What expertise or experience do you bring to the Council?
3) What are your accomplishments in providing community service to the residents of Tracy?
4) How would you promote transparency and accountability as a member of the City Council?
5) What do you consider to be the top three most significant issues in the City right now?
6) What do you think should be changed in city government?
7) What is your understanding of Measure A?
8) What is your understanding of Development Agreements?
9) What role does public safety play on the quality of life in Tracy?
10) When Measure E expires what should be done if annual expenses continue to exceed revenues?
11) Regarding Capital Improvement Projects, how would you establish your priorities?

Council Member Vargas confirmed that the interview process would be completed on January 6, 2015, no matter how long it took. Council agreed.

B. Consider an Item for Discussion on a Future City Council Agenda Related to Waiving the Policy Naming Public Buildings, Parks and Facilities and Naming the Downtown Plaza Brent H. Ives Plaza – Maria Hurtado, Assistant City Manager, presented a brief staff report. Mayor Maciel spoke in favor of naming the downtown plaza after former Mayor Ives and listed a number of his accomplishments, particularly with regard to improving the downtown area.

Council Member Rickman stated he was concerned with setting precedent and believed public officials should be out of office for a certain amount of time before consideration is given to naming a facility after them.

Ms. Hurtado explained the item before Council was the first step in a two-step process to determine whether the Council wanted to schedule an item on an upcoming agenda to discuss naming the Downtown Plaza after a former Mayor.

Council Member Young stated she was open to discussing the item and did not believe it was too soon to discuss the issue, since numerous parks are named after people who are still alive.

Council Member Vargas stated she believed the process would be too emotional at this time. Council Member Rickman stated he did not want to set precedent.

Ray Morelos, 1801 Foxwood Drive, gave a brief history of the downtown and named a number of early Tracy residents who had been associated with the downtown area. Mr. Morelos suggested not changing the name, but leaving it as the Sixth Street Plaza.

Linda Jimenez, P.O. Box 1065, Tracy, agreed former Mayor Ives had done a lot of good work for the City, but was concerned about setting precedent. Ms. Jimenez stated it was important to recognize the entire community, not just public figures.

Steve Nicolaou, 1068 Atherton Drive, stated he agreed with Council Member Rickman and added it was four to five years after Mayor Bilbrey retired from public service before the Plaza at City Hall was named "Dan Bilbrey Plaza." Mr. Nicolaou suggested naming an auditorium at City Hall after former Mayor Ives, and naming the downtown plaza the "Children's Plaza."

Item deferred due to a lack of consensus.

Following a brief discussion on the alternative options for the appointment of the Mayor Pro Tem, the Council agreed to a one page agenda item leaving the process the way it has been done in the past. An agenda Item will be brought back to Council on January 20, 2015.

Mayor Maciel stated the lack of lighting at MacDonald Park had been brought to his attention by a concerned resident. Council Member Vargas commented the lights are on back order. Troy Brown, City Manager, stated temporary lighting would be installed until the permanent light fixtures are received.

Council Member Vargas requested:

1. a summary and status of development agreements, approved and amended, with a brief presentation by staff
2. an update on the progress of parks, the pool and construction of Legacy fields
3. an update on the construction of the Eleventh Street Overhead bridge

Troy Brown, City Manager, stated Legacy Fields is not scheduled to be brought back to Council in the near future. The next staff report would be to award the contract for the fundraising consultant. Staff could provide a memo on progress regarding the pool and the Eleventh Street Bridge.

Council Member Vargas agreed to receive a memo on the pool and the Eleventh Street Overhead Bridge, but added she preferred to have a discussion item on the status of development agreements with a brief presentation by staff. City Manager Brown stated the item will be brought back to Council on January 20, 2015, as part of the two part process for agendizing Council items.

Council Member Young expressed her disappointment that the Taste of the Valley, which replaced the Dry Bean Festival, had been removed from the Chamber of Commerce's calendar. Council Member Young stated she felt it was important that Tracy hold a signature event that defines the City.

Council Member Rickman thanked the Director of Public Works and staff for their handling of the storm during the past week.

9. ADJOURNMENT – It was moved by Council Member Young and seconded by Council Member Rickman to adjourn. Voice vote found all in favor; passed and so ordered. Time 11:43 p.m.

The above agenda was posted at the Tracy City Hall on December 11, 2014. The above are summary minutes. A recording is available at the office of the City Clerk.

_____
Mayor

ATTEST:

_____
City Clerk

February 3, 2015

AGENDA ITEM 1.B

REQUEST

APPROVE PROFESSIONAL SERVICES AGREEMENT NO. HE-1 WITH HANNA ENGINEERING, INC., OF RANCHO CORDOVA, CALIFORNIA, FOR CONSTRUCTION MANAGEMENT AND RESIDENT ENGINEER SERVICES, APPROVE AMENDMENT NO. FIVE TO THE PROFESSIONAL SERVICES AGREEMENT (PSA) WITH DRAKE HAGLAN AND ASSOCIATES FOR DESIGN SUPPORT SERVICES DURING CONSTRUCTION FOR THE ELEVENTH STREET – EAST TRACY OVERHEAD BRIDGE REPLACEMENT PROJECT - CIP 73063, FEDERAL PROJECT NO. HBLS – 5192(020), AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT AND AMENDMENT

EXECUTIVE SUMMARY

City Council is requested to approve a Professional Services Agreement (PSA) with Hanna Engineering, Inc., of Rancho Cordova, California, to provide constructability review, construction management and resident engineering services, and approve Amendment No. Five to the PSA with Drake Haglan and Associates for providing design support services during construction for the Eleventh Street – East Tracy Overhead Bridge Replacement Project.

DISCUSSION

The Eleventh Street – East Overhead Tracy Overhead Bridge Replacement Project - CIP 73063, is currently in the final phases of design and bidding with a budget of approximately $52 million. Out of this amount $46.3 million is approved for design, construction and right of way acquisition. The remaining $5.7 million is approved by Caltrans for resident engineering and construction management. After completion of project plans, specifications, and cost estimates (PSE), they were submitted to Caltrans for review and comments. Comments received from Caltrans were incorporated in to the PSE.

A major portion of the cost of the project (83.53 percent) is funded from Measure 1-B (bridge retrofit and bridge replacement) backed up by Federal grants and the remaining 11.47 percent is the City's responsibility.

In order to lower the City's share of the 11.47 percent cost, the City has pursued and successfully received another grant of 7.5 percent from Measure 1-B with the remaining 3.97 percent to be paid by the City (approximately $2.07 million).

Due to the specialized nature and complexity of construction work, and compliance with Federal requirements, it is essential that resident engineering and construction management of this project be completed by an experienced engineering construction management consulting firm under the City of Tracy supervision. In addition, a constructability review needs to be performed by such experienced and qualified firm to ensure timely completion of the project within the available budget.

Therefore, In accordance with Tracy Municipal Code, Section 2.20, on August 6, 2014, a "Request for Proposals" for construction management for the Eleventh Street – East Tracy Overhead Bridge Replacement Project was solicited and posted on the City's website. The City received proposals from 11 consultants on September 4, 2014.

After initial review and evaluations of the proposals, three consultants were short listed for interviews. Based upon the qualifications, quality of proposal and the interview process, Hanna Engineering, Inc., of Rancho Cordova, California, was found to be the most qualified consultant to provide the required services for this project. Hanna Engineering Inc. has successfully completed similar projects with other agencies and is committing one full time resident engineer/construction manager on site for this project. The negotiated cost of the required services for the duration of this project will be $3,881,793.53 and will be paid on an hourly basis.

Since the total cost of services is over $1 million, the Federal Fund Regulation requires that the agreement between the City and the Consultant and financial condition of the proposer must be pre-audited by the California Department of Transportation (Caltrans) Audits and Investigation section before the City enters into such agreement. The City submitted its selection and Professional Services Agreement to Caltrans for review last month. The City received a confirmation letter from Caltrans for approval of the subject Agreement on January 14, 2015.

Due to the complexity of the design elements involved in this project, services of a consultant are needed to provide design support during construction. This support will be specifically required for deviations/modifications or adjustments to the original design due to varying site conditions, requests for clarification of design details, substitution of materials and requests for information, etc., from the contractor. Since Drake Haglan and Associates are the project design consultant and are the most familiar with this project, it is in the best interest of the City to retain their services for design support during construction.

On November 20, 2014, at the City's request, Drake Haglan and Associates submitted a proposal to provide all necessary and required design support services during construction. After negotiation, the Consultant agreed to provide design support services for the duration of construction of this project for an amount not to exceed $978,314 based on hourly rates, on an as needed basis. In order to acquire these services from Drake Haglan and Associates, Amendment Number Five to their Professional Services Agreement needs to be executed. The previous four amendments were necessary to incorporate various design changes requested by Caltrans and adjoining property owners who provided construction easements for this project.

On September 8, 2014, Caltrans approved initial funding of $17 million toward construction of this project. Caltrans has also authorized the City of Tracy to proceed with construction and issued a construction notification called "E-76", pending completion of construction documents which include plans and specifications. Approval of this agreement will give the consultant authorization to complete constructability reviews in coordination with the design consultant and project contract administration and construction management services.

STRATEGIC PLAN

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

FISCAL IMPACT

The Eleventh Street – East Tracy Overhead Bridge Replacement Project is an approved Capital Improvement Project – CIP 73063, funded primarily through Measure 1-B backed up from Federal grants. Of the total estimated cost of $52 million, $46 million (88.53 percent) is funded from Measure 1-B with an additional $3.9 million (7.5 percent) also coming from Measure 1-B. The remaining $2.07 million (3.97 percent) is the City's obligation.

RECOMMENDATION

Staff recommends that City Council, by separate resolutions, approve:

1. A Professional Services Agreement with Hanna Engineering, Inc., of Rancho Cordova, California, to provide construction management and resident engineering services for an amount not to exceed $3,881,793.53, and

2. Amendment No. Five to the Professional Services Agreement with Drake Haglan and Associates of Ranch Cordova, California for providing design support services for the duration of construction for an amount not to exceed $978,314,

   For the Eleventh Street – East Tracy Overhead Bridge Replacement Project - CIP 73063, Federal Project NO. BHLS - 9152(020), and authorizes the Mayor to execute the Agreement and Amendment No. Five.

Prepared by: Zabih Zaca, Senior Civil Engineer

Reviewed by: Kuldeep Sharma, Utilities Director/Interim City Engineer
Andrew Malik, Development Services Director
Maria A. Hurtado, Assistant City Manager

Approved by: Troy Brown, City Manager

ATTACHMENTS

Attachment A – Professional Services Agreement – Hanna Engineering
Attachment B – Amendment No. Five to PSA – Drake Haglan

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT
CONSTRUCTION MANAGEMENT SERVICES
11TH STREET – EAST TRACY OVERHEAD BRIDGE REPLACEMENT PROJECT
CIP 73063
FEDERAL PROJECT NO. BHLS-5192(020)

This Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and Hanna Engineering, Inc. dba The Hanna Group ("Consultant").

RECITALS

A. Consultant services are needed to provide generally, but not limited to per-construction services, construction management, construction submittal and shop drawing reviews, evaluating and responding to Request for Information (RFI), Resident Engineer (RE) service, and project closed support.

B. On August 6, 2014, City issued a Request for Proposals for construction management for the PROJECT. On September 4, 2014, staff received proposals from eleven (11) local Construction management firms. Staff evaluated the eleven proposals, including a proposal submitted by CONSULTANT's Authorized Representative, Mehrdada Varzandah, and interviewed the top three firms on October 2, 2014. The CONSULTANT's proposal was the most responsive to the City's RFP. After negotiations between City and CONSULTANT, the parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement. On January 20, 2015, the City Council authorized the execution of this Agreement, pursuant to Resolution No. 2015-_____.

C. Consultant represents that it has the qualifications, skills and experience to provide these services and is willing to provide them according to the terms of this Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES.** Consultant shall perform the services described in Exhibit "A" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: **Mehrdad Varzandeh, P.E., Project Manager.** Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "B," nor shall Consultant use any subcontractors or subconsultants, without City's prior written consent.

2. **TIME OF PERFORMANCE.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement.

Consultant shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "D." Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for extensions of time to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

3. **INDEPENDENT CONTRACTOR STATUS.** Consultant is an independent contractor and is solely responsible for all acts of its employees, agents, or subconsultants, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization to Consultant. Consultant is free to work for other entities while under contract with the City. Consultant is not entitled to City benefits.

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

5. **COMPENSATION.**
   - **5.1 General.** For services performed by Consultant under this Agreement, City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "C & E," attached and incorporated by reference. Consultant's fee for this Agreement is Not to Exceed **$3,902,811.06**. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the Not to Exceed amount without the City's prior written approval.
   - **5.2 Invoices.** Consultant shall submit monthly invoices to the City describing the services performed, including times, dates, and names of persons performing the service.
   - **5.3 Payment.** Within 30 days after the City's receipt of invoice, City shall make payment to the Consultant based upon the services described on the invoice and approved by the City.
   - **5.4 Miscellaneous Provisions**
     a) Covenant Against Contingent Fees

     All contracts for consultant services in which federal funds are to participate shall contain the following clause:

"The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant; to solicit or secure this contract; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this contract. For breach or violation of this warranty, the local agency shall have the right to annul this contract without liability, or at its discretion; to deduct from the contract price or consideration, otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee."

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

7. **OWNERSHIP OF WORK.** All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

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

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

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

The provisions of this section survive completion of the services or the termination of this contract, and are not limited by the provisions of Section 10 relating to insurance.

9. **BUSINESS LICENSE.** Before beginning work under this Agreement, Consultant shall obtain a City of Tracy Business License.

10. **INSURANCE.**

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

10.2 **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than $2,000,000 general aggregate and $1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

10.3 **Automobile Liability** (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

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

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

10.6 **Endorsements.** Consultant shall obtain endorsements to the automobile and commercial general liability with the following provisions:

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

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

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

10.8 **Authorized Insurers.** All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

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

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

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

11. ASSIGNMENT AND DELEGATION. This Agreement and any portion of it shall not be assigned or transferred, nor shall any of the Consultant's duties be delegated, without the City's written consent. Any attempt to assign or delegate this Agreement without the City's written consent shall be void and of no effect. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

12. MISCELLANEOUS.

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

To City:
Zabih Zaca, Sr. Civil Engineer
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
Mehrdad Varzandeh, P.E., Project Manager
Hanna Engineering, Inc. dba The Hanna Group
3101 Zinfandel Drive, Suite 320
Rancho Cordova, CA 95670

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

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working

days after the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

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

12.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

12.4 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

12.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

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

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

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

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

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

City of Tracy

_____
By: Michael Maciel
Title: Mayor
Date: _____

Attest:

_____
By: Carole Fleischmann
Title: Interim City Clerk
Date: _____

Approved As To Form:

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

Consultant
Hanna Engineering, Inc.
dba The Hanna Group

_____
By: Mehrdad Varzandeh
Title: Chief Operating Officer
Date: 1-5-15

Fed. Employer ID No. _____
27-0089617

_____
By: Nick Panayotou
Title: Secretary
Date: 01/05/15

Attachment A
Scope of Services
Construction Management Services
11th Street – East Tracy Overhead Bridge Replacement Project
CIP 73063- Federal No. BHLS-5192(020)

October 17, 2014

Having identified the key project issues, our project approach for the 11th Street – East Tracy Overhead Bridge Replacement Project covers the following Tasks:

- TASK 1- Construction Management.....$ 104,870.00
- TASK 2- Pre-Construction Services.....$ 112,920.00
- TASK 3- Construction Management Services .....$ 2,871,910.50
- TASK 4- SWPPP Management.....$ 85,949.71
- TASK 5- Quality Assurance Testing.....$ 532,776.39
- TASK 6- Gamma Gamma Testing (GGL) .....$ 43,480.00
- TASK 7- Public Outreach.....$ 85,698.37
- TASK 8 - Post Construction Services.....$ 50,367.00
- TASK 9 – Invoicing Assistance in accordance w/ LAPM.....$ 14,839.09

TASK 1 – CONSTRUCTION MANAGEMENT $ 104,870.00

Task 1.2- Develop a Construction Management Plan/ QAP

Mehrdad will lead the construction management team with the following goal and responsibilities:

- Provide qualified, specialty inspectors in all disciplines involved in the project.
- Have a project team that understands the work and potential difficulties encountered during construction.
- Create a collaborative team with all stakeholders, including the Contractor.
- Be proactive in identifying issues and finding solutions.
- Pay close attention to oversight agency requirements and permits to protect the City from potential permit violations.
- Thoroughly document all activities and properly track all documents generated during construction.
- Coordinate with all involved entities (contractor, Caltrans, various agencies, and other stakeholders).
- Effectively communicate with all involved entities.
- Manage changes to minimize costs.
- Dedicate the team for the entire length of the Project.
- Always keep the City Project Manager, fully informed to avoid surprises.

CONSTRUCTION MANAGEMENT PLAN: The intent of this scope of work is to set forth the requirements and responsibilities of the Consultant for construction management, inspection, material testing, verification, and recommendation for acceptance of improvements of the proposed construction project to assure consistent and satisfactory quality of such improvements in accordance with the approved construction documents.

Mehrdad and Joe will provide a construction management plan for the City's review and approval. The plan will include the standards and level of effort that the THG staff will adhere to during all phases of the work and describe deliverables to be received by the City.

This task includes project management, construction administration, scheduling, resident project observation/inspection, reviewing and approving all contractor submittals and materials testing during construction. Contract administration will be in accordance with the Local Assistance Procedures Manual and the following:

- Approved Project Plans and Specifications
- Regulatory Agency Permits
- Caltrans Standard Specifications and Plans
- Caltrans Construction Records and Procedures Manual
- Caltrans Standard Test Methods
- Caltrans Surveying Manual
- Caltrans Manual of Traffic Control for Construction & Maintenance Work Zones
- Caltrans Construction Manual & Bulletins
- Manual of Uniform Traffic Control Devices & California Supplement

On each job, THG develops a comprehensive Construction Management Plan particular to that project. This plan has proven to be a valuable tool, which will provide information on procedures and guidelines that will be implemented for the THG team members assigned to the project. This manual also establishes project specific policies and describes duties for field and administrative personnel. The plan will describe the level of effort anticipated to be maintained by the Construction Manager (CM) and inspectors for the various activities during the construction period and project closeout. The plan will describe all deliverables and timing for periodic reports. Weekly status reports shall include summaries of work that is currently being performed, behind schedule, unresolved deficiencies and defective work, outstanding change orders and status of any claims. The plan is in conformance with federally funded project requirements and has been instrumental in passing Caltrans audits on our projects ensuring that HBP requirements are met. With regards to contract administration, there are 20 Chapters discussed in detail in the ***Local Assistance Procedures Manual.***

In conjunction with the Caltrans Construction Manual, the following chapters in the ***Local Assistance Procedures Manual*** will be referred to for the 11th Street – East Tracy Overhead Bridge Replacement Project.

- Chapter 16- Administer Construction Contracts
- Chapter 17- Project Completion

Of the 9 chapters discussed in the ***Caltrans Construction Manual,*** the specific Chapters listed below will be referred to extensively throughout the duration of the project. Our Resident Engineer/Structure Representative and inspectors will adhere to the 63 categories for filing project documents as outlined in Chapter 5.

- Chapter 2 - Safety and Traffic
- Chapter 3 - General Provisions
- Chapter 4 - Construction Details
- Chapter 5 - Contract Administration
- Chapter 6 - Sampling and Testing

Specific topics to be included in the Construction Management Plan will include:

- Project Organization
- Complaint & Community Relations Procedures
- Project Personnel Organization Authority
- Filing System and Survey Request
- Office Administration/Correspondence Tracking and Project Administration
- Construction Safety Control and Safety Training
- RFI/Submittal Processing, Handling, and Approval
- Procedures and Level of Effort of the Public Outreach Program
- Engineering Control and Job-Site Communications
- Schedule/Cost Control and Progress Pay Estimates/Budgets
- Change Order Tracking, Claims Handling Procedures, and Force Account Work
- Quality Control Guidelines and Source Inspection Guidelines
- Pre-Construction and Construction Meeting Minutes
- Designer and/or CM Responsibilities for Shop Drawing and Temporary Work Review and Approval
- Material Sampling and Testing Request and Acceptance
- Traffic Control Plans Submittals and Approval Process
- Special Inspections/testing
- Hazardous Waste Procedures and Environmental Compliance
- Procedures of Issuing Non-Conformance Reports and Stop Work Procedures
- Specific Forms for Daily Reports and Benchmark Inspection
- Labor Compliance Requirements, GA Forms, and Federally required closeout documentation
- DBE Reporting Procedures, Prevailing Wage, and Certified Payroll Reporting Procedures

Project Control and Administration: One of THG's most important tools in administering and overseeing individual budget costs is our internal cost control system. The objective of this system is to provide accurate invoices and an effective contract management system that gives our project manager timely and auditable data for determining engineering contract cost and schedule status. The overall goals of Project Controls are to achieve:

- Accountability
- Accuracy in Project Reporting
- Responsiveness

Monthly Invoice Reports: with each invoice, THG provides a narrative status update on the CM contract as well as a detailed report on the status of the budget for the team including sub consultants. This report also provides a forward looking "Burn Rate" for future budget forecasting.

TASK 2 – PRECONSTRUCTION SERVICES $ 112,920.00

Task2.1. Review project documents (plans, specifications, permits, agreements, easements and environmental documents)

Joe will review the contract documents including permits and agreements and will lead a round-table discussion with our staff and our sub-consultants to make sure that everyone understands the requirements, roles, responsibilities, goals, and objectives specific to this project. This discussion will also focus on the job requirements, especially how the team will handle non-conforming materials, QA records, records of corrective action taken, and audits of QA records. The single most important aspect of our implementation plan during the pre-construction phase is to ensure that our proposed field staff (from the RE to the inspectors) thoroughly understand the contract documents and anticipate potential problems and/or delays during construction. This is to ensure that our field personnel know the contract documents and can resolve issues and keep the project on track.

If requested by the City, the THG team will apply its construction knowledge to the review process and will provide a comprehensive constructability review of the project's construction documents which are to include construction schedule, project plans, specifications and estimate. Our review is performed from a contractor's perspective and will focus on interfaces (consistency between the plans and specifications, and Detail vs. General). THG will check for document completeness, compatibility between documents, overall coherency and constructability, value engineering review of the plans to assure an economical and efficient construction, possible construction claims, construction staging, safety, project schedule and provide an estimate on working days.

The following are the Key elements evaluated during our constructability review:

- ✓ *Construction feasibility and practicality*
- ✓ *Means and Methods of Construction*
- ✓ *Accessibility to site- Contractor access, work areas, and staging areas*
- ✓ *Completeness and consistency between plans, specifications, and permits*
- ✓ *Completeness and Clarity*
- ✓ *Claims avoidance*
- ✓ *Safety issues*
- ✓ *Continuity of utilities*
- ✓ *Selection and availability of materials*
- ✓ *Stage Construction/Transitions between stages*
- ✓ *Traffic control/public access/traffic management*
- ✓ *Document Errors*
- ✓ *Document Omissions*
- ✓ *Change order potential*
- ✓ *Labor intensity of installation*

Submittals/Agreements: THG will also identify all submittals required by the contractor in checklist format and will provide this information to the City and contractor during the pre-construction meeting.

Environmental Mitigation Measures: Mitigation Measures shall be in accordance with the environmental document for the project and monitoring shall be enforced by the construction management staff as well as the City. THG will also identify all Mitigation Measures required by the contractor in checklist format and will provide this information to the City and contractor during the pre-construction meeting. Dust control and mitigations air quality shall be addressed for each phase/stage of construction and be implemented for both hauling trucks and construction equipment.

Pre-Construction Condition Documentation: Documenting the site prior to construction is essential and can often mitigate disputes between the City, contractor, and other project stakeholders. This documentation is also necessary to ensure that areas not modified by the contract are restored to their pre-existing conditions upon completion. THG staff will provide a video and digital photography documentation of the entire site including any affected offsite areas. Special or sensitive areas will be noted and extra documentation will be provided (each photo will be annotated with date and time). Particular attention will be given to areas affected by the work and the contractor's lay-down and office trailer areas. These areas will be inspected and compared to the pre-construction condition documentation prior to the contractor's demobilization activity. Absent any evidence to the contrary, any new damage will be assumed the responsibility of the contractor (this will be discussed with the contractor at the preconstruction meeting). Copies of all documentation, including photographs, notes and video, will be available for the City's review at all times.

Task 2.2. Review Resident Engineer files

Review Resident Engineer files: As one of the first steps in preconstruction services, Joe will request to review, *Geotechnical Investigation Report,* and the Resident Engineer's (RE) Pending File which typically contains construction related documents and information assembled by the Design Team through the various project development phases. After reviewing the RE pending file, Joe will meet with City and Caltrans representatives (collectively or separately) to discuss parameters (discussed in Task 1.5)

Task 2.3. Prepare a Construction Schedule

Develop the Master Schedule: One crucial element in managing a successful project is the development of a Master Schedule for the project. With the information provided to date, we have created a preliminary master schedule for the project which highlights, in broad terms, the entire project elements in our Master Schedule including the overall construction items which from our perspective, are critical to the successful completion of the project. The master schedule will be updated once more information is provided and will ultimately be compared to the contractor's submitted schedule and will be used as a tool in coordinating and managing the work with the contractor

Task 2.5. Meetings w/ Owner Team

Owner-Team (CM, City and Designer) Meeting: As one of the first steps in preconstruction services, Joewill request to review the *Geotechnical Investigation Report* and the Resident Engineer's (RE) Pending File which typically contains construction related documents and information assembled by the Design Team through the various project development phases. After reviewing the RE pending file, Joewill meet with City and Caltrans representatives (collectively or separately) to discuss parameters that include:

- *Design features*
- *Lines of communication*
- *Levels of authorization*
- *Submittal review responsibility, time requirements and authority*
- *Environmental issues*
- *Procedures for progress payments*
- *Procedures for contract change orders*
- *Potential claim management*
- *Project emergency procedures*
- *Local emergency services notification & access*
- *Other public access and public services requirements*

Task 2.6. Conduct a Preconstruction Meeting

Preconstruction Meeting: Once the construction contract is bid and awarded, all appropriate parties will be invited to a preconstruction meeting, including the contractor and his assortment of subs, the City, Caltrans representatives, utility companies appropriate regulatory representatives and any other stakeholders as deemed necessary by the City. In order to establish a successful project for all parties, this meeting will establish managerial and administrative procedures, working relationships, and outline the level of expectations. We will customize this agenda for the project and, upon the City's approval, distribute prior to the meeting. We will chair the meeting and provide minutes documenting all items discussed.

Typical items of discussion include:

- *Job-site safety*
- *Points of contact and appropriate means of communication*
- *Quality control and assurance responsibilities*
- *Project schedule*
- *Submittal, RFI, and change order processes*
- *Breakdown of Schedule of Values for LS Items*
- *Potential Claim Process*
- *Time of work and limitations*
- *Critical items of work*
- *Long lead items*
- *Special inspection requirements*
- *Erosion and sedimentation control (SWPPP and BMP implementation)*
- *Laydown, storage, security, and site access*

Utility Coordination: Utility coordination is one of key aspects to the success of this project. Joewill assume the primary responsibility for coordinating utility work; Our inspector along with the Resident Engineer will be responsible for the following:

- Review all documents pertaining to utility work, including the "Policy on high and low risk underground facilities"; "Notice to Relocate and/or Remove Utility Facility"; Encroachment Permits; contract plans, and correspondence relating to utilities not shown on the contract plans.
- Review the Contractor's Progress schedule in order to coordinate with the agencies that are responsible for the utility removal and/or relocation operations to prevent right of way delays and to avoid conflicts between the contractor's work and the utility relocation operations.
- Coordinate with the City, the Contractor and the utility owners to promote cooperation and timely completion of the work to avoid delays to the construction activities.
- Monitor the constraints of the utility relocation.
- Verify that underground utilities are relocated or removed before the Contractor can begin other improvements.

There are several significant utilities within the project area. Schedules may be affected by third party participation or lack thereof within a project. Progressing and coordination efforts for utilities shall always be monitored well in advance of construction project. For procurements, and time of relocation, budgets and resources may all play a factor in the utility company's ability to relocate in a timely manner. We recommend a proactive approach to not only identifying the utilities but also contacting the utilities, using USA Dig Alert, and judiciously potholing for depth and location of utilities. As construction manager, it's our responsibility to do our due diligence in assisting the third party's with their relocations in order to keep the project moving forward and maintain the schedule.

TASK 3–CONSTRUCTION MANAGEMENT SERVICES $ 2,886,749.59

Task 2.1. Project Coordination and Correspondence

Project Administration: The THG team will provide construction administration of the project to facilitate the ongoing construction efforts and maintain state and City regulations. At a minimum THG will:

- Comply with Cal-OSHA regulations regarding safety equipment and procedures, and safety instructions issued by the state.
- Provide administrative, management and related services as required to coordinate the work of the contractor, to complete the project in accordance to contract documents, state regulations and in with the City's objectives for cost, time and quality.
- Coordinate with the City and all other involved agencies to obtain and comply with all required permits.
- Recommend necessary or desirable changes in the construction contractor's scope of work to the City, review and evaluate contractor's request for changes, assist in negotiating contractor's

proposals, submit recommendations to the City supported by field data, and if they are accepted, prepare change orders for signature and the City's authorization.

- Maintain strict cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- Develop and implement procedures for the review and processing of applications by contractor for progress and final payments. Make recommendations for certification to the City for payment.
- Consult with the design engineer and the City if the contractor requests interpretations of the meaning and intent of the drawings and specifications, and assist in the resolution of questions, which may arise.
- Provide a staffing schedule each month for the following month. This schedule is subject to the City's approval.
- Manage any utility work to be performed by utility agencies (work not part of contractor's responsibilities).

Documentation and Record Keeping: The Hanna Group maintains all documents to provide a detailed account of the construction effort, progress and contractual obligations. As a minimum, we:

- Verify that all required certificate of bonds and insurance have been received from the contractor and forwarded to the City for approval.
- Maintain a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings, product data, samples, submittals, purchases, materials, equipment, applicable handbooks, maintenance and operating manuals and instructions, other related documents and revisions which are relevant to the contract work.
- During the course of construction, maintain one set of plans with markings and dimensions in red ink to denote field changes or other corrections.
- A detailed photographic history of all phases of the project will be maintained on a daily basis. The photographs will be maintained in an album and the photographs will be indexed for ease of retrieval.

Communication/Coordination and Correspondence: Joe will serve as the day-to-day focal point for coordination among the City, Contractor, the design team, and others. This approach ensures that the contractor only receives information from a single source. The THG team will document all communications with the contractor in correspondence and daily diaries and will prepare and distribute agendas, minutes, and an issues list. General duties will include:

- *Serve as focal point for coordination among the contractors, material testers, the design engineer, the City, Caltrans representatives, various regulatory agencies, and other stake holders.*
- *Maintain close contact with City Project Manager and copy on all correspondence.*

- *Receive all Contractor correspondence and prepare and transmit responses accordingly. Coordinate with applicable parties as required to develop responses.*
- *Maintain contract files in a systematic and orderly manner consistent with the 63 categories for filing project documents as outlined in Chapter 5 of the Caltrans Construction Manual.*

Public Outreach: Establishing and maintaining open communication with the community affected by any large scale-, long-duration construction is an important factor in the projects ultimate success. A community outreach program must include: a strategic series of notices, advertisements, meetings, and one-on--one contacts. Joe will take the lead in establishing a workable public relations program in conjunction with the City staff and the City PIO. Joe will work directly with City Project Manager with timely notifications, and up to date progress on lane closures, traffic control, phasing/staging notifications for the media, residents and business owners within the vicinity of the project. See additional details under TASK 7.

Task 3.2 Schedule Management; Progress Meetings; Reports

Schedule Management-Baseline Review: We will review the contractor's initial baseline schedule to verify that it is a reasonable, practical, and comprehensive plan for accomplishing the work. We look to see whether or not the contractor has provided the appropriate schedule interfaces with the other project activities, such as submittal review, material deliveries, utility relocations, and agency reviews. To better inform the Contractor of the constraints to the project, we conduct a preconstruction schedule meeting where we inform the contractor of details pertaining to the schedule contents, formats, contractual requirements, and update submissions.

Monitor Construction Schedule: The THG team will provide the contractor's monthly schedule to the City and advise of any schedule delay with recommendations for the schedule recovery. We will work with the contractor to eliminate and/or mitigate the impacts of any delays and as the work progresses, changes and weather will be evaluated for impact to the contractor's schedule. In addition to reviewing the contractor's schedule, we will prepare and maintain an "as-built" schedule. This schedule is beneficial in negotiating time extensions due to change orders, weather, and other delays as well as time impact analysis for claims analysis purposes. Sometimes there are unknown or unforeseen impacts to the project which are generated by the agency or third parties. When this arises, we generally try and foresee these issues in advance and/or mitigate the delay as soon as possible. Taking a proactive approach and generating work a-rounds and/or accelerating the project with certain "What-if" scenarios to the schedule. We generate a cost and time impact/savings to each scenario for the client as options to mitigate a delay. Our team will review the baseline and monthly schedule for compliance and Joe will provide the City a "Monthly Schedule Update Report". This report will include:

Anticipated Meetings: Anticipated meetings include a pre-construction meeting with the Construction Contractor, City, Caltrans representatives, regulatory agencies, grant agencies, and utility companies. Periodic meetings will include daily discussions between the CM or designated representative and the Contractor, weekly Contractor meetings, weekly meetings between the CM and City, and meetings scheduled as needed with regulatory agencies, Design Consultant, Caltrans representatives, other groups, or agencies. Our team will prepare agendas and detailed meeting notes of all meetings, including professionally facilitated project partnering meetings and provide these documents to the City at the next regularly scheduled meeting.

Weekly Meetings: In order to facilitate effective communication among all parties associated with the contract, weekly meetings (day and time of the week established in the pre-construction meeting) will be held to discuss project progress and pending issues. Joe will coordinate and conduct weekly construction meetings with the contractor, the City's representative, Caltrans representatives, and interested parties. In order to facilitate an orderly and efficient meeting, Joe will send an agenda to all appropriate attendees prior to the meetings. Some of the general items discussed will be safety, schedule, status of RFIs, change orders, submittals, and new and old issues. Special meetings will be conducted, as necessary to resolve specific issues. The Assistant RE will prepare minutes of the meeting and distribute to respective attendees. Our team will make a point of setting up meetings on an "as-needed" basis with the "Owners" team members to discuss project issues. This approach of having a separate meeting with the Owner team prior to meeting with the contractor eliminates the potential of open disagreement amongst the team in front of the contractor.

Task 3.3 Payment Recommendations

In order to process the payments for the contract items, Joe and his lead inspectors will continuously inspect the progress of the contract item work and perform quantity calculations for monthly partial payments. The quantity of each item will be field measured, if necessary, to prevent overpayment or underpayment. At the beginning of the project we will request that the Contractor submit a schedule of values for the Lump-Sum items. Each month, Joe will provide accurate calculations for all items of work completed and accepted to allow for progress payment. Additionally, we will review the Contractor's progress pay estimate request and schedule of values for reasonableness and ease of monitoring, and will compare this information to the quantity records generated by our team. Upon completion of progress payment verification, Joewill provide the monthly progress payment recommendation as well as a Budget Report to the City for review and approval and payment. Our Budget Report will include the status of any bid items which are materially over- or under- running the original project bid; evaluation of any cost variances or changes in cash flow; a summary of potential impacts not resolved at the time of reporting; and a thorough evaluation of the project cost to complete. Duties will also include:

- *Review Contractor's initial schedule of values for reasonableness and ease of monitoring.*
- *Prepare monthly progress payment requests, negotiate differences over amount, and process payments through the City Project Manager.*

Task 3.4 Submittal Management

Document Control: The THG team will maintain a tracking system for all documents including correspondence, contract drawings, RFIs, RFCs, CCO logs, utility notices, submittals, and reports. Our goal is to ensure that the status of all contract documents is known at all times and that current revisions of contract documents are distributed to key and appropriate personnel in a timely manner. The advantage of utilizing our electronic document control system is that, on a daily basis, the RE at a glance can review items due today, overdue items, and items due in the next week. In addition to tracking on-going project documents, we also utilize the information generated from our electronic document control system to prepare monthly detailed progress reports to the City.

Submittal Management: Our goal in submittal management is to achieve timely responses from all associated parties. If the contractor requires interpretations of the meaning and intent of the drawings or the specifications, we will assist with the resolution of questions. Our approach to properly managing the submittal process (including shop drawings) is to start early and stay ahead of the contractor. We will request that the Contractor provide a list of required submittals for our review, and will check these against our own expected submittal list developed in our constructability analysis. We will also require submittals, and the appropriate review times, be shown on the Contractor's Baseline Schedule and Schedule Updates. Working with the City, our CM team will develop a distribution list to identify responsible parties for review and acceptance of submittals. In order to ensure that all submittals are tracked at every stage of the process, we will use a submittal log in our electronic document control system and will review the status of all submittals during the weekly progress meeting. Joe will monitor the log to verify that submittal responses are submitted in a timely manner. Duties will also include:

- *Receive, stamp, and log submittals, and review and approve/distribute for review as necessary.*
- *Monitor the review and return of submittals to Contractor.*
- *Develop a submittal distribution list to identify parties responsible for review and acceptance.*

Task 3.5 Request For Information (RFI)

Requests for Information (RFI)/Requests for Changes (RFC): Typical RFI and RFC process starts with a request forwarded from the contractor, which THG will review and determine if the CM team can provide an answer, within guidelines established by the City. In general terms, if there is no cost and/or schedule impact and no change to the permanent construction, we will answer and process the RFI and/ RFC and transmit a record of the request to the City. If the RFI or RFC has either cost or schedule impact, or a change in permanent construction, or an answer cannot be made at the project level, we will take the next step and transmit design related RFI's to the designer and copy to the City and Caltrans representatives. Upon receipt of an answer from the design team, we will verify that the question asked has been adequately answered, and if not, obtain additional information in order to provide a full and complete answer to the contractor. Responses to the RFIs will be forwarded expeditiously to the Contractor. In order to expedite efficiency, at each step along the way, the transmittal will be tracked in our electronic document control system. In addition, the review time will be monitored to avoid delay claims to the contract. Pending RFIs and RFCs will be a standing agenda item discussed at each weekly jobsite meetings. Duties will also include:

- *Receive, process, and monitor requests for information from Contractor.*
- *Prepare responses to RFI related to construction issues. Obtain Designer comments if necessary.*
- *Transmit design related RFI's to design engineer and copy City Project Manager.*
- *Conduct meetings with Contractor and other parties as needed to discuss and resolve RFI's.*

Task 3.6 Change Orders & Claims

Change Order Management: The goal of the THG team is to avoid all unnecessary Contract Change Orders. Change Order can be generated from a number of sources and reasons, including changes directed by the designer or the owner and field-originated changes arising from unforeseen site conditions. If Change Order

is unavoidable, the THG team will provide estimating and effective cost management by properly monitoring and tracking contract change orders. Joe will evaluate all proposed change orders to determine need, merit, and project impact. The team will provide cost estimates and schedule impacts, and a rationale for approval or denial and with the concurrence from the City, Joe will negotiate change orders with contractor and prepare change order documentation for approval and signature by the City. Our team has a vast knowledge of initiating, reviewing, estimating, and writing complicated contract change orders, including Value Engineering Change (Cost Reduction Incentive) Proposals. They have expert knowledge in determining the appropriate types of payment and methods of performing cost analysis to apply to each specific contract change order. Duties will also include:

- *Prepare change orders related to construction issues based on drawings, specifications, and other design information from design engineer and City Project Manager.*
- *Prepare recommendations to accompany change order documents and forward to City Project Manager for review and approval.*
- *Perform change order administration, including obtaining City approval of change order requests, issuing proposed change orders to Contractor, maintaining logs of proposed change orders, receiving change order quotations from Contractor, negotiating change order costs and time extension, processing final negotiated change orders, and incorporating approved change orders into progress payment breakdown.*
- *Perform quantity and cost analysis as required for negotiation of change orders.*
- *Analyze additional compensation claims that are submitted during the construction period and prepare responses.*

Project Issue Management: Our project issues management approach begins in the field, on a daily basis, and is led by our experienced inspectors while they are performing their inspection duties. THG considers any item that has the potential to result in additional project cost or time impact as a project issue. This approach provides a tool to identify and track all project documents related to any specific issue within our electronic document control system. The ability to retrieve all project documents related to a specific issue allows the City to have access to the entire record in a timely manner. By tracking issues, the City is always aware of items having a potential to impact the project budget or schedule; thus we are able to fairly evaluate the contractor's concerns before they become a potential claim.

Claim Avoidance and Mitigation: THG believes our investment in comprehensive constructability analysis, and expertise, can mitigate a substantial amount of claims that may arise during the course of construction. Our claims administration technique consists of a reasoned approach to construction disputes with the following elements:

- *We will ensure thorough documentation and timely notice, which are essential for dispute resolution and achieving an equitable settlement based on the facts.*
- *Whenever a potential dispute is identified, we will gather data and provide analysis and presentation of the information which will focus on identifying alternative solutions and collaborative problem-solving so as to reduce the costs of extra work and changes.*

- *We will negotiate and exchange information based on win/win principles. We will ensure that the Contractor and his subs submit all available information as soon as possible, and whenever possible, entitlement will be resolved before substantial efforts are expended on determining damages, as the parties will find it difficult to drop an issue in which they have invested time and money to investigate.*
- *We will document procedures by providing separate daily diaries documenting, equipment and personnel on site (including photographs and/or videos), any idle time, production rates, conversations, field agreements made and quantity of work performed.*
- *If necessary, prepare position papers and present to the members of: City of Tracy, DRB, Mediation, Arbitration, and Litigation.*

Task 3.7 Construction Observation/Inspection Services

Construction Safety Oversight: The Contractor has sole responsibility for compliance with safety requirements on the project, but the CM staff will monitor compliance with the safety program, note the information on Daily Reports, and advise the Contractor and City of observed deficiencies. In addition, we will review the contractor's safety plan for compliance with the CalOSHA safety requirements.

Key activities that will be performed by our staff include:

- ✓ *Review and monitor compliance of the contract specific safety program developed by the contractor.*
- ✓ *Conduct weekly tailgate safety meeting.*
- ✓ *Document safety concerns and corrective actions.*
- ✓ *Participate in regular safety meetings.*
- ✓ *Provide regular status updates of safety to the City*
- ✓ *Issue Stop Notice to contractor, if safety warranted.*
- ✓ *Review and comment on safety related submittals:*
    - *Injury and Illness Prevention Program (IIPP) Debris Handling and Disposal Plan*
    - *Hazard Communication Program (HCP)*
    - *Emergency Action Plan*
    - *Job Hazard Analysis (JHA)*
    - *Incident and Injury Reports*
    - *Monthly Safety Reports*

Quality Assurance Inspection: THG team will review the work of the contractor, trade and specialty contractors on the project as it is being performed, until final completion and acceptance by the City and Caltrans representatives, to assure that the work performed and materials furnished are in accordance with the contract documents. Our approach to quality assurance inspection, where we develop a trust with the contractor, whereby the contractor diligently works with Joe and Inspectors, and the rest of the project team

completes every task correctly and expeditiously the first time. Cooperative solutions that are developed during the course of the project improve quality and minimize rework.
When we identify problems in the field, the contractor is notified immediately and solutions are developed in collaboration with the design team and the City, if necessary, before work progresses. Specific elements of Quality Assurance Inspection include:

- *Provide continuous inspection to ensure that the contractors' work is in compliance with the contract documents and the designer's intent.*
- *Identifying actual and potential problems associated with the construction and providing solutions.*
- *Provide constant communication and timely notification to the City and* Caltrans representatives, *as required for relevant inspection elements.*
- *Maintain daily documentation including photographic documentation of project (special, sensitive, potential claim and milestone work).*
- *Inspect and ensure that the contractor work is in compliance with the approved Storm Water Pollution Prevention plan.*
- *Certify quantity calculations for progress pay estimates and changes.*
- *Resolve construction issues by proposing field changes to facilitate construction and avoid delays.*
- *Coordinate all design changes and change orders with the design team,* Caltrans representatives *and the City.*
- *Maintain comprehensive and updated computerized Change Order Log, including anticipated changes to avoid construction rework in the field.*
- *Provide material management to ensure that the materials are in compliance with the Buy America Act (if applicable).*
- *Review of contractor submittals such as material submittals, mix designs, temporary work design, customized construction equipment design, trenching and shoring design, shop-drawings, certificates of compliance, progress payments, and extra work reports.*

Project Inspection (Field Inspection and Reporting): THG will provide sufficient inspectors to adequately inspect all Contractors' construction work. Our inspectors will provide field inspection of Contractor's construction work on a daily basis. Our team will monitor the Contractor's performance from the perspective of quality, cost, and schedule, and shall enforce the requirements of applicable Specifications. Daily Inspection Reports and diaries of Contractor's construction activities will be completed daily and be available to the City on the next day. THG will document special situations by photograph or video as well as documenting any defective work until it is repaired to the City's satisfaction and quality of work is in accordance with the contract documents.

Daily Diaries will be written with the intent to create a satisfactory record of the day's activities at the project site in accordance with standard inspection practice. As a minimum they will include:

- Contractor's activities, contractor employees on site and hours worked by each

- Equipment on site and hours of use
- Weather conditions
- Discussions with the Contractor
- Problems and issues dealt with,
- Approved changes, and any other information necessary

Our inspectors will provide inspection for the overall construction of the 11th Street – East Tracy Overhead Bridge Replacement Project including but not limited to:

- *General site preparation including clearing, grubbing, and mass grading.*
- *Environmentally sensitive issues, tree protection, tree removal and mitigation, water quality management, and erosion control construction and monitoring.*
- *Underground construction that includes wet and dry utilities.*
- *New road construction, existing road widening and improvements including subgrade, structural section and paving.*
- *Falsework/Temporary Support Construction/Bridge Demolition*
- *Structures (Bridge Construction, Box Culvert)*

Inspection Reports and Records: The following is a list of inspection deliverables that will be provided and maintained in accordance with the City and Caltrans construction records and procedures:

- *Monthly Reports (Project Management Reports)*
- *Project progress, summaries of work performed including percent of work completed*
- *Work activities behind schedule*
- *Any community relations issues*
- *Defective work*
- *Monthly Complaint Logs*
- *Detailed Cost and Schedule Reports*
- *Weekly Statement of Working Days*
- *Inspectors Daily Diary (Separate diaries for CCO work will be prepared)*
- *Change Orders/Claims Logs*
- *Submittals, RFIs. and RFCs Logs*
- *Job Photographs*
- *Action Items Report*
- *Non-Conformance Report (NCR)*
- *Safety and Quality Records*
- *Labor Compliance Interview documentation*

TASK 4 – SWPPP $ 85,949.71

QSD/QSP Water Quality Monitoring and SWPPP: Phase II of the NPDES Clean Water Act requires a Storm Water Pollution Prevention Plan (SWPPP) for any project that disturbs one acre of soil or more. Once construction plans have been reviewed and approved, a "Notice of Intent" (NOI) is required by law before construction can begin. The NOI provide basic information about the site's drainage characteristics and is a signed promise by the property owner to design and implement a Storm Water Pollution Prevention Plan. The SWPPP once filed must be maintained on the job site until the owner files a "Notice of Termination" (NOT), which states that the individual or entity no longer has interest in the property or the project is complete.

THG, through Thunder Mountain Enterprises Inc., will have a Qualified SWPPP Developer (QSD) will provide monitoring procedures and instructions, monitoring locations, weather and rain event tracking requirements, visual monitoring frequencies, visual monitoring triggers, visual monitoring documentation requirements, Quality Assurance (QA) & Quality Control (QC), follow up procedures for violations and action thresholds, location maps, forms, and checklists as required by the Construction General Permit (2009-0009-DWQ as amended by 2010-0014-DWQ).

THG can assist the City in the filing of the Notice of Intent (NOI) into the State Water Resources Control Board S.M.A.R.T.S System. THG will provide a Qualified SWPPP Practitioner (QSP) for the duration of the construction of the project and will be responsible to comply with all requirements of the current Construction General Permit (2009-0009-DWQ as amended by 2010-0014-DWQ). This shall include but not be limited to the following for the entire length of the construction of the project:

- Documented weekly Runoff and Run-on BMP inspections.
- Documented Runoff and Run-on monitoring.
- Preparation of all Quarterly Reports as required by the Construction General Permit (2009-0009-DWQ as amended by 2010-0014-DWQ).
- Preparation of all Annual Reports as required by the Construction General Permit (2009-0009-DWQ as amended by 2010-0014-DWQ).
- Preparation of a Rain Event Action Plan (REAP) every time NOAA predicts a 50% chance or more of rain 48 hours in advance of a storm event in the project area.
- Documented pre-storm, storm, and post storm visual inspections/monitoring along with site photographs before, during, and after each Qualifying Rain Event when NOAA predicts a probability of rain of 50% or more in the project area.
- Documented quarterly non-storm water discharge inspections/monitoring.
- All required sampling and analysis of construction site runoff, non-storm water discharges, receiving waters. This includes but is not limited to Turbidity, Suspended Solids Concentration (SSC), pH, and for other pollutants as mandated by the Regional Water Quality Control Board.
- Preparation of all Numeric Action Level (NAL) and Numeric Effluent Limitation (NEL) Exceedance Reports.
- Ensure the proper implementation of the post-construction storm water operation and management plan at the end of construction.

- Complete extensive photo documentation at the end of construction necessary for the successful filing of the Notice of Termination (N.O.T).

TASK 5 – QUALITY ASSURANCE TESTING $532,776.39

We have assembled a team of experienced and certified inspectors, technicians, and engineers to perform all the necessary materials sampling and testing for the project. ***RMA GROUP will be providing all of the material testing and support services required to ensure a quality project***. We will also maintain testing summaries, to ensure that unacceptable work is corrected, with the correction recorded, and not covered up by the Contractor. All testing and sampling activities will be coordinated by Joe or the project office engineer, and will verify that work performed and materials furnished are of the quality in compliance with the contract documents.

In addition, we will also provide certified testers that perform field quality assurance testing. They will utilize testing sampling procedures outlined in the Caltrans Standard Testing Methods Volumes 1, 2, and 3, of the sample frequency and location of sampling and testing presented in Chapter VIII of the Caltrans Construction Manual. A daily diary of activities and testing requests, as well as hours worked, will be maintained. Our field testers will report laboratory and field results on standard forms provided in the approved CM plan and will complete and keep current the materials testing log. They will communicate with the inspectors to determine material quantities and testing frequencies and to advise the independent assurance tester. All results will be presented to the individual ordering the test, as soon as the values are available. Samples of portland cement concrete for compression testing will be shipped to the laboratory in accordance with provisions of California Test 540. We will review laboratory, shop, and mill test reports of materials and equipment and coordinate, as required, with the engineer-of-record.

- For additional detail, please see RMA Group scope and cost

TASK 6 – GGL TESTING $ 43,480.00

Acceptance tests of the concrete for the CIDH piles will be made by the Engineer. Acceptance tests will evaluate the homogeneity of the placed concrete. Tests will include gamma-gamma logging conducted in conformance with California Test 233.

This task includes performing GGL testing on 6 piles @ 42"x85' with 3 logs/pile and 20 piles @ 96"x120' with 8 logs/pile. Assume 6 mobilizations and 6 reports.

TASK 7 – PUBLIC OUTREACH

$ 85,698.37

Public Involvement & Communications Strategy:

As construction kicks off on the 11th Street Bridge, consistent and timely communication and information distribution is critical to ensuring the project's successful and scheduled completion. Until 1970, 11th Street was the main highway through the City of Tracy, connecting the Northern San Joaquin Valley with the San Francisco Bay Area. Although this isn't the case anymore, 11th Street is still a major thoroughfare through the City of Tracy and now designated as Interstate 205 Business. Therefore, construction impacts will be felt not only by those sitting adjacent to the project, but also those traveling through or visiting the area. This is why it is important that the Public Involvement Plan (PIP) strategically targets key audiences implementing a two-tiered approach, the first being pre-construction activities and the second containing all tasks during active work. The tasks employed for the PIP will focus on creating opportunity to understand up front concerns and issues so that they may be addressed prior to or swiftly during construction. The plan will also provide detailed and timely information to impacted stakeholders and the greater traveling public. The program will utilize a number of resources to ensure a broad reach.

PRE-CONSTRUCTION ACTIVITIES

Pre-construction activities will set the stage for a smooth transition once construction starts. We will plan to get our communications medium's in place such as information line, webpage, and fact sheet materials, as well as hold meetings with the impacted public and larger general public just prior to construction starting so that we clearly understand their issues/concerns.

1. Contact Database

Development of an inclusive contact database will be the first step in identifying key project stakeholders who will be communicated with throughout each stage of construction. Communications will start with monthly project updates to key stakeholders via an established e-newsletter and direct mailings. The database will include contacts representing the following target audiences:

- Property Owners
- Business/Community Organizations
- Residential Communities and Associations
- Public Transit
- Medical /Emergency Response
- Elected Officials
- City of Tracy Staff/Electeds
- San Joaquin County Staff/Electeds
- Caltrans

- Union Pacific Railroad Company
- Westside Irrigation District
- Public Utilities Commission
- Local and Regional Media

2. Information Line Management

A project specific information line will be established prior to construction and monitored daily. The information line will include updated scripts for the caller to learn directly about current construction activities. A comments matrix will be developed to record all comments and responses from the information line. All calls will be recorded and responded to within 24-hours of receipt with the exception of those received over the weekend.

3. Project Website

HDR will support the City Webmaster in providing project information and updates in a timely manner to be uploaded to the City's designated project webpage. The page should act as the main source of information for the public, be maintained regularly, and promoted in all other communications.

4. Stakeholder Coordination /Public Open House

Understanding that this project has great impacts to the traveling public and local community, specifically the Tracy High School, Tracy Police Department, area residents and business communities; it will be important to start communications prior to construction and maintain strong open dialogue throughout the work. Ensuring the public is well informed and aware of work schedule, alternative routes, specific activities and staging – and most important how to communicate and express concerns during active work – will help alleviate potential issues and incidence response as construction commences.

As the contractor comes onboard and begins to mobilize, HDR will support the Resident Engineer in identifying and communicating to targeted stakeholders to ensure a clear understanding of their concerns and issues prior to and during construction. HDR recommends hosting a general public open house meeting for the larger public. The open house will include display boards, a presentation, and facilitated question and answer session and will cover the same topics but will have a broad bigger picture perspective and not focus on specific properties as was the focus of the stakeholder meetings.

Note: HDR will provide support to the Hanna Group as needed on the stakeholder meetings and manage all logistics related to the public open house.

5. E-Newsletter/Project Fact Sheet/Meeting Invitation

The first communications tools that will be created are an e-newsletter that will be blasted to the large contact email list each month to provide an update on the project. HDR will also create a project fact sheet that will outline specific information about the project and construction activities. The fact sheet will be posted to the website and distributed at meetings as needed. A meeting postcard invitation will be created and distributed in the same fashion via e-blasts and the website prior to the public open house.

6. Media Relations (1 Press Release)

To help promote the project and the public open house, HDR recommends creation and distribution of a press release to local and regional media outlets including publications, community newsletters, on-line outlets, and radio and television stations. All media releases will also be posted to the website.

7. Social Media Promotion & Maintenance

The established communications program is focused on pushing project related information out to the larger public via e-blasts, media and project website. During construction, distribution of "real time" information is a critical component to ensuring public awareness and timely notification of construction activities. HDR recommends creation of a Facebook and a Twitter account as an excellent tool to provide updated information to interested community members. It is anticipated that the Facebook/Twitter accounts would be maintained regularly with construction information and may include some visual photos as well. These accounts will provide the construction activity information and allow community members access to the most current information related to any traffic controls or detours, etc. All followers will receive construction and project update notifications. HDR will work with the City of Tracy staff to implement, promote and maintain the social media accounts.

CONSTRUCTION ACTIVITIES

8. Groundbreaking Ceremony

To commemorate the start of the project, HDR will manage the development and implementation of a Groundbreaking Ceremony that will include and highlight all project partners. This task will include creation of an invitation, program, logistics management, materials, and promotion. HDR will mail the invite and also e-blast on behalf of the City.

9. Traffic Alerts/Flyers/Door Hangers (15 total)

HDR will work closely with the R.E. and Construction Management team to identify communications opportunities and the appropriate tool to utilize as construction progresses through each stage. Depending on the activity, HDR may chose to use a traffic alert, door hanger or flyer/letter to distribute in-person, via e-blast, and on the website. All new information on the website will be immediately noticed via RSS feed to all interested public.

10. Media Relations (2 Additional Press Releases)

To ensure communication of key project progress and milestone achievement, HDR recommends including two additional press releases to be distributed appropriately. The first one will highlight progress and the second will be distributed towards the conclusion of construction activities and promote the successful completion, thanking the community for their patience and support during construction.

11. Project Management

HDR will attend project team meetings as necessary to ensure a proper understanding of technical issues, schedule and upcoming activities that may impact the public. It is assumed that HDR will participate in monthly discussions with the project team via conference call and attend up to four meetings in-person throughout the course of the work.

12. Grand Opening Celebration

In commemoration of the bridge, its long history over the last 78 years, and newly established life, hosting a celebratory event at the conclusion of construction would provide the City of Tracy an opportunity to promote this important project and say thank you to the residents/businesses, and bridge users for their patience during the project. This event will provide a unique media opportunity for the City to demonstrate its commitment to improving community infrastructure, as well as garner deserved recognition for City officials and key stakeholders in the process.

TASK 8- POST CONSTRUCTION SERVICES $50,367.00

Task 8.1 Punch-List/As-Built

After the project is substantially complete, Joe will schedule a walk through with the City and Caltrans representatives and will coordinate preparation of a "punch list" of incomplete or unsatisfactory items and submit the list to the Contractor. Once all work is complete, Joe will prepare a statement to the City that the project has been completed in accordance with the Project Conditions of Approval and Project Improvement Plans Construction Contract documents along his recommendation for acceptance.

The THG team will perform the following key activities, to ensure that the construction is completed in compliance to the contract documents:

- *Develop "Punch List" items to be completed.*
- *If the contractor's work or a designated portion thereof, is incomplete or noncompliant, THG will compile a list of incomplete or unsatisfactory items. THG will conduct final inspections and coordinate the correction and completion of the work.*
- *Perform final job walk through with the contractor, the City, Caltrans representatives, and the design team.*

- *Project "Acceptance" and Closeout in accordance with the Local Assistance Procedures Manual and Caltrans Construction Manual.*

Task 8.2 Project Close Out

In this final phase, the THG team will verify that any operating and/or Regulatory Agency Permits are obtained and inspections are complied with and completed. The specific project closeout documents will include the following:

- All records, maps, and plans maintained by THG during construction.
- *All approved shop drawings, submittals and manufacturers' literature maintained by TH G during the construction project.*
- *A complete set of annotated project progress photographs bound chronologically and videotapes taken before and during construction.*
- *Project "As-Built" plans.*
- *Providing Final Detail Estimate and "As-Built" Cost.*
- *The original set of all inspection reports, summaries, testing documents, meeting minutes, clarifications, schedules, correspondence and other documents related to the construction work as it was being installed.*
- *Preparing Final Project Completion Report, Acceptance Form, and Final Delivery Repot.*
- *Final report of DBE utilization (if necessary).*
- *Regional Water Quality Control Board Closeout.*

TASK 9- INVOICING ASSISTANCE IN ACCORDANCE W/ CH 5 LAPM $14,839.09

The Hanna Group (Susan Fenrich) will assist the City with invoicing assistance required to obtain reimbursement for their expenditures on 11th Street East Tracy Overhead Bridge Project (local federal-aid and state funded). Payments made under the LAPM Chapter 5 provisions are for expenditures paid by the local agency prior to claiming reimbursement from the Department of Transportation (Caltrans).

This task will include assist the City to submit monthly invoices for reimbursement of participating costs (costs eligible for federal and/or state reimbursement). Amounts claimed must reflect the cost of completed work, which has been paid for. The local agency must claim all reimbursable work within 180 days of project completion or prior to the expiration date of the project agreement, whichever comes first. Towards the end of the state fiscal year (June 30), it is very important for local agencies to submit invoices timely for all incurred project costs so that accrued expenditures are properly identified on Caltrans' financial statements. Each fiscal year, the Division of Local Assistance will notify local agencies regarding projects funded from lapsing appropriations (funds that will expire/not be available for spending June 30th of that fiscal year). They will be notified of the deadline for submitting invoices for these projects.

TASKS 1 - 9 TOTAL $ 3,902,811.06

EXHIBIT "B"

INDEX

CONSULTANTS'

LIST OF PERSONNEL

CONSULTANT	EXHIBIT PAGE
THE HANNA GROUP	EXHIBIT "B-1"
RMA GROUP	EXHIBIT "B-2"
HILL INTERNATIONAL	EXHIBIT "B-3"
THUNDER MOUNTAIN ENTERPRISES	EXHIBIT "B-4"
ABE ENGINEERING	EXHIBIT "B-5"
HDR	EXHIBIT "B-6"
VSCE	EXHIBIT "B-7"

EXHIBIT "B-1"

THE HANNA GROUP

LIST OF PERSONNEL

Name	Classification
Mehrdad Varzandeh	Project Manager
Joe Reyes	Resident Engineer/ Structure Representative
Staff	Assistant Resident Engineer/ Structure Inspector
Staff	Assistant Resident Engineer/ Structure Inspector
Staff	Document Control
Staff	Labor Compliance Officer

EXHIBIT "B-2"

RMA GROUP

LIST OF PERSONNEL

Name	Classification
Jim Bishop	Project Manager
Staff	Principal Engineer
Staff	Project Engineer
Staff	Staff Engineer
Staff	Administrative
Staff	Field Technician
Staff	Lab Technician
Staff	Batch Plant Inspector
Staff	Field Supervisor

EXHIBIT "B-3"

HILL INTERNATIONAL

LIST OF PERSONNEL

Name	Classification
Staff	Civil Inspector

EXHIBIT "B-4"

THUNDER MOUNTAIN ENTERPRISES

LIST OF PERSONNEL

Name	Classification
Beth Smiley	QSD/Qualified SWPPP Practitioner

EXHIBIT "B-5"

ABE CONSTRUCTION SERVICES

LIST OF PERSONNEL

Name	Classification
Steve Abe	PE – Geotechnical / GGL Testing

EXHIBIT "B-6"

HDR

LIST OF PERSONNEL

Name	Classification
Kim Pallari	Project Advisor / QC
Staff	Project Manager
Staff	Web / Graphic Designer
Staff	Outreach Specialist

EXHIBIT "B-7"

VSCE

LIST OF PERSONNEL

Name	Classification
Staff	Senior Inspector / On-Call

EXHIBIT "C"

INDEX

CONSULTANTS'

SCHEDULE OF CHARGES

CONSULTANT	EXHIBIT PAGE
THE HANNA GROUP	EXHIBIT "C-1"
RMA GROUP	EXHIBIT "C-2"
HILL INTERNATIONAL	EXHIBIT "C-3"
THUNDER MOUNTAIN ENTERPRISES	EXHIBIT "C-4"
ABE ENGINEERING	EXHIBIT "C-5"
HDR	EXHIBIT "C-6"
VSCE	EXHIBIT "C-7"

C-1"

THE HANNA GROUP

FEE SCHEDULE

11TH STREET – EAST TRACY OVERHEAD BRIDGE REPLACEMENT PROJECT				
BILLING RATE (SCHEDULE)				
		2014	2015	2016
	Classification	Total Loaded Rate	Total Loaded Rate	Total Loaded Rate
	Project Manager (CM SUPPORT)	$208.12	$214.37	$220.80
1	Resident Engineer	$188.31	$193.96	$199.78
2	ASST /RE Structure Inspection	$130.83	$134.75	$138.79
3	ASST /RE Structure Inspection	$130.83	$134.75	$138.79
4	Document Control	$94.14	$96.97	$99.88
5	Labor Compliance Officer (Admin Support)	$125.87	$129.65	$133.54

Notes

(1): THG loaded rate includes OH Multiplier includes employees fringe benefits (workers compensation, medical insurance, vacation, sick leave etc.). home office adminstration, professional liability insurance, etc., all home office support and supplies.

(2): Direct Rate to comply with prevailing wage rate. All hours are billed in conformance to the California Labor Code and

(3): THG accounting is set up in accordance with GAAP and FAR.

(4): There is a 3% escalation cost for each year (2015-2016)

EXHIBIT "C-2"

RMA GROUP

FEE SCHEDULE

PERSONNEL RATES

Professional and Office Staff

Staff Type	Loaded Rate/Cost
Principal Engineer	$154.51 /hour
Geotechnical Engineer	$154.51 /hour
Project Engineer	$128.75 /hour
Project Manager	$128.75 /hour
Administrative	$57.99 /hour
Administrative Assistant	$47.20 /hour

Inspectors and Technicians

Staff Type	Loaded Rate/Cost
Supervising Technician	$103.02 /hour
Journeyman Group 1	$108.99 /hour
Journeyman Group 2	$103.75 /hour
Journeyman Group 3	$87.68 /hour
Journeyman Group 4	$73.98 /hour
Apprentice Period 1	$57.07 /hour
Apprentice Period 2	$62.26 /hour
Apprentice Period 3	$67.44 /hour

EXHIBIT "C-2" (Con't)

RMA GROUP

FEE SCHEDULE

Caltrans Tests

Description	Rate/Cost
CT 202 Sieve Analysis	$125.00 /each
CT 205 Percentage Crushed Particles	$125.00 /each
CT 206 Specific Gravity of Coarse Aggregate	$95.00 /each
CT 207 Specific Gravity of Fine Aggregate	$110.00 /each
CT 208 Apparent Specific Gravity of Fines	$145.00 /each
CT 209 Specific Gravity of Soils	$110.00 /each
CT 211 Abrasion, Los Angeles Rattler	$190.00 /each
CT 213 Organic Impurities in Sand	$95.00 /each
CT 214 Soundness by Sodium Sulfate	$375.00 /each
CT 216 CA Impact Max Dens - Rock Correction	$45.00 /each
CT 217 Sand Equivalent	$100.00 /each
CT 227 Cleanness Value	$225.00 /each
CT 229 Durability Index	$275.00 /each
CT 234 Angularity & Voids Fine Aggregate	$175.00 /each
CT 235 Flat and Elongated Particles	$225.00 /each
CT 301 Resistance R-Value Stabilometer	$250.00 /each
CT 303 Approximate Bitumen Ratio	$175.00 /each
CT 304/308 LTMD Kneading Compactor	$200.00 /each
CT 305 Swell of Bituminous Mixtures	$275.00 /each
CT 308 (A) Core Density Paraffin Coated	$45.00 /each
CT 308 (C) Core Density SSD	$35.00 /each
CT 308, CT 366 Stability & Density	$260.00 /each
CT 309 Maximum Theoretical Density	$175.00 /each
CT 366 Stabilometer Value	$225.00 /each
CT 370 Moisture Content by Microwave	$50.00 /each
CT 371 Tensile Strength Ratio	$900.00 /each
CT 379 Asphalt content Nuclear Gauge	$175.00 /each
CT 382 Asphalt Content, Correction Factor	$250.00 /each
CT 382 Asphalt Content by Ignition Oven	$105.00 /each
CT 417 Soluble Sulfates	$155.00 /each
CT 422 Chloride Content	$155.00 /each
CT 515 Relative Mortar Strength, PCC Sand	$525.00 /each
CT 523 Conc Flexural Strength - Beam	$95.00 /each
CT 531 Length of Drilled Concrete Cores	$65.00 /each
CT 534 Water Retention, Liq Curing Cmpnd	$110.00 /each
CT 550 Surface Abrasion of Concrete	$400.00 /each
CT 643 Resistivity and pH	$150.00 /each

Masonry Tests

Description	Rate/Cost
ASTM C140 Block Compressive Strength	$60.00 /set
ASTM C140 Block Moisture & Absorption	$75.00 /set
ASTM C426 Block Linear Shrinkage	$275.00 /set
ASTM C140 Block Unit Wt & Dimensions	$195.00 /set
ASTM C90 Masonry Block Conformance	$550.00 /set
ASTM C67 Brick Compressive Strength	$85.00 /set
ASTM C67 Brick Moisture & Absorption	$75.00 /set

Masonry Tests (cont'd)

Description	Rate/Cost
ASTM C67 Brick 5 Hour Boil	$95.00 /each
ASTM C67 Brick Modulus of Rupture	$70.00 /each
ASTM C1314 Masonry Core Cmp Str 8" max dia	$45.00 /each
ASTM C1314 Masonry Core Shear 8" max dia	$75.00 /each
ASTM E519 Assemblage Comp Str 8" Block	$80.00 /each
ASTM E519 Assemblage Comp Str 12" Block	$90.00 /each
ASTM E519 Assemblage Comp Str 16" Block	$110.00 /each
ASTM C109 Compression Test 2" Cube	$35.00 /each

Soils Tests

Description	Rate/Cost
ASTM D1883 CA Bearing Ratio of Soils	$425.00 /each
ASTM D2435 Consolidation	$250.00 /each
ASTM D2435 Consolidation, with Time Rate	$300.00 /each
ASTM D3080 Direct Shear, Consol & Drained	$190.00 /each
ASTM D4829 Expansion Index of Soils	$175.00 /each
ASTM D2166Unconfined Comp Strength	$250.00 /each
ASTM D2434 Const Head Permeability Test	$350.00 /each
ASTM D5333 Hydro-Collapse Potential	$175.00 /each
ASTM D2050 Tri-Axial Shear Strength	$350.00 /each
ASTM D422 Hydrometer Analysis	$250.00 /each
ASTM D854 Specific Gravity of Soils	$110.00 /each
ASTM 4546 Swell Potential	$160.00 /each
ASTM D4943 Shrinkage Factor by Resin	$190.00 /each
ASTM D559 Soil Cement Sample Preparation	$75.00 /each
ASTM D558 Soil Cement Maximum Density	$200.00 /each
ASTM D1633 Compression Test Soil Cement	$55.00 /each
ASTM D2937 In-Place Density, Drive Cylinder	$20.00 /each
ASTM D698 Maximum Density Std Effort	$175.00 /each
ASTM D2974 Moisture, Ash, Organic Matter	$75.00 /each
ASTM D4972 pH of Soils	$50.00 /each
ASTM D2844 R-Value & Expansion Pressures	$250.00 /each
ASTM D422 Sieve Analysis of Soils	$165.00 /each
ASTM D1140 Materials Finer than #200	$55.00 /each

Steel Tests

Description	Rate/Cost
ASTM A370 Tension & Bend - Rebar up to #11	$95.00 /each
ASTM A370 Tension & Bend - Rebar #14	$125.00 /each
ASTM A370 Tension & Bend - Rebar #18	$175.00 /each
ASTM A370 Tension Test - Structural Steel	$75.00 /each
ASTM A370 Bend Test - Structural Steel	$45.00 /each
ASTM A370 Mechanical Splice / Slip Test	$130.00 /each
ASTM A370 Control Bar	$60.00 /each
CT 52-1-08C Slip Test	$165.00 /each
ASTM E605 Spray Applied Fireproofing Density	$45.00 /each

EXHIBIT "C-2" (Con't)

RMA GROUP

FEE SCHEDULE

LABORATORY TESTS

Aggregate Tests

Description	Rate/Cost
ASTM C131 Abrasion, Los Angeles Rattler	$190.00 /each
ASTM C40 Organic Impurities in Fine Agg	$95.00 /each
ASTM D4791 Flat & Elongated Particles	$225.00 /each
ASTM D5821 Percent Fractured Particles	$125.00 /each
ASTM C123 Percent Lightweight Particles	$200.00 /each
ASTM C1252 Angularity and Voids in Fine Agg	$95.00 /each
ASTM C117 Materials Finer than No. 200	$65.00 /each
ASTM C289 Potential Alkali Silica Reaction	$350.00 /each
ASTM C88 Soundness by Sodium Sulfate	$425.00 /each
ASTM C127 Specific Gravity of Coarse Agg	$95.00 /each
ASTM C128 Specific Gravity of Fine Agg	$130.00 /each
ASTM C142 Clay and Friable Particles	$150.00/ each
AASHTO T304 Angularity and Voids in Fine Agg	$95.00 / each

Asphalt Tests

Description	Rate/Cost
ASTM D2726 Core Density (SSD)	$40.00 /each
ASTM D1188 Core Density Parafilm Coated	$50.00 /each
ASTM D6926 Lab Max Density Marshall Method	$225.00 /each
ASTM D6927 Marshall Stability and Flow	$290.00 /each
ASTM D1561 LTMD Kneading Compactor	$205.00 /each
ASTM D1560 Hveem Stability	$225.00 /each
ASTM D1560 Hveem Stability and Density	$260.00 /each
ASTM D2041 Maximum Theoretical Density	$175.00 /each
ASTM D6307 Asphalt Content by Ignition	$105.00 /each
ASTM D6307 Ignition Oven Calibration	$295.00 /each
ASTM D2172 Asphalt Content by Solvents	$200.00 /each
ASTM D4125 Asphalt Content by Nuclear Gauge	$175.00 /each
ASTM D 5444 Gradation of Extracted Aggregate	$150.00 /each
ASTM D244 Emulsion Residue, Evaporation	$145.00 /each
ASTM D244 Emulsion Sieve Analysis	$90.00 /each
ASTM D3910 Wet Tract Abrasion	$200.00 /each
AASHTO T283 Tensile Strength Ratio	$800.00 /each

Concrete Tests

Description	Rate/Cost
Mix Design Review – Calculations Only	$300.00 /each
ASTM C495 Lightweight Concrete Strength	$45.00 /each
ASTM C78 Flexural Strength - Beam	$95.00 /each
ASTM C39 Gunite Cyl Compression Test	$35.00 /each
ASTM C1140 Shotcrete Panel Test	$250.00 /each
ASTM C649 Concrete Modulus of Elasticity	$225.00 /each
ASTM C157 Linear Shrinkage (Set of 3)	$395.00 /each
ASTM C138 Unit Weight of Concrete	$55.00 /each
ASTM C496 Splitting Tensile Test	$90.00 /each
AASHTO T 336 Coefficient of Thermal Expansion	$350.00 /each

EXPLORATORY AND FIELD TESTING EQUIPMENT

Description	Rate/Cost
Dutch Cone Penetrometer with Operator	$185.00 /hour
Hollow Stem Auger Drill Rig with Operator	$225.00 /hour
Portable Drilling Equipment with Operator	$250.00 /hour
Bucket Auger Drill Rig with Operator	$325.00 /hour
Air Rotary Drill Rig with Operator	$325.00 /hour
Rotary Wash Drill Rig with Operator	$325.00 /hour
Diamond Bit Core Rig and Generator	$250.00 /day
Field Truck with Equipment	$40.00 /day
Nuclear Density Test Gage	$25.00 /day
Hand Held Turbity Meter	$25.00 /day
Ultrasonic Test Unit	$25.00 /day
Magnetic Particle Test Unit	$15.00 /day
Skidmore	$30.00 /day
Schmidt Hammer	$20.00 /day
Torque Wrench	$20.00 /day
Proof Load Testing Equipment	$45.00 /day
Slab Moisture Test Kit	$50.00 /each
Profilograph with Data Recorder	$500.00 /day
pH Meter	$10.00/day

EXHIBIT "C-3"

HILL INTERNATIONAL

FEE SCHEDULE

Billing Classification	Billing Rates 2015	Billing Rates 2016
Civil Inspector	$125.49	$129.26
Safety Inspector	$153.15	$157.74

*Overtime rates may apply in conformance with prevailing wage requirements

EXHIBIT "C-4"

THUNDER MOUNTAIN ENTERPRISES

FEE SCHEDULE

Billing Classification	Billing Rates 2015	Billing Rates 2016
QSD/QSP	$125.00	$128.75

EXHIBIT "C-5"

ABE CONSTRUCTION SERVICES

FEE SCHEDULE

DESCRIPTION	RATE / UNIT	
GGL or CSL Equipment Rental / Logging Charge (42" Piles)	$160.00	/log
GGL or CSL Equipment Rental / Logging Charge (96" Piles)	$220.00	/log
Minimum daily GGL charge regardless of logs performed	$1,000.00	/day
Weekend or holiday premium charge	$400.00	/day
Standby charge at site if piles not accessable for logging	$200.00	/hr
REPORT / ANALYSIS/ ENGINEERING / ADMIN. CHARGES		
GGLTest Report submittals	$600.00	/ each
CSLTest Report submittals	$800.00	/ each
TRAVEL / MOB EXPENSES		
Equipment Mobilization/vehicle/ travel costs	$300.00	/trip
Overnight charge for consecutive field days out of town	$150.00	/day

Notes & Terms:

a) At least 7 days notice; the job may then be postponed with 24 hrs notice if necessary without charges. If we receive less than 7 days notice, additional mobilization expenses may be negotiated.

b) Standby charge of $200/ hr will be charged if engineer must wait for access to piles for testing

c) Working conditions for our engineer which conform with OSHA requirements AND SAFE ACCESS TO PILES This quote is valid for 90 days.

d) All PVC inspection tubes **must** be BLOWN DRY PRIOR TO TESTING AND SOUNDED WITH A DUMMY PROBE TO ENSURE THE TUBES ARE CLEAR AND STRAIGHT. THE DUMMY PROBE MUST BE A 60-INCH LONG BY 1.25-INCH PIECE OF STEEL PIPE AND PASS FREELY FROM TOP TO BOTTOM OF EACH TUBE.

EXHIBIT "C-6"

HDR

FEE SCHEDULE

Billing Classification	Billing Rates 2015	Billing Rates 2016
Project Advisor / QC	$210.00	$216.30
Project Manager	$133.00	$136.99
Web/Graphic Designer	$60.00	$61.80
Outreach Specialist	$80.00	$82.40

EXHIBIT "C-7"

VSCE

FEE SCHEDULE

Billing Classification	Billing Rates 2015	Billing Rates 2016
On-Call Inspector	$155.50	$160.17

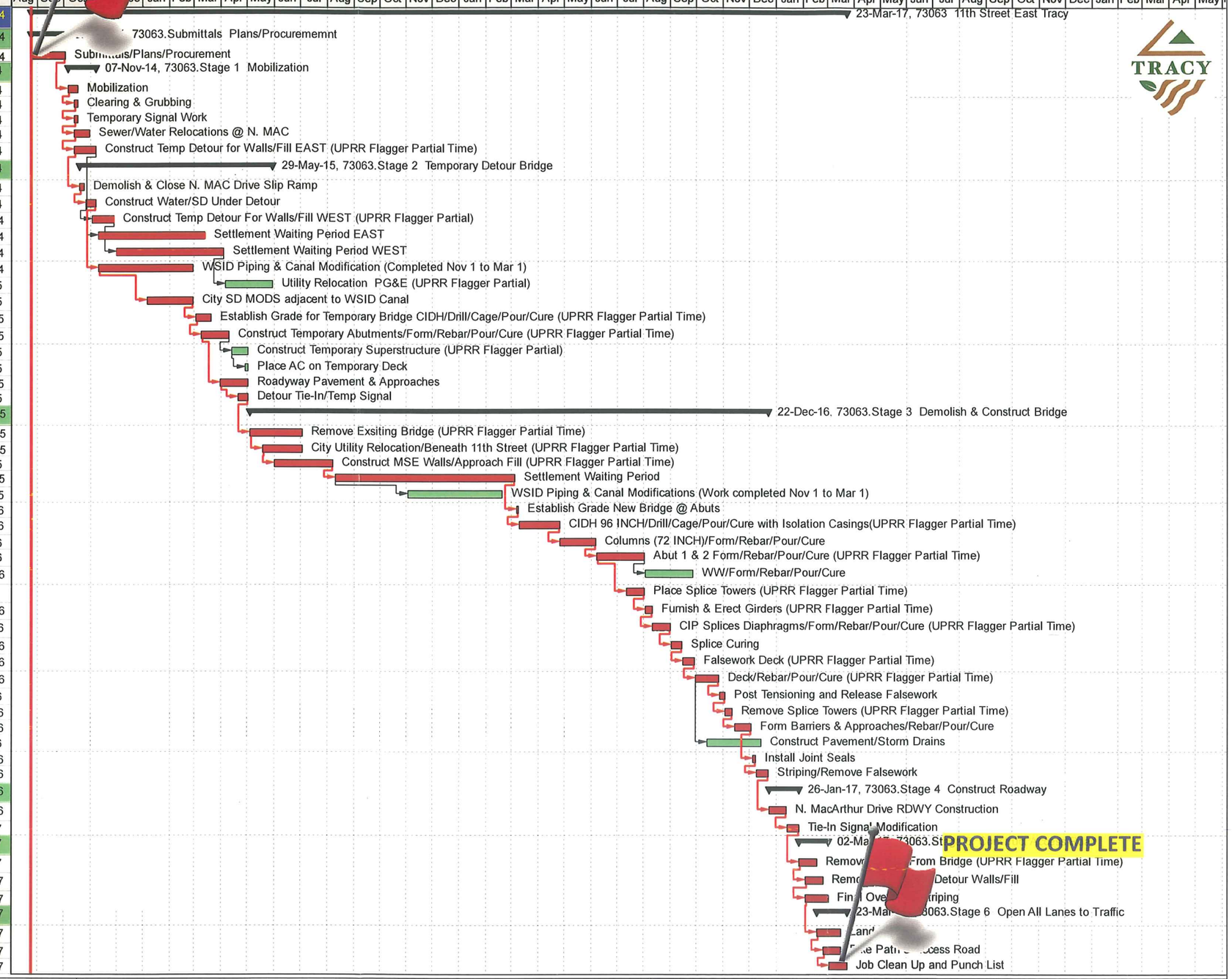
*Overtime rates may apply in conformance with prevailing wage requirements

11th Street East Tracy

PROJECT START Classic Schedule Layout

28-Aug-14 09:52

Activity ID	Activity Name	Original	Finish	Start
73063 11th Street East Tracy		674	23-Mar-17	25-Aug-14
73063.Submittals Plans/Procureme		30	03-Oct-14	25-Aug-14
A1000	Submittals/Plans/Procurement	30	03-Oct-14	25-Aug-14
73063.Stage 1 Mobilization		25	07-Nov-14	06-Oct-14
A1010	Mobilization	10	17-Oct-14	06-Oct-14
A1020	Clearing & Grubbing	5	17-Oct-14	13-Oct-14
A1030	Temporary Signal Work	5	17-Oct-14	13-Oct-14
A1040	Sewer/Water Relocations @ N. MAC	15	31-Oct-14	13-Oct-14
A1050	Construct Temp Detour for Walls/Fill EAST	20	07-Nov-14	13-Oct-14
73063.Stage 2 Temporary Detour Br		160	29-May-15	20-Oct-14
A1060	Demolish & Close N. MAC Drive Slip Ramp	5	24-Oct-14	20-Oct-14
A1070	Construct Water/SD Under Detour	10	07-Nov-14	27-Oct-14
A1080	Construct Temp Detour For Walls/Fill WES	20	28-Nov-14	03-Nov-14
A1090	Settlement Waiting Period EAST	90	13-Mar-15	10-Nov-14
A1100	Settlement Waiting Period WEST	90	03-Apr-15	01-Dec-14
A1110	WSID Piping & Canal Modification (Compl	80	27-Feb-15	10-Nov-14
A1120	Utility Relocation PG&E (UPRR Flagger P	40	29-May-15	06-Apr-15
A1130	City SD MODS adjacent to WSID Canal	40	27-Feb-15	05-Jan-15
A1140	Establish Grade for Temporary Bridge CIDH	15	20-Mar-15	02-Mar-15
A1150	Construct Temporary Abutments/Form/Reb	25	10-Apr-15	09-Mar-15
A1160	Construct Temporary Superstructure (UPRF	15	01-May-15	13-Apr-15
A1170	Place AC on Temporary Deck	3	01-May-15	29-Apr-15
A1180	Roadyway Pavement & Approaches	25	01-May-15	30-Mar-15
A1190	Detour Tie-In/Temp Signal	10	01-May-15	20-Apr-15
73063.Stage 3 Demolish & Construc		429	22-Dec-16	04-May-15
A1200	Remove Exsiting Bridge (UPRR Flagger Pa	45	03-Jul-15	04-May-15
A1205	City Utility Relocation/Beneath 11th Street	35	03-Jul-15	18-May-15
A1210	Construct MSE Walls/Approach Fill (UPRR	50	07-Aug-15	01-Jun-15
A1220	Settlement Waiting Period	150	04-Mar-16	10-Aug-15
A1230	WSID Piping & Canal Modifications (Work	80	19-Feb-16	02-Nov-15
A1240	Establish Grade New Bridge @ Abuts	3	09-Mar-16	07-Mar-16
A1250	CIDH 96 INCH/Drill/Cage/Pour/Cure with Is	33	25-Apr-16	10-Mar-16
A1255	Columns (72 INCH)/Form/Rebar/Pour/Cure	30	06-Jun-16	26-Apr-16
A1260	Abut 1 & 2 Form/Rebar/Pour/Cure (UPRR	40	01-Aug-16	07-Jun-16
A1262	WW/Form/Rebar/Pour/Cure	40	26-Sep-16	02-Aug-16
A1270	Place Splice Towers (UPRR Flagger Partial	15	01-Aug-16	12-Jul-16
A1280	Furnish & Erect Girders (UPRR Flagger Pa	7	10-Aug-16	02-Aug-16
A1290	CIP Splices Diaphragms/Form/Rebar/Pour/	15	31-Aug-16	11-Aug-16
A1300	Splice Curing	10	14-Sep-16	01-Sep-16
A1310	Falsework Deck (UPRR Flagger Partial Tim	10	28-Sep-16	15-Sep-16
A1320	Deck/Rebar/Pour/Cure (UPRR Flagger Parl	20	26-Oct-16	29-Sep-16
A1330	Post Tensioning and Release Falsework	5	02-Nov-16	27-Oct-16
A1350	Remove Splice Towers (UPRR Flagger Par	7	11-Nov-16	03-Nov-16
A1360	Form Barriers & Approaches/Rebar/Pour/Cı	15	02-Dec-16	14-Nov-16
A1370	Construct Pavement/Storm Drains	45	14-Dec-16	13-Oct-16
A1380	Install Joint Seals	4	08-Dec-16	05-Dec-16
A1390	Striping/Remove Falsework	10	22-Dec-16	09-Dec-16
73063.Stage 4 Construct Roadway		25	26-Jan-17	23-Dec-16
A1400	N. MacArthur Drive RDWY Construction	15	12-Jan-17	23-Dec-16
A1410	Tie-In Signal Modification	10	26-Jan-17	13-Jan-17
73063.Stage 5 Construct Access Ro		25	02-Mar-17	27-Jan-17
A1420	Remove Detour From Bridge (UPRR Flagg	15	16-Feb-17	27-Jan-17
A1430	Remove Temporary Detour Walls/Fill	15	23-Feb-17	03-Feb-17
A1440	Final Overlay & Striping	20	02-Mar-17	03-Feb-17
73063.Stage 6 Open All Lanes to Tra		25	23-Mar-17	17-Feb-17
A1450	Landscaping	20	16-Mar-17	17-Feb-17
A1460	Bike Path & Access Road	15	16-Mar-17	24-Feb-17
A1470	Job Clean Up and Punch List	15	23-Mar-17	03-Mar-17



Actual Level of Effort | Remaining Work | Milestone
Actual Work | Critical Remaining Work | summary

11TH STREET EAST TRACY OVERHEAD BRIDGE REPLACEMENT

Preliminary baseline shown includes anticipated additional days for inclement weather, other agency coordination, UPRR review and delays. Schedule reduction activities such concurrent work will achioeve the specified 540 working days

11TH STREET – EAST TRACY OVERHEAD BRIDGE REPLACEMENT PROJECT

KEY PERSONNEL EFFORT BY HOURS PER MONTH

Classification	Task 1: Preconstruction				Task 2-4: Construction Services																						Assumed 24 Months Const Dur
Year	2014				2015												2016										TOT 24 months
Month	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	
Project Manager (CM SUPPORT)			20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	480
Resident Engineer			80	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	80	3856
ASST /RE Structure Inspection			80	80	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	80	3768
ASST /RE Structure Inspection			80	80	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	80	3768
Document Control			80	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	80	3856
Labor Compliance Officer (Admin Support)					28	28	28	28	28	28	28	20	20	28	20	20	28	20	20	28	28	28	28	20	20	28	552
SUB-TOTAL PERSONNEL			340	516	720	720	720	720	720	720	720	712	712	720	712	712	720	712	712	720	720	720	720	712	712	368	16280
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	

Notes

(1): The Manhours was based on the assumption that the Contractor will work 8 hour days- (Estimated construction November 2014- October 2016)

(2): City will be billed only for hours worked.

(3): THG will work with City regarding level of staffing to meet budget requirements.

(4): Used 168 hours per month. Assumed work level of 5 days/week, 8 hours/day with no overtime.

(5): Contract time may be extended by weather or unforeseen delays that arise during construction. Cost proposal may need to be reviewed should this occur.

(6): Actual staff utilization dependent on the approval of the City Project Manager

CITY OF TRACY
AMENDMENT NO. 5 TO
PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN PROFESSIONALS FOR
11TH STREET – EAST TRACY OVERHEAD BRIDGE#29C-0126
CIP 73063
FEDERAL PROJECT NO. BHLS-5192(020)

This Amendment No. 5 (hereinafter "Amendment") to the Professional Services Agreement for project management, project study report, Environmental Analysis and preparation of design alternatives, for the 11th Street – East Tracy Overhead Bridge is made and entered into by and between the City of Tracy, a municipal corporation (hereinafter "City"), and Drake Haglan & Associates, Inc., a California Corporation (Hereinafter "Consultant").

RECITALS

A. The City and Consultant entered into a Professional Services Agreement for project management, project study report, Environmental Analysis and preparation of design alternatives, for the 11th Street – East Tracy Overhead Bridge (hereinafter "Agreement"), CIP 73063 which was approved by the City Council on October 20, 2009, pursuant to Resolution No. 2009-184.

B. On May 10, 2011, pursuant to Resolution No. 2009-184, the Development and Engineering Services Director executed Amendment No. 1 to Agreement to provide additional services.

C. On November 20, 2012, pursuant to Resolution No. 2012-231, the Development Services Director executed Amendment No. 2 to the Agreement to provide additional services.

D. On December 3, 2013, pursuant to Resolution No. 2013-185, the City Manager executed Amendment 3 to the Agreement to provide additional services.

E. On October 7, 2014, pursuant to Resolution No. 2014-169, the City Manager executed Amendment 4 to the Agreement to provide additional services.

F. At the request of the City and in compliance with the terms of the Agreement, on November 20, 2014, Consultant submitted a proposal to perform required additional services related to design support services during construction as described in this Amendment 5 to the referenced Professional Service Agreement. In December 2014 after negotiations between City and Consultant, the parties have reached an agreement for the performance of the additional services during construction in accordance with the terms set forth in this Amendment.

H. On January 20, 2015, pursuant to Resolution No. 2015-____, the Mayor has authorization to execute this Amendment.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

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

2. **Terms of Amendment.**
   The following language shall be added as sub-item 2.6 to Paragraph 2 of the Agreement.

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

   The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: **Dennis M. Haglan.** Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," of the Agreement, nor shall Consultant use any subcontractors or subConsultants, without the prior written consent of the City.

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

   > In addition, for services performed by Consultant in accordance with Amendment No. 5, City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "B," of the Agreement incorporated herein by reference. Consultant's fee for this Amendment No. 5 is Not to Exceed NINE HUNDRED SEVENTY EIGHT THOUSAND, THREE HUNDRED FORTEEN ($978,314). Consultant's billing rates shall cover all costs and expenses of every kind and nature for Consultant's performance of this Amendment No. 5 to the Agreement as outlined in Exhibit "A". No work shall be performed by Consultant in excess of the Not To Exceed amount without the prior written approval of the City. Compensation for the extra services to be done by the Consultant under this Amendment No. 5 shall be as described in Exhibit "A".

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

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

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

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

CITY OF TRACY

By: _____
Michael Maciel
Title: Mayor
Date: _____

Attest:

By: _____
Carol Fleischmann
Title: Interim City Clerk
Date: _____

Approved as to form

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

CONSULTANT
Drake Haglan and Associates, Inc.

By: _____
Dennis M. Haglan
Title: President
Date: _____

Federal Tax ID _____

By: _____
Craig C. Drake
Title: Chief Financial Officer
Date: _____

CITY OF TRACY
AMENDMENT NO. 5 TO
PROFESSIONAL SERVICES AGREEMET
FOR GESIGN PROFESSIONALS FOR
11TH STREET EAST TRACY OVERHEAD BRIDGE #29C-0126
CIP 73053
FEDERAL PROJECT NO. BHLS-5192(020)

EXHIBIT A
Scope of services

Task 19 Construction Support - DHA

Subtask 19.1 Resident Engineer's (RE) Pending File and Construction Cross Sections **$36,307.00**

- DHA will prepare a RE Pending File which will contain the joint movement rating calculations, the final foundation report, quantity summary sheets, as-built plans, and 1"=4' deck contour plots (4-scales).
- DHA will prepare construction cross sections at a typical interval of 50'.

Subtask 19.2 Advertisement Preparation **$92,161.33**

- DHA will prepare a Risk Level 1 Storm Water Pollution Prevention Plan (SWPPP). DHA will revise the plans, specifications and estimate to accommodate the additional constructability review comments from the Hanna Group. DHA will prepare an encroachment permit submittal to San Joaquin County, including responses to the County's initial plan review comments. DHA will modify the project plans and specifications based on review comments that the City has on the draft 100% submittal. DHA will coordinate and attend meetings as needed with PG&E and AT&T for the relocation work that the utility agencies are performing prior to the start of the bridge replacement project construction.

Subtask 19.2 Bid Support **$59,422.07**

- DHA will answer questions from prospective bidders, assist the City in preparation of addenda to the PS&E during the advertisement period, and provide consultation and interpretation of the construction documents. It also includes attending the pre-construction meeting.

Subtask 19.3 Engineering Support during Construction **$501,944.88**

- DHA will respond to contractor's inquiries through Resident Engineer's request. DHA will review change orders requested by the City or Resident

Engineer. DHA will issue revised plans as necessary or requested, suitable for reference in Contract Change Orders. In addition, DHA will make field visits to the construction site as requested by the Resident Engineer. The field visits will include discussions with the Resident Engineer to answer questions regarding the ongoing construction activities. Up to twenty (20) field visits are included in this scope.

- DHA will review the following contractor submittals:
  - Temporary Detour Bridge Shop Drawings and Calculations
  - MSE Wall Shop Drawings and Calculations
  - Precast Girder Shop Drawings
  - Post-Tensioning Shop Drawings

  It is assumed the Construction Management group retained by the City will provide review of the other submittals such as those for the splice towers and bridge removal.

<u>Subtask 19.4 Environmental Construction Support Services</u> **$29,789.05**

- Pre-construction Agency Coordination - DHA will submit a Request for coverage form C to the San Joaquin Council of Governments (SJCOG) at 555 E. Weber Avenue, Stockton, CA 95202 prior to construction. Prior to ground disturbance, DHA Environmental staff will arrange with SJCOG for a SJCOG biologist to conduct a pre-construction survey on the property regarding Incidental Take Minimization Measures and habitat. DHA will coordinate the mitigation fee amount to be paid into the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) (mitigation fee to be paid by the City of Tracy).

- Preconstruction Surveys – A DHA Biologist will conduct preconstruction surveys for Swainson's hawk, burrowing owl, and California horned lark, and other nesting birds (this is separate from the required SJCOG survey). DHA Biologist will summarize results of the surveys in a report and provide to SJCOG and California Department of Fish and Wildlife (CDFW).

- Environmental Awareness Training - Prior to ground disturbing activity, a DHA Engineering Biologist will facilitate up to four worker awareness training sessions for contractor staff, educating them on species and sensitive natural resources present on the project site.

- Post project agency closeout – DHA will provide a Notice of Completion letter to SJCOG no later than 30 days after notification by the City's CM of project completion. Dokken Engineering will notify CDFW 14 days following project completion including a Final Compliance and Project Report.

<u>Subtask 19.5 Record Drawings</u> **$33,737.51**

- DHA will take the Resident Engineer's notes on the contract plans at the end of construction and prepare As-Built record drawings in digital and hard copy format for the project to be submitted to the City.

Task 20 Construction Support - Dokken **$11,594.00**

- Traffic Signal and Lighting Construction Support Services

  - Construction Bidding Phase - Dokken Engineering will provide bid document interpretation for signal and street/bridge lighting bid items as requested by DHA. All clarifications or corrective action will be coordinated through DHA, who will coordinate with the City. Should corrective action be needed, it will be prepared in the addendum format for review by DHA and issuance by the City.

  - Construction Support Phase - If requested, Dokken Engineering shall attend the pre-construction meeting with the successful construction contractor. During construction, Dokken Engineering shall respond to Requests for Information related to signal and street/bridge lighting as requested by DHA and review shop drawings and list of electrical materials submitted by the construction contractor. Dokken Engineering will be available to visit to the job site for on-site review of construction and other visits to the job site, as requested, to resolve any discrepancies in the contract documents. Dokken Engineering will issue revised plans as necessary or requested, suitable for reference in Contract Change Orders.

  - Record Drawings - If provided record information by the City's Construction Manager, Dokken Engineering shall prepare and deliver to DHA and the City, Record Drawings (As-built plans) for signal and street/bridge lighting plans. Plans will be delivered electronically and on bond paper. Mylar copies are not included, but can be provided at cost if requested.

Task 21 Construction Support - Parikh **$55,584.00**

- Review of Contractor Submittals

  - Parikh Consultants will review geotechnical related contractor submittals such as work plans for CIDH construction procedures, shop drawings and calculations for the MSE walls.

- Observation of Installation of CIDH Piles
  - Parikh Consultants will provide on-site full-time observation of CIDH piles for both temporary detour structure and permanent structure. This includes observing the drilling of the piles, observing the materials encountered, contractor's overall installation process, and providing input as required. This is critical construction operation and requires specialized expertise since most of the piles are expected to be drilled using the temporary casing or slurry displacement method. Generally, all piles should be observed in this manner by the Geotechnical Engineer or qualified inspector. Observation of earthwork, such as MSE wall backfill and compaction, is not included in our scope of work. It is assumed that earthwork inspection and related testing will be performed by others, or under separate work authorization.
- Review of CIDH Pile Test Results
  - Parikh Consultants will review the Gamma Gamma Logging (GGL) and/or Crosshole Sonic Logging (CSL) integrity test results after the completion of the CIDH piles, and possible support for the anomaly mitigation plans for the CIDH piles as required.
- Settlement Monitoring Advice
  - Parikh Consultants will provide geotechnical advice to the designer and the owner regarding the settlement monitoring and review of the monitoring data.
- Geotechnical Related RFIs
  - Parikh Consultants will provide responses to geotechnical related RFIs.
- Project Meetings
  - Parikh Consultants will attend up to two (2) meetings in Tracy as requested.

Task 22 Construction Support – Schack **$29,180.00**

- Bid Support
  - Schack will respond to and assist in answering questions from prospective bidders, assist in the preparation of addenda to the PS&E,

and provide consultation and interpretation of the construction documents related to the project sewer, water, landscape and landscape irrigation. Schack & Company will attend the pre-construction meeting.

- Design Support During Construction
  - Schack & Company will attend up to four (4) progress meetings during construction, as requested by the City, to discuss construction progress, problems or issues, and other matters associated with the project sewer, water, landscape and landscape irrigation design and specifications. Schack will assist in the review of contractor change order requests and assist in any redesign efforts leading up to change order preparation for the construction contract. Schack will provide technical assistance, answer questions, review and respond to submittals, shop drawings and schedules required to be submitted by the construction documents for conformance with the design plans and specifications relating to the sewer, water, landscape and landscape irrigation design and specifications.

- Record Drawings
  - Schack & Company will prepare Record (As-built) Drawings of the final sewer, water, landscape and landscape irrigation improvements. These record drawings will be prepared in AutoCAD electronic format and will be preparing using the marked up set of as-constructed drawings.
- Construction Staking Services for Relocation of AT&T Underground Conduit
  - Schack & Company will provide construction staking services to relocate AT&T underground conduit at or near the southeast corner of the MacArthur Drive and 11th Street Intersection. This includes meetings, discussions and coordination with DHA, AT&T, the AT&T contractor and city staff.

Task 23 Additional Services **$128,594.02**

- This task covers additional services requested by the City. DHA will be required to obtain written notice to proceed from the City of Tracy prior to performing any work under this task.

Total of Tasks 19 through 23 = $978,314.00

RESOLUTION 2015-_____

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HANNA ENGINEERING, INC., OF RANCHO CORDOVA, CALIFORNIA, FOR CONSTRUCTION MANAGEMENT AND RESIDENT ENGINEER SERVICES FOR THE ELEVENTH STREET – EAST TRACY OVERHEAD, BRIDGE #29C-0126 - CIP 73063, FEDERAL PROJECT NO. BHLS-5192(020), AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, The Eleventh Street Overhead Bridge Replacement Project is currently in the final phases of design, and

WHEREAS, Caltrans has approved and released construction funds including funds for Construction Management and Resident Engineer services, and

WHEREAS, Due to the specialized nature and complexity of the construction work, and the need to comply with Federal requirements, it is essential that resident engineer and construction management be performed by an experienced firm under the supervision of City staff, and

WHEREAS, Staff solicited Requests for Proposals from qualified consultants, posted this request on the City's web site, and received a total of eleven proposals, and

WHEREAS, Hanna Engineering, Inc., of Rancho Cordova, California, was determined to be the most qualified firm to provide services for this project, and

WHEREAS, Staff negotiated with Hanna Engineering, to provide all the services necessary for this project on a time and material basis for a not to exceed amount of $3,881,793.53, and

WHEREAS, There will be no impact to the General fund. A total of $5.7 million is allocated by Caltrans under CIP 73063, for construction management and resident engineer services;

NOW, THEREFORE, BE IT RESOLVED That City Council approves a Professional Services Agreement with Hanna Engineering, Inc., of Rancho Cordova, California, on a time and material basis, for a not to exceed amount of $3,881,793.53, to provide Construction Management and Resident engineering services, for the Eleventh Street – East Tracy Overhead, Bridge Number 29C0126 - CIP 73063, Federal Project # BHLS 5192 (020), and authorizes the Mayor to execute the agreement.

* * * * * * * * * *

The foregoing Resolution 2015-_____ was adopted by the Tracy City Council on the 3rd day of February 2015, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

RESOLUTION 2015-_____

APPROVING AMENDMENT 5 TO THE PROFESSIONAL SERVICES AGREEMENT (PSA) WITH DRAKE HAGLAN AND ASSOCIATES OF SACRAMENTO, CALIFORNIA, FOR DESIGN SUPPORT SERVICES DURING CONSTRUCTION FOR THE ELEVENTH STREET – EAST TRACY OVERHEAD BRIDGE #29C-0126 – CIP 73063, FEDERAL PROJECT NO. BHLS-5192(020), AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, In 2008, CalTrans approved replacement of the existing Eleventh Street East Tracy Overhead Bridge #29C0126, and

WHEREAS, The City acquired the services of Drake Haglan and Associates in 2009 to complete the project environmental document, design and PSE, and

WHEREAS, The scope of work of the consultant was increased through Amendment 1, 2, 3 and 4 to include value analysis of the project along with various alternate alignments of the project required by Caltrans, including completion of detour design, and utility relocation, and

WHEREAS, As part of the Federal authorization MAP-21, the Federal Highway Administration (FHWA) recently issued new guidelines and added the Eleventh Street Bridge to the National Highway System (NHS), and

WHEREAS, Due to the complexity of this project, it is necessary to retain the services of a design consultant to provide design support services during the entire construction period, and

WHEREAS, Per the City's request, the consultant submitted a proposal to provide design support services for a not to exceed amount of $978,314 on a time and material basis, and

WHEREAS, There is no impact to the General Fund. The cost of this amendment has been secured from the bridge replacement grant from Caltrans;

NOW, THEREFORE, BE IT RESOLVED, That City Council approves Amendment 5 to the Professional Services Agreement (PSA) with Drake Haglan and Associates of Sacramento, California, to provide design support services for the Eleventh Street – East Tracy Overhead Bridge – CIP 73063, Federal Project # BHLS-5192(020) for a not to exceed amount of $978,314, and authorizes the Mayor to execute Amendment 5.

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

The foregoing Resolution 2015-_____ was adopted by the Tracy City Council on the 3rd day of February 2015, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

February 3, 2015

AGENDA ITEM 1.C

REQUEST

APPROVE AN EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT (ENRA) BY AND BETWEEN THE CITY OF TRACY AND BECKER COMMERCIAL PROPERTIES FOR CITY-OWNED PROPERTY LOCATED AT THE SOUTHWEST CORNER OF NAGLEE ROAD AND PAVILION PARKWAY (APN 212-290-39), AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT

EXECUTIVE SUMMARY

The City of Tracy is the owner of a 2.78-acre property located near the southwest corner of Naglee Road and Pavilion Parkway, currently in use as a Park and Ride Lot. Becker Commercial Properties, a California Corporation, has been marketing this site under an existing ENRA and is interested in continuing their effort. Staff recommends that City Council approve a new Exclusive Negotiating Rights Agreement (ENRA) with Becker Commercial Properties (DEVELOPER) for the subject property and provide the parameters for good faith negotiations for a period of six months.

DISCUSSION

The City of Tracy (CITY) owns a 2.78-acre property located near the southwest corner of Naglee Road and Pavilion Parkway, which has been in use as Tracy Park and Ride (SITE) since the completed project was accepted by Council Resolution 2000-157 on April 18, 2000. The City of Tracy approached the Developer with an interest in developing the Site for a restaurant or retail use, and on April 5, 2014, the City entered into an ENRA with the Developer. As progress was moving forward on securing a desired tenant(s), the City elected to extend the ENRA on September 29, 2014 for an additional four months pursuant to the terms of the ENRA. This extension expires on February 5, 2015. The Developer has continued to actively market this Site under the ENRA.

In October 2013, the City sought input on what specific retailers, restaurants, and entertainment uses were most highly desired by the residents of Tracy and distributed the 2013 Retail Survey. Residents were able to communicate their desires by completing a hard-copy paper survey, which was included in residents' utility bills and available at each service counter in the Finance Department. Residents could also complete an online survey, for which a link to the survey was posted to the City's website and on the City's Facebook page. Nearly 1,300 residents completed the survey and the results were shared with the Developer for use in recruitment efforts. Negotiations with restaurant tenants identified as highly desirable by City residents has progressed favorably for the City. As a result of the their continued efforts to attract restaurants desired by the Tracy community, the Developer has received Letters of Interest (LOI) from two restaurants, both of which rank in the top 10 of desired restaurants as indicated by the results of the 2013 Retail Survey. As the national economy begins to recover, staff believes renewing the ENRA with the Developer will allow for a sufficient negotiation period.

This Developer also recently marketed another site under an ENRA, which has successfully led to a Purchase and Sale Agreement for an El Pollo Loco restaurant on the property next to the Texas Roadhouse Restaurant. This restaurant ranked as the number 13th most highly desired restaurant by Tracy residents through the results of the 2013 Retail Survey.

The attached ENRA has been prepared to provide the parameters for a six month negotiating period. During that time, if the Developer is successful in obtaining a signed LOI from a tenant(s) that is acceptable to the City, then a Purchase Agreement will be prepared for City Council consideration. The Agreement does provide a provision for a four month extension period should the Developer make sufficient progress in negotiating an LOI or lease agreement with a desired tenant(s).

Staff continues to be in discussions with representatives from San Joaquin Council of Governments (SJCOG) regarding the relocation of the existing Park and Ride Lot to a neighboring property. Potential Park and Ride relocation sites include the current and/or expanded Park and Ride spaces at the Tracy Outlet Center, the estimated 120 spaces south of the Tracy Transit Station, or other private parking interest from retail areas in the I-205 Specific Plan Area. Before escrow closes on the site, staff will conduct outreach to the community relative to parking alternatives. While staff has a few tenants interested in a portion of the project site, escrow would not close until development review approval is completed for each project. In other words, there would be adequate time for sufficient outreach.

STRATEGIC PLAN

This agenda item supports Goal 2, Objective 2a of the Economic Development Strategic Plan by focusing recruitment efforts on retailers and restaurants that meet the desires of the Tracy community.

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

Staff recommends that the City Council approve, by resolution, an Exclusive Negotiating Rights Agreement by and between the City of Tracy and Becker Commercial Properties and authorize the Mayor to sign the Agreement.

Prepared by: Barbara Harb, Management Analyst
Reviewed by: Andrew Malik, Development Services Director
Maria A. Hurtado, Assistant City Manager
Approved by: Troy Brown, City Manager

ATTACHMENTS:

Attachment A: Exclusive Negotiating Rights Agreement with Becker Commercial Properties

EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT
(APN's 212-290-39)

This Exclusive Negotiating Rights Agreement (the "Agreement") is entered into as of _____, 2015 by and between the City of Tracy (the "City"), a California Municipal Corporation, and Becker Commercial Properties, a California corporation (the "Developer"), with reference to the following facts:

Recitals

A. The City of Tracy (the "City") is the owner of real property located at the southwest corner of Naglee Roand and Pavilion Parkway (APN 212-290-39) in the City of Tracy, as indicated in Exhibit A (the "Site"); and

B. Becker Commercial Properties (the "Developer") has proposed the development of commercial projects for the parcel (the "Projects") on the Site; and

C. The purpose of this Agreement is to establish procedures and standards for the negotiation by the City and the Developer of a Purchase Agreement for disposition the Site. As more fully set forth in Section 4.1, this Agreement in itself does not obligate the City to convey the Site or any portion thereof to the Developer, nor does it grant the Developer the right to redevelop the Projects.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

ARTICLE 1
EXCLUSIVE NEGOTIATING RIGHT

Section 1.1 Good Faith Negotiations. The City and the Developer shall negotiate diligently and in good faith, during the Negotiating Period described in Section 1.2, the terms of a Purchase Agreement(s) for the disposition of the Site. During the Negotiating Period, the parties shall use good faith efforts to accomplish the respective tasks outlined in Article 3 to facilitate the negotiation of a mutually satisfactory Purchase Agreement(s).

Among the issues to be addressed in the negotiations are land disposition and method and land price for the Site, physical and land title conditions of the Site, the

development schedule for the Projects, financing of Project development, use of the Projects, marketing and management of the Projects, design and aesthetic considerations of the Projects, and the provision of public improvements related to the Projects.

Section 1.2 Negotiating Period. The negotiating period under this Agreement (the "Negotiating Period") shall commence as of the date of this Agreement and terminate one hundred eighty (180) calendar days from the date of this Agreement. The Negotiating Period may be extended on the City's behalf for an additional one hundred twenty (120) day period(s) by written notice to the Developer from the City Development Services Director, if in the City Development Services Director's judgment the Developer has made sufficient progress in meeting the requirements of Section 3.2.

If a Purchase Agreement has not been executed by the City and Developer by the expiration of the Negotiating Period, then this Agreement shall terminate and neither Party shall have any further rights or obligations under this Agreement except as set forth in Section 4.5. If a Purchase Agreement is executed by the City and Developer, then upon such execution this Agreement shall terminate, and all rights and obligations of the Parties shall be as set forth in the executed Purchase Agreement(s). In the event that a Purchase Agreement is executed for only one of the Sites, the remaining Site shall continue to be included as part of this Agreement until the end of the Negotiating Period.

Section 1.3 Exclusive Negotiations. Subject to Section 4.14, during the Negotiating Period the City shall not negotiate with any entity, other than the Developer, regarding development of the Site or any portion thereof, or solicit or entertain bids or proposals to do so. This provision shall not preclude the City from providing copies of documents or information related to the Site in response to a request under the California Public Records Act or other applicable statutory provisions.

ARTICLE 2
THE DEVELOPER

Section 2.1 Identification of Developer Representatives. The Developer, its address, and its authorized representatives to negotiate the Purchase Agreement(s) with the City are as follows:

Becker Commercial Properties
P.O. Box 590
Wilton, CA 95693

Representatives: Jon Becker, President

Section 2.2 Development Entity. The Developer shall make full disclosure to the City of all information pertinent to the ownership, control, and financial ability of the

development entity that is proposed to serve as developer under the Purchase Agreement(s).

ARTICLE 3
NEGOTIATION/PRE-CONSTRUCTION TASKS

Section 3.1 Overview. During the Negotiating Period, the parties shall use reasonable good faith efforts to accomplish the pre-construction tasks set forth in this Article 3 and to accomplish the negotiation of a mutually acceptable Purchase Agreement(s). To facilitate negotiation of the Purchase Agreement(s), the parties shall use reasonable good faith efforts to accomplish the tasks set forth in this Article 3 in a timeframe that will support achievement of these goals.

Section 3.2 Letter of Intent; Lease as Condition to Conveyance. The Developer intends to enter into a long term lease of the Site with a tenant(s) who will operate a business(es) in the Project. During the Negotiating Period, the Developer shall make good faith efforts to enter into a letter of intent for the long-term lease of the Site with a tenant(s) who will operate the Projects (the "Letter of Intent"). The tenant(s) entering into the Letter of Intent with Developer shall have demonstrated experience in operating well-maintained and successful business establishments similar to the business that will be operated on the prospective Site (the "Tenant(s)"). An executed Letter of Intent, with terms that are consistent with this Agreement and with a tenant that is acceptable to the City, shall be a condition precedent to the City entering into any Purchase Agreement(s) with Developer. The City and Developer agree that any Purchase Agreement(s) will require the Developer to enter into a lease with a Tenant(s), and satisfy or waive any and all contingencies contained therein concurrent with Developer's acquisition of the Site from the City.

Section 3.3 Reports. The Developer shall provide the City with copies of all reports, studies, analyses, and similar documents, prepared or commissioned by the Developer with respect to this Agreement, the Site and the Projects, promptly upon their completion. The City shall provide the Developer with copies of all reports, studies, analyses, and similar documents prepared or commissioned by the City or within the City's possession or control with respect to this Agreement, the Site and the Projects, promptly upon their completion; provided; however, that in no event shall the City be obligated to provide Developer with documentation or materials that are subject to attorney- client privilege or otherwise confidential. The Developer acknowledges that the City will need sufficient, detailed information about the proposed Projects to make informed decisions about the content and approval of the Purchase Agreement. Nothing in this Section 3.3 obligates the City to undertake any studies or analyses.

Section 3.4 Planning Approvals. The Developer acknowledges that the Projects requires approvals and entitlements from the City (the "Planning Approvals"). During the Negotiating Period, the Developer may submit Site plans and designs for the Projects and architectural designs for all buildings within the Projects to the City and the

appropriate City departments for their informal review. The Developer understands that a formal application for the Planning Approvals would not occur until after the execution of a Purchase Agreement, and that such application for and issuance of the Planning Approvals will be a pre-disposition condition under any Purchase Agreement, in addition to other pre-disposition conditions.

Section 3.5 Environmental Review. The Developer shall prepare at its sole cost, and submit to the City such plans, specifications, drawings, and other information, as specified by the City, that are reasonably necessary to perform the environmental review process required by CEQA for the Projects, and the Developer shall prepare, at its sole cost, all environmental documentation required by CEQA. The City shall assist and cooperate with the Developer in the Developer's compliance with this Section 3.5.

Section 3.6 Utilities. The Developer shall consult with the utility companies serving the area of Site to determine if existing utility facilities require expansion, relocation or underground installation in connection with development of the Projects. The City shall assist and cooperate with the Developer in such consultations.

Section 3.7 Purchase Price for the Site. The City and the Developer shall seek to agree upon the purchase price for the Site.

Section 3.8 Financial Ability. Prior to the execution of a Purchase Agreement, the Developer shall provide the City with proper documentation to indicate the Developer's financial ability to complete the Projects.

Section 3.9 Progress Reports. Upon reasonable notice, as from time to time requested by the City, the Developer shall make oral or written progress reports advising the City on studies being made and matters being evaluated by the Developer with respect to this Agreement and the Projects.

ARTICLE 4
GENERAL PROVISIONS

Section 4.1 Limitation on Effect of Agreement. This Agreement (and any extension of the Negotiating Period) shall not obligate either the City or the Developer to enter into a Purchase Agreement or to enter into any particular Purchase Agreement. By execution of this Agreement, the City is not committing itself to or agreeing to undertake disposition or exercise of control over any Site or any portion of the Site. By execution of this Agreement, the City is not committing itself to or agreeing to finance any portion of the Site or Projects. Execution of this Agreement by the City is merely an agreement to conduct a period of negotiations in accordance with the terms hereof, reserving for subsequent City Council action the final discretion and approval regarding the execution of a Purchase Agreement and all proceedings and decisions in connection therewith. Any Purchase Agreement resulting from negotiations pursuant to this Agreement shall become effective only if and after such Purchase Agreement has

been considered and approved by the City Council of the City, following conduct of all legally required procedures, including without limitation, all required environmental review processes and all other applicable governmental approvals, and executed by duly authorized representatives of the City and the Developer. Until and unless a Purchase Agreement is signed by the Developer, approved by the City Council, no agreement drafts, actions, deliverables, or communications arising from the performance of this Agreement shall impose any legally binding obligation on either party to enter into or support entering into a Purchase Agreement or be used as evidence of any oral or implied agreement by either party to enter into any other legally binding document. As such, the City retains absolute discretion before action on a Purchase Agreement by the City Council (if required by law) to (i) subject to the agreement of the parties, make such modifications to the Purchase Agreement and Projects as may be necessary to mitigate significant environmental impacts or as may otherwise be necessary or appropriate, (ii) select other feasible alternatives to avoid significant environmental impacts, (iii) balance the benefits against any significant environmental impacts prior to taking final action if such significant impacts cannot otherwise be avoided or (iv) determine not to proceed with the Projects.

Section 4.2 Notices. Formal notices, demands and communications between the City and the Developer shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, postage prepaid, return receipt requested, or sent by express delivery or overnight courier service, with signature required, to the office of the parties shown as follows, or such other address as the parties may designate in writing from time to time:

City: Development Services Department of the
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
Attn: Development Services Director

Developer: Becker Commercial Properties
PO Box 590
Wilton, CA 95693
Attn: Jon Becker, President

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

Section 4.3 Waiver of Lis Pendens. It is expressly understood and agreed by the parties that no lis pendens shall be filed against the Site, or any portion of the Site, with respect to this Agreement or any dispute or act arising from it.

Section 4.4 Costs and Expenses. Each party shall be responsible for its owns costs and expenses in connection with any activities and negotiations undertaken in

connection with this Agreement, and the performance of each party's obligations under this Agreement.

Section 4.5 No Commissions. The City shall not be liable for any real estate commissions or brokerage fees that may arise from this Agreement or any Purchase Agreement that may result from this Agreement. The City represents that it has engaged no broker, agent, or finder in connection with this transaction, and the Developer shall defend and hold the City harmless from any claims by any broker, agent, or finder retained by the Developer.

Section 4.6 Default and Remedies.

(a) Default. Failure by either party to negotiate in good faith as provided in this Agreement shall constitute an event of default hereunder. The non-defaulting party shall give written notice of a default to the defaulting party, specifying the nature of the default and the required action to cure the default. If a default remains uncured thirty (30) days after receipt by the defaulting party of such notice, the non-defaulting party may exercise the remedies set forth in subsection (b).

(b) Remedies. In the event of an uncured default by the City, the Developer's sole remedy shall be to terminate this Agreement. Following such termination, neither party shall have any further right, remedy, or obligation under this Agreement; provided, however, that the Developer's obligation to turn over work pursuant to Section 3.3, and the Developer's indemnification obligation pursuant to Section 4.5 shall survive such termination.

In the event of an uncured default by Developer, the City's sole remedy shall be to terminate this Agreement. Following such termination, neither party shall have any right, remedy, or obligation under this Agreement; provided, however, that the Developer's obligation to turn over work pursuant to Section 3.3, and the Developer's indemnification obligation pursuant to Section 4.5 survive such termination.

Except as expressly provided above, neither party shall have any liability to the other for damages or otherwise for any default, nor shall either party have any other claims with respect to performance under this Agreement. Each party specifically waives and releases any such rights or claims they may otherwise have at law or in equity.

Section 4.7 Assignment. The Developer may not transfer or assign any or all of its rights or obligations hereunder except with the prior written consent of the City, which consent shall be granted or withheld in the City's sole discretion, and any such attempted transfer or assignment without the prior written consent of the City shall be void. The City hereby consents to the Developer's assignment of this Agreement to a California limited liability company that is wholly owned and controlled by Developer.

The City also consents to the Developer's assignment of this Agreement to a California limited liability company in which Developer wholly controls the limited liability company and is the managing member of such limited liability company; provided that any transfer of control to another member of such limited liability company must be approved in advance by the City. Any assignment of this Agreement shall not be valid unless the assignee expressly assumes Developer's rights and obligations under this Agreement pursuant to an assignment agreement approved in advance by the City.

Section 4.8 No Third Party Beneficiaries. This Agreement is made and entered into solely for the benefit of the City and the Developer and no other person shall have any right of action under or by reason of this Agreement.

Section 4.9 Attorneys' Fees. The prevailing party in any action to enforce this Agreement shall be entitled to recover attorneys' fees and costs from the other party.

Section 4.10 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in San Joaquin County, California.

Section 4.11 Entire Agreement. This Agreement constitutes the entire agreement of the parties regarding the subject matters of this Agreement.

Section 4.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

Section 4.13 Authority to Execute: The undersigned represent and warrant they are each duly authorized to execute this Agreement on behalf of the respective party and to take the actions necessary to perform hereunder without the need to seek further authorization from the entity each represents.

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

WHEREFORE, the parties have executed this Agreement on or as of the date first above written.

CITY:

By: _____
Michael Maciel
Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Daniel G. Sodergren
City Attorney

DEVELOPER:

Becker Commercial Properties, a California Corporation

By: Jonathan P. Becker

Title: President

Date: 1/7/15

RESOLUTION 2015- _____

APPROVING AN EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT BY AND BETWEEN THE CITY OF TRACY AND BECKER COMMERCIAL PROPERTIES FOR THE CITY-OWNED PROPERTY LOCATED AT THE SOUTH WEST CORNER OF NAGLEE ROAD AND PAVILION PARKWAY, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

WHEREAS**,** The City of Tracy owns 2.78-acre property located near the south west corner of Naglee Road and Pavilion Parkway, further described as APN 212-290-39 (the "Site"), and

WHEREAS, The City is interested in pursuing the development of the Site for a restaurant or retail user, and

WHEREAS, Becker Commercial Properties (the "Developer") has approached the City and indicated a desire to market the Site to an appropriate tenant(s), and

WHEREAS, The City and the Developer desire to enter into an Exclusive Negotiating Rights Agreement (the "Agreement") to negotiate in good faith terms to a Purchase Agreement;

NOW, THEREFORE, BE IT RESOLVED, that City Council hereby approves an Exclusive Negotiating Rights Agreement by and between the City of Tracy and Becker Commercial Properties, and authorizes the Mayor to sign the agreement.

* * * * * * * * * *

The foregoing Resolution 2015-_____ was adopted by the Tracy City Council on the 3rd day of February, 2015, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

February 3, 2015

AGENDA ITEM 1.D

REQUEST

ACCEPTANCE OF THE FIRE STATIONS 92 AND 96 PROJECT - CIPs 71062 AND 71061, COMPLETED BY DIEDE CONSTRUCTION INC. OF WOODBRIDGE, CALIFORNIA, AUTHORIZATION FOR THE CITY CLERK TO FILE THE NOTICE OF COMPLETION, AND AUTHORIZATION FOR THE CITY ENGINEER TO RELEASE THE BONDS AND RETENTION PAYMENT

EXECUTIVE SUMMARY

The contractor has completed construction of Fire Stations 92 and 96, in accordance with project plans, specifications, and contract documents. Project costs are within the available budget. Staff recommends Council accept the project to enable the City to release the contractor's bonds and retention.

DISCUSSION

On November 20, 2012, City Council awarded a construction contract to Diede Construction Inc., of Woodbridge, California, for the Fire Stations 92 and 96 Project – CIPs 71062 and 71061, in the amount of $ 4,919,000.

The scope of work for this project included construction of two single story Fire Stations with identical floor plans, each totaling 5,136 square feet in floor area and two apparatus bays. Each fire station has three bedrooms, two full bathrooms, dining and day room, kitchen, watch room, exercise room, shop, turnout storage room, compressor, electrical and mechanical room. Fire Station construction is comprised of cement plaster and tile on the exterior, composite shingle roof, with backup power generators, mechanical, electrical systems, and an automatic fire sprinkler system.

Plans and specifications for Fire Stations 92 and 96 were prepared by Shah Kawasaki Architects, of Oakland, California.

Four change orders were issued in the net amount of $111,158.78 for this project which consisted of deletion of front improvements of Grant Line Road including the Sewer Lift Station which was constructed as part of the Grant Line Road widening Project CIP 73048, installation of packaged diesel fueling station at Fire Station 96, installation of underground refrigerant piping, installation of additional irrigation and landscaping, modification to the restroom plumbing to comply with recent ADA requirements and miscellaneous unforeseen items encountered during construction. The approved contingency amount for the project was $737,000 and the construction change orders were limited to $111,158.78, only.

Status of budget and project costs is as follows:

A. Construction Contract Amount	$4,919,000.00
B. Change orders	$ 111,158.78
C. Design, construction management, inspection, Testing, & miscellaneous expenses	$1,223,150.22
D. Project Management Charges	$ 305,831.00
E. Land Acquisition	$ 283,518.00
F. Equipment	$ 90,785.00
Total Project Costs	$6,933,433.00
Budgeted Amount	$8,155,000.00

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

STRATEGIC PLAN

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

FISCAL IMPACT

Fire Station 92 - CIP 71062, and Fire Station 96 - CIP 71061, are approved Capital Improvement Projects with sufficient funding from general project Fund F301 and the I-205 Specific Plan Fund 353 respectively. All remaining unused funds in the amount of $1,221,537 have already been returned as part of the FY14-15 appropriation to the fund balances as follows:

Fire Station 92 – General Fund 301 - $583,994
Fire Station 96 – I-205 Specific Plan Fund 353 - $637,563

RECOMMENDATION

That City Council, by resolution, accept construction of the Fire Stations 92 and 96 Project – CIPs 71062 and 71061, completed by Diede Construction Inc., of Woodbridge, California and authorize the City Clerk to record the Notice of Completion with the San Joaquin County Recorder. The City Engineer, in accordance with the terms of the construction contract, will release the bonds and retention payment.

Prepared by: Paul Verma, Senior Civil Engineer

Reviewed by: Kuldeep Sharma, Utilities Director/Interim City Engineer
Andrew Malik, Development Services Director
Maria A. Hurtado, Assistant City Manager

Approved by: Troy Brown, City Manager

RESOLUTION 2015- _____

ACCEPTING THE FIRE STATIONS 92 AND 96 PROJECT - CIPs 71062 AND 71061, COMPLETED BY DIEDE CONSTRUCTION INC., OF WOODBRIDGE, CALIFORNIA, AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION, AND AUTHORIZING THE CITY ENGINEER TO RELEASE THE BONDS AND RETENTION PAYMENT

WHEREAS, On November 20, 2012, City Council awarded a construction contract to Diede Construction Inc., of Woodbridge, California, for the Fire Stations 92 and 96 Project – CIPs 71062 and 71061, in the amount of $ 4,919,000, and

WHEREAS, The contractor has completed construction of Fire Stations 92 and 96, in accordance with project plans, specifications, and contract documents, and

WHEREAS, Project costs are within the available budget, and

WHEREAS, Four change orders were received in the amount of $111,158.78, and

WHEREAS, Status of budget and project costs are estimated to be as follows:

A. Construction Contract Amount	$4,919,000.00
B. Change Orders	$ 111,158.78
C. Design, Construction Management, Inspection, Testing, & Miscellaneous Expenses	$1,223,150.22
D. Project Management Charges	$ 305,831.00
E. Land Acquisition	$ 283,518.00
F. Equipment	$ 90,785.00
Total Project Costs	$6,933,433.00
Budgeted Amount	$8,155,000.00

WHEREAS, Fire Station 92 - CIP 71062, and Fire Station 96 - CIP 71061, are approved Capital Improvement Projects with sufficient funding and there will be no fiscal impact to the General Fund, and

WHEREAS, All remaining unused funds in the amount of $1,221,537 have been returned as part of the FY14-15 appropriation to the fund balances as follows:

Fire Station 92 – General Fund 301 - $583,994
Fire Station 96 - I-205 Specific Plan Fund 353 - $637,563;

NOW, THEREFORE BE IT RESOLVED, That City Council accepts construction of the Fire Stations 92 and 96 Project – CIPs 71062 and 71061, completed by Diede Construction Inc., of Woodbridge, California and authorizes the City Clerk to record the Notice of Completion with the San Joaquin County Recorder. The City Engineer, in accordance with the terms of the construction contract, will release the bonds and retention payment.

* * * * * * * * * *

The foregoing Resolution 2015-_____ was passed and adopted by the Tracy City Council on the 3rd day of February, 2015, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

February 3, 2015

AGENDA ITEM 1.E

REQUEST

APPROVE AN OFFSITE IMPROVEMENT AGREEMENT FOR THE CORDES RANCH STORM RECYCLED WATER PIPELINES ON SCHULTE ROAD AND MOUNTAIN HOUSE PARKWAY AND ASSOCIATED IMPROVEMENTS FOR THE CROSSROADS BUILDING 1 PROJECT AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE AGREEMENT

EXECUTIVE SUMMARY

Approval of the Offsite Improvement Agreement will allow Prologis LP, a Delaware limited partnership (Developer), to proceed with the installation of recycled water pipelines and associated improvement on Schulte Road and Mountain House Parkway as part of the Crossroads Business Center within the Cordes Ranch Business Park.

DISCUSSION

The Development Services Director has approved the Development Review application for the construction of an industrial facility known as the Cordes Ranch - Crossroads Building 1 (also known as Crossroads Business Center) which will be located at the northeast corner of Old Schulte Road and Mountain House Parkway.

Approval of Crossroads Building 1 was subject to complete construction of certain infrastructure improvements. The Developer was required to install recycled water pipelines (purple pipe) for irrigation purposes, as part of the roadway improvements along the frontage of Crossroads Building 1 on Schulte Road and Mountain House Parkway. These recycled water pipelines will be connected to main recycled water pipes when installed in the future. Since the Developer is constructing the frontage street improvement on Mountain House Parkway and Schulte Road, it is prudent that recycled water pipes within the streets be completed along with the street improvements.

The Developer has completed the design of the recycled water pipelines with the roadway improvements on Schulte Road and Mountain House Parkway, and has submitted the Improvement Plans, Specifications and Cost Estimates (PSE). City staff has reviewed the PSE and found them to be complete. The Developer has executed the Offsite Improvement Agreement and submitted the required security to guarantee completion of the recycled water improvements. The Offsite Improvement Agreement and Improvement Plans are on file with the City Engineer and are available for review upon request.

Upon completion of all improvements, the City will accept the improvements for maintenance and will accept all offers of dedication of public right-of-way at that time.

FISCAL IMPACT

There will be no fiscal impact to the General Fund. The Developer will pay for the cost of engineering inspection and processing the agreement.

STRATEGIC PLAN

This agenda item is consistent with the City Council's Economic Development Strategy, to ensure physical infrastructure necessary for development are constructed.

RECOMMENDATION

That City Council, by resolution, approve the Offsite Improvement Agreement for Cordes Ranch Recycled Water Pipelines on Schulte Road and Mountain House Parkway for Crossroads Building 1, and authorize the Mayor to execute the Offsite Improvement Agreement.

Prepared by: Criseldo Mina, P. E., Senior Civil Engineer

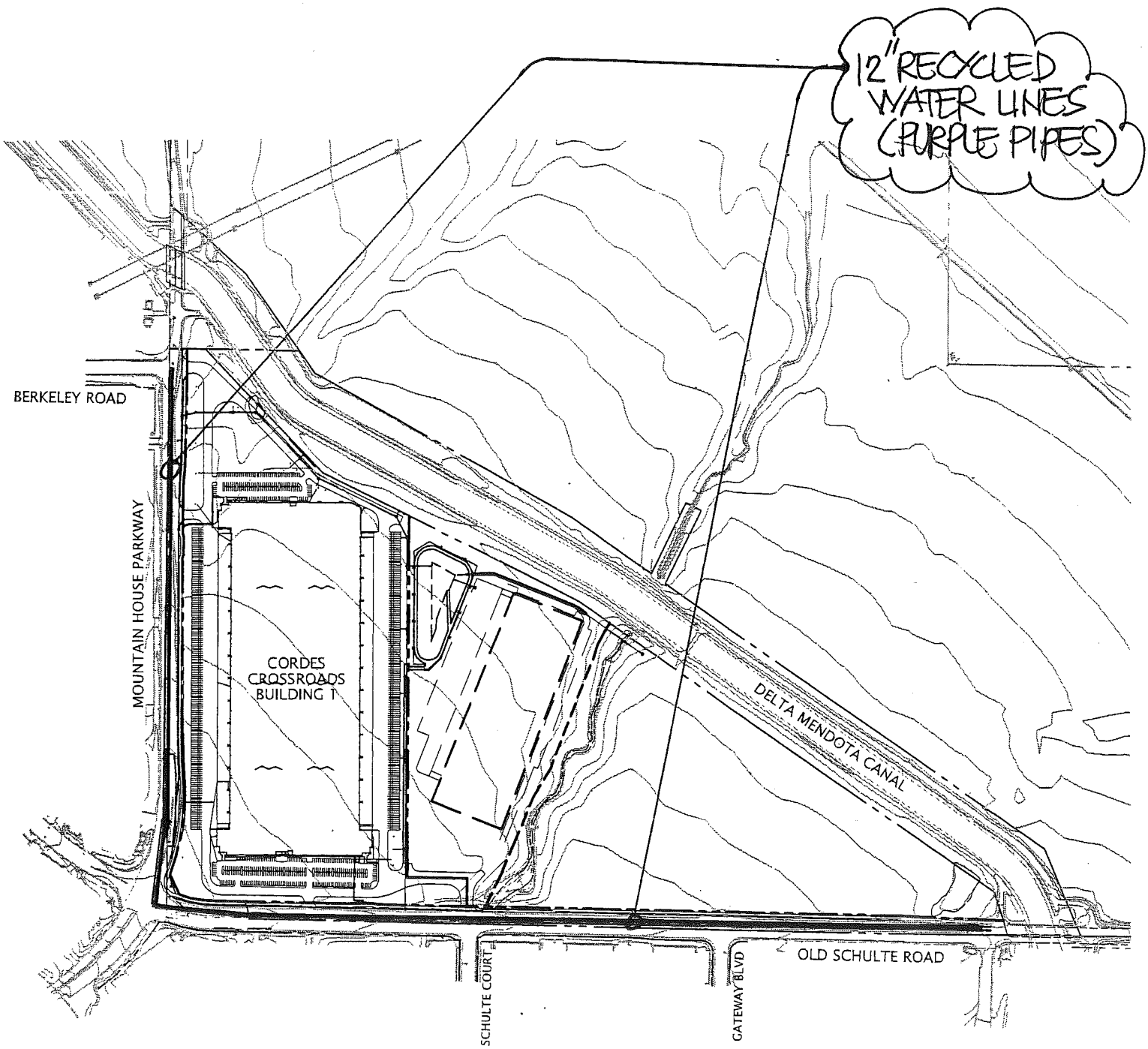
Reviewed by: Kuldeep Sharma, Utilities Director/Interim City Engineer
Andrew Malik, Development Services Director
Maria A. Hurtado, Assistant City Manager

Approved by: Troy Brown, City Manager

ATTACHMENTS

Exhibit A – Location Map
Exhibit B – Offsite Improvement Agreement Cordes Ranch

EXHIBIT A



LOCATION MAP

NOT TO SCALE

CITY OF TRACY
OFFSITE IMPROVEMENT AGREEMENT
CORDES RANCH – RECYCLED WATER ON OLD SCHULTE ROAD AND MOUNTAIN HOUSE PARKWAY FOR CROSSROADS BUILDING 1

This **OFFSITE IMPROVEMENT AGREEMENT FOR CORDES RANCH - RECYCLED WATER ON OLD SCHULTE ROAD AND MOUNTAIN HOUSE PARKWAY FOR CROSSROADS BUILDING 1** ("***Agreement***") is made and entered into by and between the **CITY OF TRACY**, a municipal corporation ("***City***") and **PROLOGIS, L. P.**, a Delaware limited partnership ("***Developer***").

RECITALS

A. Developer is the legal owner of approximately one thousand two hundred and forty two (1,242) acres of real property, as shown and more particularly described in attached Exhibit A ("***Property***").

B. The Property is within the Cordes Ranch Specific Plan Area, which consists of approximately one thousand seven hundred and eighty (1,780) acres ("***Specific Plan Area***"). The Cordes Ranch Specific Plan ("***Specific Plan***") is intended to create a state-of-the-art commerce and business park within the Specific Plan Area by establishing land use, zoning and development standards and regulations to provide for the phased development of approximately thirty one (31) million square feet of general commercial, general office and business park industrial uses, related on- and off-site infrastructure, and passive and active use open space areas, trails, joint use park/detention facilities, and other related improvements, as described more fully therein ("***Project***").

C. On September 3, 2013, the Tracy City Council ("***City Council***") adopted the Specific Plan and approved related land use entitlements to enable the Project to proceed. In connection therewith, the City Council approved that certain *Development Agreement By and Between the City of Tracy and Prologis, L.P.* (the indirect parent of Developer) ("***Development Agreement***").

D. In accordance with the Development Agreement, the Specific Plan, and the Citywide Water System Master Plan ("***Master Plan***"), Developer has submitted, and City has approved, those certain improvement plans and specifications relating to the construction of the Cordes Ranch – Recycled Water on Old Schulte Road and Mountain House Parkway and associated improvements (collectively, "***Building 1 Recycled Water***" or "***Work***"). The Work is described more fully in C4.1 through C4.4 (4 sheets) and C5.1 through C5.3 (3 sheets) of the improvement plans entitled "Cordes Ranch – Phase 1C Roadway Improvements for Crossroads Building 1" prepared by Kier & Wright Engineers of Livermore, California ("***Plans and Specifications***"). The Plans and Specifications are on file with the City Engineer, and they are incorporated herein by reference.

E. The Plans and Specifications have been prepared on behalf of Developer and City, and approved by the City Engineer, which describe in more detail the Work required in this Agreement.

F. Since the Work, as described above and in the Plans and Specifications, has not been completed, Developer has requested to execute this Agreement as authorized by Government Code Section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF WORK. Developer shall perform, or cause to be performed, the Work, to the satisfaction of the City Engineer, pursuant to Section 4 of the Development Agreement. The Work shall be performed, and all materials and labor shall be provided, at Developer's expense, in the manner described in the Plans and Specifications, subject to fee reconciliation provisions set forth in Section 6 of the Development Agreement. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer, such approval not to be unreasonably withheld. Developer may submit a written request to the City Engineer for a change in the scope of Work, as required by Tracy Municipal Code Section 12.36.060(f). Any portion(s) of the Work that are within City's right(s)-of-way and/or easement(s) are to be performed by the Developer in accordance with the requirements of the State prevailing wage laws, in the event and to the extent applicable.

2. DEVELOPER'S AUTHORIZED REPRESENTATIVE. At all times during the progress of the Work, Developer shall have a competent foreman or superintendent ("***Authorized Representative***") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. Exhibit B attached hereto includes the initial contact information referenced herein.

3. LOCATION OF PERFORMANCE. Developer shall perform the Work at the locations and grades shown on the Plans and Specifications or as otherwise approved by the City Engineer. Subject to Section 3.8 of the Development Agreement, in the event and to the extent required for the Work, Developer shall acquire all easements and/or rights-of-way necessary for the performance of the Work, at Developer's expense, subject to fee reconciliation provisions set forth in Section 6 of the Development Agreement.

4. IMPROVEMENT SECURITY. Concurrently with the execution of this Agreement, and prior to the commencement of any Work, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act (including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:

4.1. Faithful Performance security in the amount of **$1,297,814** to secure faithful performance of this Agreement (until the date when the City Council accepts the Work as complete) pursuant to Government Code Section 66499.1, 66499.4, and 66499.9.

4.2 Labor and Material security in the amount of **$1,297,814** to secure payment by Developer to laborers and materialmen (until the date when any and all claims in connection with the Work are required to be made by laborers and materialmen in accordance with applicable laws) pursuant to Government Code Sections 66499.2, 66499.3, 66499.4, and 66499.7(b).

4.3 Warranty security in the amount of **$129,781** to secure faithful performance of this Agreement (from the date when the City Council accepts the Work as complete until one (1) year thereafter) pursuant to Government Code Section 66499.1, 66499.4, and 66499.9.

5. INSURANCE. Concurrently with the execution of this Agreement, and prior to the commencement of any Work, Developer shall furnish evidence to City that all of the following insurance requirements have been satisfied by Developer or its general contractor responsible for the Work.

5.1. General. Developer shall, throughout the duration of this Agreement, maintain or cause to be maintained insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services for the Work covered by this Agreement at the minimum levels set forth herein.

5.2. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) coverage shall be maintained in an amount not less than Three Million Dollars ($3,000,000) general aggregate and One Million Dollars ($1,000,000) per occurrence for general liability, bodily injury, personal injury, and property damage.

5.3. Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") coverage shall be maintained in an amount not less than One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

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

5.5. Endorsements. Developer shall ensure the automobile and commercial general liability provide the following provisions:

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

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

5.6. Notice of Cancellation. Developer shall obtain endorsements to all insurance policies by which each insurer is required to provide thirty (30) days' prior written notice to City should the policy be canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

5.7. Authorized Insurers. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8. Insurance Certificate. Developer shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form reasonably satisfactory to the City Attorney.

5.9. Substitute Certificates. No later than five (5) calendar days prior to the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

5.10. Developer's Obligation. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any of its obligations hereunder (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary or desirable.

6. PERMITS, LICENSES AND COMPLIANCE WITH LAW. Developer shall, at its expense, obtain and maintain all necessary permits, approvals and licenses for performance of the Work, subject to City's cooperation pursuant to Sections 3.4 and 3.5 of the Development Agreement. In its performance of the Work, Developer shall comply with all applicable local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

7. TIME OF PERFORMANCE. Time is of the essence in the performance of the Work, and Developer shall with diligence and in good faith adhere to the timing requirements set forth herein unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to City, in writing, no later than ten (10) days after the start of the condition that purportedly caused the delay, and not later than the date on which performance is due.

7.1. Commencement of Work. No later than fifteen (15) days prior to the commencement of the Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence the Work. Developer shall not commence the Work until after the notice required by this Section 7.1 is provided, and Developer shall not commence Work prior to the date specified in said written notice.

7.2. Schedule of Work. Concurrently with the written notice of commencement of Work, Developer shall provide City with a written estimated schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

7.3. Completion of Work. Developer shall complete all Work by no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of work pursuant to Section 7.1 above, subject to extension for force majeure.

8. INSPECTION BY CITY. In order to permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation. City inspections of the Work shall be conducted in accordance with Section 4 of the Development Agreement.

9. INSPECTION, OTHER FEES AND PROGRAM FEE CREDITS. All fees due to City in connection with the Work shall be paid in accordance with the Development Agreement. Accordingly, concurrently with the execution of this Agreement, and prior to the commencement of any Work, Developer shall pay City the applicable Program Soft Costs (as that term is defined in the Development Agreement) in accordance with Section 5.1(b) of the Development Agreement.

10. DEFAULT.

10.1. Notice of Default. Subject to compliance with Sections 4.4(a) and (b) of the Development Agreement, in the event that Developer is in default of this Agreement, as defined in this Section 10, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

10.2. Material Breach. Developer shall be in default of this Agreement if Developer fails to perform one or more material requirements of this Agreement, and fails to cure any such non-performance pursuant to Section 10.3, below.

10.3. Cure of Default. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted

to its completion, City may, in its discretion, take any or all of the following actions:

10.3.1. Cure the default in accordance with Section 4.4(b) of the Development Agreement.

10.3.2. Demand that Developer complete performance of the Work.

10.3.3. Demand that Developer's surety (if any) complete performance of the Work.

11. REPAIR OF ANY DAMAGE. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

12. ACCEPTANCE OF WORK. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Work site.

13. WARRANTY PERIOD. Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one (1) year after acceptance of the Work by the City Council. In the event that (during said one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default and shall cure such default as required hereunder.

14. EXPIRATION OR PARTIAL RELEASE OF LETTER OF CREDIT. The parties acknowledge and agree that prior to the effective date of this Agreement, Developer previously provided City with a letter of credit ("***Letter of Credit***") in the amount of Three Million Three Hundred Thirty Four Thousand Four Hundred and Sixty Two Dollars ($3,334,462) to secure fee credits received as a result of Developer's election to construct the Work and other identified improvements. Immediately upon City's execution of this Agreement, City shall release said Letter of Credit for the amount of Five Hundred Ten Thousand Two Hundred and Ten Dollars ($510,210) ("***Secured Amount***"), which equates to the amount of the fee credits received as a result of Developer's election to construct the Work as it relates to Building 1. Notwithstanding anything to the contrary in this Section 14, if, in connection with other non-Work improvements, City has either (a) partially drawn on said Letter of Credit, or (b) partially released amount(s) covered by said Letter of Credit, such that the Secured Amount is the only funding that remains covered thereunder, then immediately upon City's execution of this Agreement, said Letter of Credit shall expire and City shall promptly return the original, wet-inked Letter of Credit to

Developer or the issuing bank (as applicable) in accordance with the terms of the Letter of Credit.

15. INDEPENDENT CONTRACTOR STATUS. Developer is an independent contractor, and the parties agree that City shall have no responsibility for any acts of Developer's employees, agents, representatives, contractors or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of City as an agent, or to bind City to any obligation whatsoever, unless City provides prior written authorization to Developer.

16. OWNERSHIP OF WORK. All original documents prepared by Developer for this Agreement shall be given to City upon City's acceptance of the Work; provided, however, ownership of said documents shall be determined in accordance with applicable laws.

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

18. INDEMNIFICATION. Consistent with the security provisions contained herein, Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting in the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees until such time as the City Council accepts the Work, and City becomes responsible for the maintenance, operation and repair of the Work, at which time the indemnification obligations under this Section 18 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, this termination shall not affect Developer's warranty obligations set forth in Section 13, above.

19. ASSIGNMENT AND DELEGATION. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of City, which shall not be unreasonably withheld, delayed or denied. Any attempt to assign or delegate this Agreement without City's written consent shall be void and of no force and effect. Consent by City to one assignment shall not be deemed to be consent to any subsequent assignment.

20. NOTICES.

    20.1. Notice in Writing. All notices, demands, or other communications that this Agreement contemplates, authorizes or requires shall be in writing and shall be personally delivered or mailed to the respective party as follows:

City: City of Tracy
Attn: City Engineer
333 Civic Center Plaza
Tracy, CA 95376

Copy to: City Attorney's Office
Attn: City Attorney
333 Civic Center Plaza
Tracy, CA 95376

Prologis: Prologis L.P.
Attn: Dan Letter
Pier 1, Bay 1
San Francisco, CA 94111
Tel: (415) 733-9973
Fax: (415) 733-2171

Copy to: Miller Starr Regalia
Attn: Nadia Costa
1331 North California Blvd., 5th Floor
Walnut Creek, CA 94596
Tel: 925.935.9400
Fax: 925.933.4126

Copy to: Prologis L.P.
Attn: General Counsel
4545 Airport Way
Denver, CO 80239
Tel: 303.567.5000
Fax: 303.567.5903

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

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

22. WAIVERS. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

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

24. JURISDICTION AND VENUE. The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

25. ENTIRE AGREEMENT. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the Work. This Agreement supersedes all prior negotiations, representations or agreements as such may relate to performance of the Work.

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

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

CITY OF TRACY, a municipal corporation

_____
Michael Maciel
MAYOR
Date: _____

Attest:

_____
Carole Fleischmann
INTERIM CITY CLERK
Date: _____

APPROVED AS TO FORM:

_____
Dan Sodergren
CITY ATTORNEY
Date: _____

PROLOGIS:
PROLOGIS L.P., a Delaware limited partnership

By: Prologis, Inc., a Maryland corporation, its General Partner

_____
Scott Swenson

Its: VICE PRESIDENT
Date: 1-15-2015

03-102714cm

EXHIBIT B

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Francisco)

On January 13, 2015 before me, Kimberly L. Lemon, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Scott Swenson
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

KIMBERLY L. LEMON
Commission # 2023351
Notary Public - California
San Mateo County
My Comm. Expires May 5, 2017

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Offsite Improvement Agmt Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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RESOLUTION 2015- _____

APPROVING AN OFFSITE IMPROVEMENT AGREEMENT (OIA) FOR THE CORDES RANCH RECYCLED WATER PIPELINES ON SCHULTE ROAD AND MOUNTAIN HOUSE PARKWAY AND ASSOCIATED IMPROVEMENTS FOR CROSSROADS BUILDING 1 PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, The Development Services Director approved a Development Review application for the construction of an industrial distribution facility known as Cordes Ranch – Crossroads Building 1 at the northeast corner of Schulte Road and Mountain House Parkway, and

WHEREAS, The Developer was required to install recycled water pipelines (purple pipe) for irrigation purposes and will be constructed as part of the roadway improvements along the frontage of Crossroads Building 1 on Schulte Road and Mountain House Parkway, and

WHEREAS, The Developer has completed the design of the recycled water pipelines and associated improvements and has submitted the Improvement Plans, and Cost Estimates, and

WHEREAS, The Developer has executed the Offsite Improvement Agreement and submitted the required security to guarantee completion of the recycled water pipelines and associated improvements, and

WHEREAS, There will be no fiscal impact to the General Fund. The Developer will pay for the cost of construction, inspection, and processing the agreement;

NOW, THEREFORE BE IT RESOLVED That City Council approves the Offsite Improvement Agreement for Cordes Ranch Recycled Pipelines Waterline Improvements on Schulte Road, Hansen Road, and Road "E", and authorizes the Mayor to execute the Offsite Improvement Agreement.

* * * * * * * * * *

The foregoing Resolution 2015-_____ was passed and adopted by the Tracy City Council on the 3rd day of February, 2015, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

February 3, 2015

AGENDA ITEM 1.F

REQUEST

APPROVE AN OFFSITE IMPROVEMENT AGREEMENT (OIA) FOR THE CORDES RANCH STORM DRAINAGE DETENTION BASIN LW10B AND ASSOCIATED DOWNSTREAM PIPELINES AND THE INTERIM RETENTION BASIN (DETENTION BASIN LW9) FOR THE CROSSROADS BUILDING 1 PROJECT TO BE LOCATED AT THE NORTHEAST CORNER OF SCHULTE ROAD AND MOUNTAIN HOUSE PARKWAY AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT

EXECUTIVE SUMMARY

Approval of the Offsite Improvement Agreement will allow Prologis LP, a Delaware Limited Partnership (Developer), to proceed with the construction of the storm drainage detention basin and associated downstream pipelines and retention basin, which are necessary for the construction and business operation of the Crossroads Building 1 (also called Crossroads Business Center) within the Cordes Ranch Business Park.

DISCUSSION

The Development Services Director has approved Development Review applications for the Crossroads Business Center (Building 1) within the Cordes Ranch Business Park.

Approval of this project was subject to completion of certain infrastructure improvements. The Developer was required to construct certain storm drainage facilities in accordance with the City's Storm Drainage Master Plan to serve the proposed building project. The City has not collected enough storm drainage from development fees to construct required facilities and the existing Development Agreement allows the Developer to construct such improvements and receive credits or reimbursements. The Developer intends to exercise this option and construct the required storm drainage facilities. The work involves a permanent storm drainage facility and associated downstream pipelines (Detention Basin LW10B) and certain interim improvements at Detention Basin LW9 so that it can function as a retention basin. The Developer shall be eligible for credits or reimbursements for work involved with the permanent detention basin LW10B. The interim improvements at detention basin LW9 are not eligible for reimbursements or credits at this time. The approximate amount of credit is estimated at $2,363,480; however, the exact amount will depend upon the actual measurement of completed work on site.

The Developer has completed the design of Detention Basin LW10B, the downstream pipelines and its connection to interim Detention Basin LW9 which is an interim retention basin, and has submitted the Improvement Plans, Specifications and Cost Estimates (PSE). City staff has reviewed the PSE and found them to be complete. The Developer has executed the Offsite Improvement Agreement and submitted the required security to guarantee completion of the storm drainage improvements. The Offsite Improvement Agreement and Improvement Plans are on file with the City Engineer and are available for review upon request.

Upon completion of all improvements, the City will accept the improvements for maintenance and will accept all offers of dedication of public right-of-way at that time.

FISCAL IMPACT

There will be no fiscal impact to the General Fund. The Developer will pay for the cost of inspection and processing the agreement.

STRATEGIC PLAN

This agenda item is consistent with the City Council's Economic Development Strategy, to ensure physical infrastructure necessary for development are constructed.

RECOMMENDATION

That City Council, by resolution, approve the Offsite Improvement Agreement for Cordes Ranch Storm Drainage Detention Basin LW-10B to be located north of Schulte Road and east of Mountain House Parkway, and authorize the Mayor to execute the Offsite Improvement Agreement.

Prepared by: Criseldo Mina, P. E., Senior Civil Engineer

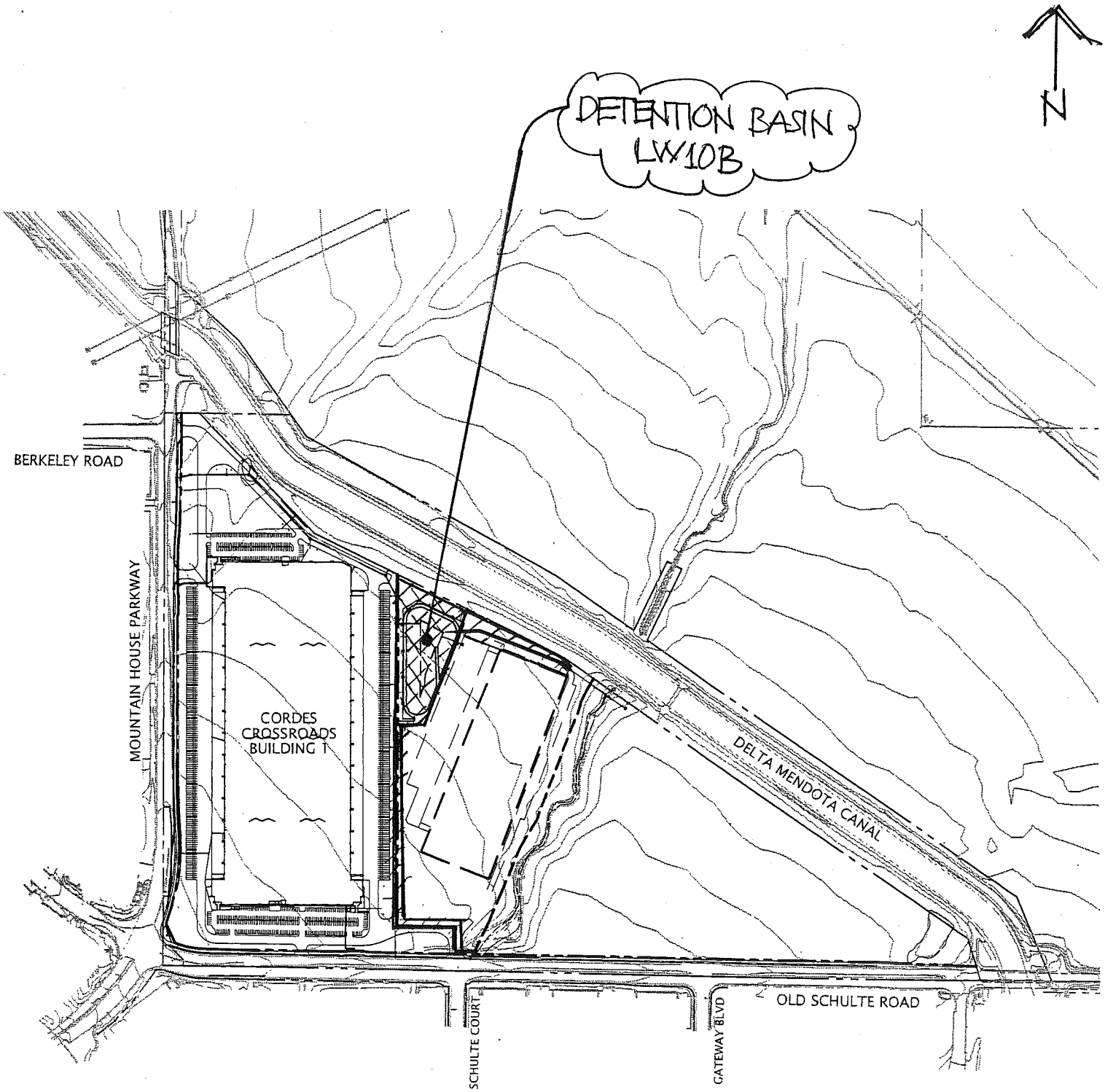
Reviewed by: Kuldeep Sharma, Utilities Director/Interim City Engineer
Andrew Malik, Development Services Director
Maria A. Hurtado, Assistant City Manager

Approved by: Troy Brown, City Manager

ATTACHMENT

Exhibit A – Location Map
Exhibit B – Offsite Improvement Agreement Cordes Ranch

EXHIBIT A



LOCATION MAP
NOT TO SCALE

EXHIBIT B

CITY OF TRACY
OFFSITE IMPROVEMENT AGREEMENT
CORDES RANCH - STORM DRAINAGE DETENTION BASIN LW10B

This **OFFSITE IMPROVEMENT AGREEMENT FOR CORDES RANCH - STORM DRAINAGE DETENTION BASIN LW10B** ("***Agreement***") is made and entered into by and between the **CITY OF TRACY**, a municipal corporation ("***City***") and **PROLOGIS, L. P.**, a Delaware limited partnership ("***Developer***").

RECITALS

A. Developer is the legal owner of approximately one thousand two hundred and forty two (1,242) acres of real property, as shown and more particularly described in attached Exhibit A ("***Property***").

B. The Property is within the Cordes Ranch Specific Plan Area, which consists of approximately one thousand seven hundred and eighty (1,780) acres ("***Specific Plan Area***"). The Cordes Ranch Specific Plan ("***Specific Plan***") is intended to create a state-of-the-art commerce and business park within the Specific Plan Area by establishing land use, zoning and development standards and regulations to provide for the phased development of approximately thirty one (31) million square feet of general commercial, general office and business park industrial uses, related on- and off-site infrastructure, and passive and active use open space areas, trails, joint use park/detention facilities, and other related improvements, as described more fully therein ("***Project***").

C. On September 3, 2013, the Tracy City Council ("***City Council***") adopted the Specific Plan and approved related land use entitlements to enable the Project to proceed. In connection therewith, the City Council approved that certain *Development Agreement By and Between the City of Tracy and Prologis, L.P.* (the indirect parent of Developer) ("***Development Agreement***").

D. In accordance with the Development Agreement, the Specific Plan, and the Citywide Water System Master Plan ("***Master Plan***"), Developer has submitted, and City has approved, those certain improvement plans and specifications relating to the construction of the Cordes Ranch Storm Drainage Detention Basin LW10B and associated improvements (collectively, "**DB LW10B**" or "***Work***"). The Work is described more fully in the ten (10) sheets of improvement plans entitled "Cordes Ranch – Improvement Plans for Detention Basin LW10B" prepared by Kier & Wright Engineers of Livermore, California ("***Plans and Specifications***"). The Plans and Specifications are on file with the City Engineer, and they are incorporated herein by reference.

E. The Plans and Specifications have been prepared on behalf of Developer and City, and approved by the City Engineer, which describe in more detail the Work required in this Agreement.

F. Since the Work, as described above and in the Plans and Specifications, has not been completed, Developer has requested to execute this Agreement as authorized by Government Code Section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF WORK. Developer shall perform, or cause to be performed, the Work, to the satisfaction of the City Engineer, pursuant to Section 4 of the Development Agreement. The Work shall be performed, and all materials and labor shall be provided, at Developer's expense, in the manner described in the Plans and Specifications, subject to fee reconciliation provisions set forth in Section 6 of the Development Agreement. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer, such approval not to be unreasonably withheld. Developer may submit a written request to the City Engineer for a change in the scope of Work, as required by Tracy Municipal Code Section 12.36.060(f). Any portion(s) of the Work that are within City's right(s)-of-way and/or easement(s) are to be performed by the Developer in accordance with the requirements of the State prevailing wage laws, in the event and to the extent applicable.

2. DEVELOPER'S AUTHORIZED REPRESENTATIVE. At all times during the progress of the Work, Developer shall have a competent foreman or superintendent ("***Authorized Representative***") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. Exhibit B attached hereto includes the initial contact information referenced herein.

3. LOCATION OF PERFORMANCE. Developer shall perform the Work at the locations and grades shown on the Plans and Specifications or as otherwise approved by the City Engineer. Subject to Section 3.8 of the Development Agreement, in the event and to the extent required for the Work, Developer shall acquire all easements and/or rights-of-way necessary for the performance of the Work, at Developer's expense, subject to fee reconciliation provisions set forth in Section 6 of the Development Agreement.

4. IMPROVEMENT SECURITY. Concurrently with the execution of this Agreement, and prior to the commencement of any Work, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act (including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:

   Program Improvements – Storm Drainage Downstream Pipeline and Detention Basin LW10B

   4.1. Faithful Performance security in the amount of **$249,480** to secure faithful performance of this Agreement (until the date when the City Council accepts the Work as complete) pursuant to Government Code section 66499.1, 66499.4, and 66499.9.

4.2 Labor and Material security in the amount of **$249,480** to secure payment by Developer to laborers and materialmen (until the date when any and all claims in connection with the Work are required to be made by laborers and materialmen in accordance with applicable laws) pursuant to Government Code Sections 66499.2, 66499.3, 66499.4, and 66499.7(b).

4.3 Warranty security in the amount of **$24,948** to secure faithful performance of this Agreement (from the date when the City Council accepts the Work as complete until one (1) year thereafter) pursuant to Government Code Section 66499.1, 66499.4, and 66499.9.

Non-Program Improvements – Storm Drainage Downstream Pipeline and Retention Basin

4.4 Faithful Performance security in the amount of **$**_____ to secure faithful performance of this Agreement (until the date when the City Council accepts the Work as complete) pursuant to Government Code section 66499.1, 66499.4, and 66499.9.

4.5 Labor and Material security in the amount of **$**_____ to secure payment by Developer to laborers and materialmen (until the date when any and all claims in connection with the Work are required to be made by laborers and materialmen in accordance with applicable laws) pursuant to Government Code Sections 66499.2, 66499.3, 66499.4, and 66499.7(b).

4.6 Warranty security in the amount of **$**_____ to secure faithful performance of this Agreement (from the date when the City Council accepts the Work as complete until one (1) year thereafter) pursuant to Government Code Section 66499.1, 66499.4, and 66499.9.

5. INSURANCE. Concurrently with the execution of this Agreement, and prior to the commencement of any Work, Developer shall furnish evidence to City that all of the following insurance requirements have been satisfied by the Developer or its general contractor responsible for the Work.

5.1. General. Developer shall, throughout the duration of this Agreement, maintain or cause to be maintained insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services for the Work covered by this Agreement at the minimum levels set forth herein.

5.2. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) coverage shall be maintained in an amount not less than Three Million Dollars ($3,000,000) general aggregate and One Million Dollars ($1,000,000) per occurrence for general liability, bodily injury, personal injury, and property damage.

5.3. Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") coverage shall be maintained in an amount not less than One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

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

5.5. Endorsements. Developer shall ensure the automobile and commercial general liability provide the following provisions:

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

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

5.6. Notice of Cancellation. Developer shall obtain endorsements to all insurance policies by which each insurer is required to provide thirty (30) days' prior written notice to City should the policy be canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

5.7. Authorized Insurers. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8. Insurance Certificate. Developer shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form reasonably satisfactory to the City Attorney.

5.9. Substitute Certificates. No later than five (5) calendar days prior to the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

5.10. Developer's Obligation. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any of its obligations hereunder (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary or desirable.

6. PERMITS, LICENSES AND COMPLIANCE WITH LAW. Developer shall, at its expense, obtain and maintain all necessary permits, approvals and licenses for performance of the Work, subject to City's cooperation pursuant to Sections 3.4 and

3.5 of the Development Agreement. In its performance of the Work, Developer shall comply with all applicable local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

7. TIME OF PERFORMANCE. Time is of the essence in the performance of the Work, and Developer shall with diligence and in good faith adhere to the timing requirements set forth herein unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to City, in writing, no later than ten (10) days after the start of the condition that purportedly caused the delay, and not later than the date on which performance is due.

   7.1. Commencement of Work. No later than fifteen (15) days prior to the commencement of the Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence the Work. Developer shall not commence the Work until after the notice required by this Section 7.1 is provided, and Developer shall not commence Work prior to the date specified in said written notice.

   7.2. Schedule of Work. Concurrently with the written notice of commencement of Work, Developer shall provide City with a written estimated schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

   7.3. Completion of Work. Developer shall complete all Work by no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of work pursuant to Section 7.1 above, subject to extension for force majeure.

8. INSPECTION BY CITY. In order to permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation. City inspections of the Work shall be conducted in accordance with Section 4 of the Development Agreement.

9. INSPECTION, OTHER FEES AND PROGRAM FEE CREDITS. All fees due to City in connection with the Work shall be paid in accordance with the Development Agreement. Accordingly, concurrently with the execution of this Agreement, and prior to the commencement of any Work, Developer shall pay City the applicable Program Soft Costs (as that term is defined in the Development Agreement) in accordance with Section 5.1(b) of the Development Agreement.

10. DEFAULT.

   10.1. Notice of Default. Subject to compliance with Sections 4.4(a) and (b) of the Development Agreement, in the event that Developer is in default of this Agreement, as defined in this Section 10, the City Engineer shall provide

written notice to Developer and Developer's surety (if any) in which the default is described.

10.2. Material Breach. Developer shall be in default of this Agreement if Developer fails to perform one or more material requirements of this Agreement, and fails to cure any such non-performance pursuant to Section 10.3, below.

10.3. Cure of Default. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

10.3.1. Cure the default in accordance with Section 4.4(b) of the Development Agreement.

10.3.2. Demand that Developer complete performance of the Work.

10.3.3. Demand that Developer's surety (if any) complete performance of the Work.

11. REPAIR OF ANY DAMAGE. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

12. ACCEPTANCE OF WORK. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Work site.

The City will accept the Work when the downstream storm pipelines including the necessary storm drainage retention basin are constructed, to the satisfaction of the Development Services Director.

13. WARRANTY PERIOD. Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one (1) year after acceptance of the Work by the City Council. In the event that (during said one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default and shall cure such default as required hereunder.

14. EXPIRATION OR PARTIAL RELEASE OF LETTER OF CREDIT. The parties acknowledge and agree that prior to the effective date of this Agreement, Developer previously provided City with a letter of credit ("***Letter of Credit***") in the amount of Three Million Three Hundred Thirty Four Thousand Four Hundred and Sixty Two Dollars ($3,334,462) to secure fee credits received as a result of Developer's election to construct the Work and other identified improvements. Immediately upon City's execution of this Agreement, City shall release said Letter of Credit for the amount of Two Hundred Fourty Nine Thousand Four Hundred and Eighty Dollars ($249,480) ("***Secured Amount***"), which equates to the amount of the fee credits received as a result of Developer's election to construct the Work as it relates to Building 1. Notwithstanding anything to the contrary in this Section 14, if, in connection with other non-Work improvements, City has either (a) partially drawn on said Letter of Credit, or (b) partially released amount(s) covered by said Letter of Credit, such that the Secured Amount is the only funding that remains covered thereunder, then immediately upon City's execution of this Agreement, said Letter of Credit shall expire and City shall promptly return the original, wet-inked Letter of Credit to Developer or the issuing bank (as applicable) in accordance with the terms of the Letter of Credit.

15. INDEPENDENT CONTRACTOR STATUS. Developer is an independent contractor, and the parties agree that City shall have no responsibility for any acts of Developer's employees, agents, representatives, contractors or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of City as an agent, or to bind City to any obligation whatsoever, unless City provides prior written authorization to Developer.

16. OWNERSHIP OF WORK. All original documents prepared by Developer for this Agreement shall be given to City upon City's acceptance of the Work; provided, however, ownership of said documents shall be determined in accordance with applicable laws.

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

18. INDEMNIFICATION. Consistent with the security provisions contained herein, Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting in the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees until such time as the City Council accepts the Work, and the City becomes responsible for the maintenance, operation and repair of the Work, at which time the indemnification obligations under this Section 17 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, this

termination shall not affect Developer's warranty obligations set forth in Section 13, above.

19. ASSIGNMENT AND DELEGATION. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of City, which shall not be unreasonably withheld, delayed or denied. Any attempt to assign or delegate this Agreement without City's written consent shall be void and of no force and effect. Consent by City to one assignment shall not be deemed to be consent to any subsequent assignment.

20. NOTICES.

20.1. Notice in Writing. All notices, demands, or other communications that this Agreement contemplates, authorizes or requires shall be in writing and shall be personally delivered or mailed to the respective party as follows:

City:
City of Tracy
Attn: City Engineer
333 Civic Center Plaza
Tracy, CA 95376

Copy to:
City Attorney's Office
Attn: City Attorney
333 Civic Center Plaza
Tracy, CA 95376

Prologis:
Prologis L.P.
Attn: Dan Letter
Pier 1, Bay 1
San Francisco, CA 94111
Tel: (415) 733-9973
Fax: (415) 733-2171

Copy to:
Miller Starr Regalia
Attn: Nadia Costa
1331 North California Blvd., 5th Floor
Walnut Creek, CA 94596
Tel: 925.935.9400
Fax: 925.933.4126

Copy to:
Prologis L.P.
Attn: General Counsel
4545 Airport Way
Denver, CO 80239
Tel: 303.567.5000
Fax: 303.567.5903

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

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

22. WAIVERS. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

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

24. JURISDICTION AND VENUE. The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

25. ENTIRE AGREEMENT. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the Work. This Agreement supersedes all prior negotiations, representations or agreements as such may relate to performance of the Work.

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

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

CITY OF TRACY, a municipal corporation

_____
Michael Maciel
MAYOR
Date: _____

Attest:

_____
Carole Fleischmann
CITY CLERK
Date: _____

APPROVED AS TO FORM:

_____
Dan Sodergren
CITY ATTORNEY
Date: _____

PROLOGIS:
PROLOGIS L.P., a Delaware limited partnership

By: Prologis, Inc., a Maryland Corporation, its General Partner

_____
Scott Swenson
Its: Vice President
Date: 1-15-2015

01-102714cm

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Francisco)

On January 13, 2015 before me, Kimberly L. Lemon, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Scott Swenson
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

KIMBERLY L. LEMON
Commission # 2023351
Notary Public - California
San Mateo County
My Comm. Expires May 5, 2017

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Offsite Improvement Agmnt. Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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RESOLUTION 2015 -_____

APPROVING AN OFFSITE IMPROVEMENT AGREEMENT FOR THE CORDES RANCH STORM DRAINAGE DETENTION BASIN LW10B AND ASSOCIATED DOWNSTREAM PIPELINES AND THE INTERIM RETENTION BASIN (DETENTION BASIN LW9) FOR THE CROSSROADS BUILDING 1 PROJECT TO BE LOCATED AT THE NORTHEAST CORNER OF SCHULTE ROAD AND MOUNTAIN HOUSE PARKWAY AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, The Development Services Director has approved Development Review applications for the Crossroads Business Center (Building 1) within the Cordes Ranch Business Park, and

WHEREAS, The Developer was required to construct certain storm drainage facilities in accordance with the City's Storm Drainage Master Plan to serve the proposed building project, and

WHEREAS, The work involves a permanent storm drainage facility and associated downstream pipelines (Detention Basin LW10B) and certain interim improvements at Detention Basin LW9, and

WHEREAS, The Developer shall be eligible for credits or reimbursements for work involved with the permanent detention basin LW10B, and

WHEREAS, The Developer has completed the design of Detention Basin LW10B, the downstream pipelines and its connection to interim Detention Basin LW9 which is an interim retention basin, and has submitted the Improvement Plans, Specifications and Cost Estimates, and

WHEREAS, The Developer has executed the Offsite Improvement Agreement and submitted the required security to guarantee completion of the storm drainage improvements, and

WHEREAS, Upon completion of all improvements, the City will accept the improvements for maintenance and will accept all offers of dedication of public right-of-way at that time, and

WHEREAS, There will be no fiscal impact to the General Fund. The Developer will pay for the cost of inspection and processing the agreement;

NOW, THEREFORE BE IT RESOLVED, That City Council hereby approves the Offsite Improvement Agreement for the Cordes Ranch Storm Drainage Detention Basin LW-10B to be located north of Schulte Road and east of Mountain House Parkway, and authorizes the Mayor to execute the Offsite Improvement Agreement.

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

The foregoing Resolution 2015-_____ was adopted by the Tracy City Council on the 3rd day of February, 2015, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

February 3, 2015

AGENDA ITEM 1.G

REQUEST

TO FIND THAT IT IS IN THE BEST INTEREST OF THE CITY OF TRACY TO DISPENSE WITH THE FORMAL BIDDING PROCESS PURSUANT TO TRACY MUNICIPAL CODE SECTION 2.20.180(b)(4) AND AUTHORIZE THE PURCHASE OF SENSUS WATER METERS AND RELATED PARTS AND EQUIPMENT FROM GOLDEN STATE FLOW MEASUREMENT

EXECUTIVE SUMMARY

The City of Tracy specifies in its Standard Plans that Sensus water meters must be used for all City water meter installations. This item seeks a City Council finding that it is in the best interest of the City of Tracy to waive the formal request for bid process to purchase Sensus water meters and related parts and equipment from the exclusive distributor of same in the Tracy area, Golden State Flow Measurement.

DISCUSSION

All City water users are required to have their water metered for billing and data collection purposes. The City's Standard Plans require that only Sensus water meters be installed. Sensus has been utilized by the City for standardization purposes. The City has periodically evaluated other water meter brands and has consistently determined that Sensus water meters provide the best overall quality and accuracy. Golden State Flow Measurement is the sole supplier in Northern California; they are responsive and provide competitive pricing.

Tracy Municipal Code section 2.20.180(b)(4) provides that the City may dispense with the formal bidding process for purchases in excess of $50,000 when the City Council finds it is in the best interest of the City to do so. Staff believes it is in the best interest of the City to do so here because Golden State Flow Measurement is the exclusive distributor of Sensus automated meter read water meters in Northern California and Sensus water meters best meet the needs of the City.

This request is to provide City staff the authority to acquire Sensus water meters and related parts and equipment from Golden State Flow Measurement on an annual basis. This is primarily for replacing and repairing old or non-functioning meters. This is a function of the City Water Meter Division's daily operational program. This request is for Fiscal Year 2014-15 through 2017-18.

STRATEGIC PLAN

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

FISCAL IMPACT

This request has no impact on the General Fund. Funding is appropriated (approximately $250,000-$600,000, CIP 75123) in the Public Works operating budget on an annual basis for the acquisition of water meters and supplies (Water Fund 511).

RECOMMENDATION

That City Council, by resolution, find under Tracy Municipal Code section 2.20.180(b)(4), that it is in the best interest of the City to dispense with the formal bidding process and authorize staff to purchase Sensus water meters and related parts and equipment from Golden State Flow Measurement for Fiscal Year 2014-15 through 2017-18.

Prepared by: Wayne Bogart, Public Works Superintendent

Reviewed by: David Ferguson, Public Works Director
Maria A. Hurtado, Assistant City Manager

Approved by: Troy Brown, City Manager

RESOLUTION _____

FINDING THAT IT IS IN THE BEST INTEREST OF THE CITY OF TRACY
TO DISPENSE WITH THE FORMAL BIDDING PROCESS PURSUANT TO TRACY
MUNICIPAL CODE SECTION 2.20.180(b)(4) AND AUTHORIZING PURCHASE
OF SENSUS WATER METERS AND RELATED PARTS AND
EQUIPMENT FROM GOLDEN STATE FLOW MEASUREMENT

WHEREAS, All City water users are required to have their water metered for billing and data collection purposes, and

WHEREAS, The City's Standard Plans require that only Sensus water meters be installed, and

WHEREAS, Sensus has been utilized by the City for over 16 years due to overall quality and accuracy, vendor responsiveness, competitive pricing, and for standardization purposes, and

WHEREAS, The City has periodically evaluated other water meter brands, but has consistently determined that Sensus best meets the needs of the City, and

WHEREAS, Tracy Municipal Code section 2.20.180(b)(4) provides that the City may dispense with the formal bidding process for purchases in excess of $50,000 when the City Council finds it is in the best interest of the City to do so, and

WHEREAS, It has been determined that it is in the best interest of the City to do so here because Golden State Flow Measurement is the exclusive distributor of Sensus automated meter read water meters in Northern California and Sensus water meters best meet the needs of the City, and

WHEREAS, City staff has the authority to acquire Sensus water meters and related parts and equipment from Golden State Flow Measurement on an annual basis. This is primarily for replacing and repairing old or non-functioning meters for Fiscal Year 2014-15 through 2017-18, and

WHEREAS, This request has no impact on the General Fund and funding is appropriated (approximately $250,000-$300,000) in the Public Works operating budget on an annual basis for the acquisition of water meters and supplies (Water Fund 511);

NOW, THEREFORE, BE IT RESOLVED, That City Council finds under Tracy Municipal Code section 2.20.180(b)(4) that it is in the best interest of the City to dispense with the formal bidding process and authorizes staff to purchase Sensus water meters and related parts and equipment from Golden State Flow Measurement for Fiscal Year 2014-15 through 2017-18.

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

The foregoing Resolution _____ was adopted by Tracy City Council on the 3rd day of February, 2015, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

February 3, 2015

AGENDA ITEM 1.H

REQUEST

AUTHORIZE AMENDMENT OF THE CITY'S CLASSIFICATION AND COMPENSATION PLANS DUE TO THE ESTABLISHMENT OF A NEW CLASSIFICATION SPECIFICATION FOR EMERGENCY MEDICAL SERVICES MANAGER.

EXECUTIVE SUMMARY

The Tracy Fire Department is in need of a newly created classification specification for Emergency Medical Services Manager. It is a requirement associated with the City's most recent agreement with San Joaquin County Emergency Medical Services Agency to provide Advanced Life Support (ALS) services. The Emergency Medical Services Manager position was approved in the FY 2014-2015 budget to allow for appropriate oversight and monitoring of the department's Emergency Medical Services and Continuous Quality Improvement Programs. The requested action establishes the classification specification for the new Emergency Medical Services Manager position.

DISCUSSION

The Tracy Fire Department requested funding of a new position, Emergency Medical Services Manager, in the FY 2014-2015 budget. This was done subsequent to San Joaquin County Emergency Medical Services Agency (SJCEMSA) authorizing the South County Fire Authority (SCFA) and the City of Tracy to provide ALS first response services. While the department has re-assigned a Fire Captain to provide oversight of basic and advanced life support services on a temporary basis, this new position must be created, filled and maintained permanently, as a condition of the recently approved agreement with SJCEMSA. The new position is also required in order for the City to continue providing ALS services to the community and maintain its provider status. This aforementioned agreement was approved by the Tracy City Council and the South County Fire Authority on January 20, 2015.

Establish new classification specification and salary range: Emergency Medical Services Manager – Tracy Fire Department

The new Emergency Medical Services Manager position is a non-sworn classification designed to appropriately administer and manage the department's ALS program. The position is responsible for developing, coordinating, and evaluating the Emergency Medical Services Program, including monitoring of program components and emergency medical personnel. The position is also responsible for compliance with State and local laws and regulations, EMS policies, procedures and protocol standards, as well as ensuring the certification, accreditation and training of the department's paramedic team. This position must ensure appropriate medical response and facilitate pre-hospital care initiatives.

The incumbent in the classification shall serve as the department liaison to local hospitals, the County Medical Director and San Joaquin County Emergency Medical Services Agency, and will report to the department's Chief Officer or designee. The proposed monthly salary range for this classification is $6,684.47 to $8,125.00.

STRATEGIC PLAN

This agenda item supports the City's Governance Strategy and Business Plan, and specifically implements the following goals and objectives:

Governance Strategy

Goal 1: Further develop an organization to attract, motivate, develop and retain a high quality, engaged, high-performing and informed workforce.

Objective 1b: Affirm organizational values.

FISCAL IMPACT

Establishment of the Emergency Medical Services Manager classification does not impact the General Fund for FY 2014-15. The funding for this position will be included in the adopted budget for FY 2015-16.
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RECOMMENDATION

That the City Council, by resolution, authorizes the Interim Administrative Services Director to amend the City's Classification and Compensation Plans by approving the establishment of a class specification and salary range for Emergency Medical Services Manager.

Prepared by: Arlene Roberts, Human Resources Analyst
David A. Bramell, Interim Fire Chief

Reviewed by: Ray Durant, Interim Administrative Services Director
Maria A. Hurtado, Assistant City Manager

Approved by: Troy Brown, City Manager

Attachment: Exhibit A: Emergency Medical Services Manager

City of Tracy

Emergency Medical Services Manager

Class Title: Emergency Medical Services Manager
Department: Tracy Fire Department
EEO Code: 76
FLSA Status: Exempt

Class Code: 3XXXX
Bargaining Group: TMMBU
Effective Date: February 3, 2015
Revision History: N/A

DESCRIPTION

Under the Direction of the Fire Chief or designee, assists in administrative operations for pre-hospital emergency medical services, including budget development and overseeing; develops policies and procedures for emergency management programs; develops, reviews, coordinates, monitors and evaluates the City's Emergency Medical Services Program(s); exercises quality control over the Fire Department's Emergency Medical Services program(s); develops and conducts educational training related to the provision of Emergency Medical Services at the Basic and Advanced Life Support levels, including paramedic training program(s); provides emergency response training to City employees and citizen's groups; as the City's Liaison, provides expertise in program elements and technical assistance to public and private agencies.

DISTINGUISHING CHARACTERISTICS

This non-sworn classification is a single incumbent classification. The classification is responsible for the daily administrative, analytical and oversight activities associated with ensuring that EMS providers within the City of Tracy (Fire Department) are in conformance with Federal , State and Local regulations, guidelines and standards related to the delivery of pre-hospital emergency medical care and response to medical emergencies; Coordinates work with suppression personnel, outside agencies, the City, the Prescribing Physician and the general public to effectively deliver the Emergency Medical Services Program.

SUPERVISION RECEIVED AND EXERCISED

The Emergency Medical Services Manager receives supervision from the Chief Officer or designee. May exercise lead functional or technical direction over assigned paramedic staff, contractors and vendors.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Duties may include, but are not limited to the following:

Monitors assigned program components and Emergency Medical Services (EMS) personnel for compliance with State and local laws and regulations; develops program objectives; recommends and implements EMS policies, procedures and protocol standards.

Evaluates, coordinates and monitors quality assurance issues; designs and implements quality assurance mechanisms for evaluation of system compliance and patient outcome; evaluates and

analyzes Emergency Medical Services (EMS) needs, trends and system effectiveness and makes recommendations for improvement.

Investigates and makes recommendations for follow up or corrective action on all citizen and public safety agency complaints or inquiries with regard to Pre-hospital Care System and Emergency Medical Services (EMS) delivery by paramedics and Emergency Medical Technicians (EMTs).

Monitors changes in local, state and federal regulations and establishes department policies and procedures to assure compliance with standards.

Participates in the development of budgets and related documents for federal, State and City funding, and oversees the expenditure of funds.

Reviews existing operations; recommends and implements new/revised policies and procedures in response to changing departmental, organizational, and system needs.

Advises the department in planning and evaluating the delivery of emergency medical services and assists in the development of policies and procedures to optimize patient care and minimize risk.

Coordinates and supervises the department's delivery of basic and advanced life support services through development of objectives and implementation of policies, procedures and operating standards.

Represents the department before civic and community groups; promotes and responds to media and public inquiries; prepares new and revised ordinances or codes to implement emergency medical services programs; increases community participation in the programs via outreach activities.

Represents the department on various county and state committees.

Serves as liaison to local hospitals and maintains open lines of communication between department and facilities.

Acts as the chairperson of the department's Continuous Quality Improvement Committee and solicits input from shift representatives.

Stocks and maintains supplies for the Emergency Medical Services (EMS) Program; schedules regular testing procedures to insure operational efficiency.

Assesses medical equipment, supplies, and related facilities support services; manages logistics and contracts.

Prepares draft reports defining medical audit methods and procedures and study results for the San Joaquin County Emergency Medical Services (EMS) Authority.

Ensures that Department paramedics and Emergency Medical Technicians (EMTs) are maintaining certifications, licenses, accreditations, and are performing required patient care benchmark skills.

Oversees the licensing and re-licensing of department paramedics and EMT's.

Evaluates instructional programs and materials for content and results in compliance with Emergency Medical Services (EMS) and Agency requirements.

Conduct field observations, including ride-alongs with personnel to observe performance during actual responses and assure compliance with policies and procedures; file reports and recommendations for improvements.

Participates in Emergency Medical Services (EMS) annual budget planning process.

May be assigned to negotiate and recommend agreements with public, non-profit, and private agencies in support of Emergency Medical Services (EMS) Program.

Works with the Department's Prescribing Physician regarding the acquisition, oversight and maintenance of security compliance for narcotics.

Manages the controlled substances restock program in collaboration with the Prescribing Physician.

May participate in the department and/or city-wide Safety Committee.

Other duties as assigned.

MINIMUM QUALIFICATIONS

Demonstrated Knowledge of:

EMS terminology and equipment related to the delivery of pre-hospital EMS.
Communication techniques required for gathering, evaluating and transmitting information.

Effective interviewing, counseling and instruction techniques.

Principles and practices of emergency medicine for planning, development and implementation of comprehensive and effective EMT and Paramedic training programs, including methodologies, techniques, legal and ethical guidelines related to the practice and administration of EMS programs.
Federal, State and Local laws, regulations, policies, procedures and protocol related to the delivery of EMS.

Office procedures, methods and equipment including computers and applicable software applications.

Principles and practices of effective supervision including training, work evaluation and discipline.

Concepts and principals of EMS quality improvement.

Communicable diseases, blood borne pathogens and exposure treatment modalities.

Demonstrated Ability to:

Organize, plan, implement and assume management of the EMS program, including scheduling, coordination and conflict resolution.

Assist in planning, coordinating, monitoring and evaluating the Fire Department's EMS programs and technical area.

Perform programmatic and administrative duties involving the use of independent judgment and personal initiative.

Understand, interpret and apply administrative and departmental policies and procedures as well as pertinent Federal, State and Local laws, codes and regulations including those that affect the operation and administration of the Basic and Advanced Life Support Programs.

Provide support to the EMS training program and evaluation of effectiveness.

Evaluate the performance of Paramedic and EMT personnel in the area of emergency medical services.

Evaluate the provision of paramedic and EMT medical care through direct observation and review of medical reports.

Be proactive in anticipating and preparing for changing trends in the provision of health care in general and EMS in particular.

Identify and respond to community and organization issues, concerns and needs.

Coordinate services with public agencies and groups, physicians and other medical professionals, representatives of interested community groups, institutions and the general public.

Participate in the preparation and administration of budgets and inventory management.

Work under steady pressure with frequent interruptions and a high degree of public contact by phone and in person.

Conduct research, analyze and prepare statistical and technical reports, and present effective oral and written reports in a clear, logical manner.

Establish and maintain effective working relationships with those contacted in the course of work.

EXPERIENCE AND EDUCATION

Any combination of experience, education, and training that would provide the best qualified candidate. A typical way to obtain the knowledge, skills and abilities would be:

Experience: 3 years of responsible experience in the administration and/or education of either an emergency medical services or major medical services training program.

Education: An Associate's Degree from an accredited college with major coursework in healthcare administration, nursing, public health education, public safety or closely related field.

Training: 3 years as a mobile intensive care nurse, paramedic program manager, pre-hospital care instructor, base hospital coordinator, or ems agency program coordinator.

LICENSE OR CERTIFICATE

Possession of a valid California Class C driver license and a satisfactory driving record as determined by the City.

Possession of a Paramedic License in the State of California or higher.

Possession of a California Registered Nurse license is highly desirable.

SPECIAL REQUIREMENT:

Must be willing to be on call, when necessary. Must also be able to attend evening and weekend meetings if needed.

TOOLS AND EQUIPMENT USED

Personal computer, including spreadsheet and word processing software; telephone; copy and fax machine; erase boards and flip charts; emergency medical (Basic Life Support (BLS) & Advanced Life Support (ALS) equipment; city vehicle.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Primary functions require sufficient physical ability to work in an office setting and operate office equipment and to occasionally perform duties outdoors at emergency scenes with paramedics. CONTINUOUS sitting, upward and downward flexion of neck, side-to-side turning of neck; light grasp and fine finger dexterity to operate office equipment such as computer keyboards, telephones, pencils and other writing materials; moderate grasp to lift books, manuals and supplies. FREQUENT walking, bending and stooping, pushing/pulling. OCCASIONAL standing, squatting, climbing; lifting objects weighing up to 25 lbs. from below waist to chest level and transporting distances up to two city blocks; moderate to firm twist/torque to manipulate dials, knobs, open compartments in paramedic units. INFREQUENT reaching at and above shoulder height, kneeling,

twisting at waist; lifting objects weighing up to 25 lbs. at and above shoulder level. In emergency situations may be required to operate various medical equipment and/or perform medical procedures consistent with incumbent's level of certification.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, exposure to temperature swings from indoors to outdoors; extreme noise of sirens and emergency equipment; working outdoors at emergency scenes with paramedics; fumes and odors of medical supplies and chemicals; dust from atmospheric conditions, emergency scenes and excessive paperwork; hazardous materials at emergency scenes, including communicable diseases, blood and bodily fluids. Work period is 80 hours biweekly, with unscheduled breaks. Work may be performed outside regular working hours; overtime pay does not apply under FLSA standards. Work may be performed in office or field; some functions of position may be appropriate for telecommuting on approval of department head. Work environment is both formal and informal, team and autonomy oriented, having both routine and variable tasks, with variable pace and pressure, frequently fast paced.

Vision: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents and to operate equipment.

Hearing: Hear in the normal audio range with or without correction. Frequent hearing and talking, in person and on the phone.

Dexterity: Frequent repetitive motion; frequent writing; frequent grasping, holding and reaching.

RESOLUTION _____

AMEND THE CITY'S CLASSIFICATION AND COMPENSATION PLANS THROUGH THE ESTABLISHMENT OF A NEW CLASSIFICATION SPECIFICATION FOR EMERGENCCY MEDICAL SERVICES MANAGER

WHEREAS, The City has established Classification and Compensation Plans, and

WHEREAS, The City has completed a classification review to adopt revised class specifications, and

WHEREAS, A position control number for the position has already been authorized and implemented, and

WHEREAS, It is necessary to amend the City's Classification and Compensation Plans effective February 3, 2015 as follows:

Establish Classification and Compensation for Emergency Medical Services Manager - $6,684.47 to $8125.00 Monthly.

NOW, THEREFORE, BE IT RESOLVED, That the City Council authorizes the Interim Administrative Services Director to amend the City's Classification and Compensation Plans by approving the establishment of a class specification and salary range for Emergency Medical Services Manager.

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

The foregoing Resolution _____ was adopted by the Tracy City Council on the 3rd day of February, 2015, by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

February 3, 2015

AGENDA ITEM 1.I

REQUEST

AUTHORIZE AMENDMENT OF THE CITY'S CLASSIFICATION PLAN BY APPROVING REVISIONS TO THE CLASSIFICATION SPECIFICATION FOR EQUIPMENT MECHANIC II

EXECUTIVE SUMMARY

This report recommends revising the Public Works Department's Equipment Mechanic II classification specification. A classification review of the position recommends revising the classification, including clarifying existing responsibilities and extending the time requirement for new employees to obtain a Class A driver license.

DISCUSSION

Periodically, the Human Resources Division receives requests for classification studies and conducts classification reviews as necessary, to allow for changes in areas such as job responsibilities, organizational structure, and service needs.

Since the inception of this classification there have been significant technological enhancements to the mechanical field. As such, the City's fleet manager requested updates to be made to the classification specification to more thoroughly exemplify existing responsibilities and required knowledge skills and abilities.

Additionally, it is recommended to increase the time period within which new employees must obtain a Class A driver license, from 90 to 120 days. This extension will better allow new employees to train and test for the specialized license. Language was also added to better clarify the time frame in which employees must obtain the required Automotive Services Excellence (ASE) certifications.

Classification Review Recommendation

The Human Resources Division recommends approval of the classification revisions to the Equipment Mechanic II classification specification (attached).

STRATEGIC PLAN

This agenda item supports the City's Governance Strategy and Business Plan, and specifically implements the following goals and objectives:

Governance Strategy

Goal 1: Further develop an organization to attract, motivate, develop, and retain a high-quality, engaged, high-performing, and informed workforce.

Objective 1b: Affirm organizational values.

FISCAL IMPACT

There is no General Fund impact associated with the proposed classification revision.

RECOMMENDATION

That the City Council, by resolution, authorize the interim Administrative Services Director to amend the City's Classification Plan by approving the revision of the classification specification for the Communications Unit Supervisor.

Prepared by: Midori Lichtwardt, Human Resources Manager
Robert Gravelle, Public Works Superintendent

Reviewed by: Ray Durant, Interim Administrative Services Director
Maria A. Hurtado, Assistant City Manager

Approved by: Troy Brown, City Manager

Attachment: Exhibit A: Equipment Mechanic II

City of Tracy

EQUIPMENT MECHANIC II

Class Title:	Equipment Mechanic II	Class Code:	50314
Department:	Public Works	Bargaining Unit:	Teamsters
EEO Code:	81	Effective Date:	7/00
FLSA Status:	Non-Exempt	Revision History:	6/04: 11/11; 02/15

DESCRIPTION

Under general supervision to inspect, diagnose and perform minor and major mechanical repairs to automotive, diesel and other power-driven equipment; to perform routine maintenance and servicing; and to perform other related duties as assigned.

DISTINGUISHING CHARACTERISTICS

This is a skilled, journey-level class, capable of diagnosing, maintaining, and repairing most automotive, diesel, and light equipment with minimal supervision.

SUPERVISION RECEIVED AND EXERCISED

Employee receives functional and technical direction from the Senior Equipment Mechanic and/or supervision from the Public Works Superintendent of Maintenance and Operations.

Exercises no supervision.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Duties may include, but are not limited to, the following:

Inspect, diagnose and locate mechanical, electrical, and hydraulic difficulties on City automobiles, trucks, buses and a variety of diesel and gasoline powered maintenance and construction equipment.

Diagnose, r~~R~~epair and adjust engines, transmissions, differentials and clutches.

Repair and adjust diesel and gasoline engines; perform tune ups on gasoline and diesel engines,~~;~~ adjust carburetors on small engines.

Inspect, repair, replace and modify components of engines, drive lines, transmissions, brake systems, clutches and steering assemblies; inspect, diagnose and repair emission systems, exhaust systems, generators, distributors, electrical systems on factory and aftermarket equipment. Inspect, repair and adjust hydraulic and air brake systems.

Inspect heavy trucks for compliance with California Highway Patrol (CHP) Biennial Inspection of Terminals, (BIT) inspections.

Replace or repair faulty parts including but not limited to: wheel bearings, clutches, oil seals, shock absorbers, and related parts and equipment.

Diagnose and repair hydraulic systems on a variety of equipment such as mowers, back-hoes and other specialized equipment.

~~Repair and replace such components as generators, distributors, relays, lights and switches.~~

Perform minor and major preventive maintenance tasks; check, change and repair tires; install and adjust headlights; lubricate vehicles and equipment; drain and refill crankcases and gearboxes; inspect and charge batteries and all other systems.~~.~~

Maintain work, time and material records electronically.

Road test vehicles and equipment for diagnostic and repair purposes.

Maintain shop cleanliness; repair shop equipment as necessary.

Clean vehicles and equipment.

Fabricate and modify parts and equipment.

Receives parts deliveries, completes records and stocks inventory.

Perform difficult manual labor including lifting heavy weights, stooping, bending and twisting.

Perform all related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Tools, equipment and procedures used in the~~ overhaul,~~ repair, ~~and~~maintenance and adjustment of gas and diesel-powered equipment.

Operating and repair characteristics of a full range of City-owned equipment including tractors, rollers, chippers and backhoes.

Operation and care of internal combustion engines.

Safe work practices.

On board diagnostics and repairs

Ability to:

Perform major mechanical work on equipment and vehicles.

Inspect and analyze defects in automotive and heavy construction equipment

Perform a full range of mechanical work including the troubleshooting of equipment for both major and minor repairs.

Work productively in the absence of supervision.

Accurately determine mechanical repair needs and estimate the cost and time of repairs.

Lift heavy objects and perform difficult manual labor.
Establish and maintain effective working relationships with those contacted in the course of work.

EDUCATION AND EXPERIENCE

Any combination of education, experience, and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

High School Diploma or equivalent. Specialized training in equipment maintenance and repair is desirable.

Experience:

Three (3) years of experience performing skilled mechanical work in the servicing and repair of automobiles and heavy equipment.

LICENSES AND CERTIFICATES

Possession of a California Class C driver license, and obtain a Class A driver license with appropriate endorsements within ~~90~~ 120 days of date of hire.

Possess at time of application, three (3) Automotive Service Excellence (ASE) Certificates in any combination of the following: Brakes, Manual Drive Trains & Axels, Automatic Transmission/Transaxle, Electrical/Electronic Systems, Suspension/Steering, Engine Repair; Heating and air Conditioning~~-~~, Engine Performance, Advanced Engine Performance.~~;~~

~~and~~Obtain two (2) Medium/Heavy Duty Automotive Service Excellence (ASE) Certificates in

Brakes (T4) and Preventive Maintenance & Inspection (T8) within six months of date of hire.~~.~~

TOOLS AND EQUIPMENT USED

Motorized vehicles for mechanical testing purposes, power and hand tools and equipment for vehicle and mechanical system work; mechanic's tools including jacks, hydraulic lifts, air tools, and other tools required for repairs and maintenance of motorized vehicles; electronic vehicle diagnostic equipment; personal computer, calculator, phone; mobile or portable radio.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl. The employee is occasionally required to walk, sit and talk or hear. The employee must frequently lift and/or move up to 25 pounds, and occasionally lift weights up to 100 pounds. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee frequently works near moving mechanical parts or in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, fumes, toxic or caustic chemicals.

The noise level in the work environment is moderately noisy.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the City of Tracy and employee and is subject to change by the City as the needs of the City and requirements of the job change.

RESOLUTION _____

AUTHORIZING AMENDMENT OF THE CITY'S CLASSIFICATION PLAN BY APPROVING THE REVISION OF A CLASSIFICATION SPECIFICATION FOR EQUIPMENT MECHANIC II

WHEREAS, The City has Classification and Compensation Plans, and

WHEREAS, The City has completed classification reviews to establish classification specifications;

NOW, THEREFORE, BE IT RESOLVED, that the City Council authorizes the Interim Administrative Services Director to amend the City's Classification Plan to reflect the revised classification specifications for Equipment Mechanic II.

* *

The foregoing Resolution _____ was adopted by the Tracy City Council on the 3rd day of February, 2015, by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

February 3, 2015

AGENDA ITEM 1.J

REQUEST

THE CITY COUNCIL OF THE CITY OF TRACY ACTING AS THE GOVERNING BODY OF THE SUCCESSOR AGENCY FOR THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF TRACY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS)

EXECUTIVE SUMMARY

The City of Tracy has elected to act as the Successor Agency for the former City of Tracy Community Development Agency following the dissolution of redevelopment agencies by the California State Legislature in February 2012. The attached Recognized Obligation Payment Schedule lists the Enforceable Obligations proposed for payment by the Successor Agency for the period July 1, 2015, through December 31, 2015, as required by law.

DISCUSSION

Effective February 1, 2012, the State of California dissolved redevelopment agencies through the passage of ABX1 26 and replaced them with successor agencies. The City of Tracy City Council elected to serve as the successor agency for the former City of Tracy Community Development Agency (CDA). ABX1 26 also redirected the tax increment funding previously received by the CDA to a Redevelopment Property Tax Trust Fund (RPTTF) held by the County.

The City Council previously approved an Enforceable Obligation Payment Schedule (EOPS) which listed various financial obligations of the City's former CDA including such items as required payments on existing bonds, bond trustee costs and other obligations. This EOPS, once recognized by the state, became the basis for the Recognized Obligation Payment Schedule (ROPS). The law now requires that successor agencies adopt a ROPS twice a year that lists all enforceable obligations proposed for payment in the subsequent six-month period. Funds once received by the CDA, now held in the RPTTF, are used to fund the ROPS. Any excess funds remaining in the RPTTF are then disbursed to the other taxing agencies (e.g. schools, special districts, city & county) who would have otherwise received the property taxes had the CDA not existed. Funds are disbursed on a pro-rata basis with the City of Tracy receiving approximately 17% of the remaining RPTTF. Attached is ROPS 15-16A for the period July 1, 2015, through December 31, 2015.

In summary, of the $1,671,231 in enforceable obligations for this six-month period, $1,546,231 is for outstanding debt obligations and fees of the former CDA including $637,822 for 2003 Tax Allocation Bond A payments, $508,409 for 2003 Tax Allocation Bond B payments, and $400,000 for 2008 Lease Revenue Bond obligation. These bond payments will continue through 2034 for the Tax Allocation Bonds and 2038 for the Lease Revenue Bonds. Administrative costs and associated expenses estimated at $125,000 will be funded with cash currently being held for the Department of Finance.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no fiscal impact to the City's General Fund. Recognized obligations are paid from property tax revenue that previously was allocated to the Tracy Community Development Agency.

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution approving the Recognized Obligation Payment Schedule of the former Tracy Community Development Agency for the period July 1, 2015, through December 31, 2015.

Prepared by: Robert Harmon, Senior Accountant

Reviewed by: Daniel Sodergren, City Attorney
Ray Durant, Interim Administrative Services Director
Maria A. Hurtado, Assistant City Manager

Approved by: Troy Brown, City Manager

ATTACHMENTS

Attachment A – ROPS 15-16A

ATTACHMENT "A"

Recognized Obligation Payment Schedule (ROPS 15-16A) - Summary

Filed for the July 1, 2015 through December 31, 2015 Period

Name of Successor Agency: **Tracy**

Name of County: San Joaquin

	Current Period Requested Funding for Outstanding Debt or Obligation	Six-Month Total
A	**Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding Sources (B+C+D):**	**$ -**
B	Bond Proceeds Funding (ROPS Detail)	-
C	Reserve Balance Funding (ROPS Detail)	-
D	Other Funding (ROPS Detail)	-
E	**Enforceable Obligations Funded with RPTTF Funding (F+G):**	**$ 1,671,231**
F	Non-Administrative Costs (ROPS Detail)	1,546,231
G	Administrative Costs (ROPS Detail)	125,000
H	**Current Period Enforceable Obligations (A+E):**	**$ 1,671,231**

	Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding	
I	Enforceable Obligations funded with RPTTF (E):	1,671,231
J	Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	-
K	**Adjusted Current Period RPTTF Requested Funding (I-J)**	**$ 1,671,231**

	County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding	
L	Enforceable Obligations funded with RPTTF (E):	1,671,231
M	Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)	-
N	**Adjusted Current Period RPTTF Requested Funding (L-M)**	**1,671,231**

Certification of Oversight Board Chairman:
Pursuant to Section 34177 (m) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named agency.

Name	Title
Paul Sensibaugh	Chair

Signature	Date
/s/	3/3/2015

ATTACHMENT "A"

Recognized Obligation Payment Schedule (ROPS 15-16A) - ROPS Detail
July 1, 2015 through December 31, 2015
(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
										Funding Source					
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	Six-Month Total
								$ 83,101,719		$ -	$ -	$ -	$ 1,546,231	$ 125,000	$ 1,671,231
1	2003 Tax Allocation Bonds A	Bonds Issued On or	12/1/2003	12/1/2034	BNY Mellon	Debt Principle Thru 2034	1	26,845,000	N				-		$ -
2	2003 Tax Allocation Bonds A	Bonds Issued On or Before 12/31/10	12/1/2003	12/1/2034	BNY Mellon	Debt Interest Thru 2034	1	14,915,556	N				637,822		$ 637,822
3	2003 Tax Allocation Bonds B	Bonds Issued On or Before 12/31/10	12/1/2003	12/1/2034	BNY Mellon	Debt Principle Thru 2034	1	16,770,000	N				-		$ -
4	2003 Tax Allocation Bonds B	Bonds Issued On or Before 12/31/10	12/1/2003	12/1/2034	BNY Mellon	Debt Interest Thru 2034	1	12,028,643	N				508,409		$ 508,409
5	2008 Lease Revenue Bonds	Bonds Issued On or Before 12/31/10	12/16/2008	12/1/2038	City of Tracy	Agency Share of City debt thru 2038	1	9,600,000	N				400,000		$ 400,000
7	Sucessor Agency Admin Costs	Admin Costs	1/1/2013	6/30/2014	City of Tracy	Sucessor Agency Administration	1	125,000	N					125,000	$ 125,000
8	2003 Tax Alloc. Bonds A & B	Fees	12/1/2003	6/30/2014	BNY Mellon	Payee and trustee expenses	1	14,000	N						$ -
9	SERAF	SERAF/ERAF	1/31/2012	12/31/2012	City of Tracy Housing	SERAF		2,803,520	N						$ -
10									N						$ -
11									N						$ -
12									N						$ -
13									N						$ -
14									N						$ -
15									N						$ -
16									N						$ -
17									N						$ -
18									N						$ -
19									N						$ -
20									N						$ -
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February 3, 2015

AGENDA ITEM 3

REQUEST

PUBLIC HEARING FOR THE APPROVAL OF DEVELOPMENT REVIEW APPLICATION D14-0003 AND DETERMINATION OF A CATEGORICAL EXEMPTION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") FOR A 45,500 SQUARE FOOT MEDICAL OFFICE BUILDING LOCATED AT 445 WEST EATON AVENUE AND A PARKING LOT AT 418, 424, 432, AND 434 WEST EATON AVENUE AND 426 W. BEVERLY PLACE - APPLICANT IS DAVID O. ROMANO AND PROPERTY OWNER IS SUTTER GOULD MEDICAL FOUNDATION, APPLICATION NUMBER D14-0003

EXECUTIVE SUMMARY

This agenda item is the approval of Sutter Gould Medical Foundation's (Sutter) Development Review application for a two-story medical office building and associated parking areas. On September 2, 2014, the City Council granted the applicant's appeal and vacated the Planning Commission's denial of the project and directed staff to bring the item back with proposed findings, environmental documentation in accordance with CEQA, and Conditions of Approval for the project.

DISCUSSION

Background

Pursuant to City of Tracy Municipal Code Article 30 ("Development Review Ordinance"), on January 14, 2014, Sutter submitted a Development Review application to demolish the 25,000 square foot Eaton Medical Plaza building at the northeast corner of Eaton Avenue and Bessie Avenue and construct a new 45,500 square foot medical office building and associated parking areas on site and across Eaton Avenue. On March 26, 2014, the Planning Commission discussed and denied the project because the project, as designed, could introduce undesirable impacts to neighboring properties. On April 9, the applicant submitted an appeal of the Planning Commission's denial. On September 2, 2014, the City Council considered the appeal and voted 4:1 to grant the applicant's appeal, vacate the Planning Commission's denial of the project, and give the applicant the opportunity to make minor building and site design changes proposed by the applicant (Attachment A: Project plans; Attachment B: Meeting minutes excerpt). The City Council further directed that the project be brought back to City Council with proposed findings pursuant to the Development Review Ordinance, environmental documentation in accordance with CEQA, and recommended Conditions of Approval. The Council may consider the proposed findings based on substantial evidence in the City Council Resolution and the recommended Conditions of Approval to ensure compliance with City regulations that are attached to the City Council Resolution.

Traffic and Circulation

At the September 2 meeting, the City Council and several audience members commented on traffic impacts generated by this project. A traffic study prepared by

TJKM, consulting traffic engineers hired by the City, has been conducted and concluded that the project will not cause the levels of service on the surrounding street network to fall below adopted City standards (Attachment D).

Off-Street Parking

A concern was raised by the residents that the Sutter Tracy Community Hospital does not have enough parking and asked that this project provide enough additional parking to satisfy the deficiency.

The Tracy Municipal Code establishes minimum off-street parking requirements for hospitals based on the number of beds rather than building square footage, which is the basis of parking requirements for medical office facilities other than hospitals. At a rate of 1 space per bed, the hospital would need approximately 80 spaces, and there are over 330 spaces provided on site. The off-street parking requirement for the hospital is satisfied and there is no deficiency below the minimum requirement.

In addition, the Tracy Municipal Code does not require new projects constructed independently of existing developments to satisfy any parking deficiencies the existing developments may have. According to the applicant, the proposed medical office building project is not an extension of the hospital or otherwise a part of the hospital, but rather, it will function as a separate facility located near the hospital for the convenience of its patients. The applicant is providing 21 spaces in excess of the minimum parking requirements to serve the medical office building. The minimum off-street parking requirement for medical offices is 1 space per 200 square foot of building area. The proposed medical office building would therefore require 228 spaces, and 249 spaces are proposed to be provided between the two parking areas.

Environmental Document

An environmental analysis was undertaken for the project with the assistance of two consulting firms, De Novo Planning Group, and TJKM consulting traffic engineers. The analysis is Attachment D to the staff report. Based on the analysis, it has been determined that the project is exempt from CEQA pursuant to Section 15332, relating to infill development projects.

FISCAL IMPACT

This agenda item will not require any expenditure of City funds. The staff time spent processing the application is funded by the applicant through a Cost Recovery Agreement.

STRATEGIC PLAN

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

RECOMMENDATION

Based on previous City Council direction, staff recommends that the City Council conduct a public hearing on the application and consider the findings, environmental review documentation, and Conditions of Approval.

Prepared by: Kimberly Matlock, Assistant Planner

Reviewed by: Bill Dean, Assistant Development Services Director
Andrew Malik, Development Services Director
Maria A. Hurtado, Assistant City Manager

Approved by: Troy Brown, City Manager

ATTACHMENTS

Attachment A – Site, Civil, Floor, Landscape, Elevation, Construction Phasing Plans, and Materials Packet (Oversize: Copies available in Development Services Department, City Hall)
Attachment B – Excerpt from September 2, 2014 City Council Meeting Minutes
Attachment C – Staff Report dated September 2, 2014
Attachment D – CEQA Documentation, Traffic Study, and Noise Study

ATTACHMENT B

4. PUBLIC HEARING TO CONSIDER AN APPEAL OF THE PLANNING COMMISSION DENIAL OF DEVELOPMENT REVIEW APPLICATION D14-0003 FOR A 45,000 SQUARE FOOT MEDICAL OFFICE BUILDING LOCATED AT 445 WEST EATON AVENUE AND A PARKING LOT AT 418, 424, 432, AND 434 WEST EATON AVENUE APPLICANT IS DAVID O. ROMANO AND PROPERTY OWNER IS SUTTER GOULD MEDICAL FOUNDATION, APPLICATION NUMBER APL14-0001 – Kimberly Matlock, Assistant Planner, presented the staff report and used a power point in her presentation.

The Sutter Gould Medical Foundation is in the process of expanding their medical campus on Eaton and Bessie Avenues. Staff supports Sutter's concept which will expand medical services offered to the Tracy community.

The project site is located on the southeast perimeter of the Medical Office (MO) zone where the Eaton Medical Plaza currently sits, adjacent to existing single-family homes zoned Medium Density Residential. Many properties in the MO zone are still occupied by residential uses that were constructed around the 1920's, prior to the establishment of the MO zone in 1988. Over time, several of these properties have been converted to medical offices with City permits.

Sutter's Development Review application proposes a new 45,000 square foot medical office building and associated parking areas with access from Eaton Avenue, Bessie Avenue, and Beverly Place. Sutter proposes to keep the Eaton Medical Plaza building operational while the new facility and parking areas are constructed. Eaton Medical Plaza building will then be demolished and parking areas will be constructed in a phased construction plan over approximately 18 months. Additional employee parking is proposed to be constructed on the south side of Eaton Avenue with two driveways onto Eaton Avenue. Sutter's proposed two-story building employs a mix of modern materials and colors.

While medical office uses are permitted, the City has an opportunity to ensure successful integration of the building and site improvements with the adjacent residential neighborhoods through the Development Review permit process. Site planning considerations include the following:

- Mitigation of light, noise, privacy, and undesirable aesthetic impacts of the building on neighboring residences
- Building location and architecture that is complementary with the buildings in the vicinity and neighborhood context
- Streetscape experience after the removal of buildings and trees currently lining Eaton Avenue
- Improved vehicular circulation by locating the driveways further from the intersections
- Improved pedestrian circulation by encouraging pedestrian use of the crosswalk when the building is closer to the intersection

- Loss of established mature on-site trees and street trees on Eaton Avenue

Final actions on Development Review permits are made by the City Council, the Planning Commission, and in some cases, the Development Services Director. Due to the community interest in the project, the Development Services Director determined that the community would be better served through the public hearing process at Planning Commission, which took place on March 26, 2014. Several members of the public spoke in opposition of the project as designed, citing reasons related to building proximity to houses, building height, undesirable aesthetic impacts, lack of sufficient parking, increase in traffic, detriment to the established neighborhood's character, loss of mature shade trees, and the unlikeliness of the Valley Oak surviving its extraction and replanting.

The concept of holding the building to the corner was also discussed at the March 26th public hearing. This concept is a design tool that is considered with any development project and is most successful when it achieves a higher quality design at prominent intersections. Following the discussion, the Planning Commission stated that while they are not opposed to Sutter's building and services expansion, the project could not be approved as designed and voted to deny the project.

Ms. Matlock closed her presentation by showing a series of slides which depicted the location and architecture of the homes, medical buildings, the hospital and a two-story medical office building in Stockton located on a street with parking behind.

Mayor Ives opened the public hearing.

Dave Romano, LDA Partners, used a power point in his presentation. Mr. Romano gave an overview of the site, the project and the services which would be provided at the facility. On October 3, 2013, a meeting was held with local residents and changes were made to the original plan. More changes were suggested by the Planning Commission in order to be sensitive to the neighborhood and to give Tracy the best possible project. Mr. Romano stated the site is zoned for this project and discussed access and circulation in and out of the building. Substantial changes have been made to the project and Mr. Romano added this is the best design for the community.

Jacob Beury, Project Manager, also used a power point in his presentation and stated he had met with the Planning Commission in March and discussed how to improve the project even further. Mr. Beury discussed pedestrian and vehicular access to the project, the materials which would be used, and the landscaping. Mr. Beury indicated the project would be a two story building replacing the three story building which is currently on the site.

Dr. David Pedersen, Family doctor with Gould Medical Group which became affiliated with Sutter in the 1990s, stated Tracy has a need for an integrated medical system which puts the patient first and focuses on patient care. This medical facility will partner with Sutter Tracy to provide one-stop shopping for patients in adult and pediatric medicine.

Dave Thompson, Chief Executive Officer, Sutter Tracy Community Hospital, stated the hospital has 550 employees, 300 of which live in Tracy. Fully occupied the facility will add 70 new non-physician jobs with a medical payroll of $4 million per year. With the addition of new physicians the payroll will increase to $6 million per year. Jobs include

benefits and a pension plan. Additional jobs will be created as the number of patients increase. This facility will expand medical care in Tracy and throughout the surrounding communities. Three neighborhood meetings have been held and discussions have occurred with adjacent land owners. Several property owners have expressed their support of the project. Parking has also been improved not only for the new facility but also for the medical offices in the area. Several changes and enhancements to the project have been made, and Mr. Thompson asked Council to grant the appeal.

Pete Mitracos, Resident, on behalf of Concerned Neighbors of Sutter, offered a power point in his presentation, and stated he agreed with the decision made by staff. There is a lack of adequate parking on the site and traffic congestion will be increased. Mr. Mitracos gave an overview of Sutter's Central Valley Expansion history, the profit made by the various medical entities, and suggested that very little community benefit is received from Sutter. Mr. Mitracos questioned whether Sutter will increase the number of jobs or simply move doctors and staff from existing buildings.

Mr. Mitracos gave a brief overview of Sutter's interest in building at the Gateway Business Park, which after it failed resulted in Sutter purchasing Eaton Medical. In 2013 Sutter began discussions with City planning staff and in March 2014 the Planning Commission unanimously denied Sutter's application for the current project.

Mr. Mitracos discussed the parking situation and indicated the project could be short as many as 469 parking places. Mr. Mitracos stated site planning issues have not been addressed and suggested the project be sent back to planning staff. Mr. Mitracos compared a number of medical facilities in the area which are similar in size to the current project but which are built on much larger sites. In closing, Mr. Mitracos stated the City needs to set the standards and uphold them, and asked Council to deny the appeal.

Arch Bakerink, 1030 Central Avenue, questioned the financial statements presented by Mr. Mitracos. Mr. Bakerink was concerned with what would happen if the project is not built and stated he believed the hospital would lose doctors. Mr. Bakerink believed the project would create jobs and more highly paid and qualified health care workers, and concluded by stating his support for the project.

Steve Nicolaou, 1068 Atherton Drive, suggested that any Council Member who sits on a board which receives donations from the Tracy Hospital Foundation should consider recusing themselves from voting on this item.

A number of handouts in support of, and in opposition to the project were provided to the Council from residents who were unable to attend the meeting.

Residents who spoke in opposition to the project voiced their concerns related to traffic, pollution and parking issues, loss of peacefulness in the area, the building violates the character of the neighborhood and will contribute to urban blight, the project does not meet the requirements of the City's General Plan, the project is too large for a residential area and Gateway would be a better fit, and the lack of an environmental impact report.

Other speakers agreed the facility was needed but not at the proposed location.

Residents who spoke in favor of the project cited a belief in the Sutter vision, the fact that the owner has the right to build, the medical care provided for battered and homeless women, the quality health care services which will be brought to Tracy, doctors will have quicker access to patients in emergency care and ICU, and the fact that the area is zoned for medical office buildings.

Mayor Ives closed the public hearing.

Mayor Ives recessed the meeting at 9:40 p.m. The meeting was reconvened at 9:50 p.m.

Council Member Rickman referred to the Planning Commission minutes of March 26, 2014, and asked staff to comment. Bill Dean, Assistant Director, Development Services responded the project is not inconsistent with the General Plan, but could be improved by modifying the architecture and relocating the building further away from the residents.

Council Member Rickman referred to the General Plan Objectives and Design goals and Standards included in the staff report and asked why it was important to have this building in this position. Mr. Dean responded because it is a site that provides an opportunity to create a more pedestrian feel and one way to achieve that is to bring the building up to the corner. This site also provides an opportunity to move a 45,000 square foot development further away from the residents.

In response to a question from Council Member Rickman regarding the neighborhood's historical component, Mr. Dean responded when new development occurs in certain neighborhoods the City tries to blend the development with the architectural theme in order to soften the look and better integrate the buildings.

Council Member Rickman asked Mr. Dean to comment on the traffic aspect. Mr. Dean responded when staff considers a development it is not just vehicular traffic, but an opportunity to look at multi modal connectivity and mobility throughout the community. One way to do that is to create development that adds to the pedestrian safety feel of an area.

Council Member Manne stated significant changes have been made by the Planning Commission and asked at what point the item is no longer an appeal but a new agenda item. Mr. Dean responded this item is an appeal of an application which was sent to Planning Commission and denied. The item before you has not been evaluated in detail by staff. Dan Sodergren, City Attorney, stated Council should make its decision on what staff presented originally. If Council likes what was proposed by Sutter the changes could be incorporated into the Conditions of Approval and would not need to go back to the Planning Commission. However, at the discretion of the Council the changes could be sent back to the Planning Commission.

Council Member Manne asked why an EIR had not been done. Mr. Dean responded when denial of a project is recommended a CEQA analysis is not required. However, if the application moves forward some issues would be revisited including traffic studies.

In response to a question from Council Member Manne regarding whether Council Members would have to recuse themselves from voting on this issue if they sat on the board of a non-profit organization which received donations from the Hospital

Foundation, Mr. Sodergren responded he did not see it as a conflict. Mr. Manne stated he did not have a conflict.

Council Member Rickman asked what the hours of operation would be for the facility, and how an increase in the number of patients would be accommodated. David Camboia, Director of Business Development for Sutter Gould Medical Foundation, stated the facility will serve 20,000 initially, and 45,000 patients with a full complement of staff. Normal hours of operation would be 8 a.m. to 5 p.m. Some departments would be able to offer services from 6 a.m. to 8 p.m., but that is not the intent at this time. However, in the future, if the building reaches full capacity the hours will be extended to accommodate the additional patients.

In response to a question from Council Member Rickman regarding the building setup, Mr. Beury stated the building is similar to other Sutter medical facilities in many ways, although this facility has many specialty service areas which are designed differently and located closer to the areas they serve. The layout of this building has been designed for the site, the neighborhood, proximity to the hospital and for the specialties it offers.

Council Member Rickman asked why the building cannot be relocated if the layout is designed for the site. Mr. Beury responded that moving the building would create a number of different problems including placing a busy entrance next to the homes. Mr. Beury responded the facility has been built to a campus design which is centered around an open area with buildings flanking it. Moving the building would weaken the campus design.

Mayor Pro Tem Maciel stated he had visited the site and talked with the residents who had offered a number of alternatives regarding how the building sits on the site. Mayor Pro Tem Maciel stated if Council is to embrace the building at this site, it will generate traffic, and it will change the character of the neighborhood. However, the Council has an entity before them willing to spend a lot of money to create jobs which will add millions of dollars to the community through payroll, and will enhance the level of medical service to residents. Mayor Pro Tem Maciel stated he believed the project does adhere to the General Plan provisions, and if the appeal is granted Sutter will continue to have an obligation to be a good neighbor. Mayor Pro Tem Maciel stated he would support the appeal with the conditions that have been laid out. In response to a question from Mayor Pro Tem Maciel related to traffic and environmental review, Mr. Dean stated some type of environmental review and traffic study would be conducted. Mayor Pro Tem Maciel stated he was not sure some of the concerns rise to the requirements of the General Plan and added he believed the facility would be an improvement to the neighborhood.

Council Member Young suggested the Council step back and listen to the community. The Council is challenged to look at in the bigger picture to determine what is best for Tracy. The hospital will be serving newer generations long after current residents are gone, but added the Council has to look at what it wants for the City now. Council Member Young stated many of the issues that had been brought up were provided with alternatives in the presentations.

Council Member Manne stated that throughout the process he had kept an open mind. The decision is not an easy one, but Council Member Manne stated he was concerned with the health and safety of the community and added he had to agree with the applicant.

Council Member Rickman stated Sutter has benefitted the community and he believed this project was a good one which would provide an economic boost to the City. However, there has to be a balance between Sutter and the surrounding neighborhood. Council Member Rickman added that taking into consideration the General Plan requirements he was concerned with the lack of privacy, devaluation of property, aesthetic impact and the buffer zone. Council Member Rickman stated he wanted to know specifically why the building could not be moved to the corner to provide a buffer, and added he wanted the project sent back to Planning Commission to have some of the residents' concerns addressed.

Mayor Ives stated many years ago a decision was made to locate medical facilities in the area and questioned whether where this facility was located on the site would make a substantial difference. The medical zone has served the community well and if this facility improves medical services to the community it is worthy of further evaluation. Education, jobs and healthcare are important to the whole community. Mayor Ives stated he was willing to grant the appeal with the understanding that there is some improvement that the public process has determined. Not every change the neighbors want has been granted, but Sutter has made many changes. Mayor Ives added he was in favor with the understanding that the application will have to go through the standardized process.

In response to a question from Council Member Rickman, Mr. Sodergren stated Council can deny the appeal, or uphold the appeal with or without conditions. If the motion is approved to uphold the appeal with conditions as proposed by the applicant, staff would bring back draft findings, draft Conditions of Approval and draft environmental documents for Council to review.

Council Member Manne motioned to approve the appeal with conditions as relayed by the applicant. Mayor Pro Tem Maciel seconded the motion. Voice vote found Council Member Manne, Mayor Pro Tem Maciel, Council Member Young and Mayor Ives in favor; Council Member Rickman opposed. Motion carried 4:1.

ATTACHMENT C

September 2, 2014

AGENDA ITEM _____

REQUEST

PUBLIC HEARING TO CONSIDER AN APPEAL OF THE PLANNING COMMISSION DENIAL OF DEVELOPMENT REVIEW APPLICATION D14-0003 FOR A 45,000 SQUARE FOOT MEDICAL OFFICE BUILDING LOCATED AT 445 WEST EATON AVENUE AND A PARKING LOT AT 418, 424, 432, AND 434 WEST EATON AVENUE APPLICANT IS DAVID O. ROMANO AND PROPERTY OWNER IS SUTTER GOULD MEDICAL FOUNDATION, APPLICATION NUMBER APL14-0001

EXECUTIVE SUMMARY

This agenda item is an appeal of the Planning Commission's denial of Sutter Gould Medical Foundation's Development Review Application D14-0003 (Sutter). Sutter is proposing to demolish an existing medical office building and construct a new larger medical office building and associated parking lots on Eaton Avenue, east of Bessie Avenue. On March 26, 2014, the Planning Commission discussed and denied the project because the project, as designed, proposes undesirable impacts to neighboring properties. David O. Romano filed an appeal with the City Clerk, and requested that the appeal be discussed by the City Council. No justification for the appeal was included in the appeal request letter (Attachment A).

DISCUSSION

Project Description, Background, and Location

Sutter is proposing to construct a new 45,000 square foot medical office building and associated parking areas. The project would require the demolition of an existing 25,000 square foot medical office building known as Eaton Medical Plaza and existing residential buildings. According to the applicant, the existing Eaton Medical Plaza building is approximately 60% occupied by Sutter and independent health care professionals. Sutter proposes to keep the building in operation while the new facility and parking areas are constructed, then demolish the Eaton Medical Plaza building and install parking areas in its place. The project is proposed to be constructed in phases lasting up to 18 months, according to the applicant.

The project site is east of the intersection of Eaton Avenue and Bessie Avenue, near the Tracy Sutter Community Hospital (Attachment B). The project site is made up of a 2.6 acre parcel on the north side of Eaton Avenue (comprised of two lots) and a 1.3-acre parcel on the south side of Eaton Avenue (comprised of four lots). A two-story medical office building and parking area are proposed on the northern parcel and additional parking is proposed on the southern parcel (Attachment C). Both parking areas are required to serve the facility and comply with the off-street standards established in the Tracy Municipal Code.

The project site is designated Office in the General Plan and zoned Medical Office (MO). It is bordered by the MO zone to the north and west and by the Medium Density

Residential (MDR) zone to the east and south. Medical offices are a permitted use in the MO zone.

There are existing residences and medical office uses in the vicinity. Many properties in the MO zone are still occupied by residential uses that were constructed around the 1920's, prior to the establishment of the MO zone in 1988. Over time, several of these properties have been converted to medical offices with City permits.

Application Review

The project site lies on the eastern edge of the MO zone (Attachment B), adjacent to existing single-family homes. While medical office uses are permitted, the City has an opportunity to ensure successful integration of the building and site improvements with the adjacent residential neighborhoods through the Development Review permit process. Site planning considerations include the following:

- Mitigation of light, noise, privacy, and undesirable aesthetic impacts of the building on neighboring residences
- Building location and architecture that is complementary with the buildings in the vicinity and neighborhood context
- Streetscape experience after the removal of buildings and trees currently lining Eaton Avenue
- Improved vehicular circulation by locating the driveways further from the intersections
- Improved pedestrian circulation by encouraging pedestrian use of the crosswalk when the building is closer to the intersection
- Loss of established mature on-site trees and street trees on Eaton Avenue

Staff communicated with the applicant during the pre-application and application review period to resolve design issues and attain a design that complies with City regulations and standards, further described below. The applicant has ultimately decided to propose the project to be constructed as shown in the plans dated March 4, 2014, (Attachment C) and requested the project be brought before the Planning Commission for consideration without further modification as requested by staff. Final actions on Development Review permits are typically made by the Development Services Director; however, in accordance with Tracy Municipal Code (TMC) Section 10.08.4020, the Director may refer applications to the Planning Commission. Due to the community interest in the project, the Development Services Director has determined that it would be best to involve the Planning Commission in the project discussion and action at the public hearing held on March 26, 2014, further described below.

Development Review Findings

TMC Section 10.08.3990 establishes the required findings for the approval of a Development Review application. Below are the findings that, in staff and Planning Commission's assessments, indicate that the project cannot be approved as proposed.

TMC 10.08.3990(b): The benefits of occupancy of other property in the vicinity is impaired.

The existing residences adjacent to the project site will be negatively impacted in the areas of light, noise, and privacy due to the close proximity of the building to the residences. The building is proposed to be approximately 30 feet from the rear yards of these homes.

TMC 10.08.3990(f): Unsightliness which, if permitted to exist, causes a decrease in the value of surrounding properties.

The project proposes two large parking areas, both of which will be readily visible from the public streets, the residences, and the businesses in the vicinity.

General Plan Objectives and the Design Goals and Standards

The General Plan establishes the goals, objectives, policies, and actions for development in the City. The Design Goals and Standards, adopted by City Council in 2002, establishes specific design criteria for achieving high quality architecture, site planning, and landscaping throughout the commercial areas of the City. The General Plan contains many policies which should be read together as a means for the community to broadly interpret their meaning and application to any specific situation. The following are relevant policies and standards, and the project could be revised to better further these objectives and standards.

General Plan Urban Design Principle 5: Building Siting to Hold Corners
Building siting to "hold corners" refers to the practice of placing development on sites located at the corner lots of intersections built close to or at the lot line. Strategically placing it on corner sites gives better definition to an intersection, which makes pedestrians feel less exposed to the adjacent traffic. Ensuring that buildings in Tracy are designed to hold the corners of key intersections will enhance the visual quality and the safety of the pedestrian environment as compared to development that provides "a sea of asphalt" to passersby.

General Plan Objective CC-1.1, Policy P3: All new development and redevelopment shall adhere to the basic principles of high-quality urban design, architecture and landscape architecture including, but not limited to, human-scaled design, pedestrian-orientation, interconnectivity of street layout, siting buildings to hold corners, entryways, focal points and landmarks.

The building is proposed to be located in the central portion of the site, set back approximately 165 feet from the corner of Bessie and Eaton Avenues, and construct a parking area between the building and the corner. The applicant proposes to screen public views of the parking area with a large oak tree relocated from its current location in the center of the existing parking area, along with other new landscaping. While landscaping can be effective at screening parking areas, staff believes this objective could be better furthered by locating the building at the corner.

General Plan Objective CC-3.1, Policy P1: The City shall encourage the preservation, enhancement and conservation of historic and older neighborhoods, such as Lincoln Park, through its direct actions.

General Plan Objective CC-3.1, Policy P3: New development, redevelopment, alterations and remodeling projects should be sensitive to surrounding historic context.

General Plan Objective CC-6.3: Preserve and enhance character of existing residential neighborhoods.

> While the building's proposed architecture is high in quality and incorporates many positive and aesthetically-pleasing features, it is modern in character with its use of large, square building massing, repetitive window placement, industrial materials and colors, and flat parapet roofs. The neighboring residences are primarily single-story bungalow and cottage-style buildings, employing features such as wood siding, brick accents, pitched rooflines, and porches. By incorporating some of these features, the building could relate better to the context of existing development in the vicinity and better further these General Plan objectives.

Commercial Design Standard 6: Corporate identity shall be secondary in the design of projects, and projects should be consistent in integrity with the architecture of the surrounding community.

> According to the applicant, the building's architecture is a reflection of Sutter's new corporate image that is being introduced in the Central Valley. The architecture would be more consistent with that of the surrounding community by either incorporating brick to match the nearby hospital or by emulating design elements characteristic of the nearby bungalow and cottage-style houses.

Commercial Design Standard 7: All separate structures on a site shall have consistent architectural detail and design elements to create a cohesive project site.

> Sutter has explained that this medical facility will be an extension of their hospital services and desires to develop a "Sutter campus" in this area of Tracy. The two distinctly different architectural building styles and the placement of the new facility further away from the hospital weakens the "campus" design. The "campus" feel could be strengthened by locating the building at Bessie Avenue to be closer to the hospital and by designing the building to match the hospital architecturally.

General Plan Objective CC-11.3: Minimize the impact of parking on the pedestrian environment in Employment Areas.

Commercial Design Standard 5: Parking areas should be de-emphasized by placing them behind well-designed buildings. Grade differences between the street and a parking lot are also helpful to detract from the view of a "sea of cars" and direct attention to the buildings on the site while also giving a feeling of separation from the commercial area to the street.

> The parking area is proposed to be located in front of the building to be highly visible from Bessie and Eaton Avenues. The parking area could be better de-emphasized by locating the building at the corner and the parking area to its rear. The employee parking area on the south side of Eaton Avenue could be visually

mitigated by constructing a visual barrier along Eaton Avenue, or both parking areas could be constructed at a lower grade than the street, or further screened.

General Plan Objective CIR-1.6: Maximize traffic safety for automobile, transit, bicycle users, and pedestrians

A new driveway is proposed on Eaton Avenue approximately 100 feet east of the intersection of Eaton and Bessie Avenues. Circulation best practices demonstrate that locating driveways further from intersections improves the efficiency and flow of circulation. Additionally, two mid-block crossings are proposed; one on Eaton Avenue to the proposed employee parking area and one on Bessie Avenue to the hospital. The City Engineer has determined that the mid-block crossings are not warranted for safety and will not improve circulation on these streets. Pedestrians may legally cross at any point on both streets, and the intersection at Eaton and Bessie Avenues has been specifically designed for safe and efficient handicapped-pedestrian crossings.

General Plan Objective OSC-5.1, Policy P1: The City shall promote development patterns and construction standards that conserve resources through appropriate planning, housing types and design, and energy conservation practices.

General Plan Objective OSC-5.1, Policy P2: The City shall encourage the establishment and maintenance of trees on public and private property to create an urban forest.

Landscape Design Goal 4: Maintain mature landscape areas

The new driveway proposed on Eaton Avenue is in the same location as two mature street trees. Construction of the driveway at this location would require the removal of these mature trees. These mature trees could be preserved with the building located at the corner and the building and driveway located away from existing trees.

Neighborhood Concerns

The City typically encourages project applicants to meet with project site neighbors when the proposed project may be of interest or have an effect on those neighbors. During application review, neighbors contacted staff with concerns relating to the building location and anticipated light and noise impacts. On September 3, 2013, the City received a petition addressed to Sutter Gould and the City of Tracy signed by 29 residents in opposition to the project as designed and highlighted three desired project modifications (Attachment D). These included locating the building at the corner, preserving the largest oak tree and incorporating it into the site design, and relocating the trash enclosure, ambulance services, and other typically noisy appurtenances further from the residences. The applicant subsequently held neighborhood meetings on October 3 and October 20, 2013, which staff learned about through articles published in the Tracy Press. According to the Tracy Press, primary concerns raised by the neighbors included noise, traffic and parking, lack of privacy, and preservation of established trees. These concerns mirror the concerns outlined in the September 3, 2013, petition. According to the applicant, some of these requests have been

acknowledged in the project design, including planting of a landscape screen along the eastern perimeter, relocating the trash enclosure to the interior of the site, and working with an arborist to preserve and replant the largest Valley Oak tree elsewhere on the site. Another neighborhood meeting was held on July 17, 2014, where the applicant presented modified plans. The modified architecture was generally positively received, but the neighbors felt that it was not enough to make up for the location and mass of the building as proposed. These modified plans have not been submitted to the City for application review.

Planning Commission Discussion

On March 26, 2014, the Planning Commission met to discuss the project, with one Commissioner abstaining. Staff delivered a staff report recommending denial based on the matters described above, and representatives on behalf of the applicant presented a PowerPoint presentation. A number of residents spoke in opposition of the project as designed, citing reasons relating to building proximity to houses, building height, undesirable aesthetic impacts, lack of sufficient parking, increase in traffic, detriment to the established neighborhood's character, loss of mature shade trees, and unlikeliness of the Valley Oak surviving its extraction and replanting. No members of the public spoke in favor of the project as proposed. After discussion, the Planning Commission stated that while they are not opposed to Sutter's building and services expansion, the project could not be approved as designed and unanimously voted to deny the project based on the inability to make the findings for approval of Development Review. The minutes from this meeting are attached to the staff report.

Environmental Document

The project is exempt from CEQA pursuant to Guidelines Section 15270, projects which are disapproved. This exemption pertains to projects which a public agency rejects or disapproves.

FISCAL IMPACT

This agenda item will not require any expenditure of funds. The staff time spent processing the application was funded by the receipt of the required application processing fees.

STRATEGIC PLAN

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

RECOMMENDATION

As described above, the project may need to be revised in order to meet City goals and policies. Staff communicated these goals and policies with the applicant during the pre-application period and on numerous occasions during the application review process to resolve design issues and achieve a design that complies with City regulations and standards. The applicant has ultimately decided to propose the project to be constructed

as shown in the plans dated March 4, 2014, and requested the project be brought before the Planning Commission for consideration.

Staff recommends that the City Council deny the appeal based on the findings contained in the City Council Resolution dated September 2, 2014, and ask the applicant to submit a revised application more closely meeting City policies.

Prepared by: Kimberly Matlock, Assistant Planner

Reviewed by: Bill Dean, Assistant Development Service Director
Andrew Malik, Development Services Director

Approved by: Maria A. Hurtado, Assistant City Manager
Troy Brown, City Manager

ATTACHMENTS

Attachment A – Appeal Request Letters
Attachment B – Location Map
Attachment C – Site, Civil, Floor, Landscape, Elevation, and Construction Phasing Plans
(Oversize: Copies available in Development Services Department, City Hall)
Attachment D – Resident Petition Received September 3, 2013 (Excerpt)
Attachment E – Planning Commission March 26, 2014 Meeting Minutes (Excerpt)

ATTACHMENT D

CEQA 15332 EXEMPTION ANALYSIS

FOR THE

SUTTER MEDICAL OFFICE BUILDING PROJECT

JANUARY 2015

Prepared for:

City of Tracy
Department of Development Services
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Prepared by:

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INTRODUCTION

The following pages provide an analysis of the proposed Tracy Sutter Medical Office Building Project (project) with respect to the project's environmental review requirements under the California Environmental Quality Act (CEQA).

As explained in the following pages, the proposed project is exempt from CEQA's environmental review requirements under the Class 32 Categorical Exemption provided by CEQA Guidelines section 15332 (the "Class 32 Exemption for In-Fill Development Projects").

PROJECT OVERVIEW

Project Proposal: Demolish an existing three-story 25,000 square foot medical office building and residential buildings and construct a new two-story, 45,500 square foot medical office building and associated parking areas onsite and offsite.

Project location: Building and parking area at 445 W. Eaton Avenue (APN 233-083-27). Additional parking lot at 418, 424, 432, and 434 W. Eaton Avenue (APN 233-084-03, 233-084-05, 233-084-06, 233-084-12). Existing parking will remain at 426 W. Beverly Place (APN 233-076-05).

Site size: Building on 2.7 acres and additional parking lot on 1.2 acres.

Access: Eaton Avenue, Bessie Avenue, and Beverly Place.

Zoning and General Plan Designation: Zoned Medical Office and designated Office in the General Plan. The site is surrounded on two sides by the Medium Density Residential zone (with existing residences).

Surrounding land uses: Residential uses to the east and south; medical office and some residential uses to the west and north.

The general project location is shown on Figure 1. Zoning on the project site and the surrounding areas is shown on Figure 2. General Plan designations for the project site and the surrounding areas is shown on Figure 3. Surrounding land uses and adjacent roadways are shown on Figure 4.

PUBLIC RESOURCES CODE SECTION 21084 AND CEQA GUIDELINES SECTION 15332 EXEMPTIONS

Section 21084 of the Public Resources Code requires the CEQA Guidelines to include a list of classes of projects which have been determined not to have a significant effect on the environment and which shall, therefore, be exempt from the provisions of CEQA.

In response to that mandate, the Secretary of Resources has found that several classes of projects, listed in Article 19 of the CEQA Guidelines, do not have a significant effect on the environment, and they are declared to be categorically exempt from the requirement for the preparation of environmental documents.

CEQA GUIDELINES SECTION 15332

Section 15332, Class 32, consists of projects characterized as in-fill development meeting the conditions described in this section.

a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.

c) The project site has no value, as habitat for endangered, rare or threatened species.

d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

e) The site can be adequately served by all required utilities and public services.

ANALYSIS

The following analysis addresses the project's consistency with the requirements of Section 15332 of the CEQA Guidelines.

a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

The project site is designated Office (O) by the Tracy General Plan. The proposed project is consistent with this land use designation. As described in the Tracy General Plan,

> *"The purpose of this designation is to provide for the maintenance and expansion of the job and economic base of the City of Tracy and to provide more Tracy residents with the potential to work in the City. Office parcels may have a maximum FAR of 1.0. The Office designation provides sites for office and research and development uses that accommodate high-tech, medical/hospital, legal, insurance, government and similar users."*

The proposed medical office use is an allowed use in the Office land use designation. The 45,500 square foot medical office building would be constructed on a 2.7-acre site (117,612 square feet), and would have a floor-area ratio (FAR) of approximately 0.38.

The project site is zoned Medical Office. The proposed use is consistent with this zoning designation, and the project complies with all applicable zoning regulations including height, setbacks, parking, and other applicable development standards.

b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.

The project site is located within the City Limits, and consists of two parcels totaling 3.9 acres. As shown on Figure 4, the site is substantially surrounded by urban uses, including medical

office uses to the north and west, the Sutter Tracy Community Hospital to the west, and medium density residential uses to the south and east.

c) The project site has no value, as habitat for endangered, rare or threatened species.

The 2.7-acre site of the proposed medical office building is currently developed with medical office uses and associated parking areas. There is no natural habitat on the site that would support special status species, including endangered, rare, or threatened species. The 1.2-acre site of the proposed parking lot is currently developed with paved parking and access areas, various residential structures, and contains no natural habitat.

The project site is located within the jurisdiction of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan ("Plan" or "SJMSCP") and is located within the Central/Southwest Transition Zone of the SJMSCP. The San Joaquin Council of Governments (SJCOG) prepared the Plan pursuant to a Memorandum of Understanding adopted by SJCOG, San Joaquin County, the United States Fish and Wildlife Service (USFWS), the California Department of Fish and Game (CDFG), Caltrans, and the cities of Escalon, Lathrop, Lodi, Manteca, Ripon, Stockton, and Tracy in October 1994. On February 27, 2001, the Plan was unanimously adopted in its entirety by SJCOG. The City of Tracy adopted the Plan on November 6, 2001.

According to Chapter 1 of the SJMSCP, its key purpose is to "provide a strategy for balancing the need to conserve open space and the need to convert open space to non-open space uses, while protecting the region's agricultural economy; preserving landowner property rights; providing for the long-term management of plant, fish and wildlife species, especially those that are currently listed, or may be listed in the future, under the Federal Endangered Species Act (ESA) or the California Endangered Species Act (CESA); providing and maintaining multiple use Open Spaces which contribute to the quality of life of the residents of San Joaquin County; and, accommodating a growing population while minimizing costs to project proponents and society at large."

In addition to providing compensation for conversion of open space to non open space uses, which affect plant and animal species covered by the SJMSCP, the SJMSCP also provides some compensation to offset impacts of open space conversions on non-wildlife related resources such as recreation, agriculture, scenic values and other beneficial open space uses. Specifically, the SJMSCP compensates for conversions of open space to urban development and the expansion of existing urban boundaries, among other activities, for public and private activities throughout the County and within Escalon, Lathrop, Lodi, Manteca, Ripon, Stockton, and Tracy.

Participation in the SJMSCP is voluntary for both local jurisdictions and project applicants. Only agencies adopting the SJMSCP would be covered by the SJMSCP. Individual project applicants have two options if their project is located in a jurisdiction participating in the SJMSCP: mitigating under the SJMSCP or negotiating directly with the state and/or federal permitting agencies. If a project applicant opts for SJMSCP coverage in a jurisdiction that is participating under the SJMSCP, the following options are available, unless their activities are otherwise

exempted: pay the appropriate fee; dedicate, as conservation easements or fee title, habitat lands; purchase approved mitigation bank credits; or, propose an alternative mitigation plan.

Responsibilities of permittees covered by the SJMSCP include collection of fees, maintenance of implementing ordinances/resolutions, conditioning permits (if applicable), and coordinating with the Joint Powers Authority (JPA) for Annual Report accounting. Funds collected for the SJMSCP are to be used for the following: acquiring Preserve lands, enhancing Preserve lands, monitoring and management of Preserve lands in perpetuity, and the administration of the SJMSCP. Because the primary goal of SJMSCP is to preserve productive agricultural use that is compatible with SJMSCP's biological goals, most of the SJMSCP's Preserve lands would be acquired through the purchase of easements in which landowners retain ownership of the land and continue to farm the land. These functions are managed by SJCOG.

The project site is classified as Urban Habitat under the SJMSCP and is located in the Land Use Category A/No-Pay Zone. The Category A/No-Pay Zone indicates parcels where conversions of open space have occurred or where new conversions of open spaces would not require compensation because the subject parcel received a project approval prior to the effective date of the SJMSCP.

d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

TRAFFIC

The project's potential traffic impacts were addressed in the Sutter Medical Office Building Traffic Impact Study (TJKM, January 19, 2015). This report is attached as Appendix A.

The purpose of the traffic study is to evaluate the potential traffic impacts resulting from the development of the proposed project and highlight any critical traffic issues that should be addressed in the on-going near term and longer term planning process. The following two scenarios were analyzed:

1. Existing Conditions – This scenario evaluates existing traffic and roadway conditions based on traffic counts and field surveys.

2. Existing plus Project Conditions – This scenario adds traffic generated by the proposed Sutter Medical Office building to the previous scenario.

The a.m., and p.m. peak hour periods were analyzed. The study focused on evaluating traffic conditions at the following nine intersections that may potentially be impacted by the proposed project:

i. Eaton Avenue / Tracy Boulevard
ii. Bessie Avenue/ Lowell Avenue
iii. Bessie Avenue/ Beverly Place
iv. Bessie Avenue/ Eaton Avenue
v. Bessie Avenue/ 11th Street

vi. Parker Avenue/11th Street
vii. Parker Avenue/ Eaton Avenue
viii. Parker Avenue/ Beverly Place
ix. Parker Avenue/Lowell Avenue

Thresholds of Significance

The following thresholds of significance are used in the traffic analysis:

- Where feasible, the minimum acceptable LOS for roadway and overall intersection operations is LOS D.
- Within 1/4 mile of any freeway, LOS E shall be allowed on roadways and at intersections to discourage inter-regional traffic from using City streets.
- In the Downtown and Bowtie area of Tracy, LOS E shall be allowed.
- At intersections where construction of improvements is not feasible, the LOS may fall below the City's LOS D standard.
- During construction of intersection improvements or funded but not yet constructed, the LOS may temporarily fall below the City's LOS D standard.

Summary and Conclusions

TJKM has reached the following conclusions regarding the proposed project in the City of Tracy:

- Under Existing Conditions (Scenario 1), all study intersections except the intersection of Bessie Avenue and 11th Street operate at an acceptable level of service. The intersection of Bessie Avenue and 11th Street operates at LOS E. As stated earlier under thresholds of significance, "At intersections where construction of improvements is not feasible, the LOS may fall below the City's LOS D standard." A signal is warranted at the intersection but is not suggested. Since the majority of the side street volumes (southbound Bessie Avenue) are making a right-turn, the intersection is operating better than shown under LOS E conditions. A signal would not be helpful because it would add more delay to 11th Street.
- Since nearly 95 percent of the peak hour volumes on the side street at the intersection of Bessie Avenue and 11th Street are making a right turn, a signal is not justified.
- The proposed Project is expected to generate a net of 49 a.m. peak hour trips and 73 p.m. peak hour trips.
- Under Existing plus Sutter Medical Office Project Conditions (Scenario II), all study intersections except the intersection of Bessie Avenue and 11th Street operate at an acceptable level of service. The intersection of Bessie Avenue and 11th Street technically operates at LOS E but 95 percent of the southbound traffic makes right turns, meaning the intersection actually operates better than LOS E. A new signal is warranted at the

intersection but is not suggested, since most right turning traffic is not delayed. Under these circumstances, TJKM recommends leaving the intersection as is. New signals are not recommended because they would add delay to 11th Street where none exists now.

- The pedestrian crosswalk at the intersection of Eaton Avenue/Bessie Avenue was recently improved to include colored paved bulbout extension which makes the crosswalk more visible and shorter to cross. Pedestrians should use the existing crosswalk.

As demonstrated in the traffic study contained in Appendix A, implementation of the proposed project would not result in a decrease in level of service (LOS) for any study-area intersections and would not exceed any established thresholds of significance. As such, the project would not result in a significant traffic impact.

NOISE

The project's potential noise impacts were addressed in the Sutter Medical Office Building Environmental Noise Assessment (J.C. Brennan and Associates, December 19, 2014). This report is attached as Appendix B. The following thresholds of significance were used in the analysis of potential noise impacts:

- Traffic noise levels exceeding 60 dB L_{dn} where existing noise levels are less than 60 dB L_{dn} at residential uses;
- Increased traffic noise levels of 5 dB where existing noise levels are less than 60 dB L_{dn} at residential uses;
- Increased traffic noise levels of 3 dB where existing noise levels exceed 60 dB L_{dn} at residential uses;
- Project-generated noise levels exceeding 60 dB L_{dn} at residential uses; and
- Project-generated noise levels exceeding 55 dBA L_{eq} at residential uses.

Existing Conditions

The existing noise environment on the project site is defined primarily by traffic on the local roadway network.

Existing Noise Receptors

Some land uses are considered more sensitive to ambient noise levels than others. Land uses often associated with sensitive receptors generally include residences, schools, libraries, hospitals, and passive recreational areas. Noise sensitive land uses are typically given special attention in order to achieve protection from excessive noise. Sensitivity is a function of noise exposure (in terms of both exposure duration and insulation from noise) and the types of activities involved.

In the vicinity of the project site, sensitive land uses include existing single-family residential uses. These land uses could potentially experience noise impacts associated with project construction, daily operations, and/or increased traffic from project circulation.

Existing Ambient Noise Levels

To quantify the existing ambient noise environment in the project vicinity, four continuous 24-hour noise level measurements were conducted on project site, adjacent to the nearest sensitive receptors, on Monday November 3, 2014 and Tuesday November 4, 2014. The noise measurement locations are shown on Figure 3 of Appendix B. The noise level measurement survey results are provided in Table 1. See Appendix B for the complete 24-hour noise measurement results.

Table 1: Summary of Existing Background Noise Measurement Data

Site	Date	L_{dn}	Average[1] Measured Hourly Noise Levels					
			Daytime (7am-7 pm)			Nighttime (10pm-7am)		
			L_{eq}	L_{50}	L_{max}	L_{eq}	L_{50}	L_{max}
Continuous 24 hour noise level measurements								
LT-A	11/3/14-11/4/14	55	49	46	64	48	45	60
LT-B	11/3/14-11/4/14	54	50	48	68	46	44	61
LT-C	11/3/14-11/4/14	55	50	48	65	48	46	60
Short-Term Noise Level Measurements								
Site	Date	Time	Duration	L_{eq}	L_{max}	L_{10}	L_{50}	L_{90}
ST-1	11/4/14	3:30 p.m.	10 min	50	63	53	48	47
ST-2	11/4/14	3:42 p.m.	10 min	54	71	57	52	49
ST-3	11/4/14	3:57 p.m.	10 min	61	71	65	59	49
ST-4	11/4/14	4:16 p.m.	10 min	55	71	58	50	45
ST-5	11/4/14	4:39 p.m.	10 min	70	77	72	69	62

1. Average values reported are the average of the hourly measured values over the daytime or nighttime period.

Source: j.c. brennan & associates, Inc., 2014.

Existing Roadway Noise Levels

To predict noise levels due to traffic, the Federal Highway Administration Highway Traffic Noise Prediction Model (FHWA RD-77-108) was used. The model is used in conjunction with the Calveno reference noise emission curves, and accounts for vehicle volume and speed, roadway configuration, distance to the receiver, and the acoustical characteristics of the project site. The FHWA Model was developed to predict hourly Leq values for free-flowing traffic conditions. To calculate Ldn, average daily traffic (ADT) volume data is adjusted based on the assumed day/night distribution of traffic on the project roadways.

Traffic volumes for existing conditions were obtained by TJKM Transportation Consultant (*Traffic Impact Study, Sutter Medical Office Building, November 12, 2014*) in the form of peak hour intersection movements. The peak hour traffic volumes were compiled into segment volumes and converted into daily traffic volumes using a factor of 10. Truck usage and vehicle speeds on the local area roadways were estimated from field observations.

Traffic noise levels are predicted at the sensitive receptors located at the closest typical setback distance along each project-area roadway segment. In some locations sensitive receptors may receive shielding from noise barriers and/or buildings, or may be located at distances which vary from the assumed calculation distance. However, the traffic noise analysis is believed to be representative of the majority of sensitive receptors located closest to the Project area roadway segments analyzed in this report.

Table 2 summarizes the modeled traffic noise levels at the nearest sensitive receptors along each roadway segment in the Project area. Appendix B provides the complete inputs and results of the FHWA traffic modeling.

Table 2: Existing Noise Levels and Distances to Contours

Roadway	Segment	Exterior Noise Level, L_{dn}	Distance to Contours (feet)		
			70 dB	65 dB	60 dB
W. Lowell	West of Bessie	54.9	5	11	23
W. Lowell	Bessie to Parker	53.6	4	9	19
W. Lowell	East of Parker	52.6	3	7	16
W. Beverly	West of Bessie	46.8	1	3	7
W. Beverly	Bessie to Parker	46.6	1	3	6
W. Beverly	East of Parker	48.1	2	4	8
W. Eaton	West of S. Tracy	52.2	3	7	15
W. Eaton	S. Tracy to Bessie	55.7	6	12	26

Roadway	Segment	Exterior Noise Level, L_{dn}	Distance to Contours (feet)		
			70 dB	65 dB	60 dB
W. Eaton	Bessie to Parker	55.2	5	11	24
W. Eaton	East of Parker	56.5	6	14	29
W 11th Street	West of Bessie	65.4	25	53	114
W 11th Street	Bessie to Parker	64.9	23	49	106
W 11th Street	East of Parker	64.7	22	48	103
Tracy	North of W. Eaton	63.3	18	39	83
Tracy	South of W. Eaton	63.3	18	38	82
Bessie	N. of W. Lowell	54.4	5	10	21
Bessie	W. Lowell to W. Beverly	54.1	4	9	20
Bessie	W. Beverly to W. Eaton	54.3	5	10	21
Bessie	W. Eaton to W 11th	53.2	4	8	17
Parker	N. of W. Lowell	56.4	6	13	29
Parker	W. Lowell to W. Beverly	56.5	6	13	29
Parker	W. Beverly to W. Eaton	56.4	6	13	29
Parker	W. Eaton to W 11th	56.4	6	13	29

Source: FHWA-RD-77-108 with inputs from TJKM and j.c. brennan & associates, Inc. 2014.

Project-Generated Noise

CONSTRUCTION NOISE

Noise impacts resulting from construction depend on the noise generated by various pieces of construction equipment, the timing and duration of noise generating activities, and the distance between construction noise sources and noise-sensitive areas. Noise levels from construction equipment are shown in Table 3.

Annoyance due to construction activities primarily occurs when: 1) construction activities occur during noise-sensitive times of the day (e.g., early morning, evening, or nighttime hours); 2) the construction occurs in areas immediately adjoining noise-sensitive land uses; or 3) when

construction lasts over extended periods of time. Noise generated by construction would be the greatest during site grading activities and excavation for underground utilities.

Activities involved in construction would generate maximum noise levels, as indicated in Table 3, ranging from 76 to 90 dB at a distance of 50 feet. Construction activities would be temporary in nature and are anticipated to occur during normal daytime working hours.

Noise would also be generated during the construction phase by increased truck traffic on area roadways. A primary project-generated noise source would be truck traffic associated with transport of heavy materials and equipment to and from construction sites. This noise increase would be of short duration, and would occur primarily during daytime hours.

Table 3: Construction Equipment Noise

Type of Equipment	Predicted Noise Levels, L_{max} dB				Distances to Noise Contours (feet)	
	Noise Level at 50'	Noise Level at 100'	Noise Level at 200'	Noise Level at 400'	70 dB L_{max} contour	65 dB L_{max} contour
Backhoe	78	72	66	60	126	223
Compactor	83	77	71	65	223	397
Compressor (air)	78	72	66	60	126	223
Concrete Saw	90	84	78	72	500	889
Dozer	82	76	70	64	199	354
Dump Truck	76	70	64	58	100	177
Excavator	81	75	69	63	177	315
Generator	81	75	69	63	177	315
Jackhammer	89	83	77	71	446	792
Pneumatic Tools	85	79	73	67	281	500

Source: *Roadway Construction Noise Model User's Guide*. Federal Highway Administration. FHWA-HEP-05-054. January 2006.

Construction activities associated with the proposed project will occur at distances ranging between approximately 15 feet (parking lot and sound wall construction) to 50 feet or more (building construction) from the nearest noise-sensitive receptors. Construction noise associated with parking lots would be similar to those associated with a public works projects, such as a roadway widening or paving project. Once sound walls are constructed, construction

noise levels would be reduced by approximately 5-10 dB depending on the type and location of construction activity.

As stated above, noise sensitive receptors near the construction site would, at times, experience elevated noise levels from construction activities; however, construction-related noise generally would occur during daytime hours only. General Plan Noise Element Policy 4 (Goal N-1.2) establishes the following construction requirements:

> *All construction in the vicinity of noise sensitive land uses, such as residences, hospitals, or convalescent homes, shall be limited to daylight hours or 7:00 a.m. to 7:00 p.m. In addition, the following construction noise control measures shall be included as requirements at construction sites to minimize construction noise impacts:*
>
> - *Equip all internal combustion engine-driven equipment with intake and exhaust mufflers that are in good condition and appropriate for the equipment.*
> - *Locate stationary noise-generating equipment as far as possible from sensitive receptors when sensitive receptors adjoin or are near a construction area.*
> - *Utilize "quiet" air compressors and other stationary noise sources where technology exists.*

Implementation of these required measures (i.e., engine muffling, placement of construction equipment, and strategic stockpiling and staging of construction vehicles) and compliance with the City Municipal Code requirements, would serve to further reduce exposure to construction noise levels. Adherence to City General Plan policies listed above, and City Municipal Code Title 4.12, Article 9 (Noise Control Ordinance), would minimize any impacts from noise during construction. Therefore, no additional noise control measures would be required.

Traffic Noise at Sensitive Receptors

Traffic generated by the Proposed Project could generate traffic noise increases. However, these increases would not exceed the City's substantial increase criteria. Additionally, the proposed project would not cause exceedances of the City of Tracy 60 dB Ldn exterior noise level standard for residential uses.

To predict noise levels due to traffic, the Federal Highway Administration Highway Traffic Noise Prediction Model (FHWA RD-77-108) was used. The model is used in conjunction with the Calveno reference noise emission curves, and accounts for vehicle volume and speed, roadway configuration, distance to the receiver, and the acoustical characteristics of the project site. The FHWA Model was developed to predict hourly Leq values for free-flowing traffic

conditions. To calculate Ldn, average daily traffic (ADT) volume data is adjusted based on the assumed day/night distribution of traffic on the project roadways.

Traffic volumes for existing conditions were obtained from TJKM (November 2014) in the form of peak hour intersection movements. The peak hour traffic volumes were compiled into segment volumes and converted into daily traffic volumes using a factor of 10. The project contribution to ADT traffic volumes was converted from peak hour to daily volumes using a multiplication factor of 10. Truck usage and vehicle speeds on the local area roadways were estimated from field observations.

Traffic noise levels are predicted at the sensitive receptors located at the closest typical setback distance along each project-area roadway segment. In some locations sensitive receptors may receive shielding from noise barriers and/or buildings, or may be located at distances which vary from the assumed calculation distance. However, the traffic noise analysis is believed to be representative of the majority of sensitive receptors located closest to the Project area roadway segments analyzed in this report.

Table 4 shows the predicted increases in traffic noise levels on the local roadway network for existing conditions which would result from the Proposed Project. Appendix B provides the complete inputs and results of the FHWA traffic noise prediction model.

Table 4: Predicted Traffic Noise Levels and Project-Related Traffic Noise Level Increases (Existing Traffic Conditions)

Roadway	Segment	Predicted L_{dn} @ Closest Sensitive Receptors – 1st Floor Outdoor Activity Areas				
		Existing	Existing + Project	Change	Criteria	Significant?
W. Lowell	West of Bessie	54.9	55.6	0.7	+5 dB	No
W. Lowell	Bessie to Parker	53.6	53.7	0.1	+5 dB	No
W. Lowell	East of Parker	52.6	52.8	0.2	+5 dB	No
W. Beverly	West of Bessie	46.8	47.1	0.3	+5 dB	No
W. Beverly	Bessie to Parker	46.6	47.1	0.5	+5 dB	No
W. Beverly	East of Parker	48.1	48.1	0.0	+5 dB	No
W. Eaton	West of S. Tracy	52.2	52.2	0.0	+5 dB	No
W. Eaton	S. Tracy to Bessie	55.7	56.4	0.7	+5 dB	No
W. Eaton	Bessie to Parker	55.2	55.7	0.5	+5 dB	No

Roadway	Segment	Predicted L_{dn} @ Closest Sensitive Receptors – 1st Floor Outdoor Activity Areas				
		Existing	Existing + Project	Change	Criteria	Significant?
W. Eaton	East of Parker	56.5	56.6	0.1	+5 dB	No
W 11th Street	West of Bessie	65.4	65.4	0.0	+3 dB	No
W 11th Street	Bessie to Parker	64.9	64.9	0.0	+3 dB	No
W 11th Street	East of Parker	64.7	64.8	0.1	+3 dB	No
Tracy	North of W. Eaton	63.3	63.3	0.0	+3 dB	No
Tracy	South of W. Eaton	63.3	63.4	0.1	+3 dB	No
Bessie	N. of W. Lowell	54.4	54.6	0.2	+5 dB	No
Bessie	W. Lowell to W. Beverly	54.1	55.0	0.9	+5 dB	No
Bessie	W. Beverly to W. Eaton	54.3	55.6	1.3	+5 dB	No
Bessie	W. Eaton to W 11th	53.2	53.6	0.4	+5 dB	No
Parker	N. of W. Lowell	56.4	56.4	0.0	+5 dB	No
Parker	W. Lowell to W. Beverly	56.5	56.6	0.1	+5 dB	No
Parker	W. Beverly to W. Eaton	56.4	56.5	0.1	+5 dB	No
Parker	W. Eaton to W 11th	56.4	56.7	0.3	+5 dB	No

Source: j.c. brennan & associates, Inc., Inc., FHWA RD-77-108 Traffic Noise Prediction Model and TJKM 2014.

The Table 4 data indicate that some of the noise sensitive receptors located along the project-area roadways are currently exposed to exterior traffic noise levels exceeding the City of Tracy 60 dB Ldn exterior noise level standard for residential uses. These receptors will continue to experience elevated exterior noise levels under existing conditions, with or without the proposed project.

The project will not cause increases in traffic noise levels exceeding: 1) 60 dB Ldn where existing noise levels are less than 60 dB Ldn, 2) the City's 3 dB threshold where existing noise levels exceed 60 dB Ldn or, 3) the City's 5 dB threshold where existing noise levels are less than 60 dB Ldn at residential uses. Therefore, no additional noise control measures would be required.

Parking Lot Noise Generation

As a means of determining the noise levels due to parking lot activities, j.c. brennan & associates, Inc., utilized noise level data collected for previous parking lot studies, and project trip generations supplied by TJKM (November 2014).

Primary Parking Lot – North of Eaton Avenue

The primary patient parking lot would be located on the west side of the proposed two-story medical office building. Additionally, an 8-foot tall masonry wall would be located at the east property line of the project site. Therefore, the residential uses to the east will be substantially shielded from parking lot activities occurring on the west side of the proposed medical office building.

Based upon the project traffic study, the total PM peak hour project trips would be 161. For the purpose of this analysis, j.c. brennan & associates, Inc. conservatively assumed that half of the total peak hour parking lot activity would occur at the north end of the parking area, and would not be shielded by the proposed two-story medical office building.

A typical SEL due to automobile arrivals/departures, including car doors slamming and people conversing is approximately 71 dB, at a distance of 50 feet. Based upon the project traffic study, half of the PM peak hour trip generation for the project is 81. Parking lot noise levels were determined using the following formula.

$$\text{Peak Hour } L_{eq} = SEL + 10\log(N) - 35.6, \text{ where:}$$

The SEL is the mean sound exposure level (SEL) for an automobile arrival or departure, N is the number of parking related operations in a peak hour (N is 81 for this portion of the project), 35.6 is 10 times the logarithm of the number of seconds in the peak hour.

The nearest residential uses would be located approximately 50 feet from the center of the parking region located on the north side of the proposed medical office building. Using the equation and operations data described above, the proposed parking lot would result in a peak hour noise level of approximately 47 dB L_{eq} at the nearest residential uses, accounting for the proposed 8-foot tall CMU wall. This would comply with the City of Tracy Noise Ordinance hourly standard of 55 dBA L_{eq} for residential uses. Appendix B shows the complete noise barrier calculation inputs and results.

Assuming that parking lot activity operated at this level continuously between the hours of 7:00 am to 9:00 pm, the day/night average (L_{dn}) would be 45 dBA L_{dn}. This level would comply with the City's 60 dB L_{dn} noise level standard for residential uses. Therefore, no additional noise control measures would be required.

Staff Parking Lot – South of Eaton Avenue

The proposed staff parking lot would include 129 parking spaces. This analysis assumes that the parking lot could fill or empty in a one-hour period.

A typical SEL due to automobile arrivals/departures, including car doors slamming and people conversing is approximately 71 dB, at a distance of 50 feet. Based upon the parking lot filling or emptying in a one-hour period, the peak hour trip generation would be 129. Parking lot noise levels were determined using the following formula.

$$\text{Peak Hour } L_{eq} = SEL + 10\log(N) - 35.6, \text{ where:}$$

The SEL is the mean sound exposure level (SEL) for an automobile arrival or departure, N is the number of parking related operations in a peak hour (N is 129), 35.6 is 10 times the logarithm of the number of seconds in the peak hour.

The nearest residential uses would be located approximately 90 feet from the center of the staff parking lot. Using the equation and operations data described above, the proposed parking lot would result in a peak hour noise level of approximately 44 dB L_{eq} at the nearest residential uses, accounting for the proposed 8-foot tall CMU wall. This would comply with the City of Tracy Noise Ordinance hourly standard of 55 dBA L_{eq} for residential uses. Appendix B shows the complete noise barrier calculation inputs and results.

Assuming that parking lot activity operated at this level continuously between the hours of 7:00 am to 9:00 pm, the day/night average (L_{dn}) would be 42 dBA L_{dn}. This level would comply with the City's 60 dB L_{dn} noise level standard for residential uses. Therefore, no additional noise control measures would be required.

Mechanical Equipment Noise

The proposed project will include rooftop mechanical equipment. This equipment will be shielded from view by a mechanical screen wall which will stand approximately 9-feet in height relative to the roof elevation. The primary rooftop equipment will include two 75-ton packaged rooftop units. The units will be located at the approximate rooftop locations shown on Figure 1 in Appendix B.

Based upon preliminary selections, these units will have a sound power rating of 102 dBA each, for a total of 105 dBA with both units operating. Based upon the project site plan, the two mechanical units would be located approximately 100 feet from the nearest residential property line to the east, at an elevation of approximately 30 feet relative to the adjacent residences. Based upon this distance and screening due to the proposed mechanical screen wall, HVAC noise levels are predicted to be 52 dBA L_{eq}. This would comply with the City of Tracy Noise Ordinance hourly standard of 55 dBA L_{eq} for residential uses. Appendix B shows the complete noise barrier calculation inputs and results.

Assuming that both HVAC units ran continuously between the hours of 6:00 am to 10:00 pm, the day/night average (L_{dn}) would be 52 dBA L_{dn}. This level would comply with the City's 60 dB

L_{dn} noise level standard for residential uses. Therefore, no additional noise control measures would be required.

Noise Conclusions

The proposed project is predicted to generate noise levels that comply with the City of Tracy General Plan Noise Element and Noise Ordinance standards.

AIR QUALITY

Air quality emissions would be generated during construction of the proposed project and during operation of the proposed project. Operational emissions would come primarily from vehicle emissions from vehicle trips generated by the proposed project. Construction-related air quality impacts and operational air quality impacts are addressed separately below.

Construction-Related Emissions

The San Joaquin Valley Air Pollution Control District's (SJVAPCD) approach to analysis of construction impacts is to require implementation of effective and comprehensive control measures, rather than to require detailed quantification of emission concentrations for modeling of direct impacts. PM10 emitted during construction can vary greatly depending on the level of activity, the specific operations taking place, the equipment being operated, local soils, weather conditions, and other factors, making quantification difficult. Despite this variability in emissions, experience has shown that there are a number of feasible control measures that can be reasonably implemented to significantly reduce PM10 emissions from construction activities. The SJVAPCD has determined that compliance with Regulation VIII for all sites and implementation of all other control measures indicated in Tables 6-2 and 6-3 of the *Guide for Assessing and Mitigating Air Quality Impacts* (as appropriate) would constitute sufficient mitigation to reduce PM10 impacts to a level considered less than significant.

Construction would result in numerous activities that would generate dust. The fine, silty soils in the project area and often strong afternoon winds exacerbate the potential for dust, particularly in the summer months. Grading, leveling, earthmoving and excavation are the activities that generate the most particulate emissions. Impacts would be localized and variable. The initial phase of project construction would involve grading and leveling the project site and installation of supporting underground infrastructure, such as water, sewer, storm drain, and electrical lines.

Construction activities that could generate dust and vehicle emissions are primarily related to grading and other ground-preparation activities in order to prepare the project site for the construction of the residential subdivision.

Control measures are required and enforced by the SJVAPCD under Regulation VIII. The project would be subject to these measures.

Operational Emissions

For the purposes of this operational air quality analysis, actions that violate Federal standards for criteria pollutants (i.e., primary standards designed to safeguard the health of people considered to be sensitive receptors while outdoors and secondary standards designed to

safeguard human welfare) are considered significant impacts. Additionally, actions that violate State standards developed by the California Air Resources Board (CARB) or criteria developed by the SJVAPCD, including thresholds for criteria pollutants, are considered significant impacts. Projects that would generate 10 tons per year of either ROG or NOx are considered to have a potentially significant air quality impact. The SJVAPCD has also established a threshold of 15 tons per year for PM10. The San Joaquin Valley Air Basin is classified as a nonattainment area for ozone. In order to achieve the Federal and State standards of ozone, it is necessary to regulate ROG and NOx, which contribute to the formation of ozone. This includes both direct and indirect emissions.

Emissions were estimated using the approach included in the CalEEMod (v.2011.1.1) computer program, combined with emissions factors developed by CARB and the SJVAPCD. The CalEEMod model is used to calculate construction and operational emissions associated with land development projects, and includes EPA, SJVAPCD, and CARB emissions factors embedded within it.

The project would be an indirect source of air pollutants, in that it would attract and cause an increase in vehicle trips in the region and would consume energy that resulted in air emissions at the point of generation. Table 6 shows the emissions that would result from the proposed project. The San Joaquin Valley Air Pollution Control District has established a threshold of significance for ozone precursors of 10 tons per year, and 15 tons per year has been assumed to represent a significant impact for PM10.

Table 6: Total Project Generated Emissions at Full Buildout

	EMISSIONS (TONS/YEAR)					
	ROG	NOX	CO	SO2	PM10	PM2.5
Area Source Emissions	0.2071	0.0000	4.3000e-004	0.0000	0.0000	0.0000
Energy Emissions	4.2000e-003	0.0382	0.0321	2.3000e-004	2.9000e-003	2.9000e-003
Mobile Source Emissions	0.9770	2.6912	9.5967	0.0147	0.9413	0.2761
Total Operational Emissions	**1.1883**	**2.7294**	**9.6292**	**0.0150**	**0.9442**	**0.2790**
SJVAPCD Threshold	10	10	--	--	15	--
Above SJCAPCD Threshold?	No	No	NA	NA	No	NA

Emissions were calculated using the CalEEMod (v.2013.2.2) computer program. Assumes total buildout of the proposed project.
1: Includes CO2e emissions from water and waste sources in addition to the operational sources identified above.

As shown in the table above, project generated emissions are well below the SJVAPCD thresholds for ROG, NOx and PM10.

WATER QUALITY

The project site is already developed with impervious surfaces and is not in a natural hydrologic condition. Development of the project site has limited potential to increase local runoff production, and may introduce constituents into storm water that are typically associated with urban runoff. These constituents include heavy metals (such as lead, zinc, and copper) and petroleum hydrocarbons associated with parking lots. Best management practices (BMPs) will be applied to the proposed site development to limit the concentrations of these constituents in any site runoff that is discharged into downstream facilities to acceptable levels.

In order to ensure that stormwater runoff from the project site does not adversely increase pollutant levels in adjacent surface waters and stormwater conveyance infrastructure, the project is required to prepare a Stormwater Pollution Prevention Plan (SWPPP). As described below, the SWPPP would require the application of best management practices (BMPs) to effectively reduce pollutants from stormwater leaving the site during both the construction and operational phases of the project. The implementation of this requirement would reduce this impact to a **less than significant** level. Additionally, the project is subject to the requirements of Chapter 11.34 of the Tracy Municipal Code – Stormwater Management and Discharge Control. The purpose of this Chapter is to *"Protect and promote the health, safety and general welfare of the citizens of the City by controlling non-stormwater discharges to the stormwater conveyance system, by eliminating discharges to the stormwater conveyance system from spills, dumping, or disposal of materials other than stormwater, and by reducing pollutants in urban stormwater discharges to the maximum extent practicable."*

This chapter is intended to assist in the protection and enhancement of the water quality of watercourses, water bodies, and wetlands in a manner pursuant to and consistent with the Federal Water Pollution Control Act (Clean Water Act, 33 USC Section 1251 et seq.), Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.) and National Pollutant Discharge Elimination System ("NPDES") Permit No. CAS000004, as such permit is amended and/or renewed.

New development projects in the City of Tracy are required to provide site-specific storm drainage solutions and improvements that are consistent with the overall storm drainage infrastructure approach presented in the 2012 City of Tracy Citywide Storm Drainage Master Plan. Prior to approval of the Final Map, the project applicant is required to submit a detailed storm drainage infrastructure plan to the City of Tracy Development Services Department for review and approval. The project's storm drainage infrastructure plans must demonstrate adequate infrastructure capacity to collect and direct all stormwater generated on the project site within onsite retention/detention facilities to the City's existing stormwater conveyance system, and demonstrate that the project would not result in on- or off-site flooding impacts. The project is also required to pay all applicable development impact fees, which would include funding for offsite Citywide storm drainage infrastructure improvements identified in the 2012 City of Tracy Citywide Storm Drainage Master Plan.

The development of an onsite storm drainage system, the payment of all applicable fees, and the implementation of the SWPPP requirements would ensure that no adverse impacts associated with water quality would occur.

e) The site can be adequately served by all required utilities and public services.

The project site is currently served by utilities and public services, including water, sewer, storm drainage, electricity/natural gas, police, fire, and emergency medical services. New offsite infrastructure would not be extended in order to serve the project site. The project site is within the existing and established service areas for the police and fire departments. The site has been previously developed and occupied with similar uses for years. The proposed site plans and improvements would not result in any adverse impacts associated with utilities and public services.

CONCLUSIONS

As demonstrated by the analysis provided above, the proposed project is exempt from CEQA review, consistent with the requirements established by Public Resources Code Section 21084 and CEQA Guidelines Section 15332 for the following reasons:

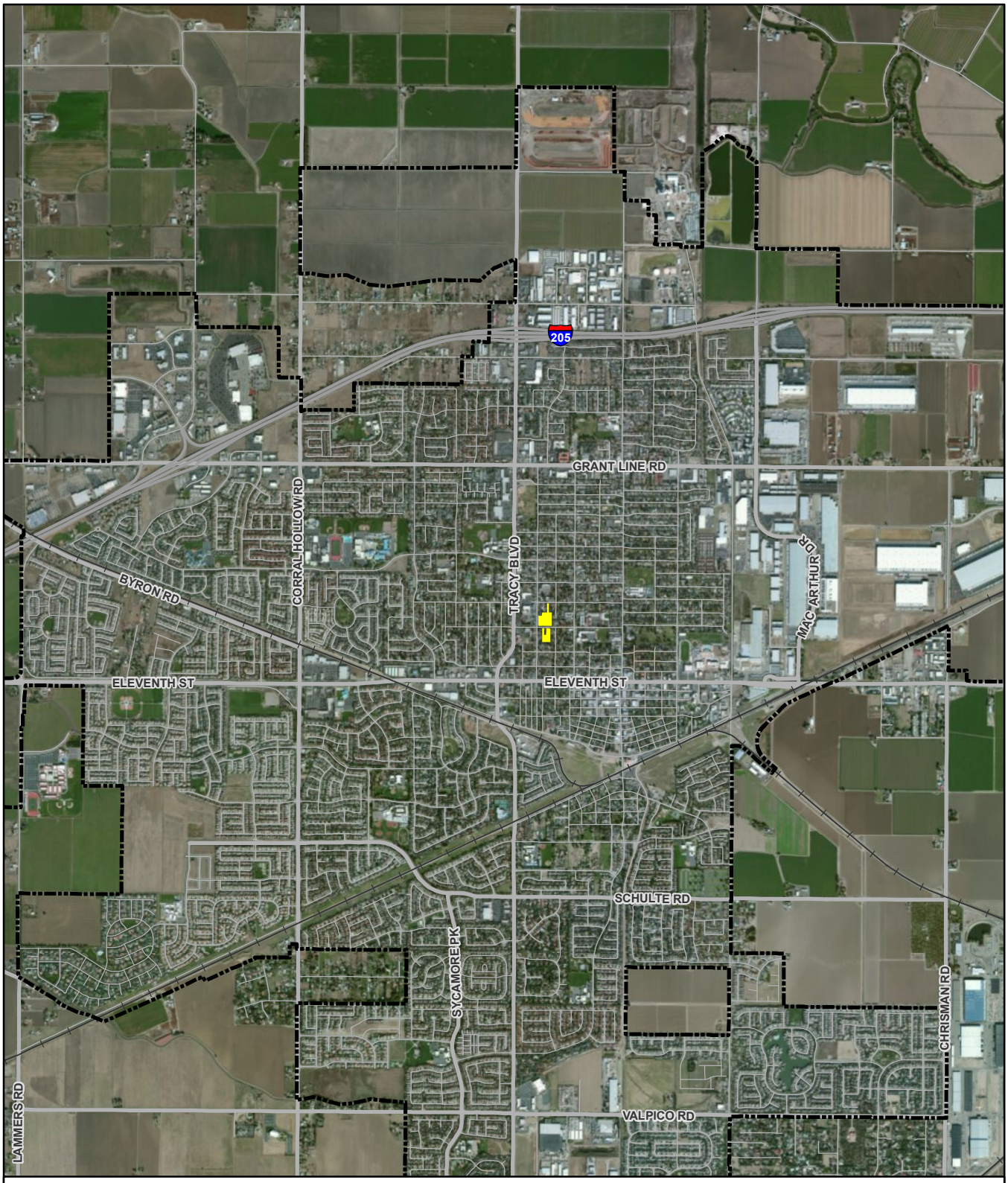
a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.

c) The project site has no value, as habitat for endangered, rare or threatened species.

d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

e) The site can be adequately served by all required utilities and public services.



SUTTER MEDICAL OFFICE PROJECT
CITY OF TRACY

Figure 1: Project Location

Legend

Project Location

City of Tracy

N

0 1,000 2,000
Feet

Sources: San Joaquin County GIS; ArcGIS Online World Imagery Map Service. Map date: December 17, 2014.

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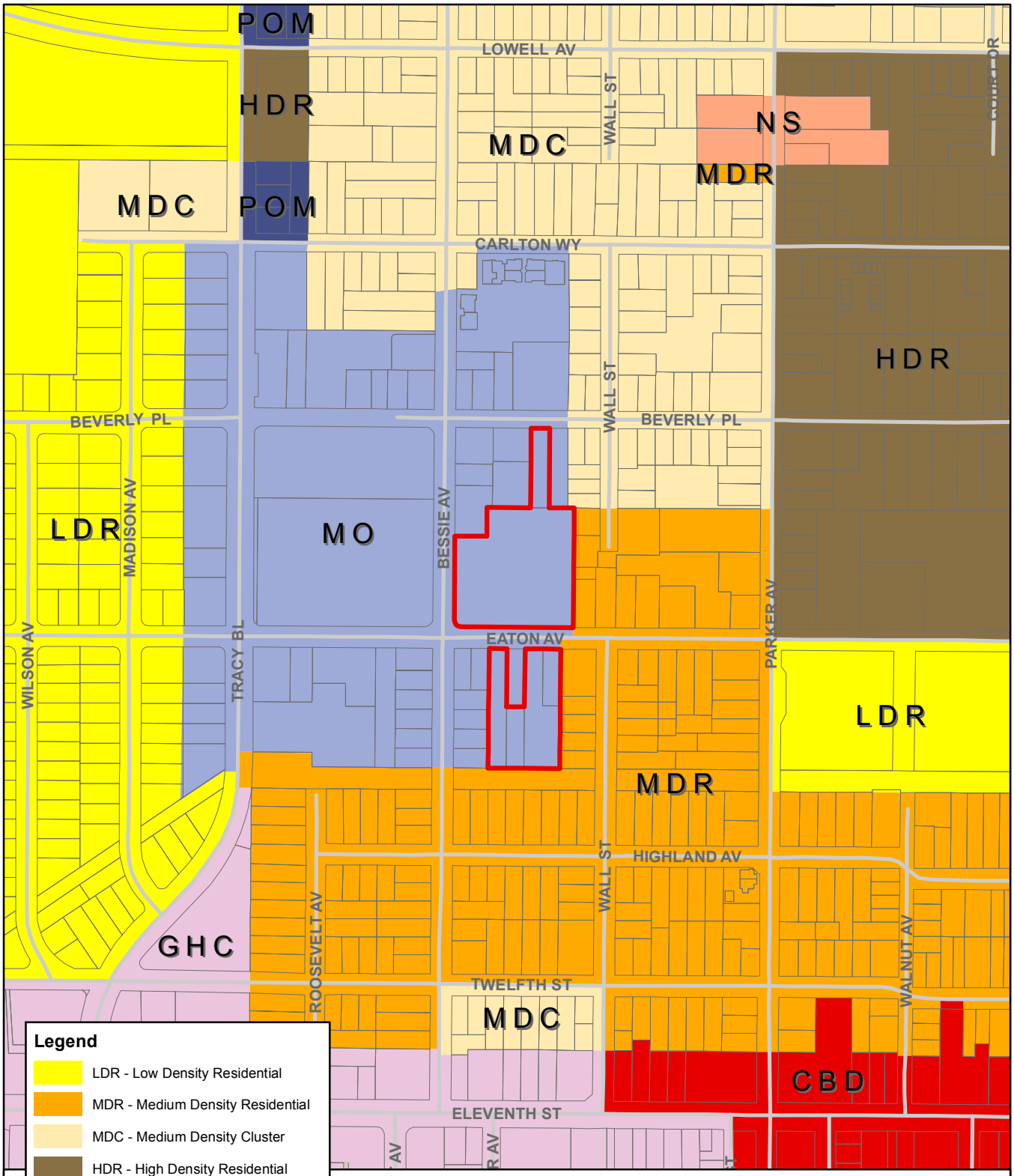

Legend

- LDR - Low Density Residential
- MDR - Medium Density Residential
- MDC - Medium Density Cluster
- HDR - High Density Residential
- NS - Neighborhood Shopping
- CBD - Central Business District
- GHC - General Highway Commercial
- MO - Medical Office
- POM - Professional Office Medical
- Project Location

N

0 100 200

Feet

SUTTER MEDICAL OFFICE PROJECT
CITY OF TRACY

Figure 2: Zoning Map

Sources: San Joaquin County GIS; City of Tracy GIS Zoning Areas; ESRI StreetMap North America. Map date: December 17, 2014.

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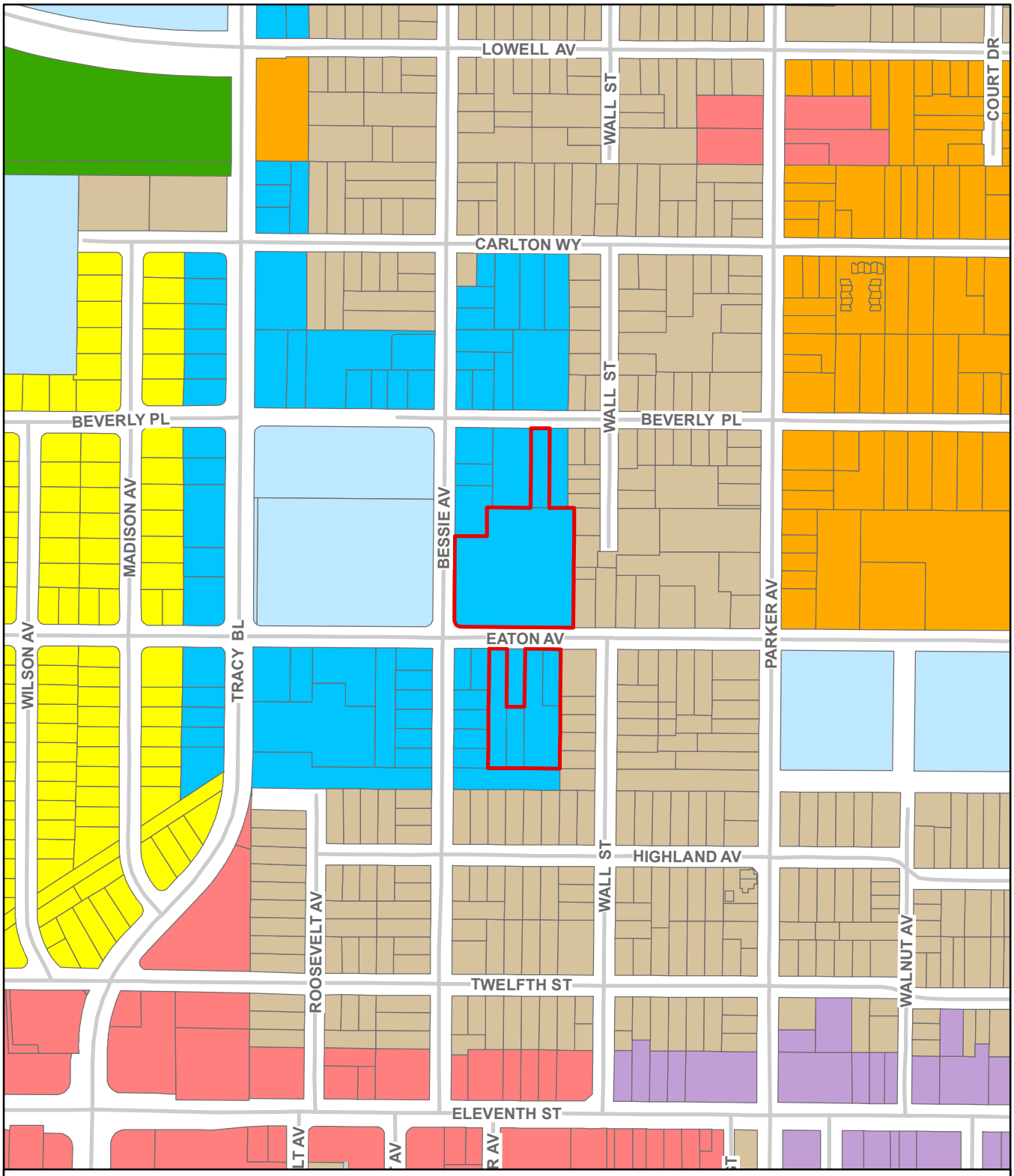

Legend

- Commercial
- Downtown
- Office
- Park
- Public Facilities
- Residential Low
- Residential Medium
- Residential High
- Project Location

N

0 100 200

Feet

SUTTER MEDICAL OFFICE PROJECT
CITY OF TRACY

Figure 3: General Plan Land Use Designations

Sources: San Joaquin County GIS; City of Tracy GIS, General Plan Land Use 2011; ArcGIS Online World Imagery Map Service. Map date: December 17, 2014.

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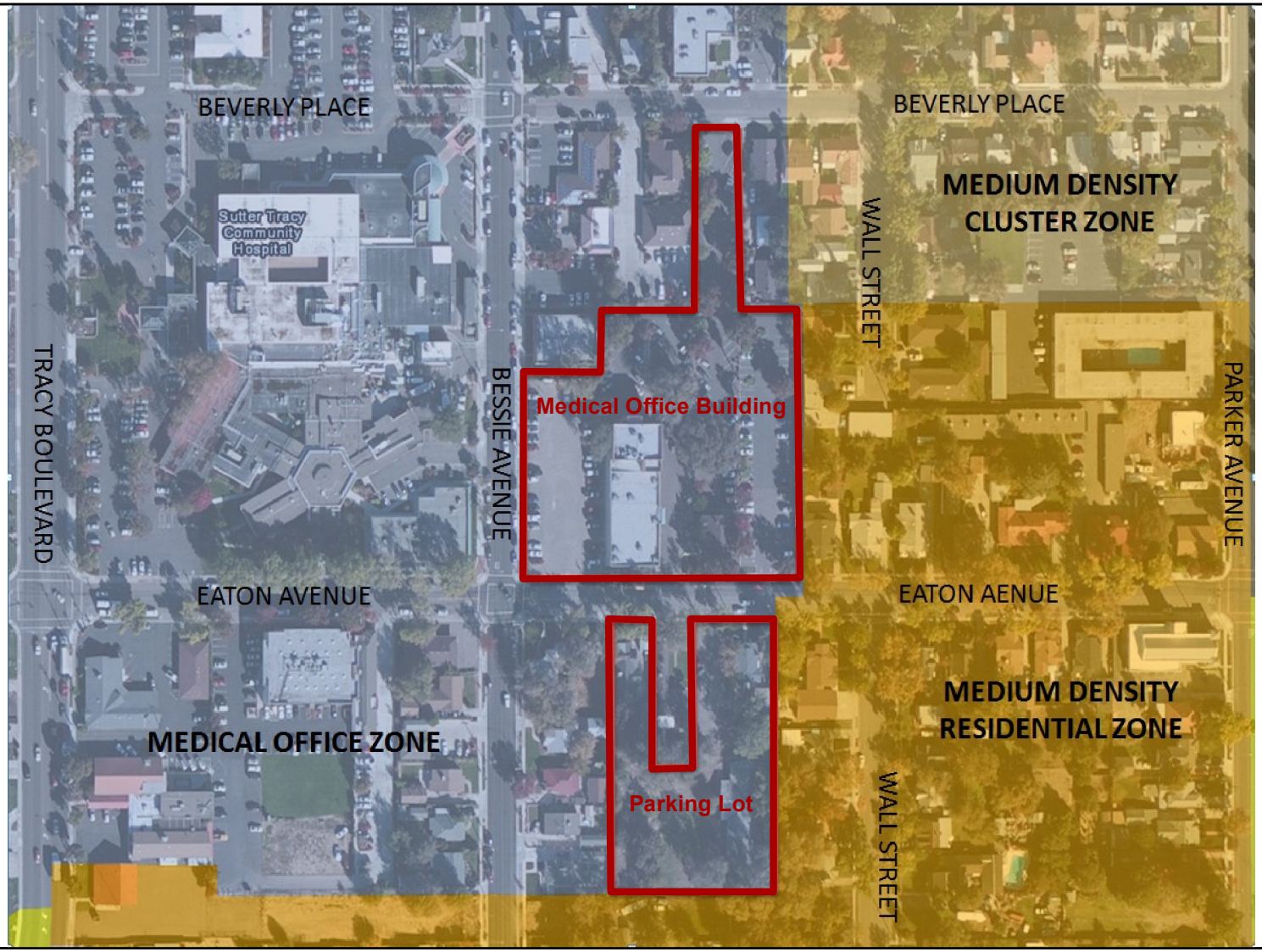

SUTTER MEDICAL OFFICE PROJECT
CITY OF TRACY

Figure 4: Surrounding Land Uses

Legend

Project Location

Map date: November 19, 2014.

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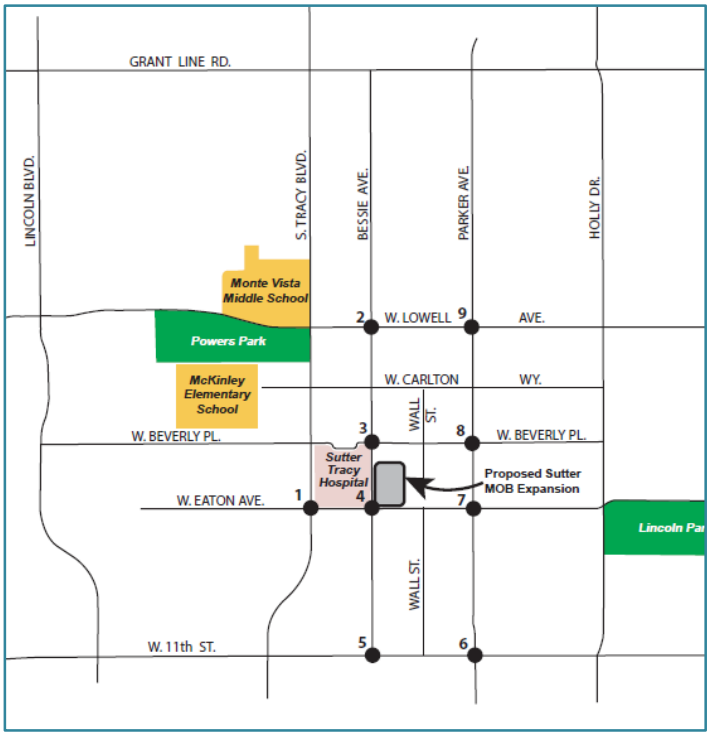
Vision That Moves Your Community

Final Report

Sutter Medical Office Building Traffic Impact Study



In the City of Tracy

January 19, 2015

Pleasanton
Fresno
Sacramento
Santa Rosa

TJKM
www.tjkm.com

TJKM
Transportation
Consultants

Vision That Moves Your Community

Final Report

Sutter Medical Office Building Traffic Impact Study

In the City of Tracy

January 19, 2015

www.tjkm.com

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Table of Contents

Introduction and Summary 1
Introduction 1
Summary and Recommendations 2
Existing Conditions (Scenario 1) 3
Project Location 3
Existing Roadways 3
Level of Service Analysis Methodology 5
Level of Service Standards 5
Existing Traffic Volumes 6
Level of Service Analysis Results – Existing Conditions 6
Signal Warrants 6
Existing plus Project Conditions (Scenario 2) 8
Project Description 8
Trip Generation 8
Trip Distribution and Assignment 8
Level of Service Analysis – Existing Plus Project Conditions 11
Proposed Circulation 14
Conclusions 15
Study References 16
TJKM Personnel 16
Persons Consulted 16

List of Appendices

Appendix A – Level of Service Methodology
Appendix B
- Intersection Turning Movement Counts
- Level of Service Worksheets: Existing Conditions (Scenario 1)

Appendix C – Level of Service Worksheets: Existing + Proposed Project (Scenario 2)

List of Figures

Figure 1: Existing Peak Hour Volumes & Lane Configurations....4
Figure 2: Proposed Site Plan....9
Figure 3: Proposed Trip Distribution....10
Figure 4: Existing plus Project Turning Movement Volumes & Lane Configurations....13

List of Tables

Table I: Intersection Levels of Service – Existing Conditions (Scenario 1)....6
Table II: Proposed Project Trip Generation....8
Table III: Intersection Levels of Service – Exiting plus Project Condition (Scenario 2)....11
Table IV: Comparison of Changes in Delay – between Existing Condition (Scenario 1) and Existing plus Proposed Project Condition (Scenario 2)....12

Introduction and Summary

Introduction

The purpose of this report is to determine if the proposed project would result in a significant traffic impact. This report presents the results of TJKM's traffic impact study for the proposed Sutter Medical Office Building located at the northeast quadrant of the intersection of Bessie Avenue/ Eaton Avenue in Tracy. The proposed project consists of constructing a new 45,500 square foot (s.f.) medical office building that will replace an existing 20,500 s.f. medical office building onsite, resulting in a net increase of 20,500 square feet of medical office building. The project vicinity map is shown in Figure 1.

The purpose of this traffic study is to evaluate the potential traffic impacts resulting from the development of the proposed project and highlight any critical traffic issues that should be addressed in the ongoing near term and longer term planning process. The following two scenarios were analyzed:

1. *Existing Conditions* – This scenario evaluates existing traffic and roadway conditions based on traffic counts and field surveys.
2. *Existing plus Project Conditions* – This scenario adds traffic generated by the proposed Sutter Medical Office building net additional square footage to the previous scenario.

Typical weekday a.m. and p.m. peak hour periods were analyzed. The study focused on evaluating traffic conditions at the following nine intersections that may potentially be impacted by the proposed project:

1. Eaton Avenue / Tracy Boulevard
2. Bessie Avenue/ Lowell Avenue
3. Bessie Avenue/ Beverly Place
4. Bessie Avenue/ Eaton Avenue
5. Bessie Avenue/ 11th Street
6. Parker Avenue/11th Street
7. Parker Avenue/ Eaton Avenue
8. Parker Avenue/ Beverly Place
9. Parker Avenue/Lowell Avenue

The following thresholds of significance are used for this study:

- Where feasible, the minimum acceptable LOS for roadway and overall intersection operations is LOS D.
- Within ¼ mile of any freeway, LOS E shall be allowed on roadways and at intersections to discourage inter-regional traffic from using City streets.
- In the Downtown and Bowtie area of Tracy, LOS E shall be allowed.
- At intersections where construction of improvements is not feasible, the LOS may fall below the City's LOS D standard.
- During construction of intersection improvements or funded but not yet constructed, the LOS may temporarily fall below the City's LOS D standard.

Summary and Recommendations

TJKM has reached the following conclusions regarding the proposed project in the City of Tracy:

- Under Existing Conditions (Scenario I), all study intersections except the intersection of Bessie Avenue and 11th Street operate at an acceptable level of service. The intersection of Bessie Avenue and 11th Street operates at LOS E. As stated earlier under thresholds of significance, "At intersections where construction of improvements is not feasible, the LOS may fall below the City's LOS D standard." A signal is warranted at the intersection but is not suggested. Since the majority of the side street volumes (southbound Bessie Avenue) are making a right-turn, the intersection is operating better than shown under LOS E conditions. A signal would not be helpful because it would add more delay to 11th Street.
- Since nearly 95 percent of the peak hour volumes on the side street at the intersection of Bessie Avenue and 11th Street are making a right turn, a signal is not justified.
- The proposed Project is expected to generate a net of 49 a.m. peak hour trips and 73 p.m. peak hour trips on a typical weekday.
- Under Existing plus Sutter Medical Office Project Conditions (Scenario II), all study intersections except the intersection of Bessie Avenue and 11th Street operate at an acceptable level of service. The intersection of Bessie Avenue and 11th Street technically operates at LOS E but 95 percent of the southbound traffic makes right turns, meaning the intersection actually operates better than LOS E. A new signal is warranted at the intersection but is not suggested, since most right turning traffic is not delayed. Under these circumstances, TJKM recommends leaving the intersection as is. New signals are not recommended because they would add delay to 11th Street where none exists now.
- The pedestrian crosswalk at the intersection of Eaton Avenue/Bessie Avenue was recently improved to include a colored and paved bulbout extension, which makes the crosswalk more visible and shorter to cross. Pedestrians should use the existing crosswalk.

Existing Conditions (Scenario 1)

Project Location

The proposed Sutter Medical Office development is located near the intersection of Bessie Avenue/ Eaton Avenue in Tracy. The project site and its vicinity are shown in Figure 1.

Existing Roadways

The nearest interchange to the project site is at Tracy Boulevard/I-205, which is approximately 1.5 miles north of the project site. There are several key roadways serving the project site, as shown in Figure 1 and discussed below:

I-205 is located approximately 1.5 mile to the north of the project site and extends from I-580 to I-5 through the northern portion of the City of Tracy. Near the project site interchange access is located at Tracy Boulevard.

Tracy Boulevard is located to the west of the project site. It is generally a four-lane road near the project area. The posted speed limit on Tracy Boulevard is 35 miles per hour (mph).

Bessie Avenue is a two-lane north-south roadway with on-street parking and forms the western boundary of the proposed project. The average daily traffic (ADT) is approximately 2,900 vehicles per day (vpd). The 85th percentile speed is approximately 28 mph. The posted speed limit is 25 mph.

When the speeds of all motorists at one location are ranked from slowest to fastest, the 85th-percentile speed separates the slower 85 percent from the fastest 15 percent, who typically pose the greatest safety hazard.

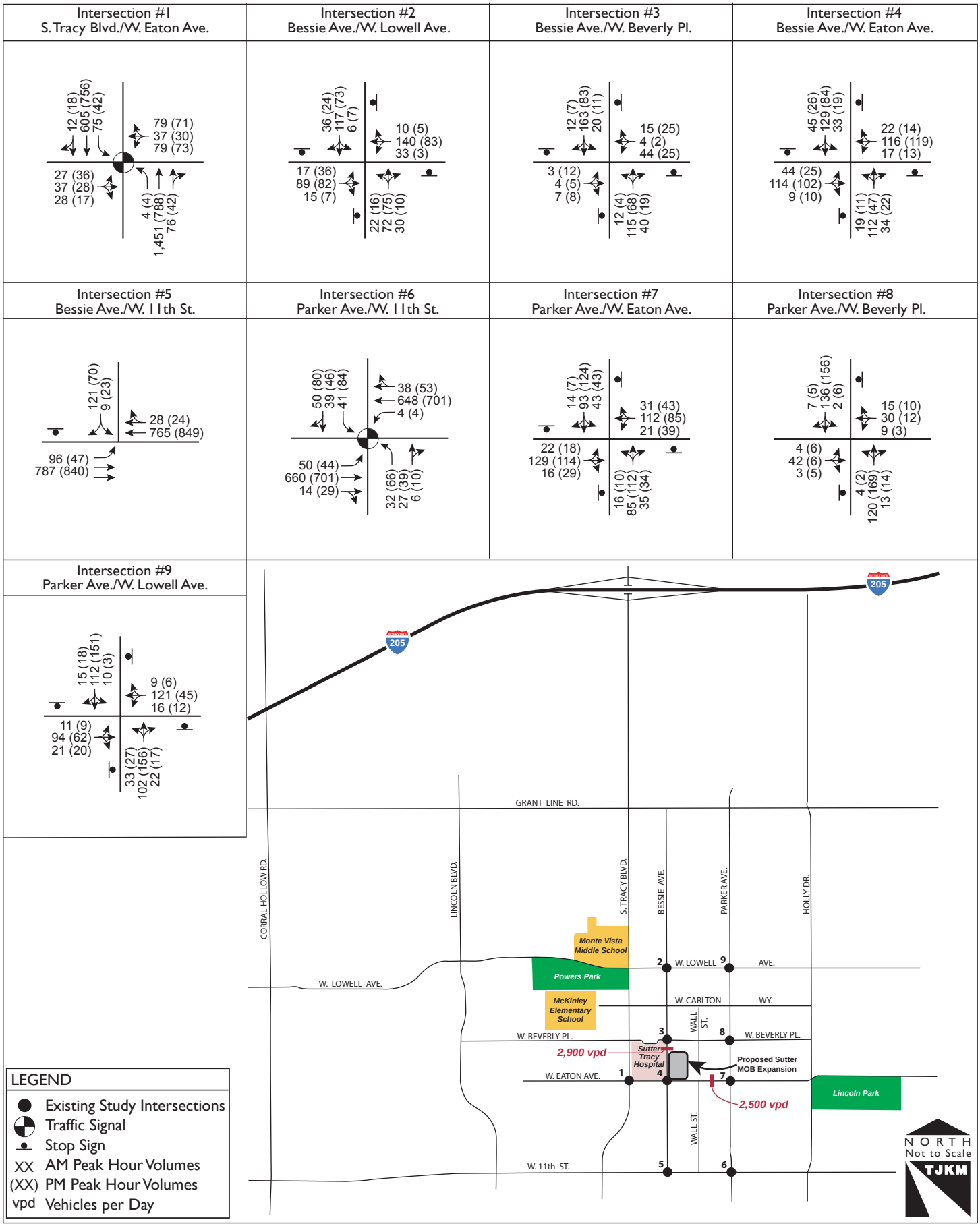
Eaton Avenue is a two-lane east-west roadway with on-street parking and forms the southern boundary of the proposed project. The ADT is approximately 2,500 vpd. The 85th percentile speed is approximately 28 mph. The posted speed limit is 25 mph.

Lowell Avenue is a two-lane east-west roadway with on-street parking and located three blocks to the north of the project site. A few speed humps are present.

The existing lane configurations for the nine study intersections are depicted in Figure 1.

City of Tracy - Traffic Impact Study for Sutter Medical Office Building Expansion Project
Existing Peak Hour Volumes, Lane Configuration, and Controls

Figure 1



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Level of Service Analysis Methodology

Level of Service is a qualitative index of the performance of an element of the transportation system. Level of Service (LOS) is a rating scale running from A to F, with A indicating no congestion of any kind, and F indicating intolerable congestion and delays.

The *2000 Highway Capacity Manual (HCM)* is the standard reference published by the Transportation Research Board, and contains the specific criteria and methods to be used in assessing LOS. There are several software packages that have been developed to implement HCM. In this study the Synchro software was used to calculate the LOS at the study intersections. A detailed description of the methodology is provided in Appendix A.

The method of unsignalized intersection capacity analysis used in this study is from Chapter 10, "Unsignalized Intersections" of the *Highway Capacity Manual, Special report No. 209,* Transportation Research Board, updated October 2000. This method applies to two-way STOP sign or YIELD sign controlled intersections (or one-way STOP sign or YIELD sign controlled intersections at three-way intersections). At such intersections, drivers on the minor street are forced to use judgment when selecting gaps in the major flow through which to execute crossings or turning maneuvers. Thus, the capacity of the controlled legs of an intersection is based on three factors:

1. The distribution of gaps in the major street traffic stream.
2. Driver judgment in selecting gaps through which to execute their desired maneuvers.
3. Follow-up time required to move into the front-of-queue position.

The level of service criterion for Two-Way STOP controlled intersections is somewhat different from the criterion used for signalized intersections. The primary reason for this is the difference that drivers expect a signalized intersection to carry higher traffic volumes than unsignalized intersections. Additionally, several driver behavior conditions combine to make delays at signalized intersections less onerous than at unsignalized intersections.

The LOS is reported for the minor approach. Depending on the availability of gaps, the minor approach might be operating at LOS D, E, or F while the overall intersection operates at LOS C or better. A minor approach that operates at LOS D, E, or F does not automatically translate into a need for a traffic signal. A signal warrant would still need to be met. There are many instances where only a few vehicles are experiencing LOS D, E, or F on the minor approach while the whole intersection operates at an acceptable LOS. A signal is usually not warranted under such conditions.

The justification for the installation of a traffic signal at an intersection is based on the warrants stated in the California Manual on Uniform Traffic Control Devices (MUTCD) published by Caltrans and the Federal Highway Administration (FHWA). The decision to install a signal should not be based solely upon the warrants, since the installation of traffic signals may increase certain types of collisions. Delay, congestion, approach conditions, driver confusion, future land use or other evidence of the need for right of way assignment beyond that which could be provided by stop signs must be demonstrated.

Level of Service Standards

The City of Tracy has established LOS D, where feasible, as the minimum acceptable LOS for roadway and overall intersection operations. However, there are certain locations where these standards do not apply. The following lists the exceptions to the LOS D standard:

- Within ¼ mile of any freeway, LOS E shall be allowed on roadways and at intersections to discourage inter-regional traffic from using City streets.
- In the Downtown and Bowtie area of Tracy, LOS E shall be allowed.
- At intersections where construction of improvements is not feasible, the LOS may fall below the City's LOS D standard.
- During construction of intersection improvements or funded but not yet constructed, the LOS may temporarily fall below the City's LOS D standard.

Existing Traffic Volumes

The existing turning movement counts at nine study intersections were collected during typical weekday a.m. (7:00-9:00) and p.m. (4:00-6:00) peak periods in September 2014. Figure 1 shows the existing peak hour turning movement volumes at the nine study intersections. The detailed count data is contained in Appendix B.

Level of Service Analysis Results – Existing Conditions

The results of the LOS analysis at the study intersections are shown in Table I. Detailed calculations are contained in Appendix B.

Table I: Intersection Levels of Service – Existing Conditions (Scenario 1)

			Existing			
Int.	*Intersections*	*Existing Control*	*AM*		*PM*	
			Delay	*LOS*	*Delay*	*LOS*
1	Tracy Blvd / Eaton Ave	Signalized	32.4	C	14.0	B
2	Bessie Ave / Lowell Ave	All Way Stop	11.2	B	8.2	A
3	Bessie Ave / Beverly Pl	All Way Stop	9.8	A	8.0	A
4	Bessie Ave / Eaton Ave	All Way Stop	13.7	B	9.8	A
5	Bessie Ave / 11th St	One Way Stop	35.6	E	43.7	E
6	Parker Ave / 11th St	Signalized	10.8	B	16.4	B
7	Parker Ave / Eaton Ave	All Way Stop	10.7	B	10.7	B
8	Parker Ave / Beverly Pl	Two Way Stop	12.3	B	11.8	B
9	Parker Ave / Lowell Ave	All Way Stop	10.6	B	9.4	A

Notes: LOS = Level of Service; X = Intersection level of service
X.X = Overall intersection delay in seconds per vehicle for signalized and all-way stop intersections, and delay for critical minor movement at unsignalized intersections

Currently, all study intersections except the intersection of Bessie Avenue and 11th Street operate at an acceptable level of service. The intersection of Bessie Avenue and 11th Street operates at LOS E.

Signal Warrants

The justification for the installation of a traffic signal at an intersection is based on the warrants stated in the California Manual on Uniform Traffic Control Devices (MUTCD) published by Caltrans and the Federal Highway Administration (FHWA). The decision to install a signal should not be based solely upon the warrants, since the installation of traffic signals may increase certain types of collisions. Delay, congestion, approach conditions, driver confusion, future land use or other evidence of the need for right of way assignment beyond that which could be provided by stop signs must be demonstrated.

A peak hour signal warrant was conducted for the intersection of Bessie Avenue and 11th Street. The signal warrant volume threshold was barely met for the a.m. peak hour. At one-way stop controlled intersections the worst minor street movement, generally the left-turn from side streets, governs LOS. Since nearly 95 percent of the peak hour volumes on the side street (southbound Bessie Avenue) are making a right turn, the left-turn movement at LOS E does not provide an accurate representation of the actual intersection LOS and a signal is not justified. In this instance, new traffic signals would actually add delay to the intersection by requiring 11th Street traffic to stop some of the time. Thus, new signals would be counter-productive.

Intersection of Bessie Avenue/11th Street – Looking East

Existing plus Project Conditions (Scenario 2)

In this scenario the projected traffic volumes generated by the proposed Sutter Medical Office Project is added to Existing Conditions.

Project Description

The proposed project consists of the development of a new 45,500 square foot (s.f.) medical office building that will replace an existing 20,500 s.f. medical office building onsite, resulting in a net increase of 20,500 square feet of medical office building. The proposed project is shown in Figure 1, and the proposed site plan is shown in Figure 2.

Trip Generation

Trip generation is defined as the number of "vehicle trips" produced by a particular land use or project. A trip is defined as a one-direction vehicle movement. The total number of trips generated by the project includes the inbound and outbound trips.

The specific details are contained in Appendix C. As shown in Table II, the proposed project is expected to generate a net of 49 a.m. peak hour trips and 73 p.m. peak hour trips on a typical weekday.

Table II: Proposed Project Trip Generation

Land Use Types	*ITE Code*	*Size*		*A.M. Peak*				*P.M. Peak*			
				Rate	*In*	*Out*	*Total*	*Rate*	*In*	*Out*	*Total*
Sutter Medical Office Building (A)	Medical Office Building (ITE 720)	45.5	KSF	2.39	86	23	109	3.57	45	117	162
Existing Land Use (B)	Medical Office Building (ITE 720)	25.0	KSF	2.39	47	13	60	3.57	25	64	89
Net Total Trips (A-B)		***20.5***	***KSF***		***39***	***10***	***49***		***20***	***53***	***73***

Note: ksf =1,000 square feet

Trip Distribution and Assignment

Trip distribution is the process of determining the proportion of vehicles that would travel between the project site and various destinations in the vicinity of the study area. Trip assignment is the process of determining the various paths vehicles would take from the project site to each destination.

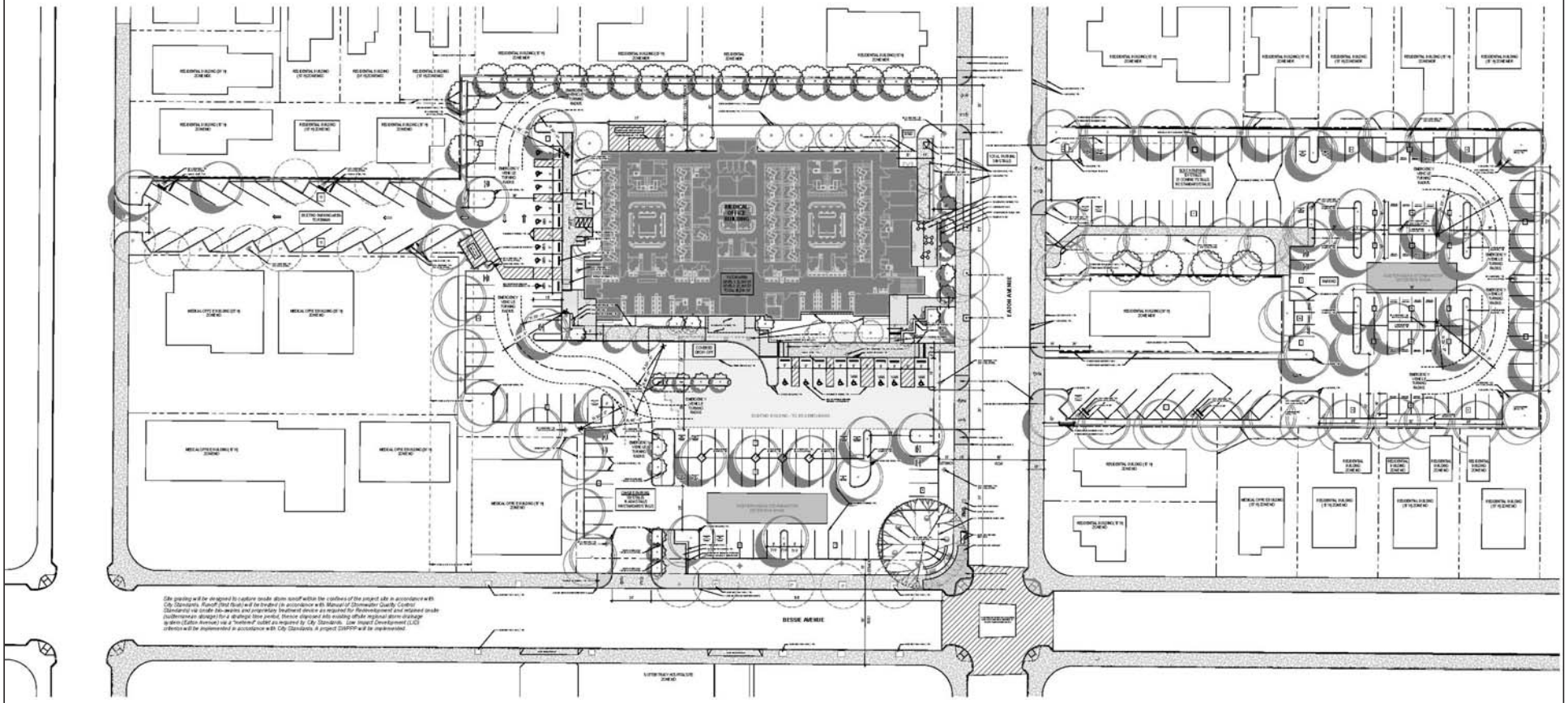
The trip distribution assumptions for the proposed project are based on traffic characteristics on the adjacent streets, as well as consultation with city staff.[1] Figure 3 shows the trip distribution assumptions for the proposed project.

[1] *Trip distribution information is based on discussions and approvals of Ripon Bhatia and Cris Mina, City of Tracy on October 9, 2014*

City of Tracy - Traffic Impact Study for Sutter Medical Office Building Expansion Project

Proposed Site Plan

Figure 2



NORTH

Not to Scale

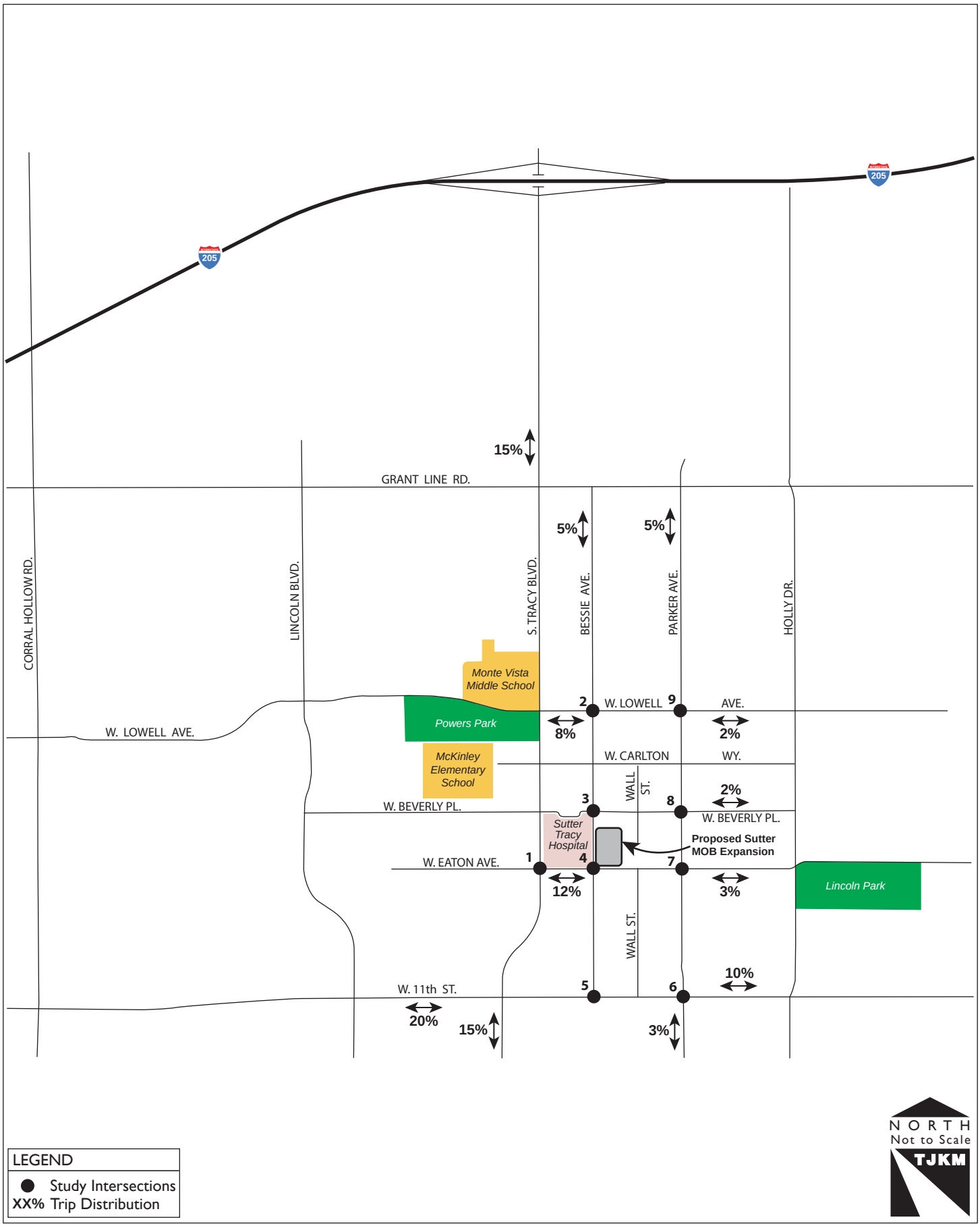
TJKM

163-133-T2 - 1/28/15 - AK

Source: LDA Partners

City of Tracy - Traffic Impact Study for Sutter Medical Office Building Expansion Project
Trip Distributions

Figure 3



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Level of Service Analysis – Existing Plus Project Conditions

The projected Existing plus Project peak hour turning movement volumes are shown in Figure 4. The results of the intersection LOS analysis under this scenario are shown in Table III. It is estimated that all intersections would operate at acceptable LOS except the intersection of Bessie Avenue and 11th Street, which operates at an unacceptable LOS E. The detailed LOS calculations are contained in Appendix C. As noted in the existing conditions section, since nearly 95 percent of the peak hour volumes on the side street (southbound Bessie Avenue) are making a right turn, the left-turn movement at LOS E does not provide an accurate representation of the actual intersection LOS, and a signal is not justified. In this instance, new traffic signals would actually add delay to the intersection by requiring 11th Street traffic to stop some of the time. Thus, new signals would be counter-productive.

Table III: Intersection Levels of Service – Exiting plus Project Condition (Scenario 2)

			Existing + Project			
Int.	***Intersections***	***Existing Control***	***AM***		***PM***	
			Delay	***LOS***	***Delay***	***LOS***
1	Tracy Blvd / Eaton Ave	Signalized	35.1	D	15.0	B
2	Bessie Ave / Lowell Ave	All Way Stop	11.4	B	8.3	A
3	Bessie Ave / Beverly Pl	All Way Stop	10.0	B	8.1	A
4	Bessie Ave / Eaton Ave	All Way Stop	14.7	B	10.4	B
5	Bessie Ave / 11th St	One Way Stop	36.4	E	46.3	E
6	Parker Ave / 11th St	Signalized	14.4	B	16.5	B
7	Parker Ave / Eaton Ave	All Way Stop	10.8	B	10.9	B
8	Parker Ave / Beverly Pl	Two Way Stop	12.3	B	11.8	B
9	Parker Ave / Lowell Ave	All Way Stop	10.7	B	9.5	A

Notes: LOS = Level of Service; X = Intersection level of service
X.X = Overall intersection delay in seconds per vehicle for signalized and all-way stop intersections, and delay for critical minor movement at unsignalized intersections

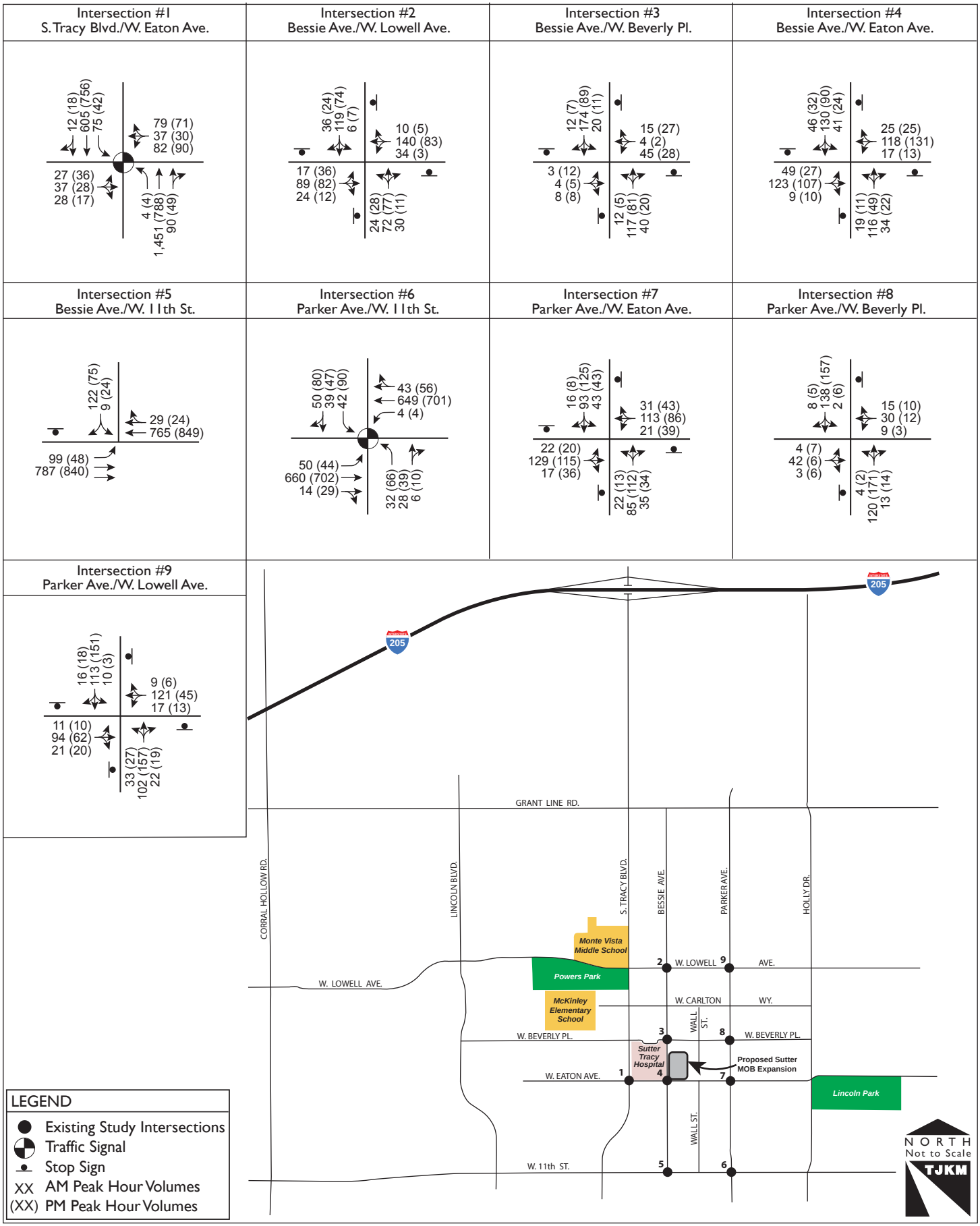
Table IV shows the change in delay between Existing Conditions and Existing plus Project Conditions at the study intersections. It is estimated that minimal additional delays are expected at all study intersections.

Table IV: Comparison of Changes in Delay – between Existing Condition (Scenario 1) and Existing plus Proposed Project Condition (Scenario 2)

			Changes in Average Delay (seconds)	
Int.	***Intersections***	***Existing Control***	***AM***	***PM***
1	Tracy Blvd / Eaton Ave	Signalized	2.7	1.0
2	Bessie Ave / Lowell Ave	All Way Stop	0.2	0.1
3	Bessie Ave / Beverly Pl	All Way Stop	0.2	0.1
4	Bessie Ave / Eaton Ave	All Way Stop	1.0	0.6
5	Bessie Ave / 11th St	One Way Stop	0.8	2.6
6	Parker Ave / 11th St	Signalized	3.6	0.1
7	Parker Ave / Eaton Ave	All Way Stop	0.1	0.2
8	Parker Ave / Beverly Pl	Two Way Stop	0.0	0.0
9	Parker Ave / Lowell Ave	All Way Stop	0.1	0.1

City of Tracy - Traffic Impact Study for Sutter Medical Office Building Expansion Project
Existing plus Project Peak Hour Volumes

Figure 4



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Proposed Circulation

As shown on the proposed site plan (Figure 2), two driveways are proposed on Eaton Avenue and one driveway on Bessie Avenue. The driveway on Bessie Avenue is approximately 200 feet north of Eaton Avenue. The main driveway on Eaton Avenue is approximately 225 feet to the east of Bessie Avenue and the secondary driveway that serves ambulance vehicles is approximately 170 feet to the east of the primary driveway.

The project shows 249 parking stalls – 120 parking stalls at the medical office building site and 129 parking stalls on a separate site to the south of Eaton Avenue. The overall internal circulation seems to flow well. Internal two-way traffic flow is maintained through 29-foot wide two-lane roadways that circulate through the main site. A one-way outbound driveway is also shown from the site to Beverly Place to the north.

Landscaping plants at locations of all intersecting corners should be kept to lower than 3.5 feet. This will ensure sight visibilities are not obstructed.

Conclusions

TJKM has reached the following conclusions regarding the proposed project in the City of Tracy:

- Under Existing Conditions (Scenario I), all study intersections except the intersection of Bessie Avenue and 11th Street operate at an acceptable level of service. The intersection of Bessie Avenue and 11th Street operates at LOS E. As stated earlier under thresholds of significance, "At intersections where construction of improvements is not feasible, the LOS may fall below the City's LOS D standard." A signal is warranted at the intersection but is not suggested. Since the majority of the side street volumes (southbound Bessie Avenue) are making a right-turn, the intersection is operating better than shown under LOS E conditions. A signal would not be helpful because it would add more delay to 11th Street.
- Since nearly 95 percent of the peak hour volumes on the side street at the intersection of Bessie Avenue and 11th Street are making a right turn, a signal is not justified.
- The proposed Project is expected to generate a net of 49 a.m. peak hour trips and 73 p.m. peak hour trips on a typical weekday.
- Under Existing plus Sutter Medical Office Project Conditions (Scenario II), all study intersections except the intersection of Bessie Avenue and 11th Street operate at an acceptable level of service. The intersection of Bessie Avenue and 11th Street technically operates at LOS E but 95 percent of the southbound traffic makes right turns, meaning the intersection actually operates better than LOS E. A new signal is warranted at the intersection but is not suggested, since most right turning traffic is not delayed. Under these circumstances, TJKM recommends leaving the intersection as is. New signals are not recommended because they would add delay to 11th Street where none exists now.

The pedestrian crosswalk at the intersection of Eaton Avenue/Bessie Avenue was recently improved to include a colored and paved bulbout extension, which makes the crosswalk more visible and shorter to cross. Pedestrians should use the existing crosswalk.

Study References

TJKM Personnel

Christopher Thnay, PE, AICP	Project Manager
Chris Kinzel, PE	QA/QC
Prashanth Dullu	Assistant Transportation Engineer
Rosa Johnson	Word Processing

Persons Consulted

Cris Mina, PE	City of Tracy
Ripon Bhatia, PE	City of Tracy
Bill Dean, AICP	City of Tracy

Appendix A – Level of Service Methodology

APPENDIX A
LEVEL OF SERVICE

The description and procedures for calculating capacity and level of service are found in Transportation Research Board, Highway Capacity Manual 2000. Highway Capacity Manual 2000 represents the latest research on capacity and quality of service for transportation facilities.

Quality of service requires quantitative measures to characterize operational conditions within a traffic stream. Level of service is a quality measure describing operational conditions within a traffic stream, generally in terms of such service measures as speed and travel time, freedom to maneuver, traffic interruptions, and comfort and convenience.

Six levels of service are defined for each type of facility that has analysis procedures available. Letters designate each level, from A to F, with level-of-service A representing the best operating conditions and level-of-service F the worst. Each level of service represents a range of operating conditions and the driver's perception of these conditions. Safety is not included in the measures that establish service levels.

A general description of service levels for various types of facilities is shown in Table A-I

Table A-I: Level of Service Description

	Uninterrupted Flow	**Interrupted Flow**
Facility Type	Freeways Multi-lane Highways Two-lane Highways Urban Streets	Signalized Intersections Unsignalized Intersections Two-way Stop Control All-way Stop Control
LOS		
A	Free-flow	Very low delay.
B	Stable flow. Presence of other users noticeable.	Low delay.
C	Stable flow. Comfort and convenience starts to decline.	Acceptable delay.
D	High density stable flow.	Tolerable delay.
E	Unstable flow.	Limit of acceptable delay.
F	Forced or breakdown flow.	Unacceptable delay

Source: Highway Capacity Manual 2000

Urban Streets

The term "urban streets" refers to urban arterials and collectors, including those in downtown areas.

Arterial streets are roads that primarily serve longer through trips. However, providing access to abutting commercial and residential land uses is also an important function of arterials.
Collector streets provide both land access and traffic circulation within residential, commercial and industrial areas. Their access function is more important than that of arterials, and unlike arterials their operation is not always dominated by traffic signals.
Downtown streets are signalized facilities that often resemble arterials. They not only move through traffic but also provide access to local businesses for passenger cars, transit buses, and trucks. Pedestrian conflicts and lane obstructions created by stopping or standing buses, trucks and parking vehicles that cause turbulence in the traffic flow are typical of downtown streets.

The speed of vehicles on urban streets is influenced by three main factors, street environment, interaction among vehicles and traffic control. As a result, these factors also affect quality of service.

The street environment includes the geometric characteristics of the facility, the character of roadside activity and adjacent land uses. Thus, the environment reflects the number and width of lanes, type of median, driveway density, spacing between signalized intersections, existence of parking, level of pedestrian activity and speed limit.

The interaction among vehicles is determined by traffic density, the proportion of trucks and buses, and turning movements. This interaction affects the operation of vehicles at intersections and, to a lesser extent, between signals.

Traffic control (including signals and signs) forces a portion of all vehicles to slow or stop. The delays and speed changes caused by traffic control devices reduce vehicle speeds, however, such controls are needed to establish right-of-way.

The average travel speed for through vehicles along an urban street is the determinant of the operating level of service. The travel speed along a segment, section or entire length of an urban street is dependent on the running speed between signalized intersections and the amount of control delay incurred at signalized intersections.

Level-of-service A describes primarily free-flow operations. Vehicles are completely unimpeded in their ability to maneuver within the traffic stream. Control delay at signalized intersections is minimal.

Level-of-service B describes reasonably unimpeded operations. The ability to maneuver within the traffic stream is only slightly restricted, and control delays at signalized intersections are not significant.

Level-of-service C describes stable operations, however, ability to maneuver and change lanes in midblock location may be more restricted than at level-of-service B. Longer queues, adverse signal coordination, or both may contribute to lower travel speeds.

Level-of-service D borders on a range in which in which small increases in flow may cause substantial increases in delay and decreases in travel speed. Level-of-service D may be due to adverse signal progression, inappropriate signal timing, high volumes, or a combination of these factors.

Level-of-service E is characterized by significant delays and lower travel speeds. Such operations are caused by a combination of adverse progression, high signal density, high volumes, extensive delays at critical intersections, and inappropriate signal timing.

Level-of-service F is characterized by urban street flow at extremely low speeds. Intersection congestion is likely at critical signalized locations, with high delays, high volumes, and extensive queuing.

The methodology to determine level of service stratifies urban streets into four classifications. The classifications are complex, and are related to functional and design categories. Table A-II describes the functional and design categories, while Table A-III relates these to the urban street classification.

Once classified, the urban street is divided into segments for analysis. An urban street segment is a one-way section of street encompassing a series of blocks or links terminating at a signalized intersection. Adjacent segments of urban streets may be combined to form larger street sections, provided that the segments have similar demand flows and characteristics.

Levels of service are related to the average travel speed of vehicles along the urban street segment or section.

Travel times for existing conditions are obtained by field measurements. The maximum-car technique is used. The vehicle is driven at the posted speed limit unless impeded by actual traffic conditions. In the maximum-car technique, a safe level of vehicular operation is maintained by observing proper following distances and by changing speeds at reasonable rates of acceleration and deceleration. The maximum-car technique provides the best base for measuring traffic performance.

An observer records the travel time and locations and duration of delay. The beginning and ending points are the centers of intersections. Delays include times waiting in queues at signalized intersections. The travel speed is determined by dividing the length of the segment by the travel time. Once the travel speed on the arterial is determined, the level of service is found by comparing the speed to the criteria in Table A-IV. Level-of-service criteria vary for the different classifications of urban street, reflecting differences in driver expectations.

Table A-II: Functional and Design Categories for Urban Streets

Criterion	Functional Category	
	Principal Arterial	**Minor Arterial**
Mobility function	Very important	Important
Access function	Very minor	Substantial
Points connected	Freeways, important activity centers, major traffic generators	Principal arterials
Predominant trips served	Relatively long trips between major points and through trips entering, leaving, and passing through city	Trips of moderate length within relatively small geographical areas

Criterion	Design Category			
	High-Speed	**Suburban**	**Intermediate**	**Urban**
Driveway access density	Very low density	Low density	Moderate density	High density
Arterial type	Multilane divided; undivided or two-lane with shoulders	Multilane divided: undivided or two-lane with shoulders	Multilane divided or undivided; one way, two lane	Undivided one way; two way, two or more lanes
Parking	No	No	Some	Usually
Separate left-turn lanes	Yes	Yes	Usually	Some
Signals per mile	0.5 to 2	1 to 5	4 to 10	6 to 12
Speed limits	45 to 55 mph	40 to 45 mph	30 to 40 mph	25 to 35 mph
Pedestrian activity	Very little	Little	Some	Usually
Roadside development	Low density	Low to medium density	Medium to moderate density	High density

Source: Highway Capacity Manual 2000

Table A-III: Urban Street Class based on Function and Design Categories

	Functional Category	
Design Category	**Principal Arterial**	**Minor Arterial**
High-Speed	I	Not applicable
Suburban	II	II
Intermediate	II	III or IV
Urban	III or IV	IV

Source: Highway Capacity Manual 2000

Table A-IV: Urban Street Levels of Service by Class

Urban Street Class	**I**	**II**	**III**	**IV**
Range of Free Flow Speeds (mph)	45 to 55	35 to 45	30 to 35	25 to 35
Typical Free Flow Speed (mph)	50	40	33	30
Level of Service	**Average Travel Speed (mph)**			
A	>42	>35	>30	>25
B	>34	>28	>24	>19
C	>27	>22	>18	>13
D	>21	>17	>14	>9
E	>16	>13	>10	>7
F	≤16	≤13	≤10	≤7

Source: Highway Capacity Manual 2000

Interrupted Flow

One of the more important elements limiting, and often interrupting the flow of traffic on a highway is the intersection. Flow on an interrupted facility is usually dominated by points of fixed operation such as traffic signals, stop and yield signs. These all operate quite differently and have differing impacts on overall flow.

Signalized Intersections

The capacity of a highway is related primarily to the geometric characteristics of the facility, as well as to the composition of the traffic stream on the facility. Geometrics are a fixed, or non-varying, characteristic of a facility.

At the signalized intersection, an additional element is introduced into the concept of capacity: time allocation. A traffic signal essentially allocates time among conflicting traffic movements seeking use of the same physical space. The way in which time is allocated has a significant impact on the operation of the intersection and on the capacity of the intersection and its approaches.

Level of service for signalized intersections is defined in terms of control delay, which is a measure of driver discomfort, frustration, fuel consumption, and increased travel time. The delay experienced by a motorist is made up of a number of factors that relate to control, traffic and incidents. Total delay is the difference between the travel time actually experienced and the reference travel time that would result during base conditions, *i. e.,* in the absence of traffic control, geometric delay, any incidents, and any other vehicles. Specifically, level of service criteria for traffic signals are stated in terms of average control delay per vehicle, typically for a 15-minute analysis period. Delay is a complex measure and depends on a number of variables, including the quality of progression, the cycle length, the ratio of green time to cycle length and the volume to capacity ratio for the lane group.

For each intersection analyzed the average control delay per vehicle per approach is determined for the peak hour. A weighted average of control delay per vehicle is then determined for the intersection. A level of service designation is given to the control delay to better describe the level of operation. A description of levels of service for signalized intersections can be found in Table A-V

Table A-V: Description of Level of Service for Signalized Intersections

Level of Service	Description
A	Very low control delay, up to 10 seconds per vehicle. Progression is extremely favorable, and most vehicles arrive during the green phase. Many vehicles do not stop at all. Short cycle lengths may tend to contribute to low delay values.
B	Control delay greater than 10 and up to 20 seconds per vehicle. There is good progression or short cycle lengths or both. More vehicles stop causing higher levels of delay.
C	Control delay greater than 20 and up to 35 seconds per vehicle. Higher delays are caused by fair progression or longer cycle lengths or both. Individual cycle failures may begin to appear. Cycle failure occurs when a given green phase doe not serve queued vehicles, and overflow occurs. The number of vehicles stopping is significant, though many still pass through the intersection without stopping.
D	Control delay greater than 35 and up to 55 seconds per vehicle. The influence of congestions becomes more noticeable. Longer delays may result from some combination of unfavorable progression, long cycle lengths, or high volumes. Many vehicles stop, the proportion of vehicles not stopping declines. Individual cycle failures are noticeable.
E	Control delay greater than 55 and up to 80 seconds per vehicle. The limit of acceptable delay. High delays usually indicate poor progression, long cycle lengths, and high volumes. Individual cycle failures are frequent.
F	Control delay in excess of 80 seconds per vehicle. Unacceptable to most drivers. Oversaturation, arrival flow rates exceed the capacity of the intersection. Many individual cycle failures. Poor progression and long cycle lengths may also be contributing factors to higher delay.

Source: Highway Capacity Manual 2000

The use of control delay, which may also be referred to as signal delay, was introduced in the 1997 update to the *Highway Capacity Manual*, and represents a departure from previous updates. In the third edition, published in 1985 and the 1994 update to the third edition, delay only included stopped delay. Thus, the level of service criteria listed in Table A-V differs from earlier criteria.

Unsignalized Intersections

The current procedures on unsignalized intersections were first introduced in the 1997 update to the *Highway Capacity Manual* and represent a revision of the methodology published in the 1994 update to the 1985 *Highway Capacity Manual*. The revised procedures use control delay as a measure of effectiveness to determine level of service. Delay is a measure of driver discomfort, frustration, fuel consumption, and increased travel time. The delay experienced by a motorist is made up of a number of factors that relate to control, traffic and incidents. Total delay is the difference between the travel time actually experienced and the reference travel time that would result during base conditions, *i. e.,* in the absence of traffic control, geometric delay, any incidents, and any other vehicles. Control delay is the increased time of travel for a vehicle approaching and passing through an unsignalized intersection, compared with a free-flow vehicle if it were not required to slow or stop at the intersection.

Two-Way Stop Controlled Intersections

Two-way stop controlled intersections in which stop signs are used to assign the right-of-way, are the most prevalent type of intersection in the United States. At two-way stop-controlled intersections the stop-controlled approaches are referred as the minor street approaches and can be either public streets or private driveways. The approaches that are not controlled by stop signs are referred to as the major street approaches.

The capacity of movements subject to delay are determined using the "critical gap" method of capacity analysis. Expected average control delay based on movement volume and movement capacity is calculated. A level of service designation is given to the expected control delay for each minor movement. Level of service is not defined for the intersection as a whole. Control delay is the increased time of travel for a vehicle approaching and passing through a stop-controlled intersection, compared with a free-flow vehicle if it were not required

to slow or stop at the intersection. A description of levels of service for two-way stop-controlled intersections is found in Table A-VI.

Table A-VI: Description of Level of Service for Two-Way Stop Controlled Intersections

Level of Service	Description
A	Very low control delay less than 10 seconds per vehicle for each movement subject to delay.
B	Low control delay greater than 10 and up to 15 seconds per vehicle for each movement subject to delay.
C	Acceptable control delay greater than 15 and up to 25 seconds per vehicle for each movement subject to delay.
D	Tolerable control delay greater than 25 and up to 35 seconds per vehicle for each movement subject to delay.
E	Limit of tolerable control delay greater than 35 and up to 50 seconds per vehicle for each movement subject to delay.
F	Unacceptable control delay in excess of 50 seconds per vehicle for each movement subject to delay.

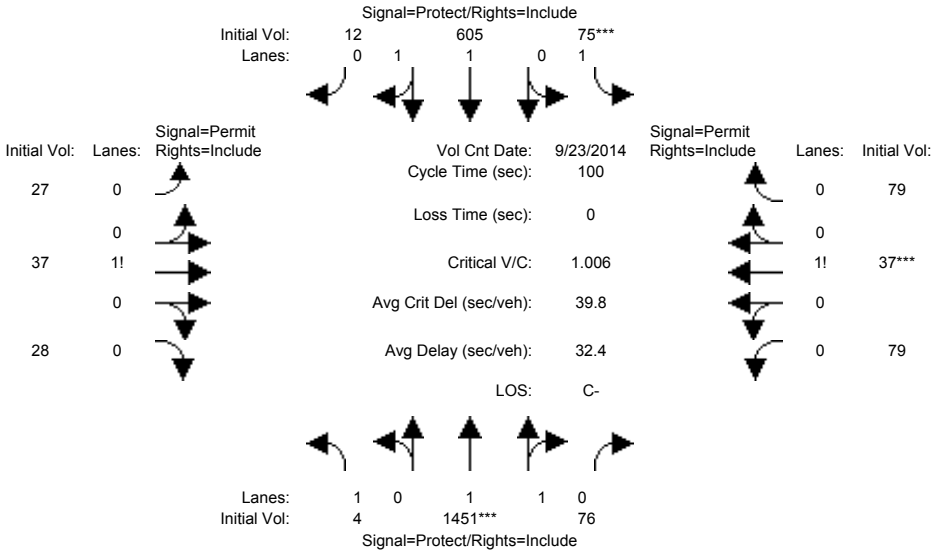
Source: Highway Capacity Manual 2000

Appendix B

- Intersection Turning Movement Counts
- Level of Service Worksheets: Existing Conditions (Scenario 1)

Level Of Service Computation Report
2000 HCM Operations (Base Volume Alternative)
Existing AM

Intersection #1: S Tracy Blvd / W Eaton Ave



Street Name:	S Tracy Blvd						W Eaton Ave					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	0	0	0	0	0	0	0	0	0	0	0	0
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module: >> Count Date: 23 Sep 2014 << 7:45 am to 8:45 am												
Base Vol:	4	1451	76	75	605	12	27	37	28	79	37	79
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	4	1451	76	75	605	12	27	37	28	79	37	79
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	0.57	0.57	0.57	0.80	0.80	0.80	0.70	0.70	0.70	0.81	0.81	0.81
PHF Volume:	7	2546	133	94	756	15	39	53	40	98	46	98
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	7	2546	133	94	756	15	39	53	40	98	46	98
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	7	2546	133	94	756	15	39	53	40	98	46	98
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	0.92	0.92	0.92	0.92	0.92	0.76	0.76	0.76	0.69	0.69	0.69
Lanes:	1.00	1.90	0.10	1.00	1.96	0.04	0.29	0.41	0.30	0.41	0.19	0.40
Final Sat.:	1753	3308	173	1753	3427	68	423	579	438	533	249	533
Capacity Analysis Module:												
Vol/Sat:	0.00	0.77	0.77	0.05	0.22	0.22	0.09	0.09	0.09	0.18	0.18	0.18
Crit Moves:		****		****							****	
Green/Cycle:	0.01	0.76	0.76	0.05	0.80	0.80	0.18	0.18	0.18	0.18	0.18	0.18
Volume/Cap:	0.27	1.01	1.01	1.01	0.27	0.27	0.50	0.50	0.50	1.01	1.01	1.01
Uniform Del:	48.7	11.8	11.8	47.3	2.5	2.5	36.8	36.8	36.8	40.9	40.9	40.9
IncremntDel:	5.8	19.0	19.0	95.0	0.1	0.1	1.5	1.5	1.5	59.8	59.8	59.8
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Delay/Veh:	54.5	30.7	30.7	142.3	2.5	2.5	38.3	38.3	38.3	100.7	101	100.7
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	54.5	30.7	30.7	142.3	2.5	2.5	38.3	38.3	38.3	100.7	101	100.7
LOS by Move:	D-	C	C	F	A	A	D+	D+	D+	F	F	F
HCM2k95thQ:	1	81	81	12	6	6	8	8	8	22	22	22

Note: Queue reported is the number of cars per lane.

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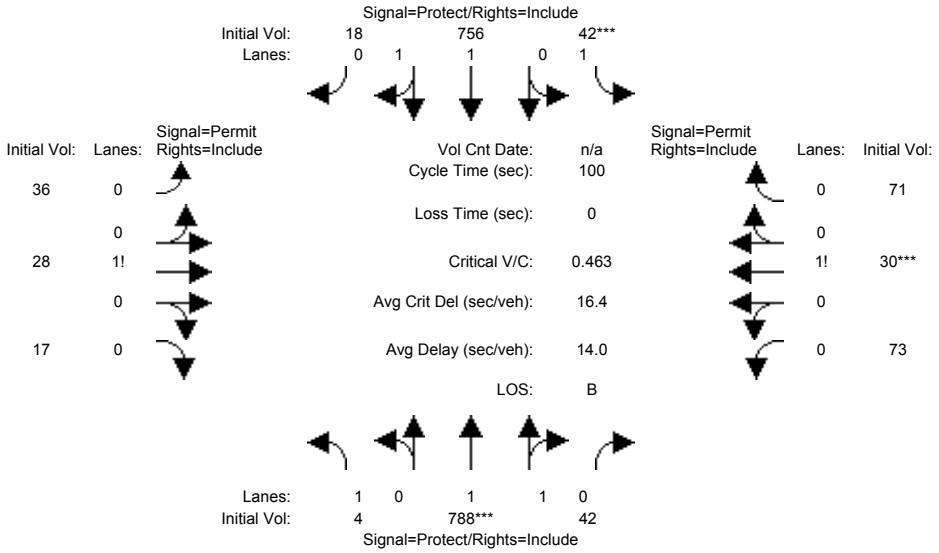
Level Of Service Computation Report
2000 HCM Operations (Base Volume Alternative)
Existing PM

Intersection #1: S Tracy Blvd / W Eaton Ave




```
Street Name:           S Tracy Blvd                      W Eaton Ave
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Min. Green:     0    0     0     0    0     0     0    0     0     0    0     0
Y+R:          4.0  4.0   4.0   4.0  4.0   4.0   4.0  4.0   4.0   4.0  4.0   4.0
------------|---------------||---------------||---------------||---------------|
Volume Module:5:00 pm to 6:00 pm
Base Vol:       4  788    42    42  756    18    36   28    17    73   30    71
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:    4  788    42    42  756    18    36   28    17    73   30    71
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     0.90 0.90  0.90  0.90 0.90  0.90  0.88 0.88  0.88  0.69 0.69  0.69
PHF Volume:     4  876    47    47  840    20    41   32    19   106   43   103
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
Reduced Vol:    4  876    47    47  840    20    41   32    19   106   43   103
PCE Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
MLF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
FinalVolume:    4  876    47    47  840    20    41   32    19   106   43   103
------------|---------------||---------------||---------------||---------------|
Saturation Flow Module:
Sat/Lane:    1900 1900  1900  1900 1900  1900  1900 1900  1900  1900 1900  1900
Adjustment:  0.92 0.92  0.92  0.92 0.92  0.92  0.79 0.79  0.79  0.78 0.78  0.78
Lanes:       1.00 1.90  0.10  1.00 1.95  0.05  0.44 0.35  0.21  0.42 0.17  0.41
Final Sat.:  1753 3301   176  1753 3414    81   663  516   313   620  255   603
------------|---------------||---------------||---------------||---------------|
Capacity Analysis Module:
Vol/Sat:     0.00 0.27  0.27  0.03 0.25  0.25  0.06 0.06  0.06  0.17 0.17  0.17
Crit Moves:        ****        ****                                   ****
Green/Cycle: 0.01 0.57  0.57  0.06 0.62  0.62  0.37 0.37  0.37  0.37 0.37  0.37
Volume/Cap:  0.39 0.46  0.46  0.46 0.39  0.39  0.17 0.17  0.17  0.46 0.46  0.46
Uniform Del: 49.5 12.4  12.4  45.6  9.4   9.4  21.2 21.2  21.2  24.0 24.0  24.0
IncremntDel: 21.2  0.2   0.2   3.3  0.1   0.1   0.1  0.1   0.1   0.6  0.6   0.6
InitQueuDel:  0.0  0.0   0.0   0.0  0.0   0.0   0.0  0.0   0.0   0.0  0.0   0.0
Delay Adj:   1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Delay/Veh:   70.7 12.6  12.6  49.0  9.5   9.5  21.4 21.4  21.4  24.6 24.6  24.6
User DelAdj: 1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
AdjDel/Veh:  70.7 12.6  12.6  49.0  9.5   9.5  21.4 21.4  21.4  24.6 24.6  24.6
LOS by Move:    E    B     B     D    A     A    C+   C+    C+     C    C     C
HCM2k95thQ:     1   16    16     4   13    13     4    4     4    12   12    12
Note: Queue reported is the number of cars per lane.
```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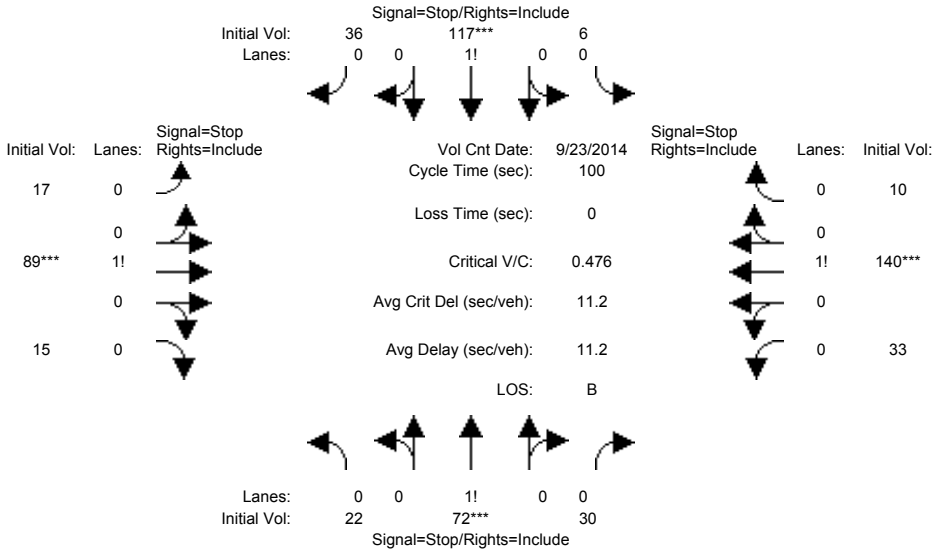
Level Of Service Computation Report
2000 HCM 4-Way Stop (Base Volume Alternative)
Existing AM

Intersection #2: Bessie Ave / W Lowell Ave




```
Street Name:            Bessie Ave                      W Lowell Ave
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Min. Green:     0    0     0     0    0     0     0    0     0     0    0     0
------------|---------------||---------------||---------------||---------------|
Volume Module: >> Count Date: 23 Sep 2014 << 7:30 am to 8:30 am
Base Vol:      22   72    30     6  117    36    17   89    15    33  140    10
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:   22   72    30     6  117    36    17   89    15    33  140    10
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     0.70 0.70  0.70  0.69 0.69  0.69  0.78 0.78  0.78  0.59 0.59  0.59
PHF Volume:    31  103    43     9  170    52    22  114    19    56  237    17
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
Reduced Vol:   31  103    43     9  170    52    22  114    19    56  237    17
PCE Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
MLF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
FinalVolume:   31  103    43     9  170    52    22  114    19    56  237    17
------------|---------------||---------------||---------------||---------------|
Saturation Flow Module:
Adjustment:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Lanes:       0.18 0.58  0.24  0.04 0.73  0.23  0.14 0.74  0.12  0.18 0.77  0.05
Final Sat.:   109  357   149    24  466   143    86  449    76   118  499    36
------------|---------------||---------------||---------------||---------------|
Capacity Analysis Module:
Vol/Sat:     0.29 0.29  0.29  0.36 0.36  0.36  0.25 0.25  0.25  0.48 0.48  0.48
Crit Moves:       ****             ****             ****             ****
Delay/Veh:   10.3 10.3  10.3  11.0 11.0  11.0  10.1 10.1  10.1  12.5 12.5  12.5
Delay Adj:   1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
AdjDel/Veh:  10.3 10.3  10.3  11.0 11.0  11.0  10.1 10.1  10.1  12.5 12.5  12.5
LOS by Move:    B    B     B     B    B     B     B    B     B     B    B     B
ApproachDel:      10.3             11.0             10.1             12.5
Delay Adj:        1.00             1.00             1.00             1.00
ApprAdjDel:       10.3             11.0             10.1             12.5
LOS by Appr:         B                B                B                B
AllWayAvgQ:   0.3  0.3   0.3   0.5  0.5   0.5   0.3  0.3   0.3   0.8  0.8   0.8
Note: Queue reported is the number of cars per lane.
                Peak Hour Volume Signal Warrant Report [Urban]
*******************************************************************************
Intersection #2 Bessie Ave / W Lowell Ave
*******************************************************************************
Base Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
```

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```
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign        Stop Sign        Stop Sign
Lanes:        0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0
Initial Vol:   22   72    30     6  117    36    17   89    15    33  140    10
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             304
Minor Approach Volume:           159
Minor Approach Volume Threshold: 537
-------------------------------------------------------------------------------
```

SIGNAL WARRANT DISCLAIMER

This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace a rigorous and complete traffic signal warrant analysis by the responsible jurisdiction. Consideration of the other signal warrants, which is beyond the scope of this software, may yield different results.

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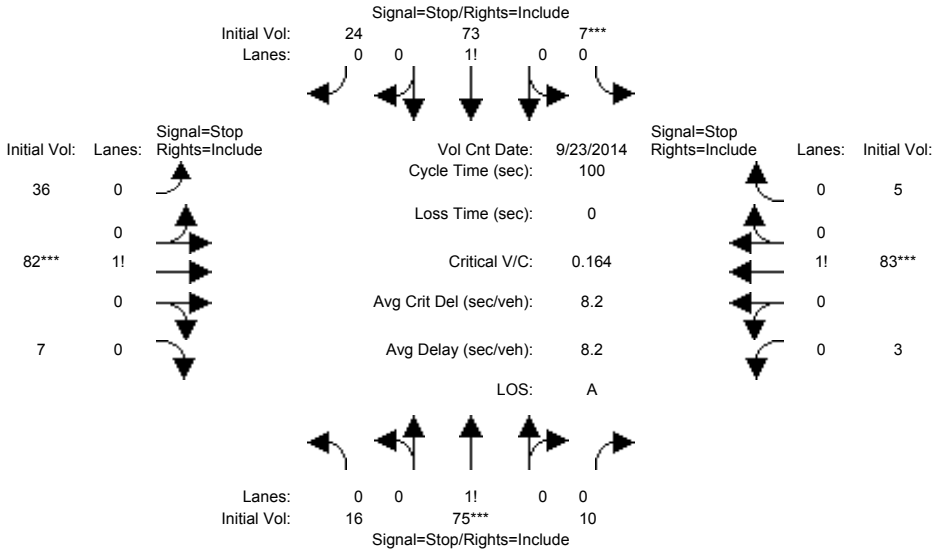
Level Of Service Computation Report
2000 HCM 4-Way Stop (Base Volume Alternative)
Existing PM

Intersection #2: Bessie Ave / W Lowell Ave




```
Street Name:            Bessie Ave                      W Lowell Ave
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Min. Green:     0    0     0     0    0     0     0    0     0     0    0     0
------------|---------------||---------------||---------------||---------------|
Volume Module: >> Count Date: 23 Sep 2014 << 5:00 pm to 6:00 pm
Base Vol:      16   75    10     7   73    24    36   82     7     3   83     5
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:   16   75    10     7   73    24    36   82     7     3   83     5
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Volume:    16   75    10     7   73    24    36   82     7     3   83     5
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
Reduced Vol:   16   75    10     7   73    24    36   82     7     3   83     5
PCE Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
MLF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
FinalVolume:   16   75    10     7   73    24    36   82     7     3   83     5
------------|---------------||---------------||---------------||---------------|
Saturation Flow Module:
Adjustment:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Lanes:       0.16 0.74  0.10  0.07 0.70  0.23  0.29 0.65  0.06  0.03 0.92  0.05
Final Sat.:   120  564    75    52  545   179   220  500    43    25  695    42
------------|---------------||---------------||---------------||---------------|
Capacity Analysis Module:
Vol/Sat:     0.13 0.13  0.13  0.13 0.13  0.13  0.16 0.16  0.16  0.12 0.12  0.12
Crit Moves:        ****        ****                  ****             ****
Delay/Veh:    8.2  8.2   8.2   8.1  8.1   8.1   8.4  8.4   8.4   8.1  8.1   8.1
Delay Adj:   1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
AdjDel/Veh:   8.2  8.2   8.2   8.1  8.1   8.1   8.4  8.4   8.4   8.1  8.1   8.1
LOS by Move:    A    A     A     A    A     A     A    A     A     A    A     A
ApproachDel:       8.2              8.1              8.4              8.1
Delay Adj:        1.00             1.00             1.00             1.00
ApprAdjDel:        8.2              8.1              8.4              8.1
LOS by Appr:         A                A                A                A
AllWayAvgQ:   0.1  0.1   0.1   0.1  0.1   0.1   0.2  0.2   0.2   0.1  0.1   0.1
Note: Queue reported is the number of cars per lane.
                Peak Hour Volume Signal Warrant Report [Urban]
*******************************************************************************
Intersection #2 Bessie Ave / W Lowell Ave
*******************************************************************************
Base Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
```

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```
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign        Stop Sign        Stop Sign
Lanes:        0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0
Initial Vol:   16   75    10     7   73    24    36   82     7     3   83     5
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             216
Minor Approach Volume:           104
Minor Approach Volume Threshold: 628
-------------------------------------------------------------------------------
```

SIGNAL WARRANT DISCLAIMER

This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace a rigorous and complete traffic signal warrant analysis by the responsible jurisdiction. Consideration of the other signal warrants, which is beyond the scope of this software, may yield different results.

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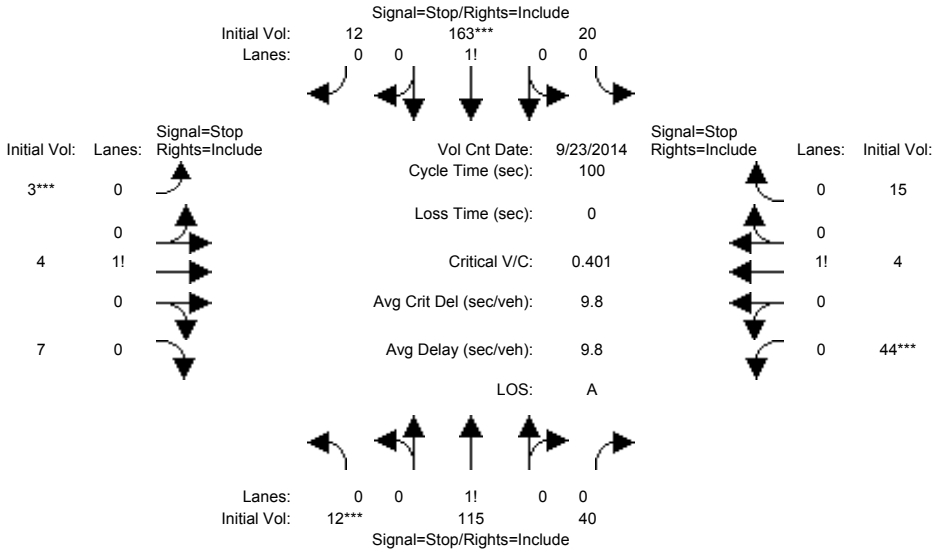
Level Of Service Computation Report
2000 HCM 4-Way Stop (Base Volume Alternative)
Existing AM

Intersection #3: Bessie Ave / W Beverly Pl




```
Street Name:            Bessie Ave                      W Beverly Pl
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Min. Green:     0    0     0     0    0     0     0    0     0     0    0     0
------------|---------------||---------------||---------------||---------------|
Volume Module: >> Count Date: 23 Sep 2014 << 7:30 a.m. to 8:30 a.m.
Base Vol:      12  115    40    20  163    12     3    4     7    44    4    15
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:   12  115    40    20  163    12     3    4     7    44    4    15
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     0.68 0.68  0.68  0.63 0.63  0.63  0.50 0.50  0.50  0.58 0.58  0.58
PHF Volume:    18  169    59    32  259    19     6    8    14    76    7    26
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
Reduced Vol:   18  169    59    32  259    19     6    8    14    76    7    26
PCE Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
MLF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
FinalVolume:   18  169    59    32  259    19     6    8    14    76    7    26
------------|---------------||---------------||---------------||---------------|
Saturation Flow Module:
Adjustment:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Lanes:       0.07 0.69  0.24  0.10 0.84  0.06  0.21 0.29  0.50  0.70 0.06  0.24
Final Sat.:    56  533   185    79  645    47   136  181   317   445   40   152
------------|---------------||---------------||---------------||---------------|
Capacity Analysis Module:
Vol/Sat:     0.32 0.32  0.32  0.40 0.40  0.40  0.04 0.04  0.04  0.17 0.17  0.17
Crit Moves:  ****                 ****        ****              ****
Delay/Veh:    9.5  9.5   9.5  10.5 10.5  10.5   8.3  8.3   8.3   9.2  9.2   9.2
Delay Adj:   1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
AdjDel/Veh:   9.5  9.5   9.5  10.5 10.5  10.5   8.3  8.3   8.3   9.2  9.2   9.2
LOS by Move:    A    A     A     B    B     B     A    A     A     A    A     A
ApproachDel:       9.5             10.5              8.3              9.2
Delay Adj:        1.00             1.00             1.00             1.00
ApprAdjDel:        9.5             10.5              8.3              9.2
LOS by Appr:         A                B                A                A
AllWayAvgQ:   0.4  0.4   0.4   0.6  0.6   0.6   0.0  0.0   0.0   0.2  0.2   0.2
Note: Queue reported is the number of cars per lane.
                Peak Hour Volume Signal Warrant Report [Urban]
*******************************************************************************
Intersection #3 Bessie Ave / W Beverly Pl
*******************************************************************************
Base Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
```

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```
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign        Stop Sign        Stop Sign
Lanes:        0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0
Initial Vol:   12  115    40    20  163    12     3    4     7    44    4    15
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             362
Minor Approach Volume:           63
Minor Approach Volume Threshold: 490
-------------------------------------------------------------------------------
```

SIGNAL WARRANT DISCLAIMER

This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace a rigorous and complete traffic signal warrant analysis by the responsible jurisdiction. Consideration of the other signal warrants, which is beyond the scope of this software, may yield different results.

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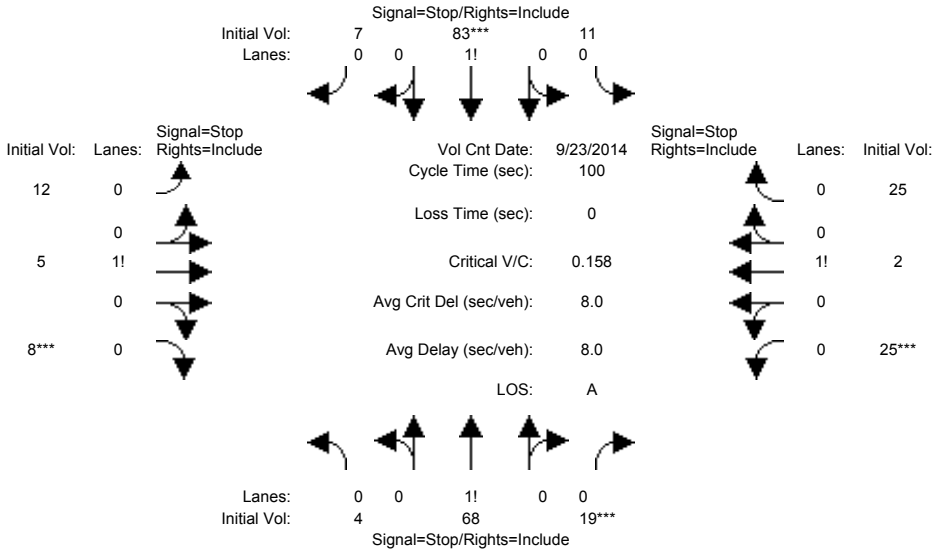
Level Of Service Computation Report
2000 HCM 4-Way Stop (Base Volume Alternative)
Existing PM

Intersection #3: Bessie Ave / W Beverly Pl




```
Street Name:            Bessie Ave                      W Beverly Pl
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Min. Green:     0    0     0     0    0     0     0    0     0     0    0     0
------------|---------------||---------------||---------------||---------------|
Volume Module: >> Count Date: 23 Sep 2014 << 4:00 pm to 5:00 pm
Base Vol:       4   68    19    11   83     7    12    5     8    25    2    25
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:    4   68    19    11   83     7    12    5     8    25    2    25
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     0.76 0.76  0.76  0.79 0.79  0.79  0.63 0.63  0.63  0.59 0.59  0.59
PHF Volume:     5   89    25    14  105     9    19    8    13    42    3    42
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
Reduced Vol:    5   89    25    14  105     9    19    8    13    42    3    42
PCE Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
MLF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
FinalVolume:    5   89    25    14  105     9    19    8    13    42    3    42
------------|---------------||---------------||---------------||---------------|
Saturation Flow Module:
Adjustment:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Lanes:       0.04 0.75  0.21  0.11 0.82  0.07  0.48 0.20  0.32  0.48 0.04  0.48
Final Sat.:    36  614   172    88  663    56   365  152   243   380   30   380
------------|---------------||---------------||---------------||---------------|
Capacity Analysis Module:
Vol/Sat:     0.15 0.15  0.15  0.16 0.16  0.16  0.05 0.05  0.05  0.11 0.11  0.11
Crit Moves:              ****       ****                    ****  ****
Delay/Veh:    7.9  7.9   7.9   8.1  8.1   8.1   7.7  7.7   7.7   7.8  7.8   7.8
Delay Adj:   1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
AdjDel/Veh:   7.9  7.9   7.9   8.1  8.1   8.1   7.7  7.7   7.7   7.8  7.8   7.8
LOS by Move:    A    A     A     A    A     A     A    A     A     A    A     A
ApproachDel:       7.9              8.1              7.7              7.8
Delay Adj:        1.00             1.00             1.00             1.00
ApprAdjDel:        7.9              8.1              7.7              7.8
LOS by Appr:         A                A                A                A
AllWayAvgQ:   0.2  0.2   0.2   0.2  0.2   0.2   0.0  0.0   0.0   0.1  0.1   0.1
Note: Queue reported is the number of cars per lane.
                Peak Hour Volume Signal Warrant Report [Urban]
*******************************************************************************
Intersection #3 Bessie Ave / W Beverly Pl
*******************************************************************************
Base Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
```

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```
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign        Stop Sign        Stop Sign
Lanes:        0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0
Initial Vol:    4   68    19    11   83     7    12    5     8    25    2    25
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             192
Minor Approach Volume:           52
Minor Approach Volume Threshold: 660
-------------------------------------------------------------------------------
```

SIGNAL WARRANT DISCLAIMER

This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace a rigorous and complete traffic signal warrant analysis by the responsible jurisdiction. Consideration of the other signal warrants, which is beyond the scope of this software, may yield different results.

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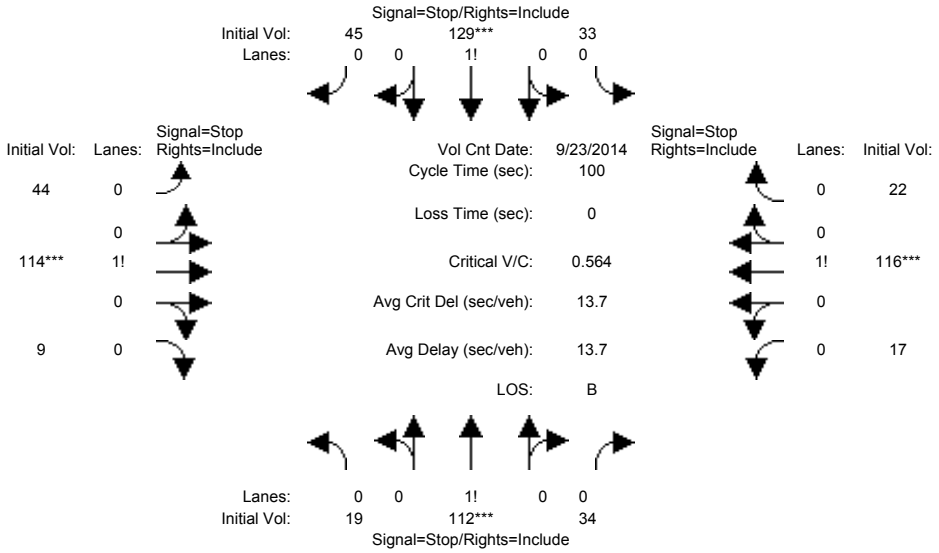
Level Of Service Computation Report
2000 HCM 4-Way Stop (Base Volume Alternative)
Existing AM

Intersection #4: Bessie Ave / W Eaton Ave




```
Street Name:            Bessie Ave                      W Eaton Ave
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Min. Green:     0    0     0     0    0     0     0    0     0     0    0     0
------------|---------------||---------------||---------------||---------------|
Volume Module: >> Count Date: 23 Sep 2014 << 7:30 am to 8:30 am
Base Vol:      19  112    34    33  129    45    44  114     9    17  116    22
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:   19  112    34    33  129    45    44  114     9    17  116    22
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     0.70 0.70  0.70  0.62 0.62  0.62  0.68 0.68  0.68  0.60 0.60  0.60
PHF Volume:    27  160    49    53  208    73    65  168    13    28  193    37
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
Reduced Vol:   27  160    49    53  208    73    65  168    13    28  193    37
PCE Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
MLF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
FinalVolume:   27  160    49    53  208    73    65  168    13    28  193    37
------------|---------------||---------------||---------------||---------------|
Saturation Flow Module:
Adjustment:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Lanes:       0.11 0.68  0.21  0.16 0.62  0.22  0.26 0.69  0.05  0.11 0.75  0.14
Final Sat.:    64  380   115    94  369   129   144  374    30    61  418    79
------------|---------------||---------------||---------------||---------------|
Capacity Analysis Module:
Vol/Sat:     0.42 0.42  0.42  0.56 0.56  0.56  0.45 0.45  0.45  0.46 0.46  0.46
Crit Moves:       ****             ****             ****             ****
Delay/Veh:   12.6 12.6  12.6  15.1 15.1  15.1  13.2 13.2  13.2  13.3 13.3  13.3
Delay Adj:   1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
AdjDel/Veh:  12.6 12.6  12.6  15.1 15.1  15.1  13.2 13.2  13.2  13.3 13.3  13.3
LOS by Move:    B    B     B     C    C     C     B    B     B     B    B     B
ApproachDel:      12.6             15.1             13.2             13.3
Delay Adj:        1.00             1.00             1.00             1.00
ApprAdjDel:       12.6             15.1             13.2             13.3
LOS by Appr:         B                C                B                B
AllWayAvgQ:   0.6  0.6   0.6   1.0  1.0   1.0   0.6  0.6   0.6   0.7  0.7   0.7
Note: Queue reported is the number of cars per lane.
                Peak Hour Volume Signal Warrant Report [Urban]
*******************************************************************************
Intersection #4 Bessie Ave / W Eaton Ave
*******************************************************************************
Base Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
```

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```
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign        Stop Sign        Stop Sign
Lanes:        0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0
Initial Vol:   19  112    34    33  129    45    44  114     9    17  116    22
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             372
Minor Approach Volume:           167
Minor Approach Volume Threshold: 483
-------------------------------------------------------------------------------
```

SIGNAL WARRANT DISCLAIMER

This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace a rigorous and complete traffic signal warrant analysis by the responsible jurisdiction. Consideration of the other signal warrants, which is beyond the scope of this software, may yield different results.

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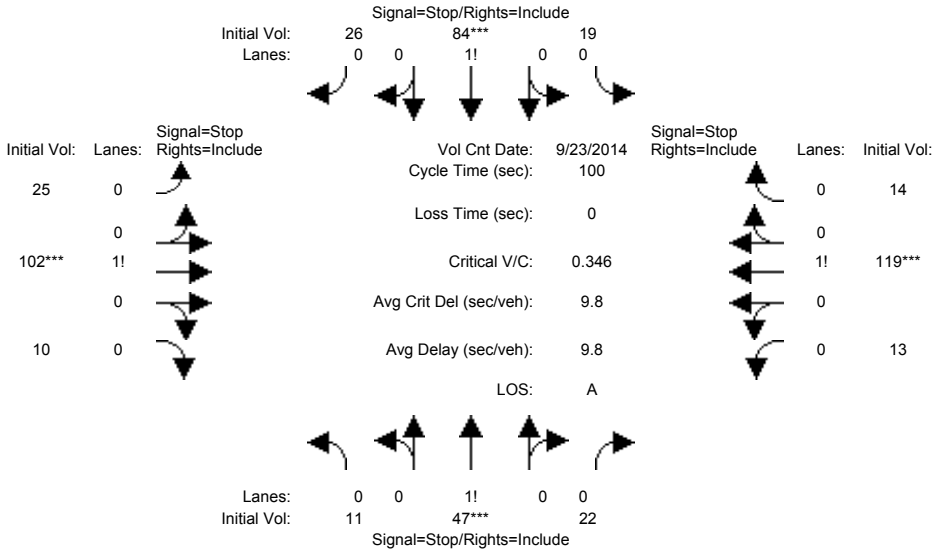
Level Of Service Computation Report
2000 HCM 4-Way Stop (Base Volume Alternative)
Existing PM

Intersection #4: Bessie Ave / W Eaton Ave




```
Street Name:            Bessie Ave                      W Eaton Ave
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Min. Green:     0    0     0     0    0     0     0    0     0     0    0     0
------------|---------------||---------------||---------------||---------------|
Volume Module: >> Count Date: 23 Sep 2014 << 4:00 pm to 5:00 pm
Base Vol:      11   47    22    19   84    26    25  102    10    13  119    14
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:   11   47    22    19   84    26    25  102    10    13  119    14
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     0.77 0.77  0.77  0.65 0.65  0.65  0.84 0.84  0.84  0.60 0.60  0.60
PHF Volume:    14   61    29    29  129    40    30  121    12    22  198    23
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
Reduced Vol:   14   61    29    29  129    40    30  121    12    22  198    23
PCE Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
MLF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
FinalVolume:   14   61    29    29  129    40    30  121    12    22  198    23
------------|---------------||---------------||---------------||---------------|
Saturation Flow Module:
Adjustment:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Lanes:       0.14 0.59  0.27  0.15 0.65  0.20  0.18 0.75  0.07  0.09 0.81  0.10
Final Sat.:    90  384   180   100  442   137   124  505    49    63  573    67
------------|---------------||---------------||---------------||---------------|
Capacity Analysis Module:
Vol/Sat:     0.16 0.16  0.16  0.29 0.29  0.29  0.24 0.24  0.24  0.35 0.35  0.35
Crit Moves:        ****             ****             ****             ****
Delay/Veh:    8.9  8.9   8.9   9.9  9.9   9.9   9.5  9.5   9.5  10.3 10.3  10.3
Delay Adj:   1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
AdjDel/Veh:   8.9  8.9   8.9   9.9  9.9   9.9   9.5  9.5   9.5  10.3 10.3  10.3
LOS by Move:    A    A     A     A    A     A     A    A     A     B    B     B
ApproachDel:       8.9              9.9              9.5             10.3
Delay Adj:        1.00             1.00             1.00             1.00
ApprAdjDel:        8.9              9.9              9.5             10.3
LOS by Appr:         A                A                A                B
AllWayAvgQ:   0.2  0.2   0.2   0.4  0.4   0.4   0.3  0.3   0.3   0.5  0.5   0.5
Note: Queue reported is the number of cars per lane.
                Peak Hour Volume Signal Warrant Report [Urban]
*******************************************************************************
Intersection #4 Bessie Ave / W Eaton Ave
*******************************************************************************
Base Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
```

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```
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign        Stop Sign        Stop Sign
Lanes:        0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0
Initial Vol:   11   47    22    19   84    26    25  102    10    13  119    14
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             283
Minor Approach Volume:           129
Minor Approach Volume Threshold: 556
-------------------------------------------------------------------------------
```

SIGNAL WARRANT DISCLAIMER

This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace a rigorous and complete traffic signal warrant analysis by the responsible jurisdiction. Consideration of the other signal warrants, which is beyond the scope of this software, may yield different results.

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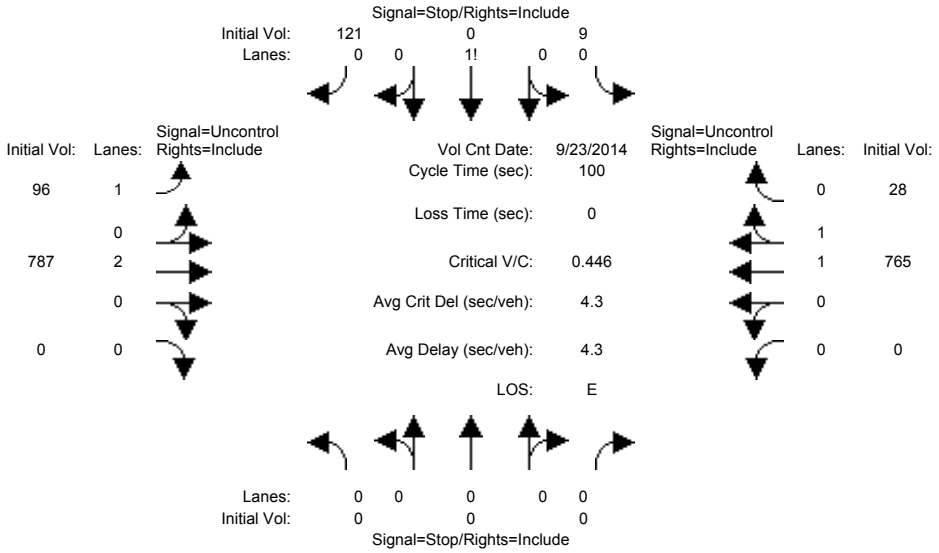
Level Of Service Computation Report
2000 HCM Unsignalized (Base Volume Alternative)
Existing AM

Intersection #5: Bessie Ave / W 11th St (i 205)




```
Street Name:            Bessie Ave                      W 11th St
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Volume Module: >> Count Date: 23 Sep 2014 << 7:30 am to 8:30 am
Base Vol:       0    0     0     9    0   121    96  787     0     0  765    28
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:    0    0     0     9    0   121    96  787     0     0  765    28
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     1.00 1.00  1.00  0.53 1.00  0.53  0.79 0.79  1.00  1.00 0.79  0.79
PHF Volume:     0    0     0    17    0   228   122  996     0     0  968    35
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
FinalVolume:    0    0     0    17    0   228   122  996     0     0  968    35
------------|---------------||---------------||---------------||---------------|
Critical Gap Module:
Critical Gp:xxxxx xxxx xxxxx   6.9  6.6   7.0   4.2 xxxx xxxxx xxxxx xxxx xxxxx
FollowUpTim:xxxxx xxxx xxxxx   3.5  4.0   3.3   2.2 xxxx xxxxx xxxxx xxxx xxxxx
------------|---------------||---------------||---------------||---------------|
Capacity Module:
Cnflict Vol: xxxx xxxx xxxxx  1727 2225   502  1004 xxxx xxxxx  xxxx xxxx xxxxx
Potent Cap.: xxxx xxxx xxxxx    79   42   512   680 xxxx xxxxx  xxxx xxxx xxxxx
Move Cap.:   xxxx xxxx xxxxx    68   35   512   680 xxxx xxxxx  xxxx xxxx xxxxx
Volume/Cap:  xxxx xxxx  xxxx  0.25 0.00  0.45  0.18 xxxx  xxxx  xxxx xxxx  xxxx
------------|---------------||---------------||---------------||---------------|
Level Of Service Module:
2Way95thQ:   xxxx xxxx xxxxx  xxxx xxxx xxxxx   0.6 xxxx xxxxx  xxxx xxxx xxxxx
Control Del:xxxxx xxxx xxxxx xxxxx xxxx xxxxx  11.4 xxxx xxxxx xxxxx xxxx xxxxx
LOS by Move:    *    *     *     *    *     *     B    *     *     *    *     *
Movement:     LT - LTR - RT    LT - LTR - RT    LT - LTR - RT    LT - LTR - RT
Shared Cap.: xxxx xxxx xxxxx  xxxx  353 xxxxx  xxxx xxxx xxxxx  xxxx xxxx xxxxx
SharedQueue:xxxxx xxxx xxxxx xxxxx  5.0 xxxxx xxxxx xxxx xxxxx xxxxx xxxx xxxxx
Shrd ConDel:xxxxx xxxx xxxxx xxxxx 35.6 xxxxx xxxxx xxxx xxxxx xxxxx xxxx xxxxx
Shared LOS:     *    *     *     *    E     *     *    *     *     *    *     *
ApproachDel:    xxxxxx            35.6          xxxxxx          xxxxxx
ApproachLOS:         *              E               *               *
Note: Queue reported is the number of cars per lane.
                    Peak Hour Delay Signal Warrant Report
*******************************************************************************
Intersection #5 Bessie Ave / W 11th St (i 205)
*******************************************************************************
Base Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
```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```
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign       Uncontrolled     Uncontrolled
Lanes:        0  0  0  0  0    0  0  1! 0  0    1  0  2  0  0    0  0  1  1  0
Initial Vol:    0    0     0     9    0   121    96  787     0     0  765    28
ApproachDel:    xxxxxx             35.6           xxxxxx           xxxxxx
------------|---------------||---------------||---------------||---------------|
Approach[southbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=1.3]
   FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=130]
   SUCCEED - Approach volume greater than or equal to 100 for one lane approach.
Signal Warrant Rule #3: [approach count=3][total volume=1806]
   SUCCEED - Total volume greater than or equal to 650 for intersection
             with less than four approaches.
-------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
                Peak Hour Volume Signal Warrant Report [Urban]
*******************************************************************************
Intersection #5 Bessie Ave / W 11th St (i 205)
*******************************************************************************
Base Volume Alternative: Peak Hour Warrant Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign       Uncontrolled     Uncontrolled
Lanes:        0  0  0  0  0    0  0  1! 0  0    1  0  2  0  0    0  0  1  1  0
Initial Vol:    0    0     0     9    0   121    96  787     0     0  765    28
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             1676
Minor Approach Volume:           130
Minor Approach Volume Threshold: 107
-------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
```


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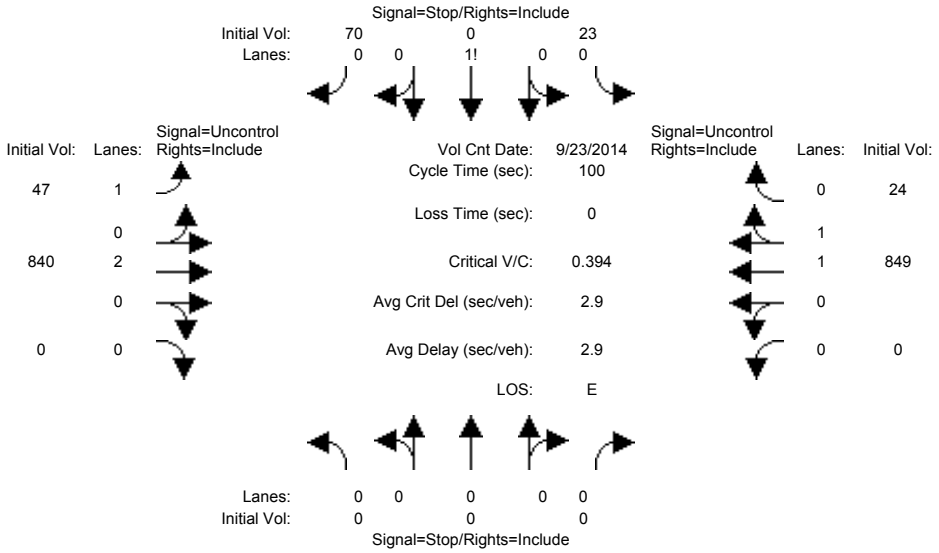
Level Of Service Computation Report
2000 HCM Unsignalized (Base Volume Alternative)
Existing PM

Intersection #5: Bessie Ave / W 11th St (i 205)




```
Street Name:            Bessie Ave                      W 11th St
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Volume Module: >> Count Date: 23 Sep 2014 << 4:00 pm to 5:00 pm
Base Vol:       0    0     0    23    0    70    47  840     0     0  849    24
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:    0    0     0    23    0    70    47  840     0     0  849    24
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     1.00 1.00  1.00  0.70 1.00  0.70  0.92 0.92  1.00  1.00 0.79  0.79
PHF Volume:     0    0     0    33    0   100    51  913     0     0 1075    30
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
FinalVolume:    0    0     0    33    0   100    51  913     0     0 1075    30
------------|---------------||---------------||---------------||---------------|
Critical Gap Module:
Critical Gp:xxxxx xxxx xxxxx   6.9  6.6   7.0   4.2 xxxx xxxxx xxxxx xxxx xxxxx
FollowUpTim:xxxxx xxxx xxxxx   3.5  4.0   3.3   2.2 xxxx xxxxx xxxxx xxxx xxxxx
------------|---------------||---------------||---------------||---------------|
Capacity Module:
Cnflict Vol: xxxx xxxx xxxxx  1649 2105   553  1105 xxxx xxxxx  xxxx xxxx xxxxx
Potent Cap.: xxxx xxxx xxxxx    89   50   474   622 xxxx xxxxx  xxxx xxxx xxxxx
Move Cap.:   xxxx xxxx xxxxx    83   46   474   622 xxxx xxxxx  xxxx xxxx xxxxx
Volume/Cap:  xxxx xxxx  xxxx  0.39 0.00  0.21  0.08 xxxx  xxxx  xxxx xxxx  xxxx
------------|---------------||---------------||---------------||---------------|
Level Of Service Module:
2Way95thQ:   xxxx xxxx xxxxx  xxxx xxxx xxxxx   0.3 xxxx xxxxx  xxxx xxxx xxxxx
Control Del:xxxxx xxxx xxxxx xxxxx xxxx xxxxx  11.3 xxxx xxxxx xxxxx xxxx xxxxx
LOS by Move:    *    *     *     *    *     *     B    *     *     *    *     *
Movement:     LT - LTR - RT    LT - LTR - RT    LT - LTR - RT    LT - LTR - RT
Shared Cap.: xxxx xxxx xxxxx  xxxx  220 xxxxx  xxxx xxxx xxxxx  xxxx xxxx xxxxx
SharedQueue:xxxxx xxxx xxxxx xxxxx  3.5 xxxxx xxxxx xxxx xxxxx xxxxx xxxx xxxxx
Shrd ConDel:xxxxx xxxx xxxxx xxxxx 43.7 xxxxx xxxxx xxxx xxxxx xxxxx xxxx xxxxx
Shared LOS:     *    *     *     *    E     *     *    *     *     *    *     *
ApproachDel:    xxxxxx            43.7          xxxxxx          xxxxxx
ApproachLOS:         *              E               *               *
Note: Queue reported is the number of cars per lane.
                    Peak Hour Delay Signal Warrant Report
*******************************************************************************
Intersection #5 Bessie Ave / W 11th St (i 205)
*******************************************************************************
Base Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
```

```
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign       Uncontrolled     Uncontrolled
Lanes:        0  0  0  0  0    0  0  1! 0  0    1  0  2  0  0    0  0  1  1  0
Initial Vol:    0    0     0    23    0    70    47  840     0     0  849    24
ApproachDel:    xxxxxx             43.7           xxxxxx           xxxxxx
------------|---------------||---------------||---------------||---------------|
Approach[southbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=1.1]
   FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=93]
   FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=3][total volume=1853]
   SUCCEED - Total volume greater than or equal to 650 for intersection
             with less than four approaches.
-------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
                Peak Hour Volume Signal Warrant Report [Urban]
*******************************************************************************
Intersection #5 Bessie Ave / W 11th St (i 205)
*******************************************************************************
Base Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign       Uncontrolled     Uncontrolled
Lanes:        0  0  0  0  0    0  0  1! 0  0    1  0  2  0  0    0  0  1  1  0
Initial Vol:    0    0     0    23    0    70    47  840     0     0  849    24
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             1760
Minor Approach Volume:           93
Minor Approach Volume Threshold: 90 [less than minimum of 100]
-------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
```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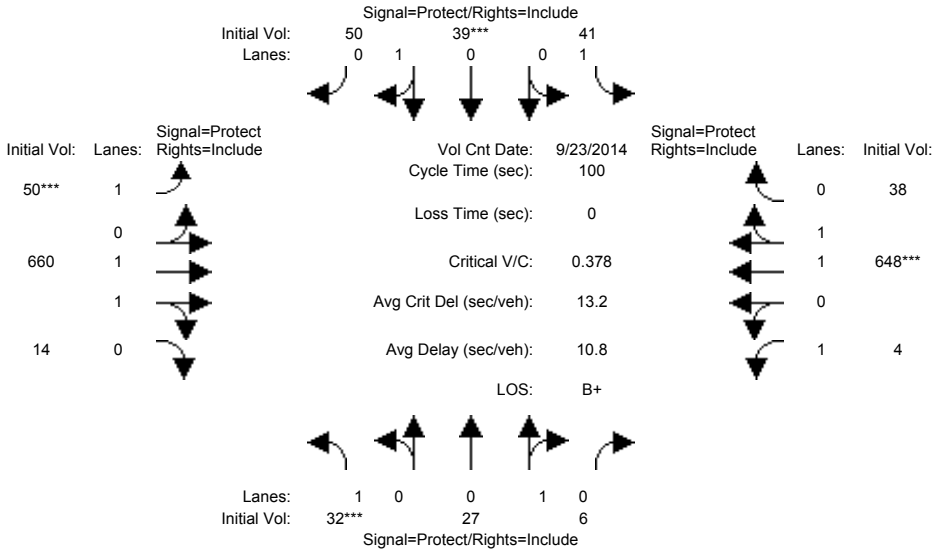
Level Of Service Computation Report
2000 HCM Operations (Base Volume Alternative)
Existing AM

Intersection #6: Parker Ave / W 11th St (i 205)



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	0	0	0	0	0	0	0	0	0	0	0	0
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module: >> Count Date: 23 Sep 2014 << 7:30 am to 8:30 am												
Base Vol:	32	27	6	41	39	50	50	660	14	4	648	38
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	32	27	6	41	39	50	50	660	14	4	648	38
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	0.74	0.74	0.74	0.88	0.88	0.88	0.85	0.85	0.85	0.76	0.76	0.76
PHF Volume:	43	36	8	47	44	57	59	776	16	5	853	50
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	43	36	8	47	44	57	59	776	16	5	853	50
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	43	36	8	47	44	57	59	776	16	5	853	50
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	0.94	0.94	0.92	0.89	0.89	0.92	0.92	0.92	0.92	0.92	0.92
Lanes:	1.00	0.82	0.18	1.00	0.44	0.56	1.00	1.96	0.04	1.00	1.89	0.11
Final Sat.:	1753	1469	326	1753	741	949	1753	3422	73	1753	3285	193
Capacity Analysis Module:												
Vol/Sat:	0.02	0.02	0.02	0.03	0.06	0.06	0.03	0.23	0.23	0.00	0.26	0.26
Crit Moves:	****				****		****				****	
Green/Cycle:	0.07	0.11	0.11	0.12	0.16	0.16	0.09	0.77	0.77	0.01	0.69	0.69
Volume/Cap:	0.38	0.23	0.23	0.23	0.38	0.38	0.38	0.30	0.30	0.30	0.38	0.38
Uniform Del:	44.8	40.8	40.8	40.2	37.7	37.7	42.9	3.5	3.5	49.1	6.6	6.6
IncremntDel:	2.1	0.6	0.6	0.6	0.9	0.9	1.5	0.1	0.1	9.1	0.1	0.1
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Delay/Veh:	46.9	41.4	41.4	40.8	38.6	38.6	44.5	3.6	3.6	58.3	6.7	6.7
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	46.9	41.4	41.4	40.8	38.6	38.6	44.5	3.6	3.6	58.3	6.7	6.7
LOS by Move:	D	D	D	D	D+	D+	D	A	A	E+	A	A
HCM2k95thQ:	4	3	3	3	6	6	4	8	8	1	12	12

Note: Queue reported is the number of cars per lane.

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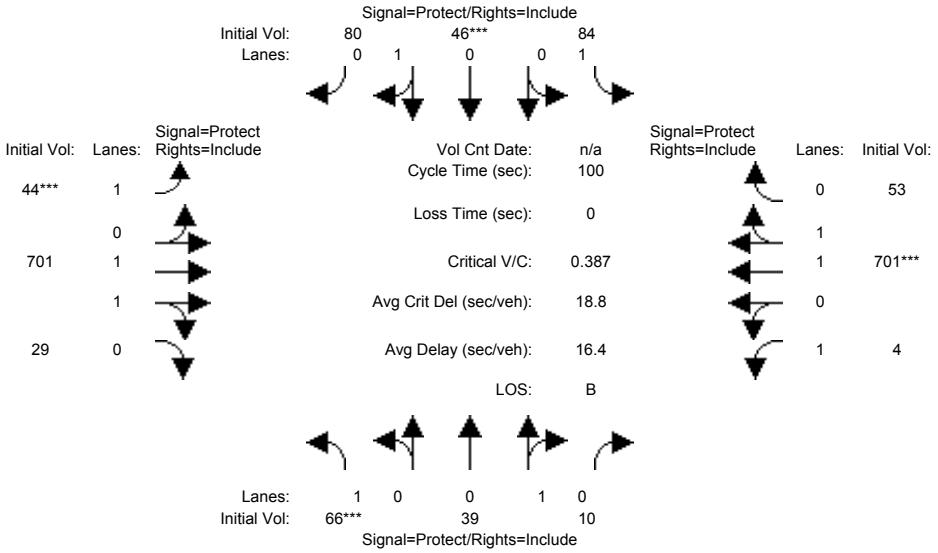
Level Of Service Computation Report
2000 HCM Operations (Base Volume Alternative)
Existing PM

Intersection #6: Parker Ave / W 11th St (i 205)



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	0	0	0	0	0	0	0	0	0	0	0	0
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	66	39	10	84	46	80	44	701	29	4	701	53
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	66	39	10	84	46	80	44	701	29	4	701	53
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	0.74	0.74	0.74	0.85	0.85	0.85	0.97	0.97	0.97	0.98	0.98	0.98
PHF Volume:	89	53	14	99	54	94	45	723	30	4	715	54
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	89	53	14	99	54	94	45	723	30	4	715	54
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	89	53	14	99	54	94	45	723	30	4	715	54
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	0.94	0.94	0.92	0.88	0.88	0.92	0.92	0.92	0.92	0.91	0.91
Lanes:	1.00	0.80	0.20	1.00	0.37	0.63	1.00	1.92	0.08	1.00	1.86	0.14
Final Sat.:	1753	1423	365	1753	610	1060	1753	3346	138	1753	3226	244
Capacity Analysis Module:												
Vol/Sat:	0.05	0.04	0.04	0.06	0.09	0.09	0.03	0.22	0.22	0.00	0.22	0.22
Crit Moves:	****				****		****				****	
Green/Cycle:	0.13	0.14	0.14	0.22	0.23	0.23	0.07	0.63	0.63	0.01	0.57	0.57
Volume/Cap:	0.39	0.26	0.26	0.26	0.39	0.39	0.39	0.34	0.34	0.34	0.39	0.39
Uniform Del:	39.7	38.1	38.1	32.4	32.6	32.6	44.7	8.6	8.6	49.4	11.7	11.7
IncremntDel:	1.1	0.5	0.5	0.4	0.7	0.7	2.1	0.1	0.1	16.3	0.1	0.1
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Delay/Veh:	40.8	38.7	38.7	32.8	33.2	33.2	46.8	8.7	8.7	65.7	11.9	11.9
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	40.8	38.7	38.7	32.8	33.2	33.2	46.8	8.7	8.7	65.7	11.9	11.9
LOS by Move:	D	D+	D+	C-	C-	C-	D	A	A	E	B+	B+
HCM2k95thQ:	6	4	4	5	8	8	4	11	11	1	13	13

Note: Queue reported is the number of cars per lane.

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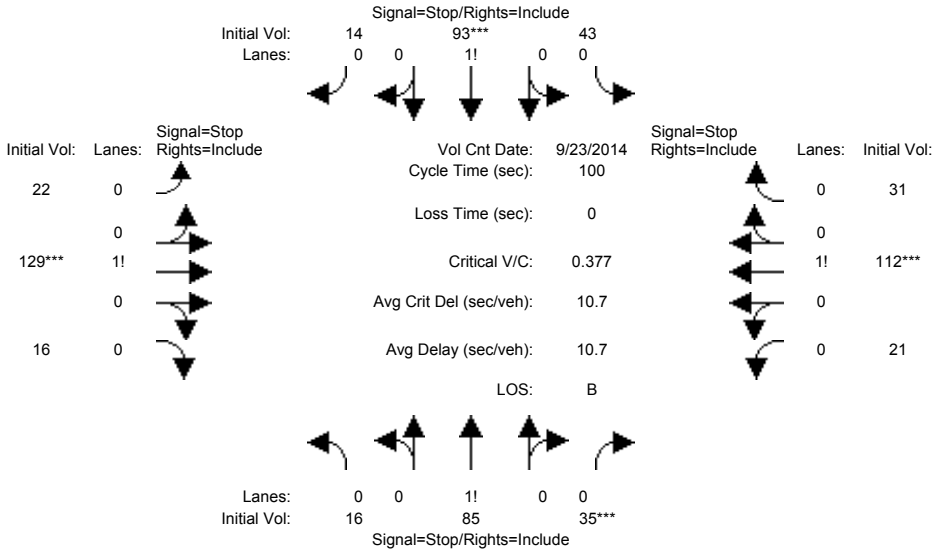
Level Of Service Computation Report
2000 HCM 4-Way Stop (Base Volume Alternative)
Existing AM

Intersection #7: Parker Ave / Eaton Ave




```
Street Name:            Parker Ave                          Eaton Ave
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Min. Green:     0    0     0     0    0     0     0    0     0     0    0     0
------------|---------------||---------------||---------------||---------------|
Volume Module: >> Count Date: 23 Sep 2014 << 7:30 am to 8:30 am
Base Vol:      16   85    35    43   93    14    22  129    16    21  112    31
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:   16   85    35    43   93    14    22  129    16    21  112    31
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     0.74 0.74  0.74  0.80 0.80  0.80  0.68 0.68  0.68  0.73 0.73  0.73
PHF Volume:    22  115    47    54  116    18    32  190    24    29  153    42
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
Reduced Vol:   22  115    47    54  116    18    32  190    24    29  153    42
PCE Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
MLF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
FinalVolume:   22  115    47    54  116    18    32  190    24    29  153    42
------------|---------------||---------------||---------------||---------------|
Saturation Flow Module:
Adjustment:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Lanes:       0.12 0.62  0.26  0.29 0.62  0.09  0.13 0.77  0.10  0.13 0.68  0.19
Final Sat.:    74  392   161   176  381    57    86  503    62    83  445   123
------------|---------------||---------------||---------------||---------------|
Capacity Analysis Module:
Vol/Sat:     0.29 0.29  0.29  0.30 0.30  0.30  0.38 0.38  0.38  0.34 0.34  0.34
Crit Moves:              ****       ****              ****              ****
Delay/Veh:   10.3 10.3  10.3  10.5 10.5  10.5  11.1 11.1  11.1  10.7 10.7  10.7
Delay Adj:   1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
AdjDel/Veh:  10.3 10.3  10.3  10.5 10.5  10.5  11.1 11.1  11.1  10.7 10.7  10.7
LOS by Move:    B    B     B     B    B     B     B    B     B     B    B     B
ApproachDel:      10.3             10.5             11.1             10.7
Delay Adj:        1.00             1.00             1.00             1.00
ApprAdjDel:       10.3             10.5             11.1             10.7
LOS by Appr:         B                B                B                B
AllWayAvgQ:   0.3  0.3   0.3   0.4  0.4   0.4   0.5  0.5   0.5   0.4  0.4   0.4
Note: Queue reported is the number of cars per lane.
                Peak Hour Volume Signal Warrant Report [Urban]
*******************************************************************************
Intersection #7 Parker Ave / Eaton Ave
*******************************************************************************
Base Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
```

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```
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign        Stop Sign        Stop Sign
Lanes:        0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0
Initial Vol:   16   85    35    43   93    14    22  129    16    21  112    31
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             331
Minor Approach Volume:           150
Minor Approach Volume Threshold: 514
-------------------------------------------------------------------------------
```

SIGNAL WARRANT DISCLAIMER

This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

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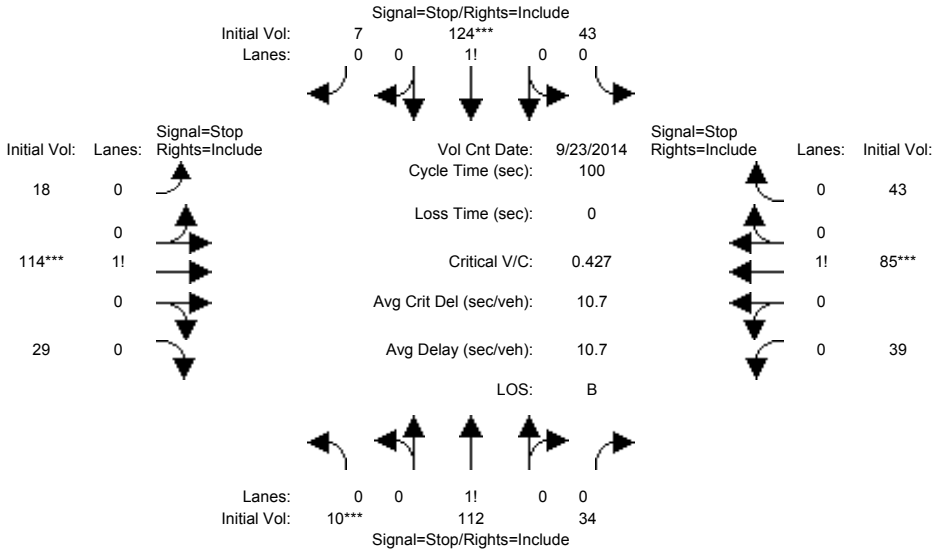
Level Of Service Computation Report
2000 HCM 4-Way Stop (Base Volume Alternative)
Existing PM

Intersection #7: Parker Ave / Eaton Ave




```
Street Name:            Parker Ave                          Eaton Ave
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Min. Green:     0    0     0     0    0     0     0    0     0     0    0     0
------------|---------------||---------------||---------------||---------------|
Volume Module: >> Count Date: 23 Sep 2014 << 4:30 pm to 5:30 pm
Base Vol:      10  112    34    43  124     7    18  114    29    39   85    43
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:   10  112    34    43  124     7    18  114    29    39   85    43
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     0.98 0.98  0.98  0.81 0.81  0.81  0.94 0.94  0.94  0.58 0.58  0.58
PHF Volume:    10  114    35    53  153     9    19  121    31    67  147    74
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
Reduced Vol:   10  114    35    53  153     9    19  121    31    67  147    74
PCE Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
MLF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
FinalVolume:   10  114    35    53  153     9    19  121    31    67  147    74
------------|---------------||---------------||---------------||---------------|
Saturation Flow Module:
Adjustment:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Lanes:       0.06 0.72  0.22  0.25 0.71  0.04  0.11 0.71  0.18  0.23 0.51  0.26
Final Sat.:    40  447   136   155  446    25    71  451   115   157  343   174
------------|---------------||---------------||---------------||---------------|
Capacity Analysis Module:
Vol/Sat:     0.26 0.26  0.26  0.34 0.34  0.34  0.27 0.27  0.27  0.43 0.43  0.43
Crit Moves:  ****                 ****             ****             ****
Delay/Veh:    9.9  9.9   9.9  10.9 10.9  10.9  10.0 10.0  10.0  11.5 11.5  11.5
Delay Adj:   1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
AdjDel/Veh:   9.9  9.9   9.9  10.9 10.9  10.9  10.0 10.0  10.0  11.5 11.5  11.5
LOS by Move:    A    A     A     B    B     B     A    A     A     B    B     B
ApproachDel:       9.9             10.9             10.0             11.5
Delay Adj:        1.00             1.00             1.00             1.00
ApprAdjDel:        9.9             10.9             10.0             11.5
LOS by Appr:         A                B                A                B
AllWayAvgQ:   0.3  0.3   0.3   0.4  0.4   0.4   0.3  0.3   0.3   0.6  0.6   0.6
Note: Queue reported is the number of cars per lane.
                Peak Hour Volume Signal Warrant Report [Urban]
*******************************************************************************
Intersection #7 Parker Ave / Eaton Ave
*******************************************************************************
Base Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
```

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```
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign        Stop Sign        Stop Sign
Lanes:        0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0
Initial Vol:   10  112    34    43  124     7    18  114    29    39   85    43
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             330
Minor Approach Volume:           167
Minor Approach Volume Threshold: 515
-------------------------------------------------------------------------------
```

SIGNAL WARRANT DISCLAIMER

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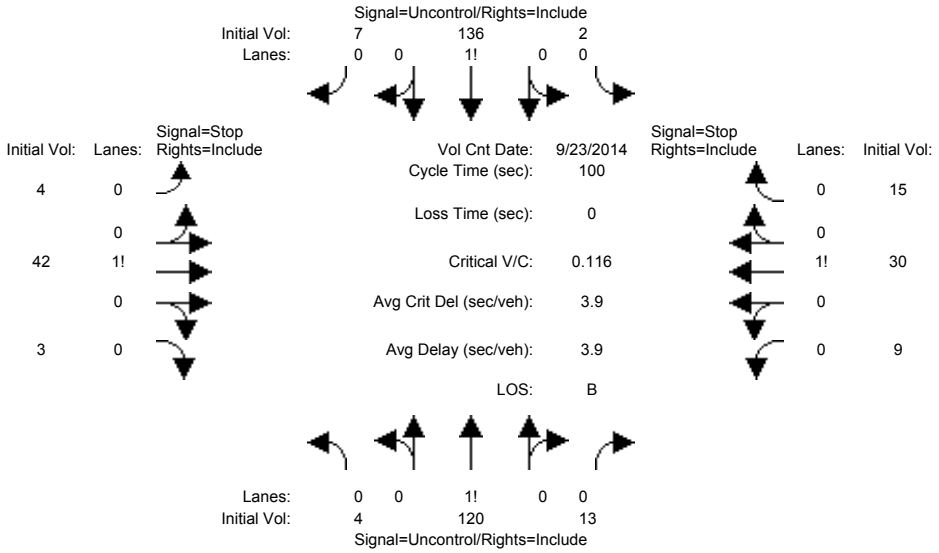
Level Of Service Computation Report
2000 HCM Unsignalized (Base Volume Alternative)
Existing AM

Intersection #8: Parker Ave / W Beverly Pl




```
Street Name:            Parker Ave                          W Beverly Pl
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Volume Module: >> Count Date: 23 Sep 2014 << 7:30 am to 8:30 am
Base Vol:       4  120    13     2  136     7     4   42     3     9   30    15
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:    4  120    13     2  136     7     4   42     3     9   30    15
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     0.76 0.76  0.76  0.81 0.81  0.81  0.64 0.64  0.64  0.59 0.59  0.59
PHF Volume:     5  158    17     2  168     9     6   66     5    15   51    25
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
FinalVolume:    5  158    17     2  168     9     6   66     5    15   51    25
------------|---------------||---------------||---------------||---------------|
Critical Gap Module:
Critical Gp:  4.1 xxxx xxxxx   4.1 xxxx xxxxx   7.1  6.5   6.2   7.1  6.5   6.2
FollowUpTim:  2.2 xxxx xxxxx   2.2 xxxx xxxxx   3.5  4.0   3.3   3.5  4.0   3.3
------------|---------------||---------------||---------------||---------------|
Capacity Module:
Cnflict Vol:  177 xxxx xxxxx   175 xxxx xxxxx   392  363   172   389  358   166
Potent Cap.: 1412 xxxx xxxxx  1414 xxxx xxxxx   571  568   877   573  571   883
Move Cap.:   1412 xxxx xxxxx  1414 xxxx xxxxx   514  565   877   517  568   883
Volume/Cap:  0.00 xxxx  xxxx  0.00 xxxx  xxxx  0.01 0.12  0.01  0.03 0.09  0.03
------------|---------------||---------------||---------------||---------------|
Level Of Service Module:
2Way95thQ:    0.0 xxxx xxxxx   0.0 xxxx xxxxx  xxxx xxxx xxxxx  xxxx xxxx xxxxx
Control Del:  7.6 xxxx xxxxx   7.6 xxxx xxxxx xxxxx xxxx xxxxx xxxxx xxxx xxxxx
LOS by Move:    A    *     *     A    *     *     *    *     *     *    *     *
Movement:     LT - LTR - RT    LT - LTR - RT    LT - LTR - RT    LT - LTR - RT
Shared Cap.: xxxx xxxx xxxxx  xxxx xxxx xxxxx  xxxx  573 xxxxx  xxxx  619 xxxxx
SharedQueue:xxxxx xxxx xxxxx xxxxx xxxx xxxxx xxxxx  0.5 xxxxx xxxxx  0.5 xxxxx
Shrd ConDel:xxxxx xxxx xxxxx xxxxx xxxx xxxxx xxxxx 12.3 xxxxx xxxxx 11.8 xxxxx
Shared LOS:     *    *     *     *    *     *     *    B     *     *    B     *
ApproachDel:    xxxxxx           xxxxxx             12.3             11.8
ApproachLOS:         *                *               B                B
Note: Queue reported is the number of cars per lane.
                    Peak Hour Delay Signal Warrant Report
*******************************************************************************
Intersection #8 Parker Ave / W Beverly Pl
*******************************************************************************
Base Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
```

```
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:       Uncontrolled     Uncontrolled      Stop Sign        Stop Sign
Lanes:        0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0
Initial Vol:    4  120    13     2  136     7     4   42     3     9   30    15
ApproachDel:    xxxxxx           xxxxxx            12.3             11.8
------------|---------------||---------------||---------------||---------------|
Approach[eastbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=0.2]
   FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=49]
   FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=4][total volume=385]
   FAIL - Total volume less than 650 for intersection
          with less than four approaches.
--------------------------------------------------------------------------------
Approach[westbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=0.2]
   FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=54]
   FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=4][total volume=385]
   FAIL - Total volume less than 650 for intersection
          with less than four approaches.
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
               Peak Hour Volume Signal Warrant Report [Urban]
********************************************************************************
Intersection #8 Parker Ave / W Beverly Pl
********************************************************************************
Base Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:       Uncontrolled     Uncontrolled      Stop Sign        Stop Sign
Lanes:        0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0
Initial Vol:    4  120    13     2  136     7     4   42     3     9   30    15
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             282
Minor Approach Volume:           54
Minor Approach Volume Threshold: 557
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
```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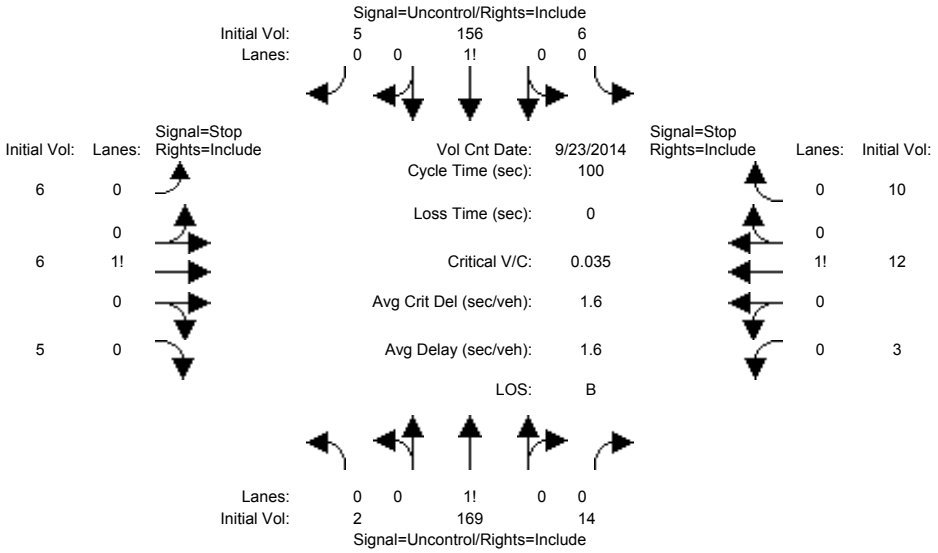
Level Of Service Computation Report
2000 HCM Unsignalized (Base Volume Alternative)
Existing PM

Intersection #8: Parker Ave / W Beverly Pl




```
Street Name:            Parker Ave                      W Beverly Pl
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Volume Module: >> Count Date: 23 Sep 2014 << 4:45 pm to 5:45 pm
Base Vol:       2  169    14     6  156     5     6    6     5     3   12    10
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:    2  169    14     6  156     5     6    6     5     3   12    10
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     0.75 0.75  0.75  0.79 0.79  0.79  0.61 0.61  0.61  0.69 0.69  0.69
PHF Volume:     3  225    19     8  197     6    10   10     8     4   17    14
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
FinalVolume:    3  225    19     8  197     6    10   10     8     4   17    14
------------|---------------||---------------||---------------||---------------|
Critical Gap Module:
Critical Gp:  4.1 xxxx xxxxx   4.1 xxxx xxxxx   7.1  6.5   6.2   7.1  6.5   6.2
FollowUpTim:  2.2 xxxx xxxxx   2.2 xxxx xxxxx   3.5  4.0   3.3   3.5  4.0   3.3
------------|---------------||---------------||---------------||---------------|
Capacity Module:
Cnflict Vol:  204 xxxx xxxxx   244 xxxx xxxxx   472  465   201   465  459   235
Potent Cap.: 1380 xxxx xxxxx  1334 xxxx xxxxx   506  498   845   511  502   809
Move Cap.:   1380 xxxx xxxxx  1334 xxxx xxxxx   481  494   845   496  498   809
Volume/Cap:  0.00 xxxx  xxxx  0.01 xxxx  xxxx  0.02 0.02  0.01  0.01 0.03  0.02
------------|---------------||---------------||---------------||---------------|
Level Of Service Module:
2Way95thQ:    0.0 xxxx xxxxx   0.0 xxxx xxxxx  xxxx xxxx xxxxx  xxxx xxxx xxxxx
Control Del:  7.6 xxxx xxxxx   7.7 xxxx xxxxx xxxxx xxxx xxxxx xxxxx xxxx xxxxx
LOS by Move:    A    *     *     A    *     *     *    *     *     *    *     *
Movement:     LT - LTR - RT    LT - LTR - RT    LT - LTR - RT    LT - LTR - RT
Shared Cap.: xxxx xxxx xxxxx  xxxx xxxx xxxxx  xxxx  557 xxxxx  xxxx  588 xxxxx
SharedQueue:xxxxx xxxx xxxxx xxxxx xxxx xxxxx xxxxx  0.2 xxxxx xxxxx  0.2 xxxxx
Shrd ConDel:xxxxx xxxx xxxxx xxxxx xxxx xxxxx xxxxx 11.8 xxxxx xxxxx 11.5 xxxxx
Shared LOS:     *    *     *     *    *     *     *    B     *     *    B     *
ApproachDel:    xxxxxx           xxxxxx             11.8             11.5
ApproachLOS:         *                *               B                B
Note: Queue reported is the number of cars per lane.
                    Peak Hour Delay Signal Warrant Report
*******************************************************************************
Intersection #8 Parker Ave / W Beverly Pl
*******************************************************************************
Base Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
```

```
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:       Uncontrolled     Uncontrolled      Stop Sign        Stop Sign
Lanes:        0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0
Initial Vol:    2  169    14     6  156     5     6    6     5     3   12    10
ApproachDel:    xxxxxx           xxxxxx             11.8             11.5
------------|---------------||---------------||---------------||---------------|
Approach[eastbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=0.1]
   FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=17]
   FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=4][total volume=394]
   FAIL - Total volume less than 650 for intersection
          with less than four approaches.
-------------------------------------------------------------------------------
Approach[westbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=0.1]
   FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=25]
   FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=4][total volume=394]
   FAIL - Total volume less than 650 for intersection
          with less than four approaches.
-------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
               Peak Hour Volume Signal Warrant Report [Urban]
*******************************************************************************
Intersection #8 Parker Ave / W Beverly Pl
*******************************************************************************
Base Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:       Uncontrolled     Uncontrolled      Stop Sign        Stop Sign
Lanes:        0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0
Initial Vol:    2  169    14     6  156     5     6    6     5     3   12    10
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             352
Minor Approach Volume:           25
Minor Approach Volume Threshold: 498
-------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
```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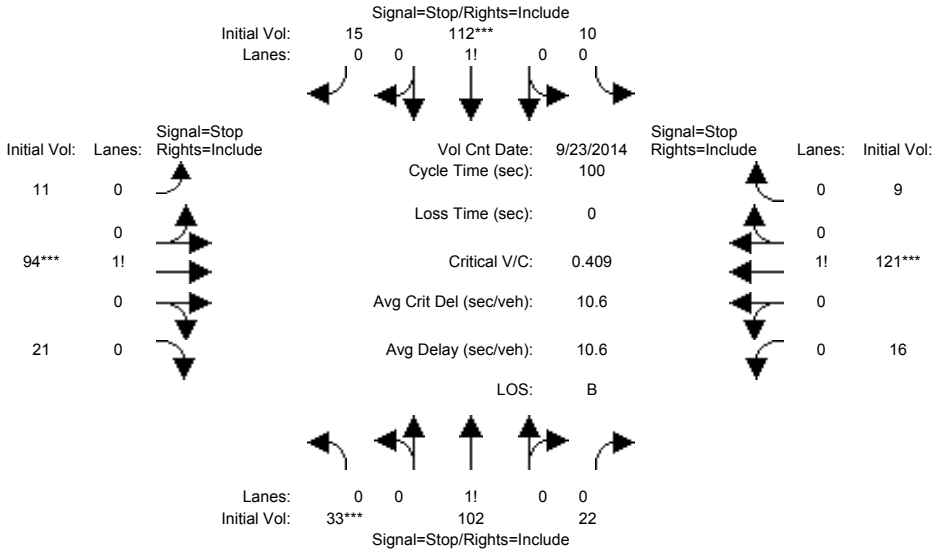
Level Of Service Computation Report
2000 HCM 4-Way Stop (Base Volume Alternative)
Existing AM

Intersection #9: Parker Ave / W Lowell Ave




```
Street Name:            Parker Ave                      W Lowell Ave
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Min. Green:     0    0     0     0    0     0     0    0     0     0    0     0
------------|---------------||---------------||---------------||---------------|
Volume Module: >> Count Date: 23 Sep 2014 << 7:30 am to 8:30 am
Base Vol:      33  102    22    10  112    15    11   94    21    16  121     9
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:   33  102    22    10  112    15    11   94    21    16  121     9
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     0.74 0.74  0.74  0.82 0.82  0.82  0.75 0.75  0.75  0.54 0.54  0.54
PHF Volume:    45  138    30    12  137    18    15  125    28    30  224    17
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
Reduced Vol:   45  138    30    12  137    18    15  125    28    30  224    17
PCE Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
MLF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
FinalVolume:   45  138    30    12  137    18    15  125    28    30  224    17
------------|---------------||---------------||---------------||---------------|
Saturation Flow Module:
Adjustment:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Lanes:       0.21 0.65  0.14  0.07 0.82  0.11  0.09 0.74  0.17  0.11 0.83  0.06
Final Sat.:   134  415    90    46  511    68    56  476   106    72  548    41
------------|---------------||---------------||---------------||---------------|
Capacity Analysis Module:
Vol/Sat:     0.33 0.33  0.33  0.27 0.27  0.27  0.26 0.26  0.26  0.41 0.41  0.41
Crit Moves:  ****                 ****             ****             ****
Delay/Veh:   10.6 10.6  10.6  10.1 10.1  10.1   9.9  9.9   9.9  11.4 11.4  11.4
Delay Adj:   1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
AdjDel/Veh:  10.6 10.6  10.6  10.1 10.1  10.1   9.9  9.9   9.9  11.4 11.4  11.4
LOS by Move:    B    B     B     B    B     B     A    A     A     B    B     B
ApproachDel:      10.6             10.1             9.9             11.4
Delay Adj:        1.00             1.00            1.00             1.00
ApprAdjDel:       10.6             10.1             9.9             11.4
LOS by Appr:         B                B               A                B
AllWayAvgQ:   0.4  0.4   0.4   0.3  0.3   0.3   0.3  0.3   0.3   0.6  0.6   0.6
Note: Queue reported is the number of cars per lane.
                Peak Hour Volume Signal Warrant Report [Urban]
*******************************************************************************
Intersection #9 Parker Ave / W Lowell Ave
*******************************************************************************
Base Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
```

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Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Stop Sign			Stop Sign			Stop Sign			Stop Sign		
Lanes:	0 0 1! 0 0			0 0 1! 0 0			0 0 1! 0 0			0 0 1! 0 0		
Initial Vol:	33	102	22	10	112	15	11	94	21	16	121	9

Major Street Volume: 294
Minor Approach Volume: 146
Minor Approach Volume Threshold: 546

SIGNAL WARRANT DISCLAIMER

This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

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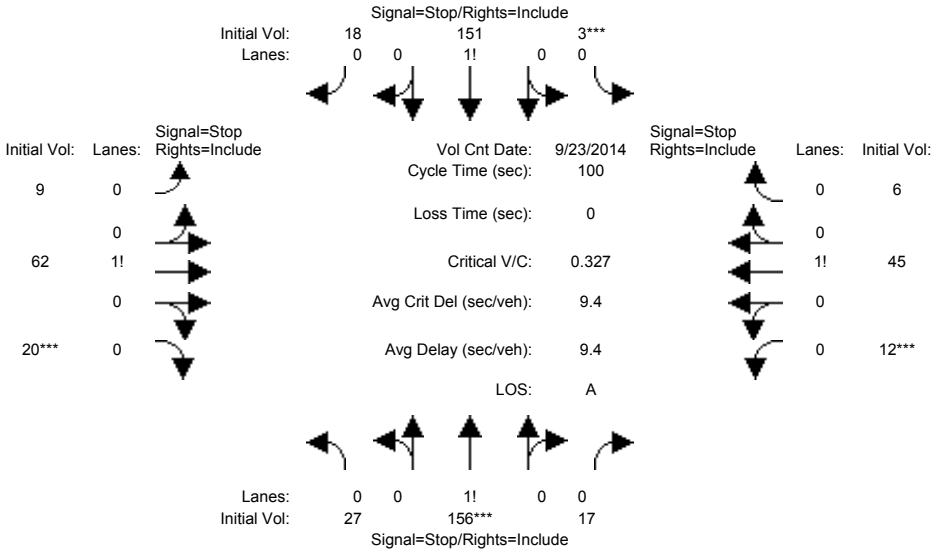
Level Of Service Computation Report
2000 HCM 4-Way Stop (Base Volume Alternative)
Existing PM

Intersection #9: Parker Ave / W Lowell Ave




```
Street Name:            Parker Ave                          W Lowell Ave
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Min. Green:     0    0     0     0    0     0     0    0     0     0    0     0
------------|---------------||---------------||---------------||---------------|
Volume Module: >> Count Date: 23 Sep 2014 << 5:00 pm to 6:00 pm
Base Vol:      27  156    17     3  151    18     9   62    20    12   45     6
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:   27  156    17     3  151    18     9   62    20    12   45     6
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     0.83 0.83  0.83  0.83 0.83  0.83  0.88 0.88  0.88  0.58 0.58  0.58
PHF Volume:    33  188    20     4  182    22    10   70    23    21   78    10
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
Reduced Vol:   33  188    20     4  182    22    10   70    23    21   78    10
PCE Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
MLF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
FinalVolume:   33  188    20     4  182    22    10   70    23    21   78    10
------------|---------------||---------------||---------------||---------------|
Saturation Flow Module:
Adjustment:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Lanes:       0.13 0.78  0.09  0.02 0.88  0.10  0.10 0.68  0.22  0.19 0.71  0.10
Final Sat.:    99  574    63    13  643    77    65  450   145   124  466    62
------------|---------------||---------------||---------------||---------------|
Capacity Analysis Module:
Vol/Sat:     0.33 0.33  0.33  0.28 0.28  0.28  0.16 0.16  0.16  0.17 0.17  0.17
Crit Moves:        ****        ****                        ****  ****
Delay/Veh:    9.9  9.9   9.9   9.5  9.5   9.5   8.9  8.9   8.9   9.0  9.0   9.0
Delay Adj:   1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
AdjDel/Veh:   9.9  9.9   9.9   9.5  9.5   9.5   8.9  8.9   8.9   9.0  9.0   9.0
LOS by Move:    A    A     A     A    A     A     A    A     A     A    A     A
ApproachDel:       9.9              9.5              8.9              9.0
Delay Adj:        1.00             1.00             1.00             1.00
ApprAdjDel:        9.9              9.5              8.9              9.0
LOS by Appr:         A                A                A                A
AllWayAvgQ:   0.4  0.4   0.4   0.4  0.4   0.4   0.2  0.2   0.2   0.2  0.2   0.2
Note: Queue reported is the number of cars per lane.
                Peak Hour Volume Signal Warrant Report [Urban]
*******************************************************************************
Intersection #9 Parker Ave / W Lowell Ave
*******************************************************************************
Base Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
```

```
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign        Stop Sign        Stop Sign
Lanes:        0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0
Initial Vol:   27  156    17     3  151    18     9   62    20    12   45     6
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             372
Minor Approach Volume:           91
Minor Approach Volume Threshold: 483
-------------------------------------------------------------------------------
```

SIGNAL WARRANT DISCLAIMER

This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

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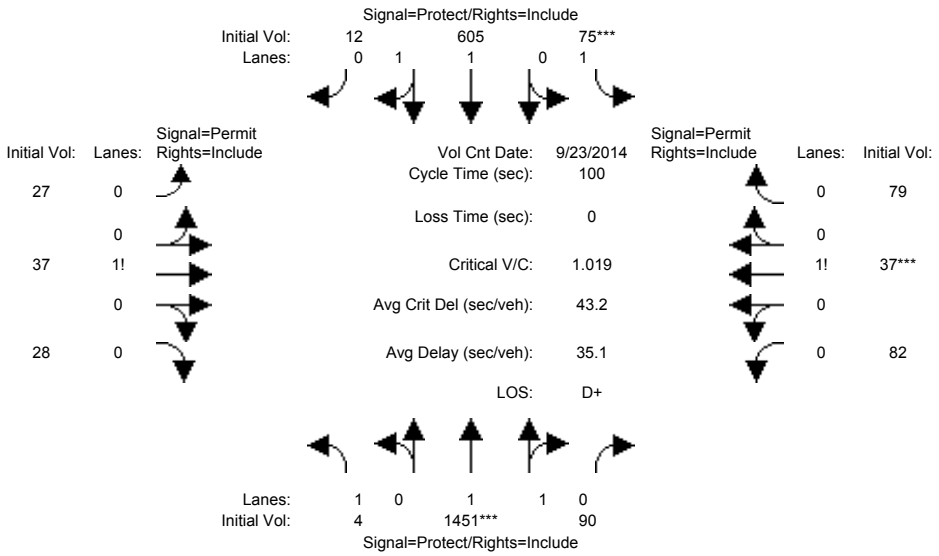
Appendix C – Level of Service Worksheets: Existing + Proposed Project (Scenario 2)

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Existing Plus Project AM

Intersection #1: S Tracy Blvd / W Eaton Ave



Street Name:	S Tracy Blvd						W Eaton Ave					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	0	0	0	0	0	0	0	0	0	0	0	0
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module: >> Count Date: 23 Sep 2014 << 7:45 am to 8:45 am												
Base Vol:	4	1451	76	75	605	12	27	37	28	79	37	79
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	4	1451	76	75	605	12	27	37	28	79	37	79
Added Vol:	0	0	14	0	0	0	0	0	0	3	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	4	1451	90	75	605	12	27	37	28	82	37	79
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	0.57	0.57	0.57	0.80	0.80	0.80	0.70	0.70	0.70	0.81	0.81	0.81
PHF Volume:	7	2546	158	94	756	15	39	53	40	101	46	98
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	7	2546	158	94	756	15	39	53	40	101	46	98
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	7	2546	158	94	756	15	39	53	40	101	46	98
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	0.91	0.91	0.92	0.92	0.92	0.76	0.76	0.76	0.69	0.69	0.69
Lanes:	1.00	1.88	0.12	1.00	1.96	0.04	0.29	0.41	0.30	0.41	0.19	0.40
Final Sat.:	1753	3271	203	1753	3427	68	425	582	440	541	244	522
Capacity Analysis Module:												
Vol/Sat:	0.00	0.78	0.78	0.05	0.22	0.22	0.09	0.09	0.09	0.19	0.19	0.19
Crit Moves:		****		****							****	
Green/Cycle:	0.01	0.76	0.76	0.05	0.80	0.80	0.18	0.18	0.18	0.18	0.18	0.18
Volume/Cap:	0.28	1.02	1.02	1.02	0.28	0.28	0.49	0.49	0.49	1.02	1.02	1.02
Uniform Del:	48.8	11.8	11.8	47.4	2.5	2.5	36.7	36.7	36.7	40.8	40.8	40.8
IncremntDel:	5.8	22.4	22.4	99.0	0.1	0.1	1.5	1.5	1.5	63.0	63.0	63.0
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Delay/Veh:	54.5	34.2	34.2	146.4	2.6	2.6	38.1	38.1	38.1	103.8	104	103.8
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	54.5	34.2	34.2	146.4	2.6	2.6	38.1	38.1	38.1	103.8	104	103.8
LOS by Move:	D-	C-	C-	F	A	A	D+	D+	D+	F	F	F
HCM2k95thQ:	1	83	83	12	6	6	8	8	8	23	23	23

Note: Queue reported is the number of cars per lane.

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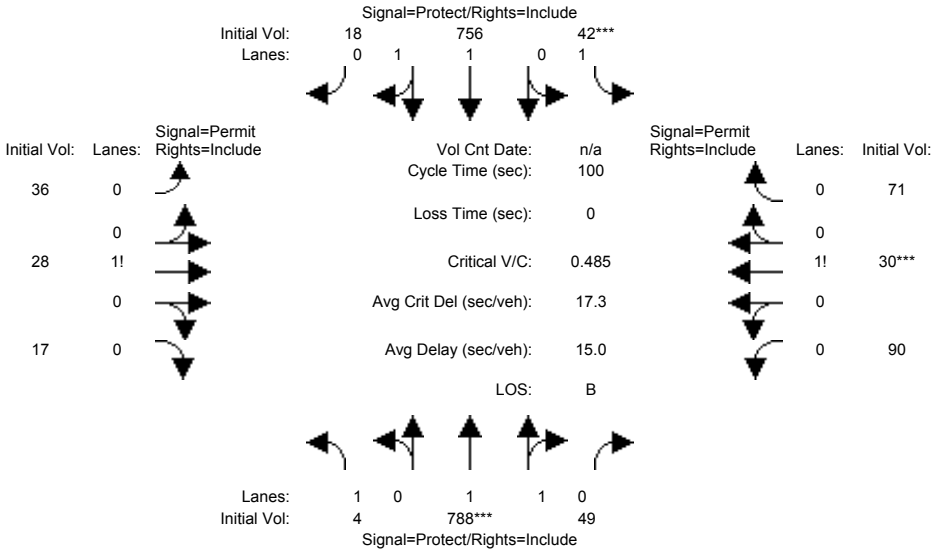
Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Existing Plus Project PM

Intersection #1: S Tracy Blvd / W Eaton Ave



Street Name:	S Tracy Blvd						W Eaton Ave					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	0	0	0	0	0	0	0	0	0	0	0	0
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:5:00 pm to 6:00 pm												
Base Vol:	4	788	42	42	756	18	36	28	17	73	30	71
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	4	788	42	42	756	18	36	28	17	73	30	71
Added Vol:	0	0	7	0	0	0	0	0	0	17	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	4	788	49	42	756	18	36	28	17	90	30	71
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	0.90	0.90	0.90	0.90	0.90	0.90	0.88	0.88	0.88	0.69	0.69	0.69
PHF Volume:	4	876	54	47	840	20	41	32	19	130	43	103
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	4	876	54	47	840	20	41	32	19	130	43	103
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	4	876	54	47	840	20	41	32	19	130	43	103
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	0.91	0.91	0.92	0.92	0.92	0.78	0.78	0.78	0.76	0.76	0.76
Lanes:	1.00	1.88	0.12	1.00	1.95	0.05	0.44	0.35	0.21	0.47	0.16	0.37
Final Sat.:	1753	3270	203	1753	3414	81	655	510	309	684	228	539
Capacity Analysis Module:												
Vol/Sat:	0.00	0.27	0.27	0.03	0.25	0.25	0.06	0.06	0.06	0.19	0.19	0.19
Crit Moves:		****		****							****	
Green/Cycle:	0.01	0.55	0.55	0.05	0.60	0.60	0.39	0.39	0.39	0.39	0.39	0.39
Volume/Cap:	0.41	0.49	0.49	0.49	0.41	0.41	0.16	0.16	0.16	0.49	0.49	0.49
Uniform Del:	49.5	13.7	13.7	45.9	10.6	10.6	19.6	19.6	19.6	22.7	22.7	22.7
IncremntDel:	23.3	0.2	0.2	3.8	0.1	0.1	0.1	0.1	0.1	0.7	0.7	0.7
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Delay/Veh:	72.8	13.9	13.9	49.7	10.7	10.7	19.8	19.8	19.8	23.4	23.4	23.4
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	72.8	13.9	13.9	49.7	10.7	10.7	19.8	19.8	19.8	23.4	23.4	23.4
LOS by Move:	E	B	B	D	B+	B+	B-	B-	B-	C	C	C
HCM2k95thQ:	1	17	17	4	14	14	4	4	4	13	13	13

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Note: Queue reported is the number of cars per lane.

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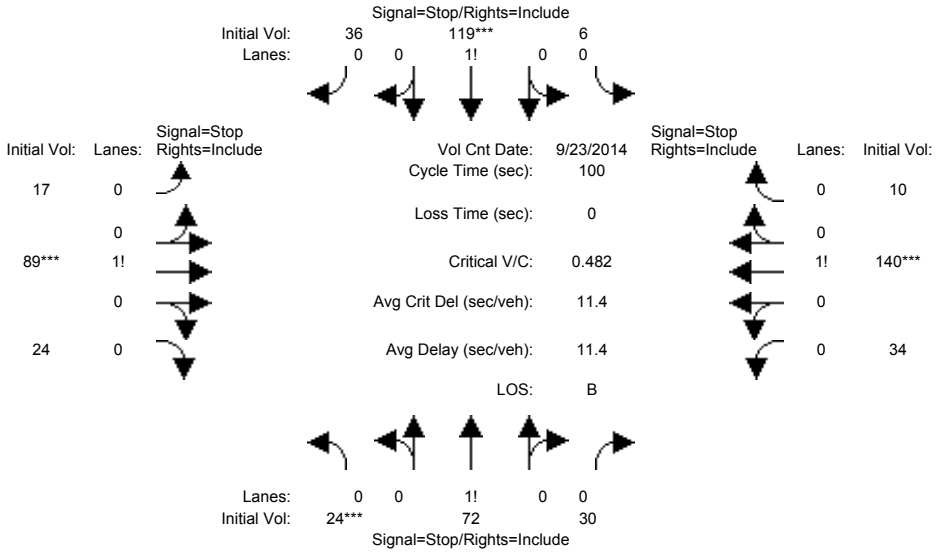
Level Of Service Computation Report
2000 HCM 4-Way Stop (Future Volume Alternative)
Existing Plus Project AM

Intersection #2: Bessie Ave / W Lowell Ave




```
Street Name:            Bessie Ave                      W Lowell Ave
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Min. Green:     0    0     0     0    0     0     0    0     0     0    0     0
------------|---------------||---------------||---------------||---------------|
Volume Module: >> Count Date: 23 Sep 2014 << 7:30 am to 8:30 am
Base Vol:      22   72    30     6  117    36    17   89    15    33  140    10
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:   22   72    30     6  117    36    17   89    15    33  140    10
Added Vol:      2    0     0     0    2     0     0    0     9     1    0     0
PasserByVol:    0    0     0     0    0     0     0    0     0     0    0     0
Initial Fut:   24   72    30     6  119    36    17   89    24    34  140    10
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     0.70 0.70  0.70  0.69 0.69  0.69  0.78 0.78  0.78  0.59 0.59  0.59
PHF Volume:    34  103    43     9  172    52    22  114    31    58  237    17
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
Reduced Vol:   34  103    43     9  172    52    22  114    31    58  237    17
PCE Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
MLF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
FinalVolume:   34  103    43     9  172    52    22  114    31    58  237    17
------------|---------------||---------------||---------------||---------------|
Saturation Flow Module:
Adjustment:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Lanes:       0.19 0.57  0.24  0.04 0.74  0.22  0.13 0.69  0.18  0.18 0.77  0.05
Final Sat.:   116  347   145    23  463   140    80  418   113   119  492    35
------------|---------------||---------------||---------------||---------------|
Capacity Analysis Module:
Vol/Sat:     0.30 0.30  0.30  0.37 0.37  0.37  0.27 0.27  0.27  0.48 0.48  0.48
Crit Moves:  ****                 ****             ****             ****
Delay/Veh:   10.5 10.5  10.5  11.2 11.2  11.2  10.2 10.2  10.2  12.7 12.7  12.7
Delay Adj:   1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
AdjDel/Veh:  10.5 10.5  10.5  11.2 11.2  11.2  10.2 10.2  10.2  12.7 12.7  12.7
LOS by Move:    B    B     B     B    B     B     B    B     B     B    B     B
ApproachDel:      10.5             11.2             10.2             12.7
Delay Adj:        1.00             1.00             1.00             1.00
ApprAdjDel:       10.5             11.2             10.2             12.7
LOS by Appr:         B                B                B                B
AllWayAvgQ:   0.3  0.3   0.3   0.5  0.5   0.5   0.3  0.3   0.3   0.8  0.8   0.8
Note: Queue reported is the number of cars per lane.
                Peak Hour Volume Signal Warrant Report [Urban]
*******************************************************************************
Intersection #2 Bessie Ave / W Lowell Ave
```

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*******************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign        Stop Sign        Stop Sign
Lanes:        0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0
Initial Vol:   24   72    30     6  119    36    17   89    24    34  140    10
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             314
Minor Approach Volume:           161
Minor Approach Volume Threshold: 528
-------------------------------------------------------------------------------
```

SIGNAL WARRANT DISCLAIMER

This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace a rigorous and complete traffic signal warrant analysis by the responsible jurisdiction. Consideration of the other signal warrants, which is beyond the scope of this software, may yield different results.

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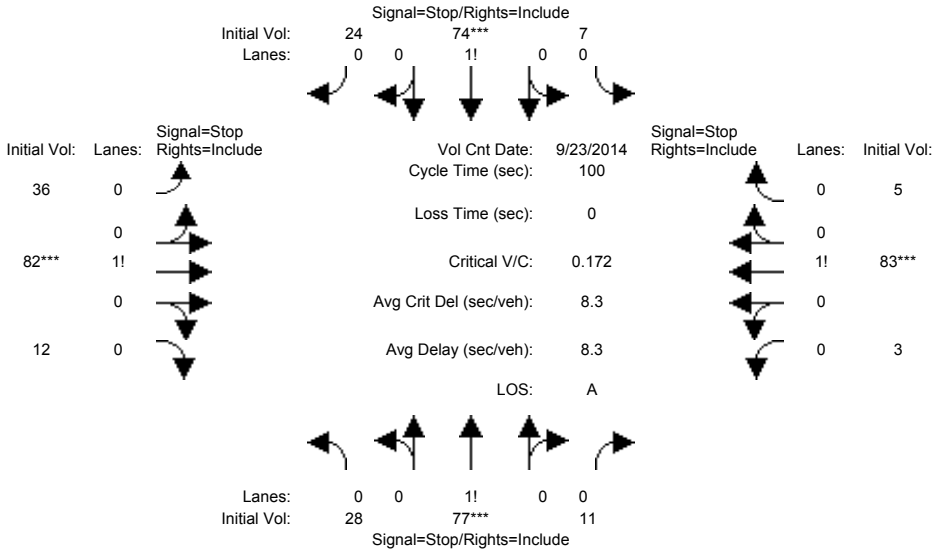
Level Of Service Computation Report
2000 HCM 4-Way Stop (Future Volume Alternative)
Existing Plus Project PM

Intersection #2: Bessie Ave / W Lowell Ave




```
Street Name:            Bessie Ave                      W Lowell Ave
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Min. Green:     0    0     0     0    0     0     0    0     0     0    0     0
------------|---------------||---------------||---------------||---------------|
Volume Module: >> Count Date: 23 Sep 2014 << 5:00 pm to 6:00 pm
Base Vol:      16   75    10     7   73    24    36   82     7     3   83     5
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:   16   75    10     7   73    24    36   82     7     3   83     5
Added Vol:     12    2     1     0    1     0     0    0     5     0    0     0
PasserByVol:    0    0     0     0    0     0     0    0     0     0    0     0
Initial Fut:   28   77    11     7   74    24    36   82    12     3   83     5
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Volume:    28   77    11     7   74    24    36   82    12     3   83     5
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
Reduced Vol:   28   77    11     7   74    24    36   82    12     3   83     5
PCE Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
MLF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
FinalVolume:   28   77    11     7   74    24    36   82    12     3   83     5
------------|---------------||---------------||---------------||---------------|
Saturation Flow Module:
Adjustment:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Lanes:       0.24 0.67  0.09  0.07 0.70  0.23  0.28 0.63  0.09  0.03 0.92  0.05
Final Sat.:   182  501    72    51  543   176   210  478    70    25  685    41
------------|---------------||---------------||---------------||---------------|
Capacity Analysis Module:
Vol/Sat:     0.15 0.15  0.15  0.14 0.14  0.14  0.17 0.17  0.17  0.12 0.12  0.12
Crit Moves:        ****             ****             ****             ****
Delay/Veh:    8.3  8.3   8.3   8.1  8.1   8.1   8.4  8.4   8.4   8.2  8.2   8.2
Delay Adj:   1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
AdjDel/Veh:   8.3  8.3   8.3   8.1  8.1   8.1   8.4  8.4   8.4   8.2  8.2   8.2
LOS by Move:    A    A     A     A    A     A     A    A     A     A    A     A
ApproachDel:       8.3              8.1              8.4              8.2
Delay Adj:        1.00             1.00             1.00             1.00
ApprAdjDel:        8.3              8.1              8.4              8.2
LOS by Appr:         A                A                A                A
AllWayAvgQ:   0.2  0.2   0.2   0.1  0.1   0.1   0.2  0.2   0.2   0.1  0.1   0.1
Note: Queue reported is the number of cars per lane.
                Peak Hour Volume Signal Warrant Report [Urban]
*******************************************************************************
Intersection #2 Bessie Ave / W Lowell Ave
```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*******************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign        Stop Sign        Stop Sign
Lanes:        0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0
Initial Vol:   28   77    11     7   74    24    36   82    12     3   83     5
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             221
Minor Approach Volume:           130
Minor Approach Volume Threshold: 622
-------------------------------------------------------------------------------
```

SIGNAL WARRANT DISCLAIMER

This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace a rigorous and complete traffic signal warrant analysis by the responsible jurisdiction. Consideration of the other signal warrants, which is beyond the scope of this software, may yield different results.

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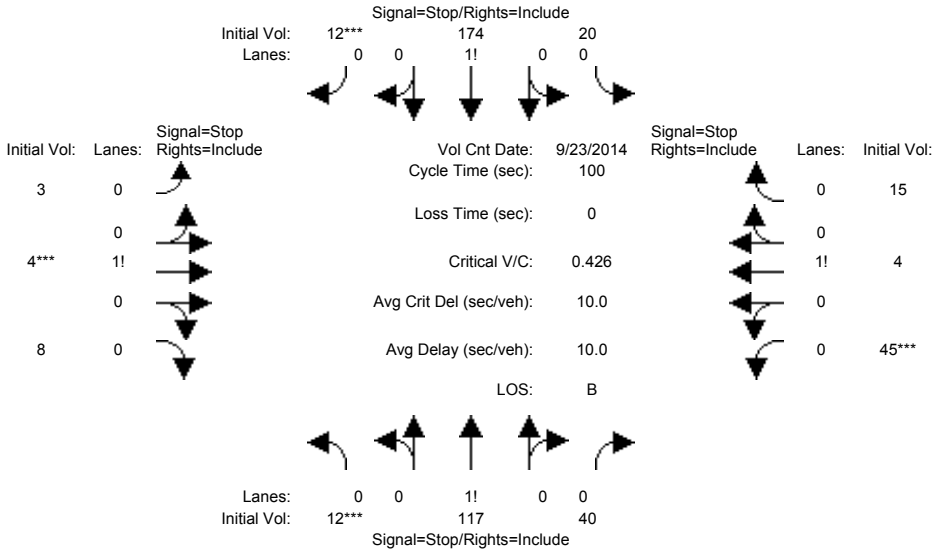
Level Of Service Computation Report
2000 HCM 4-Way Stop (Future Volume Alternative)
Existing Plus Project AM

Intersection #3: Bessie Ave / W Beverly Pl




```
Street Name:            Bessie Ave                      W Beverly Pl
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Min. Green:     0    0     0     0    0     0     0    0     0     0    0     0
------------|---------------||---------------||---------------||---------------|
Volume Module: >> Count Date: 23 Sep 2014 << 7:30 a.m. to 8:30 a.m.
Base Vol:      12  115    40    20  163    12     3    4     7    44    4    15
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:   12  115    40    20  163    12     3    4     7    44    4    15
Added Vol:      0    2     0     0   11     0     0    0     1     1    0     0
PasserByVol:    0    0     0     0    0     0     0    0     0     0    0     0
Initial Fut:   12  117    40    20  174    12     3    4     8    45    4    15
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     0.68 0.68  0.68  0.63 0.63  0.63  0.50 0.50  0.50  0.58 0.58  0.58
PHF Volume:    18  172    59    32  276    19     6    8    16    78    7    26
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
Reduced Vol:   18  172    59    32  276    19     6    8    16    78    7    26
PCE Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
MLF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
FinalVolume:   18  172    59    32  276    19     6    8    16    78    7    26
------------|---------------||---------------||---------------||---------------|
Saturation Flow Module:
Adjustment:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Lanes:       0.07 0.69  0.24  0.10 0.84  0.06  0.20 0.27  0.53  0.71 0.06  0.23
Final Sat.:    54  531   181    75  648    45   126  167   335   443   39   148
------------|---------------||---------------||---------------||---------------|
Capacity Analysis Module:
Vol/Sat:     0.32 0.32  0.32  0.43 0.43  0.43  0.05 0.05  0.05  0.18 0.18  0.18
Crit Moves:  ****                         ****       ****        ****
Delay/Veh:    9.6  9.6   9.6  10.8 10.8  10.8   8.3  8.3   8.3   9.3  9.3   9.3
Delay Adj:   1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
AdjDel/Veh:   9.6  9.6   9.6  10.8 10.8  10.8   8.3  8.3   8.3   9.3  9.3   9.3
LOS by Move:    A    A     A     B    B     B     A    A     A     A    A     A
ApproachDel:       9.6             10.8              8.3              9.3
Delay Adj:        1.00             1.00             1.00             1.00
ApprAdjDel:        9.6             10.8              8.3              9.3
LOS by Appr:         A                B                A                A
AllWayAvgQ:   0.4  0.4   0.4   0.7  0.7   0.7   0.0  0.0   0.0   0.2  0.2   0.2
Note: Queue reported is the number of cars per lane.
                Peak Hour Volume Signal Warrant Report [Urban]
*******************************************************************************
Intersection #3 Bessie Ave / W Beverly Pl
```

```
*******************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign        Stop Sign        Stop Sign
Lanes:        0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0
Initial Vol:   12  117    40    20  174    12     3    4     8    45    4    15
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             375
Minor Approach Volume:           64
Minor Approach Volume Threshold: 481
-------------------------------------------------------------------------------
```

SIGNAL WARRANT DISCLAIMER

This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace a rigorous and complete traffic signal warrant analysis by the responsible jurisdiction. Consideration of the other signal warrants, which is beyond the scope of this software, may yield different results.

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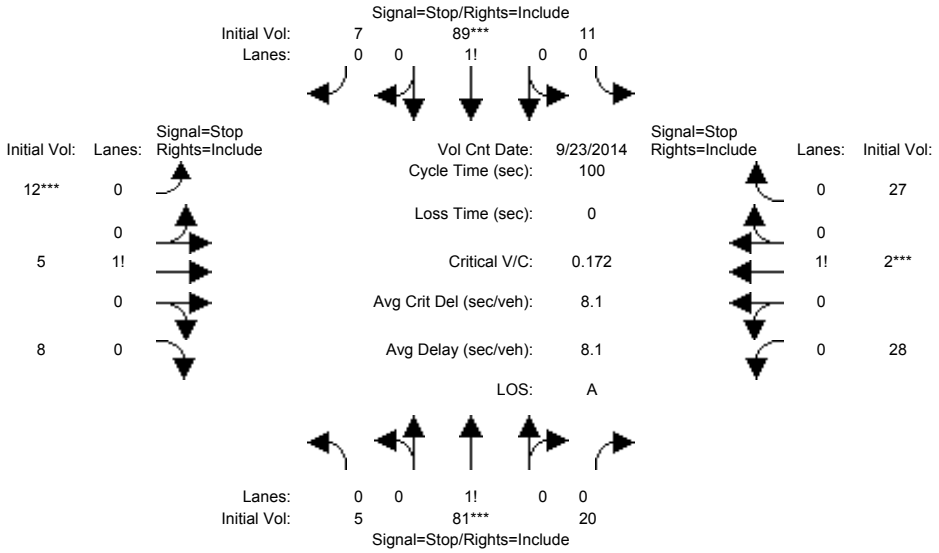
Level Of Service Computation Report
2000 HCM 4-Way Stop (Future Volume Alternative)
Existing Plus Project PM

Intersection #3: Bessie Ave / W Beverly Pl




```
Street Name:            Bessie Ave                      W Beverly Pl
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Min. Green:     0    0     0     0    0     0     0    0     0     0    0     0
------------|---------------||---------------||---------------||---------------|
Volume Module: >> Count Date: 23 Sep 2014 << 4:00 pm to 5:00 pm
Base Vol:       4   68    19    11   83     7    12    5     8    25    2    25
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:    4   68    19    11   83     7    12    5     8    25    2    25
Added Vol:      1   13     1     0    6     0     0    0     0     3    0     2
PasserByVol:    0    0     0     0    0     0     0    0     0     0    0     0
Initial Fut:    5   81    20    11   89     7    12    5     8    28    2    27
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     0.76 0.76  0.76  0.79 0.79  0.79  0.63 0.63  0.63  0.59 0.59  0.59
PHF Volume:     7  107    26    14  113     9    19    8    13    47    3    46
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
Reduced Vol:    7  107    26    14  113     9    19    8    13    47    3    46
PCE Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
MLF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
FinalVolume:    7  107    26    14  113     9    19    8    13    47    3    46
------------|---------------||---------------||---------------||---------------|
Saturation Flow Module:
Adjustment:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Lanes:       0.05 0.76  0.19  0.10 0.83  0.07  0.48 0.20  0.32  0.49 0.04  0.47
Final Sat.:    38  621   153    82  664    52   358  149   238   381   27   367
------------|---------------||---------------||---------------||---------------|
Capacity Analysis Module:
Vol/Sat:     0.17 0.17  0.17  0.17 0.17  0.17  0.05 0.05  0.05  0.12 0.12  0.12
Crit Moves:        ****              ****        ****                   ****
Delay/Veh:    8.1  8.1   8.1   8.2  8.2   8.2   7.8  7.8   7.8   8.0  8.0   8.0
Delay Adj:   1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
AdjDel/Veh:   8.1  8.1   8.1   8.2  8.2   8.2   7.8  7.8   7.8   8.0  8.0   8.0
LOS by Move:    A    A     A     A    A     A     A    A     A     A    A     A
ApproachDel:       8.1              8.2              7.8              8.0
Delay Adj:        1.00             1.00             1.00             1.00
ApprAdjDel:        8.1              8.2              7.8              8.0
LOS by Appr:         A                A                A                A
AllWayAvgQ:   0.2  0.2   0.2   0.2  0.2   0.2   0.0  0.0   0.0   0.1  0.1   0.1
Note: Queue reported is the number of cars per lane.
                Peak Hour Volume Signal Warrant Report [Urban]
*******************************************************************************
Intersection #3 Bessie Ave / W Beverly Pl
```

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```
*******************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign        Stop Sign        Stop Sign
Lanes:        0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0
Initial Vol:    5   81    20    11   89     7    12    5     8    28    2    27
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             213
Minor Approach Volume:           57
Minor Approach Volume Threshold: 632
-------------------------------------------------------------------------------
```

SIGNAL WARRANT DISCLAIMER

This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace a rigorous and complete traffic signal warrant analysis by the responsible jurisdiction. Consideration of the other signal warrants, which is beyond the scope of this software, may yield different results.

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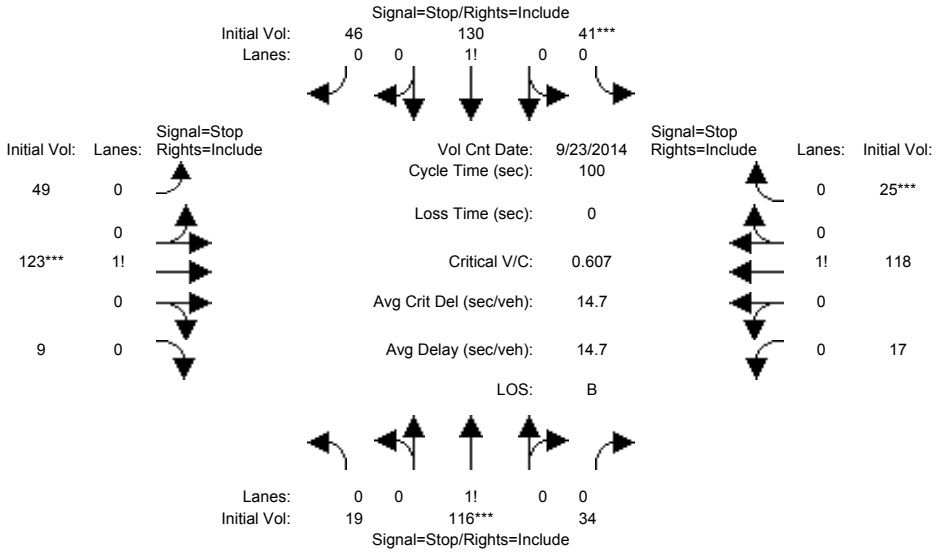
Level Of Service Computation Report
2000 HCM 4-Way Stop (Future Volume Alternative)
Existing Plus Project AM

Intersection #4: Bessie Ave / W Eaton Ave




```
Street Name:            Bessie Ave                      W Eaton Ave
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Min. Green:     0    0     0     0    0     0     0    0     0     0    0     0
------------|---------------||---------------||---------------||---------------|
Volume Module: >> Count Date: 23 Sep 2014 << 7:30 am to 8:30 am
Base Vol:      19  112    34    33  129    45    44  114     9    17  116    22
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:   19  112    34    33  129    45    44  114     9    17  116    22
Added Vol:      0    4     0     8    1     1     5    9     0     0    2     3
PasserByVol:    0    0     0     0    0     0     0    0     0     0    0     0
Initial Fut:   19  116    34    41  130    46    49  123     9    17  118    25
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     0.70 0.70  0.70  0.62 0.62  0.62  0.68 0.68  0.68  0.60 0.60  0.60
PHF Volume:    27  166    49    66  210    74    72  181    13    28  197    42
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
Reduced Vol:   27  166    49    66  210    74    72  181    13    28  197    42
PCE Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
MLF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
FinalVolume:   27  166    49    66  210    74    72  181    13    28  197    42
------------|---------------||---------------||---------------||---------------|
Saturation Flow Module:
Adjustment:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Lanes:       0.11 0.69  0.20  0.19 0.60  0.21  0.27 0.68  0.05  0.10 0.74  0.16
Final Sat.:    61  370   109   109  345   122   145  364    27    58  400    85
------------|---------------||---------------||---------------||---------------|
Capacity Analysis Module:
Vol/Sat:     0.45 0.45  0.45  0.61 0.61  0.61  0.50 0.50  0.50  0.49 0.49  0.49
Crit Moves:       ****        ****                   ****                    ****
Delay/Veh:   13.3 13.3  13.3  16.5 16.5  16.5  14.4 14.4  14.4  14.1 14.1  14.1
Delay Adj:   1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
AdjDel/Veh:  13.3 13.3  13.3  16.5 16.5  16.5  14.4 14.4  14.4  14.1 14.1  14.1
LOS by Move:    B    B     B     C    C     C     B    B     B     B    B     B
ApproachDel:      13.3             16.5             14.4             14.1
Delay Adj:        1.00             1.00             1.00             1.00
ApprAdjDel:       13.3             16.5             14.4             14.1
LOS by Appr:         B                C                B                B
AllWayAvgQ:   0.6  0.6   0.6   1.2  1.2   1.2   0.8  0.8   0.8   0.7  0.7   0.7
Note: Queue reported is the number of cars per lane.
                Peak Hour Volume Signal Warrant Report [Urban]
*******************************************************************************
Intersection #4 Bessie Ave / W Eaton Ave
```

```
*******************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign        Stop Sign        Stop Sign
Lanes:        0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0
Initial Vol:   19  116    34    41  130    46    49  123     9    17  118    25
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             386
Minor Approach Volume:           181
Minor Approach Volume Threshold: 473
-------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
```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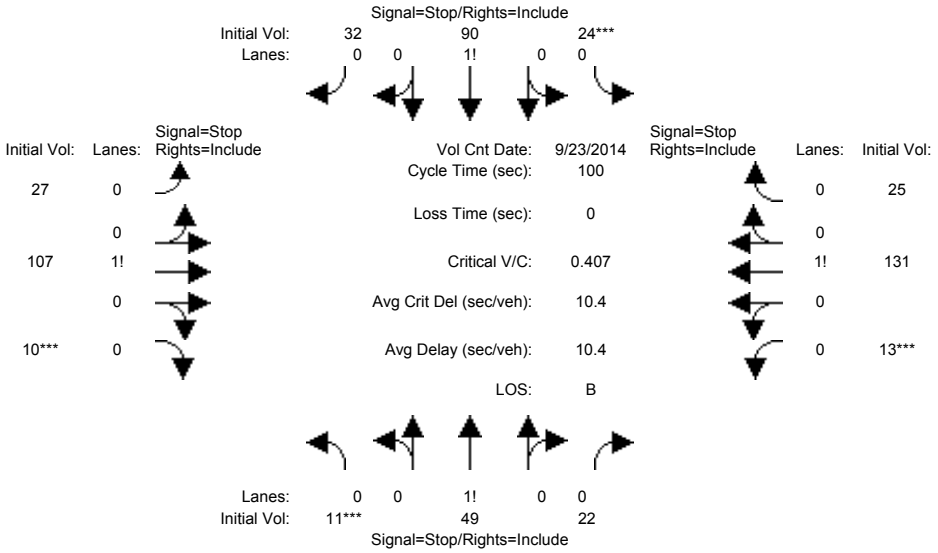
Level Of Service Computation Report
2000 HCM 4-Way Stop (Future Volume Alternative)
Existing Plus Project PM

Intersection #4: Bessie Ave / W Eaton Ave




```
Street Name:            Bessie Ave                      W Eaton Ave
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Min. Green:     0    0     0     0    0     0     0    0     0     0    0     0
------------|---------------||---------------||---------------||---------------|
Volume Module: >> Count Date: 23 Sep 2014 << 4:00 pm to 5:00 pm
Base Vol:      11   47    22    19   84    26    25  102    10    13  119    14
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:   11   47    22    19   84    26    25  102    10    13  119    14
Added Vol:      0    2     0     5    6     6     2    5     0     0   12    11
PasserByVol:    0    0     0     0    0     0     0    0     0     0    0     0
Initial Fut:   11   49    22    24   90    32    27  107    10    13  131    25
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     0.77 0.77  0.77  0.65 0.65  0.65  0.84 0.84  0.84  0.60 0.60  0.60
PHF Volume:    14   64    29    37  138    49    32  127    12    22  218    42
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
Reduced Vol:   14   64    29    37  138    49    32  127    12    22  218    42
PCE Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
MLF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
FinalVolume:   14   64    29    37  138    49    32  127    12    22  218    42
------------|---------------||---------------||---------------||---------------|
Saturation Flow Module:
Adjustment:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Lanes:       0.13 0.60  0.27  0.16 0.62  0.22  0.19 0.74  0.07  0.08 0.77  0.15
Final Sat.:    84  373   167   108  406   145   123  486    45    53  536   102
------------|---------------||---------------||---------------||---------------|
Capacity Analysis Module:
Vol/Sat:     0.17 0.17  0.17  0.34 0.34  0.34  0.26 0.26  0.26  0.41 0.41  0.41
Crit Moves:  ****              ****                          ****  ****
Delay/Veh:    9.2  9.2   9.2  10.5 10.5  10.5   9.8  9.8   9.8  11.1 11.1  11.1
Delay Adj:   1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
AdjDel/Veh:   9.2  9.2   9.2  10.5 10.5  10.5   9.8  9.8   9.8  11.1 11.1  11.1
LOS by Move:    A    A     A     B    B     B     A    A     A     B    B     B
ApproachDel:       9.2             10.5              9.8             11.1
Delay Adj:        1.00             1.00             1.00             1.00
ApprAdjDel:        9.2             10.5              9.8             11.1
LOS by Appr:         A                B                A                B
AllWayAvgQ:   0.2  0.2   0.2   0.4  0.4   0.4   0.3  0.3   0.3   0.6  0.6   0.6
Note: Queue reported is the number of cars per lane.
                Peak Hour Volume Signal Warrant Report [Urban]
*******************************************************************************
Intersection #4 Bessie Ave / W Eaton Ave
```

```
*******************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign        Stop Sign        Stop Sign
Lanes:        0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0
Initial Vol:   11   49    22    24   90    32    27  107    10    13  131    25
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             313
Minor Approach Volume:           146
Minor Approach Volume Threshold: 529
-------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
```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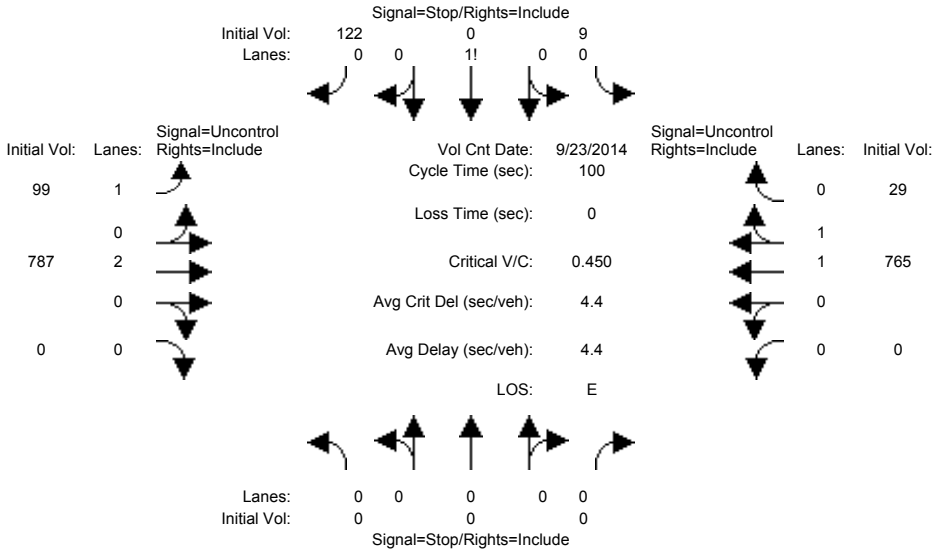
Level Of Service Computation Report
2000 HCM Unsignalized (Future Volume Alternative)
Existing Plus Project AM

Intersection #5: Bessie Ave / W 11th St (i 205)




```
Street Name:            Bessie Ave                      W 11th St
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Volume Module: >> Count Date: 23 Sep 2014 << 7:30 am to 8:30 am
Base Vol:       0    0     0     9    0   121    96  787     0     0  765    28
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:    0    0     0     9    0   121    96  787     0     0  765    28
Added Vol:      0    0     0     0    0     1     3    0     0     0    0     1
PasserByVol:    0    0     0     0    0     0     0    0     0     0    0     0
Initial Fut:    0    0     0     9    0   122    99  787     0     0  765    29
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     1.00 1.00  1.00  0.53 1.00  0.53  0.79 0.79  1.00  1.00 0.79  0.79
PHF Volume:     0    0     0    17    0   230   125  996     0     0  968    37
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
FinalVolume:    0    0     0    17    0   230   125  996     0     0  968    37
------------|---------------||---------------||---------------||---------------|
Critical Gap Module:
Critical Gp:xxxxx xxxx xxxxx   6.9  6.6   7.0   4.2 xxxx xxxxx xxxxx xxxx xxxxx
FollowUpTim:xxxxx xxxx xxxxx   3.5  4.0   3.3   2.2 xxxx xxxxx xxxxx xxxx xxxxx
------------|---------------||---------------||---------------||---------------|
Capacity Module:
Cnflict Vol: xxxx xxxx xxxxx  1735 2234   503  1005 xxxx xxxxx  xxxx xxxx xxxxx
Potent Cap.: xxxx xxxx xxxxx    78   42   512   679 xxxx xxxxx  xxxx xxxx xxxxx
Move Cap.:   xxxx xxxx xxxxx    67   34   512   679 xxxx xxxxx  xxxx xxxx xxxxx
Volume/Cap:  xxxx xxxx  xxxx  0.25 0.00  0.45  0.18 xxxx  xxxx  xxxx xxxx  xxxx
------------|---------------||---------------||---------------||---------------|
Level Of Service Module:
2Way95thQ:   xxxx xxxx xxxxx  xxxx xxxx xxxxx   0.7 xxxx xxxxx  xxxx xxxx xxxxx
Control Del:xxxxx xxxx xxxxx xxxxx xxxx xxxxx  11.5 xxxx xxxxx xxxxx xxxx xxxxx
LOS by Move:    *    *     *     *    *     *     B    *     *     *    *     *
Movement:     LT - LTR - RT    LT - LTR - RT    LT - LTR - RT    LT - LTR - RT
Shared Cap.: xxxx xxxx xxxxx  xxxx  351 xxxxx  xxxx xxxx xxxxx  xxxx xxxx xxxxx
SharedQueue:xxxxx xxxx xxxxx xxxxx  5.1 xxxxx xxxxx xxxx xxxxx xxxxx xxxx xxxxx
Shrd ConDel:xxxxx xxxx xxxxx xxxxx 36.4 xxxxx xxxxx xxxx xxxxx xxxxx xxxx xxxxx
Shared LOS:     *    *     *     *    E     *     *    *     *     *    *     *
ApproachDel:    xxxxxx             36.4           xxxxxx           xxxxxx
ApproachLOS:         *               E                *                *
Note: Queue reported is the number of cars per lane.
                     Peak Hour Delay Signal Warrant Report
*******************************************************************************
Intersection #5 Bessie Ave / W 11th St (i 205)
*******************************************************************************
```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```
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign       Uncontrolled     Uncontrolled
Lanes:        0  0  0  0  0    0  0  1! 0  0    1  0  2  0  0    0  0  1  1  0
Initial Vol:    0    0     0     9    0   122    99  787     0     0  765    29
ApproachDel:    xxxxxx             36.4           xxxxxx           xxxxxx
------------|---------------||---------------||---------------||---------------|
Approach[southbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=1.3]
   FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=131]
   SUCCEED - Approach volume greater than or equal to 100 for one lane approach.
Signal Warrant Rule #3: [approach count=3][total volume=1811]
   SUCCEED - Total volume greater than or equal to 650 for intersection
             with less than four approaches.
-------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
                Peak Hour Volume Signal Warrant Report [Urban]
*******************************************************************************
Intersection #5 Bessie Ave / W 11th St (i 205)
*******************************************************************************
Future Volume Alternative: Peak Hour Warrant Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign       Uncontrolled     Uncontrolled
Lanes:        0  0  0  0  0    0  0  1! 0  0    1  0  2  0  0    0  0  1  1  0
Initial Vol:    0    0     0     9    0   122    99  787     0     0  765    29
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             1680
Minor Approach Volume:           131
Minor Approach Volume Threshold: 106
-------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
```


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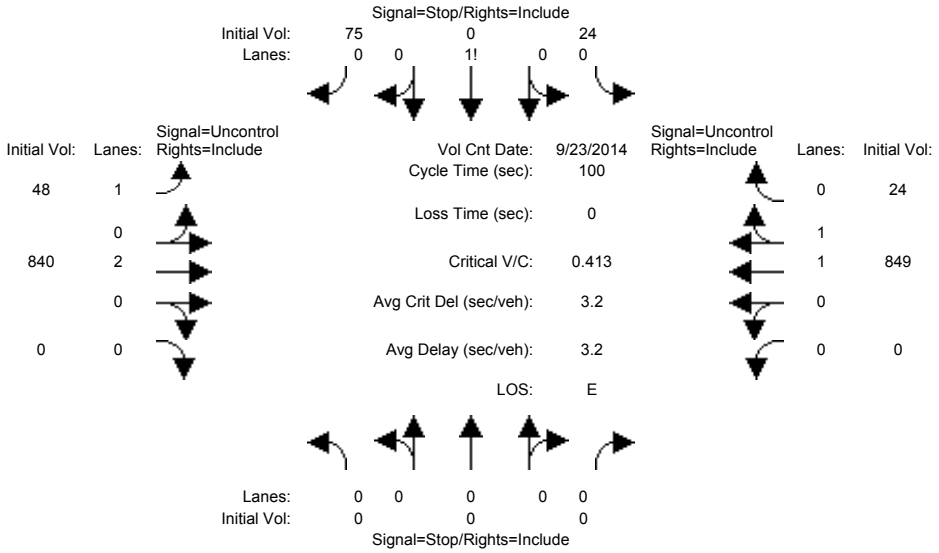
Level Of Service Computation Report
2000 HCM Unsignalized (Future Volume Alternative)
Existing Plus Project PM

Intersection #5: Bessie Ave / W 11th St (i 205)




```
Street Name:            Bessie Ave                      W 11th St
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Volume Module: >> Count Date: 23 Sep 2014 << 4:00 pm to 5:00 pm
Base Vol:       0    0     0    23    0    70    47  840     0     0  849    24
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:    0    0     0    23    0    70    47  840     0     0  849    24
Added Vol:      0    0     0     1    0     5     1    0     0     0    0     0
PasserByVol:    0    0     0     0    0     0     0    0     0     0    0     0
Initial Fut:    0    0     0    24    0    75    48  840     0     0  849    24
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     1.00 1.00  1.00  0.70 1.00  0.70  0.92 0.92  1.00  1.00 0.79  0.79
PHF Volume:     0    0     0    34    0   107    52  913     0     0 1075    30
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
FinalVolume:    0    0     0    34    0   107    52  913     0     0 1075    30
------------|---------------||---------------||---------------||---------------|
Critical Gap Module:
Critical Gp:xxxxx xxxx xxxxx   6.9  6.6   7.0   4.2 xxxx xxxxx xxxxx xxxx xxxxx
FollowUpTim:xxxxx xxxx xxxxx   3.5  4.0   3.3   2.2 xxxx xxxxx xxxxx xxxx xxxxx
------------|---------------||---------------||---------------||---------------|
Capacity Module:
Cnflict Vol: xxxx xxxx xxxxx  1651 2107   553  1105 xxxx xxxxx  xxxx xxxx xxxxx
Potent Cap.: xxxx xxxx xxxxx    89   50   474   622 xxxx xxxxx  xxxx xxxx xxxxx
Move Cap.:   xxxx xxxx xxxxx    83   46   474   622 xxxx xxxxx  xxxx xxxx xxxxx
Volume/Cap:  xxxx xxxx  xxxx  0.41 0.00  0.23  0.08 xxxx  xxxx  xxxx xxxx  xxxx
------------|---------------||---------------||---------------||---------------|
Level Of Service Module:
2Way95thQ:   xxxx xxxx xxxxx  xxxx xxxx xxxxx   0.3 xxxx xxxxx  xxxx xxxx xxxxx
Control Del:xxxxx xxxx xxxxx xxxxx xxxx xxxxx  11.3 xxxx xxxxx xxxxx xxxx xxxxx
LOS by Move:    *    *     *     *    *     *     B    *     *     *    *     *
Movement:     LT - LTR - RT    LT - LTR - RT    LT - LTR - RT    LT - LTR - RT
Shared Cap.: xxxx xxxx xxxxx  xxxx  221 xxxxx  xxxx xxxx xxxxx  xxxx xxxx xxxxx
SharedQueue:xxxxx xxxx xxxxx xxxxx  3.8 xxxxx xxxxx xxxx xxxxx xxxxx xxxx xxxxx
Shrd ConDel:xxxxx xxxx xxxxx xxxxx 46.3 xxxxx xxxxx xxxx xxxxx xxxxx xxxx xxxxx
Shared LOS:     *    *     *     *    E     *     *    *     *     *    *     *
ApproachDel:    xxxxxx             46.3           xxxxxx           xxxxxx
ApproachLOS:         *               E                *                *
Note: Queue reported is the number of cars per lane.
                    Peak Hour Delay Signal Warrant Report
*******************************************************************************
Intersection #5 Bessie Ave / W 11th St (i 205)
*******************************************************************************
```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```
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign       Uncontrolled     Uncontrolled
Lanes:        0  0  0  0  0    0  0  1! 0  0    1  0  2  0  0    0  0  1  1  0
Initial Vol:    0    0     0    24    0    75    48  840     0     0  849    24
ApproachDel:    xxxxxx             46.3           xxxxxx           xxxxxx
------------|---------------||---------------||---------------||---------------|
Approach[southbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=1.3]
   FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=99]
   FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=3][total volume=1860]
   SUCCEED - Total volume greater than or equal to 650 for intersection
             with less than four approaches.
-------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
                Peak Hour Volume Signal Warrant Report [Urban]
*******************************************************************************
Intersection #5 Bessie Ave / W 11th St (i 205)
*******************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign       Uncontrolled     Uncontrolled
Lanes:        0  0  0  0  0    0  0  1! 0  0    1  0  2  0  0    0  0  1  1  0
Initial Vol:    0    0     0    24    0    75    48  840     0     0  849    24
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             1761
Minor Approach Volume:           99
Minor Approach Volume Threshold: 90 [less than minimum of 100]
-------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
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"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

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a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
```


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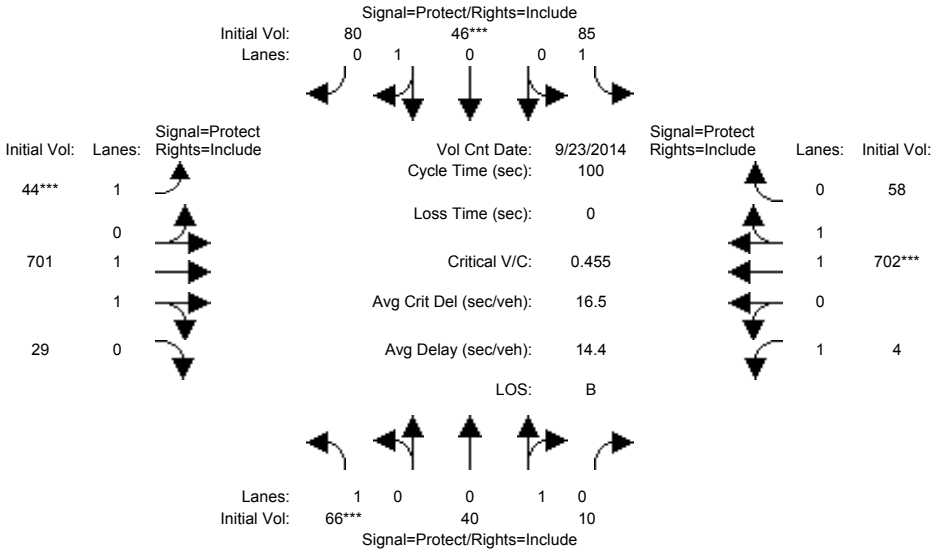
Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Existing Plus Project AM

Intersection #6: Parker Ave / W 11th St (i 205)



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	0	0	0	0	0	0	0	0	0	0	0	0
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module: >> Count Date: 23 Sep 2014 << 7:30 am to 8:30 am												
Base Vol:	66	39	10	84	46	80	44	701	29	4	701	53
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	66	39	10	84	46	80	44	701	29	4	701	53
Added Vol:	0	1	0	1	0	0	0	0	0	0	1	5
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	66	40	10	85	46	80	44	701	29	4	702	58
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	0.74	0.74	0.74	0.88	0.88	0.88	0.85	0.85	0.85	0.76	0.76	0.76
PHF Volume:	89	54	14	97	52	91	52	825	34	5	924	76
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	89	54	14	97	52	91	52	825	34	5	924	76
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	89	54	14	97	52	91	52	825	34	5	924	76
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	0.94	0.94	0.92	0.88	0.88	0.92	0.92	0.92	0.92	0.91	0.91
Lanes:	1.00	0.80	0.20	1.00	0.37	0.63	1.00	1.92	0.08	1.00	1.85	0.15
Final Sat.:	1753	1432	358	1753	610	1060	1753	3346	138	1753	3202	265
Capacity Analysis Module:												
Vol/Sat:	0.05	0.04	0.04	0.06	0.09	0.09	0.03	0.25	0.25	0.00	0.29	0.29
Crit Moves:	****				****		****				****	
Green/Cycle:	0.11	0.12	0.12	0.18	0.19	0.19	0.06	0.69	0.69	0.01	0.63	0.63
Volume/Cap:	0.45	0.31	0.31	0.31	0.45	0.45	0.45	0.36	0.36	0.36	0.45	0.45
Uniform Del:	41.5	40.0	40.0	35.7	36.0	36.0	45.0	6.3	6.3	49.3	9.4	9.4
IncremntDel:	1.7	0.8	0.8	0.6	1.0	1.0	2.9	0.1	0.1	14.2	0.1	0.1
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Delay/Veh:	43.2	40.8	40.8	36.3	37.0	37.0	47.9	6.4	6.4	63.5	9.5	9.5
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	43.2	40.8	40.8	36.3	37.0	37.0	47.9	6.4	6.4	63.5	9.5	9.5
LOS by Move:	D	D	D	D+	D+	D+	D	A	A	E	A	A
HCM2k95thQ:	6	4	4	6	9	9	4	11	11	1	16	16

Note: Queue reported is the number of cars per lane.

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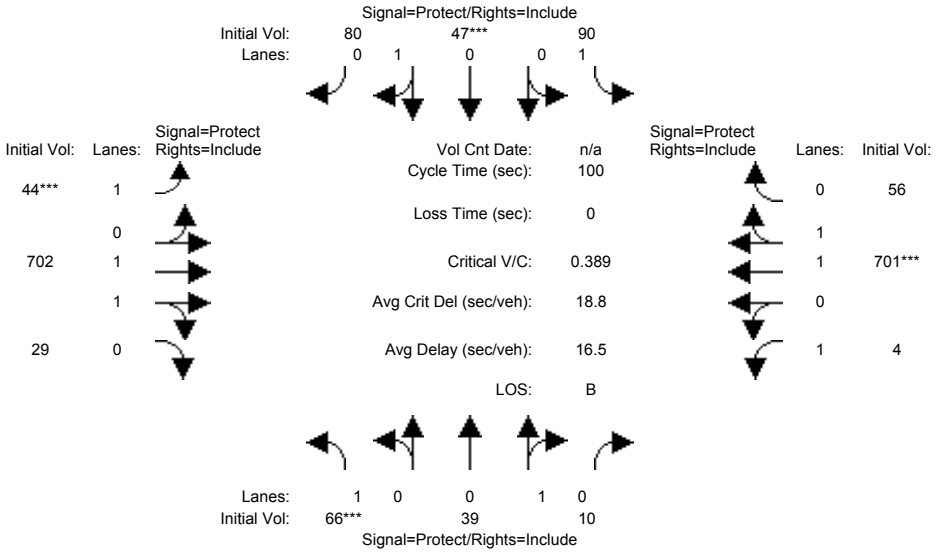
Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Existing Plus Project PM

Intersection #6: Parker Ave / W 11th St (i 205)



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	0	0	0	0	0	0	0	0	0	0	0	0
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	66	39	10	84	46	80	44	701	29	4	701	53
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	66	39	10	84	46	80	44	701	29	4	701	53
Added Vol:	0	0	0	6	1	0	0	1	0	0	0	3
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	66	39	10	90	47	80	44	702	29	4	701	56
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	0.74	0.74	0.74	0.85	0.85	0.85	0.97	0.97	0.97	0.98	0.98	0.98
PHF Volume:	89	53	14	106	55	94	45	724	30	4	715	57
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	89	53	14	106	55	94	45	724	30	4	715	57
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	89	53	14	106	55	94	45	724	30	4	715	57
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	0.94	0.94	0.92	0.88	0.88	0.92	0.92	0.92	0.92	0.91	0.91
Lanes:	1.00	0.80	0.20	1.00	0.37	0.63	1.00	1.92	0.08	1.00	1.85	0.15
Final Sat.:	1753	1423	365	1753	619	1053	1753	3346	138	1753	3210	256
Capacity Analysis Module:												
Vol/Sat:	0.05	0.04	0.04	0.06	0.09	0.09	0.03	0.22	0.22	0.00	0.22	0.22
Crit Moves:	****				****		****				****	
Green/Cycle:	0.13	0.14	0.14	0.22	0.23	0.23	0.07	0.63	0.63	0.01	0.57	0.57
Volume/Cap:	0.39	0.27	0.27	0.27	0.39	0.39	0.39	0.34	0.34	0.34	0.39	0.39
Uniform Del:	39.8	38.7	38.7	32.1	32.6	32.6	44.7	8.6	8.6	49.4	11.7	11.7
IncremntDel:	1.1	0.6	0.6	0.4	0.7	0.7	2.1	0.1	0.1	16.3	0.1	0.1
InitQueuDel:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Delay/Veh:	40.9	39.3	39.3	32.5	33.2	33.2	46.9	8.7	8.7	65.8	11.9	11.9
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	40.9	39.3	39.3	32.5	33.2	33.2	46.9	8.7	8.7	65.8	11.9	11.9
LOS by Move:	D	D	D	C-	C-	C-	D	A	A	E	B+	B+
HCM2k95thQ:	6	4	4	6	8	8	4	11	11	1	13	13

Note: Queue reported is the number of cars per lane.

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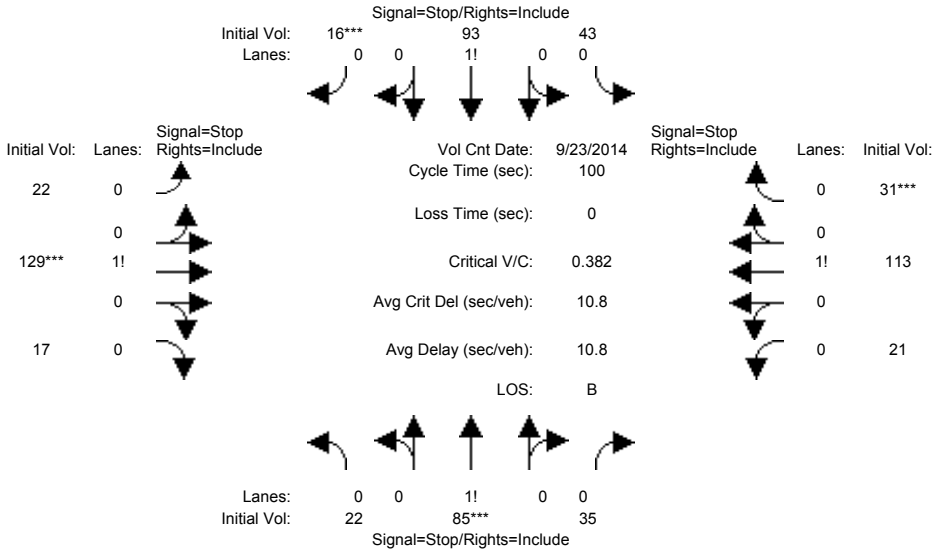
Level Of Service Computation Report
2000 HCM 4-Way Stop (Future Volume Alternative)
Existing Plus Project AM

Intersection #7: Parker Ave / Eaton Ave




```
Street Name:            Parker Ave                          Eaton Ave
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Min. Green:     0    0     0     0    0     0     0    0     0     0    0     0
------------|---------------||---------------||---------------||---------------|
Volume Module: >> Count Date: 23 Sep 2014 << 7:30 am to 8:30 am
Base Vol:      16   85    35    43   93    14    22  129    16    21  112    31
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:   16   85    35    43   93    14    22  129    16    21  112    31
Added Vol:      6    0     0     0    0     2     0    0     1     0    1     0
PasserByVol:    0    0     0     0    0     0     0    0     0     0    0     0
Initial Fut:   22   85    35    43   93    16    22  129    17    21  113    31
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     0.74 0.74  0.74  0.80 0.80  0.80  0.68 0.68  0.68  0.73 0.73  0.73
PHF Volume:    30  115    47    54  116    20    32  190    25    29  155    42
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
Reduced Vol:   30  115    47    54  116    20    32  190    25    29  155    42
PCE Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
MLF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
FinalVolume:   30  115    47    54  116    20    32  190    25    29  155    42
------------|---------------||---------------||---------------||---------------|
Saturation Flow Module:
Adjustment:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Lanes:       0.15 0.60  0.25  0.28 0.61  0.11  0.13 0.77  0.10  0.13 0.68  0.19
Final Sat.:    97  373   154   173  374    64    85  496    65    82  442   121
------------|---------------||---------------||---------------||---------------|
Capacity Analysis Module:
Vol/Sat:     0.31 0.31  0.31  0.31 0.31  0.31  0.38 0.38  0.38  0.35 0.35  0.35
Crit Moves:       ****                    ****       ****                    ****
Delay/Veh:   10.4 10.4  10.4  10.6 10.6  10.6  11.2 11.2  11.2  10.8 10.8  10.8
Delay Adj:   1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
AdjDel/Veh:  10.4 10.4  10.4  10.6 10.6  10.6  11.2 11.2  11.2  10.8 10.8  10.8
LOS by Move:    B    B     B     B    B     B     B    B     B     B    B     B
ApproachDel:      10.4             10.6             11.2             10.8
Delay Adj:        1.00             1.00             1.00             1.00
ApprAdjDel:       10.4             10.6             11.2             10.8
LOS by Appr:         B                B                B                B
AllWayAvgQ:   0.4  0.4   0.4   0.4  0.4   0.4   0.5  0.5   0.5   0.5  0.5   0.5
Note: Queue reported is the number of cars per lane.
                Peak Hour Volume Signal Warrant Report [Urban]
*******************************************************************************
Intersection #7 Parker Ave / Eaton Ave
```

```
*******************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign        Stop Sign        Stop Sign
Lanes:        0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0
Initial Vol:   22   85    35    43   93    16    22  129    17    21  113    31
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             333
Minor Approach Volume:           152
Minor Approach Volume Threshold: 513
-------------------------------------------------------------------------------
```

SIGNAL WARRANT DISCLAIMER

This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

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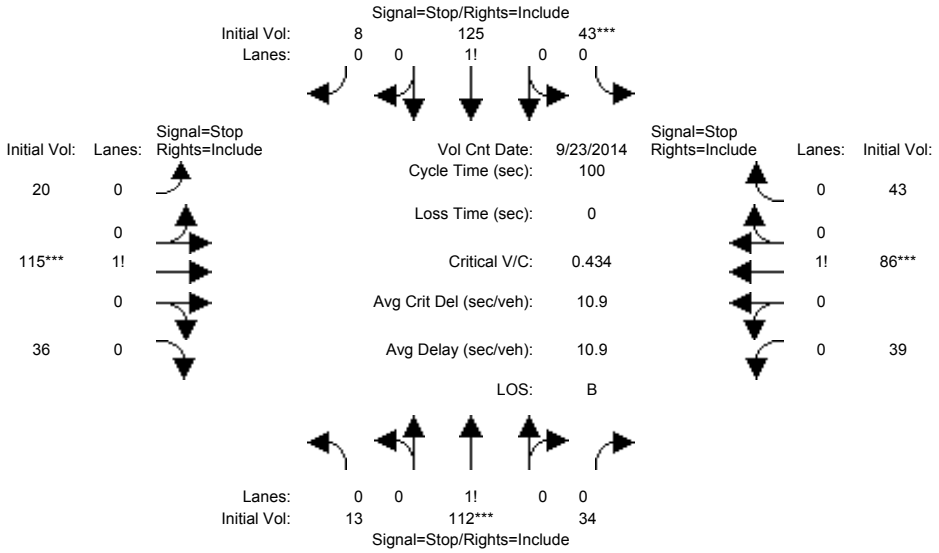
Level Of Service Computation Report
2000 HCM 4-Way Stop (Future Volume Alternative)
Existing Plus Project PM

Intersection #7: Parker Ave / Eaton Ave




```
Street Name:            Parker Ave                          Eaton Ave
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Min. Green:     0    0     0     0    0     0     0    0     0     0    0     0
------------|---------------||---------------||---------------||---------------|
Volume Module: >> Count Date: 23 Sep 2014 << 4:30 pm to 5:30 pm
Base Vol:      10  112    34    43  124     7    18  114    29    39   85    43
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:   10  112    34    43  124     7    18  114    29    39   85    43
Added Vol:      3    0     0     0    1     1     2    1     7     0    1     0
PasserByVol:    0    0     0     0    0     0     0    0     0     0    0     0
Initial Fut:   13  112    34    43  125     8    20  115    36    39   86    43
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     0.98 0.98  0.98  0.81 0.81  0.81  0.94 0.94  0.94  0.58 0.58  0.58
PHF Volume:    13  114    35    53  154    10    21  122    38    67  148    74
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
Reduced Vol:   13  114    35    53  154    10    21  122    38    67  148    74
PCE Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
MLF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
FinalVolume:   13  114    35    53  154    10    21  122    38    67  148    74
------------|---------------||---------------||---------------||---------------|
Saturation Flow Module:
Adjustment:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Lanes:       0.08 0.71  0.21  0.24 0.71  0.05  0.12 0.67  0.21  0.23 0.51  0.26
Final Sat.:    50  434   132   152  441    28    74  428   134   155  342   171
------------|---------------||---------------||---------------||---------------|
Capacity Analysis Module:
Vol/Sat:     0.26 0.26  0.26  0.35 0.35  0.35  0.29 0.29  0.29  0.43 0.43  0.43
Crit Moves:        ****        ****                   ****             ****
Delay/Veh:   10.1 10.1  10.1  11.0 11.0  11.0  10.2 10.2  10.2  11.6 11.6  11.6
Delay Adj:   1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
AdjDel/Veh:  10.1 10.1  10.1  11.0 11.0  11.0  10.2 10.2  10.2  11.6 11.6  11.6
LOS by Move:    B    B     B     B    B     B     B    B     B     B    B     B
ApproachDel:      10.1             11.0             10.2             11.6
Delay Adj:        1.00             1.00             1.00             1.00
ApprAdjDel:       10.1             11.0             10.2             11.6
LOS by Appr:         B                B                B                B
AllWayAvgQ:   0.3  0.3   0.3   0.4  0.4   0.4   0.3  0.3   0.3   0.7  0.7   0.7
Note: Queue reported is the number of cars per lane.
                Peak Hour Volume Signal Warrant Report [Urban]
*******************************************************************************
Intersection #7 Parker Ave / Eaton Ave
```

```
*******************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign        Stop Sign        Stop Sign
Lanes:        0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0
Initial Vol:   13  112    34    43  125     8    20  115    36    39   86    43
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             339
Minor Approach Volume:           176
Minor Approach Volume Threshold: 508
-------------------------------------------------------------------------------
```

SIGNAL WARRANT DISCLAIMER

This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace a rigorous and complete traffic signal warrant analysis by the responsible jurisdiction. Consideration of the other signal warrants, which is beyond the scope of this software, may yield different results.

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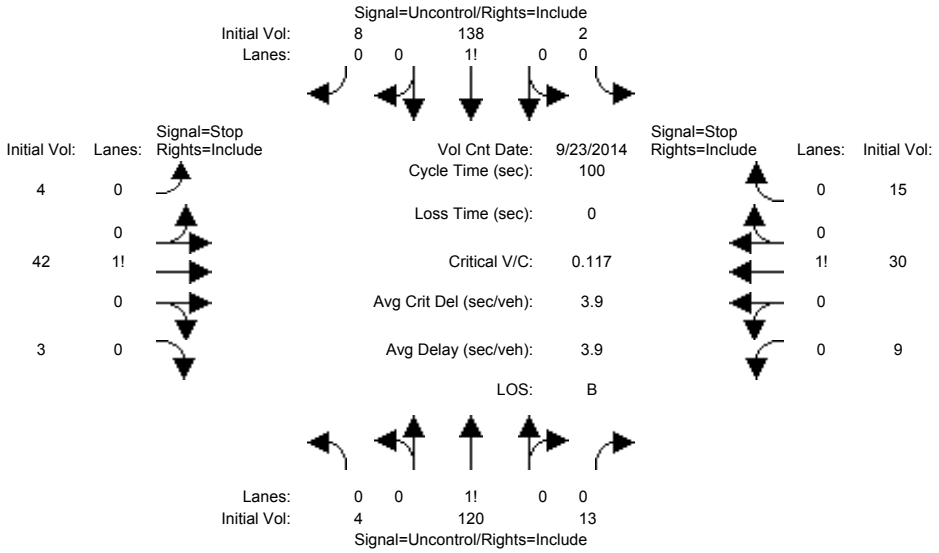
Level Of Service Computation Report
2000 HCM Unsignalized (Future Volume Alternative)
Existing Plus Project AM

Intersection #8: Parker Ave / W Beverly Pl




```
Street Name:            Parker Ave                          W Beverly Pl
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Volume Module: >> Count Date: 23 Sep 2014 << 7:30 am to 8:30 am
Base Vol:       4  120    13     2  136     7     4   42     3     9   30    15
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:    4  120    13     2  136     7     4   42     3     9   30    15
Added Vol:      0    0     0     0    2     1     0    0     0     0    0     0
PasserByVol:    0    0     0     0    0     0     0    0     0     0    0     0
Initial Fut:    4  120    13     2  138     8     4   42     3     9   30    15
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     0.76 0.76  0.76  0.81 0.81  0.81  0.64 0.64  0.64  0.59 0.59  0.59
PHF Volume:     5  158    17     2  170    10     6   66     5    15   51    25
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
FinalVolume:    5  158    17     2  170    10     6   66     5    15   51    25
------------|---------------||---------------||---------------||---------------|
Critical Gap Module:
Critical Gp:  4.1 xxxx xxxxx   4.1 xxxx xxxxx   7.1  6.5   6.2   7.1  6.5   6.2
FollowUpTim:  2.2 xxxx xxxxx   2.2 xxxx xxxxx   3.5  4.0   3.3   3.5  4.0   3.3
------------|---------------||---------------||---------------||---------------|
Capacity Module:
Cnflict Vol:  180 xxxx xxxxx   175 xxxx xxxxx   395  366   175   392  362   166
Potent Cap.: 1407 xxxx xxxxx  1414 xxxx xxxxx   568  566   873   571  568   883
Move Cap.:   1407 xxxx xxxxx  1414 xxxx xxxxx   512  563   873   515  565   883
Volume/Cap:  0.00 xxxx  xxxx  0.00 xxxx  xxxx  0.01 0.12  0.01  0.03 0.09  0.03
------------|---------------||---------------||---------------||---------------|
Level Of Service Module:
2Way95thQ:    0.0 xxxx xxxxx   0.0 xxxx xxxxx  xxxx xxxx xxxxx  xxxx xxxx xxxxx
Control Del:  7.6 xxxx xxxxx   7.6 xxxx xxxxx xxxxx xxxx xxxxx xxxxx xxxx xxxxx
LOS by Move:    A    *     *     A    *     *     *    *     *     *    *     *
Movement:     LT - LTR - RT    LT - LTR - RT    LT - LTR - RT    LT - LTR - RT
Shared Cap.: xxxx xxxx xxxxx  xxxx xxxx xxxxx  xxxx  570 xxxxx  xxxx  617 xxxxx
SharedQueue:xxxxx xxxx xxxxx xxxxx xxxx xxxxx xxxxx  0.5 xxxxx xxxxx  0.5 xxxxx
Shrd ConDel:xxxxx xxxx xxxxx xxxxx xxxx xxxxx xxxxx 12.3 xxxxx xxxxx 11.8 xxxxx
Shared LOS:     *    *     *     *    *     *     *    B     *     *    B     *
ApproachDel:    xxxxxx           xxxxxx             12.3             11.8
ApproachLOS:         *                *               B                B
Note: Queue reported is the number of cars per lane.
                    Peak Hour Delay Signal Warrant Report
*******************************************************************************
Intersection #8 Parker Ave / W Beverly Pl
*******************************************************************************
```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```
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:       Uncontrolled     Uncontrolled      Stop Sign        Stop Sign
Lanes:        0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0
Initial Vol:    4  120    13     2  138     8     4   42     3     9   30    15
ApproachDel:    xxxxxx           xxxxxx             12.3             11.8
------------|---------------||---------------||---------------||---------------|
Approach[eastbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=0.2]
   FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=49]
   FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=4][total volume=388]
   FAIL - Total volume less than 650 for intersection
          with less than four approaches.
-------------------------------------------------------------------------------
Approach[westbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=0.2]
   FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=54]
   FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=4][total volume=388]
   FAIL - Total volume less than 650 for intersection
          with less than four approaches.
-------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
                Peak Hour Volume Signal Warrant Report [Urban]
*******************************************************************************
Intersection #8 Parker Ave / W Beverly Pl
*******************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:       Uncontrolled     Uncontrolled      Stop Sign        Stop Sign
Lanes:        0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0
Initial Vol:    4  120    13     2  138     8     4   42     3     9   30    15
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             285
Minor Approach Volume:           54
Minor Approach Volume Threshold: 554
-------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
```


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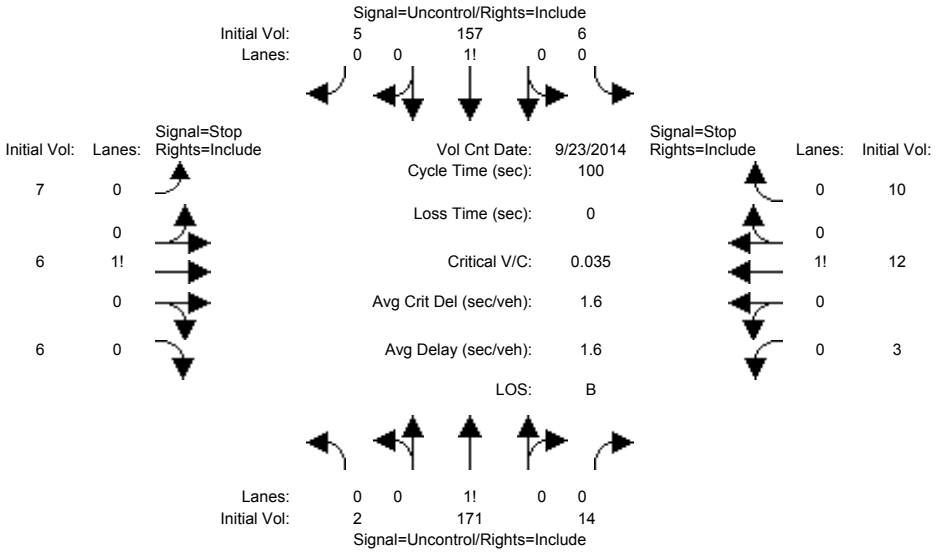
Level Of Service Computation Report
2000 HCM Unsignalized (Future Volume Alternative)
Existing Plus Project PM

Intersection #8: Parker Ave / W Beverly Pl




```
Street Name:            Parker Ave                          W Beverly Pl
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Volume Module: >> Count Date: 23 Sep 2014 << 4:45 pm to 5:45 pm
Base Vol:       2  169    14     6  156     5     6    6     5     3   12    10
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:    2  169    14     6  156     5     6    6     5     3   12    10
Added Vol:      0    2     0     0    1     0     1    0     1     0    0     0
PasserByVol:    0    0     0     0    0     0     0    0     0     0    0     0
Initial Fut:    2  171    14     6  157     5     7    6     6     3   12    10
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     0.75 0.75  0.75  0.79 0.79  0.79  0.61 0.61  0.61  0.69 0.69  0.69
PHF Volume:     3  228    19     8  199     6    11   10    10     4   17    14
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
FinalVolume:    3  228    19     8  199     6    11   10    10     4   17    14
------------|---------------||---------------||---------------||---------------|
Critical Gap Module:
Critical Gp:  4.1 xxxx xxxxx   4.1 xxxx xxxxx   7.1  6.5   6.2   7.1  6.5   6.2
FollowUpTim:  2.2 xxxx xxxxx   2.2 xxxx xxxxx   3.5  4.0   3.3   3.5  4.0   3.3
------------|---------------||---------------||---------------||---------------|
Capacity Module:
Cnflict Vol:  205 xxxx xxxxx   247 xxxx xxxxx   476  469   202   470  463   237
Potent Cap.: 1378 xxxx xxxxx  1331 xxxx xxxxx   503  495   844   507  499   807
Move Cap.:   1378 xxxx xxxxx  1331 xxxx xxxxx   478  491   844   491  495   807
Volume/Cap:  0.00 xxxx  xxxx  0.01 xxxx  xxxx  0.02 0.02  0.01  0.01 0.04  0.02
------------|---------------||---------------||---------------||---------------|
Level Of Service Module:
2Way95thQ:    0.0 xxxx xxxxx   0.0 xxxx xxxxx  xxxx xxxx xxxxx  xxxx xxxx xxxxx
Control Del:  7.6 xxxx xxxxx   7.7 xxxx xxxxx xxxxx xxxx xxxxx xxxxx xxxx xxxxx
LOS by Move:    A    *     *     A    *     *     *    *     *     *    *     *
Movement:     LT - LTR - RT    LT - LTR - RT    LT - LTR - RT    LT - LTR - RT
Shared Cap.: xxxx xxxx xxxxx  xxxx xxxx xxxxx  xxxx  559 xxxxx  xxxx  585 xxxxx
SharedQueue:xxxxx xxxx xxxxx xxxxx xxxx xxxxx xxxxx  0.2 xxxxx xxxxx  0.2 xxxxx
Shrd ConDel:xxxxx xxxx xxxxx xxxxx xxxx xxxxx xxxxx 11.8 xxxxx xxxxx 11.6 xxxxx
Shared LOS:     *    *     *     *    *     *     *    B     *     *    B     *
ApproachDel:    xxxxxx           xxxxxx             11.8             11.6
ApproachLOS:         *                *               B                B
Note: Queue reported is the number of cars per lane.
                    Peak Hour Delay Signal Warrant Report
*******************************************************************************
Intersection #8 Parker Ave / W Beverly Pl
*******************************************************************************
```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```
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:       Uncontrolled     Uncontrolled      Stop Sign        Stop Sign
Lanes:        0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0
Initial Vol:    2  171    14     6  157     5     7    6     6     3   12    10
ApproachDel:    xxxxxx           xxxxxx             11.8             11.6
------------|---------------||---------------||---------------||---------------|
Approach[eastbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=0.1]
   FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=19]
   FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=4][total volume=399]
   FAIL - Total volume less than 650 for intersection
          with less than four approaches.
-------------------------------------------------------------------------------
Approach[westbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=0.1]
   FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=25]
   FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=4][total volume=399]
   FAIL - Total volume less than 650 for intersection
          with less than four approaches.
-------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
               Peak Hour Volume Signal Warrant Report [Urban]
*******************************************************************************
Intersection #8 Parker Ave / W Beverly Pl
*******************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:       Uncontrolled     Uncontrolled      Stop Sign        Stop Sign
Lanes:        0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0
Initial Vol:    2  171    14     6  157     5     7    6     6     3   12    10
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             355
Minor Approach Volume:           25
Minor Approach Volume Threshold: 496
-------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
```


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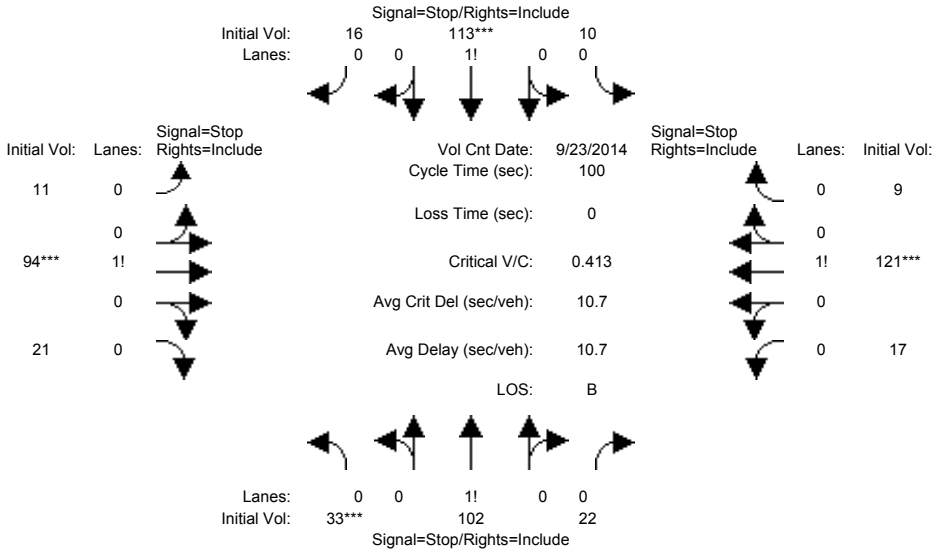
Level Of Service Computation Report
2000 HCM 4-Way Stop (Future Volume Alternative)
Existing Plus Project AM

Intersection #9: Parker Ave / W Lowell Ave




```
Street Name:            Parker Ave                      W Lowell Ave
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Min. Green:     0    0     0     0    0     0     0    0     0     0    0     0
------------|---------------||---------------||---------------||---------------|
Volume Module: >> Count Date: 23 Sep 2014 << 7:30 am to 8:30 am
Base Vol:      33  102    22    10  112    15    11   94    21    16  121     9
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:   33  102    22    10  112    15    11   94    21    16  121     9
Added Vol:      0    0     0     0    1     1     0    0     0     1    0     0
PasserByVol:    0    0     0     0    0     0     0    0     0     0    0     0
Initial Fut:   33  102    22    10  113    16    11   94    21    17  121     9
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     0.74 0.74  0.74  0.82 0.82  0.82  0.75 0.75  0.75  0.54 0.54  0.54
PHF Volume:    45  138    30    12  138    20    15  125    28    31  224    17
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
Reduced Vol:   45  138    30    12  138    20    15  125    28    31  224    17
PCE Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
MLF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
FinalVolume:   45  138    30    12  138    20    15  125    28    31  224    17
------------|---------------||---------------||---------------||---------------|
Saturation Flow Module:
Adjustment:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Lanes:       0.21 0.65  0.14  0.07 0.81  0.12  0.09 0.74  0.17  0.12 0.82  0.06
Final Sat.:   134  414    89    45  508    72    56  475   106    76  543    40
------------|---------------||---------------||---------------||---------------|
Capacity Analysis Module:
Vol/Sat:     0.33 0.33  0.33  0.27 0.27  0.27  0.26 0.26  0.26  0.41 0.41  0.41
Crit Moves:  ****                 ****             ****             ****
Delay/Veh:   10.6 10.6  10.6  10.1 10.1  10.1   9.9  9.9   9.9  11.5 11.5  11.5
Delay Adj:   1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
AdjDel/Veh:  10.6 10.6  10.6  10.1 10.1  10.1   9.9  9.9   9.9  11.5 11.5  11.5
LOS by Move:    B    B     B     B    B     B     A    A     A     B    B     B
ApproachDel:      10.6             10.1              9.9             11.5
Delay Adj:        1.00             1.00             1.00             1.00
ApprAdjDel:       10.6             10.1              9.9             11.5
LOS by Appr:         B                B                A                B
AllWayAvgQ:   0.4  0.4   0.4   0.3  0.3   0.3   0.3  0.3   0.3   0.6  0.6   0.6
Note: Queue reported is the number of cars per lane.
                Peak Hour Volume Signal Warrant Report [Urban]
*******************************************************************************
Intersection #9 Parker Ave / W Lowell Ave
```

```
*******************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign        Stop Sign        Stop Sign
Lanes:        0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0
Initial Vol:   33  102    22    10  113    16    11   94    21    17  121     9
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             296
Minor Approach Volume:           147
Minor Approach Volume Threshold: 544
-------------------------------------------------------------------------------
```

SIGNAL WARRANT DISCLAIMER

This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace a rigorous and complete traffic signal warrant analysis by the responsible jurisdiction. Consideration of the other signal warrants, which is beyond the scope of this software, may yield different results.

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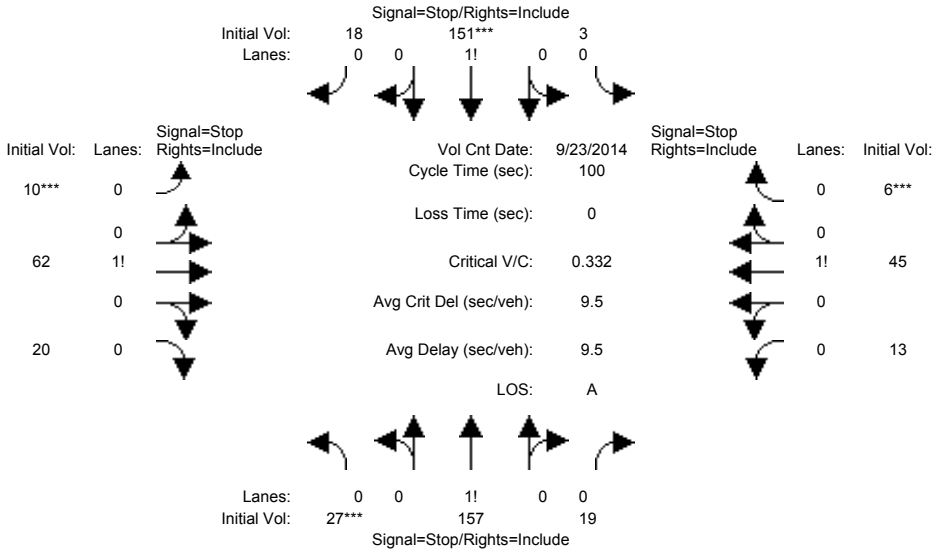
Level Of Service Computation Report
2000 HCM 4-Way Stop (Future Volume Alternative)
Existing Plus Project PM

Intersection #9: Parker Ave / W Lowell Ave




```
Street Name:            Parker Ave                          W Lowell Ave
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Min. Green:     0    0     0     0    0     0     0    0     0     0    0     0
------------|---------------||---------------||---------------||---------------|
Volume Module: >> Count Date: 23 Sep 2014 << 5:00 pm to 6:00 pm
Base Vol:      27  156    17     3  151    18     9   62    20    12   45     6
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:   27  156    17     3  151    18     9   62    20    12   45     6
Added Vol:      0    1     2     0    0     0     1    0     0     1    0     0
PasserByVol:    0    0     0     0    0     0     0    0     0     0    0     0
Initial Fut:   27  157    19     3  151    18    10   62    20    13   45     6
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     0.83 0.83  0.83  0.83 0.83  0.83  0.88 0.88  0.88  0.58 0.58  0.58
PHF Volume:    33  189    23     4  182    22    11   70    23    22   78    10
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
Reduced Vol:   33  189    23     4  182    22    11   70    23    22   78    10
PCE Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
MLF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
FinalVolume:   33  189    23     4  182    22    11   70    23    22   78    10
------------|---------------||---------------||---------------||---------------|
Saturation Flow Module:
Adjustment:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Lanes:       0.13 0.78  0.09  0.02 0.88  0.10  0.11 0.67  0.22  0.20 0.71  0.09
Final Sat.:    98  569    69    13  641    76    72  444   143   132  457    61
------------|---------------||---------------||---------------||---------------|
Capacity Analysis Module:
Vol/Sat:     0.33 0.33  0.33  0.28 0.28  0.28  0.16 0.16  0.16  0.17 0.17  0.17
Crit Moves:  ****                 ****        ****                        ****
Delay/Veh:    9.9  9.9   9.9   9.5  9.5   9.5   8.9  8.9   8.9   9.1  9.1   9.1
Delay Adj:   1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
AdjDel/Veh:   9.9  9.9   9.9   9.5  9.5   9.5   8.9  8.9   8.9   9.1  9.1   9.1
LOS by Move:    A    A     A     A    A     A     A    A     A     A    A     A
ApproachDel:       9.9              9.5              8.9              9.1
Delay Adj:        1.00             1.00             1.00             1.00
ApprAdjDel:        9.9              9.5              8.9              9.1
LOS by Appr:         A                A                A                A
AllWayAvgQ:   0.4  0.4   0.4   0.4  0.4   0.4   0.2  0.2   0.2   0.2  0.2   0.2
Note: Queue reported is the number of cars per lane.
                Peak Hour Volume Signal Warrant Report [Urban]
*******************************************************************************
Intersection #9 Parker Ave / W Lowell Ave
```

```
*******************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign        Stop Sign        Stop Sign
Lanes:        0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0    0  0  1! 0  0
Initial Vol:   27  157    19     3  151    18    10   62    20    13   45     6
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             375
Minor Approach Volume:           92
Minor Approach Volume Threshold: 481
-------------------------------------------------------------------------------
```

SIGNAL WARRANT DISCLAIMER

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Environmental Noise Assessment

Sutter Medical Office Building

City of Tracy, California

Job # 2014-223

Prepared For:

De Novo Planning Group

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Prepared By:

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Luke Saxelby, INCE Bd. Cert.
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December 19, 2014

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TABLE OF CONTENTS

INTRODUCTION **1**
ENVIRONMENTAL SETTING **2**
Background Information on Noise *3*
Fundamentals of Acoustics 3
Effects of Noise on People 5
EXISTING CONDITIONS **6**
Existing Noise Receptors 6
Existing Ambient Noise Levels 6
Existing Roadway Noise Levels 9
REGULATORY CONTEXT **11**
City of Tracy General Plan Noise Element *11*
City of Tracy Municipal Code *14*
PROJECT-GENERATED NOISE **16**
Construction Noise *16*
Traffic Noise at Sensitive Receptors *18*
Parking Lot Noise Generation *20*
Mechanical Equipment Noise *22*

List of Tables

Table 1: Typical Noise Levels 4
Table 2: Summary of Existing Background Noise Measurement Data 8
Table 3: Existing Noise Levels and Distances to Contours 10
Table 4: Construction Equipment Noise 16
Table 5: Predicted Traffic Noise Levels and Project-Related Traffic Noise Level Increases (Existing Traffic Conditions) 19

List of Figures

Figure 1 – Project Site Plan 2
Figure 2 – Project Site and Noise Measurement Locations 7
Figure 3 – City of Tracy Community Noise Exposure Guidelines 12

List of Appendices

A Acoustical Terminology
B Ambient Noise Monitoring Results
C Traffic Noise Modeling Inputs and Results
D Noise Barrier Inputs and Results

INTRODUCTION

The purpose of this analysis is to determine if the proposed Sutter Medical Office Building project would result in a significant noise impact to sensitive receptors located around the project site.

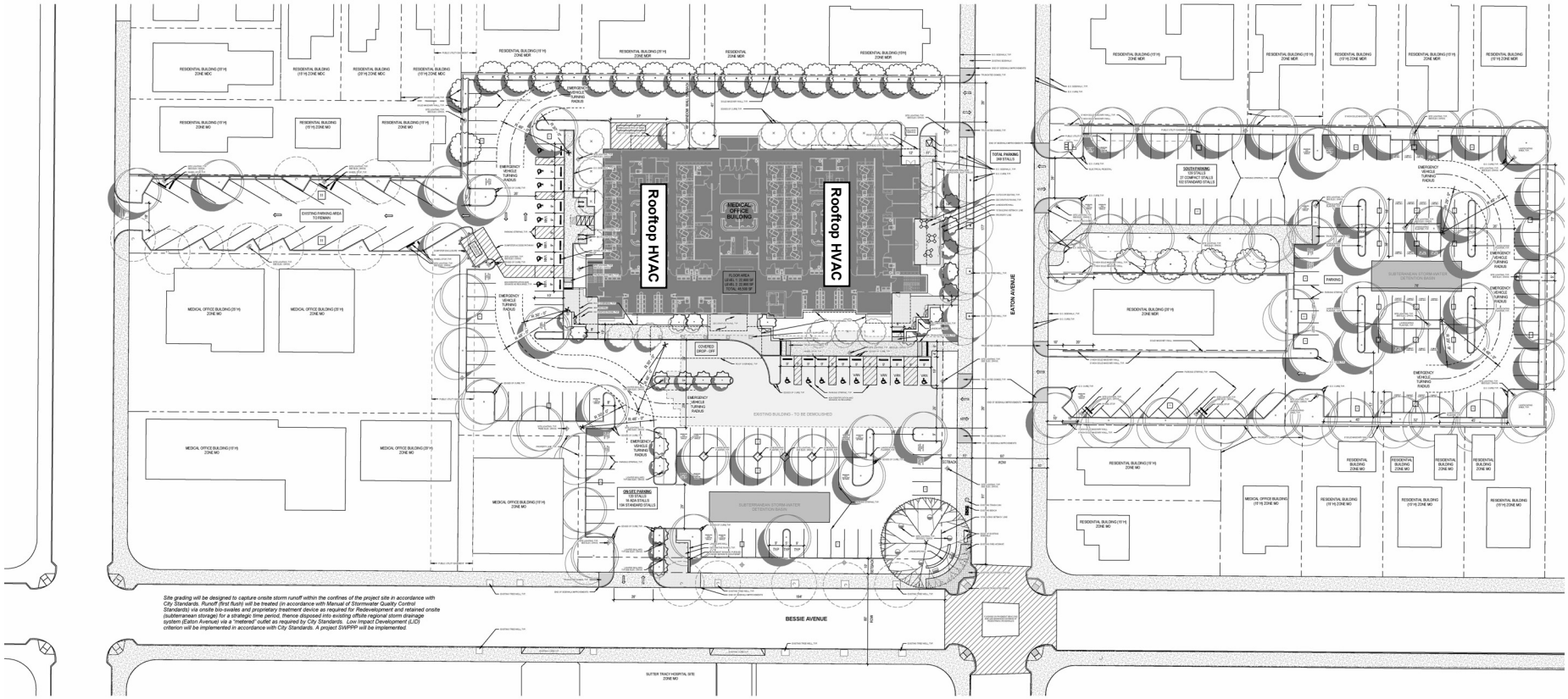
Specifically, the following thresholds of significance were used:

- Traffic noise levels exceeding 60 dB L_{dn} where existing noise levels are less than 60 dB L_{dn} at residential uses;
- Increased traffic noise levels of 5 dB where existing noise levels are less than 60 dB L_{dn} at residential uses;
- Increased traffic noise levels of 3 dB where existing noise levels exceed 60 dB L_{dn} at residential uses;
- Project-generated noise levels exceeding 60 dB L_{dn} at residential uses; and
- Project-generated noise levels exceeding 55 dBA L_{eq} at residential uses.

The proposed project is located at 445 W. Eaton Avenue with a surface parking lot to be located at 418, 424, 432, and 434 W. Eaton Avenue in the City of Tracy, California.

The project includes the demolition of a three-story 25,000 square foot medical office building and residential buildings and construction of a two-story, 45,500 square foot medical office building and associated parking areas onsite and offsite. The project site is Zoned Medical Office and designated Office in the General Plan. The site is surrounded on two sides by the Medium Density Residential zone (with existing residences). Surrounding land uses include a mix of residential and medical office uses.

Figure 1 shows the project site plan.



Tracy Medical Office Building

Figure: 1 Medical Office Building Site Plan

j.c. brennan & associates
consultants in acoustics

Figure Prepared: January 2015

ENVIRONMENTAL SETTING

Background Information on Noise

Fundamentals of Acoustics

Acoustics is the science of sound. Sound may be thought of as mechanical energy of a vibrating object transmitted by pressure waves through a medium to human (or animal) ears. If the pressure variations occur frequently enough (at least 20 times per second), then they can be heard and are called sound. The number of pressure variations per second is called the frequency of sound, and is expressed as cycles per second or Hertz (Hz).

Noise is a subjective reaction to different types of sounds. Noise is typically defined as (airborne) sound that is loud, unpleasant, unexpected or undesired, and may therefore be classified as a more specific group of sounds. Perceptions of sound and noise are highly subjective from person to person.

Measuring sound directly in terms of pressure would require a very large and awkward range of numbers. To avoid this, the decibel scale was devised. The decibel scale uses the hearing threshold (20 micropascals), as a point of reference, defined as 0 dB. Other sound pressures are then compared to this reference pressure, and the logarithm is taken to keep the numbers in a practical range. The decibel scale allows a million-fold increase in pressure to be expressed as 120 dB, and changes in levels (dB) correspond closely to human perception of relative loudness.

The perceived loudness of sounds is dependent upon many factors, including sound pressure level and frequency content. However, within the usual range of environmental noise levels, perception of loudness is relatively predictable, and can be approximated by A-weighted sound levels. There is a strong correlation between A-weighted sound levels (expressed as dBA) and the way the human ear perceives sound. For this reason, the A-weighted sound level has become the standard tool of environmental noise assessment. All noise levels reported in this section are in terms of A-weighted levels, but are expressed as dB, unless otherwise noted.

The decibel scale is logarithmic, not linear. In other words, two sound levels 10 dB apart differ in acoustic energy by a factor of 10. When the standard logarithmic decibel is A-weighted, an increase of 10 dBA is generally perceived as a doubling in loudness. For example, a 70 dBA sound is half as loud as an 80 dBA sound, and twice as loud as a 60 dBA sound.

Community noise is commonly described in terms of the ambient noise level, which is defined as the all-encompassing noise level associated with a given environment. A common statistical tool to measure the ambient noise level is the average, or equivalent, sound level (L_{eq}), which corresponds to a steady-state A weighted sound level containing the same total energy as a time varying signal over a given time period (usually one hour). The L_{eq} is the foundation of the composite noise descriptor, L_{dn}, and shows very good correlation with community response to noise.

The day/night average level (L_{dn}) is based upon the average noise level over a 24-hour day, with a +10 decibel weighing applied to noise occurring during nighttime (10:00 p.m. to 7:00 a.m.) hours. The nighttime penalty is based upon the assumption that people react to nighttime noise exposures as though they were twice as loud as daytime exposures.

Table 1 lists several examples of the noise levels associated with common situations. Appendix A provides a summary of acoustical terms used in this report.

TABLE 1: TYPICAL NOISE LEVELS

Common Outdoor Activities	Noise Level (dBA)	Common Indoor Activities
	--110--	Rock Band
Jet Fly-over at 300 m (1,000 ft)	--100--	
Gas Lawn Mower at 1 m (3 ft)	--90--	
Diesel Truck at 15 m (50 ft), at 80 km/hr (50 mph)	--80--	Food Blender at 1 m (3 ft) Garbage Disposal at 1 m (3 ft)
Noisy Urban Area, Daytime Gas Lawn Mower, 30 m (100 ft)	--70--	Vacuum Cleaner at 3 m (10 ft)
Commercial Area Heavy Traffic at 90 m (300 ft)	--60--	Normal Speech at 1 m (3 ft)
Quiet Urban Daytime	--50--	Large Business Office Dishwasher in Next Room
Quiet Urban Nighttime	--40--	Theater, Large Conference Room (Background)
Quiet Suburban Nighttime	--30--	Library
Quiet Rural Nighttime	--20--	Bedroom at Night, Concert Hall (Background)
	--10--	Broadcast/Recording Studio
Lowest Threshold of Human Hearing	--0--	Lowest Threshold of Human Hearing

Source: Caltrans, Technical Noise Supplement, Traffic Noise Analysis Protocol. November 2009.

Effects of Noise on People

The effects of noise on people can be placed in three categories:

- Subjective effects of annoyance, nuisance, and dissatisfaction
- Interference with activities such as speech, sleep, and learning
- Physiological effects such as hearing loss or sudden startling

Environmental noise typically produces effects in the first two categories. Workers in industrial plants can experience noise in the last category. There is no completely satisfactory way to measure the subjective effects of noise or the corresponding reactions of annoyance and dissatisfaction. A wide variation in individual thresholds of annoyance exists and different tolerances to noise tend to develop based on an individual's past experiences with noise.

Thus, an important way of predicting a human reaction to a new noise environment is the way it compares to the existing environment to which one has adapted: the so-called ambient noise level. In general, the more a new noise exceeds the previously existing ambient noise level, the less acceptable the new noise will be judged by those hearing it.

With regard to increases in A-weighted noise level, the following relationships occur:

- Except in carefully controlled laboratory experiments, a change of 1 dBA cannot be perceived;
- Outside of the laboratory, a 3 dBA change is considered a just-perceivable difference;
- A change in level of at least 5 dBA is required before any noticeable change in human response would be expected; and
- A 10 dBA change is subjectively heard as approximately a doubling in loudness, and can cause an adverse response.

Stationary point sources of noise – including stationary mobile sources such as idling vehicles – attenuate (lessen) at a rate of approximately 6 dB per doubling of distance from the source, depending on environmental conditions (i.e. atmospheric conditions and either vegetative or manufactured noise barriers, etc.). Widely distributed noises, such as a large industrial facility spread over many acres, or a street with moving vehicles, would typically attenuate at a lower rate.

EXISTING CONDITIONS

The existing noise environment on the project site is defined primarily by traffic on the local roadway network.

Existing Noise Receptors

Some land uses are considered more sensitive to ambient noise levels than others. Land uses often associated with sensitive receptors generally include residences, schools, libraries, hospitals, and passive recreational areas. Noise sensitive land uses are typically given special attention in order to achieve protection from excessive noise. Sensitivity is a function of noise exposure (in terms of both exposure duration and insulation from noise) and the types of activities involved.

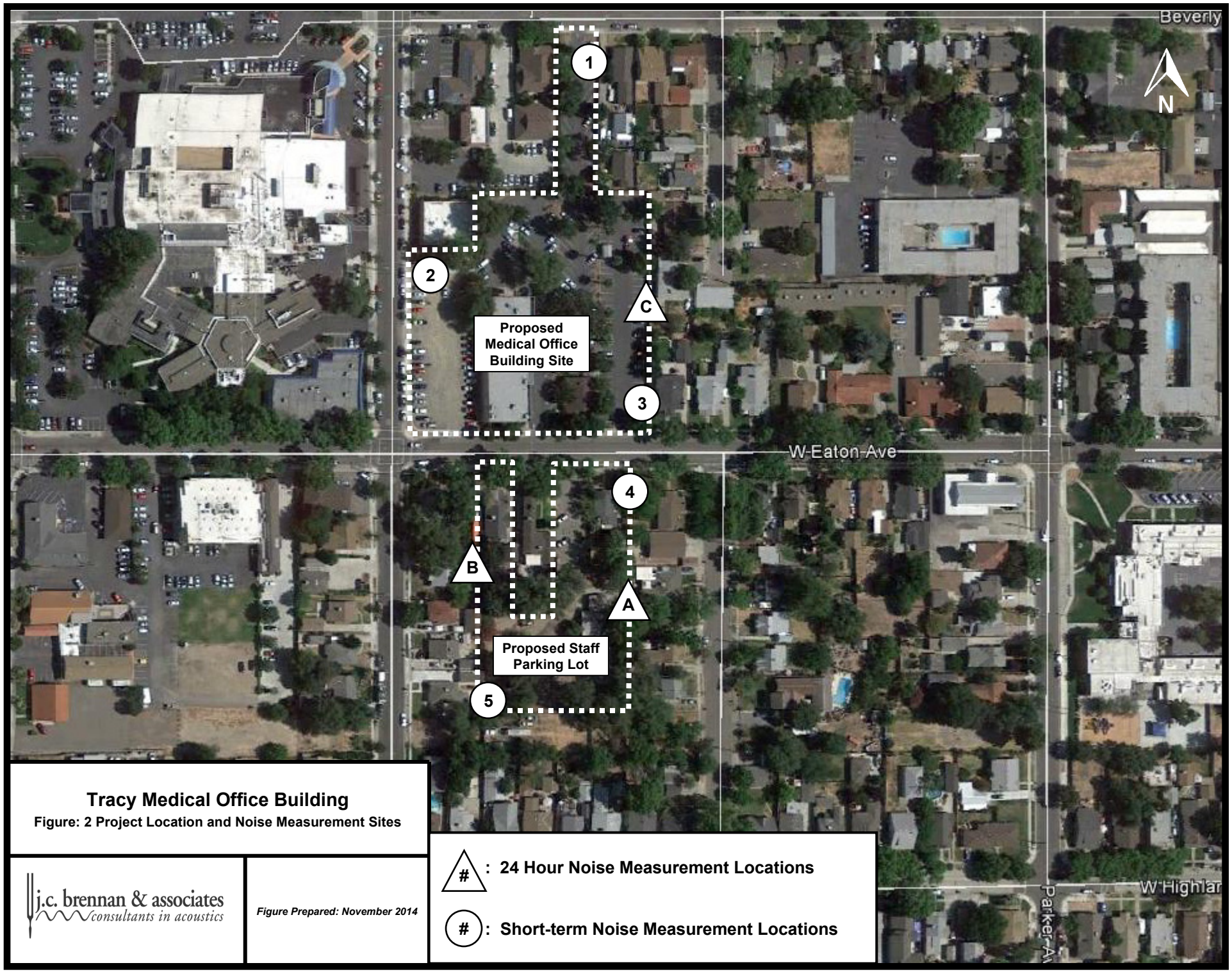
In the vicinity of the project site, sensitive land uses include existing single-family residential uses. These land uses could potentially experience noise impacts associated with project construction, daily operations, and/or increased traffic from project circulation.

Existing Ambient Noise Levels

To quantify the existing ambient noise environment in the project vicinity, four continuous 24-hour noise level measurements were conducted on project site, adjacent to the nearest sensitive receptors, on Monday November 3, 2014 and Tuesday November 4, 2014. The noise measurement locations are shown on Figure 2. The noise level measurement survey results are provided in Table 2. See Appendix B for the complete 24-hour noise measurement results.

The sound level meters were programmed to record the maximum, median, and average noise levels at each site during the survey. The maximum value, denoted L_{max}, represents the highest noise level measured. The average value, denoted L_{eq}, represents the energy average of all of the noise received by the sound level meter microphone during the monitoring period. The median value, denoted L_{50}, represents the sound level exceeded 50 percent of the time during the monitoring period.

Larson Davis Laboratories (LDL) Model 820 precision integrating sound level meters were used for the ambient noise level measurement survey. The meters were calibrated before and after use with an LDL Model CAL200 acoustical calibrator to ensure the accuracy of the measurements. The equipment used meets all pertinent specifications of the American National Standards Institute for Type 1 sound level meters (ANSI S1.4).



Tracy Medical Office Building

Figure: 2 Project Location and Noise Measurement Sites

j.c. brennan & associates
consultants in acoustics

Figure Prepared: November 2014

(#) : **24 Hour Noise Measurement Locations**

(#) : **Short-term Noise Measurement Locations**

TABLE 2: SUMMARY OF EXISTING BACKGROUND NOISE MEASUREMENT DATA

Site	Date	L_{dn}	Average[1] Measured Hourly Noise Levels					
			Daytime (7am-7 pm)			Nighttime (10pm-7am)		
			L_{eq}	L_{50}	L_{max}	L_{eq}	L_{50}	L_{max}
Continuous 24 hour noise level measurements								
LT-A	11/3/14-11/4/14	55	49	46	64	48	45	60
LT-B	11/3/14-11/4/14	54	50	48	68	46	44	61
LT-C	11/3/14-11/4/14	55	50	48	65	48	46	60
Short-Term Noise Level Measurements								
Site	Date	Time	Duration	L_{eq}	L_{max}	L_{10}	L_{50}	L_{90}
ST-1	11/4/14	3:30 p.m.	10 min	50	63	53	48	47
ST-2	11/4/14	3:42 p.m.	10 min	54	71	57	52	49
ST-3	11/4/14	3:57 p.m.	10 min	61	71	65	59	49
ST-4	11/4/14	4:16 p.m.	10 min	55	71	58	50	45
ST-5	11/4/14	4:39 p.m.	10 min	70	77	72	69	62

1. Average values reported are the average of the hourly measured values over the daytime or nighttime period.

Source: j.c. brennan & associates, Inc., 2014.

Existing Roadway Noise Levels

To predict noise levels due to traffic, the Federal Highway Administration Highway Traffic Noise Prediction Model (FHWA RD-77-108) was used. The model is used in conjunction with the Calveno reference noise emission curves, and accounts for vehicle volume and speed, roadway configuration, distance to the receiver, and the acoustical characteristics of the project site. The FHWA Model was developed to predict hourly L_{eq} values for free-flowing traffic conditions. To calculate L_{dn}, average daily traffic (ADT) volume data is adjusted based on the assumed day/night distribution of traffic on the project roadways.

Traffic volumes for existing conditions were obtained by TJKM Transportation Consultant (*Traffic Impact Study*, *Sutter Medical Office Building*, November 12, 2014) in the form of peak hour intersection movements. The peak hour traffic volumes were compiled into segment volumes and converted into daily traffic volumes using a factor of 10. Truck usage and vehicle speeds on the local area roadways were estimated from field observations.

Traffic noise levels are predicted at the sensitive receptors located at the closest typical setback distance along each project-area roadway segment. In some locations sensitive receptors may receive shielding from noise barriers and/or buildings, or may be located at distances which vary from the assumed calculation distance. However, the traffic noise analysis is believed to be representative of the majority of sensitive receptors located closest to the Project area roadway segments analyzed in this report.

Table 3 summarizes the modeled traffic noise levels at the nearest sensitive receptors along each roadway segment in the Project area. Appendix C provides the complete inputs and results of the FHWA traffic modeling.

TABLE 3: EXISTING NOISE LEVELS AND DISTANCES TO CONTOURS

Roadway	Segment	Exterior Noise Level, L_{dn}	Distance to Contours (feet)		
			70 dB	65 dB	60 dB
W. Lowell	West of Bessie	54.9	5	11	23
W. Lowell	Bessie to Parker	53.6	4	9	19
W. Lowell	East of Parker	52.6	3	7	16
W. Beverly	West of Bessie	46.8	1	3	7
W. Beverly	Bessie to Parker	46.6	1	3	6
W. Beverly	East of Parker	48.1	2	4	8
W. Eaton	West of S. Tracy	52.2	3	7	15
W. Eaton	S. Tracy to Bessie	55.7	6	12	26
W. Eaton	Bessie to Parker	55.2	5	11	24
W. Eaton	East of Parker	56.5	6	14	29
W 11th Street	West of Bessie	65.4	25	53	114
W 11th Street	Bessie to Parker	64.9	23	49	106
W 11th Street	East of Parker	64.7	22	48	103
Tracy	North of W. Eaton	63.3	18	39	83
Tracy	South of W. Eaton	63.3	18	38	82
Bessie	N. of W. Lowell	54.4	5	10	21
Bessie	W. Lowell to W. Beverly	54.1	4	9	20
Bessie	W. Beverly to W. Eaton	54.3	5	10	21
Bessie	W. Eaton to W 11th	53.2	4	8	17
Parker	N. of W. Lowell	56.4	6	13	29
Parker	W. Lowell to W. Beverly	56.5	6	13	29
Parker	W. Beverly to W. Eaton	56.4	6	13	29
Parker	W. Eaton to W 11th	56.4	6	13	29

Source: FHWA-RD-77-108 with inputs from Fehr & Peers and j.c. brennan & associates, Inc. 2014.

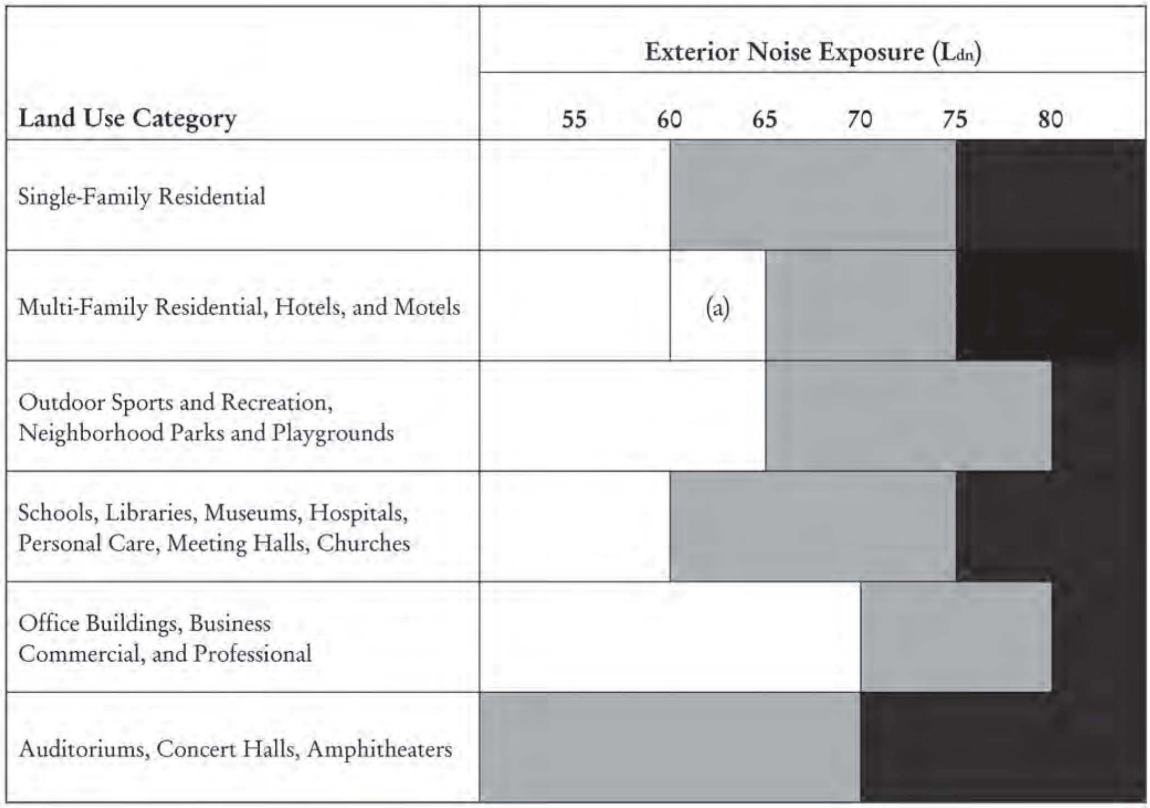
REGULATORY CONTEXT

City of Tracy General Plan Noise Element

The City General Plan includes the following goals, objectives, policies and actions regarding noise that are applicable to the proposed Project:

Goal N-1	A Citizenry protected from excessive noise.
Objective N-1.1	Ensure appropriate exterior and interior noise levels for new land uses.
Policy P1	Noise sensitive land uses shall not be located in areas with noise levels that exceed those considered normally acceptable for each land use unless measures can be implemented to reduce noise to acceptable levels.
Policy P2	Land uses shall require appropriate interior noise environments when located in areas adjacent to major noise generators.
Policy P8	Measures to attenuate exterior and/or interior noise levels to acceptable levels shall be incorporated into all development projects. Acceptable, conditionally acceptable and unacceptable noise levels are presented in Figure 9-3 [Figure 3 of this report].
Objective N-1.2	Control sources of excessive noise.
Policy P1	The City's Noise Ordinance, as revised from time to time, shall prohibit the generation of excessive noise.
Policy P2	Mitigation measures shall be required for new development projects that exceed the following criteria:

- Cause the L_{dn} at noise-sensitive uses to increase by 3 dB or more and exceed the "normally acceptable" level.
- Cause the L_{dn} at noise-sensitive uses to increase 5 dB or more and remain "normally acceptable."
- Cause new noise levels to exceed the city of Tracy Noise Ordinance limits.



(a) Residential development sites exposed to noise levels exceeding 60 Ldn shall be analyzed following protocols in Appendix Chapter 12, Section 1208A, Sound Transmission Control, California Building Code.

Normally Acceptable
Specified land use is satisfactory, based upon the assumption that any buildings involved are of normal conventional construction, without any special insulation requirements.

Conditionally Acceptable
Specified land use may be permitted only after detailed analysis of the noise reduction requirements and needed noise insulation features included in the design.

Unacceptable
New construction or development should generally not be undertaken because mitigation is usually not feasible to comply with noise element policies.

FIGURE 9-3

FIGURE 3 – CITY OF TRACY COMMUNITY NOISE EXPOSURE GUIDELINES

Policy P3 Pavement surfaces that reduce noise from roadways should be considered as paving or re-pavement opportunities arise.

Policy P4 All construction in the vicinity of noise sensitive land uses, such as residences, hospitals, or convalescent homes, shall be limited to daylight hours or 7:00 AM to 7:00 PM. In addition, the following construction noise control measures shall be include as requirements at construction sites to minimize construction noise impacts:

- Equip all internal combustion engine-driven equipment with intake and exhaust mufflers that are in good condition and appropriate for the equipment.
- Locate stationary noise-generating equipment as far as possible from sensitive receptors when sensitive receptors adjoin or are near a construction area.
- Utilize "quiet" air compressors and other stationary noise sources where technology exists.

Action A1 Enforce Section 27007 of the California Motor Vehicle Code that prohibits amplified sound that can be heard 50 or more feet from a vehicle.

Action A2 Enforce Section 27150 of the California Motor Vehicle Code that addresses excessive exhaust noise.

Objective N-1.3 Consider noise issues in the Development Review process.

Policy P1 Development projects shall be evaluated for potential noise impacts and conflicts as part of the Development Review process.

Policy P2 Significant noise impacts shall be mitigated as a condition of project approval.

Policy P3 New development projects shall have an acoustical specialist prepare a noise analysis with recommendations for design mitigation if a noise-producing project is proposed near existing or planned noise-sensitive uses.

Policy P4 Proposed noise sensitive projects within noise-impacted areas shall submit acoustical studies and provide necessary mitigation from noise.

Policy P5 Site design techniques shall be considered as the primary means to minimize noise impacts as long as they do not conflict with the goals of the Community Character Element. Techniques include:

- Designing landscaped building setbacks to serve as a buffer between the noise source and receptor.

- Placing noise-tolerant land uses, such as parking lots, maintenance facilities, and utility areas between the noise source, such as highways and railroad tracks, and receptor.

- Orienting buildings to shield noise sensitive outdoor spaces from a noise source.

- Locating bedrooms or balconies on the sides of buildings facing away from noise sources.

- Utilizing noise barriers (e.g., fences, walls, or landscaped berms) to reduce adverse noise levels in noise-sensitive outdoor activity areas.

Policy P6 The City shall seek to reduce impacts from groundbome vibration associated with rail operations by requiring that vibration-sensitive buildings (e.g., residences) are sited at least 100 feet from the centerline of the railroad tracks whenever feasible. The development of vibration-sensitive buildings within 100 feet from the centerline of the railroad tracks would require a study demonstrating that ground borne vibration issues associated with rail operations have been adequately addressed (i.e., through building siting or construction techniques).

City of Tracy Municipal Code

In addition to the standards set forth within the City General Plan, Title 4.12, Article 9, *Noise Control Ordinance,* of the City's Municipal Code provides the following General Sound Level Limits:

- Residential Districts have a noise limit of 55 dBA - (one hour average, L_{eq})
- Commercial Districts have a noise limit of 65 dBA - (one hour average, L_{eq})
- Industrial Districts have a noise limit of 75 dBA - (one hour average, L_{eq})
- Agricultural Districts have a noise limit of 75 dBA - (one hour average, L_{eq})
- Aggregate Mineral Overlay Zone have a noise limit of 75 dBA - (one hour average, L_{eq})

When property lines form the joint boundary of two district zones, the ordinance states that the sound level limit shall be the arithmetic mean of the limit applicable to each of the two zones.

The City's Municipal Code, Title 4.12, Article 9, *Noise Control Ordinance,* provides the following construction and operational noise standards:

<u>Construction Noise Prohibition</u>

The operation of pile drivers, hammers, etc. between the hours of 10:00 PM. and 7:00 AM of any pneumatic or air hammer, pile driver, steam shovel, derrick, steam,

or electric hoist, parking lot cleaning equipment or other appliance, the use of which is attended by loud or unusual noise.

Business and Residential Relationships

1. Delivery vehicles shall have their engines turned off when stationary during regular business hours (6:00 AM to 11:00 PM).

2. It is unlawful for stores to be loading, unloading, opening or other handling of boxes, crates, containers, building materials, garbage cans, other similar objects and trash compactor operations between the hours of 10:00 PM and 7:00 AM in an area between a business and residential in such a manner to cause a noise disturbance across a residential property line or at any time to violate the general sound level limits.

3. Store deliveries by motorized refrigeration systems shall not be left running between the hours of 10:00 PM and 7:00 AM within seventy-five feet of a residential zone, residential use, or sleeping quarters.

Note that the noise ordinance requirements cannot be applied to mobile noise sources, such as heavy trucks, when traveling on public roadways. Federal and state laws preempt control of mobile noise sources on public roads and airports.

PROJECT-GENERATED NOISE

Construction Noise

Noise impacts resulting from construction depend on the noise generated by various pieces of construction equipment, the timing and duration of noise generating activities, and the distance between construction noise sources and noise-sensitive areas. Noise levels from construction equipment are shown in Table 4.

Annoyance due to construction activities primarily occurs when: 1) construction activities occur during noise-sensitive times of the day (e.g., early morning, evening, or nighttime hours); 2) the construction occurs in areas immediately adjoining noise-sensitive land uses; or 3) when construction lasts over extended periods of time. Noise generated by construction would be the greatest during site grading activities and excavation for underground utilities.

Activities involved in construction would generate maximum noise levels, as indicated in Table 4, ranging from 76 to 90 dB at a distance of 50 feet. Construction activities would be temporary in nature and are anticipated to occur during normal daytime working hours.

Noise would also be generated during the construction phase by increased truck traffic on area roadways. A primary project-generated noise source would be truck traffic associated with transport of heavy materials and equipment to and from construction sites. This noise increase would be of short duration, and would occur primarily during daytime hours.

TABLE 4: CONSTRUCTION EQUIPMENT NOISE

Type of Equipment	Predicted Noise Levels, L_{max} dB				Distances to Noise Contours (feet)	
	Noise Level at 50'	Noise Level at 100'	Noise Level at 200'	Noise Level at 400'	70 dB L_{max} contour	65 dB L_{max} contour
Backhoe	78	72	66	60	126	223
Compactor	83	77	71	65	223	397
Compressor (air)	78	72	66	60	126	223
Concrete Saw	90	84	78	72	500	889
Dozer	82	76	70	64	199	354
Dump Truck	76	70	64	58	100	177
Excavator	81	75	69	63	177	315
Generator	81	75	69	63	177	315
Jackhammer	89	83	77	71	446	792
Pneumatic Tools	85	79	73	67	281	500

Source: *Roadway Construction Noise Model User's Guide*. Federal Highway Administration. FHWA-HEP-05-054. January 2006.

Construction activities associated with the proposed project will occur at distances ranging between approximately 15 feet (parking lot and sound wall construction) to 50 feet or more (building construction) from the nearest noise-sensitive receptors. Construction noise associated with parking lots would be similar to those associated with a public works projects, such as a roadway widening or paving project. Once sound wall are constructed, construction noise levels would be reduced by approximately 5-10 dB depending on the type and location of construction activity.

As stated above, noise sensitive receptors near the construction site would, at times, experience elevated noise levels from construction activities; however, construction-related noise generally would occur during daytime hours only. General Plan Noise Element Policy 4 (Goal N-1.2) establishes the following construction requirements:

> *All construction in the vicinity of noise sensitive land uses, such as residences, hospitals, or convalescent homes, shall be limited to daylight hours or 7:00 a.m. to 7:00 p.m. In addition, the following construction noise control measures shall be included as requirements at construction sites to minimize construction noise impacts:*
>
> - *Equip all internal combustion engine-driven equipment with intake and exhaust mufflers that are in good condition and appropriate for the equipment.*
> - *Locate stationary noise-generating equipment as far as possible from sensitive receptors when sensitive receptors adjoin or are near a construction area.*
> - *Utilize "quiet" air compressors and other stationary noise sources where technology exists.*

Implementation of these required measures (i.e., engine muffling, placement of construction equipment, and strategic stockpiling and staging of construction vehicles) and compliance with the City Municipal Code requirements, would serve to further reduce exposure to construction noise levels. Adherence to City General Plan, City Municipal Code Title 4.12, Article 9 (Noise Control Ordinance), would minimize any impacts from noise during construction. Therefore, no additional noise control measures would be required.

Traffic Noise at Sensitive Receptors

Traffic generated by the Proposed Project could generate traffic noise increases. However, these increases would not exceed the City's substantial increase criteria. Additionally, the proposed project would not cause exceedances of the City of Tracy 60 dB L_{dn} exterior noise level standard for residential uses.

To predict noise levels due to traffic, the Federal Highway Administration Highway Traffic Noise Prediction Model (FHWA RD-77-108) was used. The model is used in conjunction with the Calveno reference noise emission curves, and accounts for vehicle volume and speed, roadway configuration, distance to the receiver, and the acoustical characteristics of the project site. The FHWA Model was developed to predict hourly L_{eq} values for free-flowing traffic conditions. To calculate L_{dn}, average daily traffic (ADT) volume data is adjusted based on the assumed day/night distribution of traffic on the project roadways.

Traffic volumes for existing conditions were obtained from TJKM (November 2014) in the form of peak hour intersection movements. The peak hour traffic volumes were compiled into segment volumes and converted into daily traffic volumes using a factor of 10. The project contribution to ADT traffic volumes was converted from peak hour to daily volumes using a multiplication factor of 10. Truck usage and vehicle speeds on the local area roadways were estimated from field observations.

Traffic noise levels are predicted at the sensitive receptors located at the closest typical setback distance along each project-area roadway segment. In some locations sensitive receptors may receive shielding from noise barriers and/or buildings, or may be located at distances which vary from the assumed calculation distance. However, the traffic noise analysis is believed to be representative of the majority of sensitive receptors located closest to the Project area roadway segments analyzed in this report.

Table5 shows the predicted increases in traffic noise levels on the local roadway network for existing conditions which would result from the Proposed Project. Appendix C provides the complete inputs and results of the FHWA traffic noise prediction model.

TABLE 5: PREDICTED TRAFFIC NOISE LEVELS AND PROJECT-RELATED TRAFFIC NOISE LEVEL INCREASES (EXISTING TRAFFIC CONDITIONS)

Roadway	Segment	Predicted L_{dn} @ Closest Sensitive Receptors – 1st Floor Outdoor Activity Areas				
		Existing	Existing + Project	Change	Criteria	Significant?
W. Lowell	West of Bessie	54.9	55.6	0.7	+5 dB	No
W. Lowell	Bessie to Parker	53.6	53.7	0.1	+5 dB	No
W. Lowell	East of Parker	52.6	52.8	0.2	+5 dB	No
W. Beverly	West of Bessie	46.8	47.1	0.3	+5 dB	No
W. Beverly	Bessie to Parker	46.6	47.1	0.5	+5 dB	No
W. Beverly	East of Parker	48.1	48.1	0.0	+5 dB	No
W. Eaton	West of S. Tracy	52.2	52.2	0.0	+5 dB	No
W. Eaton	S. Tracy to Bessie	55.7	56.4	0.7	+5 dB	No
W. Eaton	Bessie to Parker	55.2	55.7	0.5	+5 dB	No
W. Eaton	East of Parker	56.5	56.6	0.1	+5 dB	No
W 11th Street	West of Bessie	65.4	65.4	0.0	+3 dB	No
W 11th Street	Bessie to Parker	64.9	64.9	0.0	+3 dB	No
W 11th Street	East of Parker	64.7	64.8	0.1	+3 dB	No
Tracy	North of W. Eaton	63.3	63.3	0.0	+3 dB	No
Tracy	South of W. Eaton	63.3	63.4	0.1	+3 dB	No
Bessie	N. of W. Lowell	54.4	54.6	0.2	+5 dB	No
Bessie	W. Lowell to W. Beverly	54.1	55.0	0.9	+5 dB	No
Bessie	W. Beverly to W. Eaton	54.3	55.6	1.3	+5 dB	No
Bessie	W. Eaton to W 11th	53.2	53.6	0.4	+5 dB	No
Parker	N. of W. Lowell	56.4	56.4	0.0	+5 dB	No
Parker	W. Lowell to W. Beverly	56.5	56.6	0.1	+5 dB	No
Parker	W. Beverly to W. Eaton	56.4	56.5	0.1	+5 dB	No
Parker	W. Eaton to W 11th	56.4	56.7	0.3	+5 dB	No

Source: j.c. brennan & associates, Inc., Inc., FHWA RD-77-108 Traffic Noise Prediction Model and TJKM 2014.

The Table 5 data indicate that some of the noise sensitive receptors located along the project-area roadways are currently exposed to exterior traffic noise levels exceeding the City of Tracy 60 dB L_{dn} exterior noise level standard for residential uses. These receptors will continue to experience elevated exterior noise levels under existing conditions, with or without the proposed project.

The project will not cause increases in traffic noise levels exceeding: 1) 60 dB L_{dn} where existing noise levels are less than 60 dB L_{dn}, 2) the City's 3 dB threshold where existing noise levels exceed 60 dB L_{dn} or, 3) the City's 5 dB threshold where existing noise levels are less than 60 dB L_{dn} at residential uses. Therefore, no additional noise control measures would be required.

Parking Lot Noise Generation

As a means of determining the noise levels due to parking lot activities, j.c. brennan & associates, Inc., utilized noise level data collected for previous parking lot studies, and project trip generations supplied by TJKM (November 2014).

Primary Parking Lot – North of Eaton Avenue

The primary patient parking lot would be located on the west side of the proposed two-story medical office building. Additionally, an 8-foot tall masonry wall would be located at the east property line of the project site. Therefore, the residential uses to the east will be substantially shielded from parking lot activities occurring on the west side of the proposed medical office building.

Based upon the project traffic study, the total PM peak hour project trips would be 161. For the purpose of this analysis, j.c. brennan & associates, Inc. conservatively assumed that half of the total peak hour parking lot activity would occur at the north end of the parking area, and would not be shielded by the proposed two-story medical office building.

A typical SEL due to automobile arrivals/departures, including car doors slamming and people conversing is approximately 71 dB, at a distance of 50 feet. Based upon the project traffic study, half of the PM peak hour trip generation for the project is 81. Parking lot noise levels were determined using the following formula.

$$\text{Peak Hour } L_{eq} = SEL + 10\log(N) - 35.6, \text{ where:}$$

The SEL is the mean sound exposure level (SEL) for an automobile arrival or departure, N is the number of parking related operations in a peak hour (N is 81 for this portion of the project), 35.6 is 10 times the logarithm of the number of seconds in the peak hour.

The nearest residential uses would be located approximately 50 feet from the center of the parking region located on the north side of the proposed medical office building. Using the equation and operations data described above, the proposed parking lot would result in a peak hour noise level of approximately 47 dB L_{eq} at the nearest residential uses, accounting for the proposed 8-foot tall CMU wall. This would comply with the City of Tracy Noise Ordinance hourly standard of 55 dBA L_{eq} for residential uses. Appendix D shows the complete noise barrier calculation inputs and results.

Assuming that parking lot activity operated at this level continuously between the hours of 7:00 am to 9:00 pm, the day/night average (L_{dn}) would be 45 dBA L_{dn}. This level would comply with the City's 60 dB L_{dn} noise level standard for residential uses. Therefore, no additional noise control measures would be required.

Staff Parking Lot – South of Eaton Avenue

The proposed staff parking lot would include 129 parking spaces. This analysis assumes that the parking lot could fill or empty in a one hour period.

A typical SEL due to automobile arrivals/departures, including car doors slamming and people conversing is approximately 71 dB, at a distance of 50 feet. Based upon the parking lot filling or emptying in a one hour period, the peak hour trip generation would be 129. Parking lot noise levels were determined using the following formula.

$$\text{Peak Hour } L_{eq} = \text{SEL} + 10\log(N) - 35.6, \text{ where:}$$

The SEL is the mean sound exposure level (SEL) for an automobile arrival or departure, N is the number of parking related operations in a peak hour (N is 129), 35.6 is 10 times the logarithm of the number of seconds in the peak hour.

The nearest residential uses would be located approximately 90 feet from the center of the staff parking lot. Using the equation and operations data described above, the proposed parking lot would result in a peak hour noise level of approximately 44 dB L_{eq} at the nearest residential uses, accounting for the proposed 8-foot tall CMU wall. This would comply with the City of Tracy Noise Ordinance hourly standard of 55 dBA L_{eq} for residential uses. Appendix D shows the complete noise barrier calculation inputs and results.

Assuming that parking lot activity operated at this level continuously between the hours of 7:00 am to 9:00 pm, the day/night average (L_{dn}) would be 42 dBA L_{dn}. This level would comply with the City's 60 dB L_{dn} noise level standard for residential uses. Therefore, no additional noise control measures would be required.

Mechanical Equipment Noise

The proposed project will include rooftop mechanical equipment. This equipment will be shielded from view by a mechanical screen wall which will stand approximately 9-feet in height relative to the roof elevation. The primary rooftop equipment will include two 75-ton packaged rooftop units. The units will be located at the approximate rooftop locations shown on Figure 1.

Based upon preliminary selections, these units will have a sound power rating of 102 dBA each, for a total of 105 dBA with both units operating. Based upon the project site plan, the two mechanical units would be located approximately 100 feet from the nearest residential property line to the east, at an elevation of approximately 30 feet relative to the adjacent residences. Based upon this distance and screening due to the proposed mechanical screen wall, HVAC noise levels are predicted to be 52 dBA L_{eq}. This would comply with the City of Tracy Noise Ordinance hourly standard of 55 dBA L_{eq} for residential uses. Appendix D shows the complete noise barrier calculation inputs and results.

Assuming that both HVAC units ran continuously between the hours of 6:00 am to 10:00 pm, the day/night average (L_{dn}) would be 52 dBA L_{dn}. This level would comply with the City's 60 dB L_{dn} noise level standard for residential uses. Therefore, no additional noise control measures would be required.

CONCLUSIONS

The proposed project is predicted to generate noise levels that comply with the City of Tracy General Plan Noise Element and Noise Ordinance standards.

Appendix A
Acoustical Terminology

Acoustics	The science of sound.
Ambient Noise	The distinctive acoustical characteristics of a given space consisting of all noise sources audible at that location. In many cases, the term ambient is used to describe an existing or pre-project condition such as the setting in an environmental noise study.
Attenuation	The reduction of an acoustic signal.
A-Weighting	A frequency-response adjustment of a sound level meter that conditions the output signal to approximate human response.
Decibel or dB	Fundamental unit of sound, A Bell is defined as the logarithm of the ratio of the sound pressure squared over the reference pressure squared. A Decibel is one-tenth of a Bell.
CNEL	Community Noise Equivalent Level. Defined as the 24-hour average noise level with noise occurring during evening hours (7 - 10 p.m.) weighted by a factor of three and nighttime hours weighted by a factor of 10 prior to averaging.
Frequency	The measure of the rapidity of alterations of a periodic signal, expressed in cycles per second or hertz (Hz).
L_{dn}	Day/Night Average Sound Level. Similar to CNEL but with no evening weighting.
Leq	Equivalent or energy-averaged sound level.
L_{max}	The highest root-mean-square (RMS) sound level measured over a given period of time.
$L_{(n)}$	The sound level exceeded a described percentile over a measurement period. For instance, an hourly L_{50} is the sound level exceeded 50% of the time during the one hour period.
Loudness	A subjective term for the sensation of the magnitude of sound.
Noise	Unwanted sound.
NRC	Noise Reduction Coefficient. NRC is a single-number rating of the sound-absorption of a material equal to the arithmetic mean of the sound-absorption coefficients in the 250, 500, 1000, and 2,000 Hz octave frequency bands rounded to the nearest multiple of 0.05. It is a representation of the amount of sound energy absorbed upon striking a particular surface. An NRC of 0 indicates perfect reflection; an NRC of 1 indicates perfect absorption.
Peak Noise	The level corresponding to the highest (not RMS) sound pressure measured over a given period of time. This term is often confused with the “Maximum” level, which is the highest RMS level.
RT_{60}	The time it takes reverberant sound to decay by 60 dB once the source has been removed.
Sabin	The unit of sound absorption. One square foot of material absorbing 100% of incident sound has an absorption of 1 Sabin.
SEL	Sound Exposure Level. SEL is s rating, in decibels, of a discrete event, such as an aircraft flyover or train passby, that compresses the total sound energy into a one-second event.
STC	Sound Transmission Class. STC is an integer rating of how well a building partition attenuates airborne sound. It is widely used to rate interior partitions, ceilings/floors, doors, windows and exterior wall configurations.
Threshold of Hearing	The lowest sound that can be perceived by the human auditory system, generally considered to be 0 dB for persons with perfect hearing.
Threshold of Pain	Approximately 120 dB above the threshold of hearing.
Impulsive	Sound of short duration, usually less than one second, with an abrupt onset and rapid decay.
Simple Tone	Any sound which can be judged as audible as a single pitch or set of single pitches.

Appendix B
2014-223 Tracy Medical Office Building
24hr Continuous Noise Monitoring - Site A
11/3/14 - 11/4/14

Hour	Leq	Lmax	L50	L90
17:00	48	63	47	45
18:00	49	56	49	47
19:00	49	63	48	47
20:00	49	61	48	46
21:00	47	59	47	45
22:00	46	64	45	43
23:00	43	52	43	41
0:00	42	52	42	40
1:00	53	70	46	40
2:00	47	56	45	41
3:00	45	50	45	42
4:00	47	57	46	45
5:00	48	60	47	46
6:00	52	76	49	47
7:00	51	66	50	48
8:00	49	64	48	44
9:00	50	67	45	41
10:00	46	60	44	42
11:00	48	89	46	41
12:00	45	60	43	40
13:00	45	59	42	40
14:00	47	63	44	41
15:00	49	63	46	43
16:00	51	67	48	44

	Statistical Summary					
	Daytime (7 a.m. - 10 p.m.)			Nighttime (10 p.m. - 7 a.m.)		
	High	Low	Average	High	Low	Average
Leq (Average)	51	45	49	53	42	48
Lmax (Maximum)	89	56	64	76	50	60
L50 (Median)	50	42	46	49	42	45
L90 (Background)	48	40	44	47	40	43

Computed Ldn, dB	55
% Daytime Energy	64%
% Nighttime Energy	36%

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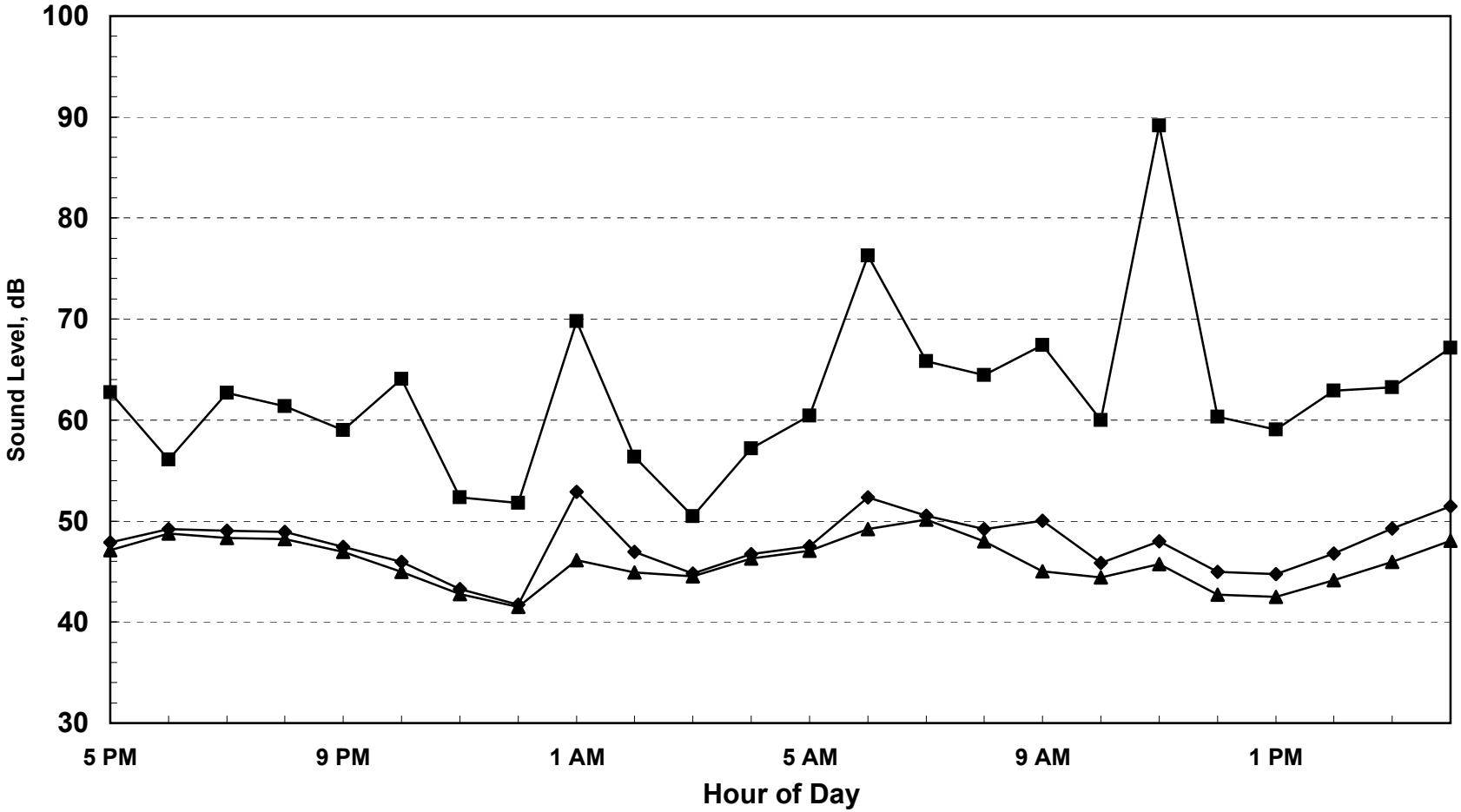
Appendix B

2014-223 Tracy Medical Office Building

24hr Continuous Noise Monitoring - Site A

11/3/14 - 11/4/14



Ldn = 55 dB

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Appendix B
2014-223 Tracy Medical Office Building
24hr Continuous Noise Monitoring - Site B
11/3/14 - 11/4/14

Hour	Leq	Lmax	L50	L90
17:00	51	69	49	46
18:00	51	62	49	48
19:00	50	64	49	47
20:00	49	61	48	46
21:00	48	63	47	45
22:00	45	61	44	42
23:00	43	54	43	41
0:00	42	58	42	41
1:00	42	59	42	40
2:00	42	57	42	40
3:00	44	54	44	42
4:00	47	70	46	44
5:00	48	64	47	45
6:00	51	68	49	46
7:00	51	67	49	47
8:00	50	68	48	45
9:00	50	71	47	43
10:00	49	68	46	44
11:00	49	68	47	44
12:00	48	66	46	43
13:00	50	69	45	43
14:00	51	73	47	43
15:00	52	79	48	45
16:00	53	71	50	45

	Statistical Summary					
	Daytime (7 a.m. - 10 p.m.)			Nighttime (10 p.m. - 7 a.m.)		
	High	Low	Average	High	Low	Average
Leq (Average)	53	48	50	51	42	46
Lmax (Maximum)	79	61	68	70	54	61
L50 (Median)	50	45	48	49	42	44
L90 (Background)	48	43	45	46	40	43

Computed Ldn, dB	54
% Daytime Energy	81%
% Nighttime Energy	19%

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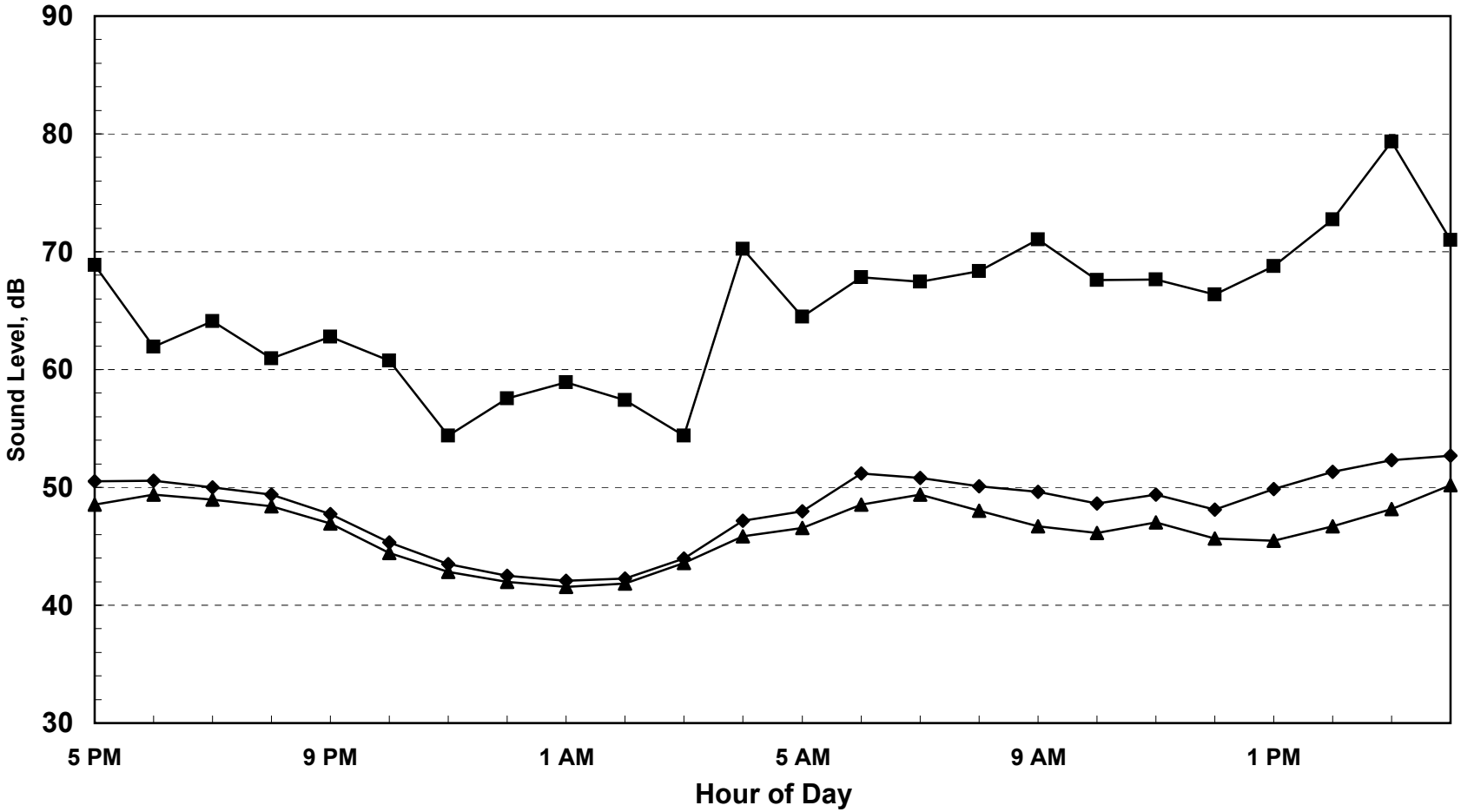
Appendix B

2014-223 Tracy Medical Office Building

24hr Continuous Noise Monitoring - Site B

11/3/14 - 11/4/14



Ldn = 54 dB

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Appendix B
2014-223 Tracy Medical Office Building
24hr Continuous Noise Monitoring - Site C
11/3/14 - 11/4/14

Hour	Leq	Lmax	L50	L90
17:00	50	64	49	46
18:00	50	66	49	48
19:00	50	66	49	48
20:00	50	63	49	48
21:00	49	59	48	47
22:00	47	57	47	44
23:00	46	55	45	43
0:00	44	56	43	42
1:00	44	55	43	42
2:00	44	56	44	42
3:00	48	55	48	45
4:00	49	61	48	47
5:00	49	61	49	47
6:00	53	79	50	48
7:00	52	67	52	50
8:00	50	67	50	46
9:00	47	61	45	43
10:00	54	79	46	44
11:00	49	66	45	42
12:00	47	64	45	42
13:00	47	64	45	42
14:00	50	65	46	43
15:00	50	63	48	44
16:00	50	66	48	45

	Statistical Summary					
	Daytime (7 a.m. - 10 p.m.)			Nighttime (10 p.m. - 7 a.m.)		
	High	Low	Average	High	Low	Average
Leq (Average)	54	47	50	53	44	48
Lmax (Maximum)	79	59	65	79	55	60
L50 (Median)	52	45	48	50	43	46
L90 (Background)	50	42	45	48	42	45

Computed Ldn, dB	55
% Daytime Energy	72%
% Nighttime Energy	28%

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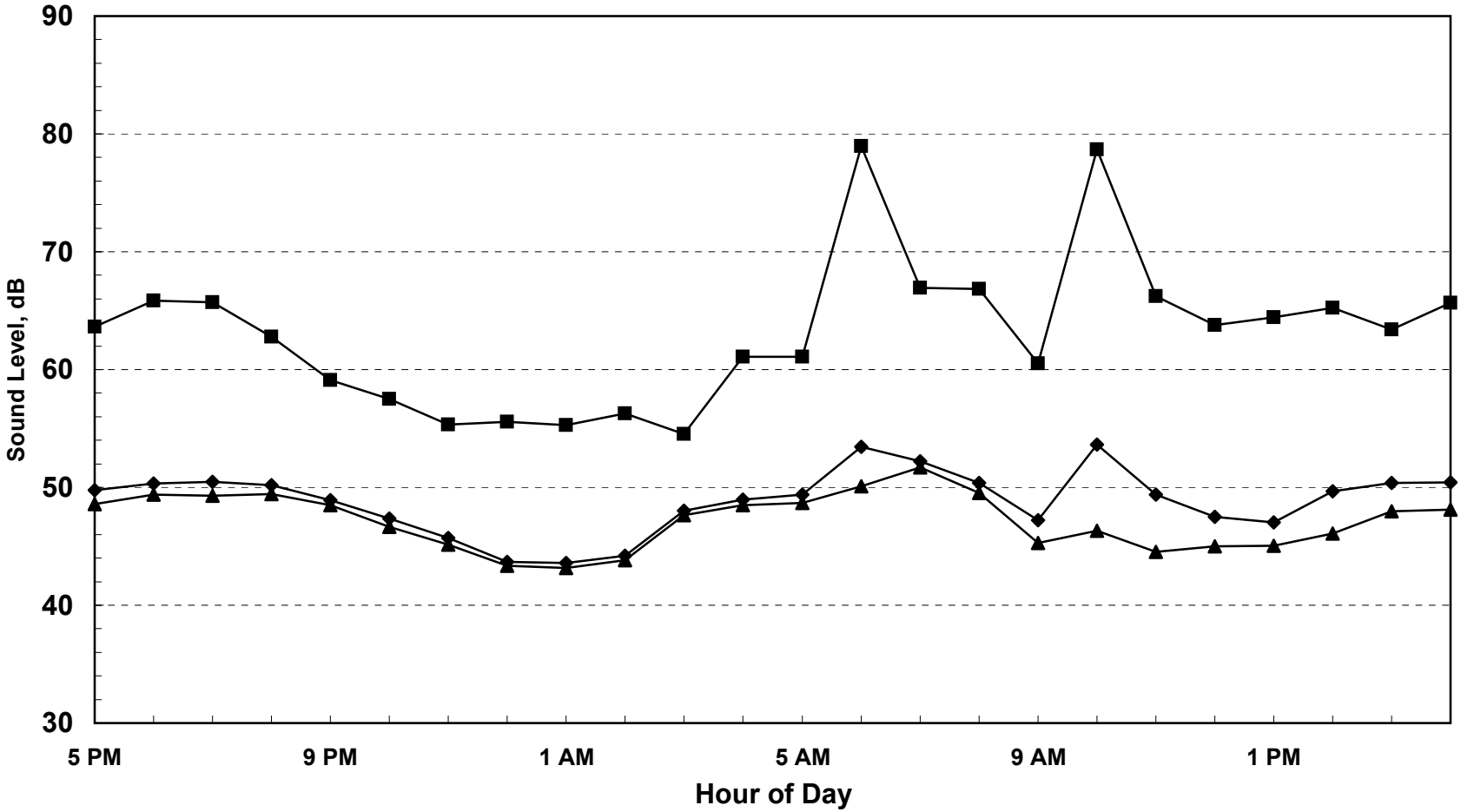
Appendix B

2014-223 Tracy Medical Office Building

24hr Continuous Noise Monitoring - Site C

11/3/14 - 11/4/14



Ldn = 55 dB

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Appendix C-1

FHWA-RD-77-108 Highway Traffic Noise Prediction Model
Data Input Sheet

Project #: 2014-223 Tracy Sutter Medical Office Building
Description: Existing Traffic
Ldn/CNEL: Ldn
Hard/Soft: Soft

Segment	Roadway Name	Segment Description	ADT	Day %	Eve %	Night %	% Med. Trucks	% Hvy. Trucks	Speed	Distance	Offset (dB)
1	W. Lowell	West of Bessie	2,480	83		17	1	0.5	25	50	0
2	W. Lowell	Bessie to Parker	1,810	83		17	1	0.5	25	50	0
3	W. Lowell	East of Parker	1,450	83		17	1	0.5	25	50	0
4	W. Beverly	West of Bessie	380	83		17	1	0.5	25	50	0
5	W. Beverly	Bessie to Parker	360	83		17	1	0.5	25	50	0
6	W. Beverly	East of Parker	510	83		17	1	0.5	25	50	0
7	W. Eaton	West of S. Tracy	1,330	83		17	1	0.5	25	50	0
8	W. Eaton	S. Tracy to Bessie	2,930	83		17	1	0.5	25	50	0
9	W. Eaton	Bessie to Parker	2,630	83		17	1	0.5	25	50	0
10	W. Eaton	East of Parker	3,580	83		17	1	0.5	25	50	0
11	W 11th Street	West of Bessie	18,060	83		17	1	0.5	30	50	0
12	W 11th Street	Bessie to Parker	16,210	83		17	1	0.5	30	50	0
13	W 11th Street	East of Parker	15,530	83		17	1	0.5	30	50	0
14	Tracy	North of W. Eaton	17,110	83		17	1	0.5	25	50	0
15	Tracy	South of W. Eaton	16,800	83		17	1	0.5	25	50	0
16	Bessie	N. of W. Lowell	2,200	83		17	1	0.5	25	50	0
17	Bessie	W. Lowell to W. Beverly	2,060	83		17	1	0.5	25	50	0
18	Bessie	W. Beverly to W. Eaton	2,150	83		17	1	0.5	25	50	0
19	Bessie	W. Eaton to W 11th	1,640	83		17	1	0.5	25	50	0
20	Parker	N. of W. Lowell	3,430	83		17	1	0.5	25	50	0
21	Parker	W. Lowell to W. Beverly	3,520	83		17	1	0.5	25	50	0
22	Parker	W. Beverly to W. Eaton	3,470	83		17	1	0.5	25	50	0
23	Parker	W. Eaton to W 11th	3,460	83		17	1	0.5	25	50	0

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Appendix C-2

FHWA-RD-77-108 Highway Traffic Noise Prediction Model
Predicted Levels

Project #: 2014-223 Tracy Sutter Medical Office Building
Description: Existing Traffic
Ldn/CNEL: Ldn
Hard/Soft: Soft

Segment	Roadway Name	Segment Description	Autos	Medium Trucks	Heavy Trucks	Total
1	W. Lowell	West of Bessie	53.0	44.7	49.3	54.9
2	W. Lowell	Bessie to Parker	51.6	43.3	47.9	53.6
3	W. Lowell	East of Parker	50.6	42.3	46.9	52.6
4	W. Beverly	West of Bessie	44.8	36.5	41.1	46.8
5	W. Beverly	Bessie to Parker	44.6	36.3	40.9	46.6
6	W. Beverly	East of Parker	46.1	37.8	42.4	48.1
7	W. Eaton	West of S. Tracy	50.3	42.0	46.6	52.2
8	W. Eaton	S. Tracy to Bessie	53.7	45.4	50.0	55.7
9	W. Eaton	Bessie to Parker	53.2	44.9	49.5	55.2
10	W. Eaton	East of Parker	54.6	46.3	50.9	56.5
11	W 11th Street	West of Bessie	63.9	54.5	58.6	65.4
12	W 11th Street	Bessie to Parker	63.4	54.0	58.2	64.9
13	W 11th Street	East of Parker	63.2	53.9	58.0	64.7
14	Tracy	North of W. Eaton	61.4	53.0	57.7	63.3
15	Tracy	South of W. Eaton	61.3	53.0	57.6	63.3
16	Bessie	N. of W. Lowell	52.5	44.1	48.8	54.4
17	Bessie	W. Lowell to W. Beverly	52.2	43.9	48.5	54.1
18	Bessie	W. Beverly to W. Eaton	52.4	44.0	48.7	54.3
19	Bessie	W. Eaton to W 11th	51.2	42.9	47.5	53.2
20	Parker	N. of W. Lowell	54.4	46.1	50.7	56.4
21	Parker	W. Lowell to W. Beverly	54.5	46.2	50.8	56.5
22	Parker	W. Beverly to W. Eaton	54.4	46.1	50.7	56.4
23	Parker	W. Eaton to W 11th	54.4	46.1	50.7	56.4

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Appendix C-3

FHWA-RD-77-108 Highway Traffic Noise Prediction Model
Noise Contour Output

Project #: 2014-223 Tracy Sutter Medical Office Building
Description: Existing Traffic
Ldn/CNEL: Ldn
Hard/Soft: Soft

			-------- Distances to Traffic Noise Contours --------				
Segment	Roadway Name	Segment Description	75	70	65	60	55
1	W. Lowell	West of Bessie	2	5	11	23	50
2	W. Lowell	Bessie to Parker	2	4	9	19	40
3	W. Lowell	East of Parker	2	3	7	16	35
4	W. Beverly	West of Bessie	1	1	3	7	14
5	W. Beverly	Bessie to Parker	1	1	3	6	14
6	W. Beverly	East of Parker	1	2	4	8	17
7	W. Eaton	West of S. Tracy	2	3	7	15	33
8	W. Eaton	S. Tracy to Bessie	3	6	12	26	55
9	W. Eaton	Bessie to Parker	2	5	11	24	52
10	W. Eaton	East of Parker	3	6	14	29	63
11	W 11th Street	West of Bessie	11	25	53	114	246
12	W 11th Street	Bessie to Parker	11	23	49	106	229
13	W 11th Street	East of Parker	10	22	48	103	223
14	Tracy	North of W. Eaton	8	18	39	83	180
15	Tracy	South of W. Eaton	8	18	38	82	178
16	Bessie	N. of W. Lowell	2	5	10	21	46
17	Bessie	W. Lowell to W. Beverly	2	4	9	20	44
18	Bessie	W. Beverly to W. Eaton	2	5	10	21	45
19	Bessie	W. Eaton to W 11th	2	4	8	17	38
20	Parker	N. of W. Lowell	3	6	13	29	62
21	Parker	W. Lowell to W. Beverly	3	6	13	29	63
22	Parker	W. Beverly to W. Eaton	3	6	13	29	62
23	Parker	W. Eaton to W 11th	3	6	13	29	62

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Appendix C-4

FHWA-RD-77-108 Highway Traffic Noise Prediction Model
Data Input Sheet

Project #: 2014-223 Tracy Sutter Medical Office Building
Description: Existing Plus Traffic
Ldn/CNEL: Ldn
Hard/Soft: Soft

Segment	Roadway Name	Segment Description	ADT	Day %	Eve %	Night %	% Med. Trucks	% Hvy. Trucks	Speed	Distance	Offset (dB)
1	W. Lowell	West of Bessie	2,850	83		17	1	0.5	25	50	0
2	W. Lowell	Bessie to Parker	1,840	83		17	1	0.5	25	50	0
3	W. Lowell	East of Parker	1,500	83		17	1	0.5	25	50	0
4	W. Beverly	West of Bessie	410	83		17	1	0.5	25	50	0
5	W. Beverly	Bessie to Parker	410	83		17	1	0.5	25	50	0
6	W. Beverly	East of Parker	510	83		17	1	0.5	25	50	0
7	W. Eaton	West of S. Tracy	1,330	83		17	1	0.5	25	50	0
8	W. Eaton	S. Tracy to Bessie	3,470	83		17	1	0.5	25	50	0
9	W. Eaton	Bessie to Parker	2,960	83		17	1	0.5	25	50	0
10	W. Eaton	East of Parker	3,620	83		17	1	0.5	25	50	0
11	W 11th Street	West of Bessie	18,200	83		17	1	0.5	30	50	0
12	W 11th Street	Bessie to Parker	16,250	83		17	1	0.5	30	50	0
13	W 11th Street	East of Parker	15,760	83		17	1	0.5	30	50	0
14	Tracy	North of W. Eaton	17,110	83		17	1	0.5	25	50	0
15	Tracy	South of W. Eaton	17,530	83		17	1	0.5	25	50	0
16	Bessie	N. of W. Lowell	2,270	83		17	1	0.5	25	50	0
17	Bessie	W. Lowell to W. Beverly	2,520	83		17	1	0.5	25	50	0
18	Bessie	W. Beverly to W. Eaton	2,870	83		17	1	0.5	25	50	0
19	Bessie	W. Eaton to W 11th	1,810	83		17	1	0.5	25	50	0
20	Parker	N. of W. Lowell	3,500	83		17	1	0.5	25	50	0
21	Parker	W. Lowell to W. Beverly	3,620	83		17	1	0.5	25	50	0
22	Parker	W. Beverly to W. Eaton	3,560	83		17	1	0.5	25	50	0
23	Parker	W. Eaton to W 11th	3,700	83		17	1	0.5	25	50	0

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Appendix C-5

FHWA-RD-77-108 Highway Traffic Noise Prediction Model
Predicted Levels

Project #: 2014-223 Tracy Sutter Medical Office Building
Description: Existing Plus Traffic
Ldn/CNEL: Ldn
Hard/Soft: Soft

Segment	Roadway Name	Segment Description	Autos	Medium Trucks	Heavy Trucks	Total
1	W. Lowell	West of Bessie	53.6	45.3	49.9	55.6
2	W. Lowell	Bessie to Parker	51.7	43.4	48.0	53.7
3	W. Lowell	East of Parker	50.8	42.5	47.1	52.8
4	W. Beverly	West of Bessie	45.2	36.8	41.5	47.1
5	W. Beverly	Bessie to Parker	45.2	36.8	41.5	47.1
6	W. Beverly	East of Parker	46.1	37.8	42.4	48.1
7	W. Eaton	West of S. Tracy	50.3	42.0	46.6	52.2
8	W. Eaton	S. Tracy to Bessie	54.4	46.1	50.7	56.4
9	W. Eaton	Bessie to Parker	53.7	45.4	50.0	55.7
10	W. Eaton	East of Parker	54.6	46.3	50.9	56.6
11	W 11th Street	West of Bessie	63.9	54.6	58.7	65.4
12	W 11th Street	Bessie to Parker	63.4	54.1	58.2	64.9
13	W 11th Street	East of Parker	63.3	53.9	58.0	64.8
14	Tracy	North of W. Eaton	61.4	53.0	57.7	63.3
15	Tracy	South of W. Eaton	61.5	53.2	57.8	63.4
16	Bessie	N. of W. Lowell	52.6	44.3	48.9	54.6
17	Bessie	W. Lowell to W. Beverly	53.0	44.7	49.4	55.0
18	Bessie	W. Beverly to W. Eaton	53.6	45.3	49.9	55.6
19	Bessie	W. Eaton to W 11th	51.6	43.3	47.9	53.6
20	Parker	N. of W. Lowell	54.5	46.2	50.8	56.4
21	Parker	W. Lowell to W. Beverly	54.6	46.3	50.9	56.6
22	Parker	W. Beverly to W. Eaton	54.5	46.2	50.9	56.5
23	Parker	W. Eaton to W 11th	54.7	46.4	51.0	56.7

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Appendix C-6

FHWA-RD-77-108 Highway Traffic Noise Prediction Model
Noise Contour Output

Project #: 2014-223 Tracy Sutter Medical Office Building
Description: Existing Plus Traffic
Ldn/CNEL: Ldn
Hard/Soft: Soft

			-------- Distances to Traffic Noise Contours --------				
Segment	Roadway Name	Segment Description	75	70	65	60	55
1	W. Lowell	West of Bessie	3	5	12	25	54
2	W. Lowell	Bessie to Parker	2	4	9	19	41
3	W. Lowell	East of Parker	2	4	8	16	35
4	W. Beverly	West of Bessie	1	1	3	7	15
5	W. Beverly	Bessie to Parker	1	1	3	7	15
6	W. Beverly	East of Parker	1	2	4	8	17
7	W. Eaton	West of S. Tracy	2	3	7	15	33
8	W. Eaton	S. Tracy to Bessie	3	6	13	29	62
9	W. Eaton	Bessie to Parker	3	6	12	26	56
10	W. Eaton	East of Parker	3	6	14	30	64
11	W 11th Street	West of Bessie	11	25	53	115	247
12	W 11th Street	Bessie to Parker	11	23	49	107	229
13	W 11th Street	East of Parker	10	22	48	104	225
14	Tracy	North of W. Eaton	8	18	39	83	180
15	Tracy	South of W. Eaton	8	18	39	85	183
16	Bessie	N. of W. Lowell	2	5	10	22	47
17	Bessie	W. Lowell to W. Beverly	2	5	11	23	50
18	Bessie	W. Beverly to W. Eaton	3	5	12	25	55
19	Bessie	W. Eaton to W 11th	2	4	9	19	40
20	Parker	N. of W. Lowell	3	6	13	29	62
21	Parker	W. Lowell to W. Beverly	3	6	14	30	64
22	Parker	W. Beverly to W. Eaton	3	6	14	29	63
23	Parker	W. Eaton to W 11th	3	6	14	30	65

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Appendix D

Barrier Insertion Loss Calculation

Project Information:

Job Number: 2014-223
Project Name: Sutter Medical Office Building - Tracy
Location(s): Residential to East

Noise Level Data:

Source Description: Primary Parking Lot
Source Noise Level, dBA: 54
Source Frequency (Hz): 500
Source Height (ft): 4

Site Geometry:

Receiver Description: Nearest Backyard
Source to Barrier Distance (C_1): 50
Barrier to Receiver Distance (C_2): 15

Pad/Ground Elevation at Receiver: 0
Receiver Elevation[1]: 5
Base of Barrier Elevation: 0
Starting Barrier Height 8

Barrier Effectiveness:

Top of Barrier Elevation (ft)	Barrier Height (ft)	Insertion Loss, dB	Noise Level, dB	Barrier Breaks Line of Site to Source?
8	8	-8	47	Yes
9	9	-9	45	Yes
10	10	-10	44	Yes
11	11	-11	43	Yes
12	12	-12	42	Yes
13	13	-13	42	Yes
14	14	-14	41	Yes
15	15	-14	40	Yes
16	16	-15	40	Yes
17	17	-15	39	Yes
18	18	-16	39	Yes

Notes: 1.Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s)

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Appendix D

Barrier Insertion Loss Calculation

Project Information:

Job Number: 2014-223
Project Name: Sutter Medical Office Building - Tracy
Location(s): Residential

Noise Level Data:

Source Description: Staff Parking Lot
Source Noise Level, dBA: 51
Source Frequency (Hz): 500
Source Height (ft): 4

Site Geometry:

Receiver Description: Nearest Backyard
Source to Barrier Distance (C_1): 50
Barrier to Receiver Distance (C_2): 15

Pad/Ground Elevation at Receiver: 0
Receiver Elevation[1]: 5
Base of Barrier Elevation: 0
Starting Barrier Height 8

Barrier Effectiveness:

Top of Barrier Elevation (ft)	Barrier Height (ft)	Insertion Loss, dB	Noise Level, dB	Barrier Breaks Line of Site to Source?
8	8	-8	44	Yes
9	9	-9	42	Yes
10	10	-10	41	Yes
11	11	-11	40	Yes
12	12	-12	39	Yes
13	13	-13	39	Yes
14	14	-14	38	Yes
15	15	-14	37	Yes
16	16	-15	37	Yes
17	17	-15	36	Yes
18	18	-16	36	Yes

Notes: 1.Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s)

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Appendix D

Barrier Insertion Loss Calculation

Project Information:

Job Number: 2014-223
Project Name: Sutter Medical Office Building - Tracy
Location(s): Residential to East

Noise Level Data:

Source Description: M.O.B. Rooftop HVAC
Source Noise Level, dBA: 67
Source Frequency (Hz): 500
Source Height (ft): 36

Site Geometry:

Receiver Description: Nearest Backyard
Source to Barrier Distance (C_1): 50
Barrier to Receiver Distance (C_2): 50

Pad/Ground Elevation at Receiver: 0
Receiver Elevation[1]: 5
Base of Barrier Elevation: 30
Starting Barrier Height 9

Barrier Effectiveness:

Top of Barrier Elevation (ft)	Barrier Height (ft)	Insertion Loss, dB	Noise Level, dB	Barrier Breaks Line of Site to Source?
39	9	-15	52	Yes
40	10	-15	52	Yes
41	11	-16	51	Yes
42	12	-16	51	Yes
43	13	-16	51	Yes
44	14	-17	51	Yes
45	15	-17	50	Yes
46	16	-17	50	Yes
47	17	-17	50	Yes
48	18	-17	50	Yes
49	19	-17	50	Yes

Notes: 1.Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s)

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RESOLUTION 2015-_____

APPROVING A DEVELOPMENT REVIEW APPLICATION NUMBER D14-0003 AND DETERMINATION OF A CATEGORICAL EXEMPTION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") FOR A 45,500 SQUARE FOOT MEDICAL OFFICE BUILDING LOCATED AT 445 WEST EATON AVENUE AND A PARKING LOT AT 418, 424, 432, AND 434 WEST EATON AVENUE AND 426 W. BEVERLY PLACE - APPLICANT IS DAVID O. ROMANO AND PROPERTY OWNER IS SUTTER GOULD MEDICAL FOUNDATION, APPLICATION NUMBER D14-0003

WHEREAS, On January 14, 2014, David O. Romano on behalf of the Sutter Gould Medical Foundation (Sutter) submitted a Development Review application for a new two-story, 45,500 square foot medical office building and associated parking areas, and

WHEREAS, Pursuant Tracy Municipal Code Section 10.08.4020, the Planning Commission has authority to review and act on such applications, and

WHEREAS, The project site is designated Office in the General Plan and zoned Medical Office, in which medical offices are a permitted use, and

WHEREAS, The project site is adjacent to medical offices located in the Medical Office zone and to residences located in the Medium Density Residential zone, and

WHEREAS, The General Plan establishes the goals, objectives, policies, and actions for development in the City, and

WHEREAS, The Design Goals and Standards establishes specific design criteria for achieving high quality architecture, site planning, and landscaping throughout the City, and

WHEREAS, The Planning Commission reviewed and considered the project at a public hearing on March 26, 2014, and denied the project, and

WHEREAS, On April 9, 2014, David O. Romano filed an appeal with the City Clerk and subsequently requested the appeal be discussed by the City Council at the regularly scheduled September 2, 2014, public hearing, and

WHEREAS, On September 2, 2014, the City Council considered the appeal and voted to grant the appeal with project modifications as presented by the applicant at the Public Hearing, and further directed staff to prepare proposed findings pursuant to the Development Review Ordinance, an environmental analysis in accordance with CEQA, and Conditions of Approval for the approval of the project, and

WHEREAS, An environmental analysis was conducted and a determination was made that the project is exempt from CEQA pursuant to Guidelines Section 15332 for in-fill development, and

WHEREAS, On February 3, 2015, the City Council conducted a public hearing on the project and considered the project environmental exemption from CEQA and the Conditions of Approval for the project;

NOW, THEREFORE BE IT RESOLVED, That the City Council does hereby approve Development Review application number D14-0003 for a 45,500 square foot medical office building and associated parking areas, based on the findings below:

1) The project will not, under the circumstances of the particular case or as conditioned, be injurious or detrimental to the health, safety, or general welfare of persons or property in the vicinity of the proposed use and its associated structure, or to the general welfare of the City because the project, as conditioned, is consistent with the land use, design, and other elements of the Tracy Municipal Code, the City of Tracy General Plan, the Design Goals and Standards, City Standards, California Building Codes, and California Fire Codes.
2) The desirability of properties within the area for future uses is not adversely affected and property values within the vicinity will retain their stability, because the project consistent with the development standards of the Medical Office, including off-street parking for patients and employees in excess of the minimum number required. The project will meet the City's Design Goals and Standards for commercial design through its use of colors, material variety, and decorative elements brick, metal, glass, wood, and cement elements on all four sides of the building.
3) The benefits of occupancy of other property in the vicinity are not impaired, because screen trees and screen walls will be provided along the perimeter of the site adjacent to residences to mitigate potential impacts from light and noise generated onsite, and parking lot lighting installed adjacent to residences will be wall-mounted or in a bollard design such that no fixture is taller than the screen walls.
4) Unsightliness of the existing dirt lot, which, if permitted to exist, causes a decrease in the value of surrounding properties. The dirt lot will be replaced with a paved and landscaped parking area constructed to City standards, and the existing large Valley Oak tree will be preserved and replanted at this location to retain a sense of the site's history. Additionally, the existing outdated building will be replaced with a new, modern building that employs the use of brick to more closely match the neighboring Sutter Tracy Community Hospital building.
5) The project constitutes in-fill development within the meaning of Section 15332 of Title 14 of the California Code of Regulations, because it meets the following conditions as shown in that certain CEQA 15332 Exemption Analysis for the Sutter Medical Office Building Project dated January 2015:
    a. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations; and
    b. The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses; and
    c. The project site has no value as habitat for endangered, rare or threatened species; and
    d. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and
    e. The site can be adequately served by all required utilities and public services.

* * * * * * * * * * *

The foregoing Resolution 2015-_____ of the City Council was adopted by the City Council on the 3rd day of February, 2015, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

City of Tracy
Conditions of Approval
Sutter Gould Medical Office Building
445, 418, 424, 432, and 434 West Eaton Avenue and 426 W. Beverly Place
Application Number D14-0003
February 3, 2015

A. General Provisions and Definitions.

A.1. General. These Conditions of Approval apply to:

The Project: A two-story, 45,500 square foot medical office building and associated parking areas onsite and offsite

The Property: Building and parking area at 445 W. Eaton Avenue (APN 233-083-27). Additional parking area at 426 W. Beverly Place (APN 233-076-05) and 418, 424, 432, and 434 W. Eaton Avenue (APN 233-084-03, 233-084-05, 233-084-06, 233-084-12)

A.2. Definitions.

a. “Applicant” means any person, or other legal entity, defined as a “Developer.”

b. “City Engineer” means the City Engineer of the City of Tracy, or any other duly licensed Engineer designated by the City Manager, or the Development Services Director, or the City Engineer to perform the duties set forth herein.

c. “City Regulations” means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Municipal Code ordinances, resolutions, policies, procedures and the City’s Design Documents (including the Standard Plans, Standard Specifications, and relevant Public Facility Master Plans).

d. “Development Services Director” means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.

e. “Conditions of Approval” shall mean the conditions of approval applicable to the Project, Application Number D14-0003. The Conditions of Approval shall specifically include all conditions set forth herein.

f. “Developer” means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. The term “Developer” shall include all successors in interest.

A.3. Compliance with submitted plans. Except as otherwise modified herein, the project shall be constructed in substantial compliance with the site plan, floor plan, landscape plan, elevations, and colors received by the Development Services Department on January 7,

2015, and the materials and finishes packet received on January 28, 2015, except as modified by the Conditions of Approval.

A.4. Payment of applicable fees. The applicant shall pay all applicable fees for the project, including, but not limited to, development impact fees, building permit fees, plan check fees, grading permit fees, encroachment permit fees, inspection fees, school fees, or any other City or other agency fees or deposits that may be applicable to the project.

A.5. Compliance with laws. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to:

- the Planning and Zoning Law (Government Code sections 65000, et seq.)
- the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and
- the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 1500, et seq., "CEQA Guidelines").

A.6. Compliance with City regulations. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all City regulations, including, but not limited to, the Tracy Municipal Code (TMC), Standard Plans, and Design Goals and Standards.

A.7. Protest of fees, dedications, reservations, or other exactions. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) has begun on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.

B. Development Services, Planning Division Conditions

Contact: Kimberly Matlock (209) 831-6430 kimberly.matlock@ci.tracy.ca.us

B.1. Separate Lots. Before the approval of a building permit, the applicant shall do either of the following to address the parking areas that are currently located on separate lots.

B.1.1. Lot Line Adjustment. North parking area: The applicant shall cause a lot line adjustment to be recorded on Assessor's Parcel Numbers 233-083-27 & 233-076-05 to eliminate the property line between the lots. The resulting parcel shall be one lot, and a copy of such recording shall be submitted to the Development Services Director prior to issuance of a building permit.
South parking area: The applicant shall cause a lot line adjustment to be recorded on Assessor's Parcel Numbers 233-084-03, 233-084-05, 233-084-06, 233-084-12 to eliminate the property line between the lots. The resulting parcel shall be one lot, and a copy of such recording shall be submitted to the Development Services Department prior to issuance of a building permit.

B.1.2. Separate Lot Recording. The applicant shall cause a reciprocal access and parking recordation on Assessor's Parcel Numbers 233-083-27, 233-076-05,

233-084-03, 233-084-05, 233-084-06, 233-084-12 in accordance with TMC Section 10.08.3460(g). Said recordation shall provide for pedestrian and vehicular traffic to travel unimpeded throughout the parking areas and shall provide for the maintenance of the parking area so long as the building is maintained. Said recordation shall be reviewed by the City prior to recordation with the County Recorder and shall contain measures to prevent its change or removal without prior written City approval. A copy of said recordation shall be submitted to the Development Services Department prior to issuance of a building permit.

B.2. Landscaping. Before the approval of a building permit, the applicant shall provide detailed landscape and irrigation plans consistent with the following to the satisfaction of the Development Services Director:

B.2.1. Said plans shall be in compliance with the landscaping requirements set forth in the TMC Off-Street Parking ordinance.

B.2.2. Said plans shall demonstrate that no less than 40% of both parking areas are shaded in canopy tree coverage at tree maturity. Shade trees shall achieve a minimum canopy diameter of 25 feet at maturity.

B.2.3. Said plans shall include a planting legend indicating, at minimum, the quantity, planting size, and height and width at maturity. Trees shall be a minimum of 24" box size, shrubs shall be a minimum size of 5 gallon, and vines and groundcover shall be a minimum size of 1 gallon.

B.2.4. Two additional shade trees shall be planted on either side of the handicap parking area to the west of the building.

B.2.5. Screen trees along the eastern property line on the north lot shall be tall, fast-growing, evergreen trees of 36" box size at planting.

B.2.6. The largest existing Valley Oak tree shall be preserved and replanted at the southwest corner of the north lot. It shall be appropriately supported after replanting, and the supports shall be anchored onsite and may not encroach onto the public right-of-way.

B.2.6.a. Should the Valley Oak tree not survive the replanting, a new 48" box sized Valley Oak shall be planted in its place.

B.2.7. The perimeter landscape areas adjacent to angled parking stalls shall be extended to create planters at the front of every parking stall.

B.2.8. Planters adjacent to non-handicap parking stalls shall be extended into the parking stall such that two feet of the minimum parking stall length overhangs into the landscape planter. This parking stall overhang may not be double-counted toward other parking area minimum landscape requirements.

B.2.9. Before the issuance of a building permit, the applicant shall execute an Agreement for Maintenance of Landscape and Irrigation Improvements and submit financial security to the Development and Engineering Services Department. The Agreement shall ensure maintenance of the on-site landscape and irrigation improvements for a period of two years. Said security shall be equal to the actual material and labor costs for installation of the on-site landscape and irrigation improvements or $2.50 per square foot of on-site landscape area.

B.3. Parking.

B.3.1. Before the approval of a building permit, the applicant shall submit detailed plans that demonstrate all parking stalls dimensioned in accordance with City Standard Plan 154.

B.3.2. Before the approval of a building permit, the applicant shall submit plans and details that demonstrate 12-inch wide concrete curbs along the perimeter of landscape planters where such planters are parallel and adjacent to vehicular parking spaces to provide access to vehicles without stepping into the landscape planters.

B.1.1. No wheel stops shall be used as a method of protection for light standards. Light standards shall be installed within landscape planters protected by concrete curbs.

B.4. Screening utilities and equipment.

B.4.1. Before the approval of a building permit, the applicant shall submit plans for the design of the trash and recycling enclosure located outside of the Public Utility Easement. The enclosure shall architecturally match the main building to the satisfaction of the Development Services Director and shall be large enough to accommodate both trash and recycling bins. The walls shall be seven feet or greater in height to fully screen the height of the bins, and the door shall be constructed of a solid metal door attached to posts which are attached to the walls.

B.4.2. Before final inspection or certificate of occupancy, all roof-mounted and/or through-roof equipment, including, but not limited to, HVAC units, vents, fans, antennas, sky lights and dishes, whether proposed as part of this application, potential future equipment, or any portion thereof, shall be located within the equipment well and fully screened from view from any public right-of-way to the satisfaction of the Development Services Director.

B.4.3. Before final inspection or certificate of occupancy, all PG&E transformers, phone company boxes, Fire Department connections, backflow preventers, irrigation controllers, and other on-site utilities, shall be vaulted or screened from any public right-of-way behind structures or landscaping to the satisfaction of the Development Services Director.

B.4.4. Before approval of a building permit, the applicant shall submit plans that demonstrate the PG&E transformer on the northern lot located further behind the screen wall to better screen it from view.

B.4.5. Before final inspection or certificate of occupancy, all vents, gutters, downspouts, flashing, and electrical conduits shall be internal to the structures and other wall-mounted or building-attached utilities and bollards shall be painted to match the color of the adjacent surfaces or otherwise designed in harmony with the building exterior to the satisfaction of the Development Services Director.

B.5. Walls and Fencing.

B.5.1. Before the approval of a building permit, the applicant shall submit detailed plans for the landscape walls. Landscape walls shall be designed to be architecturally complementary with the main building to the satisfaction of the Development Services Director.

B.5.2. Before final approval or certificate of occupancy, the masonry walls on the perimeters of the parking areas shall be coated with an anti-graffiti coat.

B.5.3. No chain link, barbed wire or razor wire is permitted to be used anywhere on site.

B.6. Lighting.

B.6.1 Before the approval of a building permit, the applicant shall submit detailed plans that demonstrate a minimum of one foot candle throughout the parking area.

B.6.2. Before the approval of a building permit, the applicant shall submit detailed plans that demonstrate lighting fixtures adjacent to residential zones shall be of bollard design or flat-mounted to the masonry screen wall such that no fixture is taller than 8 feet above the parking lot grade to the satisfaction of the Development Services Director.

B.6.3. Before final approval or certificate of occupancy, all exterior and parking area lighting shall be directed downward or shielded to prevent glare or spray of light onto any adjacent private property to the satisfaction of the Development Services Director.

C. Development Services Department, Engineering Division Conditions

Contact: Criseldo Mina (209) 831-6425 cris.mina@ci.tracy.ca.us

C.1. Grading Permit

The City will not accept grading permit application for the Project as complete until the Developer has provided all relevant documents related to said grading permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

C.1.1. Grading and Drainage Plans prepared on a 24" x 36" size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil Engineer.

C.1.2. Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

C.1.3. Three (3) sets of the Storm Water Pollution Prevention Plan (SWPPP) for the Project with a copy of the Notice of Intent (NOI) submitted to the State Water Quality Control Board (SWQCB) and any relevant documentation or written approvals from the SWQCB, including the Wastewater Discharge Identification Number (WDID#).

C.1.3.a. After the completion of the Project, the Developer is responsible for filing the Notice of Termination (NOT) required by SWQCB. The Developer shall provide the City with a copy of the completed Notice of Termination.

C.1.3.b. The cost of preparing the SWPPP, NOI and NOT, including the filing fee of the NOI and NOT, shall be paid by the Developer.

C.1.3.c. The Developer shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the applicable provisions of the City's Storm Water Management Program.

C.1.4. Three (3) sets of the Storm Water Quality Control Plan and Low Impact Development (LID) for the project as required in Condition C.3.1.b (i) below.

C.1.5. Two (2) sets of the Project's Geotechnical Report signed and stamped by a licensed Geotechnical Engineer licensed to practice in the State of California, as required in Condition C.3.1.a (i) below. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, percolation rate, and elevation of the highest observed groundwater level.

C.1.6. Two (2) sets of tree removal and relocation plan including an Arborist report as required in Condition C.3.4 below.

C.1.7. A copy of the approved Fugitive Dust and Emissions Control Plan that meets San Joaquin Valley Air Pollution Control District (SJVAPCD)

C.1.8. Documentation of any necessary authorizations from Regional Water Quality Control Board (RWQCB)

C.1.9. Two (2) sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system and for determining the size of the project's storm drainage connection, as required in Conditions C.3.1.b (iv) below.

C.2. <u>Encroachment Permit</u>

No application for encroachment permit will be accepted by the City as complete until the Developer provides all relevant documents related to said encroachment permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

C.2.1. Improvement Plans prepared on a 24" x 36" size 4-mil thick polyester film (Mylar) and these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical, Structural Engineers, and Registered Landscape Architect for the relevant work.

C.2.2 Two (2) sets of structural calculations signed and stamped by a Structural Engineer licensed in the State of California, as required in Condition C.3.1.a (ii), below.

C.2.3. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

C.2.4. If required, a signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA. The Developer's obligations in the OIA shall be deemed to be

satisfied upon City Council's acceptance of the public improvements and release of the Improvement Security.

C.2.5. Check payment for the applicable of engineering review fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the fee rate adopted by the City Council on April 15, 2014, per Resolution 2014-059.

C.2.6. Traffic Control Plan signed and stamped by a Registered Traffic Engineer and Tracy's Fire Marshall's signature on the Utility Improvement Plans indicating their approval for the Project's fire service connection and fire and emergency vehicle access. The written approval from the Fire Department required in this section shall be obtained by the Developer, prior to City Engineer's signature on the improvement plans.

C.3. Improvement Plans

Improvement Plans shall contain the design, construction details and specifications of public improvements that is/are necessary to serve the Project. The Improvement Plans shall be drawn on a 24" x 36" size 4-mil thick polyester film (Mylar) and shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work. The Improvement Plans shall be completed to comply with City Regulations, these Conditions of Approval, and the following requirements:

C.3.1. Grading and Storm Drainage Plans

C.3.1.a. Site Grading

(i) Include all proposed erosion control methods and construction details to be employed and specify materials to be used. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Geotechnical Engineer. A copy of the Project's Geotechnical Report must be submitted with the Grading and Storm Drainage Plans.

(ii) When the grade differential between the Project Site and adjacent property(s) exceeds 12 inches, a reinforced or masonry block, or engineered retaining wall is required for retaining soil. The Grading Plan shall show construction detail(s) of the retaining wall or masonry wall. The entire retaining wall and footing shall be constructed within the Project Site. A structural calculation shall be submitted with the Grading and Storm Drainage Plans.

(iii) An engineered fill may be accepted as a substitute of a retaining wall, if the grade differential is less than 2 feet and subject to approval by the City Engineer. The Grading and Storm Drainage Plans must show the extent of the slope easement(s). The Developer shall be responsible for obtaining permission from owner(s) of the adjacent and affected property(s). The slope easement must be recorded, prior to the issuance of the final building certificate of occupancy.

(iv) Site grading shall be designed such that the Project's storm water can surface drain directly to a public street that has a functional storm drainage system with adequate capacity to drain storm water from the Project Site, in the event that the on-site storm drainage system fails or it is clogged. The storm drainage release point is recommended to be at least 0.70 foot lower than the building finish floor elevation and shall be improved to the satisfaction of the City Engineer.

C.3.1.b. Storm Drainage

(i) The design and construction details of the Project's storm drainage connection shall meet City Regulations and shall comply with the applicable requirements of the City's Storm Water Quality Control Standards and Storm Water Regulations that were adopted by the City Council in 2008 and any subsequent amendments.

(ii) The Developer shall design appropriate treatment device to mitigate post development flows by using infiltration/treatment into underlying soil (bio-swales) and detention basins or water storage systems (underground vault/tanks) with metering drainage structure(s) to control release of post development flow for a limited period of time in accordance with the City Storm Water Quality Control Standards.

(iii) The Developer shall be responsible for the yearly maintenance of the bio-swales, detention basin or water storage systems and the metering drainage structure(s).

(iv) The Developer shall design and install the Project's permanent drainage connection(s) to the City's existing storm drainage facilities located on Eaton and Bessie Avenues per City Regulations and as approved by the City Engineer. Storm drainage calculations for the sizing of the on-site storm drainage system must be submitted with the Improvement Plans.

(v) Prior to the final inspection of the first building to be constructed on the Property, the Developer shall submit a signed and notarized Stormwater Treatment Facilities Maintenance Agreement (STFMA) as a guarantee for the performance of Developer's responsibility towards the repair and maintenance of on-site storm water treatment and storage facilities.

C.3.2. <u>Improvement Plans</u>

C.3.2.a All costs associated with the installation of the Project's water and wastewater connection(s) including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping, relocating existing utilities that may be in conflict with the

water and wastewater connection(s), and other improvements shall be paid by the Developer.

C.3.2.b If water main shut down is necessary, the City will allow a maximum of 4 hours water supply shutdown. The Developer shall be responsible for notifying residents or business owner(s), regarding the water main shutdown. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business owner(s) at least 72 hours before the water main shutdown. Prior to starting the work described in this section, the Developer shall submit a Water Shutdown Plan and Traffic Control Plan to be used during the installation for approval by the City.

C.3.2.c. Domestic and Irrigation Water Services: The Developer shall design and install domestic and irrigation water service connection, including a remote-read master water meter (the water meter to be located within City's right-of-way) and a Reduced Pressure Type back-flow protection device in accordance with City Regulations. The domestic and irrigation water service connection(s) must be completed before the final inspection of the building. The City shall maintain water lines from the water meter to the point of connection with the water distribution main (inclusive) only. Repair and maintenance of all on-site water lines, laterals, sub-meters, valves, fittings, fire hydrant and appurtenances shall be the responsibility of the Developer.

C.3.2.d. Fire Service Line: The Developer shall design and install fire hydrants at the locations approved by the City's Fire Safety Officer and Chief Building Official. Prior to the approval of the Improvement Plans, the Developer shall obtain written approval from the City's Fire Safety Officer and Chief Building Official, for the design, location and construction details of the fire service connection to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.

C.3.2.e. On-site Sewer Line: The Developer shall design and construct all on-site sewer improvements in accordance with the City's Design Standards and Standard Specifications. The on-site gravity sewer line shall terminate in a standard sanitary sewer manhole on existing 12" sewer line along Bessie Avenue or the existing 8" sewer line along Eaton Avenue with standard cleanout/manhole near the property line. The Developer is responsible for repairing and maintaining the on-site sewer system up to the sewer cleanout / manhole at the property line.

C.3.2.d. Trash Enclosure: The Developer shall design and construct trash enclosure in accordance with the City Code requirements. The trash enclosure shall not be located within any drainage and utility easement area.

C.3.3. <u>Street Improvements</u>

C.3.3.a. Improvements on Eaton and Bessie Avenues: The Developer shall design and install improvements on Eaton and Bessie Avenues which shall include re-construction of the Eaton and Bessie Avenues intersection, installation of new colored concrete pad as pedestrian crosswalks, replacement of damaged or disturbed curb, gutter and sidewalk, installation of driveways, storm drains, manholes and other improvements as determined by the City Engineer. In addition, the Developer shall overlay street pavement for all utility trench cuts as required in Condition C.3.6 below. All cost of the intersection improvements shall be borne by the Developer.

C.3.3.b. All roadway improvements described in these Conditions of Approval must be designed and constructed by the Developer to meet the applicable requirements of the latest edition of the California Department of Transportation Highway Design Manual (HDM) and the California Manual of Uniform Traffic Control Devices (MUTCD), all applicable City Regulations, and these Conditions of Approval, prior to final inspection of the first building to be constructed within the Property.

C.3.3.c. Project Driveways: To obtain project access from the existing roadways (Eaton Avenue and Bessie Avenue); the Project will construct three new driveways as indicated on the Project Site Plan.

C.3.3.d The Bessie and Eaton Avenues intersection may be modified to include colored decorative concrete crosswalks, constructed per City standard, and the colored decorative concrete improvements shall be installed only for pedestrian crosswalks and not affect the center of the roadway intersection to the satisfaction of the City Engineer.

C.3.4. <u>Tree Relocation and Removal Plan</u>

The Developer must submit tree relocation and removal plan for City review and approval. The plan shall identify the location of any existing and proposed drainage bio-swales, underground drainage structures, underground utilities (power, telephone, cable TV, sewer, water, storm drainage gas, etc.). The plan shall include design details for protecting street improvements adjacent to the excavation areas, shoring and bracing, dewatering and relocation or modifications to existing facilities (if required). Any public improvements damaged or altered due to the operations involved in relocation of the tree(s) shall be replaced to original or better condition as directed by the City at Developer's cost.

C.3.5. <u>Traffic Control Plan</u>

The Developer shall submit a Traffic Control Plan, to show the method and type of construction signs to be used for regulating traffic at the work areas along Eaton and Bessie Avenues, and/or Beverly Avenue. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California.

C.3.6. Joint Utility Trench Plans

Developer shall prepare joint trench plans in compliance with utility companies' requirements and City regulations, and obtain approval of the plans. All private utility services to serve Project such as electric, telephone and cable TV to the building must be installed underground, and to be installed at the location approved by the respective owner(s) of the utilities.

C.3.7. Pavement cuts or utility trench(s) on existing street(s) for the installation of water distribution main, storm drain, sewer line, electric, gas, cable TV, and telephone will require the application of 2" asphalt concrete overlay and replacement of pavement striping and marking that are disturbed during construction. The limits of asphalt concrete overlay shall be 25 feet from both sides of the trench, and shall extend over the entire width of the adjacent travel lane(s) if pavement excavation encroaches to the adjacent travel lane or up to the street centerline or the median curb. If the utility trench extends beyond the street centerline, the asphalt concrete overlay shall be applied over the entire width of the street (to the lip of gutter or edge of pavement, whichever applies).

C.4. Building Permit

No building permit will be approved by the City until the Developer demonstrates, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

C.4.1 Payment of the Master Plan Fees for Citywide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park adopted by the City Council on January 7, 2014, per Resolution 2014-010, as required by these Conditions of Approval.

C.4.2. Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC, and these Conditions of Approval.

C.4.3. Payment of the Agricultural Conversion or Mitigation Fee as required in Chapter 13.28 of the TMC, and these Conditions of Approval.

C.4.4. Payment of the Regional Transportation Impact Fees (RTIF) as required in Chapter 13.32 of the TMC, and these Conditions of Approval.

C.5. Acceptance of Public Improvements

Public improvements will not be accepted by the City Council until after the Developer completes construction of the relevant public improvements, and also demonstrates to the City Engineer satisfactory completion of the following:

C.5.1. Correction of all items listed in the deficiency report prepared by the assigned Engineering Inspector relating to public improvements subject to City Council's acceptance.

C.5.2. Certified "As-Built" Improvement Plans (or Record Drawings). Upon completion of the construction by the Developer, the City shall temporarily release the originals of the Improvement Plans to the Developer so that the Developer will be able to document revisions to show the "As Built" configuration of all improvements.

C.6. Temporary or Final Building Certificate of Occupancy

No Temporary or Final Building Certificate of Occupancy will be issued by the City until after the Developer provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that:

C.6.1. The Developer has satisfied all the requirements set forth in Condition C.5, above.

C.6.2. The Developer has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Developer shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to serve the Project, and the Developer shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.7. Improvement Security

The Developer shall provide improvement security for all public facilities, as required by the OIA, DIA, and these Conditions of Approval. The form of the improvement security may be a surety bond, letter of credit or other form in accordance with section 12.36.080 of the TMC. The amount of improvement security shall be as follows:

C.7.1. Faithful Performance (100% of the estimated cost of constructing the public facilities),

C.7.2. Labor & Materials (100% of the estimated cost of constructing the public facilities), and

C.7.3. Warranty (10% of the estimated cost of constructing the public facilities)

C.8. Release of Improvement Security

Improvement Security(s) described herein shall be released to the Developer after City Council's acceptance of public improvements, and after the Developer demonstrates, to the satisfaction of the City Engineer, compliance of these Conditions of Approval, and completion of the following:

C.8.1. Improvement Security for Faithful Performance, Labor & Materials, and Warranty shall be released to the Developer in accordance with Section 12.36.080 of the TMC.

C.8.2. Written request from the Developer and a copy of the recorded Notice of Completion.

C.9. Special Conditions

C.9.1. All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with City Regulations, and City's Design documents including the City's Facilities Master Plan for storm drainage, roadway, wastewater and water adopted by the City, or as otherwise specifically approved by the City.

C.9.2 All existing on-site wells, if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. The Developer shall be responsible for all costs associated with the abandonment or removal of the existing well(s) including the cost of permit(s) and inspection. The Developer shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit.

C.9.3 Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or other public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the Grading Permit, Encroachment Permit, Building Permit, Improvement Plans, and; OIA, if the City Engineer finds it necessary due to public health and safety reasons and it is in the best interest of the City. The Developer shall bear all the cost for the design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

D. Development Services Department, Building and Fire Safety Division Conditions

Contact: Kevin Jorgensen (209) 831-6415 kevin.jorgensen@ci.tracy.ca.us

D.1. Accessibility.

D.1.1. Prior to issuance of a building permit, applicant shall provide detailed plans that demonstrate that all site features are accessible and/or on an accessible path of travel per the 2013 California Building Code.

D.1.2. Prior to issuance of a building permit, applicant shall provide detailed plans that demonstrate that ten percent minimum of both patient and visitor parking spaces provided to service buildings for outpatient clinical services of a hospital are accessible per the 2013 California Building Code.

D.1.3. Prior to issuance of a building permit, applicant shall provide detailed plans that demonstrate that twenty percent minimum of both patient and visitor parking spaces provided to serve rehabilitation facilities specializing in treating conditions

that affect mobility and outpatient physical therapy facilities are accessible per the 2013 California Building Code.

D.2. Radio Amplification. Before issuance of a building permit, applicant shall provide detailed plans and specifications that demonstrate the installation of a radio amplification system for both the Fire Department and the Police Department radio frequencies to provide radio coverage per the 2013 California Fire Code.

D.3. Fire Prevention Systems. Before the issuance of a building permit, applicant shall provide detailed plans and specifications for both a fire alarm system and an automatic sprinkler system per the 2013 California Fire Code and Tracy Municipal Code.

D.4. Fire hydrants. Before the issuance of a building permit, applicant shall provide detailed plans to ensure both aerial access to the building and a fire hydrant system for the building with hydrants located outside the collapse zone of the building per the 2013 California Fire Code.

D.5. Fire Lane Clearance. Before issuance of building permit, applicant shall provide detailed information that demonstrates that trees to be planted adjacent to fire lanes are the type that will not grow into the fire lane and obstruct both the necessary width and height of the fire apparatus access lane per the 2013 California Fire Code.

E. Utilities Department, Water Resources Division Conditions

Contact: Stephanie Hiestand (209) 831-4333 stephanie.hiestand@ci.tracy.ca.us

E.1. Stormwater Quality. Before the approval of a grading or building permit, the applicant shall demonstrate compliance with the Manual of Stormwater Quality Control Standards adopted July 1, 2008, obtain approval of the Project Stormwater Quality Control Plan by the Water Resources Division, and sign a maintenance agreement in accordance with the Manual of Stormwater Quality Control Standards to the satisfaction of the Utilities Director.

E.2. Compliance with Codes. Before the approval of a grading or building permit, the applicant shall demonstrate compliance with Tracy Municipal Code Chapter 11.28 Water Management and California Green Building Standards Code Chapter 5 for Non-Residential occupancies. A Stormwater Pollution Prevention Plan (SWPPP) and WDID number will be required prior to a grading permit issuance.

E.3. Landscape plans. Before the approval of a building permit, the applicant shall submit detailed landscape and irrigation plans that demonstrate compliance with the Department of Water Resources' Water Efficient Landscape Ordinance to the satisfaction of the Utilities Director.

F. Public Works Department, Parks, Sports Fields & Trees Division Conditions

Contact: Don Scholl (209) 831-6360 don.scholl@ci.tracy.ca.us

F.1. Street Trees. Before the approval of an improvement plan, the applicant shall submit detailed plans for the proposed street tree species for approval by the Public Works Director. Said plans shall also show all street trees that are proposed to be removed. Such tree wills shall be filled in with concrete to the satisfaction of the Public Works Director.

F.2. Chinese Hackberry Trees. Chinese Hackberry trees shall not be planted onsite or in the public right-of-way.

February 3, 2015

AGENDA ITEM 4

REQUEST

RECEIVE AND ACCEPT THE CITY MANAGER'S QUARTERLY REPORT

EXECUTIVE SUMMARY

This agenda item will update the Council on newsworthy events.

DISCUSSION

The City Manager will provide Council with a quarterly report on various items, including upcoming special events, status on key projects, or other items of interest in an effort to keep Council, staff, and residents abreast of newsworthy events.

STRATEGIC PLAN

This agenda item does not relate to the Council's strategic plans.

FISCAL IMPACT

There is no fiscal impact with this item.

RECOMMENDATION

That Council receive and accept the City Manager's quarterly report.

Prepared, Reviewed and Approved by: Troy Brown

February 3, 2015

AGENDA ITEM 6.A

REQUEST

APPOINTMENT OF CITY COUNCIL SUBCOMMITTEE TO INTERVIEW APPLICANTS FOR A VACANCY ON THE MEASURE E RESIDENTS' OVERSIGHT COMMITTEE

EXECUTIVE SUMMARY

Request appointment of subcommittee to interview applicants to fill a vacancy on the Measure E Residents' Oversight Committee.

DISCUSSION

On January 6, 2015, Teresa Kandes resigned from the Measure E Residents' Oversight Committee. The vacancy has been advertised and the recruitment closed on January 29, 2015. The City Clerk's office received two applications. As stated in Resolution 2004-152, in the event there are not two or more applicants than vacancies on any board, commission or committee, the filing deadline may be extended.

In accordance with Resolution 2004-152, a two-member subcommittee needs to be appointed to interview the applicants once the recruitment ends, and make a recommendation to the full Council.

STRATEGIC PLAN

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

FISCAL IMPACT

None.

RECOMMENDATION

That Council appoint a two-member subcommittee to interview applicants to fill a vacancy on the Measure E Residents' Oversight Committee.

Prepared by: Adrianne Richardson, Deputy City Clerk

Reviewed by: Nora Pimentel, City Clerk
Maria A. Hurtado, Assistant City Manager

Approved by: Troy Brown, City Manager

ATTACHMENT A: Resolution 2004-152

RESOLUTION 2004-152

REVISING RESOLUTION NO. 2004-089 ESTABLISHING THE COUNCIL SELECTION PROCESS, AND DEFINING RESIDENCY REQUIREMENTS, FOR APPOINTEE BODIES (GOVERNMENT CODE §54970 ET SEQ. LOCAL APPOINTEE OFFICERS)

WHEREAS, Council Policy D-5 was adopted by Resolution 2002-434 on October 15, 2002, which established a selection process for appointee bodies, and

WHEREAS, A variety of terms are used to define residency for the purposes of eligibility for appointment to various Appointee bodies and a method to verify residency has not been established, and

WHEREAS, Council wishes to define the terms and identify methods by which to verify residency and to incorporate those definitions into the selection process, and

WHEREAS, The definitions established herein shall apply to all boards and commissions to which the City Council appoints members unless the Bylaws of the board or commission specifically define otherwise, and

WHEREAS, Revisions to Resolution No. 2004-089 were considered and approved by the City Council on May 18, 2004 as set forth below.

NOW, THEREFORE, the Tracy City Council hereby resolves as follows:

A. SELECTION PROCESS FOR APPOINTEE BODIES:

1. On or before December 31st of each year, the clerk shall prepare an appointment list of all regular and ongoing boards, commissions and committees that are appointed by the City Council of the City of Tracy. The list shall contain the following information:

   a. A list of all appointee terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of the appointment, the date the term expires and the necessary qualifications for the position.

   b. A list of all boards, commissions and committees whose members serve at the pleasure of the Council and the necessary qualifications of each position.

   c. The list of appointments shall be made available to the public for a reasonable fee that shall not exceed actual cost of production. The Tracy Public Library shall receive a copy of the list.

2. Whenever a vacancy occurs in any board, commission or committee, whether due to expiration of an appointee's term, resignation, death, termination or other causes, a special notice shall be posted in the office of the City Clerk, The Tracy Public Library, the City website, and in other places as directed within twenty (20) days after the vacancy occurs. Final

appointment to the board, commission or committee shall not be made by the City Council for at least ten (10) working days after the posting of the notice in the Clerk's office. If Council finds an emergency exists, the Council may fill the unscheduled vacancy immediately.

3. Appointments shall be made for the remainder of the term created by the vacancy except as follows:

   a. If appointee will fill an un-expired term with six months or less remaining, the appointment shall be deemed to be for the new term.

   b. If the vacancy is filled by an emergency appointment the appointee shall serve only on an acting basis until the final appointment is made pursuant to section 3.

4. The council shall use the following selection process to provide an equal opportunity for appointment to a board, commission or committee:

   a. Mayor (or designee) and a selected Council member will review applications, interview applicants and recommend a candidate for appointment to the board, commission or committee.

   b. If the interview subcommittee determines there are multiple qualified candidates, the subcommittee can recommend the Council establish an eligibility list that can be used to fill vacancies that occur in the following twelve (12) months.

   c. At the interview subcommittee's discretion, the chair (or designee) of the board, committee or commission for which a member will be appointed, can participate in the interviews.

5. In the event there are not two or more applicants than vacancies on any board, commission or committee, the filing deadline may be extended by staff.

6. An individual already serving on a City of Tracy board, committee or commission may not be appointed to serve on an additional City of Tracy board, committee, or commission concurrently.

B. DEFINITION OF RESIDENCY REQUIREMENTS:

1. The following definitions shall be used to determine whether residency requirements are met for boards and commissions to which the Tracy City Council appoints members:

   a. Tracy Planning Area means the geographical area defined in the City of Tracy General Plan and any amendments thereto.

   b. City of Tracy means within the city limits of the City of Tracy.

c. Citizen means a resident of the City of Tracy.

d. Tracy School District means the geographical area served by the Tracy Unified School District.

e. Sphere of Influence shall be the geographical area approved by the Local Agency Formation Commission (LAFCo) of San Joaquin County and any amendments thereto.

2. Residency, as defined above and as set forth in the applicable bylaws for each board or commission, shall be verified annually by the City Clerk. The residency must be verifiable by any of the following means:

a. Voter registration,

b. Current California Driver's License or Identification,

c. Utility bill information (phone, water, cable, etc.),

d. Federal or State tax returns.

3. Members of boards or commissions shall notify the City Clerk in writing within thirty (30) days of any change in residency. If the change in residency results in the board member or commissioner no longer meeting the residency requirements, the member shall tender their resignation to the City Clerk who shall forward it to the City Council.

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The foregoing Resolution 2004-152 was passed and adopted by the Tracy City Council on the 18th day of May, 2004, by the following vote:

AYES: COUNCIL MEMBERS: HUFFMAN, IVES, TOLBERT, TUCKER, BILBREY

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

ABSTAIN: COUNCIL MEMBERS: NONE

Mayor

ATTEST:

City Clerk

ca:dec:general:Policy- Select, Appoint, Residency (Reso rev. 5-18-04)