City of Santa Clara

Meeting Agenda

Council and Authorities Concurrent Meeting

Tuesday, November 19, 2024 **5:00 PM**

Hybrid Meeting
City Hall Council
Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

The City of Santa Clara is conducting City Council meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

- Via Zoom:
  - https://santaclaraca.zoom.us/j/99706759306
    Meeting ID: 997-0675-9306
  - Phone 1(669) 900-6833

How to Submit Written Public Comment Before City Council Meeting:
1. Use the eComment tab located on the City Council Agenda page https://santaclara.legistar.com/Calendar.aspx). eComments are directly sent to the iLegislate application used by City Council and staff, and become part of the public record. eComment closes 15 minutes before the start of a meeting.
2. By email to clerk@santaclaraca.gov by 12 p.m. the day of the meeting. Those emails will be forwarded to the Council and will be uploaded to the City Council Agenda as supplemental meeting material. Emails received after the 12 p.m. cutoff time up through the end of the meeting will form part of the meeting record. Please identify the Agenda Item Number in the subject line of your email. NOTE: Please note eComments and Emails received as public comment will not be read aloud during the meeting.

Agendas, Staff Reports and some associated documents for City Council items may be viewed on the Internet at https://santaclara.legistar.com/Calendar.aspx

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the Office of the City Clerk at Santa Clara City Hall, 1500 Warburton Avenue, Santa Clara, CA 95050 at the same time that the public records are distributed or made available to the legislative body. Any draft contracts, ordinances and resolutions posted on the Internet site or distributed in advance of the Council meeting may not be the final documents approved by the City Council. For the final document, you may contact the Office of the City Clerk at (408) 615-2220 or Clerk@santaclaraca.gov.

Closed Session - 5:00 PM | Regular Meeting - 7:00 PM

5:00 PM CLOSED SESSION

Call to Order in the Council Chambers

Confirmation of Quorum

1.A **24-1004** Conference with Labor Negotiators (CC)
Pursuant to Gov. Code § 54957.6

City representatives: Jovan D. Grogan, Nadine Nader, Aracely Azevedo, Marco Mercado, Charles Sakai, Glen R. Googins

Employee Organization(s):
Unit # 6 - AFSCME Local 101 (American Federal of State, County and Municipal Employees)

1.B **24-853** Conference with Real Property Negotiators (CC) - Mathews Property
Pursuant to Gov. Code § 54956.8

Property: 525 Mathew Street, Santa Clara CA 95050 (APN 230-03-090)

City Negotiator: Jovan D. Grogan, City Manage (or designee)

Negotiating Parties: City of Santa Clara (Buyer) and Grief Inc. (Seller)

Under Negotiation: Purchase of Real Property (price and terms of payment)

1.C **24-1171** Public Employee Performance Evaluation (CC)
Pursuant to Government Code § 54957(b)(1)
(Continued from November 12, 2024)

Title: City Attorney

Public Comment

The public may provide comments regarding the Closed Session item(s) just prior to the Council beginning the Closed Session. Closed Sessions are not open to the public.

Convene to Closed Session (Council Conference Room)

7:00 PM JOINT CITY COUNCIL/STADIUM AUTHORITY BOARD MEETING

Call to Order in the Council Chambers

Pledge of Allegiance and Statement of Values

Roll Call

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

SPECIAL ORDER OF BUSINESS

2.A **24-568** Proclamation of November 2024 as Native American Heritage Month

2.B **24-1063** Proclamation of Nurse Practitioner Week from November 10 to November 16, 2024

CONSENT CALENDAR

[Items listed on the CONSENT CALENDAR are considered routine and will be adopted by one motion. There will be no separate discussion of the items on the CONSENT CALENDAR unless discussion is requested by a member of the Council, staff, or public. If so requested, that item will be removed from the CONSENT CALENDAR and considered under CONSENT ITEMS PULLED FOR DISCUSSION.]

3.A **24-1174** Action on the September 10, 2024 Joint Council and Authorities Concurrent & Stadium Authority Meeting Minutes, September 24, 2024 Joint Council and Authorities Concurrent & Stadium Authority Meeting Minutes, October 21, 2024 Special City Council Meeting Minutes, October 22, 2024 Joint Council and Authorities Concurrent & Stadium Authority Meeting Minutes.

Recommendation: Approve the meeting minutes of:
September 10, 2024 Joint Council and Authorities Concurrent & Stadium Authority Meeting,
September 24, 2024 Joint Council and Authorities Concurrent & Stadium Authority Meeting,
October 21, 2024 Special City Council Meeting,
October 22, 2024 Joint Council and Authorities Concurrent & Stadium Authority Meeting.

3.B **24-21** Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:

Cultural Commission - October 7, 2024
Planning Commission - October 23, 2024
Board of Library Trustees - September 16, 2024
Board of Library Trustees - October 7, 2024
Bicycle and Pedestrian Advisory Committee - August 26, 2024

3.C **24-1074** Action on City Bills and Claims Report for the period September 21, 2024 - October 18, 2024

Recommendation: Approve the list of Bills and Claims for September 21, 2024 - October 18, 2024.

3.D **24-1057** Action Authorizing the City Manager to Negotiate and Execute Agreement(s) with Vendor(s) for the Purchase of Capacitor Banks with Reactor Switching Devices, Protection and Control Panels, Insulators, and Surge Arresters to be Funded by the Electric Utility Capital Fund

Recommendation:

1. Subject to compliance with Chapter 2.105 of the City Code, review and approval as to form by the City Attorney, and appropriation of funds, authorize the City Manager or designee to negotiate and execute agreement(s) or purchase order(s) with vendors for Capacitor Banks with Reactive Switching Devices, Protection and Control Panels, Insulators, and Surge Arrestors, subject to a total maximum aggregate compensation amount of $11,000,000, plus a fifteen percent (15%) contingency ($1,650,000) for a maximum compensation amount of $12,650,000; and
2. Authorize the City Manager or designee to (a) take any actions as necessary to implement and administer the agreement(s) and/or purchase order(s), and (b) negotiate and execute amendments to the Agreement(s) for (i) design changes, (ii) any unanticipated issues, (iii) extensions of the term, or (iv) the purchase of additional Capacitor Banks with Reactive Switching Devices, Protection and Control Panels, Insulators and Surge Arresters, subject to the above maximum compensation limit and review and approval as to form by the City Attorney.

3.E **24-1112** Authorize the City Manager to execute the Side Letter Agreement between the City of Santa Clara and the Public Safety Non-Sworn Employees Association (Unit 10) that provides a pilot program for training pay for Senior Public Safety Dispatchers who are assigned to train newly hired lateral Public Safety Dispatchers.

Recommendation: Authorize the City Manager to execute the Side Letter Agreement between the City of Santa Clara and the Public Safety Non-Sworn Employees Association (Unit 10) that provides a pilot program for a training pay for Senior Public Safety who are assigned to train newly hired lateral Public Safety Dispatchers on the terms presented and in a final form approved by the City Attorney.

3.F **24-1094** Action on the Services Agreement with Bay Pro for Landscaping Services at Water and Sewer Utilities facilities, with a Maximum Compensation Amount of $410,000

Recommendation:

1. Determine the proposed actions are exempt from CEQA pursuant to Section 15301 (Class 1 -Existing Facilities) and of Title 14 of the California Code of Regulations;
2. Authorize the City Manager or designee to negotiate and execute an agreement with Bay Pro (Agreement) to provide for landscaping services at water wells, storage tanks, and sewer pump/lift station sites for up to five years, with a maximum compensation of $410,000, subject to the approval as to form by the City Attorney; and
3. Authorize the City Manager or designee to take any actions as necessary to implement and administer the Agreement and to negotiate and execute amendments to the Agreement to (a) increase the maximum compensation amount by $350,000 for a revised maximum compensation amount of $410,000, (b) add or delete services consistent with the scope of services, and (c) exercise up to five one-year options to extend the term of the Agreement through June 30, 2030, subject to appropriation of funds and review and approval as to form by the City Attorney.

3.G **24-1034** Action on an Agreement for Services with Grid Subject Matter Experts, LLC to Provide Silicon Valley Power With Consulting and Support Services for North American Reliability Corporation Critical Infrastructure Protection Compliance

Recommendation:

1. Authorize the City Manager or designee to execute an agreement with Grid Subject Matter Experts, LLC (Agreement) to provide North American Reliability Corporation (NERC) compliance services and Supervisory Control and Data Acquisition (SCADA) system support for a term starting on January 1, 2025 and ending on December 31, 2029, with a maximum compensation of $600,000, to be funded by Electric Utility Fund, subject to the approval as to form by the City Attorney; and
2. Authorize the City Manager or designee to take any actions as necessary to implement and administer the Agreement and to negotiate and execute amendments to the Agreement to (a) add or delete services consistent with the scope of services, (b) adjust rates by up to 3% annually, (c) extend the term for up to three additional years, (d) make other no cost or term extension amendments, and (e) increase the maximum compensation by up to $400,000 for a total maximum compensation of $1,000,000 over an eight-year period through December 31, 2032, subject to the appropriation of funds and approval as to form by the City Attorney.

3.H **24-1038** Action on the Historic Preservation Agreement (Mills Act Contract) (PLN24-00423) for 1309 Alviso Street

Recommendation:

1. Determine that the project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15331(Class 31 - Historical Resource Restoration / Rehabilitation); and
2. Authorize the City Manager to execute a Mills Act Contract in a final form approved by the City Attorney and adopt the 10-Year Restoration and Maintenance Plan associated with the property at 1309 Alviso Street.

3.I **24-1041** Action on the Historic Preservation Agreement (Mills Act Contract) (PLN21-15422) for 1365 Main Street

Recommendation:

1. Determine that the project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15331(Class 31 - Historical Resource Restoration / Rehabilitation); and
2. Authorize the City Manager to execute a Mills Act Contract in a final form approved by the City Attorney and adopt the 10-Year Restoration and Maintenance Plan associated with the property at 1365 Main Street.

3.J **24-1029** Action on the Historic Preservation Agreement (Mills Act Contract) (PLN24-00431) for 811 Monroe Street

Recommendation:

1. Determine that the project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15331(Class 31 - Historical Resource Restoration / Rehabilitation); and
2. Authorize the City Manager to execute a Mills Act Contract in a final form approved by the City Attorney and adopt the 10-Year Restoration and Maintenance Plan associated with the property at 811 Monroe Street.

3.K **24-1067** Action on Authorizing the City Manager to Negotiate and Execute Amendment No. 1 to the Substation Agreement with Vantage Data Centers CA31, LLC for the Bowers Avenue Junction Substation

Recommendation:

1. Authorize the City Manager or designee to negotiate and execute Amendment No. 1 to the Substation Agreement with Vantage Data Centers CA31, LLC for the Bowers Avenue Junction Substation on the terms presented, subject to the review and approval as to form by the City Attorney; and
2. Authorize the City Manager or designee to take any actions as necessary to implement and administer the Agreement and to negotiate and execute amendments to the Agreement to make any additional modifications that do not result in increased costs or total capacity exceeding 192.5 MVA, subject to review and approval as to form by the City Attorney.

3.L **23-373** Action to Adopt a Resolution Approving Updates to the City's Water Service and Use Rules and Regulations

Recommendation: Adopt a Resolution approving updates to the City's Water Service and Use Rules and Regulations.

3.M **24-1111** Action to Adopt a Resolution of Local Support and Findings for the City's Application for Transit-Oriented Communities Implementation Grants

Recommendation:

1. Adopt a Resolution of Local Support for the City's application for technical assistance grants related to Association of Bay Area Government's Transit-Oriented Communities Policy; and
2. Authorize the City Manager to execute all documents related to applying for and accepting the technical assistance grants.

3.N **24-1121** Adopt a Resolution Approving and Adopting Updated Salary Plans for Various As-Needed and Classified Positions

Recommendation: Adopt a Resolution to approve and adopt the revised salary plans for various as-needed positions and various classified positions (effective December 22, 2024) to satisfy the requirements of California Code of Regulations Section 570.5.

3.O **24-1071** Adopt a Resolution to Authorize the City Manager to Execute the 2025-2028 Memorandum of Understanding Between the City of Santa Clara and the Unclassified Miscellaneous Management (hereafter, "Unit 9"), Which Incorporates the Terms of the Tentative Agreement; Adopt a Resolution Updating the Unclassified Salary Plan; Approve the Creation and Modification of Unclassified Class Specifications; and Add 1.0 Assistant Fleet Manager and Delete 1.0 Public Works Supervisor

Recommendation:

1. Authorize the City Manager to Execute the 2025-2028 Memorandum of Understanding Between the City of Santa Clara and the Unclassified Miscellaneous Management (hereafter, "Unit 9"), Which Incorporates the Terms of the Tentative Agreement;
2. Adopt a Resolution to approve the revised salary plans for unclassified positions to satisfy the requirements of California Code of Regulations Section 570.5, effective December 22, 2024;
3. Authorize the City Manager to negotiate and execute all necessary agreements and other documents, in final form(s) approved by the City Attorney, for the establishment and operation of a section 401(a) deferred compensation plan in accordance with the terms of the Unit 9 MOU;
4. Approve the Creation of the Assistant Fleet Manager Class Specification (Job Code 046);
5. Approve the consolidation of the Deputy Public Works Director (Job Code 176) and Deputy Parks and Recreation Director (Job Code 175) to a general Deputy Director (Job Code 176) Class Specification;
6. Approve Revisions to Senior Electric Division Manager (Job Code 173) Class Specification; and
7. Approve the addition of 1.0 Assistant Fleet Manager and deletion of 1.0 Public Works Supervisor in the Public Works Department.

3.P **24-866** Action on a Resolution Approving the 2025 Board of Library Trustees Calendar of Meetings, and Setting the Number of Regular Board of Library Trustees Meetings

Recommendation: Adopt a Resolution setting the Board of Library Trustees regular meeting dates for the 2025 calendar year.

3.Q **24-1124** Appointment of Alternate Cultural Commission Member to the Santa Clara Station Area Plan Task Force (SATF)

Recommendation: Appoint Jonathan Marinaro to represent the Cultural Commission on the SATF.

SANTA CLARA STADIUM AUTHORITY BOARD CONSENT CALENDAR

4. **24-1078** Action on Stadium Authority Bills and Claims for the Month of September 2024

Recommendation: Approve the list of Stadium Authority Bills and Claims for September 2024.

PUBLIC PRESENTATIONS

[This item is reserved for persons to address the Council or authorities on any matter not on the agenda that is within the subject matter jurisdiction of the City or Authorities. The law does not permit action on, or extended discussion of, any item not on the agenda except under special circumstances. The governing body, or staff, may briefly respond to statements made or questions posed, and appropriate body may request staff to report back at a subsequent meeting. Although not required, please submit to the City Clerk your name and subject matter on the speaker card available in the Council Chambers.]

CONSENT ITEMS PULLED FOR DISCUSSION

PUBLIC HEARING/GENERAL BUSINESS

5. **24-1105** PUBLIC HEARING: Action on an Environmental Impact Report and Mitigation Monitoring and Reporting Program, General Plan Amendment from High-Intensity Office/Research-and-Development to newly created Urban Center Mixed Use and Urban Center Residential Mixed Use land use designations, a Rezoning to PD - Planned Development, a Vesting Tentative Subdivision Map, and Introduction of an Ordinance to Approve a Development Agreement for a Mixed Use Project at 3005 Democracy Way comprised of up to 1,800 units (approximately 1.8 million square feet of residential uses), up to 3 million square feet of office/research-and-development, approximately 100,000 square feet of retail, and approximately 10,000 square feet of childcare facilities ("Option A"), with a project alternative ("Option B") that allows for the flexibility of up to an additional 800 dwelling units (for a total of up to 2,600 residential units) with a corresponding reduction in office/research and development square footage to 2.2 million square feet.

Recommendation: Option B

1. Adopt a resolution to certify the Final EIR prepared for the Mission Point Project (SCH # 2018072068) and adopt a Mitigation Monitoring and Reporting Program, CEQA Findings, and a Statement of Overriding Considerations, "Option B".
2. Adopt a resolution to approve a General Plan Amendment to add new land use designations, Urban Center Mixed-Use (UCMU) and Urban Center Mission Point (UCMP), and to change the land use designation for the project site from High Intensity Office/Research & Development (HI O/R&D) to UCMU (on Areas C and D) and UCMP (on Areas A and B), "Option B".
3. Adopt a resolution to approve the Planned Development Rezoning from HO-RD - High-Intensity Office/Research and Development to PD - Planned Development, with land use "Option B".
4. Adopt a resolution to approve a Vesting Tentative Subdivision Map, "Option B".
5. Waive first reading and introduce an ordinance to approve the Development Agreement, "Option B".

6. **24-51** PUBLIC HEARING: Action on a Resolution Amending Rate Schedules for Electric Services for All Classes of Customers to Increase Electric Rates and Charges in Each Rate Schedule by 5.0% and Make Other Modifications, Effective January 1, 2025

Recommendation: Adopt a Resolution amending the City of Santa Clara Rate Schedules for Electric Utility Services to increase electric rates and charges in each rate schedule by 5.0% and make other modifications, effective January 1, 2025.

7. **24-1022** PUBLIC HEARING: Action on a Vesting Tentative Parcel Map at 4590 Patrick Henry Drive for the Creation of Two Lots

Recommendation: Adopt a resolution to approve the Vesting Tentative Parcel Map to subdivide the existing parcel for the creation of two lots at the property located at 4590 Patrick Henry Drive.

REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER 030 REQUESTS

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

ADJOURNMENT

The next scheduled Special Stadium Authority meeting is on Monday, November 25, 2024 in the City Hall Council Chambers.

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

STREAMING SERVICES: As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15 or AT&T U-verse channel 99), or the livestream on the City's YouTube channel or Facebook page.

Note: The public cannot participate in the meeting through these livestreaming methods; livestreaming capabilities may be disrupted at times, viewers may always view and participate in meetings in-person and via Zoom as noted on the agenda.

AB23 ANNOUNCEMENT: Members of the Santa Clara Stadium Authority, Sports and Open Space Authority and Housing Authority are entitled to receive $30 for each attended meeting.

Note: The City Council and its associated Authorities meet as separate agencies but in a concurrent manner. Actions taken should be considered actions of only the identified policy body.

LEGEND: City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA); Bayshore North Project Enhancement Authority (BNPEA); Public Facilities Financing Corporation (PFFC)

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.

24-1004 **Agenda Date: 11/19/2024**

SUBJECT

Conference with Labor Negotiators (CC)
Pursuant to Gov. Code § 54957.6

City representatives: Jovan D. Grogan, Nadine Nader, Aracely Azevedo, Marco Mercado, Charles Sakai, Glen R. Googins

Employee Organization(s):
Unit # 6 - AFSCME Local 101 (American Federal of State, County and Municipal Employees)

City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

24-853 **Agenda Date: 11/19/2024**

SUBJECT

Conference with Real Property Negotiators (CC) - Mathews Property
Pursuant to Gov. Code § 54956.8

Property: 525 Mathew Street, Santa Clara CA 95050 (APN 230-03-090)

City Negotiator: Jovan D. Grogan, City Manage (or designee)

Negotiating Parties: City of Santa Clara (Buyer) and Grief Inc. (Seller)

Under Negotiation: Purchase of Real Property (price and terms of payment)

City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

24-1171 Agenda Date: 11/19/2024

SUBJECT
Public Employee Performance Evaluation (CC)
Pursuant to Government Code § 54957(b)(1)
(Continued from November 12, 2024)

Title: City Attorney

24-568 Agenda Date: 11/19/2024

REPORT TO COUNCIL

SUBJECT
Proclamation of November 2024 as Native American Heritage Month

BACKGROUND
Native American Heritage Month is celebrated each year in November. It is a time to celebrate the traditions, languages and stories of Native American and Alaska Native communities and ensure their rich histories and contributions continue to thrive with each passing generation. Historically, in May 1916 the governor of New York declared the first statewide American Indian Day. In 1990, President George H. W. Bush approved a Resolution designating the month of November as National American Indian Heritage Month.

The City of Santa Clara recognizes and celebrates the rich history, traditions, and significant contributions made by Indigenous populations, past and present. This November, the community celebrates the culture and heritage of these communities who deeply enrich the quality and character of our Nation. The City of Santa Clara continues to support native communities and groups active in efforts to preserve and revive the culture.

DISCUSSION
At the City Council meeting on November 19, 2024, the City of Santa Clara will proclaim National Native American Heritage Month for November 2024.

The Indian Health Center of Santa Clara Valley provides support and service to Santa Clara and local communities. The Indian Health Center of Santa Clara Valley is committed to help ensure the survival and healing of American Indians, Alaskan Natives, and the greater community by providing high quality, comprehensive health care and cultural services. Vernon Medicine Cloud, Inter Tribal Resource Director, and representatives from the Indian Health Center of Santa Clara Valley will be present to accept the proclamation.

ENVIRONMENTAL REVIEW
This is an information report only and no action is being taken by the City Council and no environmental review under the California Environmental Quality Act (“CEQA”) is required.

FISCAL IMPACT
There is no fiscal impact to the City other than staff time.

COORDINATION

This report was coordinated by the City Manager’s Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

Reviewed by: Maria Le, Assistant to the City Manager

Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Proclamation Native American Heritage Month

City of Santa Clara

Proclamation

WHEREAS, Native Americans have inhabited the Bay Area region for many millennia, and have contributed significantly to the growth, prosperity, and identity of our country, from before its inception to the present day; and

WHEREAS, the 2020 United States Census reports that 9.7 million people throughout the United States identify as American Indian and Alaskan Native and, according to the Bureau of Indian Affairs, there are currently 574 federally recognized American Indian and Alaskan Native tribes; and

WHEREAS, Native American Heritage Month is a time to celebrate the traditions, languages and stories of Native American, Alaska Native, Native Hawaiian, and affiliated Island communities and ensure their rich histories and contributions continue to thrive with each passing generation; and

WHEREAS, during Native American Heritage Month, the City of Santa Clara celebrates the incredible resilience of Native American communities, their unique cultures, languages, and traditions, and their continued contributions to our community; and

WHEREAS, the City of Santa Clara recognizes organizations, such as The Indian Health Center of Santa Clara Valley in their dedication to ensure the survival and healing of the Native community by providing consistent and high-quality health care along with cultural services;

NOW, THEREFORE, I, LISA M. GILLMOR, by virtue of the authority vested in me as Mayor, and on behalf of the entire City Council, do hereby proclaim the month of November 2024 as

NATIVE AMERICAN HERITAGE MONTH

in the City of Santa Clara and call upon the Santa Clara's residents to recognize the rich history, cultures, traditions, and contributions made by Native Americans in our community throughout the year.

Given under my hand and the Seal of the City of Santa Clara, California, this 19th day of November 2024.

LISA M. GILLMOR
MAYOR, CITY OF SANTA CLARA

ANTHONY BECKER
VICE MAYOR, DISTRICT 6

KATHY WATANABE
COUNCILMEMBER, DISTRICT 1

RAJ CHAHAL
COUNCILMEMBER, DISTRICT 2

KAREN HARDY
COUNCILMEMBER, DISTRICT 3

KEVIN PARK
COUNCILMEMBER, DISTRICT 4

SUDS JAIN
COUNCILMEMBER, DISTRICT 5

24-1063 Agenda Date: 11/19/2024

REPORT TO COUNCIL

SUBJECT
Proclamation of Nurse Practitioner Week from November 10 to November 16, 2024

BACKGROUND
Nurse Practitioners are registered nurses who have advanced clinical education and training which build upon their initial registered nurse preparation. They serve as trusted frontline healthcare providers. There are over 385,000 licensed nurse practitioners in the United States, and over 40,000 nurse practitioners in California providing primary, acute and specialty care to patients of all ages and walks of life.

Nurse Practitioner Week takes place annually in the second week of November. In 2004, Nurse Practitioner Week was recognized by a proclamation by the United States Congress in 2004 in recognition of the many contributions nurse practitioners make to the health and well-being of the people in the communities they serve.

DISCUSSION
At the November 19, 2024 City Council Meeting, the City Council will proclaim National Nurse Practitioner Week from November 10, 2024 through November 16, 2024.

The Silicon Valley Chapter of the California Association for Nurse Practitioners actively supports nurse practitioners, promotes health within diverse communities, and increasing access to high-quality care for everyone. Sue Houchen, a Santa Clara resident and representative of the Silicon Valley Chapter of the California Association for Nurse Practitioners will accept the proclamation.

Please note that the recognition of Nurse Practitioner Week was initially scheduled for the City Council meeting on November 12, 2024, however, due to the availability of the representatives, the item was scheduled for November 19, 2024.

ENVIRONMENTAL REVIEW
This is an informational report only and no action is being taken by the City Council and no environmental review under the California Environmental Quality Act ("CEQA") is required.

FISCAL IMPACT
There is no fiscal impact other than staff time for preparing this report.

PUBLIC CONTACT
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Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

Reviewed by: Maria Le, Assistant to the City Manager, City Manager's Office
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS
1. Proclamation of National Nurse Practitioner Week

City of Santa Clara

Proclamation

WHEREAS, nurse practitioners are advanced practice registered nurses who have advanced clinical education and training building upon their initial registered nurse preparation; and

WHEREAS, nurse practitioners diagnose, treat, and prescribe medications and other treatments to patients through a caring, patient-centered, holistic model of care; and

WHEREAS, people throughout the country have great trust in the high-quality care nurse practitioners provide, resulting in over one billion patient visits annually to nurse practitioners nationwide; and

WHEREAS, there are 385,000 licensed nurse practitioners in the United States, and over 40,000 nurse practitioners in California providing primary, acute and specialty care to patients of all ages and walks of life; and

WHEREAS, the City of Santa Clara recognizes the Silicon Valley Chapter of the California Association for Nurse Practitioners and continues to work to recognize the contributions of nurse practitioners;

NOW, THEREFORE, I, LISA M. GILLMOR, by virtue of the authority vested in me as Mayor, and on behalf of the entire City Council, do hereby proclaim the week of November 10 to November 16, 2024 as

NURSE PRACTITIONER WEEK

in the City of Santa Clara and call upon the Santa Clara's residents to recognize the countless contributions that nurse practitioners have made and will continue to make to the health and well-being of our community.

Given under my hand and the Seal of the City of Santa Clara, California, this 19th day of November 2024.

LISA M. GILLMOR
MAYOR, CITY OF SANTA CLARA

ANTHONY BECKER
VICE MAYOR, DISTRICT 6

KATHY WATANABE
COUNCILMEMBER, DISTRICT 1

RAJ CHAHAL
COUNCILMEMBER, DISTRICT 2

KAREN HARDY
COUNCILMEMBER, DISTRICT 3

KEVIN PARK
COUNCILMEMBER, DISTRICT 4

SUDS JAIN
COUNCILMEMBER, DISTRICT 5

24-1174 Agenda Date: 11/19/2024

REPORT TO COUNCIL

SUBJECT

Action on the September 10, 2024 Joint Council and Authorities Concurrent & Stadium Authority Meeting Minutes, September 24, 2024 Joint Council and Authorities Concurrent & Stadium Authority Meeting Minutes, October 21, 2024 Special City Council Meeting Minutes, October 22, 2024 Joint Council and Authorities Concurrent & Stadium Authority Meeting Minutes.

RECOMMENDATION

Approve the meeting minutes of:
September 10, 2024 Joint Council and Authorities Concurrent & Stadium Authority Meeting,
September 24, 2024 Joint Council and Authorities Concurrent & Stadium Authority Meeting,
October 21, 2024 Special City Council Meeting,
October 22, 2024 Joint Council and Authorities Concurrent & Stadium Authority Meeting.

Draft

City of Santa Clara

Meeting Minutes of the

Joint City Council and Authorities Concurrent &

Santa Clara Stadium Authority Board

09/10/2024 **5:00 PM** **Hybrid Meeting**
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

Councilmember Chahal will be participating remotely under the Provisions of AB 2449 Emergency Circumstance

The City of Santa Clara is conducting City Council meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

• Via Zoom:
  o https://santaclaraca.zoom.us/j/99706759306
    Meeting ID: 997-0675-9306
  o Phone 1(669) 900-6833

How to Submit Written Public Comment Before City Council Meeting:

1. Use the eComment tab located on the City Council Agenda page (https://santaclara.legistar.com/Calendar.aspx). eComments are directly sent to the iLegislate application used by City Council and staff, and become part of the public record. eComment closes 15 minutes before the start of a meeting.
2. By email to clerk@santaclaraca.gov by 12 p.m. the day of the meeting. Those emails will be forwarded to the Council and will be uploaded to the City Council Agenda as supplemental meeting material. Emails received after the 12 p.m. cutoff time up through the end of the meeting will form part of the meeting record. Please identify the Agenda Item Number in the subject line of your email. **NOTE:** Please note eComments and Emails received as public comment **will not** be read aloud during the meeting.

Agendas, Staff Reports and some associated documents for City Council items may be viewed on the Internet at https://santaclara.legistar.com/Calendar.aspx

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the Office of the City Clerk at Santa Clara City Hall, 1500 Warburton Avenue, Santa Clara, CA 95050 at the same time that the public records are distributed or made available to the legislative body. Any draft contracts, ordinances and resolutions posted on the Internet site or distributed in advance of the Council meeting may not be the final documents approved by the City Council. For the final document, you many contact the Office of the City Clerk at (408) 615-2220 or Clerk@santaclaraca.gov.

Closed Session - 5:00 PM | Regular Meeting - 7:00 PM

5:00 PM CLOSED SESSION

Call to Order in the Council Chambers

Mayor/Chair Gillmor called the Closed Session to order at 5:06 PM.

Confirmation of Quorum

Assistant City Clerk Pimentel confirmed a quorum. She also noted that **Councilmember Chahal** is absent and will join the meeting after the closed session.

1.A 24-881 Conference with Legal Counsel-Existing Litigation (CC)
Pursuant to Gov. Code § 54956.9(d)(1)

Townsend, Joseph v. City of Santa Clara, Workers Compensation Appeals Board Case Number ADJ15468556

1.B 24-852 Conference with Real Property Negotiators (CC) - Easements for the 115kV Project

Pursuant to Gov. Code § 54956.8

Property: See APNs and Addresses Listed Below

City Negotiator: Jovan D. Grogan, City Manager (or designee)

Negotiating Parties: City and Property Owners Listed Below

Under Negotiation: Purchase of Real Property (price and terms of payment):

APN	Address	Owner's name
097-08-114	4090 Network Cl	Oracle America Inc
097-08-058	4220 Network Cl	
104-38-007	1515 Wyatt Dr	KOLL/ INTEREAL BAY AREA
104-38-014	1500 Wyatt Dr	
104-14-160	No Situs	Reed and Graham Inc
104-14-164	3750 Bassett St	2MJ Miller Family LP
104-14-132	3720 Bassett St	
104-14-118	3730 Bassett St	Moriel Real Estate LLC
104-14-144	3670 Bassett St	Charles Avenue Associates
104-14-111	3610 Bassett St 1	San Tomas Investment Corp
104-15-131	3550 Bassett St	Hgit Bassett Campus LP
104-15-132	3540 Bassett St	
104-15-133	3530 Bassett St	
104-15-134	3520 Bassett St	
104-15-128	3508 Bassett St	
104-15-105	3500 Bassett St	PDM Steel Service Centers INC
104-51-001	3400 Bassett St	3400 Bassett LLC
101-11-003	3205 Bassett St	Basset California LLC
101-11-004	891 Laurelwood Rd	891 Laurelwood LLC
224-36-039	881 Duane Ave	Storage Equities INC

1.C 24-854 Conference with Real Property Negotiators
Pursuant to Gov. Code § 54956.8

Property: 2900-2930 Lafayette Street, Santa Clara CA 95054 (APN 224-08-109)

City Negotiator: Jovan D. Grogan, City Manager (or designee)

Negotiating Parties: City of Santa Clara (Buyer) and Dollinger-Lafayette Associates, a California General Partnership (Seller)

Under Negotiation: Purchase of Real Property (price and terms of payment)

Public Comment

Public Comment: Satish Chandra

Convene to Closed Session (Council Conference Room)

Mayor Gillmor adjourned into Closed Session at 5:10 PM.

City Attorney Googins noted that **Councilmember Watanabe** will abstain herself from Item 1.B regarding easements for the 115kV Project due to conflict of interest of owning property within 1000 feet of subject property.

7:00 PM JOINT CITY COUNCIL/STADIUM AUTHORITY BOARD MEETING

Call to Order in the Council Chambers

Mayor/Chair Gillmor called the regular meeting to order at 7:00 PM.

Pledge of Allegiance and Statement of Values

Council/Board recited the Pledge of Allegiance.

Council/Boardmember Park recited the Statement of Values.

Roll Call

Assistant City Clerk/Secretary Pimentel noted that **Council/Boardmember Chahal** is participating remotely pursuant to the Emergency Circumstances provision of AB2449. **Council/Boardmember Chahal** stated that he needs to participate remotely due to taking care of his father.

Assistant City Clerk/Secretary Pimentel recited the AB23 announcement and Statement of Behavioral Standards.

Assistant City Clerk/Secretary Pimentel also noted that any registered Lobbyist speaking during the Public Meeting will need to identify themselves and who they represent.

Present: 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Council/Boardmember Jain, Vice Mayor/Chair Becker, and Mayor/Chair Gillmor

A motion was made by Vice Mayor/Chair Becker, seconded by Council/Boardmember Hardy to approve Council/Boardmember Chahal's remote participation.

Aye: 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Council/Boardmember Jain, Vice Mayor/Chair Becker, and Mayor/Chair Gillmor

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

City Attorney Googins noted that there was no reportable action in Closed Session.

Councilmember Watanabe noted that she abstained herself from Item 1.B regarding easements for the 115kV Project due to conflict of interest of owing property within 1000 feet of subject property.

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

None.

SPECIAL ORDER OF BUSINESS

2.A 24-564 Proclamation of Hispanic Heritage Month from September 15 - October 15, 2024

Mayor Gillmor, on behalf of the **Council**, proclaimed Hispanic Heritage Month from September 15, 2024 to October 15, 2024.

Dianna Zamorra-Marroquin (Board President, Latina Coalition of Silicon Valley) accepted the proclamation and provided some remarks.

Council comments followed.

2.B 24-608 Proclamation of September 21 through September 27, 2024 as United Against Hate Week in Santa Clara.

Mayor Gillmor, on behalf of the **Council**, proclaimed September 21, 2024 to September 27, 2024 as United Against Hate Week.

City Librarian Wong accepted the proclamation and provided some remarks.

CONSENT CALENDAR

Councilmember Hardy abstained from Items 3.H regarding Final Map for Tract No. 10615 at 3077-3155 El Camino Real and 3.I regarding a resolution ordering the vacation of a sanitary sewer and easements at 3077-3457 El Camino Real due to a conflict of interest of owing property within 500 feet of the subject properties.

A motion was made by Vice Mayor/Chair Becker, seconded by Council/Boardmember Jain, to approve the Consent Calendar.

Aye: 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Council/Boardmember Jain, Vice Mayor/Chair Becker, and Mayor/Chair Gillmor

3.A 24-16 Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:

Cultural Commission - June 3, 2024

A motion was made by Vice Mayor Becker, seconded by Councilmember Jain, to note and file the minutes of Cultural Commission - June 3, 2024.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

3.B 24-809 Action on City Bills and Claims Report for the period July 20, 2024 - August 9, 2024

Recommendation: Approve the list of Bills and Claims for July 20, 2024 - August 9, 2024.

A motion was made by Vice Mayor Becker, seconded by Councilmember Jain, to approve the list of Bills and Claims for July 20, 2024 - August 9, 2024.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

3.C 24-806 Action on Award of Purchase Orders to Lenco Armored Vehicles for a BearCat Medevac G2, and to Other Vendors for Related Accessories and Services, and Approve the Related Budget Amendments

Recommendation:

1. Authorize the City Manager, or designee, to issue purchase orders to Lenco Armored Vehicles for a BearCat Medevac G2 and to other vendors for related system accessories and services, with a total maximum compensation of $491,998 inclusive of all taxes and fees, pursuant to the terms of the HGAC cooperative purchase agreement; and
2. Approve the FY 2024/25 budget amendment in the General Fund to increase the Police Department's operating budget in the amount of $491,998 and decrease the General Fund's Budget Stabilization Reserve in the amount of $491,998 **(five affirmative Council votes for the use of unused balances)**.

A motion was made by Vice Mayor Becker, seconded by Councilmember Jain, to (1) authorize the City Manager, or designee, to issue purchase orders to Lenco Armored Vehicles for a BearCat Medevac G2 and to other vendors for related system accessories and services, with a total maximum compensation of $491,998 inclusive of all taxes and fees, pursuant to the terms of the HGAC cooperative purchase agreement; and (2) approve the FY 2024/25 budget amendment in the General Fund to increase the Police Department's operating budget in the amount of $491,998 and decrease the General Fund's Budget Stabilization Reserve in the amount of $491,998 (five affirmative Council votes for the use of unused balances).

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

3.D 24-757 Action on a Purchase Order with Municipal Maintenance Equipment, Inc. for the Purchase of a Street Sweeper for the Department of Public Works

Recommendation: Approve and authorize the City Manager to execute a purchase order for a total, not-to-exceed the amount, of $483,000 with Municipal Maintenance Equipment, Inc. for the purchase of a street sweeper for the Department of Public Works, in a final form approved by the City Attorney.

A motion was made by Vice Mayor Becker, seconded by Councilmember Jain, to approve and authorize the City Manager to execute a purchase order for a total, not-to-exceed the amount, of $483,000 with Municipal Maintenance Equipment, Inc. for the purchase of a street sweeper for the Department of Public Works, in a final form approved by the City Attorney.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

3.E 24-41 Action to Authorize the City Manager to Negotiate and Execute an Agreement with dataVoice International for an Electric Outage Management System and Interactive Voice Response System for Silicon Valley Power

Recommendation:

1. Authorize the City Manager or designee to negotiate and execute an agreement with dataVoice International, Inc. (Agreement) for the purchase and implementation of an Outage Management System and Interactive Voice Response System starting on or around September 1, 2024, and ending on July 31, 2026, with a maximum compensation not-to-exceed $630,316, subject to the appropriation of funds and approval as to form by the City Attorney; and
2. Authorize the City Manager or designee to take any actions as necessary to implement and administer the Agreement and to negotiate and execute amendments to the Agreement to (a) extend the term of the Agreement in alignment with any extensions made by the City of Roseville, not to exceed an additional five years through July 31, 2031, (b) increase the maximum compensation by up to an additional $519,472 for a total maximum compensation amount not-to-exceed $1,149,788, and (c) execute future amendments to the Agreement required to meet SVP's system requirements, subject to the compensation limits, appropriation of funds, and approval as to form by the City Attorney.

A motion was made by Vice Mayor Becker, seconded by Councilmember Jain, to (1) authorize the City Manager or designee to negotiate and execute an agreement with dataVoice International, Inc. (Agreement) for the purchase and implementation of an Outage Management System and Interactive Voice Response System starting on or around September 1, 2024, and ending on July 31, 2026, with a maximum compensation not-to-exceed $630,316, subject to the appropriation of funds and approval as to form by the City Attorney; and (2) authorize the City Manager or designee to take any actions as necessary to implement and administer the Agreement and to negotiate and execute amendments to the Agreement to (a) extend the term of the Agreement in alignment with any extensions made by the City of Roseville, not to exceed an additional five years through July 31, 2031, (b) increase the maximum compensation by up to an additional $519,472 for a total maximum compensation amount not-to-exceed $1,149,788, and (c) execute future amendments to the Agreement required to meet SVP's system requirements, subject to the compensation limits, appropriation of funds, and approval as to form by the City Attorney.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

3.F 24-67 Action on Master Service Agreements with Ten (10) Consulting Firms for As-Needed Consultant Plan Check, Inspections, and Permitting Support Services for the Building Division of the Community Development Department for a Maximum Aggregate Amount Across the Ten Agreements of $8,000,000

Recommendation:

1. Authorize the City Manager or designee to negotiate and execute master service agreements for Plan Check Review, Field Inspection Services and Permitting Support Staff Services with the following firms for a five-year term starting on or around September 16, 2024, and ending on or around September 15, 2029, with a total maximum aggregate compensation of $8,000,000, subject to review and approval as to form by the City Attorney and the appropriation of funds:

1. 4LEAF, Inc.
2. BPR Consulting Group, LLC
3. The Code Group, Inc. DBA VCA Code
4. CSG Consultants, Inc.
5. Plan Review Consultants, Inc.
6. Shums Coda Associates, Inc.
7. TRB and Associates, Inc.
8. True North Compliance Services, Inc.
9. UpAvanti Inc.
10. West Coast Code Consultants, Inc.

2. Authorize the City Manager to take any actions as necessary to implement and administer the above agreements, to negotiate and execute amendments, and exercise options to renew for up to two additional years, subject to the maximum aggregate compensation above, appropriation of funds, and review and approval as to form by the City Attorney.

A motion was made by Vice Mayor Becker, seconded by Councilmember Jain, to (1) authorize the City Manager or designee to negotiate and execute master service agreements for Plan Check Review, Field Inspection Services and Permitting Support Staff Services with the following firms for a five-year term starting on or around September 16, 2024, and ending on or around September 15, 2029, with a total maximum aggregate compensation of $8,000,000, subject to review and approval as to form by the City Attorney and the appropriation of funds: (1) 4LEAF, Inc. (2) BPR Consulting Group, LLC (3) The Code Group, Inc. DBA VCA Code (4) CSG Consultants, Inc. (5) Plan Review Consultants, Inc. (6) Shums Coda Associates, Inc. (7) TRB and Associates, Inc. (8) True North Compliance Services, Inc. (9) UpAvanti Inc. (10) West Coast Code

Consultants, Inc.; and (2) authorize the City Manager to take any actions as necessary to implement and administer the above agreements, to negotiate and execute amendments, and exercise options to renew for up to two additional years, subject to the maximum aggregate compensation above, appropriation of funds, and review and approval as to form by the City Attorney.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

3.G 24-687 Action to Approve an Office of Traffic Safety Selective Traffic Enforcement Program Grant Agreement and Related Budget Amendment

Recommendation:

1. Approve the Office of Traffic Safety Selective Traffic Enforcement Program Grant Agreement;
2. Approve the FY 2024/25 budget amendment in the Police Operating Grant Trust Fund to recognize grant revenue in the amount of $70,000 and establish a Selective Traffic Enforcement Program Grant appropriation in the amount of $70,000 (**five affirmative Council votes required to appropriate additional revenue)**; and
3. Authorize the Chief of Police, City Manager and/or Finance Director to sign the required grant-related documents in final forms approved by the City Attorney.

A motion was made by Vice Mayor Becker, seconded by Councilmember Jain, to (1) approve the Office of Traffic Safety Selective Traffic Enforcement Program Grant Agreement; (2) approve the FY 2024/25 budget amendment in the Police Operating Grant Trust Fund to recognize grant revenue in the amount of $70,000 and establish a Selective Traffic Enforcement Program Grant appropriation in the amount of $70,000; and (3) authorize the Chief of Police, City Manager and/or Finance Director to sign the required grant-related documents in final forms approved by the City Attorney.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

3.H 24-647 Action on Final Map for Tract No. 10615 at 3077-3155 El Camino Real

Recommendation:
1. Approve the Final Map for Tract No. 10615;
2. Authorize the City Manager to make minor modifications, if necessary, prior to recordation; and
3. Authorize the recordation of the Final Map for Tract No. 10615, which merges two parcels into one lot for condominium purposes located at 3077-3155 El Camino Real [APN 220-32-057 & 220-32-058 (2024-25)].

Councilmember Hardy abstained from this item due to a conflict of interest of owing property within 500 feet of the subject properties.

A motion was made by Vice Mayor Becker, seconded by Councilmember Jain, to (1) approve the Final Map for Tract No. 10615; (2) authorize the City Manager to make minor modifications, if necessary, prior to recordation; and (3) authorize the recordation of the Final Map for Tract No. 10615, which merges two parcels into one lot for condominium purposes located at 3077-3155 El Camino Real [APN 220-32-057 & 220-32-058 (2024-25)].

Aye: 6 - Councilmember Watanabe, Councilmember Chahal, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

Abstained: 1 - Councilmember Hardy

3.I 24-1601 Action on a Resolution Ordering the Vacation of a Sanitary Sewer and Storm Drain Easement, and Electrical Easement at 3077-3157 El Camino Real

Recommendation:
1. Adopt a Resolution Ordering the Vacation of a Sanitary Sewer and Storm Drain Easement, and Electrical Easement at 3077-3157 El Camino Real [APN 220-32-057 (2024-25)]; and
2. Authorize the recordation of the Resolution.

Councilmember Hardy abstained from this item due to a conflict of interest of owing property within 500 feet of the subject properties.

A motion was made by Vice Mayor Becker, seconded by Councilmember Jain, to (1) adopt Resolution No. 24-9361 Ordering the Vacation of a Sanitary Sewer and Storm Drain Easement, and Electrical Easement at 3077-3157 El Camino Real [APN 220-32-057 (2024-25)]; and (2) authorize the recordation of the Resolution.

Aye: 6 - Councilmember Watanabe, Councilmember Chahal, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

Abstained: 1 - Councilmember Hardy

3.J 24-804 Report on Actions Taken During Council Recess from July 17, 2024 through August 19, 2024

Recommendation: Note and file the Report on Actions Taken During City Council Recess from July 17, 2024 through August 19, 2024

A motion was made by Vice Mayor Becker, seconded by Councilmember Jain, to note and file the Report on Actions Taken During City Council Recess from July 17, 2024 through August 19, 2024.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

3.K 24-859 Action on a Resolution Approving the 2025 Civil Service Commission Calendar of Meetings, and Setting the Number and Start Time of Regular Meetings of the Civil Service Commission

Recommendation: Adopt a Resolution approving the 2025 Civil Service Commission Calendar of Meetings and setting the number and start time of regular Civil Service Commission meetings.

A motion was made by Vice Mayor Becker, seconded by Councilmember Jain, to adopt Resolution No. 24-9362 approving the 2025 Civil Service Commission Calendar of Meetings and setting the number and start time of regular Civil Service Commission meetings.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

3.L 24-803 Action on a Resolution Accepting from the Santa Clara Valley Water District an Aerial Easement Deed for the San Tomas Junction Substation Project in Consideration of a One-time Payment not to exceed $2,000

Recommendation: Adopt the Resolution authorizing (a) the City Manager to accept and execute, in substantial form, the attached Aerial Easement Deed (Easement Deed) and the real property interest contained therein for an overhead electric aerial easement at San Tomas Aquino Creek [APN 104-40-008 & 104-39-022]; (b) the payment not to exceed $2,000 for the Easement Deed and real property interests contained therein; and (c) the City Clerk to record the Easement Deed.

A motion was made by Vice Mayor Becker, seconded by Councilmember Jain, to adopt Resolution No. 24-9363 authorizing (a) the City Manager to accept and execute, in substantial form, the Aerial Easement Deed (Easement Deed) and the real property interest contained therein for an overhead electric aerial easement at San Tomas Aquino Creek [APN 104-40-008 & 104-39-022]; (b) the payment not to exceed $2,000 for the Easement Deed and real property interests contained therein; and (c) the City Clerk to record the Easement Deed.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

3.M 24-869 Authorize the City Manager to execute a Side Letter Agreement between the City of Santa Clara and Unclassified Miscellaneous Management Employees (Unit 9) Regarding Healthcare Benefits

Recommendation: Authorize the Office of the City Manager to execute a Side Letter Agreement between the City of Santa Clara and Unclassified Miscellaneous Management Employees (Unit 9) in the form presented, extending the employer contribution for medical insurance premiums to 90% of the lowest Kaiser rate for employee plus family coverage, effective January 1, 2025

A motion was made by Vice Mayor Becker, seconded by Councilmember Jain, to authorize the Office of the City Manager to execute a Side Letter Agreement between the City of Santa Clara and Unclassified Miscellaneous Management Employees (Unit 9) in the form presented, extending the employer contribution for medical insurance premiums to 90% of the lowest Kaiser rate for employee plus family coverage, effective January 1, 2025.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

SANTA CLARA STADIUM AUTHORITY BOARD CONSENT CALENDAR

4.A 24-823 Action on Stadium Authority Bills and Claims for the Month of July 2024

Recommendation: Approve the list of Stadium Authority Bills and Claims for July 2024.

A motion was made by Vice Chair Becker, seconded by Boardmember Jain, to approve the list of Stadium Authority Bills and Claims for July 2024.

Aye: 7 - Boardmember Watanabe, Boardmember Chahal, Boardmember Hardy, Boardmember Park, Boardmember Jain, Vice Chair Becker, and Chair Gillmor

4.B 24-761 Action on the Santa Clara Stadium Authority Financial Status Report for Quarter and Fiscal Year Ending March 31, 2024 and Related Budget Amendments

Recommendation:

1. Note and file the Santa Clara Stadium Authority Financial Status Report for the Quarter and Fiscal Year Ending March 31, 2024; and
2. Approve the FY 2024/25 Budget Amendments in the Operating Budget in the amount of $3,864,901, Debt Service Budget in the amount of $126,179 and Capital Expense Budget in the amount of $78,024 to make technical actions to true up fund balances based on actual FY 2023/24 performance.

A motion was made by Vice Chair Becker, seconded by Boardmember Jain, to (1) note and file the Santa Clara Stadium Authority Financial Status Report for the Quarter and Fiscal Year Ending March 31, 2024; and (2) approve the FY 2024/25 Budget Amendments in the Operating Budget in the amount of $3,864,901, Debt Service Budget in the amount of $126,179 and Capital Expense Budget in the amount of $78,024 to make technical actions to true up fund balances based on actual FY 2023/24 performance.

Aye: 7 - Boardmember Watanabe, Boardmember Chahal, Boardmember Hardy, Boardmember Park, Boardmember Jain, Vice Chair Becker, and Chair Gillmor

PUBLIC PRESENTATIONS

Josephine Kawanami expressed concerns about the accuracy and integrity of the 2022 election.

Sue B read into the record a proposed resolution on election integrity.

Joanie Murphy read into the record a proposed resolution on election integrity.

Alicia Schoolcraft read into the record a proposed resolution on election integrity.

Jean R expressed concerns about the accuracy and integrity of the 2022 election.

Kirk Vartan expressed concerns regarding a dedicated bus lane proposal for the Stevens Creek Corridor Study. He also asked about **City Attorney Googins'** perspective on whether **Vice Mayor/Chair Becker's** attorney is considered a campaign contribution.

24-916 Post Meeting Material

CONSENT ITEMS PULLED FOR DISCUSSION

None.

PUBLIC HEARING/GENERAL BUSINESS

5. 24-46 Action on a Resolution Approving an Electric Revenue Bond Issuance Estimated at $130 Million Plus a 10% Contingency for a Total Amount not to Exceed $143 Million to Finance Capital Costs of the Electric System, Authorizing the Execution and Delivery of Related Documents, and Other Related Actions; and Approval of Related Budget Amendment

Recommendation: 1. That the City Council by Resolution:

a. Authorize issuance of the Electric Revenue Bonds, Series 2024 A subject to the terms set forth in the Authorizing Resolution;

b. Approve and authorize the City Manager or designee to execute the Fourth Supplemental Electric Revenue Bond Indenture, in substantially the form attached to this Report to Council;

c. Approve the following underwriters in connection with the Electric Revenue Bonds, Series 2024 A: J.P. Morgan Securities LLC, RBC Capital Markets, LLC, and Siebert Williams Shank & Co., LLC; and approve and authorize certain City officers or designees to execute the Bond Purchase Contract, in substantially the form attached to this Report to Council;

d. Approve the Preliminary Official Statement, in substantially the form attached to this Report to Council; and authorize (i) certain City officers or designees to execute a certificate to deem the Preliminary Official Statement substantially final, and (ii) the City Manager or designee to execute a Final Official Statement in substantially the form of the Preliminary Official Statement;

e. Authorize applicable City officers to modify the Fourth Supplemental Electric Revenue Bond Indenture, the Bond Purchase Contract, Preliminary Official Statement, and Final Official Statement to reflect the terms of the sale of the Electric Revenue Bonds, Series 2024 A, subject to any requirements and limitations contained in the Authorizing Resolution;

f. Approve and authorize the City Manager to execute the Continuing Disclosure Agreement, in substantially the form attached to this Report to Council, with such changes as the City Manager or the Director of Finance shall approve subject to any requirements and limitations contained in the Authorizing Resolution; and

g. Authorize certain City officers to execute all required agreements, documents, and certificates necessary to effect the sale and delivery of the Electric Revenue Bonds, Series 2024 A by the agreements and documents approved under the Authorizing Resolution; and to do any and all things and to execute and deliver such other agreements, documents and certificates in connection with the issuance and delivery of the Electric Revenue Bonds, Series 2024 A, subject to any requirements and limitations contained in the Authorizing Resolution; and

h. Authorize certain other actions set forth in the Authorizing Resolution, with the understanding that all required agreements and disclosure documents shall be subject to final approval as to form by the City Attorney.

2. Approve the following FY 2024/25 budget amendments:
   a. In the Electric Utility Fund, increase the transfer to the Electric Utility Debt Service Fund and decrease the Unrestricted Ending Fund Balance in the amount of $9.8 million **(five affirmative Council votes required for the use of unused balances)**; and
   b. In the Electric Utility Debt Service Fund, increase the transfer from the Electric Utility Fund and increase the Debt Service appropriation in the amount of $9.8 million **(five affirmative Council votes required to appropriate additional revenue).**

City Manager Grogan introduced this item.

Chief Electric Utility Officer Pineda and **Director of Finance Lee** provided a Powerpoint presentation on electric revenue bonds.

Council comments and questions followed.

Chief Electric Utility Officer Pineda and **Director of Finance Lee** addressed **Council** questions.

Public Comment: None.

A motion was made by Vice Mayor Becker, seconded by Councilmember Hardy, to adopt Resolution No. 24-9364 that (a) authorize issuance of the Electric Revenue Bonds, Series 2024 A subject to the terms set forth in the Authorizing Resolution; (b) approve and authorize the City Manager or designee to execute the Fourth Supplemental Electric Revenue Bond Indenture, in substantially the form attached to this Report to Council; (c) approve the following underwriters in connection with the Electric Revenue Bonds, Series 2024 A: J.P. Morgan Securities LLC, RBC Capital Markets, LLC, and Siebert Williams Shank & Co., LLC; and approve and authorize certain City Officers designees to execute the Bond Purchase Contract, in substantially the form attached to this Report to Council; (d) approve the Preliminary Official Statement, in substantially the form attached to this Report to Council; and authorize (i) certain City Officers or designees to execute a certificate to deem the Preliminary Official Statement substantially final, and (ii) the City Manager or designee to execute a Final Official Statement in substantially the form of the Preliminary Official Statement; (e) authorize applicable City Officers to modify

the Fourth Supplemental Electric Revenue Bond Indenture, the Bond Purchase Contract, Preliminary Official Statement, and Final Official Statement to reflect the terms of the sale of the Electric Revenue Bonds, Series 2024 A, subject to any requirements and limitations contained in the Authorizing Resolution; (f) approve and authorize the City Manager to execute the Continuing Disclosure Agreement, in substantially the form attached to this Report to Council, with such changes as the City Manager or the Director of Finance shall approve subject to any requirements and limitations contained in the Authorizing Resolution; and (g) authorize certain City Officers to execute all required agreements, documents, and certificates necessary to effect the sale and delivery of the Electric Revenue Bonds, Series 2024 A by the agreements and documents approved under the Authorizing Resolution; and to do any and all things and to execute and deliver such other agreements, documents and certificates in connection with the issuance and delivery of the Electric Revenue Bonds, Series 2024 A, subject to any requirements and limitations contained in the Authorizing Resolution; and (h) authorize certain other actions set forth in the Authorizing Resolution, with the understanding that all required agreements and disclosure documents shall be subject to final approval as to form by the City Attorney; and (2) approve the following FY 2024/25 budget amendments: (a) in the Electric Utility Fund, increase the transfer to the Electric Utility Debt Service Fund and decrease the Unrestricted Ending Fund Balance in the amount of $9.8 million (five affirmative Council votes required for the use of unused balances); and (b) in the Electric Utility Debt Service Fund, increase the transfer from the Electric Utility Fund and increase the Debt Service appropriation in the amount of $9.8 million.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

6. 24-634 Action on Recommendation from Governance and Ethics Committee to Amend Council Policy 020 ("Proclamations, Commendations and Certificates of Recognition") to update the definitions and process for issuing proclamations, commendations and certificates of recognition.

Recommendation: Approve Recommendations from Governance and Ethics Committee and adopt a resolution to amend Council Policy 020 ("Proclamations, Commendations and Certificates of Recognition") ") to update the definitions and process for issuing proclamations, commendations and certificates of recognition.

City Manager Grogan introduced this item.

Assistant to the City Manager Le provided a Powerpoint presentation on a recommendation from the Governance and Ethics Committee to amend Council policy 020.

Public Comment: None.

Council comments followed.

A motion by Councilmember Jain, seconded by Vice Mayor Becker, to approve recommendations from the Governance and Ethics Committee and adopt Resolution No. 24-9365 to amend Council Policy 020 to update the definitions and process for issuing proclamations, commendations and certificates of recognition.

Aye: 6 - Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

Nay: 1 - Councilmember Watanabe

REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER 030 REQUESTS

Councilmember Jain submitted a Council Policy 030 request to agendize a discussion on Council support for a Diwali celebration.

Councilmember Hardy noted that Park Court is turning 100 years old.

Mayor Gillmor announced that this weekend is the Art and Wine Festival at Central Park.

Councilmember Park announced that the Magical Bridge is now open at Central Park.

Councilmember Watanabe reported that tomorrow is the 23rd anniversary of the September 11 attacks and that the Fire Department sent an invite for a remembrance event.

A motion was made by Councilmember Jain, seconded by Vice Mayor Becker, to agendize a discussion on Council support for a Diwali celebration.

Aye: 4 - Councilmember Chahal, Councilmember Park, Councilmember Jain, and Vice Mayor Becker

Nay: 3 - Councilmember Watanabe, Councilmember Hardy, and Mayor Gillmor

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

None.

ADJOURNMENT

The meeting was adjourned at 8:34 PM in memory of **Edalina Bettencourt Vargas**.

A motion was made by Vice Mayor/Chair Becker, seconded by Council/Boardmember Park, to adjourn the meeting.

Aye: 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Council/Boardmember Jain, Vice Mayor/Chair Becker, and Mayor/Chair Gillmor

24-914 Post Meeting Material

The next regular scheduled meeting is on Tuesday, September 24, 2024 in the City Hall Council Chambers.

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

STREAMING SERVICES: As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15 or AT&T U-verse channel 99), or the livestream on the City's YouTube channel or Facebook page.

Note: The public cannot participate in the meeting through these livestreaming methods; livestreaming capabilities may be disrupted at times, viewers may always view and participate in meetings in-person and via Zoom as noted on the agenda.

AB23 ANNOUNCEMENT: Members of the Santa Clara Stadium Authority, Sports and Open Space Authority and Housing Authority are entitled to receive $30 for each attended meeting.

Note: The City Council and its associated Authorities meet as separate agencies but in a concurrent manner. Actions taken should be considered actions of only the identified policy body.

LEGEND: City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA); Bayshore North Project Enhancement Authority (BNPEA); Public Facilities Financing Corporation (PFFC)

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.

Draft

City of Santa Clara

Meeting Minutes of the

Joint City Council and Authorities Concurrent &

Santa Clara Stadium Authority Board

09/24/2024 **6:00 PM** **Hybrid Meeting**
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

Councilmember Chahal participated remotely under the Provisions of AB 2449 Emergency Circumstance

The City of Santa Clara is conducting City Council meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

- Via Zoom:
  - https://santaclaraca.zoom.us/j/99706759306
    Meeting ID: 997-0675-9306
  - Phone 1(669) 900-6833

How to Submit Written Public Comment Before City Council Meeting:

1. Use the eComment tab located on the City Council Agenda page (https://santaclara.legistar.com/Calendar.aspx). eComments are directly sent to the iLegislate application used by City Council and staff, and become part of the public record. eComment closes 15 minutes before the start of a meeting.
2. By email to clerk@santaclaraca.gov by 12 p.m. the day of the meeting. Those emails will be forwarded to the Council and will be uploaded to the City Council Agenda as supplemental meeting material. Emails received after the 12 p.m. cutoff time up through the end of the meeting will form part of the meeting record. Please identify the Agenda Item Number in the subject line of your email.
   NOTE: Please note eComments and Emails received as public comment **will not** be read aloud during the meeting.

Agendas, Staff Reports and some associated documents for City Council items may be viewed on the Internet at https://santaclara.legistar.com/Calendar.aspx

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the Office of the City Clerk at Santa Clara City Hall, 1500 Warburton Avenue, Santa Clara, CA 95050 at the same time that the public records are distributed or made available to the legislative body. Any draft contracts, ordinances and resolutions posted on the Internet site or distributed in advance of the Council meeting may not be the final documents approved by the City Council. For the final document, you may contact the Office of the City Clerk at (408) 615-2220 or Clerk@santaclaraca.gov.

Closed Session - 6:00 PM | Regular Meeting - 7:00 PM

6:00 PM CLOSED SESSION

Call to Order in the Council Chambers

Mayor/Chair Gillmor called the Closed Session to order at 6:03 PM.

Confirmation of Quorum

Assistant City Clerk Pimentel confirmed a quorum. She also noted that **Council/Boardmember Chahal** and **Council/Boardmember Jain** are participating remotely.

1. 24-909 Conference with Labor Negotiators (CC)
Pursuant to Gov. Code § 54957.6

City representatives: Jovan D. Grogan, Nadine Nader, Aracely Azevedo, Marco Mercado, Charles Sakai, Glen R. Googins

Employee Organization(s):
Unit # 6 - AFSCME Local 101 (American Federal of State, County and Municipal Employees)
Unit # 9 - Miscellaneous Unclassified Management Employees

Public Comment

None.

Convene to Closed Session (Council Conference Room)

Mayor Gillmor adjourned into Closed Session at 5:00 PM.

7:00 PM JOINT CITY COUNCIL/STADIUM AUTHORITY BOARD MEETING

Call to Order in the Council Chambers

Mayor/Chair Gillmor called the regular meeting to order at 7:10 PM.

Pledge of Allegiance and Statement of Values

Council/Board recited the Pledge of Allegiance.

Council/Boardmember Park recited the Statement of Values.

Roll Call

Assistant City Clerk/Secretary Pimentel noted that **Council/Boardmember Chahal** and **Council/Boardmember Jain** are participating remotely pursuant to the Emergency Circumstances provision of AB2449. **Council/Boardmember Chahal** stated that he needs to participate remotely due to taking care of a family emergency. **Council/Boardmember Jain** stated that he needs to participate remotely due to taking care of his parents.

Assistant City Clerk/Secretary Pimentel recited the AB23 announcement and Statement of Behavioral Standards.

Assistant City Clerk/Secretary Pimentel also noted that any registered Lobbyist speaking during the Public Meeting will need to identify themselves and who they represent.

Present: 7 - Council/Boardmember Kathy Watanabe, Council/Boardmember Raj Chahal, Council/Boardmember Karen Hardy, Council/Boardmember Kevin Park, Council/Boardmember Suds Jain, Vice Mayor/Chair Anthony Becker, and Mayor/Chair Lisa M. Gillmor

A was made by Council/Boardmember Hardy, seconded by Vice Mayor/Chair Becker, to approve Council/Boardmember Chahal and Council/Boardmember Jain's remote participation.

Aye: 7 - Council/Boardmember Kathy Watanabe, Council/Boardmember Raj Chahal, Council/Boardmember Karen Hardy, Council/Boardmember Kevin Park, Council/Boardmember Suds Jain, Vice Mayor/Chair Anthony Becker, and Mayor/Chair Lisa M. Gillmor

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

City Attorney Googins noted that there was no reportable action from Closed Session.

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

Mayor Gillmor noted a request to move up Item 8 regarding GEN Grow Empower Nurture's September 28, 2024 Diwali Celebration.

SPECIAL ORDER OF BUSINESS

2. 24-424 Proclamation of September 2024 as World Alzheimer's Month

Mayor Gillmor, on behalf of the **Council**, proclaimed September 2024 as World Alzheimer's Month.

Claire Day (Interim Executive Director, Alzheimer's Association of Northern California) accepted the proclamation and provided some remarks.

CONSENT CALENDAR

Council/Boardmember Jain pulled Item 4.A regarding the audited Santa Clara Stadium Authority Fiscal Year 2023/24 annual financial statements.

Kirk Vartan requested to pull Item 3.K regarding the 2024 League of California Cities Annual Conference and Expo.

A motion was made by Vice Mayor/Chair Becker, seconded by Council/ Boardmember Park, to approve the Consent Calendar (except Item 4.A and 3.K).

Aye: 7 - Council/Boardmember Kathy Watanabe, Council/Boardmember Raj Chahal, Council/Boardmember Karen Hardy, Council/Boardmember Kevin Park, Council/Boardmember Suds Jain, Vice Mayor/Chair Anthony Becker, and Mayor/Chair Lisa M. Gillmor

3.A 24-932 Action on Meeting Minutes of May 20, 2024 Special City Council & Stadium Authority and June 4, 2024 Joint Council & Authorities and Stadium Authority Meetings

Recommendation: Approve the meeting minutes of May 20, 2024 Special City Council & Stadium Authority and June 4, 2024 Joint Council & Authorities and Stadium Authority Meetings.

A motion was made by Vice Mayor Becker, seconded by Councilmember Park, to approve the meeting minutes of May 20, 2024 Special City Council & Stadium Authority and June 4, 2024 Joint Council & Authorities and Stadium Authority Meetings.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

3.B 24-17 Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:
Planning Commission - August 21, 2024
Historical and Landmarks Commission - May 2, 2024
Board of Library Trustees - August 5, 2024
Board of Library Trustees - August 19, 2024

A motion was made by Vice Mayor Becker, seconded by Councilmember Park, to note and file the minutes of: Planning Commission - August 21, 2024, Historical and Landmarks Commission - May 2, 2024, Board of Library Trustees - August 5, 2024, Board of Library Trustees - August 19, 2024.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

3.C 24-645 Action on the Santa Clara Convention Center FY 2023/24 4th Quarter Financial Status Report

Recommendation: Note and file the Santa Clara Convention Center Financial Status Report for the 4th Quarter ending June 30, 2024, as submitted by OVG.

A motion was made by Vice Mayor Becker, seconded by Councilmember Park, to note and file the Santa Clara Convention Center Financial Status Report for the 4th Quarter ending June 30, 2024, as submitted by OVG.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

3.D 24-824 Action to Approve an Agreement with the Santa Clara Valley Water District (Valley Water) Relating to Payment of up to $350,000 to the City for Providing Support Services for Valley Water's Purified Water Project

Recommendation: Authorize the City Manager to execute the Agreement with the Santa Clara Valley Water District Relating to Valley Water's Payment for City's Support Services Related to Purified Water, in substantially the form presented subject to minor revisions approved or required by the City Manager or City Attorney

A motion was made by Vice Mayor Becker, seconded by Councilmember Park, to authorize the City Manager to execute the Agreement with the Santa Clara Valley Water District relating to Valley Water's payment for City's support services related to purified water, in substantially the form presented subject to minor revisions approved or required by the City Manager or City Attorney.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

3.E 24-511 Action on an Agreement with Kimley-Horn and Associates, Inc. for Planning Professional Services and an Agreement with BKF Engineers for Design Professional Services for the De La Cruz Boulevard, Lick Mill Boulevard, and Scott Boulevard Bikeway Improvements Project

Recommendation:

1. Authorize the City Manager to negotiate and execute an agreement with Kimley-Horn and Associates, Inc. to provide planning professional services for the De La Cruz Boulevard, Lick Mill Boulevard, and Scott Boulevard Bikeway Improvements project for an initial two-year term with maximum compensation not-to-exceed $552,685, in a final form approved by the City Attorney;
2. Authorize the City Manager to negotiate and execute an agreement with BKF Engineers to provide design professional services for the De La Cruz Boulevard, Lick Mill Boulevard, and Scott Boulevard Bikeway Improvements project for an initial two-year term with maximum compensation not-to-exceed $762,812, in a final form approved by the City Attorney; and
3. Authorize the City Manager to negotiate and execute amendments to both agreements to make modifications as required and extend the term for up to four additional one-year terms, subject to the compensation limits, and appropriation of funds, in final forms approved by the City Attorney.

A motion was made by Vice Mayor Becker, seconded by Councilmember Park, to (1) authorize the City Manager to negotiate and execute an agreement with Kimley-Horn and Associates, Inc. to provide planning professional services for the De La Cruz Boulevard, Lick Mill Boulevard, and Scott Boulevard Bikeway Improvements project for an initial two-year term with maximum compensation not-to-exceed $552,685, in a final form approved by the City Attorney; (2) authorize the City Manager to negotiate and execute an agreement with BKF Engineers to provide design professional services for the De La Cruz Boulevard, Lick Mill Boulevard, and Scott Boulevard Bikeway Improvements project for an initial two-year term with maximum compensation not-to-exceed $762,812, in a final form approved by the City Attorney; and (3) authorize the City Manager to negotiate and execute amendments to both agreements to make modifications as required and extend the term for up to four additional one-year terms, subject to the compensation limits, and appropriation of funds, in final forms approved by the City Attorney.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

3.F 24-703 Action on a Grant Agreement with the California Office of Traffic Safety and Amendment No. 1 to the Agreement with Kimley-Horn and Associates, Inc. for the Santa Clara Vision Zero Plan and Related Budget Amendments

Recommendation:

1. Authorize the City Manager to execute and take all necessary steps to implement the Grant Agreement between the City of Santa Clara and the State of California Office of Traffic Safety in the amount of $77,800 for the Santa Clara Vision Zero Plan, in a final form approved by the City Attorney;
2. Authorize the City Manager to negotiate and execute Amendment No. 1 to the Agreement with Kimley-Horn and Associates, Inc. to increase the maximum compensation by $24,299 for a revised not-to-exceed amount of $580,835, to provide promotional materials and additional support services for the Santa Clara Vision Zero Plan, in a final form approved by the City Attorney;
3. Authorize the City Manager to make minor modifications to both agreements and to extend the terms, if needed, in a final form approved by the City Attorney; and
4. Approve the FY 2024/25 budget amendment in the Streets and Highways Capital Fund to increase the Other Agencies Revenue estimate by $77,800 to recognize grant funding for the OTS grant and establish the Santa Clara Vision Zero - 2024 OTS Grant Project in the amount of $77,800. **(Five affirmative Council votes required to appropriate additional revenue)**.

A motion was made by Vice Mayor Becker, seconded by Councilmember Park, to (1) authorize the City Manager to execute and take all necessary steps to implement the Grant Agreement between the City of Santa Clara and the State of California Office of Traffic Safety in the amount of $77,800 for the Santa Clara Vision Zero Plan, in a final form approved by the City Attorney; (2) authorize the City Manager to negotiate and execute Amendment No. 1 to the Agreement with Kimley-Horn and Associates, Inc. to increase the maximum compensation by $24,299 for a revised not-to-exceed amount of $580,835, to provide promotional materials and additional support services for the Santa Clara Vision Zero Plan, in a final form approved by the City Attorney; (3) authorize the City Manager to make minor modifications to both agreements and to extend the terms, if needed, in a final form approved by the City Attorney; and (4) Approve the FY 2024/25 budget amendment in the Streets and Highways Capital Fund to increase the Other Agencies Revenue estimate by $77,800 to recognize grant funding for the OTS grant and establish the Santa Clara Vision Zero - 2024 OTS Grant Project in the amount of $77,800.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

3.G 24-702 Action on a Grant Agreement with the California Office of Traffic Safety, and Amendment No. 2 to the Agreement with Safe Moves, Inc., for the Safe Routes to School Program, and Related Budget Amendments

Recommendation:

1. Authorize the City Manager to execute and take all necessary steps to implement the Grant Agreement between the City of Santa Clara and the State of California Office of Traffic Safety in the amount of $69,050 for the Safe Routes to School Program, in a final form approved by the City Attorney;
2. Authorize the City Manager to execute Amendment No. 2 to the Agreement with Safe Moves, Inc. to increase the maximum compensation by $69,050 for a revised not-to-exceed amount of $714,250, to provide equipment and services in support of the Safe Routes to School Program, in a final form approved by the City Attorney;
3. Authorize the City Manager to make minor modifications to both agreements and to extend the terms, if needed, in a final form approved by the City Attorney; and
4. Approve the FY 2024/25 budget amendment in the Streets and Highways Capital Fund to increase the Other Agencies Revenue estimate by $69,050 to recognize grant funding for the OTS grant and establish the 2024 Santa Clara School Pedestrian and Bicycle Safety Project in the amount of $69,050 **(five affirmative Council votes required to appropriate additional revenue)**.

A motion was made by Vice Mayor Becker, seconded by Councilmember Park, to (1) authorize the City Manager to execute and take all necessary steps to implement the Grant Agreement between the City of Santa Clara and the State of California Office of Traffic Safety in the amount of $69,050 for the Safe Routes to School Program, in a final form approved by the City Attorney; (2) authorize the City Manager to execute Amendment No. 2 to the Agreement with Safe Moves, Inc. to increase the maximum compensation by $69,050 for a revised not-to-exceed amount of $714,250, to provide equipment and services in support of the Safe Routes to School Program, in a final form approved by the City Attorney; (3) authorize the City Manager to make minor modifications to both agreements and to extend the terms, if needed, in a final form approved by the City Attorney; and (4) approve the FY 2024/25 budget amendment in the Streets and Highways Capital Fund to increase the Other Agencies Revenue estimate by $69,050 to recognize grant funding for the OTS grant and establish the 2024 Santa Clara School Pedestrian and Bicycle Safety Project in the amount of $69,050.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

3.H 24-1528 Action to Authorize City Manager to Negotiate and Execute Amendment No. 3 to the Master Product and Services Agreement and Related Orders with Hexagon Safety & Infrastructure for the Computer Aided Dispatch System

Recommendation: Authorize the City Manager to negotiate and execute Amendment No. 3 to Master Product and Services Agreement (Master Agreement) with Hexagon Safety & Infrastructure to extend the term through November 30, 2029, and execute Orders pursuant to the terms of the Master Agreement to upgrade the Computer Aided Dispatch System to I/CAD 9.4 2H2023 and renew the maintenance and support services with a total not-to-exceed amount of $5,341,925, subject to the appropriation of funds and approval as to form by the City Attorney.

A motion was made by Vice Mayor Becker, seconded by Councilmember Park, to authorize the City Manager to negotiate and execute Amendment No. 3 to the Master Product and Services Agreement (Master Agreement) with Hexagon Safety & Infrastructure to extend the term through November 30, 2029, and execute Orders pursuant to the terms of the Master Agreement to upgrade the Computer Aided Dispatch System to I/CAD 9.4 2H2023 and renew the maintenance and support services with a total not-to-exceed amount of $5,341,925, subject to the appropriation of funds and approval as to form by the City Attorney.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

3.I 24-855 Action on Authorizing the Use of City Electric Forces for Public Works Projects at Various Locations

Recommendation:

1. Determine the proposed action is exempt from CEQA pursuant to Section 15303 (Class 3 - New Construction or Conversion of Small Structures) of Title 14 of the California Code of Regulations; and
2. Declare and determine in accordance with Section 1310 of the City Charter that the public works located at 45 Cronin Drive, 2230 Calle Del Mundo, 2900 Semiconductor Drive, and 2250 Walsh Avenue are better performed by the City with its own employees based on the information set forth in this Report to Council and authorize the performance of these public works consistent with this authorization.

A motion was made by Vice Mayor Becker, seconded by Councilmember Park, to (1) determine the proposed action is exempt from CEQA pursuant to Section 15303 (Class 3 - New Construction or Conversion of Small Structures) of Title 14 of the California Code of Regulations; and (2) declare and determine in accordance with Section 1310 of the City Charter that the public works located at 45 Cronin Drive, 2230 Calle Del Mundo, 2900 Semiconductor Drive, and 2250 Walsh Avenue are better performed by the City with its own employees based on the information set forth in this Report to Council and authorize the performance of these public works consistent with this authorization.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

3.J 24-843 Action to Approve Increased Hourly Rates for As-Needed Classifications Working at Levi's Stadium, Adopt Resolution Approving the Updated Salary Plan, and Approve Related Budget Amendment

Recommendation:

1. Approve increases to the hourly pay rate for the as-needed classifications of Per Diem Dispatcher, Per Diem Police Officer, and Traffic Control Officer;
2. Adopt a Resolution approving and adopting the updated as-needed salary plan reflecting the increased hourly rates; and
3. Approve the FY 2024/25 budget amendment in the General Fund to increase the Charges for Services budget in the amount of $317,623 and increase the Non-Departmental Salaries and Benefits budget in the amount of $317,623 **(five affirmative Council votes required to appropriate additional revenue).**

A motion was made by Vice Mayor Becker, seconded by Councilmember Park, to (1) approve increases to the hourly pay rate for the as-needed classifications of Per Diem Dispatcher, Per Diem Police Officer, and Traffic Control Officer; (2) adopt Resolution No. 24-9366 approving and adopting the updated as-needed salary plan reflecting the increased hourly rates; and (3) approve the FY 2024/25 budget amendment in the General Fund to increase the Charges for Services budget in the amount of $317,623 and increase the Non-Departmental Salaries and Benefits budget in the amount of $317,623.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

3.L 24-1603 Action to Waive First Reading and Introduce an Ordinance Amending and Restating in its Entirety Chapter 13.20 (Storm Drains and Discharges) of Title 13 (Public Services) of "The Code of the City of Santa Clara, California" to Enable Compliance with Regional Water Resources Control Board Requirements and Update Administrative Language

Recommendation: Waive First Reading and Introduce an Ordinance Amending and Restating in its Entirety Chapter 13.20 (Storm Drains and Discharges) of Title 13 (Public Services) of "The Code of the City of Santa Clara, California" to enable compliance with Regional Water Resources Control Board Requirements and Update Administrative Language.

A motion was made by Vice Mayor Becker, seconded by Councilmember Park, to waive First Reading and introduce Ordinance No. 2072 amending and restating in its entirety Chapter 13.20 (Storm Drains and Discharges) of Title 13 (Public Services) of "The Code of the City of Santa Clara, California" to enable compliance with Regional Water Resources Control Board requirements and update administrative language.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

3.M 24-838 Action to Adopt Ordinance No. 2071 Amending Chapter 2.140 ("Disaster Council") of Title 2 ("Administration and Personnel") of "The Code of the City of Santa Clara, California"

Recommendation: Waive Second Reading and Approve Adoption of Ordinance No. 2071 Amending Chapter 2.140 ("Disaster Council") of Title 2 ("Administration and Personnel") of "The Code of the City of Santa Clara, California"

A motion was made by Vice Mayor Becker, seconded by Councilmember Park, to waive Second Reading and adopt Ordinance No. 2071 amending Chapter 2.140 ("Disaster Council") of Title 2 ("Administration and Personnel") of "The Code of the City of Santa Clara, California".

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

SANTA CLARA STADIUM AUTHORITY BOARD CONSENT CALENDAR

4.B 24-891 Action on Stadium Manager's Request to Approve a Third Amendment to the Agreement with ABM Industry Group, LLC for Janitorial Services at Levi's Stadium for a Month-to-Month Extension Not to Exceed Six Months

Recommendation: Approve the Stadium Manager's request to execute a Third Amendment to the Agreement with ABM Industry Group to extend the term of the agreement on a month-to-month basis, beginning on October 1, 2024, for up to six months until the Stadium Manager enters into a new agreement for janitorial services at Levi's Stadium, subject to the Stadium Authority Board's approval, and completes the transition of services as needed depending on the recommended vendor through the formal solicitation process.

A motion was made by Vice Chair Becker, seconded by Boardmember Park, to approve the Stadium Manager's request to execute a Third Amendment to the Agreement with ABM Industry Group to extend the term of the agreement on a month-to-month basis, beginning on October 1, 2024, for up to six months until the Stadium Manager enters into a new agreement for janitorial services at Levi's Stadium, subject to the Stadium Authority Board's approval, and completes the transition of services as needed depending on the recommended vendor through the formal solicitation process.

Aye: 7 - Council/Boardmember Watanabe, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Council/Boardmember Jain, Vice Mayor/Chair Becker, and Mayor/Chair Gillmor

PUBLIC PRESENTATIONS

Brian Doyle expressed concerns regarding the City's negotiation with the San Francisco 49ers on hosting the FIFA World Cup and other non-NFL events. He made a Council Policy 030 request for a study session to review the FIFA World Cup contract.

John Haggerty spoke about the City's budget deficit and requested data on total City salary, total City revenue, and total City expenses.

Kirk Vartan requested a study session to review the FIFA World Cup contract and expressed concerns regarding Vice Mayor Becker's lack of recusal on San Francisco 49ers related items.

James Rowen spoke about the novel Nineteen Eighty-Four and San Francisco 49ers.

Suneet Bisht spoke of his opposition to the Silicon Valley Power 115 kilovolt transmission line.

Ruchika expressed concerns regarding the impact of the Silicon Valley Power 115 kilovolt transmission line on local residents.

Preshant Tiwari spoke of his preference for Route C alternative for the Silicon Valley Power 115 kilovolt transmission line.

A motion was made by Councilmember Watanabe, seconded by Mayor Gillmor, to agendize a study session on the FIFA World Cup contract.

Aye: 3 - Councilmember Watanabe, Vice Mayor Becker, and Mayor Gillmor

Nay: 4 - Councilmember Chahal, Councilmember Hardy, Councilmember Park, and Councilmember Jain

24-985 Post Meeting Material

CONSENT ITEMS PULLED FOR DISCUSSION

4.A 24-829 Report on the Audited Santa Clara Stadium Authority Fiscal Year 2023/24 Annual Financial Statements

Recommendation: Note and file the Santa Clara Stadium Authority Fiscal Year 2023/24 Annual Financial Statements.

Boardmember Jain asked staff to clarify details of the audit for the public.

Executive Director Grogan and **Stadium Authority Board Treasurer Lee** addressed **Boardmember Jain's** questions.

A motion was made by Boardmember Jain, seconded by Vice Chair Becker, to note and file the Santa Clara Stadium Authority Fiscal Year 2023/24 Annual Financial Statements.

Aye: 7 - Boardmember Watanabe, Boardmember Chahal, Boardmember Hardy, Boardmember Park, Boardmember Jain, Vice Chair Becker, and Chair Gillmor

3.K 24-874 Action to Designate a Voting Delegate for the 2024 League of California Cities Annual Conference and Expo

Recommendation: Designate City Councilmember Kevin Park as a voting delegate for the 2024 League of California Cities Annual Conference and Expo

Kirk Vartan pulled this item to express his concerns.

Mayor Gillmor noted that **Councilmember Park** is the only Councilmember attending the 2024 League of California Cities Annual Conference and Expo.

A motion was made by Councilmember Hardy, seconded by Vice Mayor Becker, to designate Councilmember Park as a voting delegate for the 2024 League of California Cities Annual Conference and Expo.

Aye: 6 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

Abstained: 1 - Councilmember Park

PUBLIC HEARING/GENERAL BUSINESS

8. 24-931 Consideration of Action on a Request from Councilmember Jain for City Sponsorship or Other Support for GEN Grow Empower Nurture's September 28, 2024 Diwali Celebration at Live Oak Park

Recommendation: Staff makes no recommendation regarding provision of financial support for GEN Grow Empower Nurture's September 28, 2024 Family Nav Diwali Festival and Garba event at Live Oak Park. Staff does not recommend provision of additional promotional support for the event beyond GEN's usage of the free-standing sign at Live Oak Park.

Item 8 was moved up on the agenda to be heard after the Consent Calendar.

Councilmember Jain spoke on the meaning and significance of Diwali.

City Manager Grogan gave some remarks and introduced **Acting Director of Parks and Recreation Bojorquez** who provided a Powerpoint presentation.

Council comments and questions followed.

Acting Director of Parks and Recreation Bojorquez responded to **Council** questions.

Public Comments: Satish Chandra
Kaushal Varshney
Sandeep Kaur
Ravinder Kaur
Ashish Garg
Priyanka
Jaya Gautam
Nishtha Oberai
Neelam Kaswa
Prashant Tiwari

Council discussion ensued.

City Manager Grogan, City Attorney Googins and Acting Director of Parks and Recreation Bojorquez addressed **Council** questions.

A motion was made by Councilmember Jain, seconded by Councilmember Hardy, to sponsor Gen Grow Empower Nurture's September 28, 2024 Diwali Celebration contingent on GEN fulfilling all conditions of the City's Community Grant Policy.

Aye: 6 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Vice Mayor Becker

Nay: 1 - Mayor Gillmor

Council/Boardmember Chahal and **Council/Boardmember Jain** left the meeting at 9:45 PM.

Mayor/Chair Gillmor called for a recess at 9:45 PM and reconvened the meeting at 10:00 PM.

5. 24-810 Public Hearing: Approval of the 2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER) for Submission to the U.S. Department of Housing and Urban Development (HUD)

Recommendation:

1. Approve the 2023-2024 Consolidated Annual Performance and Evaluation Report (Attachment 1) and authorize the City Manager, or his designee, to execute the documents for submission to the U.S. Department of Housing and Urban Development (HUD) by September 27, 2024 unless otherwise directed by HUD.

2. Direct staff to incorporate all public comments into the final version to be submitted to HUD on or before September 27, 2024.

Mayor Gillmor opened the Public Hearing.

City Manager Grogan made a few opening remarks and introduced **Housing Division Manager Marcus** who provided a Powerpoint presentation on the Consolidated Annual Performance and Evaluation Report for Use of Housing and Urban Development Funds.

Council comments and questions followed.

Public Comment: None.

A motion was made by Vice Mayor Becker, seconded by Councilmember Hardy, to close the Public Hearing.

Aye: 5 - Councilmember Watanabe, Councilmember Hardy, Councilmember Park, Vice Mayor Becker, and Mayor Gillmor

Absent: 2 - Councilmember Chahal, and Councilmember Jain

A motion was made by Vice Mayor Becker, seconded by Councilmember Hardy, to (1) approve the 2023-2024 Consolidated Annual Performance and Evaluation Report and authorize the City Manager, or his designee, to execute the documents for submission to the U.S. Department of Housing and Urban Development (HUD) by September 27, 2024 unless otherwise directed by HUD; and (2) direct staff to incorporate all public comments into the final version to be submitted to HUD on or before September 27, 2024.

Aye: 5 - Councilmember Watanabe, Councilmember Hardy, Councilmember Park, Vice Mayor Becker, and Mayor Gillmor

Absent: 2 - Councilmember Chahal, and Councilmember Jain

6. 24-759 Public Hearing: Action on Four Corrective Amendments to the Zoning Map that Resolve Inconsistencies with the City's General Plan Land Use Diagram, for the Properties located at 4995 Patrick Henry Drive / 3005 Democracy Way; 807 Washington Street; 1435 Lewis Street and 1430 and 1448 Madison Street; and 2805 Bowers Avenue.

Recommendation: Adopt a Resolution to Amend the revised Zoning Map, consistent with the City's General Plan land use diagram, for the Properties located at 4995 Patrick Henry Drive / 3005 Democracy Way; 807 Washington Street; 1435 Lewis Street and 1430 and 1448 Madison Street; and 2805 Bowers Avenue.

Mayor Gillmor opened the Public hearing.

City Manager Grogan made opening remarks and introduced **Acting Director of Community Development Brilliot** who provided a Powerpoint presentation regarding corrective amendments to the Zoning Map.

Council discussion ensued.

Public Comment: None.

A motion was made by Vice Mayor Becker, seconded by Councilmember Hardy, to close the Public Hearing.

Aye: 5 - Councilmember Watanabe, Councilmember Hardy, Councilmember Park, Vice Mayor Becker, and Mayor Gillmor

Absent: 2 - Councilmember Chahal, and Councilmember Jain

A motion was made by Vice Mayor Becker, seconded by Councilmember Hardy, to adopt Resolution No. 24-9367 to amend the revised Zoning Map, consistent with the City's General Plan land use diagram, for the Properties located at 4995 Patrick Henry Drive / 3005 Democracy Way; 807 Washington Street; 1435 Lewis Street and 1430 and 1448 Madison Street; and 2805 Bowers Avenue.

Aye: 5 - Councilmember Watanabe, Councilmember Hardy, Councilmember Park, Vice Mayor Becker, and Mayor Gillmor

Absent: 2 - Councilmember Chahal, and Councilmember Jain

7. 24-513 Action on Resolutions Accepting the Monroe Street Bikeway Planning Study, Selecting a Preferred Design Concept and, as appropriate, Taking Related Actions Regarding Parking and Curb Modifications

Recommendation: Alternatives 1,3, and 6:

1. Adopt a resolution accepting the Monroe Street Bikeway Planning Study;
3. Approve roadway concept titled "Two Lanes, Buffered Bike Lanes, Center Turn Lane, Parking on Both Sides" as the preferred alternative; and
6. Adopt a resolution establishing no parking zones as necessary on Monroe Street between Lawrence Expressway and San Tomas Expressway to accommodate the approved bikeway facilities.

City Manager Grogan made some opening remarks and introduced **Assistant Director of Public Works Liw** who provided a Powerpoint presentation on the Monroe Street Bikeway Planning Study.

Council comments and questions followed.

Assistant Director of Public Works Liw and Jeff Knowles (Director, Alta Planning + Design) addressed **Council** questions.

Public Comment: Matthew Garett
Ethan Pratt
Betsy Megas
Jeff Houston
James Kuszmaul
Gavin Achtemeier
Linda

A motion was made by Vice Mayor Becker, seconded by Counicl member Hardy, to (1) adopt Resolution No. 24-9368 accepting the Monroe Street Bikeway Planning Study; (2) approve roadway concept titled "Two Lanes, Buffered Bike Lanes, Center Turn Lane, Parking on Both Sides" as the preferred alternative; and (3) adopt Resolution No. 24-9369 establishing no parking zones as necessary on Monroe Street between Lawrence Expressway and San Tomas Expressway to accommodate the approved bikeway facilities.

Aye: 5 - Councilmember Watanabe, Councilmember Hardy, Councilmember Park, Vice Mayor Becker, and Mayor Gillmor

Absent: 2 - Councilmember Chahal, and Councilmember Jain

REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER REQUESTS 030

None.

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

None.

ADJOURNMENT

The meeting was adjourned at 11:40 PM.

A motion was made by Vice Mayor/Chair Becker, seconded by Council/Boardmember Hardy, to adjourn the meeting.

Aye: 5 - Council/Boardmember Watanabe, Council/Boardmember Hardy, Council/Boardmember Park, Vice Mayor/Chair Becker, and Mayor/Chair Gillmor

Absent: 2 - Council/Boardmember Chahal, and Council/Boardmember Jain

The next regular scheduled meeting is on Tuesday, October 8, 2024 in the City Hall Council Chambers.

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

STREAMING SERVICES: As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15 or AT&T U-verse channel 99), or the livestream on the City's YouTube channel or Facebook page.

Note: The public cannot participate in the meeting through these livestreaming methods; livestreaming capabilities may be disrupted at times, viewers may always view and participate in meetings in-person and via Zoom as noted on the agenda.

AB23 ANNOUNCEMENT: Members of the Santa Clara Stadium Authority, Sports and Open Space Authority and Housing Authority are entitled to receive $30 for each attended meeting.

Note: The City Council and its associated Authorities meet as separate agencies but in a concurrent manner. Actions taken should be considered actions of only the identified policy body.

LEGEND: City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA); Bayshore North Project Enhancement Authority (BNPEA); Public Facilities Financing Corporation (PFFC)

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

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In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

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Draft

City of Santa Clara

Special Meeting Minutes

Call and Notice of Special Meeting of the City Council

10/21/2024 **5:30 PM**

Hybrid Meeting
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

The City of Santa Clara is conducting City Council meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

- Via Zoom:
  - https://santaclaraca.zoom.us/j/99706759306
    Meeting ID: 997-0675-9306
  - Phone 1(669) 900-6833

How to Submit Written Public Comment Before City Council Meeting:

1. Use the eComment tab located on the City Council Agenda page https://santaclara.legistar.com/Calendar.aspx). eComments are directly sent to the iLegislate application used by City Council and staff, and become part of the public record. eComment closes 15 minutes before the start of a meeting.
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NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 ("The Brown Act") and Section 708 of the Santa Clara City Charter, the Mayor calls for a Special Meeting of the City Council of the City of Santa Clara, to commence and convene on October 21, 2024, at 5:30 pm for a Special Meeting to be held virtually and in the City Hall Council Chambers located in the East Wing of City Hall at 1500 Warburton Avenue, Santa Clara, California, to consider the following matter(s) and to potentially take action with respect to them.

5:30 PM CLOSED SESSION

Call to Order in the Council Chambers

Mayor Gillmor called the special meeting to order at 5:30 PM.

Roll Call

Present: 4 - Councilmember Raj Chahal, Councilmember Karen Hardy, Councilmember Suds Jain, and Mayor Lisa M. Gillmor

Absent: 3 - Councilmember Kathy Watanabe, Councilmember Kevin Park, and Vice Mayor Anthony Becker

A motion was made by Councilmember Jain, seconded by Councilmember Hardy, to excuse Vice Mayor Becker, Councilmember Park, and Councilmember Watanabe from the meeting.

Aye: 4 - Councilmember Chahal, Councilmember Hardy, Councilmember Jain, and Mayor Gillmor

Absent: 3 - Councilmember Watanabe, Councilmember Park, and Vice Mayor Becker

Public Comment

None.

ADJOURN TO CLOSED SESSION FOR THE FOLLOWING:

Mayor Gillmor adjourned into Closed Session at 5:32 PM.

1. 24-902 Conference with Legal Counsel-Existing Litigation (CC)
Pursuant to Gov't Code § 54956.9(d)(1)

Moonlite Associates LLC v. City of Santa Clara, United States District Court, Northern District of California Case No. 5:24-CV-00723-VKD

Vice Mayor Becker joined the Closed Session at 5:35 PM.

Councilmember Park joined the Closed Session at 5:40 PM.

REPORTS OF ACTION TAKEN IN CLOSED SESSION, IF ANY REQUIRED, TO BE PRESENTED BY THE CITY ATTORNEY IN PERSON IN COUNCIL CHAMBERS AND AT THE MEETING ON OCTOBER 22, 2024.

None.

ADJOURNMENT

The meeting was adjourned at 6:23 PM.

The next regular scheduled meeting is on Tuesday, November 22, 2024 in the City Hall Council Chambers.

MEETING DISCLOSURES

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Draft

City of Santa Clara

Meeting Minutes of the

Joint City Council and Authorities Concurrent &

Santa Clara Stadium Authority Board

10/22/2024 **5:30 PM** **Hybrid Meeting**
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

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• Via Zoom:

o https://santaclaraca.zoom.us/j/99706759306

Meeting ID: 997-0675-9306

o Phone 1(669) 900-6833

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5:30 PM STUDY SESSION

Call to Order in the Council Chambers

Mayor Gillmor called the Study Session to order at 5:36 PM.

Confirmation of Quorum

Assistant City Clerk Pimentel confirmed a quorum.

1. 24-765 Study Session: Overview of the Citywide Risk Assessment and Proposed 2024 and 2025 Internal Audit Work Plans

Recommendation: Review and provide input on the Annual Risk Assessment and 2024/2025 Audit Work Plan.

City Manager Grogan introduced **Audit Manager Noce** who provided a Powerpoint presentation on the Citywide Risk Assessment and Internal Audit Work Plan along with **Chiemi Perry (Consultant, Baker Tilly).**

Council questions and comments followed.

Audit Manager Noce and **Chiemi Perry (Consultant, Baker Tilly)** addressed **Council** questions.

Public Comment: None.

7:00 PM JOINT CITY COUNCIL/STADIUM AUTHORITY BOARD MEETING

Call to Order in Council Chambers

Mayor/Chair Gillmor called the regular meeting to order at 7:01 PM.

Pledge of Allegiance and Statement of Values

Council/Board recited the Pledge of Allegiance.

Council/Boardmember Park recited the Statement of Values.

Roll Call

Assistant City Clerk Pimentel recited the AB23 announcement and Statement of Behavorial Standards.

Assistant City Clerk Pimentel also noted that any registered Lobbyist speaking during the Public Meeting will need to identify themselves and whom they represent.

Present: 7 - Council/Boardmember Kathy Watanabe, Council/Boardmember Raj Chahal, Council/Boardmember Karen Hardy, Council/Boardmember Kevin Park, Council/Boardmember Suds Jain, Vice Mayor/Chair Anthony Becker, and Mayor/Chair Lisa M. Gillmor

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS ON OCTOBER 21, 2024

City Attorney Googins noted that **Council** met in Closed Session at the October 21, 2024 Special City Council Meeting and that there was no reportable action.

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

A motion was made by **Vice Mayor Becker** to reconsider Item 5 regarding the 115 kilovolt Transmission Line Project from the October 8, 2024 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting.

Council questions and comments followed.

City Attorney Googins and **City Manager Grogan** addressed **Council** questions.

The motion was withdrawn by **Vice Mayor Becker**.

Public Comments:

Prashant Tiwari requested Council to reconsider other alternative route options for the 115kV Transmission Line Project.

Preetika Tiwari requested for a detailed analysis of Route C for the 115kV Transmission Line Project.

SPECIAL ORDER OF BUSINESS

2.A 24-566 Proclamation of October 2024 as Domestic Violence Awareness Month

Mayor Gillmor, on behalf of the **Council**, proclaimed October 2024 as Domestic Violence Awareness.

Tejeswi Dodda (Coordinator, Maitri) accepted the proclamation and provided some remarks.

2.B 24-1068 Proclamation of October 2024 as Hindu American Awareness and Appreciation Month

Mayor Gillmor, on behalf of the **Council**, proclaimed October 2024 as Hindu American Awareness and Appreciation Month.

Neetu Garg (Hindu Community of Santa Clara) accepted the proclamation and provided some remarks.

2.C 24-828 Proclamation of October 2024 as Cybersecurity Awareness Month

Mayor Gillmor, on behalf of the **Council**, proclaimed October 2024 as Cybersecurity Awareness Month.

Director of Information Technology Garg accepted the proclamation and provided some comments.

CONSENT CALENDAR

Mayor/Chair Gillmor pulled Item 3.G regarding the George F. Haines International Swim Center.

Council/Boardmember Jain pulled Item 4.B regarding the Santa Clara Stadium Authority Financial Status Report for Quarter Ending June 30, 2024.

A motion was made by Council/Boardmember Chahal, seconded by Council/Boardmember Hardy, to approve the Consent Calendar (except Item 3.G and Item 4.B).

Aye: 7 - Council/Boardmember Kathy Watanabe, Council/Boardmember Raj Chahal, Council/Boardmember Karen Hardy, Council/Boardmember Kevin Park, Council/Boardmember Suds Jain, Vice Mayor/Chair Anthony Becker, and Mayor/Chair Lisa M. Gillmor

3.A 24-898 Action on the July 9, 2024 Joint Council & Authorities Concurrent and Stadium Authority Meeting Minutes

Recommendation: Approve the July 9, 2024 Joint Council & Authorities Concurrent and Stadium Authority Meeting Minutes.

A motion was made by Councilmember Chahal, seconded by Councilmember Hardy, to approve the July 9, 2024 Joint Council & Authorities Concurrent and Stadium Authority Meeting Minutes.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

3.B 24-19 Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:
Governance and Ethics Committee - July 2, 2024
Planning Commission - September 11, 2024
Civil Service Commission - August 8, 2024

A motion was made by Councilmember Chahal, seconded by Councilmember Hardy, to note and file the minutes of Governance and Ethics Committee - July 2, 2024, Planning Commission - September 11, 2024, and Civil Service Commission - August 8, 2024.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

3.C 24-890 Action on City Bills and Claims Report for the period August 10, 2024 - September 20, 2024

Recommendation: Approve the list of Bills and Claims for August 10, 2024 - September 20, 2024.

A motion was made by Councilmember Chahal, seconded by Councilmember Hardy, to approve the list of Bills and Claims for August 10, 2024 - September 20, 2024.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

3.D 24-857 Action on Monthly Financial Status and Investment Reports for July and August 2024 and Approve the Related Budget Amendments

Recommendation:
1. Note and file the Monthly Financial Status Reports and Monthly Investment Reports for July 2024 and August 2024 as presented; and
2. Approve the FY 2024/25 Budget Amendments in the following funds (as detailed in Attachment 5): (a) In the General Fund, with a net impact of $0; (b) In the City Affordable Housing Fund, with a net impact of $0; and (c) In the Electric Utility Capital Fund, with a net impact of $3,640,629.

A motion was made by Councilmember Chahal, seconded by Councilmember Hardy, to (1) note and file the Monthly Financial Status Reports and Monthly Investment Reports for July 2024 and August 2024 and (2) approve the FY 2024/25 Budget Amendments in the following funds: (a) In the General Fund, with a net impact of $0; (b) In the City Affordable Housing Fund, with a net impact of $0; and (c) In the Electric Utility Capital Fund, with a net impact of $3,640,629.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

3.E 24-830 Resolution Increasing the Transient Occupancy Tax Rate from 12.5% to 13.5% effective January 1, 2025; and Introduction of an Ordinance Amending Section 3.25.030 of the Santa Clara City Code to Reflect the Increase in the Transient Occupancy Tax Rate

Recommendation:

1. Approve a resolution increasing the Transient Occupancy Tax rate from 12.5% to 13.5% effective January 1, 2025; and
2. Approve the introduction of an ordinance amending section 3.25.030 of the Santa Clara City Code to reflect the increase in the Transient Occupancy Tax rate.

A motion was made by Councilmember Chahal, seconded by Councilmember Hardy, to (1) adopt Resolution No. 24-9373 increasing the Transient Occupancy Tax rate from 12.5% to 13.5% effective January 1, 2025; and (2) approve the introduction of Ordinance 2073 amending section 3.25.030 of the Santa Clara City Code to reflect the increase in the Transient Occupancy Tax rate.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

3.F 24-54 Action Authorizing the City Manager to Award Purchase Orders to Vendor(s) for the Purchase of Streetlight Poles for the Great America Parkway Streetlight Replacement Project

Recommendation: Authorize the City Manager or designee to issue purchase order(s) to vendor(s) presenting the lowest responsive and responsible bids for the purchase of aluminum streetlight poles and required hardware for the Great America Parkway Streetlight Replacement Project, with a total amount not-to-exceed $700,000, inclusive of applicable taxes, subject to compliance with Chapter 2.105 of the City Code, approval as to form by the City Attorney, and appropriation of funds.

A motion was made by Councilmember Chahal, seconded by Councilmember Hardy, to authorize the City Manager or designee to issue purchase order(s) to vendor(s) presenting the lowest responsive and responsible bids for the purchase of aluminum streetlight poles and required hardware for the Great America Parkway Streetlight Replacement Project, with a total amount not-to-exceed $700,000, inclusive of applicable taxes, subject to compliance with Chapter 2.105 of the City Code, approval as to form by the City Attorney, and appropriation of funds.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

3.H 24-49 Action on Northern California Power Agency (NCPA) Shared Use and Occupancy Agreement

Recommendation:

1. Authorize the City Manager or designee to execute the (a) Northern California Power Agency Shared Use and Occupancy Agreement Signatory Member Execution Page; and (b) Northern California Power Agency Shared Use and Occupancy Agreement Signatory Member Request to Use and Occupy Available Office Space in the forms presented; and
2. Authorize the City Manager or designee to (a) take any actions as necessary to implement and administer the Northern California Power Agency Shared Use and Occupancy Agreement, and (b) amend the agreement with no material cost increase, subject to budget appropriations and review and approval as to form by City Attorney.

A motion was made by Councilmember Chahal, seconded by Councilmember Hardy, to (1) authorize the City Manager or designee to execute the (a) Northern California Power Agency Shared Use and Occupancy Agreement Signatory Member Execution Page; and (b) Northern California Power Agency Shared Use and Occupancy Agreement Signatory Member Request to Use and Occupy Available Office Space in the forms presented; and (2) authorize the City Manager or designee to (a) take any actions as necessary to implement and administer the Northern California Power Agency Shared Use and Occupancy Agreement, and (b) amend the agreement with no material cost increase, subject to budget appropriations and review and approval as to form by City Attorney.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

3.I 24-758 Action on Authorizing the Use of City Electric Forces for Public Works Located at 45 Cronin Drive

Recommendation:

1. Determine that the proposed action is exempt from CEQA pursuant to Section 15302 (Class 2 - Replacement or Reconstruction) of Title 14 of the California Code of Regulations; and
2. Declare and determine in accordance with Section 1310 of the City Charter that the public work located at 2900 Mead Avenue is better performed by the City with its own employees based on the information set forth in this Report to Council and authorize the performance of this public work consistent with this authorization.

A motion was made by Councilmember Chahal, seconded by Councilmember Hardy, to (1) determine that the proposed action is exempt from CEQA pursuant to Section 15302 (Class 2 - Replacement or Reconstruction) of Title 14 of the California Code of Regulations; and (2) declare and determine in accordance with Section 1310 of the City Charter that the public work located at 2900 Mead Avenue is better performed by the City with its own employees based on the information set forth in this Report to Council and authorize the performance of this public work consistent with this authorization.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

3.J 24-834 Adopt the Resolution Amending the City of Santa Clara Conflict of Interest Codes for Designated Positions as Required by the Political Reform Act Conflict of Interest Code Biennial Update

Recommendation: Adopt the Resolution amending the City of Santa Clara Conflict of Interest Code required by the Political Reform Act and Regulations of the Fair Political Practices Commission

A motion was made by Councilmember Chahal, seconded by Councilmember Hardy, to adopt Resolution No. 24-9374 amending the City of Santa Clara Conflict of Interest Code required by the Political Reform Act and Regulations of the Fair Political Practices Commission.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

3.K 24-871 Action on the FY 2023/24 Annual Report for the Santa Clara Tourism Improvement District (SCTID) as Presented by the SCTID Owner's Association

Recommendation: Approve the FY 2023/24 Annual Report for the Santa Clara Tourism Improvement District (SCTID) as presented by the SCTID Owner's Association.

A motion was made by Councilmember Chahal, seconded by Councilmember Hardy, to approve the FY 2023/24 Annual Report for the Santa Clara Tourism Improvement District (SCTID).

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

3.L 24-1002 Action to Waive Second Reading and Adopt Ordinance No. 2072 Amending and Restating in its Entirety Chapter 13.20 (Storm Drains and Discharges) of Title 13 (Public Services) of "The Code of the City of Santa Clara, California" to Enable Compliance with Regional Water Resources Control Board Requirements and Update Administrative Language.

Recommendation: Waive Second Reading and adopt Ordinance No. 2072 amending and restating in its entirety Chapter 13.20 (Storm Drains and Discharges) of Title 13 (Public Services) of "The Code of the City of Santa Clara, California" to enable compliance with Regional Water Resources Control Board Requirements and update administrative language.

A motion was made by Councilmember Chahal, seconded by Councilmember Hardy, to waive Second Reading and adopt Ordinance No. 2072 amending and restating in its entirety Chapter 13.20 (Storm Drains and Discharges) of Title 13 (Public Services) of "The Code of the City of Santa Clara, California" to enable compliance with Regional Water Resources Control Board Requirements and update administrative language.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

SANTA CLARA STADIUM AUTHORITY BOARD CONSENT CALENDAR

4.A 24-905 Action on Stadium Authority Bills and Claims for the Month of August 2024

Recommendation: Approve the list of Stadium Authority Bills and Claims for August 2024.

A motion was made by Boardmember Chahal, seconded by Boardmember Hardy, to approve the list of Stadium Authority Bills and Claims for August 2024.

Aye: 7 - Boardmember Watanabe, Boardmember Chahal, Boardmember Hardy, Boardmember Park, Boardmember Jain, Vice Chair Becker, and Chair Gillmor

4.C 24-1015 Action on the Stadium Manager's Request for Approval of an Agreement with AMS Electric LLC dba Prime Electric LLC to Replace the Lighting Systems at Levi's Stadium (Lighting Systems - Fixture Replacement of Major Outdoor Lighting/LED Retrofit/Sports Lighting CapEx Project) and Related Budget Amendment

Recommendation:

1. Approve a budget amendment for the Lighting Systems - Fixture Replacement of Major Outdoor Lighting/LED Retrofit/Sports Lighting line item in the Stadium Authority FY 2024/25 CapEx Budget to increase the budget by $414,631 from the Capital Budget Ending Fund Balance, for a total budget amount of $5,139,631;
2. Approve the Stadium Manager's request to award a one-time agreement to AMS Electric LLC dba Prime Electric LLC in the amount of $4,736,475 to replace the lighting systems at Levi's Stadium (Lighting Systems - Fixture Replacement of Major Outdoor Lighting/LED Retrofit/Sports Lighting CapEx Project);
3. Authorize the Stadium Manager to execute any and all documents associated with, and necessary for the award, completion, and acceptance of the project, in a form substantially similar to Attachment 2; and
4. Authorize the Stadium Manager to execute change orders for the agreement up to $236,824, for a total not to exceed amount of $4,973,299.

A motion was made by Boardmember Chahal, seconded by Boardmember Hardy, to (1) approve a budget amendment for the Lighting Systems - Fixture Replacement of Major Outdoor Lighting/LED Retrofit/Sports Lighting line item in the Stadium Authority FY 2024/25 CapEx Budget to increase the budget by $414,631 from the Capital Budget Ending Fund Balance, for a total budget amount of $5,139,631; (2) approve the Stadium Manager's request to award a one-time agreement to AMS Electric LLC dba Prime Electric LLC in the amount of $4,736,475 to replace the lighting systems at Levi's Stadium (Lighting Systems - Fixture Replacement of Major Outdoor Lighting/LED Retrofit/Sports Lighting CapEx Project); (3) authorize the Stadium Manager to execute any and all documents associated with, and necessary for the award, completion, and acceptance of the project, in a form substantially similar to Attachment 2; and (4) authorize the Stadium Manager to execute change orders for the agreement up to $236,824, for a total not to exceed amount of $4,973,299.

Aye: 7 - Boardmember Watanabe, Boardmember Chahal, Boardmember Hardy, Boardmember Park, Boardmember Jain, Vice Chair Becker, and Chair Gillmor

4.D 24-925 Action on Stadium Manager's Request to Execute a Second Amendment to the Concessions Operating Agreement with Levy Premium Foodservice Limited Partnership

Recommendation:

Approve the Stadium Manager's request to execute a Second Amendment to the Concessions Operating Agreement with Levy Premium Foodservice Limited Partnership on the terms presented.

A motion was made by Boardmember Chahal, seconded by Boardmember Hardy, to approve the Stadium Manager's request to execute a Second Amendment to the Concessions Operating Agreement with Levy Premium Foodservice Limited Partnership on the terms presented.

Aye: 7 - Boardmember Watanabe, Boardmember Chahal, Boardmember Hardy, Boardmember Park, Boardmember Jain, Vice Chair Becker, and Chair Gillmor

PUBLIC PRESENTATIONS

Brian Darby expressed concerns regarding the amount of money spent on elections and requested an agenda item to discuss special interests money in City of Santa Clara elections.

Brian Doyle spoke about the contract to host the FIFA World Cup.

Satish Chandra expressed concerns regarding the negative advertisements against his political campaign.

Kevin Zacher spoke about the struggles of the Santa Clara Swim Club.

Ruslan Alikperov called for closer cooperation between City of Santa Clara and Ukraine.

John Haggerty questioned why Measure I flier lacked information on interest payments.

Vicky Fairchild spoke about Albert Gonzalez's political candidacy for City Council.

Harbir Bhatia expressed concerns regarding **Councilmembers'** stance on divisive issues.

Public Speaker spoke about negative campaigning.

CONSENT ITEMS PULLED FOR DISCUSSION

3.G 24-1031 Action on Award of Contract for Pool Replastering Services at the George F. Haines International Swim Center to Adams Pool Solutions

Recommendation:

1. Determine that the proposed action is exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of California Code of Regulations.
2. Authorize the City Manager to negotiate and execute an agreement with Adams Pool Solutions (Agreement) for Pool Replastering Services at the George F. Haines International Swim Center with maximum compensation not-to-exceed $420,072 plus applicable taxes, subject to the appropriation of funds, in final forms approved by the City Attorney;
3. Authorize the City Manager to negotiate and execute amendments to the Agreement to (a) increase the maximum compensation amount by $400,000 for a revised maximum compensation amount of $820,072 for additional time and materials to remedy any unforeseen damages discovered during the course of the project and (b) add or delete services consistent with the scope of services, subject to the appropriation of funds, in final forms approved by the City Attorney; and
4. Authorize the City Manager to negotiate and execute an agreement with Burkett's Pool Plastering in the event Adams Pool Solutions is unable to provide the services, subject to the total maximum compensation amount of $820,072 and the appropriation of funds, in final forms approved by the City Attorney.

Mayor Gillmor pulled this item for discussion.

City Manager Grogan introduced **Assistant City Manager/Director of Parks and Recreation Bojorquez** who provided a Powerpoint presentation on the International Swim Center milestones and timeline.

Council questions followed.

Assistant City Manager/Director of Parks and Recreation Bojorquez addressed **Council** questions and concerns.

Public Comments: Linda
Vikas Gupta
Amanda Pease
John Haggerty
Brian Darby

Council discussion ensued.

City Manager Grogan addressed **Council** comments.

A motion was made by Vice Mayor Becker, and seconded by

Councilmember Chahal, to (1) determine that the proposed action is exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of California Code of Regulations; (2) authorize the City Manager to negotiate and execute an agreement with Adams Pool Solutions (Agreement) for Pool Replastering Services at the George F. Haines International Swim Center with maximum compensation not-to-exceed $420,072 plus applicable taxes, subject to the appropriation of funds, in final forms approved by the City Attorney; (3) authorize the City Manager to negotiate and execute amendments to the Agreement to (a) increase the maximum compensation amount by $400,000 for a revised maximum compensation amount of $820,072 for additional time and materials to remedy any unforeseen damages discovered during the course of the project and (b) add or delete services consistent with the scope of services, subject to the appropriation of funds, in final forms approved by the City Attorney; and (4) authorize the City Manager to negotiate and execute an agreement with Burkett's Pool Plastering in the event Adams Pool Solutions is unable to provide the services, subject to the total maximum compensation amount of $820,072 and the appropriation of funds, in final forms approved by the City Attorney.

Aye: 6 - Councilmember Watanabe, Councilmember Chahal, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

Nay: 1 - Councilmember Hardy

24-1085 Post Meeting Material

4.B 24-760 Action on the Santa Clara Stadium Authority Financial Status Report for Quarter Ending June 30, 2024 and Related Budget Amendments

Recommendation:

1. Note and file the Santa Clara Stadium Authority Financial Status Report for the Quarter Ending June 30, 2024; and
2. Approve a budget amendment in the Operating Budget to increase the Performance-Based Rent (paid to City) in the amount of $225,000 and Stadium Authority G&A in the amount of $100,000 offset by a decrease to Ending Fund Balance - Unrestricted.

Boardmember Jain pulled this item to request a breakdown of the revenue generated by the Stadium.

Stadium Authority Treasurer Lee addressed **Boardmember Jain's** questions.

Public Comment: None.

A motion was made by Boardmember Jain, seconded by Vice Chair Becker, to (1) note and file the Santa Clara Stadium Authority Financial Status Report for the Quarter Ending June 30, 2024; and (2) approve a budget amendment in the Operating Budget to increase the Performance-Based Rent (paid to City) in the amount of $225,000 and Stadium Authority G&A in the amount of $100,000 offset by a decrease to Ending Fund Balance - Unrestricted.

Aye: 6 - Boardmember Watanabe, Boardmember Chahal, Boardmember Hardy, Boardmember Park, Boardmember Jain, Vice Chair Becker, and Chair Gillmor

Nay: 1 - Boardmember Watanabe

PUBLIC HEARING/GENERAL BUSINESS

5. 24-514 Action on Resolutions Accepting the Walsh/Martin Avenue Bikeway Planning Study, Selecting a Preferred Design Concept and, as Appropriate, Taking Related Actions Regarding Parking and Curb Modifications.

Recommendation: Alternatives 1, 2b, 3b, 4b, and 5.

1. Adopt a resolution accepting the Walsh/Martin Avenue Bikeway Planning Study;

2b. Approve the roadway concept Four Lanes, Protected/Buffered Bikeway, Center Turn Lane, Maintain No Parking for the 80-foot-wide section of Walsh Avenue;

3b. Approve the roadway concept Four Lanes, Protected/Buffered Bikeway, Remove Parking for the 64-foot-wide section of Walsh Avenue; adopt a resolution amending parking regulations to remove on-street parking on both sides of Walsh Avenue between San Tomas Expressway and Lafayette Street

4b. Approve the roadway concept Four Lanes, Protected/Buffered Bikeway, Remove Parking for Martin Avenue; adopt a resolution amending parking regulations to remove on-street parking on both sides of Martin Avenue between Lafayette Street and De La Cruz Boulevard; and

5. Adopt a resolution to establish no parking zones as necessary on Walsh Avenue between Bowers Avenue and Lafayette Street and Martin Avenue between Lafayette Street and De La Cruz Boulevard.

Assistant Director of Public Works Liw provided a Powerpoint presentation on the Walsh/Martin Avenue Bikeway Planning Study.

Council comments and questions followed.

Assistant Director of Public Works Liw responded to **Council** questions.

Public Comments: Betsy Megas
Linda
Harry Neil
Brian Darby
Gavin Achtemeier

A motion was made by Vice Mayor Becker, seconded by Councilmember Hardy, to approve Alternative (1) adopt Resolution No. 24-9375 accepting the Walsh/Martin Avenue Bikeway Planning Study; Alternative (2b) approve the roadway concept Four Lanes, Protected/Buffered Bikeway, Center Turn Lane, Maintain No Parking for the 80-foot-wide section of Walsh Avenue; Alternative (3b) approve the roadway concept Four Lanes, Protected/Buffered

Bikeway, Remove Parking for the 64-foot-wide section of Walsh Avenue; adopt Resolution No. 24-9376 amending parking regulations to remove on-street parking on both sides of Walsh Avenue between San Tomas Expressway and Lafayette Street; Alternative (4b) approve the roadway concept Four Lanes, Protected/Buffered Bikeway, Remove Parking for Martin Avenue; adopt Resolution No. 24-9377 amending parking regulations to remove on-street parking on both sides of Martin Avenue between Lafayette Street and De La Cruz Boulevard; and (5) adopt Resolution No. 24-9378 to establish no parking zones as necessary on Walsh Avenue between Bowers Avenue and Lafayette Street and Martin Avenue between Lafayette Street and De La Cruz Boulevard.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

Mayor Gillmor called for a recess at 10:15 PM and reconvened the meeting at 10:30 PM.

6. 24-515 Action on Resolutions Accepting the De La Cruz Boulevard/Coleman Avenue Bikeway Planning Study, Selecting a Preferred Design Concept and, as Appropriate, Taking Related Actions Regarding Parking and Curb Modifications

Recommendation: Alternatives 1, 4, and 5:

1. Adopt a resolution accepting the De La Cruz Boulevard/Coleman Avenue Bikeway Planning Study;
4. Approve Corridor Concept B as the preferred alternative and adopt a resolution amending parking regulations to remove on-street parking on the west side of De La Cruz Boulevard between Central Expressway and Reed Street; and
5. Adopt a resolution establishing no parking zones as necessary on De La Cruz Boulevard and Coleman Avenue to accommodate the approved bicycle facilities.

City Manager Grogan introduced this item and **Assistant Director of Public Works Liw** provided a Powerpoint presentation on the De La Cruz Boulevard/Coleman Avenue Bikeway Planning Study.

Council comments and questions followed.

Assistant Director of Public Works Liw addressed **Council** questions.

Public Comments: Betsy Megas
Gain Achtemeier

Council discussion ensued.

A motion was made by Councilmember Chahal, seconded by Councilmember Hardy, to approve Alternative (1) adopt Resolution No. 24-9379 accepting the De La Cruz Boulevard/Coleman Avenue Bikeway Planning Study; Alternative (4) approve Corridor Concept B as the preferred alternative and adopt Resolution No. 24-9380 amending parking regulations to remove on-street parking on the west side of De La Cruz Boulevard between Central Expressway and Reed Street; and Alternative (5) adopt Resolution No. 24-9381 establishing no parking zones as necessary on De La Cruz Boulevard and Coleman Avenue to accommodate the approved bicycle facilities.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

7. 24-1021 Action on Resolution for an Exception to the 180 Day Waiting Period to Appoint Michael Morgan, A Retired Annuitant To Serve as Temporary Extra Help (Government Code Sections 7522.56 and 21224) in the Police Department to Perform Work as a Senior Public Safety Dispatcher

Recommendation: Adopt a Resolution for an Exception to the 180 Day Waiting Period To Appoint, Michael Morgan, A Retired Annuitant To Serve as Temporary Extra Help (Government Code Sections 7522.56 and 21224) in the Police Department to Perform Work as a Senior Public Safety Dispatcher

Mayor Gillmor introduced the item.

Public Comment: None.

A motion was made by Vice Mayor Becker, seconded by Councilmember Chahal, to adopt Resolution No. 24-9382 for an exception to the 180 day waiting period to appoint Michael Morgan, a retired annuitant, to serve as temporary extra help (Government Code Sections 7522.56 and 21224) in the Police Department to perform work as a Senior Public Safety Dispatcher.

Aye: 7 - Councilmember Watanabe, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Becker, and Mayor Gillmor

REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER 030 REQUESTS

Councilmember Park reported that he attended the League of California Cities Conference in Long Beach. He noted that there was no vote at the Conference due to a lack of quorum.

Councilmember Park requested that emails sent to the Mayor and Council email inbox (MayorAndCouncil@santaclaraca.gov) be automatically forwarded to all Councilmembers. He also requested an investigation into **Mayor Gillmor** for Councilmanic interference for cancelling the State of the City and district awards.

Council questions and discussion ensued.

City Attorney Googins and **City Manager Grogan** addressed **Council** questions.

A motion was made by Councilmember Park, seconded by Councilmember Jain, to refer to the Governance and Ethics Committee for consideration of all emails sent to the Mayor and Council email inbox (MayorAndCouncil@santaclaraca.gov) be automatically forwarded to the Mayor and Councilmembers.

Aye: 5 - Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Vice Mayor Becker

Nay: 2 - Councilmember Watanabe, and Mayor Gillmor

A motion was made by **Councilmember Park** to investigate **Mayor Gillmor** for Councilmanic interference regarding the cancellation of the State of the City.

City Manager Grogan stated that he will provide a verbal report regarding the planning of the State of the City at a future meeting.

Council questions and discussion ensued.

The motion was withdrawn by **Councilmember Park**.

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

None.

ADJOURNMENT

Meeting adjourned in memory of **Robert Mezzetti** at 11:35 PM.

A motion was made by Vice Mayor/Chair, seconded by Council/Boardmember Chahal, to adjourned the meeting.

Aye: 7 - Council/Boardmember Kathy Watanabe, Council/Boardmember Raj Chahal, Council/Boardmember Karen Hardy, Council/Boardmember Kevin Park, Council/Boardmember Suds Jain, Vice Mayor/Chair Anthony Becker, and Mayor/Chair Lisa M. Gillmor

The next regular scheduled meeting is on Tuesday, November 12, 2024 in the City Hall Council Chambers.

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

STREAMING SERVICES: As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15 or AT&T U-verse channel 99), or the livestream on the City's YouTube channel or Facebook page.

Note: The public cannot participate in the meeting through these livestreaming methods; livestreaming capabilities may be disrupted at times, viewers may always view and participate in meetings in-person and via Zoom as noted on the agenda.

AB23 ANNOUNCEMENT: Members of the Santa Clara Stadium Authority, Sports and Open Space Authority and Housing Authority are entitled to receive $30 for each attended meeting.

Note: The City Council and its associated Authorities meet as separate agencies but in a concurrent manner. Actions taken should be considered actions of only the identified policy body.

LEGEND: City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA); Bayshore North Project Enhancement Authority (BNPEA); Public Facilities Financing Corporation (PFFC)

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.

City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

24-21 Agenda Date: 11/19/2024

REPORT TO COUNCIL

SUBJECT
Board, Commissions and Committee Minutes

COUNCIL PILLAR
Enhance Community Engagement and Transparency

RECOMMENDATION
Note and file the Minutes of:

Cultural Commission - October 7, 2024
Planning Commission - October 23, 2024
Board of Library Trustees - September 16, 2024
Board of Library Trustees - October 7, 2024
Bicycle and Pedestrian Advisory Committee - August 26, 2024

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City of Santa Clara

Meeting Minutes

Cultural Commission

10/07/2024 **7:00 PM**

Hybrid Meeting
Santa Clara Senior Center
Room 205
1303 Fremont Street
Santa Clara, CA 95050

The City of Santa Clara is conducting the Cultural Commission meeting in a hybrid manner (in-person and a method for the public to participate remotely).

ViaZoom:
https://santaclaraca.zoom.us/j/98272283531
Meeting ID:98272283531
Or join by phone: 669-900-6833

CALL TO ORDER AND ROLL CALL

Chair Marinaro called the meeting to order at 7:01 PM in honor of National Breast Cancer Awareness Month.

Present 5 - Vice Chair Debra von Huene, Chair Jonathan Marinaro, Commissioner Louis Samara, Commissioner Neetu Garg, and Commissioner Swami Krishnamoorthy

Absent 2 - Commissioner Abinas Roy, and Commissioner Candida Diaz

A motion was made by Commissioner von Huene and seconded by Commissioner Samara to excuse Commissioners Diaz and Roy from the meeting.

Aye: 5 - Vice Chair von Huene, Chair Marinaro, Commissioner Samara, Commissioner Garg, and Commissioner Krishnamoorthy

Absent: 2 - Commissioner Roy, and Commissioner Diaz

CONSENT CALENDAR

1. 24-980 Action on Cultural Commission Regular Minutes of August 5, 2024

Recommendation: Approve the Cultural Commission Regular Meeting Minutes of August 5, 2024

A motion was made by Commissioner von Huene and seconded by Commissioner Samara to approve the minutes of August 5, 2024.

Aye: 5 - Vice Chair von Huene, Chair Marinaro, Commissioner Samara, Commissioner Garg, and Commissioner Krishnamoorthy

Absent: 2 - Commissioner Roy, and Commissioner Diaz

PUBLIC PRESENTATIONS

None.

GENERAL BUSINESS

2. 24-981 Discussion and Updates of the Cultural Commission's Work Plan Goals and Activities for FY 2024/25 and FY 2025/26

The Commissioners provided updates to the work plan goals and activities. No action was taken on this item.

3. 24-989 Approve Cultural Commission Calendar of Meetings for 2025

Recommendation: Approve the Cultural Commission calendar of meetings for 2025 and recommend same to City Council for approval as regular meetings of the Cultural Commission.

A motion was made by Commissioner Samara and seconded by Commissioner Garg to approve the Cultural Commission Calendar of meeting for 2025.

Aye: 5 - Vice Chair von Huene, Chair Marinaro, Commissioner Samara, Commissioner Garg, and Commissioner Krishnamoorthy

Absent: 2 - Commissioner Roy, and Commissioner Diaz

STAFF REPORT

Manager Castro provided a citywide update to the Commission highlighting Comic Con on October 12 at the Central Park Library, and Spooktaclara, the Children's' Halloween Party in Central Park on Oct. 26. The community is encouraged to get involved in the community input process of the Library Master Plan and the Parks & Recreation Master Plan.

COMMISSIONERS REPORT

Commissioner Marinaro participated in the Art in Action breakfast and learned about the updated public magnet school offered by Santa Clara Unified School District focused on the arts.

Commissioner von Huene explored public art on the Queen Mary and in Long Beach while on vacation.

Commissioner Garg went on vacation to London and Scotland.

ADJOURNMENT

The next meeting of the Cultural Commission will be on Monday, November 4, 2024 at 7:00 p.m.

Commissioner Samara made a motion and seconded by Commissioner Krishnamoorthy to adjourn the meeting at 8:05 PM.

Aye: 5 - Vice Chair von Huene, Chair Marinaro, Commissioner Samara, Commissioner Garg, and Commissioner Krishnamoorthy

Absent: 2 - Commissioner Roy, and Commissioner Diaz

MEETING DISCLOSURES

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Draft

City of Santa Clara

Meeting Minutes

Planning Commission

10/23/2024	**6:00 PM**	**Hybrid Meeting** **City Hall Council** **Chambers/Virtual** **1500 Warburton Avenue** **Santa Clara, CA 95050**

The City of Santa Clara is conducting Planning Commission meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

• Via Zoom:
o https://santaclaraca.zoom.us/j/91729202898 Webinar ID: 917 2920 2898 or
o Phone: 1(669) 900-6833
• Via the City's eComment

The public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15 or AT&T U-verse channel 99), or the livestream on the City's YouTube channel or Facebook page.

Public Comments prior to meeting may be submitted via email to PlanningPublicComment@SantaClaraCA.gov no later than noon on the day of the meeting; (Comments received after 12:00 PM on the day of the meeting will be made part of the public record but will not be read out loud during the meeting) and also before and during the meeting via eComment. Clearly indicate the project address, meeting body, and meeting date in the email.

Agendas, Staff Reports and associated documents for Planning Commission items may be viewed on the City's website at https://santaclara.legistar.com/Calendar.aspx

6:00 PM REGULAR MEETING

Call to Order

Chair Saleme called the meeting to order at 6:02 p.m.

Pledge of Allegiance and Statement of Values

Secretary Crutchlow read the Statement of Values.

Roll Call

Present 7 - Commissioner Yashraj Bhatnagar, Commissioner Nancy A. Biagini, Commissioner Priya Cherukuru, Commissioner Qian Huang, Vice Chair Mario Bouza, Chair Lance Saleme, and Commissioner Eric Crutchlow

DECLARATION OF COMMISSION PROCEDURES

Secretary Crutchlow read the Declaration of Commission Procedures.

CONTINUANCES/EXCEPTIONS

Chair Saleme requested that Item 4, RTC 24-987, on the Public Hearing Calendar be moved to the first item to be heard under Public Hearing.

CONSENT CALENDAR

A motion was made by Commissioner Crutchlow, seconded by Commissioner Biagini to approve Item 1 on the Consent Calendar.

Aye: 7 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Chair Saleme, and Commissioner Crutchlow

1. 24-1055 Planning Commission Meeting Minutes of October 9, 2024

Recommendation: Approve the Planning Commission Meeting Minutes of the October 9, 2024 Meeting

PUBLIC PRESENTATIONS

None.

PUBLIC HEARING

4. 24-987 PUBLIC HEARING: Continuance from September 11, 2024, for Action on Conditional Use Permit (PLN23-00148) for a New Unmanned AT&T Telecommunication Facility with the Installation of a 60-Foot-Tall Monotree at 3111 Benton Street

Recommendation:

1. **Determine** that the project is categorically exempt from formal environmental review per Section 15303(d), New Construction of Utility Extensions, of the CEQA Guidelines; and
2. **Adopt** a Resolution to approve a Conditional Use Permit for a new unmanned AT&T wireless telecommunication facility with the installation of a 60-foot-tall monotree at 3111 Benton Street, subject to findings and conditions of approval.

Planning Manager Lesley Xavier provided the staff presentation.

Steve Proo, representing AT&T provided the applicant presentation.

Assistant City Attorney Alexander Abbe spoke on the Planning Commission's areas of purview in taking actions on this item and that a continuance was not an option on this item due to the Tolling Agreement/Shot Clock expiration date of November 15, 2024. However; should the applicant agree, the expiration of the Tolling Agreement could be extended if agreed to by the applicant.

David Witkowski, Joint Venture Silicon Valley, representing the applicant spoke on the Real Estate and Property Value Study.

Public Speakers:
Lee Benton
Anya K.
Xaio Ling
Shari
Maria Barbox
Ken Kratz
Nicholas Rossi
Public Speaker
Satish
Satya Mantha
Jason Morrow

Commissioners had a robust discussion on several issues including the location of the tower, compensation to the church, setback issues, tower collapse study, the need for a master plan for unmanned wireless towers, review of a previous design plan submitted which had 3 shorter cell towers

Applicant provided closing remarks and stated he is happy to come back at the next meeting with the previous design and extending the Tolling Agreement Shot Clock.

A motion was made by Commissioner Crutchlow, seconded by Commissioner Cherukuru to close Public Hearing

Aye: 7 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Chair Saleme, and Commissioner Crutchlow

Meeting went into recess at 8:01 and reconvened at 8:12 p.m.

A motion was made by Commissioner Saleme, seconded by Commissioner Cherukuru to continue item to December 4, 2024 in order for the applicant to provide an alternate design that includes three shorter poles located in the parking lot.

Aye: 6 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, and Chair Saleme

Nay: 1 - Commissioner Crutchlow

2. 24-122 PUBLIC HEARING: Action on an Environmental Impact Report and Mitigation Monitoring and Reporting Program, General Plan Amendment, Planned Development Rezone, Vesting Tentative Subdivision Map, and Development Agreement for the Mission Point by Kylli Mixed-Use Project Located at 3005 Democracy Way to Allow the Development of up to 1,800 Multi-Family Residential Units; 3 million Square Feet of Office/Research-and-Development (R&D); up to 100,000 Square Feet of Commercial Retail; and Open Space

Recommendation:

1. Adopt a resolution to recommend the City Council certify the Final EIR prepared for the Mission Point Project (SCH # 2018072068) and adopt a Mitigation Monitoring and Reporting Program, CEQA Findings, and a Statement of Overriding Considerations.
2. Adopt a resolution to recommend the City Council approve a General Plan amendment to add 2 new land use designations, Urban Center Mixed-Use (UCMU) and Urban Center Mission Point (UCMP), and to change the land use designation for the project site from High Intensity Office/Research & Development (HI O/R&D) to UCMU and UCMP.
3. Adopt a resolution to recommend the City Council approve the Planned Development Rezoning from HO-RD - High-Intensity Office/Research and Development to PD - Planned Development.
4. Adopt a resolution to recommend the City Council approve a Vesting Tentative Subdivision Map.
5. Adopt a resolution to recommend the City Council adopt an ordinance to approving the Development Agreement.

Planning Manager Lesley Xavier provided the staff presentation.

Commissioner Biagini announced she has met with the Developer.

Assistant City Attorney Alexander Abbe announced that resolutions had been updated on this item and introduced a panel of experts: Patrick Maley, ICF CEQA Consultant, Michelle Hunt, Hexagon, outside counsel David Snow, EDQ., and , Chelsea O'Sullivan, RWG Law. Mr. Abbe also addressed the correspondence received from Adams, Broadwell that morning.

Michelle Hunt spoke regarding Levi's Stadium parking in relation to the correspondence from Adams Broadwell.

Commissioners discussed various aspects of the project including the terms of the Development Agreement, including the amount and length of extensions to the Agreement. They also asked questions about the use of roof top space, all electric usage, sound mitigation from stadium noise, amount of parking and the location of schools.

Assistant City Attorney Elizabeth Klotz provided details on the iinitial term of the Development Agreement.

Brant Trinall - Gensler, representing the applicant**,** spoke and provided details on the project.

Public Speakers:
Mary Grizzle
Brian Goldenberg
Alex Shoor, Catalyze SV
Anne Kepner
Mike Moran
Robert Fitch
Ruban Camacho
Jaime Vasques, Nor Cal Carpenters
Matt Sweeney
Rick Franco, Adams Broadwell
Josh Schumsky
Daniel Meyberg
Doug Bloch, Adams Broadwell
Will Smith - IBEW
Ali
Manuel, SV@Home
Andrew Siegler
Jason Morrow
Elizabeth Conlan
Mike

Assistant City Attorney Alexander Abbe announced at 10:22 p.m. that he had just been notified by the applicant that they would like to inquire if the Commission would approve an additional 800 housing items for this project.

Meeting went into recess at 10:35 p.m. and reconvened at 10:45 p.m.

A motion was made by Commissioner Cherukuru, seconded by Commissioner Biagini to close Public Hearing.

Aye: 7 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Chair Saleme, and Commissioner Crutchlow

A motion was made by Commissioner Cheirukuru, seconded by Commissioner Huang to approve Staff Recommendation 1 with the revised resolution.

Aye: 7 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Chair Saleme, and Commissioner Crutchlow

A motion was made by Commissioner Biagini, seconded by Commissioner Cherukuru to reopen Public Hearing.

Aye: 6 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Chair Saleme, and Commissioner Crutchlow

Nay: 1 - Vice Chair Bouza

A motion was made by Commissioner Crutchlow, seconded by Commissioner Biagini to close Public Hearing.

Aye: 7 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Chair Saleme, and Commissioner Crutchlow

A motion was made by Commissioner Cherukuru, seconded by Commissioner Biagini to rescind approval of staff recommendation 1 with the revised resolution.

Aye: 7 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Chair Saleme, and Commissioner Crutchlow

Meeting went into Recess

Meeting Reconvened

A motion was made by Commissioner Cherukuru, seconded by Commissioner Crutchlow, to continue this item to the November 6, 2024 Planning Commission Meeting to allow for the project to be renoticed with the alternative to add 800 housing units and reduce office square footage.

Aye: 7 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Chair Saleme, and Commissioner Crutchlow

3. 24-958 Public Hearing: Action on an Initial Study and Mitigated Negative Declaration, Variance, and Conditional Use Permit (PLN22-00282) to Allow the Construction of a New Four-Story, 111,978 Square Foot Data Center at 1231 Comstock Street.

Recommendation:

1. **Adopt** a Resolution adopting the Initial Study and Mitigated Negative Declaration.
2. **Adopt** a Resolution approving a Conditional Use Permit for the demolition of the existing building and the construction of a new four-story, 111,978 square foot data center at 1231 Comstock, subject to findings and conditions of approval.
3. **Adopt** a Resolution approving the Variance to height, parking, and front setback for the new four-story, 111,978 square foot data center at 1231 Comstock, subject to findings and conditions of approval.

Associate Planner Daniel Sobczak provided the staff presentation.

Chris Sumpter, Prime Data Centers provided the Applicant presentation.

Commissioners discussed power needs for data centers, concerns of long term planning and land usage and the impact of additional data centers, revenue for the city generated by data centers, usage of nuclear fuel.

Public Speakers:
Corey Quevedo
Jeff Pratt - Devcon
Erica Valentine - UA Local 393
Public Speaker
Scott Thomas
Doug Bloch
Rigo Gallardo - Norcal Carpenters Union 405
Ruben Galvin

A motion was made by Commissioner Cherukuru, seconded by Commissioner Crutchlow to waive rule 2.8 of the Planning Commission Charter to conduct a hearing after 10 p.m.

Aye: 7 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Chair Saleme, and Commissioner Crutchlow

A motion was made by Chair Saleme, seconded by Commissioner Biagini to close Public Hearing.

Aye: 7 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Chair Saleme, and Commissioner Crutchlow

A motiion was made by Commissioner Cherukuru, seconded by Commissioner Biagini to deny Staff Recommendation 3.

Aye: 4 - Commissioner Biagini, Commissioner Cherukuru, Vice Chair Bouza, and Chair Saleme

Nay: 3 - Commissioner Bhatnagar, Commissioner Huang, and Commissioner Crutchlow

A motion was made by Commissioner Cherukuru, seconded by Commissioner Bouza to amend the motion just passed to include findings that there are no special conditions of the site for which to support a variance.

Aye: 4 - Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, and Chair Saleme

Nay: 3 - Commissioner Bhatnagar, Vice Chair Bouza, and Commissioner Crutchlow

A motion was made by Commissioner Cherukuru, seconded by Commissioner Bouza to amend the motion just passed to include findings that there are no special conditions of the site for which to support a variance.

A motion was made by Commissioner Cherukuru, seconded by Commissioner Bouza to deny Staff Recommendation 2 with findings: that the operation of the use at the location proposed would be detrimental to the harmonious and orderly growth of the City, or endanger, jeopardize, or otherwise constitute a hazard to the public convenience, health, interest, safety, or general welfare.

Aye: 4 - Commissioner Biagini, Commissioner Cherukuru, Vice Chair Bouza, and Chair Saleme

Nay: 3 - Commissioner Bhatnagar, Commissioner Huang, and Commissioner Crutchlow

REPORTS OF COMMISSION/BOARD LIAISON AND COMMITTEE:

1. Announcements/Other Items

Chair Saleme requested that Commissioners send questions to Planning Manager Lesley Xavier for an upcoming Study Session on Data Centers.

2. Commissioner Travel and Training Reports, Requests to attend Trainings

DIRECTOR OF COMMUNITY DEVELOPMENT REPORTS:

1. Planning Commission Budget Update

Staff Aide II Elizabeth Elliott provided budget updates.

2. Upcoming Agenda Items

Planning Manager Lesley Xavier provided updates.

3. City Council Actions

Planning Manager Lesley Xavier provided updates.

ADJOURNMENT:

The meeting adjourned at 12:19 a.m. The next regular scheduled meeting is Wednesday, November 6, 2024 at 6 p.m.

Aye: 7 - Commissioner Bhatnagar, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, Vice Chair Bouza, Chair Saleme, and Commissioner Crutchlow

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Board Approved

City of Santa Clara

Meeting Minutes

Board of Library Trustees

09/16/2024	**6:00 PM**	**Hybrid Meeting, Edinger Room** **Central Park Library** **2635 Homestead Rd, Santa Clara, CA 95051**

The City of Santa Clara is conducting the Board of Library Trustees meeting in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

- Via Zoom:
- o https://santaclaraca-gov.zoom.us/j/85864257230

Meeting ID: 858 6425 7230 or

- o Phone: 1(669) 900-6833

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- Mute all other audio before speaking. Using multiple devices can cause an audio feedback.
- Use the raise your hand feature in Zoom when you would like to speak on an item and lower when finished speaking. Press *9 to raise your hand if you are calling in by phone only.
- Identify yourself by name before speaking on an item.
- Unmute when called on to speak and mute when done speaking. If there is background noise coming from a participant, they will be muted by the host. Press *6 if you are participating by phone to unmute.
- If you no longer wish to stay in the meeting once your item has been heard, please exit the meeting.

CALL TO ORDER AND ROLL CALL

Chair Evans called the meeting to order at 6:07 PM.

Present 5 - Chair Jonathon Evans, Trustee Daniel Huynh, Trustee G. Salim Mohammed, Trustee Stephen Ricossa, and Trustee Debbie Tryforos

CONSENT CALENDAR

24-840 Action on the Board of Library Trustees Meeting Minutes of August 5, 2024 and August 19, 2024

Recommendation: Approve the Board of Library Trustees Meeting Minutes of August 5, 2024 and August 19, 2024

A motion was made by Trustee Tryforos, seconded by Trustee Huynh to approve Staff Recommendation.

Aye: 5 - Chair Evans, Trustee Huynh, Trustee Mohammed, Trustee Ricossa, and Trustee Tryforos

PUBLIC PRESENTATIONS

JoAnn Davis, Executive Director of the **Santa Clara City Library Foundation and Friends**, gave an update on the book sale held on September 14, 2024 during the Art & Wine Festival, and informed the **Board** that the **Foundation** will also be present at the Parade of Champions on October 5, 2024, starting at 11:00 AM. August was reported as one of the most successful months for the book sale since the pandemic, earning approximately $8,000 in book sale revenue, close to the pre-pandemic average of $10,000 per month. Thanks was given to the community for their support.

GENERAL BUSINESS

1 24-609 Action on a Resolution Approving the 2025 Board of Library Trustees Calendar of Meetings, and Setting the Number of Regular Board of Library Trustees Meetings

Recommendation: Recommend the City Council approve and Adopt a resolution to set the Regular Meeting schedule and dates for the Board of Library Trustees for calendar year 2025, and authorize City staff to make minor non-substantive changes to the Resolution before final adoption by Council.

The **Board** voted to approve the 2025 Board of Library Trustees Calendar of Meetings as corrected. The **Board** additionally indicated a preference to hold the November 4, 2024 regular board meeting in the Board Room at Central Park Library, to avoid proximity and impact to the Voting Center which will be in the Redwood Room, adjacent to the regular board meeting location in the Edinger Room.

A motion was made by Trustee Mohammed, seconded by Trustee Tryforos to approve Staff Recommendation

Aye: 5 - Chair Evans, Trustee Huynh, Trustee Mohammed, Trustee Ricossa, and Trustee Tryforos

2 24-836 Election of Board of Library Trustees Chair and Vice Chair for FY 2024/25

Recommendation: Elect a Chair and Vice-Chair of the Board of Library Trustees for FY 2024/25.

A motion was made by Trustee Tryforos, seconded by Trustee Mohammed to elect Chair Evans to continue as Chair. Chair Evans accepted.

Aye: 5 - Chair Evans, Trustee Huynh, Trustee Mohammed, Vice-Chair Ricossa, and Trustee Tryforos

A motion was made by Trustee Tryforos, seconded by Trustee Huynh to elect Trustee Ricossa as Vice-Chair. Trustee Ricossa accepted.

Aye: 5 - Chair Evans, Trustee Huynh, Trustee Mohammed, Vice-Chair Ricossa, and Trustee Tryforos

24-845 Review and Discuss the Santa Clara City Library Draft Strategic Plan

Recommendation: Review and Discuss the Santa Clara City Library Draft Strategic Plan.

City Librarian Wong updated the **Board** on progress on the draft Library Strategic Plan. The update reflected that meetings had been held to engage each work unit in the prioritization of SMART activities (specific, measurable, achievable, relevant, and time-bound), to provide clear direction for implementation planning in the Strategic Plan. Examples were shared with the **Board**. **City Librarian Wong** listed upcoming next steps as the drafting of the final Strategic Plan incorporating staff feedback and prioritized SMART activities, and an update for the **Board** at the regular October meeting. The finalized version will be reviewed at the November Board meeting.

STAFF REPORT

City Librarian Wong provided an update to the **Board** on progress in the Facilities Master Plan project. She reminded the **Board** of the background and purpose for conducting a Facilities Master Plan, including an inventory of Library systems and creating a nexus analysis to correlate the intersection of Library facilities and services with the community's needs and developments over time. The **Board** reviewed community engagement feedback by reviewing the boards used during Art & Wine Festival to collect community input. It was noted that many community members providing feedback were existing Library users, that most selected Central Park Library as their home branch, and that many expressed interest in restoring the Cafe and longer hours. **Chair Evans** echoed that he has received similar feedback from the community. Other observed themes included interest in faster public Wi-Fi, more e-resources with shorter wait times, a larger Library of Things, more youth and group activities, youth literacy resources, children's exhibits, wellness activities, outdoor community space, and more technology resources such as sound recording equipment and space for activities like podcasting. Former **Board** member Jan Hintermeister supported the community engagement activities on both days at Art & Wine Festival.

The **Board** was updated on the in-person visit by the consultants on September 12-15, 2024, the meetings that were held with Finance, the Steering Committee and the Foundation, and their tours of Library facilities. Identified next steps include a briefing to the **Board** by the consultants at the November or December regular board meeting, consultant community engagement during Comic Con on October 12, 2024, and engagements being planned with the **Youth Advisory Commission**, the **Senior Commission**, the **Parks & Recreation Commission**, the **Historical and Landmarks Commission,** the **Planning Commission**, and the **Station Area Plan** community meeting.

The **City Librarian** also announced the incoming **Adult Services Program Coordinator, Jason Thomas**, and his work supporting the Santa Clara Stands United Against Hate initiative programming at the Library. It was also shared that volunteers are being sought to support Comic Con.

TRUSTEES REPORT

Trustee Tryforos shared information about a proclamation passed at the Mount Laurel Library in New Jersey, declaring themselves a Book Sanctuary Library in order to affirm the library principle of opposition to censorship and protection of the freedom of expression. Copies of the proclamation were shared, and it was agreed to agendize this topic for further discussion at an upcoming meeting. She also shared having attended a fall book review online, which had very strong turnout.

Trustee Mohammed shared that the Bookmobile had stopped at his daughter's school, and he was pleased to see lots of use and enthusiasm around the Bookmobile.

Chair Evans discussed the knitting night programming at Mission Branch Library, for adults, and that he's received feedback from community members hoping for restoration of the Cafe at Central Park Library. He also shared that some members of the public were not aware that **Santa Clara City Library** had restored its open hours, and that it would be important to market the upcoming expansion of open hours to include Sundays.

City Librarian Wong thanked the **Board** for their input and shared that it was helpful for staff to hear from them feedback from the community on the need for longer hours and other matters.

ADJOURNMENT

The meeting was adjourned at 7:43 PM.

A motion was made by Vice-Chair Ricossa, seconded by Trustee Mohammed to adjourn the meeting.

Aye: 5 - Chair Evans, Trustee Huynh, Trustee Mohammed, Vice-Chair Ricossa, and Trustee Tryforos

The Board of Library Trustees Meeting is adjourned to October 7, 2024, at 6:00 PM, at the Northside Branch Library.

MEETING DISCLOSURES

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Board Approved

City of Santa Clara

Meeting Minutes

Board of Library Trustees

10/07/2024 **6:00 PM** **Northside Branch Library**
Program Room/Hybrid Meeting
695 Moreland Way
Santa Clara, CA 95054

The City of Santa Clara is conducting the Board of Library Trustees meeting in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

- Via Zoom:
  - https://santaclaraca-gov.zoom.us/j/85864257230

    Meeting ID: 858 6425 7230 or

  - Phone: 1(669) 900-6833

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- Use the raise your hand feature in Zoom when you would like to speak on an item and lower when finished speaking. Press *9 to raise your hand if you are calling in by phone only.
- Identify yourself by name before speaking on an item.
- Unmute when called on to speak and mute when done speaking. If there is background noise coming from a participant, they will be muted by the host. Press *6 if you are participating by phone to unmute.
- If you no longer wish to stay in the meeting once your item has been heard, please exit the meeting.

DRAFT

CALL TO ORDER AND ROLL CALL

Chair Evans called the meeting to order at 6:03 PM

Management Analyst James announced that **Trustee Tryforos** would be participating remotely under the provision of AB2449 due to illness.

A motion was made by Trustee Huynh, seconded by Vice-Chair Ricossa, to approve Trustee Tryforos attending remotely.

Aye: 4 - Chair Evans, Trustee Huynh, Vice-Chair Ricossa, and Trustee Tryforos

Absent: 1 - Trustee Mohammed

CONSENT CALENDAR

1 24-959 Action on the Board of Library Trustees Meeting Minutes of September 16, 2024

Recommendation: Approve the Board of Library Trustees Meeting Minutes of September 16, 2024

A motion was made by Vice-Chair Ricossa, seconded by Trustee Huynh, to approve Staff Recommendation.

Aye: 4 - Chair Evans, Trustee Huynh, Vice-Chair Ricossa, and Trustee Tryforos

Absent: 1 - Trustee Mohammed

PUBLIC PRESENTATIONS

JoAnn Davis, Executive Director of the **Santa Clara City Library Foundation and Friends**, reminded the **Board** of the upcoming Comic Con event scheduled for October 12, 2024, with the **Foundation and Friends** holding a book sale on the back patio and holding a raffle. Other upcoming book sales were announced on Friday, October 18, 2024 from 3:30-5:30 PM, and Saturday, October 19, 2024 from 10 AM to 2:30 PM. It was reported that the most recent book sale was very successful, raising over $2,600 due to a donation of 82 boxes of graphic novels.

GENERAL BUSINESS

DRAFT

24-961 Informational Report on Library Services and Tour of the Northside Branch Library

Recommendation: Note and file informational report and conduct tour of the Northside Branch Library.

Trustee Mohammed arrived at 6:28 PM.

Patricia Zeider, Program Coordinator of the Northside Branch Library, gave an informational presentation to the **Board**. The presentation included demographic information about the area served by the Northside Branch Library, changes in the community since COVID, and data on circulation, patron use, programs and the history of the branch. An update was provided on the recent 10th anniversary celebration of the branch, and information was shared about the neighborhoods and community that make Northside Branch Library unique in the Santa Clara City Library system. The **Board** discussed concerns about building repairs needed. Discussion was held on outreach efforts and future possible strategies. **Patricia Zeider** then took the **Board** on a brief tour of the branch.

DRAFT

24-960 Review and Discuss Progress on the Santa Clara City Library Strategic Plan and Library Facilities Master Plan

Recommendation: Review and Discuss Progress on the Santa Clara City Library Draft Strategic Plan and Facilities Master Plan

Patty Wong, City Librarian informed the **Board** that staff continue to work to finalize activities for the Strategic Plan, and shared some examples of the activities that staff have prioritized. A draft redesign of the layout was shared for the **Board**'s feedback. **Patty Wong** shared that the **City Manager's Office** has been coordinating with staff, and are considering bringing the Strategic Plan and the Library Facilities Master Plan to Council together as a package. This coordination and review may cause delays in individual components of these efforts but are anticipated to result in a stronger overall outcome and more effective planning documents. Initial drafts for the Library Facilities Master Plan documentation were now anticipated to be provided in December 2024 or January 2025, with possible review by the **Board** in February 2025.

Library Facilities Master Plan staff engagement activities scheduled for October 11, 2024 were reviewed, as well as community engagement planning to occur during Comic Con on October 12, 2024. The **Board** were invited to attend Comic Con, and **Trustee Tryforos** made plans to volunteer. Discussion was held on hours and logistics related to Comic Con, as well as on coordination needed for the Library to serve as a voting center for the upcoming general election.

STAFF REPORT

TRUSTEES REPORT

Trustee Huynh reported that he attended the Santa Clara United Against Hate program held at the Library. He reported that turnout was low, but the program attendees, film presented and discussion afterwards made for an enjoyable program.

ADJOURNMENT

The meeting was adjourned at 7:56 PM.

The regular Board of Library Trustees November Meeting will be cancelled, with a Board of Library Trustees Special Meeting to be called on November 4, 2024 at 6:00 PM, to be held in the Board Room at Central Park Library.

A motion was made by Trustee Huynh, seconded by Trustee Mohammed to adjourn the meeting.

DRAFT

Aye: 5 - Chair Evans, Trustee Huynh, Trustee Mohammed, Vice-Chair Ricossa, and Trustee Tryforos

The regular Board of Library Trustees November Meeting will be cancelled, with a Board of Library Trustees Special Meeting to be called on November 4, 2024 at 6:00 PM, to be held in the Board Room at Central Park Library.

DRAFT

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

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Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.

DRAFT

Draft

City of Santa Clara

Meeting Minutes

Bicycle & Pedestrian Advisory Committee

08/26/2024	**4:00 PM**	**Hybrid Meeting** **City Hall Council Chambers** **1500 Warburton Avenue** **Santa Clara, CA 95051**

The City of Santa Clara is conducting the Bicycle and Pedestrian Committee meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

• Via Zoom:
https://santaclaraca.zoom.us/j/95582744643

Meeting ID: 955 8274 4643 or

Phone: 1 (669) 900-6833

1 CALL TO ORDER AND ROLL CALL

Chair Hardy called the meeting to order at 4:00 PM.

Member Penvenne attended the meeting remotely pursuant to AB2449 “Just cause” due to illness.

Member Ganesh joined the meeting at 4:07 PM.

Present 7 - Chair Karen Hardy, Member Perry Penvenne, Member Betsy Megas, Member Sukrit Ganesh, Member Ken Kratz, Member Guillermo Jenaro, and Member Hung Duong

Absent 3 - Vice Chair Sudhanshu Jain, Member Bruce Donoghue, and Member Ashish Joshi

A motion was made by Member Kratz and seconded by Member Penvenne to Approve to Excuse Member Donoghue.

Aye: 6 - Chair Hardy, Member Penvenne, Member Megas, Member Kratz, Member Jenaro, and Member Duong

Excused: 1 - Member Donoghue

Absent: 3 - Vice Chair Jain, Member Ganesh, and Member Joshi

2 PUBLIC PRESENTATIONS

Video: [00:06:30]

Akos Szoboszlay submitted a letter to the BPAC and commented on the City's resolution regarding pedestrian prohibition on County expressways.

3 CONSENT CALENDAR

A. 24-712 Bicycle and Pedestrian Advisory Committee Meeting Minutes of June 17, 2024 (Chair Hardy)

Recommendation: Approve the Bicycle and Pedestrian Advisory Committee Meeting Minutes of June 17, 2024.

Video: [00:11:25]

Public Speaker: Diane Harrison

A motion was made by Member Megas and seconded by Member Ganesh to Approve the consent calendar. The motion carried by the following vote:

Aye: 6 - Chair Hardy, Member Penvenne, Member Megas, Member Ganesh, Member Kratz, and Member Jenaro

Excused: 1 - Member Donoghue

Absent: 2 - Vice Chair Jain, and Member Joshi

Abstained: 1 - Member Duong

4 REPORTS FOR COMMITTEE INFORMATION

A. 24-713 Police Verbal Update (Wilson)

Video: [00:16:20]

Officer Wilson provided an update on one recent bicycle-involved collision at Harrison Street and Scott Boulevard.

Committee comments and questions followed.

Officer Wilson addressed **Committee** questions.

5 REPORTS OF SPECIAL COMMITTEES

A. 24-714 Subcommittee on Police Collision History (Donoghue, Kratz)

Video: [00:26:00]

Member Kratz provided an update about collision statistics. **Member Megas** requested police department staff to support City's Vision Zero effort.

Committee questions followed.

Officer Wilson addressed **Committee** questions.

6 REPORTS FOR COMMITTEE INFORMATION (CONTINUED)

A. 24-456 BART Silicon Valley Phase II Extension Project’s Santa Clara Station (VTA)

Video: [00:38:40]

Ms. Erica Roecks from VTA provided an update on the BART Silicon Valley Phase II Extension Project's Santa Clara Station.

Committee comments and questions followed regarding bicycle connection, speed table, bicycle parking, forecast of future ridership.

Ms. Roecks addressed **Committee** questions.

7 REPORTS FOR COMMITTEE ACTION

A. 24-743 Santa Clara Vision Zero Working Group Representative (He)

Recommendation: The BPAC to select a representative to be placed on the Santa Clara Vision Zero Working Group.

Video: [01:14:07]

Associate Engineer He and **Mr. Robert Paderna from Kimley-Horn Associates** provided an overview of Santa Clara Vision Zero project and the role of Vision Zero Working Group.

Committee comments and questions followed regarding survey promotion and working group meetings.

Associate Engineer He and **Mr. Paderna** addressed **Committee** questions.

A motion was made by Member Megas and seconded by Member Jenaro to select Member Kratz as the representative to serve on the Santa Clara Vision Zero Working Group.

Aye: 7 - Chair Hardy, Member Penvenne, Member Megas, Member Ganesh, Member Kratz, Member Jenaro, and Member Duong

Excused: 1 - Member Donoghue

Absent: 2 - Vice Chair Jain, and Member Joshi

B. 24-727 2025 Annual Work Plan (Liw)

Recommendation: Approve staff recommendation regarding the 2025 BPAC Work Plan.

Video: [02:02:00]

Public Works Assistant Director Liw provided an overview of the 2025 BPAC Work Plan and process.

Committee comments and questions followed. **Committee** suggested adding 11 past work plan topics back into the work plan.

Public Works Assistant Director Liw addressed **Committee** questions.

Public Speaker: Diane Harrison

A motion was made by Member Megas and seconded by Member Ganesh to Approve staff recommendation with an amendment that adds 11 past work plan topics from 2022 and earlier (excluding the BPAC/Council Dinner topic) into the 2025 BPAC Work Plan such that there are 59 work plan topics in total. The motion carried by the following vote:

Aye: 7 - Chair Hardy, Member Penvenne, Member Megas, Member Ganesh, Member Kratz, Member Jenaro, and Member Duong

Excused: 1 - Member Donoghue

Absent: 2 - Vice Chair Jain, and Member Joshi

8. REPORTS FOR COMMITTEE INFORMATION (CONTINUED)

A. 24-715 Public Works Verbal Update (Chan/Liw)

Video: [03:00:00]

Public Works Assistant Director Liw provided an update on recent activities in the Public Works Department.

Committee questions followed.

Public Works Assistant Director Liw addressed **Committee** questions.

B. 24-716 Valley Transportation Authority Bicycle and Pedestrian Advisory Committee Meetings Update (Megas)

Video: [03:28:00]

Member Megas provided an update on recent VTA BPAC meetings.

Committee comments and questions followed.

Member Megas addressed **Committee** questions.

C. 24-717 Stevens Creek Boulevard Vision Study Community Advisory Group Update (Penvenne)

Video: [03:34:00]

Member Penvenne provided an update on the Stevens Creek Boulevard Vision Study.

Committee comments and questions followed.

Member Penvenne and **Public Works Assistant Director Liw** addressed **Committee** questions.

Public Speaker: Diane Harrison

D. 24-718 Santa Clara Station Area Task Force Update (Ganesh)

Video: [03:43:40]

Member Ganesh provided an update on the Santa Clara Station Area Task Force.

Committee comments and questions followed.

Member Ganesh addressed **Committee** questions.

Public Speaker: Diane Harrison

E. 24-719 Grant Activity Verbal Update (Shariat)

Video: [04:05:40]

Principal Transportation Planner Shariat provided an update on recent grant activities.

Committee comments and questions followed.

Principal Transportation Planner Shariat and **Public Works Assistant Director Liw** addressed **Committee** questions.

Public Speaker: Diane Harrison

F. 24-734 De La Cruz Boulevard, Lick Mill Boulevard, and Scott Boulevard Bicycle Improvements Project (Garcia)

Video: [04:28:40]

Senior Civil Engineer Garcia presented draft bikeway design concepts for the De La Cruz Boulevard, Lick Mill Boulevard, and Scott Boulevard Bicycle Improvements project.

Committee comments and questions followed regarding bike lane design, pavement improvement, and on-street parking.

Senior Civil Engineer Garcia addressed **Committee** questions.

Public Speakers: Diane Harrison, Gavin Achtemeier

Chair Hardy moved Item 8H before Item 8G.

G. 24-728 Stadium Event and Super Bowl Impacts (Chan)

Video: [05:35:30]

Senior Civil Engineer Garcia provided an update on stadium event and Super Bowl impacts.

Committees comments followed.

Public Speaker: Diane Harrison

H. 24-729 Counting Bicycle and Walking/Using Telraam Device for Bicycle Counts (He)

Video: [05:00:00]

Associate Engineer He provided an overview of bicycle and pedestrian data collection methods and using Telraam devices for bicycle counts.

Committees comments and questions followed.

Associate Engineer He addressed **Committee** questions.

Public Speaker: Diane Harrison

9 REPORTS OF SPECIAL COMMITTEES (CONTINUED)

A. 24-720 Subcommittee on Bicycle Story Maps (Megas and Penvenne)

The subcommittee has no update.

B. 24-721 Subcommittee on Bike to Shop Day (Megas, Kratz, and Harrison)

The subcommittee has no update.

C. 24-722 Subcommittee on Roundabouts (Megas, Ganesh, and Kratz)

Video: [06:06:00]

Member Kratz provided a brief update on the Subcommittee on Roundabouts. Diane Harrison requested to be added to the Subcommittee.

Public Speaker: Diane Harrison

10 ANNOUNCEMENTS

11 ADJOURNMENT

The meeting was adjourned at 10:15 PM.

The next scheduled meeting will be on Monday, October 28, 2024 at 4:00 PM.

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24-1074 Agenda Date: 11/19/2024

REPORT TO COUNCIL

SUBJECT
Action on City Bills and Claims Report for the period September 21, 2024 - October 18, 2024

COUNCIL PILLAR
Enhance Community Engagement and Transparency

BACKGROUND
Disbursements made by the City of Santa Clara (City) are based on invoices submitted for payment. Prior to payment, staff reviews all disbursement documents to ensure they are reflective of the goods or services provided. Invoices are usually paid within 30 days of receipt of an accurate invoice. As a final step, the City Auditor, or designee, verifies all documents before the City issues payment. Payments are issued through accounts payable checks and wire transfers. It is important to note that items that pertain to the Stadium Authority are billed to the Stadium Manager (ManCo) to pay on behalf of the Stadium Authority for Non-NFL events and the 49ers for NFL events.

The Bills and Claims Report, as required by the City Charter, represents the cash disbursements required for operations of the City during the period. The report reflects the payment date, invoice number, description of the payment, funding source, and payment amount for all invoices. The budget control is set by the City Council through the budget adoption process. The attached report is sorted by Silicon Valley Power (SVP) expenses first, followed by the rest of the City funds.

DISCUSSION
Significant expenditures in this period include:

- Payment to Northern California Power Agency in the amount of $20,669,453 for September 2024 all resources bill.
- Payment to Tri-Dam Authority/Project in the amount of $4,387,286 for August and September 2024 Hydroelectric purchase.
- Payment to Santa Clara Valley Water District in the amount of $3,374,485 for July 2024 Pump Tax (a groundwater charge that is used to pay for the protection and augmentation of water supplies in the basin), September 2024 treated water purchase, January to June 2024 SCVWD MOU-Water Conservation Program, and aerial easement purchase for San Tomas Aquino Creek facility.
- Payment to MSR Public Power Agency/Energy Authority in the amount of $3,051,375 for August, September, and October 2024 energy purchase.
- Payment to Alliant Insurance Services in the amount of $2,250,117 for FY24-25 SVP Commercial Property and Terrorism insurance liability and March to July 2024 risk control consulting service.

- Payment to Pacific Gas & Electric in the amount of $1,965,033 for August and September 2024 gas transport charges, service for Grizzly Tap Line Repairs Project, and September 2024 electric bill.

Payments to ManCo are not included in the City's Bills and Claims report as they are currently reported through a separate Stadium Authority Bills and Claims report. Stadium Authority related payments in the City's Bills and Claims report include general administrative, material, and supply expenses of approximately $444,062. Included in this amount are invoices totaling $425,498 paid to San Francisco, City and County, Santa Clara County Sheriff's Department, Monterey County, California Highway Patrol, and Sunnyvale Department of Public Safety for protection services for events at the Stadium. These expenses are reimbursed to the City by the Stadium Authority.

During this period, payments were made on behalf of the City and the Santa Clara Stadium Authority (described above).

Certain information such as names of law firms and recipients of workers' compensation have been redacted from the Bills and Claims report. The Supreme Court of California in *Los Angeles County Board of Supervisors v. Superior Court*, (2016) 2 Cal.5th 282, held that invoices specifying the amounts billed by a law firm to a client fall within the scope of attorney-client privilege while the matters are active. In accordance with the Supreme Court's ruling, the names of law firms retained by the City, and the specific amounts billed by each, have been redacted from the public report to maintain the confidentiality of billing records for legal services. In addition, individually identifiable information about recipients of workers' compensation has been redacted from the report based on California Labor Code section 138.7.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to section 15378(b)(4) of Title 14 of the Code of Regulations in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potentially significant impact on the environment.

FISCAL IMPACT

The expenditures of $68,856,567 were appropriated to various funds with the adoption of the Fiscal Year 2023/24 and 2024/25 budget, as amended.

COORDINATION

This report has been coordinated with the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Approve the list of Bills and Claims for September 21, 2024 - October 18, 2024.

Reviewed by: David Noce, Audit Manager
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS
1. Bills and Claims Approved for Payment Report

City of Santa Clara
List of All Bills and Claims Approved for Payment
From 09/21/2024 to 10/18/2024

Run Date 10/21/2024
Run Time 9:57:03 AM

Sorted by Payment Amount

Fund Group: Electric Utility Funds

Payment No: W25063

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-25	NORTHERN CALIF POWER AGENCY	00563682	006002-0924027	WT: 2409 SEPTEMBER ARB	Electric Utility-Ops General	20,669,453.00
				Total for Payment No.:		20,669,453.00

Payment No: 030938

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	TRI-DAM PROJECT	00563764	2024-8 SVP	2408 BEARDSLEY BUNDLED ENERGY	Electric Utility-Ops General	532,536.62
2024-09-27	TRI-DAM PROJECT	00563764	2024-8 SVP	2408 BEARDSLEY RA	Electric Utility-Ops General	77,220.00
2024-09-27	TRI-DAM PROJECT	00563764	2024-8 SVP	2408 DONNELLS BUNDLED ENERGY	Electric Utility-Ops General	510,799.46
2024-09-27	TRI-DAM PROJECT	00563764	2024-8 SVP	2408 DONNELLS RA	Electric Utility-Ops General	936,000.00
2024-09-27	TRI-DAM PROJECT	00563764	2024-8 SVP	2408 DONNELLS AS	Electric Utility-Ops General	67,000.00
2024-09-27	TRI-DAM PROJECT	00563764	2024-8 SVP	2408 TULLOCH BUNDLED ENERGY	Electric Utility-Ops General	743,977.62
2024-09-27	TRI-DAM PROJECT	00563764	2024-8 SVP	2408 TULLOCH RA CAPACITY	Electric Utility-Ops General	235,950.00
				Total for Payment No.:		3,103,483.70

Payment No: 031027

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	ALLIANT INSURANCE SVCS INC	00564767	2801438	FY24/25 SVP Commercial Prop &	Electric Utility-Ops General	2,243,817.48

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		2,243,817.48

Payment No: W25062

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-25	EDF TRADING NORTH AMERICA LLC	00563495	4080688	WT:2408 NATRL GAS LT PURCH DVR	Electric Utility-Ops General	703,394.40
2024-09-25	EDF TRADING NORTH AMERICA LLC	00563495	4080688	2408 NATURAL GAS ST SALE DVR	Electric Utility-Ops General	-21,184.05
2024-09-25	EDF TRADING NORTH AMERICA LLC	00563495	4080688	2408 NATURAL GAS ST PURCH DVR	Electric Utility-Ops General	784,946.57
2024-09-25	EDF TRADING NORTH AMERICA LLC	00563495	4080688	2408 NATRL GAS IMBAL SALE DVR	Electric Utility-Ops General	-1,274.70
2024-09-25	EDF TRADING NORTH AMERICA LLC	00563495	4080688	2408 NATRL GAS IMBAL PURCH DVR	Electric Utility-Ops General	73,896.54
2024-09-25	EDF TRADING NORTH AMERICA LLC	00563495	4080688	2408 NATURAL GAS LT PURCH GIA	Electric Utility-Ops General	8,830.60
2024-09-25	EDF TRADING NORTH AMERICA LLC	00563495	4080688	2408 NATURAL GAS ST SALE GIA	Electric Utility-Ops General	-265.95
2024-09-25	EDF TRADING NORTH AMERICA LLC	00563495	4080688	2408 NATURAL GAS ST PURCH GIA	Electric Utility-Ops General	9,854.43
2024-09-25	EDF TRADING NORTH AMERICA LLC	00563495	4080688	2408 NATRL GAS IMBAL SALE GIA	Electric Utility-Ops General	-16.00
2024-09-25	EDF TRADING NORTH AMERICA LLC	00563495	4080688	2408 NATRL GAS IMBAL PURCH GIA	Electric Utility-Ops General	927.72
				Total for Payment No.:		1,559,109.56

Payment No: 031125

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	MSR PUBLIC POWER AGENCY	00564774	100824	2409 BIG HORN ENERGY	Electric Utility-Ops General	1,068,740.60
2024-10-18	MSR PUBLIC POWER AGENCY	00564775	100524	2409 BIG HORN SHAPING	Electric Utility-Ops General	278,266.35
				Total for Payment No.:		1,347,006.95

Payment No: W25061

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-24	MSR ENERGY AUTHORITY	00563494	EA2352	WT: 2408 NATURAL GAS PURCH DVR	Electric Utility-Ops General	1,235,609.08
2024-09-24	MSR ENERGY AUTHORITY	00563494	EA2352	2408 NATURAL GAS PURCH GIA	Electric Utility-Ops General	15,512.17
				Total for Payment No.:		1,251,121.25

Payment No: 030937

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	TRI-DAM POWER AUTHORITY	00563587	2024-8S SVP	2408 ENERGY PURCH (HYDRO)	Electric Utility-Ops General	743,251.95
2024-09-27	TRI-DAM POWER AUTHORITY	00563587	2024-8S SVP	2408 CAPACITY PURCH RA (HYDRO)	Electric Utility-Ops General	46,410.00
				Total for Payment No.:		789,661.95

Payment No: 722233

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	PG&E	00563657	6738869084-3 AUG2024	2407 GAS TRANSPORT DVR	Electric Utility-Ops General	708,087.23
				Total for Payment No.:		708,087.23

Payment No: 722235

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	PG&E	00563660	6738869084-3 SEP2024	2408 GAS TRANSPORT DVR	Electric Utility-Ops General	697,862.06
				Total for Payment No.:		697,862.06

Payment No: W25076

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	RE ROSAMOND ONE LLC	00564805	00130	WT: 2409 ENERGY PURCH (SOLAR)	Electric Utility-Ops General	504,075.54
				Total for Payment No.:		504,075.54

Payment No: 031144

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	TRI-DAM POWER AUTHORITY	00564742	2024-9S SVP	2409 ENERGY PURCH (HYDRO)	Electric Utility-Ops General	435,125.71
2024-10-18	TRI-DAM POWER AUTHORITY	00564742	2024-9S SVP	2409 CAPACITY PURCH RA (HYDRO)	Electric Utility-Ops General	59,015.00
				Total for Payment No.:		494,140.71

Payment No: 030881

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	CENTRAL 40 LLC	00563588	131576-2024-08	2408 ENERGY PURCH (SOLAR)	Electric Utility-Ops General	435,834.13
				Total for Payment No.:		435,834.13

Payment No: 031001

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	MSR PUBLIC POWER AGENCY	00563653	091124	2408 BIG HORN 2 POWER	Electric Utility-Ops General	404,273.72
				Total for Payment No.:		404,273.72

Payment No: 030964

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	AMERESCO	00563637	90012	2408 FORWARD BUNDLED ENERGY	Electric Utility-Ops General	320,893.94
2024-10-04	AMERESCO	00563637	90012	2408 FORWARD GRID MGMT GMC	Electric Utility-Ops General	9,316.37
				Total for Payment No.:		330,210.31

Payment No: 030963

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	AMERESCO	00563636	90011	2408 BUNDL ENRGY(VASCO LF GAS)	Electric Utility-Ops General	294,433.51
2024-10-04	AMERESCO	00563636	90011	2408 VASCO GMC COSTS GRID MG	Electric Utility-Ops	13,065.57

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					General	
				Total for Payment No.:		307,499.08

Payment No: 722241

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	PG&E	00564017	0008332405-3	YP2407 GRIZZLY TAPLINE REBUILD	Electric Utility-Construction	297,790.87
				Total for Payment No.:		297,790.87

Payment No: 031094

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	CENTRAL 40 LLC	00564718	131576-2024-09	2409 ENERGY PURCH (SOLAR)	Electric Utility-Ops General	275,263.97
				Total for Payment No.:		275,263.97

Payment No: 722260

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	BAY AREA AIR QUALITY	00564251	T177018	CY2425 DVR PERMIT RENEWAL	Electric Utility-Ops General	274,453.00
				Total for Payment No.:		274,453.00

Payment No: 030873

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	AQUAMARINE WESTSIDE, LLC	00563763	SVP-01-037	2408 VINTAGE REC PURCHSE	Electric Utility-Ops General	251,342.00
				Total for Payment No.:		251,342.00

Payment No: 031141

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	THE OKONITE COMPANY	00564842	2CA38	TRIPLEX 600 COMPACT PO#28675	Electric Utility-Construction	79,402.97

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	THE OKONITE COMPANY	00565022	2CR54	WIRE, 15KV 600 KCMIL TRIPLEXED	Electric Utility-Ops General	132,338.29
				Total for Payment No.:		211,741.26

Payment No: 030927

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	STANTEC CONSULTING SERVICES	00563810	2271795	NRS SYSTEM EXPANSION UPGRADE P	Electric Utility-Construction	208,249.75
				Total for Payment No.:		208,249.75

Payment No: 031046

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	HOT LINE CONSTRUCTION, INC.	00564625	17771	BOWERS AVENUE JUNCTION 60 kV T	Electric Utility-Construction	122,437.32
2024-10-11	HOT LINE CONSTRUCTION, INC.	00564625	17771	Retention Bowers Avenue Juncti	Electric Utility-Construction	-6,121.87
2024-10-11	HOT LINE CONSTRUCTION, INC.	00564626	17627	BOWERS AVENUE JUNCTION 60 kV T	Electric Utility-Construction	90,800.00
2024-10-11	HOT LINE CONSTRUCTION, INC.	00564626	17627	Retention BAJ T-line PW	Electric Utility-Construction	-4,540.00
				Total for Payment No.:		202,575.45

Payment No: 030921

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	POWER PROS	00563877	2024170	TESTING AND COMMISSIONING SERV	Electric Utility-Construction	3,990.00
2024-09-27	POWER PROS	00563878	2024177	TESTING AND COMMISSIONING SERV	Electric Utility-Construction	126,100.00
2024-09-27	POWER PROS	00563879	2024169	SITE ACCEPTACE TESTING AND FUN	Electric Utility-Construction	21,031.66
2024-09-27	POWER PROS	00563880	2024168	SITE ACCEPTACE TESTING AND FUN	Electric Utility-Construction	37,390.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		188,511.66

Payment No: 031020

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	US DEPT OF ENERGY	00564066	NNPB000270924R	2410 WAPA RESTORTN FUND	Electric Utility-Ops General	166,805.33
				Total for Payment No.:		166,805.33

Payment No: 031014

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	Silicon Valley Power	Electric Utility-Ops General	14.17
				Total for Payment No.:		14.17

Payment No: 030892

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	GE GRID SOLUTIONS, LLC	00563881	1719724	INTER-RELAY COMMUNICATIONS MOD	Electric Utility-Ops General	17,203.35
2024-09-27	GE GRID SOLUTIONS, LLC	00563882	1719919	UR CT/VT MODULE UR-8LH	Electric Utility-Ops General	6,885.42
2024-09-27	GE GRID SOLUTIONS, LLC	00563881	1719724	UR DIGITAL I/O MODULE UR-6BH	Electric Utility-Ops General	1,196.80
2024-09-27	GE GRID SOLUTIONS, LLC	00563881	1719724	UR DIGITAL I/O MODULE UR-6GH	Electric Utility-Ops General	3,590.40
2024-09-27	GE GRID SOLUTIONS, LLC	00563882	1719919	UR CT/VT MODULE UR-8FH	Electric Utility-Ops General	5,433.88
2024-09-27	GE GRID SOLUTIONS, LLC	00563883	1720207	L90 UR CPU L9M-9UH-00C	Electric Utility-Ops General	13,387.36
2024-09-27	GE GRID SOLUTIONS, LLC	00563883	1720207	UR DIGITAL I/O MODULE UR-6RH	Electric Utility-Ops General	8,377.60
2024-09-27	GE GRID SOLUTIONS, LLC	00563883	1720207	UR DIGITAL I/O MODULE UR-6UH	Electric Utility-Ops General	7,180.80

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	GE GRID SOLUTIONS, LLC	00563884	1720696	L90 UR CPU L9M-9UH-00C	Electric Utility-Ops General	46,855.76
				Total for Payment No.:		110,111.37

Payment No: W25067

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-01	CALIF ISO	00563496	2024082631-65483753	WTHANA ANN\L CHRGS OCT24-SEP25	Electric Utility-Ops General	107,424.00
				Total for Payment No.:		107,424.00

Payment No: 030872

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	ANIXTER INC.	00563797	6109069-00	RICHARDS ELBOW #71CS8GT0QR5	Electric Utility-Construction	33,510.11
2024-09-27	ANIXTER INC.	00563794	5935710-05	CLAMP - DEAD END - COMPRESSION	Electric Utility-Construction	44,602.22
2024-09-27	ANIXTER INC.	00563322	6127486-01	YP2409 810009646/DB B-096-LN-8	Electric Utility-Construction	5,098.87
2024-09-27	ANIXTER INC.	00563560	6127486-00	YP2408 810009647/DB B-144-LN-8	Electric Utility-Construction	7,038.56
2024-09-27	ANIXTER INC.	00563561	6095002-00	YP2409 10004576 FUTUREPATH RIB	Electric Utility-Construction	13,258.69
2024-09-27	ANIXTER INC.	00563799	6158206-01	NUMBER, ALUM, #1, 3IN TALL POL	Electric Utility-Ops General	124.40
2024-09-27	ANIXTER INC.	00563793	6127452-07	ARM, WOOD, LSP AA, 8FT-0IN X 3	Electric Utility-Ops General	3,273.75
2024-09-27	ANIXTER INC.	00563798	6127172-03	MARKER, #2, 1-1/2INX1IN, 1IN L	Electric Utility-Ops General	68.88
				Total for Payment No.:		106,975.48

Payment No: 030979

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	ELECTRICAL CONSULTANTS INC	00564149	123333	KRS REBUILD AND FULL REPLACEME	Electric Utility-Construction	11,821.50
2024-10-04	ELECTRICAL CONSULTANTS INC	00564150	123334	SRS REBUILD AND FULL REPLACEME	Electric Utility-Construction	82,642.50
				Total for Payment No.:		94,464.00

Payment No: 031071

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	POWER PROS	00564624	2024124	SITE OF ACCEPTANCE TESTING AND	Electric Utility-Construction	93,300.00
				Total for Payment No.:		93,300.00

Payment No: 030890

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	GAHRAHMAT FAMILY LTD II	00563910	GFLP2-23418	YP2409COM ARE 881 MARTIN SEP24	Electric Utility-Ops Restrictd	135.36
2024-09-27	GAHRAHMAT FAMILY LTD II	00563910	GFLP2-23418	YP2410 RENT 881 MARTIN OCT24	Electric Utility-Ops Restrictd	3,947.17
2024-09-27	GAHRAHMAT FAMILY LTD II	00563910	GFLP2-23418	YP2408 UTIL WTR/SWR/FIR AUG24	Electric Utility-Ops Restrictd	160.33
2024-09-27	GAHRAHMAT FAMILY LTD II	00563910	GFLP2-23418	YP2408 SC UTILITIES ELECTRIC	Electric Utility-Ops Restrictd	762.07
2024-09-27	GAHRAHMAT FAMILY LTD II	00563910	GFLP2-23418	YP2408PGE 881 MARTIN AVE AUG24	Electric Utility-Ops Restrictd	84.02
2024-09-27	GAHRAHMAT FAMILY LTD II	00563910	GFLP2-23418	YP2408PGE 881 MARTIN AVE AUG24	Electric Utility-Ops General	1,316.30
2024-09-27	GAHRAHMAT FAMILY LTD II	00563910	GFLP2-23418	YP2410 RENT 881 MARTIN OCT24	Electric Utility-Ops General	61,838.95
2024-09-27	GAHRAHMAT FAMILY LTD II	00563910	GFLP2-23418	YP2409COM ARE 881 MARTIN SEP24	Electric Utility-Ops General	2,120.65
2024-09-27	GAHRAHMAT FAMILY LTD II	00563910	GFLP2-23418	YP2408 UTIL WTR/SWR/FIR AUG24	Electric Utility-Ops General	2,511.79
2024-09-27	GAHRAHMAT FAMILY LTD II	00563910	GFLP2-23418	YP2408 SC UTILITIES ELECTRIC	Electric Utility-Ops General	11,939.04

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		84,815.68

Payment No: 030934

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	THERMAL MECHANICAL INC	00563859	90940	TEMPORARY COOLING AND VENTILAT	Electric Utility-Construction	49,127.90
2024-09-27	THERMAL MECHANICAL INC	00563859	90940	CHANGE ORDER 1: ADDITIONAL WOR	Electric Utility-Construction	29,554.24
				Total for Payment No.:		78,682.14

Payment No: 031068

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	OLCESE WATER DISTRICT	00564449	100451	2408 PURCHASE OF RECS	Electric Utility-Ops General	76,551.00
2024-10-11	OLCESE WATER DISTRICT	00564449	100451	2408 SCHEDULNG COORDINATR ID	Electric Utility-Ops General	750.00
				Total for Payment No.:		77,301.00

Payment No: 722317

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	RTS RELIABILITY TESTING	00564156	184880	SUSTATION RELIABILITY/PDM SERV	Electric Utility-Ops General	37,110.50
2024-10-04	RTS RELIABILITY TESTING	00564190	184878	DVR POWER PLANT RELIABILITY/PD	Electric Utility-Ops General	7,924.00
2024-10-04	RTS RELIABILITY TESTING	00564192	184942	DVR POWER PLANT RELIABILITY/PD	Electric Utility-Ops General	7,924.00
2024-10-04	RTS RELIABILITY TESTING	00564193	184943	BLACK BUTTE RELIABILITY/PDM SE	Electric Utility-Ops General	5,041.00
2024-10-04	RTS RELIABILITY TESTING	00564189	184747	MULTI-CHANNEL VIBRATION ANALYS	Electric Utility-Ops General	4,451.65
2024-10-04	RTS RELIABILITY TESTING	00564194	184944	STONY GORGE RELIABILITY/PDM SE	Electric Utility-Ops General	5,078.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	RTS RELIABILITY TESTING	00564191	184879	GIANERA GENERATING STATION REL	Electric Utility-Ops General	4,929.00
				Total for Payment No.:		72,458.15

Payment No: 722232

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	PG&E	00563656	6960110313-3 AUG2024	2407 GAS TRANSPORT GIA	Electric Utility-Ops General	70,144.11
				Total for Payment No.:		70,144.11

Payment No: 031127

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	ONESOURCE DISTRIBUTORS LLC	00564570	S007581587.001	Y-CLEVIS	Electric Utility-Construction	511.13
2024-10-18	ONESOURCE DISTRIBUTORS LLC	00564864	S007518943.001	SWITCH, OH,LineBOSS 15KV GANG	Electric Utility-Ops General	35,702.34
2024-10-18	ONESOURCE DISTRIBUTORS LLC	00564865	S007628721.001	HIGH VOLTAGE BUST TAPE 2" RAYC	Electric Utility-Ops General	9,893.18
2024-10-18	ONESOURCE DISTRIBUTORS LLC	00564568	S007425275.004	REFLECTIVE STICKER, "1"	Electric Utility-Ops General	199.73
2024-10-18	ONESOURCE DISTRIBUTORS LLC	00564865	S007628721.001	HIGH VOLTAGE BUS TAPE 4" RAYCH	Electric Utility-Ops General	8,122.68
2024-10-18	ONESOURCE DISTRIBUTORS LLC	00564866	S007551269.002	BRACKET, CABLE SUPPORT, 12IN S	Electric Utility-Ops General	15,232.10
				Total for Payment No.:		69,661.16

Payment No: 722391

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	COMPUTACENTER UNITED STATES INC	00564462	3891132427	PART NUMBER: GLC-SX-MM-RGD= 10	Electric Utility-Ops General	10,639.43
2024-10-11	COMPUTACENTER UNITED STATES INC	00564462	3891132427	PART NUMBER: GLC-FE-100FX-RGD=	Electric Utility-Ops General	22,515.13

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	COMPUTACENTER UNITED STATES INC	00564462	3891132427	FREIGHT	Electric Utility-Ops General	2,212.21
2024-10-11	COMPUTACENTER UNITED STATES INC	00564612	3891132691	PART NUMBER: GLC-T-RGD= 1000 B	Electric Utility-Ops General	31,748.83
				Total for Payment No.:		67,115.60

Payment No: 722238

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	PG&E	00563956	0008332437-6	YP2408 GRIZZ PH O&M NONTAXABLE	Electric Utility-Ops General	57,360.94
2024-10-04	PG&E	00563956	0008332437-6	YP2408 GRIZZ PH O&M TAXABLE	Electric Utility-Ops General	8,646.75
				Total for Payment No.:		66,007.69

Payment No: 031108

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	GRANICUS, LLC	00565140	190782	YEAR 6 COMMUNICATIONS CLOUD SU	Electric Utility-Ops General	19,116.69
				Total for Payment No.:		19,116.69

Payment No: 722112

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	AZCO SUPPLY, INC.	00563801	453399	STREET LIGHT POLE FOR EL CAMIN	Electric Utility-Ops General	60,313.39
				Total for Payment No.:		60,313.39

Payment No: 030975

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	[redacted]	00563650	00761	2407 LEGAL SERVICES	[redacted]	[redacted]
2024-10-04	[redacted]	00563650	00761	2407 LEGAL SVC [redacted]	[redacted]	[redacted]

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		59,606.24

Payment No: 031062

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	MISSION TRAIL WASTE SYSTEMS	00564068	0000530693	CART & FRNT LOAD BIN SVCSEPT24	Electric Utility-Ops General	480.58
2024-10-11	MISSION TRAIL WASTE SYSTEMS	00564068	0000530693	CART & FRNT LOAD BIN SVCSEPT24	Electric Utility-Ops General	2,910.03
2024-10-11	MISSION TRAIL WASTE SYSTEMS	00564070	0000530699	SVP 881 MARTIN SVC SEPT2024	Electric Utility-Ops General	1,244.50
2024-10-11	MISSION TRAIL WASTE SYSTEMS	00564077	0000529562	DEBRIS BIN SERVICE AUGUST2024	Electric Utility-Ops General	1,489.59
				Total for Payment No.:		6,124.70

Payment No: 031025

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	AECOM TECHNICAL SERVICES, INC	00564622	2000923517	MICROGRID FEASIBILITY STUDY FO	Electric Utility-Construction	32,161.00
2024-10-11	AECOM TECHNICAL SERVICES, INC	00564622	2000923517	INCREASED PRICE DUE TO DELAY A	Electric Utility-Construction	18,113.00
				Total for Payment No.:		50,274.00

Payment No: 031063

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	MSR PUBLIC POWER AGENCY	00564436	100224	2410 RENEWABLE ADMIN COSTS	Electric Utility-Ops General	36,615.70
2024-10-11	MSR PUBLIC POWER AGENCY	00564436	100224	2410 PUR PWR SAN JUAN ACT	Electric Utility-Ops General	12,109.65
2024-10-11	MSR PUBLIC POWER AGENCY	00564436	100224	2410 PUR PWR SAN JUAN ACT	Electric Utility-Ops General	248.15
				Total for Payment No.:		48,973.50

Payment No: 722504

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	CORE & MAIN LP	00564880	V717842	BEND, 22-1/2 DEGREES, 10IN, MJ	Electric Utility-Ops General	268.61
2024-10-18	CORE & MAIN LP	00564880	V717842	BEND, 11-1/4 DEGREES, 6IN, MJ,	Electric Utility-Ops General	128.36
				Total for Payment No.:		396.97

Payment No: 722163

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	MESA ENERGY SYSTEMS, INC.	00563857	940022095	QUARTERLY HVAC AND CHILLER INS	Electric Utility-Ops General	11,871.00
2024-09-27	MESA ENERGY SYSTEMS, INC.	00563856	4001259C-001	LABOR & TRUCK CHARGES	Electric Utility-Ops General	14,608.00
2024-09-27	MESA ENERGY SYSTEMS, INC.	00563856	4001259C-001	MATERIALS	Electric Utility-Ops General	12,492.63
2024-09-27	MESA ENERGY SYSTEMS, INC.	00563856	4001259C-001	FREIGHT	Electric Utility-Ops General	298.80
2024-09-27	MESA ENERGY SYSTEMS, INC.	00563856	4001259C-001	PROJECT MANAGEMENT FEES	Electric Utility-Ops General	700.00
				Total for Payment No.:		39,970.43

Payment No: 722184

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	STEPHENS MECHANICAL	00563858	4574	HOOK FIT BORE SCOPE INSPECTION	Electric Utility-Ops General	37,340.15
				Total for Payment No.:		37,340.15

Payment No: 722175

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	RTS RELIABILITY TESTING	00563786	184741	SUBSTATION RELIABILITY/PDM SER	Electric Utility-Ops General	37,110.50
				Total for Payment No.:		37,110.50

Payment No: 030987

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	HILL BROTHERS CHEMICAL CO	00563958	INV127552	YP2406 AQUA AMMONIA 19% BULK	Electric Utility-Ops General	7,222.30
2024-10-04	HILL BROTHERS CHEMICAL CO	00563959	INV125607	YP2405 AQUA AMMONIA 19% BULK	Electric Utility-Ops General	6,259.35
2024-10-04	HILL BROTHERS CHEMICAL CO	00563960	INV125060	YP2405 AQUA AMMONIA 19% BULK	Electric Utility-Ops General	6,018.90
2024-10-04	HILL BROTHERS CHEMICAL CO	00563961	INV126173	YP2405 AQUA AMMONIA 19% BULK	Electric Utility-Ops General	3,504.85
2024-10-04	HILL BROTHERS CHEMICAL CO	00563962	INV126645	YP2405 AQUA AMMONIA 19% BULK	Electric Utility-Ops General	5,898.25
2024-10-04	HILL BROTHERS CHEMICAL CO	00563963	INV128230	YP2406 AQUA AMMONIA 19% BULK	Electric Utility-Ops General	7,222.67
				Total for Payment No.:		36,126.32

Payment No: 031040

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	ENERGYORBIT	00564432	INV0675	FY2409 REBATE PROCESS PROG	Electric Utility-Ops Restrictd	17,902.13
2024-10-11	ENERGYORBIT	00564432	INV0675	FY2409 REBATE PROCESS PROG	Electric Utility-Ops Restrictd	17,902.12
				Total for Payment No.:		35,804.25

Payment No: 030903

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	INDEPENDENT ELECTRIC SUPPLY	00563811	S106260116.003	POLE, ST LT, AL, 30 FT.T. HT.,	Electric Utility-Ops General	33,766.55
				Total for Payment No.:		33,766.55

Payment No: 722248

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	ALBERT RISK MANAGEMENT	00563645	I-05609	2405 INSURANCE CONSULTNG SVC	Electric Utility-Ops General	20,975.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	ALBERT RISK MANAGEMENT	00563646	I-05794	2406 INSURANCE CONSULTNG SVC	Electric Utility-Ops General	11,432.50
				Total for Payment No.:		32,407.50

Payment No: 030995

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	LEIDOS ENGINEERING, LLC	00564253	INV-0011621653	ENGINEERING SERVICES FOR NERC	Electric Utility-Ops General	21,895.61
2024-10-04	LEIDOS ENGINEERING, LLC	00564254	INV-0011816009	ENGINEERING SERVICES FOR NERC	Electric Utility-Ops General	820.08
2024-10-04	LEIDOS ENGINEERING, LLC	00564256	INV-0012206848	ENGINEERING SERVICES FOR NERC	Electric Utility-Ops General	9,128.82
				Total for Payment No.:		31,844.51

Payment No: 031088

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	ANIXTER INC.	00563694	6152098-00	CREDIT MEMO PO#29920	Electric Utility-Ops General	-141.97
2024-10-18	ANIXTER INC.	00564853	6127452-08	TERMINAL, LUG, 1 HOLE PAD, COM	Electric Utility-Ops General	349.64
2024-10-18	ANIXTER INC.	00564854	6145873-00	LUMINAIRE, ST LT. LED, MIN 700	Electric Utility-Ops General	7,311.46
2024-10-18	ANIXTER INC.	00564854	6145873-00	LUMINAIRE, ST LT. LED, MIN 700	Electric Utility-Ops General	7,311.46
2024-10-18	ANIXTER INC.	00564855	6178389-00	Collinite No.240 for cleaning/	Electric Utility-Ops General	557.19
2024-10-18	ANIXTER INC.	00564856	6159288-00	CONNECTOR, OH, PARALLEL GROOVE	Electric Utility-Ops General	4,414.11
2024-10-18	ANIXTER INC.	00564856	6159288-00	FAULT INDICATOR, OVERHEAD, FCI	Electric Utility-Ops General	9,634.65
2024-10-18	ANIXTER INC.	00564857	6153196-01	ANCHOR ROD 1IN DIA. X 7FT TRIP	Electric Utility-Ops General	834.81
				Total for Payment No.:		30,271.35

Payment No: 722234

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	PG&E	00563659	6960110313-3 SEP2024	2408 GAS TRANSPORT GIA	Electric Utility-Ops General	29,004.76
				Total for Payment No.:		29,004.76

Payment No: 030976

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	EAGLE SECURITY SERVICE	00564258	ES4874	MILESTONE SOFTWARE PMA RENEWAL	Electric Utility-Ops General	13,995.00
2024-10-04	EAGLE SECURITY SERVICE	00564259	ES4873	DNA FUSION SOFTWARE PMA RENEWA	Electric Utility-Ops General	14,995.00
				Total for Payment No.:		28,990.00

Payment No: 722398

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	FIRST SHIELD SECURITY AND	00564526	5450	Security at SCG&T	Electric Utility-Ops General	19,032.00
				Total for Payment No.:		19,032.00

Payment No: 722527

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	JOHNSON CONTROLS FIRE	00564978	51425108	ONE TIME SEMI-ANNUAL INSPECTIO	Electric Utility-Ops General	4,944.00
				Total for Payment No.:		4,944.00

Payment No: 031036

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	DALEO INC	00563333	SVP3037-04	YP2408 2004D MASTER CONTRACT	Electric Utility-Construction	26,015.86
				Total for Payment No.:		26,015.86

Payment No: 030942

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	US DEPT OF ENERGY	00563246	NNPB000270824S	2408 COTP LOSS-FIN SETTLEMENTS	Electric Utility-Ops General	25,570.06
				Total for Payment No.:		25,570.06

Payment No: 031145

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	US DEPT OF ENERGY	00564904	NNPB000270924S	2409 COTP LOSS-FIN SETTLEMENTS	Electric Utility-Ops General	25,334.10
				Total for Payment No.:		25,334.10

Payment No: 722455

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	TERI BLACK & CO LLC	00564470	24-0826-603	Recruitment for Assistant Dire	Electric Utility-Ops General	24,650.77
				Total for Payment No.:		24,650.77

Payment No: 031103

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	ELECTRICAL CONSULTANTS INC	00564795	124209	CREATION OF PLANS AND SPECIFIC	Electric Utility-Construction	15,144.00
2024-10-18	ELECTRICAL CONSULTANTS INC	00564797	124095	ENGINEERING ASSESSMENT STUDY	Electric Utility-Construction	9,211.00
				Total for Payment No.:		24,355.00

Payment No: 031095

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	CINTAS CORP #630	00564935	4198652432	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	8.58
2024-10-18	CINTAS CORP #630	00564937	4198140819	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	672.86
2024-10-18	CINTAS CORP #630	00564938	4197847031	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	8.58

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	CINTAS CORP #630	00564938	4197847031	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	47.77
2024-10-18	CINTAS CORP #630	00564936	4198652420	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	8.58
2024-10-18	CINTAS CORP #630	00564936	4198652420	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	825.28
2024-10-18	CINTAS CORP #630	00564935	4198652432	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	47.77
2024-10-18	CINTAS CORP #630	00564939	4198652405	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	8.58
2024-10-18	CINTAS CORP #630	00564939	4198652405	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	126.19
2024-10-18	CINTAS CORP #630	00564940	4198871239	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	672.86
2024-10-18	CINTAS CORP #630	00564941	4198652450	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	308.13
2024-10-18	CINTAS CORP #630	00564942	4199353506	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	8.58
2024-10-18	CINTAS CORP #630	00564942	4199353506	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	126.19
2024-10-18	CINTAS CORP #630	00564943	4199353635	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	8.58
2024-10-18	CINTAS CORP #630	00564943	4199353635	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	47.77
2024-10-18	CINTAS CORP #630	00564944	4199353751	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	308.13
2024-10-18	CINTAS CORP #630	00564946	4200046229	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	2.30
2024-10-18	CINTAS CORP #630	00564946	4200046229	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	823.58
2024-10-18	CINTAS CORP #630	00564947	4200046150	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	397.01
2024-10-18	CINTAS CORP #630	00564948	4200045979	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	47.77
2024-10-18	CINTAS CORP #630	00564949	4199354046	LAUNDRY SERVICES FOR SVP	Electric Utility-Ops	8.58

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				UNIFO	General	
2024-10-18	CINTAS CORP #630	00564949	4199354046	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	1,001.34
2024-10-18	CINTAS CORP #630	00564950	4199570824	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	696.96
2024-10-18	CINTAS CORP #630	00564951	4200045879	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	163.69
2024-10-18	CINTAS CORP #630	00564951	4200045879	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	126.19
2024-10-18	CINTAS CORP #630	00564952	4200295666	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	696.96
2024-10-18	CINTAS CORP #630	00564967	4202910940	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	823.58
2024-10-18	CINTAS CORP #630	00564968	4203665622	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	823.58
2024-10-18	CINTAS CORP #630	00564965	4202128166	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	333.20
2024-10-18	CINTAS CORP #630	00564966	4202441413	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	672.86
2024-10-18	CINTAS CORP #630	00564969	4202911012	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	333.20
2024-10-18	CINTAS CORP #630	00564960	4202127481	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	127.10
2024-10-18	CINTAS CORP #630	00564961	4201676458	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	696.96
2024-10-18	CINTAS CORP #630	00564962	4202910767	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	49.70
2024-10-18	CINTAS CORP #630	00564955	4200788010	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	166.69
2024-10-18	CINTAS CORP #630	00564955	4200788010	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	820.58
2024-10-18	CINTAS CORP #630	00564953	4200787845	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	47.77
2024-10-18	CINTAS CORP #630	00564954	4200957967	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	696.96

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	CINTAS CORP #630	00564956	4200788068	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	308.13
2024-10-18	CINTAS CORP #630	00564959	4201496021	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	47.77
2024-10-18	CINTAS CORP #630	00564957	4201496239	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	308.13
2024-10-18	CINTAS CORP #630	00564958	4201496004	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	127.10
2024-10-18	CINTAS CORP #630	00564963	4202127674	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	47.77
2024-10-18	CINTAS CORP #630	00564964	4202127939	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	823.58
2024-10-18	CINTAS CORP #630	00564970	4203665481	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	333.20
2024-10-18	CINTAS CORP #630	00564971	4203162718	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	672.86
2024-10-18	CINTAS CORP #630	00565056	4205066183	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	333.20
2024-10-18	CINTAS CORP #630	00565057	4204302690	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	823.58
2024-10-18	CINTAS CORP #630	00565058	4204302329	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	129.23
2024-10-18	CINTAS CORP #630	00565062	4205067032	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	825.75
2024-10-18	CINTAS CORP #630	00565097	4205787198	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	825.20
2024-10-18	CINTAS CORP #630	00565063	4204579752	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	688.70
2024-10-18	CINTAS CORP #630	00565069	4206018194	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	698.02
2024-10-18	CINTAS CORP #630	00565068	4204302631	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	333.20
2024-10-18	CINTAS CORP #630	00565104	4205787144	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	333.20
2024-10-18	CINTAS CORP #630	00565105	4205265332	LAUNDRY SERVICES FOR SVP	Electric Utility-Ops	688.70

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				UNIFO	General	
2024-10-18	CINTAS CORP #630	00565107	4206761224	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	675.04
2024-10-18	CINTAS CORP #630	00565108	4206523451	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	866.03
2024-10-18	CINTAS CORP #630	00565112	4207238389	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	92.73
2024-10-18	CINTAS CORP #630	00565112	4207238389	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	358.88
				Total for Payment No.:		23,130.99

Payment No: 031116

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	LEIDOS ENGINEERING, LLC	00564255	INV-0012206708	CHANGE ORDER 2: ADDITIONAL SUP	Electric Utility-Ops General	21,445.55
				Total for Payment No.:		21,445.55

Payment No: 031077

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	TRC	00564660	44958	DESIGN SERVICES FOR BESS ENCLO	Electric Utility-Construction	21,285.82
				Total for Payment No.:		21,285.82

Payment No: 030917

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	NALCO CO	00563504	6602924273	YP2409 3D TRASAR# 3DT120	Electric Utility-Ops General	7,668.30
2024-09-27	NALCO CO	00563504	6602924273	YP2409 3D TRASAR# 3DT179	Electric Utility-Ops General	9,333.03
2024-09-27	NALCO CO	00563504	6602924273	YP2409 PERMATREAT# PC-191T	Electric Utility-Ops General	2,492.24
2024-09-27	NALCO CO	00563504	6602924273	YP2409 FREIGHT SURCHARGE	Electric Utility-Ops	150.56

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					General	
2024-09-27	NALCO CO	00563505	6670698182	YP2409 MONTHLY SERVICE FEE	Electric Utility-Ops General	1,096.77
				Total for Payment No.:		20,740.90

Payment No: 031100

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	DALEO INC	00564507	SVP3037-03	YP2406 2004D MASTER CONTRACT	Electric Utility-Construction	20,667.00
				Total for Payment No.:		20,667.00

Payment No: 722229

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	PG&E	00562580	0008309205-6	YP2406 GRIZZLY TAPLINE REBUILD	Electric Utility-Construction	19,684.72
				Total for Payment No.:		19,684.72

Payment No: 030936

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	TRC	00563808	44908	DEMOCRACY SUBSTATION ENGINEERI	Electric Utility-Construction	5,295.15
2024-09-27	TRC	00563876	44690	ENGINEERING AND DESIGN SUPPORT	Electric Utility-Construction	14,076.69
				Total for Payment No.:		19,371.84

Payment No: 031039

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	ELECTRICAL CONSULTANTS INC	00564659	123359	CREATION OF PLANS AND SPECIFIC	Electric Utility-Construction	19,266.00
				Total for Payment No.:		19,266.00

Payment No: 722252

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	AMERESCO	00563638	90013	2408 ENERGY(LAFAYETT LF GAS)	Electric Utility-Ops General	18,644.97
				Total for Payment No.:		18,644.97

Payment No: 722516

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	EQUINIX INC	00564512	100210608324	YP2410 SANTA CLARA IBX-SV2 FBR	Electric Utility-Ops General	17,629.06
				Total for Payment No.:		17,629.06

Payment No: 030982

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	GRAINGER	00563919	9251234333	YP2409 807V91 FIBER OPTIC INSP	Electric Utility-Construction	2,756.02
2024-10-04	GRAINGER	00563920	9250570158	YP2409 16V461 ARC FLASH BODY H	Electric Utility-Ops General	2,103.52
2024-10-04	GRAINGER	00563920	9250570158	YP2409 16V462 ARC FLASH BODY H	Electric Utility-Ops General	4,207.03
2024-10-04	GRAINGER	00563921	9252620654	YP2409 9VMP6 DUFFEL BAG,BLACK,	Electric Utility-Ops General	555.10
2024-10-04	GRAINGER	00563917	9258670109	YP2409 16V461 ARC FLASH BODY H	Electric Utility-Ops General	3,155.27
				Total for Payment No.:		12,776.94

Payment No: 031110

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	GRANITE ROCK CO #29145	00565001	2178922	SAND & BASE ROCK	Electric Utility-Construction	798.58
2024-10-18	GRANITE ROCK CO #29145	00565006	2173574	SAND & BASE ROCK	Electric Utility-Construction	397.48
2024-10-18	GRANITE ROCK CO #29145	00565010	2177573	SAND & BASE ROCK	Electric Utility-Construction	388.28

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	GRANITE ROCK CO #29145	00565017	2185522	SAND & BASE ROCK	Electric Utility-Construction	2,019.55
2024-10-18	GRANITE ROCK CO #29145	00565015	2180143	SAND & BASE ROCK	Electric Utility-Construction	795.13
2024-10-18	GRANITE ROCK CO #29145	00565017	2185522	PROMPT PAY DISCOUNT	Electric Utility-Construction	-36.12
2024-10-18	GRANITE ROCK CO #29145	00565018	2182719	SAND & BASE ROCK	Electric Utility-Construction	2,685.15
2024-10-18	GRANITE ROCK CO #29145	00565019	2184325	SAND & BASE ROCK	Electric Utility-Construction	1,249.94
				Total for Payment No.:		8,297.99

Payment No: 722325

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	STEELSENTRY, INC	00564195	22175	ITEM # FR-15-16-W-723630 - STE	Electric Utility-Construction	4,156.35
2024-10-04	STEELSENTRY, INC	00564195	22175	ITEM # FC-15-16-W-482430 - STE	Electric Utility-Construction	1,828.19
2024-10-04	STEELSENTRY, INC	00564195	22175	ITEM# FR-15-16-W-362430 - STEE	Electric Utility-Construction	982.63
2024-10-04	STEELSENTRY, INC	00564195	22175	ITEM# FC-15-16-W-482430 - STEE	Electric Utility-Construction	2,070.81
2024-10-04	STEELSENTRY, INC	00564195	22175	SHIPPING & HANDLING - ESTIMATE	Electric Utility-Construction	2,769.80
2024-10-04	STEELSENTRY, INC	00564195	22175	ITEM# FR-15-16-W-723630 - STEE	Electric Utility-Construction	3,699.01
				Total for Payment No.:		15,506.79

Payment No: 722426

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	PASCOR ATLANTIC CORPORATION	00564627	a00006077397	TSN - SEISMIC ANALYSIS PERFORM	Electric Utility-Construction	15,500.00
				Total for Payment No.:		15,500.00

Payment No: 030887

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	DALEO INC	00563153	SVP3037-05	YP2408 2004D MASTER CONTRACT	Electric Utility-Construction	13,963.92
2024-09-27	DALEO INC	00563332	SVP3058-01	YP2408 2004D MASTER CONTRACT	Electric Utility-Construction	1,150.00
				Total for Payment No.:		15,113.92

Payment No: 031107

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	GRAINGER-SAN JOSE	00564888	9253793476	SKULLERZ BY ERGODYNE Safety Gl	Electric Utility-Ops General	39.07
2024-10-18	GRAINGER-SAN JOSE	00564892	9253793450	SKULLERZ BY ERGODYNE Safety Gl	Electric Utility-Ops General	41.23
2024-10-18	GRAINGER-SAN JOSE	00564892	9253793450	SKULLERZ BY ERGODYNE Safety Gl	Electric Utility-Ops General	39.79
2024-10-18	GRAINGER-SAN JOSE	00564899	9255572191	SCREWDRIVER, 4IN STANDARD CUSH	Electric Utility-Ops General	102.86
2024-10-18	GRAINGER-SAN JOSE	00564899	9255572191	SCREWDRIVER, 4IN PHILLIPS #2 C	Electric Utility-Ops General	50.42
2024-10-18	GRAINGER-SAN JOSE	00564897	9259934348	LAMP, TELEPHONE, 24V, 0.032A T	Electric Utility-Ops General	197.85
2024-10-18	GRAINGER-SAN JOSE	00564899	9255572191	GLOVE, WORKMAN TYPE MEDIUM MEC	Electric Utility-Ops General	746.68
2024-10-18	GRAINGER-SAN JOSE	00564899	9255572191	UTILITY KNIFE WITH QUICK CHANG	Electric Utility-Ops General	64.23
2024-10-18	GRAINGER-SAN JOSE	00564899	9255572191	WRENCH, 12IN ADJUSTABLE KLEIN	Electric Utility-Ops General	951.61
2024-10-18	GRAINGER-SAN JOSE	00564901	9259260371	GLASSES, CLEAR LENS, BLACK FRA	Electric Utility-Ops General	125.97
2024-10-18	GRAINGER-SAN JOSE	00564905	9267304237	SOLVENT, CABLE CLEANER, AEROSO	Electric Utility-Ops General	3,168.33
2024-10-18	GRAINGER-SAN JOSE	00564906	9267237825	EXAM GLOVES,XL, POWDERLESS, MI	Electric Utility-Ops General	1,835.49
2024-10-18	GRAINGER-SAN JOSE	00564907	9262816672	RAGS, TERI-CLOTH, APPROX. 15IN	Electric Utility-Ops General	2,204.21

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	GRAINGER-SAN JOSE	00564908	9261252523	SEALANT, ADHESIVE, WHITE, 10.3	Electric Utility-Ops General	1,040.27
2024-10-18	GRAINGER-SAN JOSE	00564908	9261252523	EAR PLUGS Bell, 33 dB NRR,HONE	Electric Utility-Ops General	400.16
2024-10-18	GRAINGER-SAN JOSE	00564909	9267838945	HAMMER, 36 OZ. HEAD, FIBERGLAS	Electric Utility-Ops General	282.90
2024-10-18	GRAINGER-SAN JOSE	00564909	9267838945	WRENCH, TORQUE RATCHET, 1/2IN	Electric Utility-Ops General	478.27
2024-10-18	GRAINGER-SAN JOSE	00564909	9267838945	SCREWDRIVER, ROUND SHANK, STAN	Electric Utility-Ops General	39.15
2024-10-18	GRAINGER-SAN JOSE	00564909	9267838945	PLIERS, 6IN LONG NOSE. KLEIN #	Electric Utility-Ops General	176.74
2024-10-18	GRAINGER-SAN JOSE	00564909	9267838945	PLIERS, 8IN DIAGONAL CUTTING K	Electric Utility-Ops General	538.31
2024-10-18	GRAINGER-SAN JOSE	00564909	9267838945	WOOD RULE, 6FT FOLDING, INSIDE	Electric Utility-Ops General	109.02
2024-10-18	GRAINGER-SAN JOSE	00564909	9267838945	GLASSES, SMITH & WESSON ELITE	Electric Utility-Ops General	156.09
2024-10-18	GRAINGER-SAN JOSE	00564909	9267838945	TIE WIRE, 16 GAUGE BLACK, 4 LB	Electric Utility-Ops General	47.47
				Total for Payment No.:		12,836.12

Payment No: 722520

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	GENERAL PACIFIC INC	00563695	1500856	GENERAL PACIFIC PO# 30198	Electric Utility-Ops General	709.31
2024-10-18	GENERAL PACIFIC INC	00563696	1501048	CREDIT MEMO PO#30198	Electric Utility-Ops General	-709.31
2024-10-18	GENERAL PACIFIC INC	00564863	1502529	WIRE, BARE, AL, 397 MCM, 19 ST	Electric Utility-Ops General	14,130.53
				Total for Payment No.:		14,130.53

Payment No: 722258

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	ATLAS COPCO RENTAL	00564185	1421202-0015	ADDITIONAL RENTAL SERVICES (JA	Electric Utility-Ops General	14,000.74
				Total for Payment No.:		14,000.74

Payment No: 722111

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	ARTECHE USA	00563802	0073015572	Transformer , Extended Range C	Electric Utility-Ops General	14,000.00
				Total for Payment No.:		14,000.00

Payment No: 031129

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	POWER SYSTEMS OPERATIONS	00564725	1810	2407 VERA VALIDATION UPDATES	Electric Utility-Ops General	5,642.61
2024-10-18	POWER SYSTEMS OPERATIONS	00564726	1821	2408 VERA VALIDATION UPDATES	Electric Utility-Ops General	7,967.56
				Total for Payment No.:		13,610.17

Payment No: 722513

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	DELL MARKETING LP	00565055	10773647950	ENVIRONMENTAL FEE	Electric Utility-Ops Restrictd	5.00
2024-10-18	DELL MARKETING LP	00565055	10773647950	DELL LATITUDE 5550 NON TAXABLE	Electric Utility-Ops Restrictd	257.84
2024-10-18	DELL MARKETING LP	00565055	10773647950	DELL LATITUDE 5550 TAXABLE POR	Electric Utility-Ops Restrictd	1,341.31
2024-10-18	DELL MARKETING LP	00565054	10773647977	DELL LATITUDE 5550 TAXABLE PO	Electric Utility-Ops General	1,341.31
2024-10-18	DELL MARKETING LP	00565054	10773647977	DELL LATITUDE 5550 NON TAXABL	Electric Utility-Ops General	257.84
2024-10-18	DELL MARKETING LP	00565054	10773647977	ENVIRONMENTAL FEE	Electric Utility-Ops General	5.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	DELL MARKETING LP	00565049	10773647942	ENVIRONMENTAL FEE	Electric Utility-Ops General	5.00
2024-10-18	DELL MARKETING LP	00565050	10773445280	DELL LATITUDE 7330 RUGGED EX T	Electric Utility-Ops General	4,686.75
2024-10-18	DELL MARKETING LP	00565050	10773445280	DELL LATITUDE 7330 RUGGED EXN	Electric Utility-Ops General	285.16
2024-10-18	DELL MARKETING LP	00565049	10773647942	DELL LATITUDE 5550 TAXABLE POR	Electric Utility-Ops General	1,341.31
2024-10-18	DELL MARKETING LP	00565049	10773647942	DELL LATITUDE 5550NON NTAXABLE	Electric Utility-Ops General	257.84
2024-10-18	DELL MARKETING LP	00565051	10773647985	DELL LATITUDE 5550 TAXABLE	Electric Utility-Ops General	1,341.31
2024-10-18	DELL MARKETING LP	00565051	10773647985	DELL LATITUDE 5550NON NTAXABLE	Electric Utility-Ops General	257.84
2024-10-18	DELL MARKETING LP	00565051	10773647985	ENVIRONMENTAL FEE	Electric Utility-Ops General	5.00
2024-10-18	DELL MARKETING LP	00565050	10773445280	ENVIRONMENTAL FEE	Electric Utility-Ops General	8.00
2024-10-18	DELL MARKETING LP	00565052	10773647969	DELL LATITUDE 5550 TAXABLE POR	Electric Utility-Ops General	1,341.31
2024-10-18	DELL MARKETING LP	00565052	10773647969	DELL LATITUDE 5550 NON TAXABLE	Electric Utility-Ops General	257.84
2024-10-18	DELL MARKETING LP	00565052	10773647969	ENVIRONMENTAL FEE	Electric Utility-Ops General	5.00
				Total for Payment No.:		13,000.66

Payment No: 722422

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	NEW IMAGE LANDSCAPE COMPANY	00564329	148104	LNSCP MNTCE SVP AUGUST2024	Electric Utility-Ops General	12,934.17
				Total for Payment No.:		12,934.17

Payment No: 722143

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	GLOBAL RENTAL CO	00563551	30178927	2410 2019 FORD F550	Electric Utility-Ops General	2,962.74
2024-09-27	GLOBAL RENTAL CO	00563552	30180857	YP2410 2024 INTL MV607 RENTAL	Electric Utility-Ops General	4,365.00
2024-09-27	GLOBAL RENTAL CO	00563553	30179254	YP2409 2025 FRGHTLINER M2-106	Electric Utility-Ops General	4,801.50
				Total for Payment No.:		12,129.24

Payment No: 722287

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	HD SUPPLY	00563703	826336232	JANITORIAL SUPPLIES	Electric Utility-Ops General	166.14
				Total for Payment No.:		166.14

Payment No: 031139

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	SUNE W12DG-C LLC	00564722	BPINV021529	2409 ENERGY PURCH (SOLAR)	Electric Utility-Ops General	11,721.27
				Total for Payment No.:		11,721.27

Payment No: 031140

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	Silicon Valley Power	Electric Utility-Ops General	14.17
				Total for Payment No.:		14.17

Payment No: 722322

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	SOUMITRA DAN	00564144	2024-IQSG-001	LOW INCOM SOLAR RBT; 59757-04	Electric Utility-Ops Restrictd	11,250.00
				Total for Payment No.:		11,250.00

Payment No: 030888

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	DOCUMENT MANAGEMENT TECHNOLOGY	00563307	SVP16424	2407 CLEAN/BOOKMARK/ORGANIZING	Electric Utility-Ops General	10,825.00
				Total for Payment No.:		10,825.00

Payment No: 030919

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	ONESOURCE DISTRIBUTORS LLC	00563387	S007323255.010	FREIGHT CHARGE PO 28799	Electric Utility-Construction	30.26
2024-09-27	ONESOURCE DISTRIBUTORS LLC	00563821	S007604444.001	BUSHING INSERT, TERMINATION, 2	Electric Utility-Ops General	9,342.90
2024-09-27	ONESOURCE DISTRIBUTORS LLC	00563820	S007595072.002	CLAMP - TRUNNION - INSULATOR -	Electric Utility-Ops General	1,244.89
				Total for Payment No.:		10,618.05

Payment No: 031043

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	GRAINGER-SAN JOSE	00564640	9258488841	ITEM# 60YD76 FLUKE NETWORKS Ca	Electric Utility-Ops General	3,049.72
2024-10-11	GRAINGER-SAN JOSE	00564640	9258488841	ITEM# 54DV54 FLUKE NETWORKS Fi	Electric Utility-Ops General	2,023.07
2024-10-11	GRAINGER-SAN JOSE	00564735	9260201901	ITEM# # 832YE1 FLUKE NETWORKS	Electric Utility-Ops General	617.71
2024-10-11	GRAINGER-SAN JOSE	00564735	9260201901	ITEM# 832YE0 FLUKE NETWORKS Mu	Electric Utility-Ops General	598.59
2024-10-11	GRAINGER-SAN JOSE	00564735	9260201901	ITEM# 832YD8 - FLUKE NETWORK	Electric Utility-Ops General	617.71
2024-10-11	GRAINGER-SAN JOSE	00564735	9260201901	ITEM# 832YD7 FLUKE NETWORKS Mu	Electric Utility-Ops General	1,235.45
2024-10-11	GRAINGER-SAN JOSE	00564735	9260201901	ITEM# 832YD6 FLUKE NETWORKS Mu	Electric Utility-Ops General	598.59
				Total for Payment No.:		8,740.84

Payment No: 722237

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	PG&E	00563954	0008332729-6	YP2408 GRIZZ PROJ 15% COO	Electric Utility-Ops General	9,792.69
				Total for Payment No.:		9,792.69

Payment No: 030981

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	GE GRID SOLUTIONS, LLC	00564225	1723875	86400 LENTRONICS MULTIPLEXER P	Electric Utility-Construction	9,490.88
2024-10-04	GE GRID SOLUTIONS, LLC	00564225	1723875	FREIGHT	Electric Utility-Construction	150.00
				Total for Payment No.:		9,640.88

Payment No: 722121

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	CALIFORINA AIR RESOURCES BOARD	00563602	INVCOI24-3061	FY2425 AB32 CAL YR 2022 EMISSI	Electric Utility-Ops General	9,575.00
				Total for Payment No.:		9,575.00

Payment No: 030896

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	GRAINGER-SAN JOSE	00563807	9231967812	Self Dumping Hopper: Low Profi	Electric Utility-Construction	558.79
2024-09-27	GRAINGER-SAN JOSE	00563807	9231967812	SHIPPING	Electric Utility-Construction	149.00
2024-09-27	GRAINGER-SAN JOSE	00563809	9216088907	HAMMER, 36 OZ. HEAD, FIBERGLAS	Electric Utility-Ops General	283.55
2024-09-27	GRAINGER-SAN JOSE	00563809	9216088907	BOOTS, PVC KNEE STYLE, WITH ST	Electric Utility-Ops General	93.00
2024-09-27	GRAINGER-SAN JOSE	00563812	9237438818	RAGS, BLUE CREPED SONTARA, APP	Electric Utility-Ops General	1,202.56
2024-09-27	GRAINGER-SAN JOSE	00563813	9216380882	HARD HAT, BULLARD WIDE-RIM STY	Electric Utility-Ops General	769.73

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	GRAINGER-SAN JOSE	00563814	9237839718	SHACKLE, ANCHOR TYPE, DROP FOR	Electric Utility-Ops General	77.98
2024-09-27	GRAINGER-SAN JOSE	00563814	9237839718	GLOVE, WORKMAN TYPE. XL MECHAN	Electric Utility-Ops General	1,120.01
2024-09-27	GRAINGER-SAN JOSE	00563814	9237839718	SQWINCHER POWDER CONCENTRATE S	Electric Utility-Ops General	168.81
2024-09-27	GRAINGER-SAN JOSE	00563805	9235967321	RAGS, TERI-CLOTH, APPROX. 15IN	Electric Utility-Ops General	1,469.48
2024-09-27	GRAINGER-SAN JOSE	00563809	9216088907	GLOVE, LARGE GROUND WORKER, YO	Electric Utility-Ops General	2,848.42
				Total for Payment No.:		8,741.33

Payment No: 031038

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	DOCUMENT MANAGEMENT TECHNOLOGY	00564431	SVP16524	2408 CLEAN/BOOKMARK/ORGANIZING	Electric Utility-Ops General	8,635.00
				Total for Payment No.:		8,635.00

Payment No: 722228

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	PG&E	00562579	0008322593-8	YP2407 GRIZZLY COP NONTAXABLE	Electric Utility-Construction	8,211.46
				Total for Payment No.:		8,211.46

Payment No: 722515

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	ENERGY AND ENVIRONMENTAL ECONOMICS, INC.	00564720	E32159-012	2405 IRP CONSULTATION	Electric Utility-Ops General	3,145.50
2024-10-18	ENERGY AND ENVIRONMENTAL ECONOMICS, INC.	00564773	E32159-013	2409 IRP CONSULTATION	Electric Utility-Ops General	5,000.00
				Total for Payment No.:		8,145.50

Payment No: 722439

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	RTS RELIABILITY TESTING	00564737	185026	DVR POWER PLANT RELIABILITY/PD	Electric Utility-Ops General	7,924.00
				Total for Payment No.:		7,924.00

Payment No: 722541

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	REED & GRAHAM INC	00564990	092927	COLD MIX & BASE ROCK	Electric Utility-Construction	409.45
2024-10-18	REED & GRAHAM INC	00564993	089232	COLD MIX & BASE ROCK	Electric Utility-Construction	26.03
2024-10-18	REED & GRAHAM INC	00564994	091749	COLD MIX & BASE ROCK	Electric Utility-Construction	577.40
2024-10-18	REED & GRAHAM INC	00564996	088874	COLD MIX & BASE ROCK	Electric Utility-Construction	880.13
				Total for Payment No.:		1,893.01

Payment No: 722174

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	REXEL USA, INC.	00563534	S138804566.001	SUBSTATION PARTS S31B1002X3K1	Electric Utility-Construction	6,902.30
2024-09-27	REXEL USA, INC.	00563090	S137838772.001	CREDIT MEMO	Electric Utility-Ops General	-62.72
				Total for Payment No.:		6,839.58

Payment No: 722230

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	PG&E	00563654	0008329940-4	2409 COO 115KV NRS (TFA)	Electric Utility-Ops General	6,600.59
				Total for Payment No.:		6,600.59

Payment No: 722171

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	PASCOR ATLANTIC CORPORATION	00563822	a00006077216	1-PHASE REFURBISHMENT FOR 115K	Electric Utility-Ops General	4,123.17
2024-09-27	PASCOR ATLANTIC CORPORATION	00563822	a00006077216	Additional parts required afte	Electric Utility-Ops General	2,217.41
				Total for Payment No.:		6,340.58

Payment No: 031008

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	PURETEC INDUSTRIAL WATER	00563964	2107359	YP2309 SERVICE TRIP/INSTALL LA	Electric Utility-Ops General	195.00
2024-10-04	PURETEC INDUSTRIAL WATER	00563964	2107359	YP2309 LABOR/DELIVERY	Electric Utility-Ops General	75.00
2024-10-04	PURETEC INDUSTRIAL WATER	00563964	2107359	YP2309 INSTALL LABOR	Electric Utility-Ops General	243.75
2024-10-04	PURETEC INDUSTRIAL WATER	00563964	2107359	YP2309 14" S - SB ANION	Electric Utility-Ops General	145.54
2024-10-04	PURETEC INDUSTRIAL WATER	00563964	2107359	YP2309 14" M - MIXED BED	Electric Utility-Ops General	291.08
2024-10-04	PURETEC INDUSTRIAL WATER	00563964	2107359	YP2309 CMBF 1-20NN 20" 1MIC ME	Electric Utility-Ops General	56.70
2024-10-04	PURETEC INDUSTRIAL WATER	00563964	2107359	YP2309 INSTALL LABOR	Electric Utility-Ops General	195.00
2024-10-04	PURETEC INDUSTRIAL WATER	00563964	2107359	YP2309 FLOWMETER PVC 1" FNPT 3	Electric Utility-Ops General	441.43
2024-10-04	PURETEC INDUSTRIAL WATER	00563964	2107359	YP2309 INSTALL LABOR	Electric Utility-Ops General	487.50
2024-10-04	PURETEC INDUSTRIAL WATER	00563964	2107359	YP2309 INSTALL LABOR	Electric Utility-Ops General	195.00
2024-10-04	PURETEC INDUSTRIAL WATER	00563988	2069058	YP2304 14" M - MIXED BED	Electric Utility-Ops General	780.56
2024-10-04	PURETEC INDUSTRIAL WATER	00563989	2092626	YP2307 14" M - MIXED BED	Electric Utility-Ops General	291.08
2024-10-04	PURETEC INDUSTRIAL WATER	00563989	2092626	YP2307 14" M - MIXED BED	Electric Utility-Ops General	291.08

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	PURETEC INDUSTRIAL WATER	00563989	2092626	YP2307 LABOR/DELIVERY	Electric Utility-Ops General	75.00
2024-10-04	PURETEC INDUSTRIAL WATER	00563989	2092626	YP2307 14" M - MIXED BED	Electric Utility-Ops General	291.08
2024-10-04	PURETEC INDUSTRIAL WATER	00563989	2092626	YP2307 LABOR/DELIVERY	Electric Utility-Ops General	75.00
2024-10-04	PURETEC INDUSTRIAL WATER	00563989	2092626	YP2307 14" DI RENTAL - QUARTER	Electric Utility-Ops General	414.48
2024-10-04	PURETEC INDUSTRIAL WATER	00563991	2099128	YP2308 LABOR/INSTALL - SJ	Electric Utility-Ops General	292.50
2024-10-04	PURETEC INDUSTRIAL WATER	00564064	2115231	YP2310 INSTALL LABOR	Electric Utility-Ops General	243.75
2024-10-04	PURETEC INDUSTRIAL WATER	00564064	2115231	YP2310 INSTALL LABOR	Electric Utility-Ops General	390.00
2024-10-04	PURETEC INDUSTRIAL WATER	00564064	2115231	YP2310 INSTALL LABOR	Electric Utility-Ops General	195.00
2024-10-04	PURETEC INDUSTRIAL WATER	00564064	2115231	YP2310 14" DI RENTAL - QUARTER	Electric Utility-Ops General	414.48
2024-10-04	PURETEC INDUSTRIAL WATER	00564064	2115231	YP2310 14" DI RENTAL - QUARTER	Electric Utility-Ops General	207.24
				Total for Payment No.:		6,287.25

Payment No: 030922

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	PURETEC INDUSTRIAL WATER	00563538	2047529	YP2301 20" X 1 MIC FILTER	Electric Utility-Ops General	9.29
2024-09-27	PURETEC INDUSTRIAL WATER	00563538	2047529	YP2301 20" X 5 MIC FILTER	Electric Utility-Ops General	9.29
2024-09-27	PURETEC INDUSTRIAL WATER	00563538	2047529	YP2301 LABOR/INSTALL	Electric Utility-Ops General	97.50
2024-09-27	PURETEC INDUSTRIAL WATER	00563538	2047529	YP2301 14" DI RENTAL - QUARTER	Electric Utility-Ops General	414.48
2024-09-27	PURETEC INDUSTRIAL WATER	00563538	2047529	YP2301 14" DI RENTAL - QUARTER	Electric Utility-Ops General	207.24

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	PURETEC INDUSTRIAL WATER	00563544	2091456	YP2307 14" S - SB ANION	Electric Utility-Ops General	145.54
2024-09-27	PURETEC INDUSTRIAL WATER	00563544	2091456	YP2307 14" M - MIXED BED	Electric Utility-Ops General	291.08
2024-09-27	PURETEC INDUSTRIAL WATER	00563544	2091456	YP2307 LABOR/DELIVERY	Electric Utility-Ops General	75.00
2024-09-27	PURETEC INDUSTRIAL WATER	00563544	2091456	YP2307 LABOR/INSTALL - SJ	Electric Utility-Ops General	390.00
2024-09-27	PURETEC INDUSTRIAL WATER	00563544	2091456	YP2307 LABOR/INSTALL - SJ	Electric Utility-Ops General	243.75
2024-09-27	PURETEC INDUSTRIAL WATER	00563544	2091456	YP2307 LABOR/INSTALL - SJ	Electric Utility-Ops General	292.50
2024-09-27	PURETEC INDUSTRIAL WATER	00563544	2091456	YP2307 14" DI RENTAL - QUARTER	Electric Utility-Ops General	207.24
2024-09-27	PURETEC INDUSTRIAL WATER	00563544	2091456	YP2307 14" DI RENTAL - QUARTER	Electric Utility-Ops General	414.48
2024-09-27	PURETEC INDUSTRIAL WATER	00563537	2101203	YP2308 SERVICE TRIP/INSTALL LA	Electric Utility-Ops General	243.75
2024-09-27	PURETEC INDUSTRIAL WATER	00563538	2047529	YP2301 20" X 5 MIC FILTER	Electric Utility-Ops General	9.28
2024-09-27	PURETEC INDUSTRIAL WATER	00563538	2047529	YP2301 20" X 1 MIC FILTER	Electric Utility-Ops General	9.29
2024-09-27	PURETEC INDUSTRIAL WATER	00563538	2047529	YP2301 LABOR/INSTALL - SJ	Electric Utility-Ops General	195.00
2024-09-27	PURETEC INDUSTRIAL WATER	00563539	2083074	YP2306 LABOR/INSTALL - SJ	Electric Utility-Ops General	195.00
2024-09-27	PURETEC INDUSTRIAL WATER	00563539	2083074	YP2306 LABOR/INSTALL	Electric Utility-Ops General	195.00
2024-09-27	PURETEC INDUSTRIAL WATER	00563539	2083074	YP2306 LABOR/INSTALL - SJ	Electric Utility-Ops General	292.50
2024-09-27	PURETEC INDUSTRIAL WATER	00563539	2083074	YP2306 LABOR/INSTALL - SJ	Electric Utility-Ops General	243.75
2024-09-27	PURETEC INDUSTRIAL WATER	00563543	2085208	YP2306 LABOR/INSTALL - SJ	Electric Utility-Ops General	390.00
2024-09-27	PURETEC INDUSTRIAL WATER	00563536	2101286	YP2308 INSTALL LABOR	Electric Utility-Ops	438.75

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					General	
2024-09-27	PURETEC INDUSTRIAL WATER	00563536	2101286	YP2308 CMBF 1-20NN 20" 1MIC ME	Electric Utility-Ops General	56.70
2024-09-27	PURETEC INDUSTRIAL WATER	00563536	2101286	YP2308 LABOR/INSTALL - SJ	Electric Utility-Ops General	438.75
2024-09-27	PURETEC INDUSTRIAL WATER	00563536	2101286	YP2308 INSTALL LABOR	Electric Utility-Ops General	243.75
				Total for Payment No.:		5,748.91

Payment No: 031128

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	PENINSULA BUILDING MATERIALS	00564750	217389	SUPPLIES-NURSERY PROJ	Electric Utility-Construction	5,674.50
				Total for Payment No.:		5,674.50

Payment No: 031042

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	GRAINGER	00564451	9261604616	YP2409 810VE7 FLASH TIE BACK,	Electric Utility-Ops General	4,183.63
2024-10-11	GRAINGER	00564452	9261587662	YP2409 2EHF3 SPORTS DRINK MIX,	Electric Utility-Ops General	44.96
2024-10-11	GRAINGER	00564453	9259260363	YP2409 16V461 ARC FLASH BODY H	Electric Utility-Ops General	1,051.76
				Total for Payment No.:		5,280.35

Payment No: 722508

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	CRESCO EQUIPMENT RENTALS	00565135	6140782-0001	CHANGE ORDER: EXTENDED TERM FO	Electric Utility-Ops General	436.50
2024-10-18	CRESCO EQUIPMENT RENTALS	00565137	6146026-0002	CHANGE ORDER: EXTENDED TERM FO	Electric Utility-Ops General	2,135.58
2024-10-18	CRESCO EQUIPMENT RENTALS	00565138	6146026-0003	CHANGE ORDER: EXTENDED	Electric Utility-Ops	180.06

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				TERM FO	General	
2024-10-18	CRESCO EQUIPMENT RENTALS	00565139	6146026-0001	CHANGE ORDER: EXTENDED TERM FO	Electric Utility-Ops General	2,315.63
				Total for Payment No.:		5,067.77

Payment No: 722133

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	DELL MARKETING LP	00564006	10771434704	OPTIPLEX SMALL FORM FACTOR (PL	Electric Utility-Ops General	4,313.66
2024-09-27	DELL MARKETING LP	00564005	10772040817	POWER AUTOMATE PREMIUM GCC SUB	Electric Utility-Ops General	420.48
2024-09-27	DELL MARKETING LP	00564006	10771434704	NON TAXABLE AMOUNT	Electric Utility-Ops General	178.05
				Total for Payment No.:		4,912.19

Payment No: 722276

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	DELL MARKETING LP	00564263	10770719715	M365 G3 UNIFIED FUSL GCC SUB P	Electric Utility-Ops General	4,882.50
				Total for Payment No.:		4,882.50

Payment No: 722199

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	UNIVAR SOLUTIONS USA INC	00563485	52410561	YP2409 SOD HYPO 12.5% LIQUICHL	Electric Utility-Ops General	1,507.29
2024-09-27	UNIVAR SOLUTIONS USA INC	00563485	52410561	YP2409 CALIFORNIA MILL FEE	Electric Utility-Ops General	38.06
2024-09-27	UNIVAR SOLUTIONS USA INC	00563487	52394558	YP2409 SOD HYPO 12.5% LIQUICHL	Electric Utility-Ops General	2,713.12
2024-09-27	UNIVAR SOLUTIONS USA INC	00563487	52394558	YP2409 CALIFORNIA MILL FEE	Electric Utility-Ops General	68.51
2024-09-27	UNIVAR SOLUTIONS USA INC	00563489	52394557	YP2409 SOD BISULFITE 25%	Electric Utility-Ops	503.34

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				MNBUL	General	
				Total for Payment No.:		4,830.32

Payment No: 722521

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	GLOBAL RENTAL CO	00564772	30189272	YP2410 2025 FRGHTLINER M2-106	Electric Utility-Ops General	4,801.50
				Total for Payment No.:		4,801.50

Payment No: 722380

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	ADVANCED CHEMICAL TRANSPORT	00564067	571586A	2406 HAZ WSTE REMOVAL 6/12	Electric Utility-Ops General	2,801.12
2024-10-11	ADVANCED CHEMICAL TRANSPORT	00564069	572715A	2406 HAZ WSTE REMOVAL 6/19	Electric Utility-Ops General	1,977.92
				Total for Payment No.:		4,779.04

Payment No: 722461

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	UNIVAR SOLUTIONS USA INC	00564454	52451847	YP2409 SOD HYPO 12.5% LIQUICHL	Electric Utility-Ops General	2,216.60
2024-10-11	UNIVAR SOLUTIONS USA INC	00564454	52451847	YP2409 CALIFORNIA MILL FEE	Electric Utility-Ops General	55.97
2024-10-11	UNIVAR SOLUTIONS USA INC	00564455	52457437	YP2409 SOD HYPO 12.5% LIQUICHL	Electric Utility-Ops General	2,262.70
2024-10-11	UNIVAR SOLUTIONS USA INC	00564455	52457437	YP2409 CALIFORNIA MILL FEE	Electric Utility-Ops General	57.14
				Total for Payment No.:		4,592.41

Payment No: 722567

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	ZHIYUN ZHANG	00564678	3328804	ELEC PUMP WTR HEATER; 52727-05	Electric Utility-Ops Restrictd	2,000.00
2024-10-18	ZHIYUN ZHANG	00564678	3328804	ELEC PANEL UPGRADE/PREWIRING	Electric Utility-Ops Restrictd	2,500.00
				Total for Payment No.:		4,500.00

Payment No: 722310

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	PESTMASTER SERVICES L.P.	00563728	448651	SVP DUANE	Electric Utility-Ops General	61.54
2024-10-04	PESTMASTER SERVICES L.P.	00563728	448651	SVP ROBERTS	Electric Utility-Ops General	61.54
2024-10-04	PESTMASTER SERVICES L.P.	00563728	448651	SVP MARTIN	Electric Utility-Ops General	61.54
				Total for Payment No.:		184.62

Payment No: 030906

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	JAVELCO EQUIPMENT SVC INC	00563238	61800	PARTS - M160A	Electric Utility-Ops General	3,198.24
				Total for Payment No.:		3,198.24

Payment No: 722399

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	GLOBAL RENTAL CO	00564385	30184281	YP2410 2020 FRGHTLINER M2-106	Electric Utility-Ops General	4,146.75
				Total for Payment No.:		4,146.75

Payment No: 031048

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	ICE US OTC COMMODITY MARKETS LLC	00564433	0924000868088	2409 ENERGY BROKER COMMISSION	Electric Utility-Ops General	4,143.11

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		4,143.11

Payment No: 030878

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	BSI AMERICA PROFESSIONAL	00563305	97871	2406 EH&S CONSULTING&TRAINING	Electric Utility-Ops General	4,142.40
				Total for Payment No.:		4,142.40

Payment No: 722511

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	DEEPIKA DAVANGERE	00564674	3346693	ELEC PUMP WTR HEATER; 15577-05	Electric Utility-Ops Restrictd	2,500.00
2024-10-18	DEEPIKA DAVANGERE	00564674	3346693	ELEC PANEL UPGRADE; 15577-05	Electric Utility-Ops Restrictd	1,500.00
				Total for Payment No.:		4,000.00

Payment No: 722544

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	SALVADOR CHAVEZ	00564676	3415512	ELEC PUMP WTR HEATER; 47524-01	Electric Utility-Ops Restrictd	2,500.00
2024-10-18	SALVADOR CHAVEZ	00564676	3415512	ELEC PANEL UPGRADE; 47524-01	Electric Utility-Ops Restrictd	1,500.00
				Total for Payment No.:		4,000.00

Payment No: 031060

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	[redacted]	00564471	435520	LEGAL SERVICES	[redacted]	[redacted]
2024-10-11	[redacted]PLC	00564473	435521	LEGAL SERVICES	[redacted]	[redacted]
				Total for Payment No.:		3,822.00

Payment No: 030965

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	APPLE INC	00563640	MB07947688	RECYCLE FEE	Electric Utility-Ops General	4.00
2024-10-04	APPLE INC	00563640	MB07947688	IPAD PRO 13 WF CL 512GB SP BLK	Electric Utility-Ops General	1,744.91
2024-10-04	APPLE INC	00563640	MB07947688	IPAD MAGIC KEYBOARD 13 BLACK-U	Electric Utility-Ops General	359.02
2024-10-04	APPLE INC	00563640	MB07947688	AC+ IPAD PRO 13-INCH (M4)-PHX	Electric Utility-Ops General	149.00
2024-10-04	APPLE INC	00563640	MB07947688	APPLE PENCIL PRO-AME	Electric Utility-Ops General	129.86
2024-10-04	APPLE INC	00563639	MB07924972	RECYCLE FEE	Electric Utility-Ops General	4.00
2024-10-04	APPLE INC	00563639	MB07924972	AC+ IPAD PRO 11-INCH (M4)-PHX	Electric Utility-Ops General	129.00
2024-10-04	APPLE INC	00563639	MB07924972	IPAD PRO 11 WF CL 256GB SP BLK	Electric Utility-Ops General	1,199.28
				Total for Payment No.:		3,719.07

Payment No: 722377

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	PG&E	00564448	9644211793-1 SEP2024	YP2409 ELEC SVC GRIZZ PWRHOUSE	Electric Utility-Ops General	3,716.73
				Total for Payment No.:		3,716.73

Payment No: 722256

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	AT&T CALNET	00563647	000022230694	2408 BAN: 9391062315	Electric Utility-Ops General	1,082.40
				Total for Payment No.:		1,082.40

Payment No: 722267

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	BURNS & MCDONNELL WESTERN	00564269	164966-5	CHANGE ORDER 2 ADDITIONAL FABR	Electric Utility-Ops General	3,662.50
				Total for Payment No.:		3,662.50

Payment No: 031104

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	FASTENAL CO	00564860	CASAJ110778	PAINT, MARKING, FLOURESCENT OR	Electric Utility-Ops General	16.41
2024-10-18	FASTENAL CO	00564861	CASAJ110775	CABLE TIE, 20IN LG X .50IN WID	Electric Utility-Ops General	3,062.50
				Total for Payment No.:		3,078.91

Payment No: 722231

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	PG&E	00563655	0008329941-2	2409 COO NONRULE 2 LES/230K	Electric Utility-Ops General	3,231.16
				Total for Payment No.:		3,231.16

Payment No: 722510

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	DALJIT CHAHAL	00564673	3385925	ELEC PUMP WTR HEATER; 23829-02	Electric Utility-Ops Restrictd	3,000.00
				Total for Payment No.:		3,000.00

Payment No: 722528

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	KENNY TO	00564679	3401624	ELEC PUMP WTR HEATER; 39299-03	Electric Utility-Ops Restrictd	3,000.00
				Total for Payment No.:		3,000.00

Payment No: 722423

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	NOR-CAL OVERHEAD INC	00564628	36198539	MATERIALS: WRAP AROUND 5" EDGE	Electric Utility-Ops General	571.16
2024-10-11	NOR-CAL OVERHEAD INC	00564628	36198539	MATERIALS: 9VOLT BATTERIES	Electric Utility-Ops General	87.26
2024-10-11	NOR-CAL OVERHEAD INC	00564628	36198539	1705 MARTIN AVE EMPLOYEE GATE	Electric Utility-Ops General	135.00
2024-10-11	NOR-CAL OVERHEAD INC	00564628	36198539	1705 MARTIN AVE EMPLOYEE GATE	Electric Utility-Ops General	195.00
2024-10-11	NOR-CAL OVERHEAD INC	00564628	36198539	LABOR TO REPLACE SAFETY EDGES	Electric Utility-Ops General	1,560.00
				Total for Payment No.:		2,548.42

Payment No: 722430

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	PRN INTERMEDIATE HOLDCO, INC	00564699	091124ARSG	ERGONOMIC EVAL 11/13/24	Electric Utility-Ops Restrictd	300.00
2024-10-11	PRN INTERMEDIATE HOLDCO, INC	00564701	091124ATK2	ERGONOMIC EVAL 5/29/24	Electric Utility-Ops General	300.00
2024-10-11	PRN INTERMEDIATE HOLDCO, INC	00564696	0801249PKP	ERGONOMIC EVAL 9/21/23	Electric Utility-Ops General	300.00
2024-10-11	PRN INTERMEDIATE HOLDCO, INC	00564698	091124ARKI	ERGONOMIC EVAL 10/06/23	Electric Utility-Ops General	300.00
				Total for Payment No.:		1,200.00

Payment No: 722373

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	PG&E	00564444	3345487577-5 SEP2024	YP2309 ELEC SVC STONY CRK SYS	Electric Utility-Ops General	80.39
2024-10-11	PG&E	00564444	3345487577-5 SEP2024	YP2309 ELEC SVC STONY CRK SYS	Electric Utility-Ops General	1,964.26
2024-10-11	PG&E	00564444	3345487577-5 SEP2024	YP2309 ELEC SVC STONY CRK SYS	Electric Utility-Ops General	421.93
2024-10-11	PG&E	00564444	3345487577-5 SEP2024	YP2309 ELEC SVC STONY CRK SYS	Electric Utility-Ops General	145.01

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		2,611.59

Payment No: 031136

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	STAPLES ADVANTAGE	00565122	7002215791-ELECRES	OFFICE SUPPLIES	Electric Utility-Ops General	196.03
2024-10-18	STAPLES ADVANTAGE	00565123	7002215791-ELECYARD	OFFICE SUPPLIES	Electric Utility-Ops General	81.76
				Total for Payment No.:		277.79

Payment No: 030966

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	ASPEN ENVIRONMENTAL GROUP	00564267	3513.005-02	ASSIST SVP STAFF WITH ELECTRIC	Electric Utility-Ops General	2,472.00
				Total for Payment No.:		2,472.00

Payment No: 030972

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	CINTAS CORP #630	00563666	4196745849	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	672.86
2024-10-04	CINTAS CORP #630	00563667	4195322071	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	672.86
2024-10-04	CINTAS CORP #630	00563668	4196026749	LAUNDRY SERVICES FOR SVP UNIFO	Electric Utility-Ops General	672.86
				Total for Payment No.:		2,018.58

Payment No: 722105

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	CA DEPT OF TAX & FEE ADMIN	00563586	20170SEP2024	2024 HAZ WASTE GEN&HANDLNG FEE	Electric Utility-Ops General	2,344.29
				Total for Payment No.:		2,344.29

Payment No: 030895

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	GRAINGER	00563497	9240957911	YP2409 39Y610 ARC FLASH BODY H	Electric Utility-Ops General	731.66
2024-09-27	GRAINGER	00563497	9240957911	YP2409 39Y612 ARC FLASH BODY H	Electric Utility-Ops General	731.66
2024-09-27	GRAINGER	00563497	9240957911	YP2409 39Y613 ARC FLASH BODY H	Electric Utility-Ops General	757.17
2024-09-27	GRAINGER	00563498	9240269457	YP2409 3ARE2 REPLACEMENT EYE W	Electric Utility-Ops General	26.97
2024-09-27	GRAINGER	00563499	9219747095	YP2409 384TU7 NANO-LOK TIE-BAC	Electric Utility-Ops General	-724.94
2024-09-27	GRAINGER	00563500	9232067182	YP2408 384TU7 NANO-LOK TIE-BAC	Electric Utility-Ops General	724.94
2024-09-27	GRAINGER	00563501	9237226718	YP2409 384TU7 NANO-LOK TIE-BAC	Electric Utility-Ops General	-724.94
2024-09-27	GRAINGER	00563503	9232067190	YP2408 384TU7 NANO-LOK TIE-BAC	Electric Utility-Ops General	724.94
				Total for Payment No.:		2,247.46

Payment No: 722340

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	UNIVAR SOLUTIONS USA INC	00563916	52429076	YP2409 CAUSTIC SODA 30% MNBULK	Electric Utility-Ops General	515.29
2024-10-04	UNIVAR SOLUTIONS USA INC	00563998	52432596	YP2409 SOD HYPO 12.5% LIQUICHL	Electric Utility-Ops General	1,645.61
2024-10-04	UNIVAR SOLUTIONS USA INC	00563998	52432596	YP2409 CALIFORNIA MILL FEE	Electric Utility-Ops General	41.55
				Total for Payment No.:		2,202.45

Payment No: 030994

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	KOFFLER	00564188	0106333-IN	LABOR FOR GE MOTOR OVERHAUL 12	Electric Utility-Ops General	1,920.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	KOFFLER	00564188	0106333-IN	MATERIALS	Electric Utility-Ops General	207.34
				Total for Payment No.:		2,127.34

Payment No: 722305

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	NINYO & MOORE GEOTECHNICAL	00564265	292483	GEOTECHNICAL OBSERVATION AND C	Electric Utility-Construction	2,074.00
				Total for Payment No.:		2,074.00

Payment No: 722250

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	ALLISON DELUSQUE	00564134	3344735	EV CHRGR REBATE; ACT 29755	Electric Utility-Ops Restrictd	550.00
2024-10-04	ALLISON DELUSQUE	00564134	3344735	ELE SRV PANEL REBATE	Electric Utility-Ops Restrictd	1,500.00
				Total for Payment No.:		2,050.00

Payment No: 722500

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	BRENDA HUANG	00564672	3392755	ELEC PUMP WTR HEATER;49727-02	Electric Utility-Ops Restrictd	2,000.00
				Total for Payment No.:		2,000.00

Payment No: 722550

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	SHIRLEY FOREMAN	00564677	3417967	ELEC PUMP WTR HEATER; 54125-06	Electric Utility-Ops Restrictd	2,000.00
				Total for Payment No.:		2,000.00

Payment No: 722523

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	HORNG-MING CHEN	00564675	3348346	ELEC PUMP WTR HEATER; 59901-01	Electric Utility-Ops Restrictd	2,000.00
				Total for Payment No.:		2,000.00

Payment No: 031086

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	AIRGAS USA, LLC	00564477	5511442640	YP2409 RENT CYL IND LG ACETYLN	Electric Utility-Ops General	54.30
2024-10-18	AIRGAS USA, LLC	00564477	5511442640	YP2409 RENT CYL IND LG OXYGEN	Electric Utility-Ops General	46.50
2024-10-18	AIRGAS USA, LLC	00564477	5511442640	YP2409 RENT CYL IND SM ACETYLN	Electric Utility-Ops General	108.60
2024-10-18	AIRGAS USA, LLC	00564477	5511442640	YP2409 RENT CYL IND SM OXYGEN	Electric Utility-Ops General	85.20
2024-10-18	AIRGAS USA, LLC	00564477	5511442640	YP2409 RENT CYL ALM LG EPA MIX	Electric Utility-Ops General	1,509.60
2024-10-18	AIRGAS USA, LLC	00564477	5511442640	YP2409 RENT CYL SPEC LG OTHER	Electric Utility-Ops General	171.00
2024-10-18	AIRGAS USA, LLC	00564477	5511442640	YP2409 HAZMAT	Electric Utility-Ops General	22.52
				Total for Payment No.:		1,997.72

Payment No: 722376

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	PG&E	00564447	5918427025-0 SEP2024	YP2409 ELEC SVC BLK BUTTE HYD	Electric Utility-Ops General	1,875.25
				Total for Payment No.:		1,875.25

Payment No: 722418

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	MONTROSE AIR QUALITY SERVICES,	00564641	CINV-317470	DVR ANNUAL SOURCE AND RELATIVE	Electric Utility-Ops General	1,732.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		1,732.00

Payment No: 722245

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	ADVANCED CHEMICAL TRANSPORT	00564026	530938	2311 HAZ WSTE REMOVAL 11/15TAX	Electric Utility-Ops General	125.48
2024-10-04	ADVANCED CHEMICAL TRANSPORT	00564026	530938	2311 HAZ WSTE REMOVAL 11/15	Electric Utility-Ops General	1,088.40
2024-10-04	ADVANCED CHEMICAL TRANSPORT	00564063	548060	2402 HAZ WSTE REMOVAL 2/26	Electric Utility-Ops General	433.82
2024-10-04	ADVANCED CHEMICAL TRANSPORT	00564063	548060	2402 HAZ WSTE REMOVAL 2/6 TAX	Electric Utility-Ops General	60.02
				Total for Payment No.:		1,707.72

Payment No: 030970

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	[redacted]	00563648	11173 (d)	2407 LEGAL SERVICES [redacted]	[redacted]	[redacted]
2024-10-04	[redacted]	00563649	11167	2407 LEGAL SERVICES	[redacted]	[redacted]
				Total for Payment No.:		1,648.25

Payment No: 722341

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	VERIZON WIRELESS	00563663	9973401155	2408 M2M CHARGES	Electric Utility-Ops General	1,477.18
				Total for Payment No.:		1,477.18

Payment No: 031016

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	THERMAL MECHANICAL INC	00564166	90849	UTILITY YARD 1705 MARTIN	Electric Utility-Ops General	715.13

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		715.13

Payment No: 031148

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	WILLIAMS SCOTSMAN INC	00564577	9022025278	YP2410 PERSONAL PROPERTY EXP	Electric Utility-Street Lights	23.59
2024-10-18	WILLIAMS SCOTSMAN INC	00564577	9022025278	YP2410 LOCK RENTAL	Electric Utility-Street Lights	47.97
2024-10-18	WILLIAMS SCOTSMAN INC	00562998	9021797969	YP2409 40X8 CONTAINER RENT	Electric Utility-Street Lights	589.87
2024-10-18	WILLIAMS SCOTSMAN INC	00562998	9021797969	YP2409 PERSONAL PROPERTY EXP	Electric Utility-Street Lights	23.59
2024-10-18	WILLIAMS SCOTSMAN INC	00562998	9021797969	YP2409 LOCK RENTAL	Electric Utility-Street Lights	47.97
2024-10-18	WILLIAMS SCOTSMAN INC	00564577	9022025278	YP2410 40X8 CONTAINER RENT	Electric Utility-Street Lights	589.87
				Total for Payment No.:		1,322.86

Payment No: 722262

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	[redacted]	00564176	185701	LEGAL SERVICES - [redacted]	[redacted]	[redacted]
				Total for Payment No.:		1,281.22

Payment No: 030960

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	AIRGAS USA, LLC	00563912	9153775990	YP2409 FUEL CHARGE FLAT	Electric Utility-Ops General	13.86
2024-10-04	AIRGAS USA, LLC	00563912	9153775990	YP2409 AIRGAS HAZMAT CHARGE	Electric Utility-Ops General	21.34
2024-10-04	AIRGAS USA, LLC	00563912	9153775990	YP2409 EP 90PPM NC/90PPM CM/NI	Electric Utility-Ops General	488.52

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	AIRGAS USA, LLC	00563912	9153775990	YP2409 ENERGY CHARGE	Electric Utility-Ops General	2.18
2024-10-04	AIRGAS USA, LLC	00563912	9153775990	YP2409 DELIVERY FLAT FEE	Electric Utility-Ops General	106.76
2024-10-04	AIRGAS USA, LLC	00563911	9153909484	YP2409 EP 90PPM NC/90PPM CM/NI	Electric Utility-Ops General	488.52
2024-10-04	AIRGAS USA, LLC	00563911	9153909484	YP2409 ENERGY CHARGE	Electric Utility-Ops General	2.18
2024-10-04	AIRGAS USA, LLC	00563911	9153909484	YP2409 DELIVERY FLAT FEE	Electric Utility-Ops General	106.76
2024-10-04	AIRGAS USA, LLC	00563911	9153909484	YP2409 FUEL CHARGE FLAT	Electric Utility-Ops General	13.86
2024-10-04	AIRGAS USA, LLC	00563911	9153909484	YP2409 AIRGAS HAZMAT CHARGE	Electric Utility-Ops General	21.34
				Total for Payment No.:		1,265.32

Payment No: 722431

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	QTS TRS CMBS, LLC	00564274	207777	YP2409 RACK: 2 POST	Electric Utility-Ops General	160.00
2024-10-11	QTS TRS CMBS, LLC	00564274	207777	YP2409 CARRIER:CONDUIT INRDUCT	Electric Utility-Ops General	1,070.00
				Total for Payment No.:		1,230.00

Payment No: 722266

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	BUDDERFLY, INC	00564212	R25-FSR-0019	FOOD SRV REBATE; ACT 63686-03	Electric Utility-Ops Restrictd	1,200.00
				Total for Payment No.:		1,200.00

Payment No: 722534

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	NORTHWEST ENERGY EFFICIENCY COUNCIL	00564681	11953	24 BLD OP CERT BARBA SPONSOR	Electric Utility-Ops Restrictd	1,195.00
				Total for Payment No.:		1,195.00

Payment No: 031106

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	GRAINGER	00564475	9258551994	YP2409 16V462 ARC FLASH BODY H	Electric Utility-Ops General	1,051.76
2024-10-18	GRAINGER	00564508	9263192354	YP2409 786J66 ALLOY STEEL ROUN	Electric Utility-Ops General	142.87
				Total for Payment No.:		1,194.63

Payment No: 722375

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	PG&E	00564446	1543429391-4 SEP2024A	YP2409 ELEC SVC STONY GORGE	Electric Utility-Ops General	1,125.29
				Total for Payment No.:		1,125.29

Payment No: 722320

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	SANTA CLARA LIGHTING, INC.	00563732	32882	ELECTRIC	Electric Utility-Ops General	109.67
				Total for Payment No.:		109.67

Payment No: 031092

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	BSI AMERICA PROFESSIONAL	00564744	98482	2407 EH&S CONSULTING&TRAINING	Electric Utility-Ops General	857.00
				Total for Payment No.:		857.00

Payment No: 030989

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	INSTAMATION SYSTEMS, INC.	00564186	106707	REDTAG PRO, ANNUAL SOFTWARE SU	Electric Utility-Ops General	750.00
				Total for Payment No.:		750.00

Payment No: 031101

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	DATABANK HOLDINGS LTD	00564511	278074	YP2410 5101 LAFAYETTE ST	Electric Utility-Ops General	711.41
				Total for Payment No.:		711.41

Payment No: 031069

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	ONESOURCE DISTRIBUTORS LLC	00564388	S007200444.009	FAULT INDICATOR	Electric Utility-Ops General	710.47
				Total for Payment No.:		710.47

Payment No: 722284

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	GLENN COUNTY AIR POLLUTION	00563913	IN0353536	YP2409 HMBP BASE FEE	Electric Utility-Ops General	170.45
2024-10-04	GLENN COUNTY AIR POLLUTION	00563913	IN0353536	YP2409 HWG GENERATE <100KG/MO	Electric Utility-Ops General	117.50
2024-10-04	GLENN COUNTY AIR POLLUTION	00563913	IN0353536	YP2409 HMBP MATERIALS FEE	Electric Utility-Ops General	20.00
2024-10-04	GLENN COUNTY AIR POLLUTION	00563913	IN0353536	YP2409 STATE SURCHARGE OVRSITE	Electric Utility-Ops General	94.00
2024-10-04	GLENN COUNTY AIR POLLUTION	00563914	IN0353495	YP2409 HMBP BASE FEE	Electric Utility-Ops General	170.45
2024-10-04	GLENN COUNTY AIR POLLUTION	00563914	IN0353495	YP2409 HMBP MATERIALS FEE	Electric Utility-Ops General	10.00
2024-10-04	GLENN COUNTY AIR POLLUTION	00563914	IN0353495	YP2409 STATE SURCHARGE OVRSITE	Electric Utility-Ops General	94.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		676.40

Payment No: 030889

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	FASTENAL CO	00563800	CASAJ110372	HAZMAT SPILL KIT, COMPLETE PIG	Electric Utility-Ops General	656.25
				Total for Payment No.:		656.25

Payment No: 030871

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	AIRGAS USA, LLC	00563477	9153688667	YP2409 AIRGAS HAZMAT CHARGE	Electric Utility-Ops General	21.34
2024-09-27	AIRGAS USA, LLC	00563477	9153688667	YP2409 FUEL CHARGE FLAT	Electric Utility-Ops General	13.86
2024-09-27	AIRGAS USA, LLC	00563477	9153688667	YP2409 EP 9PPM CM/9PPM NC/NI	Electric Utility-Ops General	476.91
2024-09-27	AIRGAS USA, LLC	00563477	9153688667	YP2409 ENERGY CHARGE	Electric Utility-Ops General	2.18
2024-09-27	AIRGAS USA, LLC	00563477	9153688667	YP2409 DELIVERY FLAT FEE	Electric Utility-Ops General	106.76
				Total for Payment No.:		621.05

Payment No: 722331

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	TJH2B ANALYTICAL SERVICES	00564050	INV2535	JULIETTE & FAIRVIEW ANALYSIS	Electric Utility-Ops General	590.00
				Total for Payment No.:		590.00

Payment No: 722301

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	MINGMIN WANG	00564140	3334541	EV CHRGR REBATE; ACT 38358-07	Electric Utility-Ops Restrictd	550.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		550.00

Payment No: 722282

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	FRANCESCA SIMONE	00564138	3349068	EV CHRGR REBATE; ACT 49395-06	Electric Utility-Ops Restrictd	550.00
				Total for Payment No.:		550.00

Payment No: 722293

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	JIAJUN LIU	00564139	3330851	EV CHRGR REBATE; ACT 73503-03	Electric Utility-Ops Restrictd	550.00
				Total for Payment No.:		550.00

Payment No: 722303

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	NAMRATA JOGLEKAR	00564141	3335135	EV CHRGR REBATE; ACT 47945-15	Electric Utility-Ops Restrictd	550.00
				Total for Payment No.:		550.00

Payment No: 722271

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	CRAIG SATO	00564136	3343205	EV CHRGR REBATE; ACT 25628-01	Electric Utility-Ops Restrictd	550.00
				Total for Payment No.:		550.00

Payment No: 722277

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	DMITRIY PANASUYK	00564137	3352326	EV CHRGR REBATE; ACT 59649-04	Electric Utility-Ops Restrictd	545.67
				Total for Payment No.:		545.67

Payment No: 722169

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	NINYO & MOORE GEOTECHNICAL	00563875	291402	GEOTECHNICAL OBSERVATION, MATE	Electric Utility-Construction	515.50
				Total for Payment No.:		515.50

Payment No: 722389

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	CENTRAL COLO, LLC	00564386	CB4273-CI14530	YP2411 FBR PATHWY INNRDUCTS	Electric Utility-Ops General	500.00
				Total for Payment No.:		500.00

Payment No: 722408

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	INNOVASAFE INC	00564065	328632	RNWL SFTWR ESCROW AGR SEP24-25	Electric Utility-Construction	500.00
				Total for Payment No.:		500.00

Payment No: 030958

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	SANTA CLARA VALLEY WATER	00564027	34365-5	ARIEL EASEMENT SAN TOMAS SUB	Electric Utility-Construction	464.62
				Total for Payment No.:		464.62

Payment No: 722313

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	[redacted]	00564178	13232	LEGAL SERVICES	[redacted]	[redacted]
				Total for Payment No.:		440.00

Payment No: 031081

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	VANTAGE DATA CENTERS 6, LLC	00564262	005265	YP2411 CARRIER ACCESS 2897 NW	Electric Utility-Ops General	437.09
				Total for Payment No.:		437.09

Payment No: 722239

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	PG&E	00564010	3847680626-0 SEP2024	YP2409 ELEC SVC GRIZZLY INTAKE	Electric Utility-Ops General	436.43
				Total for Payment No.:		436.43

Payment No: 031082

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	VANTAGE DATA CENTERS 7, LLC	00564268	005269	YP2411 CARRIER ACCESS(MODULE1)	Electric Utility-Ops General	424.36
				Total for Payment No.:		424.36

Payment No: 722312

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	POWER MARKET CONSULTING INC	00563664	869	2408 OASISLIVE SUPPORT	Electric Utility-Ops General	420.00
				Total for Payment No.:		420.00

Payment No: 030894

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	GMES LLC	00563558	7188088	YP2408 495-48-22-8170 PARACHUT	Electric Utility-Ops General	53.47
2024-09-27	GMES LLC	00563558	7188088	YP2408 495-48-22-9212 LINEMAN	Electric Utility-Ops General	180.88
2024-09-27	GMES LLC	00563558	7188088	YP2408 SAL-1520010GAH BRUSH WI	Electric Utility-Ops General	117.87
2024-09-27	GMES LLC	00563558	7188088	YP2408 495-48-22-1924 MILWAUKE	Electric Utility-Ops General	63.84

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		416.06

Payment No: 722135

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	EDUCATION & OUTREACH COMPANY	00563680	24-1194	YP2409 SPARKY COLOR BOOK SPAN	Electric Utility-Ops Restrictd	197.90
2024-09-27	EDUCATION & OUTREACH COMPANY	00563680	24-1194	YP2409 LUKE/LILLY SPAN	Electric Utility-Ops Restrictd	209.68
				Total for Payment No.:		407.58

Payment No: 722255

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	APPALA UPPALAPATI	00564135	2289579	EV CHRGER REBATE; ACT 54679-04	Electric Utility-Ops Restrictd	400.00
				Total for Payment No.:		400.00

Payment No: 722319

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	SANDEEP ISRANI	00564143	3355841	EV CHRGER REBATE; 52991-03	Electric Utility-Ops Restrictd	399.00
				Total for Payment No.:		399.00

Payment No: 722314

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	RICK TACHIBANA	00564142	3269985	EV CHRGR REBATE; ACT 42884-01	Electric Utility-Ops Restrictd	399.00
				Total for Payment No.:		399.00

Payment No: 722460

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	UNITED SITE SERVICES INC	00564642	INV-4823136	SUBSTATION RENTAL CHARGES	Electric Utility-Ops	10.92

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					General	
2024-10-11	UNITED SITE SERVICES INC	00564642	INV-4823136	SUBSTATION NON-TAXABLE SERVICE	Electric Utility-Ops General	90.00
2024-10-11	UNITED SITE SERVICES INC	00564643	INV-4823761	SUBSTATION RENTAL CHARGES	Electric Utility-Ops General	21.84
2024-10-11	UNITED SITE SERVICES INC	00564643	INV-4823761	SUBSTATION NON-TAXABLE SERVICE	Electric Utility-Ops General	175.00
2024-10-11	UNITED SITE SERVICES INC	00564740	INV-4824085	SUBSTATION RENTAL CHARGES	Electric Utility-Ops General	10.92
2024-10-11	UNITED SITE SERVICES INC	00564740	INV-4824085	SUBSTATION NON-TAXABLE SERVICE	Electric Utility-Ops General	90.00
				Total for Payment No.:		398.68

Payment No: 722219

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	WONG, BASIL	00564159	32345SEP2024	TRAVEL REIMB NCPA MEETING & MS	Electric Utility-Ops General	362.99
				Total for Payment No.:		362.99

Payment No: 722236

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	PG&E	00563661	6751776993-0 SEP2024	2408 GAS TRANSPORT COGEN	Electric Utility-Ops General	343.58
				Total for Payment No.:		343.58

Payment No: 722240

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	PG&E	00564011	3889347290-2 SEP2024	YP2409 ELEC SVC GRIZ MICROWAVE	Electric Utility-Ops General	336.78
				Total for Payment No.:		336.78

Payment No: 031023

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	WESTERN RENEWABLE ENERGY	00563665	WR46484	2408 CERTS CREATED	Electric Utility-Ops General	103.61
2024-10-04	WESTERN RENEWABLE ENERGY	00563665	WR46484	2408 DELIVERABILITY-NERC TAG	Electric Utility-Ops General	212.00
				Total for Payment No.:		315.61

Payment No: 722210

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	LINA PRADA-BAEZ	00564283	26496SEP2024	TRAVEL REIMB NWPPA Elec. Utili	Electric Utility-Ops General	312.32
				Total for Payment No.:		312.32

Payment No: 722347

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	ARIELLE ROMERO	00564664	30402OCT2024	CMUA 2024 ACES	Electric Utility-Ops General	296.97
				Total for Payment No.:		296.97

Payment No: 722091

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	KENNETH CRAYCRAFT	00563304	36946SEP2024	SFTY BOOT/CLOTH REIMB FY 24/25	Electric Utility-Ops General	280.00
				Total for Payment No.:		280.00

Payment No: 722353

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	DEION WILLCOX	00558867	33742MAY2024	SAFETY CLOTHING REIMB FY23/24	Electric Utility-Ops General	280.00
				Total for Payment No.:		280.00

Payment No: 030985

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	GRID SUBJECT MATTER EXPERTS, LLC	00563652	17713	2405 ONGOING CIP ACTIVITIES	Electric Utility-Ops General	245.00
				Total for Payment No.:		245.00

Payment No: 722362

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	NICOLAS PROCOS	00564552	40800OCT2024	NCPA ANNUAL CONFERENCE 2024	Electric Utility-Ops General	83.00
2024-10-11	NICOLAS PROCOS	00564666	40800OCT2024A	GRIZZLY&ORLAND HYDRO VISITS	Electric Utility-Ops General	131.75
				Total for Payment No.:		214.75

Payment No: 722361

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	NICK VAN HAEFTEN	00564551	35235SEP2024	GRIZZLY & ORLAND HYDRO VISITS	Electric Utility-Ops General	200.45
				Total for Payment No.:		200.45

Payment No: 722292

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	[redacted]	00564181	19347	LEGAL SERVICES - [redacted]	[redacted]	[redacted]
				Total for Payment No.:		199.50

Payment No: 722211

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	LINGTON GORDON	00564047	21891SEP2024	SFTY BOOT/CLOTH REIMB FY 24/25	Electric Utility-Ops General	196.41
				Total for Payment No.:		196.41

Payment No: 722480

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	JACKMAN, ALISON	00564851	35238OCT2024	TRAVEL REIMB NCPA CONF 2024	Electric Utility-Ops General	171.37
				Total for Payment No.:		171.37

Payment No: 722371

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	WONG, BASIL	00564529	32345SEP2024A	NCPA ANNUAL CONFERENCE 2024	Electric Utility-Ops General	161.17
				Total for Payment No.:		161.17

Payment No: 722374

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	PG&E	00564445	1501762727-2 SEP2024	YP2409 ELEC SVC HGH LINE CNL	Electric Utility-Ops General	155.45
				Total for Payment No.:		155.45

Payment No: 722099

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	NICHOLAS BACKENS	00563892	41216SEP2024	FY 24/25 BOOT/CLOTH REIMB	Electric Utility-Ops General	149.79
				Total for Payment No.:		149.79

Payment No: 722400

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	GRAYBAR ELECTRIC	00563767	9338990180	YP2409 CLT150F-X4 CORRUG LOOM	Electric Utility-Construction	136.01
				Total for Payment No.:		136.01

Payment No: 722483

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	MANUEL PINEDA	00564852	30411OCT2024	TRAVEL REIMB NCPA CONF 2024	Electric Utility-Ops	135.37

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					General	
				Total for Payment No.:		135.37

Payment No: 722145

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	GRAYBAR ELECTRIC	00563311	9338766477	YP2408 80808651 PREFORMED LINE	Electric Utility-Construction	134.99
				Total for Payment No.:		134.99

Payment No: 722352

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	DEANNA HILBRANTS	00564541	37914OCT2024	NCPA ANNUAL CONFERENCE 2024	Electric Utility-Ops General	130.87
				Total for Payment No.:		130.87

Payment No: 722351

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	DANIEL BALLIN	00564537	37755OCT2024	NCPA ANNUAL CONFERENCE	Electric Utility-Ops General	130.33
				Total for Payment No.:		130.33

Payment No: 722127

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	CONSOLIDATED PARTS INC	00563247	5086423	YP2404 3/4-GALV-STEEL CONDUIT	Electric Utility-Ops General	109.13
2024-09-27	CONSOLIDATED PARTS INC	00563247	5086423	YP2404 3/4-GALV-CPLG CONDUIT	Electric Utility-Ops General	7.86
2024-09-27	CONSOLIDATED PARTS INC	00563247	5086423	YP2404 3001 BP	Electric Utility-Ops General	13.10
				Total for Payment No.:		130.09

Payment No: 722484

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	MATTHEW GERRY	00564780	40387OCT2024	NCPA ANNUAL CONFERENCE 2024	Electric Utility-Ops General	125.51
				Total for Payment No.:		125.51

Payment No: 031004

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	ONESOURCE DISTRIBUTORS LLC	00563708	S007347668.002	CREDIT MEMO	Electric Utility-Ops General	-181.50
2024-10-04	ONESOURCE DISTRIBUTORS LLC	00563709	S007366808.003	POLYWATER LUBE #PO29327	Electric Utility-Ops General	336.67
2024-10-04	ONESOURCE DISTRIBUTORS LLC	00563710	S007454818.004	CREDIT MEMO PO# 29821	Electric Utility-Ops General	-38.19
				Total for Payment No.:		116.98

Payment No: 722476

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	CHRIS KARWICK	00564984	30039OCT2024	GRIZZLY & ORLAND HYDRO VISITS	Electric Utility-Ops General	115.00
				Total for Payment No.:		115.00

Payment No: 722185

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	STERICYCLE INC	00563787	8005746736	SHREDDING SERVICES FOR 1705 MA	Electric Utility-Ops General	101.00
				Total for Payment No.:		101.00

Payment No: 722215

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	RACHEL RADDELL-HARRIS	00564162	40002SEP2024	TRAVEL REIMB CMUA 2024 ACES	Electric Utility-Ops General	89.44
				Total for Payment No.:		89.44

Payment No: 722281

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	FEDERAL EXPRESS	00563915	8-620-21186	YP2409 DVR MISC SHIPPING	Electric Utility-Ops General	25.96
				Total for Payment No.:		25.96

Payment No: 722154

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	INTER DISPOSAL CORP OF CA	00563535	5127-000041174	ADMIN & LATE FEE	Electric Utility-Construction	22.28
				Total for Payment No.:		22.28

Payment No: 722106

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	PG&E	00563469	8733459618-3 SEP2024	YP2406 GAS 3025 RAYMOND	Electric Utility-Ops General	3.52
				Total for Payment No.:		3.52

Electric Utility Funds Group Total	**39,495,349.17**

Fund Group: All Other City Funds

Payment No: 030925

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	SANTA CLARA VALLEY WATER DIST	00563422	GM104786	2024 JULY PUMP TAX	Water Utility	2,570,973.18
				Total for Payment No.:		2,570,973.18

Payment No: 003666

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	ELECTRONIC FEDERAL TAX	00565203	09/29/24-10/12/24	DD: FED TAXES W/H B2421	Payroll Liability&ClearingAcct	1,236,026.24
2024-10-18	ELECTRONIC FEDERAL TAX	00565203	09/29/24-10/12/24	DD: FED TAXES W/H B2421	Payroll Liability&ClearingAcct	331,076.05
2024-10-18	ELECTRONIC FEDERAL TAX	00565203	09/29/24-10/12/24	DD: FED TAXES W/H B2421	Payroll Liability&ClearingAcct	299,734.67
				Total for Payment No.:		1,866,836.96

Payment No: 003656

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	ELECTRONIC FEDERAL TAX	00564369	09/15/24-09/28/24	DD: FED TAXES W/H B2420	Payroll Liability&ClearingAcct	329,455.76
2024-10-04	ELECTRONIC FEDERAL TAX	00564369	09/15/24-09/28/24	DD: FED TAXES W/H B2420	Payroll Liability&ClearingAcct	1,131,915.87
2024-10-04	ELECTRONIC FEDERAL TAX	00564369	09/15/24-09/28/24	DD: FED TAXES W/H B2420	Payroll Liability&ClearingAcct	304,931.73
				Total for Payment No.:		1,766,303.36

Payment No: 030933

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	TEICHERT CONSTRUCTION	00563806	1054008	2024 ANNUAL STREET PAVEMENT MA	Streets and Highways Capital F	1,841,791.20
2024-09-27	TEICHERT CONSTRUCTION	00563806	1054008	Retention	Streets and Highways Capital F	-92,089.56

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		1,749,701.64

Payment No: 003645

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-23	CAL PERS - PO BOX 1982	00563572	08/18/24-08/31/24	EMPLOYER/EMPLOYEE DED B2418	Payroll Liability&ClearingAcct	550,324.54
2024-09-23	CAL PERS - PO BOX 1982	00563572	08/18/24-08/31/24	EMPLOYER/EMPLOYEE DED B2418	Payroll Liability&ClearingAcct	993,837.84
				Total for Payment No.:		1,544,162.38

Payment No: 003661

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-09	CAL PERS - PO BOX 1982	00564516	09/15/24-09/28/24	EMPLOYER/EMPLOYEE DED B2420	Payroll Liability&ClearingAcct	543,889.67
2024-10-09	CAL PERS - PO BOX 1982	00564516	09/15/24-09/28/24	EMPLOYER/EMPLOYEE DED B2420	Payroll Liability&ClearingAcct	982,715.92
				Total for Payment No.:		1,526,605.59

Payment No: 003654

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-30	CAL PERS - PO BOX 1982	00564430	09/01/24-09/14/24	EMPLOYER/EMPLOYEE DED	Payroll Liability&ClearingAcct	976,980.77
2024-09-30	CAL PERS - PO BOX 1982	00564430	09/01/24-09/14/24	EMPLOYER/EMPLOYEE DED	Payroll Liability&ClearingAcct	540,114.26
				Total for Payment No.:		1,517,095.03

Payment No: 722209

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	GALLERY AT CENTRAL PARK	00563741	29393SEP2024	REFUND DEV CNTRBTN SITE 7267	Streets and Highways Capital F	984,898.00
2024-10-04	GALLERY AT CENTRAL PARK	00563741	29393SEP2024	REFUND DEV CNTRBTN SITE 7267	Streets and Highways Capital F	515,102.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		1,500,000.00

Payment No: 003659

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-08	CAL PERS - HEALTH	00563567	OCT-24	HEALTH INSURANCE PREMIUMS	OPEB Plan Trust Fund	98,852.99
2024-10-08	CAL PERS - HEALTH	00563567	OCT-24	HEALTH INSURANCE PREMIUMS	Payroll Liability&ClearingAcct	1,258,949.13
				Total for Payment No.:		1,357,802.12

Payment No: W25075

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-09	MISSION TRAIL WASTE SYSTEMS	00564692	1839OCT2024	WT GARBAGE SERVICES OCT2024	Solid Waste Program	243,279.85
2024-10-09	MISSION TRAIL WASTE SYSTEMS	00564692	1839OCT2024	WT GARBAGE SERVICES OCT2024	Solid Waste Program	993,214.91
				Total for Payment No.:		1,236,494.76

Payment No: W25064

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	SANTA CLARA STADIUM AUTHORITY	00563900	20620SEP2024	WT:SCSA 24/25 Q1 CFD Tax Reimb	Community Facilities Dist-SCSA	842,637.03
				Total for Payment No.:		842,637.03

Payment No: W25066

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-30	SANTA CLARA CONVENTION CENTER	00563922	2461SEP2024C	WT: PRE FUND BUDGET EXP NOV24	Convention Center Enterprise F	798,099.00
				Total for Payment No.:		798,099.00

Payment No: 031134

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	SANTA CLARA VALLEY WATER	00564830	TI002807	2024 SEPT - RINCONADA	Water Utility	750,689.44

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		750,689.44

Payment No: 030899

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	GREENWASTE RECOVERY, INC	00563618	033686	RECOLOGY RECYCLE AUG2024	Solid Waste Program	663,334.09
2024-09-27	GREENWASTE RECOVERY, INC	00563618	033686	RECOLOGY RECYCLE AUG2024	Solid Waste Program	12,412.88
				Total for Payment No.:		675,746.97

Payment No: 003665

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	CA EMPLOYMENT DEVELOPMENT DEPT	00565202	09/29/24-10/12/24	DD: SIT & SDI W/H B2421	Payroll Liability&ClearingAcct	526,011.24
2024-10-18	CA EMPLOYMENT DEVELOPMENT DEPT	00565202	09/29/24-10/12/24	DD: SIT & SDI W/H B2421	Payroll Liability&ClearingAcct	50,373.72
				Total for Payment No.:		576,384.96

Payment No: 003655

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	CA EMPLOYMENT DEVELOPMENT DEPT	00564368	09/15/24-09/28/24	DD: SIT & SDI W/H B2420	Payroll Liability&ClearingAcct	477,130.22
2024-10-04	CA EMPLOYMENT DEVELOPMENT DEPT	00564368	09/15/24-09/28/24	DD: SIT & SDI W/H B2420	Payroll Liability&ClearingAcct	50,956.43
				Total for Payment No.:		528,086.65

Payment No: W25070

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	NATIONWIDE RETIREMENT SOLUTIONS, INC.	00564374	09/15/24-09/28/24	WT: B2420 DEFERRED COMP	Fringe Benefits	467,892.96
				Total for Payment No.:		467,892.96

Payment No: 031070

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	PARS/GASB 45	00564518	14589OCT2024	MONTHLY CONTRIBUTION OCT 2024	OPEB Plan Trust Fund	421,719.00
				Total for Payment No.:		421,719.00

Payment No: W25080

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	NATIONWIDE RETIREMENT SOLUTIONS, INC.	00565208	09/29/24-10/12/24	WT: B2421 DEFERRED COMP	Fringe Benefits	418,903.65
				Total for Payment No.:		418,903.65

Payment No: 722540

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	RECOLOGY SOUTH BAY	00564759	17365OCT2024	RECYCLING SERVICES SEPT2024	Solid Waste Program	344,415.98
				Total for Payment No.:		344,415.98

Payment No: 031066

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	NATIONAL PLANT SERVICE INC	00564653	020516	ASSESSMENT OF 34 SEWER SIPHONS	Sewer Utility Construction	215,530.00
2024-10-11	NATIONAL PLANT SERVICE INC	00564654	020603	ASSESSMENT OF 34 SEWER SIPHONS	Sewer Utility Construction	104,330.00
				Total for Payment No.:		319,860.00

Payment No: W25073

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-08	SEDGWICK CLAIMS MGMT SVCS INC	00564611	SF-8029-2024-01565246	WT:ESCROW DEP WRKS COMP ACCT	Workers Compensation	293,055.45
				Total for Payment No.:		293,055.45

Payment No: 031012

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	SILICON VALLEY ANIMAL CONTROL	00563691	2024-72	2ND QTR PAYMENT FY 24-25	General Fund	283,245.25
				Total for Payment No.:		283,245.25

Payment No: 030918

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	O'GRADY PAVING INC	00563804	7803	Retention	Streets and Highways Capital F	-13,920.00
2024-09-27	O'GRADY PAVING INC	00563804	7803	GREAT AMERICA PARKWAY AND MISS	Streets and Highways Capital F	278,400.00
				Total for Payment No.:		264,480.00

Payment No: 722268

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	CA HIGHWAY PATROL	00563591	0000001598648	trfc ctrl NFL 08182024	General Fund	65,352.78
2024-10-04	CA HIGHWAY PATROL	00563592	0000001598642	trfc ctrl non-NFL 07022024	General Fund	44,195.62
2024-10-04	CA HIGHWAY PATROL	00563593	0000001598646	trfc ctrl non-NFL 07272024	General Fund	55,959.99
2024-10-04	CA HIGHWAY PATROL	00563594	0000001598645	trfc ctrl 07242024 non-NFL	General Fund	51,423.37
2024-10-04	CA HIGHWAY PATROL	00563595	0000001598644	trfc ctrl non-NFL 07172024	General Fund	44,422.77
				Total for Payment No.:		261,354.53

Payment No: W25074A

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-09	SEDGWICK CLAIMS MGMT SVCS INC	00564694	CC-8029-2024-09271125	WT: WORK COMP ESCROW CASH CALL	Workers Compensation	241,608.57
				Total for Payment No.:		241,608.57

Payment No: 722216

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	ROBERT A BOTHMAN CONSTRUCTION	00564152	23-007-17	CENTRAL PARK MAGICAL BRIDGE AL	Parks And Recreation	156,299.34

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	ROBERT A BOTHMAN CONSTRUCTION	00564152	23-007-17	CONTINGENCY.	Parks And Recreation	14,620.00
2024-10-04	ROBERT A BOTHMAN CONSTRUCTION	00564152	23-007-17	Retention	Parks And Recreation	-8,545.97
				Total for Payment No.:		162,373.37

Payment No: 031014

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	DPW/Street & Auto	Fleet Operation Fund	29.40
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	CDD/Bldg - Permits	Building New Dvlpmnt Srvc Fee	352.63
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	CDD/Bldg - Inspection	Building New Dvlpmnt Srvc Fee	223.69
2024-10-04	T-MOBILE	00564342	988523946-9/2/2024	IPHONE 15 128GB IN BLACK FOR S	Police Operating Grant Fund	113,985.79
2024-10-04	T-MOBILE	00564342	988523946-9/2/2024	IPHONE 15 PLUS 128GB IN BLACK	Police Operating Grant Fund	8,053.71
2024-10-04	T-MOBILE	00564342	988523946-9/2/2024	Order #1254403 - PD	Police Operating Grant Fund	844.34
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	IPHONE 15 128GB IN BLACK FOR N	Police Operating Grant Fund	25,355.62
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	CMO wireless service	General Fund	349.35
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	Parks & Rec	General Fund	930.81
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	Parks & Rec	General Fund	99.19
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	Parks & Rec	General Fund	29.40
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	Parks & Rec	General Fund	29.40
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	Parks & Rec	General Fund	29.40
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	Parks & Rec	General Fund	29.40
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	Library	General Fund	34.49
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	COU	General Fund	143.62
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	DPW/Facilities	General Fund	170.04

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	CCO	General Fund	14.17
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	HR	General Fund	42.51
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	DPW/Street & Auto	General Fund	461.42
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	DPW/Street & Auto	General Fund	61.41
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	CCO	General Fund	14.17
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	CAO	General Fund	29.40
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	DPW/Street & Auto	General Fund	59.22
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	DPW/Street & Auto	General Fund	87.56
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	DPW/Street & Auto	General Fund	2.76
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	DPW/Street & Auto	General Fund	118.44
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	Finance/Muni Svcs	General Fund	138.18
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	Finance/Purchasing	General Fund	70.85
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	Police/Stadium	General Fund	15.66
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	DPW/Engineering 1	General Fund	28.34
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	DPW/Engineering 1	General Fund	14.17
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	DPW/Engineering 1	General Fund	14.17
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	DPW/Engineering 1	General Fund	14.17
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	Police	General Fund	14.17
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	DPW/Engineering 1	General Fund	230.96
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	CDD/Planning 1	General Fund	96.16
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	CDD/Housing 1	General Fund	56.68
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	Police	General Fund	14.17
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	Police	General Fund	396.60
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	Police	General Fund	147.00
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	Fire	General Fund	296.10
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	CMO/Stadium	S.C.Stadium Authority Ops	28.34

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	Order #1252204 - L brary	General Fund	899.37
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	Order #1260429 - DPW	General Fund	899.37
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	Order #1265621 - L brary	General Fund	899.37
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	Order #1271729 - DPW	General Fund	899.37
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	IT	Information Technology Service	657.68
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	Water & Sewer Utilities	Sewer Utility	813.35
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	DPW/Street & Auto	Solid Waste Program	53.65
2024-10-04	T-MOBILE	00564343	952058658-9/2/2024	Library/READ Santa Clara	Library Operating Grant Fund	14.17
				Total for Payment No.:		158,293.39

Payment No: 031047

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	HSQ TECHNOLOGY INC	00564749	123341-5	YEAR 2 - SCADA QUARTERLY PHONE	Storm Drain	418.60
2024-10-11	HSQ TECHNOLOGY INC	00564145	029998-18	2023-2024 SCADA UPGRADES	Water Utility Construction	59,719.99
2024-10-11	HSQ TECHNOLOGY INC	00564145	029998-18	ADDITIONAL FUNDS TO ENCUMBER N	Water Utility Construction	0.01
2024-10-11	HSQ TECHNOLOGY INC	00564645	029998-19	ADDITIONAL FUNDS TO ENCUMBER N	Water Utility Construction	72,510.00
2024-10-11	HSQ TECHNOLOGY INC	00564749	123341-5	YEAR 2 - SCADA QUARTERLY PHONE	Water Utility	897.00
2024-10-11	HSQ TECHNOLOGY INC	00564749	123341-5	YEAR 2 - SCADA QUARTERLY PHONE	Sewer Utility	179.40
				Total for Payment No.:		133,725.00

Payment No: W25065

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	SEDGWICK CLAIMS MGMT SVCS INC	00564059	CC-8029-2024-0920122840	WT: WORK COMP ESCROW DEP	Workers Compensation	123,840.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		123,840.00

Payment No: 722152

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	IMPEC GROUP, LLC	00563283	2408137	AUG 2024	General Fund	122,477.12
				Total for Payment No.:		122,477.12

Payment No: W25071

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	WASHINGTON TRUST BANK	00564373	09/15/24-09/28/24	WT:VEBA CONTRIB B2420	Fringe Benefits	119,759.08
				Total for Payment No.:		119,759.08

Payment No: W25074

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-09	SEDGWICK CLAIMS MGMT SVCS INC	00564693	CC-8029-2024-09271137	WT: WORK COMP ESCROW CASH CALL	Workers Compensation	111,987.38
				Total for Payment No.:		111,987.38

Payment No: 030991

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	KASTECH SOFTWARE SOLUTIONS	00564155	26035	TASK ORDER PUR-001-0	General Government - Other	55,200.00
2024-10-04	KASTECH SOFTWARE SOLUTIONS	00564226	INVOICE#27314	Task No. 2: Improve billing an	General Government - Other	56,781.00
				Total for Payment No.:		111,981.00

Payment No: 030967

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	BENEFIT COORDINATORS CORP	00564351	B0fSR1	VISION & DENTAL OCT2024	Payroll Liability&ClearingAcct	14,340.20

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	BENEFIT COORDINATORS CORP	00564351	B0fSR1	VISION & DENTAL OCT2024	Payroll Liability&ClearingAcct	96,203.83
				Total for Payment No.:		110,544.03

Payment No: 031029

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	CARL WARREN & COMPANY	00564465	37153OCT2024	REPLENISH SPECIAL LIAB INS ACC	Special Liability Insurance	90,102.89
				Total for Payment No.:		90,102.89

Payment No: 722518

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	FERGUSON INDUSTRIAL	00564862	1867315	PIPE, DUCTILE IRON, 8IN, CL CL	Water Utility Construction	86,898.42
				Total for Payment No.:		86,898.42

Payment No: 030944

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	W BRADLEY ELECTRIC INC	00563871	214439	Retention	Streets and Highways Capital F	-4,539.50
2024-09-27	W BRADLEY ELECTRIC INC	00563871	214439	GREAT AMERICA PARKWAY AND TASM	Streets and Highways Capital F	90,790.00
				Total for Payment No.:		86,250.50

Payment No: 722512

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	DELL MARKETING LP	00565118	10760927088	OptiPlex 7020 Desktop - Non-Ta	General Fund	97.08
2024-10-18	DELL MARKETING LP	00565118	10760927088	OptiPlex 7020 Desktop - Non-Ta	General Fund	1,553.28
2024-10-18	DELL MARKETING LP	00565118	10760927088	OptiPlex 7020 Desktop - Taxabl	General Fund	5,748.18
2024-10-18	DELL MARKETING LP	00565118	10760927088	OptiPlex 7020 Desktop - Taxabl	General Fund	35,756.16

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	DELL MARKETING LP	00565118	10760927088	OptiPlex 7020 Desktop - Taxabl	General Fund	958.03
2024-10-18	DELL MARKETING LP	00565118	10760927088	OptiPlex 7020 Desktop - Taxabl	General Fund	15,328.48
2024-10-18	DELL MARKETING LP	00565118	10760927088	OptiPlex 7020 Desktops & Monit	General Fund	60.00
2024-10-18	DELL MARKETING LP	00565118	10760927088	OptiPlex 7020 Desktops & Monit	General Fund	370.00
2024-10-18	DELL MARKETING LP	00565118	10760927088	OptiPlex 7020 Desktop - Non-Ta	General Fund	582.48
2024-10-18	DELL MARKETING LP	00565118	10760927088	OptiPlex 7020 Desktop - Non-Ta	General Fund	3,308.76
2024-10-18	DELL MARKETING LP	00565118	10760927088	OptiPlex 7020 Desktops & Monit	General Fund	10.00
2024-10-18	DELL MARKETING LP	00565118	10760927088	OptiPlex 7020 Desktops & Monit	General Fund	160.00
2024-10-18	DELL MARKETING LP	00565118	10760927088	24" Monitors P2425H - Taxable	General Fund	2,042.69
2024-10-18	DELL MARKETING LP	00565118	10760927088	24" Monitors P2425H - Taxable	General Fund	12,596.56
2024-10-18	DELL MARKETING LP	00565118	10760927088	24" Monitors P2425H - Taxable	General Fund	340.45
2024-10-18	DELL MARKETING LP	00565118	10760927088	24" Monitors P2425H - Taxable	General Fund	5,447.19
2024-10-18	DELL MARKETING LP	00565110	10756721730	Network Equipment (Latitude 53	Information Technology Service	1,310.71
2024-10-18	DELL MARKETING LP	00565110	10756721730	Network Equipment (Latitude 53	Information Technology Service	253.87
				Total for Payment No.:		85,923.92

Payment No: 722387

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	CA HIGHWAY PATROL	00564331	0000001599958	trfc ctrl NFL 090924	General Fund	77,407.44
				Total for Payment No.:		77,407.44

Payment No: 031050

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	KIMLEY-HORN AND ASSOC INC	00564657	29095513	INTELLIGENT TRANSPORTATION SYS	Streets and Highways Capital F	13,910.00
2024-10-11	KIMLEY-HORN AND ASSOC INC	00564730	29406221R	SANTA CLARA VISION ZERO PLAN (	Streets and Highways Capital F	30,334.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	KIMLEY-HORN AND ASSOC INC	00564730	29406221R	ADDITIONAL SERVICES.	Streets and Highways Capital F	7,583.52
2024-10-11	KIMLEY-HORN AND ASSOC INC	00564656	28169559	PRUNERIDGE AVENUE SIGNAL TIMIN	Streets and Highways Capital F	12,425.00
2024-10-11	KIMLEY-HORN AND ASSOC INC	00564621	27817614	PRUNERIDGE AVENUE SIGNAL TIMIN	Streets and Highways Capital F	1,825.00
				Total for Payment No.:		66,077.52

Payment No: 722285

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	GUERRA CONSTRUCTION GROUP	00564224	12	AS-NEEDED ASPHALT AND CONCRETE	Streets and Highways Capital F	64,148.50
				Total for Payment No.:		64,148.50

Payment No: 031108

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	GRANICUS, LLC	00565140	190782	YEAR 6 COMMUNICATIONS CLOUD SU	Expendable Trust Funds	6,372.23
2024-10-18	GRANICUS, LLC	00565140	190782	YEAR 6 COMMUNICATIONS CLOUD SU	Information Technology Service	38,233.37
				Total for Payment No.:		44,605.60

Payment No: 722471

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	WINNER CHEVEROLET INC	00564521	0009520	PPV CREDIT	Vehicle Replacement Fund	-2,946.38
2024-10-11	WINNER CHEVEROLET INC	00564521	0009520	DOCUMENT FEE	Vehicle Replacement Fund	92.76
2024-10-11	WINNER CHEVEROLET INC	00564521	0009520	PROMPT PAY DISCOUNT	Vehicle Replacement Fund	-545.63
2024-10-11	WINNER CHEVEROLET INC	00564521	0009520	LINE 3 TAHOE	Vehicle Replacement Fund	57,508.88

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	WINNER CHEVEROLET INC	00564521	0009520	OPTIONS (REFER TO WINDOW STICK	Vehicle Replacement Fund	988.67
2024-10-11	WINNER CHEVEROLET INC	00564521	0009520	KERR BALLISTIC DOORS (LEVEL 3+	Vehicle Replacement Fund	4,954.28
2024-10-11	WINNER CHEVEROLET INC	00564521	0009520	TIRE FEES	Vehicle Replacement Fund	8.75
2024-10-11	WINNER CHEVEROLET INC	00564521	0009520	DELIVERY CHARGE	Vehicle Replacement Fund	350.00
				Total for Payment No.:		60,411.33

Payment No: 722242

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	ABODE SERVICES	00564275	TBRA-07-2024AB	TBRA Abode HOME FY24/25	H.U.D Capital Projects	39,463.00
2024-10-04	ABODE SERVICES	00564275	TBRA-07-2024AB	TBRA Abode HSCAG FY24/25	Housing Successor	20,886.55
				Total for Payment No.:		60,349.55

Payment No: 722494

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	ABODE SERVICES	00565003	TBRA-08-2024AB	TBRA Abode HOME FY24/25	H.U.D Capital Projects	39,463.00
2024-10-18	ABODE SERVICES	00565003	TBRA-08-2024AB	TBRA Abode HSCAG FY24/25	Housing Successor	20,358.60
				Total for Payment No.:		59,821.60

Payment No: 031072

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	REAL ENVIRONMENTAL PRODUCTS, LLC	00564330	R240923	REHAB WEST WO 9/11-9/27/24	Solid Waste Utility-Constructi	57,790.13
				Total for Payment No.:		57,790.13

Payment No: 030973

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	COUNTY OF SANTA CLARA	00563589	1800090973	Corr. dep. NFL 081824	General Fund	8,167.50
2024-10-04	COUNTY OF SANTA CLARA	00563596	1800090971	corr. deputies non-NFL 071724	General Fund	7,878.75
2024-10-04	COUNTY OF SANTA CLARA	00563596	1800090971	adjust corr dep non-NFL 070224	General Fund	-98.00
2024-10-04	COUNTY OF SANTA CLARA	00563597	1800090972	corr. dep non-NFL 07272024	General Fund	4,455.00
2024-10-04	COUNTY OF SANTA CLARA	00563599	1800090974	corr dep NFL 090924	General Fund	8,167.50
2024-10-04	COUNTY OF SANTA CLARA	00563601	1800090950	EOD dep non-NFL 07022024	General Fund	8,051.50
2024-10-04	COUNTY OF SANTA CLARA	00563601	1800090950	EOD dep non-NFL 07172024	General Fund	6,434.50
2024-10-04	COUNTY OF SANTA CLARA	00563601	1800090950	EOD dep non-NFL 07242024	General Fund	5,340.00
2024-10-04	COUNTY OF SANTA CLARA	00563601	1800090950	EOD dep non-NFL 07272024	General Fund	7,015.00
				Total for Payment No.:		55,411.75

Payment No: 722147

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	HDL SOFTWARE LLC	00563926	SIN041716	FINANCE PROCESS IMPROVEMENTS,	General Fund	11,000.01
2024-09-27	HDL SOFTWARE LLC	00563926	SIN041716	CHANGE ORDER 1: ADDITIONAL FUN	General Fund	2,499.99
2024-09-27	HDL SOFTWARE LLC	00563927	SIN041715	FINANCE PROCESS IMPROVEMENTS,	General Fund	13,500.00
2024-09-27	HDL SOFTWARE LLC	00563925	SIN040435	CHANGE ORDER 1: ADDITIONAL FUN	General Fund	26,420.55
				Total for Payment No.:		53,420.55

Payment No: 722393

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	COUNTY OF SANTA CLARA	00564415	EFP2024-1	FOOD RECOVERY PROGRAM FY2025	Solid Waste Program	7,902.28
2024-10-11	COUNTY OF SANTA CLARA	00564415	EFP2024-1	FOOD RECOVERY PROGRAM FY2025	Solid Waste Program	44,584.72
				Total for Payment No.:		52,487.00

Payment No: 031074

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	SANTA CLARA VALLEY WATER	00564252	GN103076	Water Conserv 1.1.24-6.30.24	Water Utility	52,358.00
				Total for Payment No.:		52,358.00

Payment No: 722198

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563947	232895025-001	DELIVERY CHARGES (10)	Solid Waste Program	305.52
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563947	232895025-001	PICK UP CHARGES (10)	Solid Waste Program	279.97
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563928	232894981-003	LOADER WHEEL 2.5-2.9 CUBIC YAR	Solid Waste Program	583.82
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563928	232894981-003	CA PERSONAL PROP TAX REIMB CHA	Solid Waste Program	4.38
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563929	232837992-002	LOADER WHEEL 2.5-2.9 CUBIC YAR	Solid Waste Program	583.82
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563929	232837992-002	CA PERSONAL PROP TAX REIMB CHA	Solid Waste Program	4.38
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563930	232838019-002	LOADER WHEEL 2.5-2.9 CUBIC YAR	Solid Waste Program	583.82
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563940	232894990-001	LOADER WHEEL 2.5-2.9 CUBIC YAR	Solid Waste Program	4,620.35
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563940	232894990-001	CA PERSONAL PROP TAX REIMB CHA	Solid Waste Program	34.66
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563940	232894990-001	DELIVERY CHARGES (10)	Solid Waste Program	305.52
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563940	232894990-001	PICK UP CHARGES (10)	Solid Waste Program	279.97
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563942	232895007-004	LOADER WHEEL 2.5-2.9 CUBIC YAR	Solid Waste Program	583.82
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563930	232838019-002	CA PERSONAL PROP TAX REIMB CHA	Solid Waste Program	4.38
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563932	232894990-003	LOADER WHEEL 2.5-2.9 CUBIC YAR	Solid Waste Program	583.82

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563932	232894990-003	CA PERSONAL PROP TAX REIMB CHA	Solid Waste Program	4.38
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563935	232838019-001	LOADER WHEEL 2.5-2.9 CUBIC YAR	Solid Waste Program	4,620.39
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563935	232838019-001	CA PERSONAL PROP TAX REIMB CHA	Solid Waste Program	34.66
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563935	232838019-001	DELIVERY CHARGES (10)	Solid Waste Program	305.52
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563935	232838019-001	PICK UP CHARGES (10)	Solid Waste Program	279.97
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563936	232837992-001	LOADER WHEEL 2.5-2.9 CUBIC YAR	Solid Waste Program	4,620.39
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563936	232837992-001	CA PERSONAL PROP TAX REIMB CHA	Solid Waste Program	34.66
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563936	232837992-001	DELIVERY CHARGES (10)	Solid Waste Program	305.52
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563936	232837992-001	PICK UP CHARGES (10)	Solid Waste Program	279.97
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563937	232894981-002	LOADER WHEEL 2.5-2.9 CUBIC YAR	Solid Waste Program	4,620.39
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563937	232894981-002	CA PERSONAL PROP TAX REIMB CHA	Solid Waste Program	34.66
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563937	232894981-002	DELIVERY CHARGES (10)	Solid Waste Program	305.52
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563937	232894981-002	PICK UP CHARGES (10)	Solid Waste Program	279.97
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563939	232895000-001	LOADER WHEEL 2.5-2.9 CUBIC YAR	Solid Waste Program	4,620.35
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563939	232895000-001	CA PERSONAL PROP TAX REIMB CHA	Solid Waste Program	34.66
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563939	232895000-001	DELIVERY CHARGES (10)	Solid Waste Program	305.52
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563939	232895000-001	PICK UP CHARGES (10)	Solid Waste Program	279.97
2024-09-27	UNITED RENTALS (NORTH	00563941	232895011-003	LOADER WHEEL 2.5-2.9 CUBIC YAR	Solid Waste Program	583.82

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	AMERICA)					
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563941	232895011-003	CA PERSONAL PROP TAX REIMB CHA	Solid Waste Program	4.38
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563942	232895007-004	CA PERSONAL PROP TAX REIMB CHA	Solid Waste Program	4.38
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563943	232895000-002	LOADER WHEEL 2.5-2.9 CUBIC YAR	Solid Waste Program	583.82
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563943	232895000-002	CA PERSONAL PROP TAX REIMB CHA	Solid Waste Program	4.38
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563944	232895025-002	LOADER WHEEL 2.5-2.9 CUBIC YAR	Solid Waste Program	583.82
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563944	232895025-002	CA PERSONAL PROP TAX REIMB CHA	Solid Waste Program	4.38
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563950	232895011-001	CA PERSONAL PROP TAX REIMB CHA	Solid Waste Program	34.66
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563950	232895011-001	DELIVERY CHARGES (10)	Solid Waste Program	305.52
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563950	232895011-001	PICK UP CHARGES (10)	Solid Waste Program	279.97
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563948	232895015-001	PICK UP CHARGES (10)	Solid Waste Program	279.97
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563950	232895011-001	LOADER WHEEL 2.5-2.9 CUBIC YAR	Solid Waste Program	4,620.35
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563948	232895015-001	LOADER WHEEL 2.5-2.9 CUBIC YAR	Solid Waste Program	4,620.35
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563948	232895015-001	CA PERSONAL PROP TAX REIMB CHA	Solid Waste Program	34.66
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563948	232895015-001	DELIVERY CHARGES (10)	Solid Waste Program	305.52
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563946	232895007-002	LOADER WHEEL 2.5-2.9 CUBIC YAR	Solid Waste Program	4,620.35
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563946	232895007-002	CA PERSONAL PROP TAX REIMB CHA	Solid Waste Program	34.66
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563946	232895007-002	DELIVERY CHARGES (10)	Solid Waste Program	305.52

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563946	232895007-002	PICK UP CHARGES (10)	Solid Waste Program	279.97
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563947	232895025-001	LOADER WHEEL 2.5-2.9 CUBIC YAR	Solid Waste Program	4,620.35
2024-09-27	UNITED RENTALS (NORTH AMERICA)	00563947	232895025-001	CA PERSONAL PROP TAX REIMB CHA	Solid Waste Program	34.66
				Total for Payment No.:		51,870.22

Payment No: 031062

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	MISSION TRAIL WASTE SYSTEMS	00564077	0000529562	DEBRIS BIN SERVICE AUGUST2024	Cemetery	1,567.21
2024-10-11	MISSION TRAIL WASTE SYSTEMS	00564068	0000530693	CART & FRNT LOAD BIN SVCSEPT24	General Fund	1,835.48
2024-10-11	MISSION TRAIL WASTE SYSTEMS	00564068	0000530693	CART & FRNT LOAD BIN SVCSEPT24	Water Utility	1,295.37
2024-10-11	MISSION TRAIL WASTE SYSTEMS	00564068	0000530693	CART & FRNT LOAD BIN SVCSEPT24	General Fund	1,111.19
2024-10-11	MISSION TRAIL WASTE SYSTEMS	00564068	0000530693	CART & FRNT LOAD BIN SVCSEPT24	General Fund	4,766.75
2024-10-11	MISSION TRAIL WASTE SYSTEMS	00564068	0000530693	CART & FRNT LOAD BIN SVCSEPT24	General Fund	4,873.96
2024-10-11	MISSION TRAIL WASTE SYSTEMS	00564068	0000530693	CART & FRNT LOAD BIN SVCSEPT24	General Fund	76.55
2024-10-11	MISSION TRAIL WASTE SYSTEMS	00564068	0000530693	CART & FRNT LOAD BIN SVCSEPT24	General Fund	569.21
2024-10-11	MISSION TRAIL WASTE SYSTEMS	00564077	0000529562	DEBRIS BIN SERVICE AUGUST2024	Water Utility	567.66
2024-10-11	MISSION TRAIL WASTE SYSTEMS	00564077	0000529562	DEBRIS BIN SERVICE AUGUST2024	General Fund	172.48
2024-10-11	MISSION TRAIL WASTE SYSTEMS	00564077	0000529562	DEBRIS BIN SERVICE AUGUST2024	General Fund	7,053.73
2024-10-11	MISSION TRAIL WASTE SYSTEMS	00564068	0000530693	CART & FRNT LOAD BIN SVCSEPT24	Solid Waste Program	904.37
2024-10-11	MISSION TRAIL WASTE SYSTEMS	00564076	0000529561	ROLL OFF SVC 1799 WALSH AUG24	Solid Waste Program	19,585.49
2024-10-11	MISSION TRAIL WASTE SYSTEMS	00564078	0000529566	ROLL OFF SVC AUGUST2024	Solid Waste Program	876.32

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		45,255.77

Payment No: 031080

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	VALLEY OIL CO	00564565	204620	UNLEADED GASOLINE	Fleet Operation Fund	2,734.38
2024-10-11	VALLEY OIL CO	00564564	199226	UNLEADED GASOLINE	Fleet Operation Fund	22,480.11
2024-10-11	VALLEY OIL CO	00564517	204912	UNLEADED GASOLINE	Fleet Operation Fund	22,787.96
				Total for Payment No.:		48,002.45

Payment No: 722504

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	CORE & MAIN LP	00564868	U822287	METER, RECLAIM 6IN, TURBINE, E	Water Utility	5,892.75
2024-10-18	CORE & MAIN LP	00564869	U981955	METER, WATER 1" E-SERIES ULTRA	Water Utility	8,368.25
2024-10-18	CORE & MAIN LP	00564870	V551381	TUBING, COPPER, 1IN, WITH BLUE	Water Utility	6,001.88
2024-10-18	CORE & MAIN LP	00564873	V081819	STRAINER, FOR TURBINE WATER ME	Water Utility	10,671.34
2024-10-18	CORE & MAIN LP	00564880	V717842	SLEEVE, 4IN, MJ, #5-644L (LONG	Water Utility	195.51
2024-10-18	CORE & MAIN LP	00564880	V717842	BEND, 22-1/2 DEGREES, 4IN, MJ,	Water Utility	170.02
2024-10-18	CORE & MAIN LP	00564882	V624036	STOPPER - ABS, 4IN CLAY	Water Utility	98.21
2024-10-18	CORE & MAIN LP	00564882	V624036	LID, TRAFFIC CSC-RW PAINTED PU	Water Utility	320.83
2024-10-18	CORE & MAIN LP	00564880	V717842	TEE, MJ, 10IN, CL, DI C-153 TR	Water Utility	616.27
2024-10-18	CORE & MAIN LP	00564880	V717842	TEE, MJ X FLG, 12IN X 6IN, CL	Water Utility	618.83
2024-10-18	CORE & MAIN LP	00564880	V717842	TEE, MJ X FLG, 8IN CL, DI C-15	Water Utility	471.77
2024-10-18	CORE & MAIN LP	00564880	V717842	BEND, 11-1/4 DEGREES, 10IN, MJ	Water Utility	280.52
2024-10-18	CORE & MAIN LP	00564884	V624200	RUBBER REPAIR KIT 3/4"-1" WILK	Water Utility	523.80
2024-10-18	CORE & MAIN LP	00564886	V624296	Check Module w/ Retainer ClipW	Water Utility	3,733.39
2024-10-18	CORE & MAIN LP	00564884	V624200	First Check Module with Retain	Water Utility	3,332.68

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	CORE & MAIN LP	00564884	V624200	RUBBER REPAIR KIT COMPLETE FOR	Water Utility	1,527.75
2024-10-18	CORE & MAIN LP	00564884	V624200	RUBBER REPAIR CHECK KIT FOR 4"	Water Utility	2,335.28
				Total for Payment No.:		45,159.08

Payment No: 722189

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	STRYKER	00563250	9207113164	BATTERY,LUCAS,DARK GRAY	General Fund	3,996.16
2024-09-27	STRYKER	00563788	9207066994	LIFEPK-FLD-PROCARE (03/01/25 -	General Fund	1,561.16
2024-09-27	STRYKER	00563788	9207066994	LIFEPK-FLD-PROCARE (08/01/24 -	General Fund	20,607.40
2024-09-27	STRYKER	00563788	9207066994	LIFEPK-FLD-PROCARE - PREVENTAT	General Fund	385.34
2024-09-27	STRYKER	00563788	9207066994	LUCAS-FLD-PROCARE (11/1/2024 -	General Fund	8,766.88
2024-09-27	STRYKER	00563788	9207066994	LUCAS-FLD-PROCARE (08/01/2024	General Fund	5,844.60
2024-09-27	STRYKER	00563788	9207066994	LUCAS-FLD-PROCARE (PREVENTATIV	General Fund	749.70
2024-09-27	STRYKER	00563788	9207066994	POWERPRO-PROCARE (GURNEYS)	General Fund	2,782.26
				Total for Payment No.:		44,693.50

Payment No: 030901

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	HOUSEKEYS INC	00564008	SCBMP240916	BMP AMINISTRATION HouseKeys	City Affordable Housing	6,437.50
2024-09-27	HOUSEKEYS INC	00564007	SCBMPTransact240	BMP HouseKeys Transaction Fees	City Affordable Housing	37,500.00
				Total for Payment No.:		43,937.50

Payment No: 722450

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	SOUTH BAY TURF EQUIP.MENT AND RENTAL	00564670	INV047332	010-WORKMAN HDX-D KUBOTA DIESE	Vehicle Replacement Fund	43,703.01

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		43,703.01

Payment No: 722551

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	SOUTH BAY TURF EQUIP.MENT AND RENTAL	00564784	INV047329	010-WORKMAN HDX-D KUBOTA DIESE	Vehicle Replacement Fund	43,703.01
				Total for Payment No.:		43,703.01

Payment No: 030953

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	INTL FIREFIGHTERS LOCAL 1171	00564363	09/01/24-09/28/24A	UNION DUES B2419 & B 2420	Payroll Liability&ClearingAcct	41,286.60
				Total for Payment No.:		41,286.60

Payment No: 722200

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	Z-CON SPECIALTY SERVICES, INC.	00564001	2024-199	SVACA (079-2222-87500 (I)2091	Expendable Trust Funds	2,016.00
2024-09-27	Z-CON SPECIALTY SERVICES, INC.	00564003	2024-281	ISC (532-1121-80300-(P)3196)	Parks And Recreation	31,765.67
2024-09-27	Z-CON SPECIALTY SERVICES, INC.	00564002	2024-200	MORSE MANSION (539-2222-80300-	General Government - Other	7,201.01
				Total for Payment No.:		40,982.68

Payment No: 722468

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	VOLVO CONSTRUCTION	00564727	EQ0020628	WHEEL AND TIRE 6 LUG	Vehicle Replacement Fund	165.87
2024-10-11	VOLVO CONSTRUCTION	00564727	EQ0020628	DELIVERY	Vehicle Replacement Fund	2,955.00
2024-10-11	VOLVO CONSTRUCTION	00564727	EQ0020628	PRE-DELIVERY INSPECTION	Vehicle Replacement Fund	995.00
2024-10-11	VOLVO CONSTRUCTION	00564727	EQ0020628	SOURCEWELL DISCOUNT	Vehicle Replacement	-20,828.11

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					Fund	
2024-10-11	VOLVO CONSTRUCTION	00564727	EQ0020628	TOWABLE AIR COMPRESSOR	Vehicle Replacement Fund	44,424.77
2024-10-11	VOLVO CONSTRUCTION	00564727	EQ0020628	DOUBLE HANNAY HOSE REEL W/ 100	Vehicle Replacement Fund	7,357.21
2024-10-11	VOLVO CONSTRUCTION	00564727	EQ0020628	HEAVY DUTY FRAME	Vehicle Replacement Fund	3,681.88
2024-10-11	VOLVO CONSTRUCTION	00564727	EQ0020628	HEAVY DUTY EXTENDED DRAWBAR	Vehicle Replacement Fund	1,091.25
2024-10-11	VOLVO CONSTRUCTION	00564727	EQ0020628	HD AXLE, ELECTRIC BRAKES, 7 PI	Vehicle Replacement Fund	1,134.90
				Total for Payment No.:		40,977.77

Payment No: 031052

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	LEVY SANTA CLARA CONVENTION CENTER	00564634	LevyInv107	ERGONOMIC EVAL 3/11/24	SCCC-Levy Food & Beverage	13,558.48
2024-10-11	LEVY SANTA CLARA CONVENTION CENTER	00564636	LevyInv0105	ERGONOMIC EVAL 5/10/24	SCCC-Levy Food & Beverage	5,146.67
2024-10-11	LEVY SANTA CLARA CONVENTION CENTER	00564635	LevyInv106	ICE MACHINE REPLACEMENT	SCCC Capital Improvement Fund	21,130.58
				Total for Payment No.:		39,835.73

Payment No: 031035

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	CSG CONSULTANTS INC	00564650	57757	ANNUAL STREET PAVEMENT MAINTEN	Streets and Highways Capital F	26,362.50
2024-10-11	CSG CONSULTANTS INC	00564658	58173	MISCELLANEOUS ASPHALT AND CONC	Public Buildings	5,040.00
2024-10-11	CSG CONSULTANTS INC	00564658	58173	ADDITIONAL SERVICES.	Public Buildings	6,640.00
				Total for Payment No.:		38,042.50

Payment No: 722107

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	PG&E	00563693	2490226441-5 SEP2024	AUTO SVCS/1700 WALSH 50%	Fleet Operation Fund	84.39
2024-09-27	PG&E	00563693	2490226441-5 SEP2024	POOL/2250 ROYAL	General Fund	2,880.45
2024-09-27	PG&E	00563693	2490226441-5 SEP2024	SR CNTR 1303 FREMONT ST	General Fund	1,699.48
2024-09-27	PG&E	00563693	2490226441-5 SEP2024	NORTHSIDE LIB 695 MORELAND WAY	General Fund	43.74
2024-09-27	PG&E	00563693	2490226441-5 SEP2024	FIRE-STA2 1900 WALSH AVE.	General Fund	162.79
2024-09-27	PG&E	00563693	2490226441-5 SEP2024	STREET/1700 WALSH 50%	General Fund	84.39
2024-09-27	PG&E	00563693	2490226441-5 SEP2024	CITY HALL-1500 WARBURTON	General Fund	1,990.75
2024-09-27	PG&E	00563693	2490226441-5 SEP2024	POLICE/601 EL CAMINO	General Fund	1,438.85
2024-09-27	PG&E	00563693	2490226441-5 SEP2024	COMM SVCS-1515 EL CAMINO REAL	General Fund	7.84
2024-09-27	PG&E	00563693	2490226441-5 SEP2024	BERMAN BLDG-1405 CIVIC CTR	General Fund	34.36
2024-09-27	PG&E	00563693	2490226441-5 SEP2024	FIRE/#1 777 BENTON	General Fund	387.71
2024-09-27	PG&E	00563693	2490226441-5 SEP2024	FIRE/#4-2323 PRUNERIDGE	General Fund	64.14
2024-09-27	PG&E	00563693	2490226441-5 SEP2024	POOL/BUCHER-REBIERO	General Fund	7.84
2024-09-27	PG&E	00563693	2490226441-5 SEP2024	POOL/BACHER-REBIERO STS	General Fund	733.56
2024-09-27	PG&E	00563693	2490226441-5 SEP2024	FIRE/#9-3011 CORVIN	General Fund	31.07
2024-09-27	PG&E	00563693	2490226441-5 SEP2024	GYM/2450 CABRILLO	General Fund	49.95
2024-09-27	PG&E	00563693	2490226441-5 SEP2024	SPORTS CTR/3445 BENTON	General Fund	9.51
2024-09-27	PG&E	00563693	2490226441-5 SEP2024	CRC/969 KIELY	General Fund	852.67
2024-09-27	PG&E	00563693	2490226441-5 SEP2024	LIBRARY/2635 HOMESTEAD	General Fund	3,398.41
2024-09-27	PG&E	00563693	2490226441-5 SEP2024	POOL/2625 PATRICIA	General Fund	249.57
2024-09-27	PG&E	00563693	2490226441-5 SEP2024	YOUTH SOCCER 5049 CENTENNIAL	General Fund	90.44
2024-09-27	PG&E	00563693	2490226441-5 SEP2024	PARKS/4750 LICK MILL BLVD	General Fund	15.11
2024-09-27	PG&E	00563693	2490226441-5 SEP2024	FIRE/#6-888 AGNEW RD	General Fund	139.31
2024-09-27	PG&E	00563693	2490226441-5 SEP2024	POOL/3750 DELA CRUZ	General Fund	64.10
2024-09-27	PG&E	00563693	2490226441-5 SEP2024	2975 LAFAYETTE ST.	General Fund	8.11

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	PG&E	00563693	2490226441-5 SEP2024	POL SUBSTN/3992 RIVERMARK PLZ	General Fund	21.02
2024-09-27	PG&E	00563693	2490226441-5 SEP2024	PUMP/ELEC-LAWRENCE/HSTEAD	Sewer Utility	10.18
2024-09-27	PG&E	00563693	2490226441-5 SEP2024	PUMP/4495 N 1ST ST	Sewer Utility	23,413.14
2024-09-27	PG&E	00563693	2490226441-5 SEP2024	BACKUP GEN/2279 CALLE DE LUNA	Sewer Utility	8.38
				Total for Payment No.:		37,981.26

Payment No: 030949

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	BENEFIT COORDINATORS CORP	00564352	15370	LIFE & DISABILITY INS B2420	Payroll Liability&ClearingAcct	3,623.93
2024-10-04	BENEFIT COORDINATORS CORP	00564352	15370	LIFE & DISABILITY INS B2420	Payroll Liability&ClearingAcct	13,533.83
2024-10-04	BENEFIT COORDINATORS CORP	00564352	15370	LIFE & DISABILITY INS B2420	Payroll Liability&ClearingAcct	4,614.80
2024-10-04	BENEFIT COORDINATORS CORP	00564352	15370	LIFE & DISABILITY INS B2420	Payroll Liability&ClearingAcct	11,350.51
2024-10-04	BENEFIT COORDINATORS CORP	00564352	15370	LIFE & DISABILITY INS B2420	Payroll Liability&ClearingAcct	3,985.35
				Total for Payment No.:		37,108.42

Payment No: 722159

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	KIM TURNER, LLC	00563953	5219	ASSESSMENT OF SCPD'S COMMUNICA	General Fund	36,237.00
				Total for Payment No.:		36,237.00

Payment No: 722164

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	MIWALL CORPORATION	00563995	1013214	Ammunition	General Fund	34,772.46
2024-09-27	MIWALL CORPORATION	00563995	1013214	Shipping	General Fund	200.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		34,972.46

Payment No: 031009

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	[redacted]	00564122	55866	[redacted] LEGAL SVS	[redacted]	[redacted]
2024-10-04	[redacted]	00564123	56023	[redacted] LEGAL SVS	[redacted]	[redacted]
2024-10-04	[redacted]	00564125	55867	[redacted]) LEGAL SVS	[redacted]	[redacted]
2024-10-04	[redacted]	00564127	56024	[redacted] LEGAL SVS	[redacted]	[redacted]
2024-10-04	[redacted]	00564128	55629	[redacted] LEGAL SVS	[redacted]	[redacted]
2024-10-04	[redacted]	00564129	55868	[redacted] LEGAL SVS	[redacted]	[redacted]
2024-10-04	[redacted]	00564130	56025	[redacted] LEGAL SVS	[redacted]	[redacted]
2024-10-04	[redacted]	00564131	55630	[redacted] LEGAL SVS	[redacted]	[redacted]
2024-10-04	[redacted]	00564132	55870	[redacted] LEGAL SVS	[redacted]	[redacted]
2024-10-04	[redacted]	00564133	56027	[redacted] LEGAL SVS	[redacted]	[redacted]
2024-10-04	[redacted]	00564179	56026	[redacted] [redacted] LEGAL SVS	[redacted]	[redacted]
2024-10-04	[redacted]	00564180	56028	[redacted] LEGAL SVS	[redacted]	[redacted]
2024-10-04	[redacted]	00564120	55626	[redacted] LEGAL SVS	[redacted]	[redacted]
2024-10-04	[redacted]	00564121	55628	[redacted] LEGAL SVS	[redacted]	[redacted]
				Total for Payment No.:		34,887.81

Payment No: 031011

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	SHAPE INC.	00564183	36736B25551	ONE WAY TRANSPORTATINO TO SITE	Storm Drain	2,221.54
2024-10-04	SHAPE INC.	00564183	36736B25551	SHAPE FIELD LABOR HOURS (ONSIT	Storm Drain	2,160.00
2024-10-04	SHAPE INC.	00564184	31429B21200	PARTS/SUPPLY	Storm Drain	20,067.21
2024-10-04	SHAPE INC.	00564184	31429B21200	LABOR	Storm Drain	1,000.00
2024-10-04	SHAPE INC.	00564184	31429B21200	CRANE RENTAL	Storm Drain	6,592.31
2024-10-04	SHAPE INC.	00564184	31429B21200	FREIGHT	Storm Drain	1,495.50
2024-10-04	SHAPE INC.	00564184	31429B21200	PREP/HAZMAT FEES	Storm Drain	201.00
2024-10-04	SHAPE INC.	00564184	31429B21200	RETURN TRANSPORT	Storm Drain	1,138.46
				Total for Payment No.:		34,876.02

Payment No: W25072A

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-07	SANTA CLARA CONVENTION CENTER	00564464	2461OCT2024A	WT: CIP FUND REQ NUFINISH #3	SCCC Capital Improvement Fund	34,645.00
				Total for Payment No.:		34,645.00

Payment No: 031010

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	RICOH CORP	00564333	9032666156	Lease & Usage Fees - Stadium B	General Fund	2.03
2024-10-04	RICOH CORP	00564333	9032666156	Lease & Usage Fees-StadiumB NT	General Fund	4.13
2024-10-04	RICOH CORP	00564334	9032620237	Lease & Usage Fees - Stadium B	General Fund	63.35
2024-10-04	RICOH CORP	00564334	9032620237	Lease & Usage Fees - Stadium M	S.C.Stadium Authority Ops	64.53
2024-10-04	RICOH CORP	00564335	9032766015	7/1/24 - 8/18/24 Lease-non-tax	Information Technology Service	101.32
2024-10-04	RICOH CORP	00564336	9032666154	Aug 2024 Lease-taxable	Information Technology Service	978.05
2024-10-04	RICOH CORP	00564333	9032666156	4/1/24 - 6/30/24 Lease-taxable	Information Technology	5,937.12

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					Service	
2024-10-04	RICOH CORP	00564333	9032666156	4/1/24 - 6/30/24 Lease-non-tax	Information Technology Service	12,694.83
2024-10-04	RICOH CORP	00564334	9032620237	July 2024 Lease-taxable	Information Technology Service	14,615.63
2024-10-04	RICOH CORP	00564335	9032766015	7/1/24 - 8/18/24 Lease-taxable	Information Technology Service	47.36
				Total for Payment No.:		34,508.35

Payment No: 722509

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	CXTEC	00564778	7251382	RAPIDCARE 9X5XNBD HARDWARE AND	Information Technology Service	16,328.00
2024-10-18	CXTEC	00564778	7251382	RAPIDCARE 24X7X4 HARDWARE AND	Information Technology Service	15,095.00
2024-10-18	CXTEC	00564778	7251382	RAPIDCARE PARTS ONLY - NBD REP	Information Technology Service	180.00
				Total for Payment No.:		31,603.00

Payment No: 030978

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	EJ PIRES TRUCKING INC	00563861	90005825-M	HAULING SERVICES - WATER - AS	Water Utility	393.13
2024-10-04	EJ PIRES TRUCKING INC	00563862	90005763-M	HAULING SERVICES - WATER - AS	Water Utility	17,446.25
2024-10-04	EJ PIRES TRUCKING INC	00563860	90005966-M	HAULING SERVICES - WATER - AS	Water Utility	8,457.08
2024-10-04	EJ PIRES TRUCKING INC	00563862	90005763-M	HAULING SERVICES - SEWER - AS	Sewer Utility	3,078.75
2024-10-04	EJ PIRES TRUCKING INC	00563860	90005966-M	HAULING SERVICES - SEWER - AS	Sewer Utility	1,492.42
2024-10-04	EJ PIRES TRUCKING INC	00563861	90005825-M	HAULING SERVICES - SEWER - AS	Sewer Utility	69.37
				Total for Payment No.:		30,937.00

Payment No: W25079

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	WASHINGTON TRUST BANK	00565206	09/29/24-10/12/24	WT:VEBA CONTRIB B2421	Fringe Benefits	30,902.06
				Total for Payment No.:		30,902.06

Payment No: 722398

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	FIRST SHIELD SECURITY AND	00564108	5406	ART AND WINE 2024	General Fund	9,360.00
				Total for Payment No.:		9,360.00

Payment No: 722203

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	ALFARO COMMUNICATIONS	00564337	37733SEP2024	RENTENTION RELEASE	Streets and Highways Capital F	28,070.30
				Total for Payment No.:		28,070.30

Payment No: 031114

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	KIMBERLY DAVEY	00564791	A-092624	CHANGE ORDER #4: ADDITIONAL FU	General Fund	9,175.92
2024-10-18	KIMBERLY DAVEY	00564791	A-092624	CHANGE ORDER #5: ADDITIONAL FU	General Fund	18,725.98
				Total for Payment No.:		27,901.90

Payment No: 031135

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	SEDGWICK CLAIMS MGMT SVCS INC	00564980	400000210117	WORKERS CPMP SVCS NOV 2024	Workers Compensation	27,785.25
				Total for Payment No.:		27,785.25

Payment No: 722527

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	JOHNSON CONTROLS FIRE	00565179	24332905	HISTORICAL HOUSES 538-2222-803	Public Buildings	460.00
2024-10-18	JOHNSON CONTROLS FIRE	00565161	24332152	HISTORICAL HOUSES 538-2222-803	Public Buildings	487.50
2024-10-18	JOHNSON CONTROLS FIRE	00565164	24332906	HISTORICAL HOUSES 538-2222-803	Public Buildings	770.00
2024-10-18	JOHNSON CONTROLS FIRE	00565166	24352369	FIRE DEPT (001-7822-87600)	General Fund	445.00
2024-10-18	JOHNSON CONTROLS FIRE	00565170	24379704	FIRE DEPT (001-7822-87600)	General Fund	1,520.00
2024-10-18	JOHNSON CONTROLS FIRE	00565172	24380583	FIRE DEPT (001-7822-87600)	General Fund	1,015.00
2024-10-18	JOHNSON CONTROLS FIRE	00565173	24331234	FIRE DEPT (001-7822-87600)	General Fund	2,270.00
2024-10-18	JOHNSON CONTROLS FIRE	00565175	24340891	CITY HALL (001-2222-87600)	General Fund	1,240.00
2024-10-18	JOHNSON CONTROLS FIRE	00565165	24378967	FIRE DEPT (001-7822-87600)	General Fund	780.00
2024-10-18	JOHNSON CONTROLS FIRE	00565163	24332203	MISSION LIBRARY 001-1233-87600	General Fund	820.00
2024-10-18	JOHNSON CONTROLS FIRE	00565167	24345122	FIRE DEPT (001-7822-87600)	General Fund	1,510.00
2024-10-18	JOHNSON CONTROLS FIRE	00565157	24332199	NORTHSIDE LIBRARY 001-1235-876	General Fund	820.00
2024-10-18	JOHNSON CONTROLS FIRE	00565162	24352405	TASMAN (001-2222-87870)	General Fund	2,662.50
2024-10-18	JOHNSON CONTROLS FIRE	00565158	24329480	TASMAN (001-2222-87870)	General Fund	4,320.00
2024-10-18	JOHNSON CONTROLS FIRE	00565177	24378966	CITY HALL (001-2222-87600)	General Fund	2,865.00
2024-10-18	JOHNSON CONTROLS FIRE	00565174	24379702	MORSE MANSION 539-2222-80300 (	General Government - Other	820.00
				Total for Payment No.:		22,805.00

Payment No: 031065

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	MUNICIPAL MAINTENANCE EQUIPMNT	00564243	024029	PARTS - V#3119 WO#155137	Fleet Operation Fund	5,612.08
2024-10-11	MUNICIPAL MAINTENANCE EQUIPMNT	00564288	027090	PARTS - V#3256	Fleet Operation Fund	15,739.24
2024-10-11	MUNICIPAL MAINTENANCE EQUIPMNT	00564318	027430	PARTS - V3640	Fleet Operation Fund	522.14
2024-10-11	MUNICIPAL MAINTENANCE EQUIPMNT	00564243	024029	LABOR - V#3119 WO#155137	Fleet Operation Fund	5,624.98

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		27,498.44

Payment No: 030879

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	[redacted]	00563825	325163	LEGAL SERVICES - [redacted]	[redacted]	[redacted]
2024-09-27	[redacted]	00563796	325624	LEGAL SERVICES - [redacted]	[redacted]	[redacted]
				Total for Payment No.:		27,411.00

Payment No: 722306

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	NOR-CAL OVERHEAD INC	00564090	37125022	AS-NEEDED APPARATUS DOOR REPAI	General Fund	1,740.00
2024-10-04	NOR-CAL OVERHEAD INC	00564090	37125022	AS-NEEDED APPARATUS DOOR REPAI	General Fund	83.97
2024-10-04	NOR-CAL OVERHEAD INC	00564088	36911753	AS-NEEDED APPARATUS DOOR REPAI	General Fund	2,125.00
2024-10-04	NOR-CAL OVERHEAD INC	00564088	36911753	AS-NEEDED APPARATUS DOOR REPAI	General Fund	831.82
2024-10-04	NOR-CAL OVERHEAD INC	00564089	36948234	AS-NEEDED APPARATUS DOOR REPAI	General Fund	3,100.00
2024-10-04	NOR-CAL OVERHEAD INC	00564089	36948234	AS-NEEDED APPARATUS DOOR REPAI	General Fund	2,309.09
2024-10-04	NOR-CAL OVERHEAD INC	00564093	37222912	AS-NEEDED APPARATUS DOOR REPAI	General Fund	1,005.00
2024-10-04	NOR-CAL OVERHEAD INC	00564093	37222912	AS-NEEDED APPARATUS DOOR REPAI	General Fund	256.33
2024-10-04	NOR-CAL OVERHEAD INC	00564094	37338113	AS-NEEDED APPARATUS DOOR REPAI	General Fund	1,500.00
2024-10-04	NOR-CAL OVERHEAD INC	00564092	37217428	AS-NEEDED APPARATUS DOOR REPAI	General Fund	195.00
2024-10-04	NOR-CAL OVERHEAD INC	00564094	37338113	AS-NEEDED APPARATUS DOOR REPAI	General Fund	534.71

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	NOR-CAL OVERHEAD INC	00564085	36531224	CHANGE ORDER 1: 23-24 TAXABLE	General Fund	220.43
2024-10-04	NOR-CAL OVERHEAD INC	00564085	36531224	CHANGE ORDER 1: 23-24 2024 NO	General Fund	720.00
2024-10-04	NOR-CAL OVERHEAD INC	00564086	36104197	CHANGE ORDER 1: 23-24 TAXABLE	General Fund	8,811.84
2024-10-04	NOR-CAL OVERHEAD INC	00564087	36748927	AS-NEEDED APPARATUS DOOR REPAI	General Fund	525.00
2024-10-04	NOR-CAL OVERHEAD INC	00564086	36104197	CHANGE ORDER 1: 23-24 2024 NO	General Fund	2,846.00
				Total for Payment No.:		26,804.19

Payment No: 031006

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	PLAN REVIEW CONSULTANTS INC	00564146	PRC2024-08	ADDITIONAL FUNDS PER AMENDMENT	Building New Dvlpmnt Srvc Fee	8,161.07
2024-10-04	PLAN REVIEW CONSULTANTS INC	00564148	PRC2024-09	ADDITIONAL FUNDS PER AMENDMENT	Building New Dvlpmnt Srvc Fee	8,094.56
2024-10-04	PLAN REVIEW CONSULTANTS INC	00564151	PRC2024-10	ADDITIONAL FUNDS PER AMENDMENT	Building New Dvlpmnt Srvc Fee	10,474.66
				Total for Payment No.:		26,730.29

Payment No: 003658

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	NAVIA BENEFIT SOLUTIONS, INC	00564370	09/15/24-09/28/24	DD:BIWKLY NAVIA BENEFIT B2420	Payroll Liability&ClearingAcct	6,592.43
2024-10-04	NAVIA BENEFIT SOLUTIONS, INC	00564370	09/15/24-09/28/24	DD:BIWKLY NAVIA BENEFIT B2420	Payroll Liability&ClearingAcct	19,233.00
				Total for Payment No.:		25,825.43

Payment No: 003664

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	NAVIA BENEFIT SOLUTIONS, INC	00565201	09/29/24-10/12/24	DD:BIWKLY NAVIA BENEFIT B2421	Payroll Liability&ClearingAcct	6,592.81
2024-10-18	NAVIA BENEFIT SOLUTIONS, INC	00565201	09/29/24-10/12/24	DD:BIWKLY NAVIA BENEFIT B2421	Payroll	19,134.75

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					Liability&ClearingAcct	
				Total for Payment No.:		25,727.56

Payment No: 722130

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	CPM ASSOCIATES, INC.	00563993	CSC22-020-SO 02-01	CONSTRUCTION MANAGEMENT AND IN	PW Capital Proj ManagementFund	13,674.31
2024-09-27	CPM ASSOCIATES, INC.	00563993	CSC22-020-SO 02-01	CHANGE ORDER #1 CONSTRUCTION M	PW Capital Proj ManagementFund	745.69
2024-09-27	CPM ASSOCIATES, INC.	00563994	CSC22-020-SO 03-01	CHANGE ORDER #1 CONSTRUCTION M	PW Capital Proj ManagementFund	10,869.08
				Total for Payment No.:		25,289.08

Payment No: 031056

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	[redacted]	00564472	2227287	LEGAL SERVICES - [redacted]	[redacted]	[redacted]
2024-10-11	[redacted]	00564472	2227287	LEGAL SERVICES - [redacted]	[redacted]	[redacted]
				Total for Payment No.:		24,395.04

Payment No: 031083

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	WALLACE ROBERTS & TODD LLC	00564671	08841.01-000011R	Task 1: Project Initiation/Man	Parks And Recreation	7,565.00
2024-10-11	WALLACE ROBERTS & TODD LLC	00564671	08841.01-000011R	Task 2: Community Engagement	Parks And Recreation	5,338.75
2024-10-11	WALLACE ROBERTS & TODD LLC	00564671	08841.01-000011R	Task 3: Resource and Data Coll	Parks And Recreation	7,367.50
2024-10-11	WALLACE ROBERTS & TODD LLC	00564671	08841.01-000011R	Task 5: Development of Final P	Parks And Recreation	2,640.00
2024-10-11	WALLACE ROBERTS & TODD LLC	00564671	08841.01-000011R	Reimbursables	Parks And Recreation	588.43
				Total for Payment No.:		23,499.68

Payment No: 030943

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	VALLEY OIL CO	00563724	202339	UNLEADED GASOLINE	Fleet Operation Fund	22,934.06
				Total for Payment No.:		22,934.06

Payment No: 031118

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	LINNEA SHEEHY	00564850	2074	CHANGE ORDER #3: ADDITIONAL FU	General Fund	717.77
2024-10-18	LINNEA SHEEHY	00564850	2074	CHANGE ORDER #4: ADDITIONAL FU	General Fund	20,975.49
				Total for Payment No.:		21,693.26

Payment No: 722498

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	ALTEC INDUSTRIES INC	00564706	51516575	PARTS - WO 154998 V3228	Fleet Operation Fund	21,515.83
				Total for Payment No.:		21,515.83

Payment No: 722561

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	U.S. BANK	00565191	09/29/24-10/12/24	BIWKLY PAYROLL DED PARS	Fringe Benefits	21,389.41
				Total for Payment No.:		21,389.41

Payment No: 031119

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	LN CURTIS & SONS	00565053	INV832517	DURA-BUILT 800 MUNICIPAL HOSES	General Fund	21,366.68
				Total for Payment No.:		21,366.68

Payment No: 722123

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	CDW GOVERNMENT	00563779	AA4WK8K	CONFERENCE EQUIPMENT	General Fund	422.26
2024-09-27	CDW GOVERNMENT	00563781	AA3963L	CONFERENCE EQUIPMENT	General Fund	20,768.04
2024-09-27	CDW GOVERNMENT	00563781	AA3963L	RECYCLING FEE	General Fund	12.00
2024-09-27	CDW GOVERNMENT	00563782	AA4V51E	CONFERENCE EQUIPMENT	General Fund	20.34
				Total for Payment No.:		21,222.64

Payment No: 722365

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	SAFE MOVES, INC	00564732	21A	SAFE ROUTES TO SCHOOL; FUNDING	Streets and Highways Capital F	13,480.62
2024-10-11	SAFE MOVES, INC	00564732	21A	2023/24 OTS GRANT	Streets and Highways Capital F	7,491.82
				Total for Payment No.:		20,972.44

Payment No: 030956

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	SANTA CLARA POLICE ASSN	00564366	09/01/24-09/28/24	UNION DUES B2419 & B 2420	Payroll Liability&ClearingAcct	20,487.78
				Total for Payment No.:		20,487.78

Payment No: 722334

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	TRUEPOINT SOLUTIONS, LLC	00563855	SI-001215	Fire Support - August '24	Fire Department	10,044.50
2024-10-04	TRUEPOINT SOLUTIONS, LLC	00564187	SI-001216	TPS Agreement No. 2 for Suppor	General Government - Other	9,344.32
				Total for Payment No.:		19,388.82

Payment No: 722343

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	WEST COAST ARBORISTS INC	00563853	219228	PLANT ROOTS EMGCY 8/16-8/31/24	Streets and Highways	19,276.10

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					Capital F	
				Total for Payment No.:		19,276.10

Payment No: 030932

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00563723	211341	AST AND UST FUEL STORAGE TANK	Fleet Operation Fund	270.00
2024-09-27	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00563722	211333	AST AND UST FUEL STORAGE TANK	Fleet Operation Fund	4,440.00
2024-09-27	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00563284	211346	SERVICE CALL - FS7	Fleet Operation Fund	725.05
2024-09-27	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00563286	211336	SERVICE - VARIOUS SITE	Fleet Operation Fund	7,119.00
2024-09-27	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00563287	211340	SERVICE -VARIOUS SITES	Fleet Operation Fund	5,250.00
2024-09-27	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00563451	211385	SERVICE INSPECTIONS	Fleet Operation Fund	1,290.00
				Total for Payment No.:		19,094.05

Payment No: 031093

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	[redacted]	00564871	328009	LEGAL SERVICES - [redacted]	[redacted]	[redacted]
				Total for Payment No.:		19,057.00

Payment No: 722444

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	SANTA CLARA LIGHTING, INC.	00564400	32488	POLE TOP AREA FIXTURES	Cemetery	18,142.53
2024-10-11	SANTA CLARA LIGHTING, INC.	00564115	32956	SUPPLIES	General Fund	75.24
2024-10-11	SANTA CLARA LIGHTING, INC.	00564398	33018	LED FIXTURES	General Fund	425.26
2024-10-11	SANTA CLARA LIGHTING, INC.	00564401	33002	VARIOUS HAND TOOLS	General Fund	218.25

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		18,861.28

Payment No: 031024

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	ACCEL AIR SYSTEMS, INC.	00564619	35516	NORTHSIDE LIBRARY	General Fund	1,678.00
2024-10-11	ACCEL AIR SYSTEMS, INC.	00564618	35486	NORTHSIDE LIBRARY	General Fund	16,960.00
				Total for Payment No.:		18,638.00

Payment No: 722499

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	BAY CITY BOILER & ENGINEERING	00565153	33465	SVACA (T)	Expendable Trust Funds	282.04
2024-10-18	BAY CITY BOILER & ENGINEERING	00565153	33465	SVACA	Expendable Trust Funds	1,045.00
2024-10-18	BAY CITY BOILER & ENGINEERING	00565156	33366	SENIOR CENTER	General Fund	3,814.08
2024-10-18	BAY CITY BOILER & ENGINEERING	00565143	33469	SENIOR CENTER	General Fund	6,700.00
2024-10-18	BAY CITY BOILER & ENGINEERING	00565146	33470	CRC - 969 KIELY RD	General Fund	3,190.00
2024-10-18	BAY CITY BOILER & ENGINEERING	00565155	33175	POLICE	General Fund	1,453.43
2024-10-18	BAY CITY BOILER & ENGINEERING	00565144	33425	CENTRAL LIBRARY	General Fund	1,940.00
				Total for Payment No.:		18,424.55

Payment No: 031146

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	VALLEY OIL CO	00564976	199221	UNLEADED GASOLINE	Fleet Operation Fund	18,286.19
				Total for Payment No.:		18,286.19

Payment No: 722406

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	IMPARK	00564111	3700082408	SCCC AUG 2024	Convention Cnt Maintenance Dis	13,754.37

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	IMPARK	00564111	3700082408	SCCC AUG 2024	Convention Cnt Maintenance Dis	1,859.08
2024-10-11	IMPARK	00564111	3700082408	SCCC AUG 2024	Convention Cnt Maintenance Dis	1,859.08
				Total for Payment No.:		17,472.53

Payment No: 030952

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	IBEW	00564362	09/01/24-09/28/24	UNION DUES B2419 & B2420	Payroll Liability&ClearingAcct	17,408.82
				Total for Payment No.:		17,408.82

Payment No: 030982

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	GRAINGER	00563843	9217202994	SUPPLIES-STORM	General Fund	341.49
2024-10-04	GRAINGER	00563844	9217203000	SUPPLIES-STORM	General Fund	347.34
2024-10-04	GRAINGER	00563845	9222818487	SUPPLIES-STORM	General Fund	1,219.89
2024-10-04	GRAINGER	00563846	9250355048	SUPPLIES-STREET	General Fund	569.31
2024-10-04	GRAINGER	00563847	9253514591	SUPPLIES-TRAFFIC	General Fund	380.03
2024-10-04	GRAINGER	00563848	9253809546	SUPPLIES-TRAFFIC	General Fund	167.74
2024-10-04	GRAINGER	00563841	9214358609	SUPPLIES-STORM	General Fund	1,478.66
2024-10-04	GRAINGER	00563842	9217070979	SUPPLIES-STORM	General Fund	-230.92
				Total for Payment No.:		4,273.54

Payment No: 722218

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	U.S. BANK	00564345	09/15/24-09/28/24	BIWKLY PAYROLL DED PARS B2420	Fringe Benefits	16,872.82
				Total for Payment No.:		16,872.82

Payment No: 031110

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	GRANITE ROCK CO #29145	00565001	2178922	SAND & BASE ROCK	Water Utility Construction	319.43
2024-10-18	GRANITE ROCK CO #29145	00565006	2173574	SAND & BASE ROCK	Water Utility Construction	158.99
2024-10-18	GRANITE ROCK CO #29145	00565010	2177573	SAND & BASE ROCK	Water Utility Construction	155.31
2024-10-18	GRANITE ROCK CO #29145	00565015	2180143	SAND & BASE ROCK	Water Utility Construction	318.05
2024-10-18	GRANITE ROCK CO #29145	00565017	2185522	SAND & BASE ROCK	Water Utility Construction	807.83
2024-10-18	GRANITE ROCK CO #29145	00565018	2182719	SAND & BASE ROCK	Water Utility Construction	1,074.07
2024-10-18	GRANITE ROCK CO #29145	00565019	2184325	SAND & BASE ROCK	Water Utility Construction	499.97
2024-10-18	GRANITE ROCK CO #29145	00565001	2178922	SAND & BASE ROCK	Water Utility	239.58
2024-10-18	GRANITE ROCK CO #29145	00565001	2178922	SAND & BASE ROCK	Water Utility	159.72
2024-10-18	GRANITE ROCK CO #29145	00565006	2173574	SAND & BASE ROCK	Water Utility	119.25
2024-10-18	GRANITE ROCK CO #29145	00565006	2173574	SAND & BASE ROCK	Water Utility	79.50
2024-10-18	GRANITE ROCK CO #29145	00565010	2177573	SAND & BASE ROCK	Water Utility	116.49
2024-10-18	GRANITE ROCK CO #29145	00565010	2177573	SAND & BASE ROCK	Water Utility	77.66
2024-10-18	GRANITE ROCK CO #29145	00565015	2180143	SAND & BASE ROCK	Water Utility	238.55
2024-10-18	GRANITE ROCK CO #29145	00565015	2180143	SAND & BASE ROCK	Water Utility	159.02
2024-10-18	GRANITE ROCK CO #29145	00565017	2185522	SAND & BASE ROCK	Water Utility	605.87
2024-10-18	GRANITE ROCK CO #29145	00565017	2185522	SAND & BASE ROCK	Water Utility	403.91
2024-10-18	GRANITE ROCK CO #29145	00565018	2182719	SAND & BASE ROCK	Water Utility	805.55
2024-10-18	GRANITE ROCK CO #29145	00565018	2182719	SAND & BASE ROCK	Water Utility	537.03
2024-10-18	GRANITE ROCK CO #29145	00565019	2184325	SAND & BASE ROCK	Water Utility	374.98
2024-10-18	GRANITE ROCK CO #29145	00565019	2184325	SAND & BASE ROCK	Water Utility	249.99
2024-10-18	GRANITE ROCK CO #29145	00565001	2178922	SAND & BASE ROCK	Sewer Utility	79.86
2024-10-18	GRANITE ROCK CO #29145	00565006	2173574	SAND & BASE ROCK	Sewer Utility	39.75

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	GRANITE ROCK CO #29145	00565010	2177573	SAND & BASE ROCK	Sewer Utility	38.83
2024-10-18	GRANITE ROCK CO #29145	00565015	2180143	SAND & BASE ROCK	Sewer Utility	79.52
2024-10-18	GRANITE ROCK CO #29145	00565017	2185522	SAND & BASE ROCK	Sewer Utility	201.96
2024-10-18	GRANITE ROCK CO #29145	00565018	2182719	SAND & BASE ROCK	Sewer Utility	268.52
2024-10-18	GRANITE ROCK CO #29145	00565019	2184325	SAND & BASE ROCK	Sewer Utility	125.00
				Total for Payment No.:		8,334.19

Payment No: 722452

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	STUART EVENT RENTALS	00564638	226973	Art & Wine Festival 2024	General Fund	13,487.20
2024-10-11	STUART EVENT RENTALS	00564639	225944	Street Dance	General Fund	2,940.00
				Total for Payment No.:		16,427.20

Payment No: 722514

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	EATON CORP	00564781	987553778	(24) BATTERY TRAYS (103005977-	General Government - Other	2,703.35
2024-10-18	EATON CORP	00564781	987553778	(24) BATTERY TRAYS (103005977-	Information Technology Service	5,224.58
2024-10-18	EATON CORP	00564781	987553778	(24) BATTERY TRAYS (103005977-	General Government - Other	5,101.60
2024-10-18	EATON CORP	00564781	987553778	LABOR TO INSTALL WITH TRAVEL 7	Information Technology Service	3,348.00
				Total for Payment No.:		16,377.53

Payment No: 031132

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	RAIMI + ASSOCIATES, INC	00564877	24-6589	ECRSP Revisions	General Government - Other	16,003.99
				Total for Payment No.:		16,003.99

Payment No: 722201

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	ZAC GIAMMARRUSCO	00563319	SCPD_18-7638	Redaction for Case 18-7638	General Fund	1,547.00
2024-09-27	ZAC GIAMMARRUSCO	00563320	SCPD_19-1222091	Redaction for Case 19-222091	General Fund	3,289.00
2024-09-27	ZAC GIAMMARRUSCO	00563321	SCPD_2301310045	Redaction for Case 2301310045	General Fund	11,105.00
				Total for Payment No.:		15,941.00

Payment No: 030902

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	HSQ TECHNOLOGY INC	00563863	029998-17	SCADA Upgrade RTU Spare Parts	Water Utility	15,932.25
				Total for Payment No.:		15,932.25

Payment No: 722140

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	FIRST SHIELD SECURITY AND	00563282	5344	TASMAN	General Fund	760.41
2024-09-27	FIRST SHIELD SECURITY AND	00563281	5341	SCCC AUG 2024	Convention Cnt Maintenance Dis	14,768.00
				Total for Payment No.:		15,528.41

Payment No: 722243

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	ACE ROOFING EAST BAY	00564058	2024092301	REROOF 10584	H.U.D Capital Projects	15,000.00
2024-10-04	ACE ROOFING EAST BAY	00564058	2024092301	REROOF 10584	H.U.D Capital Projects	15,000.00
2024-10-04	ACE ROOFING EAST BAY	00564058	2024092301	REROOF 10584	H.U.D Capital Projects	-15,000.00
				Total for Payment No.:		15,000.00

Payment No: 031107

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	GRAINGER-SAN JOSE	00564715	9268368900	PARTS = SHOP	Fleet Operation Fund	109.90
2024-10-18	GRAINGER-SAN JOSE	00564889	9250824365	CHIP BRUSH 2"	Water Utility	33.55

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	GRAINGER-SAN JOSE	00564889	9250824365	CHIP BRUSH 1"	Water Utility	18.90
2024-10-18	GRAINGER-SAN JOSE	00564889	9250824365	CHIP BRUSH 3"	Water Utility	30.39
2024-10-18	GRAINGER-SAN JOSE	00564898	9257577925	PAINT, GLOSS WHITE ENAMEL, 1GA	Water Utility	383.20
2024-10-18	GRAINGER-SAN JOSE	00564889	9250824365	CHIP BRUSH 4"	Water Utility	57.67
2024-10-18	GRAINGER-SAN JOSE	00564890	9245287678	BOOTS, PVC HIP LENGTH, STEEL T	Water Utility	242.65
2024-10-18	GRAINGER-SAN JOSE	00564890	9245287678	EXAM GLOVES,MEDIUM, POWDERLESS	Water Utility	330.39
2024-10-18	GRAINGER-SAN JOSE	00564891	9250824373	PAINT, SPRAY, GLOSSY WHITE, OU	Water Utility	557.85
2024-10-18	GRAINGER-SAN JOSE	00564900	9258254136	SOLDER, LOW TEMP SILVER BEARIN	Water Utility	363.00
				Total for Payment No.:		2,127.50

Payment No: 722478

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	GEOSYNTEC CONSULTANTS, INC	00564878	582883	PROFESSIONAL ENGINEEERING SERV	General Fund	14,785.68
				Total for Payment No.:		14,785.68

Payment No: 030916

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	MUNISERVICES LLC	00563785	INV06-019410	SALES, USE AND TRANSACTIONS TA	General Fund	14,667.58
				Total for Payment No.:		14,667.58

Payment No: 003660

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-08	CAL PERS - PO BOX 1982	00564613	100000017684146	DD: LATE APPOINTMNT FEE #06312	General Fund	500.00
2024-10-08	CAL PERS - PO BOX 1982	00564614	100000017688027	DD: ARREARS CONTRB #06312	General Fund	13,497.84
				Total for Payment No.:		13,997.84

Payment No: 722366

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	SAFE MOVES, INC	00564733	22A	SAFE ROUTES TO SCHOOL; FUNDING	Streets and Highways Capital F	13,758.22
				Total for Payment No.:		13,758.22

Payment No: 722318

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	SAN FRANCISCO SHERIFF'S DEPT	00563600	12867SEP2024	Dep. non-NFL 07022024	General Fund	5,451.60
2024-10-04	SAN FRANCISCO SHERIFF'S DEPT	00563600	12867SEP2024	Dep. non-NFL 07172024	General Fund	991.20
2024-10-04	SAN FRANCISCO SHERIFF'S DEPT	00563600	12867SEP2024	Dep. non-NFL 07242024	General Fund	1,062.00
2024-10-04	SAN FRANCISCO SHERIFF'S DEPT	00563600	12867SEP2024	Dep. non-NFL 07272024	General Fund	6,195.00
				Total for Payment No.:		13,699.80

Payment No: 722402

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	HDL SOFTWARE LLC	00564469	SIN043269	CHANGE ORDER 1: ADDITIONAL FUN	General Fund	13,500.00
				Total for Payment No.:		13,500.00

Payment No: 722102

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	SECRETARY FOR ENVIRONMENTAL	00563938	507SEP2024	FY23-24 QTR 4 CUPA OVERSIGHT	General Fund	13,434.00
				Total for Payment No.:		13,434.00

Payment No: 031057

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	LPA, INC.	00564668	ARIV1009804	Additional Services	Parks And Recreation	13,291.81
				Total for Payment No.:		13,291.81

Payment No: 030988

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	INGRAM LIBRARY SERVICES INC	00563751	83748851	1241/1235 AD BK	General Fund	248.14
2024-10-04	INGRAM LIBRARY SERVICES INC	00563751	83748851	1231/1233/1235/1236 JUV BK	General Fund	7,174.76
2024-10-04	INGRAM LIBRARY SERVICES INC	00563751	83748851	1232/1235 YA BK	General Fund	249.04
2024-10-04	INGRAM LIBRARY SERVICES INC	00564124	83869018	1241/1233/1236 AD BK	General Fund	315.57
2024-10-04	INGRAM LIBRARY SERVICES INC	00564124	83869018	1231/1233/1235/1236 JUV BK	General Fund	4,781.21
2024-10-04	INGRAM LIBRARY SERVICES INC	00564124	83869018	1232/1235 YA BK	General Fund	228.00
2024-10-04	INGRAM LIBRARY SERVICES INC	00564126	83869020	1241 AD BK	General Fund	283.87
				Total for Payment No.:		13,280.59

Payment No: 030880

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	CALIFA GROUP	00563376	7670	1241 AD DB	General Fund	13,230.00
				Total for Payment No.:		13,230.00

Payment No: 722349

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	CA DEPT OF FISH & WILDLIFE	00564456	4503SEP2024	EPIMS NO 53659-CREEK TRAIL	Streets and Highways Capital F	13,161.00
				Total for Payment No.:		13,161.00

Payment No: 722348

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	BKF ENGINEERS	00564661	24080608	ANNA DRIVE NEIGHBORHOOD FLOOD	Storm Drain	12,939.50
				Total for Payment No.:		12,939.50

Payment No: 722316

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	ROSS RECREATION EQUIPMENT	00564279	I26178	32 GALLON STEEL RECEPTACLE	General Fund	10,770.64

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	INC					
2024-10-04	ROSS RECREATION EQUIPMENT INC	00564279	I26178	FREIGHT	General Fund	1,219.00
				Total for Payment No.:		11,989.64

Payment No: 722287

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	HD SUPPLY	00564040	826336257	CLEANING SUPPLIES	General Fund	1,498.20
2024-10-04	HD SUPPLY	00564046	781607403	CLEANING SUPPLIES	General Fund	1,436.66
2024-10-04	HD SUPPLY	00564048	800588212	RAYON MOPS	General Fund	224.91
2024-10-04	HD SUPPLY	00564049	803690148	HAND SANITIZER	General Fund	2.46
2024-10-04	HD SUPPLY	00564041	826336265	LEAF LAWN BAGS	General Fund	1,143.19
2024-10-04	HD SUPPLY	00564044	826278293	HAND SANITIZER	General Fund	242.00
2024-10-04	HD SUPPLY	00564045	786685560	LAWN LEAF BAGS	General Fund	952.66
2024-10-04	HD SUPPLY	00563698	824011142	JANITORAIL SUPPLIES	General Fund	68.73
2024-10-04	HD SUPPLY	00563700	826336190	JANITORIAL SUPPLIES	General Fund	992.91
2024-10-04	HD SUPPLY	00563701	826336208	JANITORIAL SUPPLIES	General Fund	512.36
2024-10-04	HD SUPPLY	00563702	826336216	JANITORIAL SUPPLIES	General Fund	220.48
2024-10-04	HD SUPPLY	00563704	826336224	JANITORIAL SUPPLIES	Water Utility	355.43
2024-10-04	HD SUPPLY	00563705	826336240	JANITORIAL SUPPLIES	General Fund	381.05
2024-10-04	HD SUPPLY	00563752	824070072	CLEANING SOLUTIONS	General Fund	347.45
2024-10-04	HD SUPPLY	00563753	825045776	TOILET PAPER	General Fund	219.43
2024-10-04	HD SUPPLY	00563749	825114077	RESTROOM PAPER PRODUCTS	General Fund	1,779.20
2024-10-04	HD SUPPLY	00563750	824588594	CLEAN N FRESH REFILL	General Fund	232.57
2024-10-04	HD SUPPLY	00563827	825360837	Northside Facilities Supplies	General Fund	1,211.25
				Total for Payment No.:		11,820.94

Payment No: 031140

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	DPW/Street & Auto	Fleet Operation Fund	29.40
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	CDD/Bldg - Permits	Building New Dvlpmnt Srvc Fee	369.83
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	CDD/Bldg - Inspection	Building New Dvlpmnt Srvc Fee	216.54
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	Order #1278235 - CDD	Building New Dvlpmnt Srvc Fee	4,359.50
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	CMO wireless service	General Fund	378.75
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	Parks & Rec	General Fund	930.81
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	Parks & Rec	General Fund	99.19
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	Parks & Rec	General Fund	29.40
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	Parks & Rec	General Fund	29.40
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	Parks & Rec	General Fund	29.40
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	DPW/Facilities	General Fund	170.04
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	CCO	General Fund	14.17
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	Parks & Rec	General Fund	29.40
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	Library	General Fund	89.55
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	COU	General Fund	138.13
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	CAO	General Fund	29.40
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	HR	General Fund	42.51
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	DPW/Street & Auto	General Fund	376.04
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	CCO	General Fund	14.17
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	DPW/Street & Auto	General Fund	50.01
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	DPW/Street & Auto	General Fund	59.22
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	DPW/Street & Auto	General Fund	87.56
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	DPW/Street & Auto	General Fund	14.17
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	DPW/Street & Auto	General Fund	118.44
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	Finance/Muni Svcs	General Fund	138.18

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	Finance/Purchasing	General Fund	70.85
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	Police/Stadium	General Fund	15.66
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	DPW/Engineering	General Fund	28.34
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	DPW/Engineering	General Fund	14.17
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	DPW/Engineering	General Fund	14.17
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	DPW/Engineering	General Fund	14.17
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	DPW/Engineering	General Fund	201.98
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	CDD/Planning	General Fund	96.16
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	CDD/Housing	General Fund	56.68
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	Police	General Fund	14.17
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	Police	General Fund	14.17
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	Police	General Fund	427.12
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	Police	General Fund	147.00
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	Fire	General Fund	296.10
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	CMO/Stadium	S.C.Stadium Authority Ops	28.34
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	Order #1298119 - L brary	General Fund	796.60
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	IT	Information Technology Service	688.62
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	Water & Sewer Utilities	Sewer Utility	813.35
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	DPW/Street & Auto	Solid Waste Program	53.65
2024-10-18	T-MOBILE	00565117	952058658-10/2/2024	Library/READ Santa Clara	Library Operating Grant Fund	14.17
				Total for Payment No.:		11,648.68

Payment No: 031051

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	LEHR	00564644	SI109469	EGHST1J-12 - Soundoff, Ghost R	Vehicle Replacement Fund	284.16

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	LEHR	00564644	SI109469	SHPPING CHARGES	Vehicle Replacement Fund	16.86
2024-10-11	LEHR	00564644	SI109469	PF200S17 - Federal Signal, Whe	Vehicle Replacement Fund	1,488.83
2024-10-11	LEHR	00564239	SI109470	PARTS - V#3749	Vehicle Replacement Fund	1,703.66
2024-10-11	LEHR	00564238	SI109468	PARTS - V#3749	Vehicle Replacement Fund	4,184.39
2024-10-11	LEHR	00564237	SI109447	PARTS - V#3654	Vehicle Replacement Fund	1,003.31
2024-10-11	LEHR	00564240	SI109471	PARTS - STOCK	Fleet Operation Fund	655.28
2024-10-11	LEHR	00564235	SI109280	PARTS - STOCK	Fleet Operation Fund	1,474.11
2024-10-11	LEHR	00564236	SI109281	PARTS - STAD MULES	S.C.Stadium Authority CIP	305.17
				Total for Payment No.:		11,115.77

Payment No: 030951

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	CITY OF SANTA CLARA UNIT 9	00564361	09/01/24-09/28/24	UNION DUES B2419 & B 2420	Payroll Liability&ClearingAcct	11,100.00
				Total for Payment No.:		11,100.00

Payment No: 030886

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	CSG CONSULTANTS INC	00563934	57603	CHANGE ORDER #1 CONSTRUCTION M	PW Capital Proj ManagementFund	10,923.12
				Total for Payment No.:		10,923.12

Payment No: 030992

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	KIDZ LOVE SOCCER	00564169	2024AUG-11737-0014	CHANGE ORDER 3# ADDITIONAL FUN	General Fund	9,582.95

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	KIDZ LOVE SOCCER	00564172	2024JUL-11736-0014	CHANGE ORDER 3# ADDITIONAL FUN	General Fund	1,255.80
				Total for Payment No.:		10,838.75

Payment No: 722503

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	CONSOLIDATED ENGINEERING	00564872	222899	MATERIALS TESTING AND SPECIAL	PW Capital Proj ManagementFund	5,753.00
2024-10-18	CONSOLIDATED ENGINEERING	00564874	223697	MATERIALS TESTING AND SPECIAL	PW Capital Proj ManagementFund	4,926.90
				Total for Payment No.:		10,679.90

Payment No: 031091

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	BRUCE BARTON PUMP SERVICE INC	00564592	0116502-IN	POOL PUMP & ACCESSORIES	General Fund	5,866.83
2024-10-18	BRUCE BARTON PUMP SERVICE INC	00564593	0116501-IN	POOL PUMP & IMPELLER	General Fund	4,458.13
				Total for Payment No.:		10,324.96

Payment No: 031034

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	COUNTY OF SANTA CLARA	00564332	1800090982	SCCSO bomb squad non-NFL 71724	General Fund	2,449.50
2024-10-11	COUNTY OF SANTA CLARA	00564332	1800090982	SCCSO bomb squad NFL 081824	General Fund	7,795.00
				Total for Payment No.:		10,244.50

Payment No: 722122

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	CAMPWAY'S TRUCK ACCESSORY WORLD	00563335	IN041341	LABOR NONTAX- V#3755 WO#155951	Water Utility	180.00
2024-09-27	CAMPWAY'S TRUCK ACCESSORY	00563335	IN041341	LABOR NONTAX- V#3755	Water Recycling	90.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	WORLD			WO#155951	Program	
2024-09-27	CAMPWAY'S TRUCK ACCESSORY WORLD	00563334	IN041245	PARTS - V#3756 WO#155952	Water Recycling Program	913.93
2024-09-27	CAMPWAY'S TRUCK ACCESSORY WORLD	00563335	IN041341	PARTS - V#3755 WO#155951	Water Utility	1,827.87
2024-09-27	CAMPWAY'S TRUCK ACCESSORY WORLD	00563335	IN041341	PARTS - V#3755 WO#155951	Water Recycling Program	913.93
2024-09-27	CAMPWAY'S TRUCK ACCESSORY WORLD	00563334	IN041245	PARTS - V#3756 WO#155952	Water Utility	1,827.87
2024-09-27	CAMPWAY'S TRUCK ACCESSORY WORLD	00563334	IN041245	LABOR NONTAX -V#3756 WO#155952	Water Utility	180.00
2024-09-27	CAMPWAY'S TRUCK ACCESSORY WORLD	00563334	IN041245	LABOR NONTAX -V#3756 WO#155952	Water Recycling Program	90.00
2024-09-27	CAMPWAY'S TRUCK ACCESSORY WORLD	00563335	IN041341	LABOR NONTAX- V#3755 WO#155951	Sewer Utility	180.00
2024-09-27	CAMPWAY'S TRUCK ACCESSORY WORLD	00563335	IN041341	PARTS - V#3755 WO#155951	Sewer Utility	1,827.87
2024-09-27	CAMPWAY'S TRUCK ACCESSORY WORLD	00563334	IN041245	PARTS - V#3756 WO#155952	Sewer Utility	1,827.87
2024-09-27	CAMPWAY'S TRUCK ACCESSORY WORLD	00563334	IN041245	LABOR NONTAX -V#3756 WO#155952	Sewer Utility	180.00
				Total for Payment No.:		10,039.34

Payment No: 722118

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	BFS-GROUP, LLC	00563606	0018301	PARTS - WO 155682, V3490	Fleet Operation Fund	339.29
2024-09-27	BFS-GROUP, LLC	00563219	0018294	MATERIALS - WO 155730, V3550	Fleet Operation Fund	1,156.73
2024-09-27	BFS-GROUP, LLC	00563219	0018294	SUBLET - WO 155730, V3550	Fleet Operation Fund	3.00
2024-09-27	BFS-GROUP, LLC	00563219	0018294	LABOR - WO 155730, V3550	Fleet Operation Fund	6,322.00
2024-09-27	BFS-GROUP, LLC	00563219	0018294	PARTS - WO 155730, V3550	Fleet Operation Fund	233.93
2024-09-27	BFS-GROUP, LLC	00563606	0018301	MATERIALS - WO 155682, V3490	Fleet Operation Fund	311.01
2024-09-27	BFS-GROUP, LLC	00563606	0018301	SUBLET - WO 155682, V3490	Fleet Operation Fund	3.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	BFS-GROUP, LLC	00563606	0018301	LABOR - WO 155682, V3490	Fleet Operation Fund	1,659.50
				Total for Payment No.:		10,028.46

Payment No: 722379

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	153 CORNERSTONE	00564460	2024-1 SHIN	WATER HEATER, HOME IMPROVEMENT	H.U.D Capital Projects	10,000.00
2024-10-11	153 CORNERSTONE	00564460	2024-1 SHIN	WATER HEATER SHIN 10584	H.U.D Capital Projects	10,000.00
2024-10-11	153 CORNERSTONE	00564460	2024-1 SHIN	WATER HEATER SHIN 10584	H.U.D Capital Projects	-10,000.00
				Total for Payment No.:		10,000.00

Payment No: 031120

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	LPA, INC.	00564879	ARIV1010228	Additional Funds per Amendment	Parks And Recreation	9,956.80
				Total for Payment No.:		9,956.80

Payment No: 031043

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	GRAINGER-SAN JOSE	00564301	9264117269	PARTS - STOCK	Fleet Operation Fund	59.77
2024-10-11	GRAINGER-SAN JOSE	00564417	9265229048	PARTS - SHOP	Fleet Operation Fund	91.34
2024-10-11	GRAINGER-SAN JOSE	00564414	9253925227	VARIOUS TOOLS	General Fund	501.07
2024-10-11	GRAINGER-SAN JOSE	00564439	9262223051	SUPPLIES - STREET	General Fund	303.40
2024-10-11	GRAINGER-SAN JOSE	00564110	9206028889	PARTS	General Fund	50.91
2024-10-11	GRAINGER-SAN JOSE	00564109	9206028897	PARTS	General Fund	104.77
2024-10-11	GRAINGER-SAN JOSE	00564061	9258194019	SUPPLIES-STREET	General Fund	23.44
2024-10-11	GRAINGER-SAN JOSE	00564062	9258194027	SUPPLIES-STREET	General Fund	70.32
				Total for Payment No.:		1,205.02

Payment No: 031133

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	RYAN WRIGHT	00564684	SCPDFD 17	Police Wellness	General Fund	4,853.97
2024-10-18	RYAN WRIGHT	00564684	SCPDFD 17	Fire Wellness	General Fund	4,853.97
				Total for Payment No.:		9,707.94

Payment No: 031005

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	PENINSULA GYMNASTICS	00564168	0045	CHANGE ORDER #4: ADDITIONAL FU	General Fund	9,654.60
				Total for Payment No.:		9,654.60

Payment No: 030896

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	GRAINGER-SAN JOSE	00563236	9237179032	PARTS - SHOP	Fleet Operation Fund	23.18
2024-09-27	GRAINGER-SAN JOSE	00563259	9243247468	PARTS - SHOP	Fleet Operation Fund	12.22
2024-09-27	GRAINGER-SAN JOSE	00563581	9237010187	SUPPLIES-STORM	General Fund	577.22
2024-09-27	GRAINGER-SAN JOSE	00563275	9245684072	PARTS	General Fund	85.61
2024-09-27	GRAINGER-SAN JOSE	00563277	9245684080	PARTS	General Fund	65.32
				Total for Payment No.:		763.55

Payment No: 722275

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	DELL MARKETING LP	00564341	10770897882	Q: 6 STOCK INVENTORY LAPTOPS (	Information Technology Service	7,842.60
2024-10-04	DELL MARKETING LP	00564341	10770897882	Q: 6 STOCK INVENTORY LAPTOPS (	Information Technology Service	1,537.20
				Total for Payment No.:		9,379.80

Payment No: 031007

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	PRISM	00564346	25400931	QRTER PYMT EMP ASSIST B2420	Payroll Liability&ClearingAcct	9,231.08
				Total for Payment No.:		9,231.08

Payment No: 722437

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	ROBERT E. VAN HEUIT	00564522	1120	ADDITIONAL FUNDS PER AMENDMENT	Related Santa Clara Dvlpr Fund	7,200.00
2024-10-11	ROBERT E. VAN HEUIT	00564523	1121	ADDITIONAL FUNDS PER AMENDMENT	Related Santa Clara Dvlpr Fund	2,000.00
				Total for Payment No.:		9,200.00

Payment No: 031085

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	WESTERN STATES OIL CO	00564295	495863	PD MOTORS BATCH ENTRY	Fleet Operation Fund	364.91
2024-10-11	WESTERN STATES OIL CO	00564572	854063	RENEWABLE DIESEL	Fleet Operation Fund	2,080.59
2024-10-11	WESTERN STATES OIL CO	00564569	854061	RENEWABLE DIESEL	Fleet Operation Fund	2,080.59
2024-10-11	WESTERN STATES OIL CO	00564423	496419	PD MOTORS BATCH ENTRY	Fleet Operation Fund	610.68
2024-10-11	WESTERN STATES OIL CO	00564571	854062	RENEWABLE DIESEL	Fleet Operation Fund	2,080.59
2024-10-11	WESTERN STATES OIL CO	00564566	854060	RENEWABLE DIESEL	Fleet Operation Fund	1,955.76
				Total for Payment No.:		9,173.12

Payment No: 031131

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	R3 CONSULTING GROUP, INC.	00564758	123723	FY24/25 NEF COMPL AUD/RT REV	General Fund	8,093.75
2024-10-18	R3 CONSULTING GROUP, INC.	00564758	123723	FY24/25 RATE SET CALC	Solid Waste Program	855.00
				Total for Payment No.:		8,948.75

Payment No: 031121

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	MCCAMPBELL ANALYTICAL INC	00564761	2408488	CHANGE ORDER 1: ADDITIONAL FUN	Water Utility	4,354.00
2024-10-18	MCCAMPBELL ANALYTICAL INC	00564762	2408B81	CHANGE ORDER 1: ADDITIONAL FUN	Water Utility	2,186.00
2024-10-18	MCCAMPBELL ANALYTICAL INC	00564763	2408862	CHANGE ORDER 1: ADDITIONAL FUN	Water Utility	2,186.00
				Total for Payment No.:		8,726.00

Payment No: 722278

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	ED JONES CO INC	00563462	56479	BADGES	General Fund	2,727.55
2024-10-04	ED JONES CO INC	00563462	56479	BADGES	General Fund	5,926.78
				Total for Payment No.:		8,654.33

Payment No: 031089

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	BAY AREA TREE SPECIALISTS	00564596	10050410	TREE PRUNE & REMOVAL	Cemetery	8,567.01
				Total for Payment No.:		8,567.01

Payment No: 030910

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	LEHR	00563721	SI108308	IX50UFX - Whelen, Inner Edge X	Vehicle Replacement Fund	847.90
2024-09-27	LEHR	00563721	SI108308	OELS50 - Whelen, Ion O.E. Lc S	Vehicle Replacement Fund	858.39
2024-09-27	LEHR	00563721	SI108308	OBDCABLE6-2 - Federal Signal,	Vehicle Replacement Fund	163.14
2024-09-27	LEHR	00563260	SI108634	PARTS - STADIUM MULES	S.C.Stadium Authority CIP	6,458.59
2024-09-27	LEHR	00563261	SI108901	PARTS - V3755, 3756	Water Utility	54.51
2024-09-27	LEHR	00563261	SI108901	PARTS - V3755, 3756	Water Recycling	27.26

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					Program	
2024-09-27	LEHR	00563261	SI108901	PARTS - V3755, 3756	Sewer Utility	54.51
				Total for Payment No.:		8,464.30

Payment No: 030874

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	BARRY S MILSTONE	00563923	12242	CHANGE ORDER PER AMENDMENT NO.	Related Santa Clara Dvlpr Fund	8,452.50
				Total for Payment No.:		8,452.50

Payment No: 031109

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	GRANITE CONSTRUCTION CO	00564575	2807168	MAETRIALS-STREET	General Fund	531.70
2024-10-18	GRANITE CONSTRUCTION CO	00564578	2811082	MATERIALS-SGTREET	General Fund	851.06
2024-10-18	GRANITE CONSTRUCTION CO	00564575	2807168	ENVIRONMENTAL FEE	General Fund	15.00
2024-10-18	GRANITE CONSTRUCTION CO	00564576	2807169	MATERIALS-STREET	General Fund	1,506.53
2024-10-18	GRANITE CONSTRUCTION CO	00564576	2807169	ENVIRONMENTAL FEE	General Fund	30.00
2024-10-18	GRANITE CONSTRUCTION CO	00564578	2811082	ENVIRONMENTAL FEE	General Fund	30.00
2024-10-18	GRANITE CONSTRUCTION CO	00564579	2812036	MATERIALS-STREET	General Fund	2,458.40
2024-10-18	GRANITE CONSTRUCTION CO	00564579	2812036	ENVIRONMENTAL FEE	General Fund	30.00
2024-10-18	GRANITE CONSTRUCTION CO	00564573	2807166	MATERIALS-STREET	General Fund	1,626.54
2024-10-18	GRANITE CONSTRUCTION CO	00564573	2807166	ENVIRONMENTAL FEE	General Fund	30.00
2024-10-18	GRANITE CONSTRUCTION CO	00564574	2807167	MATERIALS-STREET	General Fund	1,243.93
2024-10-18	GRANITE CONSTRUCTION CO	00564574	2807167	ENVIRONMENTAL FEE	General Fund	30.00
				Total for Payment No.:		8,383.16

Payment No: 722117

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	BAY CITY BOILER & ENGINEERING	00564000	33226	TRITON	Public Buildings	1,710.00
2024-09-27	BAY CITY BOILER & ENGINEERING	00563720	33167	POLICE	General Fund	1,710.00
2024-09-27	BAY CITY BOILER & ENGINEERING	00563718	33092	FIRE STATION 1 777 BENTON	General Fund	1,710.00
2024-09-27	BAY CITY BOILER & ENGINEERING	00563719	33091	OLD COURTHOUSE	General Fund	1,340.00
2024-09-27	BAY CITY BOILER & ENGINEERING	00564004	33233	CITY HALL - BOILER MAINTENANCE	General Fund	1,710.00
				Total for Payment No.:		8,180.00

Payment No: 722363

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	NV5 INC	00564457	408433	RELATED PH1 ST & UTILITY	Related Santa Clara Dvlpr Fund	8,132.83
				Total for Payment No.:		8,132.83

Payment No: 722470

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	WEST-VALLEY MISSION COMMUNITY	00564771	18705OCT2024	COMMUNITY GRANT 5K MISSION COL	General Fund	8,000.00
				Total for Payment No.:		8,000.00

Payment No: 722457

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	TUCKER CONSTRUCTION	00564743	32649	CITYWIDE FENCE AND REPAIR AND	General Fund	6,087.80
2024-10-11	TUCKER CONSTRUCTION	00564745	32650	CITYWIDE FENCE AND REPAIR AND	General Fund	1,878.48
				Total for Payment No.:		7,966.28

Payment No: 722383

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	AT&T CALNET	00564428	000022343110	STREET DEPT AUTO DIALER	Solid Waste Utility-	30.42

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					Constructi	
2024-10-11	AT&T CALNET	00564429	000022343122	TASMAN GARAGE LANDLINES	General Fund	943.03
2024-10-11	AT&T CALNET	00564427	000022303475	PD DOJ LANDLINE CHARGES	Information Technology Service	286.21
2024-10-11	AT&T CALNET	00564428	000022343110	IT MISC ANALOG LANDLINES	Information Technology Service	6,487.84
2024-10-11	AT&T CALNET	00564428	000022343110	CONVENTION CENTER LANDLINES	Convention Cnt Maintenance Dis	89.71
				Total for Payment No.:		7,837.21

Payment No: 722501

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00565005	9087263	Landscape Maintenance Services	LawrenceStation MaintenanceCFD	7,750.50
				Total for Payment No.:		7,750.50

Payment No: 722558

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	TOWNSEND PUBLIC AFFAIRS INC	00564783	22356	CHANGE ORDER 1: ADDITIONAL FUN	General Fund	7,725.00
				Total for Payment No.:		7,725.00

Payment No: 030948

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	AFSCME COUNCIL 57	00564360	09/01/24-09/28/24	UNION DUES B2419 & B 2420	Payroll Liability&ClearingAcct	7,675.87
				Total for Payment No.:		7,675.87

Payment No: 722153

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	IMPERIAL SPRINKLER SUPPLY	00563622	0014700674-001	SUPPLIES-P&B	General Fund	4,999.04

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	IMPERIAL SPRINKLER SUPPLY	00563623	0017623370-001	SUPPLIES-TREES	General Fund	53.47
2024-09-27	IMPERIAL SPRINKLER SUPPLY	00563620	0016645376-001	SUPPLIES-P&B	General Fund	2,611.32
				Total for Payment No.:		7,663.83

Payment No: 722191

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	TECH LOGIC CORPORATION	00563957	INV21001525	ONE YEAR OF PREVENTATIVE MAINT	General Fund	7,650.00
				Total for Payment No.:		7,650.00

Payment No: 722264

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00564164	9018651	EQUIPMENT AND HYDROGELS	General Fund	4,880.00
2024-10-04	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00564164	9018651	LABOR CHARGES	General Fund	2,720.00
				Total for Payment No.:		7,600.00

Payment No: 722541

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	REED & GRAHAM INC	00564993	089232	COLD MIX & BASE ROCK	Water Utility Construction	52.07
2024-10-18	REED & GRAHAM INC	00564990	092927	COLD MIX & BASE ROCK	Water Utility Construction	818.87
2024-10-18	REED & GRAHAM INC	00564994	091749	COLD MIX & BASE ROCK	Water Utility Construction	1,154.80
2024-10-18	REED & GRAHAM INC	00564996	088874	COLD MIX & BASE ROCK	Water Utility Construction	1,760.25
2024-10-18	REED & GRAHAM INC	00564990	092927	COLD MIX & BASE ROCK	Water Utility	327.56
2024-10-18	REED & GRAHAM INC	00564993	089232	COLD MIX & BASE ROCK	Water Utility	20.83
2024-10-18	REED & GRAHAM INC	00564994	091749	COLD MIX & BASE ROCK	Water Utility	461.93

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	REED & GRAHAM INC	00564996	088874	COLD MIX & BASE ROCK	Water Utility	704.10
2024-10-18	REED & GRAHAM INC	00564990	092927	COLD MIX & BASE ROCK	Sewer Utility	81.89
2024-10-18	REED & GRAHAM INC	00564993	089232	COLD MIX & BASE ROCK	Sewer Utility	5.20
2024-10-18	REED & GRAHAM INC	00564994	091749	COLD MIX & BASE ROCK	Sewer Utility	115.47
2024-10-18	REED & GRAHAM INC	00564996	088874	COLD MIX & BASE ROCK	Sewer Utility	176.03
				Total for Payment No.:		5,679.00

Payment No: 722286

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	HARRELL'S, LLC	00564033	INV01916510	GARLON	Cemetery	336.66
2024-10-04	HARRELL'S, LLC	00564033	INV01916510	TURFLON	Cemetery	154.68
2024-10-04	HARRELL'S, LLC	00564037	INV01915428	SUREGAURD	Cemetery	1,329.85
2024-10-04	HARRELL'S, LLC	00564037	INV01915428	DISMISS	Cemetery	117.24
2024-10-04	HARRELL'S, LLC	00564038	INV01916492	REWARD	Cemetery	267.64
2024-10-04	HARRELL'S, LLC	00564033	INV01916510	LIFELINE	Cemetery	460.35
2024-10-04	HARRELL'S, LLC	00564034	INV01868401	ALGAECIDE	General Fund	1,677.81
2024-10-04	HARRELL'S, LLC	00564034	INV01868401	EUTROSORB	General Fund	1,443.78
2024-10-04	HARRELL'S, LLC	00564035	INV01867814	SUREGAURD	General Fund	1,387.95
2024-10-04	HARRELL'S, LLC	00564036	INV01868403	LIFELINE	General Fund	345.26
				Total for Payment No.:		7,521.22

Payment No: 030870

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	AIR FILTER SUPPLY INC	00563265	I693075	FILTERS	General Fund	190.17
2024-09-27	AIR FILTER SUPPLY INC	00563266	I693359	FILTERS	General Fund	1,588.81
2024-09-27	AIR FILTER SUPPLY INC	00563267	I693364	FILTERS	General Fund	5,139.20
2024-09-27	AIR FILTER SUPPLY INC	00563268	I693371	FILTERS	General Fund	554.96

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		7,473.14

Payment No: 031049

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	ITERIS, INC.	00564728	172822	ADDITIONAL SERVICES.	Streets and Highways Capital F	357.60
2024-10-11	ITERIS, INC.	00564724	172265	AGREEMENT FOR DESIGN PROFESSIO	Streets and Highways Capital F	1,861.46
2024-10-11	ITERIS, INC.	00564724	172265	ADDITIONAL SERVICES.	Streets and Highways Capital F	161.87
2024-10-11	ITERIS, INC.	00564729	173259	AGREEMENT FOR DESIGN PROFESSIO	Streets and Highways Capital F	662.40
2024-10-11	ITERIS, INC.	00564729	173259	ADDITIONAL SERVICES.	Streets and Highways Capital F	57.60
2024-10-11	ITERIS, INC.	00564728	172822	AGREEMENT FOR DESIGN PROFESSIO	Streets and Highways Capital F	4,112.40
				Total for Payment No.:		7,213.33

Payment No: 722530

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	LEADSONLINE	00564406	412797	24-25 CellHawk	General Fund	7,205.00
				Total for Payment No.:		7,205.00

Payment No: 030990

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	INTERSTATE TRAFFIC CONTROL	00563850	265400	SUPPLIES-TRAFFIC	General Fund	7,202.58
				Total for Payment No.:		7,202.58

Payment No: 030969

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	CAPTIVATE BILLING	00564100	SC-2024-08	CAPTIVATE BILLING - AMBULANCE	General Fund	7,099.76

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		7,099.76

Payment No: 031102

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	ELB US INC.	00565136	JC125536	TAXABLE ITEMS FOR NORTHSID	Public Education and Governmnt	4,634.87
2024-10-18	ELB US INC.	00565136	JC125536	NON-TAXABLE ITEMS FOR NORTHSID	Public Education and Governmnt	2,393.33
				Total for Payment No.:		7,028.20

Payment No: 722125

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	CLASSIC GRAPHICS	00563339	49949	LABOR - V#3587 WO#155171	Fleet Operation Fund	2,013.00
2024-09-27	CLASSIC GRAPHICS	00563339	49949	PARTS - V#3587 WO#155171	Fleet Operation Fund	4,933.88
				Total for Payment No.:		6,946.88

Payment No: 003663

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	STATE DISBURSEMENT UNIT	00565200	09/29/24-10/12/24	DD: WAGE ATTACHMENTS B2421	Payroll Liability&ClearingAcct	6,862.67
				Total for Payment No.:		6,862.67

Payment No: 030897

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	GRANITE CONSTRUCTION CO	00563582	2795399	ENVIRONMENTAL FEE	General Fund	30.00
2024-09-27	GRANITE CONSTRUCTION CO	00563583	2797089	MATERIALS-STREET	General Fund	1,132.80
2024-09-27	GRANITE CONSTRUCTION CO	00563583	2797089	ENVIRONMENTAL FEE	General Fund	15.00
2024-09-27	GRANITE CONSTRUCTION CO	00563582	2795399	MATERIALS-STREET	General Fund	1,260.34
2024-09-27	GRANITE CONSTRUCTION CO	00563612	2793548	MATERIALS-STREET	General Fund	2,974.36

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	GRANITE CONSTRUCTION CO	00563612	2793548	ENVIRONMENTAL FEE	General Fund	30.00
2024-09-27	GRANITE CONSTRUCTION CO	00563614	2797756	MATERIALS-STREET	General Fund	1,384.46
2024-09-27	GRANITE CONSTRUCTION CO	00563614	2797756	ENVIRONMENTAL FEE	General Fund	30.00
				Total for Payment No.:		6,856.96

Payment No: 003657

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	STATE DISBURSEMENT UNIT	00564367	09/15/24-09/28/24	DD WAGE ATTACHMENTS B2420	Payroll Liability&ClearingAcct	6,770.37
				Total for Payment No.:		6,770.37

Payment No: 030996

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	LINCOLN AQUATICS	00563755	36140614	MURIATIC ACID	General Fund	1,107.27
2024-10-04	LINCOLN AQUATICS	00563755	36140614	PESTICIDE ASSESSMENT	General Fund	17.19
2024-10-04	LINCOLN AQUATICS	00563756	36135911	FUEL SURCHARGE	General Fund	38.00
2024-10-04	LINCOLN AQUATICS	00563757	36140694	LIQUID CHLORINE	General Fund	741.15
2024-10-04	LINCOLN AQUATICS	00563755	36140614	FUEL SURCHARGE	General Fund	38.00
2024-10-04	LINCOLN AQUATICS	00563756	36135911	MURIATIC ACID	General Fund	633.12
2024-10-04	LINCOLN AQUATICS	00563756	36135911	PESTICIDE ASSESSMENT	General Fund	9.81
2024-10-04	LINCOLN AQUATICS	00563757	36140694	PESTICIDE ASSESSMENT	General Fund	11.31
2024-10-04	LINCOLN AQUATICS	00563757	36140694	FUEL SURCHARGE	General Fund	38.00
2024-10-04	LINCOLN AQUATICS	00563759	36140964	ALGAE OUT	General Fund	588.18
2024-10-04	LINCOLN AQUATICS	00563759	36140964	CHLOR SAVE STABILIZER	General Fund	228.02
2024-10-04	LINCOLN AQUATICS	00564024	36142019	LIQUID CHLORINE	General Fund	1,359.41
2024-10-04	LINCOLN AQUATICS	00564024	36142019	PESTICIDE ASSESSMENT	General Fund	21.16
2024-10-04	LINCOLN AQUATICS	00564024	36142019	FUEL SURCHARGE	General Fund	41.47
2024-10-04	LINCOLN AQUATICS	00564025	36142034	MURIATIC ACID	General Fund	787.06

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	LINCOLN AQUATICS	00564025	36142034	PESTICIDE ASSESSMENT	General Fund	12.26
2024-10-04	LINCOLN AQUATICS	00564025	36142034	FUEL SURCHARGE	General Fund	41.47
2024-10-04	LINCOLN AQUATICS	00564032	36142020	FUEL SURCHARGE	General Fund	38.00
2024-10-04	LINCOLN AQUATICS	00564031	36142035	CHLORINE	General Fund	457.70
2024-10-04	LINCOLN AQUATICS	00564031	36142035	PESTICIDE ASSESSMENT	General Fund	6.96
2024-10-04	LINCOLN AQUATICS	00564031	36142035	FUEL SURCHARGE	General Fund	38.00
2024-10-04	LINCOLN AQUATICS	00564032	36142020	MURIATIC ACID	General Fund	486.35
2024-10-04	LINCOLN AQUATICS	00564032	36142020	PESTICIDE ASSESSMENT	General Fund	7.56
				Total for Payment No.:		6,747.45

Payment No: 722333

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	TRIO COMMUNITY MEALS, LLC	00564028	INV2230052389	SRNUT SEPT 16 WEEK	Park and Rec Opr GrantTst Fund	2,403.40
2024-10-04	TRIO COMMUNITY MEALS, LLC	00559451	INV2230048135	SRNUT JUNE 24 WEEK	Park and Rec Opr GrantTst Fund	2,446.10
2024-10-04	TRIO COMMUNITY MEALS, LLC	00559544	INV2230048367	SRNUT JULY 1 WEEK	Park and Rec Opr GrantTst Fund	1,830.00
				Total for Payment No.:		6,679.50

Payment No: 031044

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	GRANITE CONSTRUCTION CO	00564074	2801403	MATERIALS-STREET	General Fund	259.52
2024-10-11	GRANITE CONSTRUCTION CO	00564074	2801403	ENVIRONMENTAL FEE	General Fund	16.37
2024-10-11	GRANITE CONSTRUCTION CO	00564075	2802359	MATERIALS-STREET	General Fund	6,173.02
2024-10-11	GRANITE CONSTRUCTION CO	00564075	2802359	ENVIRONMENTAL FEE	General Fund	65.48
				Total for Payment No.:		6,514.39

Payment No: 722533

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	NOR-CAL OVERHEAD INC	00565086	27287850	AS-NEEDED APPARATUS DOOR REPAI	General Fund	195.00
2024-10-18	NOR-CAL OVERHEAD INC	00565086	27287850	AS-NEEDED APPARATUS DOOR REPAI	General Fund	114.58
2024-10-18	NOR-CAL OVERHEAD INC	00565095	37545977	AS-NEEDED APPARATUS DOOR REPAI	General Fund	525.00
2024-10-18	NOR-CAL OVERHEAD INC	00565091	34027559	AS-NEEDED APPARATUS DOOR REPAI	General Fund	1,305.00
2024-10-18	NOR-CAL OVERHEAD INC	00565091	34027559	AS-NEEDED APPARATUS DOOR REPAI	General Fund	545.63
2024-10-18	NOR-CAL OVERHEAD INC	00565084	26274982	AS-NEEDED APPARATUS DOOR REPAI	General Fund	1,915.00
2024-10-18	NOR-CAL OVERHEAD INC	00565084	26274982	AS-NEEDED APPARATUS DOOR REPAI	General Fund	1,897.79
				Total for Payment No.:		6,498.00

Payment No: 722415

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	LIEBERT CASSIDY WHITMORE	00564113	270393	LATE FEE	General Fund	100.00
2024-10-11	LIEBERT CASSIDY WHITMORE	00564113	270393	FY 24-25 Consortium Membership	General Fund	5,355.00
2024-10-11	LIEBERT CASSIDY WHITMORE	00564474	265456	CHANGE ORDER #3: ADDITIONAL FU	General Fund	913.00
				Total for Payment No.:		6,368.00

Payment No: 722519

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	FIRST SHIELD SECURITY AND	00564776	5451	SECURITY GUARD SERVICES CENTRA	General Fund	6,324.00
				Total for Payment No.:		6,324.00

Payment No: 030962

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	ALLIANT INSURANCE SVCS INC	00564112	2768382	Safety Consulting Services	General Fund	6,300.00
				Total for Payment No.:		6,300.00

Payment No: 722372

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	O'DELL ENGINEERING	00564713	1240902503	Task 2.9 PRC Review Meeting #2	Parks And Recreation	442.40
2024-10-11	O'DELL ENGINEERING	00564713	1240902503	Prepare Plans, Specifications	Parks And Recreation	4,842.20
2024-10-11	O'DELL ENGINEERING	00564714	1240802329	Prepare Plans, Specifications	Parks And Recreation	990.00
				Total for Payment No.:		6,274.60

Payment No: 722302

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	ML IVERSON ASSOCIATES LLC	00564165	40828JUN2024	RISK ASSESSMENT, INSPECTION AN	General Fund	6,100.00
				Total for Payment No.:		6,100.00

Payment No: 722196

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	TRIO COMMUNITY MEALS, LLC	00563258	INV2230051622	SRNUT SEPT 3 WEEK	Park and Rec Opr GrantTst Fund	1,769.00
2024-09-27	TRIO COMMUNITY MEALS, LLC	00563488	INV2230052209	SRNUT SEPTEMBER 10 WEEK	Park and Rec Opr GrantTst Fund	1,787.30
2024-09-27	TRIO COMMUNITY MEALS, LLC	00563257	INV2230051268	SRNUT AUGUST 26 WEEK	Park and Rec Opr GrantTst Fund	2,519.30
				Total for Payment No.:		6,075.60

Payment No: 030928

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	STAPLES ADVANTAGE	00563829	7002034377-AUTO	OFFICE SUPPLIES	Fleet Operation Fund	250.73
2024-09-27	STAPLES ADVANTAGE	00563830	7002034377-BLDGINSP	OFFICE SUPPLIES	Building New Dvlpmnt	516.43

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					Srvc Fee	
2024-09-27	STAPLES ADVANTAGE	00563832	7002034377-CMO	OFFICE SUPPLIES	General Fund	156.08
2024-09-27	STAPLES ADVANTAGE	00563833	7002034377-ENG	OFFICE SUPPLIES	General Fund	228.79
2024-09-27	STAPLES ADVANTAGE	00563834	7002034377-FIRE	OFFICE SUPPLIES	General Fund	44.90
2024-09-27	STAPLES ADVANTAGE	00563835	7002034377-LIBRARY	OFFICE SUPPLIES	General Fund	3,704.84
2024-09-27	STAPLES ADVANTAGE	00563836	7002034377-PARKCH	OFFICE SUPPLIES	General Fund	35.48
2024-09-27	STAPLES ADVANTAGE	00563837	7002034377-PARK CRC	OFFICE SUPPLIES	General Fund	482.04
2024-09-27	STAPLES ADVANTAGE	00563838	7002034377-POLICEDET	OFFICE SUPPLIES	General Fund	55.94
2024-09-27	STAPLES ADVANTAGE	00563839	7002034377-POLICESVC	OFFICE SUPPLIES	General Fund	108.67
2024-09-27	STAPLES ADVANTAGE	00563831	7002034377-BLDGMTCE	OFFICE SUPPLIES	General Fund	230.74
2024-09-27	STAPLES ADVANTAGE	00563831	7002034377-BLDGMTCE	OFFICE SUPPLIES	General Fund	83.43
2024-09-27	STAPLES ADVANTAGE	00563840	7002034377-WATER	OFFICE SUPPLIES	Water Utility	60.01
2024-09-27	STAPLES ADVANTAGE	00563840	7002034377-WATER	OFFICE SUPPLIES	Sewer Utility	60.01
				Total for Payment No.:		6,018.09

Payment No: 031115

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	LEHR	00564974	SI109887	AWD-7040 - Ace K9 Watchdog Sys	Vehicle Replacement Fund	981.04
2024-10-18	LEHR	00564974	SI109887	SHPPING CHARGES	Vehicle Replacement Fund	14.95
2024-10-18	LEHR	00564974	SI109887	B-BOM560-CC - Intrmotive, Blac	Vehicle Replacement Fund	533.78
2024-10-18	LEHR	00564974	SI109887	HP5020B - Ace K9 Hot-N-Pop Pro	Vehicle Replacement Fund	1,635.79
2024-10-18	LEHR	00564717	SI109957	PARTS - ACQ STOCK	Vehicle Replacement Fund	2,550.30
				Total for Payment No.:		5,715.86

Payment No: 030957

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	TRUSTMARK VOLUNTARY BENEFIT	00564347	08/18/24-09/14/24	LONG TERM CARE PREMS B2418 &19	Payroll Liability&ClearingAcct	5,690.72
				Total for Payment No.:		5,690.72

Payment No: 722151

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	HEXAGON TRANSPORTATION	00563780	17609	TDM Monitoring & Admin Program	General Government - Other	5,653.90
				Total for Payment No.:		5,653.90

Payment No: 722168

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	NEW IMAGE LANDSCAPE COMPANY	00563624	148103	CSC LNDSCPE MNTCE AUGUST2024	General Fund	5,622.26
				Total for Payment No.:		5,622.26

Payment No: 030913

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	MT TIRE SERVICE, LLC	00563773	32134	CA TIRE TAX	Fleet Operation Fund	7.00
2024-09-27	MT TIRE SERVICE, LLC	00563774	32581	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	120.00
2024-09-27	MT TIRE SERVICE, LLC	00563775	32195	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	35.00
2024-09-27	MT TIRE SERVICE, LLC	00563771	32453	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	60.00
2024-09-27	MT TIRE SERVICE, LLC	00563768	32460	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	120.00
2024-09-27	MT TIRE SERVICE, LLC	00563769	32457	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	50.00
2024-09-27	MT TIRE SERVICE, LLC	00563770	32445	TIRES	Fleet Operation Fund	1,591.04
2024-09-27	MT TIRE SERVICE, LLC	00563772	32215	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	105.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	MT TIRE SERVICE, LLC	00563773	32134	TIRES	Fleet Operation Fund	593.64
2024-09-27	MT TIRE SERVICE, LLC	00563770	32445	CA TIRE TAX	Fleet Operation Fund	3.50
2024-09-27	MT TIRE SERVICE, LLC	00563870	32214	TIRES	Fleet Operation Fund	973.15
2024-09-27	MT TIRE SERVICE, LLC	00563870	32214	CA TIRE TAX	Fleet Operation Fund	3.50
2024-09-27	MT TIRE SERVICE, LLC	00563869	32580	TIRES	Fleet Operation Fund	1,931.51
2024-09-27	MT TIRE SERVICE, LLC	00563869	32580	CA TIRE TAX	Fleet Operation Fund	1.75
				Total for Payment No.:		5,595.09

Payment No: 722543

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	SALAS O'BRIEN ENGINEERS, INC.	00564798	102408090	CITYWIDE EMERGENCY GENERATORS	Public Buildings	5,557.50
				Total for Payment No.:		5,557.50

Payment No: 030941

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	UNIVERSAL SITE SERVICES	00563717	128828	SCHEDULED SWEEPING SERVICES FO	Convention Cnt Maintenance Dis	5,503.18
				Total for Payment No.:		5,503.18

Payment No: 031067

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	[redacted]	00564476	567995	LEGAL SERVICES - [redacted]	[redacted]	[redacted]
				Total for Payment No.:		5,345.45

Payment No: 722386

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00564667	9075304	TRACE CABLES	Cemetery	1,500.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00564667	9075304	LABOR FOR REPAIR	Cemetery	3,750.00
				Total for Payment No.:		5,250.00

Payment No: 030924

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	RYAN WRIGHT	00563429	SCPDFD 16	Wellness PD	General Fund	2,541.56
2024-09-27	RYAN WRIGHT	00563429	SCPDFD 16	Wellness Fire	General Fund	2,541.56
				Total for Payment No.:		5,083.12

Payment No: 031028

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	BARONFELD CONSULTING GROUP LLC	00564630	1040	SALES SUPPORT SEPT2024	Deposit Funds.	5,040.00
				Total for Payment No.:		5,040.00

Payment No: 722538

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	PITNEY BOWES	00564919	8977OCT2024	POSTAGE CHARGES	General Fund	5,031.25
				Total for Payment No.:		5,031.25

Payment No: 722288

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	HEALTHINVEST HRA	00564118	32307AUG2024	July 2024 Admin Fee	General Fund	2,500.00
2024-10-04	HEALTHINVEST HRA	00564119	32307SEP2024	Aug 2024 Admin Fee	General Fund	2,500.00
				Total for Payment No.:		5,000.00

Payment No: 722485

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	ROBERT A BOTHMAN CONSTRUCTION	00564945	23-007-18	CONTINGENCY.	Parks And Recreation	5,053.69
2024-10-18	ROBERT A BOTHMAN CONSTRUCTION	00564945	23-007-18	Retention	Parks And Recreation	-252.69
				Total for Payment No.:		4,801.00

Payment No: 722396

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	ENNIS-FLINT INC	00564060	285959	SUPPLIES-TRAFFIC	General Fund	4,774.28
				Total for Payment No.:		4,774.28

Payment No: 722385

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	BAY PRO	00564748	21355	LANDSCAPE MAINTENANCE AT WATER	Water Utility	1,400.00
2024-10-11	BAY PRO	00564746	21350	LANDSCAPE MAINTENANCE AT WATER	Water Utility	3,355.00
				Total for Payment No.:		4,755.00

Payment No: 722555

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	SUPERCO SPECIALTY PRODUCTS	00564533	PSI572679	CLEANING SUPPLIES	General Fund	4,720.15
				Total for Payment No.:		4,720.15

Payment No: 722338

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	UNITED RENTALS (NORTH AMERICA)	00564084	238982630-001	ENHANCED PORTABLE RESTROOM	Solid Waste Program	10.91
2024-10-04	UNITED RENTALS (NORTH AMERICA)	00564084	238982630-001	SERVICE ENH/DLX RSTRM 2X WEEKL	Solid Waste Program	428.00
2024-10-04	UNITED RENTALS (NORTH	00564084	238982630-001	TOILET SINGLE MOUNT TRAILER KI	Solid Waste Program	90.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	AMERICA)					
2024-10-04	UNITED RENTALS (NORTH AMERICA)	00564084	238982630-001	4 X 4 CONTAINMENT TRAY-RESTROO	Solid Waste Program	65.48
2024-10-04	UNITED RENTALS (NORTH AMERICA)	00564084	238982630-001	CA PERSONAL PROP TAX REIMB CHA	Solid Waste Program	1.31
2024-10-04	UNITED RENTALS (NORTH AMERICA)	00564084	238982630-001	DELIVERY CHARGE	Solid Waste Program	98.21
2024-10-04	UNITED RENTALS (NORTH AMERICA)	00564084	238982630-001	PICKUP CHARGE	Solid Waste Program	98.21
2024-10-04	UNITED RENTALS (NORTH AMERICA)	00564223	239430376-001	LOADER WHEEL 2.5-2.9 CUBIC YAR	Solid Waste Program	583.82
2024-10-04	UNITED RENTALS (NORTH AMERICA)	00564223	239430376-001	CA PERSONAL PROP TAX REIMB CHA	Solid Waste Program	4.38
2024-10-04	UNITED RENTALS (NORTH AMERICA)	00564222	239430733-001	FORKLIFT WHSE 8000# GAS/LP	Solid Waste Program	2,106.95
2024-10-04	UNITED RENTALS (NORTH AMERICA)	00564222	239430733-001	TANK FUEL DOUBLE WALL 500-660	Solid Waste Program	686.45
2024-10-04	UNITED RENTALS (NORTH AMERICA)	00564222	239430733-001	CA PERSONAL PROP TAX REIMB CHA	Solid Waste Program	15.80
2024-10-04	UNITED RENTALS (NORTH AMERICA)	00564222	239430733-001	DELIVERY CHARGES (10)	Solid Waste Program	214.07
2024-10-04	UNITED RENTALS (NORTH AMERICA)	00564222	239430733-001	PICK UP CHARGES (10)	Solid Waste Program	196.17
				Total for Payment No.:		4,599.76

Payment No: 722162

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	MEMORIAL IMPRESSIONS INC.	00563554	27164	INSCTIPTIONS/INSTALLATION SERV	Cemetery	1,391.00
2024-09-27	MEMORIAL IMPRESSIONS INC.	00563555	27168	INSCRIPTION/INSTALLATION SERV	Cemetery	3,183.00
				Total for Payment No.:		4,574.00

Payment No: 722344

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	WINDSTREAM	00563909	76653215	VOIP PHONE SERVICES	Information Technology Service	4,466.91
				Total for Payment No.:		4,466.91

Payment No: 722395

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	DANA SAFETY SUPPLY, INC	00564413	930019	NON TAXABLE	Vehicle Replacement Fund	179.20
2024-10-11	DANA SAFETY SUPPLY, INC	00564413	930019	PARTS - V3749	Vehicle Replacement Fund	4,287.70
				Total for Payment No.:		4,466.90

Payment No: 722438

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	ROYAL BRASS INC	00564250	00343737	PARTS - V3119	Fleet Operation Fund	3,932.08
2024-10-11	ROYAL BRASS INC	00564248	00343281	PARTS - V3253	Fleet Operation Fund	81.51
2024-10-11	ROYAL BRASS INC	00564246	00331644	PARTS - CUC	Solid Waste Program	173.87
2024-10-11	ROYAL BRASS INC	00564247	00331824	PARTS - CUC	Solid Waste Program	235.73
				Total for Payment No.:		4,423.19

Payment No: 030968

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	BOUND TREE MEDICAL LLC	00564098	85485388	EMS SUPPLIES FY23-24 NONTAX	General Fund	124.60
2024-10-04	BOUND TREE MEDICAL LLC	00564096	85490247	BOUDNTREE EMS SUPPLIES FY23-24	General Fund	311.98
2024-10-04	BOUND TREE MEDICAL LLC	00564097	85486804	BOUDNTREE EMS SUPPLIES FY23-24	General Fund	41.61
2024-10-04	BOUND TREE MEDICAL LLC	00564098	85485388	BOUDNTREE EMS SUPPLIES FY23-24	General Fund	180.83
2024-10-04	BOUND TREE MEDICAL LLC	00564099	85490246	BOUDNTREE EMS SUPPLIES FY23-24	General Fund	2,322.83

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	BOUND TREE MEDICAL LLC	00564280	85493488	BOUDNTREE EMS SUPPLIES FY23-24	General Fund	1,378.67
				Total for Payment No.:		4,360.52

Payment No: 722225

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	MONTEREY COUNTY	00563598	2775	bomb squad dep non-NFL 071724	General Fund	1,909.20
2024-10-04	MONTEREY COUNTY	00563598	2775	bomb squad dep non-NFL 072724	General Fund	2,449.90
				Total for Payment No.:		4,359.10

Payment No: 722310

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	PESTMASTER SERVICES L.P.	00563728	448651	CEMETRY	Cemetery	61.54
2024-10-04	PESTMASTER SERVICES L.P.	00563728	448651	HARRIS LASS	Public Buildings	30.77
2024-10-04	PESTMASTER SERVICES L.P.	00563728	448651	HEADEN INMAN	Public Buildings	61.54
2024-10-04	PESTMASTER SERVICES L.P.	00563728	448651	JAMISON BROWN	Public Buildings	61.54
2024-10-04	PESTMASTER SERVICES L.P.	00563728	448651	TRITON	Public Buildings	30.77
2024-10-04	PESTMASTER SERVICES L.P.	00563728	448651	HEART OF VALLE	Public Buildings	61.54
2024-10-04	PESTMASTER SERVICES L.P.	00563728	448651	PD	General Fund	184.62
2024-10-04	PESTMASTER SERVICES L.P.	00563728	448651	NORTHSIDE LIB	General Fund	123.08
2024-10-04	PESTMASTER SERVICES L.P.	00563728	448651	STREETS	General Fund	61.54
2024-10-04	PESTMASTER SERVICES L.P.	00563728	448651	FIRE	General Fund	984.64
2024-10-04	PESTMASTER SERVICES L.P.	00563728	448651	CENTRAL LIB	General Fund	184.62
2024-10-04	PESTMASTER SERVICES L.P.	00563728	448651	BUILD MTCE	General Fund	369.24
2024-10-04	PESTMASTER SERVICES L.P.	00563728	448651	BERRYESSA ADOBE	General Fund	30.77
2024-10-04	PESTMASTER SERVICES L.P.	00563728	448651	MISSION LIB	General Fund	61.54
2024-10-04	PESTMASTER SERVICES L.P.	00563728	448651	PARKS	General Fund	892.33
2024-10-04	PESTMASTER SERVICES L.P.	00563728	448651	COMM SHOP	General Fund	30.77

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	PESTMASTER SERVICES L.P.	00563728	448651	PURCHASING WAREHOUSE	General Fund	61.54
2024-10-04	PESTMASTER SERVICES L.P.	00563728	448651	EOC	General Fund	123.08
2024-10-04	PESTMASTER SERVICES L.P.	00563728	448651	TASMAN	General Fund	184.62
2024-10-04	PESTMASTER SERVICES L.P.	00563728	448651	COMMUNITY DEV	General Fund	61.54
2024-10-04	PESTMASTER SERVICES L.P.	00563728	448651	MARSALLI BLD	General Fund	184.62
2024-10-04	PESTMASTER SERVICES L.P.	00563728	448651	MORSE MANSION	General Government - Other	123.08
2024-10-04	PESTMASTER SERVICES L.P.	00563728	448651	SCCC	Convention Cnt Maintenance Dis	184.62
				Total for Payment No.:		4,153.95

Payment No: 030980

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	GARDENLAND POWER EQUIPMENT	00564023	1125956	PREMIX	Cemetery	318.25
2024-10-04	GARDENLAND POWER EQUIPMENT	00564021	1125941	POWERTOOL ATTTACHMENTS	General Fund	2,438.24
2024-10-04	GARDENLAND POWER EQUIPMENT	00564022	1125951	POWER TOOLS & ACCESSORIES	General Fund	1,143.65
2024-10-04	GARDENLAND POWER EQUIPMENT	00564023	1125956	BATTERY SPRAYER	General Fund	418.35
				Total for Payment No.:		4,318.49

Payment No: 030906

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	JAVELCO EQUIPMENT SVC INC	00563824	61630	SPARK PLUG	Water Utility	8.58
2024-09-27	JAVELCO EQUIPMENT SVC INC	00563824	61630	CARBURETOR	Water Utility	123.92
2024-09-27	JAVELCO EQUIPMENT SVC INC	00563824	61630	PRIMAR ELEMENT MTX-70	Water Utility	49.65
2024-09-27	JAVELCO EQUIPMENT SVC INC	00563824	61630	SECONDARY ELEMENT MTX-70	Water Utility	106.67
2024-09-27	JAVELCO EQUIPMENT SVC INC	00563824	61630	GASKET	Water Utility	2.24
2024-09-27	JAVELCO EQUIPMENT SVC INC	00563824	61630	GASKET, AIR CLEANER	Water Utility	2.98
2024-09-27	JAVELCO EQUIPMENT SVC INC	00563824	61630	FILTER, FUEL	Water Utility	21.66

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	JAVELCO EQUIPMENT SVC INC	00563824	61630	SCREW, RECOIL STARTER	Water Utility	15.65
2024-09-27	JAVELCO EQUIPMENT SVC INC	00563824	61630	QUART OF OIL	Water Utility	11.05
2024-09-27	JAVELCO EQUIPMENT SVC INC	00563824	61630	EPA RECYCLE, OIL, QUARTS	Water Utility	1.23
2024-09-27	JAVELCO EQUIPMENT SVC INC	00563824	61630	19610-Z4E-S30ZA FAN COVER/BLOW	Water Utility	87.39
2024-09-27	JAVELCO EQUIPMENT SVC INC	00563824	61630	SHOP LABOR	Water Utility	560.00
				Total for Payment No.:		991.02

Payment No: 722190

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	SUNNYVALE FORD	00563440	244501	PARTS - ACQ STOCK	Vehicle Replacement Fund	1,689.60
2024-09-27	SUNNYVALE FORD	00563634	244726	PARTS - V3654	Vehicle Replacement Fund	553.43
2024-09-27	SUNNYVALE FORD	00563280	244405	PARTS - STOCK	Fleet Operation Fund	188.22
2024-09-27	SUNNYVALE FORD	00563242	243983	PARTS - V3528	Fleet Operation Fund	55.47
2024-09-27	SUNNYVALE FORD	00563241	244080	PARTS - STOCK	Fleet Operation Fund	735.39
2024-09-27	SUNNYVALE FORD	00563635	244414	PARTS - V3677	Fleet Operation Fund	60.63
2024-09-27	SUNNYVALE FORD	00563633	244724	PARTS - STOCK	Fleet Operation Fund	380.08
2024-09-27	SUNNYVALE FORD	00563449	244552	PARTS -V3015	Fleet Operation Fund	247.48
2024-09-27	SUNNYVALE FORD	00563443	244528	PARTS - V3015	Fleet Operation Fund	203.55
				Total for Payment No.:		4,113.85

Payment No: 722442

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	SANTA CLARA CO SOCIAL SVC AGCY	00564466	2457SEP2024	JULY 2024 SENIOR NUTRITION	Deposit Funds.	2,661.00
2024-10-11	SANTA CLARA CO SOCIAL SVC AGCY	00564468	2457SEP2024A	AUG 2024 SENIOR NUTRITION	Deposit Funds.	1,392.00
				Total for Payment No.:		4,053.00

Payment No: 722443

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	SANTA CLARA CONVENTION CENTER	00564527	0000722-IN	FY24-25 IST INSTALLMENT RENTAL	Deposit Funds.	4,050.00
				Total for Payment No.:		4,050.00

Payment No: 722557

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	THOMSON REUTERS WEST	00564997	850913921	LEGAL REFERENCES SEPT 24	General Fund	1,305.14
2024-10-18	THOMSON REUTERS WEST	00565000	850913922	LEGAL REFERENCES SEPT 2024	General Fund	608.91
2024-10-18	THOMSON REUTERS WEST	00564998	850822246	ONLINE LEGAL DATABASE SEPT 24	General Fund	2,130.56
				Total for Payment No.:		4,044.61

Payment No: 722280

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	FAST UNDERCAR SANTA CLARA	00564210	825264	PARTS - V#3176	Fleet Operation Fund	140.23
2024-10-04	FAST UNDERCAR SANTA CLARA	00564211	825951	PARTS - CREDIT	Fleet Operation Fund	-119.19
2024-10-04	FAST UNDERCAR SANTA CLARA	00564213	826364	PARTS - V#3575	Fleet Operation Fund	328.50
2024-10-04	FAST UNDERCAR SANTA CLARA	00564214	826678	PARTS - STOCK	Fleet Operation Fund	26.57
2024-10-04	FAST UNDERCAR SANTA CLARA	00564215	826702	PARTS - STOCK	Fleet Operation Fund	368.94
2024-10-04	FAST UNDERCAR SANTA CLARA	00564215	826702	CA BATTERY FEE	Fleet Operation Fund	2.00
2024-10-04	FAST UNDERCAR SANTA CLARA	00564207	823874	PARTS - V#0445	Fleet Operation Fund	56.75
2024-10-04	FAST UNDERCAR SANTA CLARA	00564207	823874	CA BATTERY FEE	Fleet Operation Fund	2.00
2024-10-04	FAST UNDERCAR SANTA CLARA	00564208	824319	PARTS - V#3378	Fleet Operation Fund	123.88
2024-10-04	FAST UNDERCAR SANTA CLARA	00564208	824319	CA BATTERY FEE	Fleet Operation Fund	2.00
2024-10-04	FAST UNDERCAR SANTA CLARA	00564209	824321	PARTS - V#1636	Fleet Operation Fund	56.75
2024-10-04	FAST UNDERCAR SANTA CLARA	00564209	824321	CA BATTERY FEE	Fleet Operation Fund	2.00
2024-10-04	FAST UNDERCAR SANTA CLARA	00564204	823232	PARTS - STOCK	Fleet Operation Fund	2,966.14
2024-10-04	FAST UNDERCAR SANTA CLARA	00564204	823232	BATTERY FEE	Fleet Operation Fund	20.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	FAST UNDERCAR SANTA CLARA	00564205	823557	PARTS - STOCK	Fleet Operation Fund	181.80
2024-10-04	FAST UNDERCAR SANTA CLARA	00564205	823557	CA BATTERY FEE	Fleet Operation Fund	2.00
2024-10-04	FAST UNDERCAR SANTA CLARA	00564206	823701	PARTS - CREDIT	Fleet Operation Fund	-191.62
				Total for Payment No.:		3,968.75

Payment No: 722137

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	FARALLON CONSULTING	00563792	0053648	AGREEMENT FOR HAZARDOUS SUBSTA	Public Buildings	3,876.20
				Total for Payment No.:		3,876.20

Payment No: 031112

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	INGRAM LIBRARY SERVICES INC	00564509	83981461	1241/1233/1236 AD BK	General Fund	185.10
2024-10-18	INGRAM LIBRARY SERVICES INC	00564509	83981461	1231/1233/1235/1236 JUV BK	General Fund	3,041.64
2024-10-18	INGRAM LIBRARY SERVICES INC	00564509	83981461	1232/1235 YA BK	General Fund	636.46
				Total for Payment No.:		3,863.20

Payment No: 003651

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-30	CAL PERS - PO BOX 1982	00564082	12/25/22-07/20/24	EMPLOYER/EMPLOYEE DED 05634	Payroll Liability&ClearingAcct	2,420.20
2024-09-30	CAL PERS - PO BOX 1982	00564082	12/25/22-07/20/24	EMPLOYER/EMPLOYEE DED 05634	Payroll Liability&ClearingAcct	1,434.18
				Total for Payment No.:		3,854.38

Payment No: 031064

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	MT TIRE SERVICE, LLC	00564647	32825	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	120.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	MT TIRE SERVICE, LLC	00564648	32824	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	15.00
2024-10-11	MT TIRE SERVICE, LLC	00564649	32822	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	25.00
2024-10-11	MT TIRE SERVICE, LLC	00564651	32400	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	120.00
2024-10-11	MT TIRE SERVICE, LLC	00564652	32702	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	70.00
2024-10-11	MT TIRE SERVICE, LLC	00564494	32668	CA TIRE TAX	Fleet Operation Fund	1.75
2024-10-11	MT TIRE SERVICE, LLC	00564495	32676	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	120.00
2024-10-11	MT TIRE SERVICE, LLC	00564496	32812	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	25.00
2024-10-11	MT TIRE SERVICE, LLC	00564497	32813	TIRES	Fleet Operation Fund	213.89
2024-10-11	MT TIRE SERVICE, LLC	00564497	32813	CA TIRE TAX	Fleet Operation Fund	1.75
2024-10-11	MT TIRE SERVICE, LLC	00564489	32474	CA TIRE TAX	Fleet Operation Fund	3.50
2024-10-11	MT TIRE SERVICE, LLC	00564492	32646	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	120.00
2024-10-11	MT TIRE SERVICE, LLC	00564493	32667	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	35.00
2024-10-11	MT TIRE SERVICE, LLC	00564490	32587	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	140.00
2024-10-11	MT TIRE SERVICE, LLC	00564494	32668	TIRES	Fleet Operation Fund	97.12
2024-10-11	MT TIRE SERVICE, LLC	00564491	32645	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	30.00
2024-10-11	MT TIRE SERVICE, LLC	00564486	32385	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	140.00
2024-10-11	MT TIRE SERVICE, LLC	00564486	32385	TIRES	Fleet Operation Fund	7.64
2024-10-11	MT TIRE SERVICE, LLC	00564487	32473	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	50.00
2024-10-11	MT TIRE SERVICE, LLC	00564488	32534	TIRES	Fleet Operation Fund	325.19
2024-10-11	MT TIRE SERVICE, LLC	00564488	32534	CA TIRE TAX	Fleet Operation Fund	1.75

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	MT TIRE SERVICE, LLC	00564489	32474	TIRES	Fleet Operation Fund	248.81
2024-10-11	MT TIRE SERVICE, LLC	00564480	32152	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	120.00
2024-10-11	MT TIRE SERVICE, LLC	00564481	32153	TIRES	Fleet Operation Fund	323.01
2024-10-11	MT TIRE SERVICE, LLC	00564481	32153	CA TIRE TAX	Fleet Operation Fund	3.50
2024-10-11	MT TIRE SERVICE, LLC	00564483	32433	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	140.00
2024-10-11	MT TIRE SERVICE, LLC	00564484	32367	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	225.00
2024-10-11	MT TIRE SERVICE, LLC	00564485	32469	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	120.00
2024-10-11	MT TIRE SERVICE, LLC	00564478	32150	TIRES	Fleet Operation Fund	676.58
2024-10-11	MT TIRE SERVICE, LLC	00564478	32150	CA TIRE TAX	Fleet Operation Fund	7.00
2024-10-11	MT TIRE SERVICE, LLC	00564482	32174	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	225.00
2024-10-11	MT TIRE SERVICE, LLC	00564479	32151	TIRE MAINTENANCE AND REPAIR SE	Fleet Operation Fund	100.00
				Total for Payment No.:		3,851.49

Payment No: 722178

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	SANTA CLARA LIGHTING, INC.	00563288	32473	STOCK	General Fund	109.67
2024-09-27	SANTA CLARA LIGHTING, INC.	00563289	32323	STREET	General Fund	106.40
2024-09-27	SANTA CLARA LIGHTING, INC.	00563290	32696	CENTRAL LIB	General Fund	431.48
2024-09-27	SANTA CLARA LIGHTING, INC.	00563291	32496	STOCK	General Fund	182.02
2024-09-27	SANTA CLARA LIGHTING, INC.	00563292	32472	TEEN CENTER	General Fund	228.84
2024-09-27	SANTA CLARA LIGHTING, INC.	00563293	28676	PARKS	General Fund	234.49
2024-09-27	SANTA CLARA LIGHTING, INC.	00563294	32649	SENIOR CENTER	General Fund	43.60
2024-09-27	SANTA CLARA LIGHTING, INC.	00563295	32563	BERMAN	General Fund	125.67
2024-09-27	SANTA CLARA LIGHTING, INC.	00563296	32536	CENTRAL LIB	General Fund	1,181.50

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	SANTA CLARA LIGHTING, INC.	00563297	32583	PD	General Fund	109.67
2024-09-27	SANTA CLARA LIGHTING, INC.	00563298	28653	STOCK	General Fund	109.67
2024-09-27	SANTA CLARA LIGHTING, INC.	00563299	32743	STOCK	General Fund	109.67
2024-09-27	SANTA CLARA LIGHTING, INC.	00563300	32775	CENTRAL LIB	General Fund	734.54
2024-09-27	SANTA CLARA LIGHTING, INC.	00563301	32796	FS 2	General Fund	119.93
2024-09-27	SANTA CLARA LIGHTING, INC.	00563302	32778	STOCK	General Fund	16.91
				Total for Payment No.:		3,844.06

Payment No: 030891

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	GATES & ASSOC	00563874	58170	WESTWOOD OAKS PLAYGROUND REHAB	Parks And Recreation	3,440.80
2024-09-27	GATES & ASSOC	00563874	58170	ADDITIONAL SERVICES.	Parks And Recreation	378.00
				Total for Payment No.:		3,818.80

Payment No: 722412

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	KNOWLAND GROUP, LLC	00564629	00303838	QRTER BILLING OCT-DEC2024	Deposit Funds.	3,810.00
				Total for Payment No.:		3,810.00

Payment No: 722166

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	NATIONAL TESTING NETWORK, INC	00563468	16327	NTN MEMBERSHIP	General Fund	3,750.00
				Total for Payment No.:		3,750.00

Payment No: 722548

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	SANTA CLARA WEEKLY	00564788	1246976	MISSION POINT PC 10/9/24	General Fund	1,608.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	SANTA CLARA WEEKLY	00564782	1246967	LEGAL NOTICE ORDINANCE NO 2071	General Fund	696.00
2024-10-18	SANTA CLARA WEEKLY	00564789	1246975	3108-3118 MCKINLEY DR PC 10/9	General Fund	1,440.00
				Total for Payment No.:		3,744.00

Payment No: 722181

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	SMART CITY NETWORKS, L.P.	00563931	070-101-06-2024	2 DELL LAPTOPS & DOCK STATIONS	Deposit Funds.	3,740.13
				Total for Payment No.:		3,740.13

Payment No: 722084

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	BKF ENGINEERS	00563803	24070301	ANNA DRIVE NEIGHBORHOOD FLOOD	Storm Drain	3,711.00
				Total for Payment No.:		3,711.00

Payment No: 722462

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	VERIZON WIRELESS	00564379	9973733962	PD MDC WIRELESS	General Fund	38.01
2024-10-11	VERIZON WIRELESS	00564379	9973733962	PD MDC WIRELESS	General Fund	2,471.68
2024-10-11	VERIZON WIRELESS	00564379	9973733962	FD MDC WIRELESS	General Fund	987.25
2024-10-11	VERIZON WIRELESS	00564379	9973733962	PD MDC WIRELESS	General Fund	114.03
2024-10-11	VERIZON WIRELESS	00564379	9973733962	PD MDC WIRELESS	General Fund	38.01
2024-10-11	VERIZON WIRELESS	00564379	9973733962	LIBRARY MDC WIRELESS	General Fund	38.01
				Total for Payment No.:		3,686.99

Payment No: 722256

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	AT&T CALNET	00563424	000022309978	STREET DEPT FLARE REPLACEMENT	Solid Waste Utility-Constructi	23.44
2024-10-04	AT&T CALNET	00563424	000022309978	LIBRARY WIRELESS	General Fund	139.98
2024-10-04	AT&T CALNET	00563424	000022309978	PARKS - GYMNASTICS CENTER	General Fund	46.66
2024-10-04	AT&T CALNET	00563425	000022309977	PD - MDC BACK UP WIRELESS	General Fund	2,392.03
				Total for Payment No.:		2,602.11

Payment No: 722545

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	SALVADOR DELGADO	00564716	39848JUL2024	BEES REMOVAL 7/16-7/18/24	General Fund	1,750.00
2024-10-18	SALVADOR DELGADO	00564719	39848SEP2024	BEES REMOVAL	General Fund	1,875.00
				Total for Payment No.:		3,625.00

Payment No: 722186

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	STEVEN DOLEZAL	00563434	08-24	Psychological Services	General Fund	3,610.00
				Total for Payment No.:		3,610.00

Payment No: 722566

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	ZANKER ROAD RESOURCE	00564532	820243092	DELIVERY	General Fund	240.00
2024-10-18	ZANKER ROAD RESOURCE	00564532	820243092	Mulch	General Fund	3,310.31
				Total for Payment No.:		3,550.31

Payment No: 003648

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	ELECTRONIC FEDERAL TAX	00563918	3959SEP2024	DD: FED TAXES W/H B2419A	Payroll Liability&ClearingAcct	1,771.77
2024-09-27	ELECTRONIC FEDERAL TAX	00563918	3959SEP2024	DD: FED TAXES W/H B2419A	Payroll	1,771.77

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					Liability&ClearingAcct	
				Total for Payment No.:		3,543.54

Payment No: 722315

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	ROBERT A BOTHMAN CONSTRUCTION	00564261	23-020-10	CONTINGENCY	Parks And Recreation	3,729.00
2024-10-04	ROBERT A BOTHMAN CONSTRUCTION	00564261	23-020-10	Retention	Parks And Recreation	-186.45
				Total for Payment No.:		3,542.55

Payment No: 722404

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	HEIDI MARINI INTEGRATIVE	00564394	102-4	BH HEIDI MARINI INTGR #10-13	General Fund	2,000.00
2024-10-11	HEIDI MARINI INTEGRATIVE	00564397	103-4	BH HEIDI MARINI INTGR #16-18	General Fund	1,500.00
				Total for Payment No.:		3,500.00

Payment No: 722167

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	NETFILE	00563949	9670	9/1-11/30/24 CAMPAIGN SYSTEM	General Fund	3,500.00
				Total for Payment No.:		3,500.00

Payment No: 722279

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	ENGINEERS -CITY OF SANTA CLARA	00564350	09/01/24-09/28/24	UNION DUES B2419 & B2420	Payroll Liability&ClearingAcct	3,463.42
				Total for Payment No.:		3,463.42

Payment No: 722139

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	FEDERAL SIGNAL CORPORATION	00563256	8717155	PARTS - WATER - V3755. 3756	Water Utility	1,377.83
2024-09-27	FEDERAL SIGNAL CORPORATION	00563256	8717155	PARTS - RECYCLED WATER -	Water Recycling Program	688.93
2024-09-27	FEDERAL SIGNAL CORPORATION	00563256	8717155	PARTS - SEWER- V3755. 3756	Sewer Utility	1,377.84
				Total for Payment No.:		3,444.60

Payment No: 722115

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	BANK UP CORP	00563179	6337	OUTSOURCE CASH RECEIPTS	General Fund	3,441.12
				Total for Payment No.:		3,441.12

Payment No: 722257

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	AT&T MOBILITY	00563907	287286334235X09192024	FD FIRSTNET WIRELESS	General Fund	3,149.19
2024-10-04	AT&T MOBILITY	00563907	287286334235X09192024	STADIUM FIRSTNET WIRELESS	General Fund	241.44
2024-10-04	AT&T MOBILITY	00563907	287286334235X09192024	EMER SVCS FIRSTNET WIRELESS	General Fund	50.13
				Total for Payment No.:		3,440.76

Payment No: 722254

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	ANDY'S ROOFING CO INC	00564167	4140	CENTRAL LIBRARY	General Fund	3,400.00
				Total for Payment No.:		3,400.00

Payment No: 031104

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	FASTENAL CO	00564859	CASAJ110777	PAINT, MARKING, WHITE. AERVOE	Water Utility	315.00
				Total for Payment No.:		315.00

Payment No: 722564

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	WEST COAST ARBORISTS INC	00564973	219890	TREE MAINTENANCE SERVICES PUBL	Streets and Highways Capital F	3,335.00
				Total for Payment No.:		3,335.00

Payment No: 722401

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	HD SUPPLY	00564396	827289711	PAPER/CLEANING SUPPLIES	General Fund	3,213.95
				Total for Payment No.:		3,213.95

Payment No: 722384

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	BAY CITY BOILER & ENGINEERING	00564616	33374	SVACA	Expendable Trust Funds	1,340.00
2024-10-11	BAY CITY BOILER & ENGINEERING	00564617	33371	NORTHSIDE LIBRARY	General Fund	1,710.00
				Total for Payment No.:		3,050.00

Payment No: 722328

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	SUNNYVALE DEPT OF PUBLIC	00564057	DPS25-00011	trfc ctrl NFL 090924	General Fund	1,288.58
2024-10-04	SUNNYVALE DEPT OF PUBLIC	00563590	DPS25-00008	trfc ctrl NFL 08182024	General Fund	1,732.56
				Total for Payment No.:		3,021.14

Payment No: 722327

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	STUART EVENT RENTALS	00564230	226995	Art & Wine Festival 2024	General Fund	3,003.00
				Total for Payment No.:		3,003.00

Payment No: 722149

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	HEIDI MARINI INTEGRATIVE	00563207	102-2	BH HEIDI MARINI INTEG THERAPY	General Fund	1,500.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	HEIDI MARINI INTEGRATIVE	00563204	103-2	BH HEIDI MARINI INTEG THERAPY	General Fund	1,500.00
				Total for Payment No.:		3,000.00

Payment No: 031117

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	LINCOLN AQUATICS	00564538	36142605	FUEL SURCHARGE	General Fund	38.00
2024-10-18	LINCOLN AQUATICS	00564539	36142606	MURIATIC ACID	General Fund	1,065.04
2024-10-18	LINCOLN AQUATICS	00564538	36142605	CHLORINE	General Fund	780.76
2024-10-18	LINCOLN AQUATICS	00564538	36142605	PESTICIDE ASSESSMENT	General Fund	12.13
2024-10-18	LINCOLN AQUATICS	00564539	36142606	FUEL SURCHARGE	General Fund	38.00
2024-10-18	LINCOLN AQUATICS	00564540	36142586	MURIATIC ACID	General Fund	977.41
2024-10-18	LINCOLN AQUATICS	00564539	36142606	PESTICIDE ASSESSMENT	General Fund	16.18
2024-10-18	LINCOLN AQUATICS	00564540	36142586	PESTICIDE ASSESSMENT	General Fund	15.17
2024-10-18	LINCOLN AQUATICS	00564540	36142586	FUEL SURCHARGE	General Fund	38.00
				Total for Payment No.:		2,980.69

Payment No: 722339

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	UNITED SITE SERVICES INC	00564012	114-13933343	Portable Restroom Services NTX	General Fund	2,310.00
2024-10-04	UNITED SITE SERVICES INC	00564012	114-13933343	Portable Restroom Services TAX	General Fund	665.67
				Total for Payment No.:		2,975.67

Payment No: 722144

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	GRANDSTAND GLASSWARE + APPAREL	00563828	666518	Libbey #8552 12.75oz Vina Wine	General Fund	497.96
2024-09-27	GRANDSTAND GLASSWARE + APPAREL	00563826	666515	Libbey #8552 12.75oz Vina Wine	General Fund	873.52
2024-09-27	GRANDSTAND GLASSWARE +	00563826	666515	Arc 21053 16oz Grand Pilsner	General Fund	1,135.84

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	APPAREL					
2024-09-27	GRANDSTAND GLASSWARE + APPAREL	00563826	666515	Shipping & Handling	General Fund	463.75
				Total for Payment No.:		2,971.07

Payment No: 030905

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	INGRAM LIBRARY SERVICES INC	00563378	83619157	1241/1235 AD BK	General Fund	32.96
2024-09-27	INGRAM LIBRARY SERVICES INC	00563378	83619157	1231/1233/1235/1236 JUV BK	General Fund	2,588.21
2024-09-27	INGRAM LIBRARY SERVICES INC	00563378	83619157	1232/1235 YA BK	General Fund	343.53
				Total for Payment No.:		2,964.70

Payment No: 031138

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	SUMMIT UNIFORMS	00564687	17799	Equipment for Lateral	General Fund	1,030.31
2024-10-18	SUMMIT UNIFORMS	00564688	18358	Recruit Equipment	General Fund	503.13
2024-10-18	SUMMIT UNIFORMS	00564689	18517	Crossing Guard Uniform	General Fund	150.94
2024-10-18	SUMMIT UNIFORMS	00564686	17786	Equipment for Lateral	General Fund	1,065.31
2024-10-18	SUMMIT UNIFORMS	00564467	15097	SEO Mar stadium uniform	General Fund	177.19
				Total for Payment No.:		2,926.88

Payment No: 722294

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	JOHNSON CONTROLS FIRE	00564313	24327616	POLICE (001-7745-87600-6678)	General Fund	490.00
2024-10-04	JOHNSON CONTROLS FIRE	00564310	24279187	PARKS (001-1134-87600)	General Fund	1,350.00
2024-10-04	JOHNSON CONTROLS FIRE	00564308	24279143	PARKS (001-1134-87600)	General Fund	730.00
2024-10-04	JOHNSON CONTROLS FIRE	00564311	24290760	CORP YARD (001-2911-87600)	General Fund	340.00
				Total for Payment No.:		2,910.00

Payment No: 722423

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	NOR-CAL OVERHEAD INC	00564528	37155065	STREET 001-2911-87870	General Fund	330.00
				Total for Payment No.:		330.00

Payment No: 003653

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-30	CAL PERS - PO BOX 1982	00564083	08/20/23-08/03/24	EMPLOYER/EMPLOYEE DED	Payroll Liability&ClearingAcct	1,062.78
2024-09-30	CAL PERS - PO BOX 1982	00564083	08/20/23-08/03/24	EMPLOYER/EMPLOYEE DED	Payroll Liability&ClearingAcct	1,796.12
				Total for Payment No.:		2,858.90

Payment No: 722194

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	[redacted]	00563783	256891	[redacted]	[redacted]	[redacted]
				Total for Payment No.:		2,847.50

Payment No: 722158

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	KELLY SPICERS STORES	00563248	11718906	FUEL SURCHARGE	General Fund	7.50
2024-09-27	KELLY SPICERS STORES	00563248	11718906	paper for the PD	General Fund	2,837.93
				Total for Payment No.:		2,845.43

Payment No: 003652

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-30	CAL PERS - PO BOX 1982	00564081	12/25/22-06/08/24	EMPLOYER/EMPLOYEE DED 06584	Payroll Liability&ClearingAcct	1,058.45
2024-09-30	CAL PERS - PO BOX 1982	00564081	12/25/22-06/08/24	EMPLOYER/EMPLOYEE DED 06584	Payroll Liability&ClearingAcct	1,786.17
				Total for Payment No.:		2,844.62

Payment No: 722424

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	OWEN EQUIPMENT COMPANY	00564420	00064670	PARTS - V3410	Fleet Operation Fund	2,824.54
				Total for Payment No.:		2,824.54

Payment No: 722195

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	TMC SHOOTING RANGE SPECIALISTS	00563432	2444	Range Cleaning	General Fund	2,810.00
				Total for Payment No.:		2,810.00

Payment No: 722295

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	JPATS / USMS	00563896	12460	Prisoner Transport	General Fund	2,791.00
				Total for Payment No.:		2,791.00

Payment No: 030974

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	CSG CONSULTANTS INC	00564227	B241627	Agreement for Plan Review and	Building New Dvlpmnt Srvc Fee	2,765.62
				Total for Payment No.:		2,765.62

Payment No: 722522

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	HD SUPPLY	00564558	826278277	JANITORIAL SUPPLIES	General Fund	38.24
2024-10-18	HD SUPPLY	00564559	826278285	JANITORIAL SUPPLIES	General Fund	79.22
2024-10-18	HD SUPPLY	00564560	828951913	JANITORIAL SUPPLIES	General Fund	319.19
2024-10-18	HD SUPPLY	00564561	828951921	JANITORIAL SUPPLIES	Water Utility	370.27
2024-10-18	HD SUPPLY	00564554	826278228	JANITORIAL SUPPLIES	General Fund	57.36
2024-10-18	HD SUPPLY	00564557	826278269	JANITORIAL SUPPLIES	Water Utility	26.41

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	HD SUPPLY	00564562	828951947	JANITORIAL SUPPLIES	General Fund	929.73
2024-10-18	HD SUPPLY	00564555	826278236	JANITORIAL SUPPLIES	General Fund	79.22
2024-10-18	HD SUPPLY	00564556	826278244	JANITORIAL SUPPLIES	General Fund	38.24
2024-10-18	HD SUPPLY	00564912	828951939	JANITORIAL SUPPLIES	General Fund	774.07
2024-10-18	HD SUPPLY	00564913	826278251	JANITORIAL SUPPLIES	General Fund	52.82
				Total for Payment No.:		2,764.77

Payment No: 722453

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	SUNNYVALE FORD	00564422	245542	PARTS - V3370	Fleet Operation Fund	171.48
2024-10-11	SUNNYVALE FORD	00564376	FOCS880516	LABOR - WO 156146, V3614	Fleet Operation Fund	50.00
2024-10-11	SUNNYVALE FORD	00564376	FOCS880516	PARTS - WO 156146, V3614	Fleet Operation Fund	8.11
2024-10-11	SUNNYVALE FORD	00564376	FOCS880516	GOG - WO 156146, V3614	Fleet Operation Fund	48.95
2024-10-11	SUNNYVALE FORD	00564376	FOCS880516	MISC - WO 156146, V3614	Fleet Operation Fund	2.42
2024-10-11	SUNNYVALE FORD	00564290	FOCS880021	PARTS - WO 156013, V3378	Fleet Operation Fund	8.12
2024-10-11	SUNNYVALE FORD	00564290	FOCS880021	GOG - WO 156013, V3378	Fleet Operation Fund	48.97
2024-10-11	SUNNYVALE FORD	00564290	FOCS880021	MISC - WO 156013, V3378	Fleet Operation Fund	2.04
2024-10-11	SUNNYVALE FORD	00564286	245340	PARTS - V3631	Fleet Operation Fund	310.92
2024-10-11	SUNNYVALE FORD	00564287	FOCS879600	LABOR - WO 155924, V3536	Fleet Operation Fund	299.95
2024-10-11	SUNNYVALE FORD	00564287	FOCS879600	PARTS - WO 155924, V3536	Fleet Operation Fund	415.18
2024-10-11	SUNNYVALE FORD	00564287	FOCS879600	MISC - WO 155924, V3536	Fleet Operation Fund	2.43
2024-10-11	SUNNYVALE FORD	00564290	FOCS880021	LABOR - WO 156013, V3378	Fleet Operation Fund	50.00
2024-10-11	SUNNYVALE FORD	00564273	244735	PARTS - V3514	Fleet Operation Fund	947.08
2024-10-11	SUNNYVALE FORD	00564272	244727	PARTS - V3755, 3756	Water Utility	144.07
2024-10-11	SUNNYVALE FORD	00564272	244727	PARTS - V3755, 3756	Water Recycling Program	72.04
2024-10-11	SUNNYVALE FORD	00564272	244727	PARTS - V3755, 3756	Sewer Utility	144.07

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		2,725.83

Payment No: 722531

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	MOUTON TRAINING & COUNSULTING	00564779	45483	Hands-on Classroom Training fo	Information Technology Service	2,700.00
				Total for Payment No.:		2,700.00

Payment No: 722430

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	PRN INTERMEDIATE HOLDCO, INC	00564697	091124AS0H	ERGONOMIC EVAL 2/9/24	General Fund	300.00
2024-10-11	PRN INTERMEDIATE HOLDCO, INC	00564697	091124AS0H	ERGONOMIC EVAL 2/12/24	Water Utility	300.00
2024-10-11	PRN INTERMEDIATE HOLDCO, INC	00564701	091124ATK2	ERGONOMIC EVAL 5/1/24	General Fund	300.00
2024-10-11	PRN INTERMEDIATE HOLDCO, INC	00564701	091124ATK2	ERGONOMIC EVAL 5/10/24	General Fund	300.00
2024-10-11	PRN INTERMEDIATE HOLDCO, INC	00564700	091124ASE2	ERGONOMIC EVAL 3/11/24	Water Utility	300.00
				Total for Payment No.:		1,500.00

Payment No: 030900

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	HI-TECH EMERGENCY VEHICLE SERVICE INC	00563516	179912	PARTS - V#3122	Fleet Operation Fund	2,380.97
2024-09-27	HI-TECH EMERGENCY VEHICLE SERVICE INC	00563517	179918	PARTS - V#1990	Fleet Operation Fund	59.40
2024-09-27	HI-TECH EMERGENCY VEHICLE SERVICE INC	00563518	179922	PARTS - V#2688	Fleet Operation Fund	213.74
				Total for Payment No.:		2,654.11

Payment No: 030955

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	PUBLIC SAFETY NON-SWORN	00564364	09/01/24-09/28/24	UNION DUES B2419 & B 2420	Payroll	2,600.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					Liability&ClearingAcct	
				Total for Payment No.:		2,600.00

Payment No: 722138

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	FAST UNDERCAR SANTA CLARA	00563229	816540	PARTS - V3361	Fleet Operation Fund	15.98
2024-09-27	FAST UNDERCAR SANTA CLARA	00563231	816774	PARTS - V3374	Fleet Operation Fund	554.98
2024-09-27	FAST UNDERCAR SANTA CLARA	00563234	816458	PARTS - STOCK	Fleet Operation Fund	370.33
2024-09-27	FAST UNDERCAR SANTA CLARA	00563234	816458	BATTERY FEE	Fleet Operation Fund	4.00
2024-09-27	FAST UNDERCAR SANTA CLARA	00563608	822892	PARTS - V2895	Fleet Operation Fund	118.86
2024-09-27	FAST UNDERCAR SANTA CLARA	00563608	822892	BATTERY FEE	Fleet Operation Fund	2.18
2024-09-27	FAST UNDERCAR SANTA CLARA	00563609	823236	PARTS - V1798	Fleet Operation Fund	119.01
2024-09-27	FAST UNDERCAR SANTA CLARA	00563609	823236	BATTERY FEE	Fleet Operation Fund	2.18
2024-09-27	FAST UNDERCAR SANTA CLARA	00563513	819992	PARTS - STOCK	Fleet Operation Fund	37.65
2024-09-27	FAST UNDERCAR SANTA CLARA	00563514	820149	PARTS - V#3043	Fleet Operation Fund	663.65
2024-09-27	FAST UNDERCAR SANTA CLARA	00563515	820159	PARTS - V#3074	Fleet Operation Fund	134.31
2024-09-27	FAST UNDERCAR SANTA CLARA	00563515	820159	CA BATTERY FEE	Fleet Operation Fund	2.00
2024-09-27	FAST UNDERCAR SANTA CLARA	00563511	815661	PARTS - V#1798	Fleet Operation Fund	276.26
2024-09-27	FAST UNDERCAR SANTA CLARA	00563512	819991	PARTS - STOCK	Fleet Operation Fund	267.90
				Total for Payment No.:		2,569.29

Payment No: 031054

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	LINCOLN AQUATICS	00564404	36142247	CHLORINE	General Fund	1,021.41
2024-10-11	LINCOLN AQUATICS	00564404	36142247	PESTICIDE ASSESSMENT	General Fund	15.66
2024-10-11	LINCOLN AQUATICS	00564404	36142247	FUEL SURCHARGE	General Fund	41.47
2024-10-11	LINCOLN AQUATICS	00564405	36142311	CHLORINE	General Fund	751.60

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	LINCOLN AQUATICS	00564405	36142311	PESTICIDE ASSESSMENT	General Fund	11.52
2024-10-11	LINCOLN AQUATICS	00564405	36142311	FUEL SURCHARGE	General Fund	41.47
2024-10-11	LINCOLN AQUATICS	00564407	36142587	MURIATIC ACID	General Fund	629.65
2024-10-11	LINCOLN AQUATICS	00564407	36142587	PESTICIDE ASSESSMENT	General Fund	9.63
2024-10-11	LINCOLN AQUATICS	00564407	36142587	FUEL SURCHARGE	General Fund	41.47
				Total for Payment No.:		2,563.88

Payment No: 722456

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	TRIO COMMUNITY MEALS, LLC	00564441	INV2230052784	SRNUT SEPTEMBER 23 WEEK	Park and Rec Opr GrantTst Fund	2,555.90
				Total for Payment No.:		2,555.90

Payment No: 030950

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	CITY OF SANTA CLARA EMPLOYEES	00564365	09/01/24-09/28/24	UNION DUES B2419 & B 2420	Payroll Liability&ClearingAcct	2,555.00
				Total for Payment No.:		2,555.00

Payment No: 030959

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	ACT, A DIVISION OF CCI	00564175	0464755-IN	TRITON	Public Buildings	106.00
2024-10-04	ACT, A DIVISION OF CCI	00564281	0468507-IN	TRITON	Public Buildings	106.00
2024-10-04	ACT, A DIVISION OF CCI	00564174	0462097-IN	TRITON	Public Buildings	106.00
2024-10-04	ACT, A DIVISION OF CCI	00564175	0464755-IN	CENTRAL LIBRARY	General Fund	106.00
2024-10-04	ACT, A DIVISION OF CCI	00564175	0464755-IN	NORTHSIDE LIBRARY	General Fund	106.00
2024-10-04	ACT, A DIVISION OF CCI	00564175	0464755-IN	POLICE	General Fund	106.00
2024-10-04	ACT, A DIVISION OF CCI	00564281	0468507-IN	COMMUNITY RECREATION CENTER	General Fund	106.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	ACT, A DIVISION OF CCI	00564281	0468507-IN	CITY HALL	General Fund	106.00
2024-10-04	ACT, A DIVISION OF CCI	00564281	0468507-IN	OLD COURTHOUSE	General Fund	106.00
2024-10-04	ACT, A DIVISION OF CCI	00564281	0468507-IN	FIRE STATION 1	General Fund	106.00
2024-10-04	ACT, A DIVISION OF CCI	00564281	0468507-IN	CENTRAL LIBRARY	General Fund	106.00
2024-10-04	ACT, A DIVISION OF CCI	00564281	0468507-IN	NORTHSIDE LIBRARY	General Fund	106.00
2024-10-04	ACT, A DIVISION OF CCI	00564281	0468507-IN	POLICE	General Fund	106.00
2024-10-04	ACT, A DIVISION OF CCI	00564174	0462097-IN	CITY HALL	General Fund	106.00
2024-10-04	ACT, A DIVISION OF CCI	00564174	0462097-IN	OLD COURTHOUSE	General Fund	106.00
2024-10-04	ACT, A DIVISION OF CCI	00564174	0462097-IN	COMMUNITY RECREATION CENTER	General Fund	106.00
2024-10-04	ACT, A DIVISION OF CCI	00564174	0462097-IN	FIRE STATION 1	General Fund	106.00
2024-10-04	ACT, A DIVISION OF CCI	00564174	0462097-IN	CENTRAL LIBRARY	General Fund	106.00
2024-10-04	ACT, A DIVISION OF CCI	00564174	0462097-IN	NORTHSIDE LIBRARY	General Fund	106.00
2024-10-04	ACT, A DIVISION OF CCI	00564174	0462097-IN	POLICE	General Fund	106.00
2024-10-04	ACT, A DIVISION OF CCI	00564175	0464755-IN	COMMUNITY RECREATION CENTER	General Fund	106.00
2024-10-04	ACT, A DIVISION OF CCI	00564175	0464755-IN	CITY HALL	General Fund	106.00
2024-10-04	ACT, A DIVISION OF CCI	00564175	0464755-IN	OLD COURTHOUSE	General Fund	106.00
2024-10-04	ACT, A DIVISION OF CCI	00564175	0464755-IN	FIRE STATION 1	General Fund	106.00
				Total for Payment No.:		2,544.00

Payment No: 722547

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	SANTA CLARA CO SOCIAL SVC AGCY	00564981	2457OCT2024	SEPT 2024 SENIOR NUTRITION	Deposit Funds.	2,533.00
				Total for Payment No.:		2,533.00

Payment No: 722290

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	IMPEC GROUP, LLC	00563725	2409208	ART AND WINE	General Fund	2,520.00
				Total for Payment No.:		2,520.00

Payment No: 031136

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	STAPLES ADVANTAGE	00565119	7002215791-AUTO	OFFICE SUPPLIES	Fleet Operation Fund	109.11
2024-10-18	STAPLES ADVANTAGE	00565124	7002215791-FIRE	OFFICE SUPPLIES	General Fund	38.35
2024-10-18	STAPLES ADVANTAGE	00565125	7002215791-HCS	OFFICE SUPPLIES	General Fund	16.83
2024-10-18	STAPLES ADVANTAGE	00565127	7002215791-LIBRARY	OFFICE SUPPLIES	General Fund	141.66
2024-10-18	STAPLES ADVANTAGE	00565127	7002215791-LIBRARY	OFFICE SUPPLIES	General Fund	1,298.42
2024-10-18	STAPLES ADVANTAGE	00565128	7002215791-MUNISVC	OFFICE SUPPLIES	General Fund	112.27
2024-10-18	STAPLES ADVANTAGE	00565128	7002215791-MUNISVC	OFFICE SUPPLIES	General Fund	100.29
2024-10-18	STAPLES ADVANTAGE	00565129	7002215791-PARKCH	OFFICE SUPPLIES	General Fund	74.29
2024-10-18	STAPLES ADVANTAGE	00565131	7002215791-WATER	OFFICE SUPPLIES	Water Utility	50.46
2024-10-18	STAPLES ADVANTAGE	00565120	7002215791-CITYATTY	OFFICE SUPPLIES	General Fund	54.78
2024-10-18	STAPLES ADVANTAGE	00565121	7002215791-CITYCLERK	OFFICE SUPPLIES	General Fund	78.19
2024-10-18	STAPLES ADVANTAGE	00565126	7002215791-IT	OFFICE SUPPLIES	Information Technology Service	116.41
2024-10-18	STAPLES ADVANTAGE	00565131	7002215791-WATER	OFFICE SUPPLIES	Sewer Utility	50.46
				Total for Payment No.:		2,241.52

Payment No: 722128

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	COPWARE INC	00563430	86916	Legal Sourcebook License	General Fund	2,440.00
				Total for Payment No.:		2,440.00

Payment No: 722472

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	WORKMAN GLOVE & SAFETY INC	00564073	47875	SUPPLIES-STREET	General Fund	182.09
2024-10-11	WORKMAN GLOVE & SAFETY INC	00564071	47568	SUPPLIES-STREET 2024 CUC	Solid Waste Program	1,123.33
2024-10-11	WORKMAN GLOVE & SAFETY INC	00564072	47569	SUPPLIES-STREET 2024 CUC	Solid Waste Program	1,134.25
				Total for Payment No.:		2,439.67

Payment No: 722403

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	HEADSETS DIRECT INC	00564637	88104	Poly CA22CD-SC Cordless PTT (S	General Fund	2,015.19
2024-10-11	HEADSETS DIRECT INC	00564637	88104	Poly Encore Pro 710 (Quick Dis	General Fund	385.47
2024-10-11	HEADSETS DIRECT INC	00564637	88104	Freight	General Fund	33.00
				Total for Payment No.:		2,433.66

Payment No: 030972

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	CINTAS CORP #630	00564202	4205789590	UNIFORM SERVICES	Fleet Operation Fund	328.59
2024-10-04	CINTAS CORP #630	00564202	4205789590	SAFEWASHER MOBILE	Fleet Operation Fund	72.80
				Total for Payment No.:		401.39

Payment No: 722559

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	TRIO COMMUNITY MEALS, LLC	00564768	INV2230053224	SRNUT SEPTEMBER 30 WEEK	Park and Rec Opr GrantTst Fund	457.50
2024-10-18	TRIO COMMUNITY MEALS, LLC	00564769	INV2230053225	SRNUT OCTOBER 1 WEEK	Park and Rec Opr GrantTst Fund	1,909.30
				Total for Payment No.:		2,366.80

Payment No: 722469

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	WATERWORKS INDUSTRIES, INC	00564620	30013	FOUNTAIN MAINTENANCE AT THE	Convention Cnt	2,340.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				SA	Maintenance Dis	
				Total for Payment No.:		2,340.00

Payment No: 722116

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	BANKSIA LANDSCAPE, INC.	00563715	22287	LANDSCAPING AND AS-NEEDED REPA	Convention Cnt Maintenance Dis	1,859.00
2024-09-27	BANKSIA LANDSCAPE, INC.	00563716	22284	LANDSCAPING AND AS-NEEDED REPA	Convention Cnt Maintenance Dis	475.00
				Total for Payment No.:		2,334.00

Payment No: 031026

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	AEMTEK, INC	00564747	2408072	WATER QUALITY TESTING YEAR 4 J	Water Utility	2,311.00
				Total for Payment No.:		2,311.00

Payment No: 722524

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	IMPERIAL SPRINKLER SUPPLY	00564530	0017725996-001	Plumbing Fittings	General Fund	1,601.65
2024-10-18	IMPERIAL SPRINKLER SUPPLY	00564543	0017787506-001	PLUMBING FITTINGS	General Fund	137.37
2024-10-18	IMPERIAL SPRINKLER SUPPLY	00564531	0017735946-001	Valve Box/ Thumb Control	General Fund	43.22
2024-10-18	IMPERIAL SPRINKLER SUPPLY	00564544	0017725996-002	HOSE FITTING	General Fund	7.87
2024-10-18	IMPERIAL SPRINKLER SUPPLY	00564580	0017796827-001	SUPPLIES-P&B	General Fund	108.26
2024-10-18	IMPERIAL SPRINKLER SUPPLY	00564721	0017891143-001	SUPPLILES-P&B	General Fund	359.25
				Total for Payment No.:		2,257.62

Payment No: 722554

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	SUNNYVALE FORD	00564601	245616	PARTS - V#3614	Fleet Operation Fund	144.32
2024-10-18	SUNNYVALE FORD	00564602	245630	PARTS - V#3015	Fleet Operation Fund	213.72
2024-10-18	SUNNYVALE FORD	00564604	FOCS880509	LABOR - V#SVAC5 WO#156095	Fleet Operation Fund	1,215.00
2024-10-18	SUNNYVALE FORD	00564604	FOCS880509	PARTS - V#SVAC5 WO#156095	Fleet Operation Fund	679.03
				Total for Payment No.:		2,252.07

Payment No: 722100

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	PETTY CASH-POLICE	00563823	2143AUG2024	FOOD FOR SRT	General Fund	63.05
2024-09-27	PETTY CASH-POLICE	00563823	2143AUG2024	COFFEE FOR SRT	General Fund	42.00
2024-09-27	PETTY CASH-POLICE	00563823	2143AUG2024	DONUTS FOR AVASA MEETING	General Fund	48.30
2024-09-27	PETTY CASH-POLICE	00563823	2143AUG2024	FOOD/WATER FOR CSI TECHS-LEVI	General Fund	87.83
2024-09-27	PETTY CASH-POLICE	00563823	2143AUG2024	GAS& FOOD -SERVING SEARCH WARR	General Fund	127.20
2024-09-27	PETTY CASH-POLICE	00563823	2143AUG2024	GAS-PICKING UP FUGITIVE	General Fund	75.30
2024-09-27	PETTY CASH-POLICE	00563823	2143AUG2024	GAS-PICKING UP FUGITIVE	General Fund	42.01
2024-09-27	PETTY CASH-POLICE	00563823	2143AUG2024	DISPATCH DINNER	General Fund	205.04
2024-09-27	PETTY CASH-POLICE	00563823	2143AUG2024	WATER FOR TRAFFIC INVESTIGATOR	General Fund	8.67
2024-09-27	PETTY CASH-POLICE	00563823	2143AUG2024	FOOD	General Fund	91.17
2024-09-27	PETTY CASH-POLICE	00563823	2143AUG2024	FRAMING AND AWARDS	General Fund	430.55
2024-09-27	PETTY CASH-POLICE	00563823	2143AUG2024	TRAFFIC UNIT DEDICATION	General Fund	122.04
2024-09-27	PETTY CASH-POLICE	00563823	2143AUG2024	NOTARY CLASS	General Fund	40.00
2024-09-27	PETTY CASH-POLICE	00563823	2143AUG2024	CSI TEAM FOOD	General Fund	47.75
2024-09-27	PETTY CASH-POLICE	00563823	2143AUG2024	GAS	General Fund	30.02
2024-09-27	PETTY CASH-POLICE	00563823	2143AUG2024	PSCMA BANQUET TICKET	General Fund	52.00
2024-09-27	PETTY CASH-POLICE	00563823	2143AUG2024	AOT WATER	General Fund	50.22

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	PETTY CASH-POLICE	00563823	2143AUG2024	DISPATCHER LUNCHEON	General Fund	52.00
2024-09-27	PETTY CASH-POLICE	00563823	2143AUG2024	HOTEL ROOM	General Fund	51.75
2024-09-27	PETTY CASH-POLICE	00563823	2143AUG2024	CRIME SCENE FOOD	General Fund	92.09
2024-09-27	PETTY CASH-POLICE	00563823	2143AUG2024	CARDSTOCK	General Fund	37.71
2024-09-27	PETTY CASH-POLICE	00563823	2143AUG2024	PADLOCK	General Fund	22.89
2024-09-27	PETTY CASH-POLICE	00563823	2143AUG2024	ANCHOR BOLTS	General Fund	54.78
2024-09-27	PETTY CASH-POLICE	00563823	2143AUG2024	KEYS	General Fund	8.66
2024-09-27	PETTY CASH-POLICE	00563823	2143AUG2024	AOT SUPPLIES	General Fund	87.67
2024-09-27	PETTY CASH-POLICE	00563823	2143AUG2024	AOT SUPPLIES	General Fund	99.86
2024-09-27	PETTY CASH-POLICE	00563823	2143AUG2024	MOTOR GLOVES	General Fund	46.07
2024-09-27	PETTY CASH-POLICE	00563823	2143AUG2024	CRIME SCENE FOOD	General Fund	44.78
2024-09-27	PETTY CASH-POLICE	00563823	2143AUG2024	NOTARY FEES, POSAGE	General Fund	90.45
				Total for Payment No.:		2,251.86

Payment No: 030930

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	STILES TRUCK & BODY EQUIP INC	00563632	70963	PARTS - V3118	Fleet Operation Fund	2,208.69
				Total for Payment No.:		2,208.69

Payment No: 722183

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	STANFORD HOSPITAL AND CLINICS	00563643	0924-106933CITYNSCL	PROFESSIONAL SERVICES	General Fund	2,208.00
				Total for Payment No.:		2,208.00

Payment No: 722142

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	GENEVIEVE ALTWER LMFT	00563093	109-0824	BH GENEVIEVE ALTWER LMFT #7	General Fund	200.00
2024-09-27	GENEVIEVE ALTWER LMFT	00563094	125-0824	BH GENEVIEVE ALTWER LMFT #18	General Fund	200.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	GENEVIEVE ALTWER LMFT	00563095	133-0824	BH GENEVIEVE ALTWER #14-16	General Fund	600.00
2024-09-27	GENEVIEVE ALTWER LMFT	00563096	119-0824	BH GENEVIEVE ALTWER #19-21	General Fund	600.00
2024-09-27	GENEVIEVE ALTWER LMFT	00563097	181-0824	BH GENEVIEVE ALTWER LMFT #2	General Fund	200.00
2024-09-27	GENEVIEVE ALTWER LMFT	00563098	139-0824	BH GENEVIEVE ALTWER LMFT #7-8	General Fund	400.00
				Total for Payment No.:		2,200.00

Payment No: 722505

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	CORODATA RECORDS MANAGEMENT, INC	00564875	7030120	SD OFFSITE REC MNGMNT SEP24	General Fund	59.50
2024-10-18	CORODATA RECORDS MANAGEMENT, INC	00564876	RS3656091	OFFSITE REC MNGMNT SEP24	General Fund	2,137.91
				Total for Payment No.:		2,197.41

Payment No: 031058

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	MCCAMPBELL ANALYTICAL INC	00564760	2408615	CHANGE ORDER 1: ADDITIONAL FUN	Water Utility	2,186.00
				Total for Payment No.:		2,186.00

Payment No: 722419

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	MOTT MACDONALD GROUP, INC	00564623	504100382-26	STORM DRAIN SLIDE GATE REHABIL	Storm Drain	2,184.00
				Total for Payment No.:		2,184.00

Payment No: 722300

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	LUPE LIMA	00563683	36219	RV TOW FEES, FORD	General Fund	1,500.00
2024-10-04	LUPE LIMA	00563685	42460	TOW FEES	General Fund	267.50

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	LUPE LIMA	00563687	42199	TOW FEES	General Fund	133.75
2024-10-04	LUPE LIMA	00563688	42182	TOW FEES	General Fund	260.03
				Total for Payment No.:		2,161.28

Payment No: 030883

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	CINTAS CORP #630	00563337	4205069100	SAFEWASHER MOBILE	Fleet Operation Fund	72.80
2024-09-27	CINTAS CORP #630	00563337	4205069100	UNIFORM SERVICES	Fleet Operation Fund	328.59
2024-09-27	CINTAS CORP #630	00563221	4203667541	SAFEWASHER MOBILE	Fleet Operation Fund	72.80
2024-09-27	CINTAS CORP #630	00563225	4204437526	SAFEWASHER MOBILE	Fleet Operation Fund	72.80
2024-09-27	CINTAS CORP #630	00563221	4203667541	FLEET UNIFORM LAUNDRY	Fleet Operation Fund	345.48
2024-09-27	CINTAS CORP #630	00563225	4204437526	FLEET UNIFORM LAUNDRY	Fleet Operation Fund	330.47
2024-09-27	CINTAS CORP #630	00563428	4200049107	FLEET UNIFORM LAUNDRY	Fleet Operation Fund	328.59
2024-09-27	CINTAS CORP #630	00563428	4200049107	SAFEWASHER SVCS	Fleet Operation Fund	72.80
2024-09-27	CINTAS CORP #630	00563323	4204127653	UNIFORM SERVICES	General Fund	56.16
2024-09-27	CINTAS CORP #630	00563324	4204934773	UNIFORM SERVICES	General Fund	66.57
2024-09-27	CINTAS CORP #630	00563271	4204934671	UNIFORMS	General Fund	54.15
2024-09-27	CINTAS CORP #630	00563272	4204579239	UNIFORMS	General Fund	135.41
2024-09-27	CINTAS CORP #630	00563273	4203940585	UNIFORMS	General Fund	135.41
2024-09-27	CINTAS CORP #630	00563274	4204127684	UNIFORMS	General Fund	54.15
				Total for Payment No.:		2,126.18

Payment No: 031123

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	MINUTEMAN PRESS	00564391	15923	print 100 citation books	General Fund	2,090.98
				Total for Payment No.:		2,090.98

Payment No: 722425

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	PARS	00563885	56361	ARS PARS FEES - JULY 2024	General Fund	2,064.32
				Total for Payment No.:		2,064.32

Payment No: 030983

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	GRAINGER-SAN JOSE	00564218	9253778659	PARTS - SHOP	Fleet Operation Fund	41.56
2024-10-04	GRAINGER-SAN JOSE	00564219	9255404726	PARTS - V#1798	Fleet Operation Fund	72.36
2024-10-04	GRAINGER-SAN JOSE	00563761	9239217178	ALUMINUM RAKES	General Fund	201.67
2024-10-04	GRAINGER-SAN JOSE	00563762	9231610982	VARIOUS SHOP ACCESSORIES	General Fund	674.07
2024-10-04	GRAINGER-SAN JOSE	00563760	9228931862	SPILL PLATFORM	General Fund	324.67
2024-10-04	GRAINGER-SAN JOSE	00563760	9228931862	TRANSPORT DRUM	General Fund	237.14
2024-10-04	GRAINGER-SAN JOSE	00563760	9228931862	SHIPPING	General Fund	149.00
2024-10-04	GRAINGER-SAN JOSE	00563697	9167948810	XL GLOVES	Sewer Utility	323.94
				Total for Payment No.:		2,024.41

Payment No: 722441

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	SAN JOSE BMW	00564264	4404328	DISCOUNT	Fleet Operation Fund	-175.57
2024-10-11	SAN JOSE BMW	00564260	4403012	PARTS - SHOP	Fleet Operation Fund	335.76
2024-10-11	SAN JOSE BMW	00564266	4404334	PARTS - V3502	Fleet Operation Fund	94.10
2024-10-11	SAN JOSE BMW	00564264	4404328	PARTS - V3502	Fleet Operation Fund	1,755.53
				Total for Payment No.:		2,009.82

Payment No: 030984

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	GRANITE CONSTRUCTION CO	00563849	2800452	MATERIALS-STREET	General Fund	1,984.02
2024-10-04	GRANITE CONSTRUCTION CO	00563849	2800452	ENVIRONMENTAL FEE	General Fund	15.00
				Total for Payment No.:		1,999.02

Payment No: 031096

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	CINTAS FIRE PROTECTION #F44	00565075	0F44829952	C3723 - OES CERT & TRAINING EX	General Fund	1,180.71
2024-10-18	CINTAS FIRE PROTECTION #F44	00565075	0F44829952	C3723 - OES CERT & TRAINING EX	General Fund	90.21
2024-10-18	CINTAS FIRE PROTECTION #F44	00565075	0F44829952	C3723 - OES CERT & TRAINING EX	General Fund	203.27
2024-10-18	CINTAS FIRE PROTECTION #F44	00565075	0F44829952	C3723 - OES CERT & TRAINING EX	General Fund	523.99
				Total for Payment No.:		1,998.18

Payment No: 030908

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	KEPT COMPANIES	00563864	x-Q322958	ONSITE FLEET VEHICLE WASHING S	Fleet Operation Fund	1,969.00
				Total for Payment No.:		1,969.00

Payment No: 722432

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	QUINN LIFT	00564244	WO120120098	LABOR - WO 155740, V3765	Vehicle Replacement Fund	1,840.64
2024-10-11	QUINN LIFT	00564244	WO120120098	PARTS - WO 155740, V3765	Vehicle Replacement Fund	110.66
2024-10-11	QUINN LIFT	00564244	WO120120098	MISC - WO 155740, V3765	Vehicle Replacement Fund	8.29
				Total for Payment No.:		1,959.59

Payment No: 031126

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	MT TIRE SERVICE, LLC	00564777	32823	CA TIRE TAX	Fleet Operation Fund	1.75
2024-10-18	MT TIRE SERVICE, LLC	00564777	32823	TIRES	Fleet Operation Fund	278.27
2024-10-18	MT TIRE SERVICE, LLC	00564975	32402	TIRES	Fleet Operation Fund	1,649.97
				Total for Payment No.:		1,929.99

Payment No: 722421

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	NAPA AUTO PARTS	00564299	5983-954192	PARTS - V#3495	Fleet Operation Fund	4.76
2024-10-11	NAPA AUTO PARTS	00564300	5983-954248	PARTS - V#0445	Fleet Operation Fund	7.57
2024-10-11	NAPA AUTO PARTS	00564302	5983-954263	PARTS - CREDIT	Fleet Operation Fund	-17.65
2024-10-11	NAPA AUTO PARTS	00564303	5983-954855	PARTS - SHOP	Fleet Operation Fund	65.68
2024-10-11	NAPA AUTO PARTS	00564304	5983-954926	PARTS - V#3560	Fleet Operation Fund	189.87
2024-10-11	NAPA AUTO PARTS	00564320	5983-955742	PARTS - V3554	Fleet Operation Fund	17.33
2024-10-11	NAPA AUTO PARTS	00564321	5983-956567	PARTS - V2823	Fleet Operation Fund	10.59
2024-10-11	NAPA AUTO PARTS	00564289	5983-953699	PARTS - V#2969	Fleet Operation Fund	60.18
2024-10-11	NAPA AUTO PARTS	00564294	5983-954054	PARTS - NEW RETURN	Fleet Operation Fund	17.65
2024-10-11	NAPA AUTO PARTS	00564296	5983-954089	PARTS - V#3706	Fleet Operation Fund	8.72
2024-10-11	NAPA AUTO PARTS	00564419	5983-956761	PARTS - STOCK	Fleet Operation Fund	305.90
2024-10-11	NAPA AUTO PARTS	00564322	5983-955891	PARTS - SHOP	Fleet Operation Fund	104.91
2024-10-11	NAPA AUTO PARTS	00564323	5983-956098	PARTS - V#3502	Fleet Operation Fund	33.68
2024-10-11	NAPA AUTO PARTS	00564307	5983-955228	PARTS - V#3558	Fleet Operation Fund	189.87
2024-10-11	NAPA AUTO PARTS	00564309	5983-955476	PARTS - RETURNED	Fleet Operation Fund	19.71
2024-10-11	NAPA AUTO PARTS	00564312	5983-955530	PARTS - STOCK	Fleet Operation Fund	659.36
2024-10-11	NAPA AUTO PARTS	00564315	5983-955808	PARTS - V#3195	Fleet Operation Fund	5.36
2024-10-11	NAPA AUTO PARTS	00564317	5983-955826	PARTS - V#3555	Fleet Operation Fund	24.99
2024-10-11	NAPA AUTO PARTS	00564319	5983-955868	PARTS - V#3224	Fleet Operation Fund	10.57
2024-10-11	NAPA AUTO PARTS	00564305	5983-954971	PARTS - SHOP	Fleet Operation Fund	201.88
2024-10-11	NAPA AUTO PARTS	00564306	5983-955203	PARTS - V#3592	Fleet Operation Fund	4.85
				Total for Payment No.:		1,925.78

Payment No: 722179

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	SANTA CLARA WEEKLY	00563377	1246963	1241 AD PR	General Fund	442.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	SANTA CLARA WEEKLY	00563955	1246944	2201 LAFAYETTE LEGAL AD	General Fund	1,392.00
				Total for Payment No.:		1,834.00

Payment No: 722299

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	[redacted]	00564182	276270	LEGAL SERVICES - [redacted]	[redacted]	[redacted]
				Total for Payment No.:		1,824.00

Payment No: 722113

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	BAKER SUPPLIES AND REPAIRS	00563327	91415	PARTS - V#3479 WO#155690	Fleet Operation Fund	1,191.23
2024-09-27	BAKER SUPPLIES AND REPAIRS	00563327	91415	LABOR&ENV FEE-V#3479 WO#155690	Fleet Operation Fund	607.00
				Total for Payment No.:		1,798.23

Payment No: 722202

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	ZOLL DATA SYSTEMS INC	00563099	INV00182072	ZOLL DATA SYSTEMS INC OCT 2024	General Fund	892.22
2024-09-27	ZOLL DATA SYSTEMS INC	00563613	INV00179836	ZOLL DATA SYSTEMS INC	General Fund	892.22
				Total for Payment No.:		1,784.44

Payment No: 031015

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	THE GOODYEAR TIRE & RUBBER COMPANY	00564217	184-1101483	PARTS - STOCK	Fleet Operation Fund	1,782.50
				Total for Payment No.:		1,782.50

Payment No: 031013

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	SUMMIT UNIFORMS	00563904	17744	Crossing Guard shirts & tag	General Fund	192.50
2024-10-04	SUMMIT UNIFORMS	00563905	17746	Crossing Guard SHirt	General Fund	83.13
2024-10-04	SUMMIT UNIFORMS	00563669	17368	TC Quanz stadium uniform	General Fund	195.78
2024-10-04	SUMMIT UNIFORMS	00563670	17306	TC Ascencio stadium uniform	General Fund	195.78
2024-10-04	SUMMIT UNIFORMS	00563671	17300	SEO Rodriguez stadium uniform	General Fund	175.00
2024-10-04	SUMMIT UNIFORMS	00563672	17297	TC Geronimo stadium uniform	General Fund	201.25
2024-10-04	SUMMIT UNIFORMS	00563673	17295	SEO Fuentes stadium uniform	General Fund	175.00
2024-10-04	SUMMIT UNIFORMS	00563674	17302	SEO Garcia stadium uniform	General Fund	175.00
2024-10-04	SUMMIT UNIFORMS	00563675	17294	SEO Rios stadium uniform	General Fund	175.00
2024-10-04	SUMMIT UNIFORMS	00563679	17296	SEO Alvarez stadium uniform	General Fund	175.00
				Total for Payment No.:		1,743.44

Payment No: 722364

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	RICHARD CASEM	00564646	09/15/24-09/28/24	REISSUE RET'D DIRECT DEP PR	Payroll Liability&ClearingAcct	1,739.70
				Total for Payment No.:		1,739.70

Payment No: 030939

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	UNITAS GLOBAL INC.	00563106	INV15041233	INTERNET SERVICES	Information Technology Service	1,710.28
				Total for Payment No.:		1,710.28

Payment No: 031019

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	UNIVERSAL SITE SERVICES	00563851	130340	PARKING LOT SWEEP SEPT2024	General Fund	300.00
2024-10-04	UNIVERSAL SITE SERVICES	00563852	130341	FRNKLN PKG LT SWEEP SEPT2024	Downtown Parking Maintenance D	1,383.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		1,683.00

Payment No: 003662

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-09	NAVIA BENEFIT SOLUTIONS, INC	00564655	10889140	DD:NAVIA ADMIN FEE SEP24	Payroll Liability&ClearingAcct	1,142.11
2024-10-09	NAVIA BENEFIT SOLUTIONS, INC	00564655	10889140	DD:NAVIA ADMIN FEE SEP24	General Fund	527.97
				Total for Payment No.:		1,670.08

Payment No: 722249

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	ALLIED AUTO STORES	00564196	01GH4907	PARTS - V#3512	Fleet Operation Fund	638.73
2024-10-04	ALLIED AUTO STORES	00564197	01GI1702	PARTS - V#3328	Fleet Operation Fund	259.42
2024-10-04	ALLIED AUTO STORES	00564198	01GI2453	PARTS - V#3328	Fleet Operation Fund	811.36
2024-10-04	ALLIED AUTO STORES	00564199	01GI3256	PARTS - CREDIT	Fleet Operation Fund	-111.57
2024-10-04	ALLIED AUTO STORES	00564200	01GI3735	PARTS - V#3328	Fleet Operation Fund	27.33
				Total for Payment No.:		1,625.27

Payment No: 030926

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	SCOTT'S PPE RECON INC	00563641	39616	TAXABLE TURNOUT GEAR REPAIRS	Fire Department	76.39
2024-09-27	SCOTT'S PPE RECON INC	00563641	39616	NON-TAXABLE TURNOUT GEAR REPR	Fire Department	1,477.00
				Total for Payment No.:		1,553.39

Payment No: 722126

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	COGENT COMMUNICATIONS	00563104	CITYOFSA00015SEP2024	INTERNET SERVICES - SEPT 2024	Information Technology Service	1,550.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		1,550.00

Payment No: 722109

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	ALLIED AUTO STORES	00563506	01GG4543	PARTS - V#2882	Fleet Operation Fund	205.48
2024-09-27	ALLIED AUTO STORES	00563507	01GG7003	PARTS - V#3015	Fleet Operation Fund	150.35
2024-09-27	ALLIED AUTO STORES	00563508	01GG5168	PARTS - V#3015	Fleet Operation Fund	780.53
2024-09-27	ALLIED AUTO STORES	00563217	01GF8910	PARTS - V3545	Fleet Operation Fund	79.70
2024-09-27	ALLIED AUTO STORES	00563604	01GH1176	PARTS - V3496	Fleet Operation Fund	177.95
2024-09-27	ALLIED AUTO STORES	00563605	01GH2451	PARTS - STOCK	Fleet Operation Fund	114.37
				Total for Payment No.:		1,508.38

Payment No: 030909

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	LEE'S FORKLIFT SERVICE	00563865	21951	LIFT EQUIPMENT PREVENTATIVE MA	Fleet Operation Fund	270.00
2024-09-27	LEE'S FORKLIFT SERVICE	00563866	21800	LIFT EQUIPMENT PREVENTATIVE MA	Fleet Operation Fund	270.00
2024-09-27	LEE'S FORKLIFT SERVICE	00563867	21798	LIFT EQUIPMENT PREVENTATIVE MA	Fleet Operation Fund	270.00
2024-09-27	LEE'S FORKLIFT SERVICE	00563868	21799	LIFT EQUIPMENT PREVENTATIVE MA	Fleet Operation Fund	279.74
2024-09-27	LEE'S FORKLIFT SERVICE	00563868	21799	LIFT EQUIPMENT PREVENTATIVE NT	Fleet Operation Fund	418.25
				Total for Payment No.:		1,507.99

Payment No: 722251

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	ALPHA MEDIA LLC	00564276	780395-1	2024 ART & WINE FESTIVAL ON-AI	General Fund	1,350.00
2024-10-04	ALPHA MEDIA LLC	00564278	780399-1	2024 ART & WINE FESTIVAL ON-AI	General Fund	150.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		1,500.00

Payment No: 030999

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	[redacted]	00564177	2227286	LEGAL SERVICES	[redacted]	[redacted]
				Total for Payment No.:		1,490.00

Payment No: 722416

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	LUPE LIMA	00564387	42475	tow fees, 2 cars	General Fund	535.00
2024-10-11	LUPE LIMA	00564392	42603	tow fees	General Fund	267.50
2024-10-11	LUPE LIMA	00564393	42491	tow fees, fatality	General Fund	668.75
				Total for Payment No.:		1,471.25

Payment No: 030904

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	INFOSEND INC	00563182	270329	TAX & LICENSE MAILING SVCS TAX	General Fund	182.17
2024-09-27	INFOSEND INC	00563182	270329	TAX & LICENSE MAILING SVCS NTX	General Fund	1,276.26
				Total for Payment No.:		1,458.43

Payment No: 031113

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	KEPT COMPANIES	00564858	x-Q334156	ONSITE FLEET VEHICLE WASHING S	Fleet Operation Fund	1,448.65
				Total for Payment No.:		1,448.65

Payment No: 722146

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	HALREC INC	00563346	450437	LABOR - V#3362 WO#155471	Fleet Operation Fund	1,435.90

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		1,435.90

Payment No: 030876

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	BELL ELECTRICAL SUPPLY, INC.	00563270	5820526	SUPPLIES	General Fund	850.02
2024-09-27	BELL ELECTRICAL SUPPLY, INC.	00563269	5817548	FS 9 LAUNDRY	General Fund	581.71
				Total for Payment No.:		1,431.73

Payment No: 722188

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	STEVENS CREEK XPRESS CAR WASH	00563437	0824	SERVICE - CAR WASHES	Fleet Operation Fund	1,410.00
				Total for Payment No.:		1,410.00

Payment No: 031076

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	TIFCO INDUSTRIES	00564291	71995066	PARTS - SHOP	Fleet Operation Fund	432.07
2024-10-11	TIFCO INDUSTRIES	00564292	72013135	PARTS - SHOP	Fleet Operation Fund	954.23
				Total for Payment No.:		1,386.30

Payment No: 722446

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	SHIFT IN PERSPECTIVE, INC.	00564402	006	BH SHIFT IN PERSPECTIVE 16-20	General Fund	1,380.00
				Total for Payment No.:		1,380.00

Payment No: 031075

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	SCOTT'S PPE RECON INC	00564157	39758	SCOTT'S PPE RECON INC	Fire Department	1,374.78
				Total for Payment No.:		1,374.78

Payment No: 031016

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	THERMAL MECHANICAL INC	00563658	91212	DATA CENTER HVAC MAIN	Information Technology Service	637.00
				Total for Payment No.:		637.00

Payment No: 003649

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-30	NAVIA BENEFIT SOLUTIONS, INC	00563999	35989SEP2024	DD:NAVIA COMMUTER BENEFIT	Payroll Liability&ClearingAcct	1,340.55
				Total for Payment No.:		1,340.55

Payment No: 722217

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	TJKM TRANSPORTATION CONSULTNTS	00564229	0055831	WALSH AVE CLASS IV BIKEWAY; TM	Streets and Highways Capital F	1,285.00
				Total for Payment No.:		1,285.00

Payment No: 722265

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	BSN SPORTS, LLC	00563711	926711024	Kwik Goal Premier Corner Flags	General Fund	643.08
2024-10-04	BSN SPORTS, LLC	00563712	926711025	SOCCER NET PRO 383SP, WHITE	General Fund	379.18
2024-10-04	BSN SPORTS, LLC	00563713	926711026	SOCCER NET 6.5X18.5 4MM WHITE	General Fund	242.22
				Total for Payment No.:		1,264.48

Payment No: 722539

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	PITNEY BOWES	00565016	3106878944	LEASING CHARGES	General Fund	1,263.89
				Total for Payment No.:		1,263.89

Payment No: 031030

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	CINTAS CORP #630	00564375	4206525252	SAFEWASHER SVC	Fleet Operation Fund	72.80
2024-10-11	CINTAS CORP #630	00564450	4207240989	FLEET UNIFORM LAUNDRY	Fleet Operation Fund	328.59
2024-10-11	CINTAS CORP #630	00564375	4206525252	FLEET UNIFORM LAUNDRY	Fleet Operation Fund	334.22
2024-10-11	CINTAS CORP #630	00564450	4207240989	SAFEWASHER SVC	Fleet Operation Fund	72.80
2024-10-11	CINTAS CORP #630	00564103	4206018074	UNIFORMS	General Fund	135.41
2024-10-11	CINTAS CORP #630	00564104	4205658784	UNIFORMS	General Fund	54.15
2024-10-11	CINTAS CORP #630	00564105	4206343888	UNIFORMS	General Fund	148.33
2024-10-11	CINTAS CORP #630	00564101	4205658745	UNIFORM SERVICES	General Fund	57.24
2024-10-11	CINTAS CORP #630	00564102	4206343880	UNIFORM SERVICES	General Fund	57.24
				Total for Payment No.:		1,260.78

Payment No: 722447

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	SIMPLEVIEW LLC	00564633	INV-SVUS-1008118	CRM LICENSING	Deposit Funds.	1,255.34
				Total for Payment No.:		1,255.34

Payment No: 722165

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	NAPA AUTO PARTS	00563276	5983-952239	PARTS - V3607	Fleet Operation Fund	54.99
2024-09-27	NAPA AUTO PARTS	00563262	5983-952120	PARTS - V3146	Fleet Operation Fund	6.67
2024-09-27	NAPA AUTO PARTS	00563263	5983-952163	PARTS - STOCK	Fleet Operation Fund	14.50
2024-09-27	NAPA AUTO PARTS	00563240	5983-950910	PARTS - STOCK	Fleet Operation Fund	118.53
2024-09-27	NAPA AUTO PARTS	00563617	5983-953618	PARTS - V3551	Fleet Operation Fund	16.99
2024-09-27	NAPA AUTO PARTS	00563619	5983-953681	PARTS - V3202	Fleet Operation Fund	17.91
2024-09-27	NAPA AUTO PARTS	00563621	5983-953598	PARTS - V1798	Fleet Operation Fund	81.56
2024-09-27	NAPA AUTO PARTS	00563625	5983-953413	PARTS - V3637	Fleet Operation Fund	58.95
2024-09-27	NAPA AUTO PARTS	00563627	5983-953506	PARTS - V3637	Fleet Operation Fund	63.83

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	NAPA AUTO PARTS	00563615	5983-953477	PARTS - STOCK	Fleet Operation Fund	411.56
2024-09-27	NAPA AUTO PARTS	00563616	5983-953676	PARTS - V3525	Fleet Operation Fund	6.86
2024-09-27	NAPA AUTO PARTS	00563610	5983-953296	PARTS - V3794	Fleet Operation Fund	15.27
2024-09-27	NAPA AUTO PARTS	00563520	5983-952307	PARTS - STOCK	Fleet Operation Fund	372.62
2024-09-27	NAPA AUTO PARTS	00563521	5983-953219	PARTS - SVAC4	Fleet Operation Fund	8.49
				Total for Payment No.:		1,248.73

Payment No: 030986

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	HI-TECH EMERGENCY VEHICLE SERVICE INC	00564221	179968	PARTS - V#3582	Fleet Operation Fund	119.29
2024-10-04	HI-TECH EMERGENCY VEHICLE SERVICE INC	00564220	179966	PARTS - V#3669	Fleet Operation Fund	1,112.60
				Total for Payment No.:		1,231.89

Payment No: 031031

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	CLUB CARE INC	00564442	127076	MONTHLY MAINTENANCE SEPTEMBER	General Fund	560.00
2024-10-11	CLUB CARE INC	00564443	126414	FITNESS PARTS	General Fund	570.49
2024-10-11	CLUB CARE INC	00564443	126414	REPAIR	General Fund	88.89
				Total for Payment No.:		1,219.38

Payment No: 722227

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	US TREASURY	00564358	09/15/24-09/28/24ND	WAGE ATTACHMENT B2420	Payroll Liability&ClearingAcct	1,218.63
				Total for Payment No.:		1,218.63

Payment No: 722492

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	US TREASURY	00565197	09/29/24-10/12/24ND	WAGE ATTACHMENT B2421	Payroll Liability&ClearingAcct	1,218.63
				Total for Payment No.:		1,218.63

Payment No: 031097

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	CLEARBLU ENVIRONMENTAL	00564895	32356	TAXABLE ITEMS (CONSUMABLES AND	Fleet Operation Fund	234.62
2024-10-18	CLEARBLU ENVIRONMENTAL	00564895	32356	LABOR, MAINTENANCE, AND AS-NEE	Fleet Operation Fund	983.84
				Total for Payment No.:		1,218.46

Payment No: 031017

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	TONY JANOVICH	00564173	1006836	CHANGE ORDER #4: ADDITIONAL FU	General Fund	1,201.20
				Total for Payment No.:		1,201.20

Payment No: 722435

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	REESE'S INSTALLATIONS	00564440	1416	CHNG BNNRS TO FALL @F.SQ	Downtown Parking Maintenance D	750.00
2024-10-11	REESE'S INSTALLATIONS	00564440	1416	CHNG BNNRS TO FALL @LINCOLN P	Downtown Parking Maintenance D	300.00
2024-10-11	REESE'S INSTALLATIONS	00564440	1416	CHNG BNNRS TO FALL @DELA CRUZ	Downtown Parking Maintenance D	150.00
				Total for Payment No.:		1,200.00

Payment No: 722148

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	HEALTH & HOPE COUNSELING	00563092	000420	BH HEALTH & HOPE COUNS #7-11	General Fund	1,155.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		1,155.00

Payment No: 722552

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	SPECIAL SERVICES GROUP LLC	00564424	Q918993	Replacement Tracker	General Fund	1,140.36
				Total for Payment No.:		1,140.36

Payment No: 722160

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	LEE & RO INC	00563873	668/26	CITYWIDE EMERGENCY GENERATOR R	Public Buildings	1,137.50
				Total for Payment No.:		1,137.50

Payment No: 031045

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	HI-TECH EMERGENCY VEHICLE SERVICE INC	00564233	179984	PARTS - V#3669	Fleet Operation Fund	63.92
2024-10-11	HI-TECH EMERGENCY VEHICLE SERVICE INC	00564234	180032	PARTS - V#2951	Fleet Operation Fund	170.35
2024-10-11	HI-TECH EMERGENCY VEHICLE SERVICE INC	00564418	180080	PARTS - V2809	Fleet Operation Fund	890.83
				Total for Payment No.:		1,125.10

Payment No: 722560

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	U.S. ARMOR CORPORATION	00564682	47708	Ballistic Vest	General Fund	1,110.00
				Total for Payment No.:		1,110.00

Payment No: 030920

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	PENINSULA BUILDING MATERIALS	00563626	222929	SUPPLIE-P&B	General Fund	1,080.34
				Total for Payment No.:		1,080.34

Payment No: 722298

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	KONE INC	00563726	1158793639	CENTRAL LIB	General Fund	233.39
2024-10-04	KONE INC	00563727	1158793640	TASMAN	General Fund	838.49
				Total for Payment No.:		1,071.88

Payment No: 031041

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	GARDENLAND POWER EQUIPMENT	00564437	1125694	SUPPLIES - STORM	General Fund	276.49
2024-10-11	GARDENLAND POWER EQUIPMENT	00564438	1127157	SUPPLIES - TREES	General Fund	757.07
				Total for Payment No.:		1,033.56

Payment No: 722440

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	SAFETY-KLEEN SYSTEMS INC	00564249	95475587	SERVICE - HAZ MAT	Fleet Operation Fund	217.00
2024-10-11	SAFETY-KLEEN SYSTEMS INC	00564408	95303620	PARTS WASHER	General Fund	803.98
				Total for Payment No.:		1,020.98

Payment No: 722120

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	CA EMERGENCY MEDICAL SERVICES	00563642	EMSA-888-1171	4 PARAMEDIC RECERTIFICATIONS	General Fund	1,000.00
				Total for Payment No.:		1,000.00

Payment No: 722427

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	PESTEC	00564520	339611	BURROWING ANIMAL CONTROL SERVI	Solid Waste Utility-Constructi	1,000.00
				Total for Payment No.:		1,000.00

Payment No: 722529

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	LC ACTION POLICE SUPPLY	00564685	469233	Ballistic vest	General Fund	999.59
				Total for Payment No.:		999.59

Payment No: 722565

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	WORLD EXPRESS TRADING INC	00564510	202411	1241 AD PR MAGAZINES	General Fund	995.00
				Total for Payment No.:		995.00

Payment No: 722320

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	SANTA CLARA LIGHTING, INC.	00564043	32936	GLOVES	General Fund	14.16
2024-10-04	SANTA CLARA LIGHTING, INC.	00563729	32525	STOCK	General Fund	109.67
2024-10-04	SANTA CLARA LIGHTING, INC.	00563730	32740	STOCK	General Fund	234.49
2024-10-04	SANTA CLARA LIGHTING, INC.	00563731	32935	SENIOR CNT	General Fund	422.34
2024-10-04	SANTA CLARA LIGHTING, INC.	00563743	32892	VARIOUS TOOLS	General Fund	89.05
				Total for Payment No.:		869.71

Payment No: 030946

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	WOODARD & CURRAN, INC	00563872	237521	SANITARY SEWER MASTER PLAN UPD	Sewer Utility Construction	965.50
				Total for Payment No.:		965.50

Payment No: 722463

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	VERIZON WIRELESS	00564380	9974619834	FIRE CRRD WIRELESS	Fire New Dvlpmnt Srvc Fee	93.12
2024-10-11	VERIZON WIRELESS	00564380	9974619834	FIRE CRRD WIRELESS	Fire New Dvlpmnt Srvc Fee	279.36
2024-10-11	VERIZON WIRELESS	00564380	9974619834	FIRE CRRD WIRELESS	General Fund	46.56
2024-10-11	VERIZON WIRELESS	00564380	9974619834	FIRE CRRD WIRELESS	General Fund	232.80
2024-10-11	VERIZON WIRELESS	00564380	9974619834	FIRE MOTOROLA RADIOS	General Fund	76.02
2024-10-11	VERIZON WIRELESS	00564380	9974619834	FIRE CRRD WIRELESS	General Fund	232.80
				Total for Payment No.:		960.66

Payment No: 722246

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	AIDENS QUALITY PAINTING INC	00564171	1351	SCCC 026-2961-87870 1460	Convention Cnt Maintenance Dis	960.00
				Total for Payment No.:		960.00

Payment No: 722493

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	DIVISION OF THE STATE ARCHITECT	00564977	13921OCT2024	10% of $4 CASP FEE TO REMIT	Building Fee Admin Retainage	953.60
				Total for Payment No.:		953.60

Payment No: 031033

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	COMCAST	00564704	9/23/24AC8155400650182213	FIRE 1177 ALVISO ST	General Fund	61.69
2024-10-11	COMCAST	00564704	9/23/24AC8155400650182213	FIRE 1990 WALSH AVE	General Fund	127.32
2024-10-11	COMCAST	00564704	9/23/24AC8155400650182213	PD 601 EL CAMINO REAL	General Fund	185.86

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	COMCAST	00564704	9/23/24AC8155400650182213	PD 3992 RIVERMARK PLZ	General Fund	29.83
2024-10-11	COMCAST	00564704	9/23/24AC8155400650182213	SR CNTR 1303 FREMONT ST	General Fund	147.83
2024-10-11	COMCAST	00564704	9/23/24AC8155400650182213	PARK TEEN 2446 CABRILLO AVE	General Fund	155.96
2024-10-11	COMCAST	00564704	9/23/24AC8155400650182213	CH 1500 WARBURTON AVE	Information Technology Service	195.45
2024-10-11	COMCAST	00564704	9/23/24AC8155400650182213	IT 1405 CIVIC CNTR DR	Information Technology Service	46.23
				Total for Payment No.:		950.17

Payment No: 031073

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	SAN JOSE MAILING	00564525	7786	POSTAGE	General Fund	336.90
2024-10-11	SAN JOSE MAILING	00564525	7786	MAILING FOR 4495 PATRICK HENRY	General Fund	257.91
2024-10-11	SAN JOSE MAILING	00564525	7786	MAILING FOR 4495 PATRICK HENRY	General Fund	350.95
				Total for Payment No.:		945.76

Payment No: 722464

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	VERIZON WIRELESS	00564381	9974619835	CDD/BLDG DIV WIRELESS	Building New Dvlpmnt Srvc Fee	45.02
2024-10-11	VERIZON WIRELESS	00564381	9974619835	DPW/STREET WIRELESS	General Fund	630.91
2024-10-11	VERIZON WIRELESS	00564381	9974619835	DPW/STREET WIRELESS	General Fund	86.58
2024-10-11	VERIZON WIRELESS	00564381	9974619835	DPW/STREET WIRELESS	General Fund	90.04
2024-10-11	VERIZON WIRELESS	00564381	9974619835	WATER/SEWER DEPT WIRELESS	Sewer Utility	88.12
				Total for Payment No.:		940.67

Payment No: 722311

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	PIONEER MANUFACTURING CO	00564051	INV-220128	PAINT & PAINT SUPPLIES	General Fund	923.50
				Total for Payment No.:		923.50

Payment No: 030935

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	TIFCO INDUSTRIES	00563243	72008156	PARTS - SHOP	Fleet Operation Fund	918.99
				Total for Payment No.:		918.99

Payment No: 031021

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	WALLACE ROBERTS & TODD LLC	00564231	0000050	CHANGE ORDER #2: ADDITIONAL FU	General Government - Other	918.76
				Total for Payment No.:		918.76

Payment No: 722346

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	ZORO TOOLS INC.	00563734	INV14848144	KNEE PAD	Cemetery	25.80
2024-10-04	ZORO TOOLS INC.	00563735	INV14854806	TIRE INFLATOR	Cemetery	46.70
2024-10-04	ZORO TOOLS INC.	00563736	INV14856883	VARIOUS HANDTOOLS	Cemetery	246.68
2024-10-04	ZORO TOOLS INC.	00564018	INV14928331	CANISTER WIPES	Cemetery	68.61
2024-10-04	ZORO TOOLS INC.	00564019	INV14932822	RETRACTING CHALK LINE	Cemetery	26.18
2024-10-04	ZORO TOOLS INC.	00564013	INV14918204	STEEL HOOK	Cemetery	9.23
2024-10-04	ZORO TOOLS INC.	00564014	INV14919072	FERTILIZER SPREADER	Cemetery	103.17
2024-10-04	ZORO TOOLS INC.	00564016	INV14423883	50 FT. COPPER WIRE	General Fund	392.02
				Total for Payment No.:		918.39

Payment No: 722321

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	SANTA CLARA WEEKLY	00563557	1246957	2023-24 CAPER PUBLIC NOTICE	H.U.D Capital Projects	456.00
2024-10-04	SANTA CLARA WEEKLY	00563557	1246957	2023-24 CAPER PUBLIC NOTICE	H.U.D Capital Projects	456.00
				Total for Payment No.:		912.00

Payment No: 722269

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	CALIFORNIA JANITORIAL SUPPLY	00563746	119200	NITRILE GLOVES	General Fund	911.86
				Total for Payment No.:		911.86

Payment No: 722563

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	VIZERGY	00564793	SIN075611	SEO Prem; VMS Web hosting, CMS	Deposit Funds.	910.45
				Total for Payment No.:		910.45

Payment No: 722411

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	KIDS UNFILTERED, INC.	00564326	1805	BH KIDS UNFILTERED INC	General Fund	900.00
				Total for Payment No.:		900.00

Payment No: 722297

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	KAREN GOEHRING	00564009	4	BH KAREN GOEHRING 10 - 13	General Fund	900.00
				Total for Payment No.:		900.00

Payment No: 722451

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	STEVENS CREEK CHEVROLET	00564421	210763-1	PARTS - V3576	Fleet Operation Fund	800.23
2024-10-11	STEVENS CREEK CHEVROLET	00564271	210448-1	PARTS - V3328	Fleet Operation Fund	99.72

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		899.95

Payment No: 030875

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	BAY AREA TREE SPECIALISTS	00563611	10050391	TREE EMERGENCY	General Fund	897.00
				Total for Payment No.:		897.00

Payment No: 031061

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	MINUTEMAN PRESS	00564328	15904	GARBAGE BIN TAGS - EP	Solid Waste Program	896.26
				Total for Payment No.:		896.26

Payment No: 722473

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	ZOLL DATA SYSTEMS INC	00564241	INV00184589	ZOLL DATA SYSTEMS INC	General Fund	892.22
				Total for Payment No.:		892.22

Payment No: 031147

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	WALLACE ROBERTS & TODD LLC	00564979	0000049	CHANGE ORDER #2: ADDITIONAL FU	General Government - Other	888.12
				Total for Payment No.:		888.12

Payment No: 030884

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	CLEARBLU ENVIRONMENTAL	00563778	32205	LABOR, MAINTENANCE, AND AS-NEE	Fleet Operation Fund	769.75
2024-09-27	CLEARBLU ENVIRONMENTAL	00563778	32205	TAXABLE ITEMS (CONSUMABLES AND	Fleet Operation Fund	111.87
				Total for Payment No.:		881.62

Payment No: 030912

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	MIDWEST TAPE LLC	00563252	505948674	1241 AD ABK	General Fund	97.08
2024-09-27	MIDWEST TAPE LLC	00563252	505948674	1241 AD CD	General Fund	50.38
2024-09-27	MIDWEST TAPE LLC	00563252	505948674	1241 AD DVD	General Fund	33.25
2024-09-27	MIDWEST TAPE LLC	00563252	505948674	1233 AD DVD	General Fund	98.15
2024-09-27	MIDWEST TAPE LLC	00563252	505948674	1233 JUV DVD	General Fund	73.59
2024-09-27	MIDWEST TAPE LLC	00563252	505948674	1235 AD DVD	General Fund	124.83
2024-09-27	MIDWEST TAPE LLC	00563252	505948674	1235 JUV DVD	General Fund	19.62
2024-09-27	MIDWEST TAPE LLC	00563253	505994655	1241 AD ABK	General Fund	99.26
2024-09-27	MIDWEST TAPE LLC	00563253	505994655	1241 AD CD	General Fund	100.92
2024-09-27	MIDWEST TAPE LLC	00563253	505994655	1241 AD DVD	General Fund	38.42
2024-09-27	MIDWEST TAPE LLC	00563253	505994655	1233 JUV DVD	General Fund	21.26
2024-09-27	MIDWEST TAPE LLC	00563253	505994655	1235 AD DVD	General Fund	32.72
2024-09-27	MIDWEST TAPE LLC	00563253	505994655	1235 JUV DVD	General Fund	87.51
				Total for Payment No.:		876.99

Payment No: 722537

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	PETERSON CAT	00564738	PC001873537	PARTS - V3253	Fleet Operation Fund	868.90
				Total for Payment No.:		868.90

Payment No: 722226

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	SANTA CLARA CO SHERIFFS DEPT	00564359	09/15/24-09/28/24YG	WAGE ATTACHMENT B2420	Payroll Liability&ClearingAcct	866.78
				Total for Payment No.:		866.78

Payment No: 722417

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	METRO MOBILE COMMUNICATIONS	00564390	48551	repair radio for king	General Fund	852.91
				Total for Payment No.:		852.91

Payment No: 722155

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	IRON MOUNTAIN	00563105	202906131	DATA STORAGE	Information Technology Service	849.92
				Total for Payment No.:		849.92

Payment No: 722273

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	CUMMINS INC	00564203	Z1-68272	LABOR - V#3119 WO#155137	Fleet Operation Fund	840.00
				Total for Payment No.:		840.00

Payment No: 722187

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	STEVENS CREEK CHEVROLET	00563344	635414	LABOR - V#3411 WO#155887	Fleet Operation Fund	795.00
2024-09-27	STEVENS CREEK CHEVROLET	00563344	635414	PARTS - V#3411 WO#155887	Fleet Operation Fund	43.66
				Total for Payment No.:		838.66

Payment No: W25069

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	MISSIONSQUARE RETIREMENT	00564372	09/15/24-09/28/24A	WT: B2110 457 PLN CONTRIBUTION	Fringe Benefits	836.86
				Total for Payment No.:		836.86

Payment No: 722205

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	CARLO CALUPAD	00564282	37054SEP2024A	TRAVEL REIMB COLT ARMORER	General Fund	627.27
2024-10-04	CARLO CALUPAD	00564160	37054SEP2024	TRAVEL REIMB GLOCK ARMORER	General Fund	187.58

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		814.85

Payment No: 722129

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	CORODATA RECORDS MANAGEMENT, INC	00563933	RS7020487	OFFSITE RECORDS MGMT AUG SD	General Fund	59.50
2024-09-27	CORODATA RECORDS MANAGEMENT, INC	00563795	RS3646443	OFFSITE RECORDS MGMT STORAGE	General Fund	755.08
				Total for Payment No.:		814.58

Payment No: 031090

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	BOUND TREE MEDICAL LLC	00564803	85499888	MASKS FOR CITY CPR CLASSES	General Fund	806.44
				Total for Payment No.:		806.44

Payment No: W25078

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	MISSIONSQUARE RETIREMENT	00565205	09/29/24-10/12/24A	WT: B2421 457 PLN CONTRIBUTION	Fringe Benefits	804.27
				Total for Payment No.:		804.27

Payment No: 722479

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	GROUNDSWELL LANDSCAPE DESIGN	00565014	092824	AGREEMENT FOR MAGICAL BRIDGE A	Parks And Recreation	800.00
				Total for Payment No.:		800.00

Payment No: 031137

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	STEPHEN CIARI PUMBING AND	00565182	26947	FIRE 001-7822-87600	General Fund	791.50
				Total for Payment No.:		791.50

Payment No: 722085

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	BRAD CLARK	00563945	41231SEP2024	PARTIAL REFUND FIR22-0190	Fire New Dvlpmnt Srvc Fee	762.00
2024-09-27	BRAD CLARK	00563945	41231SEP2024	PARTIAL REFUND FIR22-0190	General Fund	25.68
				Total for Payment No.:		787.68

Payment No: 722517

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	FAST UNDERCAR SANTA CLARA	00564710	829886	BATTERY FEE	Fleet Operation Fund	4.00
2024-10-18	FAST UNDERCAR SANTA CLARA	00564710	829886	PARTS - STOCK	Fleet Operation Fund	370.76
2024-10-18	FAST UNDERCAR SANTA CLARA	00564711	830188	PARTS - V3607	Fleet Operation Fund	230.60
2024-10-18	FAST UNDERCAR SANTA CLARA	00564711	830188	BATTERY FEE	Fleet Operation Fund	2.18
2024-10-18	FAST UNDERCAR SANTA CLARA	00564708	830863	PARTS- V2236	Fleet Operation Fund	58.75
2024-10-18	FAST UNDERCAR SANTA CLARA	00564709	830970	PARTS - V3192	Fleet Operation Fund	119.04
2024-10-18	FAST UNDERCAR SANTA CLARA	00564709	830970	BATTERY FEE	Fleet Operation Fund	2.00
				Total for Payment No.:		787.33

Payment No: 722104

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	TREVOR CANTANHO	00555591	6579APR2024	FIRESCOPE MEETING	General Fund	475.05
2024-09-27	TREVOR CANTANHO	00556284	6579APR2024A	FIRESCOPE MEETING DEC23	General Fund	309.43
				Total for Payment No.:		784.48

Payment No: 722176

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	SAFETY-KLEEN SYSTEMS INC	00563278	95367141	FEES - HAZ MAT	Fleet Operation Fund	515.00
2024-09-27	SAFETY-KLEEN SYSTEMS INC	00563278	95367141	DRUM TAXABLE	Fleet Operation Fund	263.85
				Total for Payment No.:		778.85

Payment No: 722495

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	AGN GLASS LLC	00564894	2202748	AUTOMOTIVE GLASS	Fleet Operation Fund	490.83
2024-10-18	AGN GLASS LLC	00564894	2202748	AUTOMOTIVE GLASS REPAIR, REPLA	Fleet Operation Fund	277.50
				Total for Payment No.:		768.33

Payment No: 722119

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	BRAVE SPACE THERAPY	00563102	1	BH BRAVE SPACE THERAPY 1/25	General Fund	250.00
2024-09-27	BRAVE SPACE THERAPY	00563103	2	BH BRAVE SPACE THERAPY 2/25	General Fund	250.00
2024-09-27	BRAVE SPACE THERAPY	00563418	3	BH BRAVE SPACE THERAPY	General Fund	250.00
				Total for Payment No.:		750.00

Payment No: 722429

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	POOL PROS INC	00564752	671171823PP	Solar Pool System Repairs	Water Utility	125.00
2024-10-11	POOL PROS INC	00564753	671171824PP	Solar Pool System Repairs	Water Utility	125.00
2024-10-11	POOL PROS INC	00564751	671167835PP	Solar Pool System Repairs	Water Utility	125.00
2024-10-11	POOL PROS INC	00564756	671174263PP	Solar Pool System Repairs	Water Utility	125.00
2024-10-11	POOL PROS INC	00564754	671174260PP	Solar Pool System Repairs	Water Utility	125.00
2024-10-11	POOL PROS INC	00564755	671174262PP	Solar Pool System Repairs	Water Utility	125.00
				Total for Payment No.:		750.00

Payment No: 722193

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	THE CARING GROUP	00563091	4	BH CARING GRP COUNS CNTR #7-9	General Fund	750.00
				Total for Payment No.:		750.00

Payment No: 031022

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	WAXIE SANITARY SUPPLY	00563745	82723875	CLEANTOUCH LX	General Fund	740.03
				Total for Payment No.:		740.03

Payment No: 722414

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	LAURA GOOSSENS PSYCHOTHERAPY	00564245	868	BH LAURA GOOSSENS #16-18	General Fund	735.00
				Total for Payment No.:		735.00

Payment No: 722150

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	HELENE ROTHSCHILD	00563197	FD111-9,10,11	BH HELENE ROTHSCHILD #9-11	General Fund	540.00
2024-09-27	HELENE ROTHSCHILD	00563502	FD111-12	BH HELENE ROTHSCHILD #12	General Fund	180.00
				Total for Payment No.:		720.00

Payment No: 031130

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	R & R INDUSTRIES INC	00564757	677689	SUPPLIES-STREET	General Fund	710.71
				Total for Payment No.:		710.71

Payment No: 031059

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	MIDWEST TAPE LLC	00564344	506087749	1231 JUV DVD	General Fund	65.43
2024-10-11	MIDWEST TAPE LLC	00564344	506087749	1241 AD ABK	General Fund	219.26
2024-10-11	MIDWEST TAPE LLC	00564344	506087749	1241 AD DVD	General Fund	313.72
2024-10-11	MIDWEST TAPE LLC	00564344	506087749	1233 AD DVD	General Fund	58.07
2024-10-11	MIDWEST TAPE LLC	00564344	506087749	1235 AD DVD	General Fund	23.71
				Total for Payment No.:		680.19

Payment No: 722270

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	CODE PUBLISHING CO	00564228	GC00127233	MUNICIPAL CODE ANNUAL WEB FEES	General Fund	680.00
				Total for Payment No.:		680.00

Payment No: 722350

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	CINDY JUANDY	00564534	25145OCT2024	WiZix SERVICE CK PRINTER 9/20	General Fund	175.00
2024-10-11	CINDY JUANDY	00564534	25145OCT2024	WiZix SERVICE CK PRINTER 9/24	General Fund	502.90
				Total for Payment No.:		677.90

Payment No: 031037

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	DIANNE ANCONA	00564147	001357-09	BH THRIVING LIFE COUNSL #22-24	General Fund	675.00
				Total for Payment No.:		675.00

Payment No: 722410

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	KAREN GOEHRING	00564378	1D	BH KAREN GOEHRING #1-3	General Fund	675.00
				Total for Payment No.:		675.00

Payment No: 722304

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	NEIL D. BROWN, LCSW	00563901	41259SEP2024	BH NEIL D. BROWN - 3 SESSIONS	General Fund	675.00
				Total for Payment No.:		675.00

Payment No: 031143

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	TIFCO INDUSTRIES	00564605	72017333	PARTS - SHOP	Fleet Operation Fund	595.19

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	TIFCO INDUSTRIES	00564741	72018158	PARTS - SHOP	Fleet Operation Fund	57.90
				Total for Payment No.:		653.09

Payment No: 722221

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	CA FRANCHISE TAX BOARD	00564354	09/15/24-09/28/24FL	WAGE ATTACHMENT B2420	Payroll Liability&ClearingAcct	650.00
				Total for Payment No.:		650.00

Payment No: 722487

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	CA FRANCHISE TAX BOARD	00565193	09/29/24-10/12/24LF	WAGE ATTACHMENT B2421	Payroll Liability&ClearingAcct	650.00
				Total for Payment No.:		650.00

Payment No: 722132

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	DAVID'S RALLY WHEELS, INC.	00563226	94501	PARTS - FLEET	Fleet Operation Fund	643.50
				Total for Payment No.:		643.50

Payment No: 030882

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	CINTAS CORP #630	00563309	4202127974	2024 AUG WATER UNIFORM SERVICE	Water Utility	466.96
2024-09-27	CINTAS CORP #630	00563309	4202127974	2024 AUG WATER UNIFORM SERVICE	Sewer Utility	166.68
				Total for Payment No.:		633.64

Payment No: 031142

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	THERMAL MECHANICAL INC	00565183	91213	TRITON (538-2222-80300-6140)	Public Buildings	630.00
				Total for Payment No.:		630.00

Payment No: 722369

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	TRAFFIC DATA SERVICE CA, LLC	00564736	24082	AS NEEDED TRAFFIC DATA COLLECT	Streets and Highways Capital F	616.19
				Total for Payment No.:		616.19

Payment No: 030898

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	GREEN HALO SYSTEMS	00563996	5165	OPTION 3: 5/1/24 - 4/30/25 WAS	Solid Waste Program	611.00
				Total for Payment No.:		611.00

Payment No: 031111

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	GREEN HALO SYSTEMS	00564972	5219	OPTION 3: 5/1/24 - 4/30/25 WAS	Solid Waste Program	611.00
				Total for Payment No.:		611.00

Payment No: 722491

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	SANTA CLARA CO SHERIFFS DEPT	00565198	09/29/24-10/12/24YG	WAGE ATTACHMENT B2421	Payroll Liability&ClearingAcct	603.90
				Total for Payment No.:		603.90

Payment No: 030885

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	COAST COUNTIES TRUCK	00563510	01219628P	PARTS - V#3119	Fleet Operation Fund	13.79

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	COAST COUNTIES TRUCK	00563509	01219521P	PARTS - V#3344	Fleet Operation Fund	246.11
2024-09-27	COAST COUNTIES TRUCK	00563607	01219923P	PARTS - STOCK	Fleet Operation Fund	343.82
				Total for Payment No.:		603.72

Payment No: 031018

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	UNITED REFRIGERATION INC	00563733	98419740-00	FS 7	General Fund	599.98
				Total for Payment No.:		599.98

Payment No: 722326

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	STERICYCLE, INC.	00563903	1000820103	Disposal for Evidence Room	General Fund	599.55
				Total for Payment No.:		599.55

Payment No: 722141

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	FRONTIER FORD	00563342	278954	LABOR - V#3578 WO#155901	Fleet Operation Fund	75.75
2024-09-27	FRONTIER FORD	00563342	278954	PARTS - V#3578 WO#155901	Fleet Operation Fund	93.78
2024-09-27	FRONTIER FORD	00563255	279292	LABOR - WO 153948, V3210	Fleet Operation Fund	75.75
2024-09-27	FRONTIER FORD	00563255	279292	PARTS - WO 153948, V3210	Fleet Operation Fund	121.90
2024-09-27	FRONTIER FORD	00563255	279292	WASTE DISPOSAL COSTS	Fleet Operation Fund	3.27
2024-09-27	FRONTIER FORD	00563431	279355	LABOR - WO 156019, V3529	Fleet Operation Fund	75.75
2024-09-27	FRONTIER FORD	00563431	279355	PARTS	Fleet Operation Fund	121.90
2024-09-27	FRONTIER FORD	00563431	279355	WASTE DISPOSAL COSTS	Fleet Operation Fund	3.27
				Total for Payment No.:		571.37

Payment No: 722381

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	AGN GLASS LLC	00564563	1468493	AUTOMOTIVE GLASS REPAIR, REPLA	Fleet Operation Fund	232.50
2024-10-11	AGN GLASS LLC	00564563	1468493	AUTOMOTIVE GLASS	Fleet Operation Fund	322.48
				Total for Payment No.:		554.98

Payment No: 722413

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	KONE INC	00564114	1158795236	GUN RANGE	General Fund	550.59
				Total for Payment No.:		550.59

Payment No: 722207

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	DEPT OF COMMUNITY SVCS&DEVELOP	00564338	25711-07 UTILITY REFUND	UTILITY REFUND	General Fund	31.22
2024-10-04	DEPT OF COMMUNITY SVCS&DEVELOP	00564339	46191-19 UTILITY REFUND	UTILITY REFUND	General Fund	58.55
2024-10-04	DEPT OF COMMUNITY SVCS&DEVELOP	00564340	75020-04 UTILITY REFUND	UTILITY REFUND	General Fund	453.70
				Total for Payment No.:		543.47

Payment No: 722405

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	HELENE ROTHSCHILD	00564377	FD111-13,14,15	BH HELENE ROTHSCHILD #13-15	General Fund	540.00
				Total for Payment No.:		540.00

Payment No: 722336

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	UNIQUE TOWING	00563684	00254916	TOW FEES	General Fund	267.57
2024-10-04	UNIQUE TOWING	00563686	00253555	TOW FEES	General Fund	267.57
				Total for Payment No.:		535.14

Payment No: 722357

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	JENIFER SILVEIRA	00564548	18638SEP2024	WLLE TRAINING CONFERENCE	General Fund	247.28
2024-10-11	JENIFER SILVEIRA	00564665	18638SEP2024A	CIVILIAN LEADERSHIP ACADEMY 3	General Fund	287.62
				Total for Payment No.:		534.90

Payment No: 031078

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	UNITED REFRIGERATION INC	00564116	97256656-00	SUPPLIES	General Fund	273.62
2024-10-11	UNITED REFRIGERATION INC	00564117	98764351-00	SUPPLIES	General Fund	245.35
				Total for Payment No.:		518.97

Payment No: 031079

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	UNITY COURIER SERVICES, INC	00564324	9619	LINK + DELIVERY	General Fund	252.47
2024-10-11	UNITY COURIER SERVICES, INC	00564325	10134	LINK + DELIVERY	General Fund	253.67
				Total for Payment No.:		506.14

Payment No: 030961

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	ALEKSANDRA SOYKIN, PHD	00563854	100-2	ALEKSANDRA SOYKIN #3/25 - 4/25	General Fund	500.00
				Total for Payment No.:		500.00

Payment No: 722388

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	CDH COUNSELING SERVICES, PLLC	00564277	204	BH CDH COUNSELING SVCS #3-4	General Fund	500.00
				Total for Payment No.:		500.00

Payment No: 722335

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	U.S. ARMOR CORPORATION	00563902	47588	Outer Vest Carrier	Police Operating Grant Fund	500.00
				Total for Payment No.:		500.00

Payment No: 722291

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	IMPERIAL SPRINKLER SUPPLY	00563739	0017513375-001	NDS 6" RND BOX	General Fund	24.36
2024-10-04	IMPERIAL SPRINKLER SUPPLY	00563740	0017478009-001	NITRILE GLOVES	General Fund	8.66
2024-10-04	IMPERIAL SPRINKLER SUPPLY	00563740	0017478009-001	FOG FREE LENSES	General Fund	32.68
2024-10-04	IMPERIAL SPRINKLER SUPPLY	00563737	0017508911-001	PVC FITTINGS	General Fund	44.65
2024-10-04	IMPERIAL SPRINKLER SUPPLY	00563738	0017513916-001	RB 12 STA MODULE	General Fund	387.89
				Total for Payment No.:		498.24

Payment No: 722553

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	STANDARD PLUMBING SUPPLY CO	00564536	XLM723	PLUMBING FITTINGS	General Fund	185.44
2024-10-18	STANDARD PLUMBING SUPPLY CO	00564535	XLLP27	PLUMBING FITTINGS	General Fund	296.68
				Total for Payment No.:		482.12

Payment No: 031099

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	CSG CONSULTANTS INC	00564796	57452	ANNUAL STREET PAVEMENT MAINTEN	Streets and Highways Capital F	480.00
				Total for Payment No.:		480.00

Payment No: 722536

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	OIL CHANGER	00564597	AUG 2024 CAR WASH	AUG 2024 - SERVICE	Fleet Operation Fund	245.00
2024-10-18	OIL CHANGER	00564599	SEP 2024 CAR WASH	SEP 2024 - SERVICE	Fleet Operation Fund	224.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		469.00

Payment No: 030945

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	WESTERN STATES OIL CO	00563244	495294	PD MOTORS BATCH ENTRY	Fleet Operation Fund	467.34
				Total for Payment No.:		467.34

Payment No: W25072

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-07	SANTA CLARA CONVENTION CENTER	00564463	2461OCT2024	WT: CIP FUND REQ EDGES #2	SCCC Capital Improvement Fund	463.78
				Total for Payment No.:		463.78

Payment No: 031003

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	OMEGA INDUSTRIAL SUPPLY INC	00563744	158880	TERMINATOR BOX OF 24	General Fund	445.45
				Total for Payment No.:		445.45

Payment No: 722546

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	SAN JOSE BMW	00564600	4404622	PARTS - V#3540	Fleet Operation Fund	427.25
				Total for Payment No.:		427.25

Payment No: 722161

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	MATTHEWS INTERNATIONAL CORP	00563556	9002630922	BRONZE PLAQUE: DOROTHY WILSON	Cemetery	426.53
				Total for Payment No.:		426.53

Payment No: 722323

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	STANDARD PLUMBING SUPPLY CO	00564053	XKBG73	PLUMBING FITTINGS & ACCESSORIE	General Fund	371.60
2024-10-04	STANDARD PLUMBING SUPPLY CO	00564054	XKBM22	PLUMBING FITTINGS	General Fund	48.69
				Total for Payment No.:		420.29

Payment No: 722507

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	CPS HR CONSULTING	00564885	0014442	Consulting SVCS 7/1-8/31 2024	Deposit Funds.	413.75
				Total for Payment No.:		413.75

Payment No: 030914

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	MUNICIPAL MAINTENANCE EQUIPMNT	00563519	026750	PARTS - V#3256	Fleet Operation Fund	411.07
				Total for Payment No.:		411.07

Payment No: 030954

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	INTL FIREFIGHTERS LOCAL 1171	00564349	09/01/24-09/28/24	RETIRED FIRE MEDICAL BENEFITS	Payroll Liability&ClearingAcct	411.00
				Total for Payment No.:		411.00

Payment No: 722394

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	D&M TRAFFIC SERVICES	00564389	10045.1	rent waterwalls for traffic	General Fund	261.90
2024-10-11	D&M TRAFFIC SERVICES	00564434	11374	SUPPLIES - TRAFFIC	General Fund	148.50
				Total for Payment No.:		410.40

Payment No: 030929

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	STEVE ERNST	00563326	18429AUG2024	TRAVEL REIMB ADVANCED CSI	General Fund	407.00
				Total for Payment No.:		407.00

Payment No: 722477

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	DOUGLAS BELL	00564983	14073OCT2024	SWAT TEAM LEADER	General Fund	407.00
				Total for Payment No.:		407.00

Payment No: 722535

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	ODIN METROLOGY INC	00564867	28876	Recalibration of meter & Gen R	General Fund	406.95
				Total for Payment No.:		406.95

Payment No: 722475

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	CAMERON SMITH	00564920	24249OCT2024	CO3C REIMBURSEMENT	General Fund	399.00
				Total for Payment No.:		399.00

Payment No: 030911

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	LYDIA ADKINS PSYCHOTHERAPY	00563214	0008	BH LYDIA ADKINS THERAPY 16-17	General Fund	380.00
				Total for Payment No.:		380.00

Payment No: 722324

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	STATE CONTROLLERS OFFICE	00563681	FTB-00006763	offset charges	General Fund	372.18
				Total for Payment No.:		372.18

Payment No: 031053

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	LEVY SANTA CLARA CONVENTION CENTER	00564632	479323	DMO DIRECTOR MEETING LUNCHES	Deposit Funds.	366.44
				Total for Payment No.:		366.44

Payment No: 030923

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	RICOH CORP	00562997	1101235376	CAO - Ricoh Hard Drive Removal	Information Technology Service	350.00
				Total for Payment No.:		350.00

Payment No: 722157

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	JOHNSTONE SUPPLY	00563285	25-S101019493.001	SUPPLIES	General Fund	343.44
				Total for Payment No.:		343.44

Payment No: 722087

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	CINDY JUANDY	00563791	25145SEP2024	CPA RENEWAL 24-26	General Fund	340.00
				Total for Payment No.:		340.00

Payment No: 722177

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	SAN JOSE BMW	00563899	4403279	PARTS - SHOP	Fleet Operation Fund	335.76
				Total for Payment No.:		335.76

Payment No: W25077

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	MISSIONSQUARE RETIREMENT	00565204	09/29/24-10/12/24	WT: B2421 401 (A) PLAN CONTRIB	Fringe Benefits	330.77
				Total for Payment No.:		330.77

Payment No: W25068

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	MISSIONSQUARE RETIREMENT	00564371	09/15/24-09/28/24	WT: B2110 401 (A) PLAN CONTRIB	Fringe Benefits	330.77
				Total for Payment No.:		330.77

Payment No: 030931

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	SUMMIT UNIFORMS	00563435	16893	Crossing Guard Uniform	General Fund	162.97
2024-09-27	SUMMIT UNIFORMS	00563438	17532	Crossing Gd. Uniform	General Fund	88.59
2024-09-27	SUMMIT UNIFORMS	00563439	17584	BDU Pants	General Fund	75.47
				Total for Payment No.:		327.03

Payment No: 722182

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	SNAP-ON INDUSTRIAL	00563630	ARV/62343826	PARTS - SHOP	Fleet Operation Fund	315.15
				Total for Payment No.:		315.15

Payment No: 722345

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	WITMER-TYSON IMPORTS INC	00563676	T15564	K9 Tank boarding & services	General Fund	314.00
				Total for Payment No.:		314.00

Payment No: 722156

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	JOHN STANTON	00563790	12886SEP2024	TRAVEL REIMB ARPOC TRAINING CO	General Fund	313.00
				Total for Payment No.:		313.00

Payment No: 722454

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	TELEFLEX LLC	00564425	9508944934	LMA SUPREME SIZE 1.5	General Fund	155.89
2024-10-11	TELEFLEX LLC	00564426	9508944936	LMA SUPREME SIZE 1.5	General Fund	153.78
				Total for Payment No.:		309.67

Payment No: 722359

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	LINDSEY ROMERO	00564550	38421SEP2024	WLLE TRAINING CONFERENCE	General Fund	301.35
				Total for Payment No.:		301.35

Payment No: 722214

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	MORALES, ALEXIS	00564158	30487SEP2024	TRAVEL REIMB WLLE TRAINING CON	General Fund	292.02
				Total for Payment No.:		292.02

Payment No: 722172

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	PETERSON CAT	00563628	PC001871317	PARTS - V3607	Fleet Operation Fund	273.95
2024-09-27	PETERSON CAT	00563629	PC001871161	PARTS - V3607	Fleet Operation Fund	15.51
				Total for Payment No.:		289.46

Payment No: 722465

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	VERIZON WIRELESS	00564382	9974626181	MUNI SVCS WIRELESS	General Fund	286.35
				Total for Payment No.:		286.35

Payment No: 722532

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	NAPA AUTO PARTS	00564594	5983-956763	PARTS - STOCK	Fleet Operation Fund	63.27

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	NAPA AUTO PARTS	00564595	5983-957471	PARTS - V#3749	Fleet Operation Fund	50.52
2024-10-18	NAPA AUTO PARTS	00564734	5983-957530	PARTS - V3508	Fleet Operation Fund	106.59
2024-10-18	NAPA AUTO PARTS	00564731	5983-957987	PARTS - V2734	Fleet Operation Fund	61.55
				Total for Payment No.:		281.93

Payment No: 722370

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	WINDY FAZZI	00564553	24444SEP2024	WLLE TRAINING CONFERENCE	General Fund	280.30
				Total for Payment No.:		280.30

Payment No: 722448

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	SMART CITY NETWORKS, L.P.	00564631	070-001-09-2024	IT MONTHLY SVCS SEPT2024	Deposit Funds.	278.00
				Total for Payment No.:		278.00

Payment No: 722213

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	METLIFE INDIVIDUAL LONG TERM	00564348	19647956OCT2024	BIWEEKLY PR METLIFE LT B2420	Payroll Liability&ClearingAcct	266.60
				Total for Payment No.:		266.60

Payment No: 722449

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	SONSRAY MACHINERY LLC	00564270	PSO150676-1	PARTS - V3637	Fleet Operation Fund	264.70
				Total for Payment No.:		264.70

Payment No: 722526

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	JAIME PONCIANO	00564515	41251OCT2024	HINT reimbursement for medical	General Fund	260.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		260.00

Payment No: 722272

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	CRIME SCENE CLEANERS INC	00563689	90126	CLEAN VEH 3695	General Fund	130.00
2024-10-04	CRIME SCENE CLEANERS INC	00563690	90023	CLEAN VEH 3725	General Fund	130.00
				Total for Payment No.:		260.00

Payment No: 722095

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	LUKE ERICKSON	00563890	22269SEP2024	TRAVEL REIMB SLI SESSION 6	General Fund	259.00
				Total for Payment No.:		259.00

Payment No: 722089

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	ERICA EWING	00563887	31696SEP2024	TRAVEL REIMB WLLE TRAINING CON	General Fund	254.41
				Total for Payment No.:		254.41

Payment No: 030940

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	UNITY COURIER SERVICES, INC	00563651	9451	LINK + DELIVERY	General Fund	252.47
				Total for Payment No.:		252.47

Payment No: 722263

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	BRAVE SPACE THERAPY	00563784	4	BH BRAVE SPACE THERAPY	General Fund	250.00
				Total for Payment No.:		250.00

Payment No: 722329

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	T-MOBILE USA INC	00563897	9579920667	Tower Dump 2408040011	General Fund	150.00
2024-10-04	T-MOBILE USA INC	00563898	9579133134	Timing Advance 2408050023	General Fund	100.00
				Total for Payment No.:		250.00

Payment No: 722368

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	SHAWN S. CURRY	00564663	8422SEP2024	REIMB VAULT OVERCHARGE	Cemetery	20.72
2024-10-11	SHAWN S. CURRY	00564663	8422SEP2024	REIMB VAULT OVERCHARGE	Cemetery	227.00
				Total for Payment No.:		247.72

Payment No: 030915

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	MUNISERVICES LLC	00563264	INV06-019447	ACFR RPT FY23-24 DEMOG/ECON	General Fund	240.00
				Total for Payment No.:		240.00

Payment No: 722308

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	PEACE OFFICERS RESEARCH ASSOC OF CA	00563678	792342	1st qtr FY25 LDFdues	General Fund	240.00
				Total for Payment No.:		240.00

Payment No: 722247

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	AJAYKUMAR MANUBHAI	00564029	41258SEP2024	Plumbing Permit BLD24-02194	Building New Dvlpmnt Srvc Fee	230.00
2024-10-04	AJAYKUMAR MANUBHAI	00564029	41258SEP2024	Tech Fee - PC BDIV & Permit	General Fund	7.75
				Total for Payment No.:		237.75

Payment No: 722094

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	LINDSAY LEBARON	00563889	37976SEP2024	TRAVEL REIMB WLLE TRAINING CON	General Fund	235.49
				Total for Payment No.:		235.49

Payment No: 722259

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	BANKSIA LANDSCAPE, INC.	00564091	21557	LANDSCAPING AND AS-NEEDED REPA	Convention Cnt Maintenance Dis	232.00
				Total for Payment No.:		232.00

Payment No: 722467

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	VERIZON WIRELESS	00564384	9974635093	FIRE EMS WIRELESS	General Fund	230.46
				Total for Payment No.:		230.46

Payment No: 030907

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	JP GRAPHICS INC	00563997	103882	Business Cards - A Gomes	Deposit Funds.	229.16
				Total for Payment No.:		229.16

Payment No: 722445

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	SCP DISTRIBUTORS LLC	00564403	36142401	POOL ROPE	General Fund	229.16
				Total for Payment No.:		229.16

Payment No: 030993

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	KINOKUNIYA BOOKSTORES OF AMERICA CO. LTD	00563758	SJ2030	1231 JUV BK	General Fund	22.25
2024-10-04	KINOKUNIYA BOOKSTORES OF	00563754	SJ2029	1241 AD BK	General Fund	205.89

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	AMERICA CO. LTD					
				Total for Payment No.:		228.14

Payment No: 722407

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	IMPERIAL SPRINKLER SUPPLY	00564395	0017856890-001	EXTENDABLE WRENCH	General Fund	226.73
				Total for Payment No.:		226.73

Payment No: 722124

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	CENTER FOR TRAUMA, ANXIETY,	00563584	8	BH CENTER TRAUMA ANXIETY 9/25	General Fund	225.00
				Total for Payment No.:		225.00

Payment No: 722497

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	ALLIED AUTO STORES	00564703	01GJ4388	CREDIT MEMO - PARTS RETURN	Fleet Operation Fund	-539.32
2024-10-18	ALLIED AUTO STORES	00564705	01FZ1590	CREDIT - PARTS	Fleet Operation Fund	-30.63
2024-10-18	ALLIED AUTO STORES	00564695	01GJ9250	PARTS - V3273	Fleet Operation Fund	255.37
2024-10-18	ALLIED AUTO STORES	00564702	01CG1791	PARTS - STOCK	Fleet Operation Fund	539.32
				Total for Payment No.:		224.74

Payment No: 722180

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	SHREDLOGIX INC	00563714	24478	SHREDDING SERVICES	General Fund	216.00
				Total for Payment No.:		216.00

Payment No: 031087

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	ALL GUARD ALARM SYSTEMS INC	00565151	S128013	FLEET 053-2123-87600	Fleet Operation Fund	85.00
2024-10-18	ALL GUARD ALARM SYSTEMS INC	00564991	A760141	MRTC MONTHLY RADIO 10/1-31/24	Storm Drain	60.00
2024-10-18	ALL GUARD ALARM SYSTEMS INC	00565148	S127867	001-7745-87600-6678 PD GUN RAN	General Fund	70.00
				Total for Payment No.:		215.00

Payment No: 722253

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	ANDREW MEROVICH	00564170	1481	CHANGE ORDER #2: ADDITIONAL FU	General Fund	214.50
				Total for Payment No.:		214.50

Payment No: 722101

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	RACHEL THOMAS	00563893	3700SEP2024	TRAVEL REIMB WLLE TRAINING CON	General Fund	209.50
				Total for Payment No.:		209.50

Payment No: 722096

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	MELISSA MORENO	00563891	27274SEP2024	TRAVEL REIMB WLLE TRAINING CON	General Fund	209.50
				Total for Payment No.:		209.50

Payment No: 722092

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	KRISTEN ESCAMILLA	00563888	41252SEP2024	TRAVEL REIMB WLLE TRAINING CON	General Fund	209.50
				Total for Payment No.:		209.50

Payment No: 722086

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	CAITLIN FRATES	00563886	38622SEP2024	TRAVEL REIMB WLLE TRAINING CON	General Fund	209.50
				Total for Payment No.:		209.50

Payment No: 031000

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	MIDWEST TAPE LLC	00563992	506055163	1241 AD DVD	General Fund	31.90
2024-10-04	MIDWEST TAPE LLC	00563992	506055163	1233 AD DVD	General Fund	60.52
2024-10-04	MIDWEST TAPE LLC	00563990	506023626	1241 AD ABK	General Fund	41.44
2024-10-04	MIDWEST TAPE LLC	00563990	506023626	1235 AD DVD	General Fund	39.24
2024-10-04	MIDWEST TAPE LLC	00563992	506055163	1241 AD CD	General Fund	34.90
				Total for Payment No.:		208.00

Payment No: 722098

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	MIKE CRESCINI	00563818	10266SEP2024	TRAVEL REIMB INTERNAL AFFAIRS	General Fund	206.50
				Total for Payment No.:		206.50

Payment No: 722097

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	MIKE CARLETON	00563817	12288SEP2024	TRAVEL REIMB INTERNAL AFFAIRS	General Fund	206.50
				Total for Payment No.:		206.50

Payment No: 722434

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	REED & GRAHAM INC	00564079	091309	MATERIALS-STREET	General Fund	204.75
				Total for Payment No.:		204.75

Payment No: 722332

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	TMT ENTERPRISES INC	00564052	21312	MULCH MATERIAL	General Fund	203.44
				Total for Payment No.:		203.44

Payment No: 722114

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	BANK OF AMERICA	00563776	0015063333	SCSA ACCOUNT ANALYSIS FEE	S.C.Stadium Authority Ops	100.15
2024-09-27	BANK OF AMERICA	00563777	0015063332	SCSA ACCOUNT ANALYSIS FEE	S.C.Stadium Authority Ops	102.20
				Total for Payment No.:		202.35

Payment No: 722283

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	FRONTIER FORD	00564216	280053	PARTS - V#3534 WO#156116	Fleet Operation Fund	125.17
2024-10-04	FRONTIER FORD	00564216	280053	LABOR - V#3534 WO#156116	Fleet Operation Fund	75.75
				Total for Payment No.:		200.92

Payment No: 031084

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	WAXIE SANITARY SUPPLY	00564153	82758017	WAXIE SANITARY SUPPLY	General Fund	200.42
				Total for Payment No.:		200.42

Payment No: 722206

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	CARLOS GAONA	00564161	1089SEP2024	FY24/25 TOOL REIMB HOME DEPOT	Fleet Operation Fund	196.43
				Total for Payment No.:		196.43

Payment No: 722436

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	RESTORATION FAMILY COUNSELING	00564327	FD2-2	BH RESTORATION FAM COUNSL 2/25	General Fund	195.00
				Total for Payment No.:		195.00

Payment No: 722212

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	MERRILEE SCALISE	00564284	3698SEP2024	TRAVEL REIMB CALIF CLETS USER	General Fund	184.00
				Total for Payment No.:		184.00

Payment No: 722367

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	SHANNON MOYA	00564459	36950OCT2024	License Renewal FY24-25	Building New Dvlpmnt Srvc Fee	180.00
				Total for Payment No.:		180.00

Payment No: 722355

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	FARZAM TONDNEVIS	00564458	38425OCT2024	License Renewal FY24-25	Building New Dvlpmnt Srvc Fee	180.00
				Total for Payment No.:		180.00

Payment No: 722360

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	MIA NGUYEN	00564285	40115OCT2024	License Renewal FY24-25	Building New Dvlpmnt Srvc Fee	180.00
				Total for Payment No.:		180.00

Payment No: 722562

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	UC REGENTS-UC COOPERATIVE EXTENSION	00564435	20240930CEP	CMPST BINS CEP WORKSHOPS	Solid Waste Program	175.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		175.00

Payment No: 722134

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	EAGLE SIGNS AND DESIGNS LLC	00563279	7026	SIGNS	General Fund	175.00
				Total for Payment No.:		175.00

Payment No: 722356

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	INGRID ANNE FOSTER	00564662	41273SEP2024	REIMB FOUNDATION FEE OVERCHG	Cemetery	173.00
				Total for Payment No.:		173.00

Payment No: 722173

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	RELATIONSHIP THERAPY CENTER	00563215	70055	BH RELATIONSHIP THERAPY CENTER	General Fund	170.00
				Total for Payment No.:		170.00

Payment No: 031098

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	CLEARSTAR, INC.	00564513	1518942	3 exec background checks	General Fund	157.14
				Total for Payment No.:		157.14

Payment No: 722556

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	TELEFLEX LLC	00564804	9508429650	LMA SUPREME SIZE 2.5	General Fund	155.91
				Total for Payment No.:		155.91

Payment No: 722330

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	TELEFLEX LLC	00564055	9508939607	LMA SUPREME SIZE 1	General Fund	153.78
				Total for Payment No.:		153.78

Payment No: 722192

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	TELEFLEX LLC	00563644	9508881938	CATH-GUIDE AIRWAY	General Fund	153.55
				Total for Payment No.:		153.55

Payment No: 722358

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	JOVAN GROGAN	00564549	39957SEP2024	BLOOMBERG HARVARD CITY LEADERS	General Fund	150.00
				Total for Payment No.:		150.00

Payment No: 722354

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	ELIZABETH KLOTZ	00564546	38001SEP2024	BLOOMBERG HARVARD CITY LEADERS	General Fund	150.00
				Total for Payment No.:		150.00

Payment No: 722223

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	CA FRANCHISE TAX BOARD	00564356	09/15/24-09/28/24JO	WAGE ATTACHMENT B2420	Payroll Liability&ClearingAcct	150.00
				Total for Payment No.:		150.00

Payment No: 722489

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	CA FRANCHISE TAX BOARD	00565195	09/29/24-10/12/24JO	WAGE ATTACHMENT B2421	Payroll Liability&ClearingAcct	150.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		150.00

Payment No: 030971

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	CAVENDISH SQUARE PUBLISHING LLC	00563906	CAL348529I	1231 JUV BK	General Fund	143.38
				Total for Payment No.:		143.38

Payment No: 722474

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	ZORO TOOLS INC.	00564411	INV14959729	SANITIZING PUMP SPRAYER	Cemetery	38.11
2024-10-11	ZORO TOOLS INC.	00564412	INV14959445	CHEMICAL RESISTANT GLOVES	Cemetery	23.58
2024-10-11	ZORO TOOLS INC.	00564409	INV14945784	FACESHIELD	Cemetery	75.64
				Total for Payment No.:		137.33

Payment No: 722458

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	UNIQUE TOWING	00564293	256041	LABOR - WO 156081, V3586	Fleet Operation Fund	130.00
				Total for Payment No.:		130.00

Payment No: 722397

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	FAST UNDERCAR SANTA CLARA	00564298	828378	PARTS - V3564	Fleet Operation Fund	7.86
2024-10-11	FAST UNDERCAR SANTA CLARA	00564416	829243	CA BATTERY FEE	Fleet Operation Fund	2.18
2024-10-11	FAST UNDERCAR SANTA CLARA	00564416	829243	PARTS - V3286	Fleet Operation Fund	119.01
				Total for Payment No.:		129.05

Payment No: 722481

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	JASON THOMAS	00565009	41294OCT2024	MILEAGE REIMB 188 MILES	General Fund	125.96
				Total for Payment No.:		125.96

Payment No: 722224

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	CA FRANCHISE TAX BOARD	00564357	09/15/24-09/28/24JR	WAGE ATTACHMENT B2420	Payroll Liability&ClearingAcct	125.00
				Total for Payment No.:		125.00

Payment No: 722220

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	CA FRANCHISE TAX BOARD	00564353	09/15/24-09/28/24CB	WAGE ATTACHMENT B2420	Payroll Liability&ClearingAcct	125.00
				Total for Payment No.:		125.00

Payment No: 722490

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	CA FRANCHISE TAX BOARD	00565196	09/29/24-10/12/24JR	WAGE ATTACHMENT B2421	Payroll Liability&ClearingAcct	125.00
				Total for Payment No.:		125.00

Payment No: 722486

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	CA FRANCHISE TAX BOARD	00565192	09/29/24-10/12/24CB	WAGE ATTACHMENT B2421	Payroll Liability&ClearingAcct	125.00
				Total for Payment No.:		125.00

Payment No: 722382

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	ALLIED AUTO STORES	00564410	01GJ2649	PARTS - V3544	Fleet Operation Fund	123.03

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		123.03

Payment No: 031124

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	MOORE IACOFANO GOLTSMAN, INC	00565012	0088065	Housing Element	CDD Operating Grant Fund	120.00
				Total for Payment No.:		120.00

Payment No: 722309

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	PEACE OFFICERS RESEARCH ASSOC OF CA	00563677	453924	1st qtr FY25 member dues	General Fund	120.00
				Total for Payment No.:		120.00

Payment No: 722108

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	ALHAMBRA & SIERRA SPRINGS	00563254	4973747 083024	WATER SERVICE	Fleet Operation Fund	115.30
				Total for Payment No.:		115.30

Payment No: 722433

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	RDO EQUIPMENT CO	00564257	P4142974	PARTS - V2953	Fleet Operation Fund	107.79
				Total for Payment No.:		107.79

Payment No: 722549

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	SCP DISTRIBUTORS LLC	00564542	36142728	POWDERED CONDITIONER	General Fund	107.42
				Total for Payment No.:		107.42

Payment No: 030997

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	LINDE GAS & EQUIPMENT INC.	00564039	45308171	CYLINDER RENTAL	General Fund	102.67
				Total for Payment No.:		102.67

Payment No: 722496

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	ALHAMBRA & SIERRA SPRINGS	00564707	4973747 092724	FLEET WATER SERVICE	Fleet Operation Fund	100.25
				Total for Payment No.:		100.25

Payment No: 722103

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	THOMAS GRATNY	00563819	1190SEP2024	TRAVEL REIMB MOTOCYCLE OFFICER	General Fund	98.25
				Total for Payment No.:		98.25

Payment No: 722093

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	KWEICHANG WACHHOLZ-YEE	00563816	40897AUG2024	TRAVEL REIMB MOTOCYCLE OFFICER	General Fund	98.25
				Total for Payment No.:		98.25

Payment No: 722088

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	DARYL KING	00563815	37975SEP2024	TRAVEL REIMB MOTOCYCLE OFFICER	General Fund	98.25
				Total for Payment No.:		98.25

Payment No: 722208

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	GABRIEL VALENCIA	00563765	41255SEP2024	DMV Class B Driver Permit Fee	Water Utility	98.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
				Total for Payment No.:		98.00

Payment No: 722204

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	BRYCE TYLER GOERING	00563766	41254SEP2024	DMV Class B Driver Permit Fee	Water Utility	98.00
				Total for Payment No.:		98.00

Payment No: 722542

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	ROYAL BRASS INC	00564739	00344036	PARTS - V3413	Fleet Operation Fund	97.40
				Total for Payment No.:		97.40

Payment No: 722525

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	INSTANT STORAGE SERVICE	00564683	154720	Storage Container	General Fund	92.76
				Total for Payment No.:		92.76

Payment No: 031002

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	NI GOVERNMENT SERVICES	00563692	24082908551	SATELLITE RADIO FEES	General Fund	90.14
				Total for Payment No.:		90.14

Payment No: 722390

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	CODE PUBLISHING CO	00564524	GCI0015541	CUSTOM TABS FOR STATUUTORY REF	General Fund	88.00
				Total for Payment No.:		88.00

Payment No: 722502

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	CDW GOVERNMENT	00565103	AA6IX4J	CONFERENCE EQUIPMENT	General Fund	84.80
				Total for Payment No.:		84.80

Payment No: 722261

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	BETTS TRUCK PARTS	00564201	04P18661	PARTS - V#2900	Fleet Operation Fund	82.15
				Total for Payment No.:		82.15

Payment No: 722289

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	HOME DEPOT SUPPLY	00564042	826531915	TIMEMIST	General Fund	81.97
				Total for Payment No.:		81.97

Payment No: 031122

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	[redacted]	00564881	434692	LEGAL SERVICES - [redacted]	[redacted]	[redacted]
				Total for Payment No.:		76.00

Payment No: 003650

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-30	CAL PERS - PO BOX 1982	00564080	11/26/23-07/06/24	EMPLOYER/EMPLOYEE DED 06613	Payroll Liability&ClearingAcct	27.94
2024-09-30	CAL PERS - PO BOX 1982	00564080	11/26/23-07/06/24	EMPLOYER/EMPLOYEE DED 06613	Payroll Liability&ClearingAcct	47.22
				Total for Payment No.:		75.16

Payment No: 722307

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	PACIFIC TELEMANAGEMENT SVCS	00563908	2127083	PD PAY PHONE SERVICE OCT 2024	Information Technology	75.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					Service	
				Total for Payment No.:		75.00

Payment No: 722222

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	CA FRANCHISE TAX BOARD	00564355	09/15/24-09/28/24CG	WAGE ATTACHMENT B2420	Payroll Liability&ClearingAcct	75.00
				Total for Payment No.:		75.00

Payment No: 722488

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	CA FRANCHISE TAX BOARD	00565194	09/29/24-10/12/24CG	WAGE ATTACHMENT B2421	Payroll Liability&ClearingAcct	75.00
				Total for Payment No.:		75.00

Payment No: 030947

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	JB TROPHIES	00564154	215002	PLAQUE ENGRAVING	General Fund	73.60
				Total for Payment No.:		73.60

Payment No: 030998

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	LN CURTIS & SONS	00564056	INV864710	SEO Benningson stadium uni	General Fund	71.65
				Total for Payment No.:		71.65

Payment No: 722136

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	EQUIFAX CREDIT INFORMATION SVC	00563251	2062095747	special event officers	General Fund	23.21
2024-09-27	EQUIFAX CREDIT INFORMATION	00563251	2062095747	recruiting unit	General Fund	34.62

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	SVC					
				Total for Payment No.:		57.83

Payment No: 722131

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	CRISTINA PFUND	00561938	74429-01 UTILITY REFUNDA	UTILITY REFUND	General Fund	54.08
				Total for Payment No.:		54.08

Payment No: 722466

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	VERIZON WIRELESS	00564383	9974635092	FIRE STADIUM WIRELESS	General Fund	50.10
				Total for Payment No.:		50.10

Payment No: 722110

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	AMN HEALTHCARE LANGUAGE SERVICES INC	00563200	SIN641587	AMN HEALTHCARE LANG SVCS	General Fund	50.00
				Total for Payment No.:		50.00

Payment No: 722090

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	GEORGE IRIAS GUERRERO	00563310	40874SEP2024	2024 SEP STATE WTR TEST APPLIC	Water Utility	50.00
				Total for Payment No.:		50.00

Payment No: 722392

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	CONSOLIDATED PARTS INC	00564107	5089287	PARTS	General Fund	48.30
				Total for Payment No.:		48.30

Payment No: 722274

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	D&M TRAFFIC SERVICES	00563748	9592	MARKING PAINT & ACCESSORIES	General Fund	116.64
2024-10-04	D&M TRAFFIC SERVICES	00563585	4132	CREDIT MEMO FOR INV 52529	General Fund	-69.06
				Total for Payment No.:		47.58

Payment No: 722337

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	UNITED PARCEL SERVICE	00564232	00009882E5384A	DELIVERY CHARGES	General Fund	16.90
2024-10-04	UNITED PARCEL SERVICE	00564232	00009882E5384A	DELIVERY CHARGES	Water Utility	30.07
				Total for Payment No.:		46.97

Payment No: 031055

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	LINDE GAS & EQUIPMENT INC.	00564314	45317009	SERVICE FEE - SHOP	Fleet Operation Fund	43.70
2024-10-11	LINDE GAS & EQUIPMENT INC.	00564314	45317009	PAPER INVOICE FEE	Fleet Operation Fund	2.18
				Total for Payment No.:		45.88

Payment No: 722296

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	KALL8	00563894	E42516073124	MONTHLY Q CARD	General Fund	21.03
2024-10-04	KALL8	00563895	E42516083124	MONTHLY Q CARD	General Fund	20.72
				Total for Payment No.:		41.75

Payment No: 722482

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	KYLIE NARASAKI	00564514	41247OCT2024	reimbursement for livescan	General Fund	40.00
				Total for Payment No.:		40.00

Payment No: 722420

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	MYERS TIRE SUPPLY	00564316	43513991	PARTS - V3288	Fleet Operation Fund	35.47
				Total for Payment No.:		35.47

Payment No: 722197

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	UNITED PARCEL SERVICE	00563952	00009882E5374A	DELIVERY CHARGES	General Fund	16.90
2024-09-27	UNITED PARCEL SERVICE	00563789	00009882E5364A	DELIVERY CHARGES: CITY CLERK	General Fund	16.90
				Total for Payment No.:		33.80

Payment No: 030977

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	EBSCO INFORMATION SERVICES	00563747	2500296	1241 AD PR	General Fund	30.16
				Total for Payment No.:		30.16

Payment No: 722378

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	PG&E	00564461	8978316890-2 SEP2024	2024 SEPT 700 LOS ESTEROS	Sewer Utility	29.82
				Total for Payment No.:		29.82

Payment No: 722342

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	WENDY SPRINGER	00564163	41256SEP2024	PARKS DEPT REFUND	General Fund	25.00
				Total for Payment No.:		25.00

Payment No: 722409

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	JOHN GRECO	00546043	23267-03 UTILITY REFUND	UTILITY REFUND	General Fund	24.09
				Total for Payment No.:		24.09

Payment No: 722428

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	PETERSON CAT	00564242	PC001871943	PARTS - V3253	Fleet Operation Fund	23.93
				Total for Payment No.:		23.93

Payment No: 030877

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	BOUND TREE MEDICAL LLC	00563249	85476678	AS MEDICAL SUPPLIES	General Fund	20.80
				Total for Payment No.:		20.80

Payment No: 031105

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-18	GEOTAB USA	00564712	IN401049	SERVICE PLAN	Solid Waste Program	19.75
				Total for Payment No.:		19.75

Payment No: 030893

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	GEOTAB USA, INC	00563436	IN396874	SERVICE PRO PLUS PLAN	Solid Waste Program	19.75
				Total for Payment No.:		19.75

Payment No: 722459

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	UNITED PARCEL SERVICE	00564519	00009882E5394A	DELIVERY CHARGES-CITY CLERK	General Fund	16.90
				Total for Payment No.:		16.90

Payment No: 031032

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-11	COAST COUNTIES TRUCK	00564297	01220647P	PARTS - V3365	Fleet Operation Fund	13.42
				Total for Payment No.:		13.42

Payment No: 722244

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-10-04	ADI	00563742	PK2YKF01	3/8: PRESS FIT/RECESSED 10PK	General Fund	13.08
				Total for Payment No.:		13.08

Payment No: 722170

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
2024-09-27	OXANA PELC	00563707	57168-08 UTILITY REFUNDA	Escheat Original CK 713797	General Fund	9.86
				Total for Payment No.:		9.86

All Other City Funds Group Total	**29,361,218.14**
Overall Total	**68,856,567.31**

24-1057 **Agenda Date: 11/19/2024**

REPORT TO COUNCIL

SUBJECT
Action Authorizing the City Manager to Negotiate and Execute Agreement(s) with Vendor(s) for the Purchase of Capacitor Banks with Reactor Switching Devices, Protection and Control Panels, Insulators, and Surge Arresters to be Funded by the Electric Utility Capital Fund

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
In November 2019, Silicon Valley Power (SVP) management met to discuss the strategic priorities for SVP and identified that the City of Santa Clara (City) would experience significant electric load growth requiring SVP to develop a capital improvement strategy. Staff determined the need for developing both near-term and long-term strategies to accommodate approved growth and develop the necessary infrastructure plan options.

On October 13, 2020, the City Council authorized the City Manager to execute master service agreements with several engineering consultant firms to support SVP with system expansion, general consulting services, and plan implementation services (RTC # 20-854).

On April 6, 2021, staff presented a comprehensive review of upcoming load growth and capital projects to the City Council as part of the SVP Quarterly Report. The presentation concluded with the next steps, including the preparation of a system growth strategy to be presented at a future City Council meeting.

On September 28, 2021, the City Council accepted SVP's Three-Year System Growth Plan Strategy (RTC # 21-871). This plan identified $300 million in proposed projects for both near-term and long-term capital improvement projects needed to support anticipated system growth and to replace end-of-life equipment for system reliability.

On April 5, 2022, the City Council adopted Resolution # 22-9069 adding new and updated connection and load development fees for SVP (RTC # 22-449). Additionally, on April 19, 2022, the City Council adopted Resolution # 22-9081 adopting the City of Santa Clara fiscal year 2022/23 Municipal Fee Schedule, which included new and updated connection fees and load development fees, effective July 1, 2022 (RTC # 22-99). These fees were further updated for fiscal year 2023/24 by the adoption of Resolution # 23-9221 on April 18, 2023, and for fiscal year 2024/25 by adoption of Resolution # 24 -9316 on April 23, 2024. Such fees and their corresponding increases are intended to maintain fees at cost recovery levels necessary to support electric load growth.

On November 15, 2022 (RTC # 22-1172), the City Council accepted SVP's System Expansion Plan

for the California Independent System Operator's Transmission Planning Process FY2023/24 (SVP System Expansion Plan CAISO TPP FY2023/24). The purpose of this process is to project SVP's load growth over the next ten years and apply it to an electric system model to simulate load growth impacts on SVP's electric system.

On May 9, 2023, the City Council adopted Resolution # 23-9223 regarding the City's intent to issue tax-exempt electric system bonds for reimbursement of expenditures for certain capital improvement projects for SVP (RTC # 23-104), including load growth projects and associated equipment and material purchases.

On July 18, 2023, staff presented an update on these key near-term projects necessary for system growth to the City Council as part of the SVP Quarterly Report (RTC # 23-757). At the same meeting, the City Council approved amendments to several master service agreements, including increases to cumulative maximum compensations (RTC # 23-737).

On September 10, 2024, City Council approved the issuance of electric revenue bonds which provide funding for the large System Expansion Plan projects (RTC # 24-46).

As part of SVP's ongoing efforts to support these City Council actions, system expansion, and address load growth, a series of purchases have been made and are in progress to ensure that the necessary equipment and materials are delivered to meet project schedules. Significant purchases have already been authorized by the City Council as follows:

- On October 10, 2023, the City Council authorized the purchase of up to 12 high voltage transformers with a total not-to-exceed amount of $81,392,908 (RTC # 23-122).
- On May 7, 2024, the City Council authorized the purchase of up to 78 high voltage circuit breakers with a total not-to-exceed amount of $43,700,000 (RTC # 24-35).
- On May 28, 2024, the City Council authorized the purchase of high voltage disconnect switches, station service voltage transformers, voltage transformers and capacitive voltage transformers, and combination revenue metering transformers with a total not-to-exceed amount of $20,100,000 (RTC # 24-453).
- On November 12, 2024, the City Council authorized the purchase of control enclosures with protection and control panels and neutral grounding resistors with a total not-to-exceed amount of $14,950,000 (RTC # 24-1056).

DISCUSSION

In alignment with the City Council actions outlined above, staff is now seeking approval to negotiate and execute agreements for the purchase of four types of equipment: (1) Capacitor Banks with Reactive Switch Devices, (2) Protection and Control Panels, (3) Insulators, and (4) Surge Arresters. Although the formal bidding process has not yet been initiated, staff is requesting authorization now to expedite the process in order to meet project schedules. Staff intends to publish Requests for Bids (RFBs) on the City's e-procurement system for each of the four procurements by mid-November 2024.

City staff intends to award each procurement in accordance with Section 2.105.140(d) of the Santa Clara City Code (City Code). Under this section, the City may only award to the lowest responsive and responsible bidder who meets all the material specifications. In the event that bids are deemed

non-responsive or non-responsible, Section 2.105.200 of the City Code authorizes the Purchasing Division Manager to reject all bids and, if appropriate, either prenotice the bid or directly negotiate with vendors on the open market without further notice. Staff will work with the Purchasing Division Manager to ensure any decision to forgo readvertising is in compliance with Section 2.105.200. Additionally, if no bids are received, Section 2.105.220 of the City Code provides similar authority to acquire the equipment on the open market or to renotice the solicitation.

Description and Quantities

The following tables outline the specific items and quantities required for each of the four procurements to support SVP's expansion projects:

Table 1: Capacitor Banks with Reactive Switching Devices	**NRS Qty**
60kV Air Insulated Capacitor Bank	6
60kV Reactive Switching Device	6

Table 2: Protection and Control Panels	**NRS Qty**
60kVP&C, Communication and SCADA Panels	37
115kV P&C, Communication and SCADA Panels	32
230kV P&C, Communication and SCADA Panels	18
IT/OT Panels	4

Table 3: Insulators	**NRS Qty**	**KRS Qty**	**SRS Qty**	**Total**
15kV, Porcelain, Station Post Insulator, Tr205, 110kV Bil, Standard Strength, 3" B.C. Top, 3" B.C. Bottom	0	6	6	12
69kV, Porcelain, Station Post Insulator, 350kV IL, Extra High Strength, 7" B.C. Top, 7" B.C. Bottom	0	183	183	366
115kV, Porcelain, Station Post Insulator, 550kV BIL, Extra High Strength, 7" B.C. Top, 7" B.C. Bottom	0	112	112	224
230kV, Station Post Insulator, 900kV Bil, 2750 # Cantilever Str., Gray, Under-hung on "H" Frames	9	0	0	9
230kV, Station Post Insulator, 900kV Bil, 2750 # Cantilever Str., Gray, Upright	36	0	0	36
115kV Station Post Insulator, Polymer. 550kV Bil, 5" B.C., Tr-287, 117" Creepage, 5000 Lb Cantilever Strength	96	0	0	96
60kV Suspension Insulators	36	123	126	285
115kV Suspension Insulators	48	81	96	225
230kV Suspension Insulators	18	0	0	18

Table 4: Surge Arresters	NRS Qty	KRS Qty	SRS Qty	Total
60kV Surge Arrester, Upright Mounting	6	26	24	56
115kV Surge Arrester, Upright Mounting	9	33	15	57
230kV Surge Arrester, Upright Mounting	6	0	0	6
230kV Surge Arrester, Under-hung Mounting	3	0	0	3

Summary
Subject to compliance with Chapter 2.105 of the City Code, staff is seeking authorization for the City Manager to negotiate and execute agreements and/or purchase orders for: (1) capacitor banks with reactive switching devices, (2) protection and control panels, (3) insulators, and (4) surge arresters, up to a total maximum aggregate amount of $11,000,000, inclusive of applicable taxes. The requested authorization is subject to review and approval as to form of all agreements and/or purchase orders by the City Attorney and the appropriation of funds.

The majority of the total maximum aggregate amount is designated for the capacitor banks and the control panels, with the remaining funds allocated to the insulators and surge arresters.

Delivery Timeline
Deliveries are expected to take place between September 2025 and April 2026. Payments will be based on the successful completion of key milestones, including a minimum retention of 10% of the contract amount until the City's final acceptance of the equipment.

For capacitor banks and control panels, a five-year warranty period is anticipated to cover parts and labor and will commence upon final acceptance of each unit.

For insulators and surge arresters, a two-year warranty period is anticipated to cover parts and labor and will commence upon final acceptance of each unit.

Additional Quantities
As part of the expansion, SVP may need to purchase additional capacitor banks with reactive switching devices, protection and control panels, insulators, and surge arresters, subject to the maximum compensation limit. If such purchases are necessary, they will be made pursuant to Section 2.105.130 of the City Code, which states "at the discretion of the Purchasing Division Manager, additional quantities may be purchased after the initial award of a contract or purchase order for general services or products. If the purchase of additional quantities or services increases the maximum compensation that exceeds the City Manager's signature authority set forth in this chapter, or an amount previously approved by the City Council, then City Council approval is required."

ENVIRONMENTAL REVIEW
The actions being considered do not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to section 15378(b)(2) of Title 14 of the California Code of Regulations as the proposed actions solely involve the purchase of equipment for Northern Receiving Station (NRS), Kifer Receiving Station (KRS), and Scott Receiving Station (SRS).

FISCAL IMPACT

The amount to be paid to the Vendor(s) under the Agreement(s) is not-to-exceed $11,000,000 for the initial quantity of units noted in Tables 1-4 and an additional $1,650,000 for a 15% contingency of the total contract value. Appropriations are available in the Electric Utility Capital Fund for the three receiving station rebuild and replacement projects - SRS, KRS, and NRS. On September 10, 2024, the City Council approved the issuance of electric revenue bonds which provide funding for the rebuild and replacement projects.

COORDINATION

This report has been coordinated with the Finance Department and the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Subject to compliance with Chapter 2.105 of the City Code, review and approval as to form by the City Attorney, and appropriation of funds, authorize the City Manager or designee to negotiate and execute agreement(s) or purchase order(s) with vendors for Capacitor Banks with Reactive Switching Devices, Protection and Control Panels, Insulators, and Surge Arrestors, subject to a total maximum aggregate compensation amount of $11,000,000, plus a fifteen percent (15%) contingency ($1,650,000) for a maximum compensation amount of $12,650,000; and
2. Authorize the City Manager or designee to (a) take any actions as necessary to implement and administer the agreement(s) and/or purchase order(s), and (b) negotiate and execute amendments to the Agreement(s) for (i) design changes, (ii) any unanticipated issues, (iii) extensions of the term, or (iv) the purchase of additional Capacitor Banks with Reactive Switching Devices, Protection and Control Panels, Insulators and Surge Arresters, subject to the above maximum compensation limit and review and approval as to form by the City Attorney.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Jovan D. Grogan, City Manager

24-1112 Agenda Date: 11/19/2024

REPORT TO COUNCIL

SUBJECT
Authorize the City Manager to execute the Side Letter Agreement between the City of Santa Clara and the Public Safety Non-Sworn Employees Association (Unit 10) that provides a pilot program for training pay for Senior Public Safety Dispatchers who are assigned to train newly hired lateral Public Safety Dispatchers.

COUNCIL PILLAR
Enhance Community Engagement and Transparency

BACKGROUND
The City has experienced significant recruitment challenges for the position of Public Safety Dispatcher in the Police Department. Public agencies across the State are experiencing similar recruiting challenges. In the Fiscal Year 2024/25 Adopted Operating Budget, there are 21.0 budgeted Dispatcher positions (16.0 Public Safety Dispatcher and 5.0 Senior Public Safety Dispatcher positions). As of October 2024, the City has 7.0 Public Safety Dispatcher vacancies. The City is continuously recruiting for these positions. While many applications are received, many applicants are screened out during the Police Department's background process. For this reason, it is essential for those hired to be trained comprehensively by our Senior Public Safety Dispatchers and meet the standards set by the department and the City of Santa Clara.

The City has taken several steps to ensure efficient supervision and operation of the Communications Dispatch Center during the current time. Further, the City has implemented several efforts to attract candidates to apply for the Public Safety Dispatcher positions. This includes, but not limited to: increased emphasis on the benefits of working for the City and Police Department; implementing the Public Safety Dispatcher Retention Bonus Program; implementing the Lateral Public Safety Dispatcher Hiring Incentive Program; and revamping and updating the new employee training program.

Since these efforts have been implemented, the City has hired two lateral Public Safety Dispatchers with an 18-month probationary period and anticipates hiring another lateral Public Safety Dispatcher. A lateral hire is someone hired into the City as a Public Safety Dispatcher who has experience working as a Public Safety Dispatcher with another agency, and was considered a permanent employee in the Public Safety Dispatcher classification in the other agency. During this period, the employees undergo a rigorous training program and are regularly evaluated to determine if they will succeed in the position.

Currently, employees in the Public Safety Dispatcher classification receive a premium training pay of approximately 5% for actual hours spent training newly hired Public Safety Dispatchers. Given the anticipated influx of employees requiring training, the Department would like to extend the training

premium pay to the Senior Public Safety Dispatcher classification for 12 months only when training lateral Dispatchers, and only for time spent training newly hired laterals. Upon the implementation of the Training Pay Pilot Program for Senior Public Safety Dispatchers, these employees will be compensated for their additional responsibilities of training lateral Dispatchers.

To ensure the success of our newly hired Public Safety Dispatchers and the safety and well-being of the community, the City and the Public Safety Non-Sworn Employees Association (Unit 10), reached a Side Letter Agreement to provide a pilot program for a training pay for Senior Public Safety Dispatchers who are assigned to train newly hired lateral Public Safety Dispatchers.

DISCUSSION

The recommended action authorizes the City Manager to execute the Side Letter Agreement that will provide a Training Pay Pilot Program for the premium training pay for Senior Public Safety Dispatchers who are assigned to train newly hired lateral Public Safety Dispatchers. As noted above, employees in the Senior Public Safety Dispatcher classification will be eligible for an approximate 5% premium training pay for actual hours spent training newly hired lateral Public Safety Dispatchers for the 12-month term of the Training Pay Pilot Program.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

The cost of providing the pilot program for training pay for Senior Public Safety Dispatchers totals an estimated $23,000, anticipated to be funded by the existing Police Department budget. This estimation assumes three (3) Senior Dispatchers would be training laterals for every hour worked for the twelve (12) month program length. This cost would be spread across two fiscal years based on twelve (12) month program length.

Staff will continue to monitor the Police Department budget and bring forward a budget amendment at year-end, if necessary.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney’s Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Authorize the City Manager to execute the Side Letter Agreement between the City of Santa Clara and the Public Safety Non-Sworn Employees Association (Unit 10) that provides a pilot program for a

training pay for Senior Public Safety who are assigned to train newly hired lateral Public Safety Dispatchers on the terms presented and in a final form approved by the City Attorney.

Reviewed by: Aracely Azevedo, Director of Human Resources
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Side Letter Agreement between the City and Unit 10 (Senior Public Safety Dispatcher Training Premium Pilot Program)

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SANTA CLARA

AND

PUBLIC SAFETY NON-SWORN EMPLOYEES ASSOCIATION
(UNIT 10)

TRAINING PREMIUM PAY PILOT PROGRAM
(SENIOR PUBLIC SAFETY DISPATCHERS)

The City and the Public Safety Non-Sworn Employees Association (hereafter, "Unit 10") agree to the following pilot program for a training pay for Senior Public Safety Dispatchers (Job Code 725).

1. The parties acknowledge that Section 45 of the Memorandum of Understanding (hereafter, "MOU") between the City and Unit 10 provides as follows:

   Community Service Officer IIs assigned as Field Training Officers to train newly hired Community Service Officers, Police Records Specialist IIs assigned to train newly hired Police Records Specialists, and Public Safety Dispatcher IIs assigned to train newly hired Public Safety Dispatcher Is or IIs will be entitled to premium training pay of five percent (5%) for actual hours worked performing those duties.

2. The parties hereby agree to a twelve (12) month pilot program providing the premium training pay of five percent (5%) to employees in the Senior Public Safety Dispatchers (Job Code 725) as follows:

   a. Senior Public Safety Dispatchers assigned to train newly hired lateral Public Safety Dispatchers (hereafter, "lateral hires") only will be entitled to premium training pay of five percent (5%) for actual hours worked performing those duties.

   b. A lateral hire is someone hired into the City as a Public Safety Dispatcher II (Job Code 340), Public Safety Dispatcher III (Job Code 341), or Senior Public Safety Dispatcher (Job Code 725) classifications who has experience working a Public Safety Dispatcher position or classification with another agency, and was considered a permanent employee in a Public Safety Dispatcher position or classification with another agency.

3. This Side Letter Agreement and pilot program shall expire twelve (12) months from the effective date of this Side Letter.

4. This Side Letter Agreement shall not establish precedent for future agreements and shall not be construed or implied to obligate the City or Unit 10 to enter into any similar agreements in the future.

5. This Side Letter Agreement shall become effective when signed by all parties below and upon approval by City Council.

FOR THE CITY:

10/23/24

Jōvan D. Grogan — Date
City Manager

FOR UNIT 10:

10/15/2024

Taylor Carpenter — Date
President, Unit 10

10/15/2024

Aracely Azevedo — Date
Director of Human Resources

Approved as to Form:

10/15/24
Date

for GLEN R. GOOGINS
CITY ATTORNEY

24-1094 Agenda Date: 11/19/2024

REPORT TO COUNCIL

SUBJECT
Action on the Services Agreement with Bay Pro for Landscaping Services at Water and Sewer Utilities facilities, with a Maximum Compensation Amount of $410,000

COUNCIL PILLAR
Deliver and Enhance High-Quality Efficient Services and Infrastructure

BACKGROUND
The Water and Sewer Utilities Department (Department) is responsible for maintaining landscaping at thirty-two (32) water wells and storage tanks and four (4) sewer pump/lift stations sites. To provide more time for staff to carry out their primary responsibilities, the Department has outsourced the landscaping work over the past five years. The previous agreement expired on June 30, 2024.

Following a Request for Bids (RFB), as described below, the Department entered into a new agreement with Bay Pro with services starting on July 1, 2024. The agreement has an initial term of one year with five one-year options, for a total term of six years. The maximum compensation for the initial year is $60,000 ($53,240 plus $6,760 as contingency for additional services), which falls under the City Manager's authority. The landscaping work consists of routine landscaping maintenance and supplemental services provided on an as-needed basis.

DISCUSSION
Pursuant to City Code Section 2.105.140(d), a formal Request for Bids (RFB) was conducted as the solicitation method for this procurement with an award to the lowest responsive and responsible bidder.

On February 9, 2024, staff issued the RFB for landscaping services using the City's e-procurement system. Six bids were received as follows:

Bidder	Bid Price
Bay Pro	$53,240
BrightView Landscape Services, Inc.	$62,000
Falkon Motorsports	$75,484
New Image Landscape	$79,735
Bayscape Landscape Management	$82,360
SJCC+CC	$306,462

Staff awarded the contract to Bay Pro as the lowest responsive and responsible bidder. Bay Pro is required to pay applicable prevailing wages for work performed under the contract.

Having reviewed Bay Pro's performance and finding it acceptable, staff is now seeking City Council approval to exercise the options to extend the term of the agreement through June 30, 2030, and to increase the maximum compensation by an additional $350,000 for a total maximum compensation of $410,000, inclusive of any price adjustments that may be requested by Bay Pro after the initial year.

ENVIRONMENTAL REVIEW

This project being considered is exempt from the California Environmental Quality Act ("CEQA") pursuant to section 15301 of Title 14 of the California Code of Regulations as the activity consists of the repair, maintenance or minor alteration of existing facilities involving no or negligible expansion of the use beyond that presently existing.

FISCAL IMPACT

The initial twelve (12) month term of the Agreement started on July 1, 2024, and will end on June 30, 2025, with five (5) one-year options to extend the terms of the agreement. The not-to-exceed amount for the initial term is $60,000, allowing for additional maintenance tasks.

The Agreement with Bay Pro includes fixed rates for routine landscape services and supplemental services. Bay Pro may request annual adjustments to the compensation after the initial twelve (12) month term and each anniversary thereafter by an amount no greater than the percentage increase in the Consumer Price Index-Urban Wage Earners and Clerical Workers (Landscaping and Groundskeeping Workers), published by the United States Bureau of Labor Statistics from the immediately preceding calendar year times the rates and charges in effect for the immediately preceding calendar year. Bay Pro must submit a written request to City thirty (30) days prior to the expiration date of the current term.

There is sufficient funding budgeted in the Water and Sewer Utility Funds to cover the current year term. Funding for the new Agreement will be incorporated as part of the annual budget process.

COORDINATION

This report has been coordinated with the Finance Department and the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Determine the proposed actions are exempt from CEQA pursuant to Section 15301 (Class 1 - Existing Facilities) and of Title 14 of the California Code of Regulations;
2. Authorize the City Manager or designee to negotiate and execute an agreement with Bay Pro (Agreement) to provide for landscaping services at water wells, storage tanks, and sewer pump/lift station sites for up to five years, with a maximum compensation of $410,000, subject to the approval as to form by the City Attorney; and
3. Authorize the City Manager or designee to take any actions as necessary to implement and

administer the Agreement and to negotiate and execute amendments to the Agreement to (a) increase the maximum compensation amount by $350,000 for a revised maximum compensation amount of $410,000, (b) add or delete services consistent with the scope of services, and (c) exercise up to five one-year options to extend the term of the Agreement through June 30, 2030, subject to appropriation of funds and review and approval as to form by the City Attorney.

Reviewed by: Gary Welling, Director, Water & Sewer Utilities
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Agreement for Services Between the City of Santa Clara and Bay Pro

EBIX Insurance No. S200005360

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND BAY PRO

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Bay Pro, a California corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit A1 – Landscape Inventory

Exhibit A2 – Specifications for Fence Work

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

Exhibit E - Notice of Exercise of Option to Extend Agreement Form

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

A. **Initial Term.** Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on July 1, 2024 and extend through June 30, 2025 ("Initial Term").

B. **Options to Extend.** After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to five (5) additional one-year terms through June 30, 2030 ("Option Periods"). The Initial Term and Option Period shall collectively be referred to as "Term". See Exhibit E for Notice of Exercise of Option to Extend Agreement Form.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is set forth in Section 1 of Exhibit B, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees

to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement

shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Water and Sewer
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at water@santaclaraca.gov

And to Contractor addressed as follows:

Bay Pro
Attn: Mr. Anuj Gupta
1670 Berryessa Road
San Jose, CA 95133
and by e-mail at anuj@baypro.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

[Signature Block Follows on Next Page]

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

for GLEN R. GOOGINS
City Attorney

Dated: 6/24/24

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

BAY PRO
a California corporation

Dated: 6-19-2024

By (Signature):

Name: Anuj Gupta

Title: CEO

Principal Place of Business Address: 1670 Berryessa Road
San Jose, CA 95133

Email Address: anuj@baypro.com

Telephone: (888) 520-1802

Fax: ( )

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

1. SCOPE OF SERVICES

Contractor shall furnish all labor, materials, equipment, tools, transportation, and supervision necessary to provide landscaping maintenance, vegetation management, and related services in connection with the City's thirty-two (32) water wells and tank sites and four (4) sewer lift stations.

1.1. Routine Services

For routine landscaping services, Contractor shall perform:

1.1.1. General clean-up;

1.1.2. Trash and debris removal;

1.1.3. Weed abatement;

1.1.4. Clearance trimming;

1.1.5. Deadwooding and trimming of trees, hedges, brush, and vines for optimum plant health as specified in Appendix A1 (Landscape Inventory); and

1.1.6. Other site-specific requirements set forth in Appendix A1 (Landscape Inventory).

1.2. Inspection

Upon completion of the first routine landscaping service for each site, a designated City representative will inspect the site to determine if the Services are acceptable or if additional direction is needed.

1.3. Supplemental Services

"Supplemental Services" means those services that are non-routine in nature but are closely related to the services described above. When authorized in writing by the City, Contractor shall preform as-needed supplemental services, including but not limited to:

1.3.1. Removing trees as directed by the City;

1.3.2. Pruning trees as directed by the City;

1.3.3. General site cleanup beyond what is considered routine maintenance;

1.3.4. Fence installation and repair services in accordance with Figure 1 in Appendix A2;

1.3.5. Installation of new plants and/or trees; and

1.3.6. Adding mulch.

2. SCHEDULE FOR PERFORMANCE

2.1. Maintenance Schedule and Communication

Contractor shall perform the services at the frequency indicated in the Schedule of Site Maintenance Frequency (Exhibit E) of the Exemplar Agreement. Each month, Contractor shall provide the City's Utility Conservation/Efficiency Coordinator a maintenance schedule prior to commencing work. If Contractor anticipates a deviation from the schedule, Contractor must notify the City's Utility Conservation/Efficiency Coordinator a minimum of two (2) working days prior to the previously agreed upon scheduled workday.

2.2. Response Time

For work not meeting the City's requirements, the City will provide Contractor an opportunity to correct the deficient work. The City will send Contractor a written notice describing the deficient work and requesting a meeting. Contractor must respond to the City's notice by the next business day. Work shall be scheduled for completion no later than five (5) business days after the scope of corrective work is defined.

2.3. Hours of Service

Contractor must limit the operation of power tools and mowing to normal business hours (7:00 a.m. – 5:00 p.m. local time, Monday-Friday, excluding holidays) in accordance with the City's noise ordinance.

3. GENERAL REQUIREMENTS

3.1. Sustainability Practices

3.1.1. Contractor must use sustainable electrical equipment for well site work. Due to the size of tank and sewer station sites, the use of electric equipment alone may not be feasible, but is requested, wherever possible.

3.1.2. All services and materials must comply with the California State Division of Industrial Safety Orders and OSHA.

3.1.3. The use of any pesticides or herbicides for vegetation abatement is prohibited.

3.2. Disposal

Debris and trimmings shall be disposed of offsite and in accordance with local or state regulations, whichever is stricter.

3.3. Safety

Contractor shall observe and abide by all applicable laws, regulations, and requirements in the performance of work.

APPENDIX A1
LANDSCAPE INVENTORY

Contractor shall perform the services described in Exhibit A (Scope of Services) at the following locations:

Locations	Address	Trees less than 12" DBH	Trees 12-24" DBH	Trees greater than 24" DBH	Shrubs	Vines	Site Notes
Water Stations							
Well 1-02	500 Benton Street		3		Y	Y	Yearly prune trees + prune hard shrubs outside fence @ Railroad Ave. Clear trees trimming around site as needed.
Well 2-02	1540 Market Street				Y	Y	Maintain ivy @ fence and front junipers + weed abatement
Well 3-02	500 Benton Street	1					Clear tree trimming @ exterior fence line + weed abatement
Well 4	1087 Scott Blvd. @ Benton Street				Y		Weed abatement + clean brush @ fence line; maintain common area, including hardscape
Well 6	255 Saratoga Avenue @ Sutter Avenue				Y		Weed abatement + maintain front junipers & shrubs
Well 7	1693 Pomeroy Avenue						Weed abatement + maintain front, long entry area & back easement; Cypress right of entry excluded.
Well 8	3095 Forbes Avenue @ Saratoga Creek						Weed abatement & maintenance front long entry area.
Well 9-02	3300 Pruneridge Avenue				Y	Y	Clean fence line & overhang tree trimmings as needed + weed abatement; exterior trees excluded.
Well 10	3640 Forest Avenue				Y		Winter: cut carpet roses 12" from ground + weed abatement
Well 12	3277 San Juan Ave. @ Calabazas Blvd.	2				Y	Yearly tree pruning + weed abatement

Locations	Address	Trees less than 12" DBH	Trees 12-24" DBH	Trees greater than 24" DBH	Shrubs	Vines	Site Notes
Well 13-02	1098 Santa Clara St. @ Main Street				Y	Y	Trim tree overhang, ivy removal + weed abatement
Well 14	1935 Townsend Avenue					Y	Maintain 80 linear feet of ivy as needed + weed abatement
Well 15	657 Hubbard Avenue				Y	Y	Trim overhang as needed + weed abatement
Well 16-02	1300 Coleman Avenue @ Brokaw Road			3			Weed abatement, Pine cleanup.
Well 17-02	3470 Brookdale Drive				Y	Y	Cut roses 18" from ground in winter + weed abatement
Well 18-02	2551 Cabrillo Avenue	3			Y		Careful maintenance near neighboring property. Cut carpet roses 12" from ground winter quarter. Do not prune Baccharis or Verbena outside fence. Weed abatement
Well 19	1580 Nelson Court			2	Y		Winter: cut roses 18" from ground. Weed abatement. Trees are low-branching Flowering Plums.
Well 21	3305 Agate Drive	1					Yearly prune/shape Arbutus tree + weed abatement
Well 22-02	1265 Pomeroy Avenue				Y		Quarterly weed abatement + trim tree overhang. Do not prune Baccharis or Arctostaphylos outside fence.
Well 23	511 Magnolia Lane				Y		Quarterly shrub trimming as needed + weed abatement
Well 24	3729 Swallow Way	1		2			Pruning of Pines + weed abatement
Well 26	802 Laurie Avenue @ Aberdeen Street		13				Quarterly weed abatement; yearly juniper trim
Well 28	1005 San Tomas Expressway						Quarterly weed abatement; mostly barren site
Well 29	3094 Aspen Drive & Barto Street	6			Y	Y	Yearly tree pruning. Shrub trimming as needed
Well 30	1500 Warburton Avenue		3				Tree pruning

Locations	Address	Trees less than 12" DBH	Trees 12-24" DBH	Trees greater than 24" DBH	Shrubs	Vines	Site Notes
Well 32	1802 Agnew Road @ Lafayette Blvd.	7	4			Y	Tree pruning. Contractor is required to maintain area between retaining wall & sidewalk.
Well 34	615 Moreland Way						Quarterly weed abatement & clean up
Well 35	Lawrence Expwy. @ Calabazas Creek	5					Quarterly weed abatement
Downtown Tanks	1501 De La Cruz Blvd. @ Brokaw Road						Quarterly weed abatement, trim tree overhang
Serra Tank Site	5301 Stevens Creek Blvd.						Quarterly weed abatement. Do not prune Oak trees.
Northside Tanks	2339 Giannera Street	1			Y	Y	Quarterly weed abatement 15' on both sides of driveway inside back fence.
Hetch Hechy Connection	4798 Great America Parkway					Y	Quarterly ivy maintenance
Sewer Stations							
De La Cruz Lift Station	3899 De La Cruz Blvd.	14			Y	Y	Prune trees + shrubs. Remove north wall vines
Rabello Pump Station	5601 Lafayette Street				Y		Quarterly weed abatement to maintain entry roadway + trim brush as needed; clean site interior. Barren site.
Northside Pump Station	4495 North First Street	3	5				Quarterly weed abatement. Maintain site; tree removal prohibited.
Guadalupe Chart Station	2502 Seaboard Avenue	2					Maintain tree overhang & brush on west fence; responsibility ends at back green fence on right.

APPENDIX A2
SPECIFICATIONS FOR FENCE WORK

Contractor shall perform fence repair services in accordance with the specifications in Figure 1 below.

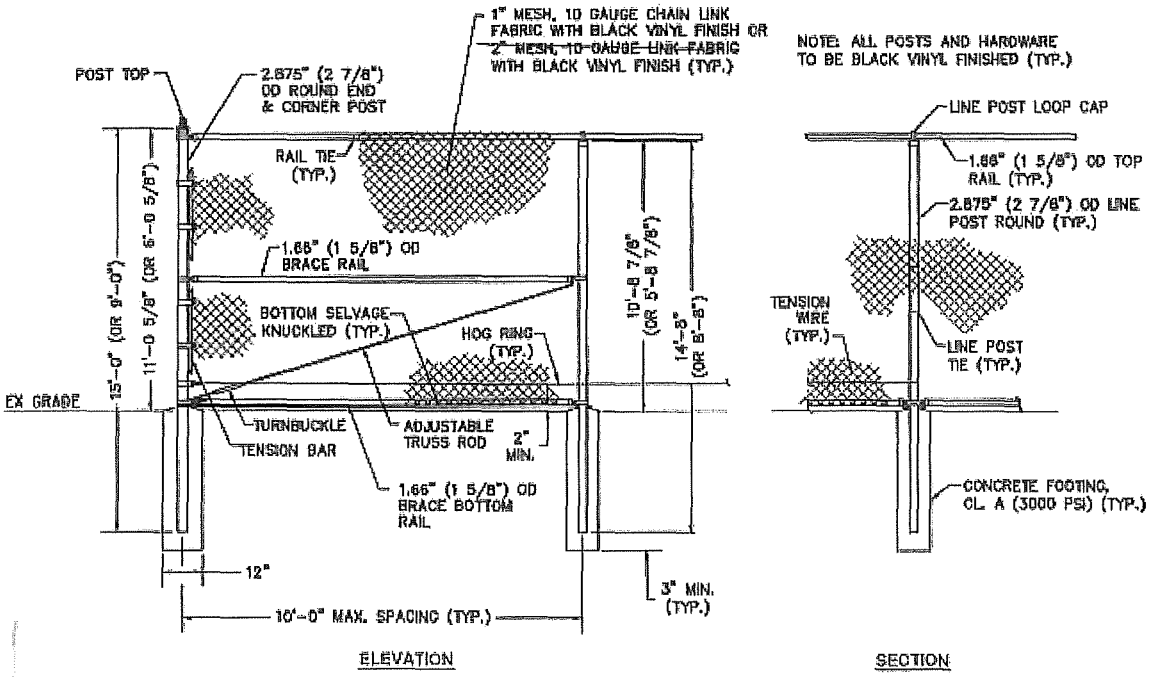


EXHIBIT B
SCHEDULE OF FEES

1. MAXIMUM COMPENSATION

The maximum amount payable for all materials and services provided under this Agreement shall not exceed Sixty Thousand Dollars ($60,000) during the Initial Term of the Agreement, subject to the annual appropriation of funds. Any additional services or materials requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement.

2. RATES

For Services satisfactorily performed in accordance with this Agreement, the City will pay Contractor a fixed rate per visit for routine maintenance and supplemental services in accordance with Tables 1 and 2, respectively. Contractor will bill City monthly for Services provided during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

3. PRICE ADJUSTMENT

After the Initial Term, the City reserves the right, at its own sole discretion, to extend the term of this Agreement for up to five (5) additional one-year terms ("Option Periods") pursuant to Section 2.B of the Agreement.

In the event the City elects to exercise options after the Initial Term, price adjustments may be considered by the City. The rates set forth in Tables 1 and 2 may be adjusted effective as of that anniversary and each anniversary thereafter by an amount no greater than the percentage increase in the Consumer Price Index-Urban Wage Earners and Clerical Workers (Landscaping and Groundskeeping Workers), published by the United States Bureau of Labor Statistics from the immediately preceding calendar year times the rates and charges in effect for the immediately preceding calendar year. Contractor must submit a written request to City thirty (30) days prior to the expiration date of the current term.

TABLE 1: ROUTINE MAINTENANCE						
Row #	Location	Address	Maintenance Frequency	Total Visits Per Year	Cost Per Visit	Extended Price
1	Well 1-02	500 Benton St.	Monthly (Feb-Jul) / Quarterly (Aug-Jan)	8	$220.00	$1,760.00
2	Well 2-02	1540 Market St.	Monthly (Feb-Jul) / Quarterly (Aug-Jan)	8	$165.00	$1,320.00
3	Well 3-02	500 Benton St.	Monthly (Feb-Jul) / Quarterly (Aug-Jan)	8	$165.00	$1,320.00
4	Well 4	1087 Scott Blvd. @ Benton St.	Monthly (Feb-Jul) / Quarterly (Aug-Jan)	8	$220.00	$1,760.00
5	Well 6	255 Saratoga Ave. @ Sutter Ave.	Monthly (Feb-Jul) / Quarterly (Aug-Jan)	8	$165.00	$1,320.00
6	Well 7	1693 Pomeroy Ave.	Monthly (Feb-Jul) / Quarterly (Aug-Jan)	8	$220.00	$1,760.00
7	Well 8	3095 Forbes Ave.	Monthly (Feb-Jul) / Quarterly (Aug-Jan)	8	$165.00	$1,320.00
8	Well 9-02	3300 Pruneridge Ave.	Monthly (Feb-Jul) / Quarterly (Aug-Jan)	8	$165.00	$1,320.00
9	Well 10	3640 Forest Ave.	Monthly (Feb-Jul) / Quarterly (Aug-Jan)	8	$165.00	$1,320.00
10	Well 12	3277 San Juan Ave. @ Calabazas Blvd.	Monthly (Feb-Jul) / Quarterly (Aug-Jan)	8	$165.00	$1,320.00
11	Well 13-02	1098 Santa Clara St. @ Main St.	Monthly (Feb-Jul) / Quarterly (Aug-Jan)	8	$165.00	$1,320.00
12	Well 14	1935 Townsend Ave.	Monthly (Feb-Jul) / Quarterly (Aug-Jan)	8	$165.00	$1,320.00
13	Well 15	657 Hubbard Ave.	Quarterly	4	$220.00	$880.00
14	Well 16-02	1300 Coleman Ave. @ Brokaw Rd.	Quarterly	4	$165.00	$660.00

TABLE 1: ROUTINE MAINTENANCE						
Row #	Location	Address	Maintenance Frequency	Total Visits Per Year	Cost Per Visit	Extended Price
15	Well 17-02	3470 Brookdale Dr.	Monthly (Feb-Jul) / Quarterly (Aug-Jan)	8	$220.00	$1,760.00
16	Well 18-02	2551 Cabrillo Ave.	Monthly	12	$165.00	$1,980.00
17	Well 19	1580 Nelson Ct.	Quarterly	4	$165.00	$660.00
18	Well 21	3305 Agate Dr.	Quarterly	4	$165.00	$660.00
19	Well 22-02	1265 Pomeroy Ave.	Monthly (Feb-Jul) / Quarterly (Aug-Jan)	8	$165.00	$1,320.00
20	Well 23	511 Magnolia Ln.	Monthly (Feb-Jul) / Quarterly (Aug-Jan)	8	$165.00	$1,320.00
21	Well 24	3729 Swallow Wy.	Monthly (Feb-Jul) / Quarterly (Aug-Jan)	8	$165.00	$1,320.00
22	Well 26	802 Laurie Ave. @ Aberdeen	Quarterly	4	$220.00	$880.00
23	Well 28	1005 San Tomas Expy.	Quarterly	4	$440.00	$1,760.00
24	Well 29	3094 Aspen Dr. @ Barto	Monthly	12	$165.00	$1,980.00
25	Well 30	1500 Warburton Ave.	Monthly (Feb-Jul) / Quarterly (Aug-Jan)	8	$165.00	$1,320.00
26	Well 32	1802 Agnew Rd. @ Lafayette	Quarterly	4	$165.00	$660.00
27	Well 34	615 Moreland Wy.	Quarterly	4	$165.00	$660.00
28	Well 35	Lawrence Expy @ Calabazas Creek	Quarterly	4	$220.00	$880.00
29	Downtown Tanks	1501 De La CrUz Blvd. @ Brokaw Rd.	Quarterly	4	$330.00	$1,320.00
30	Serra Tank Site	5301 Stevens Creek Blvd.	Quarterly	4	$880.00	$3,520.00
31	Northside Tanks	2339 Giannera St.	Quarterly	4	$880.00	$3,520.00
32	Hetch Hechy Connection	4798 Great America Pkwy.	Quarterly	4	$220.00	$880.00

TABLE 1: ROUTINE MAINTENANCE						
Row #	**Location**	**Address**	**Maintenance Frequency**	**Total Visits Per Year**	**Cost Per Visit**	**Extended Price**
Sewer Stations						
33	De La Cruz Lift Station	3899 De La Cruz Blvd.	Quarterly	4	$330.00	$1,320.00
34	Rabello Pump Station	5601 Lafayette St.	Quarterly	4	$880.00	$3,520.00
35	Northside Pump Station	4495 North First St.	Quarterly	4	$660.00	$2,640.00
36	Guadalupe Chart Station	2502 Seaboard Ave.	Biannually	2	$330.00	$660.00
Total						**$53,240.00**

TABLE 2: SUPPLEMENTAL SERVICES		Unit Cost
Tree Pruning Services		
1	Tree pruning services (less than 12" DBH)	$150.00
2	Tree pruning services (12"-24" DBH)	$400.00
3	Tree pruning services (greater than 24" DBH)	$2,000.00
Tree Removal Services		
4	Tree removal services (less 12" DBH)	$1,000.00
5	Tree removal services (12"-24" DBH)	$4,000.00
6	Tree removal services (greater than 24"DBH)	$10,000.00
Supplemental Services		
7	Fence repair per linear foot	$150.00
8	Planting trees up to #15 (15-gallon) container size	$500.00
9	Planting shrubs/perennials up to #5 (5-gallon) container size	$150.00
10	Mulching occurrences at well site frontage: spreading wood chips delivered to site by the City	$250.00 per yard

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross-liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars ($2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other

insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of

complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara – Water and Sewer Utilities
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D
LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

I. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

J. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

K. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

EXHIBIT E
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT

AGREEMENT TITLE:	
CONTRACTOR:	
DATE:	

Pursuant to Section __ of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term under the following provisions:

OPTION NO.	# of #

NEW OPTION TERM

Begin date:	
End date:	

☐ **CHANGES IN RATE OF COMPENSATION**

Percentage change in CPI upon which adjustment is based:	

Pursuant to Section ___ of the Agreement the rates of compensation are hereby adjusted as follows:
(use attachment if necessary)

MAXIMUM COMPENSATION for New Option Term:	

For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of Santa Clara hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

Dated: _____

Approved as to Form:

_____
GLEN R. GOOGINS
City Attorney

_____
JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

24-1034 Agenda Date: 11/19/2024

REPORT TO COUNCIL

SUBJECT
Action on an Agreement for Services with Grid Subject Matter Experts, LLC to Provide Silicon Valley Power With Consulting and Support Services for North American Reliability Corporation Critical Infrastructure Protection Compliance

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
As a transmission operator registered with the North American Reliability Corporation (NERC), Silicon Valley Power (SVP) is subject to numerous reliability regulations that apply to its operations and specifically to equipment that supports real-time monitoring and control. The real-time operations of SVP's electric transmission and distribution systems are made possible through the use of a Supervisory Control and Data Acquisition (SCADA) system. Using data points from SVP's service territory and the California Independent System Operator (CAISO) balancing authority, the SCADA system enables SVP system operators to assess the state of the power grid and make critical operating decisions to ensure reliable electric service to Santa Clara residents and businesses.

Given the critical importance of SCADA in modern control centers, NERC and the Federal Energy Regulatory Commission (FERC) mandate that transmission operators with SCADA systems comply with specific cybersecurity requirements, known as Critical Infrastructure Protection (CIP) standards. Non-compliance with these standards could result in fines as high as $1 million per day. To ensure compliance, SVP contracted with Grid Subject Matter Experts, LLC (GridSME) in 2018 to assist in the development of a NERC CIP Compliance Program. The agreement is set to expire on December 31, 2024.

DISCUSSION
Pursuant to Section 2.105.140(c) of the Santa Clara City Code, a formal Request for Proposals (RFP) was conducted, with the award recommendation based on "best value."

The RFP for Consulting and Support Services for NERC Critical Infrastructure Compliance - SCADA was published on the City's e-procurement system. Three proposals were received from the following firms:

- Archer Energy Solutions, LLC
- 1898 Company (a part of Burns & McDonnell)
- Grid Subject Matter Experts, LLC (GridSME)

The proposals were independently evaluated by a three-member evaluation panel against the criteria and weights published in the RFP, including experience, technical capability, proposed solution, and cost. The evaluation panel determined that the GridSME's proposal provided the best value as they have 20 years of experience in the field and was the only respondent to fully meet the requirements of the RFP. Therefore, staff recommends entering into an agreement with GridSME for consulting and support services for NERC SCADA CIP compliance.

Staff is seeking City Council authorization for the City Manager to execute the proposed agreement with GridSME for an initial five-year term, beginning on January 1, 2025, and ending on December 31, 2029. The agreement has a maximum compensation of $600,000, with GridSME being compensated on a time and materials basis according to the rates specified in the agreement. These rates will remain fixed for the first two years of the agreement, after which they may be adjusted based on the Consumer Price Index, with increases capped at 3% annually.

In addition, staff is seeking City Council authorization for the City Manager to negotiate and execute amendments to the agreement to (1) add or delete services consistent with the scope of services, (2) authorize rate adjustments of no greater than 3% annually, (3) extend the term by three additional years through December 31, 2032, and (4) increase the maximum compensation by up to $400,000 for a total maximum compensation of $1,000,000 over the eight-year term. Approval of these recommendations will ensure continuity and allow for changes in the levels of service required to ensure compliance with NERC CIP requirements.

ENVIRONMENTAL REVIEW

Staff recommends that the City Council determine that the action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to section 15378(a)(5) of Title 14 of the California Code of Regulations as the proposed work to be performed is administrative and will not result in direct or indirect physical changes in the environment.

FISCAL IMPACT

The maximum compensation for the initial five-year term under the proposed Agreement with GridSME is $600,000. Sufficient funds are available in the FY 2024/25 Operating Budget in the Electric Utility Operating Fund.

Funds required for this agreement in future years will be included in proposed budgets for the corresponding years.

COORDINATION

This report has been coordinated with the Finance Department and the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, or by email to: clerk@santaclaraca.gov < mailto:clerk@santaclaraca.gov>.

RECOMMENDATION

1. Authorize the City Manager or designee to execute an agreement with Grid Subject Matter Experts, LLC (Agreement) to provide North American Reliability Corporation (NERC) compliance services and Supervisory Control and Data Acquisition (SCADA) system support for a term starting on January 1, 2025 and ending on December 31, 2029, with a maximum compensation of $600,000, to be funded by Electric Utility Fund, subject to the approval as to form by the City Attorney; and
2. Authorize the City Manager or designee to take any actions as necessary to implement and administer the Agreement and to negotiate and execute amendments to the Agreement to (a) add or delete services consistent with the scope of services, (b) adjust rates by up to 3% annually, (c) extend the term for up to three additional years, (d) make other no cost or term extension amendments, and (e) increase the maximum compensation by up to $400,000 for a total maximum compensation of $1,000,000 over an eight-year period through December 31, 2032, subject to the appropriation of funds and approval as to form by the City Attorney.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Proposed Agreement with GridSME, LLC

DocuSign Envelope ID: 7E72420B-848D-4619-B3EA-E5B41E309AA9

EBIX Insurance No. S20000

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND GRID SUBJECT MATTER EXPERTS, LLC

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Grid Subject Matter Experts, LLC (GridSME) a Delaware Limited Liability Company, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. City desires to secure the services ("Services") more fully described in this Agreement, in Exhibit A, entitled "Scope of Services";

B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required Services and goods of the quality and type which meet objectives and requirements of City; and,

C. The Parties have specified herein the terms and conditions under which such Services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions of this Agreement and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees and Payment Provisions

Exhibit C – Insurance Requirements

Exhibit D – Sample Work Authorization Form

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings,

whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on January 1, 2025 and terminate on December 31, 2029 ("Initial Term").

B. After the Initial Term, City reserves the right, at its sole discretion, to extend the term of this Agreement for up to three (3) additional years through December 31, 2032 ("Option Periods") in such increments as determined by City. Such extensions of term shall be authorized through an Amendment to this Agreement executed by the Parties. The Initial Term and Option Periods shall collectively be referred to as "Term".

3. SCOPE OF SERVICES AND PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

In addition to those warranties contained in Exhibit A, Contractor expressly warrants that all Services and materials covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions applicable to this Agreement. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services or materials at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace Services or materials, City may make corrections or replace Services or materials and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is six hundred thousand dollars ($600,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services including any taxes. All Services performed or supplies, materials and equipment provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B. Termination for Default. If either Party fails to perform any of its material obligations under this Agreement and fails to cure such default within thirty (30) days of written notice by the other Party, in addition to all other remedies provided by law, the non-defaulting Party may terminate this Agreement immediately upon written notice to the defaulting Party.

In the event of termination for default, the City will only pay Contactor for those Services which City determines are satisfactorily performed in accordance with the Agreement.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

Except for pre-existing intellectual property of Contractor and/or Contractor intellectual property that is embedded in any work product furnished by Contractor hereunder, all material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for non-Service-related work, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the Term and for four (4) years from the date of final payment for Services or goods provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor no more than once per year upon reasonable notice and

within reasonable times. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any such claim arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services.

B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

D. The total aggregate liability of Contractor and its subsidiaries, officers, employees and agents to City, its City Council, commissions, officers, employees, volunteers and agents and their insurers, collectively, for all claims (direct and third-party), damages, losses, expenses, costs, and liabilities of any kind arising out of this Agreement, whether such arise from a breach of contract; a defense, indemnification, or hold harmless obligation; warranty; tort, including negligence; strict liability; or otherwise, shall be limited to four (4) times the maximum compensation paid in Section 6, as amended; provided however, this limit shall not be less than the maximum compensation in Section 6, as amended. Notwithstanding the foregoing, the foregoing liability limitation shall not apply in the case of (i)

willful misconduct of Contractor's obligations under this Agreement; (ii) either Party's negligence causing death or personal injury to a third party or damage to property of a third party; or (iii) employee claims. For avoidance of doubt, nothing in this Agreement shall limit a Party's ability to seek specific performance, injunctive, or other equitable relief.

15. INSURANCE REQUIREMENTS

During the Term, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Each party agrees that waiver by the other of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov and
manager@santaclaraca.gov

And to Contractor addressed as follows:
Grid Subject Matter Experts, LLC
145 Parkshore Drive, Suite 140,
Folsom, CA 95630
customerservice@gridsme.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying

(SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to Services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

26. PREVAILING WAGE

In the event the Services require payment of prevailing wage, Contractor shall comply, and ensure its subcontractors comply with Exhibit D.

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as Section 16000 et seq. of Title 8 of the California Code of Regulations, Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure by Contractor or its employees, agents, contractors, and subcontractors to comply with the prevailing wage laws.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

GRID SUBJECT MATTER EXPERTS
a Delaware Limited Liability Company

Dated: 9/13/2024

By (Signature): DocuSigned by: Matt Barnes

Name:	Matt Barnes
Title:	CEO
Principal Place of Business Address:	145 Parkshore Drive, Suite 140, Folsom, CA 95630
Email Address:	bdgroup@gridsme.com
Telephone:	(916) 800-4545

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

SECTION 1. GENERAL

Contractor shall provide all necessary supervision, labor, and services to provide support services for the **Supervisory Control and Data Acquisition (**SCADA) and North America Electric Reliability Corporation (NERC) Critical Infrastructure Protection (CIP) compliance for the City of Santa Clara Electric Utility, Silicon Valley Power (SVP) including consideration of Information Technology (IT) and Operational Technology (OT) practices.

SECTION 2. SPECIFIC WORK REQUIREMENTS

2.1 SCADA System

Contractor shall be responsible for providing the as-needed SCADA support and maintenance services to ensure the SCADA system is and remains compliant with NERC CIP requirements, including but not limited to:

2.1.1 Provide support for the SCADA system when issues arise.

2.1.2 Address system issues promptly and prepare the SCADA system for any new or upcoming regulatory changes.

2.1.3 Perform SCADA patch installations and document baseline changes in accordance with CIP-007 and CIP-010 requirements and identify any issues associated with future system enhancements

2.1.4 Provide WECC/NERC audit support related to the SCADA system;

2.2 CIP-004 Training Maintenance

Contractor shall provide CIP-004 Training Maintenance, including:

2.2.1 Provide as-needed training updates to support SVP's compliance with CIP-004 using platform approved by SVP.

2.2.2 Keep the training up to date and relevant to SVP's operations.

2.3 New CIP Compliance Requirements

Contractor shall provide support for implementation of new CIP Compliance Requirements, including:

2.3.1 Support and guidance to ensure the SCADA system achieves compliance with any new NERC Standards requirements.

2.3.2 Support and help guide SVP's compliance with any new CIP Standards.

2.4 Annual NERC CIP-010 Vulnerability Assessment

2.4.1 Upon request of SVP, Contractor will provide SVP with a cyber-vulnerability assessment (Vulnerability Assessment). The assessment will focus on:

2.4.1.1 Cyber-security best practices and consider all applicable NERC CIP requirements.

2.4.1.2 Critical Cyber systems physically located at SVP's control center, as well as assessment of any cyber systems that directly interact with the control center to the extent those systems could impact the control center.

2.4.1.3 Evaluation of other critical cyber systems that are relied on by SVP.

2.4.2 Contractor shall complete and document the Vulnerability Assessment no more than 15 months from the date of the last assessment.

2.4.3 Contractor may be requested to perform future Vulnerability Assessment if authorized pursuant to the process in Section 6 (Authorization of Services)

SECTION 3. SPECIAL REQUIREMENTS

3.1 Definitions

3.1.1 SVP Critical Infrastructure Protection Senior Manager (SVP CIP Sr. Manager): A single senior management official with overall authority and responsibility for leading and managing implementation of and continuing adherence to the requirements within the NERC CIP Standards.

3.1.2 **Security Incident**: A Security Incident is defined as (a) any breach event or known vulnerability or potential security flaw in the product delivered, or proposed to be delivered, to City and (b) any event perpetrated, or attempted, by any employee, contractor, or other provider working on behalf of Contractor delivering services to City, including, but is not limited to, unauthorized disclosure of non-public information, unauthorized remote or local use of subject product, unauthorized changes to product or to any other City system, product crashing due to third-party interference, embedded malware, or opening of unauthorized/undisclosed communication channels.

3.1.3 **Banned Vendors or Product**: Banned vendors or products are deemed to pose a threat to the U.S. bulk power system (BPS) or Bulk Electric

System (BES) and are identified in U.S. executive orders or by federal government agencies including, but not limited to, the Department of Defense, Department of Energy, the Department of Homeland Security, the Federal Energy Regulatory Commission, or the North American Electric Reliability Corporation

3.2 Notification of Security Incident

3.2.1 Contractor shall notify City immediately by email, whenever a Security Incident occurs.

3.2.2 Anytime Contractor becomes aware of a Security Incident, Contractor must provide notice by email to City contact person identified in this Agreement and the SVP CIP Sr. Manager, as soon as possible, but no more than five (5) business days after discovery. The notice shall include the date and time of the Security Incident occurrence (or the approximate date and time of the occurrence if the actual date and time of the occurrence is not precisely known) and a detailed summary of the facts and circumstances of the Security Incident, including a description of (a) how the Security Incident occurred (e.g., a precise description of the reason for the system failure (root cause analysis) to the extent known – interim reports are allowable), (b) the nature, type, and scope of the Security Incident including which products or system(s) that may be impacted, (c) the scope of City information known or reasonably believed to have been disclosed, and (d) the measures taken or planned to address and remedy the occurrence to prevent the same or a similar event from occurring in the future.

3.2.3 Contractor shall provide written updates of the notice to City addressing any new facts and circumstances learned after the initial written notice is provided and shall provide such updates within a reasonable time after learning of those new facts and circumstances. Contractor shall cooperate with City in City's efforts to determine the risk, if any, to the BES posed by the Security Incident, including providing additional information regarding the Security Incident upon request from City.

3.2.4 Contractor shall ensure a confirmation of receipt is received by the City for all initial and follow-up communication regarding the Security Incident.

3.3 Coordination of Responses Related to Security Incident

3.3.1 Development and Implementation of a Security Incident Response Plan

3.3.1.1 To the extent practicable, Contractor shall share any documentation (policies, plan, and procedures), and any updates to such documentation, to address Security Incidents ("Response Plan") in place to mitigate the harmful effects of Security Incidents and addressing and remedying the

occurrence to prevent the recurrence of Security Incidents in the future.

3.3.1.2 Contractor shall provide City access to inspect its Response Plan. The Response Plan should align with the best practices consistent with the contingency planning requirements of National Institute of Standards and Technology (NIST) Special Publication 800-61 Rev. 2, NIST Special Publication 800-53 Rev. 4, CP-1 through CP-13 and the incident response requirements of NIST Special Publication 800-53 Rev. 4, IR-1 through IR-10 as those standards may be amended from time to time.

3.3.1.3 As soon as practicable, understanding time is of the essence, upon learning of a Security Incident related to the products and services provided to City by Contractor, Contractor shall notify City of that implementation by contacting the CIP Senior Manager, at jipsaro@SantaClaraCA.gov, and SVP Systems Support at SVPsupport@SantaClaraCA.gov.

3.3.2 **Prevention of Recurrence.** As soon as practicable, understanding time is of the essence, Contractor shall provide recommendations, action plans, and/or mitigating controls to City on actions that City may take to assist in the prevention of recurrence, as applicable or appropriate.

3.3.3 **Notification to Affected Parties.** Contractor will, at its sole cost and expense, assist and cooperate with City with respect to any investigation of a Security Incident, to the extent the Security Incident involves or arises from Contractor-provided products or services, disclosures to affected parties, and other remedial measures as requested by City in connection with a Security Incident or required under any applicable laws related to a Security Incident, to the extent necessary.

3.4 Verification of Software Integrity and Authenticity of Patches

3.4.1 **Hardware, Firmware, Software, and Patch Integrity and Authenticity:** Contractor shall comply with SVP's CIP-010 Policy and Procedure as it may be amended from time to time regarding the verification of the identity of the patch source and the integrity of the software obtained from the source.

3.4.2 **Viruses, Firmware and Malware:** Contractor shall make commercially reasonable efforts to investigate whether computer viruses or malware are present in any software or patches before providing such software or patches to City.

3.4.3 **Computer Viruses and Malware:** Contractor shall warrant that it has no knowledge of any computer viruses or malware coded or introduced into

any software or patches, and Contractor will not insert any code which would have the effect of disabling or otherwise shutting down all or a portion of such software or damaging information or functionality.

3.4.4 **Remedies.** If a virus or other malware is found to have been coded or otherwise introduced as a result of Contractor's product, service, actions, or negligence, Contractor shall immediately, and at its own cost take all necessary remedial action and provide assistance to City to eliminate the virus or other malware throughout City's information networks, computer systems, and information systems, regardless of whether such systems or networks are operated by or on behalf of City; and restoring previous functionality of the affected device, system, or product.

3.5 Controls for Remote Access

Contractor directly, or through any of their affiliates, subcontractors or service providers, connecting to City's systems or networks shall agree to comply with the following protective measures:

3.5.1 In the course of furnishing products and services to City under the Agreement, Contractor shall not access, and shall not permit Contractor personnel to access City property, systems, or networks or City information without City's prior express written authorization. Such written authorization may subsequently be revoked by City at any time in City's sole discretion. Further, any Contractor personnel access shall be consistent with, and in no case exceed the scope of, any such approval granted by City. All City authorized connectivity or attempted connectivity to City's systems or networks shall be in conformity with City's security policies, including, but not limited to, those policies used to address the NERC CIP reliability standards, as may be amended from time to time.

3.5.2 Contractor shall maintain controls designed to protect City-issued credentials and shall ensure that network devices have encryption enabled for network authentication to prevent possible exposure of City-issued credentials.

3.5.3 Prior to using any virtual private network or other device to simultaneously connect machines on any City system or network to any machines on any Contractor or third-party systems, Contractor shall:

3.5.3.1 Provide City with the full name of each individual who uses any such remote access method and the phone number and email address at which the individual may be reached while using the remote access method, and

3.5.3.2 Agree that any computer used by Contractor personnel to remotely access any City system or network will not

simultaneously access the Internet or any other third-party system or network while logged on to City systems or networks.

3.5.4 Contractor shall ensure that City-issued credentials issued to Contractor personnel for accessing City networks are not shared between Contractor personnel.

3.5.5 Contractor shall recommend any additional protective measures to address the security of remote and onsite access to City Information, City systems and networks, and City property.

3.6 Contractor Notification of Remote or Onsite Access Revocation

3.6.1 Contractor shall immediately take all steps necessary to remove Contractor personnel's access to any City Information, systems, networks, or property at such time when:

3.6.1.1 Any Contractor personnel no longer requires such access in order to furnish the services or products provided by Contractor under the Agreement;

3.6.1.2 Any Contractor personnel is terminated or suspended or his or her employment otherwise ends; or

3.6.1.3 Contractor reasonably believes any Contractor personnel poses a threat to the safe working environment at or to any City property, including to employees, customers, buildings, assets, systems, networks, trade secrets, confidential data, and/or employee or City Information.

3.6.2 Contractor shall notify City, no later than close of business on the same day as the day termination or change set forth in this section, occurs. Additionally, Contractor will notify City by contacting the CIP Senior Manager, at jipsaro@SantaClaraCA.gov, and SVP Systems Support at SVPsupport@SantaClaraCA.gov, upon removal of access to City Information as well as City property, systems, and networks.

3.7 Contractor Cybersecurity Policy: Contractor shall provide to City its cybersecurity policy and implement and comply with that cybersecurity policy.

3.8 Return or Destruction of City Information: Upon completion of the delivery of the products and services to be provided under this Agreement, or at any time upon City's request, Contractor will return to City all hardware and removable media provided by City containing City Information. If the hardware or removable media containing City Information is owned by Contractor or a third-party, a statement detailing the destruction method used and the data sets involved, the date of destruction, and the entity or individual who performed the destruction will be sent to a designated City security representative within fifteen (15) calendar days after

completion of the delivery of the products and services to be provided under this Agreement, or at any time upon City's request.

3.9 Audit Rights: City or its third-party designee may, but is not obligated to, perform audits and security tests of Contractor's IT or systems environment and procedural controls to determine Contractor's compliance with the system, network, data, and information security requirements of this Agreement. Contractor shall provide all information reasonably requested by City in connection with any such audits and shall provide reasonable access and assistance to City upon request. Contractor will comply, within reasonable timeframes at its own cost and expense, with all reasonable recommendations that result from such inspections, tests, and audits.

3.10 Regulatory Examinations: Contractor agrees that any regulator or other governmental entity with jurisdiction over City and its affiliates, including but not limited to the North American Electric Reliability Corporation (NERC) and Western Electricity Coordinating Council (WECC), may examine Contractor's activities relating to the performance of its obligations under this Agreement to the extent such authority is granted to such entities under the law. Contractor shall promptly cooperate with and provide all information reasonably requested by the regulator or other governmental entity in connection with any such examination and provide reasonable assistance and access to all equipment, records, networks, and systems requested by the regulator or other governmental entity. Contractor shall comply with all reasonable recommendations that result from such regulatory examinations within reasonable timeframes. The foregoing cooperation and assistance will be rendered at Contractor's then-current time and materials rates, subject to the process in Section 6.

SECTION 4. CONTRACTOR PERSONNEL

4.1 Project Manager:

4.1.1 Contractor must designate one (1) Project Manager to communicate with the City during performance of Services. The Project Manager is the designated point of contact for the City to communicate tasks and receive feedback.

4.1.2 A separate project manager may be designated for specific Work Authorizations, but the Project Manager defined in Section 4.1.1 will have ultimate responsibility for communications.

4.1.3 The Project Manager must be capable of communicating effectively with City staff.

4.2 Staffing

4.2.1 Contractor shall be responsible for its employees' professional and technical competence and will select appropriate individuals who are qualified, certified, and/or licensed to perform the assigned task.

4.2.2 Contractor shall inform City immediately of any change in key personnel assigned to this agreement. Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to City for review and approval.

4.2.3 City may reasonably request reassignment of key staff, including the Project Manager. In the event of a request, Contractor shall submit the resumes and other qualifications of proposed replacement employee(s) to City for review and approval.

4.3 Employee Training

4.3.1 At Contractor's sole cost and expense, Contractor shall provide recurring, periodic (no less than annual) training to its employees (including subconsultants or subcontractors) appropriate to the duties and responsibilities of each employee.

4.3.2 Training shall follow Contractor's standard policies and procedures and shall be in compliance with all applicable federal, state, and local laws.

4.3.3 At the City's request, Contractor shall submit copies of training records for its employees.

SECTION 5. ADDITIONAL REQUIREMENTS

5.1 Contractor shall be responsible for providing the following, as required for the Services:

5.1.1 Supervision and administrative support

5.1.2 Program and project management services

5.1.3 Subconsultant and subcontractor management

5.2 Reports

5.2.1 Contractor shall provide regular cost, schedule, and status updates on Services performed during the Term.

5.2.2 Depending on work activity associated with the Services, status updates may be required daily, weekly, or monthly at the direction of City.

5.2.3 Contractor shall provide all reports in electronic format and hard copy if requested by the City.

SECTION 6. AUTHORIZATION OF SERVICES

6.1 When Services other than those specified in Section 2.1 are required, City will notify Contractor to provide a proposal for Services. City will provide a description of the Services required and any other relevant information (Work Request). This Section is not applicable to the Services described in Section 2.1.

6.2 Proposal. Contractor shall prepare and submit a proposal (Proposal) for each Work Request that includes:

6.2.1 A work plan that includes a detailed description by task of the services to be performed.

6.2.2 A project timeline/schedule with discussion on any activities that may impact the project timeline/schedule.

6.2.3 A list of Contractor's personnel and subcontractors

6.2.4 Any required drawings or documents.

6.2.5 A list of City responsibilities.

6.2.6 An itemized cost proposal showing hours and hourly rates by position as listed in Exhibit B for both Contractor and subcontractor personnel if applicable.

6.2.7 All submitted pricing shall be in accordance with the rates authorized in Exhibit B of this Agreement and the Proposal shall include sufficient information for the City to determine that rates are in accordance with the Agreement.

6.2.8 Costs for any additional equipment, parts, or services required for completion of Services as detailed in the Work Request and in Contractor's Proposal but not reflected in the Contractor's cost proposal shall be the sole responsibility of the Contractor and at no additional cost to the City.

6.2.9 The City will review the Proposal, and may elect to approve it, reject it, or use it as a basis for further negotiations with Contractor.

6.2.10 Contractor must submit a revised Proposal to the City based upon such negotiations.

6.3 Work Authorization:

6.3.1 If the completion of the services in the Proposal will not result in total costs under this Agreement exceeding the maximum compensation in Section 6 of the Agreement (when combined with all previously authorized Services

including those tasks in Section 2.1), the City may authorize Services as set forth in this Section.

6.3.2 For Proposals with a total cost exceeding $50,000, Work Authorizations shall be issued in substantially the same format as Exhibit D ("Work Authorization"). Each Work Authorization shall describe the services and deliverables the Contractor must provide, the time limit within which the Contractor must complete the service and deliverables, and the compensation for the additional services.

6.3.3 Subject to the terms and conditions of this Agreement, Contractor and City will negotiate the specific scope and requirements of each Work Authorization.

6.3.4 Each Work Authorization shall have a Purchase Order attached to it. A Purchase Order ("Purchase Order") is a document issued by the City of Santa Clara Finance Department which will reference the terms and conditions of this Agreement and serves as final approval for each Work Authorization.

6.3.5 For Proposals with a total cost less than $50,000, a signed Work Authorization is not required. The City will issue a Purchase Order authorizing services and the Purchase Order will serve as the Work Authorization.

6.3.6 Only the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer may, on behalf of the City, execute a Work Authorization.

6.4 Changes to Work Authorization:

6.4.1 Contractor shall notify the City immediately when a situation occurs that may result in a change to the total project cost or specific line items in a Work Authorization or Purchase Order. Contractor shall provide the reason for the change specific to each Work Authorization or Purchase Order.

6.4.2 In the event that unanticipated issues result in costs that exceed the total of the Work Authorization or Purchase Order or changes to line items in a Purchase Order, Contractor shall submit to the City an updated Proposal for review and approval from the City in advance of performing any additional services. The City will issue a new or amended Work Authorization (if required pursuant to Section 6.3.2) or Purchase Order (as applicable) to authorize such additional services.

6.5 A Work Authorization must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal or Work

Authorization - even if the Proposal or Work Authorization expressly states that it is intended to control. Any conflicting terms and conditions in a Work Authorization are invalid and unenforceable.

6.6 Each Work Authorization and Purchase shall be incorporated into the Agreement by reference and subject to its terms and conditions and the Services contained therein shall be included within the Services.

6.7 If Contractor begins services or fails to dispute a Purchase Order within three (3) business days, Contractor is assumed to have accepted the terms of the Purchase Order.

6.8 The City (through the individuals listed in Section 6.3.6 or, in the case of Purchase Orders, the Finance Department) may terminate a Work Authorization or Purchase Order for convenience with ten (10) days prior written notice to Contractor. In such event, the Contractor shall have no further rights hereunder, except that Contractor shall be paid for all Services adequately rendered prior to such termination.

6.9 Proposals, pricing, quotes, and invoices are not confidential and will not be treated as confidential even if marked confidential when submitted.

6.10 Contractor shall not initiate services and the City will not compensate Contractor until the City has (1) executed the Work Authorization for such services, when applicable, (2) issued a Purchase Order, and (3) directed the Contractor to perform services.

EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Rates. Contractor shall submit Proposals and invoice all Services at the rates listed in Appendix B1 (Rates) attached and incorporated by reference.

2.2 Rates listed in Appendix B1 are fully burdened and will remain fixed for the first two (2) years of the Agreement. Such rates include all travel, per-diem and any out-of-pocket expenses. Contractor will not invoice any other costs as part of this Agreement.

2.3 Rate Increase. Rates shall be firm for the first two years of the Contract Term. After the first two years, rates may be negotiated no more than once annually. Contractor shall notify the City ninety (90) days in advance of any proposed rate increase. Any rate increases are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City. All rate adjustments must be approved by the City through an amendment to this Agreement. Annual rate increase requests shall be based on the percentage change in the Consumer Price Index (CPI) for all Urban Consumers (CPI-U), U.S. City Average, All Items, not seasonally adjusted, for the most recent 12-month period, as published by the Bureau of Labor Statistics (BLS). Requests for increases that exceed 3% will not be considered by the City. References to alternate rates in quotes that have not been separately authorized pursuant to this section are not approved.

2.4 Reimbursable Expenses: There are no reimbursable expenses under this Agreement.

SECTION 3. PAYMENT PROVISIONS

3.1 Contractor shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

3.1.1 Invoice Number, Purchase Order Number (if applicable), and Invoice Period.

3.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

3.1.3 Each invoice shall provide sufficient detail for City to verify that the rates listed in Appendix B1 are charged.

3.2 Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.

3.3 Payment Limited to Satisfactory Work. Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

3.4 Recalculation. The City may recalculate and pay invoices based on the rates established in this Agreement.

3.5 Payment. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required certified payroll, City shall process the invoice for payment.

3.6 Confidential. Invoices are not confidential, even if marked as confidential when submitted.

APPENDIX B1 TO EXHIBIT B
RATES

Resource Level	Hourly Bill Rate
CEO or Executive	$350
Vice President, Principal/Lead Consultant	$310
Director	$280
Senior Consultant, Senior Engineer, Senior Project Manager, Senior Technician, Manager	$250
Implementation Lead, Specialist, Technical Analyst, Engineer, Project Manager, Technical Writer	$225
Associate Specialist, Associate Analyst, Associate Engineer, Project Coordinator	$200
Engineering Intern/Technician, Technical Data Analyst	$175
Administrative Support	$125

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, during the period of performance of the Agreement and for twenty-four (24) months after the end of the term at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross-liability exclusion which precludes coverage for claims or suits by one insured against another;

   c. Coverage shall be written on an occurrence form; and

   d. Coverage shall apply separately to each insured against whom a claim is made, or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos. Coverage shall be written on an as occurrence form.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. UMBRELLA/EXCESS LIABILITY

Umbrella or Excess Liability insurance policy with a minimum each occurrence and aggregate limit of not less than five million dollars ($5,000,000). Such coverage must include, as scheduled policies, the employers liability insurance, commercial general liability insurance (including completed operations) and automobile liability insurance described above. The coverage under the Umbrella or Excess policy shall be at least as broad as the underlying coverage and shall otherwise follow form.

E. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than two million dollars ($2,000,000) per claim and two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office. Coverage provided under a claims made policy form must be carried for two (2) years after completion of all Work.

F. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

G. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

H. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

I. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D

SAMPLE WORK AUTHORIZATION FORM

This work authorization ("Work Authorization") is made pursuant to the Agreement for Service between the City of Santa Clara and Grid Subject Matter Experts, LLC ("Agreement"). This Work Authorization is governed by the provisions of the Agreement and is hereby incorporated into that Agreement by reference. All Services shall be using the terms and rates included in the Agreement. In the event of any inconsistency between the terms and conditions of the Work Authorization and the Agreement, the terms and conditions of the Agreement shall govern and control.

PART A: GENERAL INFORMATION

WORK AUTHORIZATION NUMBER:		☐ Original ☐ First Revised ☐ Second Revised ☐ Other_____
Contract No.		
Contractor Name/Address:		
Expiration Date of Agreement:		
Contractor's Project Manager:	**Name:**	**Email:**
City's Project Manager	**Name:**	**Email:**
Period of Performance for this Work Authorization:	**Start Date:**	**Expected Completion Date:**
Maximum Compensation of Agreement:		
Previously Committed Funds:		
Available Funds		
Maximum Compensation for this Work Authorization		
Remaining Available Funds		
Sufficient funds are available in Fund #: (to be completed by City)		
Contractor Representative Name (Print)		
Contractor Representative Signature		
Contractor Representative Signature Date		
City Project Manager Name (Print)		
Authorized City Representative (Print)		
City Representative Signature		
City Representative Signature Date		
** Authorized City Representatives include Electric Utility Assistant Director, Chief Electric Utility Operating Officer, Chief Electric Utility Officer*		

PART B: SERVICES TO BE PERFORMED

1. REVISED WORK AUTHORIZATION

☐ No

☐ If yes, provide a brief description of the change(s).

2. SCOPE OF SERVICES TO BE PERFORMED

The Contractor shall perform the service(s) described below in accordance with all of the terms and conditions of the Agreement. (Insert a detailed Scope of Services below or attach as a separate file.) Scope of Services and cost proposal shall meet all of the provisions of Section 6 of Exhibit A and Section 2 of Exhibit B.

3. COMPENSATION

a. Basis of Compensation: ☐ Time & Materials

_____

b. Payment Schedule:
☐ Monthly

c. Payment Terms. Provide payment terms below or attach as a separate file.

DocuSign

Certificate Of Completion

Envelope Id: 7E72420B848D4615B3EAE5B41E309AA5
Status: Completed
Subject: Please Docusign This Document - SVP Updated MSA for CIP Services
Source Envelope:
Document Pages: 30
Signatures: 1
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Sara Rhodes
145 Parkshore Drive
Suite 140
Folsom, CA 95630
srhodes@gridsme.com
IP Address: 64.207.219.137

Record Tracking

Status: Original
9/13/2024 8:57:40 AM

Holder: Sara Rhodes
srhodes@gridsme.com

Location: DocuSign

Signer Events	Signature	Timestamp
Matt Barnes mbarnes@gridsme.com CEO Grid Subject Matter Experts, LLC Security Level: Email, Account Authentication (None)	DocuSigned by: Matt Barnes 768E57B17B9E4DA...	Sent: 9/13/2024 8:58:27 AM Viewed: 9/13/2024 10:13:30 AM Signed: 9/13/2024 10:13:49 AM
	Signature Adoption: Pre-selected Style Using IP Address: 97.94.148.170	

Electronic Record and Signature Disclosure:
Accepted: 9/13/2024 10:13:29 AM
ID: c49568f2-7584-4692-8324-5bcad5629144

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/13/2024 8:58:28 AM
Certified Delivered	Security Checked	9/13/2024 10:13:30 AM
Signing Complete	Security Checked	9/13/2024 10:13:49 AM
Completed	Security Checked	9/13/2024 10:13:49 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, GridSME (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact GridSME:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: customerservice@gridsme.com

To advise GridSME of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at customerservice@gridsme.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from GridSME

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to customerservice@gridsme.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with GridSME

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to customerservice@gridsme.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify GridSME as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by GridSME during the course of your relationship with GridSME.

24-1038 Agenda Date: 11/19/2024

REPORT TO COUNCIL

SUBJECT
Action on the Historic Preservation Agreement (Mills Act Contract) (PLN24-00423) for 1309 Alviso Street

COUNCIL PILLAR
Promote and Enhance Economic Housing and Transportation Development

BACKGROUND
Property owners, Alison and Matthew Jackman, request a Historical Preservation Agreement (Mills Act Contract) (File No. PLN24-00423) for the property located at 1309 Alviso Street. Enacted in 1972, the California Mills Act legislation grants participating local governments the authority to enter into contracts with owners of qualified historic properties who actively participate in the restoration and maintenance of their historic properties while receiving property tax relief. Santa Clara participates in the Mills Act Program. A requirement of the Mills Act Contract is that the building must be a qualified structure, listed on either a local, State, or National register. The property is currently listed on the City's Historic Resource Inventory (HRI) for age and the architectural integrity of the residential structure.

The subject property is a 6,098 square-foot lot located on the northeast corner of Alviso Street and Harrison Street. Constructed in 1890, the existing residence on the property is a 1,027 square foot three-bedroom, one-bathroom, one-story residence designed in the Queen Anne architectural style. There is a detached garage on-site. There is also a detached 570 square foot one-bedroom, one-bathroom Accessory Dwelling Unit (ADU) that was approved in 2021 (PLN21-15367).

The property owners submitted the requisite application, including a historic survey (Department of Parks and Recreation DPR 523A Form), a Statement of Justification for the request, and a 10-Year Restoration and Maintenance Plan for evaluation of the proposed workplan to restore, rehabilitate, and maintain the property.

The proposed Mills Act Contract with 10-Year Restoration and Maintenance Plan and supporting documents were presented to the Historical and Landmarks Commission (HLC), included here as Attachments 1 and 2 respectively, and reviewed at the October 3, 2024 HLC meeting. Following review of the application, staff report and public testimony, the HLC unanimously recommended that the City Council approve the Mills Act Contract and adopt the 10-Year Restoration and Maintenance Plan for 1309 Alviso Street.

DISCUSSION
The Mills Act Program allows a qualified property owner to receive a potential property tax reduction and use that savings to assist in offsetting the costs to rehabilitate, restore, and maintain their

property. To qualify for this program, the property and/or building must be listed on either a local, State, or National register. The property must also have a plan to restore and rehabilitate the property.

A DPR 523A Form was prepared by Richard Brandi in August 2024, assessing the historical significance of the property based on National and State (California) Register criteria and the City's local criteria for significance. The evaluator found the structure at 1309 Alviso Street to be in overall good condition. The evaluators concluded that the property continues to retain enough of its historic character and appearance to be recognizable as a historic resource and to convey the reason for its significance as a Historically Significant Property on the City's HRI.

The property owners submitted a Statement of Justification and 10-Year Plan for restoration and maintenance of the property. The Plan includes repairing the front porch and windows, exterior painting, replacing the gutters, and installing a HVAC system. The property owners will obtain Significant Property Alteration permits for the work described in the Plan as required by the Historic Preservation Ordinance (Chapter 18.130).

Staff finds that the work proposed in the 10-Year Restoration and Maintenance Plan adheres to the Secretary of Interior's Standards for Rehabilitation. The proposed improvements, and the owner's statement of justification, support the preservation, protection, and maintenance of a locally designated significant structure.

This is one of five Mills Act Contracts on track for Council approval this year out of the allowed 10.

ENVIRONMENTAL REVIEW

The Mills Act program is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15331 of the CEQA Guidelines (Historical Resource Restoration / Rehabilitation). This exemption consists of projects limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation, or reconstruction of historical resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties ("SOI Standards"). The Project will result in the restoration and rehabilitation of the 1903 structure consistent with the SOI Standards.

FISCAL IMPACT

The amount of the property tax reduction depends upon the property, location, size, and comparable properties in the area. Currently, the assessed value of the property is approximately $1,260,941 (06/30/2024 information) and the annual property tax is approximately $14,706 (2024/25 value) (Source: Santa Clara County Assessor's Office). The City receives approximately 10% of the base property tax. The Mills Act Contract tax reduction is based on an income capitalization method (ICM) calculation based on the average monthly rent, average maintenance costs, and an amortization schedule to arrive at a reduced appraisal value resulting in lower property taxes. The anticipated tax reduction would be 20% to 70% based on the County's evaluation of the property's age, condition, and local market value factors in accordance with the formula set by state law. Based on the latest information available, the estimated annual fiscal impact to the City for this individual Mills Act Contract would be a decrease of property tax revenue in the range of $294 to $1,029. The actual future fiscal impact may be greater due to the reassessment of property value by the County upon transfer of ownership.

This is the third Mills Act contract request in 2024.

This report has been coordinated with the Finance Department and the City Attorney's Office.

PUBLIC CONTACT

No public notices are required for this item. Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Determine that the project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15331(Class 31 - Historical Resource Restoration / Rehabilitation); and
2. Authorize the City Manager to execute a Mills Act Contract in a final form approved by the City Attorney and adopt the 10-Year Restoration and Maintenance Plan associated with the property at 1309 Alviso Street.

Reviewed by: Reena Brilliot, Acting Director, Community Development Department
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Mills Act Contract, Property Description, Primary Record, Standards of Rehabilitation, 10-Year Restoration Plan
2. Staff Report from Historical and Landmarks Commission meeting of October 3, 2024
3. Statement of Justification

RECORD WITHOUT FEE
PURSUANT TO GOV'T CODE SECTION 6103

Recording Requested by:
Office of the City Attorney
City of Santa Clara, California

When Recorded, Mail to:
Office of the City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Form per Gov't Code Section 27361.6 **[SPACE ABOVE THIS LINE FOR RECORDER'S USE]**

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement, (herein, "Agreement"), is made and entered into this ___ day of _____, 2024, ("Effective Date"), by and between Alison Jackman and Matthew Jackman, owners of certain real property located at 1309 Alviso Street ("OWNERS") and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("CITY"). CITY and OWNERS may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

A. **Recitals**.

(1) California Government Code Section 50280, et seq. authorizes the CITY to enter into a contract with the OWNERS of qualified Historical Property to provide for the use, maintenance, and restoration of such Historical Property so as to retain its characteristics as property of historical significance.

(2) OWNERS possesses fee title in and to that certain real property, together with associated structures and improvements thereon, shown on the 2021 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 269-06-062, and generally located at the street address 1309 Alviso Street, in the City of Santa Clara ("Historic Property"). A legal description of the Historic Property is attached hereto as "Legal Description," marked as "Exhibit "A," and incorporated herein by reference.

(3) The Historic Property is on the City of Santa Clara Architecturally or Historically Significant Properties list. OWNERS submitted a Mills Act Proposal to City on May 15, 2024. The Proposal included a Primary Record from the State of California's Department of Parks and Recreation. A true and correct copy of the Proposal is attached to this Agreement as "Exhibit B".

(4) CITY and OWNERS, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property and to qualify the Historic Property for an assessment of valuation pursuant to Section 439.2 of the California Revenue and Taxation Code.

B. **Agreement**.

NOW, THEREFORE, CITY and OWNERS, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

(1) Effective Date and Term of Agreement. The term of this Agreement shall commence on the effective date of this Agreement and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such term will automatically be extended as provided in paragraph 2, below.

(2) Renewal.

(a) Each year on the anniversary of the effective date of this Agreement, ("renewal date"), one (1) year shall automatically be added to the term of this Agreement unless notice of nonrenewal is mailed as provided herein.

(b) If either the OWNERS or CITY desires in any year not to renew the Agreement, OWNERS or CITY shall serve written notice of nonrenewal of the Agreement. Unless such notice is served by OWNERS to CITY at least ninety (90) days prior to the annual renewal date, or served by CITY to OWNERS at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the balance of the remaining term of the Agreement as provided herein.

(c) OWNERS may make a written protest of a nonrenewal notice issued by CITY. CITY may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to OWNERS of nonrenewal. If either CITY or OWNERS serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, from either original execution date or the last renewal date of the Agreement, whichever is applicable.

(3) Standards for Historical Property. During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

(a) OWNERS shall preserve and maintain the characteristics of historical significance of the Historic Property. "The Secretary of the Interior's Standards for Rehabilitation," marked as “Exhibit C” to this agreement, and incorporated herein by this reference, contains a list of those minimum standards and conditions for maintenance, use, and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement.

(b) OWNERS shall, when necessary or as determined by the Director of Planning and Inspection, restore and rehabilitate the property to conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, the United States Secretary of the Interior Standards for Rehabilitation and the California Historical Building Code and in accordance with the attached schedule of potential home improvements, drafted by the OWNERS and approved by the City Council, attached hereto as "The Description of the Preservation and Restoration Efforts," marked as “Exhibit D” to this agreement, and incorporated herein by this reference.

(c) OWNERS shall allow, and CITY requires, that after five (5) years, and every five (5) years thereafter, an inspection of the property's interior and exterior shall be conducted by a party appointed by CITY, to determine OWNERS' continued compliance with the terms of this Agreement. OWNERS acknowledge that the required inspections of the interior and exterior of the property were conducted prior to the effective date of this Agreement.

(4) <u>Provision for Information</u>.

(a) OWNERS hereby agree to furnish CITY with any and all information requested by the CITY to determine compliance with the terms and provisions of this Agreement.

(b) It shall be the duty of the OWNERS to keep and preserve, for the term of the Agreement, all records as may be necessary to determine the eligibility of the property involved, and the OWNERS compliance with the terms and provisions of this Agreement, including, but not limited to blueprints, permits, historical and/or architectural review approvals, and schedules of potential home improvements drafted by the OWNERS and approved by the City Council.

(5) <u>Cancellation</u>.

(a) CITY, following a duly noticed public hearing as set forth in California Government Code Section 50280, et seq., shall cancel this Agreement or bring an action in court to enforce this Agreement if it determines any one of the following:

(i) the OWNERS breached any of the terms or conditions of this Agreement; or

(ii) the OWNERS have allowed the property to deteriorate to the point that it no longer meets standards for a qualified historic property.

(b) CITY may also cancel this Agreement if it determines that:

(i) the OWNERS have allowed the property to deteriorate to the point that it no longer meets building standards of the City Code and the codes it incorporates by reference, including, but not limited to, the Uniform Housing Code, the California Historical Building Code, the California Fire Code, and the Uniform Code for the Abatement of Dangerous Buildings or;

(ii) the OWNERS have not complied with any other local, State, or federal laws and regulations.

(iii) the OWNERS have failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of this Agreement.

(c) In the event of cancellation, OWNERS shall pay those cancellation fees set forth in California Government Code Section 50280, et seq. As an alternative to cancellation, OWNERS may bring an action in court to enforce the Agreement.

(6) <u>No Waiver of Breach</u>.

(a) No waiver by CITY of any breach under this Agreement shall be deemed to be a waiver of any other subsequent breach. CITY does not waive any claim of breach by

OWNERS if CITY does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for under the terms of this Agreement or in the City's laws and regulations are available to the City.

(7) Mediation.

(a) Any controversies between OWNERS and CITY regarding the construction or application of this Agreement, and claim arising out of this contract or its breach, shall be submitted to mediation upon the written request of one party after the service of that request on the other party.

(b) If a dispute arises under this contract, either party may demand mediation by filing a written demand with the other party.

(c) The parties may agree on one mediator. If they cannot agree on one mediator, there shall be three: one named in writing by each of the parties within five days after demand for mediation is given, and a third chosen by the two appointed. Should either party refuse or neglect to join in the appointment of the mediator(s) or to furnish the mediator(s) with any papers or information demanded, the mediator(s) may proceed ex parte.

(d) A hearing on the matter to be arbitrated shall take place before the mediator(s) in the city of Santa Clara, County of Santa Clara, State of California, at the time and place selected by the mediator(s). The mediator(s) shall select the time and place promptly and shall give party written notice of the time and place at least fifteen (15) days before the date selected. At the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the sole discretion of the mediator(s). The mediator(s) shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

(e) The submission of a dispute to the mediator(s) and the rendering of a decision by the mediator(s) shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award may be given by any Superior Court having jurisdiction, or that Court may vacate, modify, or correct the award in accordance with the prevailing provisions of the California Mediation Act.

(f) Each party shall bear their own cost(s) of mediation.

(8) Binding Effect of Agreement.

(a) The OWNERS hereby subjects the Historic Property described in Exhibit "A" hereto to the covenants, reservations, and restrictions as set forth in this Agreement. CITY and OWNERS hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the OWNERS successors and assigns in title or interest to the Historic Property. Each and every contract, deed, or other instrument hereinafter executed, covering, encumbering, or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations, and restrictions expressed in this Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument.

(b) CITY and OWNERS hereby declare their understanding and intent that the burden of the covenants, reservations, and restrictions set forth herein touch and concern the land in that OWNERS' legal interest in the Historic Property.

(c) CITY and OWNERS hereby further declare their understanding and intent that the benefit of such covenants, reservations, and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Historic Property for the benefit of the CITY, public (which includes, but is not limited to the benefit to the public street generally located at 1309 Alviso Street), and OWNERS.

(9) Notice.

(a) Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

CITY: City of Santa Clara
Attn: City Clerk
1500 Warburton Avenue
Santa Clara, CA 95050

OWNERS: Alison Jackman and Matthew Jackman
1309 Alviso Street
Santa Clara, CA 95050

(b) Prior to entering a contract for sale of the Historic Property, OWNERS shall give thirty (30) days notice to the CITY and it shall be provided at the address of the respective parties as specified above or at any other address as may be later specified by the parties hereto.

(10) No Partnership or Joint Enterprise Created. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns; nor shall such terms, provisions, or conditions cause them to be considered joint ventures or members of any joint enterprise.

(11) Hold Harmless and Indemnification. To the extent permitted by law, OWNERS agree to protect, defend, hold harmless and indemnify CITY, its City Council, commissions, officers, agents, and employees from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising there from for which OWNERS shall become legally liable arising from OWNERS' acts, errors, or omissions with respect to or in any way connected with this Agreement.

(12) Attorneys' Fees. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to costs and other relief ordered by the court.

(13) Restrictive Covenants Binding. All of the agreements, rights, covenants, reservations, and restrictions contained in this Agreement shall be binding upon and shall inure to

the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner pursuant to this Agreement.

(14) Mills Act Historic Property Contract Application Requirements. An application for a Mills Act Historic Property Contract shall be made through the Planning Division and shall include the following:

a. a Historic Resources Inventory form;

b. the description of the preservation or restoration efforts to be undertaken as referenced in paragraph 3 (b) as Exhibit "D";

c. a statement of justification for the Mills Act Historic Property designation and reassessment; and,

d. the Mills Act Historic Property Contract filing fee pursuant to paragraph 17.

(15) Mills Act Historic Property Contract Approval. Based upon the Historical and Landmarks Commission's ("Commission") review of the Mills Act Historic Property Contract criteria and recommendation to Council, and based upon the recommendation and approval by Council, a Mills Act Historic Property Contract may be entered into with OWNERS. The decision of the City Council shall be final and conclusive in the matter.

(16) Recordation and Notice. No later than twenty (20) days after the parties execute and enter into this Agreement, the CITY shall cause this Agreement to be recorded in the office of the County Recorder of the County of Santa Clara.

(17) Fees. The Planning Department may collect such Mills Act Historic Property Contract application fee of $8,735.80 (eight thousand, seven hundred, and thirty-five dollars and eighty cents), or other fees for the administration of this contract as are authorized from time to time by the City Council. Such fees do not exceed the reasonable cost of providing the service for which these fees are charged. OWNERS shall pay the County Recorder's Office recordation fees for recordation of this Mills Act Historic Property Contract and the recordation of the OWNERS updated Historic Resources Inventory form.

(18) Ordinary Maintenance. Nothing in this contract shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature in or on any Historic Property covered by this contract that does not involve a change in design, material, or external appearance thereof, nor does this contract prevent the construction, reconstruction, alteration, restoration, demolition, or removal of any such external architectural feature when the Director of Planning and Inspection determines that such action is required for the public safety due to an unsafe or dangerous condition which cannot be rectified through the use of the California Historical Building Code and when such architectural feature can be replaced according to the Secretary of Interior's Standards.

(19) California Historical Building Code. The California Historical Building Code ("CHBC") provides alternative building regulations for the rehabilitation, preservation, restoration, or relocation of structures designated as Historic Properties. The CITY's building

permit procedure shall be utilized for any Historic Property which is subject to the provisions of this Agreement, except as otherwise provided in this Agreement or the CHBC. Nothing in this Agreement shall be deemed to prevent any fire, building, health, or safety official from enforcing laws, ordinances, rules, regulations, and standards to protect the health, safety, welfare, and property of the OWNERS or occupants of the Historic Property or the public.

(20) Conservation Easements.

(a) Conservation easements on the facades of the Historical Property may be acquired by the CITY, or on the CITY's behalf, by a nonprofit group designated by the CITY through purchase, donation, or condemnation pursuant to California Civil Code Section 815.

(b) The OWNERS, occupant, or other person in actual charge of the Historical Property shall keep in good repair all of the exterior portions of the Historic Property, and all interior portions thereof whose maintenance is necessary to prevent deterioration and decay of any exterior architectural feature.

(c) It shall be the duty of the Director of Planning and Building Inspection to enforce this section.

(21) Severability. If any section, sentence, clause, or phrase of this Agreement is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, or by subsequent preemptive legislation, such decision shall not affect the validity and enforceability of the remaining provisions or portions of this Agreement. CITY and OWNERS hereby declare that they would have adopted this Agreement, and each section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases may be declared invalid or unconstitutional.

(22) Integrated Agreement - Totality of Agreement. This Agreement embodies the agreement between CITY and OWNERS and its terms and conditions. No other understanding, agreements, or conversations, or otherwise, with any officer, agent, or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

(23) Captions. The captions of the various sections, paragraphs and subparagraphs are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

(24) Statutes and Law Governing Contract. This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

(25) Amendments. This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

IN WITNESS WHEREOF, CITY and OWNERS have executed this Agreement on the day and year first written above.

CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation

APPROVED AS TO FORM:

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

Alison Jackman and Matthew Jackman
Owners of 1309 Alviso Street

By: _____

Alison Jackman and Matthew Jackman
1309 Alviso Street
Santa Clara, CA 95050

"OWNERS"

Exhibits:
A – Property Description
B – Primary Record
C – Standards for Rehabilitation
D – Restoration Schedule

Exhibit “A” - Legal Property Description:

1309 Alviso Street, Santa Clara, CA 95050 (Mills Act Application)

APN: 269-06-062

REAL PROPERTY IN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STTE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT INTERSECTION OF THE NORTHEASTERLY LINE OF ALVISO STREET, 60 FEET WIDE WITH NORTHWESTERLY LINE OF HARRISON STREET, 70 FEET WIDE; THENCE N. 23 DEG. 56'30” W. ALONG THE SAID NORTHEASTERLY LINE OF ALVISO STREET, 30.01 FEET; THENCE ON A CURVE WITH A RADIUS OF 3O.OO FEET DEFLECTING TO THE LEFT FROM A TANGENT BEARING S. 23 DEG. 56'30”E. THROUGH A CENTRAL ANGLE OF 90 DEG. 01'OO'" AN ARC DISTANCE OF 47.13 FEET, TO THE SAID NORTHWESTERLY LINE OF HARRISON STREET; THENCE 5. 66 DEG. 02'30" W. ALONG SAID NORTHWESTERLY LINE OF HARRISON STREET, 30.01 FEET, TO THE POINT OF COMMENCEMENT.

State of California — The Resources Agency DEPARTMENT OF PARKS AND RECREATION	Primary # HRI #
PRIMARY RECORD	Trinomial NRHP Status Code
Other Listings Review Code	Reviewer Date

Page 1 **of** 7 ***Resource Name or #:** 1309 Alviso Street

P1. Other Identifier:

***P2. Location:** ☐ **Not for Publication** ✓ **Unrestricted** ***a. County:** Santa Clara

and (P2b and P2c or P2d. Attach a Location Map as necessary.)

***b. USGS 7.5' Quad:** **Date:** **T** ; **R** ; **¼ of** **¼ of Sec** **;** M.D. **B.M.**

c. Address: 1309 Alviso Street City: Santa Clara Zip: 95050

d. UTM: Zone: ; mE/ mN (G.P.S.)

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) Elevation: APN 269-06-062

***P3a. Description:** (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

The single-family house is located on the northeast corner of Alviso and Harrison Streets. The house faces west and sits on a raised foundation. The L-shaped plan house has a projecting end gable roof section, a cross-hip roof center section, a rear gable roof section and rear shed roof rear addition. The asymmetrical primary façade has centered steps that lead to a wood door with transom, a partial width porch with a roof supported by turned posts, and a paired double-hung wood window in the left bay. The right bay has a projecting bay with cut-away corners with sunburst brackets, three wood double hung windows with window hoods, and a louvered vent and shingles in the end gable. The façade facing Harrison Street has three double-hung wood windows with hoods. The left side façade facing the adjacent house has two double-hung wood windows and one double-hung clad window with door hoods. The rear has a personnel door, five windows and a greenhouse window. A facia board with shingles extends across all facades. There is a detached garage and a separate ADU unit. The house is clad in horizontal wood siding. The building appears to be in good condition.

***P3b. Resource Attributes:** (List attributes and codes) HP2 Single family property

***P4. Resources Present:** ✓Building ☐Structure ☐Object ☐Site ☐District ☐Element of District ☐Other (Isolates, etc.)

P5a. Photo or Drawing (Photo required for buildings, structures, and objects.)

P5b. Description of Photo: (View, date, accession #)
Primary façade on Alviso Street
August 2024

***P6. Date Constructed/Age and Sources:** 1890 ✓Historic ☐Prehistoric ☐Both
Historic Resource Inventory 1981

***P7. Owner and Address:**
Alison and Matthew Jackman
1309 Alviso Street
Santa Clara, CA 95050

***P8. Recorded by:** (Name, affiliation, and address)
Richard Brandi
125 Dorchester Way
San Francisco, CA 94127
Brandipreservation.com

***P9. Date Recorded:**
August 2024

***P10. Survey Type:** (Describe) Intensive

***P11. Report Citation:** (Cite survey report and other sources, or enter "none.") None

***Attachments:** ☐NONE ☐Location Map ☐Sketch Map ✓Continuation Sheet ✓Building, Structure, and Object Record ☐Archaeological Record ☐District Record ☐Linear Feature Record ☐Milling Station Record ☐Rock Art Record ☐Artifact Record ☐Photograph Record ☐ Other (List):

Primary #
HRI#

BUILDING, STRUCTURE, AND OBJECT RECORD

***NRHP Status Code** 3CS

***Resource Name or #** (Assigned by recorder) 1309 Alviso Street.

B1. Historic Name: Martin House
B2. Common Name:
B3. Original Use: Residential
B4. Present Use: Residential
***B5. Architectural Style:** Queen Anne
***B6. Construction History:** (Construction date, alterations, and date of alterations)

The building has an estimated construction date of 1890. See continuation sheets.

***B7. Moved?** ✓No ☐Yes ☐Unknown **Date:** **Original Location:** yes
***B8. Related Features:**
None

B9a. Architect: N/A
b. Builder: NA
***B10. Significance: Theme:** **Area:**
Period of Significance: 1890 **Property Type:** HP2 Single family **Applicable Criteria:** C
(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

See Continuation sheet.

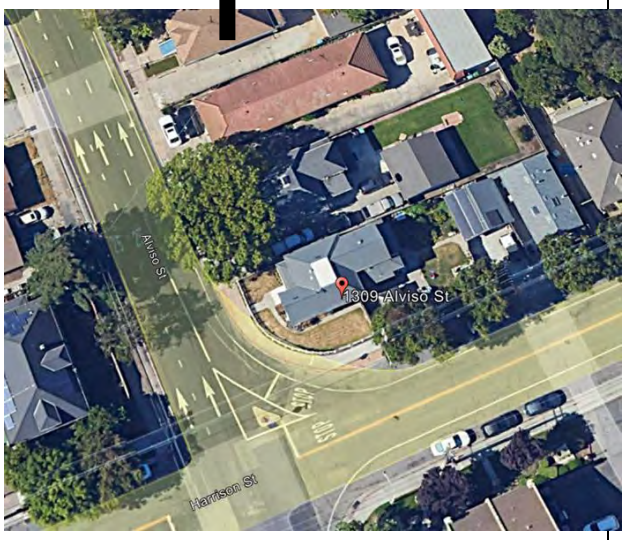
B11. Additional Resource Attributes: (List attributes and codes) None

***B12. References:**

Historic Resources Inventory form dated March 1981, Sanborn maps, city directories, building permits at Santa Clara Building Department, Virginia Savage McAlester, A Field Guide to American Houses, New York Alfed Knopf, 2005, page 345
B13. Remarks:

***B14. Evaluator:** Richard Brandi

***Date of Evaluation:** August 2024

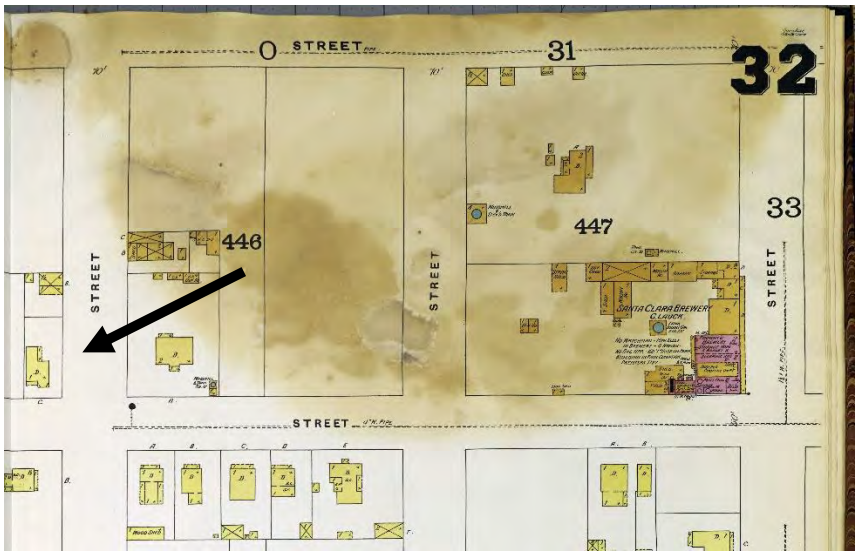


(This space reserved for official comments.)

*Required information

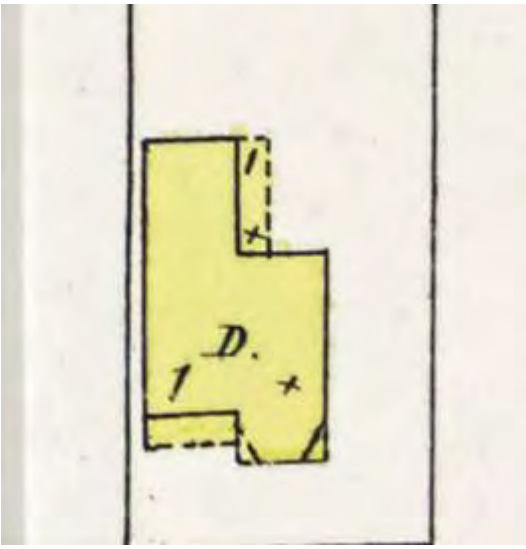
B 6. Construction History

The property does not appear on the 1887 Sanborn map but does appear on the 1891 Sanborn.



1891 Sanborn Map; arrow points to 1309 Alviso Street.

B 6. Construction History



The property footprint is unchanged, except for a small rear addition.1891 Sanborn map.

Google Earth.

B 10. Significance

The house is a listed historic resource by the City of Santa Clara.

Photo from the 1981 Historic Resource Inventory sheet, photo dated April 1979.

The inventory form states that the house is significant for its "architectural style, the typical house style of the 1890s and turn-of-the-century in Santa Clara."

The house has an estimated construction date of 1890 making it 134 years old. There is no original building permit. The house is an example of the late 19th-century Queen Anne style. It has the identifying features of the Queen Anne style that was popular from 1880 to 1910: steeply pitched roof of irregular shape, usually with dominate front facing gable, patterned shingles, cutaway bay window, and asymmetrical facade with full or partial width porch. (Virginia Savage McAlester, A Field Guide to American Houses, New York: Alfed Knopf, 2005, page 345).

The property meets the criteria for inclusion on the historic registry under Section 8.9.2 of the City of Santa Clara General Plan Criteria for Local Significance for being more than 50 years old and for its architectural significance as an "architectural style associated with a particular era and/or ethnic group," i.e., era of Queen Anne style houses. The property also retains its historic integrity.

The property retains all seven aspects of integrity: location, design, setting, materials, workmanship, feeling, and association. The property has not been moved, the design is unaltered, the residential setting is largely unchanged, the materials and workmanship are unchanged, and the feeling and association of a residential neighborhood is unchanged

B 10. Significance

Photos of Site

Harrison Street (south) façade.

North façade.

Rear façade.

B 10. Significance

Residents of 1309 Alviso Street

A review of the available city directories at the Santa Clara and San Jose Libraries shows the following dates and people who resided at 1309 Alviso Street. None appear to be historically significant.

1892–1911: Martin R. Manuel, carpenter. According to the U.S. Census, Martin was Portuguese and immigrated to the U.S. in 1879 at age 18.

1912: Joseph Carnaggia, an engineer at the University of Santa Clara.

1913–1918: unknown.

1919,1927 Franck V. Oliver, laborer

1930: Manuel Lopez, laborer.

1940: Cruz A. Ordonoz, waiter.

1952–1981: Beatrice Ramirez or spelled Deramriez, widower.

City Directories are missing for 1891, 1918, and 1921–1925, and there are no reverse directories before 1911.

Secretary of Interior's Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

10-Year Preservation Plan: 1309 Alviso Street, Santa Clara, CA 95050 (Mills Act Application)

Overview: 1309 Alviso Street is a Santa Clara Old Quad Queen Anne Victorian home that was built around 1889. It has undergone significant preservation work and still retains many of its original features and character. As owners of this beautiful home, we are committed to maintaining the historical features of the home in order to preserve its unique aesthetics and original characteristics.

Mills Act Workplan	
Year	**Proposed Project**
Year 1	Picket fence restoration and painting, pest fumigation
Year 2	Front yard landscaping with drought tolerant native plant area
Year 3	Repair dry rot on the home and repair and dual pane double-hung windows
Year 4	Repair front porch and protect under porch area from pests
Year 5	Paint the exterior of the house
Year 6	Insulate the interior of the home
Year 7	Install whole house water softener and HVAC system, gutter replacement
Year 8	Replace fence and landscaping along Harrison Street side of property
Year 9	Restore or replace garage door
Year 10	Complete interior improvements such as new floors, paint, light fixtures

24-883 Agenda Date: 10/3/2024

REPORT TO HISTORICAL AND LANDMARKS COMMISSION

SUBJECT
Consideration of a Historical Preservation Agreement (Mills Act Contract) (PLN24-00423) for 1309 Alviso Street.

BACKGROUND
Property owners, Alison and Matthew Jackman, request a Historical Preservation Agreement (Mills Act Contract) (File No. PLN24-00423) for the property located at 1309 Alviso Street. Enacted in 1972, the California Mills Act legislation grants participating local governments the authority to enter into contracts with owners of qualified historic properties who actively participate in the restoration and maintenance of their historic properties while receiving property tax relief. Santa Clara participates in the Mills Act Program. A requirement of the Mills Act Contract is that the building must be a qualified structure, listed on either a local, State, or National register. The property is currently listed on the City's Historic Resource Inventory (HRI) for age and the architectural integrity of the residential structure.

The subject property is a 6,098 square-foot lot located on the northeast corner of Alviso Street and Harrison Street. Constructed in 1890, the existing residence on the property is a 1,027 square foot three-bedroom, one-bathroom, one-story residence designed in the Queen Anne architectural style. There is a detached garage on-site. There is also a detached 570 square foot one-bedroom, one-bathroom Accessory Dwelling Unit (ADU) that was approved in 2021 (PLN21-15367).

The property owners submitted the requisite application, including a historic survey (Department of Parks and Recreation DPR 523A Form), a Statement of Justification for the request, and a 10-Year Restoration and Maintenance Plan for evaluation of the proposed workplan to restore, rehabilitate, and maintain the property.

For Mills Act Contract requests, the Historical and Landmarks Commission makes a recommendation to the City Council for their final determination. Approved contracts are executed between the City and the property owner and recorded with the County for a minimum ten-year term. Contracts are automatically renewed each year and are transferred to new owners when the property is sold.

DISCUSSION
The Mills Act Program allows a qualified property owner to receive a potential property tax reduction and use that savings to assist in offsetting the costs to rehabilitate, restore, and maintain their property. To qualify for this program, the property and/or building must be listed on either a local, State, or National register. The property must also have a plan to restore and rehabilitate the property.

A DPR 523A Form was prepared by Richard Brandi in August 2024, assessing the historical

significance of the property based on National and State (California) Register criteria and the City's local criteria for significance. The evaluator found the structure at 1309 Alviso Street to be in overall good condition. The evaluators concluded that the property continues to retain enough of its historic character and appearance to be recognizable as a historic resource and to convey the reason for its significance as a Historically Significant Property on the City's HRI.

The property owners submitted a Statement of Justification and 10-Year Plan for restoration and maintenance of the property. The Plan includes repairing the front porch and windows, exterior painting, replacing the gutters, and installing a HVAC system. The property owners will obtain Significant Property Alteration permits for the work described in the Plan as required by the Historic Preservation Ordinance (Chapter 18.130).

Staff finds that the work proposed in the 10-Year Restoration and Maintenance Plan adheres to the Secretary of Interior's Standards for Rehabilitation. The proposed improvements, and the owner's statement of justification, support the preservation, protection, and maintenance of a locally designated significant structure.

If approved, the subject property would be the third Mills Act Contract this year and within the City's allowed number of 10 contracts for 2024.

ENVIRONMENTAL REVIEW

The Mills Act Program is exempt from CEQA environmental review requirements per CEQA Section 15061(b)(3). The activity is covered by the general rule that CEQA applies only to projects which have potential for causing a significant effect on the environment where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

PUBLIC CONTACT

There is no requirement that Mills Act Contracts are publicly noticed.

RECOMMENDATION

Staff recommends that the Historical and Landmarks Commission find that the Mills Act Application and associated 10-Year Plan for restoration and maintenance accomplish the intent of preserving and maintaining the historical significance of the property; and therefore, recommend City Council approve of the City entering into a Mills Act Contract with the property owner, and the adoption of a 10-Year Restoration and Maintenance Plan associated with the Historical Preservation Agreement for the property located at 1309 Alviso Street.

Prepared by: Tiffany Vien, Associate Planner
Reviewed by: Sheldon S. Ah Sing, Development Review Officer
Approved by: Lesley Xavier, Planning Manager

ATTACHMENTS

1. Legal Property Description
2. Historic Survey (DPR 523A Form)
3. Secretary of Interior Standards for Rehabilitation
4. Statement of Justification
5. 10-Year Restoration and Maintenance Plan

6. Draft Historic Property Preservation Agreement (Mills Act Contract)

8/16/2024

STATEMENT OF JUSTIFICATION FOR THE MILLS ACT

City of Santa Clara Historical Landmarks Commission
Re: Mills Act Application for 1309 Alviso Street

Dear Honorable Members of the Historical Landmarks Commission,

Matt and Allie Jackman, the owners of the property at 1309 Alviso Street, Santa Clara, CA 95050, respectfully request your consideration for a Mills Act contract. We moved to Santa Clara almost 4 years ago when we were expecting our daughter. When we were looking for homes, 1309 Alviso Street was the perfect fit for our growing family. With this application, we plan to restore the historical integrity of our beautiful home and understand the immense importance of applying for the Mills Act.

Our home is a one-story Queen Anne Victorian and retains many of its original features. We plan to take many steps to ensure that the unique historical features of our home will be maintained in order to accent the Old Quad neighborhood. The property tax relief afforded by the Mills Act will help immensely in our ongoing efforts to support the historic home. We will fumigate for pests, address any dry root issues, update landscaping, restore the picket fencing, and paint the entire exterior of the home among other restoration efforts. Most of all, we will proudly protect the integrity of historic homes in our beautiful neighborhood by connecting with neighbors and fellow Mills Act recipients to participate in this wonderful community.

We appreciate your time and consideration on this matter. Our application is supported by Richard Brandi's historic evaluation (DPR523), which showcases the historical importance of our residence. We look forward to you reviewing our Mills Act application and allowing us to protect our beautiful Victorian for generations to come.

Sincerely,

Matt and Allie Jackman
1309 Alviso Street
Santa Clara, CA 95050

24-1041 Agenda Date: 11/19/2024

REPORT TO COUNCIL

SUBJECT
Action on the Historic Preservation Agreement (Mills Act Contract) (PLN21-15422) for 1365 Main Street

COUNCIL PILLAR
Promote and Enhance Economic Housing and Transportation Development

BACKGROUND
Property owners, Pear Tree, LLC, applied for a Historical Preservation Agreement (Mills Act Contract) (File No. PLN21-15422) for the property located at 1365 Main Street. Enacted in 1972, the California Mills Act legislation grants participating local governments the authority to enter into contracts with owners of qualified historic properties who actively participate in the restoration and maintenance of their historic properties while receiving property tax relief. Santa Clara participates in the Mills Act Program. A requirement of the Mills Act Contract is that the building must be a qualified structure, listed on either a local, State, or National register. The property is currently listed on the City's Historic Resource Inventory (HRI) for age and the architectural integrity of the residential structure.

The proposed Mills Act Contract (Attachment 1) and supporting documents were presented to the Historical and Landmarks Commission (HLC) hearing on May 17, 2023. The HLC unanimously recommended that the City Council approve the Mills Act Contract and adopt the 10-Year Restoration and Maintenance Plan for 1365 Main Street. The staff report and minutes for the May 17, 2023, HLC meeting is attached for reference (Attachment 3 and 4).

There were other requested entitlements for the property. On October 10, 2023, Council approved the associated Rezone from Single-family (R1-6L) to Planned Development (PD) and Tentative Parcel Map to split the one lot into two lots. The applicant wanted to complete recordation of the map, so that the Mills Act contract can be approved only for the property at 1365 Main Street. The final map was recorded in July 2024.

DISCUSSION
The subject property is a one-story over a basement single-family Craftsman bungalow at 1365 Main Street. The structure is square in form and clad in stucco. The wood-frame building has a cross gabled roof with two shed roofs over the east and west facades all clad in asphalt shingles. While the house at 1365 Main Street underwent alterations, many of the character defining features have been retained. Major exterior alterations include the stucco cladding over the horizontal wood siding, the east and west additions, and new windows and doors.

An updated State of California Department of Parks and Recreation (DPR) form in the Secretary of Interior Standards for the Treatment of Historic Properties evaluation was prepared by Lorie Garcia of

Beyond Buildings on December 2, 2021. The proposed project has been determined to be historically significance resource as indicated through the DPR form provided by the applicants to evaluate the significance of the structure. The evaluation of the historical and architectural qualities of the property supports the conclusion that the property remains eligible for listing in the Historic Resources Inventory.

The draft Mills Act agreement is attached to this report along with the 10-year preservation plan and associated exhibits. Some of the notable work that would be performed under this Plan include interior remodel, repair and replacement of exterior windows, termite fumigation, adding heating, ventilation and air conditioning, interior paint, and foundation replacement.

The Mills Act Program allows a qualified property owner to receive a potential property tax reduction and use that savings to assist in offsetting the costs to rehabilitate, restore, and maintain their property. To qualify for this program, the property and/or building must be listed on either a local, State, or National register. The property must also have a plan to restore and rehabilitate the property.

The HLC in their recommendation to the City Council found that the work proposed in the 10-Year Restoration and Maintenance Plan adheres to the Secretary of the Interior's Standards for Rehabilitation. The proposed improvements and the owner's 10-year preservation plan support the preservation, protection, and maintenance of a locally designated significant structure.

This request is one of five Mills Act Contracts on track for Council approval this year out of the allowed 10.

ENVIRONMENTAL REVIEW

The Mills Act program is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15331 of the CEQA Guidelines (Historical Resource Restoration / Rehabilitation). This exemption consists of projects limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation, or reconstruction of historical resources in a manner consistent with the Secretary of the Interior Standards. The Project will result in the restoration and rehabilitation of the 1898 structure consistent with the Secretary of the Interior Standards.

FISCAL IMPACT

The amount of the property tax reduction depends upon the property, location, size, and comparable properties in the area. Currently, the assessed value of the property is approximately $1,430,550 (06/30/2024 information) and the annual property tax is approximately $16,756 (2024/25 value) (Source: Santa Clara County Assessor's Office). The City receives approximately 10% of the base property tax. The Mills Act Contract tax reduction is based on an income capitalization method (ICM) calculation based on the average monthly rent, average maintenance costs, and an amortization schedule to arrive at a reduced appraisal value resulting in lower property taxes. The anticipated tax reduction would be 20% to 70% based on the County's evaluation of the property's age, condition, and local market value factors in accordance with the formula set by state law. Based on the latest information available, the estimated annual fiscal impact to the City for this individual Mills Act Contract would be a decrease of property tax revenue in the range of $335 to $1,173. The actual future fiscal impact may be greater due to the reassessment of property value by the County upon transfer of ownership.

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As the current Council policy allows up to 10 Mills Act Contracts to be approved each year, the cumulative economic impact for multiple Mills Act contract does not significantly reduce the overall property tax income for the City.

COORDINATION

This report has been coordinated with the Finance Department and the City Attorney's Office.

PUBLIC CONTACT

No public notices are required for this item. Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Determine that the project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15331(Class 31 - Historical Resource Restoration / Rehabilitation); and
2. Authorize the City Manager to execute a Mills Act Contract in a final form approved by the City Attorney and adopt the 10-Year Restoration and Maintenance Plan associated with the property at 1365 Main Street.

Reviewed by: Reena Brilliot, Acting Director, Community Development Department
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Statement of Justification
2. Draft Mills Act Contract and Exhibits
3. Historical and Landmarks Commission Staff Report from May 17, 2023
4. Historical and Landmarks Commission Minutes from May 17, 2023

Project Proposal for:
1365 Main Street, Santa Clara (and 1070 Lewis Street)

Rezone and Subdivide 1365 Main Street, Santa Clara, an existing "L" shaped lot, into two (2) lots via a Tentative Parcel Map to reflect the two existing residence. Renovate the existing home at 1365 Main Street and add approximately 372 SF of new construction. Demolish two (2) existing one car garages and one (1) shed. Build one (1) new two car garage at 1365 Main Street. Build one (1) new two car garage with second floor ADU at 1070 Lewis. Apply for Mills Act contract for 1365 Main Street house which is designated a Historic Resource in the City's General Plan. Mills Act application will include 10 Year Preservation Plan and Treatment Plan.

RECORD WITHOUT FEE
PURSUANT TO GOV'T CODE SECTION 6103

Recording Requested by:
Office of the City Attorney
City of Santa Clara, California

When Recorded, Mail to:
Office of the City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Form per Gov't Code Section 27361.6 **[SPACE ABOVE THIS LINE FOR RECORDER'S USE]**

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement, (herein, "Agreement"), is made and entered into this ___ day of _____, 2024, ("Effective Date"), by and between Pear Tree Investments, LLC, owner of certain real property located at 1365 Main Street ("OWNER") and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("CITY"). CITY and OWNER may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

A. **Recitals**.

(1) California Government Code Section 50280, et seq. authorizes the CITY to enter into a contract with the OWNER of qualified Historical Property to provide for the use, maintenance, and restoration of such Historical Property so as to retain its characteristics as property of historical significance.

(2) OWNER possesses fee title in and to that certain real property, together with associated structures and improvements thereon, shown on the 2023 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 209-05-109, and generally located at the street address 1365 Main Street, in the City of Santa Clara ("Historic Property"). A legal description of the Historic Property is attached hereto as "Legal Description," marked as "Exhibit "A," and incorporated herein by reference.

(3) The Historic Property is on the City of Santa Clara Architecturally or Historically Significant Properties list. OWNER submitted a Mills Act Proposal to City on December 23, 2021. The Proposal included a Primary Record from the State of California's Department of Parks and Recreation. A true and correct copy of the Proposal is attached to this Agreement as "Exhibit B".

(4) CITY and OWNER, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property and to qualify the Historic Property for an assessment of valuation pursuant to Section 439.2 et.seq. of the California Revenue and Taxation Code.

B. **Agreement**.

NOW, THEREFORE, CITY and OWNER, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

(1) Effective Date and Term of Agreement. The term of this Agreement shall commence on the Effective Date of this Agreement and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the Effective Date, such term will automatically be extended as provided in paragraph 2, below.

(2) Renewal.

(a) Each year on the anniversary of the Effective Date of this Agreement, ("renewal date"), one (1) year shall automatically be added to the term of this Agreement unless notice of nonrenewal is mailed as provided herein.

(b) If either the OWNER or CITY desires in any year not to renew the Agreement, OWNER or CITY shall serve written notice of nonrenewal of the Agreement. Unless such notice is served by OWNER to CITY at least ninety (90) days prior to the annual renewal date, or served by CITY to OWNER at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the balance of the remaining term of the Agreement as provided herein.

(c) OWNER may make a written protest of a nonrenewal notice issued by CITY. CITY may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to OWNER of nonrenewal. If either CITY or OWNER serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, from either original execution date or the last renewal date of the Agreement, whichever is applicable.

(3) Standards for Historical Property. During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

(a) OWNER shall preserve and maintain the characteristics of historical significance of the Historic Property. "The Secretary of the Interior's Standards for Rehabilitation," marked as "Exhibit C" to this agreement, and incorporated herein by this reference, contains a list of those minimum standards and conditions for maintenance, use, and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement.

(b) OWNER shall, when necessary or as determined by the Director of Planning and Inspection, restore and rehabilitate the property to conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, the United States Secretary of the Interior Standards for Rehabilitation and the California Historical Building Code and in accordance with the attached schedule of potential home improvements, drafted by the OWNER and approved by the City Council, attached hereto as "The Description of the Preservation and Restoration Efforts," marked as "Exhibit D" to this agreement, and incorporated herein by this reference.

(c) OWNER shall allow, and CITY requires, that after five (5) years, and every five (5) years thereafter, an inspection of the property's interior and exterior shall be conducted by

a party appointed by CITY, to determine OWNER' continued compliance with the terms of this Agreement. OWNER acknowledge that the required inspections of the interior and exterior of the property were conducted prior to the effective date of this Agreement.

(4) Provision for Information.

(a) OWNER hereby agree to furnish CITY with any and all information requested by the CITY to determine compliance with the terms and provisions of this Agreement.

(b) It shall be the duty of the OWNER to keep and preserve, for the term of the Agreement, all records as may be necessary to determine the eligibility of the property involved, and the OWNER compliance with the terms and provisions of this Agreement, including, but not limited to blueprints, permits, historical and/or architectural review approvals, and schedules of potential home improvements drafted by the OWNER and approved by the City Council.

(5) Cancellation.

(a) CITY, following a duly noticed public hearing as set forth in California Government Code Section 50280, et seq., shall cancel this Agreement or bring an action in court to enforce this Agreement if it determines any one of the following:

(i) the OWNER breached any of the terms or conditions of this Agreement; or

(ii) the OWNER allowed the property to deteriorate to the point that it no longer meets standards for a qualified historic property.

(b) CITY may also cancel this Agreement if it determines that:

(i) the OWNER allowed the property to deteriorate to the point that it no longer meets building standards of the City Code and the codes it incorporates by reference, including, but not limited to, the Uniform Housing Code, the California Historical Building Code, the California Fire Code, and the Uniform Code for the Abatement of Dangerous Buildings or;

(ii) the OWNER has not complied with any other local, State, or federal laws and regulations.

(iii) the OWNER failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of this Agreement.

(c) In the event of cancellation, OWNER shall pay those cancellation fees set forth in California Government Code Section 50280, et seq. As an alternative to cancellation, OWNERS may bring an action in court to enforce the Agreement.

(6) No Waiver of Breach.

(a) No waiver by CITY of any breach under this Agreement shall be deemed to be a waiver of any other subsequent breach. CITY does not waive any claim of breach by OWNER if CITY does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for under the terms of this Agreement or in the City's laws and regulations are available to the City.

(7) Mediation.

(a) Any controversies between OWNER and CITY regarding the construction or application of this Agreement, and claim arising out of this contract or its breach, shall be submitted to mediation upon the written request of one party after the service of that request on the other party.

(b) If a dispute arises under this contract, either party may demand mediation by filing a written demand with the other party.

(c) The parties may agree on one mediator. If they cannot agree on one mediator, there shall be three: one named in writing by each of the parties within five days after demand for mediation is given, and a third chosen by the two appointed. Should either party refuse or neglect to join in the appointment of the mediator(s) or to furnish the mediator(s) with any papers or information demanded, the mediator(s) may proceed ex parte.

(d) A hearing on the matter to be mediated shall take place before the mediator(s) in the city of Santa Clara, County of Santa Clara, State of California, at the time and place selected by the mediator(s). The mediator(s) shall select the time and place promptly and shall give party written notice of the time and place at least fifteen (15) days before the date selected. At the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the sole discretion of the mediator(s). The mediator(s) shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

(e) The submission of a dispute to the mediator(s) and the rendering of a decision by the mediator(s) shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award may be given by any Superior Court having jurisdiction, or that Court may vacate, modify, or correct the award in accordance with the prevailing provisions of the California Mediation Act.

(f) Each party shall bear their own cost(s) of mediation.

(8) Binding Effect of Agreement.

(a) The OWNER hereby subjects the Historic Property described in Exhibit "A" hereto to the covenants, reservations, and restrictions as set forth in this Agreement. CITY and OWNER hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the OWNER successors and assigns in title or interest to the Historic Property. Each and every contract, deed, or other instrument hereinafter executed, covering, encumbering, or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations, and restrictions expressed in this Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument.

(b) CITY and OWNER hereby declare their understanding and intent that the burden of the covenants, reservations, and restrictions set forth herein touch and concern the land in that OWNER' legal interest in the Historic Property.

(c) CITY and OWNER hereby further declare their understanding and intent that the benefit of such covenants, reservations, and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Historic Property for the benefit of the CITY, public (which includes, but is not limited to the benefit to the public street generally located at 1365 Main Street), and OWNER.

(9) Notice.

(a) Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

CITY: City of Santa Clara
Attn: City Clerk
1500 Warburton Avenue
Santa Clara, CA 95050

OWNERS: Pear Tree Investment, LLC
2185 The Alameda #150
San Jose, CA 95126

(b) Prior to entering a contract for sale of the Historic Property, OWNER shall give thirty (30) days notice to the CITY and it shall be provided at the address of the respective parties as specified above or at any other address as may be later specified by the parties hereto.

(10) No Partnership or Joint Enterprise Created. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns; nor shall such terms, provisions, or conditions cause them to be considered joint ventures or members of any joint enterprise.

(11) Hold Harmless and Indemnification. To the extent permitted by law, OWNER agree to protect, defend, hold harmless and indemnify CITY, its City Council, commissions, officers, agents, and employees from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising there from for which OWNER shall become legally liable arising from OWNER' acts, errors, or omissions with respect to or in any way connected with this Agreement.

(12) Attorneys' Fees. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to costs and other relief ordered by the court.

(13) Restrictive Covenants Binding. All of the agreements, rights, covenants, reservations, and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner pursuant to this Agreement.

(14) Mills Act Historic Property Contract Application Requirements. An application for a Mills Act Historic Property Contract has been be made through the Planning Division and shall include the following:

a. a Historic Resources Inventory form;

b. the description of the preservation or restoration efforts to be undertaken as referenced in paragraph 3 (b) as Exhibit "D";

c. a statement of justification for the Mills Act Historic Property designation and reassessment; and,

d. the Mills Act Historic Property Contract filing fee pursuant to paragraph 17.

(15) Mills Act Historic Property Contract Approval. Based upon the Historical and Landmarks Commission's ("Commission") review of the Mills Act Historic Property Contract criteria and recommendation to Council, and based upon the recommendation and approval by Council, a Mills Act Historic Property Contract may be entered into with OWNER. The decision of the City Council shall be final and conclusive in the matter.

(16) Recordation and Notice. No later than twenty (20) days after the parties execute and enter into this Agreement, the CITY shall cause this Agreement to be recorded in the office of the County Recorder of the County of Santa Clara.

(17) Fees. The Planning Department may collect such Mills Act Historic Property Contract application fee or other fees for the administration of this contract as are authorized from time to time by the City Council. Such fees do not exceed the reasonable cost of providing the service for which these fees are charged. OWNERS shall pay the County Recorder's Office recordation fees for recordation of this Mills Act Historic Property Contract and the recordation of the OWNERS updated Historic Resources Inventory form.

(18) Ordinary Maintenance. Nothing in this contract shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature in or on any Historic Property covered by this contract that does not involve a change in design, material, or external appearance thereof, nor does this contract prevent the construction, reconstruction, alteration, restoration, demolition, or removal of any such external architectural feature when the Director of Planning and Inspection determines that such action is required for the public safety due to an unsafe or dangerous condition which cannot be rectified through the use of the California Historical Building Code and when such architectural feature can be replaced according to the Secretary of Interior's Standards.

(19) California Historical Building Code. The California Historical Building Code ("CHBC") provides alternative building regulations for the rehabilitation, preservation, restoration, or relocation of structures designated as Historic Properties. The CITY's building permit procedure shall be utilized for any Historic Property which is subject to the provisions of this Agreement, except as otherwise provided in this Agreement or the CHBC. Nothing in this Agreement shall be deemed to prevent any fire, building, health, or safety official from enforcing

laws, ordinances, rules, regulations, and standards to protect the health, safety, welfare, and property of the OWNERS or occupants of the Historic Property or the public.

(20) Conservation Easements.

(a) Conservation easements on the facades of the Historical Property may be acquired by the CITY, or on the CITY's behalf, by a nonprofit group designated by the CITY through purchase, donation, or condemnation pursuant to California Civil Code Section 815.

(b) The OWNERS, occupant, or other person in actual charge of the Historical Property shall keep in good repair all of the exterior portions of the Historic Property, and all interior portions thereof whose maintenance is necessary to prevent deterioration and decay of any exterior architectural feature.

(c) It shall be the duty of the Director of Planning and Building Inspection to enforce this section.

(21) Severability. If any section, sentence, clause, or phrase of this Agreement is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, or by subsequent preemptive legislation, such decision shall not affect the validity and enforceability of the remaining provisions or portions of this Agreement. CITY and OWNER hereby declare that they would have adopted this Agreement, and each section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases may be declared invalid or unconstitutional.

(22) Integrated Agreement - Totality of Agreement. This Agreement embodies the agreement between CITY and OWNERS and its terms and conditions. No other understanding, agreements, or conversations, or otherwise, with any officer, agent, or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

(23) Captions. The captions of the various sections, paragraphs and subparagraphs are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

(24) Statutes and Law Governing Contract. This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

(25) Amendments. This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

IN WITNESS WHEREOF, CITY and OWNERS have executed this Agreement on the day and year first written above.

CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation

APPROVED AS TO FORM:

Office of the City Attorney
City of Santa Clara

Jovan D. Grogan
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

Pear Tree Investments, LLC
Owner of 1365 Main Street

By: _____

Pear Tree Investments, LLC
2185 The Alameda, #150
San Jose, CA 95126

"OWNER"

Exhibits:
A – Property Legal Description
B – Primary Record; DPR report
C – Secretary of Interior's Standards for Rehabilitation
D – Description of the Preservation and Restoration Efforts

ACKNOWLEDGMENT

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 Santa Clara)

On OCTOBER 7, 2024 before me, Susan Bunce, Notary Public
(insert name and title of the officer)

personally appeared Mark E. Robson,
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.

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.

SUSAN M. BUNCE
Notary Public - California
Santa Clara County
Commission # 2460895
My Comm. Expires Aug 25, 2027

Signature _____ (Seal)

Exhibit A
Legal Description

REAL PROPERTY IN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL B AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD JULY 18, 2024 IN BOOK 963 OF MAPS, AT PAGES 26-27, SANTA CLARA COUNTY RECORDS.

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary# _____
HRI# _____
Trinomial _____
NRHP Status Code

Other Listings

Review Code | Reviewer | Date

 ***Resource Name or #:** (Assigned by recorder) *Manuel and Lorraine Freitas House*

P1. Other Identifier: *1365 Main Street, Santa Clara. CA.*

***P2. Location:** ☐ **Not for Publication** x **Unrestricted** ***a. County** *Santa Clara*
and (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)

***b. USGS 7.5' Quad** *San Jose West* **Date** *1980 photo revised* **T** *7S*; **R** *1W*; *unsectioned*; *Mt. Diablo* **B.M.**

c. Address *1365 Main Street* City *Santa Clara* Zip *95050*

d. UTM: (Give more than one for large and/or linear resources) Zone __, _____ mE/ _____ mN

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate)
Assessor's Parcel Number: 269-05-082
East side of Main Street between Harrison and Lewis Streets

***P3a. Description:** (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

1365 Main Street is located in the urban setting of an unusual block of houses that was primarily developed in the early 1890s and the first quarter of the twentieth century. Divided in half by an alley, which runs east to west through the middle of it, the southern portion of the block was developed from 1891 to the mid-1890s. Known as the Harrison Street Block, the block's southern portion consists of a group of seven homes of one-and-one-half to three story variations of the architectural styles popular during this period, with similar setbacks from the street and urban sized front yards. With the exception of a house constructed in the 1860s, development of the block's northern portion began after 1910. Due to the differing periods of development, the lots on the block have varying widths and

(Continued on page 2, form 523L)

***P3b. Resource Attributes:** (List attributes and codes) *HP2 Single – Family Property*

***P4.Resources Present:** x Building ☐Structure ☐Object ☐Site ☐District ☐Element of District ☐Other (Isolates, etc.)

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects.)

***P5b. Description of Photo:** (view, date, accession #)
Front façade (view toward ENE) Photo No: 100_2893, 12/2021

***P6. Date Constructed/Age and Source:**
x Historic ☐ Prehistoric ☐ Both
1911-1912
Assessor's Records, City Directories, Newspaper Articles, Sanborn Maps.

***P7. Owner and Address:**
Pear Street Investment, LLC.
2185 The Alameda #150
San Jose, CA 94012

***P8. Recorded by:** (Name, affiliation, and address)
Lorie Garcia
Beyond Buildings
P.O. Box 121
Santa Clara, California 95052

***P9. Date Recorded:** *February 15, 2022*

***P10. Survey Type:** (Describe) *Intensive*

***P11. Report Citation:** (Cite survey report and other sources, or enter "none.") *Historic Resources Inventory Form " Multiple property; 1346, 1356, 1357, 1365, 1386, 1407, 1436, 1460 Main St." dated December 28, 1980.*

***Attachments:** ☐NONE x Location Map x Continuation Sheet x Building, Structure, and Object Record ☐Archaeological Record ☐District Record ☐Linear Feature Record ☐Milling Station Record ☐Rock Art Record ☐Artifact Record ☐Photograph Record ☐ Other (List):

(Continued from page 1, Form 523A, P3a. Description)

depths, ranging from those on the southern half being mostly 41' wide and 140' deep, to those on the block's northern half, which range from 40' to 80' wide with depths that range from 60' to 152.70' deep. Like the surrounding blocks, the streetscape is a pleasant one which evokes the sense of an early Santa Clara neighborhood.

Originally the subject home was situated on a large 14,386 sq. ft. parcel that was divided into two lots in 1994, so that today it is located on the 9,587 sq. ft., L-shaped lot, which resulted from this division. This lot has one home facing Main Street (1365 Main) and a second home fronting on Lewis Street (1070 Lewis). The subject home at 1365 Main Street fronts roughly west onto Main Street and is set towards the front of a 54' x138.33', 7,469.82 sq. ft., portion of the L-shaped lot. It is set back from the street enough to allow for a modest cultivated lawn and narrow brick-edged planting beds with ornamental shrubbery. On the north side of the property, a wide concrete driveway leads to a detached garage. A wide, south side-yard with a brick-paver walkway adjacent to the house and fruit trees and plantings fills the space between the house and the south property line. A short, wide, straight, concrete walkway, leads from the Main Street sidewalk to the front (main) entry. Concrete walkways branch off from this walkway with one leading to the driveway and the other to a gate that leads into the south side-yard. This gate is built into a high wood fence that runs from the front corner of the house to a fence on the south property line and secures access to the home's south side and rear yard. A wrought-iron, gated, fence with a sliding wrought-iron gate across the driveway, adjacent to the Main Street sidewalk, secures access to the front, north side and rear of the property. A neatly trimmed hedge set between the fence and the sidewalk softens the severity of the fence.

To the rear of the house and reached by the straight driveway from Main Street, is the detached, street-facing, rectangular, gabled roof, wood-framed garage, sheathed in wide, horizontal wood siding. It is set near the rear of the house, adjacent to the north property line. The garage appears to have been constructed ca. 1911-12 and is in deteriorated condition. A second large garage, which opens on to Lewis Street, originally constructed pre-1930 for 1365 Main Street is currently used for 1075 Lewis Street.

The rear of the property is deep with a concrete patio adjacent to the house and a wide, concrete walkway that extends from it and leads to a small accessory dwelling unit that abuts the south property line. Fruit trees, vegetable and flower beds with connecting dirt paths fill most of the rear yard space. As the subject home is on an L-shaped lot that has two houses with no division between the open area that comprises their rear yards, the rear yard space for the subject house at 1365 Main Street is indistinguishable from that of the house that fronts on Lewis Street. And. as this is an L-shaped lot with two existing houses on it, fencing is unusual. A high wood fence runs along the south property line and connects with a similar fence, which continues along the east property line past the Lewis Street house to a point where it connects to a lower wrought-iron fence that then runs to Lewis Street. Similarly, a portion of the L-shaped lot's west and north property lines are bordered by a high wood fence, which then connects to lower wrought-iron fencing.

Supplemental Photograph or Drawing

Originally the mirror image of the neighboring house at 1357 Main Street, the primary building on the site is a 1,375 sq. ft., one-story house constructed in 1911-1912 and designed as a Craftsman Bungalow in a vernacular version of the Craftsman architectural style's cross-gabled roof subtype. The plan of this wooden, single-family residence is squared, set over a partial basement,

(Continued on page 3, Form 523L)

Description of Photo: (view, date, accession #)
(Camera pointing E) North side-elevation and partial front façade. Photo No: 100_2894; 12/31/2021.

(Continued from page 2, Form 523L)

which slightly elevates the living area above the ground. It is distinguished by a prominent side-facing (north-south) low-pitched, gabled roof punctuated by a subordinate front-facing gabled roof that projects from its west slope. As is characteristic of this architectural style, it has a moderately wide, unenclosed eave overhang. Both the front-facing and side-facing gable's rake eaves are supported by knee braces and trimmed with unusual and decorative verge boards (original). The verge boards are multi-layered with a space before a small, final board. The knee braces project through this space with a notch near the end that rests upon the board. (The low-pitched gabled roof, verge boards and knee braces are character-defining features of the Craftsman architectural style.)

On the front, as part of alterations made in the 1960s, which included a new interior front room, a portion of the west face of the side-facing gabled roof has been altered to form a shed roof across the extended portion of the house and the new front porch, truncating the inner corner of the original front-facing gable. Supported at each end by knee braces and trimmed with the same decorative verge boards that appear on the original house, the shed roof has unenclosed eaves and exposed roof rafters. In the rear, a shed roof that projects from the east face of the side-facing gabled roof, covers a 1940s extension that projects from a portion of the home's rear-elevation. Neither shed roof is original. Composition shingles sheathe the various roof forms

Stucco, which was applied in the 1960s over the home's original wide, horizontal, wood siding, sheathes the body of the house. A small, partially recessed front porch (not original) is set in the middle of the front façade. A narrow, tall, horizontal, opening in the porch's open end, admits light into the porch. Low, wooden stoops are set to either side of the steps and at the top of either side of the entry stairs, plinths provide a decorative element. Another decorative element is found in the wide board, supported by small corbels, which trims the top of the of the porch opening.

The principal entrance is on the front (west) façade. Offset on the porch, it faces Main Street and is accessed by 3 wooden steps, which lead to a wood porch from the concrete walkway that connects to the Main Street sidewalk. This entrance has wide wooden trim with a plain narrow edging that surrounds the entry door. The wooden door (original) has multiple glass panes, typical of the Craftsman Bungalows found locally. A secondary entry set into the original rear (east) façade, adjacent to the driveway, is accessed by 3 concrete stairs leading to a wide concrete landing. A wrought-iron railing is set on the outside of the stairs. The entrance is framed with narrow wood trim. The wooden door has a design of two small square panels on top with two sets of two horizontally orientated panels below. The entry appears original; however, the door is a replacement.

Another secondary entry set into the rear of the 1940s addition on the rear (east) façade, is accessed by 3 concrete stairs leading to a narrow concrete landing. Wrought-iron railings edge the stairs and landing. The wooden door has a large glass pane in the top half set over a wood panel in the lower. (This entry and door appear original to the 1940s addition but not to the original 1911-1912 house.) A unusual aluminum overhang (not original) shelters the entry below. Both rear entry doors are set flush with the house. Set at ground level, adjacent to the addition's rear entry, a pair of hinged doors, comprised of wood boards that open in the middle, provide access to the steps that lead into the basement.

Other character-defining features of this home include its windows, which are mainly typical Craftsman style with two or more windows often grouped together, casement or double-hung windows and simple window surrounds. Fenestration on the front façade consists of a ribbon of three (3) casement windows (original) set in the wall under the front-facing gable. The casement windows are narrow, vertically orientated and wood-framed, each having 10 panes separated by muntins. They have a surround consisting of wide wood boards edged with a plain narrow trim and projecting sills. Set into the opposite side is a ribbon of four (4) casement windows. These also are narrow, vertically orientated and wood-framed however, these each have 8 panes separated by muntins. (These casement windows date to the 1960s alteration to the house.)

Those on the north side-elevation are all original and display a mix of Craftsman style windows. On the north side-elevation, closest to the front, is a ribbon of four (4) casement windows, identical to three found on the original front façade. In the middle is a pair of small one-over-one, vertically orientated double-hung windows. Grouped together towards the rear are three (3) medium-sized one-over-one, vertically orientated double-hung windows. All have surrounds consisting of wide wood boards edged with a plain narrow trim and projecting sills. On the south side-elevation, closest to the front, is a ribbon of four (4) casement windows. They are narrow, vertically orientated and wood-framed and each have 8 panes separated by muntins. They have a projecting sill but no surround. (These casement windows date to the 1960s alteration to the house.) Going towards the rear is a ribbon of three (3) medium-sized four-over-

(Continued on page 4, Form 523L

(Continued from page 3, Form 523L)

one, vertically orientated double-hung windows, followed by a pair of identical windows. All have projecting sills and surrounds consisting of wide wood boards edged with a plain narrow trim. (Both sets are original.). Closest to the rear is a single medium-sized one-over-one, double-hung window. It has a projecting sill and is surrounded with narrow back-banded trim. (This window appears to date to the 1940s rear addition.)

Fenestration of the home's rear façade consists of an aluminum-framed sliding window with no trim set into the wall on either side of the rear entry into the 1940s rear addition. (These are not original.)

Set at basement level, three (3) small wood-framed original windows, one on the north side-elevation and two on the south side-elevation, allow light into the basement. Like the original windows of the house, they are surrounded by wide wood boards edged with a plain narrow trim. Smaller sized openings with no trim, set around the perimeter of the foundation, allow for basement ventilation.

With the exception of the alterations made in the 1940s and 1960s, prior to its addition to the City of Santa Clara's Architecturally or Historically Significant property list in 1980, the residence at 1365 Main Street appears to have had little external change since the time of its construction in 1911-1912. It has been well maintained and is in good condition.

B1. Historic Name: *None*
B2. Common Name: *None*
B3. Original Use: *Single family residential* **B4. Present Use:** *Single family residential*
***B5. Architectural Style:** *Craftsman Bungalow*
***B6. Construction History:** (Construction date, alterations, and date of alterations)
The residence was constructed in 1911-12. 1940s – Rear addition with new rear entry constructed. 1960s – Front façade altered. This included the creation of a new interior front room by enclosure of the original front porch and construction the new room in front of it; removal of the original casement windows and their re- installation in the front and south side-elevations of new room; creation of new shed roof over new space; construction of new front entry porch.
***B7. Moved?** ☒ **No** ☐ **Yes** ☐ **Unknown Date:** _____ **Original Location:**
***B8. Related Features:**

Small garage, constructed ca 1911-12, relocated to north property line ca. 1933. Large garage at rear property line (currently used for 1070 Lewis Street), constructed late 1920s.

B9a. Architect: *Not known* **b. Builder:** *Not known*
***B10. Significance: Theme** *Architecture and Shelter* **Area** *Santa Clara Old Quad*
Period of Significance *1926-2020* **Property Type** *Residential* **Applicable Criteria** *none*
(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

The parcel located at 1037 Harrison Street Is a portion of a larger parcel that had originally been identified as Block 4 North, Range 1 West of the original survey of the City of Santa Clara. This survey was done July 1866 by J.J. Bowen and recorded on August 22 of that same year. (It is this survey that forms the basis for the part of Santa Clara known as the "Old Quad.")

This block framed by Harrison, Washington, Lewis and Main Streets had not been subdivided in 1866 and Lot 1 encompassed the entire block. According to the list of property owners and their improvements, which accompanied the 1866 survey, this was a 93177 sq. ft. tract, which contained 4 frame houses whose exact locations are unknown. The owner of both this block and the block immediately to the north was shown to be James Harris. Originally from Scotland, he had arrived in Santa Clara prior to 1852. Harris, a blacksmith, is shown on the 1868 Poll List for Santa Clara as having his residence on the subject block "near the comer of Lewis and Main."

When The Plat of Santa Clara was drawn in the period between 1873 and 1875, it showed no change in the configuration of the block

(Continued on page 6, Form 523L)

B11. Additional Resource Attributes: (List attributes and codes) *HP2 – Single Family Property*
***B12. References:** *Garcia, Lorie, "Santa Clara: From Mission to Municipality," 1997; Foote, H.S., "Pen Pictures From the Garden of the World," 1888; Lick, Sue Fagalde, "Stories Grandma Never Told: Portuguese Women in California," 1998; Map of the Town of Santa Clara, drawn by C. E. Moore, 1893; McAlester, Virginia & Lee, "A Field Guide to American Houses," 1991; Polk and Husted City Directories,1910 -1979; San Jose Mercury Herald, 11/ 23/1916, 05/10/1921, 09/06/1921, 09/13/1937; Sanborn Fire Insurance Maps, 1891, 1901, 1915, 1930, 1950; San Jose Mercury Herald, 06/15/1917, 03/20/1926, 11/17/1939, 01/04/1946; San Jose Mercury-News, 08/03/1952, 03/15/1953; San Jose News, 03/09/1960; Santa Clara Weekly, 06/28/2017; The Evening News, 06/03/1893, 01/13/1941, 01/26/1956; United States Census: 1880, 1900, 1910, 1920, 1930, 1940; Wagner, Julie [Freitas] and Christina, Communication, January & February, 2022.*

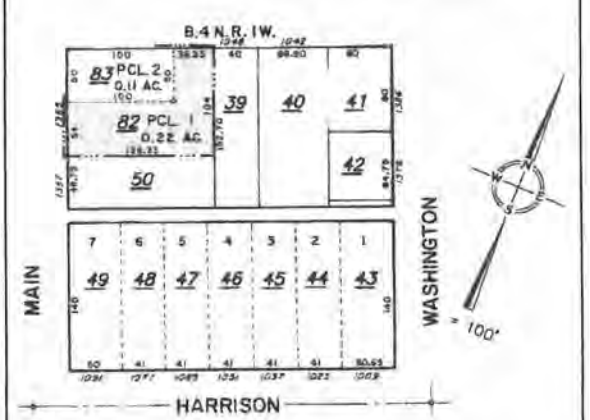
B13. Remarks:

***B14. Evaluator:** *Lorie Garcia*

***Date of Evaluation:** *February 15, 2022*

(This space reserved for official comments.)

(Sketch Map with north arrow required.)



(Continued from page 5, Form 523B, B10. Significance)

that had been surveyed nine years earlier. However, by then the block was owned by Samuel A. Bishop, who like James Harris had arrived in California during the Gold Rush. Born on September 2, 1825 in Albemarle County, Virginia, in 1848, he crossed the plains by ox-cart along the Santa Fe Trail, arriving in Los Angeles in October 1849. He spent two years mining in the Mariposa mines, then became an Indian trader along the Fresno River, eventually being in charge of all the Indians in the area. He then purchased the great Castro grant and became responsible for the establishment of Kern County, where he became one of its first County Supervisors. In 1867, S. A. Bishop resigned that office and moved to San Jose.

Here, among his many entrepreneurial activities, he invested in the purchase of several large tracts of land, started the street railway system where he acted as "President" of the San Jose and Santa Clara Horse Railroad, and among his many other business interests was Vice-President of the San Jose Savings Bank and President of the San Jose Homestead Association. By 1873, he had purchased the subject block from James Harris and the end of the 1880s, while keeping ownership of the north half of Block 4 North, Range 1 West, Samuel A. Bishop sold the south half of the block to Hervey Morgan Leonard. When Bishop unexpectedly passed away on June 3, 1893, he still owned the north half of the block, which is where 1365 Main Street would later be constructed, and it was included in his $100,000 estate, which went into probate. Probate became complicated due to the fact that in 1890 he divorced his first wife, Francis on grounds that she had deserted him, and married his second wife, Elizabeth, to whom he had willed his estate. Although Francis had received a fair divorce settlement and married again, she sued the estate on "failure to provide." It wouldn't be until 1902 that the estate was finally settled.

Among the properties in S. A. Bishop's estate, which were now sold, was the large 21,129.90 sq. ft. lot at the SE corner of Lewis and Main Street, north of the alley that divided the block. It was acquired by Isaac Newton Thompson. Born in Indiana around 1824, I. N. Thompson had come to California in 1849 with his wife, Anna and by 1850 had settled in Santa Clara. By 1852, when the Town of Santa Clara was incorporated, he had already started acquiring what would soon be large landholdings adjacent to the town and started raising a family.

During the following decade he invested in Quito Rancho land and property in the neighboring community of Meridian. As delineated in the 1876 Thompson and West, Historical Atlas of Santa Clara County, by then Isaac N. Thompson owned the 355.03-acre Bennett Bennet Tract. This large land holding was Tract II of Mary Bennett's 2 land grants, lying west of the road to Saratoga, and following her death in early 1869, he had purchased it from her heirs. The October 1869 Poll List for the Santa Clara Precinct, shows that by now he is living on this land. As shown on the 1866 List of property owners that accompanied the first official Town Survey, he also purchased small parcels within the Town limits. The Survey lists him as the owner of the 11,547 sq. ft. Lot 1 and also the 25,291 sq. ft. Lot 3 of Block 5 North, Range 1 West, the block immediately north of the subject block. Described as a "Farmer" and also as a "Capitalist," on the 1870 Census, it shows tha tby then he had become a wealthy man with the value of his Real Estate listed as $29,000 and that of his Person Estate shown to be $30,410.

In the early 1870s, his wife, Anna, passed away following the birth of their 6th and 7th children (twins) and in 1874 he married his second wife, Emily A. C., who had been born in 1839 in Illinois and arrived in Santa Clara in 1862. Isaac N. Thompson continued to participate in the purchase and sale of land and also in its development. He invested in that portion of what was at that time called the Saratoga and Santa Cruz toll road lying within Santa Clara County and in 1880 sold it to the County. Throughout the 1880s and 1890s, he continued to be a land speculator. By the turn of the Century, he and Emily resided in a house at 1085 Clay Street on a lot he owned at the NE corner of Clay and Main Streets. When he passed away at age 90, on August 5, 1913, Isaac N. and Emily A. C. Thompson were living in the recently constructed house, located at 1365 Main Street, on the property he had purchased from Samuel A Bishop's estate. (Note: this house and the one next door at 1357 Main Street, which is its mirror image, had to have been built between 1911 and 1912, as the address does not appear on the 1910 Census but the 1913 City directory, which came out in January, lists Emily as already living at 1365 Main Street.)

Following I. N. Thompson's death, Emily A. C. Thompson continued to live in the subject residence at 1365 Main Street until 1918, when she moved in with her daughter, at 1321 Bellomy Street. (She was living here when she passed away in 1928.) In 1919, the home at 1365 Main Street was sold to George W. Lyle.

Born in 1885 in Missouri, George W. Lyle had grown up in Santa Clara, where as a young man he started work as a constable. In 1910

(Continued on page 7, Form 523L)

(Continued from page 6, Form 523L)

he married Ora Van Curran. In 1918, he was elected the Sherriff of Santa Clara County, the position he held when the following year he purchased the subject home at 1365 Main Street. Thirty-four-year-old George moved into the home with Ora and their two sons, George, age 7 and 2 ¾ year-old Robert. By 1925, George W. Lyle had left this house and moved into the new home he had purchased at 1543 Franklin Street. Manuel Souza, a grocer on Franklin Street, and his wife, Amelia, were now living the subject residence and Joseph and Nora Souza lived next door at 1357 Main Street. In 1926 Manuel Freitas purchased 1365 Main Street and moved into it with his family. At the same time, his brother, Louis Freitas, purchased 1357 Main Street, next door to Manuel.

After hearing stories of the vast opportunities available in America, and with prospects limited in their homelands due to economic and political factors, in the late 1800s many young Portuguese started immigrating to the United States. The United States Bureau of Immigration reports that while between 1891 and 1900, 508 Portuguese Immigrants arrived, with 69149 in the period from 1901-1910 and 108,927 from 1911-1920. While some came from the mainland of Portugal, the majority of these families were from the Azores Islands along with many from Madeira and the Cape Verde Islands. Those who arrived in Santa Clara, mainly settled in the areas already inhabited by other original Portuguese immigrants, where they could be part of a very close-knit community. The 1910 and 1920 Census show that during this decade an overwhelming number of people native to Portugal, along with immigrant families from Spain, settled in the blocks adjacent to the one where 1365 Main Street is located. Here, almost all of them owned their own homes and here their children were born and grew to maturity. The family of Manuel Freitas was among these immigrant Portuguese families who arrived in Santa Clara during the first two decades of the Twentieth Century.

Manuel Freitas was born around 1880 in Santa Cruz, a small town that is north-west of Madeira's capital, Funchal. In 1909, leaving behind his wife, Rosa, he immigrated to America, sailing on the SS Gallia from Madeira and arriving in the Port of New York on March 30th of that year. On November 4, 1908, Manuel had married Rosa [Affonso] in Santo Antonio da Serra, Madeira, her hometown, and when Manuel left, she was pregnant. Their first child, Manuel, Jr., was born in Santa Cruz five months later on August 1st, and Rosa would remain in Portugal with him, until Manuel had gotten settled in Santa Clara. After Manuel arrived in New York, he traveled by train to Santa Clara and upon his arrival here, Manuel Freitas moved in with his older brother, John, and John's family in their house at 1686 Lafayette Street. John had arrived 1904, from Portugal via Hawaii where he had married his wife, Mary, who had been born there in 1892 to Portuguese immigrant parents. Here in Santa Clara, John had become employed as a lamplighter on the Railroad and while living with John, Manuel Freitas also got a job on the Railroad. In 1913, Manuel and John Freitas were joined by their 17-year-old brother, Louis, when he arrived from Portugal. Louis went to work as a tanner in the Eberhard Tannery.

In 1916, Rosa and their son, Manuel, Jr., immigrated to America, entering at Boston, Massachusetts, after leaving from the Azores to which they had traveled from Madeira. After a stay with relatives in the Boston area for about 1 month, they came to Santa Clara and joined Manuel. Manuel Freitas had bought some land on Jackson Street and here, with the aid of members of Santa Clara's Portuguese community he built his own house at 1569 Jackson Street. On June 29, 1917, Manuel and Rosa's second child, a daughter Lorraine, was born and in 1918, a second son, Albert. Tragically Albert died that year from the "Spanish Flu" pandemic that was sweeping across the country. On July 9, 1920, Manuel and Rosa had their fourth child, a son they named Louis after Manuel's brother, Louis Freitas. Also, by 1920 Louis Freitas, who now was working as a laborer on a farm, had married Mary Mattias who had arrived from Portugal with her family in 1906 and Louis, Mary and, her mother, her two sisters and her brother were living in a house he rented at 1067 Lewis Street. Thousands of miles from their homeland, the three Freitas brother were once again living in close proximity to each other, now with their own families in Santa Clara, California.

In 1926, Manuel and Rose Freitas and their youngest children, Lorraine and Louis, moved from their home on Jackson Street into the house at 1365 Main Street, which he had recently purchased. (Note: the 1930 Census shows that at that time was valued at $3,000.) When the family moved to 1365 Main Street, their oldest son, Manuel, Jr. was not with them. He had recently enlisted in the U. S. Navy, in which he would serve until he was honorably discharged four years later. The Freitas' new home was located on the large parcel of land that began at the SE corner of Main and Lewis Streets and then went east for almost 140 feet on Lewis and south for 104 feet on Main Street. This gave the family plenty of room in which they, like so many of their fellow immigrant neighbors, could raise chickens and have a large garden in which to grow fruits and vegetables, both for eating and canning.

For several years, Manuel had been employed picking fruit on a fruit farm and now, following the move, Rosa also went to work. For these hard-working people, it has been stated that "it was essential that everyone contribute to the family's survival." For the women in

(Continued on page 8, Form 523L)

(Continued from page 7, Form 523L)

Madeira and the Azores work centered around the home, in the house or on the farm. The immigrant Portuguese women found life different in American where, although they still had to do most of the jobs at home and spoke limited English if any at all, they found they could also take jobs outside their home and earn money for the first time in their lives. In Santa Clara, the agricultural-related businesses were the economic engine behind Santa Clara's growth and prosperity and while many of the men labored on the fruit farms, the great majority of the Portuguese women found work in the canneries and packing houses to provide extra income for their families; often joined by their sons and daughters as soon as they were old enough. When during the 1920s when Rosa Freitas went to work, it was at the Pratt Lowe Preserving Company, a fruit cannery and, as Josephine Freitas would later relate, in 1926, the summer she turned nine, she earned "$100 at her first job by 'cutting cots' (apricots) for drying at the California Packing Corporation" in Santa Clara.

In order to help each other, raise money for the church and to socialize, in their new country the Portuguese immigrants banded together and founded the Portuguese Lodges. From their start as service organizations these organizations played a very important role in the lives, a role they continue today as they still bring the community together and preserve the Portuguese culture. Both Manuel and Rosa Freitas were active participants in the local Portuguese lodges.

Manuel Freitas and his brother, Louis were officials in the Santa Clara Council of the Associação Protectora da Unido Madeirense do Estado California (APUMEC), *a group dominated by Immigrants from Madeira, which met at their hall on Grant Street (today's The Alameda)) between Benton and Fremont Streets. As in every organization maybe three good workers did all the work, and as Lorraine, who later joined when they let women in, would later recall, "Members would give people rides to the meetings, set up tables and clean up afterward. When the APUMEC was strictly man's organization, they would come to her father Manuel's house, tell her mother they wanted to her (Rosa) to do the cooking, then ask Lorraine to help serve the food... She and her mother would work hard hauling big pans of meat and bread from there to the SES hall... You couldn't say no. There was no such word as 'no' to them."*

The Portuguese women also had their women's lodges, of which the SPRSI *was one of the biggest. Their patron is Saint Isabel and they sponsor civic and social activities along with donating money and goods to the poor. Rosa Freitas belonged to* SPRSI *Council 15, Our Lady of Fatima and the* Sociedade Espiritu Santo (SES). *Lorraine followed in her mother's footsteps and also became a member of* SPRSI *and in the early 1950s, became President of Council 15. In 1952 she was installed as a member of the State Board of Grand Directors of this lodge.*

In the early 1930s, Manuel Freitas had another house built on his property; 1070 Lewis Street. By 1935, this house was being rented to Vincent Mirrione, a railroad clerk, and his wife for $20/month, providing rental income to the family. The 1940 Census shows that Manuel Freitas, now 60, was still working on a fruit farm but now Rosa was at home. Lorraine, who had attended St. Clare Elementary school in Santa Clara and graduated from Notre Dame High School in San Jose was seeking work and Louis, one of their star football players, would graduate from Santa Clara High School that year.

In January 1941, Manuel Freitas entered into a new line of business, that of owner of a "tavern and restaurant." However, as Manuel had not been naturalized and become a citizen, his daughter Lorraine had to apply to the State Board of Equalization as the owner, for the liquor license to sell beer and wine on the premises. Known as Freitas Villa, the lounge was located at 1024 Main Street, near the corner of Main and Franklin Streets, only 3 blocks from the family home at 1365 Main Street. (Note: Freitas Villa was later renamed the Cypress Lounge and would be in business until 1967, when the family had to deal with the Redevelopment Agency that would force it to close, prior to the demolition of Santa Clara's downtown.) In 1941 when the United Sates entered WWII, and until 1946, Manuel, Jr. would once again serve in the military and this time, so did his younger brother, Louis. Now, of their three children only Lorraine Freitas still lived at 1365 Main Street with their parents. In 1943, Manuel Freitas finally became a United States citizen and the naturalization paperwork states his occupation as a bartender and janitor.

By 1950, Manuel Jr., was married and lived in a home at 1822 De La Pena Avenue in Santa Clara. Louis also, no longer lived with his parents however, Lorraine Freitas was still living in the family home with Manuel and Rosa at 1365 Main Street. By then she had started her working career, which would go to include 23 years as an office manager for Simoni's Furniture store in downtown San Jose and 17 years in accounting for FMC Corporation, until she finally retired in 1984 when she was 67 years old.

In January 1956, 67-year-old Rosa Freitas died and her obituary referred the fact that she had been born in Madeira and also described

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her membership in the Portuguese Lodges. Four years later, on March 7, 1960, Manuel Freitas passed away and his obituary pointed out that at the time of his death, he been living with his daughter, Lorraine and had lived in Santa Clara for 50 years. Her father's death left his daughter, Lorraine, as the only member of the Freitas family still living at 1365 Main Street. The land was left to the three Freitas children (Manuel Jr 1/3, Lorraine 1/3 and Louis 1/3). Then, due to trading other property with Manuel Jr., ownership of the 1365 Main Street property changed to Lorraine Freitas owning 2/3 and her brother, Louis, 1/3 of the property. Lorraine's share included the Freitas home at 1365 Main Street.

When Louis Freitas passed away in July 1965, ownership of the property once again changed. Lorraine still was the owner of her 2/3 portion however, Louis' 1/3 went to his widow, Dorothy. Around 1980, Dorothy Freitas Pickett (she was now remarried) changed her 1/3 ownership to her and Louis' daughter, Julie [Freitas] Wagner. So now, while Lorraine still had ownership of her original 2/3 of the property, her niece, Julie, owned the remaining 1/3. In 1994, the original parcel purchased by Manuel Freitas in 1926 was subdivided into 2 parcels. One of the new lots was an L-shaped portion with 38.33 feet fronting on Lewis Street where the house at 1070 Lewis exists and 54 feet fronting on Main Street where the Freitas home at 1365 Main Street is located. The 2nd parcel was a 50' x 100' lot on the SE corner of Maine and Lewis Streets and here a new house (1074 Lewis Street) was constructed.

Lorraine Freitas never married and was still living alone in her family home when she reached the age of one hundred years old on June 29, 2017. Involved in St. Clare Parish and many charitable organizations, by the time of her birthday this extremely active woman had that year already knit and crocheted 10 sets of baby blankets and matching hats to donate to new-born infants in the hospital. On June 24th, a surprise birthday party with 100 guests was thrown for her at the SES hall in Santa Clara, where the Mayor of Santa Clara presented her with a City Proclamation and Lorraine shared stories of her memories of when the streets of Santa Clara weren't paved and the valley was called the "Valley of Heart's Delight."

On September 1, 2020 when she was 103, Lorraine Freitas passed away and, after stating that she had been "born on June 29th, 1917, in Santa Clara, California, her obituary specified that "she passed away peacefully in her childhood home," the home her family had owned and she had lived in for 94 years.

The following year, on August 9, 2021, the L-shaped portion of the original property that had been bought by Manuel Freitas in 1926 and where the Freitas home at 1365 Main Street is located, was sold to Pear Street Investment, LLC. The corner portion with the new house at 1074 Lewis Street is still in the family, currently owned by Manuel Freitas' granddaughter Julie [Feitas] Wagner and her husband, Steve, and his great granddaughter Christina and her husband, Michael Nolan.

Historic Evaluation

In order to be considered historically or culturally significant, a property must satisfy certain requirements. It must be 50 years old or older (except in cases of exceptional significance); it must retain historic integrity; it must meet one or more of the National Register of Historic Places criteria for significance, and/or the California Register of Historic Resources criteria for significance, and/or the criteria for listing in a local historic resource inventory.

Age Requirement.

Constructed 1n 1912-1913, the subject residence at 1365 Main Street is over 50 years old and thus meets the age requirement.

Integrity Requirement.

Integrity refers to a property's ability to convey its significance. Significance is conveyed by the retention of a resource's visual and physical characteristics and its surroundings. The National Register of Historic Places criteria recognize seven aspects to integrity.

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These are location, design, setting, materials, workmanship, feeling and association. To retain historic integrity, a property will always possess several and usually most of these aspects. Both the California Register of Historic Resources and the City of Santa Clara Criteria for Local Significance follow the National Register integrity criteria.

While the architectural integrity of the original structure was diminished by alterations made in the 1960s, this was prior to its addition to the City of Santa Clara's Architecturally or Historically Significant property list in 1980. Most of the visual and character defining features of the historic building have been preserved and retained and the residence at 1365 Main Street retains its original location. The historical use of the building has not changed, it remains a single-family home and the property is well maintained. The subject property is set within a historic residential setting in the area of Santa Clara known as the "Old Quad," and, while the immediate streetscape has slightly been compromised by new development, the surroundings retain many of the qualities that reflect the period in which the house was constructed.

The subject property retains enough of its historic character and appearance to be recognizable as a historic property and to convey the reason for its significance (integrity).

National Register of Historic Places Criteria.

There are not any events associated with the residence at 1365 Main Street which have made a significant contribution to the broad patterns of history or cultural heritage. It would therefore appear that the building would not be eligible for the National Register of Historic Places based on Criterion A (associated with events that have made a significant contribution to the broad patterns of our history). The building has had four owners over the 110 years of its existence and none appear to reach the level of significant influence required under Criterion B to be considered eligible for the National Register. Neither do any of the other occupants appear to be significant to the history of the region, Nation or State of California. It would therefore appear that the building at 1365 Main Street would not be eligible for the National Register based on Criterion B (associated with the lives of persons significant in our past). Although remodeled 60 years ago, several of the character-defining features of its original circa 1912-13 construction as a Craftsman Bungalow in the cross-gabled roof subtype of the Craftsman architectural style remain, such as its squared plan, broadly pitched cross-gabled roof with its wide eave overhang, knee braces under the gables and original windows, and thus under National Register Criterion C the residence at 1365 Main Street could be considered to "embody the distinctive characteristics of a type, period, or method of construction" and "represent[s] a significant and distinguishable entity whose components may lack individual distinction" and due to its proximity to other historically significant homes in the area, it does contribute to a potentially eligible Historic District. Therefore, it does appear that the building may be eligible for the National Register of Historic Places under Criterion C.

California Register of Historic Resources Criteria

The Criteria for listing in the California Register of Historical Places are consistent with those for listing in the National Register. However, they have been modified to better reflect the history of California at both a local and State level. Criterion 1 is the California Register equivalent of the National Register Criterion A (events) and California Register Criterion 2, the equivalent of National Register Criterion B (persons). As the property at 1365 Main Street is associated with the arrival and settlement of immigrants from Madeira and the Azores Islands, Portugal, to Santa Clara, in the first two decades of the Twentieth Century, a major ethnic group that made significant contributions to the cultural heritage and broad patterns of local history, it does appear to be eligible for the California Register based on Criterion 1. Criterion 3 addresses the distinctive characteristics of a type, period, region, or method of construction. According to McAlester, the Craftsman Architectural style has a low-pitched roof that can either be front-gabled, side-gabled, or cross-gabled with cross-gabled roofs making up one-fourths of Craftsman houses. This style has wide overhanging eaves, usually with exposed rafters, decorative brackets (knee braces) under the rake eaves and a front or corner porch with columns that support the porch roof. Its doors and windows are similar to those used in vernacular Prairie houses, with two or more windows often grouped together in one assembly. The Craftsman Bungalow version of this style typically is characterized by being a one-story house with one or more broadly pitched gables. McAlester also states that the Craftsman style originated in southern California" and that "this was the dominant style for smaller homers built throughout the country during the period from about 1905 until the early 1920s and that it "rapidly faded from favor after the mid-1920s; relatively few were built after 1930."

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(Continued from page 10, Form 523L)

Although the subject residence was altered in the 1960s when stucco was applied over the original horizontal wood siding, the front porch enclosed and a small addition added to the rear, many of the character-defining features of its original construction in 1911-1912 as a Craftsman Bungalow, in the cross-gabled subtype of the Craftsman architectural style remain and it appears to reach the level of significance necessary to be individually eligible for the California Register under Criterion 3.

City of Santa Clara Criteria for Local Significance

In 2004, The City of Santa Clara adopted Criteria for Local Significance. Under these criteria, "any building, site, or property in the city that is 50 years old or older and meets certain criteria of architectural, cultural, historical, geographical or archaeological significance is potentially eligible," to be a "Qualified Historic Resource." The evaluator finds that the property meets the following criteria:

Criteria for Historically or Cultural Significance:
To be Historically or culturally significant a property must meet at least one of the following criteria:

1. The site, building or property has character, interest, integrity and reflects the heritage and cultural development of the city, region, state or nation.

This property does have a direct association with the broad patterns of Santa Clara history. Located in the area mainly settled by early Portuguese immigrants from Madeira and the Azores Islands in the first two decades of the Twentieth Century and lived in for 94 years by members of one these families, this building has interest, integrity and character and reflects Santa Clara's heritage.

3. The property is associated with an important individual or group, who contributed in a significant way to the political, social, and/or cultural life of the community.

Owned for 94 years by people directly related to the early Portuguese immigration from Madeira and the Azores Islands to Santa Clara, this building is associated with one of the first immigrant families from Madeira, the Freitas family, who settled in Santa Clara in the early Twentieth Century. They and this hard-working immigrant group not only contributed to the economic life of community but for decades members of this Portuguese community made significant contributions to the town's political, social and cultural life.

5. A building's direct association with broad patterns of local area history, including development and settlement patterns, early or important transportation routes or social, political, or economic trends and activities.

As the town's population grew at the turn of the 20th Century, the residential growth necessary to accommodate the influx of working-class families, areas in Santa Clara were newly subdivided into onto smaller lots, such as the half block where the subject property is located. One of the first homes built on this half of the block, it was constructed as working-class housing in an area where, at the time it was constructed, Portuguese immigrant families were settling. Over the ensuing years, this building provided shelter for one of these immigrant working-class families and reflects the pattern of this area's development.

The subject property does meet Criteria 1, 3 and 5 for Historically or Cultural Significance of the City of Santa Clara Criteria for Local Significance. However, it does not meet Criteria 2 or 4 for Historically or Cultural Significance.

Criteria for Architectural Significance:
To be architecturally significant a property must meet at least one of the following criteria:

1. The property characterizes an architectural style associated with a particular era and/or ethnic group.

The residence at 1365 Main Street was constructed in 1911-1912, and designed as a Craftsman Bungalow in a vernacular version of the cross-gabled roof subtype of the Craftsman architectural style. The Craftsman Architectural style has a low-pitched roof that can

(Continued on page 12, Form 523L)

(Continued from page 11, Form 523L)

either be front-gabled, side-gabled, or cross-gabled with cross-gabled roofs making up one-fourths of Craftsman houses. This style has wide overhanging eaves, usually with exposed rafters, decorative brackets (knee braces) under the rake eaves and a front or corner porch with columns that support the porch roof. Its doors and windows are similar to those used in vernacular Prairie houses, with two or more windows often grouped together in one assembly. The Craftsman Bungalow version of this style typically is characterized by being a one-story house with one or more broadly pitched gables. The Craftsman style originated in southern California" and is associated with a particular era in that, according to McAlester "this was the dominant style for smaller homers built throughout the country during the period from about 1905 until the early 1920s and it "rapidly faded from favor after the mid-1920s."

The subject property does meet Criterion 1 for Architectural Significance of the City of Santa Clara Criteria for Local Significance. However, it does not meet Criteria for Architectural Significance 2, 3, 4, 5, 6 or 7.

Criteria for Geographic Significance:
To be geographically significant a property must meet at least one of the following criteria:

1. A neighborhood, group or unique area directly associated with broad patterns of local area history.

The subject property is located within the area of Santa Clara known as the "Old Quad" neighborhood, an area that reflects the history of the city's development since its time as the site of Mission Santa Clara de Asis, The specific portion of the "Old Quad" in which it is located, became an area mainly settled by Portuguese immigrants from Madeira and the Azores Islands in the first two decades of the 20th Century. The simple homes constructed on the lots that were being newly created during that time, like the Manuel and Josephine Freitas residence at 1365 Main Street, were the perfect small dwellings to accommodate the influx of these new working-class residents. These historic residential properties contribute to the historic setting that reflects the neighborhood's role in the broad patterns of Santa Clara's early development.

The subject property does meet Criterion 1 for Geographic Significance, of the City of Santa Clara Criteria for Local Significance. However, it does not meet Criteria for Geographic Significance 2, 3 or 4.

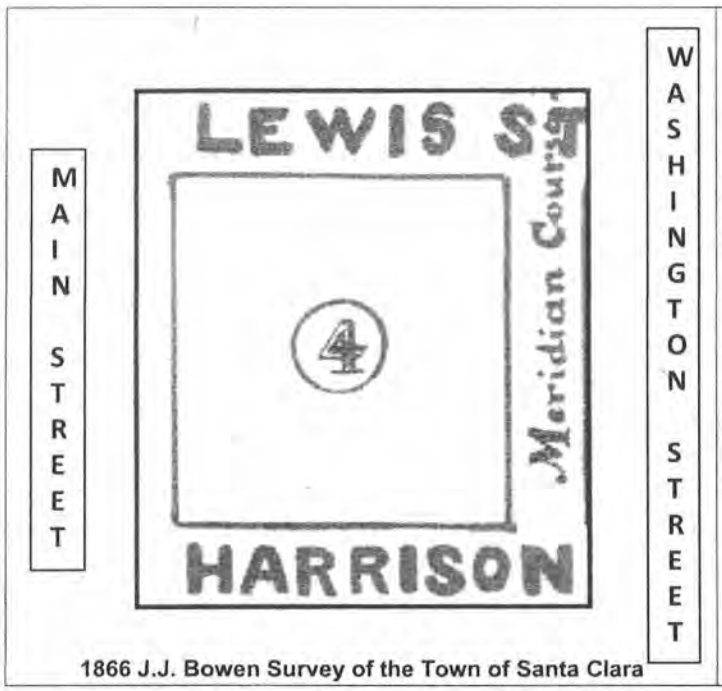
Criteria for Archaeological Significance:

As the property at 1365 Main Street contains no known or unknown prehistoric or historic archaeological resources, it would not be Archaeologically Significant under any of the five of the City of Santa Clara's Criteria for Archaeological Resources. However, should any prehistoric or historic archaeological resources be uncovered in the future, this would be subject to change.

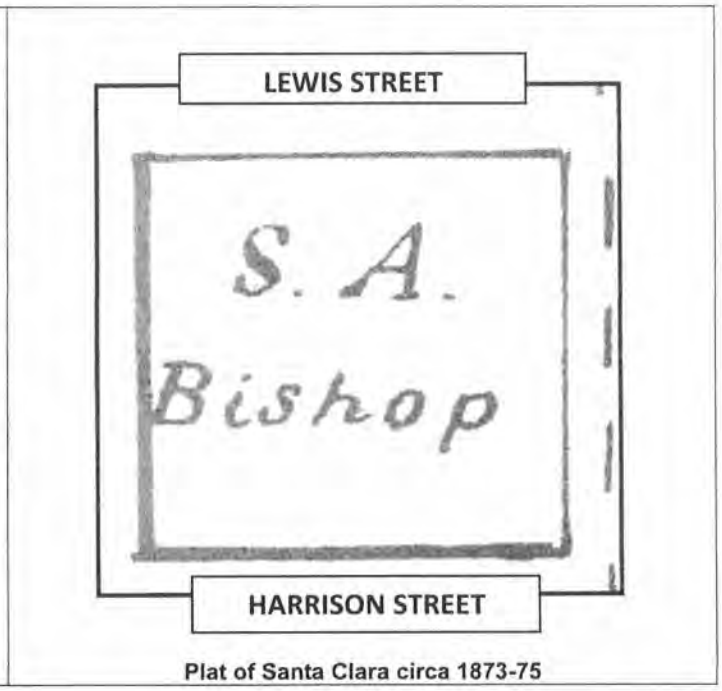
Conclusions and Recommendations

Currently, this property is on The City of Santa Clara Architecturally or Historically Significant Properties list. In this update of the December 28, 1980, Historic Resources Inventory for the City of Santa Clara, the evaluator finds that no alterations have been made since the time of its designation as a historically significant home. It continues to be a nice example of a Craftsman Bungalow designed in a vernacular version of the cross-gabled roof subtype of the Craftsman architectural style and to retain sufficient integrity to qualify as a historic property. Thus, the property at 1365 Main Street appears to continue to be, based on compliance with the National Register of Historic Places Criteria, the California Register of Historic Resources Criteria and the City of Santa Clara's Local Significance Criteria, eligible for listing on the City of Santa Clara Architecturally or Historically Significant Properties List.

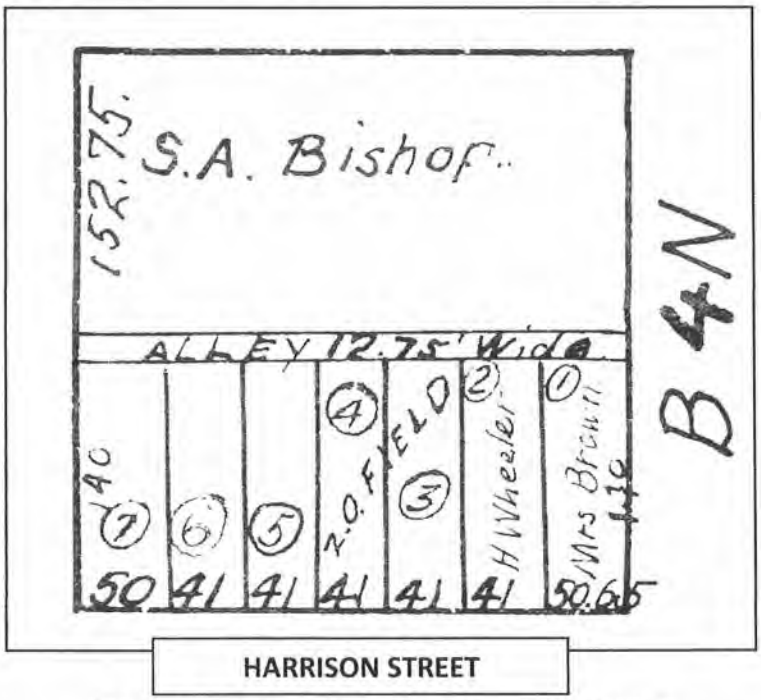
HISTORIC MAPS



1866 J.J. Bowen Survey of the Town of Santa Clara



Plat of Santa Clara circa 1873-75



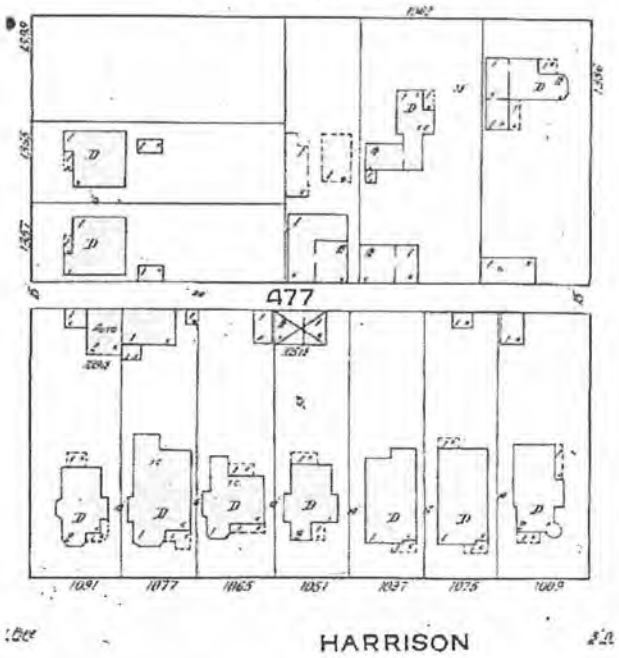
Dec. 1893 C.E. Moore Map of the Town of Santa Clara

SANBORN FIRE INSURANCE MAPS

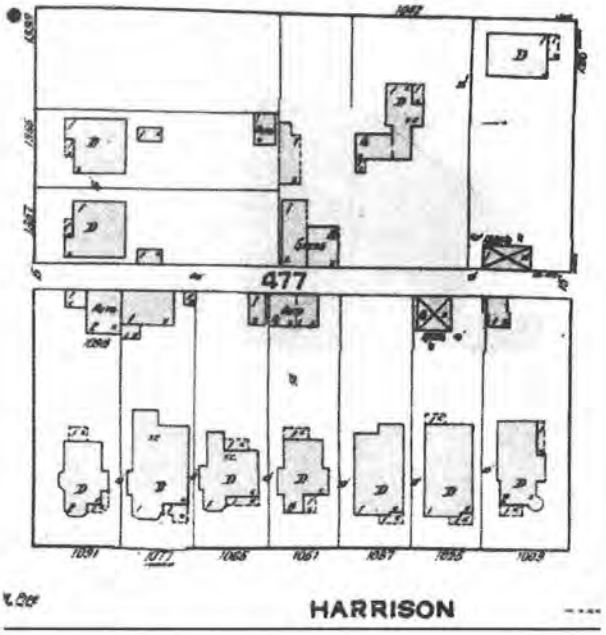
1891 SANBORN MAP

1901 SANBORN MAP

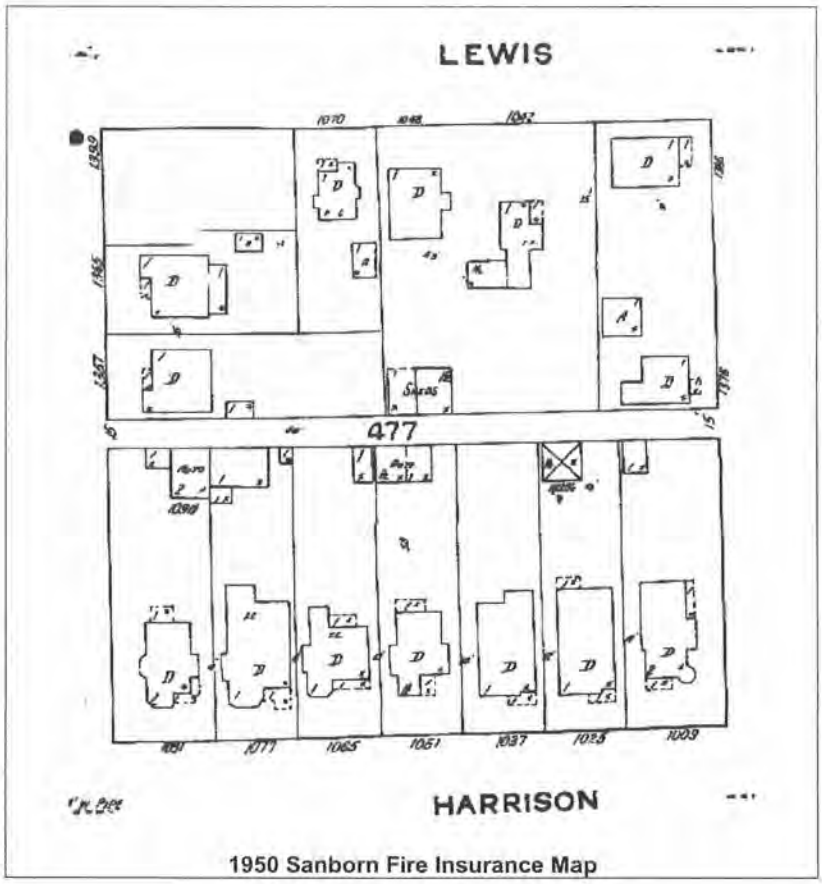
1915 SANBORN MAP



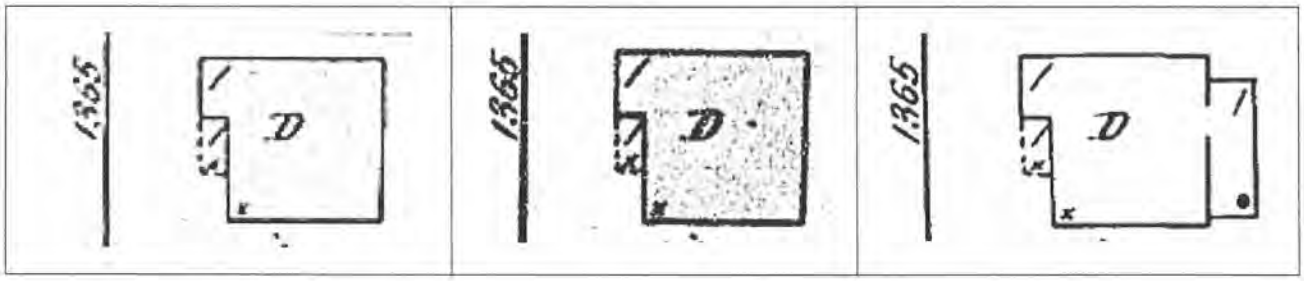
1930 SANBORN MAP



SANBORN FIRE INSURANCE MAPS



1950 Sanborn Fire Insurance Map



1915 **1930** **1950**

1365 Main Street

SANBORN FIRE INSURANCE MAPS 1915 – 1950

HISTORIC PHOTOS

Photo Courtesy Julie Wagner

L - R: Rosa, Louis and Manuel Freitas pictured in front of their home at 1365 Main Street in the early 1940s.

HISTORIC PHOTOS
LOUIS and LORRAINE FREITAS

LOUIE FREITAS
Leads Santa Clara

Mt. View, Santa Clara Meet In Evening Contest

By JOHN CALLAHAN.

Some of the best football of the season will be played this afternoon and evening as three teams tied for the Santa Clara Valley Athletic league lead battle in out in the season's finale.

Two seniors start for the Panthers in the backfield, Louis Freitas and Joe Gama, while Sophomore Mike Garzoni opens at fullback and Jack Ware at right half, replacing Larry Freitas.

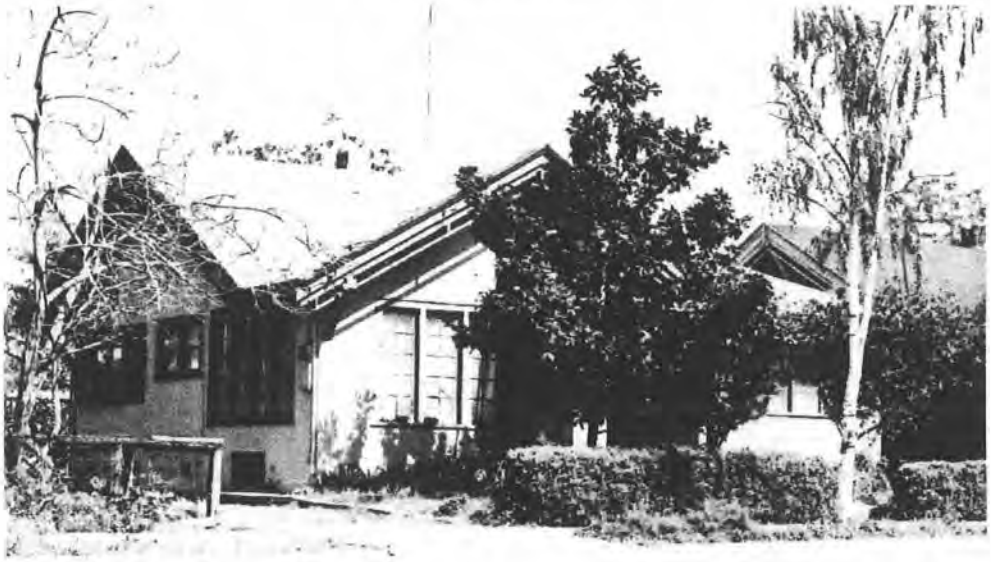
San Jose Mercury Herald November 17. 1939

Lorraine Freitas, August 1952

Lorraine Freitas in her home, crocheting baby blankets, 100 years old. June 2017

HISTORIC PHOTOS

1365 MAIN STREET



April 12, 1979

January 1998
Above: 1998 photo shows Lorraine Freitas standing at the end of the driveway.

Additional Photos

● 1365 Main Street ○ 1070 Lewis Street

Above: 2021 Google aerial view of the north section of the block showing the subject property and the adjacent residences. Note the common setbacks from the street and the absence of street trees on this portion of Main St.

Shown to the right is an aerial view showing the residence at 1365 Main Street in the lower left and 1870 Lewis Street in the upper right and the layout of both properties on the same L-shaped lot. The large residence in the upper left is 1074 Lewis Street constructed in 1994 when the original large square lot was divided into the L-shaped lot and the lot this house is located on.

Additional Photos

Photo No: 100_2900; View: N side-elevation and garage facade;
Photo Date: December 2021; Camera Facing: East

Photo No: 100_2905
View: Rear façade;
Photo Date: November 2021; Camera Facing: WSW

Photo No: 100_2909
View: Rear façade, view towards street;
Photo Date: December 2021; Camera Facing: WSW

Additional Photos - South side-elevation

Photo No: 100_2911
View: Partial S side-elevation & partial rear façade; Photo Date: December 2021; Camera Facing: W

Photo No: 100_2915
View: Partial S side-elevation (1960s front addition); Photo Date: December 2021; Camera Facing: W

Additional Photos - Entries

Photo No: 100_2930
View: Front entry (Original); Photo Date: December, 2021
Camera Facing: ENE

Photo No: 100_2921
View: Rear entry (believed original); Photo Date: December, 2021
Camera Facing: WSW

Photo No: 100_3005
View: Rear entry – (addition); Photo Date: December, 2021
Camera Facing: W

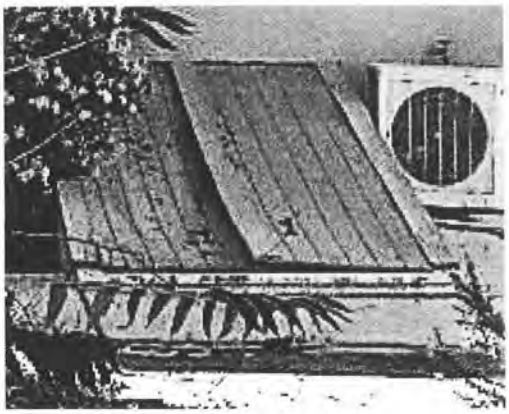


Photo No: 100_2005
View: Basement entry; Photo Date: December, 2021
Camera Facing: WSW

Additional Photos – Eave and Trim Details

Photo No: 100_2916
View: S Side Gable, unenclosed eaves and knee braces;
Photo Date: December, 2021; Camera Facing: NNE

Photo No: 100_2897
View: Front Gable; Photo Date: December, 2021
Camera Facing: ENE

Photo No: 100_2896; View: Verge board on rake eave (Front);
Photo Date: December, 2021
Camera Facing: ENE

Left – Photo No: 100_2917
View: Front Porch roof trim; Photo Date: December, 2021
Camera Facing: SSE

Right – Photo No: 100_2931
View: Front Porch entry trim & shed roof eaves with exposed rafters;
Photo Date: December, 2021
Camera Facing: SSE

Additional Photos – Windows

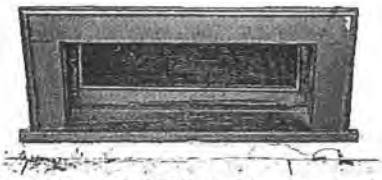
Above: Front casement windows (Original) - Photo No: 100_2895; Below: 1960s Addition Front casement windows; Photo No. 100_2893; Camera Facing ENE

View: Left – N side-elevation casement windows (original) - Photo No: 100_2925.

Below: Photo No. 100_2923; N side-elevation pair of dbl-hung windows.

Photos Date: December, 2021; Camera Facing: SSE

Above: Photo No: 100_2924
View: S side-elevation ribbon of 3 double-hung windows; Photo Date: December, 2021; Camera Facing: NNW



Above: Photo No: 100_2925; N side-elevation basement window; Photo Date: December, 2921; Camera facing SSE

Left: Photo No: 100_2005
View: S side-elevation pair of dbl-hung windows (original); Photo Date: December, 2021; Camera Facing: NNW

Right: Photo No. 100_2912; S side-elevation single double-hung window.

Photos Date: December, 2021; Camera Facing: NNW

Additional Photos - Garage and Rear Yard

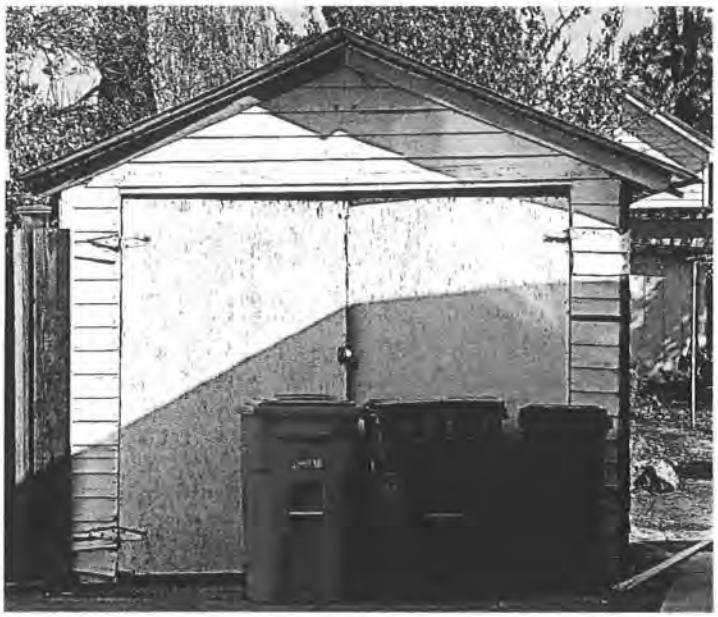


Photo No: 100_2901
View: Garage Front; Photo Date: December, 2021
Camera Facing: ENE

Photo No: 100_2903
View: Garage – S side-elevation Photo Date: December, 2021
Camera Facing: NNW

Photo No: 100_2904
View: Rear yard – view toward E property line;
Photo Date: December, 2021; Camera Facing: ENE

Photo No: 100_2902
View: Small accessory dwelling; Photo Date: December, 2021
Camera Facing: E

Additional Photos – View of Original Exterior Wall and House Cladding (now Interior Wall)

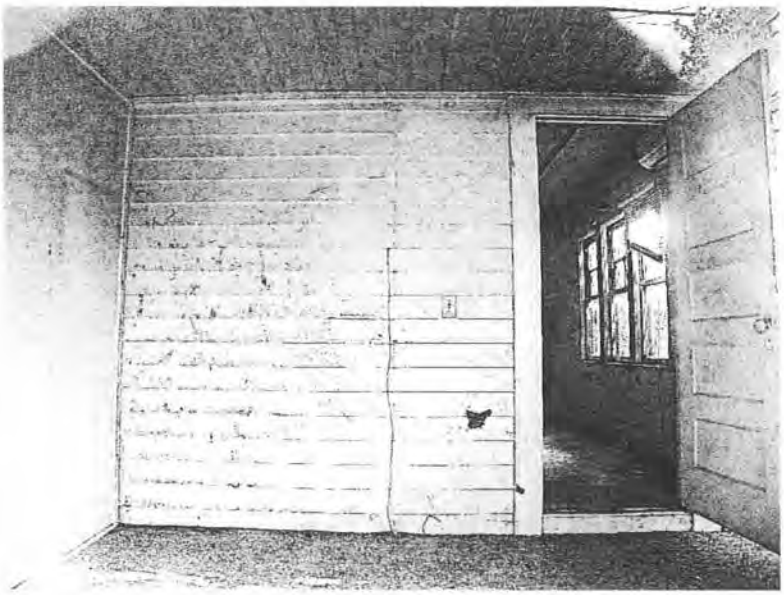


Photo No: 100_2962
View: Interior Original exterior wall enclosed when front porch altered post-1960 ; Photo Date: January 2022; Camera Facing: W

Photo No: 100_2965
View: Interior Original exterior wall enclosed & interior of addition constructed when front porch altered post-1960 ; Photo Date: January 2022; Camera Facing: W

Exhibit C

Secretary of Interior's Standards of Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Exhibit D

Description of the Preservation and Restoration Efforts

Main St. Project
1365 Main St Santa Clara

10 Year Mills Act Agreement

YEAR 1-2 Exterior Touch Up Paint & Cement Plaster Crack Repair
Perform touch up on exterior of residence, including all stucco, eaves, gutters, downspouts, windows trims, doors and other associated. Any minor dry rot or pest/rodent damaged areas found shall be repaired with epoxy filler and repainted to match.

YEAR 3-4 Termite Fumigation & Hvac
Check for infestation by drywood termites. Drill and treat the infested areas with termiticide. If required, mask over all accessible pellets and also check for the pellets to sift down or reappear in the same area where they have been masked over. Inspect and clean HVAC throughout the house. Replace filter in the return area.

YEAR 5-6 Interior Paint & Front yard landscape
Repaint or touch up all interior wall. Any minor damages on interior trims shall be repaired. Maintain front yard landscape. Trim all existing plants and replace/ add new plants. Check all irrigation and drainage in the front yard.

YEAR 7-8 Repair Gutter & Roof
Repair partial existing asphalt composition shingle roofing with new asphalt composition shingle roofing with a more similar profile and shadow line of wood shingles. Repair any dry rot at roof rafters at the eaves (epoxy repair or replace to match) and install new ogee style gutter with 2" or 3" diameter downspouts in required areas. Must check if rain gutter or downspouts appear to be leaking or clogged before replacing.

YEAR 9-10 Foundation & Substructure
Replace deteriorating and compromised concrete foundation (over-excavation at dirt basement storage area) with new concrete basement foundations (concrete slab and retaining walls with associated drainage). Remove and replace all the damaged wood members found underneath flooring. Inspect any subfloor without insulation or insulation touching the ground. Also, check if there is cellulose debris in earth contact in the substructure area. Replace the wood members of the substructure.

Dear Planning Staff and Historic & Landmark Commissioners,

This letter is to verify the progress of the 10 year Mills Act agreement. The agreement will provide historical integrity of the property as outlined in the 10 year plan. Our desire is to make the property function in a safe and comfortable manner. We intend to restore as much hardware and fixtures as possible or replace them with other used historical items as well as installing some new materials. This project fits our desires well and most certainly would be good for this historic area of Santa Clara.

Sincerely,
Salvatore Caruso Design Corporation

23-357 **Agenda Date: 5/17/2023**

REPORT TO HISTORICAL AND LANDMARKS COMMISSION

SUBJECT
Consideration of a Mills Act Contract and Major Significant Property Alteration Permit at 1365 Main Street.

BACKGROUND
On December 23, 2021, the owner submitted a formal application requesting to rezone the property at 1365 Main Street and 1070 Lewis Street from R1-6L to PD-Planned Development, and a Tentative Parcel Map to subdivide one parcel to two parcels to create a separate lot for 1070 Lewis Street. The development includes interior and exterior alterations, addition, and construction of two new parking garages, and a new ADU. The project is referred to the Historical and Landmarks Commission (HLC) for the review of a Mills Act agreement and Major Significant Property Alteration, as the residence at 1365 Main Street is a listed resource on the Historical Resource Inventory (HRI). The residence at 1070 Lewis Street is not listed on the HRI.

DISCUSSION
The two houses at 1365 Main Street and 1070 Lewis Street sit on a 9,386 square-foot L-shaped lot located on the northwest corner of the block bound by Lewis Street to the north and Main Street to the west.

The one-story over basement single-family Craftsman bungalow at 1365 Main Street is square in form and clad in stucco. The wood-frame building has a cross gabled roof with two shed roofs over the east and west facades all clad in asphalt shingles. While the house at 1365 Main Street underwent alterations, many of the character defining features have been retained. Major exterior alterations include the stucco cladding over the horizontal wood siding, the east and west additions, and new windows and doors.

The one-story over basement vernacular house at 1070 Lewis Street is rectangular in form and clad in wood clapboard siding. The wood-frame building is capped by an asphalt shingle-clad cross gable roof with a low slope roof over the front porch. The north (front) façade features a low sloped-roofed partial-width porch supported by square wood columns sheltering the main entrance. A historic assessment was prepared by TreanorHL and is attached to this report. The assessment concluded that this residence does not appear eligible for local listing since it does not have any significance under the City of Santa Clara criteria.

Project Description:
The proposed project includes splitting one lot into two lots and rezoning from Single-Family Residential to Planned Development to allow unique development standards for setbacks, lot size, lot width and a second-story Accessory Dwelling Unit (ADU). The project will include interior and exterior alterations and a rear addition to the house at 1365 Main Street, demolition of all accessory

structures, construction of a new detached garage at 1365 Main Street, and construction of a new detached ADU above a two-car garage at 1070 Lewis Street.

The addition at 1365 Main Street will extend to the east and a new roof cover the addition and the east section of the existing house. The interior alteration will remove nonoriginal addition in the front and rear of house and the proposed floor plan will include four bedrooms and three bathrooms. The existing shed roof extension at the east façade will be demolished, but the section under the existing north-facing gable roof and the basement access will remain. The addition is roughly square in form (approximately 22 feet by 21 feet) and will expand from the southeast corner. Both the addition and the east half of the house will receive new gabled roofs.

Other exterior alterations to 1365 Main Street include:

- North façade: Three double-hung multi-lite windows will be added to the extension.
- West façade: One of the four multi-pane windows to the south will be removed and the remaining three will be centered on the wall. The gaps on each side will be infilled. The existing door will be replaced with a new door.
- South façade: The group of four windows to the west will be removed and the area will be infilled. The group of four vertical casement windows will be removed and the area will be infilled to match adjacent stucco. The center three double-hung windows will be replaced with two new double-hung windows to meet egress code requirements. The pair of double-hung windows will be replaced with one larger double-hung window required for egress. At the extension, two double-hung windows will be added.
- East façade: Two sets of double windows and a new door will be added.

The Secretary of the Interior's Standard (SIS) evaluation was prepared by TreanorHL and it concludes that the proposed project appears to be compliant with the Secretary of the Interior's Standards for Rehabilitation (the Standards). The project complies with Standards 1-7, and 9-10; provisionally complies with Standard 8. As the project complies with all Standards, it would not cause potential impacts to the historic significance of the property. The project plans include a Window Assessment and Treatment Plan in the SIS evaluation to guide the property owner and contractors in the proper techniques for construction of the addition according to the SIS for Rehabilitation. With implementation of recommended mitigation measures, the impacts would be reduced to a level of less-than-significant. The project includes limited excavation, but appropriate mitigation measures such as stop work and investigation would be conditioned to address Standard 8.

Mills Act:
The applicant is requesting approval of a Historic Preservation Agreement (Mills Act Contract) for the property including the adoption of a 10-Year Rehabilitation and Maintenance Plan associated with this historic preservation agreement. An updated DPR form in the SIS evaluation was prepared my Lorie Garcia of Beyond Buildings on December 2, 2021. The draft Mills Act agreement is attached to this report along with the 10-year preservation plan. Some of the notable work that would be performed under this Plan include repair and replacement of exterior windows, termite fumigation, adding HVAC, interior paint, and foundation replacement.

Conclusion:
Staff finds that the proposed project adheres to the Secretary of the Interior's Standards for Rehabilitation with mitigation measures to repair and replacement of deteriorated windows. Standard

conditions will apply to implement protection mitigation for any uncovered archaeological discovery. With evaluation of the original features of the HRI resource and the Treatment Plan, the exterior alteration of the resource is consistent with the SIS evaluation for Rehabilitation. The 10-year preservation plan will preserve the integrity of the historic resource. Given the historic integrity and the proposed 10-Restoration and Maintenance Plan, staff supports the proposed Mills Act Preservation Agreement for the property.

ENVIRONMENTAL REVIEW

The proposed project is categorically exempt from the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15301 - Class 1 Existing Facilities, in that the project involves the repairs and alterations to a historic single-family residence and per Section 15331 - Class 31 Historical Resource Restoration/Rehabilitation, in that the project concerns the renovation of a property in a manner consistent with the Secretary of the Interior's Standards.

PUBLIC CONTACT

On May 4, 2023, a notice of public hearing of this item was posted in three conspicuous locations within 300 feet of the project site and mailed to property owners within 300 feet of the project site. No public comments have been received at the time of preparation of this report.

RECOMMENDATION

Staff recommends the Historical and Landmarks Commission find that the residence will retain sufficient integrity as a significant example of Craftsman Bungalow style architecture through the construction of the proposed addition, subject to the procedures outlined in the Treatment Plan, and recommend approval of the following:

1) That, based upon the analysis and findings of the historical evaluation, the Commission forward a recommendation to the City Council for approval of the Mills Act Contract application, including the adoption of a 10-Year Rehabilitation and Maintenance Plan associated with this historic preservation agreement; and,

2) That, based upon the analysis and findings of the historical evaluation, the Commission forward a recommendation of approval for issuance of a Major Significant Property Alteration (SPA) Permit to the Planning Commission for the proposed addition, subject to the procedures outlined in the Treatment Plan attached.

Prepare by: Steve Le, Senior Planner
Reviewed by: Rebecca Bustos, Principal Planner
Approved by: Lesley Xavier, Planning Manager

ATTACHMENTS

1. SIS Analysis and Treatment Plan with DPR Form for 1365 Main Street
2. Historic Assessment with DPR Form for 1070 Lewis Street
3. Draft Mills Act Agreement
4. Development Plan

TREANORHL

1365 MAIN STREET, SANTA CLARA, CA

SECRETARY OF THE INTERIOR'S STANDARDS COMPLIANCE REVIEW

MAY 8, 2023

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1. INTRODUCTION

At the request of Robson Homes, TreanorHL has provided the following Secretary of Interior's Standards compliance analysis for the design of the proposed project at the 1365 Main Street property in Santa Clara. The L-shaped parcel (APN 269-05-082) features a single-family house at 1365 Main Street, a single-family house at 1070 Lewis Street, and three accessory structures. The house at 1365 Main Street was constructed c. 1912 and is identified as a historic property in the City of Santa Clara's *2010-2035 General Plan* (The Public Hearing Draft, July 2010).[1] Additionally, the property is within the area of historic sensitivity which is defined by the City of Santa Clara as "100 feet from the property line of an identified historically significant property," since it is nearby multiple historic properties.[2] In addition to project design documents provided by Robson Homes, TreanorHL reviewed the previously completed historic resource evaluation of the property at 1365 Main Street dated February 2022.

The initial designs for 1365 Main Street, dated December 20, 2021, have changed. This updated report takes the new February 3, 2023, designs into consideration. TreanorHL reviewed the existing condition report provided by Robson Homes: *Condition Assessment and Treatment Plan* for 1365 Main Street, Santa Clara, CA 95050, dated May 5, 2023. That report discusses the existing conditions of the building fabric, both original materials and newer materials are discussed.

2. SUMMARY OF FINDINGS

Following a thorough review and compatibility assessment of the proposed project TreanorHL finds that the proposed project at the subject property appears to be partially compliant with the Secretary of the Interior's Standards for Rehabilitation (the Standards). The project complies with Standards 1-7 and 9-10; provisionally complies with Standard 8. As the project complies with all Standards, it would not cause potential impacts to the historic significance of the property.

3. METHODOLOGY

TreanorHL conducted a site visit on June 8, 2022, to assess the existing property and its context and take photographs. Drawings from SCDC Architecture Interior Design dated December 20, 2021, and updated drawings dated February 3, 2023, the City of Santa Clara's *2010-2035 General Plan,* the Department of Parks and Recreation (DPR) 523 forms for 1365 Main Street (Lorie Garcia, Beyond Buildings, February 2022), and the *Condition Assessment and Treatment Plan* for 1365 Main Street from May 2023 were reviewed.

4. SIGNIFICANCE SUMMARY[3]

The DPR forms prepared in February 2022 concluded that the house at 1365 Main Street has significance sufficient for listing on the National Register of Historic Places (NRHP) and the California Register of Historical Resources (CRHR) under Criterion C/3 (Architecture) for embodying the distinctive characteristics of a Craftsman Bungalow constructed c. 1912 as identified by the building's square plan, broadly pitched cross-gabled roof with wide eave overhang, knee braces under the gable, and original windows. The building was also considered to

[1] Lorie Garcia, Beyond Buildings, *1365 Main Street DPR Form*, February 15, 2022, 1; *City of Santa Clara, 2010-2035 General Plan* (Public Hearing Draft, July 2010; adopted November 16, 2010), page 8.9-12.
[2] *City of Santa Clara, 2010-2035 General Plan,* pages 8.9-3 and -17.
[3] Summarized from Lorie Garcia, Beyond Buildings, *1365 Main Street DPR Form*, February 15, 2022.

contribute to a potentially eligible historic district due to its proximity to other historically significant homes in the area.

The house at 1365 Main Street was also found eligible for listing on the California Register of Historical Places (CRHR) under Criterion 1 (Events) for its associations with the arrival and settlement of immigrants from Madeira and the Azores Islands in Portugal to Santa Clara during the first two decades of the 20th century since the ethnic group made significant contributions to the cultural heritage and broad patterns of local history.

- Criterion 1 (Geographic Significance) for being in The Old Quad neighborhood, an area directly associated with broad patterns of local area history. The neighborhood reflects the history of the city's development during the Mission Era of when the missionaries established the Mission Santa Clara de Asis, and also for the first two decades of the 20th century during the arrival and settlement of Portuguese immigrants from Madeira and the Azores Islands.

The character-defining features of the house at 1365 Main Street include:

- One-story massing with wood-frame construction
- Low-pitched gable roof
- Moderately wide, open eave overhang
- Exposed rafter tails
- Decorative barge boards
- Covered porch
- Knee braces that support the eaves on the west, north, and south facades
- Wood divided light casement or double-hung grouped windows of two, three, or four
- Four-over-one wood-sash windows
  barge

City of Santa Clara Historic Preservation and Resource Inventory

The house at 1365 Main Street is listed as a historic property on the City of Santa Clara's Historic Preservation and Resource Inventory, and is in an "Area of Historic Sensitivity," defined as 100 feet from the property line of an identified historically significant property.[4]

The DPR form only addresses the house at 1365 Main Street and includes no findings relative to the house at 1070 Lewis Street. The two garage structures are listed as related features to the 1365 Main Street house but are not specifically evaluated.

[4] Santa Clara General Plan, Page 8.9-3.

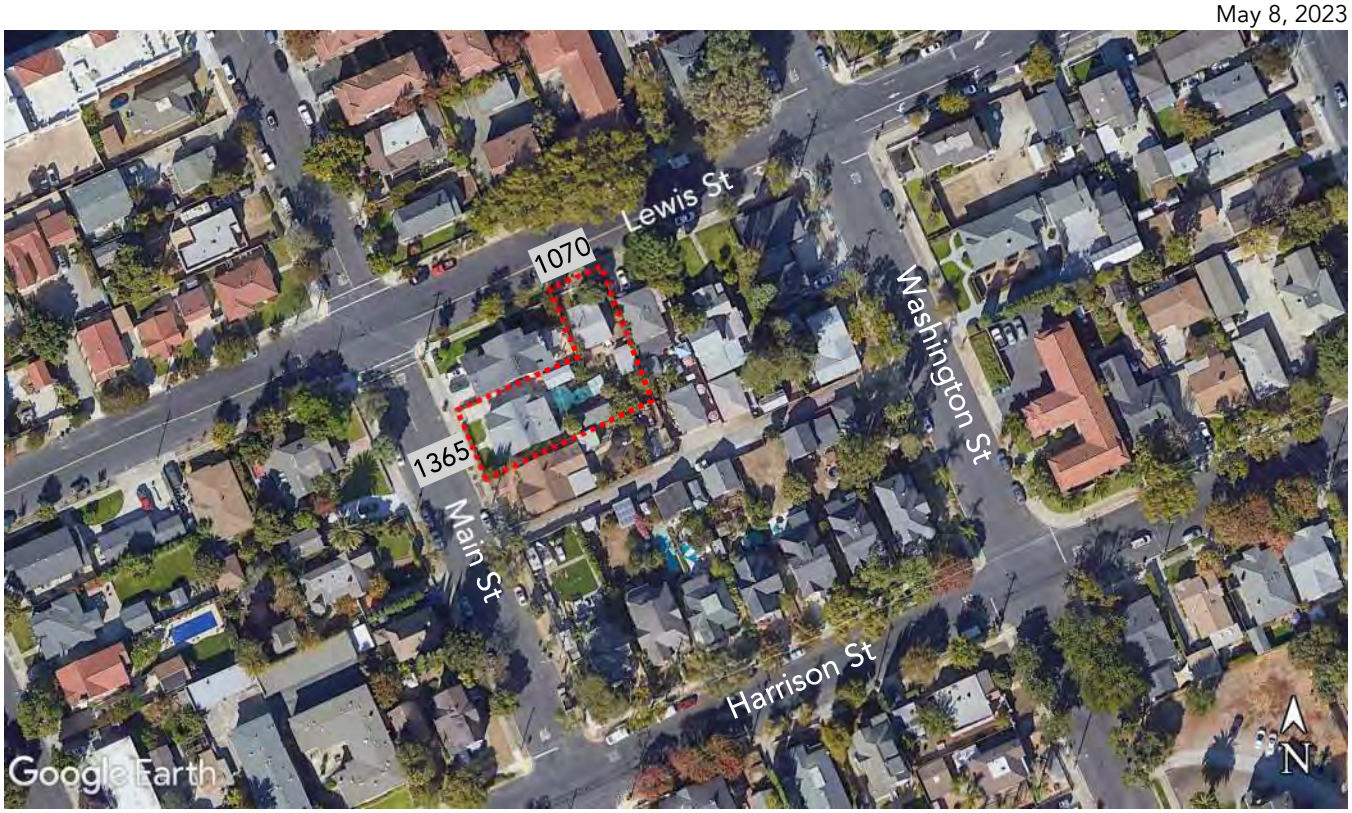

Figure 1. Aerial view of the subject property (Google Earth, image date September 2020).

Figure 2. Map of the Architecturally Significant & Historic Places in the Old Quad Area of Santa Clara, the L-shaped parcel at 1365 Main Street is marked by an arrow *(City of Santa Clara 2010-2035 General Plan*, Figure 8.9-2). The purple areas show architecturally significant and historic sites and yellow represents the 100-foot-buffer around the historical sites.

5. PROPERTY DESCRIPTION

The L-shaped parcel features two single-story over basement houses and three accessory structures. The subject parcel is on a block bound by Lewis Street to the north, Washington Street to the east, Harrison Street to the south, and Main Street to the west.

1365 Main Street

While the house at 1365 Main Street underwent alterations in the 1940s and 1960s, many of the character-defining features have been retained. Major exterior alterations include the stucco cladding over the horizontal wood siding, the east and west additions, and select new windows and doors at the additions.

The one-story over basement single-family Craftsman bungalow at 1365 Main Street is square in plan and clad in stucco. The wood-frame building is capped by a cross gabled roof with two shed roofs over the east and west facades; all clad in asphalt shingles. The roof features an open eave overhang, exposed rafters, knee braces, and decorative barge boards.

The west (front) elevation features a shed-roof extension with a partial-width porch. The recessed entryway is accessed by three wood steps and leads to a north-facing single door with three side lites and an east-facing single door, both wood with security gates. The primary window type on this façade is a multi-pane vertical wood-sash casement window with wood surrounds, grouped in threes and fours. The north windows under the gable roof are original. A vertical non-original glazed opening sits in the recessed entry facing north.

The north façade faces the concrete driveway. Under the gable roof sit three sets of original wood-framed windows: single-hung, double-hung, and multi-pane casement windows, all with wood casing.

Under the shed roof of the east elevation are two aluminum-sash windows flanking a single door behind a security door and capped by an aluminum awning. The door is accessed by a series of concrete steps. Under the gable roof, a concrete stairway a with decorative iron railing leads to a single wood-frame east-facing door with a security gate. The basement is accessible from an at grade bulkhead entrance with double doors. The west façade is punctuated by two groups of multi-pane windows: a mix of casement and fixed. The south façade features four sets of wood-sash windows with simple casings: a single double-hung, a double-hung pair, a group of three double-hung and a group of four multi-pane vertical casement windows.

A detailed property description can be found in the appended DPR form.

Figure 3. The west (front) facade of 1365 Main Street.

Figures 4 and 5. The north (left) and east (right) elevations of 1365 Main Street.

Figures 6 and 7. Details of the south elevation of 1365 Main Street.

1070 Lewis Street

The one-story over basement vernacular house at 1070 Lewis Street is rectangular in plan and clad in wood clapboard siding. The wood-frame building is capped by an asphalt shingle-clad cross gable roof with a low slope roof over the front porch. The north (front) façade features a low sloped-roofed partial-width porch supported by square wood columns sheltering the main entrance and a wood-sash multi-pane single-hung window. Three concrete steps lead to the single wood-frame door behind a security gate. At the gable end is a wood ornament and a multi-pane wood sash window with faux wood shutters and wood trim.

A shallow wall extension projects out from the east façade and is capped by an asphalt-shingled gable roof. The extension is flanked by two wood-sash one-over-one windows with wood casing. Mirroring the east façade, a shallow wall extension with a gable roof and asphalt shingles projects from the west façade. Two wood-sash one-over-one windows with wood casing flank the extension. The south façade has a single door behind a security gate accessed by a concrete step. A fixed wood-sash window with a wood sill and an aluminum-sash sliding window with wood casing are on either side of the door. The basement is accessible through an at grade bulkhead entrance with double doors.

Figure 8. The north facade of 1070 Lewis Street.

Figure 9. The east elevation of 1070 Lewis Street.

Figures 10 and 11. The west elevation of 1070 Lewis Street.

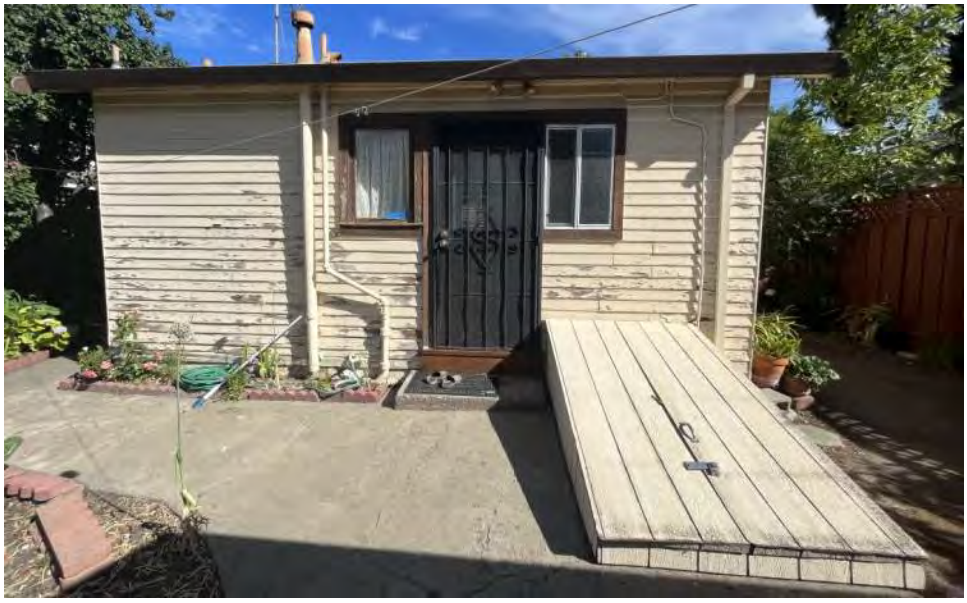

Figure 12. The south elevation of 1070 Lewis Street.

Accessory Structures

A one-car garage stands to the northeast of the 1365 Main Street house. The wood-frame structure is rectangular in plan, clad in wood clapboard siding, and capped by a gable roof with rolled asphalt roofing. Double wood doors face west, and two single wood doors face south.

Figures 13 and 14. The garage to the northeast of the 1365 Main Street house.

Another accessory structure is located to the east of the 1365 Main Street house. The wood-frame structure is rectangular in plan, clad in vertical wood boards, and is capped by a shed roof. The east and west facades each have an aluminum-sash sliding window. The north façade is punctuated by a single wood door with a screen. On either side are aluminum sliding windows. The south façade abuts a fence.

Figure 15. Accessory structure.

Figure 16. the garage to the south of the 1070 Lewis Street house.

4. PROJECT DESCRIPTION[5]

The proposed project includes splitting the existing parcel into two lots, interior and exterior alterations and a rear addition to the house at 1365 Main Street, demolition of all accessory structures, construction of a new detached garage at 1365 Main Street, and construction of a new detached accessory dwelling unit (residential above garage) at 1070 Lewis Street.

The east elevation at 1365 Main Street will receive an extension featuring double-gable roofs over the new and existing sections of the house at the rear. The existing shed roof extension at the east elevation will be demolished, however the wall under the existing north-facing gable roof and the basement access will remain. The addition is roughly square in plan (approximately 22 feet by 21 feet) and will project from the southeast corner. A pair of casement windows, a pair of double-hung windows, and a new door will be added. The chimney will be removed.

Additional alterations include:

- North elevation: Three double-hung multi-lite windows will be added to the extension.
- West elevation: One of the four multi-pane windows to the south will be removed and the remaining three will be centered on the wall. The gaps on each side will be infilled. The existing door will be

[5] Proposed plans provided by SCDC Architecture Interior Design, see Appendix for drawings.

centered and replaced with a new door. The attached mailbox will be removed, and the area will be covered with stucco to match the existing.

- South elevation: The group of four vertical casement windows will be removed and the area will be infilled to match adjacent stucco. The center three double-hung windows will be replaced with two new double-hung windows to meet egress code requirements. The pair of double-hung windows will be replaced with one larger double-hung window required for egress. At the extension, two double-hung windows will be added.

The project also proposes to construct two new structures on the subject parcel. The one-story two-car garage at 1365 Main Street will be square in plan with stucco clad walls, a composition shingle-clad gable roof, and paneled wood doors. The accessory dwelling unit (residential above garage) at 1070 Lewis Street will be two stories and square in plan. The first floor will be clad in stucco while the second floor will have horizontal wood siding. Decorative wood corbels and a wood trim will separate the slightly projecting second floor from the first. On the first floor, a paneled garage door will be on the north elevation. The second floor will feature four-lite wood windows and a single door. A flight of stairs with wood railings will be located at the west side.

5. SECRETARY OF THE INTERIOR'S STANDARDS ANALYSIS

Of the four prescribed treatments for historic properties outlined in the Standards, Rehabilitation provides the most appropriate set of standards for the subject project. Rehabilitation is the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features that convey its historical, cultural, or architectural values.

1. *A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.*

Analysis. The proposed project would maintain the subject property's current and historic use as a single-family residence. Current code requirements necessitate changes in size at some windows to allow for egress. These window alterations are minimal, on secondary facades, and do not impact the overall integrity of the structure. While the proposed project now calls for some windows to be replaced in-kind with slightly larger egress windows, the proposed project maintains the majority of the character-defining features of the historic resource. The majority of the character-defining features visible from the public right-of-way will be retained. Therefore, the proposed project complies with Rehabilitation Standard 1.

2. *The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.*

Analysis. The proposed project would generally maintain the historic character of the subject property as defined by its Craftsman architectural style, its one-story massing, grouped windows, and low-pitched cross gabled roof with knee braces, open eave overhang, decorative barge boards, and exposed rafters. The project proposes to remove the existing addition to the east and remove or replace windows on the west and south facades.

On the west (front) façade, the original windows at the north end would be preserved. The group of four casement windows will be reduced to a group of three with the removal of one window. The remaining three will be recentered on the wall. While one of the windows is removed, the windows remain a group, and this alteration will minimally impact the character of the building. Additionally, these four windows are not original to the house and were installed in the 1960s. The existing door under the covered porch would be replaced with a new one. The enclosed front porch is a later alteration and is not original to the initial

construction of the house. Therefore, the proposed alterations at the west façade would not remove or alter features that characterize the property.

The proposed removal of the east addition would not impact any significant historic characteristics of the property. Constructed in the 1940s, this addition is not original to the house and does not reflect the characteristics of the Craftsman style architecture of the original house.

On the south elevation, the proposed project removes the group of four casement windows that were installed in the 1960s. These windows are not original to the house, so their removal would not affect the historic character of the property. The group of three windows will be replaced with a pair of double-hung windows. The existing pair of double-hung windows will be replaced with a single double-hung window. Removing some of the original windows is required as some of the windows do not meet current code egress requirements for bedrooms. These windows required a change in size; however, the new window style, operation, and material will match those of the existing. Additionally, as the windows on this elevation are not visible from the public right-of-way, the loss will have minimal impact to the overall character of the property.

The only element on the north elevation proposed to be removed is an aluminum-sash sliding window that was added in the 1940s. Its removal does not affect the historic character of the building. The chimney will be removed. It is barely visible from the right-of-way, it is not a character-defining or prominent feature, and its removal will not have a significant impact on the character of the property. The existing accessory structures are utilitarian in nature and are not among the character-defining features of the property, so their removal would not affect the historic character of the property.

Overall, the proposed project will be in compliance with Rehabilitation Standard 2.

3. Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

Analysis. The proposed project does not include the addition of conjectural elements or architectural features from other buildings. Although the proposed project involves a one-story addition at the east side of the 1365 Main Street house as well as new windows and doors, the new work would not create a false sense of historical development. The addition is compatible with the Craftsman style of the existing house in its materials and proportions. The proposed window and door replacements and new installations would not create a false sense of historical development and would be compatible with the subject property's overall historic character.

The proposed accessory structures on the parcel also appear to be compatible with the existing house and would not create a false sense of historical development. Therefore, the proposed project complies with Rehabilitation Standard 3.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

Analysis. The building received multiple additions and alterations over time including the enclosed porch and shed roof in the 1960s, the east extension in the 1940s, stucco cladding, and window and door replacements. These additions and alterations have not acquired significance over time and do not possess historical significance. The removal of the east addition, replacement of the front door, and alteration of later windows will not affect the significance of the property. Therefore, the project complies with Rehabilitation Standard 4.

5. Distinctive features, finishes, and construction techniques or examples of fine craftsmanship that characterize a property will be preserved.

Analysis. The distinctive features and finishes or examples of fine craftsmanship that characterize the house at 1365 Main Street are found on the exterior facades including its wood windows with plain trim and gable roof with decorative features. The proposed project maintains and preserves most of the building's distinctive finishes and character-defining features. The original wood-frame construction technique of this one-story Craftsman bungalow would also be preserved. Although not original, the existing stucco cladding would be maintained. Therefore, the proposed project complies with Rehabilitation Standard 5.

6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacements of a distinctive feature, the new feature will match the old in design, color, texture and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

Analysis. The proposed project does call for the replacement of several windows which were determined to be deteriorated beyond repair during the January 2023 window survey completed by TreanorHL. The existing conditions survey report provided by Robson Homes discusses the conditions of other exterior materials, including stucco, all original wood features and other original architectural elements, and provides appropriate repairs for damaged and deteriorated members. Deteriorated features shall be repaired in place when possible. If elements are deteriorated beyond repair, TreanorHL recommends replacing the elements in-kind to match the existing size, shape, and material. The National Park Service's relevant preservation briefs, especially *Preservation Brief 47: Maintaining the Exterior of Small and Medium Size Historic Buildings* (https://www.nps.gov/orgs/1739/upload/preservation-brief-47-exteriors-small-medium-buildings.pdf), should be reviewed prior to undertaking any work. The proposed project complies with Standard 6.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

Analysis. The proposed project does not involve any chemical or physical treatments. Therefore, the proposed project complies with Rehabilitation Standard 7.

8. Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures will be undertaken.

Analysis. The proposed project includes limited excavation for new foundations. If archaeological features are uncovered, the project would undertake the appropriate mitigation and protection measures. Therefore, the proposed project provisionally complies with Rehabilitation Standard 8.

9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

Analysis. The proposed project requires the removal of the 1940s extension on the east façade for the construction of a new addition. The new one-story addition with stucco-clad walls and gable roof is not visible from the public right-of-way, and will be compatible with the overall character of the historic building including materials, massing, size, scale, and proportion.

On the west facade, the group of four non-original windows would be altered to be a group of three using the existing features. On the south elevation, the group of four windows will be removed entirely while the

group of three windows will be replaced with a pair of double-hung windows to meet code egress requirements for bedroom windows. Further, the pair of double-hung windows will be replaced with a larger window required for egress. The new windows will match the existing in configuration, profile, and design, although they will be larger to meet current code requirements. Additionally, the five original windows which will be removed as part of the project were found to be extensively deteriorated during the January 2023 window survey, with the majority of the windows needing to be replaced. While the change alters the historic spatial relationship of the windows the impact is minimal and not visible from the public right-of way. Some of the windows are required to be replaced to meet egress size requirements, making them differentiated from the old; however, they will match the existing windows in style, operation, and material. All replacement windows will be wood. The new windows will be compatible with the property's overall character.

The detached accessory structures to be constructed to the northeast and east of the 1365 Main Street house would be contemporary but compatible with the historic building. The one- and two-story structures would be set back from the street, and feature stucco and wood clad walls, gable roofs, and wood windows and doors. They would be compatible with the historic materials, features, size, and scale of the historic building.

Overall, the proposed project complies with Rehabilitation Standard 9.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Analysis. The proposed east addition would replace a 1940s addition, so its future removal would not impair the integrity of the historic building at 1365 Main Street. The proposed two-car garage and the accessory dwelling unit on the parcel are free-standing structures; therefore, if removed in the future, the form and integrity of the historic building would be unimpaired. Overall, the proposed project complies with Rehabilitation Standard 10.

Based on the above analysis, the majority of the proposed project at 1365 Main Street appears to be mostly consistent with the Standards. The project fully complies with Standards 1-7, and 9-10 while provisionally complying with Standard 8.

6. POTENTIAL IMPACTS

Impacts to the Project Site

A project that has been determined to conform with the Standards can generally be considered to be a project that will not cause a significant impact (14 CCR § 15126.4(b)(1)).

The project proposes to repair deteriorated and damaged elements. Where elements are deteriorated beyond repair, elements will be replaced in-kind to match adjacent finishes and textures. The new wood window shop drawings will be reviewed by a qualified historical architect to ensure the new windows are compatible with the historic character of the house. Therefore, the proposed project will not result in an impact to the historic resource.

Impacts To Adjacent Historic Resources

City of Santa Clara 2010-2035 General Plan identifies the adjacent 1365 Main Street property as an architecturally significant and historic site. The February 2022 DPR forms also identified 1365 Main Street as a contributor to a potentially eligible historic district due to its proximity to other historically significant homes in

the area. The project complies with Standards 1-7, and 9-10; the window changes and addition are compatible with the historic materials, size, scale and proportion and massing of the 1365 Main Street house and its environment. The proposed project would not substantially impair the significance and integrity of the potential and previously identified adjacent historic properties; they would continue to communicate their significance.

7. CONCLUSION

Based on the above analysis, the proposed 1365 Main Street project appears to be partially consistent with the Standards: it complies with Standards 1-7, and 9-10; provisionally complies with Standard 8 and if archeological resources are encountered appreciate mitigation measures will be implemented. Therefore, the proposed project would not cause an impact to the historic resource and the project would be in full compliance with the Standards.

BIBLIOGRAPHY

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Garcia, Lorie, Beyond Buildings. *DPR Form, 1365 Main Street, Santa Clara, CA 95050*. February 15, 2022.

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Tom Halaszynski, Robson Homes. *Condition Assessment and Treatment Plan, 1365 Main Street, Santa Clara, CA 95050*. May 5, 2023.

U. S. Department of the Interior, National Park Service, Technical Preservation Services, *The Secretary of the Interiors Standards for Treatment of Historic Properties* (Washington, D.C., 2017).

APPENDIX

Lorie Garcia, Beyond Buildings, *1365 Main Street DPR Form,* February 15, 2022

SCDC Architecture Interior Design*, 1365 Main Street and 1070 Lewis Street, Santa Clara, CA*

Tom Halaszynski, Robson Homes, *Condition Assessment and Treatment Plan, 1365 Main Street, Santa Clara, CA 95050*, May 5, 2023

TreanorHL, ***1365 Main Street, Santa Clara, CA, Window Survey and Assessment***, February 8, 2023

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PRIMARY RECORD

Primary# _____
HRI# _____
Trinomial _____
NRHP Status Code

Other Listings

Review Code | Reviewer | Date

 ***Resource Name or #:** (Assigned by recorder) *Manuel and Lorraine Freitas House*

P1. Other Identifier: *1365 Main Street, Santa Clara. CA.*

***P2. Location:** ☐ **Not for Publication** ☒ **Unrestricted** ***a. County** *Santa Clara*
and (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)

***b. USGS 7.5' Quad** *San Jose West* **Date** *1980 photo revised* **T** *7S*; **R** *1W*; *unsectioned*; *Mt. Diablo* **B.M.**

c. Address *1365 Main Street* City *Santa Clara* Zip *95050*

d. UTM: (Give more than one for large and/or linear resources) Zone __, _____ mE/ _____ mN

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate)
Assessor's Parcel Number: 269-05-082
East side of Main Street between Harrison and Lewis Streets

***P3a. Description:** (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

1365 Main Street is located in the urban setting of an unusual block of houses that was primarily developed in the early 1890s and the first quarter of the twentieth century. Divided in half by an alley, which runs east to west through the middle of it, the southern portion of the block was developed from 1891 to the mid-1890s. Known as the Harrison Street Block, the block's southern portion consists of a group of seven homes of one-and-one-half to three story variations of the architectural styles popular during this period, with similar setbacks from the street and urban sized front yards. With the exception of a house constructed in the 1860s, development of the block's northern portion began after 1910. Due to the differing periods of development, the lots on the block have varying widths and

(Continued on page 2, form 523L)

***P3b. Resource Attributes:** (List attributes and codes) *HP2 Single – Family Property*

***P4. Resources Present:** ☒ Building ☐ Structure ☐ Object ☐ Site ☐ District ☐ Element of District ☐ Other (Isolates, etc.)

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects.)

***P5b. Description of Photo:** (view, date, accession #)
Front façade (view toward ENE) Photo No: 100_2893, 12/2021

***P6. Date Constructed/Age and Source:**
☒ Historic ☐ Prehistoric ☐ Both
1911-1912
Assessor's Records, City Directories, Newspaper Articles, Sanborn Maps.

***P7. Owner and Address:**
Pear Street Investment, LLC.
2185 The Alameda #150
San Jose, CA 94012

***P8. Recorded by:** (Name, affiliation, and address)
Lorie Garcia
Beyond Buildings
P.O. Box 121
Santa Clara, California 95052

***P9. Date Recorded:** *February 15, 2022*

***P10. Survey Type:** (Describe) *Intensive*

***P11. Report Citation:** (Cite survey report and other sources, or enter "none.") *Historic Resources Inventory Form " Multiple property; 1346, 1356, 1357. 1365, 1386, 1407, 1436, 1460 Main St." dated December 28, 1980.*

***Attachments:** ☐ NONE ☒ Location Map ☒ Continuation Sheet ☒ Building, Structure, and Object Record ☐ Archaeological Record ☐ District Record ☐ Linear Feature Record ☐ Milling Station Record ☐ Rock Art Record ☐ Artifact Record ☐ Photograph Record ☐ Other (List):

(Continued from page 1, Form 523A, P3a. Description)

depths, ranging from those on the southern half being mostly 41' wide and 140' deep, to those on the block's northern half, which range from 40' to 80' wide with depths that range from 60' to 152.70' deep. Like the surrounding blocks, the streetscape is a pleasant one which evokes the sense of an early Santa Clara neighborhood.

Originally the subject home was situated on a large 14,386 sq. ft. parcel that was divided into two lots in 1994, so that today it is located on the 9,587 sq. ft., L-shaped lot, which resulted from this division. This lot has one home facing Main Street (1365 Main) and a second home fronting on Lewis Street (1070 Lewis). The subject home at 1365 Main Street fronts roughly west onto Main Street and is set towards the front of a 54' x138.33', 7,469.82 sq. ft., portion of the L-shaped lot. It is set back from the street enough to allow for a modest cultivated lawn and narrow brick-edged planting beds with ornamental shrubbery. On the north side of the property, a wide concrete driveway leads to a detached garage. A wide, south side-yard with a brick-paver walkway adjacent to the house and fruit trees and plantings fills the space between the house and the south property line. A short, wide, straight, concrete walkway, leads from the Main Street sidewalk to the front (main) entry. Concrete walkways branch off from this walkway with one leading to the driveway and the other to a gate that leads into the south side-yard. This gate is built into a high wood fence that runs from the front corner of the house to a fence on the south property line and secures access to the home's south side and rear yard. A wrought-iron, gated, fence with a sliding wrought-iron gate across the driveway, adjacent to the Main Street sidewalk, secures access to the front, north side and rear of the property. A neatly trimmed hedge set between the fence and the sidewalk softens the severity of the fence.

To the rear of the house and reached by the straight driveway from Main Street, is the detached, street-facing, rectangular, gabled roof, wood-framed garage, sheathed in wide, horizontal wood siding. It is set near the rear of the house, adjacent to the north property line. The garage appears to have been constructed ca. 1911-12 and is in deteriorated condition. A second large garage, which opens on to Lewis Street, originally constructed pre-1930 for 1365 Main Street is currently used for 1075 Lewis Street.

The rear of the property is deep with a concrete patio adjacent to the house and a wide, concrete walkway that extends from it and leads to a small accessory dwelling unit that abuts the south property line. Fruit trees, vegetable and flower beds with connecting dirt paths fill most of the rear yard space. As the subject home is on an L-shaped lot that has two houses with no division between the open area that comprises their rear yards, the rear yard space for the subject house at 1365 Main Street is indistinguishable from that of the house that fronts on Lewis Street. And. as this is an L-shaped lot with two existing houses on it, fencing is unusual. A high wood fence runs along the south property line and connects with a similar fence, which continues along the east property line past the Lewis Street house to a point where it connects to a lower wrought-iron fence that then runs to Lewis Street. Similarly, a portion of the L-shaped lot's west and north property lines are bordered by a high wood fence, which then connects to lower wrought-iron fencing.

Supplemental Photograph or Drawing

Originally the mirror image of the neighboring house at 1357 Main Street, the primary building on the site is a 1,375 sq. ft., one-story house constructed in 1911-1912 and designed as a Craftsman Bungalow in a vernacular version of the Craftsman architectural style's cross-gabled roof subtype. The plan of this wooden, single-family residence is squared, set over a partial basement,

(Continued on page 3, Form 523L)

Description of Photo: (view, date, accession #)
(Camera pointing E) North side-elevation and partial front façade. Photo No: 100_2894; 12/31/2021.

(Continued from page 2, Form 523L)

which slightly elevates the living area above the ground. It is distinguished by a prominent side-facing (north-south) low-pitched, gabled roof punctuated by a subordinate front-facing gabled roof that projects from its west slope. As is characteristic of this architectural style, it has a moderately wide, unenclosed eave overhang. Both the front-facing and side-facing gable's rake eaves are supported by knee braces and trimmed with unusual and decorative verge boards (original). The verge boards are multi-layered with a space before a small, final board. The knee braces project through this space with a notch near the end that rests upon the board. (The low-pitched gabled roof, verge boards and knee braces are character-defining features of the Craftsman architectural style.)

On the front, as part of alterations made in the 1960s, which included a new interior front room, a portion of the west face of the side-facing gabled roof has been altered to form a shed roof across the extended portion of the house and the new front porch, truncating the inner corner of the original front-facing gable. Supported at each end by knee braces and trimmed with the same decorative verge boards that appear on the original house, the shed roof has unenclosed eaves and exposed roof rafters. In the rear, a shed roof that projects from the east face of the side-facing gabled roof, covers a 1940s extension that projects from a portion of the home's rear-elevation. Neither shed roof is original. Composition shingles sheathe the various roof forms

Stucco, which was applied in the 1960s over the home's original wide, horizontal, wood siding, sheathes the body of the house. A small, partially recessed front porch (not original) is set in the middle of the front façade. A narrow, tall, horizontal, opening in the porch's open end, admits light into the porch. Low, wooden stoops are set to either side of the steps and at the top of either side of the entry stairs, plinths provide a decorative element. Another decorative element is found in the wide board, supported by small corbels, which trims the top of the of the porch opening.

The principal entrance is on the front (west) façade. Offset on the porch, it faces Main Street and is accessed by 3 wooden steps, which lead to a wood porch from the concrete walkway that connects to the Main Street sidewalk. This entrance has wide wooden trim with a plain narrow edging that surrounds the entry door. The wooden door (original) has multiple glass panes, typical of the Craftsman Bungalows found locally. A secondary entry set into the original rear (east) façade, adjacent to the driveway, is accessed by 3 concrete stairs leading to a wide concrete landing. A wrought-iron railing is set on the outside of the stairs. The entrance is framed with narrow wood trim. The wooden door has a design of two small square panels on top with two sets of two horizontally orientated panels below. The entry appears original; however, the door is a replacement.

Another secondary entry set into the rear of the 1940s addition on the rear (east) façade, is accessed by 3 concrete stairs leading to a narrow concrete landing. Wrought-iron railings edge the stairs and landing. The wooden door has a large glass pane in the top half set over a wood panel in the lower. (This entry and door appear original to the 1940s addition but not to the original 1911-1912 house.) A unusual aluminum overhang (not original) shelters the entry below. Both rear entry doors are set flush with the house. Set at ground level, adjacent to the addition's rear entry, a pair of hinged doors, comprised of wood boards that open in the middle, provide access to the steps that lead into the basement.

Other character-defining features of this home include its windows, which are mainly typical Craftsman style with two or more windows often grouped together, casement or double-hung windows and simple window surrounds. Fenestration on the front façade consists of a ribbon of three (3) casement windows (original) set in the wall under the front-facing gable. The casement windows are narrow, vertically orientated and wood-framed, each having 10 panes separated by muntins. They have a surround consisting of wide wood boards edged with a plain narrow trim and projecting sills. Set into the opposite side is a ribbon of four (4) casement windows. These also are narrow, vertically orientated and wood-framed however, these each have 8 panes separated by muntins. (These casement windows date to the 1960s alteration to the house.)

Those on the north side-elevation are all original and display a mix of Craftsman style windows. On the north side-elevation, closest to the front, is a ribbon of four (4) casement windows, identical to three found on the original front façade. In the middle is a pair of small one-over-one, vertically orientated double-hung windows. Grouped together towards the rear are three (3) medium-sized one-over-one, vertically orientated double-hung windows. All have surrounds consisting of wide wood boards edged with a plain narrow trim and projecting sills. On the south side-elevation, closest to the front, is a ribbon of four (4) casement windows. They are narrow, vertically orientated and wood-framed and each have 8 panes separated by muntins. They have a projecting sill but no surround. (These casement windows date to the 1960s alteration to the house.) Going towards the rear is a ribbon of three (3) medium-sized four-over-

(Continued on page 4, Form 523L

(Continued from page 3, Form 523L)

one, vertically orientated double-hung windows, followed by a pair of identical windows. All have projecting sills and surrounds consisting of wide wood boards edged with a plain narrow trim. (Both sets are original.). Closest to the rear is a single medium-sized one-over-one, double-hung window. It has a projecting sill and is surrounded with narrow back-banded trim. (This window appears to date to the 1940s rear addition.)

Fenestration of the home's rear façade consists of an aluminum-framed sliding window with no trim set into the wall on either side of the rear entry into the 1940s rear addition. (These are not original.)

Set at basement level, three (3) small wood-framed original windows, one on the north side-elevation and two on the south side-elevation, allow light into the basement. Like the original windows of the house, they are surrounded by wide wood boards edged with a plain narrow trim. Smaller sized openings with no trim, set around the perimeter of the foundation, allow for basement ventilation.

With the exception of the alterations made in the 1940s and 1960s, prior to its addition to the City of Santa Clara's Architecturally or Historically Significant property list in 1980, the residence at 1365 Main Street appears to have had little external change since the time of its construction in 1911-1912. It has been well maintained and is in good condition.

B1. Historic Name: *None*
B2. Common Name: *None*
B3. Original Use: *Single family residential* **B4. Present Use:** *Single family residential*
***B5. Architectural Style:** *Craftsman Bungalow*
***B6. Construction History:** (Construction date, alterations, and date of alterations)
The residence was constructed in 1911-12. 1940s – Rear addition with new rear entry constructed. 1960s – Front façade altered. This included the creation of a new interior front room by enclosure of the original front porch and construction the new room in front of it; removal of the original casement windows and their re- installation in the front and south side-elevations of new room; creation of new shed roof over new space; construction of new front entry porch.
***B7. Moved?** ☒ **No** ☐ **Yes** ☐ **Unknown Date:** _____ **Original Location:**
***B8. Related Features:**

Small garage, constructed ca 1911-12, relocated to north property line ca. 1933. Large garage at rear property line (currently used for 1070 Lewis Street), constructed late 1920s.

B9a. Architect: *Not known* **b. Builder:** *Not known*
***B10. Significance: Theme** *Architecture and Shelter* **Area** *Santa Clara Old Quad*
Period of Significance *1926-2020* **Property Type** *Residential* **Applicable Criteria** *none*
(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

The parcel located at 1037 Harrison Street Is a portion of a larger parcel that had originally been identified as Block 4 North, Range 1 West of the original survey of the City of Santa Clara. This survey was done July l866 by J.J. Bowen and recorded on August 22 of that same year. (It is this survey that forms the basis for the part of Santa Clara known as the "Old Quad.")

This block framed by Harrison, Washington, Lewis and Main Streets had not been subdivided in 1866 and Lot 1 encompassed the entire block. According to the list of property owners and their improvements, which accompanied the 1866 survey, this was a 93177 sq. ft. tract, which contained 4 frame houses whose exact locations are unknown. The owner of both this block and the block immediately to the north was shown to be James Harris. Originally from Scotland, he had arrived in Santa Clara prior to 1852. Harris, a blacksmith, is shown on the 1868 Poll List for Santa Clara as having his residence on the subject block "near the comer of Lewis and Main."

When The Plat of Santa Clara was drawn in the period between 1873 and 1875, it showed no change in the configuration of the block

(Continued on page 6, Form 523L)

B11. Additional Resource Attributes: (List attributes and codes) *HP2 – Single Family Property*
***B12. References:** *Garcia, Lorie, "Santa Clara: From Mission to Municipality," 1997; Foote, H.S., "Pen Pictures From the Garden of the World," 1888; Lick, Sue Fagalde, "Stories Grandma Never Told: Portuguese Women in California," 1998; Map of the Town of Santa Clara, drawn by C. E. Moore, 1893; McAlester, Virginia & Lee, "A Field Guide to American Houses," 1991; Polk and Husted City Directories,1910 -1979; San Jose Mercury Herald, 11/23/1916, 05/10/1921, 09/06/1921, 09/13/1937; Sanborn Fire Insurance Maps, 1891, 1901, 1915, 1930, 1950; San Jose Mercury Herald, 06/15/1917, 03/20/1926, 11/17/1939, 01/04/1946; San Jose Mercury-News, 08/03/1952, 03/15/1953; San Jose News, 03/09/1960; Santa Clara Weekly, 06/28/2017; The Evening News, 06/03/1893, 01/13/1941, 01/26/1956; United States Census: 1880, 1900, 1910, 1920, 1930, 1940; Wagner, Julie [Freitas] and Christina, Communication, January & February, 2022.*

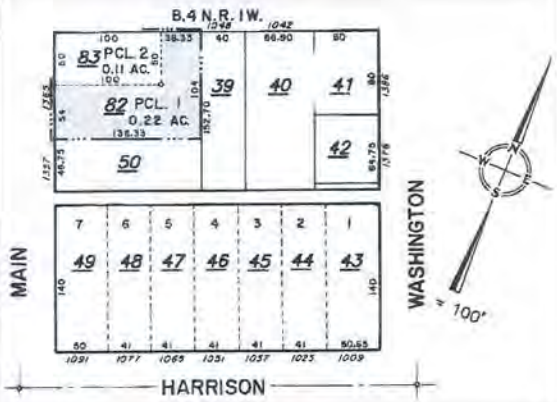
B13. Remarks:

***B14. Evaluator:** *Lorie Garcia*

***Date of Evaluation:** *February 15, 2022*

(This space reserved for official comments.)

(Sketch Map with north arrow required.)



(Continued from page 5, Form 523B, B10. Significance)

that had been surveyed nine years earlier. However, by then the block was owned by Samuel A. Bishop, who like James Harris had arrived in California during the Gold Rush. Born on September 2, 1825 in Albemarle County, Virginia, in 1848, he crossed the plains by ox-cart along the Santa Fe Trail, arriving in Los Angeles in October 1849. He spent two years mining in the Mariposa mines, then became an Indian trader along the Fresno River, eventually being in charge of all the Indians in the area. He then purchased the great Castro grant and became responsible for the establishment of Kern County, where he became one of its first County Supervisors. In 1867, S. A. Bishop resigned that office and moved to San Jose.

Here, among his many entrepreneurial activities, he invested in the purchase of several large tracts of land, started the street railway system where he acted as "President" of the San Jose and Santa Clara Horse Railroad, and among his many other business interests was Vice-President of the San Jose Savings Bank and President of the San Jose Homestead Association. By 1873, he had purchased the subject block from James Harris and the end of the 1880s, while keeping ownership of the north half of Block 4 North, Range 1 West, Samuel A. Bishop sold the south half of the block to Hervey Morgan Leonard. When Bishop unexpectedly passed away on June 3, 1893, he still owned the north half of the block, which is where 1365 Main Street would later be constructed, and it was included in his $100,000 estate, which went into probate. Probate became complicated due to the fact that in 1890 he divorced his first wife, Francis on grounds that she had deserted him, and married his second wife, Elizabeth, to whom he had willed his estate. Although Francis had received a fair divorce settlement and married again, she sued the estate on "failure to provide." It wouldn't be until 1902 that the estate was finally settled.

Among the properties in S. A. Bishop's estate, which were now sold, was the large 21,129.90 sq. ft. lot at the SE corner of Lewis and Main Street, north of the alley that divided the block. It was acquired by Isaac Newton Thompson. Born in Indiana around 1824, I. N. Thompson had come to California in 1849 with his wife, Anna and by 1850 had settled in Santa Clara. By 1852, when the Town of Santa Clara was incorporated, he had already started acquiring what would soon be large landholdings adjacent to the town and started raising a family.

During the following decade he invested in Quito Rancho land and property in the neighboring community of Meridian. As delineated in the 1876 Thompson and West, Historical Atlas of Santa Clara County, by then Isaac N. Thompson owned the 355.03-acre Bennett Bennet Tract. This large land holding was Tract II of Mary Bennett's 2 land grants, lying west of the road to Saratoga, and following her death in early 1869, he had purchased it from her heirs. The October 1869 Poll List for the Santa Clara Precinct, shows that by now he is living on this land. As shown on the 1866 List of property owners that accompanied the first official Town Survey, he also purchased small parcels within the Town limits. The Survey lists him as the owner of the 11,547 sq. ft. Lot 1 and also the 25,291 sq. ft. Lot 3 of Block 5 North, Range 1 West, the block immediately north of the subject block. Described as a "Farmer" and also as a "Capitalist," on the 1870 Census, it shows tha tby then he had become a wealthy man with the value of his Real Estate listed as $29,000 and that of his Person Estate shown to be $30,410.

In the early 1870s, his wife, Anna, passed away following the birth of their 6th and 7th children (twins) and in 1874 he married his second wife, Emily A. C., who had been born in 1839 in Illinois and arrived in Santa Clara in 1862. Isaac N. Thompson continued to participate in the purchase and sale of land and also in its development. He invested in that portion of what was at that time called the Saratoga and Santa Cruz toll road lying within Santa Clara County and in 1880 sold it to the County. Throughout the 1880s and 1890s, he continued to be a land speculator. By the turn of the Century, he and Emily resided in a house at 1085 Clay Street on a lot he owned at the NE corner of Clay and Main Streets. When he passed away at age 90, on August 5, 1913, Isaac N. and Emily A. C. Thompson were living in the recently constructed house, located at 1365 Main Street, on the property he had purchased from Samuel A Bishop's estate. (Note: this house and the one next door at 1357 Main Street, which is its mirror image, had to have been built between 1911 and 1912, as the address does not appear on the 1910 Census but the 1913 City directory, which came out in January, lists Emily as already living at 1365 Main Street.)

Following I. N. Thompson's death, Emily A. C. Thompson continued to live in the subject residence at 1365 Main Street until 1918, when she moved in with her daughter, at 1321 Bellomy Street. (She was living here when she passed away in 1928.) In 1919, the home at 1365 Main Street was sold to George W. Lyle.

Born in 1885 in Missouri, George W. Lyle had grown up in Santa Clara, where as a young man he started work as a constable. In 1910

(Continued on page 7, Form 523L)

(Continued from page 6, Form 523L)

he married Ora Van Curran. In 1918, he was elected the Sherriff of Santa Clara County, the position he held when the following year he purchased the subject home at 1365 Main Street. Thirty-four-year-old George moved into the home with Ora and their two sons, George, age 7 and 2 ¾ year-old Robert. By 1925, George W. Lyle had left this house and moved into the new home he had purchased at 1543 Franklin Street. Manuel Souza, a grocer on Franklin Street, and his wife, Amelia, were now living the subject residence and Joseph and Nora Souza lived next door at 1357 Main Street. In 1926 Manuel Freitas purchased 1365 Main Street and moved into it with his family. At the same time, his brother, Louis Freitas, purchased 1357 Main Street, next door to Manuel.

After hearing stories of the vast opportunities available in America, and with prospects limited in their homelands due to economic and political factors, in the late 1800s many young Portuguese started immigrating to the United States. The United States Bureau of Immigration reports that while between 1891 and 1900, 508 Portuguese Immigrants arrived, with 69149 in the period from 1901-1910 and 108,927 from 1911-1920. While some came from the mainland of Portugal, the majority of these families were from the Azores Islands along with many from Madeira and the Cape Verde Islands. Those who arrived in Santa Clara, mainly settled in the areas already inhabited by other original Portuguese immigrants, where they could be part of a very close-knit community. The 1910 and 1920 Census show that during this decade an overwhelming number of people native to Portugal, along with immigrant families from Spain, settled in the blocks adjacent to the one where 1365 Main Street is located. Here, almost all of them owned their own homes and here their children were born and grew to maturity. The family of Manuel Freitas was among these immigrant Portuguese families who arrived in Santa Clara during the first two decades of the Twentieth Century.

Manuel Freitas was born around 1880 in Santa Cruz, a small town that is north-west of Madeira's capital, Funchal. In 1909, leaving behind his wife, Rosa, he immigrated to America, sailing on the SS Gallia from Madeira and arriving in the Port of New York on March 30th of that year. On November 4, 1908, Manuel had married Rosa [Affonso] in Santo Antonio da Serra, Madeira, her hometown, and when Manuel left, she was pregnant. Their first child, Manuel, Jr., was born in Santa Cruz five months later on August 1st, and Rosa would remain in Portugal with him, until Manuel had gotten settled in Santa Clara. After Manuel arrived in New York, he traveled by train to Santa Clara and upon his arrival here, Manuel Freitas moved in with his older brother, John, and John's family in their house at 1686 Lafayette Street. John had arrived 1904, from Portugal via Hawaii where he had married his wife, Mary, who had been born there in 1892 to Portuguese immigrant parents. Here in Santa Clara, John had become employed as a lamplighter on the Railroad and while living with John, Manuel Freitas also got a job on the Railroad. In 1913, Manuel and John Freitas were joined by their 17-year-old brother, Louis, when he arrived from Portugal. Louis went to work as a tanner in the Eberhard Tannery.

In 1916, Rosa and their son, Manuel, Jr., immigrated to America, entering at Boston, Massachusetts, after leaving from the Azores to which they had traveled from Madeira. After a stay with relatives in the Boston area for about 1 month, they came to Santa Clara and joined Manuel. Manuel Freitas had bought some land on Jackson Street and here, with the aid of members of Santa Clara's Portuguese community he built his own house at 1569 Jackson Street. On June 29, 1917, Manuel and Rosa's second child, a daughter Lorraine, was born and in 1918, a second son, Albert. Tragically Albert died that year from the "Spanish Flu" pandemic that was sweeping across the country. On July 9, 1920, Manuel and Rosa had their fourth child, a son they named Louis after Manuel's brother, Louis Freitas. Also, by 1920 Louis Freitas, who now was working as a laborer on a farm, had married Mary Mattias who had arrived from Portugal with her family in 1906 and Louis, Mary and, her mother, her two sisters and her brother were living in a house he rented at 1067 Lewis Street. Thousands of miles from their homeland, the three Freitas brother were once again living in close proximity to each other, now with their own families in Santa Clara, California.

In 1926, Manuel and Rose Freitas and their youngest children, Lorraine and Louis, moved from their home on Jackson Street into the house at 1365 Main Street, which he had recently purchased. (Note: the 1930 Census shows that at that time was valued at $3,000.) When the family moved to 1365 Main Street, their oldest son, Manuel, Jr. was not with them. He had recently enlisted in the U. S. Navy, in which he would serve until he was honorably discharged four years later. The Freitas' new home was located on the large parcel of land that began at the SE corner of Main and Lewis Streets and then went east for almost 140 feet on Lewis and south for 104 feet on Main Street. This gave the family plenty of room in which they, like so many of their fellow immigrant neighbors, could raise chickens and have a large garden in which to grow fruits and vegetables, both for eating and canning.

For several years, Manuel had been employed picking fruit on a fruit farm and now, following the move, Rosa also went to work. For these hard-working people, it has been stated that "it was essential that everyone contribute to the family's survival." For the women in

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Madeira and the Azores work centered around the home, in the house or on the farm. The immigrant Portuguese women found life different in American where, although they still had to do most of the jobs at home and spoke limited English if any at all, they found they could also take jobs outside their home and earn money for the first time in their lives. In Santa Clara, the agricultural-related businesses were the economic engine behind Santa Clara's growth and prosperity and while many of the men labored on the fruit farms, the great majority of the Portuguese women found work in the canneries and packing houses to provide extra income for their families; often joined by their sons and daughters as soon as they were old enough. When during the 1920s when Rosa Freitas went to work, it was at the Pratt Lowe Preserving Company, a fruit cannery and, as Josephine Freitas would later relate, in 1926, the summer she turned nine, she earned "$100 at her first job by 'cutting cots' (apricots) for drying at the California Packing Corporation" in Santa Clara.

In order to help each other, raise money for the church and to socialize, in their new country the Portuguese immigrants banded together and founded the Portuguese Lodges. From their start as service organizations these organizations played a very important role in the lives, a role they continue today as they still bring the community together and preserve the Portuguese culture. Both Manuel and Rosa Freitas were active participants in the local Portuguese lodges.

Manuel Freitas and his brother, Louis were officials in the Santa Clara Council of the Associação Protectora da Unido Madeirense do Estado California (APUMEC), *a group dominated by Immigrants from Madeira, which met at their hall on Grant Street (today's The Alameda)) between Benton and Fremont Streets. As in every organization maybe three good workers did all the work, and as Lorraine, who later joined when they let women in, would later recall, "Members would give people rides to the meetings, set up tables and clean up afterward. When the APUMEC was strictly man's organization, they would come to her father Manuel's house, tell her mother they wanted to her (Rosa) to do the cooking, then ask Lorraine to help serve the food... She and her mother would work hard hauling big pans of meat and bread from there to the SES hall... You couldn't say no. There was no such word as 'no' to them."*

The Portuguese women also had their women's lodges, of which the SPRSI *was one of the biggest. Their patron is Saint Isabel and they sponsor civic and social activities along with donating money and goods to the poor. Rosa Freitas belonged to* SPRSI *Council 15, Our Lady of Fatima and the* Sociedade Espiritu Santo (SES). *Lorraine followed in her mother's footsteps and also became a member of* SPRSI *and in the early 1950s, became President of Council 15. In 1952 she was installed as a member of the State Board of Grand Directors of this lodge.*

In the early 1930s, Manuel Freitas had another house built on his property; 1070 Lewis Street. By 1935, this house was being rented to Vincent Mirrione, a railroad clerk, and his wife for $20/month, providing rental income to the family. The 1940 Census shows that Manuel Freitas, now 60, was still working on a fruit farm but now Rosa was at home. Lorraine, who had attended St. Clare Elementary school in Santa Clara and graduated from Notre Dame High School in San Jose was seeking work and Louis, one of their star football players, would graduate from Santa Clara High School that year.

In January 1941, Manuel Freitas entered into a new line of business, that of owner of a "tavern and restaurant." However, as Manuel had not been naturalized and become a citizen, his daughter Lorraine had to apply to the State Board of Equalization as the owner, for the liquor license to sell beer and wine on the premises. Known as Freitas Villa, the lounge was located at 1024 Main Street, near the corner of Main and Franklin Streets, only 3 blocks from the family home at 1365 Main Street. (Note: Freitas Villa was later renamed the Cypress Lounge and would be in business until 1967, when the family had to deal with the Redevelopment Agency that would force it to close, prior to the demolition of Santa Clara's downtown.) In 1941 when the United Sates entered WWII, and until 1946, Manuel, Jr. would once again serve in the military and this time, so did his younger brother, Louis. Now, of their three children only Lorraine Freitas still lived at 1365 Main Street with their parents. In 1943, Manuel Freitas finally became a United States citizen and the naturalization paperwork states his occupation as a bartender and janitor.

By 1950, Manuel Jr., was married and lived in a home at 1822 De La Pena Avenue in Santa Clara. Louis also, no longer lived with his parents however, Lorraine Freitas was still living in the family home with Manuel and Rosa at 1365 Main Street. By then she had started her working career, which would go to include 23 years as an office manager for Simoni's Furniture store in downtown San Jose and 17 years in accounting for FMC Corporation, until she finally retired in 1984 when she was 67 years old.

In January 1956, 67-year-old Rosa Freitas died and her obituary referred the fact that she had been born in Madeira and also described

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her membership in the Portuguese Lodges. Four years later, on March 7, 1960, Manuel Freitas passed away and his obituary pointed out that at the time of his death, he been living with his daughter, Lorraine and had lived in Santa Clara for 50 years. Her father's death left his daughter, Lorraine, as the only member of the Freitas family still living at 1365 Main Street. The land was left to the three Freitas children (Manuel Jr 1/3, Lorraine 1/3 and Louis 1/3). Then, due to trading other property with Manuel Jr., ownership of the 1365 Main Street property changed to Lorraine Freitas owning 2/3 and her brother, Louis, 1/3 of the property. Lorraine's share included the Freitas home at 1365 Main Street.

When Louis Freitas passed away in July 1965, ownership of the property once again changed. Lorraine still was the owner of her 2/3 portion however, Louis' 1/3 went to his widow, Dorothy. Around 1980, Dorothy Freitas Pickett (she was now remarried) changed her 1/3 ownership to her and Louis' daughter, Julie [Freitas] Wagner. So now, while Lorraine still had ownership of her original 2/3 of the property, her niece, Julie, owned the remaining 1/3. In 1994, the original parcel purchased by Manuel Freitas in 1926 was subdivided into 2 parcels. One of the new lots was an L-shaped portion with 38.33 feet fronting on Lewis Street where the house at 1070 Lewis exists and 54 feet fronting on Main Street where the Freitas home at 1365 Main Street is located. The 2nd parcel was a 50' x 100' lot on the SE corner of Maine and Lewis Streets and here a new house (1074 Lewis Street) was constructed.

Lorraine Freitas never married and was still living alone in her family home when she reached the age of one hundred years old on June 29, 2017. Involved in St. Clare Parish and many charitable organizations, by the time of her birthday this extremely active woman had that year already knit and crocheted 10 sets of baby blankets and matching hats to donate to new-born infants in the hospital. On June 24th, a surprise birthday party with 100 guests was thrown for her at the SES hall in Santa Clara, where the Mayor of Santa Clara presented her with a City Proclamation and Lorraine shared stories of her memories of when the streets of Santa Clara weren't paved and the valley was called the "Valley of Heart's Delight."

On September 1, 2020 when she was 103, Lorraine Freitas passed away and, after stating that she had been "born on June 29th, 1917, in Santa Clara, California, her obituary specified that "she passed away peacefully in her childhood home," the home her family had owned and she had lived in for 94 years.

The following year, on August 9, 2021, the L-shaped portion of the original property that had been bought by Manuel Freitas in 1926 and where the Freitas home at 1365 Main Street is located, was sold to Pear Street Investment, LLC. The corner portion with the new house at 1074 Lewis Street is still in the family, currently owned by Manuel Freitas' granddaughter Julie [Feitas] Wagner and her husband, Steve, and his great granddaughter Christina and her husband, Michael Nolan.

Historic Evaluation

In order to be considered historically or culturally significant, a property must satisfy certain requirements. It must be 50 years old or older (except in cases of exceptional significance); it must retain historic integrity; it must meet one or more of the National Register of Historic Places criteria for significance, and/or the California Register of Historic Resources criteria for significance, and/or the criteria for listing in a local historic resource inventory.

Age Requirement.

Constructed 1n 1912-1913, the subject residence at 1365 Main Street is over 50 years old and thus meets the age requirement.

Integrity Requirement.

Integrity refers to a property's ability to convey its significance. Significance is conveyed by the retention of a resource's visual and physical characteristics and its surroundings. The National Register of Historic Places criteria recognize seven aspects to integrity.

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These are location, design, setting, materials, workmanship, feeling and association. To retain historic integrity, a property will always possess several and usually most of these aspects. Both the California Register of Historic Resources and the City of Santa Clara Criteria for Local Significance follow the National Register integrity criteria.

While the architectural integrity of the original structure was diminished by alterations made in the 1960s, this was prior to its addition to the City of Santa Clara's Architecturally or Historically Significant property list in 1980. Most of the visual and character defining features of the historic building have been preserved and retained and the residence at 1365 Main Street retains its original location. The historical use of the building has not changed, it remains a single-family home and the property is well maintained. The subject property is set within a historic residential setting in the area of Santa Clara known as the "Old Quad," and, while the immediate streetscape has slightly been compromised by new development, the surroundings retain many of the qualities that reflect the period in which the house was constructed.

The subject property retains enough of its historic character and appearance to be recognizable as a historic property and to convey the reason for its significance (integrity).

National Register of Historic Places Criteria.

There are not any events associated with the residence at 1365 Main Street which have made a significant contribution to the broad patterns of history or cultural heritage. It would therefore appear that the building would not be eligible for the National Register of Historic Places based on Criterion A (associated with events that have made a significant contribution to the broad patterns of our history). The building has had four owners over the 110 years of its existence and none appear to reach the level of significant influence required under Criterion B to be considered eligible for the National Register. Neither do any of the other occupants appear to be significant to the history of the region, Nation or State of California. It would therefore appear that the building at 1365 Main Street would not be eligible for the National Register based on Criterion B (associated with the lives of persons significant in our past). Although remodeled 60 years ago, several of the character-defining features of its original circa 1912-13 construction as a Craftsman Bungalow in the cross-gabled roof subtype of the Craftsman architectural style remain, such as its squared plan, broadly pitched cross-gabled roof with its wide eave overhang, knee braces under the gables and original windows, and thus under National Register Criterion C the residence at 1365 Main Street could be considered to "embody the distinctive characteristics of a type, period, or method of construction" and "represent[s] a significant and distinguishable entity whose components may lack individual distinction" and due to its proximity to other historically significant homes in the area, it does contribute to a potentially eligible Historic District. Therefore, it does appear that the building may be eligible for the National Register of Historic Places under Criterion C.

California Register of Historic Resources Criteria

The Criteria for listing in the California Register of Historical Places are consistent with those for listing in the National Register. However, they have been modified to better reflect the history of California at both a local and State level. Criterion 1 is the California Register equivalent of the National Register Criterion A (events) and California Register Criterion 2, the equivalent of National Register Criterion B (persons). As the property at 1365 Main Street is associated with the arrival and settlement of immigrants from Madeira and the Azores Islands, Portugal, to Santa Clara, in the first two decades of the Twentieth Century, a major ethnic group that made significant contributions to the cultural heritage and broad patterns of local history, it does appear to be eligible for the California Register based on Criterion 1. Criterion 3 addresses the distinctive characteristics of a type, period, region, or method of construction. According to McAlester, the Craftsman Architectural style has a low-pitched roof that can either be front-gabled, side-gabled, or cross-gabled with cross-gabled roofs making up one-fourths of Craftsman houses. This style has wide overhanging eaves, usually with exposed rafters, decorative brackets (knee braces) under the rake eaves and a front or corner porch with columns that support the porch roof. Its doors and windows are similar to those used in vernacular Prairie houses, with two or more windows often grouped together in one assembly. The Craftsman Bungalow version of this style typically is characterized by being a one-story house with one or more broadly pitched gables. McAlester also states that the Craftsman style originated in southern California" and that "this was the dominant style for smaller homers built throughout the country during the period from about 1905 until the early 1920s and that it "rapidly faded from favor after the mid-1920s; relatively few were built after 1930."

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Although the subject residence was altered in the 1960s when stucco was applied over the original horizontal wood siding, the front porch enclosed and a small addition added to the rear, many of the character-defining features of its original construction in 1911-1912 as a Craftsman Bungalow, in the cross-gabled subtype of the Craftsman architectural style remain and it appears to reach the level of significance necessary to be individually eligible for the California Register under Criterion 3.

City of Santa Clara Criteria for Local Significance

In 2004, The City of Santa Clara adopted Criteria for Local Significance. Under these criteria, "any building, site, or property in the city that is 50 years old or older and meets certain criteria of architectural, cultural, historical, geographical or archaeological significance is potentially eligible," to be a "Qualified Historic Resource." The evaluator finds that the property meets the following criteria:

Criteria for Historically or Cultural Significance:
To be Historically or culturally significant a property must meet at least one of the following criteria:

1. The site, building or property has character, interest, integrity and reflects the heritage and cultural development of the city, region, state or nation.

This property does have a direct association with the broad patterns of Santa Clara history. Located in the area mainly settled by early Portuguese immigrants from Madeira and the Azores Islands in the first two decades of the Twentieth Century and lived in for 94 years by members of one these families, this building has interest, integrity and character and reflects Santa Clara's heritage.

3. The property is associated with an important individual or group, who contributed in a significant way to the political, social, and/or cultural life of the community.

Owned for 94 years by people directly related to the early Portuguese immigration from Madeira and the Azores Islands to Santa Clara, this building is associated with one of the first immigrant families from Madeira, the Freitas family, who settled in Santa Clara in the early Twentieth Century. They and this hard-working immigrant group not only contributed to the economic life of community but for decades members of this Portuguese community made significant contributions to the town's political, social and cultural life.

5. A building's direct association with broad patterns of local area history, including development and settlement patterns, early or important transportation routes or social, political, or economic trends and activities.

As the town's population grew at the turn of the 20th Century, the residential growth necessary to accommodate the influx of working-class families, areas in Santa Clara were newly subdivided into onto smaller lots, such as the half block where the subject property is located. One of the first homes built on this half of the block, it was constructed as working-class housing in an area where, at the time it was constructed, Portuguese immigrant families were settling. Over the ensuing years, this building provided shelter for one of these immigrant working-class families and reflects the pattern of this area's development.

The subject property does meet Criteria 1, 3 and 5 for Historically or Cultural Significance of the City of Santa Clara Criteria for Local Significance. However, it does not meet Criteria 2 or 4 for Historically or Cultural Significance.

Criteria for Architectural Significance:
To be architecturally significant a property must meet at least one of the following criteria:

1. The property characterizes an architectural style associated with a particular era and/or ethnic group.

The residence at 1365 Main Street was constructed in 1911-1912, and designed as a Craftsman Bungalow in a vernacular version of the cross-gabled roof subtype of the Craftsman architectural style. The Craftsman Architectural style has a low-pitched roof that can

(Continued on page 12, Form 523L)

(Continued from page 11, Form 523L)

either be front-gabled, side-gabled, or cross-gabled with cross-gabled roofs making up one-fourths of Craftsman houses. This style has wide overhanging eaves, usually with exposed rafters, decorative brackets (knee braces) under the rake eaves and a front or corner porch with columns that support the porch roof. Its doors and windows are similar to those used in vernacular Prairie houses, with two or more windows often grouped together in one assembly. The Craftsman Bungalow version of this style typically is characterized by being a one-story house with one or more broadly pitched gables. The Craftsman style originated in southern California" and is associated with a particular era in that, according to McAlester "this was the dominant style for smaller homers built throughout the country during the period from about 1905 until the early 1920s and it "rapidly faded from favor after the mid-1920s."

The subject property does meet Criterion 1 for Architectural Significance of the City of Santa Clara Criteria for Local Significance. However, it does not meet Criteria for Architectural Significance 2, 3, 4, 5, 6 or 7.

Criteria for Geographic Significance:
To be geographically significant a property must meet at least one of the following criteria:

1. A neighborhood, group or unique area directly associated with broad patterns of local area history.

The subject property is located within the area of Santa Clara known as the "Old Quad" neighborhood, an area that reflects the history of the city's development since its time as the site of Mission Santa Clara de Asis, The specific portion of the "Old Quad" in which it is located, became an area mainly settled by Portuguese immigrants from Madeira and the Azores Islands in the first two decades of the 20th Century. The simple homes constructed on the lots that were being newly created during that time, like the Manuel and Josephine Freitas residence at 1365 Main Street, were the perfect small dwellings to accommodate the influx of these new working-class residents. These historic residential properties contribute to the historic setting that reflects the neighborhood's role in the broad patterns of Santa Clara's early development.

The subject property does meet Criterion 1 for Geographic Significance, of the City of Santa Clara Criteria for Local Significance. However, it does not meet Criteria for Geographic Significance 2, 3 or 4.

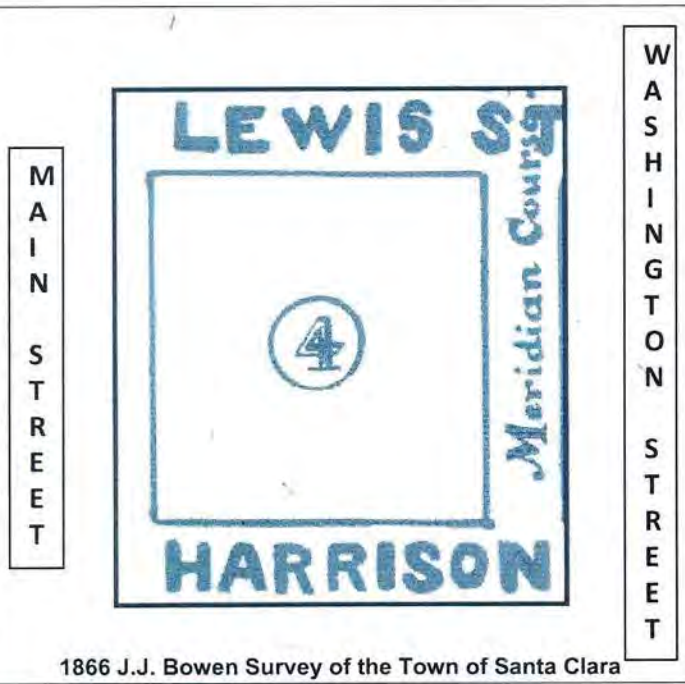
Criteria for Archaeological Significance:

As the property at 1365 Main Street contains no known or unknown prehistoric or historic archaeological resources, it would not be Archaeologically Significant under any of the five of the City of Santa Clara's Criteria for Archaeological Resources. However, should any prehistoric or historic archaeological resources be uncovered in the future, this would be subject to change.

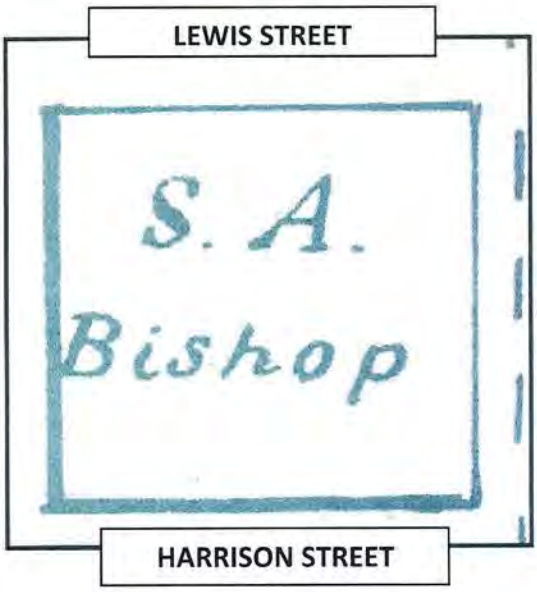
Conclusions and Recommendations

Currently, this property is on The City of Santa Clara Architecturally or Historically Significant Properties list. In this update of the December 28, 1980, Historic Resources Inventory for the City of Santa Clara. the evaluator finds that no alterations have been made since the time of its designation as a historically significant home. It continues to be a nice example of a Craftsman Bungalow designed in a vernacular version of the cross-gabled roof subtype of the Craftsman architectural style and to retain sufficient integrity to qualify as a historic property. Thus, the property at 1365 Main Street appears to continue to be, based on compliance with the National Register of Historic Places Criteria, the California Register of Historic Resources Criteria and the City of Santa Clara's Local Significance Criteria, eligible for listing on the City of Santa Clara Architecturally or Historically Significant Properties List.

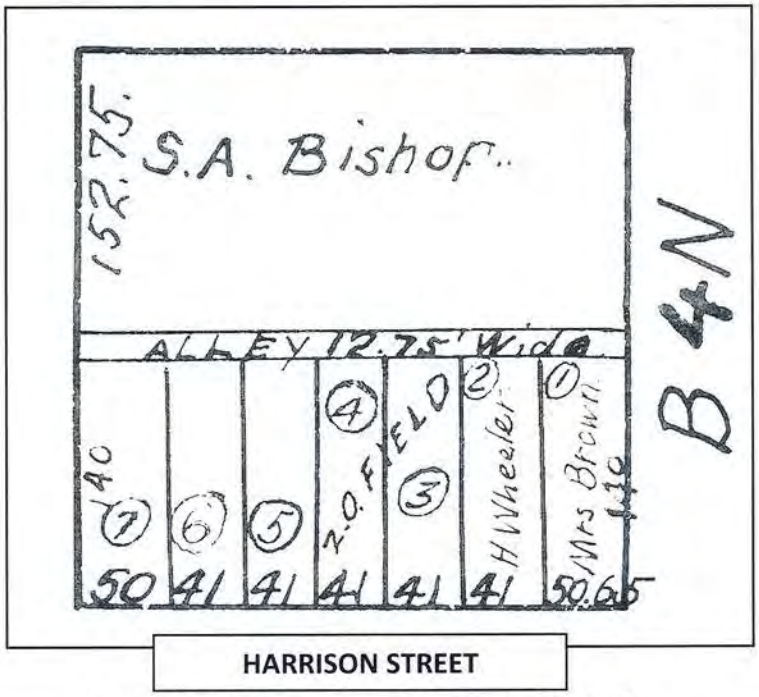
HISTORIC MAPS



1866 J.J. Bowen Survey of the Town of Santa Clara



Plat of Santa Clara circa 1873-75

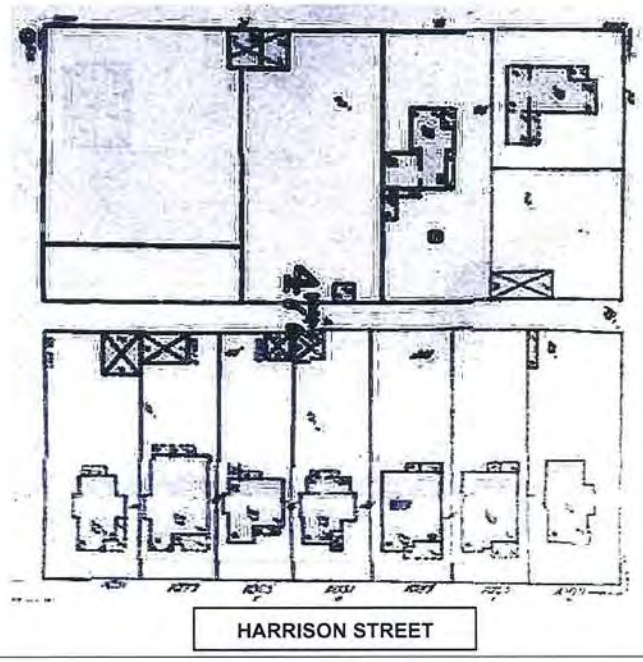


Dec. 1893 C.E. Moore Map of the Town of Santa Clara

SANBORN FIRE INSURANCE MAPS

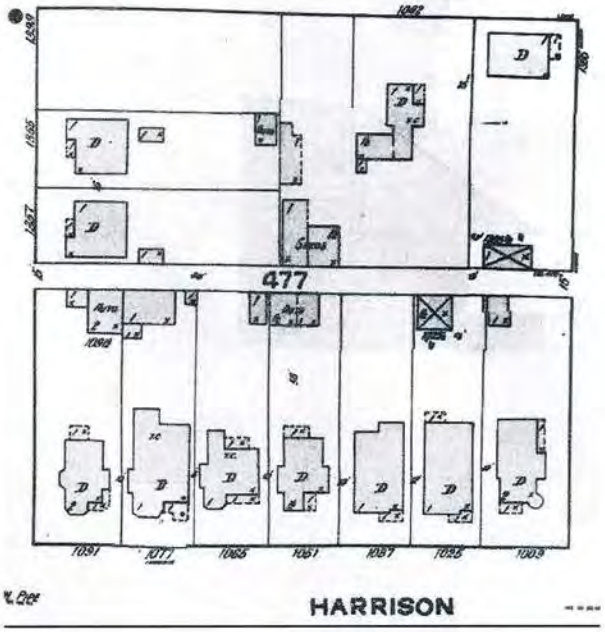
1891 SANBORN MAP

1901 SANBORN MAP

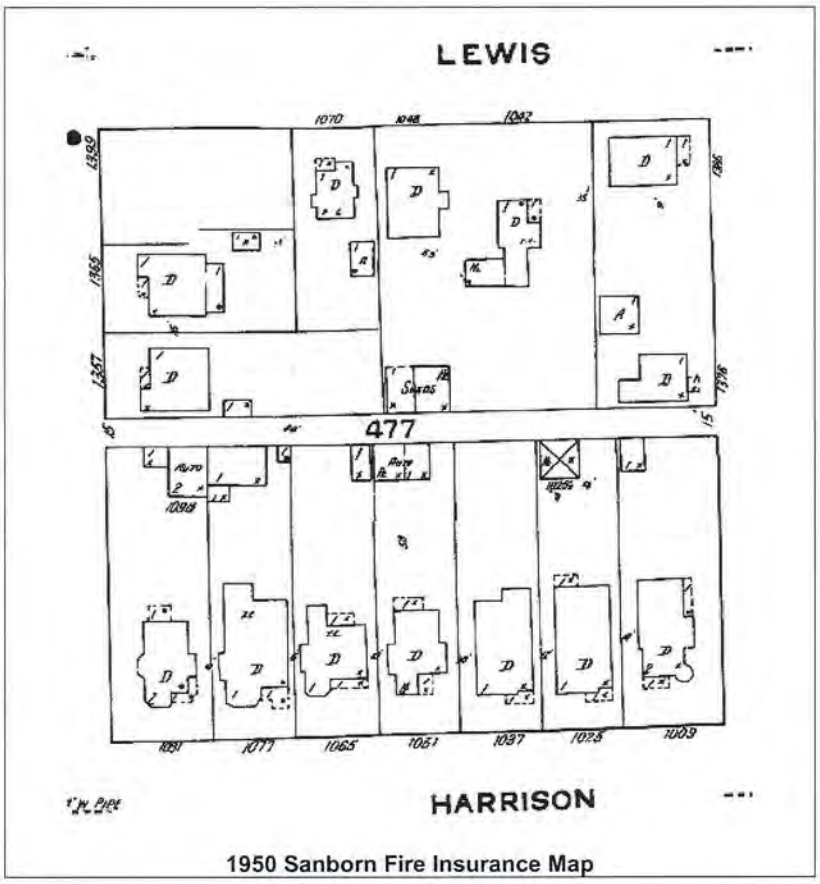


1915 SANBORN MAP

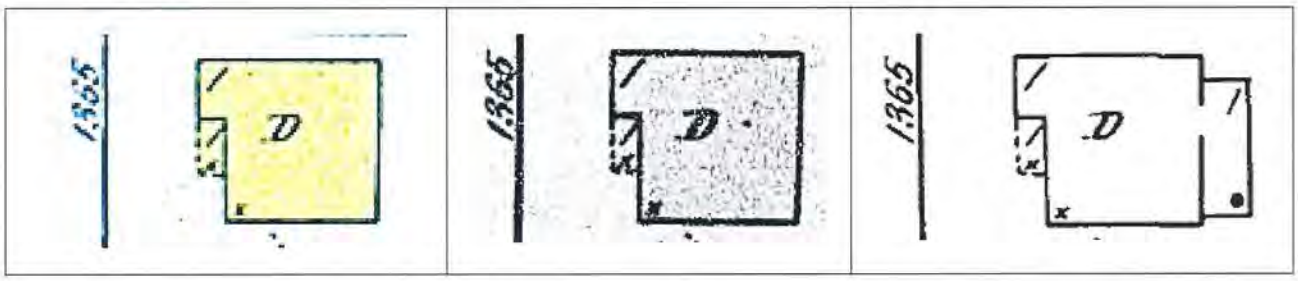
1930 SANBORN MAP



SANBORN FIRE INSURANCE MAPS



1950 Sanborn Fire Insurance Map



1915 **1930** **1950**

1365 Main Street

SANBORN FIRE INSURANCE MAPS 1915 – 1950

HISTORIC PHOTOS

Photo Courtesy Julie Wagner

L - R: Rosa, Louis and Manuel Freitas pictured in front of their home at 1365 Main Street in the early 1940s.

HISTORIC PHOTOS
LOUIS and LORRAINE FREITAS

LOUIE FREITAS
Leads Santa Clara

Mt. View, Santa Clara Meet In Evening Contest

By JOHN CALLAHAN.

Some of the best football of the season will be played this afternoon and evening as three teams tied for the Santa Clara Valley Athletic league lead battle in out in the season's finale.

Two seniors start for the Panthers in the backfield, Louis Freitas and Joe Gama, while Sophomore Mike Garzoni opens at fullback and Jack Ware at right half, replacing Larry Freitas.

San Jose Mercury Herald November 17. 1939

Lorraine Freitas, August 1952

Lorraine Freitas in her home, crocheting baby blankets, 100 years old. June 2017

HISTORIC PHOTOS

1365 MAIN STREET

April 12, 1979

January 1998
Above: 1998 photo shows Lorraine Freitas standing at the end of the driveway.

Additional Photos

1365 Main Street **1070 Lewis Street**

Above: 2021 Google aerial view of the north section of the block showing the subject property and the adjacent residences. Note the common setbacks from the street and the absence of street trees on this portion of Main St.

Shown to the right is an aerial view showing the residence at 1365 Main Street in the lower left and 1870 Lewis Street in the upper right and the layout of both properties on the same L-shaped lot. The large residence in the upper left is 1074 Lewis Street constructed in 1994 when the original large square lot was divided into the L-shaped lot and the lot this house is located on.

Additional Photos

Photo No: 100_2900; View: N side-elevation and garage facade;
Photo Date: December 2021; Camera Facing: East

Photo No: 100_2905
View: Rear façade;
Photo Date: November 2021; Camera Facing: WSW

Photo No: 100_2909
View: Rear façade, view towards street;
Photo Date: December 2021; Camera Facing: WSW

Additional Photos - South side-elevation

Photo No: 100_2911
View: Partial S side-elevation & partial rear façade; Photo Date: December 2021; Camera Facing: W

Photo No: 100_2915
View: Partial S side-elevation (1960s front addition); Photo Date: December 2021; Camera Facing: W

Additional Photos - Entries

Photo No: 100_2930
View: Front entry (Original); Photo Date: December, 2021
Camera Facing: ENE

Photo No: 100_2921
View: Rear entry (believed original); Photo Date: December, 2021
Camera Facing: WSW

Photo No: 100_3005
View: Rear entry – (addition); Photo Date: December, 2021
Camera Facing: W

Photo No: 100_2005
View: Basement entry; Photo Date: December, 2021
Camera Facing: WSW

Additional Photos – Eave and Trim Details

Photo No: 100_2916
View: S Side Gable, unenclosed eaves and knee braces;
Photo Date: December, 2021; Camera Facing: NNE

Photo No: 100_2897
View: Front Gable; Photo Date: December, 2021
Camera Facing: ENE

Photo No: 100_2896; View: Verge board on rake eave (Front);
Photo Date: December, 2021
Camera Facing: ENE

Left – Photo No: 100_2917
View: Front Porch roof trim; Photo Date: December, 2021
Camera Facing: SSE

Right – Photo No: 100_2931
View: Front Porch entry trim & shed roof eaves with exposed rafters;
Photo Date: December, 2021
Camera Facing: SSE

Additional Photos – Windows

Above: Front casement windows (Original) - Photo No: 100_2895; Below: 1960s Addition Front casement windows; Photo No. 100_2893; Camera Facing ENE

View: Left – N side-elevation casement windows (original) - Photo No: 100_2925.

Below: Photo No. 100_2923; N side-elevation pair of dbl-hung windows.

Photos Date: December, 2021; Camera Facing: SSE

Above: Photo No: 100_2924
View: S side-elevation ribbon of 3 double-hung windows; Photo Date: December, 2021; Camera Facing: NNW

Above: Photo No: 100_2925; N side-elevation basement window; Photo Date: December, 2921; Camera facing SSE

Left: Photo No: 100_2005
View: S side-elevation pair of dbl-hung windows (original); Photo Date: December, 2021; Camera Facing: NNW

Right: Photo No. 100_2912; S side-elevation single double-hung window.

Photos Date: December, 2021; Camera Facing: NNW

Additional Photos - Garage and Rear Yard

Photo No: 100_2901
View: Garage Front; Photo Date: December, 2021
Camera Facing: ENE

Photo No: 100_2903
View: Garage – S side-elevation Photo Date: December, 2021
Camera Facing: NNW

Photo No: 100_2904
View: Rear yard – view toward E property line;
Photo Date: December, 2021; Camera Facing: ENE

Photo No: 100_2902
View: Small accessory dwelling; Photo Date: December, 2021
Camera Facing: E

Additional Photos – View of Original Exterior Wall and House Cladding (now Interior Wall)

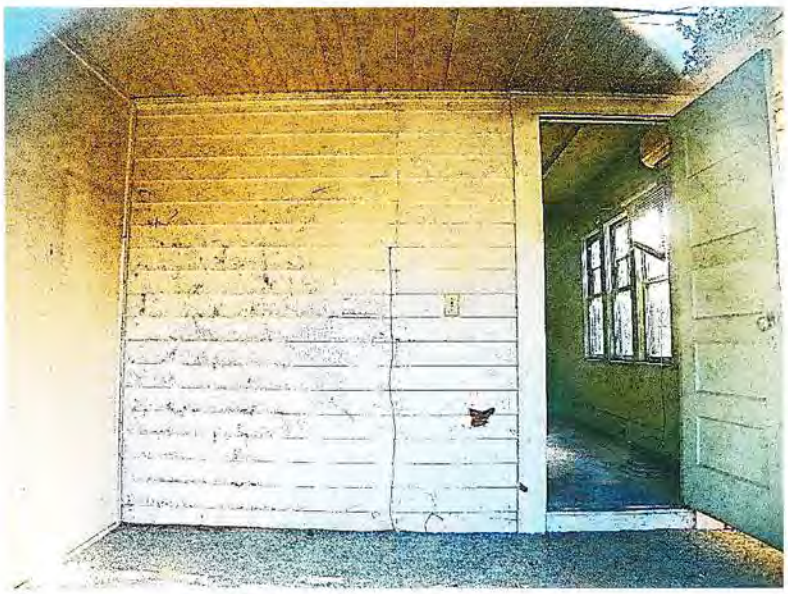


Photo No: 100_2962
View: Interior Original exterior wall enclosed when front porch altered post-1960 ; Photo Date: January 2022; Camera Facing: W

Photo No: 100_2965
View: Interior Original exterior wall enclosed & interior of addition constructed when front porch altered post-1960 ; Photo Date: January 2022; Camera Facing: W

1365 MAIN STREET
SANTA CLARA, CA 95050

CONDITION ASSESSMENT AND TREATMENT PLAN

APN 269-05-082
CITY OF SANTA CLARA PROJECT #PLN 21-15422
PREPARED FOR THE CITY OF SANTA CLARA

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May 5, 2023

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CONDITIONS BY ELEVATION/PLAN ..... A

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SCDC ARCHITECTURAL DESIGN PLANS ..... F

PURPOSE

This report has been prepared for the City of Santa Clara Planning to establish the existing conditions and treatment recommendations regarding the main residence at 1365 Main Street, Santa Clara, CA 95050.

The property consists of a .22-acre parcel with two single-family homes, two independent garage structures, and an accessory building. The property will be subdivided. Only the main house at 1365 Main Street is of historical value. The accessory and detached garage structures will be demolished. A garage with an ADU above will be built on the parcel for 1070 Lewis Street. A new single story detached garage will be built at 1365 Main Street.

The main house at 1365 Main Street meets criterion for local significance within the City of Santa Clara being part of the area known as the 'Old Quad' neighborhood.

The property is on the City of Santa Clara's historically significant properties list. It is a nice example of the vernacular Craftsman, cross gable architectural style.

The subject property is owned by Pear Street Investments, the current property consists of one parcels. The historic home will be renovated to maintain its historic character and a new detached garage will be added.

This report includes a conditions assessment and treatment recommendations based on the conditions observed.

METHODOLOGY

Robson Homes architectural staff has conducted several site visits to 1365 Main Street, Santa Clara, California. Photo documentation of all existing interior and exterior conditions have been performed for evaluation of existing historic conditions as needed. Robson Homes architectural staff worked to prepare:

- Accurate field measurements.
- Digital images were collected as part of the field survey.
- DPR form prepared by consultant and has been reviewed, DPR FORM, LORI GARCIA, BEYOND BUILDINGS, APPENDIX B
- And a Secretary of the Interior Standards Compliance Review has been prepared and reviewed, SECRETARY OF STANDARDS, COMPLIANCE ASSESSMENT, TRENOR HL, APPENDIX C
- A window survey and assessment has been prepared by TRENOR HL and reviewed, WINDOW SURVEY AND ASSESSMENT, APPENDIX D
- An evaluation of the building structure by a qualified structural engineer has been performed and reviewed, SITE VISIT REPORT, GOUVIS ENGINEERING, APPENDIX E
- A local historic architect has evaluated the historic character of the existing structure and prepared plans with proposed modifications to the existing structure, SCDC ARCHITECTURAL PLANS, APPENDIX F

This condition, assessment and treatment recommendation report has been prepared upon review of the above consultant documents. Based on these consultant documents, an in-house evaluation of the homes initial historic character and significant elements were assessed and treatment recommendations have been prepared as part of this report.

EXISTING CONDITION DEFINITIONS

Unknown (U)

The assembly or feature was not accessible for assessment or not enough information is available to make an evaluation. Unknown conditions which are observed in the field during construction shall be evaluated by the historic architect and the Robson restoration team for historical value and context. Upon review of the existing condition appropriate repairs or remediations will be developed which are compatible with the character of the building. These actions will be reviewed by the historic architect.

Poor (P)

The building feature or element is in poor condition. The element is deteriorated, damaged or missing. The feature or components of the feature have deteriorated more than 30% of the component. The parts or element shows signs of imminent failure. The component is no longer performing the intended purpose.

Fair (F)

The building feature or element is in fair condition. There are signs of failure in part or the whole of the building component. The parts or component are performing their intended purpose but show signs of failure due to deferred maintenance or damage.

Good (G)

The building feature or element is in good condition. The element is structurally sound and performing the intended purpose and does not show signs of failure. Good components can still require maintenance but do not show signs of failure.

EXISTING CHARACTER DEFINING FEATURES & EVALUATION

The character defining features of the building will be discussed in this section and recommendations shall be made to rehabilitate these components in later sections.

The significant components defining the character of this building based on consultant reports include:

1. Roof form and shape
2. Roof eave size and characteristics
3. Eaves and rafter tails
4. Decorative barge board
5. Knee braces
6. Windows, window frames and window trim
7. Entrance
8. Stucco

Roof form and shape

The roof form is a defining feature of architectural character of this building. The cross gable creates a repetitive roof pitch and element tying the front and side elevations together. The cross gable is in **good** condition. Specific components of the roof form are evaluated in the attached CONDITIONS BY ELEVATION/PLAN exhibit. No treatment recommendations are required to maintain the roof form and shape unless additional changes are proposed.

Roof eave size and characteristics

The roof eave size is a unique defining characteristic of the vernacular Craftsman. The roof eaves are open, and the rafter tails are exposed. The rafter tails are in **good** overall condition protected from rain and sun by a gutter. Specific components of the roof eaves are evaluated in the attached CONDITIONS BY ELEVATION/PLAN exhibit. See the TREATMENT RECOMMENDATIONS Wood and Paint sections for how to maintain and rehabilitate the roof eave as needed.

Decorative bargeboard

Decorative bargeboards consist of a four plane barge with a floating trim wrapping under each knee brace. This unique historic element appears original and in **good** condition overall. The bargeboard ends typically show signs of dry rot and are in **poor** condition. Specific components of the decorative barge are evaluated in the attached CONDITIONS BY ELEVATION/PLAN exhibit. General recommendations shall be made for field evaluation by the contractor and painter during construction. The top flat surface of the floating trim shall be checked for dry rot and repairs made on an as needed basis prior to painting the surface. See the TREATMENT RECOMMENDATIONS Wood and Paint sections for how to maintain and rehabilitate the decorative bargeboard as needed.

Knee braces

The knee braces are a historic feature common for the vernacular Craftsman, cross gable architectural style. The knee braces are in **good** overall condition. Specific components of knee braces are addressed in the attached CONDITIONS BY ELEVATION/PLAN exhibit. General recommendations are made for the contractor and painter during construction. The top flat surface of each brace shall be check for dry rot and repairs made on an as needed basis prior to painting the surface. See the TREATMENT RECOMMENDATIONS Wood and Paint sections for how to maintain and rehabilitate the knee braces feature as needed.

Windows, window frames and window trim

A detailed survey and assessment was performed for every existing and proposed window for the project by Treanor HL. Any additional window assessment of existing and proposed window features would be repetitive. Specific components of entrance features are evaluated in the attached WINDOW SURVEY AND ASSESSMENT by Treanor HL. The window conditions vary from **poor** to **good**. See the TREATMENT RECOMMENDATIONS Wood and Paint sections for how to rehabilitate existing windows to remain. See treatment recommendation in the WINDOW SURVEY AND ASSESSMENT REPORT.

Regarding window trim, the existing exterior window trim at windows shall be removed and salvaged for reuse at new windows, when feasible. If the trim is in poor condition upon removal, the profile and size of the trim shall be matched and replaced.

Entrance

The entrance is a defining feature of architectural character of this building. The opening and dropped beam and bead board ceiling are part of the buildings historic character and should be restored. Specific evaluation of other entrance features are made in the attached CONDITIONS BY ELEVATION/PLAN exhibit. The entrance is in overall **good** condition.

Stucco

The stucco was added to this building in the 1940s. Various remodels were performed since the structure was built. The stucco texture and patching were consistent based on site observations. The stucco will be retained as part of the proposed restoration and will be repaired to match existing where required. The stucco as an assembly is in **fair** condition. Stucco has minor cracking. Specific evaluation of stucco elements/locations are made in the attached CONDITIONS BY ELEVATION/PLAN exhibit.

GENERAL FEATURE CONDITION TO PRESERVE THE RESIDENCE

There are several general features of the building which require maintenance to preserve and enhance the historic character defining features of the building.

The general features requiring evaluation for the preservation and the enhancement of the historic character features include:

1. Site
2. Structure
3. Roof
4. Stucco (addressed previously)
5. Gutters and downspouts
6. Flashings
7. Mechanical, electrical and plumbing

See the GENERAL RECOMMENDATIONS section for recommended actions to address common issues and provide strategies. These recommendations will help preserve the historic building.

Site

The overall site features have little historic value. Due to time, planters have a tendency to build up organic material over time around the perimeter of the building. This puts older buildings at increased risk for water damage, dry rot and insect infestations. The site is in **fair** condition.

Structure

Older buildings often have structural issues related to settlement and structural deterioration. A survey was performed of the visually accessible portions of the structure by Gouvis Engineering of the existing structure. The existing structure is in **fair** condition based on an observation of the subfloor/partial basement area and the attic. The condition of bearing walls is **unknown**. Additional recommendations and repair work will likely be required as demolition of interior work occurs. The structural engineer will prepare structural drawings and calculations to the city for the home addition, interior remodel and new garage. Specific components of the structure are evaluated in the attached CONDITIONS BY ELEVATION/PLAN exhibit.

Roof

The roof form is a defining feature of architectural character of this building. The cross gable creates a repetitive roof pitch and element tying the front and side elevations together. The existing composition shingles are 30 plus years old. The existing composition shingle roof is in **poor** condition. It may be difficult to match the existing roof material. More importantly, however, the roofing material should be replaced. Specific components of the roof are evaluated in the attached CONDITIONS BY ELEVATION/PLAN exhibit.

Gutters and Downspouts

The existing gutters and downspouts are in **poor** condition. The downspouts are undersized at most location based on the gutter size. New gutters were added within the last 20 years, but the downspouts were not replaced. The gutters are not historical significant elements, but are required for general protection of the historic building façade and roof eaves from rain and splash up. Specific components of the gutters and downspouts are evaluated in the attached CONDITIONS BY ELEVATION/PLAN exhibit.

Flashings

The roof and gable flashings are **poor** with minimal use and are generally missing. Specific components of the flashing are evaluated in the attached CONDITIONS BY ELEVATION/PLAN exhibit.

Mechanical, electrical and plumbing

The mechanical, electrical and plumbing systems are in **poor** condition. These systems are in need of replacement to prevent failure and support habitable use of the structure. Specific components of the mechanical, electrical, and plumbing are evaluated in the attached CONDITIONS BY ELEVATION/PLAN exhibit.

TREATMENT RECOMMENDATIONS FOR CHARACTER DEFINING FEATURES

The treatment recommendations outlined below are intended to preserve the character defining elements of the original structure. Recommendations will prolong the useful life of the historic elements and preserve the overall character of the building. All damaged or deteriorated historic elements shall be repaired when possible. If replacement is required historic elements shall be replaced in-kind. Historic element treatment recommendations are covered first. Then general building recommendations are covered.

Historic Element Treatments

Wood - Roof Eaves, Decorative Bargeboard, Knee Braces, and Window Trim

Extra care is required in the treatment of the buildings wood features. During rehabilitation decorative wood features should be evaluated visually by the painter and through the use of an awl or equivalent tool. A visual inspection involves:

1. Looking for missing wood and voids in wood components
2. Identifying potential issues visually:
    a. Paint pealing;
    b. Wood cracking;
    c. Wood or paint is discolored.

All horizontal planed woods and woods showing potential signs of decay should also be tested.

Testing wood with an awl involves establishing a base line for testing. To establish a base line, consistent pressure is applied on wood trim in good condition and observing the depth of penetration if any. When the awl with consistent pressure penetrates deeper than the baseline test area, the area should be marked with paint for repair. The edge of damaged wood should be marked with paint as well.

Most rotted wood repairs can be made with filler or epoxy. Care should be taken to match preserved elements shape, size, and character. Damaged wood material should be removed until sound supporting wood can be found. Follow the exterior filler/epoxy manufacturer's instruction. All wood filler should be sanded smooth, primed, and painted upon repair/restoration.

Areas where sound wood does not exist to support the epoxy/filler, the wood should be patched using the same decay resistant wood species with similar graining as the original. This work requires an experienced exterior trim carpenter. Below are the standard steps:

1. Remove the damaged section: If a splice is deemed appropriate, the next step is to remove the damaged section of wood. This can be done using a saw or other cutting tool, and care should be taken to ensure that the cut is clean and straight.

2. Prepare the new section of wood: The new section of wood should be prepared to match the existing wood as closely in profile, species, and graining as possible. This may involve planing or sanding the wood to the correct thickness and shaping it to match the existing wood's profile.
3. Cut the splice: The splice should be cut into the new section of wood using a scarf joint or other appropriate method. The splice should be cut at an angle to ensure that it fits tightly and securely into the existing wood.
4. Apply adhesive: Once the splice has been cut, an adhesive should be applied to the surfaces of the splice and the existing wood. This will help to ensure a strong and secure bond between the two pieces of wood.
5. Install the splice: The splice should be installed into the existing wood, with care taken to ensure that it fits tightly and securely. Clamps or other devices may be used to hold the splice in place while the adhesive dries.
6. Finish the repair: Once the adhesive has dried, the repair can be finished by sanding or planing the wood to the correct profile and applying any necessary finishes or coatings.

Should a visible structural element or a larger historic element need repair vs. replacement, the use of concealed and covered fasteners is acceptable. The additional steps are outlined below:

1. Choose the appropriate fasteners: The type of mechanical fasteners you choose will depend on the type of wood you're working with and the specific repair you're making. For example, screws may be more appropriate for some repairs than nails.
2. Determine the placement of the fasteners: The placement of the fasteners is critical to ensuring that the repair is effective and minimally intrusive. Fasteners should be placed in areas where they will not be highly visible and where they will not compromise the structural integrity of the wood.
3. Pre-drill holes: To avoid splitting the wood, it's important to pre-drill holes for the fasteners. The holes should be slightly smaller than the diameter of the fastener.
4. Install the fasteners: The fasteners should be installed carefully and securely, without over-tightening or damaging the wood.
5. Finish the repair: Once the fasteners have been installed, the repair can be finished by sanding or planing the wood to the correct profile and applying any necessary finishes or coatings.

Should a visible structural element or a larger historic element need replacement, these steps are outlined below:

1. At demolition, multiple profiles should be preserved of the wood element to be replaced. Photos including a scale should be used to document the wood profile and shape prior to removal and after removal.
2. A matching piece of wood for the trim should be milled based on the historic profile.
3. Prime and install replacement historic piece of trim during reconstruction.

TREATMENT RECOMMENDATIONS FOR GENERAL FEATURES

Paint

Paint can in historic buildings conceal or diminish historic elements when excess paint has been applied. The historic wood details are not so fine in nature that the existing paint should be removed and the building repainted. Instead the building should be prepped for painting similar to any building being repainted. The main difference being an extra level of care should be utilized to prepare the building for new paint. The following steps are recommended:

1. Clean all exterior surfaces by wiping them down thoroughly.
2. Remove all loose paint to reach a sound substrate.
3. Sand all surfaces to create a good bond and a smooth finish.
4. Clean all exterior surfaces by wiping them down thoroughly.
5. Fill voids and prepare all surfaces for priming, taking care to follow appropriate protocols for wood, stucco, gutters, or other materials.
6. Apply an appropriate primer based on the material of the surface.
7. Paint with an exterior-approved paint to enhance the historic character of the building.

It is important to note that this process should be carefully evaluated and colors selected based on its compatibility with the historic fabric of the building, as well as its effectiveness in preserving historic elements. Working with a preservation expert or professional contractor experienced in historic restoration is recommended to ensure that the treatment options are appropriate and do not cause damage to the historic fabric of the structure.

Caution

Working with lead-based paint can pose a serious health hazard, so it is important to take appropriate precautions when dealing with it. Here are some cautions to add to the recommended treatment option:

1. Since the building was built before 1978, it is likely to contain lead-based paint, which can pose a health risk if it is disturbed. Before beginning any work on the building, it is recommended to have a certified lead inspector test for lead and follow all necessary lead-safe work practices.
2. If lead-based paint is present, workers should wear appropriate personal protective equipment, such as respirators and disposable coveralls, to prevent the inhalation or ingestion of lead dust.
3. The sanding, scraping, or otherwise disturbing of lead-based paint can create lead dust, which is toxic if inhaled or ingested. It is important to take measures to minimize the creation of dust, such as using wet sanding methods or a HEPA vacuum to capture dust.
4. Proper containment measures should be used to prevent lead dust from spreading beyond the work area. This may include plastic sheeting or other barriers.
5. All waste and debris generated from the work should be handled as hazardous waste and disposed of properly in accordance with applicable regulations.

6. Workers should wash their hands and clean their clothing and equipment thoroughly after working with lead-based paint.
7. It is important to work with a contractor or professional who is experienced in working with lead-based paint to ensure that all necessary precautions are taken and that the work is done safely.

Gutters and downspouts

Based on observations, gutters were added or modified multiple times in the homes history, gutters are necessary to protect the structure from water damage in this climate area. Based on the available limited information and resources, below are the recommended treatment options for the historic house gutters:

1. Since gutters are deemed necessary, select a gutter material and style that is compatible with the historic character of the building. Bonderized painted metal gutters are appropriate if carefully evaluated and installed in a way that is compatible with the historic fabric of the building.
2. The gutter installation should be in a way that is compatible with the historic fabric of the building and does not cause damage to the structure. This may involve working with a professional contractor experienced in historic restoration. A decision on the appropriate treatment of barge board ends and gutters should be determined by the architect of record. There were multiple solutions visible on the building.
3. Trees, shrubbery should be cut back from the gutters and downspouts. Gutter debris, gutters, and downspouts should be removed regularly as part of future maintenance.
4. Gutters and downspouts and diverters should be utilized to direct water away from the building to protect the building and the historic character of the building.

Stucco

Stucco finish is consistent, some cracking is visible. Stucco was applied over existing siding material down to finish hard surfaces or earthen grade.

Here are some additional guidelines for working with a later addition of stucco:

1. Compatibility: The stucco contractor should ensure that the new stucco material is compatible with any existing stucco on the house. Since the existing stucco is in good condition, the contractor can match the new stucco to the existing stucco in terms of texture and color.
2. Texture and finish: If an alternative texture and finish is desired, the style selected should take into account the overall style of the house when determining the texture and finish of the new stucco. The entire house can be treated with a finish coat of stucco to achieve a cohesive texture and finish.
3. Color: The stucco color should complement the existing color scheme of the house. If the house has a more neutral color palette, a warm beige or light brown may be appropriate for the stucco. If the house has more vibrant colors, the stucco color should be chosen to complement those colors.

4. Repairs: the existing stucco is in need of repair based on penetrations, repairs required, etc. At these locations, the stucco contractor should use a matching stucco mixture to ensure a seamless repair. The contractor should also be careful to match the texture and finish of the surrounding stucco if the original texture is being maintained.
5. Protection: To protect the stucco from the elements, the stucco contractor may recommend adding an admixture and finish to the stucco. The addition of acrylic paints and additives will reduce cracking and enhance the longevity of the stucco.

A stucco contractor who has experience working with historic buildings and understands the unique challenges of stucco repair will be best equipped to handle a project like this.

Site

The site surrounding the building has no historic elements or significance. Multiple improvements have damaged the historic character of the building and should be changed. Below are some site specific treatment recommendations for the historic building:

1. Landscaping: Remove landscaping plants against or on the structure. Consider landscaping options that will enhance the historic building. This could include planting trees, shrubs, or flowers that are historically appropriate for the area or that complement the architectural style of the building.
2. Hardscaping: Remove hardscape elements that drain toward the historic building. Add hardscaping elements like walkways, patios, or seating areas that will enhance the use of the site and complement the building's historic character. Consider using materials that are historically appropriate, such as brick, stone, or concrete pavers.
3. Drainage: Ensure that drainage away from the building is carefully addressed to prevent water damage. Area drains and slopes away from the building should be added as needed. Consider installing gutters and downspouts, or other drainage solutions to channel water away from the building and into appropriate drainage areas.
4. Lighting: Consider adding lighting to the site to enhance the building's historic character and improve safety and security. Use fixtures and styles that are historically appropriate and complement the architectural style of the building.

All of these site recommendations should be tailored to meet the unique needs and character of the historic building and the site on which it is located while also ensuring that the site is functional and safe for the future residents.

Roof

The existing roof is an asphalt composition shingle roof. Asphalt composition shingles have traditionally been considered a suitable replacement for traditional wood shake roofs on historic homes. They can provide a similar aesthetic while offering the benefits of modern roofing technology, such as improved durability and fire resistance to protect the life safety of the occupants.

The existing asphalt composition is in poor condition and no longer protects the structure from water damage in multiple locations. Roof materials should be selected to replicate historically appropriate wood shake materials.

It is also important to consider the long-term maintenance and repair needs of any roofing material. Asphalt composition shingles will still require periodic maintenance and may eventually need to be replaced.

Working with a professional contractor experienced in historic restoration and roofing is recommended to ensure that the selected materials and installation methods are appropriate and compatible with the historic fabric of the property.

SPECIFIC CONDITIONS AND RECOMMENDATIONS

Photo 1

Phase: Struct. Design/Construction

Comments: Structural floor sheathing is failing in some location. During demolition, material and locations should be evaluated for decay. Decayed or failing 1 x 6 sheathing to be removed between joists and replaced with an equivalent thickness exterior grade plywood with an appropriate span rating. Structural engineer should provide a detail.

Photo 2

Phase: Struct. Design/Construction

Comments: In the remodeled area, wood piers and plates are bearing directly on soil. Current standards call for a minimum of 8 inches clearance between soil and wood framing. Some piers are unsupported. Shore and provide a concrete footing/piers as required by structural engineer.

Photo 3

Phase: Demolition/Construction; Plumbing, Electrical, and HVAC

Comments: The current plumbing system is failing. The entire system needs replacement. In addition, the electrical and HVAC system are inadequate for modern living and require full replacement.

Photo 4

Phase: Design/Demolition/ Construction

Comments: This awkward floor transition is in the existing Family Room due to an earlier remodel. To eliminate this trip and fall hazard, the lower floor should be furred and sheathed to the same level as the higher floor. The interior door threshold will be removed for the same reason.

Photo 5

Phase: Design/Demolition/ Construction

Comments: The current electrical service appears to be 100 to 125 AMPs. This is likely inadequate, but should be verified with a licensed electrician. If so, it is recommended the electrical service be located to a less visible location on the South Elevation of the building.

Photo 6

Phase: Demolition/Construction

Comments: Termite damage is evident. Upon completion of wall plaster demolition, all exposed wood framing members should be evaluated, replaced as needed, and the structure treated as needed.

Photo 7

Phase: Demolition/Construction

Comments: Termite damage is evident. Upon completion of wall plaster demolition, all exposed wood framing members will be evaluated, replaced as needed, and the structure treated as needed.

Photo 8

Phase: Demolition/Construction

Comments: Water damage is evident. Upon completion of paneling demolition, all exposed framing members will be evaluated and replaced as needed.

Roof replacement will elevate any future issue.

Photo 9

Phase: Design/Construction, Windows 1-7, Additional recommendations

Comments: Window trim and putty has a specific profile. Window repair and glazer should maintain the same flat ogee trim/putty profile.

Photo 10

Phase: Design/Construction, Windows 1-7, Additional recommendations

Comments: Original window eye/bracket assembly to lodge window open during hot days appears intact in multiple locations, see photo 11 as well. Clean, repair, and replace as needed.

Photo 11

Phase: Design/Construction, Windows 1-7, Additional recommendations

Comments: Original window eye/bracket assembly to lodge window open during hot days appears intact in multiple locations, see photo 10 as well. Clean, repair, and replace as needed.

CONCLUSION

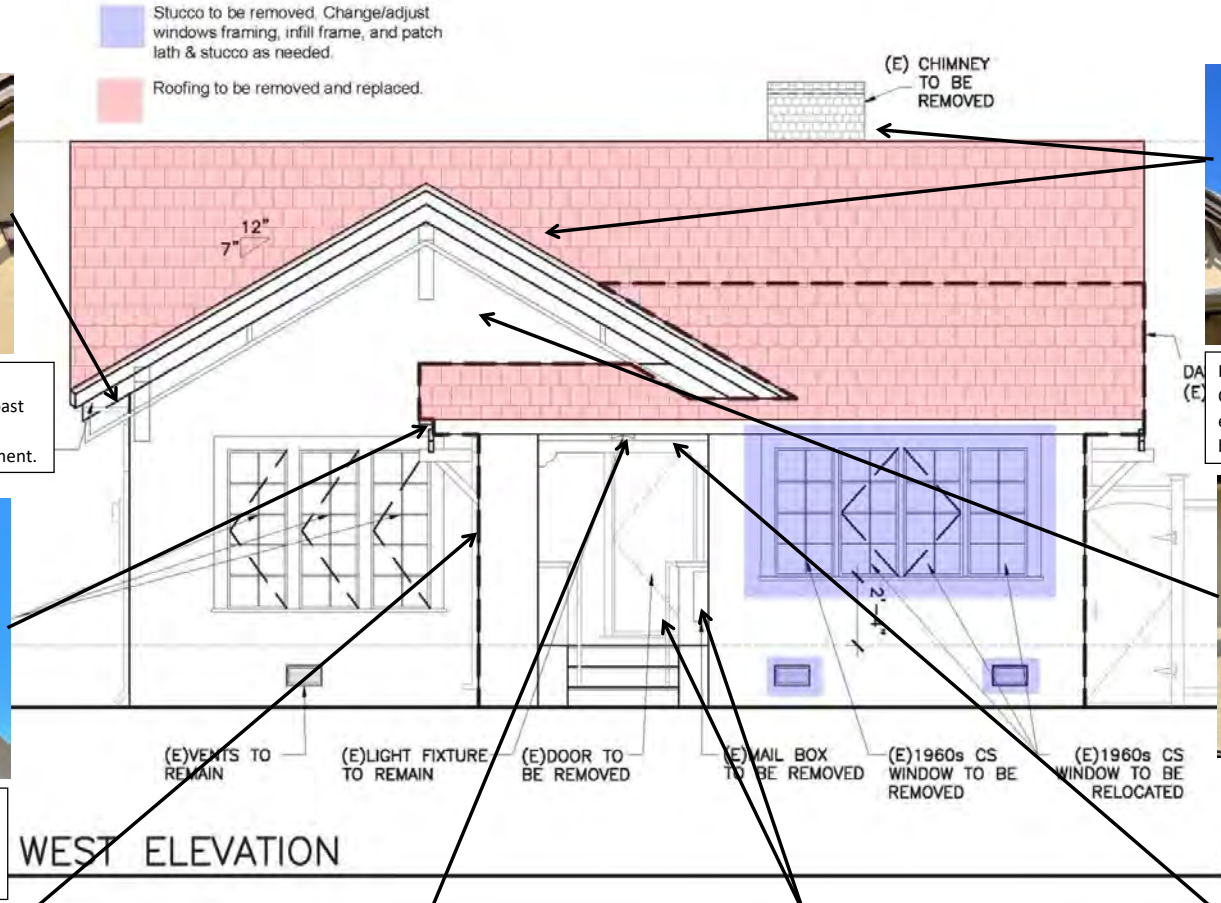
The recommendations outlined in this report are intended to guide the repair and restoration of character defining elements of the building. Overall, the structure and its elements are in good to fair condition. All character defining elements will be repaired when possible rather than replaced. Any element damaged or deteriorated beyond repair will be replaced in-kind. Specific building exterior elevation components and recommendations regarding the design, demolition, and construction are attached in Appendix A, CONDITIONS BY ELEVATION/PLAN.

APPENDIX A

Phase: Construction
Comments: Downspouts should not extend past bargeboard. Run downspouts inside of bargeboard. Remove excess electrical equipment.

Phase: Design
Comments: The crown termination is unclear. A return or termination design needs to be developed.

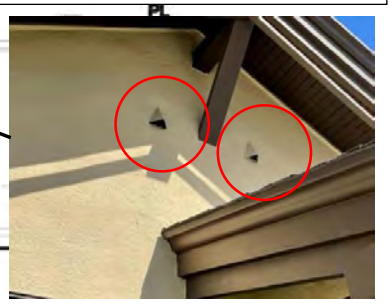
Phase: Design
Comments: Window on porch is not original and should be removed.



Phase: Design/Construction
Comments: Adjust note. Floodlight and circuit to be removed. New compatible fixture to be selected at ceiling.

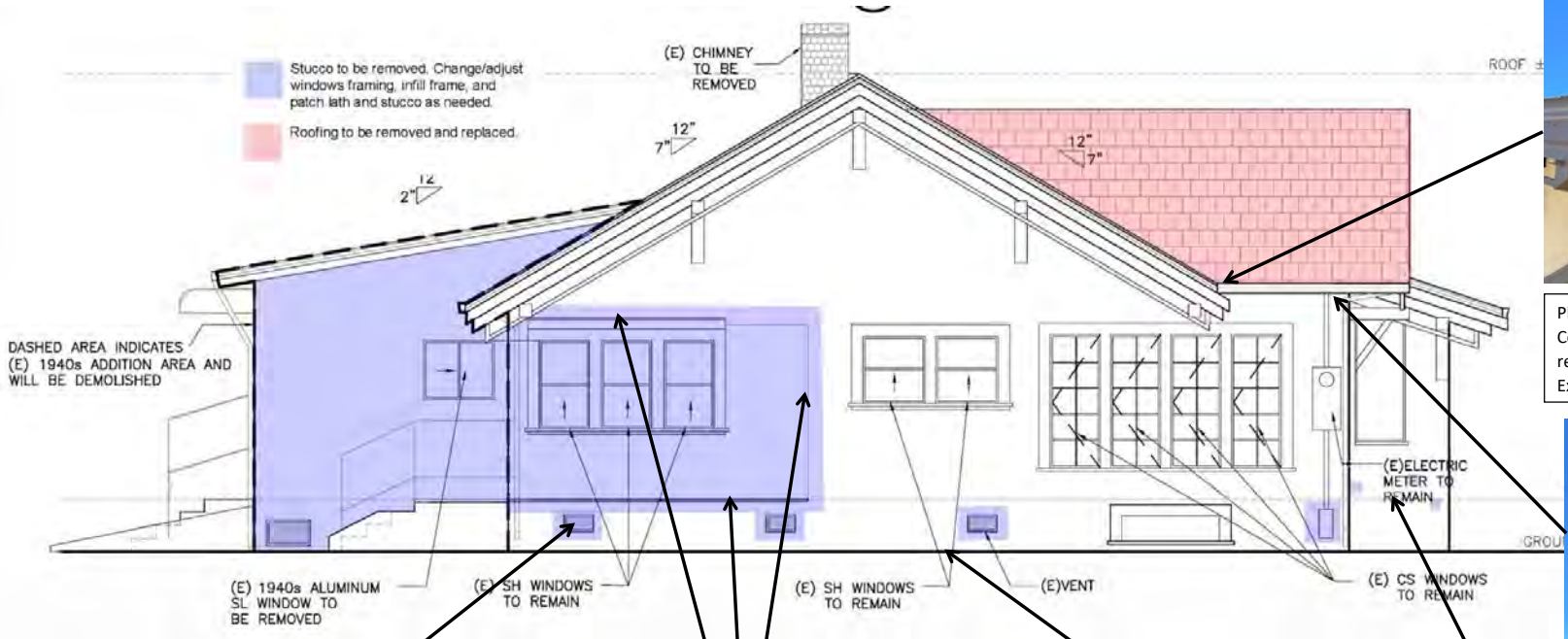
Phase: Design/Construction
Comments: Adjust note. Remove handrail and mailbox. Patch stucco as needed.

Phase: Design/Construction
Comments: Add note. Remove TV antenna and exhaust vents from front of house. Vents to be relocated to rear elevation.



Phase: Design/Construction
Comments: Add/Note. These attic vent elements appear original. Retain by cleaning and repainting as needed.

Phase: Pre-construction
Comments: The porch ceiling height and trim varies. During construction, evaluate structure and conditions. Retain the bead board and crown at front of porch.



3 EXISTING NORTH ELEVATION

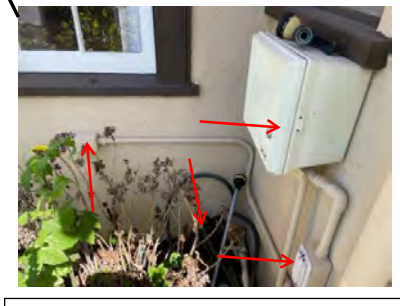
Phase: Design/Construction
Comments: The gutter passes the barge. Develop repair detail. Bargeboard end needs restoration. Extend bargeboard and crown to original location.

Phase: Design/Construction
Comments: Add/Note. Conduit is exposed on the building. Reroute conduit to inside wall. Note electrical panel requires an upgrade.

Phase: Design/Construction
Comments: Add note. Replace/repair vent screen as needed. This prevents rodent intrusion. Unless screens can be repaired. Stucco needs to be removed, an matching vent installed, and the stucco patched at multiple locations. Stucco is delaminating due to moisture. Either patch stucco, or remove stucco, add a weep screed to prevent moisture wicking/entrapment

Phase: Design/Construction
Comments: Add note. The wall finish jogs and an old porch ledge is exposed. Remove ledge, fur wall, and adjust windows. New window trim should match addition to differentiate between old and new.

Phase: Design/Construction
Comments: Existing concrete slopes toward house. Add drainage if possible, Slope planter away from house.

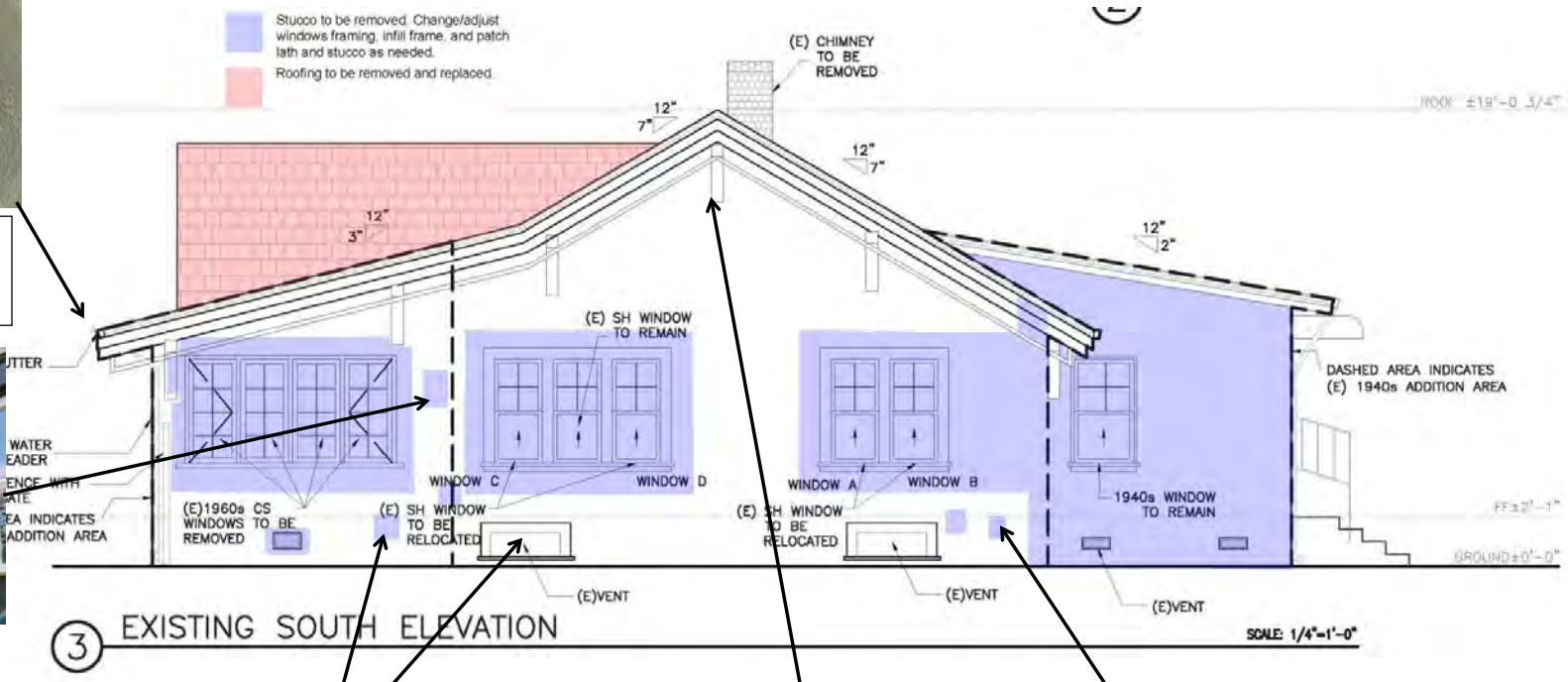


Phase: Design/Construction
Comments: Add note. Remove and relocate irrigation, surface mounted electrical to side yard. Adjust water line as needed.

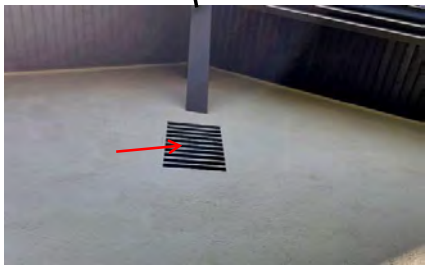
Phase: Construction
Comments: Gutters and downspouts are loose and in poor condition in multiple locations. Replace system.

Phase: Design/Construction
Comments: Add note. Exterior conduit to be removed. Patch stucco as required.

Phase: Design/Construction
Comments: Add note Remove AC. Remove AC unit and wiring during construction. Patch stucco.

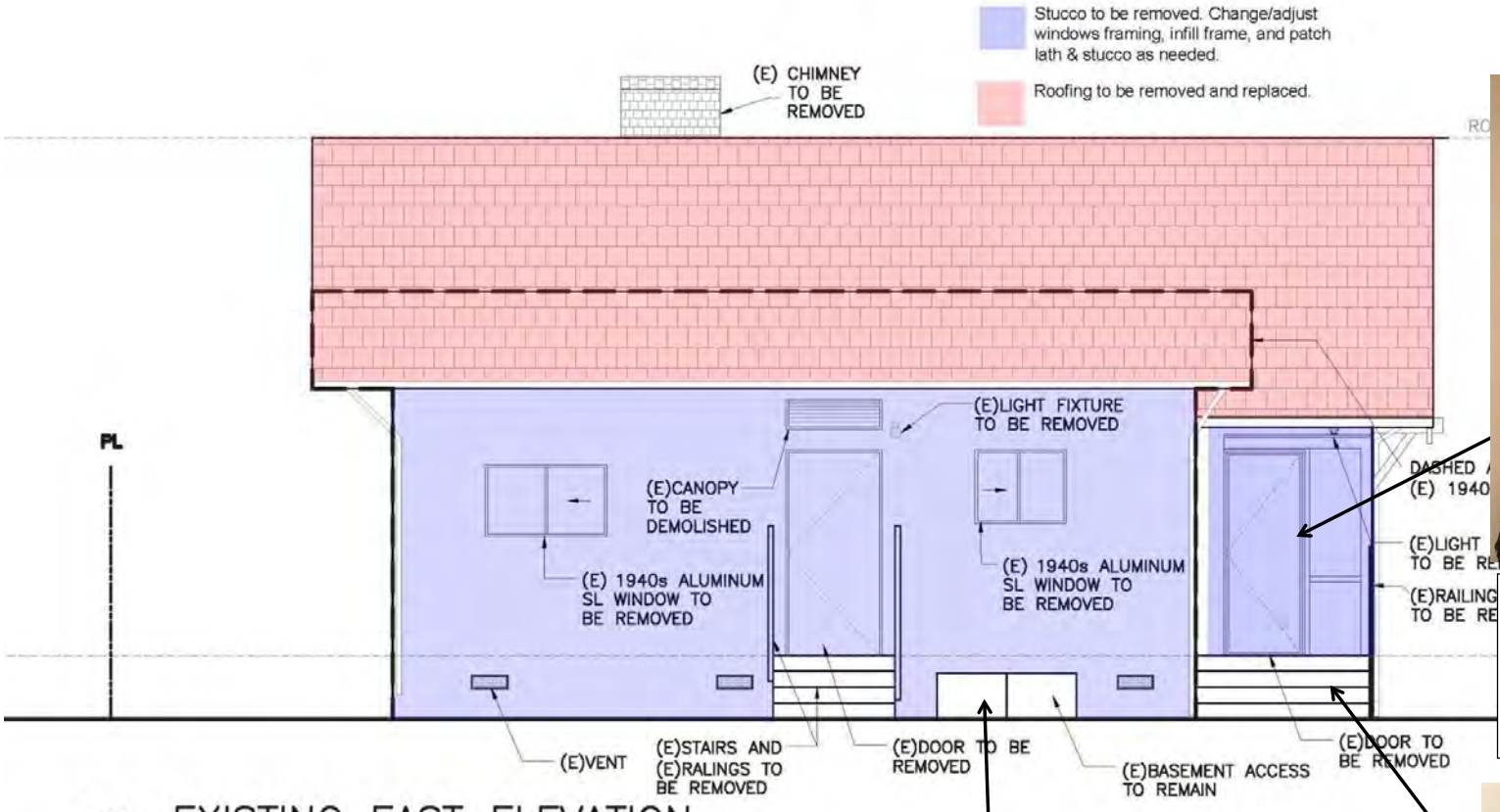


Phase: Design/Construction
Comments: New locations for utilities. Wall penetrations when utilities are moved should be flashed. Add note, Remove stucco, add flashing at new wall penetrations.

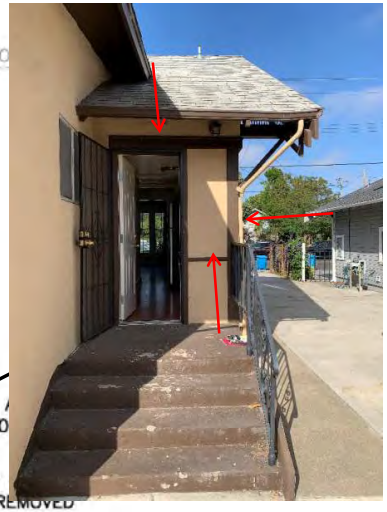


Phase: Design
Comments: Existing gable end vents are not shown on architectural drawings. Add to drawing. These vents are not original and were added with the stucco for ventilation of the attic.

Phase: Design/Pre-construction
Comments: Add note: All MEP penetrations to be evaluated and abandoned wire/pipe penetrations to removed during demolition. Remove and patch stucco as needed.



1 EXISTING EAST ELEVATION



Phase: Design/Construction
Comments: Add/Note. The wood trim around the door and the horizontal wood trim are from a prior remodel. Remove corner trim and horizontal trim. Patch stucco.

Phase: Design/Construction
Comments: Adjust note. Replace existing basement access doors.

Phase: Design/Construction
Comments: The stairs and the porch enclosure were part of an addition and will be removed and replaced with a compatible stair and railing.

February 8, 2023

1365 Main Street
Santa Clara, California

Window Survey and Assessment

Robson Homes is in the planning process for a proposed project at 1365 Main Street in Santa Clara and has requested TreanorHL complete a window survey of the wood windows at the building. The intent of the window survey is to note the conditions of the wood windows and identify the required repairs. This window information will help inform the City of Santa Clara of the disposition of the extent windows. The summary table in the Appendix documents TreanorHL's detailed window survey conducted on January 9, 2023. In total, 26 wood windows were surveyed. The aluminum windows at the rear addition and the makeshift window between the front porch column and the building were not surveyed. As these windows are non-original additions to the structure and do not contribute to the historic character of the building, their removal does not impact the historic integrity of the house. Only sixteen of the surveyed windows are visible from the Main Street public right-of-way. These windows are identified on the included plans in the Appendix with asterisks. Further, these windows have been noted in the summary table found in the Appendix. All other windows are not visible from the public right-of-way, some due to a tall fence at the southern side of the property which is to remain as part of the proposed project.

All surveyed windows are painted. There is a mix of casement, fixed, and double-hung in various configurations found around the building. The number of lights varies from window to window. The following table summarizes each window, including information about its condition, and identifies recommended repairs. Windows determined to be beyond repair are identified. Photographs of each window are included in the Appendix. The windows are keyed to floor plans provided in the Appendix.

Most of the windows were in excellent to good condition, as it appears that these windows had been extensively rehabilitated sometime in the past. Five of the windows on the south façade are severely deteriorated and have had little to no repairs over the years. In general, the most commonly noted issues were peeling or scaling paint, minor cracking of glazing compound,

poorly installed glazing compound and signs of localized dry rot that will require replacement of select wood elements in-kind. Most other identified repairs are considered minor and can be completed using epoxy consolidant, if needed. Five windows were found to be in poor condition and are recommended to be replaced in-kind. Any replacement of individual wood elements should also be done in-kind with a similar wood species, in order for the project to be in compliance with the Secretary of the Interior's Standards for Rehabilitation.

Since five of the windows are in poor condition with over 75% of the wood showing signs of deterioration, TreanorHL recommends these windows be replaced in-kind. Shop drawings of the in-kind replacement windows should be reviewed by a qualified historical architect to ensure the replaced windows adequately match the existing.

The project currently calls for these deteriorated windows to be replaced with slightly larger egress windows that match the existing. The enlargement of the windows is required for compliance with code mandated egress window size. While ideally the windows that are deteriorated beyond repair would be replaced in-kind, the required enlargement for egress from the bedrooms is a life safety issue and will minimally impact the overall integrity and character of the building. These egress windows will match the existing in style, configuration and profile. Further, these windows are not visible from the public right-of-way. For additional discussion on compliance see the *1365 Main Street, Santa Clara, Ca Secretary of the Interior's Standards Compliance Review* completed by TreanorHL (February 8, 2023).

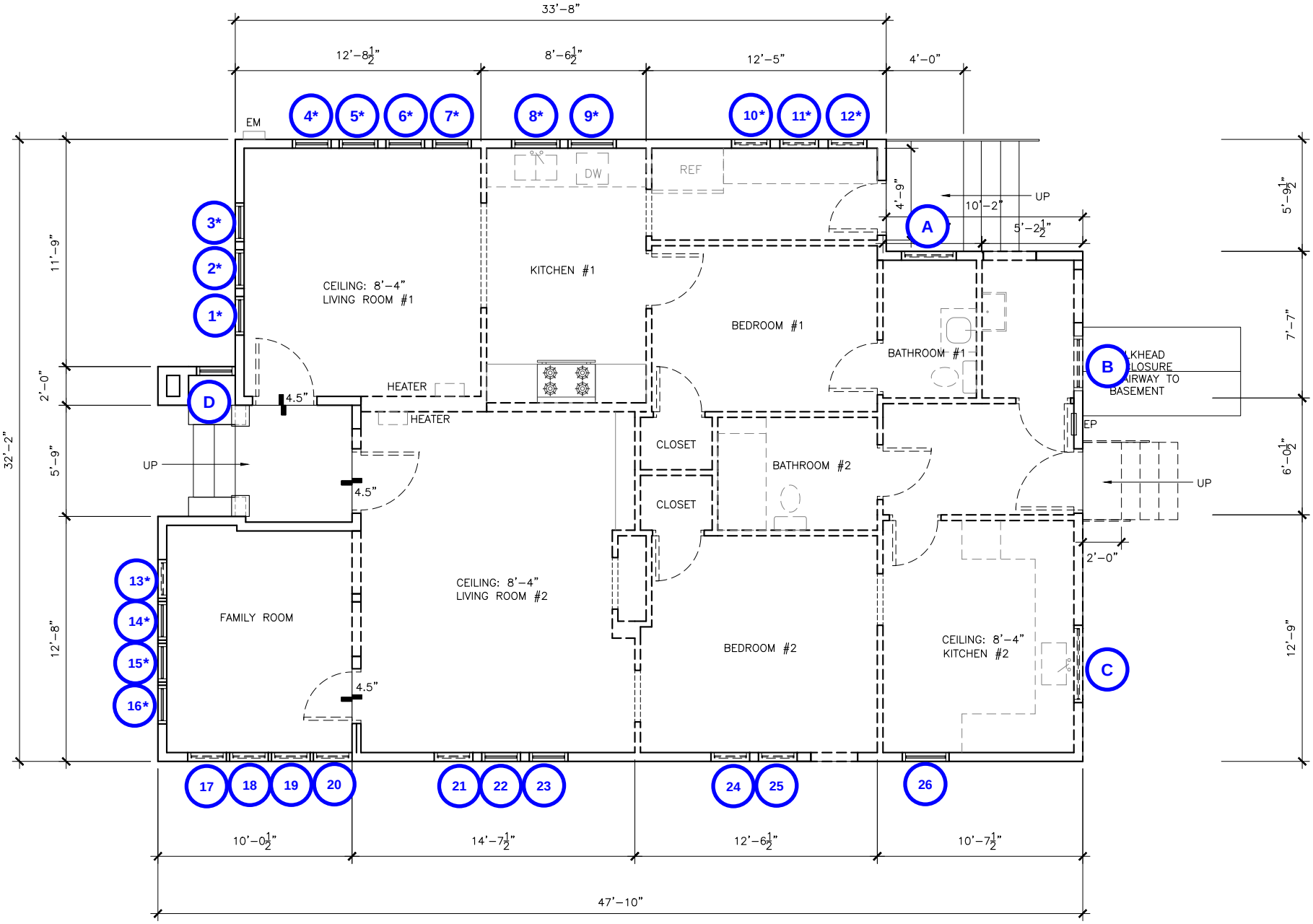
Appendix

1. Floor Plan of 1365 Main Street Santa Clara, CA

2. Window Survey Summary Table

3. Photographs of Windows

BLUE TEXT BY TREANORHL, BACKGROUND DRAWINGS PROVIDED BY ROBSON HOMES



1 EXISTING FLOOR PLAN

SCALE: 1/4"=1'-0"

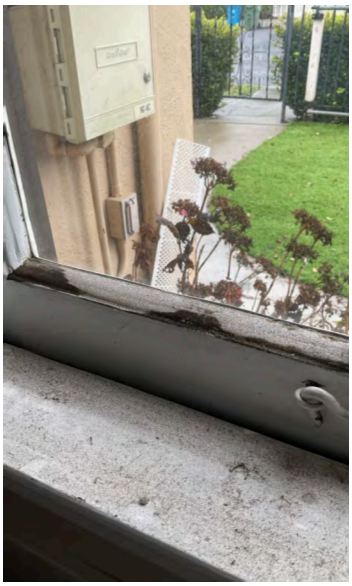
Window Number	Window Type	Overall Condition	Condition Issues			Required Repairs	Visible from Public Right-of-way	Feasible for Reuse
			Wood Sash	Glazing	Hardware			
1	10-light Casement – (part of group three)	Good	1. Cracked paint - minor 2. Dirty	1. Localized cracks at glazing compound 2. One broken light	1. All intact 2. Dirty	1. Replace broken light 2. Prepare surface for painting 3. Clean hardware 4. Repair cracked glazing compound	Yes	Yes
2	10-light Casement – (part of group three)	Good	1. Section of missing wood at one muntin 2. Cracked paint - minor 3. Dirty	1. Localized cracks at glazing compound	1. All intact 2. Dirty	1. Replace area of missing wood at one muntin 2. Prepare surface for painting 3. Clean hardware 4. Repair cracked glazing compound	Yes	Yes
3	10-light Casement – (part of group three)	Good	1. Peeled and cracked paint - minor 2. Dirty	1. Localized cracks at glazing compound	1. All intact 2. Dirty	1. Prepare surface for painting 2. Clean hardware 3. Repair cracked glazing compound	Yes	Yes
4	10-light Casement (part of group four)	Good	1. Peeled and cracked paint - minor 2. Dirty 3. Does not open all the way	1. Localized cracks at glazing compound	1. All intact 2. Dirty	1. Prepare surface for painting 2. Clean hardware 3. Repair cracked glazing compound 4. Ensure window opens completely	Yes	Yes
5	10-light Casement (part of group four)	Good	1. Section of missing wood at one muntin 2. Cracked paint - minor 3. Dirty	1. Localized cracks at glazing compound	1. All intact 2. Dirty	1. Replace area of missing wood at one muntin 2. Prepare surface for painting 3. Clean hardware 4. Repair cracked glazing compound	Yes	Yes
6	10-light Casement (part of group four)	Good	1. Wood deterioration at one muntin 2. Cracked paint - minor 3. Dirty	1. Localized cracks at glazing compound	1. All intact 2. Dirty	1. Repair area of wood deterioration at one muntin 2. Prepare surface for painting 3. Clean hardware 4. Repair cracked glazing compound	Yes	Yes
7	10-light Casement (part of group four)	Good	1. Peeled and cracked paint - minor 2. Dirty	1. Localized cracks at glazing compound	1. All intact 2. Dirty	1. Prepare surface for painting 2. Clean hardware 3. Repair cracked glazing compound	Yes	Yes
8	Double Hung, one-over-one (paired)	Good	1. Peeled and cracked paint - minor 2. Dirty	1. Localized cracks at glazing compound	1. Pulleys intact 2. Dirty 3. All intact	1. Prepare surface for painting 2. Clean hardware 3. Repair cracked glazing compound	Yes	Yes
9	Double Hung, one-over-one (paired)	Good	1. Peeled and cracked paint - minor 2. Dirty	1. Localized cracks at glazing compound	1. Pulleys intact 2. Dirty 3. All intact	1. Prepare surface for painting 2. Clean hardware 3. Repair cracked glazing compound	Yes	Yes
10	Double Hung (part of group three)	Good	1. Upper sash, bottom rail cracked 2. Peeled and cracked paint – minor 3. Dirty	1. Localized cracks at glazing compound	1. Pulleys intact 2. Dirty 3. All intact	1. Repair crack in bottom rail 2. Prepare surface for painting 3. Clean hardware 4. Repair cracked glazing compound	Yes	Yes
11	Double Hung (part of group three)	Good	1. Section of missing wood at stile 2. Cracked paint – minor 3. Dirty	1. Localized cracks at glazing compound	1. Pulleys intact 2. Dirty 3. All intact	1. Replace area of missing wood at stile 2. Prepare surface for painting 3. Clean hardware 4. Repair cracked glazing compound	Yes	Yes

Window Number	Window Type	Overall Condition	Condition Issues			Required Repairs	Visible from Public Right-of-way	Feasible for Reuse
			Wood Sash	Glazing	Hardware			
12	Double Hung (part of group three)	Good	1. Peeled and cracked paint 2. Dirty	1. Localized cracks at glazing compound 2. Scratched glass, one light	1. Pulleys intact 2. Dirty 3. All intact	1. Prepare surface for painting 2. Clean hardware 3. Replace scratched light 4. Repair cracked glazing compound	Yes	Yes
13	10-light Fixed (part of group four)	Fair	1. Peeling paint 2. Minor wood deterioration at lower half of window 3. Dirty	1. Deteriorated and missing glazing compound	1. N/A	1. Repair minor wood deterioration at low half of window 2. Prepare wood surface for paint 3. Replace all glazing compound	Yes	Yes
14	10-light Casement (part of group four)	Fair	1. Minor water damage at bottom rail and side stiles 2. Peeled and cracked paint 3. Dirty 4. Window does not close	1. Deteriorated and missing glazing compound 2. Residue on glass	1. Rusty hardware	1. Repair minor wood deterioration at bottom rail and side stiles 2. Prepare wood surface for paint 3. Clean hardware 4. Replace all glazing compound 5. Remove residue on glass 6. Ensure proper operation of window	Yes	Yes
15	10-light Casement (part of group four)	Fair	1. Minor water damage at bottom rail and stiles 2. Peeled and cracked paint 3. Dirty	1. Deteriorated and missing glazing compound 2. Residue on glass	1. Rusty hardware	1. Repair wood deterioration at bottom rail and stiles 2. Prepare wood surface for paint 3. Clean hardware 4. Replace all glazing compound 5. Remove residue on glass	Yes	Yes
16	10-light Fixed (part of group four)	Fair	1. Peeling paint 2. Minor wood deterioration at lower half of window 3. Dirty 4. Window does not close	1. Deteriorated and missing glazing compound 2. Residue and paint on glass	1. N/A	1. Repair minor wood deterioration at low half of window 2. Prepare wood surface for paint 3. Replace all glazing compound 4. Remove residue on glass 5. Ensure proper operation of window	Yes	Yes
17	10-light Casement (part of group four)	Fair	1. Peeling paint 2. Minor wood deterioration at lower half of window 3. Dirty	1. Deteriorated and missing glazing compound 2. Residue and paint on glass 3. One broken light	1. Rusty hardware	1. Repair minor wood deterioration at low half of window 2. Prepare wood surface for paint 3. Replace all glazing compound 4. Remove residue on glass 5. Replace broken light	No	Yes
18	10-light Fixed (part of group four)	Fair	1. Minor water damage at bottom rail and side stiles 2. Peeled and cracked paint 3. Dirty	1. Deteriorated and missing glazing compound 2. Residue on glass 3. One broken light	1. N/A	1. Repair minor wood deterioration at low half of window 2. Prepare wood surface for paint 3. Replace all glazing compound 4. Remove residue on glass 5. Replace broken light	No	Yes
19	10-light Fixed (part of group four)	Fair	1. Minor wood deterioration at bottom rail and muntins 2. Peeled and cracked paint 3. Dirty	1. Deteriorated and missing glazing compound	1. N/A	1. Repair minor wood deterioration at bottom rail and muntins 2. Prepare wood surface for paint 3. Replace all glazing compound	No	Yes

Window Number	Window Type	Overall Condition	Condition Issues			Required Repairs	Visible from Public Right-of-way	Feasible for Reuse
			Wood Sash	Glazing	Hardware			
20	10-light Casement (part of group four)	Fair	1. Minor wood deterioration at bottom rail and muntins 2. Peeled and cracked paint 3. Dirty	1. Deteriorated and missing glazing compound	1. Rusty hardware	1. Repair minor wood deterioration at bottom rail and muntins 2. Prepare wood surface for paint 3. Replace all glazing compound	No	Yes
21	Double Hung, four-over-one (part of group three)	Poor	1. Dry rot/termite damage present at bottom rail, stiles, and muntins (upper and lower sash) 2. Likely dry rot at sill and at jambs 3. Scaling and peeling paint 4. Metal brackets on exterior 5. Unable to open	1. Deteriorated and missing glazing compound	1. Pulleys intact 2. Dirty 3. All intact - rusty	1. Full replacement of window required 2. Repair sill and jambs with Dutchman patches or epoxy consolidant 3. Prepare wood surface for paint at sill 4. Provide new hardware compatible with hardware at other single hung windows	No	No
22	Double Hung, four-over-one (part of group three)	Poor	1. Dry rot/termite damage present at bottom rail, stiles, and muntins (upper and lower sash) 2. Likely dry rot at sill and at jambs 3. Scaling and peeling paint 4. Stuck open	1. Deteriorated and missing glazing compound	1. Pulleys intact 2. Dirty 3. All intact - rusty	1. Full replacement of window required 2. Repair sill and jambs with Dutchman patches or epoxy consolidant 3. Prepare wood surface for paint at sill 4. Provide new hardware compatible with hardware at other single hung windows	No	No
23	Double Hung, four-over-one (part of group three)	Poor	1. Dry rot/termite damage present at bottom rail, stiles, and muntins (upper and lower sash) 2. Likely dry rot at sill and at jambs 3. Scaling and peeling paint 4. Parting bead out of place	1. Deteriorated and missing glazing compound	1. Pulleys intact 2. Dirty 3. All intact - rusty	1. Full replacement of window required 2. Repair sill and jambs with Dutchman patches or epoxy consolidant 3. Prepare wood surface for paint at sill 4. Provide new hardware compatible with hardware at other single hung windows	No	No
24	Double Hung, four-over-one (paired)	Poor	1. Dry rot/termite damage present at bottom rail, stiles, and muntins (upper and lower sash) 2. Likely dry rot at sill and at jambs 3. Bottom rail dislodged at bottom sash 4. Scaling and peeling paint 5. Parting bead broken and out of place	1. Deteriorated and missing glazing compound	1. Pulleys intact 2. Dirty 3. All intact - rusty	1. Full replacement of window required 2. Repair sill and jambs with Dutchman patches or epoxy consolidant 3. Prepare wood surface for paint at sill 4. Provide new hardware compatible with hardware at other single hung windows	No	No

Window Number	Window Type	Overall Condition	Condition Issues			Required Repairs	Visible from Public Right-of-way	Feasible for Reuse
			Wood Sash	Glazing	Hardware			
25	Double Hung, four-over-one (paired)	Poor	1. Dry rot/termite damage present at bottom rail, stiles, and muntins (upper and lower sash) 2. Likely dry rot at sill and at jambs 3. Bottom sash likely entirely replaced 4. Scaling and peeling paint 5. Parting bead broken and out of place	1. Deteriorated and missing glazing compound 2. Broken glass at one light	1. Pulleys intact 2. Dirty 3. All intact - rusty	1. Full replacement of window required 2. Repair sill and jambs with Dutchman patches or epoxy consolidant 3. Prepare wood surface for paint at sill 4. Provide new hardware compatible with hardware at other single hung windows	No	No
26	Double Hung, one-over-one	Fair	1. Peeled and cracked paint - minor 2. Dirty 3. Racked lower sash	1. Localized cracks at glazing compound 2. Paint on glass	1. Pulleys intact 2. Dirty 3. All intact	1. Reset lower sash 2. Prepare surface for painting 3. Clean hardware 4. Repair cracked glazing compound	No	Yes

WINDOW 1



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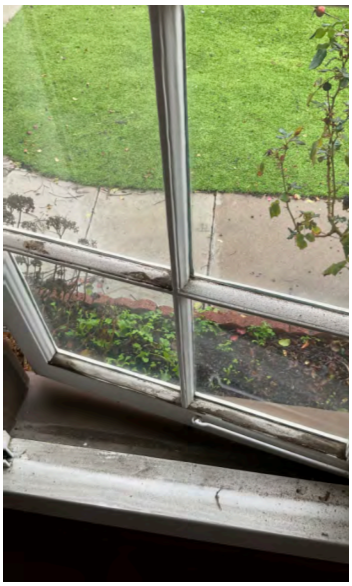


WINDOW 3

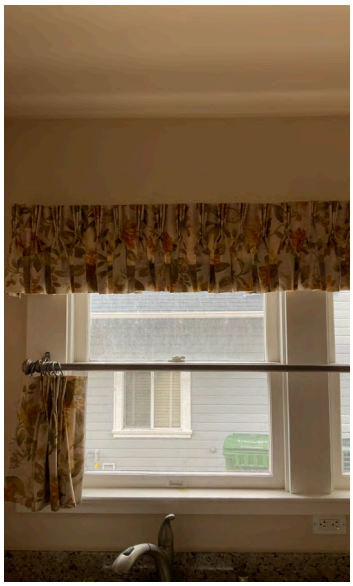
WINDOW 4

WINDOW 5

WINDOW 6

WINDOW 7

WINDOW 8



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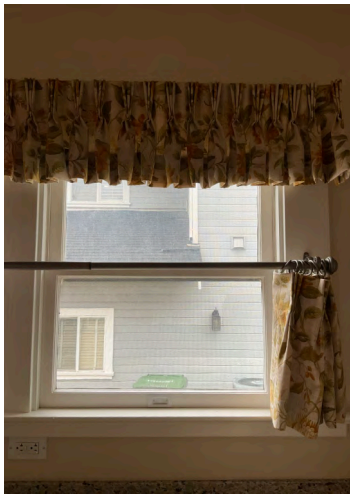
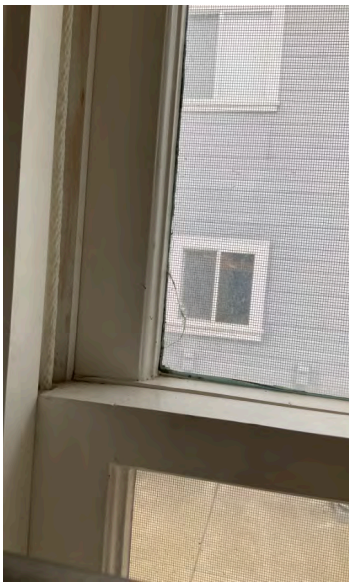


WINDOW 10

WINDOW 11



WINDOW 12

WINDOW 13

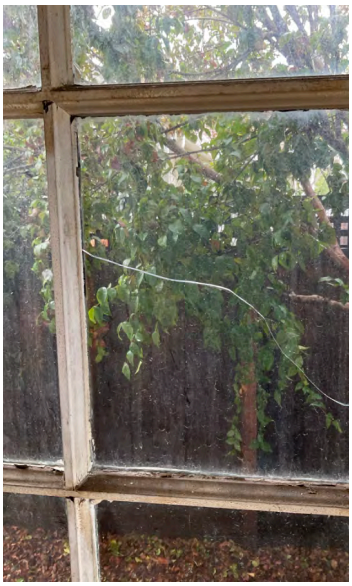
WINDOW 14

WINDOW 15

WINDOW 16

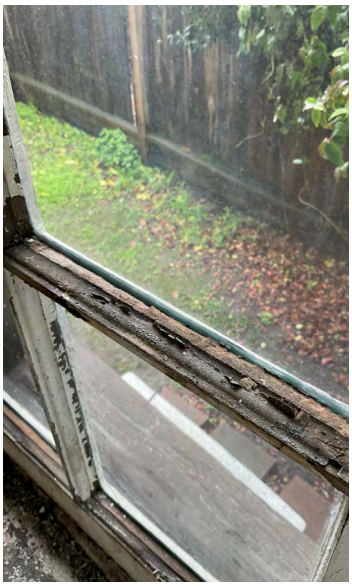
WINDOW 17

WINDOW 18



WINDOW 19

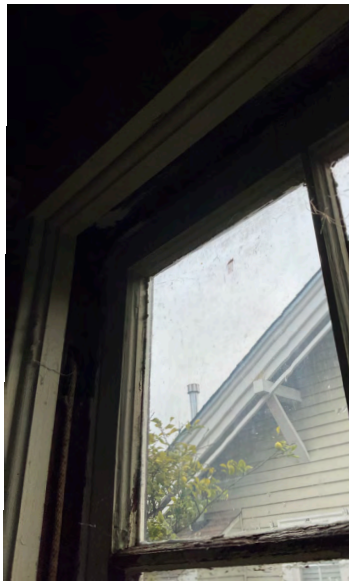
WINDOW 20



WINDOW 21

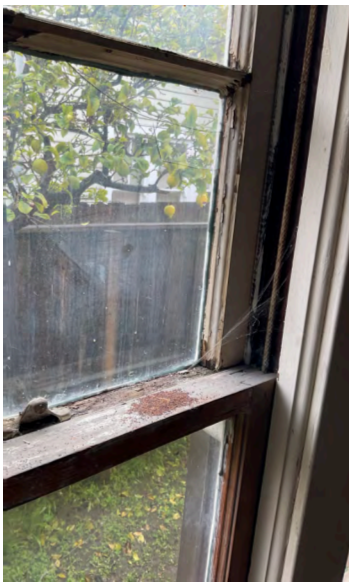
WINDOW 22

WINDOW 23



WINDOW 24

WINDOW 25



WINDOW 26

WINDOW A, B, & C

WINDOW A

WINDOW A

WINDOW B

WINDOW B

WINDOW C

WINDOW C

TREANORHL

1070 LEWIS STREET, SANTA CLARA, CALIFORNIA

HISTORIC RESOURCES ASSESSMENT

FINAL

AUGUST 23, 2022

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APPENDIX 27

1. INTRODUCTION

Robson Homes requested TreanorHL evaluate the property at 1070 Lewis Street in Santa Clara (APN 269-05-082). The L-shaped parcel features a one-story single-family house at 1070 Lewis Street, another one-story single-family house at 1365 Main Street, and three accessory structures. While the 1365 Main Street house is identified as a historic property in the City of Santa Clara's General Plan (July 2021) and was recorded on a DPR form (February 2022), the 1070 Lewis Street house has not been documented or evaluated before. The following report provides an evaluation of the property's potential eligibility to be listed in the National Register of Historic Places (NRHP), California Register of Historic Resources (CRHR), and the local inventory.

2. SUMMARY OF FINDINGS

Upon completion of the survey, research, and evaluation, the single-family house at 1070 Lewis Street does not appear individually eligible for listing on the NRHP or CRHR as it was not found to possess sufficient historical significance. The subject property also does not appear to be eligible individually for local listing since it does not have any significance under the City of Santa Clara criteria.

3. METHODOLOGY

TreanorHL conducted a site visit on June 8, 2022 to evaluate the existing conditions, historic features, and architectural significance of the property. Research was completed including consultation of Santa Clara County Directories, historical aerials and photographs, newspaper articles, Santa Clara County Assessor's Office, City of Santa Clara Permit Center, City of Santa Clara Planning Department, and various other online repositories.

4. PROPERTY DESCRIPTION

The subject property is in the southeast of City of Santa Clara, on the block bound by Lewis Street to the north, Washington Street to the east, an alley dividing the block and Harrison Street to the south, and Main Street to the west. The rest of the block consists of single-family homes and the surrounding area is predominantly residential with some commercial buildings.

Figure 1. The parcel for 1070 Lewis Street and 1365 Main Street, outlined in dashed red, 1070 Lewis Street marked with a red star (Google Earth, imagery date September 2021).

The L-shaped parcel features five structures: two single-family houses, two detached garages, and one accessory structure. The house at 1070 Lewis Street sits on the north of the short arm of the L-shaped lot. A driveway leading to the garage for the house at 1070 Lewis Street runs north to south, east of the subject house.

Constructed c. 1935, the one-story over basement single-family house is rectangular in plan with central projections on the east and west facades. The wood-frame clapboard siding-clad building is capped by asphalt shingle-clad cross gable and flat roofs with wide eaves and closed rafters.

The asymmetrical north (front) façade features faux wood shutters on an aluminum-sash single-hung divided lite window on the west end and a partial-width porch with flat roof and wide overhang on the east. A decorative set of wood shutters sits on the gable end. The porch is supported by two square wood columns and shelters a single multi-lite glazed door and a multi-lite window with simple wide wood trim and an aluminum screen. A concrete walkway from the property line, perpendicular to Lewis Street, leads up to three steps to the porch.

A shallow volume projects from the east façade. It is capped by an asphalt-shingled gable roof and centered under the main cross-gabled roof. The extension is flanked by two wood-sash one-over-one windows with wide wood trim. Mirroring the east façade, a shallow volume with a gable roof and asphalt shingles projects from the west façade. Two wood-sash double-hung one-over-one windows with wood casing flank the extension; and a casement window with wood surrounds punctuates the center.

The south façade has a single glazed door behind a security gate accessed by a single concrete step. A fixed wood-sash window with a wood trim and an aluminum-sash sliding window with wood surrounds are on either side of the door. The basement is accessed through a pair of hinged T-111 panels that cover the low shelter extending from the south façade.

A one-car garage is located to the south of the house at 1070 Lewis Street. The wood-frame structure is rectangular in plan and has a gable roof. The east façade features double wood doors, while the other elevations are blind. The structure is clad in both vertical board and batten and horizontal dropped wood siding.

Figure 2. North (front) façade of 1070 Lewis Street.

Figure 3. East facade.

Figures 4 and 5. West facade.

Figure 6. The south façade.

Figures 7. The detached garage.

5. ARCHITECTURAL STYLE

The single-family house at 1070 Lewis Street is vernacular with some characteristics of the Minimal Traditional architectural style. This style was popular between c. 1935 and 1950 and was constructed throughout the United States. The character-defining features the subject property shares with Minimal Traditional houses are:

- Low-pitched roof, oftentimes gabled
- One story in height
- Little roof overhang
- Double-hung multi-pane windows
- Minimal architectural detail[1]

6. SITE HISTORY

The 1876 and 1887 maps show a whole block bound by Lewis, Washington, Harrison, and Main streets and by 1915, the Sanborn map shows the block divided by a narrow alley parallel to Lewis and Harrison streets. An accessory unit where the current detached garage sits appears on a 1931 aerial photograph. The subject house at 1070 Lewis Street was built c. 1935. The address was first listed in a 1935 city directory and the house first appears on a 1950 Sanborn map on a rectangular-shaped parcel separate from 1365 Main Street.[2]

The subject property falls within an area called the Old Quad, bound by railroad tracks to the north, Newhall Avenue to the east and south, and Scott Boulevard to the west.[3] The Old Quad encompasses the majority of the original town lines. Within the Old Quad is Franklin Street, which made up the core of the downtown area in the 19th and early 20th centuries. Franklin Street was the main thoroughfare and had a streetcar line, numerous businesses, a bank, theater, and the original town City Hall which was a mixed-purpose building with the police

[1] Virginia Savage McAlester, A Field Guide to American Houses, (New York: Alfred A. Knopf, 2020), 587-288.

[2] Lorie Garcia, Beyond Buildings, *Department of Parks and Recreation Primary Record 1365 Main Street, Santa Clara, CA,* February 15, 2022; 1931 aerial photograph; Polk City Directories via ancestry.com.

[3] "About," Old Quad Residents Association, accessed July 8, 2022, https://www.oldquadsantaclara.org/about.

department and library.[4] Main Street intersected Benton Street, Franklin Street, and Homestead Road, leading to City Plaza Park, one of the town's first parks.[5]

Efforts for Santa Clara's downtown urban renewal began in 1958.[6] Federal funding was given to the City and by the 1960s, demolition began in the area bound by Benton Street, Lafayette Street, Homestead Road, and Madison Street.[7] The impetus behind the change was to tackle urban blight, a topic citizens were divided on. City planners envisioned commercial businesses clustered on a superblock, competing with emerging shopping malls. Franklin Square, located on the east end of the superblock, was completed and City Hall was moved to Warburton Street, but the rest of the demolished section remained relatively vacant for years.[8]

The block history is taken from the 1365 Main Street, Santa Clara DPR form from February 2022.[9]

> The block framed by Harrison, Washington, Lewis and Main Streets was not subdivided in 1866 and Lot 1 encompassed the entire block. According to the list of property owners and their improvements, which accompanied the 1866 survey, this was a 93177 sq. ft. tract, which contained 4 frame houses whose exact locations are unknown. The owner of both this block and the block immediately to the north was shown to be James Harris. Originally from Scotland, he had arrived in Santa Clara prior to 1852. Harris, a blacksmith, is shown on the 1868 Poll List for Santa Clara as having his residence on the subject block "near the comer of Lewis and Main."
>
> […]
>
> When The Plat of Santa Clara was drawn in the period between 1873 and 1875, it showed no change in the configuration of the block that had been surveyed nine years earlier. However, by then the block was owned by Samuel A. Bishop, who like James Harris had arrived in California during the Gold Rush. Born on September 2, 1825 in Albemarle County, Virginia, in 1848, he crossed the plains by ox-cart along the Santa Fe Trail, arriving in Los Angeles in October 1849.
>
> […]
>
> Here, among Bishop's many entrepreneurial activities, he invested in the purchase of several large tracts of land, started the street railway system where he acted as "President" of the San Jose and Santa Clara Horse Railroad, and among his many other business interests was Vice-President of the San Jose Savings Bank and President of the San Jose Homestead Association. By 1873, he had purchased the subject block from James Harris and at the end of the 1880s, while keeping ownership of the north half of Block 4 North, Range 1 West, Bishop sold the south half of the block to Hervey Morgan Leonard. When Bishop

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[4] Urban Field Studio for the City of Santa Clara, *Santa Clara Downtown Community Meeting Notes*, October 21, 2015. Accessed on July 8, 2022. https://www.santaclaraca.gov/home/showpublisheddocument/42032/636029014747270000;
Reclaiming Our Downtown, *Map Historic Downtown Santa Clara CA, Inclusive of Historic Pictures*, https://www.historypin.org/en/historic-downtown-santa-clara-ca/geo/37.349392,-121.945451,11/bounds/37.196946,-122.111963,37.501529,-121.778939/paging/1/pin/1154356.
[5] "Santa Clara Living, Downtown Santa Clara: Past, Present, and Future [2020]," YouTube video, posted by Santa Clara Living, March 2021, https://www.youtube.com/watch?v=fkXsAQ0tL5Y.
[6] Carolyn Schuk, "The History of Santa Clara's Downtown," *The Silicon Valley Voice*, November 16, 2017, https://www.svvoice.com/the-history-of-santa-claras-downtown/.
[7] Janice Bitters, "Residents rally to 'reclaim' demolished downtown Santa Clara," *San Jose Spotlight*, August 19, 2019, https://sanjosespotlight.com/residents-rally-to-reclaim-demolished-downtown-santa-clara/.
[8] "The Remaking of a Downtown: Destruction and Renewal in Santa Clara," *WRT Design*, January 21, 2021 https://www.wrtdesign.com/news/remaking-of-downtown-santa-clara.
[9] Lorie Garcia, Beyond Buildings, *Department of Parks and Recreation Primary Record 1365 Main Street, Santa Clara, CA,* February 15, 2022.

unexpectedly passed away on June 3, 1893, he still owned the north half of the block, which is where 1365 Main Street [and 1070 Lewis Street] would later be constructed, and it was included in his $100,000 estate, which went into probate.

[…]

Among the properties in Bishop's estate was the large 21,129.90 sq. ft. lot at the SE corner of Lewis and Main Street, north of the alley that divided the block. The lot was acquired by Isaac Newton Thompson who was born in Indiana around 1824. Thompson came to California in 1849 with his wife, Anna and by 1850 had settled in Santa Clara. By 1852, when the Town of Santa Clara was incorporated, he had already started acquiring what would soon be large landholdings adjacent to the town and started raising a family.

[…]

Thompson continued to participate in the purchase and sale of land and also in its development. He invested in that portion of what was at that time called the Saratoga and Santa Cruz toll road lying within Santa Clara County and in 1880 sold it to the County. Throughout the 1880s and 1890s, he continued to be a land speculator. By the turn of the Century, he and Emily resided in a house at 1085 Clay Street on a lot he owned at the NE corner of Clay and Main Streets. When he passed away at age 90, on August 5, 1913, Isaac N. and Emily A. C. Thompson were living in the recently constructed house, located at 1365 Main Street, on the property he had purchased from Samuel A Bishop's estate. (Note: this house and the one next door at 1357 Main Street, which is its mirror image, had to have been built between 1911 and 1912, as the address does not appear on the 1910 Census but the 1913 City directory, which came out in January, lists Emily as already living at 1365 Main Street.) Following Thompson's death, his second wife, Emily Thompson continued to live in the subject residence at 1365 Main Street until 1918, when she moved in with her daughter, at 1321 Bellomy Street. (She was living here when she passed away in 1928.)

In 1919, the home at 1365 Main Street was sold to George W. Lyle. Born in 1885 in Missouri, George W. Lyle had grown up in Santa Clara, where as a young man he started work as a constable. In 1910 he married Ora Van Curran. In 1918, he was elected the Sherriff of Santa Clara County, the position he held when the following year he purchased the subject home at 1365 Main Street. By 1925, George W. Lyle had left this house and moved into the new home he had purchased at 1543 Franklin Street. Manuel Souza, a grocer on Franklin Street, and his wife, Amelia, were now living the subject residence and Joseph and Nora Souza lived next door at 1357 Main Street. In 1926 Manuel Freitas purchased 1365 Main Street and moved into it with his family. At the same time, his brother, Louis Freitas, purchased 1357 Main Street, next door to Manuel.

[…]

The Freitas' new home was located on the large parcel of land that began at the SE corner of Main and Lewis Streets and then went east for almost 140 feet on Lewis and south for 104 feet on Main Street. This gave the family plenty of room in which they, like so many of their fellow immigrant neighbors, could raise chickens and have a large garden in which to grow fruits and vegetables, both for eating and canning.

In Santa Clara, the agricultural-related businesses were the economic engine behind Santa Clara's growth and prosperity and while many of the men labored on the fruit farms, the great majority of the Portuguese women found work in the canneries and packing houses to provide extra income for their families; often joined by their sons and daughters as soon as they were old enough. When during the 1920s when Rosa Freitas went to work, it was at the Pratt Lowe Preserving Company.

[…]

In the early 1930s, Manuel Freitas had another house built on his property; 1070 Lewis Street. By 1935, this house was being rented to Vincent Mirrione, a railroad clerk, and his wife for $2/month, providing rental income to the family.

[…]

In 1994, the original parcel purchased by Manuel Freitas in 1926 was subdivided into 2 parcels. One of the new lots was an L-shaped portion with 38.33 feet fronting on Lewis Street where the house at 1070 Lewis exists and 54 feet fronting on Main Street where the Freitas home at 1365 Main Street is located. On August 9, 2021, the L-shaped portion of the original property that had been bought by Manuel Freitas in 1926 and where the Freitas home at 1365 Main Street is located, was sold to Pear Street Investment, LLC. The corner portion with the new house at 1074 Lewis Street is still in the Freitas family.

No permits were found to be associated with the 1070 Lewis Street property.

Figure 8. Thompson & West's Historical Atlas Map of Santa Clara, 1876, subject block highlighted in red (Stanford Searchworks).

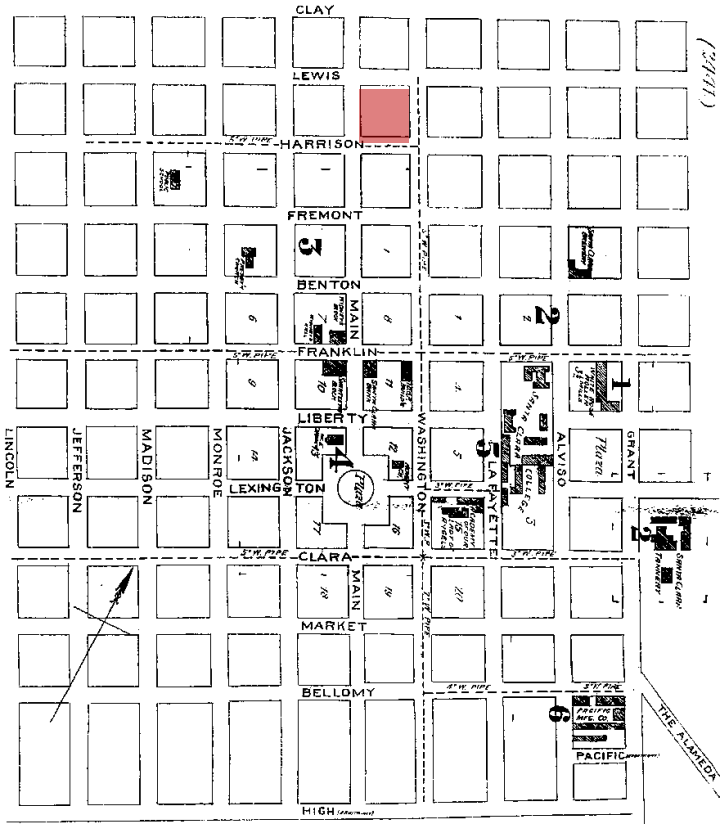

Figure 9. Sanborn map of Santa Clara, April 1887, the subject block highlighted in red. Main Street runs through to City Park Plaza on Lexington (Proquest via San Jose Public Library).

Figures 10 and 11. Left, streetcar on Franklin Street, 1898 (Santa Clara City Library, Alice Hare Collection) and right, City Hall on Franklin and Washington streets, c. 1945 (Santa Clara City Library, Silicon Valley History Online Collection).

Figures 12 and 13. Left, businesses on Franklin and Main streets, c. 1880 (Santa Clara City Library, Santa Clara Historic Archives); right, Main Street looking south from Franklin Street, 1962, approximately a year before the city's urban renewal (Santa Clara City Library, Santa Clara History Center Collection).

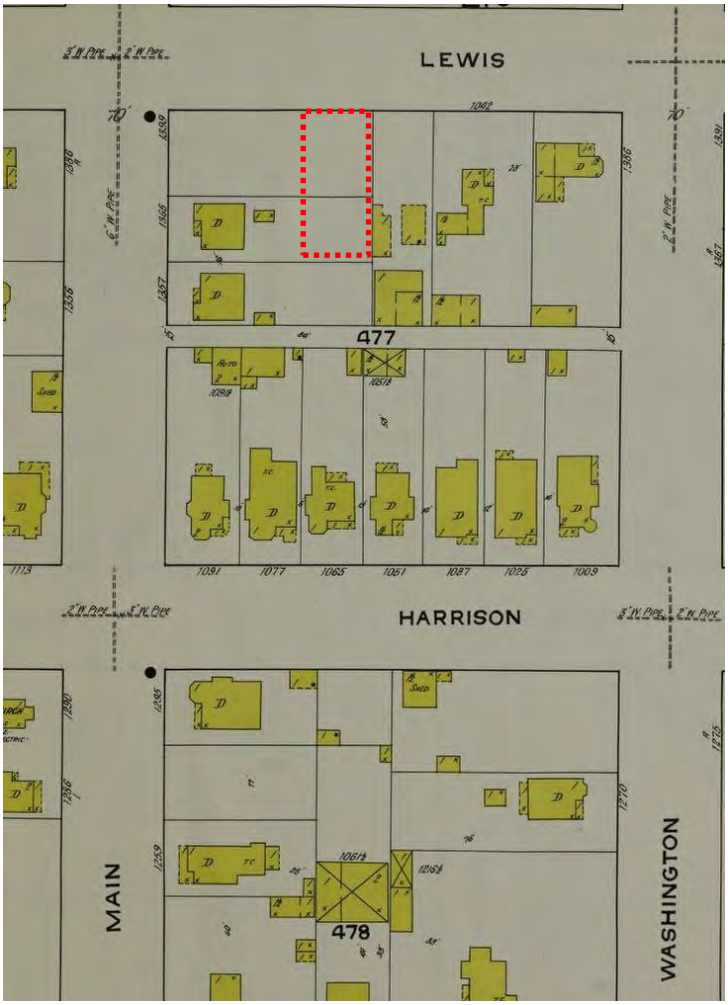

Figure 14. 1915 Sanborn Map, San Jose, approximate location of 1070 Lewis Street outlined in dashed red (Library of Congress).

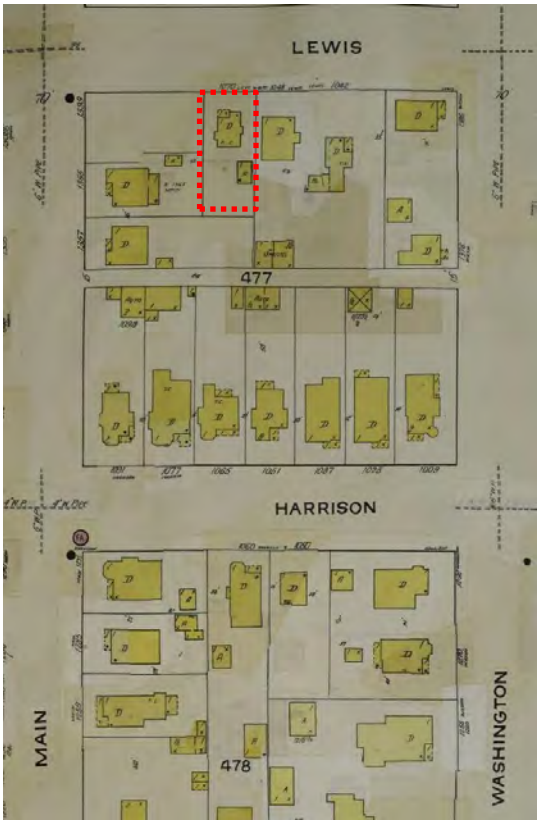

Figure 15. 1950 Sanborn Map, San Jose, the house and the garage at 1070 Lewis Street outlined in dashed red (Library of Congress).

Figure 16. Aerial photograph from March 13, 1931, approximate location of the subject property outlined in dashed red (UCSB Geospatial Collection).

Figure 17. Aerial photograph from May 2, 1968, subject property outlined in dashed red (UCSB Geospatial Collection).

Figure 18. Aerial photograph from May 2, 1968, subject block outlined highlighted in red, the Franklin superblock in dashed blue (UCSB Geospatial Collection).

7. HISTORIC CONTEXT

The land where the City of Santa Clara developed was inhabited by the Ohlone people, who are estimated to have arrived in the Santa Clara Valley about 10,000 years ago. The area was later surveyed in 1769 by Jose Francisco Ortega, a member of the Portola expedition. In 1777, the Mission Santa Clara was established by the Franciscan priests, and remained under their jurisdiction till 1836. In the late 1830s, the government granted

portions of land, or *ranchos*, to their citizens. A section of Potrero de Santa Clara overlapped with the Santa Clara town lines. Cattle was raised on these lands and spurred a tanning and tarrow industry.[10]

Drawn by the vast amount of land and prospect of gold, droves of American settlers began moving to the Santa Clara Valley in the 1840s. In October 1847 William Campbell surveyed the lots in this area and drew up a town plat creating the original lines for the town of Santa Clara. On September 9, 1850, California became the 31st state and the town was incorporated on July 5, 1852. In the 1850s, the town began to take shape with each citizen being given a single plot of land, approximately one hundred square yards, under the condition they build on the land within three months. During this time, 23 houses were imported from the east coast and town structures were erected including stores, a schoolhouse, and churches. In 1851, Santa Clara College was established on the old mission site and became a prominent feature of the developing town. Santa Clara became a state-chartered city in 1862.[11]

While the city encompassed a small area of two miles long and a half mile wide, small family farms and orchards developed outside city limits. As the town grew, it was supported by a variety of manufacturing, seed, and fruit industries such as the Block Fruit Packing Company established in 1878, and the Pratt-Low Preserving Company established in 1905. Santa Clara's economy in late 19th and early 20th century was largely characterized by fruit and seed industries, and logging manufacturers. Exported fresh, canned, or dried, the fruit industry was supported by the transcontinental railroad which was completed in 1869.[12]

By 1906, the population of the city had grown to nearly 5,000. Although the fruit business, including growing, packing, and canning peaked in the 1920s, it remained the focus of Santa Clara agriculture in the first half of the 20th century. Large farmlands were subdivided into three to fifty-acre orchards devoted to fruit production. The population remained fairly stable and did not increase greatly until after World War II when the city outgrew its 19th century boundaries and expanded to open lands north and west of the original city limits.[13]

The city's boundaries remained the same till after World War II when the city decided to expand north and west. The business community launched an active campaign to attract new non-agricultural related industries to Santa Clara County. Early industries that established plants in the Santa Clara Valley included Chicago's International Mineral and Chemical Corporation's Accent plant, the General Electric plant, and IBM. By the 1960s, Santa Clara County's economic base was dependent upon the electronic and defense industries. Attracted by the increasing job market, the population of the Santa Clara Valley experienced phenomenal growth after 1950. Between 1950 and 1969, residential subdivisions replaced orchards at an amazing speed. Rural roads were widened into freeways, and expressways and boulevards were lined with restaurants, automobile salesrooms, and car-oriented establishments. In response to the growing population, the city of Santa Clara replaced its 1913 city hall with a new civic center at the corner of Lincoln Street and Warburton Avenue in 1963; the new civic center included administrative offices and police facilities. Intel located in Santa Clara in 1970; by 1990 there were close to 500 manufacturing plants in the city. The electronics industry changed the agricultural nature of Santa Clara and the valley; and the city continued to grow into the late 20th century.[14]

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[10] *A Brief History of The Mission City: Santa Clara*, https://www.santaclaraca.gov/our-city/about-santa-clara/city-history (accessed June 30, 2022); Bea Lichtenstein, *Images of America, Santa Clara* (Inscribe Digital, August 2004), 6.
[11] *A Brief History of The Mission City*.
[12] Summarized from "City History," City of Santa Clara Website, https://www.santaclaraca.gov/our-city/about-santa-clara/city-history (accessed May 25, 2022); Archives & Architecture, LLC., *County of Santa Clara, Historic Context Statement,* December 2004 (updated February 2012), 43-47; Lichtenstein, *Images of America, Santa Clara*, 62.
[13] Ibid.
[14] Ibid.

8. ARCHITECT/BUILDER

No architects or builders were found to have been associated with the subject building.

9. OCCUPANCY HISTORY

The occupancy history of the subject property is outlined below.[15] No occupants were identified for the years between 1945 and 1971.

Dates	Occupants
1976-2020	Alda Leal
1993	Helder Leal (student)
1970 - 1972	Manuel J. Lourenco (janitor)
1944-1947	Carrie Mendoza (widow to Frank Mendoza)
1945	Chan Mendoza
1945	Joseph Mendoza (cannery worker)
1935 – c.1940	Vincent Mirrione (railroad clerk) and Edna Mirrione (nurse)

10. REGULATORY FRAMEWORK

The regulatory background provided below offers an overview of national, state, and local criteria used to assess historic significance.

National Register of Historic Places Criteria

National Register Bulletin Number 15, *How to Apply the National Register Criteria for Evaluation*, describes the Criteria for Evaluation as being composed of two factors. First, the property must be "associated with an important historic context."[16] The National Register identifies four possible context types, of which at least one must be applicable at the national, state, or local level. As listed under Section 8, "Statement of Significance," of the NRHP Registration Form, these are:

A. Property is associated with events that have made a significant contribution to the broad patterns of our history.

B. Property is associated with the lives of persons significant in our past.

C. Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

[15] Polk Directories; ancestry.com.
[16] National Park Service, *How to Apply the National Register Criteria for Evaluation, National Register Bulletin 15* (Washington, DC: United States Department of the Interior, 1997), 3.

D. Property has yielded, or is likely to yield, information important to prehistory or history.[17]

Second, for a property to qualify under the National Register's Criteria for Evaluation, it must also retain "historic integrity of those features necessary to convey its significance."[18] While a property's significance relates to its role within a specific historic context, its integrity refers to "a property's physical features and how they relate to its significance."[19] To determine if a property retains the physical characteristics corresponding to its historic context, the National Register has identified seven aspects of integrity:

> Location is the place where the historic property was constructed or the place where the historic event occurred...
>
> Design is the combination of elements that create the form, plan, space, structure, and style of a property...
>
> Setting is the physical environment of a historic property...
>
> Materials are the physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property...
>
> Workmanship is the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory...
>
> Feeling is a property's expression of the aesthetic or historic sense of a particular period of time...
>
> Association is the direct link between an important historic event or person and a historic property.[20]

Since integrity is based on a property's significance within a specific historic context, an evaluation of a property's integrity can only occur after historic significance has been established.[21]

California Register of Historical Resources Criteria

The California Office of Historic Preservation's Technical Assistance Series #6, *California Register and National Register: A Comparison*, outlines the differences between the federal and state processes. The criteria to be used when establishing the significance of a property for listing on the California Register of Historical Resources (CRHR) are very similar, with emphasis on local and state significance. They are:

1. It is associated with events that have made a significant contribution to the broad patterns of local or regional history, or the cultural heritage of California or the United States; or
2. It is associated with the lives of persons important to local, California, or national history; or
3. It embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values; or

[17] National Park Service, *How to Complete the National Register Registration Form, National Register Bulletin 16A* (Washington, DC: United States Department of the Interior, 1997), 75.
[18] National Park Service, *National Register Bulletin 15,* 3.
[19] Ibid., 44.
[20] Ibid., 44-45.
[21] Ibid., 45.

4. It has yielded, or is likely to yield, information important to prehistory or history of the local area, California, or the nation.[22]

The CRHR requires the establishment of historic significance before integrity is considered. California's integrity threshold is slightly lower than the federal level. As a result, some resources that are historically significant but do not meet National Register of Historic Places (NRHP) integrity standards may be eligible for listing on the CRHR.[23]
California's list of special considerations is shorter and more lenient than the NRHP. It includes some allowances for moved buildings, structures, or objects, as well as lower requirements for proving the significance of resources that are less than 50 years old and a more elaborate discussion of the eligibility of reconstructed buildings.[24]

In addition to separate evaluations for eligibility for the CRHR, the state automatically lists on the CRHR resources that are listed or determined eligible for the NRHP through a complete evaluation process.[25]

Integrity
Second, for a property to qualify under the CRHR's Criteria for Evaluation, it must also retain "historic integrity of those features necessary to convey its significance."[26] While a property's significance relates to its role within a specific historic context, its integrity refers to "a property's physical features and how they relate to its significance."[27] To determine if a property retains the physical characteristics corresponding to its historic context, the NRHP has identified seven aspects of integrity (identified above under the NRHP criteria), which the CRHR closely follows.[28]

City of Santa Clara Criteria[29]

The criteria for local significance were adapted on April 20, 2004, by the City of Santa Clara City Council. Any building, site, or property in the City that is 50 years old or older and meets certain criteria of architectural, cultural, historical, geographical or archeological significance is potentially eligible.

<u>Criterion for Historical or Cultural Significance</u>
To be historically or culturally significant, a property must meet at least one of the following criterion:

- The site, building or property has character, interest, integrity and reflects the heritage and cultural development of the city, region, state, or nation.
- The property is associated with a historical event.
- The property is associated with an important individual or group who contributed in a significant way to the political, social and/or cultural life of the community.
- The property is associated with a significant industrial, institutional, commercial, agricultural, or transportation activity.

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[22] California Office of Historic Preservation, *California Register and National Register: A Comparison*, Technical Assistance Series 6, (Sacramento, 2001), 1.
[23] *California Register and National Register: A Comparison*.
[24] *California Register and National Register: A Comparison*, 2.
[25] All State Historical Landmarks from number 770 onward are also automatically listed on the California Register. California Office of Historic Preservation, *California Register of Historical Resources: The Listing Process*, Technical Assistance Series 5 (Sacramento, n.d.), 1.
[26] United States Department of the Interior, *How to Apply the National Register Criteria for Evaluation*, National Register Bulletin, No. 15 (Washington, D.C., 1997), 3.
[27] *How to Apply the National Register Criteria for Evaluation*, 44.
[28] *How to Apply the National Register Criteria for Evaluation*, 1.
[29] Santa Clara General Plan, Public Hearing Draft (July 2020), pages 8.9-18 and 8.9-19.

- A building's direct association with broad patterns of local area history, including development and settlement patterns, early or important transportation routes or social, political, or economic trends and activities. Included is the recognition of urban street pattern and infrastructure.
- A notable historical relationship between a site, building, or property's site and its immediate environment, including original native trees, topographical features, outbuildings or agricultural setting.

Criterion for Architectural Significance

To be architecturally significant, a property must meet at least one of the following criterion:

1. The property characterizes an architectural style associated with a particular era and/or ethnic group.
2. The property is identified with a particular architect, master builder or craftsman.
3. The property is architecturally unique or innovative.
4. The property has a strong or unique relationship to other areas potentially eligible for preservation because of architectural significance.
5. The property has a visual symbolic meaning or appeal for the community.
6. A building's unique or uncommon building materials, or its historically early or innovative method of construction or assembly.
7. A building's notable or special attributes of an aesthetic or functional nature. These may include massing, proportion, materials, details, fenestration, ornamentation, artwork or functional layout.

Criterion for Geographic Significance

To be geographically significant, a property must meet at least one of the following criterions:

1. A neighborhood, group or unique area directly associated with broad patterns of local area history.
2. A building's continuity and compatibility with adjacent buildings and/or visual contribution to a group of similar buildings.
3. An intact, historical landscape or landscape features associated with an existing building.
4. A notable use of landscaping design in conjunction with an existing building.

Criterion for Archaeological Significance

For the purposes of CEQA, an "important archaeological resource" is one which:

1. Is associated with an event or person of
    A. Recognized significance in California or American history, or
    B. Recognized scientific importance in prehistory.
2. Can provide information, which is both of demonstrable public interest, and useful in addressing scientifically consequential and reasonable or archaeological research questions.
3. Has a special or particular quality such as oldest, best example, largest, or last surviving example of its kind.
4. Is at least 100 years old and possesses substantial stratigraphic integrity; or
5. Involves important research questions that historical research has shown can be answered only with archaeological methods.

California Environmental Quality Act

When a proposed project may adversely affect a historical resource, the California Environmental Quality Act (CEQA) requires a city or county to carefully consider the possible impacts before proceeding (Public Resources

Code Sections 21084 and 21084.1). CEQA equates a substantial adverse change in the significance of a historical resource with a significant effect on the environment (Section 21084.1). The Act explicitly prohibits the use of a categorical exemption within the CEQA Guidelines for projects which may cause such a change (Section 21084).

A "substantial adverse change" is defined as "physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of an historical resource would be materially impaired." Further, that the "significance of an historic resource is materially impaired when a project "demolishes or materially alters in an adverse manner those physical characteristics of an historical resource that convey its historical significance and that justify its inclusion in, or eligibility for inclusion in the California Register of Historical Resources;" or "demolishes or materially alters in an adverse manner those physical characteristics that account for its inclusion in a local register of historical resources..." or demolishes or materially alters in an adverse manner those physical characteristics of a historical resource that convey its historical significance and that justify its eligibility for inclusion in the California Register of Historical Resources as determined by a lead agency for purposes of CEQA."

CEQA effectively requires preparation of a mitigated Negative Declaration or an EIR whenever a project may adversely impact historic resources. Current CEQA law provides that an EIR must be prepared whenever it can be fairly argued, on the basis of substantial evidence in the administrative record, that a project may have a significant effect on a historic resource (Guidelines Section 15064). A mitigated Negative Declaration may be used where all potentially significant effects can be mitigated to a level of insignificance (Section 21080). For example, a mitigated Negative Declaration may be adopted for a project which meets the Secretary of Interior's Standards for Rehabilitation and local historic preservation regulations, and so will not adversely affect the resource.

For the purposes of CEQA (Guidelines Section 15064.5), the term "historical resources" shall include the following:

1. A resource listed in, or determined to be eligible by the State Historical Resources Commission, for listing in, the California Register of Historical Resources (Pub. Res. Code SS5024.1, Title 14 CCR, Section 4850 et.seq.).
2. A resource included in a local register of historical resources, as defined in Section 5020.1(k) of the Public Resources Code or identified as significant in an historical resource survey meeting the requirements of Section 5024.1(g) of the Public Resources Code, shall be presumed to be historically or culturally significant. Public agencies must treat any such resource as significant unless the preponderance of evidence demonstrates that it is not historically or culturally significant.
3. Any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California, may be considered to be an historical resource, provided the lead agency's determination is supported by substantial evidence in light of the whole record. Generally, a resource shall be considered by the lead agency to be "historically significant" if the resource meets the criteria for listing in the CRHR (Public Resources Code Section 5024.1, Title 14 CCR, Section 4800.3) as follows:
    A. Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;
    B. Is associated with the lives of persons important in our past;
    C. Embodies the distinctive characteristics of a type, period, region, or method of construction, or

represents the work of an important creative individual, or possesses high artistic values; or

D. Has yielded, or may be likely to yield, information important in prehistory or history. (Guidelines for the California Environmental Quality Act)

11. SIGNIFICANCE EVALUATION

Current Historic Status

The subject property at 1070 Lewis Street, Santa Clara has not previously been identified on any local, state, or national historic resources inventory.

NRHP/CRHR Evaluation

Criterion A/1 – Association with significant events

The subject block sits in the Old Quad, which developed in the late 19th century when the town of Santa Clara was beginning to take shape. Main Street ran through south to the City Park Plaza and was occupied businesses as well as single-family dwellings. While much of the eastern and southern sections of the block by Harrison and Main streets had houses by the late 19th and early 20th centuries, the subject house was not built until the 1930s. The house at 1070 Lewis Street is not associated with the 19th century development of the town of Santa Clara nor the wave of residential construction at the beginning of the 20th century. The subject parcel is associated with the Portuguese immigrants who made significant contributions to the cultural heritage and broad patterns of local history. The Freitas family who immigrated from Madeira, Portugal to Santa Clara owned the subject parcel that features the houses at 1365 Main Street and 1070 Lewis Street. The early Portuguese immigrants from Madeira and the Azores Islands contributed to the economic life of community and made significant contributions to the town's political, social and cultural life. While the parcel, especially the house at 1365 Main Street, is associated with the Portuguese immigrants who settled in Santa Clara in the early 20th century, and the house at 1070 Lewis Street is a later addition to the property and does not appear to individually reflect the contributions of this group in a significant way. Therefore, the property at 1070 Lewis Street does not appear eligible for listing on the NRHP or CRHR under Criterion A/1.

Criterion B/2 – Persons

No persons of known historical significance appear to have been associated with the subject property. 1070 Lewis Street shares its L-shaped parcel with another single-family dwelling on 1365 Main Street. Manuel Freitas purchased the house at 1365 Main Street and lived there with his family. While active in the Portuguese community of Santa Clara, none of the Freitas family members are known as important figures in the history of the City or California. Freitas later built the house at 1070 Lewis Street, and rented it out to Vincent Mirrione and his family. The Mirriones and the subsequent occupants are not known as important historical figures to the city of Santa Clara or California. Therefore, the property does not appear eligible for listing on the NRHP or CRHR under Criterion B/2.

Criterion C/3 – Architecture and Construction

Constructed c. 1935, the house at 1070 Lewis Street is vernacular in character. Although it shares some characteristics with the Minimal Traditional style in its simple one-story rectangular massing, low-pitched gabled roof, and minimal ornament, it is not an exemplary representation of this architectural style. A utilitarian garage is to the southeast of the house. Both the single-family house and the garage are of common construction and materials. No architect or builder has been identified for the building. Therefore, the subject property does not appear eligible for listing on the NRHP or CRHR under Criterion C/3.

Criterion D/4 – Information Potential

Archival research provided no indication that the subject property has the potential to yield information important to the prehistory or history of the local area, California, or the nation. The subject property does not appear eligible for listing on the NRHP or CRHR under Criterion D/4.

Integrity

Since the property does not appear individually eligible for listing on the NRHP or CRHR, an integrity assessment was not undertaken.

City of Santa Clara Significance Evaluation

Criterion for Historical or Cultural Significance

1. *The site, building or property has character, interest, integrity and reflects the heritage and cultural development of the city, region, state, or nation.*
   Constructed c. 1935, the house at 1070 Lewis Street was built after the initial establishment of Santa Clara in the late 19th century and after the city's turn-of-the-20th-century residential development. It does not significantly reflect the growth of the subject block, but rather follows an established trend and does not stand out among other houses that were built the area. The property does not appear eligible under this criterion.

2. *The property is associated with a historical event.*
   The property does not appear eligible under this criterion since research has not indicated any associations with a particular historical event.

3. *The property is associated with an important individual or group who contributed in a significant way to the political, social and/or cultural life of the community.*
   Manuel Freitas, the original owner of 1070 Lewis Street, was part of Portuguese social and culture clubs in Santa Clara. The early Portuguese immigrants from Madeira and the Azores Islands contributed to the economic life of community and made significant contributions to the town's political, social and cultural life. While the parcel, especially the house at 1365 Main Street, is associated with the Portuguese immigrants who settled in Santa Clara in the early 20th century, and the house at 1070 Lewis Street does not appear to individually reflect the contributions of this group. Therefore, it does not appear eligible under this criterion.

4. *The property is associated with a significant industrial, institutional, commercial, agricultural, or transportation activity.*
   The property was constructed c. 1935 well after Santa Clara's original downtown was developed and is not associated with commercial development along Main or Franklin streets. The property does not appear eligible under this criterion.

5. *A building's direct association with broad patterns of local area history, including development and settlement patterns, early or important transportation routes or social, political, or economic trends and activities. Included is the recognition of urban street pattern and infrastructure.*
   This building is not directly associated with the broad development patterns of the city of Santa Clara. The house was built after the turn-of-the-20th-century residential development of the city. The property does not appear eligible under this criterion.

6. *A notable historical relationship between a site, building, or property's site and its immediate environment, including original native trees, topographical features, outbuildings or agricultural setting.*
   The property does not appear eligible under this criterion since it lacks a notable historical relationship with its immediate environment.

1070 Lewis Street does not appear to be individually eligible for local listing under historical or cultural significance.

Criterion for Architectural Significance

1. *The property characterizes an architectural style associated with a particular era and/or ethnic group.*
   The subject property is vernacular with some characteristics of the Minimal Traditional style. The building is a modest single-family house, not discernable from other vernacular houses of its time in the area. The property does not appear eligible under this criterion.

2. *The property is identified with a particular architect, master builder or craftsman.*
   No particular architect, master builder, or craftsman is associated with the building; therefore, the property does not appear eligible under this criterion.

3. *The property is architecturally unique or innovative.*
   The property does not appear to be architecturally unique or innovative; both the house and the garage are of common construction and materials with no notable or special attributes. The property does not appear eligible under this criterion.

4. *The property has a strong or unique relationship to other areas potentially eligible for preservation because of architectural significance.*
   The house at 1070 Lewis Street shares a parcel with the single-family dwelling at 1365 Main Street, which has been found potentially eligible for listing in the National Register of Historic Places and the California Register of Historical Resources under Criterion C/3 (Architecture). The single-family dwelling at 1070 Lewis Street was owned and built by Manuel Freitas, who purchased the single-family house at 1365 Main Street years prior. However, the house at 1070 Lewis Street is not architecturally significant and bears little resemblance to the single-family house at 1365 Main Street. The property does not appear eligible under this criterion.

5. *The property has a visual symbolic meaning or appeal for the community.*
   The property does not appear to have any visual symbolic meaning or appeal for the community; thus, it does not appear eligible under this criterion.

6. *A building's unique or uncommon building materials, or its historically early or innovative method of construction or assembly.*
   The subject building appears to be of common construction and materials. The property does not appear eligible under this criterion.

7. *A building's notable or special attributes of an aesthetic or functional nature. These may include massing, proportion, materials, details, fenestration, ornamentation, artwork or functional layout.*
   The house at 1070 Lewis Street is a modest residential structure with no notable or special attributes; therefore, the property does not appear eligible under this criterion.

The house at 1070 Lewis Street does not appear eligible for listing for architectural significance.

Criterion for Geographic Significance

1. *A neighborhood, group or unique area directly associated with broad patterns of local area history.*
   Constructed c. 1935, the subject property is in the Old Quad neighborhood which developed in the late 19th and the early 20th centuries. The subject property followed an established trend and is not associated with the neighborhood's or Santa Clara's original downtown's initial development or Santa Clara's original downtown. The property does not appear eligible under this criterion.

2. *A building's continuity and compatibility with adjacent buildings and/or visual contribution to a group of similar buildings.*
   The subject property is compatible with the surrounding residential buildings and landscape, specifically the single-family house at 1365 Main Street, since all the buildings on and around the subject block are similar in scale and material. However, the connection is minimal, and this does not create a significant visual link with the adjacent buildings. The property does not appear eligible under this criterion.

3. *An intact, historical landscape or landscape features associated with an existing building.*
   There are no intact historical landscape features associated with 1070 Lewis Street; thus, the property does not appear eligible under this criterion.

4. *A notable use of landscaping design in conjunction with an existing building.*
   The property does not appear eligible under this criterion since it does not have a notable use of landscape design.

1070 Lewis Street does not appear eligible for local listing under geographic significance.

Criterion for Archeological Significance

1070 Lewis Street was not evaluated for archeological significance.

In conclusion, the property at 1070 Lewis Street in Santa Clara does not appear individually eligible for listing on the NRHP, CRHR or the local inventory as it does not have significance under any criteria.

12. CONCLUSION

The property at 1070 Lewis Street does not appear to possess sufficient historical significance for listing in the NRHP or CRHP. The property is not associated with the residential growth of the area, Santa Clara's original downtown, or the City of Santa Clara in a significant wany. No persons of significance are known to be directly associated with the property. The building is a modest vernacular house and is not associated with a master architect, designer, or builder. The property is unlikely to yield information important to the prehistory or history of the area. Therefore, the subject property does not appear to be individually eligible on the NRHP or CRHR. The subject property also does not appear to be eligible individually for local listing since it does not have significance under the City of Santa Clara criteria.

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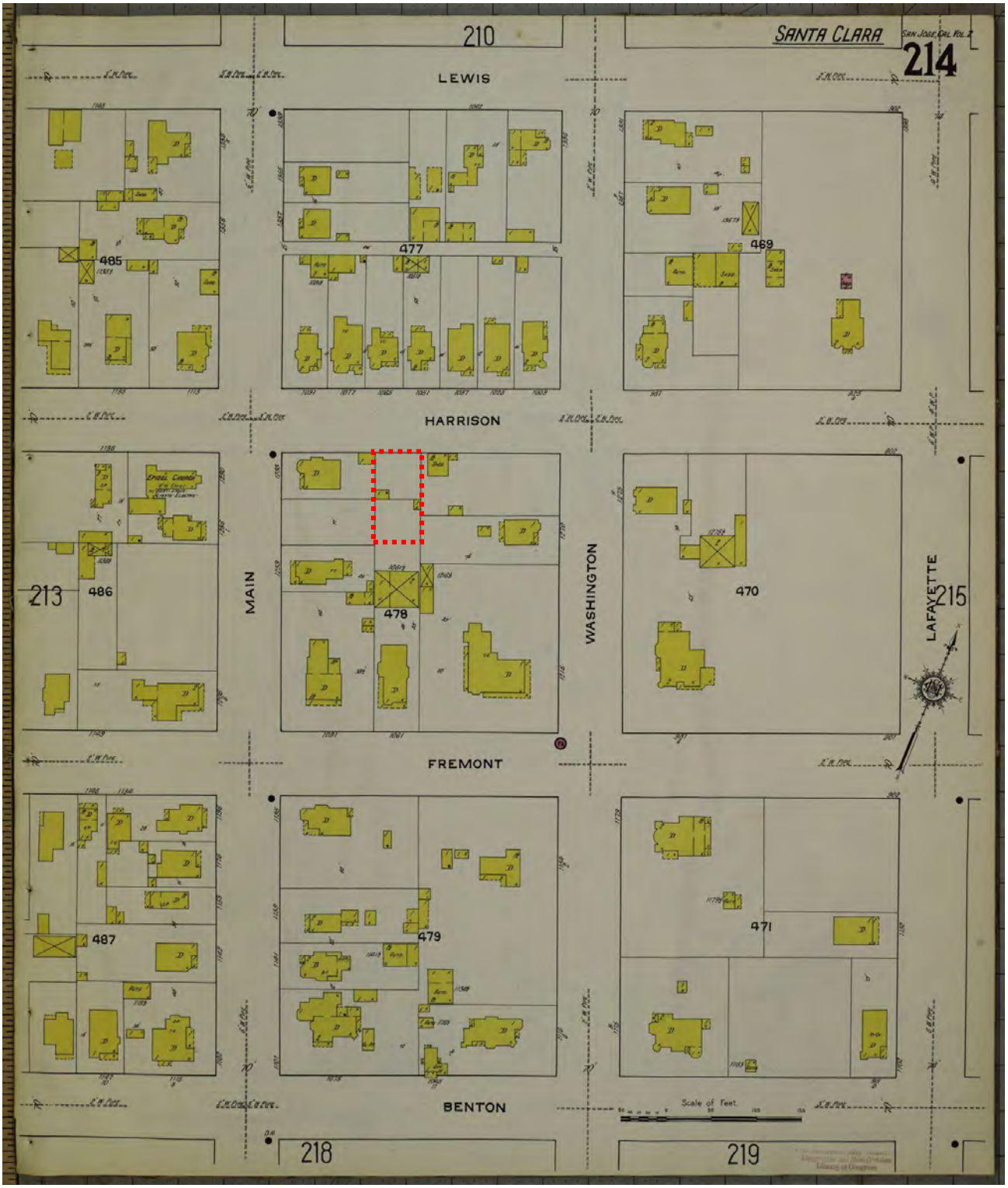
APPENDIX

SANBORN FIRE INSURANCE MAPS

DPR FORM



Sanborn Fire Insurance Map from San Jose, Santa Clara County, California, 1915, Vol. 2 (Library of Congress, Geography and Map Division).

Sanborn Fire Insurance Map from San Jose, Santa Clara County, California; Reprinted 1950 (Library of Congress, Geography and Map Division).

State of California ▯ The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PRIMARY RECORD

Primary #
HRI #
Trinomial
NRHP Status Code

Other Review Code | Reviewer | Date | Listings

Page 1 **of** 11 ***Resource Name or #:** (Assigned by recorder) 1070 Lewis Street
P1. Other Identifier:

***P2. Location:** ▯ **Not for Publication** ✓ **Unrestricted**
***a. County** Santa Clara **and** (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)
***b. USGS 7.5' Quad** _____ **Date** _____ **T** __; **R** ___; __ ▯ **of** __ ▯ **of Sec** __; _____**B.M.**
c. Address 1070 Lewis Street City Santa Clara Zip 95050
d. UTM: (Give more than one for large and/or linear resources) Zone __, _____ mE/ _____ mN
e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, decimal degrees, etc., as appropriate) APN 269-05-082

***P3a. Description:** (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)
The subject property is in the southeast of City of Santa Clara, on the block bound by Lewis Street to the north, Washington Street to the east, an alley dividing the block and Harrison Street to the south, and Main Street to the west. The rest of the block consists of single-family homes and the surrounding area is predominantly residential with some commercial buildings. (See Continuation Sheet.)

***P3b. Resource Attributes:** (List attributes and codes)

***P4. Resources Present:** ✓ Building ▯ Structure ▯ Object ▯ Site ▯ District ▯ Element of District ▯ Other (Isolates, etc.)

P5b. Description of Photo: (view, date, accession #)
The front (north), TreanorHL, June 2022.

***P6. Date Constructed/Age and Source:**✓ Historic ▯ Prehistoric ▯ Both
c.1935, Beyond Buildings, Department of Parks and Recreation Primary Record 1365 Main Street, February 2022; aerial maps; Polk City Directories.

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects.)

***P7. Owner and Address:**

***P8. Recorded by:** (Name, affiliation, and address)
TreanorHL
550 Montgomery, Suite 500, Street San Francisco, CA

***P9. Date Recorded:** August 1, 2022

***P10. Survey Type:** (Describe)
Intensive survey

***P11. Report Citation**: (Cite survey report and other sources, or enter "none.") TreanorHL, *1070 Lewis Street, Santa Clara, CA, Historic Resources Assessment – Draft,* August 1, 2022

***Attachments:** ▯NONE ▯Location Map ✓Continuation Sheet ✓Building, Structure, and Object Record ▯Archaeological Record ▯District Record ▯Linear Feature Record ▯Milling Station Record ▯Rock Art Record ▯Artifact Record ▯Photograph Record ▯ Other (List):

BUILDING, STRUCTURE, AND OBJECT RECORD

***Resource Name or #** (Assigned by recorder) 1070 Lewis Street ***NRHP Status Code** _____

B1. Historic Name: _____

B2. Common Name: 1070 Lewis Street

B3. Original Use: Residential B4. Present Use: Residential

***B5. Architectural Style:** Vernacular

***B6. Construction History:** (Construction date, alterations, and date of alterations)

Constructed in c. 1935. (See Continuation Sheet.)

***B7. Moved?** ✓ **No** ☐ **Yes** ☐ **Unknown** **Date:** _____ **Original Location:** _____

***B8. Related Features:**

B9a. Architect: _____ b. Builder: _____

***B10. Significance: Theme** _____ **Area** _____

Period of Significance. _____ **Property Type** _____ **Applicable Criteria** _____

(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

The land where the City of Santa Clara developed was inhabited by the Ohlone people, who are estimated to have arrived in the Santa Clara Valley about 10,000 years ago. The area was later surveyed in 1769 by Jose Francisco Ortega, a member of the Portola expedition. In 1777, the Mission Santa Clara was established by the Franciscan priests, and remained under their jurisdiction till 1836. In the late 1830s, the government granted portions of land, or ranchos, to their citizens. A section of Potrero de Santa Clara overlapped with the Santa Clara town lines. Cattle was raised on these lands and spurred a tanning and tarrow industry.

Drawn by the vast amount of land and prospect of gold, droves of American settlers began moving to the Santa Clara Valley in the 1840s. In October 1847 William Campbell surveyed the lots in this area and drew up a town plat creating the original lines for the town of Santa Clara. On September 9, 1850, California became the 31st state and the town was incorporated on July 5, 1852. (See Continuation Sheet.)

B11. Additional Resource Attributes: (List attributes and codes) _____

***B12. References:**

See Continuation Sheets.

B13. Remarks:

***B14. Evaluator:** TreanorHL ***Date of Evaluation:** August 1, 2022

(Sketch Map with north arrow required.)

(This space reserved for official comments.)

***P3a. Description, Continued:**
The L-shaped parcel features five structures: two single-family houses, two detached garages, and one accessory structure. The house at 1070 Lewis Street sits on the north of the short arm of the L-shaped lot. A driveway leading to the garage for the house at 1070 Lewis Street runs north to south, east of the subject house.

Constructed c. 1935, the one-story over basement single-family house is rectangular in plan with central projections on the east and west facades. The wood-frame clapboard siding-clad building is capped by asphalt shingle-clad cross gable and flat roofs with wide eaves and closed rafters.

The asymmetrical north (front) façade features faux wood shutters on an aluminum-sash single-hung divided lite window on the west end and a partial-width porch with flat roof and wide overhang on the east. A decorative set of wood shutters sits on the gable end. The porch is supported by two square wood columns and shelters a single multi-lite glazed door and a multi-lite window with simple wide wood trim and an aluminum screen. A concrete walkway from the property line, perpendicular to Lewis Street, leads up to three steps to the porch.

A shallow volume projects from the east façade. It is capped by an asphalt-shingled gable roof and centered under the main cross-gabled roof. The extension is flanked by two wood-sash one-over-one windows with wide wood trim. Mirroring the east façade, a shallow volume with a gable roof and asphalt shingles projects from the west façade. Two wood-sash double-hung one-over-one windows with wood casing flank the extension; and a casement window with wood surrounds punctuates the center.

The south façade has a single glazed door behind a security gate accessed by a single concrete step. A fixed wood-sash window with a wood trim and an aluminum-sash sliding window with wood surrounds are on either side of the door. The basement is accessed through a pair of hinged T-111 panels that cover the low shelter extending from the south façade.

A one-car garage is located to the south of the house at 1070 Lewis Street. The wood-frame structure is rectangular in plan and has a gable roof. The east façade features double wood doors, while the other elevations are blind. The structure is clad in both vertical board and batten and horizontal dropped wood siding.

***B6. Construction History, Continued:**
The 1876 and 1887 maps show a whole block bound by Lewis, Washington, Harrison, and Main streets and by 1915, the Sanborn map shows the block divided by a narrow alley parallel to Lewis and Harrison streets. An accessory unit where the current detached garage sits appears on a 1931 aerial photograph. The subject house at 1070 Lewis Street was built c. 1935. The address was first listed in a 1935 city directory and the house first appears on a 1950 Sanborn map on a rectangular-shaped parcel separate from 1365 Main Street.[1]

The subject property falls within an area called the Old Quad, bound by railroad tracks to the north, Newhall Avenue to the east and south, and Scott Boulevard to the west.[2] The Old Quad encompasses the majority of the original town lines. Within the Old Quad is Franklin Street, which made up the core of the downtown area in the 19th and early 20th centuries. Franklin Street was the main thoroughfare and had a streetcar line, numerous businesses, a bank, theater, and the original town City Hall which was a mixed-purpose building with the police department and library.[3] Main Street intersected Benton Street, Franklin Street, and Homestead Road, leading to City Plaza Park, one of the town's first parks.[4]

Efforts for Santa Clara's downtown urban renewal began in 1958.[5] Federal funding was given to the City and by the 1960s, demolition began in the area bound by Benton Street, Lafayette Street, Homestead Road, and Madison Street.[6] The impetus behind the change was to tackle urban blight, a topic citizens were divided on. City planners envisioned commercial businesses clustered on a superblock, competing with emerging shopping malls. Franklin Square, located on the east end of the superblock, was completed and City Hall was moved to Warburton Street, but the rest of the demolished section remained relatively vacant for years.[7]

The block history is taken from the 1365 Main Street, Santa Clara DPR form from February 2022.[8]

> The block framed by Harrison, Washington, Lewis and Main Streets was not subdivided in 1866 and Lot 1 encompassed the entire block. According to the list of property owners and their improvements, which accompanied the 1866 survey, this was a 93177 sq. ft. tract, which contained 4 frame houses whose exact locations are unknown. The owner of both this block and the block immediately to the north was shown to be James Harris. Originally from Scotland, he had arrived in Santa Clara prior to 1852. Harris, a blacksmith, is shown on the 1868 Poll List for Santa Clara as having his residence on the subject block "near the comer of Lewis and Main."
>
> […]
>
> When The Plat of Santa Clara was drawn in the period between 1873 and 1875, it showed no change in the configuration of the block that had been surveyed nine years earlier. However, by then the block was owned by Samuel A. Bishop, who like James Harris had arrived in California during the Gold Rush. Born on September 2, 1825 in Albemarle County, Virginia, in 1848, he crossed the plains by ox-cart along the Santa Fe Trail, arriving in Los Angeles in October 1849.
>
> […]
>
> Here, among Bishop's many entrepreneurial activities, he invested in the purchase of several large tracts of land, started the street railway system where he acted as "President" of the San Jose and Santa Clara Horse Railroad, and among his many other business interests was Vice-President of the San Jose Savings Bank and President of the San Jose Homestead Association. By 1873, he had purchased the subject block from James Harris and at the end of the 1880s, while keeping ownership of the north half of Block 4 North, Range 1 West, Bishop sold the south half of the block to Hervey Morgan Leonard. When Bishop unexpectedly passed away on June 3, 1893, he still owned the north half of the block, which is where 1365 Main Street [and 1070 Lewis Street] would later be constructed, and it was included in his $100,000 estate, which went into probate.
>
> […]
>
> Among the properties in Bishop's estate was the large 21,129.90 sq. ft. lot at the SE corner of Lewis and Main Street, north of the alley that divided the block. The lot was acquired by Isaac Newton Thompson who was born in Indiana around 1824. Thompson came to California in 1849 with his wife, Anna and by 1850 had settled in Santa Clara. By 1852, when the Town of Santa Clara was incorporated, he had already started acquiring what would soon be large landholdings adjacent to the town and started raising a family.
>
> […]
>
> Thompson continued to participate in the purchase and sale of land and also in its development. He invested in that portion of what was at that time called the Saratoga and Santa Cruz toll road lying within Santa Clara County and in 1880 sold it to the County. Throughout the 1880s and 1890s, he continued to be a land speculator. By the turn of the Century, he and Emily resided in a house at 1085 Clay Street on a lot he owned at the NE corner of Clay and Main Streets. When he passed away at age 90, on August 5, 1913, Isaac N. and Emily A. C. Thompson were living in the recently constructed house, located at 1365 Main Street, on the property he had purchased from Samuel A Bishop's estate. (Note: this house and the one next door at 1357 Main Street, which is its mirror image, had to have been built between 1911 and 1912, as the address does not appear on the 1910 Census but the 1913 City directory, which came out in January, lists Emily as already living at 1365 Main Street.) Following Thompson's death, his second wife, Emily

Thompson continued to live in the subject residence at 1365 Main Street until 1918, when she moved in with her daughter, at 1321 Bellomy Street. (She was living here when she passed away in 1928.)

ln 1919, the home at 1365 Main Street was sold to George W. Lyle. Born in 1885 in Missouri, George W. Lyle had grown up in Santa Clara, where as a young man he started work as a constable. ln 1910 he married Ora Van Curran. ln 1918, he was elected the Sherriff of Santa Clara County, the position he held when the following year he purchased the subject home at 1365 Main Street. By 1925, George W. Lyle had left this house and moved into the new home he had purchased at 1543 Franklin Street. Manuel Souza, a grocer on Franklin Street, and his wife, Amelia, were now living the subject residence and Joseph and Nora Souza lived next door at 1357 Main Street. ln 1926 Manuel Freitas purchased 1365 Main Street and moved into it with his family. At the same time, his brother, Louis Freitas, purchased 1357 Main Street, next door to Manuel.

[…]

The Freitas' new home was located on the large parcel of land that began at the SE corner of Main and Lewis Streets and then went east for almost 140 feet on Lewis and south for 104 feet on Main Street. This gave the family plenty of room in which they, like so many of their fellow immigrant neighbors, could raise chickens and have a large garden in which to grow fruits and vegetables, both for eating and canning.

In Santa Clara, the agricultural-related businesses were the economic engine behind Santa Clara's growth and prosperity and while many of the men labored on the fruit farms, the great majority of the Portuguese women found work in the canneries and packing houses to provide extra income for their families; often joined by their sons and daughters as soon as they were old enough. When during the 1920s when Rosa Freitas went to work, it was at the Pratt Lowe Preserving Company.

[…]

ln the early 1930s, Manuel Freitas had another house built on his property; 1070 Lewis Street. By 1935, this house was being rented to Vincent Mirrione, a railroad clerk, and his wife for $2/month, providing rental income to the family.

[…]

ln 1994, the original parcel purchased by Manuel Freitas in 1926 was subdivided into 2 parcels. One of the new lots was an L-shaped portion with 38.33 feet fronting on Lewis Street where the house at 1070 Lewis exists and 54 feet fronting on Main Street where the Freitas home at 1365 Main Street is located. On August 9, 2021, the L-shaped portion of the original property that had been bought by Manuel Freitas in 1926 and where the Freitas home at 1365 Main Street is located, was sold to Pear Street lnvestment, LLC. The corner portion with the new house at 1074 Lewis Street is still in the Freitas family.

No permits were found to be associated with the 1070 Lewis Street property.

***B10. Significance, Continued:**
In the 1850s, the town began to take shape with each citizen being given a single plot of land, approximately one hundred square yards, under the condition they build on the land within three months. During this time, 23 houses were imported from the east coast and town structures were erected including stores, a schoolhouse, and churches. In 1851, Santa Clara College was established on the old mission site and became a prominent feature of the developing town. Santa Clara became a state-chartered city in 1862.[9]

While the city encompassed a small area of two miles long and a half mile wide, small family farms and orchards

developed outside city limits. As the town grew, it was supported by a variety of manufacturing, seed, and fruit industries such as the Block Fruit Packing Company established in 1878, and the Pratt-Low Preserving Company established in 1905. Santa Clara's economy in late 19th and early 20th century was largely characterized by fruit and seed industries, and logging manufacturers. Exported fresh, canned, or dried, the fruit industry was supported by the transcontinental railroad which was completed in 1869.[10]

By 1906, the population of the city had grown to nearly 5,000. Although the fruit business, including growing, packing, and canning peaked in the 1920s, it remained the focus of Santa Clara agriculture in the first half of the 20th century. Large farmlands were subdivided into three to fifty-acre orchards devoted to fruit production. The population remained fairly stable and did not increase greatly until after World War II when the city outgrew its 19th century boundaries and expanded to open lands north and west of the original city limits.[11]

The city's boundaries remained the same till after World War II when the city decided to expand north and west. The business community launched an active campaign to attract new non-agricultural related industries to Santa Clara County. Early industries that established plants in the Santa Clara Valley included Chicago's International Mineral and Chemical Corporation's Accent plant, the General Electric plant, and IBM. By the 1960s, Santa Clara County's economic base was dependent upon the electronic and defense industries. Attracted by the increasing job market, the population of the Santa Clara Valley experienced phenomenal growth after 1950. Between 1950 and 1969, residential subdivisions replaced orchards at an amazing speed. Rural roads were widened into freeways, and expressways and boulevards were lined with restaurants, automobile salesrooms, and car-oriented establishments. In response to the growing population, the city of Santa Clara replaced its 1913 city hall with a new civic center at the corner of Lincoln Street and Warburton Avenue in 1963; the new civic center included administrative offices and police facilities. Intel located in Santa Clara in 1970; by 1990 there were close to 500 manufacturing plants in the city. The electronics industry changed the agricultural nature of Santa Clara and the valley; and the city continued to grow into the late 20th century.[12]

Architect/Builder
No architects or builders were found to have been associated with the subject building.

Architectural Style
The single-family house at 1070 Lewis Street is vernacular with some characteristics of the Minimal Traditional architectural style. This style was popular between c. 1935 and 1950 and was constructed throughout the United States. The character-defining features the subject property shares with Minimal Traditional houses are:

- Low-pitched roof, oftentimes gabled
- One story in height
- Little roof overhang
- Double-hung multi-pane windows
- Minimal architectural detail[13]
-

Current Historic Status

The subject property at 1070 Lewis Street, Santa Clara has not previously been identified on any local, state, or national historic resources inventory.

Significance Evaluation – National Register of Historic Places (NRHP) & California Register of Historical Resources (CRHR) Evaluation[14]

Criterion A/1 – Association with significant events
The subject block sits in the Old Quad, which developed in the late 19th century when the town of Santa Clara was beginning to take shape. Main Street ran through south to the City Park Plaza and was occupied businesses as well as single-family dwellings. While much of the eastern and southern sections of the block by Harrison and Main

streets had houses by the late 19th and early 20th centuries, the subject house was not built until the 1930s. The house at 1070 Lewis Street is not associated with the 19th century development of the town of Santa Clara nor the wave of residential construction at the beginning of the 20th century. The subject parcel is associated with the Portuguese immigrants who made significant contributions to the cultural heritage and broad patterns of local history. The Freitas family who immigrated from Madeira, Portugal to Santa Clara owned the subject parcel that features the houses at 1365 Main Street and 1070 Lewis Street. The early Portuguese immigrants from Madeira and the Azores Islands contributed to the economic life of community and made significant contributions to the town's political, social and cultural life. While the parcel, especially the house at 1365 Main Street, is associated with the Portuguese immigrants who settled in Santa Clara in the early 20th century, and the house at 1070 Lewis Street is a later addition to the property and does not appear to individually reflect the contributions of this group in a significant way. Therefore, the property at 1070 Lewis Street does not appear eligible for listing on the NRHP or CRHR under Criterion A/1.

Criterion B/2 – Persons

No persons of known historical significance appear to have been associated with the subject property. 1070 Lewis Street shares its L-shaped parcel with another single-family dwelling on 1365 Main Street. Manuel Freitas purchased the house at 1365 Main Street and lived there with his family. While active in the Portuguese community of Santa Clara, none of the Freitas family members are known as important figures in the history of the City or California. Freitas later built the house at 1070 Lewis Street, and rented it out to Vincent Mirrione and his family. The Mirriones and the subsequent occupants are not known as important historical figures to the city of Santa Clara or California. Therefore, the property does not appear eligible for listing on the NRHP or CRHR under Criterion B/2.

Criterion C/3 – Architecture and Construction

Constructed c. 1935, the house at 1070 Lewis Street is vernacular in character. Although it shares some characteristics with the Minimal Traditional style in its simple one-story rectangular massing, low-pitched gabled roof, and minimal ornament, it is not an exemplary representation of this architectural style. A utilitarian garage is to the southeast of the house. Both the single-family house and the garage are of common construction and materials. No architect or builder has been identified for the building. Therefore, the subject property does not appear eligible for listing on the NRHP or CRHR under Criterion C/3.

Criterion D/4 – Information Potential

Archival research provided no indication that the subject property has the potential to yield information important to the prehistory or history of the local area, California, or the nation. The subject property does not appear eligible for listing on the NRHP or CRHR under Criterion D/4.

Integrity

Since the property does not appear individually eligible for listing on the NRHP or CRHR, an integrity assessment was not undertaken.

City of Santa Clara Significance Evaluation

Criterion for Historical or Cultural Significance

1. *The site, building or property has character, interest, integrity and reflects the heritage and cultural development of the city, region, state, or nation.*
   Constructed c. 1935, the house at 1070 Lewis Street was built after the initial establishment of Santa Clara in the late 19th century and after the city's turn-of-the-20th-century residential development. It does not significantly reflect the growth of the subject block, but rather follows an established trend and does not stand out among other houses that were built the area. The property does not appear eligible under this criterion.

2. *The property is associated with a historical event.*
   The property does not appear eligible under this criterion since research has not indicated any associations with a particular historical event.

3. *The property is associated with an important individual or group who contributed in a significant way to the political, social and/or cultural life of the community.*
   Manuel Freitas, the original owner of 1070 Lewis Street, was part of Portuguese social and culture clubs in Santa Clara. The early Portuguese immigrants from Madeira and the Azores Islands contributed to the economic life of community and made significant contributions to the town's political, social and cultural life. While the parcel, especially the house at 1365 Main Street, is associated with the Portuguese immigrants who settled in Santa Clara in the early 20th century, and the house at 1070 Lewis Street does not appear to individually reflect the contributions of this group. Therefore, it does not appear eligible under this criterion.

4. *The property is associated with a significant industrial, institutional, commercial, agricultural, or transportation activity.*
   The property was constructed c. 1935 well after Santa Clara's original downtown was developed and is not associated with commercial development along Main or Franklin streets. The property does not appear eligible under this criterion.

5. *A building's direct association with broad patterns of local area history, including development and settlement patterns, early or important transportation routes or social, political, or economic trends and activities. Included is the recognition of urban street pattern and infrastructure.*
   This building is not directly associated with the broad development patterns of the city of Santa Clara. The house was built after the turn-of-the-20th-century residential development of the city. The property does not appear eligible under this criterion.

6. *A notable historical relationship between a site, building, or property's site and its immediate environment, including original native trees, topographical features, outbuildings or agricultural setting.*
   The property does not appear eligible under this criterion since it lacks a notable historical relationship with its immediate environment.

1070 Lewis Street does not appear to be individually eligible for local listing under historical or cultural significance.

Criterion for Architectural Significance

1. *The property characterizes an architectural style associated with a particular era and/or ethnic group.*
   The subject property is vernacular with some characteristics of the Minimal Traditional style. The building is a modest single-family house, not discernable from other vernacular houses of its time in the area. The property does not appear eligible under this criterion.

2. *The property is identified with a particular architect, master builder or craftsman.*
   No particular architect, master builder, or craftsman is associated with the building; therefore, the property does not appear eligible under this criterion.

3. *The property is architecturally unique or innovative.*
   The property does not appear to be architecturally unique or innovative; both the house and the garage are of common construction and materials with no notable or special attributes. The property does not appear eligible under this criterion.

4. *The property has a strong or unique relationship to other areas potentially eligible for preservation because of architectural significance.*
   The house at 1070 Lewis Street shares a parcel with the single-family dwelling at 1365 Main Street, which has been found potentially eligible for listing in the National Register of Historic Places and the California Register of Historical Resources under Criterion C/3 (Architecture). The single-family dwelling at 1070 Lewis Street was owned and built by Manuel Freitas, who purchased the single-family house at 1365 Main Street years prior. However, the house at 1070 Lewis Street is not architecturally significant and bears little resemblance to the single-family house at 1365 Main Street. The property does not appear eligible under this criterion.

5. *The property has a visual symbolic meaning or appeal for the community.*
   The property does not appear to have any visual symbolic meaning or appeal for the community; thus, it does not appear eligible under this criterion.

6. *A building's unique or uncommon building materials, or its historically early or innovative method of construction or assembly.*
   The subject building appears to be of common construction and materials. The property does not appear eligible under this criterion.

7. *A building's notable or special attributes of an aesthetic or functional nature. These may include massing, proportion, materials, details, fenestration, ornamentation, artwork or functional layout.*
   The house at 1070 Lewis Street is a modest residential structure with no notable or special attributes; therefore, the property does not appear eligible under this criterion.

The house at 1070 Lewis Street does not appear eligible for listing for architectural significance.

<u>*Criterion for Geographic Significance*</u>

1. *A neighborhood, group or unique area directly associated with broad patterns of local area history.*
   Constructed c. 1935, the subject property is in the Old Quad neighborhood which developed in the late 19th and the early 20th centuries. The subject property followed an established trend and is not associated with the neighborhood's or Santa Clara's original downtown's initial development or Santa Clara's original downtown. The property does not appear eligible under this criterion.

2. *A building's continuity and compatibility with adjacent buildings and/or visual contribution to a group of similar buildings.*
   The subject property is compatible with the surrounding residential buildings and landscape, specifically the single-family house at 1365 Main Street, since all the buildings on and around the subject block are similar in scale and material. However, the connection is minimal, and this does not create a significant visual link with the adjacent buildings. The property does not appear eligible under this criterion.

3. *An intact, historical landscape or landscape features associated with an existing building.*
   There are no intact historical landscape features associated with 1070 Lewis Street; thus, the property does not appear eligible under this criterion.

4. *A notable use of landscaping design in conjunction with an existing building.*
   The property does not appear eligible under this criterion since it does not have a notable use of landscape design.

1070 Lewis Street does not appear eligible for local listing under geographic significance.

<u>*Criterion for Archeological Significance*</u>

1070 Lewis Street was not evaluated for archeological significance.

Criterion for Archeological Significance
1070 Lewis Street was not evaluated for archeological significance.
In conclusion, the property at 1070 Lewis Street in Santa Clara does not appear individually eligible for listing on the NRHP, CRHR or the local inventory as it does not have significance under any criteria.

***B12. References (Endnotes):**

[1] Lorie Garcia, Beyond Buildings, *Department of Parks and Recreation Primary Record 1365 Main Street, Santa Clara, CA,* February 15, 2022; 1931 aerial photograph; Polk City Directories via ancestry.com.

[2] "About," Old Quad Residents Association, accessed July 8, 2022, https://www.oldquadsantaclara.org/about.

[3] Urban Field Studio for the City of Santa Clara, *Santa Clara Downtown Community Meeting Notes*, October 21, 2015. Accessed on July 8, 2022.
https://www.santaclaraca.gov/home/showpublisheddocument/42032/636029014747270000;

Reclaiming Our Downtown, *Map Historic Downtown Santa Clara CA, Inclusive of Historic Pictures*, https://www.historypin.org/en/historic-downtown-santa-clara-ca/geo/37.349392,-121.945451,11/bounds/37.196946,-122.111963,37.501529,-121.778939/paging/1/pin/1154356.

[4] "Santa Clara Living, Downtown Santa Clara: Past, Present, and Future [2020]," YouTube video, posted by Santa Clara Living, March 2021, https://www.youtube.com/watch?v=fkXsAQ0tL5Y.

[5] Carolyn Schuk, "The History of Santa Clara's Downtown," *The Silicon Valley Voice*, November 16, 2017, https://www.svvoice.com/the-history-of-santa-claras-downtown/.

[6] Janice Bitters, "Residents rally to 'reclaim' demolished downtown Santa Clara," *San Jose Spotlight*, August 19, 2019, https://sanjosespotlight.com/residents-rally-to-reclaim-demolished-downtown-santa-clara/.

[7] "The Remaking of a Downtown: Destruction and Renewal in Santa Clara," *WRT Design*, January 21, 2021 https://www.wrtdesign.com/news/remaking-of-downtown-santa-clara.

[8] Lorie Garcia, Beyond Buildings, *Department of Parks and Recreation Primary Record 1365 Main Street, Santa Clara, CA,* February 15, 2022.

[9] *A Brief History of The Mission City: Santa Clara*, https://www.santaclaraca.gov/our-city/about-santa-clara/city-history (accessed June 30, 2022).

[10] Summarized from "City History," City of Santa Clara Website, https://www.santaclaraca.gov/our-city/about-santa-clara/city-history (accessed May 25, 2022); Archives & Architecture, LLC., *County of Santa Clara, Historic Context Statement,* December 2004 (updated February 2012), 43-47; Lichtenstein, *Images of America, Santa Clara*, 62.

[11] Ibid.

[12] Ibid.

[13] Virginia Savage McAlester, A Field Guide to American Houses, (New York: Alfred A. Knopf, 2020), 587-288.

[14] National Park Service, National Register Bulletin: How to apply the National Register criteria for evaluation, 75, https://www.nps.gov/nr/publications/bulletins/nrb15/nrb15_2.htm (accessed April 26, 2017); California Office of Historic Preservation, California Register and National Register: A Comparison, Technical Assistance Series 6 (Sacramento, 2001), 1.

RECORD WITHOUT FEE
PURSUANT TO GOV'T CODE SECTION 6103

Recording Requested by:
Office of the City Attorney
City of Santa Clara, California

When Recorded, Mail to:
Office of the City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Form per Gov't Code Section 27361.6 **[SPACE ABOVE THIS LINE FOR RECORDER'S USE]**

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement, (herein, "Agreement"), is made and entered into this ___ day of _____, 2023, ("Effective Date"), by and between Riccardo Marino, owner of certain real property located at 1365 Main Street ("OWNER") and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("CITY"). CITY and OWNER may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

A. **Recitals**.

(1) California Government Code Section 50280, et seq. authorizes the CITY to enter into a contract with the OWNER of qualified Historical Property to provide for the use, maintenance, and restoration of such Historical Property so as to retain its characteristics as property of historical significance.

(2) OWNER possesses fee title in and to that certain real property, together with associated structures and improvements thereon, shown on the 2023 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 269-05-082, and generally located at the street address 1365 Main Street, in the City of Santa Clara ("Historic Property"). A legal description of the Historic Property is attached hereto as "Legal Description," marked as "Exhibit "A," and incorporated herein by reference.

(3) The Historic Property is on the City of Santa Clara Architecturally or Historically Significant Properties list. OWNER submitted a Mills Act Proposal to City on December 23, 2021. The Proposal included a Primary Record from the State of California's Department of Parks and Recreation. A true and correct copy of the Proposal is attached to this Agreement as "Exhibit B".

(4) CITY and OWNER, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property and to qualify the Historic Property for an assessment of valuation pursuant to Section 439.2 of the California Revenue and Taxation Code.

B. **Agreement**.

NOW, THEREFORE, CITY and OWNER, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

(1) Effective Date and Term of Agreement. The term of this Agreement shall commence on the effective date of this Agreement and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such term will automatically be extended as provided in paragraph 2, below.

(2) Renewal.

(a) Each year on the anniversary of the effective date of this Agreement, ("renewal date"), one (1) year shall automatically be added to the term of this Agreement unless notice of nonrenewal is mailed as provided herein.

(b) If either the OWNER or CITY desires in any year not to renew the Agreement, OWNER or CITY shall serve written notice of nonrenewal of the Agreement. Unless such notice is served by OWNER to CITY at least ninety (90) days prior to the annual renewal date, or served by CITY to OWNER at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the balance of the remaining term of the Agreement as provided herein.

(c) OWNER may make a written protest of a nonrenewal notice issued by CITY. CITY may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to OWNER of nonrenewal. If either CITY or OWNER serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, from either original execution date or the last renewal date of the Agreement, whichever is applicable.

(3) Standards for Historical Property. During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

(a) OWNER shall preserve and maintain the characteristics of historical significance of the Historic Property. "The Secretary of the Interior's Standards for Rehabilitation," marked as “Exhibit C” to this agreement, and incorporated herein by this reference, contains a list of those minimum standards and conditions for maintenance, use, and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement.

(b) OWNER shall, when necessary or as determined by the Director of Planning and Inspection, restore and rehabilitate the property to conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, the United States Secretary of the Interior Standards for Rehabilitation and the California Historical Building Code and in accordance with the attached schedule of potential home improvements, drafted by the OWNER and approved by the City Council, attached hereto as "The Description of the Preservation and Restoration Efforts," marked as “Exhibit D” to this agreement, and incorporated herein by this reference.

(c) OWNER shall allow, and CITY requires, that after five (5) years, and every five (5) years thereafter, an inspection of the property’s interior and exterior shall be conducted by

a party appointed by CITY, to determine OWNER' continued compliance with the terms of this Agreement. OWNER acknowledge that the required inspections of the interior and exterior of the property were conducted prior to the effective date of this Agreement.

(4) <u>Provision for Information</u>.

(a) OWNER hereby agree to furnish CITY with any and all information requested by the CITY to determine compliance with the terms and provisions of this Agreement.

(b) It shall be the duty of the OWNER to keep and preserve, for the term of the Agreement, all records as may be necessary to determine the eligibility of the property involved, and the OWNER compliance with the terms and provisions of this Agreement, including, but not limited to blueprints, permits, historical and/or architectural review approvals, and schedules of potential home improvements drafted by the OWNER and approved by the City Council.

(5) <u>Cancellation</u>.

(a) CITY, following a duly noticed public hearing as set forth in California Government Code Section 50280, et seq., shall cancel this Agreement or bring an action in court to enforce this Agreement if it determines any one of the following:

(i) the OWNER breached any of the terms or conditions of this Agreement; or

(ii) the OWNER allowed the property to deteriorate to the point that it no longer meets standards for a qualified historic property.

(b) CITY may also cancel this Agreement if it determines that:

(i) the OWNER allowed the property to deteriorate to the point that it no longer meets building standards of the City Code and the codes it incorporates by reference, including, but not limited to, the Uniform Housing Code, the California Historical Building Code, the California Fire Code, and the Uniform Code for the Abatement of Dangerous Buildings or;

(ii) the OWNER has not complied with any other local, State, or federal laws and regulations.

(iii) the OWNER failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of this Agreement.

(c) In the event of cancellation, OWNER shall pay those cancellation fees set forth in California Government Code Section 50280, et seq. As an alternative to cancellation, OWNERS may bring an action in court to enforce the Agreement.

(6) <u>No Waiver of Breach</u>.

(a) No waiver by CITY of any breach under this Agreement shall be deemed to be a waiver of any other subsequent breach. CITY does not waive any claim of breach by OWNER if CITY does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for under the terms of this Agreement or in the City's laws and regulations are available to the City.

(7) <u>Mediation</u>.

(a) Any controversies between OWNER and CITY regarding the construction or application of this Agreement, and claim arising out of this contract or its breach, shall be submitted to mediation upon the written request of one party after the service of that request on the other party.

(b) If a dispute arises under this contract, either party may demand mediation by filing a written demand with the other party.

(c) The parties may agree on one mediator. If they cannot agree on one mediator, there shall be three: one named in writing by each of the parties within five days after demand for mediation is given, and a third chosen by the two appointed. Should either party refuse or neglect to join in the appointment of the mediator(s) or to furnish the mediator(s) with any papers or information demanded, the mediator(s) may proceed ex parte.

(d) A hearing on the matter to be arbitrated shall take place before the mediator(s) in the city of Santa Clara, County of Santa Clara, State of California, at the time and place selected by the mediator(s). The mediator(s) shall select the time and place promptly and shall give party written notice of the time and place at least fifteen (15) days before the date selected. At the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the sole discretion of the mediator(s). The mediator(s) shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

(e) The submission of a dispute to the mediator(s) and the rendering of a decision by the mediator(s) shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award may be given by any Superior Court having jurisdiction, or that Court may vacate, modify, or correct the award in accordance with the prevailing provisions of the California Mediation Act.

(f) Each party shall bear their own cost(s) of mediation.

(8) <u>Binding Effect of Agreement</u>.

(a) The OWNER hereby subjects the Historic Property described in Exhibit "A" hereto to the covenants, reservations, and restrictions as set forth in this Agreement. CITY and OWNER hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the OWNER successors and assigns in title or interest to the Historic Property. Each and every contract, deed, or other instrument hereinafter executed, covering, encumbering, or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations, and restrictions expressed in this Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument.

(b) CITY and OWNER hereby declare their understanding and intent that the burden of the covenants, reservations, and restrictions set forth herein touch and concern the land in that OWNER' legal interest in the Historic Property.

(c) CITY and OWNER hereby further declare their understanding and intent that the benefit of such covenants, reservations, and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Historic Property for the benefit of the CITY, public (which includes, but is not limited to the benefit to the public street generally located at 633 Park Court), and OWNER.

(9) Notice.

(a) Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

CITY: City of Santa Clara
Attn: City Clerk
1500 Warburton Avenue
Santa Clara, CA 95050

OWNERS: Pear Street Investment, LLC
1365 Main Street
Santa Clara, CA 95050

(b) Prior to entering a contract for sale of the Historic Property, OWNER shall give thirty (30) days notice to the CITY and it shall be provided at the address of the respective parties as specified above or at any other address as may be later specified by the parties hereto.

(10) No Partnership or Joint Enterprise Created. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns; nor shall such terms, provisions, or conditions cause them to be considered joint ventures or members of any joint enterprise.

(11) Hold Harmless and Indemnification. To the extent permitted by law, OWNER agree to protect, defend, hold harmless and indemnify CITY, its City Council, commissions, officers, agents, and employees from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising there from for which OWNER shall become legally liable arising from OWNER' acts, errors, or omissions with respect to or in any way connected with this Agreement.

(12) Attorneys' Fees. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to costs and other relief ordered by the court.

(13) Restrictive Covenants Binding. All of the agreements, rights, covenants, reservations, and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner pursuant to this Agreement.

(14) Mills Act Historic Property Contract Application Requirements. An application for a Mills Act Historic Property Contract shall be made through the Planning Division and shall include the following:

a. a Historic Resources Inventory form;

b. the description of the preservation or restoration efforts to be undertaken as referenced in paragraph 3 (b) as Exhibit "D";

c. a statement of justification for the Mills Act Historic Property designation and reassessment; and,

d. the Mills Act Historic Property Contract filing fee pursuant to paragraph 17.

(15) Mills Act Historic Property Contract Approval. Based upon the Historical and Landmarks Commission's ("Commission") review of the Mills Act Historic Property Contract criteria and recommendation to Council, and based upon the recommendation and approval by Council, a Mills Act Historic Property Contract may be entered into with OWNER. The decision of the City Council shall be final and conclusive in the matter.

(16) Recordation and Notice. No later than twenty (20) days after the parties execute and enter into this Agreement, the CITY shall cause this Agreement to be recorded in the office of the County Recorder of the County of Santa Clara.

(17) Fees. The Planning Department may collect such Mills Act Historic Property Contract application fee of $8,350.95 (eight thousand, three hundred, and fifty dollars and ninety-five cents), or other fees for the administration of this contract as are authorized from time to time by the City Council. Such fees do not exceed the reasonable cost of providing the service for which these fees are charged. OWNERS shall pay the County Recorder's Office recordation fees for recordation of this Mills Act Historic Property Contract and the recordation of the OWNERS updated Historic Resources Inventory form.

(18) Ordinary Maintenance. Nothing in this contract shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature in or on any Historic Property covered by this contract that does not involve a change in design, material, or external appearance thereof, nor does this contract prevent the construction, reconstruction, alteration, restoration, demolition, or removal of any such external architectural feature when the Director of Planning and Inspection determines that such action is required for the public safety due to an unsafe or dangerous condition which cannot be rectified through the use of the California Historical Building Code and when such architectural feature can be replaced according to the Secretary of Interior's Standards.

(19) California Historical Building Code. The California Historical Building Code ("CHBC") provides alternative building regulations for the rehabilitation, preservation, restoration, or relocation of structures designated as Historic Properties. The CITY's building permit procedure shall be utilized for any Historic Property which is subject to the provisions of this Agreement, except as otherwise provided in this Agreement or the CHBC. Nothing in this Agreement shall be deemed to prevent any fire, building, health, or safety official from enforcing

laws, ordinances, rules, regulations, and standards to protect the health, safety, welfare, and property of the OWNERS or occupants of the Historic Property or the public.

(20) Conservation Easements.

(a) Conservation easements on the facades of the Historical Property may be acquired by the CITY, or on the CITY's behalf, by a nonprofit group designated by the CITY through purchase, donation, or condemnation pursuant to California Civil Code Section 815.

(b) The OWNERS, occupant, or other person in actual charge of the Historical Property shall keep in good repair all of the exterior portions of the Historic Property, and all interior portions thereof whose maintenance is necessary to prevent deterioration and decay of any exterior architectural feature.

(c) It shall be the duty of the Director of Planning and Building Inspection to enforce this section.

(21) Severability. If any section, sentence, clause, or phrase of this Agreement is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, or by subsequent preemptive legislation, such decision shall not affect the validity and enforceability of the remaining provisions or portions of this Agreement. CITY and OWNER hereby declare that they would have adopted this Agreement, and each section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases may be declared invalid or unconstitutional.

(22) Integrated Agreement - Totality of Agreement. This Agreement embodies the agreement between CITY and OWNERS and its terms and conditions. No other understanding, agreements, or conversations, or otherwise, with any officer, agent, or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

(23) Captions. The captions of the various sections, paragraphs and subparagraphs are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

(24) Statutes and Law Governing Contract. This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

(25) Amendments. This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

IN WITNESS WHEREOF, CITY and OWNERS have executed this Agreement on the day and year first written above.

CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation

APPROVED AS TO FORM:

Office of the City Attorney City of Santa Clara	Jovan D. Grogan City Manager 1500 Warburton Avenue Santa Clara, CA 95050 Telephone: (408) 615-2210 Fax: (408) 241-6771

"CITY"

Pear Street Investments, LLC
Owner of 1365 Main Street

By: _____
Pear Street Investments, LLC
1365 Main Street
Santa Clara, CA 95050

"OWNER"

Exhibits:
A – Property Description
B – Primary Record
C – Standards for Rehabilitation
D – Restoration Schedule

LEGAL DESCRIPTION

Real property in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

PARCEL 1 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA STATE OF CALIFORNIA ON AUGUST 12, 1994, IN BOOK 658 OF MAPS, PAGE 1.

APN: 269-05-082

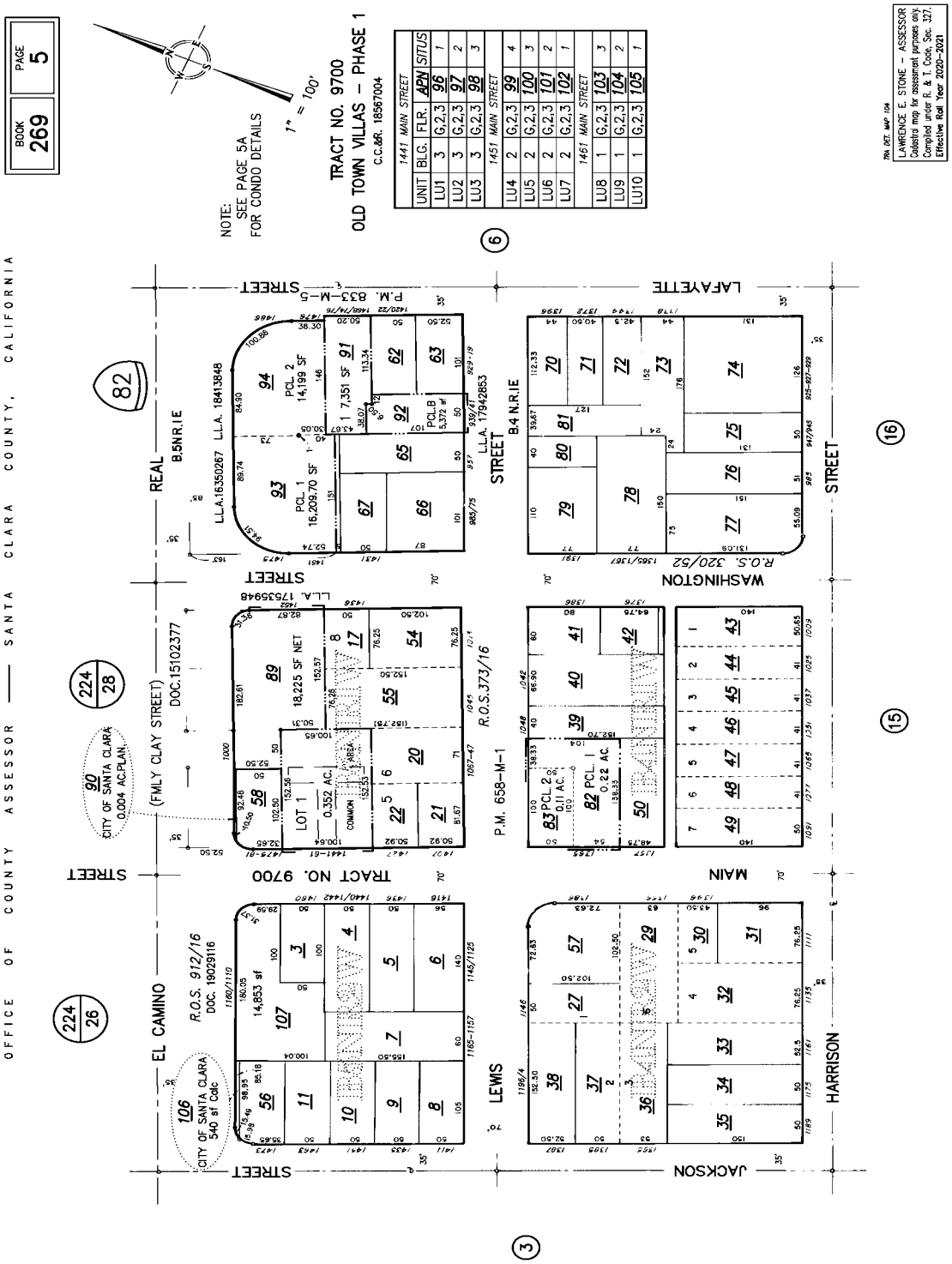

BOOK 269
PAGE 5
OFFICE OF COUNTY ASSESSOR — SANTA CLARA COUNTY, CALIFORNIA
NOTE: SEE PAGE 5A FOR CONDO DETAILS
1" = 100'
TRACT NO. 9700
OLD TOWN VILLAS – PHASE 1
C.C.&R. 18567004
1441 MAIN STREET
UNIT BLG. FLR. APN SITUS
LU1 3 G,2,3 96 1
LU2 3 G,2,3 97 2
LU3 3 G,2,3 98 3
1451 MAIN STREET
LU4 2 G,2,3 99 4
LU5 2 G,2,3 100 3
LU6 2 G,2,3 101 2
LU7 2 G,2,3 102 1
1461 MAIN STREET
LU8 1 G,2,3 103 3
LU9 1 G,2,3 104 2
LU10 1 G,2,3 105 1
TRA DET. MAP 104
LAWRENCE E. STONE – ASSESSOR
Cadastral map for assessment purposes only.
Compiled under R. & T. Code, Sec. 327.
Effective Roll Year 2020–2021
REAL STREET
LAFAYETTE STREET
WASHINGTON STREET
MAIN STREET
HARRISON STREET
JACKSON STREET
LEWIS STREET
TRACT NO. 9700
EL CAMINO STREET
(FMLY CLAY STREET)
DOC.15102377
R.O.S. 912/16
DOC. 19029116
R.O.S.373/16
P.M. 658-M-1
P.M. 833-M-5
R.O.S. 320/52
CITY OF SANTA CLARA 0.004 AC.PLAN
CITY OF SANTA CLARA 540 sf Calc
LOT 1 0.352 AC.
COMMON AREA
18,225 SF NET
14,853 sf
PCL. 1 16,209.70 SF
PCL. 2 14,199 SF
PCL.B 5,372 sf
L.L.A. 16350267 L.L.A. 18413848
L.L.A. 17942853
L.L.A. 17535948
B.5N.R.1E
B.4 N.R.1E
82
224/28
224/26
6
16
15
3

Exhibit C

Secretary of Interior's Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Main St. Project
1365 Main St Santa Clara

10 Year Mills Act Agreement

YEAR 1-2 Exterior Touch Up Paint & Cement Plaster Crack Repair
Perform touch up on exterior of residence, including all stucco, eaves, gutters, downspouts, windows trims, doors and other associated. Any minor dry rot or pest/rodent damaged areas found shall be repaired with epoxy filler and repainted to match.
YEAR 3-4 Termite Fumigation & Hvac
Check for infestation by drywood termites. Drill and treat the infested areas with termiticide. If required, mask over all accessible pellets and also check for the pellets to sift down or reappear in the same area where they have been masked over. Inspect and clean HVAC throughout the house. Replace filter in the return area.
YEAR 5-6 Interior Paint & Front yard landscape
Repaint or touch up all interior wall. Any minor damages on interior trims shall be repaired. Maintain front yard landscape. Trim all existing plants and replace/ add new plants. Check all irrigation and drainage in the front yard.
YEAR 7-8 Repair Gutter & Roof
Repair partial existing asphalt composition shingle roofing with new asphalt composition shingle roofing with a more similar profile and shadow line of wood shingles.
Repair any dry rot at roof rafters at the eaves (epoxy repair or replace to match) and install new ogee style gutter with 2" or 3" diameter downspouts in required areas. Must check if rain gutter or downspouts appear to be leaking or clogged before replacing.
YEAR 9-10 Foundation & Substructure
Replace deteriorating and compromised concrete foundation (over-excavation at dirt basement storage area) with new concrete basement foundations (concrete slab and retaining walls with associated drainage). Remove and replace all the damaged wood members found underneath flooring. Inspect any subfloor without insulation or insulation touching the ground. Also, check if there is cellulose debris in earth contact in the substructure area. Replace the wood members of the substructure.

Dear Planning Staff and Historic & Landmark Commissioners,

This letter is to verify the progress of the 10 year Mills Act agreement. The agreement will provide historical integrity of the property as outlined in the 10 year plan. Our desire is to make the property function in a safe and comfortable manner. We intend to restore as much hardware and fixtures as possible or replace them with other used historical items as well as installing some new materials. This project fits our desires well and most certainly would be good for this historic area of Santa Clara.

Sincerely,
Salvatore Caruso Design Corporation

1365 MAIN ST & 1070 LEWIS ST
SANTA CLARA, CA 95050

APPLICABLE CODES

PART 1.0, 2022 CALIFORNIA ADMINISTRATIVE CODE
PART 2.0, 2022 CALIFORNIA BUILDING CODE (CBC)
PART 2.5, 2022 CALIFORNIA RESIDENTIAL CODE (CRC)
PART 3.0, 2022 CALIFORNIA ELECTRIC CODE (CEC)
PART 4.0, 2022 CALIFORNIA MECHANICAL CODE (CMC)
PART 5.0, 2022 CALIFORNIA PLUMBING CODE
PART 6.0, 2022 CALIFORNIA ENERGY CODE
PART 9.0, 2022 CALIFORNIA FIRE CODE (WITH LOCAL AMENDMENTS)
PART 11.0, 2022 CALIFORNIA GREEN BUILDING CODE (CALGREEN)

THE APPLICABLE CODES ARE AS AMENDED BY THE STATE OF **CALIFORNIA** AND THE CITY OF **SANTA CLARA**

DESIGN PROFESSIONALS

ARCHITECT:
SALVATORE CARUSO DESIGN CORPORATION
980 EL CAMINO REAL, SUITE 200
SANTA CLARA, CA 95050
PHONE: (408) 998-4087
FAX: (408) 998-4088

CIVIL:
CIVIL ENGINEERING ASSOCIATES
28 RAILWAY AVE
CAMPBELL, CA 95008
PHONE: (408) 453-1066

OWNER

COMPANY:
PEAR TREE INVESTMENT,LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY
2185 THE ALAMEDA, SUITE 150
SAN JOSE, CA 94126
(408)345-1767

APPLICANT:
PEAR TREE INVESTMENT
LLC BY ROBSON PROPERTIES
2185 THE ALAMEDA, SUITE150
SAN JOSE, CA 94216
(408)345-1767

PROJECT DESCRIPTION

1. REZONE TO PD
2. LOT LINE ADJUSTMENT, SPLIT EXISTING SITE INTO TWO LOTS
3. MILLS ACT FOR EXISTING HRI PROPERTY – 1365 MAIN ST
4. NEW ADDITION AT 1365 MAIN STREET WITH NEW TWO CAR GARAGE
5. REMOVE EXISTING SHEDS ON SITE
6. NEW DETACHED ADU ABOVE TWO CAR GARAGE AT 1070 LEWIS ST
7. DEMOLISH PARTIAL (E) HOUSE TO PROVIDE MIN DRIVEWAY WIDTH AT 1070 LEWIS ST
8. ZONING DISTRICT STANDARD EXCEPTION FOR 1365 MAIN STREET: 0' REAR SETBACK, 2' SIDE SETBACK FOR NEW TWO CAR GARAGE

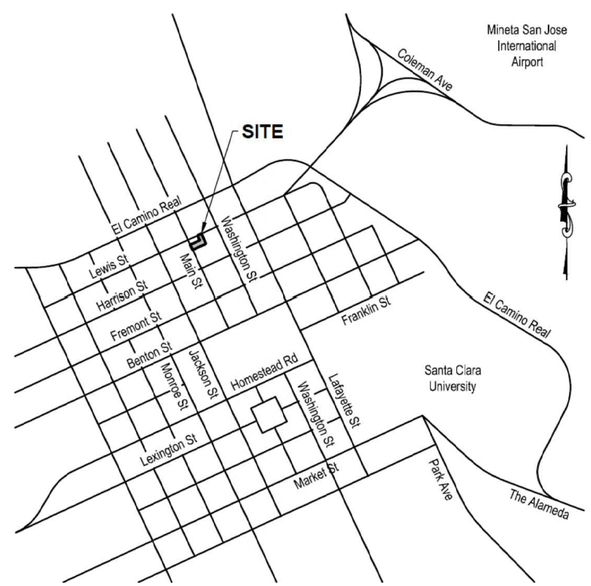
PROJECT DATA			
PROPERTY	APN	AREA(SF)	ACRES
EXISTING PROPERTY			
	269-05-082	9386	0.215
PROPOSED PROPERTY			
1365 MAIN ST		5359	0.123
1070 LEWIS STREET		4027	0.092
ZONING	R1-6L		
TYPE OF CONSTRUCTION	V-B		
OCCUPANCY	R-3 , U		
FIRE SPRINKLER	NO		

1365 MAIN ST	
	AREA (SF)
<E> HOUSE FLOOR AREA	1365
<E> GARAGE AREA(TO BE DEMOED)	205
<E> TOTAL	1570
<N> HOUSE ADDITION	375
<N> GARAGE	437
<N> TOTAL (NO GARAGE)	1740
<N> TOTAL (W/ GARAGE)	2177
MAX ALLOWED LOT COVERAGE(40%)	2144
PROPOSED LOT COVERAGE(40.62%)	2177
1070 LEWIS STREET	
<E> HOUSE FLOOR AREA	605
<E> GARAGE AREA(TO BE DEMOED)	194
<E> SHED(TO BE DEMOED)	182
<E> TOTAL	981
<E> HOUSE BEING DEMOED	16
<N> GARAGE	478
<N> TOTAL (W/ GARAGE)	1067
<N> ADU	497
MAX ALLOWED LOT COVERAGE(40%)	1610.8
PROPOSED LOT COVERAGE(26.54%)	1067

SHEET INDEX

ARCHITECTURAL

A0.1 COVER SHEET
A1.0 EXISTING SITE PLAN
A1.1 PROPOSED SITE PLAN
A2.0 EXISTING & PROPOSED MAIN ST HOUSE FLOOR PLAN
A2.1 EXISTING & PROPOSED MAIN ST HOUSE ROOF PLAN
A3.0 EXISTING & PROPOSED MAIN ST HOUSE ELEVATIONS
A3.1 EXISTING & PROPOSED MAIN ST HOUSE ELEVATIONS
A3.2 PROPOSED MAIN ST GARAGE ELEVATIONS
A4.0 EXISTING & PROPOSED LEWIS ST FLOOR PLAN
A4.1 PROPOSED LEWIS ST GARAGE/ADU FLOOR & ROOF PLAN
A4.2 PROPOSED LEWIS GARAGE/ADU ELEVATION
A5.0 EXISTING & PROPOSED LEWIS ST ELEVATIONS
A5.1 EXISTING & PROPOSED LEWIS ST ELEVATIONS
A8.1 MAIN ST HOUSE MATERIAL BOARD
A8.2 LEWIS ST GARAGE/ADU MATERIAL BOARD
HP-1 HISTORIC PRESERVATION PLAN



VICINITY MAP N.T.S.

SCDC
ARCHITECTURE
INTERIOR DESIGN
SALVATORE CARUSO DESIGN CORPORATION
980 EL CAMINO REAL, # 200, SANTA CLARA, CA 95050
TEL. No. (408) 998-4087 • FAX. No. (408) 998-4088

CONSULTANT :

PROJECT :
1365 MAIN ST
1365 MAIN ST,
SANTA CLARA, CA 95050

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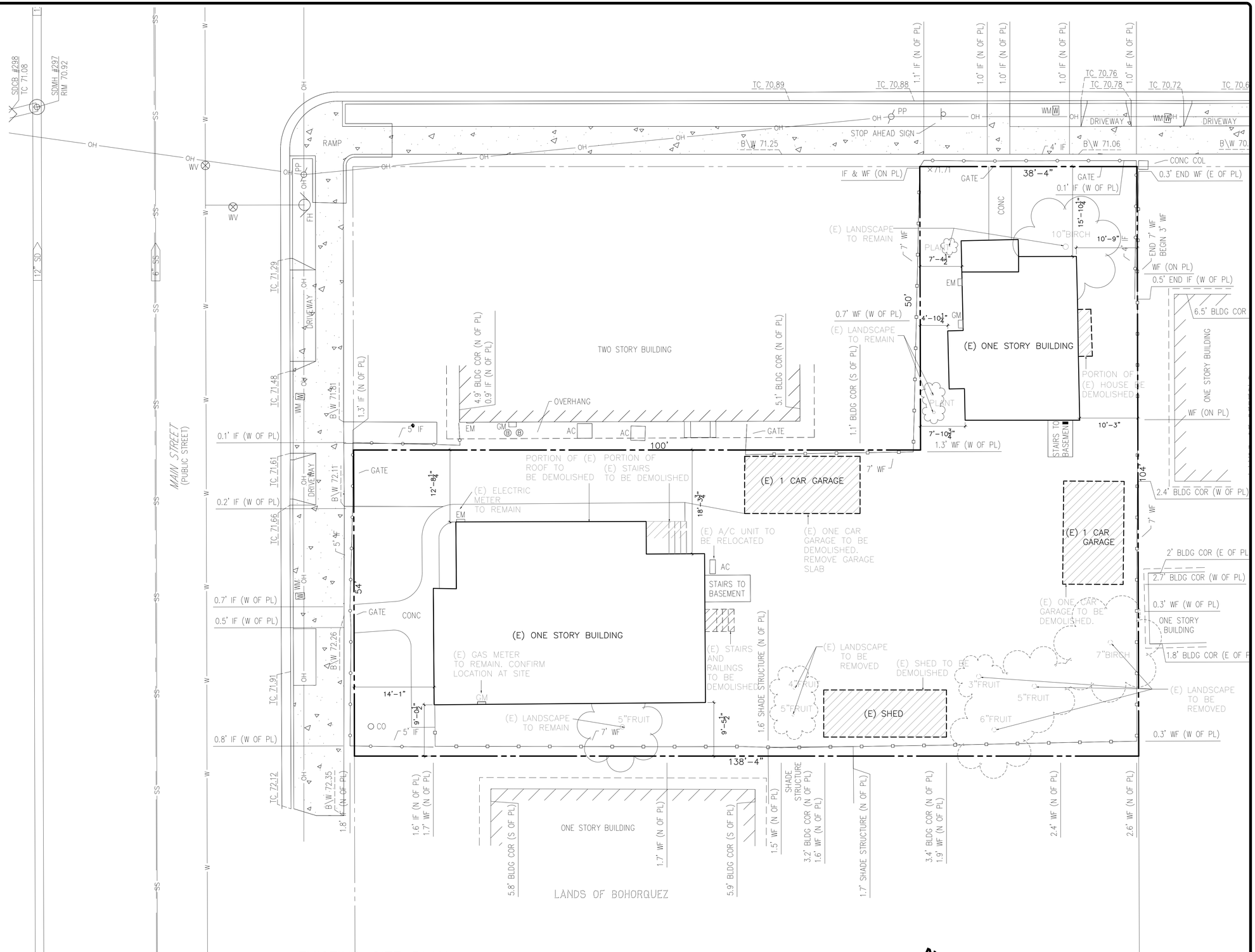
SHEET NAME :
COVER SHEET

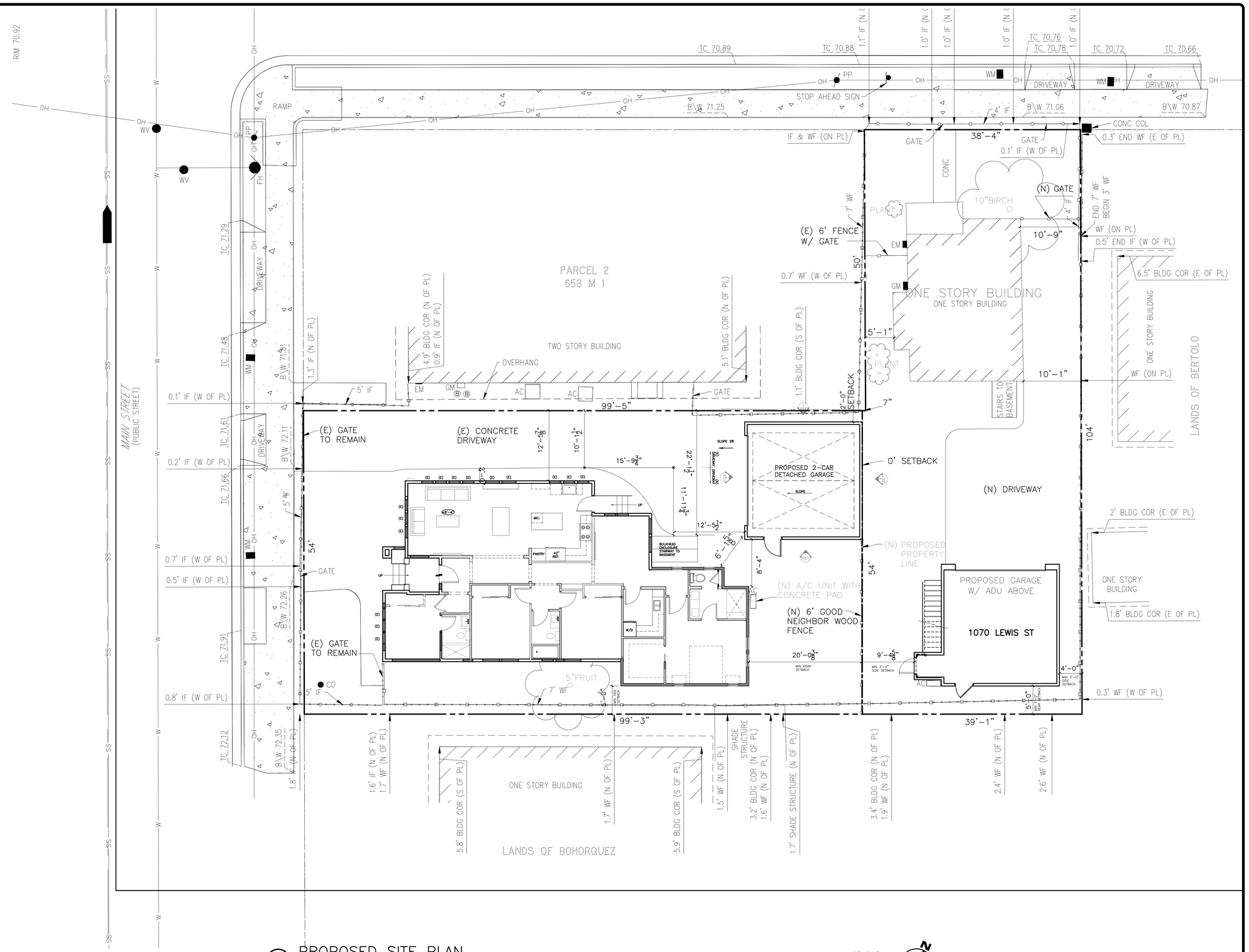
REVISIONS	BY

DRAWN:
CHECKED:
DATE: 01/03/2023
SCALE: 1/4"=1'-0"
JOB No.: 21.02.07
SHEET No.:
SHEETS IN SET A0.1



1 EXISTING SITE PLAN

SCALE: 1/8"=1'-0"



1 PROPOSED SITE PLAN

SCALE: 1/8"=1'-0"

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CONSULTANT :

PROJECT :

1365 MAIN ST

1365 MAIN ST,
SANTA CLARA, CA 95050

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SHEET NAME :

PROPOSED SITE PLAN

REVISIONS	BY

DRAWN:

CHECKED:

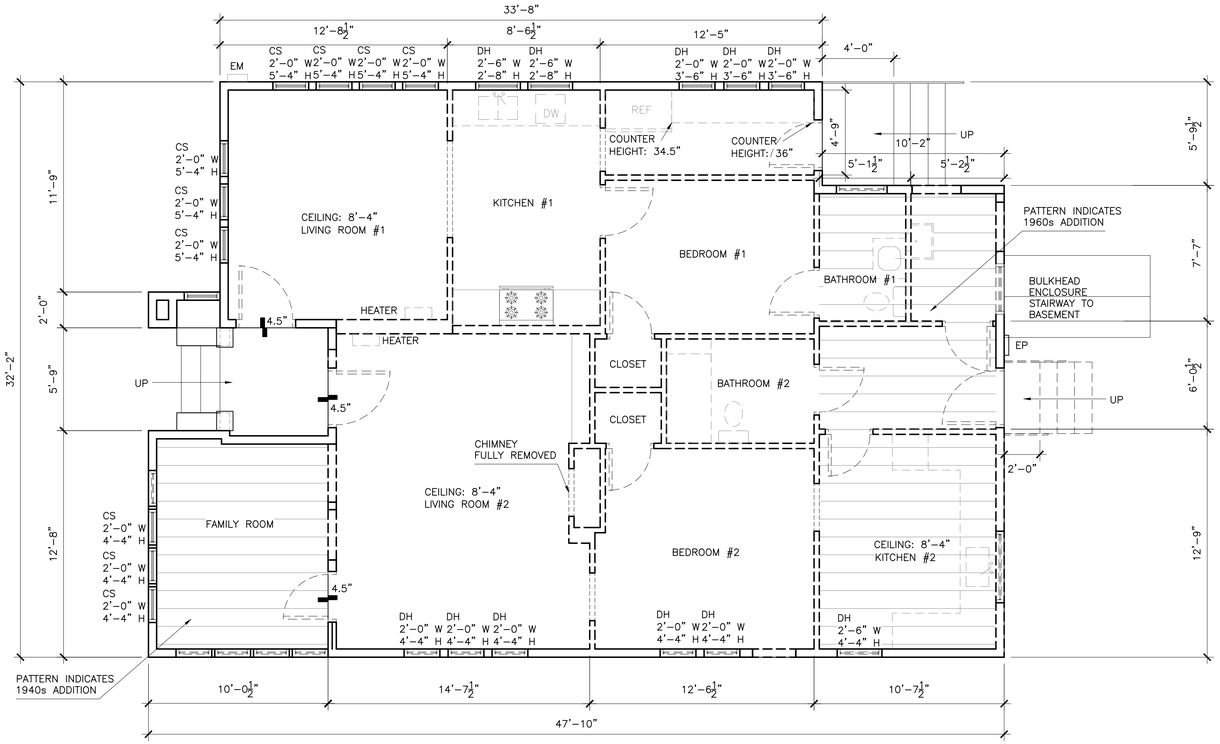
DATE: 02/03/2023

SCALE:

JOB No.: 21.02.07

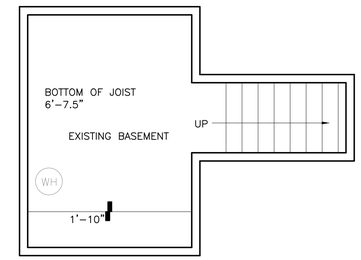
SHEET No.:

SHEETS IN SET A1.1



1 EXISTING FLOOR PLAN

SCALE: 1/4"=1'-0"

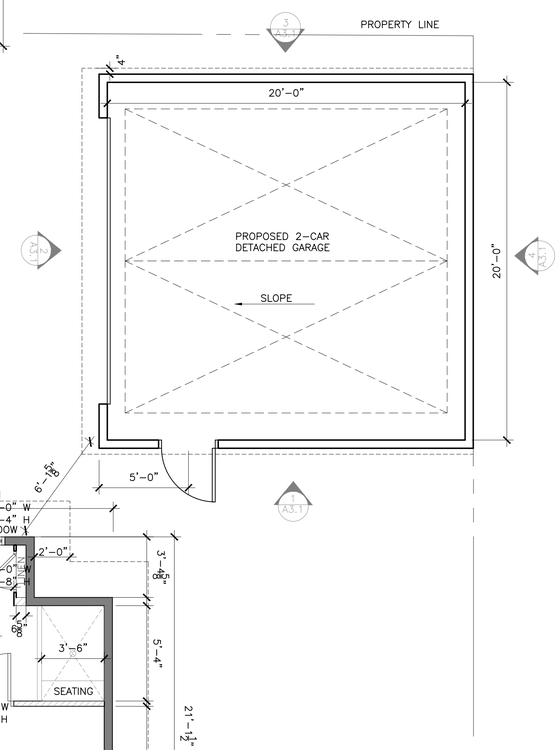


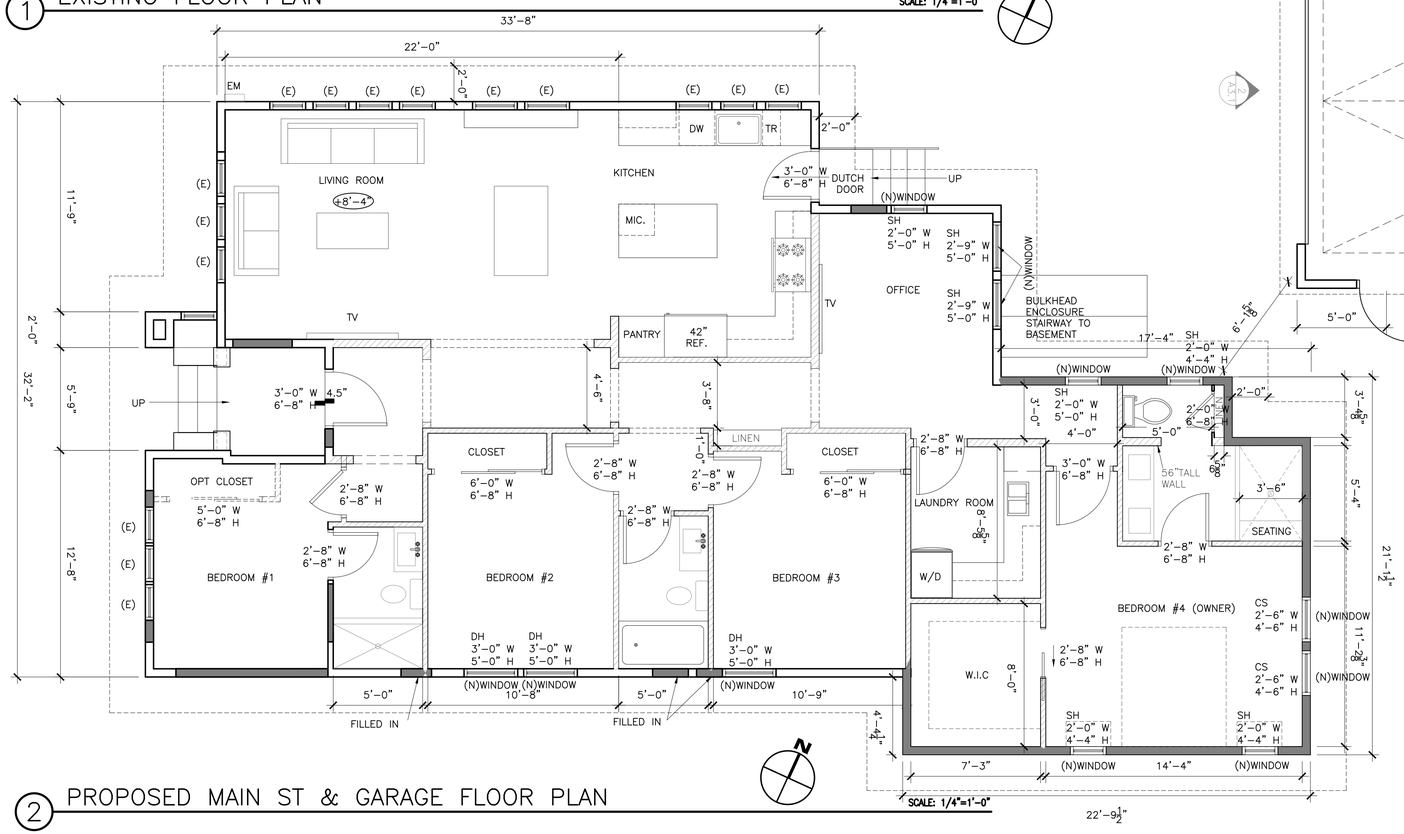
LEGEND

- (E) WALLS TO REMAIN
- (E) WALLS TO BE REMOVED
- (N) WALLS
- (E) WINDOW TO BE REMOVED
- (E) DOOR TO BE REMOVED
- (E) ROOF TO BE REMOVED

GENERAL NOTE:

CONTRACTOR TO FIELD VERIFY ALL THE EXISTING DIMENSIONS AS NEEDED.





2 PROPOSED MAIN ST & GARAGE FLOOR PLAN

SCALE: 1/4"=1'-0"

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CONSULTANT :

PROJECT :

1365 MAIN ST

1365 MAIN ST,
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SHEET NAME :

EXISTING AND PROPOSED
MAIN ST HOUSE
FLOOR PLAN

REVISIONS	BY

DRAWN:

CHECKED:

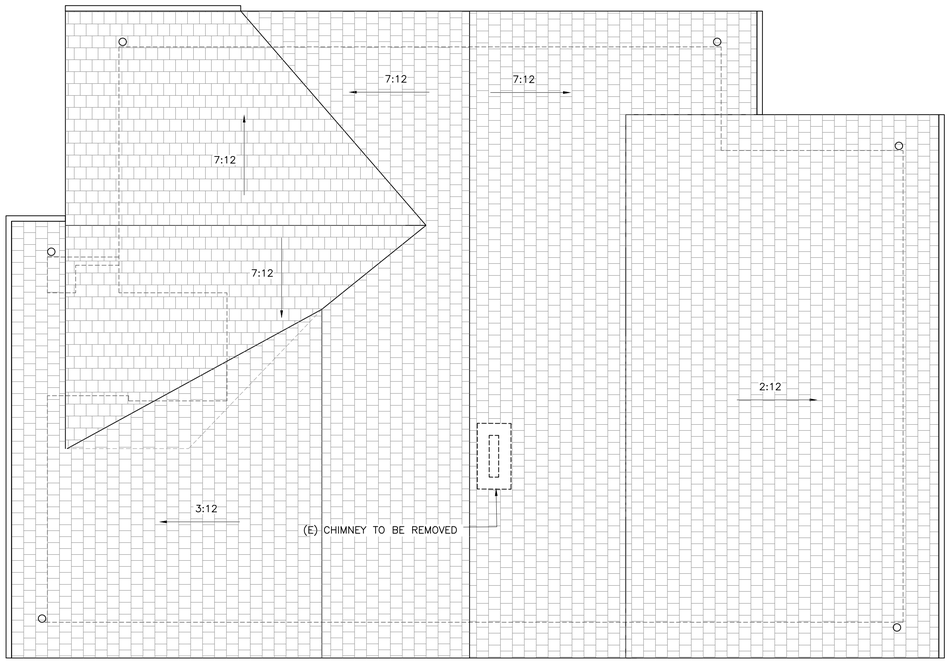
DATE: 02/03/2023

SCALE:

JOB No.: 21.02.07

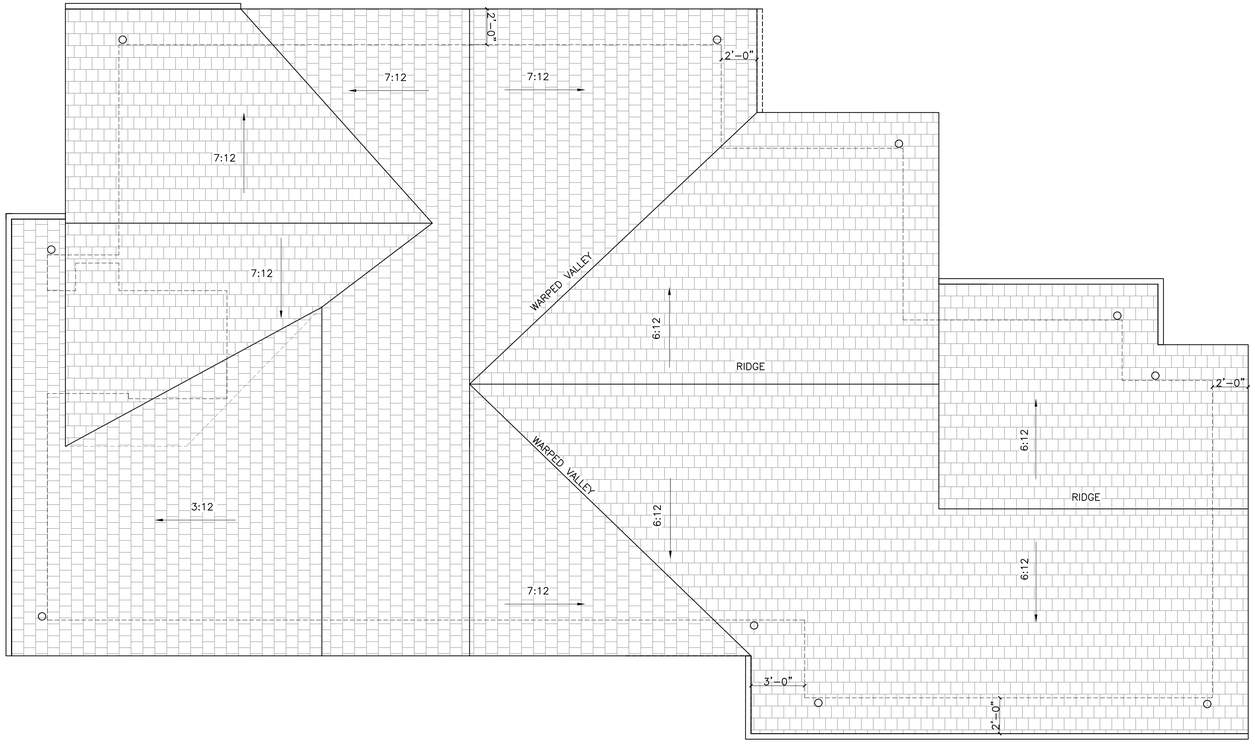
SHEET No.:

SHEETS IN SET A2.0



1 EXISTING ROOF PLAN

SCALE: 1/4"=1'-0"



2 PROPOSED ROOF PLAN

SCALE: 1/4"=1'-0"

GENERAL NOTE:

ALL ROOFING MATERIAL TO BE REPLACED.

CONTRACTOR TO FIELD VERIFY ALL THE EXISTING DIMENSIONS AS NEEDED.

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SHEET NAME :

EXISTING & PROPOSED
MAIN ST HOUSE
ROOF PLANS

REVISIONS	BY

DRAWN:

CHECKED:

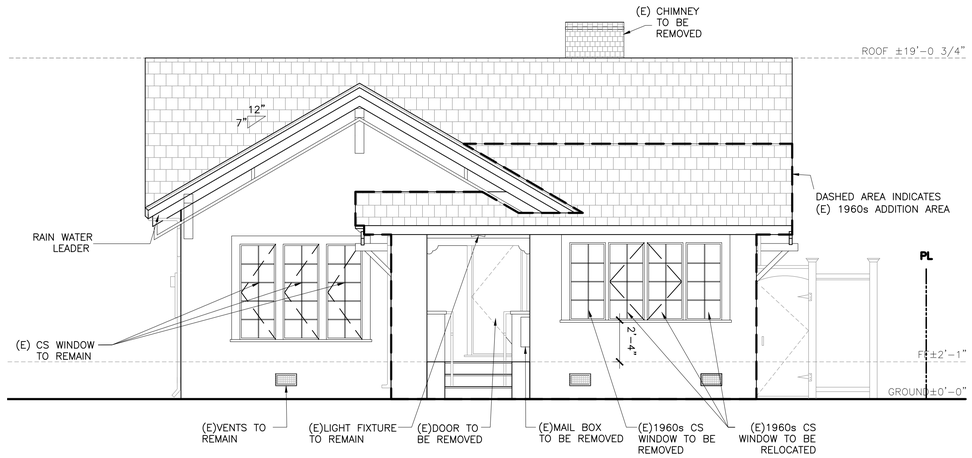
DATE: 01/03/2023

SCALE:

JOB No.: 21.02.07

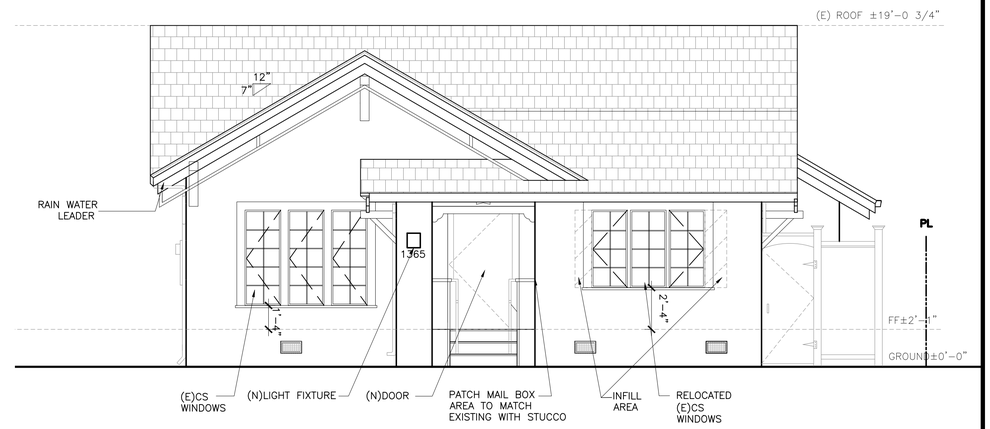
SHEET No.:

SHEETS IN SET A2.1



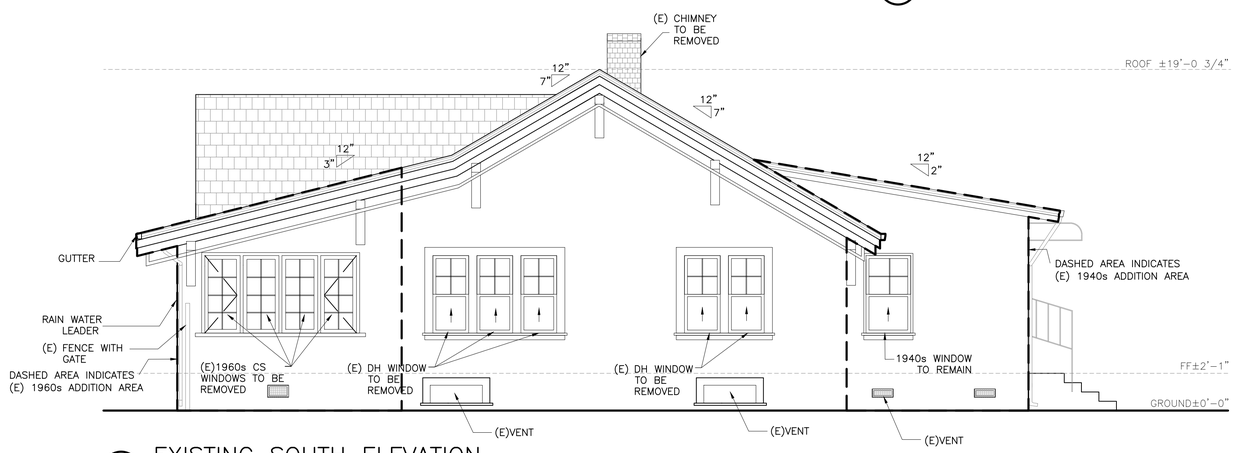
1 EXISTING WEST ELEVATION

SCALE: 1/4"=1'-0"



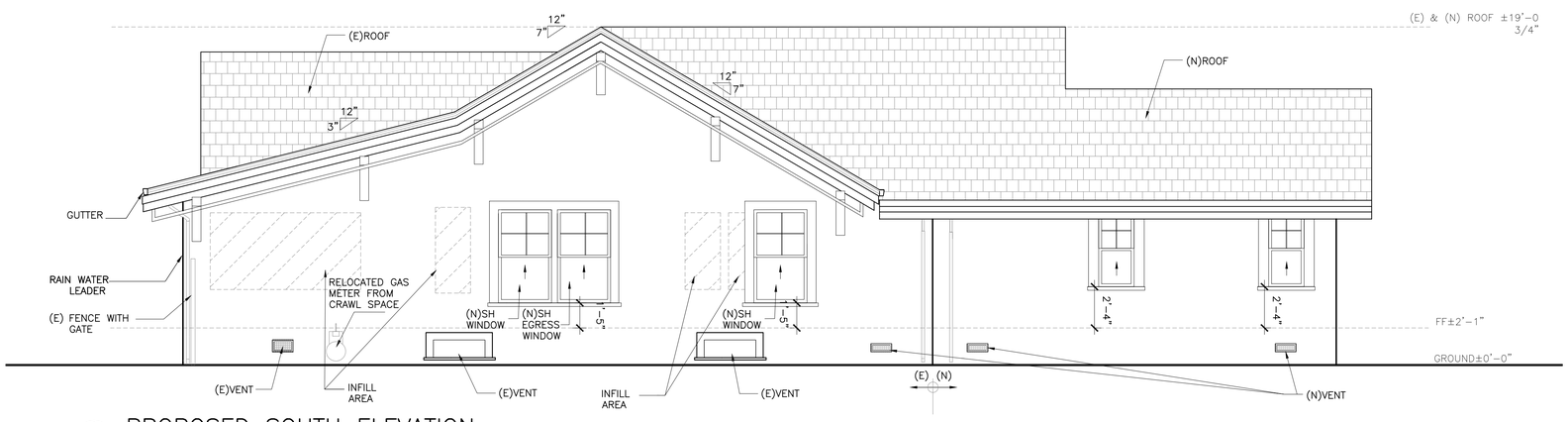
2 PROPOSED WEST ELEVATION

SCALE: 1/4"=1'-0"



3 EXISTING SOUTH ELEVATION

SCALE: 1/4"=1'-0"



4 PROPOSED SOUTH ELEVATION

SCALE: 1/4"=1'-0"

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CONSULTANT :

PROJECT :

1365 MAIN ST

1365 MAIN ST,
SANTA CLARA, CA 95050

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SHEET NAME :

EXISTING & PROPOSED
MAIN ST HOUSE
ELEVATIONS

REVISIONS	BY

DRAWN:

CHECKED:

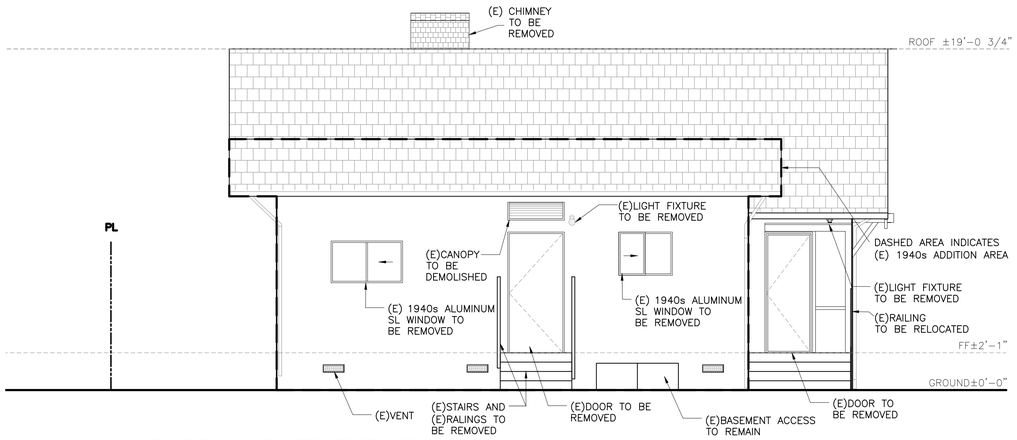
DATE: 02/03/2023

SCALE:

JOB No.: 21.02.07

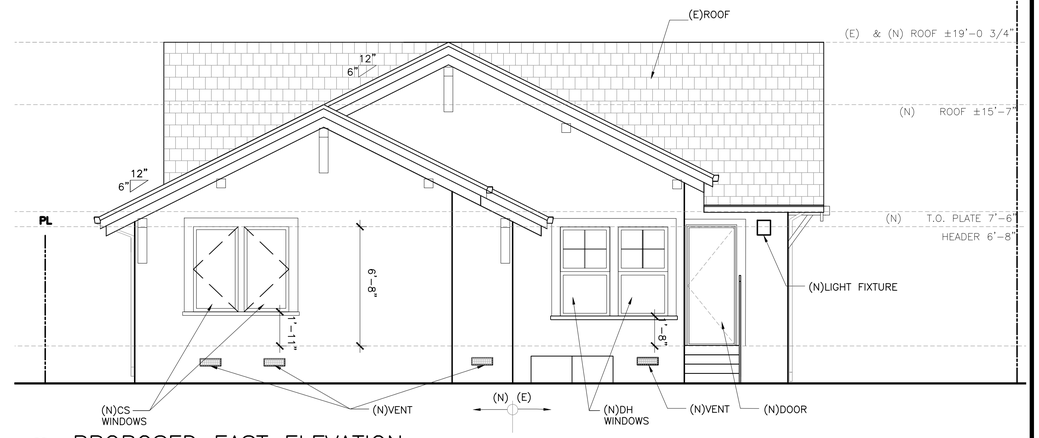
SHEET No.:

SHEETS IN SET A3.0



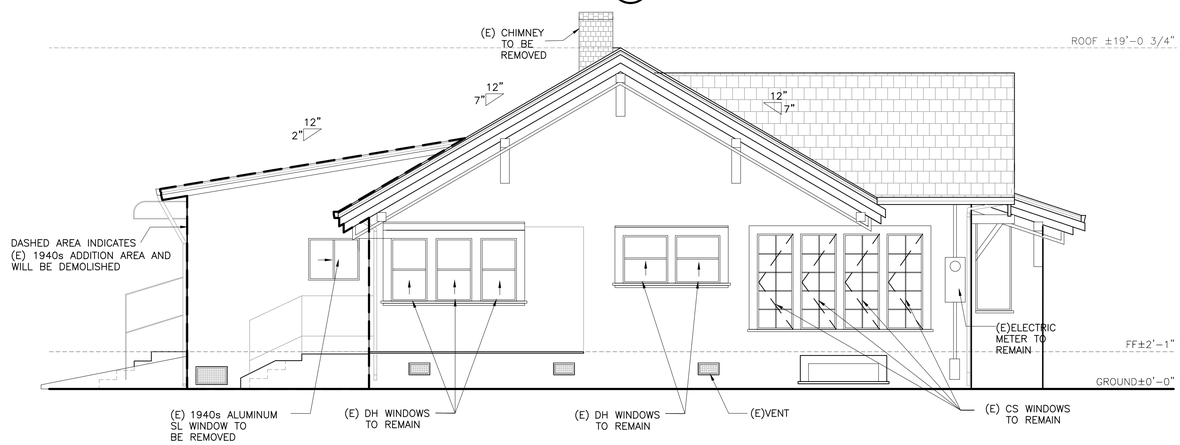
1 EXISTING EAST ELEVATION

SCALE: 1/4"=1'-0"



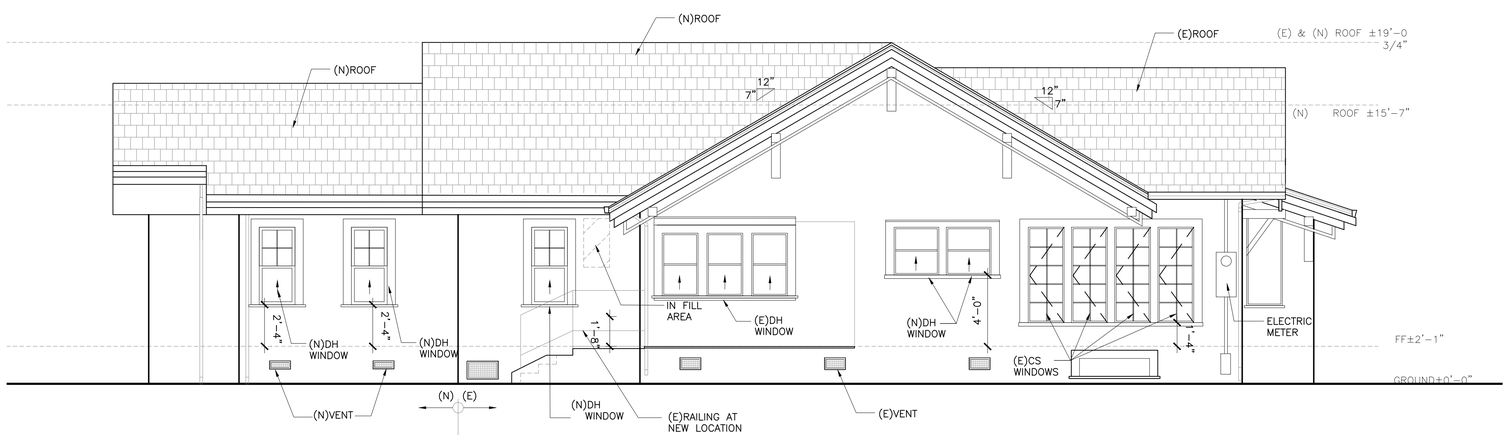
2 PROPOSED EAST ELEVATION

SCALE: 1/4"=1'-0"



3 EXISTING NORTH ELEVATION

SCALE: 1/4"=1'-0"



4 PROPOSED NORTH ELEVATION

SCALE: 1/4"=1'-0"

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ARCHITECTURE
INTERIOR DESIGN
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DESIGN CORPORATION
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CONSULTANT :

PROJECT :

1365 MAIN ST

1365 MAIN ST,
SANTA CLARA, CA 95050

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SHEET NAME :

EXISTING & PROPOSED
MAIN ST HOUSE
ELEVATIONS

REVISIONS	BY

DRAWN:

CHECKED:

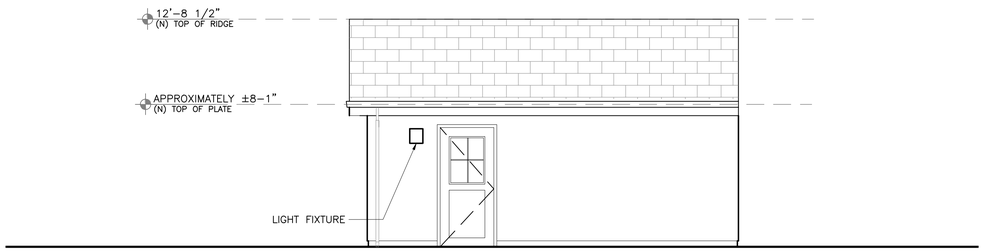
DATE: 02/03/2023

SCALE:

JOB No.: 21.02.07

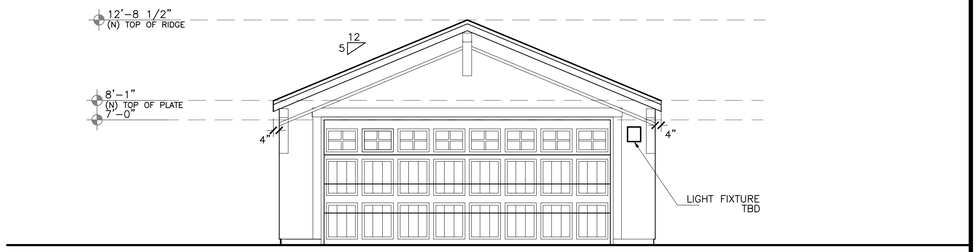
SHEET No.:

SHEETS IN SET A3.1



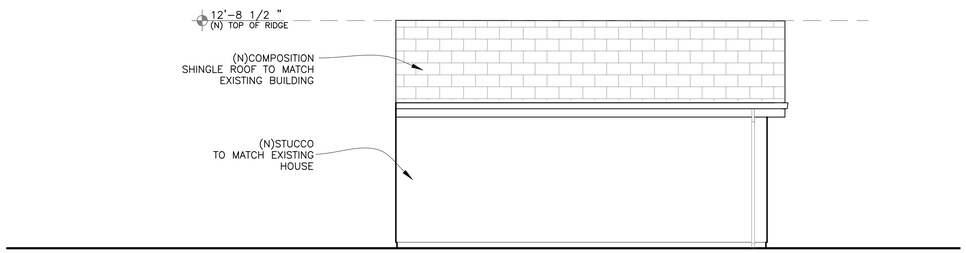
1 GARAGE SOUTH ELEVATION

SCALE: 1/4"=1'-0"



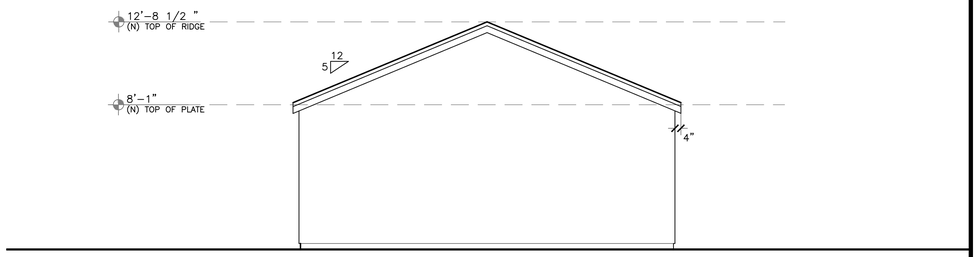
2 GARAGE WEST ELEVATION

SCALE: 1/4"=1'-0"



3 GARAGE NORTH ELEVATION

SCALE: 1/4"=1'-0"



4 GARAGE EAST ELEVATION

SCALE: 1/4"=1'-0"

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DESIGN CORPORATION
980 EL CAMINO REAL, # 200, SANTA CLARA, CA 95050
TEL. No. (408) 998-4087 • FAX. No. (408) 998-4088

CONSULTANT :

PROJECT :

1365 MAIN ST

1365 MAIN ST,
SANTA CLARA, CA 95050

GENERAL NOTES :

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SHEET NAME :

PROPOSED MAIN ST
GARAGE ELEVATIONS

REVISIONS	BY

DRAWN:

CHECKED:

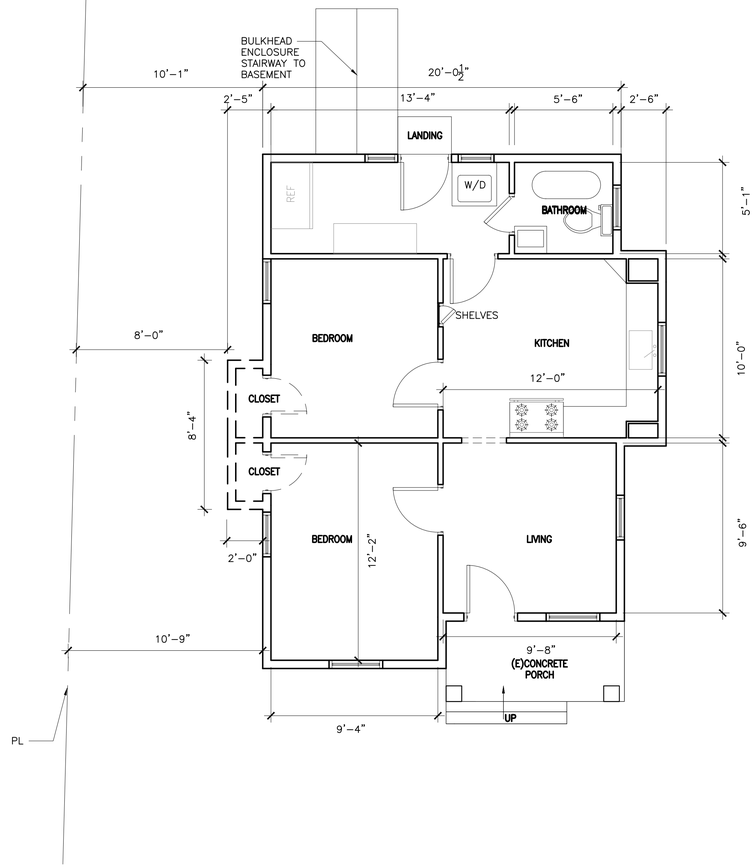
DATE: 12/20/2022

SCALE:

JOB No.: 21.02.07

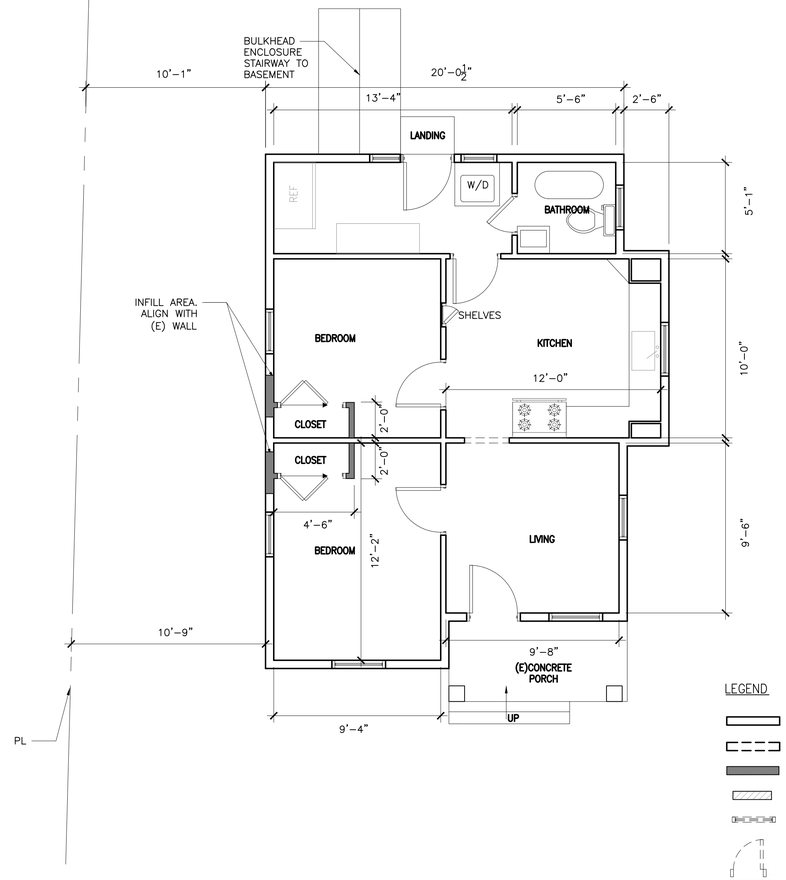
SHEET No.:

SHEETS IN SET A3.2



1 EXISTING LEWIS FLOOR PLAN

SCALE : 1/4"=1'-0"



LEGEND

- (E) WALLS TO REMAIN
- (E) WALLS TO BE REMOVED
- (N) EXTERIOR WALLS
- (N) INTERIOR WALLS
- (E) WINDOW TO BE REMOVED
- (E) DOOR TO BE REMOVED
- (E) ROOF TO BE REMOVED

GENERAL NOTE:

CONTRACTOR TO FIELD VERIFY ALL THE EXISTING DIMENSIONS AS NEEDED.

2 PROPOSED LEWIS FLOOR PLAN

SCALE : 1/4"=1'-0"

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ARCHITECTURE
INTERIOR DESIGN
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DESIGN CORPORATION
980 EL CAMINO REAL, # 200, SANTA CLARA, CA 95050
TEL. No. (408) 998-4087 • FAX. No. (408) 998-4088

CONSULTANT :

PROJECT :

1070 LEWIS ST

1070 LEWIS ST
SANTA CLARA, CA 95050

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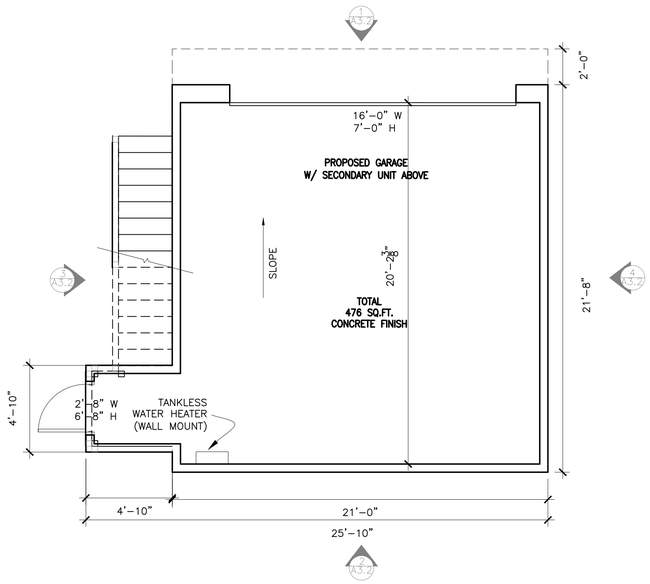
SHEET NAME :
EXISTING & PROPOSED FLOOR PLAN

REVISIONS	BY

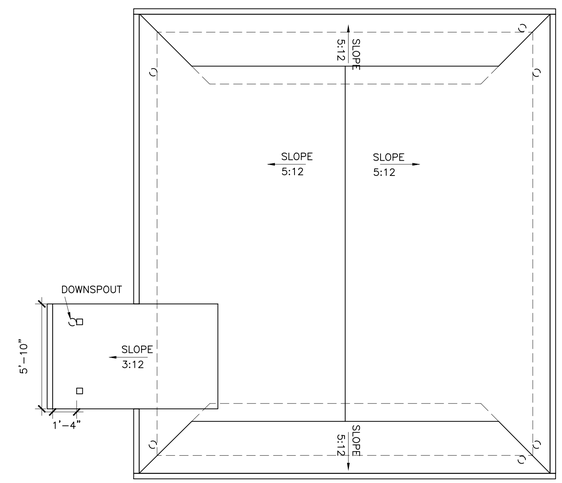
DRAWN:	
CHECKED:	
DATE:	10/25/22
SCALE:	1/4"=1'-0"
JOB No.:	21.02.07
SHEET No.:	

SHEETS IN SET A4.0



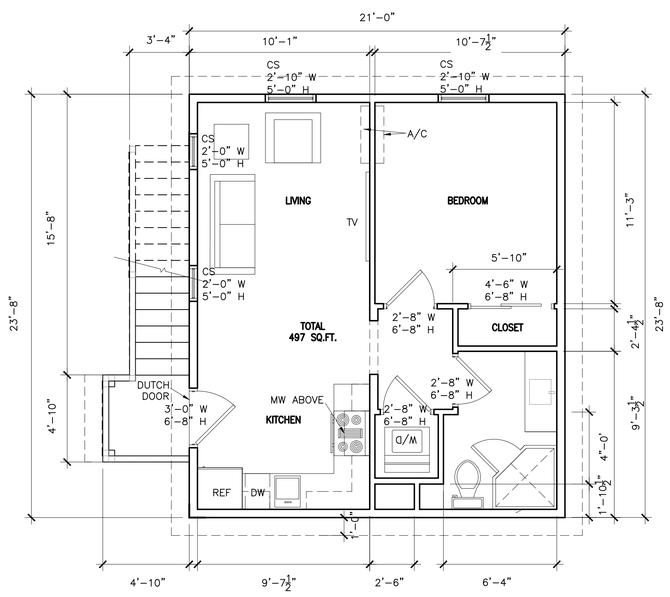
1 PROPOSED FIRST FLOOR PLAN

SCALE : 1/4"=1'-0"



3 PROPOSED ROOF PLAN

SCALE : 1/4"=1'-0"



2 PROPOSED SECOND FLOOR PLAN

SCALE : 1/4"=1'-0"

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CONSULTANT :

PROJECT :

1070 LEWIS ST

1070 LEWIS ST
SANTA CLARA, CA 95050

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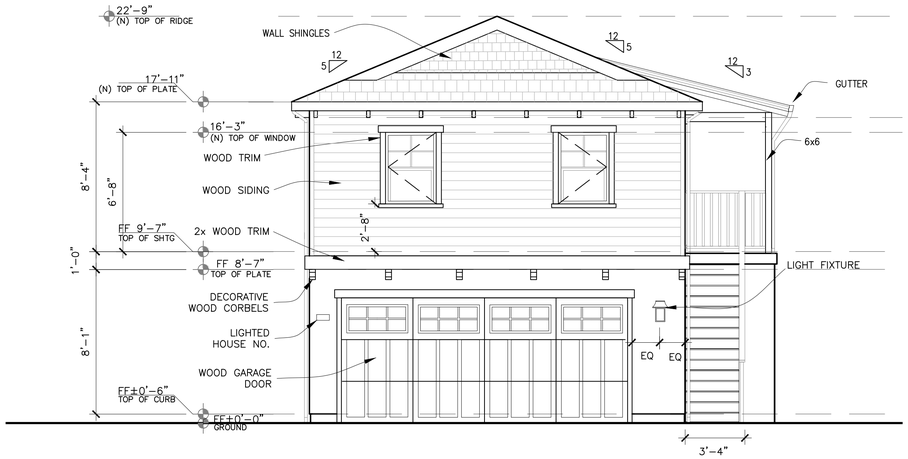
SHEET NAME :
PROPOSED LEWIS ST GARAGE/ADU FLOOR & ROOF PLAN

REVISIONS	BY

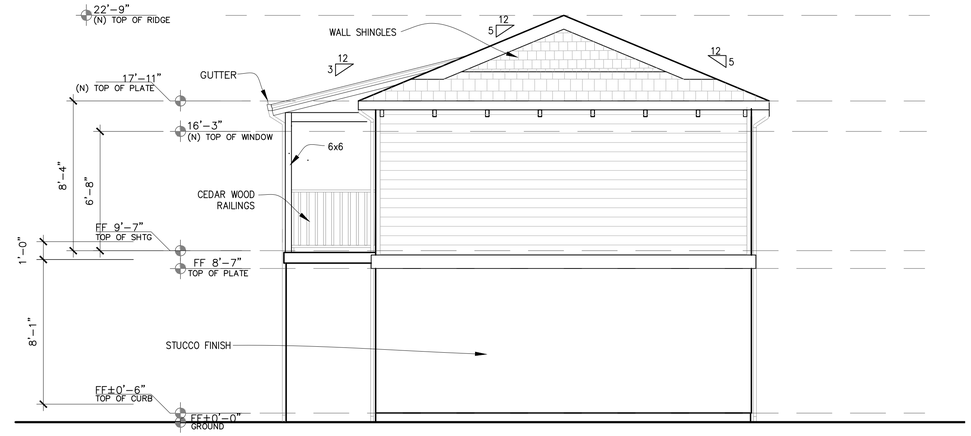
DRAWN:
CHECKED:
DATE: 10/12/22
SCALE: 1/4"=1'-0"
JOB No.: 21.02.07
SHEET No.:

SHEETS IN SET A4.1



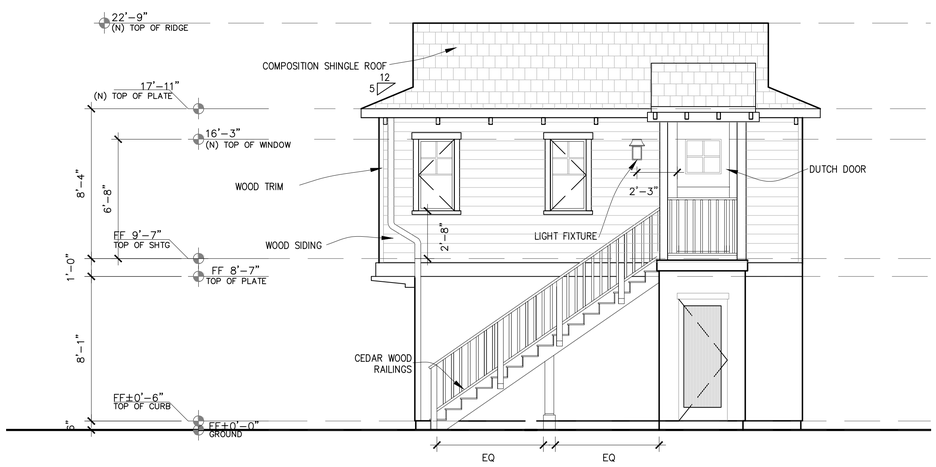
1 PROPOSED NORTH ELEVATION

SCALE : 1/4"=1'-0"



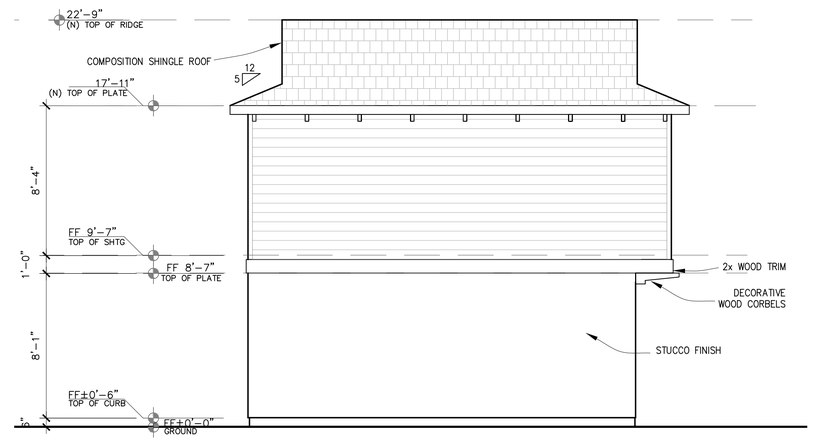
2 PROPOSED SOUTH ELEVATION

SCALE : 1/4"=1'-0"



3 PROPOSED WEST ELEVATION

SCALE : 1/4"=1'-0"



4 PROPOSED EAST ELEVATION

SCALE : 1/4"=1'-0"

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CONSULTANT :

PROJECT :

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SANTA CLARA, CA 95050

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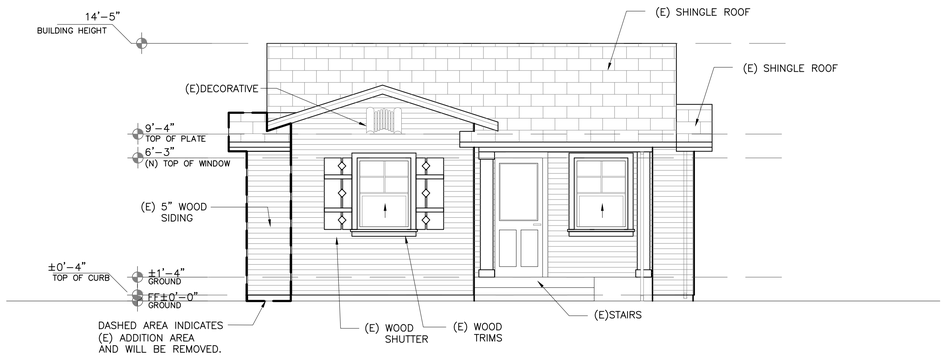
SHEET NAME :
PROPOSED GARAGE/ADU ELEVATION

REVISIONS	BY

DRAWN:	
CHECKED:	
DATE:	10/25/22
SCALE:	1/4"=1'-0"
JOB No.:	21.02.07
SHEET No.:	

SHEETS IN SET A4.2

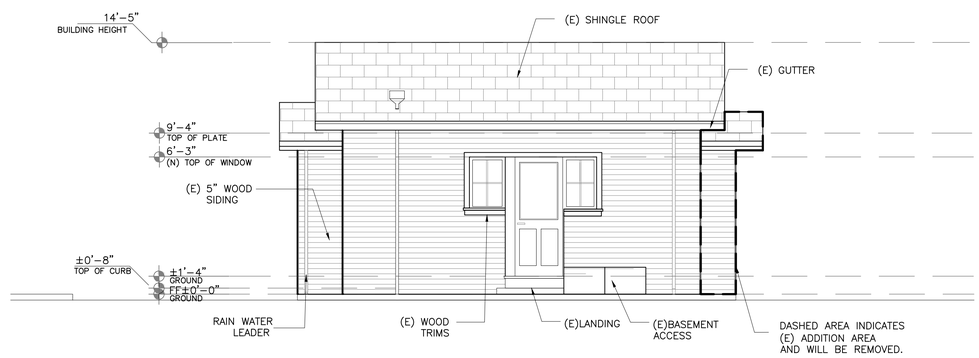


1 EXISTING NORTH ELEVATION

SCALE : 1/4"=1'-0"

2 PROPOSED NORTH ELEVATION

SCALE : 1/4"=1'-0"



3 EXISTING SOUTH ELEVATION

SCALE : 1/4"=1'-0"

4 PROPOSED SOUTH ELEVATION

SCALE : 1/4"=1'-0"

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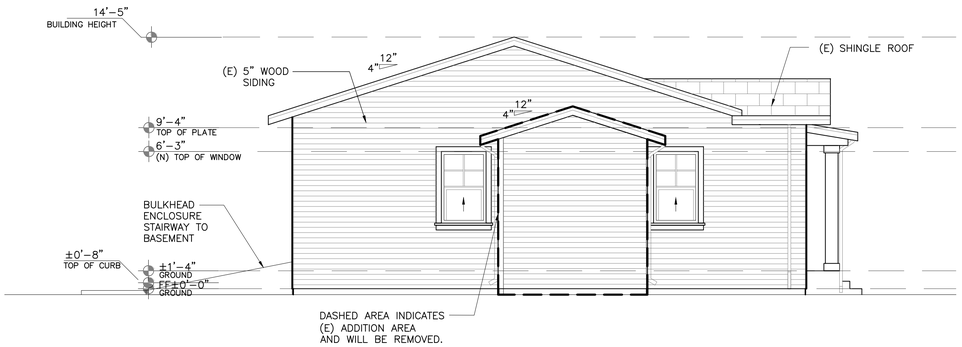
SHEET NAME :

EXISTING AND PROPOSED ELEVATION

REVISIONS	BY

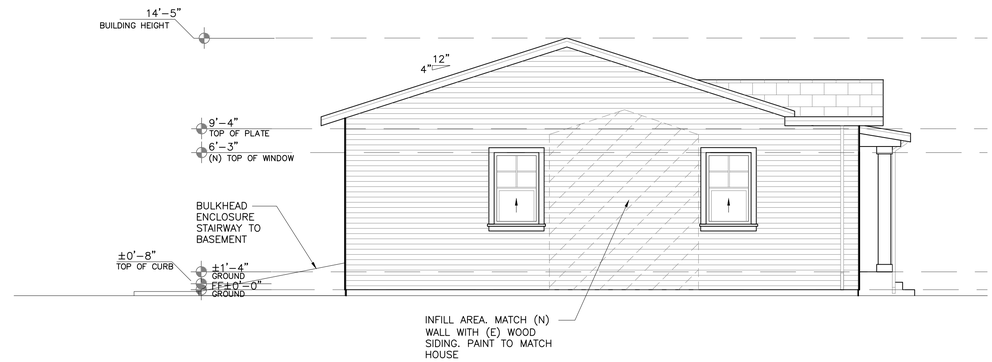
DRAWN:	
CHECKED:	
DATE:	10/12/22
SCALE:	1/4"=1'-0"
JOB No.:	21.02.07
SHEET No.:	

SHEETS IN SET A5.0



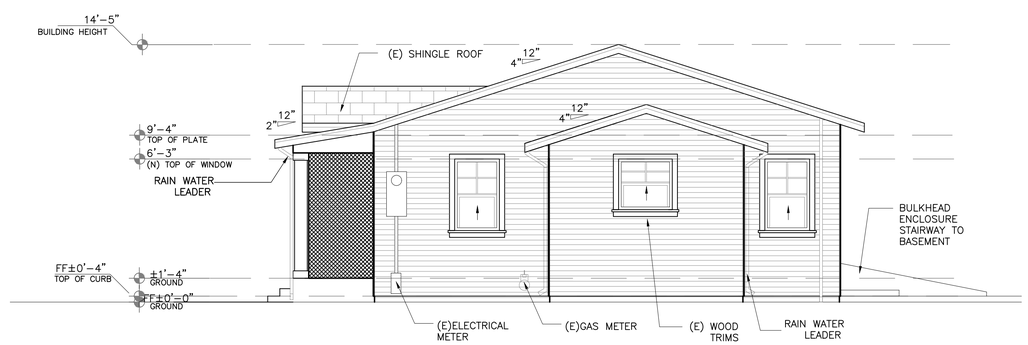
1 EXISTING WEST ELEVATION

SCALE : 1/4"=1'-0"



2 PROPOSED WEST ELEVATION

SCALE : 1/4"=1'-0"



3 PROPOSED & EXISTING EAST ELEVATION (NO CHANGE)

SCALE : 1/4"=1'-0"

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DESIGN CORPORATION
980 EL CAMINO REAL, # 200, SANTA CLARA, CA 95050
TEL. No. (408) 998-4087 • FAX. No. (408) 998-4088

CONSULTANT :

PROJECT :

1070 LEWIS ST

1070 LEWIS ST
SANTA CLARA, CA 95050

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SHEET NAME :

EXISTING AND PROPOSED ELEVATION

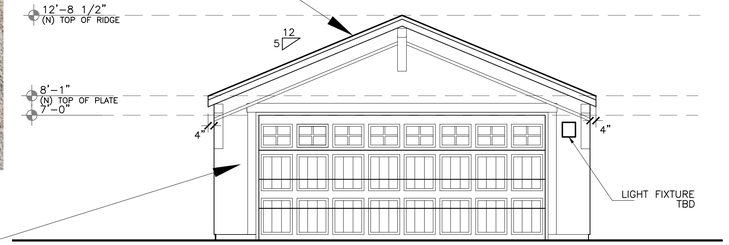
REVISIONS	BY

DRAWN:	
CHECKED:	
DATE:	10/25/22
SCALE:	1/4"=1'-0"
JOB No.:	21.02.07
SHEET No.:	

SHEETS IN SET A5.1

ASPHALT SHINGLE ROOF–MATCH WITH EXISTING MAIN ST HOUSE

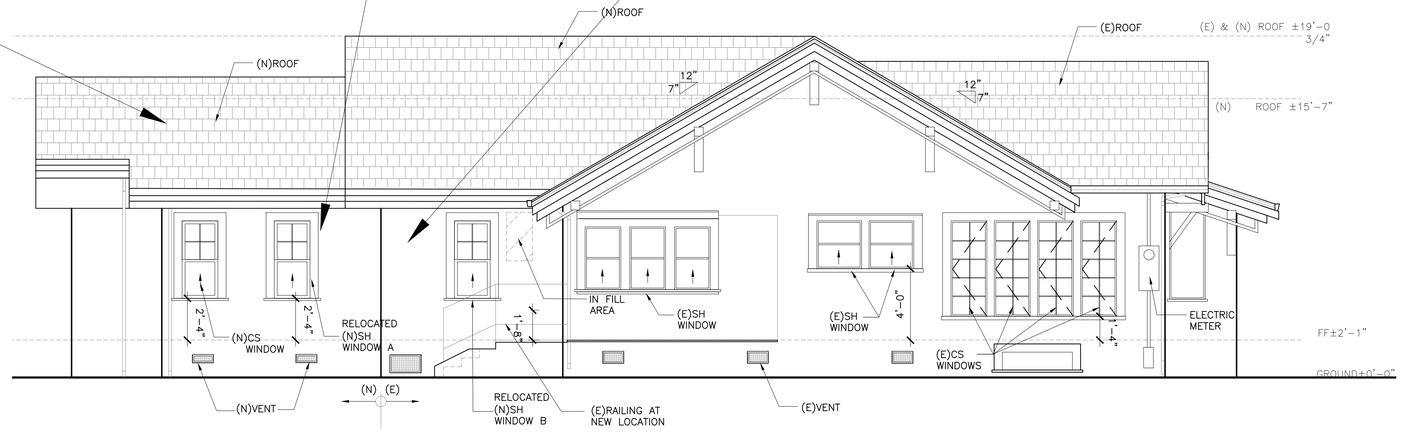
STUCCO–MATCH WITH EXISTING MAIN ST HOUSE



NEW TRIMS TO MATCH (E) TRIMS

NEW STUCCO TO MATCH WITH EXISTING HOUSE

MATCH NEW ROOF WITH EXISTING ROOF



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CONSULTANT :

PROJECT :

1365 MAIN ST

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SANTA CLARA, CA 95050

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SHEET NAME :

MAIN ST HOUSE
MATERIAL BOARD

REVISIONS	BY

DRAWN:

CHECKED:

DATE: 01/03/2023

SCALE:

JOB No.: 21.02.07

SHEET No.:

SHEETS IN SET A8.1

DECORATIVE WOOD CORBELS, RAILING, VENTS, & TRIM COLOR KM5640

STUCCO COLOR KM4571

WOOD SIDING COLOR KM4583

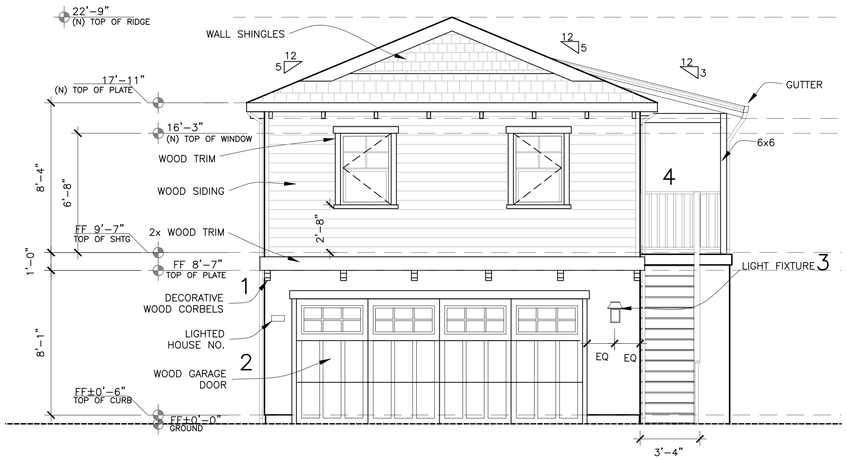
ENTRY DOOR COLOR KM4580

WALL SHINGLES

ASPHALT SHINGLE ROOF

WOOD SIDING

STUCCO



1

DECORATIVE WOOD CORBELS

2

2 CAR GARAGE DOOR

3

LIGHT FIXTURE

4

RAILINGS

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SHEET NAME :

LEWIS ST ADU
MATERIAL BOARD

REVISIONS	BY

DRAWN:

CHECKED:

DATE: 01/03/2023

SCALE:

JOB No.: 21.02.07

SHEET No.:

SHEETS IN SET A8.2

EXTERIOR MATERIALS		
FEATURE	DESCRIPTION & CONDITION	TREATMENT
STUCCO	STUCCO THROUGHOUT HAS MINOR HAIR LINE CRACKS DUE TO SETTLEMENT AND AGE.	REPAIR CRACKS THAT ARE BIGGER THAN HAIR LINE WITH EPOXY FILLER AND REPAINT PARTIAL EXTERIOR STUCCO
ROOFING	GABLE ROOF FORM IS IN GOOD CONDITION. DAMAGED EXISTING ASPHALT COMPOSITION SHINGLE ROOF WILL BE REMOVED.	DAMAGED EXISTING ASPHALT COMPOSITION SHINGLE ROOF WILL BE REPLACED. CHECK ALL FLASHING AND EXPOSED FASTENERS ENSURE A WATERTIGHT CONDITION. PROPERLY SECURE USING CAULKING AND SEAK TO PREVENT LEAKAGE
WINDOWS AND DOORS	DOORS AND WINDOWS ARE IN POOR CONDITION. SOME WINDOWS WILL NOT SHUT PROPERLY.	RELOCATE CERTAIN DOORS AND WINDOWS. PARTIAL DOORS TO BE FULLY REMOVED.
FRONT GABLE WITH CORBELS	CORBELS AND DECORATIVE ALONG THE GABLE ROOF ARE IN GOOD CONDITION. STILL ALIGNED WITH GABLE ROOF FORM. MINOR PEST / RODENT DAMAGE ON CORNERS ONLY	FILL IN WITH PUTTY AT PEST / RODENT DAMAGE ON CORNERS ONLY. REPAINT CORBELS AND TRIMS. TO BE MAINTAINED AND PRESERVED
EXTERIOR WALL CLADDING TRIMS	TRIMS ARE STILL LEVELED AND ARE IN GOOD CONDITION	TO BE MAINTAINED AND PRESERVED
COVERED FRONT PORCH	TONGUE AND GROOVE ARE IN GOOD CONDITION.	TO BE MAINTAINED AND PRESERVED
GUTTERS AND DOWNSPOUTS	GUTTERS AND DOWNSPOUTS ARE IN FAIR CONDITION.	REPLACE GUTTER AND DOWNSPOUTS IF REQUIRED.
FORM & STRUCTURE		
FEATURE	DESCRIPTION & CONDITION	TREATMENT
STRUCTURAL SYSTEM, FRAMING	THE FRAMING IS NOT A CHARACTER-DEFINING FEATURE , EXCEPT HOW IT IS EXPRESSED IN THE MASSING AND FORM OF THE PLAN.	THE NEW CONCRETE FOUNDATIONS WILL BE STRUCTURALLY CONNECTED (ANCHOR BOLTS) TO THE EXISTING FOUNDATION/ WOOD STRUCTURE. DAMAGED STUDS WILL BE CAREFULLY REPLACED WITH SIMILAR MATERIAL.
FOUNDATION	EXISTING FOUNDATION IS IN OKAY CONDITION FOR THE MOST PART	REPLACE DETERIORATING AND COMPROMISED CONCRETE FOUNDATION (OVER-EXCAVATION AT DIRT BASEMENT STORAGE AREA) WITH NEW CONCRETE BASEMENT FOUNDATIONS (CONCRETE SLAB AND RETAINING WALLS WITH ASSOCIATED DRAINAGE).
INTERIOR FINISHES		
FEATURE	DESCRIPTION & CONDITION	TREATMENT
FLOORING	EXISTING FLOOR HAS SOME VISIBLE MINOR CRACKS AND DAMAGE. FLOOR LEVEL IS LOWER TOWARDS THE REAR KITCHEN AREA.	REPLACE FLOOR JOISTS TO LEVEL FLOORING IN CERTAIN AREAS. PARTIAL REPAIR TO BE DONE ON AREAS WITH CRACKS AND GAPS.
WALL AND CEILING	THE PLASTER CEILINGS AND WALLS APPEAR TO BE IN BAD CONDITION IN BATHROOM AND KITCHEN AREAS.	ANY MISSING PLASTER OR EXISTING PLASTER THAT IS DAMAGED DURING THE ALTERATIONS WILL BE RESTORED.

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SHEET NAME :

HISTORIC PRESERVATION PLAN

REVISIONS	BY

DRAWN:

CHECKED:

DATE: 01/03/2023

SCALE:

JOB No.: 21.02.07

SHEET No.:

HP-1

SHEETS IN SET

Final

City of Santa Clara

Meeting Minutes

Historical & Landmarks Commission

05/17/2023	**6:00 PM**	**Hybrid Meeting** **City Hall Council** **Chambers/Virtual** **1500 Warburton Avenue** **Santa Clara, CA 95050**

Special Meeting

TO WHOM IT MAY CONCERN:
NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 (“The Brown Act”) and Section 708 of the Santa Clara City Charter, the undersigned calls for a Special Meeting of the Historical and Landmarks Commission of the City of Santa Clara, to commence and convene on May 17, 2023 at 6:00 pm for a Special Meeting in the City Hall Council Chambers located in the East Wing of City Hall at 1500 Warburton Avenue, Santa Clara, California, to consider the following matter(s) and to potentially take action with respect to them.

The City of Santa Clara is conducting the Historical and Landmarks Commission meeting in a hybrid manner (in-person and methods for the public to participate remotely)

• Via Zoom:
o https://santaclaraca.zoom.us/j/97233262035 or
o Phone: 1 (669) 900-6833
Webinar ID: 972 3326 2035

Public Comments prior to meeting may be submitted via email to PlanningPublicComment@santaclaraca.gov no later than noon on the day of the meeting. Clearly indicate the project address, meeting body, and meeting date in the email.

PUBLIC PARTICIPATION IN ZOOM WEBINAR:
Please follow the guidelines below when participating in a Zoom Webinar:
- The meeting will be recorded so you must choose 'continue' to accept and stay in the meeting.
- If there is an option to change the phone number to your name when you enter the meeting, please do so as your name will be visible online and will be used to notify you that it is your turn to speak.
- Mute all other audio before speaking. Using multiple devices can cause an audio feedback.
- Use the raise your hand feature in Zoom when you would like to speak on an item and lower when finished speaking. Press *9 to raise your hand if you are calling in by phone only.
- Identify yourself by name before speaking on an item.
- Unmute when called on to speak and mute when done speaking. If there is background noise coming from a participant, they will be muted by the host. Press *6 if you are participating by phone to unmute.
- If you no longer wish to stay in the meeting once your item has been heard, you may leave the meeting.

CALL TO ORDER AND ROLL CALL

Chair Leung called the meeting to order at 6:04 p.m.

Present 5 - Commissioner Amy Kirby, Chair Patricia Leung, Commissioner Kathleen Romano, Commissioner Ed Stocks, and Vice Chair Ana Vargas-Smith

Absent 1 - Commissioner Michael Celso

A motion was made by Commissioner Vargas-Smith, seconded by Commissioner Romano, to excuse Commissioner Celso.

Aye: 5 - Commissioner Kirby, Chair Leung, Commissioner Romano, Commissioner Stocks, and Vice Chair Vargas-Smith

Absent: 1 - Commissioner Celso

CONSENT CALENDAR

Item 1.C was moved to GENERAL BUSINESS.

CONSENT CALENDAR

A motion was made by Commissioner Vargas-Smith, seconded by Commissioner Romano, to approve item 1.A and 1.B. Item 1.C was moved to GENERAL BUSINESS.

Aye: 5 - Commissioner Kirby, Chair Leung, Commissioner Romano, Commissioner Stocks, and Vice Chair Vargas-Smith

Excused: 1 - Commissioner Celso

1.A 23-643 Historical and Landmarks Commission Minutes of February 2, 2023

1.B 23-644 Action on Draft Certified Local Government (CLG) 2021-2022 Annual Report

1.C 23-357 Consideration of a Mills Act Contract and Major Significant Property Alteration Permit at 1365 Main Street.

Public Speakers:
Jonathon Evans

A motion was made by Commissioner Romano, seconded by Commissioner Vargas-Smith, to recommend approval to the Planning Commission with a request to the Chief Building Official to allow the applicant to keep the southside windows intact per the Historic Building Code and to modify the 10 Year Plan to move the foundation work to year one. The motion carried by the following vote:

Aye: 5 - Commissioner Kirby, Chair Leung, Commissioner Romano, Commissioner Stocks, and Vice Chair Vargas-Smith

Excused: 1 - Commissioner Celso

PUBLIC PRESENTATIONS

GENERAL BUSINESS

2. 23-642 Consideration of a Major Significant Property Alteration Permit for Additions and Renovations to a Historic Property Located at 4120 Bassett Street (CEQA: Categorical Exemption, 15301(e)(2) - Existing Facilities and 15331- Historical Resource Restoration / Rehabilitation)

A motion was made by Commissioner Romano, seconded by Commissioner Vargas-Smith, to recommend approval to the Planning Commission.

Aye: 5 - Commissioner Kirby, Chair Leung, Commissioner Romano, Commissioner Stocks, and Vice Chair Vargas-Smith

Excused: 1 - Commissioner Celso

3. 23-645 Consideration of a proposed new attached Accessory Dwelling Unit (ADU) and modification of attic space into living space at 611 Hilmar Street that is located within 200 feet of a Historic Resource.

Public Speakers:
Matt Dougherty
Bea Riley
Timi Okai
Larry Gatson
Mark Kelsey
Christoph Van Hover
Mark Kolbeck

A motion was made by Commissioner Romano, seconded by Commissioner Vargas-Smith, to recommend approval to the Development Review Hearing Officer with a recommendation to the homeowner to modify the front facade to the original design in conformance with existing codes and to consider listing the residence on the HRI with a Mills Act.

Aye: 4 - Chair Leung, Commissioner Romano, Commissioner Stocks, and Vice Chair Vargas-Smith

Nay: 1 - Commissioner Kirby

Excused: 1 - Commissioner Celso

4. 23-656 Consideration of a proposed new attached Accessory Dwelling Unit (ADU) at 1860 Market Street that is located within 200 feet of a Historic Resource continued from the November 3, 2023 and February 2, 2023 Historical and Landmarks Commission meetings

A motion was made by Commissioner Romano, seconded by Commissioner Kirby, to recommend approval to the Planning Commission.

Aye: 5 - Commissioner Kirby, Chair Leung, Commissioner Romano, Commissioner Stocks, and Vice Chair Vargas-Smith

Excused: 1 - Commissioner Celso

5. 23-646 Action to Authorize Staff to Solicit Vendor Quotes for a State of California Department of Parks and Recreation (DPR) for the Downtown Post Office and Authorize the Expenditure of Historical and Landmarks Commission (HLC) Funds

A motion was made by Commissioner Vargas-Smith, seconded by Commissioner Romano, to approve.

Aye: 5 - Commissioner Kirby, Chair Leung, Commissioner Romano, Commissioner Stocks, and Vice Chair Vargas-Smith

Excused: 1 - Commissioner Celso

STAFF REPORT

1. Berryessa Adobe Maintenance

COMMISSIONERS REPORT

1. Subcommittee Reporting - 20 minutes

2. Board/Committee Lead/Alternate

Santa Clara Arts and Historic Consortium	Leung / Romano
Historic Preservation Society of Santa Clara	Vargas-Smith / Leung
Old Quad Residents Association	Leung / Romano
Development Review Hearing	Romano / Vargas-Smith
BART/ High Speed Rail/ VTA BRT Committee	Vargas-Smith/ Vacant
Zoning Ordinance Update	Romano / Vacant
El Camino Real Specific Plan Community Advisory Committee	Leung
Downtown Precise Plan	Vargas

ADJOURNMENT

A motion was made that this meeting be Adjourned at 10:33 p.m..
The motion carried by a unanimous vote.

The next regular scheduled meeting is Thursday, June 1, 2023 at 6 p.m.

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.

24-1029 Agenda Date: 11/19/2024

REPORT TO COUNCIL

SUBJECT
Action on the Historic Preservation Agreement (Mills Act Contract) (PLN24-00431) for 811 Monroe Street

COUNCIL PILLAR
Promote and Enhance Economic Housing and Transportation Development

BACKGROUND
Property owners Daniel Kirstein and Stacey Kirstein applied for a Historical Preservation Agreement (Mills Act Contract) (File No. PLN24-00431) for the property located at 811 Monroe Street. Enacted in 1972, the California Mills Act legislation grants participating local governments the authority to enter into contracts with owners of qualified historic properties who actively participate in the restoration and maintenance of their historic properties while receiving property tax relief. Santa Clara participates in the Mills Act Program. A requirement of the Mills Act Contract is that the building must be a qualified structure, listed on either a local, State, or National register. The property is currently listed on the City's Historic Resource Inventory (HRI) for age and the architectural integrity of the residential structure.

The subject property is a 3,484 square-foot lot located on the corner of Monroe Street and Lexington Street. Constructed in 1903, the existing residence on the property is a 1,624 square-foot, one and one-half story house designed in a local interpretation of the Eastern Shingle Cottage / Shingle architectural style. The property has a detached garage sheathed in board and batten with a shingled roof. Characterized by an A-frame shape, a large, belled gable, one over one windows and a foundation over a basement, which elevates the living area approximately four feet above the ground. Both the main roof and dormer roofs are sheathed with cedar wood shingle

The property owners submitted the requisite application, including a historic survey (DPR 523A Form) of the property, a Statement of Justification for the request, and a 10-Year Restoration and Maintenance Plan for evaluation of the proposed workplan to restore, rehabilitate, and maintain the property.

The proposed Mills Act Contract with 10-Year Restoration and Maintenance Plan and supporting documents were presented to the Historical and Landmarks Commission (HLC), included here as Attachments 1 and 2 respectively, and reviewed at the October 3, 2024, HLC meeting. Following review of the application, staff report and public testimony, the HLC unanimously recommended that the City Council approve the Mills Act Contract and adopt the 10-Year Restoration and Maintenance Plan for 811 Monroe Street.

DISCUSSION

The Mills Act Program allows a qualified property owner to receive a potential property tax reduction and use that savings to assist in offsetting the costs to rehabilitate, restore, and maintain their property. To qualify for the program, the property and/or building must be listed on either a local, State, or National register. The property owner must also have a plan to restore and rehabilitate the property.

A Department of Parks and Recreation (DPR) 523A Form was prepared by Lorie Garcia of Beyond Buildings on September 14, 2023, assessing the historical significance of the property based on National and State (California) Register criteria and the City's local criteria for significance. The evaluator found the structure at 811 Monroe Street to be in overall good condition and that the residence appears to have had little external change since its construction in 1903. The evaluator concluded that the property continues to retain enough of its historic character and appearance to be recognizable as a historic resource and to convey the reason for its significance as a Historically Significant Property on the City's HRI.

The property owners submitted a Statement of Justification and 10-Year Plan for restoration and maintenance of the property. The Restoration and Maintenance Plan includes window refurbishment, house painting, re-roofing, repainting and refinishing the exterior, stairs and hatch replacement, and wood repair. The property owners will obtain Significant Property Alteration permits for the work described in the Restoration and Maintenance Plan as required by the City's Historic Preservation Ordinance (Santa Clara City Code Chapter 18.130).

The HLC in their recommendation to the City Council found that the work proposed in the 10-Year Restoration and Maintenance Plan adheres to the Secretary of the Interior's Standards for Rehabilitation. The proposed improvements, and the owner's statement of justification, support the preservation, protection, and maintenance of a locally designated significant structure.

This request is one of five Mills Act Contracts that are on track for Council approval this year out of the 10 contracts that are allowed for the year.

ENVIRONMENTAL REVIEW

The Mills Act program is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15331 of the CEQA Guidelines (Historical Resource Restoration / Rehabilitation). This exemption consists of projects limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation, or reconstruction of historical resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties (SOI Standards). The Project will result in the restoration and rehabilitation of the 1903 structure consistent with the SOI Standards.

FISCAL IMPACT

The amount of the property tax reduction depends upon the property, location, size, and comparable properties in the area. Currently, the assessed value of the property is approximately $978,527 (06/30/2024 information) and the annual property tax is approximately $11,508 (2024/25 value)

(Source: Santa Clara County Assessor's Office). The City receives approximately 10% of the base property tax. The Mills Act Contract tax reduction is based on an income capitalization method (ICM) calculation based on the average monthly rent, average maintenance costs, and an amortization schedule to arrive at a reduced appraisal value resulting in lower property taxes. The anticipated tax reduction would be 20% to 70% based on the County's evaluation of the property's age, condition, and local market value factors in accordance with the formula set by state law. Based on the latest information available, the estimated annual fiscal impact to the City for this individual Mills Act Contract would be a decrease of property tax revenue in the range of $230 to $806. The actual future fiscal impact may be greater due to the reassessment of property value by the County upon transfer of ownership.

COORDINATION

This report has been coordinated with the Finance Department and the City Attorney's Office.

PUBLIC CONTACT

No public notices are required for this item. Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Determine that the project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15331(Class 31 - Historical Resource Restoration / Rehabilitation); and
2. Authorize the City Manager to execute a Mills Act Contract in a final form approved by the City Attorney and adopt the 10-Year Restoration and Maintenance Plan associated with the property at 811 Monroe Street.

Reviewed by: Reena Brilliot, Acting Director, Community Development Department
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Mills Act Contract, Property Description, Primary Record, Standards of Rehabilitation, 10-Year Restoration Plan

2. Staff Report from Historical and Landmarks Commission meeting of October 3, 2024

3. Statement of Justification

RECORD WITHOUT FEE
PURSUANT TO GOV'T CODE SECTION 6103

Recording Requested by:
Office of the City Attorney
City of Santa Clara, California

When Recorded, Mail to:
Office of the City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Form per Gov't Code Section 27361.6 **[SPACE ABOVE THIS LINE FOR RECORDER'S USE]**

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement, (herein, "Agreement"), is made and entered into this ___ day of _____, 2024, ("Effective Date"), by and between Daniel Kristein and Stacey Kristein, owners of certain real property located at 811 Monroe Street ("OWNERS") and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("CITY"). CITY and OWNERS may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

A. **Recitals**.

(1) California Government Code Section 50280, et seq. authorizes the CITY to enter into a contract with the OWNERS of qualified Historical Property to provide for the use, maintenance, and restoration of such Historical Property so as to retain its characteristics as property of historical significance.

(2) OWNERS possesses fee title in and to that certain real property, together with associated structures and improvements thereon, shown on the 2021 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 269-26-089, and generally located at the street address 811 Monroe Street, in the City of Santa Clara ("Historic Property"). A legal description of the Historic Property is attached hereto as "Legal Description," marked as "Exhibit "A," and incorporated herein by reference.

(3) The Historic Property is on the City of Santa Clara Architecturally or Historically Significant Properties list. OWNERS submitted a Mills Act Proposal to City on September 03, 2024. The Proposal included a Primary Record from the State of California's Department of Parks and Recreation. A true and correct copy of the Proposal is attached to this Agreement as "Exhibit B".

(4) CITY and OWNERS, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property and to qualify the Historic Property for an assessment of valuation pursuant to Section 439.2 of the California Revenue and Taxation Code.

B. **Agreement**.

NOW, THEREFORE, CITY and OWNERS, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

(1) Effective Date and Term of Agreement. The term of this Agreement shall commence on the effective date of this Agreement and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such term will automatically be extended as provided in paragraph 2, below.

(2) Renewal.

(a) Each year on the anniversary of the effective date of this Agreement, ("renewal date"), one (1) year shall automatically be added to the term of this Agreement unless notice of nonrenewal is mailed as provided herein.

(b) If either the OWNERS or CITY desires in any year not to renew the Agreement, OWNERS or CITY shall serve written notice of nonrenewal of the Agreement. Unless such notice is served by OWNERS to CITY at least ninety (90) days prior to the annual renewal date, or served by CITY to OWNERS at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the balance of the remaining term of the Agreement as provided herein.

(c) OWNERS may make a written protest of a nonrenewal notice issued by CITY. CITY may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to OWNERS of nonrenewal. If either CITY or OWNERS serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, from either original execution date or the last renewal date of the Agreement, whichever is applicable.

(3) Standards for Historical Property. During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

(a) OWNERS shall preserve and maintain the characteristics of historical significance of the Historic Property. "The Secretary of the Interior's Standards for Rehabilitation," marked as “Exhibit C” to this agreement, and incorporated herein by this reference, contains a list of those minimum standards and conditions for maintenance, use, and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement.

(b) OWNERS shall, when necessary or as determined by the Director of Planning and Inspection, restore and rehabilitate the property to conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, the United States Secretary of the Interior Standards for Rehabilitation and the California Historical Building Code and in accordance with the attached schedule of potential home improvements, drafted by the OWNERS and approved by the City Council, attached hereto as "The Description of the Preservation and Restoration Efforts," marked as “Exhibit D” to this agreement, and incorporated herein by this reference.

(c) OWNERS shall allow, and CITY requires, that after five (5) years, and every five (5) years thereafter, an inspection of the property's interior and exterior shall be conducted by a party appointed by CITY, to determine OWNERS' continued compliance with the terms of this Agreement. OWNERS acknowledge that the required inspections of the interior and exterior of the property were conducted prior to the effective date of this Agreement.

(4) <u>Provision for Information</u>.

(a) OWNERS hereby agree to furnish CITY with any and all information requested by the CITY to determine compliance with the terms and provisions of this Agreement.

(b) It shall be the duty of the OWNERS to keep and preserve, for the term of the Agreement, all records as may be necessary to determine the eligibility of the property involved, and the OWNERS compliance with the terms and provisions of this Agreement, including, but not limited to blueprints, permits, historical and/or architectural review approvals, and schedules of potential home improvements drafted by the OWNERS and approved by the City Council.

(5) <u>Cancellation</u>.

(a) CITY, following a duly noticed public hearing as set forth in California Government Code Section 50280, et seq., shall cancel this Agreement or bring an action in court to enforce this Agreement if it determines any one of the following:

(i) the OWNERS breached any of the terms or conditions of this Agreement; or

(ii) the OWNERS have allowed the property to deteriorate to the point that it no longer meets standards for a qualified historic property.

(b) CITY may also cancel this Agreement if it determines that:

(i) the OWNERS have allowed the property to deteriorate to the point that it no longer meets building standards of the City Code and the codes it incorporates by reference, including, but not limited to, the Uniform Housing Code, the California Historical Building Code, the California Fire Code, and the Uniform Code for the Abatement of Dangerous Buildings or;

(ii) the OWNERS have not complied with any other local, State, or federal laws and regulations.

(iii) the OWNERS have failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of this Agreement.

(c) In the event of cancellation, OWNERS shall pay those cancellation fees set forth in California Government Code Section 50280, et seq. As an alternative to cancellation, OWNERS may bring an action in court to enforce the Agreement.

(6) <u>No Waiver of Breach</u>.

(a) No waiver by CITY of any breach under this Agreement shall be deemed to be a waiver of any other subsequent breach. CITY does not waive any claim of breach by

OWNERS if CITY does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for under the terms of this Agreement or in the City's laws and regulations are available to the City.

(7) Mediation.

(a) Any controversies between OWNERS and CITY regarding the construction or application of this Agreement, and claim arising out of this contract or its breach, shall be submitted to mediation upon the written request of one party after the service of that request on the other party.

(b) If a dispute arises under this contract, either party may demand mediation by filing a written demand with the other party.

(c) The parties may agree on one mediator. If they cannot agree on one mediator, there shall be three: one named in writing by each of the parties within five days after demand for mediation is given, and a third chosen by the two appointed. Should either party refuse or neglect to join in the appointment of the mediator(s) or to furnish the mediator(s) with any papers or information demanded, the mediator(s) may proceed ex parte.

(d) A hearing on the matter to be arbitrated shall take place before the mediator(s) in the city of Santa Clara, County of Santa Clara, State of California, at the time and place selected by the mediator(s). The mediator(s) shall select the time and place promptly and shall give party written notice of the time and place at least fifteen (15) days before the date selected. At the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the sole discretion of the mediator(s). The mediator(s) shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

(e) The submission of a dispute to the mediator(s) and the rendering of a decision by the mediator(s) shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award may be given by any Superior Court having jurisdiction, or that Court may vacate, modify, or correct the award in accordance with the prevailing provisions of the California Mediation Act.

(f) Each party shall bear their own cost(s) of mediation.

(8) Binding Effect of Agreement.

(a) The OWNERS hereby subjects the Historic Property described in Exhibit "A" hereto to the covenants, reservations, and restrictions as set forth in this Agreement. CITY and OWNERS hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the OWNERS successors and assigns in title or interest to the Historic Property. Each and every contract, deed, or other instrument hereinafter executed, covering, encumbering, or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations, and restrictions expressed in this Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument.

(b) CITY and OWNERS hereby declare their understanding and intent that the burden of the covenants, reservations, and restrictions set forth herein touch and concern the land in that OWNERS' legal interest in the Historic Property.

(c) CITY and OWNERS hereby further declare their understanding and intent that the benefit of such covenants, reservations, and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Historic Property for the benefit of the CITY, public (which includes, but is not limited to the benefit to the public street generally located at 811 Monroe Street), and OWNERS.

(9) Notice.

(a) Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

CITY: City of Santa Clara
Attn: City Clerk
1500 Warburton Avenue
Santa Clara, CA 95050

OWNERS: Daniel Kristein and Stacey Kristein
811 Monroe Street
Santa Clara, CA 95050

(b) Prior to entering a contract for sale of the Historic Property, OWNERS shall give thirty (30) days notice to the CITY and it shall be provided at the address of the respective parties as specified above or at any other address as may be later specified by the parties hereto.

(10) No Partnership or Joint Enterprise Created. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns; nor shall such terms, provisions, or conditions cause them to be considered joint ventures or members of any joint enterprise.

(11) Hold Harmless and Indemnification. To the extent permitted by law, OWNERS agree to protect, defend, hold harmless and indemnify CITY, its City Council, commissions, officers, agents, and employees from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising there from for which OWNERS shall become legally liable arising from OWNERS' acts, errors, or omissions with respect to or in any way connected with this Agreement.

(12) Attorneys' Fees. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to costs and other relief ordered by the court.

(13) Restrictive Covenants Binding. All of the agreements, rights, covenants, reservations, and restrictions contained in this Agreement shall be binding upon and shall inure to

the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner pursuant to this Agreement.

(14) Mills Act Historic Property Contract Application Requirements. An application for a Mills Act Historic Property Contract shall be made through the Planning Division and shall include the following:

a. a Historic Resources Inventory form;

b. the description of the preservation or restoration efforts to be undertaken as referenced in paragraph 3 (b) as Exhibit "D";

c. a statement of justification for the Mills Act Historic Property designation and reassessment; and,

d. the Mills Act Historic Property Contract filing fee pursuant to paragraph 17.

(15) Mills Act Historic Property Contract Approval. Based upon the Historical and Landmarks Commission's ("Commission") review of the Mills Act Historic Property Contract criteria and recommendation to Council, and based upon the recommendation and approval by Council, a Mills Act Historic Property Contract may be entered into with OWNERS. The decision of the City Council shall be final and conclusive in the matter.

(16) Recordation and Notice. No later than twenty (20) days after the parties execute and enter into this Agreement, the CITY shall cause this Agreement to be recorded in the office of the County Recorder of the County of Santa Clara.

(17) Fees. The Planning Department may collect such Mills Act Historic Property Contract application fee of $8,735.80 (eight thousand, seven hundred, and thirty-five dollars and eighty cents), or other fees for the administration of this contract as are authorized from time to time by the City Council. Such fees do not exceed the reasonable cost of providing the service for which these fees are charged. OWNERS shall pay the County Recorder's Office recordation fees for recordation of this Mills Act Historic Property Contract and the recordation of the OWNERS updated Historic Resources Inventory form.

(18) Ordinary Maintenance. Nothing in this contract shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature in or on any Historic Property covered by this contract that does not involve a change in design, material, or external appearance thereof, nor does this contract prevent the construction, reconstruction, alteration, restoration, demolition, or removal of any such external architectural feature when the Director of Planning and Inspection determines that such action is required for the public safety due to an unsafe or dangerous condition which cannot be rectified through the use of the California Historical Building Code and when such architectural feature can be replaced according to the Secretary of Interior's Standards.

(19) California Historical Building Code. The California Historical Building Code ("CHBC") provides alternative building regulations for the rehabilitation, preservation, restoration, or relocation of structures designated as Historic Properties. The CITY's building

permit procedure shall be utilized for any Historic Property which is subject to the provisions of this Agreement, except as otherwise provided in this Agreement or the CHBC. Nothing in this Agreement shall be deemed to prevent any fire, building, health, or safety official from enforcing laws, ordinances, rules, regulations, and standards to protect the health, safety, welfare, and property of the OWNERS or occupants of the Historic Property or the public.

(20) Conservation Easements.

(a) Conservation easements on the facades of the Historical Property may be acquired by the CITY, or on the CITY's behalf, by a nonprofit group designated by the CITY through purchase, donation, or condemnation pursuant to California Civil Code Section 815.

(b) The OWNERS, occupant, or other person in actual charge of the Historical Property shall keep in good repair all of the exterior portions of the Historic Property, and all interior portions thereof whose maintenance is necessary to prevent deterioration and decay of any exterior architectural feature.

(c) It shall be the duty of the Director of Planning and Building Inspection to enforce this section.

(21) Severability. If any section, sentence, clause, or phrase of this Agreement is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, or by subsequent preemptive legislation, such decision shall not affect the validity and enforceability of the remaining provisions or portions of this Agreement. CITY and OWNERS hereby declare that they would have adopted this Agreement, and each section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases may be declared invalid or unconstitutional.

(22) Integrated Agreement - Totality of Agreement. This Agreement embodies the agreement between CITY and OWNERS and its terms and conditions. No other understanding, agreements, or conversations, or otherwise, with any officer, agent, or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

(23) Captions. The captions of the various sections, paragraphs and subparagraphs are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

(24) Statutes and Law Governing Contract. This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

(25) Amendments. This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

IN WITNESS WHEREOF, CITY and OWNERS have executed this Agreement on the day and year first written above.

CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation

APPROVED AS TO FORM:

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

Daniel Kristein and Stacey Kristein
Owners of 811 Monroe Street

By: _____

Daniel Kristein and Stacey Kristein
811 Monroe Street
Santa Clara, CA 95050

"OWNERS"

Exhibits:
A – Property Description
B – Primary Record
C – Standards for Rehabilitation
D – Restoration Schedule

RECORDING REQUESTED BY
Law Offices of E.J. Hong

AND WHEN RECORDED MAIL TO
Daniel A. Kirstein
Stacey L. Kirstein
811 Monroe Street
Santa Clara, CA 95050

Space above line for Recorder's Use

APN: 259-26-089

NO TAX DUE.

TRUST TRANSFER DEED

The undersigned Grantors declare under the penalty of perjury that the following is true and correct:

Documentary transfer tax is NONE. Not pursuant to a sale. No consideration. A transfer into a revocable trust. Rev. & Tax Code Section 11930.

OWNER OCCUPIED / OWNER OCCUPIER. Exempt from fee per GC Sec 27388.1(a)(2); recorded transfer of real property that is a residential dwelling to an owner-occupier.

_____ Unincorporated area __X__ City of Santa Clara

This is a transfer into a revocable trust excludable from reassessment under Rev. & Tax Code Section 62(d).

FOR NO CONSIDERATION, **GRANTORS** Daniel A. Kirstein and Stacey L. Kirstein, husband and wife, hereby **GRANT TO** Daniel A. Kirstein and Stacey L. Kirstein, Trustees of the Kirstein Family Trust dated April 5, 2019, and any and all amendments thereto, that real property in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF LEXINGTON STREET WITH THE EASTERLY LINE OF MONROE STREET; RUNNING THENCE NORTHERLY ALONG THE EASTERLY LINE OF MONROE STREET 37 FEET, AND 6 INCHES; THENCE AT RIGHT ANGLES EASTERLY 94 FEET; THENCE AT RIGHT ANGLES SOUTHERLY 37 FEET AND 6 INCHES TO THE NORTHERLY LINE OF LEXINGTON STREET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF LEXINGTON STREET; 94 FEET TO THE POINT OF BEGINNING. BEING A PART OF BLOCK 2 SOUTH , RANGE 3 WEST; AS REPRESENTED UPON THE OFFICIAL MAP OF THE CITY OF THE CITY OF SANTA CLARA, CALIFORNIA.

Property commonly known as 811 Monroe Street, Santa Clara, CA 95050.

Mail tax statements to: same address as above

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PRIMARY RECORD

Primary# _____
HRI# _____
Trinomial _____
NRHP Status Code

Other Listings

Review Code | Reviewer | Date

 ***Resource Name or #:** (Assigned by recorder) *Sarah Morrison House*

P1. Other Identifier: *811 Monroe Street*

***P2. Location:** ☐ **Not for Publication** ☐ **Unrestricted** ***a. County** *Santa Clara*
and (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)

***b. USGS 7.5' Quad** *San Jose West* **Date** *1980 photo revised* **T** *7S* ; **R** *1W* ; *unsectioned* ; *Mt. Diablo* **B.M.**

c. Address *811 Monroe Street* City *Santa Clara* Zip *95050*

d. UTM: (Give more than one for large and/or linear resources) Zone ___, _____ mE/ _____ mN

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate)
Assessor's Parcel Number: 259-26-089
East side of Monroe Street between Homestead and Lexington Streets

***P3a. Description:** (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

The subject property at 811 Monroe Street is located in the urban setting of a block of houses with tree lined streets that was primarily developed in the last decade of the nineteenth century and first decade of the twentieth century. Currently the block contains seven (7) homes, which are listed on the City's Inventory of Architecturally or Historically Significant properties. Since the 1960s, the northern portion of the block has undergone multiple changes, including the street widening and name change of Liberty Street to what is now

(Continued on page 2, form 523L)

***P3b. Resource Attributes:** (List attributes and codes) HP2 *Single – Family Property*

***P4. Resources Present:** ☒ Building ☐ Structure ☐ Object ☐ Site ☐ District ☐ Element of District ☐ Other (Isolates, etc.)

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects.)

***P5b. Description of Photo:** (view, date, accession #)
Front façade (view) Photo No:100_3213, 08/2023

***P6. Date Constructed/Age and Source:**
☒ Historic ☐ Prehistoric ☐ Both
Constructed 1903
Assessor's Records; 1903 Real Estate Transactions; Morrison family records.

***P7. Owner and Address:**
Daniel A. Kirstein and Stacey L. Kirstein,
Trustees of the Kirstein Family Trust
811 Monroe Street
Santa Clara, CA 95050

***P8. Recorded by:** (Name, affiliation, and address)
Lorie Garcia
Beyond Buildings
P.O. Box 121
Santa Clara, California 95052

***P9. Date Recorded:** *September 14, 2023*

***P10. Survey Type:** (Describe) *Intensive*

***P11. Report Citation:** (Cite survey report and other sources, or enter "none.") *Historic Resources Inventory Form "811 & 823 Monroe" July, 1981.*

***Attachments:** NONE ☒ Location Map ☒ Continuation Sheet ☒ Building, Structure, and Object Record ☐ Archaeological Record ☐ District Record ☐ Linear Feature Record ☐ Milling Station Record ☐ Rock Art Record ☐ Artifact Record ☐ Photograph Record ☐ Other (List):

(Continued from page 1, Form 523A, P3a. Description)

Homestead Road and, with the exception of the historic church on the block's Homestead/Monroe Street corner, the construction of commercial properties facing on Homestead Boulevard. Currently the area is developed with a mix of mostly single-family residential construction south of Homestead and commercial construction to the north.

The specific property on which the subject residence is located is a corner lot at the junction of Monroe and Lexington Streets. The home fronts on Monroe Street with single-family construction to the side and rear. With the exception of the lots on which the subject property and the immediately neighboring home at 823 Monroe Street are located, which are 37.5' wide, the majority of the single-family lots have similar widths ranging from 45" to 55,' and similar lengths at 155.' The single-family homes also have similar setbacks from the street with urban sized front yards and, with the exception of the Homestead and northern portion of the Monroe block face, like the neighboring blocks the streetscape is a pleasant one which evokes the sense of an early Santa Clara neighborhood.

The primary building on the site is a 1,624 ft., one and one-half story house, constructed in 1903 and designed in a local interpretation of the Eastern Shingle Cottage/First Bay Tradition variety of the Shingle architectural style; one of only two known to exist in Santa Clara. (Its identical twin is situated next to it at 823 Monroe Street.) Originally constructed near the front of a 37.50' x 175' lot, today, due to a later lot division, it sits on a 37.50' x 94,' 3484 sq. ft. lot. The house fronts roughly west onto Monroe Street and is set back from both streets, allowing for a surrounding open cultivated area with lawn and mature shrubbery on the west and south sides of the property. A wide, straight, concrete walkway leads from the Monroe Street sidewalk to the front (main) entry, which also faces Monroe Street. A brick walkway branching off of the entry walkway continues past the front of the house to the entry gate on the south side that provides access the rear of the site. Narrow planting beds are located between this walkway and the house Large street trees shade both of the property's street sides and a very large Redwood tree, located at the junction of the driveway and Lexington Street sidewalk shades the rear.

A low white wood picket fence that runs from the front of the house's north side-elevation, along the north side property line, then continues across the front and down the south side property line, connecting with a taller white picket fence, which then runs across the rear to a connection with the front corner of the garage, secures entry to the rear yard and the house from Santa Clara and Lexington streets. Another low white wood picket fence with an arched opening and gate, that runs from near the front of the home's south side-elevation across the side yard to the fence along the south side elevation, separates the south side and rear yards of this home from that of the front. Low white picket gates set into both the front and rear fencing, provide access to the property.

Running from the rear of the home's north side-elevation, a tall, solid wood fence with lattice on top, continues down the north side=property line to its connection with the east property line and then along that back to the Lexington Street sidewalk securing access to the rear.

The open area of the small rear yard, between the house and the garage, is covered with brick.

(Continued on page 3, Form 523L)

Supplemental Photograph or Drawing

Description of Photo: (view, date, accession #)
View from corner of Monroe and Lexington Streets (Camera pointing NNE) South side-elevation & front façade. Photo No: 100_3215; 8/2023.

(Continued from page 2, Form 523L)

Opening on Lexington Street, a short, brick paved, driveway leads to a small, gable roofed, one-car garage that faces Lexington Street. The garage is sheathed in wood board and batten siding and the roof is shingled. It has a garage door constructed of horizontal siding that is hinged on both sides and opens in the middle. A paneled wood man-door, set near the rear of the garage's west side elevation, allows access to the garage from the immediately adjacent rear yard and a small 9-paned wood window provides light inside the garage. The garage remains as originally constructed.

Characterized by an A-frame shape, this wooden, single-family residence was designed in a symmetrical plan with a rectangular footprint, both the shape and form of an Eastern Shingle Cottage style home, which was specifically created to fit on narrow deep lots. It is set on a foundation over a basement, which elevates the living area approximately 4 feet above the ground. As is specifically characteristic of the English Shingle Cottage architectural style, it has a dominant front-facing, gable roof that is slightly belled at the bottom, the front and sides of which meet in a perfect seam. The roof, which large enough to cover the entire upper story, is punctuated with an elongated pent roof dormer that projects from each side of the prominent gable. The gable's narrow eaves are enclosed, finished with simple flat boards, as are those of the pent roof dormers. Both the main roof and dormer roofs are sheathed with cedar wood shingles. Near the rear, a brick fireplace chimney projects through the roof. The rear facade is punctuated by a shingle roofed one-story, enclosed sun porch.

The most obvious feature of a Shingle Style home is the generous and continuous use of wood shingles on the siding which, according to McAlester, might occur on the second story only where a near uniform sheath of rows of wooden shingles covers the second story, while first story is sheathed in narrow horizontal wood siding with the walls of each story, uninterrupted at the corners (no corner boards). The upper story of this Eastern Shingle Cottage, including the dormers, is covered with shingles, while narrow horizontal wood siding sheathes the both first floor, the basement and foundation area below. The rear sun porch is sheathed in narrow, horizontal siding from the foundation to the main floor level and then with vertical siding (beadboard) to the eaves. A narrow band of molding, in emulation of a water table wraps around all sides of the house, ending on either side of the projecting sun porch.

Porches in Shingle houses were integrated fully into the overall design rather than built as separate attachments. The small front porch of this house was designed in this manner, absorbed within the perimeter of the house and offset to the left. Located at the north, open end of the porch, the roof rests on a thick support column that is sheathed in the same narrow, horizontal wood siding that covers the house. Between the house and column is a low knee wall, trimmed at the top with the same "water table" molding.

The main entry is on the front (west) façade and is accessed by 7 wide, bull-nosed wood steps that lead from the walkway from Monroe Street to the front porch. Stoops flank the front entry steps. The front door is centered on the porch and faces Monroe Street. The wooden door (original) consists of a large stained-glass window, set into the top half, over two large, rectangular, horizontally orientated wood panels in the bottom half. Plain wide wooden molding with back banded trim, surrounds the entry door. A secondary entry, accessed by 6 wood steps, is located at the rear. The rear entry door, which is wood with a window containing 9 glass panes, separated by muntins, in the top half and 2 large vertically oriented wood panels in the bottom half, leads into the sun porch and is set flush with the top entry step. There is no landing. A simple wood railing with plain wood balusters, is set on either side of the rear entry steps. At the rear of the house, set at ground level adjacent to sun porch's south side, is the external entry to the basement. A simple, wooden, shed-style double door provides access to the 6 wood steps, which provide entry into the partially finished basement.

Other character-defining features of this home include its windows, which are typical English Shingle Cottage style where one-over-one sash windows are the most common. Fenestration of this home's first and second stories is rectangular in form, vertically oriented, 1-over-1, double-hung wooden windows both paired and single with casement and fixed windows set into the rear sun porch. A character-defining feature of the English Shingle Cottage is that the gable face is pierced by one or two windows which serve to break up its bulky expanse. The front façade gable face of this house has a pair of large, vertically orientated 1-over-1 windows centered on it. There is a projecting sill and unlike the other windows on the main body of the house, which are trimmed with wide, flat, back-banded boards, typical of this architectural style, this pair of gable-face windows are trimmed with decorative molding and have an apron also made of decorative molding. This upper story window is further enhanced by a row of shingles that curve over the top of the window trim This row of shingles is ornamented with a row of sawtooth shingles laid on top of the squared shingles below and which extend across the gable face. Note: the use of a row of shingles that curve above the window head was not just for ornamental purposes. Shingle style homes were an experiment in throwing off rigid stylistic rules of earlier architectural styles and rather than employing metal

(Continued on page 4, Form 523L)

(Continued from page 3, Form 523L)

flashing above the window head trim to prevent water from getting behind the thick wood trim, as had been used previously, the Shingle style designers employed a row of shingles to simply curve out above the window head to shield the top trim from rain. Located, slightly off-center in the rear gable face, is a single, vertically orientated 1-over-1 window, with a projecting sill, an apron and with window trim similar to the pair on the front gable face.

The north-facing dormer has two large, rectangular, vertically orientated windows, with projecting sill, aprons and trim similar to that of the pair of gable face windows. The south facing dormer, with windows visible from Lexington Street, also has two windows. However, while the one to the rear is similar to those on the north facing dormer, the window towards the front is highly distinctive and provides an eye-catching feature. Here a triangular bay window, with a 1-over-1 window trimmed with molding, set in each slanted side, projects from the body of the dormer. The bay is supported underneath by a solid triangular platform, trimmed at the top with wide decorative molding. All of the dormer windows, both on the north and south facing dormers, are enhanced by an architrave.

On the front façade, centered in the wall plane, the first story has a pair of large, 1-over-1, vertically oriented windows. The south side-elevation has a single large, 1-over-1, vertically oriented window towards the front, followed by a pair in the middle and a smaller, square 1-over-1 window towards the rear. The front and the south side-elevation windows are trimmed with flat, wide back-banded boards (a character-defining feature), have no sills or aprons and rest on the water table molding. Fenestration of the first story on the north side-elevation consists of a medium-height,1-over-1 vertically orientated window centered on the wall plane, followed by a large,1-over-1 vertically orientated window and then a small window with a single pane at the rear. The north side-elevation windows are trimmed with flat, wide back-banded boards and have wide decorative molding underneath. They are set above the water table. At the rear of the house, a pair of casement windows is set into the wall plane adjacent to the sun porch. Like the rest of the first story windows the pair of casement windows are trimmed with flat, wide back-banded boards, however there is a narrow sill. All of the windows of the main body of the house are wood and all of the windows appear to be original.

The south side-elevation of the rear sun porch has a large window, consisting of six large panes of glass separated by muntins, that fills the top half (above the vertical beadboard siding) of the wall. The sun porch's rear has two pair of casement windows. With the exception of the left middle one, which can open, they have been fixed in place. On the north side-elevation of the sun porch, occupying the same wall space as on the sun porch's south side-elevation, is a ribbon of three tall, narrow windows each of which consists of 2 rectangular panes of glass separated by muntins. All of the windows of the sun porch are wood framed and all of the windows appear original.

Small basement windows, set close to the ground, are located in both the north and south side-elevations. These are also trimmed with wide, flat boards, which on the north side elevation are plain while those on the south side elevation are back-banded.

The rear of the property's open space was altered with the 1915 construction of a second home (1255 Lexington Street) and subsequent division of the original lot into two separate properties. However, the subject home is in good condition and appears to have had minimal to no external alteration since its construction in 1903.

State of California C The Resources Agency Primary #
DEPARTMENT OF PARKS AND RECREATION HRI #

BUILDING, STRUCTURE, AND OBJECT RECORD

***NRHP Status Code** *N/A*

 ***Resource Name or #** (Assigned by recorder) *Sarah Morrison House*

B1. Historic Name: *None*
B2. Common Name: *None*
B3. Original Use: *Single family residential* **B4. Present Use:** *Single family residential*
***B5. Architectural Style:** *Shingle – Eastern Shingle Cottage/First Bay Tradition*
***B6. Construction History:** (Construction date, alterations, and date of alterations)
The residence was constructed in 1903.

***B7. Moved?** ☒ **No** ☐ **Yes** ☐ **Unknown Date:** _____ **Original Location:**
***B8. Related Features:** *Garage*

B9a. Architect: *Not known* **b. Builder:** *Morrison Brothers (Kenneth & Angus Morrison).*
***B10. Significance: Theme** *Architecture and Shelter* **Area** *Santa Clara Old Quad*
Period of Significance *1903-1964* **Property Type** *Residential* **Applicable Criteria** *none*
(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

The parcel located at 811 Monroe Street is a portion of a larger parcel that had originally been identified as Lot 3 of Block 2 South, Range 3 West of the original survey of the City of Santa Clara. This survey was done July 1866 by J. J. Bowen and recorded on August 22 of that same year. (It is this survey that forms the basis for the part of Santa Clara known as the "Old Quad.")

Block 2S, R3W, framed by Liberty (Homestead Rd.), Jackson, Lexington and Monroe Streets, had been subdivided into three lots by 1866. According to the list of property owners and their improvements, which accompanied the 1866 survey, Lot 1, a 47190 sq. ft. parcel, was owned by Abraham Madan, who had a frame house and orchard on his property. Caleb Ran owned Lot 2, a 22948 sq. ft. parcel, and had a frame house and a barn. Lot 3, a 22126 sq. ft. parcel, was owned by John Squires and a frame house and an orchard were listed as the improvements shown on his property.

John Squires, his wife, Martha and their young son, Uriah, settled in Santa Clara in the 1850s. Here they purchased the land that in 1855 would be designated Lot 3 of Block 2S. R3W. Circa 1867, following his mother's death, Uriah Squires, now a teacher, bought Lot 2 from Caleb Ran and moved into the house on it, near that of his aging father. The 1869 Poll List for the Santa Clara Election District (taken in October 1868) records that by October 3, 1868, while John Squires, an 85-year-old farmer from Virginia, resided on Lot 3, by now his son, Uriah Erastus Squires, a 28-year-old teacher, was living on Lot 2. They are also shown living on this property on the 1870 Census.

(Continued on page 6, Form 523L)

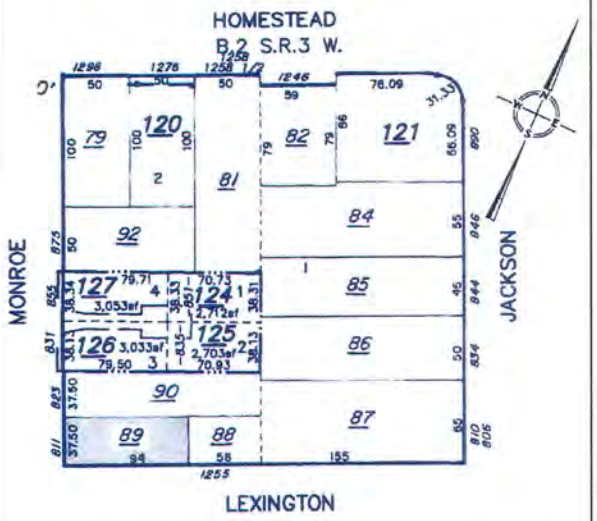
B11. Additional Resource Attributes: (List attributes and codes) *HP2 – Single Family Property*
***B12. References:** *Garcia, Lorie, "Santa Clara: From Mission to Municipality," 1997; Garcia Lorie, Geoff Goodfellow and George Giacomini, "A Place of Promise: The City of Santa Clara 1852-2002," 2002; Map of the Town of Santa Clara, drawn by C. E. Moore, 1893; McAlester, Virginia Savage, "A Field Guide to American Houses," Revised ed., 2013; Polk and Husted City Directories,1898-1960; Morrison Family Archives; Poll Lists of the Santa Clara County Election Districts, Santa Clara Precinct, 1868; Prentice, Helene Kaplan and Blair Prentice, "Rehan Right," 1986; San Jose Mercury Herald 5/26/1903, 3/7/1915; Sanborn Fire Insurance Maps, 1887, 1892, 1901, 1915, 1950; Santa Clara Commercial League, "Progressive Santa Clara," 1904; State of California, "California, State Court Naturalization Records, 1850-1986;" Sunday Mercury & Herald 4/26/1903; The Evening News 9/7/1887, 1/9/1896, 12/2/1899, 3/18/1903, 4/21/1903, 6/11/1909, 4/16/1912, 716/1917, 4/9//1932; Warburton, Austen D., "The Morrison Family/Santa Clara Sagas," n.d.; WWII Draft Registration Card No.2362,1942; United States Census, 1870, 1880, 1900, 1910, 1920, 1930, 1940.*

B13. Remarks:

***B14. Evaluator:** *Lorie Garcia*
***Date of Evaluation:** *September 14, 2023*

(This space reserved for official comments.)

(Sketch Map with north arrow required.)



 *Required information

(Continued from page 5, Form 523B, B10. Significance)

As shown on the Plat map of Santa Clara, drawn between 1873 and 1875, the configuration of Block 2S, R3W was the same as delineated nine years earlier on the 1866 survey. On 1he 1887 Sanborn Map a decade later, although a portion of Lot 2 appeared to have been divided into 3 parcels, Lot 3 remained intact. However by now, John Squires had passed away and Uriah Erastus Squires had sold his Lot 2 and Lot 3 property to George P. Thurston and his wife, Dora, and moved to Southern California.

As the end of 1880s approached, the Town of Santa Clara was being described as a highly desirable place to live. It was considered to have "All the Necessities and Conveniences of a Modern Town," with public transportation readily available to San Jose, Santa Cruz, San Francisco, Oakland and from there to all points south and back east, a growing agricultural and manufacturing economic base, its own electric system, increasing housing stock and good schools. As a result, the number of people investing in real estate grew at a very rapid rate. Among these was George P. Thurston.

The son of a very affluent family, George P. Thurston had been born and raised in Bangor, Maine. There, in 1885, he married Dora. Following their marriage George and Dora moved west, where they settled in San Francisco. He established his business as a Real Estate Broker in San Francisco and started acquiring land. The Town of Santa Clara among the places he purchased property and here George P. Thurston bought Lots 2 and 3 of B2S R3W from Erastus Squires.

The C. E. Moore Map of the Town of Santa Clara, drawn in December 1893, indicates Dora Thurston as the owner of most of lot 2 and her husband, George P. Thurston, as owning a 75' x 150' portion of Lot 3. By then, he had sold the northern 76.5' x 150' section of Lot 3 to Margie A. A. Holmes. (A local Real Estate Broker, throughout the 1890s and early 1900s, M. A. A. Holmes was engaged in the purchase and sale of property in the Santa Clara area.)

George P. Thurston had also become acquainted with James P. Pierce, a very wealthy man who lived in Santa Clara. Besides the numerous properties he owned throughout California, in Santa Clara J. P. Pierce was the owner of the estate called New Park, a founder of the Bank of Santa Clara and the owner of the Pacific Manufacturing Company, the largest millworks on the Pacific Coast. George P. Thurston became a member of the Board of Directors for James Pierce's Pacific Manufacturing Company (also called the P.M.Co.) and it was in this capacity that he probably became acquainted with John Cameron Morrison, who, since 1890 had been employed as Superintendent of the Pacific Manufacturing Company. It would be John Cameron Morrison's father who would purchase Thurston's B2S R3W, Lot 3 property in 1903.)

Born in April,1862 in Glengarry County, Ontario, Canada, to John Donald and Mary Cameron Morrison, John Cameron Morrison was the eldest of their 12 children. Growing up, John Cameron Morrison learned the carpenter's trade from his father who, a carpenter himself, trained his sons in this trade. J. C. Morrison also had some further education in architecture and drafting and had worked as superintendent of a Mill in Maxville, Ontario, before he immigrated to Los Angeles in 1886. In 1887, John Cameron Morrison came north, where he settled in Oakland and gained employment as the foreman of the Robert Smilie Construction Company. A couple of years later, J. C. Morrison left Oakland and moved to Santa Clara, where he went to work at the P.M.Co. (John Cameron Morrison would be employed as the Superintendent of the Pacific Manufacturing Company until 1932, when he left to establish his own business, the Morrison Realty Company.)

In 1891, two of John C. Morrison's younger brothers 25-year-old Kenneth and 23-year-old Angus, left Canada and arrived in Oakland, where they also went to work for the Smilie Construction Company. By 1893, they had moved to Santa Clara where they established their own construction company, the Morrison Brothers.

Two years later, in 1895, John, Kenneth and Angus were joined in Santa Clara by their 20-year-old brother, Norman. Norman Morrison was also a carpenter. He gained employment as such and then held several other positions at the Pacific Manufacturing Company until he entered Cooper Medical School. (Note: In 1905, Norman graduated medical school and set up a practice in San Mateo, where he continued to practice until he was in his early 80s.)

In 1898, the four brother's sisters, 25-year-old Sarah, and 20-year-old Anna, "Annie" (Morrison) Wallace, and Annie's husband, David Wallace, arrived from Canada. After their arrival, Sarah joined Norman in living with John Cameron Morrison and his wife and children in their home. In 1899, Sarah finished her nursing training at Stanford and the following year went to work at St, Luke's Sanitarium in

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San Jose. It is not known where David and Annie (Morrison) Wallace resided after their arrival but David became employed as a shipping clerk at the Pacific Manufacturing Company.

By the turn-of-the-Century, John Cameron and Angus were living in homes that they had erected and while Kenneth had purchased an existing house, he had almost immediately remodeled it. All were located on Monroe Street within a block and one-half of each other. Angus' home, one of the first four homes built on the block recently subdivided by C. C. Morse in 1893, lived at 726 Monroe Street. Kenneth, who had purchased the old Deering House in November 1899, had extensively reconstructed it into a large Colonial Revival dwelling and moved in by February 1900, resided at 894 Monroe Street on the SW corner of Monroe Street and Homestead (today,1310 Homestead Road). Located diagonally across the street from Kenneth's house was John Cameron's imposing Queen Anne home at 901 Monroe Street, on the NE corner of Homestead and Monroe Street, (where Wilson's Bakery was located many years later).

In 1902, the Morrison brothers and sister's father, 67-year-old John Donald Morrison, their 60-year-old mother, Mary Cameron Morrison, their youngest brother and sister,18-year-old Louis and 19-year-old Flora Mary (Lolla), left Glengarry County, Ontario, Canada and arrived in Santa Clara on September 30th. They moved into a home at 99 Monroe Street and John Donald Morrison went to work at the P.M.Co.

On March 18, 1903 notice appeared in the Real Estate section of The Evening News (San Jose) that for $676 Dora Thurston et. ux., had sold John D. Morrison the parcel of land located at the NE corner of Monroe and Lexington Streets, which fronted 75 ft. on Monroe St. and 150 ft. on Lexington St. and was part of Lot 3 in Block 2 South, Range 3 West. The location of the property was ideal as it was central to the area in which the three existing Morrison homes were located. Then later in March, the San Jose Mercury reported that the Morrison Brothers, the well-known Santa Clara building contractors, "intend to build two cottages" on the property.

The following month, the April 16, 1903 Sunday Mercury and Herald Real Estate Transactions section included the information about John D. Morrison's sale to his daughter Annie's husband, David N. Wallace, of a 37 ½ ft. by 150 ft. section of the 75' x 150' parcel he had purchased the previous month. This would be the site 823 Monroe Street. The remaining 37 ½ ft. by 150 ft. section on the corner of Monroe and Lexington Streets would be the site of 811 Monroe Street.

By the end of May the Morrison Brothers had received permits to connect to the Monroe Street sewer line and a couple of months later, the two nearly identical houses, constructed by Angus and Kenneth Morrison on these sites were ready for their occupants. The house at 823 Monroe was built for their sister, Annie, and brother-in-law, David Wallace and they erected the house at 811 Monroe for their parents, John Donald and Mary Cameron Morrison, who moved into it along their son, Louis, and daughters, Sarah, who by now was working as a private nurse, and Lolla. The 1904 City Directory lists John Donald, Mary Cameron, Sarah (a nurse) and Louis (a student) all living at 811 Monroe Street, which confirms that they had moved into the house in 1903, as the information printed in the City Directories was gathered at least two months prior to their publication in January of each year.

On September 16, 1907, John Donald Morrison passed away and following his death, Mary Cameron, Sarah, Lola and Louis continued living at 811 Monroe Street, The U. S. Census of Santa Clara Township, taken on April 21, 1910 lists Louis living at 811 Monroe Street as.Head of Household, along with his sister, Sarah, and mother, Mary Cameron Morrison. The previous year Lolla had married William Howard Bull and moved away. After finishing school Louis had gone to work as a draftsman at the P.M. Mill. Now 26, in 1910 Louis was still employed at the Pacific Manufacturing Company, but now working as an architect. Thirty-five-year-old Sarah was still working for a family as a private nurse and spent time engaged in activities for the benefit of those in the nursing profession. For, example, the previous year she had been one of the three leaders in establishing an organization of the graduate nurses of Santa Clara County.

Around 1911 Sarah married Arthur Jewell. He was a Railroad Engineer and when his job transferred him to Chicago, Sarah Morrison Jewell and her husband would leave Santa Clara for a new home there. A notice in the January 12, 1912 Mercury stated that "Mr. Mrs. A. Jewell have left for Chicago where they will remain." Now only Mary Cameron Morrison and Louis remained living in the home, which John Donald and Mary Cameron Morrison and three of their children had moved into nine years earlier. On October 4, 1913, Louis married Mabel Nelson of Sunnyvale. (Note: Dora Thurston hosted the marriage announcement party for them.) The couple

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(Continued from page 7, Form 523L)

moved into a home in Mountain View, leaving Mary Cameron Morrison as the sole occupant of 811 Monroe Street. Then, in 1914 when World War I broke out, Louis signed up for the Canadian Service, even though he was living in the United States. He would serve until 1918 and following his discharge instead of returning here, Louis Morrison went to Chicago where he moved in with his, sister, Sarah, and Arthur Jewell. The 1920 Census shows him still living in his sister's home, employed as a candymaker and lists him as single.

In 1915, the Morrison Brothers had built a small, 900 sq. ft. craftsman cottage for their mother, Mary Cameron. Sited on the 811 Monroe Street lot behind the subject house, Kenneth and Angus constructed the cottage facing Lexington Street (1255 Lexington St.). Mary Cameron Morrison moved into the cottage, where she was joined by her now widowed daughter Lolla, who lived with her until she remarried in July 1818, and then in 1919, by her 55-year-old son, Donald, who had immigrated that year from Canada and moved in with his mother. Donald lived with her for a year then moved to Minnesota where he spent the remainder of his life. Following Mary Cameron Morrison's move Into her Lexington Street house, the Morrison's home at 811 Monroe had stayed vacant until it was rented out in 1917 and the Hart family moved into it.

Originally from Pennsylvania, Frank and Minnie Hart and their 4 children, Evelyn, Alice, Fenton and Marian, became the first people to live as renters in the home at 811 Monroe Street. At the time they moved into the home, Frank L. Hart was employed as an Engineer for the Enterprise Laundry and their oldest daughter, Evelyn, was a private nurse, as had been Sarah Morrison before her marriage. By 1922, the Harts had saved enough money to purchase their own house at 924 Lincoln Street. They moved out of 811 Monroe Street into their new home and the home was rented to Peter N. Smith and his family for $27.50 a month.

When Peter and Hester Smith and their children 18-year-old Frances, 14-year-old Raymond and baby Elinor moved from Berkeley to Santa Clara and into the home at 811 Monroe Street, he was a self-employed salesman, who was working in the Wholesale Furniture Industry. Later he dealt in the sale of extracts and medicines.

The year following the Smith family's move into the home, Louis Morrison returned from Chicago to Santa Clara and moved in with his mother, Mary Cameron Morrison in her home at 1255 Lexington Street. At that time, in partnership with Annie's husband, David Wallace, Louis opened Wallace & Morrison, a confectionary store at 1210 Franklin Street. On January 20, 1924, Louis married his 2nd wife, Hazel Wallace, in Fresno and then they moved to Oakland, where he went to work as a draftsman.

During the six years that the Smith family lived here, the older two children moved out and by 1928 only Peter, Frances and Elinor still resided in the home at 811 Monroe Street. Since moving to Chicago, over the passing years Sarah and Arthur had periodically come back home to visit and that year, when Arthur Jewell retired, Sarah Morrison Jewell and her husband, Arthur, returned from Chicago and moved back into 811 Monroe Street. Sarah's mother Mary Cameron Morrison passed away on April 17, 1928 and her home at 1255 Lexington Street soon became vacant. Circa 1930, the home at 1255 Lexington that Angus and Kenneth Morrison had built for their mother, would pass out of the Morrison family and be purchased by E. B. Walker.

By the time of Sarah Morrison's return to her home at 811 Monroe Street, Louis had already returned to the area with Hazel, bought a house on Magnolia Street in San Jose and was once again working as a draftsman at the Pacific Manufacturing Company. In 1931, he became the last member of the Morrison family, who had immigrated here at the turn-of-the-Century, to become a naturalized citizen of the United States. Although in 1942, he was still living with Hazel at 1315 Magnolia Street in San Jose, when he filled out his WWII Draft Registration Card, Louis listed both his mailing and residence address as 811 Monroe Street, Santa Clara, and his next of kin as Mrs. Jewell. By 1950, Louis and Hazel Morrison had moved to a home in Santa Cruz, where Louis would pass away on April 15, 1968.

In 1945, David Wallace passed away and Annie Morrison Wallace continued living in their home at 823 Monroe Street. The following year, Arthur Jewell died and like her sister next door, Sarah Morrison Jewell continued to reside in her home at 811 Monroe Street. For many people in Santa Clara in the 1950s, these two houses were associated with the two widowed Morrison sisters, and known simply as Annie's and Sarah's homes. Annie Morrison Wallace died on July 26,1960, when she was 88, and four years later, on December 5, 1964, Sarah Morrison Jewell, now 94, passed away. Following Sarah's death, the two Morrison homes were sold outside the family.

By the 1970s the Reid family were the owners of Sarah Morrison's home at 811 Monroe Street and here Peggy Reid raised her 3 children, a daughter and 2 sons, Ben and Gabe. In 1987, during the period that the Reid family owned the subject home, the 37 ½ ft.

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by 150 ft. lot on which the homes at 811 Monroe and 1255 Lexington had been constructed, was split into two separate lots with the home at 811 Monroe now occupying a 37 ½ ft. by 94 ft. section of the original lot.

Peggy Reid was dedicated to her children's education, and while living here was, among other activities, instrumental in the establishment of the "Open Classroom" at Westwood School (today it's at Washington School)) as an alternative to the traditional education format that existed in the Santa Clara Unified School District. When she passed away in the 1990s, a memorial service for her was held in the redwood grove at Westwood School, which was attended by scores of people whose children had benefitted by her commitment to early education.

Following their mother's death, Ben and Gabe Reid retained ownership of their home. Then on November 27, 1997, they sold it to Marie and Jason Rosé. That purchase brought the home at 811 Monroe Street back into the Morrison Family as Marie Rosé was the great, great granddaughter of Mary Cameron and John Donald Morrison, the original owners of the home. They lived here for a little over 8 years. In February 2006, Marie and Jason Rosé sold 811 Monroe Street to Reuben and Ashley Qualls and they in turn sold it to the current owners, Daniel A. Kirstein and Stacey L. Kirstein in 2015.

Historic Evaluation

In order to be considered historically or culturally significant, a property must satisfy certain requirements. It must be 50 years old or older (except in cases of exceptional significance); it must retain historic integrity; it must meet one or more of the National Register of Historic Places criteria for significance, and/or the California Register of Historic Resources criteria for significance, and/or the criteria for listing in a local historic resource inventory.

Age Requirement.

Constructed in 1903, the subject residence at 811 Monroe Street is over 50 years old and thus meets the age requirement.

Integrity Requirement.

Integrity refers to a property's ability to convey its significance. Significance is conveyed by the retention of a resource's visual and physical characteristics and its surroundings. The National Register of Historic Places criteria recognize seven aspects to integrity. These are location, design, setting, materials, workmanship, feeling and association. To retain historic integrity, a property will always possess several and usually most of these aspects. Both the California Register of Historic Resources and the City of Santa Clara Criteria for Local Significance follow the National Register integrity criteria.

The property at 811 Monroe Street has been well maintained and, as there have been no alterations to the home's exterior since it was constructed, its design, materials and workmanship, the visual and character defining features of the historic building, have been preserved. Thus, the architectural integrity of the structure has been retained. The residence retains its original configuration and location and the historical use of the building has not changed; it remains a single-family home. The subject property is set within a historic residential setting in the area of Santa Clara known as the "Old Quad," and the immediate surroundings retain the majority of the qualities that reflect the period in which it was constructed.

The subject property retains enough of its historic character and appearance to be recognizable as a historic property and to convey the reason for its significance (integrity).

National Register of Historic Places Criteria.

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There are not any events associated with the residence at 811 Monroe Street which have made a significant contribution to the broad patterns of history or cultural heritage. It would therefore appear that the building would not be eligible for the National Register of Historic Places based on Criterion A (associated with events that have made a significant contribution to the broad patterns of our history). The building has had 5 known sets of owners over the 120 years of its existence and none appear to reach the level of significant influence required under Criterion B to be considered eligible for the National Register. Neither do any of the other occupants appear to be significant to the history of the region, Nation or State of California. It would therefore appear that the building at 811 Monroe Street would not be eligible for the National Register based on Criterion B (associated with the lives of persons significant in our past). Originating in the 1890s in Northern California's East Bay Area (Oakland and Alameda), as the perfect solution for residential architecture that would fit on deep, narrow lots, the Eastern Shingle Cottage architectural style was the genesis of a regional style that became known as the First Bay Tradition. With its pronounced front-facing gable roof which is sheathed in shingles, the front and sides of which meet in a perfect seam, its gable face pierced by the two double-hung windows, which are surrounded by broad, flat trim, a large pent roof dormer that projects from each side of the prominent gable and its front porch, which is absorbed into the main body of the house, this house has not been altered since its construction in 1903 and all of the character-defining features remain. Thus, as an unmodified, example of the Eastern Shingle Cottage/First Bay Tradition variety of the Shingle architectural style that was constructed in 1903 by Angus and Kenneth Morrison (Morrison Bros. Contractors and Builders), prominant, early 20th Century contractors and builders in the region, under National Register Criterion C the residence at 811 Monroe does "embody the distinctive characteristics of a type, period, or method of construction" and "represents the work of a master" and "represent[s] a significant and distinguishable entitiy whose components may lack individual diatinction." Therefore, it does appear that the building may be eligble for the National Register of Historic Places under Criterion C.

California Register of Historic Resources Criteria

The Criteria for listing in the California Register of Historical Places are consistent with those for listing in the National Register. However, they have been modified to better reflect the history of California at both a local and State level. Criterion 1 is the California Register equivalent of the National Register Criterion A (events), California Register Criterion 2 is the equivalent of National Register Criterion B (persons) and Criterion 3, the California Register equivalent of the National Register Criterion C, addresses the distinctive characteristics of a type, period, region, or method of construction. The property at 811 Monroe Street does not appear to be eligible for the California Register based on Criterion 1. Angus and Kenneth Morrison (Morrison Bros. Contractors and Builders) were prominant, early 20th Century contractors and builders, who constructed government, educational and residential buildings throughout the Santa Clara Valley and as far away as Stockton and Santa Barbara. In 1903, they constructed this home specifically for their parents, John Donald and Mary Cameron Morrison, sisters Sarah and Lola and brother Louis. As the Morrison Brothers were builders significant to the history of the region and they constructed the residence at 811 Monroe Street specifically for their immediate family members, it appears to reach the level of significance necessary to be eligible individually for the California Register of Historic Resources under Criterion 2. The Shingle architectural style is a transitional style for domestic building from 1880-1910 and the Eastern Shingle Cottage (1890-1910), which originated in Northern California's East Bay Area, was the West Coast version of the Shingle style and the genesis of what became known locally as the First Bay Tradition. It is characterized by an A-frame shape with a dominant front-facing gable roof, which is sheathed in shingles, the front and sides of which meet in a perfect seam, with a large pent roof dormer that projects from the side of the prominent gable. Constructed in 1903, the subject building is a fine example of the Eastern Shingle Cottage The property remains as designed with no alterations and the integrity of the residence is intact. Thus, it appears to reach the level of significance necessary to be eligible individually for the California Register under Criterion 3.

City of Santa Clara Criteria for Local Significance

In 2004, The City of Santa Clara adopted Criteria for Local Significance. Under these criteria, "any building, site, or property in the city that is 50 years old or older and meets certain criteria of architectural, cultural, historical, geographical or archaeological significance is potentially eligible," to be a "Qualified Historic Resource." The evaluator finds that the property meets the following criteria:

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Criteria for Historically or Cultural Significance:
To be Historically or culturally significant a property must meet at least one of the following criteria:

1. The site, building or property has character, interest, integrity and reflects the heritage and cultural development of the city, region, state or nation.

This property has character, interest and integrity and reflects the City of Santa Clara's architectural heritage.

3. The property is associated with an important individual or group, who contributed in a significant way to the political, social, and/or cultural life of the community.

This property is directly associated with the Morrison Family, whose family members, contributed in a significant way to the cultural life of the city. Angus and Kenneth Morrison, who built this house, along with being important well-known contractors were both actively involved in several service clubs in Santa Clara, i.e., I.O.O.F., Redmen, Woodmen of the World, Masons etc., groups who themselves contributed in a significant way to the social and cultural life of the community. Kenneth Morrison also was elected to the school board, where he served for several terms and his and Angus' sister, Sarah Morrison, when she was living here in 1909 was the first person to organize the County's graduate nurses.

5. A building's direct association with broad patterns of local area history, including development and settlement patterns, early or important transportation routes or social, political, or economic trends and activities.

At the start of the 20th Century, Santa Clara was entering a period of growth that would see the population rapidly rise and thus the need for additional housing. Prominently located on a corner lot, this building was one of the first two constructed on the newly developed residential lots located on what up to now had been undeveloped land on this quarter of its block. This building was constructed by the well-known master builders, Angus and Kenneth Morrison who built it for their parents and siblings and who constructed many of the substantial homes built in Santa Clara in the last part of the 19th Century and first part of the 20th Century for owners who were people of means with a solid center and traditional values. Built in 1903, this building reflects these types of homes and thus, does have a direct association with the broad patterns of Santa Clara's history and its development patterns.

The subject property does meet Criteria 1, 3. and 5 for Historically or Cultural Significance of the City of Santa Clara Criteria for Local Significance. However, it does not meet Criteria 2, 4 or 6 for Historically or Cultural Significance.

Criteria for Architectural Significance
To be architecturally significant, a property must meet at least one of the following criteria:

1. The property characterizes an architectural style associated with a particular era and/or ethnic group.

The genesis of what became known locally as the First Bay Tradition, the Eastern Single Cottage architectural style originated in Northern California's East Bay Area and was the West Coast version of the Shingle architectural style. Associated with the period from1890 to1910, this style, provided the ideal architectural response to the rising need for affordable housing on narrow deep lots. Constructed in 1903, this house is unaltered and is an excellent example of the Eastern Shingle Cottage architectural style.

2. The property is identified with a particular architect, master builder or craftsman.

This residence was constructed by Morrison Bros. Contractors and Builders, who In 1903 constructed the home for their parents and siblings, who had recently arrived from Canada. Angus and Kenneth Morrison were well-known, master Santa Clara contractors and builders, who in the late 19th and early 20th Century constructed government, educational, commercial and residential structures in Santa Clara, San Jose, Stockton and Santa Barbara, including the Chauncey Goodrich home in Saratoga, which was one of the largest residences ever designed by architect Julia Morgan. Along with the numerous residences that they constructed in Santa

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Clara, they built Fremont grammar school, Washington elementary school, Santa Clara High School, the Telephone Building and in 1913, they constructed the new City Hall on the corner of Franklin and Washington Streets, which stood until it was demolished during Urban Redevelopment.

1. The property is architecturally unique or innovative.

The Eastern Shingle Cottage is an architecturally unique style within the City of Santa Clara. This residence at 811 Monroe Street and the neighboring identical house at 823 Monroe Street are the only two houses in Santa Clara, known to have been constructed in the Eastern Shingle Cottage architectural style. Thus, this property meets this criterion.

5. The property has a visual symbolic meaning or appeal for the community.

Prominently located on a corner lot next to an identically constructed house, both of which are often referred to as the "twin houses," this house with its unusual architectural style provides a strong symbolic and visual appeal for the Santa Clara community.

7. A building's notable or special attributes of an aesthetic or functional nature. These may include massing, proportion, materials, details, fenestration, ornamentation, artwork or functional layout.

The building's dominant wood shingled gable, as a wide as the house itself with the front and the sides of the gable meeting at a perfect seam and a large pent roof dormer-like projection on either side of the roof distinguishes this building as an example of an Eastern Shingle Cottage style residence

The subject property does meet Criteria for Architectural Significance 1,2,3 5 and 7 of the City of Santa Clara Criteria for Local Significance. However, it does not meet Criteria for Architectural Significance 4 or 6.

Criterion C: Geographic significance
To be geographically significant a property must meet at least one of the following criteria:

1. A neighborhood, group or unique area directly associated with broad patterns of local area history.

This property is located in the Santa Clara neighborhood called the Old Quad, which is the original quadrangle surveyed in 1866 and this area encompasses the City of Santa Clara's early development history.

2. A building's continuity and compatibility with adjacent buildings and/or visual contribution to a group of similar buildings.

Most of the homes on this immediate area were constructed in the last decade of the 19th and first decade of the 20th Century, accounting for the compatibility of the building styles in the neighborhood. The home at 811 Monroe Street, constructed in 1903, in an architectural style reflective of that period, is compatible to the neighboring residential structures. It is representative of the development of the Old Quad during this period and important to the integrity of the historic area in which it is located.

The subject property does meet both 1 and 2 of the Criteria for Geographic Significance of the City of Santa Clara Criteria for Local Significance.

Criteria for Archaeological Significance:

As the property at 811 Monroe Street is not known to contain any known or unknown prehistoric or historic archaeological resources, it would not be Archaeologically Significant under any of the five of the City of Santa Clara's Criteria for Archaeological Resources.

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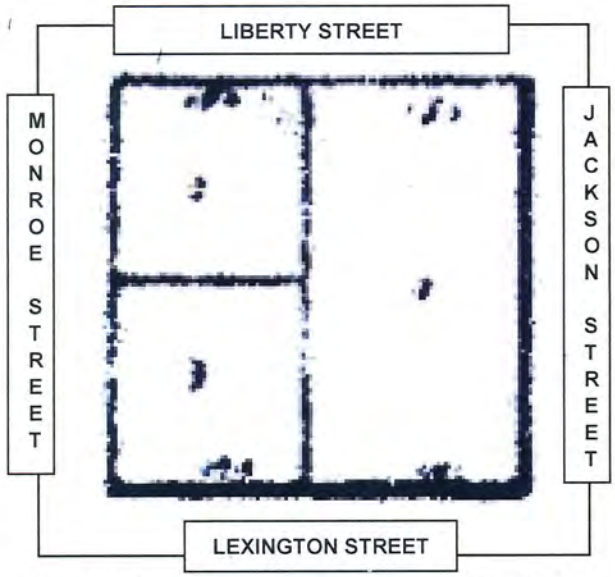
However, should any prehistoric or historic archaeological resources be uncovered in the future, this would be subject to change.

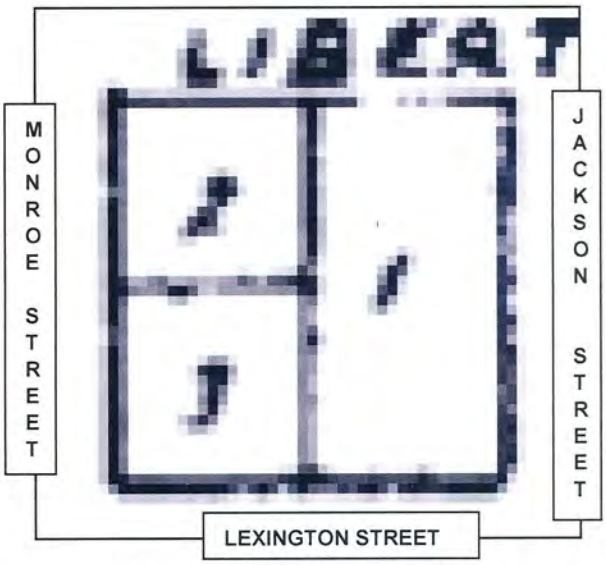
Conclusions and Recommendations

Currently, this property is on The City of Santa Clara Architecturally or Historically Significant Properties list. In this update of the July, 1981 Historic Resources Inventory for the City of Santa Clara, the evaluator finds 811 Monroe Street to be a excellent example of the Eastern Shingle Cottage/First Bay Tradition variety of the Shingle architectural style and, as it has not undergone alteration since the time of its construction, to retain sufficient integrity to qualify as a historic property. It appears to continue to be, based on compliance with the National Register of Historic Places Criteria, the California Register of Historic Resources Criteria and the City of Santa Clara's Local Significance Criteria, eligible for listing on the City of Santa Clara Architecturally or Historically Significant Properties List.

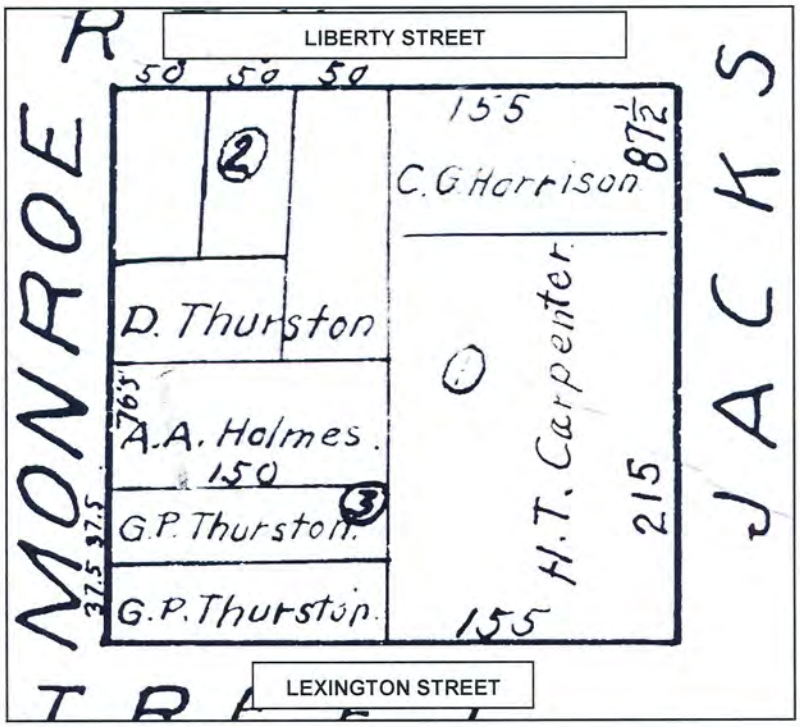
HISTORIC MAPS



1866 J.J. Bowen Survey of the Town of Santa Clara



Plat of Santa Clara circa 1873-75

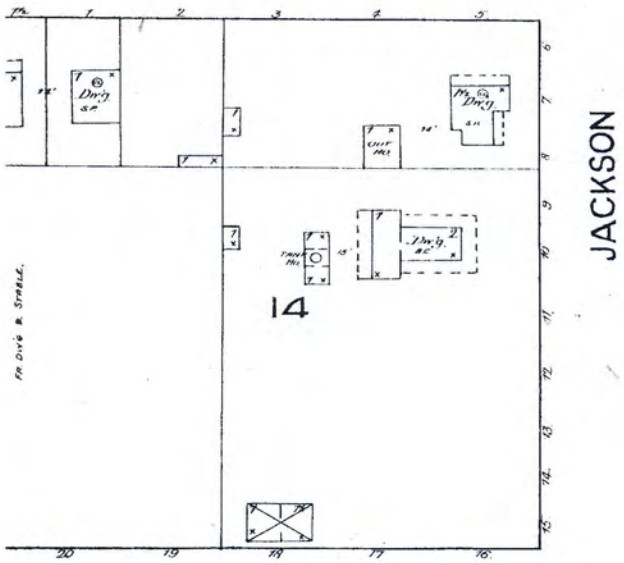


1893 C.E. Moore Map of the Town of Santa Clara

NOTE: LIBERTY STREET was later renamed HOMESTEAD ROAD.

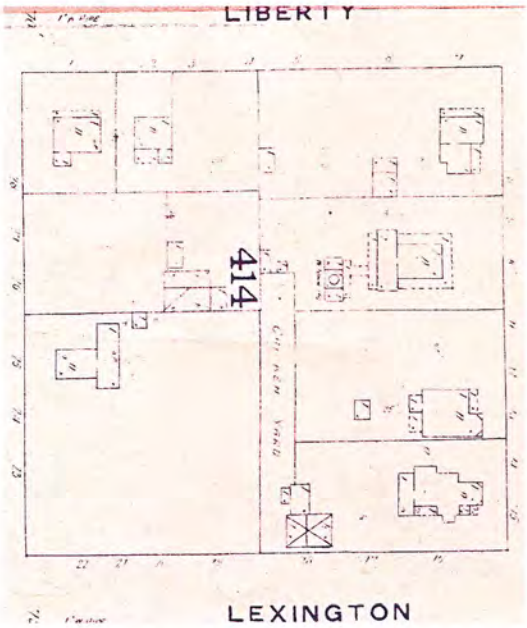
SANBORN FIRE INSURANCE MAPS

April 1887 SANBORN MAP (Partial)

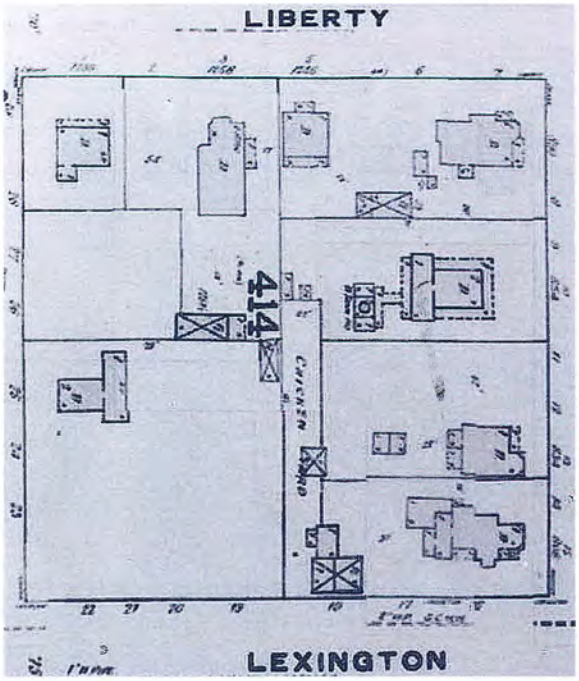


Writing in open space reads: FR. DW'G & STABLE

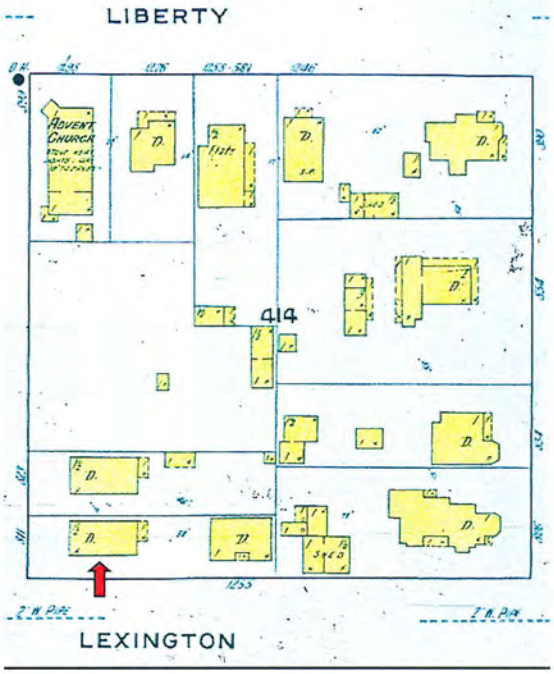
1892 SANBORN MAP



1901 SANBORN MAP



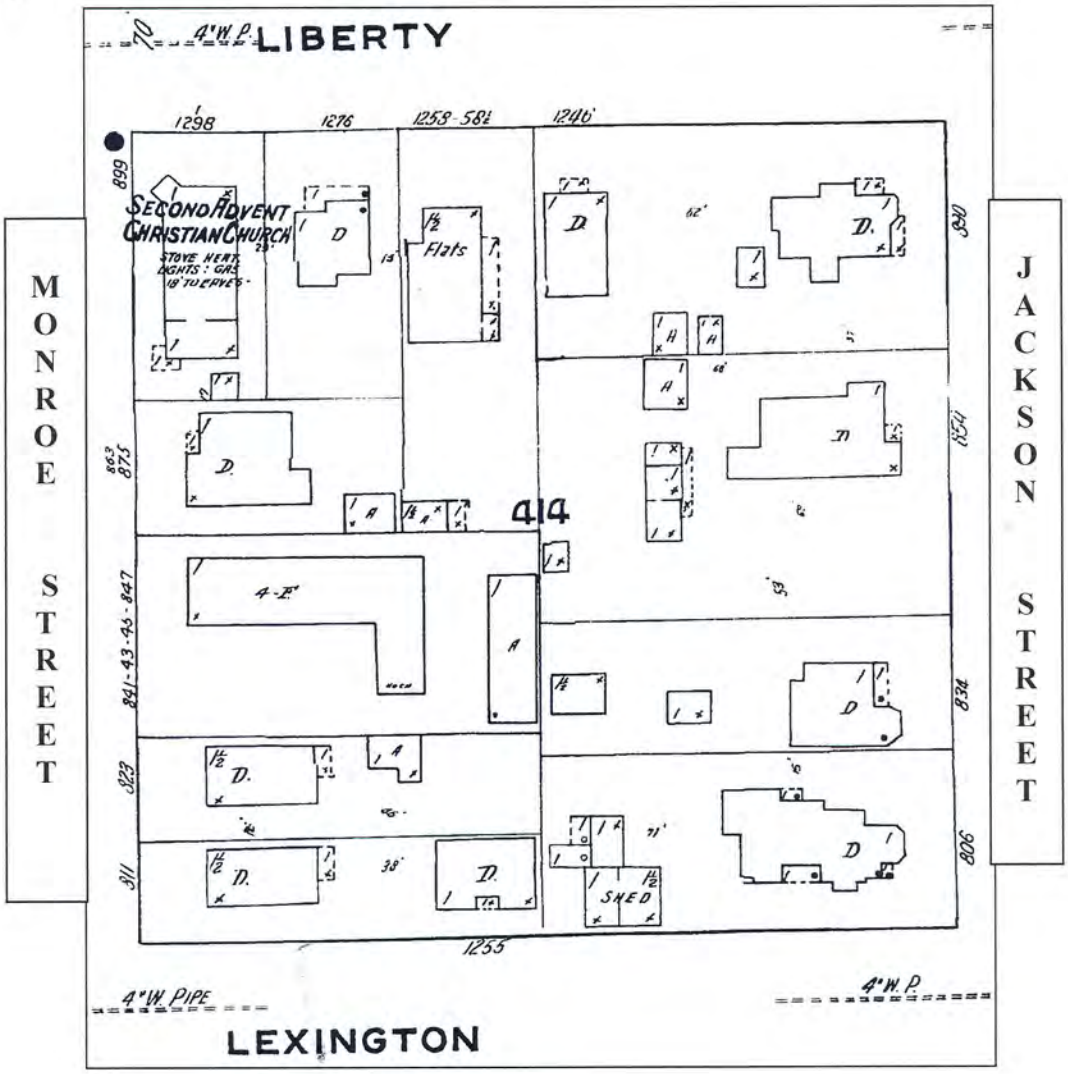
1915 SANBORN MAP

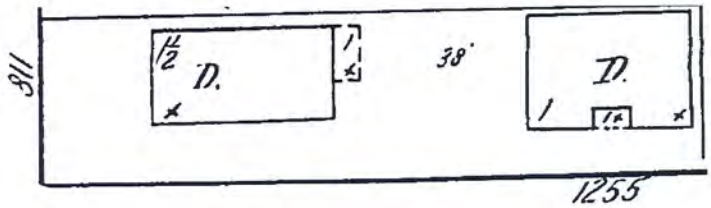


Note: ↑ indicates 811 Monroe Street

SANBORN FIRE INSURANCE MAPS
Continued

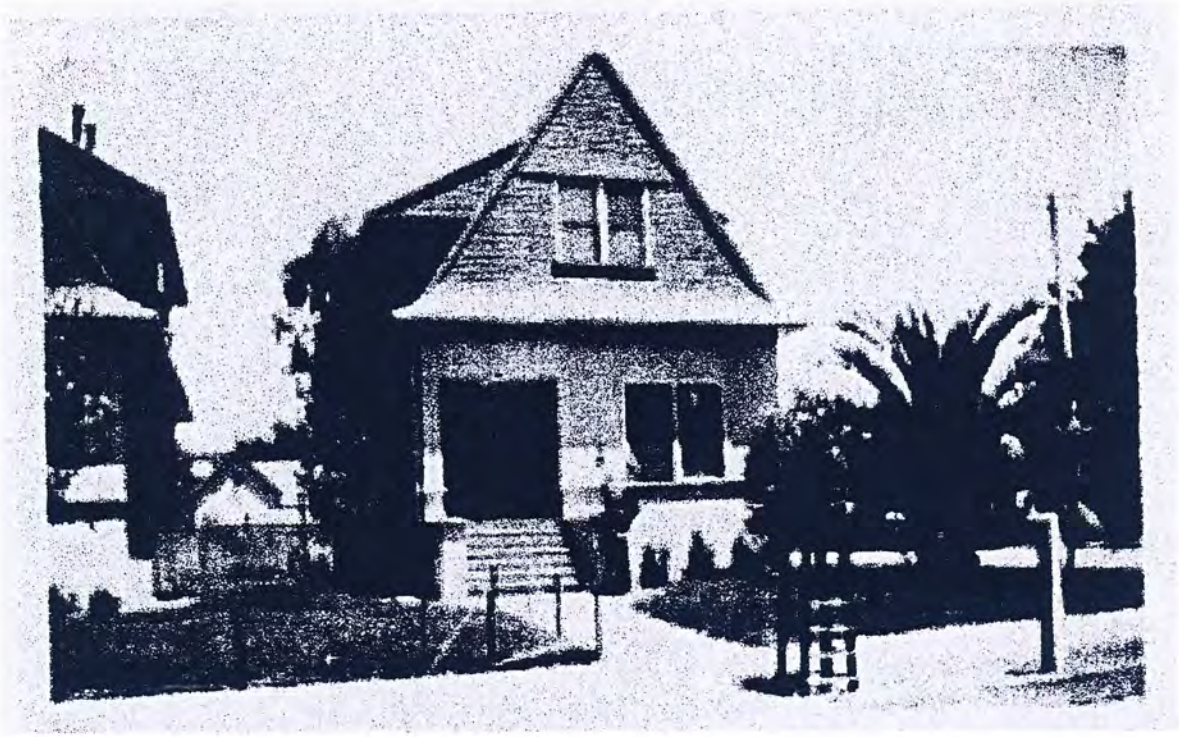
1950 SANBORN MAP



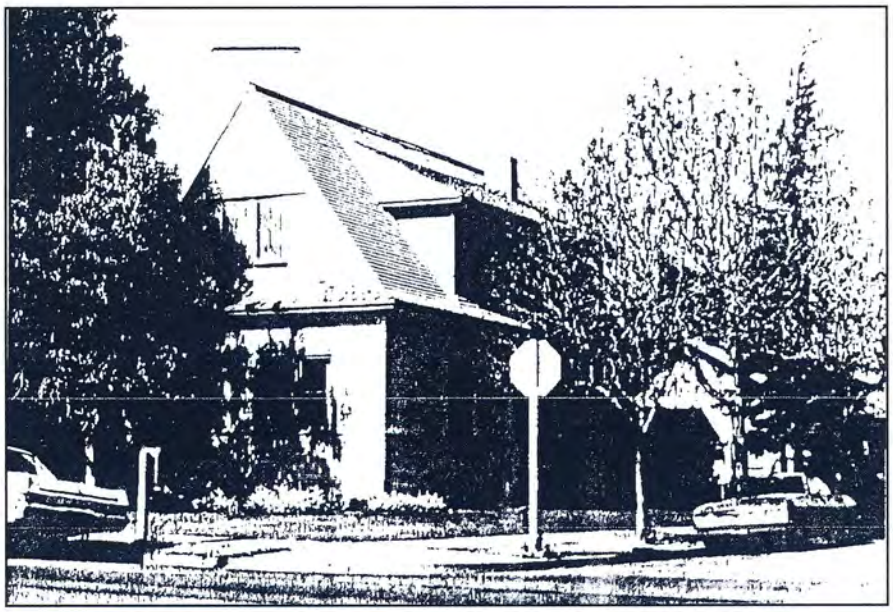


NOTE: By 1950, the property with both 811 Monroe St. and 1255 Lexington St. had not yet been split into 2 lots.

HISTORIC PHOTOS – 811 Monroe Street



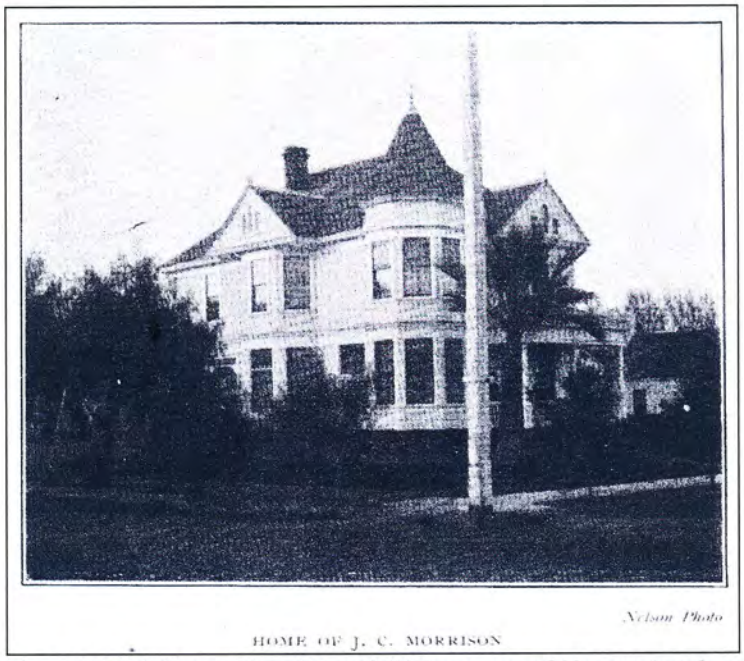
Taken in 1903-4, the above photo shows 811 Monroe Street, shortly after it was constructed.



Taken from the corner of Monroe & Lexington Streets, this photo shows 811 Monroe Street in Spring 1979.

HISTORIC PHOTOS and Information – MORRISON FAMILY

1899 - L. to R. Kenneth, Norman, Angus, Sarah and John Cameron Morrison. Pictured on the front porch of John Cameron Morrison's house.



J. C. Morrison's house at 1391 Homestead Road (NE corner of Homestead and Monroe Streets.)

HISTORIC PHOTOS and Information – MORRISON FAMILY continued

Mary Cameron Morrison

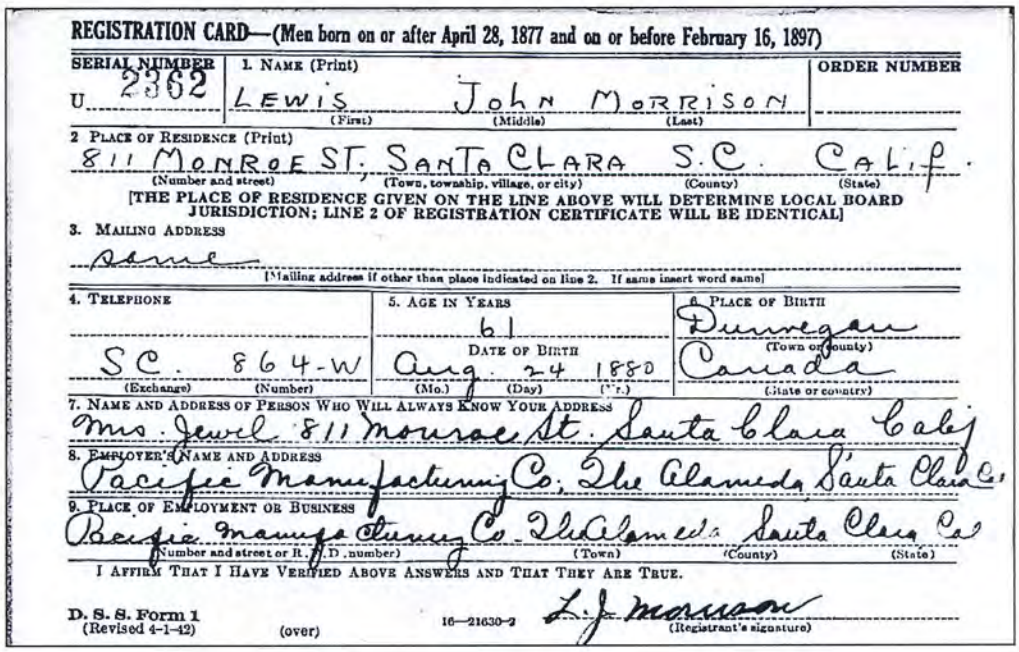
John Donald Morrison

Sarah Morrison

Left: Flora Mary (Lolla) Morrison

Below:
Anna Catherine Morrison Wallace (in 1945)

HISTORIC PHOTOS and Information – MORRISON FAMILY continued



REGISTRATION CARD—(Men born on or after April 28, 1877 and on or before February 16, 1897)

SERIAL NUMBER U 2362 | 1. NAME (Print) LEWIS (First) JOHN (Middle) MORRISON (Last) | ORDER NUMBER

2 PLACE OF RESIDENCE (Print) 811 MONROE ST. (Number and street) SANTA CLARA (Town, township, village, or city) S.C. (County) CALIF. (State)

[THE PLACE OF RESIDENCE GIVEN ON THE LINE ABOVE WILL DETERMINE LOCAL BOARD JURISDICTION; LINE 2 OF REGISTRATION CERTIFICATE WILL BE IDENTICAL]

3. MAILING ADDRESS same [Mailing address if other than place indicated on line 2. If same insert word same]

4. TELEPHONE SC. (Exchange) 864-W (Number)

5. AGE IN YEARS 61 DATE OF BIRTH Aug. (Mo.) 24 (Day) 1880 (Yr.)

6. PLACE OF BIRTH Dunnegan (Town or county) Canada (State or country)

7. NAME AND ADDRESS OF PERSON WHO WILL ALWAYS KNOW YOUR ADDRESS Mrs. Jewel 811 Monroe St. Santa Clara Calif

8. EMPLOYER'S NAME AND ADDRESS Pacific Manufacturing Co. The Alameda Santa Clara Co.

9. PLACE OF EMPLOYMENT OR BUSINESS Pacific Manufacturing Co. The Alameda (Number and street or R.F.D. number) Santa Clara (Town) Co. (County) Cal (State)

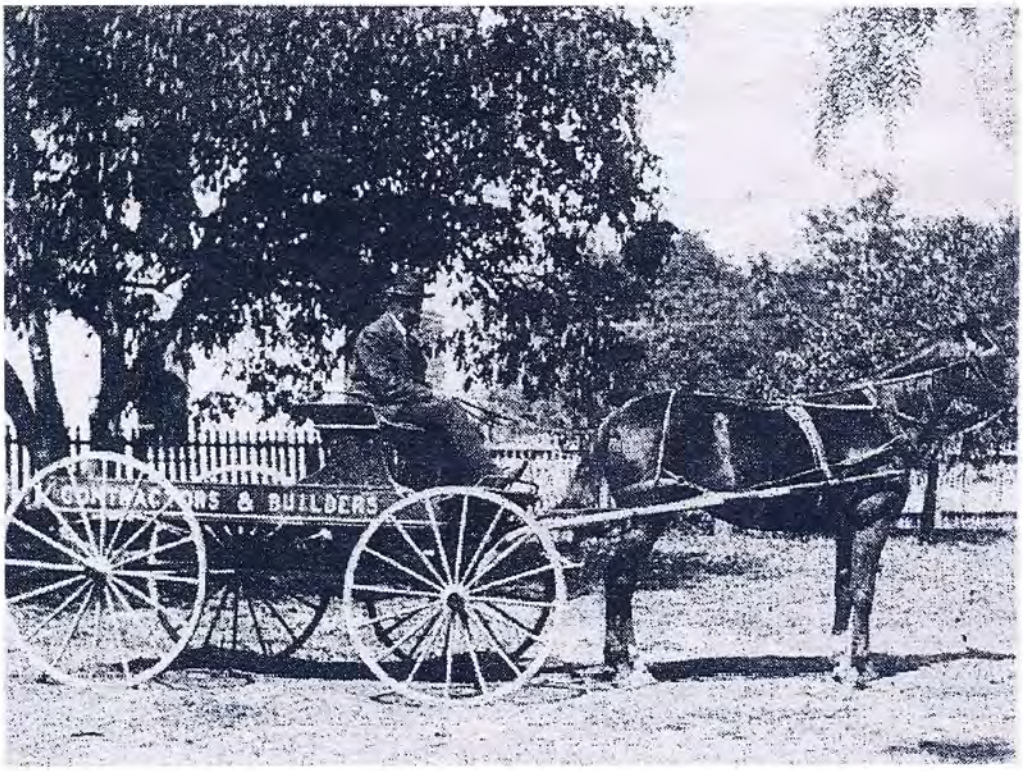
I AFFIRM THAT I HAVE VERIFIED ABOVE ANSWERS AND THAT THEY ARE TRUE.

D. S. S. Form 1 (Revised 4-1-42) (over) 16—21630-2 L. J. Morrison (Registrant's signature)

Lewis (Louis) J. Morrison's WWII Draft Registration Card

Louis Morrison's first name was alternately spelled Louis or Lewis on both family and legal documents, here he uses Lewis and when he registered for the Draft in WWII, he gave his birthdate as August 24, 1880 when he actually was born on August 24, 1884, making him 57 at the time of his registration instead of 61. Note how he gives 811 Monroe Street in Santa Clara both as his place of residence and for his mailing address, when he actually lived with his wife, Hazel, at 1315 Magnolia Street in San Jose and his card shows that the person in his life that he appears to have been closest to was his sister, Sarah, as he give Mrs. Jewel [sic] as the person "who will always know" his address.

HISTORIC PHOTOS and Information – MORRISON BROTHERS, CONTRACTORS & BUILDERS



Morrison Brothers wagon and horse near the turn of the Century. Angus Morrison on wagon.

Morrison Bros., Contractors and Builders.

It needs but little argument to point out the importance of the carpenter and builder, for it may be fairly asked what member of the community does it not concern.

Among the leading and most prominent contractors and builders of this section who give special attention to building dwellings, business houses and public buildings are Messrs. Morrison Bros. who are practical mechanics of years experience, and many of the handsomest dwellings of our city stand as evidence of their skill. They can furnish plans, specifications and estimates when required for buildings of every description, and are thoroughly prepared in whatever is wanted in their line. All work is done substantially and finished in the best style, stair building, office fitting and general jobbing are given prompt attention and they are always ready to receive orders or make contracts for all kinds of work in these lines, including wood, brick or stone, and parties entrusting work to them are sure of receiving efficient service. Morrison Bros. are enterprising and trustworthy in all transactions and take an interest in all public matters for the good of our city and the up-building of trade in this section.

Description from the 1904 booklet, "*Progessive Santa Clara.*"

Additional Photos

2023 Aerial photo showing the "Twin" houses. Top house is 823 Monroe Street. Bottom house, at the corner of Monroe and Lexington Streets, is 811 Monroe St.

2023 Street view showing 823 Monroe Street (left) and 811 Monroe Street (right).

Additional Photos

Photo No: 100_3233
View: Front Façade
Photo Date: 8/18/2023; Camera Facing: E

Photo No: 100_3227
View: North side-elevation and front façade
Photo Date: 8/18/2023; Camera Facing: SE

Photo No: 100_3252
View: South side-elevation and partial rear façade
Photo Date: 8/18/2023; Camera Facing: WNW

Additional Photos - Rear Gable and Sun Porch

Photo No: 100_3263
View: Rear Façade showing rear gable
Photo Date: 8/18/2023; Camera Facing: W

Photo No: 100_3253
View: Rear Façade showing sun porch, rear entry & basement entry
Photo Date: 8/18/2023; Camera Facing: W

Photo No: 100_3266
View: Sun porch rear windows
Photo Date: 8/18/2023; Camera Facing: W

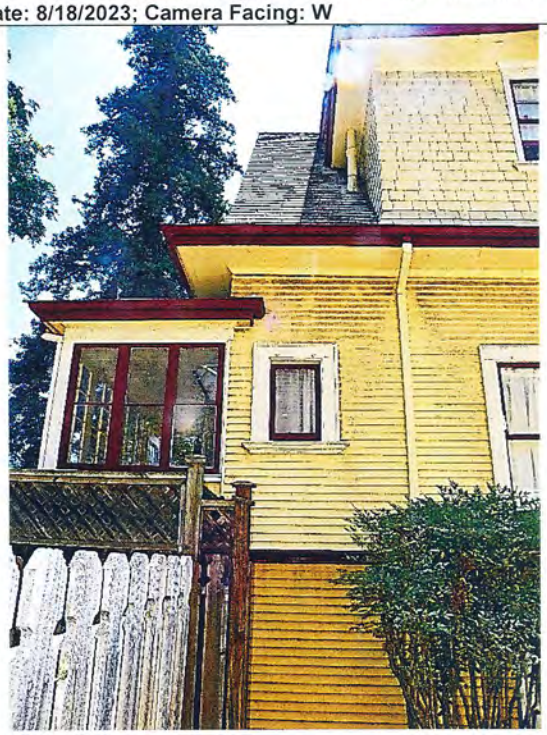


Photo No: 100_3294
View: Rear of North side-elevation showing sun porch projection
Photo Date: 8/18/2023; Camera Facing: SSE

Additional Photos – Front Porch

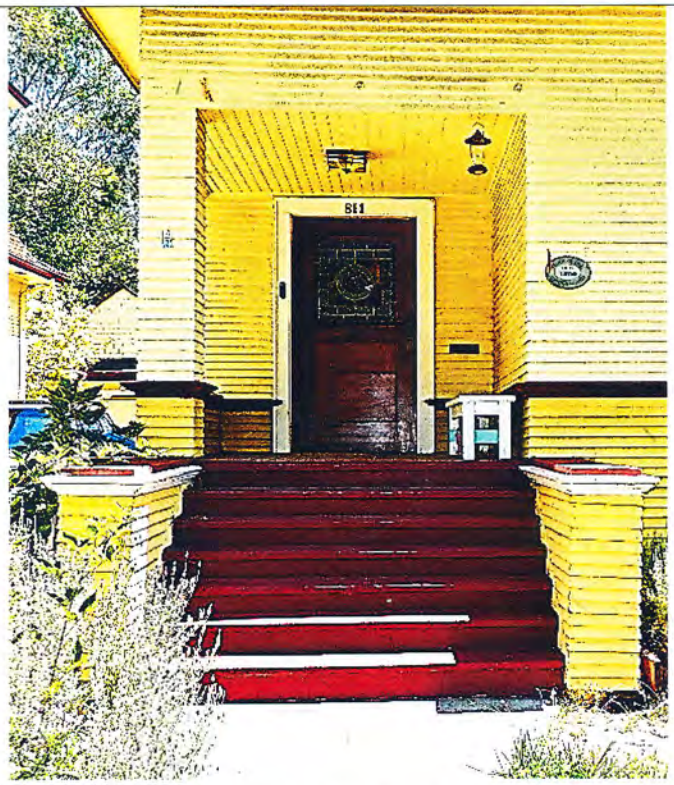


Photo No: 100_3235
View: Front Porch, showing entry steps and stoops
Photo Date: 8/18/2023; Camera Facing: E

Photo No: 100_3237
View: Front porch view of open side, support column & knee wall
Photo Date: 8/18/2023; Camera Facing: NE

Photo No: 100_3242
View: Front porch beadboard ceiling & narrow veritical wall sheathing
Photo Date: 8/18/2023; Camera Facing: E

Photo No: 100_3239
View: Front porch showing wide wood floor planks
Photo Date: 8/18/2023; Camera Facing: N

Additional Photos – Windows

Photo No: 100_3286
View: Front Gable face windows showing the row of shingles & sawtooth shingles that curve over it.
Photo Date: 8/18/2023; Camera Facing: E

Photo No: 100_3244
View: Front façade's first story pair of wondows with back-banded trim abbutting water table molding.
Photo Date: 8/18/2023; Camera Facing: E

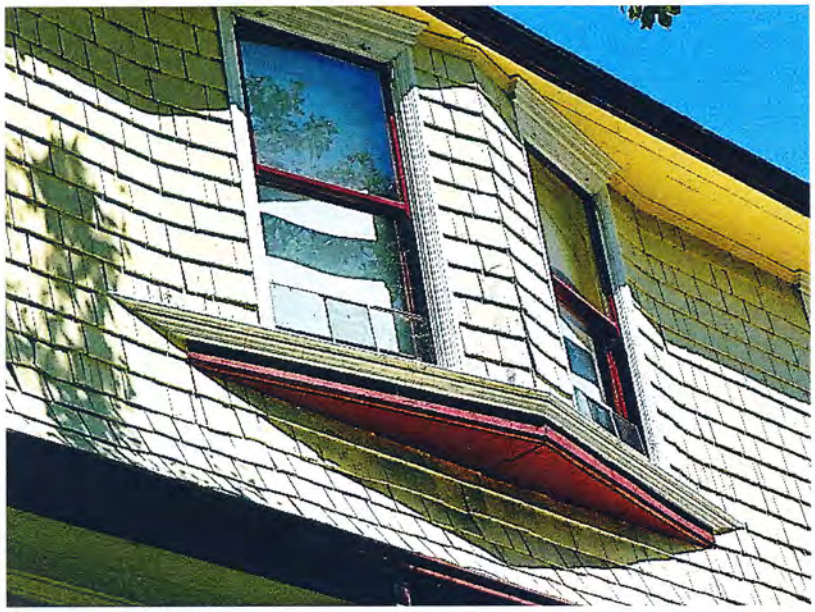


Photo No: 100_3249
View: S side-elevation Dormer - Triangulat Bay showing windows topped with an Architrave.
Photo Date: 8/18/2023; Camera Facing: N

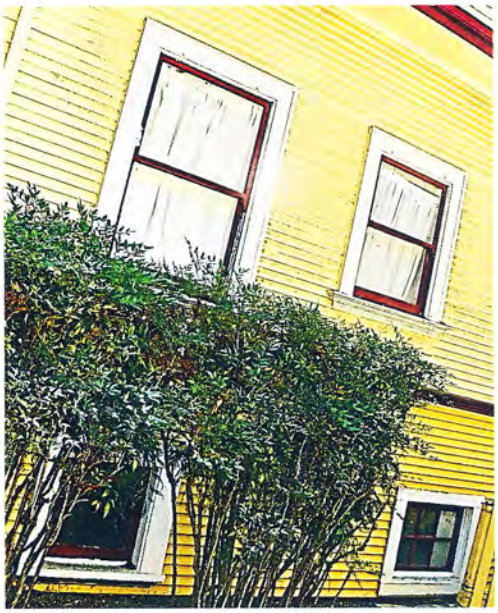


Photo No: 100_3293
View: Typicsl N side-elevation windows set into first story and basement windows
Photo Date: 8/18/2023; Camera Facing: S

Additional Photos – Doors and Garage

Photo No: 100_3240
View: Front Door with back-banded door trim
Photo Date: 8/18/2023; Camera Facing: E

Photo No: 100_3268
View: Rear Door
Photo Date: 8/18/2023; Camera Facing: E

Photo No: 100_3255
View: Barage – Front Façade and brick driveway
Photo Date: 8/18/2023; Camera Facing: NNW

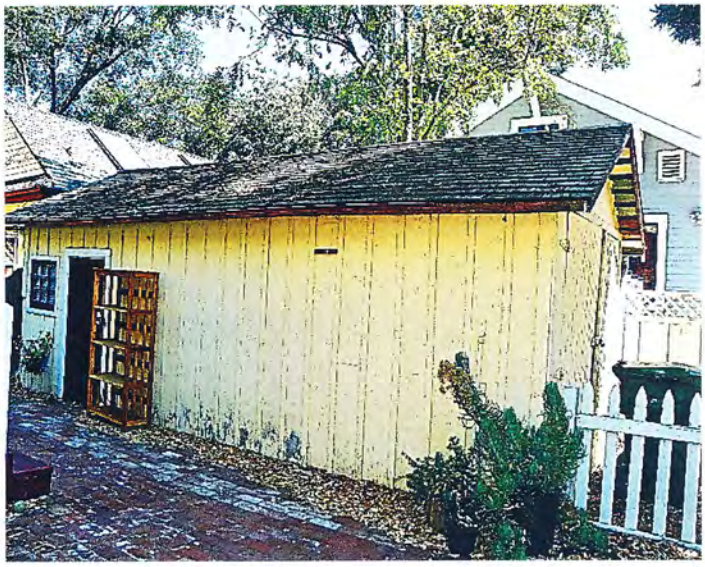


Photo No: 100_3259
View: Garage - W side-elevation
Photo Date: 8/18/2023; Camera Facing: NE

Secretary of Interior's Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Mills Act 10 Year Plan (811 Monroe)

Daniel and Stacey Kirstein

811 Monroe Street, Santa Clara

CA 95050

To whom it may concern,

The following is in reference to our 2024 Mills Act application for 811 Monroe Street, Santa Clara, CA 95050. As a part of our application we have prepared the following 10-year plan that describes the preservation/restoration efforts we plan to undertake for the Property while protected under the Mills Act. We have tried to be as precise as possible utilizing our current knowledge of funding availability, timing and market pricing (ranged). We have also excluded internal projects at this time and are available to answer questions.

Thank you,

Daniel and Stacey Kirstein

10 Year Plan for 811 Monroe Street, Santa Clara

Assuming start of Mills Act Contract in 2025

Planned Item	Timing - approx	Cost – approx.	Description
Window refurbishment	2025 through 2028 then ongoing maintenance	**$7,500 to $10,000** $500 – 750 per window pane (10) + mudroom windows (est $2,500)	Continuing efforts to refurbish existing wood windows including – stripping, repairing (as needed), glazing, painting and installing (repairing weights as needed). Basement Windows are included
House Painting	2025 or 2026	**$20,000 to $25,000**	Repairing paint/wood and repainting. This includes the separate carriage house.
Re-roofing	2026 through 2030	**$20,000 to $30,000**	We will likely re-roof in segments over several years (though may elect to re-roof all in one go). Will try keep wood shingles if available and cost within range, otherwise we plan to re-roof with composite shingles
Repairing outside fencing and painting	2025 and ongoing	**Up to $7,500**	Several posts are starting to fail and will need to be replaced/repaired. The fence will also require ongoing painting

Mills Act 10 Year Plan (811 Monroe)

			We also plan to replace the side yard fencing (Lexington street side) to match the front yard
Exterior stairs repair and basement hatch	2027 to 2029	**Up to $5,000**	The rear exterior stairs and basement hatch are starting to show significant wear and will likely need repair in the next 5-10 years
Exterior Wood repair	2025 and as needed	**$2,500 to $5,000**	There are several areas, particularly around the back of the house, that require refurbishment. We plan to refurbish these areas with period appropriate wood work. This work would occur around the time of house painting
	Total Estimate	**$62,500 to $82,500**	

24-927 Agenda Date: 10/3/2024

REPORT TO HISTORICAL AND LANDMARKS COMMISSION

SUBJECT

Consideration of a Historical Preservation Agreement (Mills Act Contract) (File No. PLN24-00431) for 811 Monroe Street

BACKGROUND

Property owners Daniel and Stacey Kristein filed a Historical Preservation Agreement (Mills Act Contract) (File No. PLN24-00431) request for the property located at 811 Monroe Street. Enacted in 1972, the California Mills Act legislation grants participating local governments the authority to enter into contracts with owners of qualified historic properties who actively participate in the restoration and maintenance of their historic properties while receiving property tax relief. Santa Clara participates in the Mills Act Program. A requirement of the Mills Act Contract is that the building must be a qualified structure, listed on either a local, State, or National register. The subject site is currently listed on the City's Historic Resource Inventory (HRI).

The subject property is an approximate 3,484 square-foot lot located midblock on the corner of Monroe Street and Lexington Street. Constructed in 1903, the existing residence on the property is a 1,642 square-foot house designed in a local interpretation of the Eastern Shingle Cottage/First Bay Tradition variety of the Shingle architectural style. The house fronts roughly west onto Monroe Street and is set back from both streets, allowing for a surrounding open cultivated area with lawn and mature shrubbery on the west and south sides of the property. The property has a small, gable roofed, one-car garage that faces Lexington Street

The property owners submitted the requisite application, including an updated historic survey (Department of Parks and Recreation DPR 523A Form) of the property, a Statement of Justification for the request, and a 10-Year Restoration and Maintenance Plan for evaluation of the proposed workplan to restore, rehabilitate, and maintain the property.

The Historical and Landmarks Commission (HLC) provides Mills Act Contract recommendations to the City Council for their final determination. Approved contracts are executed between the City and the property owner and recorded with the County for a minimum ten-year term. Contracts are automatically renewed each year and are transferred to new owners when the property is sold.

If approved, this would be the fifth Mills Act Contract for this calendar year, where only 10 are permitted to be approved.

DISCUSSION

The Mills Act Program allows a qualified property owner to receive a potential property tax reduction and use that savings to assist in offsetting the costs to rehabilitate, restore, and maintain their property. To qualify for the program, the property and/or building must be listed on either a local,

State, or National register. The property owner must also have a plan to restore and rehabilitate the property.

A DPR 523A Form was prepared by Lorie Garcia of Beyond Buildings on September 14, 2023, assessing the historical significance of the property based on National and State (California) Register criteria and the City's local criteria for significance. The evaluator found the structure at 811 Monroe to be in overall good condition and appears to have had minimal to no external alteration since its construction in 1903. The evaluator concluded that the property continues to retain enough of its historic character and appearance to be recognizable as a historic resource and to convey the reason for its significance as a Historically Significant Property on the City's HRI.

The property owners submitted a Statement of Justification and 10-Year Plan for restoration and maintenance of the property. The Restoration and Maintenance Plan includes refurbishing existing wood windows, repairing paint/wood, replacing roof in phases or in its entirety (if budget allows) with wood shingles, refurbishing fencing, maintaining of exterior stairs and basement hatch, and refurbishing woodwork around house. The property owners will obtain Significant Property Alteration permits for the work described in the Restoration and Maintenance Plan as required by the Historic Preservation Ordinance.

Staff finds that the work proposed in the 10-Year Restoration and Maintenance Plan adheres to the Secretary of the Interior's Standards for Rehabilitation. The proposed improvements, and the owner's statement of justification, support the preservation, protection, and maintenance of a locally designated significant structure.

ENVIRONMENTAL REVIEW

The Mills Act Program is exempt from CEQA environmental review requirements per CEQA Section 15061(b) (3). The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

PUBLIC CONTACT

No public notice is required for a Mills Act Contract and no public inquiries have been made regarding the project.

RECOMMENDATION

Staff recommends that the Historical and Landmarks Commission determine the project to be exempt from CEQA pursuant to CEQA Section 1561(b)(3) and find that the Mills Act Application and associated 10-Year Plan for restoration and maintenance accomplish the intent of preserving and maintaining the historical significance of the property; and therefore, recommend City Council approval of a Mills Act Contract, and the adoption of a 10-Year Restoration and Maintenance Plan associated with the Historical Preservation Agreement for the property located at 811 Monroe Street.

Prepared by: Daniel Sobczak, Associate Planner
Reviewed by: Sheldon Ah Sing, Development Review Officer
Approved by: Lesley Xavier, Planning Manager

ATTACHMENTS

1. Legal Property Description
2. Historic Survey (DPR 523A Form)
3. Secretary of Interior Standards for Rehabilitation
4. Statement of Justification
5. 10-Year Restoration and Maintenance Plan
6. Draft Historic Property Preservation Agreement (Mills Act Contract)

Mills Act 10 Year Plan (811 Monroe)

Daniel and Stacey Kirstein

811 Monroe Street, Santa Clara

CA 95050

August, 2024

To whom it may concern,

The following is in reference to our 2024 Mills Act application for 811 Monroe Street, Santa Clara, CA 95050. As a part of our application we have prepared the following justification for why we believe our property at 811 Monroe should qualify for the Mills Act.

1. The property, is already deemed historic by the City of Santa Clara and is currently included on The City of Santa Clara Architecturally or Historically Significant Properties list
    a. the property will also be included this year (2024) on the Old Quad Historic Homes Tour
2. The property is largely intact and unmodified from its initial construction
3. The property could benefit from further repairs and maintenance which the Mills Act will help enable over the next 10 years (see detailed work plan in accompanying attachment)
4. The current owners (Daniel and Stacey Kirstein) are committed to ensuring that this property continues to be a shining example of a historic home in Santa Clara and have previously worked to ensure the upkeep of the property over our ~8 years of ownership
5. The property's sister house (at 823 Monroe), connected via common builders and family history (the Morrison family who were important members of early Santa Clara society) has already qualified for the Mills Act and is currently enrolled
6. The City of Santa Clara ensures that a historic property, tightly connected to 823 Monroe and the history of Santa Clara remains intact and part of the City's historic fabric

Furthermore as the property is assessed for the Mills Act, we believe that the property qualifies for City of Santa Clara Criteria for Local Significance. While the included DPR report provides more details we feel it pertinent to highlight the following:

- This property is directly associated with the Morison Family, whose family members, contributed in a significant way to the cultural life of the city. Angus and Kenneth Morrison, who built this house, along with being important well-known contractors were both actively involved in several service clubs in Santa Clara
    - In addition to building numerous residences, Morrison Bros built the Fremont grammar school, Washington elementary school, Santa Clara High School, the Telephone Building and in 1911, they constructed the new City Hall on the corner of Franklin and Washington Streets, which stood until it was demolished during Urban Redevelopment.
- The Eastern Shingle Cottage is an architecturally unique style within the City of Santa Clara. This residence at 811 Monroe Street and the neighboring identical house at 823 Monroe Street are the only two houses in Santa Clara, known to have been constructed in the Eastern Shingle Cottage architectural style.

Mills Act 10 Year Plan (811 Monroe)

- Prominently located on a comer lot next to an identically constructed house (823 Monroe), both of which are often referred to as the "twin houses," this property with its unusual architectural style provides a strong symbolic and visual appeal for the Santa Clara community.

In conclusion, we believe that due to the property's strong ties to the history of Santa Clara, its association with a prominent and important family, its connection to 823 Monroe and that the property is largely intact and unmodified from its original construction ~125 years ago, the property would be an excellent candidate for the Mills Act. We appreciate your time and review of our application and are available to answer any questions that may arise.

Thank you,

Daniel and Stacey Kirstein

24-1067 Agenda Date: 11/19/2024

REPORT TO COUNCIL

SUBJECT
Action on Authorizing the City Manager to Negotiate and Execute Amendment No. 1 to the Substation Agreement with Vantage Data Centers CA31, LLC for the Bowers Avenue Junction Substation

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
On September 27, 2022, City Council approved a Substation Agreement with Vantage Data Centers CA31, LLC (Vantage) for the Bowers Avenue Junction (BAJ) Substation (RTC 22-1061). Under the BAJ Substation Agreement ("Agreement" - Attachment 1) executed on October 12, 2022, Vantage constructed, at its own expense, BAJ Substation with a capacity of 99 megavolt-amps (MVA) to serve its data center. Costs incurred by SVP related to the design, procurement, construction, inspection, and testing associated with BAJ were paid in full by Vantage as required by the Agreement. The construction of BAJ is complete and Vantage is working on commissioning their facility.

DISCUSSION
The Agreement included Exhibit E (Available Capacity Schedule) and Exhibit G (Vantage Portfolio Operating Limit). Exhibit E details the load ramp and required payments for activities associated with the BAJ Substation. Exhibit G contains the load ramp at four Vantage Data Center locations. Vantage has requested a modification to Exhibit G to modify the load ramp by location without changing the total load of 192.5 MW for the four sites. Staff reviewed the proposal and is supportive of it as it maintains the total load and does not affect any of the California Independent System Operator (CAISO) transmission modeling and commitments. It also better utilizes SVP's 60kV transmission loop system.

ENVIRONMENTAL REVIEW
The California Energy Commission (CEC) prepared and adopted an Environmental Impact Report (EIR) for the Vantage Data Centers CA31, LLC (Bowers Avenue Junction Substation) data center project in accordance with the California Environmental Quality Act (CEQA). On August 17, 2022, the City of Santa Clara Development Review Committee accepted the EIR, adopted the mitigation monitoring and reporting program, and approved the architectural review.

No additional environmental review is required by the proposed amendment.

FISCAL IMPACT
There are no fiscal changes with the proposed amendment.

COORDINATION
This report has been coordinated with the Finance Department and the City Attorney's Office.

PUBLIC CONTACT
Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION
1. Authorize the City Manager or designee to negotiate and execute Amendment No. 1 to the Substation Agreement with Vantage Data Centers CA31, LLC for the Bowers Avenue Junction Substation on the terms presented, subject to the review and approval as to form by the City Attorney; and

2. Authorize the City Manager or designee to take any actions as necessary to implement and administer the Agreement and to negotiate and execute amendments to the Agreement to make any additional modifications that do not result in increased costs or total capacity exceeding 192.5 MVA, subject to review and approval as to form by the City Attorney.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS
1. Substation Agreement with Vantage Data Centers CA31, LLC
2. Proposed Amendment No. 1 to the Substation Agreement with Vantage Data Centers CA31, LLC

SUBSTATION AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
Vantage Data Centers CA31, LLC

PREAMBLE

This Substation Agreement ("Agreement") is made and entered into on the date last signed by the Parties ("Effective Date") by and between the City of Santa Clara, California, a chartered California municipal corporation ("City") and Vantage Data Centers CA31, LLC (a Delaware limited liability company), with its principal place of business located at 2820 Northwestern Parkway Santa Clara, CA 95050 ("Customer"), The City and Customer may be referred to in this Agreement individually as a "Party" or collectively as the "Parties".

RECITALS

A. The City of Santa Clara owns and operates an electric utility, doing business as Silicon Valley Power ("SVP"), and currently provides electric service pursuant to standard electric rate schedules authorized by the City Council of the City of Santa Clara to Customer at 2590 Walsh Avenue, (parcel number 216-28-112), in the City of Santa Clara, California including all services addresses ("Premises"), which is shown on Exhibit A – Parcel Map attached hereto and incorporated into this Agreement by reference;

B. Customer has requested that the City provide 99 MVA of total capacity ("Total Capacity") to meet Customer's anticipated operating needs;

C. City has determined that a new single customer electric substation is required to be built to meet Total Capacity. The proposed new substation with a Total Capacity of 99 MVA will be known as the Bowers Avenue Junction (BAJ) and is shown as the area and equipment marked as the Substation Facilities on Exhibit C – Substation Plan attached hereto and incorporated into this Agreement by reference ("Substation Facilities");

D. City has determined that the Substation Facilities as depicted on Exhibit C require new 60kV transmission line extensions ("Transmission Facilities") to connect the Substation Facilities to SVP's electrical system;

E. The Parties acknowledge that significant System Capacity Improvement Facilities as defined in this Agreement will be required to provide the Total Capacity;

F. The Parties further acknowledge that improvements required to increase system capacity are not fully within their control and factors outside of the control of either Party may impact the Customer's Available Capacity Schedule outlined in Exhibit E – Available Capacity Schedule attached hereto and incorporated into this Agreement by reference;

G. In addition to significant System Capacity Improvement Facilities, capacity available

to the City's customers is subject to a Transmission Planning Process (TPP) with the California Independent System Operator (CAISO) and this process may affect Available Capacity Schedule;

H. SVP will use commercially reasonable efforts to provide the Customer with capacity according to the Available Capacity Schedule in Exhibit E;

I. The Project (defined below) is subject to capacity operation limits set forth in Exhibit G which the Parties mutually agreed to place on the Premises and other properties as memorialized in Exhibit G1.

J. The purpose of this Agreement is to set forth the mutual obligations of the Parties with respect to supplying Customer with initial interim electric power and then with ongoing capacity and transmission infrastructure for the Premises.

Therefore, in consideration of the foregoing, the Parties agree as follows:

AGREEMENT PROVISIONS

I. DEFINITIONS

A. "Capacity" is the maximum or peak amount of electric power (electricity) that may be received by Customer for use at a specific point in time and is determined by Transmission System Operating Limits

1. "Available Capacity" is the Capacity depicted in Exhibit E and is the maximum Capacity available to be used by the Customer during each year of each Load Phase.
2. "Available Capacity Schedule" the phased schedule by which the City anticipates Capacity requested by Customer will be available. The Available Capacity Schedule is outlined in Exhibit E.
3. "Interim Capacity" is the Capacity available from SVP's 12 kV distribution feeders prior to operation of the Substation Facilities and as further defined in Section II.D.
4. "Cumulative Paid Capacity" is the Capacity for which Customer has paid Load Development Fees. Cumulative Paid Capacity is greater than or equal to Available Capacity as set forth in Exhibit E.
5. "Total Capacity" is the Customer requested maximum MVA capacity and cannot exceed 99 MVA. While the Substation Facilities and Transmission Facilities will be designed to meet Total Capacity, the maximum Capacity available to Customer is Available Capacity for each Load Phase.

B. "Electric Service" is defined in SVP Rules and Regulations No. 1C – Definitions.

C. "Estimated Duration" in Exhibit D – Project Schedule and Costs attached hereto and incorporated into this Agreement by reference is an estimated duration for a set of tasks. This is a best-case scenario and does not include potential delays caused by weather or force majeure events.

D. "Load Development Fee" is the Commercial Facilities Dedicated 60kV Fee

in the City of Santa Clara Municipal Fee Schedule. This fee represents the share of costs associated with System Capacity Improvement Facilities required for the Project. This fee funds systemwide capital expenditures directly related to the addition of infrastructure associated with new load increases and does not include costs directly attributed to the Project. Customer will be obligated to pay the fee based on the City's Municipal Fee Schedule at the time of the invoice. "Load Phase" is depicted in Exhibit D and represents the periods for which a specific Available Capacity is in effect and available for Customer to use.

E. "Peak Demand" is the sum of the highest average kW delivery, at the Premises, of any 15-minute interval.

F. "Rules and Regulations" means any applicable City and SVP laws, rules, regulations, ordinances, resolutions, and regulations as may be amended from time to time.

G. "System Capacity Improvement Facilities" are the system improvements required by City to support the Total Capacity requested by Customer. System Capacity Improvement Facilities include projects on SVP's 230kV, 115kV, and 60kV transmission lines, receiving stations, and Pacific Gas & Electric Bulk Electric System Improvements.

H. "Transmission System Operating Limits" mean the maximum allowable Bulk Electric System (BES) operating limits the SVP electric system is capable of operating as determined by the National Electric Reliability Corporation (NERC) Reliability Standards or as otherwise required by Federal Energy Regulatory Commission (FERC);

II. PROJECT OVERVIEW

A. Project Description: The proposed Project (Project), (PLN: 2021-14964) includes the following site improvements on a 6.7-acre property to construct a 479,022 square foot four-story data center consisting of eight data halls, mechanical penthouse, backup generators, power equipment and office space.

B. Electric Facilities:

1. Customer will fund the development and construction of the Substation Facilities and Transmission Facilities ("Substation Development Phase") to serve the Premises.

2. Customer will construct electrical Substation Facilities with a Total Capacity of 99 megavolt amps (MVA) at 2590 Walsh Ave, on the west side of the Premises near Bowers and Walsh Avenues.

C. Interconnection Facilities:

1. In the course of the development of the Premises, City and Customer will finalize requirements for the interconnection facilities necessary for supplying electrical power to the Project ("Connection Phase").

2. The layout of and requirements for the interconnection facilities shall be complete and agreed upon by the Parties prior to commencement

of any construction on the Substation Facilities.

D. Interim Phase: Customer is also requesting electric power capacity of up to 2500 KVA ("Interim Capacity") from SVP prior to operation of the Substation Facilities ("Interim Phase").

E. The beginning and the ends of the Interim Phase and the Substation Development Phase may overlap. The respective responsibilities and obligations of the City and Customer for each of these phases are further described in the following sections.

F. Customer has requested a Total Capacity of 99 MVA. SVP will make commercially reasonable efforts to provide Available Capacity for Customer's use based on Table E1 –Available Capacity Schedule – of Exhibit E.

G. In the event that 99 MVA is not included in Exhibit E, SVP and Customer shall meet at least every two (2) years beginning upon the Effective Date and may mutually agree to amend Table E1 of Exhibit E and, if accepted by City, an Amendment to the Agreement will be executed between the Parties.

III. INTERIM PHASE

A. CUSTOMER OBLIGATIONS

1. In order to enable Customer to begin construction and operate without interruption until the Substation Facilities are fully constructed, energized, and operating, Customer shall construct the infrastructure required by SVP in order to use the Interim Capacity of Electric Service ("Interim Service").
2. Customer acknowledges that up to 2500 KVA Interim Service requested for the Premises is included in Total Capacity requested by the Customer and the Total Capacity is the total allocation for the Premises.
3. Customer shall pay all costs associated with the construction and removal of the Interim Service and pay any Load Development Fees associated with the Interim Service.
4. Customer shall work with SVP to transfer Customer's existing load from the Interim Service to the new Substation Facilities within three (3) months after energization of the Substation Facilities.

B. SVP OBLIGATIONS

If Customer meets all requirements of Section A of this Section III, SVP will provide Interim Service from 12 kV distribution feeders at or near the location set forth in Exhibit B – Interim Service Diagram attached hereto and incorporated into the Agreement by reference.

IV. SUBSTATION DEVELOPMENT PHASE

The following activities and obligations shall constitute the Substation

Development Phase ("Substation Development Phase"):

A. SUBSTATION DEVELOPMENT SCHEDULE:

Customer shall provide a proposed project schedule to SVP that is aligned with the Schedule in Exhibit D for review and approval by SVP. Each Party shall notify the other Party as soon as practicable when the schedule is anticipated to change.

B. SVP OBLIGATIONS

1. SVP will provide up to the Available Capacity indicated in MVA to the Premises as further detailed in Exhibit E, after successful energization of the Substation Facilities, Transmission Facilities and System Capacity Improvement Facilities.

   a) Because the System Capacity Improvement Facilities completion schedules are not fully controlled by SVP, SVP, at its sole discretion, may limit Customer and their tenant's Available Capacity until the capacity is made fully available to SVP.

   b) The approved Available Capacity for each Load Phase is identified in Exhibit E. Exhibit E may only be modified subject to the provisions of Section VI.F. (Capacity Reduction) of the Agreement or through an Amendment to the Agreement executed between the Parties.

   c) The Parties agree that the capacity from Substation Facilities will be provided pursuant to the Rules and Regulations, applicable Silicon Valley Power Rate Schedules, current Load Development Fees, and subject to the completion of any system upgrades necessary to serve the load at the time the load capacity increase is initiated.

2. SVP will make Electric Service available to the Customer, at the Utility Connection Point, from the Substation Facilities and connected to the Premises through the Transmission Facilities. The Utility Connection Point for a SVP junction facility is the Customer side of the 60kV disconnect switches located within the Substation Facilities as shown in Exhibit C.

3. SVP will use commercially reasonable efforts to test and commission the Substation Facilities within thirty (30) months after the Effective Date of this Agreement.

4. SVP shall use commercially reasonable efforts to design, construct, test and commission the Transmission Facilities within thirty (30) months after the Effective Date of this Agreement.

5. Completion of the Substation Facilities and Transmission Facilities is subject to the following additional terms:

   a) SVP will own, operate, and maintain all City-owned Substation Facilities and Transmission Facilities, to the Utility Connection

Point.

b) SVP will own, operate and maintain all City-owned Substation Facilities and Transmission Facilities, SVP control building and all equipment therein, as shown in Exhibit C.

c) The Parties agree to coordinate the design and construction of the Substation Facilities and Transmission Facilities to assure timely completion in accordance with Exhibit D.

d) SVP will design the City-owned control building within the Substation Facilities.

e) SVP will keep Customer informed on an ongoing basis as to the costs it is incurring associated with the design, construction, testing, commissioning, and completion of the Substation Facilities and Transmission Facilities, including periodic updates to Exhibit D as needed. Once preliminary engineering review is complete, SVP will provide Customer with a detailed estimate of SVP project cost to fully complete the control building with the Substation Facilities. SVP will provide Customer with reasonable access to SVP's records that substantiate any costs SVP proposes to bill to Customer related to the Substation Facilities and Transmission Facilities.

f) In no way will City be held responsible or subject to any penalty if System Capacity Improvement Facilities are not complete by Customer's anticipated or proposed energization date.

g) The Substation Facilities shall be Substantially Complete before SVP begins testing and commissioning activities. For purposes of this Agreement, "Substantially Complete" means that Substation Facilities construction is complete as determined by SVP, in accordance with SVP's standards and requirements, and no Customer contractors remain working within the perimeter wall of the Substation Facilities. Location of Substation Perimeter Wall (as defined below) is as specified in Exhibit C. SVP is not obligated to compress its testing and commissioning schedule to meet Customer's anticipated service date.

h) SVP acknowledges that the required interconnection study has been completed and reflects Available Capacity known at that time. SVP will update the Customer on projects and schedules that may impact the Available Capacity feasibility as that information becomes available.

C. CUSTOMER OBLIGATIONS

1. Customer must pay a Load Development Fee according to the current applicable fee set forth in the City of Santa Clara Municipal Fee Schedule and in the timelines in Exhibit D.

2. Customer shall design (with the exception of the City-owned control building), procure, and construct Substation Facilities (including

control building), as shown in Exhibit C, to provide 60kV service to the Premises. Customer shall perform design, procurement, and construction pursuant to SVP's standards and requirements, at Customer's own financial risk.

3. The Substation Facilities would consist of two 100 MVA transformers. In the event one transformer fails, then the load, not to exceed 99 MVA, would be transferred to the redundant transformer.

4. Completion of the Substation Facilities and Transmission Facilities is subject to the following additional terms:

   a) The Substation Facilities shall be for the exclusive use of the Project to be constructed on the Premises.

   b) Substation Facilities 60kV bus will be a breaker and half scheme with the complete 60kV junction being constructed to serve the Premises.

   c) Customer shall obtain any necessary land use entitlements, and provide any property rights, including easements, to the City, necessary to construct, complete and maintain the Substation Facilities.

   d) Customer shall be responsible for all costs associated with the acquisition of any additional easements necessary for the Transmission Facilities.

   e) SVP and Customer shall negotiate and execute one or more easement agreements providing easements on the Premises, as may be required by SVP, to install, operate, and maintain any necessary distribution facilities.

   f) Customer shall provide documents required to transfer any Substation Facility-related equipment to City such as, but not limited to bill of sale in a form acceptable to City.

   g) Customer shall construct a Substation Perimeter Wall, marked as "Perimeter Wall" on Exhibit C, which shall create a physical boundary around the Substation Facilities for ensuring the Substation Facilities' security ("Substation Perimeter Wall"). The Substation Perimeter Wall shall be for SVP's exclusive use. Only SVP approved signage is permitted on the Substation Perimeter Wall. The Substation Facilities shall have an all-weather asphalt surface underlain by an aggregate base.

   h) The Customer shall procure the Substation Facilities control building to comply with SVP's standards and requirements. Any changes or substitutions to SVP's design package for the control building must have SVP approval prior to implementation. SVP, or SVP's designated representative, shall oversee factory acceptance testing of the control building and inspect the control building prior to shipment of the building to the Premises. All deficiencies identified by SVP during any factory inspection visits or factory acceptance

testing shall be corrected prior to shipment of the control building to the Premises.

i) Customer-owned control, communication, and protection wiring from the Customer's control building to the marshalling termination cabinet located on Customer side of demarcation fence, and related equipment, will be owned and maintained by Customer. Customer shall clearly label and identify all control and protection wiring as required by SVP to avoid (1) confusion during troubleshooting, maintenance, or repair of City-owned equipment and (2) misoperation of any SVP equipment.

j) Customer shall pay the City estimated and actual costs pursuant to Payment Milestones set forth in Exhibit D. These costs shall include but not be limited to all travel expenses incurred by SVP to (1) perform factory acceptance testing, (2) oversee testing for any equipment purchased by Customer to be turned over for SVP's ownership, and (3) perform all punch list items necessary to fully integrate the Substation Facilities into SVP's network. Payments to City shall be due within thirty (30) days of the date of invoice from City. Invoices from City shall describe the basis of estimated or actual costs to Customer.

k) Standards of Care: Customer shall ensure that its contractors perform the construction of the Substation Facilities and other facilities to be transferred to SVP in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California and that contractors maintain all required all licenses, permits, qualifications, insurance and approvals. Customer shall further ensure that these contractors maintain expertise in the professional calling necessary to the construction of the Substation Facilities and other facilities to be transferred to SVP.

l) Warranty: By delivery of the Substation Facilities to be transferred to SVP, Customer expressly warrants that the Substation Facilities to be transferred to SVP shall be fit for the purpose intended, be free from defect, conform to the to the standards and requirements specified by SVP, and comply with all applicable federal, state and local laws. Customer shall cause its contractor to promptly replace or correct any incomplete, inaccurate, or defective materials or services at no cost to City when the Substation Facilities fail to conform with the foregoing. If Customer fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost

incurred by City.

V. CONNECTION PHASE

The following activities and obligations shall constitute the Connection Phase:

A. SVP OBLIGATIONS

1. Upon completion of the Substation Facilities, Transmission Facilities and System Capacity Improvement Facilities, SVP shall provide the Available Capacity (inclusive of any Interim Service that is transferred to the Substation Facilities) for each Load Phase as detailed in Exhibit E. Such capacity shall include primary and, as necessary, secondary, services to the Premises.

2. All electrical equipment, installed by Customer upon the Premises for the purpose of, but not limited to, delivery and metering of Customer's Electric Service, shall become the property of SVP. SVP shall own, operate, and maintain the Substation Facilities (including the City-owned control building and all other City-owned equipment) and the Transmission Facilities at SVP's sole cost and expense, in accordance with good utility practices and Rules and Regulations.

B. CUSTOMER OBLIGATIONS

1. Customer shall work with SVP to transfer Customer's existing load from any temporary power such as temporary construction power, or other Interim Service to the new Substation Facilities within three (3) months after energization of the Substation Facilities.

VI. LOAD FORECAST AND LOAD DEVELOPMENT FEE PAYMENT SCHEDULE

A. During Interim Service and after Substation Facilities are energized, Customer is permitted to use Available Capacity based on Exhibit E as it may be amended pursuant to this Section.

B. City will invoice Load Development Fees based on the following schedule:

1. Following the Effective Date, City will invoice Customer for Load Development Fees based on 20 MVA. This amount will be reduced by the dollar amount of Load Development Fees paid for Interim Service.

2. Each time that Available Capacity exceeds Cumulative Paid Capacity in Exhibit E, City will invoice Load Development Fees in 10 MVA increments based on the fee in the municipal fee schedule at the time of invoice.

C. SVP may request, and the Customer shall provide, a 10-Year load forecast by month within thirty (30) days of SVP's request in a form required by SVP. SVP may make such request up to twice per year. This forecast will be used to determine applicable capacity available for use and incorporated into SVP's TPP with CAISO. This 10-Year load forecast (which may also be referred to as load ramp schedule) is for transmission planning purposes only and does not amend Exhibit E. Exhibit E may only be modified by amendment to this Agreement or pursuant to subsection F of this Section

VI.

D. SVP will evaluate Customer's load forecast and determine applicable capacity available for use and incorporated into SVP's TPP with CAISO. SVP may adjust load forecast to meet SVP's system capacity requirements.

E. Customer shall be responsible for operating within the Available Capacity for each Load Phase in Exhibit E. In the event that Available Capacity for a Load Phase is exceeded, the Customer shall pay any penalties, damages, or any other cost associated with Customer's load exceeding Available Capacity. Such costs include, but are not limited to, (1) costs of the de-energization of SVP electric system for asset inspection; and (2) any penalties assessed to SVP by CAISO relating to resource adequacy forecasted capacity based on the Customer's excess load above Available Capacity for that Load Phase identified in Exhibit E.

F. Capacity Reduction:

1. SVP will monitor Peak Demand at the end of each Load Phase and annually after the last phase depicted in Exhibit E.

2. After the end of each Load Phase, City, in its sole discretion, may reduce the Available Capacity and Cumulative Paid Capacity based on Peak Demand during the last completed phase (Reduced Available Capacity).

3. During the Load Phases defined in Exhibit E, average Peak Demand is calculated as the highest demand average over three (3) consecutive monthly billing periods (Average Peak Demand) for each year during that Load Phase.

4. In the event that Available Capacity in a Load Phase is 15% or more greater than Average Peak Demand, SVP may take action to reduce Available Capacity and unilaterally amend Exhibit E ("Capacity Reduction").

5. SVP shall notify the Customer of any Capacity Reduction by means of a Capacity Reduction Notice in substantially the same format as Exhibit F – Sample Capacity Reduction Notice attached hereto and incorporated into this Agreement by reference. Such notice will include an updated Exhibit E and, through that notice, Exhibit E will be effectively amended and incorporated into the Agreement.

6. In the event that SVP issues a Capacity Reduction Notice which includes capacity for which Customer has paid Load Development Fees, SVP will refund the amounts Customer paid for the amount of available capacity that has been reduced unless such capacity is included in a future Load Phase. Customer shall have no right to any interest accrued by the entire payment or any amount refunded.

7. If the Cumulative Paid Capacity has been subject to a Capacity Reduction at any time during the term of the Agreement and, if the Customer's demand is expected to increase above the reduced Available Capacity, then the Customer may request an amendment to the Agreement to amend Exhibit E. Customer shall provide any supporting information requested by SVP and, if acceptable to City,

the Parties will execute an Amendment to the Agreement modifying Exhibit E.

8. After Final Load Phase, SVP may continue to evaluate the highest demand average over (3) three consecutive monthly billing periods during a five-year window beginning with end date of the final phase of the currently effective Available Capacity Schedule. SVP may issue Capacity Reduction Notices at any time that the Available Capacity in the Final Load Phase is 15% greater than Average Peak Demand.

G. When evaluating Customer Peak Demand, SVP may evaluate any anomalies such as needle peaks that may artificially increase peak demand and, at SVP's sole discretion, such anomalies may be excluded from the calculation of Average Peak Demand.

H. Customer shall provide at least 14-day advance notice of any maintenance or commissioning activities.

VII. NON-INTERFERENCE

Neither Party nor any of its agents or contractors shall perform any work relating to the Interim Service, the Substation Facilities, the Transmission Facilities, or the Premises in a manner which unreasonably interferes with the other Party's work or property. Customer and each of its respective agents and contractors shall use their best efforts to minimize disruption to the City. Without limiting the generality of the foregoing, each party shall consult in good faith with the other regarding the manner in which work will be performed.

VIII. FORCE MAJEURE

A. Notwithstanding anything to the contrary in this Agreement, neither Party shall be considered to be in default in performance of any of its obligations under this Agreement when a failure of performance is due to a Force Majeure event.

B. For the purpose of this Agreement, "Force Majeure" is defined as any cause beyond the reasonable control of the Party affected, and which by exercise of reasonable due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it has been unable to overcome or obtain or cause to be obtained a commercially reasonable substitute therefore.

C. Force Majeure includes failure or threat of failure of facilities, Acts of God, flood, drought, earthquake, storm, tornado, fire, explosion, lightning, epidemic, public emergency, war, riot, civil disobedience, labor strike, labor dispute, labor or materials shortage (however labor or materials shortage does not include the mere inability to obtain that labor or material at a particular price), sabotage, restraint by court order, restraint by public authority, or action or non-action by governmental authority or accident), which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence has been unable to overcome.

D. Notwithstanding Section VIII.C, a Force Majeure does not include (a) any cost and expense increase; (b) any strike or lockout or other labor-related disturbance involving only the employees of Customer or its contractors and

which is not part of a nationwide strike, (c) typical weather or climatic conditions, including precipitation (including rain and snow), heat or wind conditions as would be expected for the geographic area of the Premises, (d) unavailability of labor, equipment, material or other resources (e) economic hardship of any Party; (f) machinery or equipment breakdown due to inadequate maintenance, (g) price fluctuations with respect to labor or materials, supplies or components of equipment related to items to be supplied by Contractor under this Agreement; and (h) the application of laws and/or implementation of health and safety guidelines, whether legally mandated or merely recommended, that exist on the Effective Date and relate to the Coronavirus pandemic, including laws or guidelines regarding wearing of protective masks, social distancing, on-site COVID testing or other related medical screening, rental of additional portable restrooms and/or additional trailers to promote social distancing, additional cleaning and disinfection, procurement of hand sanitizer, masks, air filters, thermometers and signage, and management and oversight of the foregoing.

E. The Party claiming that a Force Majeure event has occurred shall notify the other Party in writing within thirty (30) days from the date that such Party knew of the event or circumstance giving rise to the claim. Such notice shall fully describe the claimed Force Majeure event, and outline the affected Party's efforts to prevent, avoid, overcome, delay or mitigate such Force Majeure event and the impacts on its performance hereunder, as well as the anticipated duration of such delay. The affected Party shall keep the other Party informed, in writing, on a regular basis during the pendency of the Force Majeure event to any updated information regarding such anticipated duration.

IX. ASSIGNMENT OF AGREEMENT/SUCCESSORS IN INTEREST

A. Customer and City bind themselves, their successors, and assigns, to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for under this Agreement shall be assigned or transferred, either voluntarily or by operation of law, by either Party without the prior written approval of the other Party, which approval shall not be unreasonably withheld, conditioned, or delayed; any such assignment shall not relieve the assignor from any of its obligations under this Agreement.

B. Customer shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Customer is for the acts and omissions of persons directly employed by it.

X. NO THIRD PARTY BENEFICIARY

Except permitted assignees subject to Section IX, this Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

XI. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Customer agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with this Agreement – including claims of any kind by Customer's employees or persons contracting with Contractor to perform any portion of this Agreement– and shall expressly include passive or active negligence by City connected with the Agreement. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

B. Customer's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Customer, against City (either alone, or jointly with Customer), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

XII. AMENDMENTS

It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties and incorporated as an Amendment to this Agreement.

XIII. SEVERABILITY CLAUSE

In case any one or more of the provisions contained herein shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, it shall not affect the validity of the other provisions which shall remain in full force and effect.

XIV. WAIVER

Waiver by either Party of any provision of this Agreement shall not be construed as waiver(s) of any other provision of this Agreement. This specifically includes active or passive waiver of actions after Available Capacity for a specific phase is exceeded.

XV. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

Chief Electric Utility Officer
City of Santa Clara
1500 Warburton Avenue
Santa Clara, California 95050
And by e-mail at svpcontracts@santaclaraca.gov, and
manager@santaclaraca.gov

And to Customer addressed as follows:

Vantage Data Centers CA31, LLC
2820 Northwestern Parkway
Santa Clara, CA 95051
Attention: General Counsel
Email: legal@vantage-dc.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. Pacific Standard Time on a Friday shall be deemed to have been transmitted on the following business day.

XVI. CAPTIONS

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

XVII. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

XVIII. COMPLIANCE WITH LAWS

Customer shall at its own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Customer's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally, Customer has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

XIX. DISPUTE RESOLUTION

A. Unless otherwise mutually agreed to by the Parties, any controversies between the Parties regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement

C. The costs of mediation shall be borne by the Parties equally.

D. Mediation under this section is a condition precedent to filing an action in any court. In the event of litigation or mediation that arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit, regardless of the outcome of the litigation.

XX. OTHER AGREEMENTS

This Agreement shall not prevent either Party from entering into similar agreements with other entities or individuals.

XXI. TERMINATION

A. Termination for Cause

1. For purposes of this Agreement, the term "default" shall mean the failure of any Party to perform any material obligation in the time and manner provided by this Agreement.
2. Either Party may terminate this Agreement in the event of a default by the other Party by providing a written Notice of Termination to the defaulting Party. Such Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. Such Notice of Termination for cause shall include a statement by the terminating Party setting forth grounds for determination of default under the Agreement.
3. Opportunity to Cure Default: Upon receipt of a Notice of Termination by a Party arising from its default under this Agreement, the defaulting Party shall have thirty (30) days from the receipt of such notice to cure the default by making such payment or performing the required obligation (or additional time, if any that is reasonably necessary to promptly and diligently cure the default). If the default is cured to the reasonable, mutual satisfaction of the Parties, the Agreement shall remain in effect upon written acceptance of the cure by the Party who issued the Notice of Termination for cause.

B. Termination without Cause

At any time, Customer may elect to terminate construction of the Substation Facilities upon delivery of (180) days written notice thereof to the City. If Customer chooses to terminate construction of the Substation Facilities and Transmission Facilities, Customer will reimburse any and all City expenses, termination fees, and cancellation fees reasonably incurred by the City related to the Substation Facilities and Transmission Facilities prior to the expiration of such 180-day notice period. Customer shall not be entitled to a refund of any Load Development Fees.

XXII. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

XXIII. INTEGRATED DOCUMENT - TOTALITY OF AGREEMENT

This Agreement and its Exhibits embody the entire agreement between the Parties

regarding the subject matter of this Agreement. In the event of a conflict between the terms of the Agreement and the Exhibits, the terms of the Agreement shall control. No other understanding, agreements, conversations, or otherwise, with any officer, agent, or employee of the City shall affect or modify any of the terms in or obligations created by this Agreement.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Daniel Ballin Digitally signed by Daniel Ballin Date: 2022.10.12 10:33:13 -07'00'

Office of the City Attorney
City of Santa Clara

Dated: 10/13/2022

Rajeev Batra - City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax (408) 241-6771

"CITY"

VANTAGE DATA CENTERS CA31, LLC
a Delaware limited liability company

DS

Dated: DocuSigned by: Oct 8, 2022
By (Signature): Jeff Tench 3ED34B6536F8443...
Name: Jeffery Tench
Title: President
Principal Place of Business Address: 2820 Northwestern Parkway
Email Address: jtench@vantage-dc.com
Telephone: (303) 562-6744

"CUSTOMER"

EXHIBIT A

Parcel Map

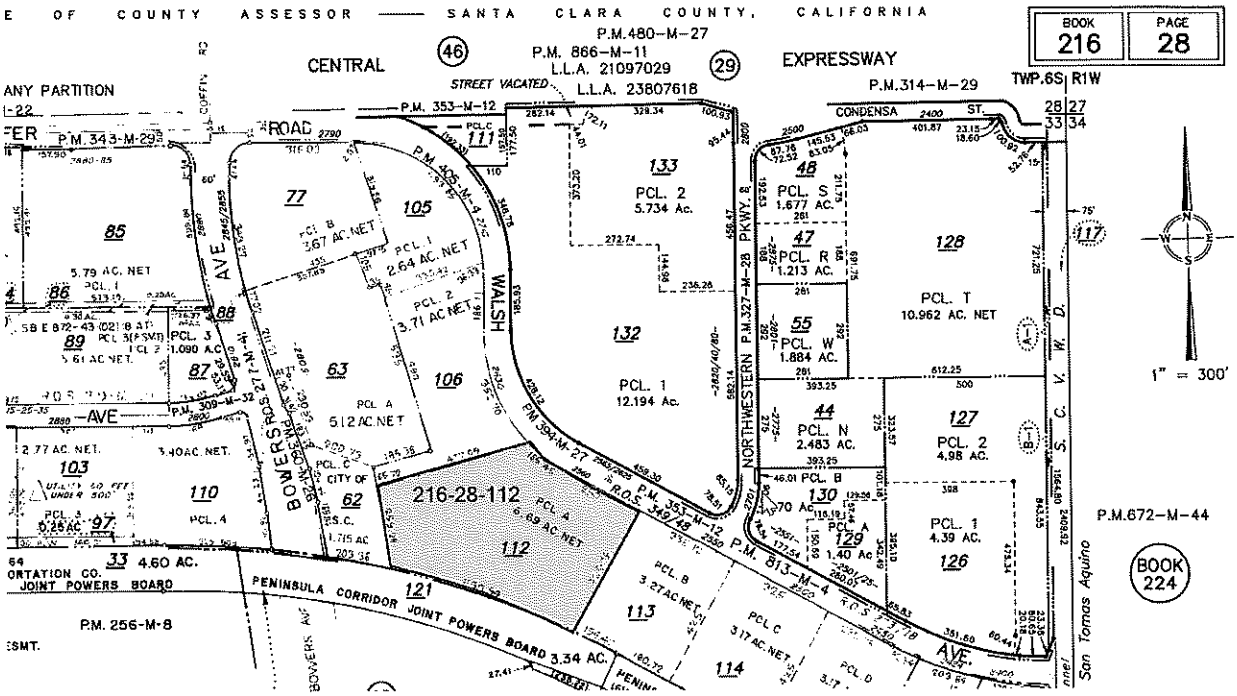
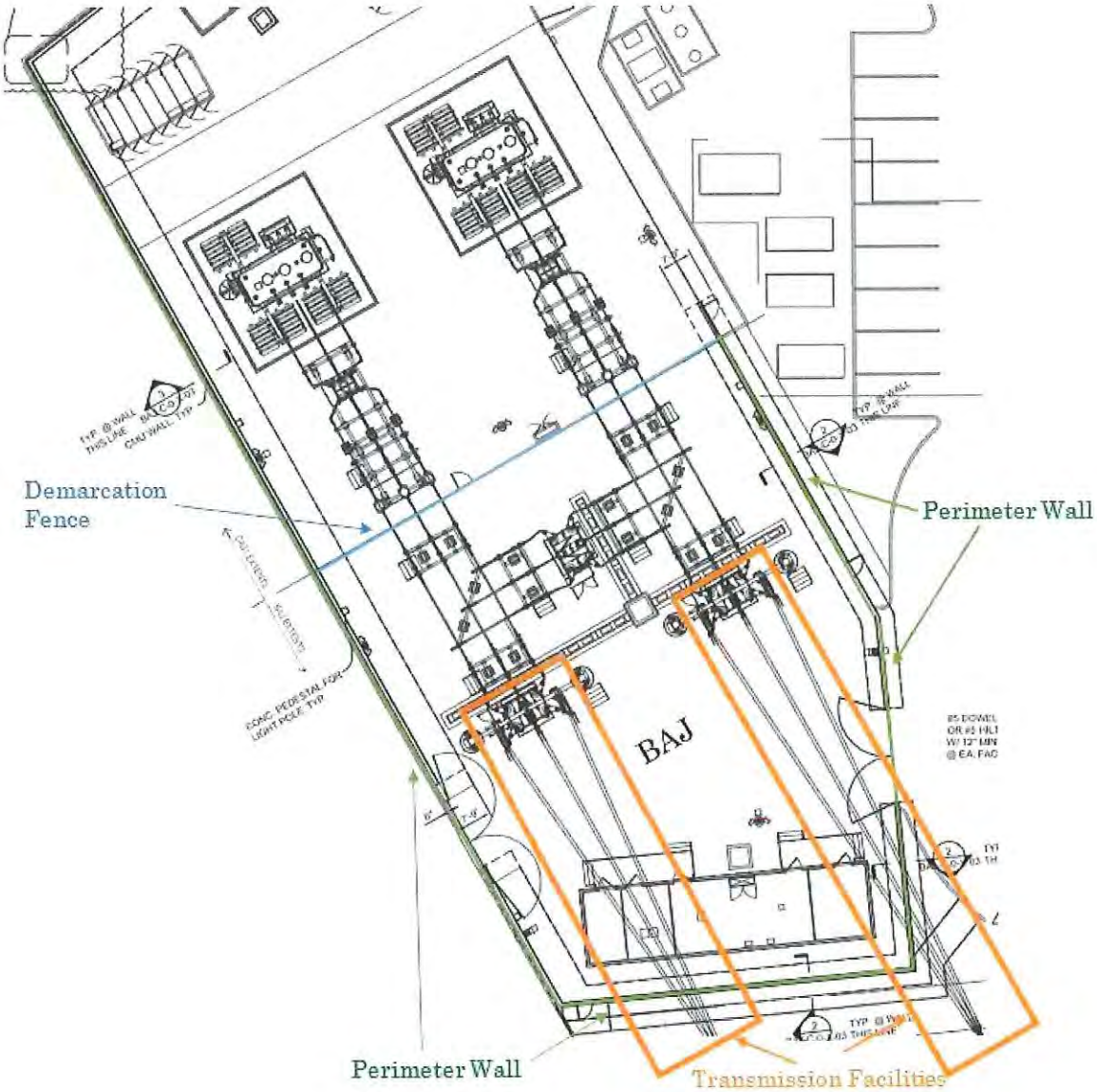

E OF COUNTY ASSESSOR — SANTA CLARA COUNTY, CALIFORNIA
BOOK 216
PAGE 28
CENTRAL
EXPRESSWAY
P.M.480-M-27
P.M. 866-M-11
L.L.A. 21097029
L.L.A. 23807618
STREET VACATED
P.M.314-M-29
TWP.6S R1W
CONDENSA ST.
P.M. 353-M-12
P.M. 343-M-29
ANY PARTITION
ROAD
WALSH
BOWERS AVE
NORTHWESTERN PKWY.
PCL. 2
5.734 Ac.
PCL. 1
12.194 Ac.
PCL. S
1.677 AC.
PCL. R
1.213 AC.
PCL. W
1.884 AC.
PCL. T
10.962 AC. NET
PCL. N
2.483 AC.
PCL. 2
4.98 AC.
PCL. 1
4.39 AC.
PCL. A
5.12 AC. NET
PCL. 4
6.69 AC. NET
PCL. B
3.27 AC. NET
PCL. C
3.17 AC. NET
PCL. D
3.34 AC.
216-28-112
PENINSULA CORRIDOR JOINT POWERS BOARD
4.60 AC.
P.M. 256-M-8
P.M.672-M-44
BOOK 224
San Tomas Aquino
1" = 300'

EXHIBIT B

Interim Service Diagram

EXHIBIT C

Substation Plan



Project Schedule and Costs

I. PAYMENT RATES

A. Customer shall pay the Load Development Fee according to the schedule in Table D1 based on the Load Development Fee at the time of payment in the City of Santa Clara Municipal Fee Schedule adopted by the City Council of the City of Santa Clara as amended from time to time.

B. In addition to any costs paid to directly to third parties by Customer for construction and other Customer responsibilities under this Agreement, Customer shall also be responsible for actual costs for Substation Facilities and Transmission Facilities including, but not limited to actual City costs for any associated work, services, or materials.

II. PAYMENT SCHEDULE

A. City will invoice Customer based on the milestone schedule on Table D1. Payment is due within 30 days of Invoice Date.

B. **All Estimated Amounts are based on fees at the time of this Agreement. Actual Amounts will be based on fees at the time of invoice.**

Table D1 - Payment Milestone Schedule

Payment Milestone (PM)	City Invoice Date	***Estimated*** Amount of Invoice
PM 1	City will issue an invoice within 30 Days of the Effective Date of this Agreement. City will invoice Load Development Fees for the difference between 20 MVA and the # of MVA as already paid for Interim Service.	$ 8,162,026
PM 2	City will issue an invoice 30 Days before Public Works contract is submitted to Council for approval.	$ 2,708,879
PM 3	After energization of Substation Facilities, City will invoice Customer for the difference between estimated costs billed in PM 1 and PM 2 and actual costs.	$TBD
PM 4	Phase 0: Load Development Fee; City will invoice Customer according to the provisions of Section VI of the Agreement no sooner than 3 years following energization of Substation Facilities.	$ 6,979,800
PM 5	Phase 1: Load Development Fee; City will invoice Customer according to the provisions of Section VI of the Agreement no sooner than 4 years following energization of Substation Facilities.	$ 6,979,800

III. PROJECT SCHEDULE & ESTIMATED COSTS

Table D2 sets forth (1) the design and construction activities associated with the Substation Facilities and Transmission Facilities; and (2) associated schedule and payment estimates. Tasks and activities in this schedule may overlap and Estimated Duration is a best-case scenario estimate.

Table D2 - Substation Facilities and Transmission Line Design and Construction Elements

Task / Activity	**Estimated Duration**	**Estimated Amount to be paid to SVP**	**Payment Milestone**	**Comments**
1. Substation Facilities design 2. Transmission Facilities design	4 months	$ 113,181.00	**PM 1**	Customer also pays Interim Load Development Fee
3. Control Building Procurement Drawings 4. Preparation of Public Works Construction Specification Documents	6 months	$ 115,260.00	**PM 1**	Concurrent with preparation of Substation Facilities and Transmission Facilities drawings
5. Substation Facilities Construction Support	8 months	$ 41,500.00	**PM 2**	Construction costs paid directly by Customer
6. Substation Facilities Commissioning and Testing	4 months	$ 524,379.00	**PM 2**	Begins after Substation Facilities construction is complete.
Transmission Facilities Interconnection Process (Estimated Duration 26 months) includes tasks associated with #7 - #14 below. This process will occur concurrent with Substation Facilities design, construction, commissioning, and testing				

Task / Activity	Estimated Duration	Estimated Amount to be paid to SVP	Payment Milestone	Comments
7. Transmission Facilities Line Consultant	3 months	$ 88,785.00	**PM 1**	
8. Transmission Line Interconnection Design (Concurrent with #9)	6 months	$ 75,000.00	**PM 1**	
9. Steel Transmission Facilities Pole and Materials Procurement (Concurrent with #8)	12 months	$ 790,000.00	**PM 1**	
10. Public Works Construction Bid process for Transmission Facilities line construction	8 months	$ 5,000.00	**PM 2**	
11. Transmission Facilities line construction associated with connecting the Substation Facilities to the SVP 60kV loop 12. Work necessary at adjacent stations for relay panel replacement or upgrades necessary for the new interconnection	3 months	$1,088,000.00	**PM 2**	This Task / Activity does not include any work associated with capacity increases on the loop.
13. Transmission Facilities Line interconnection (City Labor)	6 months	$ 210,000.00	**PM 2**	
14. Miscellaneous costs may include, but are not limited to • Encroachment permits from City of Santa Clara, Santa Clara County, and Santa Clara Valley Water District; • Utility relocation work; • Soil remediation or disposal of hazardous materials not previously identified; • Stormwater Pollution Prevention Plan (SWPPP) permit fees, • in lieu transfer to City of Santa Clara General Fund		$ 840,000.00	**PM 2**	
City will invoice Customer (and Customer shall pay) the difference between estimated and actual costs		TBD	**PM 3**	
TOTAL ESTIMATED DURATION AND COSTS	**30 MONTHS**	**$ 3,891,105**		**Estimated duration includes net duration with schedule overlaps included. Schedule assumes best case scenario (Transmission Facilities Interconnection Process) and no delays due to Force Majeure**

IV. LOAD DEVELOPMENT FEE (LDF) PAYMENT SCHEDULE

Total Capacity Anticipated (99 MVA)

All Estimated Amounts are based on fees at the time of this Agreement. Actual Amounts will be based on fees at the time of invoice.

Load Phase	Timeline	Estimated amount to be paid to SVP	Payment Milestone	Comments
Interim Service – 2.5 MVA + 17.5 MVA (1st LDF payment)	Within 30 days of the Effective Date of this Agreement	$ 6,979,800	**PM 1**	LDF $348.99
Phase 0 – 20 MVA	No sooner than 3 years after energization of Substation Facilities	$ 6,979,800	**PM 4**	
Phase 1 – 20 MVA*	No sooner than 4 years after energization of Substation Facilities	$ 6,979,800	**PM 5**	
ESTIMATED TOTAL LOAD DEVELOPMENT FEES		**$ 20,939,400**		

* To go above 52.2 MVA at this location, additional loop configuration or an additional loop may be required and may delay ramp increase.

V. ESTIMATED TOTAL PROJECT COSTS TO BE PAID TO SVP

All costs are estimates based on current rates and fees at the time of execution of this Agreement. Actual costs will be based on rates at the time of activity and fees at the time of payment.

A. Substation/Transmission Line Design and Construction Costs: $ 3,891,105

B. Load Development Fees: $ 20,939,400

C. Grand Total: $ 24,330,505

EXHIBIT E
AVAILABLE CAPACITY SCHEDULE

I. SVP will make commercially reasonable efforts to provide Available Capacity for Customer's use based on the timeline shown in Table E1 ("Available Capacity Schedule").

II. The start date of the Available Capacity Schedule is the July 1st following the energization of the Substation Facilities ("Capacity Start Date"). Where load development fees are due pursuant to Table E1, City will invoice customer for Load Development Fee Payment after July 1 of the applicable year.

III. The Phase Start Date for each phase assumes Customer has paid all amounts due including, but not limited to, Load Development Fees and charges included in Exhibit D before the start of that Phase.

IV. Table E1 – Available Capacity Schedule is subject to the provisions of Section VI.F. (Capacity Reduction) of the Agreement.

Table E1 –Available Capacity Schedule

Load Phase	Phase Start Date	Phase End Date	Year	Available Capacity (MVA)	Capacity for Load Development Fee Payment (MVA)	Cumulative Paid Capacity (Max 99 MVA)
Interim Service	Interim Service Facilities complete	3 months after substation facilities energized	2022 to 2023	2.5 MVA	20 MVA	20 MVA
0	Substation Facilities Energized	3 years after energization of Substation Facilities Date	2024	3.0 MVA	0 MVA	20 MVA
			2025	18 MVA	0 MVA	20 MVA
			2026	32 MVA	20 MVA	40 MVA
1	Date Substation Facilities Energized +3 years	3 years after Phase 1 Start Date	2027	52.2 MVA*	20 MVA	60 MVA
			2028	52.2 MVA*	0 MVA	60 MVA
			2029	52.2 MVA*	0 MVA	60 MVA
2	Date Substation Facilities Energized +6 years	3 years after Phase 2 Start Date	2030	52.2 MVA*	0 MVA	60 MVA
			2031	52.2 MVA*	0 MVA	60 MVA
			2032	52.2 MVA*	0 MVA	60 MVA
3	Date Substation Facilities Energized +8 years	2 years after Phase 3 Start Date	2033	52.2 MVA*	0 MVA	60 MVA
			2034	52.2 MVA*	0 MVA	60 MVA

* To go above 52.2 MVA at this location, additional loop configuration or an additional loop may be required and may delay ramp increase.

EXHIBIT F
Sample Capacity Reduction Notice

This Capacity Reduction Notice is made pursuant to the [INSERT SUBSTATION NAME] Substation Agreement (the "Agreement"), between the City of Santa Clara, California, a chartered California municipal corporation ("City") and [INSERT NAME OF ENTITY], [INSERT TYPE OF ENTITY] ("Customer") dated _____, 20___. This Capacity Reduction Notice is governed by the provisions of the Agreement, and this Capacity Reduction Notice is incorporated into that Agreement.

Customer is hereby notified that the Available Capacity Schedule (Exhibit E – Available Capacity Schedule) of the Agreement has been modified according to the below calculations:

Capacity Reduction Calculation pursuant to Phase # _____: [INSERT SUBJECT PHASE]

Available Capacity for year: _____ has been modified based on the following calculation:

1. Peak Demand for [INSERT FIRST CONSECUTIVE MONTH], 20___ during evaluation period [INSERT PHASE OR YEAR STATED IN STEP 1]:_____MVA
2. Peak Demand for [INSERT SECOND CONSECUTIVE MONTH], 20___ during evaluation period [INSERT PHASE OR YEAR STATED IN STEP 1]:_____:_____MVA
3. Peak Demand for [INSERT THIRD CONSECUTIVE MONTH], 20___ during evaluation period [INSERT PHASE OR YEAR STATED IN STEP 1]:_____:_____MVA
4. Average Peak Demand of three consecutive monthly billing periods: [INSERT AVERAGE OF STEPS 1, 2, AND 3] MVA
5. If Available Capacity is 15% or greater than Average Peak Demand : [INSERT MVA FROM STEP 5 MULTIPLIED BY 1.15] MVA

Based on the above reduction calculation, Table E1- Available Capacity Schedule in Exhibit E of the Agreement has been modified. This Capacity Reduction Notice is effective 30 days from the date signed by the SVP official below.

The new Available Capacity for each Load Phase of Agreement is as shown on Exhibit E – AVAILABLE CAPACITY SCHEDULE – AMENDED [ENTER DATE OF NOTICE + 30 Days] attached and incorporated into the Agreement by reference. Such Exhibit E shall supersede any previous Exhibit E whether those Exhibits were modified by amendment to the Agreement or by Capacity Reduction Notice.

By:

Name: _____

Title: Chief Electric Utility Officer

Signature: _____

Date: _____

EXHIBIT G
Exhibit G1
Vantage Portfolio Operating Limit

Table G-1 –Available Capacity Schedule for Vantage Properties

Vantage Portfolio Capacity Operation Limits for the following Vantage Properties per the Letter from Manuel Pineda to Sam Huckaby, dated 9/24/2020 and attached as Exhibit G2:

- 2820 Northwestern
- 2897 Northwestern
- 737 Mathew
- 2590 Walsh

Year	2897 Northwestern (MVA)	2820 Northwestern (MVA)	737 Mathew (MVA)	2590 Walsh (MVA)	Total Portfolio (MVA)
2022	7.0	54.0	34.0	2.5	97.5
2023	7.0	57.0	47.0	2.5	113.5
2024	7.0	57.0	64.0	3.0	131.0
2025	7.0	57.0	71.0	18.0	153.0
2026	7.0	57.0	71.0	32.0	167.0
2027	9.0	60.0	71.0	52.0	192.0
2028	9.0	60.0	71.3	52.2	192.5*
2029	9.0	60.0	71.3	52.2	192.5*
2030	9.0	60.0	71.3	52.2	192.5*
2031	9.0	60.0	71.3	52.2	192.5*
2032	9.0	60.0	71.3	52.2	192.5*
2033	9.0	60.0	71.3	52.2	192.5*

*** Limited to 192.5 MVA until such time as SVP, in its sole discretion, determines that SVP can accommodate additional MVA; provided, however, that such determination shall not occur earlier than (1) the completion of SVP transmission and CAISO controlled transmission grid projects and (2) the increase of system capacity.**

Exhibit G2
Letter from Manuel Pineda to Sam Huckaby, dated 9/24/2020

SILICON VALLEY POWER.
CITY OF SANTA CLARA

September 24, 2020

Vantage Data Centers
Sam Huckaby, Vice President – Construction
2820 Northwestern Parkway
Santa Clara, CA 95051

Subject: New Data Center at 2590 Walsh

Dear Mr. Huckaby,

The City of Santa Clara's Electric Department, Silicon Valley Power, is the electric utility for the City of Santa Clara. Electric service to the subject project will be provided in accordance with the Rules and Regulations for the utility as approved by the Santa Clara City Council. Silicon Valley Power has reviewed the power needs and commitments at all Vantage sites within the City per the property list below:

- 2820 Northwestern
- 2897 Northwestern
- 737 Mathew
- 2590 Walsh (new proposed project not yet approved – request for 90 MVA)

Based on Vantage's existing and future power needs, Silicon Valley Power should be able to provide the following total power combined for all the sites:

- Up to 126.5 MVA from the current date to the end of Second Quarter of 2022
- Up to 192.5 MVA at Third Quarter of 2022 upon completion of the South Loop Project.
  - If there are delays on the South Loop Project, it will affect the timeline to increase from 126.5 to 192.5.
  - 737 Mathew is limited to 33 MW until the South Loop Project is completed.
- Silicon Valley Power is starting the process for additional transmission capacity to the City. The conceptual timeline for completion is Fourth Quarter of 2025. Upon completion of additional transmission, Vantage can increase from 192.5 MVA to 273 MVA.
- If Vantage has a need to exceed 192.5 MVA prior to these timeframes, the City would be interested in partnering on a battery storage project or other generation facility to serve those needs.

The specific details of this service and SVP system modifications required to provide this capacity for 2590 Walsh will be worked out in a Substation Service Agreement at a future date. The City is also in the process of reviewing and updating its load development fee, which will be applicable for any new project (or above 192.5 MVA). It is also important to note that all appropriate fees will need to be paid, and this letter does not supersede any requirements or agreements for the already approved sites at 2820 Northwestern, 2897 Northwestern, and 737 Mathew.

Questions can be directed to Wendy Stone at (408) 615-5648.

Thank you,

Manuel Pineda
Chief Electric Utility Officer
City of Santa Clara – Silicon Valley Power

cc: Michael Stoner

881 Martin Avenue • Santa Clara, CA 95050 • 408-615-6600 • Fax 408-249-0217
www.siliconvalleypower.com

AMENDMENT NO. 1
TO THE SUBSTATION AGREEMENT
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
VANTAGE DATA CENTERS CA31, LLC

PREAMBLE

This Amendment No. 1 to the Substation Agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation ("City") and Vantage Data Centers CA31, LLC, a Delaware Limited Liability Company ("Customer"). City and Customer may be referred to individually as a "Party" or collectively as the "Parties".

RECITALS

A. The Parties previously entered into an agreement entitled "Substation Agreement By and Between the City of Santa Clara, California and Vantage Data Centers CA31, LLC for Services Between the City of Santa Clara, California, and Vantage Data Centers CA31, LLC", dated October 13, 2022 (Agreement) and

B. The Parties wish to amend the Agreement to update Exhibit E – Available Capacity Schedule and Exhibit G1 – Vantage Portfolio Operating Limit.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. EXHIBIT E of the Agreement, entitled "AVAILABLE CAPACITY SCHEDULE", is deleted and replaced with "EXHIBIT E AVAILABLE CAPACITY SCHEDULE, AMENDED DECEMBER 1, 2024", attached hereto and incorporated into the Agreement by reference.
2. EXHIBIT G1 of the Agreement, entitled "VANTAGE PORTFOLIO OPERATING LIMIT", is deleted and replaced with "EXHIBIT G1 VANTAGE PORTFOLIO OPERATING LIMIT, AMENDED DECEMBER 1, 2024", attached hereto and incorporated into the Agreement by reference.
3. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

[SIGNATURES ON FOLLOWING PAGE]

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

_____
GLEN R. GOOGINS
City Attorney

_____
JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771
"CITY"

VANTAGE DATA CENTERS CA31, LLC
a Delaware limited liability Company

Dated: _____
By (Signature): _____
Name: Jeffery Tench
Title: President
Principal Place of Business Address: 2820 Northwestern Parkway
San Jose, CA 95131
Email Address: jtench@vantage-dc.com
Telephone: (303) 562-6744
"CUSTOMER"

EXHIBIT E
AVAILABLE CAPACITY SCHEDULE
AMENDED DECEMBER 1, 2024

I. SVP will make commercially reasonable efforts to provide Available Capacity for Customer's use based on the timeline shown in Table E1 ("Available Capacity Schedule").

II. The start date of the Available Capacity Schedule is the July 1st following the energization of the Substation Facilities ("Capacity Start Date"). Where load development fees are due pursuant to Table E1, City will invoice customer for Load Development Fee Payment after July 1 of the applicable year.

III. The Phase Start Date for each phase assumes Customer has paid all amounts due including, but not limited to, Load Development Fees and charges included in Exhibit D before the start of that Phase.

IV. Table E1 - Available Capacity Schedule is subject to the provisions of Section VI.F. (Capacity Reduction) of the Agreement.

Table E1 -Available Capacity Schedule

Load Phase	Phase Start Date	Phase End Date	Year	Available Capacity (MVA)	Capacity for Load Development Fee Payment (MVA	Cumulative Paid Capacity (Max 99 MVA)
Interim Service	Interim Service Facilities complete	3 months after substation facilities energized	2022 to 2023	2.5 MVA	20 MVA	20 MVA
0	Substation Facilities Energized	3 years after energization of Substation Facilities	2024	19 MVA	0 MVA	20 MVA
			2025	22 MVA	10 MVA	30 MVA
			2026	40.5 MVA	10 MVA	40 MVA
1	Date Substation Facilities Energized +3 years	3 years after Phase 1 Start Date	2027	40.5 MVA*	10 MVA	50 MVA
			2028	40.5 MVA*	0 MVA	50 MVA
			2029	40.5 MVA*	0 MVA	50 MVA
2	Date Substation Facilities Energized +6 years	3 years after Phase 2 Start Date	2030	40.5 MVA*	0 MVA	50 MVA
			2031	40.5 MVA*	0 MVA	50 MVA
			2032	40.5 MVA*	0 MVA	50 MVA
3	Date Substation Facilities Energized +8 years	2 years after Phase 3 Start Date	2033	40.5 MVA*	0 MVA	50 MVA
			2034	40.5 MVA*	0 MVA	50 MVA

*To exceed 40.5 MVA at this location, additional loop configuration or an additional loop may be required which may delay ramp increase.

EXHIBIT G
EXHIBIT G1

VANTAGE PORTFOLIO OPERATING LIMIT
AMENDED DECEMBER 1, 2024

Table G-1 -Available Capacity Schedule for Vantage Properties

Vantage Portfolio Capacity Operation Limits for the following Vantage Properties per the Letter from Manuel Pineda to Sam Huckaby, dated 9/24/2020 and attached as Exhibit G2:

- 2820 Northwestern
- 2897 Northwestern
- 737 Mathew
- 2590 Walsh

Year	2897 Northwestern (MVA)	2820 Northwestern (MVA)	737 Mathew (MVA)	2590 Walsh (MVA)	Total Portfolio (MVA)
2024	6.5	50.0	47.0	19.0	122.5
2025	8.0	57.0	66.0	22.0	153.0
2026	8.0	60.0	72.0	40.5	180.5
2027	8.0	60.0	84.0	40.5	192.5*
2028	8.0	60.0	84.0	40.5	192.5*
2029	8.0	60.0	84.0	40.5	192.5*
2030	8.0	60.0	84.0	40.5	192.5*
2031	8.0	60.0	84.0	40.5	192.5*
2032	8.0	60.0	84.0	40.5	192.5*
2033	8.0	60.0	84.0	40.5	192.5*

* Limited to 192.5 MVA until such time as SVP, in its sole discretion, determines that SVP can accommodate additional MVA; provided, however, that such determination shall not occur earlier than (1) the completion of SVP transmission and CAISO controlled transmission grid projects and (2) the increase of system capacity.

23-373 Agenda Date: 11/19/2024

REPORT TO COUNCIL

SUBJECT
Action to Adopt a Resolution Approving Updates to the City's Water Service and Use Rules and Regulations

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
The City of Santa Clara Water Service and Use Rules and Regulations (hereafter "Rules and Regulations") establish the requirements that govern the design, construction, service, use and operation of the City's Potable Water and Recycled Water systems. These requirements must be periodically updated to reflect regulatory changes in the region and at the State level.

The protection of the City's valuable water resources and the distribution system is a major priority for the City. Section 13.15.170 of the Santa Clara City Code currently incorporates Title 17, Section 7583 et seq of Title 17 of the California Code of Regulations ("Title 17"). Title 17 regulates the prevention of cross-connections within the City's water distribution system. For example, Section 7604 of Title 17 establishes minimum requirements for backflow prevention devices. These devices are typically installed on all potable water service connections in order to protect the City's public drinking water system from contaminants.

Although the current Rules and Regulations have requirements for the protection of the City's water system, these requirements need to be updated to further clarify the implementation of Title 17 and adopt the requirements of successor regulations.

In addition, there are also several sections of the Rules and Regulations that need further clarification, especially development projects, such as policies regarding recycled water use, the development review requirements, hydraulic analysis implementation, water infrastructure requirements, and non-functional turf requirements. The proposed changes reflect the City's goals of preserving the use of the City's precious potable and recycled water resources and the commitment to safety and sustainability.

DISCUSSION
This proposed update to the Rules and Regulations (renamed "Potable and Recycled Water System Rules and Regulations" for added transparency and clarity) addresses these needs by clarifying the City's implementation of Title 17 and development project requirements. Proposed updates include the following items:

- Updated Definitions (e.g. Appurtenances, Auxiliary Water, Backflow Prevention Device, Development, Turf, Standards),
- Removal of Section 3 “Contracts” because it no longer reflects current practice,
- Removal of Section 8 “City Distribution System on Customer Premises” and insertion of new Section 7 “New Development,”
- Removal of Section 15 “Main Extensions” and incorporation into Section 7 “New Development,”
- Clarification of the requirement to install backflow devices on all services for new development (Section 7.M), on existing non-compliant backflow devices within new development projects (Section 7.N), and on all fire service connections (Section 15.C),
- Clarification of the requirement to upgrade existing services with no backflow devices (Section 19.E) and existing services with non-compliant devices (Section 19.F) within 90 days if given notice,
- Clarification that only Air Gaps, Reduced Pressure Principle Backflow Prevention Assembly (RPs), Reduced Pressure Principle Detector Backflow Prevention Assembly (RPDAs), and Double Check Detector Assembly (DCDA) are accepted for backflow prevention (Section 19.D),
- Requirement for new developments to implement studies such as Water Supply Assessments (WSA) (Section 7.A) and Development Impact Analysis (DIA) (Section 7.B),
- Requirement for new developments to implement mitigation to impacts to the water systems such as water main extension or upsizing for hydraulic capacity (Section 7.H) and Recycled Water (RW) main extension if it needs to supply recycled water to the site (Section 7.I),
- Requirement for new developments to use Recycled Water (RW) (Section 7.D) and convert existing systems to Recycled Water (RW) (Section 7.E),
- Requirement for separate services for different land uses and water uses (Section 7.O),
- Increase of the minimum water service size to a 1-inch service and Meter (Section 15.D),
- Updates to reflect current State of California Model Water Efficient Landscape Ordinance,
- Prohibition of the installation and irrigation of non-functional turf on new and existing developments, and
- Reference to the future adoption of State Model Water Efficient Landscape Ordinance.

City Council’s approval of this update will provide clearer guidance to the development community on the City’s requirements for the implementation of Title 17 and the protection of the City’s water system and water resources. It will also facilitate the adoption of future successor regulations to Title 17, Title 22, and the Water Efficient Landscape regulations.

As a result of this update, development projects will have a clearer understanding of the City’s requirements and will be able to incorporate these requirements into their project scopes, which will facilitate fewer review cycles and thereby reduce the amount of time projects remain within the development review process. The updates to the Rules and Regulations will also protect the health and safety of the City’s water system and preserve our precious water resources.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to the following sections of Title 14 of the California Code of Regulations: (1) section 15061(c)(3) as it can be seen with certainty that there is no

possibility that the proposed rule changes will have a significant effect on the environment; and (2) Section 15378(b)(2) as the amendment of the Rules and Regulations involves general policy and procedure making.

FISCAL IMPACT
There is no cost to the City for the recommended action other than administrative staff time.

COORDINATION
This report has been coordinated with the City Attorney's Office, the Community Development Department, and the Department of Public Works.

PUBLIC CONTACT
Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION
Adopt a Resolution approving updates to the City's Water Service and Use Rules and Regulations.

Reviewed by: Gary Welling, Director, Water & Sewer Utilities Department
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS
1. Resolution Approving Updates to the Water Service and Use Rules and Regulations
2. Water Service and Use Rules and Regulations (Original)
3. Revised Water Service and Use Rules and Regulations (red line)
4. Revised Water Service and Use Rules and Regulations (clean copy)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA APPROVING UPDATES TO THE CITY'S WATER SERVICE AND USE RULES AND REGULATIONS

WHEREAS, a reliable minimum supply of potable water is essential to the public health, safety and welfare of the people and economy of the City of Santa Clara;

WHEREAS, Section 7583 et seq. of Title 17 of the California Code of Regulations for cross-connections specifies the minimum requirements for backflow prevention devices that must be installed to protect the public drinking water system from contaminants;

WHEREAS, the City of Santa Clara (City) incorporates the requirements of Title 17 in the Water Service and Use Rules and Regulations (Rules and Regulations);

WHEREAS, the City of Santa Clara wishes to clarify the implementation of Title 17 and other requirements of the Rules and Regulations for new development projects;

WHEREAS, Section 2 of Article X of the California Constitution and Section 100 of the California Water Code declare that the general welfare requires water resources be put to beneficial use, waste or unreasonable use or unreasonable method of use of water be prevented, and conservation of water be fully exercised with a view to the reasonable and beneficial use thereof;

WHEREAS, Section 7 of Article XI of the California Constitution declares that a city or county may make and enforce within its limits all local, policy, sanitary, and other ordinances and regulations not in conflict with general laws;

WHEREAS, the adoption and enforcement of the updates to the Rules and Regulations is necessary to protect and manage the City's potable water supply, water distribution system and ensure a reliable and sustainable minimum supply of water for the public health, safety and welfare; and,

WHEREAS, the City Council has reviewed the updated Rules and Regulations and the information accompanying the Report to Council concerning the proposed updates.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the findings set forth above are hereby adopted

2. That the updated Water Service and Use Rules and Regulations presented in the presented in the accompanying Report to Council and attached hereto in final form, are hereby adopted. The City Council also hereby renames the Water Service and Use Rules and Regulations to the "Potable and Recycled Water System Rules and Regulations."

3. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ___ DAY OF _____, 2024, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Updates to the City's Water Service and Use Rules and Regulations (clean copy)
S:\Attorney\RESOLUTIONS\Form Resolution-City.doc

WATER SERVICE AND USE
RULES AND REGULATIONS

CITY OF SANTA CLARA

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WATER SERVICE AND USE
RULES AND REGULATIONS

CITY OF SANTA CLARA

1. GENERAL STATEMENT AND DEFINITIONS

1.A ESTABLISHMENT OF RULES AND REGULATIONS

The following rules and regulations, rates and charges governing Water Service furnished by the City of Santa Clara, California are hereby established.

1.B GENERAL STATEMENT

The City of Santa Clara shall furnish Water Service including distribution Main extensions in accordance with Municipal Services Division Rules and the regulations hereinafter set forth, and in accordance with all other applicable ordinances, to any property within the corporate limits of the City and to such areas outside the City limits as the City Council may designate.

All water used must be taken through a water meter unless a permit is first obtained in compliance with the regulations contained in these Rules and Regulations.

Applications for service to Premises for which a Service Connection has already been installed may be made in accordance with the Municipal Services Division Rules and Regulations, which are incorporated herein by reference as though set forth in full. Such applications will signify the Customer's willingness and intention to comply with all applicable Rules and Regulations and rates duly adopted, and to make payment for Water Service rendered.

1. GENERAL STATEMENT AND DEFINITIONS (Continued)

If application is made for service to property where no Service Connection has been installed, but a distribution Main is adjacent to the property, the applicant, in addition to making application for service, shall comply with the regulations governing the installation of Service Connections. Where an extension of the distribution Main is necessary or a substantial investment is required to furnish service, the applicant shall be informed by the City of the applicable provisions of the Code and these Rules and Regulations governing the extension of distribution Main and facilities.

1.C WATER USE RESTRICTIONS AND PROHIBITIONS

The following list of Water Use Restrictions and Prohibitions are specific measures which prevent water waste and achieve reasonable, yet substantial, reductions in water use by all users in the City.

The following uses of water are prohibited by the City:

(a) Wasting water, which includes but is not limited to, the flooding or runoff on City sidewalks, gutters, and streets.
(b) Cleaning of sidewalks, driveways, patios, parking lots, or other paved or hard-surfaced areas.
(c) Washing cars, buses, boats, trailers, or any vehicle by use of a hose unless that hose is fitted with an operating automatic shut-off valve.
(d) Water waste due to broken or defective plumbing, fire system, irrigation system, or any appurtenance thereto; or to open or to leave open any stopcock or faucet so as to permit water waste.
(e) Service of water by any restaurant unless requested by a patron.
(f) Installation of a single-pass cooling system.
(g) Installation and/or use of a non-recirculating, decorative fountain.
(h) Construction of a non-recirculating conveyor car wash.
(i) Watering lawns during or within 48 hours after measureable precipitation.
(j) Irrigating ornamental turf on public street medians
(k) Irrigation of landscapes outside of newly constructed homes and buildings in a manner inconsistent with regulations or other requirements established by the California Building Standards Commission and the Department of Housing and Community Development.
(l) Irrigation between the hours of 9AM and 6PM

In addition to the above water use prohibitions and to promote efficient water use, hotels/motels shall provide guests with the option of choosing not to have towels and linens laundered daily. Notice of this option shall be displayed prominently in each guestroom using easily understood terms and language.

1. GENERAL STATEMENT AND DEFINITIONS (Continued)

1.D INCORPORATION OF MUNICIPAL SERVICES DIVISION RULES AND REGULATIONS

These Rules and Regulations hereby incorporate by reference all Rules and Regulations of the Municipal Services Division of the Department of Finance of the City of Santa Clara. Rules governing the establishment of credit, rendering and payment of bills, financial aspects of temporary service or discontinuance of service for water are contained in the Municipal Services Division Rules and Regulations.

1.E DEFINITIONS

Terms appearing with an initial letter capitalized, are defined terms. The definitions set forth in the Rules and Regulations for the Municipal Services Division, Department of Finance, are incorporated by reference as set forth in full, and those definitions are not repeated here; reference should be made to Section 1.B of Municipal Services Division Rules and Regulations. Unless the particular provision or context otherwise requires, the definitions and provisions contained in the Water Service and Use Rules and Regulations Section 1.E. and the Municipal Services Division Rules and Regulations Section 1.B, shall govern the construction, meaning, and application of words and terms used in these Rules and Regulations. The singular of a word or term shall include the plural and the plural shall include the singular. Such words or terms as defined in these Rules and Regulations Section 1.B shall be initially capitalized when used in context of these Rules and Regulations.

Backflow: The reverse flow of water or any other fluid or substance or any combination or mixture thereof from the Customer's system into the City's water distribution system.

Backflow Prevention Device: A City-approved device that prevents Backflow into the City's water distribution system.

Best Management Practice ("BMP"): A policy, program, practice or rule aimed at more efficient use or conservation of the water resources of the City and State.

City: The City of Santa Clara, California, acting through its elected officials or its duly authorized officers, employees, agents, or fictitious business names.

City Equipment: Any property, facility, apparatus, or material associated with providing one or more Utility Services including, but not limited to, City's electric distributions system, water distribution system, pipes, ducts, conduits, valves, meters, backflow prevention devices, transformers, protective devices, wiring,

1. GENERAL STATEMENT AND DEFINITIONS (Continued)

switches, meters and other appurtenances required to provide a Utility Service to Customer's Premises.

City Employee: Any authorized City employee, agent or representative.

City's Operating Convenience: The utilization of facilities or practices which contribute to the overall efficiency, safety or reliability of the water utility operations. City's Operating Convenience does not refer to Customer convenience or adoption of practices required to comply with applicable ordinances, rules and regulations, or similar requirements of public authorities.

City's Water System: The water supply and distribution system and all appurtenances thereto owned and operated by the City, including all Service Connections to the City's water mains.

City Code: The Code of the City of Santa Clara, California.

Commercial Service: Provision of water to Premises where the Customer is engaged in trade.

Cross-Connection: Cross-connection means an unprotected actual or potential connection between a potable water system used to supply water for drinking purposes and any source or system containing unapproved water or a substance that is not or cannot be approved as safe, wholesome, and potable. Bypass arrangements, jumper connections, removable sections, swivel or changeover devices, or other devices through which Backflow could occur, shall be considered to be cross-connections.

Customer: The Person, Persons, firm, association, governmental agency, corporation or other legal entity who use, are entitled to use, or benefit from the use of City of Santa Clara Utilities.

Domestic Service: Water Services to single- or multiple-dwelling Premises for use by residents and residential associations, including water for irrigation and other similar and customary purposes.

Fire Service - Private: Provision of water to Premises for automatic fire sprinkler service.

Fire Service - Public: Public fire protection service through fire hydrants connected to the water distribution system and made available to the City Fire Department.

Industrial Service: Provision of water to Premises for use in manufacturing or processing activities.

1. GENERAL STATEMENT AND DEFINITIONS (Continued)

Main Extensions: Extension of distribution pipelines, exclusive of Service Connections, beyond existing facilities.

Mains: Distribution pipelines, which are used to service the general public, and are located in streets, highways, public rights of way or easements through private lands.

Meter Rate Service: Provision of water in measured quantities through metered service.

Municipal Or Public Use: Provision of water to municipal departments or for other public uses.

Owner: Property or building Owner and authorized agents

Service Connection: The connection of City of Santa Clara water, sewer or electric equipment to Customer equipment for the purpose of providing Utility Services. This includes, but is not limited to, all or any portion of the water pipe and appurtenances, including the meter, between the City distribution line and an individual Customer's system. All or any portion of the water pipe and appurtenances, including meter, between the City distribution line and an individual Customer's system.

Service Order: Customer request for the connection or discontinuance of Water Service.

Tamper: To rearrange, bypass, damage, alter, interfere with, break, prevent normal function of equipment in any way, prevent access to equipment, or hinder a City Employee in the performance of their duties.

Temporary Water Service: Service for an enterprise or activity which is temporary in character, where it is known in advance that service will be of limited duration, or the permanency of which has not been established.

Total Cost: The sum of all fully located expenses including overheads, all labor, material and use of City Equipment to complete a particular repair or addition to the system, and the cost of associated resources consumed.

Utility Connection Point: Point of delivery determined by the City Water Department.

Water Service: Provision of water, either potable or recycled, to property or Premises through a Service Connection.

2. NOTICES

2.A NOTICES TO THE CUSTOMER

Notice, under and pursuant to the effective Rules and Regulations of the City, from the City to a Customer may be given by written notice, either delivered by the City or properly enclosed in a sealed envelope and deposited in any United States Post Office postage prepaid, addressed to the Customer's last known address.

2.B NOTICES TO THE CITY

Requests for permits or licenses pursuant to the effective Rules and Regulations of the City and notices from any Water Service Customer to the City regarding a relocation of Water Service, an increase in size of Water Service, or any material change either in the amount or character of appliances or equipment installed upon the Premises may be presented by the Customer or authorized agents, in person, or sent to:

City of Santa Clara
Water and Sewer Utilities
1500 Warburton Ave.
Santa Clara, CA 95050

3. CONTRACTS

3.A Contracts will not be required as a condition prior to Water Service except:

3.A.1 As conditions in the regular schedule of rates approved or accepted by the City;

3.A.2 As may be required for water extensions for Temporary Water Service or speculative projects;

3.A.3 As may be required for construction purposes as a condition prior to Water Service;

3.A.4 Any Customer Application for Water Service which in the judgment of the City is not a standard practice;

3.A.5 A contract may be required for special operating conditions or other circumstances as may be required for the City's Operating Convenience.

4. APPLICATION FOR WATER SERVICE

4.A SERVICE ORDER APPLICATIONS

Application is required by the Municipal Services Division Office when Water Service is desired. By applying for any Water Service, an applicant indicates their willingness and intention to comply with these Rules and Regulations, and applicable rates. Application for Water Service does not in itself bind the City to serve any applicant except under reasonable conditions as determined by the City, nor does it bind the applicant to take Water Service for a longer period than the minimum requirements of the appropriate rate schedule(s).

Applications for residential, commercial, and industrial service will be accepted by telephone or in person at the Municipal Services Division.

4.B CHANGES IN WATER SERVICE

When a Customer intends to make any material change either in the amount or character of the equipment installed upon the Premises to be supplied with water by the City, the Customer shall immediately provide written notice to the City Water Utility. Failure to comply may result in a discontinuance of Water Service without notice.

Customer will be liable for damages to City Equipment and facilities resulting from the Customer's failure to provide written notification to, and approval of, the City Water Utility prior to the addition of water demand.

Customer may be subject to reassessment of rate schedule qualification as provided by these Rules and Regulations.

5. RATES

5.A **RATES**

The rates to be charged by and paid to the City for Water Service shall be the rates legally in effect and on file with the City Clerk, where they shall be available for public inspection.

5.B **TEMPORARY RATE SCHEDULE**

An Applicant for Water Service may be assigned a temporary rate schedule until qualification parameters for a customary rate schedule are met. The qualification period shall not exceed twelve (12) months and any change in rate schedule due to new Water Service qualification will apply retroactive to the date of qualification under applicable rate schedule then in effect. The selection of the temporary rate shall be made by the Municipal Services Division and based on historical usage for the Premises, historical usage of the Customer, (an estimate if historical usage is not available), or as provided for by these Rules and Regulations.

5.C **ESTABLISHMENT OF NEW OR OPTIONAL RATES**

If the City adopts new or optional schedules or rates, the City shall take such measures as may be reasonable to advise those of its Customers who may be affected by the change.

In the case where the City adopts new rate schedules, which allows a Customer to qualify for more than one rate or schedule, the Customer may request which applicable rate or schedule is desired. Upon request, the Municipal Services Division shall assist the Customer to select the most appropriate rate or schedule, or in the absence of a request, the Municipal Services Division shall have the authority to make the selection based on the available information.

5.D **REASSESSMENT OF RATE SCHEDULE QUALIFICATION**

A Customer may request a reassessment of their qualification for a particular rate schedule. A change to a different applicable schedule, as approved by the Municipal Services Division, shall become effective for service rendered after the next regular meter reading following the date of approval by the City. The effective date may be delayed if a change in Water Service hardware, watermeter or other associated equipment is required. Notices shall be served as indicated in Water Service and Use Rules and Regulations Section 2 herein.

5.E **SERVICE BY FACILITIES PURCHASED FROM OTHER UTILITIES**

Where the City has purchased Water Service facilities from other water utilities, the Customer shall be placed on the applicable City rate schedule.

6. METER TEST AND ADJUSTMENT OF BILLS FOR METER ERROR

6.A **METER TEST**

Each meter will be tested at regular intervals which shall be determined by the Water Utility. In no case shall the interval between tests exceed 20 years.

6.B **METER TEST - CUSTOMER REQUEST**

6.B.1 Any Customer may, after giving not less than one (1) week's notice, request the City to test the meter serving his/her Premises.

6.B.2 Except as provided herein, the City may require from the Customer a fee to cover the cost of the test.

6.B.3 The fee will be refunded to the Customer if the meter is found, upon test, to register more than two (2%) percent fast under conditions of normal operation. The deposit will be retained by the City to cover test costs if the meter is less than two (2%) percent fast. The Customer will be notified, not less than five (5) days in advance of the time and place of the test.

6.B.4 A Customer shall have the right to require the City to conduct the test in his presence, or in the presence of his representative. A written report giving the results of the test will be supplied to the Customer within ten (10) days after completion of the test.

6.C **ADJUSTMENT OF BILLS FOR METER ERROR**

6.C.1 Fast Meters

When, as a result of any test, a meter is found to be registering more than two (2%) percent fast, under conditions of normal operation, the City will make necessary adjustments to the Customer's bill (credit or charge) to correct the overcharge based on corrected meter readings (0% greater than actual consumption) for the period in which the meter was in use in accordance with Municipal Services Division Rules and Regulations Section 6.H.3.

6.C.2 Slow Meters

6.C.2.(a) Upon testing, if a meter under normal conditions is found to register less than ninety-eight percent (98%) of the actual consumption, Municipal Services Division may bill the Customer for the undercharge based on the corrected meter

6. METER TEST AND ADJUSTMENT OF BILLS FOR METER ERROR (Continued)

readings (100% actual consumption) for the period in which the meter was in use in accordance with Municipal Services Division Rules and Regulations Section 6.H.3.

6.C.2.(b) Upon testing, a meter used for other than domestic service is found to register less than ninety-eight percent (98%) of the actual consumption, Municipal Services Division may bill the Customer for the undercharge based upon the corrected meter readings (100% actual consumption) for the period in which the meter was in use in accordance with Municipal Services Division Rules and Regulations Section 6.H.3

6.C.3 Non-Registering Meters

Municipal Services Division may bill the Customer for water consumed while the meter was not registering. At Municipal Services Division's option, the bill will be computed on an estimate of consumption based on the Customer's use during the same season of the preceding year or based on an alternate method of estimation determined by Municipal Services Division, which includes, but is not limited to, the City's experience with Customer's usage on the same rate schedule; and the general characteristics of the Customer's operations.

7. APPEAL FROM THE APPLICATION, REQUIREMENTS, OR INTERPRETATION OF THESE RULES AND REGULATIONS

7.A Unless California law, this Code, or an ordinance or resolution of the City prescribes an alternative procedure, any Customer may request an appeal from an interpretation, requirement or application of the Rules and Regulations. The appeal may be made by submitting a written Request for Appeal to the Director of Water and Sewer Utilities. Upon receipt of a Request for Appeal, the Director shall review the request and notify the appellant in writing of his/her decision within forty-five (45) days of the request. Appeal from the application, requirements or interpretation of the Municipal Services Division Rules and Regulations shall be made in accordance with those Rules and Regulations.

7.B A Customer may further appeal the Director's determination regarding the appeal from the application, requirements, and/or interpretation of these Rules and Regulations to the City Manager. Such a subsequent appeal must be made in writing and received by the City Clerk within seven (7) calendar days after receipt of the written decision by the Director.

7.C The appeal to the City Manager shall consist of a written notice of the appeal, written details explaining the grounds on which the appeal is based, and the payment of an appeal fee of twenty-five dollars ($25.00) or an amount otherwise modified or set from time to time by resolution of the City Council.

7.D The appeal to the City Manager shall be heard within forty-five (45) days from the filing of said notice. If an address is not provided in the notice of appeal, such notice need not be given to the Customer.

7.E Written notice of such hearing informing the appellant of the date and time of the hearing shall be personally served upon the appellant, or on any person employed in the place where the business in question, or activity, is maintained. If service cannot be made in the foregoing manner, then a copy of such notice may be mailed to the appellant at his or her place of business or his or her last address known to the City Clerk, at least five (5) days prior to the hearing. The time of such notice may be shortened by the City Manager with the written consent of the appellant.

7.F At the hearing, an opportunity will be afforded to the appellant and the City to make statements for the record regarding the facts in dispute and the circumstances surrounding the matter being appealed. A record of the hearing will be established.

7.G The City Manager shall render his/her decision within forty-five (45) days after the conclusion of said hearing. In his/her decision, the City Manager may reverse, set aside, affirm, amend or modify the decision of the Director. The decision of the City Manager shall be final insofar as the administrative hearing process is concerned.

8. CITY DISTRIBUTION SYSTEM ON CUSTOMER PREMISES

8.A NEW DEVELOPMENTS

8.A.1. Prior to submitting any projects for Water Service, the Developer shall submit a site plan showing all existing utilities, trees, structures and easements to the Water Utility. Developer shall then contact City Electric Department and Water Utility for requirements and prepare the site plan resolving coordination of all utilities. Charges for new Service Connections are payable in advance and shall be in accordance with applicable sections of the City Code.

8.A.2 Most Water Service Connections will normally be furnished and installed by City between the street curb and the property line.

8.A.3 Subject to the approval of the Director of Water and Sewer Utilities, and providing there is no depressed-grade condition planned or existing on the Premises, water needs may be served by an on-site water distribution system and individual meters installed (either by City or Developer) and maintained by City in an easement (minimum width 15 feet) granted for that purpose. Developer must contact the Water Utility for the water infrastructure design criteria prior to designing the on-site utilities.

8.A.4 All trees, existing and proposed, shall maintain a minimum clearance of 10 feet from any existing or proposed Water facilities. Existing trees that conflict will have to be removed. Trees shall not be planted in water easements or public utility easements.

8.B RELOCATION OF EXISTING FACILITIES

Any relocation of existing City facilities shall be paid for by the requesting party.

8.C RIGHTS OF WAY

Water easements shall be provided by Customer for all City water utility facilities. City will determine the location of easements and prepare document(s) at customer's expense, for Customer's signature, unless easements are dedicated on a Tract or Parcel map.

9. ACCESS, INTERFERENCE, TAMPERING, AND THEFT

9.A CITY RIGHT OF ACCESS

The City shall have immediate and unhindered access, without notice, to and from a Customer's Premises for any purpose reasonably connected with the furnishing of Water Services, including but not limited to the abatement of water waste, inspection, reading, testing, maintenance, removal, and replacement of City Equipment. The Water Utility and Municipal Services Division jointly and singly retain the authority to enforce these provisions.

When access is not immediate and unhindered, the City may issue citations with the following graduated levels: notice of denied access, warning of impending citation, citation, warning of impending civil/criminal action, or any other enforcement remedy provided for in the City Code. The City may require the Customer to provide, without cost to the City, a new approved location for equipment or to re-establish the immediate and unhindered access to the previously approved location.

9.B WORK OUTSIDE CITY'S OPERATING CONVENIENCE

When requested by the Customer, and where circumstances permit some flexibility in scheduling of necessary repairs or improvements, the City may at its sole option perform the work during other than normal City working hours for the increased convenience of the Customer, providing that the Customer acknowledges in writing, prior to the performance of said work, their willingness to pay for any costs incurred by the City as a result of performing said work at other than during normal City working hours.

9.C INTERFERENCE

Any person preventing or interfering with any City Employee in the lawful discharge of duties is subject to penalties, prosecution, and punishment.

9.D TAMPERING

To rearranging, bypassing, damaging, altering, breaking, preventing normal function of equipment in any way, or preventing access to Service Connection or other City owned facilities may be considered Tampering. It shall be unlawful for, and the City may immediately discontinue Water Service and bring a criminal action against, any person, firm, corporation or association that commits, authorizes, solicits, aids, abets or attempts to:

9.D.1 Change the intended course or path of Water Services without authorization from the City.

9. ACCESS, INTERFERENCE, TAMPERING, AND THEFT (Continued)

9.D.2 Make, or cause to be made, any connection or restoration with property owned or used by the City to provide Water Services.

9.D.3 Prevent any water meter, or other device used to determine the amount of water consumed by a Customer, from accurately performing its measuring function.

9.D.4 Tamper with, or otherwise access without permission from the City Water Utility, any property owned or used by the City to provide Water Services.

9.D.5 Use or receive the Water Service without consent of the City or payment of all lawful charges.

9.E FRAUD

The City may discontinue the Service Connection without notice if a Customer's actions or the conditions of the Premises indicate the Customer's intent to defraud the City.

9.F LIABILITY, PENALTY, PROSECUTION AND PUNISHMENT FOR VIOLATION

9.F.1 Legal liability and responsibility, for violation of these Rules and Regulations, lies with the Customer of record and/or any additional recipient who benefits from the Water Service.

9.F.2 For violation of the Rules and Regulations set forth regarding interference, Tampering or theft, the City shall levy a charge set forth in the City of Santa Clara Municipal Fee Schedule, adopted by resolution of the City Council.

9.G CIVIL ACTION

In any civil action brought, the City may recover three times the amount of actual damages, plus the cost of the suit, reasonable attorney's fees and any other amounts allowed by law. In addition, the City may bring an action to enjoin and restrain any violation of these Rules and Regulations.

10. TEMPORARY WATER SERVICE

Temporary water service, as herein considered, refers to service of a temporary nature or of questionable permanency. The City shall, if no undue hardships result therefrom, furnish temporary service under the following conditions:

10.A TIME LIMIT

Temporary Service Connections shall be disconnected and terminated within twelve (12) months after installation unless an extension of time is granted in writing by the City. (See Chapter 31, Article II of the City Code for rules and regulations concerning temporary service from fire hydrants.)

10.B CHARGE FOR WATER SERVED

Charges for water furnished through a temporary water Service Connection shall be at the established rates for regular Customers.

10.C INSTALLATION CHARGE AND DEPOSITS

The applicant for temporary service will be required:

10.C.1 To pay to the City in advance the estimated cost of installing and removing all facilities necessary to furnish such service, unless other arrangements are approved by the City Council. If service is supplied through a fire hydrant and hydrant meter, the applicant will be charged in accordance with the established rate schedule in effect at the time application is made.

10.C.2 To deposit with the Municipal Services Division an amount sufficient to cover bills for water during the entire period such temporary service may be used, and as set forth in the City's Municipal Fee Schedule service deposits in effect at the time.

10.C.3 Nothing in these Rules and Regulations shall limit or affect the right of the City to collect from the Customer any other or additional sums of money which may become due and payable to the City from the Customer by reason of the Temporary Water Service furnished or to be furnished. The City may refuse Water Service if, in the judgment of the City, unsafe or hazardous conditions exist.

10.D REFUNDS

A refund of the Temporary Water Service deposit less applicable fees or charges will be applied to the Temporary Water Service closing bill. An Owner of a Premises, executive officer of corporation, or business, with an unpaid closing bill

can transfer the outstanding balance to any existing or future accounts without regard to Customer class.

10.E **TEMPORARY WATER PERMIT**

10.E.1 Any person or company desiring to use water drawn from a fire hydrant for the purpose of spraying, jetting or dust control or for any other reason must first obtain a temporary water permit by applying to the Water Utility. (See Section 17.E.)

10.E.2 It is specifically prohibited to operate the valve of any fire hydrant other than by the use of a spanner wrench designed for this purpose.

11. SHORTAGE OF SUPPLY AND INTERRUPTION OF DELIVERY

11.A The City will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of Water Services to the Customer, but does not guarantee continuity or sufficiency of supply. The City will not be liable for any damage resulting from the interruption, shortage, or insufficient supply of Water Services to the Customer.

11.B The City will have the right to suspend temporarily the delivery of Water Service whenever necessary to make repairs or improvements to its system. Reasonable notice, as circumstances permit, will be given to the Customers, and the repairs or improvements will be completed as rapidly as possible during normal City working hours, and where possible, with the least inconvenience to the Customers.

11.C If a shortage of supply occurs, the City will make an apportionment of the available supply of water among Customers as ordered or directed by the City Council. In the absence of an order or direction by the City Council, the City Manager will apportion the available supply of water among Customers in a reasonable manner.

12. DESCRIPTION OF STANDARD WATER SERVICE

12.A NUMBER OF SERVICES TO SEPARATE PREMISES

Separate Premises under single control or management shall normally be supplied through a single Service Connection. The Customer may request separate individual services, whereupon the City shall evaluate Customer's request and, at City's option, may provide separate services.

12.B SERVICE TO MULTIPLE UNITS

Separate residential houses, apartments or other multi-family accommodations, or business establishments on the same Premises or on adjoining Premises under a single control or management may be served by either of the following methods, at the option of the City, taking into consideration the Customer's preference:

12.B.1 Through a single metered Service Connection to the entire Premises, as provided in Rate Schedule.

12.B.2 Through separate metered Service Connections to each or any group of units, provided that the system from each service is independent and not interconnected with any others.

12.C SINGLE METER SERVICE TO MULTIPLE TENANTS/UNITS

When separate domestic and/or commercial services are served on the same Premises through a single-metered Service Connection, the Owner may resell water to tenants of the Premises at rates identical with the rates of the City that would apply if that Water Service was supplied to the individual tenants or units directly by the City, regardless of the rate the Owner is charged, provided the Owner complies with either 12.C.1(a) or 12.C.1(b). Within thirty (30) days upon written request by the City, the Owner must submit four (4) consecutive quarterly water billing summaries to the City for compliance auditing purpose.:

12.C.1(a) Water is separately metered to the individual tenants or units.

12.C.1(b) Water is not separately metered. The Owner shall be responsible for purchase of all water used for landscape irrigation and other common area uses. The tenants shall receive separate bills for the water used by the tenants alone without any incremental charges (service or handling) billed to tenants' accounts. For residential accounts, the charge to the tenants for water shall be derived from a consistent formula for allocation that includes the number of individuals in each household (e.g., 100% occupancy or 50% occupancy and 50% square footage). For non-residential master-metered accounts, the amount allocated to each tenant shall be consistently calculated based on a formula that includes a

12. DESCRIPTION OF STANDARD WATER SERVICE (Continued)

reasonable standard for water use at each business type and square footage of each tenant's unit.

12.C.2 The charge to the tenants for such water is absorbed in the rental charges for that individual tenant or unit with no separate identifiable charge for water, and the rent does not vary with water consumption.

12.C.3 If water is resold otherwise than provided for above, the City may Discontinue service to the Owner, or furnish water directly to the individual tenants or units through separate meters installed at the sole cost of the Owner.

12.C.4 The responsibility for payment for all Water Services furnished to individual tenants or units on the same Premises, under these Rules and Regulations and supplied through a single Service Connection, shall be the obligation of the Owner. It shall further be the responsibility of the Owner to inform individual tenants or units of the method of metering Water Services. The City will have no contractual relationship with tenants of individual units, where a Customer receives service through a single metered connection, nor a relationship created by payments made directly to the City on behalf of the Owner by tenants or other third parties.

12.C.5 As a condition of service for single metered service, the Owner has agreed to be governed by the applicable City Rules and Regulations. As a further condition of service for single metered service, the Owner has agreed that the City may inspect and examine the Owner's billing procedures from time to time to determine that such service is made in accordance with these Rules and Regulations, or as otherwise may be authorized by the City.

13. RESPONSIBILITY FOR EQUIPMENT AND PROTECTIVE DEVICES

13.A RESPONSIBILITY FOR EQUIPMENT

13.A.1 The Customer shall, at the Customer's risk and expense, furnish, install and keep in good and safe condition equipment and suitable housings that may be required for receiving, controlling, applying and utilizing water, regardless of the location of the meters, or other City Equipment, and the City shall not be responsible or liable for any loss or damage caused by the improper installation of such water equipment, or the negligence, want of proper care or wrongful act of the Customer or of any of the Customer's tenants, agents, employees, contractors, licensees or permitees in installing, maintaining, using, operating, Tampering, or interfering with such equipment. The City shall not be responsible or liable for damage to Customer's property and/or equipment, either when the water is turned on originally or when turned on after a temporary shutdown, during normal operating conditions, times of local or system trouble and/or after Restoration. The City shall not be responsible or liable for damage to, or the failure of, any component of the Customer's equipment due to a defect in Customer's equipment or failure to maintain adequate protection as described in these Rules and Regulations.

13.A.2 The Customer shall exercise reasonable care to prevent City Equipment on the Customer's Premises from being Tampered or interfered with, damaged, or destroyed. The Customer shall be liable for damage to City Equipment arising from negligence, want of proper care, or wrongful act of the Customer or Customer's tenants, agents, employees or contractors. If any defect is discovered by the Customer, the Customer shall promptly notify the City.

13.B PROTECTIVE DEVICES

13.B.1 It is the Customer's responsibility to furnish, install, inspect and keep in good and safe condition at that Customer's own risk and expense, all appropriate protective devices of any kind or character, which may be required to properly protect the Customer's facilities and equipment from any event caused without negligence by the City or from any event caused by another Customer. The City is not responsible or liable for any loss or damage occasioned or caused by the negligence, or wrongful act of the Customer, or of any of that person's agents, employees or licensees in omitting, installing, maintaining, using, operating or interfering with any such protective devices.

13. RESPONSIBILITY FOR EQUIPMENT AND PROTECTIVE DEVICES (Continued)

13.B.2 It is the Customer's responsibility to select and install such protective devices as may be necessary to coordinate properly with the City's protective devices to avoid exposing other Customers to unnecessary water service interruptions. Failure to provide appropriate protective devices or to properly coordinate said equipment with the City's protective devices may result in discontinuance of Water Service.

14. SERVICE CONNECTIONS AND METERS

14.A SERVICE CONNECTIONS

Water Service Connections will be installed in the size and at the location desired by the applicant where such requests are reasonable. Service Connections will be made only to property abutting on public streets or to such distribution Mains as may be constructed in alleys or rights-of-way at the convenience of the City. Service Connections installed in the new subdivisions prior to the construction of streets or in advance of street improvements must be accepted by the applicant in the installed location. Charges for new Service Connections are payable in advance and shall be in accordance with applicable sections of the Code.

14.B METERS

14.B.1 When an authorized service entrance has been established, meters will normally be furnished and installed between the curb and the property line. The charges for meters shall be in accordance with applicable sections of the Code.

14.B.2 No rent, or other charge, will be paid by the City for a meter or other facility, including housing and connections, located on a Customer's Premises.

14.B.3 All meters will be sealed by the City at the time of installation, and no seal shall be Tampered with or broken by the Customer at any time thereafter.

14.B.4 The City reserves the right to meter any and all services and to apply the established metered rates to the quantity of water measured by them.

14.C CHANGES IN LOCATION OF METERS AND SERVICE CONNECTIONS

Meters or services moved for the convenience of the Customer will be relocated at the Customer's expense. Meters or services moved to protect the City's property will be moved at the City's expense.

14.D CHANGES IN SIZE OF METER

Upon request of a Customer, the size of an existing meter may be changed. Charges for meter changes shall be made by applying the rates shown in the Code to the applicable situation as follows:

14. SERVICE CONNECTIONS AND METERS (Continued)

14.D.1 When an existing meter is replaced in size by a larger meter, the Customer shall be given a credit for the rate established for the existing meter. Said credit shall be applied against the rate established for the larger meter, and the differential cost shall be paid to the City by the Customer.

14.D.2 When an existing meter is replaced in size by a smaller meter, the Customer shall be given a credit for 70% of the rate established for the existing meter. Said credit shall be applied against the rate established for the smaller meter and the differential cost, if any, shall be paid to the City or refunded to the Customer as the case may be.

14.E **OWNERSHIP**

The Service Connection, whether located on public rights-of-way or easements through private property, is the property of the City, and the City reserves the right to repair, replace and maintain it, as well as to remove it upon discontinuance of service.

14.F **MAINTENANCE**

The Service Connection, including the meter and the meter box, will be repaired and maintained by the City at its expense except for damages as set forth in Section 13. The City is not responsible for the installation and/or maintenance of water lines beyond the end of its Service Connections and/or meter.

14.G **SPLIT SERVICE CONNECTIONS**

The City, in several locations, has installed in residential subdivisions two meters on a common service, known as a “split service.” In the event that a Customer wishes a single service to replace the split service, the charges will be in accordance with the City Code for a new 1" service including street opening fees.

15. MAIN EXTENSIONS

15.A EXTENSIONS

Main extensions and Service Connections for Applicants, sub-dividers or property developers shall be made in accordance with the applicable provisions of the Code.

15.B RIGHT TO CHANGE POLICY

It is understood that the policy stated herein may be changed by the City Council at such time or times as it may deem advisable or necessary. In no instance is this policy to apply retroactively to any subdivision, development, or Service Connection previously approved by the City Council and for which an agreement covering Water Service has been executed.

16. AUTOMATIC FIRE SERVICE

16.A PURPOSE

An automatic fire Service Connection of 4" diameter or larger, up to the size of the connected Main, will be furnished only if adequate provision is made to prevent the use of water from such Service Connection for purposes other than fire extinguishing.

16.B REQUEST AND APPLICATION

16.B.1 All requests for automatic fire Service Connection shall be referred to the Water Utility.

16.B.2 A location map with a job title and the date the service is needed shall accompany each request.

16.B.3 The contractor or Owner shall make application for the fire service at the Utilities Office.

16.C INSTALLATION CHARGES

The applicant will be required to make payment of the fees as specified in the Code for the automatic fire service in advance of installing the Service Connection.

16.D QUANTITATIVE CHARGES

16.D.1 Water for Fires

No charge will be made for water used to extinguish fires.

16.D.2 Water for Fire Storage Tanks

Occasionally water may be obtained from an automatic sprinkler service for filling a storage tank connected with fire service, but only if written permission is secured from the Water Utility in advance and an approved means of measurement is available. The rates for general use will be applied.

16.D.3 Other

Water lost through leakage or in unauthorized testing or used in violation of these Rules and Regulations shall result in an imposition of regular Water Service rates on the fire service account for a minimum of three billing cycles or longer, until such time as illicit use of water through the fire Service Connection is discontinued.

16. AUTOMATIC FIRE SERVICE (Continued)

16.E VIOLATION OF AGREEMENT

If water is used from a fire service in violation of the agreement or of these Rules and Regulations, the City may, at its option, discontinue and remove the service.

16.F OWNERSHIP OF CONNECTION

The Service Connection and all equipment appurtenant thereto shall be the sole property of the City, and no part of the cost thereof will be refunded to the applicant.

16.G PRESSURE AND SUPPLY

The City assumes no responsibility for loss or damage because of lack of water or pressure and merely agrees to attempt to furnish such quantities and pressures as are available in its general distribution system. The service is subject to shutdowns and variations required by the operation of the system or due to accidents beyond the ability of the City to control.

16.H RATES

Monthly charges furnished for automatic fire sprinkler service shall be at the established rates.

17. FIRE HYDRANTS

17.A USE OF AND DAMAGE TO FIRE HYDRANTS

No person or persons, other than those designated and authorized by proper authority, shall open any fire hydrant, attempt to draw water from it or in any manner damage or Tamper with it. Any violation of this regulation is punishable by law, and in accordance with City Code.

17.B INSTALLATION OF FACILITIES ON PRIVATE PROPERTY

Fire hydrants and other facilities will be installed for use on private Premises by the City under agreement entered into by the parties concerned and the City.

17.C MARKING OR COLOR CODING OF HYDRANTS

17.C.1 Public Hydrants

All public hydrants including, but not limited to, hydrants which are municipally installed, operated, controlled and maintained shall have white barrels or bodies with the color coding, marking, or stenciling as required by the State Fire Marshal.

17.C.2 Private Hydrants

All private hydrants shall have the barrel, top, and nozzle caps painted "safety yellow" to distinguish them from public hydrants.

17.D MODIFICATION OR RELOCATION OF FIRE HYDRANTS

If a property Owner, or other party of a developed or redeveloped Premises, desires a change in the size, type or location of an existing fire hydrant, said Owner or other party shall bear all costs of such changes, without refund. If a fire hydrant is installed by the City which precedes the development of the Premises and the location of said fire hydrant interferes with the development of the Premises, the City, at its sole expense, shall move the existing fire hydrant to a new location on the Premises. Any change in the location of a fire hydrant must be approved by the Fire Chief.

17. FIRE HYDRANTS (Continued)

17.E **WATER FROM FIRE HYDRANTS**

17.E.1 Permit to Extract Water Required

It shall be unlawful for any person to take water from any City fire hydrant, except the City Fire Department, without first obtaining a permit and complying with the regulations contained in these Rules and Regulations.

17.E.2 Application; Issuance and Deposit

After application to and approval of the Water Utility, permits required by the preceding section will be issued by the Municipal Services Division Office upon application and payment of a deposit, a portion of which is non-refundable. (The refundable portion of a deposit is not normally required of other public agencies or utilities.)

17.E.3 Denial or Revocation

The City shall have the right to refuse or revoke any permit issued pursuant to these Rules and Regulations when the use of same results in surging or pressure complaints due to careless operation of the fire hydrant valve or for any other cause.

17.E.4 Issuance of Equipment; Manner of Extracting Water; Water Meters Generally

The applicant filing for a permit under the preceding section shall then report to the Water and Sewer Utilities corporation yard, where a portable water meter with hose adapter for connection to the City fire hydrants and a spanner wrench will be issued. No other equipment, tools or accessories shall be furnished by the City. All water used must be taken through the water meter. The permittee shall notify the Santa Clara Fire Department upon the issuance of the water meter and before the use of the hydrants. The water meter shall be immediately removed and disconnected from the fire hydrant after hydrant use has concluded. The permittee shall notify the Santa Clara Fire Department at the time the hydrant is no longer being used.

17.E.5 Reading of Water Meters and Rendering of Accounts; Water Drawn for Use Outside City

17.E.5.(a) Meters provided for in the preceding section shall be read monthly. The meter reading can be performed during working hours at the Water and Sewer Utilities corporation yard, between

the twenty-fifth and the last day of each month. Or the meter reading can be recorded on a card issued with the meter and mailed to the Municipal Services Division Office by the twentieth of each month.

17.E.5.(b) Accounts whose meters are not read during this period shall be billed the monthly minimum for a three inch (3") meter and this amount shall not be applicable as payment toward water used, either previously or thereafter. In addition to the monthly minimum, the permittee remains responsible for the full amount of water actually used. Accounts shall be billed monthly for water used at the rates established therefore by the City. Water drawn for use in projects outside the City shall be billed and paid for at one and one-half times the established City rates.

17.E.6 Return of Equipment to City; Final Billing, etc.

When water is no longer required, the water meter and other equipment shall be returned to the Water and Sewer Utilities corporation yard and checked in. The deposit, less the cost of any damage to the meter or hydrant that was used and less the final billing on water usage, shall be returned to the permittee.

17.E.7 Additional Penalty for Violation of Article; Duties of Director of Water and Sewer Utilities

In addition to the penalty provided in the City Code, any person violating any provision of the article may be required to pay two times the rate for the water taken, based on an estimate of the quantity of water taken. Such estimate shall be made by the Director of Water and Sewer Utilities.

18. POOLS AND TANKS

18.A When an abnormally large quantity of water is desired for filling a swimming pool or for other purposes, arrangements may be required prior to taking such water. Permission to take water in unusual quantities will be given only if it can be safely delivered through the City's facilities, if other Customers are not inconvenienced, and if there is no mandatory water rationing in effect at the time of the request. All water used shall be metered and billed for in accordance with prevailing rate schedules.

19. CONTROL VALVES

19.A The Customer shall install a suitable square or a tee head stop on the riser to the building (or, for multiple buildings, as close to the meter location as practicable) which will operate to control the entire water supply from the Service Connection.

19.B Operation by the Customer of the curb stop in the meter box is not permitted except in extreme emergencies. Should the Customer damage the curb stop, they shall reimburse the City for any and all cost of repair or replacement.

20. CROSS CONNECTIONS

20.A HEALTH REGULATIONS

Regulations of the California State Department of Public Health and the Drinking Water Standards of the United States Public Health Service prohibit unprotected Cross Connections between the public water supply and any unapproved source of water.

20.B CITY REQUIREMENTS

Backflow Prevention Devices shall be required at the Service Connection or at a location approved by the City for Premises receiving water from the City and falling in one or more of the following categories:

20.B.1 Premises having an auxiliary water supply;

20.B.2 Premises on which any substance is handled under pressure in such a fashion as to permit possible entry into the City's water distribution system, including water originating in the City's system that is then boosted in pressure;

20.B.3 Premises where the Customer's system has more than one Service Connection coming from different streets, or having internal Cross-Connections that cannot be permanently corrected to meet State and local standards;

20.B.4 Premises and/or Customer's systems where, in the opinion of the City or its representative, there is the potential for pollution or contamination of the City water system in the event of Backflow or back-siphonage.

20.B.5 Premises receiving Water Service other than from the City are exempt from the requirements until they receive Water Service from the City.

20.C APPROVED BACKFLOW PREVENTION DEVICES

Only approved Backflow Prevention Devices will be accepted. An approved device is any device that has been manufactured and installed in full conformance with the standards established by the Foundation for Cross-Connection Control and Hydraulic Research of the University of Southern California and that has received the approval of the City for use in Santa Clara.

20.D PLUMBING CHANGES REQUIRED

In special circumstances, when the Customer is engaged in the handling of especially dangerous or corrosive liquids or industrial or process waters, the City may require the Customer to eliminate certain plumbing or piping connections as an additional precaution and protection to the Backflow preventive devices. In making the required plumbing connections, the Customer shall comply with local or state plumbing ordinances and codes.

20.E RELIEF VALVE REQUIRED

Suitable pressure relief valves shall be installed and maintained by the Owner in accordance with the requirements of local or state plumbing codes and ordinances.

20.F BACKFLOW PROTECTION ON ADDITIONAL WATER SUPPLY LINES

Whenever Backflow protection has been found necessary on a water supply line entering a Customer's Premises, then any and all water supply lines from the City's Main entering such Premises, buildings or structures shall be protected by an approved Backflow device unless Director of Water and Sewer Utilities determines otherwise.

20.G INSPECTION OF BACKFLOW PREVENTION DEVICES

The City will be responsible for inspecting and testing all Backflow Prevention Devices, as well as making any necessary repairs identified through inspection and testing. Inspection and testing will be done on at least an annual basis. Fees for this service will be established from time to time.

20.H INSTALLATION OF BACKFLOW PREVENTION DEVICES

20.H.1 New Service Connections. At the time an application for a new service is made by a potential Customer, in accordance with City's policies and regulations, the City will review said application to determine the need for a Backflow Prevention Device on the Customer's service. If Backflow prevention is determined to be required, the Customer shall pay the City in advance in accordance with City's established installation fee schedule.

20.H.2 Existing Service Connections without Backflow Prevention Devices. The City will inspect, from time to time, the Premises of existing Service Connections that, in the opinion of the City or its representative, may require Backflow prevention. If it is determined that a Backflow Prevention Device is required, such determination by the City shall be final, and the installation of a Backflow Prevention Device shall be a condition of continued Water Service.

20.H.3 The City will install the Backflow Prevention Device and charge the Customer the entire cost of the device and its installation. If, in the opinion of the City there was no change in the land use from when the Water Service was first installed, the City may absorb the entire installation cost.

20. CROSS CONNECTIONS (Continued)

20.H.4 Upgrading the existing Backflow Prevention Device. An existing Backflow Prevention Device that, in the opinion of the City, does not provide adequate protection, shall be upgraded at the Customer's expense following the procedures in subparagraph 2 above. Upgrading may include repair, complete replacement of the Backflow Prevention Device, or correction on-site or cross-connection hazards.

20.I INSTALLATION OF FACILITIES ON PRIVATE PROPERTY

Backflow Prevention Devices may be installed on private Premises by the City under agreement entered into by the Customer and the City.

20.J REMOVAL OR MODIFICATION OF BACKFLOW PREVENTION DEVICES

Backflow Prevention Devices shall not be removed or modified by the water user unless approved in advance by the City.

20.K DISCONTINUANCE OF SERVICE FOR DEFECTIVE APPARATUS

The service of water to any Premises may be immediately discontinued by the City if defects are found in any protective device installation, or if it is found that unprotected Cross-Connections exist. Service will not be restored until necessary corrections are made.

21. RECYCLED WATER USE

Certain uses of Recycled Water are permitted by the State of California. The requirements for such use are defined by CCR, Title 22, Division 4, of the California Administrative Code. The use of Recycled Water within the City is further defined under a permit issued by the California Regional Water Quality Control Board. Wherever the City Rules and Regulations are inconsistent or in conflict with the requirements of Title 22 or of the RWQCB permit, these Rules and Regulations shall be subordinate.

Since codes, laws, statutes and regulations can change without prior approval or knowledge of the City or South Bay Water Recycling (Program), the City, Program or Water Utility do not assume any liability for errors in this document. It is the responsibility of the Customer to check with the Program before initiating any operational or physical changes to the Recycled Water system.

21.A **ABBREVIATIONS**

Abbreviations used throughout Sections 21, 22 and 23 are listed below for reference. Definitions for terms are listed in Section 21.B (below).

AG: Air Gap

AWWA: American Water Works Association

County EHS: County of Santa Clara Environment Health Services

DC Assembly: Double Check Backflow Prevention Assembly

Program: South Bay Water Recycling Program, administered by City of San Jose for the San Jose - Santa Clara Water Pollution Control Plant

RP Device: Reduced Pressure Principal Backflow Prevention Device

State DHS: State of California Department of Health Services, Drinking Water Field Operations Branch - Monterey District

State RWQCB: California Regional Water Quality Control Board

21.B **DEFINITIONS**

Whenever the following terms, or pronouns used in their place, occur in Sections 21, 22 or 23 herein, the intent and meaning shall be interpreted as follows:

Air Gap: A physical separation between the free flowing discharge end of a water supply pipeline and an open or non-pressure receiving vessel. An approved air gap shall be at least twice the diameter of the water supply pipe measured vertically above the overflow rim of the vessel (in any case, no less than one inch).

Applicant: Any entity that applies for Recycled Water Service under terms of the appropriate regulations. The approved Customer may be a different party than the Applicant, but must be specified in the Recycled Water Use License.

Application for Recycled Water Services: An agreement issued by the Water Utility to a Recycled Water Service Applicant after the satisfactory completion of the service application procedures. This Agreement forms a service agreement between the Customer and the Water Utility that legally binds the Customer to all conditions stated in the Agreement and all applicable Regulatory Agency requirements.

Approved Backflow Prevention Assembly: A device approved by the State of California which is installed to protect any water supply (recycled, potable, Public, private, or on-site) from contamination through Backflow of a substance containing a potential hazard.

Approved Use: An application of Recycled Water in a manner, and for a purpose, designated in a Recycled Water Use License issued by the Program and in compliance with all applicable Regulatory Agency requirements.

Approved Use Area: A site with well-defined boundaries, designated on the approved On-Site Recycled Water Service Plans, to receive Recycled Water for an approved use and acknowledged by all applicable Regulatory Agencies.

Cross Connection: A physical connection between any part of a water system used or intended to supply water for drinking purposes and any source or system containing water or substance that is not or cannot be approved as safe, wholesome and potable for human consumption. This includes direct piping between the two systems, regardless of the presence of valves, Backflow Prevention Devices, or other appurtenances.

Customer: Any person, persons or firm including any Public utility, municipality or other Public body or institution issued a Recycled Water Use License by the Program. The Customer may be the Owner, tenant, or property manager as

appropriate. The City's Rules and Regulations for the Use of Recycled Water apply to all Customers located within the City's boundaries.

Customer Supervisor: The Customer shall designate a Customer Supervisor with the approval of the Program to provide a liaison with the Program, the City, and Water Utility. This person shall be available to the Program at all times, shall have the authority to carry out any requirements of the Water Utility, the City and the Program, and shall be responsible for the installation, operation and maintenance of the Recycled and Potable Water systems and also prevention of potential hazards.

Infiltration Rate: The rate at which the soil will accept water as applied during irrigation, expressed in inches per hour.

Inspector: Any person authorized by the Water Utility, the City, the Program or the local health agencies to perform inspections on or off the Customer's site before construction, during construction, after construction and during operation.

Intermittently Pressurized Line: Any irrigation piping downstream of the last valve.

Irrigation Period: The time, from start of water flow to cessation, which a specific area receives Recycled Water by direct irrigation application, no matter how often the specific area is irrigated, e.g., length of the duty cycle.

Irrigation Use: An approved use of Recycled Water for landscape irrigation as defined under the California Code of Regulations ["CCR"], Title 22, Division 4, Article 4.

Landscape Impoundment: A body of recycled used for aesthetic enjoyment or which otherwise serves a function not intended to include routine Public contact.

Non-Potable Water: Water that has not been treated for human consumption in conformance with the latest edition of the United States Public Health Service Drinking Water Standards, the California Safe Drinking Water Act, or any other applicable standards.

Off-Site: Designates or relates to Recycled Water facilities up to and including the water meter.

On-Site: Designates or relates to facilities owned and operated by a Customer.

Operations Personnel: Any employee of a Customer, whether permanent or temporary, or any contracted worker whose regular or assigned work involves the supervision, operation or maintenance of equipment on any portion of On-Site facilities using Recycled Water.

Operator: Any person, persons or firm, who, by entering into an agreement with a Customer, is responsible for operating On-Site facilities.

Owner: Any holder of legal title, contract purchaser, or lessee under a lease with an unexpired term of more than one (1) year, for property for which Recycled Water Service has been requested or established.

Point of Connection: This is the point where the Customer's system ties to the Water Utility's system. This is usually at the water meter at the Service Connection.

Ponding: Retention of Recycled Water on the surface of the ground or other natural or manmade surface for a period following the cessation of an approved Recycled Water use activity.

Potable Water: That water that is pure and wholesome, does not endanger the lives or health of human beings, and conforms to the latest edition of the California Safe Drinking Water Act, or other applicable standards. Potable Water includes potable fire service without an approved Backflow prevention assembly.

Public: Any person or persons at large who may come in contact with facilities and/or areas where Recycled Water is approved for use.

Rate and Fee Schedule: The schedule of all rates, charges, fees and assessments to be made concerning the use of Recycled Water served by the Water Utility as approved or as amended by the City Council.

Recycled Water: Non-Potable Water that is highly treated to the CCR, Title 22, Division 4, of the Environmental Health Water Reclamation Criteria and used for approved purposes other than drinking water.

Recycled Water Use License: A license issued by the Program to the Customer, which outlines monitoring, self-inspection, reporting, and site-specific requirements. This license is required by the California RWQCB for the use of Recycled Water.

Reduced Pressure Principal Backflow Prevention Device: A type of Backflow Prevention Device, usually installed near a water meter, which prevents Backflow by a combination of two check valves and a pressure differential relief valve.

Regulatory Agencies: Those Public agencies legally constituted to protect the Public health and water quality, such as the State DHS, the State RWQCB and the County EHS.

Restrained Joint: Mechanically restrained pipe joint; also, solvent welded for PVC joints.

Runoff: When Recycled Water is allowed to drain outside the approved irrigation area.

Santa Clara County Environmental Health Services: This agency is the local health protection agency for most areas of Santa Clara County.

Service: The furnishing of Potable or Recycled Water to a Customer through a metered connection to the on-site facilities.

Standard Pipe Length: 18 to 20 feet.

State of California Department of Health Services. Shall be the State of California Department of Health Services, Drinking Water Field Operations Branch - Santa Clara District.

Unauthorized Discharge: Any release of Recycled Water that violates the Rules and Regulations of the Water Utility, the City, the Program or any applicable Federal, State or local statutes, regulations, ordinances, contracts or other requirements.

Violation: Non-compliance with any condition or conditions of the User Agreement by any person, action or occurrence, whether willfully or by accident.

Water Utility: The Water Utility and the City are one and the same.

Windblown Spray: Dispersed, airborne particles of Recycled Water that can be transmitted through the air to locations other than those approved for the direct application of Recycled Water.

21.C <u>SUMMARY OF ON-SITE INSTALLATION REQUIREMENTS</u>

21.C.1 On-Site installation requirements are described in detail in the Program's Rules and Regulations for Design and Operation of On-Site Recycled Water Facilities. However, the following is a summary of the basic requirements:

21.C.2 **No Cross-Connections.** No Cross-Connections are allowed between the Recycled Water system and the potable water system.

21.C.3 **Backflow Preventers.** In order to protect the Public drinking water system from accidental Cross-Connections, a reduced pressure principal Backflow Prevention Device is required at all **potable** meters on a site

where Recycled Water is present.

In most cases, Backflow Prevention Devices are **not** required on the **Recycled Water** Service. However, where there is a particular threat to the quality of the Recycled Water, such as a direct connection to an industrial process or an impoundment of water, the Program may require a Backflow Prevention Device on the Recycled Water Service.

21.C.4 **No Hose Bibs.** Generally, hose bibs are not allowed on the Recycled Water system. In most cases, hose bibs can be replaced by quick coupling valves.

21.C.5 **No Runoff.** The irrigation system must be configured and operated to prevent runoff outside the Approved Use Area (the boundaries of the site).

21.C.6 **No Ponding.** The irrigation system must be configured and operated so that Ponding does not occur. This does not apply to approved and intended impoundments.

21.C.7 **No Windblown Spray.** The irrigation system must be configured and operated to prevent Windblown Spray from passing outside the approved area.

21.C.8 **Pipe Identification.** All new Recycled Water piping below or above grade and all existing piping above grade must be labeled with purple tape with the imprinted words "CAUTION - RECYCLED WATER". Purple colored pipe with the required wording is an acceptable alternative.

21.C.9 New above grade Potable Water piping used for drinking water systems must also be labeled with blue tape and the words "**POTABLE WATER**."

21.C.10 **Horizontal Pipe Separation.** Where possible, a minimum horizontal separation of ten feet between parallel buried Recycled and Potable Water pipelines should be maintained. If a ten foot horizontal separation cannot be maintained, then four foot minimum separation is allowed with Restrained Joint pipe. In no case shall a horizontal separation of less than four feet or same trench construction be allowed.

21.C.11 **Vertical Pipe Separation.** Recycled Water constant water pressure pipelines must be a minimum of 12 inches below the Potable Water pipelines. Recycled Water constant pressure pipelines are allowed over potable pipelines with a minimum of 12 inches vertical separation if a

full standard pipe length is centered over the crossing, or the recycled pipeline is sleeved for the same length. Intermittently pressurized Recycled Water pipelines are allowed over potable pipelines with a minimum of 12 inches vertical separation.

21.C.12 **Signs.** Signs must be posted in conspicuous areas On-Site which contain the words "RECYCLED WATER - DO NOT DRINK - NO TOMAR" indicating that Recycled Water is used for irrigation (or other) purposes. Generally, signs must be located at all entrances to the facility or use area.

21.C.13 **Warning Tags, Stickers and Labels.** All valve boxes (automatic and manual), quick couplers, Recycled Water storage tanks, air/vacuum relief valves, pressure reducing valves, pumps, Backflow Prevention Devices, system controller boxes, or other appurtenances on the Recycled Water system must be labeled with warning tags, stickers or other labels. The labels, tags or stickers must include the words "RECYCLED WATER - DO NOT DRINK - NO TOMAR" on a purple background.

21.C.14 **On-Site (Land) Observation Reports.** At least once a year the site must be inspected for the items listed below while the system is in use. The observations must be submitted to the Program on a report form. The Customer may be required to perform this inspection, or, in some cases, the Program may perform the inspection. The items for the inspection are as follows:

21.C.14.(a) Is there evidence of runoff of Recycled Water from the site? Show affected area on a sketch and estimate volume.

21.C.14.(b) Is there an odor of wastewater origin at the irrigation site? If yes, indicate apparent source, characterization, direction of travel, and any Public use areas or Off-Site facilities affected by the odors.

21.C.14.(c) Is there evidence of Ponding of Recycled Water, and/or evidence of mosquitoes breeding within the irrigation due to ponded water?

21.C.14.(d) Are warning signs, tags, stickers, and above ground pipe markings properly posted to inform the Public that irrigation water is Recycled Water, which is not suitable for drinking?

21.C.14.(e) Is there evidence of leaks or breaks in the irrigation system piping or tubing?

21.C.14.(f) Is there evidence of broken or otherwise faulty drip irrigation system emitters or spray irrigation sprinklers?

21.C.14.(g) What corrective actions are being taken to correct any problems noted above?

21.C.15 The Customer may also be required to conduct a visual inspection of the system during the off-season. Specific requirements will be included in the Recycled Water Use License.

21.C.16 **Emergency Cross-Connection Response Plan.** If a Cross-Connection or Backflow incident occurs between the Potable and Non-Potable Water systems, an emergency response plan must be implemented.

21.D FEES AND LICENSE

21.D.1 **Recycled Water Use License.** The State RWQCB requires that a Recycled Water Use License be issued by the Program to all Recycled Water Customers within the Program area. The Recycled Water Use License indicates any special site-specific requirements in addition to the requirements specified in this document. The Application for a Recycled Water Use License is submitted to the City or the Program with the On-Site Recycled Water Service Plans. The Program processes the application and issues a Recycled Water Use License with final approval for the use of Recycled Water at the site. The Applicant is responsible to obtain all necessary permits and pay all associated fees. The Applicant should contact the City for information on the cost of permits.

21.D.2 **Application for Recycled Water Services.** The Water Utility also requires an Application for Recycled Water Service, similar to application for potable Water Service.

21.E THE CITY AS THE LOCAL AUTHORITY

21.E.1 The City is the entity that has the responsibility of enforcing these Rules and Regulations for the end use of Recycled Water. The City has authority to issue plumbing permits, building requirements, and planning criteria.

21.E.2 The Rules and Regulations enforced by the City are derived from those established by the State RWQCB, the State DHS, County EHS, the Program and the City. These Rules and Regulations govern certain permitted uses of Recycled Water. All facilities using Recycled Water shall be designed and operated to meet the standards of the local governing codes, rules and regulations.

21.F AUTHORIZED USES FOR RECYCLED WATER

The uses of Recycled Water may include, but not by way of limitation: landscape irrigation; agricultural irrigation; construction water; industrial process water; water for flushing toilets and urinals in high-rise buildings; replacement water in cooling towers; and recreational impoundments. Each such use must be considered for approval by the City on a case-by-case basis, and the City may determine in its discretion whether it is necessary or desirable to furnish Recycled Water for the specific use involved. Determinations as to specific uses to be allowed shall be in accordance with the standards of treatment and water quality requirements set forth in CCR, Title 22, Division 4, of the California Administrative Code. Prior to approving such uses, the City may, in its discretion, set forth specific requirements as conditions to providing such services and/or require specific prior approval from the appropriate Regulatory Agencies.

21.G NON-APPROVED USE AREAS

21.G.1 **Runoff Conditions.** The irrigation systems shall be designed, constructed and operated to prevent runoff outside the Approved Use Area.

21.G.2 **Ponding Conditions.** The irrigation systems shall be designed, constructed and operated to minimize Ponding outside or within the Approved Use Area. This does not apply to approved impoundments such as decorative water features, golf course water-hazards or lakes. At no time shall Recycled Water be applied at a rate greater than the soil infiltration rate.

21.G.3 **Windblown Spray Conditions.** The irrigation systems shall be designed, constructed and operated to minimize Windblown Spray from passing outside the Approved Use Area.

21.G.4 **Unapproved Uses.** Use of Recycled Water for any purposes other than those explicitly approved by the Water Utility in conformance with the Rules and Regulations of the Program, the State DHS, the County EHS, or the State RWQCB, or use of Recycled Water in areas other than those specifically shown on the approved plans, is strictly prohibited.

21.G.5 **Disposal in Unapproved Areas.** Disposal of Recycled Water for any purpose, including approved uses, in areas other than those explicitly approved in the current effective Recycled Water Use License issued by the Program and without the prior knowledge and approval of the appropriate Regulatory Agencies, is strictly prohibited.

21. RECYCLED WATER USE (Continued)

21.H AMENDMENTS

From time to time there may be amendments to the existing Rules and Regulations and design manual. These amendments may be made without the consent of the Customer. These amendments will be enforced upon their effective date.

21.I PROTECTION OF PUBLIC HEALTH

The Water Utility, the City and the Program reserve the right to take any action necessary with respect to the operation of the Customer's Recycled Water system to safeguard the Public health.

21.J RIGHT TO TERMINATE SERVICE

21.J.1 If at any time during construction or operation of the Recycled Water system, real or potential hazards are evidenced, such as Cross-Connections with the potable system, improper tagging, signing, or marking, or unapproved/prohibited uses, the Water Utility reserves the right and has the authority to terminate immediately, without notice, Recycled Water Service in the interest of protecting the Public health. The Water Utility may elect to temporarily replace the Recycled Water supply water with potable water only after the Customer's Recycled Water system has been disinfected and approval has been granted by the Program and the State DHS. All modifications required to replace the Recycled Water supply with Potable Water shall be at the Customer's expense.

21.J.2 The Customer has the right to terminate service if there are no longer suitable uses at that site. The Customer cannot substitute Potable Water where Recycled Water can be used.

21.K SEVERABILITY

If any section, subsection, clause, or phrase of these Rules and Regulations is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining portions of these Rules and Regulations. The City Council declares that it would have passed said Rules and Regulations by section, subsection, sentence, clause, or phrase thereof.

22. DESIGN, INSTALLATION AND INSPECTION OF SYSTEMS FOR USE OF RECYCLED WATER

22.A DESIGN APPROVAL

Before the construction of any new Recycled Water system, major modifications of an existing Recycled Water system, or retrofit of an existing system for Recycled Water use, On-Site Recycled Water Service Plans must be prepared by the Customer and approved by the Program and the State DHS. Approval shall be contingent upon evidence that all applicable design requirements, rules and regulations for a Recycled Water system are satisfied (see *Basis for Design Review Criteria* below).

22.B REQUIRED ON-SITE RECYCLED WATER SERVICE PLANS

Plans must be stamped by a registered landscape architect or civil engineer and include, but not be limited to, the following:

22.B.1 Site plan drawn to scale which clearly shows the boundaries of the intended use area, adjacent streets, and locations of all major improvements on the site, water meters (Recycled Water and Potable Water), Backflow Prevention Devices, drinking fountains, and all Public facilities supplied with Recycled or Potable Water Service. Public facilities include, but are not limited to, restrooms, outdoor eating areas, snack bars, swimming pools, wading pools, decorative fountains and showers. If there are no Public facilities located in the defined use area, then a note on the plans must indicate that no Public facilities exist. Additionally, any wells, lakes, ponds, reservoirs, or other water impoundments located On-Site or within 100 feet of the site must be shown on the site plan.

22.B.2 Piping plan which shows the complete potable and Recycled Water systems. All sources of Recycled Water and Potable Water must be indicated on the plan. The location and type of all existing and new Backflow Prevention Devices and water meters must be clearly marked on the piping plan. For existing facilities converting to Recycled Water use, the piping plan must indicate which piping and other devices are existing and which piping and other devices will be installed as part of the retrofit work. The proper separation requirements between Potable and Recycled Water lines (for new piping) must be indicated. The piping plan can be combined with the site plan if space permits.

22.B.3 Detail drawings of areas where special installation or retrofit procedures are required, such as cutting and capping to separate potable and recycled systems, installation of Backflow Prevention Devices, special construction where pipe separation criteria cannot be met, etc.

22.B.4 Any other items required by the Design, Installation, and Inspection Criteria section of the Customer On-Site Manual, and Section 24. C. of this document.

22.B.5 Preparation of On-Site Recycled Water Service Plans does not exempt the Applicant from submitting other On-Site improvement plans normally required by the City. Other improvement plans required by the City must still be submitted in accordance with the City's standard procedures.

22.C **BASIS FOR DESIGN REVIEW CRITERIA**

22.C.1 Review of On-Site Recycled Water Service Plans conducted by the Program and the State DHS will consist of checking for conformance with various regulations and guidelines governing distribution of Recycled Water. Even though the City/Program and the State DHS perform a plan check, the Applicant is not relieved of responsibility to meet all requirements. A brief description of this criteria is provided below. Copies of these criteria will be provided by the City or the Program upon request.

22.C.2 ***CCR, Title 22, Division 4, Chapter 3, "Water Reclamation Criteria".*** These regulations are written by the State DHS and specify the Approved Uses and use area requirements, such as hose bib restrictions, prohibition of irrigation near wells, etc. These regulations govern both the Water Utility's distribution system as well as the Customer's On-Site system.

22.C.3 ***CCR, Title 17, "Drinking Water Supply - Backflow Prevention"*** CCR, Title 17 specifies requirements intended to protect the Public drinking water supply from contamination. Some requirements specified in CCR, Title 17 include Backflow Prevention Devices, designation of a Customer Supervisor, and Cross-Connection testing requirements.

22.C.4 ***American Water Works Association (AWWA), California-Nevada Section, Guidelines for Distribution of Non-potable Water.*** This document provides recommended guidelines for planning, designing, constructing, and operating Non-Potable Water systems, including Recycled Water systems. The guidelines themselves are not regulations but many agencies have adopted them as general requirements. The document covers both installation of the Water Utility distribution systems and On-Site use systems.

22.C.5 **International Association of Plumbing and Mechanical Officials (IAPMO) Uniform Plumbing Code, Appendix J.** Appendix J of the Uniform Plumbing Code sets forth requirements when Recycled Water is used within buildings in a dual-plumbed system for non-potable domestic uses such as toilet and urinal flushing. This section of the Uniform Plumbing Code does not apply to irrigation sites, where the Recycled Water system is located outside buildings, or industrial sites, where the Recycled Water is used for non-domestic industrial purposes. In addition, the pipe separation regulations indicated in this Guide are different than and take precedence over the Appendix J requirements. NOTE: Appendix J has not been adopted by Santa Clara and serves only as a reference.

22.D SUMMARY OF DESIGN REVIEW CRITERIA

Although the plan review conducted by the Program, the State DHS and/or the City may include checking for compliance with any of the existing regulations or guidelines referenced above, the following summaries are provided to give the designer of the Recycled Water system a general idea of the major items which will be checked during plan review. The summary is compiled as a "punch list" so that it can easily be referenced by the plan designer. However, compliance with every item on the punch list does not guarantee that the plans will be approved without comment since regulations and policies may change and some sites may require special provisions. In addition, even though the Program, the State DHS and/or the Local Authorities perform a plan review, the Applicant is still responsible for meeting all applicable requirements, even if those requirements are not shown on the approved plans. Please note that the plan requirements are slightly different for new facilities and existing facilities converting to Recycled Water use.

22.D.1 Do plans include a site/piping plan and details of connection points as indicated under *Required Plans* (Section 22.B)?

22.D.2 Are all items listed under *Required Plans* (Section 22.B) shown on the site/piping and details plans?

22.D.3 Is the use area shown on the site an Approved Use Area?

22.D.4 Is the total Recycled Water irrigation area included to the nearest 10th of an acre?

22.D.5 At **new facilities**, are all On-Site Recycled Water pipelines located ten feet horizontally from Potable Water pipelines where possible (minimum of four foot horizontal separation allowed if special construction details are incorporated)?

22.D.6 At **new facilities**, where Recycled and Potable Water lines cross, are the

22. DESIGN, INSTALLATION AND INSPECTION OF SYSTEMS FOR USE OF RECYCLED WATER (Continued)

pressurized Recycled Water pipelines located at least one foot below the Potable Water lines?

22.D.7 At **existing facilities** converting to Recycled Water use, does all new piping meet the Potable/Recycled Water pipeline separation criteria indicated above?

22.D.8 Do the plans indicate that Recycled Water and Potable Water systems are completely separated and there is no common trenching?

22.D.9 At **existing facilities** converting to Recycled Water use, are all locations where future Recycled Water piping must be separated from the Potable Water piping clearly indicated on the plans?

22.D.10 Are the proper Backflow Prevention Devices shown in the proper location for protection of the Public Potable Water system? Reduced Pressure (RP) principal Backflow prevention assemblies should be shown located as close as possible to all Potable Water meters and at least 12 inches above grade.

22.D.11 If the On-Site Recycled Water system is interconnected with industrial process piping, fertilizer injection systems, or a non-potable drinking water source (such as an irrigation water storage pond), is the proper Backflow Prevention Device shown in the proper location for protection of the Public Recycled Water distribution system? In such cases, usually an RP device is required at the Recycled Water meter, at least 12 inches above grade.

22.D.12 Are the proper Backflow Prevention Devices shown in the proper locations for protection of On-Site Potable Water supply per standard UPC and CCR, Title 17 requirements? Though not specifically related to Recycled Water, these devices should be shown on the plans. Backflow Prevention Devices are required at non-air-gap Points of Connection to ponds, wading pools, swimming pools, fountains, etc., where the impoundment is supplied by the potable water on-site piping. Usually atmospheric vacuum breakers located near the Point of Connection are adequate, unless there is a valving downstream of the protection device, in which case pressure vacuum breakers are required.

22.D.13 If there are wells located On-Site or near the use site, are the wells separated from all Recycled Water irrigation use areas by at least 50 feet and from all Recycled Water impoundments by at least 100 feet?

22. DESIGN, INSTALLATION AND INSPECTION OF SYSTEMS FOR USE OF RECYCLED WATER (Continued)

22.D.14 If plans are used for construction, do plans show all necessary details to properly construct the system?

22.D.15 Do plans identify that materials are appropriate for Recycled Water use? (For example, purple pipe, proper signing and tagging, etc.)

22.D.16 Do plans identify works requiring inspection by the Program representatives?

22.D.17 Do plans include a detail for Air Gap if a backup source is used?

22.D.18 Do plans specify no hose bibs on the Recycled Water system?

22.E PRELIMINARY CROSS-CONNECTION TEST EXISTING SITES

At all existing sites which are converting to Recycled Water use, a preliminary Cross-Connection test may be required and shall be coordinated by the Customer prior to retrofit work or construction. The Customer must notify the Program prior to the Cross-Connection test so that the Program, the Water Utility, the City, and regulatory agency representatives can be present if they wish. The preliminary Cross-Connection test should follow the general cross-connection testing guidelines outlined in Section 22.I. The purpose of the test is to determine if there are any unknown connections between the existing irrigation system and the domestic water system prior to construction. If unknown connections are discovered, then further testing or potholing must be conducted in order to determine where the connections are located. The retrofit plans must be revised to reflect any changes required to eliminate the connections, and the revised plans must be resubmitted to the Program and the State DHS for review. At new development sites, a preliminary Cross-Connection test is generally not necessary since the systems have been designed for Recycled Water use.

22.F CONSTRUCTION INSPECTION

The State RWQCB requires that the Program, the City, or designated representatives conduct On-Site inspections during the construction phase to ensure that materials, installation and procedures are in accordance with the approved plans, specifications, and all applicable regulations. Accordingly, the Customer shall notify the Program of the schedule for all phases of planning, construction and start up so that inspections can be scheduled.

22.G FIELD TESTING AND INSPECTION

All systems shall conform to the requirements of the UPC Sections 103.5.1 through 103.5.4.2 except intermittent pressure piping. During the coverage test with Recycled Water, the irrigation system shall be inspected for proper use of full, half, and quarter sprinkler heads, proper atomizing, and irrigation spray on non-Approved Use Areas.

22.H TEMPORARY CONNECTION TO POTABLE SERVICE

A jumper to the potable system is allowed up to and during the final Cross-Connection test. At that time the jumper shall be replaced by the Recycled Water meter. Jumpers providing water from the Public Recycled Water system into the On-Site Recycled Water system are prohibited at all times.

22.I FINAL CROSS-CONNECTION TEST

The Customer must conduct a final Cross-Connection test before connecting the Customer's Recycled Water system to the Water Utility's Recycled Water system at any use-site where both Recycled and Potable Water are present in separate piping systems. This test is to ensure the absolute separation of the recycled and potable water systems. The Customer must notify the Program at least 48 hours prior to the test so that members of the appropriate agencies may be present. The Cross-Connection test shall be done under the supervision of the Program representatives by an AWWA-certified Cross-Connection control specialist hired by the Applicant. The Customer Supervisor (see *Designation of Customer Supervisor,* herein) must be present at the test. Periodic testing must be performed after that (see *Periodic Cross-Connection Testing Program,* herein). A written report documenting the test results shall be submitted by the certified Cross-Connection control specialist to the Customer Supervisor and the Program following completion. The following are general test guidelines and may be modified with the approval of the Program.

22.I.1 General Cross-Connection Test Procedures

Cross-Connection tests shall be performed as specified in the UPC Appendix J 8 (2) and J 8 (3), with the exception that intermittent piping will not be activated and pressurized as specified in Appendix J 8 (2)(vi), and that the required pressurization time will be one (1) hour or as otherwise specified by the Cross-Connection specialist. The City of Santa Clara's Cross-Connection test procedures are summarized as follows:

22. DESIGN, INSTALLATION AND INSPECTION OF SYSTEMS FOR USE OF RECYCLED WATER (Continued)

22.I.2 **Minimum Requirements for Cross-Connection Testing:**

The Cross-Connection test shall be done with the Customer's Site Supervisor present, under the supervision of a City representative by an AWWA-certified Cross-Connection control specialist. The Cross-Connection test shall include the following steps:

22.I.2.(a) For Premises with irrigation systems originally constructed with a potable service, all Potable Water supply points to the irrigation system are to be disconnected and capped. These points shall remain open to view until after a visual inspection by the City. This step may be deferred until after the following steps are completed, that is, the Cross-Connection test may be completed with Potable Water being supplied to the recycled piping.

22.I.2.(b) When the recycled service is ready to be activated, while still OFF: City Inspectors shall determine that there is no water being supplied to the irrigation system. This may be by use of a pressure gauge installed on the normally pressurized portion of the irrigation system, or by a visual inspection of the irrigation sprinkler heads. This procedure is to insure no potable water source is supplying water to the irrigation system.

22.I.2.(c) After the Recycled Water service is activated and turned ON, the potable service to the property is to be turned OFF and de-pressurized. A pressure gauge will be connected to the potable service at the building to measure the potable system pressure during this test. While the potable system is not in use, there shall be no observed increase in pressure for at least 15 minutes. For multi-story buildings, maximum pressure at the ground floor is not to exceed static pressure equal to elevation pressure to the top floor or roof of the building (the highest point of the internal plumbing).

22.J **FINAL INSPECTION**

The State DHS requires a final On-Site inspection to be conducted by the Program or its designated representatives. Accordingly, a final inspection will be performed by the Program or its designated representatives before the Recycled Water system is connected to ensure all requirements have been met. This inspection will be coordinated with the final Cross-Connection test so that the inspection can be done with Potable Water charging the irrigation system at Recycled Water pressure prior

to connection of Recycled Water. The Program's inspector will check to see that the proper equipment was used and that all required tags, labels, and signs are in place. This inspection shall precede the coverage test which will be performed with Recycled Water. This will allow the inspector to determine if conditions which create runoff or Windblown Spray outside the Approved Use Area, Ponding within the use area do not exist. Spray patterns will be checked to see they do not encroach upon Public facilities such as drinking fountains, outside eating areas, or areas outside the Approved Use Area.

22.K **FINAL APPROVAL**

Final approval must be granted by the Program before Recycled Water can be supplied to the site. Final approval will be granted when construction has been completed in accordance with approved plans and specifications, all Cross-Connection tests have been performed, a final On-Site inspection has been conducted, and all requirements have been met satisfactorily. After the Recycled Water Use License has been finalized by the Program, the Water Service Agreement is approved by the Water Utility, and all applicable fees have been paid, the Water Utility will authorize the installation of the Recycled Water meter. (The coverage test will be performed after the meter has been set) the State DHS will be forwarded a copy of all test and inspection reports as well as notification that Recycled Water Service has been started. During the lifetime of the Recycled Water system, the City or the Program will periodically inspect the Recycled Water system to ensure compliance with all applicable rules and regulations (see *Annual Self-Inspections*, herein). Additionally, the Customer shall conduct a Cross-Connection test every four years if required by the Recycled Water Use License.

22.L **RECORD DRAWINGS**

All conceptual or major design changes shall be approved before implementing the change in the construction contract. Record drawings shall be prepared to show the recycled system as constructed and shall include all changes in work constituting departures from the original contract drawings including those involving both constant pressure and Intermittent-Pressure Lines and appurtenances.

23. OPERATION AND MAINTENANCE OF SYSTEMS FOR USE OF RECYCLED WATER

23.A CONDITIONS OF SERVICE

All requirements outlined in this section shall be Conditions of Service, unless modified in the Recycled Water Use License. By accepting Recycled Water Service, the Customer agrees to comply with all Conditions of Service.

23.B SYSTEM RESPONSIBILITY

23.B.1 It shall be the responsibility of the Customer to maintain and operate their Recycled Water system downstream of the Service Connection. It is the responsibility of the Customer to ensure that the Recycled Water is being applied in accordance with all rules and regulations regarding the use of Recycled Water. The Customer is also responsible for the following:

23.B.1.(a) Maintaining the On-Site Recycled Water system, signs, markings, and tags in accordance with all rules and regulations.

23.B.1.(b) Ensuring all materials used during the repair and maintenance of the system are approved or recommended for Recycled Water use.

23.B.1.(c) Obtaining all permits and payment of all fees required for the operation and maintenance of the Customer's Recycled Water system. Permitting and/or fee assistance may be available from the City or the Program.

23.B.1.(d) Reporting all Violations and emergencies to the required local governing agencies.

23.B.1.(e) Obtaining prior authorization from the Water Utility and the Program before making any modifications to the approved Recycled Water system. This includes converting any piping used at any time for conveyance of Recycled Water back to Potable Water, that is switching a Recycled Water system to a backup Potable Water system. The Program will notify the Customer if approval is also required from any additional regulatory agencies and if disinfection procedures are required.

23. OPERATION AND MAINTENANCE OF SYSTEMS FOR USE OF RECYCLED WATER (Continued)

23.C HOURS OF OPERATION

Hours of operation shall be specified in the Recycled Water Use License.

23.D DESIGNATION OF CUSTOMER SUPERVISOR

It is the responsibility of the Customer to provide surveillance and supervision of the Recycled Water system in a way that assures compliance at all times with current regulations. In order to accomplish this, the Customer shall designate, with the approval of the Program, a Customer Supervisor to provide liaison with the City, the Water Utility and the Program. This person may represent the Owner, tenant, or property manager as appropriate; however he/she must be a permanent employee responsible for the Recycled Water system at the site who is available at all times and has the authority to carry out any requirements of the Program, the City, and the Water Utility. The Customer Supervisor should be permanently stationed at the use site, or at a minimum make frequent visits to the use site as specified in the Recycled Water Use License. Installation, operation, maintenance, and prevention of potential hazards on the Recycled and Potable Water systems are the responsibility of the Customer Supervisor. The Customer Supervisor's primary responsibility is to ensure that there are no Cross-Connections made between the Potable and Recycled Water systems. The Customer Supervisor must be present at the final cross-connection test and periodic Cross-Connection tests. The Customer Supervisor shall inform the Program of all failures, Violations, and emergencies that occur involving the Recycled or Potable Water systems. The Customer Supervisor is also responsible to be knowledgeable of the provisions contained in CCR, Title 17 and CCR, Title 22 relating to the safe use of Recycled Water and the maintenance of accurate records. The Customer Supervisor must be familiar with the basic concepts of Backflow and Cross-Connection prevention, system testing and relating emergency procedures. The Customer must notify the Program immediately of any change in personnel for the Customer Supervisor position.

23.E PERSONNEL TRAINING

It is the responsibility of the Customer to train all operations personnel, in order to be familiar with the use of Recycled Water. Any training program should include, but not limited to, the following:

23.E.1 Operations personnel must be aware of the emergency procedure.

23.E.2 Operations personnel must be aware that Recycled Water, though highly treated, is Non-Potable Water.

23.E.3 Operations personnel must understand the requirements and restrictions pertaining to Ponding, Windblown Spray and Runoff.

23.E.4 Good personal hygiene must be followed.

23.E.5 **Recycled Water shall never be used for human consumption.**

23.E.6 Operations personnel must understand that working with Recycled Water is safe if good common sense is used and appropriate regulations are followed.

23.E.7 Operations personnel must understand that there is **never** to be a connection between the Recycled Water system and the Potable Water system.

23.E.8 Operations personnel must understand the health/safety aspects of CCR, Title 17 and CCR, Title 22 requirements.

23.E.9 All new employees shall be trained in the proper use of Recycled Water. Supervisory personnel and the Customer Supervisor should be held accountable to ensure that employees are not using Recycled Water carelessly or hazardously.

23.F VEHICLE IDENTIFICATION

23.F.1 Any vehicle used to transport Recycled Water shall be clearly marked with labels or signs. These labels or signs shall contain the words "RECYCLED WATER - DO NOT DRINK - NO TOMAR" in black two-inch high minimum letters on a purple background. The Program may also require the label to include translations into foreign language(s) if appropriate, as specified in the Recycled Water Use License. One label or sign shall be placed on the tank closest to the driver's door. One label or sign shall be placed on the rear surface of the tank. All labels and signs shall be placed where they can easily be seen by the personnel using the vehicle.

23.F.2 The "Do Not Drink" symbol (refer to the Customer On-Site Design Manual) shall be present on all vehicles used to carry Recycled Water. Any vehicles use for the transportation or storage of Recycled Water must not be reused for the transportation or storage of Potable Water.

23.G MAINTENANCE

23.G.1 To ensure the Recycled Water system ways remains in compliance, the Customer shall begin a preventative maintenance program to include, but not limited to, the following:

23.G.1.(a) Regular inspections shall be conducted by the Customer of the entire Recycled Water system including sprinkler heads, drip irrigation emitters, spray patterns, lakes, piping and valves, pumps, storage facilities, controllers, etc. Immediately correct any leaks, breaks, or discrepancies in license requirements.

23.G.1. (b) All warning signs, tags, stickers, and above grade pipe markings shall be checked for their proper placement and legibility. Replace damaged, unreadable or missing signs, tags, stickers, and pipe markings.

23.G.1.(c) Special attention should be given to spray patterns to eliminate Ponding, Runoff and Windblown Spray conditions. If runoff is noted, affected areas should be indicated on a sketch and the volume should be estimated. If unauthorized Ponding is detected, evidence of mosquitoes breeding within the Ponding should be noted and immediately eliminated.

23.G.1.(d) Establish and maintain an accurate record keeping system of all inspections, modifications and repair work.

23.G.1.(e) Broken sprinkler heads, faulty spray patterns, leaking pipes or valves, or any other noted condition which violates the use requirements shall be repaired immediately after the malfunction or condition becomes apparent.

23.H <u>ANNUAL SELF-INSPECTIONS AND REPORTS</u>

23.H.1 **Standard On-Site (Land) Observation Report.** The State RWQCB requires that the Recycled Water Customers in the Program conduct a standard observation inspection at least once a year at a time when the Recycled Water system is in use. In general, the standard observations correlate with the preventative maintenance self-inspections. The Customer must submit the results of the observations along with a description of any corrective actions taken in a written report to the Program (see *Sample Forms*). The schedule and deadlines for submittal of this report is indicated in the Recycled Water Use License. The seven items for inspection are as follows:

23.H.1.(a) Is there evidence of Runoff of Recycled Water from the site? Show affected area on a sketch and estimate volume.

23.H.1.(b) Is there an odor of wastewater origin at the irrigation site? If yes, indicate apparent source, characterization, direction of travel, and any Public use areas or Off-Site facilities affected by the odors.

23.H.1.(c) Is there evidence of Ponding Recycled Water, and/or evidence of mosquitoes breeding within the irrigation area due to ponded water?

23.H.1.(d) Are warning signs, tags, stickers, and above ground pipe markings properly posted to inform the Public that irrigation water is Recycled Water, which is not suitable for drinking?

23.H.1.(e) Is there evidence of leaks or breaks in the irrigation system piping or tubing?

23.H.1.(f) Is there evidence of broken or otherwise faulty drip irrigation system emitters or spray irrigation sprinklers?

23.H.1.(g) What corrective actions are being taken to correct any problems noted above?

23.H.2 **Off-Season Inspection Report.** The State RWQCB also requires that the Program Customers conduct a thorough inspection of all irrigation lines, sprinklers, and drip system emitters at least once a year during the dormant season. The findings of this inspection, along with any significant repairs or modifications must be submitted in a report to the Program (see *Sample Forms*). The schedule and deadlines for submittal of this report are indicated in the Recycled Water Use License.

23.I PERIODIC PROGRAM INSPECTIONS

23.I.1 The State RWQCB also requires that the Program conduct periodic inspections of Customer Recycled Water use sites. These inspections shall include, at a minimum, the visual inspection of all Backflow Prevention Devices, pump rooms, exposed piping, valves, pressure reducing stations, Points of Connection, sprinklers, drip system emitters, controllers, lakes, storage facilities, signs, labeling, tags, etc. The Customer Supervisor's maintenance records shall be inspected to review all maintenance since the last inspection. The Program, the Local Authority, and RWQCB reserve the right to make unannounced inspections of the facility during reasonable hours of operation.

23.I.2 Upon completion of the inspection, a report form will be signed and dated by both the Customer Supervisor and the Program Inspector. The original shall be maintained by the Program with copies to the Customer Supervisor, the City, the Water Utility and any required regulatory agency.

23.I.3 Should a Cross-Connection be discovered during any inspection by the Customer or an outside Inspector, the **Emergency Cross-Connection Response Plan** shall be immediately invoked by the Customer Supervisor.

23.J MODIFICATIONS

23.J.1 No modifications shall be made by the Customer to any Recycled Water system without the prior approval of the Program. This includes modifications to the approved plans, or to an operational system. Detailed plans of any modifications must be submitted to the Program and the modifications inspected by the Program before being completed.

23.J.2 Emergency modifications or repairs can be made by the Customer to the system without the prior approval of the Program to prevent contamination, damage or a Public health hazard. As soon as possible after the modification but not to exceed three days, the Customer must notify the Program of the emergency modifications and file a written report.

23.K PERIODIC CROSS-CONNECTION TESTING

23.K.1 At dual-plumbed use sites (sites where the Recycled Water is used within a building in conjunction with a Potable Water system), the Customer shall be responsible for conducting a periodic Cross-Connection test as required in the Recycled Water Use License unless visual inspections reveal a requirement for more frequent testing. Generally the periodic Cross-Connection test for a dual-plumbed use site is required once every four years. This test shall be done by an AWWA-certified Cross-Connection specialist. The Program must be notified at least 48 hours in advance of the test so that a Program representative can be present. The Customer Supervisor must be present at the test. A sample Test Notification Form is located in *Sample Forms.* The following are general guidelines for periodic cross-testing and may be modified with the approval of the Program.

23.K.2 **Periodic Cross-Connection Test Procedures** Cross-connection tests shall be performed as specified in the UPC Appendix J 8 (2) and J 8 (3),

with the exception that intermittent piping will not be activated and pressurized as specified in Appendix J 8 (2)(vi), and that the required pressurization time will be one (1) hour or as otherwise specified by the Cross-Connection specialist.

23.L **SYSTEM NOT IN COMPLIANCE**

If at any time the Recycled Water system is found to be out of compliance, the Program shall issue an Order specifying the corrections required to bring the system into compliance. A site inspection shall be scheduled after a reasonable period of time to ensure compliance with the Order. If it is known or suspected that a Backflow incident or contamination has occurred, then the *Emergency Cross-Connection Response Plan* shall be invoked.

23.M **NOTIFICATION**

It is the responsibility of the Customer Supervisor to notify the Program of any failure or Cross-Connection in said Recycled Water or potable water system, whether or not he/she believes a Violation has occurred. It is also the responsibility of the Customer Supervisor to notify the Program of any violation that might occur because of any action the Customer personnel might take during the operation of said Recycled Water or Potable Water systems. If there are any doubts whether a Violation has occurred, it is the responsibility of the Customer Supervisor to report each occurrence to the Program so a decision can be made.

23.N **EMERGENCY PROCEDURE**

23.N.1 In case of a major earthquake, flood, fire, tornado, structural failure, or other incident which could likely damage the Recycled or Potable Water systems, the Customer Supervisor should inspect the domestic and Recycled Water systems for damage, as soon as, it is safe to do so. If either system appears damaged, the domestic or Recycled Water system with damage should be shut off at their Point of Connection. If the Customer Supervisor cannot inspect the site and damage is expected, then both water systems should be shut off at their points of connection. The Supervisor should immediately contact the Program for further instruction.

23.N.2 **Emergency Modifications.** Emergency modifications or repairs can be made by the Customer to said system without the prior approval of the Program to prevent contamination, damage or a Public health hazard. As soon as possible after the modification but not more than three days after the modification, the Customer shall notify the Program of the emergency modifications and file a written description of action taken.

23.N.3 **Unauthorized Discharge.** It is the responsibility of the Customer to report to the City all system failures that result in an unauthorized discharge of Recycled Water. An immediate oral report is required at which time the City will specify if a written report is required. The Customer must make every effort to contain the unauthorized discharge prior to discharge to the storm drains. Contact the Program for field review and disposal instructions.

23.N.4 **Contamination of Drinking Water.** In case of contamination of the Potable Water system due to a Cross-Connection on the Customer's Premises, the Program and State DHS shall be immediately notified by Customer. The Customer is to immediately invoke the *Emergency Cross-Connection Response Plan*.

23.O EMERGENCY CROSS-CONNECTION RESPONSE PLAN

In the event that a Backflow incident or Cross-Connection is suspected or occurs, the following procedures shall be implemented immediately.

23.O.1 Notify the Water Utility and the State DHS by phone. This notification is to be followed by written notice within 24 hours. The written notice is to include an explanation of the nature of the Cross-Connection, date and time discovered, and the steps taken to mitigate the Cross-Connection(s).

23.O.2 Keep the Potable Water system pressurized and post "Do Not Drink" signs at all Potable Water fixtures and outlets.

23.O.3 Immediately shut down the Recycled Water supply to the facility at the meter.

23.O.4 Provide bottled water for employees until the Potable Water system is deemed safe to drink.

23.O.5 Collect water samples from the Potable Water system and perform a 24-hour bacteriological analysis. Water samples should be collected from the closest acceptable point to the Cross-Connection. The Water Utility may supply the appropriate sample bottles, obtain the samples, and arrange for laboratory analysis. See the *Water Utility Supplementary Guidelines* for additional information.

23.O.6 Identify the cause and location of Backflow and eliminate the Cross-Connection(s).

23. OPERATION AND MAINTENANCE OF SYSTEMS FOR USE OF RECYCLED WATER (Continued)

23.O.7 Conduct a Cross-Connection test as outlined in Section 22.E-K to verify that all Cross-Connections were eliminated.

23.O.8 Obtain approval from the Program and the State DHS before bringing the Recycled Water system back into service.

23.O.9 If the bacteriological analysis conducted in Step 5 is positive, chlorinate the Potable Water system maintaining a chlorine residual of at least 50 mg/l for 24 hours. Otherwise proceed to Step 11.

23.O.10 Flush the Potable Water system after 24 hours and perform standard bacteriological analysis.

23.O.11 If the results from Step 10 are acceptable, proceed to Step 12. Otherwise, repeat Steps 9-10.

23.O.12 Obtain final approval from the Program and the State DHS before removing signs.

23. OPERATION AND MAINTENANCE OF SYSTEMS FOR USE OF RECYCLED WATER (Continued)

LOCAL CONTACTS

Site:_____
_____
_____

Location:_____
_____
_____
_____
_____
_____

Customer Supervisor:_____

Work Phone:_____

Title:_____ _____

Home Phone:_____

23. OPERATION AND MAINTENANCE OF SYSTEMS FOR USE OF RECYCLED WATER (Continued)

CROSS-CONNECTION TEST NOTIFICATION FORM
(Sent by the Program)

Test Date:

Test Time:

Site Name:

Site Address:

CITY OF SANTA CLARA WATER UTILITY

Contact Person:

Phone:

Agencies Notified: California Department of Health Services, Drinking Water Field Operations Branch - Monterey District

23. OPERATION AND MAINTENANCE OF SYSTEMS FOR USE OF RECYCLED WATER (Continued)

CROSS-CONNECTION NOTIFICATION RSVP FORM
(Returned by Customer)

Site Address:

Test Date:

Agency/Company:

Representatives Attending:

(Please return to requesting party within 48 hours prior to scheduled test)

23. OPERATION AND MAINTENANCE OF SYSTEMS FOR USE OF RECYCLED WATER (Continued)

ANNUAL SELF-INSPECTION REPORT

Standard On-Site (Land) Observation Report

OR

Off-Season Inspection Report

Site:
Date:
Inspected by:
Title:
==========

1. Is there evidence of runoff of recycled water from the site? Show affected area on a sketch and estimate volume:
2. Is there an odor of wastewater origin at the irrigation site? If yes, indicate apparent source, characterization, direction of travel, and any public use areas or off-site facilities affected by the odors.
3. Is there evidence of ponding of recycled water, and/or evidence of mosquitoes breeding within the irrigation area due to ponded water?
4. Are warning signs, tags, stickers, and above ground pipe markings properly posted to inform the public that irrigation is recycled water, which is not suitable for drinking?
5. Is there evidence of leaks or breaks in the irrigation system piping or tubing?
6. Is there evidence of broken or otherwise faulty drip irrigation system emitters or spray irrigation sprinklers?
7. What corrective actions are being taken to correct any problems noted above?

Signed: _____

Dated: _____

23. OPERATION AND MAINTENANCE OF SYSTEMS FOR USE OF RECYCLED WATER (Continued)

RECYCLED WATER USE LICENSE - CUSTOMER APPLICATION

Today's Date:			
Tract No./APN:			
Facility Name:			
Location or Brief Legal Description:			
Mailing Address:			
Type of Development:			
Expected date to commence recycled Water Service (Month/Year)			
Owner:		Proposed Customer Supervisor:	
Address:		Address:	
City:		City:	
State:	Zip:	State:	Zip:
Phone: (___)		Work Phone (___)	
Contact:		Home Phone (___)	
		Alternate:	
Estimated Water Requirements	Acres	Average (AF/YR)	Peak Demand (GPM)
Landscape Irrigation:			
Park:			
Open Space:			
School:			
Industrial Use:			
Athletic Field:			
Brief description of use(s):			
Brief description of proposed Customer Supervisor's current responsibilities and familiarity with the future recycled water system:			

This is a new retrofitted system.
For retrofitted systems: Water Utility: CITY OF SANTA CLARA
Account Number: _____
On-Site pumping **is not** required.
Is the potable system designed to operate as back-up: Yes No

24. WATER CONSERVATION IN LANDSCAPING

24.A **PURPOSE**

The purpose of these Rules and Regulations is to promote efficient water use in landscaping by promoting use of region-appropriate plants that require minimal supplemental irrigation, and by establishing standards for irrigation efficiency. Irrigation efficiencies are accomplished through proper landscape design, installation and management techniques appropriate to Santa Clara's growing conditions. These Rules and Regulations implement the California Water Conservation in Landscaping Act, Government Code Section 65591 et. seq.

24.B **APPLICABILITY**

24.B.1 Except as provided in Subsection 24.B.2. below, these Rules and Regulations shall apply to:

- 24.B.1.(a) New construction projects with an aggregate landscape area equal to or greater than 500 square feet requiring a building or landscape permit, plan check, or design review
- 24.B.1.(b) Rehabilitated landscape projects with an aggregate landscape area equal to or greater than 2,500 square feet requiring a building or landscape permit, plan check, or design review
- 24.B.1.(c) Existing landscapes limited to Sections 493, 493.1, 493.2 in Division 2, Title 23 of the California Code of Regulations; all other existing landscapes shall only be subject to the provisions for existing landscapes provided for in section 24.O
- 24.B.1.(c) New and rehabilitated cemeteries, are limited to sections 24.I, 24.L, and 24.O of these Rules and Regulations

24.B.2 Any project with an aggregate landscape area of 2,500 square feet or less may comply with the performance requirements of this ordinance or conform to the prescriptive measures contained in Appendix D.

24.B.3 These Rules and Regulations shall not apply to:

- 24.B.3.(a) New construction with irrigated landscape areas less than 500 square feet, rehabilitated landscapes with irrigated landscape areas less than 2,500 square feet, or landscapes that do not require a building or landscape permit, plan check or design review, or new or expanded water service;
- 24.B.3.(b) Landscapes, or portions of landscapes, that are only irrigated for an establishment period;
- 24.B.3.(c) Registered local, state or federal historical sites;
- 24.B.3.(d) Mine reclamation projects that do not require a permanent

irrigation system;

24.B.3.(e) Any ecological restoration project that does not require a permanent irrigation system;

24.B.3.(f) Community gardens or plant collections, as part of botanical gardens and arboretums open to the public;

24.B.3.(g) Any commercial cultivation or agricultural products, including by not limited to products of farms, orchards, production nurseries and forests;

24.B.3.(h) Any project that uses, primarily, Recycled Water for irrigation purposes;

24.C **DEFINITIONS**

The terms used in this Section of these Rules and Regulations have the meaning set forth below:

Applied Water: The portion of water supplied by the irrigation system to the landscape.

Automatic (Irrigation) Controller: An automatic mechanical or solid-state timing device, capable of remotely controlling valve stations that operate an irrigation system. Automatic irrigation controllers schedule irrigation events using evapotranspirtion or soil moisture data to set days and length of time of irrigation.

Backflow Prevention Device: A City-approved device that prevents pollution or contamination of the water supply due to the reserve flow of water into the City's water distribution system.

Certificate of Completion: The document required under Section 492.9

Certified Irrigation Designer: A person certified to design irrigation systems by an accredited academic institution, a professional trade organization, or other program such as the U.S. Environmental Protection Agency's WaterSense irrigation designer certification program, or the Irrigation Association's Certified Irrigation Designer program.

Certified Landscape Irrigation Auditor: A person certified to perform landscape irrigation audits by an accredited academic institution, a professional trade organization or other program such as the US Environmental Protection Agency's WasterSense irrigation auditor certification program and Irrigation Association's Certified Landscape Irrigation Auditor Program.

Certified Professional: A certified irrigation designer, certified landscape irrigation auditor, licensed landscape architect, licensed landscape contractor, licensed professional engineer, or any other person authorized by the State of California to design a landscape, an irrigation system or authorized to complete a water budget.

Check Valve or Anti-Drain Valve: A valve located under a sprinkler head, or other location in the irrigation system, to hold water in the system to prevent drainage from sprinkler heads when the sprinkler is off.

Common Interest Developments: Community apartment projects, condominium projects, planned developments, and stock cooperatives per Civil Code Section 4000 et seq.

Compost: The safe and stable product of controlled biologic decomposition of organic materials that is beneficial to plant growth.

Conversion Factor (0.62): A number that converts the maximum applied water allowance from acre-inches per acre per year to gallons per square foot per year. The conversion factor is calculated as follows:

(325,829 gallons/43,560 sq. ft./12 inches = 0.62)
325,829 gallons = 1 acre-foot
43,560 square feet = 1 acre
12 inches = 1 foot

To convert gallons per year to 100 cubic feet per year, the City's billing unit for water, divide gallons per year by 748 (748 gallons = 100 cubic feet).

Distribution Uniformity: The measure of the uniformity of irrigation water over a defined area.

Drip Irrigation: any non-spray low volume irrigation system utilizing emission devices with a flow rate measures in gallons per hour. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

Ecological Restoration Project: A project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.

Effective Precipitation (Eppt) or Usable Rainfall: The portion of total precipitation that is available for plants. Precipitation is not a reliable source of water but can contribute to some degree toward the water needs of the landscape. For the purpose of this document, "effective precipitation" is twenty-five percent (25%) of local annual mean precipitation.

Emitters: Drip irrigation fittings that deliver water slowly from the system to the soil.

Established Landscape: The point at which plants in the landscape have developed roots into the soil adjacent to the root ball.

Establishment Period: The first year after installing the plant in the landscape.

Estimated Applied Water Use: The portion of the Estimated Total Water Use that is derived from applied water. The Estimated Applied Water Use shall not exceed the Maximum Applied Water allowance. The Estimated Applied Water Use may be the sum of the water recommended through the irrigation schedule as

referenced herein.

Estimated Total Water Use (ETWU): The annual total amount of water estimated to be needed to keep the plants in the landscaped area healthy. It is based upon such factors as the local evapotranspiration (ET) rate, the size of the landscaped area, the types of plants, and the efficiency of the irrigation system, as described herein.

Evapotranspiration Adjustment Factor (ETAF): A factor of 0.55 for residential areas and 0.45 for non-residential areas, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to the landscape. The ETAF for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0. The ETAF for existing non-rehabilitated landscapes is 0.8.

A combined plant mix with a site-wide average of 0.5 is the basis of the plant factor portion of this calculation. The irrigation efficiency for the purpose of the ET Adjustment Factor is 0.71.

Evapotranspiration Rate: A quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specific time.

Flow Rate: The rate at which water flows through the pipes, valves and emission devices. (gallons per minute, cubic feet per second, gallon per hour).

Flow Sensor: An inline device installed at the supply point of the irrigation system that produces a repeatable signal proportional to flow rate. Flow sensors must be connected to an automatic irrigation controller, or flow monitor capable of receiving flow signals and operating master valves. This combination flow sensor/controller may also function as a landscape water meter or submeter.

Friable: A soil condition that is easily crumbled or loosely compacted down to a minimum depth per planting material requirements, whereby the root structure of newly planted material will be allowed to spread unimpeded.

Fuel Modification Plan Guideline: Guidelines from a local fire authority to assist residents and businesses that are developing land or building structures in a fire hazard severity zone.

Graywater: Untreated wastewater that has not been contaminated by any toilet discharge, has not been affected by infectious, contaminated, or unhealthy bodily wastes, and does not present a threat from contamination by unhealthful processing, manufacturing, or operating wastes. “Graywater” includes, but is not limited to, wastewater from bathtubs, showers, bathroom washbasins, clothes washing

machines, and laundry tubs, but does not include wastewater from kitchen sinks or dishwashers. Health and Safety Code Section 17922.12.

Hardscape: Any constructed feature in a landscape built of concrete, stone, wood, or other such pervious or non-pervious durable material. Includes, but is not limited to, patios, walkways, and retaining walls.

Hydrozone: A portion of the landscaped area having plants with similar water needs that are served by a valve or set of valves with the same schedule. A Hydrozone may be irrigated or non-irrigated. For example, a naturalized area planted with native vegetation that will not need supplemental irrigation once established is a non-irrigated Hydrozone.

Infiltration Rate: The rate of water entry into the soil expressed as a depth of water per unit of time (e.g. inches per hour).

Invasive Plant Species: Species of plants not historically found in California that spread outside cultivated areas and can damage environmental or economic resources. Invasive species may be regulated by agricultural agencies as noxious species. "Noxious weeds" means any weed designated by the Weed Control Regulations in the Weed Control Act and identified on a Regional District noxious weed control list. List of invasive plants are maintained at the California Invasive Plant Inventory and USDA invasive and noxious weeds database.

Irrigation Audit: An in-depth evaluation of the performance of an irrigation system conducted by a Certified Landscape Irrigation Auditor. An irrigation audit includes, but is not limited to: inspection, system tune-up, system test with distribution uniformity or emission uniformity, reporting overspray or runoff that causes overland flow, and preparation of an irrigation schedule. The audit must be conducted in a manner consistent with the Irrigation Association's Landscape Irrigation Auditor Certification program or other U.S. Environmental Protection Agency "Watersense" labeled auditing program

Irrigation Efficiency (IE): The measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The minimum irrigation efficiency for purposes of this ordinance is 0.71. Greater Irrigation Efficiency can be expected from well-designed and well-maintained systems.

Irrigation Survey: An evaluation of an irrigation system that is less detailed than an irrigation audit. An irrigation survey includes, but is not limited to: inspection, system test, and written recommendations to improve performance of the irrigation system.

Irrigation Water Use Analysis: An analysis of water use data based on meter readings and billing data.

Landscape Architect: A person who holds a license to practice landscape architecture in California as defined by the California Business and Professions Code, Section 5615.

Landscape Area: The entire parcel less the building footprint, driveways, sidewalks, gravel or stone walks, non-irrigated portions of the parking lot, hardscape such as decks and patios, and other pervious or nonpervious hardscapes. Water features are included in the calculation of the landscaped area. Areas dedicated to edible plants such as orchards or vegetable gardens are not included. Landscape area does not include other non-irrigated areas designated for non-development (e.g., open spaces and existing wildland vegetation).

Landscape Contractor: A person licensed by the State of California to construct, maintain, repair, install, or subcontract the development of landscape systems.

Landscape Irrigation Audit: A process to perform site inspection, evaluate irrigation systems, and develop efficient irrigation schedules.

Landscape Installation Report: The report, per section 24.K of these rules and regulations, documenting the landscape installation assessment for new and rehabilitated landscape and irrigation system(s) have been installed.

Landscape Project: An undertaking of landscape design and installation on a particular area of land. A landscape project may be associated with an individual lot, a building project, or a multi-phased development. It may also be a larger, comprehensive landscape scheme that is not coupled with an individual building project.

Lateral Line: The water delivery pipeline that supplies water from the water source to the valve or outlet.

Local Mean Precipitation: The State Department of Water Resources' 20-year historical rainfall data.

Local Water Purveyor: Any entity, including a public agency, city, county, or private water company that provides retail water service

Low-volume Irrigation: The application of irrigation water through a system of tubing or lateral lines and low-volume emitters such as drip and bubblers. Certain rotary emitters designed for highly efficient water distribution, and situated to

irrigate low water use plants, may also be included in this definition at the discretion of the City.

Low Water Use Plant: A plant species whose demonstrated water needs are compatible with local climate and soil conditions such that regular supplemental irrigation is not required to sustain the plant after it has become established. Any species classified as "very low water use" and "low water use" by WUCOLS, having a regionally adjusted plant factor of 0.0 through 0.3, shall be categorically deemed a low water use plant.

Main Line: The pressurized pipeline that delivers water from the water source to the valve or outlet.

Master Shut-off-Valve: An automatic valve installed at the irrigation supply point which controls water flow into the irrigation system. When this valve is closed water will not be supplied to the irrigation system. A master valve will greatly reduce any water loss due to a leaky station valve.

Maximum Applied Water Allowance (MAWA): For design purposes, the upper limit of annual applied water for the established landscaped area as specified in Section 24I., Water Budget Calculation. It is based upon the area's reference Evapotranspiration rate, the ET Adjustment Factor, and the size of the landscaped area. The Estimated Applied Water Use shall not exceed the Maximum Applied Water allowance (gallons per year).

Median: Area between opposing lanes of traffic that may be unplanted or planted with trees, shrubs, perennials, and ornamental grasses.

Microclimate: The climate of a small, specific area that may contrast with the climate of the overall landscape area due to factors such as wind, sun exposure, plant density, or proximity to reflective surfaces.

Mined Reclamation Projects: Any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

Mulch: Any material such as leaves, bark, straw, or other materials left loose and applied to the soil surface to reduce evaporation, suppressing weeds, moderating soil temperature and preventing soil erosion.

Native Plant: A plant indigenous to a specific area of consideration. For the purposes of these Rules and Regulations division, the term will refer to plants indigenous to the costal ranges of Centeral and Northern California, and more specifically to such plants that are suited to the ecology of the present or historic

natural community of the project's vicinity.

New Construction: For the purposes of this ordinance, a new building with a landscape or other new landscape, such as a park, playground, or greenbelt without an associated building.

Non-Residential Landscape: Landscapes in commercial, institutional, industrial and public settings that may have areas designated for recreation or public assembly. It also includes portions of common areas of common interest developments with designated recreational areas and multifamily homes where landscaping is managed by a homeowners association or other common interest development.

No-Water Using Plant: A plant species with water needs that are compatible with local climate and soil conditions such that regular supplemental irrigation is not required to sustain the plant after it has become established.

Operating Pressure: The pressure at which a system of sprinklers is designed to operate, usually indicated at base of sprinkler.

Overhead sprinkler irrigation system: A system that delivers water through the air (e.g., spray heads and rotors).

Overspray: The water which is delivered beyond the landscape area, wetting pavements, walks, structures, or other non-landscaped areas.

Permit: An authorizing document issued by local agencies for new construction or rehabilitated landscapes.

Pervious: Any surface or material that allows the passage of water through the material and into the underlying soil.

Plant Factor: A factor that, when multiplied by reference Evapotranspiration, estimates the amount of water used by plants. For purposes of these Rules and Regulations, the average plant factor of very low water use plants is 0 to 0.1, the plant factor range for low water-using plants ranges from 0.1 to 0.3; for average water-using plants the range is 0.4 to 0.6, and for high water-using plants the range is 0.7 to 1.0. Plant Factors are based on the Department of Water Resources 2000 publication "Water Use Classification of Landscape Species" (WUCOLS).

Project Applicant: The individual or entity submitting a Landscape Documentation Package required to request a permit, plan check, or design review from the local agency. A project applicant may be the property owner or his or her designee

Precipitation Rate: means the rate of application of water measured in inches per hour.

Rain Sensing Device: A system which automatically shuts off the irrigation system when it rains.

Record Drawing or As-Builts: A set of reproducible drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor.

Recreational Areas: Areas of active play or recreation, such as sports fields, school yards, picnic grounds, or other areas with intense foot traffic.

Recycled Water or Reclaimed Water: Treated or recycled wastewater of a quality suitable for non-potable uses, such as landscape irrigation and water features; not intended for human consumption.

Reference Evapotranspiration or **ETo**: A standard measurement of environmental parameters, which affect the water use of plants. ETo is given in inches per day, month, or year (as represented in Section 24.I Water Budget Calculation) and is an estimate of the Evapotranspiration of a large field of four to seven inch tall, cool-season grass that is well watered. Reference Evapotranspiration is the Maximum Applied Water Allowance so that regional differences in climate can be accommodated.

Regional Water Efficient Landscape Ordinance: A local Ordinance adopted by two or more local agencies, water suppliers and other stakeholders for implementing a consistent set of landscape provisions throughout a geographical region. Regional ordinances are strongly encouraged to provide a consistent framework for the landscape industry and applicants to adhere to.

Rehabilitated Landscape: Any re-landscaping project that requires a permit.

Residential Landscape: Landscapes surrounding single family homes or multifamily homes where landscapes are managed by individual homeowners.

Runoff: Water that is not absorbed by the soil or landscape to which it is applied and flows from the landscape area. For example, runoff may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a severe slope.

Soil Moisture Sensing Device: A device that measures the amount of water in the

soil. The device may also initiate or suspend irrigation.

Soil Texture: The classification of soil based on the percentage of sand, silt, and clay in the soil.

Special Landscape Area (SLA): An area of the landscape dedicated solely to edible plants, areas irrigated with recycled water, water features using recycled water and areas dedicated to active play or high-volume foot traffic such as parks, cemeteries, sports fields, golf courses, and where turf provides a playing surface.

Sprinkler Head or Spray Head: A device which delivers water through a nozzle.

Static Water Pressure: The pipeline or municipal water supply pressure when water is not flowing.

Station: An area served by one valve or by a set of valves that operate simultaneously.

Swimming Pool: Any structure intended for swimming, recreational bathing or wading that contains water over 24 inches (610 mm) deep. This includes in-ground, above ground, and on-ground pools; hot tubs; spa and fixed in place wading pools

Submeter: A metering device to measure water applied to the landscape that is installed after the primary utility water meter.

Turf: A ground cover surface of mowed grass. Some examples of turf include annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses. Bermudagrass, kikuyugrass, Seashore Paspalum, St. Augustinegrass, Zoysiagrass, and Buffalo grass are warm-season grasses.

Valve: A device used to control the flow of water in the irrigation system.

Water Conserving Plant Species: A plant species identified as having a very low or low plant factor.

Water Feature: A design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied). The surface area of water features is included in the high water use hydrozone of the landscape area. Constructed wetlands used for on-site wastewater treatment or stormwater best management practices that are not irrigated and used solely for water treatment or stormwater retention are not water features and, therefore, are not subject to the water budget calculation.

Watering Window: The Time of day irrigation is allowed.
Wet Surface Area: The surface area of that portion of a water feature that functions to contain water, such as the water surface of a swimming pool, spa or garden pond. For a fountain or other feature with flowing water, wet surface area shall be measured as a two dimensional plane bounded by the perimeter of the area where water has been designed to flow.

WUCOLS: The current version of the Water Use Classification of Landscape Species current edition published by the University of California Cooperative Extension and the Department of Water Resources, available at: http://ucanr.edu/sites/WUCOLS/Download_WUCOLS_IV_List/

24.D WATER-EFFICIENT DESIGN CHECKLIST

24.D.1 A water-efficient design checklist shall serve as a preliminary summation of select landscape components to determine whether a proposed landscape is generally consistent with the water efficiency goals of these rules and regulations.

24.D.1.(a) All Landscape Projects identified in Santa Clara City Code Section 18.88, Landscaping Permit, shall include a completed water efficient design checklist. Building permits for new dwellings shall also include a completed water efficient design checklist.

24.D.1.(b) The checklist shall be completed by a property owner or certified landscape professional, and shall be submitted to the Planning Division along with the associated Planning Application.

24.E COMPONENTS OF A LANDSCAPE PROJECT SUBMITTAL

24.E.1 Landscape project submittal consists of the following items.

24.E.1.(a) Water-Efficient Design Checklist (section 24.D).

24.E.1.(b) Landscape and Irrigation Design Plans which are required for landscape projects greater than 500 square feet (see section 24.H).

24.E.1.(c) Landscape and Irrigation Maintenance Schedule (section 24.L).

24.E.1.(d) Landscape Installation Report (section 24.K). Shall be submitted following installation of landscaping materials and irrigation hardware.

24.E.1.(e) Water Budget Calculations (Section 24.I). Not required if plant type restriction option (section 24.F.1.(a)) is utilized.

24.E.1.(f) Soil Analysis Report (section 24.J). Only required when requested by City as a condition of permit approval.

24.E.1.(g) Landscape Audit Report (Section 24.O)

24.E.1.(h) Grading Design Plan

24.E.1.(i) Landscape Permit Fee is required when submitting a Landscape Permit.

24.E.1.(j) Application with Project information, Date, Project applicant name, telephone, and mailing address, project address, project type, total landscape area in square feet, water supply type, checklist of all documents in the Landscape Documentation Package, project contacts to include in contact information for the project applicant and property owner, and Applicant signature with the statement, "I agree to comply with the requirements of the water efficient landscape ordinance and submit a complete Landscape Documentation Package"

24.E.2 The City shall:

24.E.2.(a) Provide the project applicant with the Landscape Project Application and Documentation Package requirements

24.E.2.(b) Provide procedures for permits, plan checks, design reviews, or new or expanded water service;

24.E.2.(c) Review the Landscape Project Application;

24.E.2.(d) Approve or deny the project applicant's Landscape Project Application submittal;

24.E.2.(e) Issue or approve a permit, plan check or design review that complies with the approved Landscape Project Application or approve a new or expanded water service application that

complies with the approved Landscape Project Application;

24.E.3 The Project Applicant shall:

24.E.3.(a) Prior to construction, submit all portions of the Landscape Project Application, except the Landscape Audit Report

24.E.3(b) Upon approval of the Landscape Project Application by the City, (1) receive a permit or approval of the plan check or design review and record the date of the permit in the Certificate of Completion; and (2); submit a copy of the approved Landscape Documentation Package along with the record drawings, and other information to the property owner or his/her designee

24.F **DEMONSTRATION OF LANDSCAPE WATER EFFICIENCY**

24.F.1 Applicants of projects subject to these rules and regulations may choose one of the following two options to demonstrate that a landscape proposal meets water-efficiency goals.

24.F.1.(a) Plant Type restriction option: The plan, checklist and any accompanying documentation must demonstrate all of the following as a means of achieving water efficiency.

24.F.1.(a)(i) The total turf area shall not exceed 25% of the landscape area, or 1,250 square feet, whichever is lesser in area.

24.F.1.(a)(ii) Turf or high-water using plants are prohibited outside of the allowed turf area.

24.F.1.(a)(iii) Within non-turf areas, at least 80% of the plants shall be native, low water-using or no-water using.

24.F.1.(a)(iv) All other applicable design criteria of Section 24.G, Water-Efficient Design Elements, shall be met.

24.F.1.(b) Water Budget option: Project applicants may elect to prepare a water budget calculation, per the provisions of Section 24.I, Water Efficient Design Checklist, as a means of demonstrating water efficiency.

24.G **WATER EFFICIENT DESIGN ELEMENTS**

24.G.1 The elements of a landscape project shall be designed to achieve water efficiency consistent with the intent of these Rules and Regulations.

24.G.1.(a) Plant Material:

24.G.1.(a)(i) Plants shall be chosen and arranged appropriately based upon the site's climate, soil characteristics, sun exposure, wildfire susceptibility, topographical conditions and other factors. Plants with similar water needs shall be grouped within hydrozones. Methods to achieve water efficiency shall include one or more of the following: use the Sunset Western Climate Zone System which takes into account temperature, humidity, elevation, terrain, latitude, and varying degrees of continental and marine influence on local climate; recognize the horticultural attributes of plants to minimize damage to property or infrastructure, allow for adequate soil volume for healthy root growth; consider the solar orientation for plant placement to maximize summer share and winter solar gain.

24.G.1.(a)(ii) The turf area shall not be more than 25% of the landscape area, or 1,250 square feet, whichever is lesser in area, unless the project applicant develops a water budget per Section 24.I Water Budget Calculation.

24.G.1.(a)(iii) Turf shall not be planted on slopes greater than 25% where the toe of the slope is adjacent to an impermeable hardscape and where 25% means 1 foot of vertical elevation change for every 4 feet of horizontal length (rise divided by run x 100 = slope percent)

24.G.1.(a)(iv) No portions of turf areas shall be less than eight feet wide.

24.G.1.(a)(v) At least 80% of the plants in non-turf landscape areas shall be native plants, or low water using plants, unless the project applicant develops a water budget

and the ETWU of the landscaped area does not exceed the MAWA.

24.G.1.(a)(vi) The horticultural attributes of plant species (e.g., mature plant size, invasive roots, structural attributes) shall be considered, in order to minimize the potential for damage to property or infrastructure (e.g., buildings, septic systems, sidewalks, power lines).

24.G.1.(a)(vii) Fire-prone plant materials and highly flammable mulches are strongly discouraged. In designated wildland urban interface areas, plants shall be selected, arranged and maintained to provide defensible space for wildfire protection, in conformance with Public Resources Code Section 4291.

24.G.1.(a)(viii) Installation of invasive plant species shall be prohibited.

24.G.1.(a)(ix) Existing invasive plants and noxious weeds within or adjacent to the proposed landscape area shall be removed prior to installation, to minimize potential for spread into installation area.

24.G.1.(a)(x) The architectural guidelines, conditions, covenants or restrictions of a common interest development shall not supersede this division. For example, a common interest development may not prohibit low water use plants, or include conditions that have the effect of restricting the use of low water use plants.

24.G.1.(a)(xi) High water use plants, characterized by a plant factor of 0.7 to 1.0 are prohibited on street medians

24.G.1.(a)(xIi) Methods to achieve water efficiency shall include one or more of the following: Protection and preservation of native species and natural vegetation; selection of water-conserving plant, tree and turf species, especially local native plants; selection of plants based on local climate suitability, disease, and pest resistance; selection of trees based on applicable local

tree ordinances or tree shading guidelines; size at maturity as appropriate for the planting area; and selection of plants from local and regional landscape program lists; and selection of plants from local Fuel Modification Plan Guidelines.

24.G.1.(b) Irrigation System: An irrigation system shall meet all of the requirements listed in this section and the manufacturers' recommendations. The irrigation system and its related components shall be planned and designed to allow for proper installation, management and maintenance. In addition:

24.G.1.(b)(i) The irrigation system shall be designed to prevent runoff, low head drainage, overspray, or other similar conditions.

24.G.1.(b)(ii) Irrigation systems shall be designed, maintained and managed to meet or exceed an average landscape irrigation efficiency of 70%.

24.G.1.(b)(iii) Low-volume irrigation shall be required in mulched areas, in areas with slope greater than 25%, or in any narrow or irregularly shaped areas that are less than ten (10) feet in width in any direction. Irrigation emitters within 24 inches of a non-permeable surface shall be either low-volume, or designed to preclude wasteful overspray and runoff.

24.G.1.(b)(iv) The irrigation hardware for each hydrozone shall include a separate valve. Where feasible, trees shall be placed on separate valves from shrubs, groundcovers, and other plant types.

24.G.1.(b)(v) Automatic irrigation controllers utilizing either evapotranspiration or soil moisture sensor data for irrigation scheduling are required.

24.G.1.(b)(vi) Sensors (rain, freeze, wind, etc.), either integral or auxiliary, that suspend or alter irrigation operation during unfavorable weather conditions shall be required on all irrigation systems.

24.G.1.(b)(vii) Whenever possible, landscape irrigation shall occur between the hours of 6:00 p.m. and 10:00 a.m., unless climatic conditions or unfavorable weather (e.g. high wind, extreme temperature) prevents it or otherwise renders irrigation unnecessary. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.

24.G.1.(c) Soil, conditioning, and mulching:

24.G.1.(c)(i) At the time of installation, a minimum of eight (8) inches of non-compacted topsoil shall be available for water absorption and root growth in planted areas. The City may waive this requirement where a landscape professional has determined that practical limitations (e.g., slope, other geotechnical factors) necessitate a lesser soil depth that is viable for the chosen plant materials.

24.G.1.(c)(ii) Soil amendments, such as compost or fertilizer, shall be appropriately added according to the soil conditions at the project site and based on what is appropriate for the selected plants.

24.G.1.(c)(iii) A minimum three (3)-inch layer of mulch shall be applied on all exposed soil surfaces of planting areas, except in areas of direct seeding application (e.g. hydro-seed).

24.G.1.(c)(iv) Stabilizing mulching products shall be used on slopes that meet current engineering standards.

24.G.1.(d)(v) Organic mulch materials made from recycled or post-consumer shall take precedence over inorganic materials or virgin forest products unless recycled or post-consumer material is not locally available. Organic mulches are not required where prohibited by local Fuel Modification Plan Guidelines or other applicable local ordinance

24.G.1.(c)(v) Prior to planting of any materials, compacted soils

shall be transformed to a friable condition. On engineered slopes, only amended planting holes need meet this requirement.

24.G.1.(d) Hydrozones:

24.G.1.(d)(i) Hydrozones shall group plant materials of similar water use, and shall generally demarcate areas of similar slope, sun exposure, soil, and other site conditions appropriate for the selected plants.

24.G.1.(d)(ii) The flow of water to each hydrozone shall be controlled by a separate valve.

24.G.1.(d)(iii) Sprinkler heads and other emission devices shall be selected based on what is appropriate for the plant type within that hydrozone.

24.G.1.(d)(iv) Within a hydrozone, low and moderate water use plants may be mixed, but all plants within that hydrozone shall be classified as moderate water use for MAWA calculations. High water use plants shall not be mixed with low or moderate water use plants.

24.G.1.(e) Water Features:

24.G.1.(e)(i) Recirculating water systems shall be used for water features.

24.G.1.(e)(ii) The wet surface area of a water feature shall be counted as an area of high water use plants for purposes of a water budget calculation, except as provided in 24.G.1.(e)(iii), below.

24.G.1.(e)(iii) The wet surface area of a pool or spa with a cover shall be counted as an area of medium water use plants for purposes of a water budget calculation.

24.G.1.(e)(iv) Pool and spa covers are required on any newly constructed pool or spa.

24.G.1.(e)(v) Recycled water shall be used for decorative water features where recycled water is made available,

meets all applicable standards for those uses and is determined to be suitable and economically feasible.

24.H **LANDSCAPE AND IRRIGATION DESIGN PLANS**

24.H.1 Landscape and irrigation design plans are required of landscape projects larger than 500 square feet when associated with applications for [major project permit types, e.g., design review, grading permit, or use permit], and building permits for new dwellings. The landscape and irrigation design plan shall be prepared as follows:

24.H.1.(a) The landscape and irrigation design plans shall incorporate all applicable elements of Section 24.G Water-Efficient Design Elements.

24.H.1.(b) The landscape design portion shall be prepared by, and bear the signature of, a licensed landscape architect, licensed landscape contractor, or any other person authorized by the State of California to design a landscape.

24.H.1.(c) The irrigation design portion shall be prepared by, and bear the signature of, a licensed landscape architect, certified irrigation designer, licensed landscape contractor, or any other person authorized by the State of California to design an irrigation system.

24.H.1.(d) The landscape design portion of the landscape and irrigation design plan, at a minimum, shall:

24.H.1.(d)(i) Provide basic project information, such as applicant name, site address, total landscape area and turf area (square feet), irrigation water source (e.g. municipal, well, recycled), and project contacts.

24.H.1.(d)(ii) Identify, in tabular form, all plants to be installed as part of the project. The table shall include the following:

(1) Symbol (representing the plant on the plan).

(2) Common name.

(3) Botanical name.

(4) Container size.

(5) Quantity.

(6) Type (e.g. grass, forb, succulent, vine, shrub, tree).

(7) Water-efficient species identification. All "Native" and "Low Water Use" plant species (defined in section 24.C Definitions) shall be so labeled.

(8) Unique physical specifications of plants (e.g., bare-root, field-potted, multi-trunk), if applicable.

24.H.1.(d)(iii) The landscape and irrigation design plan shall include the following:

(1) General notes, planting notes, plant layout based on size at maturity, species, and symbol legend.

(2) Spacing of proposed plantings.

(3) Topography

(4) Trunk diameter of all existing trees whose trunk circumference is greater than 18.5 inches, measured 54 inches above grade.

(5) Existing features to remain, such as trees, fencing, hardscape, etc.

(6) Existing features to be removed.

(7) Identification of pertinent site factors such as sun exposure, microclimate, property lines, buildings, underground/above-ground utilities, existing drainage features, etc.

(8) Proposed grading. For earthwork exceeding 150 cubic yards, or for cuts or fills exceeding five vertical feet, a grading permit will be required.

(9) Seed mix, if applicable.

24.H.1.(d)(iv) Delineate and label each hydrozone; Designate the areas irrigated by each valve and assign a number to each valve. Use this valve number in the Hydrozone Information Table (see Appendix B Section A).

24.H.1.(d)(v) Identify each hydrozone as low water, moderate water, high water, or mixed (low/moderate) water use, as defined by WUCOLS;

24.H.1.(d)(vi) Identify special landscape areas;

24.H.1.(d)(vii) Identify type of mulch and application depth;

24.H.1.(d)(viii) Identify soil amendments, type and quantity;

24.H.1.(d)(ix)Identify type and wet surface area of water features;

24.H.1.(d)(x) Identify hardscapes (pervious and non-pervious); and

24.H.1.(d)(x) Contain the following statement: "I have complied with the criteria of the Water Service and Use Rules and Regulations for Water Conservation in Landscaping and applied them for the efficient use of water in the landscape design plan."

24.H.1.(e) The design of the irrigation system shall conform to the hydrozones of the landscape design plan. The irrigation design portion of the landscape and irrigation design plan, at a minimum, shall contain:

24.H.1.(e)(i) Location, type and size of all components of the irrigation system, including controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, pressure regulators, and backflow prevention devices;

24.H.1.(e)(ii) Static water pressure at the point of connection to the public water supply;

24.H.1(e)(iii) Manual shut-off valves as close as possible to the point of connection of the water supply, to minimize water loss in case of an emergency or routine repair;

24.H.1(e)(iv) Landscape water meters shall be installed at all non-residential irrigated landscapes and residential irrigation landscapes of 5,000 square feet or larger.

24.H.1(e)(v) Flow sensors that detect high flow conditions created by system damage or malfunction (for non-residential landscapes and residential landscapes of 5,000 square feet or larger)

24.H.1.(e)(vi) Flow rate (gallons per minute), application rate (inches per hour), and design operating pressure (pressure per square inch) for each station;

24.H.1.(e)(vii) Master shut-off valves for all projects except landscapes that make use of technologies that allow for the individual control of sprinklers that are individually pressurized in a system equipped with low pressure shutdown features.

24.H.1.(e)(viii) Irrigation schedule;

24.H.1.(e)(ix) Location and size of separate water meters for landscape (if applicable); and,

24.H.1.(e)(x) The following statement: "I have complied with the criteria of the Water Service and Use Rules and Regulations for Water Conservation in Landscaping and applied them accordingly for the efficient use of water in the irrigation design plan."

24.H.1.(f) Grading. If the landscape project area will be graded, then, at a minimum, grading contours and quantities shall be shown on the landscape design plan. Grading shall meet all applicable requirements of the City. A geotechnical engineer should be consulted prior to the installation of landscaping materials and irrigation hardware on slopes greater than 50%, or in any areas where slope stability may be compromised.

24.H.1.(g) Storm Water Management. Storm water best management practices shall be incorporated as appropriate into the landscape installation, the details of which shall be shown on the landscape design plan. Practices that increase rainwater capture and retention are encouraged. Installation shall be subject to the City's National Pollutant Discharge

Elimination System (NPDES) storm water discharge permit requirements.

24.I **WATER BUDGET CALCULATION**

24.I.1. A Project applicant shall complete a water budget calculation for the landscape project as required per section 24.F Demonstration of Landscape Efficiency A water budget must be completed by a certified professional who is authorized by the State of California to complete a water budget. Water budget calculations shall adhere to the following requirements:

24.I.1.(a) The plant factor used shall be from WUCOLS. The plant factor ranges from 0.0 to 0.1 for very low water using plants, 0.1 to 0.3 for low water use plants, from 0.4 to 0.6 for moderate water use plants, and from 0.7 to 1.0 for high water use plants.

24.I.1.(b) The wet surface area of a water feature shall be counted as an area of high water using plants for purposes of a water budget calculation, except as provided in section 24.I.1(c), below.

24.I.1.(c) The wet surface area of a pool or spa with a cover shall be counted as an area of medium water using plants for purposes of a water budget calculation.

24.I.1.(d) Where low and moderate water use plants are be mixed within a single hydrozone, the entire hydrozone area shall be classified as moderate water use for purposes of a water budget calculation. All water features shall be included in the high water use hydrozone and temporarily irrigated areas shall be included in the flow water use hydrozone. High water use plants shall not be mixed with low or moderate water use plants.

24.I.1.(e) All special landscape areas shall be identified and their water use included in the water budget calculations.

24.I.1.(f) The reference evapotranspiration adjustment factor (ETAF) for special landscape areas shall not exceed 1.0. The ETAF for the remaining landscaped area shall not exceed 0.55 for residential areas and 0.45 for non-residential areas.

24.I.1.(g) Irrigation system efficiency shall be greater than or equal to 70%.

24.I.1.(h) Maximum Applied Water Allowance (MAWA) shall be calculated

using the equation below:
For Residential Areas:
MAWA = (ETo) (0.62) [(0.55 x LA) + (0.45 x SLA)]
For Non-Residential Areas:
MAWA = (ETo) (0.62) [(0.45 x LA) + (0.55 x SLA)]
Where:
MAWA = Maximum Applied Water Allowance (gallons per year)
ETo = Reference Evapotranspiration (inches per year)
0.62 = Conversion Factor (acre-inches to gallons)
0.55 = Reference Evapotranspiration Adjustment Factor for residential areas
0.45 = Reference Evapotranspiration Adjustment Factor for non-residential areas
LA = Landscape Area including SLA (square feet)
0.45 = Additional Water Allowance for SLA in residential areas
0.55 = Additional Water Allowance for SLA in non-residential areas
SLA = Special Landscape Area (square feet)

24.I.1.(i) A project applicant may consider effective precipitation (25% of annual precipitation) in tracking water use and may use the following equation to calculate the MAWA:
MAWA = (ETo - Eppt) (0.62) [(0.55 x LA) + (0.45 x SLA)] for residential areas
MAWA = (ETo - Eppt) (0.62) [(0.45 x LA) + (0.45 x SLA)] for non-residential areas

ETo values from the Reference Evapotranspiration Table in Appendix A shall be used in calculating the Maximum Applied Water Allowance (MAWA) and Estimated Total Water Use (ETWU)

24.I.1.(j) Estimated Total Water Use (ETWU) shall be calculated for each hydrozone using the equation below. The sum of the ETWU calculated for all hydrozones shall not exceed the MAWA.

$$ETWU = (ETo)(0.62)\left(\frac{PF\ x\ HA}{IE} + SLA\right)$$

Where:
ETWU = Estimated Total Water Use per year (gallons)
ETo = Reference Evapotranspiration (inches)
PF = Plant Factor from WUCOLS

HA = Hydrozone Area
[high, medium, and low water use areas] (square feet)
SLA = Special Landscape Area (square feet)
0.62 = Conversion Factor
IE = Irrigation Efficiency (minimum 0.70)

24.J **SOIL ANALYSIS**

24.J.1. In order to reduce runoff and encourage healthy plant growth, The City shall have discretion to require soil analysis as a condition of approval for any [major project permit types, e.g., grading permit, or use permit], where a landscape project submittal is required (Appendix E).

24.J.2 A soil analysis report shall document the various characteristics of the soil (e.g. texture, infiltration rate, pH, soluble salt content, percent organic matter, etc), and provide recommendations for amendments as appropriate to optimize the productivity and water-efficiency of the soil. Soil samples shall be submitted to a laboratory for analysis and recommendations. Sampling shall be conducted in accordance with laboratory protocol, including protocols regarding adequate sampling depth for the intended plants. The soil analysis report shall be made available to the professionals preparing the landscape and irrigation design plans in a timely manner either before or during the design process. A copy of the soils analysis report shall be submitted to the City as part of the landscape documentation package.

24.J.3 In projects with multiple landscape installations (i.e. product home developments) a soil sampling rate of 1in 7 lots or approximately 15% will satisfy this requirement. Large landscape projects shall sample at a rate equivalent to 1 in 7 lots.

24.J.4 The project applicant or his/her designee shall comply with one of the following:

24.J.4.(a) If significant mass grading is not planned, the soil analysis report shall be submitted to the local agency as part of the Landscape Documentation; or

24.J.4.(b) If significant mass grading is planned, the soil analysis report shall be submitted to the local agency as part of the Certificate of Completion

24.J.4.(c) The soil analysis report shall be made available, in a timely manner, to the professionals preparing the landscape design plans and irrigation design plans to make any necessary adjustments to the design plans.

24.J.4.(d) The project applicant, or his/her designee, shall submit

documentation verifying implementation of soil analysis report recommendations to the local agency with the Certificate of Completion.

24.K. LANDSCAPE INSTALLATION REPORT

24.K.1. A Landscape installation assessment for new or rehabilitated landscapes shall be conducted by a certified landscape professional after the landscaping and irrigation system have been installed. The findings of the assessment shall be consolidated into a Landscape Installation Report.

24.K.1.(a) The Landscape Installation Report shall include, but is not limited to: inspection to confirm that the landscaping and irrigation system were installed as specified in the landscape and irrigation design plan, system tune-up, system test with distribution uniformity, reporting overspray or run off that causes overland flow, and preparation of an irrigation schedule.

24.K.1.(b) The Landscape Installation Report shall include the following statement: "The landscape and irrigation system has been installed as specified in the landscape and irrigation design plan and complies with the criteria of the Water Service Rules and Regulations for Water Conservation in Landscaping."

24.K.1.(c) The City of Santa Clara shall administer ongoing programs that may include, but not be limited to, post-installation landscape inspection, irrigation water use analysis, irrigation audits, irrigation surveys and water budget calculations to evaluate compliance with the MAWA.

24.L LANDSCAPE AND IRRIGATION MAINTENANCE

24.L.1. Landscapes shall be maintained to ensure successful establishment following installation, and to ensure water use efficiency consistent with these Rules and Regulations. A maintenance schedule shall be established and submitted to the City either with the landscape application package, with the Landscape Installation Report, or any time before the landscape installation report is submitted. Maintenance contract documentation shall be provided to the City if so requested.

24.L.1.(a) Maintenance shall include, but not be limited to the following: routine inspection; pressure testing, adjustment and repair of the irrigation system; aerating and de-thatching turf areas; replenishing mulch; fertilizing; pruning; replanting of failed plants; weeding; pest

control; and removing obstructions to emission devices.

24.L.1.(b) Failed plants shall be replaced with the same or functionally equivalent plants that may be size-adjusted as appropriate for the stage of growth of the overall installation. Failing plants shall either be replaced, or be revived through appropriate adjustments in water, nutrients, pest control or other factors as recommended by a landscaping professional.

24.L.2. For implementation of the irrigation schedule, particular attention must be paid to irrigation run times, emission devices, flow rate, and current reference evapotranspiration, so that applied water meets the Estimated Total Water Use. Total annual applied water shall be less than or equal to Maximum Applied Water Allowance (MAWA). Actual irrigation schedules shall be regulated by automatic irrigation controllers using current evapotranspiration data or soil moisture sensor data.

24.L.3. Parameters used to set the automatic controller shall be developed and submitted for each of the following:

24.L.3.(a) Plant establishment period; established landscape; and temporarily irrigated areas

24.L.4. Each irrigation schedule shall consider for each station all of the following that apply:

24.L.4.(a) irrigation interval; irrigation run times,; number of cycle starts required for each irrigation event to avoid run off; amount of applied water scheduled to be applied on a monthly basis; application rate setting; root depth setting; plant type setting; soil type; slope factor setting; shade factor setting; and irrigation uniformity or efficiency setting.

24.M **LANDSCAPE PROJECT REFERRAL**

24.M.1. The City shall refer the landscape project documents to any City department or outside agency whose interests or area of expertise warrants their participation in the review process. Referral agencies may include, but are not limited to, Santa Clara Valley Water District and Santa Clara Fire Department.

24.N **LANDSCAPE PROJECT REVIEW FEE**

24.N. A landscape project review fee shall be required by the schedule of fees established by resolution of the City Council.

24.O **AUDIT OF EXISTING LANDSCAPES**

24.O.1. This section shall apply to all existing landscapes that were installed before the effective date of this Ordinance and are over one acre in size. The City shall be authorized to require audits to evaluate water use on established landscapes larger than one acre. Such audit may be also be initiated as a coordinated effort between the City and a water purveyor (e.g., Santa Clara Valley Water District, as part of the Water District's established outdoor water conservation programs). When such audit is required, it must be completed by a certified landscape irrigation auditor. All existing landscapes over one acre in size, even if installed before the enactment of this Ordinance, shall maintain landscape irrigation facilities to prevent water waste and runoff.

24.O.2. Following the findings and recommendations of the certified landscape irrigation auditor, the City may require adjustments to irrigation usage, irrigation hardware, and/or landscape materials to reduce irrigation water use. Landscape renovation or rehabilitation resulting from such audit activity shall be considered a Landscape Project, and shall be subject to applicable document submittal requirements of Section 24.E Components of Landscape Project Submittal.

24.O.3. For established landscapes that have dedicated irrigation meters, the maximum applied water allowance (MAWA) shall be calculated as follows:
MAWA= (ETo) (0.62) (LA) (0.8)

Where:
MAWA = Maximum Applied Water Allowance (gallons per year)
ETo = Reference Evapotranspiration (inches per year)
0.62 = Conversion Factor (acre-inches to gallons)
LA = Landscape Area (square feet)
0.7 = Reference Evapotranspiration Adjustment Factor (ETAF)

24.O.4 Water Waste Prevention

24.O.4.(a) Restrictions regarding overspray and runoff may be modified if:

24.O.4.(a)(i) The landscape area is adjacent to permeable surfacing and no run off occurs; or

24.O.4.(b)(ii) the adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping.

24.O.5. The Landscape Audit Report shall include the following statement: "The landscape and irrigation system has been installed as specified in the Landscape and Irrigation Design Plan and complies with the criteria of the

Ordinance and the permit."

24.P **CERTIFICATE OF COMPLETION**

24.P.1 The Certificate of Completion (see Appendix C for sample certificate) Project Information sheet shall include the following six (6) elements:

24.P.1.(a) Project Information sheet contains:

24.P.1.(a)(i) Date

24.P.1.(a)(ii) Project name

24.P.1.(a)(iii) Project applicant name, telephone, and mailing address;

24.P.1.(a)(iv) Project address and location; and

24.P.1.(a)(v) Property owner name, telephone, and mailing address;

24.P.1.(b) Certification by either the signer of the landscape design plan, the signer of the irrigation design plan, or the licensed landscape contractor that the landscape project has been installed per the approved Landscape Documentation Package;

24.P.2.(b)(i) Where there have been significant changes made in the field during construction, these "as-built" or record drawings shell be included with the certification;

24.P.2.(b)(ii) A diagram of the irrigation plan showing hydrozones shall be kept with the irrigation controller for subsequent management purposes

24.P.1.(c) Irrigation scheduling parameters used to set the controller

24.P.1.(d) Landscape Irrigation Maintenance Schedule (Section 24.L)

24.P.1.(e) Irrigation Audit Report (Section 24.O)

24.P.1.(f) Soil analysis report, if not submitted with Landscape Documentation Package, and documentation verifying implementation of soil report recommendations (Section 24.J)

24.P.2 The project applicant shall:

24.P.2.(a) Submit the signed Certificate of Completion to the City for review;

24.P.2.(b) ensure the copies of the approved Certificate of Completion are submitted to the local water purveyor and property owner for his or her designee

24.P.3 The City of Santa Clara shall:

24.P.3.(a) Receive the signed Certificate of Completion from the applicant;

24.P.3.(b) approve or deny the Certificate of Completion. If the Certificate of Completion is denied, the City of Santa Clara shall provide information to the project applicant regarding reapplication, appeal; or other assistance.

24.Q **RECYCLED WATER**

24.Q.1. The installation of recycled water irrigation systems shall allow for the current and future use of recycled water

24.Q.2. All recycled water irrigation systems shall be designed and operated in accordance with all applicable local and state laws

24.Q.3 Landscapes using recycled water are considered Special Landscape Areas. The ET Adjustment Factor for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0

24.R **ENVIRONMENTAL REVIEW**

24.R.1. The City must comply with the California Environmental Water Quality (CEQA), as appropriate

24.S **PUBLIC EDUCATION**

24.S.1. Education is a critical component to promote the efficient use of water in landscapes. The use of appropriate principles of design, installation, management, and maintenance to save water is encouraged in the community. The City shall provide information to all applicants regarding the design, installation, management and maintenance of water-efficient landscapes and irrigation systems. This shall include, and is not limited to, promoting the use of recycled water and the efficient use of water through water conservation incentive programs offered by the City or the Santa Clara Valley Water District.

24.S.2. All model homes that are landscaped shall have signs installed that provide information on the principles of water-efficient landscaping.

24.T **PENALTIES**

24.T.1 Non-compliance with any applicable provision of the Water Service and Use Rules and Regulations shall constitute a violation of the City Code shall be subject to enforcement action and/or permit revocation.

24. WATER CONSERVATION IN LANDSCAPING (Continued)

APPENDIX A: REFERENCE ETO TABLE

24. WATER CONSERVATION IN LANDSCAPING (Continued)

Appendix A - Reference Evapotranspiration (ETo) Table*

County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
ALAMEDA													
Fremont	1.5	1.9	3.4	4.7	5.4	6.3	6.7	6.0	4.5	3.4	1.8	1.5	47.0
Livermore	1.2	1.5	2.9	4.4	5.9	6.6	7.4	6.4	5.3	3.2	1.5	0.9	47.2
Oakland	1.5	1.5	2.8	3.9	5.1	5.3	6.0	5.5	4.8	3.1	1.4	0.9	41.8
Oakland Foothills	1.1	1.4	2.7	3.7	5.1	6.4	5.8	4.9	3.6	2.6	1.4	1.0	39.6
Pleasanton	0.8	1.5	2.9	4.4	5.6	6.7	7.4	6.4	4.7	3.3	1.5	1.0	46.2
Union City	1.4	1.8	3.1	4.2	5.4	5.9	6.4	5.7	4.4	3.1	1.5	1.2	44.2
ALPINE													
Markleeville	0.7	0.9	2.0	3.5	5.0	6.1	7.3	6.4	4.4	2.6	1.2	0.5	40.6
AMADOR													
Jackson	1.2	1.5	2.8	4.4	6.0	7.2	7.9	7.2	5.3	3.2	1.4	0.9	48.9
Shanandoah Valley	1.0	1.7	2.9	4.4	5.6	6.8	7.9	7.1	5.2	3.6	1.7	1.0	48.8
BUTTE													
Chico	1.2	1.8	2.9	4.7	6.1	7.4	8.5	7.3	5.4	3.7	1.7	1.0	51.7
Durham	1.1	1.8	3.2	5.0	6.5	7.4	7.8	6.9	5.3	3.6	1.7	1.0	51.1
Gridley	1.2	1.8	3.0	4.7	6.1	7.7	8.5	7.1	5.4	3.7	1.7	1.0	51.9
Oroville	1.2	1.7	2.8	4.7	6.1	7.6	8.5	7.3	5.3	3.7	1.7	1.0	51.5
CALAVERAS													
San Andreas	1.2	1.5	2.8	4.4	6.0	7.3	7.9	7.0	5.3	3.2	1.4	0.7	48.8
COLUSA													
Colusa	1.0	1.7	3.4	5.0	6.4	7.6	8.3	7.2	5.4	3.8	1.8	1.1	52.8
Williams	1.2	1.7	2.9	4.5	6.1	7.2	8.5	7.3	5.3	3.4	1.6	1.0	50.8
CONTRA COSTA													
Brentwood	1.0	1.5	2.9	4.5	6.1	7.1	7.9	6.7	5.2	3.2	1.4	0.7	48.3
Concord	1.1	1.4	2.4	4.0	5.5	5.9	7.0	6.0	4.8	3.2	1.3	0.7	43.4
Courtland	0.9	1.5	2.9	4.4	6.1	6.9	7.9	6.7	5.3	3.2	1.4	0.7	48.0
Martinez	1.2	1.4	2.4	3.9	5.3	5.6	6.7	5.6	4.7	3.1	1.2	0.7	41.8
Moraga	1.2	1.5	3.4	4.2	5.5	6.1	6.7	5.9	4.6	3.2	1.6	1.0	44.9
Pittsburg	1.0	1.5	2.8	4.1	5.6	6.4	7.4	6.4	5.0	3.2	1.3	0.7	45.4
Walnut Creek	0.8	1.5	2.9	4.4	5.6	6.7	7.4	6.4	4.7	3.3	1.5	1.0	46.2
DEL NORTE													
Crescent City	0.5	0.9	2.0	3.0	3.7	3.5	4.3	3.7	3.0	2.0	0.9	0.5	27.7
EL DORADO													
Camino	0.9	1.7	2.5	3.9	5.9	7.2	7.8	6.8	5.1	3.1	1.5	0.9	47.3
FRESNO													
Clovis	1.0	1.5	3.2	4.8	6.4	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.4
Coalinga	1.2	1.7	3.1	4.6	6.2	7.2	8.5	7.3	5.3	3.4	1.6	0.7	50.9
Firebaugh	1.0	1.8	3.7	5.7	7.3	8.1	8.2	7.2	5.5	3.9	2.0	1.1	55.4
FivePoints	1.3	2.0	4.0	6.1	7.7	8.5	8.7	8.0	6.2	4.5	2.4	1.2	60.4
Fresno	0.9	1.7	3.3	4.8	6.7	7.8	8.4	7.1	5.2	3.2	1.4	0.6	51.1
Fresno State	0.9	1.6	3.2	5.2	7.0	8.0	8.7	7.6	5.4	3.6	1.7	0.9	53.7
Friant	1.2	1.5	3.1	4.7	6.4	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.3
Kerman	0.9	1.5	3.2	4.8	6.6	7.7	8.4	7.2	5.3	3.4	1.4	0.7	51.2
Kingsburg	1.0	1.5	3.4	4.8	6.6	7.7	8.4	7.2	5.3	3.4	1.4	0.7	51.6
Mendota	1.5	2.5	4.6	6.2	7.9	8.6	8.8	7.5	5.9	4.5	2.4	1.5	61.7
Orange Cove	1.2	1.9	3.5	4.7	7.4	8.5	8.9	7.9	5.9	3.7	1.8	1.2	56.7
Panoche	1.1	2.0	4.0	5.6	7.8	8.5	8.3	7.3	5.6	3.9	1.8	1.2	57.2
Parlier	1.0	1.9	3.6	5.2	6.8	7.6	8.1	7.0	5.1	3.4	1.7	0.9	52.0

24. WATER CONSERVATION IN LANDSCAPING (Continued)

Appendix A - Reference Evapotranspiration (ETo) Table*

County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
FRESNO													
Reedley	1.1	1.5	3.2	4.7	6.4	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.3
Westlands	0.9	1.7	3.8	6.3	8.0	8.6	8.6	7.8	5.9	4.3	2.1	1.1	58.8
GLENN													
Orland	1.1	1.8	3.4	5.0	6.4	7.5	7.9	6.7	5.3	3.9	1.8	1.4	52.1
Willows	1.2	1.7	2.9	4.7	6.1	7.2	8.5	7.3	5.3	3.6	1.7	1.0	51.3
HUMBOLDT													
Eureka	0.5	1.1	2.0	3.0	3.7	3.7	3.7	3.7	3.0	2.0	0.9	0.5	27.5
Ferndale	0.5	1.1	2.0	3.0	3.7	3.7	3.7	3.7	3.0	2.0	0.9	0.5	27.5
Garberville	0.6	1.2	2.2	3.1	4.5	5.0	5.5	4.9	3.8	2.4	1.0	0.7	34.9
Hoopa	0.5	1.1	2.1	3.0	4.4	5.4	6.1	5.1	3.8	2.4	0.9	0.7	35.6
IMPERIAL													
Brawley	2.8	3.8	5.9	8.0	10.4	11.5	11.7	10.0	8.4	6.2	3.5	2.1	84.2
Calipatria/Mulberry	2.4	3.2	5.1	6.8	8.6	9.2	9.2	8.6	7.0	5.2	3.1	2.3	70.7
El Centro	2.7	3.5	5.6	7.9	10.1	11.1	11.6	9.5	8.3	6.1	3.3	2.0	81.7
Holtville	2.8	3.8	5.9	7.9	10.4	11.6	12.0	10.0	8.6	6.2	3.5	2.1	84.7
Meloland	2.5	3.2	5.5	7.5	8.9	9.2	9.0	8.5	6.8	5.3	3.1	2.2	71.6
Palo Verde II	2.5	3.3	5.7	6.9	8.5	8.9	8.6	7.9	6.2	4.5	2.9	2.3	68.2
Seeley	2.7	3.5	5.9	7.7	9.7	10.1	9.3	8.3	6.9	5.5	3.4	2.2	75.4
Westmoreland	2.4	3.3	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.4
Yuma	2.5	3.4	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.6
INYO													
Bishop	1.7	2.7	4.8	6.7	8.2	10.9	7.4	9.6	7.4	4.8	2.5	1.6	68.3
Death Valley Jct	2.2	3.3	5.4	7.7	9.8	11.1	11.4	10.1	8.3	5.4	2.9	1.7	79.1
Independence	1.7	2.7	3.4	6.6	8.5	9.5	9.8	8.5	7.1	3.9	2.0	1.5	65.2
Lower Haiwee Res.	1.8	2.7	4.4	7.1	8.5	9.5	9.8	8.5	7.1	4.2	2.6	1.5	67.6
Oasis	2.7	2.8	5.9	8.0	10.4	11.7	11.6	10.0	8.4	6.2	3.4	2.1	83.1
KERN													
Arvin	1.2	1.8	3.5	4.7	6.6	7.4	8.1	7.3	5.3	3.4	1.7	1.0	51.9
Bakersfield	1.0	1.8	3.5	4.7	6.6	7.7	8.5	7.3	5.3	3.5	1.6	0.9	52.4
Bakersfield/Bonanza	1.2	2.2	3.7	5.7	7.4	8.2	8.7	7.8	5.7	4.0	2.1	1.2	57.9
Bakersfield/Greenlee	1.2	2.2	3.7	5.7	7.4	8.2	8.7	7.8	5.7	4.0	2.1	1.2	57.9
Belridge	1.4	2.2	4.1	5.5	7.7	8.5	8.6	7.8	6.0	3.8	2.0	1.5	59.2
Blackwells Corner	1.4	2.1	3.8	5.4	7.0	7.8	8.5	7.7	5.8	3.9	1.9	1.2	56.6
Buttonwillow	1.0	1.8	3.2	4.7	6.6	7.7	8.5	7.3	5.4	3.4	1.5	0.9	52.0
China Lake	2.1	3.2	5.3	7.7	9.2	10.0	11.0	9.8	7.3	4.9	2.7	1.7	74.8
Delano	0.9	1.8	3.4	4.7	6.6	7.7	8.5	7.3	5.4	3.4	1.4	0.7	52.0
Famoso	1.3	1.9	3.5	4.8	6.7	7.6	8.0	7.3	5.5	3.5	1.7	1.3	53.1
Grapevine	1.3	1.8	3.1	4.4	5.6	6.8	7.6	6.8	5.9	3.4	1.9	1.0	49.5
Inyokern	2.0	3.1	4.9	7.3	8.5	9.7	11.0	9.4	7.1	5.1	2.6	1.7	72.4
Isabella Dam	1.2	1.4	2.8	4.4	5.8	7.3	7.9	7.0	5.0	3.2	1.7	0.9	48.4
Lamont	1.3	2.4	4.4	4.6	6.5	7.0	8.8	7.6	5.7	3.7	1.6	0.8	54.4
Lost Hills	1.6	2.2	3.7	5.1	6.8	7.8	8.7	7.8	5.7	4.0	2.1	1.6	57.1
McFarland/Kern	1.2	2.1	3.7	5.6	7.3	8.0	8.3	7.4	5.6	4.1	2.0	1.2	56.5
Shafter	1.0	1.7	3.4	5.0	6.6	7.7	8.3	7.3	5.4	3.4	1.5	0.9	52.1
Taft	1.3	1.8	3.1	4.3	6.2	7.3	8.5	7.3	5.4	3.4	1.7	1.0	51.2
Tehachapi	1.4	1.8	3.2	5.0	6.1	7.7	7.9	7.3	5.9	3.4	2.1	1.2	52.9
KINGS													
Caruthers	1.6	2.5	4.0	5.7	7.8	8.7	9.3	8.4	6.3	4.4	2.4	1.6	62.7

24. WATER CONSERVATION IN LANDSCAPING (Continued)

Appendix A - Reference Evapotranspiration (ETo) Table*

County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
KINGS													
Corcoran	1.6	2.2	3.7	5.1	6.8	7.8	8.7	7.8	5.7	4.0	2.1	1.6	57.1
Hanford	0.9	1.5	3.4	5.0	6.6	7.7	8.3	7.2	5.4	3.4	1.4	0.7	51.5
Kettleman	1.1	2.0	4.0	6.0	7.5	8.5	9.1	8.2	6.1	4.5	2.2	1.1	60.2
Lemoore	0.9	1.5	3.4	5.0	6.6	7.7	8.3	7.3	5.4	3.4	1.4	0.7	51.7
Stratford	0.9	1.9	3.9	6.1	7.8	8.6	8.8	7.7	5.9	4.1	2.1	1.0	58.7
LAKE													
Lakeport	1.1	1.3	2.6	3.5	5.1	6.0	7.3	6.1	4.7	2.9	1.2	0.9	42.8
Lower Lake	1.2	1.4	2.7	4.5	5.3	6.3	7.4	6.4	5.0	3.1	1.3	0.9	45.4
LASSEN													
Buntingville	1.0	1.7	3.5	4.9	6.2	7.3	8.4	7.5	5.4	3.4	1.5	0.9	51.8
Ravendale	0.6	1.1	2.3	4.1	5.6	6.7	7.9	7.3	4.7	2.8	1.2	0.5	44.9
Susanville	0.7	1.0	2.2	4.1	5.6	6.5	7.8	7.0	4.6	2.8	1.2	0.5	44.0
LOS ANGELES													
Burbank	2.1	2.8	3.7	4.7	5.1	6.0	6.6	6.7	5.4	4.0	2.6	2.0	51.7
Claremont	2.0	2.3	3.4	4.6	5.0	6.0	7.0	7.0	5.3	4.0	2.7	2.1	51.3
El Dorado	1.7	2.2	3.6	4.8	5.1	5.7	5.9	5.9	4.4	3.2	2.2	1.7	46.3
Glendale	2.0	2.2	3.3	3.8	4.7	4.8	5.7	5.6	4.3	3.3	2.2	1.8	43.7
Glendora	2.0	2.5	3.6	4.9	5.4	6.1	7.3	6.8	5.7	4.2	2.6	2.0	53.1
Gorman	1.6	2.2	3.4	4.6	5.5	7.4	7.7	7.1	5.9	3.6	2.4	1.1	52.4
Hollywood Hills	2.1	2.2	3.8	5.4	6.0	6.5	6.7	6.4	5.2	3.7	2.8	2.1	52.8
Lancaster	2.1	3.0	4.6	5.9	8.5	9.7	11.0	9.8	7.3	4.6	2.8	1.7	71.1
Long Beach	1.8	2.1	3.3	3.9	4.5	4.3	5.3	4.7	3.7	2.8	1.8	1.5	39.7
Los Angeles	2.2	2.7	3.7	4.7	5.5	5.8	6.2	5.9	5.0	3.9	2.6	1.9	50.1
Monrovia	2.2	2.3	3.8	4.3	5.5	5.9	6.9	6.4	5.1	3.2	2.5	2.0	50.2
Palmdale	2.0	2.6	4.6	6.2	7.3	8.9	9.8	9.0	6.5	4.7	2.7	2.1	66.2
Pasadena	2.1	2.7	3.7	4.7	5.1	6.0	7.1	6.7	5.6	4.2	2.6	2.0	52.3
Pearblossom	1.7	2.4	3.7	4.7	7.3	7.7	9.9	7.9	6.4	4.0	2.6	1.6	59.9
Pomona	1.7	2.0	3.4	4.5	5.0	5.8	6.5	6.4	4.7	3.5	2.3	1.7	47.5
Redondo Beach	2.2	2.4	3.3	3.8	4.5	4.7	5.4	4.8	4.4	2.8	2.4	2.0	42.6
San Fernando	2.0	2.7	3.5	4.6	5.5	5.9	7.3	6.7	5.3	3.9	2.6	2.0	52.0
Santa Clarita	2.8	2.8	4.1	5.6	6.0	6.8	7.6	7.8	5.8	5.2	3.7	3.2	61.5
Santa Monica	1.8	2.1	3.3	4.5	4.7	5.0	5.4	5.4	3.9	3.4	2.4	2.2	44.2
MADERA													
Chowchilla	1.0	1.4	3.2	4.7	6.6	7.8	8.5	7.3	5.3	3.4	1.4	0.7	51.4
Madera	0.9	1.4	3.2	4.8	6.6	7.8	8.5	7.3	5.3	3.4	1.4	0.7	51.5
Raymond	1.2	1.5	3.0	4.6	6.1	7.6	8.4	7.3	5.2	3.4	1.4	0.7	50.5
MARIN													
Black Point	1.1	1.7	3.0	4.2	5.2	6.2	6.6	5.8	4.3	2.8	1.3	0.9	43.0
Novato	1.3	1.5	2.4	3.5	4.4	6.0	5.9	5.4	4.4	2.8	1.4	0.7	39.8
Point San Pedro	1.1	1.7	3.0	4.2	5.2	6.2	6.6	5.8	4.3	2.8	1.3	0.9	43.0
San Rafael	1.2	1.3	2.4	3.3	4.0	4.8	4.8	4.9	4.3	2.7	1.3	0.7	35.8
MARIPOSA													
Coulterville	1.1	1.5	2.8	4.4	5.9	7.3	8.1	7.0	5.3	3.4	1.4	0.7	48.8
Mariposa	1.1	1.5	2.8	4.4	5.9	7.4	8.2	7.1	5.0	3.4	1.4	0.7	49.0
Yosemite Village	0.7	1.0	2.3	3.7	5.1	6.5	7.1	6.1	4.4	2.9	1.1	0.6	41.4
MENDOCINO													
Fort Bragg	0.9	1.3	2.2	3.0	3.7	3.5	3.7	3.7	3.0	2.3	1.2	0.7	29.0
Hopland	1.1	1.3	2.6	3.4	5.0	5.9	6.5	5.7	4.5	2.8	1.3	0.7	40.9

24. WATER CONSERVATION IN LANDSCAPING (Continued)

Appendix A - Reference Evapotranspiration (ETo) Table*

County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
MENDOCINO													
Point Arena	1.0	1.3	2.3	3.0	3.7	3.9	3.7	3.7	3.0	2.3	1.2	0.7	29.6
Sanel Valley	1.0	1.6	3.0	4.6	6.0	7.0	8.0	7.0	5.2	3.4	1.4	0.9	49.1
Ukiah	1.0	1.3	2.6	3.3	5.0	5.8	6.7	5.9	4.5	2.8	1.3	0.7	40.9
MERCED													
Kesterson	0.9	1.7	3.4	5.5	7.3	8.2	8.6	7.4	5.5	3.8	1.8	0.9	55.1
Los Banos	1.0	1.5	3.2	4.7	6.1	7.4	8.2	7.0	5.3	3.4	1.4	0.7	50.0
Merced	1.0	1.5	3.2	4.7	6.6	7.9	8.5	7.2	5.3	3.4	1.4	0.7	51.5
MODOC													
Modoc/Alturas	0.9	1.4	2.8	3.7	5.1	6.2	7.5	6.6	4.6	2.8	1.2	0.7	43.2
MONO													
Bridgeport	0.7	0.9	2.2	3.8	5.5	6.6	7.4	6.7	4.7	2.7	1.2	0.5	43.0
MONTEREY													
Arroyo Seco	1.5	2.0	3.7	5.4	6.3	7.3	7.2	6.7	5.0	3.9	2.0	1.6	52.6
Castroville	1.4	1.7	3.0	4.2	4.6	4.8	4.0	3.8	3.0	2.6	1.6	1.4	36.2
Gonzales	1.3	1.7	3.4	4.7	5.4	6.3	6.3	5.9	4.4	3.4	1.9	1.3	45.7
Greenfield	1.8	2.2	3.4	4.8	5.6	6.3	6.5	6.2	4.8	3.7	2.4	1.8	49.5
King City	1.7	2.0	3.4	4.4	4.4	5.6	6.1	6.7	6.5	5.2	2.2	1.3	49.6
King City-Oasis Rd.	1.4	1.9	3.6	5.3	6.5	7.3	7.4	6.8	5.1	4.0	2.0	1.5	52.7
Long Valley	1.5	1.9	3.2	4.1	5.8	6.5	7.3	6.7	5.3	3.6	2.0	1.2	49.1
Monterey	1.7	1.8	2.7	3.5	4.0	4.1	4.3	4.2	3.5	2.8	1.9	1.5	36.0
Pajaro	1.8	2.2	3.7	4.8	5.3	5.7	5.6	5.3	4.3	3.4	2.4	1.8	46.1
Salinas	1.6	1.9	2.7	3.8	4.8	4.7	5.0	4.5	4.0	2.9	1.9	1.3	39.1
Salinas North	1.2	1.5	2.9	4.1	4.6	5.2	4.5	4.3	3.2	2.8	1.5	1.2	36.9
San Ardo	1.0	1.7	3.1	4.5	5.9	7.2	8.1	7.1	5.1	3.1	1.5	1.0	49.0
San Juan	1.8	2.1	3.4	4.6	5.3	5.7	5.5	4.9	3.8	3.2	2.2	1.9	44.2
Soledad	1.7	2.0	3.4	4.4	5.5	5.4	6.5	6.2	5.2	3.7	2.2	1.5	47.7
NAPA													
Angwin	1.8	1.9	3.2	4.7	5.8	7.3	8.1	7.1	5.5	4.5	2.9	2.1	54.9
Carneros	0.8	1.5	3.1	4.6	5.5	6.6	6.9	6.2	4.7	3.5	1.4	1.0	45.8
Oakville	1.0	1.5	2.9	4.7	5.8	6.9	7.2	6.4	4.9	3.5	1.6	1.2	47.7
St Helena	1.2	1.5	2.8	3.9	5.1	6.1	7.0	6.2	4.8	3.1	1.4	0.9	44.1
Yountville	1.3	1.7	2.8	3.9	5.1	6.0	7.1	6.1	4.8	3.1	1.5	0.9	44.3
NEVADA													
Grass Valley	1.1	1.5	2.6	4.0	5.7	7.1	7.9	7.1	5.3	3.2	1.5	0.9	48.0
Nevada City	1.1	1.5	2.6	3.9	5.8	6.9	7.9	7.0	5.3	3.2	1.4	0.9	47.4
ORANGE													
Irvine	2.2	2.5	3.7	4.7	5.2	5.9	6.3	6.2	4.6	3.7	2.6	2.3	49.6
Laguna Beach	2.2	2.7	3.4	3.8	4.6	4.6	4.9	4.9	4.4	3.4	2.4	2.0	43.2
Santa Ana	2.2	2.7	3.7	4.5	4.6	5.4	6.2	6.1	4.7	3.7	2.5	2.0	48.2
PLACER													
Auburn	1.2	1.7	2.8	4.4	6.1	7.4	8.3	7.3	5.4	3.4	1.6	1.0	50.6
Blue Canyon	0.7	1.1	2.1	3.4	4.8	6.0	7.2	6.1	4.6	2.9	0.9	0.6	40.5
Colfax	1.1	1.5	2.6	4.0	5.8	7.1	7.9	7.0	5.3	3.2	1.4	0.9	47.9
Roseville	1.1	1.7	3.1	4.7	6.2	7.7	8.5	7.3	5.6	3.7	1.7	1.0	52.2
Soda Springs	0.7	0.7	1.8	3.0	4.3	5.3	6.2	5.5	4.1	2.5	0.7	0.7	35.4
Tahoe City	0.7	0.7	1.7	3.0	4.3	5.4	6.1	5.6	4.1	2.4	0.8	0.6	35.5
Truckee	0.7	0.7	1.7	3.2	4.4	5.4	6.4	5.7	4.1	2.4	0.8	0.6	36.2

24. WATER CONSERVATION IN LANDSCAPING (Continued)

Appendix A - Reference Evapotranspiration (ETo) Table*

County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
PLUMAS													
Portola	0.7	0.9	1.9	3.5	4.9	5.9	7.3	5.9	4.3	2.7	0.9	0.5	39.4
Quincy	0.7	0.9	2.2	3.5	4.9	5.9	7.3	5.9	4.4	2.8	1.2	0.5	40.2
RIVERSIDE													
Beaumont	2.0	2.3	3.4	4.4	6.1	7.1	7.6	7.9	6.0	3.9	2.6	1.7	55.0
Blythe	2.4	3.3	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.4
Cathedral City	1.6	2.2	3.7	5.1	6.8	7.8	8.7	7.8	5.7	4.0	2.1	1.6	57.1
Coachella	2.9	4.4	6.2	8.4	10.5	11.9	12.3	10.1	8.9	6.2	3.8	2.4	88.1
Desert Center	2.9	4.1	6.4	8.5	11.0	12.1	12.2	11.1	9.0	6.4	3.9	2.6	90.0
Elsinore	2.1	2.8	3.9	4.4	5.9	7.1	7.6	7.0	5.8	3.9	2.6	1.9	55.0
Indio	3.1	3.6	6.5	8.3	10.5	11.0	10.8	9.7	8.3	5.9	3.7	2.7	83.9
La Quinta	2.4	2.8	5.2	6.5	8.3	8.7	8.5	7.9	6.5	4.5	2.7	2.2	66.2
Mecca	2.6	3.3	5.7	7.2	8.6	9.0	8.8	8.2	6.8	5.0	3.2	2.4	70.8
Oasis	2.9	3.3	5.3	6.1	8.5	8.9	8.7	7.9	6.9	4.8	2.9	2.3	68.4
Palm Desert	2.5	3.4	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.6
Palm Springs	2.0	2.9	4.9	7.2	8.3	8.5	11.6	8.3	7.2	5.9	2.7	1.7	71.1
Rancho California	1.8	2.2	3.4	4.8	5.6	6.3	6.5	6.2	4.8	3.7	2.4	1.8	49.5
Rancho Mirage	2.4	3.3	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.4
Ripley	2.7	3.3	5.6	7.2	8.7	8.7	8.4	7.6	6.2	4.6	2.8	2.2	67.8
Salton Sea North	2.5	3.3	5.5	7.2	8.8	9.3	9.2	8.5	6.8	5.2	3.1	2.3	71.7
Temecula East II	2.3	2.4	4.1	4.9	6.4	7.0	7.8	7.4	5.7	4.1	2.6	2.2	56.7
Thermal	2.4	3.3	5.5	7.6	9.1	9.6	9.3	8.6	7.1	5.2	3.1	2.1	72.8
Riverside UC	2.5	2.9	4.2	5.3	5.9	6.6	7.2	6.9	5.4	4.1	2.9	2.6	56.4
Winchester	2.3	2.4	4.1	4.9	6.4	6.9	7.7	7.5	6.0	3.9	2.6	2.1	56.8
SACRAMENTO													
Fair Oaks	1.0	1.6	3.4	4.1	6.5	7.5	8.1	7.1	5.2	3.4	1.5	1.0	50.5
Sacramento	1.0	1.8	3.2	4.7	6.4	7.7	8.4	7.2	5.4	3.7	1.7	0.9	51.9
Twitchell Island	1.2	1.8	3.9	5.3	7.4	8.8	9.1	7.8	5.9	3.8	1.7	1.2	57.9
SAN BENITO													
Hollister	1.5	1.8	3.1	4.3	5.5	5.7	6.4	5.9	5.0	3.5	1.7	1.1	45.1
San Benito	1.2	1.6	3.1	4.6	5.6	6.4	6.9	6.5	4.8	3.7	1.7	1.2	47.2
San Juan Valley	1.4	1.8	3.4	4.5	6.0	6.7	7.1	6.4	5.0	3.5	1.8	1.4	49.1
SAN BERNARDINO													
Baker	2.7	3.9	6.1	8.3	10.4	11.8	12.2	11.0	8.9	6.1	3.3	2.1	86.6
Barstow NE	2.2	2.9	5.3	6.9	9.0	10.1	9.9	8.9	6.8	4.8	2.7	2.1	71.7
Big Bear Lake	1.8	2.6	4.6	6.0	7.0	7.6	8.1	7.4	5.4	4.1	2.4	1.8	58.6
Chino	2.1	2.9	3.9	4.5	5.7	6.5	7.3	7.1	5.9	4.2	2.6	2.0	54.6
Crestline	1.5	1.9	3.3	4.4	5.5	6.6	7.8	7.1	5.4	3.5	2.2	1.6	50.8
Lake Arrowhead	1.8	2.6	4.6	6.0	7.0	7.6	8.1	7.4	5.4	4.1	2.4	1.8	58.6
Lucerne Valley	2.2	2.9	5.1	6.5	9.1	11.0	11.4	9.9	7.4	5.0	3.0	1.8	75.3
Needles	3.2	4.2	6.6	8.9	11.0	12.4	12.8	11.0	8.9	6.6	4.0	2.7	92.1
Newberry Springs	2.1	2.9	5.3	8.4	9.8	10.9	11.1	9.9	7.6	5.2	3.1	2.0	78.2
San Bernardino	2.0	2.7	3.8	4.6	5.7	6.9	7.9	7.4	5.9	4.2	2.6	2.0	55.6
Twentynine Palms	2.6	3.6	5.9	7.9	10.1	11.2	11.2	10.3	8.6	5.9	3.4	2.2	82.9
Victorville	2.0	2.6	4.6	6.2	7.3	8.9	9.8	9.0	6.5	4.7	2.7	2.1	66.2
SAN DIEGO													
Chula Vista	2.2	2.7	3.4	3.8	4.9	4.7	5.5	4.9	4.5	3.4	2.4	2.0	44.2
Escondido SPV	2.4	2.6	3.9	4.7	5.9	6.5	7.1	6.7	5.3	3.9	2.8	2.3	54.2
Miramar	2.3	2.5	3.7	4.1	5.1	5.4	6.1	5.8	4.5	3.3	2.4	2.1	47.1

24. WATER CONSERVATION IN LANDSCAPING (Continued)

Appendix A - Reference Evapotranspiration (ETo) Table*

County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
SAN DIEGO													
Oceanside	2.2	2.7	3.4	3.7	4.9	4.6	4.6	5.1	4.1	3.3	2.4	2.0	42.9
Otay Lake	2.3	2.7	3.9	4.6	5.6	5.9	6.2	6.1	4.8	3.7	2.6	2.2	50.4
Pine Valley	1.5	2.4	3.8	5.1	6.0	7.0	7.8	7.3	6.0	4.0	2.2	1.7	54.8
Ramona	2.1	2.1	3.4	4.6	5.2	6.3	6.7	6.8	5.3	4.1	2.8	2.1	51.6
San Diego	2.1	2.4	3.4	4.6	5.1	5.3	5.7	5.6	4.3	3.6	2.4	2.0	46.5
Santee	2.1	2.7	3.7	4.5	5.5	6.1	6.6	6.2	5.4	3.8	2.6	2.0	51.1
Torrey Pines	2.2	2.3	3.4	3.9	4.0	4.1	4.6	4.7	3.8	2.8	2.0	2.0	39.8
Warner Springs	1.6	2.7	3.7	4.7	5.7	7.6	8.3	7.7	6.3	4.0	2.5	1.3	56.0
SAN FRANCISCO													
San Francisco	1.5	1.3	2.4	3.0	3.7	4.6	4.9	4.8	4.1	2.8	1.3	0.7	35.1
SAN JOAQUIN													
Farmington	1.5	1.5	2.9	4.7	6.2	7.6	8.1	6.8	5.3	3.3	1.4	0.7	50.0
Lodi West	1.0	1.6	3.3	4.3	6.3	6.9	7.3	6.4	4.5	3.0	1.4	0.8	46.7
Manteca	0.9	1.7	3.4	5.0	6.5	7.5	8.0	7.1	5.2	3.3	1.6	0.9	51.2
Stockton	0.8	1.5	2.9	4.7	6.2	7.4	8.1	6.8	5.3	3.2	1.4	0.6	49.1
Tracy	1.0	1.5	2.9	4.5	6.1	7.3	7.9	6.7	5.3	3.2	1.3	0.7	48.5
SAN LUIS OBISPO													
Arroyo Grande	2.0	2.2	3.2	3.8	4.3	4.7	4.3	4.6	3.8	3.2	2.4	1.7	40.0
Atascadero	1.2	1.5	2.8	3.9	4.5	6.0	6.7	6.2	5.0	3.2	1.7	1.0	43.7
Morro Bay	2.0	2.2	3.1	3.5	4.3	4.5	4.6	4.6	3.8	3.5	2.1	1.7	39.9
Nipomo	2.2	2.5	3.8	5.1	5.7	6.2	6.4	6.1	4.9	4.1	2.9	2.3	52.1
Paso Robles	1.6	2.0	3.2	4.3	5.5	6.3	7.3	6.7	5.1	3.7	2.1	1.4	49.0
San Luis Obispo	2.0	2.2	3.2	4.1	4.9	5.3	4.6	5.5	4.4	3.5	2.4	1.7	43.8
San Miguel	1.6	2.0	3.2	4.3	5.0	6.4	7.4	6.8	5.1	3.7	2.1	1.4	49.0
San Simeon	2.0	2.0	2.9	3.5	4.2	4.4	4.6	4.3	3.5	3.1	2.0	1.7	38.1
SAN MATEO													
Hal Moon Bay	1.5	1.7	2.4	3.0	3.9	4.3	4.3	4.2	3.5	2.8	1.3	1.0	33.7
Redwood City	1.5	1.8	2.9	3.8	5.2	5.3	6.2	5.6	4.8	3.1	1.7	1.0	42.8
Woodside	1.8	2.2	3.4	4.8	5.6	6.3	6.5	6.2	4.8	3.7	2.4	1.8	49.5
SANTA BARBARA													
Betteravia	2.1	2.6	4.0	5.2	6.0	5.9	5.8	5.4	4.1	3.3	2.7	2.1	49.1
Carpenteria	2.0	2.4	3.2	3.9	4.8	5.2	5.5	5.7	4.5	3.4	2.4	2.0	44.9
Cuyama	2.1	2.4	3.8	5.4	6.9	7.9	8.5	7.7	5.9	4.5	2.6	2.0	59.7
Goleta	2.1	2.5	3.9	5.1	5.7	5.7	5.4	5.4	4.2	3.2	2.8	2.2	48.1
Goleta Foothills	2.3	2.6	3.7	5.4	5.3	5.6	5.5	5.7	4.5	3.9	2.8	2.3	49.6
Guadalupe	2.0	2.2	3.2	3.7	4.9	4.6	4.5	4.6	4.1	3.3	2.4	1.7	41.1
Lompoc	2.0	2.2	3.2	3.7	4.8	4.6	4.9	4.8	3.9	3.2	2.4	1.7	41.1
Los Alamos	1.8	2.0	3.2	4.1	4.9	5.3	5.7	5.5	4.4	3.7	2.4	1.6	44.6
Santa Barbara	2.0	2.5	3.2	3.8	4.6	5.1	5.5	4.5	3.4	2.4	1.8	1.8	40.6
Santa Maria	1.8	2.3	3.7	5.1	5.7	5.8	5.6	5.3	4.2	3.5	2.4	1.9	47.4
Santa Ynez	1.7	2.2	3.5	5.0	5.8	6.2	6.4	6.0	4.5	3.6	2.2	1.7	48.7
Sisquoc	2.1	2.5	3.8	4.1	6.1	6.3	6.4	5.8	4.7	3.4	2.3	1.8	49.2
Solvang	2.0	2.0	3.3	4.3	5.0	5.6	6.1	5.6	4.4	3.7	2.2	1.6	45.6
SANTA CLARA													
Gilroy	1.3	1.8	3.1	4.1	5.3	5.6	6.1	5.5	4.7	3.4	1.7	1.1	43.6
Los Gatos	1.5	1.8	2.8	3.9	5.0	5.6	6.2	5.5	4.7	3.2	1.7	1.1	42.9
Morgan Hill	1.5	1.8	3.4	4.2	6.3	7.0	7.1	6.0	5.1	3.7	1.9	1.4	49.5
Palo Alto	1.5	1.8	2.8	3.8	5.2	5.3	6.2	5.6	5.0	3.2	1.7	1.0	43.0

24. WATER CONSERVATION IN LANDSCAPING (Continued)

Appendix A - Reference Evapotranspiration (ETo) Table*

County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
SANTA CLARA													
San Jose	1.5	1.8	3.1	4.1	5.5	5.8	6.5	5.9	5.2	3.3	1.8	1.0	45.3
SANTA CRUZ													
De Laveaga	1.4	1.9	3.3	4.7	4.9	5.3	5.0	4.8	3.6	3.0	1.6	1.3	40.8
Green Valley Rd	1.2	1.8	3.2	4.5	4.6	5.4	5.2	5.0	3.7	3.1	1.6	1.3	40.6
Santa Cruz	1.5	1.8	2.6	3.5	4.3	4.4	4.8	4.4	3.8	2.8	1.7	1.2	36.6
Watsonville	1.5	1.8	2.7	3.7	4.6	4.5	4.9	4.2	4.0	2.9	1.8	1.2	37.7
Webb	1.8	2.2	3.7	4.8	5.3	5.7	5.6	5.3	4.3	3.4	2.4	1.8	46.2
SHASTA													
Burney	0.7	1.0	2.1	3.5	4.9	5.9	7.4	6.4	4.4	2.9	0.9	0.6	40.9
Fall River Mills	0.6	1.0	2.1	3.7	5.0	6.1	7.8	6.7	4.6	2.8	0.9	0.5	41.8
Glenburn	0.6	1.0	2.1	3.7	5.0	6.3	7.8	6.7	4.7	2.8	0.9	0.6	42.1
McArthur	0.7	1.4	2.9	4.2	5.6	6.9	8.2	7.2	5.0	3.0	1.1	0.6	46.8
Redding	1.2	1.4	2.6	4.1	5.6	7.1	8.5	7.3	5.3	3.2	1.4	0.9	48.8
SIERRA													
Downieville	0.7	1.0	2.3	3.5	5.0	6.0	7.4	6.2	4.7	2.8	0.9	0.6	41.3
Sierraville	0.7	1.1	2.2	3.2	4.5	5.9	7.3	6.4	4.3	2.6	0.9	0.5	39.6
SISKIYOU													
Happy Camp	0.5	0.9	2.0	3.0	4.3	5.2	6.1	5.3	4.1	2.4	0.9	0.5	35.1
MacDoel	1.0	1.7	3.1	4.5	5.9	7.2	8.1	7.1	5.1	3.1	1.5	1.0	49.0
Mt Shasta	0.5	0.9	2.0	3.0	4.5	5.3	6.7	5.7	4.0	2.2	0.7	0.5	36.0
Tule lake FS	0.7	1.3	2.7	4.0	5.4	6.3	7.1	6.4	4.7	2.8	1.0	0.6	42.9
Weed	0.5	0.9	2.0	2.5	4.5	5.3	6.7	5.5	3.7	2.0	0.9	0.5	34.9
Yreka	0.6	0.9	2.1	3.0	4.9	5.8	7.3	6.5	4.3	2.5	0.9	0.5	39.2
SOLANO													
Benicia	1.3	1.4	2.7	3.8	4.9	5.0	6.4	5.5	4.4	2.9	1.2	0.7	40.3
Dixon	0.7	1.4	3.2	5.2	6.3	7.6	8.2	7.2	5.5	4.3	1.6	1.1	52.1
Fairfield	1.1	1.7	2.8	4.0	5.5	6.1	7.8	6.0	4.8	3.1	1.4	0.9	45.2
Hastings Tract	1.6	2.2	3.7	5.1	6.8	7.8	8.7	7.8	5.7	4.0	2.1	1.6	57.1
Putah Creek	1.0	1.6	3.2	4.9	6.1	7.3	7.9	7.0	5.3	3.8	1.8	1.2	51.0
Rio Vista	0.9	1.7	2.8	4.4	5.9	6.7	7.9	6.5	5.1	3.2	1.3	0.7	47.0
Suisun Valley	0.6	1.3	3.0	4.7	5.8	7.0	7.7	6.8	5.3	3.8	1.4	0.9	48.3
Winters	0.9	1.7	3.3	5.0	6.4	7.5	7.9	7.0	5.2	3.5	1.6	1.0	51.0
SONOMA													
Bennett Valley	1.1	1.7	3.2	4.1	5.5	6.5	6.6	5.7	4.5	3.1	1.5	0.9	44.4
Cloverdale	1.1	1.4	2.6	3.4	5.0	5.9	6.2	5.6	4.5	2.8	1.4	0.7	40.7
Fort Ross	1.2	1.4	2.2	3.0	3.7	4.5	4.2	4.3	3.4	2.4	1.2	0.5	31.9
Healdsburg	1.2	1.5	2.4	3.5	5.0	5.9	6.1	5.6	4.5	2.8	1.4	0.7	40.8
Lincoln	1.2	1.7	2.8	4.7	6.1	7.4	8.4	7.3	5.4	3.7	1.9	1.2	51.9
Petaluma	1.2	1.5	2.8	3.7	4.6	5.6	4.6	5.7	4.5	2.9	1.4	0.9	39.6
Santa Rosa	1.2	1.7	2.8	3.7	5.0	6.0	6.1	5.9	4.5	2.9	1.5	0.7	42.0
Valley of the Moon	1.0	1.6	3.0	4.5	5.6	6.6	7.1	6.3	4.7	3.3	1.5	1.0	46.1
Windsor	0.9	1.6	3.0	4.5	5.5	6.5	6.5	5.9	4.4	3.2	1.4	1.0	44.2
STANISLAUS													
Denair	1.0	1.9	3.6	4.7	7.0	7.9	8.0	6.1	5.3	3.4	1.5	1.0	51.4
La Grange	1.2	1.5	3.1	4.7	6.2	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.2
Modesto	0.9	1.4	3.2	4.7	6.4	7.7	8.1	6.8	5.0	3.4	1.4	0.7	49.7
Newman	1.0	1.5	3.2	4.6	6.2	7.4	8.1	6.7	5.0	3.4	1.4	0.7	49.3
Oakdale	1.2	1.5	3.2	4.7	6.2	7.7	8.1	7.1	5.1	3.4	1.4	0.7	50.3

24. WATER CONSERVATION IN LANDSCAPING (Continued)

Appendix A - Reference Evapotranspiration (ETo) Table*

County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
STANISLAUS													
Patterson	1.3	2.1	4.2	5.4	7.9	8.6	8.2	6.6	5.8	4.0	1.9	1.3	57.3
Turlock	0.9	1.5	3.2	4.7	6.5	7.7	8.2	7.0	5.1	3.4	1.4	0.7	50.2
SUTTER													
Nicolaus	0.9	1.6	3.2	4.9	6.3	7.5	8.0	6.9	5.2	3.4	1.5	0.9	50.2
Yuba City	1.3	2.1	2.8	4.4	5.7	7.2	7.1	6.1	4.7	3.2	1.2	0.9	46.7
TEHAMA													
Corning	1.2	1.8	2.9	4.5	6.1	7.3	8.1	7.2	5.3	3.7	1.7	1.1	50.7
Gerber	1.0	1.8	3.5	5.0	6.6	7.9	8.7	7.4	5.8	4.1	1.8	1.1	54.7
Gerber Dryland	0.9	1.6	3.2	4.7	6.7	8.4	9.0	7.9	6.0	4.2	2.0	1.0	55.5
Red Bluff	1.2	1.8	2.9	4.4	5.9	7.4	8.5	7.3	5.4	3.5	1.7	1.0	51.1
TRINITY													
Hay Fork	0.5	1.1	2.3	3.5	4.9	5.9	7.0	6.0	4.5	2.8	0.9	0.7	40.1
Weaverville	0.6	1.1	2.2	3.3	4.9	5.9	7.3	6.0	4.4	2.7	0.9	0.7	40.0
TULARE													
Alpaugh	0.9	1.7	3.4	4.8	6.6	7.7	8.2	7.3	5.4	3.4	1.4	0.7	51.6
Badger	1.0	1.3	2.7	4.1	6.0	7.3	7.7	7.0	4.8	3.3	1.4	0.7	47.3
Delano	1.1	1.9	4.0	4.9	7.2	7.9	8.1	7.3	5.4	3.2	1.5	1.2	53.6
Dinuba	1.1	1.5	3.2	4.7	6.2	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.2
Lindcove	0.9	1.6	3.0	4.8	6.5	7.6	8.1	7.2	5.2	3.4	1.6	0.9	50.6
Porterville	1.2	1.8	3.4	4.7	6.6	7.7	8.5	7.3	5.3	3.4	1.4	0.7	52.1
Visalia	0.9	1.7	3.3	5.1	6.8	7.7	7.9	6.9	4.9	3.2	1.5	0.8	50.7
TUOLUMNE													
Groveland	1.1	1.5	2.8	4.1	5.7	7.2	7.9	6.6	5.1	3.3	1.4	0.7	47.5
Sonora	1.1	1.5	2.8	4.1	5.8	7.2	7.9	6.7	5.1	3.2	1.4	0.7	47.6
VENTURA													
Camarillo	2.2	2.5	3.7	4.3	5.0	5.2	5.9	5.4	4.2	3.0	2.5	2.1	46.1
Oxnard	2.2	2.5	3.2	3.7	4.4	4.6	5.4	4.8	4.0	3.3	2.4	2.0	42.3
Piru	2.8	2.8	4.1	5.6	6.0	6.8	7.6	7.8	5.8	5.2	3.7	3.2	61.5
Port Hueneme	2.0	2.3	3.3	4.6	4.9	4.9	4.9	5.0	3.7	3.2	2.5	2.2	43.5
Thousand Oaks	2.2	2.6	3.4	4.5	5.4	5.9	6.7	6.4	5.4	3.9	2.6	2.0	51.0
Ventura	2.2	2.6	3.2	3.8	4.6	4.7	5.5	4.9	4.1	3.4	2.5	2.0	43.5
YOLO													
Bryte	0.9	1.7	3.3	5.0	6.4	7.5	7.9	7.0	5.2	3.5	1.6	1.0	51.0
Davis	1.0	1.9	3.3	5.0	6.4	7.6	8.2	7.1	5.4	4.0	1.8	1.0	52.5
Esparto	1.0	1.7	3.4	5.5	6.9	8.1	8.5	7.5	5.8	4.2	2.0	1.2	55.8
Winters	1.7	1.7	2.9	4.4	5.8	7.1	7.9	6.7	5.3	3.3	1.6	1.0	49.4
Woodland	1.0	1.8	3.2	4.7	6.1	7.7	8.2	7.2	5.4	3.7	1.7	1.0	51.6
Zamora	1.1	1.9	3.5	5.2	6.4	7.4	7.8	7.0	5.5	4.0	1.9	1.2	52.8
YUBA													
Browns Valley	1.0	1.7	3.1	4.7	6.1	7.5	8.5	7.6	5.7	4.1	2.0	1.1	52.9
Brownsville	1.1	1.4	2.6	4.0	5.7	6.8	7.9	6.8	5.3	3.4	1.5	0.9	47.4

* The values in this table were derived from:

1) California Irrigation Management Information System (CIMIS);
2) Reference EvapoTranspiration Zones Map, UC Dept. of Land, Air & Water Resources and California Dept of Water Resources 1999; and
3) Reference Evapotranspiration for California, University of California, Department of Agriculture and Natural Resources (1987) Bulletin 1922;
4) Determining Daily Reference Evapotranspiration, Cooperative Extension UC Division of Agriculture and Natural Resources (1987), Publication Leaflet 21426

24. WATER CONSERVATION IN LANDSCAPING (Continued)

APPENDIX B: WATER EFFICIENT LANDSCAPE WORKSHEET

This worksheet is filled out by the project applicant and it is a required element of the Landscape Documentation Package.

Reference Evapotranspiration (ETo) _____

Hydrozone # /Planting Description[a]	Plant Factor (PF)	Irrigation Method[b]	Irrigation Efficiency (IE)[c]	ETAF (PF/IE)	Landscape Area (sq, ft,)	ETAF x Area	Estimated Total Water Use (ETWU)[e]
Regular Landscape Areas							
				Totals	(A)	(B)	
Special Landscape Areas							
				1			
				1			
				1			
				Totals	(C)	(D)	
						ETWU Total	
						Maximum Allowed Water Allowance (MAWA)[e]	

[a]***Hydrozone #/Planting Description***
E.g
1.) front lawn
2.) low water use plantings
3.) medium water use planting

[b]***Irrigation Method***
overhead spray
or drip

[c]***Irrigation Efficiency***
0.75 for spray head
0.81 for drip

[d]***ETWU* (Annual Gallons Required) =** *Eto x 0.62 x ETAF x Area*
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year.

[e]***MAWA (Annual Gallons Allowed) = (****Eto) (0.62) [(ETAF x LA) + ((1-ETAF) x SLA)]*
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year, LA is the total landscape area in square feet, SLA is the total special landscape area in square feet,
and ETAF is .55 for residential areas and 0.45 for non-residential areas.

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	(B)
Total Area	(A)
Average ETAF	**B ÷ A**

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

All Landscape Areas

Total ETAF x Area	(B+D)
Total Area	(A+C)
Sitewide ETAF	**(B+D) ÷ (A+C)**

24. WATER CONSERVATION IN LANDSCAPING (Continued)

APPENDIX C: CERTIFICATE OF COMPLETION

CITY OF SANTA CLARA
CERTIFICATE OF COMPLETION & INSTALLATION

SUBMIT TO THE WATER DEPARTMENT UPON COMPLETION OF THE LANDSCAPE PROJECT:
1500 WARBURTON AVENUE, SANTA CLARA, CA 95050

Project Information	
Date:	Telephone
Project Name	Email
Applicant Name (print):	Street Address
Title	State
Company	Zip

Project Owner - Declaration of Completion	
Project Owner Name or Designee:	
Title	
Company	
I certify that I have received copies of all the documents associated with the landscape project and that it is our responsibility to see that the project is maintained in accordance with the Landscape and Irrigation Maintenance Schedule.	
Property Owner Signature	**Date**

Licensed Professional - Declaration of Installation	
I certify that based upon periodic site observations, the work has been substantially completed in accordance with the ordinance and that the landscape planting and irrigation installation conform with the criteria and specifications of the approved Landscape Documentation Package.	
Print Name and Company of Landscape Architect or Irrigation Designer	**Signature***
Email Address	**Phone Number**

*Signer of the landscape design plan, signer of the irrigation plan, or a licensed landscape contractor.

REQUIRED ATTACHMENTS:

IRRIGATION SCHEDULING
Attach parameters for setting the irrigation schedule on controller as required by the ordinance.

SCHEDULE OF LANDSCAPE AND IRRIGATION MAINTENANCE
Attach schedule of Landscape and Irrigation Maintenance.

LANDSCAPE IRRIGATION AUDIT REPORT
Attach Landscape Irrigation Audit Report as required by the MWELO ordinance.

SOIL MANAGEMENT REPORT/SOIL MANAGEMENT AND GRADING DESIGN SURVEY
Attach soil analysis report OR Soil Management and Grading Design Survey, if not previously submitted with the Landscape Documentation Package as required by the ordinance. Attach documentation verifying implementation of recommendations from soil analysis report as required.

24. WATER CONSERVATION IN LANDSCAPING (Continued)

APPENDIX D: PRESCRIPTIVE COMPLIANCE OPTION

(a) This appendix contains prescriptive requirements which may be used as a compliance option to the Model Water Efficient Landscape Ordinance.

(b) Compliance with the following items is mandatory and must be documented on a landscape plan in order to use the prescriptive compliance option:

(1) Submit a Landscape Documentation Package which includes the following elements:

(A) date

(B) project applicant

(C) project address (if available, parcel and/or lot number(s))

(D) total landscape area (square feet), including a breakdown of turf and plant material

(E) project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed)

(F) water supply type (e.g., potable, recycled, well) and identify the local retail water purveyor if the applicant is not served by a private well

(G) contact information for the project applicant and property owner

(H) applicant signature and date with statement, "I agree to comply with the requirements of the prescriptive compliance option to the MWELO".

(2) Incorporate compost at a rate of at least four cubic yards per 1,000 square feet to a depth of six inches into landscape area (unless contra-indicated by a soil test);

24. WATER CONSERVATION IN LANDSCAPING (Continued)

(3) Plant material shall comply with all of the following;

(A) For residential areas, install climate adapted plants that require occasional, little or no summer water (average WUCOLS plant factor 0.3) for 75% of the plant area excluding edibles and areas using recycled water; For non-residential areas, install climate adapted plants that require occasional, little or no summer water (average WUCOLS plant factor 0.3) for 100% of the plant area excluding edibles and areas using recycled water;

(B) A minimum three inch (3″) layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated.

(4) Turf shall comply with all of the following:

(A) Turf shall not exceed 25% of the landscape area in residential areas, and there shall be no turf in non-residential areas;

(B) Turf shall not be planted on sloped areas which exceed a slope of 1 foot vertical elevation change for every 4 feet of horizontal length;

(C) Turf is prohibited in parkways less than 10 feet wide, unless the parkway is adjacent to a parking strip and used to enter and exit vehicles. Any turf in parkways must be irrigated by sub-surface irrigation or by other technology that creates no overspray or runoff.

(5) Irrigation systems shall comply with the following:

(A) Automatic irrigation controllers are required and must use evapotranspiration or soil moisture sensor data and utilize a rain sensor.

(B) Irrigation controllers shall be of a type which does not lose programming data in the event the primary power source is interrupted.

(C) Pressure regulators shall be installed on the irrigation system to ensure the dynamic pressure of the system is within the manufacturers recommended pressure range.

24. WATER CONSERVATION IN LANDSCAPING (Continued)

(D) Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be installed as close as possible to the point of connection of the water supply.
\

(E) All irrigation emission devices must meet the requirements set in the ANSI standard, ASABE/ICC 802-2014. "Landscape Irrigation Sprinkler and Emitter Standard," All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.

(F) Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or other means that produces no runoff or overspray.

(6) For non-residential projects with landscape areas of 1,000 sq. ft. or more, a private submeter(s) to measure landscape water use shall be installed.

(c) At the time of final inspection, the permit applicant must provide the owner of the property with a certificate of completion, certificate of installation, irrigation schedule and a schedule of landscape and irrigation maintenance.

24. WATER CONSERVATION IN LANDSCAPING (Continued)

APPENDIX E: SOIL AND GRADING DESIGN SURVEY

Project Name:
Project Location:
Project Lot Size:
Site Analysis Completed By:

Signature Date

This soil analysis and grading report form is designed to assist the applicant in reviewing existing conditions at their project site and evaluate opportunities to maximize benefits. Respond to the following questions, and submit a report detailing geographic features surrounding the site, topography, vegetation and other site features as directed below.

Soil Management Survey

☐ Laboratory soil analysis results are attached.

OR answer the following questions:

1. What is the infiltration rate in inches per hour for the site soil type?
(Instructions – in a minimum of three distinct locations dig a hole that would accommodate planting a 5-gallon plant. Fill hole with water and let drain. Fill hole again and measure the depth of the water in the hole and record the time it takes to infiltrate totally into the soil with no remaining standing water. Note the time of year and the level of existing soil saturation by touch).

2. What is the primary project site soil texture? (Example – clay, loam, silt, sand, etc)

3. What is the soil color at 2 inches depth? What is the color at 6 inches? What is the color at 12 inches? (Example – black, dark or light brown, red, gold, gray, blue, etc)

4. Has the site been previously or historically contaminated with toxic materials?

Comments:

Grading Design Survey

☐ Grading Design Plan is attached.

OR answer the following questions:

1. Does the stormwater runoff from the site discharge to (check all that apply):
   - ☐ Indirectly to waters of the U.S. (i.e. discharge flows overland across adjacent properties or rights-of-way prior to discharging into water of the United States)
   - ☐ Storm drain system
   - ☐ Directly to the water of the U.S. (e.g. river, lake, creek, stream, bay, ocean, etc.)

2. Has a stormwater pollution prevention plan been prepared for this site?
   - ☐ Yes
   - ☐ No

3. Is there potential for filtering or infiltrating stormwater in the landscape areas (e.g. grassy swales, infiltration planters, bioretention areas)?
   - ☐ Yes
   - ☐ No

4. Is there potential to store rainwater for future use?
   - ☐ Yes
   - ☐ No

5. Is the proposed site within a 100 year floodplain?
   - ☐ Yes
   - ☐ No

6. Is a creek protection plan required for this site?
   - ☐ Yes
   - ☐ No

Comments:

POTABLE AND RECYCLED WATER ~~SERVICE AND USE~~SYSTEM

RULES AND REGULATIONS

CITY OF SANTA CLARA

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1. GENERAL STATEMENT AND DEFINITIONS

1.A ESTABLISHMENT OF RULES AND REGULATIONS

The following rules and regulations, rates and charges governing the Water and Recycled Water system ~~Service~~ furnished by the City of Santa Clara, California are hereby established.

1.B GENERAL STATEMENT

The City of Santa Clara Water and Sewer Utilities Department, referred to as the "Water Utility," shall furnish Water and Recycled Water Service ~~including distribution Main extensions~~ in accordance with the Municipal Services Division's Utility Services Rules and Regulations and the regulations hereinafter set forth, and in accordance with all other applicable ordinances, to any property within the corporate limits of the City and to such areas outside the City limits as the City Council may designate.

All water used must be taken through a water meter unless a P~~p~~ermit is first obtained in compliance with the regulations contained in these Rules and Regulations.

Applications for service to Premises for which a Service Connection has already been installed may be made in accordance with the ~~Municipal~~ Utility Services ~~Division~~ Rules and Regulations, which are incorporated herein by reference as though set forth in full. Such applications will signify the Customer's willingness and intention to comply with all applicable Rules and Regulations and rates duly adopted, and to make payment for Water Service rendered.

If application is made for service to property where no Service Connection has been installed, but a distribution Main is adjacent to the property, the applicant, in addition to making application for service, shall comply with the regulations governing the installation of Service Connections. Where an extension of the distribution Main is necessary or a substantial investment is required to furnish service, the applicant shall be informed by the City of the applicable provisions of the Code and these Rules and Regulations governing the extension of distribution Main and facilities.

1.C WATER USE RESTRICTIONS AND PROHIBITIONS

1. The ~~following list of~~ Water Use Restrictions and Prohibitions below are specific measures which prevent water waste and achieve reasonable, yet substantial, reductions in water use by all users in the City. The following uses of water are prohibited by the City:

(a) Wasting water, which includes but is not limited to, the flooding or R~~r~~unoff on City sidewalks, gutters, and streets,

(b) Cleaning or washing of sidewalks, driveways, patios, parking lots, or other paved or hard-surfaced areas,

(c) Washing cars, buses, boats, trailers, or any vehicle by use of a hose unless that hose is fitted with an operating automatic shut-off valve.

1. GENERAL STATEMENT AND DEFINITIONS (Continued)

(d) Water waste due to broken or defective plumbing, fire system, irrigation system, or any A~~a~~ppurtenance thereto; or to open or to leave open any stopcock or faucet so as to permit water waste.~~,~~

(e) Service of water by any restaurant unless requested by a patron.~~,~~

(f) Installation of a single-pass cooling system.~~,~~

(g) Installation and/or use of a non-recirculating, decorative fountain.~~,~~

(h) Construction of a non-recirculating conveyor car wash.~~,~~

~~(h)~~(i) Overhead Spray Irrigation using Sprinkler Heads, Spray Heads and/or rotors between the hours of 9 a.m. and 6 p.m.,

~~(i)~~(j) Watering lawns during or within 48 hours of measurable precipitation,

~~(j)~~(k) Irrigating ~~ornamental~~Non-Functional Turf (Decorative Grass) on public street Medians

(l) Applying Potable Water to Non-Functional Turf at commercial, industrial or institutional (CII) sites, including common areas of homeowners' associations (HOAs),

~~(k)~~(m) Irrigation of landscapes outside of newly constructed homes and buildings in a manner inconsistent with regulations or other requirements established by California Building Standards Commission and the Department of Housing and Community Development,

(n) Street cleaning or construction site preparation, if Recycled Water is available.

~~(l) Irrigation between the hours of 9AM and 6PM~~

2. To further prevent the waste of Potable Water, the installation of Non-Functional Turf is prohibited in new and existing Non-Residential Landscape Projects and multifamily Landscape Projects.

(a) The use of Potable Water is not prohibited to the extent necessary to ensure the health of trees and other perennial non-Turf plantings or to the extent necessary to address immediate health and safety, sanitation, or fire protection needs as determined by the fire marshal. Unless otherwise permitted by the fire marshal, the watering permitted under this section 1.C.2(a) must be completed in a manner that prevents Runoff.

3. In addition to the above water use prohibitions and to promote efficient water use, hotels/motels shall provide guests with the option of choosing not to have towels and linens laundered daily. Notice of this option shall be displayed prominently in each guestroom using easily understood terms and language.

1.D INCORPORATION OF MUNICIPAL SERVICES DIVISION UTILITY SERVICES RULES AND REGULATIONS

These Rules and Regulations hereby incorporate by reference all Rules and Regulations of the Municipal Services Division of the Department of Finance, hereinafter referred to as "Utility Services Rules and Regulations," of the City of Santa Clara. Rules governing the establishment of credit, rendering and payment of bills, financial aspects of temporary service or discontinuance of service for water are contained in the ~~Municipal~~ Utility Services ~~Division~~ Rules and Regulations.

1.E INCORPORATION OF WATER SUPPLY MASTER PLAN AND MANAGEMENT PLAN

These Rules and Regulations hereby incorporate by reference the Water Supply Master Plan and the Urban Water Management Plan adopted by the Water and Sewer Utilities Department, collectively the "Master Plans." All Developments and construction shall conform with the requirements of such Master Plans in effect at the time of construction.

1.F INCORPORATION OF TITLE 17 AND TITLE 22

These Rules and Regulations hereby incorporate by reference all applicable regulations of the State of California Division of Drinking Water (DDW) of the State Water Resources Control Board including Title 17 and Title 22 and all successor regulations. In the event of any disagreement between the City's Rules and Regulations and DDW regulations, the most conservative requirement between them shall apply.

1.G INCORPORATION OF AWWA STANDARDS

These Rules and Regulations hereby incorporate by reference all American Water Works Association (AWWA) Standards in effect at the time of Permit approval. In the event of any disagreement between the City's Rules and Regulations and the AWWA Standards, the most conservative requirement between them shall apply.

1.H INCORPORATION OF STANDARD DETAILS AND SPECIFICATIONS

These Rules and Regulations hereby incorporate by reference all Water Standards, henceforth "Standards," adopted by the Water and Sewer Utilities Department which include the Water and Sewer Utilities Standard Drawings and Specifications, the Public Works Standards Details, the Public Works Standards Specifications, and the Public Works Design Criteria. All water infrastructure materials and construction methods shall conform with the requirements of such Standards in effect at ~~and~~the time of building Permit issuance.

~~I.E~~1.I DEFINITIONS

Terms appearing with an initial letter capitalized~~,~~ are defined terms. The definitions set forth in the Utility Services Rules and Regulations for the Municipal Services Division, Department of Finance, are incorporated by reference as set forth in full, and those definitions are not repeated here; reference should be made to Section 1.B of ~~Municipal~~ Utility Services ~~Division~~ Rules and Regulations. Unless the particular provision or context otherwise requires, the definitions and provisions contained in the Water ~~Service~~ and Recycled Water system ~~Use~~ Rules and Regulations Sections 1.~~E~~I and 20.B and the ~~Municipal~~ Utility Services ~~Division Rules and~~ Regulations Section 1.B, shall govern the construction, meaning, and application of words and terms used in these Rules and Regulations. The singular of a word or term shall include the plural and the plural shall include the singular. Such words or terms as defined in these Rules and Regulations Section 1.~~B~~ I and 20.B shall be initially capitalized when used in context of these Rules and Regulations.

Appurtenances: Assets associated with the water distribution system that are additional to the pipe assets themselves such as valves, meters, Backflow preventers, meter boxes, joints, tees, elbows, etc.

Auxiliary Water: A water supply on or available to the Premises from a source other than the City's Potable Water supply. This may include water from another Local Water Purveyor, a natural source such as a well or stream, or water that may originate in the City's Potable Water supply, but passes through an Appurtenance such as a fire hydrant, Backflow device, fire department connection, etc., or is stored on the site such as a private pipe network or a tank.

Backflow: The reverse flow of water or any other fluid or substance or any combination or mixture thereof from the Customer's system into the City's water distribution system.

Backflow Prevention Device: A City-approved device that prevents Backflow into the City's water distribution system. The types of Backflow devices accepted by the City include:

- **Reduced Pressure Principle Backflow Prevention Assembly (RP):** A device incorporating two or more check valves and an automatically operating differential relief valve located between the two checks, two shutoff valves, and equipped with necessary Appurtenances for testing. The device shall operate to maintain the pressure in the zone between the two check valves, less than the pressure on the public water supply side of the device.
- **Reduced Pressure Principle Detector Backflow Prevention Assembly (RPDA):** A device that includes a bypass containing a City specific water meter and an approved reduced-pressure principle B~~b~~ackflow P~~p~~revention D~~d~~evice. The City meter shall register accurately for only very low Flow Rates, up to three gallons per minute, and shall show a registration for all rates of flow.
- **Double Check Detector Assembly (DCDA):** A device composed of a line-size double check valve device with a bypass containing a specific water meter and an approved double check valve device.

Best Management Practice~~("BMP")~~: A policy, program, practice or rule aimed at more efficient use or conservation of the water resources of the City and State.

1. GENERAL STATEMENT AND DEFINITIONS (Continued)

City: The City of Santa Clara, California, acting through its elected officials or its duly authorized officers, employees, agents, or fictitious business names.

City Code: The Code of the City of Santa Clara, California.

City Equipment: Any property, facility, apparatus, or material associated with providing one or more u~~U~~tility s~~S~~ervices including, but not limited to, City's electric distributions system, water distribution system, pipes, ducts, conduits, valves, meters, B~~b~~ackflow P~~p~~revention D~~d~~evices, transformers, protective devices, wiring, switches, meters and other A~~a~~ppurtenances required to provide a u~~U~~tility s~~S~~ervice to Customer's Premises.

City Employee: Any authorized City E~~e~~mployee, agent or representative.

City's Operating Convenience: The utilization of facilities or practices which contribute to the overall efficiency, safety or reliability of the W~~w~~ater U~~u~~tility operations. City's Operating Convenience does not refer to Customer convenience or adoption of practices required to comply with applicable ordinances, rules and regulations, or similar requirements of public authorities.

City's Water System: The water supply and distribution system and all A~~a~~ppurtenances thereto owned and operated by the City, including all Service Connections to the City's water M~~m~~ains.

Commercial Service: Provision of water to Premises where the Customer is engaged in trade.

Cross-Connection: ~~Cross-connection means a~~An unprotected actual or potential physical connection between any part of a ~~potable~~ water system used or intended to supply water for drinking purposes and any source or system containing unapproved water or ~~a~~ substance that is not or cannot be approved as safe, wholesome, and potable for human consumption. Direct piping between the two systems, ~~B~~bypass arrangements, jumper connections, removable sections, swivel or changeover devices, or other devices through which Backflow could occur~~, shall be considered to be~~ are C~~c~~ross-C~~c~~onnections and are prohibited, regardless of the presence of valves, Backflow Prevention Devices or other Appurtenances.

Customer: The Person, Persons, firm, association, governmental agency, corporation or other legal entity who use, are entitled to use, or benefit from the use of City of Santa Clara Utilities.

Development: The subdivision, construction or improvement of ~~a~~ Premises that requires an application for an Entitlement or Permit from the City. This shall include new construction, remodeling of existing buildings, and tenant improvements.

~~**Domestic Service:** Water Services to single- or multiple-dwelling Premises for use by residents and residential associations, including water for irrigation and other similar and customary purposes.~~

Commented [AA1]: Was this oked to remove?

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Dual Plumb: A system of plumbing installations used to supply both Potable and Recycled Water to a home or business. Under this system, two completely separate water piping systems are used to deliver water to the fixture.

Entitlement: The approval of a City of Santa Clara planning application.

~~**Fire Service - Private:** Provision of water to Premises for automatic fire sprinkler service connections.~~

Fire Service~~ - Public~~: ~~Public f~~Fire protection service through fire hydrants connected to the water distribution system and made available to the City Fire Department. Private Fire Service is the provision of water to Premises for Fire Service Connections.

Flow Rate: The rate at which water flows through the pipes, valves and emission devices. (gallons per minute, cubic feet per second, gallons per hour).

Graywater: Untreated wastewater that has not been contaminated by any toilet discharge, has not been affected by infectious, contaminated, or unhealthy bodily wastes, and does not present a threat from contamination by unhealthful processing, manufacturing, or operating wastes. "Graywater" includes, but is not limited to, wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines, and laundry tubs, but does not include wastewater from kitchen sinks or dishwashers. Health and Safety Code Section 17922.12.

Industrial Service: Provision of water to Premises for use in manufacturing or processing activities.

Infiltration Rate: The rate at which soil accepts water as applied, expressed in inches per hour.

~~P~~

Landscape Project: An undertaking of landscape design and installation on a particular area of land. A Landscape Project may be associated with an individual lot, a building project, or a multi-phased Development. It may also be a larger, comprehensive landscape scheme that is not coupled with an individual building project.

Local Water Purveyor: Any entity, including a public agency, city, county, or private water company that provides retail Water Service.

Main Extensions: Extension of distribution pipelines including all necessary Appurtenances, exclusive of Service Connections, beyond existing facilities.

Mains: Distribution pipelines, which are used to service the general public, and are located in streets, highways, public rights of way or easements through private lands.

Median: Area between opposing lanes of traffic that may be unplanted or planted with trees, shrubs, perennials, and ornamental grasses.

Meter Rate Service: Provision of water in measured quantities through metered service.

Non-Potable Water: Water that has not been treated for human consumption in conformance with the latest edition of the United States Public Health Service Drinking Water Standards, the California Safe Drinking Water Act, or any other applicable Standards.

Non-Residential Landscape: Landscapes in commercial, institutional, industrial and public settings that may have areas designated for recreation or public assembly. It also includes portions of common areas of Common Interest Developments with designated Recreational Areas and multifamily homes where landscaping is managed by a homeowners' association or other common interest Development.

Overhead Spray Irrigation/Devices: Devices that deliver water through the air (e.g., Spray Heads and rotors).

~~**Municipal Or Public Use:** Provision of water to municipal departments or for other public uses.~~

Owner: Property or building Owner and authorized agents.

Permit: Any Permit issued by the City of Santa Clara Building Department, Fire Department, ~~or~~ Department of Public Works, or ~~Department of~~ Water and Sewer Utilities Department.

Potable Water: That water that is pure and wholesome, does not endanger the lives or health of human beings, and conforms to the latest edition of the California Safe Drinking Water Act, or other applicable Standards.

Premises: Any building, lot, parcel, real estate, land, or portion of land, whether improved or unimproved, occupied or unoccupied, including adjacent streets, sidewalks, pathways, parking strips, all structures, equipment or portions thereof occupied or operated by a Customer or tenants of a Customer and situated on an integral parcel of land undivided by a public highway, street or railway to which one or more utility services is or could be provided.

Public Use: Provision of water for Public Uses.

Recycled Water: Non-Potable, tertiary-treated water in compliance with the California Code of Regulations (CCR), Title 22, Division 4, Environmental Health Water Recycling Criteria and used for approved purposes ~~other than drinking water~~.

Regulatory Agencies: Those public agencies legally constituted to protect the public health and water quality, such as the State DDW, the State RWQCB and the County EHS.

Runoff: Potable or Recycled Water that is not absorbed by the soil or landscape to which it is applied and flows outside the approved irrigation a~~a~~rea. Runoff may result from water that is applied at too great a rate (application rate exceeds I~~i~~nfiltration R~~r~~ate) or when there is a ~~severe~~ slope.

Separate Service Connection: A Service Connection used for a single land use and water use.

Service Connection: The connection of City of Santa Clara water, Recycled Water or sewer ~~or electric~~ equipment to Customer equipment for the purpose of providing u~~U~~tility s~~S~~ervices. This includes, but is not limited to, all or any portion of the water pipe and A~~a~~ppurtenances, including the meter, between the City distribution line and an individual Customer's system. ~~All or any portion of the water pipe and Aappurtenances, including meter, between the City distribution line and an individual Customer's system.~~

Service Order: Customer request for the connection or discontinuance of Water Service.

Sprinkler Head or Spray Head: A device that delivers water through a nozzle.

Standards: The Standard Details, Standard Specifications, and Design Criteria adopted by the City of Santa Clara and in effect at the time of building Permit issuance.

Submeter: A secondary device beyond a meter that measures water consumption of individual units or buildings within Premises that have multiple units or buildings.

Swimming Pool: A~~ny~~ ~~structure~~ Water Feature intended for swimming, recreational bathing or wading that contains water over 24 inches (~~610 mm~~24") deep. This includes in-ground, above ground, and on-ground pools; hot tubs; spas and fixed-in-place wading pools.

Tamper: To rearrange, bypass, damage, alter, interfere with, break, prevent normal function of equipment in any way, prevent access to equipment, or hinder a City Employee in the performance of their duties.

Temporary Water Service: Service for an enterprise or activity which is temporary in character, where it is known in advance that service will be of limited duration, or the permanency of which has not been established.

1. GENERAL STATEMENT AND DEFINITIONS (Continued)

Total Cost: The sum of all fully located expenses including overheads, all labor, material and use of City Equipment to complete a particular repair or addition to the system, and the cost of associated resources consumed.

Turf: A ground-cover surface of non-native, ornamental grass or a groundcover surface of mowed grass. Cool season grasses may include ~~Some examples of turf include a~~Aannual bluegrass, Kentucky bluegrass, p~~P~~erennial ryegrass, Red ~~fescue~~Fescue, and Tall ~~fescue~~ Fescue~~are cool-season grasses~~. Warm season grasses may include Bermuda grass, K~~k~~ikuyu grass, Seashore Paspalum, St. Augustine grass, Zoysia grass, and Buffalo grass~~ are warm-season grasses~~.

- **Functional Turf:** Turf located in a recreational use area or community space, including sports fields and Turf used regularly for human recreational purposes or community events. Turf enclosed by fencing or other barriers to permanently preclude human access for recreation or assembly is not Functional Turf.
- **Non-Functional Turf (Decorative Grass):** Turf that is solely ornamental and does not serve a community or neighborhood function, including use for recreational purposes or civic or community events.

Utility Connection Point: Point of delivery determined by the City Water Department.

Utility Services Rules and Regulations: The rules and regulations of the Municipal Services Division of the City of Santa Clara Department of Finance.

Water Feature: A design element where open water performs an aesthetic or recreational function. Water Features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and S~~S~~wimming P~~P~~ools (where water is artificially supplied). The surface area of Water Features is included in the high water use Hydrozone of the Landscape Area. Constructed wetlands used for onsite wastewater treatment or Stormwater Best Management Practices that are not irrigated and used solely for water treatment or Stormwater retention are not Water Features and, therefore, are not subject to the water budget calculation for landscapes.

Water Service: Provision of either Potable or Recycled ~~w~~Water~~, either potable or recycled,~~ to a Customer's property or Premises through a metered Service Connection.

Water Utility: The City of Santa Clara Water and Sewer Utilities Department. The Water Utility and the City are one and the same.

2. NOTICES

2.A NOTICES TO THE CUSTOMER

Notice, under and pursuant to the effective Rules and Regulations of the City, from the City to a Customer may be given by written notice, either delivered by the City or properly enclosed in a sealed envelope and deposited in any United States Post Office postage prepaid, addressed to the Customer's last known address.

2.B NOTICES TO THE CITY

Requests for P~~p~~ermits or licenses pursuant to the effective Rules and Regulations of the City and notices from any Water Service Customer to the City regarding a relocation of Water Service, an increase in size of Water Service, or any material change either in the amount or ~~character~~ type of appliances or equipment installed upon the Premises ~~may~~ shall be presented by the Customer or authorized agents through completion of an appropriate application prior to any modification to the existing Water Service Connections or change in water use. The request shall be made, in person, or sent by postal mail or email to the following addresses, respectively:

City of Santa Clara
Water and Sewer Utilities
1500 Warburton Ave.
Santa Clara, CA 95050

Email: Water@SantaClaraCA.gov

~~CONTRACTS~~

~~3.A Contracts will not be required as a condition prior to Water Service except:~~

~~3.A.1 As conditions in the regular schedule of rates approved or accepted by the City;~~

~~3.A.2 As may be required for water extensions for Temporary Water Service or speculative projects;~~

~~3.A.3 As may be required for construction purposes as a condition prior to Water Service;~~

~~3.A.4 Any Customer Application for Water Service which in the judgment of the City is not a standard practice;~~

~~3.A.5 A contract may be required for special operating conditions or other circumstances as may be required for the City's Operating Convenience.~~

~~4.~~ 3. APPLICATION FOR WATER SERVICE

3.A SERVICE ORDER APPLICATIONS

Application is required by the Municipal Services Division Office for ~~each~~ any~~of the~~ Premises on which one or more utility services are~~is~~ to be provided when Water Service is desired. By applying for any Water Service, an ~~A~~applicant indicates their willingness and intention to comply with ~~these~~ all applicable Rules and Regulations, and to make payment for such utility services when due and in accordance with applicable rates. Application for Water Service does not in itself bind the City to serve any applicant except under reasonable conditions as determined by the City, nor does it bind the applicant to take Water Service for a longer period than the minimum requirements of the appropriate rate schedule(s).

Applications for residential, C~~c~~ommercial, Institutional and I~~i~~ndustrial S~~s~~ervice (CII) will be accepted online, by telephone or in person at the Municipal Services Division.

For new Service Connections, no meter shall be installed prior to the submittal of a utility services application. The Director of Water and Sewer Utilities may require the separation or modification of any Service Connection in order to comply with these Rules and Regulations or to facilitate the maintenance and operation of the public system.

3.B CHANGES IN WATER SERVICE

When a Customer intends to make any material change either in the amount or ~~character~~ type of the equipment installed upon the Premises to be supplied with water by the City, the Customer shall immediately provide written notice to the City Water Utility. Failure to comply may result in a discontinuance of Water Service without notice.

Customer will be liable for damages to City Equipment and facilities resulting from the Customer's failure to provide written notification to, and approval of, the City Water Utility prior to the addition of water demand.

Customer may be subject to reassessment of rate schedule qualification as provided by these Rules and Regulations.

3.C DISCONTINUANCE OF WATER SERVICE

Only authorized City Employees are allowed to disconnect the Service Connection from City Systems. A Customer desiring termination of one or more utility Service Connections must give the Municipal Services Division ~~Water Utility~~not less than two~~en~~ (2~~10~~) working days' notice and state the date on which the termination is to become effective. The Customer will be responsible for all charges associated with all utility Service Connections furnished at the Premises until such time as that utility Service Connection has been discontinued. The City may discontinue Water Service for any one or more of the reasons identified in the Utility Services Rules and Regulations, in compliance with the Water Shutoff Protection Act, Health and Safety Code Sections 116900 et. seq. related to residential customer water shutoffs for non-payment.

Commented [GW3]: Reviewing the existing Municipal Service Ordinance: indicates not less than two (2) working days notice

Only authorized City Employees are allowed to Disconnect the Service Connection from City Systems. A Customer desiring termination of one or more Utility Services must give Municipal Services Division not less than two (2) working days notice and state the date on which the termination is to become effective. The Customer will be responsible for all charges associated with all Utility Services furnished at the Premises until such time as that Utility Service has been Discontinued.

4~~5~~. RATES

~~5.A~~4.A RATES

The rates to be charged by and paid to the City for Water Service shall be the rates legally in effect and on file with the City Clerk, where they shall be available for public inspection.

~~5.B~~4.B TEMPORARY RATE SCHEDULE

An a~~A~~pplicant for Water Service may be assigned a temporary rate schedule until qualification parameters for a customary rate schedule are met. The qualification period shall not exceed twelve (12) months and any change in rate schedule due to new Water Service qualification will apply retroactive to the date of qualification under applicable rate schedule then in effect. The selection of the temporary rate shall be made by the Municipal Services Division and based on historical usage for the Premises, historical usage of the Customer, (an estimate if historical usage is not available), or as provided for by these Rules and Regulations.

~~5.C~~4.C ESTABLISHMENT OF NEW OR OPTIONAL RATES

If the City adopts new or optional schedules or rates, the City shall take ~~reasonable~~ such measures as may be reasonable to advise those of its Customers who may be affected by the change.

In the case where the City adopts new rate schedules~~,~~ which allow~~s~~ a Customer to qualify for more than one rate or schedule, the Customer may request which applicable rate or schedule is desired. Upon request, the Municipal Services Division shall assist the Customer to select the most appropriate rate or schedule, or in the absence of a request, the Municipal Services Division shall have the authority to make the selection based on the available information.

~~5.D~~4.D REASSESSMENT OF RATE SCHEDULE QUALIFICATION

A Customer may request a reassessment of their qualification for a particular rate schedule. A change to a different applicable schedule, as approved by the Municipal Services Division, shall become effective for service rendered after the next regular meter reading following the date of approval by the City. The effective date may be delayed if a change in Water Service hardware, water meter or other associated equipment is required. Notices shall be served as indicated in Water and Recycled Water system~~Service and Use~~ Rules and Regulations Section 2 herein.

~~5.E~~4.E SERVICE BY FACILITIES PURCHASED FROM OTHER UTILITIES

Where the City has purchased Water Service facilities from other water utilities, the Customer shall be placed on the applicable City rate schedule.

5~~6~~. METER TEST AND ADJUSTMENT OF BILLS FOR METER ERROR

~~6.A~~5.A METER TEST

Each meter will be tested at regular intervals which shall be determined by the Water Utility. ~~In no case shall the interval between tests exceed 20 years~~

~~6.B~~5.B METER TEST - CUSTOMER REQUEST

1. Any Customer may, after giving not less than one (1) week's notice, request the City to test the meter serving ~~his/her~~their Premises.
2. Except as provided herein, the City may require from the Customer a fee to cover the cost of the test.
3. The fee will be refunded to the Customer if the meter is found, upon test, to register more than two (2%) percent fast under conditions of normal operation. The deposit will be retained by the City to cover test costs if the meter is less than two (2%) percent fast. The Customer will be notified, not less than five (5) days in advance of the time and place of the test.
4. A Customer shall have the right to require the City to conduct the test in ~~his~~ their presence, or in the presence of ~~his~~ their representative. A written report giving the results of the test will be supplied to the Customer within ten (10) days after completion of the test.

~~6.C~~5.C ADJUSTMENT OF BILLS FOR METER ERROR

1. **Fast Meters**: When, as a result of any test, a meter is found to be registering more than two (2%) percent fast~~,~~ under conditions of normal operation, the City will make necessary adjustments to the Customer's bill (credit or charge) to correct the overcharge ~~based on corrected meter readings (0% greater than actual consumption) for the period in which the meter was in use~~ in accordance with ~~Municipal Services Division~~~~the~~ Utility Services Rules and Regulations Section 6.H.3.
2. **Slow Meters**: ~~6.C.2.(a)~~ Upon testing, if a meter under normal conditions is found to register less than ninety-eight percent (98%) of the actual consumption, Municipal Services Division may bill the Customer for the undercharge based on the corrected meter readings (100% actual consumption) for the period in which the meter was in use in accordance with ~~Municipal Services Division~~~~the~~ Utility Services Rules and Regulations Section 6.H.3.~~6.C.2.(b) Upon testing, a meter used for other than domestic service is found to register less than ninety-eight percent (98%) of the actual consumption, Municipal Services Division may bill the Customer for the undercharge based upon the corrected meter readings (100% actual consumption) for the period in which the meter was in use in accordance with Municipal Services Division Rules and Regulations Section 6.H~~

3. Non-Registering Meters: Municipal Services Division may bill the Customer for water consumed while the meter was not registering. At Municipal Services Division's option, the bill will be computed on an estimate of consumption based on the Customer's use during the same season of the preceding year or based on an alternate method of estimation determined by Municipal Services Division, which includes, but is not limited to, the City's experience with Customer'~~s~~' usage on the same rate schedule; and the general characteristics of the Customer's operations.

6~~7~~. APPEAL FROM THE APPLICATION, REQUIREMENTS, OR INTERPRETATION OF THESE RULES AND REGULATIONS

~~7.A~~6.A REQUEST FOR APPEAL

Unless California law, this Code, or an ordinance or resolution of the City prescribes an alternative procedure, any Customer may request an appeal from an interpretation, requirement or application of the Rules and Regulations. The appeal may be made by submitting a written Request for Appeal to the Director of Water and Sewer Utilities. Upon receipt of a Request for Appeal, the Director shall review the request and notify the appellant in writing of ~~his/her~~their decision within forty-five (45) days of the request. Appeal from the application, requirements or interpretation of the ~~Municipal~~ Utility Services ~~Division~~ Rules and Regulations shall be made in accordance with those Rules and Regulations.

~~7.B~~6.B SUBSEQUENT APPEAL

A Customer may further appeal the Director's determination regarding the appeal from the application, requirements, and/or interpretation of these Rules and Regulations to the City Manager. Such a subsequent appeal must be made in writing and received by the City Clerk within seven (7) calendar days after receipt of the written decision by the Director.

~~7.C~~6.C APPEAL COMPONENTS

The appeal to the City Manager shall consist of a written notice of the appeal, written details explaining the grounds on which the appeal is based, and the payment of an appeal fee ~~of twenty-five dollars ($25.00) or an amount otherwise modified or~~ set ~~from time to time~~ by resolution of the City Council.

~~7.D~~6.D APPEAL TIMEFRAME

The appeal to the City Manager shall be heard within forty-five (45) days from the filing of said notice. If an address is not provided in the notice of appeal, such notice need not be given to the Customer.

~~7.E~~6.E HEARING NOTICE

Written notice of such hearing informing the appellant of the date and time of the hearing shall be personally served upon the appellant, or on any person employed in the place where the business in question, or activity, is maintained. If service cannot be made in the foregoing manner, then a copy of such notice may be mailed to the appellant at ~~his or her~~their place of business or ~~his or her~~their last address known to the City Clerk, at least five (5) days prior to the hearing. The time of such notice may be shortened by the City Manager with the written consent of the appellant.

~~7.F~~6.F HEARING

At the hearing, an opportunity will be afforded to the appellant and the City to make statements for the record regarding the facts in dispute and the circumstances surrounding the matter being appealed. A record of the hearing will be established.

~~7.G~~6.GAPPEAL DECISION

The City Manager shall render ~~his/her~~their decision within forty-five (45) days after the conclusion of said hearing. In ~~his/her~~their decision, the City Manager may reverse, set aside, affirm, amend or modify the decision of the Director. The decision of the City Manager shall be final insofar as the administrative hearing process is concerned.

7. NEW DEVELOPMENT

7.A WATER SUPPLY ASSESSMENTS

New Developments may be required to complete a Water Supply Assessment (WSA) as mandated by the State Water Code and pay for any applicable fees. All Development projects shall submit a WSA form to determine the project's demands and whether a WSA will be required unless otherwise waived by the City.

7.B DEVELOPMENT IMPACT ANALYSIS

All Developments shall request a Development Impact Analysis (DIA) from the City to determine the available fire flow capacity and residual pressure for public hydrants and o~~O~~nsite private fire system connections (unless waived by the Director of Water and Sewer Utilities) and pay any applicable fees. If the existing City system cannot supply the Development with the required fire flow, the Developer shall install the required infrastructure needed to supply the required fire flow at the Developer's expense.

7.C PUBLIC WATER MAINS

All new public water Mains shall be located within the paved areas of public streets and shall meet all City and State separation requirements. Onsite water Mains will not be accepted by the City, nor will easements be granted unless otherwise allowed by the Director. All existing onsite public water Mains shall be converted to a private system and all services shall be reconnected to the public system unless otherwise allowed by the Director.

7.D MAXIMIZING RECYCLED WATER USE

All Developments including multifamily and non-residential buildings shall use Recycled Water for all Non-Potable, permitted uses including, but not limited to, irrigation, Dual Plumbing, cooling, and any other commercial, industrial or institutional use as permitted. Recycled Water shall be used for all construction activities for Developments.

7.E RECYLCED WATER CONVERSION

All Developments that are required to use Recycled Water shall convert any existing non-domestic water use that is eligible for Recycled Water into an approved Onsite Recycled Water system at the Developer's expense.

7.F RECYCLED WATER READY

Where Recycled Water is not available, as determined by the Director, the project shall be designed to receive Recycled Water in the future. All onsite plumbing for non-domestic water uses (irrigation, industrial processes, cooling, etc.) shall be designed for Recycled Water use and shall comply with all Recycled Water regulations.

7. NEW DEVELOPMENT (continued)

7.G ~~GREY WATER~~GRAYWATER READY~~———~~

When a Development chooses to use a Graywater dual drainage laundry plumbing system, ~~A~~alternative plumbing piping ~~is~~shall be installed to permit the discharge from the clothes washer or other fixtures to be used for an irrigation system in compliance with the California Plumbing Code.

7.H MAIN EXTENSIONS AND UPSIZING REQUIRED FOR FIRE DEMAND USE

Applicants, subdividers or property Developers may be conditioned to extend and/or upsize a water Main in order to comply with the City's design and fire protection criteria. The size and extent of the upsize and/or extension shall be determined by the results of the DIA and shall be installed at the Developer's expense.

7.I MAIN EXTENSIONS FOR RECYCLED WATER USE

Applicants, subdividers or property Developers may be conditioned to extend a Recycled Water Main at the Developer's expense in order to comply with the City's requirement to maximize the use of Recycled Water permitted on the~~a~~ Premises. The limit of the extension shall be determined by the Director of Water and Sewer Utilities.

7.J MAIN REPLACEMENT

Main replacement for the water and Recycled Water system for new Developments shall be required where additional services are expected to accelerate the loss of integrity of the existing water or Recycled Water Main. The limits of the replacement shall extend between the nearest valves located beyond the project frontage or as required by the Director.

7.K WATER MAIN TIE-INS TO THE CITY'S WATER SYSTEM

1. Tie-ins to the City's Water System shall not be performed without the authorization of the Water Utility and under the observation of a representative from the Water Utility.
2. Contractor shall notify the Water Utility of all proposed tie-ins and shall provide a tie-in plan which includes, at a minimum, the location and sequence of all tie-in connections, the proposed sampling locations, a disinfection plan, a directional flushing plan, a shutdown plan, all City Water System valves that will be utilized, a list of all Customers that will be impacted by the tie-in plan along with supporting exhibits and an implementation schedule prior to the initiation of construction.
3. The tie-in plan shall reduce or eliminate the number of non-isolated tie-ins planned in favor of using isolated tie-ins to the City's Water System.
4. The City cannot guarantee a complete water shutdown; Contractor is responsible for providing adequate dewatering efforts to complete tie-in work.
5. Contractor shall be responsible for providing temporary water connections to critical services that are required to stay in service during the tie-in or where a tie-in duration will affect a critical service's normal operation.
6. All tie-ins shall be restrained in accordance with City Standards.

7. NEW DEVELOPMENT (continued)

7. Bacteriological testing will be provided by the City for all initial sampling approved by the City. It is the Contractor's responsibility to pass all bacteriological testing. Any additional disinfection, sampling, flushing, or chlorination performed by City forces or consultants, including any overtime needed, in response to a failed bacteriological test shall be charged to the Contractor. No bacteriological testing shall be performed on Thursday, Friday, Saturday or Sunday unless otherwise approved by the Director.
8. Contractor shall notify all impacted users ten (10) calendar days prior to any approved shutdown and provide the City with a sample of the notification and a summary of the outreach performed.

7.L WORK OUTSIDE OF THE CITY'S NORMAL WORK HOURS

1. The Water Utility does not ~~regularly~~ regularly work outside of normal working hours, but in rare and exceptional circumstances, the City may consider it pursuant to the following conditions.
2. Construction work for the installation of water infrastructure shall not be performed outside of normal City work hours without the written authorization of the Director. Contractor shall exhaust all options prior to requesting work outside of normal City work hours.
3. Requests for work outside of normal City work hours must be submitted to the Water Utility six (6) weeks prior to the proposed date of the work. The request shall discuss the options considered by the Contractor and the reasons why work cannot be performed within normal work hours and shall include a tie-in plan if the work will involve a shutdown of a portion of the City's Water System.
4. Contractor shall pay all applicable fees for work outside of normal work hours prior to the proposed date of work.

7.M DEVELOPMENT SHALL INSTALL BACKFLOW PREVENTION DEVICES

Unless otherwise required by Title 17 or any successor regulation, all Developments ~~-~~except single-family homes, duplexes and Accessory Dwelling Units (ADUs)~~ and remodels~~, shall install a Backflow device that meets City's current standard on every Potable Water Service Connection to the Premises.

7.N UPGRADING SERVICE CONNECTIONS TO MEET CURRENT STANDARD

Unless otherwise required by Title 17 or any successor regulation, all Developments except single-family home remodels, with existing Backflow Prevention Devices which do not meet the City's current Standard or, in the opinion of the Director, do not provide adequate protection from Backflow, shall be upgraded at the Developer's expense. Upgrading may include complete replacement and relocation of the Backflow Prevention Device and meter assembly, installation of additional devices and /or correction of any onsite Cross-Connection hazards. All upgrades to Fire Service Connections shall require the approval of the City Fire Department prior to installation.

7. NEW DEVELOPMENT (continued)

7.O SEPARATE SERVICES

All Developments shall provide Separate Service Connections for each type of water and Recycled Water use, such as, but not limited to, domestic, fire, irrigation, Dual Plumbing, cooling, industrial water use, and for each type of land use such as, but not limited to, residential, commercial, industrial use on the Premises, each separately metered and tapped at the water Main. Multiple water uses shall not be served by a single Service Connection. All services shall be metered separately.

7.P MINIMUM SERVICE SIZE FOR SINGLE-FAMILY HOMES

The minimum meter and service size for a new single-family home, remodel or ADU with a fire sprinkler shall be a one-inch (1") meter and Service Connection.

7.Q SUBMETERING

All Developments shall comply with the Submetering requirements of the California Water Code, Health and Safety Code and Building Code. All requests for exemptions shall be submitted to the City's Building Official.

7.R PRIVATE WELLS

1. It shall be the responsibility of the Owner/Developer to disclose the existence of all water wells on the property to be developed. The locations of all existing wells shall be shown on all site plans and included with Permit applications to the City for any onsite modifications or construction.
2. All Developments with existing private wells shall be assessed for Cross-Connection hazard and may be required to be removed if deemed a "high hazard" by the City.
3. Developments that are required to remove existing wells shall destroy all existing wells in accordance with all applicable regulations prior to connection to the City's Water System whether expressly stated or not.
4. The well or wells shall be sealed in accordance with the Standards promulgated by Santa Clara Valley Water District. A copy of the Destruction Permit issued by the District, indicating that the well or wells have been properly sealed, shall be submitted to the City as evidence thereof.

7.S DEVELOPMENT REVIEW

~~8.A.1.~~Prior to submitting any projects for Water Service, the Developer shall submit a site plan showing all existing utilities, trees, structures and easements to the Water Utility. Developer shall then contact the City ~~City Electric Department and~~ Water Utility for requirements and prepare the site plan resolving coordination of all utilities. Charges for new Service Connections are payable in advance and shall be in accordance with the applicable sections of the City Code.

~~8.A.2 Most Water Service Connections will normally be furnished and installed by City between the street curb and the property line.~~

7. NEW DEVELOPMENT (continued)

~~8.A.3 Subject to approval of the Director of Water and Sewer Utilities, and providing there is no depressed grade condition planned or existing on the Premises, water needs may be served by an on-site water distribution system and individual meters installed (either by City or Developer) and maintained by City in an easement (minimum width 15 feet) granted for that purpose. Developer must contact the Water Utility for the water infrastructure design criteria prior to designing the on-site utilities.~~

7.T UTILITY CLEARANCES

The Developer shall maintain a minimum of one foot (1') of vertical clearance measured from outside diameter to outside diameter at all Water Service crossings with other utilities, and the following required minimum horizontal clearances, measured from outside diameter to outside diameter of edge, from Water Services:

(a) ten feet (10') from sanitary sewer utilities,

(b) ten feet (10') from Recycled Water utilities,

(c) eight feet (8') from storm drain utilities,

(d) five feet (5') from fire and other water utilities,

(e) three feet (3') from abandoned Water Services,

(f) five feet (5') from gas and electric utilities,

(g) seven feet (7') from high pressure gas mains,

(h) five feet (5') from the edge of the proposed or existing driveway, and

(i) five feet (5') from structures, poles and fountains.

~~8.A.4~~ All trees, existing and proposed, shall maintain a minimum clearance of ~~10~~ ten feet (10') from any existing or proposed w~~W~~ater facilities. If tree root barriers are used, clearance from trees reduces to five feet (5') measured from the edge of the tree root barrier to the edge of water facilities. Existing trees that conflict ~~will have to~~shall be removed. Trees shall not be planted in water easements or public utility easements.

No structures (fencing, foundation, etc.) or treatment facilities (biofiltration swales, etc.) shall be placed over utilities and utility easements.

7.U ~~8.B~~ RELOCATION OF EXISTING FACILITIES

No existing City facility shall be relocated prior to the authorization of the City and the cost of the relocation shall be paid for by the Developer~~ment~~.

7.V ~~8.C~~ RIGHTS OF WAY

Water easements shall be provided by Customer for all City W~~w~~ater U~~u~~tility facilities located outside of the public right of way. City will determine the location of easements and prepare document(s) at C~~c~~ustomer's expense, for Customer's signature, unless easements are dedicated on a Tract or Parcel map. The City is not obligated to accept an easement or any public improvement installed within an easement on private property.

7. NEW DEVELOPMENT (continued)

7.W OBLIGATION TO PROTECT EXISTING PUBLIC UTILITIES

Any Contractor performing any work within the public right of way or within 10 feet of an existing public water or Recycled Water Main, service, Appurtenance or facility shall be responsible to locate the facility and protect it in place prior to construction activity.

Contractor shall not proceed with any construction activity within a public right of way or easement that includes an existing public water or Recycled Water Main, service, Appurtenance or facility prior to receiving approval from the Water Utility.

If any existing public utility Main, service, Appurtenance or facility is damaged as a result of the Contractor's activity, Contractor shall be responsible for the repair and/or replacement of the damaged utility infrastructure and all associated costs including, but not limited to, bypass improvements, shutdowns, monitoring, mitigations for discharges into the storm or sewer system, overtime charges, traffic control, Permitting, inspection and reporting to Rregulatory Agencies.

7.X DEMOLITION PERMITS

Contractor and Owner shall disconnect all existing Water Services prior to issuance of onsite construction Permits and commencement of onsite demolition work. Demolition work shall not commence without prior verification that utility services have been disconnected.

7.Y NEW SERVICE APPLICATIONS

1. Contractor Owner shall submit new Water Service applications to the Water Utility for all Service Connections prior to the issuance of any encroachment Permit which will install or modify a Water Service Connection. New meters will not be released or installed if a complete Customer account is not on file with the City at the time of meter installation.
2. Contractor or Owner shall be billed for all water usage generated from the date of meter installation.

Z

7.Z RECORD DRAWINGS

Record Drawings shall be prepared to show all utility improvements as constructed and shall include all changes in work constituting departures from the City approved design drawings. Record Drawings shall be submitted to the City for review and approval prior to building occupancy. A GIS-compatible file shall be submitted with the Record Drawings which contains geospatial data of the new improvements that can be directly incorporated into the City's GIS system.

8. CITY DISTRIBUTION SYSTEM ON CUSTOMER PREMISES 8. AFFORDABLE HOUSING PROJECTS

8.A NEW DEVELOPMENTS

8.A.1. Prior to submitting any projects for Water Service, the Developer shall submit a site plan showing all existing utilities, trees, structures and easements to the Water Utility. Developer shall then contact City Electric Department and Water Utility for requirements and prepare the site plan resolving coordination of all utilities. Charges for new Service Connections are payable in advance and shall be in accordance with applicable sections of the City Code.

8.A.2 Most Water Service Connections will normally be furnished and installed by City between the street curb and the property line.

8.A.3 Subject to the approval of the Director of Water and Sewer Utilities, and providing there is no depressed grade condition planned or existing on the Premises, water needs may be served by an on-site water distribution system and individual meters installed (either by City or Developer) and maintained by City in an easement (minimum width 15 feet) granted for that purpose. Developer must contact the Water Utility for the water infrastructure design criteria prior to designing the on-site utilities.

8.A.4 All trees, existing and proposed, shall maintain a minimum clearance of 10 feet from any existing or proposed Water facilities. Existing trees that conflict will have to be removed. Trees shall not be planted in water easements or public utility easements.

8.B RELOCATION OF EXISTING FACILITIES

Any relocation of existing City facilities shall be paid for by the requesting party.

8.C RIGHTS OF WAY

Water easements shall be provided by Customer for all City water utility facilities. City will determine the location of easements and prepare document(s) at customer's expense, for Customer's signature, unless easements are dedicated on a Tract or Parcel map.

8.A DEFINITIONS

"Proposed Developments that include housing units affordable to lower income households" shall have the same meaning as set forth in Government Code Section 65589.7(d)(1).

8.B PRIORITY IN THE EVENT OF SERVICE LIMITS

In the event the City experiences service limitations due to constraints in water supply or in wastewater treatment and disposal capacity or regulatory restriction, the City shall grant a priority for the provision of future water and sewer service to proposed Developments that include housing units affordable to lower income households. The City shall apply the following priorities in descending order:

1. Continued service to existing connections and Customers.

2. Existing commitments contained in Development agreements.
3. Proposed Developments that include housing units affordable to lower income households.
4. New Developments on existing in-fill, developable parcels.
5. Other nNew Developments.

8.C PROHIBITION ON DENIAL OR CONDITIONING OF SERVICE

The City shall not deny or condition the approval of an application for services to, or reduce the amount of services applied for by, a proposed Development that includes housing units affordable to lower income households unless the City makes specific written findings that the denial, condition, or reduction is necessary due to the existence of one or more of the following:

1. The City does not have "sufficient water supply," as defined in Government Code Section 66473.7(a)(2), or is operating under a water shortage emergency as defined in Water Code Section 350, or does not have sufficient water treatment or distribution capacity to serve the needs of the proposed Development, as demonstrated by a written engineering analysis and report.
2. The City is subject to a compliance order issued by the State Department of Health Services that prohibits new water connections.
3. The City does not have sufficient treatment or collection capacity, as demonstrated by a written engineering analysis and report on the condition of the treatment or collection works, to serve the needs of the proposed Development.
4. The City is under an order issued by a State Water Resources Control Board that prohibits new sewer connections.
5. An applicant has failed to agree to reasonable terms and conditions relating to the provision of service generally applicable to Development projects seeking service from the City, including, but not limited to, the requirements of local, state or federal laws and regulations or payment of a fee or charge imposed pursuant to Government Code Section 66013.

9. ACCESS, INTERFERENCE, TAMPERING, AND THEFT

9.A CITY RIGHT OF ACCESS

The City shall have immediate and unhindered access, without notice, to and from a Customer's Premises for any purpose reasonably connected with the furnishing of Water Services, including but not limited to the abatement of water waste, inspection, reading, testing, maintenance, removal, and replacement of City Equipment. The Water Utility and Municipal Services Division jointly and singly retain the authority to enforce these provisions.

When access is not immediate and unhindered, the City may issue citations with the following graduated levels: notice of denied access, warning of impending citation, citation, warning of impending civil/criminal action, or any other enforcement remedy provided for in the City Code. The City may require the Customer to provide, without cost to the City, a new approved location for equipment or to re-establish the immediate and unhindered access to the previously approved location.

9.B WORK OUTSIDE CITY'S OPERATING CONVENIENCE

When requested by the Customer, and where circumstances permit some flexibility in scheduling of necessary repairs or improvements, the City may at its sole option perform the work during other than normal City working hours for the increased convenience of the Customer, providing that the Customer acknowledges in writing, prior to the performance of said work, their willingness to pay for any costs incurred by the City as a result of performing said work at other than during normal City working hours.

9.C INTERFERENCE

Any person preventing or interfering with any City Employee in the lawful discharge of duties is subject to penalties, prosecution, and punishment.

9.D TAMPERING

To rearranging, bypassing, damaging, altering, breaking, preventing normal function of equipment in any way, or preventing access to Service Connection or other City owned facilities may be considered Tampering. It shall be unlawful for, and the City may immediately discontinue Water Service and bring a criminal action against, any person, firm, corporation or association that commits, authorizes, solicits, aids, abets or attempts to:

1. Change the intended course or path of Water Services without authorization from the City.
2. Make, or cause to be made, any connection or restoration with property owned or used by the City to provide Water Services.
3. Prevent any water meter, or other device used to determine the amount of water consumed by a Customer, from accurately performing its measuring function.
4. Tamper with, or otherwise access without permission from the City Water Utility, any property owned or used by the City to provide Water Services.
5. Use or receive Water Service without consent of the City or payment of all lawful charges.

9.E THEFT

It is unlawful for any person to use, divert, receive or take water from the City Water System from any public fire hydrant, blow-off valve, water Main, Water Service lateral or other City facility or connection to a City facility without the authorization of the City.

~~9.E~~9.F FRAUD

The City may discontinue the Service Connection without notice if a Customer's actions or the conditions of the Premises indicate the Customer's intent to defraud the City.

~~9.F~~9.G LIABILITY, PENALTY, PROSECUTION AND PUNISHMENT FOR VIOLATION

1. Legal liability and responsibility, for violation of these Rules and Regulations, lies with the Customer of record and/or any additional recipient who benefits from the Water Service.
2. For violation of the Rules and Regulations set forth regarding interference, Tampering or theft, the City shall levy a charge set forth in the City of Santa Clara Municipal Fee Schedule, adopted by resolution of the City Council.

~~9.G~~9.H CIVIL ACTION

In any civil action brought, the City may recover three times the amount of actual damages, plus the cost of the suit, reasonable attorney's fees and any other amounts allowed by law. In addition, the City may bring an action to enjoin and restrain any violation of these Rules and Regulations.

10. TEMPORARY WATER SERVICE

Temporary W~~w~~ater S~~s~~ervice, as herein considered, refers to service of a temporary nature or of questionable permanency. The City shall, if no undue hardships result therefrom, furnish temporary service under the following conditions:

10.A TIME LIMIT

Temporary Service Connections shall be disconnected and terminated within twelve (12) months after installation unless an extension of time is granted in writing by the City. (See Chapter 13~~31~~, Article II of the City Code for rules and regulations concerning temporary service from fire hydrants.)

10.B CHARGE FOR WATER SERVED

Charges for water furnished through a T~~t~~emporary W~~w~~ater Service Connection shall be at the established rates for regular Customers.

10.C INSTALLATION CHARGE AND DEPOSITS

The applicant for temporary service will be required:

1. To pay to the City in advance the estimated cost of installing and removing all facilities necessary to furnish such service, unless other arrangements are approved by the City Council. If service is supplied through a fire hydrant and hydrant meter, the applicant will be charged in accordance with the established rate schedule in effect at the time application is made.
2. To deposit with the Municipal Services Division an amount sufficient to cover bills for water during the entire period such temporary service may be used, and as set forth in the City's Municipal Fee Schedule service deposits in effect at the time.
3. Nothing in these Rules and Regulations shall limit or affect the right of the City to collect from the Customer any other or additional sums of money which may become due and payable to the City from the Customer by reason of the Temporary Water Service furnished or to be furnished. The City may refuse Water Service if, in the judgment of the City, unsafe or hazardous conditions exist.

10.D REFUNDS

A refund of the Temporary Water Service deposit less applicable fees or charges will be applied to the Temporary Water Service closing bill. An Owner of the~~a~~ Premises, executive officer of corporation, or business, with an unpaid closing bill can transfer the outstanding balance to any existing or future accounts without regard to Customer class.

10.E TEMPORARY WATER PERMIT

1. Any person or company desiring to use water drawn from a fire hydrant for the purpose of spraying, jetting or dust control or for any other reason must first obtain a temporary water P~~p~~ermit by applying to the Water Utility. (See Section ~~17.E~~16.D.)

10. TEMPORARY WATER SERVICE (Continued)

2. It is specifically prohibited to operate the valve of any fire hydrant other than by the use of a spanner wrench designed for this purpose.
3. It is unlawful for any person, except the City's Fire Department, to take water from any City fire hydrant or any City Water facilities, without first obtaining a P~~p~~ermit and complying with the City's ~~rules and regulations for water service and use~~Potable and Recycled Water System Rules and Regulations.

11. SHORTAGE OF SUPPLY AND INTERRUPTION OF DELIVERY

11.A WATER SUPPLY

The City will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of Water Services to the Customer, but does not guarantee continuity or sufficiency of supply. The City will not be liable for any damage resulting from the interruption, shortage, or insufficient supply of Water Services to the Customer.

11.B TEMPORARY WATER SERVICE SUSPENSION

The City will have the right to suspend temporarily the delivery of Water Service whenever necessary to make repairs or improvements to its system. Reasonable notice, as circumstances permit, will be given to the Customers, and the repairs or improvements will be completed as rapidly as possible during normal City working hours, and where possible, with the least inconvenience to the Customers.

11.C APPORTIONMENT OF WATER SUPPLY

If a shortage of supply occurs, the City will make an apportionment of the available supply of water among Customers as ordered or directed by the City Council. In the absence of an order or direction by the City Council, the City Manager will apportion the available supply of water among Customers in a reasonable manner.

12. DESCRIPTION OF STANDARD WATER SERVICE

12.A NUMBER OF SERVICES TO SEPARATE PREMISES

Except as otherwise provided in Section 12.B below, s~~S~~eparate Premises under single control or management shall normally be supplied through ~~a single~~Separate Service Connections. The Customer may request ~~separate individual~~a single S~~s~~erviceS Connection with a master meter, whereupon the City shall evaluate Customer's request and, at City's option, ~~may provide separate~~accept a single service~~s~~.

12.B SERVICE TO MULTIPLE UNITS

1. Separate residential houses, apartments or other multi-family accommodations, or business establishments on the same Premises or on adjoining Premises under a single control or management may be served by ~~either of~~ the following methods, ~~at the option of the City, taking into consideration the Customer's preference~~as detailed below:

   (a) Through a single metered Service Connection to the entire Premises, as provided in Rate Schedule.

   (b)~~2~~ Through separate metered Service Connections to each or any group of units, provided that the system from each service is independent and not interconnected with any others.

   (c) If a master meter is used to serve multiple residential or commercial units, then the Owner shall install Submeters to measure the quantity of water used by each unit and shall comply with all applicable State regulations.

2. For Developments other than ADUs, the City may select the methods listed above in Section 12.B.1(a) or 12.B.1(b), taking into consideration the Customer's preference.

3. ADUs constructed on lots with single-family zoning or on lots with an existing single-family dwelling shall be served by the method described in Section 12.B.1(a) above.

   (a) Notwithstanding the foregoing, ADUs shall be served by the method described in Section 12.B.1(b) if the ADU(s) is constructed at the same time as a new single-family dwelling, or in the event the property Owner requests to have Separate Service Connections.

12.C SINGLE METER SERVICE TO MULTIPLE TENANTS/UNITS

1. When separate domestic and/or C~~c~~ommercial S~~s~~ervices are served on the same Premises through a single-metered Service Connection (master meter), the Owner may resell water to tenants of the Premises at rates identical with the rates of the City that would apply if that Water Service was supplied to the individual tenants or units directly by the City, regardless of the rate the Owner is charged, provided the Owner complies with either 12.C.1(a), ~~or~~ 12.C.1(b) or 12.C.1(c). Within thirty (30) days upon written request by the City, the Owner must submit four (4) consecutive quarterly water billing summaries to the City for compliance auditing purpose.

   (a) Water is separately metered to the individual tenants or units.

12. DESCRIPTION OF STANDARD WATER SERVICE (Continued)

(b) Water is not separately metered. The Owner shall be responsible for purchase of all water used for landscape irrigation and other common area uses. The tenants shall receive separate bills for the water used by the tenants alone without any incremental charges (service or handling) billed to tenants' accounts. For residential accounts, the charge to the tenants for water shall be derived from a consistent formula for allocation that includes the number of individuals in each household (e.g., 100% occupancy or 50% occupancy and 50% square footage). For non-residential master-metered accounts, the amount allocated to each tenant shall be consistently calculated based on a formula that includes a reasonable standard for water use at each business type and square footage of each tenant's unit.

(c)

~~12.C.2~~ The charge to the tenants for such water is absorbed in the rental charges for that individual tenant or unit with no separate identifiable charge for water, and the rent does not vary with water consumption.

2.~~12.C.3~~ If water is resold otherwise than provided for above, the City may d~~D~~iscontinue service to the Owner, or furnish water directly to the individual tenants or units through separate meters installed at the sole cost of the Owner.

3.~~12.C.4~~ Under these Rules and Regulations, t~~T~~he responsibility for payment for all Water Services furnished to individual tenants or units on the same Premises ~~under these Rules and Regulations~~ and supplied through a single Service Connection shall be the obligation of the Owner. It shall further be the Owner's responsibility ~~of the Owner~~ to inform individual tenants or units of the method of metering Water Services. The City will have no contractual relationship with tenants of individual units where a Customer receives service through a single metered connection, nor a relationship created by payments made directly to the City on behalf of the Owner by tenants or other third parties.

4.~~12.C.5~~ As a condition of service for single metered service, the Owner has agreed to be governed by the applicable City Rules and Regulations. As a further condition of service for single metered service, the Owner has agreed that the City may inspect and examine the Owner's billing procedures from time to time to determine that such service is made in accordance with these Rules and Regulations, or as otherwise may be authorized by the City.

13. RESPONSIBILITY FOR EQUIPMENT AND PROTECTIVE DEVICES

13.A RESPONSIBILITY FOR EQUIPMENT

13.A.1. The Customer shall, at the Customer's risk and expense, furnish, install and keep in good and safe condition equipment and suitable housings that may be required for receiving, controlling, applying and utilizing water, regardless of the location of the meters, or other City Equipment, and the City shall not be responsible or liable for any loss or damage caused by the improper installation of such water equipment, or the negligence, want of proper care or wrongful act of the Customer or of any of the Customer's tenants, agents, employees, contractors, licensees or Ppermittees in installing, maintaining, using, operating, Tampering, or interfering with such equipment. The City shall not be responsible or liable for damage to Customer's property and/or equipment, either when the water is turned on originally or when turned on after a temporary shutdown, during normal operating conditions, times of local or system trouble and/or after rRestoration. The City shall not be responsible or liable for damage to, or the failure of, any component of the Customer's equipment due to a defect in Customer's equipment or failure to maintain adequate protection as described in these Rules and Regulations.

13.A.2. The Customer shall exercise reasonable care to prevent City Equipment on the Customer's Premises from being Tampered or interfered with, damaged, or destroyed. The Customer shall be liable for damage to City Equipment arising from negligence, want of proper care, or wrongful act of the Customer or Customer's tenants, agents, employees or contractors. If any defect is discovered by the Customer, the Customer shall promptly notify the City.

13.B PROTECTIVE DEVICES

13.B.1. It is the Customer's responsibility to furnish, install, inspect and keep in good and safe condition at that Customer's own risk and expense, all appropriate protective devices of any kind or character, which may be required to properly protect the Customer's facilities and equipment from any event caused without negligence by the City or from any event caused by another Customer. The City is not responsible or liable for any loss or damage occasioned or caused by the negligence, or wrongful act of the Customer, or of any of that person's agents, employees or licensees in omitting, installing, maintaining, using, operating or interfering with any such protective devices.

13.B.2. It is the Customer's responsibility to select and install such protective devices as may be necessary to coordinate properly with the City's protective devices to avoid exposing other Customers to unnecessary Wwater Sservice interruptions. Failure to provide appropriate protective devices or to properly coordinate said equipment with the City's protective devices may result in discontinuance of Water Service.

14. SERVICE CONNECTIONS AND METERS

14.A SERVICE CONNECTIONS

Water Service Connections will be installed in the size and at the location desired by the applicant where such requests are reasonable and in accordance with City Standards. Service Connections will be made only to property abutting on public streets or to such distribution Mains as may be constructed in alleys or rights-of-way at the convenience of the City. ~~Service Connections installed in the new subdivisions prior to the construction of streets or in advance of street improvements must be accepted by the applicant in the installed location.~~ Charges for new Service Connections are payable in advance and shall be in accordance with applicable sections of the Code.

14.B METERS

1. A separate Water Service Connection is required for each water use on a Customer's Premises including, but not limited to, domestic, fire, irrigation, cooling, industrial processes and other uses.
2. A separate Water Service Connection is required for each land use on a Customer's Premises including, but not limited to, residential, commercial, industrial and other uses.
3. All Service Connections shall be individually metered with the exception of Fire Service Connections.
4. The minimum meter and service size for any new service shall be a one-inch (1") meter and Service Connection.
5. Existing services that remain on new Development projects or tenant improvement projects shall be reviewed for compliance with AWWA minimum sizing requirements.

6.~~14.B.1~~ When an authorized service entrance has been established, meters will normally be furnished and installed between the curb and the property line. The charges for meters shall be in accordance with applicable sections of the Code.

7.~~14.B.2~~ No rent, or other charge, will be paid by the City for a meter or other facility, including housing and connections, located on a Customer's Premises.

8.~~14.B.3~~ All meters will be sealed by the City at the time of installation, and no seal shall be Tampered with or broken by the Customer at any time thereafter.

9.~~14.B.4~~ The City reserves the right to meter any and all services and to apply the established metered rates to the quantity of water measured by them.

14.C CHANGES IN LOCATION OF METERS AND SERVICE CONNECTIONS

Meters or services moved for the convenience of the Customer will be relocated at the Customer's expense.

14. SERVICE CONNECTIONS AND METERS (Continued)

14.D CHANGES IN SIZE OF METER

Upon request of a Customer and subject to the approval of the Director, the size of an existing meter may be changed at the Customer's expense. After the meter change is made, the monthly rates shall be adjusted to reflect the change in meter size. ~~Charges for meter changes shall be made by applying the rates shown in the Code to the applicable situation as follows:~~

~~14.D.1 When an existing meter is replaced in size by a larger meter, the Customer shall be given a credit for the rate established for the existing meter. Said credit shall be applied against the rate established for the larger meter, and the differential cost shall be paid to the City by the Customer.~~

~~14.D.2 When an existing meter is replaced in size by a smaller meter, the Customer shall be given a credit for 70% of the rate established for the existing meter. Said credit shall be applied against the rate established for the smaller meter and the differential cost, if any, shall be paid to the City or refunded to the Customer as the case may be.~~

14.E SUBMETERING

All Developments shall comply with the Submetering requirements of the California Water Code, Health and Safety Code and Building Code. All requests for exemptions shall be submitted to the City's Building Official.

~~14.E~~14.F OWNERSHIP

The Service Connection, whether located on public rights-of-way or easements through private property, is the property of the City~~,~~; ~~and~~ the City reserves the right to repair, replace and maintain it, ~~as well as~~and to remove it upon discontinuance of service.

~~14.F~~14.G MAINTENANCE

The Service Connection, including the meter and the meter box, will be repaired and maintained by the City at its expense except for damages as set forth in Section 13. The City is not responsible for the installation and/or maintenance of water lines beyond the end of its Service Connections and/or meter.

~~14.F~~14.H SPLIT SERVICE CONNECTIONS

The City, in several locations, has installed in residential subdivisions two meters on a common service, known as a "split service." In the event that a Customer wishes a single service to replace the split service, the charges will be in accordance with the City Code for a new one-inch (1") service including street opening fees.

~~15. MAIN EXTENSIONS~~

~~15.A EXTENSIONS~~

~~Main extensions and Service Connections for Applicants, sub-dividers or property developers shall be made in accordance with the applicable provisions of the Code.~~

~~15.B RIGHT TO CHANGE POLICY~~

~~It is understood that the policy stated herein may be changed by the City Council at such time or times as it may deem advisable or necessary. In no instance is this policy to apply retroactively to any subdivision, development, or Service Connection previously approved by the City Council and for which an agreement covering Water Service has been executed.~~

16.15. AUTOMATIC FIRE SERVICE CONNECTIONS

16.A15.A PURPOSE

An automatic Ffire Service Connection of four-inch (4"") diameter or larger, up to one size increment smaller than the the size of the connected Main, will be furnished permitted in accordance with City Standards only if adequate provision is made to prevent the use of water from such Service Connection for purposes other than fire extinguishing.

16.B15.B REQUEST AND APPLICATION

1. All requests for automatic Ffire Service Connections shall require an encroachment Permit from the Department of Public Works and shall be referred toapproved by the Water Utility.
2. All new Fire Services or existing services that will install a new Backflow Prevention Device or upgrade an existing Backflow Prevention Device requires the approval of the City Fire Department.

16.B.23. The Permit submittal shall meet the requirements of the Development review and Permitting process and shall, at a minimum, include Aa location map with a job title and the date the service is needed. shall accompany each request.

16.B.34. The Ccontractor or Owner shall make submit an encroachment Permit application for the Ffire Sservice at the Utilities OfficeDepartment of Public Works and shall also submit an application for all necessary fire Permits with the City Fire Department.

15.C BACKFLOW PREVENTION DEVICES FOR FIRE SERVICE CONNECTIONS

1. An approved Backflow Prevention Device is required for all Fire Service Connections to Premises receiving water from the City. The Backflow Prevention Device shall be placed at the Service Connection or at a location approved by the City. Backflow Prevention Devices shall comply with all requirements of Section 19, Cross-Connections, of these Rules and Regulations and the City's Standard Details.
2. The applicant shall design the onsite fire suppression system to accommodate the available pressures and flow downstream of the Backflow Prevention Device and shall make any necessary modifications to an existing system to ensure that it complies with the requirements of the City Fire Department.

15.D MINIMUM SIZE FOR SINGLE-FAMILY HOMES WITH FIRE SPRINKLERS

The minimum size Service Connection for single-family homes and ADUs with an automatic fire sprinkler system is a one-inch (1") Service Connection and meter.

16.C15.E INSTALLATION CHARGES FOR CITY WORK

If the applicant requests that the City installs the Fire Service Connection, tThe applicant will be required to make payment of the fees as specified in the Code for the automatic Ffire Sservice in advance of installing the Service Connection.

16.D15.F QUANTITATIVE CHARGES

1. Water for Fires: No charge will be made for water used to extinguish fires.
2. Water for Fire Storage Tanks: Occasionally water may be obtained from an automatic sprinkler service for filling a storage tank connected with Ffire Sservice, but only if written permission is secured from the Water Utility in advance and an approved means of measurement is available. The rates for general use will be applied.
3. Other: Water lost through leakage or in unauthorized testing or used in violation of these Rules and Regulations shall result in an imposition of regular Water Service rates on the Ffire Sservice account for a minimum of three billing cycles or longer, until such time as illicit use of water through the Ffire Service Connection is discontinued.

15.G TESTING

The Owner shall request the authorization of the Water Utility for testing or use of a Fire Service Connection prior to scheduling. The request shall be in writing and may be delivered in person or by email to Water@SantaClaraCA.gov. The water used shall be tracked and reported to the Water Utility and shall be charged at the regular Water Service rate.

16.E15.H VIOLATION OF AGREEMENTRULES AND REGULATIONS

If water is used from a Ffire Sservice in violation of the agreement or of these Rules and Regulations, the City may, at its option, discontinue and remove the service.

16.F15.I OWNERSHIP OF CONNECTION

The Service Connection and all equipment Aappurtenant thereto shall be the sole property of the City, and no part of the cost thereof will be refunded to the applicant.

16.G15.J PRESSURE AND SUPPLY

The City assumes no responsibility for loss or damage because of lack of water or pressure and merely agrees to attempt to furnish such quantities and pressures as are available in its general distribution system. The service is subject to shutdowns and variations required by the operation of the system or due to accidents beyond the ability of the City to control.

15.K FIRE FLOW AND DEVELOPMENT IMPACT REQUESTS

1. Applications for fire flow data and Development Impact Analysis (DIA) may be submitted to the Water Utility in person or by email to Water@SantaClaraCA.gov.
2. FeesCharges for the fire flow analysis and/or DIA are payable in advance and shall be in accordance with the applicable section of the Code.
3. The City performs all fire flow analysis and DIA on a hydraulic model. and will provide results from the time of peak usage.

4. Fire flow data and DIA results may varychange over time due to changes in the City's Water System or discrepancies between in-field fire flow results and fire flow results from hydraulic modeling.
5. The applicant or Owner is responsible for meeting the requirements of the City Fire Department and Water Utility at all times and may be required to modify their fire sprinkler system based on the most current fire flow data in order to meet the Fire Department's requirements and the Water Utility's requirements.

16.H15.L RATES

Monthly charges furnished for automatic fire sprinkler service shall be at the established rates.

1716. FIRE HYDRANTS

17.A16.A USE OF AND DAMAGE TO FIRE HYDRANTS

No person or persons, other than those designated and authorized by proper authority, shall open any fire hydrant, attempt to draw water from it or in any manner damage or Tamper with it. Any violation of this regulation is punishable by law, and in accordance with City Code.17.B INSTALLATION OF FACILITIES ON PRIVATE PROPERTY

Fire hydrants and other facilities will be installed for use on private Premises by the City under agreement entered into by the parties concerned and the City.

17.C16.B MARKING OR COLOR CODING OF FIRE HYDRANTS

1. Public Hydrants: All public hydrants including, but not limited to, hydrants which are municipally installed, operated, controlled and maintained shall have white barrels or bodies with the color coding, marking, or stenciling as required by the State Fire Marshal.
2. Private Hydrants: All private hydrants shall have the barrel, top, and nozzle caps painted "safety yellow" to distinguish them from public hydrants.

16.C17.D MODIFICATION OR RELOCATION OF FIRE HYDRANTS

1. The City, at its sole discretion, reserves the right to install a new fire hydrant or to relocate an existing fire hydrant to a new location within the right of way or along the frontage of a Customer's Premises.
2. If a property Owner, or other party of a developed or redeveloped Premises, desires a change in the size, type or location of an existing fire hydrant, said Owner or other party shall bear all costs of such changes, without refund. If a fire hydrant is installed by the City which precedes the development of the Premises and the location of said fire hydrant interferes with the development of the Premises, the City, at its sole expense, shall move the existing fire hydrant to a new location on the Premises.
3. Any change in the location of a fire hydrant must be approved by the Water Utility and the Fire Chief.

16.D17.E WATER FROM FIRE HYDRANTS

1. Permit to Use Extract Water is Required: It shall be unlawful for any person to take water from any City fire hydrant or any City water facility, except the City Fire Department, without first obtaining a Ppermit and complying with the regulations contained in these Rules and Regulations.
2. Application; Issuance and Deposit: After application to and approval of the Water Utility, The Ppermits required by the preceding section will be issued by the Water Utility. Applications for the temporary use of water from a public fire hydrant shall be filed with the Water Utility Office at City Hall. The application shall include an exhibit showing the location(s) of the fire hydrant(s) that will be used.

7167. FIRE HYDRANTS (Continued)

After application to and approval of the Water Utility , the applicant shall pay a deposit to the Municipal Services Division Office upon application and payment of a deposit, a portion of which is non-refundable. (The refundable portion of a deposit is not normally required of other public agencies or utilities.) A copy of the receipt confirming payment shall then be provided to the Water Utility.

3. Denial or Revocation: The City shall have the right to refuse or revoke any Ppermit issued pursuant to these Rules and Regulations when the use of same results in surging or pressure complaints due to careless operation of the fire hydrant valve or for any other cause.

4. Issuance of Equipment; Manner of Extracting Using Water; Water Meters Generally: An appointment will be scheduled for Tthe Aapplicant filing for a Ppermit under the preceding section shall then report to the Water and Sewer Utilities Meter Shop to issue and install corporation yard, where athe portable water meter and Bbackflow Pprevention Ddevice with hose adapter for connection to the City fire hydrants and a spanner wrench will be issued. No other equipment, tools or accessories shall be furnished by the City. All water used must be taken through the water meter and Bbackflow Pprevention Ddevice. The water meters and Bbackflow Pprevention Ddevice assemblies shall be locked by the City. The Ppermittee shall not make any modifications, Ttamper, remove or relocate the portable water meter and Bbackflow Pprevention Ddevice without the prior approval of the Water and Sewer Utilities Meter Shop.

   The Water Utility shall have the right to test and inspect these devices to ensure that they are working in a satisfactory manner. All meters shall be tested by the Water and Sewer Utilities Meter Shop every six (6) months, at a minimum. Service of water shall be immediately discontinued by the Water Utility if the Bbackflow Pprevention Ddevice is not installed, if the relief valve is Ttampered with or dumping, if it is found that the Bbackflow Pprevention Ddevice has been removed or bypassed, if unprotected Ccross-Cconnections exist on the Ppremises, or if the Ccustomer fails to timely report their meter reading or pay any charges due here under. Service will not be restored until such conditions are corrected.

   The applicant shall immediately notify the Water and Sewer Utilities Meter Shop at the time the hydrant meter is no longer being used. An appointment will be scheduled for the Water and Sewer Utilities Meter Shop to remove the portable water meter and Bbackflow Pprevention Ddevice from the hydrant. The Ppermittee shall notify the Santa Clara Fire Department upon the issuance of the water meter and before the use of the hydrants. The water meter shall be immediately removed and disconnected from the fire hydrant after hydrant use has concluded. The Ppermittee shall notify the Santa Clara Fire Department at the time the hydrant is no longer being used.

5. Reading of Water Meters and Rendering of Accounts; Water Drawn for Use Outside City

7167. FIRE HYDRANTS (Continued)

(a) Meters provided for in the preceding section shall be read monthly. The meter reading can be performed during working hours at the Water and Sewer UtilitiesUtility corporation yard, between the twenty-fifth and the last day of each month. Or the meter reading shallcan be recorded and sent to the Water Utility by email at Water@SsantaCelaraCAca.gov by the fifth (5th) of each month.on a card issued with the meter and mailed to the Municipal Services Division Office by the twentieth (20th) of each month.

(b) Accounts whose meters are not read during this period shall be billed the monthly minimum for a three-inch (3") meter and this amount shall not be applicable as payment toward water used, either previously or thereafter. In addition to the monthly minimum, the Ppermittee remains responsible for the full amount of water actually used. Accounts shall be billed monthly for water used at the rates established therefore by the City. Water drawn for use in projects outside the City shall be billed and paid for at one and one-half (1.5) times the established City rates.

6. Return of Equipment to City; Final Billing, etc.: When water is no longer needrequired, the water meter and other equipment shall be returned to the Water and Sewer UtilitiesUtility corporation yard and checked in. The deposit, less the cost of any damage to the meter or hydrant that was used and less the final billing on water usage, shall be returned to the Ppermittee.

7. Additional Penalty for Violation of Article; Duties of the Director of Water and Sewer Utilities: In addition to the penalty provided in the City Code, any person violating any provision of the article may be required to pay two (2) times the rate for the water taken, based on an estimate of the quantity of water taken. Such estimate shall be made by the Director of Water and Sewer Utilities.

1817. SWIMMING POOLS AND TANKS

18.A17.A FILLING SWIMMING POOLS AND TANKS

The use of Swimming Pools shall be subject to the requirements of Title 17 and all successor regulations.

When an abnormally large quantity of water is desired for filling a Sswimming Ppool or for other purposes, arrangements may be required prior to taking such water. Permission to take water in unusual quantities will be given only if it can be safely delivered through the City's facilities, if other Customers are not inconvenienced, and if there is no mandatory water rationing in effect at the time of the request. All water used shall be metered and billed for in accordance with prevailing rate schedules.

1. All heated or unheated Swimming Pools and spas that are newly constructed or undergoing additions or alterations within the property lines of a parcel with a single-family Residential dwelling shall be equipped with a non-liquid vapor retardant cover having a manual or power-operated reel system.
   - (a) For irregular-shaped Swimming Pools and spas for which it is infeasible to cover 100 percent (100%) of the Swimming Pool or spa with a reel system due to its irregular shape, other types of covers may be allowed.
   - (b) Additions or alterations to existing Swimming Pools and spas with a valuation not exceeding $25,000 are exempt from this section.

1918. CONTROL VALVES

19.A18.A WATER SUPPLY CONTROL

The Customer shall install a suitable square or a tee head stop on the private riser to the building (or, for multiple buildings, as close to the meter location as practicable) which will operate to control the entire water supply from the Service Connection.

19.B18.B CURB STOP

Operation by the Customer of the curb stop in the meter box is not permitted except in extreme emergencies. Should the Customer damage the curb stop, they shall reimburse the City for any and all cost of repair or replacement.

2019. CROSS-CONNECTIONS

20.A19.A HEALTH REGULATIONS

Regulations of the California State Department of Public Health and theDivision of Drinking Water (DDW) Standards of the United States Public Health Service, including Title 17 and any successor regulation, prohibit unprotected Cross-Connections between the public water supply and any unapproved other source of water.

20.B19.B CITY REQUIREMENTS

Backflow Prevention Devices shall be required at the Service Connection or at a location approved by the City for Premises receiving water from the City and falling in one or more of the following categories:

1. Premises having an Aauxiliary Wwater supply;
2. Premises on which any substance is handled under pressure in such a fashion as to permit possible entry into the City's water distribution system, including water originating in the City's system that is then boosted in pressure;
3. Premises where the Customer's system has more than one Service Connection coming from different streets, or having internal Cross-Connections that cannot be permanently corrected to meet State and local Sstandards;
4. Premises and/or Customer's systems where, in the opinion of the City or its representative, there is the potential for pollution or contamination of the City Wwater Ssystem in the event of Backflow or back-siphonage.
5. Premises receiving Recycled Water;
6. Premises and or Customer's systems receiving Rrecycled Wwater where additives are introduced to the Onsite system. An approved Bbackflow device shall be added on to the Recycled Water Service Connection to protect the City's Rrecycled Wwater system.

76.5 Premises not receiving Water Service other than from the City are exempt from the requirements until they receive Water Service from the City.

20.C19.C APPROVED BACKFLOW PREVENTION DEVICES

Only approved Backflow Prevention Devices will be accepted. An approved device is any device that has been manufactured and installed in full conformance with the Sstandards established by the Foundation for Cross-Connection Control and Hydraulic Research of the University of Southern California and that has received the approval of the City for use in Santa Clara.

19.D TYPES OF APPROVED BACKFLOW PREVENTION DEVICES REQUIRED

The type of assembly required to prevent Backflow into the City's Water System shall be one of the four types listed below. A single check valve assembly is not accepted as a Backflow Prevention Device by the City.

1. An Air-Gap Separation (AG).

2. A Reduced Pressure Principle Backflow Prevention Assembly (RP). A device incorporating two or more check valves and an automatically operating differential relief valve located between the two checks, two shutoff valves, and equipped with necessary Appurtenances for testing. The device shall operate to maintain the pressure in the zone between the two check valves, less than the pressure on the public water supply side of the device.
3. Reduced Pressure Principle Detector Backflow Prevention Assembly (RPDA). A device that includes a bypass containing a City specific water meter and an approved RP. The City meter shall register accurately for only very low Flow Rates, up to three gallons per minute, and shall allow a registration for all rates of flow.
4. If permitted by the California Code of Regulations Title 17, a Double Check Detector Assembly (DCDA) may be accepted for the retrofit of an existing Service Connection in order to accommodate the hydraulic need of an existing onsite fire suppression system subject to the approval of the Director of Water and Sewer Utilities. The entire assembly shall meet the design and performance specifications and approval of a recognized and City approved testing agency for Backflow Prevention Devices. To be approved, these devices must be readily accessible for the in-line maintenance and testing and be installed per City Standards. The City reserves the right to require an RPDA on any service in order to protect the safety of the City's Water System.

19.E EXISTING SERVICES WITHOUT A DEVICE

Excluding detached single-family homes, Customers with no Backflow Prevention Device are required to install an approved Backflow Prevention Devise (RP or RPDA) per California Code of Regulations Title 17 on all existing water connections (commercial, industrial, domestic, irrigation, fire, etc.) at the Customer's expense within 90 days of notification by the City. Customers seeking Entitlement or Permit approval shall be required to install an approved Backflow Prevention Device to any existing Service Connection to comply with this requirement as a condition of approval.

19.F EXISTING SERVICES WITH A NON-COMPLIANT DEVICE

Customers with single check detectors or other non-compliant devices are required to install an approved Backflow Prevention Device Backflow Prevention Assemblies on existing water connections (commercial, industrial, domestic, irrigation, fire, etc.) at the Customer's expense within 90 days of notification by the City. Customers seeking Entitlement or Permit approval shall be required to upgrade their existing Service Connection to comply with this requirement as a condition of approval.

20.D19.G PLUMBING CHANGES REQUIRED

In special circumstances, when the Customer is engaged in the handling of especially dangerous or corrosive liquids or industrial or process waters, the City may require the Customer to eliminate certain plumbing or piping connections as an additional precaution and protection to the Backflow Pprevention Ddevices. In making the required plumbing connections, the Customer shall comply with local or Sstate plumbing ordinances and codes.

20.E19.H RELIEF VALVE REQUIRED

Suitable pressure relief valves shall be installed and maintained by the Owner in accordance with the requirements of local or state plumbing codes and ordinances.

20.F19.I BACKFLOW PROTECTION ON ADDITIONAL WATER SUPPLY LINES

Whenever Backflow protection has been found necessary on a water supply line entering a Customer's Premises, then any and all water supply lines from the City's Main entering such Premises, buildings or structures shall be protected by an approved Backflow device per State Cross-Connection requirements including Title 17 and any successor regulations unless the Director of Water and Sewer Utilities determines otherwise.

20.G19.J INSPECTION OF BACKFLOW PREVENTION DEVICES

The City will be responsible for inspecting and testing all Backflow Prevention Devices, as well as making any necessary repairs identified through inspection and testing. Inspection and testing will be done on at least an annual basis. Fees for this service will be established from time to time.

20.H19.K INSTALLATION OF BACKFLOW PREVENTION DEVICES

1. New Service Connections. At the time an application for a new service is made by a potential Customer, in accordance with City's policies and regulations, the City will review said application to determine the need for a Backflow Prevention Device on the Customer's service. If Backflow prevention is determined to be required, the Customer shall install a new Backflow Prevention Device or request that the City install a new Backflow Prevention Device and pay the City in advance in accordance with City's established installation fee schedule.
2. Existing Service Connections without Backflow Prevention Devices. The City will inspect, from time to time, the Premises of existing Service Connections that, in the opinion of the City or its representative, may require Backflow prevention. If it is determined that a Backflow Prevention Device is required, such determination by the City shall be final, and the installation of a Backflow Prevention Device shall be a condition of continued Water Service.

20.H.3 The City will install the Backflow Prevention Device and charge the Customer the entire cost of the device and its installation. If, in the opinion of the City there was no change in the land use from when the Water Service was first installed, the City may absorb the entire installation cost.

20.H.43. Upgrading the existing Backflow Prevention Device. An existing Backflow Prevention Device that, in the opinion of the City, does not provide adequate protection, shall be upgraded at the Customer's expense. following the procedures in subparagraph 2 above. Upgrading may include repair, complete replacement of the Backflow Prevention Device, or correction on-site of. Cross-Connection hazards.

20.I19.L INSTALLATION OF FACILITIES ON PRIVATE PROPERTY

1. Backflow Prevention Devices may be installed on private Premises by the City under agreement entered into by the Customer and the City.
2. All City services and Appurtenances located on private Premises shall require the offer and acceptance of an easement for use by the Water Utility prior to activation of service.

20.J19.M REMOVAL OR MODIFICATION OF BACKFLOW PREVENTION DEVICES

Backflow Prevention Devices shall not be removed or modified by the water user unless approved in advance by the City.

20.K19.N DISCONTINUANCE OF SERVICE FOR DEFECTIVE APPARATUS

The service of water to any Premises may be immediately discontinued by the City if defects are found in any protective device installation, or if it is found that unprotected Cross-Connections exist. Service will not be restored until necessary corrections are made.

2120. ONSITE RECYCLED WATER USE

Certain uses of Recycled Water are permitted by the State of California. The requirements for such use are defined by CCR, Title 22, Division 4, of the California Administrative Code and all successor regulations. The use of Recycled Water within the City is further defined under a Ppermit issued by the California Regional Water Quality Control Board. Wherever the City Rules and Regulations are inconsistent or in conflict with the requirements of Title 22 or of the RWQCB Ppermit, these Rules and Regulations shall be subordinate.

Since codes, laws, statutes and regulations can change without prior approval or knowledge of the City or South Bay Water Recycling (Program), the City, Program or Water Utility do not assume any liability for errors in this document. It is the responsibility of the Customer to check with the Program before initiating any operational or physical changes to the Recycled Water system.

21.A20.A ABBREVIATIONS

Abbreviations used throughout Sections 20, 21 and , 22 and 23 are listed below for reference. Definitions for terms are listed in Section 2120.B (below).

AG: Air Gap

AWWA: American Water Works Association

County EHS: County of Santa Clara Environment Health Services

DC Assembly: Double Check Backflow Prevention Assembly

Program: South Bay Water Recycling Program, administered by City of San Josée for the San Josée - Santa Clara Water Pollution Control PlantRegional Wastewater Facility

RP Device: Reduced Pressure Principleal Backflow Prevention DeviceAssembly

State DHSDDW: State of California Department of Health Services, Drinking Water Field Operations Branch - Monterey DistrictCalifornia State Water Resources Control Board – Division of Drinking Water

State RWQCB: California Regional Water Quality Control Board

~~21.B~~20.B DEFINITIONS

Whenever the following terms, or pronouns used in their place, occur in Sections 20, 21, or 22 ~~or 23~~ herein, the intent and meaning shall be interpreted as follows:

Air Gap: A physical separation between the free-flowing discharge end of a water supply pipeline and an open or non-pressure receiving vessel. An approved A~~a~~ir G~~g~~ap shall be at least twice the diameter of the water supply pipe measured vertically above the overflow rim of the vessel (in any case, no less than one inch (1")).

Applicant: Any entity that applies for Recycled Water Service under terms of the appropriate regulations. The approved Recycled Water Customer may be a different party than the Applicant, but must be specified in the Recycled Water Use ~~License~~Permit.

Application for Recycled Water Services: An agreement issued by the Water Utility to a Recycled Water Service Applicant after the satisfactory completion of the service application procedures. This Agreement forms a service agreement between the Recycled Water Customer and the Water Utility that legally binds the Recycled Water Customer to all conditions stated in the Agreement and all applicable Regulatory Agency requirements.

Approved Backflow Prevention Assembly: A device approved by the State of California which is installed to protect any water supply (recycled, potable, Public, private, or O~~o~~n-site) from contamination through Backflow of a substance containing a potential hazard.

Approved Use: An application of Recycled Water in a manner, and for a purpose, designated in a Recycled Water Use ~~License~~ Permit issued by the Program and in compliance with all applicable Regulatory Agency requirements.

Approved Use Area: A site with well-defined boundaries, designated on the approved On-~~S~~site Recycled Water Service Plans, to receive Recycled Water for an A~~a~~pproved U~~u~~se and acknowledged by all applicable Regulatory Agencies.

Cross- Connection~~:~~ (chapters 20-22 only)**:** A physical connection between any part of a water system used or intended to supply water for drinking purposes and any source or system containing water or substance that is not or cannot be approved as safe, wholesome and potable for human consumption. This includes direct piping between the two systems, regardless of the presence of valves, Backflow Prevention Devices, or other A~~a~~ppurtenances.

~~**Customer:** Any person, persons or firm including any Public utility, municipality or other Public body or institution issued a Recycled Water Use License by the Program. The Customer may be the Owner, tenant, or property manager as appropriate. The City's Rules and Regulations for the Use of Recycled Water apply to all Customers located within the City's boundaries.~~

Certified Site Supervisor: The Recycled Water Customer shall designate a ~~Customer~~ Certified Site Supervisor with the approval of the Program to provide a liaison with the Program, the City, and Water Utility. This person shall be available to the Program at all times, shall have the authority to carry out any requirements of the Water Utility, the City and the Program, and shall be responsible for the installation, operation and maintenance of the Recycled and Potable Water systems and also prevention of potential hazards.

Drip Irrigation System: any non-spray Low Volume Irrigation system utilizing emission devices with a F~~f~~low R~~r~~ate measure~~s~~d in gallons per hour. Low Volume Irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

2120. RECYCLED WATER USE (Continued)

Emitters: Drip irrigation fittings that deliver water slowly from the system to the soil.

Landscape Impoundment: A body of rRecycled Water used for aesthetic enjoyment or which otherwise serves a function not intended to include routine Public contact.

Infiltration Rate: The rate at which the soil will accept water as applied during irrigation, expressed in inches per hour.

Inspector: Any person authorized by the Water Utility, the City, the Program or the local health agencies to perform inspections on or off the Recycled Water Customer's site before construction, during construction, after construction and during operation.

Intermittently Pressurized Line: Any irrigation piping downstream of the last valve.

Irrigation Period: The time, from start of water flow to cessation, which a specific area receives Recycled Water by direct irrigation application, no matter how often the specific area is irrigated, e.g., length of the duty cycle.

Irrigation Use: An Aapproved Uuse of Recycled Water for landscape irrigation as defined under the California Code of Regulations ("CCR"), Title 22, Division 4, Article 4.

Non-Potable Water: Water that has not been treated for human consumption in conformance with the latest edition of the United States Public Health Service Drinking Water Standards, the California Safe Drinking Water Act, or any other applicable standards.

Off-Site: Designates or relates to Recycled Water facilities up to and including the water meter.

On-Site: Designates or relates to facilities owned and operated by a Recycled Water Customer.

Operations Personnel: Any employee of a Recycled Water Customer, whether permanent or temporary, or any contracted worker whose regular or assigned work involves the supervision, operation or maintenance of equipment on any portion of On-Site facilities using Recycled Water.

Operator: Any person, persons or firm, who, by entering into an agreement with a Recycled Water Customer, is responsible for operating On-Site facilities.

Owner (chapters 20-22 only)**:** Any holder of legal title, contract purchaser, or lessee under a lease with an unexpired term of more than one (1) year, for property for which Recycled Water Service has been requested or established.

Point of Connection: This is the point where the Recycled Water Customer's system ties to the Water Utility's system. This is usually at the water meter at the Service Connection.

Ponding: Retention of Recycled Water on the surface of the ground or other natural or manmade surface for a period following the cessation of an approved Recycled Water use activity.

Potable Water: That water that is pure and wholesome, does not endanger the lives or health of human beings, and conforms to the latest edition of the California Safe Drinking Water Act, or other applicable standards. Potable Water includes potable fire service without an approved Backflow prevention assembly.

~~21~~20. RECYCLED WATER USE (Continued)

Program (South Bay Water Recycling): South Bay Water Recycling (SBWR) is the regional permit holder for recycled water in San José, Santa Clara and Milpitas, ensuring compliance with State regulations for recycled water quality and use. SBWR is a recycled water wholesaler to four retailers: San José Water Company, San José Municipal Water, City of Santa Clara, and City of Milpitas. Customers buy recycled water from the retailer in their location.

Public: Any person or persons at large who may come in contact with facilities and/or areas where Recycled Water is approved for use.

Rate and Fee Schedule: The schedule of all rates, charges, fees and assessments to be made concerning the use of Recycled Water served by the Water Utility as approved or as amended by the City Council.

Recycled Water Customer: Any person, persons or firm including any Public utility, municipality or other Public body or institution issued a Recycled Water Use Permit by the Program. The Recycled Water Customer may be the Owner, tenant, or property manager as appropriate. The City's Rules and Regulations for the Use of Recycled Water apply to all Recycled Water Customers located within the City's boundaries.

~~**Runoff:** When Recycled Water is allowed to drain outside the approved irrigation area.~~

~~**Recycled Water:** Non-Potable Water that is highly treated to the CCR, Title 22, Division 4, of the Environmental Health Water Reclamation Criteria and used for approved purposes other than drinking water.~~

Recycled Water Use ~~License~~Permit: A ~~license~~ Permit issued by the Program to the Recycled Water Customer, which outlines monitoring, self-inspection, reporting, and site-specific requirements. This ~~license~~ Permit is required by the California RWQCB for the use of Recycled Water.

~~**Reduced Pressure Principal Backflow Prevention Device:** A type of Backflow Prevention Device, usually installed near a water meter, which prevents Backflow by a combination of two check valves and a pressure differential relief valve.~~

~~**Regulatory Agencies:** Those Public agencies legally constituted to protect the Public health and water quality, such as the State DHS, the State RWQCB and the County EHS.~~

Restrained Joint: Mechanically restrained pipe joint; also, solvent welded for PVC joints.

~~**Runoff:** When Recycled Water is allowed to drain outside the approved irrigation area.~~

Santa Clara County Environmental Health Services: T~~his agency is t~~he local health protection agency for most areas of Santa Clara County.

~~**Service:** The furnishing of Potable or Recycled Water to a Customer through a metered connection to the on-site facilities.~~

Standard Pipe Length: 18 to 20 feet.

State of California ~~Department of Health Services~~Division of Drinking Water~~,~~: Shall be the State ~~of California Department of Health Services,~~Division of Drinking Water Field Operations Branch - Santa Clara District 17.

Unauthorized Discharge: Any release of Recycled Water that violates the Rules and Regulations of the Water Utility, the City, the Program or any applicable Federal, State or local statutes, regulations, ordinances, contracts or other requirements.

2120. RECYCLED WATER USE (Continued)

Violation: Non-compliance with any condition or conditions of the User Agreement by any person, action or occurrence, whether willfully or by accident.

Water Utility: The Water Utility and the City are one and the same.

Windblown Spray: Dispersed, airborne particles of Recycled Water that can be transmitted through the air to locations other than those approved for the direct application of Recycled Water.

21.C20.C SUMMARY OF ON-SITE INSTALLATION REQUIREMENTS

1. Ons-Site installation requirements are described in detail in the Program's Rules and Regulations for Design and Operation of Ons-Site Recycled Water Facilities. However, the following is a summary of the basic requirements:
2. **No Cross-Connections.** No Cross-Connections are allowed between the Recycled Water system and the Ppotable Wwater system.
3. **Backflow Preventers.** In order to protect the pPublic drinking water system from accidental Cross-Connections, a Rreduced Ppressure Pprinciplecal Backflow Prevention Device Assembly is required at all **potable** meters on a site where Recycled Water is present.

   In most cases, Backflow Prevention Devices are **not** required on the **Recycled Water** Service. However, where there is a particular threat to the quality of the Recycled Water, such as a direct connection to an industrial process or an limpoundment of water, the Program may require a Backflow Prevention Device on the Recycled Water Service.
4. **No Hose Bibs.** Generally, hose bibs are not allowed on the Recycled Water system. In most cases, hose bibs can be replaced by quick coupling valves.
5. **No Runoff.** The irrigation system must be configured and operated to prevent Rrunoff outside the Approved Use Area (the boundaries of the site).
6. **No Ponding.** The irrigation system must be configured and operated so that Ponding does not occur. This does not apply to approved and intended limpoundments.
7. **No Windblown Spray.** The irrigation system must be configured and operated to prevent Windblown Spray from passing outside the approved area.
8. **Pipe Identification.** All new Recycled Water piping below or above grade and all existing piping above grade must be labeled with purple tape with the imprinted words "CAUTION – RECYCLED WATER". Purple colored pipe with the required wording is an acceptable alternative.
9. New above grade Potable Water piping used for drinking water systems must also be labeled with blue tape and the words "**POTABLE WATER**."
10. **Horizontal Pipe Separation.** Where possible, a minimum horizontal separation of ten feet (10') between parallel buried Recycled and Potable Water pipelines should be maintained. If a ten--foot (10') horizontal separation cannot be maintained, then four--foot (4') minimum separation is allowed with Restrained Joint pipe and subject to the requirements of South Bay Water Recycling. In no case shall a horizontal separation of less than four feet (4') or same trench construction be allowed.

2120. RECYCLED WATER USE (Continued)

11. **Vertical Pipe Separation.** Recycled Water constant water pressure pipelines must be a minimum of 12 one footinches (1') below the Potable Water pipelines. Recycled Water constant pressure pipelines are allowed over potable pipelines with a minimum of 12 one foot (1'inches (12") vertical separation if a full Sstandard Ppipe Llength is centered over the crossing, or the recycled pipeline is sleeved for the same length. Intermittently Ppressurized Recycled Water pipelines are allowed over potable pipelines with a minimum of 12 one footinches (12"') vertical separation.

12. **Signs.** Signs must be posted in conspicuous areas Ons-Site which contain the words "RECYCLED WATER – DO NOT DRINK – NO TOMAR" indicating that Recycled Water is used for irrigation (or other) purposes. Generally, signs must be located at all entrances to the facility or use area.

13. **Warning Tags, Stickers and Labels.** All valve boxes (automatic and manual), quick couplers, Recycled Water storage tanks, air/vacuum relief valves, pressure reducing valves, pumps, Backflow Prevention Devices, system controller boxes, or other Aappurtenances on the Recycled Water system must be labeled with warning tags, stickers or other labels. The labels, tags or stickers must include the words "RECYCLED WATER – DO NOT DRINK – NO TOMAR" on a purple background.

14. **Ons-Site (Land) Observation Reports.** At least once a year the site must be inspected for the items listed below while the system is in use. The observations must be submitted to the Program on a report form. The Recycled Water Customer may be required to perform this inspection, or, in some cases, the Program may perform the inspection. The items for the inspection are as follows:

    (a) Is there evidence of Rrunoff of Recycled Water from the site? Show affected area on a sketch and estimate volume.

    (b) Is there an odor of wastewater origin at the irrigation site? If yes, indicate apparent source, characterization, direction of travel, and any Public Uuse areas or Offs-Site facilities affected by the odors.

    (c) Is there evidence of Ponding of Recycled Water, and/or evidence of mosquitoes breeding within the irrigation due to ponded water?

    (d) Are warning signs, tags, stickers, and above ground pipe markings properly posted to inform the Public that irrigation water is Recycled Water, which is not suitable for drinking?

    (e) Is there evidence of leaks or breaks in the irrigation system piping or tubing?

    (f) Is there evidence of broken or otherwise faulty Ddrip Iirrigation Ssystem Eemitters or spray irrigation Ssprinkler Heads or Spray Heads?

    (g) What corrective actions are being taken to correct any problems noted above?

15. The Recycled Water Customer may also be required to conduct a visual inspection of the system during the off-season. Specific requirements will be included in the Recycled Water Use LicensePermit.

16. **Emergency Cross-Connection Response Plan.** If a Cross-Connection or Backflow incident occurs between the Potable and Non-Potable Water systems, an emergency response plan must be implemented.

~~21.D~~20.D FEES AND ~~LICENSE~~PERMIT

1. **Recycled Water Use ~~License~~Permit.** The State RWQCB requires that a Recycled Water Use ~~License~~ Permit be issued by the Program to all Recycled Water Customers within the Program area. The Recycled Water Use ~~License~~ Permit indicates any special site-specific requirements in addition to the requirements specified in this document. The Application for a Recycled Water Use ~~License~~ Permit is submitted to the City or the Program with the On~~s~~-~~S~~ite Recycled Water Service Plans. The Program processes the application and issues a Recycled Water Use ~~License~~ Permit with final approval for the use of Recycled Water at the site. The Applicant is responsible to obtain all necessary P~~p~~ermits and pay all associated fees. ~~-~~The Applicant should contact the City for information on the cost of P~~p~~ermits.
2. **Application for Recycled Water Services.** The Water Utility also requires an Application for Recycled Water Service, similar to application for P~~p~~otable Water Service.

~~21.E~~20.E THE CITY AS THE LOCAL AUTHORITY

1. The City is the entity that has the responsibility of enforcing these Rules and Regulations for the end use of Recycled Water. The City has authority to issue plumbing P~~p~~ermits, building requirements, and planning criteria.
2. The Rules and Regulations enforced by the City are derived from those established by the State RWQCB, the State ~~DHS~~DDW, County EHS, the Program and the City. These Rules and Regulations govern certain permitted uses of Recycled Water. All facilities using Recycled Water shall be designed and operated to meet the S~~s~~tandards of the local governing codes, rules and regulations.

~~21.F~~20.F AUTHORIZED USES FOR RECYCLED WATER

The uses of Recycled Water may include, but not by way of limitation: landscape irrigation; agricultural irrigation; construction water; industrial process water; water for flushing toilets and urinals in ~~high-rise~~non-residential buildings; replacement water in cooling towers; and recreational I~~i~~mpoundments. Each such use ~~must~~ shall be explored by the Recycled Water Customer for applicability to the Development and considered for approval by the City on a case-by-case basis.~~, and~~ T~~t~~he City may determine, in its discretion, whether it is necessary or desirable to furnish Recycled Water for the specific use involved. Determinations as to specific uses to be allowed shall be in accordance with the S~~s~~tandards of treatment and water quality requirements set forth in CCR, Title 22, Division 4, of the California Administrative Code. Prior to approving such uses, the City may, in its discretion, set forth specific requirements as conditions to providing such services and/or require specific prior approval from the appropriate Regulatory Agencies. Data centers authorized to use Recycled Water for process water shall design and construct a redundant backup Potable Water system in the event of a service interruption to maintain system operation.

~~21.G~~20.G NON-APPROVED USE AREAS

1. **Runoff Conditions.** The irrigation systems shall be designed, constructed and operated to prevent R~~r~~unoff outside the Approved Use Area.
2. **Ponding Conditions.** The irrigation systems shall be designed, constructed and operated to minimize Ponding outside or within the Approved Use Area. This does not apply to approved I~~i~~mpoundments such as decorative W~~w~~ater F~~f~~eatures, golf course water-hazards or lakes. At no time shall Recycled Water be applied at a rate greater than the soil I~~i~~nfiltration R~~r~~ate.
3. **Windblown Spray Conditions.** The irrigation systems shall be designed, constructed and operated to minimize Windblown Spray from passing outside the Approved Use Area.
4. **Unapproved Uses.** Use of Recycled Water for any purposes other than those explicitly approved by the Water Utility in conformance with the Rules and Regulations of the Program, the State ~~DHS~~DDW, the County EHS, or the State RWQCB, or use of Recycled Water in areas other than those specifically shown on the approved plans, is strictly prohibited.
5. **Disposal in Unapproved Areas.** Disposal of Recycled Water for any purpose, including A~~a~~pproved U~~u~~ses, in areas other than those explicitly approved in the current effective Recycled Water Use ~~License~~ Permit issued by the Program and without the prior knowledge and approval of the appropriate Regulatory Agencies, is strictly prohibited.

~~21.H~~20.H AMENDMENTS

From time to time there may be amendments to the existing Rules and Regulations and design manual. These amendments may be made without the consent of the Recycled Water Customer. These amendments will be enforced upon their effective date.

~~21.I~~20.I PROTECTION OF PUBLIC HEALTH

The Water Utility, the City and the Program reserve the right to take any action necessary with respect to the operation of the Recycled Water Customer's ~~Recycled Water~~ system to safeguard the Public health.

~~21.J~~20.J RIGHT TO TERMINATE SERVICE

1. If at any time during construction or operation of the Recycled Water system, real or potential hazards are evidenced, such as Cross-Connections with the potable system, improper tagging, signing, or marking, or unapproved/prohibited uses, the Water Utility reserves the right and has the authority to terminate immediately, without notice, Recycled Water Service in the interest of protecting the Public health. The Water Utility may elect to temporarily replace the Recycled Water supply water with P~~p~~otable W~~w~~ater only after the Recycled Water Customer's ~~Recycled Water~~ system has been disinfected and approval has been granted by the Program and the State ~~DHS~~DDW. All modifications required to replace the Recycled Water supply with Potable Water shall be at the Recycled Water Customer's expense.

2. The Recycled Water Customer has the right to terminate service if there are no longer suitable uses at that site. The Recycled Water Customer cannot substitute Potable Water where Recycled Water can be used.

~~21.K~~20.K SEVERABILITY

If any section, subsection, clause, or phrase of these Rules and Regulations is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining portions of these Rules and Regulations. The City Council declares that it would have passed said Rules and Regulations by section, subsection, sentence, clause, or phrase thereof.

2221. DESIGN, INSTALLATION AND INSPECTION OF SYSTEMS FOR USE OF RECYCLED WATER

22.A21.A DESIGN APPROVAL

Before the construction of any new Recycled Water system, major modifications of an existing Recycled Water system, or retrofit of an existing system for Recycled Water use, Ons-Site Recycled Water Service Plans must be prepared by the Recycled Water Customer and approved by the Program and the State DHSDDW. Approval shall be contingent upon evidence that all applicable design requirements, rules and regulations for a Recycled Water system are satisfied (see *Basis for Design Review Criteria* below).

22.B21.B REQUIRED ON-SITE RECYCLED WATER SERVICE PLANS

Plans must be stamped by a registered Llandscape Aarchitect or civil engineer and include, but not be limited to, the following:

1. Site plan drawn to scale which clearly shows the boundaries of the intended use area, adjacent streets, and locations of all major improvements on the site, water meters (Recycled Water and Potable Water), Backflow Prevention Devices, drinking fountains, and all Public facilities supplied with Recycled or Potable Water Service. Public facilities include, but are not limited to, restrooms, outdoor eating areas, snack bars, Sswimming Ppools, wading pools, decorative fountains and showers. If there are no Public facilities located in the defined use area, then a note on the plans must indicate that no Public facilities exist.— Additionally, any wells, lakes, ponds, reservoirs, or other water limpoundments located Ons-Site or within 100 -feet (100') of the site must be shown on the site plan.
2. Piping plan which shows the complete Ppotable and Recycled Water systems. All sources of Recycled Water and Potable Water must be indicated on the plan. The location and type of all existing and new Backflow Prevention Devices and water meters must be clearly marked on the piping plan. For existing facilities converting to Recycled Water use, the piping plan must indicate which piping and other devices are existing and which piping and other devices will be installed as part of the retrofit work. The proper separation requirements between Potable and Recycled Water lines (for new piping) must be indicated. The piping plan can be combined with the site plan if space permits.
3. Detail drawings of areas where special installation or retrofit procedures are required, such as cutting and capping to separate potable and recycled systems, installation of Backflow Prevention Devices, special construction where pipe separation criteria cannot be met, etc.
4. Any other items required by the Design, Installation, and Inspection Criteria section of the Recycled Water Customer Ons-Site Manual, and Section 24. C.23.Q of this document.
5. Preparation of Ons-Site Recycled Water Service Plans does not exempt the Applicant from submitting other On-Ssite improvement plans normally required by the City. Other improvement plans required by the City must still be submitted in accordance with the City's Sstandard procedures.

2221. DESIGN, INSTALLATION AND INSPECTION OF SYSTEMS FOR USE OF RECYCLED WATER (Continued)

22.C21.C BASIS FOR DESIGN REVIEW CRITERIA

1. Review of On-Ssite Recycled Water Service Plans conducted by the Program and the State DHS DDW will consist of checking for conformance with various regulations and guidelines governing distribution of Recycled Water. Even though the City/Program and the State DHS DDW perform a plan check, the Applicant is not relieved of responsibility to meet all requirements. A brief description of this criteria is provided below. Copies of these criteria will be provided by the City or the Program upon request.
2. ***CCR, Title 22, Division 4, Chapter 3, "Water Reclamation Recycling Criteria".*** These regulations are written by the State DHS DDW and specify the Approved Uses and use area requirements, such as hose bib restrictions, prohibition of irrigation near wells, etc. These regulations govern both the Water Utility's distribution system as well as the Recycled Water Customer's Ons-Site system.
3. ***CCR, Title 17, "Drinking Water Supply - Backflow Prevention"*** CCR, Title 17 specifies requirements intended to protect the Public drinking water supply from contamination. Some requirements specified in CCR, Title 17 include Backflow Prevention Devices, designation of a Customer Certified Site Supervisor, and Cross-Connection testing requirements.
4. ***American Water Works Association (AWWA), California-Nevada Section, Guidelines for Distribution of Non-Ppotable Water.*** This document provides recommended guidelines for planning, designing, constructing, and operating Non-Potable Water systems, including Recycled Water systems. The guidelines themselves are not regulations but many agencies have adopted them as general requirements. The document covers both installation of the Water Utility distribution systems and Ons-Site use systems.
5. **International Association of Plumbing and Mechanical Officials (IAPMO) Uniform Plumbing Code.**, **Appendix J.** Appendix J of Tthe Uniform Plumbing Code sets forth requirements when Recycled Water is used within buildings in a Ddual -Pplumbed system for Nnon-Ppotable domestic uses such as toilet and urinal flushing. This section of tThe Uniform Plumbing Code does not apply to irrigation sites, where the Recycled Water system is located outside buildings, or industrial sites, where the Recycled Water is used for non-domestic industrial purposes. In addition, the pipe separation regulations indicated in this Guide are different than and take precedence over the Appendix J requirements. NOTE: Appendix J has not been adopted by Santa Clara and serves only as a reference.IAPMO.

Commented [VG4]: 2021 & 2024 version: Appendix J looks to be "Combination of Indoor and Outdoor Combustion and Ventilation Opening Design"

~~22.D~~21.D SUMMARY OF DESIGN REVIEW CRITERIA

Although the plan review conducted by the Program, the State ~~DHS~~ DDW and/or the City may include checking for compliance with any of the existing regulations or guidelines referenced above, the following summaries are provided to give the designer of the Recycled Water system a general idea of the major items which will be checked during plan review. The summary is compiled as a "punch list" so that it can easily be referenced by the plan designer. However, compliance with every item on the punch list does not guarantee that the plans will be approved without comment since regulations and policies may change and some sites may require special provisions. In addition, even though the Program, the State ~~DHS~~ DDW and/or the Local Authorities perform a plan review, the Applicant is still responsible for meeting all applicable requirements, even if those requirements are not shown on the approved plans. Please note that the plan requirements are slightly different for new facilities and existing facilities converting to Recycled Water use.

1. Do plans include a site/piping plan and details of connection points as indicated under *Required Plans* (Section ~~22~~21.B)?
2. Are all items listed under *Required Plans* (Section ~~22~~21.B) shown on the site/piping and details plans?
3. Is the use area shown on the site an Approved Use Area?
4. Is the total Recycled Water irrigation area included to the nearest 10th (0.1) of an acre?
5. At **new facilities**, are all On-~~S~~site Recycled Water pipelines located ten ~~-~~feet (10') horizontally from Potable Water pipelines where possible (minimum of four-foot (4') horizontal separation allowed if special construction details are incorporated)?
6. At **new facilities**, where Recycled and Potable Water lines cross, are the pressurized Recycled Water pipelines located at least one foot (1') below the Potable Water lines?
7. At **existing facilities** converting to Recycled Water use, does all new piping meet the Potable/Recycled Water pipeline separation criteria indicated above?
8. Do the plans indicate that Recycled Water and Potable Water systems are completely separated and there is no common trenching?
9. At **existing facilities** converting to Recycled Water use, are all locations where future Recycled Water piping must be separated from the Potable Water piping clearly indicated on the plans?
10. Are the proper Backflow Prevention Devices shown in the proper location for protection of the Public Potable Water system? ~~Reduced Pressure (RP) principal Backflow prevention assemblies~~RPs should be shown located as close as possible to all Potable Water meters and at least ~~12~~ one foot~~inches~~ (1'~~2"~~) above grade.
11. If the On-~~S~~site Recycled Water system is interconnected with industrial process piping, fertilizer injection systems, or a N~~n~~on-P~~p~~otable drinking water source (such as an irrigation water storage pond), is the proper Backflow Prevention Device shown in the proper location for protection of the Public Recycled Water distribution system? In such cases, usually an RP device is required at the Recycled Water meter, at least ~~12~~ one foot~~inches~~ (12~~"~~') above grade.

~~22~~21. DESIGN, INSTALLATION AND INSPECTION OF SYSTEMS FOR USE OF RECYCLED WATER (Continued)

12. Are the proper Backflow Prevention Devices shown in the proper locations for protection of On~~-S~~site Potable Water supply per standard UPC and CCR, Title 17 requirements? Though not specifically related to Recycled Water, these devices should be shown on the plans. Backflow Prevention Devices are required at non-A~~a~~ir-G~~g~~ap Points of Connection to ponds, wading pools, S~~s~~wimming P~~p~~ools, fountains, etc., where the I~~i~~mpoundment is supplied by the P~~p~~otable W~~w~~ater O~~o~~n-~~s~~site piping. Usually atmospheric vacuum breakers located near the Point of Connection are adequate, unless there is a valving downstream of the protection device, in which case pressure vacuum breakers are required.
13. If there are wells located On-~~S~~site or near the use site, are the wells separated from all Recycled Water I~~i~~rrigation U~~u~~se areas by at least 50 feet (50') and from all Recycled Water I~~i~~mpoundments by at least 100 feet (100')?
14 If plans are used for construction, do plans show all necessary details to properly construct the system?
15. Do plans identify that materials are appropriate for Recycled Water use? (For example, purple pipe, proper signing and tagging, etc.)
16. Do plans identify work~~s~~ requiring inspection by the Program representatives?
17. Do plans include a detail for Air Gap if a backup source is used?
18. Do plans specify no hose bibs on the Recycled Water system?

~~22.E~~21.E PRELIMINARY CROSS-CONNECTION TEST EXISTING SITES

At all existing sites which are converting to Recycled Water use, a preliminary Cross-Connection test may be required and shall be coordinated by the Recycled Water Customer prior to retrofit work or construction. The Recycled Water Customer must notify the Program prior to the Cross-Connection test so that the Program, the Water Utility, the City, and R~~r~~egulatory A~~a~~gency representatives can be present if they wish. The preliminary Cross-Connection test should follow the general C~~c~~ross-C~~c~~onnection testing guidelines outlined in Section ~~22~~21.I. The purpose of the test is to determine if there are any unknown connections between the existing irrigation system and the domestic water system prior to construction. If unknown connections are discovered, then further testing or potholing must be conducted in order to determine where the connections are located. The retrofit plans must be revised to reflect any changes required to eliminate the connections, and the revised plans must be resubmitted to the Program and the State ~~DHS~~ DDW for review. At new D~~d~~evelopment sites, a preliminary Cross-Connection test is generally not necessary since the systems have been designed for Recycled Water use.

~~22.F~~21.F CONSTRUCTION INSPECTION

The State RWQCB requires that the Program, the City, or designated representatives conduct On-~~S~~site inspections during the construction phase to ensure that materials, installation and procedures are in accordance with the approved plans, specifications, and all applicable regulations. Accordingly, the Recycled Water Customer shall notify the Program of the schedule for all phases of planning, construction and start up so that inspections can be scheduled.

22.G21.G FIELD TESTING AND INSPECTION

All systems shall conform to the requirements of the UPC Sections 103.5.1 through 103.5.4.2 except intermittent pressure piping. During the coverage test with Recycled Water, the irrigation system shall be inspected for proper use of full, half, and quarter Spraysprinkler Hheads, proper atomizing, and irrigation spray on non-Approved Use Areas.

22.H21.H TEMPORARY CONNECTION TO POTABLE SERVICE

A jumper to the potable system is allowed up to and during the final Cross-Connection test. At that time the jumper shall be replaced by the Recycled Water meter. Jumpers providing water from the Public Recycled Water system into the On-Ssite Recycled Water system are prohibited at all times.

22.I 21.I FINAL CROSS-CONNECTION TEST

The Recycled Water Customer must conduct a final Cross-Connection test before connecting the Recycled Water Customer's Recycled Water system to the Water Utility's Recycled Water system at any use-site where both Recycled and Potable Water are present in separate piping systems. This test is to ensure the absolute separation of the Rrecycled and Ppotable Wwater systems. The Recycled Water Customer must notify the Program at least 48 hours prior to the test so that members of the appropriate agencies may be present. The Cross-Connection test shall be done under the supervision of the Program representatives by an AWWA-certified Cross-Connection control specialist hired by the Applicant. The Customer Certified Site Supervisor (see *Designation of Customer Certified Site Supervisor,* herein) must be present at the test. Periodic testing must be performed after that (see *Periodic Cross-Connection Testing Program,* herein). A written report documenting the test results shall be submitted by the certified Cross-Connection control specialist to the Customer Certified Site Supervisor and the Program following completion. The following are general test guidelines and may be modified with the approval of the Program.

1. **General Cross-Connection Test Procedures:** Cross-Connection tests shall be performed as specified in the UPC Appendix J 8 (2) and J 8 (3), with the exception that intermittent piping will not be activated and pressurized as specified in Appendix J 8 (2)(vi), and that the required pressurization time will be one (1) hour or as otherwise specified by the Cross-Connection specialist. The City of Santa Clara's Cross-Connection test procedures are summarized as follows:
2. **Minimum Requirements for Cross-Connection Testing:** The Cross-Connection test shall be done with the Customer's Certified Site Supervisor present, under the supervision of a City representative by an AWWA-certified Cross-Connection control specialist. The Cross-Connection test shall include the following steps:

   (a) For Premises with irrigation systems originally constructed with a potable service, all Potable Water supply points to the irrigation system are to be disconnected and capped. These points shall remain open to view until after a visual inspection by the City. This step may be deferred until after the following steps are completed, that is, the Cross-Connection test may be completed with Potable Water being supplied to the recycled piping.

(b) When the recycled service is ready to be activated, while still OFF: City Inspectors shall determine that there is no water being supplied to the irrigation system. This may be by use of a pressure gauge installed on the normally pressurized portion of the irrigation system, or by a visual inspection of the irrigation S~~sprinkler~~pray H~~h~~eads. This procedure is to e~~i~~nsure no P~~p~~otable W~~w~~ater source is supplying water to the irrigation system.

(c) After the Recycled Water S~~s~~ervice is activated and turned ON, the potable service to the property is to be turned OFF and de-pressurized. A pressure gauge will be connected to the potable service at the building to measure the potable system pressure during this test. While the potable system is not in use, there shall be no observed increase in pressure for at least 15 minutes. For multi-story buildings, maximum pressure at the ground floor is not to exceed static pressure equal to elevation pressure to the top floor or roof of the building (the highest point of the internal plumbing).

~~22.J~~21.J FINAL INSPECTION

The State ~~DHS~~ DDW requires a final On-~~S~~site inspection to be conducted by the Program or its designated representatives. Accordingly, a final inspection will be performed by the Program or its designated representatives before the Recycled Water system is connected to ensure all requirements have been met. This inspection will be coordinated with the final Cross-Connection test so that the inspection can be done with Potable Water charging the irrigation system at Recycled Water pressure prior to connection of Recycled Water. The Program's I~~i~~nspector will check to see that the proper equipment was used and that all required tags, labels, and signs are in place. This inspection shall precede the coverage test which will be performed with Recycled Water. This will allow the I~~i~~nspector to determine if conditions which create R~~r~~unoff or Windblown Spray outside the Approved Use Area, Ponding within the use area do not exist. Spray patterns will be checked to see they do not encroach upon Public facilities such as drinking fountains, outside eating areas, or areas outside the Approved Use Area.

~~22.K~~21.K FINAL APPROVAL

Final approval must be granted by the Program before Recycled Water can be supplied to the site. Final approval will be granted when construction has been completed in accordance with approved plans and specifications, all Cross-Connection tests have been performed, a final On-~~S~~site inspection has been conducted, and all requirements have been met satisfactorily. After the Recycled Water Use ~~License~~ Permit has been finalized by the Program, the Water Service Agreement is approved by the Water Utility, and all applicable fees have been paid, the Water Utility will authorize the installation of the Recycled Water meter. (The coverage test will be performed after the meter has been set) the ~~State DHS~~Program will be forwarded a copy of all test and inspection reports as well as notification that Recycled Water Service has been started. During the lifetime of the Recycled Water system, the City or the Program will periodically inspect the Recycled Water system to ensure compliance with all applicable rules and regulations (see *Annual Self-Inspections*, herein). Additionally, the Recycled Water Customer shall conduct a Cross-Connection test every four years if required by the Recycled Water Use ~~License~~Permit.

~~22.L~~ 21.L RECORD DRAWINGS

All conceptual or major design changes shall be approved before implementing the change in the construction contract. Record D~~d~~rawings shall be prepared to show the recycled system as constructed and shall include all changes in work constituting departures from the original contract drawings including those involving both constant pressure and Intermittent-Pressure Lines and A~~a~~ppurtenances.

~~23~~22. OPERATION AND MAINTENANCE OF SYSTEMS FOR USE OF RECYCLED WATER

~~23.A~~22.A CONDITIONS OF SERVICE

All requirements outlined in this section shall be Conditions of Service, unless modified in the Recycled Water Use ~~License~~Permit. By accepting Recycled Water Service, the Recycled Water Customer agrees to comply with all Conditions of Service.

~~23.B~~22.B SYSTEM RESPONSIBILITY

1. It shall be the responsibility of the Recycled Water Customer to maintain and operate their Recycled Water system downstream of the Service Connection. It is the responsibility of the Recycled Water Customer to ensure that the Recycled Water is being applied in accordance with all rules and regulations regarding the use of Recycled Water. The Recycled Water Customer is also responsible for the following:
   (a) Maintaining the On-~~S~~site Recycled Water system, signs, markings, and tags in accordance with all rules and regulations.
   (b) Ensuring all materials used during the repair and maintenance of the system are approved or recommended for Recycled Water use.
   (c) Obtaining all P~~p~~ermits and payment of all fees required for the operation and maintenance of the Recycled Water Customer's ~~Recycled Water~~ system. Permitting and/or fee assistance may be available from the City or the Program.
   (d) Reporting all Violations and emergencies to the required local governing agencies.
   (e) Obtaining prior authorization from the Water Utility and the Program before making any modifications to the approved Recycled Water system. This includes converting any piping used at any time for conveyance of Recycled Water back to Potable Water, that is switching a Recycled Water system to a backup Potable Water system. The Program will notify the Recycled Water Customer if approval is also required from any additional R~~r~~egulatory A~~a~~gencies and if disinfection procedures are required.

~~23.C~~22.C HOURS OF OPERATION

Hours of operation shall be specified in the Recycled Water Use ~~License~~Permit.

23.D22.D DESIGNATION OF CUSTOMER CERTIFIED SITE SUPERVISOR

It is the responsibility of the Recycled Water Customer to provide surveillance and supervision of the Recycled Water system in a way that assures compliance at all times with current regulations. In order to accomplish this, the Recycled Water Customer shall designate, with the approval of the Program, a Customer Certified Site Supervisor to provide liaison with the City, the Water Utility and the Program. This person may represent the Owner, tenant, or property manager as appropriate; however theyhe/she must be a permanent employee responsible for the Recycled Water system at the site who is available at all times and has the authority to carry out any requirements of the Program, the City, and the Water Utility. The Customer Certified Site Supervisor should be permanently stationed at the use site, or at a minimum, make frequent visits to the use site as specified in the Recycled Water Use LicensePermit. Installation, operation, maintenance, and prevention of potential hazards on the Recycled and Potable Water systems are the responsibility of the Customer Certified Site Supervisor. The Customer Certified Site Supervisor's primary responsibility is to ensure that there are no Cross-Connections made between the Potable and Recycled Water systems. The Customer Certified Site Supervisor must be present at the final Cross-Connection test and periodic Cross-Connection tests. The Customer Certified Site Supervisor shall inform the Program of all failures, Violations, and emergencies that occur involving the Recycled or Potable Water systems. The Customer Certified Site Supervisor is also responsible to be knowledgeable of the provisions contained in CCR, Title 17 and CCR, Title 22 relating to the safe use of Recycled Water and the maintenance of accurate records. The Customer Certified Site Supervisor must be familiar with the basic concepts of Backflow and Cross-Connection prevention, system testing and relating emergency procedures. The Recycled Water Customer must notify the Program immediately of any change in personnel for the Customer Certified Site Supervisor position.

22.G MAINTENANCE

1. To ensure the Recycled Water system remains in compliance, the Recycled Water Customer shall begin a preventative maintenance program including, but not limited to, the following:
   - (a) Regular inspections shall be conducted by the Recycled Water Customer of the entire Recycled Water system including Spray Heads, Drip Irrigation Emitters, spray patterns, lakes, piping and valves, pumps, storage facilities, controllers, etc. Immediately correct any leaks, breaks, or discrepancies in Permit requirements.
   - (b) All warning signs, tags, stickers, and above grade pipe markings shall be checked for their proper placement and legibility. Replace damaged, unreadable or missing signs, tags, stickers, and pipe markings.
   - (c) Special attention should be given to spray patterns to eliminate Ponding, Runoff and Windblown Spray conditions. If Runoff is noted, affected areas should be indicated on a sketch and the volume should be estimated. If unauthorized Ponding is detected, evidence of mosquitoes breeding within the Ponding should be noted and immediately eliminated.
   - (d) Establish and maintain an accurate record keeping system of all inspections, modifications and repair work.

2322. OPERATION AND MAINTENANCE OF SYSTEMS FOR USE OF RECYCLED WATER (Continued)

(e) Broken Spray Heads, faulty spray patterns, leaking pipes or valves, or any other noted condition which violates the use requirements shall be repaired immediately after the malfunction or condition becomes apparent.

23.E22.E PERSONNEL TRAINING

It is the responsibility of the Recycled Water Customer to train all Ooperations Ppersonnel, in order to be familiar with the use of Recycled Water. Any training program should include, but not limited to, the following:

1. Operations Ppersonnel must be aware of the emergency procedure.
2. Operations Ppersonnel must be aware that Recycled Water, though highly treated, is Non-Potable Water.
3. Operations Ppersonnel must understand the requirements and restrictions pertaining to Ponding, Windblown Spray and Runoff.
4. Good personal hygiene must be followed.
5. Recycled Water shall never be used for human consumption.
6. Operations Ppersonnel must understand that working with Recycled Water is safe if good common sense is used and appropriate regulations are followed.
7. Operations Ppersonnel must understand that there is **never** to be a connection between the Recycled Water system and the Potable Water system.
8. Operations Ppersonnel must understand the health/safety aspects of CCR, Title 17 and CCR, Title 22 requirements.
9. All new employees shall be trained in the proper use of Recycled Water. Supervisory personnel and the Customer Certified Site Supervisor should be held accountable to ensure that employees are not using Recycled Water carelessly or hazardously.

23.F22.F VEHICLE IDENTIFICATION

1. Any vehicle used to transport Recycled Water shall be clearly marked with labels or signs. These labels or signs shall contain the words “RECYCLED WATER – DO NOT DRINK – NO TOMAR” in black two-inch (2”) high minimum letters on a purple background. The Program may also require the label to include translations into foreign language(s) if appropriate, as specified in the Recycled Water Use LicensePermit. One label or sign shall be placed on the tank closest to the driver’s door. One label or sign shall be placed on the rear surface of the tank. All labels and signs shall be placed where they can easily be seen by the personnel using the vehicle.
2. The “Do Not Drink” symbol (refer to the Recycled Water Customer On-Ssite Design Manual) shall be present on all vehicles used to carry Recycled Water. Any vehicles used for the transportation or storage of Recycled Water must not be reused for the transportation or storage of Potable Water.

23.G MAINTENANCE

1. To ensure the Recycled Water system ways remains in compliance, the Customer shall begin a preventative maintenance program to include, but not limited to, the following:

   (a) Regular inspections shall be conducted by the Customer of the entire Recycled Water system including sprinkler heads, drip irrigation emitters, spray patterns, lakes, piping and valves, pumps, storage facilities, controllers, etc. Immediately correct any leaks, breaks, or discrepancies in license requirements.

   (b) All warning signs, tags, stickers, and above grade pipe markings shall be checked for their proper placement and legibility. Replace damaged, unreadable or missing signs, tags, stickers, and pipe markings.

   (c) Special attention should be given to spray patterns to eliminate Ponding, Runoff and Windblown Spray conditions. If runoff is noted, affected areas should be indicated on a sketch and the volume should be estimated. If unauthorized Ponding is detected, evidence of mosquitoes breeding within the Ponding should be noted and immediately eliminated.

   (d) Establish and maintain an accurate record keeping system of all inspections, modifications and repair work.

   (e) Broken sprinkler heads, faulty spray patterns, leaking pipes or valves, or any other noted condition which violates the use requirements shall be repaired immediately after the malfunction or condition becomes apparent.

23.H22.H ANNUAL SELF-INSPECTIONS AND REPORTS

1. **Standard On-Ssite (Land) Observation Report.** The State RWQCB requires that the Recycled Water Customers in the Program conduct a standard observation inspection at least once a year at a time when the Recycled Water system is in use. In general, the standard observations correlate with the preventative maintenance self-inspections. The Recycled Water Customer must submit the results of the observations along with a description of any corrective actions taken in a written report to the Program (see *Sample 22.P Forms*). The schedule and deadlines for submittal of this report is indicated in the Recycled Water Use LicensePermit. The seven items for inspection are as follows:

   (a) Is there evidence of Runoff of Recycled Water from the site? Show affected area on a sketch and estimate volume.

   (b) Is there an odor of wastewater origin at the irrigation site? If yes, indicate apparent source, characterization, direction of travel, and any Public Uuse areas or Offs-Site facilities affected by the odors.

   (c) Is there evidence of Ponding Recycled Water, and/or evidence of mosquitoes breeding within the irrigation area due to Pponded water?

   (d) Are warning signs, tags, stickers, and above ground pipe markings properly posted to inform the Public that irrigation water is Recycled Water, which is not suitable for drinking?

(e) Is there evidence of leaks or breaks in the irrigation system piping or tubing?

(f) Is there evidence of broken or otherwise faulty D~~d~~rip ~~i~~Irrigation S~~s~~ystem E~~e~~mitters or Overhead ~~s~~Spray Irrigation ~~sprinklers~~?

(g) What corrective actions are being taken to correct any problems noted above?

2. **Off-Season Inspection Report.** The State RWQCB also requires that the Program Recycled Water Customers conduct a thorough inspection of all irrigation lines, ~~sprinklers~~Overhead Spray Irrigation, and D~~d~~rip S~~s~~ystem E~~e~~mitters at least once a year during the dormant season. The findings of this inspection, along with any significant repairs or modifications must be submitted in a report to the Program (see ~~*Sample*~~ *22.P Forms*). The schedule and deadlines for submittal of this report are indicated in the Recycled Water Use ~~License~~Permit.

~~23.I~~22.I PERIODIC PROGRAM INSPECTIONS

1. The State RWQCB also requires that the Program conduct periodic inspections of Recycled Water Customer ~~Recycled Water~~ use sites. These inspections shall include, at a minimum, the visual inspection of all Backflow Prevention Devices, pump rooms, exposed piping, valves, pressure reducing stations, Points of Connection, ~~sprinklers~~Overhead Spray Irrigation, D~~d~~rip S~~s~~ystem E~~e~~mitters, controllers, lakes, storage facilities, signs, labeling, tags, etc. The ~~Customer~~ Certified Site Supervisor's maintenance records shall be inspected to review all maintenance since the last inspection. The Program, the Local Authority, and RWQCB reserve the right to make unannounced inspections of the facility during reasonable hours of operation.
2. Upon completion of the inspection, a report form will be signed and dated by both the ~~Customer~~ Certified Site Supervisor and the Program Inspector. The original shall be maintained by the Program with copies to the ~~Customer~~ Certified Site Supervisor, the City, the Water Utility and any required R~~r~~egulatory A~~a~~gency.
3. Should a Cross-Connection be discovered during any inspection by the Recycled Water Customer or an outside Inspector, the **Emergency Cross-Connection Response Plan** shall be immediately invoked by the ~~Customer~~ Certified Site Supervisor.

~~23.J~~22.J MODIFICATIONS

1. No modifications shall be made by the Recycled Water Customer to any Recycled Water system without the prior approval of the Program. This includes modifications to the approved plans, or to an operational system. Detailed plans of any modifications must be submitted to the Program and the modifications inspected by the Program before being completed.
2. Emergency modifications or repairs can be made by the Recycled Water Customer to the system without the prior approval of the Program to prevent contamination, damage or a Public health hazard. As soon as possible after the modification, but not to exceed three (3) days, the Recycled Water Customer must notify the Program of the emergency modifications and file a written report.

23.K22.K PERIODIC CROSS-CONNECTION TESTING

1. At Ddual -Pplumbed use sites (sites where the Recycled Water is used within a building in conjunction with a Potable Water system), the Recycled Water Customer shall be responsible for conducting a periodic Cross-Connection test as required in the Recycled Water Use License Permit unless visual inspections reveal a requirement for more frequent testing. Generally, the periodic Cross-Connection test for a Ddual -Pplumbed use site is required once every four (4) years. This test shall be done by an AWWA-certified Cross-Connection specialist. The Program must be notified at least 48 hours in advance of the test so that a Program representative can be present. The Customer Certified Site Supervisor must be present at the test. A sample Test Notification Form is located in *Sample 22.P Forms.* The following are general guidelines for periodic cross-testing and may be modified with the approval of the Program.

2. **Periodic Cross-Connection Test Procedures** Cross-connection tests shall be performed as specified in the UPC Appendix J 8 (2) and J 8 (3), with the exception that intermittent piping will not be activated and pressurized as specified in Appendix J 8 (2)(vi), and that the required pressurization time will be one (1) hour or as otherwise specified by the Cross-Connection specialist.

23.L22.L SYSTEM NOT IN COMPLIANCE

If at any time the Recycled Water system is found to be out of compliance, the Program shall issue an Order specifying the corrections required to bring the system into compliance. A site inspection shall be scheduled after a reasonable period of time to ensure compliance with the Order. If it is known or suspected that a Backflow incident or contamination has occurred, then the *Emergency Cross-Connection Response Plan* shall be invoked.

23.M22.M NOTIFICATION

It is the responsibility of the CustomerCertified Site Supervisor to notify the Program of any failure or Cross-Connection in said Recycled Water or Ppotable Wwater system, whether or not theyhe/she believes a Violation has occurred. It is also the responsibility of the Customer Certified Site Supervisor to notify the Program of any Vviolation that might occur because of any action the Recycled Water Customer personnel might take during the operation of said Recycled Water or Potable Water systems. If there are any doubts whether a Violation has occurred, it is the responsibility of the Customer Certified Site Supervisor to report each occurrence to the Program so a decision can be made.

23.N22.N EMERGENCY PROCEDURE

1. In case of a major earthquake, flood, fire, tornado, structural failure, or other incident which could likely damage the Recycled or Potable Water systems, the Customer Certified Site Supervisor should inspect the domestic and Recycled Water systems for damage, as soon as, it is safe to do so. If either system appears damaged, the domestic or Recycled Water system with damage should be shut off at their Points of Connection. If the Customer Certified Site Supervisor cannot inspect the site and damage is expected, then both water systems should be shut off at their Ppoints of Cconnection. The Supervisor should immediately contact the Program for further instruction.

~~23~~22. OPERATION AND MAINTENANCE OF SYSTEMS FOR USE OF RECYCLED WATER (Continued)

2. **Emergency Modifications.** Emergency modifications or repairs ~~can~~ may be made by the Recycled Water Customer to said system without the prior approval of the Program to prevent contamination, damage or a Public health hazard. As soon as possible after the modification, but not more than three (3) days after the modification, the Recycled Water Customer shall notify the Program of the emergency modifications and file a written description of action taken.
3. **Unauthorized Discharge.** It is the responsibility of the Recycled Water Customer to report to the City all system failures that result in an U~~u~~nauthorized D~~d~~ischarge of Recycled Water. An immediate oral report is required at which time the City will specify if a written report is required. The Recycled Water Customer must make every effort to contain the U~~u~~nauthorized D~~d~~ischarge prior to discharge to the storm drains. Contact the Program for field review and disposal instructions.
4. **Contamination of Drinking Water.** In case of contamination of the Potable Water system due to a Cross-Connection on the Recycled Water Customer's Premises, the Program and State ~~DHS~~ DDW shall be immediately notified by the Recycled Water Customer. The Recycled Water Customer is to immediately invoke the *Emergency Cross-Connection Response Plan*.

~~23.O~~22.O EMERGENCY CROSS-CONNECTION RESPONSE PLAN

In the event that a Backflow incident or Cross-Connection is suspected or occurs, the following procedures shall be implemented immediately.

1. Notify the Water Utility and the State ~~DHS~~ DDW by phone. This notification is to be followed by written notice within 24 hours. The written notice is to include an explanation of the nature of the Cross-Connection, date and time discovered, and the steps taken to mitigate the Cross-Connection(s).
2. Keep the Potable Water system pressurized and post "Do Not Drink" signs at all Potable Water fixtures and outlets.
3. Immediately shut down the Recycled Water supply to the facility at the meter.
4. Provide bottled water for employees until the Potable Water system is deemed safe to drink.
5. Collect water samples from the Potable Water system and perform a 24-hour bacteriological analysis. Water samples should be collected from the closest acceptable point to the Cross-Connection. The Water Utility may supply the appropriate sample bottles, obtain the samples, and arrange for laboratory analysis. See the *Water Utility Supplementary Guidelines* for additional information.
6. Identify the cause and location of Backflow and eliminate the Cross-Connection(s).
7. Conduct a Cross-Connection test as outlined in Section ~~22~~21.E-K to verify that all Cross-Connections were eliminated.
8. Obtain approval from the Program and the State ~~DHS~~ DDW before bringing the Recycled Water system back into service.

2322. OPERATION AND MAINTENANCE OF SYSTEMS FOR USE OF RECYCLED WATER (Continued)

9. If the bacteriological analysis conducted in Step 5 is positive, chlorinate the Potable Water system maintaining a chlorine residual of at least 50 mg/l for 24 hours. Otherwise proceed to Step 11.
10. Flush the Potable Water system after 24 hours and perform Sstandard bacteriological analysis.
11. If the results from Step 10 are acceptable, proceed to Step 12. Otherwise, repeat Steps 9-10.
12. Obtain final approval from the Program and the State DHS DDW before removing signs.

~~23~~22. OPERATION AND MAINTENANCE OF SYSTEMS FOR USE OF RECYCLED WATER (Continued)

~~LOCAL CONTACTS~~22.P FORMS

SOUTH BAY WATER RECYCLING

3025 Tuers Road San Jose, CA 95121 408-277-3671 www.sanjoseca.gov/sbwr

Recycled Water Use Permit Application

SERVICE ID

PROJECT ID

PROJECT INFORMATION

ALL FIELDS REQUIRED RETAILER:

4 DIGIT SITE ID:

METER BOX ID (single letter):

MODIFICATION ## (original is "0"):

☐ IRRIGATION ☐ INDUSTRIAL ☐ AGRICULTURAL

PROJECT NAME USE AREA SQUARE FOOTAGE

PROJECT DESCRIPTION

STREET ADDRESS CITY ZIP CODE

OWNER NAME EMAIL

PHONE

CERTIFIED SITE SUPERVISOR

NAME CERTIFICATION #

COMPANY / ENTITY

PHONE EMAIL

Each site must have a designated Certified Site Supervisor present at all Cross-Connection tests to obtain a Use Permit. Visit the South Bay Water Recycling website www.sanjoseca.gov/sbwr to view the schedule of upcoming Site Supervisor training classes.

RETAILER INFO

☐ **PROPOSED USE REQUEST** ☐ **RECYCLED WATER USE PERMIT REQUEST**

ESTIMATED ANNUAL USE OF RECYCLED WATER (IN GALLONS)

RETAILER REPRESENTATIVE DATE

☐ NEW DEVELOPMENT ☐ RETROFIT / MODIFICATION ☐ ENHANCEMENT OWNERS ☐ PODIUM

☐ DUAL PLUMBING ☐ COOLING TOWER ☐ HOME OWNERS ASSOCIATION

☐ THE SERVICE ID LISTED ABOVE HAS BEEN VERIFIED TO BE IN COMPLIACE WITH ITS PERMIT (existing sites only)

WILL SBWR CROSS CONNECTION TEST PROCESS BE USED? YES ☐ NO ☐

(IF NO, PLEASE SUBMIT YOUR CROSS CONNECTION TEST PROCEDURE TO THE RETAILER FOR APPROVAL BEFORE TESTING)

SBWR

CROSS-CONNNECTION DATE

SBWR RERESENTATIVE PERMIT ISSUE DATE

SUBMIT TO: SBWRPERMIT@SANJOSECA.GOV **REVISION 3.1.19**

~~Site~~:

~~Location:~~

~~Customer Supervisor:~~

~~Work Phone:~~

~~Title:~~

~~Home Phone:~~

LOCAL CONTACTS	
Site:	
Location:	
Certified Site Supervisor:	
Title:	
Email:	
Work Phone:	Mobile Phone:

~~23~~22. OPERATION AND MAINTENANCE OF SYSTEMS FOR USE OF RECYCLED WATER (Continued)

~~CROSS-CONNECTION TEST NOTIFICATION FORM~~
~~(Sent by the Program)~~

~~Test Date:~~

~~Test Time:~~

~~Site Name:~~

~~Site Address:~~

~~CITY OF SANTA CLARA WATER UTILITY~~

~~Contact Person:~~

~~Phone:~~

~~23~~22. OPERATION AND MAINTENANCE OF SYSTEMS FOR USE OF RECYCLED WATER (Continued)

~~Agencies Notified: California Department of Health Services, Drinking Water Field Operations Branch Monterey District~~

SOUTH BAY WATER RECYCLING

3025 Tuers Road San Jose, CA 95121 408-277-3671 www.sanjoseca.gov/sbwr

Recycled Water Cross Connection Test

XXX #### X

SERVICE ID

PROPERTY SITE INFORMATION

METER BOX LOCATION side of of

SITE NAME STREET FEET STREET

ADDRESS CITY ZIP METER ADDRESS (IF APPLICABLE)

DESCRIPTION

REQUIRED ATTENDEES

SBWR REPRESENTATIVE COMPANY/ENTITY PHONE

RETAILER REPRESENTATIVE COMPANY/ENTITY PHONE

CERTIFIED SITE SUPERVISOR (CSS) COMPANY/ENTITY CERT # PHONE

CROSS CONNECTION SPECIALIST

_____ AWWA CROSS CONNECTION SPECIALIST #: _____,

CROSS CONNECTION SPECIALIST NAME CERTIFICATION #

After carefully reviewing this recycled water system, and performing a Cross-Connection test in accordance with SBWR's Rules and Regulations, I find no indication of a cross-connection with this recycled water system, at the property site listed above.

THE CROSS-CONNECTION TEST WAS CONDUCTED ON _____

DATE (s) TIME

CROSS CONNECTION SPECIALIST NAME DATE

COMPANY PHONE

ADDRESS CITY ZIP CODE

TEST DETAILS

DESCRIBE THE TESTING PROCEDURE USED, THE DOCUMENTS SUPPLIED BY THE RETAILER AND CSS, THE RECYCLED WATER SYSTEMS TESTED, AND WHICH PROJECTS WERE INCLUDED.

☐ VISUAL TEST ONLY

RETAILER

RETAILER APPROVAL DATE

SUBMIT TO: SBWRPERMIT@SANJOSECA.GOV **REVISION: 3.1.19**

~~23~~22. OPERATION AND MAINTENANCE OF SYSTEMS FOR USE OF RECYCLED WATER (Continued)

~~23~~22. OPERATION AND MAINTENANCE OF SYSTEMS FOR USE OF RECYCLED WATER (Continued)

~~CROSS-CONNECTION NOTIFICATION RSVP FORM~~
~~(Returned by Customer)~~

~~Site Address:~~

~~Test Date:~~

~~Agency/Company:~~

~~Representatives Attending:~~

~~(Please return to requesting party within 48 hours prior to scheduled test)~~

~~23~~22. OPERATION AND MAINTENANCE OF SYSTEMS FOR USE OF RECYCLED WATER (Continued)

~~ANNUAL SELF-INSPECTION REPORT~~

~~Standard On-Site (Land) Observation Report~~

~~OR~~

~~Off-Season Inspection Report~~

~~Site:~~
~~Date:~~
~~Inspected by:~~
~~Title:~~
~~==========~~

~~1. Is there evidence of runoff of recycled water from the site? Show affected area on a sketch and estimate volume:~~
~~2. Is there an odor of wastewater origin at the irrigation site? If yes, indicate apparent source, characterization, direction of travel, and any public use areas or off-site facilities affected by the odors.~~
~~3. Is there evidence of ponding of recycled water, and/or evidence of mosquitoes breeding within the irrigation area due to ponded water?~~
~~4. Are warning signs, tags, stickers, and above ground pipe markings properly posted to inform the public that irrigation is recycled water, which is not suitable for drinking?~~
~~5. Is there evidence of leaks or breaks in the irrigation system piping or tubing?~~
~~6. Is there evidence of broken or otherwise faulty drip irrigation system emitters or spray irrigation sprinklers?~~
~~7. What corrective actions are being taken to correct any problems noted above?~~

~~Signed: _____~~

~~Dated: _____~~

~~23~~22. OPERATION AND MAINTENANCE OF SYSTEMS FOR USE OF RECYCLED WATER (Continued)

SOUTH BAY WATER RECYCLING

3025 Tuers Road San Jose, CA 95121 408-277-3671 www.sanjoseca.gov/sbwr

Recycled Water Inspection Checklist: Construction

XXX	####	X	P MOD#

PROJECT ID

USE CLASS

☐ IRRIGATION ☐ INDUSTRIAL ☐ AGRICULTURAL

SITE LOCATION & SITE SUPERVISOR

SITE NAME

SITE ADDRESS CITY ZIP

CERTIFIED SITE SUPERVISOR (CSS) CERTIFICATION #

CSS PHONE CSS EMAIL

INSPECTION TASKS

	DATE (VERIFIED/COMPLETED)	INITIALS
1) DDW APPROVED PLANS / ENGINEERING REPORT SIGNATURE	_____	_____
2) HORIZONTAL AND VERTICAL SEPARATION MATCH THE DDW APPROVED PLANS	_____	_____
3) ADVISORY SIGNS, TAGS AND LABELING MATCH THE DDW APPROVED PLANS	_____	_____
4) CROSS CONNECTION TEST PASSED	_____	_____
5) RETAILER NOTIFIED OF ANY ON SITE POTABLE WATER METERS	_____	_____
6) REMOVAL OF ALL TEMPORARY AND / OR PERMANENT POTABLE WATER CONNECTIONS TO RECYCLED WATER SYSTEMS	_____	_____
7) METER (S) INSTALLED Serial Number (s) _____ METER 1 # _____ METER 2 #	_____	_____
8) ON SITE SYSTEM CONNECTED TO RECYCLED WATER METER SEPARATION HAS BEEN MAINTAINED BETWEEN THE RECYCLED AND POTABLE WATER SYSTEMS	_____	_____

9) IF A RECYCLED WATER COOLING TOWER IS PRESENT, FILL OUT THE INSPECTION CHECKLIST FOR COOLING TOWERS

10) DOES THE RECYCLED WATER SYSTEM BUILT EXACTLY MATCH THE DDW APPROVED PLANS? ☐ YES ☐ NO
IF NOT, SHOW THE DIFFERENCES ON THE RECORD DRAWINGS AND EXPLAIN THEM BELOW

COMMENTS:

INSPECTOR NAME DATE

RETAILER / SBWR AGENT REPRESENTATIVE DATE

SUBMIT TO: SBWRPERMIT@SANJOSECA.GOV **REVISION: 3.1.19**

2322. OPERATION AND MAINTENANCE OF SYSTEMS FOR USE OF RECYCLED WATER (Continued)

RECYCLED WATER USE LICENSE - CUSTOMER APPLICATION

Today's Date:			
Tract No./APN:			
Facility Name:			
Location or Brief Legal Description:			
Mailing Address:			
Type of Development:			
Expected date to commence recycled Water Service (Month/Year)			
Owner:		Proposed Customer Supervisor:	
Address:		Address:	
City:		City:	
State:	Zip:	State:	Zip:
Phone: ( )		Work Phone ( )	
Contact:		Home Phone ( )	
		Alternate:	
Estimated Water	Acres	Average (AF/YR)	Peak Demand (GPM)
Landscape Irrigation:			
Park:			
Open Space:			
School:			
Industrial Use:			
Athletic Field:			
Brief description of use(s):			
Brief description of proposed Customer Supervisor's current responsibilities and familiarity with			

This is a new retrofitted system.
For retrofitted systems: Water Utility: CITY OF SANTA CLARA
Account Number: _____
On-Site pumping is not required.

2322. OPERATION AND MAINTENANCE OF SYSTEMS FOR USE OF RECYCLED WATER (Continued)

Is the potable system designed to operate as back-up: Yes No

~~23~~22. OPERATION AND MAINTENANCE OF SYSTEMS FOR USE OF RECYCLED WATER (Continued)

SOUTH BAY WATER RECYCLING

3025 Tuers Road San Jose, CA 95121 408-277-3671 www.sanjoseca.gov/sbwr

Recycled Water Inspection Checklist: Cooling Tower

			P	
XXX	####	X		MOD#

PROJECT ID

USE CLASS

INDUSTRIAL

SITE LOCATION & SITE SUPERVISOR

SITE NAME

SITE ADDRESS CITY ZIP

CERTIFIED SITE SUPERVISOR (CSS) CERTIFICATION #

CSS PHONE CSS EMAIL

INSPECTION TASKS

	DATE (VERIFIED/COMPLETED)	INITIALS
1) DDW APPROVED PLANS / ENGINEERING REPORT SIGNATURE		
2) BIOCIDE USED PER ENGINEERING REPORT		
3) DRIFT ELIMINATOR IS INSTALLED PER PLAN		
4) POTABLE WATER SUPPLY (IF PRESENT) HAS AN AIR GAP PER PLAN		
5) RECYCLED WATER SUPPLY HAS AN AIR GAP PER PLAN		
6) COOLING TOWER MODEL NUMBER MATCHES THE ENGINEERING REPORT		
7) PROVIDE COOLING TOWER MANUFACTURER'S NAMEPLATE INFO (SERIAL NUMBER, MANUFACTURING DATE, ETC):		

COMMENTS:

INSPECTOR NAME DATE

RETAILER / SBWR AGENT REPRESENTATIVE DATE

SUBMIT TO: SBWRPERMIT@SANJOSECA.GOV **REVISION: 3.1.19**

2423. WATER CONSERVATION IN LANDSCAPINGEFFICIENT LANDSCAPE ORDINANCE

2423.APURPOSE

Upon the effective date of the revision of the State of California's Model Water Efficient Landscape Ordinance (MWELO), it will supersede the regulations in this Chapter 23, Water Efficient Landscape Ordinance.

Upon the City's adoption of a separate Santa Clara Water Efficient Landscape Ordinance, this Chapter 23, Water Efficient Landscape Ordinance, is rendered null and void.

1. The purpose of these Rules and Regulations is to promote efficient water use in landscaping by promoting use of region-appropriate plants that require minimal supplemental irrigation, and by establishing Sstandards for Iirrigation eEfficiency.
2. These Rules and Regulations establish a structure for planning, designing, installing, maintaining and managing water efficient landscapes in New Construction and rehabilitated projects by encouraging the use of a watershed approach that requires cross-sector collaboration of industry, government and property Owners to achieve the many benefits possible.
3. These Rules and Regulations establish provisions for water management practices and water waste prevention for existing landscapes.
4. Efficient water use without waste shall be achieved by setting a Maximum Applied Water Allowance as an upper limit for water use and reducing water use to the lowest practical amount. Irrigation efficiencies are accomplished through proper landscape design, installation and management techniques appropriate to Santa Clara's growing conditions.
5. Landscapes planned, installed, managed and maintained in accordance with these Rules and Regulations will improve conditions in urban Santa Clara by:
   (a) Enhancing soil tilth;
   (b) Minimizing energy use;
   (c) Conserving water wherever possible
   (d) Protecting air quality
   (e) Protecting existing habitat and creating new habitat through the use of Native Plants and climate appropriate plants wherever possible.
6. These Rules and Regulations implement the California Water Conservation in Landscaping Act, Government Code Section 65591 et. seq.

2423.BAPPLICABILITY

24.B.1. Except as provided in Subsection 24.B.2. below, tThese Rules and Regulations shall apply to the following Landscape Projects:

~~24.B.1.~~(a) New construction projects with an aggregate ~~l~~Landscape ~~a~~Area equal to or greater than 500 square feet requiring a ~~building or landscape p~~Permit, plan check, or design review

~~24.B.1.~~(b) Rehabilitated L~~l~~andscape P~~p~~rojects with an aggregate L~~l~~andscape A~~a~~rea equal to or greater than 2,500 square feet requiring a ~~building or landscape p~~Permit, plan check, or design review.

~~24.B.1.~~(c) Existing landscapes limited to Sections 493, 493.1, 493.2 in Division 2, Title 23 of the California Code of Regulations; ~~all other existing landscapes shall only be subject to the provisions for existing landscapes provided for and~~ in sections ~~24.O~~23.V and 23.W of these Rules and Regulations.

~~24.B.1.~~(~~c~~d) Cemetaries. Recognizing the special landscape needs of cemeteries, ~~N~~new and rehabilitated cemeteries, are limited to sections ~~24.I, 24.L, and 24.O~~ 23.V and 23.W of these Rules and Regulations.

~~24.B.~~2. Any project with an aggregate ~~l~~Landscape A~~a~~rea of 2,500 square feet or less may comply with the performance requirements of this ordinance or conform to the prescriptive measures contained in Appendix D.

3. For projects using treated or untreated Graywater or rainwater captured on site, any lot or parcel within the project that has less than 2,500 square feet of landscape and meets the lot or parcel's landscape water requirement (ETWU) entirely with treated or untreated Graywater or through stored rainwater captured on site is subject only to Appendix D Section (5).

~~24.B.3~~4. These Rules and Regulations shall not apply to:

~~24.B.3.(a) New construction with irrigated landscape areas less than 500 square feet, rehabilitated landscapes with irrigated landscape areas less than 2,500 square feet, or landscapes that do not require a building or landscape permit, plan check or design review, or new or expanded water service;~~

~~24.B.3.(b) Landscapes, or portions of landscapes, that are only irrigated for an establishment period;~~

~~24.B.3.~~(~~c~~a) Registered local, state or federal historical sites;

~~24.B.3.~~(~~d~~b) Any Ecological Restoration Project that does not require a permanent irrigation system;

(c) Mine R~~r~~eclamation P~~p~~rojects that do not require a permanent irrigation system;

~~24.B.3.~~(~~e~~d) ~~Any ecological restoration project that does not require a permanent irrigation system;~~

~~24.B.3.(f)~~ Community gardens or plant collections, as part of botanical gardens and arboretums open to the public;

~~24.B.3.(g) Any commercial cultivation or agricultural products, including by not limited to products of farms, orchards, production nurseries and forests;~~

WATER EFFICIENT LANDSCAPE ORDINANCE (Continued)

24.B.3.(h) Any project that uses, primarily, Recycled Water for irrigation purposes;

~~24~~23.C DEFINITIONS

T~~he t~~erms used in this Section of these Rules and Regulations have the meaning set forth below:

Applied Water: The portion of water supplied by the irrigation system to the landscape.

Automatic (Irrigation) Controller: An automatic mechanical or solid-state timing device, capable of remotely controlling Irrigation ~~v~~Valve S~~s~~tations that operate an irrigation system. Automatic I~~i~~rrigation C~~c~~ontrollers schedule irrigation events using E~~e~~vapotranspirtion or S~~s~~oil M~~m~~oisture data to set days and length of time of irrigation.

~~**Backflow Prevention Device:** A City-approved device that prevents pollution or contamination of the water supply due to the reserve flow of water into the City's water distribution system.~~

Certificate of Completion: The document required under ~~Section 492.9~~23.L

Certified Irrigation Designer: A person certified to design irrigation systems by an accredited academic institution, a professional trade organization, or other program such as the U.S. Environmental Protection Agency's WaterSense irrigation designer certification program, or the Irrigation Association's Certified Irrigation Designer program.

Certified Landscape Irrigation Auditor: A person certified to perform landscape I~~i~~rrigation A~~a~~udits by an accredited academic institution, a professional trade organization or other program such as the US Environmental Protection Agency's WasterSense I~~i~~rrigation A~~a~~uditor C~~c~~ertification P~~p~~rogram and Irrigation Association's Certified Landscape Irrigation Auditor Program.

~~**Certified Professional**: A certified irrigation designer, certified landscape irrigation auditor, licensed landscape architect, licensed landscape contractor, licensed professional engineer, or any other person authorized by the State of California to design a landscape, an irrigation system or authorized to complete a water budget.~~

Check Valve or Anti-Drain Valve: A valve located under a ~~sprinkler~~ Spray H~~h~~ead, or other location in the irrigation system, to hold water in the system to prevent drainage from ~~sprinkler~~ Spray H~~h~~eads when the ~~sprinkler~~ system is off.

Common Interest Developments: Community apartment projects, condominium projects, planned D~~d~~evelopments, and stock cooperatives per Civil Code Section ~~4000 et seq~~1351.

Compost: The safe and stable product of controlled biologic decomposition of organic materials that is beneficial to plant growth.

Conversion Factor (0.62): The~~A~~ number that converts the M~~m~~aximum ~~a~~Applied W~~w~~ater A~~a~~llowance from acre-inches per acre per year to gallons per square foot per year. ~~The conversion factor is calculated as follows:~~

~~(325,829 gallons/43,560 sq. ft./12 inches = 0.62)~~

~~325,829 gallons = 1 acre-foot~~

~~43,560 square feet = 1 acre~~

~~12 inches = 1 foot~~

~~To convert gallons per year to 100 cubic feet per year, the City's billing unit for water, divide gallons per year by 748 (748 gallons = 100 cubic feet).~~

Distribution Uniformity: The measure of the uniformity of irrigation water over a defined area.

~~**Drip Irrigation**: any non-spray low volume irrigation system utilizing emission devices with a flow rate measures in gallons per hour. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.~~

Ecological Restoration Project: A project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.

Effective Precipitation (E~~ppt~~PPT) ~~or Usable Rainfall~~: The portion of total precipitation that is available for plants. Precipitation is not a reliable source of water but can contribute to some degree toward the water needs of the landscape. ~~For the purpose of this document, "effective precipitation" is twenty-five percent (25%) of local annual mean precipitation.~~

~~**Emitters**: Drip irrigation fittings that deliver water slowly from the system to the soil.~~

Established Landscape: The point at which plants in the landscape have developed roots into the soil adjacent to the root ball.

Establishment Period: The first year after installing the plant in the landscape or the first two years if irrigation will be terminated after establishment. Native habitat mitigation areas and trees may need three to five years for establishment.

~~**Estimated Applied Water Use**: The portion of the Estimated Total Water Use that is derived from applied water. The Estimated Applied Water Use shall not exceed the Maximum Applied Water allowance. The Estimated Applied Water Use may be the sum of the water recommended through the irrigation schedule as referenced herein.~~

Estimated Total Water Use (ETWU): ~~-~~The annual total amount of water ~~estimated to be needed to keep the plants in the landscaped area healthy. It is based upon such factors as the local evapotranspiration (ET) rate, the size of the landscaped area, the types of plants, and the efficiency of the irrigation system, as described herein.~~used for the landscape as described in Section 23.G.

Evapotranspiration Adjustment Factor (ETAF): ~~A~~The factor of 0.55 for residential areas and 0.45 for non-residential areas, that, when applied to R~~r~~eference E~~e~~vapotranspiration (ETo), adjusts for P~~p~~lant ~~f~~Factors and ~~i~~Irrigation ~~e~~Efficiency, two major influences upon the amount of water that needs to be applied to the landscape. The ETAF for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0. The ETAF for existing non-R~~r~~ehabilitated L~~l~~andscapes is 0.8.

~~A combined plant mix with a site-wide average of 0.5 is the basis of the plant factor portion of this calculation. The irrigation efficiency for the purpose of the ET Adjustment Factor is 0.71.~~

Evapotranspiration Rate (ET): A quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specific time.

~~**Flow Rate**: The rate at which water flows through the pipes, valves and emission devices. (gallons per minute, cubic feet per second, gallon per hour).~~

Flow Sensor: An inline device installed at the supply point of the irrigation system that produces a repeatable signal proportional to F~~f~~low R~~r~~ate. Flow S~~s~~ensors must be connected to an A~~a~~utomatic I~~i~~rrigation C~~c~~ontroller, or flow monitor capable of receiving flow signals and operating M~~m~~aster V~~v~~alves. This combination F~~f~~low S~~s~~ensor/controller may also function as a ~~l~~Landscape W~~w~~ater M~~m~~eter or S~~s~~ubmeter.

Friable: A soil condition that is easily crumbled or loosely compacted down to a minimum depth per planting material requirements, whereby the root structure of newly planted material will be allowed to spread unimpeded.

Fuel Modification Plan Guideline: Guidelines from a local fire authority to assist residents and businesses that are developing land or building structures in a fire hazard severity zone.

~~**Graywater**: Untreated wastewater that has not been contaminated by any toilet discharge, has not been affected by infectious, contaminated, or unhealthy bodily wastes, and does not present a threat from contamination by unhealthful processing, manufacturing, or operating wastes. "Graywater" includes, but is not limited to, wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines, and laundry tubs, but does not include wastewater from kitchen sinks or dishwashers. Health and Safety Code Section 17922.12.~~

Hardscape: Any constructed feature in a landscape built of ~~concrete, stone, wood, or other such~~any P~~p~~ervious or ~~non-~~Impervious durable material. ~~Includes, but is not limited to, patios, walkways, and retaining walls.~~

High Water Use Plant: Any species classified as "high" water use by WUCOLS, having a regionally adjusted Plant Factor of 0.7 through 1.0, shall be categorically deemed a High Water Use Plant. The surface area of Water Features is included in the high water use Hydrozone of the Landscape Area.

Hydrozone: A portion of the landscaped area having plants with similar water needs that are served by an Irrigation ~~v~~ Valve or set of ~~v~~Irrigation Valves with the same schedule. A Hydrozone may be irrigated or non-irrigated. For example, a naturalized area planted with native vegetation that will not need supplemental irrigation once established is a non-irrigated Hydrozone.

~~**Infiltration Rate**: The rate of water entry into the soil expressed as a depth of water per unit of time (e.g. inches per hour).~~

Impervious: Any surface or material that does not allow the passage of water through the material and into the underlying soil.

Invasive Plant ~~s~~Species: Species of plants not historically found in California that spread outside cultivated areas and can damage environmental or economic resources. Invasive S~~s~~pecies may be regulated by agricultural agencies as noxious species. ~~"Noxious weeds" means any weed designated by the Weed Control Regulations in the Weed Control Act and identified on a Regional District noxious weed control list.~~ Lists of I~~i~~nvasive P~~p~~lants are maintained at the California Invasive Plant Inventory and USDA invasive and N~~n~~oxious W~~w~~eeds database.

Irrigation Audit: An in-depth evaluation of the performance of an irrigation system conducted by a Certified Landscape Irrigation Auditor. An I~~i~~rrigation A~~a~~udit includes, but is not limited to: inspection, system tune-up, system test with D~~d~~istribution U~~u~~niformity or emission uniformity, reporting O~~o~~verspray or R~~r~~unoff that causes overland flow, and preparation of an irrigation schedule. The audit must be conducted in a manner consistent with the Irrigation Association's Landscape Irrigation Auditor Certification program or other U.S. Environmental Protection Agency "Watersense" labeled auditing program

Irrigation Efficiency (IE): The measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation E~~e~~fficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The ~~minimum irrigation efficiency~~IE for purposes of this ordinance ~~is~~ are 0.75 for Overhead Spray Devices and 0.81 for Drip Systems~~1~~. ~~Greater Irrigation Efficiency can be expected from well-designed and well-maintained systems.~~

Irrigation Survey: An evaluation of an irrigation system that is less detailed than an ~~i~~Irrigation ~~a~~Audit. An I~~i~~rrigation S~~s~~urvey includes, but is not limited to: inspection, system test, and written recommendations to improve irrigation system performance ~~of the irrigation system~~.

Irrigation Valve: A device used to control the flow of water in the irrigation system.

Irrigation Water Use Analysis: An analysis of water use data based on meter readings and billing data.

Landscape Architect: A person who holds a license to practice landscape architecture in California as defined by the California Business and Professions Code, Section 5615.

Landscape Area: All of the planting areas, Turf areas and Water Features in a landscape subject to the Maximum Applied Water Allowance calculation. The Landscape Area does not include ~~The entire parcel less the building footprint,~~ footprints of buildings or structures, decks, driveways, sidewalks, gravel or stone walks, parking lots, ~~non-irrigated portions of the parking lot, hardscape such as decks and patios, and~~ other P~~p~~ervious or Im~~non~~pervious H~~h~~ardscapes and~~.~~ ~~Water features are included in the calculation of the landscaped area. Areas dedicated to edible plants such as orchards or vegetable gardens are not included. Landscape area does not include~~ other non-irrigated areas designated for non-D~~d~~evelopment (e.g., open spaces and existing wildland vegetation).

Landscape Contractor: A person licensed by the State of California to construct, maintain, repair, install, or subcontract the D~~d~~evelopment of landscape systems.

Landscape Documentation Package: The documents required under Section 23.F.

Landscape Water Meter: an inline device installed at the irrigation supply point that measures the flow of water into the irrigation system and is connected to a totalizer to record water use.

~~**Landscape Irrigation Audit**: A process to perform site inspection, evaluate irrigation systems, and develop efficient irrigation schedules.~~

~~**Landscape Installation Report**: The report, per section 24.K of these rules and regulations, documenting the landscape installation assessment for new and rehabilitated landscape and irrigation system(s) have been installed.~~

~~**Landscape Project**: An undertaking of landscape design and installation on a particular area of land. A landscape project may be associated with an individual lot, a building project, or a multi-phased development. It may also be a larger, comprehensive landscape scheme that is not coupled with an individual building project.~~

Lateral Line: The water delivery pipeline that supplies water ~~from the water source to the valve or outlet~~to the Emitters or Spray Heads from the Irrigation Valve.

~~**Local Mean Precipitation**: The State Department of Water Resources' 20-year historical rainfall data.~~

~~**Local Water Purveyor**: Any entity, including a public agency, city, county, or private water company that provides retail water service~~

Low-~~V~~volume Irrigation: The application of irrigation water through a system of tubing or L~~l~~ateral L~~l~~ines and L~~l~~ow-V~~v~~olume E~~e~~mitters such as drip and bubblers. ~~Certain rotary emitters designed for highly efficient water distribution, and situated to irrigate low water use plants, may also be included in this definition at the discretion of the City.~~Low Volume Irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zones of plants.

Low Water Use Plant: ~~A plant species whose demonstrated water needs are compatible with local climate and soil conditions such that regular supplemental irrigation is not required to sustain the plant after it has become established.~~ Any species classified as ~~"very low water use" and~~ "low water use" by WUCOLS, having a regionally adjusted P~~p~~lant F~~f~~actor of 0.~~0~~1 through 0.3, shall be categorically deemed a L~~l~~ow W~~w~~ater U~~u~~se plant.

~~**Main Line**: The pressurized pipeline that delivers water from the water source to the valve or outlet.~~

Master ~~Shut-off~~ Valve: An automatic ~~v~~alve installed at the irrigation supply point which controls water flow into the irrigation system. When this valve is closed, water will not be supplied to the irrigation system. A M~~m~~aster V~~v~~alve will greatly reduce any water loss due to a leaky S~~s~~tation valve.

Maximum Applied Water Allowance (MAWA): ~~For design purposes, t~~The upper limit of annual A~~a~~pplied W~~w~~ater for the E~~e~~stablished L~~l~~andscaped A~~a~~rea as specified in Section ~~24I~~23.G., Water ~~Budget Calculation~~Efficient Landscape Worksheet. It is based upon the area's reference E~~vapotranspiration rate~~T, the ET~~-~~A~~djustment~~ F~~actor~~, and the size of the landscaped area. The E~~stimated Applied~~ TW~~ater~~ U~~se~~ shall not exceed the M~~aximum~~ A~~pplied~~ W~~ater allowance~~A~~ (gallons per year)~~. Special Landscape Areas, including recreation areas, areas permanently and solely dedicated to edible plants such as orchards and vegetable gardens, and areas irrigated with Recycled Water are subject to the MAWA with an ETAF not to exceed 1.0. MAWA = (ETo) (0.62) [(ETAF x LA) + ((1-ETAF) x SLA)].

~~**Median**: Area between opposing lanes of traffic that may be unplanted or planted with trees, shrubs, perennials, and ornamental grasses.~~

~~**Microclimate**: The climate of a small, specific area that may contrast with the climate of the overall landscape area due to factors such as wind, sun exposure, plant density, or proximity to reflective surfaces.~~

Mine~~d~~ Reclamation Projects: Any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

Moderate Water Use Plant: Any species classified as "moderate" water use by WUCOLS, having a regionally adjusted Plant Factor of 0.4 through 0.6, shall be categorically deemed a Moderate Water Use Plant.

Mulch: Any organic material such as leaves, bark, chipped wood, straw, or ~~other~~ inorganic materials such as rocks, pebbles, gravel or decomposed granite left loose and applied to the soil surface to reduce evaporation, suppress~~ing~~ weeds, moderate~~ing~~ soil temperature and prevent~~ing~~ soil erosion.

Native Plant: A plant indigenous to a specific area of consideration. For the purposes of these Rules and Regulations division, the term will refer to plants indigenous to the costal ranges of Centeral and Northern California, and more specifically to such plants that are suited to the ecology of the present or historic natural community of the project's vicinity.

New Construction: For the purposes of this ordinance, a new building with a landscape or other new landscape, such as a park, playground, or greenbelt without an associated building.

Noxious Weeds: Any weed designated by the Weed ControlRegulations in the Weed Control Act and identified on a Regional District noxious weed control list. Lists of Noxious Weeds are maintained at the California Invasive Plant Inventory and USDA invasive and Noxious Weeds database.~~**Non-Residential Landscape**: Landscapes in commercial, institutional, industrial and public settings that may have areas designated for recreation or public assembly. It also includes portions of common areas of common interest developments with designated recreational areas and multifamily homes where landscaping is managed by a homeowners association or other common interest development.~~

~~**No-Water-Using Plant**: A plant species with water needs that are compatible with local climate and soil conditions such that regular supplemental irrigation is not required to sustain the plant after it has become established.~~

Operating Pressure: The pressure at which a system of S~~s~~prinkler Heads is designed to operate, usually indicated at base of each ~~s~~Sprinkler Head.

~~**Overhead sprinkler irrigation system**: A system that delivers water through the air (e.g., spray heads and rotors).~~

Overspray: ~~The~~ Irrigation water which is delivered beyond the ~~landscape~~ target area~~, wetting pavements, walks, structures, or other non-landscaped areas~~.

Parkway: The area between a sidewalk and the curb or traffic lane. It may be planted or unplanted and with or without pedestrian egress ~~**Permit**: An authorizing document issued by local agencies for new construction or rehabilitated landscapes.~~

Pervious: Any surface or material that allows the passage of water through the material and into the underlying soil.

Plant Factor: A factor that, when multiplied by reference E~~vapotranspirat~~T~~i~~o~~n~~, estimates the amount of water ~~u~~needs~~ed~~ by plants. ~~. For purposes of these Rules and Regulations, the average plant factor of very low water use plants is 0 to 0.1, the plant factor range for low water-using plants ranges from 0.1 to 0.3; for average water-using plants the range is 0.4 to 0.6, and for high water-using plants the range is 0.7 to 1.0.~~ Plant Factors in these Rules and Regulations are ~~based on~~derived from the ~~Department of Water Resources 2000~~ publication "Water Use Classification of Landscape Species" (WUCOLS). Plant Factors may also be obtained from horticultural researchers from academic institutions or professional associations as approved by the California Department of Water Resources.

Project Applicant: The individual or entity submitting a Landscape Documentation Package required under Section 23.F to request a P~~p~~ermit, plan check, or design review from the local agency. A P~~p~~roject A~~a~~pplicant may be the property O~~o~~wner or ~~his or her~~their designee.

~~**Precipitation Rate**: means the rate of application of water measured in inches per hour.~~

Rain Sens~~ing Device~~or: A ~~system~~ device which automatically shuts off the irrigation system when it rains.

~~**Record Drawing or As-Builts**: A set of reproducible drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor.~~

Recreational Areas: Areas excluding private, single family residential areas, designated for~~of~~ active play, ~~or~~ recreation, or public assembly in parks, ~~such as~~ sports fields, school yards, picnic grounds, amphitheaters or golf course tees, fairways, roughs surrounds and greens~~or other areas with intense foot traffic~~.

~~**Recycled Water or Reclaimed Water**: Treated or recycled wastewater of a quality suitable for non-potable uses, such as landscape irrigation and water features; not intended for human consumption.~~

Reference Evapotranspiration ~~or (~~ETo~~)~~: A standard measurement of environmental parameters, which affect the water use of plants. ETo is given in inches per day, month, or year ~~(~~as represented ~~in Section 24.I Water Budget Calculation)~~Appendix A and is an estimate of the E~~vapotranspirati~~T~~o~~n of a large field of four to seven inch (4-7") tall, cool-season grass that is well watered. Reference E~~vapotranspirati~~T~~o~~n is the M~~aximum~~ A~~pplied~~ W~~ater~~ A~~llowance~~ so that regional differences in climate can be accommodated.

Regional Water Efficient Landscape Ordinance: A local Ordinance adopted by two or more local agencies, water suppliers and other stakeholders for implementing a consistent set of landscape provisions throughout a geographical region. Regional ordinances are strongly encouraged to provide a consistent framework for the landscape industry and Project A~~a~~pplicants to adhere to.

Rehabilitated Landscape: Any re-landscaping project that requires a P~~p~~ermit, plan check or design review, meets the requirements of Section 23.B. and the modified Landscape Area is equal to or greater than 2,500 square feet..

Residential Landscape: Landscapes surrounding single family homes or multifamily homes where landscapes are managed by individual homeowners.

~~**Runoff**: Water that is not absorbed by the soil or landscape to which it is applied and flows from the landscape area. For example, runoff may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a severe slope.~~

Soil Moisture Sens~~ing Device~~or: A device that measures the amount of water in the soil. The device may also initiate or suspend irrigation.

Soil Texture: The classification of soil based on the percentage of sand, silt, and clay in the soil.

Special Landscape Area (SLA): An area of the landscape dedicated solely to edible plants, Recreational Areas, areas irrigated with ~~r~~Recycled W~~w~~ater and, W~~w~~ater F~~f~~eatures using R~~r~~ecycled W~~w~~ater~~ and areas dedicated to active play or high volume foot traffic such as parks, cemeteries, sports fields, golf courses, and where turf provides a playing surface~~.

~~**Sprinkler Head or Spray Head**: A device which delivers water through a nozzle.~~

Static Water Pressure: The pipeline or municipal water supply pressure when water is not flowing.

Station: An area served by one Irrigation ~~v~~Valve or by a set of Irrigation ~~v~~Valves that operate simultaneously.

~~**Swimming Pool**: Any structure intended for swimming, recreational bathing or wading that contains water over 24 inches (610 mm) deep. This includes in-ground, above ground, and on-ground pools; hot tubs; spa and fixed in place wading pools~~

~~**Submeter**: A metering device to measure water applied to the landscape that is installed after the primary utility water meter.~~

~~**Turf**: A ground cover surface of mowed grass. Some examples of turf include annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses. Bermudagrass, kikuyugrass, Seashore Paspalum, St. Augustinegrass, Zoysiagrass, and Buffalo grass are warm-season grasses.~~

~~**Valve**: A device used to control the flow of water in the irrigation system.~~

~~**Water Conserving Plant Species**: A plant species identified as having a very low or low plant factor.~~

~~**Water Feature**: A design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied). The surface area of water features is included in the high water use hydrozone of the landscape area. Constructed wetlands used for on-site wastewater treatment or stormwater best management practices that are not irrigated and used solely for water treatment or stormwater retention are not water features and, therefore, are not subject to the water budget calculation.~~

~~**Watering Window**: The Time of day irrigation is allowed.~~

~~**Wet Surface Area**: The surface area of that portion of a water feature that functions to contain water, such as the water surface of a swimming pool, spa or garden pond. For a fountain or other feature with flowing water, wet surface area shall be measured as a two dimensional plane bounded by the perimeter of the area where water has been designed to flow.~~

Stormwater: Rainfall Runoff, snow melt Runoff, surface Runoff, drainage from natural sources; excludes infiltration.

Very Low Water Use Plant: Any species classified as "very low" water use by WUCOLS having a regionally adjusted Plant Factor of <0.1 shall be categorically deemed a Very Low Water Use Plant.

WUCOLS: The ~~current version of the~~ Water Use Classification of Landscape Species ~~current edition~~ published by the University of California Cooperative Extension and the Department of Water Resources, 2014 available at:

~~http://ucanr.edu/sites/WUCOLS/Download_WUCOLS_IV_List/~~https://ccuh.ucdavis.edu/wucols

23.D COMPLIANCE WITH LANDSCAPE DOCUMENTATION PACKAGE

~~24.D WATER-EFFICIENT DESIGN CHECKLIST~~

~~24.D.1 A water-efficient design checklist shall serve as a preliminary summation of select landscape components to determine whether a proposed landscape is generally consistent with the water efficiency goals of these rules and regulations.~~

~~24.D.1.(a)~~1. All Landscape Projects identified in Santa Clara City Code Section 18.88, Landscaping Permit, shall include a completed Landscape Documentation Package. ~~Landscape~~ Permit Fee is required when submitting a ~~Landscape~~ Permit. Prior to construction, the Community Development Planning Department shall:

(a) provide the Project Applicant with the Landscape Project ~~Application and Documentation~~ Package requirements and procedures for Permits, plan checks of design reviews;

(b) review the Landscape ~~Project Application~~ Documentation Package submitted by the Project Applicant;

(c) approve or deny the Landscape Documentation Package ~~project applicant's Landscape Project Application submittal~~;

(d) issue a Permit or approve the plan check or design review that complies with the approved Landscape ~~Project Application~~ Documentation Package and;

(e) upon approval of the Landscape ~~Project Application~~ Documentation Package, submit a copy of the Water Efficient Landscape Worksheet to Water and Sewer Utilities.

2. Prior to construction, the Project Applicant shall:

(a) submit all portions of the Landscape ~~Project Application~~ Documentation Package to the Community Development Department; ~~except the Landscape Audit Report~~

(b) pay the Landscape Project review fee as required by the schedule of fees established by resolution of the City Council.

WATER EFFICIENT LANDSCAPE ORDINANCE (Continued)

3. Upon approval of the Landscape Documentation Package by the Community Development Department, the Project Applicant shall:

   (a) receive a Permit of approval of the plan check or design review and record the date of the Permit in the Certificate of Completion.

   (b) submit a copy of the approved Landscape Documentation Package along with the Record Drawings, and any other information to the property Owner or their designee; and

   (c) submit a copy of the Water Efficient Landscape Worksheet to Water & Sewer Utilities.water efficient design checklist. Building permits for new dwellings shall also include a completed water efficient design checklist.

   24.D.1.(b) The checklist shall be completed by a property owner or certified landscape professional, and shall be submitted to the Planning Division along with the associated Planning Application.

23.E PENALTIES

Non-compliance with any applicable provision of the Water Service and Use Rules and Regulations shall constitute a violation of the City Code and shall be subject to enforcement action and/or Permit revocation.

24.E23.F COMPONENTS OF A THE LANDSCAPE PROJECT SUBMITTALDOCUMENTATION PACKAGE

24.E.1. The Landscape project submittal consists ofDocumentation Package shall contain the following six (6) items.

24.E.1.(a) Water Efficient Design Checklist (section 24.D)Project information:.

(i) date

(ii) Project Applicant name

(iii) project address (if available, parcel and/or lot number(s))

(iv) total Landscape Area in (square feet)

(v) project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed) water supply type (e.g., potable, recycled, well) and the City as the Local Retail Water Purveyor if the Project Applicant is not served by a private well

(vi) checklist of all documents in Landscape Documentation Package (Appendix E)

(vii) project contacts including contact information for the Project Applicant and property Owner

(viii) Project Applicant signature and date with statement, "I agree to comply with the requirements of the water efficient landscape ordinance and submit a complete Landscape Documentation Package."

(b) Water Efficient Landscape Worksheet

(i) Hydrozone information table

(ii) water budget calculations

(1) Maximum Applied Water Allowance (MAWA)

(2) Estimated Total Water Use (ETWU)

~~24.E.1.(b) Landscape and Irrigation Design Plans which are required for landscape projects greater than 500 square feet (see section 24.H).~~

~~24.E.1.(c) Landscape and Irrigation Maintenance Schedule (section 24.L).~~

~~24.E.1.(d) Landscape Installation Report (section 24.K). Shall be submitted following installation of landscaping materials and irrigation hardware.~~

~~24.E.1.(e) Water Budget Calculations (Section 24.I). Not required if plant type restriction option (section 24.F.1.(a)) is utilized.~~

~~24.E.1.~~(c~~f~~) Soil ~~Analysis~~ Management Report (S~~s~~ection 23.H~~4.J~~); ~~Only required when requested by City as a condition of permit approval.~~

~~24.E.1.~~(d~~g~~) Landscape ~~Audit Report~~Design Plan (Section 2~~4.O~~3.I);

(e) Irrigation Design Plan (Section 23.J); and

~~24.E.1.~~(f~~h~~) Grading Design Plan

~~24.E.2 The City shall:~~

~~24.E.2.(a) Provide the project applicant with the Landscape Project Application and Documentation Package requirements~~

~~24.E.2.(b) Provide procedures for permits, plan checks, design reviews, or new or expanded water service;~~

~~24.E.2.(c) Issue or approve a permit, plan check or design review that complies with the approved Landscape Project Application or approve a new or expanded water service application that complies with the approved Landscape Project Application;~~

~~24.E.3 The Project Applicant shall:~~

~~24.E.3.(a) Prior to construction, submit all portions of the Landscape Project Application, except the Landscape Audit Report~~

~~24.E.3(b) (1) receive a permit or approval of the plan check or design review and record the date of the permit in the Certificate of Completion; and (2); along with the record drawings, and other information to the property owner or his/her designee~~

~~24.F DEMONSTRATION OF LANDSCAPE WATER EFFICIENCY~~

~~24.F.1 Applicants of projects subject to these rules and regulations may choose one of the following two options to demonstrate that a landscape proposal meets water-efficiency goals.~~

24.F.1.(a) Plant Type restriction option: The plan, checklist and any accompanying documentation must demonstrate all of the following as a means of achieving water efficiency.

24.F.1.(a)(i) The total turf area shall not exceed 25% of the landscape area, or 1,250 square feet, whichever is lesser in area.

24.F.1.(a)(ii) Turf or high-water-using plants are prohibited outside of the allowed turf area.

24.F.1.(a)(iii) Within non-turf areas, at least 80% of the plants shall be native, low water-using or no-water using.

24.F.1.(a)(iv) All other applicable design criteria of Section 24.G, Water-Efficient Design Elements, shall be met.

24.F.1.(b) Water Budget option: Project applicants may elect to prepare a water budget calculation, per the provisions of Section 24.I, Water Efficient Design Checklist, as a means of demonstrating water efficiency.

23.G WATER EFFICIENT LANDSCAPE WORKSHEET

1. A Project Applicant shall complete the Water Efficient Landscape Worksheet in Appendix B which contains information on the Plant Factor, irrigation method, IE, and area associated with each Hydrozone. Calculations are then made to show that the ETAF for the Landscape Project does not exceed a factor of 0.55 for residential areas and 0.45 for non-residential areas, exclusive of Special Landscape Areas. The ETAF for a Landscape Project is based on the Plant Factors and irrigation methods selected. The MAWA is calculated based on the maximum ETAF allowed (0.55 for residential areas and 0.45 for non-residential areas) and expressed as annual gallons required. The ETWU is calculated based on the plants used and irrigation method selected for the landscape design. ETWU must be below the MAWA.

   (a) In calculating the MAWA and ETWU, a Project Applicant shall use the ETo values from the Reference ETo Table in Appendix A.

2. Water budget calculations shall adhere to the following requirements:

   (a) The Plant Factor shall be from WUCOLS or from horticultural researchers with academic institutions or professional associations as approved by the California Department of Water Resources (DWR).

   (b) All Water Features shall be included in the high water use Hydrozone and temporarily irrigated areas shall be included in the low water use Hydrozone.

   (c) All Special Landscape Areas shall be identified and their water use calculated as shown in Appendix B.

   (d) ETAF for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0.

WATER EFFICIENT LANDSCAPE ORDINANCE (Continued)

23.H SOIL MANGEMENT REPORT

1. In order to reduce Runoff and encourage healthy plant growth, a soil management report shall be completed by the Project Applicant, or their designee, as follows:
   - (a) Soil samples shall be submitted to a laboratory for analysis and recommendations.
     - (i) Sampling shall be conducted in accordance with laboratory protocol, including protocols regarding adequate sampling depth for the intended plants.
     - (ii) A soil analysis report shall include:
       - (1) Soil Texture
       - (2) Infiltration Rate determined by laboratory test or Soil Texture Infiltration Rate table
       - (3) pH
       - (4) total soluble salts
       - (5) sodium
       - (6) percent organic matter
       - (7) recommendations.
     - (iii) In projects with multiple landscape installations (i.e. production home Developments) a soil sampling rate of 1 in 7 lots or approximately 15% will satisfy this requirement. Large Landscape Projects shall sample at a rate equivalent to 1 in 7 lots.
2. The Project Applicant or his/hertheir designee shall comply with one of the following:
   - (a) If significant mass grading is not planned, the soil analysis report shall be submitted to the local agency as part of the Landscape Documentation Package; or
   - (b) If significant mass grading is planned, the soil analysis report shall be submitted to the Community Development Building Department as part of the Certificate of Completion.
3. The soil analysis report shall be made available, in a timely manner, to the professionals preparing the landscape design plans and irrigation design plans to make any necessary adjustments to the design plans.
4. The Pproject Aapplicant, or his/hertheir designee, shall submit documentation verifying implementation of soil analysis report recommendations to the Community Development Building Department with the Certificate of Completion.

23.I~~24.G~~ ~~WATER EFFICIENT~~LANDSCAPE DESIGN ~~ELEMENTS~~PLAN

~~24.G.~~1. ~~The elements of a~~A ~~l~~Landscape ~~p~~Project shall be designed to achieve water efficiency consistent with the intent of these Rules and Regulations. A landscape design plan meeting the following design criteria shall be submitted as part of the Landscape Documentation Package.

~~24.G.1.~~(a) Plant Material:

~~24.G.1.(a)~~(i) 10~~8~~0% of the plants in non-Turf Landscape Areas shall be very ~~native plants~~ low, low or moderate water using plants, or Native Plants, unless the Project Applicant develops a water budget and the ETWU of the landscaped area does not exceed the MAWA. Methods to achieve water efficiency shall include one or more of the following:

1. protection and preservation of native species and natural vegetation;

2. selection of water-conserving plant, tree and T~~t~~urf species, especially local N~~n~~ative P~~p~~lants;

3. selection of plants based on local climate suitability, disease, and pest resistance;

4. selection of trees based on applicable local tree ordinances or tree shading guidelines; size at maturity as appropriate for the planting area; ~~and~~

5. selection of plants from local and regional landscape program lists;

6. and selection of plants from local Fuel Modification Plan Guidelines.

~~-~~(ii) Plants with similar water needs shall be grouped within H~~h~~ydrozones with the exception of Hydrozones with plants of mixed water use, as specified in Section 23.J.1(b)(iv).

(iii) Plants shall be chosen and arranged appropriately based upon the site's climate, soil characteristics, sun exposure, wildfire susceptibility and topographical conditions ~~and other factors.~~ Methods to achieve water efficiency shall include one or more of the following:

1. use the Sunset Western Climate Zone System which takes into account temperature, humidity, elevation, terrain, latitude, and varying degrees of continental and marine influence on local climate;

2. recognize the horticultural attributes of plants to minimize damage to property or infrastructure, allow for adequate soil volume for healthy root growth; and

3. consider the solar orientation for plant placement to maximize summer share and winter solar gain.

WATER EFFICIENT LANDSCAPE ORDINANCE (Continued)

(iv) Turf shall not:

~~24.G.1.(a)(ii)~~1. be planted in Non-Residential Landscapes unless it is Functional Turf. Non-Functional Turf (Decorative Grass) is prohibited in non-residential and multifamily Landscape Projects. ~~The turf area shall not be more than, unless the project applicant develops a water budget per Section 24.I Water Budget Calculation.~~

2. ~~24.G.1.(a)(iii) Turf shall not~~ be planted on slopes greater than 25% where the toe of the slope is adjacent to an impermeable ~~h~~Hardscape and where 25% means one~~1~~ foot (1') of vertical elevation change for every four~~4~~ feet (4') of horizontal length (rise divided by run x 100 = slope percent)

3. have any portions ~~24.G.1.(a)(iv) No portions of turf areas shall be~~ less than eight feet wide.

4. exceed 25% of the Landscape Area, or 1,250 square feet, whichever is lesser in area.

(v) High Water Use Plants are prohibited.

~~24.G.1.(a)(vi) The horticultural attributes of plant species (e.g., mature plant size, invasive roots, structural attributes) shall be considered, in order to minimize the potential for damage to property or infrastructure (e.g., buildings, septic systems, sidewalks, power lines).~~

~~24.G.1.(a)~~(v~~i~~i) Fire-prone plant materials and highly flammable M~~m~~ulches are strongly discouraged. In designated wildland urban interface areas, plants shall be selected, arranged and maintained to provide defensible space for wildfire protection~~, in conformance with~~ per Public Resources Code Section 4291 (a) and (b).

~~24.G.1.(a)~~(v~~i~~ii) Installation of I~~i~~nvasive P~~p~~lants ~~species~~ such as those listed by the California Invasive Plant Council ~~shall be~~is prohibited.

1.~~24.G.1.(a)(ix)~~ Existing I~~i~~nvasive P~~p~~lants and N~~n~~oxious W~~w~~eeds within or adjacent to the proposed L~~l~~andscape A~~a~~rea shall be removed prior to installation, to minimize potential for spread into installation area.

(~~24.G.1.(a)(x)~~ viii) The architectural guidelines, conditions, covenants or restrictions of a C~~c~~ommon I~~i~~nterest D~~d~~evelopment shall not supersede this division. For example, a C~~c~~ommon I~~i~~nterest D~~d~~evelopment may not prohibit L~~l~~ow W~~w~~ater U~~u~~se P~~p~~lants, or include conditions that have the effect of restricting the use of L~~l~~ow W~~w~~ater U~~u~~se P~~p~~lants.

~~24.G.1.(a)(xi) High water use plants, characterized by a plant factor of 0.7 to 1.0 are prohibited on street medians~~

WATER EFFICIENT LANDSCAPE ORDINANCE (Continued)

~~24.G.1.(b) Irrigation System: An irrigation system shall meet all of the requirements listed in this section and the manufacturers' recommendations. The irrigation system and its related components shall be planned and designed to allow for proper installation, management and maintenance. In addition:~~

~~24.G.1.(b)(i) The irrigation system shall be designed to prevent runoff, low head drainage, overspray, or other similar conditions.~~

~~24.G.1.(b)(ii) Irrigation systems shall be designed, maintained and managed to meet or exceed an average landscape irrigation efficiency of 70%.~~

~~24.G.1.(b)(iii) Low-volume irrigation shall be required in mulched areas, in areas with slope greater than 25%, or in any narrow or irregularly shaped areas that are less than ten (10) feet in width in any direction. Irrigation emitters within 24 inches of a non-permeable surface shall be either low-volume, or designed to preclude wasteful overspray and runoff.~~

~~24.G.1.(b)(iv) The irrigation hardware for each hydrozone shall include a separate valve. Where feasible, trees shall be placed on separate valves from shrubs, groundcovers, and other plant types.~~

~~24.G.1.(b)(v) Automatic irrigation controllers utilizing either evapotranspiration or soil moisture sensor data for irrigation scheduling are required.~~

~~24.G.1.(b)(vi) Sensors (rain, freeze, wind, etc.), either integral or auxiliary, that suspend or alter irrigation operation during unfavorable weather conditions shall be required on all irrigation systems.~~

~~24.G.1.(b)(vii) Whenever possible, landscape irrigation shall occur between the hours of 6:00 p.m. and 10:00 a.m., unless climatic conditions or unfavorable weather (e.g. high wind, extreme temperature) prevents it or otherwise renders irrigation unnecessary. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.~~

~~24.G.1.(c) Soil, conditioning, and mulching:~~

~~24.G.1.(c)(i) At the time of installation, a minimum of eight (8) inches of non-compacted topsoil shall be available for water absorption and root growth in planted areas. The City may waive this requirement where a landscape professional has determined that practical limitations (e.g., slope, other geotechnical factors) necessitate a lesser soil depth that is viable for the chosen plant materials.~~

~~24.G.1.(c)(ii) Soil amendments, such as compost or fertilizer, shall be appropriately added according to the soil conditions at the project site and based on what is appropriate for the selected plants.~~

WATER EFFICIENT LANDSCAPE ORDINANCE (Continued)

24.G.1.(c)(v) Prior to planting of any materials, compacted soils shall be transformed to a friable condition. On engineered slopes, only amended planting holes need meet this requirement.

24.G.1.(d) Hydrozones:

24.G.1.(d)(i) Hydrozones shall group plant materials of similar water use, and shall generally demarcate areas of similar slope, sun exposure, soil, and other site conditions appropriate for the selected plants.

24.G.1.(d)(ii) The flow of water to each hydrozone shall be controlled by a separate valve.

24.G.1.(d)(iii) Sprinkler heads and other emission devices shall be selected based on what is appropriate for the plant type within that hydrozone.

24.G.1.(d)(iv) Within a hydrozone, low and moderate water use plants may be mixed, but all plants within that hydrozone shall be classified as moderate water use for MAWA calculations. High water use plants shall not be mixed with low or moderate water use plants.

24.G.1.(be) Water Features:

24.G.1.(e)(i) Recirculating water systems shall be used for Wwater Ffeatures.

24.G.1.(e)(ii) Where available, Rrecycled Wwater shall be used for decorative Wwater Ffeatures.

(iii) The wet surface area of any Wwater Ffeature shall be counted as an area ofincluded in the high water use Hydrozone area of the plants for purposes of a water budget calculation, except as provided in 24.G.1.(e)(iii), below.

24.G.1.(e)(iii)The wet surface area of a pool or spa with a cover shall be counted as an area of medium water use plants for purposes of a water budget calculation.

24.G.1.(e)(iv) Swimming Pool and spa covers are required on any newly constructed Swimming Ppool or spa.

(c) Soil Preparation, Mulch and Amendments:

(i) Prior to planting of any materials, compacted soils shall be transformed to a Friable condition. On engineered slopes, only amended planting holes need meet this requirement.

(ii) Soil amendments shall be appropriately added according to the soil conditions at the project site and based on what is appropriate for the selected plants per Section 23.H.

(iii) For landscape installations, Ccompost at a rate of at least four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six inches (6") into the soil. Soils with greater than 6% organic matter in the top six inches (6") of soil are exempt from adding Compost and tilling.

WATER EFFICIENT LANDSCAPE ORDINANCE (Continued)

(iv) A minimum three-inch (3") layer of Mulch shall be applied on all exposed soil surfaces of planting areas, except in areas of Turf, creeping or rooting groundcovers or direct seeding application (e.g. hydro-seed). To provide habitat to beneficial insects and wildlife, up to 5% of the Landscape Area may be left without Mulch. Designated insect habitat must be included in the landscape design plan as such.

(v) Stabilizing M~~m~~ulching products shall be used on slopes that meet current engineering Standards.

(vi) The Mulching portion of the seed/Mulch slurry in hydro-seeded applications shall meet the Mulching requirement.

(vii) Organic Mulch materials made from recycled or post-consumer shall take precedence over inorganic materials or virgin forest products unless recycled or post-consumer material is not locally available. Organic Mulches are not required where prohibited by local Fuel Modification Plan Guidelines or other applicable local ordinance.

2. The landscape design ~~portion of the landscape and irrigation design~~ plan, at a minimum, shall:~~24.G.1.(e)(v) Recycled water shall be used for decorative water features where recycled water is made available, meets all applicable standards for those uses and is determined to be suitable and economically feasible.~~

~~24.H LANDSCAPE AND IRRIGATION DESIGN PLANS~~

~~24.H.1 Landscape and irrigation design plans are required of landscape projects larger than 500 square feet when associated with applications for [major project permit types, e.g., design review, grading permit, or use permit], and building permits for new dwellings. The landscape and irrigation design plan shall be prepared as follows:~~

~~24.H.1.(a) The landscape and irrigation design plans shall incorporate all applicable elements of Section 24.G Water Efficient Design Elements.~~

~~24.H.1.(c) The irrigation design portion shall be prepared by, and bear the signature of, a licensed landscape architect, certified irrigation designer, licensed landscape contractor, or any other person authorized by the State of California to design an irrigation system.~~

~~24.H.1.(d)(i) Provide basic project information, such as applicant name, site address, total landscape area and turf area (square feet), irrigation water source (e.g. municipal, well, recycled), and project contacts.~~

~~24.H.1.(d)(ii) Identify, in tabular form, all plants to be installed as part of the project. The table shall include the following:~~

~~Symbol (representing the plant on the plan).~~

~~Common name.~~

~~Botanical name.~~

~~Container size.~~

~~Quantity.~~

WATER EFFICIENT LANDSCAPE ORDINANCE (Continued)

Type (e.g. grass, forb, succulent, vine, shrub, tree).

Water-efficient species identification. All "Native" and "Low Water Use" plant species (defined in section 24.C Definitions) shall be so labeled.

Unique physical specifications of plants (e.g., bare-root, field-potted, multi-trunk), if applicable.

24.H.1.(d)(iii) The landscape and irrigation design plan shall include the following:

General notes, planting notes, plant layout based on size at maturity, species, and symbol legend.

Spacing of proposed plantings.

Topography

Trunk diameter of all existing trees whose trunk circumference is greater than 18.5 inches, measured 54 inches above grade.

Existing features to remain, such as trees, fencing, hardscape, etc.

Existing features to be removed.

Identification of pertinent site factors such as sun exposure, microclimate, property lines, buildings, underground/above-ground utilities, existing drainage features, etc.

Proposed grading. For earthwork exceeding 150 cubic yards, or for cuts or fills exceeding five vertical feet, a grading permit will be required.

Seed mix, if applicable.

(a24.H.1.(d)(iv) Delineate and label each hHydrozone; Designate the areas irrigated by number to each Irrigation vValve and assign a number to each valve. Use this valve number in the Hydrozone Information Table (seeper Appendix B Section A).

(b) 24.H.1.(d)(v) Identify each Hhydrozone as low water, moderate water, high water, or mixed (low/moderate) water use, as defined by WUCOLS;. Temporarily irrigated areas of the landscape shall be included in the low water use Hydrozone for the water budget calculations;

24.H.1.(d)(vi)(c) Identify special landscapeRecreational aAreas;

(d) Identify areas permanently dedicated to edible plants;

(e) Identify areas irrigated with Recycled Water;

24.H.1.(d)(vii)(f) Identify types of Mmulch and application depth;

(g24.H.1.(d)(viii)) Identify soil amendments, type and quantity;

(h) 24.H.1.(d)(ix)Identify type and wet surface area of Wwater Ffeatures;

(i24.H.1.(d)(x)) Identify Hhardscapes (Ppervious and Imnon-pervious); and

WATER EFFICIENT LANDSCAPE ORDINANCE (Continued)

(j) Identify location, installation details and 24-hour retention or infiltration capacity of any applicable Stormwater Best Management Practices that encourage onsite retention and infiltration of Stormwater. Project Applicants shall refer to the City's National Pollutant Discharge Elimination System (NPDES) Stormwater discharge Permit requirements and the Water Quality Control Board for additional applicable Stormwater technical requirements.

(k) Identify any applicable rain harvesting or catchment technologies as discussed in Section 23.S and their 24-hour retention or infiltration capacity;

(l) Identify any applicable Graywater discharge piping, system components and areas of distribution;

(m) 24.H.1.(d)(x) Contain the following statement: "I have complied with the criteria of the Potable and Recycled Water Service and UseSystem Rules and Regulations for the Water Conservation in LandscapingEfficient Landscape Ordinance and applied them for the efficient use of water in the landscape design plan." and;

(n) Bear the signature of a licensed Landscape Architect, licensed Landscape Contractor, or any other person authorized by the State of California to design a landscape. (See sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the Business and Professions Code, Section 832.27 of Title 16 of the California Code of Regulations, and Section 6721 of the Food and Agriculture Code.)

23.J IRRIGATION DESIGN PLAN

1. This section applies to landscaped areas requiring permanent irrigation, not areas that require temporary irrigation solely for the plant Establishment Period. For the efficient use of water, an irrigation system shall meet all of the requirements listed in this section and the manufacturers' recommendations. The irrigation system and its related components shall be planned and designed to allow for proper installation, management and maintenance. An irrigation design plan meeting the following design criteria shall be submitted as part of the Landscape Documentation Package.

(a) System:

24.H.1.(e)(i) Location, type and size of all components of the irrigation system, including controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, pressure regulators, and backflow prevention devices;

24.H.1.(e)(ii) Static water pressure at the point of connection to the public water supply;

WATER EFFICIENT LANDSCAPE ORDINANCE (Continued)

~~24.H.1(e)~~(i~~v~~) Landscape W~~w~~ater M~~m~~eters either a dedicated Water Service meter or private Submeter, shall be installed at all non-residential irrigated landscapes of 1,000 square feet but not more than 5,000 square feet (the level at which Water Code 535 applies) and residential irrigation landscapes of 5,000 square feet or larger. A Landscape Water Meter may be either:

(1) a Customer service meter dedicated to landscape use provided by the City; or

(2) a privately owned meter or Submeter.

(ii) Automatic Irrigation Controllers utilizing either evapotranspiration or Soil Moisture Sensor data using non-volatile memory shall be required for irrigation scheduling are required in all irrigation systems.

(iii) If the water pressure is below or exceeds the recommended pressure of the specified irrigation devices, the installation of a pressure regulating device is required to ensure that the dynamic pressure at each emission device is within the manufacturer's recommended pressure range for optimal performance.

(1) If the static pressure is above or below the required dynamic pressure of the irrigation system, pressure-regulating devices such as inline pressure regulators, booster pumps, or other devices shall be installed to meet the required dynamic pressure of the irrigation system.

(2) Static Water Pressure, dynamic or Operating Pressure, and flow reading of the water supply shall be measured at the point of connection. These pressure and flow measurements shall be conducted at the design stage. If the measurements are not available at the design stage, the measurements shall be conducted at installation.

(iv) Sensors (rain, freeze, wind, etc.), either integral or auxiliary, that suspend or alter irrigation operation during unfavorable weather conditions shall be required on all irrigation systems.

(v) Manual shut~~-~~off valves (such as a gate valve, ball valve or butterfly valve) shall be required as close as possible to the point of connection of the water supply, to minimize water loss in case of an emergency or routine repair.

(vi) Backflow Prevention Devices shall be required to protect the water supply from contamination by the irrigation system. A Project Applicant shall refer to the applicable local agency code (i.e., public health) for additional Backflow prevention requirements.

~~24.H.1(e)~~(v~~i~~i) Flow S~~s~~ensors that detect high flow conditions created by system damage or malfunction are required ~~(~~for N~~n~~on-R~~r~~esidential L~~l~~andscapes and R~~r~~esidential ~~l~~Landscapes of 5,000 square feet or larger~~)~~.

WATER EFFICIENT LANDSCAPE ORDINANCE (Continued)

~~24.H.1.(e)(vi)Flow rate (gallons per minute), application rate (inches per hour), and design operating pressure (pressure per square inch) for each station;~~

~~24.H.1.(e)~~(vii) Master ~~shut-off v~~Valves are required for all projects except landscapes that make use of technologies that allow for the individual control of ~~sprinklers~~ Spray Heads that are individually pressurized in a system equipped with low pressure shutdown features.

(ix) The irrigation system shall be designed to prevent R~~r~~unoff, low head drainage, O~~o~~verspray, or other similar conditions where irrigation water flows onto non targeted areas such as adjacent property, non-irrigated areas, Hardscapes, roadways or structures.

(x) Relevant information from the soil management plan, such as soil type and Infiltration Rate, shall be utilized when designing irrigation systems.

(xi) The design of the irrigation system shall conform to the Hydrozones of the landscape design plan.

(xii) The irrigation system must be designed and installed to meet, at a minimum, the IE criteria as described in Section 23.G regarding the Maximum Applied Water Allowance.

(xiii) All irrigation emission devices must meet the requirements set in the ANSI standard, ASABE/ICC 802-2014. "Landscape Irrigation Sprinkler and Emitter Standard," All Sprinkler Heads installed in the landscape must document a Distribution Uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.

(xiv) It is the Project Applicant's responsibility to inquire with the City about peak water operating demands (on the water supply system) and water restrictions that may impact the effectiveness of the irrigation system.

(xv) In Mulched planting areas, the use of Low Volume Irrigation is required to maximize water infiltration into the root zone.

(xvi) Sprinkler Heads and other emission devices shall have matched precipitation rates, unless otherwise directed by the manufacturer's recommendations.

(xvii) Head to head coverage is recommended. However, sprinkler spacing shall be designed to achieve the highest possible Distribution Uniformity using the manufacturer's recommendations.

(xviii) Swing joints or other riser-protection components are required on all risers subject to damage that are adjacent to Hardscapes or in high traffic areas of Turf.

(xix) Check Valves or Anti-Drain Valves are required on all Sprinkler Heads where low point drainage could occur.

WATER EFFICIENT LANDSCAPE ORDINANCE (Continued)

(xx) Areas less than ten feet (10') in width in any direction shall be irrigated with subsurface irrigation or other means that produces no R~~r~~unoff or ~~o~~Overspray.

(xxi) Overhead Spray Irrigation shall not be permitted within 24 inches (24") of any non-permeable surface. Allowable irrigation within the setback from non-permeable surfaces may include drip, drip line, or other low flow non-spray technology. The setback area may be planted or unplanted. The surfacing of the setback may be Mulch, gravel, or other porous material. These restrictions may be modified if:

1. the Landscape Area is adjacent to permeable surfacing and no R~~r~~unoff occurs; or

2. the adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping; or

3. the irrigation designer specifies an alternative design or technology as part of the Landscape Documentation Package and clearly demonstrates strict adherence to irrigation system design criteria in Section 23.J.1(a)(xii). Prevention of Overspray and Runoff must be confirmed during the Irrigation Audit.

(xxii) Slopes greater than 25% shall not be irrigated with an irrigation system with a application rate exceeding 0.75 inches (0.75") per hour. This restriction may be modified if the landscape designer specifies an alternative design or technology, as part of the Landscape Documentation Package, and clearly demonstrates no Runoff or erosion will occur. Prevention of Runoff and erosion must be confirmed during the Irrigation Audit.~~24.H.1.(e)(viii)Irrigation schedule;~~

(b) Hydrozones:

(i) Each Irrigation Valve shall irrigate a Hydrozone with similar site, slope, sun exposure, soil conditions and plant materials with similar water use.

(ii) Spr~~inkler~~ay H~~h~~eads and other emission devices shall be selected based on what is appropriate for the plant type within that Hydrozone.

(iii) Where feasible, trees shall be placed on separate Irrigation Valves from shrubs, groundcovers, and other plant types. The mature size and extent of the root zone shall be considered when designing irrigation systems for the tree.

(iv) Within a Hydrozone, Low and Moderate Water Use Plants may be mixed, but all plants within that Hydrozone shall be classified as Moderate Water Use Plants for MAWA calculations.

(v) High Water Use Plants are prohibited and shall not be mixed with Low or Moderate Water Use Plants.

(vi) On the landscape design plan and irrigation design plan, Hydrozone areas shall be designated by number letter or other designation. On the irrigation design plan, designate the areas irrigated by each Irrigation Valve and assign a number to each; use this number in the Hydrozone Information Table (see Appendix B Section A). This table can also assist with the Irrigation Audit and programming the controller.

2. The irrigation design portion of the landscape and irrigation design plan, at a minimum, shall contain:

(a) Location and size of separate water meters for landscape (if applicable);

(b) Location, type and size of all components of the irrigation system, including controllers, Main and Lateral Lines, Irrigation Valves, Sprinkler Heads, Soil Moisture Sensors, rain switches, quick couplers, pressure regulators, and Backflow Prevention Devices;

(c) Static Water Pressure at the point of connection to the public water supply;

(d) Flow Rate (gallons per minute), application rate (inches per hour), and design Operating Pressure for each Station;

(e) Recycled Water irrigation systems as specified in Section 23.Q.

(f) The following statement: "I have complied with the criteria of the Water Service and Use Rules and Regulations for Water Conservation in Landscaping and applied them accordingly for the efficient use of water in the irrigation design plan."

(g) The signature of a licensed Landscape Architect, Certified Irrigation Designer, licensed Landscape Contractor, or any other person authorized by the State of California to design an irrigation system. (See Sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the Business and Professions Code, Section 832.27 of Title 16 of the California Code of Regulations, and Section 6721 of the Food and Agricultural Code.)

23.K GRADING DESIGN PLAN

1. For the efficient use of water, grading of a project site shall be designed to minimize soil erosion, Runoff and water waste. A grading plan shall be submitted as part of the Landscape Documentation Package. A comprehensive grading plan prepared by a civil engineer for other City Permits satisfies this requirement.

(a) The Project Applicant shall submit a landscape grading plan that indicates finished configurations and elevations of the Landscape Area including:

(i) height of graded slopes;

(ii) drainage patterns;

(iii) pad elevations;

(iv) finish grade; and

(v) Stormwater retention improvements, if applicable.

(b) To prevent excessive erosion and Runoff, it is highly recommended that Project Applicants:

(i) grade so that all irrigation and normal rainfall remains within property lines and does not drain onto non-permeable Hardscapes;

(ii) avoid disruption of natural drainage patterns and undisturbed soil; and

(iii) avoid soil compaction in Landscape Areas.

(c) Grading shall meet all applicable requirements of the City. A geotechnical engineer shall be consulted prior to the installation of landscaping materials and irrigation hardware on slopes greater than 50%, or in any areas where slope stability may be compromised.

(d) Proposed grading. For earthwork exceeding 150 cubic yards, or for cuts or fills exceeding five vertical feet, a grading Permit is required.

(e) The grading design plan shall contain the following statement: "I have complied with the criteria of the ordinance and applied them accordingly for the efficient use

23.L CERTIFICATE OF COMPLETION

1. The Certificate of Completion (see Appendix C for sample certificate) ~~Project Information sheet~~ shall include the following six (6) elements:

(a) Project Information sheet contains:

(i) Date

(ii) Project name

(iii) Project Applicant name, telephone, and mailing address;

(iv) Project address and location; and

(v) Property Owner name, telephone, and mailing address;

(b) Certification by either the signer of the landscape design plan, the signer of the irrigation design plan, or the licensed Landscape Contractor that the Landscape Project has been installed per the approved Landscape Documentation Package;

(i) Where there have been significant changes made in the field during construction, these "As-Builts" or Record Drawings shell be included with the certification;

(ii) A diagram of the irrigation plan showing Hydrozones shall be kept with the irrigation controller for subsequent management purposes.

(c) Irrigation scheduling parameters used to set the controller (Section 24.M.);

(d) Landscape Irrigation Maintenance Schedule (Section ~~24.L~~23.N.);

(e) Irrigation Audit ~~Report~~, Survey and Water Use Analysis (Section 2~~3~~4.O.);

(f) Soil analysis report, if not submitted with Landscape Documentation Package, and documentation verifying implementation of soil report recommendations (Section 23.H.).

2. The Project Applicant shall:

(a) Submit the signed Certificate of Completion to the Building Department for review;

(b) Ensure that copies of the approved Certificate of Completion are submitted to Water & Sewer Utilities and property Owner or ~~his/her~~their designee.

3. The Building Department ~~City of Santa Clara~~ shall:

(a) Receive the signed Certificate of Completion from the Project Applicant;

(b) Approve or deny the Certificate of Completion. If the Certificate of Completion is denied, the Building Department shall provide information to the Project Applicant regarding reapplication, appeal; or other assistance.

23.M IRRIGATION SCHEDULING

1. For the efficient use of water, all irrigation schedules shall be developed, managed and evaluated to utilize the minimum amount of water required to maintain plant health. Irrigation schedules shall meet the following criteria:

(a) Irrigation schedul~~es~~ing shall be regulated by Automatic Controllers.

(b) ~~Whenever possible, I~~Landscape irrigation shall occur between the hours of 6:00 p.m. and 9~~10~~:00 a.m., unless climatic conditions or unfavorable weather (e.g. high wind, extreme temperature) prevents it or otherwise renders irrigation unnecessary. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.

(c) For implementation of the irrigation schedule, particular attention must be paid to irrigation run times, emission devices, Flow Rate, and current ETo, so that Applied Water meets the Estimated Total Water Use. Total annual Applied Water shall be less than or equal to Maximum Applied Water Allowance (MAWA). Actual irrigation schedules shall be regulated by Automatic Irrigation Controllers using current evapotranspiration data (e.g., CIMIS) or Soil Moisture Sensor data.

(d) Parameters used to set the Automatic Controller shall be developed and submitted for each of the following:

(i) plant Establishment Period;

(ii) Established Landscape; and

(iii) temporarily irrigated areas.

(e) Each irrigation schedule shall consider for each Station all of the following that apply:

(i) irrigation interval;

(ii) irrigation run times;

(iii) number of cycle starts required for each irrigation event to avoid Runoff;

(iv) amount of Applied Water scheduled to be applied on a monthly basis;

(v) application rate setting;

(vi) root depth setting;

(vii) plant type setting;

(viii) soil type;

(ix) slope factor setting;

(x) shade factor setting; and

(xi) irrigation uniformity or efficiency setting.

~~24.H.1.(e)(ix)Location and size of separate water meters for landscape (if applicable); and,~~

~~24.H.1.(e)(x)The following statement: "I have complied with the criteria of the Water Service and Use Rules and Regulations for Water Conservation in Landscaping and applied them accordingly for the efficient use of water in the irrigation design plan."~~

~~24.H.1.(f) Grading. If the landscape project area will be graded, then, at a minimum, grading contours and quantities shall be shown on the landscape design plan. Grading shall meet all applicable requirements of the City. A geotechnical engineer should be consulted prior to the installation of landscaping materials and irrigation hardware on slopes greater than 50%, or in any areas where slope stability may be compromised.~~

~~24.H.1.(g) Storm Water Management. Storm water best management practices shall be incorporated as appropriate into the landscape installation, the details of which shall be shown on the landscape design plan. Practices that increase rainwater capture and retention are encouraged. Installation shall be subject to the City's National Pollutant Discharge Elimination System (NPDES) storm water discharge permit requirements.~~

~~24.I WATER BUDGET CALCULATION~~

~~24.I.1. A Project applicant shall complete a water budget calculation for the landscape project as required per section 24.F Demonstration of Landscape Efficiency. A water budget must be completed by a certified professional who is authorized by the State of California to complete a water budget. Water budget calculations shall adhere to the following requirements:~~

WATER EFFICIENT LANDSCAPE ORDINANCE (Continued)

~~24.I.1.(a) The plant factor used shall be from WUCOLS. The plant factor ranges from 0.0 to 0.1 for very low water using plants, 0.1 to 0.3 for low water use plants, from 0.4 to 0.6 for moderate water use plants, and from 0.7 to 1.0 for high water use plants.~~

~~24.I.1.(b) The wet surface area of a water feature shall be counted as an area of high water using plants for purposes of a water budget calculation, except as provided in section 24.I.1(c), below.~~

~~24.I.1.(c) The wet surface area of a pool or spa with a cover shall be counted as an area of medium water using plants for purposes of a water budget calculation.~~

~~24.I.1.(d) Where low and moderate water use plants are be mixed within a single hydrozone, the entire hydrozone area shall be classified as moderate water use for purposes of a water budget calculation. All water features shall be included in the high water use hydrozone and temporarily irrigated areas shall be included in the flow water use hydrozone. High water use plants shall not be mixed with low or moderate water use plants.~~

~~24.I.1.(e) All special landscape areas shall be identified and their water use included in the water budget calculations.~~

~~24.I.1.(f) The reference evapotranspiration adjustment factor (ETAF) for special landscape areas shall not exceed 1.0. The ETAF for the remaining landscaped area shall not exceed 0.55 for residential areas and 0.45 for non-residential areas.~~

~~24.I.1.(g) Irrigation system efficiency shall be greater than or equal to 70%.~~

~~24.I.1.(h) Maximum Applied Water Allowance (MAWA) shall be calculated using the equation below:~~

~~For Residential Areas:~~

~~MAWA = (ETo) (0.62) [(0.55 x LA) + (0.45 x SLA)]~~

~~For Non-Residential Areas:~~

~~MAWA = (ETo) (0.62) [(0.45 x LA) + (0.55 x SLA)]~~

~~Where:~~

~~MAWA = Maximum Applied Water Allowance~~

~~(gallons per year)~~

~~ETo = Reference Evapotranspiration (inches per year)~~

~~0.62 = Conversion Factor (acre-inches to gallons)~~

~~0.55 = Reference Evapotranspiration Adjustment Factor for residential areas~~

~~0.45 = Reference Evapotranspiration Adjustment Factor for non-residential areas~~

~~LA = Landscape Area including SLA (square feet)~~

~~0.45 = Additional Water Allowance for SLA in residential areas~~

~~0.55 = Additional Water Allowance for SLA in non-residential areas~~

~~SLA = Special Landscape Area (square feet)~~

~~24.I.1.(i) A project applicant may consider effective precipitation (25% of annual precipitation) in tracking water use and may use the following equation to calculate the MAWA:~~

~~MAWA = (ETo - Eppt) (0.62) [(0.55 x LA) + (0.45 x SLA)] for residential areas~~

~~MAWA = (ETo - Eppt) (0.62) [(0.45 x LA) + (0.45 x SLA)] for non-residential areas~~

~~ETo values from the Reference Evapotranspiration Table in Appendix A shall be used in calculating the Maximum Applied Water Allowance (MAWA) and Estimated Total Water Use (ETWU)~~

~~24.I.1.(j) Estimated Total Water Use (ETWU) shall be calculated for each hydrozone using the equation below. The sum of the ETWU calculated for all hydrozones shall not exceed the MAWA.~~

~~Where:~~

~~ETWU = Estimated Total Water Use per year (gallons)~~

~~ETo = Reference Evapotranspiration (inches)~~

~~PF = Plant Factor from WUCOLS~~

~~HA = Hydrozone Area~~

~~[high, medium, and low water use areas] (square feet)~~

~~SLA = Special Landscape Area (square feet)~~

~~0.62 = Conversion Factor~~

~~IE = Irrigation Efficiency (minimum 0.70)~~

~~24.J SOIL ANALYSIS~~

~~24.J.1. In order to reduce runoff and encourage healthy plant growth, The City shall have discretion to require soil analysis as a condition of approval for any [major project permit types, e.g., grading permit, or use permit], where a landscape project submittal is required (Appendix E).~~

~~24.J.2 A soil analysis report shall document the various characteristics of the soil (e.g. texture, infiltration rate, pH, soluble salt content, percent organic matter, etc), and provide recommendations for amendments as appropriate to optimize the productivity and water efficiency of the soil. Soil samples shall be submitted to a laboratory for analysis and recommendations. Sampling shall be conducted in accordance with laboratory protocol, including protocols regarding adequate sampling depth for the intended plants. The soil analysis report shall be made available to the professionals preparing the landscape and irrigation design plans in a timely manner either before or during the design process. A copy of the soils analysis report shall be submitted to the City as part of the landscape documentation package.~~

~~24.J.3 In projects with multiple landscape installations (i.e. product home developments) a soil sampling rate of 1in 7 lots or approximately 15% will satisfy this requirement. Large landscape projects shall sample at a rate equivalent to 1 in 7 lots.~~

~~24.J.4 The project applicant or his/her designee shall comply with one of the following:~~

~~24.J.4.(a) If significant mass grading is not planned, the soil analysis report shall be submitted to the local agency as part of the Landscape Documentation; or~~

~~24.J.4.(b) If significant mass grading is planned, the soil analysis report shall be submitted to the local agency as part of the Certificate of Completion~~

~~24.J.4.(c) The soil analysis report shall be made available, in a timely manner, to the professionals preparing the landscape design plans and irrigation design plans to make any necessary adjustments to the design plans.~~

~~24.J.4.(d) The project applicant, or his/her designee, shall submit documentation verifying implementation of soil analysis report recommendations to the local agency with the Certificate of Completion.~~

~~24.K. LANDSCAPE INSTALLATION REPORT~~

~~24.K.1. A Landscape installation assessment for new or rehabilitated landscapes shall be conducted by a certified landscape professional after the landscaping and irrigation system have been installed. The findings of the assessment shall be consolidated into a Landscape Installation Report.~~

~~24.K.1.(a) The Landscape Installation Report shall include, but is not limited to: inspection to confirm that the landscaping and irrigation system were installed as specified in the landscape and irrigation design plan, system tune-up, system test with distribution uniformity, reporting overspray or run off that causes overland flow, and preparation of an irrigation schedule.~~

~~24.K.1.(b) The Landscape Installation Report shall include the following statement: "The landscape and irrigation system has been installed as specified in the landscape and irrigation design plan and complies with the criteria of the Water Service Rules and Regulations for Water Conservation in Landscaping."~~

~~24.K.1.(c) The City of Santa Clara shall administer ongoing programs that may include, but not be limited to, post-installation landscape inspection, irrigation water use analysis, irrigation audits, irrigation surveys and water budget calculations to evaluate compliance with the MAWA.~~

~~24.L~~23.N LANDSCAPE AND IRRIGATION MAINTENANCE

~~24.L.~~1. Landscapes shall be maintained to ensure successful establishment following installation, and to ensure water use efficiency consistent with these Rules and Regulations. A maintenance schedule shall be established and submitted to the City ~~either~~ with the ~~landscape application package, with the Landscape Installation Report, or any time before the landscape installation report is submitted~~Certificate of Completion. Maintenance contract documentation shall be provided to the City if so requested.

2.~~24.L.1.(a)~~ Maintenance shall include, but not be limited to the following: routine inspection; auditing, pressure testing, adjustment and repair of the irrigation system; aerating and de-thatching T~~t~~urf areas; replenishing M~~m~~ulch; fertilizing; pruning; replanting of failed plants; weeding; pest control; and removing obstructions to emission devices. Operation of the irrigation system outside the normal watering window is allowed for auditing and maintenance.

3. Repair of all irrigation equipment shall be done with the originally installed components or their equivalents or with components with greater efficiency.

4. A Project Applicant is encouraged to implement Established Landscape industry sustainable Best Practices for all landscape maintenance activities.

5. ~~24.L.1.(b)~~ Failed plants shall be replaced with the same or functionally equivalent plants that may be size-adjusted as appropriate for the stage of growth of the overall installation. Failing plants shall either be replaced, or be revived through appropriate adjustments in water, nutrients, pest control or other factors as recommended by a landscaping professional.

~~24.L.2. For implementation of the irrigation schedule, particular attention must be paid to irrigation run times, emission devices, flow rate, and current reference evapotranspiration, so that applied water meets the Estimated Total Water Use. Total annual applied water shall be less than or equal to Maximum Applied Water Allowance (MAWA). Actual irrigation schedules shall be regulated by automatic irrigation controllers using current evapotranspiration data or soil moisture sensor data.~~

~~24.L.3. Parameters used to set the automatic controller shall be developed and submitted for each of the following:~~

24.L.3.(a) Plant establishment period; established landscape; and temporarily irrigated areas

24.L.4. Each irrigation schedule shall consider for each station all of the following that apply:

24.L.4.(a) irrigation interval; irrigation run times,; number of cycle starts required for each irrigation event to avoid run off; amount of applied water scheduled to be applied on a monthly basis; application rate setting; root depth setting; plant type setting; soil type; slope factor setting; shade factor setting; and irrigation uniformity or efficiency setting.

24.M LANDSCAPE PROJECT REFERRAL 23.O IRRIGATION AUDIT, SURVEY AND WATER USE ANALYSIS

24.M.1. All landscape Irrigation Audits shall be conducted by a third-party Certified Landscape Irrigation Auditor. Landscape Irrigation Audits shall not be conducted by the person who designed the landscape or installed the landscape. The City shall refer the Llandscape project dDocumentsation Package to any City department or outside agency whose interests or area of expertise warrants their participation in the review process. Referral agencies may include, but are not limited to, Santa Clara Valley Water District and Santa Clara Fire Department.

2. In large projects or projects with multiple landscape installations (i.e. production home Developments) an auditing rate of 1 in 7 lots or approximately 15% will satisfy this requirement.

3. For New Construction and Rehabilitated Landscape Projects installed after December 1, 2015, as described in Section 23.B:

   (a) The Project Applicant shall submit an Irrigation Audit Landscape Installation Report with the Certificate of Completion to Water & Sewer Utilities that shall include, but is not limited to: inspection to confirm that the landscaping and irrigation system were installed as specified in the landscape and irrigation design plan, system tune-up, system test with Distribution Uniformity, reporting Overspray or Runoff that causes overland flow, and preparation of an irrigation schedule, including configuring irrigation controllers with application rate, soil types, Plant Factors, slope, exposure and any other factors necessary for accurate programming;

   (b) The City of Santa Clara shall administer ongoing programs that may include, but not be limited to, Irrigation Water Use Analysis, Irrigation Audits, Irrigation Surveys and water budget calculations to evaluate compliance with the MAWA.

23.P IRRIGATION EFFICIENCY

For the purpose of determining Estimated Total Water Use, average IE is assumed to be 0.75 for Overhead Spray Devices and 0.81 for Drip System devices.

~~**24.N LANDSCAPE PROJECT REVIEW FEE**~~

~~24.N. A landscape project review fee shall be required by the schedule of fees established by resolution of the City Council.~~

~~**24.O AUDIT OF EXISTING LANDSCAPES**~~

~~24.O.1. This section shall apply to all existing landscapes that were installed before the effective date of this Ordinance and are over one acre in size. The City shall be authorized to require audits to evaluate water use on established landscapes larger than one acre. Such audit may be also be initiated as a coordinated effort between the City and a water purveyor (e.g., Santa Clara Valley Water District, as part of the Water District's established outdoor water conservation programs). When such audit is required, it must be completed by a certified landscape irrigation auditor. All existing landscapes over one acre in size, even if installed before the enactment of this Ordinance, shall maintain landscape irrigation facilities to prevent water waste and runoff.~~

~~24.O.2. Following the findings and recommendations of the certified landscape irrigation auditor, the City may require adjustments to irrigation usage, irrigation hardware, and/or landscape materials to reduce irrigation water use. Landscape renovation or rehabilitation resulting from such audit activity shall be considered a Landscape Project, and shall be subject to applicable document submittal requirements of Section 24.E Components of Landscape Project Submittal.~~

~~24.O.3. For established landscapes that have dedicated irrigation meters, the maximum applied water allowance (MAWA) shall be calculated as follows:~~

~~MAWA= (ETo) (0.62) (LA) (0.8)~~

~~Where:~~

~~MAWA = Maximum Applied Water Allowance (gallons per year)~~

~~ETo = Reference Evapotranspiration (inches per year)~~

~~0.62 = Conversion Factor (acre-inches to gallons)~~

~~LA = Landscape Area (square feet)~~

~~0.7 = Reference Evapotranspiration Adjustment Factor (ETAF)~~

~~24.O.4 Water Waste Prevention~~

~~24.O.4.(a) Restrictions regarding overspray and runoff may be modified if:~~

~~24.O.4.(a)(i) The landscape area is adjacent to permeable surfacing and no run off occurs; or~~

~~24.O.4.(b)(ii) the adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping.~~

24.O.5. The Landscape Audit Report shall include the following statement: "The landscape and irrigation system has been installed as specified in the Landscape and Irrigation Design Plan and complies with the criteria of the Ordinance and the permit."

2324.Q RECYCLED WATER

24.Q.1. The installation of Rrecycled Wwater irrigation systems shall allow for the current and future use of rRecycled Wwater

24.Q.2. All Rrecycled Wwater irrigation systems shall be designed and operated in accordance with all applicable local and state laws

24.Q.3. Landscapes using Rrecycled Wwater are considered Special Landscape Areas. The ET Adjustment Factor for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0

23.R GRAYWATER SYSTEMS

Graywater systems for onsite landscape irrigation promote the efficient use of water and are required for New Construction and shower or laundry additions or alterations for single-family buildings. All Graywater systems shall conform to the California Plumbing Code (Title 24, Part 5, Chapter 16) and any applicable local ordinance Standards. Refer to Section 23.B.3. for the applicability of this ordinance to Landscape Areas less than 2,500 square feet with the ETWU met entirely by Graywater.

23.S STORMWATER MANAGEMENT AND RAINWATER RETENTION

1. Stormwater management practices minimize Runoff and increase infiltration which recharges groundwater and improves water quality. Stormwater Best Management Practices shall be incorporated as appropriate into the landscape installation, the details of which shall be shown on the landscape design plan. Practices that increase rainwater capture and retention are encouraged.
2. Project Applicants shall refer to the City's National Pollutant Discharge Elimination System (NPDES) Stormwater discharge Permit requirements and the Regional Water Quality Control Board for information on any additional applicable Stormwater technical requirements.
3. All planted Landscape Areas are required to have Friable soil to maximize water retention and infiltration. Refer to Section 23.I.1.(c).
4. In addition to the requirements set forth in the NPDES Permit, and where not already mandated, it is strongly recommended that Landscape Areas be designed for capture and infiltration capacity that is sufficient to prevent Runoff from Impervious surfaces (i.e. roof and paved areas) from either: the one-inch (1"), 24-hour rain event or the 85th percentile, 24-hour rain event, and/or additional capacity as required by any applicable local, regional, state or federal regulation.

5. In addition to the requirements set forth in the NPDES Permit, and where not already mandated, it is strongly recommended that Stormwater projects incorporate one or more of the following elements to improve onsite Stormwater and dry weather Runoff capture and use:

   (a) Grade Impervious surfaces, such as driveways, during construction to drain to vegetated areas.

   (b) Minimize the area of Impervious surfaces such as paved areas, roof and concrete driveways.

   (c) Incorporate Pervious or porous surfaces (e.g., gravel, permeable pavers or blocks, Pervious or porous concrete) that minimize Runoff.

   (d) Direct Runoff from paved surfaces and roof areas into planting beds or landscaped areas to maximize site water capture and reuse.

   (e) Incorporate rain gardens, cisterns, and other rain harvesting or catchment systems.

   (f) Incorporate infiltration beds, swales, basins and drywells to capture Stormwater and dry weather Runoff and increase percolation into the soil.

   (g) Consider constructed wetlands and ponds that retain water, equalize excess flow, and filter pollutants.

24.R ENVIRONMENTAL REVIEW

24.R.1. The City must comply with the California Environmental Water Quality (CEQA), as appropriate

24.S23.T PUBLIC EDUCATION

24.S.1. Publications: Education is a critical component to promote the efficient use of water in landscapes. The use of appropriate principles of design, installation, management, and maintenance to save water is encouraged. in the community.

   (a) -The City shall provide information to all Project aApplicants regarding the design, installation, management and maintenance of water-efficient landscapes and irrigation systems. This shall include, and is not limited to, promoting the use of Rrecycled Wwater and the efficient use of water through water conservation incentive programs offered by the City or the Santa Clara Valley Water District.

24.S.2. All model homes that are landscaped shall have signs installed that provide information on the principles of water-efficient landscaping described in these Rules and Regulations:

WATER EFFICIENT LANDSCAPE ORDINANCE (Continued)

(a) Signs shall be used to identify the model as an example of a water efficient landscape featuring elements such as Hydrozones, irrigation equipment, and others that contribute to the overall water efficient theme. Signage shall include information about the site water use as designed per these Rules and Regulations, specify who designed and installed the water efficient landscape, and demonstrate low water use approaches to landscaping such as using Native Plants, Graywater systems, and rainwater catchment systems.

(b) Information shall be provided about designing, installing, managing, and maintaining water efficient landscapes.

23.U ENVIRONMENTAL REVIEW

The City must comply with the California Environmental Water Quality (CEQA), as appropriate.

24.T PENALTIES

24.T.1 Non-compliance with any applicable provision of the Water Service and Use Rules and Regulations shall constitute a violation of the City Code shall be subject to enforcement action and/or permit revocation.

23.V IRRIGATION AUDIT, SURVEY AND WATER USE ANALYSIS OF EXISTING LANDSCAPES

1. This section shall apply to all existing landscapes that were installed before the effective date of this Ordinance December 1, 2015 and are over one acre in size. The City shall be authorized to require audits to evaluate water use on existing landscapes larger than one acre. Such audit may be also be initiated as a coordinated effort between the City and a Local Water Purveyor (e.g., Santa Clara Valley Water District, as part of the Water District's established outdoor water conservation programs).

   (a) For existing landscapes in 23.V.1. that have dedicated irrigation meters, the City shall administer programs that may include, but are not limited to, irrigation water use analyses, Irrigation Surveys, and Irrigation Audits to evaluate water use and provide recommendations as necessary to reduce landscape water use to a level that does not exceed the Maximum Applied Water Allowance for existing landscapes. The maximum Applied Water allowance (MAWA) for existing landscapes shall be calculated as follows: MAWA= (0.8) (ETo) (LA) (0.62)

   (b) For all landscape in Section 23.V.1. that do not have a meter, the City shall administer programs that may include, but are not limited to, Irrigation Surveys and Irrigation Audits to evaluate water use and provide recommendations as necessary in order to prevent water waste.

   (c) Following the findings and recommendations of the Certified Landscape Irrigation Auditor, the City may require adjustments to irrigation usage, irrigation hardware, and/or landscape materials to reduce irrigation water use. Landscape renovation or rehabilitation resulting from such audit activity shall be considered a Landscape Project, and shall be subject to applicable document submittal requirements of Section 23.F4.E. Components of Landscape Documentation PackageProject Submittal.

2. All landscape Irrigation Audits must be completed by a Certified Landscape Irrigation Auditor.

23.W WATER WASTE PREVENTION

1. The City shall prevent water waste resulting from inefficient landscape irrigation by prohibiting Runoff from leaving the target landscape due to low head drainage, Overspray, or other similar conditions where water flows onto adjacent property, non-irrigated areas, walks, roadways, parking lots, or structures.

2. Restrictions regarding Overspray and Runoff may be modified if:

   (a) The Landscape Area is adjacent to permeable surfacing and no Runoff occurs; or

   (b) The adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping.

WATER EFFICIENT LANDSCAPE ORDINANCE (Continued)

23.X EFFECTIVE PRECIPITATION

1. The City or other local agency may consider EPPT (25% of annual precipitation) in tracking water use and may use the following equation to calculate the MAWA:

   Residential: MAWA = (ETo - EPPT) (0.62) [(0.55 x LA) + (0.45 x SLA)]

   Non-Residential: MAWA = (ETo - EPPT) (0.62) [(0.45 x LA) + (0.45 x SLA)]

23.Y REPORTING

1. By January 31st of each year, the City shall report on implementation and enforcement of its ordinance to the Department of Water Resources.
2. The City shall address the following:
   - (a) The City has a single agency ordinance, adopted February 9, 2016 and updated November 2024.
   - (b) City reporting will be for the calendar year.
   - (c) The Rules and Regulations are at least as efficient as MWELO and include the following differences: High Water Use Plants are prohibited and Non-Functional Turf (Decorative Grass) is prohibited for non-residential properties.
   - (d) The City of Santa Clara is responsible for implementing the Water Service and Use Rules and Regulations.
   - (e) State number and types of projects subject to the ordinance during the specified reporting period.
   - (f) State the total area (in square feet or acres) subject to the ordinance over the reporting period, if available.
   - (g) Provide the number of new housing starts, new commercial projects, and landscape retrofits during the reporting period.
   - (h) Describe review procedure for projects subject to the ordinance.
   - (i) Describe actions taken to verify compliance. Is a plan check performed; if so, by what entity? Is a site inspection performed; if so, by what entity? Is a post-installation audit required; if so, by whom?
   - (j) Describe enforcement measures.
   - (k) Explain implementation and enforcement challenges.
   - (l) Describe educational and other needs to properly apply the ordinance.

WATER EFFICIENT LANDSCAPE ORDINANCE (Continued)

23.Z APPENDICES

APPENDIX A: REFERENCE ETO TABLE

Appendix A - Reference Evapotranspiration (ETo) Table*

County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
ALAMEDA													
Fremont	1.5	1.9	3.4	4.7	5.4	6.3	6.7	6.0	4.5	3.4	1.8	1.5	47.0
Livermore	1.2	1.5	2.9	4.4	5.9	6.6	7.4	6.4	5.3	3.2	1.5	0.9	47.2
Oakland	1.5	1.5	2.8	3.9	5.1	5.3	6.0	5.5	4.8	3.1	1.4	0.9	41.8
Oakland Foothills	1.1	1.4	2.7	3.7	5.1	6.4	5.8	4.9	3.6	2.6	1.4	1.0	39.6
Pleasanton	0.8	1.5	2.9	4.4	5.6	6.7	7.4	6.4	4.7	3.3	1.5	1.0	46.2
Union City	1.4	1.8	3.1	4.2	5.4	5.9	6.4	5.7	4.4	3.1	1.5	1.2	44.2
ALPINE													
Markleeville	0.7	0.9	2.0	3.5	5.0	6.1	7.3	6.4	4.4	2.6	1.2	0.5	40.6
AMADOR													
Jackson	1.2	1.5	2.8	4.4	6.0	7.2	7.9	7.2	5.3	3.2	1.4	0.9	48.9
Shanandoah Valley	1.0	1.7	2.9	4.4	5.6	6.8	7.9	7.1	5.2	3.6	1.7	1.0	48.8
BUTTE													
Chico	1.2	1.8	2.9	4.7	6.1	7.4	8.5	7.3	5.4	3.7	1.7	1.0	51.7
Durham	1.1	1.8	3.2	5.0	6.5	7.4	7.8	6.9	5.3	3.6	1.7	1.0	51.1
Gridley	1.2	1.8	3.0	4.7	6.1	7.7	8.5	7.1	5.4	3.7	1.7	1.0	51.9
Oroville	1.2	1.7	2.8	4.7	6.1	7.6	8.5	7.3	5.3	3.7	1.7	1.0	51.5
CALAVERAS													
San Andreas	1.2	1.5	2.8	4.4	6.0	7.3	7.9	7.0	5.3	3.2	1.4	0.7	48.8
COLUSA													
Colusa	1.0	1.7	3.4	5.0	6.4	7.6	8.3	7.2	5.4	3.8	1.8	1.1	52.8
Williams	1.2	1.7	2.9	4.5	6.1	7.2	8.5	7.3	5.3	3.4	1.6	1.0	50.8
CONTRA COSTA													
Brentwood	1.0	1.5	2.9	4.5	6.1	7.1	7.9	6.7	5.2	3.2	1.4	0.7	48.3
Concord	1.1	1.4	2.4	4.0	5.5	5.9	7.0	6.0	4.8	3.2	1.3	0.7	43.4
Courtland	0.9	1.5	2.9	4.4	6.1	6.9	7.9	6.7	5.3	3.2	1.4	0.7	48.0
Martinez	1.2	1.4	2.4	3.9	5.3	5.6	6.7	5.6	4.7	3.1	1.2	0.7	41.8
Moraga	1.2	1.5	3.4	4.2	5.5	6.1	6.7	5.9	4.6	3.2	1.6	1.0	44.9
Pittsburg	1.0	1.5	2.8	4.1	5.6	6.4	7.4	6.4	5.0	3.2	1.3	0.7	45.4
Walnut Creek	0.8	1.5	2.9	4.4	5.6	6.7	7.4	6.4	4.7	3.3	1.5	1.0	46.2
DEL NORTE													
Crescent City	0.5	0.9	2.0	3.0	3.7	3.5	4.3	3.7	3.0	2.0	0.9	0.5	27.7
EL DORADO													
Camino	0.9	1.7	2.5	3.9	5.9	7.2	7.8	6.8	5.1	3.1	1.5	0.9	47.3
FRESNO													
Clovis	1.0	1.5	3.2	4.8	6.4	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.4
Coalinga	1.2	1.7	3.1	4.6	6.2	7.2	8.5	7.3	5.3	3.4	1.6	0.7	50.9
Firebaugh	1.0	1.8	3.7	5.7	7.3	8.1	8.2	7.2	5.5	3.9	2.0	1.1	55.4
FivePoints	1.3	2.0	4.0	6.1	7.7	8.5	8.7	8.0	6.2	4.5	2.4	1.2	60.4
Fresno	0.9	1.7	3.3	4.8	6.7	7.8	8.4	7.1	5.2	3.2	1.4	0.6	51.1
Fresno State	0.9	1.6	3.2	5.2	7.0	8.0	8.7	7.6	5.4	3.6	1.7	0.9	53.7
Friant	1.2	1.5	3.1	4.7	6.4	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.3
Kerman	0.9	1.5	3.2	4.8	6.6	7.7	8.4	7.2	5.3	3.4	1.4	0.7	51.2
Kingsburg	1.0	1.5	3.4	4.8	6.6	7.7	8.4	7.2	5.3	3.4	1.4	0.7	51.6
Mendota	1.5	2.5	4.6	6.2	7.9	8.6	8.8	7.5	5.9	4.5	2.4	1.5	61.7
Orange Cove	1.2	1.9	3.5	4.7	7.4	8.5	8.9	7.9	5.9	3.7	1.8	1.2	56.7
Panoche	1.1	2.0	4.0	5.6	7.8	8.5	8.3	7.3	5.6	3.9	1.8	1.2	57.2
Parlier	1.0	1.9	3.6	5.2	6.8	7.6	8.1	7.0	5.1	3.4	1.7	0.9	52.0

WATER EFFICIENT LANDSCAPE ORDINANCE (Continued)

Appendix A - Reference Evapotranspiration (ETo) Table*

County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
FRESNO													
Reedley	1.1	1.5	3.2	4.7	6.4	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.3
Westlands	0.9	1.7	3.8	6.3	8.0	8.6	8.6	7.8	5.9	4.3	2.1	1.1	58.8
GLENN													
Orland	1.1	1.8	3.4	5.0	6.4	7.5	7.9	6.7	5.3	3.9	1.8	1.4	52.1
Willows	1.2	1.7	2.9	4.7	6.1	7.2	8.5	7.3	5.3	3.6	1.7	1.0	51.3
HUMBOLDT													
Eureka	0.5	1.1	2.0	3.0	3.7	3.7	3.7	3.7	3.0	2.0	0.9	0.5	27.5
Ferndale	0.5	1.1	2.0	3.0	3.7	3.7	3.7	3.7	3.0	2.0	0.9	0.5	27.5
Garberville	0.6	1.2	2.2	3.1	4.5	5.0	5.5	4.9	3.8	2.4	1.0	0.7	34.9
Hoopa	0.5	1.1	2.1	3.0	4.4	5.4	6.1	5.1	3.8	2.4	0.9	0.7	35.6
IMPERIAL													
Brawley	2.8	3.8	5.9	8.0	10.4	11.5	11.7	10.0	8.4	6.2	3.5	2.1	84.2
Calipatria/Mulberry	2.4	3.2	5.1	6.8	8.6	9.2	9.2	8.6	7.0	5.2	3.1	2.3	70.7
El Centro	2.7	3.5	5.6	7.9	10.1	11.1	11.6	9.5	8.3	6.1	3.3	2.0	81.7
Holtville	2.8	3.8	5.9	7.9	10.4	11.6	12.0	10.0	8.6	6.2	3.5	2.1	84.7
Meloland	2.5	3.2	5.5	7.5	8.9	9.2	9.0	8.5	6.8	5.3	3.1	2.2	71.6
Palo Verde II	2.5	3.3	5.7	6.9	8.5	8.9	8.6	7.9	6.2	4.5	2.9	2.3	68.2
Seeley	2.7	3.5	5.9	7.7	9.7	10.1	9.3	8.3	6.9	5.5	3.4	2.2	75.4
Westmoreland	2.4	3.3	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.4
Yuma	2.5	3.4	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.6
INYO													
Bishop	1.7	2.7	4.8	6.7	8.2	10.9	7.4	9.6	7.4	4.8	2.5	1.6	68.3
Death Valley Jct	2.2	3.3	5.4	7.7	9.8	11.1	11.4	10.1	8.3	5.4	2.9	1.7	79.1
Independence	1.7	2.7	3.4	6.6	8.5	9.5	9.8	8.5	7.1	3.9	2.0	1.5	65.2
Lower Haiwee Res.	1.8	2.7	4.4	7.1	8.5	9.5	9.8	8.5	7.1	4.2	2.6	1.5	67.6
Oasis	2.7	2.8	5.9	8.0	10.4	11.7	11.6	10.0	8.4	6.2	3.4	2.1	83.1
KERN													
Arvin	1.2	1.8	3.5	4.7	6.6	7.4	8.1	7.3	5.3	3.4	1.7	1.0	51.9
Bakersfield	1.0	1.8	3.5	4.7	6.6	7.7	8.5	7.3	5.3	3.5	1.6	0.9	52.4
Bakersfield/Bonanza	1.2	2.2	3.7	5.7	7.4	8.2	8.7	7.8	5.7	4.0	2.1	1.2	57.9
Bakersfield/Greenlee	1.2	2.2	3.7	5.7	7.4	8.2	8.7	7.8	5.7	4.0	2.1	1.2	57.9
Belridge	1.4	2.2	4.1	5.5	7.7	8.5	8.6	7.8	6.0	3.8	2.0	1.5	59.2
Blackwells Corner	1.4	2.1	3.8	5.4	7.0	7.8	8.5	7.7	5.8	3.9	1.9	1.2	56.6
Buttonwillow	1.0	1.8	3.2	4.7	6.6	7.7	8.5	7.3	5.4	3.4	1.5	0.9	52.0
China Lake	2.1	3.2	5.3	7.7	9.2	10.0	11.0	9.8	7.3	4.9	2.7	1.7	74.8
Delano	0.9	1.8	3.4	4.7	6.6	7.7	8.5	7.3	5.4	3.4	1.4	0.7	52.0
Famoso	1.3	1.9	3.5	4.8	6.7	7.6	8.0	7.3	5.5	3.5	1.7	1.3	53.1
Grapevine	1.3	1.8	3.1	4.4	5.6	6.8	7.6	6.8	5.9	3.4	1.9	1.0	49.5
Inyokern	2.0	3.1	4.9	7.3	8.5	9.7	11.0	9.4	7.1	5.1	2.6	1.7	72.4
Isabella Dam	1.2	1.4	2.8	4.4	5.8	7.3	7.9	7.0	5.0	3.2	1.7	0.9	48.4
Lamont	1.3	2.4	4.4	4.6	6.5	7.0	8.8	7.6	5.7	3.7	1.6	0.8	54.4
Lost Hills	1.6	2.2	3.7	5.1	6.8	7.8	8.7	7.8	5.7	4.0	2.1	1.6	57.1
McFarland/Kern	1.2	2.1	3.7	5.6	7.3	8.0	8.3	7.4	5.6	4.1	2.0	1.2	56.5
Shafter	1.0	1.7	3.4	5.0	6.6	7.7	8.3	7.3	5.4	3.4	1.5	0.9	52.1
Taft	1.3	1.8	3.1	4.3	6.2	7.3	8.5	7.3	5.4	3.4	1.7	1.0	51.2
Tehachapi	1.4	1.8	3.2	5.0	6.1	7.7	7.9	7.3	5.9	3.4	2.1	1.2	52.9
KINGS													
Caruthers	1.6	2.5	4.0	5.7	7.8	8.7	9.3	8.4	6.3	4.4	2.4	1.6	62.7

WATER EFFICIENT LANDSCAPE ORDINANCE (Continued)

Appendix A - Reference Evapotranspiration (ETo) Table*

County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
KINGS													
Corcoran	1.6	2.2	3.7	5.1	6.8	7.8	8.7	7.8	5.7	4.0	2.1	1.6	57.1
Hanford	0.9	1.5	3.4	5.0	6.6	7.7	8.3	7.2	5.4	3.4	1.4	0.7	51.5
Kettleman	1.1	2.0	4.0	6.0	7.5	8.5	9.1	8.2	6.1	4.5	2.2	1.1	60.2
Lemoore	0.9	1.5	3.4	5.0	6.6	7.7	8.3	7.3	5.4	3.4	1.4	0.7	51.7
Stratford	0.9	1.9	3.9	6.1	7.8	8.6	8.8	7.7	5.9	4.1	2.1	1.0	58.7
LAKE													
Lakeport	1.1	1.3	2.6	3.5	5.1	6.0	7.3	6.1	4.7	2.9	1.2	0.9	42.8
Lower Lake	1.2	1.4	2.7	4.5	5.3	6.3	7.4	6.4	5.0	3.1	1.3	0.9	45.4
LASSEN													
Buntingville	1.0	1.7	3.5	4.9	6.2	7.3	8.4	7.5	5.4	3.4	1.5	0.9	51.8
Ravendale	0.6	1.1	2.3	4.1	5.6	6.7	7.9	7.3	4.7	2.8	1.2	0.5	44.9
Susanville	0.7	1.0	2.2	4.1	5.6	6.5	7.8	7.0	4.6	2.8	1.2	0.5	44.0
LOS ANGELES													
Burbank	2.1	2.8	3.7	4.7	5.1	6.0	6.6	6.7	5.4	4.0	2.6	2.0	51.7
Claremont	2.0	2.3	3.4	4.6	5.0	6.0	7.0	7.0	5.3	4.0	2.7	2.1	51.3
El Dorado	1.7	2.2	3.6	4.8	5.1	5.7	5.9	5.9	4.4	3.2	2.2	1.7	46.3
Glendale	2.0	2.2	3.3	3.8	4.7	4.8	5.7	5.6	4.3	3.3	2.2	1.8	43.7
Glendora	2.0	2.5	3.6	4.9	5.4	6.1	7.3	6.8	5.7	4.2	2.6	2.0	53.1
Gorman	1.6	2.2	3.4	4.6	5.5	7.4	7.7	7.1	5.9	3.6	2.4	1.1	52.4
Hollywood Hills	2.1	2.2	3.8	5.4	6.0	6.5	6.7	6.4	5.2	3.7	2.8	2.1	52.8
Lancaster	2.1	3.0	4.6	5.9	8.5	9.7	11.0	9.8	7.3	4.6	2.8	1.7	71.1
Long Beach	1.8	2.1	3.3	3.9	4.5	4.3	5.3	4.7	3.7	2.8	1.8	1.5	39.7
Los Angeles	2.2	2.7	3.7	4.7	5.5	5.8	6.2	5.9	5.0	3.9	2.6	1.9	50.1
Monrovia	2.2	2.3	3.8	4.3	5.5	5.9	6.9	6.4	5.1	3.2	2.5	2.0	50.2
Palmdale	2.0	2.6	4.6	6.2	7.3	8.9	9.8	9.0	6.5	4.7	2.7	2.1	66.2
Pasadena	2.1	2.7	3.7	4.7	5.1	6.0	7.1	6.7	5.6	4.2	2.6	2.0	52.3
Pearblossom	1.7	2.4	3.7	4.7	7.3	7.7	9.9	7.9	6.4	4.0	2.6	1.6	59.9
Pomona	1.7	2.0	3.4	4.5	5.0	5.8	6.5	6.4	4.7	3.5	2.3	1.7	47.5
Redondo Beach	2.2	2.4	3.3	3.8	4.5	4.7	5.4	4.8	4.4	2.8	2.4	2.0	42.6
San Fernando	2.0	2.7	3.5	4.6	5.5	5.9	7.3	6.7	5.3	3.9	2.6	2.0	52.0
Santa Clarita	2.8	2.8	4.1	5.6	6.0	6.8	7.6	7.8	5.8	5.2	3.7	3.2	61.5
Santa Monica	1.8	2.1	3.3	4.5	4.7	5.0	5.4	5.4	3.9	3.4	2.4	2.2	44.2
MADERA													
Chowchilla	1.0	1.4	3.2	4.7	6.6	7.8	8.5	7.3	5.3	3.4	1.4	0.7	51.4
Madera	0.9	1.4	3.2	4.8	6.6	7.8	8.5	7.3	5.3	3.4	1.4	0.7	51.5
Raymond	1.2	1.5	3.0	4.6	6.1	7.6	8.4	7.3	5.2	3.4	1.4	0.7	50.5
MARIN													
Black Point	1.1	1.7	3.0	4.2	5.2	6.2	6.6	5.8	4.3	2.8	1.3	0.9	43.0
Novato	1.3	1.5	2.4	3.5	4.4	6.0	5.9	5.4	4.4	2.8	1.4	0.7	39.8
Point San Pedro	1.1	1.7	3.0	4.2	5.2	6.2	6.6	5.8	4.3	2.8	1.3	0.9	43.0
San Rafael	1.2	1.3	2.4	3.3	4.0	4.8	4.8	4.9	4.3	2.7	1.3	0.7	35.8
MARIPOSA													
Coulterville	1.1	1.5	2.8	4.4	5.9	7.3	8.1	7.0	5.3	3.4	1.4	0.7	48.8
Mariposa	1.1	1.5	2.8	4.4	5.9	7.4	8.2	7.1	5.0	3.4	1.4	0.7	49.0
Yosemite Village	0.7	1.0	2.3	3.7	5.1	6.5	7.1	6.1	4.4	2.9	1.1	0.6	41.4
MENDOCINO													
Fort Bragg	0.9	1.3	2.2	3.0	3.7	3.5	3.7	3.7	3.0	2.3	1.2	0.7	29.0
Hopland	1.1	1.3	2.6	3.4	5.0	5.9	6.5	5.7	4.5	2.8	1.3	0.7	40.9

Appendix A - Reference Evapotranspiration (ETo) Table*

County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
MENDOCINO													
Point Arena	1.0	1.3	2.3	3.0	3.7	3.9	3.7	3.7	3.0	2.3	1.2	0.7	29.6
Sanel Valley	1.0	1.6	3.0	4.6	6.0	7.0	8.0	7.0	5.2	3.4	1.4	0.9	49.1
Ukiah	1.0	1.3	2.6	3.3	5.0	5.8	6.7	5.9	4.5	2.8	1.3	0.7	40.9
MERCED													
Kesterson	0.9	1.7	3.4	5.5	7.3	8.2	8.6	7.4	5.5	3.8	1.8	0.9	55.1
Los Banos	1.0	1.5	3.2	4.7	6.1	7.4	8.2	7.0	5.3	3.4	1.4	0.7	50.0
Merced	1.0	1.5	3.2	4.7	6.6	7.9	8.5	7.2	5.3	3.4	1.4	0.7	51.5
MODOC													
Modoc/Alturas	0.9	1.4	2.8	3.7	5.1	6.2	7.5	6.6	4.6	2.8	1.2	0.7	43.2
MONO													
Bridgeport	0.7	0.9	2.2	3.8	5.5	6.6	7.4	6.7	4.7	2.7	1.2	0.5	43.0
MONTEREY													
Arroyo Seco	1.5	2.0	3.7	5.4	6.3	7.3	7.2	6.7	5.0	3.9	2.0	1.6	52.6
Castroville	1.4	1.7	3.0	4.2	4.6	4.8	4.0	3.8	3.0	2.6	1.6	1.4	36.2
Gonzales	1.3	1.7	3.4	4.7	5.4	6.3	6.3	5.9	4.4	3.4	1.9	1.3	45.7
Greenfield	1.8	2.2	3.4	4.8	5.6	6.3	6.5	6.2	4.8	3.7	2.4	1.8	49.5
King City	1.7	2.0	3.4	4.4	4.4	5.6	6.1	6.7	6.5	5.2	2.2	1.3	49.6
King City-Oasis Rd.	1.4	1.9	3.6	5.3	6.5	7.3	7.4	6.8	5.1	4.0	2.0	1.5	52.7
Long Valley	1.5	1.9	3.2	4.1	5.8	6.5	7.3	6.7	5.3	3.6	2.0	1.2	49.1
Monterey	1.7	1.8	2.7	3.5	4.0	4.1	4.3	4.2	3.5	2.8	1.9	1.5	36.0
Pajaro	1.8	2.2	3.7	4.8	5.3	5.7	5.6	5.3	4.3	3.4	2.4	1.8	46.1
~~Salinas~~	~~1.6~~	~~1.9~~	~~2.7~~	~~3.8~~	~~4.8~~	~~4.7~~	~~5.0~~	~~4.5~~	~~4.0~~	~~2.9~~	~~1.9~~	~~1.2~~	~~39.1~~
Salinas North	1.2	1.5	2.9	4.1	4.6	5.2	4.5	4.3	3.2	2.8	1.5	1.2	36.9
San Ardo	1.0	1.7	3.1	4.5	5.9	7.2	8.1	7.1	5.1	3.1	1.5	1.0	49.0
San Juan	1.8	2.1	3.4	4.6	5.3	5.7	5.5	4.9	3.8	3.2	2.2	1.9	44.2
Soledad	1.7	2.0	3.4	4.4	5.5	5.4	6.5	6.2	5.2	3.7	2.2	1.5	47.7
NAPA													
Angwin	1.8	1.9	3.2	4.7	5.8	7.3	8.1	7.1	5.5	4.5	2.9	2.1	54.9
Carneros	0.8	1.5	3.1	4.6	5.5	6.6	6.9	6.2	4.7	3.5	1.4	1.0	45.8
Oakville	1.0	1.5	2.9	4.7	5.8	6.9	7.2	6.4	4.9	3.5	1.6	1.2	47.7
St Helena	1.2	1.5	2.8	3.9	5.1	6.1	7.0	6.2	4.8	3.1	1.4	0.9	44.1
Yountville	1.3	1.7	2.8	3.9	5.1	6.0	7.1	6.1	4.8	3.1	1.5	0.9	44.3
NEVADA													
Grass Valley	1.1	1.5	2.6	4.0	5.7	7.1	7.9	7.1	5.3	3.2	1.5	0.9	48.0
Nevada City	1.1	1.5	2.6	3.9	5.8	6.9	7.9	7.0	5.3	3.2	1.4	0.9	47.4
ORANGE													
Irvine	2.2	2.5	3.7	4.7	5.2	5.9	6.3	6.2	4.6	3.7	2.6	2.3	49.6
Laguna Beach	2.2	2.7	3.4	3.8	4.6	4.6	4.9	4.9	4.4	3.4	2.4	2.0	43.2
Santa Ana	2.2	2.7	3.7	4.5	4.6	5.4	6.2	6.1	4.7	3.7	2.5	2.0	48.2
PLACER													
Auburn	1.2	1.7	2.8	4.4	6.1	7.4	8.3	7.3	5.4	3.4	1.6	1.0	50.6
Blue Canyon	0.7	1.1	2.1	3.4	4.8	6.0	7.2	6.1	4.6	2.9	0.9	0.6	40.5
Colfax	1.1	1.5	2.6	4.0	5.8	7.1	7.9	7.0	5.3	3.2	1.4	0.9	47.9
Roseville	1.1	1.7	3.1	4.7	6.2	7.7	8.5	7.3	5.6	3.7	1.7	1.0	52.2
Soda Springs	0.7	0.7	1.8	3.0	4.3	5.3	6.2	5.5	4.1	2.5	0.7	0.7	35.4
Tahoe City	0.7	0.7	1.7	3.0	4.3	5.4	6.1	5.6	4.1	2.4	0.8	0.6	35.5
Truckee	0.7	0.7	1.7	3.2	4.4	5.4	6.4	5.7	4.1	2.4	0.8	0.6	36.2

WATER EFFICIENT LANDSCAPE ORDINANCE (Continued)

Appendix A - Reference Evapotranspiration (ETo) Table*

County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
PLUMAS													
Portola	0.7	0.9	1.9	3.5	4.9	5.9	7.3	5.9	4.3	2.7	0.9	0.5	39.4
Quincy	0.7	0.9	2.2	3.5	4.9	5.9	7.3	5.9	4.4	2.8	1.2	0.5	40.2
RIVERSIDE													
Beaumont	2.0	2.3	3.4	4.4	6.1	7.1	7.6	7.9	6.0	3.9	2.6	1.7	55.0
Blythe	2.4	3.3	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.4
Cathedral City	1.6	2.2	3.7	5.1	6.8	7.8	8.7	7.8	5.7	4.0	2.1	1.6	57.1
Coachella	2.9	4.4	6.2	8.4	10.5	11.9	12.3	10.1	8.9	6.2	3.8	2.4	88.1
Desert Center	2.9	4.1	6.4	8.5	11.0	12.1	12.2	11.1	9.0	6.4	3.9	2.6	90.0
Elsinore	2.1	2.8	3.9	4.4	5.9	7.1	7.6	7.0	5.8	3.9	2.6	1.9	55.0
Indio	3.1	3.6	6.5	8.3	10.5	11.0	10.8	9.7	8.3	5.9	3.7	2.7	83.9
La Quinta	2.4	2.8	5.2	6.5	8.3	8.7	8.5	7.9	6.5	4.5	2.7	2.2	66.2
Mecca	2.6	3.3	5.7	7.2	8.6	9.0	8.8	8.2	6.8	5.0	3.2	2.4	70.8
Oasis	2.9	3.3	5.3	6.1	8.5	8.9	8.7	7.9	6.9	4.8	2.9	2.3	68.4
Palm Desert	2.5	3.4	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.6
Palm Springs	2.0	2.9	4.9	7.2	8.3	8.5	11.6	8.3	7.2	5.9	2.7	1.7	71.1
Rancho California	1.8	2.2	3.4	4.8	5.6	6.3	6.5	6.2	4.8	3.7	2.4	1.8	49.5
Rancho Mirage	2.4	3.3	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.4
Ripley	2.7	3.3	5.6	7.2	8.7	8.7	8.4	7.6	6.2	4.6	2.8	2.2	67.8
Salton Sea North	2.5	3.3	5.5	7.2	8.8	9.3	9.2	8.5	6.8	5.2	3.1	2.3	71.7
Temecula East II	2.3	2.4	4.1	4.9	6.4	7.0	7.8	7.4	5.7	4.1	2.6	2.2	56.7
Thermal	2.4	3.3	5.5	7.6	9.1	9.6	9.3	8.6	7.1	5.2	3.1	2.1	72.8
Riverside UC	2.5	2.9	4.2	5.3	5.9	6.6	7.2	6.9	5.4	4.1	2.9	2.6	56.4
Winchester	2.3	2.4	4.1	4.9	6.4	6.9	7.7	7.3	6.0	3.9	2.6	2.1	56.8
SACRAMENTO													
Fair Oaks	1.0	1.6	3.4	4.1	6.5	7.5	8.1	7.1	5.2	3.4	1.5	1.0	50.5
Sacramento	1.0	1.8	3.2	4.7	6.4	7.7	8.4	7.2	5.4	3.7	1.7	0.9	51.9
Twitchell Island	1.2	1.8	3.9	5.3	7.4	8.8	9.1	7.8	5.9	3.8	1.7	1.2	57.9
SAN BENITO													
Hollister	1.5	1.8	3.1	4.3	5.5	5.7	6.4	5.9	5.0	3.5	1.7	1.1	45.1
San Benito	1.2	1.6	3.1	4.6	5.6	6.4	6.9	6.5	4.8	3.7	1.7	1.2	47.2
San Juan Valley	1.4	1.8	3.4	4.5	6.0	6.7	7.1	6.4	5.0	3.5	1.8	1.4	49.1
SAN BERNARDINO													
Baker	2.7	3.9	6.1	8.3	10.4	11.8	12.2	11.0	8.9	6.1	3.3	2.1	86.6
Barstow NE	2.2	2.9	5.3	6.9	9.0	10.1	9.9	8.9	6.8	4.8	2.7	2.1	71.7
Big Bear Lake	1.8	2.6	4.6	6.0	7.0	7.6	8.1	7.4	5.4	4.1	2.4	1.8	58.6
Chino	2.1	2.9	3.9	4.5	5.7	6.5	7.3	7.1	5.9	4.2	2.6	2.0	54.6
Crestline	1.5	1.9	3.3	4.4	5.5	6.6	7.8	7.1	5.4	3.5	2.2	1.6	50.8
Lake Arrowhead	1.8	2.6	4.6	6.0	7.0	7.6	8.1	7.4	5.4	4.1	2.4	1.8	58.6
Lucerne Valley	2.2	2.9	5.1	6.5	9.1	11.0	11.4	9.9	7.4	5.0	3.0	1.8	75.3
Needles	3.2	4.2	6.6	8.9	11.0	12.4	12.8	11.0	8.9	6.6	4.0	2.7	92.1
Newberry Springs	2.1	2.9	5.3	8.4	9.8	10.9	11.1	9.9	7.6	5.2	3.1	2.0	78.2
San Bernardino	2.0	2.7	3.8	4.6	5.7	6.9	7.9	7.4	5.9	4.2	2.6	2.0	55.6
Twentynine Palms	2.6	3.6	5.9	7.9	10.1	11.2	11.2	10.3	8.6	5.9	3.4	2.2	82.9
Victorville	2.0	2.6	4.6	6.2	7.3	8.9	9.8	9.0	6.5	4.7	2.7	2.1	66.2
SAN DIEGO													
Chula Vista	2.2	2.7	3.4	3.8	4.9	4.7	5.5	4.9	4.5	3.4	2.4	2.0	44.2
Escondido SPV	2.4	2.6	3.9	4.7	5.9	6.5	7.1	6.7	5.3	3.9	2.8	2.3	54.2
Miramar	2.3	2.5	3.7	4.1	5.1	5.4	6.1	5.8	4.5	3.3	2.4	2.1	47.1

WATER EFFICIENT LANDSCAPE ORDINANCE (Continued)

Appendix A - Reference Evapotranspiration (ETo) Table*

County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
SAN DIEGO													
Oceanside	2.2	2.7	3.4	3.7	4.9	4.6	4.6	5.1	4.1	3.3	2.4	2.0	42.9
Otay Lake	2.3	2.7	3.9	4.6	5.6	5.9	6.2	6.1	4.8	3.7	2.6	2.2	50.4
Pine Valley	1.5	2.4	3.8	5.1	6.0	7.0	7.8	7.3	6.0	4.0	2.2	1.7	54.8
Ramona	2.1	2.1	3.4	4.6	5.2	6.3	6.7	6.8	5.3	4.1	2.8	2.1	51.6
San Diego	2.1	2.4	3.4	4.6	5.1	5.3	5.7	5.6	4.3	3.6	2.4	2.0	46.5
Santee	2.1	2.7	3.7	4.5	5.5	6.1	6.6	6.2	5.4	3.8	2.6	2.0	51.1
Torrey Pines	2.2	2.3	3.4	3.9	4.0	4.1	4.6	4.7	3.8	2.8	2.0	2.0	39.8
Warner Springs	1.6	2.7	3.7	4.7	5.7	7.6	8.3	7.7	6.3	4.0	2.5	1.3	56.0
SAN FRANCISCO													
San Francisco	1.5	1.3	2.4	3.0	3.7	4.6	4.9	4.8	4.1	2.8	1.3	0.7	35.1
SAN JOAQUIN													
Farmington	1.5	1.5	2.9	4.7	6.2	7.6	8.1	6.8	5.3	3.3	1.4	0.7	50.0
Lodi West	1.0	1.6	3.3	4.3	6.3	6.9	7.3	6.4	4.5	3.0	1.4	0.8	46.7
Manteca	0.9	1.7	3.4	5.0	6.5	7.5	8.0	7.1	5.2	3.3	1.6	0.9	51.2
Stockton	0.8	1.5	2.9	4.7	6.2	7.4	8.1	6.8	5.3	3.2	1.4	0.6	49.1
Tracy	1.0	1.5	2.9	4.5	6.1	7.3	7.9	6.7	5.3	3.2	1.3	0.7	48.5
SAN LUIS OBISPO													
Arroyo Grande	2.0	2.2	3.2	3.8	4.3	4.7	4.3	4.6	3.8	3.2	2.4	1.7	40.0
Atascadero	1.2	1.5	2.8	3.9	4.5	6.0	6.7	6.2	5.0	3.2	1.7	1.0	43.7
Morro Bay	2.0	2.2	3.1	3.5	4.3	4.5	4.6	4.6	3.8	3.5	2.1	1.7	39.9
Nipomo	2.2	2.5	3.8	5.1	5.7	6.2	6.4	6.1	4.9	4.1	2.9	2.3	52.1
Paso Robles	1.6	2.0	3.2	4.3	5.5	6.3	7.3	6.7	5.1	3.7	2.1	1.4	49.0
San Luis Obispo	2.0	2.2	3.2	4.1	4.9	5.3	4.6	5.5	4.4	3.5	2.4	1.7	43.8
San Miguel	1.6	2.0	3.2	4.3	5.0	6.4	7.4	6.8	5.1	3.7	2.1	1.4	49.0
San Simeon	2.0	2.0	2.9	3.5	4.2	4.4	4.6	4.3	3.5	3.1	2.0	1.7	38.1
SAN MATEO													
Hal Moon Bay	1.5	1.7	2.4	3.0	3.9	4.3	4.3	4.2	3.5	2.8	1.3	1.0	33.7
Redwood City	1.5	1.8	2.9	3.8	5.2	5.3	6.2	5.6	4.8	3.1	1.7	1.0	42.8
Woodside	1.8	2.2	3.4	4.8	5.6	6.3	6.5	6.2	4.8	3.7	2.4	1.8	49.5
SANTA BARBARA													
Betteravia	2.1	2.6	4.0	5.2	6.0	5.9	5.8	5.4	4.1	3.3	2.7	2.1	49.1
Carpenteria	2.0	2.4	3.2	3.9	4.8	5.2	5.5	5.7	4.5	3.4	2.4	2.0	44.9
Cuyama	2.1	2.4	3.8	5.4	6.9	7.9	8.5	7.7	5.9	4.5	2.6	2.0	59.7
Goleta	2.1	2.5	3.9	5.1	5.7	5.7	5.4	5.4	4.2	3.2	2.8	2.2	48.1
Goleta Foothills	2.3	2.6	3.7	5.4	5.3	5.6	5.5	5.7	4.5	3.9	2.8	2.3	49.6
Guadalupe	2.0	2.2	3.2	3.7	4.9	4.6	4.5	4.6	4.1	3.3	2.4	1.7	41.1
Lompoc	2.0	2.2	3.2	3.7	4.8	4.6	4.9	4.8	3.9	3.2	2.4	1.7	41.1
Los Alamos	1.8	2.0	3.2	4.1	4.9	5.3	5.7	5.5	4.4	3.7	2.4	1.6	44.6
Santa Barbara	2.0	2.5	3.2	3.8	4.6	5.1	5.5	4.5	3.4	2.4	1.8	1.8	40.6
Santa Maria	1.8	2.3	3.7	5.1	5.7	5.8	5.6	5.3	4.2	3.5	2.4	1.9	47.4
Santa Ynez	1.7	2.2	3.5	5.0	5.8	6.2	6.4	6.0	4.5	3.6	2.2	1.7	48.7
Sisquoc	2.1	2.5	3.8	4.1	6.1	6.3	6.4	5.8	4.7	3.4	2.3	1.8	49.2
Solvang	2.0	2.0	3.3	4.3	5.0	5.6	6.1	5.6	4.4	3.7	2.2	1.6	45.6
SANTA CLARA													
Gilroy	1.3	1.8	3.1	4.1	5.3	5.6	6.1	5.5	4.7	3.4	1.7	1.1	43.6
Los Gatos	1.5	1.8	2.8	3.9	5.0	5.6	6.2	5.5	4.7	3.2	1.7	1.1	42.9
Morgan Hill	1.5	1.8	3.4	4.2	6.3	7.0	7.1	6.0	5.1	3.7	1.9	1.4	49.5
Palo Alto	1.5	1.8	2.8	3.8	5.2	5.3	6.2	5.6	5.0	3.2	1.7	1.0	43.0

WATER EFFICIENT LANDSCAPE ORDINANCE (Continued)

Appendix A - Reference Evapotranspiration (ETo) Table*

County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
SANTA CLARA													
San Jose	1.5	1.8	3.1	4.1	5.5	5.8	6.5	5.9	5.2	3.3	1.8	1.0	45.3
SANTA CRUZ													
De Laveaga	1.4	1.9	3.3	4.7	4.9	5.3	5.0	4.8	3.6	3.0	1.6	1.3	40.8
Green Valley Rd	1.2	1.8	3.2	4.5	4.6	5.4	5.2	5.0	3.7	3.1	1.6	1.3	40.6
Santa Cruz	1.5	1.8	2.6	3.5	4.3	4.4	4.8	4.4	3.8	2.8	1.7	1.2	36.6
Watsonville	1.5	1.8	2.7	3.7	4.6	4.5	4.9	4.2	4.0	2.9	1.8	1.2	37.7
Webb	1.8	2.2	3.7	4.8	5.3	5.7	5.6	5.3	4.3	3.4	2.4	1.8	46.2
SHASTA													
Burney	0.7	1.0	2.1	3.5	4.9	5.9	7.4	6.4	4.4	2.9	0.9	0.6	40.9
Fall River Mills	0.6	1.0	2.1	3.7	5.0	6.1	7.8	6.7	4.6	2.8	0.9	0.5	41.8
Glenburn	0.6	1.0	2.1	3.7	5.0	6.3	7.8	6.7	4.7	2.8	0.9	0.6	42.1
McArthur	0.7	1.4	2.9	4.2	5.6	6.9	8.2	7.2	5.0	3.0	1.1	0.6	46.8
Redding	1.2	1.4	2.6	4.1	5.6	7.1	8.5	7.3	5.3	3.2	1.4	0.9	48.8
SIERRA													
Downieville	0.7	1.0	2.3	3.5	5.0	6.0	7.4	6.2	4.7	2.8	0.9	0.6	41.3
Sierraville	0.7	1.1	2.2	3.2	4.5	5.9	7.3	6.4	4.3	2.6	0.9	0.5	39.6
SISKIYOU													
Happy Camp	0.5	0.9	2.0	3.0	4.3	5.2	6.1	5.3	4.1	2.4	0.9	0.5	35.1
MacDoel	1.0	1.7	3.1	4.5	5.9	7.2	8.1	7.1	5.1	3.1	1.5	1.0	49.0
Mt Shasta	0.5	0.9	2.0	3.0	4.5	5.3	6.7	5.7	4.0	2.2	0.7	0.5	36.0
Tule lake FS	0.7	1.3	2.7	4.0	5.4	6.3	7.1	6.4	4.7	2.8	1.0	0.6	42.9
Weed	0.5	0.9	2.0	3.5	4.5	5.3	6.7	5.5	3.7	2.0	0.9	0.5	34.0
Yreka	0.6	0.9	2.1	3.0	4.9	5.8	7.3	6.5	4.3	2.5	0.9	0.5	39.2
SOLANO													
Benicia	1.3	1.4	2.7	3.8	4.9	5.0	6.4	5.5	4.4	2.9	1.2	0.7	40.3
Dixon	0.7	1.4	3.2	5.2	6.3	7.6	8.2	7.2	5.5	4.3	1.6	1.1	52.1
Fairfield	1.1	1.7	2.8	4.0	5.5	6.1	7.8	6.0	4.8	3.1	1.4	0.9	45.2
Hastings Tract	1.6	2.2	3.7	5.1	6.8	7.8	8.7	7.8	5.7	4.0	2.1	1.6	57.1
Putah Creek	1.0	1.6	3.2	4.9	6.1	7.3	7.9	7.0	5.3	3.8	1.8	1.2	51.0
Rio Vista	0.9	1.7	2.8	4.4	5.9	6.7	7.9	6.5	5.1	3.2	1.3	0.7	47.0
Suisun Valley	0.6	1.3	3.0	4.7	5.8	7.0	7.7	6.8	5.3	3.8	1.4	0.9	48.3
Winters	0.9	1.7	3.3	5.0	6.4	7.5	7.9	7.0	5.2	3.5	1.6	1.0	51.0
SONOMA													
Bennett Valley	1.1	1.7	3.2	4.1	5.5	6.5	6.6	5.7	4.5	3.1	1.5	0.9	44.4
Cloverdale	1.1	1.4	2.6	3.4	5.0	5.9	6.2	5.6	4.5	2.8	1.4	0.7	40.7
Fort Ross	1.2	1.4	2.2	3.0	3.7	4.5	4.2	4.3	3.4	2.4	1.2	0.5	31.9
Healdsburg	1.2	1.5	2.4	3.5	5.0	5.9	6.1	5.6	4.5	2.8	1.4	0.7	40.8
Lincoln	1.2	1.7	2.8	4.7	6.1	7.4	8.4	7.3	5.4	3.7	1.9	1.2	51.9
Petaluma	1.2	1.5	2.8	3.7	4.6	5.6	4.6	5.7	4.5	2.9	1.4	0.9	39.6
Santa Rosa	1.2	1.7	2.8	3.7	5.0	6.0	6.1	5.9	4.5	2.9	1.5	0.7	42.0
Valley of the Moon	1.0	1.6	3.0	4.5	5.6	6.6	7.1	6.3	4.7	3.3	1.5	1.0	46.1
Windsor	0.9	1.6	3.0	4.5	5.5	6.5	6.5	5.9	4.4	3.2	1.4	1.0	44.2
STANISLAUS													
Denair	1.0	1.9	3.6	4.7	7.0	7.9	8.0	6.1	5.3	3.4	1.5	1.0	51.4
La Grange	1.2	1.5	3.1	4.7	6.2	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.2
Modesto	0.9	1.4	3.2	4.7	6.4	7.7	8.1	6.8	5.0	3.4	1.4	0.7	49.7
Newman	1.0	1.5	3.2	4.6	6.2	7.4	8.1	6.7	5.0	3.4	1.4	0.7	49.3
Oakdale	1.2	1.5	3.2	4.7	6.2	7.7	8.1	7.1	5.1	3.4	1.4	0.7	50.3

WATER EFFICIENT LANDSCAPE ORDINANCE (Continued)

Appendix A - Reference Evapotranspiration (ETo) Table*

County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
STANISLAUS													
Patterson	1.3	2.1	4.2	5.4	7.9	8.6	8.2	6.6	5.8	4.0	1.9	1.3	57.3
Turlock	0.9	1.5	3.2	4.7	6.5	7.7	8.2	7.0	5.1	3.4	1.4	0.7	50.2
SUTTER													
Nicolaus	0.9	1.6	3.2	4.9	6.3	7.5	8.0	6.9	5.2	3.4	1.5	0.9	50.2
Yuba City	1.3	2.1	2.8	4.4	5.7	7.2	7.1	6.1	4.7	3.2	1.2	0.9	46.7
TEHAMA													
Corning	1.2	1.8	2.9	4.5	6.1	7.3	8.1	7.2	5.3	3.7	1.7	1.1	50.7
Gerber	1.0	1.8	3.5	5.0	6.6	7.9	8.7	7.4	5.8	4.1	1.8	1.1	54.7
Gerber Dryland	0.9	1.6	3.2	4.7	6.7	8.4	9.0	7.9	6.0	4.2	2.0	1.0	55.5
Red Bluff	1.2	1.8	2.9	4.4	5.9	7.4	8.5	7.3	5.4	3.5	1.7	1.0	51.1
TRINITY													
Hay Fork	0.5	1.1	2.3	3.5	4.9	5.9	7.0	6.0	4.5	2.8	0.9	0.7	40.1
Weaverville	0.6	1.1	2.2	3.3	4.9	5.9	7.3	6.0	4.4	2.7	0.9	0.7	40.0
TULARE													
Alpaugh	0.9	1.7	3.4	4.8	6.6	7.7	8.2	7.3	5.4	3.4	1.4	0.7	51.6
Badger	1.0	1.3	2.7	4.1	6.0	7.3	7.7	7.0	4.8	3.3	1.4	0.7	47.3
Delano	1.1	1.9	4.0	4.9	7.2	7.9	8.1	7.3	5.4	3.2	1.5	1.2	53.6
Dinuba	1.1	1.5	3.2	4.7	6.2	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.2
Lindcove	0.9	1.6	3.0	4.8	6.5	7.6	8.1	7.2	5.2	3.4	1.6	0.9	50.6
Porterville	1.2	1.8	3.4	4.7	6.6	7.7	8.5	7.3	5.3	3.4	1.4	0.7	52.1
Visalia	0.9	1.7	3.3	5.1	6.8	7.7	7.9	6.9	4.9	3.2	1.5	0.8	50.7
TUOLUMNE													
Groveland	1.1	1.5	2.8	4.1	5.7	7.2	7.9	6.6	5.1	3.3	1.4	0.7	47.5
Sonora	1.1	1.5	2.8	4.1	5.8	7.2	7.9	6.7	5.1	3.2	1.4	0.7	47.6
VENTURA													
Camarillo	2.2	2.5	3.7	4.3	5.0	5.2	5.9	5.4	4.2	3.0	2.5	2.1	46.1
Oxnard	2.2	2.5	3.2	3.7	4.4	4.6	5.4	4.8	4.0	3.3	2.4	2.0	42.3
Piru	2.8	2.8	4.1	5.6	6.0	6.8	7.6	7.8	5.8	5.2	3.7	3.2	61.5
Port Hueneme	2.0	2.3	3.3	4.6	4.9	4.9	4.9	5.0	3.7	3.2	2.5	2.2	43.5
Thousand Oaks	2.2	2.6	3.4	4.5	5.4	5.9	6.7	6.4	5.4	3.9	2.6	2.0	51.0
Ventura	2.2	2.6	3.2	3.8	4.6	4.7	5.5	4.9	4.1	3.4	2.5	2.0	43.5
YOLO													
Bryte	0.9	1.7	3.3	5.0	6.4	7.5	7.9	7.0	5.2	3.5	1.6	1.0	51.0
Davis	1.0	1.9	3.3	5.0	6.4	7.6	8.2	7.1	5.4	4.0	1.8	1.0	52.5
Esparto	1.0	1.7	3.4	5.5	6.9	8.1	8.5	7.5	5.8	4.2	2.0	1.2	55.8
Winters	1.7	1.7	2.9	4.4	5.8	7.1	7.9	6.7	5.3	3.3	1.6	1.0	49.4
Woodland	1.0	1.8	3.2	4.7	6.1	7.7	8.2	7.2	5.4	3.7	1.7	1.0	51.6
Zamora	1.1	1.9	3.5	5.2	6.4	7.4	7.8	7.0	5.5	4.0	1.9	1.2	52.8
YUBA													
Browns Valley	1.0	1.7	3.1	4.7	6.1	7.5	8.5	7.6	5.7	4.1	2.0	1.1	52.9
Brownsville	1.1	1.4	2.6	4.0	5.7	6.8	7.9	6.8	5.3	3.4	1.5	0.9	47.4

* The values in this table were derived from:

1) California Irrigation Management Information System (CIMIS);
2) Reference EvapoTranspiration Zones Map, UC Dept. of Land, Air & Water Resources and California Dept of Water Resources 1999; and
3) Reference Evapotranspiration for California, University of California, Department of Agriculture and Natural Resources (1987) Bulletin 1922;
4) Determining Daily Reference Evapotranspiration, Cooperative Extension UC Division of Agriculture and Natural Resources (1987), Publication Leaflet 21426

Appendix A - Reference Evapotranspiration (ETo) Table*

County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
SANTA CLARA													
Gilroy	1.3	1.8	3.1	4.1	5.3	5.6	6.1	5.5	4.7	3.4	1.7	1.1	43.6
Los Gatos	1.5	1.8	2.8	3.9	5.0	5.6	6.2	5.5	4.7	3.2	1.7	1.1	42.9
Morgan Hill	1.5	1.8	3.4	4.2	6.3	7.0	7.1	6.0	5.1	3.7	1.9	1.4	49.5
Palo Alto	1.5	1.8	2.8	3.8	5.2	5.3	6.2	5.6	5.0	3.2	1.7	1.0	43.0
San Jose	1.5	1.8	3.1	4.1	5.5	5.8	6.5	5.9	5.2	3.3	1.8	1.0	45.3

* The values in this table were derived from:

1) California Irrigation Management Information System (CIMIS);
2) Reference EvapoTranspiration Zones Map, UC Dept. of Land, Air & Water Resources and California Dept of Water Resources 1999; and
3) Reference Evapotranspiration for California, University of California, Department of Agriculture and Natural Resources (1987) Bulletin 1922;
4) Determining Daily Reference Evapotranspiration, Cooperative Extension UC Division of Agriculture and Natural Resources (1987), Publication Leaflet 21426

APPENDIX B: WATER EFFICIENT LANDSCAPE WORKSHEET

This worksheet is filled out by the Project Applicant and it is a required element of the Landscape Documentation Package.

Reference Evapotranspiration (ETo) _____

Hydrozone # /Planting Description[a]	Plant Factor (PF)	Irrigation Method[b]	Irrigation Efficiency (IE)[c]	ETAF (PF/IE)	Landscape Area (sq, ft,)	ETAF x Area	Estimated Total Water Use (ETWU)[e]
Regular Landscape Areas							
				Totals	(A)	(B)	
Special Landscape Areas							
				1			
				1			
				1			
				Totals	(C)	(D)	
			ETWU Total				
			Maximum Allowed Water Allowance (MAWA)[e]				

[a]Hydrozone #/Planting Description
E.g
1.) front lawn
2.) low water use plantings
3.) medium water use planting

[b]Irrigation Method
overhead spray or drip

[c]Irrigation Efficiency
0.75 for spray head
0.81 for drip

***[d]ETWU* (Annual Gallons Required) =**
Eto x 0.62 x ETAF x Area
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year.

[e]MAWA (Annual Gallons Allowed) = *(Eto) (0.62) [(ETAF x LA) + ((1-ETAF) x SLA)]*
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year, LA is the total landscape area in square feet, SLA is the total Special Landscape Area in square feet, and ETAF is .55 for residential areas and 0.45 for non-residential areas.

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	(B)
Total Area	(A)
Average ETAF	**B ÷ A**

All Landscape Areas

Total ETAF x Area	(B+D)
Total Area	(A+C)
Sitewide ETAF	**(B+D) ÷ (A+C)**

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

~~**Reference Evapotranspiration (ETo)** _____~~

~~Hydrozone # /Planting Description[a]~~	~~Plant Factor (PF)~~	~~Irrigation Method[b]~~	~~Irrigation Efficiency (IE)[c]~~	~~ETAF (PF/IE)~~	~~Landscape Area (sq, ft,)~~	~~ETAF x Area~~	~~Estimated Total Water Use (ETWU)[e]~~
~~**Regular Landscape Areas**~~							

WATER EFFICIENT LANDSCAPE ORDINANCE (Continued)

				Totals	(A)	(B)	
Special Landscape Areas							
				1			
				1			
				1			
				Totals	(C)	(D)	
			ETWU Total				
			Maximum Allowed Water Allowance (MAWA)[e]				

WATER EFFICIENT LANDSCAPE ORDINANCE (Continued)

[e]***MAWA (Annual Gallons Allowed) = (****Eto) (0.62) [(ETAF x LA) + ((1-ETAF) x SLA)]*

where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year, LA is the total landscape area in square feet, SLA is the total Sspecial Llandscape Aarea in square feet, and ETAF is .55 for residential areas and 0.45 for non-residential areas.

ETAF Calculations

Regular Landscape Areas

Total ETAF)	**Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.**
Total Area	
Average ET	

All Landscape Areas

[a]***Hydrozone #/Planting Description***	[b]***Irrigation Method***	[c]***Irrigation Efficiency***	[d]***ETWU*** **(Annual Gallons Required) =**
E.g *1.) front lawn* *2.) low water use plantings* *3.) medium water use planting*	*overhead spray or drip*	*0.75 for spray head* *0.81 for drip*	*Eto x 0.62 x ETAF x Area* where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year.

APPENDIX C: CERTIFICATE OF COMPLETION

~~CITY OF SANTA CLARA~~ ~~CERTIFICATE OF COMPLETION & INSTALLATION~~ ~~SUBMIT TO THE WATER DEPARTMENT UPON COMPLETION OF THE LANDSCAPE PROJECT:~~ ~~1500 WARBURTON AVENUE, SANTA CLARA, CA 95050~~	
~~PROJECT INFORMATION~~	
~~DATE:~~	~~TELEPHONE~~
~~PROJECT NAME~~	~~EMAIL~~
~~APPLICANT NAME (PRINT):~~	~~STREET ADDRESS~~
~~TITLE~~	~~STATE~~
~~COMPANY~~	~~ZIP~~
~~PROJECT OWNER – DECLARATION OF COMPLETION~~	
~~PROJECT OWNER NAME OR DESIGNEE:~~	
~~TITLE~~	
~~COMPANY~~	
~~I CERTIFY THAT I HAVE RECEIVED COPIES OF ALL THE DOCUMENTS ASSOCIATED WITH THE LANDSCAPE PROJECT AND THAT IT IS OUR RESPONSIBILITY TO SEE THAT THE PROJECT IS MAINTAINED IN ACCORDANCE WITH THE LANDSCAPE AND~~	
~~PROPERTY OWNER SIGNATURE~~	~~DATE~~
~~LICENSED PROFESSIONAL – DECLARATION OF INSTALLATION~~	
~~I CERTIFY THAT BASED UPON PERIODIC SITE OBSERVATIONS, THE WORK HAS BEEN SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH THE ORDINANCE AND THAT THE LANDSCAPE PLANTING AND IRRIGATION INSTALLATION CONFORM~~	
~~PRINT NAME AND COMPANY OF LANDSCAPE DESIGNER~~	~~SIGNATURE* ARCHITECT OR IRRIGATION~~
~~EMAIL ADDRESS~~	~~PHONE NUMBER~~
~~*SIGNER OF THE LANDSCAPE DESIGN PLAN, SIGNER OF THE IRRIGATION PLAN, OR A LICENSED LANDSCAPE CONTRACTOR.~~	
~~REQUIRED ATTACHMENTS:~~	
~~IRRIGATION SCHEDULING~~ ~~ATTACH PARAMETERS FOR SETTING THE IRRIGATION SCHEDULE ON CONTROLLER AS REQUIRED BY THE ORDINANCE.~~ ~~SCHEDULE OF LANDSCAPE AND IRRIGATION MAINTENANCE~~ ~~ATTACH SCHEDULE OF LANDSCAPE AND IRRIGATION MAINTENANCE.~~ ~~LANDSCAPE IRRIGATION AUDIT REPORT~~ ~~ATTACH LANDSCAPE IRRIGATION AUDIT REPORT AS REQUIRED BY THE MWELO ORDINANCE.~~ ~~SOIL MANAGEMENT REPORT/SOIL MANAGEMENT AND GRADING DESIGN SURVEY~~ ~~ATTACH SOIL ANALYSIS REPORT OR SOIL MANAGEMENT AND GRADING DESIGN SURVEY, IF NOT PREVIOUSLY SUBMITTED WITH THE LANDSCAPE DOCUMENTATION PACKAGE AS REQUIRED BY THE ORDINANCE. ATTACH DOCUMENTATION VERIFYING IMPLEMENTATION OF RECOMMENDATIONS FROM SOIL ANALYSIS REPORT AS REQUIRED.~~	

WATER EFFICIENT LANDSCAPE ORDINANCE (Continued)

CITY OF SANTA CLARA CERTIFICATE OF COMPLETION & INSTALLATION SUBMIT TO THE COMMUNITY DEVELOPMENT DEPARTMENT UPON COMPLETION OF THE LANDSCAPE PROJECT: 1500 WARBURTON AVENUE, SANTA CLARA, CA 95050		
PROJECT INFORMATION		
Name	Date	
Site Address	Parcel, tract or lot number:	
City	State	Zip Code
APPLICANT INFORMATION		
Name	Tel.	
Title	Email	
Company	Street Address	
City	State	Zip Code
PROPERTY OWNER or their DESIGNEE (if different from Project Applicant)		
Name	Tel.	
Title	Email	
Company	Street Address	
City	State	Zip Code
"I/we certify that I/we have received copies of all the documents within the Landscape Documentation Package and the Certificate of Completion andthat it is our responsibility to see that the project is maintained in accordance with the Landscape and Irrigation Maintenance Schedule."		
Signature		Date
DOCUMENT(S)		**DATE**
Landscape Documentation Package submitted to Community Development Department		
Landscape Documentation Package approved by Community Development Department		
Water Efficient Landscape Worksheet submitted to Water & Sewer Utilities		
CERTIFICATION OF INSTALLATION ACCORDING TO THE LANDSCAPE DOCUMENTATION PACKAGE		
"I/we certify that based upon periodic site observations, the work has been completed in accordance with the ordinance and that the landscapeplanting and irrigation installation conform with the criteria and specifications of the approved Landscape Documentation Package."		
Signature*		Date
*Signer of the landscape design plan, signer of the irrigation plan, or a licensed Landscape Contractor.		
Name	Tel.	
Title	Email Address	
License Number or Certification Number		
Company	Street Address	
City	State	Zip Code
REQUIRED ATTACHMENTS		
IRRIGATION SCHEDULING	Per Rules and Regulations Section 23.M.	
LANDSCAPE & IRRIGATION MAINTENANCE SCHEDULE	Per Rules and Regulations Section 23.N.	
LANDSCAPE IRRIGATION AUDIT REPORT	Per Rules and Regulations Section 23.O.	
SOIL MANAGEMENT REPORT (if not submitted with the Landscape Documentation Package)	Attach verification that the recommendations from the Soil Analysis Report were implemented, per Rules and Regulations Section 23.I.	

WATER EFFICIENT LANDSCAPE ORDINANCE (Continued)

APPENDIX D: PRESCRIPTIVE COMPLIANCE OPTION

(a) This appendix contains prescriptive requirements which may be used as a compliance option to the Model Water Efficient Landscape Ordinance.

(b) Compliance with the following items is mandatory and must be documented on a landscape plan in order to use the prescriptive compliance option:

(1) Submit a Landscape Documentation Package which includes the following elements:

(A) date

(B) P~~p~~roject A~~a~~pplicant

(C) project address (if available, parcel and/or lot number(s))

(D) total L~~l~~andscape A~~a~~rea (square feet), including a breakdown of T~~t~~urf and plant material

(E) project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed)

(F) water supply type (e.g., potable, recycled, well) and identify the L~~l~~ocal R~~r~~etail W~~w~~ater P~~p~~urveyor if the Project A~~a~~pplicant is not served by a private well

(G) contact information for the P~~p~~roject A~~a~~pplicant and property ~~o~~Owner

(H) Project A~~a~~pplicant signature and date with statement, “I agree to comply with the requirements of the prescriptive compliance option to the MWELO”.

(2) Incorporate C~~c~~ompost at a rate of at least four cubic yards per 1,000 square feet to a depth of six inches (6”) into L~~l~~andscape A~~a~~rea (unless contra-indicated by a soil test);

(3) Plant material shall comply with all of the following;

(A) For residential areas, install climate adapted plants that require occasional, little or no summer water (average WUCOLS P~~p~~lant F~~f~~actor 0.3) for 75% of the plant area excluding edibles and areas using R~~r~~ecycled W~~w~~ater; For non-residential areas, install climate adapted plants that require occasional, little or no summer water (average WUCOLS P~~p~~lant F~~f~~actor 0.3) for 100% of the plant area excluding edibles and areas using R~~r~~ecycled W~~w~~ater;

(B) A minimum three-inch (3″) layer of M~~m~~ulch shall be applied on all exposed soil surfaces of planting areas except in T~~t~~urf areas, creeping or rooting groundcovers, or direct seeding applications where M~~m~~ulch is contraindicated.

(4) Turf shall comply with all of the following:

(A) Turf shall not exceed 25% of the L~~l~~andscape A~~a~~rea in residential areas, and there shall be no T~~t~~urf in non-residential areas;

(B) Turf shall not be planted on sloped areas which exceed a slope of ~~1~~ one-foot (1’) vertical elevation change for every ~~4~~ four feet (4’) of horizontal length;

WATER EFFICIENT LANDSCAPE ORDINANCE (Continued)

(C) Turf is prohibited in P~~p~~arkways less than ~~10~~ ten feet (10') wide, unless the P~~p~~arkway is adjacent to a parking strip and used to enter and exit vehicles. Any T~~t~~urf in P~~p~~arkways must be irrigated by sub-surface irrigation or by other technology that creates no O~~o~~verspray or R~~r~~unoff.

(5) Irrigation systems shall comply with the following:

(A) Automatic I~~i~~rrigation C~~c~~ontrollers are required and must use evapotranspiration or S~~s~~oil M~~m~~oisture S~~s~~ensor data and utilize a R~~r~~ain S~~s~~ensor.

(B) Irrigation controllers shall be of a type which does not lose programming data in the event the primary power source is interrupted.

(C) Pressure regulators shall be installed on the irrigation system to ensure the dynamic pressure of the system is within the manufacturers recommended pressure range.

(D) Manual shut~~-~~off valves (such as a gate valve, ball valve, or butterfly valve) shall be installed as close as possible to the point of connection of the water supply.

(E) All irrigation emission devices must meet the requirements set in the ANSI standard, ASABE/ICC 802-2014. "Landscape Irrigation Sprinkler and Emitter Standard," All S~~s~~prinkler H~~h~~eads installed in the landscape must document a D~~d~~istribution U~~u~~niformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.

(F) Areas less than ten ~~(10)~~ feet (10') in width in any direction shall be irrigated with subsurface irrigation or other means that produces no R~~r~~unoff or O~~o~~verspray.

(6) For non-residential projects with L~~l~~andscape A~~a~~reas of 1,000 sq. ft. or more, a private S~~s~~ubmeter(s) to measure landscape water use shall be installed.

(c) At the time of final inspection, the P~~permit~~roject A~~a~~pplicant must provide the O~~o~~wner of the property with a C~~c~~ertificate of C~~c~~ompletion with ~~, certificate~~ certification of installation, irrigation schedule and a schedule of landscape and irrigation maintenance.

APPENDIX E: WELO LANDSCAPE DOCUMENTATION PACKAGE CHECKLIST

City of Santa Clara

Water Efficient Landscape Ordinance (WELO) Landscape Documentation Package Checklist

The following six Landscape Documentation Package components are required by California Code of Regulations, Title 23, Division 2, Chapter 2.7 Model Water Efficient Landscape Ordinance and by the City of Santa Clara Water Service and Use Rules and Regulations.

☐ **1. REQUIRED PROJECT INFORMATION:**

Date		
Project Applicant		
Address & Parcel/Lot #		
Landscape Area	square feet	
Project Type	☐New ☐Rehabilitated ☐Public ☐Private ☐Cemetery ☐Homeowner installed	
Water Supply Type	☐Potable ☐Recycled ☐Well	
Water Purveyor	☐City of Santa Clara ☐Valley Water (private well)	
Landscape Documentation Package Checklist		
Contact:	Email	Telephone
Project Applicant		
Property Owner		
Project Applicant Signature Date:	"I agree to comply with the requirements of the water efficient landscape ordinance and submit a complete Landscape Documentation Package."	

Attach the following to this Landscape Documentation Package checklist:

☐ **2. WATER EFFICIENT LANDSCAPE WORKSHEET**
☐ **3. SOIL MANAGEMENT REPORT** (if significant mass grading is not planned)
☐ **4. LANDSCAPE DESIGN PLAN**
☐ **5. IRRIGATION DESIGN PLAN**
☐ **6. GRADING DESIGN PLAN**

WATER EFFICIENT LANDSCAPE ORDINANCE (Continued)

WATER EFFICIENT LANDSCAPE ORDINANCE (Continued)

~~APPENDIX E: SOIL AND GRADING DESIGN SURVEY~~

~~Project Name:~~
~~Project Location:~~
~~Project Lot Size:~~
~~Site Analysis Completed By:~~

~~Signature Date~~
~~This soil analysis and grading report form is designed to assist the applicant in reviewing existing conditions at their project site and evaluate opportunities to maximize benefits. Respond to the following questions, and submit a report detailing geographic features surrounding the site, topography, vegetation and other site features as directed below.~~

~~**Soil Management Survey**~~

☐ ~~Laboratory soil analysis results are attached.~~

~~OR answer the following questions:~~

~~**1.** What is the infiltration rate in inches per hour for the site soil type?~~
~~(Instructions – in a minimum of three distinct locations dig a hole that would accommodate planting a 5-gallon plant. Fill hole with water and let drain. Fill hole again and measure the depth of the water in the hole and record the time it takes to infiltrate totally into the soil with no remaining standing water. Note the time of year and the level of existing soil saturation by touch).~~

~~**2.** What is the primary project site soil texture? (Example – clay, loam, silt, sand, etc)~~

~~**3.** What is the soil color at 2 inches depth? What is the color at 6 inches? What is the color at 12 inches? (Example – black, dark or light brown, red, gold, gray, blue, etc)~~
~~(a)~~
~~**4.** Has the site been previously or historically contaminated with toxic materials?~~

~~Comments:~~

WATER EFFICIENT LANDSCAPE ORDINANCE (Continued)

~~**Grading Design Survey**~~

☐ ~~Grading Design Plan is attached.~~

~~OR answer the following questions:~~

~~**1.** Does the stormwater runoff from the site discharge to (check all that apply):~~
~~. Indirectly to waters of the U.S. (i.e. discharge flows overland across adjacent properties or rights-of-way prior to discharging into water of the United States)~~
~~☐ Storm drain system~~
~~☐ Directly to the water of the U.S. (e.g. river, lake, creek, stream, bay, ocean, etc.)~~
~~(b)~~
~~**2.** Has a stormwater pollution prevention plan been prepared for this site?~~
~~☐ Yes~~
~~☐ No~~
~~(c)~~
~~**3.** Is there potential for filtering or infiltrating stormwater in the landscape areas (e.g. grassy swales, infiltration planters, bioretention areas)?~~
~~☐ Yes~~
~~☐ No~~
~~(d)~~
~~**4.** Is there potential to store rainwater for future use?~~
~~☐ Yes~~
~~☐ No~~
~~(e)~~
~~**5.** Is the proposed site within a 100 year floodplain?~~
~~☐ Yes~~
~~☐ No~~
~~(f)~~
~~**6.** Is a creek protection plan required for this site?~~
~~☐ Yes~~
~~☐ No~~
~~Commen~~

POTABLE AND RECYCLED WATER SYSTEM

RULES AND REGULATIONS

CITY OF SANTA CLARA

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1. GENERAL STATEMENT AND DEFINITIONS

1.A ESTABLISHMENT OF RULES AND REGULATIONS

The following rules and regulations, rates and charges governing the Water and Recycled Water system furnished by the City of Santa Clara, California are hereby established.

1.B GENERAL STATEMENT

The City of Santa Clara Water and Sewer Utilities Department, referred to as the "Water Utility," shall furnish Water and Recycled Water Service in accordance with the Municipal Services Division's Utility Services Rules and Regulations and the regulations hereinafter set forth, and in accordance with all other applicable ordinances, to any property within the corporate limits of the City and to such areas outside the City limits as the City Council may designate.

All water used must be taken through a water meter unless a Permit is first obtained in compliance with the regulations contained in these Rules and Regulations.

Applications for service to Premises for which a Service Connection has already been installed may be made in accordance with the Utility Services Rules and Regulations, which are incorporated herein by reference as though set forth in full. Such applications will signify the Customer's willingness and intention to comply with all applicable Rules and Regulations and rates duly adopted, and to make payment for Water Service rendered.

If application is made for service to property where no Service Connection has been installed, but a distribution Main is adjacent to the property, the applicant, in addition to making application for service, shall comply with the regulations governing the installation of Service Connections. Where an extension of the distribution Main is necessary or a substantial investment is required to furnish service, the applicant shall be informed by the City of the applicable provisions of the Code and these Rules and Regulations governing the extension of distribution Main and facilities.

1.C WATER USE RESTRICTIONS AND PROHIBITIONS

1. The Water Use Restrictions and Prohibitions below are specific measures which prevent water waste and achieve reasonable, yet substantial, reductions in water use by all users in the City. The following uses of water are prohibited by the City:
   - (a) Wasting water, which includes but is not limited to, the flooding or Runoff on City sidewalks, gutters, and streets,
   - (b) Cleaning or washing of sidewalks, driveways, patios, parking lots, or other paved or hard-surfaced areas,
   - (c) Washing cars, buses, boats, trailers, or any vehicle by use of a hose unless that hose is fitted with an operating automatic shutoff valve.
   - (d) Water waste due to broken or defective plumbing, fire system, irrigation system, or any Appurtenance thereto; or to open or to leave open any stopcock or faucet so as to permit water waste,
   - (e) Service of water by any restaurant unless requested by a patron,
   - (f) Installation of a single-pass cooling system,
   - (g) Installation and/or use of a non-recirculating, decorative fountain,

(h) Construction of a non-recirculating conveyor car wash,

(i) Overhead Spray Irrigation using Sprinkler Heads, Spray Heads and/or rotors between the hours of 9 a.m. and 6 p.m.,

(j) Watering lawns during or within 48 hours of measurable precipitation,

(k) Irrigating Non-Functional Turf (Decorative Grass) on public street Medians

(l) Applying Potable Water to Non-Functional Turf at commercial, industrial or institutional (CII) sites, including common areas of homeowners' associations (HOAs),

(m) Irrigation of landscapes outside of newly constructed homes and buildings in a manner inconsistent with regulations or other requirements established by California Building Standards Commission and the Department of Housing and Community Development,

(n) Street cleaning or construction site preparation, if Recycled Water is available.

2. To further prevent the waste of Potable Water, the installation of Non-Functional Turf is prohibited in new and existing Non-Residential Landscape Projects and multifamily Landscape Projects.

   (a) The use of Potable Water is not prohibited to the extent necessary to ensure the health of trees and other perennial non-Turf plantings or to the extent necessary to address immediate health and safety, sanitation, or fire protection needs as determined by the fire marshal. Unless otherwise permitted by the fire marshal, the watering permitted under this section 1.C.2(a) must be completed in a manner that prevents Runoff.

3. In addition to the above water use prohibitions and to promote efficient water use, hotels/motels shall provide guests with the option of choosing not to have towels and linens laundered daily. Notice of this option shall be displayed prominently in each guestroom using easily understood terms and language.

1.D INCORPORATION OF MUNICIPAL SERVICES DIVISION UTILITY SERVICES RULES AND REGULATIONS

These Rules and Regulations hereby incorporate by reference all Rules and Regulations of the Municipal Services Division of the Department of Finance, hereinafter referred to as "Utility Services Rules and Regulations," of the City of Santa Clara. Rules governing the establishment of credit, rendering and payment of bills, financial aspects of temporary service or discontinuance of service for water are contained in the Utility Services Rules and Regulations.

1.E INCORPORATION OF WATER SUPPLY MASTER PLAN AND MANAGEMENT PLAN

These Rules and Regulations hereby incorporate by reference the Water Supply Master Plan and the Urban Water Management Plan adopted by the Water and Sewer Utilities Department, collectively the "Master Plans." All Developments and construction shall conform with the requirements of such Master Plans in effect at the time of construction.

1.F INCORPORATION OF TITLE 17 AND TITLE 22

These Rules and Regulations hereby incorporate by reference all applicable regulations of the State of California Division of Drinking Water (DDW) of the State Water Resources Control Board including Title 17 and Title 22 and all successor regulations. In the event of any disagreement between the City's Rules and Regulations and DDW regulations, the most conservative requirement between them shall apply.

1.G INCORPORATION OF AWWA STANDARDS

These Rules and Regulations hereby incorporate by reference all American Water Works Association (AWWA) Standards in effect at the time of Permit approval. In the event of any disagreement between the City's Rules and Regulations and the AWWA Standards, the most conservative requirement between them shall apply.

1.H INCORPORATION OF STANDARD DETAILS AND SPECIFICATIONS

These Rules and Regulations hereby incorporate by reference all Water Standards, henceforth "Standards," adopted by the Water and Sewer Utilities Department which include the Water and Sewer Utilities Standard Drawings and Specifications, the Public Works Standards Details, the Public Works Standards Specifications, and the Public Works Design Criteria. All water infrastructure materials and construction methods shall conform with the requirements of such Standards in effect at the time of building Permit issuance.

1.I DEFINITIONS

Terms appearing with an initial letter capitalized are defined terms. The definitions set forth in the Utility Services Rules and Regulations for the Municipal Services Division, Department of Finance, are incorporated by reference as set forth in full, and those definitions are not repeated here; reference should be made to Section 1.B of Utility Services Rules and Regulations. Unless the particular provision or context otherwise requires, the definitions and provisions contained in the Water and Recycled Water system Rules and Regulations Sections 1.I and 20.B and the Utility Services Regulations Section 1.B, shall govern the construction, meaning, and application of words and terms used in these Rules and Regulations. The singular of a word or term shall include the plural and the plural shall include the singular. Such words or terms as defined in these Rules and Regulations Section 1.I and 20.B shall be initially capitalized when used in context of these Rules and Regulations.

Appurtenances: Assets associated with the water distribution system that are additional to the pipe assets themselves such as valves, meters, Backflow preventers, meter boxes, joints, tees, elbows, etc.

Auxiliary Water: A water supply on or available to the Premises from a source other than the City's Potable Water supply. This may include water from another Local Water Purveyor, a natural source such as a well or stream, or water that may originate in the City's Potable Water supply, but passes through an Appurtenance such as a fire hydrant, Backflow device, fire department connection, etc., or is stored on the site such as a private pipe network or a tank.

Backflow: The reverse flow of water or any other fluid or substance or any combination or mixture thereof from the Customer's system into the City's water distribution system.

1. GENERAL STATEMENT AND DEFINITIONS (Continued)

Backflow Prevention Device: A City-approved device that prevents Backflow into the City's water distribution system. The types of Backflow devices accepted by the City include:

- **Reduced Pressure Principle Backflow Prevention Assembly (RP):** A device incorporating two or more check valves and an automatically operating differential relief valve located between the two checks, two shutoff valves, and equipped with necessary Appurtenances for testing. The device shall operate to maintain the pressure in the zone between the two check valves, less than the pressure on the public water supply side of the device.
- **Reduced Pressure Principle Detector Backflow Prevention Assembly (RPDA):** A device that includes a bypass containing a City specific water meter and an approved reduced-pressure principle Backflow Prevention Device. The City meter shall register accurately for only very low Flow Rates, up to three gallons per minute, and shall show a registration for all rates of flow.
- **Double Check Detector Assembly (DCDA):** A device composed of a line-size double check valve device with a bypass containing a specific water meter and an approved double check valve device.

Best Management Practice: A policy, program, practice or rule aimed at more efficient use or conservation of the water resources of the City and State.

City: The City of Santa Clara, California, acting through its elected officials or its duly authorized officers, employees, agents, or fictitious business names.

City Code: The Code of the City of Santa Clara, California.

City Equipment: Any property, facility, apparatus, or material associated with providing one or more utility services including, but not limited to, City's electric distributions system, water distribution system, pipes, ducts, conduits, valves, meters, Backflow Prevention Devices, transformers, protective devices, wiring, switches, meters and other Appurtenances required to provide a utility service to Customer's Premises.

City Employee: Any authorized City Employee, agent or representative.

City's Operating Convenience: The utilization of facilities or practices which contribute to the overall efficiency, safety or reliability of the Water Utility operations. City's Operating Convenience does not refer to Customer convenience or adoption of practices required to comply with applicable ordinances, rules and regulations, or similar requirements of public authorities.

City's Water System: The water supply and distribution system and all Appurtenances thereto owned and operated by the City, including all Service Connections to the City's water Mains.

Commercial Service: Provision of water to Premises where the Customer is engaged in trade.

Cross-Connection: An unprotected actual or potential physical connection between any part of a water system used or intended to supply water for drinking purposes and any source or system containing unapproved water or substance that is not or cannot be approved as safe, wholesome, and potable for human consumption. Direct piping between the two systems, bypass arrangements, jumper connections, removable sections, swivel or changeover devices, or other devices through which Backflow could occur are Cross-Connections and are prohibited, regardless of the presence of valves, Backflow Prevention Devices or other Appurtenances.

Customer: The Person, Persons, firm, association, governmental agency, corporation or other legal entity who use, are entitled to use, or benefit from the use of City of Santa Clara Utilities.

1. GENERAL STATEMENT AND DEFINITIONS (Continued)

Development: The subdivision, construction or improvement of Premises that requires an application for an Entitlement or Permit from the City. This shall include new construction, remodeling of existing buildings, and tenant improvements.

Dual Plumb: A system of plumbing installations used to supply both Potable and Recycled Water to a home or business. Under this system, two completely separate water piping systems are used to deliver water to the fixture.

Entitlement: The approval of a City of Santa Clara planning application.

Fire Service: Fire protection service through fire hydrants connected to the water distribution system and made available to the City Fire Department. Private Fire Service is the provision of water to Premises for Fire Service Connections.

Flow Rate: The rate at which water flows through the pipes, valves and emission devices. (gallons per minute, cubic feet per second, gallons per hour).

Graywater: Untreated wastewater that has not been contaminated by any toilet discharge, has not been affected by infectious, contaminated, or unhealthy bodily wastes, and does not present a threat from contamination by unhealthful processing, manufacturing, or operating wastes. Graywater includes, but is not limited to, wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines, and laundry tubs, but does not include wastewater from kitchen sinks or dishwashers. Health and Safety Code Section 17922.12.

Industrial Service: Provision of water to Premises for use in manufacturing or processing activities.

Infiltration Rate: The rate at which soil accepts water as applied, expressed in inches per hour.

Landscape Project: An undertaking of landscape design and installation on a particular area of land. A Landscape Project may be associated with an individual lot, a building project, or a multi-phased Development. It may also be a larger, comprehensive landscape scheme that is not coupled with an individual building project.

Local Water Purveyor: Any entity, including a public agency, city, county, or private water company that provides retail Water Service.

Main Extensions: Extension of distribution pipelines including all necessary Appurtenances, exclusive of Service Connections, beyond existing facilities.

Mains: Distribution pipelines, which are used to service the general public, and are located in streets, highways, public rights of way or easements through private lands.

Median: Area between opposing lanes of traffic that may be unplanted or planted with trees, shrubs, perennials, and ornamental grasses.

Meter Rate Service: Provision of water in measured quantities through metered service.

Non-Potable Water: Water that has not been treated for human consumption in conformance with the latest edition of the United States Public Health Service Drinking Water Standards, the California Safe Drinking Water Act, or any other applicable Standards.

Non-Residential Landscape: Landscapes in commercial, institutional, industrial and public settings that may have areas designated for recreation or public assembly. It also includes portions of common areas of Common Interest Developments with designated Recreational Areas and multifamily homes where landscaping is managed by a homeowners' association or other common interest Development.

Overhead Spray Irrigation/Devices: Devices that deliver water through the air (e.g., Spray Heads and rotors).

Owner: Property or building Owner and authorized agents.

Permit: Any Permit issued by the City of Santa Clara Building Department, Fire Department, Department of Public Works, or Water and Sewer Utilities Department.

Potable Water: That water that is pure and wholesome, does not endanger the lives or health of human beings, and conforms to the latest edition of the California Safe Drinking Water Act, or other applicable Standards.

Premises: Any building, lot, parcel, real estate, land, or portion of land, whether improved or unimproved, occupied or unoccupied, including adjacent streets, sidewalks, pathways, parking strips, all structures, equipment or portions thereof occupied or operated by a Customer or tenants of a Customer and situated on an integral parcel of land undivided by a public highway, street or railway to which one or more utility services is or could be provided.

Public Use: Provision of water for Public Uses.

Recycled Water: Non-Potable, tertiary-treated water in compliance with the California Code of Regulations (CCR), Title 22, Division 4, Environmental Health Water Recycling Criteria and used for approved purposes.

Regulatory Agencies: Those public agencies legally constituted to protect the public health and water quality, such as the State DDW, the State RWQCB and the County EHS.

Runoff: Potable or Recycled Water that is not absorbed by the soil or landscape to which it is applied and flows outside the approved irrigation area. Runoff may result from water that is applied at too great a rate (application rate exceeds Infiltration Rate) or when there is a slope.

Separate Service Connection: A Service Connection used for a single land use and water use.

Service Connection: The connection of City of Santa Clara water, Recycled Water or sewer equipment to Customer equipment for the purpose of providing utility services. This includes, but is not limited to, all or any portion of the water pipe and Appurtenances, including the meter, between the City distribution line and an individual Customer's system.

Service Order: Customer request for the connection or discontinuance of Water Service.

Sprinkler Head or Spray Head: A device that delivers water through a nozzle.

Standards: The Standard Details, Standard Specifications, and Design Criteria adopted by the City of Santa Clara and in effect at the time of building Permit issuance.

Submeter: A secondary device beyond a meter that measures water consumption of individual units or buildings within Premises that have multiple units or buildings.

Swimming Pool: A Water Feature intended for swimming, recreational bathing or wading that contains water over 24 inches (24") deep. This includes in-ground, above ground, and on-ground pools; hot tubs; spas and fixed-in-place wading pools.

Tamper: To rearrange, bypass, damage, alter, interfere with, break, prevent normal function of equipment in any way, prevent access to equipment, or hinder a City Employee in the performance of their duties.

Temporary Water Service: Service for an enterprise or activity which is temporary in character, where it is known in advance that service will be of limited duration, or the permanency of which has not been established.

1. GENERAL STATEMENT AND DEFINITIONS (Continued)

Total Cost: The sum of all fully located expenses including overheads, all labor, material and use of City Equipment to complete a particular repair or addition to the system, and the cost of associated resources consumed.

Turf: A groundcover surface of non-native, ornamental grass or a groundcover surface of mowed grass. Cool season grasses may include annual bluegrass, Kentucky bluegrass, perennial ryegrass, Red Fescue, and Tall Fescue. Warm season grasses may include Bermuda grass, Kikuyu grass, Seashore Paspalum, St. Augustine grass, Zoysia grass, and Buffalo grass.

- **Functional Turf:** Turf located in a recreational use area or community space, including sports fields and Turf used regularly for human recreational purposes or community events. Turf enclosed by fencing or other barriers to permanently preclude human access for recreation or assembly is not Functional Turf.
- **Non-Functional Turf (Decorative Grass):** Turf that is solely ornamental and does not serve a community or neighborhood function, including use for recreational purposes or civic or community events.

Utility Connection Point: Point of delivery determined by the City Water Department.

Utility Services Rules and Regulations: The rules and regulations of the Municipal Services Division of the City of Santa Clara Department of Finance.

Water Feature: A design element where open water performs an aesthetic or recreational function. Water Features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and Swimming Pools (where water is artificially supplied). The surface area of Water Features is included in the high water use Hydrozone of the Landscape Area. Constructed wetlands used for onsite wastewater treatment or Stormwater Best Management Practices that are not irrigated and used solely for water treatment or Stormwater retention are not Water Features and, therefore, are not subject to the water budget calculation for landscapes.

Water Service: Provision of either Potable or Recycled Water to a Customer's property or Premises through a metered Service Connection.

Water Utility: The City of Santa Clara Water and Sewer Utilities Department. The Water Utility and the City are one and the same.

2. NOTICES

2.A NOTICES TO THE CUSTOMER

Notice, under and pursuant to the effective Rules and Regulations of the City, from the City to a Customer may be given by written notice, either delivered by the City or properly enclosed in a sealed envelope and deposited in any United States Post Office postage prepaid, addressed to the Customer's last known address.

2.B NOTICES TO THE CITY

Requests for Permits or licenses pursuant to the effective Rules and Regulations of the City and notices from any Water Service Customer to the City regarding a relocation of Water Service, an increase in size of Water Service, or any material change either in the amount or type of appliances or equipment installed upon the Premises shall be presented by the Customer or authorized agents through completion of an appropriate application prior to any modification to the existing Water Service Connections or change in water use. The request shall be made, in person, or sent by postal mail or email to the following addresses, respectively:

City of Santa Clara
Water and Sewer Utilities
1500 Warburton Ave.
Santa Clara, CA 95050

Email: Water@SantaClaraCA.gov

3. APPLICATION FOR WATER SERVICE

3.A SERVICE ORDER APPLICATIONS

Application is required by the Municipal Services Division Office for any Premises on which one or more utility services are to be provided when Water Service is desired. By applying for any Water Service, an applicant indicates their willingness and intention to comply with all applicable Rules and Regulations, and to make payment for such utility services when due and in accordance with applicable rates. Application for Water Service does not in itself bind the City to serve any applicant except under reasonable conditions as determined by the City, nor does it bind the applicant to take Water Service for a longer period than the minimum requirements of the appropriate rate schedule(s).

Applications for residential, Commercial, Institutional and Industrial Service (CII) will be accepted online, by telephone or in person at the Municipal Services Division.

For new Service Connections, no meter shall be installed prior to the submittal of a utility services application. The Director of Water and Sewer Utilities may require the separation or modification of any Service Connection in order to comply with these Rules and Regulations or to facilitate the maintenance and operation of the public system.

3.B CHANGES IN WATER SERVICE

When a Customer intends to make any material change either in the amount or type of the equipment installed upon the Premises to be supplied with water by the City, the Customer shall immediately provide written notice to the City Water Utility. Failure to comply may result in a discontinuance of Water Service without notice.

Customer will be liable for damages to City Equipment and facilities resulting from the Customer's failure to provide written notification to, and approval of, the City Water Utility prior to the addition of water demand.

Customer may be subject to reassessment of rate schedule qualification as provided by these Rules and Regulations.

3.C DISCONTINUANCE OF WATER SERVICE

Only authorized City Employees are allowed to disconnect the Service Connection from City Systems. A Customer desiring termination of one or more utility Service Connections must give the Municipal Services Division not less than two (2) working days' notice and state the date on which the termination is to become effective. The Customer will be responsible for all charges associated with all utility Service Connections furnished at the Premises until such time as that utility Service Connection has been discontinued. The City may discontinue Water Service for any one or more of the reasons identified in the Utility Services Rules and Regulations, in compliance with the Water Shutoff Protection Act, Health and Safety Code Sections 116900 et. seq. related to residential customer water shutoffs for non-payment.

4. RATES

4.A RATES

The rates to be charged by and paid to the City for Water Service shall be the rates legally in effect and on file with the City Clerk, where they shall be available for public inspection.

4.B TEMPORARY RATE SCHEDULE

An applicant for Water Service may be assigned a temporary rate schedule until qualification parameters for a customary rate schedule are met. The qualification period shall not exceed twelve (12) months and any change in rate schedule due to new Water Service qualification will apply retroactive to the date of qualification under applicable rate schedule then in effect. The selection of the temporary rate shall be made by the Municipal Services Division and based on historical usage for the Premises, historical usage of the Customer, (an estimate if historical usage is not available), or as provided for by these Rules and Regulations.

4.C ESTABLISHMENT OF NEW OR OPTIONAL RATES

If the City adopts new or optional schedules or rates, the City shall take such measures as may be reasonable to advise those of its Customers who may be affected by the change.

In the case where the City adopts new rate schedules which allow a Customer to qualify for more than one rate or schedule, the Customer may request which applicable rate or schedule is desired. Upon request, the Municipal Services Division shall assist the Customer to select the most appropriate rate or schedule, or in the absence of a request, the Municipal Services Division shall have the authority to make the selection based on the available information.

4.D REASSESSMENT OF RATE SCHEDULE QUALIFICATION

A Customer may request a reassessment of their qualification for a particular rate schedule. A change to a different applicable schedule, as approved by the Municipal Services Division, shall become effective for service rendered after the next regular meter reading following the date of approval by the City. The effective date may be delayed if a change in Water Service hardware, water meter or other associated equipment is required. Notices shall be served as indicated in Water and Recycled Water system Rules and Regulations Section 2 herein.

4.E SERVICE BY FACILITIES PURCHASED FROM OTHER UTILITIES

Where the City has purchased Water Service facilities from other water utilities, the Customer shall be placed on the applicable City rate schedule.

5. METER TEST AND ADJUSTMENT OF BILLS FOR METER ERROR

5.A METER TEST

Each meter will be tested at regular intervals which shall be determined by the Water Utility.

5.B METER TEST - CUSTOMER REQUEST

1. Any Customer may, after giving not less than one (1) week's notice, request the City to test the meter serving their Premises.
2. Except as provided herein, the City may require from the Customer a fee to cover the cost of the test.
3. The fee will be refunded to the Customer if the meter is found, upon test, to register more than two (2%) percent fast under conditions of normal operation. The deposit will be retained by the City to cover test costs if the meter is less than two (2%) percent fast. The Customer will be notified, not less than five (5) days in advance of the time and place of the test.
4. A Customer shall have the right to require the City to conduct the test in their presence, or in the presence of their representative. A written report giving the results of the test will be supplied to the Customer within ten (10) days after completion of the test.

5.C ADJUSTMENT OF BILLS FOR METER ERROR

1. **Fast Meters**: When, as a result of any test, a meter is found to be registering more than two (2%) percent fast under conditions of normal operation, the City will make necessary adjustments to the Customer's bill (credit or charge) to correct the overcharge in accordance with Utility Services Rules and Regulations Section 6.H.3.
2. **Slow Meters**: Upon testing, if a meter under normal conditions is found to register less than ninety-eight percent (98%) of the actual consumption, Municipal Services Division may bill the Customer for the undercharge based on the corrected meter readings (100% actual consumption) for the period in which the meter was in use in accordance with Utility Services Rules and Regulations Section 6.H.3.
3. Non-Registering Meters: Municipal Services Division may bill the Customer for water consumed while the meter was not registering. At Municipal Services Division's option, the bill will be computed on an estimate of consumption based on the Customer's use during the same season of the preceding year or based on an alternate method of estimation determined by Municipal Services Division, which includes, but is not limited to, the City's experience with Customers' usage on the same rate schedule; and the general characteristics of the Customer's operations.

6. APPEAL FROM THE APPLICATION, REQUIREMENTS, OR INTERPRETATION OF THESE RULES AND REGULATIONS

6.A REQUEST FOR APPEAL

Unless California law, this Code, or an ordinance or resolution of the City prescribes an alternative procedure, any Customer may request an appeal from an interpretation, requirement or application of the Rules and Regulations. The appeal may be made by submitting a written Request for Appeal to the Director of Water and Sewer Utilities. Upon receipt of a Request for Appeal, the Director shall review the request and notify the appellant in writing of their decision within forty-five (45) days of the request. Appeal from the application, requirements or interpretation of the Utility Services Rules and Regulations shall be made in accordance with those Rules and Regulations.

6.B SUBSEQUENT APPEAL

A Customer may further appeal the Director's determination regarding the appeal from the application, requirements, and/or interpretation of these Rules and Regulations to the City Manager. Such a subsequent appeal must be made in writing and received by the City Clerk within seven (7) calendar days after receipt of the written decision by the Director.

6.C APPEAL COMPONENTS

The appeal to the City Manager shall consist of a written notice of the appeal, written details explaining the grounds on which the appeal is based, and the payment of an appeal fee set by resolution of the City Council.

6.D APPEAL TIMEFRAME

The appeal to the City Manager shall be heard within forty-five (45) days from the filing of said notice. If an address is not provided in the notice of appeal, such notice need not be given to the Customer.

6.E HEARING NOTICE

Written notice of such hearing informing the appellant of the date and time of the hearing shall be personally served upon the appellant, or on any person employed in the place where the business in question, or activity, is maintained. If service cannot be made in the foregoing manner, then a copy of such notice may be mailed to the appellant at their place of business or their last address known to the City Clerk, at least five (5) days prior to the hearing. The time of such notice may be shortened by the City Manager with the written consent of the appellant.

6.F HEARING

At the hearing, an opportunity will be afforded to the appellant and the City to make statements for the record regarding the facts in dispute and the circumstances surrounding the matter being appealed. A record of the hearing will be established.

6.G APPEAL DECISION

The City Manager shall render their decision within forty-five (45) days after the conclusion of said hearing. In their decision, the City Manager may reverse, set aside, affirm, amend or modify the decision of the Director. The decision of the City Manager shall be final insofar as the administrative hearing process is concerned.

7. NEW DEVELOPMENT

7.A WATER SUPPLY ASSESSMENTS

New Developments may be required to complete a Water Supply Assessment (WSA) as mandated by the State Water Code and pay for any applicable fees. All Development projects shall submit a WSA form to determine the project's demands and whether a WSA will be required unless otherwise waived by the City.

7.B DEVELOPMENT IMPACT ANALYSIS

All Developments shall request a Development Impact Analysis (DIA) from the City to determine the available fire flow capacity and residual pressure for public hydrants and onsite private fire system connections (unless waived by the Director of Water and Sewer Utilities) and pay any applicable fees. If the existing City system cannot supply the Development with the required fire flow, the Developer shall install the required infrastructure needed to supply the required fire flow at the Developer's expense.

7.C PUBLIC WATER MAINS

All new public water Mains shall be located within the paved areas of public streets and shall meet all City and State separation requirements. Onsite water Mains will not be accepted by the City, nor will easements be granted unless otherwise allowed by the Director. All existing onsite public water Mains shall be converted to a private system and all services shall be reconnected to the public system unless otherwise allowed by the Director.

7.D MAXIMIZING RECYCLED WATER USE

All Developments including multifamily and non-residential buildings shall use Recycled Water for all Non-Potable, permitted uses including, but not limited to, irrigation, Dual Plumbing, cooling, and any other commercial, industrial or institutional use as permitted. Recycled Water shall be used for all construction activities for Developments.

7.E RECYLCED WATER CONVERSION

All Developments that are required to use Recycled Water shall convert any existing non-domestic water use that is eligible for Recycled Water into an approved Onsite Recycled Water system at the Developer's expense.

7.F RECYCLED WATER READY

Where Recycled Water is not available, as determined by the Director, the project shall be designed to receive Recycled Water in the future. All onsite plumbing for non-domestic water uses (irrigation, industrial processes, cooling, etc.) shall be designed for Recycled Water use and shall comply with all Recycled Water regulations.

7.G GRAYWATER READY

When a Development chooses to use a Graywater dual drainage laundry plumbing system, alternative plumbing piping shall be installed to permit the discharge from the clothes washer or other fixtures to be used for an irrigation system in compliance with the California Plumbing Code.

7.H MAIN EXTENSIONS AND UPSIZING REQUIRED FOR FIRE DEMAND USE

Applicants, subdividers or property Developers may be conditioned to extend and/or upsize a water Main in order to comply with the City's design and fire protection criteria. The size and extent of the upsize and/or extension shall be determined by the results of the DIA and shall be installed at the Developer's expense.

7.I MAIN EXTENSIONS FOR RECYCLED WATER USE

Applicants, subdividers or property Developers may be conditioned to extend a Recycled Water Main at the Developer's expense in order to comply with the City's requirement to maximize the use of Recycled Water permitted on the Premises. The limit of the extension shall be determined by the Director of Water and Sewer Utilities.

7.J MAIN REPLACEMENT

Main replacement for the water and Recycled Water system for new Developments shall be required where additional services are expected to accelerate the loss of integrity of the existing water or Recycled Water Main. The limits of the replacement shall extend between the nearest valves located beyond the project frontage or as required by the Director.

7.K WATER MAIN TIE-INS TO THE CITY'S WATER SYSTEM

1. Tie-ins to the City's Water System shall not be performed without the authorization of the Water Utility and under the observation of a representative from the Water Utility.
2. Contractor shall notify the Water Utility of all proposed tie-ins and shall provide a tie-in plan which includes, at a minimum, the location and sequence of all tie-in connections, the proposed sampling locations, a disinfection plan, a directional flushing plan, a shutdown plan, all City Water System valves that will be utilized, a list of all Customers that will be impacted by the tie-in plan along with supporting exhibits and an implementation schedule prior to the initiation of construction.
3. The tie-in plan shall reduce or eliminate the number of non-isolated tie-ins planned in favor of using isolated tie-ins to the City's Water System.
4. The City cannot guarantee a complete water shutdown; Contractor is responsible for providing adequate dewatering efforts to complete tie-in work.
5. Contractor shall be responsible for providing temporary water connections to critical services that are required to stay in service during the tie-in or where a tie-in duration will affect a critical service's normal operation.
6. All tie-ins shall be restrained in accordance with City Standards.

7. Bacteriological testing will be provided by the City for all initial sampling approved by the City. It is the Contractor's responsibility to pass all bacteriological testing. Any additional disinfection, sampling, flushing, or chlorination performed by City forces or consultants, including any overtime needed, in response to a failed bacteriological test shall be charged to the Contractor. No bacteriological testing shall be performed on Thursday, Friday, Saturday or Sunday unless otherwise approved by the Director.
8. Contractor shall notify all impacted users ten (10) calendar days prior to any approved shutdown and provide the City with a sample of the notification and a summary of the outreach performed.

7.L WORK OUTSIDE OF THE CITY'S NORMAL WORK HOURS

1. The Water Utility does not regularly work outside of normal working hours, but in rare and exceptional circumstances, the City may consider it pursuant to the following conditions.
2. Construction work for the installation of water infrastructure shall not be performed outside of normal City work hours without the written authorization of the Director. Contractor shall exhaust all options prior to requesting work outside of normal City work hours.
3. Requests for work outside of normal City work hours must be submitted to the Water Utility six (6) weeks prior to the proposed date of the work. The request shall discuss the options considered by the Contractor and the reasons why work cannot be performed within normal work hours and shall include a tie-in plan if the work will involve a shutdown of a portion of the City's Water System.
4. Contractor shall pay all applicable fees for work outside of normal work hours prior to the proposed date of work.

7.M DEVELOPMENT SHALL INSTALL BACKFLOW PREVENTION DEVICES

Unless otherwise required by Title 17 or any successor regulation, all Developments except single-family homes, duplexes and Accessory Dwelling Units (ADUs), shall install a Backflow device that meets City's current standard on every Potable Water Service Connection to the Premises.

7.N UPGRADING SERVICE CONNECTIONS TO MEET CURRENT STANDARD

Unless otherwise required by Title 17 or any successor regulation, all Developments except single-family home remodels, with existing Backflow Prevention Devices which do not meet the City's current Standard or, in the opinion of the Director, do not provide adequate protection from Backflow, shall be upgraded at the Developer's expense. Upgrading may include complete replacement and relocation of the Backflow Prevention Device and meter assembly, installation of additional devices and /or correction of any onsite Cross-Connection hazards. All upgrades to Fire Service Connections shall require the approval of the City Fire Department prior to installation.

7.O SEPARATE SERVICES

All Developments shall provide Separate Service Connections for each type of water and Recycled Water use, such as, but not limited to, domestic, fire, irrigation, Dual Plumbing, cooling, industrial water use, and for each type of land use such as, but not limited to, residential, commercial, industrial use on the Premises, each separately metered and tapped at the water Main. Multiple water uses shall not be served by a single Service Connection. All services shall be metered separately.

7.P MINIMUM SERVICE SIZE FOR SINGLE-FAMILY HOMES

The minimum meter and service size for a new single-family home, remodel or ADU with a fire sprinkler shall be a one-inch (1”) meter and Service Connection.

7.Q SUBMETERING

All Developments shall comply with the Submetering requirements of the California Water Code, Health and Safety Code and Building Code. All requests for exemptions shall be submitted to the City’s Building Official.

7.R PRIVATE WELLS

1. It shall be the responsibility of the Owner/Developer to disclose the existence of all water wells on the property to be developed. The locations of all existing wells shall be shown on all site plans and included with Permit applications to the City for any onsite modifications or construction.
2. All Developments with existing private wells shall be assessed for Cross-Connection hazard and may be required to be removed if deemed a “high hazard” by the City.
3. Developments that are required to remove existing wells shall destroy all existing wells in accordance with all applicable regulations prior to connection to the City’s Water System whether expressly stated or not.
4. The well or wells shall be sealed in accordance with the Standards promulgated by Santa Clara Valley Water District. A copy of the Destruction Permit issued by the District, indicating that the well or wells have been properly sealed, shall be submitted to the City as evidence thereof.

7.S DEVELOPMENT REVIEW

Prior to submitting any projects for Water Service, the Developer shall submit a site plan showing all existing utilities, trees, structures and easements to the Water Utility. Developer shall then contact the City Water Utility for requirements and prepare the site plan resolving coordination of all utilities. Charges for new Service Connections are payable in advance and shall be in accordance with the applicable sections of the City Code.

7.T UTILITY CLEARANCES

The Developer shall maintain a minimum of one foot (1') of vertical clearance measured from outside diameter to outside diameter at all Water Service crossings with other utilities, and the following required minimum horizontal clearances, measured from outside diameter to outside diameter of edge, from Water Services:

(a) ten feet (10') from sanitary sewer utilities,

(b) ten feet (10') from Recycled Water utilities,

(c) eight feet (8') from storm drain utilities,

(d) five feet (5') from fire and other water utilities,

(e) three feet (3') from abandoned Water Services,

(f) five feet (5') from gas and electric utilities,

(g) seven feet (7') from high pressure gas mains,

(h) five feet (5') from the edge of the proposed or existing driveway, and

(i) five feet (5') from structures, poles and fountains.

All trees, existing and proposed, shall maintain a minimum clearance of ten feet (10') from any existing or proposed water facilities. If tree root barriers are used, clearance from trees reduces to five feet (5') measured from the edge of the tree root barrier to the edge of water facilities. Existing trees that conflict shall be removed. Trees shall not be planted in water easements or public utility easements.

No structures (fencing, foundation, etc.) or treatment facilities (biofiltration swales, etc.) shall be placed over utilities and utility easements.

7.U RELOCATION OF EXISTING FACILITIES

No existing City facility shall be relocated prior to the authorization of the City and the cost of the relocation shall be paid for by the Developer.

7.V RIGHTS OF WAY

Water easements shall be provided by Customer for all City Water Utility facilities located outside of the public right of way. City will determine the location of easements and prepare document(s) at Customer's expense, for Customer's signature, unless easements are dedicated on a Tract or Parcel map. The City is not obligated to accept an easement or any public improvement installed within an easement on private property.

7.W OBLIGATION TO PROTECT EXISTING PUBLIC UTILITIES

Any Contractor performing any work within the public right of way or within 10 feet of an existing public water or Recycled Water Main, service, Appurtenance or facility shall be responsible to locate the facility and protect it in place prior to construction activity.

Contractor shall not proceed with any construction activity within a public right of way or easement that includes an existing public water or Recycled Water Main, service, Appurtenance or facility prior to receiving approval from the Water Utility.

If any existing public utility Main, service, Appurtenance or facility is damaged as a result of the Contractor's activity, Contractor shall be responsible for the repair and/or replacement of the damaged utility infrastructure and all associated costs including, but not limited to, bypass improvements, shutdowns, monitoring, mitigations for discharges into the storm or sewer system, overtime charges, traffic control, Permitting, inspection and reporting to Regulatory Agencies.

7.X DEMOLITION PERMITS

Contractor and Owner shall disconnect all existing Water Services prior to issuance of onsite construction Permits and commencement of onsite demolition work. Demolition work shall not commence without prior verification that utility services have been disconnected.

7.Y NEW SERVICE APPLICATIONS

1. Contractor Owner shall submit new Water Service applications to the Water Utility for all Service Connections prior to the issuance of any encroachment Permit which will install or modify a Water Service Connection. New meters will not be released or installed if a complete Customer account is not on file with the City at the time of meter installation.
2. Contractor or Owner shall be billed for all water usage generated from the date of meter installation.

7.Z RECORD DRAWINGS

Record Drawings shall be prepared to show all utility improvements as constructed and shall include all changes in work constituting departures from the City approved design drawings. Record Drawings shall be submitted to the City for review and approval prior to building occupancy. A GIS-compatible file shall be submitted with the Record Drawings which contains geospatial data of the new improvements that can be directly incorporated into the City's GIS system.

8. AFFORDABLE HOUSING PROJECTS

8.A DEFINITIONS

"Proposed Developments that include housing units affordable to lower income households" shall have the same meaning as set forth in Government Code Section 65589.7(d)(1).

8.B PRIORITY IN THE EVENT OF SERVICE LIMITS

In the event the City experiences service limitations due to constraints in water supply or in wastewater treatment and disposal capacity or regulatory restriction, the City shall grant a priority for the provision of future water and sewer service to proposed Developments that include housing units affordable to lower income households. The City shall apply the following priorities in descending order:

1. Continued service to existing connections and Customers.
2. Existing commitments contained in Development agreements.
3. Proposed Developments that include housing units affordable to lower income households.
4. New Developments on existing in-fill, developable parcels.
5. Other new Developments.

8.C PROHIBITION ON DENIAL OR CONDITIONING OF SERVICE

The City shall not deny or condition the approval of an application for services to, or reduce the amount of services applied for by, a proposed Development that includes housing units affordable to lower income households unless the City makes specific written findings that the denial, condition, or reduction is necessary due to the existence of one or more of the following:

1. The City does not have "sufficient water supply," as defined in Government Code Section 66473.7(a)(2), or is operating under a water shortage emergency as defined in Water Code Section 350, or does not have sufficient water treatment or distribution capacity to serve the needs of the proposed Development, as demonstrated by a written engineering analysis and report.
2. The City is subject to a compliance order issued by the State Department of Health Services that prohibits new water connections.
3. The City does not have sufficient treatment or collection capacity, as demonstrated by a written engineering analysis and report on the condition of the treatment or collection works, to serve the needs of the proposed Development.
4. The City is under an order issued by a State Water Resources Control Board that prohibits new sewer connections.
5. An applicant has failed to agree to reasonable terms and conditions relating to the provision of service generally applicable to Development projects seeking service from the City, including, but not limited to, the requirements of local, state or federal laws and regulations or payment of a fee or charge imposed pursuant to Government Code Section 66013.

9. ACCESS, INTERFERENCE, TAMPERING, AND THEFT

9.A CITY RIGHT OF ACCESS

The City shall have immediate and unhindered access, without notice, to and from a Customer's Premises for any purpose reasonably connected with the furnishing of Water Services, including but not limited to the abatement of water waste, inspection, reading, testing, maintenance, removal, and replacement of City Equipment. The Water Utility and Municipal Services Division jointly and singly retain the authority to enforce these provisions.

When access is not immediate and unhindered, the City may issue citations with the following graduated levels: notice of denied access, warning of impending citation, citation, warning of impending civil/criminal action, or any other enforcement remedy provided for in the City Code. The City may require the Customer to provide, without cost to the City, a new approved location for equipment or to re-establish the immediate and unhindered access to the previously approved location.

9.B WORK OUTSIDE CITY'S OPERATING CONVENIENCE

When requested by the Customer, and where circumstances permit some flexibility in scheduling of necessary repairs or improvements, the City may at its sole option perform the work during other than normal City working hours for the increased convenience of the Customer, providing that the Customer acknowledges in writing, prior to the performance of said work, their willingness to pay for any costs incurred by the City as a result of performing said work at other than during normal City working hours.

9.C INTERFERENCE

Any person preventing or interfering with any City Employee in the lawful discharge of duties is subject to penalties, prosecution, and punishment.

9.D TAMPERING

To rearranging, bypassing, damaging, altering, breaking, preventing normal function of equipment in any way, or preventing access to Service Connection or other City owned facilities may be considered Tampering. It shall be unlawful for, and the City may immediately discontinue Water Service and bring a criminal action against, any person, firm, corporation or association that commits, authorizes, solicits, aids, abets or attempts to:

1. Change the intended course or path of Water Services without authorization from the City.
2. Make, or cause to be made, any connection or restoration with property owned or used by the City to provide Water Services.
3. Prevent any water meter, or other device used to determine the amount of water consumed by a Customer, from accurately performing its measuring function.
4. Tamper with, or otherwise access without permission from the City Water Utility, any property owned or used by the City to provide Water Services.
5. Use or receive Water Service without consent of the City or payment of all lawful charges.

9.E THEFT

It is unlawful for any person to use, divert, receive or take water from the City Water System from any public fire hydrant, blow-off valve, water Main, Water Service lateral or other City facility or connection to a City facility without the authorization of the City.

9.F FRAUD

The City may discontinue the Service Connection without notice if a Customer's actions or the conditions of the Premises indicate the Customer's intent to defraud the City.

9.G LIABILITY, PENALTY, PROSECUTION AND PUNISHMENT FOR VIOLATION

1. Legal liability and responsibility, for violation of these Rules and Regulations, lies with the Customer of record and/or any additional recipient who benefits from the Water Service.
2. For violation of the Rules and Regulations set forth regarding interference, Tampering or theft, the City shall levy a charge set forth in the City of Santa Clara Municipal Fee Schedule, adopted by resolution of the City Council.

9.H CIVIL ACTION

In any civil action brought, the City may recover three times the amount of actual damages, plus the cost of the suit, reasonable attorney's fees and any other amounts allowed by law. In addition, the City may bring an action to enjoin and restrain any violation of these Rules and Regulations.

10. TEMPORARY WATER SERVICE

Temporary Water Service, as herein considered, refers to service of a temporary nature or of questionable permanency. The City shall, if no undue hardships result therefrom, furnish temporary service under the following conditions:

10.A TIME LIMIT

Temporary Service Connections shall be disconnected and terminated within twelve (12) months after installation unless an extension of time is granted in writing by the City. (See Chapter 13, Article II of the City Code for rules and regulations concerning temporary service from fire hydrants.)

10.B CHARGE FOR WATER SERVED

Charges for water furnished through a Temporary Water Service Connection shall be at the established rates for regular Customers.

10.C INSTALLATION CHARGE AND DEPOSITS

The applicant for temporary service will be required:

1. To pay to the City in advance the estimated cost of installing and removing all facilities necessary to furnish such service, unless other arrangements are approved by the City Council. If service is supplied through a fire hydrant and hydrant meter, the applicant will be charged in accordance with the established rate schedule in effect at the time application is made.
2. To deposit with the Municipal Services Division an amount sufficient to cover bills for water during the entire period such temporary service may be used, and as set forth in the City's Municipal Fee Schedule service deposits in effect at the time.
3. Nothing in these Rules and Regulations shall limit or affect the right of the City to collect from the Customer any other or additional sums of money which may become due and payable to the City from the Customer by reason of the Temporary Water Service furnished or to be furnished. The City may refuse Water Service if, in the judgment of the City, unsafe or hazardous conditions exist.

10.D REFUNDS

A refund of the Temporary Water Service deposit less applicable fees or charges will be applied to the Temporary Water Service closing bill. An Owner of the Premises, executive officer of corporation, or business, with an unpaid closing bill can transfer the outstanding balance to any existing or future accounts without regard to Customer class.

10.E TEMPORARY WATER PERMIT

1. Any person or company desiring to use water drawn from a fire hydrant for the purpose of spraying, jetting or dust control or for any other reason must first obtain a temporary water Permit by applying to the Water Utility. (See Section 16.D.)
2. It is specifically prohibited to operate the valve of any fire hydrant other than by the use of a spanner wrench designed for this purpose.

10. TEMPORARY WATER SERVICE (Continued)

3. It is unlawful for any person, except the City's Fire Department, to take water from any City fire hydrant or any City Water facilities, without first obtaining a Permit and complying with the City's Potable and Recycled Water System Rules and Regulations.

11. SHORTAGE OF SUPPLY AND INTERRUPTION OF DELIVERY

11.A WATER SUPPLY

The City will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of Water Services to the Customer, but does not guarantee continuity or sufficiency of supply. The City will not be liable for any damage resulting from the interruption, shortage, or insufficient supply of Water Services to the Customer.

11.B TEMPORARY WATER SERVICE SUSPENSION

The City will have the right to suspend temporarily the delivery of Water Service whenever necessary to make repairs or improvements to its system. Reasonable notice, as circumstances permit, will be given to the Customers, and the repairs or improvements will be completed as rapidly as possible during normal City working hours, and where possible, with the least inconvenience to the Customers.

11.C APPORTIONMENT OF WATER SUPPLY

If a shortage of supply occurs, the City will make an apportionment of the available supply of water among Customers as ordered or directed by the City Council. In the absence of an order or direction by the City Council, the City Manager will apportion the available supply of water among Customers in a reasonable manner.

12. DESCRIPTION OF STANDARD WATER SERVICE

12.A NUMBER OF SERVICES TO SEPARATE PREMISES

Except as otherwise provided in Section 12.B below, separate Premises under single control or management shall normally be supplied through Separate Service Connections. The Customer may request a single Service Connection with a master meter, whereupon the City shall evaluate Customer's request and, at City's option, accept a single service.

12.B SERVICE TO MULTIPLE UNITS

1. Separate residential houses, apartments or other multifamily accommodations, or business establishments on the same Premises or on adjoining Premises under a single control or management may be served by the following methods, as detailed below:
   (a) Through a single metered Service Connection to the entire Premises, as provided in Rate Schedule.
   (b) Through separate metered Service Connections to each or any group of units, provided that the system from each service is independent and not interconnected with any others.
   (c) If a master meter is used to serve multiple residential or commercial units, then the Owner shall install Submeters to measure the quantity of water used by each unit and shall comply with all applicable State regulations.
2. For Developments other than ADUs, the City may select the methods listed above in Section 12.B.1(a) or 12.B.1(b), taking into consideration the Customer's preference.
3. ADUs constructed on lots with single-family zoning or on lots with an existing single-family dwelling shall be served by the method described in Section 12.B.1(a) above.
   (a) Notwithstanding the foregoing, ADUs shall be served by the method described in Section 12.B.1(b) if the ADU(s) is constructed at the same time as a new single-family dwelling, or in the event the property Owner requests to have Separate Service Connections.

12.C SINGLE METER SERVICE TO MULTIPLE TENANTS/UNITS

1. When separate domestic and/or Commercial Services are served on the same Premises through a single-metered Service Connection (master meter), the Owner may resell water to tenants of the Premises at rates identical with the rates of the City that would apply if that Water Service was supplied to the individual tenants or units directly by the City, regardless of the rate the Owner is charged, provided the Owner complies with either 12.C.1(a), 12.C.1(b) or 12.C.1(c). Within thirty (30) days upon written request by the City, the Owner must submit four (4) consecutive quarterly water billing summaries to the City for compliance auditing purpose.
   (a) Water is separately metered to the individual tenants or units.

12. DESCRIPTION OF STANDARD WATER SERVICE (Continued)

(b) Water is not separately metered. The Owner shall be responsible for purchase of all water used for landscape irrigation and other common area uses. The tenants shall receive separate bills for the water used by the tenants alone without any incremental charges (service or handling) billed to tenants' accounts. For residential accounts, the charge to the tenants for water shall be derived from a consistent formula for allocation that includes the number of individuals in each household (e.g., 100% occupancy or 50% occupancy and 50% square footage). For non-residential master-metered accounts, the amount allocated to each tenant shall be consistently calculated based on a formula that includes a reasonable standard for water use at each business type and square footage of each tenant's unit.

(c) The charge to the tenants for such water is absorbed in the rental charges for that individual tenant or unit with no separate identifiable charge for water, and the rent does not vary with water consumption.

2. If water is resold otherwise than provided for above, the City may discontinue service to the Owner, or furnish water directly to the individual tenants or units through separate meters installed at the sole cost of the Owner.

3. Under these Rules and Regulations, the responsibility for payment for all Water Services furnished to individual tenants or units on the same Premises and supplied through a single Service Connection shall be the obligation of the Owner. It shall further be the Owner's responsibility to inform individual tenants or units of the method of metering Water Services. The City will have no contractual relationship with tenants of individual units where a Customer receives service through a single metered connection, nor a relationship created by payments made directly to the City on behalf of the Owner by tenants or other third parties.

4. As a condition of service for single metered service, the Owner has agreed to be governed by the applicable City Rules and Regulations. As a further condition of service for single metered service, the Owner has agreed that the City may inspect and examine the Owner's billing procedures from time to time to determine that such service is made in accordance with these Rules and Regulations, or as otherwise may be authorized by the City.

13. RESPONSIBILITY FOR EQUIPMENT AND PROTECTIVE DEVICES

13.A RESPONSIBILITY FOR EQUIPMENT

1. The Customer shall, at the Customer's risk and expense, furnish, install and keep in good and safe condition equipment and suitable housings that may be required for receiving, controlling, applying and utilizing water, regardless of the location of the meters, or other City Equipment, and the City shall not be responsible or liable for any loss or damage caused by the improper installation of such water equipment, or the negligence, want of proper care or wrongful act of the Customer or of any of the Customer's tenants, agents, employees, contractors, licensees or Permittees in installing, maintaining, using, operating, Tampering, or interfering with such equipment. The City shall not be responsible or liable for damage to Customer's property and/or equipment, either when the water is turned on originally or when turned on after a temporary shutdown, during normal operating conditions, times of local or system trouble and/or after restoration. The City shall not be responsible or liable for damage to, or the failure of, any component of the Customer's equipment due to a defect in Customer's equipment or failure to maintain adequate protection as described in these Rules and Regulations.
2. The Customer shall exercise reasonable care to prevent City Equipment on the Customer's Premises from being Tampered or interfered with, damaged, or destroyed. The Customer shall be liable for damage to City Equipment arising from negligence, want of proper care, or wrongful act of the Customer or Customer's tenants, agents, employees or contractors. If any defect is discovered by the Customer, the Customer shall promptly notify the City.

13.B PROTECTIVE DEVICES

1. It is the Customer's responsibility to furnish, install, inspect and keep in good and safe condition at that Customer's own risk and expense, all appropriate protective devices of any kind or character, which may be required to properly protect the Customer's facilities and equipment from any event caused without negligence by the City or from any event caused by another Customer. The City is not responsible or liable for any loss or damage occasioned or caused by the negligence, or wrongful act of the Customer, or of any of that person's agents, employees or licensees in omitting, installing, maintaining, using, operating or interfering with any such protective devices.
2. It is the Customer's responsibility to select and install such protective devices as may be necessary to coordinate properly with the City's protective devices to avoid exposing other Customers to unnecessary Water Service interruptions. Failure to provide appropriate protective devices or to properly coordinate said equipment with the City's protective devices may result in discontinuance of Water Service.

14. SERVICE CONNECTIONS AND METERS

14.A SERVICE CONNECTIONS

Water Service Connections will be installed in the size and at the location desired by the applicant where such requests are reasonable and in accordance with City Standards. Service Connections will be made only to property abutting on public streets or to such distribution Mains as may be constructed in alleys or rights-of-way at the convenience of the City. Charges for new Service Connections are payable in advance and shall be in accordance with applicable sections of the Code.

14.B METERS

1. A separate Water Service Connection is required for each water use on a Customer's Premises including, but not limited to, domestic, fire, irrigation, cooling, industrial processes and other uses.
2. A separate Water Service Connection is required for each land use on a Customer's Premises including, but not limited to, residential, commercial, industrial and other uses.
3. All Service Connections shall be individually metered with the exception of Fire Service Connections.
4. The minimum meter and service size for any new service shall be a one-inch (1") meter and Service Connection.
5. Existing services that remain on new Development projects or tenant improvement projects shall be reviewed for compliance with AWWA minimum sizing requirements.
6. When an authorized service entrance has been established, meters will normally be furnished and installed between the curb and the property line. The charges for meters shall be in accordance with applicable sections of the Code.
7. No rent, or other charge, will be paid by the City for a meter or other facility, including housing and connections, located on a Customer's Premises.
8. All meters will be sealed by the City at the time of installation, and no seal shall be Tampered with or broken by the Customer at any time thereafter.
9. The City reserves the right to meter any and all services and to apply the established metered rates to the quantity of water measured by them.

14.C CHANGES IN LOCATION OF METERS AND SERVICE CONNECTIONS

Meters or services moved for the convenience of the Customer will be relocated at the Customer's expense.

14.D CHANGES IN SIZE OF METER

Upon request of a Customer and subject to the approval of the Director, the size of an existing meter may be changed at the Customer's expense. After the meter change is made, the monthly rates shall be adjusted to reflect the change in meter size.

14.E SUBMETERING

All Developments shall comply with the Submetering requirements of the California Water Code, Health and Safety Code and Building Code. All requests for exemptions shall be submitted to the City's Building Official.

14.F OWNERSHIP

The Service Connection, whether located on public rights-of-way or easements through private property, is the property of the City; the City reserves the right to repair, replace and maintain it, and to remove it upon discontinuance of service.

14.G MAINTENANCE

The Service Connection, including the meter and the meter box, will be repaired and maintained by the City at its expense except for damages as set forth in Section 13. The City is not responsible for the installation and/or maintenance of water lines beyond the end of its Service Connections and/or meter.

14.H SPLIT SERVICE CONNECTIONS

The City, in several locations, has installed in residential subdivisions two meters on a common service, known as a "split service." In the event that a Customer wishes a single service to replace the split service, the charges will be in accordance with the City Code for a new one-inch (1") service including street opening fees.

15. FIRE SERVICE CONNECTIONS

15.A PURPOSE

A Fire Service Connection of four-inch (4”) diameter or larger, up to one size increment smaller than the size of the connected Main, will be permitted in accordance with City Standards only if adequate provision is made to prevent the use of water from such Service Connection for purposes other than fire extinguishing.

15.B REQUEST AND APPLICATION

1. All requests for Fire Service Connections shall require an encroachment Permit from the Department of Public Works and shall be approved by the Water Utility.
2. All new Fire Services or existing services that will install a new Backflow Prevention Device or upgrade an existing Backflow Prevention Device require the approval of the City Fire Department.
3. The Permit submittal shall meet the requirements of the Development review and Permitting process and shall, at a minimum, include a location map with a job title and the date the service is needed.
4. The Contractor or Owner shall submit an encroachment Permit application for the Fire Service at the Department of Public Works and shall also submit an application for all necessary fire Permits with the City Fire Department.

15.C BACKFLOW PREVENTION DEVICES FOR FIRE SERVICE CONNECTIONS

1. An approved Backflow Prevention Device is required for all Fire Service Connections to Premises receiving water from the City. The Backflow Prevention Device shall be placed at the Service Connection or at a location approved by the City. Backflow Prevention Devices shall comply with all requirements of Section 19, Cross-Connections, of these Rules and Regulations and the City’s Standard Details.
2. The applicant shall design the onsite fire suppression system to accommodate the available pressures and flow downstream of the Backflow Prevention Device and shall make any necessary modifications to an existing system to ensure that it complies with the requirements of the City Fire Department.

15.D MINIMUM SIZE FOR SINGLE-FAMILY HOMES WITH FIRE SPRINKLERS

The minimum size Service Connection for single-family homes and ADUs with an automatic fire sprinkler system is a one-inch (1”) Service Connection and meter.

15.E INSTALLATION CHARGES FOR CITY WORK

If the applicant requests that the City installs the Fire Service Connection, the applicant will be required to make payment of the fees as specified in the Code for the Fire Service in advance of installing the Service Connection.

15.F QUANTITATIVE CHARGES

1. Water for Fires: No charge will be made for water used to extinguish fires.
2. Water for Fire Storage Tanks: Occasionally water may be obtained from an automatic sprinkler service for filling a storage tank connected with Fire Service, but only if written permission is secured from the Water Utility in advance and an approved means of measurement is available. The rates for general use will be applied.
3. Other: Water lost through leakage or in unauthorized testing or used in violation of these Rules and Regulations shall result in an imposition of regular Water Service rates on the Fire Service account for a minimum of three billing cycles or longer, until such time as illicit use of water through the Fire Service Connection is discontinued.

15.G TESTING

The Owner shall request the authorization of the Water Utility for testing or use of a Fire Service Connection prior to scheduling. The request shall be in writing and may be delivered in person or by email to Water@SantaClaraCA.gov. The water used shall be tracked and reported to the Water Utility and shall be charged at the regular Water Service rate.

15.H VIOLATION OF RULES AND REGULATIONS

If water is used from a Fire Service in violation of the agreement or of these Rules and Regulations, the City may, at its option, discontinue and remove the service.

15.I OWNERSHIP OF CONNECTION

The Service Connection and all equipment Appurtenant thereto shall be the sole property of the City, and no part of the cost thereof will be refunded to the applicant.

15.J PRESSURE AND SUPPLY

The City assumes no responsibility for loss or damage because of lack of water or pressure and merely agrees to attempt to furnish such quantities and pressures as are available in its general distribution system. The service is subject to shutdowns and variations required by the operation of the system or due to accidents beyond the ability of the City to control.

15.K FIRE FLOW AND DEVELOPMENT IMPACT REQUESTS

1. Applications for fire flow data and Development Impact Analysis (DIA) may be submitted to the Water Utility in person or by email to Water@SantaClaraCA.gov.
2. Fees for the fire flow analysis and/or DIA are payable in advance and shall be in accordance with the applicable section of the Code.
3. The City performs all fire flow analysis and DIA on a hydraulic model.
4. Fire flow data and DIA results may vary over time due to changes in the City's Water System or discrepancies between in-field fire flow results and fire flow results from hydraulic modeling.

15. FIRE SERVICE CONNECTIONS (Continued)

5. The applicant or Owner is responsible for meeting the requirements of the City Fire Department and Water Utility at all times and may be required to modify their fire sprinkler system based on the most current fire flow data in order to meet the Fire Department's requirements and the Water Utility's requirements.

15.L RATES

Monthly charges furnished for fire sprinkler service shall be at the established rates.

16. FIRE HYDRANTS

16.A USE OF AND DAMAGE TO FIRE HYDRANTS

No person or persons, other than those designated and authorized by proper authority, shall open any fire hydrant, attempt to draw water from it or in any manner damage or Tamper with it. Any violation of this regulation is punishable by law, and in accordance with City Code.

16.B MARKING OR COLOR CODING OF FIRE HYDRANTS

1. Public Hydrants: All public hydrants including, but not limited to, hydrants which are municipally installed, operated, controlled and maintained shall have white barrels or bodies with the color coding, marking, or stenciling as required by the State Fire Marshal.
2. Private Hydrants: All private hydrants shall have the barrel, top, and nozzle caps painted “safety yellow” to distinguish them from public hydrants.

16.C MODIFICATION OR RELOCATION OF FIRE HYDRANTS

1. The City, at its sole discretion, reserves the right to install a new fire hydrant or to relocate an existing fire hydrant to a new location within the right of way or along the frontage of a Customer’s Premises.
2. If a property Owner, or other party of a developed or redeveloped Premises, desires a change in the size, type or location of an existing fire hydrant, said Owner or other party shall bear all costs of such changes, without refund.
3. Any change in the location of a fire hydrant must be approved by the Water Utility and the Fire Chief.

16.D WATER FROM FIRE HYDRANTS

1. Permit to Use Water is Required: It shall be unlawful for any person to take water from any City fire hydrant or any City water facility without first obtaining a Permit and complying with these Rules and Regulations.
2. Application; Issuance and Deposit: The Permits required by the preceding section will be issued by the Water Utility. Applications for the temporary use of water from a public fire hydrant shall be filed with the Water Utility Office at City Hall. The application shall include an exhibit showing the location(s) of the fire hydrant(s) that will be used.

   After application to and approval of the Water Utility , the applicant shall pay a deposit to the Municipal Services Division Office, a portion of which is non-refundable. (The refundable portion of a deposit is not normally required of other public agencies or utilities.) A copy of the receipt confirming payment shall then be provided to the Water Utility.
3. Denial or Revocation: The City shall have the right to refuse or revoke any Permit issued pursuant to these Rules and Regulations.

16. FIRE HYDRANTS (Continued)

4. Issuance of Equipment; Manner of Using Water; Water Meters Generally: An appointment will be scheduled for the Water and Sewer Utilities Meter Shop to issue and install the portable water meter and Backflow Prevention Device with hose adapter for connection to the City fire hydrants. No other equipment, tools or accessories shall be furnished by the City. All water used must be taken through the water meter and Backflow Prevention Device. The water meters and Backflow Prevention Device assemblies shall be locked by the City. The Permittee shall not make any modifications, Tamper, remove or relocate the portable water meter and Backflow Prevention Device without the prior approval of the Water and Sewer Utilities Meter Shop.

   The Water Utility shall have the right to test and inspect these devices to ensure that they are working in a satisfactory manner. All meters shall be tested by the Water and Sewer Utilities Meter Shop every six (6) months, at a minimum. Service of water shall be immediately discontinued by the Water Utility if the Backflow Prevention Device is not installed, if the relief valve is Tampered with or dumping, if it is found that the Backflow Prevention Device has been removed or bypassed, if unprotected Cross-Connections exist on the Premises, or if the Customer fails to timely report their meter reading or pay any charges due here under. Service will not be restored until such conditions are corrected.

   The applicant shall immediately notify the Water and Sewer Utilities Meter Shop at the time the hydrant meter is no longer being used. An appointment will be scheduled for the Water and Sewer Utilities Meter Shop to remove the portable water meter and Backflow Prevention Device from the hydrant.

5. Reading of Water Meters and Rendering of Accounts; Water Drawn for Use Outside City

   (a) Meters provided for in the preceding section shall be read monthly. The meter reading shall be recorded and sent to the Water Utility by email at Water@SantaClaraCA.gov by the fifth (5th) of each month.(20th)

   (b) Accounts whose meters are not read during this period shall be billed the monthly minimum for a three-inch (3”) meter and this amount shall not be applicable as payment toward water used, either previously or thereafter. In addition to the monthly minimum, the Permittee remains responsible for the full amount of water actually used. Accounts shall be billed monthly for water used at the rates established therefore by the City. Water drawn for use in projects outside the City shall be billed and paid for at one and one-half (1.5) times the established City rates.

6. Return of Equipment to City; Final Billing, etc.: When water is no longer needed, the water meter and other equipment shall be returned to the Water Utility corporation yard and checked in. The deposit, less the cost of any damage to the meter or hydrant that was used and less the final billing on water usage, shall be returned to the Permittee.

7. Additional Penalty for Violation of Article; Duties of the Director of Water and Sewer Utilities: In addition to the penalty provided in the City Code, any person violating any provision of the article may be required to pay two (2) times the rate for the water taken, based on an estimate of the quantity of water taken. Such estimate shall be made by the Director.

17. SWIMMING POOLS AND TANKS

17.A FILLING SWIMMING POOLS AND TANKS

The use of Swimming Pools shall be subject to the requirements of Title 17 and all successor regulations.

When an abnormally large quantity of water is desired for filling a Swimming Pool or for other purposes, arrangements may be required prior to taking such water. Permission to take water in unusual quantities will be given only if it can be safely delivered through the City's facilities, if other Customers are not inconvenienced, and if there is no mandatory water rationing in effect at the time of the request. All water used shall be metered and billed for in accordance with prevailing rate schedules.

1. All heated or unheated Swimming Pools and spas that are newly constructed or undergoing additions or alterations within the property lines of a parcel with a single-family Residential dwelling shall be equipped with a non-liquid vapor retardant cover having a manual or power-operated reel system.
   - (a) For irregular-shaped Swimming Pools and spas for which it is infeasible to cover 100 percent (100%) of the Swimming Pool or spa with a reel system due to its irregular shape, other types of covers may be allowed.
   - (b) Additions or alterations to existing Swimming Pools and spas with a valuation not exceeding $25,000 are exempt from this section.

18. CONTROL VALVES

18.A WATER SUPPLY CONTROL

The Customer shall install a suitable square or a tee head stop on the private riser to the building (or, for multiple buildings, as close to the meter location as practicable) which will operate to control the entire water supply from the Service Connection.

18.B CURB STOP

Operation by the Customer of the curb stop in the meter box is not permitted except in extreme emergencies. Should the Customer damage the curb stop, they shall reimburse the City for any and all cost of repair or replacement.

19. CROSS-CONNECTIONS

19.A HEALTH REGULATIONS

Regulations of the California State Division of Drinking Water (DDW) Standards of the United States Public Health Service, including Title 17 and any successor regulation, prohibit unprotected Cross-Connections between the public water supply and any other source of water.

19.B CITY REQUIREMENTS

Backflow Prevention Devices shall be required at the Service Connection or at a location approved by the City for Premises receiving water from the City and falling in one or more of the following categories:

1. Premises having an Auxiliary Water supply;
2. Premises on which any substance is handled under pressure in such a fashion as to permit possible entry into the City's water distribution system, including water originating in the City's system that is then boosted in pressure;
3. Premises where the Customer's system has more than one Service Connection coming from different streets, or having internal Cross-Connections that cannot be permanently corrected to meet State and local Standards;
4. Premises and/or Customer's systems where, in the opinion of the City or its representative, there is the potential for pollution or contamination of the City Water System in the event of Backflow or back-siphonage.
5. Premises receiving Recycled Water;
6. Premises and or Customer's systems receiving Recycled Water where additives are introduced to the Onsite system. An approved Backflow device shall be added on to the Recycled Water Service Connection to protect the City's Recycled Water system.
7. Premises not receiving Water Service from the City are exempt from the requirements until they receive Water Service from the City.

19.C APPROVED BACKFLOW PREVENTION DEVICES

Only approved Backflow Prevention Devices will be accepted. An approved device is any device that has been manufactured and installed in full conformance with the Standards established by the Foundation for Cross-Connection Control and Hydraulic Research of the University of Southern California and that has received the approval of the City for use in Santa Clara.

19.D TYPES OF APPROVED BACKFLOW PREVENTION DEVICES REQUIRED

The type of assembly required to prevent Backflow into the City's Water System shall be one of the four types listed below. A single check valve assembly is not accepted as a Backflow Prevention Device by the City.

1. An Air-Gap Separation (AG).

2. A Reduced Pressure Principle Backflow Prevention Assembly (RP). A device incorporating two or more check valves and an automatically operating differential relief valve located between the two checks, two shutoff valves, and equipped with necessary Appurtenances for testing. The device shall operate to maintain the pressure in the zone between the two check valves, less than the pressure on the public water supply side of the device.
3. Reduced Pressure Principle Detector Backflow Prevention Assembly (RPDA). A device that includes a bypass containing a City specific water meter and an approved RP. The City meter shall register accurately for only very low Flow Rates, up to three gallons per minute, and shall allow a registration for all rates of flow.
4. If permitted by the California Code of Regulations Title 17, a Double Check Detector Assembly (DCDA) may be accepted for the retrofit of an existing Service Connection in order to accommodate the hydraulic need of an existing onsite fire suppression system subject to the approval of the Director of Water and Sewer Utilities. The entire assembly shall meet the design and performance specifications and approval of a recognized and City approved testing agency for Backflow Prevention Devices. To be approved, these devices must be readily accessible for the in-line maintenance and testing and be installed per City Standards. The City reserves the right to require an RPDA on any service in order to protect the safety of the City's Water System.

19.E EXISTING SERVICES WITHOUT A DEVICE

Excluding detached single-family homes, Customers with no Backflow Prevention Device are required to install an approved Backflow Prevention Devise (RP or RPDA) per California Code of Regulations Title 17 on all existing water connections (commercial, industrial, domestic, irrigation, fire, etc.) at the Customer's expense within 90 days of notification by the City. Customers seeking Entitlement or Permit approval shall be required to install an approved Backflow Prevention Device to any existing Service Connection to comply with this requirement as a condition of approval.

19.F EXISTING SERVICES WITH A NON-COMPLIANT DEVICE

Customers with single check detectors or other non-compliant devices are required to install an approved Backflow Prevention Device on existing water connections (commercial, industrial, domestic, irrigation, fire, etc.) at the Customer's expense within 90 days of notification by the City. Customers seeking Entitlement or Permit approval shall be required to upgrade their existing Service Connection to comply with this requirement as a condition of approval.

19.G PLUMBING CHANGES REQUIRED

In special circumstances, when the Customer is engaged in the handling of especially dangerous or corrosive liquids or industrial or process waters, the City may require the Customer to eliminate certain plumbing or piping connections as an additional precaution and protection to the Backflow Prevention Devices. In making the required plumbing connections, the Customer shall comply with local or State plumbing ordinances and codes.

19.H RELIEF VALVE REQUIRED

Suitable pressure relief valves shall be installed and maintained by the Owner in accordance with the requirements of local or state plumbing codes and ordinances.

19.I BACKFLOW PROTECTION ON ADDITIONAL WATER SUPPLY LINES

Whenever Backflow protection has been found necessary on a water supply line entering a Customer's Premises, then any and all water supply lines from the City's Main entering such Premises, buildings or structures shall be protected by an approved Backflow device per State Cross-Connection requirements including Title 17 and any successor regulations unless the Director determines otherwise.

19.J INSPECTION OF BACKFLOW PREVENTION DEVICES

The City will be responsible for inspecting and testing all Backflow Prevention Devices, as well as making any necessary repairs identified through inspection and testing. Inspection and testing will be done on at least an annual basis. Fees for this service will be established from time to time.

19.K INSTALLATION OF BACKFLOW PREVENTION DEVICES

1. New Service Connections. At the time an application for a new service is made by a potential Customer, in accordance with City's policies and regulations, the City will review said application to determine the need for a Backflow Prevention Device on the Customer's service. If Backflow prevention is determined to be required, the Customer shall install a new Backflow Prevention Device or request that the City install a new Backflow Prevention Device and pay the City in advance in accordance with City's established installation fee schedule.
2. Existing Service Connections without Backflow Prevention Devices. The City will inspect, from time to time, the Premises of existing Service Connections that, in the opinion of the City or its representative, may require Backflow prevention. If it is determined that a Backflow Prevention Device is required, such determination by the City shall be final, and the installation of a Backflow Prevention Device shall be a condition of continued Water Service.
3. Upgrading the existing Backflow Prevention Device. An existing Backflow Prevention Device that, in the opinion of the City, does not provide adequate protection, shall be upgraded at the Customer's expense. Upgrading may include repair, complete replacement of the Backflow Prevention Device, or correction onsite of Cross-Connection hazards.

19.L INSTALLATION OF FACILITIES ON PRIVATE PROPERTY

1. Backflow Prevention Devices may be installed on private Premises by the City under agreement entered into by the Customer and the City.
2. All City services and Appurtenances located on private Premises shall require the offer and acceptance of an easement for use by the Water Utility prior to activation of service.

19.M REMOVAL OR MODIFICATION OF BACKFLOW PREVENTION DEVICES

Backflow Prevention Devices shall not be removed or modified by the water user unless approved in advance by the City.

19.N DISCONTINUANCE OF SERVICE FOR DEFECTIVE APPARATUS

The service of water to any Premises may be immediately discontinued by the City if defects are found in any protective device installation, or if it is found that unprotected Cross-Connections exist. Service will not be restored until necessary corrections are made.

20. ONSITE RECYCLED WATER USE

Certain uses of Recycled Water are permitted by the State of California. The requirements for such use are defined by CCR, Title 22, Division 4, of the California Administrative Code and all successor regulations. The use of Recycled Water within the City is further defined under a Permit issued by the California Regional Water Quality Control Board. Wherever the City Rules and Regulations are inconsistent or in conflict with the requirements of Title 22 or of the RWQCB Permit, these Rules and Regulations shall be subordinate.

Since codes, laws, statutes and regulations can change without prior approval or knowledge of the City or South Bay Water Recycling (Program), the City, Program or Water Utility do not assume any liability for errors in this document. It is the responsibility of the Customer to check with the Program before initiating any operational or physical changes to the Recycled Water system.

20.A ABBREVIATIONS

Abbreviations used throughout Sections 20, 21 and 22 are listed below for reference. Definitions for terms are listed in Section 20.B (below)*.*

AG: Air Gap

AWWA: American Water Works Association

County EHS: County of Santa Clara Environment Health Services

DC Assembly: Double Check Backflow Prevention Assembly

Program: South Bay Water Recycling Program, administered by City of San José for the San José - Santa Clara Regional Wastewater Facility

RP: Reduced Pressure Principle Backflow Prevention Assembly

State DDW: California State Water Resources Control Board – Division of Drinking Water

State RWQCB: California Regional Water Quality Control Board

20.B DEFINITIONS

Whenever the following terms, or pronouns used in their place, occur in Sections 20, 21, or 22 herein, the intent and meaning shall be interpreted as follows:

Air Gap: A physical separation between the free-flowing discharge end of a water supply pipeline and an open or non-pressure receiving vessel. An approved Air Gap shall be at least twice the diameter of the water supply pipe measured vertically above the overflow rim of the vessel (in any case, no less than one inch (1”)).

Applicant: Any entity that applies for Recycled Water Service under terms of the appropriate regulations. The approved Recycled Water Customer may be a different party than the Applicant, but must be specified in the Recycled Water Use Permit.

Application for Recycled Water Services: An agreement issued by the Water Utility to a Recycled Water Service Applicant after the satisfactory completion of the service application procedures. This Agreement forms a service agreement between the Recycled Water Customer and the Water Utility that legally binds the Recycled Water Customer to all conditions stated in the Agreement and all applicable Regulatory Agency requirements.

Approved Backflow Prevention Assembly: A device approved by the State of California which is installed to protect any water supply (recycled, potable, Public, private, or Onsite) from contamination through Backflow of a substance containing a potential hazard.

Approved Use: An application of Recycled Water in a manner, and for a purpose, designated in a Recycled Water Use Permit issued by the Program and in compliance with all applicable Regulatory Agency requirements.

Approved Use Area: A site with well-defined boundaries, designated on the approved Onsite Recycled Water Service Plans, to receive Recycled Water for an Approved Use and acknowledged by all applicable Regulatory Agencies.

Cross-Connection (chapters 20-22 only)**:** A physical connection between any part of a water system used or intended to supply water for drinking purposes and any source or system containing water or substance that is not or cannot be approved as safe, wholesome and potable for human consumption. This includes direct piping between the two systems, regardless of the presence of valves, Backflow Prevention Devices, or other Appurtenances.

Certified Site Supervisor: The Recycled Water Customer shall designate a Certified Site Supervisor with the approval of the Program to provide a liaison with the Program, the City, and Water Utility. This person shall be available to the Program at all times, shall have the authority to carry out any requirements of the Water Utility, the City and the Program, and shall be responsible for the installation, operation and maintenance of the Recycled and Potable Water systems and also prevention of potential hazards.

Drip Irrigation System: any non-spray Low Volume Irrigation system utilizing emission devices with a Flow Rate measured in gallons per hour. Low Volume Irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

Emitters: Drip irrigation fittings that deliver water slowly from the system to the soil.

Impoundment: A body of Recycled Water used for aesthetic enjoyment or which otherwise serves a function not intended to include routine Public contact.

Inspector: Any person authorized by the Water Utility, the City, the Program or the local health agencies to perform inspections on or off the Recycled Water Customer's site before construction, during construction, after construction and during operation.

Intermittently Pressurized Line: Any irrigation piping downstream of the last valve.

Irrigation Period: The time, from start of water flow to cessation, which a specific area receives Recycled Water by direct irrigation application, no matter how often the specific area is irrigated, e.g., length of the duty cycle.

Irrigation Use: An Approved Use of Recycled Water for landscape irrigation as defined under the California Code of Regulations (CCR), Title 22, Division 4, Article 4.

Offsite: Designates or relates to Recycled Water facilities up to and including the water meter.

Onsite: Designates or relates to facilities owned and operated by a Recycled Water Customer.

Operations Personnel: Any employee of a Recycled Water Customer, whether permanent or temporary, or any contracted worker whose regular or assigned work involves the supervision, operation or maintenance of equipment on any portion of Onsite facilities using Recycled Water.

Operator: Any person, persons or firm, who, by entering into an agreement with a Recycled Water Customer, is responsible for operating Onsite facilities.

Owner (chapters 20-22 only)**:** Any holder of legal title, contract purchaser, or lessee under a lease with an unexpired term of more than one (1) year for property for which Recycled Water Service has been requested or established.

Point of Connection: The point where the Recycled Water Customer's system ties to the Water Utility's system. This is usually at the water meter at the Service Connection.

Ponding: Retention of Recycled Water on the surface of the ground or other natural or manmade surface for a period following the cessation of an approved Recycled Water use activity.

Program (South Bay Water Recycling): South Bay Water Recycling (SBWR) is the regional permit holder for recycled water in San José, Santa Clara and Milpitas, ensuring compliance with State regulations for recycled water quality and use. SBWR is a recycled water wholesaler to four retailers: San José Water Company, San José Municipal Water, City of Santa Clara, and City of Milpitas. Customers buy recycled water from the retailer in their location.

Public: Any person or persons at large who may come in contact with facilities and/or areas where Recycled Water is approved for use.

Rate and Fee Schedule: The schedule of all rates, charges, fees and assessments to be made concerning the use of Recycled Water served by the Water Utility as approved or as amended by the City Council.

Recycled Water Customer: Any person, persons or firm including any Public utility, municipality or other Public body or institution issued a Recycled Water Use Permit by the Program. The Recycled Water Customer may be the Owner, tenant, or property manager as appropriate. The City's Rules and Regulations for the Use of Recycled Water apply to all Recycled Water Customers located within the City's boundaries.

Recycled Water Use Permit: A Permit issued by the Program to the Recycled Water Customer, which outlines monitoring, self-inspection, reporting, and site-specific requirements. This Permit is required by the California RWQCB for the use of Recycled Water.

Restrained Joint: Mechanically restrained pipe joint; also, solvent welded for PVC joints.

Santa Clara County Environmental Health Services: The local health protection agency for most areas of Santa Clara County.

Standard Pipe Length: 18 to 20 feet.

State of California Division of Drinking Water: Shall be the State Division of Drinking Water Field Operations Branch - Santa Clara District 17.

Unauthorized Discharge: Any release of Recycled Water that violates the Rules and Regulations of the Water Utility, the City, the Program or any applicable Federal, State or local statutes, regulations, ordinances, contracts or other requirements.

Violation: Non-compliance with any condition or conditions of the User Agreement by any person, action or occurrence, whether willfully or by accident.

Windblown Spray: Dispersed, airborne particles of Recycled Water that can be transmitted through the air to locations other than those approved for the direct application of Recycled Water.

20.C SUMMARY OF ONSITE INSTALLATION REQUIREMENTS

1. Onsite installation requirements are described in detail in the Program's Rules and Regulations for Design and Operation of Onsite Recycled Water Facilities. However, the following is a summary of the basic requirements:
2. **No Cross-Connections.** No Cross-Connections are allowed between the Recycled Water system and the Potable Water system.
3. **Backflow Preventers.** In order to protect the public drinking water system from accidental Cross-Connections, a Reduced Pressure Principle Backflow Prevention Assembly is required at all **potable** meters on a site where Recycled Water is present.

   In most cases, Backflow Prevention Devices are **not** required on the **Recycled Water** Service. However, where there is a particular threat to the quality of the Recycled Water, such as a direct connection to an industrial process or an Impoundment of water, the Program may require a Backflow Prevention Device on the Recycled Water Service.
4. **No Hose Bibs.** Generally, hose bibs are not allowed on the Recycled Water system. In most cases, hose bibs can be replaced by quick coupling valves.
5. **No Runoff.** The irrigation system must be configured and operated to prevent Runoff outside the Approved Use Area (the boundaries of the site).
6. **No Ponding.** The irrigation system must be configured and operated so that Ponding does not occur. This does not apply to approved and intended Impoundments.
7. **No Windblown Spray.** The irrigation system must be configured and operated to prevent Windblown Spray from passing outside the approved area.
8. **Pipe Identification.** All new Recycled Water piping below or above grade and all existing piping above grade must be labeled with purple tape with the imprinted words "CAUTION – RECYCLED WATER". Purple colored pipe with the required wording is an acceptable alternative.
9. New above grade Potable Water piping used for drinking water systems must also be labeled with blue tape and the words "**POTABLE WATER**."

20. RECYCLED WATER USE (Continued)

10. **Horizontal Pipe Separation.** Where possible, a minimum horizontal separation of ten feet (10') between parallel buried Recycled and Potable Water pipelines should be maintained. If a ten-foot (10') horizontal separation cannot be maintained, then four-foot (4') minimum separation is allowed with Restrained Joint pipe and subject to the requirements of South Bay Water Recycling. In no case shall a horizontal separation of less than four feet (4') or same trench construction be allowed.

11. **Vertical Pipe Separation.** Recycled Water constant water pressure pipelines must be a minimum of one foot (1') below the Potable Water pipelines. Recycled Water constant pressure pipelines are allowed over potable pipelines with a minimum of one foot (1') vertical separation if a full Standard Pipe Length is centered over the crossing, or the recycled pipeline is sleeved for the same length. Intermittently Pressurized Recycled Water pipelines are allowed over potable pipelines with a minimum of one foot (1') vertical separation.

12. **Signs.** Signs must be posted in conspicuous areas Onsite which contain the words "RECYCLED WATER – DO NOT DRINK – NO TOMAR" indicating that Recycled Water is used for irrigation (or other) purposes. Generally, signs must be located at all entrances to the facility or use area.

13. **Warning Tags, Stickers and Labels.** All valve boxes (automatic and manual), quick couplers, Recycled Water storage tanks, air/vacuum relief valves, pressure reducing valves, pumps, Backflow Prevention Devices, system controller boxes, or other Appurtenances on the Recycled Water system must be labeled with warning tags, stickers or other labels. The labels, tags or stickers must include the words "RECYCLED WATER – DO NOT DRINK – NO TOMAR" on a purple background.

14. **Onsite (Land) Observation Reports.** At least once a year the site must be inspected for the items listed below while the system is in use. The observations must be submitted to the Program on a report form. The Recycled Water Customer may be required to perform this inspection, or, in some cases, the Program may perform the inspection. The items for the inspection are as follows:

    (a) Is there evidence of Runoff of Recycled Water from the site? Show affected area on a sketch and estimate volume.

    (b) Is there an odor of wastewater origin at the irrigation site? If yes, indicate apparent source, characterization, direction of travel, and any Public Use areas or Offsite facilities affected by the odors.

    (c) Is there evidence of Ponding of Recycled Water, and/or evidence of mosquitoes breeding within the irrigation due to ponded water?

    (d) Are warning signs, tags, stickers, and above ground pipe markings properly posted to inform the Public that irrigation water is Recycled Water, which is not suitable for drinking?

    (e) Is there evidence of leaks or breaks in the irrigation system piping or tubing?

    (f) Is there evidence of broken or otherwise faulty Drip Irrigation System Emitters or spray irrigation Sprinkler Heads or Spray Heads?

    (g) What corrective actions are being taken to correct any problems noted above?

15. The Recycled Water Customer may also be required to conduct a visual inspection of the system during the off-season. Specific requirements will be included in the Recycled Water Use Permit.
16. **Emergency Cross-Connection Response Plan.** If a Cross-Connection or Backflow incident occurs between the Potable and Non-Potable Water systems, an emergency response plan must be implemented.

20.D FEES AND PERMIT

1. **Recycled Water Use Permit.** The State RWQCB requires that a Recycled Water Use Permit be issued by the Program to all Recycled Water Customers within the Program area. The Recycled Water Use Permit indicates any special site-specific requirements in addition to the requirements specified in this document. The Application for a Recycled Water Use Permit is submitted to the City or the Program with the Onsite Recycled Water Service Plans. The Program processes the application and issues a Recycled Water Use Permit with final approval for the use of Recycled Water at the site. The Applicant is responsible to obtain all necessary Permits and pay all associated fees. The Applicant should contact the City for information on the cost of Permits.
2. **Application for Recycled Water Services.** The Water Utility also requires an Application for Recycled Water Service, similar to application for Potable Water Service.

20.E THE CITY AS THE LOCAL AUTHORITY

1. The City is the entity that has the responsibility of enforcing these Rules and Regulations for the end use of Recycled Water. The City has authority to issue plumbing Permits, building requirements, and planning criteria.
2. The Rules and Regulations enforced by the City are derived from those established by the State RWQCB, the State DDW, County EHS, the Program and the City. These Rules and Regulations govern certain permitted uses of Recycled Water. All facilities using Recycled Water shall be designed and operated to meet the Standards of the local governing codes, rules and regulations.

20.F AUTHORIZED USES FOR RECYCLED WATER

The uses of Recycled Water may include, but not by way of limitation: landscape irrigation; agricultural irrigation; construction water; industrial process water; water for flushing toilets and urinals in non-residential buildings; replacement water in cooling towers; and recreational Impoundments. Each such use shall be explored by the Recycled Water Customer for applicability to the Development and considered for approval by the City on a case-by-case basis. The City may determine, in its discretion, whether it is necessary or desirable to furnish Recycled Water for the specific use involved. Determinations as to specific uses to be allowed shall be in accordance with the Standards of treatment and water quality requirements set forth in CCR, Title 22, Division 4, of the California Administrative Code. Prior to approving such uses, the City may, in its discretion, set forth specific requirements as conditions to providing such services and/or require specific prior approval from the appropriate Regulatory Agencies. Data centers authorized to use Recycled Water for process water shall design and construct a redundant backup Potable Water system in the event of a service interruption to maintain system operation.

20.G NON-APPROVED USE AREAS

1. **Runoff Conditions.** The irrigation systems shall be designed, constructed and operated to prevent Runoff outside the Approved Use Area.
2. **Ponding Conditions.** The irrigation systems shall be designed, constructed and operated to minimize Ponding outside or within the Approved Use Area. This does not apply to approved Impoundments such as decorative Water Features, golf course water-hazards or lakes. At no time shall Recycled Water be applied at a rate greater than the soil Infiltration Rate.
3. **Windblown Spray Conditions.** The irrigation systems shall be designed, constructed and operated to minimize Windblown Spray from passing outside the Approved Use Area.
4. **Unapproved Uses.** Use of Recycled Water for any purposes other than those explicitly approved by the Water Utility in conformance with the Rules and Regulations of the Program, the State DDW, the County EHS, or the State RWQCB, or use of Recycled Water in areas other than those specifically shown on the approved plans, is strictly prohibited.
5. **Disposal in Unapproved Areas.** Disposal of Recycled Water for any purpose, including Approved Uses, in areas other than those explicitly approved in the current effective Recycled Water Use Permit issued by the Program and without the prior knowledge and approval of the appropriate Regulatory Agencies, is strictly prohibited.

20.H AMENDMENTS

From time to time there may be amendments to the existing Rules and Regulations and design manual. These amendments may be made without the consent of the Recycled Water Customer. These amendments will be enforced upon their effective date.

20.I PROTECTION OF PUBLIC HEALTH

The Water Utility, the City and the Program reserve the right to take any action necessary with respect to the operation of the Recycled Water Customer's system to safeguard the Public health.

20.J RIGHT TO TERMINATE SERVICE

1. If at any time during construction or operation of the Recycled Water system, real or potential hazards are evidenced, such as Cross-Connections with the potable system, improper tagging, signing, or marking, or unapproved/prohibited uses, the Water Utility reserves the right and has the authority to terminate immediately, without notice, Recycled Water Service in the interest of protecting the Public health. The Water Utility may elect to temporarily replace the Recycled Water supply water with Potable Water only after the Recycled Water Customer's system has been disinfected and approval has been granted by the Program and the State DDW. All modifications required to replace the Recycled Water supply with Potable Water shall be at the Recycled Water Customer's expense.
2. The Recycled Water Customer has the right to terminate service if there are no longer suitable uses at that site. The Recycled Water Customer cannot substitute Potable Water where Recycled Water can be used.

20.K SEVERABILITY

If any section, subsection, clause, or phrase of these Rules and Regulations is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining portions of these Rules and Regulations. The City Council declares that it would have passed said Rules and Regulations by section, subsection, sentence, clause, or phrase thereof.

21. DESIGN, INSTALLATION AND INSPECTION OF SYSTEMS FOR USE OF RECYCLED WATER

21.A DESIGN APPROVAL

Before the construction of any new Recycled Water system, major modifications of an existing Recycled Water system, or retrofit of an existing system for Recycled Water use, Onsite Recycled Water Service Plans must be prepared by the Recycled Water Customer and approved by the Program and the State DDW. Approval shall be contingent upon evidence that all applicable design requirements, rules and regulations for a Recycled Water system are satisfied (see ***Basis for Design Review Criteria*** below).

21.B REQUIRED ONSITE RECYCLED WATER SERVICE PLANS

Plans must be stamped by a registered Landscape Architect or civil engineer and include, but not be limited to, the following:

1. Site plan drawn to scale which clearly shows the boundaries of the intended use area, adjacent streets, and locations of all major improvements on the site, water meters (Recycled Water and Potable Water), Backflow Prevention Devices, drinking fountains, and all Public facilities supplied with Recycled or Potable Water Service. Public facilities include, but are not limited to, restrooms, outdoor eating areas, snack bars, Swimming Pools, wading pools, decorative fountains and showers. If there are no Public facilities located in the defined use area, then a note on the plans must indicate that no Public facilities exist. Additionally, any wells, lakes, ponds, reservoirs, or other water Impoundments located Onsite or within 100 feet (100') of the site must be shown on the site plan.
2. Piping plan which shows the complete Potable and Recycled Water systems. All sources of Recycled Water and Potable Water must be indicated on the plan. The location and type of all existing and new Backflow Prevention Devices and water meters must be clearly marked on the piping plan. For existing facilities converting to Recycled Water use, the piping plan must indicate which piping and other devices are existing and which piping and other devices will be installed as part of the retrofit work. The proper separation requirements between Potable and Recycled Water lines (for new piping) must be indicated. The piping plan can be combined with the site plan if space permits.
3. Detail drawings of areas where special installation or retrofit procedures are required, such as cutting and capping to separate potable and recycled systems, installation of Backflow Prevention Devices, special construction where pipe separation criteria cannot be met, etc.
4. Any other items required by the Design, Installation, and Inspection Criteria section of the Recycled Water Customer Onsite Manual, and Section 23.Q of this document.
5. Preparation of Onsite Recycled Water Service Plans does not exempt the Applicant from submitting other Onsite improvement plans normally required by the City. Other improvement plans required by the City must still be submitted in accordance with the City's Standard procedures.

21.C BASIS FOR DESIGN REVIEW CRITERIA

1. Review of Onsite Recycled Water Service Plans conducted by the Program and the State DDW will consist of checking for conformance with various regulations and guidelines governing distribution of Recycled Water. Even though the City/Program and the State DDW perform a plan check, the Applicant is not relieved of responsibility to meet all requirements. A brief description of this criteria is provided below. Copies of these criteria will be provided by the City or the Program upon request.
2. ***CCR, Title 22, Division 4, Chapter 3, "Water Recycling Criteria".*** These regulations are written by the State DDW and specify the Approved Uses and use area requirements, such as hose bib restrictions, prohibition of irrigation near wells, etc. These regulations govern both the Water Utility's distribution system as well as the Recycled Water Customer's Onsite system.
3. ***CCR, Title 17, "Drinking Water Supply - Backflow Prevention"*** CCR, Title 17 specifies requirements intended to protect the Public drinking water supply from contamination. Some requirements specified in CCR, Title 17 include Backflow Prevention Devices, designation of a Certified Site Supervisor, and Cross-Connection testing requirements.
4. ***AWWA, California-Nevada Section, Guidelines for Distribution of Non-Potable Water.*** This document provides recommended guidelines for planning, designing, constructing, and operating Non-Potable Water systems, including Recycled Water systems. The guidelines themselves are not regulations but many agencies have adopted them as general requirements. The document covers both installation of the Water Utility distribution systems and Onsite use systems.
5. **International Association of Plumbing and Mechanical Officials (IAPMO) Uniform Plumbing Code.** The Uniform Plumbing Code sets forth requirements when Recycled Water is used within buildings in a Dual Plumbed system for Non-Potable domestic uses such as toilet and urinal flushing. The Uniform Plumbing Code does not apply to irrigation sites, where the Recycled Water system is located outside buildings, or industrial sites, where the Recycled Water is used for non-domestic industrial purposes. In addition, the pipe separation regulations indicated in this Guide are different than and take precedence over the IAPMO.

21.D SUMMARY OF DESIGN REVIEW CRITERIA

Although the plan review conducted by the Program, the State DDW and/or the City may include checking for compliance with any of the existing regulations or guidelines referenced above, the following summaries are provided to give the designer of the Recycled Water system a general idea of the major items which will be checked during plan review. The summary is compiled as a "punch list" so that it can easily be referenced by the plan designer. However, compliance with every item on the punch list does not guarantee that the plans will be approved without comment since regulations and policies may change and some sites may require special provisions. In addition, even though the Program, the State DDW and/or the Local Authorities perform a plan review, the Applicant is still responsible for meeting all applicable requirements, even if those requirements are not shown on the approved plans. Please note that the plan requirements are slightly different for new facilities and existing facilities converting to Recycled Water use.

21. DESIGN, INSTALLATION AND INSPECTION OF SYSTEMS FOR USE OF RECYCLED WATER (Continued)

1. Do plans include a site/piping plan and details of connection points as indicated under ***Required Plans*** (Section 21.B)?
2. Are all items listed under ***Required Plans*** (Section 21.B) shown on the site/piping and details plans?
3. Is the use area shown on the site an Approved Use Area?
4. Is the total Recycled Water irrigation area included to the nearest 10th (0.1) of an acre?
5. At **new facilities**, are all Onsite Recycled Water pipelines located ten feet (10') horizontally from Potable Water pipelines where possible (minimum of four-foot (4') horizontal separation allowed if special construction details are incorporated)?
6. At **new facilities**, where Recycled and Potable Water lines cross, are the pressurized Recycled Water pipelines located at least one foot (1') below the Potable Water lines?
7. At **existing facilities** converting to Recycled Water use, does all new piping meet the Potable/Recycled Water pipeline separation criteria indicated above?
8. Do the plans indicate that Recycled Water and Potable Water systems are completely separated and there is no common trenching?
9. At **existing facilities** converting to Recycled Water use, are all locations where future Recycled Water piping must be separated from the Potable Water piping clearly indicated on the plans?
10. Are the proper Backflow Prevention Devices shown in the proper location for protection of the Public Potable Water system? RPs should be shown located as close as possible to all Potable Water meters and at least one foot (1') above grade.
11. If the Onsite Recycled Water system is interconnected with industrial process piping, fertilizer injection systems, or a Non-Potable drinking water source (such as an irrigation water storage pond), is the proper Backflow Prevention Device shown in the proper location for protection of the Public Recycled Water distribution system? In such cases, usually an RP device is required at the Recycled Water meter, at least one foot (1') above grade.
12. Are the proper Backflow Prevention Devices shown in the proper locations for protection of Onsite Potable Water supply per standard UPC and CCR, Title 17 requirements? Though not specifically related to Recycled Water, these devices should be shown on the plans. Backflow Prevention Devices are required at non-Air-Gap Points of Connection to ponds, wading pools, Swimming Pools, fountains, etc., where the Impoundment is supplied by the Potable Water Onsite piping. Usually atmospheric vacuum breakers located near the Point of Connection are adequate, unless there is a valving downstream of the protection device, in which case pressure vacuum breakers are required.
13. If there are wells located Onsite or near the use site, are the wells separated from all Recycled Water Irrigation Use areas by at least 50 feet (50') and from all Recycled Water Impoundments by at least 100 feet (100')?
14 If plans are used for construction, do plans show all necessary details to properly construct the system?
15. Do plans identify that materials are appropriate for Recycled Water use? (For example, purple pipe, proper signing and tagging, etc.)

16. Do plans identify work requiring inspection by the Program representatives?
17. Do plans include a detail for Air Gap if a backup source is used?
18. Do plans specify no hose bibs on the Recycled Water system?

21.E PRELIMINARY CROSS-CONNECTION TEST EXISTING SITES

At all existing sites which are converting to Recycled Water use, a preliminary Cross-Connection test may be required and shall be coordinated by the Recycled Water Customer prior to retrofit work or construction. The Recycled Water Customer must notify the Program prior to the Cross-Connection test so that the Program, the Water Utility, the City, and Regulatory Agency representatives can be present if they wish. The preliminary Cross-Connection test should follow the general Cross-Connection testing guidelines outlined in Section 21.I. The purpose of the test is to determine if there are any unknown connections between the existing irrigation system and the domestic water system prior to construction. If unknown connections are discovered, then further testing or potholing must be conducted in order to determine where the connections are located. The retrofit plans must be revised to reflect any changes required to eliminate the connections, and the revised plans must be resubmitted to the Program and the State DDW for review. At new Development sites, a preliminary Cross-Connection test is generally not necessary since the systems have been designed for Recycled Water use.

21.F CONSTRUCTION INSPECTION

The State RWQCB requires that the Program, the City, or designated representatives conduct Onsite inspections during the construction phase to ensure that materials, installation and procedures are in accordance with the approved plans, specifications, and all applicable regulations. Accordingly, the Recycled Water Customer shall notify the Program of the schedule for all phases of planning, construction and start up so that inspections can be scheduled.

21.G FIELD TESTING AND INSPECTION

All systems shall conform to the requirements of the UPC Sections 103.5.1 through 103.5.4.2 except intermittent pressure piping. During the coverage test with Recycled Water, the irrigation system shall be inspected for proper use of full, half, and quarter Spray Heads, proper atomizing, and irrigation spray on non-Approved Use Areas.

21.H TEMPORARY CONNECTION TO POTABLE SERVICE

A jumper to the potable system is allowed up to and during the final Cross-Connection test. At that time the jumper shall be replaced by the Recycled Water meter. Jumpers providing water from the Public Recycled Water system into the Onsite Recycled Water system are prohibited at all times.

21.I FINAL CROSS-CONNECTION TEST

The Recycled Water Customer must conduct a final Cross-Connection test before connecting the Recycled Water Customer's system to the Water Utility's Recycled Water system at any use-site where both Recycled and Potable Water are present in separate piping systems. This test is to ensure the absolute separation of the Recycled and Potable Water systems. The Recycled Water Customer must notify the Program at least 48 hours prior to the test so that members of the appropriate agencies may be present. The Cross-Connection test shall be done under the supervision of the Program representatives by an AWWA-certified Cross-Connection control specialist hired by the Applicant. The Certified Site Supervisor (see ***Designation of Certified Site Supervisor,*** herein) must be present at the test. Periodic testing must be performed after that (see ***Periodic Cross-Connection Testing Program,*** herein). A written report documenting the test results shall be submitted by the certified Cross-Connection control specialist to the Certified Site Supervisor and the Program following completion. The following are general test guidelines and may be modified with the approval of the Program.

1. **General Cross-Connection Test Procedures:** Cross-Connection tests shall be performed as specified in the UPC Appendix J 8 (2) and J 8 (3), with the exception that intermittent piping will not be activated and pressurized as specified in Appendix J 8 (2)(vi), and that the required pressurization time will be one (1) hour or as otherwise specified by the Cross-Connection specialist. The City of Santa Clara's Cross-Connection test procedures are summarized as follows:

2. **Minimum Requirements for Cross-Connection Testing:** The Cross-Connection test shall be done with the Certified Site Supervisor present, under the supervision of a City representative by an AWWA-certified Cross-Connection control specialist. The Cross-Connection test shall include the following steps:

   (a) For Premises with irrigation systems originally constructed with a potable service, all Potable Water supply points to the irrigation system are to be disconnected and capped. These points shall remain open to view until after a visual inspection by the City. This step may be deferred until after the following steps are completed, that is, the Cross-Connection test may be completed with Potable Water being supplied to the recycled piping.

   (b) When the recycled service is ready to be activated, while still OFF: City Inspectors shall determine that there is no water being supplied to the irrigation system. This may be by use of a pressure gauge installed on the normally pressurized portion of the irrigation system, or by a visual inspection of the irrigation Spray Heads. This procedure is to ensure no Potable Water source is supplying water to the irrigation system.

   (c) After the Recycled Water Service is activated and turned ON, the potable service to the property is to be turned OFF and de-pressurized. A pressure gauge will be connected to the potable service at the building to measure the potable system pressure during this test. While the potable system is not in use, there shall be no observed increase in pressure for at least 15 minutes. For multi-story buildings, maximum pressure at the ground floor is not to exceed static pressure equal to elevation pressure to the top floor or roof of the building (the highest point of the internal plumbing).

21.J FINAL INSPECTION

The State DDW requires a final Onsite inspection to be conducted by the Program or its designated representatives. Accordingly, a final inspection will be performed by the Program or its designated representatives before the Recycled Water system is connected to ensure all requirements have been met. This inspection will be coordinated with the final Cross-Connection test so that the inspection can be done with Potable Water charging the irrigation system at Recycled Water pressure prior to connection of Recycled Water. The Program's Inspector will check to see that the proper equipment was used and that all required tags, labels, and signs are in place. This inspection shall precede the coverage test which will be performed with Recycled Water. This will allow the Inspector to determine if conditions which create Runoff or Windblown Spray outside the Approved Use Area, Ponding within the use area do not exist. Spray patterns will be checked to see they do not encroach upon Public facilities such as drinking fountains, outside eating areas, or areas outside the Approved Use Area.

21.K FINAL APPROVAL

Final approval must be granted by the Program before Recycled Water can be supplied to the site. Final approval will be granted when construction has been completed in accordance with approved plans and specifications, all Cross-Connection tests have been performed, a final Onsite inspection has been conducted, and all requirements have been met satisfactorily. After the Recycled Water Use Permit has been finalized by the Program, the Water Service Agreement is approved by the Water Utility, and all applicable fees have been paid, the Water Utility will authorize the installation of the Recycled Water meter. (The coverage test will be performed after the meter has been set) the Program will be forwarded a copy of all test and inspection reports as well as notification that Recycled Water Service has been started. During the lifetime of the Recycled Water system, the City or the Program will periodically inspect the Recycled Water system to ensure compliance with all applicable rules and regulations (see ***Annual Self-Inspections***, herein). Additionally, the Recycled Water Customer shall conduct a Cross-Connection test every four years if required by the Recycled Water Use Permit.

21.L RECORD DRAWINGS

All conceptual or major design changes shall be approved before implementing the change in the construction contract. Record Drawings shall be prepared to show the recycled system as constructed and shall include all changes in work constituting departures from the original contract drawings including those involving both constant pressure and Intermittent-Pressure Lines and Appurtenances.

22. OPERATION AND MAINTENANCE OF SYSTEMS FOR USE OF RECYCLED WATER

22.A CONDITIONS OF SERVICE

All requirements outlined in this section shall be Conditions of Service, unless modified in the Recycled Water Use Permit. By accepting Recycled Water Service, the Recycled Water Customer agrees to comply with all Conditions of Service.

22.B SYSTEM RESPONSIBILITY

1. It shall be the responsibility of the Recycled Water Customer to maintain and operate their Recycled Water system downstream of the Service Connection. It is the responsibility of the Recycled Water Customer to ensure that the Recycled Water is being applied in accordance with all rules and regulations regarding the use of Recycled Water. The Recycled Water Customer is also responsible for the following:

   (a) Maintaining the Onsite Recycled Water system, signs, markings, and tags in accordance with all rules and regulations.

   (b) Ensuring all materials used during the repair and maintenance of the system are approved or recommended for Recycled Water use.

   (c) Obtaining all Permits and payment of all fees required for the operation and maintenance of the Recycled Water Customer's system. Permitting and/or fee assistance may be available from the City or the Program.

   (d) Reporting all Violations and emergencies to the required local governing agencies.

   (e) Obtaining prior authorization from the Water Utility and the Program before making any modifications to the approved Recycled Water system. This includes converting any piping used at any time for conveyance of Recycled Water back to Potable Water, that is switching a Recycled Water system to a backup Potable Water system. The Program will notify the Recycled Water Customer if approval is also required from any additional Regulatory Agencies and if disinfection procedures are required.

22.C HOURS OF OPERATION

Hours of operation shall be specified in the Recycled Water Use Permit.

22.D DESIGNATION OF CERTIFIED SITE SUPERVISOR

It is the responsibility of the Recycled Water Customer to provide surveillance and supervision of the Recycled Water system in a way that assures compliance at all times with current regulations. In order to accomplish this, the Recycled Water Customer shall designate, with the approval of the Program, a Certified Site Supervisor to provide liaison with the City, the Water Utility and the Program. This person may represent the Owner, tenant, or property manager as appropriate; however they must be a permanent employee responsible for the Recycled Water system at the site who is available at all times and has the authority to carry out any requirements of the Program, the City, and the Water Utility. The Certified Site Supervisor should be permanently stationed at the use site, or at a minimum, make frequent visits to the use site as specified in the Recycled Water Use Permit. Installation, operation, maintenance, and prevention of potential hazards on the Recycled and Potable Water systems are the responsibility of the Certified Site Supervisor. The Certified Site Supervisor's primary responsibility is to ensure that there are no Cross-Connections made between the Potable and Recycled Water systems. The Certified Site Supervisor must be present at the final Cross-Connection test and periodic Cross-Connection tests. The Certified Site Supervisor shall inform the Program of all failures, Violations, and emergencies that occur involving the Recycled or Potable Water systems. The Certified Site Supervisor is also responsible to be knowledgeable of the provisions contained in CCR, Title 17 and CCR, Title 22 relating to the safe use of Recycled Water and the maintenance of accurate records. The Certified Site Supervisor must be familiar with the basic concepts of Backflow and Cross-Connection prevention, system testing and relating emergency procedures. The Recycled Water Customer must notify the Program immediately of any change in personnel for the Certified Site Supervisor position.

22.G MAINTENANCE

1. To ensure the Recycled Water system remains in compliance, the Recycled Water Customer shall begin a preventative maintenance program including, but not limited to, the following:

   (a) Regular inspections shall be conducted by the Recycled Water Customer of the entire Recycled Water system including Spray Heads, Drip Irrigation Emitters, spray patterns, lakes, piping and valves, pumps, storage facilities, controllers, etc. Immediately correct any leaks, breaks, or discrepancies in Permit requirements.

   (b) All warning signs, tags, stickers, and above grade pipe markings shall be checked for their proper placement and legibility. Replace damaged, unreadable or missing signs, tags, stickers, and pipe markings.

   (c) Special attention should be given to spray patterns to eliminate Ponding, Runoff and Windblown Spray conditions. If Runoff is noted, affected areas should be indicated on a sketch and the volume should be estimated. If unauthorized Ponding is detected, evidence of mosquitoes breeding within the Ponding should be noted and immediately eliminated.

   (d) Establish and maintain an accurate record keeping system of all inspections, modifications and repair work.

(e) Broken Spray Heads, faulty spray patterns, leaking pipes or valves, or any other noted condition which violates the use requirements shall be repaired immediately after the malfunction or condition becomes apparent.

22.E PERSONNEL TRAINING

It is the responsibility of the Recycled Water Customer to train all Operations Personnel, in order to be familiar with the use of Recycled Water. Any training program should include, but not limited to, the following:

1. Operations Personnel must be aware of the emergency procedure.
2. Operations Personnel must be aware that Recycled Water, though highly treated, is Non-Potable Water.
3. Operations Personnel must understand the requirements and restrictions pertaining to Ponding, Windblown Spray and Runoff.
4. Good personal hygiene must be followed.
5. Recycled Water shall never be used for human consumption.
6. Operations Personnel must understand that working with Recycled Water is safe if good common sense is used and appropriate regulations are followed.
7. Operations Personnel must understand that there is **never** to be a connection between the Recycled Water system and the Potable Water system.
8. Operations Personnel must understand the health/safety aspects of CCR, Title 17 and CCR, Title 22 requirements.
9. All new employees shall be trained in the proper use of Recycled Water. Supervisory personnel and the Certified Site Supervisor should be held accountable to ensure that employees are not using Recycled Water carelessly or hazardously.

22.F VEHICLE IDENTIFICATION

1. Any vehicle used to transport Recycled Water shall be clearly marked with labels or signs. These labels or signs shall contain the words “RECYCLED WATER – DO NOT DRINK – NO TOMAR” in black two-inch (2”) high minimum letters on a purple background. The Program may also require the label to include translations into foreign language(s) if appropriate, as specified in the Recycled Water Use Permit. One label or sign shall be placed on the tank closest to the driver’s door. One label or sign shall be placed on the rear surface of the tank. All labels and signs shall be placed where they can easily be seen by the personnel using the vehicle.
2. The “Do Not Drink” symbol (refer to the Recycled Water Customer Onsite Design Manual) shall be present on all vehicles used to carry Recycled Water. Any vehicles used for the transportation or storage of Recycled Water must not be reused for the transportation or storage of Potable Water.

22.H ANNUAL SELF-INSPECTIONS AND REPORTS

1. **Standard Onsite (Land) Observation Report.** The State RWQCB requires that the Recycled Water Customers in the Program conduct a standard observation inspection at least once a year at a time when the Recycled Water system is in use. In general, the standard observations correlate with the preventative maintenance self-inspections. The Recycled Water Customer must submit the results of the observations along with a description of any corrective actions taken in a written report to the Program (see ***22.P Forms***). The schedule and deadlines for submittal of this report is indicated in the Recycled Water Use Permit. The seven items for inspection are as follows:

   (a) Is there evidence of Runoff from the site? Show affected area on a sketch and estimate volume.

   (b) Is there an odor of wastewater origin at the irrigation site? If yes, indicate apparent source, characterization, direction of travel, and any Public Use areas or Offsite facilities affected by the odors.

   (c) Is there evidence of Ponding Recycled Water, and/or evidence of mosquitoes breeding within the irrigation area due to Ponded water?

   (d) Are warning signs, tags, stickers, and above ground pipe markings properly posted to inform the Public that irrigation water is Recycled Water, which is not suitable for drinking?

   (e) Is there evidence of leaks or breaks in the irrigation system piping or tubing?

   (f) Is there evidence of broken or otherwise faulty Drip Irrigation System Emitters or Overhead Spray Irrigation?

   (g) What corrective actions are being taken to correct any problems noted above?

2. **Off-Season Inspection Report.** The State RWQCB also requires that the Program Recycled Water Customers conduct a thorough inspection of all irrigation lines, Overhead Spray Irrigation, and Drip System Emitters at least once a year during the dormant season. The findings of this inspection, along with any significant repairs or modifications must be submitted in a report to the Program (see ***22.P Forms***). The schedule and deadlines for submittal of this report are indicated in the Recycled Water Use Permit.

22.I PERIODIC PROGRAM INSPECTIONS

1. The State RWQCB also requires that the Program conduct periodic inspections of Recycled Water Customer use sites. These inspections shall include, at a minimum, the visual inspection of all Backflow Prevention Devices, pump rooms, exposed piping, valves, pressure reducing stations, Points of Connection, Overhead Spray Irrigation, Drip System Emitters, controllers, lakes, storage facilities, signs, labeling, tags, etc. The Certified Site Supervisor's maintenance records shall be inspected to review all maintenance since the last inspection. The Program, the Local Authority, and RWQCB reserve the right to make unannounced inspections of the facility during reasonable hours of operation.

2. Upon completion of the inspection, a report form will be signed and dated by both the Certified Site Supervisor and the Program Inspector. The original shall be maintained by the Program with copies to the Certified Site Supervisor, the City, the Water Utility and any required Regulatory Agency.

3. Should a Cross-Connection be discovered during any inspection by the Recycled Water Customer or an outside Inspector, the **Emergency Cross-Connection Response Plan** shall be immediately invoked by the Certified Site Supervisor.

22.J MODIFICATIONS

1. No modifications shall be made by the Recycled Water Customer to any Recycled Water system without the prior approval of the Program. This includes modifications to the approved plans, or to an operational system. Detailed plans of any modifications must be submitted to the Program and the modifications inspected by the Program before being completed.
2. Emergency modifications or repairs can be made by the Recycled Water Customer to the system without the prior approval of the Program to prevent contamination, damage or a Public health hazard. As soon as possible after the modification, but not to exceed three (3) days, the Recycled Water Customer must notify the Program of the emergency modifications and file a written report.

22.K PERIODIC CROSS-CONNECTION TESTING

At Dual Plumbed use sites (sites where the Recycled Water is used within a building in conjunction with a Potable Water system), the Recycled Water Customer shall be responsible for conducting a periodic Cross-Connection test as required in the Recycled Water Use Permit unless visual inspections reveal a requirement for more frequent testing. Generally, the periodic Cross-Connection test for a Dual Plumbed use site is required once every four (4) years. This test shall be done by an AWWA-certified Cross-Connection specialist. The Program must be notified at least 48 hours in advance of the test so that a Program representative can be present. The Certified Site Supervisor must be present at the test. A sample Test Notification Form is located in ***22.P Forms.*** The following are general guidelines for periodic cross-testing and may be modified with the approval of the Program

22.L SYSTEM NOT IN COMPLIANCE

If at any time the Recycled Water system is found to be out of compliance, the Program shall issue an Order specifying the corrections required to bring the system into compliance. A site inspection shall be scheduled after a reasonable period of time to ensure compliance with the Order. If it is known or suspected that a Backflow incident or contamination has occurred, then the ***Emergency Cross-Connection Response Plan*** shall be invoked.

22.M NOTIFICATION

It is the responsibility of the Certified Site Supervisor to notify the Program of any failure or Cross-Connection in said Recycled Water or Potable Water system, whether or not they believe a Violation has occurred. It is also the responsibility of the Certified Site Supervisor to notify the Program of any Violation that might occur because of any action the Recycled Water Customer personnel might take during the operation of said Recycled Water or Potable Water systems. If there are any doubts whether a Violation has occurred, it is the responsibility of the Certified Site Supervisor to report each occurrence to the Program so a decision can be made.

22.N EMERGENCY PROCEDURE

1. In case of a major earthquake, flood, fire, tornado, structural failure, or other incident which could likely damage the Recycled or Potable Water systems, the Certified Site Supervisor should inspect the domestic and Recycled Water systems for damage, as soon as it is safe to do so. If either system appears damaged, the domestic or Recycled Water system with damage should be shut off at their Points of Connection. If the Certified Site Supervisor cannot inspect the site and damage is expected, then both water systems should be shut off at their Points of Connection. The Supervisor should immediately contact the Program for further instruction.
2. **Emergency Modifications.** Emergency modifications or repairs may be made by the Recycled Water Customer to said system without the prior approval of the Program to prevent contamination, damage or a Public health hazard. As soon as possible after the modification, but not more than three (3) days after the modification, the Recycled Water Customer shall notify the Program of the emergency modifications and file a written description of action taken.
3. **Unauthorized Discharge.** It is the responsibility of the Recycled Water Customer to report to the City all system failures that result in an Unauthorized Discharge of Recycled Water. An immediate oral report is required at which time the City will specify if a written report is required. The Recycled Water Customer must make every effort to contain the Unauthorized Discharge prior to discharge to the storm drains. Contact the Program for field review and disposal instructions.
4. **Contamination of Drinking Water.** In case of contamination of the Potable Water system due to a Cross-Connection on the Recycled Water Customer's Premises, the Program and State DDW shall be immediately notified by the Recycled Water Customer. The Recycled Water Customer is to immediately invoke the ***Emergency Cross-Connection Response Plan***.

22.O EMERGENCY CROSS-CONNECTION RESPONSE PLAN

In the event that a Backflow incident or Cross-Connection is suspected or occurs, the following procedures shall be implemented immediately.

1. Notify the Water Utility and the State DDW by phone. This notification is to be followed by written notice within 24 hours. The written notice is to include an explanation of the nature of the Cross-Connection, date and time discovered, and the steps taken to mitigate the Cross-Connection(s).
2. Keep the Potable Water system pressurized and post "Do Not Drink" signs at all Potable Water fixtures and outlets.
3. Immediately shut down the Recycled Water supply to the facility at the meter.
4. Provide bottled water for employees until the Potable Water system is deemed safe to drink.
5. Collect water samples from the Potable Water system and perform a 24-hour bacteriological analysis. Water samples should be collected from the closest acceptable point to the Cross-Connection. The Water Utility may supply the appropriate sample bottles, obtain the samples, and arrange for laboratory analysis. See the ***Water Utility Supplementary Guidelines*** for additional information.

22. OPERATION AND MAINTENANCE OF SYSTEMS FOR USE OF RECYCLED WATER (Continued)

6. Identify the cause and location of Backflow and eliminate the Cross-Connection(s).
7. Conduct a Cross-Connection test as outlined in Section 21.E-K to verify that all Cross-Connections were eliminated.
8. Obtain approval from the Program and the State DDW before bringing the Recycled Water system back into service.
9. If the bacteriological analysis conducted in Step 5 is positive, chlorinate the Potable Water system maintaining a chlorine residual of at least 50 mg/l for 24 hours. Otherwise proceed to Step 11.
10. Flush the Potable Water system after 24 hours and perform Standard bacteriological analysis.
11. If the results from Step 10 are acceptable, proceed to Step 12. Otherwise, repeat Steps 9-10.
12. Obtain final approval from the Program and the State DDW before removing signs.

22. OPERATION AND MAINTENANCE OF SYSTEMS FOR USE OF RECYCLED WATER (Continued)

22.P FORMS

SOUTH BAY WATER RECYCLING

3025 Tuers Road San Jose, CA 95121 408-277-3671 www.sanjoseca.gov/sbwr

Recycled Water Use Permit Application

SERVICE ID

PROJECT ID

PROJECT INFORMATION

ALL FIELDS REQUIRED RETAILER:

4 DIGIT SITE ID:

METER BOX ID (single letter):

MODIFICATION ## (original is "0"):

☐ IRRIGATION ☐ INDUSTRIAL ☐ AGRICULTURAL

PROJECT NAME USE AREA SQUARE FOOTAGE

PROJECT DESCRIPTION

STREET ADDRESS CITY ZIP CODE

OWNER NAME EMAIL

PHONE

CERTIFIED SITE SUPERVISOR

NAME CERTIFICATION #

COMPANY / ENTITY

PHONE EMAIL

Each site must have a designated Certified Site Supervisor present at all Cross-Connection tests to obtain a Use Permit. Visit the South Bay Water Recycling website www.sanjoseca.gov/sbwr to view the schedule of upcoming Site Supervisor training classes.

RETAILER INFO

☐ PROPOSED USE REQUEST ☐ RECYCLED WATER USE PERMIT REQUEST

ESTIMATED ANNUAL USE OF RECYCLED WATER (IN GALLONS)

RETAILER REPRESENTATIVE DATE

☐ NEW DEVELOPMENT ☐ RETROFIT / MODIFICATION ☐ ENHANCEMENT OWNERS ☐ PODIUM

☐ DUAL PLUMBING ☐ COOLING TOWER ☐ HOME OWNERS ASSOCIATION

☐ THE SERVICE ID LISTED ABOVE HAS BEEN VERIFIED TO BE IN COMPLIACE WITH ITS PERMIT (existing sites only)

WILL SBWR CROSS CONNECTION TEST PROCESS BE USED? YES ☐ NO ☐

(IF NO, PLEASE SUBMIT YOUR CROSS CONNECTION TEST PROCEDURE TO THE RETAILER FOR APPROVAL BEFORE TESTING)

SBWR

CROSS-CONNNECTION DATE

SBWR RERESENTATIVE PERMIT ISSUE DATE

SUBMIT TO: SBWRPERMIT@SANJOSECA.GOV REVISION 3.1.19

LOCAL CONTACTS	
Site:	
Location:	
Certified Site Supervisor:	
Title:	
Email:	
Work Phone:	Mobile Phone:

22. OPERATION AND MAINTENANCE OF SYSTEMS FOR USE OF RECYCLED WATER (Continued)

SOUTH BAY WATER RECYCLING

3025 Tuers Road San Jose, CA 95121 408-277-3671 www.sanjoseca.gov/sbwr

Recycled Water Cross Connection Test

XXX #### X

SERVICE ID

PROPERTY SITE INFORMATION

METER BOX LOCATION side of of

SITE NAME STREET FEET STREET

ADDRESS CITY ZIP METER ADDRESS (IF APPLICABLE)

DESCRIPTION

REQUIRED ATTENDEES

SBWR REPRESENTATIVE COMPANY/ENTITY PHONE

RETAILER REPRESENTATIVE COMPANY/ENTITY PHONE

CERTIFIED SITE SUPERVISOR (CSS) COMPANY/ENTITY CERT # PHONE

CROSS CONNECTION SPECIALIST

AWWA CROSS CONNECTION SPECIALIST #:

CROSS CONNECTION SPECIALIST NAME CERTIFICATION #

After carefully reviewing this recycled water system, and performing a Cross-Connection test in accordance with SBWR's Rules and Regulations, I find no indication of a cross-connection with this recycled water system, at the property site listed above.

THE CROSS-CONNECTION TEST WAS CONDUCTED ON

DATE (s) TIME

CROSS CONNECTION SPECIALIST NAME DATE

COMPANY PHONE

ADDRESS CITY ZIP CODE

TEST DETAILS

DESCRIBE THE TESTING PROCEDURE USED, THE DOCUMENTS SUPPLIED BY THE RETAILER AND CSS, THE RECYCLED WATER SYSTEMS TESTED, AND WHICH PROJECTS WERE INCLUDED.

☐ VISUAL TEST ONLY

RETAILER

RETAILER APPROVAL DATE

SUBMIT TO: SBWRPERMIT@SANJOSECA.GOV **REVISION: 3.1.19**

22. OPERATION AND MAINTENANCE OF SYSTEMS FOR USE OF RECYCLED WATER (Continued)

SOUTH BAY WATER RECYCLING

3025 Tuers Road San Jose, CA 95121 408-277-3671 www.sanjoseca.gov/sbwr

Recycled Water Inspection Checklist: Construction

XXX ##### X P MOD#

PROJECT ID

USE CLASS

☐ IRRIGATION ☐ INDUSTRIAL ☐ AGRICULTURAL

SITE LOCATION & SITE SUPERVISOR

SITE NAME

SITE ADDRESS CITY ZIP

CERTIFIED SITE SUPERVISOR (CSS) CERTIFICATION #

CSS PHONE CSS EMAIL

INSPECTION TASKS

	DATE (VERIFIED/COMPLETED)	INITIALS
1) DDW APPROVED PLANS / ENGINEERING REPORT SIGNATURE	_____	_____
2) HORIZONTAL AND VERTICAL SEPARATION MATCH THE DDW APPROVED PLANS	_____	_____
3) ADVISORY SIGNS, TAGS AND LABELING MATCH THE DDW APPROVED PLANS	_____	_____
4) CROSS CONNECTION TEST PASSED	_____	_____
5) RETAILER NOTIFIED OF ANY ON SITE POTABLE WATER METERS	_____	_____
6) REMOVAL OF ALL TEMPORARY AND / OR PERMANENT POTABLE WATER CONNECTIONS TO RECYCLED WATER SYSTEMS	_____	_____
7) METER (S) INSTALLED Serial Number (s) _____ METER 1 # _____ METER 2 #	_____	_____
8) ON SITE SYSTEM CONNECTED TO RECYCLED WATER METER SEPARATION HAS BEEN MAINTAINED BETWEEN THE RECYCLED AND POTABLE WATER SYSTEMS	_____	_____

9) IF A RECYCLED WATER COOLING TOWER IS PRESENT, FILL OUT THE INSPECTION CHECKLIST FOR COOLING TOWERS

10) DOES THE RECYCLED WATER SYSTEM BUILT EXACTLY MATCH THE DDW APPROVED PLANS? ☐ YES ☐ NO
IF NOT, SHOW THE DIFFERENCES ON THE RECORD DRAWINGS AND EXPLAIN THEM BELOW

COMMENTS:

INSPECTOR NAME DATE

RETAILER / SBWR AGENT REPRESENTATIVE DATE

SUBMIT TO: SBWRPERMIT@SANJOSECA.GOV **REVISION: 3.1.19**

22. OPERATION AND MAINTENANCE OF SYSTEMS FOR USE OF RECYCLED WATER (Continued)

SOUTH BAY WATER RECYCLING

3025 Tuers Road San Jose, CA 95121 408-277-3671 www.sanjoseca.gov/sbwr

Recycled Water Inspection Checklist: Cooling Tower

			P	
XXX	####	X		MOD#

PROJECT ID

USE CLASS

INDUSTRIAL

SITE LOCATION & SITE SUPERVISOR

SITE NAME

SITE ADDRESS CITY ZIP

CERTIFIED SITE SUPERVISOR (CSS) CERTIFICATION #

CSS PHONE CSS EMAIL

INSPECTION TASKS

	DATE (VERIFIED/COMPLETED)	INITIALS
1) DDW APPROVED PLANS / ENGINEERING REPORT SIGNATURE		
2) BIOCIDE USED PER ENGINEERING REPORT		
3) DRIFT ELIMINATOR IS INSTALLED PER PLAN		
4) POTABLE WATER SUPPLY (IF PRESENT) HAS AN AIR GAP PER PLAN		
5) RECYCLED WATER SUPPLY HAS AN AIR GAP PER PLAN		
6) COOLING TOWER MODEL NUMBER MATCHES THE ENGINEERING REPORT		
7) PROVIDE COOLING TOWER MANUFACTURER'S NAMEPLATE INFO (SERIAL NUMBER, MANUFACTURING DATE, ETC):		

COMMENTS:

INSPECTOR NAME DATE

RETAILER / SBWR AGENT REPRESENTATIVE DATE

SUBMIT TO: SBWRPERMIT@SANJOSECA.GOV **REVISION: 3.1.19**

23. WATER EFFICIENT LANDSCAPE ORDINANCE

23.A PURPOSE

Upon the effective date of the revision of the State of California's Model Water Efficient Landscape Ordinance (MWELO), it will supersede the regulations in this Chapter 23, Water Efficient Landscape Ordinance.

Upon the City's adoption of a separate Santa Clara Water Efficient Landscape Ordinance, this Chapter 23, Water Efficient Landscape Ordinance, is rendered null and void.

1. The purpose of these Rules and Regulations is to promote efficient water use in landscaping by promoting use of region-appropriate plants that require minimal supplemental irrigation, and by establishing Standards for Irrigation Efficiency.
2. These Rules and Regulations establish a structure for planning, designing, installing, maintaining and managing water efficient landscapes in New Construction and rehabilitated projects by encouraging the use of a watershed approach that requires cross-sector collaboration of industry, government and property Owners to achieve the many benefits possible.
3. These Rules and Regulations establish provisions for water management practices and water waste prevention for existing landscapes.
4. Efficient water use without waste shall be achieved by setting a Maximum Applied Water Allowance as an upper limit for water use and reducing water use to the lowest practical amount. Irrigation efficiencies are accomplished through proper landscape design, installation and management techniques appropriate to Santa Clara's growing conditions.
5. Landscapes planned, installed, managed and maintained in accordance with these Rules and Regulations will improve conditions in urban Santa Clara by:
   (a) Enhancing soil tilth;
   (b) Minimizing energy use;
   (c) Conserving water wherever possible
   (d) Protecting air quality
   (e) Protecting existing habitat and creating new habitat through the use of Native Plants and climate appropriate plants wherever possible.
6. These Rules and Regulations implement the California Water Conservation in Landscaping Act, Government Code Section 65591 et. seq.

23.B APPLICABILITY

1. These Rules and Regulations shall apply to the following Landscape Projects:
   (a) New construction projects with an aggregate Landscape Area equal to or greater than 500 square feet requiring a Permit, plan check, or design review
   (b) Rehabilitated Landscape Projects with an aggregate Landscape Area equal to or greater than 2,500 square feet requiring a Permit, plan check, or design review.

(c) Existing landscapes limited to Sections 493, 493.1, 493.2 in Division 2, Title 23 of the California Code of Regulations; and in sections 23.V and 23.W of these Rules and Regulations.

(d) Cemetaries. Recognizing the special landscape needs of cemeteries, new and rehabilitated cemeteries, are limited to sections 23.V and 23.W of these Rules and Regulations.

2. Any project with an aggregate Landscape Area of 2,500 square feet or less may comply with the performance requirements of this ordinance or conform to the prescriptive measures contained in Appendix D.

3. For projects using treated or untreated Graywater or rainwater captured on site, any lot or parcel within the project that has less than 2,500 square feet of landscape and meets the lot or parcel's landscape water requirement (ETWU) entirely with treated or untreated Graywater or through stored rainwater captured on site is subject only to Appendix D Section (5).

4. These Rules and Regulations shall not apply to:

(a) Registered local, state or federal historical sites;

(b) Any Ecological Restoration Project that does not require a permanent irrigation system;

(c) Mine Reclamation Projects that do not require a permanent irrigation system;

(d) Community gardens or plant collections, as part of botanical gardens and arboretums open to the public;

23.C DEFINITIONS

Terms used in this Section of these Rules and Regulations have the meaning set forth below:

Applied Water: The portion of water supplied by the irrigation system to the landscape.

Automatic (Irrigation) Controller: An automatic mechanical or solid-state timing device, capable of remotely controlling Irrigation Valve Stations that operate an irrigation system. Automatic Irrigation Controllers schedule irrigation events using Evapotranspirtion or Soil Moisture data to set days and length of time of irrigation.

Certificate of Completion: The document required under 23.L

Certified Irrigation Designer: A person certified to design irrigation systems by an accredited academic institution, a professional trade organization, or other program such as the U.S. Environmental Protection Agency's WaterSense irrigation designer certification program, or the Irrigation Association's Certified Irrigation Designer program.

Certified Landscape Irrigation Auditor: A person certified to perform landscape Irrigation Audits by an accredited academic institution, a professional trade organization or other program such as the US Environmental Protection Agency's WasterSense Irrigation Auditor Certification Program and Irrigation Association's Certified Landscape Irrigation Auditor Program.

Check Valve or Anti-Drain Valve: A valve located under a Spray Head, or other location in the irrigation system, to hold water in the system to prevent drainage from Spray Heads when the system is off.

Common Interest Developments: Community apartment projects, condominium projects, planned Developments, and stock cooperatives per Civil Code Section 1351.

Compost: The safe and stable product of controlled biologic decomposition of organic materials that is beneficial to plant growth.

Conversion Factor (0.62): The number that converts the Maximum Applied Water Allowance from acre-inches per acre per year to gallons per square foot per year.

Distribution Uniformity: The measure of the uniformity of irrigation water over a defined area.

Ecological Restoration Project: A project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.

Effective Precipitation (EPPT): The portion of total precipitation that is available for plants. Precipitation is not a reliable source of water but can contribute to some degree toward the water needs of the landscape.

Established Landscape: The point at which plants in the landscape have developed roots into the soil adjacent to the root ball.

Establishment Period: The first year after installing the plant in the landscape or the first two years if irrigation will be terminated after establishment. Native habitat mitigation areas and trees may need three to five years for establishment.

Estimated Total Water Use (ETWU): The annual total amount of water used for the landscape as described in Section 23.G.

Evapotranspiration Adjustment Factor (ETAF): The factor of 0.55 for residential areas and 0.45 for non-residential areas, that, when applied to Reference Evapotranspiration (ETo), adjusts for Plant Factors and Irrigation Efficiency, two major influences upon the amount of water that needs to be applied to the landscape. The ETAF for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0. The ETAF for existing non-Rehabilitated Landscapes is 0.8.

Evapotranspiration Rate (ET): A quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specific time.

Flow Sensor: An inline device installed at the supply point of the irrigation system that produces a repeatable signal proportional to Flow Rate. Flow Sensors must be connected to an Automatic Irrigation Controller, or flow monitor capable of receiving flow signals and operating Master Valves. This combination Flow Sensor/controller may also function as a Landscape Water Meter or Submeter.

Friable: A soil condition that is easily crumbled or loosely compacted down to a minimum depth per planting material requirements, whereby the root structure of newly planted material will be allowed to spread unimpeded.

Fuel Modification Plan Guideline: Guidelines from a local fire authority to assist residents and businesses that are developing land or building structures in a fire hazard severity zone.

Hardscape: Any constructed feature in a landscape built of any Pervious or Impervious durable material.

High Water Use Plant: Any species classified as “high” water use by WUCOLS, having a regionally adjusted Plant Factor of 0.7 through 1.0, shall be categorically deemed a High Water Use Plant. The surface area of Water Features is included in the high water use Hydrozone of the Landscape Area.

Hydrozone: A portion of the landscaped area having plants with similar water needs that are served by an Irrigation Valve or set of Irrigation Valves with the same schedule. A Hydrozone may be irrigated or non-irrigated. For example, a naturalized area planted with native vegetation that will not need supplemental irrigation once established is a non-irrigated Hydrozone.

Impervious: Any surface or material that does not allow the passage of water through the material and into the underlying soil.

Invasive Plants: Species of plants not historically found in California that spread outside cultivated areas and can damage environmental or economic resources. Invasive Species may be regulated by agricultural agencies as noxious species. Lists of Invasive Plants are maintained at the California Invasive Plant Inventory and USDA invasive and Noxious Weeds database.

Irrigation Audit: An in-depth evaluation of the performance of an irrigation system conducted by a Certified Landscape Irrigation Auditor. An Irrigation Audit includes, but is not limited to: inspection, system tune-up, system test with Distribution Uniformity or emission uniformity, reporting Overspray or Runoff that causes overland flow, and preparation of an irrigation schedule. The audit must be conducted in a manner consistent with the Irrigation Association’s Landscape Irrigation Auditor Certification program or other U.S. Environmental Protection Agency “Watersense” labeled auditing program

Irrigation Efficiency (IE): The measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation Efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The IE for purposes of this ordinance are 0.75 for Overhead Spray Devices and 0.81 for Drip Systems.

Irrigation Survey: An evaluation of an irrigation system that is less detailed than an Irrigation Audit. An Irrigation Survey includes, but is not limited to: inspection, system test, and written recommendations to improve irrigation system performance.

Irrigation Valve: A device used to control the flow of water in the irrigation system.

Irrigation Water Use Analysis: An analysis of water use data based on meter readings and billing data.

Landscape Architect: A person who holds a license to practice landscape architecture in California as defined by the California Business and Professions Code, Section 5615.

Landscape Area: All of the planting areas, Turf areas and Water Features in a landscape subject to the Maximum Applied Water Allowance calculation. The Landscape Area does not include footprints of buildings or structures, decks, driveways, sidewalks, gravel or stone walks, parking lots, other Pervious or Impervious Hardscapes and other non-irrigated areas designated for non-Development (e.g., open spaces and existing wildland vegetation).

Landscape Contractor: A person licensed by the State of California to construct, maintain, repair, install, or subcontract the Development of landscape systems.

Landscape Documentation Package: The documents required under Section 23.F.

Landscape Water Meter: an inline device installed at the irrigation supply point that measures the flow of water into the irrigation system and is connected to a totalizer to record water use.

Lateral Line: The water delivery pipeline that supplies water to the Emitters or Spray Heads from the Irrigation Valve.

Low Volume Irrigation: The application of irrigation water through a system of tubing or Lateral Lines and Low-Volume Emitters such as drip and bubblers. Low Volume Irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zones of plants.

Low Water Use Plant: Any species classified as “low water use” by WUCOLS, having a regionally adjusted Plant Factor of 0.1 through 0.3, shall be categorically deemed a Low Water Use plant.

Master Valve: An automatic alve installed at the irrigation supply point which controls water flow into the irrigation system. When this valve is closed, water will not be supplied to the irrigation system. A Master Valve will greatly reduce any water loss due to a leaky Station valve.

Maximum Applied Water Allowance (MAWA): The upper limit of annual Applied Water for the Established Landscaped Area as specified in Section 23.G., Water Efficient Landscape Worksheet. It is based upon the area’s reference ET, the ETAF, and the size of the landscaped area. The ETWU shall not exceed the MAWA. Special Landscape Areas, including recreation areas, areas permanently and solely dedicated to edible plants such as orchards and vegetable gardens, and areas irrigated with Recycled Water are subject to the MAWA with an ETAF not to exceed 1.0. MAWA = (ETo) (0.62) [(ETAF x LA) + ((1-ETAF) x SLA)].

Mine Reclamation Projects: Any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

Moderate Water Use Plant: Any species classified as "moderate" water use by WUCOLS, having a regionally adjusted Plant Factor of 0.4 through 0.6, shall be categorically deemed a Moderate Water Use Plant.

Mulch: Any organic material such as leaves, bark, chipped wood, straw, or inorganic materials such as rocks, pebbles, gravel or decomposed granite left loose and applied to the soil surface to reduce evaporation, suppress weeds, moderate soil temperature and prevent soil erosion.

Native Plant: A plant indigenous to a specific area of consideration. For the purposes of these Rules and Regulations division, the term will refer to plants indigenous to the costal ranges of Centeral and Northern California, and more specifically to such plants that are suited to the ecology of the present or historic natural community of the project's vicinity.

New Construction: For the purposes of this ordinance, a new building with a landscape or other new landscape, such as a park, playground, or greenbelt without an associated building.

Noxious Weeds: Any weed designated by the Weed ControlRegulations in the Weed Control Act and identified on a Regional District noxious weed control list. Lists of Noxious Weeds are maintained at the California Invasive Plant Inventory and USDA invasive and Noxious Weeds database.

Operating Pressure: The pressure at which a system of Sprinkler Heads is designed to operate, usually indicated at base of each Sprinkler Head.

Overspray: Irrigation water which is delivered beyond the target area.

Parkway: The area between a sidewalk and the curb or traffic lane. It may be planted or unplanted and with or without pedestrian egress

Pervious: Any surface or material that allows the passage of water through the material and into the underlying soil.

Plant Factor: A factor that, when multiplied by reference ETo, estimates the amount of water needed by plants. Plant Factors in these Rules and Regulations are derived from the publication "Water Use Classification of Landscape Species" (WUCOLS). Plant Factors may also be obtained from horticultural researchers from academic institutions or professional associations as approved by the California Department of Water Resources.

Project Applicant: The individual or entity submitting a Landscape Documentation Package required under Section 23.F to request a Permit, plan check, or design review from the local agency. A Project Applicant may be the property Owner or their designee.

Rain Sensor: A device which automatically shuts off the irrigation system when it rains.

Recreational Areas: Areas excluding private, single family residential areas, designated for active play, recreation, or public assembly in parks, sports fields, school yards, picnic grounds, amphitheaters or golf course tees, fairways, roughs surrounds and greens.

Reference Evapotranspiration (ETo): A standard measurement of environmental parameters, which affect the water use of plants. ETo is given in inches per day, month, or year as represented Appendix A and is an estimate of the ETo of a large field of four to seven inch (4-7") tall, cool-season grass that is well watered. Reference ETo is the MAWA so that regional differences in climate can be accommodated.

Regional Water Efficient Landscape Ordinance: A local Ordinance adopted by two or more local agencies, water suppliers and other stakeholders for implementing a consistent set of landscape provisions throughout a geographical region. Regional ordinances are strongly encouraged to provide a consistent framework for the landscape industry and Project Applicants to adhere to.

Rehabilitated Landscape: Any re-landscaping project that requires a Permit, plan check or design review, meets the requirements of Section 23.B. and the modified Landscape Area is equal to or greater than 2,500 square feet..

Residential Landscape: Landscapes surrounding single family homes or multifamily homes where landscapes are managed by individual homeowners.

Soil Moisture Sensor: A device that measures the amount of water in the soil. The device may also initiate or suspend irrigation.

Soil Texture: The classification of soil based on the percentage of sand, silt, and clay in the soil.

Special Landscape Area (SLA): An area of the landscape dedicated solely to edible plants, Recreational Areas, areas irrigated with Recycled Water and, Water Features using Recycled Water.

Static Water Pressure: The pipeline or municipal water supply pressure when water is not flowing.

Station: An area served by one Irrigation Valve or by a set of Irrigation Valves that operate simultaneously.

Stormwater: Rainfall Runoff, snow melt Runoff, surface Runoff, drainage from natural sources; excludes infiltration.

Very Low Water Use Plant: Any species classified as "very low" water use by WUCOLS having a regionally adjusted Plant Factor of <0.1 shall be categorically deemed a Very Low Water Use Plant.

WUCOLS: The Water Use Classification of Landscape Species published by the University of California Cooperative Extension and the Department of Water Resources, 2014 available at:

https://ccuh.ucdavis.edu/wucols

23.D COMPLIANCE WITH LANDSCAPE DOCUMENTATION PACKAGE

1. All Landscape Projects identified in Santa Clara City Code Section 18.88, Landscaping Permit, shall include a completed Landscape Documentation Package. Permit Fee is required when submitting a Permit. Prior to construction, the Community Development Planning Department shall:

   (a) provide the Project Applicant with the Landscape Project Package requirements and procedures for Permits, plan checks of design reviews;

(b) review the Landscape Documentation Package submitted by the Project Applicant;

(c) approve or deny the Landscape Documentation Package ;

(d) issue a Permit or approve the plan check or design review that complies with the approved Landscape Documentation Package and;

(e) upon approval of the Landscape Documentation Package, submit a copy of the Water Efficient Landscape Worksheet to Water and Sewer Utilities.

2. Prior to construction, the Project Applicant shall:

(a) submit all portions of the Landscape Documentation Package to the Community Development Department;

(b) pay the Landscape Project review fee as required by the schedule of fees established by resolution of the City Council.

3. Upon approval of the Landscape Documentation Package by the Community Development Department, the Project Applicant shall:

(a) receive a Permit of approval of the plan check or design review and record the date of the Permit in the Certificate of Completion.

(b) submit a copy of the approved Landscape Documentation Package along with the Record Drawings, and any other information to the property Owner or their designee; and

(c) submit a copy of the Water Efficient Landscape Worksheet to Water & Sewer Utilities.

23.E PENALTIES

Non-compliance with any applicable provision of the Water Service and Use Rules and Regulations shall constitute a violation of the City Code and shall be subject to enforcement action and/or Permit revocation.

23.F COMPONENTS OF THE LANDSCAPE DOCUMENTATION PACKAGE

1. The Landscape Documentation Package shall contain the following six (6) items.

(a) Project information:

(i) date

(ii) Project Applicant

(iii) project address (if available, parcel and/or lot number(s))

(iv) total Landscape Area (square feet)

(v) project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed) water supply type (e.g., potable, recycled, well) and the City as the Local Retail Water Purveyor if the Project Applicant is not served by a private well

(vi) checklist of all documents in Landscape Documentation Package (Appendix E)

(vii) project contacts including contact information for the Project Applicant and property Owner

(viii) Project Applicant signature and date with statement, "I agree to comply with the requirements of the water efficient landscape ordinance and submit a complete Landscape Documentation Package."

(b) Water Efficient Landscape Worksheet

(i) Hydrozone information table

(ii) water budget calculations

(1) Maximum Applied Water Allowance (MAWA)

(2) Estimated Total Water Use (ETWU)

(c) Soil Management Report (Section 23.H);

(d) Landscape Design Plan (Section 23.I);

(e) Irrigation Design Plan (Section 23.J); and

(f) Grading Design Plan

23.G WATER EFFICIENT LANDSCAPE WORKSHEET

1. A Project Applicant shall complete the Water Efficient Landscape Worksheet in Appendix B which contains information on the Plant Factor, irrigation method, IE, and area associated with each Hydrozone. Calculations are then made to show that the ETAF for the Landscape Project does not exceed a factor of 0.55 for residential areas and 0.45 for non-residential areas, exclusive of Special Landscape Areas. The ETAF for a Landscape Project is based on the Plant Factors and irrigation methods selected. The MAWA is calculated based on the maximum ETAF allowed (0.55 for residential areas and 0.45 for non-residential areas) and expressed as annual gallons required. The ETWU is calculated based on the plants used and irrigation method selected for the landscape design. ETWU must be below the MAWA.

   (a) In calculating the MAWA and ETWU, a Project Applicant shall use the ETo values from the Reference ETo Table in Appendix A.

2. Water budget calculations shall adhere to the following requirements:

   (a) The Plant Factor shall be from WUCOLS or from horticultural researchers with academic institutions or professional associations as approved by the California Department of Water Resources (DWR).

   (b) All Water Features shall be included in the high water use Hydrozone and temporarily irrigated areas shall be included in the low water use Hydrozone.

   (c) All Special Landscape Areas shall be identified and their water use calculated as shown in Appendix B.

   (d) ETAF for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0.

23.H SOIL MANGEMENT REPORT

1. In order to reduce Runoff and encourage healthy plant growth, a soil management report shall be completed by the Project Applicant, or their designee, as follows:
   (a) Soil samples shall be submitted to a laboratory for analysis and recommendations.
      (i) Sampling shall be conducted in accordance with laboratory protocol, including protocols regarding adequate sampling depth for the intended plants.
      (ii) A soil analysis report shall include:
         (1) Soil Texture
         (2) Infiltration Rate determined by laboratory test or Soil Texture Infiltration Rate table
         (3) pH
         (4) total soluble salts
         (5) sodium
         (6) percent organic matter
         (7) recommendations.
      (iii) In projects with multiple landscape installations (i.e. production home Developments) a soil sampling rate of 1 in 7 lots or approximately 15% will satisfy this requirement. Large Landscape Projects shall sample at a rate equivalent to 1 in 7 lots.
2. The Project Applicant or their designee shall comply with one of the following:
   (a) If significant mass grading is not planned, the soil analysis report shall be submitted to the local agency as part of the Landscape Documentation Package; or
   (b) If significant mass grading is planned, the soil analysis report shall be submitted to the Community Development Building Department as part of the Certificate of Completion.
3. The soil analysis report shall be made available, in a timely manner, to the professionals preparing the landscape design plans and irrigation design plans to make any necessary adjustments to the design plans.
4. The Project Applicant, or their designee, shall submit documentation verifying implementation of soil analysis report recommendations to the Community Development Building Department with the Certificate of Completion.

23.I LANDSCAPE DESIGN PLAN

1. A Landscape Project shall be designed to achieve water efficiency consistent with the intent of these Rules and Regulations. A landscape design plan meeting the following design criteria shall be submitted as part of the Landscape Documentation Package.

   (a) Plant Material:

   (i) 100% of the plants in non-Turf Landscape Areas shall be very low, low or moderate water using plants, or Native Plants, unless the Project Applicant develops a water budget and the ETWU of the landscaped area does not exceed the MAWA. Methods to achieve water efficiency shall include one or more of the following:

   1. protection and preservation of native species and natural vegetation;

   2. selection of water-conserving plant, tree and Turf species, especially local Native Plants;

   3. selection of plants based on local climate suitability, disease, and pest resistance;

   4. selection of trees based on applicable local tree ordinances or tree shading guidelines; size at maturity as appropriate for the planting area;

   5. selection of plants from local and regional landscape program lists;

   6. and selection of plants from local Fuel Modification Plan Guidelines.

   (ii) Plants with similar water needs shall be grouped within Hydrozones with the exception of Hydrozones with plants of mixed water use, as specified in Section 23.J.1(b)(iv).

   (iii) Plants shall be chosen and arranged appropriately based upon the site's climate, soil characteristics, sun exposure, wildfire susceptibility and topographical conditions Methods to achieve water efficiency shall include one or more of the following:

   1. use the Sunset Western Climate Zone System which takes into account temperature, humidity, elevation, terrain, latitude, and varying degrees of continental and marine influence on local climate;

   2. recognize the horticultural attributes of plants to minimize damage to property or infrastructure, allow for adequate soil volume for healthy root growth; and

   3. consider the solar orientation for plant placement to maximize summer share and winter solar gain.

   (iv) Turf shall not:

1. be planted in Non-Residential Landscapes unless it is Functional Turf. Non-Functional Turf (Decorative Grass) is prohibited in non-residential and multifamily Landscape Projects.

2. be planted on slopes greater than 25% where the toe of the slope is adjacent to an impermeable Hardscape and where 25% means one foot (1') of vertical elevation change for every four feet (4') of horizontal length (rise divided by run x 100 = slope percent)

3. have any portions less than eight feet wide.

4. exceed 25% of the Landscape Area, or 1,250 square feet, whichever is lesser in area.

(v) High Water Use Plants are prohibited.

(vi) Fire-prone plant materials and highly flammable Mulches are strongly discouraged. In designated wildland urban interface areas, plants shall be selected, arranged and maintained to provide defensible space for wildfire protection per Public Resources Code Section 4291 (a) and (b).

(vii) Installation of Invasive Plants such as those listed by the California Invasive Plant Council is prohibited.

1. Existing Invasive Plants and Noxious Weeds within or adjacent to the proposed Landscape Area shall be removed prior to installation, to minimize potential for spread into installation area.

(viii) The architectural guidelines, conditions, covenants or restrictions of a Common Interest Development shall not supersede this division. For example, a Common Interest Development may not prohibit Low Water Use Plants, or include conditions that have the effect of restricting the use of Low Water Use Plants.

(b) Water Features:

(i) Recirculating water systems shall be used for Water Features.

(ii) Where available, Recycled Water shall be used for decorative Water Features.

(iii) The surface area of any Water Feature shall be included in the high water use Hydrozone area of the water budget calculation

(iv) Swimming Pool and spa covers are required on any newly constructed Swimming Pool or spa.

(c) Soil Preparation, Mulch and Amendments:

(i) Prior to planting of any materials, compacted soils shall be transformed to a Friable condition. On engineered slopes, only amended planting holes need meet this requirement.

(ii) Soil amendments shall be appropriately added according to the soil conditions at the project site and based on what is appropriate for the selected plants per Section 23.H.

(iii) For landscape installations, Compost at a rate of at least four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six inches (6”) into the soil. Soils with greater than 6% organic matter in the top six inches (6”) of soil are exempt from adding Compost and tilling.

(iv) A minimum three-inch (3”) layer of Mulch shall be applied on all exposed soil surfaces of planting areas, except in areas of Turf, creeping or rooting groundcovers or direct seeding application (e.g. hydro-seed). To provide habitat to beneficial insects and wildlife, up to 5% of the Landscape Area may be left without Mulch. Designated insect habitat must be included in the landscape design plan as such.

(v) Stabilizing Mulching products shall be used on slopes that meet current engineering Standards.

(vi) The Mulching portion of the seed/Mulch slurry in hydro-seeded applications shall meet the Mulching requirement.

(vii) Organic Mulch materials made from recycled or post-consumer shall take precedence over inorganic materials or virgin forest products unless recycled or post-consumer material is not locally available. Organic Mulches are not required where prohibited by local Fuel Modification Plan Guidelines or other applicable local ordinance.

2. The landscape design plan, at a minimum, shall:

(a) Delineate and label each Hydrozone by number to each Irrigation Valve per Appendix B Section A.

(b) Identify each Hydrozone as low water, moderate water, high water, or mixed (low/moderate) water use. Temporarily irrigated areas of the landscape shall be included in the low water use Hydrozone for the water budget calculations;

(c) Identify Recreational Areas;

(d) Identify areas permanently dedicated to edible plants;

(e) Identify areas irrigated with Recycled Water;

(f) Identify types of Mulch and application depth;

(g) Identify soil amendments, type and quantity;

(h) Identify type and surface area of Water Features;

(i) Identify Hardscapes (Pervious and Impervious)

(j) Identify location, installation details and 24-hour retention or infiltration capacity of any applicable Stormwater Best Management Practices that encourage onsite retention and infiltration of Stormwater. Project Applicants shall refer to the City's National Pollutant Discharge Elimination System (NPDES) Stormwater discharge Permit requirements and the Water Quality Control Board for additional applicable Stormwater technical requirements.

(k) Identify any applicable rain harvesting or catchment technologies as discussed in Section 23.S and their 24-hour retention or infiltration capacity;

(l) Identify any applicable Graywater discharge piping, system components and areas of distribution;

(m) Contain the following statement: “I have complied with the criteria of the Potable and Recycled Water System Rules and Regulations for the Water Efficient Landscape Ordinance and applied them for the efficient use of water in the landscape design plan.” and;

(n) Bear the signature of a licensed Landscape Architect, licensed Landscape Contractor, or any other person authorized by the State of California to design a landscape. (See sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the Business and Professions Code, Section 832.27 of Title 16 of the California Code of Regulations, and Section 6721 of the Food and Agriculture Code.)

23.J IRRIGATION DESIGN PLAN

1. This section applies to landscaped areas requiring permanent irrigation, not areas that require temporary irrigation solely for the plant Establishment Period. For the efficient use of water, an irrigation system shall meet all of the requirements listed in this section and the manufacturers’ recommendations. The irrigation system and its related components shall be planned and designed to allow for proper installation, management and maintenance. An irrigation design plan meeting the following design criteria shall be submitted as part of the Landscape Documentation Package.

(a) System:

(i) Landscape Water Meters either a dedicated Water Service meter or private Submeter, shall be installed at all non-residential irrigated landscapes of 1,000 square feet but not more than 5,000 square feet (the level at which Water Code 535 applies) and residential irrigation landscapes of 5,000 square feet or larger. A Landscape Water Meter may be either:

(1) a Customer service meter dedicated to landscape use provided by the City; or

(2) a privately owned meter or Submeter.

(ii) Automatic Irrigation Controllers utilizing either evapotranspiration or Soil Moisture Sensor data using non-volatile memory shall be required for irrigation scheduling are required in all irrigation systems.

(iii) If the water pressure is below or exceeds the recommended pressure of the specified irrigation devices, the installation of a pressure regulating device is required to ensure that the dynamic pressure at each emission device is within the manufacturer’s recommended pressure range for optimal performance.

(1) If the static pressure is above or below the required dynamic pressure of the irrigation system, pressure-regulating devices such as inline pressure regulators, booster pumps, or other devices shall be installed to meet the required dynamic pressure of the irrigation system.

(2) Static Water Pressure, dynamic or Operating Pressure, and flow reading of the water supply shall be measured at the point of connection. These pressure and flow measurements shall be conducted at the design stage. If the measurements are not available at the design stage, the measurements shall be conducted at installation.

(iv) Sensors (rain, freeze, wind, etc.), either integral or auxiliary, that suspend or alter irrigation operation during unfavorable weather conditions shall be required on all irrigation systems.

(v) Manual shutoff valves (such as a gate valve, ball valve or butterfly valve) shall be required as close as possible to the point of connection of the water supply, to minimize water loss in case of an emergency or routine repair.

(vi) Backflow Prevention Devices shall be required to protect the water supply from contamination by the irrigation system. A Project Applicant shall refer to the applicable local agency code (i.e., public health) for additional Backflow prevention requirements.

(vii) Flow Sensors that detect high flow conditions created by system damage or malfunction are required for Non-Residential Landscapes and Residential Landscapes of 5,000 square feet or larger.

(viii) Master Valves are required for all projects except landscapes that make use of technologies that allow for the individual control of Spray Heads that are individually pressurized in a system equipped with low pressure shutdown features.

(ix) The irrigation system shall be designed to prevent Runoff, low head drainage, Overspray, or other similar conditions where irrigation water flows onto non targeted areas such as adjacent property, non-irrigated areas, Hardscapes, roadways or structures.

(x) Relevant information from the soil management plan, such as soil type and Infiltration Rate, shall be utilized when designing irrigation systems.

(xi) The design of the irrigation system shall conform to the Hydrozones of the landscape design plan.

(xii) The irrigation system must be designed and installed to meet, at a minimum, the IE criteria as described in Section 23.G regarding the Maximum Applied Water Allowance.

(xiii) All irrigation emission devices must meet the requirements set in the ANSI standard, ASABE/ICC 802-2014. “Landscape Irrigation Sprinkler and Emitter Standard,” All Sprinkler Heads installed in the landscape must document a Distribution Uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.

(xiv) It is the Project Applicant’s responsibility to inquire with the City about peak water operating demands (on the water supply system) and water restrictions that may impact the effectiveness of the irrigation system.

(xv) In Mulched planting areas, the use of Low Volume Irrigation is required to maximize water infiltration into the root zone.

(xvi) Sprinkler Heads and other emission devices shall have matched precipitation rates, unless otherwise directed by the manufacturer's recommendations.

(xvii) Head to head coverage is recommended. However, sprinkler spacing shall be designed to achieve the highest possible Distribution Uniformity using the manufacturer's recommendations.

(xviii) Swing joints or other riser-protection components are required on all risers subject to damage that are adjacent to Hardscapes or in high traffic areas of Turf.

(xix) Check Valves or Anti-Drain Valves are required on all Sprinkler Heads where low point drainage could occur.

(xx) Areas less than ten feet (10’) in width in any direction shall be irrigated with subsurface irrigation or other means that produces no Runoff or Overspray.

(xxi) Overhead Spray Irrigation shall not be permitted within 24 inches (24”) of any non-permeable surface. Allowable irrigation within the setback from non-permeable surfaces may include drip, drip line, or other low flow non-spray technology. The setback area may be planted or unplanted. The surfacing of the setback may be Mulch, gravel, or other porous material. These restrictions may be modified if:

1. the Landscape Area is adjacent to permeable surfacing and no Runoff occurs; or

2. the adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping; or

3. the irrigation designer specifies an alternative design or technology as part of the Landscape Documentation Package and clearly demonstrates strict adherence to irrigation system design criteria in Section 23.J.1(a)(xii). Prevention of Overspray and Runoff must be confirmed during the Irrigation Audit.

(xxii) Slopes greater than 25% shall not be irrigated with an irrigation system with a application rate exceeding 0.75 inches (0.75”) per hour. This restriction may be modified if the landscape designer specifies an alternative design or technology, as part of the Landscape Documentation Package, and clearly demonstrates no Runoff or erosion will occur. Prevention of Runoff and erosion must be confirmed during the Irrigation Audit.

(b) Hydrozones:

(i) Each Irrigation Valve shall irrigate a Hydrozone with similar site, slope, sun exposure, soil conditions and plant materials with similar water use.

(ii) Spray Heads and other emission devices shall be selected based on what is appropriate for the plant type within that Hydrozone.

(iii) Where feasible, trees shall be placed on separate Irrigation Valves from shrubs, groundcovers, and other plant types. The mature size and extent of the root zone shall be considered when designing irrigation systems for the tree.

(iv) Within a Hydrozone, Low and Moderate Water Use Plants may be mixed, but all plants within that Hydrozone shall be classified as Moderate Water Use Plants for MAWA calculations.

(v) High Water Use Plants are prohibited and shall not be mixed with Low or Moderate Water Use Plants.

(vi) On the landscape design plan and irrigation design plan, Hydrozone areas shall be designated by number letter or other designation. On the irrigation design plan, designate the areas irrigated by each Irrigation Valve and assign a number to each; use this number in the Hydrozone Information Table (see Appendix B Section A). This table can also assist with the Irrigation Audit and programming the controller.

2. The irrigation design plan, at a minimum, shall contain:

(a) Location and size of separate water meters for landscape;

(b) Location, type and size of all components of the irrigation system, including controllers, Main and Lateral Lines, Irrigation Valves, Sprinkler Heads, Soil Moisture Sensors, rain switches, quick couplers, pressure regulators, and Backflow Prevention Devices;

(c) Static Water Pressure at the point of connection to the public water supply;

(d) Flow Rate (gallons per minute), application rate (inches per hour), and design Operating Pressure for each Station;

(e) Recycled Water irrigation systems as specified in Section 23.Q.

(f) The following statement: “I have complied with the criteria of the Water Service and Use Rules and Regulations for Water Conservation in Landscaping and applied them accordingly for the efficient use of water in the irrigation design plan.”

(g) The signature of a licensed Landscape Architect, Certified Irrigation Designer, licensed Landscape Contractor, or any other person authorized by the State of California to design an irrigation system. (See Sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the Business and Professions Code, Section 832.27 of Title 16 of the California Code of Regulations, and Section 6721 of the Food and Agricultural Code.)

23.K GRADING DESIGN PLAN

1. For the efficient use of water, grading of a project site shall be designed to minimize soil erosion, Runoff and water waste. A grading plan shall be submitted as part of the Landscape Documentation Package. A comprehensive grading plan prepared by a civil engineer for other City Permits satisfies this requirement.
   - (a) The Project Applicant shall submit a landscape grading plan that indicates finished configurations and elevations of the Landscape Area including:
     - (i) height of graded slopes;
     - (ii) drainage patterns;
     - (iii) pad elevations;
     - (iv) finish grade; and
     - (v) Stormwater retention improvements, if applicable.
   - (b) To prevent excessive erosion and Runoff, it is highly recommended that Project Applicants:
     - (i) grade so that all irrigation and normal rainfall remains within property lines and does not drain onto non-permeable Hardscapes;
     - (ii) avoid disruption of natural drainage patterns and undisturbed soil; and
     - (iii) avoid soil compaction in Landscape Areas.
   - (c) Grading shall meet all applicable requirements of the City. A geotechnical engineer shall be consulted prior to the installation of landscaping materials and irrigation hardware on slopes greater than 50%, or in any areas where slope stability may be compromised.
   - (d) Proposed grading. For earthwork exceeding 150 cubic yards, or for cuts or fills exceeding five vertical feet, a grading Permit is required.
   - (e) The grading design plan shall contain the following statement: “I have complied with the criteria of the ordinance and applied them accordingly for the efficient use

23.L CERTIFICATE OF COMPLETION

1. The Certificate of Completion (see Appendix C for sample certificate) shall include the following six (6) elements:
   - (a) Project Information sheet contains:
     - (i) Date
     - (ii) Project name
     - (iii) Project Applicant name, telephone, and mailing address;
     - (iv) Project address and location; and
     - (v) Property Owner name, telephone, and mailing address;

(b) Certification by either the signer of the landscape design plan, the signer of the irrigation design plan, or the licensed Landscape Contractor that the Landscape Project has been installed per the approved Landscape Documentation Package;

(i) Where there have been significant changes made in the field during construction, these “As-Builts” or Record Drawings shell be included with the certification;

(ii) A diagram of the irrigation plan showing Hydrozones shall be kept with the irrigation controller for subsequent management purposes.

(c) Irrigation scheduling parameters used to set the controller (Section 24.M.);

(d) Landscape Irrigation Maintenance Schedule (Section 23.N.);

(e) Irrigation Audit, Survey and Water Use Analysis (Section 23.O.);

(f) Soil analysis report, if not submitted with Landscape Documentation Package, and documentation verifying implementation of soil report recommendations (Section 23.H.).

2. The Project Applicant shall:

(a) Submit the signed Certificate of Completion to the Building Department for review;

(b) Ensure that copies of the approved Certificate of Completion are submitted to Water & Sewer Utilities and property Owner or their designee.

3. The Building Department shall:

(a) Receive the signed Certificate of Completion from the Project Applicant;

(b) Approve or deny the Certificate of Completion. If the Certificate of Completion is denied, the Building Department shall provide information to the Project Applicant regarding reapplication, appeal; or other assistance.

23.M IRRIGATION SCHEDULING

1. For the efficient use of water, all irrigation schedules shall be developed, managed and evaluated to utilize the minimum amount of water required to maintain plant health. Irrigation schedules shall meet the following criteria:

(a) Irrigation scheduling shall be regulated by Automatic Controllers.

(b) Landscape irrigation shall occur between the hours of 6:00 p.m. and 9:00 a.m., unless climatic conditions or unfavorable weather (e.g. high wind, extreme temperature) prevents it or otherwise renders irrigation unnecessary. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.

(c) For implementation of the irrigation schedule, particular attention must be paid to irrigation run times, emission devices, Flow Rate, and current ETo, so that Applied Water meets the Estimated Total Water Use. Total annual Applied Water shall be less than or equal to Maximum Applied Water Allowance (MAWA). Actual irrigation schedules shall be regulated by Automatic Irrigation Controllers using current evapotranspiration data (e.g., CIMIS) or Soil Moisture Sensor data.

(d) Parameters used to set the Automatic Controller shall be developed and submitted for each of the following:

(i) plant Establishment Period;

(ii) Established Landscape; and

(iii) temporarily irrigated areas.

(e) Each irrigation schedule shall consider for each Station all of the following that apply:

(i) irrigation interval;

(ii) irrigation run times;

(iii) number of cycle starts required for each irrigation event to avoid Runoff;

(iv) amount of Applied Water scheduled to be applied on a monthly basis;

(v) application rate setting;

(vi) root depth setting;

(vii) plant type setting;

(viii) soil type;

(ix) slope factor setting;

(x) shade factor setting; and

(xi) irrigation uniformity or efficiency setting.

23.N LANDSCAPE AND IRRIGATION MAINTENANCE

1. Landscapes shall be maintained to ensure successful establishment following installation, and to ensure water use efficiency consistent with these Rules and Regulations. A maintenance schedule shall be established and submitted to the City with the Certificate of Completion. Maintenance contract documentation shall be provided to the City if so requested.

2. Maintenance shall include, but not be limited to the following: routine inspection; auditing, pressure testing, adjustment and repair of the irrigation system; aerating and de-thatching Turf areas; replenishing Mulch; fertilizing; pruning; replanting of failed plants; weeding; pest control; and removing obstructions to emission devices. Operation of the irrigation system outside the normal watering window is allowed for auditing and maintenance.

3. Repair of all irrigation equipment shall be done with the originally installed components or their equivalents or with components with greater efficiency.
4. A Project Applicant is encouraged to implement Established Landscape industry sustainable Best Practices for all landscape maintenance activities.
5. Failed plants shall be replaced with the same or functionally equivalent plants that may be size-adjusted as appropriate for the stage of growth of the overall installation. Failing plants shall either be replaced, or be revived through appropriate adjustments in water, nutrients, pest control or other factors as recommended by a landscaping professional.

23.O IRRIGATION AUDIT, SURVEY AND WATER USE ANALYSIS

1. All landscape Irrigation Audits shall be conducted by a third-party Certified Landscape Irrigation Auditor. Landscape Irrigation Audits shall not be conducted by the person who designed the landscape or installed the landscape. The City shall refer the Landscape Documentation Package to any City department or outside agency whose interests or area of expertise warrants their participation in the review process. Referral agencies may include, but are not limited to, Santa Clara Valley Water District and Santa Clara Fire Department.
2. In large projects or projects with multiple landscape installations (i.e. production home Developments) an auditing rate of 1 in 7 lots or approximately 15% will satisfy this requirement.
3. For New Construction and Rehabilitated Landscape Projects installed after December 1, 2015, as described in Section 23.B:
   (a) The Project Applicant shall submit an Irrigation Audit Report with the Certificate of Completion to Water & Sewer Utilities that shall include, but is not limited to: inspection to confirm that the landscaping and irrigation system were installed as specified in the landscape and irrigation design plan, system tune-up, system test with Distribution Uniformity, reporting Overspray or Runoff that causes overland flow, and preparation of an irrigation schedule, including configuring irrigation controllers with application rate, soil types, Plant Factors, slope, exposure and any other factors necessary for accurate programming;
   (b) The City of Santa Clara shall administer ongoing programs that may include, but not be limited to, Irrigation Water Use Analysis, Irrigation Audits, Irrigation Surveys and water budget calculations to evaluate compliance with the MAWA.

23.P IRRIGATION EFFICIENCY

For the purpose of determining Estimated Total Water Use, average IE is assumed to be 0.75 for Overhead Spray Devices and 0.81 for Drip System devices.

23.Q RECYCLED WATER

1. The installation of Recycled Water irrigation systems shall allow for the current and future use of Recycled Water

2. All Recycled Water irrigation systems shall be designed and operated in accordance with all applicable local and state laws
3. Landscapes using Recycled Water are considered Special Landscape Areas. The ET Adjustment Factor for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0

23.R GRAYWATER SYSTEMS

Graywater systems for onsite landscape irrigation promote the efficient use of water and are required for New Construction and shower or laundry additions or alterations for single-family buildings. All Graywater systems shall conform to the California Plumbing Code (Title 24, Part 5, Chapter 16) and any applicable local ordinance Standards. Refer to Section 23.B.3. for the applicability of this ordinance to Landscape Areas less than 2,500 square feet with the ETWU met entirely by Graywater.

23.S STORMWATER MANAGEMENT AND RAINWATER RETENTION

1. Stormwater management practices minimize Runoff and increase infiltration which recharges groundwater and improves water quality. Stormwater Best Management Practices shall be incorporated as appropriate into the landscape installation, the details of which shall be shown on the landscape design plan. Practices that increase rainwater capture and retention are encouraged.
2. Project Applicants shall refer to the City's National Pollutant Discharge Elimination System (NPDES) Stormwater discharge Permit requirements and the Regional Water Quality Control Board for information on any additional applicable Stormwater technical requirements.
3. All planted Landscape Areas are required to have Friable soil to maximize water retention and infiltration. Refer to Section 23.I.1.(c).
4. In addition to the requirements set forth in the NPDES Permit, and where not already mandated, it is strongly recommended that Landscape Areas be designed for capture and infiltration capacity that is sufficient to prevent Runoff from Impervious surfaces (i.e. roof and paved areas) from either: the one-inch (1”), 24-hour rain event or the 85th percentile, 24-hour rain event, and/or additional capacity as required by any applicable local, regional, state or federal regulation.
5. In addition to the requirements set forth in the NPDES Permit, and where not already mandated, it is strongly recommended that Stormwater projects incorporate one or more of the following elements to improve onsite Stormwater and dry weather Runoff capture and use:
   (a) Grade Impervious surfaces, such as driveways, during construction to drain to vegetated areas.
   (b) Minimize the area of Impervious surfaces such as paved areas, roof and concrete driveways.
   (c) Incorporate Pervious or porous surfaces (e.g., gravel, permeable pavers or blocks, Pervious or porous concrete) that minimize Runoff.
   (d) Direct Runoff from paved surfaces and roof areas into planting beds or landscaped areas to maximize site water capture and reuse.

(e) Incorporate rain gardens, cisterns, and other rain harvesting or catchment systems.

(f) Incorporate infiltration beds, swales, basins and drywells to capture Stormwater and dry weather Runoff and increase percolation into the soil.

(g) Consider constructed wetlands and ponds that retain water, equalize excess flow, and filter pollutants.

23.T PUBLIC EDUCATION

1. Publications: Education is a critical component to promote the efficient use of water in landscapes. The use of appropriate principles of design, installation, management, and maintenance to save water is encouraged.

   (a) The City shall provide information to all Project Applicants regarding the design, installation, management and maintenance of water-efficient landscapes and irrigation systems. This shall include, and is not limited to, promoting the use of Recycled Water and the efficient use of water through water conservation incentive programs offered by the City or the Santa Clara Valley Water District.

2. All model homes that are landscaped shall have signs installed that provide information on the principles of water-efficient landscaping described in these Rules and Regulations:

   (a) Signs shall be used to identify the model as an example of a water efficient landscape featuring elements such as Hydrozones, irrigation equipment, and others that contribute to the overall water efficient theme. Signage shall include information about the site water use as designed per these Rules and Regulations, specify who designed and installed the water efficient landscape, and demonstrate low water use approaches to landscaping such as using Native Plants, Graywater systems, and rainwater catchment systems.

   (b) Information shall be provided about designing, installing, managing, and maintaining water efficient landscapes.

23.U ENVIRONMENTAL REVIEW

The City must comply with the California Environmental Water Quality (CEQA), as appropriate.

23.V IRRIGATION AUDIT, SURVEY AND WATER USE ANALYSIS OF EXISTING LANDSCAPES

1. This section shall apply to all existing landscapes that were installed before December 1, 2015 and are over one acre in size. The City shall be authorized to require audits to evaluate water use on existing landscapes larger than one acre. Such audit may be also be initiated as a coordinated effort between the City and a Local Water Purveyor (e.g., Santa Clara Valley Water District, as part of the Water District's established outdoor water conservation programs).

   (a) For existing landscapes in 23.V.1. that have dedicated irrigation meters, the City shall administer programs that may include, but are not limited to, irrigation water use analyses, Irrigation Surveys, and Irrigation Audits to evaluate water use and provide recommendations as necessary to reduce landscape water use to a level that does not exceed the Maximum Applied Water Allowance for existing landscapes. The maximum Applied Water allowance (MAWA) for existing landscapes shall be calculated as follows: MAWA= (0.8) (ETo) (LA) (0.62)

   (b) For all landscape in Section 23.V.1. that do not have a meter, the City shall administer programs that may include, but are not limited to, Irrigation Surveys and Irrigation Audits to evaluate water use and provide recommendations as necessary in order to prevent water waste.

   (c) Following the findings and recommendations of the Certified Landscape Irrigation Auditor, the City may require adjustments to irrigation usage, irrigation hardware, and/or landscape materials to reduce irrigation water use. Landscape renovation or rehabilitation resulting from such audit activity shall be considered a Landscape Project, and shall be subject to applicable document submittal requirements of Section 23.F. Components of Landscape Documentation Package.

2. All landscape Irrigation Audits must be completed by a Certified Landscape Irrigation Auditor.

23.W WATER WASTE PREVENTION

1. The City shall prevent water waste resulting from inefficient landscape irrigation by prohibiting Runoff from leaving the target landscape due to low head drainage, Overspray, or other similar conditions where water flows onto adjacent property, non-irrigated areas, walks, roadways, parking lots, or structures.

2. Restrictions regarding Overspray and Runoff may be modified if:

   (a) The Landscape Area is adjacent to permeable surfacing and no Runoff occurs; or

   (b) The adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping.

23.X EFFECTIVE PRECIPITATION

1. The City or other local agency may consider EPPT (25% of annual precipitation) in tracking water use and may use the following equation to calculate the MAWA:

Residential: MAWA = (ETo - EPPT) (0.62) [(0.55 x LA) + (0.45 x SLA)]

Non-Residential: MAWA = (ETo - EPPT) (0.62) [(0.45 x LA) + (0.45 x SLA)]

23.Y REPORTING

1. By January 31st of each year, the City shall report on implementation and enforcement of its ordinance to the Department of Water Resources.
2. The City shall address the following:
   - (a) The City has a single agency ordinance, adopted February 9, 2016 and updated November 2024.
   - (b) City reporting will be for the calendar year.
   - (c) The Rules and Regulations are at least as efficient as MWELO and include the following differences: High Water Use Plants are prohibited and Non-Functional Turf (Decorative Grass) is prohibited for non-residential properties.
   - (d) The City of Santa Clara is responsible for implementing the Water Service and Use Rules and Regulations.
   - (e) State number and types of projects subject to the ordinance during the specified reporting period.
   - (f) State the total area (in square feet or acres) subject to the ordinance over the reporting period, if available.
   - (g) Provide the number of new housing starts, new commercial projects, and landscape retrofits during the reporting period.
   - (h) Describe review procedure for projects subject to the ordinance.
   - (i) Describe actions taken to verify compliance. Is a plan check performed; if so, by what entity? Is a site inspection performed; if so, by what entity? Is a post-installation audit required; if so, by whom?
   - (j) Describe enforcement measures.
   - (k) Explain implementation and enforcement challenges.
   - (l) Describe educational and other needs to properly apply the ordinance.

23.Z APPENDICES

APPENDIX A: REFERENCE ETO TABLE

Appendix A - Reference Evapotranspiration (ETo) Table*													
County and City	***Jan***	***Feb***	***Mar***	***Apr***	***May***	***Jun***	***Jul***	***Aug***	***Sep***	***Oct***	***Nov***	***Dec***	***Annual ETo***
SANTA CLARA													
Gilroy	1.3	1.8	3.1	4.1	5.3	5.6	6.1	5.5	4.7	3.4	1.7	1.1	43.6
Los Gatos	1.5	1.8	2.8	3.9	5.0	5.6	6.2	5.5	4.7	3.2	1.7	1.1	42.9
Morgan Hill	1.5	1.8	3.4	4.2	6.3	7.0	7.1	6.0	5.1	3.7	1.9	1.4	49.5
Palo Alto	1.5	1.8	2.8	3.8	5.2	5.3	6.2	5.6	5.0	3.2	1.7	1.0	43.0
San Jose	1.5	1.8	3.1	4.1	5.5	5.8	6.5	5.9	5.2	3.3	1.8	1.0	45.3
* The values in this table were derived from:													
1) California Irrigation Management Information System (CIMIS);													
2) Reference EvapoTranspiration Zones Map, UC Dept. of Land, Air & Water Resources and California Dept of Water Resources 1999; and													
3) Reference Evapotranspiration for California, University of California, Department of Agriculture and Natural Resources (1987) Bulletin 1922;													
4) Determining Daily Reference Evapotranspiration, Cooperative Extension UC Division of Agriculture and Natural Resources (1987), Publication Leaflet 21426													

WATER EFFICIENT LANDSCAPE ORDINANCE (Continued)

APPENDIX B: WATER EFFICIENT LANDSCAPE WORKSHEET

This worksheet is filled out by the Project Applicant and it is a required element of the Landscape Documentation Package.

Reference Evapotranspiration (ETo) _____

Hydrozone # /Planting Description[a]	Plant Factor (PF)	Irrigation Method[b]	Irrigation Efficiency (IE)[c]	ETAF (PF/IE)	Landscape Area (sq, ft,)	ETAF x Area	Estimated Total Water Use (ETWU)[e]
Regular Landscape Areas							
				Totals	(A)	(B)	
Special Landscape Areas							
				1			
				1			
				1			
				Totals	(C)	(D)	
			ETWU Total				
			Maximum Allowed Water Allowance (MAWA)[e]				

[a]Hydrozone #/Planting Description
E.g
1.) front lawn
2.) low water use plantings
3.) medium water use planting

[b]Irrigation Method
overhead spray or drip

[c]Irrigation Efficiency
0.75 for spray head
0.81 for drip

***[d]ETWU* (Annual Gallons Required) =**
Eto x 0.62 x ETAF x Area
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year.

[e]MAWA (Annual Gallons Allowed) = (*Eto) (0.62) [(ETAF x LA) + ((1-ETAF) x SLA)]*
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year, LA is the total landscape area in square feet, SLA is the total Special Landscape Area in square feet, and ETAF is .55 for residential areas and 0.45 for non-residential areas.

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	(B)
Total Area	(A)
Average ETAF	**B ÷ A**

All Landscape Areas

Total ETAF x Area	(B+D)
Total Area	(A+C)
Sitewide ETAF	**(B+D) ÷ (A+C)**

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

APPENDIX C: CERTIFICATE OF COMPLETION

CITY OF SANTA CLARA
CERTIFICATE OF COMPLETION & INSTALLATION

SUBMIT TO THE COMMUNITY DEVELOPMENT DEPARTMENT UPON COMPLETION OF THE LANDSCAPE PROJECT:
1500 WARBURTON AVENUE, SANTA CLARA, CA 95050

PROJECT INFORMATION		
Name	Date	
Site Address	Parcel, tract or lot number:	
City	State	Zip Code

APPLICANT INFORMATION		
Name	Tel.	
Title	Email	
Company	Street Address	
City	State	Zip Code

PROPERTY OWNER or their DESIGNEE (if different from Project Applicant)		
Name	Tel.	
Title	Email	
Company	Street Address	
City	State	Zip Code
"I/we certify that I/we have received copies of all the documents within the Landscape Documentation Package and the Certificate of Completion andthat it is our responsibility to see that the project is maintained in accordance with the Landscape and Irrigation Maintenance Schedule."		
Signature		Date

DOCUMENT(S)	**DATE**
Landscape Documentation Package submitted to Community Development Department	
Landscape Documentation Package approved by Community Development Department	
Water Efficient Landscape Worksheet submitted to Water & Sewer Utilities	

CERTIFICATION OF INSTALLATION ACCORDING TO THE LANDSCAPE DOCUMENTATION PACKAGE		
"I/we certify that based upon periodic site observations, the work has been completed in accordance with the ordinance and that the landscapeplanting and irrigation installation conform with the criteria and specifications of the approved Landscape Documentation Package."		
Signature*		Date
*Signer of the landscape design plan, signer of the irrigation plan, or a licensed Landscape Contractor.		
Name	Tel.	
Title	Email Address	
License Number or Certification Number		
Company	Street Address	
City	State	Zip Code

REQUIRED ATTACHMENTS	
IRRIGATION SCHEDULING	Per Rules and Regulations Section 23.M.
LANDSCAPE & IRRIGATION MAINTENANCE SCHEDULE	Per Rules and Regulations Section 23.N.
LANDSCAPE IRRIGATION AUDIT REPORT	Per Rules and Regulations Section 23.O.
SOIL MANAGEMENT REPORT (if not submitted with the Landscape Documentation Package)	Attach verification that the recommendations from the Soil Analysis Report were implemented, per Rules and Regulations Section 23.I.

APPENDIX D: PRESCRIPTIVE COMPLIANCE OPTION

(a) This appendix contains prescriptive requirements which may be used as a compliance option to the Model Water Efficient Landscape Ordinance.

(b) Compliance with the following items is mandatory and must be documented on a landscape plan in order to use the prescriptive compliance option:

(1) Submit a Landscape Documentation Package which includes the following elements:

(A) date

(B) Project Applicant

(C) project address (if available, parcel and/or lot number(s))

(D) total Landscape Area (square feet), including a breakdown of Turf and plant material

(E) project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed)

(F) water supply type (e.g., potable, recycled, well) and identify the Local Retail Water Purveyor if the Project Applicant is not served by a private well

(G) contact information for the Project Applicant and property Owner

(H) Project Applicant signature and date with statement, “I agree to comply with the requirements of the prescriptive compliance option to the MWELO”.

(2) Incorporate Compost at a rate of at least four cubic yards per 1,000 square feet to a depth of six inches (6”) into Landscape Area (unless contra-indicated by a soil test);

(3) Plant material shall comply with all of the following;

(A) For residential areas, install climate adapted plants that require occasional, little or no summer water (average WUCOLS Plant Factor 0.3) for 75% of the plant area excluding edibles and areas using Recycled Water; For non-residential areas, install climate adapted plants that require occasional, little or no summer water (average WUCOLS Plant Factor 0.3) for 100% of the plant area excluding edibles and areas using Recycled Water;

(B) A minimum three-inch (3″) layer of Mulch shall be applied on all exposed soil surfaces of planting areas except in Turf areas, creeping or rooting groundcovers, or direct seeding applications where Mulch is contraindicated.

(4) Turf shall comply with all of the following:

(A) Turf shall not exceed 25% of the Landscape Area in residential areas, and there shall be no Turf in non-residential areas;

(B) Turf shall not be planted on sloped areas which exceed a slope of one-foot (1’) vertical elevation change for every four feet (4’) of horizontal length;

(C) Turf is prohibited in Parkways less than ten feet (10') wide, unless the Parkway is adjacent to a parking strip and used to enter and exit vehicles. Any Turf in Parkways must be irrigated by sub-surface irrigation or by other technology that creates no Overspray or Runoff.

(5) Irrigation systems shall comply with the following:

(A) Automatic Irrigation Controllers are required and must use evapotranspiration or Soil Moisture Sensor data and utilize a Rain Sensor.

(B) Irrigation controllers shall be of a type which does not lose programming data in the event the primary power source is interrupted.

(C) Pressure regulators shall be installed on the irrigation system to ensure the dynamic pressure of the system is within the manufacturers recommended pressure range.

(D) Manual shutoff valves (such as a gate valve, ball valve, or butterfly valve) shall be installed as close as possible to the point of connection of the water supply.

(E) All irrigation emission devices must meet the requirements set in the ANSI standard, ASABE/ICC 802-2014. "Landscape Irrigation Sprinkler and Emitter Standard," All Sprinkler Heads installed in the landscape must document a Distribution Uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.

(F) Areas less than ten feet (10') in width in any direction shall be irrigated with subsurface irrigation or other means that produces no Runoff or Overspray.

(6) For non-residential projects with Landscape Areas of 1,000 sq. ft. or more, a private Submeter(s) to measure landscape water use shall be installed.

(c) At the time of final inspection, the Project Applicant must provide the Owner of the property with a Certificate of Completion with certification of installation, irrigation schedule and a schedule of landscape and irrigation maintenance.

City of Santa Clara

The Center of What's Possible

Water Efficient Landscape Ordinance (WELO) Landscape Documentation Package Checklist

The following six Landscape Documentation Package components are required by California Code of Regulations, Title 23, Division 2, Chapter 2.7 Model Water Efficient Landscape Ordinance and by the City of Santa Clara Water Service and Use Rules and Regulations.

☐ **1. REQUIRED PROJECT INFORMATION:**

Date		
Project Applicant		
Address & Parcel/Lot #		
Landscape Area		square feet
Project Type	☐New ☐Rehabilitated ☐Public ☐Private ☐Cemetery ☐Homeowner installed	
Water Supply Type	☐Potable ☐Recycled ☐Well	
Water Purveyor	☐City of Santa Clara ☐Valley Water (private well)	
Landscape Documentation Package Checklist		
Contact:	Email	Telephone
Project Applicant		
Property Owner		
Project Applicant Signature Date:	"I agree to comply with the requirements of the water efficient landscape ordinance and submit a complete Landscape Documentation Package."	

Attach the following to this Landscape Documentation Package checklist:

☐ **2. WATER EFFICIENT LANDSCAPE WORKSHEET**

☐ **3. SOIL MANAGEMENT REPORT** (if significant mass grading is not planned)

☐ **4. LANDSCAPE DESIGN PLAN**

☐ **5. IRRIGATION DESIGN PLAN**

☐ **6. GRADING DESIGN PLAN**

24-1111 Agenda Date: 11/19/2024

REPORT TO COUNCIL

SUBJECT
Action to Adopt a Resolution of Local Support and Findings for the City's Application for Transit-Oriented Communities Implementation Grants

COUNCIL PILLAR
Deliver and Enhance High Quality Services and Infrastructure

DISCUSSION
Metropolitan Transportation Commission (MTC) is releasing approximately $20 million for local planning and policy development related to MTC's Regional Transit-Oriented Communities (TOC) Policy. (Attachment 1)

The TOC Policy supports the region's transit investments by creating communities around transit stations and along transit corridors that not only enable transit ridership, but also are places where Bay Area residents of all abilities, income levels, and racial and ethnic backgrounds can live, work and access services.

There are four components within the TOC Policy to help achieve these goals:

- Increasing residential and commercial densities around station areas;
- Adopting housing policies from related to housing production, preservation and protection (also known as the three P's);
- Adjusting minimum and maximum parking ratios as well as transportation demand management policies; and
- Planning for station access that includes active transportation uses and mobility hub infrastructure.

MTC is providing grants to fund technical assistance and staff time to create and implement policies that will help jurisdictions to comply with each policy area.

The City is applying for technical assistance grants relating to all four components of the TOC Policy. Applications for technical assistance grants are due November 22, 2024.

As a part of the grant application process, MTC is requesting a resolution of local support from the City Council, including certain findings and representations. At their November 6 meeting, the Planning Commission recommended that the City Council adopt the resolution.

Key findings and representations in the Resolution include:

1. Potential City commitment of matching funds dependent of the grant requirements
2. Acknowledgement that any awarded funding is fixed at the approved amount and any cost increases in the project must be funded otherwise
3. Commitment to comply with any grant funding deadlines
4. Project will comply with grant application and MTC guidelines

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

This action does not have a cost to the City, except for associated staff time in preparation of the agenda materials.

COORDINATION

This report has been coordinated with the City Attorney’s Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Adopt a Resolution of Local Support for the City’s application for technical assistance grants related to Association of Bay Area Government’s Transit-Oriented Communities Policy; and
2. Authorize the City Manager to execute all documents related to applying for and accepting the technical assistance grants.

Reviewed by: Reena Brilliot, Acting Director, Community Development Department
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Transit-Oriented Communities Policy
2. Resolution of Local Support

METROPOLITAN TRANSPORTATION COMMISSION

MTC Administrative Guidance: Transit-Oriented Communities Policy

Guidance for Public Agency Staff Implementing Metropolitan Transportation Commission Resolution 4530

September 2024

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I. Background and Purpose

This document provides guidance to local jurisdictions on how to demonstrate compliance with MTC's Transit-Oriented Communities (TOC) Policy (MTC Resolution 4530), adopted in September 2022 and revised in October 2023. The TOC Policy seeks to support the region's transit investments by ensuring communities around transit stations and along transit corridors are places that not only support transit ridership, but are places where Bay Area residents of all abilities, income levels, and racial and ethnic backgrounds can live, work, and access services, such as education, childcare, and healthcare. The TOC Policy is rooted in Plan Bay Area 2050 (PBA 2050), the region's Long Range Transportation Plan/Sustainable Communities Strategy, and addresses all four elements of the Plan—transportation, housing, the economy, and the environment. Compliance with the TOC Policy is voluntary for jurisdictions that want to advance the goals of PBA 2050 or to be eligible and/or competitive for some MTC discretionary funding.

Four goals guide the TOC Policy and advance PBA 2050 implementation:

- Increase the overall housing supply in part by increasing the density for new residential projects. Prioritize affordable housing in transit-rich areas.
- In areas near regional transit hubs, increase density for new commercial office development.
- Prioritize bus transit, active transportation, and shared mobility within and to/from transit-rich areas, particularly to Equity Priority Communities located more than ½ mile from transit stops or stations.
- Support and build partnerships to create equitable transit-oriented communities within the San Francisco Bay Area.

Future One Bay Area Grant (OBAG) funding cycles (i.e., OBAG 4 and subsequent funding cycles) will consider funding revisions that prioritize investments in transit station areas that are subject to and compliant with the TOC Policy. With MTC Commission approval, MTC may consider compliance with the TOC Policy to evaluate applications for additional discretionary funding sources.

II. TOC Policy Requirements

The TOC policy requirements consist of the following four elements:

1. Minimum residential and commercial office densities for new development.
2. Affordable housing production, preservation and protection, and stabilizing businesses to prevent displacement.
3. Parking management.
4. Transit station access and circulation.

The specific requirements for each topic area are described in more detail below. Jurisdictions will be evaluated for compliance with all requirements in each of the four topic areas for each TOC area[1] within the jurisdiction that is subject to the TOC Policy. For all topic areas, a jurisdiction may use an existing adopted policy or plan to meet the requirements or, as needed, may adopt new policies/standards by the deadline for compliance with the TOC Policy (see section ***V. Documentation Submittal and Review***, below, for more details). Where applicable, a jurisdiction may rely on jurisdiction-wide policies to demonstrate compliance for a TOC area.

III. Policy Applicability

Types of Transit

The TOC Policy applies to areas within ½ mile of the following types of existing and planned fixed-guideway transit[2] stops and stations:

- Regional rail (e.g., Bay Area Rapid Transit, Caltrain)
- Commuter rail (e.g., Capitol Corridor, Altamont Corridor Express, Sonoma-Marin Area Rail Transit, Valley Link)
- Light-rail transit (LRT)
- Bus rapid transit (BRT)[3]
- Ferries

The ½-mile radius around a transit station/stop applies even if the jurisdiction has adopted a Priority Development Area (PDA) whose boundaries are different.

A map and list of the jurisdictions and stations subject to the TOC Policy for the deadline associated with the OBAG 4 Cycle is available on MTC's website.

Existing Transit

The TOC Policy applies to jurisdictions with existing fixed-guideway transit service stops and stations, as defined above. For jurisdictions with an existing stop/station, OBAG (i.e., OBAG 4 and subsequent funding cycles) is currently the only funding source for which MTC will consider TOC compliance in its investment decisions. With Commission approval, MTC may consider compliance with the TOC Policy to evaluate applications

[1] A TOC area is the geography surrounding a fixed-guideway transit stop or station that is subject to the TOC Policy requirements. See "TOC Area Geography" in Section III. Policy Applicability for more information on how this specific geography is determined.

[2] "Fixed guideway means a public transportation facility that uses and occupies a separate right-of-way or rail line for the exclusive use of public transportation and other high occupancy vehicles, or uses a fixed catenary system and a right of way usable by other forms of transportation. This includes, but is not limited to, rapid rail, light rail, commuter rail, automated guideway transit, people movers, ferry boat service, and fixed-guideway facilities for buses (such as bus rapid transit) and other high occupancy vehicles." (49 CFR § 611.105)

[3] The TOC Policy uses the definition of "bus rapid transit" (BRT) from California Public Resources Code section 21060.2.

for additional discretionary funding sources for enhancements or improvements to existing stops/stations.

Planned Fixed-Guideway Stops/Stations Subject to the TOC Policy

Fixed-guideway stations that are planned but not currently in service may need to demonstrate compliance with TOC Policy requirements by the deadline associated with the OBAG 4 cycle. This applies to planned stations meeting ***any*** of the following criteria:

- Project begins construction by January 1, 2025.

  AND/OR
- Project allocated regional discretionary funding that requires committing to compliance by the OBAG 4 cycle, as per the requirements of MTC Resolution 4530.

  AND/OR
- Project has a Major Project Advancement Policy (MAP) Level of 1 or 2.

Additionally, planned stations meeting ***all*** of the following criteria are subject to achieving TOC Policy compliance by the deadline associated with the OBAG 4 cycle:

- Sufficiently defined station location as determined by MTC staff (e.g., project has completed environmental review).

  AND
- Project is in Bin 1 of the Plan Bay Area 2050+ Transportation Project List, encompassing projects expected to be operational by 2035.

If a planned stop/station has not been confirmed as subject to the TOC Policy using the above criteria by January 1, 2025, it will not have to be in compliance by the OBAG 4 deadline.

Opt-In for Planned Fixed-Guideway Stops/Stations Not Subject to the TOC Policy

A planned station that does not meet the criteria above can choose to opt in to achieving compliance for the planned TOC area for the OBAG 4 cycle. To do so, the planned station must have a sufficiently defined station location as determined by MTC staff (e.g., the project has completed environmental review). Density and parking standards for planned TOC areas that opt in would be based on the anticipated level of transit service.

Transit Extensions

“Transit extensions” refer to the creation of a new fixed-guideway transit system (rail, ferry, or bus rapid transit), or extension of an existing fixed-guideway transit system to a new station, stations, or terminals. Transit extensions include new infill stations on a fixed-guideway transit system, and major expansions of existing stations to accommodate a new fixed-guideway transit system or route.

The TOC Policy establishes different compliance expectations for transit extension projects seeking awards or allocations of regional discretionary capital funding[4] based on the project's delivery stage, as follows:

1. ***Project Development/Environmental Review:*** Project sponsors, and local jurisdictions as applicable, must provide a letter or resolution acknowledging that future allocation requests to MTC will be subject to the TOC Policy pursuant to later phases.
2. ***Project Design and Early Right-of-Way Acquisition:*** Jurisdictions must commit in writing to take steps toward achieving compliance by 2026 for the station area(s) seeking funding.
3. ***Project Construction:*** Jurisdictions do not need to submit a letter of commitment, but they should work with MTC staff to achieve compliance by 2026.

The transit extension project sponsor/implementing agency must include an acknowledgement or commitment letter or resolution, as applicable, in its request to MTC for regional discretionary funding. Templates for the jurisdiction letters and resolutions are available on the MTC TOC Policy website. See Appendix 1 of MTC Resolution 4530 for more details about the requirements for transit extensions.

Beginning in 2026, these requirements will also apply to transit extension projects seeking MTC endorsement for federal or state discretionary capital funding.[5]

Interregional Projects

Interregional projects that trigger MTC's Interregional Project Funding and Coordination Policy (Resolution No. 4399) shall be subject to the TOC Policy as set forth in this paragraph. For any portion of the project within MTC's jurisdiction, the project sponsor must satisfy the requirements as noted above for Existing Transit and Transit Extensions, as applicable. For portions of the project within the jurisdiction of another Metropolitan Planning Agency (MPO)/Regional Transportation Planning Agency (RTPA), the Interagency Agreement referenced in Resolution 4399 must include a provision acknowledging the applicability of the TOC Policy, confirming compliance with the TOC Policy for the Bay Area portion of the project, and a commitment from the other MPO/RTPA to strive towards achievement of TOC Policy requirements for the portions of the project outside of the Bay Area. The other MPO/RTPA's commitment for non-Bay

[4] For the purposes of the TOC Policy, "regional discretionary funding" for transit projects includes the following fund sources: regional bridge tolls and associated programs (e.g., RM2 & RM3), Surface Transportation Block Grant Program (STBG), Congestion Mitigation Air Quality Improvement Program (CMAQ), Regional Transportation Improvement Program (RTIP), and Regional Exchange Program (MTC Exchange). This list is non-exhaustive and could be amended in the future if MTC exercises discretionary control over additional funding sources.

[5] In the context of TOC Policy implementation, "endorsement" refers to when the MTC Commission acts to endorse projects seeking funding from other sources or when a project is added to the list of projects and programs included in MTC's Major Project Advancement Policy (MAP) or a change is made to a project's MAP Level.

Area portions of the project should include, as practicable, an agreement to regularly report on the status of progress to meeting TOC Policy requirements, to explain any challenges with achieving TOC Policy requirements, and any steps that will be taken to overcome those challenges.

Transit Tiers

Geographic areas subject to the TOC Policy are categorized by tier according to the level of transit service at fixed-guideway station(s) within ½ mile:

- Tier 1: Rail stations serving regional centers (i.e., Downtown San Francisco, Downtown Oakland, and Downtown San José)
- Tier 2: Stop/station served by two or more BART lines or BART and Caltrain
- Tier 3: Stop/station served by one BART line, Caltrain, light rail transit, or bus rapid transit
- Tier 4: Commuter rail (SMART, ACE, Capitol Corridor, Valley Link) stations, Caltrain stations south of Tamien, or ferry terminals

Some TOC Policy requirements are defined by transit tier, with some requirements consistent across all tiers.

Opt-In for Areas Not Served by Fixed-Guideway Transit Service

Jurisdictions with transit stops and stations that are not served by fixed-guideway service (e.g., areas that are only served by regular fixed-route bus transit) may choose to "opt in" and voluntarily meet TOC Policy requirements for these areas.[6] Station areas/stops where a jurisdiction has voluntarily complied with the TOC Policy may be eligible for any future funding sources where the MTC Commission chooses to adopt TOC Policy compliance as a prerequisite for funding or a factor in prioritizing funding.

TOC Area Geography

The ½-mile area is measured from a single point at the center of the stop or station. Where a station/stop includes infrastructure such as platforms, bus transfer facilities, and parking areas, a single centroid is identified rather than computing distance from multiple station entrances or property boundaries. Open water, rivers, canals, and other water bodies are excluded, which may result in the TOC area being an irregular shape rather than a perfect circle.

For more information on how the density and parking requirements apply to TOC areas, see "Section 1: Density for New Residential and Commercial Office Development" and "Section 3: Parking Management" below.

A map and list of the jurisdictions and stations subject to the TOC Policy for the deadline associated with the OBAG 4 Cycle is available on MTC's website.

[6] For locations with no fixed-guideway transit service, the Tier 4 density and parking management requirements will apply in addition to all other TOC Policy requirements.

Overlapping TOC Areas

In some cases, the ½-mile area around one stop/station may intersect with the ½-mile area around another stop/station, resulting in overlapping TOC areas. As a jurisdiction must demonstrate compliance for each TOC area separately, a parcel within an overlapping area will be considered in calculating the average zoning density as well as evaluating the parking standards for each of the overlapping TOC areas. If the overlapping TOC areas represent different transit tiers, parcels in the overlapping areas must meet the standards for the higher transit tier (i.e., Tier 1 is higher than Tier 2).

For jurisdictions with overlapping TOC areas, MTC will work with local staff to identify situations where TOC areas can be consolidated (e.g., along BRT or LRT corridors or in downtown areas) for aggregate analysis of TOC compliance.

Multi-Jurisdiction TOC Areas

A TOC area may encompass multiple jurisdictions. A jurisdiction is exempt from complying with any TOC Policy requirements if it contains 20 percent or less of the TOC area, as determined by MTC staff. A jurisdiction that comprises more than 20 percent of a TOC area must comply with all TOC Policy requirements for its portion of the TOC area.

For the TOC Policy density standards, a jurisdiction is not responsible for zoning densities/intensities outside its boundaries, but it must meet the TOC Policy standards for the portion of the TOC area within its jurisdiction.[7] However, joint applications are encouraged for a TOC area that crosses jurisdictional boundaries; in such instances, compliance with the average density standards should be based on the combined area of the TOC area in both jurisdictions (or in all jurisdictions, if more than two are involved).

IV. Documentation Submittal and Review

Submission Deadline

To ensure eligibility for OBAG 4 funding and any other discretionary funding that may be linked to TOC Policy compliance, jurisdictions should anticipate demonstrating compliance prior to adoption of OBAG 4, expected in 2026. MTC will provide more information about submission deadlines as part of developing the OBAG 4 program.

Documentation Submittal

MTC will accept submissions from jurisdictions to demonstrate compliance with the TOC Policy for each TOC area subject to the policy within the jurisdiction. Jurisdictions must use the TOC Policy Submission Portal developed by MTC. Jurisdictions may submit documentation on a rolling basis until the submission deadline. Questions about documentation submittal should be directed to TOCPolicy@bayareametro.gov.

[7] Average zoning density calculation requirements are covered in Section V of this Guidance document.

Local Jurisdiction Resolution

The jurisdiction's final submission must be accompanied by a resolution adopted by the city council or board of supervisors confirming compliance with the TOC Policy. For jurisdictions with multiple TOC areas, the jurisdiction may submit a single resolution that includes reference to all TOC areas for which the jurisdiction is confirming compliance.

MTC Review Process

To complete its review of a jurisdiction's submission, MTC may request additional clarifying documentation and information from the jurisdiction. Additionally, to assist with its review of the submission, MTC may consult with and gather relevant information from any individual, entity, or public agency. Jurisdictions will receive confirmation of its compliance status after MTC has completed its review of submitted documentation.

V. Guidance for TOC Policy Submission

This section provides the guidance necessary to demonstrate compliance with MTC's TOC Policy requirements. It is divided into four sections:

1. Zoning density and intensity requirements for residential and commercial office development.
2. Affordable housing production, preservation, and protection policies and commercial stabilization policies
3. Parking management policies
4. Station access and circulation requirements

Section 1: Density for New Residential and Commercial Office Development

Summary of TOC Policy Requirements

The TOC Policy seeks to ensure that local planning policies and zoning regulations enable new development within TOC areas to be built at sufficiently high densities to support transit ridership and increase the proportion of trips taken by transit. The mechanism for furthering this goal is the requirement that jurisdictions adopt minimum density and intensity requirements in TOC areas. Additionally, if a jurisdiction chooses to adopt maximum density and intensity requirements, these must be high enough to support robust transit-oriented development.[8]

[8] While the TOC Policy does not specify requirements for building heights, local jurisdictions should not limit building heights such that new residential development at the densities specified by the TOC Policy becomes infeasible.

The Policy does not require a jurisdiction to plan or zone specific parcels for a particular land use or density. Rather, a jurisdiction is required to meet zoning density and intensity standards where zoning allows new residential, office, or mixed-use development. The density requirements represent an average taken across the TOC area, and the required average densities are based on the area's Transit Tier (see Tables 1 and 5).

The minimum density/intensity in a given zoning district where housing and/or commercial office uses are permitted may be below the TOC Policy thresholds (Tables 1 and 5), provided the average across the TOC area meets the requirement.[9] Cities that have adopted Form Based Codes without density standards are required to adopt minimum densities, minimum Floor Area Ratios (FARs), or minimum heights for future residential, commercial office, and mixed-use projects.

A jurisdiction without minimum residential or commercial office zoning standards may use the minimums identified in an adopted General Plan, Specific Plan, or Area Plan to the extent the Plan requires that new development must occur at or above a minimum threshold. In the absence of such a requirement or zoning standard, a zone without a minimum density will be assigned a "zero" for the purposes of calculating the average for the TOC area. A minimum density value of zero for any zone in a TOC area will make it more difficult to achieve the required areawide averages. This is further explained in the methodology below.

A jurisdiction is not required to adopt maximum allowable density/intensity standards. However, if a jurisdiction has adopted these standards, then the average of the maximum density/intensity allowed for residential or commercial office uses must meet or exceed the TOC Policy's thresholds (Tables 3 and 7).

Areas Eligible for Exclusion from Density/Intensity Requirements

For the residential calculations, only zoning districts that allow residential as a permitted use (i.e., with no use permit requirement) are included. However, zones intended to conserve land for open space or agriculture, even where residential is listed as a permitted use, may be excluded.

For the commercial office calculations, only zoning districts that allow commercial office as a permitted use are included. Subject to approval by MTC staff, zoning districts in which offices are permitted uses but are ancillary to industrial activities (such as manufacturing, warehousing, production, distribution, repair, etc.) may be excluded.

The Policy allows parcels with existing dwelling units to be excluded from the residential and commercial office calculations to minimize the risk of displacement. However, a

[9] "Permitted" means the use is listed as a permitted use in the zoning regulations, with no use permit requirement.

parcel may **not** be excluded if it was counted as a Housing Opportunity Site in the jurisdiction's Housing Element and assumed to produce one or more units of housing.

For the TOC Policy, "existing dwelling units" are residential units that received a building permit prior to January 1, 2024. However, if a project has not received a certificate of occupancy by the beginning of the OBAG 5 cycle (anticipated in 2030), the parcel cannot be excluded from future TOC Policy compliance cycles.

Note: Calculation of the average density ***includes*** parcels zoned to allow residential and/or commercial office development where it may not be physically possible to construct new residential, commercial office, or mixed-use buildings within the specified density ranges due to small parcel sizes, environmental factors, conflicts with Airport Land Use Compatibility Plans, etc.

Submitting Required Documentation

Demonstrating conformance to the TOC Policy includes four calculations of ***average*** density/intensity within the TOC area:

- Minimum zoning density required for zones allowing residential uses.
- If a jurisdiction has maximum residential density standards, the maximum zoning density for zones allowing residential uses.
- Minimum commercial office intensity (FAR) required for zones allowing office uses.
- If a jurisdiction has maximum commercial intensity standards, the maximum commercial office intensity (FAR) for zones allowing office uses.

MTC's submission portal is programmed to complete these calculations based on a jurisdiction's zoning data. A jurisdiction may review and verify the data in the submission portal or contact MTC staff for assistance.

The guidance below explains how the calculations are completed and how to determine density and FAR equivalencies if a zoning district does not use these metrics. The calculations do not require a determination of "buildout" in the TOC area. Rather, they only require calculation of the average minimum and maximum density/intensity allowed by zoning on eligible parcels. Moreover, determination of the average zoning density and intensity is intended only as a theoretical calculation to evaluate compliance with the TOC Policy. The average density/intensity calculations do not in any way preclude or discourage mixed-use development or non-office commercial uses, nor do they disallow or discourage the addition of residential or office uses to projects of other uses.

A jurisdiction has two options for the density/intensity calculations:

- **Option A** is simpler and involves determining the area of all zoned parcels within the TOC area where residential uses are allowed and commercial office uses are allowed.

- **Option B** is more fine-grained and allows exclusion of certain parcels in each of these zones due to existing uses.

A jurisdiction may use either option. Both options require a "weighted average" calculation that accounts for the proportional land area in each zone.

A five-step process is outlined below. Step 1 is identifying the baseline set of zones or parcels to be used in the average density/intensity calculations for a TOC area. Steps 2 to 5 (which are the same for Option A and Option B) correspond to the calculations of minimum residential density, maximum allowable residential density, minimum commercial office intensity, and maximum allowable commercial office intensity for those zones or parcels.

Step 1: Determine the Baseline Areas to be Included in the Calculations

Option A:

i. Identify all zoning districts in the TOC area where residential uses are a permitted use (i.e., no use permit is required). This includes single-family zones, multi-family zones, mixed-use zones where housing is a permitted use, and non-residential districts that specifically identify housing as a permitted use. Zones intended to conserve land for open space or agriculture may be excluded from the average residential density calculation, even where residential is listed as a permitted use.

ii. Identify all zoning districts in the TOC area where commercial offices are a permitted use. This includes office zones, commercial and mixed-use zones where office is a permitted use, and any residential zones that allow 100 percent office uses (zones that only allow office as an ancillary use are excluded). Subject to approval by MTC staff, zoning districts in which offices are permitted uses but are ancillary to industrial activities (such as manufacturing, warehousing, production, distribution, repair, etc.) may be excluded.

iii. Calculate the net acreage in each zoning district in the TOC area. "Net" acreage means streets or un-zoned features within the zoning boundary are not counted.

iv. Report the net acreage in each eligible residential zone and each eligible commercial office zone, the sums of these acreages, and the percentage of total eligible zones that each individual zone represents. Zoning districts included in the residential calculation may also be included in the office calculation, where applicable.

v. Proceed to Steps 2 through 5.

Option B:

i. Conduct steps (i) and (ii) as described above for Option A.

ii. For each zoning district, prepare a list of parcels to be excluded (subtracted) from the eligible acreage in that zoning district. Parcels may be excluded if they are currently occupied by single- or multi-family dwelling units. However, if the parcel was counted as a Housing Opportunity Site in the jurisdiction's Housing Element and assumed to produce one or more units of housing, it may not be excluded. For any excluded parcel, the jurisdiction must document the assessor parcel number, address, acreage, existing zoning, and existing land use.

iii. Report the remaining net acreage in each eligible residential zone and each eligible commercial office zone, the sums of these acreages, and the percentage of the total eligible zones that each individual zone represents. Zoning districts included in the residential calculation may also be included in the office calculation, where applicable.

iv. Proceed to Steps 2 through 5.

Step 2: Calculate the Average Minimum Residential Density Required by Zoning in the TOC Area

A jurisdiction must demonstrate that the average minimum zoning density in the TOC area meets the adopted TOC Policy standard for its transit tier shown in **Table 1**. A jurisdiction without minimum density standards may refer to the ranges in its General Plan or an adopted Specific or Area Plan that applies to the TOC area, to the extent the relevant Plan requires that development must occur at or above the minimum. Cities without minimum density standards (either in zoning or the General Plan, Specific Plan, or Area Plan as described above) must assign a "zero" to the applicable zones when calculating the TOC area average.

Table 1: Average Minimum Zoning Densities Required for Residential Development

Level of Transit Service	***Average Minimum Zoning Density***
Tier 1: Rail stations serving regional centers (i.e., Downtown San Francisco, Downtown Oakland, and Downtown San Jose)	100 units/net acre or higher
Tier 2: Stop/station served by two or more BART lines or BART and Caltrain	75 units/net acre or higher
Tier 3: Stop/station served by one BART line, Caltrain, light rail transit, or bus rapid transit	50 units/net acre or higher
Tier 4: Commuter rail (SMART, ACE, Capitol Corridor, Valley Link) stations, Caltrain stations south of Tamien, or ferry terminals	25 units/net acre or higher

Notes:

1. Tier 3 TOC areas in jurisdictions with 30,000 residents or fewer may use Tier 4 standards. For the OBAG 4 cycle, this applies to Tier 3 TOC areas in Belmont, Brisbane, Lafayette, Orinda, and San Carlos. January 1, 2024 population estimates from the California Department of Finance.

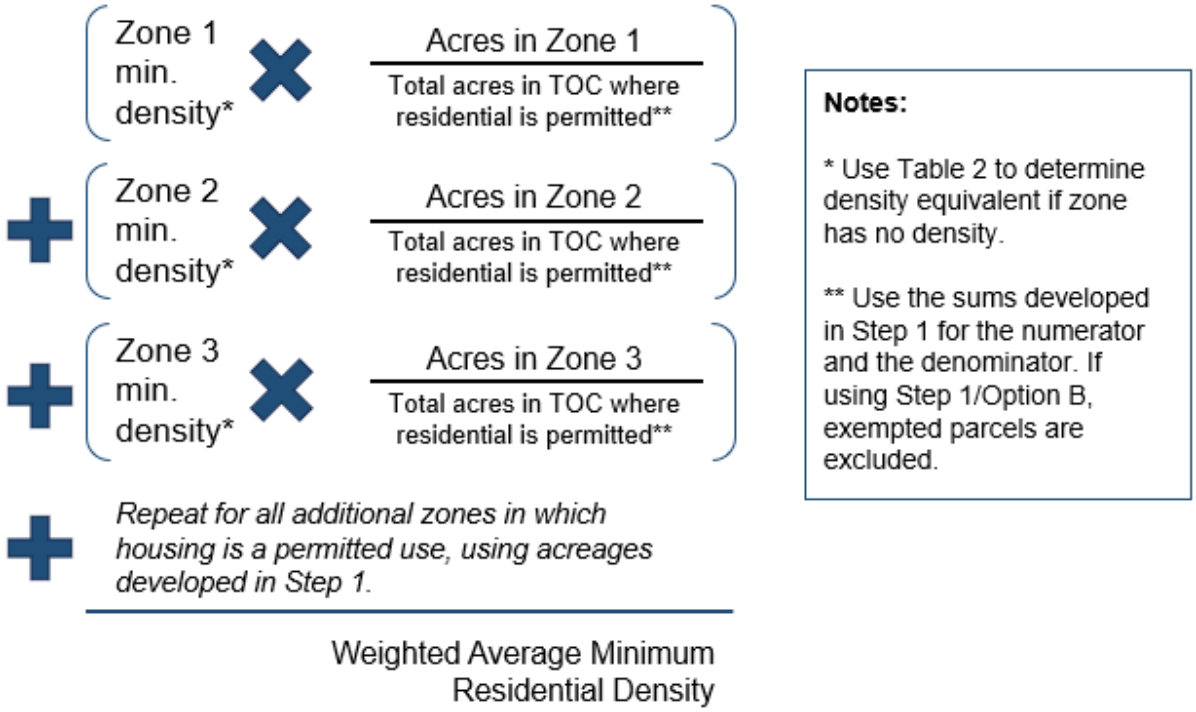
Table 2 is an equivalency table for zoning districts where housing is permitted but minimum density is expressed using floor area ratio (FAR) or height. The table allows jurisdictions using zones not measured in dwelling units per acre to convert to density equivalents so averages may be more accurately estimated. The equivalencies in Table 2 are "default" standards based on sample projects. Jurisdictions are encouraged to develop their own equivalency tables based on actual projects within their TOC area or nearby, subject to approval by MTC. MTC staff will automatically approve jurisdiction-developed equivalency tables or density calculation methodologies that were accepted by the California Department of Housing and Community Development (HCD) in a certified Housing Element from the 6th Cycle or later. However, the equivalency table may only be used if the FAR or height standards are legally required minimums, as described above for zoning districts that use a dwelling units per acre standard.

Table 2: Equivalency Table for Minimum Density Calculation <u>(only for use in zones with no density standard)</u>

If there is no minimum density, but the minimum FAR required is…	***…then use this equivalent for minimum density***	***If there is no minimum density or FAR, but the minimum height is…***	***…then use this for equivalent minimum density***
None	Zero	None	Zero
Less than 0.5	8 DUA	Less than 25′	12 DUA
Between 0.5 and 0.74	16 DUA	25′ to 34.9′	35 DUA
Between 0.75 and 0.99	25 DUA	35′ to 44.9′	55 DUA
Between 1.0 and 1.49	50 DUA	45′ to 54.9′	75 DUA
Between 1.5 and 1.99	75 DUA	55′ to 64.9′	100 DUA
Between 2.0 and 2.99	100 DUA	65′ to 74.9′	125 DUA
Between 3.0 and 3.99	125 DUA	75′ to 84.9’	150 DUA
Between 4.0 and 4.99	150 DUA	Add 25 DUA for each 10’ from 85’ upward	
Add 40 DUA for each 1.0 FAR from 5.0 upward			

Once a density or density equivalent has been assigned to each zone, the weighted average is determined. **Figure 1** illustrates the formula for this calculation.

Figure 1: Calculation of Average Required Minimum Residential Zoning Density



As shown in Figure 1, to calculate the average minimum residential zoning density for the TOC area, the total number of acres in each zone to be included (shown as Zone 1, Zone 2, etc.) is divided by the total number of acres in the TOC area where residential uses are permitted. The sums developed in Step 1A(i) are used for the numerator and the denominator. If using Option B for Step 1, exempted parcels are excluded.

This result is then multiplied by the minimum density for that zone. If the zone has no density standard but does require a minimum FAR or minimum height, use Table 2 to determine the equivalent density. This process is repeated for each zoning district in the TOC area where residential uses are permitted, and the results for each zone are summed to result in the weighted average minimum residential density.

Step 3: Calculate the Average Maximum Residential Density Allowed by Zoning in the TOC Area

A jurisdiction must demonstrate that, if it has adopted a maximum residential density standard, the average maximum allowable residential zoning density in the TOC area meets or exceeds the adopted TOC Policy threshold for its transit tier shown in **Table 3**.

Table 3: Average Maximum Zoning Density Threshold for Residential Development

Level of Transit Service	***Threshold for Average Maximum Zoning Density***
Tier 1: Rail stations serving regional centers (i.e., Downtown San Francisco, Downtown Oakland, and Downtown San Jose)	150 units/net acre or higher
Tier 2: Stop/station served by two or more BART lines or BART and Caltrain	100 units/net acre or higher
Tier 3: Stop/station served by one BART line, Caltrain, light rail transit, or bus rapid transit	75 units/net acre or higher
Tier 4: Commuter rail (SMART, ACE, Capitol Corridor, Valley Link) stations, Caltrain stations south of Tamien, or ferry terminals	35 units/net acre or higher

Notes:

1. Tier 3 TOC areas in jurisdictions 30,000 or fewer residents may use Tier 4 standards. For the OBAG 4 cycle, this applies to the Tier 3 TOC areas in Belmont, Brisbane, Lafayette, Orinda, and San Carlos. January 1, 2024 population estimates from the California Department of Finance.
2. The allowable densities are consistent with PBA 2050 modeling for Strategy H3 (see Forecasting and Modeling Report, pp. 44-45).

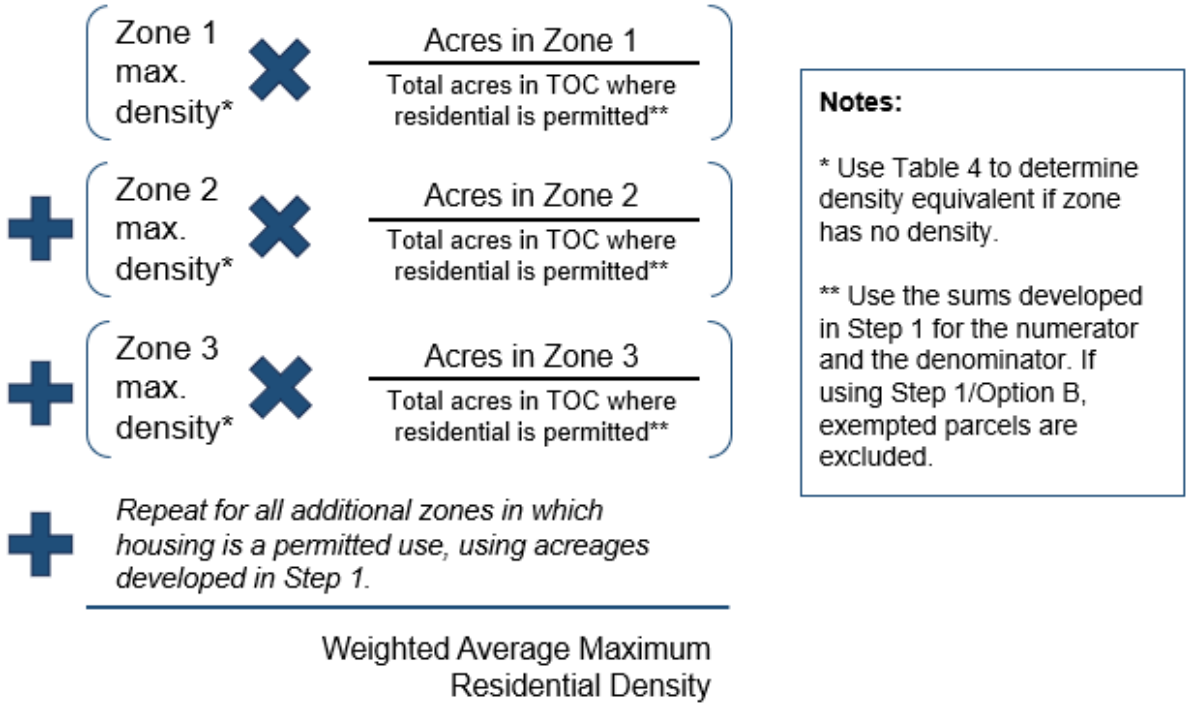
Table 4 is an equivalency table for zoning districts where housing is permitted but maximum allowable density is expressed using floor area ratio (FAR) or height. The table allows jurisdictions using zones not measured in dwelling units per acre to convert to density equivalents so averages may be more accurately estimated. The equivalencies in Table 4 are "default" standards based on sample projects. Jurisdictions are encouraged to develop their own equivalency tables based on actual projects within the TOC area or nearby, subject to approval by MTC. MTC staff will automatically approve jurisdiction-developed equivalency tables or density calculation methodologies that were accepted by HCD in a certified Housing Element from the 6th Cycle or later.

Table 4: Equivalency Table for Maximum Density Calculation (only for use in zones with no density standard)

If there is no maximum density, but the maximum FAR allowed is...	***…then use this equivalent for maximum density***	***If there is no maximum density or FAR, but the maximum allowable height is…***	***…then use this for equivalent maximum density***
Less than 0.50	8 DUA	Less than 25′	12 DUA
Between 0.5 and 0.74	16 DUA	25′ to 34.9′	35 DUA
Between 0.75 and 0.99	25 DUA	35′ to 44.9′	55 DUA
Between 1.0 and 1.49	50 DUA	45′ to 54.9′	75 DUA
Between 1.5 and 1.99	75 DUA	55′ to 64.9′	100 DUA
Between 2.0 and 2.99	100 DUA	65′ to 74.9′	125 DUA
Between 3.0 and 3.99	125 DUA	75′ to 84.9’	150 DUA
Between 4.0 and 4.99	150 DUA	Add 25 DUA for each 10’ from 85′ upward	
Add 40 DUA for each 1.0 FAR from 5.0 upward			

Once a density or density equivalent has been assigned to each zone, the weighted average is determined. **Figure 2** illustrates the formula for this calculation.

Figure 2: Calculation of Average Maximum Allowable Residential Zoning Density



As shown in Figure 2, to calculate the average maximum allowable residential zoning density for the TOC area, the total number of acres in each zone to be included (shown as Zone 1, Zone 2, etc.) is divided by the total number of acres in the TOC area where residential uses are permitted. The sums developed in Step 1A(ii) are used for the numerator and denominator. If using Option B for Step 1, exempted parcels are excluded.

This result is then multiplied by the allowable maximum density for that zone. If the zone has no density standard but does include maximum FAR or maximum heights, use Table 4 to determine the equivalent density. This process is repeated for each zoning district in the TOC area where residential uses are permitted, and the results for each zone are summed to result in the weighted average required allowable maximum residential density.

Step 4: Calculate the Average Minimum Commercial Office Space Intensity Required by Zoning in the TOC Area

A jurisdiction must demonstrate that the average minimum required zoning intensity for commercial office space in the TOC area meets the adopted TOC Policy standard for its transit tier shown in Table 5. Again, it is recognized that a jurisdiction may not have adopted minimum FAR standards (or minimum heights) for commercial office space in its TOC area. A jurisdiction without such standards may refer to the ranges in its

General Plan or an adopted Specific or Area Plan that applies to the TOC area, to the extent the relevant Plan requires that development must occur at or above the minimum. Cities without minimum standards for FAR (either in zoning or the General Plan, Specific Plan, or Area Plan) must assign a "zero" to the applicable zones when calculating the TOC area average.

Table 5: Average Minimum Zoning Intensities Required for Commercial Office Development

Level of Transit Service	***Average Minimum Zoning Intensity Required for Commercial Office Space (FAR)***
Tier 1: Rail stations serving regional centers (i.e., Downtown San Francisco, Downtown Oakland, and Downtown San Jose)	4 or higher
Tier 2: Stop/station served by two or more BART lines or BART and Caltrain	3 or higher
Tier 3: Stop/station served by one BART line, Caltrain, light rail transit, or bus rapid transit	2 or higher
Tier 4: Commuter rail (SMART, ACE, Capitol Corridor, Valley Link) stations, Caltrain stations south of Tamien, or ferry terminals	1 or higher

Notes:

1. For mixed-use projects that include a commercial office component, this figure shall not be less than the equivalent of the applicable allowed or permitted FAR standard.

Table 6 is an equivalency table for zoning districts where minimum required intensity is expressed using height rather than FAR. Table 6 shows equivalent FARs for height limits ranging from zero to 75 feet. The equivalencies in Table 6 are "default" values based on sample projects. Jurisdictions are encouraged to develop their own equivalency tables based on actual projects within the TOC area or nearby, subject to approval by MTC.

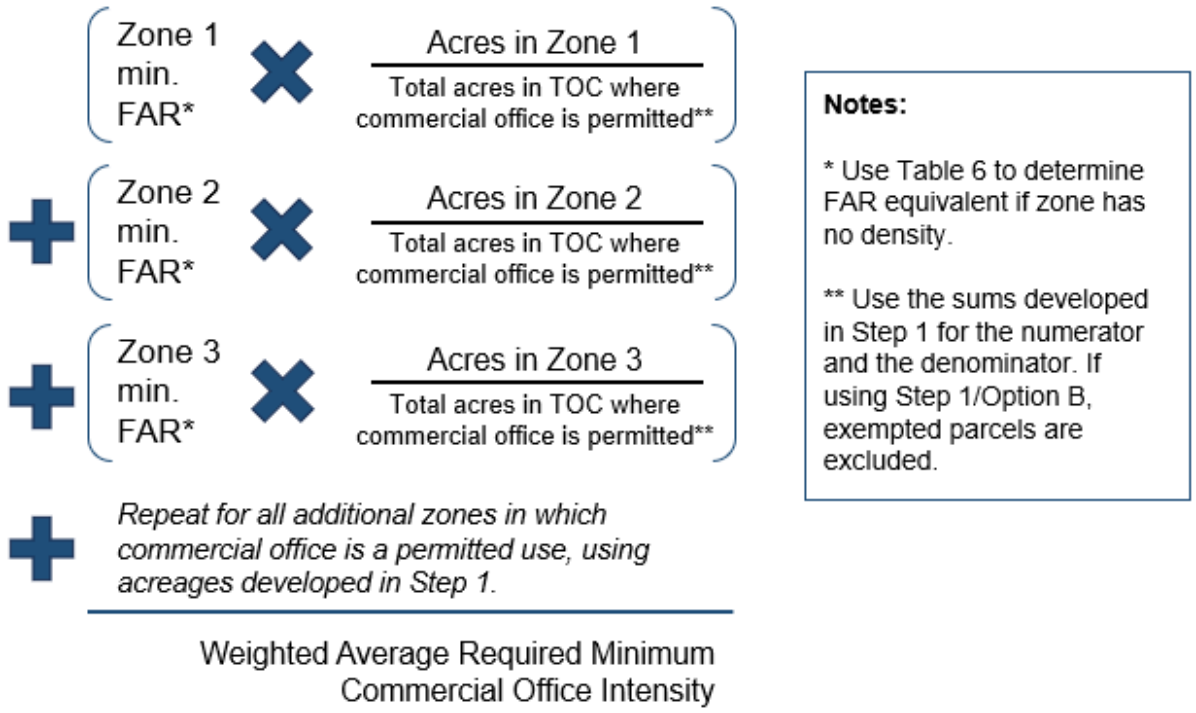
Table 6: Equivalency Table for Minimum Zoning Intensity for Commercial Office (only for use in zones with no Floor Area Ratio [FAR] standard)

If there is no FAR standard, but the minimum height required is...	***…then use this as the equivalent FAR***
None	0
Less than 25'	0.3
25′ to 34.9′	1.0
35′ to 44.9′	1.5
45′ to 54.9′	2.0
55′ to 64.9′	3.0
65′ to 79.9′	4.0
80′ to 99.9'	5.0
Add 1.0 FAR for each 15' from 100' upward	

Jurisdictions may have zoning districts in which mixed-use or residential projects are subject to higher minimum intensity standards than projects that are 100 percent office. For example, a zone may require a minimum FAR of 0.5 for a 100 percent office project but require at least 1.0 FAR for a residential or mixed-use project. In such instances, the higher minimum may be used in the calculations. This recognizes the underlying intent of the TOC Policy, which is to incentivize zoning that supports higher building intensity in TOC areas.

Once an FAR or FAR equivalent has been assigned to each zone, the weighted average is determined. **Figure 3** illustrates the formula used for this calculation.

Figure 3: Calculation of Average Minimum Required Commercial Office Zoning Intensity



As shown in Figure 3, to calculate the average minimum commercial office zoning intensity for the TOC area, the total number of acres in each zone to be included (shown as Zone 1, Zone 2, etc.) is divided by the total number of acres in the TOC area where office uses are permitted. The sums developed in Step 1A(i) are used for the numerator and denominator. If using Option B for Step 1, exempted parcels are excluded.

This result is then multiplied by the minimum intensity for that zone. If the zone has no FAR standard but does have minimum heights, use Table 6 to determine the FAR equivalent. This process is repeated for each zoning district in the TOC area where office uses are permitted, and the results for each zone are summed to result in the weighted average required minimum commercial office intensity.

Step 5: Calculate the Average Maximum Commercial Office Space Intensity Allowed by Zoning in the TOC Area

A jurisdiction must demonstrate that, if it has adopted a maximum commercial office intensity standard, the average maximum allowable zoning intensity for commercial office space in the TOC area meets or exceeds the adopted TOC Policy threshold for its transit tier shown in **Table 7**.

Table 7: Average Maximum Zoning Intensity Threshold for Commercial Office Development

Level of Transit Service	***Threshold for Average Maximum Zoning Intensity for Commercial Office Space (FAR)***
Tier 1: Rail stations serving regional centers (i.e., Downtown San Francisco, Downtown Oakland, and Downtown San Jose)	8 or higher
Tier 2: Stop/station served by two or more BART lines or BART and Caltrain	6 or higher
Tier 3: Stop/station served by one BART line, Caltrain, light rail transit, or bus rapid transit	4 or higher
Tier 4: Commuter rail (SMART, ACE, Capitol Corridor, Valley Link) stations, Caltrain stations south of Tamien, or ferry terminals	3 or higher

Notes:

1. For mixed-use projects that include a commercial office component, this figure shall not be less than the equivalent of the applicable allowed or permitted FAR standard.
2. The allowable densities are consistent with PBA 20505 modeling for Strategy EC4 (see Forecasting and Modeling Report, pp. 57-58).

Table 8 is an equivalency table for zoning districts where maximum allowable intensity is expressed using height rather than FAR. The equivalencies in Table 8 are “default” values based on sample projects. Jurisdictions are encouraged to develop their own equivalency tables based on actual projects within the TOC area or nearby, subject to approval by MTC.

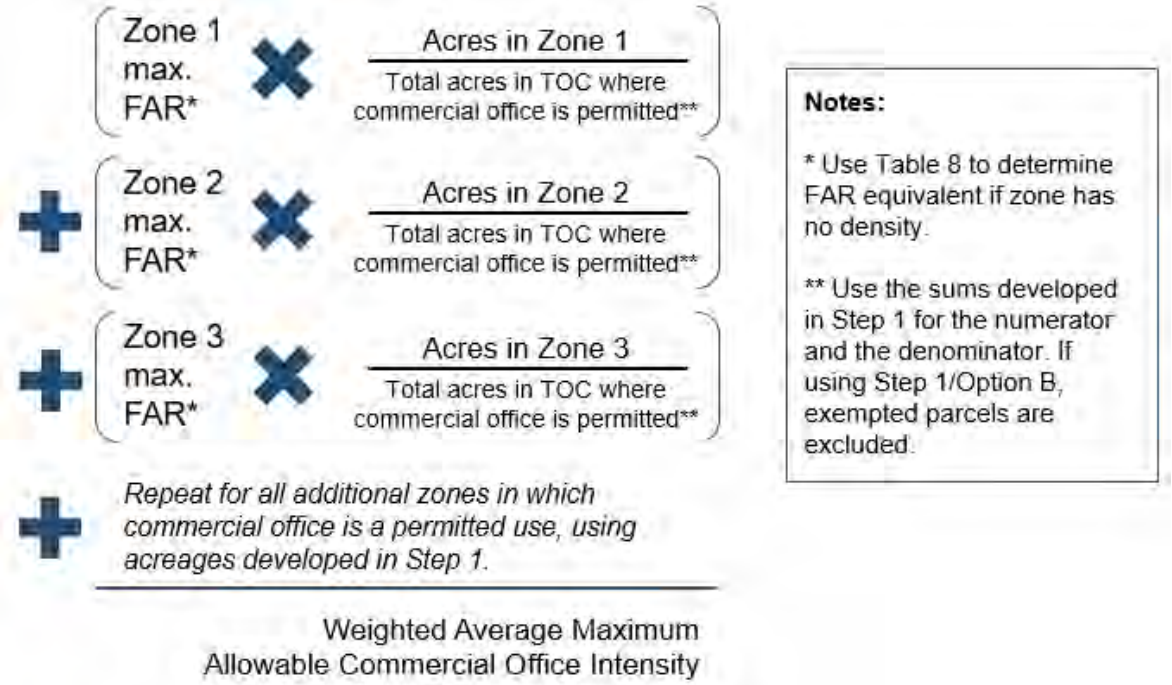
Table 8: Equivalency Table for Maximum Zoning Intensity for Office <u>(only for use in zones with no Floor Area Ratio [FAR] standard)</u>

If there is no FAR standard, but the maximum height allowed is...	***…then use this as the equivalent FAR***
Less than 25′	0.3
25′ to 34.9′	1.0
35′ to 44.9′	1.5
45′ to 54.9′	2.0
55′ to 64.9′	3.0
65′ to 79.9′	4.0
80′ to 99.9′	5.0
Add 1.0 FAR for each 15’ from 100’ upward	

Jurisdictions may have zoning districts in which mixed-use or residential projects are allowed a higher maximum intensity than projects that are 100 percent office. For example, a zone may allow a maximum FAR of 2.0 for a 100 percent office project but allow a 4.0 FAR for a residential or mixed-use project. In such instances, the higher maximum may be used when preparing the calculations. This recognizes the underlying intent of the TOC Policy, which is to incentivize zoning that supports higher building intensity in TOC areas.

Once an FAR or FAR equivalent has been assigned to each zone, the weighted average is determined. **Figure 4** illustrates the formula for this calculation.

<u>Figure 4: Calculation of Average Maximum Allowable Commercial Office Zoning Intensity</u>



As shown in Figure 4, to calculate the average maximum allowable commercial office zoning intensity for the TOC area, the total number of acres in each zone to be included (shown as Zone 1, Zone 2, etc.) is divided by the total number of acres in the TOC area where office uses are permitted. The sums developed in Step 1A(ii) are used for the numerator and denominator. If using Option B for Step 1, exempted parcels are excluded.

This result is then multiplied by the maximum intensity for that zone. If the zone has no FAR standard but does have maximum heights, use Table 8 to determine the FAR equivalent. This process is repeated for each zoning district in the TOC area where office uses are permitted, and the results for each zone are summed to result in the weighted average required allowable maximum commercial office intensity.[10]

General Guidance and Special Circumstances for Average Density and Intensity Calculations

Parcels Bisected by the ½-Mile TOC Area Boundary

If a parcel is bisected by the TOC area's ½-mile boundary, only the portion of the parcel within the ½-mile TOC area buffer is counted toward the weighted average density. At MTC staff's discretion, the entirety of a bisected parcel can contribute to the TOC area's weighted average density if local jurisdiction staff demonstrate the importance of the parcel for achieving TOC Policy goals.

Mixed-Use Districts: Parcels to Include

Parcels in mixed-use zoning districts that allow both residential and commercial office as permitted uses should be counted in calculations of average residential density and then again in calculations of average commercial office intensity for each TOC area. No assumptions about the mix of uses are necessary on mixed-use parcels—simply report the minimum and maximum density or FAR permitted by zoning in each case. In cases where zoning establishes lower minimum and maximum FARs for projects that are entirely office than it does for mixed-use or residential projects, the higher minimum and allowable maximum FARs may be used in the calculation of the average commercial office intensity.

SB 6 (2022, Caballero)/AB 2011 (2022, Wicks)

SB 6 and AB 2011 allow residential uses by right in some commercial zoning districts. For the purposes of the minimum and maximum average density calculations, residential uses should only be counted in a commercial zone if they are expressly listed as a permitted use in the zoning regulations. Jurisdictions are encouraged to amend their zoning codes to list residential as permitted in those zones affected by SB 6 and AB 2011.

[10] Maximum FAR (intensity) thresholds are based on the potential maximum for a given site; this may vary from site to site in areas where Precise Plans or Specific Plans are in effect.

Planned Unit Development or Planned Development (PD) Districts

For parcels in zoning districts where densities are determined through a subsequent project-level planning process (e.g., Planned Unit Developments), or were previously determined through such a process, the jurisdiction may use the densities and intensities in its General Plan. The jurisdiction also has the option of using any minimum and maximum densities/intensities that were established when the PD was created. To use a minimum density, the relevant Plan must require that development occur at or above the minimum.

Developer Agreements

If a jurisdiction has a developer agreement in place in the TOC area prior to January 1, 2024, and local staff are concerned about the impact on TOC Policy compliance, the jurisdiction should contact MTC staff for assistance. However, jurisdictions will not be able to seek flexibility or exemptions for TOC compliance for developer agreements established after January 1, 2024.

Overlay Zones

For parcels to which a base zone and overlay zone apply, a jurisdiction may include any supplemental density and intensity permitted by the overlay zone when calculating the average maximum allowable density/intensity, provided the overlay permits the residential or office use as a permitted use in a non-discretionary way (comparable to the base zone). If an overlay establishes higher minimum densities than the base zone, the same allowance applies, and the overlay minimum may be used in calculating the average minimum density/intensity.

Density Bonuses

For parcels subject to state density bonus law, the TOC Policy density requirements apply to the base zoning (i.e., state density bonuses cannot be considered for meeting the TOC Policy's thresholds for minimum density or allowable maximum density).

Section 2: Affordable Housing Production, Preservation, and Protection Policies and Commercial Stabilization Policies

Summary of TOC Policy Requirements

A jurisdiction will fulfill the Affordable Housing and Commercial Stabilization requirements by selecting from the menu of options in **Table 9** the policies that best meet local needs. To comply, a jurisdiction must adopt at least:

- **Two policies for each of the "3Ps"**—affordable housing production, preservation, and protection.

- **One policy related to commercial stabilization**, unless the jurisdiction can document there are no potential impacts to small businesses and/or community non-profits.

A jurisdiction may meet the requirements with existing adopted policies or as needed, adopt new policies by the TOC Policy compliance deadline. **Appendix A** describes each of the policy options in more detail and outlines the specific minimum standards a jurisdiction's policy must meet to comply with TOC Policy requirements. Compliance with TOC housing policy requirements should be completed in conformance with relevant federal and state laws, including a jurisdiction's duty to affirmatively further fair housing.

For each of the "3Ps" policies selected to comply with TOC Policy requirements, the jurisdiction must also include a brief explanation for how the policy addresses the jurisdiction's Regional Housing Needs Allocation (RHNA) and/or other housing needs as identified in the jurisdiction's Housing Element.

Table 9: Affordable Housing and Commercial Stabilization Policy Options

	Affordable Housing Production Policy	***Affordable Housing Preservation Policy***	***Affordable Housing Protection and Anti-Displacement Policy***	***Commercial Stabilization Policy***
	Select at least 2 policies	***Select at least 2 policies***	***Select at least 2 policies***	***Select at least 1 policy***
1.	Inclusionary Zoning	Funding to Preserve Unsubsidized Affordable Housing	"Just Cause" Eviction	Small Business and Non-Profit Overlay Zone
2.	Affordable Housing Funding	Tenant/Community Opportunity to Purchase	No Net Loss and Right to Return to Demolished Homes	Small Business and Non-Profit Preference Policy
3.	Affordable Housing Overlay Zones	Single-Room Occupancy (SRO) Preservation	Legal Assistance for Tenants	Small Business and Non-Profit Financial Assistance Program
4.	Public Land for Affordable Housing	Condominium Conversion Restrictions	Foreclosure Assistance	Small Business Advocate Office
5.	Ministerial Approval	Public/Community Land Trusts[1]	Rental Assistance Program	
6.	Public/Community Land Trusts[1]	Funding to Support Preservation Capacity	Rent Stabilization	
7.	Development Certainty and Streamlined Entitlement Process	Mobile Home Preservation	Preventing Displacement from Substandard Conditions and Associated Code Enforcement Activities[2]	

	Affordable Housing Production Policy	***Affordable Housing Preservation Policy***	***Affordable Housing Protection and Anti-Displacement Policy***	***Commercial Stabilization Policy***
8.		Preventing Displacement from Substandard Conditions and Associated Code Enforcement Activities[2]	Tenant Relocation Assistance	
9.			Mobile Home Rent Stabilization	
10.			Fair Housing Enforcement	
11.			Tenant Anti-Harassment Protections	

Notes:

1. This policy may fulfill either the housing production or preservation requirement, but not both.
2. This policy may fulfill either the housing preservation or protection requirement, but not both.

Geography for Policy Applicability

At minimum, policies must apply in all TOC areas. Jurisdictions may choose to apply policies beyond the TOC area(s), which could include the entirety of the jurisdiction (i.e., adopting a jurisdiction-wide policy). Some policies detailed in Appendix A have additional, policy-specific geographic applicability considerations.

Limits on Housing Policies Eligibility to Meet TOC Policy Requirements

As noted in Table 9 and Appendix A, there are two cross-cutting policies that appear in multiple places in the menu of options:

- ***Public/Community Land Trusts*** can be used to meet the requirement for Production or Preservation policies, but not both.
- ***Preventing Displacement from Substandard Conditions and Associated Code Enforcement Activities*** can be used to meet the requirement for Preservation or Protection policies, but not both.

Additionally, three of the Production policy options have overlapping minimum requirements. For these policies, a jurisdiction will only receive credit toward the TOC Policy requirements for one of the overlapping policies and the jurisdiction may elect which policy. As noted in Appendix A, the policies for which this restriction applies are:

- Production Policy 3: Affordable Housing Overlay Zones
- Production Policy 5: Ministerial Approval
- Production Policy 7: Development Certainty and Streamlined Entitlement Process

References to State Laws

In some cases, the descriptions of housing policy options included in the TOC Policy refer to existing state laws. The laws listed may not represent all laws that are relevant to the policy topic. MTC may adjust the requirements for complying with the TOC Policy over time in response to any changes to state law.

Policy Options Requiring Funding Commitments

Several of the affordable housing policy options require a specified financial commitment from a local jurisdiction. The minimum financial commitments reflect the fact that an effective housing program will have minimum staffing and related costs, below which meaningful impact is unlikely. The policy options that require a funding commitment are:

- Production Policy 2: Affordable Housing Funding
- Production Policy 6: Public/Community Land Trusts
- Preservation Policy 1: Funding to Preserve Unsubsidized Affordable Housing
- Preservation Policy 5: Public/Community Land Trusts
- Preservation Policy 6: Funding to Support Preservation Capacity
- Preservation Policy 8: Preventing Displacement from Substandard Conditions and Associated Code Enforcement Activities (if choosing the option to create a loan/grant program for low-income homeowners)
- Protection Policy 3: Legal Assistance for Tenants
- Protection Policy 4: Foreclosure Assistance
- Protection Policy 5: Rental Assistance Program
- Protection Policy 7: Preventing Displacement from Substandard Conditions and Associated Code Enforcement Activities (if choosing the option to create a loan/grant program for landlords)
- Protection Policy 10: Fair Housing Enforcement

Guidelines for Demonstrating Projected Funding Meets Requirements

For any of the policies listed above to comply with the TOC Policy, a jurisdiction must demonstrate it has a program with secured funding above a minimum threshold.[11] The minimum funding thresholds represent a total amount for a four-year period aligning with the relevant four-year OBAG cycle. For jurisdictions seeking TOC Policy

[11] Housing program funds may be considered secured if they are included in a current budget from a source that is expected to continue and where the use of these funds for the program can be reasonably expected to be approved in subsequent years. The subsequent years' funding may require future budget approvals or may be dependent on uncertain but expected revenue sources, so long as there is not a known sunset date or other limit. For bond proceeds or other one-time investments, funding can be considered secured if it will be available for investment at the required level at any point in the four-year planning period, expected to align with the OBAG cycle.

compliance for OBAG 4, the four-year funding period is anticipated to correspond to the years 2026 through 2030. The amount contributed can vary by year as long as the total for the relevant four-year OBAG cycle meets the specified target for the jurisdiction.

MTC understands that projections of future funding may be imprecise, and the expectation is that a jurisdiction will provide a reasonable projection of future funding based on the best information available at the time of submitting compliance documentation to MTC.

Guidelines for Counting Existing Funds or Past Expenditures Toward Requirements

Jurisdictions that have an existing funding balance for a program corresponding to one of the above policy options may count existing funds toward the required total so long as funds are available for expenditure during the relevant four-year OBAG cycle. Jurisdictions that have expended funds for a program corresponding to one of the above policy options prior to submitting final documentation for TOC Policy compliance may count expended funds toward the required total so long as at least one of the following conditions is met:

- The funds are used to support a project or program occurring during the relevant four-year OBAG cycle (e.g., funds are committed to an affordable housing project that will be constructed during the OBAG 4 cycle sometime between 2026 and 2030).

  AND/OR
- The funds are expended after January 1, 2025.

Jurisdiction Tiers for Funding Amounts

In recognition of the variation in Bay Area jurisdictions' housing needs and funding capacity, there are seven different tiers to determine the minimum amount of funding a jurisdiction must provide over a four-year period for each policy option requiring a funding commitment (if that policy is selected by the jurisdiction to meet TOC Policy requirements). The tiers are based on the jurisdiction's combined 2023-2031 RHNA for very low- and low-income units. The tiers, and the associated minimum funding commitment, are shown in **Table 10** below. See **Appendix B.** for a list of the jurisdictions in each Funding Tier.

For the policies in the Protection category, the required funding amount by tier can be split among any two of the four policies, but the jurisdiction will only receive credit for one policy. For example, a Tier A jurisdiction could choose to spend $30,000 on fair housing enforcement and $70,000 on a rental assistance program, for a total of $100,000. Alternatively, the jurisdiction could spend $100,000 on a single policy, such as rental assistance. In either scenario, the jurisdiction would receive credit toward one policy for meeting the $100,000 funding threshold for Protection policies.

Table 10: Minimum 4-Year Funding per Policy by Tier

Tier	***Production*** 2. Affordable Housing Funding, 6. Public/Community Land Trusts	***Preservation*** 1. Funding to Preserve Unsubsidized Affordable Housing, 5. Public/Community Land Trusts	***Protection*** 3. Legal Assistance for Tenants, 4. Foreclosure Assistance, 5. Rental Assistance Program, 10. Fair Housing Enforcement
A	$1,000,000	$500,000	$100,000
B	$1,400,000	$600,000	$200,000
C	$2,000,000	$700,000	
D	$3,000,000	$900,000	$300,000
E	$4,000,000	$1,200,000	
F	$8,000,000	$2,400,000	$400,000
G	$40,000,000	$8,000,000	$1,000,000

Though Preservation Policy 6 (Funding to Support Preservation Capacity) requires a funding commitment, the minimum funding requirement is not a set dollar amount that varies across the tiers listed above. Instead, jurisdictions seeking credit for this policy need to demonstrate their funding programs have secured funding able to support project management staffing for a minimum of four years at approximately 0.5 full-time equivalent (FTE).

Additionally, Preservation Policy 8/Protection Policy 7 (Preventing Displacement from Substandard Conditions and Associated Code Enforcement Activities) have multiple options to achieve compliance, one of which is a loan/grant program for home repairs and addressing habitability issues in rental housing. Though these policy options require the jurisdiction to fund these programs, a minimum funding amount is not specified. However, the option for Preservation Policy 8 requires a minimum loan/grant of $10,000 per low-income homeowner assisted by the program.

Allowable Sources for Policies Requiring Funding

Funding for some of the policy options must be locally generated, while other policy options do not have restrictions on the sources used to fund a program. The following policies representing investments in the physical production and preservation of affordable housing require funding to be locally generated:

- Production Policy 2: Affordable Housing Funding
- Production Policy 6: Public/Community Land Trusts
- Preservation Policy 1: Funding to Preserve Unsubsidized Affordable Housing
- Preservation Policy 5: Public/Community Land Trusts

The following restrictions and guidelines apply when considering whether a funding source counts as “locally generated”:

- Potential local funding sources include commercial linkage fees, housing impact fees (but see note below if the impact fees are part of an inclusionary zoning ordinance), taxes (such as an employee head tax or real estate transfer tax), local bond measures, successor agency funds, business/gross receipts tax on rental property, and general fund allocations.
- Jurisdictions may include county or regional bond funds expended with the jurisdiction’s participation on affordable housing projects within its boundaries.
- Jurisdictions may include grants from philanthropic organizations or private contributions made by businesses or individuals.
- In-kind contributions to developments in the form of fee waivers for building permit fees, impact fees, and other fees can be counted toward the required amount of local affordable housing funding. Staff hours are not eligible for consideration.
- If a jurisdiction is using inclusionary zoning (Production Policy 1) for the TOC Policy’s production requirement, funding generated by collecting in-lieu fees from inclusionary zoning cannot be counted toward the funding minimums. If the jurisdiction has inclusionary zoning but does not use it to satisfy the TOC Policy's affordable housing production requirement, the funding generated by collecting in-lieu fees may be counted.
- Federal and state funding (such as HOME/CDBG or PLHA) that is passed through a jurisdiction is not counted as local funding.

The following policy options representing programmatic investments do not have restrictions on how a program is funded:

- Preservation Policy 6: Funding to Support Preservation Capacity
- Preservation Policy 8: Preventing Displacement from Substandard Conditions and Associated Code Enforcement Activities (if choosing the option to create a loan/grant program for low-income homeowners)
- Protection Policy 3: Legal Assistance for Tenants
- Protection Policy 4: Foreclosure Assistance
- Protection Policy 5: Rental Assistance Program
- Protection Policy 7: Preventing Displacement from Substandard Conditions and Associated Code Enforcement Activities (if choosing the option to create a loan/grant program for landlords)
- Protection Policy 10: Fair Housing Enforcement

Option for Local Jurisdiction Collaboratives to Meet TOC Policy Requirements

MTC will allow implementation of affordable housing and commercial stabilization policies through collaboratives that involve more than one jurisdiction partnering to manage policy implementation. Implementation through a collaborative is intended to reduce administrative costs for local jurisdictions and increase efficiency of program delivery. This option may be particularly beneficial for smaller jurisdictions (those in Tiers A to D above) or medium-sized jurisdictions (those in Tiers E and F above).

Implementing a policy through a collaborative generally does not change the minimum requirements for each participating jurisdiction. However, a jurisdiction can receive a 10 percent reduction in the funding requirement for its individual financial contribution to collaborative implementation. For example, a city that transfers funds to its county to administer a tenant rental assistance program can contribute 10 percent less than the funding threshold in Table 10, as long as the county operates the program in accordance with the standards in Appendix A.

Target Policies for Collaboratives

MTC specifically anticipates that the policies below will benefit from collaborative implementation. However, jurisdictions may use a collaborative to implement any of the affordable housing and commercial stabilization policies, subject to MTC approval.

Production: 2. Affordable Housing Funding and 6. Public/Community Land Trusts.

Preservation: 1. Funding to Preserve Unsubsidized Affordable Housing, 5. Public/Community Land Trusts, 6. Funding to Support Preservation Capacity, and 8. Preventing Displacement from Substandard Conditions and Associated Code Enforcement Activities

Protection: 3. Legal Assistance for Tenants, 4. Foreclosure Assistance, 5. Rental Assistance Program, 7. Preventing Displacement from Substandard Conditions and Associated Code Enforcement Activities, and 10. Fair Housing Enforcement

Commercial Stabilization: 3. Small Business and Nonprofit Financial Assistance Program

Any jurisdiction intending to implement a TOC housing policy through a collaborative must provide MTC with documentation on the roles and responsibilities for the collaborative and jurisdiction, as well as a schedule of expected funding to the collaborative. MTC may request additional information on collaboratives.

Relationship to HCD's Prohousing Program

The California Department of Housing and Community Development has a Prohousing Designation Program that provides incentives to jurisdictions that have policies to support increased housing production. While there are similarities between the requirements for a Prohousing Designation and the TOC Policy, there is not sufficient consistency between the policy options and other requirements for a jurisdiction that has received the Prohousing Designation from HCD to automatically meet TOC Policy requirements for affordable housing production policies.

Table 11 provides information on which Prohousing Designation policies correspond to the affordable housing production policy options for the TOC Policy. If jurisdictions are currently applying for or planning to apply for HCD's Prohousing Designation, they should consider committing to policies in their Prohousing Designation application that would also achieve TOC Policy compliance. Importantly, policies adopted for the Prohousing Designation would also need to meet the minimum requirements detailed in Appendix A of the TOC Policy Administrative Guidance.

Table 11: Overlap Between HCD Prohousing and TOC Policy Affordable Housing Production Policy Options

Affordable Housing Production Policy Options for TOC Policy	***Policy Options for HCD Prohousing Designation***
Production Policy 2: Affordable Housing Funding	Category 4A: Establishment of local housing trust funds
	Category 4E: Directed residual redevelopment funds to affordable housing.
	Category 4F: Development and regular (at least biennial) use of a housing subsidy pool, local or regional trust fund, or other similar funding source.
	Category 4G: Prioritization of local general funds for affordable housing.
Production Policy 3: Affordable Housing Overlay Zones	Category 1D: Density bonus programs which exceed statutory requirements by 10 percent or more.
Production Policy 4: Public Land for Affordable Housing	Category 4C: A comprehensive program that complies with the Surplus Land Act (Gov. Code, § 54220 et seq.) and that makes publicly owned land available for affordable housing, or for multifamily housing projects with the highest feasible percentage of units affordable to lower income households. A qualifying program may utilize mechanisms such as land donations, land sales with significant write-downs, or below-market land leases.
Production Policy 5: Ministerial Approval	Category 2A: Establishment of ministerial approval processes for a variety of housing types, including single-family and multifamily housing.

Affordable Housing Production Policy Options for TOC Policy	***Policy Options for HCD Prohousing Designation***
Production Policy 7: Development Certainty and Streamlined Entitlement Process	Category 2D: Establishment of permit processes that take less than four months.
	Category 2E: Absence or elimination of public hearings for projects consistent with zoning and the general plan.
	Category 2F: Establishment of consolidated or streamlined permit processes that minimize the levels of review and approval required for projects, and that are consistent with zoning regulations and the general plan.
	Category 2L: Limitation on the total number of hearings for any project to three or fewer.

Submitting Required Documentation

For each policy a jurisdiction selects to meet the minimum number required for TOC Policy compliance, the jurisdiction must provide a document or website link that provides the adopted policy or relevant municipal code section. The jurisdiction must also confirm that it meets the minimum requirements established for each policy, which are described in more detail in **Appendix A**. Local jurisdictions must submit all documents electronically.

Section 3: Parking Management

Summary of TOC Policy Requirements

The purpose of the TOC Policy parking management requirements is to further support reducing automobile trips and prioritizing the limited land area near transit for other shared transportation modes and active transportation. Parking management is a key complement to residential and commercial density increases that support higher transit ridership on the region's existing and planned fixed-guideway transit investments.

For compliance with the TOC Policy, MTC will focus on a jurisdiction's compliance with the parking standards (**Table 12**). To support limits on off-street parking for new development, one or more additional policies or programs that address parking management must also be in place. These may be one of the policies or programs listed below under ***Complementary Policies for Parking Management***, or another policy or program aligned with the intent of the parking management requirement. For policies or programs that are not one of those listed below, a jurisdiction must explain how the policy or program addresses parking demand management in the TOC area.

Parking Standards for New Residential or Commercial Development

Off-street vehicle parking standards for new residential or general and neighborhood-serving commercial development (e.g., office, retail, and service businesses) must meet the applicable standards for its Transit Tier listed in **Table 12**, including:

- No minimum automobile parking requirement in most Transit Tiers for new residential or commercial development.[12]
- For parcels on which residential development[13] is allowed:
  - The applicable maximum automobile parking per dwelling unit ratio
  - At least one secure bicycle parking space per dwelling unit.
- For parcels on which commercial development is allowed:
  - The applicable maximum automobile parking per 1,000 square foot ratio.
  - At least one secure bicycle parking space per 5,000 occupied square feet for **commercial office**.
- For parcels on which both residential and commercial development are allowed:
  - The sum of the applicable maximum automobile parking per dwelling unit and the applicable maximum automobile parking per 1,000 square feet.
  - At least the sum of one secure bicycle parking space per dwelling unit plus one secure bicycle parking space per 5,000 occupied square feet for **commercial office**.
- Allow unbundled parking.[14,15]
- Allow shared parking between different land uses.[16]

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[12] The TOC Policy does not have a requirement related to minimum parking for Tier 4 TOC areas. However, jurisdictions must comply with applicable state law prohibiting parking minimums, such as AB 2097.

[13] Residential developments permitted in commercial zones through AB 2011 should follow the applicable TOC standards for residential development, not commercial development.

[14] Unbundling parking means separating the cost of leasing a parking space from the sale or rental price of residential and commercial uses.

[15] For jurisdictions in Alameda County or Santa Clara County, AB 1317 (2023) requires unbundled parking in new residential developments with 16 or more units that are issued a certificated of occupancy after January 1, 2025. See California Civil Code Section 1947.1 for more information.

[16] AB 894 (2023) requires jurisdictions to allow entities with underutilized parking to share their underutilized parking spaces with the public, local agencies, or other entities, if those entities submit a shared parking agreement. See California Government Code Section 65863.1 for more information.

Table 12: TOC Policy Parking Management Requirements

Level of Transit Service	***New Residential Development***	***New Commercial Development***
Tier 1: Rail stations serving regional centers (i.e., Downtown San Francisco, Downtown Oakland, and Downtown San José)	Parking minimum requirements not allowed. Parking maximum of 0.375 spaces per unit or lower.	Parking minimum requirements not allowed. Parking maximum of 0.25 spaces per 1,000 square feet or lower.
Tier 2: Stop/station served by two or more BART lines or BART and Caltrain	Parking minimum requirements not allowed. Parking maximum of 0.5 spaces per unit or lower.	Parking minimum requirements not allowed. Parking maximum of 1.6 spaces per 1,000 square feet or lower.
Tier 3: Stop/station served by one BART line, Caltrain, light rail transit, or bus rapid transit	Parking minimum requirements not allowed. Parking maximum of 1.0 spaces per unit or lower.	Parking minimum requirements not allowed. Parking maximum of 2.5 spaces per 1,000 square feet or lower.
Tier 4: Commuter rail (SMART, ACE, Capitol Corridor, Valley Link) stations, Caltrain stations south of Tamien, or ferry terminals	Parking maximum of 1.5 spaces per unit or lower.	Parking maximum of 4.0 spaces per 1,000 square feet or lower.
All Tiers	Minimum of 1 secure bicycle parking[17] space per dwelling unit.[18]	Minimum of 1 secure bicycle parking space per 5,000 square feet for commercial office.

The TOC Policy's off-street parking standards do not supersede other applicable requirements for parking for people with disabilities that are required by the California Building Code, or other state or federal laws, or off-street parking for deliveries. While not specified in the TOC Policy, in addition to accommodating conventional bicycles in the bicycle parking requirement, bicycle parking spaces should consider specifications that will also accommodate cargo and electric bicycles (e-bikes).

Note Regarding AB 2097 and Minimum Parking Standards

The TOC Policy and AB 2097 have similar provisions with respect to parking minimums. Broadly speaking, AB 2097 prohibits a public agency from imposing or enforcing parking minimums on any residential, commercial, or other development project located within a ½-mile of a major transit stop. For the purposes of TOC Policy compliance,

[17] Secure bicycle parking should follow the Association of Pedestrian and Bicycle Professionals' ***Essentials of Bike Parking Guidelines*** as well as HCD's forthcoming update to the California Green Building Standards Code, per AB 2863 (2022).

[18] For a single building with more than 100 units, the jurisdiction can apply a ratio of one secure bicycle parking space for every four units to the number of units above 100. For example, a 140-unit building would need 110 bicycle parking spaces (100 + 0.25*40).

MTC staff will defer to local jurisdictions' interpretation of applicable state law (i.e., Government Code Section 65863.2) to determine which parcels are subject to the TOC Policy's parking management requirements. In other words, the parcels in a TOC area that a jurisdiction has determined are subject to Government Code Section 65863.2 must also meet the parking management requirements described in Table 12 above.

AB 2097 has an exemption process where a jurisdiction can impose minimum parking standards. For TOC Policy compliance, MTC encourages, but does not require, jurisdictions to forgo this exemption process.

Complementary Policies for Parking Management

In addition to complying with the off-street parking standards, a jurisdiction must adopt at least one of the policies or programs from MTC/ABAG's Parking Policy Playbook listed below to address transportation demand management (TDM) and curb management in TOC areas that complement the Policy's required parking standards:

- **TDM Policy for New Development**: require provision and enforcement of transportation demand management (TDM).
- **Curb Strategy/Management**: Priority curb access based on variable need.
- **Parking Benefit District (PBD)**: Invest parking revenues into a PBD to fund streetscape, safety, and TDM programs.
- **Demand-Responsive Pricing**: Price parking according to level of convenience and demand.
- **Priced Parking**: Adding priced parking where it used to be free.

TDM and curb-management policies or programs may apply to either the TOC area or jurisdiction-wide.

Submitting Required Documentation

Parking Standards for New Residential or Commercial Development

A jurisdiction must document its off-street parking requirements for new residential and commercial uses and its requirements for secure bicycle parking for new multifamily residential and office development in locations subject to the TOC Policy, including the citation for the municipal code or ordinance codifying such requirements.

Vehicle Minimum Parking Standards

A jurisdiction has three options for meeting the TOC Policy's requirement related to minimum parking standards:

1. **Confirmation of Compliance with AB 2097:** Local jurisdiction staff can attest that their jurisdiction complies with AB 2097. A jurisdiction that complies with AB 2097 is deemed in compliance with the TOC Policy's requirement related to minimum parking standards.

2. **Resolution of Compliance with AB 2097**: A jurisdiction is encouraged, but not required, to pass a resolution confirming compliance with AB 2097 and stating it will not seek exemptions from AB 2097 for Tier 1, Tier 2, and Tier 3 TOC areas.[19]
3. **Ordinance to Remove Parking Minimums**: A jurisdiction may adopt an ordinance that removes parking minimum requirements for Tier 1, Tier 2, and Tier 3 TOC areas. This prohibition could also be incorporated into an overlay zone or changes to the jurisdiction's use table or chapter that is adopted to address the TOC Policy's parking maximums (see below).

Vehicle Maximum Parking Standards

A jurisdiction must show that its adopted parking maximums cover at least the ½-mile TOC area (if the policy does not apply jurisdiction-wide) and meet the TOC Policy's standards for the TOC area's transit tier. If the jurisdiction's parking maximums are not expressed as parking spaces per unit (e.g., instead there are parking maximums per bedroom), a jurisdiction may propose an alternative method of demonstrating compliance subject to MTC staff approval. This alternative method may include, but is not limited to, proposing an equivalency calculation that translates the local maximum into spaces per unit.

There are two approaches for meeting the TOC Policy's maximum parking standards:

1. **Adopt an overlay zone or updates to a parking use table or chapter:** A jurisdiction must have an adopted policy that includes parking maximums for residential and commercial uses that meet TOC standards and that clearly defines the geography to which the standards apply. Defining the geography and maximum parking standards can be done by creating an overlay zone or by amending the jurisdiction's parking use table or chapter for development within TOC areas. As the TOC Policy parking maximums vary based on a TOC area's transit tier, a jurisdiction with multiple TOC areas may need to specify several combinations of geography/parking maximums. Optionally, a jurisdiction may choose to include language that removes parking minimum requirements for Tier 1, Tier 2, and Tier 3 TOC areas (as described in Option 3, above).

   A local jurisdiction must provide municipal code citations for the adopted overlay zone or parking use table/chapter that clearly demonstrate that the vehicle parking maximums for residential and commercial uses meet TOC thresholds for the TOC area's transit tier and that those standards apply to, at minimum, the entire ½-mile TOC area.

2. **Adopt a parking district, station area cap or other methods that limit parking:** Standards may apply to individual projects or may be met through the creation of a parking district that provides shared vehicle parking for multiple land

[19] Per TOC policy, a jurisdiction may require parking minimums in Tier 4 TOC areas.

uses within an area. For example, a specific or area plan may determine an overall total amount of new, off-street parking that may be constructed in the area. Some development projects may provide more off-street parking, while others may provide less off-street parking, or parking may be shared between multiple new uses. In such cases, the total amount of new off-street parking to be built should be equivalent to or less than the TOC Policy's parking standards.

For parking districts or other types of area-wide approaches to parking management, a jurisdiction must provide any relevant plans or policies as well as calculations showing the approach will result in creation of the same or less new off-street parking than the TOC Policy's parking maximum requirements. The calculations could use assumptions about future buildout (e.g., from a recently completed plan and/or EIR) and the parking permitted in the district to allow for a comparison to the TOC Policy parking maximum requirements.

Minimum Bicycle Parking Standards

A local jurisdiction must provide municipal code citations for an adopted overlay zone or parking use table/chapter that clearly demonstrate that the minimum bicycle parking standards for residential and commercial uses meet TOC thresholds for, at minimum, the entire ½-mile TOC area.

Unbundled and Shared Parking

For unbundled and shared parking, a local jurisdiction must document and provide citations for the adopted plans, policies, and/or municipal code or ordinance allowing unbundled and shared parking. Further detail on unbundled and shared parking is provided in the MTC/ABAG Parking Policy Playbook.

Complementary Policies for Parking Management

A local jurisdiction must also document and provide citations for the adopted plans, policies, and/or municipal code or ordinance for one or more of the policies or programs from the MTC/ABAG Parking Policy Playbook listed above that apply either to the geographic area where the TOC Policy applies or jurisdiction-wide.

Available Resources for Parking Management
The MTC/ABAG Parking Policy Playbook provides detailed guidance and practical tools, such as sample policy language, about how to implement policy changes related to parking, transportation demand management (TDM), and curb management.

Section 4: Station Access and Circulation

Summary of TOC Policy Requirements

In coordination with transit agencies and other mobility service providers, community members, and other stakeholders, a jurisdiction must complete the following in all TOC areas:

- **Adopt a jurisdiction-wide Complete Streets Policy.**
- **Prioritize implementation of "All Ages and Abilities" active transportation projects on the regional Active Transportation Network, as stated in the MTC Complete Streets Policy[20] and/or any relevant Community Based Transportation Plans** within the TOC area in its capital improvement program (CIP) or other adopted plan or program that lists the jurisdiction's funding and implementation priorities.
- **Complete an access gap analysis and accompanying capital and/or service improvement program for station access** from destinations within a 10-minute travel time (accounting for differences in travel speed and time for people who use wheelchairs or other mobility aids), and 15-minute bicycle or bus/shuttle trip either as a separate study or analysis or as part of a specific or area plan, active transportation plan, transit agency station access plan, or other transportation plan or study that, at a minimum, includes the following:
    - The geographic area that can currently be accessed via a 10- or 15-minute trip by these modes,[21] with particular focus on access to Equity Priority Communities and other significant origins and/or destinations.
    - Infrastructure and/or service improvements that would expand the geographic area that can be accessed via a 10- or 15-minute trip by these modes.
    - Incorporation of recommended improvements into a capital improvement or service plan for the local jurisdiction and/or transit agency (if applicable).
- **As all TOC areas are also MTC Mobility Hub locations, identify opportunities for Mobility Hub planning and implementation as described in the Mobility Hub Implementation Playbook.** For transit lines where stops or stations are more closely spaced (e.g., less than ½-mile apart) such as light rail or bus rapid transit facilities, planning and implementation for Mobility Hubs may be done on a corridor-wide basis rather than for each individual stop or station. Additionally, recognizing that not all light rail or bus rapid transit stops/stations will receive enhancement treatments, locations that are transfer points for at least two different transit systems or major activity centers should be the focus.

[20] See MTC Resolution No. 4493.
[21] This generally equates to a 0.5-mile walk shed and 1.5-mile bike shed.

Submitting Required Documentation

Complete Streets:

A jurisdiction with an adopted Complete Streets (CS) Policy is considered compliant for the complete streets policy requirement. MTC has documented jurisdiction CS Policies through its One Bay Area Grant (OBAG) Program, most recently compiled in 2015. If a jurisdiction has updated its CS Policy since 2015, it should submit or include a link to the updated CS Policy.

A jurisdiction submitting a transportation project for regional funding that is located in the public right of way must be compliant with MTC's updated Complete Streets Policy, Resolution 4493. This requires the submission of a Complete Streets Checklist.

Project Prioritization/Implementation:

To demonstrate that it has prioritized implementation of active transportation projects and/or projects from MTC's Community-Based Transportation Planning Program within the TOC area, a jurisdiction must submit at least one of the following:

- Capital Improvement Program with relevant projects identified.
- Projects funded or submitted for funding (e.g., OBAG, ATP, etc.) within the past five years.
- Other funding or implementation plans that include relevant projects.

Access Gap Analysis:

To demonstrate that it has completed analysis or planning with a focus on improving 10- to 15-minute access to/from the TOC area (and connecting to Equity Priority Communities, if applicable), emphasizing capital or service improvements, a jurisdiction must submit at least one of the following:

- Adopted PDA, Specific, Precise or Area plan(s) that include a station access or circulation element (submit access/circulation element only, or include link to adopted plan with specific page numbers that reference access/circulation element).
- Transit agency station access plans.

However, if these plans have not been completed for the TOC area, a jurisdiction may submit:

- Adopted active transportation, bicycle or pedestrian plan(s) that include recommended access improvements to/from the TOC area.
- Applicable sections of General Plan Circulation Element that highlight specific elements that guide or inform station access improvements.

Jurisdiction-wide or county-wide documents such as active transportation, bicycle, pedestrian plans or General Plan Circulation Elements may only be submitted as evidence of compliance if they include details for specific improvements within the TOC area and should be noted upon submittal. MTC staff will work with local jurisdictions to streamline the process for verifying compliance in locations with overlapping TOC areas.

Mobility Hubs:

To comply with the Mobility Hub planning and implementation requirement, jurisdictions must submit any current plans or projects that enhance the TOC area as a community anchor enabling travelers of all backgrounds and abilities to access transit and other forms of shared transportation. Enhancements may include (but are not limited to) safety improvements, bike parking, electric charging infrastructure (bikes, scooters, carshare), public realm improvements (e.g., lighting, green infrastructure), information improvements (e.g., wayfinding, real-time information) or any other active transportation access improvements within the TOC area.

If the documents submitted to comply with the access requirements listed above contain plans for or implement these enhancements, they must be specifically noted to comply with this Mobility Hubs requirement; **OR**

List any current or prior funding application for MTC's Mobility Hub Program for the TOC area. Include the date of application submission.

MTC staff will work with local jurisdictions to streamline the process for verifying compliance in locations with overlapping TOC areas.

Available Resources for Station Access and Circulation

Complete Streets and Active Transportation

- MTC's Complete Streets webpage
- MTC's Regional Active Transportation Plan webpage
- MTC's Community-Based Transportation Plans webpage

Access Gap Analyses

- San Mateo Transit-Oriented Development Pedestrian Access Plan
- Irvington Station Area Plan, Access & Mobility Chapter
- Berkeley El Cerrito Corridor Access Plan

Mobility Hubs

- MTC's Mobility Hubs webpage
- MTC's Mobility Hubs Technical Assistance webpage

Appendix A: TOC Policy Housing and Commercial Stabilization Policy Requirements

Affordable housing policies are typically designed for specific income groups. MTC recognizes that different income and rent limits are imposed by different state and federal programs, and it is not the intent of the TOC Policy to create new requirements. This document generally refers to policies intended to target "lower-income" and/or "moderate-income" households. For reference, state law (Health and Safety Code, section 50079.5) defines "lower-income" as households earning less than 80% of Area Median Income (AMI), and state law (Health and Safety Code, section 50093) defines "moderate-income" as households earning between 80% and 120% of AMI. Where the TOC Policy or this document discuss policies serving lower-income households, jurisdictions are free to design policies that serve any income group earning less than 80% of AMI, including very low-income (30% to 50% of AMI) and extremely low-income (0% to 30% of AMI) households. Similarly, policies serving lower- and moderate-income households can serve any income group below 120% of AMI.

I. Affordable Housing Production Policy Options

To comply with the TOC Policy, a jurisdiction must adopt **at least two** of the affordable housing production policies listed below:

- Production Policy 1: Inclusionary Zoning
- Production Policy 2: Affordable Housing Funding
- Production Policy 3: Affordable Housing Overlay Zones
- Production Policy 4: Public Land for Affordable Housing
- Production Policy 5: Ministerial Approval
- Production Policy 6: Public/Community Land Trusts ***(This policy may fulfill either the housing production or preservation requirement, but not both.)***
- Production Policy 7: Development Certainty and Streamlined Entitlement Process.

A jurisdiction may meet the requirements with existing adopted policies, or as needed, adopt new policies by the TOC Policy compliance deadline. At minimum, policies must apply in TOC areas. Jurisdictions may choose to apply policies beyond the TOC area(s), which could include the entirety of the jurisdiction (i.e., adopting a jurisdiction-wide policy). See Section 2 of the guidance document for more information about these requirements.

Production Policy 1: Inclusionary Zoning

Description from TOC Policy Resolution: Requires that 15% of units in new residential development projects above a certain number of units be deed-restricted affordable to low-income[1] households. A lower percentage may be adopted if it can be demonstrated by a satisfactory financial feasibility analysis that a 15% requirement is not feasible.

Purpose

Inclusionary zoning requires new residential construction projects to contribute to a jurisdiction's affordable housing stock. Inclusionary zoning can enable jurisdictions to leverage private dollars for affordable housing, bringing affordable units online faster and in greater numbers than relying exclusively on public funding streams. Inclusionary zoning also helps ensure new affordable housing units are developed in the same neighborhoods as new market-rate development, furthering the goal of economic integration.

Typically, a city or county will adopt an inclusionary zoning policy to both add more affordable homes to its inventory and ensure lower-income households can live in high-opportunity neighborhoods where they would otherwise be priced out. Inclusionary zoning can be a method to address historic patterns of exclusion and segregation by ensuring housing is available for lower-wage workers, guarding against concentrations of poverty and affluence, and making it possible for lower-income households to live in higher-resource neighborhoods. An effective inclusionary zoning policy will establish affordability requirements and standards for affordable units, as well as provide incentives and compliance alternatives for developers.

Relevant State Law

AB 1505 (2017)

AB 1505 (2017) outlines state requirements for a jurisdiction's inclusionary zoning ordinance. The law requires jurisdictions to allow alternative means to comply with requirements, such as in-lieu fees, building affordable units off-site, or dedicating land for the construction of affordable housing. Under certain circumstances, the law also allows HCD to review a local ordinance that requires more than 15% affordable units.[2]

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's inclusionary zoning policy must meet the following minimum requirements:

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[1] In some contexts, state and federal agencies use the term "low-income" to refer to the more specific category of households earning between 50% of AMI and 80% of AMI. However, the use of the term "low-income households" in MTC Resolution No. 4530 is assumed to be synonymous with the broader category of "lower-income," or all households below 80% of AMI.

[2] For more information about Assembly Bill (AB) 1505 (2017) and the state legal framework governing inclusionary zoning policies, see ***this memorandum prepared by the Public Interest Law Project***.

- The policy must apply to newly constructed residential or mixed-use residential projects. The policy must apply to ownership and rental units.
- The policy may exempt properties with fewer than 11 units, student housing, 100% affordable housing, senior housing, or other special housing types.
- The policy must require at least 15% of units be deed-restricted affordable housing units.
- For rental units, the policy's affordability requirements must require the income mix of affordable units to average out to 80% of AMI or less, with no affordable rental units available to households above 120% of AMI. For ownership units, the policy's affordability requirements must require the income mix of affordable units to average out to 120% of AMI or less, with no affordable ownership units available to households above 150% of AMI. Jurisdictions should require deeper levels of affordability where feasible or through offering additional incentives.
- The policy may require less than 15% affordable units if:
    - The jurisdiction provides an analysis showing that an alternative requirement is economically equivalent to the 15% standard (for example, a policy that required fewer units at a deeper affordability level, such as 10% of units affordable to households earning less than 50% of AMI).

      OR
    - A financial feasibility analysis (completed within 24 months of the date that inclusionary zoning policy was adopted) found that a 15% requirement was not feasible.
- The policy may require more than 15% affordable units.[3]
- Affordable units must have recorded documents that set binding maximum rent or price restrictions to ensure affordability. These requirements must restrict rents and sales prices to affordable levels as defined by the rules of any applicable state or federal affordable housing program. These restrictions must also ensure affordability for at least 55 years for rental housing or at least 45 years for ownership housing.
- Per state law, inclusionary zoning must allow for alternative means of compliance (e.g., paying in-lieu fees to support affordable housing development, building affordable units off-site, or dedicating land for the construction of affordable housing). For compliance with the TOC Policy, a jurisdiction with an in-lieu fee that typically results in a payment of less than $100,000 per affordable unit, must provide a justification for why the fee will result in at least as many restricted affordable housing units as would be required of a project providing onsite units.

[3] State Law (AB 1550) allows HCD to request a feasibility study for requirements greater than 15%, but does not require that such a feasibility study be completed prior to adoption of the ordinance.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit:

- If the inclusionary zoning policy requires less than 15% affordable units, an analysis showing economic equivalency of the alternative standard (e.g., fewer units at deeper levels of affordability) or a financial feasibility analysis showing a 15% requirement is not feasible for the jurisdiction's local market conditions. MTC has developed a spreadsheet illustrating the analysis of economic equivalency. Jurisdictions may fill in the template spreadsheet or create/commission a comparable analysis to show that the jurisdiction's requirements are comparable to the cost of providing 15% of rental units affordable to 80% of AMI and/or 15% or ownership units to 120% of AMI.
- If the policy allows payment of an in-lieu fee, documentation (e.g., municipal ordinance citation or program guidelines) demonstrating that the fee will typically exceed $100,000 per required onsite affordable unit. MTC has developed a spreadsheet to help determine whether an in-lieu fee is equivalent to at least $100,000 per require onsite affordable unit. If the in-lieu fee paid per affordable unit is typically less than $100,000, the jurisdiction must provide an analysis showing the in-lieu fee will be sufficient to produce at least as many restricted affordable housing units as the number that would have been required for onsite compliance.
- A management plan that outlines procedures for annual monitoring to ensure residents are income-eligible and rents are consistent with program guidelines.

Production Policy 2: Affordable Housing Funding

Description from TOC Policy Resolution: Dedicated local funding for production of deed-restricted affordable housing.

Purpose

Dedicated, ongoing funding provided by local jurisdictions for the creation of deed-restricted affordable housing is a central piece of a comprehensive and inclusive affordable housing strategy. In addition to helping to make projects financially feasible, local financial support is a critical factor in securing outside subsidy. Without local funding, it can be difficult for projects to compete for the necessary state and federal funding. These funds are often collected into a housing trust fund or other dedicated account to be dispersed as subsidies and/or low-cost loans to developers. Effective affordable housing funding programs will pool and disperse funds, which are made available to developers through a single application process.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's affordable housing funding program must meet the following minimum requirements:

- The jurisdiction must have a program with secured funding[4] that provides ongoing allocations to the program at or above the level identified in Appendix B. The amount contributed can vary by year as long as the total for the relevant four-year OBAG cycle meets the specified target for the jurisdiction.
- Funding must be locally generated.
    - Potential local funding sources include commercial linkage fees and housing impact fees, taxes (such as an employee head tax or real estate transfer tax), local bond measures, successor agency funds, business/gross receipts tax on rental property, and general fund allocations.
    - Jurisdictions may include county or regional bond funds expended with the jurisdiction's participation on affordable housing projects within its boundaries.
    - Jurisdictions may include grants from philanthropic organizations or private contributions made by businesses or individuals.
    - In-kind contributions to developments in the form of fee waivers for building permit fees, impact fees, and other fees can also be counted toward the required amount of local affordable housing funding. Staff hours are not eligible for consideration.
    - If a jurisdiction is also using inclusionary zoning (Production Policy 1) for the TOC Policy's production requirement, funding generated by collecting in-lieu fees from inclusionary zoning cannot be counted toward the funding minimums required for this affordable housing funding policy (Production Policy 2). If the jurisdiction has inclusionary zoning but does not use it to satisfy the TOC Policy's affordable housing production requirement, the funding generated by collecting in-lieu fees may be counted towards satisfying Production Policy 2.
    - **NOTE:** Federal and state funding (such as HOME/CDBG or PLHA) that is passed through a jurisdiction is **not** counted as local funding.
- Jurisdictions that have an existing balance in a housing funding program when submitting final documentation for TOC Policy compliance may count existing funds toward the required total so long as funds are available for expenditure during the four-year planning period (anticipated to align with the OBAG cycle).
- Jurisdictions that have committed affordable housing funds prior to submitting final documentation for TOC Policy compliance may count expended funds

[4] Secured Funding: Housing program funds may be considered secured if they are included in a current budget from a source that is expected to continue and where the use of these funds for the program can be reasonably expected to be approved in subsequent years. The subsequent years' funding may require future budget approvals or may be dependent on uncertain but expected revenue sources, so long as there is not a known sunset date or other limit. For bond proceeds or other one-time investments, funding can be considered secured if it will be available for investment at the required level at any point in the four-year planning period, expected to align with the OBAG cycle.

toward the required total so long as at least one of the following conditions is met:

  - The funds are used to support a project or program occurring during the relevant four-year OBAG cycle (e.g., funds are committed to an affordable housing project that will be constructed during the OBAG 4 cycle sometime between 2026 and 2030).

    AND/OR

  - The funds are expended after January 1, 2025.

- The program must establish a standard set of financing terms, including affordability requirements. The program's affordability requirements must define affordable units as rental housing available to lower-income households earning 80% of AMI or less, and ownership housing to lower- and moderate-income households earning 120% of AMI or less. Jurisdictions should incentivize deeper levels of affordability where feasible or through offering additional incentives.
- Affordable units must have recorded documents that set binding maximum rent or price restrictions to ensure affordability. These requirements must restrict rents and sales prices to affordable levels as defined by the rules of any applicable state or federal affordable housing program. These restrictions must also ensure affordability for at least 55 years for rental housing and at least 45 years for ownership housing.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit:

- A copy of the program's financing terms if they are not included in an ordinance or other documents establishing the program. Financing terms must indicate the income limits/affordability levels and required affordability period, and the terms must identify a legal mechanism for enforcement of affordable housing requirements (e.g., deed restriction, regulatory agreement, etc.).
- Documents demonstrating the jurisdiction has secured funding that meets the minimum requirements for being considered "secured."
- A schedule of expected funding allocated to the program over the four-year period. MTC understands that projections of future funding may be imprecise, and the expectation is that a jurisdiction will provide a reasonable projection of future funding based on the best information available at the time of submitting compliance documentation to MTC. At the end of the four-year planning period (expected to align with the OBAG cycle), MTC will expect documentation of actual funding received by the program and invested in projects, which may differ from initial projections.

Production Policy 3: Affordable Housing Overlay Zones

Description from TOC Policy Resolution: Area-specific incentives, such as density bonuses and streamlined environmental review, for development projects that include at least 15% of units as deed-restricted affordable housing; exceeds any jurisdiction-wide inclusionary requirements or benefits from state density bonus.

Purpose

Changes to local land use law and other regulatory reforms can both enable and incentivize the construction of affordable housing. Zoning incentives can increase the cost-effectiveness of building affordable homes. An Affordable Housing Overlay Zone (AHOZ) is a general term reflecting a variety of potential approaches that provide a package of incentives to developers who include units in their projects that are affordable to lower-income households. They are called "overlay" zones because they layer on top of established base zoning regulations, offering additional benefits to projects that increase the supply of affordable homes. AHOZ incentives may include increased density, relaxed height limits, reduced parking requirements, fast-tracked permitting, and exemptions from mixed-use requirements.

AHOZs are a mechanism through which cities can incentivize affordable housing development to specific zones. In addition, jurisdictions can expedite the approval and permit processes for affordable housing projects. Unlike inclusionary zoning policies that ***require*** either the building of affordable housing or the payment of an in-lieu fee, AHOZs are ***optional*** and incentive-based, offering developers key concessions in exchange for producing affordable housing. An effective AHOZ policy will provide meaningful incentives to projects that provide affordable housing and establish minimum affordability requirements at levels that reflect the jurisdiction's need.

Relevant State Laws

State Density Bonus Law

State law (California Government Code Chapter 4.3 Density Bonuses and Other Incentives) dictates that a developer who meets certain requirements is entitled to a density bonus, including up to a 50% increase in density depending on the amount of affordable housing provided, and an 80% increase for completely affordable projects. This law includes incentives such as reduced parking requirements and concessions for reduced setbacks and minimum square footage requirements.[5]

SB 35 (2017) and SB 423 (2023)

SB 35 (2017) dictates that a developer can request a streamlined, ministerial approval process for multifamily developments which include specified levels of affordable

[5] For more information, including the full density bonus chart that outlines the percentage density bonus given for each level of affordability, see this guide on state Density Bonus Law prepared by Meyers Nave Legal Services.

housing in jurisdictions that have not met their prorated Regional Housing Needs Allocation (RHNA). Projects that comply with the jurisdiction's objective design standards and existing zoning are exempt from California Environmental Quality Act (CEQA) review and public hearings. Depending on the number of units, the timeline for determining eligibility is either 60 or 90 days and the final decision must be issued between 90 and 180 days from application submittal.[6]

SB 423 (2023) extends SB 35's streamlined, ministerial approval process for qualifying multifamily developments until January 1, 2036. SB 423 also expands some provisions of SB 35, such as applying SB 35 to previously exempted coastal zone areas that are already zoned for housing.

Requirements for TOC Policy Compliance

Note: Production Policy 3 (Affordable Housing Overlay Zones), Production Policy 5 (Ministerial Approval), and Production Policy 7 (Development Certainty and Streamlined Entitlement Process) are related and contain overlapping requirements. As a result, jurisdictions may only count one of these policies for the purpose of TOC compliance for production policies.

To comply with the TOC Policy, a jurisdiction's AHOZ policy must meet the following minimum requirements:

- The AHOZ policy must offer incentives for projects with at least 15% affordable housing. The policy's required share of affordable units must exceed any jurisdiction-wide inclusionary zoning requirements and what is otherwise incentivized by state law for any given income category. The policy could incentivize any higher proportion of affordable housing up to and including 100% (e.g., only provide incentives to 100% affordable projects).
- To incentivize greater shares of affordability than otherwise incentivized by State Law, the AHOZ policy must provide qualifying projects with greater development potential in the form of:
    - Density bonus: the policy must offset greater affordability with residential density greater than what is available under the state Density Bonus Law.
    - Additional "concessions" or "incentives": the policy must provide qualifying projects with at least one additional "concession" or "incentive" than what is already available under the state Density Bonus Law. Incentives or concessions could include ministerial approval, some other form of streamlining, or modifications to other planning code requirements. Incentives and concessions must result in an actual and identifiable cost reduction for the project.

[6] For more information, see this fact sheet on Senate Bill 35 prepared by the City of San Leandro.

- The policy's affordability requirements must define affordable units as rental housing available to lower-income households earning 80% of AMI or less, and ownership housing to lower- and moderate-income households earning 120% of AMI or less. Jurisdictions should require deeper levels of affordability where feasible or through offering additional incentives.
- Affordable units must have recorded documents that set binding maximum rent and price restrictions to ensure affordability. These requirements must restrict rents and sales prices to affordable levels as defined by the rules of any applicable state or federal affordable housing program. These restrictions must also ensure affordability for at least 55 years for rental housing and at least 45 years for ownership housing.

Production Policy 4: Public Land for Affordable Housing

Description from TOC Policy Resolution: Policies to prioritize the reuse of publicly owned land for affordable and mixed-income housing that go beyond existing state law, typically accompanied by prioritization of available funding for projects on these sites.

Purpose

High land costs can make it difficult to create new affordable housing for low- or moderate-income households, particularly in high-value, amenity-rich locations. Local jurisdictions can help overcome this obstacle by identifying public property (including surplus government agency property and tax delinquent/seized property) that can be repurposed for residential use and making it available to developers who commit to creating and maintaining ongoing affordability.[7] Utilizing public land can increase feasibility for developing affordable housing. Jurisdictions may donate land; sell land at a deep discount; or transfer land using a below-market, long-term ground lease to affordable housing developers or community land trusts. Jurisdictions can also incentivize the use of public land for affordable housing through zoning, fee waivers, and/or permit streamlining. This policy tool can be used effectively in all communities and is particularly important in communities where vacant land appropriate for residential use is scarce. Effective actions to prioritize the reuse of publicly owned land for affordable housing will include creating an inventory of publicly owned sites, noticing practices aimed towards maximizing affordable housing development, and collaboration with other public agencies.

Relevant State Law

Surplus Lands Act

The Surplus Lands Act (Government Code Sections 54220 – 54234) requires local agencies to make findings that property is either surplus or exempt surplus land before disposing of it. If the property is not exempt, the local agency must provide written

[7] For more information, see the brief "Use of publicly owned property for affordable housing" prepared by Local Housing Solutions.

notice to housing developers to give them the first chance to purchase and develop surplus agency-owned land for affordable housing. If one of these interested parties purchases the land, then at least 25% of units developed must be affordable. However, if 90 days pass without reaching an agreement with one of these interested parties, then the affordability requirement for whatever development occurs on the land is 15% if 10 or more residential units are developed. The Surplus Land Act also includes penalties for local agencies that violate the Act when disposing of surplus lands.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction must meet the following minimum requirements for prioritizing the reuse of publicly owned land for affordable housing:

- The jurisdiction must have a program or policy in the Housing Element that describes the redevelopment of publicly owned land for affordable housing and aligns with the other requirements described below.
    - In the absence of a Housing Element policy/program, the jurisdiction must adopt a public lands policy that includes a set of principles and standards for planning, leasing, and disposing of publicly owned land, as well as a program of implementation actions.
- The jurisdiction must provide evidence of a recent, ongoing, or planned housing development project on a public land site that meets the requirements of this policy. Though jurisdictions should prioritize affordable housing development on public land within the TOC area, a public lands project does not need to be within the TOC area to receive credit toward TOC Policy compliance.
    - If the jurisdiction does not have an ongoing or planned public lands project, staff must demonstrate that at least one publicly owned parcel in the jurisdiction has been deemed suitable for affordable housing development.
- If the recent, ongoing, or planned housing development project on a public land site is not on land owned by the jurisdiction, the jurisdiction must provide evidence of financial support for the project. Financial support could be a grant/loan to the project or an in-kind contribution in the form of waivers for building permit fees, impact fees, and other fees. At their discretion, MTC staff may allow a jurisdiction to count a non-monetary benefit provided to a project in lieu of financial support.
- For both rental and ownership projects, eligible developments on publicly owned land must exceed the Surplus Lands Act requirement to have at least 25% of units affordable to lower-income households earning 80% of AMI or less. Additional affordable units beyond the 25% for lower-income households can target both lower- and moderate-income households earning up to 120% of AMI. Jurisdictions should require higher percentages of affordable units and/or deeper levels of affordability where feasible or through offering additional incentives.
- Affordable units must have recorded documents that set binding maximum rent or price restrictions to ensure affordability. These requirements must restrict rents

and sales prices to affordable levels as defined by the rules of any applicable state or federal affordable housing program. These restrictions must also ensure affordability for at least 55 years for rental housing and at least 45 years for ownership housing.

- Building on its Housing Element sites inventory and supplementary data provided by MTC/ABAG (if needed), the jurisdiction must create a comprehensive inventory of publicly owned sites to identify opportunities to produce affordable or mixed-income housing. The site inventory must include both land that qualifies as "surplus" under the Surplus Lands Act and other currently underutilized sites owned by the jurisdiction and other public agencies (e.g., state, county, and local agencies, as well as other public entities such as school districts).
- The jurisdiction must demonstrate it has dedicated staff or consultant time for monitoring and advancing the public lands program, including periodic review and evaluation of the inventory of publicly owned sites suitable for affordable housing development, outreach to affordable housing developers, and updates to City Council/Board of Supervisors.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit:

- A site inventory that meets the requirements described above.
- At least one of the following:
  - Documentation of a Housing Element policy/program for public land redevelopment that meets the standards described above.

    OR
  - An adopted public lands policy that meets the requirements described above.
- Evidence (such as an RFQ/RFP) of a recent, ongoing, or planned housing development project on public lands that meets the standards outlined above.
  - In the absence of an ongoing or planned public lands project, evidence that the jurisdiction has at least one publicly owned land site suitable for affordable housing development.
- Documentation of dedicated staff or consultant for monitoring and advancing the public lands program or project, including anticipated full-time equivalent (FTE).

Production Policy 5: Ministerial Approval

Description from TOC Policy Resolution: Grant ministerial approval of residential developments that include, at a minimum, 15% affordable units if projects have 11 or more units, or that exceed inclusionary or density bonus affordability requirements and do not exceed 0.5 parking spaces per unit.

Purpose

"Ministerial approval" means a process for development approval involving little or no subjective judgment by a public official or commission. A public agency or commission merely ensures the proposed development meets all the objective zoning standards, objective subdivision standards, and objective design review standards in effect at the time the application is submitted to the local government. Developments under ministerial approval are exempt from the California Environmental Quality Act (CEQA), which eliminates the costs and time for environmental review.[8] An effective ministerial approval policy will significantly reduce the turnaround time of housing projects by expediting the approval process, reduce development risk by providing more certainty in the approval process, and thereby lead to faster construction of housing with decreased carrying costs.

Relevant State Laws

SB 35 (2017) and SB 423 (2023)

Jurisdictions that have not met their pro-rated Regional Housing Needs Allocation (RHNA) targets must offer a streamlined (ministerial) approval process for multi-family developments per SB 35. The ministerial approval process applies to infill developments that comply with existing residential and mixed-use zoning and objective design standards. Affordability requirements vary depending on the jurisdiction's progress in meeting its RHNA targets or the submittal status of its Annual Progress Report. Developments of 10 units or fewer are not subject to the affordability requirements. Furthermore, jurisdictions cannot impose parking standards on developments within 0.5 miles of transit and other circumstances. While SB 35 only applies to jurisdictions that have not met their RHNA targets and for infill projects, language from SB 35 may be helpful for jurisdictions to include in their adopted ministerial approval policy.

SB 423 (2023) extends SB 35's streamlined, ministerial approval process for qualifying multifamily developments until January 1, 2036. SB 423 also expands some provisions of SB 35, such as applying SB 35 to previously exempted coastal zone areas that are already zoned for housing.

State Density Bonus Law

Government Code Chapter 4.3 Density Bonuses and Other Incentives states that eligible developments are entitled to a density bonus, including up to a 50% increase in density depending on the amount of affordable housing provided, and an 80% increase for completely affordable projects. This law includes incentives such as reduced parking requirements and concessions for reduced setbacks and minimum square footage requirements.[9]

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[8] For more information, see Caltrans' overview of Chapter 34 - Exemptions to CEQA.

[9] For more information, see this guide on the state Density Bonus Law prepared by Meyers Nave Legal Services, which includes the full density bonus chart that outlines the percentage density bonus given for each level of affordability.

Requirements for TOC Policy Compliance

Note: Production Policy 3 (Affordable Housing Overlay Zones), Production Policy 5 (Ministerial Approval), and Production Policy 7 (Development Certainty and Streamlined Entitlement Process) are related and contain overlapping requirements. As a result, jurisdictions may only count one of these policies for the purpose of TOC compliance for production policies.

To comply with the TOC Policy, a jurisdiction's ministerial approval policy must meet the following minimum requirements:

- For projects with 11 or more units, the policy must do **ONE** of the following:
  - Grant ministerial approval to any project where at least 15% of units are deed-restricted affordable housing units.

    OR
  - Grant ministerial approval for projects whose share of affordable units exceeds any existing local inclusionary zoning requirements and provides more affordable housing units or deeper affordability than would be required under state density bonus rules (given the bonus density obtained by the project).
- The policy's affordability requirements must define affordable units as rental housing available to lower-income households earning 80% of AMI or less, and ownership housing to lower- and moderate-income households earning 120% of AMI or less. Jurisdictions should require deeper levels of affordability where feasible or through offering additional incentives.
- Affordable units must have recorded documents that set binding maximum rent or price restrictions to ensure affordability. These requirements must restrict rents and sales prices to affordable levels as defined by the rules of any applicable state or federal affordable housing program. These restrictions must also ensure affordability for at least 55 years for rental housing and at least 45 years for ownership housing.
- At minimum, jurisdictions must provide ministerial approval to projects with 11 or more units meeting the affordability standards described above. This does not preclude jurisdictions from applying ministerial approval to a broader range of projects, such as all multifamily housing regardless of affordability.
- Projects eligible for ministerial review cannot include more parking than is allowed by the parking space requirements outlined in Table 12 of MTC's TOC Policy Administrative Guidance.

Production Policy 6: Public/Community Land Trusts

Description from TOC Policy Resolution: Investments or policies to expand the amount of land held by public- and non-profit entities such as co-operatives, community land trusts, and land banks with permanent affordability protections. <u>This policy may be used to fulfill either the housing production or preservation requirement, but not both.</u>

Purpose

Community Land Trusts (CLTs) are typically nonprofit organizations that acquire and steward land on behalf of community members. They contribute to the affordable housing stock by maintaining land ownership to ensure the housing built on land they own remains affordable to future renters or buyers. Community control of land through CLTs has high potential to prevent displacement in a variety of housing markets and around transit.[10, 11]

Land banks are public authorities or non-profit organizations occasionally created through local ordinances to acquire, hold, manage, and sometimes redevelop property to return these properties to productive use to meet community goals, such as increasing affordable housing.[12, 13]

Housing cooperatives are democratically controlled corporations established to provide housing for members. Limited Equity Housing Cooperatives offer long-term affordable homeownership opportunities for low- and moderate-income households. The development of these types of cooperatives is often funded with a combination of private and public funds.[14]

The acquisition and rehabilitation of housing by CLTs, land banks, and cooperatives can help preserve a range of housing types, stabilize housing costs, and expand housing choice for low- and moderate-income households.[15] Support for CLTs, land banks, and cooperatives not only serves as an anti-displacement measure, but also represents a place-based community development strategy for disinvested neighborhoods and communities with concentrated poverty, as jurisdictions can provide funding for these entities to acquire and rehabilitate vacant and distressed properties or maintain existing affordable housing options. This policy intends to set aside funding for CLTs, land banks, and cooperatives to remove land from the speculative market and ensure long-term affordability.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's affordable housing production funding program focused on public/community land trusts must meet the following minimum requirements:

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[10] See Table 1. Literature Review Summary Table in White Paper on Anti-Displacement Strategy Effectiveness (Chapple and Loukaitou-Sideris, 2021).
[11] Chapple et al. 2022. Examining the Unintended Effects of Climate Change Mitigation. Institute of Governmental Studies, UC Berkeley.
[12] Local Housing Solutions. Land Banks.
[13] Center for Community Progress. Land Bank FAQ's.
[14] California Center for Cooperative Development. Housing Co-ops.
[15] Yelen, J. 2020. Preserving Affordability, Preventing Displacement. Enterprise Community Partners.

- The jurisdiction must have a program with secured funding[16] that provides ongoing allocations to the program at or above the level identified in Appendix B. The amount contributed can vary by year as long as the total for the relevant four-year OBAG cycle meets the specified target for the jurisdiction.
- Funding must be locally generated.
    - Potential local funding sources include commercial linkage fees, housing impact fees (but see note below if the impact fees are part of an inclusionary zoning ordinance), taxes (such as an employee head tax or real estate transfer tax), local bond measures, successor agency funds, business/gross receipts tax on rental property, and general fund allocations.
    - Jurisdictions may include county or regional bond funds expended with the jurisdiction's participation on affordable housing projects within its boundaries.
    - Jurisdictions may include grants from philanthropic organizations or private contributions made by businesses or individuals.
    - In-kind contributions to developments in the form of fee waivers for building permit fees, impact fees, and other fees can also be counted toward the required amount of local affordable housing funding. Staff hours are not eligible for consideration.
    - If a jurisdiction is also using inclusionary zoning (Production Policy 1) for the TOC Policy's production requirement, funding generated by collecting in-lieu fees from inclusionary zoning cannot be counted toward the funding minimums required for this affordable housing funding policy (Production Policy 6). If the jurisdiction has inclusionary zoning but does not use it to satisfy the TOC Policy's affordable housing production requirement, the funding generated by collecting in-lieu fees may be counted towards satisfying Production Policy 6.
    - **NOTE:** Federal and state funding (such as HOME/CDBG or PLHA) that is passed through a jurisdiction is **not** counted as local funding.
- Jurisdictions that have an existing balance in a housing funding program when submitting final documentation for TOC Policy compliance may count existing funds toward the required total so long as funds are available for expenditure during the four-year planning period (anticipated to align with the OBAG cycle).

[16] Secured Funding: Housing program funds may be considered secured if they are included in a current budget from a source that is expected to continue and where the use of these funds for the program can be reasonably expected to be approved in subsequent years. The subsequent years' funding may require future budget approvals or may be dependent on uncertain but expected revenue sources, so long as there is not a known sunset date or other limit. For bond proceeds or other one-time investments, funding can be considered secured if it will be available for investment at the required level at any point in the four-year planning period, expected to align with the OBAG cycle.

- Jurisdictions that have committed affordable housing funds prior to submitting final documentation for TOC Policy compliance may count expended funds toward the required total so long as at least one of the following conditions is met:
    - The funds are used to support a project or program occurring during the relevant four-year OBAG cycle (e.g., funds are committed to a CLT to use for affordable housing production during the OBAG 4 cycle sometime between 2026 and 2030).

      AND/OR
    - The funds are expended after January 1, 2025.
- The funding program must establish a standard set of financing terms, including affordability requirements. The program's affordability requirements must define affordable units as rental housing available to lower income households earning 80% of AMI or less, and ownership housing to lower- and moderate-income households earning 120% of AMI or less. Jurisdictions should require deeper levels of affordability where feasible or through offering additional incentives.
- Affordable units must have recorded documents that set binding maximum rent or price restrictions to ensure affordability. These requirements must restrict rents and sales prices to affordable levels as defined by the rules of any applicable state or federal affordable housing program. These restrictions must also ensure affordability for at least 55 years for rental housing and at least 45 years for ownership housing.
- The program's funds must be reserved for CLTs and/or cooperatives to use for affordable housing production, or the jurisdiction or other public entities can use the funding to acquire and hold property that will be used for production of affordable housing.
- **NOTE:** A jurisdiction whose policy meets the minimum requirements above cannot also count this policy for credit for Production Policy 2 (Affordable Housing Funding). However, if a jurisdiction has a funding program that meets requirements for Production Policy 2, and if this program additionally has set asides for public/community land trusts that meet the funding listed in Appendix B, then the program can also receive credit for Production Policy 6 (Public/Community Land Trusts). For example, a Tier A jurisdiction that has a production program with $2,000,000 in secured funding during the relevant four-year OBAG cycle would receive credit for both Production Policy 1 and Production Policy 6 if the program has a set aside for CLTs of $1,000,000, as these amounts meet the $1,000,000 four-year minimum for both policies.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit:

- A copy of the program's financing terms if they are not included in an ordinance or other documents establishing the program. Financing terms must indicate the

income limits/affordability levels and required affordability period, and the terms must identify a legal mechanism for enforcement of affordable housing requirements (e.g., deed restriction, regulatory agreement, etc.)

- Documents demonstrating the jurisdiction has secured funding that meets the minimum requirements for being considered "secured."
- A schedule of expected funding allocated to the program over the four-year period. MTC understands that projections of future funding may be imprecise, and the expectation is that a jurisdiction will provide a reasonable projection of future funding based on the best information available at the time of submitting compliance documentation to MTC. At the end of the 4-year planning period (expected to align with the OBAG cycle), MTC will expect documentation of actual funding received by the program and invested in projects, which may differ from initial projections.

Production Policy 7: Development Certainty and Streamlined Entitlement Process

Description from TOC Policy Resolution: Include the vested rights and five hearing limit provisions currently outlined in SB330 (2019, Skinner) without a sunset date.

Purpose

In some cities, towns, and counties, the process associated with obtaining approval for new construction is so time-consuming or costly that it dampens the amount of new development and adds significantly to its costs. Permit streamlining and other improvements in the regulatory environment can make cities more attractive to developers of both market-rate and affordable housing, helping to increase the housing supply over the long term and moderate price increases.[17]

Relevant State Law

Housing Crisis Act of 2019

The Housing Crisis Act of 2019 was established by SB 330 (2019) and amended by SB 8 (2021). State law establishes vested rights through a preliminary application—a project is only subject to the ordinances, policies, and standards adopted and in effect when this application is submitted. State law requires timely processing of housing permits that follow existing local zoning rules (must issue written determination of consistency with objective standards within 30 days for 150 or fewer units or 60 days for more than 150 units). SB 330 requires that no more than five total hearings be allowed for residential development projects and the final decision on a residential project must be made within 90 days after certification of an EIR for a development project, or 60 days for a development project where at least 49% of the units in the development are

[17] For more information, see the brief "Streamlined permitting processes" prepared by Local Housing Solutions.

affordable to very low or low-income households. The Housing Crisis Act of 2019 has a sunset date of January 1, 2030.

Requirements for TOC Policy Compliance

Note: Production Policy 3 (Affordable Housing Overlay Zones), Production Policy 5 (Ministerial Approval), and Production Policy 7 (Development Certainty and Streamlined Entitlement Process) are related and contain overlapping requirements. As a result, jurisdictions may only count one of these policies for TOC compliance for production policies. However, if a jurisdiction implements all provisions from SB 330/SB 8 <u>without a sunset date</u>, then the jurisdiction meets the standards required by and can claim credit for both Production Policy 7 (Development Certainty and Streamlined Entitlement Process) and Protection Policy 2 (No Net Loss and Right to Return to Demolished Homes).

To comply with the TOC Policy, a jurisdiction's development certainty and streamlined entitlement policy must meet the following minimum requirements:

- Adopt a local ordinance with no sunset date that provides the vested rights and five hearing limit provisions from SB 330.
- Adopt Protection Policy 2: No Net Loss and Right to Return to Demolished Homes, unless preempted by state or federal law.
    - If a jurisdiction does not adopt Protection Policy 2, staff must provide a detailed analysis of how the jurisdiction otherwise prevents displacement and protects tenants in areas where development certainty and streamlined approvals are available.

II. Affordable Housing Preservation Policy Options

To comply with the TOC Policy, a jurisdiction must adopt **at least two** of the affordable housing preservation policies listed below:

- Preservation Policy 1: Funding to Preserve Unsubsidized Affordable Housing
- Preservation Policy 2: Tenant/Community Opportunity to Purchase
- Preservation Policy 3: Single-Room Occupancy (SRO) Preservation
- Preservation Policy 4: Condominium Conversion Restrictions
- Preservation Policy 5: Public/Community Land Trusts ***(This policy may fulfill either the housing production or preservation requirement, but not both.)***
- Preservation Policy 6: Funding to Support Preservation Capacity
- Preservation Policy 7: Mobile Home Preservation
- Preservation Policy 8: Preventing Displacement from Substandard Conditions and Associated Code Enforcement Activities ***(This policy may fulfill either the housing preservation or protection requirement, but not both.)***

A jurisdiction may meet the requirements with existing adopted policies or as needed, adopt new policies by the TOC Policy compliance deadline. At minimum, policies must apply in TOC areas. Jurisdictions may choose to apply policies beyond the TOC area(s), which could include the entirety of the jurisdiction (i.e., adopting a jurisdiction-wide policy). See Section 2 of the guidance document for more information about these requirements.

Preservation Policy 1: Funding to Preserve Unsubsidized Affordable Housing

Description from TOC Policy Resolution: Public investments to preserve unsubsidized housing affordable to lower- or moderate-income residents (sometimes referred to as "naturally occurring affordable housing") as permanently affordable.

Purpose

Most lower-income households in the Bay Area rent in the private market without any form of housing assistance. The private market properties offering rents that lower-income people can afford without subsidy are known as unsubsidized or "naturally occurring" affordable housing. Without subsidy, lower-income tenants are particularly vulnerable to rent increases as well as poorly maintained housing, and in the Bay Area's competitive housing market these properties may be targeted by investors seeking to update units and raise rents. Lower-income homeowners are also vulnerable to market pressures that can result in displacement and loss of affordable homes. Preservation programs for unsubsidized affordable housing typically engage community organizations to help identify and monitor at-risk properties while also providing funding to support rehabilitation needs as well as acquisition and conversion to long-term affordable housing. Effective public investments to preserve unsubsidized housing will have funds available to secure unsubsidized affordable housing (rental or ownership), eligibility criteria for receiving funds, regulatory restrictions to maintain affordability of preserved units, and an anti-displacement strategy for existing tenants.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's funding program to preserve unsubsidized affordable housing must meet the following minimum requirements:

- The jurisdiction has at least one funding program dedicated to the preservation of existing affordable housing, where preservation of unsubsidized affordable housing is explicitly identified as an eligible use.
- The jurisdiction must have a program with secured funding[18] that provides ongoing allocations to the program at or above the level identified in Appendix B. The

[18] Secured Funding: Housing program funds may be considered secured if they are included in a current budget from a source that is expected to continue and where the use of these funds for the program can be reasonably expected to be approved in subsequent years. The subsequent years' funding may require

amount contributed can vary by year as long as the total for the relevant four-year OBAG cycle meets the specified target for the jurisdiction.

- Funding must be locally generated.
  - Potential local funding sources include commercial linkage fees, housing impact fees (but see note below if the impact fees are part of an inclusionary zoning ordinance), taxes (such as an employee head tax or real estate transfer tax), local bond measures, successor agency funds, business/gross receipts tax on rental property, and general fund allocations.
  - Jurisdictions may also include county or regional bond funds expended with the jurisdiction's participation on preservation projects within its boundaries.
  - Jurisdictions may include grants from philanthropic organizations or private contributions made by businesses or individuals.
  - When relevant, in-kind contributions to developments in the form of fee waivers for building permit fees, impact fees, and other fees can also be counted toward the required amount of local affordable housing funding. Staff hours are not eligible for consideration.
  - If a jurisdiction is also using inclusionary zoning (Production Policy 1) for the TOC Policy's production requirement, funding generated by collecting in-lieu fees from inclusionary zoning cannot be counted toward the funding minimums for this policy (Preservation Policy 1). If the jurisdiction has inclusionary zoning but does not use it to satisfy the TOC Policy's affordable housing production requirement, the funding generated by collecting in-lieu fees may be counted toward satisfying Preservation Policy 1.
  - **NOTE:** Federal and state funding (such as HOME/CDBG or PLHA) that is passed through a jurisdiction is **not** counted as local funding.
- Jurisdictions that have an existing balance in a housing preservation funding program when submitting final documentation for TOC Policy compliance may count existing funds toward the required total so long as funds are available for expenditure during the four-year planning period (anticipated to align with the OBAG cycle).
- Jurisdictions that have committed affordable housing preservation funds prior to submitting final documentation for TOC Policy compliance may count expended funds toward the required total so long as at least one of the following conditions is met:
  - The funds are used to support a project or program occurring during the relevant four-year OBAG cycle (e.g., funds are committed to an unsubsidized

future budget approvals or may be dependent on uncertain but expected revenue sources, so long as there is not a known sunset date or other limit. For bond proceeds or other one-time investments, funding can be considered secured if it will be available for investment at the required level at any point in the four-year planning period, expected to align with the OBAG cycle.

affordable housing preservation project that will be completed during the OBAG 4 cycle sometime between 2026 and 2030).

AND/OR

  - The funds are expended after January 1, 2025.
- The jurisdiction must establish criteria for borrower eligibility that require funding recipients to have experience with affordable housing preservation.
- The program must establish a standard set of financing terms, including affordability requirements.
  - For rental properties, the average rent for all units at each preserved property at the time of acquisition must be affordable to households earning no more than 80% of AMI. After acquisition, new residents must be income qualified and earn less than 120% of AMI, and the building must maintain an average income of no more than 80% of AMI. Existing residents of acquired buildings shall not be displaced, even if the household's income exceeds the AMI thresholds noted above.
  - All ownership units preserved as affordable housing (e.g., a single-family home acquired by a community land trust) must be sold to lower- and moderate-income households earning 120% of AMI or less.
  - Units acquired through the program must have recorded documents that set binding maximum rent or price restrictions to ensure affordability. These requirements must restrict rents and sales prices to affordable levels as defined by the rules of any applicable state or federal affordable housing program. These restrictions must also ensure affordability for at least 55 years for rental housing and at least 45 years for ownership housing.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit:

- A copy of the program's eligibility and financing terms if they are not included in an ordinance or other documents establishing the program. These terms must indicate the criteria for borrower eligibility to ensure funding recipients have experience with affordable housing preservation, income limits/affordability levels and required affordability period, and the terms must identify a legal mechanism for enforcement of affordable housing requirements (e.g., deed restriction, regulatory agreement, etc.).
- Documents demonstrating the jurisdiction has secured funding that meets the minimum requirements for being considered "secured."
- A schedule of expected funding to be received by the fund over the 4-year period. MTC understands that projections of future funding may be imprecise, and the expectation is that a jurisdiction will provide a reasonable projection of future funding based on the best information available at the time of submitting compliance documentation to MTC. At the end of the four-year planning period

(expected to align with the OBAG cycle), MTC will expect documentation of actual funding received by the program and invested in projects, which may differ from initial projections.

Preservation Policy 2: Tenant/Community Opportunity to Purchase

Description from TOC Policy Resolution: Policies or programs that provide tenants or mission-driven nonprofits the right of first refusal to purchase a property at the market price when it is offered for sale, retaining existing residents and ensuring long-term affordability of the units by requiring resale restrictions to maintain affordability.

Purpose

A Tenant (or Community) Opportunity to Purchase Act (TOPA/COPA) policy can give tenants and nonprofits sufficient time to compete to purchase a property. TOPA/COPA policies aim to prevent displacement of lower-income communities, long-term renters, and other marginalized residents by preserving currently affordable housing and creating pathways for long-term affordability. A TOPA/COPA policy can also facilitate homeownership for tenants by creating limited equity housing cooperatives or other ownership models, enabling increased wealth building opportunities for communities who may have historically been denied access to homeownership. For these reasons, jurisdictions throughout the Bay Area have identified TOPA/COPA as key preservation tools to combat displacement.[19] Effective TOPA/COPA policies will identify what housing types are subject to the policy, what organizations are qualified to purchase a property, noticing procedures for the sale of property, a consistent local funding source, a reasonable timeline to respond to the intent to sell, and an anti-displacement strategy for existing residents.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's TOPA and/or COPA policy must meet the following minimum requirements:[20]

- The jurisdiction can meet TOC Policy requirements with either a TOPA or COPA ordinance, or both.
- The TOPA/COPA ordinance defines eligible and exempt properties.
- The ordinance establishes the legal right of first refusal that gives tenants and/or nonprofits the first right to purchase a covered property.
- The ordinance establishes timelines for notice of sale, offer period, time to close, and time to counter-offer under TOPA/COPA.[21]

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[19] Bay Area Housing Element Advocacy Working Group. "Leveraging the Housing Element to Advance Tenant & Community Opportunity to Purchase Policies."

[20] The requirements are derived from key components of: (1) OPA Policy described by Partnership for the Bay's Future. 2022. Opportunity to Purchase Act Campaign Playbook (p.22) and (2) Public Advocates, "Key Considerations for Designing Tenant and Community Opportunity to Purchase Policies."

[21] San Jose Community Opportunity to Purchase (COPA) Proposed Program Summary – January 2023 Update.

Preservation Policy 3: Single-Room Occupancy (SRO) Preservation

Description from TOC Policy Resolution: Limits the conversion of occupied SRO rental units to condominiums or other uses that could result in displacement of existing residents.

Purpose

Single Room Occupancy (SRO) units are a unique form of affordable rental housing that does not exist in all communities. SROs are generally comprised of small, furnished single rooms within multi-tenant buildings with shared kitchens and/or bathrooms. SROs do not typically require a security deposit, credit references, proof of income, or a long-term lease agreement. For these reasons, SROs have provided low-cost housing for vulnerable populations with unstable finances, very low incomes, or limited access to credit. In some cases, SROs are used as transitional housing for people who are in between more permanent housing arrangements.

In the absence of preservation policies, housing market pressures leave SRO units vulnerable to demolition or conversion to tourist hotels, condominiums, or market-rate apartments, resulting in displacement and potential homelessness for low-income SRO residents. The purpose of SRO unit conversion regulations is to ensure the retention of existing SRO units and to assist SRO tenants that will be displaced by demolition, conversion, or rehabilitation of these units. An effective SRO preservation policy will limit the number of units that can be converted, ensure housing stability for SRO tenants, and monitor at-risk properties.

Requirements for TOC Policy Compliance

To receive compliance credit for this policy, a jurisdiction must have an existing supply of SRO buildings owned by private entities other than mission-driven nonprofit organizations. Due to the heightened vulnerability of both SRO housing stock and the residents who occupy it, a jurisdiction with an adopted SRO preservation policy that applies to all at-risk SROs may receive credit for this policy even if none of the SRO building are located within TOC areas.

To comply with the TOC Policy, a jurisdiction's SRO preservation policy must meet the following minimum requirements:

- The policy must limit the number of SRO units approved to be converted in a given calendar year to no more than the number of equivalent rental units completed the previous calendar year. "Equivalent rental units" shall be defined as low-cost SRO units or any income-restricted housing affordable to households with incomes at 30% of AMI or less.

- At the time of application for conversion of units, require applicants to produce a Tenant Relocation Assistance Plan[22] spelling out tenant protections, benefits and required relocation payments for any temporarily or permanently displaced residents.
- Exemptions to the conversion restrictions can be made for conversion of SRO buildings to 100% affordable units for tenants at 50% of AMI or less. However, affordable housing developers need to provide existing tenants with a first right of refusal for new units. Rents for these tenants must be based on their incomes, though rents for their units could reset at 50% of AMI upon turnover. Developers also need to produce the Tenant Relocation Assistance Plan referenced above for any temporarily or permanently displaced tenants.
- If none of the at-risk SROs in a jurisdiction are located within a TOC area, then the jurisdiction must apply this policy jurisdiction-wide.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit documentation of the presence of SRO units owned by private entities other than mission-driven nonprofit organizations that would be protected by the policy.

Preservation Policy 4: Condominium Conversion Restrictions

Description from TOC Policy Resolution: Require that units converted to condominiums be replaced 1:1 with comparable rental units, unless purchased by current long-term tenants or converted to permanently affordable housing with protections for existing tenants.

Purpose

The conversion of rental housing to condominiums presents a risk to maintaining a supply of rental housing, which typically serves a wider range of households than ownership units in condominiums. Establishing criteria for the conversion of rental housing to condominiums can help preserve much-needed rental housing stock, reduce the risk of displacement of existing tenants in rental units, and ensure continued housing stability for tenants who are displaced in the event of conversions. Effective condominium conversion policies will include restrictions on conversion, right to purchase protections and relocation assistance, and the promotion of affordable housing through comparable replacement units.

[22] Relocation Assistance Plan: A plan outlining the benefits and protections afforded to tenants to minimize displacement and support relocation, including at a minimum: no penalty for the tenant to terminate a lease, payment of tenant reasonable moving expenses, relocation assistance payments in an amount that is at least three times the monthly fair market rent of the unit that the resident is being relocated out of, and tenants that experience temporary displacement must be guaranteed protection against unreasonable rent increases upon returning to their unit.

Relevant State Law

Subdivision Map Act

The Subdivision Map Act (Gov Code 66410-66424.6) requires developers to provide notices of condominium conversion to tenants at every stage of the process.

Requirements for TOC Compliance

To comply with the TOC Policy, a jurisdiction's condominium conversion policy must meet the following minimum requirements:

- Require 1-for-1 replacement of existing units with comparable rental units, when permitted by law. A program may allow or require replacement units be provided through payment of a fee in an amount approximately sufficient to provide the local share of subsidy for one income-restricted rental unit serving lower-income households (earning 80% of AMI or less) and, in no case less than $100,000 per rental unit being converted. Jurisdictions may allow the following exemptions:
    - Conversions where at least 90% of condominium units are purchased by current tenants.
    - Conversions to 100% housing units with long-term affordability restrictions for households earning 120% of AMI or less.
- Provide existing tenants the first right to purchase a unit at the same price offered to the general public consistent with the Subdivision Map Act.[23]
- At the time of application for conversion of units, require applicants to produce a Tenant Relocation Assistance Plan[24] spelling out tenant protections, benefits and required relocation payments for any temporarily or permanently displaced residents.

Preservation Policy 5: Public/Community Land Trusts

Description from TOC Policy Resolution: Investments or policies to expand the amount of land held by public- and non-profit entities such as co-operatives, community land trusts, and land banks with permanent affordability protections. This policy may be used to fulfill either the housing production or preservation requirement, but not both.

Purpose

Community Land Trusts (CLTs) are typically nonprofit organizations that acquire and steward land on behalf of community members. They contribute to the affordable housing stock by maintaining land ownership to ensure the housing built on land they

[23] This is a right under the Subdivision Map Act (Gov Code 66410-66424.6).

[24] Relocation Assistance Plan: A plan outlining the benefits and protections afforded to tenants to minimize displacement and support relocation, including at a minimum: no penalty for the tenant to terminate a lease, payment of tenant reasonable moving expenses, relocation assistance payments in an amount that is at least three times the monthly fair market rent of the unit that the resident is being relocated out of, and tenants that experience temporary displacement must be guaranteed protection against unreasonable rent increases upon returning to their unit.

own remains affordable to future renters or buyers. Community control of land through CLTs has high potential to prevent displacement in a variety of housing markets and around transit.[25, 26]

Land banks are public authorities or non-profit organizations occasionally created through local ordinances to acquire, hold, manage, and sometimes redevelop property to return these properties to productive use to meet community goals, such as increasing affordable housing.[27, 28]

Housing cooperatives are democratically controlled corporations established to provide housing for members. Limited Equity Housing Cooperatives offer long-term affordable homeownership opportunities for low- and moderate-income households. The development of these types of cooperatives is often funded with a combination of private and public funds.[29]

The acquisition and rehabilitation of housing by CLTs, land banks, and cooperatives can help preserve a range of housing types, stabilize housing costs, and expand housing choice for lower-income households.[30] Support for CLTs, land banks, and cooperatives not only serves as an anti-displacement measure but also represents a place-based community development strategy for disinvested neighborhoods and communities with concentrated poverty, as jurisdictions can provide funding for these entities to acquire and rehabilitate vacant and distressed properties or maintain existing affordable housing options. This policy intends to set aside funding for CLTs, land banks, and cooperatives to remove land from the speculative market and ensure long-term affordability.

Relevant State Law

SB 1079 (2020): Residential Property: Foreclosure

SB 1097 (2020) grants "eligible bidders" including CLTs certain rights and priorities to make bids on a foreclosed property after the initial trustee sale and potentially to purchase it as the last and highest bidder.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's affordable housing preservation funding program focused on public/community land trusts must meet the following minimum requirements:

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[25] See Table 1. Literature Review Summary Table in White Paper on Anti-Displacement Strategy Effectiveness (Chapple and Loukaitou-Sideris, 2021).
[26] Chapple et al. 2022. Examining the Unintended Effects of Climate Change Mitigation. Institute of Governmental Studies, UC Berkeley.
[27] Local Housing Solutions. Land Banks.
[28] Center for Community Progress. Land Bank FAQ's.
[29] California Center for Cooperative Development. Housing Co-ops.
[30] Yelen, J. 2020. Preserving Affordability, Preventing Displacement. Enterprise Community Partners.

- The jurisdiction must have a program with secured funding[31] that provides ongoing allocations to the program at or above the level identified in Appendix B. The amount contributed can vary by year as long as the total for the relevant four-year OBAG cycle meets the specified target for the jurisdiction.
- Funding must be locally generated.
    - Potential local funding sources include commercial linkage fees, housing impact fees (but see note below if the impact fees are part of an inclusionary zoning ordinance), taxes (such as an employee head tax or real estate transfer tax), local bond measures, successor agency funds, business/gross receipts tax on rental property, and general fund allocations.
    - Jurisdictions may include county or regional bond funds expended with the jurisdiction's participation on preservation projects within its boundaries.
    - Jurisdictions may include grants from philanthropic organizations or private contributions made by businesses or individuals.
    - When relevant, in-kind contributions to developments in the form of fee waivers for building permit fees, impact fees, and other fees can also be counted toward the required amount of local affordable housing funding. Staff hours are not eligible for consideration.
    - If a jurisdiction is also using inclusionary zoning (Production Policy 1) for the TOC Policy's production requirement, funding generated by collecting in-lieu fees from inclusionary zoning cannot be counted toward the funding minimums for this policy (Preservation Policy 5). If the jurisdiction has inclusionary zoning but does not use it to satisfy the TOC Policy's affordable housing production requirement, the funding generated by collecting in-lieu fees may be counted toward satisfying Preservation Policy 5.
    - **NOTE:** Federal and state funding (such as HOME/CDBG or PLHA) that is passed through a jurisdiction is **not** counted as local funding.
- Jurisdictions that have an existing balance in a housing preservation funding program for CLTs when submitting final documentation for TOC Policy compliance may count existing funds toward the required total so long as funds are available for expenditure during the four-year planning period (anticipated to align with the OBAG cycle).
- Jurisdictions that have committed affordable housing preservation funds for CLTs prior to submitting final documentation for TOC Policy compliance may count

[31] Secured Funding: Housing program funds may be considered secured if they are included in a current budget from a source that is expected to continue and where the use of these funds for the program can be reasonably expected to be approved in subsequent years. The subsequent years' funding may require future budget approvals or may be dependent on uncertain but expected revenue sources, so long as there is not a known sunset date or other limit. For bond proceeds or other one-time investments, funding can be considered secured if it will be available for investment at the required level at any point in the four-year planning period, expected to align with the OBAG cycle.

expended funds toward the required total so long as at least one of the following conditions is met:

  - The funds are used to support a project or program occurring during the relevant four-year OBAG cycle (e.g., funds are committed to a CLT to use for acquiring and preserving an unsubsidized affordable housing property during the OBAG 4 cycle sometime between 2026 and 2030).

    AND/OR

  - The funds are expended after January 1, 2025.

- The program's funds must be reserved for CLTs and/or cooperatives to use for affordable housing preservation.
- The jurisdiction must establish criteria for borrower eligibility that require funding recipients to have experience with affordable housing preservation.
- The funding program must establish a standard set of financing terms, including affordability requirements.
  - For rental properties, the average rent for all units at each preserved property at the time of acquisition must be affordable to households earning no more than 80% of AMI. After acquisition, new residents must be income qualified and earn less than 120% of AMI, and the building must maintain an average income of no more than 80% of AMI. Existing residents of acquired buildings shall not be displaced, even if the household's income exceeds the AMI thresholds noted above.
  - All ownership units preserved as affordable housing (e.g., a single-family home acquired by a community land trust) must be sold to lower- and moderate-income households earning 120% of AMI or less.
  - Units acquired through the program must have recorded documents that set binding maximum rent or price restrictions to ensure affordability. These requirements must restrict rents and sales prices to affordable levels as defined by the rules of any applicable state or federal affordable housing program. These restrictions must also ensure affordability for at least 55 years for rental housing and at least 45 years for ownership housing.
- **NOTE:** A jurisdiction whose policy meets the minimum requirements above cannot also count this policy for credit for Preservation Policy 1 (Funding to Preserve Unsubsidized Affordable Housing). However, if a jurisdiction has a funding program that meets requirements for Preservation Policy 1, and if this program additionally has set asides for public/community land trusts that meet the funding amounts listed in Appendix B, then the program can also receive credit for Preservation Policy 5 (Public/Community Land Trusts). For example, a Tier A jurisdiction that has a preservation program with $800,000 in secured funding during the relevant four-year OBAG cycle would receive credit for both Preservation Policy 1 and Preservation Policy 5 if the program has a set aside for

CLTs of $400,000, as these amounts meet the $400,000 four-year minimum for both policies.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit:

- A copy of the program's eligibility and financing terms if they are not included in an ordinance or other documents establishing the program. These terms must indicate the eligibility, income limits/affordability levels and required affordability period, and the terms must identify a legal mechanism for enforcement of affordable housing requirements (e.g., deed restriction, regulatory agreement, etc.)
- Documents demonstrating the jurisdiction has secured funding that meets the minimum requirements for being considered "secured."
- A schedule of expected funding allocated to the program over the four-year period. MTC understands that projections of future funding may be imprecise, and the expectation is that a jurisdiction will provide a reasonable projection of future funding based on the best information available at the time of submitting compliance documentation to MTC. At the end of the 4-year planning period (expected to align with the OBAG cycle), MTC will expect documentation of actual funding received by the program and invested in projects, which may differ from initial projections.

Preservation Policy 6: Funding to Support Preservation Capacity

Description from TOC Policy Resolution: Dedicated local funding for capacity building or other material support for community land trusts (CLTs) or other community-based organizations (CBOs) engaged in affordable housing preservation.

Purpose

Capacity refers to an organization's ability to deliver a service or product. For organizations such as CBOs and CLTs which are engaged in affordable housing preservation, capacity may refer to having adequate staffing, organizational knowledge, and material or financial resources to effectively preserve affordable housing. By providing capacity funding to smaller organizations such as CBOs and CLTs, these entities are better equipped to secure properties and financing necessary to preserve affordable housing in a competitive housing market. Key features of an effective funding source to support preservation capacity include pairing capital funds for preservation with grants for capacity building, established guidelines for eligible funding recipients, and supporting developer experience through joint-venture partnerships. Effective policies to support preservation capacity will commit to multi-year funding dedicated for CBOs and CLTs.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's funding to support preservation capacity must meet the following minimum requirements:

- The jurisdiction must have a dedicated funding program with secured funding[32] that supports capacity building for CLTs and CBOs for housing preservation work. Funding must maintain project management staffing for a minimum of four years at approximately 0.5 full-time equivalent (FTE).
- The jurisdiction must define eligibility for financial awards to CLTs and CBOs.
- Funding for the program can come from any source that allows supporting staff capacity as an eligible use of funds. Potential funding sources could include, but are not limited to, local housing trust funds, county funds, state and federal funds passed through the jurisdiction, grants from philanthropic organizations, and private contributions from businesses or individuals.
- Jurisdictions that have an existing balance in a funding program to support preservation capacity when submitting final documentation for TOC Policy compliance may count existing funds toward the required total so long as funds are available for expenditure during the four-year planning period (anticipated to align with the OBAG cycle).
- Jurisdictions that have committed funds to support preservation capacity prior to submitting final documentation for TOC Policy compliance may count expended funds toward the required total so long as at least one of the following conditions is met:
    - The funds are used to support a project or program occurring during the relevant four-year OBAG cycle (e.g., funds are committed to CBO or CLT to support project management staffing during the OBAG 4 cycle sometime between 2026 and 2030).

      AND/OR
    - The funds are expended after January 1, 2025.
- If a jurisdiction establishes a preservation funding program that meets requirements for Preservation Policy 1 (Funding to Preserve Unsubsidized Affordable Housing) and/or Preservation Policy 5 (Public/Community Land Trusts), the jurisdiction can use this program to also receive credit for Preservation Policy 6 (Funding to Support Preservation Capacity) if the program additionally has a set aside for capacity building that meets the requirements listed above.

[32] Secured Funding: Housing program funds may be considered secured if they are included in a current budget from a source that is expected to continue and where the use of these funds for the program can be reasonably expected to be approved in subsequent years. The subsequent years' funding may require future budget approvals or may be dependent on uncertain but expected revenue sources, so long as there is not a known sunset date or other limit. For bond proceeds or other one-time investments, funding can be considered secured if it will be available for investment at the required level at any point in the four-year planning period, expected to align with the OBAG cycle.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit:

- An explanation for how the jurisdiction determined the amount of funding necessary to maintain project management staffing for the four-year period.
- A copy of the program's eligibility criteria if they are not included in an ordinance or other documents establishing the program.
- Documents demonstrating the jurisdiction has secured funding that meets the minimum requirements for being considered "secured."
- A schedule of expected funding allocated to the program over the four-year period. MTC understands that projections of future funding may be imprecise, and the expectation is that a jurisdiction will provide a reasonable projection of future funding based on the best information available at the time of submitting compliance documentation to MTC. At the end of the four-year planning period (expected to align with the OBAG cycle), MTC will expect documentation of actual funding received by the program and invested in projects, which may differ from initial projections.

Preservation Policy 7: Mobile Home Preservation

Description from TOC Policy Resolution: Policy or program to preserve mobile homes from conversion to other uses that may result in displacement of existing residents.

Purpose

Mobile home parks provide a distinct type of naturally occurring affordable housing, due to the size of mobile homes, the type of construction, and a unique dynamic where residents typically own their mobile homes but rent the lots under them from mobile home park owners. While state law extends certain protections to mobile home units, mobile home parks are increasingly being acquired by speculative investors for potential future redevelopment. Such market pressures pose displacement risks to mobile home residents, many of whom live on fixed incomes and have limited alternative affordable housing options. Accordingly, a strategy to prevent displacement and promote community stability for mobile home residents is to regulate and limit the conversion of mobile home parks, and support residents and community organizations in purchasing the park to preserve affordability. An effective Mobile Home Preservation policy or program will either limit conversions through zoning rules or provide significant relocation assistance for park residents in the event of a closure.

Relevant State Law

Mobile Home Residency Law

The California Mobile Home Residency Law (California Civil Code Section 798 – 799.11) sets rules and regulations for mobile homes, specifically regulating the relationship between landlords and residents. The law states that in the case of a

change of use of the park, the management must follow specific noticing requirements and appear before a local governmental board, commission, or body to request permits for a change of use.

Requirements for TOC Compliance

To receive compliance credit for this policy, a jurisdiction must demonstrate there is at least one mobile home park (as defined by California's Mobile Home Park Act) within the jurisdiction. Due to the heightened vulnerability of mobile home parks and the residents who occupy them, a jurisdiction with an adopted mobile home preservation policy that applies to all mobile home parks may receive credit for this policy even if none of the parks are located within TOC areas. If none of the mobile home parks are located within a TOC area, then the jurisdiction must apply its policy jurisdiction-wide.

To comply with the TOC Policy, a jurisdiction must adopt a mobile home preservation policy that meets the minimum standards for **ONE** of the following options:

1. **Establish a Mobile Home Zoning District or Overlay Zone** over existing mobile home parks which limits or prohibits the redevelopment of existing parks.
    - A jurisdiction may allow 100% affordable housing projects to be considered in this zone, conditionally permitted and after public hearings. If a jurisdiction chooses to do this:
        - The policy's affordability requirements must define affordable units as rental housing available to lower-income households earning 80% of Area Median Income (AMI) or less, and ownership housing to lower- and moderate-income households earning 120% of AMI or less. Jurisdictions should require deeper levels of affordability where feasible or through offering additional incentives.
        - Affordable units must have recorded documents that set binding maximum rent or price restrictions to ensure affordability. These requirements must restrict rents and sales prices to affordable levels as defined by the rules of any applicable state or federal affordable housing program. These restrictions must also ensure affordability for at least 55 years for rental housing or at least 45 years for ownership housing.
        - The ordinance must provide existing mobile home residents with the right to return to a unit in the new development.
        - At the time of application for conversion of units, applicants must be required to produce a Tenant Relocation Assistance Plan[33] spelling out

[33] Relocation Assistance Plan: A plan outlining the benefits and protections afforded to tenants to minimize displacement and support relocation, including at a minimum: no penalty for the tenant to terminate a lease, payment of tenant reasonable moving expenses, relocation assistance payments in an amount that is at least three times the monthly fair market rent of the unit that the resident is being

tenant protections, benefits and required relocation payments for any temporarily or permanently displaced residents.

2. **Adopt a Mobile Home Closure Ordinance** that requires relocation assistance and conditional approval after public hearings.
    - The ordinance must require owners to produce at the time of application a Tenant Relocation Assistance Plan spelling out tenant protections, benefits, and required relocation payments for any temporarily or permanently displaced residents.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit documentation of the presence of at least one mobile home park within the jurisdiction.

Preservation Policy 8: Preventing Displacement from Substandard Conditions and Associated Code Enforcement Activities

Description from TOC Policy Resolution: Policies, programs, or procedures designed to minimize the risk of displacement caused by substandard conditions including through local code enforcement activities. This may include proactive rental inspection programs and assistance to landlords for property improvements in exchange for anti-displacement commitments. <u>This policy may be used to fulfill either the housing preservation or protection requirement, but not both.</u>

Purpose

Substandard conditions and physical deterioration represent a key threat to the region's rental housing stock and unsubsidized affordable housing units. These conditions create health and safety risks for tenants and can lead to condemnation, abandonment, and/or demolition of housing units. The remediation of substandard conditions in unsubsidized affordable housing is not only necessary to preserve this housing but also represents an important anti-displacement strategy. Code enforcement programs need to ensure habitability issues and needs for substantial property repairs do not lead to the permanent displacement of tenants, which also requires maintaining housing stability for tenants during any temporary displacement necessary for repairs. Code enforcement and other programs to address substandard conditions need to be centered in an anti-displacement framework, otherwise these activities can lead to the immediate displacement of vulnerable tenants if properties are deemed uninhabitable. An effective program which prevents the loss of housing stock due to code issues provides public support to landlords and low-income homeowners to maintain their properties.

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relocated out of, and tenants that experience temporary displacement must be guaranteed protection against unreasonable rent increases upon returning to their unit.

Relevant State Law

California Health and Safety Code (HSC)

HSC Section 17920.3 provides a definition of a substandard building, which includes inadequate sanitation such as a lack of plumbing, ventilation, or heating; structural hazards such as deteriorated floors, walls, or ceilings; faulty weather protection such as defective waterproofing and windows; and so on. Section 17970 – 17972 requires that when a jurisdiction receives a complaint from a tenant, they must inspect the building, document any findings, prescribe a remedy to the property owner, and schedule a reinspection to verify the correction. Section 17980 – 17992 states that once a building is determined to be substandard, the enforcement agency of the jurisdiction cannot require the vacating of residents unless it concurrently requires expeditious demolition or repair to comply with state law. If the tenant cannot safely reside in their unit due to repair, state law requires a property owner to provide affected tenants with compensation for moving expenses; the value of property lost, stolen or damaged in the process of moving; and costs associated with connection charges imposed by utility companies for starting service. The relocation benefit also includes two months of the established fair market rent for the area as determined by the U.S. Department of Housing and Urban Development, and the property owner must return the full security deposit to the tenant.

Requirements for TOC Compliance

To comply with the TOC Policy, a jurisdiction must adopt a policy to prevent displacement from substandard conditions that meets the minimum standards for at least **ONE** of the following options:

1. **Establish an amnesty program** to waive fines and fees for property owners with occupied units constructed without the proper permits in exchange for bringing the unit into compliance with health and safety codes.
    - Prior to making repairs, the property owner must complete a tenant habitability plan describing how they will maintain habitability for the tenant and any adjacent units while repairs are being performed. If the tenant needs to be relocated for repairs, the plan discusses how the landlord will assist with temporary relocation, which must include offering a nearby available unit at same rent (if landlord owns other properties), paying for moving expenses, and providing relocation assistance to pay for the cost of temporary housing.
    - As a condition of receiving amnesty for fines and fees, the property owner must agree to continue renting to the existing tenant after repairs are complete with reasonable limits on rent increases for that tenant.
2. **Create a low-or no-interest loan or grant program** to support lower-income homeowners (including seniors and people with disabilities) with making repairs or modifications to their residences.

- The program must limit funding to owner-occupied homes that are the homeowner's primary residence, which includes mobile homes where the mobile home owner rents the lot beneath the home.
- Funding for the program can come from any source that allows home rehabilitation as an eligible use of funds. Potential funding sources could include, but are not limited to, local housing trust funds, county funds, state and federal funds passed through the jurisdiction, grants from philanthropic organizations, and private contributions from businesses or individuals.
- Funding recipients must be below 80% of AMI.
- The program must define other eligibility requirements for receiving a loan or grant, eligible uses for funds, and minimum/maximum loan or grant amounts.
- The minimum loan/grant amount must be at least $10,000.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit:

- A template of the tenant habitability plan or a document outlining details that must be included in such a plan if a jurisdiction is selecting the amnesty program for unpermitted units.
- The home rehabilitation program's eligibility requirements and financing terms if a jurisdiction is selecting this option.

III. Affordable Housing Protection Policy Options

To comply with the TOC Policy, a jurisdiction must adopt **at least two** of the tenant protection/anti-displacement policies listed below:

- Protection Policy 1: "Just Cause" Eviction
- Protection Policy 2: No Net Loss and Right to Return to Demolished Homes
- Protection Policy 3: Legal Assistance for Tenants
- Protection Policy 4: Foreclosure Assistance
- Protection Policy 5: Rental Assistance Program
- Protection Policy 6: Rent Stabilization
- Protection Policy 7: Preventing Displacement from Substandard Conditions and Associated Code Enforcement Activities ***(This policy may fulfill either the housing preservation or protection requirement, but not both.)***
- Protection Policy 8: Tenant Relocation Assistance
- Protection Policy 9: Mobile Home Rent Stabilization
- Protection Policy 10: Fair Housing Enforcement
- Protection Policy 11: Tenant Anti-Harassment Protections.

A jurisdiction may meet the requirements with existing adopted policies or as needed, adopt new policies by the TOC Policy compliance deadline. At minimum, policies must apply in TOC areas. Jurisdictions may choose to apply policies beyond the TOC area(s), which could include the entirety of the jurisdiction (i.e., adopting a jurisdiction-wide policy). See Section 2 of the guidance document for more information about these requirements.

Protection Policy 1: "Just Cause" Eviction

Description from TOC Policy Resolution: Defines the circumstances for evictions, such as nonpayment of rent, violation of lease terms, or permanent removal of a dwelling from the rental market, with provisions that are more protective of tenants than those established by AB 1482 (2019, Chiu).

Purpose

Just cause ordinances prohibit landlords from ending a tenancy or evicting a tenant without a specific reason. Just cause protections are generally intended to shield tenants from arbitrary evictions that may occur due to economic incentives in a competitive rental market, retaliation against specific tenants, or other instances in which tenants are not at fault. Accordingly, research identifies just cause eviction as a policy with high potential to prevent residential displacement.[34] Though state law currently provides just cause protections for some tenants, these protections expire in 2030 and do not cover a wide range of tenancies and housing situations. Moreover, in the absence of local just cause policies and local government infrastructure to implement these protections, tenants may be unaware of their rights under state law and how to utilize them. As a result, multiple jurisdictions throughout the Bay Area and across California have adopted local just cause eviction ordinances that go beyond state law to better ensure stability for tenants. An effective just cause eviction ordinance will clearly define a limited set of recognized causes for eviction, provide protections for a wide range of tenants and most housing situations, and create processes for local implementation.

Relevant State Law

AB 1482 (Tenant Protection Act of 2019) and SB 567 (2023)

While some tenants now have just cause eviction protections due to AB 1482 (the Tenant Protection Act of 2019), this law currently has a sunset of January 1, 2030. SB 567 (2023) modified the protections provided by AB 1482 by creating new requirements for landlords seeking to carry out two types of "no-fault" evictions: evictions for substantial remodels of units and owner move-in evictions. SB 567 also makes landlords who violate the Tenant Protection Act liable in civil court for damages and provides mechanisms for the Attorney General, city attorney, or county counsel to enforce the law.

[34] Chapple, K. et. al. (2022). Housing Market Interventions and Residential Mobility in the San Francisco Bay Area. Federal Reserve Bank of San Francisco.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's just cause ordinance must meet the following minimum requirements:

- The ordinance must not have a sunset date.
- The ordinance must require landlords to file notices of termination of tenancy with a designated local government agency, such as a rent program/board or other city department.
- The ordinance must make the failure to file these notices with a designated agency an affirmative defense for a tenant in an eviction case.

Additionally, the ordinance must also expand on other aspects of statewide just cause protections in at least **ONE** of the following ways:

1. **Limit the legally recognized causes for eviction:** The "at-fault" and "no-fault" just causes for eviction allowed by state law can be found in California Civil Code Section 1946.2(b). If choosing this option, a jurisdiction's just cause policy must include fewer just causes for eviction or define them with greater restrictions to increase protections for tenants.
2. **Expand the types of housing and tenancies covered by just cause protections**: The protections provided by state law only apply after all tenants have lived in the unit for 12 months, or where at least one tenant has occupied the unit for 24 months. Additionally, California Civil Code Section 1946.2(e) exempts several unit types from these protections. If choosing this option, a jurisdiction's just cause policy must provide protections to a wider range of tenants and housing types, with the possibility of applying these protections to all renters in the jurisdiction and/or with no minimum period of tenancy to qualify.

Protection Policy 2: No Net Loss and Right to Return to Demolished Homes

Description from TOC Policy Resolution: Include the no net loss provisions currently outlined in SB 330 (2019, Skinner) without a sunset date. Require one-to-one replacement of units that applies the same or a deeper level of affordability, the same number of bedrooms and bathrooms, and comparable square footage to the units demolished. Provide displaced tenants with right of first refusal to rent new comparable units at the same rent as demolished units.

Purpose

The Housing Crisis Act of 2019 was established by SB 330 (2019) and amended by SB 8 (2021). The no net loss provisions in the Housing Crisis Act prevent development projects that require demolition of existing residential structures from reducing the overall housing stock and supply of affordable housing. These provisions create safeguards to ensure that new development increases the housing supply and

maintains or improves existing levels of affordability. The Housing Crisis Act's right to return protections and relocation benefits aim to prevent permanent displacement of existing lower-income tenants by development projects that require demolition. These protections can enable lower-income tenants to maintain housing in their communities at affordable rents, which deters new development from contributing to displacement, housing instability, and homelessness for vulnerable renters.

Relevant State Law

Housing Crisis Act of 2019

The Housing Crisis Act of 2019 prohibits a jurisdiction from approving a housing development that requires demolition unless the project creates at least as many units as will be demolished. The project must also replace all demolished occupied or vacant "protected units," which include units deed-restricted for lower-income households within the past five years, units subject to rent control within the past five years, units occupied by lower-income households within the past five years, or units withdrawn from the rental market via Ellis Act within the past 10 years.[35] The law also includes protections for existing tenants of units that will be demolished. All existing tenants must be allowed to remain until six months prior to the start of construction. Lower-income occupants are entitled to relocation benefits and a right of first refusal to rent or purchase a comparable unit in the new development at an affordable price. The amount of relocation assistance is defined by California Government Code Sections 7260 – 7277. The Housing Crisis Act of 2019 has a sunset date of January 1, 2030.

Requirements for TOC Policy Compliance

Note: If a jurisdiction implements all provisions from SB 330/SB 8 without a sunset date, then the jurisdiction meets the standards required by and can claim credit for both Protection Policy 2 (No Net Loss and Right to Return to Demolished Homes) and Production Policy 7 (Development Certainty and Streamlined Entitlement Process).

To comply with the TOC Policy, a jurisdiction's policy for no net loss and right to return must meet the following minimum requirements:

- Include all the no net loss provisions in the Housing Crisis Act with no sunset date, to the extent permitted by state or federal law. These provisions require replacing all demolished units with units of equivalent size[36] and replacing demolished protected units with units affordable to low-income households.[37]
- Include all right of return provisions in the Housing Crisis Act with no sunset date, to the extent permitted by state or federal law. These provisions require providing

[35] For more information on "protected units" defined by state law, see California Government Code Section 66300(d)(2)(F)(vi).
[36] State law defines equivalent size as containing at least the same number of bedrooms as the units being replaced.
[37] For more information on the affordability requirements for replacing protected units, see subparagraphs (B) and (C) of paragraph (3) of subdivision (c) of California Government Code Section 65915.

displaced lower-income tenants with relocation assistance and right of first refusal to a comparable unit at an affordable rent.[38]

Protection Policy 3: Legal Assistance for Tenants

Description from TOC Policy Resolution: Investments or programs that expand access to legal assistance for tenants threatened with displacement. This could range from a "right to counsel"[39] to dedicated public funding for tenant legal assistance.

Purpose

Many tenant protections granted by state law can only be enforced by tenants using the court system to assert their rights, as is the case for the just cause and rent stabilization protections provided by AB 1482 as well as state anti-harassment laws. However, research and advocates have documented tenants' lack of legal representation in eviction cases and disputes with landlords, while landlords are more commonly represented by attorneys. Legal representation for tenants can ensure greater fairness and due process and increase the likelihood of tenants keeping their housing. Providing legal assistance to tenants helps ensure that tenants have access to legal counsel and are better equipped to defend their rights in court. In recent years, there have been increasing efforts by cities to expand access to legal assistance for tenants facing eviction, which can promote housing stability and prevent homelessness. An effective tenant legal assistance program will include eligibility criteria, a definition of the legal services provided, dedicated funding, and outreach.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's tenant legal assistance program must meet the following minimum requirements:

- The jurisdiction must have a program with secured funding[40] that provides ongoing allocations to the program at or above the level identified in Appendix B. The amount contributed can vary by year as long as the total for the relevant four-year OBAG cycle meets the specified target for the jurisdiction.
    - The required funding amount by tier can be split among any two of the four Protection policies requiring funding, but the jurisdiction will only receive credit toward one policy. For example, a Tier A jurisdiction could choose to

[38] For more information on relocation assistance and right of refusal provided to lower-income households, see California Government Code Section 66300(d)(2)(D).

[39] "Right to counsel" extends the right to an attorney, required in criminal procedures, to tenants in eviction trials, which are civil procedures.

[40] Secured Funding: Housing program funds may be considered secured if they are included in a current budget from a source that is expected to continue and where the use of these funds for the program can be reasonably expected to be approved in subsequent years. The subsequent years' funding may require future budget approvals or may be dependent on uncertain but expected revenue sources, so long as there is not a known sunset date or other limit. For bond proceeds or other one-time investments, funding can be considered secured if it will be available for investment at the required level at any point in the four-year planning period, expected to align with the OBAG cycle.

spend $30,000 on fair housing enforcement and $70,000 on a tenant legal assistance program, for a total of $100,000. Alternatively, the jurisdiction could spend $100,000 on tenant legal assistance. In either scenario, the jurisdiction would receive credit toward one policy for meeting the $100,000 funding threshold for Protection policies.

- Funding for the program can come from any source that allows tenant legal assistance as an eligible use of funds. Potential funding sources could include, but are not limited to, local housing trust funds, county funds, state and federal funds passed through the jurisdiction, grants from philanthropic organizations, and private contributions from businesses or individuals.
- Jurisdictions that have an existing balance in a tenant legal assistance funding program when submitting final documentation for TOC Policy compliance may count existing funds toward the required total so long as funds are available for expenditure during the four-year planning period (anticipated to align with the OBAG cycle).
- Jurisdictions that have committed legal assistance funds prior to submitting final documentation for TOC Policy compliance may count expended funds toward the required total so long as at least one of the following conditions is met:
    - The funds are used to support a program occurring during the relevant four-year OBAG cycle (e.g., funds are committed to an organization to use for legal assistance services during the OBAG 4 cycle sometime between 2026 and 2030).

      AND/OR
    - The funds are expended after January 1, 2025.
- The program's funding terms must define the situations in which a tenant receives legal assistance and set the eligible criteria for who receives assistance. At minimum, eligibility must include eviction and pre-eviction legal services for lower-income tenants.
- A jurisdiction must contract with one or more legal services organizations to provide legal assistance and representation for cases involving eviction and other eligible tenant issues.
- The jurisdiction must make information available for the public on its website regarding the legal service providers who are funded to assist residents.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit:

- A copy of the program's eligibility criteria if they are not included in the ordinance or other documents establishing the program.
- Documents demonstrating the jurisdiction has contracted or will contract with one or more legal services organizations.

- A link to a website where the jurisdiction has made information available about legal services for residents.
- Documents demonstrating the jurisdiction has secured funding that meets the minimum requirements for being considered "secured."
- A schedule of expected funding allocated to the program over the four-year period. MTC understands that projections of future funding may be imprecise, and the expectation is that a jurisdiction will provide a reasonable projection of future funding based on the best information available at the time of submitting compliance documentation to MTC. At the end of the four-year planning period (expected to align with the OBAG cycle), MTC will expect documentation of actual funding received by the program and invested in projects, which may differ from initial projections.

Protection Policy 4: Foreclosure Assistance

Description from TOC Policy Resolution: Provide a dedicated funding source to support owner-occupied homeowners (up to 120% of Area Median Income (AMI)) at-risk of foreclosure, including direct financial assistance (e.g., mortgage assistance, property tax delinquency, HOA dues, etc.), foreclosure prevention counseling, legal assistance, and/or outreach.

Purpose

Foreclosures occur when homeowners are unable to make mortgage or other debt payments on a property and therefore must forfeit the rights to their home. Homeowners at risk of foreclosure, especially lower-income households, are also vulnerable to community displacement, homelessness, and may struggle to secure housing in the future due to foreclosure related credit issues. Accordingly, local policies providing foreclosure assistance actively seek to keep homeowners in their residence, which prevents displacement and promotes community and household stability. Foreclosure assistance activities may be administered directly by a jurisdiction, but often are administered in partnership with nonprofit organizations. An effective foreclosure assistance program will provide stable annual operating support to qualified partners to support homeowners facing foreclosure.

Relevant State Laws/Programs

California Homeowner Bill of Rights

The California Homeowner Bill of Rights provides some protections to homeowners facing foreclosure, which focus largely on requirements for how loan servicers must act during the foreclosure process.

California Mortgage Relief Program

The California Mortgage Relief Program provides financial assistance for homeowners who have fallen behind on housing payments or property taxes during the COVID-19

pandemic because of COVID-related hardships. Funds will be deployed from the program until they are all allocated, with an end date projected by 2025.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's foreclosure assistance program must meet the following minimum requirements:

- The jurisdiction must have a program with secured funding[41] that provides ongoing allocations to the program at or above the level identified in Appendix B. The amount contributed can vary by year as long as the total for the relevant four-year OBAG cycle meets the specified target for the jurisdiction.
    - The required funding amount by tier can be split among any two of the four Protection policies requiring funding, but the jurisdiction will only receive credit toward one policy. For example, a Tier A jurisdiction could choose to spend $30,000 on foreclosure assistance and $70,000 on a rental assistance program, for a total of $100,000. Alternatively, the jurisdiction could spend $100,000 on foreclosure assistance. In either scenario, the jurisdiction would receive credit toward one policy for meeting the $100,000 funding threshold for Protection policies.
- Funding for the program can come from any source that allows foreclosure assistance as an eligible use of funds. Potential funding sources could include, but are not limited to, local housing trust funds, county funds, state and federal funds passed through the jurisdiction, grants from philanthropic organizations, and private contributions from businesses or individuals.
- Jurisdictions that have an existing balance in a foreclosure assistance funding program when submitting final documentation for TOC Policy compliance may count existing funds toward the required total so long as funds are available for expenditure during the four-year planning period (anticipated to align with the OBAG cycle).
- Jurisdictions that have committed foreclosure assistance funds prior to submitting final documentation for TOC Policy compliance may count expended funds toward the required total so long as at least one of the following conditions is met:
    - The funds are used to support a project or program occurring during the relevant four-year OBAG cycle (e.g., funds are committed to an organization to use for foreclosure assistance services during the OBAG 4 cycle sometime between 2026 and 2030).

[41] Secured Funding: Housing program funds may be considered secured if they are included in a current budget from a source that is expected to continue and where the use of these funds for the program can be reasonably expected to be approved in subsequent years. The subsequent years' funding may require future budget approvals or may be dependent on uncertain but expected revenue sources, so long as there is not a known sunset date or other limit. For bond proceeds or other one-time investments, funding can be considered secured if it will be available for investment at the required level at any point in the four-year planning period, expected to align with the OBAG cycle.

AND/OR

  - The funds are expended after January 1, 2025.

- A jurisdiction must contract with one or more organizations to provide foreclosure assistance to homeowners earning up to 120% of AMI.
- Foreclosure assistance activities may include tax delinquency forgiveness, emergency direct financial assistance (loans, grants, or other investment), loan modification services, legal services, foreclosure counseling, and proactive, targeted outreach to eligible households.
- The jurisdiction must make information available for the public on its website regarding the foreclosure assistance providers who are funded to assist residents.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit:

- A copy of the program's eligibility criteria if they are not included in the ordinance or other documents establishing the program.
- Documents demonstrating the jurisdiction has contracted or will contract with one or more foreclosure assistance organizations.
- A link to a website where the jurisdiction has made information available about foreclosure assistance for residents.
- Documents demonstrating the jurisdiction has secured funding that meets the minimum requirements for being considered "secured."
- A schedule of expected funding allocated to the program over the four-year period. MTC understands that projections of future funding may be imprecise, and the expectation is that a jurisdiction will provide a reasonable projection of future funding based on the best information available at the time of submitting compliance documentation to MTC. At the end of the four-year planning period (expected to align with the OBAG cycle), MTC will expect documentation of actual funding received by the program and invested in projects, which may differ from initial projections.

Protection Policy 5: Rental Assistance Program

Description from TOC Policy Resolution: Provide a dedicated funding source and program for rental assistance to low-income[42] households.

Purpose

[42] In some contexts, state and federal agencies use the term "low-income" to refer to the more specific category of households earning between 50% of AMI and 80% of AMI. However, the use of the term "low-income households" in MTC Resolution No. 4530 is assumed to be synonymous with the broader category of "lower-income," or all households below 80% of AMI.

Health emergencies, job loss, or other unexpected expenses disproportionately impact lower-income households, and force renters to choose between paying rent and covering other necessary life expenses. Most eviction filings result from unpaid rent totaling less than the cost of one month, according to research from Princeton University's Eviction Lab.[43] For these reasons, rental assistance programs providing low-income tenants with emergency funds for rent are effective at preventing eviction and stopping displacement.[44] In addition to one-time assistance to prevent eviction, some rental assistance programs provide short-term assistance (e.g., six months to one year) to help residents experiencing homelessness become rehoused and achieve stability. Effective rental assistance programs provide one-time or short-term financial support to lower-income tenants at greatest risk of experiencing eviction and homelessness.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's tenant rental assistance program must meet the following minimum requirements:

- The jurisdiction must have a program with secured funding[45] that provides ongoing allocations to the program at or above the level identified in Appendix B. The amount contributed can vary by year as long as the total for the relevant four-year OBAG cycle meets the specified target for the jurisdiction.
    - The required funding amount by tier can be split among any two of the four Protection policies requiring funding, but the jurisdiction will only receive credit toward one policy. For example, a Tier A jurisdiction could choose to spend $30,000 on fair housing enforcement and $70,000 on a rental assistance program, for a total of $100,000. Alternatively, the jurisdiction could spend $100,000 on rental assistance. In either scenario, the jurisdiction would receive credit toward one policy for meeting the $100,000 funding threshold for Protection policies.
- Funding for the program can come from any source that allows rental assistance as an eligible use of funds. Potential funding sources could include, but are not limited to, local housing trust funds, county funds, state and federal funds passed through the jurisdiction, grants from philanthropic organizations, and private contributions from businesses or individuals.

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[43] Badger, Emily. (2019). Many Renters Who Fact Eviction Owe Less than $600. The New York Times.
[44] Chapple, K. et. al. (2022). Housing Market Interventions and Residential Mobility in the San Francisco Bay Area. Federal Reserve Bank of San Francisco.
[45] Secured Funding: Housing program funds may be considered secured if they are included in a current budget from a source that is expected to continue and where the use of these funds for the program can be reasonably expected to be approved in subsequent years. The subsequent years' funding may require future budget approvals or may be dependent on uncertain but expected revenue sources, so long as there is not a known sunset date or other limit. For bond proceeds or other one-time investments, funding can be considered secured if it will be available for investment at the required level at any point in the four-year planning period, expected to align with the OBAG cycle.

- Jurisdictions that have an existing balance in a rental assistance funding program when submitting final documentation for TOC Policy compliance may count existing funds toward the required total so long as funds are available for expenditure during the four-year planning period (anticipated to align with the OBAG cycle).
- Jurisdictions that have committed rental assistance funds prior to submitting final documentation for TOC Policy compliance may count expended funds toward the required total so long as at least one of the following conditions is met:
    - The funds are used to support a project or program occurring during the relevant four-year OBAG cycle (e.g., funds are committed to an organization to use for rental assistance during the OBAG 4 cycle sometime between 2026 and 2030).

      AND/OR
    - The funds are expended after January 1, 2025.
- The program must define the situations in which a tenant receives rental assistance and set the eligibility criteria for who receives assistance. Assistance must serve lower-income tenants (with incomes at 80% AMI or less), and jurisdictions may decide to target specific income groups or populations deemed most at risk of displacement and/or homelessness. The jurisdiction may choose to include additional eligibility requirements, such as the type(s) of documentation required for a tenant to establish eligibility (e.g., signed self-attestation form, etc.).
- Rental assistance can be distributed directly by the jurisdiction, or the jurisdiction can contract with nonprofits and/or community-based organizations to administer the funds.
- The jurisdiction must make information available for the public on its website regarding the rental assistance providers who are funded to assist residents.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit:

- A copy of the program's eligibility criteria if they are not included in the ordinance or other documents establishing the program.
- Documents demonstrating the jurisdiction has contracted or will contract with one or more rental assistance providers.
- A link to a website where the jurisdiction has made information available about rental assistance available for residents.
- Documents demonstrating the jurisdiction has secured funding that meets the minimum requirements for being considered "secured."
- A schedule of expected funding allocated to the program over the four-year period. MTC understands that projections of future funding may be imprecise, and the expectation is that a jurisdiction will provide a reasonable projection of future

funding based on the best information available at the time of submitting compliance documentation to MTC. At the end of the four-year planning period (expected to align with the OBAG cycle), MTC will expect documentation of actual funding received by the program and invested in projects, which may differ from initial projections.

Protection Policy 6: Rent Stabilization

Description from TOC Policy Resolution: Restricts annual rent increases based upon a measure of inflation or other metric, with provisions exceeding those established by AB 1482 (2019, Chiu).

Purpose

Rent stabilization ordinances limit annual rent increases to protect tenants from displacement. Importantly, research finds that rent stabilization policies are effective in preventing displacement and promoting neighborhood stability, particularly when paired with condominium conversion restrictions and just cause eviction regulations.[46] By decreasing renter housing cost burden over time, rent stabilization leaves tenants with more money to spend on essential needs and in the local economy. The increased stability and affordability created by rent stabilization also has positive consequences for mental and physical health as well as children's educational outcomes.[47] Though state law currently caps rent increases for some tenants, these protections expire in 2030 and allow rent increases beyond what many tenants can afford.[48] Moreover, in the absence of local rent stabilization ordinances and local government infrastructure to enforce them, tenants may be unaware of their rights and how to utilize them. As a result, multiple jurisdictions throughout the Bay Area and across California have adopted local rent stabilization ordinances that go beyond state law to better ensure stability for tenants. An effective rent stabilization ordinance will define a maximum annual rent increase and create mechanisms for local enforcement.

Relevant State Laws

AB 1482 (Tenant Protection Act of 2019) and SB 567 (2023)

AB 1482 (the Tenant Protection Act of 2019) limits annual rent increases to no more than 5% plus the local Consumer Price Index (a measure of the inflation rate) or 10%, whichever is lower. This law currently has a sunset of January 1, 2030. SB 567 (2023) makes landlords who violate the Tenant Protection Act liable in civil court for damages

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[46] Chapple, K. et. al. (2022). Housing Market Interventions and Residential Mobility in the San Francisco Bay Area. Federal Reserve Bank of San Francisco.

[47] PolicyLink. "Rent Stabilization."

[48] Research shows that the 8% rent cap in place in San Jose from 1979 to 2016 had little impact on displacement, leading the city to lower its rent cap to 5% in 2016. Accordingly, the 10% cap allowed in state law may be similarly ineffective at preventing displacement. For more information see the findings in "Exploring The Effectiveness Of Tenant Protections In Silicon Valley" by the Urban Displacement Project at UC Berkeley.

and provides mechanisms for the Attorney General, city attorney, or county counsel to enforce the law.

Costa-Hawkins Rental Housing Act

Local rent stabilization ordinances must adhere to the framework established in state law by the Costa-Hawkins Rental Housing Act. This law establishes certain parameters for the policy features of local ordinances, such as prohibiting rent stabilization on single-family homes or buildings constructed after 1995, and allowing landlords to reset rents to market rate after a tenant leaves their unit (known as "vacancy decontrol"). Local ordinances retain significant room for policy flexibility to respond to local circumstances but must meet Costa-Hawkins's standards.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's rent stabilization ordinance must meet the following minimum requirements:

- The ordinance must not have a sunset date.
- The ordinance must apply to multifamily rental housing with three or more units, while adhering to the parameters of the Costa-Hawkins Rental Housing Act. If the jurisdiction chooses, the ordinance may apply to additional housing types, such as duplexes.
    - The ordinance may allow for exemptions for special housing types (e.g., deed-restricted affordable housing, student housing, assisted living facilities).
- A rent stabilization ordinance must limit maximum annual rent increases to be less than those allowed under state law (see Relevant State Laws section above for more information).[49]
- A jurisdiction must define a local enforcement mechanism (such as a rent board or administrative hearing) whereby tenants can dispute rent increases that exceed legally allowed maximums.[50]

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit documents or regulations describing the processes for enforcing maximum allowable rent increases and deciding disputes regarding rent increases, if these processes are not described in the jurisdiction's rent stabilization ordinance.

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[49] The maximum annual rent increases allowed under state law are defined in California Civil Code Section 1947.12,

[50] While state law provides some mechanisms for enforcement by the Attorney General and/or city attorney if a landlord raises rent in excess of the legally allowed increase, local administrative bodies like rent boards can provide more easily accessible processes for tenants to dispute rent increases that exceed legally allowed maximums.

Protection Policy 7: Preventing Displacement from Substandard Conditions and Associated Code Enforcement Activities

Description from TOC Policy Resolution: Policies, programs, or procedures designed to minimize the risk of displacement caused by substandard conditions including through local code enforcement activities. This may include proactive rental inspection programs and assistance to landlords for property improvements in exchange for anti-displacement commitments. <u>This policy may be used to fulfill either the housing preservation or protection requirement, but not both.</u>

Purpose

Substandard conditions and physical deterioration represent a key threat to the region's rental housing stock and unsubsidized affordable housing units. These conditions create health and safety risks for tenants and can lead to condemnation, abandonment, and/or demolition of housing units. The remediation of substandard conditions in unsubsidized affordable housing is not only necessary to preserve this housing but also represents an important anti-displacement strategy. Code enforcement programs need to ensure habitability issues and needs for substantial property repairs do not lead to the permanent displacement of tenants, which also requires maintaining housing stability for tenants during any temporary displacement necessary for repairs. Code enforcement and other programs to address substandard conditions need to be centered in an anti-displacement framework, otherwise these activities can lead to the immediate displacement of vulnerable tenants if properties are deemed uninhabitable. An effective program which prevents displacement due to code enforcement protects tenants from displacement when renovations are mandated by code enforcement actions by requiring plans for maintaining habitability and providing public support to landlords on the condition that they provide additional tenant protections.

Relevant State Law

California Health and Safety Code (HSC)

HSC Section 17920.3 provides a definition of a substandard building, which includes inadequate sanitation such as a lack of plumbing, ventilation, or heating; structural hazards such as deteriorated floors, walls, or ceilings; faulty weather protection such as defective waterproofing and windows; and so on. Section 17970 – 17972 requires that when a jurisdiction receives a complaint from a tenant, they must inspect the building, document any findings, prescribe a remedy to the property owner, and schedule a reinspection to verify the correction. Section 17980 – 17992 states that once a building is determined to be substandard, the enforcement agency of the jurisdiction cannot require the vacating of residents unless it concurrently requires expeditious demolition or repair to comply with state law. If the tenant cannot safely reside in their unit due to repair, state law requires a property owner to provide affected tenants with compensation for moving expenses; the value of property lost, stolen or damaged in the process of moving; and costs associated with connection charges imposed by utility

companies for starting service. The relocation benefit also includes two months of the established fair market rent for the area as determined by the U.S. Department of Housing and Urban Development, and the property owner must return the full security deposit to the tenant.

Requirements for TOC Compliance

To comply with the TOC Policy, a jurisdiction must adopt a policy to prevent displacement from substandard conditions that meets the minimum standards for at least **ONE** of the following options:

1. **Offer grants or interest-free loans** to landlords to repair substandard or other dangerous/inadequate conditions in exchange for anti-displacement protections for tenants.
    - Funding for the program can come from any source that allows repairs of residential units as an eligible use of funds. Potential funding sources could include, but are not limited to, local housing trust funds, county funds, state and federal funds passed through the jurisdiction, grants from philanthropic organizations, and private contributions from businesses or individuals.
    - Prior to making repairs, the property owner must complete a tenant habitability plan describing how they will maintain habitability for the tenant and any adjacent units while repairs are being performed. If the tenant needs to be relocated for repairs, the plan discusses how the landlord will assist with temporary relocation, which must include offering a nearby available unit at same rent (if landlord owns other properties), paying for moving expenses, and providing relocation assistance to pay for the cost of temporary housing.
    - As a condition of receiving the grant or loan, the property owner must agree to continue renting to the existing tenant after repairs are complete with reasonable limits on rent increases for that tenant.
    - Jurisdictions may set income qualifications for landlords to receive this funding.
2. **Implement a rental escrow program** where tenants experiencing persistent habitability issues receive rent reductions and rental payments are deposited into an escrow account until code violations are addressed.
    - Prior to making repairs, the property owner must complete a tenant habitability plan describing how they will maintain habitability for the tenant and any adjacent units while repairs are being performed. If the tenant needs to be relocated for repairs, the plan discusses how the landlord will assist with temporary relocation, which must include offering a nearby available unit at same rent (if landlord owns other properties), paying for moving expenses, and providing relocation assistance to pay for the cost of temporary housing.
    - The tenant has the right to reoccupy the unit after repairs are complete.

- While rental funds are in escrow, the landlord can request access to them only for repairs, tenant relocation assistance, and other qualifying expenses.
- The rental escrow program must clearly define the circumstances in which a tenant can safely withhold or reduce rent without fear of eviction.

3. **Require landlords to complete a tenant habitability plan** as part of the permitting process for repairs to address code issues.
    - The plan must describe how the landlord will maintain habitability for the tenant and any adjacent units while repairs are being performed.
    - If the tenant needs to be relocated for repairs, the plan discusses how the landlord will assist with temporary relocation, which must include offering a nearby available unit at same rent (if landlord owns other properties), paying for moving expenses, and providing relocation assistance to pay for the cost of temporary housing.
    - The tenant has the right to reoccupy the unit after repairs are complete.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit:

- The rehabilitation grant/loan program's eligibility requirements and financing terms if a jurisdiction is selecting this option.
- A template of the tenant habitability plan or a document outlining details that must be included in such a plan if a jurisdiction is selecting this option.

Protection Policy 8: Tenant Relocation Assistance

Description from TOC Policy Resolution: Policy or program that provides relocation assistance (financial and/or other services) to tenants displaced through no fault of their own, with assistance exceeding that required under state law.

Purpose

Relocation assistance can prevent undue burden and hardship for renters in the Bay Area's high-cost housing market. The majority of Bay Area tenants are lower-income, making less than 80% of Area Median Income (AMI), while nearly one-quarter of the region's renters are extremely low-income and make less than 30% of AMI.[51] Consequently, most tenants are likely to require financial assistance to regain stability if they are displaced from their current housing due to demolition, code enforcement violations, no-fault or no-cause evictions, or other circumstances outside of their control. An effective relocation assistance policy includes clear definitions of tenant eligibility and required minimum compensation from landlord.

[51] U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) ACS tabulation, 2013-2017 release.

Relevant State Laws

Multiple state laws govern situations that require property owners to provide tenants with relocation assistance, including the following:

- Tenant Protection Act of 2019 (AB 1482)
- California Government Code Sections 7260-7277
- Housing Crisis Act of 2019, established by SB 330 (2019) and amended by SB 8 (2021)
- California Health and Safety Code Sections 17975-17975.10

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's relocation assistance policy must meet the following minimum requirements:

- Landlords must make relocation payments for all no-cause or no-fault evictions.[52]
- Jurisdictions can choose to limit assistance to lower-income tenants (those at 80% of AMI or less) or lower- and moderate-income tenants (those at 120% of AMI or less).
- The amount of relocation assistance must be equal to at least three months' fair market rent, unless another law (e.g., local, state, federal) requires a higher minimum amount.

Protection Policy 9: Mobile Home Rent Stabilization

Description from TOC Policy Resolution: Restricts annual rent increases on mobile home residents based upon a measure of inflation or another metric.

Purpose

A mobile home rent stabilization policy can help protect the affordability and stability of mobile home communities. Mobile home parks are often a unique hybrid of rental housing and ownership housing: residents typically own their homes and rent the lots where the homes are located, which generally enables mobile homes to be purchased at much lower prices than other forms of homeownership. In some cases, a mobile home resident rents the actual mobile home, either from the mobile home owner or the mobile home park. Despite their name, mobile homes are rarely able to be moved off their lots, and so an unaffordable increase in lot rent could force the sale of the mobile home and displacement of the residents. In some communities, mobile home parks comprise a significant portion of unsubsidized affordable housing, and these neighborhoods are

[52] No-fault evictions can occur for tenants covered by just cause eviction protections under state law (i.e., AB 1482) or local ordinances, and these no-fault circumstances are defined by the terms of these laws. For tenants who are not covered by just cause eviction protections under state law or local ordinances, no-cause evictions occur when a landlord chooses not to renew an annual lease or provides a notice to terminate the tenancy that is not required to state a reason.

increasingly being acquired by speculative investors.[53] Given these conditions, mobile home rent stabilization can promote longer-term community stability for mobile home residents and prevent displacement of lower-income residents who lack other housing options. An effective mobile home rent stabilization ordinance will include a limit on annual rent increases and processes for ensuring compliance with the policy.

Relevant State Law

SB 940 (2022)

While the Mobile Home Residency Law previously exempted "new construction" from local mobile home rent stabilization laws, SB 940 (2022) limits this exemption to 15 years. Additionally, SB 940 creates a distinction between mobile home parks and mobile home spaces. For individual mobile home spaces within an existing mobile home park, "new construction" is newly constructed spaces "initially rented" after January 1, 1990. For mobile home parks, "new construction" is defined as all spaces in a newly constructed mobile home park for which the permit to operate is first issued on or after January 1, 2023.

Requirements for TOC Policy Compliance

To receive compliance credit for this policy, a jurisdiction must demonstrate there is at least one mobile home park (as defined by California's Mobile Home Park Act) within the jurisdiction. Due to the heightened vulnerability of mobile home parks and the residents who occupy them, a jurisdiction with an adopted mobile home rent stabilization policy that applies to all mobile home parks may receive credit for this policy even if none of the parks are located within TOC areas. If none of the at-risk mobile home parks in a jurisdiction are located within a TOC area, then the jurisdiction must apply this policy jurisdiction-wide.

To comply with the TOC Policy, a jurisdiction's mobile home rent stabilization ordinance must meet the following minimum requirements:

- A mobile home rent stabilization ordinance must define maximum annual rent increases for both mobile home spaces (i.e., lot rent) and mobile homes as **ONE** of the following:
    - A flat rate increase of up to 5%. A jurisdiction may choose to set the maximum allowable rent increase below 5%.
    - A rate increase linked to the local CPI, which is a measure of inflation. A jurisdiction must set the maximum allowable rent increase no higher than 100% of CPI, or the jurisdiction could choose to set the maximum allowable rent increase at a smaller percentage of CPI.

[53] Arnold, C., Benincasa, R., and Childs, M. 2021. How the government helps investors buy mobile home parks, raise rent and evict people. National Public Radio.

    - Some combination of the two standards described above (e.g., a maximum annual rent increase limited to 60% of CPI or 5%, whichever is lower).
- Some form of vacancy control within constitutional limits.
- A jurisdiction must define a local enforcement mechanism (such as a rent board or administrative hearing) whereby mobile home residents can dispute rent increases that exceed legally allowed maximums.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit:

- Documentation of the presence of at least one mobile home park within the jurisdiction.
- Documents or regulations describing the processes for enforcing maximum allowable rent increases and deciding disputes regarding rent increases if these processes are not described in the jurisdiction's rent stabilization ordinance.

Protection Policy 10: Fair Housing Enforcement

Description from TOC Policy Resolution: Policy, program, or investments that support fair housing testing, compliance monitoring, and enforcement.

Purpose

Fair housing laws aim to ensure that people have equal access to housing regardless of their race, national origin, family status, religion, sex, disability, or other characteristics that are known as "protected classes."[54] Across the region, people of color, people with disabilities, and other protected classes are disproportionately represented in a number of indicators of housing need that put them at greater risk of displacement.[55] Consistent enforcement of existing fair housing law is a critical strategy to overcome patterns of segregation and foster inclusive communities. Local jurisdictions can further fair housing by supporting fair housing organizations who conduct fair housing testing, investigate complaints, and assist with filing complaints with the state and/or federal agencies who can take administrative action. In response to fair housing complaints, fair housing organizations can also provide mediation between housing providers and complainants, or file lawsuits against those found to be in violation of the law.

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[54] The Fair Housing Act is a federal law passed in 1968 and amended several times thereafter that protects individuals from experiencing housing discrimination based on the following characteristics: race, color, national origin, religion, sex, familial status, and disability. California's Fair Employment and Housing Act expands on the protected classes defined by federal law by also prohibiting housing discrimination based on the following characteristics: sexual orientation, gender identity and gender expression, genetic information, marital status, source of income, citizenship, primary language, and immigration status.

[55] For more information on disparities in housing needs, see ABAG's Housing Needs Data Packets.

Relevant State Laws

Fair Employment and Housing Act

California's Fair Employment and Housing Act prohibits those engaged in the housing business from discriminating against protected classes. The California Department of Fair Employment and Housing is responsible for enforcing state fair housing laws, which includes investigating and settling fair housing complaints.

AB 686

Affirmatively Furthering Fair Housing, established by AB 686 (2018), requires that local jurisdictions take meaningful actions that address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's fair housing enforcement policy/program must meet the following minimum requirements:

- The jurisdiction must have a program with secured funding[56] that provides ongoing allocations to the program at or above the level identified in Appendix B. The amount contributed can vary by year as long as the total for the relevant four-year OBAG cycle meets the specified target for the jurisdiction.
    - The required funding amount by tier can be split among any two of the four Protection policies requiring funding, but the jurisdiction will only receive credit toward one policy. For example, a Tier A jurisdiction could choose to spend $30,000 on fair housing enforcement and $70,000 on a tenant legal assistance program, for a total of $100,000. Alternatively, the jurisdiction could spend $100,000 on fair housing enforcement. In either scenario, the jurisdiction would receive credit toward one policy for meeting the $100,000 funding threshold for Protection policies.
- Funding for the program can come from any source that allows fair housing enforcement as an eligible use of funds. Potential funding sources could include, but are not limited to, local housing trust funds, county funds, state and federal funds passed through the jurisdiction, grants from philanthropic organizations, and private contributions from businesses or individuals.

[56] Secured Funding: Housing program funds may be considered secured if they are included in a current budget from a source that is expected to continue and where the use of these funds for the program can be reasonably expected to be approved in subsequent years. The subsequent years' funding may require future budget approvals or may be dependent on uncertain but expected revenue sources, so long as there is not a known sunset date or other limit. For bond proceeds or other one-time investments, funding can be considered secured if it will be available for investment at the required level at any point in the four-year planning period, expected to align with the OBAG cycle.

- Jurisdictions that have an existing balance in a fair housing enforcement funding program when submitting final documentation for TOC Policy compliance may count existing funds toward the required total so long as funds are available for expenditure during the four-year planning period (anticipated to align with the OBAG cycle).
- Jurisdictions that have committed fair housing enforcement funds prior to submitting final documentation for TOC Policy compliance may count expended funds toward the required total so long as at least one of the following conditions is met:
    - The funds are used to support a project or program occurring during the relevant four-year OBAG cycle (e.g., funds are committed to an organization to use for legal assistance services during the OBAG 4 cycle sometime between 2026 and 2030).

      AND/OR
    - The funds are expended after January 1, 2025.
- A jurisdiction must contract with one or more fair housing service providers to serve its constituents and provide fair housing enforcement. Alternatively, the jurisdiction can establish its own fair housing testing and enforcement program with staff who conduct fair housing testing on a regular basis,[57] investigate complaints of discrimination, provide information to tenants and landlords, and refer cases to the State Department of Fair Employment and Housing.[58]
- The jurisdiction must make information available for the public on its website regarding the fair housing services available to assist residents.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit:

- Documents demonstrating the jurisdiction has contracted or will contract with one or more fair housing enforcement organizations, if applicable.
- A link to a website where the jurisdiction has made information available about fair housing services for residents.
- Documents demonstrating the jurisdiction has secured funding that meets the minimum requirements for being considered “secured.”
- A schedule of expected funding allocated to the program over the four-year period. MTC understands that projections of future funding may be imprecise, and the expectation is that a jurisdiction will provide a reasonable projection of future funding based on the best information available at the time of submitting

[57] In 2017, the City of Seattle conducted their own in-house civil rights testing program where housing tests were conducted by email, phone and in-person.
[58] The City of Santa Barbara has a Fair Housing Enforcement Officer on staff who completes these actions.

compliance documentation to MTC. At the end of the four-year planning period (expected to align with the OBAG cycle), MTC will expect documentation of actual funding received by the program and invested in projects, which may differ from initial projections.

Protection Policy 11: Tenant Anti-Harassment Protections

Description from TOC Policy Resolution: Policy or program that grants tenants legal protection from unreasonable, abusive, or coercive landlord behavior.

Purpose

Despite existing state law prohibiting landlords from using threats or intimidation for the purpose of influencing tenants to vacate a unit, landlord harassment continues to be an issue of concern and driver of informal evictions in many communities across the Bay Area. State law lacks specific language defining harassing behavior, which can make violations difficult to prove in court. As a result, multiple jurisdictions throughout the Bay Area and across California have adopted anti-harassment ordinances that go beyond state law to better ensure stability for vulnerable tenants.[59]

Informal evictions through tenant harassment are a persistent problem for low-income, undocumented, and/or limited English-speaking residents because these populations are especially vulnerable to landlord actions.[60] Anti-harassment ordinances can reduce such displacement pressures by clarifying what constitutes harassment and enabling affected tenants as well as jurisdictions to stop harassment. Anti-harassment policies can also support habitability improvements by reducing the risk of retaliation against tenants who report habitability issues to landlords, thereby improving the quality of housing. An effective tenant anti-harassment ordinance defines prohibited harassing behaviors and mechanisms for enforcement.

Relevant State Laws

California Civil Code Section 1940.2

State law prohibits a landlord from using "force, willful threats, or menacing conduct" to influence a tenant to vacate a dwelling. The law also prohibits a landlord from threatening to disclose information regarding the immigration or citizenship status of a tenant. Tenants are entitled to up to $2,000 per violation if they prevail in a civil action.

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[59] ***Mercury News*** article from June 15, 2022, reporting on tenant harassment in Concord and the ordinance passed in response by the City Council. ***East Bay Times article*** from July 13, 2021, reporting on tenant harassment in Richmond and the ordinance passed in response by the City Council.

[60] Desmond, M. (2012) Eviction and the Reproduction of Urban Poverty. AJS: 118(1) 88-133; Desmond, M. C. Gershenson, and B. Kiviat (2016) Forced Relocation and Residential Instability among Urban Renters. Social Service Review 89 (2). Greenberg, D. C. Gershenson and M. Desmond (2016) Discrimination in Evictions: Empirical Evidence and Legal Challenges. Harvard Civil Rights-Civil Liberties Law Review 51: 115-158.

California Civil Code Section 1942.5

State law prohibits a landlord from retaliating against a tenant for exercising their legal rights. Landlords who violate this prohibition are liable for actual damages, attorney's fees, and punitive damages of up to $2,000 per retaliatory act.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's tenant anti-harassment policy must meet the following minimum requirements:

- The tenant anti-harassment policy must define harassing behaviors, which at minimum shall include behaviors prohibited by state law as well as the following:
  - Any behavior to prevent tenant organizing. Landlords may not impinge tenants' ability to engage in organizing activities regarding issues of common interest or concern to other tenants, including unreasonable restrictions on distributing literature to and/or meeting with other residents at properties owned by the same landlord.
  - Refusal to accept or acknowledge receipt of a tenant's lawful rent payment.
  - Requesting information or documentation relating to immigration or citizenship status, unless otherwise required by federal law.
  - Failing to perform repairs or maintenance or threatening to fail to perform repairs or maintenance required by contract or by state, county, or local housing, health, or safety laws.
- The policy must state that the city or county attorney as well as the impacted tenant may bring a civil action or request an injunction in response to harassment.
- The policy must establish penalties for landlords found to be in violation, including fines, attorneys' fees, and punitive damages. The policy shall also define a violation of the ordinance as an affirmative defense for a tenant in an eviction proceeding.
- The policy must establish noticing requirements for landlords to provide each tenant with an information sheet outlining anti-harassment protections and any other tenant protections in the jurisdiction (e.g., rent stabilization, just cause, relocation assistance). The sheet must include links to the city website and at least one local tenant legal services organization.

IV. Commercial Stabilization Policy Options

To comply with the TOC Policy, a jurisdiction must adopt **at least one** of the commercial stabilization policies listed below:

- Commercial Stabilization Policy 1: Small Business and Non-Profit Overlay Zone
- Commercial Stabilization Policy 2: Small Business and Non-Profit Preference Policy

- Commercial Stabilization Policy 3: Small Business and Non-Profit Financial Assistance Program
- Commercial Stabilization Policy 4: Small Business Advocate Office

A jurisdiction may meet the requirements with existing adopted policies or as needed, adopt new policies by the TOC Policy compliance deadline. At minimum, policies must apply in TOC areas. Jurisdictions may choose to apply policies beyond the TOC area(s), which could include the entirety of the jurisdiction (i.e., adopting a jurisdiction-wide policy). See Section 2 of the guidance document for more information about these requirements.

Commercial Stabilization Policy 1: Small Business and Non-Profit Overlay

Description from TOC Policy Resolution: Establish boundaries designated for an overlay, triggering a set of protections and benefits should development impact small businesses (including public markets) or community-serving non-profits.

Purpose

To prevent displacement caused by transit-oriented development, jurisdictions can protect existing small businesses and community-serving non-profits by affording protections and benefits beyond what is available jurisdiction-wide. A jurisdiction may select this policy to preserve the rich community of small businesses and non-profits located in areas that are subject to new development. An "overlay zone" is a district that superimposes additional regulations over existing zoning districts.[61] A successful overlay zone offers benefits such as an operating subsidy, eviction protections, and relocation requirements.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's small business and non-profit overlay policy must meet the following minimum requirements:

- Jurisdictions must define "small business" and "community-serving non-profit" to establish the minimum requirements to qualify for protections.
- Offer at least one protection or benefit specific to the community and expected to prevent displacement.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit a copy of the policy's eligibility criteria and description of protections and/or benefits provided, if they are not included in the ordinance or other documents establishing the program.

[61] Planetizen Planopedia. "What is an Overlay District?"

Commercial Stabilization Policy 2: Small Business and Non-Profit Preference Policy

Description from TOC Policy Resolution: Give priority and a right of first offer to local small businesses and/or community-serving non-profits when selecting a tenant for new market-rate commercial space.

Purpose

Transit-oriented development has the potential to displace existing small businesses and non-profits as new development may increase commercial rent costs. This policy would require that owners or managers of applicable commercial spaces provide a preference to small businesses and/or community-serving non-profits when selecting tenants by offering them the right of first offer. A jurisdiction would select this policy to protect their existing community of non-profits and small businesses from displacement.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's small business and non-profit preference policy must meet the following minimum requirements:

- Jurisdictions must define "small business" and "community-serving non-profit" to establish the minimum requirements to qualify for preference.
- Establish a preference policy that prioritizes small businesses and non-profits when selecting new tenants by offering them the right of first offer. Jurisdictions may apply such a policy on publicly-owned properties, as part of the entitlement process for a new development, as a condition of a small business support program, or in other applicable circumstances.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit a copy of the policy's eligibility criteria and preference details, if they are not included in the ordinance or other documents establishing the program.

Commercial Stabilization Policy 3: Small Business and Non-Profit Financial Assistance Program

Description from TOC Policy Resolution: Dedicated funding program for any impacted small business and community-serving non-profits.

Purpose

As jurisdictions promote transit-oriented development in their communities, they must also take steps to prevent displacement and gentrification in these areas. By providing direct financial assistance, jurisdictions can support small businesses and non-profits through any community-wide transition that comes with new transit-oriented development. Jurisdictions may choose this policy to protect their small businesses and community-serving non-profits that enrich the fabric of their community.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's small business and non-profit financial assistance program must meet the following minimum requirements:

- Jurisdictions must define "small business" and "community-serving non-profit" to establish the minimum requirement to quality for financial assistance.
- The jurisdiction must have a program with secured funding[62] that provides financial assistance to stabilize small businesses and non-profits located in the TOC areas. The jurisdiction could choose to offer this assistance to businesses and non-profits in additional areas as well.
- Provide technical assistance and up-to-date information online regarding funding opportunities and deadlines.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit:

- A copy of the eligibility criteria and program details if they are not included in the ordinance or other documents establishing the program.
- Documents demonstrating the jurisdiction has secured funding that meets the minimum requirements for being considered "secured."
- A schedule of expected funding allocated to the program over the four-year period. MTC understands that projections of future funding may be imprecise, and the expectation is that a jurisdiction will provide a reasonable projection of future funding based on the best information available at the time of submitting compliance documentation to MTC. At the end of the four-year planning period (expected to align with the OBAG cycle), MTC will expect documentation of actual funding received by the program and invested in projects, which may differ from initial projections.

Commercial Stabilization Policy 4: Small Business Advocate Office

Description from TOC Policy Resolution: Provide a single point of contact for small business owners and/or a small business alliance.

Purpose

A jurisdiction's small business economy is bolstered by technical assistance, educational workshops, advertising and exposure, and the development of a network of neighboring businesses. These types of support could be offered by a jurisdiction or an

[62] Secured Funding: Housing program funds may be considered secured if they are included in a current budget from a source that is expected to continue and where the use of these funds for the program can be reasonably expected to be approved in subsequent years. The subsequent years' funding may require future budget approvals or may be dependent on uncertain but expected revenue sources, so long as there is not a known sunset date or other limit. For bond proceeds or other one-time investments, funding can be considered secured if it will be available for investment at the required level at any point in the four-year planning period, expected to align with the OBAG cycle.

outside contractor and are best utilized when there is a single point of contact. A jurisdiction may choose this policy to commit to the resilience of their small business community.

Requirements for TOC Policy Compliance

To comply with the TOC Policy, a jurisdiction's small business advocate office policy must meet the following minimum requirements:

- Provide a single point of contact for small business owners to connect with a technical support resource. The single point of contact could be a jurisdictional staff member or an outside contractor. Outside contractors could be a staff member of the nearest Small Business Center (SBC) or Small Business Development Center (SBDC)[63] In the case of an outside contractor, the jurisdiction must have dedicated staff oversight.

Submitting Additional Required Documentation

In addition to the standard submission requirements, a jurisdiction must submit:

- A copy of the eligibility criteria and program details if they are not included in the ordinance or other documents establishing the program.
- If an outside contractor is used as the point of contact, a description of the jurisdiction's approach for oversight of the contractor.

[63] SBCs are part of the California Network of Small Business and Technical Assistance Centers, funded by CalOSBA, while SBDCs are part of a nationwide network funded by the U.S. Small Business Administration.

Appendix B: Jurisdictions by Funding Tier

Table 1 lists the jurisdictions in each funding tier and the jurisdiction's required minimum four-year funding commitment for each policy selected that requires a funding commitment. ***Note: all Bay Area jurisdictions are listed, although not all jurisdictions have TOC areas.***

For the policies in the Protection category, the required funding amount by tier can be split among any two of the four policies, but the jurisdiction will only receive credit toward one policy. For example, a Tier A jurisdiction could choose to spend $30,000 on fair housing enforcement and $70,000 on a rental assistance program, for a total of $100,000. Alternatively, the jurisdiction could spend $100,000 on a single policy, such as rental assistance. In either scenario, the jurisdiction would receive credit toward one policy for meeting the $100,000 funding threshold for Protection policies.

Table 1: Jurisdictions by Funding Tier

Jurisdiction	*Very Low- and Low-Income RHNA*	*Tier*	*Production 2 and Production 6*	*Preservation 1 and Preservation 5*	*Protection 3, Protection 4, Protection 5, and Protection 10*
Yountville	30	A	$1,000,000	$500,000	$100,000
Calistoga	50	A	$1,000,000	$500,000	$100,000
Ross	54	A	$1,000,000	$500,000	$100,000
Unincorporated Napa	61	A	$1,000,000	$500,000	$100,000
Colma	69	A	$1,000,000	$500,000	$100,000
Belvedere	77	A	$1,000,000	$500,000	$100,000
Monte Sereno	83	A	$1,000,000	$500,000	$100,000
Sebastopol	86	A	$1,000,000	$500,000	$100,000
Cotati	94	A	$1,000,000	$500,000	$100,000
Portola Valley	115	A	$1,000,000	$500,000	$100,000
Unincorporated Solano	130	A	$1,000,000	$500,000	$100,000
Cloverdale	141	A	$1,000,000	$500,000	$100,000
Woodside	142	A	$1,000,000	$500,000	$100,000
Atherton	148	A	$1,000,000	$500,000	$100,000
St. Helena	163	A	$1,000,000	$500,000	$100,000
Dixon	175	A	$1,000,000	$500,000	$100,000
Pinole	190	A	$1,000,000	$500,000	$100,000
Los Altos Hills	197	A	$1,000,000	$500,000	$100,000
Fairfax	235	A	$1,000,000	$500,000	$100,000
Hillsborough	244	A	$1,000,000	$500,000	$100,000

Jurisdiction	Very Low- and Low-Income RHNA	Tier	Production 2 and Production 6	Preservation 1 and Preservation 5	Protection 3, Protection 4, Protection 5, and Protection 10
Suisun City	255	A	$1,000,000	$500,000	$100,000
Piedmont	257	A	$1,000,000	$500,000	$100,000
East Palo Alto	260	A	$1,000,000	$500,000	$100,000
Clayton	267	A	$1,000,000	$500,000	$100,000
San Pablo	273	A	$1,000,000	$500,000	$100,000
American Canyon	278	A	$1,000,000	$500,000	$100,000
Half Moon Bay	285	A	$1,000,000	$500,000	$100,000
Healdsburg	299	A	$1,000,000	$500,000	$100,000
Tiburon	303	A	$1,000,000	$500,000	$100,000
Sausalito	315	A	$1,000,000	$500,000	$100,000
Corte Madera	336	A	$1,000,000	$500,000	$100,000
Benicia	339	A	$1,000,000	$500,000	$100,000
San Anselmo	398	A	$1,000,000	$500,000	$100,000
Mill Valley	413	B	$1,400,000	$600,000	$200,000
Morgan Hill	413	B	$1,400,000	$600,000	$200,000
Oakley	440	B	$1,400,000	$600,000	$200,000
Larkspur	459	B	$1,400,000	$600,000	$200,000
Albany	486	B	$1,400,000	$600,000	$200,000
Brisbane	500	B	$1,400,000	$600,000	$200,000
Moraga	501	B	$1,400,000	$600,000	$200,000
El Cerrito	526	B	$1,400,000	$600,000	$200,000
Hercules	542	B	$1,400,000	$600,000	$200,000
Martinez	551	B	$1,400,000	$600,000	$200,000
Orinda	587	B	$1,400,000	$600,000	$200,000
Windsor	607	B	$1,400,000	$600,000	$200,000
Rohnert Park	629	B	$1,400,000	$600,000	$200,000
Brentwood	634	B	$1,400,000	$600,000	$200,000
Emeryville	710	C	$2,000,000	$700,000	$200,000
Saratoga	715	C	$2,000,000	$700,000	$200,000
Newark	732	C	$2,000,000	$700,000	$200,000
Belmont	769	C	$3,000,000	$700,000	$200,000
Petaluma	787	C	$2,000,000	$700,000	$200,000
Los Altos	789	C	$2,000,000	$700,000	$200,000
Pittsburg	812	C	$2,000,000	$700,000	$200,000
Foster City	819	C	$2,000,000	$700,000	$200,000
Los Gatos	847	C	$2,000,000	$700,000	$200,000
Pacifica	848	C	$2,000,000	$700,000	$200,000
Pleasant Hill	892	C	$2,000,000	$700,000	$200,000

Jurisdiction	Very Low- and Low-Income RHNA	Tier	Production 2 and Production 6	Preservation 1 and Preservation 5	Protection 3, Protection 4, Protection 5, and Protection 10
Novato	898	C	$2,000,000	$700,000	$200,000
Millbrae	906	C	$2,000,000	$700,000	$200,000
Lafayette	943	C	$2,000,000	$700,000	$200,000
Danville	1,028	C	$2,000,000	$700,000	$200,000
Gilroy	1,054	C	$2,000,000	$700,000	$200,000
Vallejo	1,059	C	$2,000,000	$700,000	$200,000
Vacaville	1,081	C	$2,000,000	$700,000	$200,000
San Bruno	1,109	D	$3,000,000	$900,000	$300,000
San Carlos	1,164	D	$3,000,000	$900,000	$300,000
Menlo Park	1,166	D	$3,000,000	$900,000	$300,000
Campbell	1,186	D	$3,000,000	$900,000	$300,000
Napa	1,214	D	$3,000,000	$900,000	$300,000
Antioch	1,248	D	$3,000,000	$900,000	$300,000
Fairfield	1,256	D	$3,000,000	$900,000	$300,000
Unincorporated San Mateo	1279	D	$3,000,000	$900,000	$300,000
Unincorporated Santa Clara	1305	D	$3,000,000	$900,000	$300,000
Richmond	1,325	D	$3,000,000	$900,000	$300,000
San Rafael	1,349	D	$3,000,000	$900,000	$300,000
San Leandro	1,357	D	$3,000,000	$900,000	$300,000
Union City	1,358	D	$3,000,000	$900,000	$300,000
Burlingame	1,360	D	$3,000,000	$900,000	$300,000
South San Francisco	1,373	D	$3,000,000	$900,000	$300,000
Unincorporated Sonoma	1,608	E	$4,000,000	$1,200,000	$300,000
Hayward	1,692	E	$4,000,000	$1,200,000	$300,000
Dublin	1,710	E	$4,000,000	$1,200,000	$300,000
Unincorporated Marin	1734	E	$4,000,000	$1,200,000	$300,000
Redwood City	1,758	E	$4,000,000	$1,200,000	$300,000
Cupertino	1,880	E	$4,000,000	$1,200,000	$300,000
Santa Rosa	1,919	E	$4,000,000	$1,200,000	$300,000
Unincorporated Alameda	1,972	E	$4,000,000	$1,200,000	$300,000
Concord	2,036	E	$4,000,000	$1,200,000	$300,000
Livermore	2,075	E	$4,000,000	$1,200,000	$300,000
Daly City	2,105	E	$4,000,000	$1,200,000	$300,000
Alameda	2,239	E	$4,000,000	$1,200,000	$300,000

Jurisdiction	Very Low- and Low-Income RHNA	Tier	Production 2 and Production 6	Preservation 1 and Preservation 5	Protection 3, Protection 4, Protection 5, and Protection 10
San Ramon	1,359	E	$4,000,000	$1,200,000	$300,000
Palo Alto	2,452	E	$4,000,000	$1,200,000	$300,000
Walnut Creek	2,611	E	$4,000,000	$1,200,000	$300,000
Milpitas	2,655	E	$4,000,000	$1,200,000	$300,000
Pleasanton	2,758	E	$4,000,000	$1,200,000	$300,000
San Mateo	2,800	E	$4,000,000	$1,200,000	$300,000
Unincorporated Contra Costa	3,266	F	$8,000,000	$2,400,000	$400,000
Berkeley	3,854	F	$8,000,000	$2,400,000	$400,000
Mountain View	4,370	F	$8,000,000	$2,400,000	$400,000
Santa Clara	4,525	F	$8,000,000	$2,400,000	$400,000
Sunnyvale	4,677	F	$8,000,000	$2,400,000	$400,000
Fremont	5,736	F	$8,000,000	$2,400,000	$400,000
Oakland	10,261	G	$40,000,000	$8,000,000	$1,000,000
San Jose	23,775	G	$40,000,000	$8,000,000	$1,000,000
San Francisco	32,881	G	$40,000,000	$8,000,000	$1,000,000

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA AUTHORIZING THE FILING OF AN APPLICATION FOR FUNDING ASSIGNED TO MTC AND COMMITTING ANY NECESSARY FUNDS AND STATING ASSURANCE TO COMPLETE THE PROJECT

WHEREAS, City of Santa Clara (herein referred to as APPLICANT) is submitting an application to the Metropolitan Transportation Commission (MTC) for funding assigned to MTC for programming discretion, which includes federal funding administered by the Federal Highway Administration (FHWA) and federal or state funding administered by the California Transportation Commission (CTC) such as Surface Transportation Block Grant Program (STP) funding, Congestion Mitigation and Air Quality Improvement Program (CMAQ) funding, Transportation Alternatives (TA) set-aside/Active Transportation Program (ATP) funding, and Regional Transportation Improvement Program (RTIP) funding (herein collectively referred to as REGIONAL DISCRETIONARY FUNDING) for TOC Technical Assistance grants to support local implementation of the Transit-Oriented Communities Policy (herein referred to as PROJECT) as a part of MTC's Housing Technical Assistance Program (herein referred to as PROGRAM);

WHEREAS, the United States Congress from time to time enacts and amends legislation to provide funding for various transportation needs and programs, (collectively, the FEDERAL TRANSPORTATION ACT) including, but not limited to the Surface Transportation Block Grant Program (STP) (23 U.S.C. § 133), the Congestion Mitigation and Air Quality Improvement Program (CMAQ) (23 U.S.C. § 149) and the Transportation Alternatives (TA) set-aside (23 U.S.C. § 133);

WHEREAS, state statutes, including California Streets and Highways Code §182.6, §182.7, and §2381(a)(1), and California Government Code §14527, provide various funding programs for the programming discretion of the Metropolitan Planning Organization (MPO) and the Regional Transportation Planning Agency (RTPA);

WHEREAS, pursuant to the FEDERAL TRANSPORTATION ACT, and any regulations

promulgated thereunder, eligible project sponsors wishing to receive federal or state funds for a regionally significant project shall submit an application first with the appropriate MPO, or RTPA, as applicable, for review and inclusion in the federal Transportation Improvement Program (TIP);

WHEREAS, MTC is the MPO and RTPA for the nine counties of the San Francisco Bay region;

WHEREAS, MTC has adopted a Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) that sets out procedures governing the application and use of REGIONAL DISCRETIONARY FUNDING;

WHEREAS, APPLICANT is an eligible sponsor for REGIONAL DISCRETIONARY FUNDING;

WHEREAS, as part of the application for REGIONAL DISCRETIONARY FUNDING, MTC requires a resolution adopted by the responsible implementing agency stating the following:

- The commitment of any required matching funds
- That the sponsor understands that the REGIONAL DISCRETIONARY FUNDING is fixed at the programmed amount, and therefore any cost increase cannot be expected to be funded with additional REGIONAL DISCRETIONARY FUNDING
- That the PROJECT will comply with the procedures, delivery milestones and funding deadlines specified in the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised)
- The assurance of the sponsor to complete the PROJECT as described in the application, subject to environmental clearance, and if approved, as included in MTC's federal Transportation Improvement Program (TIP)
- That the PROJECT will have adequate staffing resources to deliver and complete the PROJECT within the schedule submitted with the project application
- That the PROJECT will comply with all project-specific requirements as set forth in the PROGRAM
- That APPLICANT has assigned, and will maintain a single point of contact for all FHWA-

and CTC-funded transportation projects to coordinate within the agency and with the respective Congestion Management Agency (CMA), MTC, Caltrans, FHWA, and CTC on all communications, inquires or issues that may arise during the federal programming and delivery process for all FHWA- and CTC-funded transportation and transit projects implemented by APPLICANT

WHEREAS, that APPLICANT is authorized to submit an application for REGIONAL DISCRETIONARY FUNDING for the PROJECT;

WHEREAS, there is no legal impediment to APPLICANT making applications for the funds;

WHEREAS, there is no pending or threatened litigation that might in any way adversely affectthe proposed PROJECT, or the ability of APPLICANT to deliver such PROJECT;

WHEREAS, APPLICANT authorizes its City Manager to execute and file an application withMTC for REGIONAL DISCRETIONARY FUNDING for the PROJECT as referenced in this resolution; and,

WHEREAS, MTC requires that a copy of this resolution be transmitted to the MTC inconjunction with the filing of the application.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the APPLICANT is authorized to execute and file an application for funding for the PROJECT for REGIONAL DISCRETIONARY FUNDING under the FEDERAL TRANSPORTATION ACT or continued funding.

2. That APPLICANT will provide any required matching funds.

3. That APPLICANT understands that the REGIONAL DISCRETIONARY FUNDING for the project is fixed at the MTC approved programmed amount, and that any cost increases must be funded by the APPLICANT from other funds, and that APPLICANT does not expect any cost increases to be funded with additional REGIONAL DISCRETIONARY FUNDING.

4. That APPLICANT understands the funding deadlines associated with these funds and will comply with the provisions and requirements of the Regional Project Funding Delivery

Policy (MTC Resolution No. 3606, revised) and APPLICANT has, and will retain the expertise, knowledge and resources necessary to deliver federally-funded transportation and transit projects, and has assigned, and will maintain a single point of contact for all FHWA- and CTC-funded transportation projects to coordinate within the agency and with the respective Congestion Management Agency (CMA), MTC, Caltrans, FHWA, and CTC on all communications, inquires or issues that may arise during the federal programming and delivery process for all FHWA- and CTC-funded transportation and transit projects implemented by APPLICANT.

5. That PROJECT will be implemented as described in the complete application and in this resolution, subject to environmental clearance, and, if approved, for the amount approved by MTC and programmed in the federal TIP.

6. That APPLICANT has reviewed the PROJECT and has adequate staffing resources to deliver and complete the PROJECT within the schedule submitted with the project application.

7. That PROJECT will comply with the requirements as set forth in MTC programming guidelines and project selection procedures for the PROGRAM.

8. That, in the case of a transit project, APPLICANT agrees to comply with the requirements of MTC's Transit Coordination Implementation Plan as set forth in MTC ResolutionNo. 3866, revised.

9. That, in the case of a highway project, APPLICANT agrees to comply with the requirements of MTC's Traffic Operations System (TOS) Policy as set forth in MTC Resolution No. 4104.

10. That, in the case of an RTIP project, PROJECT is included in a local congestion management plan, or is consistent with the capital improvement program adopted pursuant to MTC's funding agreement with the countywide transportation agency.

11. That APPLICANT is an eligible sponsor of REGIONAL DISCRETIONARY FUNDING funded projects.

12. That APPLICANT is authorized to submit an application for REGIONAL DISCRETIONARY FUNDING for the PROJECT.

13. That there is no legal impediment to APPLICANT making applications for the funds.

14. That there is no pending or threatened litigation that might in any way adversely affect the proposed PROJECT, or the ability of APPLICANT to deliver such PROJECT.

15. That APPLICANT authorizes its City Manager or their designee to execute and file an application with MTC for REGIONAL DISCRETIONARY FUNDING for the PROJECT as referenced in this resolution.

16. That a copy of this resolution will be transmitted to the MTC in conjunction with the filingof the application.

17. That the MTC is requested to support the application for the PROJECT described in the resolution, and if approved, to include the PROJECT in MTC's federal TIP upon submittal by theproject sponsor for TIP programming.

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18. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 12TH DAY OF NOVEMBER, 2024, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments Incorporated by Reference: None

24-1121 **Agenda Date: 11/19/2024**

REPORT TO COUNCIL

SUBJECT
Adopt a Resolution Approving and Adopting Updated Salary Plans for Various As-Needed and Classified Positions

COUNCIL PILLAR
Enhance Community Engagement and Transparency

BACKGROUND
Adoption of a Resolution Approving and Adopting the Updated Classified Salary Plan
Section 9 of the Personnel and Salary Resolution requires City Council approval of compensation plans for classified positions. In addition, the City of Santa Clara contracts with the California Public Employees' Retirement System (CalPERS) to provide retirement benefits for employees in both classified and unclassified positions. When the City makes modifications to the salary schedules for its as-needed or classified positions, the City Council must approve and adopt the publicly available salary schedules to comply with the CalPERS requirements stated in California Code of Regulations (CCR) section 570.5. If the City Council does not approve these resolutions, the City will be non-compliant with CalPERS record keeping and reporting requirements. The City of Santa Clara is a contracting agency with CalPERS and is required to comply with its requirements. The proposed Council action satisfies these applicable requirements.

The updated classified salary plans reflect the negotiated and Council approved Cost of Living Adjustments (COLA) included in each agreement for the Santa Clara Firefighters, IAFF Local 1171 (hereafter, "Unit 1"); the Police Officers Association (hereafter, "Unit 2"); the International Brotherhood of Electrical Workers, Local Union 1245 (hereafter, "Unit 3"); the City of Santa Clara Employees Association (hereafter, "Unit 578"); and the Public Safety Non-Sworn Employees Association (hereafter, "Unit 10"). All classifications that are covered by the listed bargaining units, shall receive an automatic wage increase as described below effective December 22, 2024.

Adoption of a Resolution Approving and Adopting the Updated As-Needed Salary Plan
The City is required to comply with Section 9 of the Personnel and Salary Resolution, as well as California Code of Regulations Section 570.5 for as-needed salaries, just as it would for the classified salaries described above. The As-Needed Salary Plan has been modified to reflect the change in the City of Santa Clara minimum wage effective January 1, 2025. The minimum wage for the City of Santa Clara will be increased to $18.20/hour, which is based on the Regional Consumer Price Index per the Minimum Wage Ordinance.

DISCUSSION
Adoption of a Resolution Approving and Adopting the Updated Classified Salary Plan

The Classified Salary Plan has been modified to reflect negotiated wage increases for several bargaining groups. All classifications that are covered by the respective bargaining units shall receive an automatic increase effective the pay period beginning on December 22, 2024, which is the first pay period of calendar year 2025. The bargaining units and their respective wage increases are:

- Santa Clara Firefighters, International Association of Firefighters, IAFF Local 1171 (Unit 1): A wage increase of approximately 2.5%. Previously approved by City Council in open session as part of an agreement on a successor Memorandum of Agreement (MOU) on or about July 12, 2022.
- Police Officers Association (Unit 2): A wage increase of approximately 4.0%. Previously approved by City Council in open session as part of an agreement on a successor Memorandum of Agreement (MOU) on or about June 7, 2022.
- International Brotherhood of Electrical Workers, Local Union 1245 (Unit 3): A wage increase of approximately 5.0%. Previously approved by City Council in open session as part of an agreement on a successor MOU on or about June 21, 2022. These wages are funded by the Silicon Valley Power enterprise fund.
- City of Santa Clara Employees Association (Unit 578): A wage increase of approximately 3.0%. Previously approved by City Council in open session as part of an agreement on a successor MOU on or about June 4, 2024.
- Public Safety Non-Sworn Employees Association (Unit 10): A wage increase of approximately 4.0%. Previously approved by City Council in open session as part of an agreement on a successor MOU on or about November 1, 2022.

<u>Adopt a Resolution Approving and Adopting the Updated As-Needed Salary Plan</u>
The As-Needed Salary Plan is recommended to be modified as follows, in order to comply with the City's Minimum Wage Ordinance increase from $17.75 per hour to $18.20 per hour, effective January 1, 2025:

- Crossing Guard (Job Code 362) - with an hourly range of $18.20 - $28.50,
- Emergency Medical Technician (Job Code 100) - with an hourly range of $18.20 - $20.19,
- Instructor/Lifeguard (Job Code 501) - with an hourly range of $18.20 - $25.31,
- Laborer (Job Code 502) - with an hourly range of $18.20 - $24.85,
- Law Clerk I (Job Code 524) - with an hourly range of $18.20 - $20.16,
- Library Page (Job Code 542) - with a flat hourly rate of $18.20,
- Library Technology Aide (Job Code 537) - with a flat hourly rate of $18.20,
- Nutrition Meal Server (Job Code 608) - with an hourly range of $18.20 - $20.81,
- Records Assistant (Job Code 606) - with an hourly range of $18.20 - $18.41,
- Recreation Instructor (Job Code 699) - with an hourly range of $18.20 - $30.91,
- Recreation Leader I (Job Code 681) - with an hourly range of $18.20 - $21.56,
- Recreation Office Assistant (Job Code 698) - with an hourly range of $18.20 - $21.56,
- Sr Library Page (Job Code 756) - with an hourly range of $18.20 - $20.96,
- Student Intern I (Job Code 497) - with an hourly range of $18.20 - $22.00; and
- Temporary Employee (Job Code 349) - with an hourly range of $18.20 - $214.06.

The As-Needed Salary Plan is recommended to be modified as follows, in order to address

compaction for the Recreation Leader II (Job Code 682) and create a recruitment incentive for the Student Internship program:

- Recreation Leader II (Job Code 682) - with an hourly range of $19.28 - $25.10;
- Student Intern II (Job Code 498) - with an hourly range of $21.69 - $26.25; and
- Student Intern III (Job Code 504) - with an hourly range of $23.97 - $29.00.

The changes to the As-Needed Salary Plan will be effective on December 22, 2024, the pay period that coincides with the January 1, 2025 effective date.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

The general wage increases have a salary cost of approximately $4.46 million (all funds), of which approximately $2.92 million is in the General Fund and $1.54 million is in other funds. These increases were factored into the FY 2024/25 Adopted Biennial Operating Budget.

Bargaining Unit	**General Fund**	**All Funds**
IAFF (Unit 1)	$ 0.69 M	$ 0.77 M
POA (Unit 2)	1.28 M	1.28 M
IBEW (Unit 3)	0.0 M	0.92 M
Employees Association (Unit 578)	0.62 M	1.15 M
PSNSEA (Unit 10)	0.33 M	0.34 M
TOTAL	**$ 2.92 M**	**$ 4.46 M**

The fiscal impact to the FY 2024/25 Operating Budget to update as-needed class specifications that are covered under the City’s Minimum Wage Ordinance increase from $17.75 per hour to $18.20 per hour effective December 22, 2024 to coincide with the pay period that includes January 1, 2025 and the modifications to Recreation Leader II and the Student Intern II and III is approximately $31,200. This additional cost will be absorbed by the various departments in their existing budgets for FY 2024/25 and will be factored into the FY 2025/26 budget.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney’s Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov>, or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Adopt a Resolution to approve and adopt the revised salary plans for various as-needed positions and various classified positions (effective December 22, 2024) to satisfy the requirements of California Code of Regulations Section 570.5.

Reviewed by: Aracely Azevedo, Director of Human Resources
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Classified Salary Plan eff 12-22-2024 (for Council 11-19-2024)
2. As-Needed Salary Plan eff 12-22-2024 (for Council 11-19-2024)
3. City of Santa Clara Minimum Wage Ordinance No. 1969
4. Resolution for Updated Classified and As-Needed Salary Plans (for 11-19-2024)

				Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Job Title	Job Code	Union Sal Code Plan	Grade	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual
Account Clerk I	210	578 A	019	$ 38.724519	$ 6,712.25	$ 80,547.00	$ 40.684212	$ 7,051.93	$ 84,623.16	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 49.573615	$ 8,592.76	$ 103,113.12
Account Clerk II	215	578 A	023	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 54.510058	$ 9,448.41	$ 113,380.92
Account Clerk III	220	578 A	025	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 57.262962	$ 9,925.58	$ 119,106.96
Accountant	205	578 A	031	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 66.315231	$ 11,494.64	$ 137,935.68
Accounting Technician I	216	578 A	018	$ 37.788808	$ 6,550.06	$ 78,600.72	$ 39.653481	$ 6,873.27	$ 82,479.24	$ 41.721635	$ 7,231.75	$ 86,781.00	$ 43.830404	$ 7,597.27	$ 91,167.24	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 48.326019	$ 8,376.51	$ 100,518.12
Accounting Technician II	217	578 A	020	$ 39.653481	$ 6,873.27	$ 82,479.24	$ 41.721635	$ 7,231.75	$ 86,781.00	$ 43.830404	$ 7,597.27	$ 91,167.24	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 50.828077	$ 8,810.20	$ 105,722.40
Associate Engineer (Civil)	321	4 E	034	$ 64.605577	$ 11,198.30	$ 134,379.60	$ 67.964250	$ 11,780.47	$ 141,365.64	$ 71.240827	$ 12,348.41	$ 148,180.92	$ 74.808462	$ 12,966.80	$ 155,601.60	$ 78.622385	$ 13,627.88	$ 163,534.56	$ 80.682288	$ 13,984.93	$ 167,819.16	$ 82.690096	$ 14,332.95	$ 171,995.40
Associate Planner	240	578 A	036	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 68.010346	$ 11,788.46	$ 141,461.52	$ 71.454923	$ 12,385.52	$ 148,626.24	$ 73.150096	$ 12,679.35	$ 152,152.20	$ 74.858885	$ 12,975.54	$ 155,706.48
Asst Elec Utility Engineer	230	4 E2	032	$ 67.343769	$ 11,672.92	$ 140,075.04	$ 70.586077	$ 12,234.92	$ 146,819.04	$ 74.244692	$ 12,869.08	$ 154,428.96	$ 77.829058	$ 13,490.37	$ 161,884.44	$ 81.733096	$ 14,167.07	$ 170,004.84	$ 83.807885	$ 14,526.70	$ 174,320.40	$ 85.890115	$ 14,887.62	$ 178,651.44
Asst Engineer (Civil)	228	4 E	032	$ 61.635115	$ 10,683.42	$ 128,201.04	$ 64.605577	$ 11,198.30	$ 134,379.60	$ 67.964250	$ 11,780.47	$ 141,365.64	$ 71.240827	$ 12,348.41	$ 148,180.92	$ 74.808462	$ 12,966.80	$ 155,601.60	$ 76.704173	$ 13,295.39	$ 159,544.68	$ 78.622385	$ 13,627.88	$ 163,534.56
Asst Planner	232	578 A	029	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 63.128250	$ 10,942.23	$ 131,306.76
Asst Training Officer	233S	1S C1	041	$ 63.881126	$ 15,501.82	$ 186,021.84	$ 67.129409	$ 16,290.07	$ 195,480.84	$ 70.480714	$ 17,103.32	$ 205,239.84	$ 74.038104	$ 17,966.58	$ 215,598.96	$ 77.806484	$ 18,881.04	$ 226,572.48	$ 79.685769	$ 19,337.08	$ 232,044.96	$ 81.682830	$ 19,821.70	$ 237,860.40
Asst Wtr & Sanitary Swr Super	229	578 A	038	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 68.010346	$ 11,788.46	$ 141,461.52	$ 71.454923	$ 12,385.52	$ 148,626.24	$ 74.858885	$ 12,975.54	$ 155,706.48	$ 76.737173	$ 13,301.11	$ 159,613.32	$ 78.649269	$ 13,632.54	$ 163,590.48
Auto Services Utility Worker	244	578 A	015	$ 35.090135	$ 6,082.29	$ 72,987.48	$ 36.832731	$ 6,384.34	$ 76,612.08	$ 38.724519	$ 6,712.25	$ 80,547.00	$ 40.684212	$ 7,051.93	$ 84,623.16	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 43.830404	$ 7,597.27	$ 91,167.24	$ 44.969596	$ 7,794.73	$ 93,536.76
Automotive Foreman/Forewoman	252	578 A	030	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 64.640365	$ 11,204.33	$ 134,451.96
Automotive Technician I	248	6 G	020	$ 37.117731	$ 6,433.74	$ 77,204.88	$ 38.996885	$ 6,759.46	$ 81,113.52	$ 41.050385	$ 7,115.40	$ 85,384.80	$ 43.187769	$ 7,485.88	$ 89,830.56	$ 45.292904	$ 7,850.77	$ 94,209.24	$ 46.423038	$ 8,046.66	$ 96,559.92	$ 47.559519	$ 8,243.65	$ 98,923.80
Automotive Technician II	249	6 G	022	$ 38.996885	$ 6,759.46	$ 81,113.52	$ 41.050385	$ 7,115.40	$ 85,384.80	$ 43.187769	$ 7,485.88	$ 89,830.56	$ 45.292904	$ 7,850.77	$ 94,209.24	$ 47.559519	$ 8,243.65	$ 98,923.80	$ 48.747692	$ 8,449.60	$ 101,395.20	$ 49.845462	$ 8,639.88	$ 103,678.56
Automotive Technician III	250	6 G	028	$ 45.292904	$ 7,850.77	$ 94,209.24	$ 47.559519	$ 8,243.65	$ 98,923.80	$ 49.845462	$ 8,639.88	$ 103,678.56	$ 52.267038	$ 9,059.62	$ 108,715.44	$ 54.946904	$ 9,524.13	$ 114,289.56	$ 56.277115	$ 9,754.70	$ 117,056.40	$ 57.626769	$ 9,988.64	$ 119,863.68
Building Maint Foreperson	258	578 A	031	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 66.315231	$ 11,494.64	$ 137,935.68
Building Maint Worker	260	6 G	026	$ 43.187769	$ 7,485.88	$ 89,830.56	$ 45.292904	$ 7,850.77	$ 94,209.24	$ 47.559519	$ 8,243.65	$ 98,923.80	$ 49.845462	$ 8,639.88	$ 103,678.56	$ 52.267038	$ 9,059.62	$ 108,715.44	$ 53.603769	$ 9,291.32	$ 111,495.84	$ 54.946904	$ 9,524.13	$ 114,289.56
Building/Housing Inspector	254	578 A	035	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24	$ 73.150096	$ 12,679.35	$ 152,152.20
Business Analyst	262	578 A	035	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24	$ 73.150096	$ 12,679.35	$ 152,152.20
Business Analyst-Fiber	262A	578 A	035	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24	$ 73.150096	$ 12,679.35	$ 152,152.20
Business Analyst-Public Benef	262B	578 A	035	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24	$ 73.150096	$ 12,679.35	$ 152,152.20
Buyer	270	578 A	032	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 68.010346	$ 11,788.46	$ 141,461.52
Cemetery Worker I	290	6 G	019	$ 36.265327	$ 6,285.99	$ 75,431.88	$ 38.047615	$ 6,594.92	$ 79,139.04	$ 39.984865	$ 6,930.71	$ 83,168.52	$ 42.128769	$ 7,302.32	$ 87,627.84	$ 44.253288	$ 7,670.57	$ 92,046.84	$ 45.292904	$ 7,850.77	$ 94,209.24	$ 46.423038	$ 8,046.66	$ 96,559.92
Cemetery Worker II	295	6 G	021	$ 38.047615	$ 6,594.92	$ 79,139.04	$ 39.984865	$ 6,930.71	$ 83,168.52	$ 42.128769	$ 7,302.32	$ 87,627.84	$ 44.253288	$ 7,670.57	$ 92,046.84	$ 46.423038	$ 8,046.66	$ 96,559.92	$ 47.559519	$ 8,243.65	$ 98,923.80	$ 48.747692	$ 8,449.60	$ 101,395.20
Cemetery Worker III	300	6 G	023	$ 39.984865	$ 6,930.71	$ 83,168.52	$ 42.128769	$ 7,302.32	$ 87,627.84	$ 44.253288	$ 7,670.57	$ 92,046.84	$ 46.423038	$ 8,046.66	$ 96,559.92	$ 48.747692	$ 8,449.60	$ 101,395.20	$ 49.845462	$ 8,639.88	$ 103,678.56	$ 51.072404	$ 8,852.55	$ 106,230.60
Chief Of Party	310	578 A	034	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 68.010346	$ 11,788.46	$ 141,461.52	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24
Chief Storekeeper	319	578 A	032	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 68.010346	$ 11,788.46	$ 141,461.52
Code Enforcement Officer	330	578 A	032	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 68.010346	$ 11,788.46	$ 141,461.52
Code Enforcement Technician	329	578 A	023	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 54.510058	$ 9,448.41	$ 113,380.92
Combination Inspector	336	578 A	037	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 73.150096	$ 12,679.35	$ 152,152.20	$ 74.858885	$ 12,975.54	$ 155,706.48	$ 76.737173	$ 13,301.11	$ 159,613.32
Communication Technician I	346	578 A	028	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 61.629750	$ 10,682.49	$ 128,189.88
Communication Technician II	345	578 A	032	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 68.010346	$ 11,788.46	$ 141,461.52
Communications Coordinator	338	578 A	032	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 68.010346	$ 11,788.46	$ 141,461.52
Community Svc Officer I	347	10 H	017	$ 40.658135	$ 7,047.41	$ 84,568.92	$ 42.693519	$ 7,400.21	$ 88,802.52	$ 44.883288	$ 7,779.77	$ 93,357.24	$ 47.213481	$ 8,183.67	$ 98,204.04	$ 49.613769	$ 8,599.72	$ 103,196.64	$ 50.870077	$ 8,817.48	$ 105,809.76	$ 52.077231	$ 9,026.72	$ 108,320.64
Community Svc Officer II	348	10 H	022	$ 46.013365	$ 7,975.65	$ 95,707.80	$ 48.336404	$ 8,378.31	$ 100,539.72	$ 50.870077	$ 8,817.48	$ 105,809.76	$ 53.284500	$ 9,235.98	$ 110,831.76	$ 56.056788	$ 9,716.51	$ 116,598.12	$ 57.362308	$ 9,942.80	$ 119,313.60	$ 58.660615	$ 10,167.84	$ 122,014.08
Crime Analyst	350	578 A	032	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 68.010346	$ 11,788.46	$ 141,461.52
Cultural Arts Supervisor	363	578 A	032	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 68.010346	$ 11,788.46	$ 141,461.52
Customer Service Rep	364	578 A	019	$ 38.724519	$ 6,712.25	$ 80,547.00	$ 40.684212	$ 7,051.93	$ 84,623.16	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 49.573615	$ 8,592.76	$ 103,113.12
Customer Service Rep - Permit	369	578 A	019	$ 38.724519	$ 6,712.25	$ 80,547.00	$ 40.684212	$ 7,051.93	$ 84,623.16	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 49.573615	$ 8,592.76	$ 103,113.12
Customer Service Supervisor	367	578 A	028	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 61.629750	$ 10,682.49	$ 128,189.88
Deputy Fire Marshal	375	1 C	038	$ 81.677423	$ 14,157.42	$ 169,889.04	$ 85.687731	$ 14,852.54	$ 178,230.48	$ 90.109788	$ 15,619.03	$ 187,428.36	$ 94.639904	$ 16,404.25	$ 196,851.00	$ 99.305135	$ 17,212.89	$ 206,554.68	$ 101.870596	$ 17,657.57	$ 211,890.84	$ 104.409058	$ 18,097.57	$ 217,170.84
Deputy Fire Marshal Haz Mats	376	1 C	040	$ 85.687731	$ 14,852.54	$ 178,230.48	$ 90.109788	$ 15,619.03	$ 187,428.36	$ 94.639904	$ 16,404.25	$ 196,851.00	$ 99.305135	$ 17,212.89	$ 206,554.68	$ 104.409058	$ 18,097.57	$ 217,170.84	$ 107.055577	$ 18,556.30	$ 222,675.60	$ 109.641346	$ 19,004.50	$ 228,054.00
Deputy Fire Marshal I	372	1 C	034	$ 74.102481	$ 12,844.43	$ 154,133.16	$ 77.768423	$ 13,479.86	$ 161,758.32	$ 81.677423	$ 14,157.42	$ 169,889.04	$ 85.687731	$ 14,852.54	$ 178,230.48	$ 90.109788	$ 15,619.03	$ 187,428.36	$ 92.364808	$ 16,009.90	$ 192,118.80	$ 94.639904	$ 16,404.25	$ 196,851.00
Deputy Fire Marshal II	373	1 C	038	$ 81.677423	$ 14,157.42	$ 169,889.04	$ 85.687731	$ 14,852.54	$ 178,230.48	$ 90.109788	$ 15,619.03	$ 187,428.36	$ 94.639904	$ 16,404.25	$ 196,851.00	$ 99.305135	$ 17,212.89	$ 206,554.68	$ 101.870596	$ 17,657.57	$ 211,890.84	$ 104.409058	$ 18,097.57	$ 217,170.84
Deputy Fire Marshal III	374	1 C	040	$ 85.687731	$ 14,852.54	$ 178,230.48	$ 90.109788	$ 15,619.03	$ 187,428.36	$ 94.639904	$ 16,404.25	$ 196,851.00	$ 99.305135	$ 17,212.89	$ 206,554.68	$ 104.409058	$ 18,097.57	$ 217,170.84	$ 107.055577	$ 18,556.30	$ 222,675.60	$ 109.641346	$ 19,004.50	$ 228,054.00
Driver/Eng 24 Hrs	380S	1S C1	033	$ 52.546484	$ 12,751.28	$ 153,015.36	$ 55.191223	$ 13,393.07	$ 160,716.84	$ 57.948874	$ 14,062.26	$ 168,747.12	$ 60.829080	$ 14,761.19	$ 177,134.28	$ 63.881126	$ 15,501.82	$ 186,021.84	$ 65.490495	$ 15,892.36	$ 190,708.32	$ 67.129409	$ 16,290.07	$ 195,480.84
Driver/Eng 24Hr-Training Prem	380P	1S C1	034	$ 53.856635	$ 13,069.21	$ 156,830.52	$ 56.520989	$ 13,715.76	$ 164,589.12	$ 59.361964	$ 14,405.17	$ 172,862.04	$ 62.276621	$ 15,112.46	$ 181,349.52	$ 65.490495	$ 15,892.36	$ 190,708.32	$ 67.129409	$ 16,290.07	$ 195,480.84	$ 68.782912	$ 16,691.32	$ 200,295.84
Driver/Eng 80 Hrs	380	1 C	033	$ 72.299827	$ 12,531.97	$ 150,383.64	$ 75.938769	$ 13,162.72	$ 157,952.64	$ 79.733077	$ 13,820.40	$ 165,844.80	$ 83.696019	$ 14,507.31	$ 174,087.72	$ 87.895385	$ 15,235.20	$ 182,822.40	$ 90.109788	$ 15,619.03	$ 187,428.36	$ 92.364808	$ 16,009.90	$ 192,118.80
Driver/Eng Training Division	380T	1 C	038	$ 81.677423	$ 14,157.42	$ 169,889.04	$ 85.687731	$ 14,852.54	$ 178,230.48	$ 90.109788	$ 15,619.03	$ 187,428.36	$ 94.639904	$ 16,404.25	$ 196,851.00	$ 99.305135	$ 17,212.89	$ 206,554.68	$ 101.870596	$ 17,657.57	$ 211,890.84	$ 104.409058	$ 18,097.57	$ 217,170.84
Elec & Water System Op - Cert	390R	3 R6	037	$ 93.543173	$ 16,214.15	$ 194,569.80	$ 98.142404	$ 17,011.35	$ 204,136.20	$ 103.182058	$ 17,884.89	$ 214,618.68	$ 108.467423	$ 18,801.02	$ 225,612.24	$ 113.939019	$ 19,749.43	$ 236,993.16	$ 116.683327	$ 20,225.11	$ 242,701.32	$ 119.647904	$ 20,738.97	$ 248,867.64
Elec & Water System Opertr	390	3 D1	037	$ 88.249442	$ 15,296.57	$ 183,558.84	$ 92.586058	$ 16,048.25	$ 192,579.00	$ 97.337769	$ 16,871.88	$ 202,462.56	$ 102.326654	$ 17,736.62	$ 212,839.44	$ 107.493346	$ 18,632.18	$ 223,586.16	$ 110.076635	$ 19,079.95	$ 228,959.40	$ 112.871885	$ 19,564.46	$ 234,773.52
Elec Crew Foreperson	550	3 D1	039	$ 92.586058	$ 16,048.25	$ 192,579.00	$ 97.337769	$ 16,871.88	$ 202,462.56	$ 102.326654	$ 17,736.62	$ 212,839.44	$ 107.493346	$ 18,632.18	$ 223,586.16	$ 112.871885	$ 19,564.46	$ 234,773.52	$ 115.633038	$ 20,043.06	$ 240,516.72	$ 118.529827	$ 20,545.17	$ 246,542.04
Elec Helper/Driver	435	3 D2	020	$ 58.383981	$ 10,119.89	$ 121,438.68	$ 61.441788	$ 10,649.91	$ 127,798.92	$ 64.567212	$ 11,191.65	$ 134,299.80	$ 67.743404	$ 11,742.19	$ 140,906.28	$ 71.131500	$ 12,329.46	$ 147,953.52	$ 72.918577	$ 12,639.22	$ 151,670.64	$ 74.714250	$ 12,950.47	$ 155,405.64
Elec Maintenance Worker	415	3 D2	022	$ 61.441788	$ 10,649.91	$ 127,798.92	$ 64.567212	$ 11,191.65	$ 134,299.80	$ 67.743404	$ 11,742.19	$ 140,906.28	$ 71.131500	$ 12,329.46	$ 147,953.52	$ 74.714250	$ 12,950.47	$ 155,405.64	$ 76.501442	$ 13,260.25	$ 159,123.00	$ 78.314077	$ 13,574.44	$ 162,893.28
Elec Meter Technician	426	3 D1	032	$ 78.110712	$ 13,539.19	$ 162,470.28	$ 81.973038	$ 14,208.66	$ 170,503.92	$ 86.165769	$ 14,935.40	$ 179,224.80	$ 90.316096	$ 15,654.79	$ 187,857.48	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 97.337769	$ 16,871.88	$ 202,462.56	$ 99.785596	$ 17,296.17	$ 207,554.04

All classifications on the Classified Salary Plan are FLSA "Non-Exempt" except Unit 4 classifications. Unit 4 classifications are eligible for MOU overtime.

				Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Job Title	Job Code	Union Sal Code Plan	Grade	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual
Elec Util Database Administrat	177	578 A	043	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 73.150096	$ 12,679.35	$ 152,152.20	$ 76.737173	$ 13,301.11	$ 159,613.32	$ 80.608846	$ 13,972.20	$ 167,666.40	$ 84.690923	$ 14,679.76	$ 176,157.12	$ 86.752154	$ 15,037.04	$ 180,444.48	$ 88.901654	$ 15,409.62	$ 184,915.44
Elec Util Electrician Apprent	887	3 D1	026	$ 67.709538	$ 11,736.32	$ 140,835.84	$ 70.953577	$ 12,298.62	$ 147,583.44	$ 74.527962	$ 12,918.18	$ 155,018.16	$ 78.110712	$ 13,539.19	$ 162,470.28	$ 81.973038	$ 14,208.66	$ 170,503.92	$ 84.065192	$ 14,571.30	$ 174,855.60	$ 86.165769	$ 14,935.40	$ 179,224.80
Elec Util Electrician Tech	890	3 D1	035	$ 84.065192	$ 14,571.30	$ 174,855.60	$ 88.249442	$ 15,296.57	$ 183,558.84	$ 92.586058	$ 16,048.25	$ 192,579.00	$ 97.337769	$ 16,871.88	$ 202,462.56	$ 102.326654	$ 17,736.62	$ 212,839.44	$ 104.876135	$ 18,178.53	$ 218,142.36	$ 107.493346	$ 18,632.18	$ 223,586.16
Elec Util Network Administrat	436	578 A	043	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 73.150096	$ 12,679.35	$ 152,152.20	$ 76.737173	$ 13,301.11	$ 159,613.32	$ 80.608846	$ 13,972.20	$ 167,666.40	$ 84.690923	$ 14,679.76	$ 176,157.12	$ 86.752154	$ 15,037.04	$ 180,444.48	$ 88.901654	$ 15,409.62	$ 184,915.44
Elec Utility Electrician	885	3 D1	032	$ 78.110712	$ 13,539.19	$ 162,470.28	$ 81.973038	$ 14,208.66	$ 170,503.92	$ 86.165769	$ 14,935.40	$ 179,224.80	$ 90.316096	$ 15,654.79	$ 187,857.48	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 97.337769	$ 16,871.88	$ 202,462.56	$ 99.785596	$ 17,296.17	$ 207,554.04
Elec Utility Engineer	428	4 E2	042	$ 85.890115	$ 14,887.62	$ 178,651.44	$ 90.351923	$ 15,661.00	$ 187,932.00	$ 94.635288	$ 16,403.45	$ 196,841.40	$ 99.424327	$ 17,233.55	$ 206,802.60	$ 104.488385	$ 18,111.32	$ 217,335.84	$ 107.016865	$ 18,549.59	$ 222,595.08	$ 109.530346	$ 18,985.26	$ 227,823.12
Elec Utility Equip Operatr	429	3 D2	022	$ 61.441788	$ 10,649.91	$ 127,798.92	$ 64.567212	$ 11,191.65	$ 134,299.80	$ 67.743404	$ 11,742.19	$ 140,906.28	$ 71.131500	$ 12,329.46	$ 147,953.52	$ 74.714250	$ 12,950.47	$ 155,405.64	$ 76.501442	$ 13,260.25	$ 159,123.00	$ 78.314077	$ 13,574.44	$ 162,893.28
Elec Utility Gen Tech	431	3 D1	035	$ 84.065192	$ 14,571.30	$ 174,855.60	$ 88.249442	$ 15,296.57	$ 183,558.84	$ 92.586058	$ 16,048.25	$ 192,579.00	$ 97.337769	$ 16,871.88	$ 202,462.56	$ 102.326654	$ 17,736.62	$ 212,839.44	$ 104.876135	$ 18,178.53	$ 218,142.36	$ 107.493346	$ 18,632.18	$ 223,586.16
Elec Utility Prog Analyst	440	578 A	036	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 68.010346	$ 11,788.46	$ 141,461.52	$ 71.454923	$ 12,385.52	$ 148,626.24	$ 73.150096	$ 12,679.35	$ 152,152.20	$ 74.858885	$ 12,975.54	$ 155,706.48
Electrical Estimator	437	3 D1	027	$ 69.352731	$ 12,021.14	$ 144,253.68	$ 72.740769	$ 12,608.40	$ 151,300.80	$ 76.315154	$ 13,227.96	$ 158,735.52	$ 80.016577	$ 13,869.54	$ 166,434.48	$ 84.065192	$ 14,571.30	$ 174,855.60	$ 86.165769	$ 14,935.40	$ 179,224.80	$ 88.249442	$ 15,296.57	$ 183,558.84
Energy Consrvation Specialist	446	578 A	021	$ 40.684212	$ 7,051.93	$ 84,623.16	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 52.014692	$ 9,015.88	$ 108,190.56
Engineering Aide	460	578 A	021	$ 40.684212	$ 7,051.93	$ 84,623.16	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 52.014692	$ 9,015.88	$ 108,190.56
Engineering Aide - Fiber	460F	578 A	021	$ 40.684212	$ 7,051.93	$ 84,623.16	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 52.014692	$ 9,015.88	$ 108,190.56
Engineering Aide (Electric)	460A	578 A	021	$ 40.684212	$ 7,051.93	$ 84,623.16	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 52.014692	$ 9,015.88	$ 108,190.56
Equipment Operator	470	6 G	027	$ 44.253288	$ 7,670.57	$ 92,046.84	$ 46.423038	$ 8,046.66	$ 96,559.92	$ 48.747692	$ 8,449.60	$ 101,395.20	$ 51.072404	$ 8,852.55	$ 106,230.60	$ 53.603769	$ 9,291.32	$ 111,495.84	$ 54.946904	$ 9,524.13	$ 114,289.56	$ 56.277115	$ 9,754.70	$ 117,056.40
Fiber Splicing Technician	488	3 D1	032	$ 78.110712	$ 13,539.19	$ 162,470.28	$ 81.973038	$ 14,208.66	$ 170,503.92	$ 86.165769	$ 14,935.40	$ 179,224.80	$ 90.316096	$ 15,654.79	$ 187,857.48	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 97.337769	$ 16,871.88	$ 202,462.56	$ 99.785596	$ 17,296.17	$ 207,554.04
Financial Analyst	472	578 A	033	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 68.010346	$ 11,788.46	$ 141,461.52	$ 69.739442	$ 12,088.17	$ 145,058.04
Fire Application Data Analyst	491	578 A	032	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 68.010346	$ 11,788.46	$ 141,461.52
Fire Captain - Training	475T	1 C	043	$ 92.364808	$ 16,009.90	$ 192,118.80	$ 96.975923	$ 16,809.16	$ 201,709.92	$ 101.870596	$ 17,657.57	$ 211,890.84	$ 107.055577	$ 18,556.30	$ 222,675.60	$ 112.389173	$ 19,480.79	$ 233,769.48	$ 115.109942	$ 19,952.39	$ 239,428.68	$ 117.992712	$ 20,452.07	$ 245,424.84
Fire Captain 24 Hrs	475S	1S C1	038	$ 59.361964	$ 14,405.17	$ 172,862.04	$ 62.276621	$ 15,112.46	$ 181,349.52	$ 65.490495	$ 15,892.36	$ 190,708.32	$ 68.782912	$ 16,691.32	$ 200,295.84	$ 72.173571	$ 17,514.12	$ 210,169.44	$ 74.038104	$ 17,966.58	$ 215,598.96	$ 75.883022	$ 18,414.28	$ 220,971.36
Fire Captain 24Hr-Trng Premium	475P	1S C1	039	$ 60.829080	$ 14,761.19	$ 177,134.28	$ 63.881126	$ 15,501.82	$ 186,021.84	$ 67.129409	$ 16,290.07	$ 195,480.84	$ 70.480714	$ 17,103.32	$ 205,239.84	$ 74.038104	$ 17,966.58	$ 215,598.96	$ 75.883022	$ 18,414.28	$ 220,971.36	$ 77.806484	$ 18,881.04	$ 226,572.48
Fire Captain 80 Hrs	475	1 C	038	$ 81.677423	$ 14,157.42	$ 169,889.04	$ 85.687731	$ 14,852.54	$ 178,230.48	$ 90.109788	$ 15,619.03	$ 187,428.36	$ 94.639904	$ 16,404.25	$ 196,851.00	$ 99.305135	$ 17,212.89	$ 206,554.68	$ 101.870596	$ 17,657.57	$ 211,890.84	$ 104.409058	$ 18,097.57	$ 217,170.84
Fire Plan Draftsperson	482	578 A	025	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 57.262962	$ 9,925.58	$ 119,106.96
Fire Prevention Specialist I	489	10 H2	012	$ 36.361558	$ 6,302.67	$ 75,632.04	$ 38.189885	$ 6,619.58	$ 79,434.96	$ 39.968654	$ 6,927.90	$ 83,134.80	$ 42.073442	$ 7,292.73	$ 87,512.76	$ 44.178115	$ 7,657.54	$ 91,890.48	$ 45.319096	$ 7,855.31	$ 94,263.72	$ 46.460019	$ 8,053.07	$ 96,636.84
Fire Prevention Specialist II	478	10 H2	035	$ 63.786923	$ 11,056.40	$ 132,676.80	$ 67.004192	$ 11,614.06	$ 139,368.72	$ 70.327846	$ 12,190.16	$ 146,281.92	$ 73.878288	$ 12,805.57	$ 153,666.84	$ 77.669654	$ 13,462.74	$ 161,552.88	$ 79.597154	$ 13,796.84	$ 165,562.08	$ 81.496442	$ 14,126.05	$ 169,512.60
Fire Protection Engineer	492	10 H2	041	$ 73.878288	$ 12,805.57	$ 153,666.84	$ 77.669654	$ 13,462.74	$ 161,552.88	$ 81.496442	$ 14,126.05	$ 169,512.60	$ 85.493308	$ 14,818.84	$ 177,826.08	$ 89.823173	$ 15,569.35	$ 186,832.20	$ 91.998808	$ 15,946.46	$ 191,357.52	$ 94.330327	$ 16,350.59	$ 196,207.08
Firefighter I 24 Hrs	487S	1S C3	018	$ 36.481731	$ 8,852.90	$ 106,234.80	$ 39.244286	$ 9,523.28	$ 114,279.36	$ 42.207940	$ 10,242.46	$ 122,909.52	$ 45.392431	$ 11,015.23	$ 132,182.76									
Firefighter I 24Hr-Trng Premiu	487P	1S C3	019										$ 46.511126	$ 11,286.70	$ 135,440.40									
Firefighter I 80 Hrs	487Y	1 C2	018	$ 50.196000	$ 8,700.64	$ 104,407.68	$ 53.997058	$ 9,359.49	$ 112,313.88	$ 58.074808	$ 10,066.30	$ 120,795.60	$ 62.456423	$ 10,825.78	$ 129,909.36									
Firefighter II 24 Hrs	480S	1S C1	030	$ 48.822280	$ 11,847.54	$ 142,170.48	$ 51.226566	$ 12,430.98	$ 149,171.76	$ 53.856635	$ 13,069.21	$ 156,830.52	$ 56.520989	$ 13,715.76	$ 164,589.12	$ 59.361964	$ 14,405.17	$ 172,862.04	$ 60.829080	$ 14,761.19	$ 177,134.28	$ 62.276621	$ 15,112.46	$ 181,349.52
Firefighter II 24H-Trng/Premiu	480P	1S C1	031	$ 50.034190	$ 12,141.63	$ 145,699.56	$ 52.546484	$ 12,751.28	$ 153,015.36	$ 55.191223	$ 13,393.07	$ 160,716.84	$ 57.948874	$ 14,062.26	$ 168,747.12	$ 60.829080	$ 14,761.19	$ 177,134.28	$ 62.276621	$ 15,112.46	$ 181,349.52	$ 63.881126	$ 15,501.82	$ 186,021.84
Firefighter II 80 Hrs	480	1 C	030	$ 67.175596	$ 11,643.77	$ 139,725.24	$ 70.483731	$ 12,217.18	$ 146,606.16	$ 74.102481	$ 12,844.43	$ 154,133.16	$ 77.768423	$ 13,479.86	$ 161,758.32	$ 81.677423	$ 14,157.42	$ 169,889.04	$ 83.696019	$ 14,507.31	$ 174,087.72	$ 85.687731	$ 14,852.54	$ 178,230.48
Firefighter II Training Div	480T	1 C	035	$ 75.938769	$ 13,162.72	$ 157,952.64	$ 79.733077	$ 13,820.40	$ 165,844.80	$ 83.696019	$ 14,507.31	$ 174,087.72	$ 87.895385	$ 15,235.20	$ 182,822.40	$ 92.364808	$ 16,009.90	$ 192,118.80	$ 94.639904	$ 16,404.25	$ 196,851.00	$ 96.975923	$ 16,809.16	$ 201,709.92
Fleet Coordinator	466	578 A	026	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 58.673308	$ 10,170.04	$ 122,040.48
Forensic Coordinator	486	578 A	034	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 68.010346	$ 11,788.46	$ 141,461.52	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24
Grounds Maint Worker I	485	6 G	019	$ 36.265327	$ 6,285.99	$ 75,431.88	$ 38.047615	$ 6,594.92	$ 79,139.04	$ 39.984865	$ 6,930.71	$ 83,168.52	$ 42.128769	$ 7,302.32	$ 87,627.84	$ 44.253288	$ 7,670.57	$ 92,046.84	$ 45.292904	$ 7,850.77	$ 94,209.24	$ 46.423038	$ 8,046.66	$ 96,559.92
Grounds Maint Worker II	490	6 G	021	$ 38.047615	$ 6,594.92	$ 79,139.04	$ 39.984865	$ 6,930.71	$ 83,168.52	$ 42.128769	$ 7,302.32	$ 87,627.84	$ 44.253288	$ 7,670.57	$ 92,046.84	$ 46.423038	$ 8,046.66	$ 96,559.92	$ 47.559519	$ 8,243.65	$ 98,923.80	$ 48.747692	$ 8,449.60	$ 101,395.20
Grounds Maint Worker III	495	6 G	023	$ 39.984865	$ 6,930.71	$ 83,168.52	$ 42.128769	$ 7,302.32	$ 87,627.84	$ 44.253288	$ 7,670.57	$ 92,046.84	$ 46.423038	$ 8,046.66	$ 96,559.92	$ 48.747692	$ 8,449.60	$ 101,395.20	$ 49.845462	$ 8,639.88	$ 103,678.56	$ 51.072404	$ 8,852.55	$ 106,230.60
Health & Wellness Coordinator	123	578 A	023	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 54.510058	$ 9,448.41	$ 113,380.92
Housing Inspector	500	578 A	035	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24	$ 73.150096	$ 12,679.35	$ 152,152.20
Human Resources Assistant	509	578 A	019	$ 38.724519	$ 6,712.25	$ 80,547.00	$ 40.684212	$ 7,051.93	$ 84,623.16	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 49.573615	$ 8,592.76	$ 103,113.12
Human Resources Technician	508	578 A	023	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 54.510058	$ 9,448.41	$ 113,380.92
Jail Service Officer	353	10 H	022	$ 46.013365	$ 7,975.65	$ 95,707.80	$ 48.336404	$ 8,378.31	$ 100,539.72	$ 50.870077	$ 8,817.48	$ 105,809.76	$ 53.284500	$ 9,235.98	$ 110,831.76	$ 56.056788	$ 9,716.51	$ 116,598.12	$ 57.362308	$ 9,942.80	$ 119,313.60	$ 58.660615	$ 10,167.84	$ 122,014.08
Journey Lineworker	560	3 D1	035	$ 84.065192	$ 14,571.30	$ 174,855.60	$ 88.249442	$ 15,296.57	$ 183,558.84	$ 92.586058	$ 16,048.25	$ 192,579.00	$ 97.337769	$ 16,871.88	$ 202,462.56	$ 102.326654	$ 17,736.62	$ 212,839.44	$ 104.876135	$ 18,178.53	$ 218,142.36	$ 107.493346	$ 18,632.18	$ 223,586.16
Journey Lineworker Apprentice	561	3 D1	026	$ 67.709538	$ 11,736.32	$ 140,835.84	$ 70.953577	$ 12,298.62	$ 147,583.44	$ 74.527962	$ 12,918.18	$ 155,018.16	$ 78.110712	$ 13,539.19	$ 162,470.28	$ 81.973038	$ 14,208.66	$ 170,503.92	$ 84.065192	$ 14,571.30	$ 174,855.60	$ 86.165769	$ 14,935.40	$ 179,224.80
Journey Lineworker Apprentice	561R	3 D1	029	$ 72.740769	$ 12,608.40	$ 151,300.80	$ 76.315154	$ 13,227.96	$ 158,735.52	$ 80.016577	$ 13,869.54	$ 166,434.48	$ 84.065192	$ 14,571.30	$ 174,855.60	$ 88.249442	$ 15,296.57	$ 183,558.84	$ 90.316096	$ 15,654.79	$ 187,857.48	$ 92.586058	$ 16,048.25	$ 192,579.00
Key Customer Representative	505	578 A	035	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24	$ 73.150096	$ 12,679.35	$ 152,152.20
Landscape Foreman/Woman	520	578 A	037	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 73.150096	$ 12,679.35	$ 152,152.20	$ 74.858885	$ 12,975.54	$ 155,706.48	$ 76.737173	$ 13,301.11	$ 159,613.32
Legal Office Specialist III	519	578 A	024	$ 43.830404	$ 7,597.27	$ 91,167.24	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 55.852615	$ 9,681.12	$ 116,173.44
Librarian I	530	578 A	026	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 58.673308	$ 10,170.04	$ 122,040.48
Librarian I - Cataloging	530C	578 A	026	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 58.673308	$ 10,170.04	$ 122,040.48
Librarian I - Reference	530A	578 A	026	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 58.673308	$ 10,170.04	$ 122,040.48
Librarian I - Youth Services	530B	578 A	026	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 58.673308	$ 10,170.04	$ 122,040.48
Librarian II	535	578 A	030	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 64.640365	$ 11,204.33	$ 134,451.96
Librarian II - Cataloging	535C	578 A	030	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 64.640365	$ 11,204.33	$ 134,451.96
Librarian II - Reference	535A	578 A	030	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 64.640365	$ 11,204.33	$ 134,451.96
Librarian II - Youth Services	535B	578 A	030	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 64.640365	$ 11,204.33	$ 134,451.96
Library Assistant I	526	578 A	016	$ 35.896962	$ 6,222.14	$ 74,665.68	$ 37.788808	$ 6,550.06	$ 78,600.72	$ 39.653481	$ 6,873.27	$ 82,479.24	$ 41.721635	$ 7,231.75	$ 86,781.00	$ 43.830404	$ 7,597.27	$ 91,167.24	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 46.088423	$ 7,988.66	$ 95,863.92

All classifications on the Classified Salary Plan are FLSA "Non-Exempt" except Unit 4 classifications. Unit 4 classifications are eligible for MOU overtime.

				Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Job Title	Job Code	Union Sal Code Plan	Grade	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual
Library Assistant II	528	578 A	020	$ 39.653481	$ 6,873.27	$ 82,479.24	$ 41.721635	$ 7,231.75	$ 86,781.00	$ 43.830404	$ 7,597.27	$ 91,167.24	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 50.828077	$ 8,810.20	$ 105,722.40
Library Circulation Supervsr	529	578 A	028	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 61.629750	$ 10,682.49	$ 128,189.88
Library Prog Coord - Tech Svcs	534D	578 A	034	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 68.010346	$ 11,788.46	$ 141,461.52	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24
Library Prog Coord-Technology	534F	578 A	034	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 68.010346	$ 11,788.46	$ 141,461.52	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24
Library Program Coord - Ref	534B	578 A	034	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 68.010346	$ 11,788.46	$ 141,461.52	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24
Library Program Coordinator	534	578 A	034	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 68.010346	$ 11,788.46	$ 141,461.52	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24
Library Technology Assistant	754C	578 A	025	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 57.262962	$ 9,925.58	$ 119,106.96
Literacy Advocate	562	578 A	012	$ 32.642250	$ 5,657.99	$ 67,895.88	$ 34.296750	$ 5,944.77	$ 71,337.24	$ 35.896962	$ 6,222.14	$ 74,665.68	$ 37.788808	$ 6,550.06	$ 78,600.72	$ 39.653481	$ 6,873.27	$ 82,479.24	$ 40.684212	$ 7,051.93	$ 84,623.16	$ 41.721635	$ 7,231.75	$ 86,781.00
Literacy Program Supervisor	563	578 A	028	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 61.629750	$ 10,682.49	$ 128,189.88
Literacy Student/Tutor Coord	564	578 A	020	$ 39.653481	$ 6,873.27	$ 82,479.24	$ 41.721635	$ 7,231.75	$ 86,781.00	$ 43.830404	$ 7,597.27	$ 91,167.24	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 50.828077	$ 8,810.20	$ 105,722.40
Materials Handler	570	578 A	019	$ 38.724519	$ 6,712.25	$ 80,547.00	$ 40.684212	$ 7,051.93	$ 84,623.16	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 49.573615	$ 8,592.76	$ 103,113.12
Mechanical Maint Foreperson	577	578 A	031	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 66.315231	$ 11,494.64	$ 137,935.68
Mechanical Maintenance Worker	580	6 G	029	$ 46.423038	$ 8,046.66	$ 96,559.92	$ 48.747692	$ 8,449.60	$ 101,395.20	$ 51.072404	$ 8,852.55	$ 106,230.60	$ 53.603769	$ 9,291.32	$ 111,495.84	$ 56.277115	$ 9,754.70	$ 117,056.40	$ 57.626769	$ 9,988.64	$ 119,863.68	$ 59.086154	$ 10,241.60	$ 122,899.20
Meter Data Analyst	601	578 A	027	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 60.151558	$ 10,426.27	$ 125,115.24
Meter Reader	595	578 A	021	$ 40.684212	$ 7,051.93	$ 84,623.16	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 52.014692	$ 9,015.88	$ 108,190.56
Office Assistant	933	578 A	012	$ 32.642250	$ 5,657.99	$ 67,895.88	$ 34.296750	$ 5,944.77	$ 71,337.24	$ 35.896962	$ 6,222.14	$ 74,665.68	$ 37.788808	$ 6,550.06	$ 78,600.72	$ 39.653481	$ 6,873.27	$ 82,479.24	$ 40.684212	$ 7,051.93	$ 84,623.16	$ 41.721635	$ 7,231.75	$ 86,781.00
Office Records Specialist	934	578 A	019	$ 38.724519	$ 6,712.25	$ 80,547.00	$ 40.684212	$ 7,051.93	$ 84,623.16	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 49.573615	$ 8,592.76	$ 103,113.12
Office Specialist II	936	578 A	018	$ 37.788808	$ 6,550.06	$ 78,600.72	$ 39.653481	$ 6,873.27	$ 82,479.24	$ 41.721635	$ 7,231.75	$ 86,781.00	$ 43.830404	$ 7,597.27	$ 91,167.24	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 48.326019	$ 8,376.51	$ 100,518.12
Office Specialist III	938	578 A	022	$ 41.721635	$ 7,231.75	$ 86,781.00	$ 43.830404	$ 7,597.27	$ 91,167.24	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 53.174135	$ 9,216.85	$ 110,602.20
Office Specialist IV	939	578 A	024	$ 43.830404	$ 7,597.27	$ 91,167.24	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 55.852615	$ 9,681.12	$ 116,173.44
Park Foreperson	615	578 A	033	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 68.010346	$ 11,788.46	$ 141,461.52	$ 69.739442	$ 12,088.17	$ 145,058.04
Park Maint Crafts Worker	620	6 G	029	$ 46.423038	$ 8,046.66	$ 96,559.92	$ 48.747692	$ 8,449.60	$ 101,395.20	$ 51.072404	$ 8,852.55	$ 106,230.60	$ 53.603769	$ 9,291.32	$ 111,495.84	$ 56.277115	$ 9,754.70	$ 117,056.40	$ 57.626769	$ 9,988.64	$ 119,863.68	$ 59.086154	$ 10,241.60	$ 122,899.20
Payroll Analyst	614	578 A	033	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 68.010346	$ 11,788.46	$ 141,461.52	$ 69.739442	$ 12,088.17	$ 145,058.04
Permit Center Supervisor	040	578 A	039	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 73.150096	$ 12,679.35	$ 152,152.20	$ 76.737173	$ 13,301.11	$ 159,613.32	$ 78.649269	$ 13,632.54	$ 163,590.48	$ 80.608846	$ 13,972.20	$ 167,666.40
Permit Technician	621	578 A	023	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 54.510058	$ 9,448.41	$ 113,380.92
Plans Examiner	630	578 A	041	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 73.150096	$ 12,679.35	$ 152,152.20	$ 76.737173	$ 13,301.11	$ 159,613.32	$ 80.608846	$ 13,972.20	$ 167,666.40	$ 82.575231	$ 14,313.04	$ 171,756.48	$ 84.690923	$ 14,679.76	$ 176,157.12
Police Lieutenant	645	2 B	043	$ 100.393904	$ 17,401.61	$ 208,819.32	$ 105.419481	$ 18,272.71	$ 219,272.52	$ 110.670923	$ 19,182.96	$ 230,195.52	$ 116.203154	$ 20,141.88	$ 241,702.56	$ 121.968000	$ 21,141.12	$ 253,693.44	$ 125.062788	$ 21,677.55	$ 260,130.60	$ 128.123192	$ 22,208.02	$ 266,496.24
Police Officer	650	2 B	031	$ 74.917212	$ 12,985.65	$ 155,827.80	$ 78.634962	$ 13,630.06	$ 163,560.72	$ 82.592423	$ 14,316.02	$ 171,792.24	$ 86.720942	$ 15,031.63	$ 180,379.56	$ 91.041288	$ 15,780.49	$ 189,365.88	$ 93.341769	$ 16,179.24	$ 194,150.88	$ 95.608038	$ 16,572.06	$ 198,864.72
Police Officer - FTO	650T	2 B	033	$ 78.634962	$ 13,630.06	$ 163,560.72	$ 82.592423	$ 14,316.02	$ 171,792.24	$ 86.720942	$ 15,031.63	$ 180,379.56	$ 91.041288	$ 15,780.49	$ 189,365.88	$ 95.608038	$ 16,572.06	$ 198,864.72	$ 98.004346	$ 16,987.42	$ 203,849.04	$ 100.393904	$ 17,401.61	$ 208,819.32
Police Records Spec I	641	10 H2	018	$ 42.073442	$ 7,292.73	$ 87,512.76	$ 44.178115	$ 7,657.54	$ 91,890.48	$ 46.460019	$ 8,053.07	$ 96,636.84	$ 48.805731	$ 8,459.66	$ 101,515.92	$ 51.364038	$ 8,903.10	$ 106,837.20	$ 52.582846	$ 9,114.36	$ 109,372.32	$ 53.801827	$ 9,325.65	$ 111,907.80
Police Records Spec II	643	10 H2	022	$ 46.460019	$ 8,053.07	$ 96,636.84	$ 48.805731	$ 8,459.66	$ 101,515.92	$ 51.364038	$ 8,903.10	$ 106,837.20	$ 53.801827	$ 9,325.65	$ 111,907.80	$ 56.601000	$ 9,810.84	$ 117,730.08	$ 57.919212	$ 10,039.33	$ 120,471.96	$ 59.230154	$ 10,266.56	$ 123,198.72
Police Records Supervisor	644	10 H2	026	$ 51.364038	$ 8,903.10	$ 106,837.20	$ 53.801827	$ 9,325.65	$ 111,907.80	$ 56.601000	$ 9,810.84	$ 117,730.08	$ 59.230154	$ 10,266.56	$ 123,198.72	$ 62.199462	$ 10,781.24	$ 129,374.88	$ 63.786923	$ 11,056.40	$ 132,676.80	$ 65.374269	$ 11,331.54	$ 135,978.48
Police Sergeant	665	2 B	037	$ 86.720942	$ 15,031.63	$ 180,379.56	$ 91.041288	$ 15,780.49	$ 189,365.88	$ 95.608038	$ 16,572.06	$ 198,864.72	$ 100.393904	$ 17,401.61	$ 208,819.32	$ 105.419481	$ 18,272.71	$ 219,272.52	$ 108.021231	$ 18,723.68	$ 224,684.16	$ 110.670923	$ 19,182.96	$ 230,195.52
Police Training Coordinator	648	578 A	026	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 58.673308	$ 10,170.04	$ 122,040.48
Power Account Clerk I	662	578 A	019	$ 38.724519	$ 6,712.25	$ 80,547.00	$ 40.684212	$ 7,051.93	$ 84,623.16	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 49.573615	$ 8,592.76	$ 103,113.12
Power Account Clerk III	664	578 A	025	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 57.262962	$ 9,925.58	$ 119,106.96
Power Contract Specialist	661	578 A	033	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 68.010346	$ 11,788.46	$ 141,461.52	$ 69.739442	$ 12,088.17	$ 145,058.04
Principal Elec Estimator	669	3 D1	035	$ 84.065192	$ 14,571.30	$ 174,855.60	$ 88.249442	$ 15,296.57	$ 183,558.84	$ 92.586058	$ 16,048.25	$ 192,579.00	$ 97.337769	$ 16,871.88	$ 202,462.56	$ 102.326654	$ 17,736.62	$ 212,839.44	$ 104.876135	$ 18,178.53	$ 218,142.36	$ 107.493346	$ 18,632.18	$ 223,586.16
Principal Eng Aide (Civil)	670A	578 A	032	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 68.010346	$ 11,788.46	$ 141,461.52
Principal Eng Aide (Electric)	670	578 A	032	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 68.010346	$ 11,788.46	$ 141,461.52
Project Manager	676	578 A	035	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24	$ 73.150096	$ 12,679.35	$ 152,152.20
Public Safety Dispatcher I	339	10 H2	025	$ 50.095442	$ 8,683.21	$ 104,198.52	$ 52.582846	$ 9,114.36	$ 109,372.32	$ 55.197865	$ 9,567.63	$ 114,811.56	$ 57.919212	$ 10,039.33	$ 120,471.96	$ 60.732462	$ 10,526.96	$ 126,323.52	$ 62.199462	$ 10,781.24	$ 129,374.88	$ 63.786923	$ 11,056.40	$ 132,676.80
Public Safety Dispatcher II	340	10 H2	028	$ 53.801827	$ 9,325.65	$ 111,907.80	$ 56.601000	$ 9,810.84	$ 117,730.08	$ 59.230154	$ 10,266.56	$ 123,198.72	$ 62.199462	$ 10,781.24	$ 129,374.88	$ 65.374269	$ 11,331.54	$ 135,978.48	$ 67.004192	$ 11,614.06	$ 139,368.72	$ 68.619981	$ 11,894.13	$ 142,729.56
Public Safety Dispatcher III	341	10 H2	031	$ 57.919212	$ 10,039.33	$ 120,471.96	$ 60.732462	$ 10,526.96	$ 126,323.52	$ 63.786923	$ 11,056.40	$ 132,676.80	$ 67.004192	$ 11,614.06	$ 139,368.72	$ 70.327846	$ 12,190.16	$ 146,281.92	$ 72.014481	$ 12,482.51	$ 149,790.12	$ 73.878288	$ 12,805.57	$ 153,666.84
Public Works Inspector	680	578 A	033	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 68.010346	$ 11,788.46	$ 141,461.52	$ 69.739442	$ 12,088.17	$ 145,058.04
Public Works Supervisor	151	578 A	038	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 68.010346	$ 11,788.46	$ 141,461.52	$ 71.454923	$ 12,385.52	$ 148,626.24	$ 74.858885	$ 12,975.54	$ 155,706.48	$ 76.737173	$ 13,301.11	$ 159,613.32	$ 78.649269	$ 13,632.54	$ 163,590.48
Pump Maintenance Technician	677	6 G	027	$ 44.253288	$ 7,670.57	$ 92,046.84	$ 46.423038	$ 8,046.66	$ 96,559.92	$ 48.747692	$ 8,449.60	$ 101,395.20	$ 51.072404	$ 8,852.55	$ 106,230.60	$ 53.603769	$ 9,291.32	$ 111,495.84	$ 54.946904	$ 9,524.13	$ 114,289.56	$ 56.277115	$ 9,754.70	$ 117,056.40
Purchasing Clerk	678	578 A	019	$ 38.724519	$ 6,712.25	$ 80,547.00	$ 40.684212	$ 7,051.93	$ 84,623.16	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 49.573615	$ 8,592.76	$ 103,113.12
Purchasing Utility Worker	679	578 A	015	$ 35.090135	$ 6,082.29	$ 72,987.48	$ 36.832731	$ 6,384.34	$ 76,612.08	$ 38.724519	$ 6,712.25	$ 80,547.00	$ 40.684212	$ 7,051.93	$ 84,623.16	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 43.830404	$ 7,597.27	$ 91,167.24	$ 44.969596	$ 7,794.73	$ 93,536.76
Recreation Coordinator	693	578 A	027	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 60.151558	$ 10,426.27	$ 125,115.24
Recreation Coord-Therapeutics	693A	578 A	027	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 60.151558	$ 10,426.27	$ 125,115.24
Recreation Program Supervisor	691	578 A	032	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 68.010346	$ 11,788.46	$ 141,461.52
Recreation Supervisor	685	578 A	032	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 68.010346	$ 11,788.46	$ 141,461.52
Recruit Police Officer	689	2R B2	031	$ 55.150558	$ 9,559.43	$ 114,713.16	$ 57.909808	$ 10,037.70	$ 120,452.40	$ 60.806019	$ 10,539.71	$ 126,476.52	$ 63.845942	$ 11,066.63	$ 132,799.56	$ 67.036558	$ 11,619.67	$ 139,436.04	$ 68.714019	$ 11,910.43	$ 142,925.16	$ 70.432558	$ 12,208.31	$ 146,499.72
Resource Analyst II	696	578 A	035	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24	$ 73.150096	$ 12,679.35	$ 152,152.20
Service Coordinator-Inspector	792	3 D1	037	$ 88.249442	$ 15,296.57	$ 183,558.84	$ 92.586058	$ 16,048.25	$ 192,579.00	$ 97.337769	$ 16,871.88	$ 202,462.56	$ 102.326654	$ 17,736.62	$ 212,839.44	$ 107.493346	$ 18,632.18	$ 223,586.16	$ 110.076635	$ 19,079.95	$ 228,959.40	$ 112.871885	$ 19,564.46	$ 234,773.52
Service Coord-Inspector(Fiber)	792F	3 D1	034	$ 81.973038	$ 14,208.66	$ 170,503.92	$ 86.165769	$ 14,935.40	$ 179,224.80	$ 90.316096	$ 15,654.79	$ 187,857.48	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 99.785596	$ 17,296.17	$ 207,554.04	$ 102.326654	$ 17,736.62	$ 212,839.44	$ 104.876135	$ 18,178.53	$ 218,142.36
Sewer Inspection Technician	783	6 G	027	$ 44.253288	$ 7,670.57	$ 92,046.84	$ 46.423038	$ 8,046.66	$ 96,559.92	$ 48.747692	$ 8,449.60	$ 101,395.20	$ 51.072404	$ 8,852.55	$ 106,230.60	$ 53.603769	$ 9,291.32	$ 111,495.84	$ 54.946904	$ 9,524.13	$ 114,289.56	$ 56.277115	$ 9,754.70	$ 117,056.40

All classifications on the Classified Salary Plan are FLSA "Non-Exempt" except Unit 4 classifications. Unit 4 classifications are eligible for MOU overtime.

				Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Job Title	Job Code	Union Sal Code Plan	Grade	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual
Sr Accounting Technician	208	578 A	026	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 58.673308	$ 10,170.04	$ 122,040.48
Sr Business Analyst	722	578 A	038	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 68.010346	$ 11,788.46	$ 141,461.52	$ 71.454923	$ 12,385.52	$ 148,626.24	$ 74.858885	$ 12,975.54	$ 155,706.48	$ 76.737173	$ 13,301.11	$ 159,613.32	$ 78.649269	$ 13,632.54	$ 163,590.48
Sr Center Coordinator	715	578 A	027	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 60.151558	$ 10,426.27	$ 125,115.24
Sr Customer Service Rep	724	578 A	022	$ 41.721635	$ 7,231.75	$ 86,781.00	$ 43.830404	$ 7,597.27	$ 91,167.24	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 53.174135	$ 9,216.85	$ 110,602.20
Sr Elec & Water Syst Op - Cert	777R	3 R6	040	$ 100.539462	$ 17,426.84	$ 209,122.08	$ 105.773827	$ 18,334.13	$ 220,009.56	$ 111.169385	$ 19,269.36	$ 231,232.32	$ 116.683327	$ 20,225.11	$ 242,701.32	$ 122.570019	$ 21,245.47	$ 254,945.64	$ 125.644673	$ 21,778.41	$ 261,340.92	$ 128.702365	$ 22,308.41	$ 267,700.92
Sr Elec & Water System Operatr	777	3 D1	040	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 99.785596	$ 17,296.17	$ 207,554.04	$ 104.876135	$ 18,178.53	$ 218,142.36	$ 110.076635	$ 19,079.95	$ 228,959.40	$ 115.633038	$ 20,043.06	$ 240,516.72	$ 118.529827	$ 20,545.17	$ 246,542.04	$ 121.418077	$ 21,045.80	$ 252,549.60
Sr Elec Crew Foreperson	551	3 D1	551	$ 99.713942	$ 17,283.75	$ 207,405.00	$ 104.699654	$ 18,147.94	$ 217,775.28	$ 109.934654	$ 19,055.34	$ 228,664.08	$ 115.431346	$ 20,008.10	$ 240,097.20	$ 121.203000	$ 21,008.52	$ 252,102.24	$ 124.233058	$ 21,533.73	$ 258,404.76	$ 127.338808	$ 22,072.06	$ 264,864.72
Sr Elec Meter Technician	729	3 D1	038	$ 90.316096	$ 15,654.79	$ 187,857.48	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 99.785596	$ 17,296.17	$ 207,554.04	$ 104.876135	$ 18,178.53	$ 218,142.36	$ 110.076635	$ 19,079.95	$ 228,959.40	$ 112.871885	$ 19,564.46	$ 234,773.52	$ 115.633038	$ 20,043.06	$ 240,516.72
Sr Elec Util Elec Tech	785	3 D1	038	$ 90.316096	$ 15,654.79	$ 187,857.48	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 99.785596	$ 17,296.17	$ 207,554.04	$ 104.876135	$ 18,178.53	$ 218,142.36	$ 110.076635	$ 19,079.95	$ 228,959.40	$ 112.871885	$ 19,564.46	$ 234,773.52	$ 115.633038	$ 20,043.06	$ 240,516.72
Sr Elec Util Eng	730	4 E2	046	$ 94.635288	$ 16,403.45	$ 196,841.40	$ 99.424327	$ 17,233.55	$ 206,802.60	$ 104.488385	$ 18,111.32	$ 217,335.84	$ 109.530346	$ 18,985.26	$ 227,823.12	$ 114.951404	$ 19,924.91	$ 239,098.92	$ 117.859038	$ 20,428.90	$ 245,146.80	$ 120.751731	$ 20,930.30	$ 251,163.60
Sr Elec Util Eng/Control-Comm	730I	4 E2	046	$ 94.635288	$ 16,403.45	$ 196,841.40	$ 99.424327	$ 17,233.55	$ 206,802.60	$ 104.488385	$ 18,111.32	$ 217,335.84	$ 109.530346	$ 18,985.26	$ 227,823.12	$ 114.951404	$ 19,924.91	$ 239,098.92	$ 117.859038	$ 20,428.90	$ 245,146.80	$ 120.751731	$ 20,930.30	$ 251,163.60
Sr Elec Util Eng/Distbn Plan	730D	4 E2	046	$ 94.635288	$ 16,403.45	$ 196,841.40	$ 99.424327	$ 17,233.55	$ 206,802.60	$ 104.488385	$ 18,111.32	$ 217,335.84	$ 109.530346	$ 18,985.26	$ 227,823.12	$ 114.951404	$ 19,924.91	$ 239,098.92	$ 117.859038	$ 20,428.90	$ 245,146.80	$ 120.751731	$ 20,930.30	$ 251,163.60
Sr Elec Util Eng/Fiber	730L	4 E2	046	$ 94.635288	$ 16,403.45	$ 196,841.40	$ 99.424327	$ 17,233.55	$ 206,802.60	$ 104.488385	$ 18,111.32	$ 217,335.84	$ 109.530346	$ 18,985.26	$ 227,823.12	$ 114.951404	$ 19,924.91	$ 239,098.92	$ 117.859038	$ 20,428.90	$ 245,146.80	$ 120.751731	$ 20,930.30	$ 251,163.60
Sr Elec Util Eng/Generation	730E	4 E2	046	$ 94.635288	$ 16,403.45	$ 196,841.40	$ 99.424327	$ 17,233.55	$ 206,802.60	$ 104.488385	$ 18,111.32	$ 217,335.84	$ 109.530346	$ 18,985.26	$ 227,823.12	$ 114.951404	$ 19,924.91	$ 239,098.92	$ 117.859038	$ 20,428.90	$ 245,146.80	$ 120.751731	$ 20,930.30	$ 251,163.60
Sr Elec Util Eng/Opr Planning	730F	4 E2	046	$ 94.635288	$ 16,403.45	$ 196,841.40	$ 99.424327	$ 17,233.55	$ 206,802.60	$ 104.488385	$ 18,111.32	$ 217,335.84	$ 109.530346	$ 18,985.26	$ 227,823.12	$ 114.951404	$ 19,924.91	$ 239,098.92	$ 117.859038	$ 20,428.90	$ 245,146.80	$ 120.751731	$ 20,930.30	$ 251,163.60
Sr Elec Util Eng/Prot Relay	730A	4 E2	046	$ 94.635288	$ 16,403.45	$ 196,841.40	$ 99.424327	$ 17,233.55	$ 206,802.60	$ 104.488385	$ 18,111.32	$ 217,335.84	$ 109.530346	$ 18,985.26	$ 227,823.12	$ 114.951404	$ 19,924.91	$ 239,098.92	$ 117.859038	$ 20,428.90	$ 245,146.80	$ 120.751731	$ 20,930.30	$ 251,163.60
Sr Elec Util Generation Tech	733	3 D1	038	$ 90.316096	$ 15,654.79	$ 187,857.48	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 99.785596	$ 17,296.17	$ 207,554.04	$ 104.876135	$ 18,178.53	$ 218,142.36	$ 110.076635	$ 19,079.95	$ 228,959.40	$ 112.871885	$ 19,564.46	$ 234,773.52	$ 115.633038	$ 20,043.06	$ 240,516.72
Sr Electrical Estimator	726	3 D1	031	$ 76.315154	$ 13,227.96	$ 158,735.52	$ 80.016577	$ 13,869.54	$ 166,434.48	$ 84.065192	$ 14,571.30	$ 174,855.60	$ 88.249442	$ 15,296.57	$ 183,558.84	$ 92.586058	$ 16,048.25	$ 192,579.00	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 97.337769	$ 16,871.88	$ 202,462.56
Sr Energy Systems Analyst	744	578 A	043	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 73.150096	$ 12,679.35	$ 152,152.20	$ 76.737173	$ 13,301.11	$ 159,613.32	$ 80.608846	$ 13,972.20	$ 167,666.40	$ 84.690923	$ 14,679.76	$ 176,157.12	$ 86.752154	$ 15,037.04	$ 180,444.48	$ 88.901654	$ 15,409.62	$ 184,915.44
Sr Engineer (Civil)	322	4 E	041	$ 76.704173	$ 13,295.39	$ 159,544.68	$ 80.682288	$ 13,984.93	$ 167,819.16	$ 84.645577	$ 14,671.90	$ 176,062.80	$ 88.810327	$ 15,393.79	$ 184,725.48	$ 93.295962	$ 16,171.30	$ 194,055.60	$ 95.639538	$ 16,577.52	$ 198,930.24	$ 97.945846	$ 16,977.28	$ 203,727.36
Sr Engineering Aide	745	578 A	028	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 61.629750	$ 10,682.49	$ 128,189.88
Sr Human Resources Assistant	510	578 A	020	$ 39.653481	$ 6,873.27	$ 82,479.24	$ 41.721635	$ 7,231.75	$ 86,781.00	$ 43.830404	$ 7,597.27	$ 91,167.24	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 50.828077	$ 8,810.20	$ 105,722.40
Sr Human Resources Technician	747	578 A	024	$ 43.830404	$ 7,597.27	$ 91,167.24	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 55.852615	$ 9,681.12	$ 116,173.44
Sr Inspector	750	578 A	039	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 73.150096	$ 12,679.35	$ 152,152.20	$ 76.737173	$ 13,301.11	$ 159,613.32	$ 78.649269	$ 13,632.54	$ 163,590.48	$ 80.608846	$ 13,972.20	$ 167,666.40
Sr Instrument & Control Tech	753	3 D1	038	$ 90.316096	$ 15,654.79	$ 187,857.48	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 99.785596	$ 17,296.17	$ 207,554.04	$ 104.876135	$ 18,178.53	$ 218,142.36	$ 110.076635	$ 19,079.95	$ 228,959.40	$ 112.871885	$ 19,564.46	$ 234,773.52	$ 115.633038	$ 20,043.06	$ 240,516.72
Sr Key Customer Representative	752	578 A	039	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 73.150096	$ 12,679.35	$ 152,152.20	$ 76.737173	$ 13,301.11	$ 159,613.32	$ 78.649269	$ 13,632.54	$ 163,590.48	$ 80.608846	$ 13,972.20	$ 167,666.40
Sr Library Asst	754	578 A	025	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 57.262962	$ 9,925.58	$ 119,106.96
Sr Library Asst-Public Svc	754B	578 A	025	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 57.262962	$ 9,925.58	$ 119,106.96
Sr Materials Handler	760	578 A	023	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 54.510058	$ 9,448.41	$ 113,380.92
Sr Permit Technician	766	578 A	027	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 60.151558	$ 10,426.27	$ 125,115.24
Sr Planner	765	578 A	041	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 73.150096	$ 12,679.35	$ 152,152.20	$ 76.737173	$ 13,301.11	$ 159,613.32	$ 80.608846	$ 13,972.20	$ 167,666.40	$ 82.575231	$ 14,313.04	$ 171,756.48	$ 84.690923	$ 14,679.76	$ 176,157.12
Sr Plans Examiner	773	578 A	045	$ 73.150096	$ 12,679.35	$ 152,152.20	$ 76.737173	$ 13,301.11	$ 159,613.32	$ 80.608846	$ 13,972.20	$ 167,666.40	$ 84.690923	$ 14,679.76	$ 176,157.12	$ 88.901654	$ 15,409.62	$ 184,915.44	$ 91.078269	$ 15,786.90	$ 189,442.80	$ 93.329481	$ 16,177.11	$ 194,125.32
Sr Public Safety Dispatcher	725	10 H2	034	$ 62.199462	$ 10,781.24	$ 129,374.88	$ 65.374269	$ 11,331.54	$ 135,978.48	$ 68.619981	$ 11,894.13	$ 142,729.56	$ 72.014481	$ 12,482.51	$ 149,790.12	$ 75.749077	$ 13,129.84	$ 157,558.08	$ 77.669654	$ 13,462.74	$ 161,552.88	$ 79.597154	$ 13,796.84	$ 165,562.08
Sr Resource Analyst	771	578 A	043	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 73.150096	$ 12,679.35	$ 152,152.20	$ 76.737173	$ 13,301.11	$ 159,613.32	$ 80.608846	$ 13,972.20	$ 167,666.40	$ 84.690923	$ 14,679.76	$ 176,157.12	$ 86.752154	$ 15,037.04	$ 180,444.48	$ 88.901654	$ 15,409.62	$ 184,915.44
Sr Staff Aide	779	578 A	030	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 64.640365	$ 11,204.33	$ 134,451.96
Staff Aide I	794	578 A	024	$ 43.830404	$ 7,597.27	$ 91,167.24	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 55.852615	$ 9,681.12	$ 116,173.44
Staff Aide II	795	578 A	026	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 58.673308	$ 10,170.04	$ 122,040.48
Staff Aide II - Envir Programs	795A	578 A	026	$ 46.088423	$ 7,988.66	$ 95,863.92	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 58.673308	$ 10,170.04	$ 122,040.48
Staff Analyst I	796	578 A	032	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 68.010346	$ 11,788.46	$ 141,461.52
Staff Analyst II	797	578 A	034	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 68.010346	$ 11,788.46	$ 141,461.52	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24
Street Foreman/Forewoman	810	578 A	031	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 66.315231	$ 11,494.64	$ 137,935.68
Street Maint Foreperson	809	578 A	035	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24	$ 73.150096	$ 12,679.35	$ 152,152.20
Street Maint Worker I	811	6 G	019	$ 36.265327	$ 6,285.99	$ 75,431.88	$ 38.047615	$ 6,594.92	$ 79,139.04	$ 39.984865	$ 6,930.71	$ 83,168.52	$ 42.128769	$ 7,302.32	$ 87,627.84	$ 44.253288	$ 7,670.57	$ 92,046.84	$ 45.292904	$ 7,850.77	$ 94,209.24	$ 46.423038	$ 8,046.66	$ 96,559.92
Street Maint Worker II	812	6 G	021	$ 38.047615	$ 6,594.92	$ 79,139.04	$ 39.984865	$ 6,930.71	$ 83,168.52	$ 42.128769	$ 7,302.32	$ 87,627.84	$ 44.253288	$ 7,670.57	$ 92,046.84	$ 46.423038	$ 8,046.66	$ 96,559.92	$ 47.559519	$ 8,243.65	$ 98,923.80	$ 48.747692	$ 8,449.60	$ 101,395.20
Street Maint Worker III	813	6 G	023	$ 39.984865	$ 6,930.71	$ 83,168.52	$ 42.128769	$ 7,302.32	$ 87,627.84	$ 44.253288	$ 7,670.57	$ 92,046.84	$ 46.423038	$ 8,046.66	$ 96,559.92	$ 48.747692	$ 8,449.60	$ 101,395.20	$ 49.845462	$ 8,639.88	$ 103,678.56	$ 51.072404	$ 8,852.55	$ 106,230.60
Street Maint Worker IV	814	6 G	029	$ 46.423038	$ 8,046.66	$ 96,559.92	$ 48.747692	$ 8,449.60	$ 101,395.20	$ 51.072404	$ 8,852.55	$ 106,230.60	$ 53.603769	$ 9,291.32	$ 111,495.84	$ 56.277115	$ 9,754.70	$ 117,056.40	$ 57.626769	$ 9,988.64	$ 119,863.68	$ 59.086154	$ 10,241.60	$ 122,899.20
Street Sweeper Operator	825	6 G	028	$ 45.292904	$ 7,850.77	$ 94,209.24	$ 47.559519	$ 8,243.65	$ 98,923.80	$ 49.845462	$ 8,639.88	$ 103,678.56	$ 52.267038	$ 9,059.62	$ 108,715.44	$ 54.946904	$ 9,524.13	$ 114,289.56	$ 56.277115	$ 9,754.70	$ 117,056.40	$ 57.626769	$ 9,988.64	$ 119,863.68
Time & Material Clerk	845	578 A	028	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 61.629750	$ 10,682.49	$ 128,189.88
Traffic Foreman/Forewoman	850	578 A	031	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 54.510058	$ 9,448.41	$ 113,380.92	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 66.315231	$ 11,494.64	$ 137,935.68
Traffic Operations Engineer	851	4 E	038	$ 71.240827	$ 12,348.41	$ 148,180.92	$ 74.808462	$ 12,966.80	$ 155,601.60	$ 78.622385	$ 13,627.88	$ 163,534.56	$ 82.690096	$ 14,332.95	$ 171,995.40	$ 86.623442	$ 15,014.73	$ 180,176.76	$ 88.810327	$ 15,393.79	$ 184,725.48	$ 90.997154	$ 15,772.84	$ 189,274.08
Tree Trimmer II	780	6 G	026	$ 43.187769	$ 7,485.88	$ 89,830.56	$ 45.292904	$ 7,850.77	$ 94,209.24	$ 47.559519	$ 8,243.65	$ 98,923.80	$ 49.845462	$ 8,639.88	$ 103,678.56	$ 52.267038	$ 9,059.62	$ 108,715.44	$ 53.603769	$ 9,291.32	$ 111,495.84	$ 54.946904	$ 9,524.13	$ 114,289.56
Troubleshooter	860	3 D1	038	$ 90.316096	$ 15,654.79	$ 187,857.48	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 99.785596	$ 17,296.17	$ 207,554.04	$ 104.876135	$ 18,178.53	$ 218,142.36	$ 110.076635	$ 19,079.95	$ 228,959.40	$ 112.871885	$ 19,564.46	$ 234,773.52	$ 115.633038	$ 20,043.06	$ 240,516.72
Underground Crew Leader	877	3 D1	036	$ 86.165769	$ 14,935.40	$ 179,224.80	$ 90.316096	$ 15,654.79	$ 187,857.48	$ 94.847596	$ 16,440.25	$ 197,283.00	$ 99.785596	$ 17,296.17	$ 207,554.04	$ 104.876135	$ 18,178.53	$ 218,142.36	$ 107.493346	$ 18,632.18	$ 223,586.16	$ 110.076635	$ 19,079.95	$ 228,959.40
Utility Business Systems Spc	569	578 A	035	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24	$ 73.150096	$ 12,679.35	$ 152,152.20
Utility Conserv/Effcy Coord	913	578 A	028	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 61.629750	$ 10,682.49	$ 128,189.88
Utility Crew Supervisor	881	578 A	035	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24	$ 73.150096	$ 12,679.35	$ 152,152.20
Utility Crew Supervisor/Water	881A	578 A	035	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24	$ 73.150096	$ 12,679.35	$ 152,152.20
Utility Field Services Worker	897	578 A	023	$ 42.779423	$ 7,415.10	$ 88,981.20	$ 44.969596	$ 7,794.73	$ 93,536.76	$ 47.180077	$ 8,177.88	$ 98,134.56	$ 49.573615	$ 8,592.76	$ 103,113.12	$ 52.014692	$ 9,015.88	$ 108,190.56	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 54.510058	$ 9,448.41	$ 113,380.92

All classifications on the Classified Salary Plan are FLSA "Non-Exempt" except Unit 4 classifications. Unit 4 classifications are eligible for MOU overtime.

				Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Job Title	Job Code	Union Sal Code Plan	Grade	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual
Utility Field Svcs Supervisor	896	578 A	028	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 61.629750	$ 10,682.49	$ 128,189.88
Utility Inspection Supervisor	467	578 A	035	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24	$ 73.150096	$ 12,679.35	$ 152,152.20
Utility Inspection Technician	469	6 G	027	$ 44.253288	$ 7,670.57	$ 92,046.84	$ 46.423038	$ 8,046.66	$ 96,559.92	$ 48.747692	$ 8,449.60	$ 101,395.20	$ 51.072404	$ 8,852.55	$ 106,230.60	$ 53.603769	$ 9,291.32	$ 111,495.84	$ 54.946904	$ 9,524.13	$ 114,289.56	$ 56.277115	$ 9,754.70	$ 117,056.40
Utility Locator (Fiber)	899	3 D2	022	$ 61.441788	$ 10,649.91	$ 127,798.92	$ 64.567212	$ 11,191.65	$ 134,299.80	$ 67.743404	$ 11,742.19	$ 140,906.28	$ 71.131500	$ 12,329.46	$ 147,953.52	$ 74.714250	$ 12,950.47	$ 155,405.64	$ 76.501442	$ 13,260.25	$ 159,123.00	$ 78.314077	$ 13,574.44	$ 162,893.28
Utility Services Technician	892	578 A	028	$ 48.326019	$ 8,376.51	$ 100,518.12	$ 50.828077	$ 8,810.20	$ 105,722.40	$ 53.174135	$ 9,216.85	$ 110,602.20	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 61.629750	$ 10,682.49	$ 128,189.88
Utility Worker	895	6 G	019	$ 36.265327	$ 6,285.99	$ 75,431.88	$ 38.047615	$ 6,594.92	$ 79,139.04	$ 39.984865	$ 6,930.71	$ 83,168.52	$ 42.128769	$ 7,302.32	$ 87,627.84	$ 44.253288	$ 7,670.57	$ 92,046.84	$ 45.292904	$ 7,850.77	$ 94,209.24	$ 46.423038	$ 8,046.66	$ 96,559.92
Water & Sewer System Operator	902	578 A	035	$ 57.262962	$ 9,925.58	$ 119,106.96	$ 60.151558	$ 10,426.27	$ 125,115.24	$ 63.128250	$ 10,942.23	$ 131,306.76	$ 66.315231	$ 11,494.64	$ 137,935.68	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24	$ 73.150096	$ 12,679.35	$ 152,152.20
Water Resources Specialist	907	578 A	034	$ 55.852615	$ 9,681.12	$ 116,173.44	$ 58.673308	$ 10,170.04	$ 122,040.48	$ 61.629750	$ 10,682.49	$ 128,189.88	$ 64.640365	$ 11,204.33	$ 134,451.96	$ 68.010346	$ 11,788.46	$ 141,461.52	$ 69.739442	$ 12,088.17	$ 145,058.04	$ 71.454923	$ 12,385.52	$ 148,626.24
Water Service Technician I	904	6 G	025	$ 42.128769	$ 7,302.32	$ 87,627.84	$ 44.253288	$ 7,670.57	$ 92,046.84	$ 46.423038	$ 8,046.66	$ 96,559.92	$ 48.747692	$ 8,449.60	$ 101,395.20	$ 51.072404	$ 8,852.55	$ 106,230.60	$ 52.267038	$ 9,059.62	$ 108,715.44	$ 53.603769	$ 9,291.32	$ 111,495.84
Water Service Technician II	903	6 G	027	$ 44.253288	$ 7,670.57	$ 92,046.84	$ 46.423038	$ 8,046.66	$ 96,559.92	$ 48.747692	$ 8,449.60	$ 101,395.20	$ 51.072404	$ 8,852.55	$ 106,230.60	$ 53.603769	$ 9,291.32	$ 111,495.84	$ 54.946904	$ 9,524.13	$ 114,289.56	$ 56.277115	$ 9,754.70	$ 117,056.40
Water/Sewer Maint Worker I	914	6 G	019	$ 36.265327	$ 6,285.99	$ 75,431.88	$ 38.047615	$ 6,594.92	$ 79,139.04	$ 39.984865	$ 6,930.71	$ 83,168.52	$ 42.128769	$ 7,302.32	$ 87,627.84	$ 44.253288	$ 7,670.57	$ 92,046.84	$ 45.292904	$ 7,850.77	$ 94,209.24	$ 46.423038	$ 8,046.66	$ 96,559.92
Water/Sewer Maint Worker II	917	6 G	023	$ 39.984865	$ 6,930.71	$ 83,168.52	$ 42.128769	$ 7,302.32	$ 87,627.84	$ 44.253288	$ 7,670.57	$ 92,046.84	$ 46.423038	$ 8,046.66	$ 96,559.92	$ 48.747692	$ 8,449.60	$ 101,395.20	$ 49.845462	$ 8,639.88	$ 103,678.56	$ 51.072404	$ 8,852.55	$ 106,230.60

All classifications on the Classified Salary Plan are FLSA "Non-Exempt" except Unit 4 classifications. Unit 4 classifications are eligible for MOU overtime.

City of Santa Clara
The Center of What's Possible

Effective 12/22/2024
Approved 11/19/2024

As-Needed Salary Plan

Job Code	Description	Minimum Hourly Rate	Maximum Hourly Rate
349	TEMPORARY EMPLOYEE	$ 18.20	$ 214.06
362	CROSSING GUARD	$ 18.20	$ 28.50
100	EMERGENCY MEDICAL TECHNICIAN	$ 18.20	$ 20.19
501	INSTRUCTOR/LIFEGUARD	$ 18.20	$ 25.31
502	LABORER	$ 18.20	$ 24.85
524	LAW CLERK I	$ 18.20	$ 20.16
523	LAW CLERK II	$ 19.61	$ 23.84
542	LIBRARY PAGE		$ 18.20
537	LIBRARY TECHNOLOGY AIDE		$ 18.20
608	NUTRITION MEAL SERVER	$ 18.20	$ 20.81
609	NUTRITION SITE MANAGER	$ 19.53	$ 24.71
865	OFFICE CLERK I	$ 29.18	$ 35.50
870	OFFICE CLERK II	$ 32.15	$ 39.21
617	PER DIEM DISPATCHER (CITYWIDE)		$ 75.00
618	PER DIEM DISPATCHER (STADIUM)		$ 70.00
619	PER DIEM POLICE OFFICER		$ 95.00
666	POOL MANAGER	$ 21.02	$ 27.84
606	RECORDS ASSISTANT	$ 18.20	$ 18.41
699	RECREATION INSTRUCTOR	$ 18.20	$ 30.91
681	RECREATION LEADER I	$ 18.20	$ 21.56
682	RECREATION LEADER II	$ 19.28	$ 25.10
683	RECREATION LEADER III	$ 20.65	$ 27.57
698	RECREATION OFFICE ASSISTANT	$ 18.20	$ 21.56
684	RECREATION PROGRAM COORDINATOR	$ 21.69	$ 32.33
686	RECREATION SPECIALIST	$ 18.86	$ 27.57
756	SR LIBRARY PAGE	$ 18.20	$ 20.96
497	STUDENT INTERN I	$ 18.20	$ 22.00
498	STUDENT INTERN II	$ 21.69	$ 26.25
504	STUDENT INTERN III	$ 23.97	$ 29.00
848	TRAFFIC CONTROL SPECIAL EVENTS		$ 30.00

ORDINANCE NO. 1969

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING CHAPTER 3.20 ("MINIMUM WAGE ORDINANCE") OF TITLE 3 ("REVENUE AND FINANCE") OF "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA"

BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, families and workers need to earn a living wage, and public policies which help achieve that goal are beneficial;

WHEREAS, payment of a minimum wage advances the interests of the City as a whole, by creating jobs that keep workers and their families out of poverty;

WHEREAS, a minimum wage will enable a worker to meet basic needs and avoid economic hardship;

WHEREAS, this ordinance is intended to improve the quality of services provided in the City to the public by reducing high turnover, absenteeism, and instability in the workplace;

WHEREAS, prompt and efficient enforcement of this Chapter will provide workers with economic security and the assurance that their rights will be respected;

WHEREAS, key findings of a regional minimum wage study survey performed by the Institute for Research on Labor and Employment at UC Berkeley and BW Research Partnership showed that increasing the minimum wage to $15.00 an hour by 2019 in Santa Clara County would:

- Increase earnings for 250,000 workers;
- Raise average annual earnings of affected workers by 19.4 percent;
- Slightly increase average retail prices in Santa Clara County by 0.2 percent over three years;
- Have a net effect on employment that is slightly negative at the county level (1,450 jobs) and close to zero at a 10 county regional level; and,

WHEREAS, the Cities Association of Santa Clara County recommends a regional minimum wage increase to $15.00 by 2019 as an effort to prevent an uneven playing field that can be damaging to local economies, provide equity to the shared countywide economy, and implement regional consistency across the county.

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

SECTION 1: That Chapter 3.20 ("Minimum Wage Ordinance") of Title 3 ("Revenue and Finance") of "The Code of the City of Santa Clara, California" ("SCCC") is hereby amended to read as follows:

"Chapter 3.20

MINIMUM WAGE ORDINANCE

Sections:

3.20.010 Title.
3.20.020 Authority.
3.20.030 Definitions.
3.20.040 Minimum wage.
3.20.050 Waiver through collective bargaining.
3.20.060 Notice, posting and payroll records.
3.20.070 Retaliation prohibited.
3.20.080 Implementation.
3.20.090 Enforcement.
3.20.100 Relationship to other requirements.
3.20.110 Application of minimum wage to welfare-to-work programs.
3.20.120 Fees.

3.20.010 Title.

This chapter shall be known as the minimum wage chapter of the City of Santa Clara.

3.20.020 Authority.

This Chapter is adopted pursuant to the powers vested in the City of Santa Clara under the laws and Constitution of the State of California, but not limited to, the police powers vested in the City pursuant to Article XI, Section 7 of the California Constitution and Section 1205(b) of the California Labor Law.

3.20.030 Definitions.

The following terms shall have the following meanings:

(a) "City" shall mean City of Santa Clara or any agency designated by the City to administer the terms of this Chapter.

(b) "Employee" shall mean any person who:

(1) In a calendar week performs at least two (2) hours of work for an Employer as defined below.

(2) Qualifies as an employee entitled to payment of a minimum wage from any employer under the California minimum wage law, as provided under Section 1197 of the California Labor Code and wage orders published by the California Industrial Welfare Commission, or is a participant in a Welfare-to-Work Program.

(c) "Employer" shall mean any person, including corporate officers or executives, as defined in Section 18 of the California Labor Code, who directly or indirectly through any other person, including through the services of a temporary employment agency, staffing agency or similar entity, employs or exercises control over the wages, hours or working conditions of any Employee and who is either subject to Chapter 3.40 SCCC or maintains a facility in the City.

(d) "Governmental Agencies" shall include federal agencies, state agencies, school districts and auxiliary organizations as defined under Education Code sections 72670(c) and 89901. Governmental Agency does not include the City of Santa Clara.

(e) "Minimum Wage" shall have the meaning set forth in SCCC 3.20.040.

(f) "Welfare-to-Work Program" shall mean the CalWORKS Program, County Adult Assistance Program (CAAP) which includes the Personal Assisted Employment Services (PAES) Program, and General Assistance Program, and any successor programs that are substantially similar to them.

3.20.040 Minimum wage.

(a) Employers shall pay Employees no less than the Minimum Wage set forth in this Section for each hour worked within the geographic boundaries of the City of Santa Clara. Governmental Agencies are exempt from the minimum wage requirements under the principle of governmental immunity when the work performed is related to the agency's governmental function.

(b) Effective January 1, 2017, the Minimum Wage shall be an hourly rate of $11.10. Effective January 1, 2018, the Minimum Wage shall be an hourly rate of thirteen dollars ($13.00). On January 1, 2019, the Minimum Wage shall be an hourly rate of fifteen dollars ($15.00), except when these scheduled increases are temporarily suspended under subsection (f). To prevent inflation from eroding its value, beginning on January 1, 2020, and each January 1st thereafter, the Minimum Wage shall increase by an amount corresponding to the increase, if any, in the cost of living. The prior year's increase in the cost of living shall be measured by the percentage increase, if any, as of August of the preceding year of the Bay Area Consumer Price Index (Urban Wage Earners and Clerical Workers, San Francisco-Oakland-San Jose, CA for All Items) or its successor index as published by the U.S. Department of Labor or its successor agency, with the amount of the Minimum Wage increase rounded to the nearest multiple of five ($.05) cents. If there is no net increase in the cost of living, the minimum wage shall remain unchanged for that year. Cost of living increases to the Minimum Wage shall not exceed five (5) percent. The adjusted Minimum Wage shall be announced by October 1 of each year, and shall become effective as the new minimum wage on January 1 of the following year.

(c) Commissions or guaranteed gratuities, not including discretionary tips, may be counted toward payment of the Minimum Wage when the commissions or guaranteed gratuities are earned and paid together with other compensation paid to an employee and are equal to or greater than the current Minimum Wage. For each pay period, Employers shall pay the Employee an amount that equals or exceeds the current hourly Minimum Wage.

(d) The Employer may offset a portion of the Minimum Wage for housing and meal costs only if the offsets are the same as those available under the California minimum wage law. The offsets shall only be recognized if there is a prior voluntary agreement between the Employer and the Employee.

(e) A violation for unlawfully failing to pay the Minimum Wage shall be deemed to continue from the date immediately following the date that the wages were due and payable as provided in Part 1 (commencing with Section 200) of Division 2 of the California Labor Code, to the date immediately preceding the date the wages are paid in full.

(f) On or before September 1, 2017, and on or before every September 1 thereafter until the Minimum Wage is fifteen dollars ($15.00) per hour, to ensure that economic conditions can support a minimum wage increase, the City Manager or his/her designee shall annually make a determination and certify to the City Council whether each condition below is met:

(A) Total nonfarm employment for California, seasonally adjusted, decreased over the three-month period from April to June, inclusive, prior to the September 1 determination. This calculation shall compare seasonally adjusted total nonfarm employment in June to seasonally adjusted total nonfarm employment in March, as reported by the Employment Development Department.

(B) Total nonfarm employment for California, seasonally adjusted, decreased over the six-month period from January to June, inclusive, prior to the September 1 determination. This calculation shall compare seasonally adjusted total nonfarm employment in June to seasonally adjusted total nonfarm employment in December, as reported by the Employment Development Department.

(C) California state retail sales and use tax cash receipts from a 3.9375-percent tax rate for the July 1 to June 30, inclusive, period ending one month prior to the September 1 determination is less than retail sales and use tax cash receipts from a 3.9375-percent tax rate for the July 1 to June 30, inclusive, period ending 14 months prior to the

September 1 determination. The calculation for the condition specified in this subparagraph shall be made by the City Manager of designee using data posted online by the State Board of Equalization, following the procedure specified in paragraph (1) of subdivision (c) of Section 1182.12 of the California Labor Code as follows:

(i) The State Board of Equalization shall publish by the 10th of each month on its Internet Web site the total retail sales (sales before adjustments) for the prior month derived from their daily retail sales and use tax reports.

(ii) The State Board of Equalization shall publish by the 10th of each month on its Internet Web site the monthly factor required to convert the prior month's retail sales and use tax total from all tax rates to a retail sales and use tax total from a 3.9375-percent tax rate.

(iii) The Department of Finance shall multiply the monthly total from clause (i) by the monthly factor from clause (ii) for each month.

(iv) The Department of Finance shall sum the monthly totals calculated in clause (iii) to calculate the 12-month July 1 to June 30, inclusive, totals needed for the comparison in this subparagraph.

(g) If, for any year, the condition in either subsection (A) or (B) of SCCC 3.20.040(f) is met, and if the condition in subsection (C) of SCCC 3.20.040(f) is met, the City Council may, on or before October 1 of that year, make a determination to temporarily suspend the minimum wage increase scheduled for the following year.

(h) If the City Council makes a determination to temporarily suspend the scheduled minimum wage increases for the following year, all dates specified in SCCC 3.20.040(b) that are subsequent to the October 1 determination date shall be postponed by an additional year.

3.20.050 Waiver through collective bargaining.

To the extent required by federal law, all or any portion of the applicable requirements of this Chapter may be waived in a bona fide collective bargaining agreement, provided that such waiver is explicitly set forth in such agreement in clear and unambiguous terms.

3.20.060 Notice, posting and payroll records.

(a) By January 1 of each year, the City shall publish and make available to Employers a bulletin announcing the adjusted Minimum Wage rate for the upcoming year, which shall take effect on January 1. In conjunction with this bulletin, the City shall by January 1, or as soon as practicable thereafter of each year publish and make available to Employers, in the top three languages spoken in the City based on the latest available census information for the City, a notice suitable for posting by Employers in the workplace informing Employees of the current Minimum Wage rate and of their rights under this Chapter.

(b) Every Employer shall post in a conspicuous place at any workplace or job site where any Employee works the notice published each year by the Office informing Employees of the current Minimum Wage rate and of their rights under this Chapter. Every Employer shall post such notices in the top three languages spoken in the City based on the latest available census information for the City at the workplace or job site. Every Employer shall also provide each Employee at the time of hire with the Employer's name, address, and telephone number in writing.

(c) Employers shall retain payroll records pertaining to Employees for a period of four years, and shall allow the City access to such records, with appropriate notice and at a mutually agreeable time, to monitor compliance with the requirements of this Chapter. Where an Employer does not maintain or retain adequate records documenting wages paid or does not allow the City reasonable access to such records, the Employee's account of how much he or she was paid shall be presumed to be accurate, absent clear and convincing evidence otherwise.

3.20.070 Retaliation prohibited.

(a) It shall be unlawful for an Employer or any other party to discriminate in any manner or take adverse action against any person in retaliation for exercising rights protected under this Chapter. Rights protected under this Chapter include, but are not limited to: the right to file a complaint or inform any person about any party's alleged noncompliance with this Chapter; and the right to inform any person of his or her potential rights under this Chapter and to assist him or her in asserting such rights. Protections of this Chapter shall apply to any person who mistakenly, but in good faith, alleges noncompliance with this Chapter.

(b) Taking adverse action against a person within ninety (90) days of the person's exercise of rights protected under this Chapter shall raise a rebuttable presumption of having done so in retaliation for the exercise of such rights.

3.20.080 Implementation.

(a) Guidelines. The City shall be authorized to coordinate implementation and enforcement of this Chapter and may promulgate appropriate guidelines or rules for such purposes. Any guidelines or rules promulgated by the City shall have the force and effect of law and may be relied on by Employers, Employees and other parties to determine their rights and responsibilities under this Chapter. Any guidelines or rules may establish procedures for ensuring fair, efficient and cost-effective implementation of this Chapter, including supplementary procedures for helping to inform Employees of their rights under this Chapter, for monitoring Employer compliance with this Chapter, and for providing administrative hearings to determine whether an Employer or other person has violated the requirements of this Chapter.

(b) Reporting Violations. An Employee or any other person may report to the City in writing any suspected violation of this Chapter. The City shall encourage reporting pursuant to this subsection by keeping confidential, to the maximum extent permitted by applicable laws, the name and other identifying information of the Employee or person reporting the violation. Provided, however, that with the authorization of such person, the City may disclose his or her

name and identifying information as necessary to enforce this Chapter or other employee protection laws. In order to further encourage reporting by Employees, if the City notifies an Employer that the City is investigating a complaint, the City shall require the Employer to post or otherwise notify its Employees that the City is conducting an investigation, using a form provided by the City.

(c) Investigation. The City shall be responsible for investigating any possible violations of this Chapter by an Employer or other person. The City shall have the authority to inspect workplaces, interview persons and request the City Attorney to subpoena books, papers, records, or other items relevant to the enforcement of this Chapter.

(d) Informal Resolution. The City shall make every effort to resolve complaints informally, in a timely manner, and shall have a policy that the City shall take no more than one year to resolve any matter, before initiating an enforcement action. The failure of the City to meet these timelines within one year shall not be grounds for closure or dismissal of the complaint.

3.20.090 Enforcement.

(a) Where prompt compliance is not forthcoming, the City shall take any appropriate enforcement action to secure compliance. All remedies in the SCCC are considered cumulative and the use of one or more remedies by the City shall not bar the use of any other remedy for the purpose of enforcing these provisions.

(1) The City may issue an administrative citation pursuant to Chapter 1.10 of the SCCC with a fine of not more than fifty dollars ($50.00) for each day or portion thereof and for each Employee or person as to whom the violation occurred or continued. The Council may modify the fine amount by Resolution.

(2) Alternatively, the City may initiate a proceeding under Chapter 1.05 of the SCCC by issuing a compliance order.

(3) The City may initiate a civil action for injunctive relief and damages and civil penalties in a court of competent jurisdiction.

(b) Any person aggrieved by a violation of this Chapter, any entity a member of which is aggrieved by a violation of this Chapter, or any other person or entity acting on behalf of the public as provided for under applicable state law, may bring a civil action in a court of competent jurisdiction against the Employer or other person violating this Chapter and, upon prevailing, shall be awarded reasonable attorneys' fees and costs and shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation, including, without limitation, the payment of any back wages unlawfully withheld, the payment of an additional sum as a civil penalty in the amount of fifty dollars ($50.00) to each Employee or person whose rights under this Chapter were violated for each day that the violation occurred or continued, reinstatement in employment and/or injunctive relief. Provided, however, that any person or entity enforcing this Chapter on behalf of the public as provided for under applicable state law shall, upon prevailing, be entitled only to equitable, injunctive or restitutionary relief to employees, and reasonable attorneys' fees and costs.

(c) This Section shall not be construed to limit an Employee's right to bring legal action for a violation of any other laws concerning wages, hours, or other standards or rights nor shall exhaustion of remedies under this Chapter be a prerequisite to the assertion of any right.

(d) Except where prohibited by state or federal law, City agencies or departments may revoke or suspend any registration certificates, permits or licenses held or requested by the Employer until such time as the violation is remedied.

(e) Relief. The remedies for violation of this Chapter include but are not limited to:

(1) Reinstatement, the payment of back wages unlawfully withheld, and the payment of an additional sum as a civil penalty in the amount of fifty dollars ($50.00) to each Employee or person whose rights under this Chapter were violated for each day or portion

thereof that the violation occurred or continued, and fines imposed pursuant to other provisions of this Code or state law.

(2) Interest on all due and unpaid wages at the rate of interest specified in subdivision (b) of Section 3289 of the California Civil Code, which shall accrue from the date that the wages were due and payable as provided in Part 1 (commencing with Section 200) of Division 2 of the California Labor Code, to the date the wages are paid in full.

(3) Reimbursement of the City's administrative costs of enforcement and reasonable attorney's fees.

3.20.100 Relationship to other requirements.

This Chapter provides for payment of a local Minimum Wage and shall not be construed to preempt or otherwise limit or affect the applicability of any other law, regulation, requirement, policy or standard that provides for payment of higher or supplemental wages or benefits, or that extends other protections.

3.20.110 Application of minimum wage to welfare-to-work programs.

The Minimum Wage established pursuant to SCCC 3.20.040(b) shall apply to the Welfare-to-Work programs under which persons must perform work in exchange for receipt of benefits. Participants in Welfare-to-Work Programs shall not, during a given benefits period, be required to work more than a number of hours equal to the value of all cash benefits received during that period, divided by the Minimum Wage.

3.20.120 Fees.

Nothing herein shall preclude the City Council from imposing a cost recovery fee on all Employers to pay the cost of administering this Chapter."

SECTION 2: CEQA – Exemption. The City Council finds, pursuant to Title 14 of the California Code of Regulations, Section 15031(b)(3), that this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a project which has the potential for causing a significant effect on the environment.

SECTION 3: Savings clause. The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

SECTION 4: Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

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SECTION 5: Effective date. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of "The Charter of the City of Santa Clara, California."

PASSED FOR THE PURPOSE OF PUBLICATION this 18th day of July 2017, by the following vote:

AYES:	COUNCILORS:	Caserta, Davis, Kolstad, Mahan, O'Neill, and Watanabe and Mayor Gillmor
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST: _____
ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

FINALLY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA this 22nd day of August 2017, by the following vote:

AYES:	COUNCILORS:	Caserta, Davis, Kolstad, Mahan, O'Neill, and Watanabe and Mayor Gillmor
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST: _____
ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None
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RESOLUTION NO. 24- _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA TO ADOPT THE AMENDED AS-NEEDED AND CLASSIFIED SALARY PLANS FOR VARIOUS POSITIONS WITH AN APPROVAL DATE OF NOVEMBER 19, 2024 AND AN EFFECTIVE DATE OF DECEMBER 22, 2024

WHEREAS, the City of Santa Clara contracts with CalPERS to provide retirement benefits;

WHEREAS, to comply with the California Code Regulations section 570.5, the City of Santa Clara shall among other things, have publicly available pay schedules approved and adopted by the City Council which shall indicate an effective date and date of any revisions; and,

WHEREAS, as required by the California Code Regulations section 570.5 and as mandated by CalPERS, the City Council deems it to be in the best interests of the City to adopt the Amended As-needed and Classified Salary Plans for City of Santa Clara classifications when there are salary modifications to existing classifications, and when new classifications are created and salary ranges need to be established or when existing classifications are deleted, with an approval date of November 19, 2024, and an effective date of December 22, 2024.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City hereby adopts the attached Amended As-needed Salary Plan, and the attached Classified Salary Plan, for various City of Santa Clara positions, reflecting the wage increases for classified positions previously approved by the City Council in the applicable Memoranda of Understanding with the various bargaining units.
2. Effective date. In accordance with the California Code Regulations section 570.5 and to comply with CalPERS, the attached salary schedules for various as-needed positions shall be effective December 22, 2024 to coincide with the pay period that includes January 1, 2025 effective date, and for various classified positions shall be effective December 22, 2024, and adopted with an approval date of November 19, 2024.

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I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF ____, 2024, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. As-Needed Salary Plan eff 12-22-2024 (for Council 11-19-2024)
2. Classified Salary Plan eff 12-22-2024 (for Council 11-19-2024)

24-1071 **Agenda Date: 11/19/2024**

REPORT TO COUNCIL

SUBJECT

Adopt a Resolution to Authorize the City Manager to Execute the 2025-2028 Memorandum of Understanding Between the City of Santa Clara and the Unclassified Miscellaneous Management (hereafter, "Unit 9"), Which Incorporates the Terms of the Tentative Agreement; Adopt a Resolution Updating the Unclassified Salary Plan; Approve the Creation and Modification of Unclassified Class Specifications; and Add 1.0 Assistant Fleet Manager and Delete 1.0 Public Works Supervisor

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

Execute the 2025-2028 Memorandum of Understanding Between the City of Santa Clara and the Unclassified Miscellaneous Management

The Unclassified Miscellaneous Management (hereafter, "Unit 9") Memorandum of Understanding (hereafter, "MOU") is set to expire on December 31, 2024.

The City and Unit 9 began formal negotiations on a successor MOU on approximately February 15, 2024, and the parties had multiple meetings to discuss terms that may be included in an overall agreement on a successor MOU. On or about October 24, 2024, the parties reached an overall Tentative Agreement on the terms to be contained in a successor MOU. Unit 9 notified the City on or about October 30, 2024, that the Tentative Agreement was ratified by Unit 9 membership.

Adoption of a Resolution Approving and Adopting the Updated Unclassified Salary Plan

Section 9 of the Personnel and Salary Resolution requires City Council approval of compensation plans for unclassified positions. California Code Regulations Section 570.5 requires the adoption of updated publicly available salary schedules by the governing body. The attached Resolution approves the updated salary plan for all classifications represented by Unit 9 consistent with the terms of the subject Tentative Agreement.

The City of Santa Clara contracts with the California Public Employees' Retirement System (CalPERS) to provide retirement benefits for employees in both classified and unclassified positions. When the City makes modifications to the salary schedules for its unclassified positions, the City Council must approve and adopt the publicly available salary schedules to comply with California Code of Regulations (CCR) section 570. 5. If the City Council does not approve these resolutions, the City will be non-compliant with CalPERS record keeping and reporting requirements. The proposed Council action satisfies these applicable requirements.

The unclassified salary plan is being updated to reflect the terms agreed to with Unit 9 on a

successor MOU, as discussed herein. In addition, the updates to the unclassified salary plan reflects the negotiated and Council approved Cost of Living Adjustments (COLA) for the Unclassified Police Management (hereafter, “Unit 9A”) and the Unclassified Fire Management (hereafter, “Unit 9B”).

- Unclassified Miscellaneous Management (Unit 9): The Chief Operating Officer, Chief Electric Utility Officer, and Assistant City Managers salary will remain status quo. Director level salary ranges shall be increased by approximately 3.0%. All other classifications assigned to Unit 9 shall be increased by approximately 5.0%. The wage adjustments are effective December 22, 2024 (first pay period of 2025).
- Unclassified Police Management (Unit 9A): A wage increase of approximately 4.0% effective December 22, 2024. Previously approved by City Council in open session as part of an agreement on a successor MOU on or about December 5, 2023.
- Unclassified Fire Management (Unit 9B): A wage increase of approximately 2.5% effective December 22, 2024. Previously approved by City Council in open session as part of an agreement on a successor MOU on or about November 1, 2022.

<u>Approve the Creation of and Modifications to Unclassified Class Specifications</u>
Creation of the Assistant Fleet Manager (Job Code 046) Class Specification: In coordination with the Department of Public Works, the Human Resources Department created an Assistant Fleet Manager (Job Code 046) classification to address staffing in the fleet division. The intent of this classification is to create additional promotional opportunities and succession planning opportunities in the division. The salary range is $126,422.28 - $163,590.48.

Merge the Deputy Director of Public Works (Job Code 176) and Deputy Director of Parks and Recreation (Job Code 175) to a General Deputy Director (Job Code 176) Class Specification: Pursuant to the Tentative Agreement on a successor MOU with Unit 9 described herein, the City is consolidating the Deputy Public Works Director (Job Code 176) and Deputy Parks and Recreation Director (Job Code 175) to a general Deputy Director (Job Code 176) class specification. The intent of this classification is to allow other Departments to utilize the Deputy Director classification to improve operations, create additional promotional opportunities and provide an avenue for succession planning in Departments. The salary range will be at the former Deputy Public Works Director (Job Code 176).

Revise the Senior Electric Division Manager Class Specification (Job Code 173): The Human Resources Department coordinated with the Electric Utility Department to revise the class specification for Senior Electric Division Manager (Job Code 173) to clarify and broaden the types of qualifying experience needed to meet the minimum qualifications for the classification.

Sections 4 and 6 of the Personnel and Salary Resolution require City Council approval of new or revised classifications. The proposed Council action satisfies these applicable requirements.

<u>Add 1.0 Assistant Fleet Manager and Delete 1.0 Public Works Supervisor</u>
The Department of Public Works is requesting to add a 1.0 Assistant Fleet Manager and delete 1.0 Public Works Supervisor. This action will better describe the work required to be performed in the work group by the creation of this classification.

DISCUSSION

Execute the 2025-2028 Memorandum of Understanding Between the City of Santa Clara and the Unclassified Miscellaneous Management (Unit 9)
The recommended action authorizes the City Manager to execute a successor Memorandum of Understanding with a term of January 1, 2025, through and including December 31, 2028, that incorporates the terms of the Tentative Agreement reached between both parties.

The following is a summary of the notable provisions of the Tentative Agreement, and a complete copy of the Tentative Agreement is attached:

Term
January 1, 2025 - December 31, 2028

Wages
Effective December 22, 2024 (the first pay period of calendar year 2025), the
Chief Operating Officer, Chief Electric Utility Officer, and Assistant City Managers salary will remain status quo. Director level salary ranges shall be increased by approximately 3.0%. All other classifications assigned to Unit 9 shall be increased by approximately 5.0%.

Effective the first pay period of calendar year 2026, all salary ranges for employees holding positions in classifications assigned to Unit 9 shall be increased by 3.0%.

Effective the first pay period of calendar year 2027, all salary ranges for employees holding positions in classifications assigned to Unit 9 shall be increased by 3.0%.

Effective the first pay period of calendar year 2028, all salary ranges for employees holding positions in classifications assigned to Unit 9 shall be increased by 3.0%.

Other Adjustments
The City will adjust the salary ranges for the classifications of City Librarian (Job Code 066), Director of Human Resources (Job Code 088), Director of Information Technology/CIO (Job Code 089), Director of Water & Sewer Utilities (Job Code 102), and Parks & Recreation Director (Job Code 132) to align with the Director of Finance (Job Code 087) salary range. There will be no automatic change in pay for incumbents.

The City will consolidate the classifications of Deputy Parks & Recreation Director (Job Code 175) and Deputy Public Works Director (Job Code 176) into single Deputy Director classification with the salary range of the Deputy Public Works Director. There will be no automatic change in pay for incumbents.

The City will increase the salary range for Assistant City Clerk (Job Code 010) by approximately 13.81% to align with the market rate and to reflect the duties of the position. There will be no automatic change in pay for the incumbent.

One-Time Non-Pensionable Discretionary Payment
The City shall make a one-time discretionary cash payment equivalent to approximately $3,000 for regular employees in Unit 9 who were subject to two (2) years of merit freezes. The Parties intend

and understand that this lump sum payment is non-pensionable and will not be reported to CalPERS. The one-time discretionary cash payment shall be paid on or about November 29, 2024.

Additionally, effective the first full pay period of July 2028, the City shall make a one-time discretionary cash payment equivalent to approximately $3,000 for regular employees employed in classifications represented by Unit 9 at the time of payment. The Parties intend and understand that this lump sum payment is non-pensionable and will not be reported to CalPERS.

Deferred Compensation

On the pay date associated with the first pay period of calendar year 2025, the City shall make a monthly contribution equivalent to $300 on behalf of each represented employee in the City's deferred compensation plan. An employee must be enrolled in the deferred compensation plan in order to receive the City's contribution and there is no retroactivity of payment. It is anticipated that the City's contribution will be deposited into a new Internal Revenue Code Section 401(a) deferred compensation account for each participating employee and that the City will need to enter into administration and record-keeping agreements for such accounts. This new plan would mirror the terms of the City existing section 457(b) deferred compensation plan. Since the fees associated with those retirement accounts are assessed against the individual accounts (and not against the City), staff recommends authorizing the City Manager to execute any such necessary agreements, in a final form to be approved by the City Attorney.

Healthcare

Effective January 1, 2025, the City will increase contribution towards Family Medical to 90% of the Kaiser rate for Employee plus two or more. City Council approved a side letter agreement to these terms on or about September 10, 2024, and the terms of the side letter agreement will be incorporated into the successor MOU.

Compaction

Annually, not later than March 31 of each year covered by the 2025-2028 MOU, Unit 9 may identify any classifications where it believes there is compaction (defined as a differential of less than five percent (5%) between the Unit 9 classification and a direct report). The Department of Human Resources will review any submitted issues of compaction and will recommend that the City Council amend the salary range for any Unit 9 classification where there is less than five percent (5%) differential with a direct report (measured top of salary range to top of salary range) to create a differential of five percent (5%) (measured top of salary range to top of salary range). Salary range adjustments will occur by July 1 of the following fiscal year and will not result in an automatic change in pay for the incumbent.

At any time, Unit 9 may identify compaction issues between bargaining unit employees and employees whom they directly supervise which do not require modification of the salary range by sending a written notice to the Department of Human Resources. Within fourteen (14) working days of receipt of the required information, the Department of Human Resources shall notify the City Manager of the compaction issue. Upon receipt, the City Manager will review the issue and may make a determination on an appropriate adjustment, if any, no later than thirty (30) working days after receipt from Human Resources). In determining the appropriate adjustment, the City Manager will consider all relevant facts including but not limited to: whether the employee is expected to be permanently supervised by the Unit 9 member (i.e., if the supervision is expected to last six months or less); any COLA or Merit increases applicable to the Unit 9 member; and the performance of the

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Unit 9 employee.

Adoption of a Resolution Approving and Adopting the Updated Unclassified Salary Plan
The Unclassified Salary Plan has been updated to reflect the terms of the Tentative Agreement on a successor MOU as described above, specifically the negotiated wage increases and other salary changes noted above for Unit 9. The Unclassified Salary Plan has also been updated to reflect the previously approved negotiated wage increases for Unit 9A and Unit 9B and additions/modifications to classification titles as set forth in this report.

Approve the Creation of and Modifications to Unclassified Class Specifications

Creation of Assistant Fleet Manager (Job Code 046) Class Specification:
In coordination with the Department of Public Works, the Human Resources Department created an Assistant Fleet Manager (Job Code 046) classification to address staffing in the fleet division and create additional promotional opportunities.

> Assistant Fleet Manager (Job Code 046) - with an annual salary range of $126,422.28 - $163,590.48. The Assistant Fleet Manager (Job Code 046) assists in coordination, planning, organizing and improvement of fleet programs and activities, including but not limited to acquisition, maintenance, repair, replacement, utilization, disposal, fueling, safety, service contracts, database management, and regulatory compliance.

Consolidate the Deputy Public Works Director (Job Code 176) and Deputy Parks and Recreation Director (Job Code 175) to a general Deputy Director (Job Code 176) Class Specification:
Pursuant to the Tentative Agreement on a successor MOU with Unit 9, the City consolidated the Deputy Public Works Director (Job Code 176) and Deputy Parks and Recreation Director (Job Code 175) to a general Deputy Director (Job Code 176) class specification. The intent of this classification is to allow other Departments to utilize the Deputy Director classification to improve operations, create additional promotional opportunities and provide an avenue for succession planning in Departments.

> Deputy Director (Job Code 176) - with an annual salary range of $183,067.44 - $236,912.52. The Deputy Director (Job Code 176) performs planning, organizing, and managing multiple operations functions within a Department. There is no proposed change to incumbents' salary.

Revisions to Senior Electric Division Manager (Job Code 173) Class Specification
In coordination with the Electric Utility Department, the Human Resources Department revised the Senior Electric Division Manager (Job Code 173) class specification to make administrative updates to add the Distinguishing Characteristics section, add clarifying language to the Minimum Qualifications/Experience section, and to move existing language regarding experience in an electric utility industry from the Minimum Qualifications section to the Desirable Qualifications section.

> Senior Electric Division Manager (Job Code 173) - with an annual salary range of $228,759.12 - $296,068.80. The Senior Electric Division Manager (Job Code 173) is a leadership position in the unclassified service with assigned responsibility of a sizeable number of employees, a major process, one or more divisions, and a significant financial role with debt, rate setting,

trading or contracts within the Electric Utility Department.

Add 1.0 Assistant Fleet Manager and Delete 1.0 Public Works Supervisor
The Department of Public Works is requesting to add 1.0 Assistant Fleet Manager and delete 1.0 Public Works Supervisor; both classifications have the same salary range. The Department has a need for an Assistant Fleet Manager in the division. The creation of this classification is intended to provide additional support under fleet services and assist with succession planning within the workgroup. The Assistant Fleet Manager classification will better align with the work expected to be performed by the position.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

The City regularly budgets the total compensation cost for its current employees and integrates known and projected cost increases from MOUs in the City’s annual budget. The costs of the Unit 9 MOU are within budget authority approved by the City Council through the negotiation process. In FY 2024/25, the costs associated with the negotiated agreement are approximately $1.67 million, of which $764,000 are in the General Fund. It is anticipated that this amount will be covered within the existing departmental budgets in FY 2024/25. Expenditures will be monitored throughout the year, and budget actions will be brought forward to Council as necessary. In future years, the costs for this contract will be factored into future forecasts and annual budgets.

The chart below reflects the estimated changes in costs in the General Fund as well as all funds over the term of the Unit 9 MOU.

Estimated Costs

Item	**Description**	**Estimated General Fund Cost**	**Estimated All Funds Cost**
Ongoing Items			
Wages and Associated Benefits (CY 2025)	5.0% increase (3% director level)	$0.9M	$2.1M
Wages and Associated Benefits (CY 2026)	3.0% increase	$0.6M	$1.4M
Wages and Associated Benefits (CY 2027)	3.0% increase	$0.7M	$1.4M
Wages and Associated Benefits (CY 2028)	3.0% increase	$0.7M	$1.5M
Deferred Compensation (annual contribution)	$300/month	$0.3M	$0.7 M
Total Ongoing Items		**$3.2M**	**$7.1M**

One-Time Items			
One-Time Non-Pensionable Discretionary Payment (CY 2024)	$3,000 for employees with two-year merit freeze	$132K	$283K
One-Time Non-Pensionable Discretionary Payment (CY 2028)	$3,000 for employees employed in Unit 9	$262K	$543K
Total One-Time Items		**$394K**	**$826K**

The Department of Public Works is requesting to delete 1.0 Public Works Supervisor and add a 1.0 Assistant Fleet Manager. The salary range for these positions are the same; therefore, there is no additional cost.

COORDINATION
This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT
Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov, or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION
1. Authorize the City Manager to Execute the 2025-2028 Memorandum of Understanding Between the City of Santa Clara and the Unclassified Miscellaneous Management (hereafter, "Unit 9"), Which Incorporates the Terms of the Tentative Agreement;
2. Adopt a Resolution to approve the revised salary plans for unclassified positions to satisfy the requirements of California Code of Regulations Section 570.5, effective December 22, 2024;
3. Authorize the City Manager to negotiate and execute all necessary agreements and other documents, in final form(s) approved by the City Attorney, for the establishment and operation of a section 401(a) deferred compensation plan in accordance with the terms of the Unit 9 MOU;
4. Approve the Creation of the Assistant Fleet Manager Class Specification (Job Code 046);
5. Approve the consolidation of the Deputy Public Works Director (Job Code 176) and Deputy Parks and Recreation Director (Job Code 175) to a general Deputy Director (Job Code 176) Class Specification;
6. Approve Revisions to Senior Electric Division Manager (Job Code 173) Class Specification; and
7. Approve the addition of 1.0 Assistant Fleet Manager and deletion of 1.0 Public Works Supervisor in the Public Works Department.

Reviewed by: Aracely Azevedo, Director of Human Resources
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Tentative Agreement between the City and Unit 9
2. Unclassified Salary Plan Eff 12-22-2024 (for Council 11-19-2024)
3. Resolution for Updated Unclassified Salary Plan (for 11-19-2024)
4. Assistant Fleet Manager Class Specification (Job Code 046)
5. Deputy Director Class Specification (Job Code 176)
6. Class Specification (clean) Senior Electric Division Manager (Job Code 173)
7. Class Specification (track changes version) Senior Electric Division Manager (Job Code 173)

2024 CITY OF SANTA CLARA – SANTA CLARA UNCLASSIFIED MISCELLANEOUS MANAGEMENT (UNIT 9) NEGOTIATIONS

CITY and Unit 9 Negotiations – Comprehensive Tentative Agreement

1. **Duration**

   4 Years (exp. 12/31/28)

2. **Wages** (Sec. 1) (See Attached)

   - First Pay Period of Calendar Year 2025

Chief Operating Officer, Chief Electrical Utility Officer, Assistant City Managers	Status Quo (0%)
Directors	Salary ranges shall be increased by approximately 3.0%
All other Unit 9 classifications	Salary ranges shall be increased by approximately 5.0%

   - First Pay Period of Calendar Year 2026 - All salary ranges for employees holding positions in classifications assigned to Unit 9 shall be increased by approximately 3.0%.

   - First Pay Period of Calendar Year 2027 - All salary ranges for employees holding positions in classifications assigned to Unit 9 shall be increased by approximately 3.0%.

   - First Pay Period of Calendar Year 2028 - All salary ranges for employees holding positions in classifications assigned to Unit 9 shall be increased by approximately 3.0%.

3. **Other Adjustments** (See Attached)

   Directors
   Align Salaries for Library Director, Human Resources Director, IT Director, Parks & Recreation Director, and Water & Sewer Director to Finance Director current range. No automatic change in pay for incumbents.

   Deputy Directors
   Consolidate Parks & Recreation and Public Works Deputy Director classifications into single Deputy Director class with salary range of current Public Works Deputy Director. No automatic change in pay for incumbents.

   Assistant City Clerk
   Increase salary range by 13.81% to align with market (top of range: $210,000 to be amended with any agreed upon COLA). No automatic change in pay for incumbent.

4. **Merit Pay (**Sec. 14)

   See Attached (Revised).

5. **Lump Sum** (Sec. 1) (See Attached)

   Effective the first full pay period following City Council adoption: $3,000 to employees subject to two years of merit freezes.

   Effective first full pay period of July 2028: $3,000 for all individuals employed in the unit.

6. **Deferred Compensation** (New) (See Attached)

   Unit 9 9/11/24 Off-the-Record Counterproposal (City will contribute $300/month to employee deferred compensation accounts.)

7. **Compaction** (New Section)

   Annually, not later than March 31 of each year covered by the 2025-28 MOU, Unit 9 may identify any classifications where it believes there is compaction (defined as a differential of less than five percent (5%) between the Unit 9 classification and a direct report. The Department of Human Resources will review any submitted issues of compaction and will recommend that the City Council amend the salary range for any Unit 9 classification where there is less than five percent (5%) differential with a direct report (measured top of salary range to top of salary range) to create a differential of five percent (5%) (measured top of salary range to top of salary range). Salary range adjustments will occur by July 1 of the following fiscal year and will not result in an automatic change in pay for the incumbent.

   At any time, Unit 9 may identify compaction issues between bargaining unit employees and employees whom they directly supervise which do not require modification of the salary range by sending a written notice to the Department of Human Resources. Within fourteen (14) working days of receipt of the required information, the Department of Human Resources shall notify the City Manager of the compaction issue. Upon receipt, the City Manager will review the issue and may make a determination on an appropriate adjustment, if any, no later than thirty (30) working days after receipt from Human Resources. In determining the appropriate adjustment, the City Manager will consider all relevant facts including but not limited to: whether the employee is expected to be permanently supervised by the Unit 9 member (i.e., if the supervision is expected to last six months or less); any COLA or Merit increases applicable to the Unit 9 member; and the performance of the Unit 9 employee.

8. **Holidays (Sec. 4)** (See Attached)

   City 4/1/24 Counterproposal.

9. **Vacation Accrual and Usage** (Sec. 6) (See Attached)

   City 4/1/24 Counterproposal.

10. Health Insurance (Sec. 7) (See Attached)

Effective January 1, 2025, increase City contribution towards Family Medical to 90% of the Kaiser rate for Employee plus two or more. Incorporate Side Letter language into MOU.

11. Emergency Paid Leave (Sec. 15) (See Attached)

Unit 9 9/11/24 Off-the-Record Counterproposal.

12. Bereavement Leave (Sec. 17) (See Attached)

City 4/1/24 Counterproposal.

13. Next MOU (Sec. 30) (See Attached)

City 4/1/24 Counterproposal.

14. Wellness (Sideletter) (See Attached)

Side Letter to explore a Citywide wellness benefit.

15. Resident Status (New) (See Attached)

Pilot program to pay the "resident" rate for Parks & Recreation programs and activities.

16. Tuition Reimbursement

See Attached

17. Grievance Procedure (New)

See Attached

For the City:

11/15/24

Jovan D. Grogan — Date
City Manager

For the Unclassified Miscellaneous Management (Unit 9:

11-15-2024

Chris Jackson — Date
President, Unit 9

CITY and Unit 9 Negotiations – Wages

Proposed Language:[1]

1. WAGE ADJUSTMENTS

A. Effective December 22, 2024 (the first pay period of calendar year 2025)~~Effective December 15, 2019, all salary ranges for employees holding positions in classifications assigned to Unit 9 shall remain status quo.~~:

1) The salary ranges for employees in the classifications of Chief Operating Officer (Job Code 311), Chief Electric Utility Officer (Job Code 108), and Assistant City Manager (Job Code 016) shall remain status quo.

2) The salary ranges for the classifications shown below shall be adjusted as follows; this will not result in wage increases for incumbents in the position:

a. The salary ranges for the following classifications shall be aligned to the salary range of the Director of Finance (Job Code 087) classification:

i. City Librarian (Job Code 066)
ii. Director of Human Resources (Job Code 088)
iii. Director of Information Technology/CIO (Job Code 089)
iv. Director of Water & Sewer Utility (Job Code 102)
v. Parks & Recreation Director (Job Code 132)

b. The salary range of the Assistant City Clerk (Job Code 010) shall be increased to have a maximum of $210,000 annually.

c. The Deputy Parks & Recreation Director (Job Code 175) classification and Deputy Public Works Director (Job Code 176) classification shall be consolidated into a single Deputy Director classification with the salary range of the Deputy Public Works Director (Job Code 176).

3) The salary ranges for employees in the classifications listed below shall be increased by approximately 3.0%:

a. City Librarian (Job Code 066)
b. Director of Community Development (Job Code 088)
c. Director of Finance (Job Code 087)
d. Director of Human Resources (Job Code 088)
e. Director of Information Technology/CIO (Job Code 089)
f. Director of Public Works (Job Code 091)
g. Director of Water & Sewer Utility (Job Code 102)
h. Parks & Recreation Director (Job Code 132)

[1] ***The proposed language is subject to review and approval by the City Attorney's Office***

4) The salary ranges for all other employees holding positions in classifications assigned to Unit 9 shall be increased by approximately 5.0%.

B. Effective the first pay period of calendar year ~~2021~~2026, all salary ranges for employees holding positions in classifications assigned to Unit 9 shall ~~remain status quo~~be increased by approximately 3.0%.

C. Effective the first pay period of calendar year ~~2022~~2027, all salary ranges for employees holding positions in classifications assigned to Unit 9 shall be increased by approximately ~~4.5%~~3.0%.

D. Effective the first pay period of calendar year ~~2023~~2028, all salary ranges for employees holding positions in classifications assigned to Unit 9 shall be increased by approximately ~~3.25%~~3.0%.

E. ~~Effective the first pay period of calendar year 2024, all salary ranges for employees holding positions in classifications assigned to Unit 9 shall be increased by approximately 3.25%.~~One-Time Discretionary Payment

1) In recognition of, and to help secure the employees' speedy ratification of this MOU, the City has exercised its discretion to provide a one-time discretionary cash payment equivalent of $3,000 for regular employees in the bargaining unit who received two (2) rating periods of merit increase freezes. The Parties intend and understand that this lump sum payment is non-pensionable and will not be reported to CalPERS.

This one-time discretionary cash payment shall only be paid as follows:

Employees who were employed in a classification assigned to the bargaining unit at the time of the disbursement and who received two (2) rating periods of merit increase freezes. The one-time discretionary cash payment shall occur on the pay date associated with the first full pay period following Council approval of the MOU.

2) In recognition of, and to help secure the employees' speedy ratification of this MOU, the City has exercised its discretion to provide a one-time discretionary cash payment of $3,000 to all employees in the bargaining unit on the pay date associated with the first full pay period after July 1, 2028. The Parties intend and understand that this lump sum payment is non-pensionable and will not be reported to CalPERS.

This one-time discretionary cash payment shall only be paid as follows:

Employees who were employed in a classification assigned to the bargaining unit at the time of the disbursement, which shall occur on the pay date associated with the first full pay period after July 1, 2028.

~~F. During the term of this Agreement, the parties agree that the MOU will reopen on the issue of wages if either of the following occurs:~~

~~1) The total annual calendar year General Fund Transient Occupancy Tax (or "TOT") revenues remitted to the City and allocated to any of the calendar years covered by this Agreement Equal or surpass the City's actual total TOT revenues from March 1, 2018 to February 28, 2019. After calendar year 2022, the TOT revenues remitted to the City shall be adjusted to normalize for any potential change in the TOT rate if passed by voters on the ballot for purposes of this section; OR~~

~~2) Forecasted General Fund deficits remain above $20 million ongoing, as reflected in updated or revised Ten-Year General Fund Forecasts released after July 1, 2021.~~

~~The City agrees to provide an update on the City's TOT revenues to the Association upon the Association's request. In the event either of the foregoing occur, either party may request to meet to discuss the subject of wages. Any changes will be by mutual agreement. The parties understand and agree that this will not be a meet and confer within the meaning of section 3505 of the MMBA and that neither party will have access to any impasse resolution procedure except as mutually agreed.~~

~~G. The parties agree to meet and confer over wages in the event the City reaches agreement on a new general wage increase to be effective during Calendar Year 2021 or 2022 with any other miscellaneous bargaining unit as part of an agreement on a successor Memorandum of Understanding (MOU). For purposes of this section, "general wage increase" means a wage increase applicable to all members of the bargaining unit (not a subset), but only if that agreement does not also include an agreement for an alternative cost saving measure (including but not limited to unpaid furlough days). Additionally, the parties agree that this section shall not apply to any general wage increases applicable to sworn public safety bargaining units or to miscellaneous bargaining units that are exclusively funded through sources other than the General Fund.~~

CITY and Unit 9 Negotiations – Merit Increase

Proposed Language:[1]

14. MERIT PAY/SALARY ADJUSTMENT SYSTEM

Merit pay adjustments, or merit increases, as provided for in the Personnel and Salary Resolution are, and will continue to be available during the term of this MOU when and if approved by the applicable Department Head and the City Manager~~, subject to Section.§. 14.A and 14.G below~~. The Merit Pay Adjustment system shall include the following elements:

A. Each Unit 9 employee shall receive an annual evaluation.

1) Effective January 1, 2023,~~.~~ the rating period for an annual evaluation for all employees in classifications assigned to Unit 9 shall be from January 1st to December 31st of each calendar year. To the extent a Unit 9-represented employee is hired after January 1 of the calendar year, their first rating period shall commence from the date of appointment to December 31st of the calendar year.

~~a. Effective January 1, 2023, employees holding positions in classifications assigned to Unit 9 shall be ineligible for a merit increase for the rating period ending on and between January 1, 2022 – December 31, 2022.~~

~~i. Effective the first full pay period in April 2023, employees shall receive a one-time discretionary cash payment of $2,500 for regular employees (pro-rated for part-time employees), for the January 1, 2022 – December 31, 2022 rating period. The Parties intend and understand that this lump sum payment is non-pensionable and will not be reported to CalPERS.~~

~~Employees hired on and between January 1, 2023 – April 30, 2023 or promoted into a Unit 9 position who were not previously represented by Unit 9 during January 1, 2023 – April 30, 2023, shall be ineligible for the one-time cash payment.~~

~~An employee who was promoted into a classification represented by Unit 9 in calendar year 2022, who was previously in a classification represented by a bargaining unit that received a onetime payment in 2022, and who received a one-time payment in 2022, shall be ineligible to receive the $2,500 one-time cash payment.~~

[1] ***The proposed language is subject to review and approval by the City Attorney's Office***

2) Effective January 1, ~~-~~ 2024, any merit increase that an employee may be eligible for would be effective the first pay period after July 1st of the year subsequent to the rating period.

a. For any employee newly hired or appointed into a classification assigned to Unit 9 after January 1st of any given year, any merit increase shall be prorated for that rating period based on when they were hired during that year. Merit increases will be prorated based on the number of full complete months the employee was employed in a classification assigned to during the rating period (i.e., if an employee was hired into a classification assigned to Unit 9 on March 15th, the proration of the employee's merit increase will be calculated from April 1st to December 31st).

3) The employee must be in a classification assigned to Unit 9 during the pay period when the merit increase is effective to receive the merit increase. ~~If the employee leaves City service or is in a classification not assigned to Unit 9 when the merit increase becomes effective, the employee will not be eligible to receive it.~~

~~a. If the employee is subsequently in a classification not assigned to Unit 9, the employee's rating period for the annual evaluation shall be from the effective date of when they started in the classification not assigned to Unit 9.~~

B. Annual consideration of merit pay adjustments (or merit increases)~~, subject to Section 14.G below,~~ with an affirmative decision by the applicable Department Head shall be required each year following the annual evaluation.

C. Merit pay adjustments, or merit increases, shall range from 0 to 5%, to be determined at the City Manager's sole discretion up to the maximum, or top, of the classification salary range. ~~However, in 2016 and 2017 only, employee is guaranteed at least 2% and, with Department Head approval, up to 5%, subject to Section 14.G below.~~

1) During the term of this MOU and subject to Section 14.A.2.a above, merit increases shall be as follows:

Overall Rating	Merit Increase
Unacceptable	0%
Improvement Needed	0%
Meets Standard	Min: 0% Max: Up to approximately 1/3 of the maximum merit increase as determined by the City Manager
Above Standard	Min: Approximately 1/3 of the maximum merit increase as determined by the City Manager

	Max: Up to approximately $^2/_3$ of the maximum merit increase as determined by the City Manager
Exceptional	Min: Approximately $^2/_3$ of the maximum merit increase as determined by the City Manager Max: Up to the maximum merit increase as determined by the City Manager

The term "approximately" as used herein shall mean a value that is exactly calculated and then rounded to two (2) decimal places (e.g., 14.7563% = 14.76%; 22.998% = 23%; 7.1234% = 7.12%).

For example, if the City Manager determines that the maximum merit increase for the rating period is 5%, merit increases shall be as follows:

Overall Rating	Merit Increase **
Unacceptable	0%
Improvement Needed	0%
Meets Standard	Min: 0% Max: 1.67% (approximately $^1/_3$ of the maximum merit increase of 5% as determined by the City Manager)
Above Standard	Min: 1.67% Max: 3.33% (approximately $^2/_3$ of the maximum merit increase of 5% as determined by the City Manager)
Exceptional	Min: 3.33% Max: 5% as determined by the City Manager

***** This is for illustrative purposes only***

~~Effective January 1, 2024, merit increases shall be effective on the first pay period after July 1st of each calendar year following the rating period described above (i.e., if the employee's rating period is January 1, 2023 to December 31, 2023, any merit pay increase would be effective the first pay period after July 1, 2024).~~

2) ~~Merit increases will be prorated based on the number of full complete months the employee was employed in a classification assigned to during the rating period (i.e., if an employee was hired into a classification assigned to Unit 9 on March 15th, the proration of the employee's merit increase will be calculated from April 1st to December 31st).~~ During the term of this MOU, the City Manager (or their designee) shall issue a memorandum to Department management on the parameters of any available merit increase as determined by the City Manager no later than July 31st of the rating period, for the merit increase that would be effective the first pay period after July 1st of the calendar year subsequent to the rating period. ["Merit Increase Memo']

For example, for the rating period of 2025 (January 1, 2025 to December 31, 2025), the City Manager (or their designee) shall issue a memorandum to Department management on the parameters of any available merit increase as determined by the City Manager no later than July 31, 2025, for the merit increase that would be effective the first pay period after July 1, 2026.

3) The City Manager or designee will provide Unit 9 with a draft of the Merit Increase Memo no later than fifteen (15) days prior to issuing the memorandum. Upon request, the City Manager will meet with Unit 9 to discuss the Merit Increase maximum and Merit Increase Memo.

4) Annual evaluations must be completed and submitted to Human Resources between January 1st and March 30th of the year subsequent to the rating period and shall include the recommended merit increase amount. A bargaining unit member who is responsible for completing one or more annual evaluations and who fails to complete annual evaluations in a timely manner will not receive their merit increase until all assigned evaluations have been completed (non-retro). Vacancies and long-term absences of assigned evaluators will be addressed on an as-needed basis.

If an annual evaluation is completed and submitted after March 30th, the merit increase for the evaluated employee will be effective the first pay period after July 1st of that calendar year. For example, if the evaluation for Employee A is not completed until October of 2025, any merit adjustment associated with the evaluation will be retroactive to the first pay period following July 1, 2025.

5) Implementation of Merit Increases. The City Manager or their designee will review and authorize recommended Merit Increases. So long as the recommended merit increase is consistent with the ranges established in the appropriate Merit Increase Memo and/or consistent with the information contained in the performance appraisal, the City Manager will normally adopt the Evaluator's recommendation without modification. However, where the City Manager believes the recommended merit increase needs to be adjusted, the City Manager will provide an explanation for the adjustment.

6) For the rating period of 2024 (January 1, 2024 to December 31, 2024), the City Manager (or their designee) shall issue a memorandum to Department management on the parameters of any available merit increase as determined by the City Manager no later than after the second full pay period after City Council approval of this MOU, for the merit increase that would be effective the first pay period after July 1, 2025.

The maximum merit increase for the rating period of 2024 shall be 4%, and, subject to Section 14.A.2.a above, shall be as follows:

Overall Rating	Merit Increase for 2024
Unacceptable	0%

Improvement Needed	0%
Meets Standard	Min: 0% Max: 1.33% (approximately 1/3 of the maximum merit increase of 4% as determined by the City Manager)
Above Standard	Min: 1.33% Max: 2.67% (approximately 2/3 of the maximum merit increase of 4% as determined by the City Manager)
Exceptional	Min: 2.67% Max: 4% as determined by the City Manager

7) Effective January 1, 2029, Sections 14.C (1-3) shall expire and no longer be in effect.

~~D. In 2016, employees are eligible for a merit pay adjustment based on an evaluation prepared by February 2, 2016, which date will be their merit pay anniversary each year going forward.~~

~~1) Notwithstanding D. above, for employees that have been employed a full year as of February 2, 2016, they will be eligible on their actual anniversary date, which shall also be their merit pay anniversary date thereafter.~~

~~2) Notwithstanding D. above, for employees that receive a merit increase between January 1, 2015 and February 2, 2016, the date of their last merit increase shall be their new merit pay anniversary date.~~

~~3) If a Department Head has not completed an evaluation in time for a merit adjustment by an employee's anniversary date (February 2, 2016 for most employees), the applicable merit pay adjustment once determined shall be made retroactive to the first full pay period following the anniversary date (and to February 2, 2016 in 2016 for those persons whose anniversary date is February 2, 2016).~~

~~E~~D. ~~Subject to Section 14.G below, the~~The City shall not suspend or freeze consideration of merit pay adjustments for Unit 9 employees unless step increases are suspended or frozen for all bargaining units that utilize a step system.

~~F~~E. The City and Unit 9 may, by mutual agreement, meet to discuss potential changes to the merit pay system and/or movement toward a step pay system more like other bargaining units.

~~G. Effective January 1, 2021, employees holding positions in classifications assigned to Unit 9 shall be ineligible for a merit increase for the next two (2) consecutive rating periods. This means that an employee in Unit 9 shall not be eligible for a merit increase until the third rating period after January 1, 2021, and after the employee has skipped two (2) consecutive rating periods where they did not receive a merit increase. Employees with a rating period that ends before January 1, 2021, will be eligible for a merit increase for that rating period pursuant to the~~

~~Personnel and Salary Resolution, even if such merit increase (if any) is not approved until after January 1, 2021.~~

~~1) Employees hired or rehired or promoted or reclassified on or after January 1, 2021, and until on or before December 31, 2022, into positions in classifications assigned to Unit 9 shall be ineligible for a merit increase for the first two (2) consecutive rating periods. This means that an employee hired or rehired or promoted between January 1, 2021, and December 31, 2022, will not be eligible for a merit increase until the employee's third rating period with the City after the employee was hired or rehired or promoted or reclassified into positions in classifications assigned to Unit 9.~~

~~(a) A current active City employee promoted or reclassified from another bargaining unit into a position in a classification assigned to Unit 9 between January 1, 2021, and December 31, 2022, shall be ineligible for a merit increase until the employee's third rating period from the effective date of the promotion or reclassification.~~

~~(b) A current active City employee holding a position in a classification assigned to Unit 9 as of the effective date of this agreement who is promoted or reclassified into or accepts another position in Unit 9 between January 1, 2021, and December 31, 2022, shall be ineligible for a merit increase unless the employee has skipped two (2) consecutive rating periods where they did not receive a merit increase since January 1, 2021.~~

~~(c) Nothing in this Section is intended to prohibit a pay increase that may result from a current active City employee being promoted or reclassified into a position in a classification assigned to Unit 9.~~

2024 CITY OF SANTA CLARA – SANTA CLARA UNCLASSIFIED MISCELLANEOUS MANAGEMENT (UNIT 9) NEGOTIATIONS

CITY and Unit 9 Negotiations
City Counterproposal to Unit 9 Proposal on Deferred Compensation (TBD)

Proposed Language:[1]

(NEW) DEFERRED COMPENSATION

A. Effective December 22, 2024 (the first pay period of calendar year 2025), the City shall contribute $300 per month to the City's deferred compensation plan on behalf of each represented employee enrolled in the City's deferred compensation plan. An employee must be in paid status and be enrolled in the City's deferred compensation plan at the time of the contribution in order to receive the City's contribution. If an employee enrolls in the City's deferred compensation plan after the first pay period of calendar year 2025 or the first full pay period after council approval, whichever comes later, the City will commence contributions on the first full pay period after the employee is enrolled and it shall be not retroactive.

[1] ***The proposed language is subject to review and approval by the City Attorney's Office***

2024 CITY OF SANTA CLARA – SANTA CLARA UNCLASSIFIED MISCELLANEOUS MANAGEMENT (UNIT 9) NEGOTIATIONS

CITY and Unit 9 Negotiations
City Counterproposal to Unit 9 Proposal on Holidays (Section 4) [April 1, 2024]

Proposed Language:[1]

Modify Section 4 as follows:

4. Holidays

A. Employees shall be provided the following 13 annual paid holidays (computed on the eight hour per day pay rate):~~:~~

1. New Year's Day
2. Martin Luther King Jr. Day
3. Presidents' Day
4. Spring Holiday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Admission Day
9. Indigenous People's Day
10. Veteran's Day
11. Thanksgiving Day
12. Day after Thanksgiving
13. Christmas Day

~~A.~~B. Any additional permanent holidays designated by the City Council will be afforded to represented employees of Unit 9. Additional permanent holidays under this section shall be defined as a holiday on which City offices are closed.

~~B.~~C. Additionally, effective December 2020, the City shall provide 32 hours for four additional paid holidays between December 25th and January 1st of the following calendar year. If there are more than four working days between December 25th and January 1st of the following calendar year, the City shall designate which four working days shall be paid holidays under this paragraph. Employees whose jobs require them to work on these days would receive banked paid hours off instead (up to 8 hours per holiday), which hours may and must be used during the applicable MOU year with the approval of the applicable supervisor/manager.

[1] ***The proposed language is subject to review and approval by the City Attorney's Office***

CITY and Unit 9 Negotiations
City Counterproposal to Unit 9 Proposal on Vacation Accrual and Usage (Section 6)

Proposed Language:[1]

Modify Section 6 as follows:

6. Vacation Accrual and Usage

Represented employees will be entitled to use vacation as it is earned under the following conditions:

A. Vacation may not be taken during the first 6 months of regular employment.

B. Vacation will be earned on a bi-weekly basis (1/26 of the yearly accrual) provided that the employee is in a paid status for at least 2/3 of the hours (53.4 hours) of that pay period.

C. Accrued vacation time will be paid off regardless of term of employment.

D. Annual and maximum vacation accrual rates, calculated to four decimal points for accuracy, are as follows:

COMPLETED YEARS OF SERVICE	ANNUAL ACCRUAL	MAXIMUM VACATION ACCRUAL LIMIT
1 through 4	80 hours	480 hours
5 through 9	120 hours	480 hours
10 through 15	168 hours	480 hours
16 through 20	176 hours	480 hours
21 years +	192 hours	480 hours

E. Maximum Vacation Accrual Limit – Employees are limited to the maximum accrual of vacation as defined. The current vacation balance, the annual accrual and the current pay period usage are all shown on the employees' pay check stub and are the responsibility of the employee to track for compliance with this provision.

~~1) Effective December 27, 2020 (the first pay period of calendar year 2021), the Maximum Vacation Accrual Limit as described in Section 6.D above~~

[1] ***The proposed language is subject to review and approval by the City Attorney's Office***

~~shall be temporarily suspended for two (2) years until the end of the last pay period of calendar year 2022. Employees may continue to accrue vacation above the Maximum Vacation Accrual Limit until December 24, 2022 (the end of the last pay period of calendar year 2022).~~

~~2) Effective December 25, 2022 (the first pay period of calendar year 2023),~~ Eemployees shall not be allowed to accrue vacation above the Maximum Vacation Accrual Limit.

~~3)~~1) Temporary Supplemental Vacation Accrual – Effective December 25, 2022 (the first pay period of calendar year 2023), employees holding positions in classifications assigned to Unit 9 shall be eligible for the Temporary Supplemental Vacation Accrual. The Temporary Supplemental Vacation Accrual is a separate vacation balance subject to the following:

a) Effective December 25, 2022, all unused accrued vacation hours above ~~400~~ 350 hours as of December 24, 2022 (the last pay period of calendar year 2022) shall be placed in the Temporary Supplemental Vacation Accrual balance.

(i) The following is only an example of the Temporary Supplemental Vacation Accrual described above, and any figures are for illustration purposes only and assumes the employee does not use vacation.

Issue	Hours
Vacation Balance as of December 24, 2022 (the last pay period of calendar year 2022)	500
Hours to be placed in Temporary Supplemental Vacation Accrual	~~100~~ 150
Vacation Balance as of December 25, 2022 (the first pay period of calendar year 2023)	~~400~~ 350
Hours that can be accrued in calendar year 2023	~~80~~130
Hours that can be accrued above the Maximum Vacation Accrual Limit of 480 hours	0

b) The Temporary Supplemental Vacation Accrual balance may not be increased.

c) Subject to supervisory approval, any accrued vacation hours and Temporary Supplemental Vacation Accrual hours shall be available for use to the employee until the accrued vacation balance and Temporary Supplemental Vacation Accrual balance has been exhausted.

d) If an employee leaves or retires from City service, any unused Temporary Supplemental Vacation Accrual hours shall not be subject to the terms of Section 6.I below. Any accrued but unused Vacation hours and Temporary Supplemental Vacation Accrual hours will be cashed out upon the employee's retirement or other separation from City service. If permitted by the City's deferred compensation plan and applicable law, the separating employee may elect to contribute all or a portion of their accrued but unused Vacation hours and Temporary Supplemental Vacation Accrual hours to their deferred compensation account by submitting a written request no later than 30 days prior to their separation from City service.

~~e) An employee must first use their Temporary Supplemental Vacation Accrual for any vacation leave taken until the Temporary Supplemental Vacation Accrual balance has been exhausted, subject to supervisory approval.~~

~~f)~~e) An employee must use their Temporary Supplemental Vacation Accrual for any leave of absence until the Temporary Supplemental Vacation Accrual balance has been exhausted subject to any requirement that sick leave be utilized first.

~~g)~~f) An employee may not be on unpaid status until the Temporary Supplemental Vacation Accrual balance has been exhausted and must use their Temporary Supplemental Vacation Accrual until the Temporary Supplemental Vacation Accrual balance has been exhausted, with the exception of any formal disciplinary action pursuant to the City's Civil Service Rules.

F. Vacation may be used in one-tenth (1/10th) hour increments.

G. Employees who begin work prior to July ~~1st~~ 1st or continue to be employed after the first calendar year of employment are required to use at least one-half of the vacation accrued during the prior calendar year during the current calendar year.

H. Subject to having a sufficient balance of accrued vacation available, an employee may, on a twice per year basis, request to be paid at his/her current hourly pay rate for a total combined maximum of 80 hours of accrued vacation.

I. In lieu of receiving a vacation-leave cash payout at retirement, the Miscellaneous Unclassified Management Employees may vote to roll accrued vacation leave hours (except for any hours in the Temporary Supplemental Vacation Accrual balance) into the employee's VEBA account, subject to Association compliance with Federal rules associated with employee contributions of vacation leave to their VEBA accounts.

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SANTA CLARA

AND

UNCLASSIFIED MISCAELANOUS MANAGEMENT EMPLOYEES (UNIT 9)

AMENDMENT TO DECEMBER 15, 2019 – DECEMBER 31, 2024
MEMORANDUM OF UNDERSTANDING (MOU)

The City and the Miscellaneous Unclassified Management Employees (hereafter, "Unit 9") agree to amend the current Memorandum of Understanding (hereafter, "MOU"), with a term of December 15, 2019 - December 31, 2024, as follows:

(A) Health Insurance

7. HEALTH INSURANCE PREMIUMS

A. ~~For employees who enroll in a City offered health plan and whose benefits exceed the total of the City's Health Flex Contribution, Additional Health Flex Contribution, and/or Regular Flex Contribution applicable to the employee and as described below, the balance of the benefits shall be paid by a salary deduction from the pay of the individual employee~~.

The City currently contracts with the California Public Employees' Retirement System (CalPERS) for the purpose of providing medical insurance benefits for active employees and their eligible dependents, eligible retired employees, and eligible survivors of retired employees. Eligibility of a dependent to participate in this program shall be in accordance with the terms of the Public Employees' Medical and Hospital Care Act (PEMHCA). Eligibility of retired employees and survivors of retired employees to participate in this program shall be in accordance with those provisions of the PEMHCA providing for participation by "annuitants."

The City's employer contribution towards medical insurance benefits for each eligible employee shall be the minimum contribution amount required by Government Code Section 22892. Contributions provided under this Section are required only to the extent mandated by the PEMHCA.

Because CalPERS may change carriers and plans, the City shall not be required to provide a specific insurance coverage and shall only be required to provide those benefits as described in this Section so long as the City contracts for benefits with CalPERS for medical insurance benefits.

Pursuant to the PEMHCA, the City will provide each eligible annuitant, as defined by the PEMHCA, with an employer contribution towards medical insurance benefits that is equal to the PEMHCA minimum contribution provided to an active employee under this Section.

B. Definitions. For purposes of this section:

1) "Full-time employee" refers to an employee whose regular schedule is at least 30 hours per week.

2) "Full-time position" refers to a position in a classification, whether vacant or not vacant, whose regular schedule is at least 30 hours per week.

~~B. Health Flex Contribution~~

~~1) The City offers full-time employees a Health Flex Contribution to put toward the payment of a City-offered health plan. The City shall modify the Health Flex Contribution each calendar year using the Rate of Pay Safe Harbor (based on the lowest base pay of any fulltime position covered by this MOU) to ensure the City's offered coverage is "affordable." The City contributes the statutorily required minimum contribution under the Public Employees Medical and Hospital Care Act (PEMHCA) as determined by CalPERS in each calendar year. It is understood and agreed that the Health Flex Contribution described in this paragraph shall be equal to or exceed the City's statutorily required minimum PEMHCA contribution.~~[1]

~~2) Employees may not receive all or any portion of the Health Flex Contribution as cash or any other taxable benefit, and must apply the Health Flex Contribution to City-offered health benefits. Employees who do not enroll in City-offered health benefits will not receive any of the Health Flex Contributions.~~

~~C. Additional Health Flex Contribution~~

~~1) Full-time employees who enroll in a City health plan for which the premium amount is more than $946.86/month shall receive an Additional Health Flex Contribution in the amounts described in this section.~~

~~2) Employees may not receive all or any portion of the Additional Health Flex Contribution as cash or any other taxable benefit, and must apply the Additional Health Flex Contribution to City-offered health benefits. Employees who do not enroll in City-offered health benefits will not receive any of the Additional Health Flex Contributions.~~

~~3) Effective January 1, 2020, full-time employees who enroll in a City health plan for which the premium amount is more than $946.86/month shall receive an Additional Health Flex Contribution. The Additional Health Flex Contribution, when added to the Health Flex Contribution described in the prior section and the Regular Flex Contribution described herein, shall not exceed $200 per month over the Kaiser employee only premium amount for the applicable year.~~[2]

~~[1] As an example, for 2020, the PEMHCA minimum is approximately $139/month and the Health Flex Contribution is $139.00/month, which includes the PEMHCA minimum of $139/month.~~

~~4) Effective January 1, 2023, full-time employees:~~

~~(a) Who enroll in a City health plan for Employee Only coverage for which the premium amount is more than $946.86/month shall receive an Additional Health Flex Contribution to be put towards the premium amount. The City will provide an Additional Health Flex Contribution amount that, when added to the Health Flex Contribution described above and the Regular Flex Contribution described herein, shall not exceed $200 per month over the Kaiser employee only premium amount for the applicable year.~~

~~(b) Who enroll in a City health plan for Employee Plus One coverage or Employee Plus Family coverage for which the premium amount is more than $946.86/month shall receive an Additional Health Flex Contribution to be put towards the premium amount. The Additional Health Flex Contribution, when added to the Health Flex Contribution described above and the Regular Flex Contribution described herein, shall not exceed an amount equal to 100% of the Kaiser Employee Plus One rate for the applicable year.~~

~~D. Regular Flex Contribution~~

~~1) The City will provide full-time employees a Regular Flex Contribution equal to $946.86 less the Health Flex Contribution.[2] Employees may use the Regular Flex Contribution to pay for health benefits offered under the City's Section 125 plan or may opt to receive any or all of the Regular Flex Contribution as taxable cash. An employee will receive a Regular Flex Contribution whether or not he/she enrolls in City-offered health benefits and notwithstanding the provisions of Section 7.E. below.~~

~~2) Employees hired or rehired on or after January 1, 2023, who choose not to enroll in a City health plan are not eligible for a Regular Flex Contribution.~~

~~[2] As an example, for 2020, the Additional Health Flex Contribution is approximately $23.70/month to these individuals since $200 over the Kaiser employee only premium amount in 2020 is approximately $970.56/month.~~

C. Health Insurance Contributions

1) Effective January 1, 2025, the City shall make a monthly contribution to the City's flexible benefit plan which, taken together with the mandatory PEMHCA contribution, equals one hundred percent (100%) of the premium for the lowest priced Kaiser (Region 1) plan for unit members enrolled at the employee and employee plus one levels; and ninety percent (90%) of the premium for the lowest priced Kaiser (Region 1) plan for unit members enrolled at the employee plus two or more level. If the employee enrolls in a plan whose premium exceeds the City contribution, the employee shall pay the difference between the total cost of the selected plan and the City's contribution via salary deduction. In no event shall the City's contributions pursuant to the provisions of this Section, and any statutorily required minimum contribution under the PEMHCA as determined by CalPERS in each calendar year, exceed one hundred percent (100%) of the premium cost of the lowest price Kaiser (Region 1) plan at the employee and employee plus one level, or ninety percent (90%) of the premium for the lowest priced Kaiser (Region 1) plan at the employee plus two or more level, in which the employee is enrolled.

There shall be no option to receive all or any portion of the City's Contribution as cash or any other taxable benefit.

~~E~~D. Cash In Lieu

1) Full-time employees hired before January 1, 2023, who choose not to enroll in a City health plan for a plan year, and meet the requirements set forth below shall receive a Cash in Lieu amount per month for that plan year equal to $946.86 ~~minus the Regular Flex Contribution as calculated each calendar year~~. ~~4.~~ A full-time employee hired before January 1, 2023, who enrolls in coverage for a plan year, shall be treated in accordance with Sections 7.A-D and will not receive Cash in Lieu for that plan year.

2) Full-time employees hired or rehired on or after January 1, 2023, who choose not to enroll in a City health plan for a plan year, and meet the requirements set forth below, shall receive a Cash in Lieu amount for that plan year equal to $250/month. A full-time employee hired on or after January 1, 2023, who enrolls in coverage for a plan year, shall be treated in accordance with Sections 7.A-D and will not receive Cash in Lieu for that plan year.

3) For employees whose regular work schedules are 30 or more hours per week but less than 40 hours per week, the Cash in Lieu amount shall be prorated as described in Section 7.F below.

4) Requirements: In order to receive Cash in Lieu of health coverage, an employee must sign a form attesting that the employee and the employee's Tax Family have the Alternative Required Coverage for the Opt Out Period.

(a) Tax Family means all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt out applies.

(b) Alternative Required Coverage required means minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California).

(c) Opt Out Period means the plan year to which the opt out arrangement applies.

(d) An employee must provide the attestation every plan year and proof of Alternative Required Coverage every plan year at open enrollment or within 30 days after the start of the plan year for each plan year the employee would like to receive Cash in Lieu.

(e) The Cash in Lieu payment cannot be made and the City will not in fact make payment if the City knows or has reason to know that the employee or a Tax Family member does not have such ~~alternative~~ Alternative Required ~~coverage~~Coverage, or if the conditions in this paragraph are not otherwise satisfied.

(f) An employee who opts out of City-offered health benefits, but cannot provide the attestation, will not receive the Cash in Lieu contribution described in this subsection.

E~~F~~. Flexible Spending Account (IRS Section 125 Plan)
The City has established a Flexible Spending Account benefit (IRS Section 125 Plan) for employees, which provides accounts in which employees may contribute pre-tax dollars for dependent care and un-reimbursed medical expenses.

This Plan will follow the regulations outlined by the Internal Revenue Service. Detailed information will be available in the Summary Plan Document. This Plan is voluntary and participating employees will make pre-tax salary reduction elections to fund the plan.

F~~G~~. Proration of Benefits~~:~~
For employees who may be eligible for benefits but work less than 40 hours per week, benefits shall be prorated based on the employee's full-time equivalent (FTE) level.

Effective January 1, 2025, the Health Flex Contribution and Regular Flex Contribution shall no longer be in effect.

~~3 As an example, for 2020, the Regular Flex Contribution for employees who are regularly scheduled to work 40 hours per week is approximately $807.86/month.~~

~~4 As an example, for 2020, the Cash in Lieu amount is approximately $139.00/month for employees who are regularly scheduled to work 40 hours per week.~~

(B) **This Side Letter Agreement shall not establish precedent for future agreements and shall not be construed or implied to obligate the City or Unit 9 to enter into any similar agreements in the future.**

(C) **This Side Letter Agreement that amends the current MOU shall become effective after it is adopted by the City and signed by all parties below.**

FOR THE CITY:

9/4/24

Jovan Grogan — Date
City Manager

Charles Sakai — Digitally signed by Charles Sakai Date: 2024.09.04 10:06:13 -07'00'

Charles Sakai — Date
City of Santa Clara

FOR UNIT 9:

Christopher Jackson — Digitally signed by Christopher Jackson Date: 2024.09.04 12:52:58 -07'00'

Chris Jackson — Date
President, Unit 9

CITY and Unit 9 Negotiations – XXXXXXX

Proposed Language:[1]

15. EMERGENCY PAID LEAVE PROGRAM

A. Administration

Administration of this program shall be provided by a three (3) member Emergency Paid Leave Board (Board), consisting of two (2) members of the Unit 9 Board and the City Director of Human Resources (or designee). Determination of eligibility to use the vacation established in this Emergency Paid Leave pool will be by majority vote of this board. An adverse decision of this board may be appealed to the Unit 9 Board of Directors and their determination shall be final.

B. Method of Donation

1) Contribution of vacation will be computed at the employee's base hourly rate of pay (excluding premium or specialty pay).

2) Contribution may be made from earned vacation, or cash only. Conversion of Sick Leave to Vacation for purposes of donation to this pool will be immediately credited to the pool.

3) In a case where it has become known that an employee has been seriously injured or has a life-threatening illness and is in need of assistance from the Emergency Paid Leave Pool, contributions from accrued Sick Leave, computed at the contributing employee's base hourly rate of pay (excluding premium or specialty pay) may be made for the benefit of that specific employee who has the need.

4) Employee may authorize the City to automatically convert vacation that should be accrued to the employee to the pool when the employee's vacation accrual has reached the maximum allowed.

5) Funds contributed to the Emergency Paid Leave Pool will be placed in an interest bearing Trust Fund; accounting of such fund shall be provided to the Unit 9 Board of every six (6) months. The Trust Fund will be accumulated in total dollars. No record of number of hours contributed to the Pool will be maintained. An employee making a donation to the Pool will not have a vested right to the amount donated.

6) Employees, appointed Council officers, and the elected City Clerk may contribute earned vacation, or cash to the Emergency Paid Leave Pools of other City bargaining groups.

7) When an employee requests a retirement separation and they provide notice to the Human Resources Department, to the extent possible, they

[1] ***The proposed language is subject to review and approval by the City Attorney's Office***

will be provided with notice that they can donate sick leave to the Emergency Paid Leave Pool.

C. Use of Pool

1) Employee must have a verified emergency need for time off to request Emergency Paid Leave from the pool. An employee's initial request to use leave from the Emergency Paid Leave Pool shall be made to the City's Director of Human Resources (or designee). The Director of Human Resources (or designee) shall make an initial determination regarding whether the employee's request to use Emergency Paid Leave is for a verified medical emergency. The Director of Human Resources (or designee) shall notify the rest of the Board of the name of the individual making the request, the date of the request and whether or not the individual's request qualified as a verified medical emergency need under this section. Medical emergencies for the employee or dependent shall be verified by a doctor's certification and shall include the anticipated duration of the medical emergency. Non-medical emergencies shall be verified by certification acceptable to the Board and shall include the anticipated duration of the emergency.

2) Employee must have exhausted appropriate paid leave (sick leave including eligible conversion to vacation or vacation) prior to becoming eligible to request emergency paid leave benefits from the pool.

3) The maximum time available from the pool (subject to the assets of the pool) will be 320 hours (four [4] pay periods) for Emergency Paid Leave benefits due to the illness or injury of the employee or the maximum allowable accrual of vacation for emergency needs of the family of the employee.

4) Emergency Paid Leave will be deducted from the pool based upon the employee's base hourly rate of pay (excluding premium or specialty pay).

5) Emergency Paid Leave hours will be made available for use in the pay period following approval by the Miscellaneous Unclassified Management Employees' Emergency Paid Leave Board.

6) Use of Emergency Paid Leave from the pool will be treated in the same manner as use of regular vacation. The employee will continue to accrue sick leave, vacation, insurance coverage and other benefits in the same manner as he/she would if using regularly credited vacation. 7) Emergency Paid Leave, which has been credited to the employee and has not been used when the emergency has terminated will be reinstated to the pool. Vacation, sick leave and other benefits, which have accrued to the employee, will remain in the employee's account.

CITY and Unit 9 Negotiations
City Counterproposal to Unit 9 Proposal on Bereavement Leave (Section 17) [April 1, 2024]

Proposed Language:[1]

Modify Section 17 as follows:

17. Bereavement Leave

A. The City will provide employees with a paid bereavement leave benefit to attend to the customary obligations arising from the death of a member of an employee's immediate family, as defined in this Section. Employees are eligible to receive up to forty (40) hours of bereavement leave in the event of' the death of a parent, child, or sibling of the employee, employee's spouse or employee's domestic partner (including, in each case, step, adoptive and inlaw), spouse or domestic partner; up to three (3) work days (regardless of shift assigned) of bereavement leave in the event of the death of a grandparent, grandchild, aunt or uncle of the employee, employee's spouse or employee's domestic partner (including, in each case, step, adoptive and in-law); and up to one (1) work day (regardless of shift assigned) of bereavement leave in the event of the death of a great-grandparent, greatgrandchild, great-aunt, great uncle, niece, nephew, or first cousin of the employee, employee's spouse or employee's domestic partner (including, in each case, step, adoptive and in-law).

B. The bereavement leave benefit is based on each death occurrence and is not charged to the Salary Adjustment Form. All leave must be used within one (1) year following the death of an eligible person.

C. Up to five (5) work days of additional bereavement leave may be charged to an employee's sick leave balance with City Manager approval.

D. At the request of the City, the employee will provide verification.

[1] ***The proposed language is subject to review and approval by the City Attorney's Office***

CITY and Unit 9 Negotiations
City Counterproposal to Unit 9 Proposal on Next Memorandum of Understanding (Sec. 30)
[April 1, 2024]

Proposed Language:[1]

Modify Section 30 as follows:

30. Next Memorandum of Understanding

~~**SECTION 30 – NEXT MEMORANDUM OF UNDERSTANDING**~~

~~Unit 9 will submit its proposals for a Memorandum of Understanding for the term commencing at the expiration of this Memorandum of Understanding no later than January 31, 2024.~~

[1] ***The proposed language is subject to review and approval by the City Attorney's Office***

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SANTA CLARA

AND

UNCLASSIFIED MISCELLANEOUS MANAGEMENT EMPLOYEES
(UNIT 9)

AMENDMENT TO January 1, 2025 – DECEMBER 31, 2028
MEMORANDUM OF UNDERSTANDING (MOU)

The City and the Unclassified Miscellaneous Management Employees (hereafter, "Unit 9") agree to amend the current Memorandum of Understanding (hereafter, "MOU"), with a term of January 1, 2025 - December 31, 2028, as follows:

A. Wellness

   1. No later than July 1, 2025, the City will meet with Unit 9 to discuss the implementation of a City-wide Wellness Program.

B. This Side Letter Agreement shall not establish precedent for future agreements and shall not be construed or implied to obligate the City or Unit 9 to enter into any similar agreements in the future.

C. This Side Letter Agreement that amends the current MOU shall become effective after it is adopted by the City and signed by all parties below.

FOR THE CITY:

Jōvan Grogan Date
City Manager

Charles Sakai Date
City of Santa Clara

FOR UNIT 9:

Chris Jackson Date
President, Unit 9

CITY and Unit 9 Negotiations – Tuition Reimbursement Program

Proposed Language:[1]

(NEW) TUITION REIMBURSEMENT PROGRAM

Pursuant to the provisions of the City Manager's Directive (CMD) 26 – Tuition Reimbursement Program, full-time employees represented by Unit 9 are eligible to participate in the program. Participation in the program must follow the guidelines outlined in CMD 26 and are subject to use of available funds in the Departments budget

[1] ***The proposed language is subject to review and approval by the City Attorney's Office***

CITY and Unit 9 Negotiations
City Proposal to Unit 9 Proposal on Resident Status (Section TBD)

Proposed Language:[1]

(NEW) RESIDENT STATUS

For the duration of the 2025 – 2028 MOU, the City will maintain a pilot program whereby an employee represented by Unit 9 will be permitted to pay the "resident" rate rather than the non-resident rate for City Parks & Recreation programs and activities so long as the employees sign-up or participation will not interfere with a resident's access to or ability to participate in the applicable program or activity.

[1] ***The proposed language is subject to review and approval by the City Attorney's Office***

CITY and Unit 9 Negotiations – Grievance Procedure

Proposed Language:[1]

(NEW) GRIEVANCE PROCEDURE

A. Any dispute between the City and Unit 9 regarding the interpretation or application of this written Memorandum of Understanding, or City rules, regulations, procedures and policies shall be considered a grievance.

B. A grievance may be initiated only by the employee directly affected, or by a Unit 9 representative. A grievance does not include or apply to discipline or to performance evaluations. Also, a complaint of discrimination, harassment or retaliation shall not constitute a grievance under this provision; rather such complaints should be reported to the Human Resources Department. Unit 9 also agrees that neither Unit 9 nor employees may grieve performance evaluation decisions or decisions regarding alternative work schedules. Unit 9 shall be provided with copies of responses to individual grievances.

C. STEP 1

Step 1 of the process is the informal discussion between the employee and his/her supervisor (up to and including the department head). The grievance must be presented in writing within twenty-one (21) calendar days following the event or events on which the grievance is based. The supervisor shall make whatever investigation is necessary to obtain the facts pertaining to the grievance. Within twenty-one (21) calendar days after receiving the written grievance, the immediate supervisor shall give the employee a written response. If the employee is not satisfied with the response of the immediate supervisor, the Unit 9 representative or employee may appeal the grievance to Step 2.

D. STEP 2

1) If the employee desires to appeal the grievance to Step 2, the grievance shall be reduced to writing and presented to the Department Director within five (5) working days following the receipt of the immediate supervisor's written response.

2) To ensure clear communication and assist in resolving the grievance, the written grievance shall contain the following information:

- A clear statement of the problem.
- The alleged facts upon which the grievance is based.
- The section of the MOU claimed to have been violated and the specific violation claimed.
- The remedy requested by the grievant.

3) The Department Director, or designee, may arrange a meeting between the Director (or designee), the employee and the appropriate Unit 9

[1] ***The proposed language is subject to review and approval by the City Attorney's Office***

representative (if the employee elects a representative), and may include the immediate supervisor to attempt to resolve the grievance. The Department Director, or designee, shall provide a written decision to the employee within ten (10) working days following receipt of the written appeal to Step 2. If the employee is not satisfied with the decision, the Unit 9 representative or employee may appeal the grievance to Step 3.

E. STEP 3

1) If the employee desires to appeal the grievance to Step 3, the Unit 9 representative or employee shall indicate in writing the reason for the appeal and present it along with the original written grievance to the Municipal Employee Relations Officer or designee within ten (10) working days following receipt of the written decision at Step 2.

2) Within ten (10) working days after receipt of the appeal to Step 3, the Municipal Employee Relations Officer or designee shall schedule a meeting with the employee, the appropriate Unit 9representative if the employee elects a representative, and the Department Director or designee to discuss the matter. A written decision shall be provided within ten (10) working days following the meeting.

3) If the decision of the Municipal Employee Relations Officer or designee is unsatisfactory, the Unit 9 representative or employee may appeal the grievance to Step 4.

F. STEP 4

1) If the employee desires to appeal the grievance to Step 4, the Unit 9 representative or employee shall indicate in writing the reason for the appeal and present it along with the original written grievance to the City Manager within ten (10) working days following receipt of the written decision at Step 3.

2) Within fifteen (15) working days, the City Manager, or designee, shall review the entire matter and schedule a meeting with the employee and the appropriate Unit 9 representative if the employee elects a representative.

A written decision shall be given to the employee or the appropriate Unit 9 representative within ten (10) working days following the meeting.

The City Manager's determination shall be final.

H. The parties agree that the time limits set forth herein are of the essence of this procedure. Time limits may be extended only by written mutual agreement of the parties.

I. This grievance procedure is the exclusive grievance procedure for employees in Unit 9.

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 12/22/2024
Approved 11/19/2024

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Accounting Division Manager	109	9	$ 86.872788	$ 15,057.95	$ 180,695.40	$ 112.422346	$ 19,486.54	$ 233,838.48
Asst Building Official	222	9	$ 92.595404	$ 16,049.87	$ 192,598.44	$ 119.838923	$ 20,772.08	$ 249,264.96
Asst City Attorney	015	9	$ 107.617442	$ 18,653.69	$ 223,844.28	$ 139.274423	$ 24,140.90	$ 289,690.80
Asst City Clerk	010	9	$ 81.924000	$ 14,200.16	$ 170,401.92	$ 106.009615	$ 18,375.00	$ 220,500.00
Asst City Librarian	012	9	$ 93.769673	$ 16,253.41	$ 195,040.92	$ 121.350462	$ 21,034.08	$ 252,408.96
Asst City Manager	016	9	$ 138.876519	$ 24,071.93	$ 288,863.16	$ 179.714250	$ 31,150.47	$ 373,805.64
Asst Dir Of Community Dev	038	9	$ 105.985442	$ 18,370.81	$ 220,449.72	$ 137.780769	$ 23,882.00	$ 286,584.00
Asst Dir Of Electric Util	021	9	$ 127.039442	$ 22,020.17	$ 264,242.04	$ 164.405538	$ 28,496.96	$ 341,963.52
Asst Dir Of Finance	022	9	$ 101.105192	$ 17,524.90	$ 210,298.80	$ 130.845635	$ 22,679.91	$ 272,158.92
Asst Dir Of Human Resources	018	9	$ 101.105192	$ 17,524.90	$ 210,298.80	$ 130.845635	$ 22,679.91	$ 272,158.92
Asst Dir Of Pub Works/City Eng	071	9	$ 111.497827	$ 19,326.29	$ 231,915.48	$ 144.295269	$ 25,011.18	$ 300,134.16
Asst Dir Of Water & Sewer Util	014	9	$ 100.072731	$ 17,345.94	$ 208,151.28	$ 129.516115	$ 22,449.46	$ 269,393.52
Asst Fire Chief	024	9B	$ 144.731423	$ 25,086.78	$ 301,041.36	$ 187.309038	$ 32,466.90	$ 389,602.80
Asst Fire Marshal	026	9B	$ 111.007846	$ 19,241.36	$ 230,896.32	$ 143.657250	$ 24,900.59	$ 298,807.08
Asst Fleet Manager	046	9	$ 60.779942	$ 10,535.19	$ 126,422.28	$ 78.649269	$ 13,632.54	$ 163,590.48
Asst Police Chief	027	9A	$ 153.086596	$ 26,535.01	$ 318,420.12	$ 190.489673	$ 33,018.21	$ 396,218.52
Asst To The City Manager	028	9	$ 98.837654	$ 17,131.86	$ 205,582.32	$ 127.903269	$ 22,169.90	$ 266,038.80
Audit Manager	201	9	$ 83.633538	$ 14,496.48	$ 173,957.76	$ 108.231519	$ 18,760.13	$ 225,121.56
Battalion Chief	036	9B	$ 119.595692	$ 20,729.92	$ 248,759.04	$ 154.762212	$ 26,825.45	$ 321,905.40
Battalion Chief 24 Hrs	036S	9BS	$ 81.357610	$ 19,742.78	$ 236,913.36	$ 105.280426	$ 25,548.05	$ 306,576.60
Budget & Treasury Division Mgr	113	9	$ 86.872788	$ 15,057.95	$ 180,695.40	$ 112.422346	$ 19,486.54	$ 233,838.48
Building Maintenance Manager	041	9	$ 76.932288	$ 13,334.93	$ 160,019.16	$ 99.559788	$ 17,257.03	$ 207,084.36
Building Official	042	9	$ 101.861019	$ 17,655.91	$ 211,870.92	$ 131.817404	$ 22,848.35	$ 274,180.20
Cemetery Operations Manager	045	9	$ 61.518750	$ 10,663.25	$ 127,959.00	$ 79.611462	$ 13,799.32	$ 165,591.84
Chief Asst City Attorney	037	9	$ 123.759750	$ 21,451.69	$ 257,420.28	$ 160.165558	$ 27,762.03	$ 333,144.36
Chief Electric Utility Officer	108	9	$ 159.713192	$ 27,683.62	$ 332,203.44	$ 206.682346	$ 35,824.94	$ 429,899.28
Chief Operating Officer	311	9	$ 159.713192	$ 27,683.62	$ 332,203.44	$ 206.682346	$ 35,824.94	$ 429,899.28

All classifications on the Unclassifed/Elected Salary Plan are FLSA "Exempt"

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 12/22/2024
Approved 11/19/2024

			Minimum Salary			Maximum Salary		
Job Title	Job Code	Union Code	Hourly	Monthly	Annual	Hourly	Monthly	Annual
City Attorney	060	Appointed				$ 165.865385	$ 28,750.00	$ 345,000.00
City Auditor	067	9	$ 101.105192	$ 17,524.90	$ 210,298.80	$ 130.845635	$ 22,679.91	$ 272,158.92
City Clerk	063	Elected					$ 1,500.00	$ 18,000.00
City Council Member	CNCL	Elected					$ 2,000.00	$ 24,000.00
City Librarian	066	9	$ 126.142269	$ 21,864.66	$ 262,375.92	$ 163.240212	$ 28,294.97	$ 339,539.64
City Manager	069	Appointed				$ 201.067673	$ 34,851.73	$ 418,220.76
Communications & Outreach Mgr	083	9	$ 69.839654	$ 12,105.54	$ 145,266.48	$ 90.375173	$ 15,665.03	$ 187,980.36
Communications Operations Mgr	068	9	$ 79.139019	$ 13,717.43	$ 164,609.16	$ 102.414404	$ 17,751.83	$ 213,021.96
Compliance Manager	081	9	$ 70.939615	$ 12,296.20	$ 147,554.40	$ 91.799135	$ 15,911.85	$ 190,942.20
Contracts Manager	342	9	$ 78.201000	$ 13,554.84	$ 162,658.08	$ 101.192942	$ 17,540.11	$ 210,481.32
Deputy City Attorney I	170	9	$ 67.254981	$ 11,657.53	$ 139,890.36	$ 87.034673	$ 15,086.01	$ 181,032.12
Deputy City Attorney II	172	9	$ 78.464192	$ 13,600.46	$ 163,205.52	$ 101.543827	$ 17,600.93	$ 211,211.16
Deputy City Clerk	178	9	$ 60.574096	$ 10,499.51	$ 125,994.12	$ 78.396692	$ 13,588.76	$ 163,065.12
Deputy City Manager	079	9	$ 108.724212	$ 18,845.53	$ 226,146.36	$ 140.691519	$ 24,386.53	$ 292,638.36
Deputy Fire Chief	080	9B	$ 131.573423	$ 22,806.06	$ 273,672.72	$ 170.282250	$ 29,515.59	$ 354,187.08
Deputy Director	176	9	$ 88.013192	$ 15,255.62	$ 183,067.44	$ 113.900250	$ 19,742.71	$ 236,912.52
Development Project Manager	158	9	$ 88.007423	$ 15,254.62	$ 183,055.44	$ 113.890500	$ 19,741.02	$ 236,892.24
Development Review Officer	144	9	$ 85.145192	$ 14,758.50	$ 177,102.00	$ 110.188558	$ 19,099.35	$ 229,192.20
Director Of Community Developm	090	9	$ 126.393808	$ 21,908.26	$ 262,899.12	$ 163.571192	$ 28,352.34	$ 340,228.08
Director Of Finance	087	9	$ 126.142269	$ 21,864.66	$ 262,375.92	$ 163.240212	$ 28,294.97	$ 339,539.64
Director Of Human Resources	088	9	$ 126.142269	$ 21,864.66	$ 262,375.92	$ 163.240212	$ 28,294.97	$ 339,539.64
Director Of Inf Technology/CIO	089	9	$ 126.142269	$ 21,864.66	$ 262,375.92	$ 163.240212	$ 28,294.97	$ 339,539.64
Director Of Public Works	091	9	$ 133.695577	$ 23,173.90	$ 278,086.80	$ 173.017731	$ 29,989.74	$ 359,876.88
Director Of Wtr & Sewer Utils	102	9	$ 126.142269	$ 21,864.66	$ 262,375.92	$ 163.240212	$ 28,294.97	$ 339,539.64
Elec Div Mgr - Engineering	104Q	9	$ 104.985577	$ 18,197.50	$ 218,370.00	$ 135.873115	$ 23,551.34	$ 282,616.08
Elec Div Mgr - Generation	104R	9	$ 104.985577	$ 18,197.50	$ 218,370.00	$ 135.873115	$ 23,551.34	$ 282,616.08
Elec Div Mgr - Operations	104P	9	$ 104.985577	$ 18,197.50	$ 218,370.00	$ 135.873115	$ 23,551.34	$ 282,616.08

All classifications on the Unclassifed/Elected Salary Plan are FLSA "Exempt"

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 12/22/2024
Approved 11/19/2024

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Elec Div Mgr - Substations	104M	9	$ 104.985577	$ 18,197.50	$ 218,370.00	$ 135.873115	$ 23,551.34	$ 282,616.08
Elec Div Mgr - Transm, Distrib	104S	9	$ 104.985577	$ 18,197.50	$ 218,370.00	$ 135.873115	$ 23,551.34	$ 282,616.08
Elec Div Mgr-Mkt A & P	107F	9	$ 104.985577	$ 18,197.50	$ 218,370.00	$ 135.873115	$ 23,551.34	$ 282,616.08
Elec Division Manager	104	9	$ 104.985577	$ 18,197.50	$ 218,370.00	$ 135.873115	$ 23,551.34	$ 282,616.08
Elec Program Manager	424	9	$ 91.299750	$ 15,825.29	$ 189,903.48	$ 118.145077	$ 20,478.48	$ 245,741.76
Elec Util Chief Oper Officer	116	9	$ 139.746808	$ 24,222.78	$ 290,673.36	$ 180.851538	$ 31,347.60	$ 376,171.20
Elec Util Risk Control Analyst	697	9	$ 81.764135	$ 14,172.45	$ 170,069.40	$ 105.815596	$ 18,341.37	$ 220,096.44
Emergency Services Officer	106	9	$ 95.038327	$ 16,473.31	$ 197,679.72	$ 122.983615	$ 21,317.16	$ 255,805.92
Environmental Programs Mgr	461	9	$ 70.939615	$ 12,296.20	$ 147,554.40	$ 91.799135	$ 15,911.85	$ 190,942.20
Executive Assistant	187	9	$ 59.663019	$ 10,341.59	$ 124,099.08	$ 77.208981	$ 13,382.89	$ 160,594.68
Fire Chief	117	9B	$ 157.405038	$ 27,283.54	$ 327,402.48	$ 203.689962	$ 35,306.26	$ 423,675.12
Fire Marshal	120	9B	$ 119.594942	$ 20,729.79	$ 248,757.48	$ 154.758000	$ 26,824.72	$ 321,896.64
Fleet Manager	034	9	$ 73.301596	$ 12,705.61	$ 152,467.32	$ 94.856135	$ 16,441.73	$ 197,300.76
Housing & Comm Svc Div Mgr	075	9	$ 88.087442	$ 15,268.49	$ 183,221.88	$ 114.001442	$ 19,760.25	$ 237,123.00
Housing Development Officer	749	9	$ 69.178327	$ 11,990.91	$ 143,890.92	$ 89.524904	$ 15,517.65	$ 186,211.80
Human Resources Div Mgr	139	9	$ 86.872788	$ 15,057.95	$ 180,695.40	$ 112.422346	$ 19,486.54	$ 233,838.48
Information Technology Svc Mgr	112	9	$ 81.534635	$ 14,132.67	$ 169,592.04	$ 105.505212	$ 18,287.57	$ 219,450.84
Inspection Manager	134	9	$ 87.250615	$ 15,123.44	$ 181,481.28	$ 112.921673	$ 19,573.09	$ 234,877.08
Legal Executive Assistant	185	9	$ 59.663019	$ 10,341.59	$ 124,099.08	$ 77.208981	$ 13,382.89	$ 160,594.68
Library Div Mgr -Support Svcs	127G	9	$ 73.247596	$ 12,696.25	$ 152,355.00	$ 94.802135	$ 16,432.37	$ 197,188.44
Management Analyst	008	9	$ 60.574096	$ 10,499.51	$ 125,994.12	$ 78.396692	$ 13,588.76	$ 163,065.12
Mayor	MAYOR	Elected					$ 2,500.00	$ 30,000.00
Municipal Services Div Mgr	110	9	$ 86.872788	$ 15,057.95	$ 180,695.40	$ 112.422346	$ 19,486.54	$ 233,838.48
Park Maint & Operations Superv	131	9	$ 72.404077	$ 12,550.04	$ 150,600.48	$ 93.688673	$ 16,239.37	$ 194,872.44
Parks & Recreation Director	132	9	$ 126.142269	$ 21,864.66	$ 262,375.92	$ 163.240212	$ 28,294.97	$ 339,539.64
Parks Const, Mtc & Repair Mgr	130	9	$ 72.404077	$ 12,550.04	$ 150,600.48	$ 93.688673	$ 16,239.37	$ 194,872.44
Performance Auditor I	203	9	$ 50.478404	$ 8,749.59	$ 104,995.08	$ 65.330596	$ 11,323.97	$ 135,887.64

All classifications on the Unclassifed/Elected Salary Plan are FLSA "Exempt"

			Minimum Salary			Maximum Salary		
Job Title	**Job Code**	**Union Code**	**Hourly**	**Monthly**	**Annual**	**Hourly**	**Monthly**	**Annual**
Performance Auditor II	204	9	$ 60.574096	$ 10,499.51	$ 125,994.12	$ 78.396692	$ 13,588.76	$ 163,065.12
Plan Review Manager	629	9	$ 88.188692	$ 15,286.04	$ 183,432.48	$ 114.116192	$ 19,780.14	$ 237,361.68
Planning Manager	072	9	$ 91.967769	$ 15,941.08	$ 191,292.96	$ 119.015538	$ 20,629.36	$ 247,552.32
Police Captain	138	9A	$ 150.016096	$ 26,002.79	$ 312,033.48	$ 181.432385	$ 31,448.28	$ 377,379.36
Police Chief	141	Elected					$ 28,755.00	$ 345,060.00
Police Records Manager	647	9	$ 62.396135	$ 10,815.33	$ 129,783.96	$ 80.751865	$ 13,996.99	$ 167,963.88
Power System Scheduler/Trader	674	9	$ 78.302192	$ 13,572.38	$ 162,868.56	$ 101.334635	$ 17,564.67	$ 210,776.04
Power Trader	673	9	$ 100.072731	$ 17,345.94	$ 208,151.28	$ 129.516115	$ 22,449.46	$ 269,393.52
Principal Accountant	148	9	$ 78.201000	$ 13,554.84	$ 162,658.08	$ 101.192942	$ 17,540.11	$ 210,481.32
Principal Electric Utility Eng	145	9	$ 99.998423	$ 17,333.06	$ 207,996.72	$ 129.408115	$ 22,430.74	$ 269,168.88
Principal Eng - Water & Sewer	142W	9	$ 96.961615	$ 16,806.68	$ 201,680.16	$ 125.480538	$ 21,749.96	$ 260,999.52
Principal Eng/City Surveyor	140	9	$ 101.809846	$ 17,647.04	$ 211,764.48	$ 131.756538	$ 22,837.80	$ 274,053.60
Principal Engineer	142	9	$ 96.961615	$ 16,806.68	$ 201,680.16	$ 125.480538	$ 21,749.96	$ 260,999.52
Principal Financial Analyst	149	9	$ 78.201000	$ 13,554.84	$ 162,658.08	$ 101.192942	$ 17,540.11	$ 210,481.32
Principal Planner	143	9	$ 78.201000	$ 13,554.84	$ 162,658.08	$ 101.192942	$ 17,540.11	$ 210,481.32
Principal Power Analyst	154	9	$ 78.201000	$ 13,554.84	$ 162,658.08	$ 101.192942	$ 17,540.11	$ 210,481.32
Principal Util Info System Mgr	146	9	$ 100.072731	$ 17,345.94	$ 208,151.28	$ 129.516115	$ 22,449.46	$ 269,393.52
Public Information Officer	077	9	$ 95.038327	$ 16,473.31	$ 197,679.72	$ 122.983615	$ 21,317.16	$ 255,805.92
Public Records Manager	082	9	$ 60.574096	$ 10,499.51	$ 125,994.12	$ 78.396692	$ 13,588.76	$ 163,065.12
Purchasing Division Manager	147	9	$ 83.633538	$ 14,496.48	$ 173,957.76	$ 108.231519	$ 18,760.13	$ 225,121.56
Recreation Manager	150	9	$ 78.943327	$ 13,683.51	$ 164,202.12	$ 102.157904	$ 17,707.37	$ 212,488.44
Risk Manager	700	9	$ 83.633538	$ 14,496.48	$ 173,957.76	$ 108.231519	$ 18,760.13	$ 225,121.56
Sr Counsel for SVP	179	9	$ 116.061981	$ 20,117.41	$ 241,408.92	$ 149.719962	$ 25,951.46	$ 311,417.52
Sr Deputy City Attorney	161	9	$ 83.403981	$ 14,456.69	$ 173,480.28	$ 107.941442	$ 18,709.85	$ 224,518.20
Sr Elec Div Mgr	173	9	$ 115.479346	$ 20,016.42	$ 240,197.04	$ 149.457808	$ 25,906.02	$ 310,872.24
Sr Elec Div Mgr-Mkt A&P	174A	9	$ 115.479346	$ 20,016.42	$ 240,197.04	$ 149.457808	$ 25,906.02	$ 310,872.24
Sr Information Tech Svcs Mgr	743	9	$ 89.342654	$ 15,486.06	$ 185,832.72	$ 115.621096	$ 20,040.99	$ 240,491.88

All classifications on the Unclassifed/Elected Salary Plan are FLSA "Exempt"

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 12/22/2024
Approved 11/19/2024

			Minimum Salary			Maximum Salary		
Job Title	Job Code	Union Code	Hourly	Monthly	Annual	Hourly	Monthly	Annual
Sr Management Analyst	742	9	$ 66.631269	$ 11,549.42	$ 138,593.04	$ 86.236154	$ 14,947.60	$ 179,371.20
Sr Performance Auditor	202	9	$ 70.939615	$ 12,296.20	$ 147,554.40	$ 91.799135	$ 15,911.85	$ 190,942.20
Sr Power System Schedlr/Trader	772	9	$ 84.159865	$ 14,587.71	$ 175,052.52	$ 108.919846	$ 18,879.44	$ 226,553.28
Street Superintendent	159	9	$ 80.009596	$ 13,868.33	$ 166,419.96	$ 103.548115	$ 17,948.34	$ 215,380.08
Transportation Manager	171	9	$ 97.845750	$ 16,959.93	$ 203,519.16	$ 126.627750	$ 21,948.81	$ 263,385.72
Utility Business Systems Mgr	898	9	$ 78.072750	$ 13,532.61	$ 162,391.32	$ 101.031000	$ 17,512.04	$ 210,144.48
Utility Operations Engineer	155	9	$ 82.418712	$ 14,285.91	$ 171,430.92	$ 106.652423	$ 18,486.42	$ 221,837.04
Water & Sewer Operations Mgr	180	9	$ 81.008365	$ 14,041.45	$ 168,497.40	$ 104.843827	$ 18,172.93	$ 218,075.16
Water & Sewer Superintendent	029	9	$ 73.247596	$ 12,696.25	$ 152,355.00	$ 94.802135	$ 16,432.37	$ 197,188.44
Web & Digital Media Manager	073	9	$ 69.839654	$ 12,105.54	$ 145,266.48	$ 90.375173	$ 15,665.03	$ 187,980.36

All classifications on the Unclassifed/Elected Salary Plan are FLSA "Exempt"

RESOLUTION NO. 24- _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA TO ADOPT THE AMENDED UNCLASSIFIED SALARY PLAN FOR VARIOUS POSITIONS WITH AN APPROVAL DATE OF NOVEMBER 19, 2024 AND AN EFFECTIVE DATE OF DECEMBER 22, 2024

WHEREAS, the City of Santa Clara contracts with CalPERS to provide retirement benefits;

WHEREAS, to comply with the California Code Regulations section 570.5, the City of Santa Clara shall among other things, have publicly available pay schedules approved and adopted by the City Council which shall indicate an effective date and date of any revisions; and,

WHEREAS, as required by the California Code Regulations section 570.5 and as mandated by CalPERS, the City Council deems it to be in the best interests of the City to adopt the Amended Unclassified Salary Plans for City of Santa Clara classifications when there are salary modifications to existing classifications, and when new classifications are created and salary ranges need to be established or when existing classifications are deleted, with an approval date of November 19, 2024, and an effective date of December 22, 2024.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City hereby adopts the Amended Unclassified Salary Plan for various City of Santa Clara positions reflecting the wage increases approved by the City Council in the applicable Memoranda of Understanding with the various bargaining units.
2. Effective date. In accordance with the California Code Regulations section 570.5 and to comply with CalPERS, the attached salary schedule for unclassified positions, shall be effective December 22, 2024 and adopted with an approval date of November 19, 2024.

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I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF ____, 2024, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Tentative Agreement between the City and Unit 9
2. Unclassified Salary Plan eff 12-22-2024 (for Council 11-19-2024)

CITY OF SANTA CLARA, CALIFORNIA
CLASS SPECIFICATION

TITLE: ASSISTANT FLEET MANAGER (JOB CODE 046)

DEPARTMENT	ACCOUNTABLE TO	FLSA STATUS
Public Works	Fleet Manager	Exempt

CLASS SUMMARY

The Assistant Fleet Manager is a single-incumbent management position in the unclassified service. An incumbent in this classification assists in coordination, planning, organizing and improvement of fleet programs and activities, including but not limited to acquisition, maintenance, repair, replacement, utilization, disposal, fueling, safety, service contracts, database management, and regulatory compliance. Responsibilities include budget management, policy development and execution, and managing staff. Performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Assistant Fleet Manager is a management level classification. This class is distinguished from the higher-level Fleet Manager classification, in that the latter has the responsibility to manage the entire Fleet Management Division. This classification differs from the Public Works Supervisor in that the Assistant Fleet Manager is responsible for managing the day-to-day operations and programs of the Division. An incumbent in this classification exercises independent judgment and discretion, manages employees and contractors, and assist in formulating fleet policies for the effective use of City fleet assets.

As a member of the City's unclassified service, this is an "at-will" position and the incumbent serves at the discretion of the City Manager. An incumbent in this position demonstrates strong ethical, professional, and service-oriented leadership and interpersonal skills, sets a good example, and correctly applies the tenets of the City's Code of Ethics and Values.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

- Graduation from an accredited college or university with a Bachelor's degree in Business Administration, Automotive Management or a related field, AND
- Four (4) years experience in automotive maintenance/repair service and/or management.
- Experience using computerized fleet management systems.

ACCEPTABLE SUBSTITUTION

- Additional experience up to four (4) years of automotive maintenance/repair service and/or management can be substituted on a year for year basis for the Bachelor's degree requirement.

LICENSES/CERTIFICATIONS

- Possession of a valid California Class C driver's license is required at the time of appointment and for the duration of employment.

DESIRABLE QUALIFICATIONS

- Possession of a license and/or certificate demonstrating competency with automotive management information systems is highly desirable.

TYPICAL DUTIES

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

Under general direction, the incumbent will:

- Establishes contracts for service, including preparing and writing technical specifications for the acquisition of new vehicles and equipment, writing scopes of work for sublet services and other service contract procurements, monitoring costs, and overseeing vendor performance;
- Coordinates directly with internal and external customers including, Fleet Manager and client departments for specification development, Purchasing Division and vendors for vehicle and equipment acquisition;
- Manages new vehicles and equipment processing including, maintaining fleet database, licensing, outfitting, inspection and maintenance schedule setup, and removal of disposed vehicles from fleet;
- Manages fleet regulatory compliance for vehicles, equipment and facilities and stays informed on regulatory agency reporting requirements, documentation procedures and changes in requirements;
- Assists in and may be assigned to manage programs, including but not limited to parts and fuel inventory, vehicle disposal and replacement, vehicle telematics and right-sizing and right-typing City fleet;
- Manages the division technical and safety training program, including developing and maintaining a formal training curriculum for pre-journey and journey level technicians;
- Assists Fleet Manager in budget development and administration, budget monitoring, implementing performance measures, and strategic planning;
- Assists in the oversight of fuel management applications and infrastructure;
- Assists in fleet electrification and Greenhouse Gasses (GHG) emissions reduction strategies Citywide;
- Assists in accident subrogation process with the City Attorney's Office;
- Researches and applies best practices and innovative solutions to effectively manage fleet assets through regional engagement with peers, agencies and industry organizations;
- Prepares reports, analyzes data, makes recommendations, and makes presentations to City staff;
- Assists in developing and implementing division policies, procedures, goals, and objectives;
- Assist in managing and developing the use of Fleet database ensuring data integrity, accurate reporting and expanding the use innovative features and program integrations to improve fleet operations;
- Acts in the absence of the Fleet Manager which includes supervising Fleet Division staff; and
- Performs other related duties as assigned.

KNOWLEDGE, SKILLS, & ABILITIES

Knowledge of:

- Principles, practices, and techniques to manage fleet assets;
- Equipment, tools, and materials to service and repair technology related to a wide variety of fleet vehicles and equipment;
- Regulatory and federal/state agency codes, rules and regulations for fleets, including but not limited to California Highway Patrol's BIT inspection program; California Air Resources Board programs such as Clean Truck Check, Advanced Clean Fleet, Bureau of Automotive Repair Smog program and California Code of Regulations;
- Best practices and methods for fleet acquisition, management, and replacement;
- Best practices for operating maintenance and repair facilities;
- Principles and practices of training employees;
- Safety practices and procedures, including occupational hazards and standard safety procedures; and
- Computerization as it relates to data management of fleet operations, including inventory control.

Ability to:

- Train employees;
- Keep accurate operational records and maintain data integrity;
- Communicate effectively, logically and clearly, both orally and in writing;
- Ensure the work environment is in compliance with federal, state and local regulatory safety and environmental standards;
- Work as a team player and be willing to deliver excellent customer service to both internal and external City customers;
- Interpret, explain and implement department policies and procedures;
- Manage multiple programs and competing priorities simultaneously and streamline processes;
- Effectively use management information systems; and
- Bend, stoop, reach, carry, crawl, climb, and lift as necessary to perform assigned duties.

SUPERVISION RECEIVED

Works under the general direction of the Public Works Fleet Manager or other assigned manager.

SUPERVISION EXERCISED

May assist in providing lead direction or training to personnel as assigned and may act in the absence of the Fleet Manager.

SPECIAL CONDITIONS

May be required to work unusual hours in shift assignments, in emergency situations, and to be on an "on-call" basis as assigned.

CONFLICT OF INTEREST

Incumbents in this position are required to file a Conflict of Interest statement upon assuming office, annually, and upon leaving office, in accordance with City Manager’s Directive 100.

ASSISTANT FLEET MANAGER (046)

CLASSIFICATION HISTORY
Created 11/2024

CITY OF SANTA CLARA, CALIFORNIA
CLASS SPECIFICATION

TITLE: DEPUTY DIRECTOR (JOB CODE 176)

DEPARTMENT	ACCOUNTABLE TO	FLSA STATUS
Various	Assistant Director/Director	Exempt

CLASS SUMMARY

This is a management position in the City's unclassified service, responsible for overseeing one or more operational functions and/or divisions within a Department. Duties include planning, organizing, and managing multiple operations functions within a Department. Incumbents are responsible for managing employees and contractors and formulating policies for the effective use of assigned departmental personnel. May act as the Director or Assistant Director in an assigned Department in their absence. Performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

An incumbent in this position works under administrative direction and performs work of considerable difficulty. The incumbent exercises independent judgment and discretion, manages employees and contractors, and formulates policies for the effective use of assigned departmental personnel. The Deputy Director is differentiated from the higher-level classification of Assistant Director or Director in that it does not manage functions of the entire Department.

As a member of the City's unclassified service, this is an "at-will" position and the incumbent serves at the discretion of the City Manager or City Attorney. An incumbent in this position demonstrates strong ethical, professional, and service-oriented leadership and interpersonal skills, sets a good example, and correctly applies the tenets of the City's Code of Ethics and Values.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

- A bachelor's degree from an accredited college or university in engineering, business administration, or public administration, or related field; AND
- Five (5) years of increasingly responsible municipal or related administrative and/or analytical experience, including two (2) years of management or supervisory experience.

ACCEPTABLE SUBSTITUTION

None.

LICENSES/CERTIFICATIONS

- Possession of a valid California Class C driver's license is required at the time of appointment and for the duration of employment.
- Certain positions may require possession of a specialized certificate, license, and/or registration related to a specific area of responsibility.

DESIRABLE QUALIFICATIONS

A master's degree in public administration, civil engineering, business management or related field is desirable.

If assigned to the Public Works Department:

- Possession of a valid Certificate of Registration as a civil engineer issued by the California Board for Professional Engineers, Land Surveyors, and Geologists is desirable.
- Possession of a Certified Arborist Certificate is desirable.

If assigned to the Parks and Recreation Department:

- Possession of a California Department of Food and Agriculture Qualified Applicator Certificate in categories B, C, and F is desirable.
- Possession of a Certified Arborist Certificate is desirable.
- Possession of an Agricultural Pest Control Advisor License is desirable.

OTHER REQUIREMENTS

- May be required to work unusual hours in shift assignments, in emergency situations, and to be on an "on-call" basis as assigned.
- Must be able to perform all of the essential functions of the job assignment.

TYPICAL DUTIES

This description may not include all the duties listed below, nor do the examples cover all duties that may be performed.

Under general direction, the incumbent will:

- Develop, plan, oversee and manage various departmental operations and/or programs;
- Participates in, implements, and advises Department Director and/or Assistant Director in the planning and formulation of departmental policy;
- Represent the City and department in a variety of interdepartmental, intergovernmental and community matters;
- Coordinate work of the department with related City departments and private contractors;
- Coordinate activities between other departments, divisions and/or sections in scheduling work projects to ensure efficiency and effectiveness;
- Prepare regular reports on departmental activities;
- Provide staff support to commissions, task forces and/or committees;
- Oversee and direct the planning, development, implementation, and management of the Division operating and capital improvement budgets;
- Direct and perform special projects and strategic planning programs that impact departmental operations;
- Responsible for managing personnel related matters, including the hiring, evaluation, disciplining, and termination of employees, training, and instructing |;
- Provide direct supervision over assigned area(s) within a department;
- Ensure the work environment is in compliance with government safety and environmental standards, including any certifications for employees;
- Meet with members of the public, citizens groups, other City departments, and governmental agencies to conduct and resolve problems;
- Assumes responsibility for the department's operations in the absence of the Director and/or Assistant Director; and

- Perform other related duties as required.

KNOWLEDGE, SKILLS, & ABILITIES

Knowledge of:

- Principles, practices, and methods of assigned service area or function;
- Principles and practices of the City's budgeting, Civil Service system, and related policies and procedures;
- Effective leadership and management principles and practices, including problem solving and conflict resolution, practices and techniques;
- Applicable laws and regulations affecting related function;
- Principles and practices of budgeting (operating and capital), administration, communication, safety, contracting, human resources, information technology, public relations, project management, outreach, performance standards, records management, and resources to achieve outcomes and expectations;
- Group dynamics and communications skills;
- Equipment purchasing and acquisition practices and methods;
- Safety practices and procedures, including occupational hazards and standard safety procedures; and
- Training, motivation and counseling techniques for evaluating and communicating with assigned personnel.

Ability to:

- Provide the leadership and management of the department through coaching, enabling and facilitating employees working in a team environment;
- Evaluate Federal and State regulations and assess impacts on the City and its customers;
- Identify, research and gather relevant information from a variety of sources;
- Exercise sound and independent judgment, conduct independent analyses and make recommendations on difficult and sensitive issues;
- Anticipate potential problems, develop contingency plans when needed and solve concurrent problems;
- Create a culture that is conducive to change and one that is able to select, recruit, retain, develop and motivate a skilled and talented workforce where everyone knows their mission, role and job, where goals and objectives are clear in order to create an organization that delivers excellent customer service through ethical leadership standards and establishes an atmosphere of respect for employees, consistent with the City's Code of Ethics and Values;
- Build constructive relationships by promoting effective partnerships with department peers, bargaining units, employees, citizens, and others contacted in the course of work;
- Represent and speak for the department and its work, e.g., presenting, explaining, promoting, defining, and negotiating to those within and outside the department by making clear and convincing oral presentations to individuals and groups, by listening effectively and clarifying information, and by facilitating an open exchange of ideas;
- Work effectively as a member of the department's management team to achieve common goals and be able to deliver excellent customer service to both internal and external City

customers;
- Establish cooperative working relationships with employees, contractors, and the general public;
- Analyze and prepare sound recommendations for the solution of difficult problems;
- Plan, organize, direct, and coordinate organization activities and effectively manage the work of others;
- Manage complex projects that further the long term objectives of the division and the City by identifying which quality standards are relevant to the project and determining how to satisfy them; evaluate overall project performance on a regular basis to provide confidence that the project will satisfy the relevant quality standards, and by monitor specific project results;
- Exercise good judgment in structuring and organizing work and setting priorities, balancing the interests of clients and readily readjusting priorities to respond to customer demands;
- Communicate logically and clearly, both orally and in writing; follow oral and written instructions;
- Ensure the work environment is in compliance with government safety and environmental standards;
- Oversee the development of the scope, cost and, when approved, bid specifications for equipment acquisition and repair;
- Make effective use of information technology systems to enhance delivery of services and projects related to public works infrastructure, including asset management, maintenance management, work order tracking, and Geographic Information Systems (GIS); and
- Walk or stand for extended periods of time, and bend, stoop, reach, carry, crawl, climb, and lift as necessary to perform assigned duties.

SUPERVISION RECEIVED
Works under the general direction of an Assistant Director, Director, or other assigned manager.

SUPERVISION EXERCISED
Manages Department managers, supervisors and other personnel as assigned.

CONFLICT OF INTEREST
If applicable add: Incumbents in this position are required to file a Conflict of Interest statement upon assuming office, annually, and upon leaving office, in accordance with City Manager's Directive 100.

CLASSIFICATION HISTORY
Created 07/2013, Rev. 07/2013, Rev. and merge with Deputy Director of Parks and Recreation 11/2024

CITY OF SANTA CLARA, CALIFORNIA
CLASS SPECIFICATION

TITLE: DEPUTY DIRECTOR (JOB CODE 176)

DEPARTMENT	ACCOUNTABLE TO	FLSA STATUS
Various	Assistant Director/Director	Exempt

CLASS SUMMARY

This is a management position in the City's unclassified service, responsible for overseeing one or more operational functions and/or divisions within a Department.~~operations for fleet, street maintenance, storm drain, solid waste, parkways and boulevards, and building maintenance, which may be transferred to this division in the future operations.~~ Duties include planning, organizing, and managing multiple operations functions within a Department. Incumbents are responsible for managing ~~An incumbent in this position exercises independent judgment and discretion, manages~~ employees and contractors~~,~~ and formulating~~es~~ policies for the effective use of assigned departmental personnel. ~~-~~May act as the Director ~~of Public Works~~ or Assistant Director in an assigned Department ~~of Public Works/City Engineer~~ in ~~his/her~~their absence. Performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

An incumbent in this position works under administrative direction and performs work of considerable difficulty. The incumbent exercises independent judgment and discretion, manages employees and contractors, and formulates policies for the effective use of assigned departmental personnel. The Deputy Director is differentiated from the higher-level classification of Assistant Director or Director in that it does not manage functions of the entire Department.

As a member of the City's unclassified service, this is an "at-will" position and the incumbent serves at the discretion of the City Manager or City Attorney. An incumbent in this position demonstrates strong ethical, professional, and service-oriented leadership and interpersonal skills, sets a good example, and correctly applies the tenets of the City's Code of Ethics and Values.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

~~A combination of education and experience substantially equivalent to that obtained by acquiring:~~

- A bachelor's degree from an accredited ~~four year~~ college or university in ~~civil~~ engineering, business administration, or public administration, ~~automotive management, landscape architecture, horticulture, environmental studies, facility maintenance management, construction management~~ or related field; ~~and~~AND
- Five (5) years of increasingly responsible municipal or related administrative and/or analytical experience, including two (2) years of management or supervisory experience ~~in a municipal public works agency~~.

ACCEPTABLE SUBSTITUTION

None.

DEPUTY DIRECTOR (176)

LICENSES/CERTIFICATIONS

- Possession of a valid California Class C driver's license is required at the time of appointment and for the duration of employment.
- Certain positions may require possession of a specialized certificate, license, and/or registration related to a specific area of responsibility.

DESIRABLE QUALIFICATIONS

~~A master's degree in one or more of the subject areas is desirable.~~

- A master's degree in public administration, civil engineering, business management or related field is desirable.

If assigned to the Public Works Department:

- Possession of a valid Certificate of Registration as a civil engineer issued by the California Board for Professional Engineers, Land Surveyors, and Geologists is desirable.
- Possession of a Certified Arborist Certificate is desirable.

If assigned to the Parks and Recreation Department:

- Possession of a California Department of Food and Agriculture Qualified Applicator Certificate in categories B, C, and F is desirable.
- Possession of a Certified Arborist Certificate is desirable.
- Possession of an Agricultural Pest Control Advisor License is desirable.

OTHER REQUIREMENTS

- May be required to work unusual hours in shift assignments, in emergency situations, and to be on an "on-call" basis as assigned.
- Must be able to perform all of the essential functions of the job assignment.

TYPICAL DUTIES

This description may not include all the duties listed below, nor do the examples cover all duties that may be performed.

Under general direction, the incumbent will:

- Develop, plan, oversee and m~~M~~anage various departmental operations and/or programs; ~~the installation, repair, and maintenance of streets, storm drains, public landscaping, including parkways and boulevards, street tree maintenance districts, building maintenance and the City's automotive and equipment fleet;~~
- ~~Manage City's refuse, recycling collection and disposal projects and programs;~~
- Participates in, implements, and advises Department Director and/or Assistant Director in the planning and formulation of departmental policy;
- Represent the City and department in a variety of ~~on~~interdepartmental, intergovernmental and community matters; ~~solid waste urban runoff and alternative fuel planning committees;~~
- Coordinate work of the department with related City departments and private contractors;
- ~~Cooperate~~Coordinate activities between ~~with~~ other departments, divisions and/or sections

in scheduling work projects to ensure efficiency and effectiveness;~~so as to make the most efficient use of personnel, materials, and equipment;~~
- Prepare regular reports on departmental activities;
- Provide staff support to commissions, task forces and/or committees;
- Oversee and direct the planning, development, implementation, and management of the Division operating and capital improvement budgets;
- Direct and perform special projects and strategic planning programs that impact departmental operations;
- ~~Formulate administrative policies for the effective use of assigned departmental personnel and equipment;~~
- Responsible for managing personnel related matters, including the hiring, evaluation, disciplining, and termination of employees, training, and instructing~~, evaluate and report on the performance of assigned personnel~~;
- Provide direct supervision over assigned area(s) within a department;
- Ensure the work environment is in compliance with government safety and environmental standards, including any certifications for employees;
- Meet with members of the public, citizens groups, other City departments, and governmental agencies to conduct and resolve problems;
- Assumes responsibility for the department's operations in the absence of the Director and/or Assistant Director; and
- Perform other related duties as required.

KNOWLEDGE, SKILLS, & ABILITIES

~~Any combination of knowledge and abilities substantially equivalent to that obtained by acquiring the following knowledge and abilities~~

Knowledge of:
- Principles, practices, and methods of assigned service area or function; ~~used in the collection and disposal of refuse, refuse transfer recycling, and resource recovery;~~
- ~~Principles, practices and methods used in the maintenance and construction of streets, storm drainage facilities, curbs, gutters, and sidewalks; street sweeping and cleaning techniques;~~
- ~~Principles, practices and methods used in the automotive and equipment fleet management;~~
- ~~Principles, practices and methods used in the maintenance of street trees and other landscape materials on parkways and boulevards;~~
- ~~Principles, practices, and methods used in construction, operation, maintenance, and repair on a variety of public facilities;~~
- Principles and practices of the City's budgeting, Civil Service system, and related policies and procedures;
- Effective leadership and management principles and practices, including problem solving and conflict resolution, practices and techniques;
- Applicable laws and regulations affecting related ~~facilities~~ function;
- Principles and practices of budgeting (operating and capital), administration,

communication, safety, contracting, human resources, information technology, public relations, project management, outreach, performance standards, records management, and resources to achieve outcomes and expectations;

- Group dynamics and communications skills;
- Equipment purchasing and acquisition practices and methods;
- Safety practices and procedures, including occupational hazards~~, integrated pest management~~ and standard safety procedures; and
- Training, motivation and counseling techniques for evaluating and communicating with assigned personnel.

Ability to:

- Provide the leadership and management of the department through coaching, enabling and facilitating employees working in a team environment;
- Evaluate Federal and State regulations and assess impacts on the City and its ~~-~~customers;
- Identify, research and gather relevant information from a variety of sources;
- Exercise sound and independent judgment, conduct independent analyses and make recommendations on difficult and sensitive issues;
- Anticipate potential problems, develop contingency plans when needed and solve ~~-~~concurrent problems;
- Create a culture that is conducive to change and one that is able to select, recruit, retain, develop and motivate a skilled and talented workforce where everyone knows their mission, role and job, where goals and objectives are clear in order to create an organization that delivers excellent customer service through ethical leadership standards and establishes an atmosphere of respect for employees, consistent with the City's Code of Ethics and Values;
- Build constructive relationships by promoting effective partnerships with department peers, bargaining units, employees, citizens, and others contacted in the course of work;
- Represent and speak for the department and its work, e.g., presenting, explaining, promoting, defining, and negotiating to those within and outside the department by making clear and convincing oral presentations to individuals and groups, by listening effectively and clarifying information, and by facilitating an open exchange of ideas;
- Work effectively as a member of the department's management team to achieve common goals and be able to deliver excellent customer service to both internal and external City customers;
- Establish cooperative working relationships with employees, contractors, and the general public;
- Analyze and prepare sound recommendations for the solution of difficult problems;
- Plan, organize, direct, and coordinate organization activities and effectively manage the work of others;
- Manage complex projects that further the long term objectives of the division and the City by identifying which quality standards are relevant to the project and determining how to satisfy them; evaluate overall project performance on a regular basis to provide confidence that the project will satisfy the relevant quality standards, and by monitor specific project results;
- Exercise good judgment in structuring and organizing work and setting priorities,

balancing the interests of clients and readily readjusting priorities to respond to customer demands;

- Communicate logically and clearly, both orally and in writing; follow oral and written instructions;
- Ensure the work environment is in compliance with government safety and environmental standards;
- Oversee the development of the scope, cost and, when approved, bid specifications for equipment acquisition and repair;
- Make effective use of information technology systems to enhance delivery of services and projects related to public works infrastructure, including asset management, maintenance management, work order tracking, and Geographic Information Systems (GIS); and
- Walk or stand for extended periods of time, and bend, stoop, reach, carry, crawl, climb, and lift as necessary to perform assigned duties.

SUPERVISION RECEIVED

Works under the general direction of an Assistant Director, Director, or other assigned manager.

SUPERVISION EXERCISED

Manages Department managers, supervisors ~~the Fleet, Building Maintenance, Streets and Solid Waste, Storm Drain, Parkways and Boulevards managers,~~ and other personnel as assigned.

CONFLICT OF INTEREST

If applicable add: Incumbents in this position are required to file a Conflict of Interest statement upon assuming office, annually, and upon leaving office, in accordance with City Manager's Directive 100.

CLASSIFICATION HISTORY

Created 07/2013, Rev. 07/2013, Rev. and merge with Deputy Director of Parks and Recreation 11/2024

CITY OF SANTA CLARA, CALIFORNIA
CLASS SPECIFICATION

TITLE: SENIOR ELECTRIC DIVISION MANAGER (JOB CODE 173)

DEPARTMENT	ACCOUNTABLE TO	FLSA STATUS
Electric Utility	Varies	Exempt

CLASS SUMMARY

This is a key leadership position in the unclassified service with assigned responsibility of a sizeable number of employees, a major process, one or more divisions, and a significant financial role with debt, rate setting, trading or contracts within the Electric Department.

DISTINGUISHING CHARACTERISTICS

The Senior Electric Division Manager is distinguished from the lower level Electric Division Manager in that latter is responsible for managing a single division in the Electric Utility Department. The Senior Electric Utility Division Manager is distinguished from the higher level Assistant Director of Electric Utility in that the latter is responsible for directing a major division of the Electric Utility Department and may act as Chief Electric Utility Officer or Electric Utility Chief Operation Officer, as required.

As a member of the City's Unclassified Service this is an "at-will" position and the incumbent serves at the discretion of the City Manager. An incumbent in this classification: demonstrates strong ethical, professional, and service-oriented leadership and interpersonal skills, sets a good example; and correctly applies the tenets of the City's Code of Ethics and Value. Performs related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

- Possession of a bachelor's degree in Accounting, Economics, Engineering, Business Administration, Financial or Risk Management, Marketing, Mathematics, Public Administration or closely related field; and
- Six (6) years of experience at a responsible level in engineering, contracts administration, reliability standards compliance, customer relations and strategic services, economic trend analysis and forecasting, financial analysis, marketing, rate setting, resource planning, power contracts power trading, risk management, statistical analysis of market place business practices and operations, communications, information technology, environmental and regulatory compliance, and/or engineering operation and maintenance, including a minimum of two (2) years of management experience.

ACCEPTABLE SUBSTITUTION

- Eight (8) years of related experience in addition to the required experience may be substituted for the education requirement on a two (2) years of experience for one (1) year of education basis.
- An advanced degree in Engineering, Business Administration, Public Administration or related field may be substituted for up to two (2) years' experience on a year for year basis.

LICENSES/CERTIFICATIONS

Possession of a valid California Class C driver's license is required at the time of appointment and for the duration of employment.

DESIRABLE QUALIFICATIONS

- An advanced degree in the applicable field is desirable; and
- Possession of a certificate of registration as a Professional Engineer in the State of CA is desirable.
- Any combination of experience listed above working in the electric utility industry.

OTHER REQUIREMENTS

- Must be able to perform all of the essential functions of the job, with or without reasonable accommodations.
- May be required to work unusual hours in emergency situations;
- Required to pass initial and periodic comprehensive background checks, which may include fingerprinting, to meet Federal, State, and /or industry security requirements; and
- Seven (7) year criminal background check and employment verification are required.

TYPICAL DUTIES

This description may not include all the duties listed below, nor do the examples cover all duties that may be performed.

Under general direction, the incumbent will:

- Provide leadership, in assigned area of responsibility, through ensuring that the City's Code of Ethics and Values and the Electric Department's vision, mission, goals and objectives are clear, well-articulated and accepted; that the means and systems are available; and that the organization is driven by the need to efficiently and effectively satisfy customer expectations by focusing on the processes that serve them;
- Deploy continuous improvement tools like benchmarking, reengineering to create value for customers in the ways that they want them and establishing key process measures that meet the organization's needs;
- Develop and provide training for employees through coaching, empowering, and facilitating techniques to ensure that employees function in a collaborative team environment promoting organizational success; and
- Provide advocacy and a supportive culture for the resources and needs of employees;
- Implement processes and systems to achieve desired outcomes and meet expectations in the areas of budgeting (operating and capital), communication, contracting, staffing, information technology, public relations, performance standards, project management, telecommunications, controls and records management.
- And as assigned:
- Provide direction and leadership to ensure processes and procedures are in place to achieve compliance with environmental, safety and health regulations and laws; or
- Provide direction and leadership to create a culture of compliance for Federal Energy Regulatory Commission/North American Electric Reliability Corporation (FERC/NERC)

Reliability Standards resulting in the establishment of process, procedures, internal controls, training/education programs and document management systems; or

- Provide information and analysis utilizing specialized and in some cases sophisticated techniques regarding trends in the utility industry (regulated and unregulated); trends in customer energy usage, service expectations in general and for specialized populations; trends in market strategies; studies of statistical pricing and cost of service; and strategic planning studies; or
- Identify system capacity expansion needs through coordination with internal and external stakeholders to ensure that facilities are properly integrated; that facilities are safely operated; and that the proper interconnections are made with the electric system; or
- Operate the front office trading and settlement operations consistent with the City's risk management policies; setting credit, trading limits; monitoring the purchase and sale of wholesale electricity and other energy-related commodities, including historic, short and long term timeframes, which are consistent with the City's risk management policies; or
- Manage environmental, regulatory and licensing compliance, safe operation and maintenance of the City's facilities and assets, and ensure that generation plant availability and operating efficiency measures are met; or
- Maintain knowledge and understanding on developing trends in the electric industry; and
- Perform other related work as assigned.

KNOWLEDGE, SKILLS, & ABILITIES

Knowledge of:

- Principles and practices of electrical utility planning and engineering involved in the development, construction, production, operation and maintenance of electrical systems in the interconnected utility area;
- Principles and practices in the use of resources and energy engineering analysis, the risk management of power trading transactions, the transmission, distribution, utilization and conservation of electricity, or in complex market research, economic forecasting, competitive pricing methods, statistical and financial analysis;
- Principles and practices of electrical utility administration, planning and engineering involved in the operation and maintenance, and environmental and regulatory compliance methods of the City's facilities;
- Applicable laws and regulations affecting the electric utility industry including environmental, health, safety, Occupational Safety and Health Administration (OSHA), and FERC/NERC Reliability Standards; understanding of internal controls, procedures and auditing processes;
- Principles of leadership and management of organizations through process analysis, coaching, empowering and facilitating employees working in a collaborative team environment with internal and external customers and stakeholders; and
- Principles and practices of budgeting (operating and capital), communication, contracting, Human Resources, information technology, public relations, project management, performance standards, telecommunications, controls and records management to achieve outcomes and expectations.

Ability to:

- Apply the skills necessary to provide for the leadership and management of organizations through process analysis, coaching, empowering and facilitating employees working in a collaborative team environment with internal and external customers and stakeholders;
- Create a culture that is conducive to change and that is one that is able to select, recruit, retain, develop and motivate a skilled and talented workforce where everyone understands their mission, role and job expectations; and goals and objectives are clear in order to create an organization that delivers excellent customer service;
- Negotiate cost-effective and mutually acceptable agreement terms;
- Interpret Federal and state regulations and assess impacts on the utility and its customers;
- Prepare, analyze and forecast complex sets of data and prepare necessary, general and technical, memorandums, reports, and charts as assigned;
- Apply the knowledge, techniques and practices in budgeting (operating and capital), communications, contracting, Human Resources, information technology, public relations, project management, performance standards, controls and records management to achieve outcomes and expectations;
- Establish, negotiate and manage contracts to ensure consultants and contractors meet contract requirements;
- Identify requirements, in assigned area, to ensure for the safe, effective and efficient operation of the electric utility;
- Communicate effectively with subject matter experts, business stakeholders, plant operations, and information technology personnel;
- Use computer applications to prepare memos and procedural documentation;
- Create, manage and maintain complex filing and record systems; and
- Walk or stand for extended periods of time and bend, stoop, crawl, climb, lift or any other physical requirement as necessitated by the position to perform assigned duties.

SUPERVISION RECEIVED

Works under the general direction of the Director of Electric Utility, Assistant Director of Electric Utility or other managers as assigned.

SUPERVISION EXERCISED

Supervises managers, professionals, technical, administrative support, consultants, and other assigned personnel.

CONFLICT OF INTEREST

Incumbents in this position are required to file a Conflict of Interest statement upon assuming office, annually, and upon leaving office, in accordance with City Manager's Directive 100.

CLASSIFICATION HISTORY

Established 7/2013; Revised 11/2024

CITY OF SANTA CLARA, CALIFORNIA
CLASS SPECIFICATION

TITLE: SENIOR ELECTRIC DIVISION MANAGER (JOB CODE 173)

DEPARTMENT	ACCOUNTABLE TO	FLSA STATUS
Electric Utility	Varies	Exempt

~~Description~~ CLASS SUMMARY

This is a key leadership position in the unclassified service with assigned responsibility of a sizeable number of employees, a major process, one or more divisions, and a significant financial role with debt, rate setting, trading or contracts within the Electric Department.

~~As a member of the City's Unclassified Service this is an "at-will" position and the incumbent serves at the discretion of the City Manager. An incumbent in this classification: demonstrates strong ethical, professional, and service-oriented leadership and interpersonal skills, sets a good example; and correctly applies the tenets of the City's Code of Ethics and Value. Performs related duties as assigned.~~

DISTINGUISHING CHARACTERISTICS

The Senior Electric Division Manager is distinguished from the lower level Electric Division Manager in that latter is responsible for managing a single division in the Electric Utility Department. The Senior Electric Utility Division Manager is distinguished from the higher level Assistant Director of Electric Utility in that the latter is responsible for directing a major division of the Electric Utility Department and may act as Chief Electric Utility Officer or Electric Utility Chief Operation Officer, as required.

As a member of the City's Unclassified Service this is an "at-will" position and the incumbent serves at the discretion of the City Manager. An incumbent in this classification: demonstrates strong ethical, professional, and service-oriented leadership and interpersonal skills, sets a good example; and correctly applies the tenets of the City's Code of Ethics and Value. Performs related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

- ~~Education and experience equivalent to a~~ Possession of a bachelor's degree in Accounting, Economics, Engineering, Business Administration, Financial or Risk Management, Marketing, Mathematics, Public Administration or closely related field; and
- Six (6) years of experience at a responsible level in engineering~~, administration~~, contracts administration, reliability standards compliance, customer relations and strategic services, economic trend analysis and forecasting, financial analysis, marketing, rate setting, resource planning, power contracts power trading, risk management, statistical analysis of market place business practices and operations, communications, information technology, environmental and regulatory compliance, and/or engineering operation and maintenance ~~in the electric utility industry or related field; an~~, i~~d~~
- ~~I~~ncluding a minimum of two (2) years of management experience.

ACCEPTABLE SUBSTITUTION~~S~~

- Eight (8) years of related experience in addition to the required ~~applicable electric utility~~ experience may be substituted for the education requirement on a two (2) years of experience for one (1) year of education basis.
- An advanced degree in Engineering, Business Administration, Public Administration or related field may be substituted for up to two (2) years' experience on a year for year basis.

LICENSES/CERTIFICATIONS

Possession of a valid California Class C driver's license is required at the time of appointment and for the duration of employment.

DESIRABLE QUALIFICATIONS

- An advanced degree in the applicable field is desirable; and
- Possession of a certificate of registration as a Professional Engineer in the State of CA is desirable.
- Any combination of experience listed above working in the electric utility industry.

OTHER REQUIREMENTS

- Must be able to perform all of the essential functions of the job, with or without reasonable accommodations.
- May be required to work unusual hours in emergency situations;
- Required to pass initial and periodic comprehensive background checks, which may include fingerprinting, to meet Federal, State, and /or industry security requirements; and
- Seven (7) year criminal background check and employment verification are required.

TYPICAL DUTIES

This description may not include all the duties listed below, nor do the examples cover all duties that may be performed.

~~Duties include but not limited to the following~~

Under general direction, the incumbent will:

- Provide leadership, in assigned area of responsibility, through ensuring that the City's Code of Ethics and Values and the Electric Department's vision, mission, goals and objectives are clear, ~~well articulated~~well-articulated and accepted; that the means and systems are available; and that the organization is driven by the need to efficiently and effectively satisfy customer expectations by focusing on the processes that serve them;
- Deploy continuous improvement tools like benchmarking, reengineering to create value for customers in the ways that they want them and establishing key process measures that meet the organization's needs;

- Develop and provide training for employees through coaching, empowering, and facilitating techniques to ensure that employees function in a collaborative team environment promoting organizational success; and
- Provide advocacy and a supportive culture for the resources and needs of employees;
- Implement processes and systems to achieve desired outcomes and meet expectations in the areas of budgeting (operating and capital), communication, contracting, staffing, information technology, public relations, performance standards, project management, telecommunications, controls and records management.
- And as assigned:
- Provide direction and leadership to ensure processes and procedures are in place to achieve compliance with environmental, safety and health regulations and laws; or
- Provide direction and leadership to create a culture of compliance for Federal Energy Regulatory Commission/North American Electric Reliability Corporation (FERC/NERC) Reliability Standards resulting in the establishment of process, procedures, internal controls, training/education programs and document management systems; or
- Provide information and analysis utilizing specialized and in some cases sophisticated techniques regarding trends in the utility industry (regulated and unregulated); trends in customer energy usage, service expectations in general and for specialized populations; trends in market strategies; studies of statistical pricing and cost of service; and strategic planning studies; or
- Identify system capacity expansion needs through coordination with internal and external stakeholders to ensure that facilities are properly integrated; that facilities are safely operated; and that the proper interconnections are made with the electric system; or
- Operate the front office trading and settlement operations consistent with the City's risk management policies; setting credit, trading limits; monitoring the purchase and sale of wholesale electricity and other energy-related commodities, including historic, short and long term timeframes, which are consistent with the City's risk management policies; or
- Manage environmental, regulatory and licensing compliance, safe operation and maintenance of the City's facilities and assets, and ensure that generation plant availability and operating efficiency measures are met; or
- Maintain knowledge and understanding on developing trends in the electric industry; and
- Perform other related work as assigned.

KNOWLEDGE, SKILLS, & ABILITIES

Knowledge of:

- Principles and practices of electrical utility planning and engineering involved in the development, construction, production, operation and maintenance of electrical systems in the interconnected utility area;
- Principles and practices in the use of resources and energy engineering analysis, the risk management of power trading transactions, the transmission, distribution, utilization and conservation of electricity, or in complex market research, economic forecasting, competitive pricing methods, statistical and financial analysis;
- Principles and practices of electrical utility administration, planning and engineering involved in the operation and maintenance, and environmental and regulatory compliance methods of the City's facilities;

- Applicable laws and regulations affecting the electric utility industry including environmental, health, safety, Occupational Safety and Health Administration (OSHA), and FERC/NERC Reliability Standards; understanding of internal controls, procedures and auditing processes;
- Principles of leadership and management of organizations through process analysis, coaching, empowering and facilitating employees working in a collaborative team environment with internal and external customers and stakeholders; and
- Principles and practices of budgeting (operating and capital), communication, contracting, Human Resources, information technology, public relations, project management, performance standards, telecommunications, controls and records management to achieve outcomes and expectations.

Ability to:

- Apply the skills necessary to provide for the leadership and management of organizations through process analysis, coaching, empowering and facilitating employees working in a collaborative team environment with internal and external customers and stakeholders;
- Create a culture that is conducive to change and that is one that is able to select, recruit, retain, develop and motivate a skilled and talented workforce where everyone understands their mission, role and job expectations; and goals and objectives are clear in order to create an organization that delivers excellent customer service;
- Negotiate cost-effective and mutually acceptable agreement terms;
- Interpret Federal and state regulations and assess impacts on the utility and ~~it's~~its customers;
- Prepare, analyze and forecast complex sets of data and prepare necessary, general and technical, memorandums, reports, and charts as assigned;
- Apply the knowledge, techniques and practices in budgeting (operating and capital), communications, contracting, Human Resources, information technology, public relations, project management, performance standards, controls and records management to achieve outcomes and expectations;
- Establish, negotiate and manage contracts to ensure consultants and contractors meet contract requirements;
- Identify requirements, in assigned area, to ensure for the safe, effective and efficient operation of the electric utility;
- Communicate effectively with subject matter experts, business stakeholders, plant operations, and information technology personnel;
- Use computer applications to prepare memos and procedural documentation;
- Create, manage and maintain complex filing and record systems; and
- Walk or stand for extended periods of time and bend, stoop, crawl, climb, lift or any other physical requirement as necessitated by the position to perform assigned duties.

SUPERVISION RECEIVED

Works under the general direction of the Director of Electric Utility, Assistant Director of Electric Utility or other managers as assigned.

SUPERVISION EXERCISED

Supervises managers, professionals, technical, administrative support, consultants, and other

assigned personnel.

CONFLICT OF INTEREST

Incumbents in this position are required to file a Conflict of Interest statement upon assuming office, annually, and upon leaving office, in accordance with City Manager's Directive 100.

CLASSIFICATION HISTORY

Established 7/2013; Revised 11/2024

24-866 Agenda Date: 11/19/2024

REPORT TO COUNCIL

SUBJECT
Action on a Resolution Approving the 2025 Board of Library Trustees Calendar of Meetings, and Setting the Number of Regular Board of Library Trustees Meetings

COUNCIL PILLAR
Enhance Community Engagement and Transparency

BACKGROUND
City Charter section 1003 states that each of the boards and commissions of the City shall hold regular meetings as required by ordinance. City Code section 2.120.030 states that each board or commission shall hold regular meetings at the times and on the days indicated by resolution of the City Council, and that such resolutions may be amended from time to time by further Council resolution.

Resolution 23-9290 (Attachment 1) which was adopted by the City Council on December 5, 2023 states that the Board of Library Trustees shall hold ten (10) Board of Library Trustee meetings per year, to meet monthly except January and July, set on the first Monday of every month and subject to the cancellation at the discretion of the City Manager for agenda management purposes. Resolution 23-9290 is the most recent resolution passed related to Board of Library Trustees Calendar.

DISCUSSION
At the September 16, 2024 Board of Library Trustees meeting, the Board approved a proposed calendar of meetings for 2025 (Attachment 2), and recommended Council approval of the Draft Resolution (Attachment 3).

The proposed calendar of meetings for 2025 specifies that two of the ten Board of Library Trustees meetings for 2025 will take place at the Mission Branch Library, and two at the Northside Branch Library, while the remaining six meetings will remain at Central Park Library.

The Draft Resolution establishes that the Board of Library Trustees Calendar for 2025 will include ten (10) meetings to be held at 6:00 p.m. on the first Monday of each month, with the exception of the months of January and July which shall not have meetings. The Resolution further establishes that meetings are subject to cancellation at the discretion of the City Manager for agenda management purposes. Lastly, the Resolution also provides that should the first Monday fall on a City holiday, the meeting would be held on the next non-holiday Monday.

ENVIRONMENTAL REVIEW
The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a

governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT
There is no fiscal impact other than staff time.

COORDINATION
This report has been coordinated with the City Manager's Office and the City Attorney's Office.

PUBLIC CONTACT
Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION
Adopt a Resolution setting the Board of Library Trustees regular meeting dates for the 2025 calendar year.

Reviewed by: Patty Wong, City Librarian
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS
1. Resolution No. 23-9290
2. 2025 Board of Library Trustees Meeting Calendar - Board Approved
3. Draft Resolution

RESOLUTION NO. 23-9290

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING RESOLUTION NO. 21-9016, APPROVING THE 2024 BOARD OF LIBRARY TRUSTEES CALENDAR OF MEETINGS, AND SETTING THE NUMBER OF REGULAR BOARD OF LIBRARY TRUSTEES MEETINGS

WHEREAS, Section 2.120.030 of the Santa Clara city Code ("SCCC") requires City boards and commissions to hold regular meetings at the times and on the days indicated by resolution of the Council;

WHEREAS, Resolution 21-9016 adopted by the City Council on October 26, 2021, states that the Board of Library Trustees shall hold its meetings on the first Monday of every month with the exception of January and July at 6:00 p.m. subject to cancellation at the discretion of the City Manager for agenda management purposes. Should the first Monday fall on a City holiday, the meeting would be held on the next non-holiday Monday; and,

WHEREAS, the Board of Library Trustees, at its September 11, 2023 meeting recommended a new meeting schedule for 2024 which proposes ten (10) regular meetings and a start time of 6:00 p.m.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City of Santa Clara hereby finds that the above Recitals are true and correct and by the reference makes them a part thereof.

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2. That the City Council hereby approves setting the Board of Library Trustees regular meeting start time at 6:00 p.m., and establishes ten (10) meetings per year, to meet monthly except January and July, set on every first Monday of each month, beginning in February, as set forth in the attached Board of Library Trustees 2024 Meeting Dates document, which meetings may be cancelled at the discretion of the City Manager based upon best practices for agenda management. That should the first Monday fall on a City holiday, the meeting would be held on the next non-holiday Monday.

3. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 5TH DAY OF DECEMBER, 2023, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:	Becker, Chahal, Hardy, Jain, Park, and Watanabe, and Mayor Gillmor
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. 2024 Board of Library Trustees Meeting Calendar

City of Santa Clara
The Center of What's Possible

Board of Library Trustees
2024 Meeting Calendar

All meetings start at 6:00 PM unless otherwise noted

Date	Location
February 5, 2024	Margie Edinger Room, Central Park Library 2635 Homestead Rd, Santa Clara, CA 95051
March 4, 2024	Margie Edinger Room, Central Park Library 2635 Homestead Rd, Santa Clara, CA 95051
April 1, 2024	Program Room, Northside Branch Library 695 Moreland Way, Santa Clara, CA 95054
May 6, 2024	Margie Edinger Room, Central Park Library 2635 Homestead Rd, Santa Clara, CA 95051
June 3, 2024	Community Room, Mission Branch Library 1098 Lexington St, Santa Clara, CA 95050
August 5, 2024	Margie Edinger Room, Central Park Library 2635 Homestead Rd, Santa Clara, CA 95051
September 16, 2024	Margie Edinger Room, Central Park Library 2635 Homestead Rd, Santa Clara, CA 95051
October 7, 2024	Program Room, Northside Branch Library 695 Moreland Way, Santa Clara, CA 95054
November 4, 2024	Margie Edinger Room, Central Park Library 2635 Homestead Rd, Santa Clara, CA 95051
December 2, 2024	Community Room, Mission Branch Library 1098 Lexington St, Santa Clara, CA 95050

City of Santa Clara
The Center of What's Possible

Board of Library Trustees
2025 Meeting Calendar

All meetings start at 6:00 PM unless otherwise noted

Date	Location
February 3, 2025	Margie Edinger Room, Central Park Library 2635 Homestead Rd, Santa Clara, CA 95051
March 3, 2025	Margie Edinger Room, Central Park Library 2635 Homestead Rd, Santa Clara, CA 95051
April 7, 2025	Program Room, Northside Branch Library 695 Moreland Way, Santa Clara, CA 95054
May 5, 2025	Margie Edinger Room, Central Park Library 2635 Homestead Rd, Santa Clara, CA 95051
June 2, 2025	Community Room, Mission Branch Library 1098 Lexington St, Santa Clara, CA 95050
August 4, 2025	Margie Edinger Room, Central Park Library 2635 Homestead Rd, Santa Clara, CA 95051
September 8, 2025	Margie Edinger Room, Central Park Library 2635 Homestead Rd, Santa Clara, CA 95051
October 6, 2025	Program Room, Northside Branch Library 695 Moreland Way, Santa Clara, CA 95054
November 3, 2025	Board Room, Central Park Library 2635 Homestead Rd, Santa Clara, CA 95051
December 1, 2025	Community Room, Mission Branch Library 1098 Lexington St, Santa Clara, CA 95050

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA AMENDING RESOLUTION NO. 23-9290, APPROVING THE 2025 BOARD OF LIBRARY TRUSTEES CALENDAR OF MEETINGS, AND SETTING THE NUMBER OF REGULAR BOARD OF LIBRARY TRUSTEES MEETINGS

WHEREAS, Section 2.120.030 of the Santa Clara city Code ("SCCC") requires City boards and commissions to hold regular meetings at the times and on the days indicated by resolution of the Council;

WHEREAS, Resolution 23-9290 adopted by the City Council on December 5, 2023, states that the Board of Library Trustees shall hold its meetings on the first Monday of every month with the exception of January and July at 6:00 p.m. subject to cancellation at the discretion of the City Manager for agenda management purposes. Should the first Monday fall on a City holiday, the meeting would be held on the next non-holiday Monday; and,

WHEREAS, the Board of Library Trustees, at its September 16, 2024 meeting recommended a new meeting schedule for 2025 which proposes ten (10) regular meetings and a start time of 6:00 p.m.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City of Santa Clara hereby finds that the above Recitals are true and correct and by the reference makes them a part thereof.

2. That the City Council hereby approves setting the Board of Library Trustees regular meeting start time at 6:00 p.m., and establishes ten (10) meetings per year, to meet monthly except January and July, set on every first Monday of each month, beginning in February, as set forth in the attached Board of Library Trustees 2025 Meeting Dates document, which meetings may be cancelled at the discretion of the City Manager based upon best practices for agenda management. That should the first Monday fall on a City holiday, the meeting would be held on the next non-holiday Monday.

3. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ___ DAY OF _____, 2024 BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. 2025 Board of Library Trustees Meeting Calendar

City of Santa Clara
The Center of What's Possible

Board of Library Trustees
2025 Meeting Calendar

All meetings start at 6:00 PM unless otherwise noted

Date	Location
February 3, 2025	Margie Edinger Room, Central Park Library 2635 Homestead Rd, Santa Clara, CA 95051
March 3, 2025	Margie Edinger Room, Central Park Library 2635 Homestead Rd, Santa Clara, CA 95051
April 7, 2025	Program Room, Northside Branch Library 695 Moreland Way, Santa Clara, CA 95054
May 5, 2025	Margie Edinger Room, Central Park Library 2635 Homestead Rd, Santa Clara, CA 95051
June 2, 2025	Community Room, Mission Branch Library 1098 Lexington St, Santa Clara, CA 95050
August 4, 2025	Margie Edinger Room, Central Park Library 2635 Homestead Rd, Santa Clara, CA 95051
September 8, 2025	Margie Edinger Room, Central Park Library 2635 Homestead Rd, Santa Clara, CA 95051
October 6, 2025	Program Room, Northside Branch Library 695 Moreland Way, Santa Clara, CA 95054
November 3, 2025	Board Room, Central Park Library 2635 Homestead Rd, Santa Clara, CA 95051
December 1, 2025	Community Room, Mission Branch Library 1098 Lexington St, Santa Clara, CA 95050

24-1124 Agenda Date: 11/19/2024

REPORT TO COUNCIL

SUBJECT
Appointment of Alternate Cultural Commission Member to the Santa Clara Station Area Plan Task Force (SATF)

COUNCIL PILLAR
Promote and Enhance Economic, Housing and Transportation Development

BACKGROUND
On December 6, 2022, the City Council reviewed the recommended SATF members and appointed the following seven individuals:

- Jonathon Evans - Representative of Old Quad Residents Association (OQRA)
- Dan Ondrasek - Representative of Reclaiming Our Downtown (ROD)
- Dave Schoenwetter - Representative of Santa Clara University (SCU)
- Patricia Leung - Representative of the Historical and Landmarks Commission
- Candida Diaz - Representative of the Cultural Commission
- Rob Mayer - Architect and Santa Clara resident
- Jane Casamajor - Representative of the Bicycle Pedestrian Advisory Committee (BPAC)

Following an application and interview process, the City Council appointed four additional members to the SATF on April 11, 2023:

- Jill Hough - Professional Transportation Planner
- Dylan Plane - Real estate professional
- Michael Stockwell - Chairman of the South Bay Historical Railroad Society
- Ray Hashimoto - Planning consultant and Santa Clara resident

In November 2023, Jane Casamajor, who represented the BPAC on the SATF resigned and the BPAC selected and, subsequently City Council appointed, Sukrit Ganesh to the SATF.

In October 2024, Candida Diaz, who represented the Cultural Commission on the SATF, resigned from the SATF.

DISCUSSION
At the November 2, 2024, meeting, the Cultural Commission selected a new representative from their group to serve on the SATF. The proposed new representative is Jonathan Marinaro.

If appointed, Jonathan Marinaro will begin serving on the SATF at the next scheduled meeting.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment. The Santa Clara Station Area Plan itself will undergo environmental review and an environmental document will be brought to the City Council at the time when the Council considers the Plan.

FISCAL IMPACT

There is no fiscal impact to the City for appointing the Santa Clara Station Area Plan Task Force other than administrative staff time and expense.

COORDINATION

This report has been coordinated with the City Attorney’s Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

ALTERNATIVES

1. Appoint Jonathan Marinaro to represent the Cultural Commission on the SATF.
2. Provide staff alternative direction on how to fill the vacancy on the SATF.

RECOMMENDATION

Appoint Jonathan Marinaro to represent the Cultural Commission on the SATF.

Reviewed by: Reena Brilliot, Acting Community Development Director
Approved by: Jovan D. Grogan, City Manager

24-1078 Agenda Date: 11/19/2024

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT
Action on Stadium Authority Bills and Claims for the Month of September 2024

BOARD PILLARS
Enhance Community Engagement and Transparency
Ensure Compliance with Measure J and Manage Levi's Stadium

BACKGROUND
Disbursements made by the Stadium Authority are based on invoices submitted for payment. Prior to payment, staff reviews all disbursement documents to ensure that the invoiced goods or services have been provided.

The Bills and Claims listing represents the cash disbursements required of normal and usual operations during September 2024. Budget control is set by the Stadium Authority Board through the budget adoption process.

DISCUSSION
At its March 12, 2024 meeting, the Stadium Authority Board adopted the Santa Clara Stadium Authority Fiscal Year 2024-25 Operating, Debt Service, and Capital Budget which runs from April 1, 2024 to March 31, 2025. Significant expenditures (greater than $5,000) paid in September 2024 include:

- Payments totaling $239,216.90 to the City of Santa Clara for reimbursement of General and Administrative (G&A) City payroll costs (e.g., Executive Director's Office (City Manager's Office), Stadium Authority Counsel's Office (City Attorney's Office), and Treasurer's Office (Finance Department))
- Payment totaling $842,637.03 to Forty Niners SC Stadium Company, LLC for Community Facilities District Advance Payment - Principal & Interest
- Payment totaling $1,356,832.18 to Forty Niners Stadium Management Company, LLC for September 2024 Stadium Manager Expenses, inclusive of Shared Stadium Expenses
- Payment totaling $52,125.00 to KPMG LLP for SCSA Audit Services
- Payment totaling $48,430.00 to Populous Group, LLC for the following:
    - $18,930.00 for CapEx Project - Women's Locker Room
    - $10,000.00 for CapEx Project - Lighting Systems - Fixture Replacement of Major Outdoor Lighting / LED Retrofit / Sports Lighting
    - $19,500.00 for CapEx Project - Lighting System - Field / Sport Lighting LED Retrofit

Names of law firms have been redacted from the Bills and Claims report. The Supreme Court of California in Los Angeles County Board of Supervisors v. Superior Court, (2016) 2 Cal.5th 282, held

that invoices specifying the amounts billed by a law firm to a client fall within the scope of attorney-client privilege while the matters are active. In accordance with the Supreme Court's ruling, the names of law firms retained by the Stadium Authority, and the specific amounts billed by each, have been redacted from the public report to maintain the confidentiality of billing records for specific legal services. The aggregate amount spent on legal services in the subject time period has been provided.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to section 15378(b)(4) of Title 14 of the California Code of Regulations in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

FISCAL IMPACT

The fiscal impact to the Stadium Authority is $2,548,619.94.

COORDINATION

This report has been coordinated with the Executive Director and Stadium Authority Counsel's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Approve the list of Stadium Authority Bills and Claims for September 2024.

Reviewed by: Kenn Lee, Treasurer
Approved by: Jovan D. Grogan, Executive Director

ATTACHMENTS

1. September 2024 SCSA Bills and Claims

Santa Clara Stadium Authority

Bills and Claims
Expenses Paid by Wire or ACH Transfer
For the Month of September 2024

Payment Date	Vendor	Invoice No.	Description	Fund		Amount
9/20/2024	City of Santa Clara	N/A	B2416 SCSA Admin Payroll Costs	Operating	$ 81,009.36	
9/20/2024	City of Santa Clara	N/A	B2417 SCSA Admin Payroll Costs	Operating	70,267.50	
9/30/2024	City of Santa Clara	N/A	B2418 SCSA Admin Payroll Costs	Operating	87,940.04	
						$ 239,216.90
9/30/2024	Forty Niners SC Stadium Co, LLC	N/A	CFD Advance Payment - Principal & Interest	Debt Service		842,637.03
9/3/2024	Forty Niners Stadium Management Co, LLC	SLS-24714	September 2024 Stadium Manager Expenses - Security	Operating	133,473.00	
9/3/2024	Forty Niners Stadium Management Co, LLC	SLS-24714	September 2024 Stadium Manager Expenses - Stadium Ops	Operating	281,995.00	
9/3/2024	Forty Niners Stadium Management Co, LLC	SLS-24714	September 2024 Stadium Manager Expenses - Engineering	Operating	327,933.00	
9/3/2024	Forty Niners Stadium Management Co, LLC	SLS-24714	September 2024 Stadium Manager Expenses - Guest Services	Operating	51,714.00	
9/3/2024	Forty Niners Stadium Management Co, LLC	SLS-24714	September 2024 Stadium Manager Expenses - Groundskeeping	Operating	26,374.00	
9/3/2024	Forty Niners Stadium Management Co, LLC	SLS-24714	September 2024 Stadium Manager Expenses - SBL Sales & Service	Operating	203,970.46	
9/3/2024	Forty Niners Stadium Management Co, LLC	SLS-24714	September 2024 Stadium Manager Expenses - BNY Inclusive	Operating	180,000.00	
9/3/2024	Forty Niners Stadium Management Co, LLC	SLS-24714	September 2024 Stadium Manager Expenses - Insurance	Operating	86,686.52	
9/3/2024	Forty Niners Stadium Management Co, LLC	SLS-24714	September 2024 Stadium Manager Expenses - StadCo Tenant Improvements	Operating	2,371.45	
9/3/2024	Forty Niners Stadium Management Co, LLC	SLS-24714	September 2024 Stadium Manager Expenses - Other G&A	Operating	62,314.75	
						1,356,832.18
9/30/2024	Canyon Oaks Ventures LLC	0100	Non-NFL Event Market Research	Operating		1,950.00
9/30/2024	Hellmuth, Obata & Kassabaum, Inc.	21.04091.12-2	CapEx Project - Plumbing - Boilers	CapEx		1,995.00
9/27/2024	KPMG LLP	8005619054	SCSA Audit Services	Operating	46,821.00	
9/27/2024	KPMG LLP	8005622075	SCSA Audit Services	Operating	5,304.00	
						52,125.00
9/30/2024	M. Arthur Gensler Jr. & Associates, Inc.	1138402	CapEx Project - Smoke Evacuation System - Fire Smoke Curtain Replacement	CapEx	650.00	
9/30/2024	M. Arthur Gensler Jr. & Associates, Inc.	1138403	CapEx Project - Security General Allowance	CapEx	1,950.00	
						2,600.00
9/30/2024	Populous Group, LLC	0078615	CapEx Project - Women's Locker Room	CapEx	18,930.00	
9/30/2024	Populous Group, LLC	0078616	CapEx Project - Lighting Systems - Fixture Replacement of Major Outdoor Lighting / LED Retrofit / Sports Lighting	CapEx	10,000.00	
9/30/2024	Populous Group, LLC	0078616	CapEx Project - Lighting System - Field / Sport Lighting LED Retrofit	CapEx	19,500.00	
						48,430.00
9/27/2024	[redacted]	1504389	Legal Services (August 2024)	Operating		2,833.83
			September 2024 Total			**$ 2,548,619.94**

24-1105 **Agenda Date: 11/19/2024**

REPORT TO CITY COUNCIL

SUBJECT

PUBLIC HEARING: Action on an Environmental Impact Report and Mitigation Monitoring and Reporting Program, General Plan Amendment from High-Intensity Office/Research-and-Development to newly created Urban Center Mixed Use and Urban Center Residential Mixed Use land use designations, a Rezoning to PD - Planned Development, a Vesting Tentative Subdivision Map, and Introduction of an Ordinance to Approve a Development Agreement for a Mixed Use Project at 3005 Democracy Way comprised of up to 1,800 units (approximately 1.8 million square feet of residential uses), up to 3 million square feet of office/research-and-development, approximately 100,000 square feet of retail, and approximately 10,000 square feet of childcare facilities (“Option A”), with a project alternative (“Option B”) that allows for the flexibility of up to an additional 800 dwelling units (for a total of up to 2,600 residential units) with a corresponding reduction in office/research and development square footage to 2.2 million square feet.

COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

EXECUTIVE SUMMARY

In March of 2022, the applicant, Kylli Inc., submitted the subject project proposal, known as Mission Point, to redevelop the subject 48.6-acre site located on the south side of Tasman Drive between Old Ironsides Drive to the east, Patrick Henry Drive to the west, and the right-of-way associated with the Hetch Hetchy aqueduct to the south, with up to 4,913,000 gross square feet of new development, including:

- 1.8 million square feet of residential uses (up to 1,800 units),
- up to 3 million square feet of office/research-and-development (R&D),
- up to 100,000 square feet of commercial retail,
- approximately 10,000 square feet of childcare facilities, and
- an 18,000 square-foot electrical substation may also be constructed on-site.

The project proposal includes a General Plan Amendment from High-Intensity Office/Research-and-Development (R&D) to newly created Urban Center Mission Point and Urban Center Mixed land use designations, a Rezoning from HO-RD High-Intensity Office/Research and Development to PD - Planned Development, a Vesting Tentative Subdivision Map, and a Development Agreement. Subsequent Architectural Review approvals would be required for the design of specific components of the project. These applications are submitted pursuant to Santa Clara City Code Chapters 18.142 (Amendments), 18.54 of the “Classic” Code (Regulations for PD and Combined Zoning Districts), 17.05 (Subdivisions) and 17.10 (Development Agreements).

A Final Environmental Impact Report (EIR) was prepared for the proposed project as required under the California Environmental Quality Act (CEQA). Except for two air quality and noise impacts that are significant and unavoidable even with mitigation, all of the significant and potentially significant impacts of the proposed project would be reduced to less than significant level with the incorporation of mitigation measures. A detailed discussion of the potential impacts and mitigation measures to be applied to the project are specified in the environmental document, provided in Attachment 4.

On October 23, 2024, the Planning Commission considered the development proposal. At the October 23rd meeting, the applicant shared a plan alternative that had been studied in the EIR, but was not part of the description in the project application. The alternative would allow an additional 800 residential units and a corresponding reduction in office development. As this alternative development option was not noticed to the public, the Planning Commission voted to continue the project until November 6, 2024 to provide public notice and consider the alternative option. At the November 6, 2024 Planning Commission meeting, the Commission voted to recommend to the City Council approval of the alternative development option, “Option B”, with a vote of 5-1-1 (Commissioner Bouza opposed, Commissioner Cherukuru absent).

BACKGROUND

The project site is located on nine parcels totaling approximately 46 acres, as well as the Democracy Way right-of-way, a privately owned street, that is subject to an existing public right-of-way easement that covers approximately 2.6 acres, for a combined total project area of 48.6 acres. The project site is bounded by Tasman Drive to the north, Old Ironsides Drive to the east, the right-of-way associated with the Hetch Hetchy aqueduct to the south, and Patrick Henry Drive to the west. The Patrick Henry Drive Specific Plan area is located directly to the south beyond the Hetch Hetchy right-of-way. The site is within walking distance of multiple Santa Clara Valley Transportation Authority (VTA) light rail stations, as well as the Great America station, which is served by Amtrak’s Capital Corridor and Altamont Corridor Express.

The project site is currently occupied by four light industrial buildings on the northern portion of the site. The current primary use of the site is temporary parking for Levi’s Stadium, providing 3,300 parking spaces for stadium events. Prior to use as a temporary parking lot, the site had six single-story office and industrial buildings. The previous owner demolished the buildings to prepare the site for redevelopment (former planned Yahoo! campus).

The primary issues for the City Council to consider in evaluating the proposed project are consistency with the General Plan and proposed design standards, development plan and development schedule associated with the Planned Development Zoning. The City Council can review these standards and development plan and identify areas where they may be enhanced, modified, or further developed to address City objectives and priorities. An analysis of the project’s consistency with the General Plan and applicable Zoning Code sections is provided in the Planning Commission reports provided as Attachment 1 to this report.

DISCUSSION

At the October 23, 2024 Planning Commission meeting, the Commission considered the Mission Point development proposal, including an Environmental Impact Report, General Plan Amendment, Rezoning to Planned Development, Tentative Map, and Development Agreement to allow Development of up to 1,800 Multi-Family Residential Units; 3 million Square Feet of Office/Research-

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and-Development (R&D); up to 100,000 Square Feet of Commercial Retail; and Open Space. The development is proposed in four site plan areas called Area A, B, C, & D and would allow for housing in Area D only. Attachment 1 is the staff report prepared for the October 23, 2024 Planning Commission meeting and includes the original proposal, “Option A”.

At the October 23rd meeting, the applicant’s presentation shared a plan alternative that had been studied in the EIR, but was not part of the description in the project application, to allow an additional 800 units of residential development in Area C, “Option B”, which is beyond the 1,800 units of what was initially proposed in area D. Before they acted on the project, the Planning Commission deliberated on the merits of adding another 800 residential units to the development program. Their discussion included the adequacy of parkland and parking, as well as affordable housing. The Planning Commission voted to continue the project until their next meeting on November 6, 2024 in order for the alternative development option to be publicly noticed with documents updated, and more analysis conducted and presented on the alternate scenario.

At the November 6, 2024 Planning Commission meeting, staff provided the Commission with an analysis of Option B by stating that the reduction in office square footage and the increase in residential units for the site is consistent with the General Plan as the mix of uses still supports transit, minimizing vehicle miles traveled, and is compatible with existing and proposed surrounding uses. The request was also determined to result in environmental impacts that are the same as or similar to those of the proposed project (“Option A”).

Development Agreement

The project proposal includes a Development Agreement (DA) between the City and the property owner, Kylli, Inc. The purpose of the DA is to establish the terms and obligations of development by both parties, as well as the order and timing of these obligations.

Basic terms of the DA include:

Term: Initial 10 years term with up to three five-year extensions. Up to 25 years to develop the Project.

Extensions: Each extension can be earned either through delivery of community benefits or through an extension payment option that is based on the remaining maximum allowed square feet of the Project. This is calculated starting at $1 per square foot, as adjusted for increases in CPI from the effective date and increases by $0.50 per square foot for each subsequent extension. The extension payment option allows for the extension of the term of the agreement but does not change the developer’s obligations to provide the community benefits required under the DA.

Community Benefits:

- Affordable Housing: 15% of the units at a maximum average AMI level of 80% rather than the required 100% as provided under the City’s Affordable Housing Ordinance.

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- Grocery Store: Minimum 10,000 sf Grocery Store
- Childcare Center: Minimum 8,000 sf Childcare Center
- Public Park Maintenance: Project will maintain public parks and trails within the Project for a minimum of 40 years
- Park Improvements: Minimum 1.5 acres of parkland including play areas for children ages 2-5 and 5-12.
- Arts and Cultural Programming: Public Art with an aggregate value of $5 million.
- Regional Traffic Fees: Up to $3 million toward traffic intersection improvements.
- Fire Station Equipment Costs: $3.5 million in funding for the purchase of a tractor-drawn aerial apparatus and fire engine.
- Sales and Use Tax: Developer will also ensure that all contractors and subcontractors establish a job-site sub-permit for sale and use tax collection from the Project.

Option B: With the addition of the alternative development proposal, the applicant is proposing to add the following community benefits to the DA:

- Additional park on Area C: Deliver a minimum of 1.5 acres of parkland in Area C upon development of residential on the site.
- Residential Parking: Residential parking ratio of 1 space per residential unit on Area C and Area D of which up to twenty-five percent (25%) of these minimum may be provided through shared parking. This requirement has also been included in Option A.

Development Agreements are enforceable contracts, and in the event either party fails to comply with a term of the Agreement, the other party can bring an action to enforce the Agreement. This DA includes a requirement that the parties must go through mediation prior to the initiation of any litigation.

Attachment 2 is the staff report prepared for the November 6, 2024 Planning Commission meeting and includes information on the revised project proposal, “Option B”.

Economic/Fiscal Analysis

Sales and property tax revenues will accrue to the City, as well as to nearby agencies that benefit from the increases in the distribution of property tax that will grow as the project develops and is

occupied. The economic analysis provided by the Developer's economic consultant (which was peer reviewed by the City's economic consultant, Keyser Marston Associates) projects as follows:

- For Option A, the fiscal surplus from the project (General Fund tax revenues minus expenditures) is estimated to generate a $4.0 million annual net surplus to the City General Fund upon full buildout. The net additional funds will be available to support other city services. For Option B, the fiscal surplus is estimated to be $3.1 million.

- The residential phase alone is projected to generate a $0.3 million annual net surplus to the City General Fund.

The project will create a substantial number and variety of jobs for residents in the City and region, and provide new retail, grocery and childcare services to residents in the area. Finally, the public benefits of the project include the purchase of fire station apparatus and a commitment that at least 15% of all residential units on the sites will be affordable at a maximum average of 80% AMI and the contribution of park space and maintenance costs.

At the November 6 Planning Commission meeting, the applicant provided a presentation, and there were seven members of the public who spoke on the item. Members of the public generally supported the project, with a few speakers concerned about a lack of an agreement with union labor for construction of the project and that the EIR did not disclose the impacts of the loss of event parking for Levi’s stadium. The Planning Commission questioned the applicant and staff on parking adequacy and potential for building sinkage. The EIR analyzed Static Settlement, Subsidence, or Collapse and a mitigation measure is included in the Mitigation Monitoring and Reporting Program (MMRP) that prior to building permit, and during building design, the Project Sponsor shall define the extent and depth of fill materials that would be placed on the Project site in the Project plans. The Project Sponsor shall hire a qualified geotechnical engineer to prepare a design-level geotechnical report for the Project. As for parking, AB2097 (2022) prohibits applying parking requirements within ½ mile of transit the app, which applies to the project site; however, the applicant has agreed in the Development Agreement to provide 1 parking space per residential unit with 25% of that parking being in a shared arrangement as a standard. The remainder of parking for the site will be provided as determined by the applicant. A Transportation Demand Management (TDM) plan that will promote use of public transportation is also required for the project.

The Planning Commission then deliberated on the proposal for both Options A and B. The Planning Commission voted 5-1-1 to recommend to the City Council approval of an EIR and MMRP, General Plan Amendment from High-Intensity Office/Research-and-Development to newly created Urban Center Mixed Use and Urban Center Mission Point land use designations, a Rezoning to PD - Planned Development, a Vesting Tentative Subdivision Map, and a Development Agreement for Option B. In summary, Option B would entitle a mixed use project with up to 3 million square feet of office/research-and-development, approximately 100,000 square feet of retail, and approximately 10,000 square feet of childcare facilities with a project alternative that allows for the flexibility of up to an additional 800 dwelling units (for a total of up to 2,600 residential units) with a corresponding reduction in office/research and development square footage to 2.2 million square feet.

The Commission also made three other motions to recommend that the City Council: (1) seriously consider additional parking requirements for a successful project as the parking ratio provided raises

great concern with the Planning Commission; (2) include the Planning Commission's recommended condition of approval in the Planned Development conditions to encourage the Owner and any contractors or subcontractors working on the project to evaluate hiring local labor, hiring from or contributing to approved, accredited apprenticeship programs, increasing resources for labor compliance, and providing living wages during the development of this Project; and (3) for the City Council to engage with the State of California about the cumulative impact of state-mandated high density housing policies on the environment and City resources, given concerns over long-term sustainability as available land and resources continue to diminish.

Staff Recommendation - Option B

The fiscal analysis of Option A and Option B show that there is approximately a $900,000 difference, with Option A providing about $4.0M in net revenue to the General Fund, versus Option B providing $3.1M in net revenue. This is approximately a 23% difference in revenue to the City between these options, as residential uses typically result in greater City expenses given the higher provision of services compared to office/industrial uses.

The fiscal analysis assumes the full build out of the project; however Option B allows for added flexibility which may allow the redevelopment of development Area C sooner as there is currently a stronger market for residential than office development and near term redevelopment would therefore increase property taxes and increased City revenue sooner.

Option B presents an opportunity for additional housing which is valuable to the City in meeting its Regional Housing Needs Allocation, which is the City's housing obligation to the State through the City's certified Housing Element. Kylli Mission Point was not an identified site in the City's Housing Element; however the increase in 800 housing units provided in Option B, specifically with the project's Development Agreement requirement to provide 15% of units at an average of 80% AMI or lower, would provide a total of at least 390 affordable units with Option B versus 270 affordable units provided with Option A. These added affordable units would be helpful for the City to achieve its specific RHNA requirements of 1,653 low income units and 1,981 moderate income units.

ENVIRONMENTAL REVIEW

An Environmental Impact Report (EIR) was prepared in accordance with the California Environmental Quality Act (CEQA) and circulated for a 45-day public review between November 17, 2023 and January 2, 2024. A total of eight comments were received during the comment period. Seven were from local/regional agencies: Caltrans, California Department of Toxic Substances Control, Santa Clara Unified School District, Santa Clara Valley Water District, San Jose Mineta International Airport, San Francisco Public Utilities Commission, and Santa Clara Valley Transportation Authority. The eighth letter received was from a law firm representing Silicon Valley Residents for Responsible Development. None of the comment letters provided substantial evidence that the CEQA analysis is otherwise inadequate and recirculation of the EIR is therefore not required. Responses to the Draft EIR comments, as well as minor text changes and clarifications, in the form of a Final EIR, were made available to the public through the City's website on March 13, 2024 and have been forwarded on to any commenters on the Draft EIR. A website link to the Final EIR, Mitigation, Monitoring and Reporting Program (MMRP), CEQA Findings, and Response to Comments is provided in Attachment 4 to this report.

The EIR identified potential environmental impacts associated with project and identified traffic, greenhouse gas, energy, biology, geology and soils, cultural resources, tribal cultural resources,

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utilities, water quality, and hazards and hazardous materials as having impacts that with the incorporation of mitigation measures would be reduced to less than significant. The EIR also identified air quality and noise as having a significant unavoidable impact with mitigation incorporated. Attachment 6 and 8 includes a Statement of Overriding Considerations regarding impacts that cannot be mitigated for Options A and B respectively.

A detailed discussion of the potential impacts and mitigation measures to be applied are specified in the EIR and would be implemented through project conditions of approval and the MMRP for the proposed project.

FISCAL IMPACT

There is no fiscal impact to the City other than administrative staff time and expense to prepare this report.

COORDINATION

This report has been coordinated with the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

On November 6, 2024 a notice of the public hearing scheduled for November 19, 2024 was published in The Weekly, a newspaper of general circulation, and on November 7, 2024, a notice of public hearing of this item was posted on the project site and in three locations within the City and was mailed to property owners within a quarter mile of the project site.

The project applicant held a total of 11 community meetings and workshops between November 2017 and June 2023. Several of the meetings were specific to different neighborhood groups (Adobe Wells residents and Rivermark residents), while others focused on specific topics such as parkland and open space. Most recently, a community meeting was held at Mission College on February 29, 2024 to show the plan to the community as it would be presented to the Planning Commission and City Council for their consideration. There were approximately 35 attendees. The audience asked questions about bicycle connectivity, affordable housing, stadium events, and project funding.

ALTERNATIVES

Option A

1. Adopt a resolution to certify the Final EIR prepared for the Mission Point Project (SCH # 2018072068) and adopt a Mitigation Monitoring and Reporting Program, CEQA Findings, and a Statement of Overriding Considerations, "Option A".

2. Adopt a resolution to approve a General Plan Amendment to add new land use designations, Urban Center Mixed-Use (UCMU) and Urban Center Mission Point (UCMP), and to change the land use designation for the project site from High Intensity Office/Research & Development (HI

O/R&D) to UCMU (on Area D) and UCMP (on Areas A, B, and C), “Option A”.

3. Adopt a resolution to approve the Planned Development Rezoning from HO-RD - High-Intensity Office/Research and Development to PD - Planned Development with land use “Option A”.
4. Adopt a resolution to approve a Vesting Tentative Subdivision Map, “Option A”.
5. Waive first reading and introduce an ordinance approving the Development Agreement, “Option A”.

Option B

6. Adopt a resolution to certify the Final EIR prepared for the Mission Point Project (SCH # 2018072068) and adopt a Mitigation Monitoring and Reporting Program, CEQA Findings, and a Statement of Overriding Considerations, “Option B”.
7. Adopt a resolution to approve a General Plan amendment to add new land use designations, Urban Center Mixed-Use (UCMU) and Urban Center Mission Point (UCMP), and to change the land use designation for the project site from High Intensity Office/Research & Development (HI O/R&D) to UCMU (on Areas C and D) and UCMP (on Areas A and B), “Option B”.
8. Adopt a resolution to approve the Planned Development Rezoning from HO-RD - High-Intensity Office/Research and Development to PD - Planned Development, with land use “Option B”.
9. Adopt a resolution to approve the Planned Development Rezoning from HO-RD - High-Intensity Office/Research and Development to PD - Planned Development, with land use “Option B”, and added Condition of Approval encouraging the use of union labor as recommended by the Planning Commission.
10. Adopt a resolution to approve a Vesting Tentative Subdivision Map, “Option B”.
11. Waive first reading and introduce an ordinance approving the Development Agreement, “Option B”.

Project Deferral or Denial

12. Defer making a decision, by continuing the hearing to a future meeting and directing staff to work with the Developer to revise the Project.
13. Deny the project, by disapproving the EIR, General Plan Amendment, Rezoning, Vesting Tentative Subdivision Map, and Development Agreement

RECOMMENDATION

Option B

1. Adopt a resolution to certify the Final EIR prepared for the Mission Point Project (SCH # 2018072068) and adopt a Mitigation Monitoring and Reporting Program, CEQA Findings, and a Statement of Overriding Considerations, “Option B”.
2. Adopt a resolution to approve a General Plan Amendment to add new land use designations, Urban Center Mixed-Use (UCMU) and Urban Center Mission Point (UCMP), and to change the land use designation for the project site from High Intensity Office/Research & Development (HI O/R&D) to UCMU (on Areas C and D) and UCMP (on Areas A and B), “Option B”.
3. Adopt a resolution to approve the Planned Development Rezoning from HO-RD - High-Intensity Office/Research and Development to PD - Planned Development, with land use “Option B”.
4. Adopt a resolution to approve a Vesting Tentative Subdivision Map, “Option B”.
5. Waive first reading and introduce an ordinance to approve the Development Agreement, “Option B”.

Reviewed by: Reena Brilliot, Acting Director, Community Development Department
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. October 23, 2024 Planning Commission Staff Report
2. November 6, 2024 Planning Commission Staff Report
3. Land Use Table
4. Web Links to the PD Rezoning, Final Environmental Impact Report, Mitigation, Monitoring, and Reporting Program, Response to Comments
5. Final EIR Resolution Option A
6. CEQA Findings and Statement of Overriding Considerations Option A
7. Final EIR Resolution Option B
8. CEQA Findings and Statement of Overriding Considerations Option B
9. Final EIR Attachment 3 Impacts of Option B
10. General Plan Amendment Resolution Option A
11. General Plan Amendment Resolution Option B
12. PD Rezoning Resolution Option A
13. PD Rezoning Conditions of Approval Option A
14. PD Rezoning Resolution Option B
15. PD Rezoning Conditions of Approval Option B
16. PD Rezoning Resolution Option B, Planning Commission Recommendation
17. PD Rezoning Conditions of Approval Option B, Planning Commission Recommendation
18. Tentative Subdivision Map Resolution Option A
19. Tentative Subdivision Map Resolution Option B
20. Tentative Subdivision Map Conditions of Approval
21. Development Agreement Ordinance Option A
22. Development Agreement Option A
23. Development Agreement Ordinance Option B
24. Development Agreement Option B
25. Public Correspondence
26. Keyser Marston Associates Peer Review of Fiscal Impact Analysis

24-122 Agenda Date: 10/23/2024

REPORT TO PLANNING COMMISSION

SUBJECT

PUBLIC HEARING: Action on an Environmental Impact Report and Mitigation Monitoring and Reporting Program, General Plan Amendment, Planned Development Rezone, Vesting Tentative Subdivision Map, and Development Agreement for the Mission Point by Kylli Mixed-Use Project Located at 3005 Democracy Way to Allow the Development of up to 1,800 Multi-Family Residential Units; 3 million Square Feet of Office/Research-and-Development (R&D); up to 100,000 Square Feet of Commercial Retail; and Open Space

COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

EXECUTIVE SUMMARY

The applicant, Kylli Inc., proposes to redevelop the existing 48.6-acre site with up to 4,913,000 gross square feet of new development, including:

- 1.8 million square feet of residential uses (up to 1,800 units)
- up to three million square feet of office/research-and-development (R&D)
- up to 100,000 square feet of commercial retail
- approximately 10,000 square feet of childcare facilities

An 18,000 square-foot electrical substation would also be constructed on-site.

The project includes a General Plan Amendment from High-Intensity Office/Research-and-Development (R&D) to newly created Urban Center Mission Point and Urban Center Mixed Use designations, a Rezoning from HO-RD High-Intensity Office/Research and Development to PD - Planned Development, a Vesting Tentative Subdivision Map, and a Development Agreement. Subsequent Architectural Review approvals would be required for the design of specific components of the project. These applications are submitted pursuant to Santa Clara City Code Chapters 18.142 (Amendments), 18.54 of the “Classic” Code (Regulations for PD and Combined Zoning Districts), 17.05 (Subdivisions) and 17.10 (Development Agreements).

A Final Environmental Impact Report (EIR) was prepared for the proposed project as required under the California Environmental Quality Act (CEQA). Except for two air quality and noise impacts that are significant and unavoidable even with mitigation, all of the significant and potentially significant impacts of the proposed project would be reduced to less than significant level with the incorporation of mitigation measures. A detailed discussion of the potential impacts and mitigation measures to be applied to the project are specified in the environmental document.

BACKGROUND

The project site is located on nine parcels totaling approximately 46 acres, as well as the Democracy Way right-of-way, a privately owned street that is subject to an existing public right-of-way easement that covers approximately 2.6 acres, for a combined total project area of 48.6 acres. The project site is bounded by Tasman Drive to the north, Old Ironsides Drive to the east, the right-of-way associated with the Hetch Hetchy aqueduct to the south, and Patrick Henry Drive to the west. The Patrick Henry Drive Specific Plan area is located directly to the south beyond the Hetch Hetchy right-of-way. The site is within walking distance of multiple Santa Clara Valley Transportation Authority (VTA) light rail stations as well as Great America station, which is served by Amtrak's Capital Corridor and Altamont Corridor Express.

The project site is currently occupied by four light industrial buildings on the northern portion of the site. The current primary use of the site is temporary parking for Levi's Stadium, providing 3,300 parking spaces for stadium events. The remaining parking spaces are used by Amazon as a drivers' training ground. Prior to use as a temporary parking lot, the site had six single-story office and industrial buildings. The previous owner demolished the buildings to prepare the site for redevelopment (former planned Yahoo! campus).

Project History

The subject General Plan Amendment (GPA) application was submitted on October 17, 2017. In accordance with the City Council's Early Consideration Policy for General Plan Amendment Applications in effect at that time, the City Council considered the potential General Plan Amendment at a public hearing on January 23, 2018. Following a public hearing, the City Council directed staff and the applicant to continue processing the GPA application, which contemplated building heights up to 600 feet and land uses including up to:

- 3.5 million square feet of office/R&D
- 400,000 square feet of office amenity/hotel
- 6.1 million square feet of residential uses (approximately 6,000 dwelling units)
- 600,000 square feet of residential amenity space and retail

The applicant submitted a Planned Development Rezoning Application in July 2018 and also started the environmental review process in accordance with CEQA. The City released the Environmental Impact Report (EIR) Notice of Preparation (NOP) in July 2018 and a revised version on October 1, 2018. The City of San Jose Airport Department subsequently provided NOP comments identifying inconsistencies with the proposed project heights and Federal Aviation Administration (FAA) regulations. In September 2019, Kylli submitted a letter to the Community Development Department indicating they were taking time to work with the FAA on the project and were likely to significantly reduce the height and overall density in a subsequent project resubmittal.

In March 2022, Kylli resubmitted the General Plan Amendment and Planned Development Rezoning applications with a reduced project scope, along with a Tentative Subdivision Map application. The scope of the March 2022 project resubmittal is substantially consistent with the current proposal presented for consideration.

Site Design

The project site is divided into four development areas with the following approximate acreages: Area A (13.3 acres), Area B (8.9 acres), Area C (12.7 acres), and Area D (13.7 acres). As shown in the Land Use Table (Attachment 1), areas would vary with respect to size, proposed development type, building area, floor area ratio (FAR), and maximum building height.

Approximately 7.6 acres of public parkland is included in the project. This includes a 1.1-acre Gateway Park adjacent to Tasman Drive, a 2.1-acre Central Park, and a 4.4-acre South Park Area on the southern border of the project site. The South Park Area includes a dedicated east-west trail alignment north of the Hetch Hetchy right-of-way to help connect the Calabazas Creek Trail and San Tomas Aquino Creek Trail.

Access, Circulation and Parking

The Project site would include several access points from existing roadways, realigned roadways, as well as a new network of sidewalks and bike lanes. Democracy Way, an existing public street easement, would be vacated. The street would be privatized and relocated south of the existing alignment, providing access to the site in an east-west direction. In the new alignment, the street would not connect Patrick Henry Drive and Old Ironsides Drive. The new access is referred to in the project plans as Kylli Drive East and Kylli Drive West.

Underground and aboveground parking is proposed, with a total of approximately 9,400 parking spaces. Vehicular travel between Areas A and D, as well as Areas B and C from Kylli Drive would be provided by ramps to the below-grade parking garage. Drivers could travel to different areas of the Project site using the interconnected, below-grade parking garage.

Planning Commission Actions

Pursuant to the Santa Clara City Code, the Planning Commission will conduct a public hearing to make recommendations to the City Council on five actions related to the Mission Point by Kylli Mixed-Use Project:

1) Certification of the Environmental Impact Report (EIR) prepared to analyze the potential environmental impacts for the project and an associated Mitigation Monitoring and Reporting Program
2) Adoption of 2 new General Plan Land Use Designations: Urban Center Mixed-Use (UCMU) and Urban Center Mission Point (UCMP), and a Change of the Land Use Designation for the Project Site from High Intensity Office/Research & Development to the Two New Designations
3) Approval of a Rezoning from HO-RD - High-Intensity Office/Research and Development to PD - Planned Development
4) Approval of a Vesting Tentative Subdivision Map
5) Approval of a Development Agreement

DISCUSSION

The primary issues for the Planning Commission to consider in evaluating the proposed project are consistency with the General Plan and proposed design standards, development plan and development schedule associated with the Planned Development Zoning. The Planning Commission, and subsequently the City Council, can review these standards and development plan and identify areas where they may be enhanced, modified, or further developed to address City objectives and priorities.

General Plan Amendment
The project proposes two new land use designations (1) a high-density residential mixed-use designation called Urban Center Mixed-Use requiring a residential density range of 60 to 250 dwelling units per acre and (2) Urban Center Mission Point allowing office and R&D uses, light manufacturing, and neighborhood-supporting retail requiring a minimum FAR of 1.5. The following language, which is proposed to be incorporated into the General Plan, outlines the allowed uses for each new land use category:

> Urban Center Mixed Use
> The Urban Center Mixed Use designation is intended for pedestrian-oriented, high-intensity and very high-density mixed-use development in a transit-rich area. It permits high-rise commercial office and residential development (in either mixed-use or stand-alone buildings), subject to Federal Aviation Administration height restrictions; ground-level neighborhood-serving retail; and landscaped areas for employee and resident activities. Permitted uses include multi-family residential and co-living, office and R&D uses, light manufacturing, and neighborhood-supporting retail and services that serve local employees, residents, and visitors. Parking is typically structured or below grade. Townhomes are only permitted as follows: (1) designed and integrated as a part of a multi-family building in which multi-family units are included above the townhome units (entire building must achieve a minimum 60 du/ac) or (2) integrated as part of a multi-family building without multi-family units above, not to exceed 25% of the buildable land area (must achieve a minimum aggregate residential density of 60 du/ac). Standalone townhomes without a multifamily component and single family detached units are prohibited. The residential density range is 60 - 250 dwelling units per acre.
>
> Urban Center Mission Point
> The Urban Center Mission Point designation is intended for pedestrian-oriented, high-intensity and very high-density mixed-use development in a transit-rich area. It permits high-rise commercial office development, subject to Federal Aviation Administration height restrictions; ground-level retail; and landscaped areas for employee and resident activities. Permitted uses include office and R&D uses, light manufacturing, and retail and services that serve local employees, residents, and visitors. Parking is typically structured or below grade. The minimum FAR is 1.5.

On balance, the project is consistent with the following General Plan land use goals and policies:

- Policy 5.3.1-P13: Support high density and intensity development within a quarter mile of transit hubs and stations and along transit corridors.
- Goal 5.3.1-G3: Development that minimizes vehicle miles traveled, capitalizes on public investment in transit and infrastructure, and is compatible with surrounding uses.

The project qualifies as a transit supportive project because it meets the criteria established by the City related to proximity to transit, density, multimodal transportation networks, transit-oriented design elements, parking, and affordable housing. The site is within walking distance of multiple VTA light rail stations as well as Great America station, which is served by Amtrak’s Capital Corridor and Altamont Corridor Express. The Project is largely consistent with surrounding uses, including Levi’s Stadium, the Hilton Santa Clara Hotel, Convention Center, California’s Great America Amusement Park, and the Patrick Henry Specific Plan adjacent to the site. Overall, given the adjacency of public transit and

compatibility with surrounding uses, the Project would be largely consistent with this policy and goal.

- Policy 5.3.1-P14: Encourage Transportation Demand Management strategies and the provision of bicycle and pedestrian amenities in all new development greater than 25 housing units or more than 10,000 non-residential square feet, and for City employees, in order to decrease use of the single-occupant automobile and reduce vehicle miles traveled consistent with the CAP.

Consistent with this policy, the project would implement parking and Transportation Demand Management (TDM) programs and strategies, which would help reduce the number of vehicle trips to/from the Project site and encourage alternatives to single-occupancy vehicle travel. In addition, bicycle and pedestrian connections and amenities would be constructed throughout the Project site to encourage alternate modes of transportation.

- Goal 5.3.4-G3: Mixed-use development that maximizes accessibility to alternate transportation modes and integrates pedestrian, bicycle, transit, open space and outdoor uses to encourage active centers.

Consistent with this goal, the project is mixed-use and would emphasize accessibility to alternative transportation modes. Bicycle and pedestrian networks would be integrated into the site, including onsite bicycle lanes and sidewalks that would connect to offsite bicycle lanes and sidewalks. The Project would include retail, office/R&D, childcare, and community uses that would be concentrated around open spaces.

- Goal 5.9.1-G2: Parks, trails and open space located within a ten-minute walk to residential neighborhoods and employment centers.
- Goal 5.9.1-G3: New parks, open space and recreation provided with new development so that existing facilities are not overburdened.
- Policy 5.9.1-P3: Provide trails along creeks and other rights-of-way to link parks, open spaces, bicycle facilities, and transit services with residential neighborhoods and employment centers.

Consistent with these goals and policy, publicly accessible parkland and open space areas at the project site would cover up to 16 acres and provide a range of landscape types, including gathering spaces and recreational. In addition, the project would construct a multi-use trail along the southern edge of the site adjacent to the San Francisco Public Utilities Commission right-of-way.

The project’s proposed pedestrian and bicycle circulation would facilitate connections to nearby parks, open spaces, bicycle facilities, transit services, neighborhoods, and employment centers.

Planned Development Rezoning
The PD Development Plan is broken up into eight chapters and includes the designated land uses, open space, street design, and design guidelines and parking. The plan also outlines the implementation process (development schedule) for the project.

Land Use
As discussed above, the project site is divided into four development areas with the following approximate acreages:

- Area A (13.3 acres): Primarily office and retail uses
- Area B (8.9 acres): Primarily office and retail uses
- Area C (12.7 acres): Primarily office and retail uses
- Area D (13.7 acres): Primarily residential with ancillary retail and childcare uses

Should a substation be required based on the phasing and timing of development, it is proposed to be located in Area C adjacent to Old Ironside Drive.

The PD Development Plan outlines a Development Transfer allowance, which would allow density transfers of floor area between Areas A, B, C, and D. The developer may elect to transfer up to five percent of the maximum allowed non-residential square footage of each of the individual Areas to one or more of the other Areas. As a result, the total amount of development in these Areas could increase or decrease proportionally, while not exceeding the maximum build-out for the entire project.

Table 02.3 (“Land Use Table”) within the PD Development Plan identifies permitted, conditional, and disallowed uses within the project area. Multi-family residential is an allowed use, while single-family and duplex uses are disallowed. Although townhomes are allowed in Area D, they must be integrated into a larger multifamily building. Various retail and commercial uses are allowed by right, while bars and nightclubs would require Use Permits.

Parkland and Open Space
The project proposes three main publicly accessible park areas.

- Gateway Park Area (up to 1.1 acres): Located in the northern portion of the site, this park is intended to provide east-west connectivity. Public use programs may include a turfed play field, seating areas, and/or family gathering and picnic area.
- Central Green Area (up to 2.1 acres): Located at the center of the Project site, this park would include multiple activity lawns that could support a variety of uses, such as large- or small-scale events, performances, movie screenings, or ice skating.
- South Park Area and South Trail (up to 4.4 acres): This area is intended for recreation by those at the residential development as well as neighboring users and visitors. The trail alignment is directly north of the SFPUC right of way and is intended to connect Calabazas Creek and San Tomas Aquino Creek Trail.

In addition to public parkland, the project includes up to 6.6 acres of privately-owned publicly accessible open space, approximately 4.8 acres of residential private open space, and 6.1 acres of commercial private open space.

Street Design
The PD Development Plan identifies street typologies, including vehicular lane widths, bicycle lane classifications, on-street parking standards, and standards for the pedestrian realm. The intent is for the streets to be designed as complete streets serving as an extension of the surrounding street grid.

The project proposes a new street, shown as Kylli Drive East and Kylli Drive West on the plan set. Located on either side of the central park (the street does not bisect the park), each entry way includes three lanes of traffic, with additional areas for drop-off and short-term parking at the sides.

These lanes provide access to the parking garages within each area, public access ramps for underground parking for visitors and drop-off areas. The proposed curb to curb dimension allows for any emergency vehicle to access, turn, and drive through the project to access any podium level building footprint. The bike path and pedestrian walkway would continue past the end of Kylli Drive East and Kylli Drive West to connect Patrick Henry Drive and Old Ironsides Drive for pedestrians and bicyclists

Design Guidelines and Parking
Allowed heights differ between the four development areas. The maximum height proposed in the plan area is 192 feet in Area D.

- Area A: 33’-123'
- Area B: 47’-153'
- Area C: 33’-123'
- Area D: 22’-192’

Building setbacks (distance between a structure, parking area, or other development feature and the property line) are only required for standalone residential uses at 10 feet for the side, rear, and front.

In addition, the PD Development Plan provides guidance on ground floor heights for residential and non-residential uses, as well as required upper story building stepbacks.

The project will provide up to 9,400 parking spaces, including approximately 3,000 spaces in underground parking structures. Due to AB 2097 (2022) and the site’s proximity to transit, no parking spaces could be required in the absence of a Development Agreement. However, the Santa Clara City Code would typically have required approximately 11,900 parking spaces. Here, the developer has declined to commit to a specific number of parking spaces. At the Architectural Review application phase of the project, the applicant will specify their proposed parking. Typically, reductions in parking spaces can be achieved through the parking and TDM programs and strategies proposed, which will take advantage of the project site’s mix of uses and bicycle and pedestrian circulation and services, transit rich location, reduced parking demand, and would encourage alternatives to single-occupancy vehicle travel.

Tentative Subdivision Map
The proposed Vesting Tentative Subdivision Map would subdivide the property into five lots and includes the vacation of Democracy Way. The proposed Vesting Tentative Subdivision Map was reviewed by the City’s Subdivision Clearance Committee and determined to be complete on January 16, 2024. Staff confirmed that the proposed subdivision is consistent with the proposed General Plan designation, Planned Development Zoning, Building Code, and other applicable requirements.

Approval of the requested Subdivision Map will facilitate the development of a project consistent with the City Code and General Plan, thereby advancing the establishment of a new, transit-oriented residential neighborhood in proximity to jobs and in partial fulfilment of the City’s goals for the production of new housing. Findings for approval are provided in Attachment 7. Conditions of Approval are provided as Attachment 8.

Development Agreement

The project proposal includes a Development Agreement (DA) between the City and the property owner, Kylli, Inc. The purpose of the DA is to establish the terms and obligations of development by both parties, as well as the order and timing of these obligations. The Development Agreement includes a term of up to 25 years to develop the Project. This includes an initial 10-year term with up to three five-year extensions. Each extension can be earned either through delivery of community benefits or through an extension payment option that is based on the remaining maximum allowed square feet of the Project. The extension payment option allows for the extension of the term of the agreement but does not change the developer's obligations to provide the community benefits required under the DA. As proposed, the DA contemplates the provision of several community benefits which includes a grocery store, childcare center, public park maintenance, park improvements, and arts and cultural programming. In addition, funding will be provided for a regional traffic fee for traffic intersection improvements and fire station equipment. Developer has committed to deliver 15% of the units at a maximum average AMI level of 80% rather than the required 100% as provided under the City's Affordable Housing Ordinance. The Developer will also ensure that all contractors and subcontractors establish a job-site sub-permit for sale and use tax collection from the Project.

ENVIRONMENTAL REVIEW

An Environmental Impact Report (EIR) was prepared in accordance with the California Environmental Quality Act (CEQA) and circulated for a 45-day public review between November 17, 2023 and January 2, 2024. A total of eight comments were received during the comment period. Seven were from local/regional agencies: Caltrans, California Department of Toxic Substances Control, Santa Clara Unified School District, Santa Clara Valley Water District, San Jose Mineta International Airport, San Francisco Public Utilities Commission, and Santa Clara Valley Transportation Authority. The eighth letter received was from a law firm representing Silicon Valley Residents for Responsible Development. None of the comment letters provided substantial evidence that the CEQA analysis is otherwise inadequate and recirculation of the EIR is therefore not required. Responses to the Draft EIR comments, as well as minor text changes and clarifications, in the form of a Final EIR, were made available to the public through the City's website on March 13, 2024 and have been forwarded on to any commenters on the Draft EIR. A website link to the Final EIR, Mitigation, Monitoring and Reporting Program (MMRP), CEQA Findings, and Response to Comments is provided in Attachment 2 to this report.

The EIR identified potential environmental impacts associated with project and identified traffic, greenhouse gas, energy, biology, geology and soils, cultural resources, tribal cultural resources, utilities, water quality, and hazards and hazardous materials as having impacts that with the incorporation of mitigation measures would be reduced to less than significant. The EIR also identified air quality and noise as having a significant unavoidable impact with mitigation incorporated. Attachment 3 includes a Statement of Overriding Considerations regarding impacts that cannot be mitigated.

A detailed discussion of the potential impacts and mitigation measures to be applied are specified in the EIR and would be implemented through project conditions of approval and the MMRP for the proposed project.

FISCAL IMPACT

There is no fiscal impact to the City other than administrative staff time and expense to prepare this report.

COORDINATION

This report has been coordinated with the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

On September 25, 2024 a notice of the public hearing scheduled for October 11, 2024 was published in The Weekly, a newspaper of general circulation, and on August 29, 2024, a notice of public hearing of this item was posted on the project site and in three locations within the City and was mailed to property owners within a quarter mile of the project site. The Planning Commission opened the public hearing on October 11 and voted to continue the hearing to the October 23, 2024 meeting.

The project applicant held a total of 11 community meetings and workshops between November 2017 and June 2023. Several of the meetings were specific to different neighborhood groups (Adobe Wells residents and Rivermark residents), while others focused on specific topics such as parkland and open space.

Most recently, a community meeting was held at Mission College on February 29, 2024 to show the plan to the community as it would be presented to the Planning Commission and City Council for their consideration. There were approximately 35 attendees. The audience asked questions about bicycle connectivity, affordable housing, stadium events, and project funding.

ALTERNATIVES

1. Adopt a resolution to recommend the City Council certify the Final EIR prepared for the Mission Point Project (SCH # 2018072068) and adopt a Mitigation Monitoring and Reporting Program, CEQA Findings, and a Statement of Overriding Considerations.
2. Adopt a resolution to recommend the City Council approve a General Plan amendment to add 2 new land use designations, Urban Center Mixed-Use (UCMU) and Urban Center Mission Point (UCMP), and to change the land use designation for the project site from High Intensity Office/Research & Development (HI O/R&D) to UCMU and UCMP.
3. Adopt a resolution to recommend the City Council approve the Planned Development Rezoning from HO-RD - High-Intensity Office/Research and Development to PD - Planned Development.
4. Adopt a resolution to recommend the City Council approve a Vesting Tentative Subdivision Map.
5. Adopt a resolution to recommend the City Council adopt an ordinance approving the Development Agreement.
6. Recommend the City Council deny a General Plan Amendment to add 2 new land use

designations Urban Center Mixed-Use (UCMU) and Urban Center Mission Point (UCMP), and decline to change the land use designation for the project site from High Intensity Office/Research & Development (HI O/R&D) to UCMU and UCMP.
7. Recommend the City Council deny the Planned Development Rezoning from HO-RD - High-Intensity Office/Research and Development to PD - Planned Development.
8. Recommend the City Council deny a Vesting Tentative Subdivision Map.
9. Recommend the City Council decline to adopt an ordinance approving the Development Agreement.

RECOMMENDATION

1. Adopt a resolution to recommend the City Council certify the Final EIR prepared for the Mission Point Project (SCH # 2018072068) and adopt a Mitigation Monitoring and Reporting Program, CEQA Findings, and a Statement of Overriding Considerations.
2. Adopt a resolution to recommend the City Council approve a General Plan amendment to add 2 new land use designations, Urban Center Mixed-Use (UCMU) and Urban Center Mission Point (UCMP), and to change the land use designation for the project site from High Intensity Office/Research & Development (HI O/R&D) to UCMU and UCMP.
3. Adopt a resolution to recommend the City Council approve the Planned Development Rezoning from HO-RD - High-Intensity Office/Research and Development to PD - Planned Development.
4. Adopt a resolution to recommend the City Council approve a Vesting Tentative Subdivision Map.
5. Adopt a resolution to recommend the City Council adopt an ordinance to approving the Development Agreement.

Reviewed by: Lesley Xavier, Planning Manager
Reviewed by: Alexander Abbe, Assistant City Attorney
Approved by: Reena Brilliot, Acting Director of Community Development

ATTACHMENTS

1. Land Use Table
2. Web Links to the PD Rezoning, Final Environmental Impact Report, Mitigation, Monitoring, and Reporting Program, CEQA Findings, Response to Comments
3. Final EIR Resolution
4. CEQA Findings and Statement of Overriding Considerations
5. General Plan Amendment Resolution
6. PD Rezoning Resolution
7. PD Rezoning Conditions of Approval
8. Tentative Subdivision Map Resolution
9. Tentative Subdivision Map Conditions of Approval
10. Development Agreement Resolution
11. Development Agreement
12. PMM - Memo from Assistant City Attorney

24-1095 Agenda Date: 11/6/2024

REPORT TO PLANNING COMMISSION

SUBJECT

PUBLIC HEARING CONTINUANCE: Action on a Recommendation to City Council with respect to: an Environmental Impact Report and Mitigation Monitoring and Reporting Program, General Plan Amendment from High-Intensity Office/Research-and-Development to newly created Urban Center Mixed Use and Urban Center Residential Mixed Use land use designations, a Rezoning to PD - Planned Development, a Vesting Tentative Subdivision Map, and a Development Agreement for a Mixed Use Project at 3005 Democracy Way comprised of up to 1,800 units (approximately 1.8 million square feet of residential uses) , up to 3 million square feet of office/research-and-development, approximately 100,000 square feet of retail, and approximately 10,000 square feet of childcare facilities (“Option A”), with a project alternative (“Option B”) that allows for the flexibility of to up an additional 800 dwelling units (for a total of up to 2,600 residential units) with a corresponding reduction in office/research and development square footage to 2.2 million square feet.

BACKGROUND

On October 23, 2024, the Planning Commission considered the Mission Point by Kylli development proposal, which includes an Environmental Impact Report (EIR), General Plan Amendment, Rezoning to Planned Development, Tentative Map, and Development Agreement to allow Development of up to 1,800 Multi-Family Residential Units; 3 million Square Feet of Office/Research-and-Development (R&D); up to 100,000 Square Feet of Commercial Retail; and Open Space. The development is proposed in four site plan areas called Area A, B, C, & D. The current development plan allows for housing in Area D only Attachment 22 is the staff report (RTPC24-122) prepared for the October 23, 2024 Planning Commission meeting and includes the original proposal.

At the October 23rd meeting, the applicant’s presentation shared a plan alternative that had been studied in the EIR, but was not part of the description in the project application, to allow an additional 800 units of residential development in Area C, beyond the 1,800 units of what was initially proposed in area D. Before they acted on the project, the Planning Commission deliberated on the merits of adding another 800 residential units to the development program. Their discussion included the adequacy of parkland and parking, as well as affordable housing. The Planning Commission voted to continue the project until their next meeting on November 6, 2024 in order for the alternative development option, which would include an additional 800 units for a total of 2,600 units, to be more specifically noticed with documents updated, and more analysis conducted and presented on the alternate scenario.

DISCUSSION

The project site is divided into four development areas with the following approximate acreages: Area A (13.3 acres), Area B (8.9 acres), Area C (12.7 acres), and Area D (13.7 acres). Area D is proposed for the new Urban Center Mixed-Use General Plan land use designation that allows for high-density residential mixed-use requiring a residential density range of 60 to 250 dwelling units per acre. Areas

A, B, and C are proposed for the new Urban Center Mission Point General Plan land use designation that allows for office and R&D uses, light manufacturing, and commercial retail uses requiring a minimum Floor Area Ratio of 1.5.

As described above, the project that was reviewed by City staff and proposed by the applicant included residential units only in Area D. At the October 23, 2024 Planning Commission meeting, the applicant proposed the addition of an “Option B” to the project description, which would allow for the flexibility to develop up to an additional 800 dwelling units (for a grand total of up to 2,600 residential units) with a corresponding reduction in office square footage in Area C. The applicant is not proposing to change any other aspects of the proposed Planned Development Zoning plans.

For “Option B” the reduction in office square footage and the increase in residential units for the site is consistent with the General Plan as the mix of uses still supports high-density and intensity development within a quarter mile of transit hubs and stations, minimizing vehicle miles traveled, and is compatible with existing and proposed surrounding uses.

The request was also determined to be fiscally neutral when compared with “Option A”. It would result in environmental impacts that are the same as or similar to those of the proposed project (“Option A”), with some Air Quality and Population and Housing impacts being less than those caused by the proposed project. No impacts under “Option B” would be greater than the proposed project.

Development Agreement

The project proposal includes a Development Agreement (DA) between the City and the property owner, Kylli, Inc. With the addition of the alternative development proposal (Option B), the applicant is proposing to add the following community benefits to the DA that was presented on October 23, 2024: (1) commitment to deliver a minimum of 1.5 acres of parkland in Area C upon development of residential on the site. This is in addition to the minimum of 1.5 acres of parkland in Area D at 500 units that is currently in the DA for “Option A”; (2) require a residential parking ratio of 1 space per residential unit on Area C and Area D of which up to twenty-five percent (25%) of these minimum parking spaces may be provided through shared parking; and (3) specify that projects proposed on Area B without a grocery store must demonstrate that the grocery will not be limited or precluded by the development. All other items in the DA would remain the same as with Option A.

ENVIRONMENTAL REVIEW

An Environmental Impact Report was prepared in accordance with the California Environmental Quality Act (CEQA) and circulated for a 45-day public review between November 17, 2023 and January 2, 2024. A total of eight comments were received during the comment period. Seven were from local/regional agencies: Caltrans, California Department of Toxic Substances Control, Santa Clara Unified School District, Santa Clara Valley Water District, San Jose Mineta International Airport, San Francisco Public Utilities Commission, and Santa Clara Valley Transportation Authority. The eighth letter received was from a law firm representing Silicon Valley Residents for Responsible Development. None of the comment letters provided substantial evidence that the CEQA analysis is otherwise inadequate and recirculation of the EIR is therefore not required. Responses to the Draft EIR comments, as well as minor text changes and clarifications, in the form of a Final EIR, were made available to the public through the City’s website on March 13, 2024 and have been forwarded on to any commenters on the Draft EIR. A website link to the Final EIR, Mitigation, Monitoring and Reporting Program (MMRP), CEQA Findings, and Response to Comments is provided in Attachment

2 to this report.

The EIR identified potential environmental impacts associated with project and identified traffic, greenhouse gas, energy, biology, geology and soils, cultural resources, tribal cultural resources, utilities, water quality, and hazards and hazardous materials as having impacts that with the incorporation of mitigation measures would be reduced to less than significant. The EIR also identified air quality and noise as having a significant unavoidable impact with mitigation incorporated. Attachment 3 includes a Statement of Overriding Considerations regarding impacts that cannot be mitigated.

A detailed discussion of the potential impacts and mitigation measures to be applied are specified in the EIR and would be implemented through project conditions of approval and the MMRP for the proposed project.

FISCAL IMPACT

There is no fiscal impact to the City other than administrative staff time and expense to prepare this report.

COORDINATION

This report has been coordinated with the City Attorney's Office

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

ALTERNATIVES

1. Adopt a resolution to recommend the City Council certify the Final EIR prepared for the Mission Point Project (SCH # 2018072068) and adopt a Mitigation Monitoring and Reporting Program, CEQA Findings, and a Statement of Overriding Considerations.
2. Adopt a resolution to recommend the City Council approve a General Plan amendment to add new land use designations, Urban Center Mixed-Use (UCMU) and Urban Center Mission Point (UCMP), and to change the land use designation for the project site from High Intensity Office/Research & Development (HI O/R&D) to UCMU (on Area D) and UCMP (on Areas A, B, and C).
3. Adopt a resolution to recommend the City Council approve a General Plan amendment to add new land use designations, Urban Center Mixed-Use (UCMU) and Urban Center Mission Point (UCMP), and to change the land use designation for the project site from High Intensity Office/Research & Development (HI O/R&D) to UCMU (on Areas C and D) and UCMP (on Areas A and B).
4. Adopt a resolution to recommend the City Council approve the Planned Development Rezoning from HO-RD - High-Intensity Office/Research and Development to PD - Planned Development with land use "Option A".
5. Adopt a resolution to recommend the City Council approve the Planned Development Rezoning from HO-RD - High-Intensity Office/Research and Development to PD - Planned

Development, with land use “Option A” and “Option B”.
6. Adopt a resolution to recommend the City Council approve a Vesting Tentative Subdivision Map.
7. Adopt a resolution to recommend the City Council adopt an ordinance approving the Development Agreement.
8. Recommend the City Council deny a General Plan Amendment to add 2 new land use designations Urban Center Mixed-Use (UCMU) and Urban Center Mission Point (UCMP), and decline to change the land use designation for the project site from High Intensity Office/Research & Development (HI O/R&D) to UCMU and UCMP.
9. Recommend the City Council deny the Planned Development Rezoning from HO-RD - High-Intensity Office/Research and Development to PD - Planned Development.
10. Recommend the City Council deny a Vesting Tentative Subdivision Map.
11. Recommend the City Council decline to adopt an ordinance approving the Development Agreement.

RECOMMENDATION

Alternative:

1. Adopt a resolution to recommend the City Council certify the Final EIR prepared for the Mission Point Project (SCH # 2018072068) and adopt a Mitigation Monitoring and Reporting Program, CEQA Findings, and a Statement of Overriding Considerations.
2. Adopt a resolution to recommend the City Council approve a General Plan amendment to add 2 new land use designations, Urban Center Mixed-Use (UCMU) and Urban Center Mission Point (UCMP), and to change the land use designation for the project site from High Intensity Office/Research & Development (HI O/R&D) to UCMU (Area D) and UCMP (Areas A, B, and C).
3. Adopt a resolution to recommend the City Council approve the Planned Development Rezoning from HO-RD - High-Intensity Office/Research and Development to PD - Planned Development.
4. Adopt a resolution to recommend the City Council approve a Vesting Tentative Subdivision Map.
5. Adopt a resolution to recommend the City Council adopt an ordinance to approving the Development Agreement.

Prepared by: Lesley Xavier, Planning Manager
Reviewed by: Alexander Abbe, Assistant City Attorney
Approved by: Reena Brilliot, Acting Director of Community Development

ATTACHMENTS

1. Land Use Table
2. Web Links to the PD Rezoning, Final Environmental Impact Report, Mitigation, Monitoring, and Reporting Program, CEQA Findings, Response to Comments
3. Final EIR Resolution Option A
4. CEQA Findings and Statement of Overriding Considerations Option A
5. Final EIR Resolution Option B
6. CEQA Findings and Statement of Overriding Considerations Option B
7. Final EIR Attachment 3 Impacts of Option B
8. General Plan Amendment Resolution Option A
9. General Plan Amendment Resolution Option B

10. PD Rezoning Resolution Option A
11. PD Rezoning Conditions of Approval Option A
12. PD Rezoning Resolution Option B
13. PD Rezoning Conditions of Approval Option B
14. Tentative Subdivision Map Resolution Option A
15. Tentative Subdivision Map Resolution Option B
16. Tentative Subdivision Map Conditions of Approval
17. Development Agreement Resolution Option A
18. Development Agreement Option A
19. Development Agreement Resolution Option B
20. Development Agreement Option B
21. Public Correspondence
22. October 23, 2024 Planning Commission Staff Report

Land Use by Development Area

Land Use Development Table Project (Option A)

MISSION POINT PROJECT INFORMATION - GENERAL SUMMARY TABLE										
AREA	ACREAGE*	BUILT COVERAGE	LAND USE	SQUARE FOOTAGE	OPEN SPACE	ACREAGE	PARKING AREA	STALL COUNT	RATIO/1,000 SF	% OF TOTAL
"A"	*Approx.* **13.3 acres**	*Approx.* **48%**	Office Retail ***Total***	*Max.* 1,179,000 gsf *Approx.* 30,000 gsf *Approx.* **1,209,000 gsf**	Accessible L1 Open Space Private Open Space	*Approx.* 2.8 acres *Approx.* 3.3 acres	1,454,000 sq. ft.	*Approx.* 3,330	2.8	35%
"B"	*Approx.* **8.9 acres**	*Approx.* **44%**	Office Retail ***Total***	*Max.* 1,034,000 gsf *Approx.* 43,000 gsf *Approx.* **1,077,000 gsf**	Accessible L1 Open Space Private Open Space	*Approx.* 2.7 acres *Approx.* 1.7 acres	990,000 sq. ft.	*Approx.* 2,440	2.3	26%
"C"	*Approx.* **12.7 acres**	*Approx.* **33%**	Office Retail ***Total***	*Max.* 790,000 gsf *Approx.* 19,000 gsf *Approx.* **809,000 gsf**	Accessible L1 Open Space Private Open Space	*Approx.* 4.6 acres *Approx.* 2.5 acres	762,000 sq. ft.	*Approx.* 1,760	2.2	19%
"D"	*Approx.* **13.7 acres**	*Approx.* **50%**	Residential Retail Childcare ***Total***	*Approx.* 1,800,000 gsf *(Max. 1800 units)* *Approx.* 8,000 gsf *Approx.* 10,000 gsf *Approx.* **1,818,000 gsf**	Accessible L1 Open Space Private Open Space	*Approx.* 2.7 acres *Approx.* 4.8 acres	812,000 sq. ft. ***Total***	*Approx.* 1,870 *Approx.* **9,400**	1.0	20% 100%

*ACREAGE AREAS ARE APPROXIMATE AND SUBJECT TO CHANGE BASED ON DEVELOPMENT PLANS

LAND USE	PROJECT TOTAL	
Office	*Max.*	**3,000,000** gsf
Retail	*Approx.*	**100,000** gsf
Residential	*Approx.*	**1,800,000** gsf *(Max. 1800 units)*
Childcare	*Approx.*	**10,000** gsf
TOTAL	*Approx.*	**4,913,000 gsf**

CAR PARKING	RATIO PROVIDED	% OF CODE*
Office	0.7 / 300 sq. ft.	73%
Retail	0.9 / 200 sq. ft.	86%
Residential	1.0 / unit	59%
Childcare	1.0 / 300 sq. ft.	100%
Parks/Open Space	-	NA

*APPROX. PER CITY OF SANTA CLARA PARKING REGULATIONS.

DENSITY & INTENSITY		
	METHOD OF CALCULATION*	ILLUSTRATIVE PLAN CALCULATION**
Residential Density	DU/a = housing units per gross acre	Area D = **130 DU/a** (1,800/13.9) Total Site Area = **37 DU/a** (1,800/48.6)
Floor Area Ratio (FAR)	FAR = "FAR is applied on a parcel-by-parcel basis or as an average for an entire site under a single development proposal.*	Total Project FAR = **2.3** FAR excluding residential = **1.5**

* THE METHOD OF CALCULATION FOLLOWS THE GENERAL PLAN'S METHODOLOGY AND DEFINITIONS FOR FAR AND DENSITY. MISSION POINT'S PROPOSED URBAN CENTER MIXED USE DESIGNATION ALLOWS A MAXIMUM DENSITY OF UP TO 250 DWELLING UNITS PER ACRE. MISSION POINT PROPOSED URBAN CENTER MISSION POINT DESIGNATION ALLOWS A MINIMUM FAR OF 1.5.

** THE CALCULATION IS PROVIDED TO ILLUSTRATE MISSION POINT'S POTENTIAL DENSITY AND FAR, WHICH WILL BE FINALIZED AS PART OF THE DESIGN REVIEW PROCESS.

*** SEE ADDITIONAL LIMITATIONS IN SECTION 05.13 RESIDENTIAL DESIGN.

OPEN SPACE	PROJECT TOTAL	
Private Open Spaces & Parkland	*Approx.*	**25.1 acres**

SITE LAND AREA
48.6 Acres

Figure 02-7_01: Program Area Tables

Development Transfer

To provide flexibility in responding to changing market demands and ensure ongoing feasibility through a sequenced development process, density transfers of nonresidential maximum floor area are allowed among Program Areas A, B, C, and D (See Figure 02-7_02* for Area identification). The developer may elect to transfer up to 5 percent of the maximum allowed floor area of each of the individual Areas to one or more of the other Areas. As a result, the total amount of development in these Areas could increase or decrease proportionally, while not exceeding the maximum build-out for the entire project.

* Note that Figure 02-7_02 demarcated areas are approximate and subject to change based on development plans.

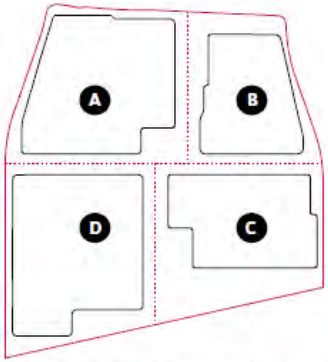

Figure 02-7_02*: Program Area key

Land Use by Development Area

Land Use Development Table Revised Project (Option B)

MISSION POINT PROJECT INFORMATION - GENERAL SUMMARY TABLE										
AREA	ACREAGE*	BUILT COVERAGE	LAND USE	SQUARE FOOTAGE	OPEN SPACE	ACREAGE	PARKING AREA	STALL COUNT	RATIO/1,000 SF	% OF TOTAL
"A"	*Approx.* **13.3 acres**	*Approx.* **48%**	Office Retail ***Total***	*Max.* 1,179,000 gsf *Approx.* 30,000 gsf *Approx.* **1,209,000 gsf**	Accessible L1 Open Space Private Open Space	*Approx.* 2.8 acres *Approx.* 3.3 acres	1,454,000 sq. ft.	*Approx.* 3,330	2.8	35%
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"D"	*Approx.* **13.7 acres**	*Approx.* **50%**	Residential Retail Childcare ***Total***	*Approx.* 1,800,000 gsf (*Max. 1800 units*) *Approx.* 8,000 gsf *Approx.* 10,000 gsf *Approx.* **1,818,000 gsf**	Accessible L1 Open Space Private Open Space	*Approx.* 2.7 acres *Approx.* 4.8 acres	812,000 sq. ft. ***Total***	*Approx.* 1,870 *Approx.* **9,400**	1.0	20% 100%

*ACREAGE AREAS ARE APPROXIMATE AND SUBJECT TO CHANGE BASED ON DEVELOPMENT PLANS
¤SUBJECT TO CHANGE WITH OFFICE/R&D RESIDENTIAL-FLEX OPTION

LAND USE	PROJECT TOTAL	
Office	*Max.*	**3,000,000** gsf
Retail	*Approx.*	**100,000** gsf
Residential	*Approx.*	**1,800,000** gsf (*Max. 1800 units*)^
Childcare	*Approx.*	**10,000** gsf
TOTAL	*Approx.*	**4,913,000 gsf**

CAR PARKING	RATIO PROVIDED	% OF CODE*
Office	0.7 / 300 sq. ft.	73%
Retail	0.9 / 200 sq. ft.	86%
Residential	1.0 / unit	59%
Childcare	1.0 / 300 sq. ft.	100%
Parks/Open Space	-	NA

*APPROX. PER CITY OF SANTA CLARA PARKING REGULATIONS.

DENSITY & INTENSITY		
	METHOD OF CALCULATION*	ILLUSTRATIVE PLAN CALCULATION**
Residential Density	DU/a = housing units per gross acre	Area D = **130 DU/a** (1,800/13.9) Total Site Area = **37 DU/a** (1,800/48.6)
Floor Area Ratio (FAR)	FAR = "FAR is applied on a parcel-by-parcel basis or as an average for an entire site under a single development proposal."	Total Project FAR = **2.3** FAR excluding residential = **1.5**

* THE METHOD OF CALCULATION FOLLOWS THE GENERAL PLAN'S METHODOLOGY AND DEFINITIONS FOR FAR AND DENSITY. MISSION POINT'S PROPOSED URBAN CENTER MIXED USE DESIGNATION ALLOWS A MAXIMUM DENSITY OF UP TO 250 DWELLING UNITS PER ACRE. MISSION POINT PROPOSED URBAN CENTER MISSION POINT DESIGNATION ALLOWS A MINIMUM FAR OF 1.5.

** THE CALCULATION IS PROVIDED TO ILLUSTRATE MISSION POINT'S POTENTIAL DENSITY AND FAR, WHICH WILL BE FINALIZED AS PART OF THE DESIGN REVIEW PROCESS.

*** SEE ADDITIONAL LIMITATIONS IN SECTION 05.13 RESIDENTIAL DESIGN.

OPEN SPACE	PROJECT TOTAL	
Private Open Spaces & Parkland	*Approx.*	**25.1 acres**

SITE LAND AREA
48.6 Acres

Figure 02-7_01: Program Area Tables

Development Transfer

To provide flexibility in responding to changing market demands and ensure ongoing feasibility through a sequenced development process, density transfers of nonresidential maximum floor area are allowed among Program Areas A, B, C, and D (See Figure 02-7_02* for Area identification). The developer may elect to transfer up to 5 percent of the maximum allowed floor area of each of the individual Areas to one or more of the other Areas.

As a result, the total amount of development in these Areas could increase or decrease proportionally, while not exceeding the maximum build-out for the entire project.

* Note that Figure 02-7_02 demarcated areas are approximate and subject to change based on development plans.
^ Office/R&D – Residential Flex: Area C may be developed with up to a maximum of 800 residential units, or a mix of uses with a corresponding reduction in square footage of office/R&D uses. If exercised the Office/R&D Residential Flex option results in up to a maximum of 2,600 residential units in Area C and D.

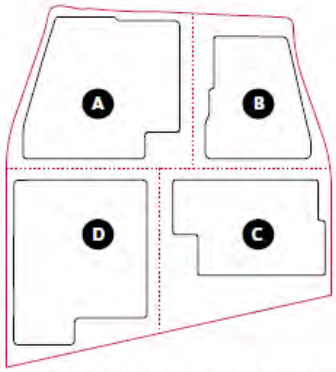

Figure 02-7_02*: Program Area key

Web Links

Planned Development Zoning Development Plan:

https://www.santaclaraca.gov/home/showpublisheddocument/85262/638648596393300000

Vesting Tentative Subdivision Map

https://www.santaclaraca.gov/home/showpublisheddocument/85278/638652004602270000

Environmental Impact Report (EIR), MMRP, CEQA Findings, Response to Comments:
https://www.santaclaraca.gov/Home/Components/BusinessDirectory/BusinessDirectory/499/3649?alpha=M

Mission Point City Website:
https://www.santaclaraca.gov/Home/Components/BusinessDirectory/BusinessDirectory/245/2495?alpha=K

These documents are availble for viewing in the Community Development Department

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA TO APPROVE AND CERTIFY A FINAL ENVIRONMENTAL IMPACT REPORT, TO ADOPT CEQA FINDINGS AND A STATEMENT OF OVERRIDING CONSIDERATIONS WITH RESPECT THERETO, AND TO ADOPT A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE MISSION POINT PROJECT, "OPTION A"

SCH No.: 2018072068
Mission Point Project Environmental Impact Report

WHEREAS, on October 17, 2017, Kylli, Inc., through its wholly owned subsidiary Innovation commons Owner, LLC ("Owner") made an application for a General Plan Amendment in connection with the redevelopment of a 48.6-acre site generally bounded by Tasman Drive, Patrick Henry Drive, Old Ironsides Drive, and the SFPUC Hetchy Hetchy Right of Way (APNs: 104-04-150, 104-04-142, 104-04-143, 104-04-151, 104-04-112, 104-04-113, 104-04-065, 104-04-111, 104-04-064), which is currently developed with four light industrial buildings and a parking lot ("Project Site");

WHEREAS, the Project approvals will include a General Plan Amendment to change the General Plan land use designation from High-Intensity Office/Research & Development to the newly created designations of Urban Center Mixed Use and Urban Center Mission Point; a Rezoning of the Project Site from High-Intensity Office/Research and Development ("HO-RD") to Planned Development ("PD"); a Vesting Tentative Subdivision Map to subdivide the property into five lots, with up to three parcels for future parkland dedication and potential residential and commercial condominium purposes and to vacate Democracy Way; and a Development Agreement (collectively, the "Project");

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA"), and the regulations implementing the Act, specifically 14 Cal. Code of Regs § 15081, this Project was determined after an Initial Study to identify potentially significant effects on the environment, resulting in the preparation of an Environmental Impact Report ("EIR") and Mitigation Monitoring and Reporting Program ("MMRP");

WHEREAS, the City distributed a Notice of Preparation of a Draft Environmental Impact Report ("DEIR") for the Project on July 27, 2018 and a revised version on October 1, 2018 and April 18, 2022, and in each instance, the City posted the Notice of Preparation at the Santa Clara County Clerk's office, soliciting guidance on the scope and content of the environmental information to be included in the DEIR; and

WHEREAS, in conformance with CEQA, the EIR was noticed and circulated for a 45-day public review period to the State Office of Planning and Research, Santa Clara County Clerk's Office, interested parties, and property owners within one quarter mile of the Project Site from November 17, 2023 to January 2, 2024 ("Comment Period"), where during that period comment letters were received from Caltrans, the California Department of Toxic Substances Control, Santa Clara Unified School District, Santa Clara Valley Water District, City of San Jose Airport Planning and Development, San Francisco Public Utilities Commission, Santa Clara Valley Transportation Authority, and a law firm representing Silicon Valley Residents for Responsible Development;

WHEREAS, the City prepared written responses to the comments received during the Comment Period and included those responses in a Final Environmental Impact Report ("FEIR"). The FEIR consists of a list of agencies and organizations to whom the DEIR was sent, a list of the comment letters received on the DEIR, revisions to the text of the DEIR, responses to comments received on the DEIR, and copies of comment letters. The FEIR was distributed for a 10-day review period beginning on March 13, 2024;

WHEREAS, the EIR identified certain significant and potentially significant adverse effects on the environment that would be caused by the Project as proposed;

WHEREAS, the EIR outlined various mitigation measures that would substantially lessen or avoid the Project's significant effects on the environment, as well as alternatives to the Project as proposed that would provide some environmental advantages;

WHEREAS, the City is required, pursuant to the California Environmental Quality Act ("CEQA") (Public Resources Code § 21000 et seq.), to adopt all feasible mitigation measures or feasible

project alternatives that can substantially lessen or avoid any significant environmental effects of the Project;

WHEREAS, Public Resources Code Section 21081, subdivision (a) requires a lead agency, before approving a project for which an EIR has been prepared and certified, to adopt findings specifying whether mitigation measures and, in some instances, alternatives discussed in the EIR, have been adopted or rejected as infeasible;

WHEREAS, the "CEQA Findings" attached to this Resolution is a set of Findings of Fact and a Statement of Overriding Considerations prepared in order to satisfy the requirements of Public Resources Code Section 21081, subdivision (a);

WHEREAS, the City Council has determined the No Project alternative and the Reduced Density alternative, which is the environmentally superior alternative, would not sufficiently satisfy the Project Objectives and that other alternatives in the EIR are not environmentally superior alternatives. The details supporting these determinations are set forth in the CEQA Findings;

WHEREAS, in taking this course, the City Council has acted consistent with the CEQA mandate to look to project mitigations and/or alternatives as a means of substantially lessening or avoiding the environmental effects of projects as proposed;

WHEREAS, many of the significant and potentially significant environmental effects associated with the Project can either be substantially lessened or avoided through the inclusion of mitigation measures specified in the EIR and the MMRP;

WHEREAS, the City Council, in reviewing the Project, intends to adopt all mitigation measures set forth in the EIR;

WHEREAS, on November 6, 2024, the Planning Commission conducted a duly noticed public hearing to consider the EIR, CEQA Findings, Statement of Overriding Considerations, and MMRP, at the conclusion of which, the Planning Commission voted to recommend approval to the City Council;

WHEREAS, notice of the November 19, 2024 public hearing on the EIR was published in the ***Santa***

Clara Weekly, a newspaper of general circulation for the City, on November 6, 2024;

WHEREAS, on November 7, 2024, notices of the November 19, 2024 public hearing to consider the EIR mailed to all property owners within one quarter mile of the property, according to the most recent Assessor's roll, and to all local agencies expected to provide essential facilities or services to the Project;

WHEREAS, on November 19, 2024, the City Council held a public hearing, at which time all interested persons were given an opportunity to provide testimony and the Council considered the information presented in the Staff Report, and all verbal and written evidence.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. That the City Council hereby finds the EIR has been presented to the Council, which reviewed and considered the information and analysis contained therein before making its determination, and that the EIR reflects the Council's independent judgment and analysis.

3. That the City Council hereby finds that the EIR is complete and prepared in compliance with CEQA.

4. That the City Council hereby finds that many of the potentially significant environmental impacts that could directly or indirectly result from the Project would be reduced to a less-than-significant level by the mitigation measures specified in the EIR and MMRP.

5. That the City Council hereby finds, pursuant to Public Resources Code Section 21081 and CEQA Guidelines Section 15091, that the proposed mitigation measures described in the EIR are feasible, and therefore will become binding upon the City and affected landowners and their assigns or successors in interest as conditions of approval when the Project is approved.

6. That the City Council hereby finds that none of the Project Alternatives set forth in the EIR would both be feasible and substantially lessen or avoid those significant adverse environmental effects not otherwise lessened or avoided by the adoption of all feasible mitigation measures.

7. That the City Council hereby finds that the EIR set forth program and cumulative environmental impacts that are significant and unavoidable that cannot be mitigated or avoided through the adoption of feasible mitigation measures or feasible alternatives. As to these impacts, the City Council finds that there exist certain overriding economic, social and other considerations for approving the Project that justify the occurrence of those impacts, as detailed in the "CEQA Findings & Statement of Overriding Considerations" attached hereto.

8. That, in order to comply with Public Resources Code Section 21081.6, the City Council adopts the Mitigation Monitoring and Reporting Program as set forth in the attached MMRP. The MMRP is designed to ensure that, during project implementation, the City, affected landowners, their assigns and successors in interest and any other responsible parties comply with the feasible mitigation measures identified. The MMRP identifies, for each mitigation measure, the action to be taken and the party responsible for implementation.

9. That the City Council hereby approves and certifies the EIR, adopts the CEQA Findings & Statement of Overriding Considerations, and adopts the MMRP for the Project as required by the CEQA Guidelines.

10. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 19TH DAY OF NOVEMBER, 2024, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. CEQA Findings & Statement of Overriding Considerations, Option A
2. Mitigation Monitoring and Reporting Program (MMRP)

S:\Attorney\RESOLUTIONS\Form Resolution-City.doc

FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATION REGARDING THE ENVIRONMENTAL IMPACT REPORT FOR THE MISSION POINT PROJECT, OPTION A

City of Santa Clara Project Nos. PLN2017-12924, PLN2018-13400, PLN21-15386, and PLN21-15387

State Clearinghouse No. 2018072068

City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATION REGARDING THE ENVIRONMENTAL IMPACT REPORT FOR THE MISSION POINT PROJECT, OPTION A

City of Santa Clara Project Nos. PLN2017-12924, PLN2018-13400, PLN21-15386, and PLN21-15387

State Clearinghouse No. 2018072068

I. Introduction

The California Environmental Quality Act of 1970 (CEQA), Public Resources Code Section 21081 *et seq*, and the Guidelines for Implementation for the California Environmental Quality Act, Title 14, California Code of Regulations, Section 15091 *et seq* (State CEQA Guidelines), require a public agency to consider the environmental impacts of a project before the project is approved and make specific findings. Furthermore, Public Resources Code Section 21002 provides that "public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects, and that the procedures required by" CEQA "are intended to assist public agencies in systematically identifying both the significant effects of projects and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects." However, "in the event specific economic, social, or other conditions make infeasible such project alternatives or such mitigation measures, individual projects may be approved in spite of one or more significant effects thereof." PRC Section 21002.

The mandate and principles in Public Resources Code Section 21002 are implemented, in part, through a requirement for agencies to adopt findings before approving projects for which environmental impact reports (EIRs) are required. For each significant environmental effect identified in an EIR for a project, the approving agency must issue a written finding, supported by substantial evidence, reaching one or more of three permissible conclusions. State CEQA Guidelines Section 15091 specifically provides as follows:

(a) No public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of a project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:

1. Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.
2. Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can or should be adopted by such other agency.
3. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the Final EIR.

(b) The findings required by subdivision (a) shall be supported by substantial evidence in the record.

(c) The finding in subdivision (a)(2) shall not be made if the agency making the finding has concurrent jurisdiction with another agency to deal with identified feasible mitigation measures or alternatives. The finding in subsection (a)(3) shall describe the specific reasons for rejecting identified mitigation measures and project alternatives.

(d) When making the findings required in subdivision (a)(1), the agency shall also adopt a program for reporting on or monitoring the changes which it has either required in the project or made a condition of approval to avoid or substantially lessen significant environmental effects. These measures must be fully enforceable through permit conditions, agreements, or other measures.

(e) The public agency shall specify the location and custodian of the documents or other material which constitute the record of the proceedings upon which its decision is based.

(f) A statement made pursuant to Section 15093 does not substitute for the findings required by this section.

State CEQA Guidelines Section 15093 further provides as follows:

(a) CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable."

(b) When the lead agency approves a project that will result in the occurrence of significant effects which are identified in the final EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action, based on the final EIR and/ or other information in the record. This statement of overriding considerations shall be supported by substantial evidence in the record.

(c) If an agency makes a statement of overriding considerations, the statement should be included in the record of the project approval and should be mentioned in the notice of determination. This statement does not substitute for, and shall be in addition to, findings required pursuant to Section 15091.

Under CEQA and the State CEQA Guidelines, "feasible" is defined to mean "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, legal, social, and technological factors." (State CEQA Guidelines Section 15364; Public Resources Code Section 21061.1; see also *Citizens of Goleta Valley v. Bd. of Supervisors* [1990] 52 Cal. 3d 553, 565 [*Goleta II*]). The concept of "feasibility" also encompasses the question of whether a particular alternative or mitigation measure promotes the underlying goals and objectives of a project (see *City of Del Mar v. City of San Diego* [1982], 133 Cal. App. 3d 401, 417; *Sierra Club v. County of Napa* [2004], 121 Cal. App. 4th 1490, 1506–1509 [court upholds CEQA findings rejecting alternatives in reliance on applicant's project objectives]; and *California Native Plant Society v. City of Santa Cruz* [2009], 177 Cal. App. 4th 957, 1001 [*CNPS*] ["an alternative 'may be found infeasible on the ground it is inconsistent with the project objectives as long as the finding is supported by substantial evidence in the record'") (quoting Kostka & Zischke, *Practice Under the Cal. Environmental Quality Act* [Cont. Ed. Bar 2d ed. 2009] [*Kostka*], Section 17.30, p. 825). In re *Bay-Delta Programmatic Environmental Impact Report Coordinated Proceedings* (2008), 43 Cal. 4th 1143, 1165, 1166 (*Bay-Delta*) ("[i]n the CALFED program, feasibility is strongly linked to achievement of each of the primary project objectives;" "a

lead agency may structure its EIR alternative analysis around a reasonable definition of underlying purpose and need not study alternatives that cannot achieve that basic goal"). Moreover, "'feasibility,' under CEQA, encompasses 'desirability'' to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, legal, and technological factors" (see *City of Del Mar*, *supra*, 133 Cal. App. 3d at p. 417; *CNPS*, *supra*, 177 Cal. App. 4th at p. 1001 ["an alternative that 'is impractical or undesirable from a policy standpoint' may be rejected as infeasible"] [quoting *Kostka*, *supra*, Section 17.29, p. 824]; and *San Diego Citizenry Group v. County of San Diego* [2013] 219 Cal. App. 4th 1, 17).

For purposes of these findings, the term "avoid" refers to the effectiveness of one or more mitigation measures to reduce an otherwise significant effect to a less-than-significant level. Although State CEQA Guidelines Section 15091 requires only that approving agencies specify that a particular significant effect is "avoid[ed] *or* substantially lessen[ed]," these findings, for purposes of clarity, in each case will specify whether the effect in question has been "avoided" (i.e., reduced to a less-than-significant level).

CEQA requires the lead agency to adopt mitigation measures or alternatives, where feasible, to substantially lessen or avoid significant environmental impacts that would otherwise occur. Project modification or alternatives are not required, however, where such changes are infeasible or where the responsibility for modifying the project lies with some other agency (State CEQA Guidelines Section 15091[a], [b]).

With respect to a project for which significant impacts are not avoided or substantially lessened, a public agency, after adopting proper findings, may nevertheless approve the project if the agency first adopts a statement of overriding considerations, setting forth the specific reasons why the agency found that the project's "benefits" rendered "acceptable" its "unavoidable adverse environmental effects" (State CEQA Guidelines Sections 15093, 15043[b]; see also Public Resources Code Section 21081[b]). The California Supreme Court has stated that "[t]he wisdom of approving . . . any development project, a delicate task which requires a balancing of interests, is necessarily left to the sound discretion of the local officials and their constituents who are responsible for such decisions. The law as we interpret and apply it simply requires that those decisions be informed, and therefore balanced" (*Goleta II*, *supra*, 52 Cal. 3d at p. 576). The EIR for the Mission Project Project (Project) concluded that it would create significant and unavoidable impacts; thus, a statement of overriding considerations was required.

These findings of fact (sometimes referred to herein as "findings") constitute the City of Santa Clara's (City's) evidentiary and policy bases for its decision to approve the Project in a manner consistent with the requirements of CEQA. To the extent that these findings conclude that various mitigation measures outlined in the Final EIR are feasible and have not been modified, superseded, or withdrawn, the City hereby binds itself to ensuring that these measures are implemented by the appropriate party(ies). These findings, in other words, are not merely informational but rather constitute a binding set of obligations that will come into effect when the City adopts a resolution approving the Project. In addition, a Mitigation Monitoring and Reporting Program (MMRP) has been prepared for the Project. The City will use the MMRP to track compliance with Project's mitigation measures and project design features. The MMRP will remain available for public review during the compliance period. The final MMRP is attached to and incorporated into the environmental document approval resolution and approved in conjunction with certification of the EIR and adoption of these findings of fact.

Having received, reviewed, and considered the draft EIR and the final EIR for the Project, State Clearinghouse No. 2018072068, as well as other information in the record of proceedings on this

matter, the City Council, in its capacity as the decision-making body of the CEQA lead agency, hereby finds, determines, and declares the following findings and facts, in accordance with Section 21081 of the Public Resources Code. These findings set forth the environmental basis for the discretionary actions to be undertaken by the City of Santa Clara for development of the Project. These actions by the City are listed in Section II.C.

A. Document Format

These findings have been organized into the following sections:

(1) Section I provides an introduction to the findings.

(2) Section II provides a summary of the Project, an overview of the discretionary actions required for approval of the Project, and a statement of the Project's objectives.

(3) Section III provides a summary of the environmental review related to the Project and a summary of public participation in the environmental review for the Project

(4) Section IV sets forth findings regarding the potential impact areas identified in the EIR. This section details findings regarding impacts for which the City has determined that there is no impact or the impact is less than significant, and thus, no mitigation is required; findings regarding potentially significant environmental impacts identified in the EIR that the City has determined can be feasibly mitigated to a less-than-significant level through the imposition of mitigation measures; and findings regarding those significant or potentially significant environmental impacts identified in the EIR that will or may result from the Project and the City has determined will remain significant and unavoidable, despite the identification and incorporation of all feasible mitigation measures.

    In order to ensure compliance and implementation, all mitigation measures will be included in the MMRP for the Project and adopted as conditions of the Project by the lead agency. Where potentially significant impacts can be reduced to a less-than-significant level through mitigation, the findings specify how the impacts would be reduced to an acceptable level.

(5) Section V sets forth findings regarding alternatives to the Project.

(6) Section VI sets forth findings regarding the growth-inducing impacts of the Project.

(7) Section VII sets forth findings regarding recirculation of the Draft EIR.

(9) Section VIII contains the findings pursuant to Public Resources Code Section 21082.1(c)(3).

(10) Section IX contains the statement of overriding considerations for the Project pursuant to State CEQA Guidelines Section 15093.

B. Custodian and Location of Record

The Project EIR consists of:

1. The Draft EIR and Appendices 1 through 5, dated November 2023; and

2. The Final EIR, dated March 2024.

The following findings of fact are based in part on the information contained in EIR for the Project as well as additional facts found in the record of proceedings. The EIR is hereby incorporated by reference and is available for review at Santa Clara City Hall, 1500 Warburton Avenue, Santa Clara, California, 95050 during normal business hours.

For the purposes of CEQA, and the findings herein set forth, the administrative record for the Project consists of those items listed in Public Resources Code Section 21167.6, subdivision (e). The record of proceedings for the City's decision on the Project consists of the following documents, at a minimum, which are incorporated by reference and made part of the record supporting these findings:

- The Notice of Preparation (NOP) and all other public notices issued by the City in conjunction with the Project;
- The Draft EIR for the Project and all documents relied upon or incorporated by reference;
- All comments submitted on the Draft EIR by agencies or members of the public during the 46-day comment period;
- All comments and correspondence on the Draft EIR submitted to the City during the public comment period, in addition to all other timely comments;
- The Final EIR for the Project, including the Planning Commission staff report, minutes of the Planning Commission public hearing; City Council staff report; minutes of the City Council public hearing; comments received on the Draft EIR; the City's responses to the comments; technical appendices; and all documents relied upon or incorporated by reference;
- The MMRP for the Project;
- All findings and resolutions adopted by the City in connection with the Project, and all documents cited or referred to therein;
- All reports, studies, memoranda, maps, staff reports, or other planning documents related to the Project prepared by the City, consultants to the City, or responsible or trustee agencies with respect to the City's compliance with the requirements of CEQA and the City's action on the Project;
- All documents submitted to the City by other public agencies or members of the public in connection with the Project, up through the close of the public hearing;
- Any minutes and/or verbatim transcripts of information sessions, public meetings, and public hearings held by the City in connection with the Project;
- Any documentary or other evidence submitted to the City at information sessions, public meetings, and public hearings;
- All resolutions adopted by the City regarding the Project, and all staff reports, analyses, and summaries related to adoption of the resolutions;
- The City General Plan along with all updates and related environmental analyses;
- Matters of common knowledge to the City, including, but not limited to, federal, State of California (State), and local laws and regulations;
- The City Code;
- Any documents expressly cited in these findings, in addition to those cited above; and
- Any other materials required for the record of proceedings by Public Resources Code Section 21167.6, subdivision (e).

The documents and other materials that constitute the administrative record for the City's actions related to the Project are at Santa Clara City Hall, 1500 Warburton Avenue, Santa Clara, California, 95050. The City is the custodian of the administrative record for the Project.

The City has relied on all of the documents listed above in reaching its decisions on the Project, even if not every document was formally presented to the City Council or City staff members as part of the City files generated in connection with the Project. Without exception, any documents set forth above not found in the Project files fall into one of two categories. Many of them reflect prior planning or legislative decisions of which the City Council was aware in approving the Project (see *City of Santa Cruz v. Local Agency Formation Commission* [1978], 76 Cal. App. 3d 381, 391-392, and *Dominey v. Department of Personnel Administration* [1988], 205 Cal. App. 3d 729, 738, fn. 6). Other documents influenced the expert advice provided to City staff members or consultants, who then provided advice to the Planning Commission and the City Council as final decision-makers. For that reason, such documents form part of the underlying factual basis for the City's decisions related to approval of the Project (see Public Resources Code Section 21167.6[e][10]; *Browning-Ferris Industries v. City Council of City of San Jose* [1986], 181 Cal. App. 3d 852, 866; and *Stanislaus Audubon Society, Inc. v. County of Stanislaus* [1995], 33 Cal. App. 4th 144, 153, 155).

II. Project Summary

A. Project Location

The Project site is located on nine parcels (assessor's parcel numbers [APNs] 104-04-150, 104-04-142, 104-04-143, 104-04-151, 104-04-112, 104-04-113, 104-04-065, 104-04-111, and 104-04-064), totaling approximately 46 acres, as well as Democracy Way, a privately owned street subject to an existing public right-of-way (ROW) easement that covers approximately 2.6 acres, for a combined total Project area of 48.6 acres. The Project site is generally located along the Great America Parkway corridor in Santa Clara. It is bounded by Tasman Drive to the north, Old Ironsides Drive to the east, the ROW associated with the Hetch Hetchy aqueduct to the south, and Patrick Henry Drive to the west.

The Project site is currently developed with four light industrial buildings, totaling approximately 142,050 gross square feet (gsf), on the northern portion of the site that were constructed in the late 1970s and a paved surface parking lot south of Democracy Way with approximately 5,081 parking spaces. Kylli, Inc. (Project Sponsor), the U.S. real estate subsidiary of Genzon Investment Group, currently occupies one of the buildings on the Project site; the other buildings are vacant. The current primary use on the Project site is temporary event parking for Levi's Stadium, which uses 3,300 parking spaces. The rest of the parking spaces are used by Amazon as training grounds for drivers. The Project site is designated in the General Plan as High-Intensity Office/Research and Development (R&D). The City Zoning Code currently designates the Project site as Light Industrial (ML). The City is in the process of updating the City's Zoning Code, the process for which will include rezoning the Project site to High-Intensity Office/R&D to be consistent with the Project site's existing General Plan designation.

Existing uses adjacent to the Project site include mostly low-intensity office/R&D uses within areas that have been zoned ML and Planned Development (PD). Businesses within the immediate vicinity of the Project site include Citrix, Silicon Valley Bank, Fabrinet West, PetaIO, Banpil Photonics, and National Instruments, among other companies. These are housed in office/industrial buildings that range from small single-story office buildings to mid-rise, multi-story buildings. Immediately south of the Project site, parcels with low-intensity office/R&D and light industrial uses are zoned PD. This area, referred to as the Patrick Henry Drive Specific Plan area, is bounded by the Hetch Hetchy ROW to the north, Great America Parkway to the east, Calabazas Creek Trail to the west, and Mission College Boulevard to the south. The Patrick Henry Drive Specific Plan was approved to convert industrial uses to high-density residential and/or office uses. San Francisco Bay is approximately 1 mile north of the Project site. California's Great

America amusement park and Levi's Stadium are approximately 0.3 and 0.45 mile east of the Project site, respectively.

B. Project Description

The Project Sponsor proposes a mixed-use development on a 48.61-acre site in Santa Clara, California. If approved by the City Council and applicable regulatory agencies, the Project would demolish existing office buildings and establish a new mixed-use neighborhood. The existing General Plan designation of High-Intensity Office/R&D would be changed to Urban Center Mixed Use, and existing zoning would be changed from ML to PD, providing a transit-oriented "live, work, socialize, and recreate" environment.

The Project would include up to 4,913,000 gsf of new development, including approximately 1.8 million gsf for residential uses (up to 1,800 units), approximately 3 million gsf of office/R&D[1] space, approximately 100,000 gsf for neighborhood retail uses, and approximately 10,000 gsf for childcare facilities, along with 3,000 gsf of community space. An approximately 27,000-square-foot electrical substation would also be constructed to support the Project.[2] Parking would be provided in a mix of subsurface and aboveground parking facilities. In addition, the Project would include up to approximately 16 acres of publicly accessible open space at grade level as well as approximately 10 acres of private open space for residential and office uses;[3] new bicycle, pedestrian, and vehicular circulation routes; and upgraded and expanded infrastructure.

C. Discretionary Actions

Implementation of the Project would require, but not be limited to, the following discretionary approvals from the City:

- Certification of the final EIR
- Adoption of an MMRP
- General Plan Amendment
- Rezoning
- Tentative Subdivision Map and/or Vesting Tentative Subdivision Map
- Development Agreement
- Architectural Review
- Tree Removal
- Transportation Demand Management Plan
- Affordable Housing Plan
- Relevant permits and approvals for vacation of the public ROW easement for Democracy Way, relocation of public utility easements (including the potential for tunnels/utilities under and/or bridges/connections), and establishment of Kylli Drive East and Kylli Drive West as private streets, subject to public and emergency access easements.

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[1] Although the end uses have not yet been determined, the Project may include lab/R&D uses. For CEQA purposes, up to 30 percent laboratory use has been assumed. All future references to "office" include permitted lab/R&D uses.

[2] The size, design, and location of the substation are subject to discussion with Silicon Valley Power.

[3] Additional private open space would be provided on terraces, balconies, and rooftops. These spaces are not included as part of the calculations.

Prior to Project implementation, additional permits and/or approvals may be required from various governmental entities, including the following:

- Bay Area Air Quality Management District
- California Department of Transportation
- Federal Aviation Administration
- San Francisco Bay Regional Water Quality Control Board
- Santa Clara County Department of Public Health
- Santa Clara Fire Department
- Silicon Valley Power
- San Francisco Public Utility Commission

D. Statement of Project Objectives

The City identified the following Project objectives in the EIR, which are relevant to the physical impacts considered in this document:

- Support the City's North Santa Clara planning effort by converting an underutilized, single-use 48.6-acre site into a vibrant, pedestrian-oriented, high-intensity and very high-density mixed-use development that is sustainable and inclusive by design, with a range of building types, enriching connections between people, places, and open space.
- Broaden the housing supply and business opportunities in North Santa Clara through development of a human-centric, interconnected urban neighborhood that provides a diverse and complementary mix of residential, commercial, retail, and community space.
- Promote an active pedestrian realm with continuous access to at-grade, podium-level, and rooftop public and private open space with flexible programming.
- Promote and support local, regional, and State mobility and greenhouse gas (GHG) reduction objectives to reduce vehicle miles traveled and infrastructure costs through infill and mixed-use development in an existing urbanized and transit-rich area.
- Facilitate ridership of multimodal transportation and minimize vehicular infrastructure while providing efficient access to sufficient and flexible parking that meets current and future demand.
- Provide community benefits, including public open space, childcare facilities, and community space.
- Provide utility infrastructure to adequately support the Project.
- Meet the City's Affordable Housing Ordinance and Inclusionary Zoning requirements.
- Develop a model for urban growth that maximizes the Project site's economic, cultural, and ecological potential; generates tax revenue for the City; creates permanent and construction-related jobs; and contributes to achievement of the City's vehicle-miles-traveled goals.

The Project Sponsor identified the following additional objectives in the EIR:

- Redevelop the 48.6-acre site with up to 3 million gsf of office/R&D space, 100,000 gsf of neighborhood retail space, and 1,800 multifamily residences by consolidating, on a smaller portion of the property, the square footage for office/R&D previously assumed in the City's General Plan to accommodate new

multifamily housing, including affordable housing, public and private parks and open space, neighborhood-serving services and retail, a substation, and community amenity space.

- Allow flexibility and ensure an orderly build-out of the Project, based on projected market demand and other factors, such as local and regional growth, Project financing, and development of final construction plans to ensure the Project remains economically feasible throughout a multi-year development process.
- Create a vibrant, walkable new neighborhood with a diverse and complementary mix of uses that is sustainable by design and able to support the City's vehicle-miles-traveled goals while realizing a market return on the property reflecting the cost of development.
- Privatize existing Democracy Way while preserving appropriate public and emergency vehicle access.

III. Environmental Review and Public Participation

The Final EIR, dated March 2024, includes the Draft EIR dated November 2023; written comments on the Draft EIR that were received during the public review period; written responses to these comments; clarifications/changes to the Draft EIR; and the MMRP. In conformance with CEQA, the City conducted an extensive environmental review of the Project, as described below.

- The City issued an NOP for the draft EIR on April 18, 2022, to federal, State, regional, and local government agencies and interested parties to solicit comments and inform agencies and the public of the Project. The NOP was released for a 30-day public review period, beginning April 18, 2022, and ending May 18, 2022. One virtual public scoping meeting was held on May 4, 2022. The purpose of the NOP was to allow various private and public entities to transmit their concerns and comments on the scope and content of the Draft EIR, focusing on specific information related to each individual's or group's interest or agency's statutory responsibility early in the environmental review process.
- Based on the NOP and responses, a determination was made that the EIR would contain a comprehensive analysis of the following environmental issues, as identified in Appendix G of the State CEQA Guidelines: land use and planning, transportation, air quality, GHG emissions, energy, noise, cultural resources, biological resources, geology and soils, hydrology and water quality, hazards and hazardous materials, population and housing, public services and recreation, tribal and cultural resources, utilities and service systems, and cumulative impacts. The Project would not result in any environmental impacts related to agricultural and forestry resources, mineral resources, or wildfire because none of these resources or risks, as is the case with wildfire, exist at the Project site. The Project would also not result in environmental impacts related to aesthetics because it is a qualifying infill project within a transit priority area. Under Public Resources Code Section 21099(d), aesthetic impacts are not considered significant impacts on the environment for qualifying infill projects.
- An EIR was prepared for the Project in accordance with the State CEQA Guidelines. As required by CEQA, the EIR includes appropriate review, analysis, and mitigation measures for the environmental impacts of the Project.
- A Draft EIR was prepared and circulated for a 46-day public review period, beginning on November 17, 2023, and ending on January 2, 2024. The Draft EIR was distributed to responsible and trustee agencies, other affected agencies, surrounding jurisdictions, interested parties, and other parties who requested a copy of the EIR, in accordance with California Public Resources Code Section 21092.
- The Draft EIR was available for public review on the City's webpage and, during normal business hours, at City Hall, located at 1500 Warburton Avenue, Santa Clara, CA, 95050. During this review period, the document was reviewed by various State, regional, and local agencies as well as interested organizations and individuals. Comment letters on the Draft EIR were received from seven public agencies and one

organization. Comment letters and responses to comments are included in the Final EIR, which was issued in March 2024.

IV. Findings Regarding Project Environmental Effects

The following potentially significant impacts were analyzed in the EIR, and the effects of the Project were considered.

A. Less-than-Significant Impacts that Do Not Require Mitigation

The Final EIR identified the below subtopics that would result in no impact or less-than-significant impacts. The City finds that, based on substantial evidence in the record, the following areas would result in impacts that were determined to be less than significant or no impact in the Final EIR. Therefore, no mitigation measures would be required for any of the following areas:

1. Land Use and Planning

- **Impact LU-1: Physical Division of an Established Community.** There are no established residential communities on the Project site. The Project would create a cohesive urban center integrated into surrounding office, R&D and commercial uses and add new residential uses adjacent to the Patrick Henry Specific Plan area. Although Democracy Way would be vacated, the Project would not block any existing roads or sever connections between adjacent properties because it would incorporate extensive new vehicular, bicycle, and pedestrian access roads and circulations routes within the Project site to maintain access between sites. Thus, the Project would not physically divide or disrupt an established community and would not reduce access for adjacent properties, resulting in no impact.

- **Impact LU-2: Conflicts with Adopted City Land Use Plans and Policies Regarding the Jobs/Housing Balance.** Project construction would not conflict with any policies aimed at improving the City's jobs/housing balance because no permanent jobs or residences would be added during construction. Project operation also would not conflict with City General Plan policies aimed at improving the City's jobs/housing balance. With the exception of the need to amend the land use designation and zoning, the Project is consistent with all applicable general plan policies. The Project could include up to 3 million gsf of office/R&D development, which was assumed as part of the "Approved/Not Constructed and Pending Projects" identified in Figure 2.3-1 and Table 8.6.2 of the General Plan. Therefore, the Project's office/R&D development is excluded from the General Plan's phasing limits and would not exceed the commercial caps outlined for Phases II and III. The Project maintains the same amount of office R&D space planned for in the City's General Plan and the Plan Bay Area. But, the Project would also provide additional housing units not already included in the City's Housing Element, which would improve the City's jobs/housing ratio. Further the Project is consistent with the general policy direction and key objections of Plan Bay Area 2050 because the Project is on an infill site near transit and would provide pedestrian and bicycle friendly streets. Therefore, there would be no conflict with policies regarding the jobs/housing ratio and the Project would result in no impact.

- **Impact LU-3: Conflicts with Airport Land Use Plan (Construction).** The Project would have no impact due to a conflict with the Comprehensive Land Use Plan (CLUP) for San José International Airport during construction because no permanent structures would be constructed during this phase.

- **Impact LU-3: Conflicts with Airport Land Use Plan (Operation).** The Project would not result in a significant environmental impact due to a conflict with the CLUP for San José International Airport because the Project is outside any potentially applicable CLUP and is required to comply with all Regulation Part 77 notification requirements in the standard conditions of approval. Therefore, potential impacts related to conflicts with an Airport Land Use Plan during operation would be less than significant.

- **Impact LU-4: Conflicts with Other Adopted City Land Use Plans and Policies.** The Project would not result in a significant environmental impact due to a conflict with a land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect because the Project is generally consistent with applicable goals, policies and actions. The Project would include a General Plan amendment and a Zoning Code amendment to accommodate high-intensity, urban-oriented development, eliminating potential conflicts related to the site's land use classification. Therefore, potential impacts due to a conflict with a land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect would be less than significant.

- **Impact C-LU-1: Cumulative Land Use Impacts.** The Project, in combination with other foreseeable development in the nine-county ABAG region, would not result in a significant cumulative environmental impact due to a conflict with some applicable land use plans, policies, and regulations because the Project is consistent with applicable land use plans, policies and regulations and would not contribute to a significant cumulative impact. The Project's proposed General Plan amendment and land use classifications meet the intent of the City's land use policies. Therefore, potential cumulative impacts related to any potential conflicts with the General Plan would be less than significant.

2. Transportation

- **Impact TRA-1: Consistency with Adopted Plans, Ordinances, and Policies Regarding Roadways (Operation).** During operation, the Project would be consistent with Plan Bay Area 2050 goals and performance targets for transportation system effectiveness because the Project would increase non-auto mode share. The Project would be largely consistent with applicable plans, ordinances, and policies that address the circulation system, and impacts would be less than significant. In addition, Project Design Feature TRA-1 would require the Project Sponsor to implement a Transportation Demand Management (TDM) plan, which will achieve the vehicle miles traveled (VMT) reductions set forth in the City's Climate Action Plan (CAP) (Action T-3-1), as part of the application for a building permit for each phase of the Project.

  <u>Project Design Feature TRA-1: Implement a Transportation Demand Management (TDM) Plan in Accordance with the City of Santa Clara 2022 Climate Action Plan.</u> The Project Sponsor shall submit a Final TDM plan, subject to approval by the City, with the application for a building permit for each phase of the Project. The Final TDM plan will set forth a requirement for the Project Sponsor to form or join a Transportation Management Association (TMA) to facilitate the implementation of various TDM programs and services on behalf of multiple property owners and/or tenants. Furthermore, the TDM plan will set forth requirements for annual TDM monitoring and reporting. Examples of TDM measures that may be included in the Project's TDM plan include:

- Privately operated long-haul commuter shuttle service for office workers with onsite shuttle stops.
- Participation in a City-organized/-operated shuttle service to Caltrain and Bay Area Rapid Transit (BART) stations, with onsite shuttle stops available to all site workers and residents.
- Transit subsidy for office workers.
- Rideshare matching program.
- "Guaranteed ride home" program for all office workers.
- Preferential parking for carpools and vanpools.
- Unbundled parking for market-rate residential units.
- Participation in regional bikeshare and scooter program and/or establishment of onsite bicycle and scooter fleet.
- Bike repair stations and ample bicycle parking.
- Showers and lockers provided in office buildings.
- Real-time transit information displayed on screens throughout the site.
- Onsite parking spaces reserved for car-share service(s) (e.g., ZipCar or equivalent provider).
- Dedicated curb space for ride-hail and taxi-service passenger loading.
- Onsite transportation coordinator.
- Website and marketing program to disseminate information on commute options.
- High-speed internet infrastructure to enable telecommuting.
- Distribution of a TDM information packet to new employees and residents.
- Onsite bicycle and pedestrian network, linking buildings to transit stations and nearby trails.

The City of Santa Clara will review the Final TDM plan to ensure that the proposed TDM measures identified in the plan will achieve the following VMT reductions set forth in the 2022 CAP:

- A 25 percent reduction in Project-related VMT through active TDM measures for large employers with more than 500 employees, including aggressive regulations to reduce parking (Action T-3-1).
- A 20 percent reduction in VMT for multifamily residential, with a 10 percent reduction through active TDM measures, which may require parking maximums (Action T-3-1).

City approval of the Final TDM plan and issuance of a certificate of occupancy for each phase of the Project will be dependent upon the City finding that the Final TDM plan provides sufficient evidence to demonstrate that the proposed TDM measures will achieve the VMT reductions set forth in the 2022 CAP.

- **Impact TRA-2: Consistency with Adopted Plans, Ordinances, and Policies Regarding Transit (Operation).** During operation, the Project impact on transit services would be less than significant because the Project would not interfere or conflict with existing transit facilities, would comply with policies and goals regarding transit, and the Project would implement a TDM plan (Project Design Feature TRA-1), including transit subsidies and shuttles and other measures to increase public transportation ridership.

- **Impact TRA-3: Consistency with Adopted Plans, Ordinances and Policies Regarding Bicycle Facilities (Operation).** During operation, the Project's impact on bicycle facilities would be less than significant because the Project would improve bicycle facilities along the perimeter and within the Project site and provide safer conditions for bicyclists relative to existing conditions, consistent with the City's General Plan and the 2018 Bicycle Master Plan Update.

- **Impact TRA-4: Consistency with Adopted Plans, Ordinances and Policies Regarding Pedestrian Facilities (Operation).** During operation, the Project's impact on pedestrian facilities would be less than significant because the Project would improve pedestrian facilities within the Project site and along Project frontages, as well as provide safer conditions for pedestrians relative to existing conditions, consistent with the General Plan and the 2019 City Pedestrian Master Plan.

- **Impact TRA-5: Vehicle Miles Traveled.** Consistent with State CEQA Guidelines Section 15064.3(b), the Project would qualify as transit supportive and therefore would not exceed the applicable VMT threshold of significance and would have a less-than-significant environmental impact on VMT**.**

- **Impact TRA-6: Hazards Due to Design Features or Incompatible Uses (Operation).** During operation, the Project would not result in hazards due to design features or incompatible uses. The Project proposes an improved internal circulation network that would be designed to accommodate vehicular traffic and be balanced with other modes. Designs for intersections, driveways and multimodal facilities will be subject to City review, reducing potential conflicts between vehicles, bicyclists, pedestrians, buses, and incompatible uses. Therefore, the impact would be less than significant.

- **Impact TRA-7: Emergency Access (Operation).** During operation, the Project would not result in inadequate emergency access. Final Project designs for emergency vehicle access (EVA) roadways would be subject to City Fire Department review to ensure the adequacy of the circulation patterns and compliance with City EVA standards, such as minimum heights, as well as clearance along circulation routes. Therefore, the impact would be less than significant**.**

- **Impact C-TRA-2: Cumulative Vehicle Miles Traveled.** Consistent with State CEQA Guidelines Section 15064.3(b), the Project qualifies as transit supportive and therefore, in combination with other foreseeable development in the vicinity, would not exceed an applicable VMT threshold of significance. Efficiency metrics such as VMT per resident and VMT per employee ensure that, as long as each cumulative development is below the appropriate VMT threshold, the combined VMT per resident and VMT per employee would also be below the significance threshold. Thus, a less-

than significant impact finding for Project-level VMT implies a less-than-significant cumulative impact with respect to VMT. Therefore, because the Project would have a less-than-significant impact on VMT, the Project would have a less-than-significant cumulative environmental impact on VMT.

3. Air Quality

- **Impact AQ-1: Consistency with the Applicable Air Quality Plan.** The Project would not conflict with or obstruct implementation of the Bay Area Air Quality Management District (BAAQMD) 2017 Clean Air Plan because Project design features support attainment of California Ambient Air Quality Standard (CAAQS) and National Ambient Air Quality Standards (NAAQS) and incorporates measures to reduce building emissions, increase carbon sequestration, and support water conservation, as well as measures for stationary-source, transportation, energy, and waste management controls. Therefore, the Project would have a less-than-significant impact.
- **Impact AQ-3: Substantial Pollutant Concentration - Localized Carbon Monoxide Hot Spots.** The Project would not expose sensitive receptors to substantial concentrations of carbon monoxide because the 1-hour and 8-hour carbon monoxide concentrations would be well below the NAAQS and CAAQS (see Table 3.3-13). Therefore, the Project would have a less-than-significant impact related to carbon monoxide hot spots.
- **Impact AQ-3: Substantial Pollutant Concentration - Criteria Air Pollutants.** Under conservative modeling assumptions described in Appendix 3.3-2, the health effects from the Project's contribution to air pollution would be minimal relative to background incidences. Therefore, the Project would have a less-than-significant impact related to regional criteria air pollutant emissions.
- **Impact AQ-3: Substantial Pollutant Concentration - Asbestos.** Sensitive receptors would not be exposed to substantial asbestos risks because the Project would comply with BAAQMD asbestos emission controls. Therefore, the Project would have a less-than-significant impact related to asbestos emissions.
- **Impact AQ-4: Odor Impacts.** The Project would not result in other emissions (such as those leading to odors) that would adversely affect a substantial number of people because the Project does not propose any changes that would affect odor-generating facilities and any odors would be brief in duration and limited in scope and subject to compliance with BAAQMD regulations. Therefore, the Project would have a less-than-significant impact related to odors.
- **Impact C-AQ-1: Cumulative Consistency with the Applicable Air Quality Plan.** The Project, in combination with other foreseeable development in the vicinity, would not conflict with or obstruct implementation of the BAAQMD 2017 Clean Air Plan. Therefore, the Project's contribution to cumulative impacts would not be considerable and cumulative impacts related to consistency with an applicable air quality plan would be less than significant.
- **Impact C-AQ-4: Cumulative Odors**. The Project, in combination with other foreseeable development in the vicinity, would not result in other emissions (such as those leading to odors) that would adversely affect a substantial number of people because any Project related odors would be brief in duration and limited in scope and subject to compliance with BAAQMD regulations and other nearby uses would not cause odor-generating uses. Therefore, the level of

odors emitted by the Project in combination with the level of odors associated with other nearby projects would result in a less-than-significant cumulative impact related to odors.

4. Greenhouse Gas Emissions

- **Impact GHG-1: Generate GHG Emissions (Operation).** The Project's operational GHG emissions would be less than significant because the Project would be consistent with the Santa Clara CAP through implementation of Project Design Feature GHG-1, which requires satisfaction of applicable and mandatory actions from the City's 2022 CAP checklist.
- **Impact GHG-2: Consistency with Applicable Plans and Policies.** The Project would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing emissions of GHGs, including the Santa Clara CAP, California Air Resources Board (CARB) 2022 Scoping Plan, and Plan Bay Area 2050. Therefore, Project impacts would be less than significant.

5. Energy

- **Impact EN-1: Wasteful, Inefficient, or Unnecessary Consumption of Energy Resources (Operation).** Operation of the Project would not result in the wasteful, inefficient, or unnecessary consumption of energy resources during operation due to the Project's mix of uses and energy efficiency measures, including compliance with CALGreen, implementation of a TDM plan, as well as incorporation of Leadership in Energy and Environmental Design (LEED) or equivalent design requirements, use of recycled water for irrigation and non-potable water uses in commercial buildings, drought resistant landscaping, rooftop photovoltaic panels, and a new Silicon Valley Power (SVP) substation. Therefore, the Project would have a less-than-significant impact due to wasteful, inefficient, or unnecessary consumption of energy resources during operation.
- **Impact EN-2: Conflict with Energy Plan.** The Project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency because the Project would divert a minimum of 65 percent of construction waste and demolition material during construction, which would reduce the amount of fossil fuel consumed during construction and demolition waste, and operation of the Project would incorporate multiple sustainability, energy-saving, and TDM features. Therefore, the Project's impact would be less than significant.
- **Impact C-EN-1**: **Cumulative Wasteful, Inefficient, or Unnecessary Consumption of Energy Resources**. The Project, in combination with other past, present and foreseeable development in the vicinity, would not cumulatively result in the wasteful, inefficient, or unnecessary consumption of energy resources during Project construction and operation because the Project and other future projects nearby would incorporate energy saving features during construction and operation. Therefore, the cumulative impact would be less than significant.
- **Impact C-EN-2: Cumulative Conflict with Energy Plan.** The Project, in combination with other past, present and foreseeable development in the vicinity, would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency during construction or operation because future projects would incorporate energy-saving features. Therefore, the cumulative impact would be less than significant.

6. Noise

- **Impact NOI-1: Construction Noise (Daytime Onsite Land Uses)**. The Project would have a less-than-significant impact on onsite residential land uses during daytime hours because the construction activities would be temporary in nature, would not conflict with the City code, and comparison of the noise level experienced at future onsite sensitive land uses to existing ambient noise is not appropriate because future occupants are not currently onsite and thus do not experience the existing ambient noise level.

- **Impact NOI-1: Construction Noise (Construction Haul and Vendor Truck Noise)**. The Project would have a less-than-significant impact related to haul and vendor truck trip noise because the addition of 686 haul truck trips per day would not result in an increase in traffic noise greater than 3 decibels (dB), which is considered "barely noticeable," at any analyzed segment and therefore would not be perceptible.

- **Impact NOI-2**: **Operational Noise from Traffic.** The Project would result in increased traffic volumes on existing roadways in the Project area because new residences and places of employment would be added on the Project site. However, the Project would not result in a noticeable increase in traffic noise compared to no-Project conditions. Therefore, noise impacts related to increased traffic during operation would be less than significant.

- **Impact NOI-2**: **Operational Noise from Amplified Music.** Project operation could include the use of amplified music from events in the general green area of the Project site that may impact nearby uses. However, any such amplified music would be required to comply with applicable noise regulations. Therefore, impacts related to amplified noise during operation would be less than significant.

- **Impact NOI-2**: **Operational Noise from Truck Loading.** Impacts related to truck loading during Project operations would be less than significant because loading activities would be temporary, dispersed among many loading zones, and occur throughout the day.

- **Impact NOI-2**: **Operational Noise from Parking Garage.** Impacts related to parking garage use during Project operations would be less than significant because noise from parking garages would not be expected to exceed the City's criteria of 55 A-weighted decibel (dBA) and 50 dBA at residential receptors during daytime and nighttime hours, respectively, or 60 dBA at commercial or office uses during nighttime hours.

- **Impact NOI-3: Ground-borne Vibration and Noise (Damage to Structures)**. The Project would have a less-than-significant impact related to damage to structures from ground-borne vibration because the vibration levels at residential and commercial uses would be less than applicable damage criterions.

- **Impact NOI-3: Ground-borne Vibration and Noise (Daytime Construction Offsite Residential)**. The Project would have a less than significant annoyance-related vibration impacts from daytime construction activities at offsite residences because the level of vibration would be barely perceptible.

- **Impact NOI-3: Ground-borne Vibration and Noise (Nighttime Construction Onsite and Offsite Land Uses)**. The Project would have less than significant annoyance-related vibration impacts from nighttime construction activities at offsite residential uses because the level of vibration would not be perceptible. The level of vibration would be perceptible for offsite commercial uses and onsite commercial and residential uses, but based on Table 3.6-3 the

vibration would not be considered excessive. Therefore, annoyance-related vibration impacts from nighttime construction would be less than significant.

- **Impact NOI-3: Ground-borne Vibration and Noise (Operation)**. The Project would have a less-than-significant impact related to ground-borne vibration and noise during operation because Project operation would not involve use of equipment that could generate excessive ground-borne vibration.
- **Impact NOI-4: Aircraft Noise**. The Project would not expose people residing or working in the Project area to excessive noise levels from aircraft because the Project site does not fall within the 60 dBA CNEL noise contour or the San Jose International Airport. Therefore, impacts would be less than significant.
- **Impact C-NOI-2: Cumulative Operational Noise from Traffic and Other Operational Noises.** The Project's contribution to the significant cumulative traffic noise impacts would be less than 3 dB for all analyzed segments. Therefore, the Project's contribution to cumulative impacts related to operational noise from traffic would not be cumulatively considerable and less than significant. Any future new residential units would be farther away than the distance used to evaluate impacts from other operational sources on onsite residential uses. Therefore, cumulative impacts related to other operational noises would be less than significant.
- **Impact C-NOI-3: Cumulative Ground-borne Vibration and Noise Levels (Operation)**. The Project would have a less-than-significant cumulative impact related to ground-borne vibration and noise during operation because Project operation would not involve use of equipment that could contribute excessive ground-borne vibration.

7. Cultural Resources

- **Impact CUL-1: Built Environment.** There are no built-environmental historical resources present on the Project site. Therefore, the Project would not cause a substantial adverse change in the significance of a historical resource pursuant to State CEQA Guidelines Section 15064.5 and there would be no impact on built environment historical resources.
- **Impact CUL-2: Archaeological Resources (Operation).** Archaeological deposits would not be encountered during Project operations, nor would Project operations result in an adverse change in a buried archaeological deposit that could qualify as a historical resource and/or unique archaeological resource. Therefore, there would be no impact related to buried archaeological deposits during Project operations.
- **Impact CUL-3. Human Remains (Operation).** Human remains would not be encountered during the Project operations, nor would Project operations disturb human remains. Therefore, there would be no impact to human remains from operation of the Project.
- **Impact C-CUL-1: Cumulative Impacts on Archaeological Resources and Human Remains (Operation).** Cumulative impacts on archaeological resources and human remains would not occur during operations of the Project or cumulative projects because cumulative impacts would occur during construction. Therefore, there would be no impact to buried archaeological deposits or human remains from Project operation under cumulative conditions.

8. Biology

- **Impact BIO-1: Loss or Damage to Special-Status Plants.** The Project would result in no impact on special-status plant species because no special-status plant species have been documented on the Project site and natural vegetation communities are not present on the Project site.
- **Impact BIO-1: Loss or Damage to Special-Status Species Other Than Nesting Birds and Bats.** The Project will have no impact on special-status species other than nesting birds and bats because no special-status species, other than nesting birds and bats, have been documented on the Project site and hydrological features supporting such species are not present on the Project site.
- **Impact BIO-1: Loss or Damage to Special-Status Species - Nesting Birds and Bats (Operation).** The Project would have less-than-significant impacts to nesting birds and bats during operations because any nesting birds and bats would become acclimated to the operational noise when choosing nesting or roosting sites or when birds are building nests on the Project site.
- **Impact BIO-2: Loss or Degradation of Riparian Habitat or Sensitive Natural Communities.** The Project would have no impact on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service because no such habitats or communities are present on the Project site.
- **Impact BIO-3: State or Federally Protected Wetlands.** The Project would not result in substantial adverse effects on State or federally protected wetlands through direct removal, filling, hydrological interruption, or other means because no federally protected wetlands occur on the Project site and compliance with the Stormwater Pollution Prevention Plan and Best Management Practices from the Municipal Regional Stormwater National Pollutant Discharge Elimination System (NPDES) Permit address any indirect impacts to nearby wetlands. Therefore, the Project will have less-than-significant impact.
- **Impact BIO-4: Interfere with Movement of Native Resident or Migratory Fish Species.** The Project would have no impact on the movement of fish species because there are no hydrological features onsite.
- **Impact BIO-4: Interfere with Wildlife Corridors.** The Project would have no impact on wildlife corridors because there are no known wildlife corridors on or directly adjacent to the Project site and wildlife will be able to move in and along Calabazas Creek during Project construction and operation.
- **Impact BIO-4: Impede Use of Native Wildlife Nursery Sites or Interfere with Movement of Native Migratory Wildlife Species (Nesting Birds During Operation).** The Project would have less-than-significant impacts on nesting birds during operation because any birds would become acclimated to the operational noise when choosing nesting sites and during building.
- **Impact BIO-5: Conflicts with Local Policies or Ordinances Protecting Biological Resources (Construction)**. The Project would result in the removal and replacement of trees in compliance with City regulations; therefore, construction impacts related to conflicts with local policies or ordinances protecting biological resources would be less than significant.

- **Impact BIO-5: Conflicts with Local Policies or Ordinances Protecting Biological Resources (Operation).** During operation the Project would not result in conflicts with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance because all replacement trees would be planted during construction of the Project, and therefore there would be no impact.

- **Impact BIO-6: Conflict with a Habitat Conservation Plan or Natural Community Conservation Plan.** The Project would not conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or State habitat conservation plan and no impact would occur, because the Project site is outside the Santa Clara Valley Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP) permit area, the Project is not a covered activity and no species covered by the HCP/NCCP are expected to occur on the Project site.

- **Impact C-BIO-1: Cumulative Special-Status Species—Nesting Birds and Bats (Operation).** The Project and identified cumulative projects would have less-than-significant impacts on nesting birds and roosting bats during operations because any birds and bats would become acclimated to the operational noise when utilizing available habitat.

- **Impact C-BIO-2: Cumulative State or Federally Protected Wetlands.** The Project, in combination with other foreseeable development in the vicinity, would not result in substantial adverse effects on State or federally protected wetlands through direct removal, filling, hydrological interruption, or other means because the Project and other foreseeable development would be required to comply with the State requirements found in the Construction General Permit if more than 1 acre would be affected as well as requirements of the Regional Water Board, Bay Region, and the Municipal Regional Permit (MRP). The Project would protect water quality through BMPs during construction and until the site is stabilized and after construction by incorporating low-impact development practices into the design to prevent pollution from stormwater runoff, promote infiltration, and slow the volume of water coming from the Project site. Therefore, the Project would have less than significant cumulative impact.

- **Impact C-BIO-3: Cumulative Impede Use of Native Wildlife Nursery Sites or Interfere with Movement of Native Migratory Wildlife Species (Operation).** The Project and identified cumulative projects would have less-than-significant impacts on wildlife nursery sites, specifically birds and their active nests, during operations because any birds would become acclimated to the operational noise when utilizing available habitat.

- **Impact C-BIO-4: Cumulative Conflicts with Local Policies or Ordinances Protecting Biological Resources (Construction).** The Project, in combination with other foreseeable development in the vicinity, would not result in conflicts with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance, because the Project would replace trees at a ratio that would be consistent with General Plan policies. Therefore, cumulative impacts would be less than significant.

- **Impact C-BIO-4: Cumulative conflicts with Local Policies or Ordinances Protecting Biological Resources (Operation).** The Project, in combination with other foreseeable development in the vicinity, would not result in conflicts with any local policies or ordinances protecting biological resources, such as the City's tree protection ordinance, during operation because all replacement trees would be planted during the construction phase of the cumulative projects and the Project. Therefore, there would be no cumulative impact.

9. Geology and Soils

- **Impact GEO-1: Landslides.** The Project would result in no impact related to landslides because the topography of the Project site and surrounding areas is relatively flat and not susceptible to landslides, and the Project site is not within or near a recognized Landslide Hazard Zone.
- **Impact GEO-1: Seismicity (Rupture of Known Earthquake Fault)**. The Project would not directly or indirectly cause potential substantial or adverse effects, including the risk of loss, injury, or death, involving rupture of a known earthquake fault, strong seismic ground shaking, or seismically related ground failure, because the Project site is not within a Alquist-Priolo Earthquake Fault Zone or Santa Clara County Fault Hazard Zone and no known active or potentially active faults exist on the Project site. Therefore, the impact would be less than significant.
- **Impact GEO-1: Seismicity (Groundshaking and Liquefaction).** The Project would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death, involving strong ground shaking, or seismically related ground failure because the Project would implement geotechnical recommendations of a design-level geotechnical report as required by the California Building Code and Santa Clara Municipal Code. Therefore, the Project would result in a less-than-significant impact.
- **Impact GEO-2: Erosion or Loss of Topsoil (Construction).** The Project would not result in substantial soil erosion or the loss of topsoil during construction because the Project will comply with the State Water Resources Control Board's Construction General Permit, including the Project's Stormwater Pollution Prevention Plan (SWPPP). Therefore, the Project would result in a less-than-significant impact.
- **Impact GEO-2: Erosion or Loss of Topsoil (Operation).** The Project would not result in substantial soil erosion or the loss of topsoil during operation because the Project site would be covered with buildings, pavement, and landscaping, which would minimize the potential for post-development erosion. Therefore, operation and maintenance of the Project would result in less-than-significant impacts.
- **Impact GEO-3: Soil Instability (Operation).** Operation of the Project would not result in unstable soil that could be subject to collapse because operations would not create new significant loads or require ongoing dewatering. Operation of the Project would result in no impacts related to static settlement, collapse or subsidence of unstable soil.
- **Impact GEO-3: Soil Instability (Lateral Spreading).** Potential impacts from lateral spreading due to construction of the Project would be less than significant because the potentially liquefiable layers under the Project site are not continuous and the soils have adequate cohesion.
- **Impact GEO-4: Expansive Soil.** The Project would not create substantial direct or indirect risks to life or property as a result of being located on expansive soil because the Project would be required to submit a design-level geotechnical report to the City for review and approval prior to the issuance of building and grading permits. The Project Sponsor would implement the geotechnical recommendations of the design-level geotechnical report to address expansive soil hazards and ensure the integrity of structures and other improvements. Accordingly, this impact would be less than significant.

- **Impact GEO-5: Septic Tanks and Alternative Wastewater Systems**. Sewer services at the Project site would be provided by the City of Santa Clara Sewer Utility. No septic tanks or alternative wastewater systems are proposed. The Project would not require soils that would be capable of supporting septic systems, resulting in no impact.

- **Impact GEO-6: Paleontological Resources (Operation).** There would be no impact on paleontological resources during Project operation because any impact on paleontological resources would occur during the construction phase of the Project.

- **Impact C-GEO-1: Cumulative Seismicity Impacts.** The Project, in combination with other foreseeable development in the vicinity, would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death, involving rupture of a known earthquake fault, strong seismic ground shaking, or seismically related ground failure because potential impacts of the Project related to seismicity would be localized and specific to the Project site and would not combine with other projects to create a cumulative impact. Therefore, no impact related to seismicity would result from the Project under cumulative conditions.

- **Impact C-GEO-2: Cumulative Erosion or Loss of Topsoil.** The Project, in combination with other foreseeable development in the vicinity, would not result in substantial soil erosion or loss of topsoil because potential impacts of the Project related to erosion or loss of topsoil would be localized and specific to the Project site and would not combine with other projects to create a cumulative impact. Therefore, no impact related to erosion or loss of topsoil would result from the Project under cumulative conditions.

- **Impact C-GEO-3: Cumulative Collapse of Unstable Soil.** The Project, in combination with other foreseeable development in the vicinity, would not result in the collapse of unstable soil because potential impacts of the Project related to collapse of unstable soil would be localized and specific to the Project site and would not combine with other projects to create a cumulative impact. Therefore, no impact related to the collapse of unstable soil would result from the Project under cumulative conditions.

- **Impact C-GEO-4: Cumulative Settlement or Subsidence of Unstable Soil (Operation)**. The Project, in combination with other foreseeable development in the vicinity, would not result in static settlement or subsidence during Project operation because the Project and cumulative projects would not create new significant loads that could trigger additional static settlement. The walls of the below-grade parking areas on the Project site would be waterproofed so that permanent dewatering would not be required during operation of the Project. Similar waterproofing would be required for structures extending below the groundwater table at the sites for cumulative projects, if any. Therefore, operation of the Project and cumulative projects would not result in the subsidence of unstable soil. Therefore, operation of the Project would result in no impacts related to static settlement or the subsidence of unstable soil under cumulative conditions.

- **Impact C-GEO-5: Cumulative Expansive Soil Impacts.** The Project, in combination with other foreseeable development in the vicinity, would not create substantial direct or indirect risks to life or property as a result of being located on expansive soil because potential impacts of the Project related to expansive soil would be localized and specific to the Project site and would not combine with other projects to create a cumulative impact. Therefore, no impact related to expansive soil would result from the Project under cumulative conditions.

- **Impact C-GEO-6: Cumulative Paleontological Resources Impacts (Operations).** There would be no impact on paleontological resources during operation of any cumulative project or the Project; any impact on paleontological resources would occur during the construction phase of the Project. Therefore, there would be no impact during operation under cumulative conditions.

10. Hydrology and Water Quality

- **Impact WQ-1: Water Quality (Construction Discharge).** The Project would involve construction activities, including excavation and grading, which can increase the potential for erosion and sedimentation from stormwater runoff and for the leaching/transport of potential contaminants from disturbed soil. The Project would not violate any waste discharge requirements during construction because compliance with State, regional and local regulation would ensure protection of surface water and ground water quality during construction activities. Therefore, impacts related to discharges of construction dewatering effluent would be less than significant.

- **Impact WQ-3: Drainage Patterns (Erosion and Siltation).** Construction activities would involve excavation and grading, which could temporarily alter drainage patterns and expose soil to potential erosion. Compliance with the Construction General Permit would ensure that construction of the Project would result in less-than-significant impacts. During operation, the Project site would be covered by structures, pavement, and landscaping, with no ongoing soil exposure or disturbance that could result in erosion or siltation. Compliance with the MRP would have a beneficial effect on the quality of stormwater runoff from the Project site compared to the existing condition. Therefore, construction and operation of the Project would result in less-than-significant impacts related to erosion/siltation or creating other sources of polluted runoff.

- **Impact WQ-3: Drainage Patterns (Dam Failure).** The Project site is within the dam failure inundation areas of multiple dams operated by Valley Water. Although the Project could impede or redirect flooding from dam failure inundation, the likelihood of dam failure is low because these dams are regularly inspected by the Division of Safety of Dams (DSOD). Furthermore, reservoir restrictions are already in place for Anderson Dam, which was the only dam to be rated "poor" by DSOD. Therefore, the Project would result in less-than-significant impacts related to impeding or redirecting floodflows from dam failure inundation.

- **Impact WQ-4: Release of Pollutants Due to Inundation (Tsunami and Seiches).** No impacts related to the release of pollutants would occur due to a tsunami or seiches because the Project is not within a Tsunami Hazard Zone or an area subject to effects of seiches. The Project site is within the dam failure inundation areas of multiple dams operated by Valley Water. If a seiche were to occur in the reservoirs of any of these dams, it could cause overtopping of the dams and result in inundation of downstream areas. Because these dams are many miles upstream from the Project site, potential inundation caused by a seiche overtopping any of these facilities would be expected to remain within the creeks near the Project site.

- **Impact WQ-4: Release of Pollutants Due to Inundation (Flooding During Operation).** The Project would be designed to accommodate future flooding and sea-level rise (SLR), Therefore, the Project would not be at risk from pollutants being released due to inundation during operation and impacts would be less than significant.

- **Impact C-WQ-3: Cumulative Drainage Pattern Impacts (Erosion and Siltation).** Construction of the Project would involve excavation and grading that could temporarily alter drainage

patterns and expose soil to potential erosion. Compliance with the Construction General Permit would ensure that construction of the Project would not create cumulatively considerable impacts related to erosion and siltation or other sources of polluted runoff; the Project's contribution to cumulative impacts would not be considerable. During operation of the Project and cumulative projects, ground surfaces would be covered by structures, pavement, and landscaping, with no ongoing soil exposure or disturbance that could result in erosion and siltation. Required compliance with the MRP would also have a beneficial effect on the quality of stormwater runoff from the Project site and cumulative projects compared to existing conditions. Therefore, compliance with the MRP would ensure that operation of the Project would not create cumulatively considerable impacts related to erosion and siltation or other sources of polluted runoff; the Project's contribution to cumulative impacts would not be considerable. Cumulative impacts related to soil erosion are less than significant.

- **Impact C-WQ-4: Cumulative Release of Pollutants Due to Inundation (Tsunami and Seiches)**. The Project site and the sites for cumulative projects are not within a Tsunami Hazard Area. The Project site would not be subject to inundation by seiches and cumulative projects would also not be subject to inundation by seiches for the same reasons. Therefore, no cumulative impacts related to the release of pollutants in the event of a tsunami or seiche would occur.
- **Impact C-WQ-4: Cumulative Release of Pollutants Due to Inundation (Flooding During Operation).** The Project and cumulative projects that are intersected by special flood hazard areas would be designed to accommodate future flooding conditions in accordance with Chapter 15.45 of the City Code. The Project has been designed to accommodate future flooding conditions and SLR. Therefore, operation of the Project would not result in a risk related to the release of pollutants due to flooding, and this cumulative impact would be less than significant.

11. Hazards and Hazardous Materials

- **Impact HAZ-1: Routine Transport, Use, or Disposal of Hazardous Materials.** Hazardous materials (e.g., fuel, oils, paints) would be routinely transported, stored, and used at the Project site during construction activities. Because the Project would result in land disturbance involving more than 1 acre, the management of soil and hazardous materials during construction activities would be subject to the requirements of the NPDES Construction General Permit, which requires preparation and implementation of a SWPPP that includes hazardous materials storage requirements. Construction of the Project would result in the generation of various waste materials that would require recycling and/or disposal, including some waste materials that could be classified as hazardous waste. Hazardous materials would be transported by a licensed hazardous waste hauler and disposed of at facilities that are permitted to accept such materials, as required by the Department of Transportation (DOT), Resource Conservation and Recovery Act (RCRA), and State regulations. Compliance with existing regulations would ensure that potential impacts related to the routine transport, use, or disposal of hazardous materials during construction of the Project would be less than significant. Operation of the Project would involve the routine storage and use of small quantities of commercially available hazardous materials for routine maintenance (e.g., painting and cleaning); this could also include the generation of medical wastes related to laboratories and research-and-development facilities. Any laboratory spaces on the Project site would be required to be designed, constructed, and operated in accordance with the California Fire Code, which includes requirements for the use and storage of hazardous or flammable materials as well as hazardous or flammable fumes and exhaust systems. If hazardous materials would be stored in excess of specific quantities during Project operation,

the Project would be required to comply with existing hazardous materials regulations, including preparation of a Hazardous Materials Business Plan (HMBP), which is enforced by the City's Community Risk Reduction Division. Compliance with Occupational Safety and Health Administration (OSHA) and Cal/OSHA regulations, the California Fire Code, California Health and Safety Code Division 20, Chapter 6.5, CCR, DOT, RCRA, and federal, State, regional, and local regulations would ensure that the Project would not create a significant hazard to the public or the environment associated with the routine transport, use, or disposal of hazardous materials. Such materials would be properly handled during construction and operation of the Project. Therefore, this impact would be less than significant.

- **Impact HAZ-2: Accidental Releases of Hazardous Materials (Hazardous Building Materials).** Impacts related to the removal and disposal of hazardous buildings materials would be less than significant during Project construction and operation. Hazardous building materials removed prior to demolition activities must be transported in accordance with DOT regulations and disposed of in accordance with the RCRA, TSCA, CCR, and/or the California Universal Waste Rule at a facility permitted to accept the wastes. Compliance with Cal/OSHA's Construction Lead Standard and ACM regulations, CCR Title 8, Section 1532.1, Department of Health Services Regulation 17, CCR Sections 35001 through 36100, BAAQMD regulations under Rule 11-2, TSCA, DTSC hazardous waste rules, and other federal and State regulations (e.g., universal waste regulations), the Municipal Regional Stormwater NPDES Permit, and BASMAA protocols would ensure that potential construction and operational impacts of the Project related to the accidental release of hazardous building materials into the environment would be less than significant.

- **Impact HAZ-2: Accidental Releases of Hazardous Materials (Spills, Leaks, or Improver Disposal of Hazardous Materials).** Impacts related to accidental spills, leaks, and improver disposal of hazardous materials would be less than significant during Project construction and operation. The Project would prepare and implement a SWPPP to reduce the risk of spills or leaks that might reach the environment, including procedures to address minor spills of hazardous materials. Measures to control spills, leakage, and dumping must be addressed through structural as well as nonstructural best management practices (BMPs). For example, equipment and materials for the cleanup of spills must be available onsite, and spills and leaks must be cleaned up immediately, with contaminated materials disposed of properly. BMPs also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. The transport of hazardous materials is subject to both federal and State regulations and if a discharge or spill of hazardous materials occurs during transportation, the transporter is required to take appropriate immediate action to protect human health and the environment (e.g., notify local authorities and contain the spill); the transporter is also responsible for the discharge cleanup. If significant quantities of hazardous materials would be stored at the Project site during operation, or if medical waste would be generated, compliance with City hazardous materials programs, as administered by the Community Risk Reduction Division, and compliance with DEH's Medical Waste Management Program would require hazardous materials and medical waste to be properly labeled, stored, and disposed of; training and planning would also be required to ensure appropriate responses to spills and emergencies. Compliance with existing regulations regarding the management, transport, and disposal of hazardous materials would ensure that potential impacts related to spills, leaks, or improper disposal of hazardous materials handled during construction and operation of the Project would be less than significant.

- **Impact HAZ-3: Hazardous Emissions within 0.25 Mile of Schools.** The Project would not emit hazardous emissions or involve handling hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school because the Project site is not within 0.25 of an active or pending school. Therefore, the Project would have no impact related to hazardous emissions within 0.25 mile of a school.

- **Impact HAZ-4: Government Code Section 65962.5.** The Project site is not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would not create a significant hazard to the public or the environment. Therefore, the Project would have no impact related to listed hazardous sites.

- **Impact HAZ-5: Aviation Hazards**. The Project would not result in a safety hazard or excessive noise for people residing or working in the Project area due to proximity to San José International Airport because any proposed structure or building, including temporary construction cranes, on the Project site that could exceed an imaginary surface radiating at 100:1 (horizontal:vertical) from the runways of San José International Airport (this imaginary surface extends from approximately 168 feet above ground level (AGL) at the southeast portion of the Project site to approximately 185 feet AGL at the northwest portion of the Project site) would require submittal to the Federal Aviation Administration (FAA) for airspace safety review. For each building or structure with a maximum proposed height exceeding this imaginary surface, the Project must obtain a "Determination of No Hazard" from the FAA for each rooftop corner and any additional higher points. In addition, compliance with FAR Part 77 would ensure that the Project would be reviewed by the FAA and that any recommendations from the FAA for alteration of the Project's designs, markings, or lighting would be implemented to ensure that operation of the Project would not create aviation hazards. Therefore, compliance with conditions set forth by the FAA in its determinations and FAR Part 77 would ensure that the Project would not create aviation hazards and potential construction and operational impacts of the Project related to aviation hazards would be less than significant.

- **Impact HAZ-6: Emergency Response and Evacuation.** The Project would not impair or physically interfere with an adopted emergency response plan or emergency evacuation plan because construction activities that would result in temporary roadway closures would require traffic permits from the City and a traffic control plan, which would maintain emergency response and evacuation access through appropriate traffic control measures and detours. The Project would not impair or interfere with the City's ability to implement the emergency preparation or response actions described in the Local Hazard Mitigation Plan or Emergency Operations Plan (EOP). The Project would be built to adhere to all safety requirements required by the City and would not interfere with emergency response actions. Implementation of City General Plan policies related to emergency response and evacuation, including Policies 5.10.5-P1 through 5.10.5-P4 would ensure that the City would maintain an effective emergency response program that would account for development of the Project. Therefore, construction and operation of the Project would have a less-than-significant impact related to emergency response and evacuation.

- **Impact HAZ-7: Wildfire.** The Project would not expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires because the Project site and surrounding areas are highly urbanized and not located near heavily vegetated areas or wildlands that could be susceptible to wildfire. The Project site and surrounding areas are in a Local Responsibility Area and not within or near a Very High Fire Hazard Severity Zone, as

mapped by the California Department of Forestry and Fire Protection (CAL FIRE). Therefore, the Project would have no impact related to wildland fire hazards.

- **Impact C-HAZ-1: Cumulative Routine Transport, Use, or Disposal of Hazardous Materials.** The Project, in combination with other foreseeable development in the vicinity, would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials because the Project and other foreseeable development in the vicinity would be required to comply with existing hazardous materials regulations, including OSHA and Cal/OSHA regulations; the California Fire Code; California Health and Safety Code Division 20, Chapter 6.5, Chapter 6.67, Chapter 6.7, and Chapter 6.95; CCR; DOT; RCRA; and federal, State, regional, and local regulations, which would ensure that the Project and cumulative projects would not create a significant hazard to the public or the environment associated with the routine transport, use, or disposal of hazardous materials during construction or operation. Therefore, the Project would not result in cumulatively considerable impact related to the routine transport, use, or disposal of hazardous materials.

- **Impact C-HAZ-2: Cumulative Accidental Releases of Hazardous Materials (Operation).** The Project, in combination with other foreseeable development in the vicinity, would not create a significant hazard to the public or the environment through reasonably foreseeable upset or accident conditions involving the release of hazardous materials into the environment during operation because required compliance with existing hazardous materials regulations, including OSHA and Cal/OSHA regulations; the California Fire Code; California Health and Safety Code Division 20, Chapter 6.5, Chapter 6.67, Chapter 6.7, and Chapter 6.95; CCR; DOT; RCRA; and federal, State, regional, and local regulations, would ensure that the Project and cumulative projects, when operational, would not create a significant hazard to the public or the environment associated with an accidental release of hazardous materials. Therefore, the Project would not result in cumulatively considerable impact related to the accidental release of hazardous materials during operation.

- **Impact C-HAZ-3: Cumulative Aviation Hazards.** The Project, in combination with other foreseeable development in the vicinity, would not result in a safety hazard or excessive noise for people residing or working in the Project area due to proximity to San José International Airport because the Project and other foreseeable development in the vicinity would comply with FAR Part 77. Therefore, the Project would result in less-than-significant cumulative impacts related to aviation hazards.

- **Impact C-HAZ-4: Cumulative Emergency Response and Evacuation.** The Project, in combination with other foreseeable development in the vicinity, would not impair or physically interfere with an adopted emergency response plan or emergency evacuation plan because any construction activities that would result in temporary roadway closures would require traffic permits from the City and a traffic control plan, which would maintain emergency response and evacuation access through appropriate traffic control measures and detours. In addition, the Project and cumulative projects would not impair or interfere with the City's ability to implement the emergency preparation or response actions described in the Local Hazard Mitigation Plan or EOP. Implementation of the City's General Plan policies related to emergency response and evacuation, including Policies 5.10.5-P1 through 5.10.5-P4 would ensure that the City would maintain an effective emergency response program that would account for operation of the Project and cumulative projects. Therefore, construction and operational impacts from the Project would be less than significant and not cumulatively considerable.

12. Population and Housing

- **Impact POP-1: Population Growth.** Implementation of the Project would not induce substantial unplanned population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads of other infrastructure) because the population within the city or county as a result of workers relocating is not anticipated to increase substantially during Project construction. As shown in Table 3.12-6, the Project would result in the construction of up to 1,800 residential units on the Project site, 15 percent of which would be affordable. This would generate approximately 3,870 new residents, based on a household generation rate of 2.15 residents per unit. The Project would account for approximately 17.3 percent of the city's population growth over this 15-year period. However, the Project is an infill development within an already-developed area of the city, and the employment growth under the Project is largely accounted for in the General Plan as well as regional growth plans, such as ABAG projections. The Project would increase the supply of housing in the city by providing 1,800 new housing units. Although the Project would generate 544 employees beyond what was assumed for the site under the General Plan, the indirect regional housing demand generated by these additional employees would constitute approximately 0.07 percent of household growth expected in the Bay Area between 2025 and 2040, which is minimal. Because the Project would construct housing anticipated housing demand in the city can be accommodated in the city, and the level on unanticipated housing demand in the region would be small. Therefore, the Project would not induce a substantial level of unplanned population growth, either directly or indirectly, and impacts would be less than significant.

- **Impact POP-2: Displacement of Existing People or Housing.** The Project would not displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere because, although the Project will demolish the four light industrial buildings present at the site, the Project would not demolish any residential housing, including the nearby Adobe Well Mobile Home Park. Therefore, the Project would not displace residents. The Project would result in no impact related to the displacement of housing.

- **Impact C-POP-1: Cumulative Population and Housing Impacts.** The Project, in combination with other foreseeable development in the vicinity, would not induce substantial unplanned population growth within Santa Clara and region because construction workers for the Project and construction workers associated with the cumulative projects would not be expected to relocate permanently for construction work and therefore would not substantially increase the population in the city or the county. Therefore, the cumulative projects and the Project would not result in a significant cumulative impact related to unplanned population growth during construction. In addition, the cumulative scenario for this EIR includes 3 million gsf of office development for the Project site, as identified in the General Plan, and therefore is included in ABAG growth projections. Because the office development was included in projections, it would not contribute to a cumulative impact related to unplanned population and housing growth. As shown in Table 3.12-6, retail, childcare, and residential uses would generate 544 employees who were not included in projections; however, within the cumulative context, this is a very small number and would not, in combination with other foreseeable development, significantly contribute to a cumulative impact. Therefore, the Project's contribution to a cumulative impact would be less than significant.

13. Public Services

- **Impact PS-1: Fire Services and Facilities.** The Project would not result in the need for new or physically altered fire service facilities because the Project's estimated 400 onsite construction workers would most likely be drawn from the existing and future labor market in the city and the county and would be included with the service population of the Santa Clara Fire Department (SCFD). Additionally, a Fire Service Needs Assessment (Needs Assessment) was prepared for the Project in 2023. The Needs Assessment found that current service levels could be maintained with the operation of the Project, provided there was an increase in the personnel, the positions of Fire Protection Engineer and Deputy Fire Marshal were filled, and Fire Station 10 was completed and staffed. No specific need for additional facilities that could result in physical environmental impacts were identified in the Needs Assessment. Therefore, the Project would not result in substantial adverse physical environmental impacts associated with the provision of new or physically altered fire protection facilities in order to maintain acceptable service ratios, response times, or other performance objectives. As such, the Project's construction and operational impacts related to fire protection would be less than significant.

- **Impact PS-2: Police Services and Facilities.** The Project would not result in the need for new or physically altered police service facilities because the Project's estimated 400 onsite construction workers would most likely be drawn from the existing and future labor market in the city and the county and would not increase the Santa Clara Police Department's (SCPD's) existing service population in a way that would necessitate the expansion of SCPD facilities. In addition, the Project would not trigger the need for the construction of a new police facility or the expansion of the existing one. The SCPD participates in a mutual aid agreement with the other law enforcement jurisdictions in Santa Clara County, which could provide services to the Project site, as needed. Furthermore, the Project alone would not result in any impacts to the SCPD's response time objectives. The Project would not result in substantial adverse physical environmental impacts associated with the provision of new or physically altered police facilities in order to maintain acceptable service ratios, response times, or other performance objectives. Therefore, the construction and operation of the Project would result in a less-than-significant impact related to police services and facilities.

- **Impact PS-3: School Facilities.** The Project would not result in the need for new or physically altered school facilities because the Project's estimated 400 onsite construction workers would most likely be drawn from the existing and future labor market in the city and the county and would be included with the anticipation student population of the Santa Clara Unified School District (SCUSD). In addition, capacity for additional students currently exists in Kathryn Hughes Elementary and Huerta Middle School, which would serve the Project area. Capacity for additional students at Kathleen MacDonald High School would be available by the time the Project is operational. The Project would be subject to Senate Bill (SB) 50 School Impact Fees. Therefore, Project construction and operation would not trigger a need for the construction of new schools or expansion of existing facilities, resulting in a less-than-significant impact.

- **Impact PS-4: Parks and Recreation Facilities.** The Project would not result in the need for new or physically altered parks and recreational facilities, would not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration would result, and would not include or require construction of recreational facilities that might have an adverse physical effect because the Project's estimated 400 onsite construction workers would most likely be drawn from the existing and future labor market in the city and the

county and construction of the Project would not result in the need for new or physically altered park facilities. In addition, the Project would dedicate parkland and provide recreational space, avoiding the impact of new residents on existing park and recreational space. If the amount of acreage changes, a fee in lieu of parkland dedication could be required. Because the Project would provide public parkland and private recreational space that would meet the demands of Project residents, the Project would result in a less-than-significant impact related to parks and recreation facilities.

- **Impact PS-5: Library Facilities.** The Project would not result in the need for new or physically altered library facilities, because the Project's 400 onsite construction workers would most likely be drawn from the existing and future labor market in the city and the county and therefore would not put additional strain on library services that would require rehabilitation or the construction of new library facilities. In addition, the Project's 3,870 residents and 12,544 employees would result in a population of 155,585, which would result in 0.67 square foot of library space per capita, still above the 0.3 square foot per capita that the American Planning Association (APA) suggests as the minimum for a city of this size. Therefore, the Project would result in a less-than-significant impact related to library facilities.

- **Impact C-PS-1: Cumulative Public Service Impacts.** The Project, in combination with other foreseeable development in the City, would not result in the need for new or physically altered public service facilities. The estimated 400 onsite construction workers associated with the Project and the construction workers associated with the cumulative projects would most likely be drawn from the existing and future labor market in the city and the county and included within the service population of the SCFD. In addition, construction workers would not increase the SCPD's existing service population in a way that would necessitate the expansion of SCPD facilities, would not increase the SCUSD's existing student population in a way that would necessitate the expansion of SCUSD facilities, would not increase the existing service population of the Parks Department in a way that would necessitate the expansion of park facilities, and would not put an additional strain on library services that would require the rehabilitation of existing facilities or the construction of new library facilities. A Needs Assessment prepared for the Project determined that with the completion of Fire Station 10, which would be operational by the time the Project would be constructed, and additional staffing, there would be no need for new facilities to maintain service ratios. The Project would also be built according to fire code standards, decreasing the likelihood of fire risk at the site. Because the Project, upon completion, would be close to a new fire station that would adequately serve the Project site, would not be located in a high-risk fire hazard zone, and would be constructed according to the most current fire code standards, the Project's operational contribution to cumulative fire protection impacts would not be cumulatively considerable. The Project would not trigger the need for the construction of a new police facility, the construction of which would cause significant environmental impacts. The Project's operational contribution to a cumulative police services impact would not be considerable. The SCUSD enacted development fees in accordance with the Leroy F. Greene School Facilities Act and levies the fees on development projects within its service area. Other projects would also be required to pay school impact fees, which are based on the amount of proposed residential and commercial space. This process, as well as the fee payment and SCUSD's Strategic Plan planning process discussed in the regulatory setting section above, would ensure that citywide growth would be reasonably accommodated within the cumulative context and the Project's operational contribution to cumulative impacts would not be considerable. Compliance with Santa Clara City Code Chapter 17.35 would ensure that

development projects would provide adequate park and recreational facilities or contribute a fee to meet the demand for recreational space generated by the projects. Therefore, the development projects would not increase the use of existing neighborhood parks such that physical deterioration of park facilities and overcrowding would occur or be accelerated. Therefore, the current development would not be expected to result in a significant cumulative impact related to parks and recreation. With the provision of adequate park and recreational land within the Project site and/or payment of a fee in lieu of dedication, the Project's operational contribution to cumulative impacts would not be considerable. The addition of the 3,870 residents generated by the Project would result in a population of 155,585, which would result in 0.67 square foot of library space per capita, still above the 0.3 square foot per capita APA suggests as the minimum for a city of this size. Therefore, the Project would not substantially contribute to the need for a new library facility. Therefore, operation of the Project would not result in a cumulatively considerable impact related to library services. Therefore, the Project would result in a less-than-significant cumulative impact related to public services.

14. Tribal Cultural Resources

- **Impact TRC-1: Tribal Cultural Resources (Operations).** Operation of the Project would not cause a substantial adverse change in the significance of a tribal cultural resource that is a) listed or eligible for listing in the CRHR or in a local register of historical resources, as defined in PRC Section 5020.1(k), or b) determined by the lead agency to be significant pursuant to criteria set forth in subdivision (c) of PRC Section 5024.1 because any impact on tribal cultural resources would occur during Project construction. Thus, no impact related to tribal cultural resources could result from operation of the Project.

- **Impact C-TCR-1: Cumulative Impacts on Tribal Cultural Resources (Operation)**. Operation of the Project, in combination with other foreseeable development in the vicinity, would not result in impacts on tribal cultural resources because any impact on tribal cultural resources would occur during construction. Thus, no impact related to tribal cultural resources would result from operation under cumulative conditions.

15. Utilities and Service Systems

- **Impact UT-1: Utility Relocation, Construction, or Expansion (Other Than Stormwater Facilities).** The Project would not require or result in the relocation or construction of new or expanded water, wastewater treatment, electricity, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects during construction or operation. Therefore, impacts related to relocation or construction of new or expanded water, wastewater treatment, electricity, natural gas or telecommunication facilities would be less than significant.

- **Impact UT-2: Water Supply.** The Project would have sufficient water supplies available to serve the Project and reasonably foreseeable future development during normal, dry, and multiple dry years because the Project is within the 2020 Urban Water Management Plan (UWMP) growth projections and implement sustainability features. Construction activities within the Project site would be served by existing recycled water systems and infrastructure. Because there is adequate recycled water service available at the Project site, construction activities that require water, such as for dust suppression and dewatering, would be met through the either the use of onsite recycled water or use of recycled water conveyed by water trucks and tanks. Because the City determined that the Project's

water demand would be within the City's modeled 2020 UWMP growth projections, an adequate water supply would be available to serve the Project under normal-year, single dry-year, and five consecutive dry-year conditions, as described above for the City's water service reliability assessment. Similarly, projected water demand for reasonably foreseeable future development, including the Project, would also be met with the City's water supply; therefore, the supply is projected to be adequate with respect to meeting demand through 2045. In addition, because recycled water is currently available at the Project site and at some of the reasonably foreseeable future development sites, the Project and future development could connect to the existing recycled water system. In addition to using recycled water, the Project would also include a number of sustainability features to reduce water use. Such features would involve building and landscape rainwater capture and reuse; greywater reuse; the use of reclaimed wastewater onsite, low-flow plumbing fixtures, native drought-tolerant landscaping, and flow-through planters; and reductions in impermeable surfaces. All of these Project-specific sustainability features would help offset potable water demand from the Project. Therefore, because the Project's water demand would be within the 2020 UWMP growth projects, and given the sustainability features that would be implemented, the Project's construction and operational impact on water supply would be less than significant.

- **Impact UT-3: Wastewater Treatment Capacity.** The Project would result in a determination by the wastewater treatment provider that serves or may serve the Project that it has adequate capacity to serve the Project's projected demand in addition to the provider's existing commitments because portable restrooms would be temporarily installed onsite, construction is not anticipated to result in substantially elevated wastewater generation levels in the local sanitary sewer system, and dewatering discharge rates would be less than peak storm flows and within system capacity. Construction of the Project would not result in capacity deficiency in local or downstream sewers in the near term or future, according to the Project's Sanitary Sewer Capacity Evaluation (Sewer Study). Therefore, the San José/Santa Clara RWF would have adequate capacity to serve the Project's projected demand in addition to the wastewater facility's existing commitments. In addition, a Sewer Study evaluated wastewater treatment and sewer capacity projections for the Project, which found that both sewer options included in the Project would reduce the peak wet-weather flow reaching the Tasman Lift Station, and flows would not exceed the life station's capacity. The wastewater treatment provider that serves the Project would have adequate capacity to serve the Project's projected demand in addition to the provider's existing commitments, Therefore, the Project would have a less-than-significant impact related to wastewater treatment capacity.

- **Impact UT-4: Solid Waste Capacity.** The Project would not generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals because the Project would include a construction and demolition plan that would call for approximately 90 to 95 percent of demolition material to be recycled. The Project would use salvaged, recycled, and low-impact materials where appropriate and send them for treatment and reuse rather than to a landfill. During construction, the Project would reuse excavation materials, process demolition onsite, segregate waste streams, audit waste, and implement take-back schemes. Organic material cleared during construction could be reused as fill in future landscaped areas onsite or offsite. Therefore, because approximately 90 to 95 percent of demolition materials would be recycled, which is in excess of the 80 percent solid waste diversion goal in the City's CAP, the Project's construction impact would be less than significant. The Project would comply with the mandatory requirements of the Santa Clara Commercial and Residential Recycling Programs to help the City meet its waste diversion goal of 65 percent as well as City ordinances that regulate single-use carryout bags and

expanded polystyrene foam food-service ware. In addition, the Project would be served by a landfill with adequate permitted capacity and able to accommodate the Project's solid waste disposal needs. Therefore, the Project would have a less-than-significant impact on solid waste capacity.

- **Impact UT-5: Solid Waste Regulations.** The Project would not result in the generation of unique types of solid waste that would conflict with applicable solid waste disposal and would be required to comply with City solid waste disposal requirements, including recycling, composting, and special materials disposal programs to comply with the provisions of AB 939. Therefore, the Project would have no impact related to compliance with applicable federal, State, and local statutes and regulations related to solid waste.
- **Impact C-UT-1: Cumulative Utilities Impacts.** The Project, in combination with other foreseeable development in the vicinity, would not require or result in the construction of new water, wastewater, stormwater treatment, electricity, or telecommunication facilities; result in a determination of inadequate wastewater treatment capacity; or generate solid waste in excess of State or local standards because construction of the cumulative projects would be temporary and would use existing utility connections for construction purposes to connect with water, wastewater, stormwater, electrical, and telecommunication systems. In addition, construction of the cumulative projects and the Project would not permanently increase wastewater generation or solid waste generation. Valley Water would assess whether changes to Valley Water's Water Supply Master Plan 2040 would be needed to adapt to changing supply and demand conditions, climate change, regulatory and policy changes, other risks, and uncertainty. Therefore, the Project would not result in cumulatively considerable impacts related to water supply facilities because the master plan accounts for facility planning, which includes the Project and Project region. Flows to the Tasman Lift Station decrease in future conditions under both options because a number of improvements to the sewer system are planned, which would be implemented by 2035. Therefore, a significant cumulative impact on wastewater treatment facilities and capacity would not occur. Development in the City would consist primarily of redevelopment, which would not substantially increase impervious surfaces in the City. Existing regulations require new projects to address the need for stormwater treatment. As such, there would be no cumulative impacts from development on the City's stormwater drainage facilities. The City has an arrangement with the Newby Island Landfill, as well as other landfills located outside of the county, to provide disposal capacity through 2041, according to CalRecycle. Therefore, there would be available capacity for the region, and no cumulative impacts related to solid waste would occur. The Project's proposed substation would be maintained by the City's public utility provider, SVP. As such, there would be no cumulative impacts from development on the City's electricity, natural gas, and telecommunications facilities. Therefore, the Project would result in a less than significant cumulative impact related to utilities.

B. Less-than-Significant Impacts that Require Mitigation

Potentially significant impacts have been determined by the City to be reduced to a level of less than significant through the environmental analysis of the Project and identification of Project design features; compliance with existing laws, codes, and statutes; and the identification and incorporation of feasible mitigation measures. For these impacts, the City has thus found—in accordance with CEQA Section 21081(a)(1) and State CEQA Guidelines Section 15091(a)(1)—that "[c]hanges or alterations have been

required in, or incorporated into, the project which mitigate or avoid the significant effects on the environment." (See also Public Resources Code Section 21081(a)(1).)

The Final EIR identified the significant impacts below that, with mitigation, can be reduced. Based on the findings in the Final EIR, as well as the evidence in the record, the impacts can be mitigated to a less-than-significant level, as discussed below.

1. Transportation

The topic of transportation was analyzed in Section 3.2 of the EIR. The EIR determined that the Project could result in significant impacts related to transportation and recommended mitigation measures, as discussed below.

Impact TRA-1: Consistency with Adopted Plans, Ordinances, and Policies Regarding Roadways (Construction).

FINDING: Implementation of Mitigation Measure TRA-1.1, which is hereby adopted and incorporated into the Project, would reduce the construction impacts related to consistency with adopted plans, ordinances and policies regarding roadways to a less-than-significant level. The City finds preparation and implementation of a Construction Management Plan to be feasible. A Construction Management Plan would minimize disruptions to the roadway network caused by Project construction activities. The City hereby determines that any impacts related to consistency with adopted plans, ordinances, and policies regarding roadways from construction remaining after implementation of Mitigation Measure TRA-1.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Typical activities related to construction of the Project could include lane narrowing and/or lane closures. Such activities could conflict with General Plan policies that require new development to provide streets that meet City goals and standards. Therefore, Project construction could conflict with an applicable plan, ordinance, or policy addressing the roadway network, resulting in a significant impact. Mitigation Measure TRA-1.1 would require the Project to prepare and submit a Construction Management Plan prior to issuance of any building permit and in the event of any type of closure, clear signage (e.g., closure and detour signs) must be provided to ensure that vehicles will be able to reach their intended destinations safely. With implementation of Mitigation Measure TRA-1.1, the Project would not conflict with an applicable plan, ordinance, or policy addressing the roadway network. This would reduce construction impacts related to consistency with adopted plans, ordinances, and policies regarding roadways to a less-than-significant level.

> <u>Mitigation Measure TRA-1.1: Construction Management Plan.</u> Prior to the issuance of each building permit, the Project Sponsor shall prepare a construction management plan for review and approval by the Public Works Department. The plan, which shall be implemented during construction, shall include at least the following items and requirements:

- A comprehensive set of traffic control measures, including measures regarding detour signs, if required; lane closure procedures; sidewalk closure procedures; signs; cones for drivers; and designated construction access routes.
- Notification procedures for adjacent property owners, the public, transit operators, and public safety personnel regarding when detours and lane closures will occur.

- The location of construction staging areas for materials, equipment, and vehicles (must be located on the Project site).
- Identification of haul routes for the movement of construction vehicles to minimize impacts on vehicular, pedestrian, and transit vehicle traffic, circulation, and safety and provisions for monitoring surface streets used for haul routes so that any damage and debris attributable to the haul trucks can be identified and corrected. Construction vehicles shall be required to use designated truck/haul routes.
- Provisions for the removal of trash generated by Project construction activity.
- A process for responding to and tracking complaints pertaining to construction activity.
- Parking restrictions—specifically, construction vehicles and construction workers shall not be allowed to park in adjacent residential neighborhoods, and construction vehicles shall be required to park in the construction zone or in temporary parking lots onsite.
- Provisions that address the construction schedule, street closures and/or detours, construction staging areas and parking, and the planned truck routes.

Impact TRA-2: Consistency with Adopted Plans, Ordinances, and Policies Regarding Transit (Construction).

FINDING: Implementation of Mitigation Measure TRA-1.1, which is hereby adopted and incorporated into the Project, would reduce the construction impacts related to consistency with adopted plans, ordinances, and policies regarding transit to a less-than-significant level. The City finds preparation and implementation of a Construction Management Plan to be feasible. The City hereby determines that any construction impacts related to consistency with adopted plans, ordinances, and policies regarding transit remaining after implementation of Mitigation Measure TRA-1.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Project construction activities could temporarily impede light rail transit or bus operations or close the bus stop adjacent to the Project frontage on Tasman Drive. This would conflict with General Plan policies that encourage development of a multimodal transportation system. Therefore, Project construction could conflict with an applicable plan, ordinance, or policy addressing public transit, resulting in a significant impact. Any changes to light rail or bus operations during construction would require prior approval and adequate countermeasures approved by the Santa Clara Valley Transportation Authority (VTA). Mitigation Measure TRA-1.1 would include provisions to maintain these facilities and services. With implementation of Mitigation Measure TRA-1.1, the Project would not conflict with an applicable plan, ordinance, or policy addressing public transit. This would reduce the construction impacts related to consistency with adopted plans, ordinances, and policies regarding transit to a less-than-significant level.

<u>Mitigation Measure:</u> Implement Mitigation Measure TRA-1.1.

Impact TRA-3: Consistency with Adopted Plans, Ordinances and Policies Regarding Bicycle Facilities (Construction).

FINDING: Implementation of Mitigation Measure TRA-1.1, which is hereby adopted and incorporated into the Project, would reduce construction impacts to bicycle facilities to a less-than-significant level. The City finds preparation and implementation of a Construction Management Plan to be feasible. The City hereby

determines that any impacts related to consistency with adopted plans, ordinances, and policies addressing bicycle facilities remaining after implementation of Mitigation Measure TRA-1.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Project construction activities could result in the temporary closure of bike lanes on Tasman Drive. This would conflict with General Plan policies that encourage development of a multimodal transportation system and 2018 Bicycle Plan Update Policy 2.C.4, which states that bicycle lanes shall be maintained next to construction zones whenever feasible. Therefore, Project construction could conflict with an applicable plan, ordinance, or policy addressing bicycle facilities, resulting in a significant impact. Any changes to existing bicycle facilities would require prior approval or adequate countermeasures approved by the Public Works Department. Mitigation Measure TRA-1.1 would include provisions to maintain bicycle connections within the Project vicinity during construction. With implementation of Mitigation Measure TRA-1, the Project would not conflict with an applicable plan, ordinance, or policy addressing bicycle facilities. This would reduce the construction impacts related to consistency with adopted plans, ordinances, and policies regarding bicycle facilities to a less-than-significant level.

Mitigation Measure: Implement Mitigation Measure TRA-1.1.

Impact TRA-4: Consistency with Adopted Plans, Ordinances and Policies Regarding Pedestrian Facilities (Construction).

FINDING: Implementation of Mitigation Measure TRA-1.1, which is hereby adopted and incorporated into the Project, would reduce the construction impacts related to consistency with adopted plans, ordinances, and policies addressing pedestrian facilities to a less-than-significant level. The City finds preparation and implementation of a Construction Management Plan to be feasible. The City hereby determines that any impacts related to consistency with adopted plans, ordinances, and policies regarding pedestrian facilities remaining after implementation of Mitigation Measure TRA-1.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Project construction activities could result in the temporary closure of sidewalks and crosswalks. This would conflict with General Plan policies that encourage development of a multimodal transportation system and 2019 Pedestrian Master Plan Policy 2.C.4, which states that pedestrian lanes shall be maintained next to construction zones whenever feasible. Therefore, Project construction could conflict with an applicable plan, ordinance, or policy addressing pedestrian facilities, resulting in a significant impact. Any changes to existing pedestrian facilities would require prior approval or adequate countermeasures approved by the Public Works Department. Mitigation Measure TRA-1.1 would include provisions to maintain pedestrian connections within the Project vicinity. With implementation of Mitigation Measure TRA-1.1, the Project would not conflict with an applicable plan, ordinance, or policy addressing pedestrian facilities. This would reduce the construction impacts related to consistency with adopted plans, ordinances, and policies regarding pedestrian facilities to a less-than-significant level.

Mitigation Measure: Implement Mitigation Measure TRA-1.1.

Impact TRA-6: Hazards Due to Design Features or Incompatible Uses (Construction).

FINDINGS: Implementation of Mitigation Measure TRA-1.1, which is hereby adopted and incorporated into the Project, would reduce the construction impacts related to hazards due to design features or incompatible uses to a less-than-significant level. The City finds preparation and implementation of a Construction Management Plan to be feasible. The City hereby determines that any construction impacts related to hazards due to design features or incompatible uses remaining after Mitigation Measure TRA-1.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Construction activities could temporarily infringe on the existing street right-of-way (ROW) adjacent to the Project site, creating substandard design elements such as narrow lane widths or inadequate sight distances that could pose a hazard to users. Therefore, Project construction could substantially increase hazards due to a geometric design feature, resulting in a significant impact. As part of Mitigation Measure TRA-1.1, the City will review temporary traffic control plans to ensure that travel lane closures, on-street parking, shoulders, bike lanes, bus stops, and sidewalks during construction comply with the *California Temporary Traffic Control Handbook*[4] and the latest *California Manual on Uniform Traffic Control Devices.*[5] With implementation of Mitigation Measure TRA-1, and adherence to the design standards in these publications, the Project would not substantially increase hazards due to a geometric design feature or incompatible uses. This would reduce the construction impacts related to hazards due to design features or incompatible uses to a less-than-significant level.

Mitigation Measure: Implement Mitigation Measure TRA-1.1.

Impact TRA-7: Emergency Access (Construction).

FINDINGS: Implementation of Mitigation Measure TRA-1.1, which is hereby adopted and incorporated into the Project, would reduce the construction impacts related to emergency access to a less-than-significant level. The City finds preparation and implementation of a Construction Management Plan to be feasible. The City hereby determines that any construction impacts related to emergency access remaining after implementation of Mitigation Measure TRA-1.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Construction activities could result in temporary closures along travel lanes, bike lanes, or roadway shoulders. Such closures could interfere with emergency access to the Project site or adjacent properties. Therefore, Project construction could result in inadequate emergency access, resulting in a significant impact. As part of Mitigation Measure TRA-1.1, a construction management plan would include provisions to maintain adequate emergency access during each phase of construction. With implementation of Mitigation Measures TRA-1.1, the Project would not result in inadequate emergency access. This would reduce the construction impacts on emergency access to a less-than-significant level.

Mitigation Measure: Implement Mitigation Measure TRA-1.1.

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[4] California Inter-Utility Coordinating Committee. 2018. *California Temporary Traffic Control Handbook.* Seventh edition. May.

[5] California Department of Transportation. 2023. *2014 California Manual on Uniform Traffic Control Devices, Revision 7*. March 10.

Impact C-TRA-1: Cumulative Adopted Plans, Ordinances, and Policies Addressing the Circulation System.

FINDING: Implementation of Mitigation Measure TRA-1.1, which is hereby adopted and incorporated into the Project, would reduce cumulative impacts related to adopted plans, ordinances, and polices addressing the circulation system to a less-than-significant level. The City finds preparation and implementation of a Construction Management Plan to be feasible. The City hereby determines that any cumulative impacts related to consistency with adopted plans, ordinances, and policies regarding roadways remaining after implementation of Mitigation Measure TRA-1.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. The Project and other future developments that may be constructed within the Patrick Henry Specific Plan Area and the Freedom Circle Focus Area, as well as other approved and proposed developments in the vicinity of the Project site, would be required to comply with existing regulations, including General Plan policies and zoning regulations that have been enacted to minimize impacts related to transportation and circulation. However, without mitigation, Project construction, in combination with cumulative projects, could conflict with an applicable plan, ordinance, or policy addressing the roadway network, resulting in a significant cumulative impact. Construction management plans, similar to the construction management plan required under Mitigation Measure TRA-1.1 for the Project, would be required for all new developments, subject to review and approval by the Public Works Department, to ensure that all elements of the transportation network meet City goals and standards during construction. With implementation of Mitigation Measure TRA-1.1, the Project, in combination with other foreseeable development in the vicinity, would not conflict with an applicable plan, ordinance, or policy addressing the circulation system, including roadway, transit, bicycle, and pedestrian facilities. This would reduce the cumulative impacts related to adopted plans, ordinances, and policies to a less-than-significant level.

Mitigation Measure: Implement Mitigation Measure TRA-1.1.

Impact C-TRA-3: Cumulative Hazards Due to Design Features or Incompatible Uses.

FINDING: Implementation of Mitigation Measure TRA-1.1, which is hereby adopted and incorporated into the Project, would reduce impacts to a less-than-significant level. The City finds preparation and implementation of a Construction Management Plan to be feasible. The City hereby determines that any cumulative impacts related to hazards due to design features or incompatible uses remaining after implementation of Mitigation Measure TRA-1.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. The Project combined with future developments would not substantially increase hazards due to a geometric design feature or incompatible uses. Overall, cumulative land use development, including future developments within the Patrick Henry Specific Plan Area and the Project site, would promote accessibility for people traveling to and through northern Santa Clara by conforming to General Plan and specific plan policies, zoning regulations, and City standards and adhering to planning principles that emphasize providing convenient connections and safe routes for people bicycling, walking, driving, or taking transit. However, Project construction activities could result in the temporary closure of bike lanes on Tasman Drive. Therefore, Project construction, in combination with other cumulative development, could result in hazards due to design features or incompatible uses, resulting in a significant cumulative impact. Plans would be reviewed by the City's Public Works Department to ensure that projects

are constructed according to City specifications. Construction management plans, similar to the construction management plan required under Mitigation Measure TRA-1.1 for the Project, would be required for all new developments, subject to review and approval by the Public Works Department, to ensure that temporary design features used during construction would not increase hazards, both individually and collectively. With implementation of mitigation, the Project, in combination with other foreseeable development in the vicinity, would not substantially increase hazards due to a geometric design feature or incompatible uses. This would reduce the cumulative impacts related to hazards due to design features or incompatible uses to a less-than-significant level.

Mitigation Measure: Implement Mitigation Measure TRA-1.1.

Impact C-TRA-4: Cumulative Emergency Access.

FINDING: Implementation of Mitigation Measure TRA-1.1, which is hereby adopted and incorporated into the Project, would reduce cumulative impacts related to emergency access to a less-than-significant level. The City finds preparation and implementation of a Construction Management Plan to be feasible. The City hereby determines that any cumulative impacts related to emergency access remaining after implementation of Mitigation Measure TRA-1.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Project construction activities could temporarily infringe on the existing street ROW adjacent to the Project site, creating substandard design elements such as narrow lane widths or inadequate sight distances that pose a hazard to users. Therefore, Project construction, in combination with cumulative development, could substantially increase hazards due to a geometric design feature, resulting in a significant cumulative impact. Designs for EVA roadways would be subject to City review. This would ensure the adequacy of circulation patterns and compliance with City EVA standards related to minimum heights, clearance along circulation routes, drive aisle width, vertical clearance, turning radius, and slope. Construction management plans, similar to the construction management plan required under Mitigation Measure TRA-1.1 for the Project, would be required for all new developments, subject to review and approval by the Public Works Department, to ensure that temporary closures of travel lanes, bike lanes, or roadway shoulders that may be planned during concurrent construction projects would not result in inadequate emergency access. With implementation of Mitigation Measure TRA-1.1, the Project, in combination with other foreseeable development in the vicinity, would not result in inadequate emergency access. This would reduce the cumulative impacts related to emergency access to a less-than-significant level.

Mitigation Measure: Implement Mitigation Measure TRA-1.1.

2. Air Quality

The topic of air quality was analyzed in Section 3.3 of the EIR. The EIR determined that the Project could result in significant impacts related to air quality and recommended mitigation measures, as discussed below.

Impact AQ-2: Cumulatively Considerable Net Increase in Criteria Pollutants – Construction.

FINDING: Implementation of Mitigation Measures AQ-2.1 and AQ-2.2, which are hereby adopted and incorporated into the Project, would reduce construction impacts related to a cumulatively considerable net increase in criteria pollutants to a less-than-significant level. The City finds the use of clean diesel-powered or electric equipment during construction and implementation of BAAQMD basic construction

mitigation measures to be feasible. The City hereby determines that any impacts related to a cumulatively considerable net increase in criteria pollutants during construction remaining after implementation of Mitigation Measures AQ-2.1 and AQ-2.2 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Construction activities would generate emissions of criteria pollutants from the exhaust of off-road equipment, the exhaust of construction workers' vehicles and heavy-duty trucks traveling to and from the Project site, the application of architectural coatings, and paving. Fugitive PM_{10} and $PM_{2.5}$ dust would also be generated during soil movement and disturbance (e.g., grading and excavation) as well as demolition. The amount generated on a daily basis would vary, depending on the intensity and types of construction activities occurring simultaneously. The Project's emissions would exceed BAAQMD thresholds during 6 years of the Project's estimated 9 year construction timeframe. Exceedances would not necessarily occur on every day of construction for 6 years; rather, emissions in these 6 calendar years would exceed the thresholds on days when the worst-case scenario would occur. Regardless, the construction impact of the Project would be significant. In addition, BAAQMD's CEQA Air Quality Guidelines consider fugitive dust impacts to be significant prior to the application of BMPs to control dust. If BMPs are not implemented, then dust impacts would also be significant. Mitigation Measure AQ-2.1 would be implemented to reduce the Project's nitrogen oxide (NO_X) emissions by requiring EPA Tier 4 Final diesel engines. As shown in Table 3.3-8, for the mitigated scenario, implementation of Mitigation Measure AQ-2.1 (i.e., the requirement for EPA Tier 4 Final diesel engines) would reduce construction emissions of NO_x to a level below the BAAQMD threshold. In addition, Mitigation Measure AQ-2.2 would be incorporated to ensure that BAAQMD best management practices (BMPs), as well as additional recommended construction-related mitigation measures, would be implemented during Project construction. BMPs would be required and implemented to reduce impacts from construction-related fugitive dust emissions, including any cumulative impacts. With implementation of Mitigation Measures AQ-2.1 and AQ-2.2, the Project would not result in cumulatively considerable net increases in criteria pollutants during construction and any remaining construction impacts related to a cumulatively considerable net increase in criteria pollutants would be less-than-significant.

<u>Mitigation Measure AQ-2.1: Use Clean Diesel-Powered or Electric Equipment during Construction to Control Construction-Related Emissions.</u> The Project Sponsor shall ensure that all off-road diesel-powered equipment greater than 50 horsepower used during construction shall be equipped with EPA-approved Tier 4 Final engines or cleaner[6] to reduce exhaust $PM_{2.5}$ emissions. The construction contractor shall submit evidence of the use of EPA-approved Tier 4 Final engines or cleaner to the City of Santa Clara prior to the commencement of Project construction activities.

<u>Mitigation Measure AQ-2.2: Implement BAAQMD Basic Construction Mitigation Measures to Reduce Dust Emissions.</u> The Project Sponsor shall require all construction contractors to implement the BAAQMD Basic Construction Mitigation Measures as well as additional construction-related mitigation measures recommended by BAAQMD.[7] The emissions reduction measures shall include, at a minimum, all of the items listed below. The Project Sponsor shall provide documentation to the City

[6] Cleaner engine technology includes electric equipment and CARB Tier 5 engine standards, which are expected to begin in 2028 (CARB n.d.).

[7] Bay Area Air Quality Management District. 2017b. *California Environmental Quality Act*, *Air Quality Guidelines*. May. Available: https://www.baaqmd.gov/~/media/files/planning-and-research/ceqa/ceqa_guidelines_may2017-pdf.pdf?la=en. Accessed: February 2, 2023.

of Santa Clara that the Basic Construction Mitigation Measures as well as any additional measures recommended by BAAQMD, have been reflected in all construction contracts prior to the commencement of Project construction activities.

- All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, unpaved access roads) shall be watered at least three times per day to maintain a minimum soil moisture of 12 percent. Moisture content can be verified by lab samples or a moisture probe.
- All haul trucks transporting soil, sand, or other loose material offsite shall be covered.
- All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
- All vehicle speeds on unpaved roads shall be limited to 15 miles per hour.
- Paving of all roadways, driveways, and sidewalks shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading, unless seeding or soil binders are used.
- Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California Airborne Toxics Control Measure, Title 13, Section 2485, of the California Code of Regulations). Clear signage shall be provided for construction workers at all access points.
- All construction equipment shall be maintained and properly tuned in accordance with manufacturers' specifications. All equipment shall be checked by a certified mechanic and determined to be in proper running condition prior to operation.
- A publicly visible sign shall be posted with the name and telephone number of the person to contact at the Lead Agency regarding dust complaints. That person shall respond and take corrective action within 48 hours. The air district's phone number shall also be visible to ensure compliance with applicable regulations.

Impact AQ-3: Substantial Pollutant Concentration - Fugitive Dust (Construction).

FINDING: Implementation of Mitigation Measure AQ-2.2, which is hereby adopted and incorporated into the Project, would reduce construction impacts related to fugitive dust to a less-than-significant level. The City finds implementation of Bay Area Air Quality Management District (BAAQMD) basic construction mitigation measures to be feasible. The City hereby determines that any construction impacts related to fugitive dust remaining after implementation of Mitigation Measure AQ-2.2 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Grading and excavation during Project construction would generate localized fugitive dust. BAAQMD's CEQA Guidelines consider dust impacts to be less than significant if BAAQMD's construction BMPs are employed to reduce such emissions. With the implementation of BAAQMD's Basic Construction Mitigation Measures as required under Mitigation Measure AQ-2.2, any construction related-fugitive dust emissions would not expose receptors to substantial pollutant concentrations or risks. With implementation of Mitigation Measure AQ-2.2, any remaining construction impacts related to fugitive dust would be less-than-significant.

<u>Mitigation Measure: Implement Mitigation Measure AQ-2.2</u>.

3. Greenhouse Gas Emissions

The topic of GHG emissions was analyzed in Section 3.4 of the EIR. The EIR determined that the Project could result in significant impacts related to GHG emissions and recommended mitigation measures, as discussed below.

Impact GHG-1: Generate GHG Emissions (Construction).

FINDING: Implementation of Mitigation Measure GHG-1.1, which is hereby adopted and incorporated into the Project, would reduce impacts to a less-than-significant level. The City finds implementation of applicable construction-related measures from the 2017 Scoping Plan (Appendix B) and the 2022 BAAQMD Air Quality Guidelines recommended BMPs to be feasible. The City hereby determines that any impacts related to GHG emissions during construction and operation remaining after implementation of Mitigation Measure GHG-1.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. BAAQMD has not established a quantitative threshold for assessing construction-related GHG emissions, noting that they represent a very small portion of a project's lifetime GHG emissions.[8] As noted in the BAAQMD 2022 CEQA Air Quality Guidelines, BAAQMD recommends evaluating whether construction activities would conflict with statewide emission reduction goals, based on whether feasible BMPs for reducing GHG emissions would be implemented.[9] If a project fails to implement feasible BMPs identified by BAAQMD, its GHG emissions could conflict with statewide emission goals and represent a cumulatively considerable contribution to climate change, which would be a potentially significant impact. As such, before the inclusion of feasible BAAQMD-identified BMPs, the Project's construction-generated GHG emissions would be considered significant. Mitigation Measure GHG-1.1 requires implementation of applicable construction-related measures from the 2017 Scoping Plan (Appendix B) and the 2022 BAAQMD Air Quality Guidelines to reduce the level of GHGs associated with construction of the Project and avoid any conflict with statewide GHG reduction goals. Because Mitigation Measure GHG-1.1 would require implementation of all construction-related GHG reduction measures recommended by BAAQMD and CARB,[10] construction of the Project would not generate GHG emissions that could have a significant impact on the environment. With implementation of Mitigation Measure GHG-1.1, the Project would not generate GHG emissions that could have a significant impact on the environment. This would reduce construction impacts related to GHG emissions to a less-than-significant level.

> <u>Mitigation Measure GHG-1.1 Require Implementation of Scoping Plan and BAAQMD-Recommended Best Management Practices to Reduce Construction GHG Emissions.</u> The Project Sponsor shall require its contractors, as a condition of contracts (e.g., standard specifications), to reduce construction-related GHG emissions by implementing BAAQMD's recommended BMPs, including, but not limited

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8 Bay Area Air Quality Management District. 2022. *Appendix B: Justification Report: CEQA Thresholds for Evaluating the Significance of Climate Impacts from Land Use Projects and Plans*. April. Available: https://www.baaqmd.gov/~/media/files/planning-and-research/ceqa/ceqa-thresholds-2022/justification-report-pdf.pdf?la=en. Accessed: January 31, 2023.

9 Bay Area Air Quality Management District. 2017b. *California Environmental Quality Act Air Quality Guidelines.* May. Available: https://www.baaqmd.gov/~/media/files/planning-and-research/ceqa/ceqa_guidelines_ may2017-pdf.pdf?la=en. Accessed: January 31, 2023.

10 The current scoping plan, adopted in 2022, does not contain construction-related measures analogous to those in the 2017 scoping plan.

to, the measures listed below, based on BAAQMD's 2022 CEQA Air Quality Guidelines.[11] The Project Sponsor shall submit evidence of compliance to the City prior to permit issuance.

- Use zero-emission and hybrid-powered equipment to the greatest extent possible, particularly if emissions are occurring near sensitive receptors or within a Bay Area Air Quality Management District–designated Community Air Risk Evaluation (CARE) area or Assembly Bill 617 community.[12]
- Require all diesel-fueled off-road construction equipment to be equipped with U.S. Environmental Protection Agency Tier 4 Final engines or better.
- Require all on-road heavy-duty trucks to be zero emissions or meet the most stringent model-year emissions standard where feasible.
- Minimize idling time, either by shutting equipment off when not in use or reducing the time of idling to no more than 2 minutes. Provide clear signage that posts this requirement for workers at the entrances to the site.
- Use California Air Resources Board–approved renewable diesel fuel in off-road construction equipment and on-road trucks where feasible.
- Use U.S. Environmental Protection Agency SmartWay-certified trucks for deliveries and equipment transport where feasible.
- Require all construction equipment to be maintained and properly tuned in accordance with the manufacturer's specifications.
- Where grid power is available, prohibit portable diesel engines and provide electrical hook-ups for electric tools, such as saws, drills, and compressors; use electric tools whenever feasible.
- Where grid power is not available, use alternative fuels, such as propane or solar electrical power, for generators at construction sites whenever feasible.
- Encourage and provide carpools, shuttle vans, transit passes, and/or secure bicycle parking to construction workers and offer meal options onsite or shuttles to nearby meal destinations for construction employees.
- Reduce electricity use in the construction office by using LED bulbs, powering off computers every day, and replacing heating and cooling units with more efficient ones.
- Minimize energy used during site preparation by deconstructing existing structures to the greatest extent feasible.
- Recycle or salvage nonhazardous construction and demolition debris, with a goal of recycling at least 15 percent more, by weight, than the diversion requirement in Title 24.
- Use locally sourced or recycled materials for construction (goal of at least 20 percent, based on cost of building materials and volume of roadway, parking lot, sidewalk, and curb materials).
- Use low-carbon concrete, minimize the amount of concrete used, and produce concrete onsite where feasible if it is more efficient than transporting ready-mix.

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[11] Bay Area Air Quality Management District. 2017b. *California Environmental Quality Act Air Quality Guidelines.* May. Available: https://www.baaqmd.gov/~/media/files/planning-and-research/ceqa/ceqa_guidelines_ may2017-pdf.pdf?la=en. Accessed: January 31, 2023.

[12] The Project site is not located within a CARE or AB 617 community.

- Develop a plan to efficiently use water for adequate dust control because substantial amounts of energy can be consumed by pumping water.
- Include all requirements in applicable bid documents, purchase orders, and contracts, with successful contractors demonstrating the ability to supply compliant on- or off-road construction equipment prior to any ground-disturbing and construction activities.

Project Design Feature GHG-1: Implement Applicable and Mandatory Actions from the City of Santa Clara 2022 Climate Action Plan Compliance Checklist. The Project Sponsor shall ensure that the Project is consistent with the City of Santa Clara's 2022 CAP by including all mandatory and applicable actions from the City of Santa Clara 2022 Climate Action Plan Compliance Checklist (CAP Checklist). Inclusion of the following CAP Checklist measures is necessary to ensure the performance standard is met:

- B-1-5: Reach codes for new construction
- B-2-3: Energy-efficient and electric-ready building code
- T-1-2: EV charging for all new construction
- T-2-1: Pedestrian & Bicycle Master Plans Implementation
- T-3-1: TDM plan requirements
- T-3-3: Transit-oriented development (Projects within ½ mile of transit corridor only)
- T-3-5: Transportation Analysis Policy compliance
- M-1-1: Compliance with State Solid Waste Ordinances
- N-1-1: Right-of-way tree planting (Residential Projects Only)
- T-2-3: Bike & shared mobility improvements
- M-3-1: Reuse of salvageable building materials
- N-3-3: Water-efficient landscaping requirements
- N-3-5: Recycled water connection requirements
- C-2-2: Onsite & natural stormwater systems
- M-3-4: Carbon-smart building materials

The Project Sponsor would also include the following five optional actions from the CAP Checklist:

- B-3-5: Local grid resiliency & energy storage improvements (Optional)
- T-3-4: Telework (Optional)
- N-3-4: Community water portfolio diversion (Optional)
- T-2-2: Curb management improvements (Optional)
- N-2-3: Sustainable planting guide (Optional)

The Project Sponsor will submit evidence to the City demonstrating that each of the CAP Checklist actions listed above would be implemented prior to issuance of the first construction or grading permit for the Project.

4. Energy

The topic of energy was analyzed in Section 3.5 of the EIR. The EIR determined that the Project could result in significant impacts related to energy and recommended mitigation measures, as discussed below.

Impact EN-1: Wasteful, Inefficient, or Unnecessary Consumption of Energy Resources (Construction).

FINDING: Implementation of Mitigation Measure GHG-1.1, which is hereby adopted and incorporated into the Project, would reduce construction impacts due to the wasteful, inefficient, or unnecessary consumption of energy resources to a less-than-significant level. The City finds implementation of a scoping plan and BAAQMD-recommended BMPs to be feasible. The City hereby determines that any construction impacts related to the wasteful, inefficient, or unnecessary consumption of energy resources after implementation of Mitigation Measure GHG-1.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Energy usage during construction would include the electricity used to power electric construction equipment or deliver water to construction sites, the gasoline and diesel fuel used to transport workers and drive haul trucks to and from construction sites, and the fuel used to operate off-road equipment. During build-out of the Project, construction-related energy usage and consumption would vary, depending on the level of activity, the length of the different construction periods, specific construction operations, the types of equipment, and the number of workers. Approximately 610,268 million BTUs would be consumed over the Project's approximately 9-year construction period. All construction under the Project would be required to comply with Mitigation Measure GHG-1.1, which would require construction contractors to implement BAAQMD- and CARB-recommended construction BMPs. In addition, the Project Sponsor would commit to achieving a construction diversion rate of 65 percent (minimum) as well as preparing a Construction Waste Management Plan or hiring a waste management company to recycle, reduce, and/or reuse construction waste. These measures would reduce the amount of fossil fuel consumed during construction as well as the energy intensiveness associated with building materials, including discarded construction and demolition waste. With implementation of Mitigation Measure GHG-1.1, the Project would not result in significant environmental impacts due to the wasteful, inefficient, or unnecessary consumption of energy resources during construction or operation. Mitigation Measure GHG-1.1 would reduce construction impacts due to the wasteful, inefficient, or unnecessary consumption of energy resources to a less-than-significant level.

Mitigation Measure: Implement Mitigation Measure GHG-1.1.

5. Noise

The topic of noise was analyzed in Section 3.6 of the EIR. The EIR determined that the Project could result in significant impacts related to noise and recommended mitigation measures, as discussed below.

Impact NOI-2: **Operational Noise from Mechanical Equipment.**

FINDING: Implementation of Mitigation Measure NOI-2.1, which is hereby adopted and incorporated into the Project, would reduce impacts related to operation of mechanical equipment to a less-than-significant level. The City finds implementation of a Noise Reduction Plan for stationary sources to be feasible. The City hereby determines that any impacts related to operational noise from mechanical equipment and

emergency generators remaining after implementation of Mitigation Measure NOI-2.1 would be less than significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. The Project would include the operation of HVAC equipment as well as a substation. Specifically, proposed equipment would include cooling towers, air-source heat pumps, air handling units, exhaust fans, chillers, and heat pumps, along with the substation. If all of the equipment listed above were to operate simultaneously, which is unlikely to occur frequently or at all, the combined noise level would be 84 dBA. Although there are many unknown variables, it is conservatively assumed that equipment noise levels could exceed the City's allowable levels at the nearest land use because an estimated level of 84 dBA would exceed the City Code limits during daytime and nighttime hours. Mitigation Measure NOI-2.1 would ensure that noise from Project mechanical equipment would comply with the exterior noise limits outlined in Section 9.10.040 of the City Code. With implementation of Mitigation Measure NOI-2.1, Project operation would not generate a substantial permanent increase in ambient noise levels in the vicinity of the Project site that would be in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies. Mitigation Measure NOI-2.1 would reduce impacts related to mechanical equipment noise to a less-than-significant level.

<u>Mitigation Measure NOI-2.1. Stationary Sources Noise Reduction Plan.</u> To reduce potential noise impacts resulting from Project mechanical equipment and other stationary sources, including HVAC equipment and emergency generators, the Project Sponsor shall conduct a noise analysis to estimate noise levels of Project-specific mechanical equipment, based on the final equipment models and design features selected. This analysis shall be included in a Noise Reduction Plan to ensure that the noise levels of the equipment, once installed, are below the criteria specified in City Code Section 9.10.040 and presented in Table 3.6-4. The Noise Reduction Plan shall include any necessary noise reduction measures required to reduce Project-specific mechanical equipment noise to less-than-significant levels. The plan shall demonstrate that, with the inclusion of selected measures, noise from equipment will be below the City Code noise limits. Potential noise reduction measures to reduce noise to levels below the City Code Section 9.10.040 noise limits include, but are not limited to:

- Selecting quieter equipment, where feasible,
- Utilizing silencers and acoustical equipment at vent openings,
- Installing exhaust mufflers or silences,
- Siting equipment farther from the roofline and increasing the distance between the source and noise-sensitive receptor,
- Enclosing all equipment in a mechanical equipment room designed to reduce noise and / or placing barriers around the equipment to facilitate the attenuation of noise, and
- Orienting or shielding equipment to protect noise-sensitive receptors to the greatest extent feasible.

To result in meaningful attenuation from shielding, all walls, enclosures, or screens surrounding generators must be solid, with no holes or gaps. Attenuation also varies, based on the type of material used for the walls or screens. In addition, the Project Sponsor shall incorporate all feasible methods to reduce the noise levels identified above, as well as other feasible recommendations from the Noise

Reduction Plan, into both the building design and operations as necessary to ensure that noise sources do not exceed the City Code noise limits at receiving properties.

The Noise Reduction Plan shall be provided to the City prior to the issuance of building permits for each building and prepared by persons qualified in acoustical analysis and/or engineering. The plan shall demonstrate, with reasonable certainty, that noise from mechanical equipment selected for the Project, with attenuation features incorporated into the Project design, will not exceed the City Code noise limits, presented in Table 3.6-4, at noise-sensitive land uses located either within or external to the Project site.

Impact NOI-2: **Operational Noise from Emergency Generators.**

FINDING: Implementation of Mitigation Measure NOI-2.1, which is hereby adopted and incorporated into the Project, would reduce impacts related to operation of emergency generators to a less-than-significant level. The City finds implementation of a Noise Reduction Plan for stationary sources to be feasible. The City hereby determines that any impacts related to operational noise from emergency generators remaining after implementation of Mitigation Measure NOI-2.1 would be less than significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Twenty-one 400-kilowatt (kW) generators would be required for the Project. The units would create noise during monthly testing and during power outages when backup power is required. Generator testing and maintenance is anticipated to occur for a duration of 2 to 4 hours per month, or up to 50 hours per year, for each generator. Testing of the proposed generators is not anticipated to occur simultaneously. Even though the testing of emergency generators is short term and intermittent, noise resulting from generator testing must comply with City Code Section 9.10.040. It is conservatively assumed that noise levels from testing of the proposed 400kW generators would affect onsite uses and exceed the City Code criteria of 55 dBA and 50 dBA at residential receptors during daytime and nighttime hours, respectively, if generators are located within 50 feet of onsite residential uses. Mitigation Measure NOI-2.1 would ensure that noise from emergency generators during testing would comply with the noise limits outlined in Section 9.10.040 of the City Code. Therefore, noise impacts from Project emergency generator testing would be less than significant with Mitigation Measure NOI-2.1.

Mitigation Measure: Implement Mitigation Measure NOI-2.1.

Impact C-NOI-2: Cumulative Operational Noise from Mechanical Equipment.

FINDING: Implementation of Mitigation Measure NOI-2.1, which is hereby adopted and incorporated into the Project, would reduce cumulative impacts related to operational noise from mechanical equipment to a less-than-significant level. The City finds implementation of a Noise Reduction Plan for stationary sources to be feasible. The City hereby determines that any impacts related to cumulative operational noise from mechanical equipment remaining after implementation of Mitigation Measure NOI-2.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. The Project area contains many disparate buildings, with each likely to have its own noise-generating mechanical equipment. Because multiple cumulative projects may be located close to one another, it is possible that noise from the Project's mechanical equipment could combine with equipment from nearby projects to cause a cumulative noise impact at noise-sensitive land uses. As such, it is conservatively assumed that cumulative impacts from stationary sources would be significant. Noise

from the mechanical equipment at the Project site could exceed the noise limits in the City Code, particularly at future onsite residences and commercial uses located within 50 feet. This could be considered a cumulatively considerable contribution to noise from other projects in the area. In addition, in the future, there will be an expansion in noise-sensitive land uses in the area, with construction of the residential units at the site for the Patrick Henry Specific Plan approximately 100 feet from the Project site. With implementation of Mitigation Measure NOI-2.1, the Project's-contribution to the cumulative noise impact would not be cumulatively considerable. Mitigation Measure NOI-2.1 would reduce noise from mechanical equipment associated with the Project, which would minimize the noise exposure for future receptors south of the Project site. In addition, it is likely that similar mitigation would be required for other projects in the vicinity, ensuring that equipment noise would be in compliance with the applicable local noise standards. As a result, the contribution of the Project to the significant cumulative operational equipment noise impact would not be cumulatively considerable. This impact would be less than significant with Mitigation Measure NOI-2.1.

Mitigation Measure: Implement Mitigation Measure NOI-2.1.

Impact C-NOI-2: Cumulative Operational Noise from Emergency Generators

FINDING: Implementation of Mitigation Measure NOI-2.1, which is hereby adopted and incorporated into the Project, would reduce cumulative impacts related to operational noise from emergency generators to a less-than-significant level. The City finds implementation of a Noise Reduction Plan for stationary sources to be feasible. The City hereby determines that any impacts related to cumulative operational noise from emergency generators remaining after implementation of Mitigation Measure NOI-2.1 would be less than significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Emergency generators included in the development of cumulative projects would result in the generation of audible noise during testing. It is very unlikely that the testing of an emergency generator for the Project would occur concurrently with the testing of a generator at a nearby project. Even if testing were to occur simultaneously, it is not likely that the generators would be close enough together for the noise to meaningfully combine at an individual receptor. However, the Patrick Henry Specific Plan is a future project that would allow up to 12,000 net new residential units, resulting in noise-sensitive land uses being located approximately 100 feet from the southern border on the Project site. Although the Patrick Henry Specific Plan residential units would be more than 50 feet from the Project site, generator noise could still exceed the City Code noise limits at 100 feet. Mitigation Measure NOI-2.1 would reduce generator noise from the Project, which would minimize the noise exposure for future receptors located south of the Project site. With implementation of Mitigation Measure NOI-2.1, the Project, in combination with other foreseeable development, would not generate a substantial permanent increase in ambient noise levels in the vicinity of the Project site that would be in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies. Therefore, a significant cumulative impact would not occur with respect to mechanical equipment and emergency generator noise, and the impact would be less than significant with mitigation.

Mitigation Measure: Implement Mitigation Measure NOI-2.1.

6. Cultural Resources

The topic of cultural resources was analyzed in Section 3.7 of the EIR. The EIR determined that the Project could result in significant impacts related to cultural resources and recommended mitigation measures, as discussed below.

Impact CUL-2: Archaeological Resources (Construction).

FINDING: Implementation of Mitigation Measures CUL-2.1, CUL-2.2, CUL-2.3, which are hereby adopted and incorporated into the Project, would reduce construction impacts related to archaeological resources to a less-than-significant level. The City finds implementation of a monitoring plan, worker awareness training, and requirements to stop work if archaeological deposits are encountered during ground-disturbing activities to be feasible. The City hereby determines that any construction impacts related to archaeological features remaining after implementation of Mitigation Measures CUL-2.1, CUL-2.2, CUL-2.3 would be less than significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR**.** The results of the NWIC records search conducted in 2019 and 2022 indicate that no known previously recorded cultural resources are located within or adjacent to the Project site. Historic-period maps and aerial photographs indicate that the Project site was undeveloped and primarily agricultural fields until mid-twentieth century; therefore, it is unlikely that any historic-period archaeological deposits are located within the Project site that could qualify as historical resources. However, a review of the relevant geologic literature indicated sensitivity for buried pre-European contact archaeological deposits. Project construction would require below-grade excavations of up to 16 feet for parking, service access to buildings, foundations, and most utilities and up to a depth of approximately 28 feet for jack-and-bore pits to install transmission lines within a San Francisco Public Utilities Commission easement. Therefore, excavations related to Project construction could encounter archaeological deposits and result in an adverse change to a buried archaeological deposit that could qualify as a historical resource and/or unique archaeological resource. Thus, significant impacts related to buried archaeological deposits could result from construction of the Project. With implementation of Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3, the Project would not cause a substantial adverse change in the significance of a historical or archaeological resource pursuant to Section 15064.5. This would reduce the potential construction impacts on archaeological features to a less-than-significant level.

> <u>Mitigation Measure CUL-2.1: Develop and Implement Archaeological Monitoring Plan.</u> Given the potential for buried pre-European contact archaeological deposits to be encountered during Project construction, the following measures shall be undertaken to avoid any significant impacts on such resources. An Archaeological Monitoring Plan shall be developed by a qualified archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards for Archaeology[13] prior to any Project-related ground disturbance to determine specific areas of archaeological sensitivity within proposed work areas. The Archaeological Monitoring Plan shall detail when and where monitoring will take place. The plan shall include protocols that outline archaeological monitoring best practices, anticipated resource types, and an Unanticipated Discovery Protocol. The

[13] U.S. Department of the Interior. 1983. *Archaeology and Historic Preservation; Secretary of the Interior's Standards and Guidelines.* Available: https://www.nps.gov/subjects/historicpreservation/upload/standards-guidelines-archeology-historic-preservation.pdf.

Archaeological Monitoring Plan shall, at a minimum, detail the role and responsibility of the monitor, the monitoring methods to be used, the communication protocol, and the procedures to be followed in case of inadvertent discoveries. The Unanticipated Discovery Protocol shall describe steps to follow if unanticipated archaeological discoveries are made during Project work and identify a chain of contact, including, at a minimum, the following steps: halting construction, evaluating the find, and implementing appropriate mitigation measures. The Archaeological Monitoring Plan shall be submitted for review and approval by the City prior to the issuance of any grading or other permit that would allow ground disturbance on the Project site.

Mitigation Measure CUL-2.2: Conduct Cultural Resource Sensitivity Training Prior to Project-Related Ground Disturbance. Prior to any Project-related ground disturbance, the Project Sponsor shall ensure that all construction workers who directly oversee excavation or operate ground-disturbing vehicles receive training, which shall be overseen by a qualified profession archaeologist who is experienced in teaching non-specialists, to ensure that contractors can recognize archaeological artifacts and deposits, as well as tribal cultural resources, in the event that any are discovered during construction. Construction personnel directly overseeing excavation, or operating ground-disturbing vehicles, will be required to participate in this preconstruction training.

Mitigation Measure CUL-2.3: Stop Work if Archaeological Deposits Are Encountered during Ground-Disturbing Activities. If archaeological deposits are encountered during Project-related ground disturbance, work in the area (i.e., within a 100-foot radius) shall stop immediately. The onsite qualified archaeologist (if required) shall assess the find and determine the path forward. Archaeological deposits include, but are not limited to, flaked stone or ground stone, midden and shell deposits, historic-era refuse, and/or structure foundations.

If any human remains are discovered during ground-disturbing activities, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie human remains. The remains would be treated in accordance with existing State laws, including PRC Section 5097.98 and Health and Safety Code Section 7050.5.

Impact CUL-3. Human Remains (Construction).

FINDINGS: Implementation of Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3, which are hereby adopted and incorporated into the Project, would reduce construction impacts related to human remains to a less-than-significant level. The City finds adherence to State regulations, including Public Resources Code Section 5097.98 and Health and Safety Code Section 7050.5, regarding the discovery of human remains during construction, along with implementation of mitigation measures, to be feasible. The City hereby determines that any construction impacts related to human remains remaining after implementation of Mitigation Measures CUL-2.1, CUL-2.2 and CUL-2.3 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Human remains would not be encountered during the Project operations, therefore there would be no impact to human remains from operation of the Project. The Project could disturb human remains, including those interred outside of dedicated cemeteries during Project construction. The results of the NWIC records searches conducted in 2019 and 2022 and the historic-period maps and aerial photographs indicate that no known previously recorded dedicated cemeteries or cultural resources that include human remains are located within or adjacent to the Project site. However, given the sensitivity for buried pre-European contact archaeological deposits, as well as requirements for below-grade excavations up to 16 feet for parking, service access to buildings, foundations, and most

utilities and up to a depth of approximately 28 feet for jack-and-bore pits to install transmission lines within a San Francisco Public Utilities Commission easement, the potential exists for encountering unknown remains associated with archaeological deposits. Should human remains be unearthed during Project construction, they would be treated in accordance with existing State laws, including PRC Section 5097.98 and Health and Safety Code Section 7050.5. With enforcement of State laws and implementation of Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3, Project impacts related to a disturbance of human remains would be less than significant with mitigation.

Mitigation Measures: Implement Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3.

Impact C-CUL-1: Cumulative Impacts on Archaeological Resources and Human Remains (Construction).

FINDING: Implementation of Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3, which are hereby adopted and incorporated into the Project, would reduce cumulative construction impacts related to archaeological resources and human remains to a less-than-significant level. The City finds the mitigation measures to be feasible. The City hereby determines that cumulative construction impacts related to archaeological resources and human remains remaining after implementation of Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. The Project, in combination with other foreseeable development in the vicinity, could result in impacts on unknown archaeological resources and human remains. Because the Project site is situated in an archaeologically sensitive area, the possibility exists of encountering unknown archaeological resources during ground-disturbing activities associated with Project construction. The Project could contribute to a cumulative loss of archaeological resources and disturbance of human remains. Therefore, the Project's cumulative impact prior to the application of mitigation measures could be cumulatively considerable. In addition to adopted policies and existing regulations to protect cultural resources and human remains, the Project would be subject to Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3, which call for development and implementation of a monitoring plan, worker awareness training, and requirements to stop work if archaeological deposits are encountered during ground-disturbing activities. Compliance with Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3 would reduce the Project's contribution to a cumulative construction impact to less than cumulatively considerable, resulting in a cumulative construction impact that would be less than significant with mitigation.

Mitigation Measures: Implement Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3.

7. Biology

The topic of biology was analyzed in Section 3.8 of the EIR. The EIR determined that the Project could result in significant impacts related to biology and recommended mitigation measures, as discussed below.

Impact BIO-1: Loss or Damage to Nesting Birds and Bats.

FINDING: Implementation of Mitigation Measures BIO-1.1 and BIO-4.1, which are hereby adopted and incorporated into the Project, would reduce construction impacts related to nesting birds and bats to a less-than-significant level. The City finds protection for roosting bats to be feasible. With implementation of mitigation, the Project would not have a substantial adverse effect on nesting birds or their nests or on

bats. The City hereby determines that any construction impacts related to nesting birds and bats remaining after implementation of Mitigation Measures BIO-1.1 and BIO-4.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR**.** If the Project is implemented during the nesting season for birds (February 1 through August 31), construction activities could result in the direct mortality of adult or young birds, the destruction of active nests, and/or disturbance of nesting adults, causing nest abandonment and/or loss of reproductive effort. Any disturbance of nesting birds that results in the abandonment of active nests or the loss of active nests through vegetation or building removal would be considered a significant impact. In addition, construction activities could result in the direct mortality of roosting bats, including pallid bat, during tree and building removal, which would also be considered a significant impact. Implementation of Mitigation Measure BIO-4.1, described below under Impact BIO-4, would reduce potential impacts on nesting migratory birds to less than significant with mitigation. Implementation of Mitigation Measure BIO-1.1 would reduce potential Project construction impacts on bats, including pallid bat, to less than significant with mitigation.

> Mitigation Measure BIO-1.1: Protect Roosting Bats. To avoid impacts on roosting bats that may utilize trees and/or vacant buildings in the Project area for day roosting, the Project Sponsor shall retain a qualified wildlife biologist to conduct a survey for roosting bats no sooner than 14 days prior to the start of demolition of any vacant buildings with ingress and egress points, as determined by a qualified wildlife biologist, that could be used by bats or the removal of suitable roosting vegetation (i.e., trees) for bats. If building demolition or vegetation removal efforts do not begin within the 14 days following the survey for roosting bats, another survey shall be required. Trees adjacent to the transmission line routing options would not require surveys for bats because they would not be affected by construction activities. If roosting bats are detected, the biologist shall enact a 150-foot (minimum) no-work buffer from the perimeter of the area the bats are thought to be occupying and confer with CDFW to determine potential roost protection or roost eviction practices, such as installing one-way exclusion devices or using lights to deter roosting. After conferring with CDFW, the protective buffer may be adjusted, based on specific roost needs. Once bats have been protected by a buffer, construction may resume outside the buffered area. The buffer may be removed and construction may resume inside the buffered area once the bats have been safely evicted from roosting sites (as approved by CDFW), thereby avoiding take, as defined by CESA and the California Fish and Game Code.
>
> Mitigation Measure: Implement Mitigation Measure BIO-4.1 (below).

Impact BIO-4: Impede Use of Native Wildlife Nursery Sites or Interfere with Movement of Native Migratory Wildlife Species (Nesting Birds During Construction).

FINDING: Implementation of Mitigation Measure BIO-4.1, which are hereby adopted and incorporated into the Project, would reduce impacts related to nesting birds during construction to a less-than-significant level. The City finds protection for nesting birds to be feasible. The City hereby determines that any impacts related to nesting migratory birds during construction remaining after implementation of Mitigation Measure BIO-4.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Currently, there are approximately 350 ornamental and landscaping trees on the Project site and four buildings, all of which are planned for removal during construction. Trees along streets adjacent to the transmission line routing options are located outside of the Project

boundaries and would not be affected by construction activities. Impacts on native migratory birds, including tree-nesting raptors, could involve direct impacts from the removal of nesting trees or shrubs, or other nesting substrate (e.g., buildings), as well as indirect impacts from increases in noise and human activity near nesting habitat. An increase in noise and human activity could reduce the quality of that habitat and ultimately change the behavior of nesting birds, resulting in nest abandonment. Construction activities have the potential to produce noise levels that would be higher than those that currently exist in the Project area. Therefore, impacts on bird nesting sites from construction noise, as well as impacts from eliminating bird nesting sites during construction, are considered significant. Mitigation Measure BIO-4.1 would reduce potential Project impacts related to nesting migratory birds during construction to a less-than-significant level.

> Mitigation Measure BIO-4.1: Protect Nesting Birds. To the extent feasible, the Project Sponsor and its contractor shall avoid conducting vegetation removal during the migratory bird season (February 1 through August 31). If Project-related activities must take place during the migratory bird season, the Project Sponsor shall retain a qualified wildlife biologist to conduct a survey for nests of migratory birds. Surveys for nesting migratory birds shall occur within 3 days prior to the commencement of ground disturbance and vegetation removal in areas that will be affected by Project construction activities. Multiple nest surveys shall be required if construction is phased or when construction work stops for more than 2 weeks at a portion of the site where suitable nesting habitat occurs within the minimum nest buffer zone widths described below. If construction is ongoing for multiple years, these surveys shall be conducted each year.
>
> If an active nest is discovered, a no-disturbance buffer zone around the nest tree or shrub, or, for ground-nesting species, the nest itself, shall be established. The no-disturbance zone shall be marked with flagging or fencing that can be easily identified by the construction crew and shall not affect the nesting bird or attract predators to the nest location. In general, the minimum nest buffer zone widths shall be as follows: 50 feet (radius) for non-raptor ground-nesting species, 50 feet (radius) for non-raptor shrub- and tree-nesting species, and 300 feet (radius) for raptor species. Buffer widths may be modified, based on discussion with CDFW. Buffers shall remain in place as long as the nest is active or young remain in the area and are dependent on the nest.

Impact BIO-4: Impede Use of Native Wildlife Nursery Sites or Interfere with Movement of Native Migratory Wildlife Species (Bird Collisions).

FINDING: Implementation of Mitigation Measure BIO-4.2, which are hereby adopted and incorporated into the Project, would reduce impacts related to bird collisions to a less-than-significant level. The City finds implementation of bird-safe design standards to be feasible. The City hereby determines that any impacts related to bird collisions remaining after implementation of Mitigation Measure BIO-4.2 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. The Project would construct buildings up to 20 stories tall. Resident and migratory birds could experience injury or death from collisions with buildings due to the use of transparent or reflective glass on the buildings or improper lighting at the Project site, which could misdirect or confuse birds during flight. Impacts on the movement of birds due to collisions with buildings are considered significant. Although bird collisions cannot be completely avoided, the Project Sponsor would incorporate the City's standard condition of approval for bird safety into the final design of Project buildings to reduce

potentially significant impacts related to bird collisions. Mitigation Measure BIO-4.2, along with building designs, would reduce potential Project impacts related to bird collisions to a less-than-significant level.

Mitigation Measure BIO-4.2: Implement Bird-Safe Design Standards into Project Buildings and Lighting Design. The Project Sponsor, either directly or through its contractor, shall prepare and implement a set of specific standards in the site plans submitted for approval by the City for minimizing hazards to birds. These specific standards shall include the following measures to minimize hazards to birds:

- Reduce large areas of transparent or reflective glass
- Locate water features and other bird habitat away from building exteriors to reduce reflection
- Reduce the visibility of landscaped areas behind glass or eliminate them
- To the extent feasible, take appropriate measures to avoid the use of unnecessary lighting at night, especially during bird migration season (i.e., February–May and August–November), through the installation of motion sensors for lighting, automatic shut-off mechanisms, downward-facing exterior light fixtures, or other effective measures to the extent possible.

Impact C-BIO-1: Cumulative Special-Status Species—Nesting Birds and Bats (Construction).

FINDINGS: Implementation of Mitigation Measures BIO-1.1 and BIO-4.1, which are hereby adopted and incorporated into the Project, would reduce cumulative construction impacts related to special-status species, including nesting birds and bats, to a less-than-significant level. The City finds protection for roosting bats and nesting birds to be feasible. The City hereby determines that any cumulative construction impacts related to special-status species, including nesting birds and bats, remaining after implementation of Mitigation Measures BIO-1.1 and BIO-4.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Because Santa Clara is largely built out and has limited undeveloped land, cumulative projects in the vicinity of the Project site would involve primarily the construction of new buildings on previously developed sites or modifications to existing buildings or infrastructure. Cumulative impacts on biological resources could be significant because reasonably foreseeable projects could affect or remove additional structures and trees or erect new structures. However, environmental review for individual projects would address potential impacts. Impacts on nesting birds and bats would be reduced because the cumulative projects would also be subject to the requirements of the wildlife protection laws, including CESA, the MBTA, and the California Fish and Game Code. However, the Project's contribution to a cumulative impact could be significant. Implementation of Mitigation Measures BIO-1.1 and BIO-4.1 would require pre-construction surveys for nesting birds and bats. In addition, the Project would be required to comply with Policy 5.3.1-P10 of the General Plan as well as City Code Chapter 12.35, which requires new development to replace removed protected trees at a 2:1 ratio for 24-inch box trees, 4:1 for 15-gallon trees, or 1:1 for dead trees; therefore, any nesting habitat lost from tree removal would be replaced. Implementation of these mitigation measures and compliance with City policies and codes would ensure that the Project's contribution to cumulative construction impacts on nesting bird and bat species would not be cumulatively considerable.

Mitigation Measures: Implement Mitigation Measures BIO-1.1 and BIO-4.1.

Impact C-BIO-3: Cumulative Impede Use of Native Wildlife Nursery Sites or Interfere with Movement of Native Migratory Wildlife Species.

FINDING: Implementation of Mitigation Measure BIO-4.1, which is hereby adopted and incorporated into the Project, would reduce the impacts related to native wildlife nursery sites and movement of native migratory wildlife species, specifically birds and their active nests, to a less-than-significant level. The City finds pre-construction surveys for nesting birds and compliance with Policy 5.3.1-P10 of the General Plan as well as City Code Chapter 12.35 to be feasible. The City hereby determines that any impacts related to native wildlife nursery sites and migratory wildlife species, specifically birds and their active nests, due to tree removal and bird collisions remaining after implementation of Mitigation Measure BIO-4.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Cumulative impacts on native wildlife nursery sites and migratory wildlife species could be significant because reasonably foreseeable projects could affect or remove additional structures and trees and erect new structures. However, impacts on nesting birds would be reduced because cumulative projects would also be subject to the requirements of wildlife protection laws, including the MBTA and California Fish and Game Code, and individual project environmental review would address potential impacts. For Project-specific impacts, Mitigation Measure BIO-4.1 would require pre-construction surveys for nesting birds. In addition, the Project would be required to comply with Policy 5.3.1-P10 of the General Plan as well as City Code Chapter 12.35, which requires new development to replace protected trees to be removed at a 2:1 ratio for 24-inch box trees, 4:1 for 15-gallon trees, or 1:1 for dead trees; therefore, any nesting habitat lost from tree removal would be replaced onsite. Implementation of this mitigation measure and compliance with City policies and codes would ensure that the Project's contribution to cumulative impacts on the use of native wildlife nursery sites would not be cumulatively considerable and would be less than significant.

In addition, cumulative impacts on these biological resources could be significant because it is reasonable to expect that cumulative projects would erect new buildings or structures that could also result in injury or death involving resident or migratory birds from collisions with buildings. Although bird collisions cannot be completely avoided, the City's standard condition of approval with respect to bird safety would require the final design of Project buildings to reduce significant impacts related to bird collisions. For the Project, Mitigation Measure BIO-4.1 would require implementation of bird-safe design standards in Project buildings and lighting designs. Implementation of Mitigation Measure BIO-4.1 would ensure that the Project's contribution to cumulative impacts on the movement of native migratory wildlife species would not be cumulatively considerable.

Mitigation Measure: Implement Mitigation Measure BIO-4.1.

8. Geology and Soils

The topic of geology and soils was analyzed in Section 3.9 of the EIR. The EIR determined that the Project could result in significant impacts related to geology and soils and recommended mitigation measures, as discussed below.

Impact GEO-3: Soil Instability (Construction).

FINDINGS: Implementation of Mitigation Measure GEO-3.1, which is hereby adopted and incorporated into the Project, would reduce the impacts related to soil instability, specifically subsidence and

settlement, to a less-than-significant level. The City finds preparation of a design-level geotechnical report with recommendations and implementation of corrective measures to be feasible. The City hereby determines that any impacts related to soil instability, specifically subsidence and settlement, remaining after implementation of Mitigation Measure GEO-3.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Construction of the Project would require excavation up to a depth of approximately 16 feet for the one level of below-grade parking and up to a depth of approximately 28 feet for jack-and-bore pits to install transmission lines within a San Francisco Public Utilities Commission easement. Settlement due to new loads from the placement of fill material could damage existing improvements surrounding the Project site (e.g., streets, sidewalks, utilities) or proposed improvements on the Project site (e.g., proposed structures, streets, sidewalks, utilities), which would be a significant impact. Shoring would be required to restrain the sidewalls of the excavations laterally, ensuring that they would not collapse, and limit the movement of adjacent improvements, such as public streets, sidewalks, and utilities. If potential settlement due to the placement of fill material is not accounted for in the Project design, damage to existing or proposed improvements could occur. If appropriate shoring systems are not designed and installed, the movement or collapse of excavation sidewalls, as well as subsidence due to dewatering, could result in damage to adjacent improvements. Thus, significant impacts related to soil instability could result from construction of the Project. But such impacts would be adequately addressed by Mitigation Measure GEO-3.1, which would reduce soil instability impacts, specifically related to subsidence and settlement, to a less-than-significant level.

<u>Mitigation Measure GEO-3.1: Static Settlement, Subsidence, or Collapse.</u> The Project Sponsor shall define the extent and depth of fill materials that would be placed on the Project site in the Project plans. The Project Sponsor shall hire a qualified geotechnical engineer to prepare a design-level geotechnical report for the Project, which shall include the following:

- A design-level analysis of potential total and differential settlement associated with the placement of defined amounts of fill material, construction of other improvements, and dewatering activities on the Project site. The settlement analysis shall define a buffer distance away from the Project site within which settlement could occur as a result of the Project and describe the settlement amounts that could occur within this buffer distance.
- Allowable settlement estimates for planned and existing improvements, both on the Project site and within the buffer distance described above, which shall account for estimated settlement amounts developed for existing and planned improvements on surrounding properties.
- Recommendations to minimize the amount of subsidence/settlement and differential settlement that would result from the Project (e.g., minimizing the placement of fill, using lightweight fill, employing shoring systems that minimize the amount of excavation dewatering required).
- Recommendations to mitigate potential damage to proposed and existing improvements (e.g., structures, pavement surfaces, roadways, utilities), both on and off the Project site, that could result from settlement of existing unstable soil on and near the Project site as a result of the Project. Such recommendations could include the installation of flexible utility couplings or relocation of utilities.
- If the settlement analysis indicates that existing offsite improvements could be adversely affected by settlement as a result of the Project, a pre-construction survey (e.g., crack survey) and

settlement monitoring program shall be developed and implemented before and during construction for existing improvements that may be affected by the Project. This survey shall be used as a baseline for evaluating any damage claims; it shall also be used to assist the contractor when assessing the performance of shoring systems. The pre-construction survey shall record the elevation and horizontal position of all existing installations within the buffer distance determined by the settlement analysis, as described above, and shall consist of, but not be limited to, photographs, video documentation, and topographic surveys. The settlement monitoring program shall include the installation of inclinometers and groundwater monitoring wells within an approximate distance of 5 to 15 feet from excavations toward existing improvements. Settlement surveys shall be performed on a weekly basis during excavation and on a monthly basis starting approximately 1 month after the excavation has been completed and continuing for a period of at least 2 years after the completion of construction activities (or other frequency and duration recommended by the geotechnical engineer of record).

The Project Sponsor shall submit the Project plans and design-level geotechnical report to the City for review and approval prior to the City issuing grading or building permits. The Project Sponsor shall repair damage to existing or planned improvements if settlement monitoring identifies obvious damage or an exceedance of allowable settlement amounts or an exceedance of allowable settlement amounts. The repair of damage shall be performed prior to the City issuing a certificate of occupancy for the applicable portion of the Project.

Impact GEO-6: Paleontological Resources (Construction)

FINDINGS: Implementation of Mitigation Measure GEO-6.1, which is hereby adopted and incorporated into the Project, would reduce construction impacts related to paleontological resources to a less-than-significant level. The City finds paleontological resource monitoring, the evaluation of found resources, and preparation of a recovery plan to be feasible. The City hereby determines that any construction impacts related to paleontological resources remaining after implementation of Mitigation Measure GEO-6.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. The Project would be located in areas that are underlain by geologic units that have yielded scientifically important fossil finds, including vertebrate remains. There would be no impact on paleontological resources during Project operation. The Project construction involves excavation to a maximum depth of 28 feet bgs in sediments that have been previously disturbed at ground surface. Based on boring samples, it appears that geologic units underlying the site have not been disturbed at depth. Therefore, it is possible that Project-related excavation could encounter significant paleontological resources. Accordingly, the Project could have a significant impact on significant paleontological resources because construction of the Project could directly or indirectly destroy a unique paleontological resource or site or unique geological feature. Implementation of Mitigation Measure GEO-6.1 would protect any paleontological resources discovered during Project construction and ensure that impacts would be less than significant, providing for identification, recovery, and curation of paleontological resources.

<u>Mitigation Measure GEO-6.1: Paleontological Resources.</u> Monitor for Discovery of Paleontological Resources, Evaluate Found Resources, and Prepare and Follow a Recovery Plan for Found Resources.

Given the potential for paleontological resources to be present in construction areas at ground surface and at excavation depths in sensitive geologic units in the paleontological resources study area, the

following measures shall be undertaken to avoid any potentially significant effect on paleontological resources from the improvements. Before the start of any drilling or pile-driving activities, the Project Sponsor shall retain a qualified paleontologist, as defined by the Society of Vertebrate Paleontology, who is experienced in teaching non-specialists. The qualified paleontologist shall be approved by the City prior to the start of any drilling or pile-driving activities. Prior to construction, the qualified paleontologist shall prepare a general (high-level) recovery plan, which could be tailored to a specific area in the event of a discovery. The qualified paleontologist shall train all construction personnel, including the site superintendent, who are involved with earthmoving activities regarding the possibility of encountering fossils, the appearance and types of fossils that are likely to be seen during construction, and proper notification procedures should fossils be encountered. Procedures to be conveyed to workers include halting construction within 50 feet of any potential fossil find and notifying a qualified paleontologist, who shall evaluate the significance. The qualified paleontologist shall also visit the Project site once per week during earthmoving to verify that workers are following the established procedures, unless determined by the qualified paleontologist that more frequent visits are warranted.

If paleontological resources are discovered during earthmoving activities, the construction crew shall immediately cease work within 50 feet of the find and notify the City and Project Sponsor. Construction work in the affected areas shall remain stopped or be diverted to allow recovery of fossil remains in a timely manner. The Project Sponsor shall retain a qualified paleontologist (who has been approved by the City) to evaluate the resource and tailor the general recovery plan to the specific nature of the discovery, in accordance with Society of Vertebrate Paleontology guidelines.[14] The tailored recovery plan may include a field survey, construction monitoring, sampling and data recovery procedures, museum storage coordination for any specimen recovered, and a report of findings. The City shall review and approve the tailored recovery plan prior to recommendations being implemented. Recommendations in the tailored recovery plan that are determined by the City to be necessary and feasible shall be implemented before construction activities can resume at the site where the paleontological resources were discovered. The Project Sponsor, with City oversight, shall be responsible for ensuring that the monitor's recommendations regarding treatment and reporting are implemented.

Impact C-GEO-4: Cumulative Settlement or Subsidence of Unstable Soil (Construction).

FINDING: Implementation of Mitigation Measure GEO-3.1, which is hereby adopted and incorporated into the Project, would reduce cumulative construction impacts related to settlement or subsidence of unstable soil to a less-than-significant level. The City finds preparation of a design-level geotechnical report with recommendations and implementation of corrective measures to be feasible. The City hereby determines that the Project's contribution to a cumulative construction impact related to settlement or subsidence of unstable soil would not be cumulatively considerable and any cumulative construction impacts from the Project related to unstable soil remaining after implementation of Mitigation Measure GEO-3.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Potential cumulative impacts associated with the settlement or subsidence

[14] Society of Vertebrate Paleontology. 2010. *Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources*. Available: http://vertpaleo.org/Membership/Member-Ethics/SVP_Impact_Mitigation_ Guidelines.aspx. Accessed: September 1, 2023.

of unstable soil could occur if projects near the Project site cause settlement from new loads or subsidence from dewatering, which could affect existing and proposed improvements, including structures, pavement/roadways, and utilities. Multiple projects are adjacent to the Project site that could cause cumulative settlement and subsidence impacts. Cumulative projects could involve the placement of fill material or structures that could contribute to the settlement of unstable soil in adjacent areas from new loads. They could also involve dewatering, which could contribute to subsidence in adjacent areas. Settlement or subsidence in areas adjacent to these cumulative projects could combine with settlement or subsidence associated with the Project and contribute to damage for existing or planned improvements. Therefore, the Project, in combination with other foreseeable development in the vicinity, could result in a cumulatively considerable contribution to settlement or subsidence. Implementation of Mitigation Measure GEO-3.1 would ensure that 1) the potential for settlement, including subsidence, from the Project would be evaluated in the design-level geotechnical report and geotechnical recommendations to address potential settlement issues; 2) settlement monitoring would be performed during and following construction of the Project, as necessary; and 3) if excessive settlement occurs, corrective measures (e.g., repair of damage) would be implemented. Therefore, the Project's contribution to a cumulative impact related to settlement or subsidence of unstable soil during construction would not be cumulatively considerable, and the cumulative construction impact would be less than significant with mitigation.

Mitigation Measure: Implement Mitigation Measure GEO-3.1.

Impact C-GEO-6: Cumulative Paleontological Resources Impacts (Construction).

FINDINGS: Implementation of Mitigation Measure GEO-6.1, which is hereby adopted and incorporated into the Project, would reduce construction impacts to a less-than-significant level. The City finds paleontological resource monitoring, the evaluation of found resources, and preparation of a recovery plan to be feasible. The City hereby determines that the Project's contribution to a cumulative impact related to paleontological resources would not be cumulatively considerable and any construction impacts related to paleontological resources remaining after implementation of Mitigation Measure GEO-6.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR**.** The Project vicinity has seen extensive development over the past decades, and a small number of important early Holocene and Pleistocene vertebrate fossils have been recovered. Cumulative projects on this geologic unit, including all projects involving excavation into the Quaternary alluvium, could affect paleontological resources as a result of ground-disturbing activities, such as grading and excavation during construction. Therefore, construction of the Project, in combination with other foreseeable development in the vicinity, could result in a substantial effect on paleontological resources, Implementation of Mitigation Measure GEO-6.1 would protect any paleontological resources discovered during Project construction and ensure that impacts would be less than significant, providing for identification, recovery, and curation of paleontological resources. Therefore, the Project's contribution to a cumulative impact on paleontological resources would not be considerable, and the cumulative impact would be less than significant with mitigation.

Mitigation Measure: Implement Mitigation Measure GEO-6.1.

9. Hydrology and Water Quality

The topic of hydrology and water quality was analyzed in Section 3.10 of the EIR. The EIR determined that the Project could result in significant impacts related to hydrology and water quality and recommended mitigation measures, as discussed below.

Impact WQ-1: Water Quality.

FINDING: Implementation of Mitigation Measures HAZ-2.1, WQ-1.1, and WQ-1.2, which are hereby adopted and incorporated into the Project, would reduce impacts related to water quality to a less-than-significant level. The City finds implementation of a Dewatering Plan and a Soil and Groundwater Management Plan, as well as monitoring wells, to address known and potential unidentified subsurface contamination to be feasible. The City hereby determines that any impacts related to water quality remaining after implementation of Mitigation Measures HAZ-2.1, WQ-1.1 and WQ-1.2 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Groundwater dewatering would be required for subsurface construction activities. Excavation dewatering activities can affect groundwater quality by contributing to saltwater intrusion or the migration of contaminated groundwater to previously uncontaminated areas. Construction is anticipated to occur over a period of about 9 years and could require a substantial amount of excavation dewatering. The effects of dewatering on groundwater conditions in the area surrounding the Project site would depend on the characteristics of the water-bearing zones encountered by excavation, the excavation shoring and dewatering system designs, and the duration/phasing of Project construction. Historic groundwater pumping and land subsidence resulted in saltwater intrusion in the shallow aquifer of the Santa Clara Plain. Furthermore, saltwater intrusion has been identified in the Project area. Therefore, dewatering at the Project site could contribute to further saltwater intrusion, which would be a significant impact related to groundwater quality. Mitigation Measure WQ-1.1 would evaluate the potential for saltwater intrusion through geotechnical analysis and modeling and require the Project to use shoring systems that would limit dewatering volumes and durations to the maximum extent possible, if deemed necessary by Valley Water. Implementation of Mitigation Measure WQ-1.1 would ensure that the significant impacts related to saltwater intrusion during dewatering during construction would be reduced to a less-than-significant level.

In addition, previously unidentified groundwater contamination could be present in areas near the Project site because of previous and existing commercial/industrial land uses in the Project area. Therefore, dewatering activities at the Project site could contribute to the migration of potentially contaminated groundwater to previously uncontaminated areas, which would be a significant impact related to groundwater quality. Implementation of Mitigation Measures WQ-1.1 and HAZ-2.1 would ensure that the significant impact related to the migration of contaminated groundwater would be reduced to a less-than-significant level by ensuring that subsurface contamination at the Project site and along proposed transmission line routes for the Project would be further investigated and remediated, if necessary, under the oversight of a regulatory agency and that modeling of the proposed dewatering activities would include an evaluation of the potential for the migration of contaminated groundwater. Implementation of Mitigation Measure HAZ-2.1 also requires preparation and implementation of a Soil and Groundwater Management Plan to address known and potential unidentified subsurface contamination that may be encountered during construction. With implementation of Mitigation Measures WQ-1.1 and HAZ-2.1, plus compliance with State, regional, and local regulations, the Project would not violate any water quality

standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality and impacts on water quality would be less-than-significant.

If there are wells on the Project site and the wells are not properly destroyed prior to or during redevelopment, the wells could act as vertical conduits and allow future migration of saltwater and other potential contaminants from shallow groundwater into deeper groundwater zones, which would be a significant impact on groundwater quality. Additionally, the installation of landscaping (in particular, stormwater treatment/infiltration features) over areas of contaminated soil or groundwater could increase the leaching of contaminants from soil into groundwater or the migration of contaminated groundwater, which would be a significant impact on groundwater quality. Implementation of Mitigation Measure WQ-1.2 would ensure that the significant impact related to wells would be reduced to a less-than-significant level by requiring potential wells on the Project site to be investigated and properly destroyed. Implementation of Mitigation Measure HAZ-2.1 would ensure that the significant impact related to contaminated groundwater would be reduced to a less-than-significant level by ensuring that subsurface contamination at the Project site would be further investigated and remediated, as necessary, under the oversight of a regulatory agency. Implementation of Mitigation Measure HAZ-2.1 would require preparation and implementation of a Soil and Groundwater Management Plan to address known and potential unidentified subsurface contamination that may be encountered during construction. Thus, compliance with the MRP and implementation of Mitigation Measures WQ-1.2 and HAZ-2.1 would ensure the protection of groundwater and surface water quality during operation and maintenance of the Project, and impacts would be less than significant with mitigation.

Mitigation Measure: Implement Mitigation Measures HAZ-2.1 (*Subsurface Contamination*), below.

Mitigation Measure WQ-1.1: Dewatering. The Project Sponsor shall prepare a Dewatering Plan that shall be submitted to Valley Water and City for review and approval. The Dewatering Plan shall account for phasing of excavation/construction activities and include the following:

- A detailed analysis of soil formations that would be affected by excavation and dewatering activities;
- A detailed description of proposed excavation shoring systems;
- The proposed dewatering locations, flow rates, and durations that would be required, based on the soil formations present and the proposed excavation activities and shoring systems;
- The design of the proposed dewatering systems and effluent treatment systems;
- Geotechnical analysis and hydraulic modeling to demonstrate the anticipated performance of the dewatering systems and potential changes to surrounding hydrogeologic conditions, including changes in groundwater levels and flow directions, potential movement of contaminated groundwater, potential saltwater intrusion, and potential settlement due to subsidence.
- Proposed dewatering effluent discharge locations and flow rates; and
- Adequate onsite storage capacity to limit or cease dewatering discharges during times of heavy rain/flooding.

The Project shall utilize shoring systems, such as soil/cement cutoff walls, if deemed necessary by Valley Water to ensure sustainable management of the Santa Clara Subbasin, that limit dewatering volumes and durations to the maximum extent possible. The designs for the proposed shoring systems and dewatering systems as well as the Dewatering Plan shall be revised as necessary, based on comments from the City or Valley Water. The Dewatering Plan shall be approved by Valley Water

and the City prior to the issuance of permits by Valley Water for the installation of dewatering wells and permits from the City for construction of shoring and dewatering systems.

Mitigation Measure WQ-1.2: Wells. The Project Sponsor shall evaluate the potential presence of wells on the Project site, based on Valley Water records. If suspected wells have already been properly destroyed, the Project Sponsor shall provide evidence to Valley Water to demonstrate this. If it cannot be readily determined whether any wells are present on the Project site or whether the suspected wells have been properly destroyed, the Project Sponsor shall further investigate the locations of suspected wells. This investigation shall be performed under the direction of Valley Water and may include the use of geophysical surveying methods, potholing, excavation, or other exploratory activities, as deemed necessary by Valley Water, to evaluate the locations and conditions of the suspected wells. If any wells are identified at the Project site that have not been properly destroyed, the Project Sponsor shall properly destroy the wells under permits from Valley Water. The Project Sponsor shall provide the City with evidence that suspected wells on the Project site have been investigated and properly destroyed, if necessary, to the satisfaction of Valley Water prior to the City issuing demolition or grading permits for the Project. If any well is discovered during construction that has not been properly destroyed, the well shall be protected until it can be properly destroyed under permits from Valley Water at the soonest possible time.

Impact WQ-2: Groundwater Supplies.

FINDING: Implementation of Mitigation Measures GEO-3.1, WQ-1.1, and WQ-2.1, which are hereby adopted and incorporated into the Project, would reduce impacts related to groundwater supplies to a less-than-significant level. The City finds the evaluation of construction dewatering in the design-level geotechnical report and the Dewatering Plan as well as the water-saving features during operation in the MWENDO to be feasible. The City hereby determines that any impacts related to groundwater supplies remaining after implementation of Mitigation Measures GEO-3.1, WQ-1.1, and WQ-2.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Construction of the Project would require excavation for utilities and below-grade parking. The amount of excavation dewatering required for the Project could vary significantly, depending on the excavation shoring systems utilized but construction dewatering for such excavation would be required. Extraction of groundwater for several years by the Project construction could be considered a substantial use of groundwater resources, particularly during periods of drought and when considering that construction and operation of other developments in the Santa Clara Plain could also increase groundwater pumping in the plain. In addition, construction dewatering could contribute to a significant impact related to decreasing groundwater supplies. Depending on the amount of construction dewatering performed and the characteristics of the soil formations and overlying improvements within the area that would be affected by dewatering, there is potential for permanent subsidence to occur, which would be a significant impact related to dewatering and subsidence. The below-grade structures on the Project site would be waterproofed; therefore, operational dewatering would not be required following the completion of construction. However, because of future water demand in Santa Clara and reasonably anticipated deficiencies from other sources, the City may need to rely more heavily on groundwater for the future water supply. Valley Water has requested that the City and Project Sponsor implement specific measures from the Model Water Efficiency New Development Ordinance (MWENDO) to reduce or avoid impacts on the water supply. If the Project does not implement specific measures from the MWENDO to reduce or avoid impacts on the water supply, the Project could contribute to unsustainable management

of the Santa Clara Subbasin by increasing groundwater pumping and contributing to unsustainable levels of groundwater extraction from the Santa Clara Subbasin, which would be a significant impact.

Implementation of Mitigation Measure WQ-1.1 would require a Dewatering Plan to be prepared and submitted to Valley Water and the City for review and approval. It would also require the Project to use shoring systems, such as soil/cement cutoff walls, if deemed necessary by Valley Water to ensure sustainable management of the Santa Clara Subbasin, that would limit dewatering volumes and durations to the maximum extent possible. Therefore, Implementation of Mitigation Measure WQ-1.1 would ensure that potential impacts of Project construction on groundwater supplies would be less than significant with mitigation. In addition, implementation of Mitigation Measures GEO-3.1 and WQ-1.1 would ensure that potential subsidence due to construction dewatering would be evaluated in the design-level geotechnical report and the Dewatering Plan that would be prepared for the Project, which would be required to modify the proposed shoring systems and dewatering systems, as deemed necessary by Valley Water, to ensure sustainable management of the Santa Clara Subbasin. This includes controlling subsidence due to groundwater pumping. Implementation of Mitigation Measures GEO-3.1 and WQ-1.1 would therefore ensure that impacts related to impeding sustainable groundwater management of the basin and subsidence from construction of the Project would be less than significant with mitigation.

Implementation of Mitigation Measure WQ-2.1 would ensure that potential operational impacts of the Project related to substantially decreasing groundwater supplies or impeding sustainable groundwater management of the basin would be less than significant with mitigation, ensuring that water efficiency measures would be incorporated into the Project design, as requested by Valley Water. With implementation of Mitigation Measure WQ-2.1, the Project would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the Project would impede sustainable groundwater management of the basin.

Mitigation Measures GEO-3.1 and WQ-1.1.

Mitigation Measure WQ-2.1: Water Supply. The Project shall incorporate specific measures from the MWENDO into the Project design, as requested by Valley Water, to ensure that projected use of water by the Project is consistent with Valley Water's countywide water-supply planning efforts and the WSA. The Project Sponsor shall provide the City and Valley Water with evidence of approval from SBWR for the Project's use of recycled water to reduce the demand generated by the Project to the extent feasible, based on Project design and operation. The water-saving features of the Project design and WSA prepared for the Project shall be provided to Valley Water for review. Additional water-saving measures shall be incorporated into the Project design if requested by Valley Water or the City, ensuring that the Project would be consistent with the WSA and Valley Water's countywide water-supply planning efforts. The water-saving features of the Project design shall be approved by Valley Water and the City prior to the City issuing building permits for the Project. The following specific measures from the MWENDO shall be incorporated into the Project design, as applicable:

- Install hot-water recirculation systems;
- Install graywater dual-distribution plumbing;
- Incorporate alternative water sources (e.g., cisterns) and recycled water connections as feasible;
- Install pool and spa covers;
- Encourage reuse of recycled water, graywater, and rainwater/stormwater in new development and remodels through the installation of dual plumbing for irrigation, toilet flushing, cooling towers, and other non-potable uses;

- Require dedicated landscape meters where applicable;
- Require installation of separate submeters to each unit in multifamily developments and individual spaces within commercial buildings to encourage efficient water use; and
- Install weather- or soil-based irrigation controllers.

Impact WQ-3: Drainage Patterns (Stormwater).

FINDING: Implementation of Mitigation Measures WQ-3.1 and WQ-3.2, which are hereby adopted and incorporated into the Project, would reduce impacts related to stormwater conveyance and flooding to a less-than-significant level. The City finds a hydraulic study, modifications to the Project design (if necessary), and implementation of a Construction-Period Stormwater Drainage Control Plan to be feasible. The City hereby determines that any impacts related to stormwater conveyance and flooding remaining after implementation of Mitigation WQ-3.1 and WQ-3.2 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Construction activities would involve excavation and grading, which could temporarily alter drainage patterns and expose soil to potential erosion. The precise timing for stormwater drainage system construction has not been defined. If modifications to the existing stormwater drainage systems are not appropriately designed or constructed at the appropriate times with regard to the different phases of Project construction, as well as weather conditions (e.g., rain), then runoff from the Project site could exceed the capacity of existing or proposed stormwater drainage systems, flooding could occur onsite or offsite, and floodflows could be impeded or redirected by the Project, which would be a significant impact related to altering stormwater drainage patterns. In addition, if the proposed stormwater drainage systems are not appropriately designed and constructed, runoff from the Project site during operation could exceed the capacity of existing or proposed stormwater drainage systems. Flooding could occur onsite or offsite, and floodflows could be impeded or redirected by the Project, which would be a significant impact related to altering stormwater drainage patterns. Implementation of Mitigation Measures WQ-3.1 and WQ-3.2 would ensure that potential construction impacts of the Project related to exceeding the capacity of existing or proposed stormwater drainage systems, flooding onsite or offsite, and impeding or redirecting floodflows would be less than significant by requiring a hydraulic study to be prepared to evaluate the potential impacts; modifications to the Project design, if necessary; and implementation of a Construction-Period Stormwater Drainage Control Plan. In addition, implementation of Mitigation Measure WQ-3.1 would ensure that potential operational impacts of the Project related to exceeding the capacity of existing or proposed stormwater drainage systems, flooding onsite or offsite, and impeding or redirecting floodflows would be less than significant by requiring a hydraulic study to be performed and the Project design to be modified, if necessary, to demonstrate that the Project would not result in significant impacts related to stormwater conveyance and flooding.

<u>Mitigation Measure WQ-3.1: Drainage and Flooding during Construction and Operation.</u> The Project Sponsor shall prepare a Hydraulic Study to evaluate whether that the existing and proposed stormwater drainage systems that would receive runoff from the Project site would be capable of conveying the 10-year peak runoff from the Project site and flows from the Project site during a 100-year flood event would remain within public roadway limits and would not extend into private property, per City requirements. For Project construction, the Hydraulic Study shall also evaluate stormwater runoff patterns during all phases, including surface runoff flow directions and estimated discharge rates. For Project operation, the Hydraulic Study shall also evaluate the proposed changes

to drainage patterns at the Project site and placement of fill material and structures within the special flood hazard area currently mapped within Democracy Way and determine whether such changes would result in an increase in the base flood elevation by more than 1 foot in any areas within Santa Clara when combined with changes in flooding conditions from all other existing and anticipated development. If the Hydraulic Study finds that the Project would not meet the required stormwater conveyance and flooding conditions above, the Project design shall be modified to the satisfaction of the City to meet these conditions. Such design modifications could include additional stormwater retention systems, such as swales or underground cisterns/storage pipes with metered outlets, and/or changing the size and location of proposed storm drain systems on the Project site. The Hydraulic Study shall be submitted to the City for review and approval prior to the City issuing grading or building permit.

Mitigation Measure WQ-3.2: Construction Stormwater Drainage. The Project Sponsor shall prepare and implement a Construction-Period Stormwater Drainage Control Plan, which shall be submitted to the City for review and approval prior to the City issuing grading or building permits. The Construction-Period Stormwater Drainage Control Plan shall account for the phasing of construction activities and include the following:

- A detailed construction schedule for the entire Project that includes the timing for construction of new stormwater drainage systems and removal of existing stormwater drainage systems.
- Figures depicting the proposed grading of the Project site, including areas of excavation and the placement of fill during various phases of construction, and the drainage control systems that would be utilized during the various phases of construction (e.g., temporary berms and swales, sumps/pumps for subsurface structures, existing and planned stormwater drainage systems);
- A summary of detailed hydraulic evaluations of stormwater runoff patterns (see Mitigation Measure WQ-3.1), including surface runoff flow directions and estimated discharge rates for all construction phases.
- The proposed construction-period drainage control systems shall be designed such that the estimated rates and volumes of stormwater discharged to existing or proposed offsite stormwater drainage systems shall not increase beyond the existing condition. If rates and volumes of stormwater discharge to existing or proposed offsite stormwater drainage systems increase beyond the existing condition, the Construction-Period Stormwater Drainage Control Plan shall demonstrate that the existing or proposed offsite stormwater drainage systems have the capacity necessary to convey the increased discharges.
- Timing restrictions and methods for rerouting flows from existing storm drain systems during modification to ensure that construction activities do not impede flows within the systems.
- Special precautions to be taken for construction activities within special flood hazard zones, including not allowing the storage of hazardous materials or placement of features that could impede or redirect floodflows within special flood hazard zones.

Impact WQ-4: Release of Pollutants Due to Inundation (Flooding During Construction).

FINDING: Implementation of Mitigation Measure WQ-3.2, which is hereby adopted and incorporated into the Project, would reduce construction impacts related to release of pollutants due to inundation to a less-than-significant level. The City finds implementation of a Construction-Period Stormwater Drainage Control Plan to be feasible. The City hereby determines that any construction impacts related to the

release of pollutants due to inundation remaining after implementation of Mitigation Measure WQ-3.2 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, the mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. If hazardous materials are stored during construction within special flood hazard areas and flooding occurs, the Project could result in a release of pollutants due to inundation, which would be a significant impact. In addition, the Project would include the placement of fill material and structures within the special flood hazard area mapped within Democracy Way. Implementation of Mitigation Measure WQ-3.2 would ensure that the potential impact from release of pollutants due to inundation during construction would be less than significant with mitigation by requiring hazardous materials not to be stored in special flood hazard areas during construction of the Project.

Mitigation Measure: Implement Mitigation Measure WQ-3.2.

Impact WQ-5: Conflict with a Water Quality Control Plan or Sustainable Groundwater Management Plan.

FINDINGS: Implementation of Mitigation Measures WQ-1.1, WQ-1.2, WQ-2.1, HAZ-2.1, and GEO-3.1, which are hereby adopted and incorporated into the Project, would reduce impacts related to conflicts with a water quality control plan or sustainable groundwater management plan to a less-than-significant level. The City finds the evaluation of construction dewatering in the design-level geotechnical report, Dewatering Plan, and Soil and Groundwater Management Plan as well as the water-saving features during operation in the MWENDO to be feasible. The City hereby determines that any impacts related to conflicts with a water quality control plan or sustainable groundwater management plan remaining after implementation of Mitigation Measures WQ-1.1, WQ-1.2, WQ-2.1, HAZ-2.1, and GEO-3.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, the mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Construction of the Project would be required to comply with National Pollutant Discharge Elimination System (NPDES) permit requirements, including the Construction General Permit. Implementation of Mitigation Measures WQ-1.1 and HAZ-2.1 would further ensure the protection of groundwater and surface water quality during construction of the Project. Implementation of Mitigation Measures WQ-1.1 and GEO-3.1 would ensure that construction of the Project would not substantially decrease groundwater supplies or impede sustainable groundwater management of the basin. Therefore, potential construction impacts related to conflicting with or obstructing implementation of the Basin Plan or Groundwater Management Plan (GMP) for the Santa Clara and Llagas Subbasins would be less than significant with mitigation.

Operation of the Project would be required to comply with the MRP, which would ensure the protection of surface water quality. Implementation of Mitigation Measures WQ-1.2 and HAZ-2.1 would ensure the protection of groundwater water quality during operation of the Project. Implementation of Mitigation Measure WQ-2.1 would ensure that operation of the Project would not substantially decrease groundwater supplies or impede sustainable groundwater management of the basin. Therefore, potential operational impacts related to conflicting with or obstructing implementation of the Basin Plan or GMP for the Santa Clara and Llagas Subbasins would be less than significant with mitigation.

Mitigation Measures: Implement Mitigation Measures WQ-1.1, WQ-1.2, WQ-2.1, HAZ-2.1, and GEO-3.1.

Impact C-WQ-1: Cumulative Water Quality Impacts.

FINDING: Implementation of Mitigation Measures WQ-1.1, WQ-1.2, and HAZ-2.1, which are hereby adopted and incorporated into the Project, would reduce cumulative impacts related to water quality to a less-than-significant level. The City finds implementation of a Dewatering Plan and a Soil and Groundwater Management Plan, as well as monitoring wells, to address known and potential unidentified subsurface contamination to be feasible. The City hereby determines that the Project's contribution to a cumulative impact related to water quality would not be cumulatively considerable and any impacts related to cumulative water quality would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, the mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Stormwater discharged from past and existing land uses in the Project area and surrounding areas have contained pollutants and cumulatively contributed to impairment of the water quality in San Tomas Aquino Creek, Guadalupe Slough, and South San Francisco Bay. Furthermore, historical groundwater pumping in the Santa Clara Valley has resulted in cumulative impacts on groundwater quality through saltwater intrusion. Therefore, cumulative conditions exist for impacts on water quality in the Project area. Stormwater runoff and groundwater dewatering from the Project site and cumulative projects could result in the degradation of surface water and groundwater if not appropriately managed.

Stormwater runoff and groundwater from dewatering during construction of the Project would be managed, treated, and monitored in accordance with NPDES permit requirements, including the Construction General Permit. Cumulative projects would also be required to comply with these existing regulations to protect water quality. The Project would be required to implement Mitigation Measures WQ-1.1 and HAZ-2.1, which would further ensure the protection of groundwater and surface water during construction. As a result, construction of the Project would not have a cumulatively considerable impact on surface water or groundwater quality; therefore, the Project's contribution to cumulative impacts would not be considerable. The cumulative construction impact related to water quality would be less than significant with mitigation.

Stormwater runoff during operation of the Project would be managed and treated in accordance with the MRP. Cumulative projects would also be required to comply with the MRP to protect water quality. The Project would be required to implement Mitigation Measures WQ-1.2 and HAZ-2.1 to ensure the protection of groundwater during operation. As a result, operation of the Project would not have a cumulatively considerable impact on surface water or groundwater quality; therefore, the Project's contribution to cumulative impacts would not be considerable. The cumulative operational impact related to water quality would be less than significant with mitigation.

Mitigation Measures: Implement Mitigation Measures WQ-1.1, WQ-1.2, and HAZ-2.1.

Impact C-WQ-2: Cumulative Groundwater Supply Impacts.

FINDING: Implementation of Mitigation Measures GEO-3.1, WQ-1.1, and WQ-2.1, which are hereby adopted and incorporated into the Project, would reduce impacts to a less-than-significant level. The City finds the evaluation of construction dewatering in the design-level geotechnical report and the Dewatering Plan, plus the water-saving features during operation in the MWENDO, to be feasible. The City hereby determines that any impacts related to cumulative groundwater supply remaining after implementation of Mitigation Measures GEO-3.1, WQ-1.1, and WQ-2.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, the mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Historical groundwater pumping in the Santa Clara Valley has resulted in cumulative impacts, including a decline in groundwater levels and subsidence. Management of groundwater use in the Santa Clara Subbasin is currently performed by Valley Water through implementation of the GMP for the Santa Clara and Llagas Subbasins to limit cumulative impacts related to groundwater supply and subsidence. However, the extraction of groundwater during construction of the Project and cumulative projects could result in decreased groundwater supplies as well as subsidence. During construction, the Project would be required to implement Mitigation Measures GEO-3.1 and WQ-1.1, which would ensure that construction of the Project would not substantially decrease groundwater supplies or result in subsidence that could impede sustainable management of the groundwater basin. Similar requirements would be applied to the cumulative projects, as applicable. As a result, construction of the Project would not have a cumulatively considerable impact on groundwater supplies or sustainable management of the groundwater basin; the Project's contribution to cumulative impacts would not be considerable. The cumulative impact related to groundwater supply would be less than significant with mitigation.

During operation, the Project would be required to implement Mitigation Measure WQ-2.1, which would ensure that operation of the Project would not substantially decrease groundwater supplies or result in subsidence that could impede sustainable management of the groundwater basin. Similar requirements would be applied to the cumulative projects, as applicable. As a result, operation of the Project would not have a cumulatively considerable impact on groundwater supplies or sustainable management of the groundwater basin; the Project's contribution to cumulative impacts would not be considerable. The impact related to groundwater supply would be less than significant with mitigation.

Mitigation Measures: Implement Mitigation Measures GEO-3.1, WQ-1.1, and WQ-2.1.

Impact C-WQ-3: Cumulative Drainage Pattern Impacts.

FINDING: Implementation of Mitigation Measures WQ-3.1 and WQ-3.2, which are hereby adopted and incorporated into the Project, would reduce the cumulative impacts related to drainage patterns to a less-than-significant level. The City finds a hydraulic study, modifications to the Project design (if necessary), and implementation of a Construction-Period Stormwater Drainage Control Plan to be feasible. The City hereby determines that any impacts related to cumulative drainage patterns after implementation of Mitigation Measures WQ-3.1, and WQ-3.2 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, the mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Erosion and siltation can result in cumulative impacts by reducing the conveyance capacity of stormwater drainage systems and creeks (though sedimentation) and reducing water quality. Furthermore, the erosion of contaminated soils can increase pollutant loads in runoff and receiving waters. Similar to the Project, cumulative projects would involve excavation and grading that could temporarily alter drainage patterns and expose soil to potential erosion and siltation. Portions of the Project site and surrounding areas are susceptible to flooding hazards due to inadequate drainage systems. Increased runoff from developments and altered drainage patterns have resulted in a cumulative condition related to flooding hazards in the Project area. The Project, along with cumulative projects in the area, could also result in impacts related to stormwater drainage systems and flooding, which would be a potentially cumulatively considerable impact and therefore significant with respect to altering stormwater drainage patterns. Although the Project would result in an overall decrease in stormwater

runoff from the Project site compared to the existing condition, different amounts of runoff from the Project site could be conveyed to different storm drain systems compared to the existing condition. The Project could also alter flooding conditions by placing fill material and structures within a special flood hazard zone. Cumulative projects may involve similar changes to drainage patterns.

During construction, the Project would be required to implement Mitigation Measures WQ-3.1 and WQ-3.2, which would ensure that construction of the Project would not exceed the capacity of existing or proposed stormwater drainage systems, result in flooding onsite or offsite, or impede or redirect floodflows. As a result, construction of the Project would not create a cumulatively considerable impact related to exceeding the capacity of existing or proposed stormwater drainage systems, flooding onsite or offsite, or impeding or redirecting floodflows; therefore, these cumulative impacts would be less than significant with implementation of Mitigation Measure WQ-3.1 and WQ-3.2.

During operation, the Project would be required to implement Mitigation Measures WQ-3.1, which would ensure that operation of the Project would not exceed the capacity of existing or proposed stormwater drainage systems, result in flooding onsite or offsite, or impede or redirect floodflows. As a result, operation of the Project would not create a cumulatively considerable impact related to exceeding the capacity of existing or proposed stormwater drainage systems, flooding onsite or offsite, or impeding or redirecting floodflows; therefore, these cumulative impacts would be less than significant with implementation of Mitigation Measure WQ-3.1.

Mitigation Measures: Implement Mitigation Measures WQ-3.1 and WQ-3.2.

Impact C-WQ-4: Cumulative Release of Pollutants Due to Inundation.

FINDING: Implementation of Mitigation Measure WQ-3.2, which is hereby adopted and incorporated into the Project, would reduce impacts due to inundation to a less-than-significant level. The City finds implementation of a Construction-Period Stormwater Drainage Control Plan to be feasible. The City hereby determines that any impacts related to the cumulative release of pollutants due to inundation remaining after implementation of Mitigation Measure WQ-3.2 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, the mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. If hazardous materials are stored for construction of the cumulative projects within special flood hazard areas and flooding occurs, the cumulative projects, in combination with the Project, could risk the release of pollutants, which would be a significant cumulative impact. During construction, implementation of Mitigation Measure WQ-3.2 would ensure that the Project's contribution would not be considerable by requiring hazardous materials not to be stored in special flood hazard areas. As a result, construction of the Project would not create a cumulatively considerable impact related to the release of pollutants due to inundation; therefore, this cumulative impact would be less than significant with implementation of Mitigation Measure WQ-3.2.

Mitigation Measure: Implement Mitigation Measure WQ-3.2.

Impact C-WQ-5: Cumulative Conflicts with a Water Quality Control Plan or Sustainable Groundwater Management Plan.

FINDING: Implementation of Mitigation Measures WQ-1.1, WQ-2.1, HAZ-2.1, and GEO-3.1, which are hereby adopted and incorporated into the Project, would reduce cumulative impacts related to conflicts with a water quality control plan or sustainable groundwater management plan to a less-than-significant level. The City finds the evaluation of construction dewatering in the design-level geotechnical report,

Dewatering Plan, and Soil and Groundwater Management Plan as well as the water-saving features during operation in the MWENDO to be feasible. The City hereby determines that any cumulative impacts related to conflicts with a water quality control plan or sustainable groundwater management plan remaining after implementation of Mitigation Measures WQ-1.1, WQ-2.1, HAZ-2.1, and GEO-3.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, the mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Construction of projects in the area would be required to comply with NPDES permit requirements, including the Construction General Permit. Operation of cumulative projects would be required to comply with the MRP, which would ensure the protection of surface water quality. However, without mitigation, groundwater and surface water could be affected during cumulative construction and operation. During construction, the Project would be required to implement Mitigation Measures WQ-1.1 and HAZ-2.1 to ensure the protection of groundwater and surface water quality. In addition, implementation of Mitigation Measures WQ-1.1 and GEO-3.1 would ensure that construction of the Project would not substantially decrease groundwater supplies or impede sustainable groundwater management of the basin. As a result, construction of the Project would not create cumulatively considerable impacts related to conflicting with or obstructing implementation of the Basin Plan or GMP for the Santa Clara and Llagas Subbasins; therefore, the Project's contribution to cumulative impacts would not be considerable. The cumulative construction impacts related to conflicts with a water quality control plan or sustainable groundwater management plan would be less than significant with implementation of Mitigation Measures WQ-1.1 and HAZ-2.1.

During operation, stormwater runoff would be managed and treated in accordance with the MRP. Cumulative projects would also be required to comply with the MRP to protect water quality. The Project would be required to implement Mitigation Measures WQ-1.2 and HAZ-2.1 to ensure the protection of groundwater during operation. Furthermore, the use of groundwater by the cumulative projects for the water supply could result in decreased groundwater supplies and subsidence, which would be a significant cumulative impact related to conflicting with the GMP for the Santa Clara and Llagas Subbasins. Implementation of Mitigation Measure WQ-2.1 would ensure that operation of the Project would not substantially decrease groundwater supplies or impede sustainable groundwater management of the basin. As a result, operation of the Project would not create cumulatively considerable impacts related to conflicting with or obstructing implementation of the Basin Plan or GMP for the Santa Clara and Llagas Subbasins; therefore, the Project's contribution to cumulative impacts related to conflicts with a water quality control plan or sustainable groundwater management plan would not be considerable. The cumulative impact related to conflicts with a water quality control plan or sustainable groundwater management plan remaining after implementation of Mitigation Measures WQ-1.2 and HAZ-2.1 would be less than significant.

Mitigation Measures: Implement Mitigation Measures WQ-1.1, WQ-1.2, WQ-2.1, HAZ-2.1, and GEO-3.1.

10. Hazards and Hazardous Materials

The topic of hazards and hazardous materials was analyzed in Section 3.11 of the EIR. The EIR determined that the Project could result in significant impacts related to hazards and hazardous materials and recommended mitigation measures, as discussed below.

Impact HAZ-2: Accidental Releases of Hazardous Materials (Subsurface Contamination).

FINDING: Implementation of Mitigation Measure HAZ-2.1, which is hereby adopted and incorporated into the Project, would reduce impacts related to subsurface contamination to a less-than-significant level. The City finds the investigation and appropriate management of subsurface contamination under the oversight of a regulatory agency to be feasible. The City hereby determines that any impacts related to the accidental releases of hazardous materials due to subsurface contamination would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, the mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. The disturbance of contaminated soil or groundwater, if encountered, during construction activities could result in impacts on construction workers, the public, and the environment because dust or vapors containing hazardous materials could be released into the environment, and the movement of contaminated soil could spread contamination to new areas. Construction in areas with elevated levels of methane could also create hazards related to fire and explosion due to potential methane accumulation within excavations or enclosed spaces. Therefore, the potential release of subsurface hazardous materials into the environment during construction of the Project is a significant impact. If landscaping would be installed over areas of contaminated soil or groundwater not excavated as part of the Project, stormwater infiltration during operation of the Project could increase the leaching of contaminants from soil into groundwater or the migration of contaminated groundwater. The placement of buildings and utilities in areas with elevated methane and VOC levels in soil vapor could create hazards related to fire and explosion due to potential methane accumulation within enclosed spaces and create health hazards for future occupants of the Project site due to vapor intrusion to indoor air. Therefore, the potential release of subsurface hazardous materials into the environment during operation of the Project is a significant impact. Implementation of Mitigation Measure HAZ-2.1 would ensure that subsurface contamination would be further investigated and appropriately managed under the oversight of a regulatory agency. With implementation of this mitigation, the Project would not create a significant hazard for the public or the environment through reasonably foreseeable upset or accident conditions involving the release of hazardous materials into the environment. Implementation of Mitigation Measure HAZ-2.1 would reduce impacts from accidental releases of hazardous materials due to subsurface contamination to a less-than-significant level.

> <u>Mitigation Measure HAZ-2.1: Subsurface Contamination.</u> The Project Sponsor shall engage with an appropriate regulatory agency (e.g., the San Francisco Bay Regional Water Board, Santa Clara County DEH, DTSC) to provide oversight for additional subsurface investigation at the Project site and proposed transmission line routes for the Project, prepare and implement a Soil and Groundwater Management Plan (SGMP), and implement remedial actions, as necessary and required by the appropriate regulatory agency. When site uses and building layouts/designs are finalized and available, additional soil vapor testing shall be performed to evaluate the need for vapor intrusion mitigation measures. The additional subsurface investigation activities shall include, to the extent required by the appropriate regulatory agency, investigation of potential contamination along the proposed transmission line routes for the Project and investigation of potential contamination source areas/features of environmental concern (e.g., former hazardous materials storage areas, clarifiers/sumps/vaults and associated piping, possible UST areas) to define the extent of subsurface contamination at the Project site. The SGMP shall outline the soil and groundwater management protocols that would be implemented during redevelopment of the Project site to ensure that construction workers, the public, future occupants, and the environment would not be exposed to hazardous materials that may be present in the subsurface of the Project site. The SGMP shall include, at a minimum, the following procedures, to be implemented during construction:

- Health and safety requirements for construction workers who may handle contaminated soil or groundwater
- Guidelines for controlling airborne dust, vapors, and odors
- Air monitoring requirements for methane and VOCs during construction
- Guidelines for controlling hot work (e.g., welding) in areas where methane concentrations approach or exceed 10 percent of the lower explosive limit (i.e., 0.5 percent)
- Regulatory notification requirements if undocumented contamination, features of environmental concern (e.g., USTs or clarifiers/sumps/vaults and associated piping), or elevated methane levels are encountered, which shall include notification of the City's Community Risk Reduction Division for USTs and the fire department for hot work in methane areas
- Inspection and sampling protocols for contaminated soil or groundwater by a qualified environmental professional
- Guidelines for groundwater dewatering, treatment, and disposal to ensure compliance with applicable regulations/permit requirements
- Guidelines for the segregation of contaminated soil, stockpile management, characterization of soil for offsite disposal or onsite re-use, and importing of clean fill material

The SGMP shall be submitted to applicable regulatory oversight agencies, including the City, for review and approval prior to the City issuing demolition or grading permits for the Project. Remedial actions that may be required for the Project could include, but would not necessarily be limited to, removal of hazardous material containers/features (e.g., USTs, piping, clarifiers/sumps/vaults), removal and offsite disposal of contaminated soil or groundwater, in-situ treatment of contaminated soil or groundwater, or implementation of engineering/institutional controls (e.g., capping of contaminated soils, installation of vapor intrusion mitigation systems, establishment of deed restrictions).

If remedial actions are required for any portion of the Project site or proposed transmission line routes for the Project, the Project Sponsor shall submit to the City evidence of approvals from all applicable regulatory oversight agencies for any proposed remedial action plans prior to the City issuing any demolition, grading, or building permits for that portion of the Project site or transmission line route. The Project Sponsor shall submit to the City evidence of approval(s) from all applicable regulatory oversight agencies for the completion of remedial actions on the applicable portion of the Project site prior to the City issuing a certificate of occupancy for any buildings located on said portion of the Project site.

Impact C-HAZ-2: Cumulative Accidental Releases of Hazardous Materials (Construction).

FINDING: Implementation of Mitigation Measure HAZ-2.1, which is hereby adopted and incorporated into the Project, would reduce cumulative construction impacts related to accidental release of hazardous materials to a less-than-significant level. The City finds the investigation and appropriate management of subsurface contamination under the oversight of a regulatory agency to be feasible. The City hereby determines that any cumulative construction impacts related to an accidental release of hazardous materials remaining after implementation of Mitigation Measure HAZ-2.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, the mitigation measures for the Project that would avoid or substantially lessen the significant environmental

effect, as identified in the EIR. Cumulative projects may include the demolition of buildings that contain hazardous building materials or redevelopment in areas with subsurface contamination. Given the past and current commercial/industrial land uses near the Project site that may have involved the storage and use of hazardous materials, it is possible that previously unidentified subsurface contamination could be present at other cumulative projects near the Project site. Redevelopment of multiple projects in areas of subsurface contamination at the same time could result in cumulative exposure of construction workers, the public, and the environment to hazardous materials, which would be a significant cumulative impact. Implementation of General Plan policies, including Policies 5.10.5-P22 and 5.10.5-P23, would ensure that the City would regulate development on sites with suspected soil and/or groundwater contamination and require appropriate cleanup and remediation of contaminated sites, ensuring that construction workers, the public, future occupants, and the environment would be adequately protected from hazards associated with contamination. Implementation of Mitigation Measure HAZ-2.1 would ensure that potential impacts of the Project associated with accidental releases of hazardous materials due to subsurface contamination would not be cumulatively considerable. Cumulative construction impacts related to accidental releases of hazardous materials remaining after implementation of Mitigation Measure HAZ-2.1 would be less than significant with mitigation.

Mitigation Measure: Implement Mitigation Measure HAZ-2.1.

11.Tribal Cultural Resources

The topic of tribal cultural resources was analyzed in Section 3.14 of the EIR. The EIR determined that the Project could result in significant impacts related to tribal cultural resources and recommended mitigation measures, as discussed below.

Impact TCR-1: Tribal Cultural Resources (Construction).

FINDING: Implementation of Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3, which are hereby adopted and incorporated into the Project, would reduce construction impacts related to tribal cultural resources to a less-than-significant level. The City finds mitigation measures that call for development and implementation of a monitoring plan, worker awareness training, and requirements to stop work if tribal cultural resource deposits are encountered during ground-disturbing activities to be feasible. The City hereby determines that any construction impacts related to tribal cultural resources remaining after implementation of Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, the mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR**.** The results of the Northwest Information Center records search and literature review indicate no previously recorded cultural resources within or adjacent to the Project site. This includes tribal cultural resources listed or eligible for listing in the CRHR or a local register of historical resources. In addition, no tribal cultural resources were identified during the 2019 and 2022 consultation outreach by the City. However, archaeological deposits that qualify as tribal cultural resources could be encountered during Project excavation. Should deposits be encountered during Project excavation, this could result in an adverse change to a tribal cultural resource. Thus, significant impacts related to tribal cultural resources could result from construction of the Project. Implementation of Mitigation Measures CUL-2.1, CUL-2.2 and CUL-2.3 would ensure that impacts related to any tribal cultural resources that may be uncovered at the site would be less than significant with mitigation through development and implementation of an archaeological monitoring plan, implementation of cultural resources sensitivity training (including training regarding sensitivity to tribal cultural resources) for all construction crews participating in ground-disturbing activities, and requirements to stop work if archaeological deposits are encountered during ground-disturbing

activities. With implementation of mitigation, the Project would not cause a substantial adverse change in the significance of a tribal cultural resource that is listed in or eligible for listing in the California Register of Historical Resources (CRHR) or a local register of historical resources, as defined in PRC Section 5020.1(k), or determined by the lead agency to be significant pursuant to criteria set forth in Public Resources Code Section 5024.1. Therefore, this impact would be less than significant with implementation of Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3.

Mitigation Measures: Implement Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3.

Impact C-TCR-1: Cumulative Impacts on Tribal Cultural Resources (Construction).

FINDING: Implementation of Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3, which are hereby adopted and incorporated into the Project, would reduce cumulative construction impacts related to tribal cultural resources to a less-than-significant level. The City finds mitigation measures that call for development and implementation of a monitoring plan, worker awareness training, and requirements to stop work if archaeological deposits are encountered during ground-disturbing activities to be feasible. The City hereby determines that any cumulative construction impacts related to tribal cultural resources would not be cumulatively considerable and after implementation of Mitigation Measure CUL-2.1, CUL-2.2, and CUL-2.3 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, the mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Urban development that has occurred over the past several decades in the vicinity of the Project site has resulted in the demolition or alteration of non-archaeological and archaeological resources that may qualify as tribal cultural resources under CEQA. It is reasonable to assume that present and future development will continue to result in impacts on these resources by disturbing native soils and altering the landscape. Because tribal cultural resources are unique and non-renewable members of finite classes, all adverse effects or negative impacts erode a dwindling resource base. For this reason, the cumulative effects of development in the region on tribal cultural resources are considered significant. Because the Project site is situated in an archeologically sensitive area, the possibility exists of encountering unknown tribal cultural resources during ground-disturbing activities associated with Project construction. The Project would be subject to Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3, which require implementation of an archaeological monitoring plan, cultural resources sensitivity training (including training regarding sensitivity to tribal cultural resources) for all construction crews participating in ground-disturbing activities, and stopping work if archaeological deposits are encountered during ground-disturbing activities. Compliance with these mitigation measures would reduce the Project's contribution to a cumulative impact to less than cumulatively considerable, resulting in a cumulative construction impact that would be less than significant with implementation of Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3.

Mitigation Measures: Implement Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3.

12. Utilities and Service Systems

The topic of utilities and service systems was analyzed in Section 3.15 of the EIR. The EIR determined that the Project could result in significant impacts related to utilities and service systems and recommended mitigation measures, as discussed below.

Impact UT-1: Utility Relocation, Construction, or Expansion (Stormwater Facilities).

FINDING: Implementation of Mitigation Measures WQ-3.1 and WQ-3.2, which are hereby adopted and incorporated into the Project, would reduce impacts related to stormwater facilities to a less-than-significant level. The City finds a hydraulic study, modifications to the Project design (if necessary), and implementation of a Construction-Period Stormwater Drainage Control Plan to be feasible. The City hereby determines that any impacts related to stormwater facilities remaining after implementation of Mitigation Measures WQ-3.1 and WQ-3.2 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, the mitigation measures for the Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. If modifications to the existing stormwater drainage systems are not appropriately designed or constructed at the appropriate times with regard to the different phases of Project construction, as well as weather conditions (e.g., rain), then runoff from the Project site could exceed the capacity of existing or proposed stormwater drainage systems, thereby requiring the construction of additional stormwater drainage facilities, which would be a significant impact. Implementation of Mitigation Measures WQ-3.1 and WQ-3.2 would ensure that potential impacts of the Project related to exceeding the capacity of existing or proposed stormwater drainage systems would be less than significant. Specifically, the mitigation measures would require a hydraulic study to be prepared to demonstrate that existing and proposed stormwater drainage systems would be capable of conveying 10-year peak runoff flows from the Project site and ensure that such flows during a 100-year flood event would remain within public roadway limits and would not extend into private property. Furthermore, modifications to the Project design would be implemented, if necessary, and a construction-period stormwater drainage control plan would be implemented. Therefore, with implementation of stormwater treatment measures and Mitigation Measures WQ-3.1 and WQ-3.2, impacts on stormwater drainage facilities would be less than significant.

Mitigation Measures: Implement Mitigation Measures WQ-3.1 and WQ-3.2.

C. Significant and Unavoidable Impacts

Where, as a result of the environmental analysis of the Project, the City has determined that either (1) even with the identification of Project design features; compliance with existing laws, codes, and statutes; and/or the identification of feasible mitigation measures, potentially significant impacts cannot be reduced to a level of less than significant or (2) no feasible mitigation measures or alternatives are available to mitigate the potentially significant impact, the City has found, in accordance with CEQA Section 21081(a)(3) and State CEQA Guidelines Section 15091(a)(3), that "specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in the environmental impact report." These impacts have been designated significant and unavoidable.

1. Air Quality

Impact AQ-2: Cumulatively Considerable Net Increase in Criteria Pollutants – Operation and Construction plus Operation.

FINDING: Implementation of Mitigation Measures AQ-2.1 through AQ-2.6, which are hereby adopted and incorporated into the Project, would reduce impacts related to cumulatively considerable net increase in criteria pollutions from operation of the Project and concurrent construction and operation, but not to a

less-than-significant level. Although the City finds Mitigation Measures AQ-2.1 through AQ-2.6 feasible, there are no additional feasible mitigation measures that will reduce this impact a less-than-significant level. Therefore, the City hereby determines that impacts related to a cumulatively considerable net increase in criteria pollutants during operation or construction plus operation would be significant and unavoidable.

FACTS IN SUPPORT OF FINDING: Long-term operational emissions from the Project would be caused by vehicle trips and area sources (e.g., cleaning supplies, architectural coatings, landscape maintenance equipment). In addition, stationary-source emissions would result from intermittent use of 21 diesel-powered emergency generators, which were conservatively assumed to be tested 50 hours per year. Operation of the Project would generate levels of reactive organic gas (ROG), nitrogen oxide (NO_X), particulate matter less than 10 microns in aerodynamic diameter (PM_{10}), and particulate matter less than 2.5 microns in aerodynamic diameter ($PM_{2.5}$) that would exceed the applicable Bay Area Air Quality Management District (BAAQMD) mass emissions thresholds. Therefore, unmitigated operation of the Project would result in a cumulatively considerable net increase in criteria air pollutants for which the San Francisco Bay Area Air Basin (SFBAAB) is designated as a nonattainment area with respect to the federal or State ambient air quality standards, resulting in a significant impact. In addition, construction could overlap with Project operations because the Project would be constructed over a period of nearly 10 years. Concurrent construction and operation of the Project would result in unmitigated ROG, NO_X, and PM_{10} emissions that would exceed BAAQMD's recommended thresholds. Thus, the Project would result in a significant impact during concurrent construction and operation.

Mitigation Measure AQ-2.1 would be implemented to reduce the Project's NO_X emissions by requiring EPA Tier 4 Final diesel engines. Implementation of Mitigation Measure AQ-2.1 (i.e., the requirement for EPA Tier 4 Final diesel engines) would reduce construction emissions of NO_x to a level below the BAAQMD threshold. In addition, Mitigation Measure AQ-2.2 would be incorporated to ensure that BAAQMD BMPs, as well as additional recommended construction-related mitigation measures, would be implemented during Project construction. BMPs would be required and implemented to reduce impacts from construction-related fugitive dust emissions, including any cumulative impacts.

However, project operation and concurrent Project construction and operation would result in a cumulatively considerable net increase in a criteria pollutant for which the Project region is classified as a nonattainment area under an applicable federal or State ambient air quality standard. Implementation of Mitigation Measures AQ-2.3 through AQ-2.6 would reduce operational ROG, NO_X, PM_{10}, and $PM_{2.5}$ emissions but not to a less-than-significant level. Mitigation Measures AQ-2.3 and AQ-2.4 would require the Project Sponsor to use architectural coatings and cleaning supplies with a low volatile-organic-compound (VOC) content for all Project buildings, thereby reducing fugitive emissions of ROG throughout operations. Mitigation Measure AQ-2.5 would require the Project Sponsor to replace gas-powered landscape equipment with zero-emission landscape equipment, thereby reducing emissions of ROG, NO_X, PM_{10}, and $PM_{2.5}$ by eliminating the use of internal-combustion engines for landscaping activities. Mitigation Measure AQ-2.6 would require the Project Sponsor to install EPA Tier 4 Final stationary emergency generators, if commercially available in a timely manner. EPA Tier 4 Final stationary emergency generators would reduce ROG, NO_X, PM_{10}, and $PM_{2.5}$ emissions; however, the emissions modeling assumes the use of Tier 3 generators because of uncertainties in the availability of Tier 4 generators. Mitigated emissions are estimated in Table 3.3-10, which shows that net mitigated ROG, NO_X, PM_{10}, and $PM_{2.5}$ emissions would exceed the applicable BAAQMD thresholds. Most of the emissions that contribute to the exceedance in ROG emissions result from the volume of consumer products used, which is dependent on the size of a project. The other main contributor to ROG emissions, as well as NO_X, PM_{10}, and $PM_{2.5}$, is travel to and from the Project site by vehicles. The ROG and NOx exceedances are from vehicle

exhaust; the PM10 and PM2.5 exceedances are primarily from road dust that gets re-suspended by vehicle movement. The Project would reduce motor vehicle travel by locating a high-density, mixed-use development in an infill and transit-rich location, thereby promoting transportation efficiency, implementing a TDM plan, and exploring alternative transit methods. Nonetheless, the high-density aspect of the Project would lead to emissions from vehicles traveling to and from the site, emissions that would represent a large portion of the Project's ROG, NO_X, PM_{10}, and $PM_{2.5}$ emissions. There are no additional onsite mitigation measures to reduce emissions from vehicle trips. Therefore, even with implementation of Mitigation Measures AQ-2.1 through AQ-2.6, operation of the Project and concurrent construction and operation of the Project would result in a cumulatively considerable net increase in criteria air pollutants for which the SFBAAB is designated as a nonattainment area with respect to the federal or State ambient air quality standards. This impact would be significant and unavoidable with mitigation.

Mitigation Measures AQ-2.1 and 2-2: *For Construction plus Operation* (described in Section B)

Mitigation Measure AQ-2.3: Require Low-VOC Coatings during Project Construction and Operation. The Project Sponsor shall require contractors, as a condition of contract, to reduce construction-related fugitive ROG emissions by ensuring that low-VOC coatings with a VOC content of 50 grams per liter or less are used during construction and operation. For construction coatings, prior to permit issuance, the Project Sponsor shall submit evidence to the City of Santa Clara regarding the use of low-VOC coatings.

Mitigation Measure AQ-2.4: Use Low-VOC Cleaning Supplies. The Project Sponsor shall provide educational resources for residential and commercial tenants concerning zero- or low-VOC cleaning products. Prior to receipt of any certificate of final occupancy, the Project Sponsor shall work with the City of Santa Clara to develop the electronic correspondence to be distributed by email to new residential and commercial tenants regarding a requirement to purchase cleaning products that generate less than the typical VOC emissions.

Mitigation Measure AQ-2.5: Replace Gas-Powered Landscape Equipment with Zero-Emission Landscape Equipment. The Project Sponsor shall provide educational resources for tenants concerning zero-emission landscape equipment. The Project Sponsor, as a condition of contract, shall require all tenants to use only electric landscaping equipment throughout Project operation to reduce ROG, NO_X, PM_{10}, and $PM_{2.5}$ emissions. By the time the Project is operational, new internal-combustion engine landscaping equipment will not be available for purchase in California; thus, electric landscaping equipment will be the only commercially available landscaping equipment for purchase.

Mitigation Measure AQ-2.6: EPA Tier 4 Final Stationary Emergency Generators. The Project Sponsor shall require contractors or lessees, as a condition of contract, to install EPA Tier 4 Final stationary emergency generators, if commercially available at any point before occupancy. If Tier 4 Final emergency generators are not commercially available before occupancy, the Project Sponsor and contractor shall install Tier 3 emergency generators. Prior to occupancy permit issuance, the Project Sponsor shall submit evidence to the City regarding the use of Tier 4 Final emergency generator, if commercially available, or Tier 3 emergency generators.

Impact AQ-3: Substantial Pollutant Concentrations - Toxic Air Contaminants (Health Risks from Diesel Particular Matter and Localized $PM_{2.5}$).

FINDING: Implementation of Mitigation Measures AQ-2.1, AQ-2.2, and AQ-2.6, which are hereby adopted and incorporated into the Project, would reduce the impacts related to substantial concentrations of toxic

air contaminant (specifically health risks from diesel particulate matter and localized $PM_{2.5}$) but not to a less-than-significant level. Although the City finds Mitigation Measures AQ-2.1, AQ-2.2, and AQ-2.6 feasible, there are no additional feasible mitigation measures or alternatives that will reduce this impact a less than significant level. Therefore, the City hereby determines that any impacts related to substantial pollutant concentrations of toxic air contaminants (specifically health risks from diesel particulate matter and localized $PM_{2.5}$) would be significant and unavoidable.

FACTS IN SUPPORT OF FINDING: The Project would expose sensitive receptors to substantial pollutant concentrations of toxic air contaminants, specifically diesel particulate matter and localized $PM_{2.5}$. The health risks to sensitive receptors and $PM_{2.5}$ concentrations would exceed BAAQMD thresholds. The cancer risk threshold exceedance for onsite receptors is due to future residential receptors being exposed to DPM during construction and then to DPM during operations from generator testing and vehicle traffic for nearly 30 years. The primary cause of the $PM_{2.5}$ exceedance is the operation of vehicles as they travel to and from the site and generate fugitive $PM_{2.5}$ from re-suspended road dust. Therefore, impacts related to DPM and localized $PM_{2.5}$ would be significant. Mitigation Measures AQ-2.1 and AQ-2.2 would reduce DPM and $PM_{2.5}$ concentrations by requiring clean diesel-powered or electric construction equipment and implementing BAAQMD basic construction mitigation measures, respectively. Mitigation Measure AQ-2.6 would reduce DPM and $PM_{2.5}$ concentrations through the use of Tier 4 emergency generators; however, because there is uncertainty regarding the availability of the generators, the analysis results reflect the use of Tier 3 emergency generators. In addition, because the Project would generate a relatively large number of daily vehicle trips, fugitive dust and exhaust emissions would result in a correspondingly large increase in $PM_{2.5}$ concentrations. There is no feasible mitigation to reduce $PM_{2.5}$ concentrations because of the nature of the emissions source (i.e., the large number of privately owned vehicles traveling on public roadways). The Project Sponsor has little control over this type of emissions source. Nonetheless, the Project would reduce the demand for motor vehicle travel by promoting transportation efficiency, implementing a TDM plan, and exploring alternative transit methods. Still, the health risks and $PM_{2.5}$ concentrations would exceed BAAQMD thresholds. There are no additional onsite mitigation measures that would reduce vehicle trips to and from the site. Thus, health risks and $PM_{2.5}$ concentrations would exceed BAAQMD thresholds after the incorporation of Mitigation Measures AQ-2.1, AQ-2.2, and AQ-2.6, and no further mitigation is available. Therefore, the Project would result in an impact that would be significant and unavoidable with mitigation with respect to health risks and $PM_{2.5}$.

Mitigation Measures: Implement Mitigation Measures AQ-2.1, AQ-2.2, described in Section B, and AQ-2.6.

Impact C-AQ-2: Cumulatively Considerable Net Increase in Criteria Pollutants.

FINDING: Implementation of Mitigation Measures AQ-2.1 through AQ-2.6, which are hereby adopted and incorporated into the Project, would reduce cumulative impacts related to a cumulatively considerable net increase in criteria pollutants but not to a less-than-significant level. Although the City finds Mitigation Measures AQ-2.1 through AQ-2.6 feasible, there are no additional feasible mitigation measures that will reduce this impact a less than significant level. Therefore, the City hereby determines that any cumulative impacts related to cumulatively considerable net increases in criteria pollutants during operation and concurrent construction and operation would be significant and unavoidable.

FACTS IN SUPPORT OF FINDING: BAAQMD's emissions thresholds represent the daily emissions that a project may generate before contributing to a cumulative impact on regional air quality. Therefore, exceedances of the BAAQMD project-level thresholds would be cumulatively considerable for project activities in the SFBAAB. The Project would exceed established BAAQMD regional construction and

operational mass thresholds, even with mitigation incorporated. Specifically, the Project's construction-generated NO_X emissions, as well as operational ROG, NO_X, PM_{10}, and $PM_{2.5}$ emissions, would exceed applicable BAAQMD emissions thresholds before mitigation. With implementation of Mitigation Measure AQ-2.1, which requires the use of clean diesel-powered or electric construction equipment, and Mitigation Measure AQ-2.2, which requires implementation of BAAQMD basic construction mitigation measures to reduce dust emissions, the Project's construction-generated emissions would not exceed applicable BAAQMD emissions thresholds. However, even with implementation of Mitigation Measures AQ-2.3 through 2.6, which require the use of coatings and cleaning supplies with low VOC content, zero-emission landscape equipment, and EPA Tier 4 Final stationary emergency generators, the Project's operational emissions of ROG, NO_X, PM_{10}, and $PM_{2.5}$, as well as construction and operational overlap emissions of ROG, NO_X, and PM_{10}, would exceed BAAQMD mass emissions thresholds. Moreover, the use of consumer products and generation of vehicle trips to and from the Project site would represent a large portion of the Project's operational ROG, NO_X, PM_{10}, and $PM_{2.5}$ emissions. There are no further mitigation strategies to reduce emissions from these activities. Because the Project would exceed regional thresholds, which are inherently cumulative, the Project, would result in a cumulatively considerable net increase in criteria pollutants for which the Project region is classified as a nonattainment area under an applicable federal or State ambient air quality standard, resulting in a cumulative impact that would be significant and unavoidable with mitigation.

Mitigation Measures: Implement Mitigation Measures AQ-2.1 through AQ-2.6.

Impact C-AQ-3: Cumulative Substantial Pollutant Concentrations.

FINDING: Implementation of Mitigation Measures AQ-2.1, AQ-2.2, and AQ-2.6, which are hereby adopted and incorporated into the Project, would reduce cumulative impacts related to substantial pollutant concentrations but not to a less-than-significant level. Although the City finds Mitigation Measures AQ-2.1, AQ-2.2, and AQ-2.6 feasible, there are no additional feasible mitigation measures that will reduce this impact a less than significant level. Therefore, the City hereby determines that any construction or operation impacts related to cumulative substantial pollutant concentrations (health risks and $PM_{2.5}$) remaining after implementation of Mitigation Measures AQ-2.1, AQ-2.2, and AQ-2.6 would be significant and unavoidable.

FACTS IN SUPPORT OF FINDING: The Project, in combination with other foreseeable development in the vicinity, would expose sensitive receptors to substantial pollutant concentrations (health risks and $PM_{2.5}$). Health risks associated with existing stationary, roadway, and railway sources in combination with the Project would exceed BAAQMD cumulative thresholds. Specifically, operational $PM_{2.5}$ concentrations, as well as construction and concurrent construction and operation, would exceed the BAAQMD $PM_{2.5}$ cumulative threshold for several types of receptors (i.e., residential, worker, recreational). No cumulative thresholds would be exceeded at any school receptors. In addition, no cancer or non-cancer risk cumulative thresholds would be exceeded at any receptors. Impacts related to cumulative substantial pollutant concentrations (health risks and $PM_{2.5}$) during construction and operation would be significant. Mitigation Measures AQ-2.1 and AQ-2.2 would reduce DPM and $PM_{2.5}$ concentrations by requiring clean diesel-powered or electric construction equipment and implementing BAAQMD basic construction mitigation measures, respectively. Mitigation Measure AQ-2.6 would reduce DPM and $PM_{2.5}$ concentrations through the use of Tier 4 emergency generators; however, because there is uncertainty regarding the availability of the generators, the analysis reflects the use of Tier 3 emergency generators. In addition, because the Project would generate a relatively large number of daily vehicle trips, the resulting fugitive dust and exhaust emissions from that vehicle travel would cause a correspondingly large increase in $PM_{2.5}$ concentrations. There is no feasible mitigation to reduce $PM_{2.5}$ concentrations because of the nature of the

emissions source (i.e., the large number of privately owned vehicles traveling on public roadways). The Project Sponsor has little control over this type of emissions source. Nonetheless, the Project would reduce demand for motor vehicle travel by promoting transportation efficiency, implementing a TDM plan, and exploring alternative transit methods. Still, the $PM_{2.5}$ concentrations resulting from Project operation, as well as construction and operational overlap, would exceed the BAAQMD $PM_{2.5}$ cumulative threshold, and there are no additional onsite mitigation measures to reduce the number of vehicle trips to and from the site. Thus, health risks and $PM_{2.5}$ concentrations would exceed BAAQMD thresholds after the incorporation of Mitigation Measures AQ-2.1, AQ-2.2, and AQ-2.6, and no further mitigation is available. Therefore, the cumulative effect of health risks associated with toxic air contaminants (TACs) emitted by the Project in combination with health risks associated with existing TAC sources would result in a cumulatively considerable local health risk at sensitive land uses. This impact would be significant and unavoidable with mitigation.

Mitigation Measures: Implement Mitigation Measures AQ-2.1, AQ-2.2, and AQ-2.6.

2. Noise

Impact NOI-1: Construction Noise (Daytime Offsite and Nighttime Offsite and Onsite).

FINDING: Implementation of Mitigation Measure NOI-1.1, which is hereby adopted and incorporated into the Project, would reduce impacts but not to a less-than-significant level. Although the City finds Mitigation Measure NOI-1.1 feasible, there are no additional feasible mitigation measures that will reduce this impact a less than significant level. Therefore, the City hereby determines that any impacts related to construction noise would be significant and unavoidable.

FACTS IN SUPPORT OF FINDING: During daytime hours, construction activities would temporarily elevate ambient noise levels. The pile-driving subphase would result in the loudest noise levels; therefore, those noise levels are used to evaluate the worst-case impacts that would occur. Other construction activities would also result in elevated noise levels. Although construction activities associated with the Project would not conflict with the City Code, because daytime construction noise is exempt, construction may increase noise at off-site sensitive receptors by more than 10 dB during some activities. Therefore, daytime construction noise could result in a substantial physical effect on the environment at offsite land uses, despite being exempt from regulation by City Code. Daytime construction noise impacts to off-site sensitive receptors would be considered significant. Nighttime construction outside the City's allowed construction hours is subject to the City's exterior noise limits. The Project would generate a substantial temporary increase in ambient noise levels in the vicinity of the Project due to construction activities during nighttime hours in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies. Impacts from nighttime construction noise would not be significant at the nearby Hilton Santa Clara because an increase of more than 10 dB over ambient noise would not occur and nighttime construction noise would most likely not exceed the City's exterior noise limits. However, estimated noise levels during nighttime construction would very likely exceed the City's exterior noise limits at onsite and offsite residential receptors. Therefore, construction noise impacts on onsite and offsite uses during nighttime hours would be significant.

Implementation of Mitigation Measure NOI-1.1 would reduce construction noise at offsite land uses as well as onsite land uses by incorporating practices to minimize noise. Mitigation Measure NOI-1.1 is informed by Mitigation Measure 4.14-3 in the *Integrated Final EIR for the City of Santa Clara 2010–2035 General Plan*, which states that property owners should develop construction noise control plans that consider available controls to reduce construction noise levels as much as practical. The precise locations of construction equipment cannot be known at this stage of Project development; therefore, it is not currently possible to indicate the specific timing and physical location requirements for implementing

this measure. The construction noise analysis uses a worst-case scenario analysis, which is simultaneous operation of the three loudest pieces of equipment. It would be speculative to attempt to predict the exact time and location where the worst-case scenario would occur and when the mitigation measure would be necessary. Implementation of this mitigation measure would require development of a noise reduction plan to determine the specific details and components needed to reduce noise. Noise controls may not reduce noise enough in all instances to prevent a noise increase of 10 dB or more relative to ambient noise levels or reduce nighttime construction noise to levels that would comply with City Code noise limits. Therefore, construction noise impacts would be significant and unavoidable with mitigation during daytime hours at off-site sensitive receptors and during nighttime hours at on-site sensitive receptors and off-site residential sensitive receptors.

Mitigation Measure NOI-1.1: Construction Noise Reduction Control Plan. The Project Sponsor and/or contractor(s) shall develop a construction noise control plan to reduce noise levels as much as possible and, to the extent feasible, comply with City Code noise limits, ensuring that a 10 dB increase over the ambient noise level will not occur at offsite and onsite noise-sensitive land uses, as defined by Policy 5.10.6-P6 from the General Plan.

For nighttime construction activities, the plan shall demonstrate that noise from construction activities will comply with the applicable City Code noise limits at the nearest offsite and onsite land uses and that a 10 dB increase over ambient noise levels will not occur at offsite or onsite noise-sensitive land uses. For daytime construction activities, which are exempt from the City Code limits, the plan shall demonstrate that a 10 dB increase over ambient noise levels will not occur. If the plan does not demonstrate these findings, it shall explain why compliance with such noise limits is not feasible and adopt all feasible measures to reduce noise impacts to the extent possible.

The construction noise control plan shall be approved by the City prior to the issuance of building permits for the portion of the Project at issue in the noise control plan to confirm the actual minimization strategies that will be implemented. Project construction shall comply with all identified measures in the noise control plan. In addition, because Project construction would not be limited to the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday or 9:00 a.m. to 6:00 p.m. on Saturdays, excluding holidays, the Project Sponsor shall obtain an exemption permit for all activities occurring outside of the exempt hours, per the City Code.

At a minimum, the following measures to reduce noise from construction activity shall be incorporated into the Construction Noise Control Plan:

- Use “quiet” models of air compressors and other stationary noise sources where technology exists;
- Equip all internal-combustion engines with mufflers that are in good condition and appropriate for the equipment;
- Locate all stationary noise-generating equipment, such as air compressors and portable power generators, as far away as possible from adjacent noise-sensitive land uses;
- Locate staging areas and construction material areas as far away as possible from adjacent noise-sensitive land uses;
- Prohibit all unnecessary idling of internal-combustion engines;
- Notify all adjacent land uses of the construction schedule in writing;
- Designate a “disturbance coordinator,” a person who will be responsible for responding to local complaints about construction noise. The disturbance coordinator will determine the cause of the

noise complaint (e.g., starting too early, bad muffler) and require reasonable measures to correct the problem to be implemented;

- Conspicuously post a telephone number for the disturbance coordinator at the construction site and include it in the notice sent to neighbors regarding the construction schedule; and
- Install noise-reducing soundwalls or fencing with sound blankets around noise-generating equipment, to the extent feasible.

During permit approval, the City may impose additional or alternative noise reduction control measures to further reduce noise levels as much as possible and, to the extent feasible, comply with City Code noise limits. Any such additional or alternative noise reduction measures required by the City shall also be incorporated into the Construction Noise Control Plan.

Impact NOI-3: Ground-borne Vibration and Noise Levels (Daytime Construction Onsite Uses and Offsite Commercial Uses).

FINDING: Implementation of Mitigation Measure NOI-3.1, which is hereby adopted and incorporated into the Project, would reduce impacts related to ground-borne vibration at offsite commercial and onsite uses from daytime construction but not to a less-than-significant level. Although the City finds Mitigation Measure NOI-3.1 feasible, there are no additional feasible mitigation measures that will reduce this impact a less than significant level. Therefore, the City hereby determines that any impacts related to ground-borne vibration and noise levels at offsite commercial and onsite uses from daytime construction would be significant and unavoidable.

FACTS IN SUPPORT OF FINDING: Construction of the Project would involve the use of construction equipment that could generate ground-borne vibration. Although commercial and office uses are not always considered sensitive to vibration, vibration-related annoyance impacts on the nearby commercial buildings (approximately 100 feet from the Project site) were evaluated. At a distance of 100 feet, an impact pile driver could produce a PPV of up to 0.190 in/sec. This level is above the identified strongly perceptible level. Therefore, annoyance-related vibration impacts from daytime construction activities on the nearby commercial buildings would be considered significant. In addition, during daytime construction activities, vibration-generating equipment may be operated approximately 100 feet from onsite residential buildings developed as part of the Project. Vibration from daytime construction activities, which could include the use of an impact pile driver, could exceed the strongly perceptible level at the nearest future onsite residences (100 feet from pile driving). Therefore, annoyance-related vibration impacts from daytime construction activities on future onsite residences would be significant. Implementation of Mitigation Measure NOI-3.1 would reduce vibration-related annoyance effects at sensitive uses by requiring implementation of vibration attenuation measures under the supervision of a qualified acoustical consultant. However, because pile drivers are considered more vibration intensive than typical equipment, it cannot be determined if vibration levels would be reduced to below the strongly perceptible threshold in all circumstances. Therefore, annoyance-related vibration impacts could be considered excessive, even with mitigation, during daytime hours. Therefore, vibration-related annoyance impacts at offsite commercial and onsite uses from daytime construction would be significant and unavoidable with mitigation.

<u>Mitigation Measure NOI-3.1: Pile Driving Vibration Reduction Plan.</u> The Project Sponsor and/or contractor(s) shall develop a construction Vibration Reduction Plan to reduce vibration levels to the extent feasible. This plan shall be approved by the City prior to the issuance of building permits to confirm the actual minimization strategies that will be implemented. To reduce vibration levels from pile driving, alternative pile installation methods, such as those indicated below, shall be implemented

under the supervision of a qualified acoustical consultant during the Project construction period. The goal of the measures shall be to achieve a PPV that is less than 0.10 in/sec., which is considered the strongly perceptible threshold.

The Project Sponsor shall require the construction contractor to limit pile-driving activity so that the PPV at offsite uses is less than 0.10 in/sec, to the extent feasible. Alternative pile installation methods that do not require impact or vibratory pile driving, such as auger cast pressure-grouted displacement piles, cast-in-drilled-hole piles, or sonic pile drivers, shall be utilized where feasible.

The Project Sponsor shall also ensure that the construction contractor appoints a coordinator who will serve as the point of contact for vibration-related complaints during Project construction. Contact information for the coordinator shall be posted at the Project site and on a publicly available Project website. The coordinator shall work with the construction team to adjust activities if complaints are received, to the extent feasible, or reschedule activities for a less sensitive time. The coordinator shall notify the City of all vibration-related complaints and actions taken to address the complaints.

Impact C-NOI-1: **Cumulative Construction Noise.**

FINDING: Implementation of Mitigation Measure NOI-1.1, which is hereby adopted and incorporated into the Project, would reduce impacts related to cumulative construction noise but not to a less-than-significant level. Although the City finds Mitigation Measure NOI-1.1 feasible, there are no additional feasible mitigation measures that will reduce this impact a less than significant level. Therefore, the City hereby determines that any impacts related to cumulative construction noise would be significant and unavoidable.

FACTS IN SUPPORT OF FINDING: The Project, in combination with other foreseeable development in the vicinity, would generate a substantial temporary increase in ambient noise levels due to construction activities in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies. Future or approved projects in proximity to the Project site could undergo construction concurrently with the Project, resulting in significant noise-level increases and an increased number of people exposed to construction noise. Construction noise from the Project and other cumulative projects could exceed the City's exterior noise limits at sensitive land uses or result in a 10 dB or greater increase over the ambient noise level. Therefore, cumulative construction noise impacts would be considered significant. Implementation of Mitigation Measure NOI-1.1 would reduce construction noise levels by incorporating practices to minimize noise and ensuring that Project construction activities would comply with the City Code provisions pertaining to construction noise. However, the noise controls may not reduce noise enough in all instances to prevent a noise increase of 10 dB or more relative to ambient noise levels or reduce nighttime construction noise to a level that would be in compliance with City Code noise limits. Although mitigation would be implemented for the Project to reduce construction noise impacts, project-level construction noise impacts for the Project were determined to be significant and unavoidable. Because Project construction noise could exceed the City's exterior noise limits at sensitive land uses or result in a 10 dB or greater increase over the ambient noise level, resulting in a significant impact on its own due to the inability to mitigate the impact to less than significant, the Project's contribution to this cumulative impact would be cumulatively considerable. The cumulative impact would occur at onsite receptor locations and the future residential uses at the site for the Patrick Henry Specific Plan. Thus, this cumulative impact would be significant and unavoidable with mitigation.

<u>Mitigation Measure:</u> Implement Mitigation Measure NOI-1.1.

Impact C-NOI-3: Cumulative Ground-borne Vibration and Noise Levels (Construction).

FINDING: Implementation of Mitigation Measure NOI-3.1, which is hereby adopted and incorporated into the Project, would reduce cumulative impacts related to ground-borne vibration during construction but not to a less-than-significant level. Although the City finds Mitigation Measure NOI-3.1 feasible, there are no additional feasible mitigation measures that will reduce this impact a less than significant level. Therefore, the City hereby determines that any impacts related to cumulative ground-borne vibration and noise levels during construction would be significant and unavoidable.

FACTS IN SUPPORT OF FINDING: The Project, in combination with other foreseeable development in the vicinity, would generate excessive ground-borne vibration or ground-borne noise levels. In general, vibration from multiple construction sites, even if they are close to one another, would not combine to raise the maximum PPV level at sensitive uses. For this reason, a significant cumulative impact from construction vibration from multiple construction projects near one another (or even adjacent to one another) would not occur. . However, the Patrick Henry Specific Plan would construct new residential units, which would result in vibration-sensitive land uses being located approximately 100 feet from the southern border on the Project site. Although there are currently no sensitive land uses in this area, the land uses and occupants would very likely be present during construction. At a distance of 100 feet, pile driving would generate vibration that would be above the level considered strongly perceptible. In addition, although no structural damage would occur, pile driving would generate substantial vibration, affecting future occupants on the site for the Patrick Henry Specific Plan. Mitigation Measure NOI-3.1 would be implemented to minimize this cumulative impact as well as the Project impact; however, it cannot be determined whether vibration levels would be reduced to a level below the strongly perceptible threshold in all circumstances. For this reason, cumulative vibration impacts from construction would be significant and unavoidable with mitigation.

Mitigation Measure: Implement Mitigation Measure NOI-3.1.

V. Findings Regarding Alternatives

CEQA requires the lead agency to consider a reasonable range of alternatives, "which would feasibly attain most of the" project objectives but "substantially lessen" or "avoid" significant environmental impacts that would otherwise occur (State CEQA Guidelines Sections 15126.6). The concept of "feasibility" encompasses the question of whether a particular alternative or mitigation measure promotes the underlying goals and objectives of a project (see *City of Del Mar, supra* , 133 Cal. App. 3d at 417; *Sierra Club v. County of Napa* [2004], 121 Cal. App. 4th 1490, 1506–1509 [court upholds CEQA findings rejecting alternatives in reliance on applicant's project objectives]; and *CNPS, supra*, 177 Cal. App. 4th at 1001 ["an alternative 'may be found infeasible on the ground it is inconsistent with the project objectives as long as the finding is supported by substantial evidence in the record'"]) (quoting Kostka & Zischke, *Practice Under the Cal. Environmental Quality Act* [Cont. Ed. Bar 2d ed. 2009] [*Kostka*], Section 17.30, p. 825); In re *Bay-Delta*, 43 Cal. 4th 1143, 1165-66 ("[i]n the CALFED program, feasibility is strongly linked to achievement of each of the primary project objectives;" "a lead agency may structure its EIR alternative analysis around a reasonable definition of underlying purpose and need not study alternatives that cannot achieve that basic goal"). Moreover, "'feasibility' under CEQA encompasses 'desirability' to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, legal, and technological factors" (*City of Del Mar*, *supra*, 133 Cal. App. 3d at p. 417; *CNPS*, *supra*, 177 Cal. App. 4th at p. 1001 ["an alternative that 'is impractical or undesirable from a policy standpoint' may be rejected as

infeasible"] [quoting *Kostka*, *supra*, Section 17.29, p. 824]; and *San Diego Citizenry Group v. County of San Diego* [2013]. 219 Cal. App. 4th 1, 17.)

A. Alternatives Considered and Rejected

The following alternatives were considered but rejected as infeasible during the scoping process:

- **Alternative Site Locations.** Other than the Project site, there are no comparable large areas of land within the city where the Project could be relocated so as to meet the Project's objectives. The Project site is uniquely located because it is in proximity to Levi's Stadium, the Santa Clara Convention Center, and Great America Amusement Park and well served by public transit. It is unlikely that relocating Project uses to a different site would avoid or substantially lessen any of the significant environmental impacts of the Project at its proposed location because the impacts associated with increased vehicle trips (e.g., air quality and GHG impacts) are likely to be similar anywhere in the Bay Area. Other sites could result in potentially more severe trip-related impacts if the sites are not in an areas that are well served by transit options like the Project site. Thus, an offsite alternative would be infeasible because it would not attain most of the basic Project objectives and would not substantially reduce the Project impacts. Therefore, because issues related to site suitability, economic viability, acquisition and control, and inconsistency with Project objectives, consideration of an alternative site for the Project has been rejected.

- **Proposed 2018 Project.** In 2018, the Project Sponsor proposed to construct a similar project on the Project site. In total, the Proposed 2018 Project would include up to 10.61 million gsf of uses. After extensive community outreach, the Project Sponsor voluntarily withdrew the Proposed 2018 Project as infeasible; therefore, this alternative has been rejected.

- **Alternative Development Scenario – Greater Reductions in Intensity.** Reductions greater than 30 percent in the development intensity of the Project were evaluated as an alternative and determined to be economically infeasible due to the baseline costs associated with developing the site, including land cost and infrastructure costs, as well as costs associated with providing the proposed community benefits. Therefore, alternatives with greater reductions in development intensity have been rejected.

- **Alternative Development Scenario – Residential and Open Space Only.** A Residential and Open Space Only Alternative (Residential-Only Alternative) would consist of development of residential and open space uses only on the Project site. Although the Residential-Only Alternative would reduce impacts related to commercial employees, this alternative would still require a similar amount of construction and, therefore, would not eliminate all of the significant and unavoidable impacts related to air quality and noise. In addition, the Residential-Only Alternative would not satisfy most of the basic Project objectives. Since the Residential-Only Alternative would not provide a variety of uses, the objective to reduce VMT through mixed-use development would not be met. This alternative would limit the site's economic potential and local and regional growth by not including a range of development, such as office and retail uses. The Residential-Only Alternative would be inconsistent with City policies related to mixed-use development, reduced transportation impacts, and commercial development. Therefore, because the Residential-Only Alternative would not significantly reduce potential impacts, would be inconsistent with existing zoning, and would not meet the majority of Project objectives, this alternative has been rejected.

B. Alternatives Studied in the EIR

Pursuant to the CEQA sections, Chapter 5 of the EIR identifies and evaluates the following alternatives to the Project:

- **No Project Alternative**: The No Project Alternative is provided in the EIR to compare the impacts of the Project with what would be reasonably expected to occur in the foreseeable future if the Project were not approved (State CEQA Guidelines Section 15126.6[e][1]). Under the No Project Alternative, no additional construction would occur at the Project site. The existing 142,050 gsf of light industrial buildings would be occupied with tenants permitted under the existing zoning. The onsite features associated with the buildings would also remain. The existing paved surface parking lot south of Democracy Way, with approximately 5,081 parking spaces, would continue to operate as it does currently (i.e., primarily temporary parking for events at Levi's Stadium, which uses 3,300 parking spaces; the rest of the parking spaces would continue to be used by Amazon as drivers' training grounds).

- **Code Compliant Alternative:** The Code Compliant Alternative, the second No Project Alternative, is based on what would be reasonably expected to occur in the foreseeable future if the Project were not approved and development continued to occur in accordance with the City's General Plan and Zoning Code consistent with available infrastructure and community services. Under the Code Complaint Alternative, the Project would be implemented subsequent to the City's Zoning Code update and would not include housing. After the City's Zoning Code update, the Project site would be designated as High-Intensity Office/R&D in the City's General Plan. This designation allows for "high-rise or campus-like developments for corporate headquarters, R&D, and supporting uses, with landscaped areas for employee activities." Permitted uses include offices and prototype R&D uses with a maximum floor area ratio (FAR) of 2.00. Therefore, the Project site could be developed with up to approximately 4.2 million gsf of office/R&D space. The City's Zoning Code currently designates the Project site as ML. However, with incorporation of the City's Zoning Code update, the Project site will be rezoned as High-Intensity Office/R&D (HO-RD).

- **Reduced Scale Alternative:** The Reduced Scale Alternative would reduce development on the Project site by 30 percent proportionately compared to the Project. This alternative would result in up to 3,440,000 gsf of new development, including approximately 1,260,000 gsf of residential uses (up to 1,260 units) and approximately 2,180,000 gsf of office/R&D space, along with neighborhood retail uses, facilities, and community space. In addition, the amount of publicly accessible open space and private open space would also be reduced by 30 percent, resulting in approximately 7 acres of public parkland, 4 acres of publicly accessible open space, and 7 acres of other private open space for residential and office uses. Likewise, the number of parking spaces included as part of this alternative would be reduced to 6,300 spaces.

- **Reduced Office/Increased Housing Alternative:** Under the Reduced Office/Increased Housing Alternative, the overall office square footage would be reduced and the overall number of housing units would increase. This would be accomplished by removing all 789,000 gsf of office/R&D space in Area C and replacing it with 800 multifamily housing units. The substation would be relocated to Area B. The retail uses, amenities, open space, and substation in Area C would all remain the same as under the Project. In addition, all other land use and development assumptions for Areas A, B, and D would remain the same as under the Project. Thus, the Reduced Office/Increased Housing Alternative would result in up to 4,913,000 gsf of new development, including up to 2,600 housing units, approximately 2,211,000 gsf of office/R&D space, approximately 100,000 gsf of

neighborhood retail uses, and approximately 10,000 gsf of childcare facilities, along with 3,000 gsf of community space.

- **Construction Sequence Alternatives:** The Construction Sequence Alternatives were developed to modify the order in which the four areas of the Project could be constructed. The Construction Sequence Alternatives include:
  - Simultaneous project construction,
  - No overlapping construction,
  - Residential uses constructed first, and
  - Residential uses constructed last.

  All other Project characteristics and assumptions would remain the same under each Construction Sequence Alternative as under the Project, including total development potential, types of land uses, parking, open space, access, and circulation.

C. Environmentally Superior Alternative

Public Resources Code Section 21002 requires lead agencies to adopt feasible mitigation measures or feasible alternatives to "avoid or substantially lessen" a project's significant adverse environmental effects, unless specific economic, social, or other conditions make such mitigation measures or alternatives infeasible. (See also CEQA Guidelines Sections 15091[a][3], [c] [requiring the lead agency to make findings identifying specific economic, legal, social, technological, or other consideratins that make adoption of identified alternatives infeasible]). CEQA also requires an environmentally superior alternative to be identified among the alternatives analyzed. In general, the environmentally superior alternative is the alternative that avoids or substantially lessens some or all of the significant and unavoidable impacts of a proposed project (State CEQA Guidelines Section 15126.6).

On the basis of comparing the extent to which the alternatives would reduce or avoid the significant impacts of the Project, the No Project Alternative would be the environmentally superior alternative. However, if the No Project Alternative is the environmentally superior alternative, CEQA requires the EIR to also specify which of the build alternatives would be environmentally superior (State CEQA Guidelines Section 15126.6[e][2]). The following factors may be used to eliminate alternatives from detailed consideration in an EIR: (1) failure to meet most of the basic Project objectives, (2) infeasibility, or (3) inability to avoid significant environmental impacts. These factors are considered in the selection of the environmentally superior alternative.

The Reduced Scale Alternative is the environmentally superior alternative because the alternative would have fewer construction and operational impacts than the other alternatives. The Reduced Scale Alternative would have less gross square footage for development (3.44 million gsf) compared to the other alternatives as well as the Project, which would reduce the construction effort and overall construction-period impacts related to air quality, GHG emissions, noise, and energy. Compared to the Project, the Reduced Scale Alternative would result in 30 percent fewer residential uses (approximately 2,709 new residents in 1,260 units) and 30 percent fewer employees (approximately 8,796 net new employees at the Project site but 1,615 fewer employees compared to the assumptions in the General Plan). Therefore, operational impacts related to residents and employees, such as the demand related to public services and utilities, the jobs/housing imbalance, and population growth, would also be reduced. Although gross square footage would be less, construction-period disturbance impacts associated with

cultural resources, tribal cultural resources, erosion, and water quality would most likely be similar to those of the other alternatives and the Project. The Reduced Scale Alternative would result in fewer daily trips compared to the other alternatives and the Project and thus lower overall operational air quality, GHG, and traffic noise impacts. There are no resource areas for which the Reduced Scale Alternative would have greater impacts than the other alternatives or the Project. However, the Reduced Scale Alternative would generally result in the same impact conclusions (i.e., less than significant, less than significant with mitigation, significant and unavoidable) as the Project. Most notably, although the significant and unavoidable impacts of the Project would be slightly less under this alternative, none of these impacts would be reduced to less than significant under the Reduced Scale Alternative.

The Reduced Scale Alternative would reduce air quality impacts related to operational criteria air pollutant emissions, exposure of sensitive receptors to CO hot-spots, and construction and operational TAC emissions compared to the Project. However, the impact conclusions of the Reduced Scale Alternative would remain the same as the Project, significant and unavoidable with mitigation for operational criteria air pollutant emissions and construction and operational TAC emissions, and less than significant for exposure of sensitive receptors to CO hot-spots. Because it would have fewer construction and operational impacts than the other alternatives, the Reduced Scale Alternative is the environmentally superior alternative.

The Reduced Scale Alternative would also meet the majority of the Project objectives but to a lesser extent than the Project because of a reduction in floor area. As detailed above, the Reduced Scale Alternative would reduce the proposed development at the Project site by 30 percent but would still include a variety of uses, including residential, office/R&D, neighborhood retail, childcare, and community uses. Therefore, similar to the Project, the Reduced Scale Alternative would meet the primary objective of supporting the City's planning efforts by converting an underutilized single-use site to a high-intensity mixed-use development with a range of building types. Because mixed-use buildings would be constructed, the objective of providing a mix of residential, commercial, retail, and community uses would be met, although to a lesser extent than under the Project. The Reduced Scale Alternative would also provide housing at a similar ratio. Therefore, Santa Clara's housing supply would be broadened, and the City's Affordable Housing Ordinance and Inclusionary Zoning requirements would be met. Since the Reduced Scale Alternative would develop the site with a variety of uses, this alternative would facilitate ridership of multimodal transportation, minimize vehicular infrastructure, and provide sufficient and flexible parking for current and future demands. The Reduced Scale Alternative would also support local, regional, and State mobility and GHG reduction objectives to reduce VMT and infrastructure costs through infill and mixed-use development in an existing urbanized and transit-rich area. Under the Reduced Scale Alternative, the Project site would be developed with public and private open spaces and interconnected pedestrian pathways, similar to the Project, but at a proportionately reduced amount. Therefore, this alternative would meet the objective of promoting an active pedestrian realm with public and private open spaces, with flexible programming, but to a lesser extent than the Project. Community benefits, including public open space, childcare facilities, community space, and upgraded utility infrastructure, would be provided but to a lesser extent than the Project. The Reduced Scale Alternative would generate additional tax revenue for the City but to a lesser extent than the Project. This alternative is likely to allow flexibility, based on market demand, because the Reduced Scale Alternative could be built out in any order to respond to the market. The alternative would also create permanent and construction-related jobs, although to a lesser extent due to the reduction in development. In addition, Democracy Way would be privatized under this alternative to allow this street to be more utilized than under existing conditions, and utility infrastructure would be upgraded.

In light of the land cost, upfront cost from utility and infrastructure relocation and excavation for underground parking, and the reduced amount of revenue-generating development, it is unlikely that the Reduced Scale Alternative would be economically feasible. The Reduced Scale Alternative would result in a 43% increase in the land, utility, and infrastructure costs that each square foot of revenue generating development must bear, which materially reduces the already-constrained feasibility of the Project. Therefore, the Reduced Scale Alternative would meet some but not all of the basic Project objectives—many to a lesser extent.

Therefore, although the Reduced Scale Alternative was initially determined to be *potentially* feasible (subject to further review as the CEQA process proceeded), the City has now determined that the Reduced Scale Alternative is not feasible for the following specific economic, social, environmental, technological, legal or other considerations:

- The Reduced Scale Alternative would generally result in the same impact conclusions (i.e., less than significant, less than significant with mitigation, significant and unavoidable) as the Project and the significant and unavoidable impacts of the Project would be slightly less under this alternative, but none of the significant and unavoidable impacts would be reduced to less than significant under the Reduced Scale Alternative.
- The Reduced Scale Alternative would not meet <u>all</u> of the Project objectives because although the alternative would provide a mix of uses, the reduction in scale would impact the Project's ability to meet the City's objective to "Develop a model for urban growth that maximizes the Project site's economic, cultural, and ecological potential."
- The Reduced Scale Alternative would reduce the amount of potential housing in the Project, which would not further important state or City housing policies, including the City's Housing Element Goals and Policies.
- Based on current and reasonably foreseeable market conditions, the Reduced Scale Alternative not economically feasible in light of the significant baseline costs associated with redeveloping the site, including land cost, infrastructure costs (e.g. vacation of Democracy Way and related utility relocations), the high cost of site excavation and underground parking), as well as the costs associated with meeting the City's development fees and exactions, and providing the additional proposed community benefits (e.g. public park dedication, substation land and development, childcare, and circulation improvements).

D. Other Alternatives

While the Reduced Scale Alternative would be the Environmentally Superior Alternative, the other alternatives have been rejected as environmentally superior for the following reasons.

- **No Project Alternative.** The No Project Alternative would result in either no impacts or less-than-significant impacts due to the limited amount of construction and operation that would occur at the Project site. However, the No Project Alternative would not meet the primary objective of supporting the City's planning efforts by converting an underutilized single-use site to a vibrant pedestrian-oriented high-intensity mixed-use development. The No Project Alternative would not promote the objective of supporting local, regional, and State mobility and GHG reduction objectives through infill development in transit-rich areas. None of the Project

objectives would be met and, therefore, the No Project Alternative would not be the Environmentally Superior Alternative.

- **Code Compliant Alternative.** The Code Compliant Alternative would result in several impacts that would be greater than the Project. Conflicts with adopted City land use plans and policies regarding the job/housing ratio and cumulative land use impacts would be significant and unavoidable under the Code Compliant Alternative, compared to no impact and less than significant under the Project and all other alternatives. Impacts related to operational criteria air pollutant emissions would also be significant and unavoidable under the Code Compliant Alternative, to a greater extent than the significant and unavoidable impacts under the Project and the other alternatives. In addition, impacts related to population growth and cumulative population and housing impacts would be significant and unavoidable under the Code Compliant Alternative, compared to less than significant under the Project and the other alternatives. Therefore, the Code Compliant Alternative would not be the Environmentally Superior Alternative.

- **Reduced Office/Increased Housing Alternative.** The Reduced Office/Increased Housing Alternative would generally result in the same impact conclusions (i.e., less than significant, less than significant with mitigation, significant and unavoidable) as the Project. The significant and unavoidable impacts of the Project would be slightly less under this alternative, but none of the significant and unavoidable impacts would be reduced to less than significant under the Reduced Office/Increased Housing Alternative. The Reduced Office/Increased Housing would reduce air quality impacts related to operational criteria air pollutant emissions, exposure of sensitive receptors to CO hot-spots, and construction and operational TAC emissions compared to the Project. However, the impact conclusions of the Reduced Office/Increased Housing Alternative would remain the same as the Project, significant and unavoidable with mitigation for operational criteria air pollutant emissions and construction and operational TAC emissions, and less than significant for exposure of sensitive receptors to CO hot-spots. Although Reduced Office/Increased Housing Alternative would have fewer construction and operational impacts than the Project, the Reduced Scale Alternative would result in slightly fewer impacts than this alternative. Therefore, the Reduced Office/Increased Housing Alternative would not be the Environmentally Superior Alternative.

- **Construction Sequence Alternatives.** In general, the Construction Sequence Alternatives would result in similar impacts as the Project. However, the No Overlapping Construction Alternative would result in fewer construction criteria air pollutant emissions than the Project, but would require the same mitigation measures to reduce these impacts to less than significant. The other three Construction Sequence Alternatives (Simultaneous Project Construction Alternative, Residential Uses Constructed First Alternative, and Residential Uses Constructed Last Alternative) would result in greater construction criteria air pollutant emissions than the Project. While impacts would be less than significant with mitigation under the Project, these three Construction Sequence Alternatives would result in significant and unavoidable construction criteria air pollutant emissions impacts. All Construction Sequence Alternatives would result in construction and operational TAC emissions that would be similar or less than the Project. Regardless, the alternatives would not reduce the impact conclusions compared to the Project, also resulting in significant and unavoidable impacts. In addition, the significant and unavoidable construction noise under the Project would be greater under the Residential Uses Constructed First Alternative. All other impacts under the Construction Sequence Alternatives would be

similar to the Project. Therefore, the Construction Sequence Alternatives would not be the Environmentally Superior Alternative.

VI. Findings Regarding Growth-Inducing Impacts of the Project

Under State CEQA Guidelines Section 15126.2(d) a project is growth inducing if it could "foster economic or population growth or the construction of additional housing, either directly or indirectly, in the surrounding environment."

Growth can be induced in a number of ways, including through the elimination of obstacles to growth; through the stimulation of economic activity within the region, including the generation of significant employment opportunities; or through precedent-setting action. CEQA requires a discussion of how a project could increase the population, employment, or housing in areas surrounding a project as well as an analysis of the infrastructure and planning changes that would be necessary to implement the project.

The Project's projected office-/R&D-related jobs (and 3 million gsf of office/R&D space) were accounted for in the General Plan and, thus, factored into Plan Bay Area 2040. However, the proposed 100,000 gsf for neighborhood retail uses, 10,000 gsf for childcare facilities, and up to 1,800 new multifamily residential units were not accounted for in the General Plan or Plan Bay Area 2040. The Project's 1,800 residential units are also not accounted for in the General Plan Housing Element; the additional units would further offset demand for new housing in the city and region. It is not anticipated that the Project would induce further growth in the city or region that is not accounted for in the General Plan and/or Plan Bay Area.

An electric substation is proposed onsite to meet the anticipated energy demand of the Project. The substation would be located on the east side of the Project site. The substation is currently proposed to serve the Project site only, although it could include the capacity needed to serve adjacent planned developments as well if desired. If additional capacity were included, it could facilitate development in the immediate area; however, this growth would be in line with what is anticipated under the General Plan and Plan Bay Area. The additional capacity would have the potential to influence developers with respect to where they choose to develop, without affecting the overall amount of development within the city.

The Project is an infill development within an already-developed area of the city, and the employment growth under the Project is largely accounted for in the General Plan as well as regional growth plans, such as Association of Bay Area Governments (ABAG) projections. The Project would increase the supply of housing in the city by providing 1,800 new housing units. Although the Project would generate 544 employees beyond what was assumed for the site under the General Plan, the indirect regional housing demand generated by these additional employees would constitute approximately 0.07 percent of household growth expected in the Bay Area between 2025 and 2040, which is minimal. Because the Project would construct housing, anticipated housing demand in the city could be accommodated in the city, and the level on unanticipated housing demand in the region would be small. The Project, therefore, is not anticipated to induce further growth beyond than anticipated in the General Plan or Plan Bay Area.

VII. Findings Regarding Recirculation of the Draft EIR

The City Council adopts the following findings with respect to whether to recirculate the Draft EIR. Under Section 15088.5 of the State CEQA Guidelines, recirculation of an EIR is required "when significant new information is added to the EIR after public notice is given of the availability of the draft EIR for public review" but prior to certification of the Final EIR. The term "information" can include changes in the

project or environmental setting as well as additional data or other information. (State Guidelines Section 15088.5.) New information added to an EIR is not "significant" unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect (including a feasible project alternative) that the project's proponents have declined to implement." (State CEQA Guidelines § 15088.5(a).) "'Significant new information' requiring recirculation includes, for example, a disclosure showing that:

(1) A new significant environmental impact would result from a project or from a new mitigation measure proposed to be implemented.

(2) A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.

(3) A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the project, but the project's proponents decline to adopt it.

(4) The Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded." (State CEQA Guidelines, Section 15088.5).

"Recirculation is not required where the new information added to the EIR merely clarifies or amplifies or makes insignificant modifications in an adequate EIR." State CEQA Guidelines § 15088.5(b). The above standard is "not intend[ed] to promote endless rounds of revision and recirculation of EIRs" (*Laurel Heights Improvement Assn. v. Regents of the University of California* [1993], 6 Cal. 4th 1112, 1132). "Recirculation was intended to be an exception, rather than the general rule" (*Ibid.*).

The City Council recognizes that the Final EIR contains additions, clarifications, modifications, and other changes to the Draft EIR. Some comments on the Draft EIR either expressly or impliedly sought changes to proposed mitigation measures identified in the Draft EIR as well as additional mitigation measures. As explained in the Final EIR (Responses to Comments), some suggestions were not appropriate or feasible. Where changes have been made to mitigation measures, these changes do not change the significance of any conclusions presented in the Draft EIR.

CEQA case law emphasizes that "[t]he CEQA reporting process is not designed to freeze the ultimate proposal in the precise mold of the initial project; indeed, new and unforeseen insights may emerge during investigation, evoking revision of the original proposal" (*Kings County Farm Bureau v. City of Hanford* [1990] 221 Cal. App. 3d 692, 736–737; see also *River Valley Preservation Project v. Metropolitan Transit Development Bd.* [1995] 37 Cal. App. 4th 154, 168, fn. 11). As the court stated in *Concerned Citizens of Costa Mesa, Inc. v. 33rd Dist. Agricultural Assn.*:

CEQA compels an interactive process of assessment of environmental impacts and responsive project modification which must be genuine. It must be open to the public, premised upon a full and meaningful disclosure of the scope, purposes, and effect of a consistently described project, with flexibility to respond to unforeseen insights that emerge from the process. In short, a project must be open for public discussion and subject to agency modification during the CEQA process ([1986] 42 Cal. 3d 929, 936 [internal citations omitted]). Here, the changes made to the Draft EIR in the Final EIR are exactly the kind of revisions that the case law recognizes as legitimate and proper.

The City Council finds that none of the revisions to the Draft EIR made by, or the discussion included in, the Final EIR involves "significant new information" that would trigger recirculation because the changes would not result in any new significant environmental effects, a substantial increase in the severity of

previously identified significant effects, or feasible project alternatives that would clearly lessen the environmental effects of the Project. Similarly, no documentation produced by, or submitted to, the City and relied on by the City after publication of the Final EIR, including, but not limited to, public comments, identifies any new significant effect, substantial increase in the severity of any environmental effect, or feasible project alternatives that would clearly lessen the environmental effects of the Project. All Project modifications or amendments to the EIR were either environmentally benign or environmentally neutral, and all additional documentation relied on by the City merely clarifies or amplifies conclusions in the EIR and thus represents the kinds of common changes that occur and supplemental information that is received during the environmental review process as it works toward its conclusion. Under such circumstances, the City Council hereby finds that recirculation of the EIR is not required.

VIII. Section 21082.1(c)(3) Findings

Pursuant to Public Resources Code Section 21082.1(c)(3), the City Council hereby finds that the Final EIR reflects the independent judgment of the lead agency.

IX. Statement of Overriding Considerations

Where a proposed project may result in significant impacts on the environment, and it is infeasible to reduce impacts to less-than-significant levels through project alternatives or mitigation measures, CEQA allows a public agency to approve the project only if the benefits of the project outweigh the unavoidable adverse environmental effects. CEQA Section 21081(b); State CEQA Guidelines Section 15093.

Section 15093 of the State CEQA Guidelines provides the following:

> CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits, including region-wide and statewide environmental benefits, of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable."

As discussed in detail in the EIR and summarized in Section IV, above, the Project would result in four significant unavoidable impacts related to air quality and noise, despite the City adopting and incorporating mitigation into the Project. Specifically, the Project would have significant and unavoidable impacts related to the following:

- Cumulatively Considerable Net Increase in Criteria Pollutants (project-level and cumulative)
- Substantial Pollutant Concentrations (project-level and cumulative)
- Construction Noise (project-level and cumulative)
- Ground-borne Vibration and Noise Levels (project-level and cumulative)

The City identified a potentially feasible alternative (the Reduced Scale Alternative) that would result in the reduction of some of the Project's impacts. The Reduced Scale Alternative would have less gross square footage for development (3.44 million gsf) compared to the other alternatives as well as the Project, which would reduce the construction effort and overall construction-period impacts related to air quality, GHG emissions, noise, and energy. Compared to the Project, the Reduced Scale

Alternative would result in 30 percent fewer residential uses (approximately 2,709 new residents in 1,260 units) and 30 percent fewer employees (approximately 8,796 net new employees at the Project site but 1,615 fewer employees compared to the assumptions in the General Plan). Therefore, operational impacts related to residents and employees, such as the demand related to public services and utilities, the jobs/housing imbalance, and population growth, would also be reduced. Although gross square footage would be less, construction-period disturbance impacts associated with cultural resources, tribal cultural resources, erosion, and water quality would most likely be similar to those of the other alternatives and the Project. The Reduced Scale Alternative would result in fewer daily trips compared to the other alternatives and the Project and thus lower overall operational air quality, GHG, and traffic noise impacts. There are no resource areas for which the Reduced Scale Alternative would have greater impacts than the other alternatives or the Project. However, the Reduced Scale Alternative would generally result in the same impact conclusions (i.e., less than significant, less than significant with mitigation, significant and unavoidable) as the Project. Most notably, although the significant and unavoidable impacts of the Project would be slightly less under this alternative, none of these impacts would be reduced to less than significant under the Reduced Scale Alternative.

Specifically, the Reduced Scale Alternative would reduce air quality impacts related to operational criteria air pollutant emissions, exposure of sensitive receptors to carbon monoxide (CO) hot-spots, construction and operational TAC emissions, and cumulative health risks, compared to the Project. However, the impact conclusions of the Reduced Scale Alternative would remain the same as the Project, significant and unavoidable with mitigation for operational criteria air pollutant emissions and construction and operational TAC emissions, and less than significant for exposure of sensitive receptors to CO hot-spots. In addition, the Reduced Scale Alternative would result in similar significant and unavoidable cumulative criteria pollutant impacts as the Project. The Reduced Scale Alternative would also result in similar significant and unavoidable noise impacts as the Project related to construction noise, ground-borne vibration and noise levels, and cumulative construction noise and cumulative vibration effects. Therefore, although impacts would be slightly reduced or similar to the Project, the impact conclusions under the Reduced Scale Alternative would remain the same.

Furthermore, although the Reduced Scale Alternative was initially determined to be *potentially* feasible (subject to further review as the CEQA process proceeded), the City has now determined that the Reduced Scale Alternative is not feasible for the specific economic, social, environmental, technological, legal or other considerations set forth in Section V, above. Under CEQA, "the decision-makers may reject as infeasible alternatives that were identified in the EIR as potentially feasible" (*San Diego Citizenry Group v. County of San Diego* [2013], 219 Cal. App. 4th 1, 18).

The City certifies that it has considered the information on alternatives provided in the EIR and in the record and finds that, as described in the EIR, and for the reasons identified in Section V, above, there are no feasible alternatives that would avoid all of the above-listed significant and unavoidable impacts.

A. Overriding Considerations

The City finds that, notwithstanding the disclosure of the above significant unavoidable impacts, there are specific overriding economic, social, technological, and other reasons for approving the Project. Those reasons are as follows:

- The City finds that each of the specific economic, legal, social, technological, environmental, and other considerations, as well as the benefits of the Project separately and

independently, outweighs the remaining significant adverse impacts that are unavoidable or not mitigated to below a level of significance after mitigation and is an overriding consideration independently warranting approval.

The remaining significant adverse impacts that are unavoidable or not mitigated to below a level of significance after mitigation identified above are acceptable in light of each of the benefits of the Project, as identified below. These benefits and considerations are based on the facts set forth in the Findings, the Final EIR (including, without limitation, the response to comments and appendices and attachments thereto), and the record of the proceedings for the Project. The City finds that substantial evidence in the record supports the determination made in this Statement of Overriding Considerations, that the facts stated are supported by substantial evidence in the record, including comments received at the Planning Commission and City Council hearings, the staff reports and presentations, and all materials in the project files. To the extent that other evidence was presented that is contrary to the determinations made in this Statement of Overriding Considerations or in the Findings, such evidence was considered, weighed, and determined to be insufficient in weight or credibility to detract from the determinations made herein or in the Findings such that the City reached these determinations after due consideration of all evidence presented to it. Each of these benefits and considerations is a separate and independent basis that justifies approval of the Project, so that if a court were to set aside the determination that any particular benefit or consideration will occur and justifies project approval, the City determines that it would stand by its determination that the remaining benefit(s) or consideration(s) is or are sufficient to warrant project approval.

Facts in Support of Statement of Overriding Considerations

Each benefit set forth below constitutes an overriding consideration warranting approval of the Project, independent of the other benefits, and the City determines that the adverse environmental impacts of the Project are "acceptable" if any one of these benefits will be realized. The Project will provide benefits to the City of Santa Clara as follows:

1. Provides Economic Benefits and Jobs to the City of Santa Clara.

The Project would develop a model for urban growth that maximizes the Project site's economic, cultural, and ecological potential; generates tax revenue for the City; and creates permanent and construction-related jobs. At buildout, the Project is expected to annually generate revenue to the City's General Fund from property taxes, sales and use taxes, franchise fees, permits and licenses, document transfer taxes, business license taxes, and other governmental revenues that more than offset the annual cost of re-occurring public services to the Project, representing an estimated annual net benefit to the General Fund of more than $4 million.[15]

Additionally, the Project is estimated to create permanent onsite jobs, related to the development of up to 3 million gross square feet ("gsf") of office/research and development space, 100,000 gsf of neighborhood retail space, and supportive jobs related to the operation and management of the up to 1,800 residential units. The Project is also expected to create approximately 400 onsite construction worker jobs, with many construction jobs extending over the project buildout period. The Development Agreement for the Project obligates persons and entities providing materials to be used in connection with the construction and development of the Project to designate the Property as the place of use of materials used in the construction of the Project and the place of sale of all fixtures installed in and/or furnished in order to

[15] Keyser Marston Associates. 2024. *Memorandum: Mission Point Project*, *Fiscal Impact Analysis Peer Review* ("KMA Applicant FIA Peer Review Memorandum"). September 18, 2024, at 2.

have the local portion of the sales and use tax distributed directly to the City instead of through the county-wide pool. This designation will result in significant additional revenue to the City generated throughout the Project's buildout with an estimated value of up to $10 million.[16]

2. Accommodates Regional Housing Needs

Over its projected buildout period, the Project proposes to construct up to 1,800 new dwelling units. The Project will provide fifteen percent (15%) of the residential units constructed as deed restricted affordable units with a maximum average Area Median Income ("AMI") of eighty percent (80%) to be maintained as the Project builds out (i.e. by sub-phase). The maximum rental qualifying income level is one hundred percent (100%) AMI and the maximum for-sale qualifying income level is one hundred twenty percent (120%) AMI. The Project's affordability will provide a deeper level of affordability than the City's inclusionary housing ordinance requires, which provides for a maximum average AMI of 100% for rental and ownership projects.[17] The Project will meet all requirements of the City's existing affordable housing ordinance with respect to general requirements for affordable units.[18] In addition to providing affordable housing and meeting the City's inclusionary and affordable housing fee requirements, which is valued at approximately $104 million, the Project's increased affordability is valued at up to $46 million.[19]

The Project would broaden the housing supply and business opportunities in North Santa Clara through development of a human-centric, interconnected urban neighborhood that provides a diverse and complementary mix of residential, commercial, retail, and community space. The City's Housing Element states that 11,632 new housing units are needed to meet the City's Regional Housing Needs Allocation ("RHNA") between 2023 and 2031.[20] The Project's addition of residential to an area that currently does not allow housing will help meet the City's RHNA and projected future housing needs. The Project proposes to convert an underutilized, single-use 48.6-acre site into a pedestrian-oriented, high-intensity and very high-density mixed-use development that is sustainable and inclusive by design, with a range of building types, enriching connections between people, places, and open space. The proposed housing would be accommodated onsite by developing the up to 3 million gsf of office/research and development uses that have already been assumed in the City's General Plan and RHNA assumptions on a smaller portion of the property, providing for multifamily housing (including affordable housing) that is unaccounted for in the City's Housing Element and RHNA, public and private parks and open space, neighborhood-serving services and retail, and community amenity space.

3. Enhances Public Access, Multimodal Transportation, and Recreational Opportunities.

The Project would promote and support local, regional, and state mobility and greenhouse gas emissions reduction objectives to reduce vehicle miles traveled ("VMT") through infill and mixed-use development in an existing urbanized and transit-rich area. Ridership of multimodal transportation would be facilitated through the Project's minimization of vehicular infrastructure, implementation of a transportation demand management plan, and promotion of an active pedestrian realm, while providing efficient access to sufficient and flexible parking that meets current and future demand. In addition, it is anticipated that

[16] Keyser Marston Associates. 2024. *Memorandum: Mission Point Project Community Benefits Valuation* ("KMA Community Benefits Memorandum"). September 19, 2024.
[17] City of Santa Clara Municipal Code ("SCMC") §§ 17.40.080(a), 17.40.090.
[18] SCMC § 17.40.050.
[19] KMA Community Benefits Memorandum, at 5, 14.
[20] City of Santa Clara, 2023-2031 Housing Element, (adopted May 7, 2024), at 13.4-27, https://www.santaclaraca.gov/home/showpublisheddocument/84098/638531119242400000.

onsite construction workers would most likely be drawn from the existing and future labor market in the city and county, limiting VMT as well as impacts to city services from the Project's construction workforce as the workers are included within the service population.

The Project's new public parkland and new multi-use trail would provide recreational and pedestrian oriented connectivity in an area planned for increased residential use that currently has little local public or private parkland. Because the Project site is zoned for commercial use, which does not include a requirement for parkland, the Project's proposed multi-use trail and public parkland would facilitate regional recreational connectivity that would otherwise not be provided. The Project would provide abundant and varied onsite recreational amenities, including continuous access to at-grade, podium-level, and rooftop public and private open space with flexible programming in accordance with the City's park ordinance. The Project has committed to maintain the public parkland and multi-use trail for 40 years, which is valued at up to $10.6 million.[21]

4. Promotes Community, Public Art and Education.

The Project includes childcare facilities valued at $1 million, a grocery store providing an estimated $6 million in community benefit, and up to $5 million of outward-facing arts and cultural programming or feature(s) within the public realm, with features located within parks and/or on private property visible to the public.[22] Examples of arts programming include sculpture, murals and art designed for screening, performing arts programming, exhibition or performance spaces, and functional art such as benches and bike racks. Programming of the funds is subject to review and approval by the Santa Clara Cultural Commission. The Project has also committed to provide up to $3 million toward improvements at the Mission College and Great America intersection.[23] An additional maximum payment of $3.5 million would be provided to the City for the purchase of a fire engine and a tractor drawn areal apparatus.[24] All together the Project would provide up to $88.7 million in community benefits, including the increased affordable housing plan and parkland maintenance agreement described in sections 2 and 3 above and the benefits described in this section.[25] In addition to these community benefits, residential units onsite would generate an approximately $12.4 million annual net fiscal benefit to the Santa Clara Unified School District, promoting educational services within the community.[26]

5. Provides Sustainable Infrastructure and Energy Improvements.

Compared to a lower-density project, the proposed density at the Project site would serve to reduce the physical footprint required for the same number of people to live, socialize, and work, thereby decreasing the land, water, and energy required per capita. By mixing residential, commercial, retail, and childcare, the Project would provide centralized amenities to reduce the time, distance, and environmental impacts associated with traveling to offsite locations. In addition, the Project site is adjacent to current and future transit lines and bicycle corridors, which are connected to the surrounding community, facilitating multimodal transportation. The Project would convert much of the current hardscape into open spaces, urban nature areas, recreation fields, gardens, plazas, and streetscapes that promote stormwater management and habitat restoration and use recycled water for irrigation and landscaping.

[21] KMA Community Benefits Memorandum, at 2, 6.
[22] *Id.*, at 2, 4, 9.
[23] KMA Community Benefits Memorandum, at 2-3.
[24] *Id.* at 2.
[25] *Id.*, at 2.
[26] KMA Applicant FIA Peer Review Memorandum, at 2.

In addition to an estimated total of $6.9 million in transportation impact fees, the Project will contribute a total sum of up to $6,467,159 in fair share traffic fees payable to the City for the Project's contributions to certain intersection improvements.[27] These improvements include upgrades to bicycle lanes and walkways for increased pedestrian connectivity. Development of the Project will entail vacation of Democracy Way with attendant sewer, stormwater, and power system upgrades, as well as sea level rise resiliency.

The Project's energy-efficient building design would utilize best-practice building designs, renewable energy procurement, and strategies for reducing energy use and carbon emissions, including parking spaces that are Level 2 Ready or capable, as well as onsite renewable energy generation with the use of rooftop solar panels. Water consumption onsite would be reduced through utilization of low-flow and low-flush plumbing fixtures and accessible water data (at the building or floor level) to inform occupants of water use. Landscaping would include native and drought-resistant plants, and tree canopies at parks, plazas, and along the trail.

On balance, the City finds that there are specific considerations associated with the Project that serve to override and outweigh the Project's significant unavoidable environmental impacts. Therefore, the significant unavoidable environmental impacts associated with the Project are considered acceptable pursuant to CEQA Section 21081(b) and State CEQA Guidelines Section 15093.

As the CEQA lead agency for the proposed action, the City has reviewed the Project description and the EIR and fully understands the Project. Based on the entire record before the City, and having considered the unavoidable adverse impacts of the Project, the City hereby determines that all feasible mitigation has been adopted to reduce the potentially significant impacts identified in the EIR and that no additional feasible mitigation is available to further reduce significant impacts. The City finds that economic, social, technological, and other considerations of the Project outweigh the unavoidable adverse impacts described above. Furthermore, the City finds that each of the separate benefits of the Project is hereby determined to be, in itself and independent of the other Project benefits, a basis for overriding all unavoidable environmental impacts identified in the EIR and in these findings. In making this finding, the City has balanced the benefits of the Project against its unavoidable environmental impacts and has found those impacts to be acceptable.

[27] KMA Community Benefits Memorandum, at 11, 16.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA TO APPROVE AND CERTIFY A FINAL ENVIRONMENTAL IMPACT REPORT, TO ADOPT CEQA FINDINGS AND A STATEMENT OF OVERRIDING CONSIDERATIONS WITH RESPECT THERETO, AND TO ADOPT A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE MISSION POINT PROJECT, "OPTION B"

SCH No.: 2018072068
Mission Point Project Environmental Impact Report

WHEREAS, on October 17, 2017, Kylli, Inc., through its wholly owned subsidiary Innovation commons Owner, LLC ("Owner") made an application for a General Plan Amendment in connection with the redevelopment of a 48.6-acre site generally bounded by Tasman Drive, Patrick Henry Drive, Old Ironsides Drive, and the SFPUC Hetchy Hetchy Right of Way (APNs: 104-04-150, 104-04-142, 104-04-143, 104-04-151, 104-04-112, 104-04-113, 104-04-065, 104-04-111, 104-04-064), which is currently developed with four light industrial buildings and a parking lot ("Project Site");

WHEREAS, the Project approvals will include a General Plan Amendment to change the General Plan land use designation from High-Intensity Office/Research & Development to the newly created designations of Urban Center Mixed Use and Urban Center Mission Point; a Rezoning of the Project Site from High-Intensity Office/Research and Development ("HO-RD") to Planned Development ("PD"); a Vesting Tentative Subdivision Map to subdivide the property into five lots, with up to three parcels for future parkland dedication and potential residential and commercial condominium purposes and to vacate Democracy Way; and a Development Agreement (collectively, the "Project");

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA"), and the regulations implementing the Act, specifically 14 Cal. Code of Regs § 15081, this Project was determined after an Initial Study to identify potentially significant effects on the environment, resulting in the preparation of an Environmental Impact Report ("EIR") and Mitigation Monitoring and Reporting Program ("MMRP");

WHEREAS, in addition to the Project, the EIR studied the Reduced Office/Increased Housing Alternative, which assumed the development of 800 multi-family housing units in Area C (for a total of up to 2,600 housing units for the entire Project) instead of approximately 789,000 gsf of office/R&D space, but otherwise maintained all other land use and developments assumptions of the Project;

WHEREAS, the Revised Project is a mixed-use commercial/residential development project with the same overall size as the Project and on the same Project Site, where the only changes involve the composition and ratio of residential to commercial uses;

WHEREAS, the Reduced Office/Increased Housing Alternative analyzed in the EIR and presented for public input has the same footprint, and is very similar in scope and use to the Revised Project;

WHEREAS, the FEIR includes Attachment 3 – Impacts of Option B, which analyzed the Revised Project and determined the Revised Project is essentially the same as the Reduced Office/Increased Housing Alternative analyzed in detail in the EIR and that the Revised Project would result in impacts that are the same as or similar to those of the Project, some Air Quality and Population and Housing impacts would be less than those caused by the Project, and no impacts would be greater than the Project and therefore the impacts of the Revised Project are fully within the scope of the analysis in the Final EIR and the Revised Project does not result in a new significant environmental impact nor a substantial increase in the severity of an environmental impact already disclosed in the EIR;

WHEREAS, the City distributed a Notice of Preparation of a Draft Environmental Impact Report ("DEIR") for the Project on July 27, 2018 and a revised version on October 1, 2018 and April 18, 2022, and in each instance, the City posted the Notice of Preparation at the Santa Clara County Clerk's office, soliciting guidance on the scope and content of the environmental information to be included in the DEIR; and

WHEREAS, in conformance with CEQA, the EIR was noticed and circulated for a 45-day public review period to the State Office of Planning and Research, Santa Clara County Clerk's Office,

interested parties, and property owners within one quarter mile of the Project Site from November 17, 2023 to January 2, 2024 ("Comment Period"), where during that period comment letters were received from Caltrans, the California Department of Toxic Substances Control, Santa Clara Unified School District, Santa Clara Valley Water District, City of San Jose Airport Planning and Development, San Francisco Public Utilities Commission, Santa Clara Valley Transportation Authority, and a law firm representing Silicon Valley Residents for Responsible Development;

WHEREAS, the City prepared written responses to the comments received during the Comment Period and included those responses in a Final Environmental Impact Report ("FEIR"). The FEIR consists of a list of agencies and organizations to whom the DEIR was sent, a list of the comment letters received on the DEIR, revisions to the text of the DEIR, responses to comments received on the DEIR, and copies of comment letters. The FEIR was distributed for a 10-day review period beginning on March 13, 2024;

WHEREAS, the EIR identified certain significant and potentially significant adverse effects on the environment that would be caused by the Project (and the Revised Project) as proposed;

WHEREAS, the EIR outlined various mitigation measures that would substantially lessen or avoid the Revised Project's significant effects on the environment, as well as alternatives to the Revised Project as proposed that would provide some environmental advantages;

WHEREAS, the City is required, pursuant to the California Environmental Quality Act ("CEQA") (Public Resources Code § 21000 et seq.), to adopt all feasible mitigation measures or feasible project alternatives that can substantially lessen or avoid any significant environmental effects of the Project;

WHEREAS, Public Resources Code Section 21081, subdivision (a) requires a lead agency, before approving a project for which an EIR has been prepared and certified, to adopt findings specifying whether mitigation measures and, in some instances, alternatives discussed in the EIR, have been adopted or rejected as infeasible;

WHEREAS, the "CEQA Findings" attached to this Resolution is a set of Findings of Fact and a

Statement of Overriding Considerations prepared in order to satisfy the requirements of Public Resources Code Section 21081, subdivision (a);

WHEREAS, the City Council has determined the No Project alternative and the Reduced Density alternative, which is the environmentally superior alternative, would not sufficiently satisfy the Project Objectives and that other alternatives in the EIR are not environmentally superior alternatives. The details supporting these determinations are set forth in the CEQA Findings;

WHEREAS, in taking this course, the City Council has acted consistent with the CEQA mandate to look to project mitigations and/or alternatives as a means of substantially lessening or avoiding the environmental effects of projects as proposed;

WHEREAS, many of the significant and potentially significant environmental effects associated with the Revised Project can either be substantially lessened or avoided through the inclusion of mitigation measures specified in the EIR and the MMRP;

WHEREAS, the City Council, in reviewing the Revised Project, intends to adopt all mitigation measures set forth in the EIR;

WHEREAS, on November 6, 2024, the Planning Commission conducted a duly noticed public hearing to consider the EIR, CEQA Findings, Statement of Overriding Considerations, and MMRP, at the conclusion of which, the Planning Commission voted to recommend approval to the City Council;

WHEREAS, notice of the November 19, 2024 public hearing on the EIR was published in the ***Santa Clara Weekly***, a newspaper of general circulation for the City, on November 6, 2024;

WHEREAS, on November 7, 2024, notices of the November 19, 2024 public hearing to consider the EIR mailed to all property owners within one quarter mile of the property, according to the most recent Assessor's roll, and to all local agencies expected to provide essential facilities or services to the Project;

WHEREAS, on November 19, 2024, the City Council held a public hearing, at which time all interested persons were given an opportunity to provide testimony and the Council considered the

information presented in the Staff Report, and all verbal and written evidence.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. That the City Council hereby finds the EIR has been presented to the Council, which reviewed and considered the information and analysis contained therein before making its determination, and that the EIR reflects the Council's independent judgment and analysis.

3. That the City Council hereby finds that the EIR is complete and prepared in compliance with CEQA.

4. That the City Council hereby finds that many of the potentially significant environmental impacts that could directly or indirectly result from the Revised Project would be reduced to a less-than-significant level by the mitigation measures specified in the EIR and MMRP.

5. That the City Council hereby finds, pursuant to Public Resources Code Section 21081 and CEQA Guidelines Section 15091, that the proposed mitigation measures described in the EIR are feasible, and therefore will become binding upon the City and affected landowners and their assigns or successors in interest as conditions of approval when the Revised Project is approved.

6. That the City Council hereby finds that none of the Project Alternatives set forth in the EIR would both be feasible and substantially lessen or avoid those significant adverse environmental effects not otherwise lessened or avoided by the adoption of all feasible mitigation measures.

7. That the City Council hereby finds that the EIR set forth program and cumulative environmental impacts that are significant and unavoidable that cannot be mitigated or avoided through the adoption of feasible mitigation measures or feasible alternatives. As to these impacts, the Council finds that there exist certain overriding economic, social and other considerations for approving the Project that justify the occurrence of those impacts, as detailed in the "CEQA Findings & Statement of Overriding Considerations" attached hereto.

8. That, in order to comply with Public Resources Code Section 21081.6, the City Council

adopts the Mitigation Monitoring and Reporting Program as set forth in the attached MMRP. The MMRP is designed to ensure that, during project implementation, the City, affected landowners, their assigns and successors in interest and any other responsible parties comply with the feasible mitigation measures identified. The MMRP identifies, for each mitigation measure, the action to be taken and the party responsible for implementation.

9. That the City Council hereby approves and certifies the EIR, adopts the CEQA Findings & Statement of Overriding Considerations, and adopt the MMRP for the Project as required by the CEQA Guidelines.

10. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 19TH DAY OF NOVEMBER, 2024, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. CEQA Findings & Statement of Overriding Considerations, Option A
2. Mitigation Monitoring and Reporting Program (MMRP)
3. Attachment 3 – Impacts of Option B

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FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATION REGARDING THE ENVIRONMENTAL IMPACT REPORT FOR THE MISSION POINT PROJECT, OPTION B

City of Santa Clara Project Nos. PLN2017-12924, PLN2018-13400, PLN21-15386, and PLN21-15387

State Clearinghouse No. 2018072068

City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATION REGARDING THE ENVIRONMENTAL IMPACT REPORT FOR THE MISSION POINT PROJECT, OPTION B

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I. Introduction

The California Environmental Quality Act of 1970 (CEQA), Public Resources Code Section 21081 *et seq*, and the Guidelines for Implementation for the California Environmental Quality Act, Title 14, California Code of Regulations, Section 15091 *et seq* (State CEQA Guidelines), require a public agency to consider the environmental impacts of a project before the project is approved and make specific findings. Furthermore, Public Resources Code Section 21002 provides that "public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects, and that the procedures required by" CEQA "are intended to assist public agencies in systematically identifying both the significant effects of projects and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects." However, "in the event specific economic, social, or other conditions make infeasible such project alternatives or such mitigation measures, individual projects may be approved in spite of one or more significant effects thereof." PRC Section 21002.

The mandate and principles in Public Resources Code Section 21002 are implemented, in part, through a requirement for agencies to adopt findings before approving projects for which environmental impact reports (EIRs) are required. For each significant environmental effect identified in an EIR for a project, the approving agency must issue a written finding, supported by substantial evidence, reaching one or more of three permissible conclusions. State CEQA Guidelines Section 15091 specifically provides as follows:

(a) No public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of a project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:

1. Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.

2. Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can or should be adopted by such other agency.

3. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the Final EIR.

(b) The findings required by subdivision (a) shall be supported by substantial evidence in the record.

(c) The finding in subdivision (a)(2) shall not be made if the agency making the finding has concurrent jurisdiction with another agency to deal with identified feasible mitigation measures or alternatives. The finding in subsection (a)(3) shall describe the specific reasons for rejecting identified mitigation measures and project alternatives.

(d) When making the findings required in subdivision (a)(1), the agency shall also adopt a program for reporting on or monitoring the changes which it has either required in the project or made a condition of approval to avoid or substantially lessen significant environmental effects. These measures must be fully enforceable through permit conditions, agreements, or other measures.

(e) The public agency shall specify the location and custodian of the documents or other material which constitute the record of the proceedings upon which its decision is based.

(f) A statement made pursuant to Section 15093 does not substitute for the findings required by this section.

State CEQA Guidelines Section 15093 further provides as follows:

(a) CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable."

(b) When the lead agency approves a project that will result in the occurrence of significant effects which are identified in the final EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action, based on the final EIR and/ or other information in the record. This statement of overriding considerations shall be supported by substantial evidence in the record.

(c) If an agency makes a statement of overriding considerations, the statement should be included in the record of the project approval and should be mentioned in the notice of determination. This statement does not substitute for, and shall be in addition to, findings required pursuant to Section 15091.

Under CEQA and the State CEQA Guidelines, "feasible" is defined to mean "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, legal, social, and technological factors." (State CEQA Guidelines Section 15364; Public Resources Code Section 21061.1; see also *Citizens of Goleta Valley v. Bd. of Supervisors* [1990] 52 Cal. 3d 553, 565 [*Goleta II*]). The concept of "feasibility" also encompasses the question of whether a particular alternative or mitigation measure promotes the underlying goals and objectives of a project (see *City of Del Mar v. City of San Diego* [1982], 133 Cal. App. 3d 401, 417; *Sierra Club v. County of Napa* [2004], 121 Cal. App. 4th 1490, 1506–1509

[court upholds CEQA findings rejecting alternatives in reliance on applicant's project objectives]; and *California Native Plant Society v. City of Santa Cruz* [2009], 177 Cal. App. 4th 957, 1001 [*CNPS*] ["an alternative 'may be found infeasible on the ground it is inconsistent with the project objectives as long as the finding is supported by substantial evidence in the record'"] (quoting Kostka & Zischke, *Practice Under the Cal. Environmental Quality Act* [Cont. Ed. Bar 2d ed. 2009] [*Kostka*], Section 17.30, p. 825). In re *Bay-Delta Programmatic Environmental Impact Report Coordinated Proceedings* (2008), 43 Cal. 4th 1143, 1165, 1166 (*Bay-Delta*) ("[i]n the CALFED program, feasibility is strongly linked to achievement of each of the primary project objectives;" "a lead agency may structure its EIR alternative analysis around a reasonable definition of underlying purpose and need not study alternatives that cannot achieve that basic goal"). Moreover, "'feasibility,' under CEQA, encompasses 'desirability'' to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, legal, and technological factors" (see *City of Del Mar*, *supra*, 133 Cal. App. 3d at p. 417; *CNPS*, *supra*, 177 Cal. App. 4th at p. 1001 ["an alternative that 'is impractical or undesirable from a policy standpoint' may be rejected as infeasible"] [quoting *Kostka*, *supra*, Section 17.29, p. 824]; and *San Diego Citizenry Group v. County of San Diego* [2013] 219 Cal. App. 4th 1, 17).

For purposes of these findings, the term "avoid" refers to the effectiveness of one or more mitigation measures to reduce an otherwise significant effect to a less-than-significant level. Although State CEQA Guidelines Section 15091 requires only that approving agencies specify that a particular significant effect is "avoid[ed] *or* substantially lessen[ed]," these findings, for purposes of clarity, in each case will specify whether the effect in question has been "avoided" (i.e., reduced to a less-than-significant level).

CEQA requires the lead agency to adopt mitigation measures or alternatives, where feasible, to substantially lessen or avoid significant environmental impacts that would otherwise occur. Project modification or alternatives are not required, however, where such changes are infeasible or where the responsibility for modifying the project lies with some other agency (State CEQA Guidelines Section 15091[a], [b]).

With respect to a project for which significant impacts are not avoided or substantially lessened, a public agency, after adopting proper findings, may nevertheless approve the project if the agency first adopts a statement of overriding considerations, setting forth the specific reasons why the agency found that the project's "benefits" rendered "acceptable" its "unavoidable adverse environmental effects" (State CEQA Guidelines Sections 15093, 15043[b]; see also Public Resources Code Section 21081[b]). The California Supreme Court has stated that "[t]he wisdom of approving . . . any development project, a delicate task which requires a balancing of interests, is necessarily left to the sound discretion of the local officials and their constituents who are responsible for such decisions. The law as we interpret and apply it simply requires that those decisions be informed, and therefore balanced" (*Goleta II*, *supra*, 52 Cal. 3d at p. 576).

A. Background

The City evaluated the environmental impacts of implementation of the Project by preparing an EIR in compliance with CEQA. These findings of fact (sometimes referred to herein as "findings") constitute the City of Santa Clara's (City's) evidentiary and policy bases for its

decision to approve the Project in a manner consistent with the requirements of CEQA and are made with respect to the conclusions of the EIR.

The EIR for the Mission Point Project analyzed the project as originally proposed by Kylli (referred to herein as the "Project"), as well as several alternatives to the Project, including the Reduced Office/Increased Housing Alternative. The EIR concluded that the Project would create significant and unavoidable impacts. At the Planning Commission meeting on October 23, 2024, the Applicant asked the City to consider a version of the Project to allow up to 800 additional residential units in planning area C of the Project, with a corresponding reduction in office space (the "Revised Project" also known as "Option B"). The Revised Project was assessed by the City's environmental consultant, ICF, who concluded that the Revised Project is within the scope of the EIR as explained in the memorandum dated October 30, 2024, and included as Attachment 3 to the Final Environmental Impact Report. Although the Revised Project would have incrementally reduced impacts compared to the Project and the Reduced Commercial/Increase Housing Alternative, the Revised Project would have the same significant and unavoidable impacts as the Project, and be subject to the same mitigation measures as the Project; thus, a statement of overriding considerations was required. These findings use the term "Project" for statements that equally apply to both the Proposed Project and the Revised Project. Where there is a distinction between the projects, the findings use the specific terminology.

To the extent that these findings conclude that various mitigation measures outlined in the Final EIR are feasible and have not been modified, superseded, or withdrawn, the City hereby binds itself to ensuring that these measures are implemented by the appropriate party(ies). These findings, in other words, are not merely informational but rather constitute a binding set of obligations that will come into effect when the City adopts a resolution approving the Revised Project. In addition, a Mitigation Monitoring and Reporting Program (MMRP) has been prepared for the Project. The City will use the MMRP to track compliance with Project's mitigation measures and project design features. The MMRP will remain available for public review during the compliance period. The final MMRP is attached to and incorporated into the environmental document approval resolution and approved in conjunction with certification of the EIR and adoption of these findings of fact.

Having received, reviewed, and considered the draft EIR and the final EIR for the Project, State Clearinghouse No. 2018072068, as well as other information in the record of proceedings on this matter, the City Council, in its capacity as the decision-making body of the CEQA lead agency, hereby finds, determines, and declares the following findings and facts, in accordance with Section 21081 of the Public Resources Code. These findings set forth the environmental basis for the discretionary actions to be undertaken by the City of Santa Clara for development of the Revised Project. These actions by the City are listed in Section II.C.

B. Document Format

These findings have been organized into the following sections:

(1) Section I provides an introduction to the findings.

(2) Section II provides a summary of the Revised Project, an overview of the discretionary actions required for approval of the Revised Project, and a statement of the Project's objectives.

(3) Section III provides a summary of the environmental review related to the Project and a summary of public participation in the environmental review for the Project.

(4) Section IV sets forth findings regarding the potential impact areas identified in the EIR. This section details findings regarding impacts for which the City has determined that there is no impact or the impact is less than significant, and thus, no mitigation is required; findings regarding potentially significant environmental impacts identified in the EIR that the City has determined can be feasibly mitigated to a less-than-significant level through the imposition of mitigation measures; and findings regarding those significant or potentially significant environmental impacts identified in the EIR that will or may result from the Revised Project and the City has determined will remain significant and unavoidable, despite the identification and incorporation of all feasible mitigation measures.

In order to ensure compliance and implementation, all mitigation measures will be included in the MMRP for the Revised Project and adopted as conditions of the Revised Project by the lead agency. Where potentially significant impacts can be reduced to a less-than-significant level through mitigation, the findings specify how the impacts would be reduced to an acceptable level.

(5) Section V sets forth findings regarding alternatives to the Project.

(6) Section VI sets forth findings regarding the growth-inducing impacts of the Project.

(7) Section VII sets forth findings regarding recirculation of the Draft EIR.

(8) Section VIII sets forth findings regarding recirculation of the Final EIR.

(9) Section IX contains the findings pursuant to Public Resources Code Section 21082.1(c)(3).

(10) Section X contains the statement of overriding considerations for the Revised Project pursuant to State CEQA Guidelines Section 15093.

C. Custodian and Location of Record

The Project EIR consists of:

1. The Draft EIR and Appendices 1 through 5, dated November 2023; and

2. The Final EIR, dated March 2024, with the inclusion of Attachment 3, the ICF analysis of the Revised Project, and including the Draft EIR and all Appendices.

The following findings of fact are based in part on the information contained in Final EIR for the Project including the ICF analysis of the Revised Project (Final EIR Attachment 3) as well as additional facts found in the record of proceedings. The EIR is hereby incorporated by reference

and is available for review at Santa Clara City Hall, 1500 Warburton Avenue, Santa Clara, California, 95050 during normal business hours.

For the purposes of CEQA, and the findings herein set forth, the administrative record for the Project consists of those items listed in Public Resources Code Section 21167.6, subdivision (e). The record of proceedings for the City's decision on the Project consists of the following documents, at a minimum, which are incorporated by reference and made part of the record supporting these findings:

- The Notice of Preparation (NOP) and all other public notices issued by the City in conjunction with the Project;
- The Draft EIR for the Project and all documents relied upon or incorporated by reference;
- All comments submitted on the Draft EIR by agencies or members of the public during the 46-day comment period;
- All comments and correspondence on the Draft EIR submitted to the City during the public comment period, in addition to all other timely comments;
- The Final EIR for the Project, including the Planning Commission staff reports, minutes of the Planning Commission public hearings; City Council staff report; minutes of the City Council public hearing; comments received on the Draft EIR; the City's responses to the comments; technical appendices; and all documents relied upon or incorporated by reference;
- The MMRP for the Project;
- All findings and resolutions adopted by the City in connection with the Revised Project, and all documents cited or referred to therein;
- All reports, studies, memoranda, maps, staff reports, or other planning documents related to the Project prepared by the City, consultants to the City, or responsible or trustee agencies with respect to the City's compliance with the requirements of CEQA and the City's action on the Project;
- All documents submitted to the City by other public agencies or members of the public in connection with the Project, up through the close of the public hearing;
- Any minutes and/or verbatim transcripts of information sessions, public meetings, and public hearings held by the City in connection with the Project;
- Any documentary or other evidence submitted to the City at information sessions, public meetings, and public hearings;
- All resolutions adopted by the City regarding the Revised Project, and all staff reports, analyses, and summaries related to adoption of the resolutions;

- The City General Plan along with all updates and related environmental analyses;
- Matters of common knowledge to the City, including, but not limited to, federal, State of California (State), and local laws and regulations;
- The City Code;
- Any documents expressly cited in these findings, in addition to those cited above; and
- Any other materials required for the record of proceedings by Public Resources Code Section 21167.6, subdivision (e).

The documents and other materials that constitute the administrative record for the City's actions related to the Project are at Santa Clara City Hall, 1500 Warburton Avenue, Santa Clara, California, 95050. The City is the custodian of the administrative record for the Project.

The City has relied on all of the documents listed above in reaching its decisions on the Revised Project, even if not every document was formally presented to the City Council or City staff members as part of the City files generated in connection with the Project. Without exception, any documents set forth above not found in the Project files fall into one of two categories. Many of them reflect prior planning or legislative decisions of which the City Council was aware in approving the Project (see *City of Santa Cruz v. Local Agency Formation Commission* [1978], 76 Cal. App. 3d 381, 391-392, and *Dominey v. Department of Personnel Administration* [1988], 205 Cal. App. 3d 729, 738, fn. 6). Other documents influenced the expert advice provided to City staff members or consultants, who then provided advice to the Planning Commission and the City Council as final decision-makers. For that reason, such documents form part of the underlying factual basis for the City's decisions related to approval of the Project (see Public Resources Code Section 21167.6[e][10]; *Browning-Ferris Industries v. City Council of City of San Jose* [1986], 181 Cal. App. 3d 852, 866; and *Stanislaus Audubon Society, Inc. v. County of Stanislaus* [1995], 33 Cal. App. 4th 144, 153, 155).

II. Project Summary

A. Project Location

The Project site is located on nine parcels (assessor's parcel numbers [APNs] 104-04-150, 104-04-142, 104-04-143, 104-04-151, 104-04-112, 104-04-113, 104-04-065, 104-04-111, and 104-04-064), totaling approximately 46 acres, as well as Democracy Way, a privately owned street subject to an existing public right-of-way (ROW) easement that covers approximately 2.6 acres, for a combined total Project area of 48.6 acres. The Project site is generally located along the Great America Parkway corridor in Santa Clara. It is bounded by Tasman Drive to the north, Old Ironsides Drive to the east, the ROW associated with the Hetch Hetchy aqueduct to the south, and Patrick Henry Drive to the west.

The Project site is currently developed with four light industrial buildings, totaling approximately 142,050 gross square feet (gsf), on the northern portion of the site that were constructed in the late 1970s and a paved surface parking lot south of Democracy Way with approximately 5,081 parking

spaces. Kylli, Inc. (Project Sponsor), the U.S. real estate subsidiary of Genzon Investment Group, currently occupies one of the buildings on the Project site; the other buildings are vacant. The current primary use on the Project site is temporary event parking for Levi's Stadium, which uses 3,300 parking spaces. The rest of the parking spaces are used by Amazon as training grounds for drivers. The Project site is designated in the General Plan as High-Intensity Office/Research and Development (R&D) and is zoned High-Intensity Office/R&D.

Existing uses adjacent to the Project site include mostly low-intensity office/R&D uses within areas that have been zoned Low-Intensity Office, High-Intensity Office/R&D, HD Flex, Urban Center, Urban Village, Village Residential, Very High Density Residential, Community Regional, and Planned Development (PD). Businesses within the immediate vicinity of the Project site include Citrix, Silicon Valley Bank, Fabrinet West, PetaIO, Banpil Photonics, and National Instruments, among other companies. These are housed in office/industrial buildings that range from small single-story office buildings to mid-rise, multi-story buildings. Immediately south of the Project site, parcels with low-intensity office/R&D and light industrial uses are zoned PD. This area, referred to as the Patrick Henry Drive Specific Plan area, is bounded by the Hetch Hetchy ROW to the north, Great America Parkway to the east, Calabazas Creek Trail to the west, and Mission College Boulevard to the south. The Patrick Henry Drive Specific Plan was approved to convert industrial uses to high-density residential and/or office uses. San Francisco Bay is approximately 1 mile north of the Project site. California's Great America amusement park and Levi's Stadium are approximately 0.3 and 0.45 mile east of the Project site, respectively.

B. Project Characteristics

The Project Sponsor proposes a mixed-use development on a 48.61-acre site in Santa Clara, California. If approved by the City Council and applicable regulatory agencies, the Project would demolish existing office buildings and establish a new mixed-use neighborhood. The existing General Plan designation of High-Intensity Office/R&D would be changed to Urban Center Mixed Use and Urban Center Mission Point, and existing zoning would be changed from High-Intensity Office/R&D to PD, providing a transit-oriented "live, work, socialize, and recreate" environment.

The original Project analyzed in the EIR would include up to 4,913,000 gsf of new development, including up to 1,800 units (approximately 1.8 million gsf for residential uses), up to 3 million gsf of office/R&D[1] space, approximately 100,000 gsf for retail uses, and approximately 10,000 gsf for childcare facilities. An approximately 27,000-square-foot electrical substation may be constructed to support the Project.[2] Parking would be provided in a mix of subsurface and aboveground parking facilities. In addition, the Project would include up to approximately 16 acres of publicly accessible open space at grade level as well as approximately 10 acres of private open space for residential and office uses;[3] new bicycle, pedestrian, and vehicular circulation routes; and upgraded and expanded infrastructure.

[1] Although the end uses have not yet been determined, the Project may include lab/R&D uses. For CEQA purposes, up to 30 percent laboratory use has been assumed. All future references to "office" include permitted lab/R&D uses.
[2] The size, design, and location of the substation are subject to discussion with Silicon Valley Power.
[3] Additional private open space would be provided on terraces, balconies, and rooftops. These spaces are not included as part of the calculations.

Under the Reduced Office/Increased Housing Alternative, the total building area and uses would remain the same (up to 4,913,000 gsf (residential, office/R&D, retail, childcare, and community amenities). The overall office square footage would be reduced and the overall number of housing units would increase. This would be accomplished by removing all 789,000 gsf of office/R&D space in Area C and replacing it with 800 multifamily housing units. The substation would be relocated to Area B. The size of the substation and all other Project characteristics (e.g., public parkland, private recreational amenities, private open space, parking, access and circulation) would remain the same.

The Revised Project would incrementally reduce several impacts as compared to the original Project. The Revised Project would result in development of the Project with an Office/R&D – Residential Flex option on Area C. The total building area and uses would remain the same (up to 4,913,000 gsf (residential, office/R&D, retail, childcare, and community amenities). The Office/R&D – Residential Flex option would also permit development of up to 800 residential units (for a total of up to 2,600 units), or a mix of uses with a corresponding reduction in square footage of office/R&D uses, and a proportional increase in deed-restricted residential units in Area C ("Office/R&D – Residential Flex"). Utilities, infrastructure and all other Project characteristics (e.g., public parkland, private recreational amenities, private open space, parking, access and circulation) would remain the same, except that an additional 1.5 acres of park land/open space would be integrated into the Revised Project if residential development occurs in Area C.

C. Discretionary Actions

Implementation of the Project would require, but not be limited to, the following discretionary approvals from the City:

- Certification of the final EIR
- Adoption of an MMRP
- General Plan Amendment
- Rezoning
- Tentative Subdivision Map and/or Vesting Tentative Subdivision Map
- Development Agreement
- Architectural Review
- Tree Removal
- Transportation Demand Management Plan
- Affordable Housing Plan

- Relevant permits and approvals for vacation of the public ROW easement for Democracy Way, relocation of public utility easements (including the potential for underground tunnels/utilities and/or bridges/connections), and establishment of Kylli Drive East and Kylli Drive West as private streets, subject to public and emergency access easements.

Prior to Project implementation, additional permits and/or approvals may be required from various governmental entities, including the following:

- Bay Area Air Quality Management District
- California Department of Transportation
- Federal Aviation Administration
- San Francisco Bay Regional Water Quality Control Board
- Santa Clara County Department of Public Health
- Santa Clara Fire Department
- Silicon Valley Power
- San Francisco Public Utility Commission

D. Statement of Project Objectives

The City identified the following Project objectives in the EIR, which are relevant to the physical impacts considered in this document:

- Support the City's North Santa Clara planning effort by converting an underutilized, single-use 48.6-acre site into a vibrant, pedestrian-oriented, high-intensity and very high-density mixed-use development that is sustainable and inclusive by design, with a range of building types, enriching connections between people, places, and open space.
- Broaden the housing supply and business opportunities in North Santa Clara through development of a human-centric, interconnected urban neighborhood that provides a diverse and complementary mix of residential, commercial, retail, and community space.
- Promote an active pedestrian realm with continuous access to at-grade, podium-level, and rooftop public and private open space with flexible programming.
- Promote and support local, regional, and State mobility and greenhouse gas (GHG) reduction objectives to reduce vehicle miles traveled and infrastructure costs through infill and mixed-use development in an existing urbanized and transit-rich area.
- Facilitate ridership of multimodal transportation and minimize vehicular infrastructure while providing efficient access to sufficient and flexible parking that meets current and future demand.

- Provide community benefits, including public open space, childcare facilities, and community space.

- Provide utility infrastructure to adequately support the Project.

- Meet the City's Affordable Housing Ordinance and Inclusionary Zoning requirements.

- Develop a model for urban growth that maximizes the Project site's economic, cultural, and ecological potential; generates tax revenue for the City; creates permanent and construction-related jobs; and contributes to achievement of the City's vehicle-miles-traveled goals.

The Project Sponsor identified the following additional objectives in the EIR:

- Redevelop the 48.6-acre site with up to 3 million gsf of office/R&D space, 100,000 gsf of neighborhood retail space, and 1,800 multifamily residences by consolidating, on a smaller portion of the property, the square footage for office/R&D previously assumed in the City's General Plan to accommodate new multifamily housing, including affordable housing, public and private parks and open space, neighborhood-serving services and retail, a substation, and community amenity space.

- Allow flexibility and ensure an orderly build-out of the Project, based on projected market demand and other factors, such as local and regional growth, Project financing, and development of final construction plans to ensure the Project remains economically feasible throughout a multi-year development process.

- Create a vibrant, walkable new neighborhood with a diverse and complementary mix of uses that is sustainable by design and able to support the City's vehicle-miles-traveled goals while realizing a market return on the property reflecting the cost of development.

- Privatize existing Democracy Way while preserving appropriate public and emergency vehicle access.

III. Environmental Review and Public Participation

The Final EIR, dated March 2024, includes the Draft EIR dated November 2023; written comments on the Draft EIR that were received during the public review period; written responses to these comments; clarifications/changes to the Draft EIR; and the MMRP. In conformance with CEQA, the City conducted an extensive environmental review of the Project, as described below.

- The City issued an NOP for the draft EIR on April 18, 2022, to federal, State, regional, and local government agencies and interested parties to solicit comments and inform agencies and the public of the Project. The NOP was released for a 30-day public review period, beginning April 18, 2022, and ending May 18, 2022. One virtual public scoping meeting was held on May 4, 2022. The purpose of the NOP was to allow various private and public entities to transmit their concerns and comments on the scope and content of the Draft EIR, focusing on specific information related to each individual's or group's interest or agency's statutory responsibility early in the environmental review process.

- Based on the NOP and responses, a determination was made that the EIR would contain a comprehensive analysis of the following environmental issues, as identified in Appendix G of the State CEQA Guidelines: land use and planning, transportation, air quality, GHG emissions, energy, noise, cultural resources, biological resources, geology and soils, hydrology and water quality, hazards and hazardous materials, population and housing, public services and recreation, tribal and cultural resources, utilities and service systems, and cumulative impacts. The Project would not result in any environmental impacts related to agricultural and forestry resources, mineral resources, or wildfire because none of these resources or risks, as is the case with wildfire, exist at the Project site. The Project would also not result in environmental impacts related to aesthetics because it is a qualifying infill project within a transit priority area. Under Public Resources Code Section 21099(d), aesthetic impacts are not considered significant impacts on the environment for qualifying infill projects.

- An EIR was prepared for the proposed Project in accordance with the State CEQA Guidelines. As required by CEQA, the EIR includes appropriate review, analysis, and mitigation measures for the environmental impacts of the Project.

- A Draft EIR was prepared and circulated for a 46-day public review period, beginning on November 17, 2023, and ending on January 2, 2024. The Draft EIR was distributed to responsible and trustee agencies, other affected agencies, surrounding jurisdictions, interested parties, and other parties who requested a copy of the EIR, in accordance with California Public Resources Code Section 21092.

- The Draft EIR was available for public review on the City's webpage and, during normal business hours, at City Hall, located at 1500 Warburton Avenue, Santa Clara, CA, 95050. During this review period, the document was reviewed by various State, regional, and local agencies as well as interested organizations and individuals. Comment letters on the Draft EIR were received from seven public agencies and one organization. Comment letters and responses to comments are included in the Final EIR, which was issued in March 2024. The City's environmental consultant prepared an analysis of the Revised Project, which is incorporated into the Final EIR as Attachment 3.

IV. The Final EIR includes a list of agencies and organizations to whom the Draft EIR was sent, a list of the comment letters received on the DEIR, revisions to the text of the Draft EIR, responses to comments received on the DEIR, and copies of comment letters. Findings Regarding Project Environmental Effects

The following potentially significant impacts were analyzed in the EIR, and the effects of the Project were considered.

A. Less-than-Significant Impacts that Do Not Require Mitigation

The Final EIR identified the below subtopics that would result in no impact or less-than-significant impacts. The City finds that, based on substantial evidence in the record, the following areas would result in impacts that were determined to be less than significant or no impact in the Final EIR. Therefore, no mitigation measures would be required for any of the following areas:

1. Land Use and Planning

- **Impact LU-1: Physical Division of an Established Community.** There are no established residential communities on the Project site. The Project would create a cohesive urban center integrated into surrounding office, R&D and commercial uses and add new residential uses adjacent to the Patrick Henry Specific Plan area. Although Democracy Way would be vacated, the Project would not block any existing roads or sever connections between adjacent properties because it would incorporate extensive new vehicular, bicycle, and pedestrian access roads and circulations routes within the Project site to maintain access between sites. Thus, the Project would not physically divide or disrupt an established community and would not reduce access for adjacent properties, resulting in no impact. **Impact LU-2: Conflicts with Adopted City Land Use Plans and Policies Regarding the Jobs/Housing Balance.** Construction of the Project would not conflict with any policies aimed at improving the City's jobs/housing balance because no permanent jobs or residences would be added during construction. Project operation also would not conflict with City General Plan policies aimed at improving the City's jobs/housing balance. With the exception of the need to amend the land use designation and zoning, the Project is consistent with all applicable general plan policies. The Project could include up to 3 million gsf of office/R&D development, which was assumed as part of the "Approved/Not Constructed and Pending Projects" identified in Figure 2.3- 1 and Table 8.6.2 of the General Plan. Therefore, the Project's office/R&D development is excluded from the General Plan's phasing limits and would not exceed the commercial caps outlined for Phases II and III. The Project maintains the same amount of office R&D space planned for in the City's General Plan and the Plan Bay Area. But, the Project would also provide additional housing units not already included in the City's Housing Element, which would improve the City's jobs/housing ratio. Further the Project is consistent with the general policy direction and key objections of Plan Bay Area 2050 because the Project is on an infill site near transit and would provide pedestrian and bicycle friendly streets. Therefore, there would be no conflict with policies regarding the jobs/housing ratio and the Project would result in no impact.

  Reduced Office/Increased Housing Alternative: Compared to the Project, the Reduced Office/Increased Housing Alternative would result in fewer employees and more housing (2,600 units compared to 1,800 units). This alternative would have a greater effect on the jobs/housing imbalance than the Project, and it would improve the jobs/housing ratio compared to what is expected to result from the current City General Plan projections in 2035 (2.15) and ABAG's projections in 2040 (2.99) without the alternative. The Reduced Office/Increased Housing Alternative would decrease the jobs/housing imbalance to 2.08 in 2035 (under the General Plan projections) and to 2.87 in 2040 (under ABAG projections). In comparison, the Project would result in a slightly higher imbalance of 2.11 in 2035 and 2.91 in 2040. Therefore, the Reduced Office/Increased Housing Alternative would result in greater improvement in the jobs/housing imbalance compared with the Project, and there would be no impact. (NI)

  Revised Project: As with the Reduced Office/Increased Housing Alternative, employment growth associated with operation of the Revised Project would improve the jobs/housing balance in the city to a greater extent than the Project because fewer jobs would be created

and more housing would be constructed. The Revised Project would provide mixed-use development in proximity to transit and would be within walking distance of multiple VTA light rail stations as well as Great America Station, which is served by Amtrak's Capitol Corridor and Altamont Corridor Express and would be largely consistent with surrounding uses, including Levi's Stadium, the Hilton Santa Clara Hotel, Convention Center, California's Great America Amusement Park, and the Patrick Henry Specific Plan adjacent to the site. The Revised Project would improve the jobs/housing ratio compared to what is expected to result from the current City General Plan projections in 2035 (2.15) and ABAG's projections in 2040 (2.99). (NI)

- **Impact LU-3: Conflicts with Airport Land Use Plan (Construction).** The Project would have no impact due to a conflict with the Comprehensive Land Use Plan (CLUP) for San José International Airport during construction because no permanent structures would be constructed during this phase.

- **Impact LU-3: Conflicts with Airport Land Use Plan (Operation).** The Project would not result in a significant environmental impact due to a conflict with the CLUP for San José International Airport because the Project is outside any potentially applicable CLUP and is required to comply with all Regulation Part 77 notification requirements in the standard conditions of approval. Therefore, potential impacts related to conflicts with an Airport Land Use Plan during operation would be less than significant.

- **Impact LU-4: Conflicts with Other Adopted City Land Use Plans and Policies.** The Project would not result in a significant environmental impact due to a conflict with a land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect because the Project is generally consistent with applicable goals, policies and actions. The Project would include a General Plan amendment and a Zoning Code amendment to accommodate high- intensity, urban-oriented development, eliminating potential conflicts related to the site's land use classification. Therefore, potential impacts due to a conflict with a land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect would be less than significant.

  Reduced Office/Increased Housing Alternative: The proposed General Plan amendment, including the land use classification, would meet the intent of the land use policies. Although the alternative would result in some inconsistencies with the General Plan land use policies, similar to the Project, the ultimate determinations of General Plan consistency can and will be made by City Council. A proposed project can be generally consistent with a general plan, even though the project may not promote every applicable goal and policy. Because of the general consistency with land use policies, any potential conflicts with the General Plan related to the new land use classification under the Reduced Office/Increased Housing Alternative would be less than significant, similar to the Project. (LTS)

  Revised Project: Because of the general consistency with land use policies, any potential conflicts with the General Plan related to the new land use classification under the Revised Project, would be similar to the Reduced Office/Increased Housing Alternative and would be less than significant. (LTS)

- **Impact C-LU-1: Cumulative Land Use Impacts.** The Project, in combination with other foreseeable development in the nine-county ABAG region, would not result in a significant cumulative environmental impact due to a conflict with some applicable land use plans, policies, and regulations because the Project is consistent with applicable land use plans, policies and regulations and would not contribute to a significant cumulative impact. The Project's proposed General Plan amendment and land use classifications meet the intent of the City's land use policies. Therefore, potential cumulative impacts related to any potential conflicts with the General Plan would be less than significant.

  Reduced Office/Increased Housing Alternative: The Reduced Office/Increased Housing Alternative would introduce a project with fewer employees and more housing but the same amount of total floor area as the Project. Because the Reduced Office/Increased Housing Alternative would improve the city's overall jobs/housing balance, there would be no impact, and the Reduced Office/Increased Housing Alternative would not contribute to a cumulative impact. Similar to the Project, the Reduced Office/Increased Housing Alternative would be generally consistent with the applicable goals, policies and actions outlined in the CLUP and the City General Plan. Therefore, because of the alternative's general consistency with land use policies, the Reduced Office/Increased Housing Alternative would not contribute to a significant cumulative impact, and any conflicts with the General Plan and CLUP would be less than significant. (LTS)

  Revised Project: As with the Reduced Office/Increased Housing Alternative, the Revised Project would introduce a project with fewer employees and more housing but the same amount of total floor area as the Project. Therefore, as with the Reduced Office/Increased Housing Alternative, the Revised Project would not contribute to a significant cumulative impact, and any conflicts with the General Plan and CLUP would be less than significant. (LTS)

2. Transportation

- **Impact TRA-1: Consistency with Adopted Plans, Ordinances, and Policies Regarding Roadways (Operation).** During operation, the Project would be consistent with Plan Bay Area 2050 goals and performance targets for transportation system effectiveness because the Project would increase non-auto mode share. The Project would be largely consistent with applicable plans, ordinances, and policies that address the circulation system, and impacts would be less than significant. In addition, Project Design Feature TRA-1 would require the Project Sponsor to implement a Transportation Demand Management (TDM) plan, which will achieve the vehicle miles traveled (VMT) reductions set forth in the City's Climate Action Plan (CAP) (Action T-3-1), as part of the application for a building permit for each phase of the Project.

  > <u>Project Design Feature TRA-1: Implement a Transportation Demand Management (TDM) Plan in Accordance with the City of Santa Clara 2022 Climate Action Plan</u>. The Project Sponsor shall submit a Final TDM plan, subject to approval by the City, with the application for a building permit for each phase of the Project. The Final TDM plan will set forth a requirement for the Project Sponsor to form or join a Transportation Management Association (TMA) to facilitate the implementation of

various TDM programs and services on behalf of multiple property owners and/or tenants. Furthermore, the TDM plan will set forth requirements for annual TDM monitoring and reporting. Examples of TDM measures that may be included in the Project's TDM plan include:

- Privately operated long-haul commuter shuttle service for office workers with onsite shuttle stops.
- Participation in a City-organized/-operated shuttle service to Caltrain and Bay Area Rapid Transit (BART) stations, with onsite shuttle stops available to all site workers and residents.
- Transit subsidy for office workers.
- Rideshare matching program.
- "Guaranteed ride home" program for all office workers.
- Preferential parking for carpools and vanpools.
- Unbundled parking for market-rate residential units.
- Participation in regional bikeshare and scooter program and/or establishment of onsite bicycle and scooter fleet.
- Bike repair stations and ample bicycle parking.
- Showers and lockers provided in office buildings.
- Real-time transit information displayed on screens throughout the site.
- Onsite parking spaces reserved for car-share service(s) (e.g., ZipCar or equivalent provider).
- Dedicated curb space for ride-hail and taxi-service passenger loading.
- Onsite transportation coordinator.
- Website and marketing program to disseminate information on commute options.
- High-speed internet infrastructure to enable telecommuting.
- Distribution of a TDM information packet to new employees and residents.
- Onsite bicycle and pedestrian network, linking buildings to transit stations and nearby trails.

The City of Santa Clara will review the Final TDM plan to ensure that the proposed TDM measures identified in the plan will achieve the following VMT reductions set forth in the 2022 CAP:

- A 25 percent reduction in Project-related VMT through active TDM measures for large employers with more than 500 employees, including aggressive regulations to reduce parking (Action T-3-1).

- A 20 percent reduction in VMT for multifamily residential, with a 10 percent reduction through active TDM measures, which may require parking maximums (Action T-3-1).

City approval of the Final TDM plan and issuance of a certificate of occupancy for each phase of the Project will be dependent upon the City finding that the Final TDM plan provides sufficient evidence to demonstrate that the proposed TDM measures will achieve the VMT reductions set forth in the 2022 CAP.

Reduced Office/Increased Housing Alternative: Under the Reduced Office/Increased Housing Alternative, the overall office square footage would be reduced and the overall number of housing units would increase. This alternative would not conflict with applicable plans, ordinances, and policies that address the circulation system. Under this alternative, bicycle, pedestrian, and transit facilities are expected to be the same as under the Project; therefore, it would not result in impacts on bicycle, pedestrian, and transit facilities, and conflicts with adopted plans, ordinances, or policies would not result. Therefore, the Reduced Office/Increased Housing Alternative would result in a less-than-significant impact related to conflicts with adopted plans, ordinances, or policies addressing roadways. (LTS)

Revised Project: As with the Reduced Office/Increased Housing Alternative, the overall office square footage of the Revised Project would not conflict with applicable plans, ordinances, and policies that address the circulation system. Therefore, the Revised Project would result in a less-than-significant impact related to conflicts with adopted plans, ordinances, or policies addressing roadways, similar to the Reduced Office/Increased Housing Alternative. (LTS)

- **Impact TRA-2: Consistency with Adopted Plans, Ordinances, and Policies Regarding Transit (Operation).** During operation, the Project impact on transit services would be less than significant because the Project would not interfere or conflict with existing transit facilities, would comply with policies and goals regarding transit, and the Project would implement a TDM plan (Project Design Feature TRA-1), including transit subsidies and shuttles and other measures to increase public transportation ridership.

  Reduced Office/Increased Housing Alternative: Under the Reduced Office/Increased Housing Alternative, the overall office square footage would be reduced and the overall number of housing units would increase. This alternative would not conflict with applicable plans, ordinances, and policies that address the circulation system. Under this alternative, bicycle, pedestrian, and transit facilities are expected to be the same as under the Project;

therefore, it would not result in impacts on bicycle, pedestrian, and transit facilities, and conflicts with adopted plans, ordinances, or policies would not result. Therefore, the Reduced Office/Increased Housing Alternative would result in a less-than-significant impact related to conflicts with adopted plans, ordinances, or policies addressing transit. (LTS)

Revised Project: As with the Reduced Office/Increased Housing Alternative, the overall office square footage of the Revised Project would not conflict with applicable plans, ordinances, and policies that address the circulation system. Therefore, the Revised Project would result in a less-than-significant impact related to conflicts with adopted plans, ordinances, or policies addressing transit, similar to the Reduced Office/Increased Housing Alternative. (LTS)

- **Impact TRA-3: Consistency with Adopted Plans, Ordinances and Policies Regarding Bicycle Facilities (Operation).** During operation, the Project's impact on bicycle facilities would be less than significant because the Project would improve bicycle facilities along the perimeter and within the Project site and provide safer conditions for bicyclists relative to existing conditions, consistent with the City's General Plan and the 2018 Bicycle Master Plan Update.

  Reduced Office/Increased Housing Alternative: Under the Reduced Office/Increased Housing Alternative, the overall office square footage would be reduced and the overall number of housing units would increase. This alternative would not conflict with applicable plans, ordinances, and policies that address the circulation system. Under this alternative, bicycle, pedestrian, and transit facilities are expected to be the same as under the Project; therefore, it would not result in impacts on bicycle, pedestrian, and transit facilities, and conflicts with adopted plans, ordinances, or policies would not result. Therefore, the Reduced Office/Increased Housing Alternative would result in a less-than-significant impact related to conflicts with adopted plans, ordinances, or policies addressing bicycle facilities. (LTS)

  Revised Project: As with the Reduced Office/Increased Housing Alternative, the overall office square footage of the Revised Project would not conflict with applicable plans, ordinances, and policies that address the circulation system. Therefore, the Revised Project would result in a less-than-significant impact related to conflicts with adopted plans, ordinances, or policies addressing bicycle facilities, similar to the Reduced Office/Increased Housing Alternative. (LTS)

- **Impact TRA-4: Consistency with Adopted Plans, Ordinances and Policies Regarding Pedestrian Facilities (Operation).** During operation, the Project's impact on pedestrian facilities would be less than significant because the Project would improve pedestrian facilities within the Project site and along Project frontages, as well as provide safer conditions for pedestrians relative to existing conditions, consistent with the General Plan and the 2019 City Pedestrian Master Plan.

  Reduced Commercial/Increased Housing Alternative: Under the Reduced Office/Increased Housing Alternative, the overall office square footage would be reduced and the overall

number of housing units would increase. This alternative would not conflict with applicable plans, ordinances, and policies that address the circulation system. Under this alternative, bicycle, pedestrian, and transit facilities are expected to be the same as under the Project; therefore, it would not result in impacts on bicycle, pedestrian, and transit facilities, and conflicts with adopted plans, ordinances, or policies would not result. Therefore, the Reduced Office/Increased Housing Alternative would result in a less-than-significant impact related to conflicts with adopted plans, ordinances, or policies addressing pedestrian facilities. (LTS)

Revised Project: As with the Reduced Office/Increased Housing Alternative, the overall office square footage of the Revised Project would not conflict with applicable plans, ordinances, and policies that address the circulation system. Therefore, the Revised Project would result in a less-than-significant impact related to conflicts with adopted plans, ordinances, or policies addressing pedestrian facilities, similar to the Reduced Office/Increased Housing Alternative. (LTS)

- **Impact TRA-5: Vehicle Miles Traveled.** Consistent with State CEQA Guidelines Section 15064.3(b), the Project would qualify as transit supportive and therefore would not exceed the applicable VMT threshold of significance and would have a less-than-significant environmental impact on VMT**.**

  Reduced Commercial/Increased Housing Alternative: Under this alternative, ADT from new development within the Project site would decrease compared to the Project. Total VMT would most likely decrease compared to the Project (generally due to the decrease in number of commuting employees); however, the per capita or per employee VMT would tend to be similar to the Project due to the substantially similar residential and employment characteristics of this alternative. Similar to the Project, the Reduced Office/Increased Housing Alternative would qualify as a transit-supportive project and thus be assumed to have a less than-significant impact on VMT. (LTS)

  Revised Project: As with the Reduced Office/Increased Housing Alternative, under the Revised Project ADT from new development within the Project site would decrease compared to the Project and would qualify as a transit-supportive project and thus be assumed to have a less-than-significant impact on VMT. (LTS)

- **Impact TRA-6: Hazards Due to Design Features or Incompatible Uses (Operation).** During operation, the Project would not result in hazards due to design features or incompatible uses. The Project proposes an improved internal circulation network that would be designed to accommodate vehicular traffic and be balanced with other modes. Designs for intersections, driveways and multimodal facilities will be subject to City review, reducing potential conflicts between vehicles, bicyclists, pedestrians, buses, and incompatible uses. Therefore, the impact would be less than significant.

  Reduced Commercial/Increased Housing Alternative: This alternative would include design features similar to those of the Project, which are intended to reduce conflicts between vehicles and alternative modes of travel; thus, less-than-significant impacts are expected from hazardous design features or incompatible uses. (LTS)

Revised Project: The Revised Project would include design features similar to those of the Project and the Reduced Office/Increased Housing Alternative, which are intended to reduce conflicts between vehicles and alternative modes of travel; thus, less-than-significant impacts are expected from hazardous design features or incompatible uses. (LTS)

- **Impact TRA-7: Emergency Access (Operation).** During operation, the Project would not result in inadequate emergency access. Final Project designs for emergency vehicle access (EVA) roadways would be subject to City Fire Department review to ensure the adequacy of the circulation patterns and compliance with City EVA standards, such as minimum heights, as well as clearance along circulation routes. Therefore, the impact would be less than significant**.**

  Reduced Commercial/Increased Housing Alternative: Emergency access to the Project site would be similar to access under the Project because site circulation would be the same, resulting in less-than-significant impacts. (LTS)

  Revised Project: Emergency access to the Project site would be similar to access under the Reduced Office/Increased Housing Alternative because site circulation would be the same, resulting in less-than-significant impacts. (LTS)

- **Impact C-TRA-2: Cumulative Vehicle Miles Traveled.** Consistent with State CEQA Guidelines Section 15064.3(b), the Project qualifies as transit supportive and therefore, in combination with other foreseeable development in the vicinity, would not exceed an applicable VMT threshold of significance. Efficiency metrics such as VMT per resident and VMT per employee ensure that, as long as each cumulative development is below the appropriate VMT threshold, the combined VMT per resident and VMT per employee would also be below the significance threshold. Thus, a less-than significant impact finding for Project-level VMT implies a less-than-significant cumulative impact with respect to VMT. Therefore, because the Project would have a less-than-significant impact on VMT, the Project would have a less-than-significant cumulative environmental impact on VMT.

  Reduced Commercial/Increased Housing Alternative: The Reduced Office/Increased Housing Alternative combined with cumulative projects would not result in cumulative impacts for any transportation topic. As under the Project, the Reduced Commercial/Increased Housing Alternative would require preparation of a construction management plan that would be reviewed and approved by the Public Works Department, similar to requirements under Project Mitigation Measure TRA-1.1 (Construction Management Plan). Therefore, the Reduced Office/Increased Housing Alternative in combination with cumulative projects would have a less-than-significant cumulative transportation impact with mitigation, similar to the Project. (LTS/M)

  Revised Project: Similar to the Reduced Office/Increased Housing Alternative, the Revised Project combined with cumulative projects would not result in cumulative impacts for any transportation topic. Therefore, similar to the Reduced Office/Increased Housing Alternative, the Revised Project in combination with cumulative projects would have a

less-than-significant cumulative transportation impact with mitigation, similar to the Project. (LTS/M)

3. Air Quality

- **Impact AQ-1: Consistency with the Applicable Air Quality Plan.** The Project would not conflict with or obstruct implementation of the Bay Area Air Quality Management District (BAAQMD) 2017 Clean Air Plan because Project design features support attainment of California Ambient Air Quality Standard (CAAQS) and National Ambient Air Quality Standards (NAAQS) and incorporates measures to reduce building emissions, increase carbon sequestration, and support water conservation, as well as measures for stationary-source, transportation, energy, and waste management controls. Therefore, the Project would have a less-than-significant impact.

  Reduced Office/Increased Housing Alternative: The Reduced Office/Increased Housing Alternative would reduce office development at the site by 26 percent and increase residential uses at the site by 44 percent. Overall, this alternative may result in more or less construction activity, but it is not currently known with certainty. The proposed development under the Reduced Office/Increased Housing Alternative would result in similar land uses as the Project, but the quantities of each would be different. The Proposed Project would be consistent with the BAAQMD's 2017 Clean Air Plan, because it would support the primary goals of the plan, include applicable control measures from the plan, and not disrupt any of the measures from the plan. Like the Project, the Reduced Office/Increased Housing Alternative would include energy saving features and sustainability measures, such as LEED certification, alternative transit options, landfill diversion techniques, and water-saving features. The Reduced Office/Increased Housing Alternative would not disrupt implementation of any of the measures for the plan. Thus, similar to the Project, the Reduced Office/Increased Housing Alternative would not conflict with the applicable regional air quality plans. Therefore, impacts are considered less than significant, the same as the Project. (LTS)

  Similar to the Reduced Office/Increased Housing Alternative, the Revised Project, would include energy saving features and sustainability measures, such as LEED certification, alternative transit options, landfill diversion techniques, and water-saving features. The Revised Project would not disrupt implementation of any of the measures for the BAAQMD's 2017 Clean Air Plan. Thus, similar to the Reduced Office/Increased Housing Alternative, the Revised Project would not conflict with the applicable regional air quality plans. Therefore, impacts are considered less than significant, the same as the Project. (LTS)

- **Impact AQ-3: Substantial Pollutant Concentration - Localized Carbon Monoxide Hot Spots.** The Project would not expose sensitive receptors to substantial concentrations of carbon monoxide because the 1-hour and 8-hour carbon monoxide concentrations would be well below the NAAQS and CAAQS (see Table 3.3-13). Therefore, the Project would have a less-than- significant impact related to carbon monoxide hot spots.

Similar to the Reduced Office/Increased Housing Alternative, the Revised Project would generate less traffic than the Project, thus, the CO concentrations at potential hot-spots would be less than what is anticipated for the Project. As evaluated in the DEIR Table 3.3-13, worst-case CO concentrations from Project implementation are well below the CAAQS and NAAQS. Thus, CO concentrations with implementation of the Revised Project are not expected to contribute to any new localized violations of the 1-hour or 8-hour ambient air quality standards, resulting in less-than-significant impacts, which is reduced compared to the Project. (LTS)

- **Impact AQ-3: Substantial Pollutant Concentration - Criteria Air Pollutants.** Under conservative modeling assumptions described in Appendix 3.3-2, the health effects from the Project's contribution to air pollution would be minimal relative to background incidences. The Revised Project's impact would be similar, therefore, the Revised Project would have a less-than-significant impact related to certain regional criteria air pollutant emissions.

- **Impact AQ-3: Substantial Pollutant Concentration - Asbestos.** Sensitive receptors would not be exposed to substantial asbestos risks because the Project would comply with BAAQMD asbestos emission controls. The Revised Project would be subject to the same asbestos controls, therefore, the Revised Project would have a less-than-significant impact related to asbestos emissions.

- **Impact AQ-4: Odor Impacts.** The Project would not result in other emissions (such as those leading to odors) that would adversely affect a substantial number of people because the Project does not propose any changes that would affect odor-generating facilities and any odors would be brief in duration and limited in scope and subject to compliance with BAAQMD regulations. Similar to the Project, potential odor sources from construction of the Revised Project include diesel exhaust from heavy-duty equipment, diesel exhaust from delivery vehicles and weekly trash pick-up, and the use of architectural coatings during maintenance activities; limited odors may also result from residential cooking appliances during operations. Given mandatory compliance with BAAQMD regulations, no construction or operational activities for the Revised Project would create a significant level of objectionable odors. Accordingly, this impact would be less than significant, the same as the Project.

- **Impact C-AQ-1: Cumulative Consistency with the Applicable Air Quality Plan.** The Project, in combination with other foreseeable development in the vicinity, would not conflict with or obstruct implementation of the BAAQMD 2017 Clean Air Plan. Therefore, the Project's contribution to cumulative impacts would not be considerable and cumulative impacts related to consistency with an applicable air quality plan would be less than significant. As noted in the cumulative discussion in Section 3.3, *Air Quality*, the analysis

for consistency with BAAQMD's Clean Air Plan is inherently cumulative. Thus, the discussion above for the Revised Project's consistency with the Clean Air Plan (CAP) is also representative of cumulative impacts.

- **Impact C-AQ-4: Cumulative Odors**. The Project, in combination with other foreseeable development in the vicinity, would not result in other emissions (such as those leading to odors) that would adversely affect a substantial number of people because any Project related odors would be brief in duration and limited in scope and subject to compliance with BAAQMD regulations and other nearby uses would not cause odor-generating uses. The same analysis applies to the Revised Project. Therefore, the level of odors emitted by the Revised Project in combination with the level of odors associated with other nearby projects would result in a less-than-significant cumulative impact related to odors.

4. Greenhouse Gas Emissions

- **Impact GHG-1: Generate GHG Emissions (Operation).** The Project's operational GHG emissions would be less than significant because the Project would be consistent with the Santa Clara CAP through implementation of Project Design Feature GHG-1, which requires satisfaction of applicable and mandatory actions from the City's 2022 CAP checklist.

  Reduced Office/Increased Housing Alternative: Similar to the Project, operation of the Reduced Office/Increased Housing Alternative has the potential to generate GHG emissions. Vehicle traffic would include daily trips from residents, employees, customers, delivery trucks, and waste management trucks. The Reduced Office/Increased Housing Alternative would result in 17 percent fewer vehicle trips than the Project and thus the operational GHG emissions would be reduced. It is currently unknown whether the Reduced Office/Increased Housing Alternative would be consistent with the City's CAP. Because consistency with the City's CAP requires a detailed assessment of a project's features, it cannot be determined whether future development would be consistent or conflict with the plan. The level of detail necessary to determine consistency with the City's CAP is greater than the level of detail appropriate for analyzing a project's alternatives under CEQA. However, it is likely that this alternative would result in design features similar to those of the Project and be consistent with the City's CAP. This impact would be less than significant, similar to the Project. (LTS)

  Revised Project: For operations, vehicle traffic would include daily trips from residents, employees, customers, delivery trucks, and waste management trucks. The Revised Project would result in 17 percent fewer vehicle trips than the Project and thus the operational GHG emissions would be reduced. As with the Reduced Office/Increased Housing Alternative, it is currently unknown whether the Revised Project would be consistent with the City's CAP. Because consistency with the City's CAP requires a detailed assessment of a project's features, it cannot be determined whether future development would be

consistent or conflict with the plan. The level of detail necessary to determine consistency with the City's CAP is greater than the level of detail that is appropriate for analyzing a project's alternatives under CEQA. However, it is likely that this alternative would result in design features similar to those of the Project and be consistent with the City's CAP, and introducing more residential units under the Revised Project would be more closely aligned the CAP goals and policies. This impact would be less than significant. (LTS)

- **Impact GHG-2: Consistency with Applicable Plans and Policies.** The Project would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing emissions of GHGs, including the Santa Clara CAP, California Air Resources Board (CARB) 2022 Scoping Plan, and Plan Bay Area 2050. Therefore, Project impacts would be less than significant.

  Reduced Office/Increased Housing Alternative: It is currently unknown whether the Reduced Office/Increased Housing Alternative would conflict with any applicable plans or policies adopted to reduce GHG emissions because the specific design features of this alternative have not been determined. Because consistency with the City's CAP,[4] CARB's 2022 Scoping Plan, and Plan Bay Area 2050 require a detailed assessment of a project's features, it cannot be determined with certainty whether this alternative would be consistent or conflict with these plans. The level of detail necessary to determine consistency with these plans is greater than the level of detail appropriate for analyzing a project's alternatives under CEQA. However, it is likely that this alternative would result in design features similar to those of the Project and be consistent with the CAP, 2022 Scoping Plan, and Plan Bay Area 2050. This impact would be less than significant, similar to the Project. (LTS)

  Revised Project: As with the Reduced Office/Increased Housing Alternative, it is currently unknown whether the Revised Project would conflict with any applicable plans or policies adopted to reduce GHG emissions because the specific design features of this alternative have not been determined. Because consistency with the City's CAP,[5] CARB's 2022 Scoping Plan, and Plan Bay Area 2050 require a detailed assessment of a project's features, it cannot be determined with certainty whether the Revised Project would be consistent or conflict with these plans. The level of detail necessary to determine consistency with these plans is greater than the level of detail appropriate for analyzing a project's alternatives under CEQA. However, it is likely that the Revised Project would result in design features similar to those of the Project and introducing more residential units under the Revised Project would be more closely aligned with the CAP goals and policies be consistent with

[4] The CAP checklist notes that projects involving General Plan amendments may not use the CAP checklist and should quantify emissions. Similar to the Project, the Reduced Scale Alternative would involve a General Plan amendment. Nonetheless, the CAP checklist measures would be applicable to this alternative and, if implemented, would reduce Project-generated GHG emissions.

[5] The CAP checklist notes that projects involving General Plan amendments may not use the CAP checklist and should quantify emissions. Similar to the Project, the Reduced Scale Alternative would involve a General Plan amendment. Nonetheless, the CAP checklist measures would be applicable to this alternative and, if implemented, would reduce Project-generated GHG emissions.

the CAP, 2022 Scoping Plan, and Plan Bay Area 2050. This impact would be less than significant. (LTS)

5. Energy

- **Impact EN-1: Wasteful, Inefficient, or Unnecessary Consumption of Energy Resources (Operation).** Operation of the Project would not result in the wasteful, inefficient, or unnecessary consumption of energy resources during operation due to the Project's mix of uses and energy efficiency measures, including compliance with CALGreen, implementation of a TDM plan, as well as incorporation of Leadership in Energy and Environmental Design (LEED) or equivalent design requirements, use of recycled water for irrigation and non-potable water uses in commercial buildings, drought resistant landscaping, rooftop photovoltaic panels, and a new Silicon Valley Power (SVP) substation. Therefore, the Project would have a less-than-significant impact due to wasteful, inefficient, or unnecessary consumption of energy resources during operation.

  Reduced Office/Increased Housing Alternative: During operations under this alternative, compliance with CALGreen and LEED building requirements and implementation of a TDM program would result in transportation energy savings, similar to the Project. Because the Reduced Office/Increased Housing Alternative would have the same overall building area, but with a different configuration for uses (i.e., more housing and less office space), energy consumption would be similar to that of the Project. Therefore, the Reduced Office/Increased Housing Alternative would not result in the inefficient, wasteful, or unnecessary consumption of energy during operations. The impacts would be less than significant, similar to the Project. (LTS)

  Revised Project: Operations under the Revised Project would comply with CALGreen and LEED building requirements and the implementation of a TDM program which would reduce impacts to a less than significant level, similar to the Reduced Office/Increased Housing Alternative. (LTS)

- **Impact EN-2: Conflict with Energy Plan.** The Project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency because the Project would divert a minimum of 65 percent of construction waste and demolition material during construction, which would reduce the amount of fossil fuel consumed during construction and demolition waste, and operation of the Project would incorporate multiple sustainability, energy-saving, and TDM features. Therefore, the Project's impact would be less than significant.

  Reduced Office/Increased Housing Alternative: As with the Project, the Reduced Office/Increased Housing Alternative would be required to comply with State and local renewable energy and energy efficiency plans. As a result, it would benefit from renewable energy development and increases in energy efficiency. Building energy efficiency is also expected to increase as a result of compliance with Title 24 building codes, which are expected to move toward zero net energy for new construction and 100 percent renewable energy under SB 350 and SB 100 regulations. Therefore, the Reduced Office/Increased Housing Alternative would not conflict with or obstruct a State or local renewable energy

or energy efficiency plan. The impact would be less than significant, similar to the Project. (LTS)

Revised Project: As with the Reduced Office/Increased Housing Alternative, the Revised Project would be required to comply with State and local renewable energy and energy efficiency plans and impacts would be less than significant, similar to the Reduced Office/Increased Housing Alternative. (LTS)

- **Impact C-EN-1**: **Cumulative Wasteful, Inefficient, or Unnecessary Consumption of Energy Resources**. The Project, in combination with other past, present and foreseeable development in the vicinity, would not cumulatively result in the wasteful, inefficient, or unnecessary consumption of energy resources during Project construction and operation because the Project and other future projects nearby would incorporate energy saving features during construction and operation. Therefore, the cumulative impact would be less than significant.

  Reduced Office/Increased Housing Alternative: Similar to the Project, it is anticipated that future energy users will become more efficient and less wasteful over time and will not create significant cumulative energy impacts. Because a significant cumulative energy impact would not result under cumulative conditions, the Reduced Office/Increased Housing Alternative would not contribute to a cumulative impact. Therefore, the impact would be less than significant, similar to the Project. (LTS)

  Revised Project: Similar to the Reduced Office/Increased Housing Alternative, it is anticipated that future energy users will become more efficient and less wasteful over time and will not create significant cumulative energy impacts. Therefore, impacts of the Revised Project would be less than significant, similar to the Reduced Office/Increased Housing Alternative. (LTS)

- **Impact C-EN-2: Cumulative Conflict with Energy Plan.** The Project, in combination with other past, present and foreseeable development in the vicinity, would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency during construction or operation because future projects would incorporate energy-saving features. Therefore, the cumulative impact would be less than significant.

  Reduced Office/Increased Housing Alternative: Similar to the Project, it is anticipated that future energy users will become more efficient and less wasteful over time and will not create significant cumulative energy impacts. Because a significant cumulative energy impact would not result under cumulative conditions, the Reduced Office/Increased Housing Alternative would not contribute to a cumulative impact. Therefore, the impact would be less than significant, similar to the Project. (LTS)

  Revised Project: Similar to the Reduced Office/Increased Housing Alternative, it is anticipated that future energy users will become more efficient and less wasteful over time and will not create significant cumulative energy impacts. Therefore, impacts of the Revised Project would be less than significant, similar to the Reduced Office/Increased Housing Alternative. (LTS)

6. Noise

- **Impact NOI-1: Construction Noise (Daytime Onsite Land Uses)**. The Project would have a less- than-significant impact on onsite residential land uses during daytime hours because the construction activities would be temporary in nature, would not conflict with the City code, and comparison of the noise level experienced at future onsite sensitive land uses to existing ambient noise is not appropriate because future occupants are not currently onsite and thus do not experience the existing ambient noise level.**Impact NOI-1: Construction Noise (Construction Haul and Vendor Truck Noise)**. The Project would have a less-than-significant impact related to haul and vendor truck trip noise because the addition of 686 haul truck trips per day would not result in an increase in traffic noise greater than 3 decibels (dB), which is considered "barely noticeable," at any analyzed segment and therefore would not be perceptible.

  Reduced Office/Increased Housing Alternative: Noise from construction haul trucks, which was found to be less than significant for the Project, would be less than significant for this alternative, however, because there would be fewer haul trucks than the Project. (LTS)

  Revised Project: Similar to the Reduced Office/Increased Housing Alternative, noise from construction haul trucks would be less than significant for the Revised Project, because there would be fewer haul trucks than the Project.

- **Impact NOI-2**: **Operational Noise from Traffic.** The Project would result in increased traffic volumes on existing roadways in the Project area because new residences and places of employment would be added on the Project site. However, the Project would not result in a noticeable increase in traffic noise compared to no-Project conditions. Therefore, noise impacts related to increased traffic during operation would be less than significant.

  Reduced Office/Increased Housing Alternative: This alternative is estimated to generate up to 30,428 external vehicle trips, which is approximately 17 percent less than the 36,981 vehicle trips from the Project. Because the Reduced Office/Increased Housing Alternative would only generate 83 percent of the total vehicle trips generated by the Project, the resulting traffic noise would be slightly less with this alternative than with the Project. The Project would result in significant traffic noise impacts at a roadway segment if the Project-related increase in noise is 3 dBA or greater. The greatest increase in noise at any roadway from Project related traffic would be 2.9 dB, which does not constitute a significant noise impact. Since the Reduced Office/Increased Housing Alternative would result in 17 percent less traffic than the Project, the increase in noise at all roadway segments would very likely be less than that of the Project. Therefore, because the greatest Project-related increase in traffic noise would be 2.9 dB and this alternative would result in a lesser increase, this alternative would not exceed the 3 dB threshold, resulting in a less-than-significant impact, similar to but slightly less than that of the Project. (LTS)
  Revised Project: The Revised Project is estimated to generate up to 30,428 external vehicle trips, which is the same as the Reduced Office/Increased Housing Alternative and approximately 17 percent less than the 36,981 vehicle trips from the Project. As evaluated in the EIR, the greatest increase in noise at any roadway from Project-related traffic would

be 2.9 dB, which is less than what is considered noticeable and does not constitute a significant noise impact. Since the Revised Project would result in 17 percent less traffic than the Project, the increase in noise at all roadway segments would very likely be less than that of the Project. Therefore, the Revised Project would not exceed the 3 dB threshold, resulting in a less-than-significant impact, similar to the Reduced Office/Increased Housing Alternative. (LTS)

- **Impact NOI-2**: **Operational Noise from Amplified Music.** Project operation could include the use of amplified music from events in the general green area of the Project site that may impact nearby uses. However, any such amplified music would be required to comply with applicable noise regulations. Therefore, impacts related to amplified noise during operation would be less than significant.

  Reduced Office/Increased Housing Alternative: Noise from other sources associated with operations, such as amplified music and sound from events, human speech and music at the outdoor balconies would be similar in magnitude to noise under the Project. Although this alternative would have a different mix of development, the level of noise from events and balconies would not differ substantially. The occurrence of the noise may be more frequent with the Project due to the greater commercial uses, but the noise levels would be approximately the same. Noise impacts from these sources would be less than significant for the Project and thus also less than significant for the Reduced Office/Increased Housing Alternative. (LTS)

  Revised Project: Noise from other sources associated with operations, such as amplified music and sound from events, human speech and music at the outdoor balconies would be similar in magnitude to noise as the Reduced Office/Increased Housing Alternative. The impact would be less than significant. (LTS)

- **Impact NOI-2**: **Operational Noise from Truck Loading.** Impacts related to truck loading during Project operations would be less than significant because loading activities would be temporary, dispersed among many loading zones, and occur throughout the day.

  Reduced Office/Increased Housing Alternative: Noise truck loading would be similar in magnitude to noise under the Project. Although this alternative would have a different mix of development, the level of noise from truck loading would not differ substantially. The occurrence of the noise may be more frequent with the Project due to the greater commercial uses, but the noise levels would be approximately the same. Noise impacts from these sources would be less than significant for the Project and thus also less than significant for the Reduced Office/Increased Housing Alternative. (LTS)

  Revised Project: Noise from truck loading would be similar in magnitude to noise as the Reduced Office/Increased Housing Alternative. The impact would be less than significant. (LTS)

- **Impact NOI-2**: **Operational Noise from Parking Garage.** Impacts related to parking garage use during Project operations would be less than significant because noise from parking garages would not be expected to exceed the City's criteria of 55 A-weighted

decibel (dBA) and 50 dBA at residential receptors during daytime and nighttime hours, respectively, or 60 dBA at commercial or office uses during nighttime hours.

Reduced Office/Increased Housing Alternative: Noise from parking garage activity, would be similar in magnitude to noise under the Project. Although this alternative would have a different mix of development, the level of noise from parking garage activity would not differ substantially. The occurrence of the noise may be more frequent with the Project due to the greater commercial uses, but the noise levels would be approximately the same. Noise impacts from these sources would be less than significant for the Project and thus also less than significant for the Reduced Office/Increased Housing Alternative. (LTS)

Revised Project: Noise from other sources associated with operations, such as amplified music and sound from parking garage activity, would be similar in magnitude to noise as the Reduced Office/Increased Housing Alternative. The impact would be less than significant. (LTS)

- **Impact NOI-3: Ground-borne Vibration and Noise (Damage to Structures)**. The Project would have a less-than-significant impact related to damage to structures from ground-borne vibration because the vibration levels at residential and commercial uses would be less than applicable damage criterions.

- **Impact NOI-3: Ground-borne Vibration and Noise (Daytime Construction Offsite Residential)**. The Project would have a less than significant annoyance-related vibration impacts from daytime construction activities at offsite residences because the level of vibration would be barely perceptible.

- **Impact NOI-3: Ground-borne Vibration and Noise (Nighttime Construction Onsite and Offsite Land Uses)**. The Project would have less than significant annoyance-related vibration impacts from nighttime construction activities at offsite residential uses because the level of vibration would not be perceptible. The level of vibration would be perceptible for offsite commercial uses and onsite commercial and residential uses, but based on Table 3.6-3 the vibration would not be considered excessive. Therefore, annoyance-related vibration impacts from nighttime construction would be less than significant.

- **Impact NOI-3: Ground-borne Vibration and Noise (Operation)**. The Project would have a less- than-significant impact related to ground-borne vibration and noise during operation because Project operation would not involve use of equipment that could generate excessive ground-borne vibration.

- **Impact NOI-4: Aircraft Noise**. The Project would not expose people residing or working in the Project area to excessive noise levels from aircraft because the Project site does not fall within the 60 dBA CNEL noise contour or the San Jose International Airport. Therefore, impacts would be less than significant.

- **Impact C-NOI-2: Cumulative Operational Noise from Traffic and Other Operational Noises.** The Project's contribution to the significant cumulative traffic noise impacts would be less than 3 dB for all analyzed segments. Therefore, the Project's contribution to

cumulative impacts related to operational noise from traffic would not be cumulatively considerable and less than significant. Any future new residential units would be farther away than the distance used to evaluate impacts from other operational sources on onsite residential uses. Therefore, cumulative impacts related to other operational noises would be less than significant.

Reduced Office/Increased Housing Alternative: With regard to traffic noise effects, future regional growth in the Project vicinity would result in increases in traffic that would cumulatively increase traffic noise. As evaluated in Table 3.3-14, the increase in traffic noise for the cumulative conditions relative to existing conditions would be a maximum of 9.3 dB, which would be a noticeable and thus significant increase in noise. However, Table 3.3-14 also presents the Project-only contribution to cumulative noise impacts (i.e., relative to future conditions without theProject), and the Project contribution would be 2.2 dB, which would not be noticeable. Thus, because the Reduced Office/Increased Housing Alternative would have approximately 17 percent fewer vehicle trips in the cumulative conditions, the contribution from this alternative would be less than 2.2 dB and thus not noticeable. Therefore, the Reduced Office/Increased Housing Alternative's contribution to the cumulative traffic noise impact would be less than significant, similar to the Project. (LTS)

Revised Project: With regard to traffic noise effects, future regional growth in the Project vicinity would result in increases in traffic that would cumulatively increase traffic noise. As evaluated in Table 3.3-14 of the EIR, the Project-only contribution to cumulative noise impacts (i.e., relative to future conditions without the Project) would be 2.2 dB, which would not be noticeable. As with the Reduced Office/Increased Housing Alternative, the Revised Project would have approximately 17 percent fewer vehicle trips in the cumulative conditions than the Project, and the contribution of traffic noise would thus be less than 2.2 dB and thus not noticeable. Therefore, the Revised Project's contribution to the cumulative traffic noise impact would be less than significant, similar to the Reduced Office/Increased Housing Alternative. (LTS)

- **Impact C-NOI-3: Cumulative Ground-borne Vibration and Noise Levels (Operation)**. The Project would have a less-than-significant cumulative impact related to ground-borne vibration and noise during operation because Project operation would not involve use of equipment that could contribute excessive ground-borne vibration. The Revised Project would have less than significant impacts for the same reasons.

7. Cultural Resources

- **Impact CUL-1: Built Environment.** There are no built-environmental historical resources present on the Project site. Therefore, the Project would not cause a substantial adverse change in the significance of a historical resource pursuant to State CEQA Guidelines Section 15064.5 and there would be no impact on built environment historical resources.

- **Impact CUL-2: Archaeological Resources (Operation).** Archaeological deposits would not be encountered during Project operations, nor would Project operations result in an

adverse change in a buried archaeological deposit that could qualify as a historical resource and/or unique archaeological resource. Therefore, there would be no impact related to buried archaeological deposits during Project operations.

- **Impact CUL-3. Human Remains (Operation).** Human remains would not be encountered during the Project operations, nor would Project operations disturb human remains. Therefore, there would be no impact to human remains from operation of the Project.

- **Impact C-CUL-1: Cumulative Impacts on Archaeological Resources and Human Remains (Operation).** Cumulative impacts on archaeological resources and human remains would not occur during operations of the Project or cumulative projects because cumulative impacts would occur during construction. Therefore, there would be no impact to buried archaeological deposits or human remains from Project operation under cumulative conditions.

8. Biology

- **Impact BIO-1: Loss or Damage to Special-Status Plants.** The Project would result in no impact on special-status plant species because no special-status plant species have been documented on the Project site and natural vegetation communities are not present on the Project site.

- **Impact BIO-1: Loss or Damage to Special-Status Species Other Than Nesting Birds and Bats.** The Project will have no impact on special-status species other than nesting birds and bats because no special-status species, other than nesting birds and bats, have been documented on the Project site and hydrological features supporting such species are not present on the Project site.

- **Impact BIO-1: Loss or Damage to Special-Status Species - Nesting Birds and Bats (Operation).** The Project would have less-than-significant impacts to nesting birds and bats during operations because any nesting birds and bats would become acclimated to the operational noise when choosing nesting or roosting sites or when birds are building nests on the Project site.

- **Impact BIO-2: Loss or Degradation of Riparian Habitat or Sensitive Natural Communities.** The Project would have no impact on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service because no such habitats or communities are present on the Project site.

- **Impact BIO-3: State or Federally Protected Wetlands.** The Project would not result in substantial adverse effects on State or federally protected wetlands through direct removal, filling, hydrological interruption, or other means because no federally protected wetlands occur on the Project site and compliance with the Stormwater Pollution Prevention Plan and Best Management Practices from the Municipal Regional Stormwater National

Pollutant Discharge Elimination System (NPDES) Permit address any indirect impacts to nearby wetlands. Therefore, the Project will have less-than-significant impact.

Reduced Office/Increased Housing Alternative: Similar to the Project, operation of the Reduced Office/Increased Housing Alternative would not result in significant impacts on State- or federally protected wetlands. During construction, the Reduced Office/Increased Housing Alternative would result in the same amount of demolition as the Project and the same amount of development and floor area. Runoff under this alternative would be the same as the Project since the same amount of floor area and the same building footprints would be constructed. In order to meet the federal, state, and local permit and policy requirements, projects must incorporate impervious surfaces, tree planters, grassy swales, bioretention and/or detention basins, and other features, which would be included as part of the Reduced Office/Increased Housing Alternative site plans. Compliance with the SWPPP during construction, as well as post-construction measures and design features required by the MRP, would reduce the potential impact from the Reduced Office/Increased Housing Alternative on Calabazas Creek to a less-than significant level. Impacts would be the same as the Project. (LTS)

Revised Project: Similar to the Reduced Office/Increased Housing Alternative, operation of the Revised Project would not result in significant impacts on State- or federally protected wetlands. Compliance with the SWPPP during construction, as well as post-construction measures and design features required by the MRP, would reduce the potential impact from the Revised Project on Calabazas Creek to a less-than significant level. Impacts would be the same as the Reduced Office/Increased Housing Alternative. (LTS)

- **Impact BIO-4: Interfere with Movement of Native Resident or Migratory Fish Species.** The Project would have no impact on the movement of fish species because there are no hydrological features onsite.

- **Impact BIO-4: Interfere with Wildlife Corridors.** The Project would have no impact on wildlife corridors because there are no known wildlife corridors on or directly adjacent to the Project site and wildlife will be able to move in and along Calabazas Creek during Project construction and operation.

- **Impact BIO-4: Impede Use of Native Wildlife Nursery Sites or Interfere with Movement of Native Migratory Wildlife Species (Nesting Birds During Operation).** The Project would have less-than-significant impacts on nesting birds during operation because any birds would become acclimated to the operational noise when choosing nesting sites and during building. The Revised Project would have less than significant impacts for the same reasons.

- **Impact BIO-5: Conflicts with Local Policies or Ordinances Protecting Biological Resources (Construction)**. The Project would result in the removal and replacement of trees in compliance with City regulations; therefore, construction impacts related to conflicts with local policies or ordinances protecting biological resources would be less than significant.

- **Impact BIO-5: Conflicts with Local Policies or Ordinances Protecting Biological Resources (Operation).** During operation the Project would not result in conflicts with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance because all replacement trees would be planted during construction of the Project, and therefore there would be no impact.

- **Impact BIO-6: Conflict with a Habitat Conservation Plan or Natural Community Conservation Plan.** The Project would not conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or State habitat conservation plan and no impact would occur, because the Project site is outside the Santa Clara Valley Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP) permit area, the Project is not a covered activity and no species covered by the HCP/NCCP are expected to occur on the Project site.

- **Impact C-BIO-1: Cumulative Special-Status Species—Nesting Birds and Bats (Operation).** The Project and identified cumulative projects would have less-than-significant impacts on nesting birds and roosting bats during operations because any birds and bats would become acclimated to the operational noise when utilizing available habitat.

- **Impact C-BIO-2: Cumulative State or Federally Protected Wetlands.** The Project, in combination with other foreseeable development in the vicinity, would not result in substantial adverse effects on State or federally protected wetlands through direct removal, filling, hydrological interruption, or other means because the Project and other foreseeable development would be required to comply with the State requirements found in the Construction General Permit if more than 1 acre would be affected as well as requirements of the Regional Water Board, Bay Region, and the Municipal Regional Permit (MRP). The Project would protect water quality through BMPs during construction and until the site is stabilized and after construction by incorporating low-impact development practices into the design to prevent pollution from stormwater runoff, promote infiltration, and slow the volume of water coming from the Project site. Therefore, the Project would have less than significant cumulative impact.

- **Impact C-BIO-3: Cumulatively Impede Use of Native Wildlife Nursery Sites or Interfere with Movement of Native Migratory Wildlife Species (Operation).** The Project and identified cumulative projects would have less-than-significant impacts on wildlife nursery sites, specifically birds and their active nests, during operations because any birds would become acclimated to the operational noise when utilizing available habitat**.**

- **Impact C-BIO-4: Cumulative Conflicts with Local Policies or Ordinances Protecting Biological Resources (Construction).** The Project, in combination with other foreseeable development in the vicinity, would not result in conflicts with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance, because the Project would replace trees at a ratio that would be consistent with General Plan policies. Therefore, cumulative impacts would be less than significant.

- **Impact C-BIO-4: Cumulative Conflicts with Local Policies or Ordinances Protecting Biological Resources (Operation).** The Project, in combination with other foreseeable development in the vicinity, would not result in conflicts with any local policies or ordinances protecting biological resources, such as the City's tree protection ordinance, during operation because all replacement trees would be planted during the construction phase of the cumulative projects and the Project. Therefore, there would be no cumulative impact.

9. Geology and Soils

- **Impact GEO-1: Landslides.** The Project would result in no impact related to landslides because the topography of the Project site and surrounding areas is relatively flat and not susceptible to landslides, and the Project site is not within or near a recognized Landslide Hazard Zone.

- **Impact GEO-1: Seismicity (Rupture of Known Earthquake Fault)**. The Project would not directly or indirectly cause potential substantial or adverse effects, including the risk of loss, injury, or death, involving rupture of a known earthquake fault, strong seismic ground shaking, or seismically related ground failure, because the Project site is not within a Alquist-Priolo Earthquake Fault Zone or Santa Clara County Fault Hazard Zone and no known active or potentially active faults exist on the Project site. Therefore, the impact would be less than significant.

- **Impact GEO-1: Seismicity (Groundshaking and Liquefaction).** The Project would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death, involving strong ground shaking, or seismically related ground failure because the Project would implement geotechnical recommendations of a design-level geotechnical report as required by the California Building Code and Santa Clara Municipal Code. Therefore, the Project would result in a less-than-significant impact.

- **Impact GEO-2: Erosion or Loss of Topsoil (Construction).** The Project would not result in substantial soil erosion or the loss of topsoil during construction because the Project will comply with the State Water Resources Control Board's Construction General Permit, including the Project's Stormwater Pollution Prevention Plan (SWPPP). Therefore, the Project would result in a less-than-significant impact.

- **Impact GEO-2: Erosion or Loss of Topsoil (Operation).** The Project would not result in substantial soil erosion or the loss of topsoil during operation because the Project site would be covered with buildings, pavement, and landscaping, which would minimize the potential for post-development erosion. Therefore, operation and maintenance of the Project would result in less-than-significant impacts.

- **Impact GEO-3: Soil Instability (Operation).** Operation of the Project would not result in unstable soil that could be subject to collapse because operations would not create new significant loads or require ongoing dewatering. Operation of the Project would result in no impacts related to static settlement, collapse or subsidence of unstable soil.

- **Impact GEO-3: Soil Instability (Lateral Spreading).** Potential impacts from lateral spreading due to construction of the Project would be less than significant because the potentially liquefiable layers under the Project site are not continuous and the soils have adequate cohesion.

- **Impact GEO-4: Expansive Soil.** The Project would not create substantial direct or indirect risks to life or property as a result of being located on expansive soil because the Project would be required to submit a design-level geotechnical report to the City for review and approval prior to the issuance of building and grading permits. The Project Sponsor would implement the geotechnical recommendations of the design-level geotechnical report to address expansive soil hazards and ensure the integrity of structures and other improvements. Accordingly, this impact would be less than significant.

- **Impact GEO-5: Septic Tanks and Alternative Wastewater Systems**. Sewer services at the Project site would be provided by the City of Santa Clara Sewer Utility. No septic tanks or alternative wastewater systems are proposed. The Project would not require soils that would be capable of supporting septic systems, resulting in no impact.

- **Impact GEO-6: Paleontological Resources (Operation).** There would be no impact on paleontological resources during Project operation because any impact on paleontological resources would occur during the construction phase of the Project.

- **Impact C-GEO-1: Cumulative Seismicity Impacts.** The Project, in combination with other foreseeable development in the vicinity, would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death, involving rupture of a known earthquake fault, strong seismic ground shaking, or seismically related ground failure because potential impacts of the Project related to seismicity would be localized and specific to the Project site and would not combine with other projects to create a cumulative impact. Therefore, no impact related to seismicity would result from the Project under cumulative conditions.

- **Impact C-GEO-2: Cumulative Erosion or Loss of Topsoil.** The Project, in combination with other foreseeable development in the vicinity, would not result in substantial soil erosion or loss of topsoil because potential impacts of the Project related to erosion or loss of topsoil would be localized and specific to the Project site and would not combine with other projects to create a cumulative impact. Therefore, no impact related to erosion or loss of topsoil would result from the Project under cumulative conditions.

- **Impact C-GEO-3: Cumulative Collapse of Unstable Soil.** The Project, in combination with other foreseeable development in the vicinity, would not result in the collapse of unstable soil because potential impacts of the Project related to collapse of unstable soil would be localized and specific to the Project site and would not combine with other projects to create a cumulative impact. Therefore, no impact related to the collapse of unstable soil would result from the Project under cumulative conditions.

- **Impact C-GEO-4: Cumulative Settlement or Subsidence of Unstable Soil (Operation)**. The Project, in combination with other foreseeable development in the vicinity, would not

result in static settlement or subsidence during Project operation because the Project and cumulative projects would not create new significant loads that could trigger additional static settlement. The walls of the below-grade parking areas on the Project site would be waterproofed so that permanent dewatering would not be required during operation of the Project. Similar waterproofing would be required for structures extending below the groundwater table at the sites for cumulative projects, if any. Therefore, operation of the Project and cumulative projects would not result in the subsidence of unstable soil. Therefore, operation of the Project would result in no impacts related to static settlement or the subsidence of unstable soil under cumulative conditions.

- **Impact C-GEO-5: Cumulative Expansive Soil Impacts.** The Project, in combination with other foreseeable development in the vicinity, would not create substantial direct or indirect risks to life or property as a result of being located on expansive soil because potential impacts of the Project related to expansive soil would be localized and specific to the Project site and would not combine with other projects to create a cumulative impact. Therefore, no impact related to expansive soil would result from the Project under cumulative conditions.

- **Impact C-GEO-6: Cumulative Paleontological Resources Impacts (Operations).** There would be no impact on paleontological resources during operation of any cumulative project or the Project; any impact on paleontological resources would occur during the construction phase of the Project. Therefore, there would be no impact during operation under cumulative conditions.

10. Hydrology and Water Quality

- **Impact WQ-1: Water Quality (Construction Discharge).** The Project would involve construction activities, including excavation and grading, which can increase the potential for erosion and sedimentation from stormwater runoff and for the leaching/transport of potential contaminants from disturbed soil. The Project would not violate any waste discharge requirements during construction because compliance with State, regional and local regulation would ensure protection of surface water and ground water quality during construction activities. Therefore, impacts related to discharges of construction dewatering effluent would be less than significant.

- **Impact WQ-3: Drainage Patterns (Erosion and Siltation).** Construction activities would involve excavation and grading, which could temporarily alter drainage patterns and expose soil to potential erosion. Compliance with the Construction General Permit would ensure that construction of the Project would result in less-than-significant impacts. During operation, the Project site would be covered by structures, pavement, and landscaping, with no ongoing soil exposure or disturbance that could result in erosion or siltation. Compliance with the MRP would have a beneficial effect on the quality of stormwater runoff from the Project site compared to the existing condition. Therefore, construction and operation of the Project would result in less-than-significant impacts related to erosion/siltation or creating other sources of polluted runoff.

- **Impact WQ-3: Drainage Patterns (Dam Failure).** The Project site is within the dam failure inundation areas of multiple dams operated by Valley Water. Although the Project could impede or redirect flooding from dam failure inundation, the likelihood of dam failure is low because these dams are regularly inspected by the Division of Safety of Dams (DSOD). Furthermore, reservoir restrictions are already in place for Anderson Dam, which was the only dam to be rated "poor" by DSOD. Therefore, the Project would result in less-than-significant impacts related to impeding or redirecting floodflows from dam failure inundation.

- **Impact WQ-4: Release of Pollutants Due to Inundation (Tsunami and Seiches).** No impacts related to the release of pollutants would occur due to a tsunami or seiches because the Project is not within a Tsunami Hazard Zone or an area subject to effects of seiches. The Project site is within the dam failure inundation areas of multiple dams operated by Valley Water. If a seiche were to occur in the reservoirs of any of these dams, it could cause overtopping of the dams and result in inundation of downstream areas. Because these dams are many miles upstream from the Project site, potential inundation caused by a seiche overtopping any of these facilities would be expected to remain within the creeks near the Project site.

- **Impact WQ-4 Due to Inundation (Flooding During Operation).** The Project would be designed to accommodate future flooding and sea-level rise (SLR), Therefore, the Project would not be at risk from pollutants being released due to inundation during operation and impacts would be less than significant.

- **Impact C-WQ-3: Cumulative Drainage Pattern Impacts (Erosion and Siltation).** Construction of the Project would involve excavation and grading that could temporarily alter drainage patterns and expose soil to potential erosion. Compliance with the Construction General Permit would ensure that construction of the Project would not create cumulatively considerable impacts related to erosion and siltation or other sources of polluted runoff; the Project's contribution to cumulative impacts would not be considerable. During operation of the Project and cumulative projects, ground surfaces would be covered by structures, pavement, and landscaping, with no ongoing soil exposure or disturbance that could result in erosion and siltation. Required compliance with the MRP would also have a beneficial effect on the quality of stormwater runoff from the Project site and cumulative projects compared to existing conditions. Therefore, compliance with the MRP would ensure that operation of the Project would not create cumulatively considerable impacts related to erosion and siltation or other sources of polluted runoff; the Project's contribution to cumulative impacts would not be considerable. Cumulative impacts related to soil erosion are less than significant.

- **Impact C-WQ-4: Cumulative Release of Pollutants Due to Inundation (Tsunami and Seiches)**. The Project site and the sites for cumulative projects are not within a Tsunami Hazard Area. The Project site would not be subject to inundation by seiches and cumulative projects would also not be subject to inundation by seiches for the same reasons. Therefore, no cumulative impacts related to the release of pollutants in the event of a tsunami or seiche would occur.

- **Impact C-WQ-4: Cumulative Release of Pollutants Due to Inundation (Flooding During Operation).** The Project and cumulative projects that are intersected by special flood hazard areas would be designed to accommodate future flooding conditions in accordance with Chapter 15.45 of the City Code. The Project has been designed to accommodate future flooding conditions and SLR. Therefore, operation of the Project would not result in a risk related to the release of pollutants due to flooding, and this cumulative impact would be less than significant.

11. Hazards and Hazardous Materials

- **Impact HAZ-1: Routine Transport, Use, or Disposal of Hazardous Materials.** Hazardous materials (e.g., fuel, oils, paints) would be routinely transported, stored, and used at the Project site during construction activities. Because the Project would result in land disturbance involving more than 1 acre, the management of soil and hazardous materials during construction activities would be subject to the requirements of the NPDES Construction General Permit, which requires preparation and implementation of a SWPPP that includes hazardous materials storage requirements. Construction of the Project would result in the generation of various waste materials that would require recycling and/or disposal, including some waste materials that could be classified as hazardous waste. Hazardous materials would be transported by a licensed hazardous waste hauler and disposed of at facilities that are permitted to accept such materials, as required by the Department of Transportation (DOT), Resource Conservation and Recovery Act (RCRA), and State regulations. Compliance with existing regulations would ensure that potential impacts related to the routine transport, use, or disposal of hazardous materials during construction of the Project would be less than significant. Operation of the Project would involve the routine storage and use of small quantities of commercially available hazardous materials for routine maintenance (e.g., painting and cleaning); this could also include the generation of medical wastes related to laboratories and research-and-development facilities. Any laboratory spaces on the Project site would be required to be designed, constructed, and operated in accordance with the California Fire Code, which includes requirements for the use and storage of hazardous or flammable materials as well as hazardous or flammable fumes and exhaust systems. If hazardous materials would be stored in excess of specific quantities during Project operation, the Project would be required to comply with existing hazardous materials regulations, including preparation of a Hazardous Materials Business Plan (HMBP), which is enforced by the City's Community Risk Reduction Division. Compliance with Occupational Safety and Health Administration (OSHA) and Cal/OSHA regulations, the California Fire Code, California Health and Safety Code Division 20, Chapter 6.5, CCR, DOT, RCRA, and federal, State, regional, and local regulations would ensure that the Project would not create a significant hazard to the public or the environment associated with the routine transport, use, or disposal of hazardous materials. Such materials would be properly handled during construction and operation of the Project. Therefore, this impact would be less than significant.

- **Impact HAZ-2: Accidental Releases of Hazardous Materials (Hazardous Building Materials).** Impacts related to the removal and disposal of hazardous buildings materials would be less than significant during Project construction and operation. Hazardous building materials removed prior to demolition activities must be transported in accordance

with DOT regulations and disposed of in accordance with the RCRA, TSCA, CCR, and/or the California Universal Waste Rule at a facility permitted to accept the wastes. Compliance with Cal/OSHA's Construction Lead Standard and ACM regulations, CCR Title 8, Section 1532.1, Department of Health Services Regulation 17, CCR Sections 35001 through 36100, BAAQMD regulations under Rule 11-2, TSCA, DTSC hazardous waste rules, and other federal and State regulations (e.g., universal waste regulations), the Municipal Regional Stormwater NPDES Permit, and BASMAA protocols would ensure that potential construction and operational impacts of the Project related to the accidental release of hazardous building materials into the environment would be less than significant.

- **Impact HAZ-2: Accidental Releases of Hazardous Materials (Spills, Leaks, or Improver Disposal of Hazardous Materials).** Impacts related to accidental spills, leaks, and improver disposal of hazardous materials would be less than significant during Project construction and operation. The Project would prepare and implement a SWPPP to reduce the risk of spills or leaks that might reach the environment, including procedures to address minor spills of hazardous materials. Measures to control spills, leakage, and dumping must be addressed through structural as well as nonstructural best management practices (BMPs). For example, equipment and materials for the cleanup of spills must be available onsite, and spills and leaks must be cleaned up immediately, with contaminated materials disposed of properly. BMPs also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. The transport of hazardous materials is subject to both federal and State regulations and if a discharge or spill of hazardous materials occurs during transportation, the transporter is required to take appropriate immediate action to protect human health and the environment (e.g., notify local authorities and contain the spill); the transporter is also responsible for the discharge cleanup. If significant quantities of hazardous materials would be stored at the Project site during operation, or if medical waste would be generated, compliance with City hazardous materials programs, as administered by the Community Risk Reduction Division, and compliance with DEH's Medical Waste Management Program would require hazardous materials and medical waste to be properly labeled, stored, and disposed of; training and planning would also be required to ensure appropriate responses to spills and emergencies. Compliance with existing regulations regarding the management, transport, and disposal of hazardous materials would ensure that potential impacts related to spills, leaks, or improper disposal of hazardous materials handled during construction and operation of the Project would be less than significant.

- **Impact HAZ-3: Hazardous Emissions within 0.25 Mile of Schools.** The Project would not emit hazardous emissions or involve handling hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school because the Project site is not within 0.25 of an active or pending school. Therefore, the Project would have no impact related to hazardous emissions within 0.25 mile of a school.

- **Impact HAZ-4: Government Code Section 65962.5.** The Project site is not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would not create a significant hazard to the public or the environment. Therefore, the Project would have no impact related to listed hazardous sites.

- **Impact HAZ-5: Aviation Hazards**. The Project would not result in a safety hazard or excessive noise for people residing or working in the Project area due to proximity to San José International Airport because any proposed structure or building, including temporary construction cranes, on the Project site that could exceed an imaginary surface radiating at 100:1 (horizontal:vertical) from the runways of San José International Airport (this imaginary surface extends from approximately 168 feet above ground level (AGL) at the southeast portion of the Project site to approximately 185 feet AGL at the northwest portion of the Project site) would require submittal to the Federal Aviation Administration (FAA) for airspace safety review. For each building or structure with a maximum proposed height exceeding this imaginary surface, the Project must obtain a "Determination of No Hazard" from the FAA for each rooftop corner and any additional higher points. In addition, compliance with FAR Part 77 would ensure that the Project would be reviewed by the FAA and that any recommendations from the FAA for alteration of the Project's designs, markings, or lighting would be implemented to ensure that operation of the Project would not create aviation hazards. Therefore, compliance with conditions set forth by the FAA in its determinations and FAR Part 77 would ensure that the Project would not create aviation hazards and potential construction and operational impacts of the Project related to aviation hazards would be less than significant.

- **Impact HAZ-6: Emergency Response and Evacuation.** The Project would not impair or physically interfere with an adopted emergency response plan or emergency evacuation plan because construction activities that would result in temporary roadway closures would require traffic permits from the City and a traffic control plan, which would maintain emergency response and evacuation access through appropriate traffic control measures and detours. The Project would not impair or interfere with the City's ability to implement the emergency preparation or response actions described in the Local Hazard Mitigation Plan or Emergency Operations Plan (EOP). The Project would be built to adhere to all safety requirements required by the City and would not interfere with emergency response actions. Implementation of City General Plan policies related to emergency response and evacuation, including Policies 5.10.5-P1 through 5.10.5-P4 would ensure that the City would maintain an effective emergency response program that would account for development of the Project. Therefore, construction and operation of the Project would have a less-than-significant impact related to emergency response and evacuation.

- **Impact HAZ-7: Wildfire.** The Project would not expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires because the Project site and surrounding areas are highly urbanized and not located near heavily vegetated areas or wildlands that could be susceptible to wildfire. The Project site and surrounding areas are in a Local Responsibility Area and not within or near a Very High Fire Hazard Severity Zone, as mapped by the California Department of Forestry and Fire Protection (CAL FIRE). Therefore, the Project would have no impact related to wildland fire hazards.

- **Impact C-HAZ-1: Cumulative Routine Transport, Use, or Disposal of Hazardous Materials.** The Project, in combination with other foreseeable development in the vicinity, would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials because the Project and other foreseeable

development in the vicinity would be required to comply with existing hazardous materials regulations, including OSHA and Cal/OSHA regulations; the California Fire Code; California Health and Safety Code Division 20, Chapter 6.5, Chapter 6.67, Chapter 6.7, and Chapter 6.95; CCR; DOT; RCRA; and federal, State, regional, and local regulations, which would ensure that the Project and cumulative projects would not create a significant hazard to the public or the environment associated with the routine transport, use, or disposal of hazardous materials during construction or operation. Therefore, the Project would not result in cumulatively considerable impact related to the routine transport, use, or disposal of hazardous materials.

- **Impact C-HAZ-2: Cumulative Accidental Releases of Hazardous Materials (Operation).** The Project, in combination with other foreseeable development in the vicinity, would not create a significant hazard to the public or the environment through reasonably foreseeable upset or accident conditions involving the release of hazardous materials into the environment during operation because required compliance with existing hazardous materials regulations, including OSHA and Cal/OSHA regulations; the California Fire Code; California Health and Safety Code Division 20, Chapter 6.5, Chapter 6.67, Chapter 6.7, and Chapter 6.95; CCR; DOT; RCRA; and federal, State, regional, and local regulations, would ensure that the Project and cumulative projects, when operational, would not create a significant hazard to the public or the environment associated with an accidental release of hazardous materials. Therefore, the Project would not result in cumulatively considerable impact related to the accidental release of hazardous materials during operation.

- **Impact C-HAZ-3: Cumulative Aviation Hazards.** The Project, in combination with other foreseeable development in the vicinity, would not result in a safety hazard or excessive noise for people residing or working in the Project area due to proximity to San José International Airport because the Project and other foreseeable development in the vicinity would comply with FAR Part 77. Therefore, the Project would result in less-than-significant cumulative impacts related to aviation hazards.

- **Impact C-HAZ-4: Cumulative Emergency Response and Evacuation.** The Project, in combination with other foreseeable development in the vicinity, would not impair or physically interfere with an adopted emergency response plan or emergency evacuation plan because any construction activities that would result in temporary roadway closures would require traffic permits from the City and a traffic control plan, which would maintain emergency response and evacuation access through appropriate traffic control measures and detours. In addition, the Project and cumulative projects would not impair or interfere with the City's ability to implement the emergency preparation or response actions described in the Local Hazard Mitigation Plan or EOP. Implementation of the City's General Plan policies related to emergency response and evacuation, including Policies 5.10.5-P1 through 5.10.5-P4 would ensure that the City would maintain an effective emergency response program that would account for operation of the Project and cumulative projects. Therefore, construction and operational impacts from the Project would be less than significant and not cumulatively considerable.

12. Population and Housing

- **Impact POP-1: Population Growth.** Implementation of the Project would not induce substantial unplanned population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads of other infrastructure) because the population within the city or county as a result of workers relocating is not anticipated to increase substantially during Project construction. As shown in Table 3.12-6, the Project would result in the construction of up to 1,800 residential units on the Project site, 15 percent of which would be affordable. This would generate approximately 3,870 new residents, based on a household generation rate of 2.15 residents per unit. The Project would account for approximately 17.3 percent of the city's population growth over this 15-year period. However, the Project is an infill development within an already-developed area of the city, and the employment growth under the Project is largely accounted for in the General Plan as well as regional growth plans, such as ABAG projections. The Project would increase the supply of housing in the city by providing 1,800 new housing units. Although the Project would generate 544 employees beyond what was assumed for the site under the General Plan, the indirect regional housing demand generated by these additional employees would constitute approximately 0.07 percent of household growth expected in the Bay Area between 2025 and 2040, which is minimal. Because the Project would construct housing anticipated housing demand in the city can be accommodated in the city, and the level on unanticipated housing demand in the region would be small. Therefore, the Project would not induce a substantial level of unplanned population growth, either directly or indirectly, and impacts would be less than significant.

  Reduced Office/Housing Alternative: Construction of the Reduced Office/Increased Housing Alternative would temporarily increase construction employment in the city. The demand for construction employment would most likely be met within the existing and future labor market in the city and the county. Therefore, the population within the city or county as a result of workers relocating is not anticipated to increase substantially during Reduced Office/Increased Housing construction, resulting in a less-than-significant impact related to population growth. During operation, the Reduced Office/Increased Housing Alternative would result in a direct population increase due to onsite residents of approximately 5,590 people. The city's population is expected to grow by approximately 22,285 between 2025 and 2040. Therefore, the housing units at the Project site under the Reduced Office/Increased Housing Alternative would account for approximately 25.1 percent of the city's population growth over this 15-year period. In comparison, the Project would account for approximately 17.3 percent of the city's population growth from 2025 to 2040. Therefore, the Reduced Office/Increased Housing Alternative would result in a greater onsite population growth than the Project. The increase in employment at the Project site during operation would not result in increased housing demand and an influx of new residents in the city and other jurisdictions in the region and may even result in increased housing demand outside the Bay Area. Because the alternative would generate fewer employees onsite than was planned for in the General Plan, the result would be a decrease in anticipated demand for housing units to support employment in the city and county. Therefore, the Reduced Office/Increased Housing Alternative would result in a lesser population increase in the city and region than the Project. Therefore, the Reduced Office/Increased Housing Alternative would not induce a substantial level of unplanned population growth, either directly or indirectly, and impacts would be less than significant but to a lesser degree than the Project. (LTS)

Revised Project: As with the Reduced Office/Increased Housing Alternative, construction employment for the Revised Project would most likely be met within the existing and future labor market in the city and the county, in a less-than-significant impact related to population growth. Similar to the Reduced Office/Increased Housing Alternative, operation of the Revised Project would result in a direct population increase due to onsite residents of approximately 5,590 people, approximately 25.1 percent of the city's population growth over this 15-year period, the same as under the Reduced Office/Increased Housing Alternative. Because the Revised Project would generate fewer employees onsite than was planned for in the General Plan, the result would be a decrease in anticipated demand for housing units to support employment in the city and county. Therefore, similar to the Reduced Office/Increased Housing Alternative, the Revised Project would result in a lesser population increase in the city and region than the Project. (LTS)

- **Impact POP-2: Displacement of Existing People or Housing.** The Project would not displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere because, although the Project will demolish the four light industrial buildings present at the site, the Project would not demolish any residential housing, including the nearby Adobe Well Mobile Home Park. Therefore, the Project would not displace residents. The Project would result in no impact related to the displacement of housing.

- **Impact C-POP-1: Cumulative Population and Housing Impacts.** The Project, in combination with other foreseeable development in the vicinity, would not induce substantial unplanned population growth within Santa Clara and region because construction workers for the Project and construction workers associated with the cumulative projects would not be expected to relocate permanently for construction work and therefore would not substantially increase the population in the city or the county. Therefore, the cumulative projects and the Project would not result in a significant cumulative impact related to unplanned population growth during construction. In addition, the cumulative scenario for this EIR includes 3 million gsf of office development for the Project site, as identified in the General Plan, and therefore is included in ABAG growth projections. Because the office development was included in projections, it would not contribute to a cumulative impact related to unplanned population and housing growth. As shown in Table 3.12-6, retail, childcare, and residential uses would generate 544 employees who were not included in projections; however, within the cumulative context, this is a very small number and would not, in combination with other foreseeable development, significantly contribute to a cumulative impact. Therefore, the Project's contribution to a cumulative impact would be less than significant.

  Reduced Office/Increased Housing Alternative: The Reduced Office/Increased Housing Alternative, in combination with other projected growth in the city, would not increase population and housing in the city because the direct growth generated by the alternative would be within planned projections and indirect growth (resulting from employees) would be lower than what was planned for at the Project site. Therefore, the Reduced Office/Increased Housing Alternative's contribution to a cumulative impact would be less than significant. (LTS)

Revised Project: Similar to the Reduced Office/Increased Housing Alternative, the Revised Project, in combination with other projected growth in the city, would not increase population and housing in the city and the contribution to a cumulative impact would be less than significant. (LTS)

13. Public Services

- **Impact PS-1: Fire Services and Facilities.** The Project would not result in the need for new or physically altered fire service facilities because the Project's estimated 400 onsite construction workers would most likely be drawn from the existing and future labor market in the city and the county and would be included with the service population of the Santa Clara Fire Department (SCFD). Additionally, a Fire Service Needs Assessment (Needs Assessment) was prepared for the Project in 2023. The Needs Assessment found that current service levels could be maintained with the operation of the Project, provided there was an increase in the personnel, the positions of Fire Protection Engineer and Deputy Fire Marshal were filled, and Fire Station 10 was completed and staffed. No specific need for additional facilities that could result in physical environmental impacts were identified in the Needs Assessment. Therefore, the Project would not result in substantial adverse physical environmental impacts associated with the provision of new or physically altered fire protection facilities in order to maintain acceptable service ratios, response times, or other performance objectives. As such, the Project's construction and operational impacts related to fire protection would be less than significant.

  Reduced Office/Increased Housing Alternative: Similar to the Project but to a lesser degree, the Reduced Office/Increased Housing Alternative would not result in substantial adverse physical environmental impacts associated with the provision of new or physically altered fire protection facilities in order to maintain acceptable service ratios, response times, or other performance objectives. As such, impacts related to fire protection under the Reduced Office/Increased Housing Alternative would be less than significant, similar to the Project. (LTS)

  Revised Project: Similar to the Reduced Office/Increased Housing Alternative, construction workers for the Revised Project are not expected to put an additional strain on fire protection services and impacts related to fire protection during construction would be less than significant. Similar to the operation of the Reduced Office/Increased Housing Alternative, the Revised Project would result in additional employees and residents on the Project site; however similar to the Reduced Office/Increased Housing Alternative, impacts related to fire protection would be less than significant. (LTS)

- **Impact PS-2: Police Services and Facilities.** The Project would not result in the need for new or physically altered police service facilities because the Project's estimated 400 onsite construction workers would most likely be drawn from the existing and future labor market in the city and the county and would not increase the Santa Clara Police Department's (SCPD's) existing service population in a way that would necessitate the expansion of SCPD facilities. In addition, the Project would not trigger the need for the construction of a new police facility or the expansion of the existing one. The SCPD participates in a mutual aid agreement with the other law enforcement jurisdictions in Santa Clara County,

which could provide services to the Project site, as needed. Furthermore, the Project alone would not result in any impacts to the SCPD's response time objectives. The Project would not result in substantial adverse physical environmental impacts associated with the provision of new or physically altered police facilities in order to maintain acceptable service ratios, response times, or other performance objectives. Therefore, the construction and operation of the Project would result in a less-than-significant impact related to police services and facilities.

Reduced Office/Increased Housing Alternative: Construction workers under the Reduced Office/Increased Housing Alternative are not expected to increase the SCPD's service population in a way that would necessitate the expansion of existing or construction of new SCPD facilities. Therefore, similar to the Project, impacts related to police protection during construction would be less than significant. During operation, the Reduced Office/Increased Housing Alternative could affect the SCPD by intensifying site activity; adding new employees, residents, and visitors; increasing square footage; and increasing traffic incidents. Adding to the service population would lead to an overall increase in service calls to the SCPD. In addition, the need for additional officers and staff due to implementation of the Reduced Office/Increased Housing Alternative could result in the need for additional equipment (e.g., radios, vehicles, computers) and a redesign of existing SCPD facilities to resolve capacity issues. Although additional SCPD staff may be required, the Reduced Office/Increased Housing Alternative, on its own, would not trigger the need for the construction of a new police facility or the expansion of the existing one. Any additional SCPD services required to meet the needs of the Reduced Office/Increased Housing Alternative would be accommodated within existing facilities. In addition, the SCPD participates in a mutual aid agreement with the other law enforcement jurisdictions in Santa Clara County, which could provide services to the Project site, as needed. Therefore, similar to the Project but to a lesser degree, the Reduced Office/Increased Housing Alternative would not result in substantial adverse physical environmental impacts associated with the provision of new or physically altered police facilities in order to maintain acceptable service ratios, response times, or other performance objectives. As such, impacts related to police protection would be less than significant, similar to the Project. (LTS)

Revised Project: Similar to the Reduced Office/Increased Housing Alternative, construction workers under the Revised Project are not expected to increase the SCPD's service population and impacts related to police protection during construction would be less than significant. Similar to operation of the Reduced Office/Increased Housing Alternative, the Revised Project could affect the SCPD by intensifying site activity; adding new employees, residents, and visitors; increasing square footage; and increasing traffic incidents; however, similar to the Reduced Office/Increased Housing Alternative, the Revised Project would not result in substantial adverse physical environmental impacts associated with the provision of new or physically altered police facilities in order to maintain acceptable service ratios, response times, or other performance objectives and impacts related to police protection would be less than significant. (LTS)

- **Impact PS-3: School Facilities.** The Project would not result in the need for new or physically altered school facilities because the Project's estimated 400 onsite construction

workers would most likely be drawn from the existing and future labor market in the city and the county and would be included with the anticipation student population of the Santa Clara Unified School District (SCUSD). In addition, capacity for additional students currently exists in Kathryn Hughes Elementary and Huerta Middle School, which would serve the Project area. Capacity for additional students at Kathleen MacDonald High School would be available by the time the Project is operational. The Project would be subject to Senate Bill (SB) 50 School Impact Fees. Therefore, Project construction and operation would not trigger a need for the construction of new schools or expansion of existing facilities, resulting in a less-than-significant impact.

Reduced Office/Increased Housing Alternative: Construction workers under the Reduced Office/Increased Housing Alternative are not expected to trigger a need for new schools or require expansion or rehabilitation of existing facilities. Therefore, similar to the Project, impacts related to schools during construction would be less than significant. During operation, the Reduced Office/Increased Housing Alternative would generate approximately 5,590 onsite residents and, therefore, would have a direct impact on schools. In addition, new onsite employees would result in new residents throughout the city, which would also need to be served by the SCUSD. School enrollment in the city has been consistently declining over the last 7 years and is projected to continue to decline over the next decade. Capacity for the additional elementary school and middle school students can currently be accommodated in Kathryn Hughes Elementary and Huerta Middle School. High school capacity throughout the district in general is affected; however, Kathleen MacDonald High, which currently serves only the ninth grade, will be adding a new grade each year as the current student class progresses. Therefore, by the time the Reduced Office/Increased Housing Alternative is operational, adequate space would be available for high school students generated as a result of the new onsite residents and employment. In addition, the Reduced Office/Increased Housing Alternative would be subject to SB 50 School Impact Fees. Section 65996 of the State Government Code states that the payment of school impact fees established by SB 50 is deemed to constitute full and complete mitigation for school impacts from development that may be required from a developer by any State or local agency. Although the payment of the school impact fee by the Project Sponsor could contribute toward the construction or expansion of schools, any actual construction or expansion of school facilities would not be a direct result of the alternative and would be required to undergo a separate CEQA review process. Therefore, the Reduced Office/Increased Housing Alternative would not trigger the need for the expansion or construction of new schools, resulting in a less-than-significant impact, similar to but greater than the Project. (LTS)

Revised Project: Similar to the Reduced Office/Increased Housing Alternative, construction workers under the Revised Project are not expected to trigger a need for new schools or require expansion or rehabilitation of existing facilities. Therefore, similar to the Reduced Office/Increased Housing Alternative, impacts related to schools during construction would be less than significant. Similar to the Reduced Office/Increased Housing Alternative, during operation, the Revised Project would generate approximately 5,590 onsite residents and, therefore, would have a direct impact on schools; however, as with the Reduced Office/Increased Housing Alternative, the Revised Project would be subject to SB 50 School Impact Fees. Therefore, the Revised Project would not trigger the

need for the expansion or construction of new schools, resulting in a less-than-significant impact. (LTS)

- **Impact PS-4: Parks and Recreation Facilities.** The Project would not result in the need for new or physically altered parks and recreational facilities, would not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration would result, and would not include or require construction of recreational facilities that might have an adverse physical effect because the Project's estimated 400 onsite construction workers would most likely be drawn from the existing and future labor market in the city and the county and construction of the Project would not result in the need for new or physically altered park facilities. In addition, the Project would dedicate parkland and provide recreational space, avoiding the impact of new residents on existing park and recreational space. If the amount of acreage changes, a fee in lieu of parkland dedication could be required. Because the Project would provide public parkland and private recreational space that would meet the demands of Project residents, the Project would result in a less-than-significant impact related to parks and recreation facilities.

  Reduced Office/Increased Housing Alternative: Implementation of this alternative could contribute to an increase in demand for parkland because it would add new residents to the city. The increased population associated with the alternative could contribute to overuse of existing parks near the Project site and lead to physical deterioration of park facilities and overcrowding. The alternative would be required to dedicate public parkland and/or pay a fee in lieu of parkland dedication to help offset the impact on existing parkland and recreational facilities associated with demand from new residents. This would result in a less-than-significant impact on park and recreational land. Due to onsite employment and residential uses during operation, the Reduced Office/Increased Housing Alternative would increase the population in the area and, therefore, increase the demand for local neighborhood and community parks and recreational space. The Reduced Office/Increased Housing Alternative is expected to include the same amount of dedicated parkland and private recreational amenity space as the Project (i.e., approximately 10 acres of dedicated parkland and approximately 4 acres of private active recreational amenity space). Therefore, the Reduced Office/Increased Housing Alternative would provide dedicated parkland and private recreational amenity space for employees and residents but would not increase the demand for recreational areas. Because the Reduced Office/Increased Housing Alternative would provide dedicated park and private recreational amenities that would meet the demands of employees and residents, it would not increase demand on existing parks and recreational spaces. Therefore, very little physical deterioration would occur at these sites as a result of the Reduced Office/Increased Housing Alternative. The Reduced Office/Increased Housing Alternative would not result in substantial adverse physical environmental impacts associated with the provision of new or physically altered park facilities in order to maintain acceptable service ratios or other performance objectives. As such, impacts related to parks would be less than significant, similar to but greater than those of the Project. (LTS)

  Revised Project: Implementation of the Revised Project could contribute to an increase in demand for parkland because it would add new residents to the city; however, similar to the Reduced Office/Increased Housing Alternative, the Revised Project would be required

to dedicate public parkland and/or pay a fee in lieu and would therefore result in a less-than-significant impact on park and recreational land. Similar to the Reduced Office/Increased Housing Alternative, the Revised Project is expected to include the same amount of dedicated parkland and private recreational amenity space as the Reduced Office/Increased Housing Alternative (i.e., approximately 10 acres of dedicated parkland and approximately 4 acres of private active recreational amenity space). Under the Revised Project, there would be an incrementally increased park demand compared to the Project, but impacts related to parks would be less than significant, similar to the Reduced Office/Increased Housing Alternative. (LTS)

- **Impact PS-5: Library Facilities.** The Project would not result in the need for new or physically altered library facilities, because the Project's 400 onsite construction workers would most likely be drawn from the existing and future labor market in the city and the county and therefore would not put additional strain on library services that would require rehabilitation or the construction of new library facilities. In addition, the Project's 3,870 residents and 12,544 employees would result in a population of 155,585, which would result in 0.67 square foot of library space per capita, still above the 0.3 square foot per capita that the American Planning Association (APA) suggests as the minimum for a city of this size. Therefore, the Project would result in a less-than- significant impact related to library facilities.

  Reduced Office/Increased Housing Alternative: Under this alternative, onsite construction workers would most likely be drawn from the existing and future labor market in the city and the county. Therefore, as with the Project, construction of the Reduced Office/Increased Housing Alternative would not put additional strain on library services that would require the rehabilitation of existing or the construction of new library facilities, resulting in less-than-significant impacts. The addition of employees and residents on the Project site during operation would increase the population of library users. However, based on ABAG projections and existing library space, population increases within the city by 2040 would not result in an exceedance of the suggested minimum of 0.3 square feet of library space per capita. Therefore, the Reduced Office/Increased Housing Alternative would not result in substantial adverse physical environmental impacts associated with the provision of new or physically altered library facilities in order to maintain acceptable service ratios or other performance objectives. Similar to the Project, the Reduced Office/Increased Housing Alternative would result in a less-than-significant impact related to libraries. (LTS)

  Revised Project: Similar to the Reduced Office/Increased Housing Alternative, the Revised Project would not put additional strain on library services that would require the rehabilitation of existing or the construction of new library facilities and would not result in an exceedance of the suggested minimum of 0.3 square feet of library space per capita. Therefore, the Revised Project would result in a less-than-significant impact related to libraries. (LTS)

- **Impact C-PS-1: Cumulative Public Service Impacts.** The Project, in combination with other foreseeable development in the City, would not result in the need for new or physically altered public service facilities. The estimated 400 onsite construction workers

associated with the Project and the construction workers associated with the cumulative projects would most likely be drawn from the existing and future labor market in the city and the county and included within the service population of the SCFD. In addition, construction workers would not increase the SCPD's existing service population in a way that would necessitate the expansion of SCPD facilities, would not increase the SCUSD's existing student population in a way that would necessitate the expansion of SCUSD facilities, would not increase the existing service population of the Parks Department in a way that would necessitate the expansion of park facilities, and would not put an additional strain on library services that would require the rehabilitation of existing facilities or the construction of new library facilities. A Needs Assessment prepared for the Project determined that with the completion of Fire Station 10, which would be operational by the time the Project would be constructed, and additional staffing, there would be no need for new facilities to maintain service ratios. The Project would also be built according to fire code standards, decreasing the likelihood of fire risk at the site. Because the Project, upon completion, would be close to a new fire station that would adequately serve the Project site, would not be located in a high-risk fire hazard zone, and would be constructed according to the most current fire code standards, the Project's operational contribution to cumulative fire protection impacts would not be cumulatively considerable. The Project would not trigger the need for the construction of a new police facility, the construction of which would cause significant environmental impacts. The Project's operational contribution to a cumulative police services impact would not be considerable. The SCUSD enacted development fees in accordance with the Leroy F. Greene School Facilities Act and levies the fees on development projects within its service area. Other projects would also be required to pay school impact fees, which are based on the amount of proposed residential and commercial space. This process, as well as the fee payment and SCUSD's Strategic Plan planning process discussed in the regulatory setting section above, would ensure that citywide growth would be reasonably accommodated within the cumulative context and the Project's operational contribution to cumulative impacts would not be considerable. Compliance with Santa Clara City Code Chapter 17.35 would ensure that development projects would provide adequate park and recreational facilities or contribute a fee to meet the demand for recreational space generated by the projects. Therefore, the development projects would not increase the use of existing neighborhood parks such that physical deterioration of park facilities and overcrowding would occur or be accelerated. Therefore, the current development would not be expected to result in a significant cumulative impact related to parks and recreation. With the provision of adequate park and recreational land within the Project site and/or payment of a fee in lieu of dedication, the Project's operational contribution to cumulative impacts would not be considerable. The addition of the 3,870 residents generated by the Project would result in a population of 155,585, which would result in 0.67 square foot of library space per capita, still above the 0.3 square foot per capita APA suggests as the minimum for a city of this size. Therefore, the Project would not substantially contribute to the need for a new library facility. Therefore, operation of the Project would not result in a cumulatively considerable impact related to library services. Therefore, the Project would result in a less-than- significant cumulative impact related to public services.

Reduced Office/Increased Housing Alternative: Cumulative development in the city would result in increased demand for fire services, police services, school facilities, parks,

recreational facilities, and library facilities to accommodate growth. As with the Project, cumulative impacts on public services would be significant if the firefighter and police service response time is degraded, and new school, park, and library facilities are not constructed to accommodate this growth. The Reduced Office/Increased Housing Alternative would add employees and residents at the Project site. As with the Project, although additional firefighters and police could be needed for the Reduced Office/Increased Housing Alternative to maintain response times, staffing increases could be accommodated within existing facilities or within the new Fire Station 10. With the provision of the City's school impact fees, as well as dedication of public parkland and private recreational amenities to help offset the impact on existing parkland and recreational facilities associated with demand from new residents, the cumulative impact on parks and recreation and schools would be less than significant. Therefore, as with the Project, the Reduced Office/Increased Housing Alternative's cumulative impacts on public service providers would be less than cumulatively considerable. (LTS)

Revised Project: Similar to the Reduced Office/Increased Housing Alternative, the Revised Project would not result in an exceedance of the suggested minimum of 0.3 square feet of library space per capita, cumulative development in the city associated with the Revised Project would result in increased demand for fire services, police services, school facilities, parks, recreational facilities, and library facilities to accommodate growth; however, as with the the Reduced Office/Increased Housing Alternative's cumulative impacts on public service providers, the Revised Project's cumulative impacts would be less than cumulatively considerable. (LTS)

14. Tribal Cultural Resources

- **Impact TRC-1: Tribal Cultural Resources (Operations).** Operation of the Project would not cause a substantial adverse change in the significance of a tribal cultural resource that is a) listed or eligible for listing in the CRHR or in a local register of historical resources, as defined in PRC Section 5020.1(k), or b) determined by the lead agency to be significant pursuant to criteria set forth in subdivision (c) of PRC Section 5024.1 because any impact on tribal cultural resources would occur during Project construction. Thus, no impact related to tribal cultural resources could result from operation of the Project.

- **Impact C-TCR-1: Cumulative Impacts on Tribal Cultural Resources (Operation)**. Operation of the Project, in combination with other foreseeable development in the vicinity, would not result in impacts on tribal cultural resources because any impact on tribal cultural resources would occur during construction. Thus, no impact related to tribal cultural resources would result from operation under cumulative conditions.

15. Utilities and Service Systems

- **Impact UT-1: Utility Relocation, Construction, or Expansion (Other Than Stormwater Facilities).** The Project would not require or result in the relocation or construction of new or expanded water, wastewater treatment, electricity, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects during construction or operation. Therefore, impacts

related to relocation or construction of new or expanded water, wastewater treatment, electricity, natural gas or telecommunication facilities would be less than significant.

- **Impact UT-2: Water Supply.** The Proposd Project would have sufficient water supplies available to serve the Project and reasonably foreseeable future development during normal, dry, and multiple dry years because the Project is within the 2020 Urban Water Management Plan (UWMP) growth projections and implement sustainability features. Construction activities within the Project site would be served by existing recycled water systems and infrastructure. Because there is adequate recycled water service available at the Project site, construction activities that require water, such as for dust suppression and dewatering, would be met through the either the use of onsite recycled water or use of recycled water conveyed by water trucks and tanks. Because the City determined that the Project's water demand would be within the City's modeled 2020 UWMP growth projections, an adequate water supply would be available to serve the Project under normal-year, single dry-year, and five consecutive dry-year conditions, as described above for the City's water service reliability assessment. Similarly, projected water demand for reasonably foreseeable future development, including the Project, would also be met with the City's water supply; therefore, the supply is projected to be adequate with respect to meeting demand through 2045. In addition, because recycled water is currently available at the Project site and at some of the reasonably foreseeable future development sites, the Project and future development could connect to the existing recycled water system. In addition to using recycled water, the Project would also include a number of sustainability features to reduce water use. Such features would involve building and landscape rainwater capture and reuse; greywater reuse; the use of reclaimed wastewater onsite, low-flow plumbing fixtures, native drought-tolerant landscaping, and flow-through planters; and reductions in impermeable surfaces. All of these Project-specific sustainability features would help offset potable water demand from the Project. Therefore, because the Project's water demand would be within the 2020 UWMP growth projects, and given the sustainability features that would be implemented, the Project's construction and operational impact on water supply would be less than significant.

  Reduced Office/Increased Housing Alternative: Construction activities under the Reduced Office/Increased Housing Alternative would be served by existing water systems and infrastructure. Because there is adequate water service available at the Project site, construction activities that require water, such as dust suppression and dewatering, would be met through the metered use of water conveyed by water trucks and tanks. Therefore, the impact on water supplies during construction would be less than significant, similar to the Project. During operation, the Project's total water demand would be 646.4 acre-feet per year. Given the similar amount of development under the Reduced Office/Increased Housing Alternative, water demand associated with this alternative would be similar to that of the Project. When taking into account the water demand of other approved development as well as the water demand of the Reduced Office/Increased Housing Alternative, there would be an adequate water supply under the normal-year, single dry-year, and five consecutive dry-year scenarios, as with the Project. Therefore, as with the Project, implementation of the Reduced Office/Increased Housing Alternative would have a less-than-significant impact on water supplies. (LTS)

Revised Project: Construction activities under the Revised Project, would be served by existing water systems and infrastructure, and impacts on water supplies during construction would be less than significant, similar to the Project. During operation, the Revised Project total water demand would be 646.4 acre-feet per year, same as the Reduced Office/Increased Housing Alternative. Therefore, as with the Reduced Office/Increased Housing Alternative, implementation of the Revised Project would have a less-than-significant impact on water supplies. (LTS)

- **Impact UT-3: Wastewater Treatment Capacity.** The Project would result in a determination by the wastewater treatment provider that serves or may serve the Project that it has adequate capacity to serve the Project's projected demand in addition to the provider's existing commitments because portable restrooms would be temporarily installed onsite, construction is not anticipated to result in substantially elevated wastewater generation levels in the local sanitary sewer system, and dewatering discharge rates would be less than peak storm flows and within system capacity. Construction of the Project would not result in capacity deficiency in local or downstream sewers in the near term or future, according to the Project's Sanitary Sewer Capacity Evaluation (Sewer Study). Therefore, the San José/Santa Clara RWF would have adequate capacity to serve the Project's projected demand in addition to the wastewater facility's existing commitments. In addition, a Sewer Study evaluated wastewater treatment and sewer capacity projections for the Project, which found that both sewer options included in the Project would reduce the peak wet-weather flow reaching the Tasman Lift Station, and flows would not exceed the life station's capacity. The wastewater treatment provider that serves the Project would have adequate capacity to serve the Project's projected demand in addition to the provider's existing commitments, Therefore, the Project would have a less-than-significant impact related to wastewater treatment capacity.

  Reduced Office/Increased Housing Alternative: Construction activities associated with the Reduced Office/Increased Housing Alternative would be served by the existing sewer system and infrastructure. Because portable restrooms would be temporarily installed onsite, construction is not anticipated to result in substantially elevated wastewater levels in the local sanitary sewer system. In addition, dewatering discharge rates would be less than peak storm flows and within system capacity. Therefore, similar to the Project, this alternative would result in a less-than-significant impact on wastewater treatment providers during construction. During operation, the Project's estimated BWF would be 51,533 gpd by 2035. Development under the Reduced Office/Increased Housing Alternative would be similar to that of the Project; therefore, wastewater demand associated with this alternative would be similar to that of the Project and would be less-than-significant. (LTS)

  Revised Project: Construction activities associated with the Revised Project would be served by the existing sewer system and infrastructure and would result in a less-than-significant impact on wastewater treatment providers during construction, same as the Reduced Office/Increased Housing Alternative. During operation, the Revised Project estimated BWF would be 51,533 gpd by 2035, same as the Reduced Office/Increased Housing Alternative and therefore impacts on wastewater facilities would likewise be less-than-significant. (LTS)

- **Impact UT-4: Solid Waste Capacity.** The Project would not generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals because the Project would include a construction and demolition plan that would call for approximately 90 to 95 percent of demolition material to be recycled. The Project would use salvaged, recycled, and low-impact materials where appropriate and send them for treatment and reuse rather than to a landfill. During construction, the Project would reuse excavation materials, process demolition onsite, segregate waste streams, audit waste, and implement take-back schemes. Organic material cleared during construction could be reused as fill in future landscaped areas onsite or offsite. Therefore, because approximately 90 to 95 percent of demolition materials would be recycled, which is in excess of the 80 percent solid waste diversion goal in the City's CAP, the Project's construction impact would be less than significant. The Project would comply with the mandatory requirements of the Santa Clara Commercial and Residential Recycling Programs to help the City meet its waste diversion goal of 65 percent as well as City ordinances that regulate single-use carryout bags and expanded polystyrene foam food-service ware. In addition, the Project would be served by a landfill with adequate permitted capacity and able to accommodate the Project's solid waste disposal needs. Therefore, the Project would have a less-than-significant impact on solid waste capacity.

- **Impact UT-5: Solid Waste Regulations.** The Project would not result in the generation of unique types of solid waste that would conflict with applicable solid waste disposal and would be required to comply with City solid waste disposal requirements, including recycling, composting, and special materials disposal programs to comply with the provisions of AB 939. Therefore, the Project would have no impact related to compliance with applicable federal, State, and local statutes and regulations related to solid waste.

- **Impact C-UT-1: Cumulative Utilities Impacts.** The Project, in combination with other foreseeable development in the vicinity, would not require or result in the construction of new water, wastewater, stormwater treatment, electricity, or telecommunication facilities; result in a determination of inadequate wastewater treatment capacity; or generate solid waste in excess of State or local standards because construction of the cumulative projects would be temporary and would use existing utility connections for construction purposes to connect with water, wastewater, stormwater, electrical, and telecommunication systems. In addition, construction of the cumulative projects and the Project would not permanently increase wastewater generation or solid waste generation. Valley Water would assess whether changes to Valley Water's Water Supply Master Plan 2040 would be needed to adapt to changing supply and demand conditions, climate change, regulatory and policy changes, other risks, and uncertainty. Therefore, the Project would not result in cumulatively considerable impacts related to water supply facilities because the master plan accounts for facility planning, which includes the Project and Project region. Flows to the Tasman Lift Station decrease in future conditions under both options because a number of improvements to the sewer system are planned, which would be implemented by 2035. Therefore, a significant cumulative impact on wastewater treatment facilities and capacity would not occur. Development in the City would consist primarily of redevelopment, which would not substantially increase impervious surfaces in the City. Existing regulations require new projects to address the need for stormwater treatment. As such,

there would be no cumulative impacts from development on the City's stormwater drainage facilities. The City has an arrangement with the Newby Island Landfill, as well as other landfills located outside of the county, to provide disposal capacity through 2041, according to CalRecycle. Therefore, there would be available capacity for the region, and no cumulative impacts related to solid waste would occur. The Project's proposed substation would be maintained by the City's public utility provider, SVP. As such, there would be no cumulative impacts from development on the City's electricity, natural gas, and telecommunications facilities. Therefore, the Project would result in a less than significant cumulative impact related to utilities.

B. Less-than-Significant Impacts that Require Mitigation

Potentially significant impacts have been determined by the City to be reduced to a level of less than significant through the environmental analysis of the Project and Revised Project, and identification of Project design features; compliance with existing laws, codes, and statutes; and the identification and incorporation of feasible mitigation measures. For these impacts, the City has thus found—in accordance with CEQA Section 21081(a)(1) and State CEQA Guidelines Section 15091(a)(1)—that "[c]hanges or alterations have been required in, or incorporated into, the project which mitigate or avoid the significant effects on the environment." (See also Public Resources Code Section 21081(a)(1).)

The Final EIR identified the significant impacts below that, with mitigation, can be reduced. Based on the findings in the Final EIR, inclusive of Attachment 3 regarding the Revised Project, as well as the evidence in the record, the impacts can be mitigated to a less-than- significant level, as discussed below.

1. Transportation

The topic of transportation was analyzed in Section 3.2 of the EIR. The EIR determined that the Project could result in significant impacts related to transportation and recommended mitigation measures, as discussed below.

Impact TRA-1: Consistency with Adopted Plans, Ordinances, and Policies Regarding Roadways (Construction).

FINDING: Implementation of Mitigation Measure TRA-1.1, which is hereby adopted and incorporated into the Project, would reduce the construction impacts related to consistency with adopted plans, ordinances and policies regarding roadways to a less-than-significant level. The City finds preparation and implementation of a Construction Management Plan to be feasible. A Construction Management Plan would minimize disruptions to the roadway network caused by Project construction activities. The City hereby determines that any impacts related to consistency with adopted plans, ordinances, and policies regarding roadways from construction remaining after implementation of Mitigation Measure TRA-1.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Typical activities related to

construction of the Revised Project could include lane narrowing and/or lane closures. Such activities could conflict with General Plan policies that require new development to provide streets that meet City goals and standards. Therefore, Revised Project construction could conflict with an applicable plan, ordinance, or policy addressing the roadway network, resulting in a significant impact. Mitigation Measure TRA-1.1 would require the Revised Project to prepare and submit a Construction Management Plan prior to issuance of any building permit and in the event of any type of closure, clear signage (e.g., closure and detour signs) must be provided to ensure that vehicles will be able to reach their intended destinations safely. With implementation of Mitigation Measure TRA-1.1, the Revised Project would not conflict with an applicable plan, ordinance, or policy addressing the roadway network. This would reduce construction impacts related to consistency with adopted plans, ordinances, and policies regarding roadways to a less-than-significant level.

> Mitigation Measure TRA-1.1: Construction Management Plan. Prior to the issuance of each building permit, the Project Sponsor shall prepare a construction management plan for review and approval by the Public Works Department. The plan, which shall be implemented during construction, shall include at least the following items and requirements:
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> - A comprehensive set of traffic control measures, including measures regarding detour signs, if required; lane closure procedures; sidewalk closure procedures; signs; cones for drivers; and designated construction access routes.
> - Notification procedures for adjacent property owners, the public, transit operators, and public safety personnel regarding when detours and lane closures will occur.
> - The location of construction staging areas for materials, equipment, and vehicles (must be located on the Project site).
> - Identification of haul routes for the movement of construction vehicles to minimize impacts on vehicular, pedestrian, and transit vehicle traffic, circulation, and safety and provisions for monitoring surface streets used for haul routes so that any damage and debris attributable to the haul trucks can be identified and corrected. Construction vehicles shall be required to use designated truck/haul routes.
> - Provisions for the removal of trash generated by Project construction activity.
> - A process for responding to and tracking complaints pertaining to construction activity.
> - Parking restrictions—specifically, construction vehicles and construction workers shall not be allowed to park in adjacent residential neighborhoods, and construction vehicles shall be required to park in the construction zone or in temporary parking lots onsite.
> - Provisions that address the construction schedule, street closures and/or detours, construction staging areas and parking, and the planned truck routes.

Reduced Office/Increased Housing Alternative: The Reduced Office/Increased Housing Alternative would generate a similar number of truck trips during construction and about the same number of trips by construction workers as the Project. Heavy-duty truck trips are excluded from VMT consideration; therefore, the hauling of demolition debris would not affect VMT. Furthermore, the VMT generated by construction workers' trips to and from the site would be less than the VMT generated upon build-out of the development because there would be fewer construction trips than operational trips, resulting in a less-than-significant impact. Similar to the Project, the Reduced Office/Increase Housing Alternative would require preparation of a construction management plan that would be reviewed and approved by the Public Works Department, similar to requirements under Project Mitigation Measure TRA-1.1 (Construction Management Plan). This mitigation measure would ensure that the impacts related to consistency with adopted plans, ordinances, and policies addressing the circulation system, hazards due to a geometric design feature or incompatible uses, and inadequate emergency access would be less than significant with mitigation. (LTS/M)

Revised Project: The Revised Project would generate a similar number of truck trips during construction and about the same number of trips by construction workers as the Reduced Office/Increased Housing Alternative. Similar to the Reduced Office/Increase Housing Alternative, the Revised Project would require preparation of a construction management plan that would be reviewed and approved by the Public Works Department, similar to requirements under Project Mitigation Measure TRA-1.1 (Construction Management Plan). Therefore, similar to the Reduced Office/Increased Housing Alternative, the Revised Project would be less than significant with mitigation. (LTS/M)

Impact TRA-2: Consistency with Adopted Plans, Ordinances, and Policies Regarding Transit (Construction).

FINDING: Implementation of Mitigation Measure TRA-1.1, which is hereby adopted and incorporated into the Revised Project, would reduce the construction impacts related to consistency with adopted plans, ordinances, and policies regarding transit to a less-than-significant level. The City finds preparation and implementation of a Construction Management Plan to be feasible. The City hereby determines that any construction impacts related to consistency with adopted plans, ordinances, and policies regarding transit remaining after implementation of Mitigation Measure TRA-1.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Revised Project construction activities could temporarily impede light rail transit or bus operations or close the bus stop adjacent to the Project frontage on Tasman Drive. This would conflict with General Plan policies that encourage development of a multimodal transportation system. Therefore, Revised Project construction could conflict with an applicable plan, ordinance, or policy addressing public transit, resulting in a significant impact. Any changes to light rail or bus operations during construction would require prior approval and adequate countermeasures approved by the Santa Clara Valley Transportation Authority (VTA). Mitigation Measure TRA-1.1 would include provisions to maintain these facilities and services. With implementation of Mitigation Measure TRA-1.1, the Revised Project would not conflict with an applicable plan, ordinance, or policy addressing public

transit. This would reduce the construction impacts related to consistency with adopted plans, ordinances, and policies regarding transit to a less-than-significant level.

Mitigation Measure: Implement Mitigation Measure TRA-1.1.

Impact TRA-3: Consistency with Adopted Plans, Ordinances and Policies Regarding Bicycle Facilities (Construction).

FINDING: Implementation of Mitigation Measure TRA-1.1, which is hereby adopted and incorporated into the Revised Project, would reduce construction impacts to bicycle facilities to a less-than-significant level. The City finds preparation and implementation of a Construction Management Plan to be feasible. The City hereby determines that any impacts related to consistency with adopted plans, ordinances, and policies addressing bicycle facilities remaining after implementation of Mitigation Measure TRA-1.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Revised Project construction activities could result in the temporary closure of bike lanes on Tasman Drive. This would conflict with General Plan policies that encourage development of a multimodal transportation system and 2018 Bicycle Plan Update Policy 2.C.4, which states that bicycle lanes shall be maintained next to construction zones whenever feasible. Therefore, Revised Project construction could conflict with an applicable plan, ordinance, or policy addressing bicycle facilities, resulting in a significant impact. Any changes to existing bicycle facilities would require prior approval or adequate countermeasures approved by the Public Works Department. Mitigation Measure TRA-1.1 would include provisions to maintain bicycle connections within the Project vicinity during construction. With implementation of Mitigation Measure TRA-1, the Revised Project would not conflict with an applicable plan, ordinance, or policy addressing bicycle facilities. This would reduce the construction impacts related to consistency with adopted plans, ordinances, and policies regarding bicycle facilities to a less-than- significant level.

Mitigation Measure: Implement Mitigation Measure TRA-1.1.

Impact TRA-4: Consistency with Adopted Plans, Ordinances and Policies Regarding Pedestrian Facilities (Construction).

FINDING: Implementation of Mitigation Measure TRA-1.1, which is hereby adopted and incorporated into the Revised Project, would reduce the construction impacts related to consistency with adopted plans, ordinances, and policies addressing pedestrian facilities to a less-than-significant level. The City finds preparation and implementation of a Construction Management Plan to be feasible. The City hereby determines that any impacts related to consistency with adopted plans, ordinances, and policies regarding pedestrian facilities remaining after implementation of Mitigation Measure TRA-1.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Revised Project construction activities could result in the temporary closure of sidewalks and crosswalks. This would conflict

with General Plan policies that encourage development of a multimodal transportation system and 2019 Pedestrian Master Plan Policy 2.C.4, which states that pedestrian lanes shall be maintained next to construction zones whenever feasible. Therefore, Revised Project construction could conflict with an applicable plan, ordinance, or policy addressing pedestrian facilities, resulting in a significant impact. Any changes to existing pedestrian facilities would require prior approval or adequate countermeasures approved by the Public Works Department. Mitigation Measure TRA-1.1 would include provisions to maintain pedestrian connections within the Project vicinity. With implementation of Mitigation Measure TRA-1.1, the Revised Project would not conflict with an applicable plan, ordinance, or policy addressing pedestrian facilities. This would reduce the construction impacts related to consistency with adopted plans, ordinances, and policies regarding pedestrian facilities to a less-than- significant level.

Mitigation Measure: Implement Mitigation Measure TRA-1.1.

Impact TRA-6: Hazards Due to Design Features or Incompatible Uses (Construction).

FINDINGS: Implementation of Mitigation Measure TRA-1.1, which is hereby adopted and incorporated into the Revised Project, would reduce the construction impacts related to hazards due to design features or incompatible uses to a less-than-significant level. The City finds preparation and implementation of a Construction Management Plan to be feasible. The City hereby determines that any construction impacts related to hazards due to design features or incompatible uses remaining after Mitigation Measure TRA-1.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Construction activities could temporarily infringe on the existing street right-of-way (ROW) adjacent to the Project site, creating substandard design elements such as narrow lane widths or inadequate sight distances that could pose a hazard to users. Therefore, Revised Project construction could substantially increase hazards due to a geometric design feature, resulting in a significant impact. As part of Mitigation Measure TRA-1.1, the City will review temporary traffic control plans to ensure that travel lane closures, on-street parking, shoulders, bike lanes, bus stops, and sidewalks during construction comply with the *California Temporary Traffic Control Handbook*[6] and the latest *California Manual on Uniform Traffic Control Devices.*[7] With implementation of Mitigation Measure TRA-1, and adherence to the design standards in these publications, the Revised Project would not substantially increase hazards due to a geometric design feature or incompatible uses. This would reduce the construction impacts related to hazards due to design features or incompatible uses to a less-than-significant level.

Mitigation Measure: Implement Mitigation Measure TRA-1.1.

Impact TRA-7: Emergency Access (Construction).

[6] California Inter-Utility Coordinating Committee. 2018. *California Temporary Traffic Control Handbook.* Seventh edition. May.
[7] California Department of Transportation. 2023. *2014 California Manual on Uniform Traffic Control Devices, Revision 7*. March 10.

FINDINGS: Implementation of Mitigation Measure TRA-1.1, which is hereby adopted and incorporated into the Revised Project, would reduce the construction impacts related to emergency access to a less-than- significant level. The City finds preparation and implementation of a Construction Management Plan to be feasible. The City hereby determines that any construction impacts related to emergency access remaining after implementation of Mitigation Measure TRA-1.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Construction activities could result in temporary closures along travel lanes, bike lanes, or roadway shoulders. Such closures could interfere with emergency access to the Project site or adjacent properties. Therefore, Revised Project construction could result in inadequate emergency access, resulting in a significant impact. As part of Mitigation Measure TRA-1.1, a construction management plan would include provisions to maintain adequate emergency access during each phase of construction. With implementation of Mitigation Measures TRA-1.1, the Revised Project would not result in inadequate emergency access. This would reduce the construction impacts on emergency access to a less-than-significant level.

Mitigation Measure: Implement Mitigation Measure TRA-1.1.

Impact C-TRA-1: Cumulative Adopted Plans, Ordinances, and Policies Addressing the Circulation System.

FINDING: Implementation of Mitigation Measure TRA-1.1, which is hereby adopted and incorporated into the Revised Project, would reduce cumulative impacts related to adopted plans, ordinances, and polices addressing the circulation system to a less-than-significant level. The City finds preparation and implementation of a Construction Management Plan to be feasible. The City hereby determines that any cumulative impacts related to consistency with adopted plans, ordinances, and policies regarding roadways remaining after implementation of Mitigation Measure TRA-1.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. The Revised Project and other future developments that may be constructed within the Patrick Henry Specific Plan Area and the Freedom Circle Focus Area, as well as other approved and proposed developments in the vicinity of the Project site, would be required to comply with existing regulations, including General Plan policies and zoning regulations that have been enacted to minimize impacts related to transportation and circulation. However, without mitigation, Revised Project construction, in combination with cumulative projects, could conflict with an applicable plan, ordinance, or policy addressing the roadway network, resulting in a significant cumulative impact. Construction management plans, similar to the construction management plan required under Mitigation Measure TRA-1.1 for the Revised Project, would be required for all new developments, subject to review and approval by the Public Works Department, to ensure that all elements of the transportation network meet City goals and standards during construction. With implementation of Mitigation Measure TRA-1.1, the Revised Project, in combination with other foreseeable

development in the vicinity, would not conflict with an applicable plan, ordinance, or policy addressing the circulation system, including roadway, transit, bicycle, and pedestrian facilities. This would reduce the cumulative impacts related to adopted plans, ordinances, and policies to a less-than-significant level.

Mitigation Measure: Implement Mitigation Measure TRA-1.1.

Impact C-TRA-3: Cumulative Hazards Due to Design Features or Incompatible Uses.

FINDING: Implementation of Mitigation Measure TRA-1.1, which is hereby adopted and incorporated into the Revised Project, would reduce impacts to a less-than-significant level. The City finds preparation and implementation of a Construction Management Plan to be feasible. The City hereby determines that any cumulative impacts related to hazards due to design features or incompatible uses remaining after implementation of Mitigation Measure TRA-1.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. The Revised Project combined with future developments would not substantially increase hazards due to a geometric design feature or incompatible uses. Overall, cumulative land use development, including future developments within the Patrick Henry Specific Plan Area and the Project site, would promote accessibility for people traveling to and through northern Santa Clara by conforming to General Plan and specific plan policies, zoning regulations, and City standards and adhering to planning principles that emphasize providing convenient connections and safe routes for people bicycling, walking, driving, or taking transit. However, Revised Project construction activities could result in the temporary closure of bike lanes on Tasman Drive. Therefore, Revised Project construction, in combination with other cumulative development, could result in hazards due to design features or incompatible uses, resulting in a significant cumulative impact. Plans would be reviewed by the City's Public Works Department to ensure that projects are constructed according to City specifications. Construction management plans, similar to the construction management plan required under Mitigation Measure TRA-1.1 for the Revised Project, would be required for all new developments, subject to review and approval by the Public Works Department, to ensure that temporary design features used during construction would not increase hazards, both individually and collectively. With implementation of mitigation, the Revised Project, in combination with other foreseeable development in the vicinity, would not substantially increase hazards due to a geometric design feature or incompatible uses. This would reduce the cumulative impacts related to hazards due to design features or incompatible uses to a less-than- significant level.

Mitigation Measure: Implement Mitigation Measure TRA-1.1.

Impact C-TRA-4: Cumulative Emergency Access.

FINDING: Implementation of Mitigation Measure TRA-1.1, which is hereby adopted and incorporated into the Revised Project, would reduce cumulative impacts related to emergency access to a less-than-significant level. The City finds preparation and implementation of a Construction Management Plan to be feasible. The City hereby determines that any cumulative

impacts related to emergency access remaining after implementation of Mitigation Measure TRA-1.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Revised Project construction activities could temporarily infringe on the existing street ROW adjacent to the Project site, creating substandard design elements such as narrow lane widths or inadequate sight distances that pose a hazard to users. Therefore, Revised Project construction, in combination with cumulative development, could substantially increase hazards due to a geometric design feature, resulting in a significant cumulative impact. Designs for EVA roadways would be subject to City review. This would ensure the adequacy of circulation patterns and compliance with City EVA standards related to minimum heights, clearance along circulation routes, drive aisle width, vertical clearance, turning radius, and slope. Construction management plans, similar to the construction management plan required under Mitigation Measure TRA-1.1 for the Revised Project, would be required for all new developments, subject to review and approval by the Public Works Department, to ensure that temporary closures of travel lanes, bike lanes, or roadway shoulders that may be planned during concurrent construction projects would not result in inadequate emergency access. With implementation of Mitigation Measure TRA-1.1, the Revised Project, in combination with other foreseeable development in the vicinity, would not result in inadequate emergency access. This would reduce the cumulative impacts related to emergency access to a less-than- significant level.

Mitigation Measure: Implement Mitigation Measure TRA-1.1.

2. Air Quality

The topic of air quality was analyzed in Section 3.3 of the EIR. The EIR determined that the Project could result in significant impacts related to air quality and recommended mitigation measures, as discussed below.

Impact AQ-2: Cumulatively Considerable Net Increase in Criteria Pollutants – Construction.

FINDING: Implementation of Mitigation Measures AQ-2.1 and AQ-2.2, which are hereby adopted and incorporated into the Revised Project, would reduce construction impacts related to a cumulatively considerable net increase in criteria pollutants to a less-than-significant level. The City finds the use of clean diesel- powered or electric equipment during construction and implementation of BAAQMD basic construction mitigation measures to be feasible. The City hereby determines that any impacts related to a cumulatively considerable net increase in criteria pollutants during construction remaining after implementation of Mitigation Measures AQ-2.1 and AQ-2.2 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Construction activities would generate emissions of criteria pollutants from the exhaust of off-road equipment, the exhaust of construction workers' vehicles and heavy-duty trucks traveling to and from the Project site, the

application of architectural coatings, and paving. Fugitive PM10 and PM2.5 dust would also be generated during soil movement and disturbance (e.g., grading and excavation) as well as demolition. The amount generated on a daily basis would vary, depending on the intensity and types of construction activities occurring simultaneously. The Revised Project's emissions would exceed BAAQMD thresholds during 6 years of the Project's estimated 9 year construction timeframe. Exceedances would not necessarily occur on every day of construction for 6 years; rather, emissions in these 6 calendar years would exceed the thresholds on days when the worst-case scenario would occur. Regardless, the construction impact of the Revised Project would be significant. In addition, BAAQMD's CEQA Air Quality Guidelines consider fugitive dust impacts to be significant prior to the application of BMPs to control dust. If BMPs are not implemented, then dust impacts would also be significant. Mitigation Measure AQ-2.1 would be implemented to reduce the Revised Project's nitrogen oxide (NOX) emissions by requiring EPA Tier 4 Final diesel engines. As shown in Table 3.3-8, for the mitigated scenario, implementation of Mitigation Measure AQ-2.1 (i.e., the requirement for EPA Tier 4 Final diesel engines) would reduce construction emissions of NOx to a level below the BAAQMD threshold. In addition, Mitigation Measure AQ-2.2 would be incorporated to ensure that BAAQMD best management practices (BMPs), as well as additional recommended construction-related mitigation measures, would be implemented during Project construction. BMPs would be required and implemented to reduce impacts from construction-related fugitive dust emissions, including any cumulative impacts. With implementation of Mitigation Measures AQ-2.1 and AQ-2.2, the Revised Project would not result in cumulatively considerable net increases in criteria pollutants during construction and any remaining construction impacts related to a cumulatively considerable net increase in criteria pollutants would be less-than- significant.

> Mitigation Measure AQ-2.1: Use Clean Diesel-Powered or Electric Equipment during Construction to Control Construction-Related Emissions. The Project Sponsor shall ensure that all off-road diesel- powered equipment greater than 50 horsepower used during construction shall be equipped with EPA-approved Tier 4 Final engines or cleaner[8] to reduce exhaust PM2.5 emissions. The construction contractor shall submit evidence of the use of EPA-approved Tier 4 Final engines or cleaner to the City of Santa Clara prior to the commencement of Project construction activities.
>
> Mitigation Measure AQ-2.2: Implement BAAQMD Basic Construction Mitigation Measures to Reduce Dust Emissions. The Project Sponsor shall require all construction contractors to implement the BAAQMD Basic Construction Mitigation Measures as well as additional construction-related mitigation measures recommended by BAAQMD.[9] The emissions reduction measures shall include, at a minimum, all of the items listed below. The Project Sponsor shall provide documentation to the City of Santa Clara that the Basic Construction Mitigation Measures as well as any additional measures recommended by BAAQMD, have been reflected in all construction contracts prior to the commencement of Project construction activities.

[8] Cleaner engine technology includes electric equipment and CARB Tier 5 engine standards, which are expected to begin in 2028 (CARB n.d.).

[9] Bay Area Air Quality Management District. 2017b. *California Environmental Quality Act, Air Quality Guidelines.* May. Available: https://www.baaqmd.gov/~/media/files/planning-and-research/ceqa/ceqa_guidelines_may2017-pdf.pdf?la=en. Accessed: February 2, 2023.

- All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, unpaved access roads) shall be watered at least three times per day to maintain a minimum soil moisture of 12 percent. Moisture content can be verified by lab samples or a moisture probe.

- All haul trucks transporting soil, sand, or other loose material offsite shall be covered.

- All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.

- All vehicle speeds on unpaved roads shall be limited to 15 miles per hour.

- Paving of all roadways, driveways, and sidewalks shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading, unless seeding or soil binders are used.

- Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California Airborne Toxics Control Measure, Title 13, Section 2485, of the California Code of Regulations). Clear signage shall be provided for construction workers at all access points.

- All construction equipment shall be maintained and properly tuned in accordance with manufacturers' specifications. All equipment shall be checked by a certified mechanic and determined to be in proper running condition prior to operation.

- A publicly visible sign shall be posted with the name and telephone number of the person to contact at the Lead Agency regarding dust complaints. That person shall respond and take corrective action within 48 hours. The air district's phone number shall also be visible to ensure compliance with applicable regulations.

Impact AQ-3: Substantial Pollutant Concentration - Fugitive Dust (Construction).

FINDING: Implementation of Mitigation Measure AQ-2.2, which is hereby adopted and incorporated into the Revised Project, would reduce construction impacts related to fugitive dust to a less-than-significant level. The City finds implementation of Bay Area Air Quality Management District (BAAQMD) basic construction mitigation measures to be feasible. The City hereby determines that any construction impacts related to fugitive dust remaining after implementation of Mitigation Measure AQ-2.2 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Grading and excavation during Project construction would generate localized fugitive dust. BAAQMD's CEQA Guidelines

consider dust impacts to be less than significant if BAAQMD's construction BMPs are employed to reduce such emissions. With the implementation of BAAQMD's Basic Construction Mitigation Measures as required under Mitigation Measure AQ-2.2, any construction related-fugitive dust emissions would not expose receptors to substantial pollutant concentrations or risks. With implementation of Mitigation Measure AQ-2.2, any remaining construction impacts related to fugitive dust would be less-than-significant.

Mitigation Measure: Implement Mitigation Measure AQ-2.2.

3. Greenhouse Gas Emissions

The topic of GHG emissions was analyzed in Section 3.4 of the EIR. The EIR determined that the Revised Project could result in significant impacts related to GHG emissions and recommended mitigation measures, as discussed below.

Impact GHG-1: Generate GHG Emissions (Construction).

FINDING: Implementation of Mitigation Measure GHG-1.1, which is hereby adopted and incorporated into the Revised Project, would reduce impacts to a less-than-significant level. The City finds implementation of applicable construction-related measures from the 2017 Scoping Plan (Appendix B) and the 2022 BAAQMD Air Quality Guidelines recommended BMPs to be feasible. The City hereby determines that any impacts related to GHG emissions during construction and operation remaining after implementation of Mitigation Measure GHG-1.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. BAAQMD has not established a quantitative threshold for assessing construction-related GHG emissions, noting that they represent a very small portion of a project's lifetime GHG emissions.[10] As noted in the BAAQMD 2022 CEQA Air Quality Guidelines, BAAQMD recommends evaluating whether construction activities would conflict with statewide emission reduction goals, based on whether feasible BMPs for reducing GHG emissions would be implemented.[11] If a project fails to implement feasible BMPs identified by BAAQMD, its GHG emissions could conflict with statewide emission goals and represent a cumulatively considerable contribution to climate change, which would be a potentially significant impact. As such, before the inclusion of feasible BAAQMD-identified BMPs, the Revised Project's construction-generated GHG emissions would be considered significant. Mitigation Measure GHG-1.1 requires implementation of applicable construction-related measures from the 2017 Scoping Plan (Appendix B) and the 2022 BAAQMD Air Quality

[10] Bay Area Air Quality Management District. 2022. *Appendix B: Justification Report: CEQA Thresholds for Evaluating the Significance of Climate Impacts from Land Use Projects and Plans*. April. Available: https://www.baaqmd.gov/~/media/files/planning-and-research/ceqa/ceqa-thresholds-2022/justification-report-pdf.pdf?la=en. Accessed: January 31, 2023

[11] Bay Area Air Quality Management District. 2017b. *California Environmental Quality Act Air Quality Guidelines.* May. Available: https://www.baaqmd.gov/~/media/files/planning-and-research/ceqa/ceqa_guidelines_may2017-pdf.pdf?la=en. Accessed: January 31, 2023.

Guidelines to reduce the level of GHGs associated with construction of the Revised Project and avoid any conflict with statewide GHG reduction goals. Because Mitigation Measure GHG-1.1 would require implementation of all construction-related GHG reduction measures recommended by BAAQMD and CARB,[12] construction of the Revised Project would not generate GHG emissions that could have a significant impact on the environment. With implementation of Mitigation Measure GHG-1.1, the Revised Project would not generate GHG emissions that could have a significant impact on the environment. This would reduce construction impacts related to GHG emissions to a less-than- significant level.

> Mitigation Measure GHG-1.1 Require Implementation of Scoping Plan and BAAQMD-Recommended Best Management Practices to Reduce Construction GHG Emissions. The Project Sponsor shall require its contractors, as a condition of contracts (e.g., standard specifications), to reduce construction- related GHG emissions by implementing BAAQMD's recommended BMPs, including, but not limited to, the measures listed below, based on BAAQMD's 2022 CEQA Air Quality Guidelines.[13] The Project Sponsor shall submit evidence of compliance to the City prior to permit issuance.
>
> - Use zero-emission and hybrid-powered equipment to the greatest extent possible, particularly if emissions are occurring near sensitive receptors or within a Bay Area Air Quality Management District–designated Community Air Risk Evaluation (CARE) area or Assembly Bill 617 community.[14]
> - Require all diesel-fueled off-road construction equipment to be equipped with U.S. Environmental Protection Agency Tier 4 Final engines or better.
> - Require all on-road heavy-duty trucks to be zero emissions or meet the most stringent model-year emissions standard where feasible.
> - Minimize idling time, either by shutting equipment off when not in use or reducing the time of idling to no more than 2 minutes. Provide clear signage that posts this requirement for workers at the entrances to the site.
> - Use California Air Resources Board–approved renewable diesel fuel in off-road construction equipment and on-road trucks where feasible.
> - Use U.S. Environmental Protection Agency SmartWay-certified trucks for deliveries and equipment transport where feasible.
> - Require all construction equipment to be maintained and properly tuned in accordance with the manufacturer's specifications.

[12] The current scoping plan, adopted in 2022, does not contain construction-related measures analogous to those in the 2017 scoping plan.
[13] Bay Area Air Quality Management District. 2017b. *California Environmental Quality Act Air Quality Guidelines.* May. Available: https://www.baaqmd.gov/~/media/files/planning-and-research/ceqa/ceqa_guidelines_may2017-pdf.pdf?la=en. Accessed: January 31, 2023.
[14] The Project site is not located within a CARE or AB 617 community.

- Where grid power is available, prohibit portable diesel engines and provide electrical hook-ups for electric tools, such as saws, drills, and compressors; use electric tools whenever feasible.

- Where grid power is not available, use alternative fuels, such as propane or solar electrical power, for generators at construction sites whenever feasible.

- Encourage and provide carpools, shuttle vans, transit passes, and/or secure bicycle parking to construction workers and offer meal options onsite or shuttles to nearby meal destinations for construction employees.

- Reduce electricity use in the construction office by using LED bulbs, powering off computers every day, and replacing heating and cooling units with more efficient ones.

- Minimize energy used during site preparation by deconstructing existing structures to the greatest extent feasible.

- Recycle or salvage nonhazardous construction and demolition debris, with a goal of recycling at least 15 percent more, by weight, than the diversion requirement in Title 24.

- Use locally sourced or recycled materials for construction (goal of at least 20 percent, based on cost of building materials and volume of roadway, parking lot, sidewalk, and curb materials).

- Use low-carbon concrete, minimize the amount of concrete used, and produce concrete onsite where feasible if it is more efficient than transporting ready-mix.

- Develop a plan to efficiently use water for adequate dust control because substantial amounts of energy can be consumed by pumping water.

- Include all requirements in applicable bid documents, purchase orders, and contracts, with successful contractors demonstrating the ability to supply compliant on- or off-road construction equipment prior to any ground-disturbing and construction activities.

Project Design Feature GHG-1: Implement Applicable and Mandatory Actions from the City of Santa Clara 2022 Climate Action Plan Compliance Checklist. The Project Sponsor shall ensure that the Project is consistent with the City of Santa Clara's 2022 CAP by including all mandatory and applicable actions from the City of Santa Clara 2022 Climate Action Plan Compliance Checklist (CAP Checklist). Inclusion of the following CAP Checklist measures is necessary to ensure the performance standard is met:

- B-1-5: Reach codes for new construction

- B-2-3: Energy-efficient and electric-ready building code

- T-1-2: EV charging for all new construction

- T-2-1: Pedestrian & Bicycle Master Plans Implementation
- T-3-1: TDM plan requirements
- T-3-3: Transit-oriented development (Projects within ½ mile of transit corridor only)
- T-3-5: Transportation Analysis Policy compliance
- M-1-1: Compliance with State Solid Waste Ordinances
- N-1-1: Right-of-way tree planting (Residential Projects Only)
- T-2-3: Bike & shared mobility improvements
- M-3-1: Reuse of salvageable building materials
- N-3-3: Water-efficient landscaping requirements
- N-3-5: Recycled water connection requirements
- C-2-2: Onsite & natural stormwater systems
- M-3-4: Carbon-smart building materials

The Project Sponsor would also include the following five optional actions from the CAP Checklist:

- B-3-5: Local grid resiliency & energy storage improvements (Optional)
- T-3-4: Telework (Optional)
- N-3-4: Community water portfolio diversion (Optional)
- T-2-2: Curb management improvements (Optional)
- N-2-3: Sustainable planting guide (Optional)

The Project Sponsor will submit evidence to the City demonstrating that each of the CAP Checklist actions listed above would be implemented prior to issuance of the first construction or grading permit for the Project.

4. Energy

The topic of energy was analyzed in Section 3.5 of the EIR. The EIR determined that the Revised Project could result in significant impacts related to energy and recommended mitigation measures, as discussed below.

Impact EN-1: Wasteful, Inefficient, or Unnecessary Consumption of Energy Resources (Construction).

FINDING: Implementation of Mitigation Measure GHG-1.1, which is hereby adopted and incorporated into the Revised Project, would reduce construction impacts due to the wasteful, inefficient, or unnecessary consumption of energy resources to a less-than-significant level. The City finds implementation of a scoping plan and BAAQMD-recommended BMPs to be feasible. The City hereby determines that any construction impacts related to the wasteful, inefficient, or unnecessary consumption of energy resources after implementation of Mitigation Measure GHG-1.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Energy usage during construction would include the electricity used to power electric construction equipment or deliver water to construction sites, the gasoline and diesel fuel used to transport workers and drive haul trucks to and from construction sites, and the fuel used to operate off-road equipment. During build-out of the Revised Project, construction-related energy usage and consumption would vary, depending on the level of activity, the length of the different construction periods, specific construction operations, the types of equipment, and the number of workers. Approximately 610,268 million BTUs would be consumed over the Project's approximately 9-year construction period. All construction under the Revised Project would be required to comply with Mitigation Measure GHG-1.1, which would require construction contractors to implement BAAQMD- and CARB- recommended construction BMPs. In addition, the Project Sponsor would commit to achieving a construction diversion rate of 65 percent (minimum) as well as preparing a Construction Waste Management Plan or hiring a waste management company to recycle, reduce, and/or reuse construction waste. These measures would reduce the amount of fossil fuel consumed during construction as well as the energy intensiveness associated with building materials, including discarded construction and demolition waste. With implementation of Mitigation Measure GHG-1.1, the Revised Project would not result in significant environmental impacts due to the wasteful, inefficient, or unnecessary consumption of energy resources during construction or operation. Mitigation Measure GHG-1.1 would reduce construction impacts due to the wasteful, inefficient, or unnecessary consumption of energy resources to a less-than-significant level.

Mitigation Measure: Implement Mitigation Measure GHG-1.1.

5. Noise

The topic of noise was analyzed in Section 3.6 of the EIR. The EIR determined that the Revised Project could result in significant impacts related to noise and recommended mitigation measures, as discussed below.

Impact NOI-2: **Operational Noise from Mechanical Equipment.**

FINDING: Implementation of Mitigation Measure NOI-2.1, which is hereby adopted and incorporated into the Revised Project, would reduce impacts related to operation of mechanical equipment to a less-than-significant level. The City finds implementation of a Noise Reduction

Plan for stationary sources to be feasible. The City hereby determines that any impacts related to operational noise from mechanical equipment and emergency generators remaining after implementation of Mitigation Measure NOI-2.1 would be less than significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. The Revised Project would include the operation of HVAC equipment as well as a substation. Specifically, proposed equipment would include cooling towers, air-source heat pumps, air handling units, exhaust fans, chillers, and heat pumps, along with the substation. If all of the equipment listed above were to operate simultaneously, which is unlikely to occur frequently or at all, the combined noise level would be 84 dBA. Although there are many unknown variables, it is conservatively assumed that equipment noise levels could exceed the City's allowable levels at the nearest land use because an estimated level of 84 dBA would exceed the City Code limits during daytime and nighttime hours. Mitigation Measure NOI-2.1 would ensure that noise from Project mechanical equipment would comply with the exterior noise limits outlined in Section 9.10.040 of the City Code. With implementation of Mitigation Measure NOI-2.1, Revised Project operation would not generate a substantial permanent increase in ambient noise levels in the vicinity of the Project site that would be in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies. Mitigation Measure NOI-2.1 would reduce impacts related to mechanical equipment noise to a less-than-significant level.

> Mitigation Measure NOI-2.1. Stationary Sources Noise Reduction Plan. To reduce potential noise impacts resulting from Project mechanical equipment and other stationary sources, including HVAC equipment and emergency generators, the Project Sponsor shall conduct a noise analysis to estimate noise levels of Project-specific mechanical equipment, based on the final equipment models and design features selected. This analysis shall be included in a Noise Reduction Plan to ensure that the noise levels of the equipment, once installed, are below the criteria specified in City Code Section 9.10.040 and presented in Table 3.6-4. The Noise Reduction Plan shall include any necessary noise reduction measures required to reduce Project-specific mechanical equipment noise to less-than-significant levels. The plan shall demonstrate that, with the inclusion of selected measures, noise from equipment will be below the City Code noise limits. Potential noise reduction measures to reduce noise to levels below the City Code Section 9.10.040 noise limits include, but are not limited to:
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> - Selecting quieter equipment, where feasible,
> - Utilizing silencers and acoustical equipment at vent openings,
> - Installing exhaust mufflers or silences,
> - Siting equipment farther from the roofline and increasing the distance between the source and noise-sensitive receptor,
> - Enclosing all equipment in a mechanical equipment room designed to reduce noise and / or placing barriers around the equipment to facilitate the attenuation of noise, and

- Orienting or shielding equipment to protect noise-sensitive receptors to the greatest extent feasible.

To result in meaningful attenuation from shielding, all walls, enclosures, or screens surrounding generators must be solid, with no holes or gaps. Attenuation also varies, based on the type of material used for the walls or screens. In addition, the Project Sponsor shall incorporate all feasible methods to reduce the noise levels identified above, as well as other feasible recommendations from the Noise Reduction Plan, into both the building design and operations as necessary to ensure that noise sources do not exceed the City Code noise limits at receiving properties.

The Noise Reduction Plan shall be provided to the City prior to the issuance of building permits for each building and prepared by persons qualified in acoustical analysis and/or engineering. The plan shall demonstrate, with reasonable certainty, that noise from mechanical equipment selected for the Project, with attenuation features incorporated into the Project design, will not exceed the City Code noise limits, presented in Table 3.6-4, at noise-sensitive land uses located either within or external to the Project site.

Impact NOI-2: **Operational Noise from Emergency Generators.**

FINDING: Implementation of Mitigation Measure NOI-2.1, which is hereby adopted and incorporated into the Revised Project, would reduce impacts related to operation of emergency generators to a less-than-significant level. The City finds implementation of a Noise Reduction Plan for stationary sources to be feasible. The City hereby determines that any impacts related to operational noise from emergency generators remaining after implementation of Mitigation Measure NOI-2.1 would be less than significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Twenty-one 400-kilowatt (kW) generators would be required for the Revised Project. The units would create noise during monthly testing and during power outages when backup power is required. Generator testing and maintenance is anticipated to occur for a duration of 2 to 4 hours per month, or up to 50 hours per year, for each generator. Testing of the proposed generators is not anticipated to occur simultaneously. Even though the testing of emergency generators is short term and intermittent, noise resulting from generator testing must comply with City Code Section 9.10.040. It is conservatively assumed that noise levels from testing of the proposed 400kW generators would affect onsite uses and exceed the City Code criteria of 55 dBA and 50 dBA at residential receptors during daytime and nighttime hours, respectively, if generators are located within 50 feet of onsite residential uses. Mitigation Measure NOI-2.1 would ensure that noise from emergency generators during testing would comply with the noise limits outlined in Section 9.10.040 of the City Code. Therefore, noise impacts from Revised Project emergency generator testing would be less than significant with Mitigation Measure NOI-2.1.

Mitigation Measure: Implement Mitigation Measure NOI-2.1.

Impact C-NOI-2: Cumulative Operational Noise from Mechanical Equipment.

FINDING: Implementation of Mitigation Measure NOI-2.1, which is hereby adopted and incorporated into the Revised Project, would reduce cumulative impacts related to operational noise from mechanical equipment to a less-than-significant level. The City finds implementation of a Noise Reduction Plan for stationary sources to be feasible. The City hereby determines that any impacts related to cumulative operational noise from mechanical equipment remaining after implementation of Mitigation Measure NOI-2.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. The Project area contains many disparate buildings, with each likely to have its own noise-generating mechanical equipment. Because multiple cumulative projects may be located close to one another, it is possible that noise from the Revised Project's mechanical equipment could combine with equipment from nearby projects to cause a cumulative noise impact at noise-sensitive land uses. As such, it is conservatively assumed that cumulative impacts from stationary sources would be significant. Noise from the mechanical equipment at the Project site could exceed the noise limits in the City Code, particularly at future onsite residences and commercial uses located within 50 feet. This could be considered a cumulatively considerable contribution to noise from other projects in the area. In addition, in the future, there will be an expansion in noise-sensitive land uses in the area, with construction of the residential units at the site for the Patrick Henry Specific Plan approximately 100 feet from the Project site. With implementation of Mitigation Measure NOI-2.1, the Project's-contribution to the cumulative noise impact would not be cumulatively considerable. Mitigation Measure NOI-2.1 would reduce noise from mechanical equipment associated with the Revised Project, which would minimize the noise exposure for future receptors south of the Project site. In addition, it is likely that similar mitigation would be required for other projects in the vicinity, ensuring that equipment noise would be in compliance with the applicable local noise standards. As a result, the contribution of the Revised Project to the significant cumulative operational equipment noise impact would not be cumulatively considerable. This impact would be less than significant with Mitigation Measure NOI-2.1.

Mitigation Measure: Implement Mitigation Measure NOI-2.1.

Impact C-NOI-2: Cumulative Operational Noise from Emergency Generators

FINDING: Implementation of Mitigation Measure NOI-2.1, which is hereby adopted and incorporated into the Revised Project, would reduce cumulative impacts related to operational noise from emergency generators to a less-than-significant level. The City finds implementation of a Noise Reduction Plan for stationary sources to be feasible. The City hereby determines that any impacts related to cumulative operational noise from emergency generators remaining after implementation of Mitigation Measure NOI-2.1 would be less than significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Emergency generators included in the development of cumulative projects would result in the generation of audible noise during testing. It is very unlikely that the testing of an emergency generator for the Revised Project would occur concurrently with the testing of a generator at a nearby project. Even if testing were

to occur simultaneously, it is not likely that the generators would be close enough together for the noise to meaningfully combine at an individual receptor. However, the Patrick Henry Specific Plan is a future project that would allow up to 12,000 net new residential units, resulting in noise-sensitive land uses being located approximately 100 feet from the southern border on the Project site. Although the Patrick Henry Specific Plan residential units would be more than 50 feet from the Project site, generator noise could still exceed the City Code noise limits at 100 feet. Mitigation Measure NOI-2.1 would reduce generator noise from the Revised Project, which would minimize the noise exposure for future receptors located south of the Project site. With implementation of Mitigation Measure NOI-2.1, the Revised Project, in combination with other foreseeable development, would not generate a substantial permanent increase in ambient noise levels in the vicinity of the Project site that would be in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies. Therefore, a significant cumulative impact would not occur with respect to mechanical equipment and emergency generator noise, and the impact would be less than significant with mitigation.

Mitigation Measure: Implement Mitigation Measure NOI-2.1.

6. Cultural Resources

The topic of cultural resources was analyzed in Section 3.7 of the EIR. The EIR determined that the Revised Project could result in significant impacts related to cultural resources and recommended mitigation measures, as discussed below.

Impact CUL-2: Archaeological Resources (Construction).

FINDING: Implementation of Mitigation Measures CUL-2.1, CUL-2.2, CUL-2.3, which are hereby adopted and incorporated into the Revised Project, would reduce construction impacts related to archaeological resources to a less-than-significant level. The City finds implementation of a monitoring plan, worker awareness training, and requirements to stop work if archaeological deposits are encountered during ground- disturbing activities to be feasible. The City hereby determines that any construction impacts related to archaeological features remaining after implementation of Mitigation Measures CUL-2.1, CUL-2.2, CUL-2.3 would be less than significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR**.** The results of the NWIC records search conducted in 2019 and 2022 indicate that no known previously recorded cultural resources are located within or adjacent to the Project site. Historic-period maps and aerial photographs indicate that the Project site was undeveloped and primarily agricultural fields until mid-twentieth century; therefore, it is unlikely that any historic-period archaeological deposits are located within the Project site that could qualify as historical resources. However, a review of the relevant geologic literature indicated sensitivity for buried pre-European contact archaeological deposits. Revised Project construction would require below-grade excavations of up to 16 feet for parking, service access to buildings, foundations, and most utilities and up to a depth of approximately 28 feet for jack-and-bore pits to install transmission lines within a San Francisco Public Utilities Commission easement. Therefore, excavations related to Project construction

could encounter archaeological deposits and result in an adverse change to a buried archaeological deposit that could qualify as a historical resource and/or unique archaeological resource. Thus, significant impacts related to buried archaeological deposits could result from construction of the Revised Project. With implementation of Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3, the Revised Project would not cause a substantial adverse change in the significance of a historical or archaeological resource pursuant to Section 15064.5. This would reduce the potential construction impacts on archaeological features to a less-than-significant level.

Mitigation Measure CUL-2.1: Develop and Implement Archaeological Monitoring Plan. Given the potential for buried pre-European contact archaeological deposits to be encountered during Project construction, the following measures shall be undertaken to avoid any significant impacts on such resources. An Archaeological Monitoring Plan shall be developed by a qualified archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards for Archaeology[15] prior to any Project-related ground disturbance to determine specific areas of archaeological sensitivity within proposed work areas. The Archaeological Monitoring Plan shall detail when and where monitoring will take place. The plan shall include protocols that outline archaeological monitoring best practices, anticipated resource types, and an Unanticipated Discovery Protocol. The Archaeological Monitoring Plan shall, at a minimum, detail the role and responsibility of the monitor, the monitoring methods to be used, the communication protocol, and the procedures to be followed in case of inadvertent discoveries. The Unanticipated Discovery Protocol shall describe steps to follow if unanticipated archaeological discoveries are made during Project work and identify a chain of contact, including, at a minimum, the following steps: halting construction, evaluating the find, and implementing appropriate mitigation measures. The Archaeological Monitoring Plan shall be submitted for review and approval by the City prior to the issuance of any grading or other permit that would allow ground disturbance on the Project site.

Mitigation Measure CUL-2.2: Conduct Cultural Resource Sensitivity Training Prior to Project-Related Ground Disturbance. Prior to any Project-related ground disturbance, the Project Sponsor shall ensure that all construction workers who directly oversee excavation or operate ground-disturbing vehicles receive training, which shall be overseen by a qualified profession archaeologist who is experienced in teaching non-specialists, to ensure that contractors can recognize archaeological artifacts and deposits, as well as tribal cultural resources, in the event that any are discovered during construction. Construction personnel directly overseeing excavation, or operating ground-disturbing vehicles, will be required to participate in this preconstruction training.

Mitigation Measure CUL-2.3: Stop Work if Archaeological Deposits Are Encountered during Ground- Disturbing Activities. If archaeological deposits are encountered during Project-related ground disturbance, work in the area (i.e., within a 100-foot radius) shall stop immediately. The onsite qualified archaeologist (if required) shall assess the find and determine the path forward. Archaeological deposits include, but are not limited to, flaked

[15] U.S. Department of the Interior. 1983. *Archaeology and Historic Preservation; Secretary of the Interior's Standards and Guidelines.* Available: https://www.nps.gov/subjects/historicpreservation/upload/standards-guidelines-archeology-historic-preservation.pdf.

stone or ground stone, midden and shell deposits, historic-era refuse, and/or structure foundations.

If any human remains are discovered during ground-disturbing activities, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie human remains. The remains would be treated in accordance with existing State laws, including PRC Section 5097.98 and Health and Safety Code Section 7050.5.

Impact CUL-3. Human Remains (Construction).

FINDINGS: Implementation of Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3, which are hereby adopted and incorporated into the Revised Project, would reduce construction impacts related to human remains to a less-than-significant level. The City finds adherence to State regulations, including Public Resources Code Section 5097.98 and Health and Safety Code Section 7050.5, regarding the discovery of human remains during construction, along with implementation of mitigation measures, to be feasible. The City hereby determines that any construction impacts related to human remains remaining after implementation of Mitigation Measures CUL-2.1, CUL-2.2 and CUL-2.3 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Human remains would not be encountered during the Project operations, therefore there would be no impact to human remains from operation of the Revised Project. The Revised Project could disturb human remains, including those interred outside of dedicated cemeteries during Project construction. The results of the NWIC records searches conducted in 2019 and 2022 and the historic- period maps and aerial photographs indicate that no known previously recorded dedicated cemeteries or cultural resources that include human remains are located within or adjacent to the Project site. However, given the sensitivity for buried pre-European contact archaeological deposits, as well as requirements for below-grade excavations up to 16 feet for parking, service access to buildings, foundations, and most utilities and up to a depth of approximately 28 feet for jack-and-bore pits to install transmission lines within a San Francisco Public Utilities Commission easement, the potential exists for encountering unknown remains associated with archaeological deposits. Should human remains be unearthed during Revised Project construction, they would be treated in accordance with existing State laws, including PRC Section 5097.98 and Health and Safety Code Section 7050.5. With enforcement of State laws and implementation of Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3, Revised Project impacts related to a disturbance of human remains would be less than significant with mitigation.

Mitigation Measures: Implement Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3.

Impact C-CUL-1: Cumulative Impacts on Archaeological Resources and Human Remains (Construction).

FINDING: Implementation of Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3, which are hereby adopted and incorporated into the Revised Project, would reduce cumulative construction impacts related to archaeological resources and human remains to a less-than-significant level. The

City finds the mitigation measures to be feasible. The City hereby determines that cumulative construction impacts related to archaeological resources and human remains remaining after implementation of Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. The Revised Project, in combination with other foreseeable development in the vicinity, could result in impacts on unknown archaeological resources and human remains. Because the Project site is situated in an archaeologically sensitive area, the possibility exists of encountering unknown archaeological resources during ground-disturbing activities associated with Project construction. The Revised Project could contribute to a cumulative loss of archaeological resources and disturbance of human remains. Therefore, the Revised Project's cumulative impact prior to the application of mitigation measures could be cumulatively considerable. In addition to adopted policies and existing regulations to protect cultural resources and human remains, the Revised Project would be subject to Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3, which call for development and implementation of a monitoring plan, worker awareness training, and requirements to stop work if archaeological deposits are encountered during ground-disturbing activities. Compliance with Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3 would reduce the Revised Project's contribution to a cumulative construction impact to less than cumulatively considerable, resulting in a cumulative construction impact that would be less than significant with mitigation.

Mitigation Measures: Implement Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3.

7. Biology

The topic of biology was analyzed in Section 3.8 of the EIR. The EIR determined that the Revised Project could result in significant impacts related to biology and recommended mitigation measures, as discussed below.

Impact BIO-1: Loss or Damage to Nesting Birds and Bats.

FINDING: Implementation of Mitigation Measures BIO-1.1 and BIO-4.1, which are hereby adopted and incorporated into the Revised Project, would reduce construction impacts related to nesting birds and bats to a less-than-significant level. The City finds protection for roosting bats to be feasible. With implementation of mitigation, the Revised Project would not have a substantial adverse effect on nesting birds or their nests or on bats. The City hereby determines that any construction impacts related to nesting birds and bats remaining after implementation of Mitigation Measures BIO-1.1 and BIO-4.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR**.** If the Revised Project is implemented during the nesting season for birds (February 1 through August 31), construction activities could result in the direct mortality of adult or young birds, the destruction of active nests, and/or disturbance of nesting adults, causing nest abandonment and/or loss of reproductive effort.

Any disturbance of nesting birds that results in the abandonment of active nests or the loss of active nests through vegetation or building removal would be considered a significant impact. In addition, construction activities could result in the direct mortality of roosting bats, including pallid bat, during tree and building removal, which would also be considered a significant impact. Implementation of Mitigation Measure BIO-4.1, described below under Impact BIO-4, would reduce potential impacts on nesting migratory birds to less than significant with mitigation. Implementation of Mitigation Measure BIO-1.1 would reduce potential Project construction impacts on bats, including pallid bat, to less than significant with mitigation.

> Mitigation Measure BIO-1.1: Protect Roosting Bats. To avoid impacts on roosting bats that may utilize trees and/or vacant buildings in the Project area for day roosting, the Project Sponsor shall retain a qualified wildlife biologist to conduct a survey for roosting bats no sooner than 14 days prior to the start of demolition of any vacant buildings with ingress and egress points, as determined by a qualified wildlife biologist, that could be used by bats or the removal of suitable roosting vegetation (i.e., trees) for bats. If building demolition or vegetation removal efforts do not begin within the 14 days following the survey for roosting bats, another survey shall be required. Trees adjacent to the transmission line routing options would not require surveys for bats because they would not be affected by construction activities. If roosting bats are detected, the biologist shall enact a 150-foot (minimum) no-work buffer from the perimeter of the area the bats are thought to be occupying and confer with CDFW to determine potential roost protection or roost eviction practices, such as installing one-way exclusion devices or using lights to deter roosting. After conferring with CDFW, the protective buffer may be adjusted, based on specific roost needs. Once bats have been protected by a buffer, construction may resume outside the buffered area. The buffer may be removed and construction may resume inside the buffered area once the bats have been safely evicted from roosting sites (as approved by CDFW), thereby avoiding take, as defined by CESA and the California Fish and Game Code.
>
> Mitigation Measure: Implement Mitigation Measure BIO-4.1 (below).

Impact BIO-4: Impede Use of Native Wildlife Nursery Sites or Interfere with Movement of Native Migratory Wildlife Species (Nesting Birds During Construction).

FINDING: Implementation of Mitigation Measure BIO-4.1, which are hereby adopted and incorporated into the Revised Project, would reduce impacts related to nesting birds during construction to a less-than- significant level. The City finds protection for nesting birds to be feasible. The City hereby determines that any impacts related to nesting migratory birds during construction remaining after implementation of Mitigation Measure BIO-4.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Currently, there are approximately 350 ornamental and landscaping trees on the Project site and four buildings, all of which are planned for removal during construction. Trees along streets adjacent to the transmission line routing options are located outside of the Project boundaries and would not be affected by

construction activities. Impacts on native migratory birds, including tree-nesting raptors, could involve direct impacts from the removal of nesting trees or shrubs, or other nesting substrate (e.g., buildings), as well as indirect impacts from increases in noise and human activity near nesting habitat. An increase in noise and human activity could reduce the quality of that habitat and ultimately change the behavior of nesting birds, resulting in nest abandonment. Construction activities have the potential to produce noise levels that would be higher than those that currently exist in the Project area. Therefore, impacts on bird nesting sites from construction noise, as well as impacts from eliminating bird nesting sites during construction, are considered significant. Mitigation Measure BIO-4.1 would reduce potential Revised Project impacts related to nesting migratory birds during construction to a less-than-significant level.

> Mitigation Measure BIO-4.1: Protect Nesting Birds. To the extent feasible, the Project Sponsor and its contractor shall avoid conducting vegetation removal during the migratory bird season (February 1 through August 31). If Project-related activities must take place during the migratory bird season, the Project Sponsor shall retain a qualified wildlife biologist to conduct a survey for nests of migratory birds. Surveys for nesting migratory birds shall occur within 3 days prior to the commencement of ground disturbance and vegetation removal in areas that will be affected by Project construction activities. Multiple nest surveys shall be required if construction is phased or when construction work stops for more than 2 weeks at a portion of the site where suitable nesting habitat occurs within the minimum nest buffer zone widths described below. If construction is ongoing for multiple years, these surveys shall be conducted each year.
>
> If an active nest is discovered, a no-disturbance buffer zone around the nest tree or shrub, or, for ground-nesting species, the nest itself, shall be established. The no-disturbance zone shall be marked with flagging or fencing that can be easily identified by the construction crew and shall not affect the nesting bird or attract predators to the nest location. In general, the minimum nest buffer zone widths shall be as follows: 50 feet (radius) for non-raptor ground-nesting species, 50 feet (radius) for non- raptor shrub- and tree-nesting species, and 300 feet (radius) for raptor species. Buffer widths may be modified, based on discussion with CDFW. Buffers shall remain in place as long as the nest is active or young remain in the area and are dependent on the nest.

Impact BIO-4: Impede Use of Native Wildlife Nursery Sites or Interfere with Movement of Native Migratory Wildlife Species (Bird Collisions).

FINDING: Implementation of Mitigation Measure BIO-4.2, which are hereby adopted and incorporated into the Revised Project, would reduce impacts related to bird collisions to a less-than-significant level. The City finds implementation of bird-safe design standards to be feasible. The City hereby determines that any impacts related to bird collisions remaining after implementation of Mitigation Measure BIO-4.2 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. The Revised Project would construct buildings up to 20 stories tall. Resident and migratory birds could experience injury or death from collisions with buildings due to the use of transparent or reflective glass on the

buildings or improper lighting at the Project site, which could misdirect or confuse birds during flight. Impacts on the movement of birds due to collisions with buildings are considered significant. Although bird collisions cannot be completely avoided, the Revised Project Sponsor would incorporate the City's standard condition of approval for bird safety into the final design of Project buildings to reduce potentially significant impacts related to bird collisions. Mitigation Measure BIO-4.2, along with building designs, would reduce potential Revised Project impacts related to bird collisions to a less-than-significant level.

> Mitigation Measure BIO-4.2: Implement Bird-Safe Design Standards into Project Buildings and Lighting Design. The Project Sponsor, either directly or through its contractor, shall prepare and implement a set of specific standards in the site plans submitted for approval by the City for minimizing hazards to birds. These specific standards shall include the following measures to minimize hazards to birds:
>
> - Reduce large areas of transparent or reflective glass
> - Locate water features and other bird habitat away from building exteriors to reduce reflection
> - Reduce the visibility of landscaped areas behind glass or eliminate them
> - To the extent feasible, take appropriate measures to avoid the use of unnecessary lighting at night, especially during bird migration season (i.e., February–May and August–November), through the installation of motion sensors for lighting, automatic shut-off mechanisms, downward-facing exterior light fixtures, or other effective measures to the extent possible.

Impact C-BIO-1: Cumulative Special-Status Species—Nesting Birds and Bats (Construction).

FINDINGS: Implementation of Mitigation Measures BIO-1.1 and BIO-4.1, which are hereby adopted and incorporated into the Revised Project, would reduce cumulative construction impacts related to special-status species, including nesting birds and bats, to a less-than-significant level. The City finds protection for roosting bats and nesting birds to be feasible. The City hereby determines that any cumulative construction impacts related to special-status species, including nesting birds and bats, remaining after implementation of Mitigation Measures BIO-1.1 and BIO-4.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Because Santa Clara is largely built out and has limited undeveloped land, cumulative projects in the vicinity of the Project site would involve primarily the construction of new buildings on previously developed sites or modifications to existing buildings or infrastructure. Cumulative impacts on biological resources could be significant because reasonably foreseeable projects could affect or remove additional structures and trees or erect new structures. However, environmental review for individual projects would address potential impacts. Impacts on nesting birds and bats would be reduced because the

cumulative projects would also be subject to the requirements of the wildlife protection laws, including CESA, the MBTA, and the California Fish and Game Code. However, the Revised Project's contribution to a cumulative impact could be significant. Implementation of Mitigation Measures BIO-1.1 and BIO-4.1 would require pre-construction surveys for nesting birds and bats. In addition, the Revised Project would be required to comply with Policy 5.3.1-P10 of the General Plan as well as City Code Chapter 12.35, which requires new development to replace removed protected trees at a 2:1 ratio for 24-inch box trees, 4:1 for 15-gallon trees, or 1:1 for dead trees; therefore, any nesting habitat lost from tree removal would be replaced. Implementation of these mitigation measures and compliance with City policies and codes would ensure that the Revised Project's contribution to cumulative construction impacts on nesting bird and bat species would not be cumulatively considerable.

Mitigation Measures: Implement Mitigation Measures BIO-1.1 and BIO-4.1.

Impact C-BIO-3: Cumulative Impede Use of Native Wildlife Nursery Sites or Interfere with Movement of Native Migratory Wildlife Species.

FINDING: Implementation of Mitigation Measure BIO-4.1, which is hereby adopted and incorporated into the Revised Project, would reduce the impacts related to native wildlife nursery sites and movement of native migratory wildlife species, specifically birds and their active nests, to a less-than-significant level. The City finds pre-construction surveys for nesting birds and compliance with Policy 5.3.1-P10 of the General Plan as well as City Code Chapter 12.35 to be feasible. The City hereby determines that any impacts related to native wildlife nursery sites and migratory wildlife species, specifically birds and their active nests, due to tree removal and bird collisions remaining after implementation of Mitigation Measure BIO-4.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Cumulative impacts on native wildlife nursery sites and migratory wildlife species could be significant because reasonably foreseeable projects could affect or remove additional structures and trees and erect new structures. However, impacts on nesting birds would be reduced because cumulative projects would also be subject to the requirements of wildlife protection laws, including the MBTA and California Fish and Game Code, and individual project environmental review would address potential impacts. For Revised Project-specific impacts, Mitigation Measure BIO-4.1 would require pre-construction surveys for nesting birds. In addition, the Revised Project would be required to comply with Policy 5.3.1-P10 of the General Plan as well as City Code Chapter 12.35, which requires new development to replace protected trees to be removed at a 2:1 ratio for 24- inch box trees, 4:1 for 15-gallon trees, or 1:1 for dead trees; therefore, any nesting habitat lost from tree removal would be replaced onsite. Implementation of this mitigation measure and compliance with City policies and codes would ensure that the Revised Project's contribution to cumulative impacts on the use of native wildlife nursery sites would not be cumulatively considerable and would be less than significant.

In addition, cumulative impacts on these biological resources could be significant because it is reasonable to expect that cumulative projects would erect new buildings or structures that could

also result in injury or death involving resident or migratory birds from collisions with buildings. Although bird collisions cannot be completely avoided, the City's standard condition of approval with respect to bird safety would require the final design of Revised Project buildings to reduce significant impacts related to bird collisions. For the Revised Project, Mitigation Measure BIO-4.1 would require implementation of bird-safe design standards in Project buildings and lighting designs. Implementation of Mitigation Measure BIO-4.1 would ensure that the Revised Project's contribution to cumulative impacts on the movement of native migratory wildlife species would not be cumulatively considerable.

Mitigation Measure: Implement Mitigation Measure BIO-4.1.

8. Geology and Soils

The topic of geology and soils was analyzed in Section 3.9 of the EIR. The EIR determined that the Revised Project could result in significant impacts related to geology and soils and recommended mitigation measures, as discussed below.

Impact GEO-3: Soil Instability (Construction).

FINDINGS: Implementation of Mitigation Measure GEO-3.1, which is hereby adopted and incorporated into the Revised Project, would reduce the impacts related to soil instability, specifically subsidence and settlement, to a less-than-significant level. The City finds preparation of a design-level geotechnical report with recommendations and implementation of corrective measures to be feasible. The City hereby determines that any impacts related to soil instability, specifically subsidence and settlement, remaining after implementation of Mitigation Measure GEO-3.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Construction of the Revised Project would require excavation up to a depth of approximately 16 feet for the one level of below-grade parking and up to a depth of approximately 28 feet for jack-and-bore pits to install transmission lines within a San Francisco Public Utilities Commission easement. Settlement due to new loads from the placement of fill material could damage existing improvements surrounding the Project site (e.g., streets, sidewalks, utilities) or proposed improvements on the Project site (e.g., proposed structures, streets, sidewalks, utilities), which would be a significant impact. Shoring would be required to restrain the sidewalls of the excavations laterally, ensuring that they would not collapse, and limit the movement of adjacent improvements, such as public streets, sidewalks, and utilities. If potential settlement due to the placement of fill material is not accounted for in the Project design, damage to existing or proposed improvements could occur. If appropriate shoring systems are not designed and installed, the movement or collapse of excavation sidewalls, as well as subsidence due to dewatering, could result in damage to adjacent improvements. Thus, significant impacts related to soil instability could result from construction of the Revised Project. But such impacts would be adequately addressed by Mitigation Measure GEO-3.1, which would reduce soil instability impacts, specifically related to subsidence and settlement, to a less-than-significant level.

Mitigation Measure GEO-3.1: Static Settlement, Subsidence, or Collapse. The Project Sponsor shall define the extent and depth of fill materials that would be placed on the Project site in the Project plans. The Project Sponsor shall hire a qualified geotechnical engineer to prepare a design-level geotechnical report for the Project, which shall include the following:

- A design-level analysis of potential total and differential settlement associated with the placement of defined amounts of fill material, construction of other improvements, and dewatering activities on the Project site. The settlement analysis shall define a buffer distance away from the Project site within which settlement could occur as a result of the Project and describe the settlement amounts that could occur within this buffer distance.

- Allowable settlement estimates for planned and existing improvements, both on the Project site and within the buffer distance described above, which shall account for estimated settlement amounts developed for existing and planned improvements on surrounding properties.

- Recommendations to minimize the amount of subsidence/settlement and differential settlement that would result from the Project (e.g., minimizing the placement of fill, using lightweight fill, employing shoring systems that minimize the amount of excavation dewatering required).

- Recommendations to mitigate potential damage to proposed and existing improvements (e.g., structures, pavement surfaces, roadways, utilities), both on and off the Project site, that could result from settlement of existing unstable soil on and near the Project site as a result of the Project. Such recommendations could include the installation of flexible utility couplings or relocation of utilities.

- If the settlement analysis indicates that existing offsite improvements could be adversely affected by settlement as a result of the Project, a pre-construction survey (e.g., crack survey) and settlement monitoring program shall be developed and implemented before and during construction for existing improvements that may be affected by the Project. This survey shall be used as a baseline for evaluating any damage claims; it shall also be used to assist the contractor when assessing the performance of shoring systems. The pre-construction survey shall record the elevation and horizontal position of all existing installations within the buffer distance determined by the settlement analysis, as described above, and shall consist of, but not be limited to, photographs, video documentation, and topographic surveys. The settlement monitoring program shall include the installation of inclinometers and groundwater monitoring wells within an approximate distance of 5 to 15 feet from excavations toward existing improvements. Settlement surveys shall be performed on a weekly basis during excavation and on a monthly basis starting approximately 1 month after the excavation has been completed and continuing for a period of at least 2 years after the completion of construction activities (or other frequency and duration recommended by the geotechnical engineer of record).

The Project Sponsor shall submit the Project plans and design-level geotechnical report to the City for review and approval prior to the City issuing grading or building permits. The Project Sponsor shall repair damage to existing or planned improvements if settlement monitoring identifies obvious damage or an exceedance of allowable settlement amounts or an exceedance of allowable settlement amounts. The repair of damage shall be performed prior to the City issuing a certificate of occupancy for the applicable portion of the Project.

Impact GEO-6: Paleontological Resources (Construction)

FINDINGS: Implementation of Mitigation Measure GEO-6.1, which is hereby adopted and incorporated into the Revised Project, would reduce construction impacts related to paleontological resources to a less-than- significant level. The City finds paleontological resource monitoring, the evaluation of found resources, and preparation of a recovery plan to be feasible. The City hereby determines that any construction impacts related to paleontological resources remaining after implementation of Mitigation Measure GEO-6.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. The Revised Project would be located in areas that are underlain by geologic units that have yielded scientifically important fossil finds, including vertebrate remains. There would be no impact on paleontological resources during Revised Project operation. The Revised Project construction involves excavation to a maximum depth of 28 feet bgs in sediments that have been previously disturbed at ground surface. Based on boring samples, it appears that geologic units underlying the site have not been disturbed at depth. Therefore, it is possible that Project-related excavation could encounter significant paleontological resources. Accordingly, the Revised Project could have a significant impact on significant paleontological resources because construction of the Revised Project could directly or indirectly destroy a unique paleontological resource or site or unique geological feature. Implementation of Mitigation Measure GEO-6.1 would protect any paleontological resources discovered during Project construction and ensure that impacts would be less than significant, providing for identification, recovery, and curation of paleontological resources.

<u>Mitigation Measure GEO-6.1: Paleontological Resources.</u> Monitor for Discovery of Paleontological Resources, Evaluate Found Resources, and Prepare and Follow a Recovery Plan for Found Resources.

Given the potential for paleontological resources to be present in construction areas at ground surface and at excavation depths in sensitive geologic units in the paleontological resources study area, the following measures shall be undertaken to avoid any potentially significant effect on paleontological resources from the improvements. Before the start of any drilling or pile-driving activities, the Project Sponsor shall retain a qualified paleontologist, as defined by the Society of Vertebrate Paleontology, who is experienced in teaching non-specialists. The qualified paleontologist shall be approved by the City prior to the start of any drilling or pile-driving activities. Prior to construction, the qualified paleontologist shall prepare a general (high-level) recovery plan, which could be tailored to a specific area in the event of a discovery. The qualified paleontologist shall train all

construction personnel, including the site superintendent, who are involved with earthmoving activities regarding the possibility of encountering fossils, the appearance and types of fossils that are likely to be seen during construction, and proper notification procedures should fossils be encountered. Procedures to be conveyed to workers include halting construction within 50 feet of any potential fossil find and notifying a qualified paleontologist, who shall evaluate the significance. The qualified paleontologist shall also visit the Project site once per week during earthmoving to verify that workers are following the established procedures, unless determined by the qualified paleontologist that more frequent visits are warranted.

If paleontological resources are discovered during earthmoving activities, the construction crew shall immediately cease work within 50 feet of the find and notify the City and Project Sponsor. Construction work in the affected areas shall remain stopped or be diverted to allow recovery of fossil remains in a timely manner. The Project Sponsor shall retain a qualified paleontologist (who has been approved by the City) to evaluate the resource and tailor the general recovery plan to the specific nature of the discovery, in accordance with Society of Vertebrate Paleontology guidelines.[16] The tailored recovery plan may include a field survey, construction monitoring, sampling and data recovery procedures, museum storage coordination for any specimen recovered, and a report of findings. The City shall review and approve the tailored recovery plan prior to recommendations being implemented. Recommendations in the tailored recovery plan that are determined by the City to be necessary and feasible shall be implemented before construction activities can resume at the site where the paleontological resources were discovered. The Project Sponsor, with City oversight, shall be responsible for ensuring that the monitor's recommendations regarding treatment and reporting are implemented.

Impact C-GEO-4: Cumulative Settlement or Subsidence of Unstable Soil (Construction).

FINDING: Implementation of Mitigation Measure GEO-3.1, which is hereby adopted and incorporated into the Revised Project, would reduce cumulative construction impacts related to settlement or subsidence of unstable soil to a less-than-significant level. The City finds preparation of a design-level geotechnical report with recommendations and implementation of corrective measures to be feasible. The City hereby determines that the Revised Project's contribution to a cumulative construction impact related to settlement or subsidence of unstable soil would not be cumulatively considerable and any cumulative construction impacts from the Revised Project related to unstable soil remaining after implementation of Mitigation Measure GEO-3.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Potential cumulative impacts associated with the settlement or subsidence of unstable soil could occur if projects near the Project site cause settlement from new loads or subsidence from dewatering, which could affect existing

[16] Society of Vertebrate Paleontology. 2010. *Standard Procedures for the Assessment and Mitigation of Adverse Impacts to Paleontological Resources*. Available: http://vertpaleo.org/Membership/Member-Ethics/SVP_Impact_Mitigation_Guidelines.aspx. Accessed: September 1, 2023.

and proposed improvements, including structures, pavement/roadways, and utilities. Multiple projects are adjacent to the Project site that could cause cumulative settlement and subsidence impacts. Cumulative projects could involve the placement of fill material or structures that could contribute to the settlement of unstable soil in adjacent areas from new loads. They could also involve dewatering, which could contribute to subsidence in adjacent areas. Settlement or subsidence in areas adjacent to these cumulative projects could combine with settlement or subsidence associated with the Revised Project and contribute to damage for existing or planned improvements. Therefore, the Revised Project, in combination with other foreseeable development in the vicinity, could result in a cumulatively considerable contribution to settlement or subsidence. Implementation of Mitigation Measure GEO-3.1 would ensure that 1) the potential for settlement, including subsidence, from the Revised Project would be evaluated in the design-level geotechnical report and geotechnical recommendations to address potential settlement issues; 2) settlement monitoring would be performed during and following construction of the Revised Project, as necessary; and 3) if excessive settlement occurs, corrective measures (e.g., repair of damage) would be implemented. Therefore, the Revised Project's contribution to a cumulative impact related to settlement or subsidence of unstable soil during construction would not be cumulatively considerable, and the cumulative construction impact would be less than significant with mitigation.

Mitigation Measure: Implement Mitigation Measure GEO-3.1.

Impact C-GEO-6: Cumulative Paleontological Resources Impacts (Construction).

FINDINGS: Implementation of Mitigation Measure GEO-6.1, which is hereby adopted and incorporated into the Revised Project, would reduce construction impacts to a less-than-significant level. The City finds paleontological resource monitoring, the evaluation of found resources, and preparation of a recovery plan to be feasible. The City hereby determines that the Revised Project's contribution to a cumulative impact related to paleontological resources would not be cumulatively considerable and any construction impacts related to paleontological resources remaining after implementation of Mitigation Measure GEO-6.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. The Project vicinity has seen extensive development over the past decades, and a small number of important early Holocene and Pleistocene vertebrate fossils have been recovered. Cumulative projects on this geologic unit, including all projects involving excavation into the Quaternary alluvium, could affect paleontological resources as a result of ground-disturbing activities, such as grading and excavation during construction. Therefore, construction of the Revised Project, in combination with other foreseeable development in the vicinity, could result in a substantial effect on paleontological resources, Implementation of Mitigation Measure GEO-6.1 would protect any paleontological resources discovered during Project construction and ensure that impacts would be less than significant, providing for identification, recovery, and curation of paleontological resources. Therefore, the Revised Project's contribution to a cumulative impact on paleontological resources would not be considerable, and the cumulative impact would be less than significant with mitigation.

Mitigation Measure: Implement Mitigation Measure GEO-6.1.

9. Hydrology and Water Quality

The topic of hydrology and water quality was analyzed in Section 3.10 of the EIR. The EIR determined that the Revised Project could result in significant impacts related to hydrology and water quality and recommended mitigation measures, as discussed below.

Impact WQ-1: Water Quality.

FINDING: Implementation of Mitigation Measures HAZ-2.1, WQ-1.1, and WQ-1.2, which are hereby adopted and incorporated into the Revised Project, would reduce impacts related to water quality to a less-than- significant level. The City finds implementation of a Dewatering Plan and a Soil and Groundwater Management Plan, as well as monitoring wells, to address known and potential unidentified subsurface contamination to be feasible. The City hereby determines that any impacts related to water quality remaining after implementation of Mitigation Measures HAZ-2.1, WQ-1.1 and WQ-1.2 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Groundwater dewatering would be required for subsurface construction activities. Excavation dewatering activities can affect groundwater quality by contributing to saltwater intrusion or the migration of contaminated groundwater to previously uncontaminated areas. Construction is anticipated to occur over a period of about 9 years and could require a substantial amount of excavation dewatering. The effects of dewatering on groundwater conditions in the area surrounding the Project site would depend on the characteristics of the water-bearing zones encountered by excavation, the excavation shoring and dewatering system designs, and the duration/phasing of Project construction. Historic groundwater pumping and land subsidence resulted in saltwater intrusion in the shallow aquifer of the Santa Clara Plain. Furthermore, saltwater intrusion has been identified in the Project area. Therefore, dewatering at the Project site could contribute to further saltwater intrusion, which would be a significant impact related to groundwater quality. Mitigation Measure WQ-1.1 would evaluate the potential for saltwater intrusion through geotechnical analysis and modeling and require the Revised Project to use shoring systems that would limit dewatering volumes and durations to the maximum extent possible, if deemed necessary by Valley Water. Implementation of Mitigation Measure WQ-1.1 would ensure that the significant impacts related to saltwater intrusion during dewatering during construction would be reduced to a less-than-significant level.

In addition, previously unidentified groundwater contamination could be present in areas near the Project site because of previous and existing commercial/industrial land uses in the Project area. Therefore, dewatering activities at the Project site could contribute to the migration of potentially contaminated groundwater to previously uncontaminated areas, which would be a significant impact related to groundwater quality. Implementation of Mitigation Measures WQ-1.1 and HAZ-2.1 would ensure that the significant impact related to the migration of contaminated groundwater would be reduced to a less-than- significant level by ensuring that subsurface contamination at the Project site and along proposed transmission line routes for the Revised Project would be further investigated and remediated, if necessary, under the oversight of a regulatory agency and that

modeling of the proposed dewatering activities would include an evaluation of the potential for the migration of contaminated groundwater. Implementation of Mitigation Measure HAZ-2.1 also requires preparation and implementation of a Soil and Groundwater Management Plan to address known and potential unidentified subsurface contamination that may be encountered during construction. With implementation of Mitigation Measures WQ-1.1 and HAZ-2.1, plus compliance with State, regional, and local regulations, the Revised Project would not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality and impacts on water quality would be less-than-significant.

If there are wells on the Project site and the wells are not properly destroyed prior to or during redevelopment, the wells could act as vertical conduits and allow future migration of saltwater and other potential contaminants from shallow groundwater into deeper groundwater zones, which would be a significant impact on groundwater quality. Additionally, the installation of landscaping (in particular, stormwater treatment/infiltration features) over areas of contaminated soil or groundwater could increase the leaching of contaminants from soil into groundwater or the migration of contaminated groundwater, which would be a significant impact on groundwater quality. Implementation of Mitigation Measure WQ-1.2 would ensure that the significant impact related to wells would be reduced to a less- than-significant level by requiring potential wells on the Project site to be investigated and properly destroyed. Implementation of Mitigation Measure HAZ-2.1 would ensure that the significant impact related to contaminated groundwater would be reduced to a less-than-significant level by ensuring that subsurface contamination at the Project site would be further investigated and remediated, as necessary, under the oversight of a regulatory agency. Implementation of Mitigation Measure HAZ-2.1 would require preparation and implementation of a Soil and Groundwater Management Plan to address known and potential unidentified subsurface contamination that may be encountered during construction. Thus, compliance with the MRP and implementation of Mitigation Measures WQ-1.2 and HAZ-2.1 would ensure the protection of groundwater and surface water quality during operation and maintenance of the Revised Project, and impacts would be less than significant with mitigation.

> Mitigation Measure: Implement Mitigation Measures HAZ-2.1 (*Subsurface Contamination*), below.
>
> Mitigation Measure WQ-1.1: Dewatering. The Project Sponsor shall prepare a Dewatering Plan that shall be submitted to Valley Water and City for review and approval. The Dewatering Plan shall account for phasing of excavation/construction activities and include the following:
>
> - A detailed analysis of soil formations that would be affected by excavation and dewatering activities;
> - A detailed description of proposed excavation shoring systems;
> - The proposed dewatering locations, flow rates, and durations that would be required, based on the soil formations present and the proposed excavation activities and shoring systems;
> - The design of the proposed dewatering systems and effluent treatment systems;

- Geotechnical analysis and hydraulic modeling to demonstrate the anticipated performance of the dewatering systems and potential changes to surrounding hydrogeologic conditions, including changes in groundwater levels and flow directions, potential movement of contaminated groundwater, potential saltwater intrusion, and potential settlement due to subsidence.

- Proposed dewatering effluent discharge locations and flow rates; and

- Adequate onsite storage capacity to limit or cease dewatering discharges during times of heavy rain/flooding.

The Project shall utilize shoring systems, such as soil/cement cutoff walls, if deemed necessary by Valley Water to ensure sustainable management of the Santa Clara Subbasin, that limit dewatering volumes and durations to the maximum extent possible. The designs for the proposed shoring systems and dewatering systems as well as the Dewatering Plan shall be revised as necessary, based on comments from the City or Valley Water. The Dewatering Plan shall be approved by Valley Water and the City prior to the issuance of permits by Valley Water for the installation of dewatering wells and permits from the City for construction of shoring and dewatering systems.

Mitigation Measure WQ-1.2: Wells. The Project Sponsor shall evaluate the potential presence of wells on the Project site, based on Valley Water records. If suspected wells have already been properly destroyed, the Project Sponsor shall provide evidence to Valley Water to demonstrate this. If it cannot be readily determined whether any wells are present on the Project site or whether the suspected wells have been properly destroyed, the Project Sponsor shall further investigate the locations of suspected wells. This investigation shall be performed under the direction of Valley Water and may include the use of geophysical surveying methods, potholing, excavation, or other exploratory activities, as deemed necessary by Valley Water, to evaluate the locations and conditions of the suspected wells. If any wells are identified at the Project site that have not been properly destroyed, the Project Sponsor shall properly destroy the wells under permits from Valley Water. The Project Sponsor shall provide the City with evidence that suspected wells on the Project site have been investigated and properly destroyed, if necessary, to the satisfaction of Valley Water prior to the City issuing demolition or grading permits for the Project. If any well is discovered during construction that has not been properly destroyed, the well shall be protected until it can be properly destroyed under permits from Valley Water at the soonest possible time.

Impact WQ-2: Groundwater Supplies.

FINDING: Implementation of Mitigation Measures GEO-3.1, WQ-1.1, and WQ-2.1, which are hereby adopted and incorporated into the Revised Project, would reduce impacts related to groundwater supplies to a less-than-significant level. The City finds the evaluation of construction dewatering in the design-level geotechnical report and the Dewatering Plan as well as the water-saving features during operation in the MWENDO to be feasible. The City hereby determines that any impacts related to groundwater supplies remaining after implementation of Mitigation Measures GEO-3.1, WQ-1.1, and WQ-2.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Construction of the Revised Project would require excavation for utilities and below-grade parking. The amount of excavation dewatering required for the Revised Project could vary significantly, depending on the excavation shoring systems utilized but construction dewatering for such excavation would be required. Extraction of groundwater for several years by the Project construction could be considered a substantial use of groundwater resources, particularly during periods of drought and when considering that construction and operation of other developments in the Santa Clara Plain could also increase groundwater pumping in the plain. In addition, construction dewatering could contribute to a significant impact related to decreasing groundwater supplies. Depending on the amount of construction dewatering performed and the characteristics of the soil formations and overlying improvements within the area that would be affected by dewatering, there is potential for permanent subsidence to occur, which would be a significant impact related to dewatering and subsidence. The below-grade structures on the Project site would be waterproofed; therefore, operational dewatering would not be required following the completion of construction. However, because of future water demand in Santa Clara and reasonably anticipated deficiencies from other sources, the City may need to rely more heavily on groundwater for the future water supply. Valley Water has requested that the City and Project Sponsor implement specific measures from the Model Water Efficiency New Development Ordinance (MWENDO) to reduce or avoid impacts on the water supply. If the Revised Project does not implement specific measures from the MWENDO to reduce or avoid impacts on the water supply, the Revised Project could contribute to unsustainable management of the Santa Clara Subbasin by increasing groundwater pumping and contributing to unsustainable levels of groundwater extraction from the Santa Clara Subbasin, which would be a significant impact.

Implementation of Mitigation Measure WQ-1.1 would require a Dewatering Plan to be prepared and submitted to Valley Water and the City for review and approval. It would also require the Revised Project to use shoring systems, such as soil/cement cutoff walls, if deemed necessary by Valley Water to ensure sustainable management of the Santa Clara Subbasin, that would limit dewatering volumes and durations to the maximum extent possible. Therefore, Implementation of Mitigation Measure WQ-1.1 would ensure that potential impacts of Revised Project construction on groundwater supplies would be less than significant with mitigation. In addition, implementation of Mitigation Measures GEO-3.1 and WQ-1.1 would ensure that potential subsidence due to construction dewatering would be evaluated in the design-level geotechnical report and the Dewatering Plan that would be prepared for the Revised Project, which would be required to modify the proposed shoring systems and dewatering systems, as deemed necessary by Valley Water, to ensure sustainable management of the Santa Clara Subbasin. This includes controlling subsidence due to groundwater pumping. Implementation of Mitigation Measures GEO-3.1 and WQ-1.1 would therefore ensure that impacts related to impeding sustainable groundwater management of the basin and subsidence from construction of the Revised Project would be less than significant with mitigation.

Implementation of Mitigation Measure WQ-2.1 would ensure that potential operational impacts of the Revised Project related to substantially decreasing groundwater supplies or impeding sustainable groundwater management of the basin would be less than significant with mitigation, ensuring that water efficiency measures would be incorporated into the Project design, as requested

by Valley Water. With implementation of Mitigation Measure WQ-2.1, the Revised Project would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the Revised Project would impede sustainable groundwater management of the basin.

Mitigation Measures GEO-3.1 and WQ-1.1.

Mitigation Measure WQ-2.1: Water Supply. The Project shall incorporate specific measures from the MWENDO into the Project design, as requested by Valley Water, to ensure that projected use of water by the Project is consistent with Valley Water's countywide water-supply planning efforts and the WSA. The Project Sponsor shall provide the City and Valley Water with evidence of approval from SBWR for the Project's use of recycled water to reduce the demand generated by the Project to the extent feasible, based on Project design and operation. The water-saving features of the Project design and WSA prepared for the Project shall be provided to Valley Water for review. Additional water-saving measures shall be incorporated into the Project design if requested by Valley Water or the City, ensuring that the Project would be consistent with the WSA and Valley Water's countywide water- supply planning efforts. The water-saving features of the Project design shall be approved by Valley Water and the City prior to the City issuing building permits for the Project. The following specific measures from the MWENDO shall be incorporated into the Project design, as applicable:

- Install hot-water recirculation systems;
- Install graywater dual-distribution plumbing;
- Incorporate alternative water sources (e.g., cisterns) and recycled water connections as feasible;
- Install pool and spa covers;
- Encourage reuse of recycled water, graywater, and rainwater/stormwater in new development and remodels through the installation of dual plumbing for irrigation, toilet flushing, cooling towers, and other non-potable uses;
- Require dedicated landscape meters where applicable;
- Require installation of separate submeters to each unit in multifamily developments and individual spaces within commercial buildings to encourage efficient water use; and
- Install weather- or soil-based irrigation controllers.

Impact WQ-3: Drainage Patterns (Stormwater).

FINDING: Implementation of Mitigation Measures WQ-3.1 and WQ-3.2, which are hereby adopted and incorporated into the Revised Project, would reduce impacts related to stormwater conveyance and flooding to a less-than-significant level. The City finds a hydraulic study,

modifications to the Project design (if necessary), and implementation of a Construction-Period Stormwater Drainage Control Plan to be feasible. The City hereby determines that any impacts related to stormwater conveyance and flooding remaining after implementation of Mitigation WQ-3.1 and WQ-3.2 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Construction activities would involve excavation and grading, which could temporarily alter drainage patterns and expose soil to potential erosion. The precise timing for stormwater drainage system construction has not been defined. If modifications to the existing stormwater drainage systems are not appropriately designed or constructed at the appropriate times with regard to the different phases of Revised Project construction, as well as weather conditions (e.g., rain), then runoff from the Project site could exceed the capacity of existing or proposed stormwater drainage systems, flooding could occur onsite or offsite, and floodflows could be impeded or redirected by the Revised Project, which would be a significant impact related to altering stormwater drainage patterns. In addition, if the proposed stormwater drainage systems are not appropriately designed and constructed, runoff from the Project site during operation could exceed the capacity of existing or proposed stormwater drainage systems. Flooding could occur onsite or offsite, and floodflows could be impeded or redirected by the Revised Project, which would be a significant impact related to altering stormwater drainage patterns. Implementation of Mitigation Measures WQ-3.1 and WQ-3.2 would ensure that potential construction impacts of the Revised Project related to exceeding the capacity of existing or proposed stormwater drainage systems, flooding onsite or offsite, and impeding or redirecting floodflows would be less than significant by requiring a hydraulic study to be prepared to evaluate the potential impacts; modifications to the Project design, if necessary; and implementation of a Construction-Period Stormwater Drainage Control Plan. In addition, implementation of Mitigation Measure WQ-3.1 would ensure that potential operational impacts of the Project related to exceeding the capacity of existing or proposed stormwater drainage systems, flooding onsite or offsite, and impeding or redirecting floodflows would be less than significant by requiring a hydraulic study to be performed and the Revised Project design to be modified, if necessary, to demonstrate that the Revised Project would not result in significant impacts related to stormwater conveyance and flooding.

> <u>Mitigation Measure WQ-3.1: Drainage and Flooding during Construction and Operation.</u> The Project Sponsor shall prepare a Hydraulic Study to evaluate whether that the existing and proposed stormwater drainage systems that would receive runoff from the Project site would be capable of conveying the 10-year peak runoff from the Project site and flows from the Project site during a 100- year flood event would remain within public roadway limits and would not extend into private property, per City requirements. For Project construction, the Hydraulic Study shall also evaluate stormwater runoff patterns during all phases, including surface runoff flow directions and estimated discharge rates. For Project operation, the Hydraulic Study shall also evaluate the proposed changes to drainage patterns at the Project site and placement of fill material and structures within the special flood hazard area currently mapped within Democracy Way and determine whether such changes would result in an increase in the base flood elevation by more than 1 foot in any areas within Santa Clara when combined with changes in flooding conditions from all other existing and anticipated development. If the Hydraulic Study finds that the Project would

not meet the required stormwater conveyance and flooding conditions above, the Project design shall be modified to the satisfaction of the City to meet these conditions. Such design modifications could include additional stormwater retention systems, such as swales or underground cisterns/storage pipes with metered outlets, and/or changing the size and location of proposed storm drain systems on the Project site. The Hydraulic Study shall be submitted to the City for review and approval prior to the City issuing grading or building permit.

Mitigation Measure WQ-3.2: Construction Stormwater Drainage. The Project Sponsor shall prepare and implement a Construction-Period Stormwater Drainage Control Plan, which shall be submitted to the City for review and approval prior to the City issuing grading or building permits. The Construction-Period Stormwater Drainage Control Plan shall account for the phasing of construction activities and include the following:

- A detailed construction schedule for the entire Project that includes the timing for construction of new stormwater drainage systems and removal of existing stormwater drainage systems.

- Figures depicting the proposed grading of the Project site, including areas of excavation and the placement of fill during various phases of construction, and the drainage control systems that would be utilized during the various phases of construction (e.g., temporary berms and swales, sumps/pumps for subsurface structures, existing and planned stormwater drainage systems);

- A summary of detailed hydraulic evaluations of stormwater runoff patterns (see Mitigation Measure WQ-3.1), including surface runoff flow directions and estimated discharge rates for all construction phases.

- The proposed construction-period drainage control systems shall be designed such that the estimated rates and volumes of stormwater discharged to existing or proposed offsite stormwater drainage systems shall not increase beyond the existing condition. If rates and volumes of stormwater discharge to existing or proposed offsite stormwater drainage systems increase beyond the existing condition, the Construction-Period Stormwater Drainage Control Plan shall demonstrate that the existing or proposed offsite stormwater drainage systems have the capacity necessary to convey the increased discharges.

- Timing restrictions and methods for rerouting flows from existing storm drain systems during modification to ensure that construction activities do not impede flows within the systems.

- Special precautions to be taken for construction activities within special flood hazard zones, including not allowing the storage of hazardous materials or placement of features that could impede or redirect floodflows within special flood hazard zones.

Impact WQ-4: Release of Pollutants Due to Inundation (Flooding During Construction).

FINDING: Implementation of Mitigation Measure WQ-3.2, which is hereby adopted and incorporated into the Revised Project, would reduce construction impacts related to release of pollutants due to inundation to a less- than-significant level. The City finds implementation of a Construction-Period Stormwater Drainage Control Plan to be feasible. The City hereby determines that any construction impacts related to the release of pollutants due to inundation remaining after implementation of Mitigation Measure WQ-3.2 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, the mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. If hazardous materials are stored during construction within special flood hazard areas and flooding occurs, the Revised Project could result in a release of pollutants due to inundation, which would be a significant impact. In addition, the Revised Project would include the placement of fill material and structures within the special flood hazard area mapped within Democracy Way. Implementation of Mitigation Measure WQ-3.2 would ensure that the potential impact from release of pollutants due to inundation during construction would be less than significant with mitigation by requiring hazardous materials not to be stored in special flood hazard areas during construction of the Revised Project.

Mitigation Measure: Implement Mitigation Measure WQ-3.2.

Impact WQ-5: Conflict with a Water Quality Control Plan or Sustainable Groundwater Management Plan.

FINDINGS: Implementation of Mitigation Measures WQ-1.1, WQ-1.2, WQ-2.1, HAZ-2.1, and GEO-3.1, which are hereby adopted and incorporated into the Revised Project, would reduce impacts related to conflicts with a water quality control plan or sustainable groundwater management plan to a less-than-significant level. The City finds the evaluation of construction dewatering in the design-level geotechnical report, Dewatering Plan, and Soil and Groundwater Management Plan as well as the water-saving features during operation in the MWENDO to be feasible. The City hereby determines that any impacts related to conflicts with a water quality control plan or sustainable groundwater management plan remaining after implementation of Mitigation Measures WQ-1.1, WQ-1.2, WQ-2.1, HAZ-2.1, and GEO-3.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, the mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Construction of the Revised Project would be required to comply with National Pollutant Discharge Elimination System (NPDES) permit requirements, including the Construction General Permit. Implementation of Mitigation Measures WQ-1.1 and HAZ-2.1 would further ensure the protection of groundwater and surface water quality during construction of the Revised Project. Implementation of Mitigation Measures WQ-1.1 and GEO-3.1 would ensure that construction of the Revised Project would not substantially decrease groundwater supplies or impede sustainable groundwater management of the basin. Therefore, potential construction impacts related to conflicting with or obstructing implementation of the Basin Plan or Groundwater Management Plan (GMP) for the Santa Clara and Llagas Subbasins would be less than significant with mitigation.

Operation of the Revised Project would be required to comply with the MRP, which would ensure the protection of surface water quality. Implementation of Mitigation Measures WQ-1.2 and HAZ-2.1 would ensure the protection of groundwater water quality during operation of the Revised Project. Implementation of Mitigation Measure WQ-2.1 would ensure that operation of the Revised Project would not substantially decrease groundwater supplies or impede sustainable groundwater management of the basin. Therefore, potential operational impacts related to conflicting with or obstructing implementation of the Basin Plan or GMP for the Santa Clara and Llagas Subbasins would be less than significant with mitigation.

> Mitigation Measures: Implement Mitigation Measures WQ-1.1, WQ-1.2, WQ-2.1, HAZ-2.1, and GEO- 3.1.

Impact C-WQ-1: Cumulative Water Quality Impacts.

FINDING: Implementation of Mitigation Measures WQ-1.1, WQ-1.2, and HAZ-2.1, which are hereby adopted and incorporated into the Revised Project, would reduce cumulative impacts related to water quality to a less-than-significant level. The City finds implementation of a Dewatering Plan and a Soil and Groundwater Management Plan, as well as monitoring wells, to address known and potential unidentified subsurface contamination to be feasible. The City hereby determines that the Revised Project's contribution to a cumulative impact related to water quality would not be cumulatively considerable and any impacts related to cumulative water quality would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, the mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Stormwater discharged from past and existing land uses in the Project area and surrounding areas have contained pollutants and cumulatively contributed to impairment of the water quality in San Tomas Aquino Creek, Guadalupe Slough, and South San Francisco Bay. Furthermore, historical groundwater pumping in the Santa Clara Valley has resulted in cumulative impacts on groundwater quality through saltwater intrusion. Therefore, cumulative conditions exist for impacts on water quality in the Project area. Stormwater runoff and groundwater dewatering from the Project site and cumulative projects could result in the degradation of surface water and groundwater if not appropriately managed.

Stormwater runoff and groundwater from dewatering during construction of the Revised Project would be managed, treated, and monitored in accordance with NPDES permit requirements, including the Construction General Permit. Cumulative projects would also be required to comply with these existing regulations to protect water quality. The Revised Project would be required to implement Mitigation Measures WQ-1.1 and HAZ-2.1, which would further ensure the protection of groundwater and surface water during construction. As a result, construction of the Revised Project would not have a cumulatively considerable impact on surface water or groundwater quality; therefore, the Revised Project's contribution to cumulative impacts would not be considerable. The cumulative construction impact related to water quality would be less than significant with mitigation.

Stormwater runoff during operation of the Revised Project would be managed and treated in accordance with the MRP. Cumulative projects would also be required to comply with the MRP to protect water quality. The Revised Project would be required to implement Mitigation Measures WQ-1.2 and HAZ-2.1 to ensure the protection of groundwater during operation. As a result, operation of the Revised Project would not have a cumulatively considerable impact on surface water or groundwater quality; therefore, the Revised Project's contribution to cumulative impacts would not be considerable. The cumulative operational impact related to water quality would be less than significant with mitigation.

Mitigation Measures: Implement Mitigation Measures WQ-1.1, WQ-1.2, and HAZ-2.1.

Impact C-WQ-2: Cumulative Groundwater Supply Impacts.

FINDING: Implementation of Mitigation Measures GEO-3.1, WQ-1.1, and WQ-2.1, which are hereby adopted and incorporated into the Revised Project, would reduce impacts to a less-than-significant level. The City finds the evaluation of construction dewatering in the design-level geotechnical report and the Dewatering Plan, plus the water-saving features during operation in the MWENDO, to be feasible. The City hereby determines that any impacts related to cumulative groundwater supply remaining after implementation of Mitigation Measures GEO-3.1, WQ-1.1, and WQ-2.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, the mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Historical groundwater pumping in the Santa Clara Valley has resulted in cumulative impacts, including a decline in groundwater levels and subsidence. Management of groundwater use in the Santa Clara Subbasin is currently performed by Valley Water through implementation of the GMP for the Santa Clara and Llagas Subbasins to limit cumulative impacts related to groundwater supply and subsidence. However, the extraction of groundwater during construction of the Revised Project and cumulative projects could result in decreased groundwater supplies as well as subsidence. During construction, the Revised Project would be required to implement Mitigation Measures GEO-3.1 and WQ- 1.1, which would ensure that construction of the Revised Project would not substantially decrease groundwater supplies or result in subsidence that could impede sustainable management of the groundwater basin. Similar requirements would be applied to the cumulative projects, as applicable. As a result, construction of the Revised Project would not have a cumulatively considerable impact on groundwater supplies or sustainable management of the groundwater basin; the Revised Project's contribution to cumulative impacts would not be considerable. The cumulative impact related to groundwater supply would be less than significant with mitigation.

During operation, the Revised Project would be required to implement Mitigation Measure WQ-2.1, which would ensure that operation of the Revised Project would not substantially decrease groundwater supplies or result in subsidence that could impede sustainable management of the groundwater basin. Similar requirements would be applied to the cumulative projects, as applicable. As a result, operation of the Revised Project would not have a cumulatively considerable impact on groundwater supplies or sustainable management of the groundwater basin; the Revised Project's contribution to cumulative impacts would not be considerable. The impact related to groundwater supply would be less than significant with mitigation.

Mitigation Measures: Implement Mitigation Measures GEO-3.1, WQ-1.1, and WQ-2.1.

Impact C-WQ-3: Cumulative Drainage Pattern Impacts.

FINDING: Implementation of Mitigation Measures WQ-3.1 and WQ-3.2, which are hereby adopted and incorporated into the Revised Project, would reduce the cumulative impacts related to drainage patterns to a less- than-significant level. The City finds a hydraulic study, modifications to the Project design (if necessary), and implementation of a Construction-Period Stormwater Drainage Control Plan to be feasible. The City hereby determines that any impacts related to cumulative drainage patterns after implementation of Mitigation Measures WQ-3.1, and WQ-3.2 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, the mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Erosion and siltation can result in cumulative impacts by reducing the conveyance capacity of stormwater drainage systems and creeks (though sedimentation) and reducing water quality. Furthermore, the erosion of contaminated soils can increase pollutant loads in runoff and receiving waters. Similar to the Revised Project, cumulative projects would involve excavation and grading that could temporarily alter drainage patterns and expose soil to potential erosion and siltation. Portions of the Project site and surrounding areas are susceptible to flooding hazards due to inadequate drainage systems. Increased runoff from developments and altered drainage patterns have resulted in a cumulative condition related to flooding hazards in the Project area. The Revised Project, along with cumulative projects in the area, could also result in impacts related to stormwater drainage systems and flooding, which would be a potentially cumulatively considerable impact and therefore significant with respect to altering stormwater drainage patterns. Although the Revised Project would result in an overall decrease in stormwater runoff from the Project site compared to the existing condition, different amounts of runoff from the Revised Project site could be conveyed to different storm drain systems compared to the existing condition. The Revised Project could also alter flooding conditions by placing fill material and structures within a special flood hazard zone. Cumulative projects may involve similar changes to drainage patterns.

During construction, the Revised Project would be required to implement Mitigation Measures WQ-3.1 and WQ- 3.2, which would ensure that construction of the Revised Project would not exceed the capacity of existing or proposed stormwater drainage systems, result in flooding onsite or offsite, or impede or redirect floodflows. As a result, construction of the Revised Project would not create a cumulatively considerable impact related to exceeding the capacity of existing or proposed stormwater drainage systems, flooding onsite or offsite, or impeding or redirecting floodflows; therefore, these cumulative impacts would be less than significant with implementation of Mitigation Measure WQ-3.1 and WQ-3.2.

During operation, the Revised Project would be required to implement Mitigation Measures WQ-3.1, which would ensure that operation of the Revised Project would not exceed the capacity of existing or proposed stormwater drainage systems, result in flooding onsite or offsite, or impede or redirect floodflows. As a result, operation of the Revised Project would not create a cumulatively considerable impact related to exceeding the capacity of existing or proposed stormwater drainage systems, flooding onsite or offsite, or impeding or redirecting floodflows;

therefore, these cumulative impacts would be less than significant with implementation of Mitigation Measure WQ-3.1.

Mitigation Measures: Implement Mitigation Measures WQ-3.1 and WQ-3.2.

Impact C-WQ-4: Cumulative Release of Pollutants Due to Inundation.

FINDING: Implementation of Mitigation Measure WQ-3.2, which is hereby adopted and incorporated into the Revised Project, would reduce impacts due to inundation to a less-than-significant level. The City finds implementation of a Construction-Period Stormwater Drainage Control Plan to be feasible. The City hereby determines that any impacts related to the cumulative release of pollutants due to inundation remaining after implementation of Mitigation Measure WQ-3.2 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, the mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. If hazardous materials are stored for construction of the cumulative projects within special flood hazard areas and flooding occurs, the cumulative projects, in combination with the Revised Project, could risk the release of pollutants, which would be a significant cumulative impact. During construction, implementation of Mitigation Measure WQ-3.2 would ensure that the Revised Project's contribution would not be considerable by requiring hazardous materials not to be stored in special flood hazard areas. As a result, construction of the Revised Project would not create a cumulatively considerable impact related to the release of pollutants due to inundation; therefore, this cumulative impact would be less than significant with implementation of Mitigation Measure WQ-3.2.

Mitigation Measure: Implement Mitigation Measure WQ-3.2.

Impact C-WQ-5: Cumulative Conflicts with a Water Quality Control Plan or Sustainable Groundwater Management Plan.

FINDING: Implementation of Mitigation Measures WQ-1.1, WQ-2.1, HAZ-2.1, and GEO-3.1, which are hereby adopted and incorporated into the Revised Project, would reduce cumulative impacts related to conflicts with a water quality control plan or sustainable groundwater management plan to a less-than-significant level. The City finds the evaluation of construction dewatering in the design-level geotechnical report, Dewatering Plan, and Soil and Groundwater Management Plan as well as the water-saving features during operation in the MWENDO to be feasible. The City hereby determines that any cumulative impacts related to conflicts with a water quality control plan or sustainable groundwater management plan remaining after implementation of Mitigation Measures WQ-1.1, WQ-2.1, HAZ-2.1, and GEO-3.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, the mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Construction of projects in the area would be required to comply with NPDES permit requirements, including the Construction General Permit. Operation of cumulative projects would be required to comply with the MRP, which would ensure the protection of surface water quality. However, without mitigation, groundwater and surface water could be affected during cumulative construction and operation.

During construction, the Revised Project would be required to implement Mitigation Measures WQ-1.1 and HAZ-2.1 to ensure the protection of groundwater and surface water quality. In addition, implementation of Mitigation Measures WQ-1.1 and GEO-3.1 would ensure that construction of the Revised Project would not substantially decrease groundwater supplies or impede sustainable groundwater management of the basin. As a result, construction of the Revised Project would not create cumulatively considerable impacts related to conflicting with or obstructing implementation of the Basin Plan or GMP for the Santa Clara and Llagas Subbasins; therefore, the Revised Project's contribution to cumulative impacts would not be considerable. The cumulative construction impacts related to conflicts with a water quality control plan or sustainable groundwater management plan would be less than significant with implementation of Mitigation Measures WQ-1.1 and HAZ-2.1.

During operation, stormwater runoff would be managed and treated in accordance with the MRP. Cumulative projects would also be required to comply with the MRP to protect water quality. The Revised Project would be required to implement Mitigation Measures WQ-1.2 and HAZ-2.1 to ensure the protection of groundwater during operation. Furthermore, the use of groundwater by the cumulative projects for the water supply could result in decreased groundwater supplies and subsidence, which would be a significant cumulative impact related to conflicting with the GMP for the Santa Clara and Llagas Subbasins. Implementation of Mitigation Measure WQ-2.1 would ensure that operation of the Revised Project would not substantially decrease groundwater supplies or impede sustainable groundwater management of the basin. As a result, operation of the Revised Project would not create cumulatively considerable impacts related to conflicting with or obstructing implementation of the Basin Plan or GMP for the Santa Clara and Llagas Subbasins; therefore, the Revised Project's contribution to cumulative impacts related to conflicts with a water quality control plan or sustainable groundwater management plan would not be considerable. The cumulative impact related to conflicts with a water quality control plan or sustainable groundwater management plan remaining after implementation of Mitigation Measures WQ-1.2 and HAZ-2.1 would be less than significant.

> Mitigation Measures: Implement Mitigation Measures WQ-1.1, WQ-1.2, WQ-2.1, HAZ-2.1, and GEO- 3.1.

10. Hazards and Hazardous Materials

The topic of hazards and hazardous materials was analyzed in Section 3.11 of the EIR. The EIR determined that the Revised Project could result in significant impacts related to hazards and hazardous materials and recommended mitigation measures, as discussed below.

Impact HAZ-2: Accidental Releases of Hazardous Materials (Subsurface Contamination).

FINDING: Implementation of Mitigation Measure HAZ-2.1, which is hereby adopted and incorporated into the Revised Project, would reduce impacts related to subsurface contamination to a less-than-significant level. The City finds the investigation and appropriate management of subsurface contamination under the oversight of a regulatory agency to be feasible. The City hereby determines that any impacts related to the accidental releases of hazardous materials due to subsurface contamination would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, the mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. The disturbance of contaminated soil or groundwater, if encountered, during construction activities could result in impacts on construction workers, the public, and the environment because dust or vapors containing hazardous materials could be released into the environment, and the movement of contaminated soil could spread contamination to new areas. Construction in areas with elevated levels of methane could also create hazards related to fire and explosion due to potential methane accumulation within excavations or enclosed spaces. Therefore, the potential release of subsurface hazardous materials into the environment during construction of the Revised Project is a significant impact. If landscaping would be installed over areas of contaminated soil or groundwater not excavated as part of the Revised Project, stormwater infiltration during operation of the Revised Project could increase the leaching of contaminants from soil into groundwater or the migration of contaminated groundwater. The placement of buildings and utilities in areas with elevated methane and VOC levels in soil vapor could create hazards related to fire and explosion due to potential methane accumulation within enclosed spaces and create health hazards for future occupants of the Project site due to vapor intrusion to indoor air. Therefore, the potential release of subsurface hazardous materials into the environment during operation of the Revised Project is a significant impact. Implementation of Mitigation Measure HAZ-2.1 would ensure that subsurface contamination would be further investigated and appropriately managed under the oversight of a regulatory agency. With implementation of this mitigation, the Revised Project would not create a significant hazard for the public or the environment through reasonably foreseeable upset or accident conditions involving the release of hazardous materials into the environment. Implementation of Mitigation Measure HAZ-2.1 would reduce impacts from accidental releases of hazardous materials due to subsurface contamination to a less-than-significant level.

> Mitigation Measure HAZ-2.1: Subsurface Contamination. The Project Sponsor shall engage with an appropriate regulatory agency (e.g., the San Francisco Bay Regional Water Board, Santa Clara County DEH, DTSC) to provide oversight for additional subsurface investigation at the Project site and proposed transmission line routes for the Project, prepare and implement a Soil and Groundwater Management Plan (SGMP), and implement remedial actions, as necessary and required by the appropriate regulatory agency. When site uses and building layouts/designs are finalized and available, additional soil vapor testing shall be performed to evaluate the need for vapor intrusion mitigation measures. The additional subsurface investigation activities shall include, to the extent required by the appropriate regulatory agency, investigation of potential contamination along the proposed transmission line routes for the Project and investigation of potential contamination source areas/features of environmental concern (e.g., former hazardous materials storage areas, clarifiers/sumps/vaults and associated piping, possible UST areas) to define the extent of subsurface contamination at the Project site. The SGMP shall outline the soil and groundwater management protocols that would be implemented during redevelopment of the Project site to ensure that construction workers, the public, future occupants, and the environment would not be exposed to hazardous materials that may be present in the subsurface of the Project site. The SGMP shall include, at a minimum, the following procedures, to be implemented during construction:

- Health and safety requirements for construction workers who may handle contaminated soil or groundwater
- Guidelines for controlling airborne dust, vapors, and odors
- Air monitoring requirements for methane and VOCs during construction
- Guidelines for controlling hot work (e.g., welding) in areas where methane concentrations approach or exceed 10 percent of the lower explosive limit (i.e., 0.5 percent)
- Regulatory notification requirements if undocumented contamination, features of environmental concern (e.g., USTs or clarifiers/sumps/vaults and associated piping), or elevated methane levels are encountered, which shall include notification of the City's Community Risk Reduction Division for USTs and the fire department for hot work in methane areas
- Inspection and sampling protocols for contaminated soil or groundwater by a qualified environmental professional
- Guidelines for groundwater dewatering, treatment, and disposal to ensure compliance with applicable regulations/permit requirements
- Guidelines for the segregation of contaminated soil, stockpile management, characterization of soil for offsite disposal or onsite re-use, and importing of clean fill material

The SGMP shall be submitted to applicable regulatory oversight agencies, including the City, for review and approval prior to the City issuing demolition or grading permits for the Project. Remedial actions that may be required for the Project could include, but would not necessarily be limited to, removal of hazardous material containers/features (e.g., USTs, piping, clarifiers/sumps/vaults), removal and offsite disposal of contaminated soil or groundwater, in-situ treatment of contaminated soil or groundwater, or implementation of engineering/institutional controls (e.g., capping of contaminated soils, installation of vapor intrusion mitigation systems, establishment of deed restrictions).

If remedial actions are required for any portion of the Project site or proposed transmission line routes for the Project, the Project Sponsor shall submit to the City evidence of approvals from all applicable regulatory oversight agencies for any proposed remedial action plans prior to the City issuing any demolition, grading, or building permits for that portion of the Project site or transmission line route. The Project Sponsor shall submit to the City evidence of approval(s) from all applicable regulatory oversight agencies for the completion of remedial actions on the applicable portion of the Project site prior to the City issuing a certificate of occupancy for any buildings located on said portion of the Project site.

Impact C-HAZ-2: Cumulative Accidental Releases of Hazardous Materials (Construction).

FINDING: Implementation of Mitigation Measure HAZ-2.1, which is hereby adopted and incorporated into the Revised Project, would reduce cumulative construction impacts related to accidental release of hazardous materials to a less-than-significant level. The City finds the investigation and appropriate management of subsurface contamination under the oversight of a regulatory agency to be feasible. The City hereby determines that any cumulative construction impacts related to an accidental release of hazardous materials remaining after implementation of Mitigation Measure HAZ-2.1 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, the mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Cumulative projects may include the demolition of buildings that contain hazardous building materials or redevelopment in areas with subsurface contamination. Given the past and current commercial/industrial land uses near the Project site that may have involved the storage and use of hazardous materials, it is possible that previously unidentified subsurface contamination could be present at other cumulative projects near the Project site. Redevelopment of multiple projects in areas of subsurface contamination at the same time could result in cumulative exposure of construction workers, the public, and the environment to hazardous materials, which would be a significant cumulative impact. Implementation of General Plan policies, including Policies 5.10.5-P22 and 5.10.5-P23, would ensure that the City would regulate development on sites with suspected soil and/or groundwater contamination and require appropriate cleanup and remediation of contaminated sites, ensuring that construction workers, the public, future occupants, and the environment would be adequately protected from hazards associated with contamination. Implementation of Mitigation Measure HAZ-2.1 would ensure that potential impacts of the Revised Project associated with accidental releases of hazardous materials due to subsurface contamination would not be cumulatively considerable. Cumulative construction impacts related to accidental releases of hazardous materials remaining after implementation of Mitigation Measure HAZ-2.1 would be less than significant with mitigation.

Mitigation Measure: Implement Mitigation Measure HAZ-2.1.

11. Tribal Cultural Resources

The topic of tribal cultural resources was analyzed in Section 3.14 of the EIR. The EIR determined that the Revised Project could result in significant impacts related to tribal cultural resources and recommended mitigation measures, as discussed below.

Impact TCR-1: Tribal Cultural Resources (Construction).

FINDING: Implementation of Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3, which are hereby adopted and incorporated into the Revised Project, would reduce construction impacts related to tribal cultural resources to a less-than-significant level. The City finds mitigation measures that call for development and implementation of a monitoring plan, worker awareness training, and requirements to stop work if tribal cultural resource deposits are encountered during ground-disturbing activities to be feasible. The City hereby determines that any construction impacts related to tribal cultural resources remaining after implementation of Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, the mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR**.** The results of the Northwest Information Center records search and literature review indicate no previously recorded cultural resources within or adjacent to the Project site. This includes tribal cultural resources listed or eligible for listing in the CRHR or a local register of historical resources. In addition, no tribal cultural resources were identified during the 2019 and 2022 consultation outreach by the City. However, archaeological deposits that qualify as tribal cultural resources could be encountered during Project excavation. Should deposits be encountered during Project excavation, this could result in an adverse change to a tribal cultural resource. Thus, significant impacts related to tribal cultural resources could result from construction of the Revised Project. Implementation of Mitigation Measures CUL-2.1, CUL-2.2 and CUL-2.3 would ensure that impacts related to any tribal cultural resources that may be uncovered at the site would be less than significant with mitigation through development and implementation of an archaeological monitoring plan, implementation of cultural resources sensitivity training (including training regarding sensitivity to tribal cultural resources) for all construction crews participating in ground-disturbing activities, and requirements to stop work if archaeological deposits are encountered during ground-disturbing activities. With implementation of mitigation, the Revised Project would not cause a substantial adverse change in the significance of a tribal cultural resource that is listed in or eligible for listing in the California Register of Historical Resources (CRHR) or a local register of historical resources, as defined in PRC Section 5020.1(k), or determined by the lead agency to be significant pursuant to criteria set forth in Public Resources Code Section 5024.1. Therefore, this impact would be less than significant with implementation of Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3.

Mitigation Measures: Implement Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3.

Impact C-TCR-1: Cumulative Impacts on Tribal Cultural Resources (Construction).

FINDING: Implementation of Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3, which are hereby adopted and incorporated into the Revised Project, would reduce cumulative construction impacts related to tribal cultural resources to a less-than-significant level. The City finds mitigation measures that call for development and implementation of a monitoring plan, worker awareness training, and requirements to stop work if archaeological deposits are encountered during ground-disturbing activities to be feasible. The City hereby determines that any cumulative construction impacts related to tribal cultural resources would not be cumulatively considerable and after implementation of Mitigation Measure CUL-2.1, CUL- 2.2, and CUL-2.3 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, the mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Urban development that has occurred over the past several decades in the vicinity of the Project site has resulted in the demolition or alteration of non-archaeological and archaeological resources that may qualify as tribal cultural resources under CEQA. It is reasonable to assume that present and future development will continue to result in impacts on these resources by disturbing native soils and altering the landscape. Because tribal cultural resources are unique and non-renewable members of finite classes, all adverse effects or negative impacts erode a dwindling resource base. For this

reason, the cumulative effects of development in the region on tribal cultural resources are considered significant. Because the Project site is situated in an archeologically sensitive area, the possibility exists of encountering unknown tribal cultural resources during ground-disturbing activities associated with Revised Project construction. The Revised Project would be subject to Mitigation Measures CUL-2.1, CUL- 2.2, and CUL-2.3, which require implementation of an archaeological monitoring plan, cultural resources sensitivity training (including training regarding sensitivity to tribal cultural resources) for all construction crews participating in ground-disturbing activities, and stopping work if archaeological deposits are encountered during ground-disturbing activities. Compliance with these mitigation measures would reduce the Revised Project's contribution to a cumulative impact to less than cumulatively considerable, resulting in a cumulative construction impact that would be less than significant with implementation of Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3.

Mitigation Measures: Implement Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3.

12. Utilities and Service Systems

The topic of utilities and service systems was analyzed in Section 3.15 of the EIR. The EIR determined that the Revised Project could result in significant impacts related to utilities and service systems and recommended mitigation measures, as discussed below.

Impact UT-1: Utility Relocation, Construction, or Expansion (Stormwater Facilities).

FINDING: Implementation of Mitigation Measures WQ-3.1 and WQ-3.2, which are hereby adopted and incorporated into the Revised Project, would reduce impacts related to stormwater facilities to a less-than- significant level. The City finds a hydraulic study, modifications to the Project design (if necessary), and implementation of a Construction-Period Stormwater Drainage Control Plan to be feasible. The City hereby determines that any impacts related to stormwater facilities remaining after implementation of Mitigation Measures WQ-3.1 and WQ-3.2 would not be significant.

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, the mitigation measures for the Revised Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. If modifications to the existing stormwater drainage systems are not appropriately designed or constructed at the appropriate times with regard to the different phases of Revised Project construction, as well as weather conditions (e.g., rain), then runoff from the Project site could exceed the capacity of existing or proposed stormwater drainage systems, thereby requiring the construction of additional stormwater drainage facilities, which would be a significant impact. Implementation of Mitigation Measures WQ-3.1 and WQ-3.2 would ensure that potential impacts of the Revised Project related to exceeding the capacity of existing or proposed stormwater drainage systems would be less than significant. Specifically, the mitigation measures would require a hydraulic study to be prepared to demonstrate that existing and proposed stormwater drainage systems would be capable of conveying 10-year peak runoff flows from the Project site and ensure that such flows during a 100-year flood event would remain within public roadway limits and would not extend into private property. Furthermore, modifications to the Project design would be implemented, if necessary, and a construction-period stormwater drainage control plan would be implemented. Therefore,

with implementation of stormwater treatment measures and Mitigation Measures WQ-3.1 and WQ-3.2, impacts on stormwater drainage facilities would be less than significant.

Mitigation Measures: Implement Mitigation Measures WQ-3.1 and WQ-3.2.

C. Significant and Unavoidable Impacts

Where, as a result of the environmental analysis of the Revised Project, the City has determined that either (1) even with the identification of Project design features; compliance with existing laws, codes, and statutes; and/or the identification of feasible mitigation measures, potentially significant impacts cannot be reduced to a level of less than significant or (2) no feasible mitigation measures or alternatives are available to mitigate the potentially significant impact, the City has found, in accordance with CEQA Section 21081(a)(3) and State CEQA Guidelines Section 15091(a)(3), that "specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in the environmental impact report." These impacts have been designated significant and unavoidable.

1. Air Quality

Impact AQ-2: Cumulatively Considerable Net Increase in Criteria Pollutants – Operation and Construction plus Operation.

FINDING: Implementation of Mitigation Measures AQ-2.1 through AQ-2.6, which are hereby adopted and incorporated into the Revised Project, would reduce impacts related to cumulatively considerable net increase in criteria pollutions from operation of the Revised Project and concurrent construction and operation, but not to a less-than-significant level. Although the City finds Mitigation Measures AQ-2.1 through AQ-2.6 feasible, there are no additional feasible mitigation measures that will reduce this impact a less-than-significant level. Therefore, the City hereby determines that impacts related to a cumulatively considerable net increase in criteria pollutants during operation or construction plus operation would be significant and unavoidable.

FACTS IN SUPPORT OF FINDING: Long-term operational emissions from the Revised Project would be caused by vehicle trips and area sources (e.g., cleaning supplies, architectural coatings, landscape maintenance equipment). In addition, stationary-source emissions would result from intermittent use of 21 diesel- powered emergency generators, which were conservatively assumed to be tested 50 hours per year. Operation of the Revised Project would generate levels of reactive organic gas (ROG), nitrogen oxide (NOX), particulate matter less than 10 microns in aerodynamic diameter (PM10), and particulate matter less than 2.5 microns in aerodynamic diameter (PM2.5) that would exceed the applicable Bay Area Air Quality Management District (BAAQMD) mass emissions thresholds. Therefore, unmitigated operation of the Revised Project would result in a cumulatively considerable net increase in criteria air pollutants for which the San Francisco Bay Area Air Basin (SFBAAB) is designated as a nonattainment area with respect to the federal or State ambient air quality standards, resulting in a significant impact. In addition, construction could overlap with Revised Project operations because the Revised Project would be constructed over a period of nearly 10 years. Concurrent construction and operation of the Revised Project would result in unmitigated ROG, NOX, and PM10 emissions that would exceed

BAAQMD's recommended thresholds. Thus, the Revised Project would result in a significant impact during concurrent construction and operation. The amount of emissions would be less than the Project under the Revised Project. As evaluated in Tables 3.3-15 through 3.3-18, the cumulative exposure during Project operations and construction and operation overlap would be greater than BAAQMD cumulative thresholds for $PM_{2.5}$ at onsite and offsite receptors. Due to the magnitude of exceedances for the cumulative exposure to $PM_{2.5}$, the Revised Project would not prevent significant impacts. Like the Project, no feasible mitigation has been identified that would eliminate the significant cumulative impact on sensitive receptors, but the Revised Project's contribution to this impact would be less than the Project's contribution.

Mitigation Measure AQ-2.1 would be implemented to reduce the Revised Project's NOX emissions by requiring EPA Tier 4 Final diesel engines. Implementation of Mitigation Measure AQ-2.1 (i.e., the requirement for EPA Tier 4 Final diesel engines) would reduce construction emissions of NOx to a level below the BAAQMD threshold. In addition, Mitigation Measure AQ-2.2 would be incorporated to ensure that BAAQMD BMPs, as well as additional recommended construction-related mitigation measures, would be implemented during Revised Project construction. BMPs would be required and implemented to reduce impacts from construction-related fugitive dust emissions, including any cumulative impacts.

However, project operation and concurrent Revised Project construction and operation would result in a cumulatively considerable net increase in a criteria pollutant for which the Project region is classified as a nonattainment area under an applicable federal or State ambient air quality standard. Implementation of Mitigation Measures AQ-2.3 through AQ-2.6 would reduce operational ROG, NOX, PM10, and PM2.5 emissions but not to a less-than-significant level. Mitigation Measures AQ-2.3 and AQ-2.4 would require the Project Sponsor to use architectural coatings and cleaning supplies with a low volatile-organic- compound (VOC) content for all Project buildings, thereby reducing fugitive emissions of ROG throughout operations. Mitigation Measure AQ-2.5 would require the Project Sponsor to replace gas-powered landscape equipment with zero-emission landscape equipment, thereby reducing emissions of ROG, NOX, PM10, and PM2.5 by eliminating the use of internal-combustion engines for landscaping activities. Mitigation Measure AQ-2.6 would require the Project Sponsor to install EPA Tier 4 Final stationary emergency generators, if commercially available in a timely manner. EPA Tier 4 Final stationary emergency generators would reduce ROG, NOX, PM10, and PM2.5 emissions; however, the emissions modeling assumes the use of Tier 3 generators because of uncertainties in the availability of Tier 4 generators. Mitigated emissions are estimated in Table 3.3-10, which shows that net mitigated ROG, NOX, PM10, and PM2.5 emissions would exceed the applicable BAAQMD thresholds. Most of the emissions that contribute to the exceedance in ROG emissions result from the volume of consumer products used, which is dependent on the size of a project. The other main contributor to ROG emissions, as well as NOX, PM10, and PM2.5, is travel to and from the Project site by vehicles. The ROG and NOx exceedances are from vehicle exhaust; the PM10 and PM2.5 exceedances are primarily from road dust that gets re-suspended by vehicle movement. The Revised Project would reduce motor vehicle travel by locating a high-density, mixed-use development in an infill and transit-rich location, thereby promoting transportation efficiency, implementing a TDM plan, and exploring alternative transit methods. Nonetheless, the high-density aspect of the Revised Project would lead to emissions from vehicles traveling to and from the site, emissions that would represent a large portion of the Revised Project's ROG, NOX, PM10, and PM2.5 emissions. There are no additional onsite mitigation measures to reduce

emissions from vehicle trips. Therefore, even with implementation of Mitigation Measures AQ-2.1 through AQ-2.6, operation of the Revised Project and concurrent construction and operation of the Revised Project would result in a cumulatively considerable net increase in criteria air pollutants for which the SFBAAB is designated as a nonattainment area with respect to the federal or State ambient air quality standards. This impact would be significant and unavoidable with mitigation.

Mitigation Measures AQ-2.1 and 2-2: *For Construction plus Operation* (described in Section B)

Mitigation Measure AQ-2.3: Require Low-VOC Coatings during Project Construction and Operation. The Project Sponsor shall require contractors, as a condition of contract, to reduce construction- related fugitive ROG emissions by ensuring that low-VOC coatings with a VOC content of 50 grams per liter or less are used during construction and operation. For construction coatings, prior to permit issuance, the Project Sponsor shall submit evidence to the City of Santa Clara regarding the use of low- VOC coatings.

Mitigation Measure AQ-2.4: Use Low-VOC Cleaning Supplies. The Project Sponsor shall provide educational resources for residential and commercial tenants concerning zero- or low-VOC cleaning products. Prior to receipt of any certificate of final occupancy, the Project Sponsor shall work with the City of Santa Clara to develop the electronic correspondence to be distributed by email to new residential and commercial tenants regarding a requirement to purchase cleaning products that generate less than the typical VOC emissions.

Mitigation Measure AQ-2.5: Replace Gas-Powered Landscape Equipment with Zero-Emission Landscape Equipment. The Project Sponsor shall provide educational resources for tenants concerning zero-emission landscape equipment. The Project Sponsor, as a condition of contract, shall require all tenants to use only electric landscaping equipment throughout Project operation to reduce ROG, NOX, PM10, and PM2.5 emissions. By the time the Project is operational, new internal-combustion engine landscaping equipment will not be available for purchase in California; thus, electric landscaping equipment will be the only commercially available landscaping equipment for purchase.

Mitigation Measure AQ-2.6: EPA Tier 4 Final Stationary Emergency Generators**.** The Project Sponsor shall require contractors or lessees, as a condition of contract, to install EPA Tier 4 Final stationary emergency generators, if commercially available at any point before occupancy. If Tier 4 Final emergency generators are not commercially available before occupancy, the Project Sponsor and contractor shall install Tier 3 emergency generators. Prior to occupancy permit issuance, the Project Sponsor shall submit evidence to the City regarding the use of Tier 4 Final emergency generator, if commercially available, or Tier 3 emergency generators.

Impact AQ-3: Substantial Pollutant Concentrations - Toxic Air Contaminants (Health Risks from Diesel Particular Matter and Localized PM2.5).

FINDING: Implementation of Mitigation Measures AQ-2.1, AQ-2.2, and AQ-2.6, which are hereby adopted and incorporated into the Revised Project, would reduce the impacts related to substantial concentrations of toxic air contaminant (specifically health risks from diesel particulate matter and localized PM2.5) but not to a less-than-significant level. Although the City finds Mitigation Measures AQ-2.1, AQ-2.2, and AQ-2.6 feasible, there are no additional feasible mitigation measures or alternatives that will reduce this impact a less than significant level. Therefore, the City hereby determines that any impacts related to substantial pollutant concentrations of toxic air contaminants (specifically health risks from diesel particulate matter and localized PM2.5) would be significant and unavoidable.

FACTS IN SUPPORT OF FINDING: The Revised Project would expose sensitive receptors to substantial pollutant concentrations of toxic air contaminants, specifically diesel particulate matter and localized PM2.5. The health risks to sensitive receptors and PM2.5 concentrations would exceed BAAQMD thresholds. The cancer risk threshold exceedance for onsite receptors is due to future residential receptors being exposed to DPM during construction and then to DPM during operations from generator testing and vehicle traffic for nearly 30 years. The primary cause of the PM2.5 exceedance is the operation of vehicles as they travel to and from the site and generate fugitive PM2.5 from re-suspended road dust. Therefore, impacts related to DPM and localized PM2.5 would be significant. Mitigation Measures AQ-2.1 and AQ-2.2 would reduce DPM and PM2.5 concentrations by requiring clean diesel-powered or electric construction equipment and implementing BAAQMD basic construction mitigation measures, respectively. Mitigation Measure AQ-2.6 would reduce DPM and PM2.5 concentrations through the use of Tier 4 emergency generators; however, because there is uncertainty regarding the availability of the generators, the analysis results reflect the use of Tier 3 emergency generators. In addition, because the Revised Project would generate a relatively large number of daily vehicle trips, fugitive dust and exhaust emissions would result in a correspondingly large increase in PM2.5 concentrations.

The Revised Project would result in DPM and $PM_{2.5}$ emissions that would contribute to cumulative exposure for onsite and offsite sensitive receptors, including future receptors at the site of the Patrick Henry Specific Plan. The amount of emissions would be less than the Project under the Revised Project. As evaluated in Tables 3.3-15 through 3.3-18, the cumulative exposure during Project operations and construction and operation overlap would be greater than BAAQMD cumulative thresholds for $PM_{2.5}$ at onsite and offsite receptors. Due to the magnitude of exceedances for the cumulative exposure to $PM_{2.5}$, the Revised Project would not prevent significant impacts. Like the Project, no feasible mitigation has been identified that would eliminate the significant cumulative impact on sensitive receptors, but the Revised Project's contribution to this impact would be less than the Project's contribution.

There is no feasible mitigation to reduce PM2.5 concentrations because of the nature of the emissions source (i.e., the large number of privately owned vehicles traveling on public roadways). The Project Sponsor has little control over this type of emissions source. Nonetheless, the Revised Project would reduce the demand for motor vehicle travel by promoting transportation efficiency, implementing a TDM plan, and exploring alternative transit methods. Still, the health risks and PM2.5 concentrations would exceed BAAQMD thresholds. There are no additional onsite mitigation measures that would reduce vehicle trips to and from the site. Thus, health risks and PM2.5 concentrations would exceed BAAQMD thresholds after the incorporation of Mitigation Measures AQ-2.1, AQ-2.2, and AQ-2.6, and no further mitigation is available. Therefore, the

Revised Project would result in an impact that would be significant and unavoidable with mitigation with respect to health risks and PM2.5.

Mitigation Measures: Implement Mitigation Measures AQ-2.1, AQ-2.2, described in Section B, and AQ- 2.6.

Impact C-AQ-2: Cumulatively Considerable Net Increase in Criteria Pollutants.

FINDING: Implementation of Mitigation Measures AQ-2.1 through AQ-2.6, which are hereby adopted and incorporated into the Revised Project, would reduce cumulative impacts related to a cumulatively considerable net increase in criteria pollutants but not to a less-than-significant level. Although the City finds Mitigation Measures AQ-2.1 through AQ-2.6 feasible, there are no additional feasible mitigation measures that will reduce this impact a less than significant level. Therefore, the City hereby determines that any cumulative impacts related to cumulatively considerable net increases in criteria pollutants during operation and concurrent construction and operation would be significant and unavoidable.

FACTS IN SUPPORT OF FINDING: BAAQMD's emissions thresholds represent the daily emissions that a Revised Project may generate before contributing to a cumulative impact on regional air quality. Therefore, exceedances of the BAAQMD project-level thresholds would be cumulatively considerable for project activities in the SFBAAB. The Revised Project would exceed established BAAQMD regional construction and operational mass thresholds, even with mitigation incorporated. Specifically, the Revised Project's construction- generated NOX emissions, as well as operational ROG, NOX, PM10, and PM2.5 emissions, would exceed applicable BAAQMD emissions thresholds before mitigation. With implementation of Mitigation Measure AQ-2.1, which requires the use of clean diesel-powered or electric construction equipment, and Mitigation Measure AQ-2.2, which requires implementation of BAAQMD basic construction mitigation measures to reduce dust emissions, the Revised Project's construction-generated emissions would not exceed applicable BAAQMD emissions thresholds. However, even with implementation of Mitigation Measures AQ-2.3 through 2.6, which require the use of coatings and cleaning supplies with low VOC content, zero-emission landscape equipment, and EPA Tier 4 Final stationary emergency generators, the Revised Project's operational emissions of ROG, NOX, PM10, and PM2.5, as well as construction and operational overlap emissions of ROG, NOX, and PM10, would exceed BAAQMD mass emissions thresholds. Moreover, the use of consumer products and generation of vehicle trips to and from the Revised Project site would represent a large portion of the Revised Project's operational ROG, NOX, PM10, and PM2.5 emissions. There are no further mitigation strategies to reduce emissions from these activities. Because the Revised Project would exceed regional thresholds, which are inherently cumulative, the Revised Project, would result in a cumulatively considerable net increase in criteria pollutants for which the Project region is classified as a nonattainment area under an applicable federal or State ambient air quality standard, resulting in a cumulative impact that would be significant and unavoidable with mitigation.

Mitigation Measures: Implement Mitigation Measures AQ-2.1 through AQ-2.6.

Impact C-AQ-3: Cumulative Substantial Pollutant Concentrations.

FINDING: Implementation of Mitigation Measures AQ-2.1, AQ-2.2, and AQ-2.6, which are hereby adopted and incorporated into the Revised Project, would reduce cumulative impacts related to substantial pollutant concentrations but not to a less-than-significant level. Although the City finds Mitigation Measures AQ- 2.1, AQ-2.2, and AQ-2.6 feasible, there are no additional feasible mitigation measures that will reduce this impact a less than significant level. Therefore, the City hereby determines that any construction or operation impacts related to cumulative substantial pollutant concentrations (health risks and PM2.5) remaining after implementation of Mitigation Measures AQ-2.1, AQ-2.2, and AQ-2.6 would be significant and unavoidable.

FACTS IN SUPPORT OF FINDING: The Revised Project, in combination with other foreseeable development in the vicinity, would expose sensitive receptors to substantial pollutant concentrations (health risks and PM2.5). Health risks associated with existing stationary, roadway, and railway sources in combination with the Revised Project would exceed BAAQMD cumulative thresholds. Specifically, operational PM2.5 concentrations, as well as construction and concurrent construction and operation, would exceed the BAAQMD PM2.5 cumulative threshold for several types of receptors (i.e., residential, worker, recreational). No cumulative thresholds would be exceeded at any school receptors. In addition, no cancer or non-cancer risk cumulative thresholds would be exceeded at any receptors. Impacts related to cumulative substantial pollutant concentrations (health risks and PM2.5) during construction and operation would be significant. Mitigation Measures AQ-2.1 and AQ-2.2 would reduce DPM and PM2.5 concentrations by requiring clean diesel-powered or electric construction equipment and implementing BAAQMD basic construction mitigation measures, respectively. Mitigation Measure AQ-2.6 would reduce DPM and PM2.5 concentrations through the use of Tier 4 emergency generators; however, because there is uncertainty regarding the availability of the generators, the analysis reflects the use of Tier 3 emergency generators. In addition, because the Revised Project would generate a relatively large number of daily vehicle trips, the resulting fugitive dust and exhaust emissions from that vehicle travel would cause a correspondingly large increase in PM2.5 concentrations. There is no feasible mitigation to reduce PM2.5 concentrations because of the nature of the emissions source (i.e., the large number of privately owned vehicles traveling on public roadways). The Project Sponsor has little control over this type of emissions source. Nonetheless, the Revised Project would reduce demand for motor vehicle travel by promoting transportation efficiency, implementing a TDM plan, and exploring alternative transit methods. Still, the PM2.5 concentrations resulting from Revised Project operation, as well as construction and operational overlap, would exceed the BAAQMD PM2.5 cumulative threshold, and there are no additional onsite mitigation measures to reduce the number of vehicle trips to and from the site. Thus, health risks and PM2.5 concentrations would exceed BAAQMD thresholds after the incorporation of Mitigation Measures AQ-2.1, AQ-2.2, and AQ-2.6, and no further mitigation is available. Therefore, the cumulative effect of health risks associated with toxic air contaminants (TACs) emitted by the Revised Project in combination with health risks associated with existing TAC sources would result in a cumulatively considerable local health risk at sensitive land uses. This impact would be significant and unavoidable with mitigation.

<u>Mitigation Measures:</u> Implement Mitigation Measures AQ-2.1, AQ-2.2, and AQ-2.6.

2. Noise

Impact NOI-1: Construction Noise (Daytime Offsite and Nighttime Offsite and Onsite).

FINDING: Implementation of Mitigation Measure NOI-1.1, which is hereby adopted and incorporated into the Revised Project, would reduce impacts but not to a less-than-significant level. Although the City finds Mitigation Measure NOI-1.1 feasible, there are no additional feasible mitigation measures that will reduce this impact a less than significant level. Therefore, the City hereby determines that any impacts related to construction noise would be significant and unavoidable.

FACTS IN SUPPORT OF FINDING: During daytime hours, construction activities would temporarily elevate ambient noise levels. The pile-driving subphase would result in the loudest noise levels; therefore, those noise levels are used to evaluate the worst-case impacts that would occur. Other construction activities would also result in elevated noise levels. Although construction activities associated with the Revised Project would not conflict with the City Code, because daytime construction noise is exempt, construction may increase noise at off-site sensitive receptors by more than 10 dB during some activities. Therefore, daytime construction noise could result in a substantial physical effect on the environment at offsite land uses, despite being exempt from regulation by City Code. Daytime construction noise impacts to off-site sensitive receptors would be considered significant. Nighttime construction outside the City's allowed construction hours is subject to the City's exterior noise limits. The Revised Project would generate a substantial temporary increase in ambient noise levels in the vicinity of the Project due to construction activities during nighttime hours in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies. Impacts from nighttime construction noise would not be significant at the nearby Hilton Santa Clara because an increase of more than 10 dB over ambient noise would not occur and nighttime construction noise would most likely not exceed the City's exterior noise limits. However, estimated noise levels during nighttime construction would very likely exceed the City's exterior noise limits at onsite and offsite residential receptors. Therefore, construction noise impacts on onsite and offsite uses during nighttime hours would be significant.

Implementation of Mitigation Measure NOI-1.1 would reduce construction noise at offsite land uses as well as onsite land uses by incorporating practices to minimize noise. Mitigation Measure NOI-1.1 is informed by Mitigation Measure 4.14-3 in the *Integrated Final EIR for the City of Santa Clara 2010–2035 General Plan*, which states that property owners should develop construction noise control plans that consider available controls to reduce construction noise levels as much as practical. The precise locations of construction equipment cannot be known at this stage of Project development; therefore, it is not currently possible to indicate the specific timing and physical location requirements for implementing this measure. The construction noise analysis uses a worst-case scenario analysis, which is simultaneous operation of the three loudest pieces of equipment. It would be speculative to attempt to predict the exact time and location where the worst-case scenario would occur and when the mitigation measure would be necessary. Implementation of this mitigation measure would require development of a noise reduction plan to determine the specific details and components needed to reduce noise. Noise controls may not

reduce noise enough in all instances to prevent a noise increase of 10 dB or more relative to ambient noise levels or reduce nighttime construction noise to levels that would comply with City Code noise limits. Therefore, construction noise impacts would be significant and unavoidable with mitigation during daytime hours at off-site sensitive receptors and during nighttime hours at on-site sensitive receptors and off-site residential sensitive receptors.

> Mitigation Measure NOI-1.1: Construction Noise Reduction Control Plan. The Project Sponsor and/or contractor(s) shall develop a construction noise control plan to reduce noise levels as much as possible and, to the extent feasible, comply with City Code noise limits, ensuring that a 10 dB increase over the ambient noise level will not occur at offsite and onsite noise-sensitive land uses, as defined by Policy 5.10.6-P6 from the General Plan.

For nighttime construction activities, the plan shall demonstrate that noise from construction activities will comply with the applicable City Code noise limits at the nearest offsite and onsite land uses and that a 10 dB increase over ambient noise levels will not occur at offsite or onsite noise- sensitive land uses. For daytime construction activities, which are exempt from the City Code limits, the plan shall demonstrate that a 10 dB increase over ambient noise levels will not occur. If the plan does not demonstrate these findings, it shall explain why compliance with such noise limits is not feasible and adopt all feasible measures to reduce noise impacts to the extent possible.

The construction noise control plan shall be approved by the City prior to the issuance of building permits for the portion of the Revised Project at issue in the noise control plan to confirm the actual minimization strategies that will be implemented. Project construction shall comply with all identified measures in the noise control plan. In addition, because Project construction would not be limited to the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday or 9:00 a.m. to 6:00 p.m. on Saturdays, excluding holidays, the Project Sponsor shall obtain an exemption permit for all activities occurring outside of the exempt hours, per the City Code.

At a minimum, the following measures to reduce noise from construction activity shall be incorporated into the Construction Noise Control Plan:

- Use “quiet” models of air compressors and other stationary noise sources where technology exists;
- Equip all internal-combustion engines with mufflers that are in good condition and appropriate for the equipment;
- Locate all stationary noise-generating equipment, such as air compressors and portable power generators, as far away as possible from adjacent noise-sensitive land uses;
- Locate staging areas and construction material areas as far away as possible from adjacent noise- sensitive land uses;
- Prohibit all unnecessary idling of internal-combustion engines;
- Notify all adjacent land uses of the construction schedule in writing;

- Designate a "disturbance coordinator," a person who will be responsible for responding to local complaints about construction noise. The disturbance coordinator will determine the cause of the noise complaint (e.g., starting too early, bad muffler) and require reasonable measures to correct the problem to be implemented;

- Conspicuously post a telephone number for the disturbance coordinator at the construction site and include it in the notice sent to neighbors regarding the construction schedule; and

- Install noise-reducing soundwalls or fencing with sound blankets around noise-generating equipment, to the extent feasible.

During permit approval, the City may impose additional or alternative noise reduction control measures to further reduce noise levels as much as possible and, to the extent feasible, comply with City Code noise limits. Any such additional or alternative noise reduction measures required by the City shall also be incorporated into the Construction Noise Control Plan.

Impact NOI-3: Ground-borne Vibration and Noise Levels (Daytime Construction Onsite Uses and Offsite Commercial Uses).

FINDING: Implementation of Mitigation Measure NOI-3.1, which is hereby adopted and incorporated into the Revised Project, would reduce impacts related to ground-borne vibration at offsite commercial and onsite uses from daytime construction but not to a less-than-significant level. Although the City finds Mitigation Measure NOI-3.1 feasible, there are no additional feasible mitigation measures that will reduce this impact a less than significant level. Therefore, the City hereby determines that any impacts related to ground- borne vibration and noise levels at offsite commercial and onsite uses from daytime construction would be significant and unavoidable.

FACTS IN SUPPORT OF FINDING: Construction of the Revised Project would involve the use of construction equipment that could generate ground-borne vibration. Although commercial and office uses are not always considered sensitive to vibration, vibration-related annoyance impacts on the nearby commercial buildings (approximately 100 feet from the Project site) were evaluated. At a distance of 100 feet, an impact pile driver could produce a PPV of up to 0.190 in/sec. This level is above the identified strongly perceptible level. Therefore, annoyance-related vibration impacts from daytime construction activities on the nearby commercial buildings would be considered significant. In addition, during daytime construction activities, vibration-generating equipment may be operated approximately 100 feet from onsite residential buildings developed as part of the Revised Project. Vibration from daytime construction activities, which could include the use of an impact pile driver, could exceed the strongly perceptible level at the nearest future onsite residences (100 feet from pile driving). Therefore, annoyance-related vibration impacts from daytime construction activities on future onsite residences would be significant. Implementation of Mitigation Measure NOI-3.1 would reduce vibration-related annoyance effects at sensitive uses by requiring implementation of vibration attenuation measures under the supervision of a qualified acoustical consultant. However, because pile drivers are considered more vibration intensive than typical equipment, it cannot be determined if vibration levels would be reduced to below the strongly perceptible threshold in all circumstances. Therefore, annoyance-related vibration impacts could be considered excessive, even with mitigation, during daytime

hours. Therefore, vibration-related annoyance impacts at offsite commercial and onsite uses from daytime construction would be significant and unavoidable with mitigation.

> Mitigation Measure NOI-3.1: Pile Driving Vibration Reduction Plan. The Project Sponsor and/or contractor(s) shall develop a construction Vibration Reduction Plan to reduce vibration levels to the extent feasible. This plan shall be approved by the City prior to the issuance of building permits to confirm the actual minimization strategies that will be implemented. To reduce vibration levels from pile driving, alternative pile installation methods, such as those indicated below, shall be implemented under the supervision of a qualified acoustical consultant during the Project construction period. The goal of the measures shall be to achieve a PPV that is less than 0.10 in/sec., which is considered the strongly perceptible threshold.
>
> The Project Sponsor shall require the construction contractor to limit pile-driving activity so that the PPV at offsite uses is less than 0.10 in/sec, to the extent feasible. Alternative pile installation methods that do not require impact or vibratory pile driving, such as auger cast pressure-grouted displacement piles, cast-in-drilled-hole piles, or sonic pile drivers, shall be utilized where feasible.
>
> The Project Sponsor shall also ensure that the construction contractor appoints a coordinator who will serve as the point of contact for vibration-related complaints during Project construction. Contact information for the coordinator shall be posted at the Project site and on a publicly available Project website. The coordinator shall work with the construction team to adjust activities if complaints are received, to the extent feasible, or reschedule activities for a less sensitive time. The coordinator shall notify the City of all vibration-related complaints and actions taken to address the complaints.

Impact C-NOI-1: **Cumulative Construction Noise.**

FINDING: Implementation of Mitigation Measure NOI-1.1, which is hereby adopted and incorporated into the Revised Project, would reduce impacts related to cumulative construction noise but not to a less-than-significant level. Although the City finds Mitigation Measure NOI-1.1 feasible, there are no additional feasible mitigation measures that will reduce this impact a less than significant level. Therefore, the City hereby determines that any impacts related to cumulative construction noise would be significant and unavoidable.

FACTS IN SUPPORT OF FINDING: The Revised Project, in combination with other foreseeable development in the vicinity, would generate a substantial temporary increase in ambient noise levels due to construction activities in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies. Future or approved projects in proximity to the Project site could undergo construction concurrently with the Revised Project, resulting in significant noise-level increases and an increased number of people exposed to construction noise. Construction noise from the Revised Project and other cumulative projects could exceed the City's exterior noise limits at sensitive land uses or result in a 10 dB or greater increase over the ambient noise level. Therefore, cumulative construction noise impacts would be considered significant. Implementation of Mitigation Measure NOI-1.1 would reduce construction noise levels by incorporating practices to minimize noise and ensuring that Revised Project

construction activities would comply with the City Code provisions pertaining to construction noise. However, the noise controls may not reduce noise enough in all instances to prevent a noise increase of 10 dB or more relative to ambient noise levels or reduce nighttime construction noise to a level that would be in compliance with City Code noise limits. Although mitigation would be implemented for the Revised Project to reduce construction noise impacts, project-level construction noise impacts for the Revised Project were determined to be significant and unavoidable. Because Revised Project construction noise could exceed the City's exterior noise limits at sensitive land uses or result in a 10 dB or greater increase over the ambient noise level, resulting in a significant impact on its own due to the inability to mitigate the impact to less than significant, the Revised Project's contribution to this cumulative impact would be cumulatively considerable. The cumulative impact would occur at onsite receptor locations and the future residential uses at the site for the Patrick Henry Specific Plan. Thus, this cumulative impact would be significant and unavoidable with mitigation.

Mitigation Measure: Implement Mitigation Measure NOI-1.1.

Impact C-NOI-3: Cumulative Ground-borne Vibration and Noise Levels (Construction).

FINDING: Implementation of Mitigation Measure NOI-3.1, which is hereby adopted and incorporated into the Revised Project, would reduce cumulative impacts related to ground-borne vibration during construction but not to a less-than-significant level. Although the City finds Mitigation Measure NOI-3.1 feasible, there are no additional feasible mitigation measures that will reduce this impact a less than significant level. Therefore, the City hereby determines that any impacts related to cumulative ground-borne vibration and noise levels during construction would be significant and unavoidable.

FACTS IN SUPPORT OF FINDING: The Revised Project, in combination with other foreseeable development in the vicinity, would generate excessive ground-borne vibration or ground-borne noise levels. In general, vibration from multiple construction sites, even if they are close to one another, would not combine to raise the maximum PPV level at sensitive uses. For this reason, a significant cumulative impact from construction vibration from multiple construction projects near one another (or even adjacent to one another) would not occur. However, the Patrick Henry Specific Plan would construct new residential units, which would result in vibration-sensitive land uses being located approximately 100 feet from the southern border on the Project site. Although there are currently no sensitive land uses in this area, the land uses and occupants would very likely be present during construction. At a distance of 100 feet, pile driving would generate vibration that would be above the level considered strongly perceptible. In addition, although no structural damage would occur, pile driving would generate substantial vibration, affecting future occupants on the site for the Patrick Henry Specific Plan. Mitigation Measure NOI-3.1 would be implemented to minimize this cumulative impact as well as the Revised Project impact; however, it cannot be determined whether vibration levels would be reduced to a level below the strongly perceptible threshold in all circumstances. For this reason, cumulative vibration impacts from construction would be significant and unavoidable with mitigation.

Mitigation Measure: Implement Mitigation Measure NOI-3.1.

V. Findings Regarding Alternatives

CEQA requires the lead agency to consider a reasonable range of alternatives, "which would feasibly attain most of the" project objectives but "substantially lessen" or "avoid" significant environmental impacts that would otherwise occur (State CEQA Guidelines Sections 15126.6). The concept of "feasibility" encompasses the question of whether a particular alternative or mitigation measure promotes the underlying goals and objectives of a project (see *City of Del Mar, supra* , 133 Cal. App. 3d at 417; *Sierra Club v. County of Napa* [2004], 121 Cal. App. 4th 1490, 1506–1509 [court upholds CEQA findings rejecting alternatives in reliance on applicant's project objectives]; and *CNPS, supra*, 177 Cal. App. 4th at 1001 ["an alternative 'may be found infeasible on the ground it is inconsistent with the project objectives as long as the finding is supported by substantial evidence in the record'"]) (quoting Kostka & Zischke, *Practice Under the Cal. Environmental Quality Act* [Cont. Ed. Bar 2d ed. 2009] [*Kostka*], Section 17.30, p. 825); In re *Bay-Delta*, 43 Cal. 4th 1143, 1165-66 ("[i]n the CALFED program, feasibility is strongly linked to achievement of each of the primary project objectives;" "a lead agency may structure its EIR alternative analysis around a reasonable definition of underlying purpose and need not study alternatives that cannot achieve that basic goal"). Moreover, "'feasibility' under CEQA encompasses 'desirability' to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, legal, and technological factors" (*City of Del Mar*, *supra*, 133 Cal. App. 3d at p. 417; *CNPS*, *supra*, 177 Cal. App. 4th at p. 1001 ["an alternative that 'is impractical or undesirable from a policy standpoint' may be rejected as infeasible"] [quoting *Kostka*, *supra*, Section 17.29, p. 824]; and *San Diego Citizenry Group v. County of San Diego* [2013]. 219 Cal. App. 4th 1, 17.) The EIR's alternatives analysis included a reasonable range of project alternatives focused on avoiding or substantially reducing significant impacts of the Project.

A. Alternatives Considered and Rejected

The following alternatives were considered but rejected as infeasible during the scoping process:

- **Alternative Site Locations.** Other than the Project site, there are no comparable large areas of land within the city where the Project could be relocated so as to meet the Project's objectives. The Project site is uniquely located because it is in proximity to Levi's Stadium, the Santa Clara Convention Center, and Great America Amusement Park and well served by public transit. It is unlikely that relocating Project uses to a different site would avoid or substantially lessen any of the significant environmental impacts of the Project at its proposed location because the impacts associated with increased vehicle trips (e.g., air quality and GHG impacts) are likely to be similar anywhere in the Bay Area. Other sites could result in potentially more severe trip-related impacts if the sites are not in an areas that are well served by transit options like the Project site. Thus, an offsite alternative would be infeasible because it would not attain most of the basic Project objectives and would not substantially reduce the Project impacts. Therefore, because issues related to site suitability, economic viability, acquisition and control, and inconsistency with Project objectives, consideration of an alternative site for the Project has been rejected.

- **Proposed 2018 Project.** In 2018, the Project Sponsor proposed to construct a similar project on the Project site. In total, the Proposed 2018 Project would include up to 10.61 million gsf of uses. After extensive community outreach, the Project Sponsor voluntarily

withdrew the Proposed 2018 Project as infeasible; therefore, this alternative has been rejected.

- **Alternative Development Scenario – Greater Reductions in Intensity.** Reductions greater than 30 percent in the development intensity of the Project were evaluated as an alternative and determined to be economically infeasible due to the baseline costs associated with developing the site, including land cost and infrastructure costs, as well as costs associated with providing the proposed community benefits. Therefore, alternatives with greater reductions in development intensity have been rejected.

- **Alternative Development Scenario – Residential and Open Space Only.** A Residential and Open Space Only Alternative (Residential-Only Alternative) would consist of development of residential and open space uses only on the Project site. Although the Residential-Only Alternative would reduce impacts related to commercial employees, this alternative would still require a similar amount of construction and, therefore, would not eliminate all of the significant and unavoidable impacts related to air quality and noise. In addition, the Residential-Only Alternative would not satisfy most of the basic Project objectives. Since the Residential-Only Alternative would not provide a variety of uses, the objective to reduce VMT through mixed-use development would not be met. This alternative would limit the site's economic potential and local and regional growth by not including a range of development, such as office and retail uses. The Residential- Only Alternative would be inconsistent with City policies related to mixed-use development, reduced transportation impacts, and commercial development. Therefore, because the Residential-Only Alternative would not significantly reduce potential impacts, would be inconsistent with existing zoning, and would not meet the majority of Project objectives, this alternative has been rejected.

B. Alternatives Studied in the EIR

Pursuant to the CEQA sections, Chapter 5 of the EIR identifies and evaluates the following alternatives to the Project:

- **No Project Alternative**: The No Project Alternative is provided in the EIR to compare the impacts of the Project with what would be reasonably expected to occur in the foreseeable future if the Project were not approved (State CEQA Guidelines Section 15126.6[e][1]). Under the No Project Alternative, no additional construction would occur at the Project site. The existing 142,050 gsf of light industrial buildings would be occupied with tenants permitted under the existing zoning. The onsite features associated with the buildings would also remain. The existing paved surface parking lot south of Democracy Way, with approximately 5,081 parking spaces, would continue to operate as it does currently (i.e., primarily temporary parking for events at Levi's Stadium, which uses 3,300 parking spaces; the rest of the parking spaces would continue to be used by Amazon as drivers' training grounds).

- **Code Compliant Alternative:** The Code Compliant Alternative, the second No Project Alternative, is based on what would be reasonably expected to occur in the foreseeable future if the Project were not approved and development continued to occur in accordance

with the City's General Plan and Zoning Code consistent with available infrastructure and community services. Under the Code Compliant Alternative, the Project would be implemented under the as High-Intensity Office/R&D designation in the City's General Plan, which does not permit housing. The High-Intensity Office/R&D designation allows for "high-rise or campus-like developments for corporate headquarters, R&D, and supporting uses, with landscaped areas for employee activities." Permitted uses include offices and prototype R&D uses with a maximum floor area ratio (FAR) of 2.00. Therefore, the Project site could be developed with up to approximately 4.2 million gsf of office/R&D space.

- **Reduced Scale Alternative:** The Reduced Scale Alternative would reduce development on the Project site by 30 percent proportionately compared to the Project. This alternative would result in up to 3,440,000 gsf of new development, including approximately 1,260,000 gsf of residential uses (up to 1,260 units) and approximately 2,180,000 gsf of office/R&D space, along with neighborhood retail uses, facilities, and community space. In addition, the amount of publicly accessible open space and private open space would also be reduced by 30 percent, resulting in approximately 7 acres of public parkland, 4 acres of publicly accessible open space, and 7 acres of other private open space for residential and office uses. Likewise, the number of parking spaces included as part of this alternative would be reduced to 6,300 spaces.

- **Reduced Office/Increased Housing Alternative:** Under the Reduced Office/Increased Housing Alternative, the overall office square footage would be reduced and the overall number of housing units would increase. This would be accomplished by removing all 789,000 gsf of office/R&D space in Area C and replacing it with 800 multifamily housing units. The substation would be relocated to Area B. The retail uses, amenities, open space, and substation in Area C would all remain the same as under the Project. In addition, all other land use and development assumptions for Areas A, B, and D would remain the same as under the Project. Thus, the Reduced Office/Increased Housing Alternative would result in up to 4,913,000 gsf of new development, including up to 2,600 housing units, approximately 2,211,000 gsf of office/R&D space, approximately 100,000 gsf of neighborhood retail uses, and approximately 10,000 gsf of childcare facilities, along with 3,000 gsf of community space. As noted throughout these Findings, the Revised Project is substantially the same as this alternative.

- **Construction Sequence Alternatives:** The Construction Sequence Alternatives were developed to modify the order in which the four areas of the Project could be constructed. The Construction Sequence Alternatives include:

  - Simultaneous project construction,
  - No overlapping construction,
  - Residential uses constructed first, and
  - Residential uses constructed last.

All other Project characteristics and assumptions would remain the same under each Construction Sequence Alternative as under the Project, including total development potential, types of land uses, parking, open space, access, and circulation.

C. Environmentally Superior Alternative

Public Resources Code Section 21002 requires lead agencies to adopt feasible mitigation measures or feasible alternatives to "avoid or substantially lessen" a project's significant adverse environmental effects, unless specific economic, social, or other conditions make such mitigation measures or alternatives infeasible. (See also CEQA Guidelines Sections 15091[a][3], [c] [requiring the lead agency to make findings identifying specific economic, legal, social, technological, or other considerations that make adoption of identified alternatives infeasible]). CEQA also requires an environmentally superior alternative to be identified among the alternatives analyzed. In general, the environmentally superior alternative is the alternative that avoids or substantially lessens some or all of the significant and unavoidable impacts of a proposed project (State CEQA Guidelines Section 15126.6).

On the basis of comparing the extent to which the alternatives would reduce or avoid the significant impacts of the Project, the No Project Alternative would be the environmentally superior alternative. However, if the No Project Alternative is the environmentally superior alternative, CEQA requires the EIR to also specify which of the build alternatives would be environmentally superior (State CEQA Guidelines Section 15126.6[e][2]). The following factors may be used to eliminate alternatives from detailed consideration in an EIR: (1) failure to meet most of the basic Project objectives, (2) infeasibility, or (3) inability to avoid significant environmental impacts. These factors are considered in the selection of the environmentally superior alternative.

The Reduced Scale Alternative is the environmentally superior alternative because the alternative would have fewer construction and operational impacts than the other alternatives. The Reduced Scale Alternative would have less gross square footage for development (3.44 million gsf) compared to the other alternatives as well as the Project, which would reduce the construction effort and overall construction-period impacts related to air quality, GHG emissions, noise, and energy. Compared to the Project, the Reduced Scale Alternative would result in 30 percent fewer residential uses (approximately 2,709 new residents in 1,260 units) and 30 percent fewer employees (approximately 8,796 net new employees at the Project site but 1,615 fewer employees compared to the assumptions in the General Plan). Similarly, compared to the Revised Project, the Reduced Scale Alternative would result in as much as 1340 fewer residential units or a similar reduction in office/R&D space, and related employee generation Therefore, operational impacts related to residents and employees, such as the demand related to public services and utilities, the jobs/housing imbalance, and population growth, would also be reduced. Although gross square footage would be less, construction-period disturbance impacts associated with cultural resources, tribal cultural resources, erosion, and water quality would most likely be similar to those of the other alternatives and the Project and Revised Project. The Reduced Scale Alternative would result in fewer daily trips compared to the other alternatives, the Project, and the Revised Project and thus lower overall operational air quality, GHG, and traffic noise impacts. There are no resource areas for which the Reduced Scale Alternative would have greater impacts than the other alternatives, the Project, or the Revised Project. However, the Reduced Scale Alternative would generally result in the same impact conclusions (i.e., less than significant, less than significant with

mitigation, significant and unavoidable) as the Project. Most notably, although the significant and unavoidable impacts of the Project would be slightly less under this alternative, none of these impacts would be reduced to less than significant under the Reduced Scale Alternative.

The Reduced Scale Alternative would reduce air quality impacts related to operational criteria air pollutant emissions, exposure of sensitive receptors to CO hot-spots, and construction and operational TAC emissions compared to the Project or the Revised Project. However, the impact conclusions of the Reduced Scale Alternative would remain the same as the Project and Revised Project, significant and unavoidable with mitigation for operational criteria air pollutant emissions and construction and operational TAC emissions, and less than significant for exposure of sensitive receptors to CO hot-spots. Because it would have fewer construction and operational impacts than the other alternatives, the Reduced Scale Alternative is the environmentally superior alternative.

The Reduced Scale Alternative would also meet the majority of the Project objectives but to a lesser extent than the Project or Revised Project because of a reduction in floor area. As detailed above, the Reduced Scale Alternative would reduce the proposed development at the Project site by 30 percent but would still include a variety of uses, including residential, office/R&D, neighborhood retail, childcare, and community uses. Therefore, similar to the Project and Revised Project, the Reduced Scale Alternative would meet the primary objective of supporting the City's planning efforts by converting an underutilized single-use site to a high-intensity mixed-use development with a range of building types. Because mixed-use buildings would be constructed, the objective of providing a mix of residential, commercial, retail, and community uses would be met, although to a lesser extent than under the Project or Revised Project. The Reduced Scale Alternative would also provide housing at a similar ratio. Therefore, Santa Clara's housing supply would be broadened, and the City's Affordable Housing Ordinance and Inclusionary Zoning requirements would be met. Since the Reduced Scale Alternative would develop the site with a variety of uses, this alternative would facilitate ridership of multimodal transportation, minimize vehicular infrastructure, and provide sufficient and flexible parking for current and future demands. The Reduced Scale Alternative would also support local, regional, and State mobility and GHG reduction objectives to reduce VMT and infrastructure costs through infill and mixed-use development in an existing urbanized and transit-rich area. Under the Reduced Scale Alternative, the Project site would be developed with public and private open spaces and interconnected pedestrian pathways, similar to the Project and Revised Project, but at a proportionately reduced amount. Therefore, this alternative would meet the objective of promoting an active pedestrian realm with public and private open spaces, with flexible programming, but to a lesser extent than the Project or Revised Project. Community benefits, including public open space, childcare facilities, community space, and upgraded utility infrastructure, would be provided but to a lesser extent than the Project. The Reduced Scale Alternative would generate additional tax revenue for the City but to a lesser extent than the Project or Revised Project. This alternative is likely to allow flexibility, based on market demand, because the Reduced Scale Alternative could be built out in any order to respond to the market. The alternative would also create permanent and construction-related jobs, although to a lesser extent due to the reduction in development. In addition, Democracy Way would be privatized under this alternative to allow this street to be more utilized than under existing conditions, and utility infrastructure would be upgraded.

In light of the land cost, upfront cost from utility and infrastructure relocation and excavation for underground parking, and the reduced amount of revenue-generating development, it is unlikely that the Reduced Scale Alternative would be economically feasible. The Reduced Scale Alternative would result in a 43% increase in the land, utility, and infrastructure costs that each square foot of revenue generating development must bear, which materially reduces the already-constrained feasibility of the Project. Therefore, the Reduced Scale Alternative would meet some but not all of the basic Project objectives— many to a lesser extent.

Therefore, although the Reduced Scale Alternative was initially determined to be *potentially* feasible (subject to further review as the CEQA process proceeded), the City has now determined that the Reduced Scale Alternative is not feasible for the following specific economic, social, environmental, technological, legal or other considerations:

- The Reduced Scale Alternative would generally result in the same impact conclusions (i.e., less than significant, less than significant with mitigation, significant and unavoidable) as the Project or Revised Project and the significant and unavoidable impacts of the Project or Revised Project would be slightly less under this alternative, but none of the significant and unavoidable impacts would be reduced to less than significant under the Reduced Scale Alternative.

- The Reduced Scale Alternative would not meet <u>all</u> of the Project objectives because although the alternative would provide a mix of uses, the reduction in scale would impact this Alternative's ability to meet the City's objective to "Develop a model for urban growth that maximizes the Project site's economic, cultural, and ecological potential."

- The Reduced Scale Alternative would reduce the amount of potential housing in the Project or Revised Project, which would not further important state or City housing policies, including the City's Housing Element Goals and Policies.

- Based on current and reasonably foreseeable market conditions, the Reduced Scale Alternative not economically feasible in light of the significant baseline costs associated with redeveloping the site, including land cost, infrastructure costs (e.g. vacation of Democracy Way and related utility relocations), the high cost of site excavation and underground parking), as well as the costs associated with meeting the City's development fees and exactions, and providing the additional proposed community benefits (e.g. public park dedication, substation land and development, childcare, and circulation improvements).

D. Other Alternatives

While the Reduced Scale Alternative would be the Environmentally Superior Alternative, the other alternatives have been rejected as environmentally superior for the following reasons.

- **No Project Alternative.** The No Project Alternative would result in either no impacts or less-than-significant impacts due to the limited amount of construction and operation that would occur at the Project site. However, the No Project Alternative would not meet the primary objective of supporting the City's planning efforts by converting an underutilized

single-use site to a vibrant pedestrian-oriented high-intensity mixed-use development. The No Project Alternative would not promote the objective of supporting local, regional, and State mobility and GHG reduction objectives through infill development in transit-rich areas. None of the Project objectives would be met and, therefore, the No Project Alternative would not be the Environmentally Superior Alternative.

- **Code Compliant Alternative.** The Code Compliant Alternative would result in several impacts that would be greater than the Project or Revised Project. Conflicts with adopted City land use plans and policies regarding the job/housing ratio and cumulative land use impacts would be significant and unavoidable under the Code Compliant Alternative, compared to no impact and less than significant under the Project or Revised Project and all other alternatives. Impacts related to operational criteria air pollutant emissions would also be significant and unavoidable under the Code Compliant Alternative, to a greater extent than the significant and unavoidable impacts under the Project or Revised Project and the other alternatives. In addition, impacts related to population growth and cumulative population and housing impacts would be significant and unavoidable under the Code Compliant Alternative, compared to less than significant under the Project or Revised Project and the other alternatives. Therefore, the Code Compliant Alternative would not be the Environmentally Superior Alternative.

- **Reduced Office/Increased Housing Alternative.** The Reduced Office/Increased Housing Alternative would generally result in the same impact conclusions (i.e., less than significant, less than significant with mitigation, significant and unavoidable) as the Project. The significant and unavoidable impacts of the Project would be slightly less under this alternative, but none of the significant and unavoidable impacts would be reduced to less than significant under the Reduced Office/Increased Housing Alternative. The Reduced Office/Increased Housing would reduce air quality impacts related to operational criteria air pollutant emissions, exposure of sensitive receptors to CO hot-spots, and construction and operational TAC emissions compared to the Project. However, the impact conclusions of the Reduced Office/Increased Housing Alternative would remain the same as the Project, significant and unavoidable with mitigation for operational criteria air pollutant emissions and construction and operational TAC emissions, and less than significant for exposure of sensitive receptors to CO hot-spots. Although Reduced Office/Increased Housing Alternative would have fewer construction and operational impacts than the Project, the Reduced Scale Alternative would result in slightly fewer impacts than this alternative. Therefore, the Reduced Office/Increased Housing Alternative would not be the Environmentally Superior Alternative. However, for the reasons set forth in Attachment 3 to the Final EIR, the Revised Project is substantially similar to this alternative, and would have incrementally reduced impacts overall as compared to the Project.

- **Construction Sequence Alternatives.** In general, the Construction Sequence Alternatives would result in similar impacts as the Project or Revised Project. However, the No Overlapping Construction Alternative would result in fewer construction criteria air pollutant emissions than the Project or Revised Project, but would require the same mitigation measures to reduce these impacts to less than significant. The other three Construction Sequence Alternatives (Simultaneous Project Construction Alternative,

Residential Uses Constructed First Alternative, and Residential Uses Constructed Last Alternative) would result in greater construction criteria air pollutant emissions than the Project or Revised Project. While impacts would be less than significant with mitigation under the Project, these three Construction Sequence Alternatives would result in significant and unavoidable construction criteria air pollutant emissions impacts. All Construction Sequence Alternatives would result in construction and operational TAC emissions that would be similar or less than the Project and Revised Project. Regardless, the alternatives would not reduce the impact conclusions compared to the Project, also resulting in significant and unavoidable impacts. In addition, the significant and unavoidable construction noise under the Project would be greater under the Residential Uses Constructed First Alternative. All other impacts under the Construction Sequence Alternatives would be similar to the Project. Therefore, the Construction Sequence Alternatives would not be the Environmentally Superior Alternative.

VI. Findings Regarding Growth-Inducing Impacts of the Project

Under State CEQA Guidelines Section 15126.2(d) a project is growth inducing if it could "foster economic or population growth or the construction of additional housing, either directly or indirectly, in the surrounding environment."

Growth can be induced in a number of ways, including through the elimination of obstacles to growth; through the stimulation of economic activity within the region, including the generation of significant employment opportunities; or through precedent-setting action. CEQA requires a discussion of how a project could increase the population, employment, or housing in areas surrounding a project as well as an analysis of the infrastructure and planning changes that would be necessary to implement the project.

The Project's projected office-/R&D-related jobs (and 3 million gsf of office/R&D space) were accounted for in the General Plan and, thus, factored into Plan Bay Area 2040. However, the proposed 100,000 gsf for neighborhood retail uses, 10,000 gsf for childcare facilities, and up to 1,800 new multifamily residential units were not accounted for in the General Plan or Plan Bay Area 2040. The Project's 1,800 residential units are also not accounted for in the General Plan Housing Element; the additional units would further offset demand for new housing in the city and region. It is not anticipated that the Project would induce further growth in the city or region that is not accounted for in the General Plan and/or Plan Bay Area.

The Revised Project's office-/R&D-related jobs would be lower than those accounted for in the General Plan and, thus, factored into Plan Bay Area 2040. However, the proposed 100,000 gsf for neighborhood retail uses, 10,000 gsf for childcare facilities, and up to 2,600 new multifamily residential units were not accounted for in the General Plan or Plan Bay Area 2040. The Project's 2,600 residential units are also not accounted for in the General Plan Housing Element; the additional units would further offset demand for new housing in the city and region. It is not anticipated that the Revised Project would induce further growth in the city or region that is not accounted for in the General Plan and/or Plan Bay Area, and would be less growth inducing the the Project, based on the increase in residential units.

An electric substation is proposed onsite to meet the anticipated energy demand of the Project. The substation would be located on the east side of the Project site. The substation is currently proposed to serve the Project site only, although it could include the capacity needed to serve adjacent planned developments as well if desired. If additional capacity were included, it could facilitate development in the immediate area; however, this growth would be in line with what is anticipated under the General Plan and Plan Bay Area. The additional capacity would have the potential to influence developers with respect to where they choose to develop, without affecting the overall amount of development within the city.

The Revised Project is an infill development within an already-developed area of the city, and the employment growth under the Project is largely accounted for in the General Plan as well as regional growth plans, such as Association of Bay Area Governments (ABAG) projections. The Project would increase the supply of housing in the city by providing 2,600 new housing units. The indirect regional housing demand generated by the additional employees associated with the Revised Project would constitute less than 0.07 percent of household growth expected in the Bay Area between 2025 and 2040, which is minimal. Because the Revised Project would construct housing, anticipated housing demand in the city could be accommodated in the city, and the level on unanticipated housing demand in the region would be small. The Revised Project, therefore, is not anticipated to induce further growth beyond than anticipated in the General Plan or Plan Bay Area.

VII. Findings Regarding Recirculation of the Draft EIR

The City Council adopts the following findings with respect to whether to recirculate the Draft EIR. Under Section 15088.5 of the State CEQA Guidelines, recirculation of an EIR is required "when significant new information is added to the EIR after public notice is given of the availability of the draft EIR for public review" but prior to certification of the Final EIR. The term "information" can include changes in the project or environmental setting as well as additional data or other information. (State Guidelines Section 15088.5.) New information added to an EIR is not "significant" unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect (including a feasible project alternative) that the project's proponents have declined to implement." (State CEQA Guidelines § 15088.5(a).) "'Significant new information' requiring recirculation includes, for example, a disclosure showing that:

(1) A new significant environmental impact would result from a project or from a new mitigation measure proposed to be implemented.

(2) A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.

(3) A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the project, but the project's proponents decline to adopt it.

(4) The Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded." (State CEQA Guidelines, Section 15088.5).

"Recirculation is not required where the new information added to the EIR merely clarifies or amplifies or makes insignificant modifications in an adequate EIR." State CEQA Guidelines § 15088.5(b). The above standard is "not intend[ed] to promote endless rounds of revision and recirculation of EIRs" (*Laurel Heights Improvement Assn. v. Regents of the University of California* [1993], 6 Cal. 4th 1112, 1132). "Recirculation was intended to be an exception, rather than the general rule" (*Ibid.*).

The City Council recognizes that the Final EIR contains additions, clarifications, modifications, and other changes to the Draft EIR. Some comments on the Draft EIR either expressly or impliedly sought changes to proposed mitigation measures identified in the Draft EIR as well as additional mitigation measures. As explained in the Final EIR (Responses to Comments), some suggestions were not appropriate or feasible. Where changes have been made to mitigation measures, these changes do not change the significance of any conclusions presented in the Draft EIR.

CEQA case law emphasizes that "[t]he CEQA reporting process is not designed to freeze the ultimate proposal in the precise mold of the initial project; indeed, new and unforeseen insights may emerge during investigation, evoking revision of the original proposal" (*Kings County Farm Bureau v. City of Hanford* [1990] 221 Cal. App. 3d 692, 736–737; see also *River Valley Preservation Project v. Metropolitan Transit Development Bd.* [1995] 37 Cal. App. 4th 154, 168, fn. 11). As the court stated in *Concerned Citizens of Costa Mesa, Inc. v. 33rd Dist. Agricultural Assn.*:

CEQA compels an interactive process of assessment of environmental impacts and responsive project modification which must be genuine. It must be open to the public, premised upon a full and meaningful disclosure of the scope, purposes, and effect of a consistently described project, with flexibility to respond to unforeseen insights that emerge from the process. In short, a project must be open for public discussion and subject to agency modification during the CEQA process ([1986] 42 Cal. 3d 929, 936 [internal citations omitted]). Here, the changes made to the Draft EIR in the Final EIR are exactly the kind of revisions that the case law recognizes as legitimate and proper.

The City Council finds that none of the revisions to the Draft EIR made by, or the discussion included in, the Final EIR involves "significant new information" that would trigger recirculation because the changes would not result in any new significant environmental effects, a substantial increase in the severity of previously identified significant effects, or feasible project alternatives that would clearly lessen the environmental effects of the Project. Similarly, no documentation produced by, or submitted to, the City and relied on by the City after publication of the Final EIR, including, but not limited to, public comments and Attachment 3 to the Final EIR, identifies any new significant effect, substantial increase in the severity of any environmental effect, or feasible project alternatives that would clearly lessen the environmental effects of the Project. All Project modifications or amendments to the EIR were either environmentally benign or environmentally neutral, and all additional documentation relied on by the City merely clarifies or amplifies conclusions in the EIR and thus represents the kinds of common changes that occur and

supplemental information that is received during the environmental review process as it works toward its conclusion.

Further, analysis of impacts the Revisede Project, as detailed in Final EIR Attachment 3, shows that :

1. The Revised Project would **not** result in any new significant environmental effects and
2. The Revised Project would **not** cause a substantial increase in the severity of previously identified significant effects.
3. The Revised Project is essentalilly the same as the Reduced Office/Increased Housing Alternative, which was fully analyzed in the DEIR.
4. All Project modifications or amendments to the EIR are either environmentally benign or environmentally neutral, and thus represents the kinds of common changes that occur and supplemental information that is received during the environmental review process as it works toward its conclusion; Comments provided on the EIR have not shown the EIR to be inadequate or conclusory.

VIII. Under such circumstances, the City Council hereby finds that recirculation of the EIR is not required.Section 21082.1(c)(3) Findings

Pursuant to Public Resources Code Section 21082.1(c)(3), the City Council hereby finds that the Final EIR reflects the independent judgment of the lead agency.

IX. Statement of Overriding Considerations

Where a proposed project may result in significant impacts on the environment, and it is infeasible to reduce impacts to less-than-significant levels through project alternatives or mitigation measures, CEQA allows a public agency to approve the project only if the benefits of the project outweigh the unavoidable adverse environmental effects. CEQA Section 21081(b); State CEQA Guidelines Section 15093.

Section 15093 of the State CEQA Guidelines provides the following:

> CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits, including region-wide and statewide environmental benefits, of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered “acceptable.”

As discussed in detail in the EIR and summarized in Section IV, above, the Revised Project would result in four significant unavoidable impacts related to air quality and noise, despite the City adopting and incorporating mitigation into the Revised Project. Specifically, the Revised Project would have significant and unavoidable impacts related to the following:

- Cumulatively Considerable Net Increase in Criteria Pollutants (project-level and cumulative)
- Substantial Pollutant Concentrations (project-level and cumulative)
- Construction Noise (project-level and cumulative)
- Ground-borne Vibration and Noise Levels (project-level and cumulative)

The City identified a potentially feasible alternative (the Reduced Scale Alternative) that would result in the reduction of some of the Revised Project's impacts. The Reduced Scale Alternative would have less gross square footage for development (3.44 million gsf) compared to the other alternatives as well as the Project, which would reduce the construction effort and overall construction-period impacts related to air quality, GHG emissions, noise, and energy. Compared to the Project, the Reduced Scale Alternative would result in 30 percent fewer residential uses (approximately 2,709 new residents in 1,260 units) and 30 percent fewer employees (approximately 8,796 net new employees at the Project site but 1,615 fewer employees compared to the assumptions in the General Plan). Therefore, operational impacts related to residents and employees, such as the demand related to public services and utilities, the jobs/housing imbalance, and population growth, would also be reduced. Although gross square footage would be less, construction-period disturbance impacts associated with cultural resources, tribal cultural resources, erosion, and water quality would most likely be similar to those of the other alternatives and the Project. The Reduced Scale Alternative would result in fewer daily trips compared to the other alternatives and the Project and thus lower overall operational air quality, GHG, and traffic noise impacts. There are no resource areas for which the Reduced Scale Alternative would have greater impacts than the other alternatives or the Project. However, the Reduced Scale Alternative would generally result in the same impact conclusions (i.e., less than significant, less than significant with mitigation, significant and unavoidable) as the Project. Most notably, although the significant and unavoidable impacts of the Project would be slightly less under this alternative, none of these impacts would be reduced to less than significant under the Reduced Scale Alternative.

Specifically, the Reduced Scale Alternative would reduce air quality impacts related to operational criteria air pollutant emissions, exposure of sensitive receptors to carbon monoxide (CO) hot - spots, construction and operational TAC emissions, and cumulative health risks, compared to the Project. However, the impact conclusions of the Reduced Scale Alternative would remain the same as the Project, significant and unavoidable with mitigation for operational criteria air pollutant emissions and construction and operational TAC emissions, and less than significant for exposure of sensitive receptors to CO hot-spots. In addition, the Reduced Scale Alternative would result in similar significant and unavoidable cumulative criteria pollutant impacts as the Project. The Reduced Scale Alternative would also result in similar significant and unavoidable noise impacts as the Project related to construction noise, ground-borne vibration and noise levels, and

cumulative construction noise and cumulative vibration effects. Therefore, although impacts would be slightly reduced or similar to the Project, the impact conclusions under the Reduced Scale Alternative would remain the same.

Furthermore, although the Reduced Scale Alternative was initially determined to be *potentially* feasible (subject to further review as the CEQA process proceeded), the City has now determined that the Reduced Scale Alternative is not feasible for the specific economic, social, environmental, technological, legal or other considerations set forth in Section V, above. Under CEQA, "the decision-makers may reject as infeasible alternatives that were identified in the EIR as potentially feasible" (*San Diego Citizenry Group v. County of San Diego* [2013], 219 Cal. App. 4th 1, 18).

The City certifies that it has considered the information on alternatives provided in the EIR and in the record and finds that, as described in the EIR, and for the reasons identified in Section V, above, there are no feasible alternatives that would avoid all of the above-listed significant and unavoidable impacts.

A. Overriding Considerations

The City finds that, notwithstanding the disclosure of the above significant unavoidable impacts, there are specific overriding economic, social, technological, and other reasons for approving the Revised Project. Those reasons are as follows:

- The City finds that each of the specific economic, legal, social, technological, environmental, and other considerations, as well as the benefits of the Revised Project separately and independently, outweighs the remaining significant adverse impacts that are unavoidable or not mitigated to below a level of significance after mitigation and is an overriding consideration independently warranting approval.

The remaining significant adverse impacts that are unavoidable or not mitigated to below a level of significance after mitigation identified above are acceptable in light of each of the benefits of the Revised Project, as identified below. These benefits and considerations are based on the facts set forth in the Findings, the Final EIR (including, without limitation, the response to comments and appendices and attachments thereto), and the record of the proceedings for the Project and Revised Project. The City finds that substantial evidence in the record supports the determination made in this Statement of Overriding Considerations, that the facts stated are supported by substantial evidence in the record, including comments received at the Planning Commission and City Council hearings, the staff reports and presentations, and all materials in the project files. To the extent that other evidence was presented that is contrary to the determinations made in this Statement of Overriding Considerations or in the Findings, such evidence was considered, weighed, and determined to be insufficient in weight or credibility to detract from the determinations made herein or in the Findings such that the City reached these determinations after due consideration of all evidence presented to it. Each of these benefits and considerations is a separate and independent basis that justifies approval of the Revised Project, so that if a court were to set aside the determination that any particular benefit or consideration will occur and justifies project approval, the City determines that it would stand by its determination that the remaining benefit(s) or consideration(s) is or are sufficient to warrant project approval.

Facts in Support of Statement of Overriding Considerations

Each benefit set forth below constitutes an overriding consideration warranting approval of the Revised Project, independent of the other benefits, and the City determines that the adverse environmental impacts of the Revised Project are "acceptable" if any one of these benefits will be realized. The Revised Project will provide benefits to the City of Santa Clara as follows:

1. Provides Economic Benefits and Jobs to the City of Santa Clara.

The Project would develop a model for urban growth that maximizes the Project site's economic, cultural, and ecological potential; generates tax revenue for the City; and creates permanent and construction-related jobs. At buildout, the Project is expected to annually generate revenue to the City's General Fund from property taxes, sales and use taxes, franchise fees, permits and licenses, document transfer taxes, business license taxes, and other governmental revenues that more than offset the annual cost of re-occurring public services to the Project, representing an estimated annual net benefit to the General Fund of more than $4 million.[17] Additionally, the Project is estimated to create permanent onsite jobs, related to the development of up to 3 million gross square feet ("gsf") of office/research and development space, 100,000 gsf of neighborhood retail space, and supportive jobs related to the operation and management of the up to 1,800 residential units (or up to 2,600 units with a corresponding reduction in commercial square footage under the Revised Project). The Project is also expected to create approximately 400 onsite construction worker jobs, with many construction jobs extending over the project buildout period. The Development Agreement for the Project obligates persons and entities providing materials to be used in connection with the construction and development of the Project to designate the Property as the place of use of materials used in the construction of the Project and the place of sale of all fixtures installed in and/or furnished in order to have the local portion of the sales and use tax distributed directly to the City instead of through the county- wide pool. This designation will result in significant additional revenue to the City generated throughout the Project's buildout with an estimated value of up to $10 million.[18]

2. Accommodates Regional Housing Needs

Over its projected buildout period, the Revised Project proposes to construct up to 2,600 new dwelling units. The Project will provide fifteen percent (15%) of the residential units constructed as deed restricted affordable units with a maximum average Area Median Income ("AMI") of eighty percent (80%) to be maintained as the Project builds out (i.e. by sub-phase). The maximum rental qualifying income level is one hundred percent (100%) AMI and the maximum for-sale qualifying income level is one hundred twenty percent (120%) AMI. The Project's affordability will provide a deeper level of affordability than the City's inclusionary housing ordinance requires, which provides for a maximum average AMI of 100% for rental and ownership projects.[19] The Project will meet all requirements of the City's existing affordable housing ordinance with respect

[17] Keyser Marston Associates. 2024. *Memorandum: Mission Point Project, Fiscal Impact Analysis Peer Review* ("KMA Applicant FIA Peer Review Memorandum"). September 18, 2024, at 2.
[18] Keyser Marston Associates. 2024. *Memorandum: Mission Point Project Community Benefits Valuation* ("KMA Community Benefits Memorandum"). September 19, 2024.
[19] City of Santa Clara Municipal Code ("SCMC") §§ 17.40.080(a), 17.40.090.

to general requirements for affordable units.[20] In addition to providing affordable housing and meeting the City's inclusionary and affordable housing fee requirements, which is valued at approximately $104 million, the Project's increased affordability is valued at up to $46 million.[21]

The Project would broaden the housing supply and business opportunities in North Santa Clara through development of a human-centric, interconnected urban neighborhood that provides a diverse and complementary mix of residential, commercial, retail, and community space. The City's Housing Element states that 11,632 new housing units are needed to meet the City's Regional Housing Needs Allocation ("RHNA") between 2023 and 2031.[22] The Project's addition of residential to an area that currently does not allow housing will help meet the City's RHNA and projected future housing needs. The Project proposes to convert an underutilized, single-use 48.6-acre site into a pedestrian-oriented, high-intensity and very high-density mixed-use development that is sustainable and inclusive by design, with a range of building types, enriching connections between people, places, and open space. The proposed housing would be accommodated onsite by developing the up to 3 million gsf of office/research and development uses that have already been assumed in the City's General Plan and RHNA assumptions on a smaller portion of the property, providing for multifamily housing (including affordable housing) that is unaccounted for in the City's Housing Element and RHNA, public and private parks and open space, neighborhood-serving services and retail, and community amenity space.

3. Enhances Public Access, Multimodal Transportation, and Recreational Opportunities.

The Project would promote and support local, regional, and state mobility and greenhouse gas emissions reduction objectives to reduce vehicle miles traveled ("VMT") through infill and mixed-use development in an existing urbanized and transit-rich area. Ridership of multimodal transportation would be facilitated through the Project's minimization of vehicular infrastructure, implementation of a transportation demand management plan, and promotion of an active pedestrian realm, while providing efficient access to sufficient and flexible parking that meets current and future demand. In addition, it is anticipated that onsite construction workers would most likely be drawn from the existing and future labor market in the city and county, limiting VMT as well as impacts to city services from the Project's construction workforce as the workers are included within the service population.

The Project's new public parkland and new multi-use trail would provide recreational and pedestrian oriented connectivity in an area planned for increased residential use that currently has little local public or private parkland. Because the Project site is zoned for commercial use, which does not include a requirement for parkland, the Project's proposed multi-use trail and public parkland would facilitate regional recreational connectivity that would otherwise not be provided. The Project would provide abundant and varied onsite recreational amenities, including continuous access to at-grade, podium-level, and rooftop public and private open space with flexible

[20] SCMC § 17.40.050.
[21] KMA Community Benefits Memorandum, at 5, 14.
[22] City of Santa Clara, 2023-2031 Housing Element, (adopted May 7, 2024), at 13.4-27, https://www.santaclaraca.gov/home/showpublisheddocument/84098/638531119242400000.

programming in accordance with the City's park ordinance. The Project has committed to maintain the public parkland and multi-use trail for 40 years, which is valued at up to $10.6 million.[23]

4. Promotes Community, Public Art and Education.

The Project includes childcare facilities valued at $1 million, a grocery store providing an estimated $6 million in community benefit, and up to $5 million of outward-facing arts and cultural programming or feature(s) within the public realm, with features located within parks and/or on private property visible to the public.[24] Examples of arts programming include sculpture, murals and art designed for screening, performing arts programming, exhibition or performance spaces, and functional art such as benches and bike racks. Programming of the funds is subject to review and approval by the Santa Clara Cultural Commission. The Project has also committed to provide up to $3 million toward improvements at the Mission College and Great America intersection.[25] An additional maximum payment of $3.5 million would be provided to the City for the purchase of a fire engine and a tractor drawn areal apparatus.[26] All together the Project would provide up to $88.7 million in community benefits, including the increased affordable housing plan and parkland maintenance agreement described in sections 2 and 3 above and the benefits described in this section.[27] In addition to these community benefits, residential units onsite would generate an approximately $12.4 million annual net fiscal benefit to the Santa Clara Unified School District, promoting educational services within the community.[28]

5. Provides Sustainable Infrastructure and Energy Improvements.

Compared to a lower-density project, the proposed density at the Project site would serve to reduce the physical footprint required for the same number of people to live, socialize, and work, thereby decreasing the land, water, and energy required per capita. By mixing residential, commercial, retail, and childcare, the Project would provide centralized amenities to reduce the time, distance, and environmental impacts associated with traveling to offsite locations. In addition, the Project site is adjacent to current and future transit lines and bicycle corridors, which are connected to the surrounding community, facilitating multimodal transportation. The Project would convert much of the current hardscape into open spaces, urban nature areas, recreation fields, gardens, plazas, and streetscapes that promote stormwater management and habitat restoration and use recycled water for irrigation and landscaping.

In addition to an estimated total of $6.9 million in transportation impact fees, the Project will contribute a total sum of up to $6,467,159 in fair share traffic fees payable to the City for the Project's contributions to certain intersection improvements.[29] These improvements include upgrades to bicycle lanes and walkways for increased pedestrian connectivity. Development of the

[23] KMA Community Benefits Memorandum, at 2, 6.
[24] *Id.*, at 2, 4, 9.
[25] KMA Community Benefits Memorandum, at 2-3.
[26] *Id.* at 2.
[27] *Id.*, at 2.
[28] KMA Applicant FIA Peer Review Memorandum, at 2.
[29] KMA Community Benefits Memorandum, at 11, 16.

Project will entail vacation of Democracy Way with attendant sewer, stormwater, and power system upgrades, as well as sea level rise resiliency.

The Project's energy-efficient building design would utilize best-practice building designs, renewable energy procurement, and strategies for reducing energy use and carbon emissions, including parking spaces that are Level 2 Ready or capable, as well as onsite renewable energy generation with the use of rooftop solar panels. Water consumption onsite would be reduced through utilization of low-flow and low-flush plumbing fixtures and accessible water data (at the building or floor level) to inform occupants of water use. Landscaping would include native and drought-resistant plants, and tree canopies at parks, plazas, and along the trail.

On balance, the City finds that there are specific considerations associated with the Project that serve to override and outweigh the Project's significant unavoidable environmental impacts. Therefore, the significant unavoidable environmental impacts associated with the Project are considered acceptable pursuant to CEQA Section 21081(b) and State CEQA Guidelines Section 15093.

As the CEQA lead agency for the proposed action, the City has reviewed the Project description and the EIR and fully understands the Project. Based on the entire record before the City, and having considered the unavoidable adverse impacts of the Project, the City hereby determines that all feasible mitigation has been adopted to reduce the potentially significant impacts identified in the EIR and that no additional feasible mitigation is available to further reduce significant impacts. The City finds that economic, social, technological, and other considerations of the Project outweigh the unavoidable adverse impacts described above. Furthermore, the City finds that each of the separate benefits of the Project is hereby determined to be, in itself and independent of the other Project benefits, a basis for overriding all unavoidable environmental impacts identified in the EIR and in these findings. In making this finding, the City has balanced the benefits of the Project against its unavoidable environmental impacts and has found those impacts to be acceptable.

Attachment 3.
Impacts Resulting from Revised Project (Option B)

Background and Purpose of Review

On Wednesday, October 23, 2024, at the City of Santa Clara Planning Commission Meeting, the Commission considered staff recommendations to adopt a resolution to recommend the City Council certify the Final Environmental Impact Report (FEIR) prepared for the Mission Point Project (the Project, also referred to below as ***Option A***) and adopt a Mitigation Monitoring and Reporting Program (MMRP), California Environmental Quality Act (CEQA) Findings, and a Statement of Overriding Considerations (SOC).

During the presentation by Kylli, Inc. (Project Sponsor), the U.S. real estate subsidiary of Genzon Investment Group, the Project Sponsor asked the Planning Commission whether it would be interested in permitting additional residential units (up to 800) in Area C, in the southeast quadrant of the Project Site, bringing the total residential units from the Project to 2,600 with an offset reduction in the commercial area by up to 800,000 square feet. Hereafter, these revisions are referred to as the Revised Project, or ***Option B***. The Planning Commission indicated that it would be open to considering such a proposal.

The City has therefore identified two possible development scenarios:

- **"Option A**", or **the Project**, which would allow for up to 1,800 units (approximately 1.8 million square feet) of residential uses , up to 3 million square feet of office/research-and-development (R&D), approximately 100,000 square feet of retail, and approximately 10,000 square feet of childcare facilities**.**
- **"Option B", or the Revised Project,** which is similar to Option A but would also allow for the flexibility to develop up to an additional 800 dwelling units (for a grand total of up to 2,600 residential units) with a corresponding reduction in office square footage on Area C. If the maximum amount of residential is constructed under Option B, then the maximum office/research-and-development (R&D) component would be 2.2 million square feet. Option B would also contain approximately 100,000 square feet of retail, and approximately 10,000 square feet of childcare facilities (the same as Option A).

Option B would be essentially the same as the Reduced Office/Increased Housing Alternative that was analyzed in the Draft Environmental Impact Report (DEIR) published November 2023 (State Clearinghouse No. 2018072068). Therefore, the purpose of this review is to:

1) compare the Revised Project proposed by Kylli, Inc. with what was analyzed as the Reduced Office/Increased Housing Alternative in the DEIR,
2) compare the impacts between the Reduced Office/Increased Housing Alternative that were disclosed in the DEIR and the impacts of the Revised Project, and

3) verify that the Revised Project's impacts would not be greater than those identified for the Project and provide evidence to support a conclusion that the Revised Project's impacts have been fully assessed in the Final EIR.

Each of these 3 items is described further below.

1. Comparison of Revised Project and Reduced Office/Increased Housing Alternative

Revised Project (Option B)

Under Option B, the overall office square footage would be reduced by up to 800,000 sq. ft and the number of housing units would increase by up to an additional 800 more than the Project amount of 1,800 units, resulting in a total of 2,600 residential units at the Project Site. Overall, Class A Commercial Office/Lab space would be reduced to 2,200,000 square feet (sq. ft.). The amount of retail (100,000 sq. ft.) and childcare space (10,000 sq. ft.) would remain the same as the Project.

Parking under Option B would be the same as that proposed for Option A and would be provided in a mix of subsurface and aboveground parking facilities. Also, Option B would provide the same acreage of parks/open space as proposed under Option A, which would include up to approximately 16 acres of publicly accessible open space at grade level as well as approximately 10 acres of private open space for residential and office uses; new bicycle, pedestrian, and vehicular circulation routes; and upgraded and expanded infrastructure. Also, just as Option A did not consider parking adequacy in the EIR as an impact under CEQA, this analysis does not consider aesthetics or the adequacy of parking in determining the significance of project impacts under CEQA, pursuant to Public Resources Code Section 21099, which states that "aesthetic and parking impacts of a residential, mixed-use residential, or employment center project on an infill site within a transit priority area shall not be considered significant impacts on the environment."

Reduced Office/Increased Housing Alternative

As described in the DEIR, under the Reduced Office/Increased Housing Alternative, the overall office square footage would be reduced and the overall number of housing units would increase compared to the Project. This would be accomplished by removing all 789,000 gsf of office/R&D space in Area C and replacing it with 800 multi-family housing units. The retail uses, amenities, open space, and potential substation in Area C would all remain the same as under the Project. In addition, all other land use and development assumptions for Areas A, B, and D would remain the same as under the Project. Thus, the Reduced Office/Increased Housing Alternative would result in up to 4,913,000 gsf of new development, including up to 2,600 housing units (approximately 2,600,000 gsf); approximately 2,211,000 gsf of office/R&D space; approximately 100,000 gsf of neighborhood retail uses; and approximately 10,000 gsf of childcare facilities.

Given the similarities, the Revised Project is essentially the same as the Reduced Office/Increased Housing Alternative described in the DEIR.

2. Comparison of Impacts

Land Use

Land Use impacts of the Reduced Office/Increased Housing Alternative and Revised Project would be the same as or similar to those identified for the Project, as described in the DEIR and summarized below.

Topics Found to Have No Impact. As with the Reduced Office/Increased Housing Alternative, the Revised Project would not physically disrupt or divide an established community, resulting in no impact. (NI)

Conflicts with Adopted City Land Use Plans and Policies Regarding the Jobs/Housing Balance. As with the Reduced Office/Increased Housing Alternative, employment growth associated with operation of the Revised Project would improve the jobs/housing balance in the city to a greater extent than the Project because fewer jobs would be created and more housing would be constructed.

As with the Reduced Office/Increased Housing Alternative, the Revised Project would provide mixed-use development in proximity to transit and would be within walking distance of multiple VTA light rail stations as well as Great America Station, which is served by Amtrak's Capitol Corridor and Altamont Corridor Express. Likewise, as with the Reduced Office/Increased Housing Alternative, the Revised Project would be largely consistent with surrounding uses, including Levi's Stadium, the Hilton Santa Clara Hotel, Convention Center, California's Great America Amusement Park, and the Patrick Henry Specific Plan adjacent to the site.

As with the Reduced Office/Increased Housing Alternative, the Revised Project would result in fewer employees and more housing. Both the alternative and the Revised Project would have a greater effect on the jobs/housing imbalance than the Project, and it would improve the jobs/housing ratio compared to what is expected to result from the current City General Plan projections in 2035 (2.15) and ABAG's projections in 2040 (2.99). Therefore, the Revised Project would result in a greater improvement in the jobs/housing imbalance as the Reduced Office/Increased Housing Alternative, and there would be no impact. (NI)

Consistent with Airport Land Use Plan. As with the Reduced Office/Increased Housing Alternative, the Revised Project would be consistent with CLUP policies regarding safety, heights, and noise, as well as FAA Regulation Part 77 notification requirements, and would result in a less-than-significant land use impact with respect to CLUP policies, the same as the Reduced Office/Increased Housing Alternative. (LTS)

Conflicts with Adopted City Land Use Plans and Policies Other than the Jobs/Housing Balance and Airport Land Use Plan. Because of the general consistency with land use policies, any potential conflicts with the General Plan related to the new land use classification under the Revised Project, would be similar to the Reduced Office/Increased Housing Alternative and would be less than significant. (LTS)

Cumulative Impacts. As with the Reduced Office/Increased Housing Alternative, the Revised Project would introduce a project with fewer employees and more housing but the same amount of total floor area as the Project. Therefore, as with the Reduced Office/Increased Housing Alternative, the Revised Project would not contribute to a significant cumulative impact, and any conflicts with the General Plan and CLUP would be less than significant. (LTS)

Transportation

Transportation impacts of the Reduced Office/Increased Housing Alternative and Revised Project would be the same as or similar to those identified for the Project, as described in the DEIR and summarized below.

Adopted Plans, Ordinances, and Policies Regarding Roadways and Transit, Bicycle, and Pedestrian Facilities. As with the Reduced Office/Increased Housing Alternative, the overall office square footage of the Revised Project would not conflict with applicable plans, ordinances, and policies that address the circulation system. Therefore, the Revised Project would result in a less-than-significant impact related to conflicts with adopted plans, ordinances, or policies addressing roadways and transit, bicycle, and pedestrian facilities, similar to the Reduced Office/Increased Housing Alternative. (LTS)

Vehicle Miles Traveled. As with the Reduced Office/Increased Housing Alternative, under the Revised Project average daily traffic from new development within the Project site would decrease compared to the Project and would qualify as a transit-supportive project and thus be assumed to have a less-than-significant impact on VMT. (LTS)

Hazards Due to Design Features or Incompatible Uses and Emergency Access. The Revised Project would include design features similar to those of the Project and the Reduced Office/Increased Housing Alternative, which are intended to reduce conflicts between vehicles and alternative modes of travel. Emergency access to the Project site would be similar to access under the Reduced Office/Increased Housing Alternative because site circulation would be the same, resulting in less-than-significant impacts. (LTS)

Construction Impacts.[1] The Revised Project would generate a similar number of truck trips during construction and about the same number of trips by construction workers as the Reduced Office/Increased Housing Alternative. Similar to the Reduced Office/Increase Housing Alternative, the Revised Project would require preparation of a construction management plan that would be reviewed and approved by the Public Works Department, similar to requirements under Project Mitigation Measure TRA-1.1 (Construction Management Plan). Therefore, similar to the Reduced Office/Increased Housing Alternative, the Revised Project would be less than significant with mitigation. (LTS/M)

Cumulative Impacts. Similar to the Reduced Office/Increased Housing Alternative, the Revised Project combined with cumulative projects would not result in cumulative impacts for any

[1] Construction impacts are applicable to topics such as conflicts with adopted plans, ordinances, or policies addressing roadways and transit, bicycle, and pedestrian facilities; hazardous design features or incompatible uses; and emergency access.

transportation topic. Therefore, similar to the Reduced Office/Increased Housing Alternative, the Revised Project in combination with cumulative projects would have a less-than-significant cumulative transportation impact with mitigation, similar to the Project. (LTS/M)

Air Quality

Air Quality impacts of the Reduced Office/Increased Housing Alternative and Revised Project would be the same as, similar to, or less than those identified for the Project, as described in the DEIR and summarized below.

Conflict with or Obstruct Implementation of the Air Quality Plan. Similar to the Reduced Office/Increased Housing Alternative, the Revised Project, would include energy saving features and sustainability measures, such as LEED certification, alternative transit options, landfill diversion techniques, and water-saving features. The Revised Project would not disrupt implementation of any of the measures for the BAAQMD's 2017 Clean Air Plan. Thus, similar to the Reduced Office/Increased Housing Alternative, the Revised Project would not conflict with the applicable regional air quality plans. Therefore, impacts are considered less than significant, the same as the Project. (LTS)

Construction Criteria Air Pollutant Emissions. Similar to the Project, implementation of Mitigation Measures AQ-2.1 and AQ-2.2 would reduce the impact and would bring daily nitrous oxides (NO_X) construction emissions below the BAAQMD threshold. Therefore, with implementation of Mitigation Measures AQ-2.1 and AQ-2.2, the Revised Project's impacts would be less than significant with mitigation, similar to the Project. (LTS/M)

Operational Criteria Air Pollutant Emissions. Similar to the Reduced Office/Increased Housing Alternative, the Revised Project would result in 17 percent fewer vehicle trips than the Project and thus the operational air quality impacts would be reduced. However, even with Mitigation Measures AQ-2.3 through AQ-2.6, the operational-only emissions of ROG, NO_X, PM_{10}, and $PM_{2.5}$ would exceed the BAAQMD thresholds of significance. Assuming that emissions of ROG and NO_X would roughly decrease by 17 percent,[2] the Revised Project would likely still result in emissions of ROG and NO_X that would be above the thresholds of significance, because of the magnitude of the threshold exceedances.

Similar to the Reduced Office/Increased Housing Alternative, emissions of PM_{10} and $PM_{2.5}$ for the Revised Project would be roughly 20 percent above the threshold; thus, it is possible that the Revised Project would result in emissions that would be closer to the PM_{10} and $PM_{2.5}$ thresholds but most likely would not be below. Similar to the Project, Mitigation Measures AQ-2.3 through AQ-2.6 would reduce the Revised Project's impact but not to below the BAAQMD thresholds. Operational emissions of the Revised Project would be significant and unavoidable, resulting in a slightly lower impact than the Project. (SU/M)

Exposure of Sensitive Receptors to Carbon Monoxide Hot-spots. Similar to the Reduced Office/Increased Housing Alternative, the Revised Project would generate less traffic than the

[2] The actual decrease in emissions would be less than 17 percent because there are non-mobile sources of emissions as well.

Project, thus, the CO concentrations at potential hot-spots would be less than what is anticipated for the Project. As evaluated in the DEIR Table 3.3-13, worst-case CO concentrations from Project implementation are well below the CAAQS and NAAQS. Thus, CO concentrations with implementation of the Revised Project are not expected to contribute to any new localized violations of the 1-hour or 8-hour ambient air quality standards, resulting in less-than-significant impacts, which is reduced compared to the Project. (LTS)

Construction and Operational TAC Emissions. During operations of the Revised Project, the same types of fine particulate matter ($PM_{2.5}$) and diesel particulate matter (DPM) sources would be present but to a lesser degree. For example, there would be approximately 17 percent fewer vehicle trips, and most likely, fewer emergency generators.[3]

New receptors would live and work at the Project area while subsequent phases of construction are on-going. Construction of the Revised Project may result in a shorter construction duration, but that is not known for certain. If that were the case, the Revised Project would reduce the duration of exposure compared to the Project. As shown in Table 3.3-14, for construction-only impacts, the Project would not cause any significant health risks or $PM_{2.5}$ concentrations; thus, it is likely that the Revised Project would not result in significant health-related impacts during the construction-only period. However, for Project operations, construction and operations overlap, so there would be a significant cancer risk in one scenario and a significant $PM_{2.5}$ impact in six scenarios, which is similar to the Project

The significant cancer risk for the Project would occur at onsite receptors during the period for the construction and operations overlap. It is conservatively assumed that the construction period for the Revised Project would be the same as the Project's construction period. Thus, health risks for the Revised Project are conservatively assumed to be the same as the health risks from the Project and above the threshold.

The significant $PM_{2.5}$ concentrations for the Project would occur at offsite and onsite receptors and would cause impacts that are much greater than the BAAQMD threshold. At some receptors, the $PM_{2.5}$ concentration would be 10 times the threshold; as such, even with reduced vehicle traffic and emergency generators, the Revised Project would result in $PM_{2.5}$ concentrations that are above the BAAQMD threshold.

Mitigation Measures AQ-2.1, AQ-2.2, and AQ-2.6 would be implemented to reduce Project-related impacts and would also be required for the Revised Project. However, even with this mitigation, impacts for the Revised Project would be above the thresholds and thus significant. Therefore, this impact would be significant and unavoidable, resulting in a slightly lower impact than the Project. (SU/M)

Exposure of Sensitive Receptors to Asbestos During Construction. As with the Project, asbestos impacts could occur if demolition of existing buildings containing asbestos or disturbance of any features exposes workers. The Revised Project would comply with BAAQMD Regulation 11, Rule 2, which would control emissions of asbestos to the atmosphere during demolition activities. Accordingly, this impact would be less than significant, the same as the Project. (LTS)

[3] Commercial uses are more likely to have emergency generators than residential uses.

Objectionable Odors. Similar to the Project, potential odor sources from construction of the Revised Project include diesel exhaust from heavy-duty equipment, diesel exhaust from delivery vehicles and weekly trash pick-up, and the use of architectural coatings during maintenance activities; limited odors may also result from residential cooking appliances during operations. Given mandatory compliance with BAAQMD regulations, no construction or operational activities for the Revised Project would create a significant level of objectionable odors. Accordingly, this impact would be less than significant, the same as the Project. (LTS)

Cumulative Impacts. Similar to the Reduced Office/Increased Housing Alternative, the Revised Project would result in less criteria air pollutant emissions than the Project but would still contribute considerably to significant cumulative regional air pollutant levels, because the thresholds of significance, which are inherently cumulative, would be exceeded. (SU/M)

As noted in the cumulative discussion in Section 3.3, *Air Quality*, the analysis for consistency with BAAQMD's Clean Air Plan is inherently cumulative. Thus, the discussion above for the Revised Project's consistency with the Clean Air Plan (CAP) is also representative of cumulative impacts. (LTS)

The Revised Project would result in DPM and $PM_{2.5}$ emissions that would contribute to cumulative exposure for onsite and offsite sensitive receptors, including future receptors at the site of the Patrick Henry Specific Plan. The amount of emissions would be less than the Project under the Revised Project, as noted above. As evaluated in Tables 3.3-15 through 3.3-18, the cumulative exposure during Project operations and construction and operation overlap would be greater than BAAQMD cumulative thresholds for $PM_{2.5}$ at onsite and offsite receptors. Due to the magnitude of exceedances for the cumulative exposure to $PM_{2.5}$, the Revised Project would not prevent significant impacts. Like the Project, no feasible mitigation has been identified that would eliminate the significant cumulative impact on sensitive receptors, but the Revised Project's contribution to this impact would be less than the Project's contribution. (SU/M)

Greenhouse Gas Emissions

Greenhouse Gas Emission impacts of the Reduced Office/Increased Housing Alternative and Revised Project would be similar to those identified for the Project, as described in the DEIR and summarized below.

Generation of GHG Emissions during Construction and Operation. It is likely that overall construction activities for the Revised Project would be similar to construction activities for the Project and Reduced Office/Increased Housing Alternative. GHG emissions from construction were determined to be less than significant with Mitigation Measure GHG-1.1 for the Project, because implementation of construction-related measures, as recommended by BAAQMD, would reduce GHG emissions. This mitigation measure would also be required for the Revised Project. Therefore, the impact would be less than significant with mitigation. (LTS/M)

For operations, vehicle traffic would include daily trips from residents, employees, customers, delivery trucks, and waste management trucks. The Revised Project would result in 17 percent fewer vehicle trips than the Project and thus the operational GHG emissions would be reduced.

As with the Reduced Office/Increased Housing Alternative, it is currently unknown whether the Revised Project would be consistent with the City's CAP. Because consistency with the City's CAP requires a detailed assessment of a project's features, it cannot be determined whether future development would be consistent or conflict with the plan. The level of detail necessary to determine consistency with the City's CAP is greater than the level of detail that is appropriate for analyzing a project's alternatives under CEQA. However, it is likely that the Revised Project would result in design features similar to those of the Project and be consistent with the City's CAP, and introducing more residential units under Option B would be more closely aligned with the CAP goals and policies. This impact would be less than significant. (LTS)

Conflicts with Applicable Plans and Policies. As with the Reduced Office/Increased Housing Alternative, it is currently unknown whether the Revised Project would conflict with any applicable plans or policies adopted to reduce GHG emissions because the specific design features of this alternative have not been determined. Because consistency with the City's CAP,[4] CARB's 2022 Scoping Plan, and Plan Bay Area 2050 require a detailed assessment of a project's features, it cannot be determined with certainty whether the Revised Project would be consistent or conflict with these plans. The level of detail necessary to determine consistency with these plans is greater than the level of detail appropriate for analyzing a project's alternatives under CEQA. However, it is likely that the Revised Project would result in design features similar to those of the Project and introducing more residential units under Option B would be more closely aligned the CAP goals and policies be consistent with the CAP, 2022 Scoping Plan, and Plan Bay Area 2050. This impact would be less than significant. (LTS)

Energy

Energy impacts of the Reduced Office/Increased Housing Alternative and Revised Project would be similar to those identified for the Project, as described in the DEIR and summarized below.

Wasteful, Inefficient, or Unnecessary Consumption of Energy Resources. As with the Reduced Office/Increased Housing Alternative, the Revised Project energy usage during construction would be reduced through the use of energy-efficient construction equipment and trucks as well as alternative fuels. Design features and Mitigation Measure GHG-1.1 would reduce the amount of fossil fuel consumed during construction as well as the energy intensiveness associated with building materials, including discarded construction and demolition waste. As with the Reduced Office/Increased Housing Alternative, impacts would be less than significant with mitigation. (LTS/M)

Operations under the Revised Project would comply with CALGreen and LEED building requirements and the implementation of a TDM program which would reduce impacts to a less than significant level, similar to the Reduced Office/Increased Housing Alternative. (LTS)

[4] The CAP checklist notes that projects involving General Plan amendments may not use the CAP checklist and should quantify emissions. Similar to the Project, the Reduced Scale Alternative would involve a General Plan amendment. Nonetheless, the CAP checklist measures would be applicable to the Revised Project and, if implemented, would reduce Project-generated GHG emissions.

Conflict with Energy Plan. As with the Reduced Office/Increased Housing Alternative, the Revised Project would be required to comply with State and local renewable energy and energy efficiency plans and impacts would be less than significant, similar to the Reduced Office/Increased Housing Alternative. (LTS)

Cumulative Impacts. Similar to the Reduced Office/Increased Housing Alternative, it is anticipated that future energy users will become more efficient and less wasteful over time and will not create significant cumulative energy impacts. Therefore, impacts would be less than significant, similar to the Reduced Office/Increased Housing Alternative. (LTS)

Noise

Noise impacts of the Reduced Office/Increased Housing Alternative and Revised Project would be similar to those identified for the Project, as described in the DEIR and summarized below.

Construction Impacts. As with the Reduced Office/Increased Housing Alternative, the Revised Project would include 26 percent less office space and 44 percent more residential units. Overall, the intensity and location of construction under the Revised Project would be very similar to that of the Project, because the Revised Project would involve the same types of construction equipment and similar worst-case distances to noise sensitive land uses as the Project. Thus, construction noise impacts for the Revised Project would be significant during daytime hours because of the greater than 10 dB increase above existing levels and during the nighttime hours from exceedance of the City Code noise limit. Implementation of Mitigation Measures NOI-1.1 from the EIR would reduce construction noise but not to a to less-than-significant level, because it cannot be determined with certainty that the construction noise reduction control plan would sufficiently reduce noise in all circumstances. Noise from construction haul trucks would be less than significant for the Revised Project, because there would be fewer haul trucks than the Project. Because of the construction equipment noise, the overall construction impact would be significant and unavoidable with mitigation, similar to the Reduced Office/Increased Housing Alternative. (SU/M)

For vibration impacts during construction, the Revised Project may require the use of pile drivers, which would result in significant annoyance-related impacts even with Mitigation Measure NOI-3.1. Like the Reduced Office/Increased Housing Alternative, damage-related impacts would be less than significant, but annoyance-related impacts would be significant and unavoidable with mitigation. (SU/M)

Traffic Noise Impacts. The Revised Project are estimated to generate up to 30,428 external vehicle trips, which is the same as the Reduced Office/Increased Housing Alternative and approximately 17 percent less than the 36,981 vehicle trips from the Project. As evaluated in the EIR, the greatest increase in noise at any roadway from Project-related traffic would be 2.9 dB, which is less than what is considered noticeable and does not constitute a significant noise impact. Since the Revised Project would result in 17 percent less traffic than the Project, the increase in noise at all roadway segments would very likely be less than that of the Project. Therefore, the Revised Project would not exceed the 3 dB threshold, resulting in a less-than-significant impact, similar to the Reduced Office/Increased Housing Alternative. (LTS)

Operational Noise Impacts from Stationary Sources and Other Operational Sources. In general, noise impacts from operational sources would be very similar for the Project, Reduced Office/Increased Housing Alternative, and the Revised Project, because the worst-case distances between noise source and receptor could be approximately the same. Impact NOI-2 for the Project notes that, at a distance of 50 feet, onsite noise-sensitive land uses could experience a noise limit exceedance from the operation of mechanical equipment and testing of emergency generators. For the Revised Project, onsite land uses may also be within 50 feet of mechanical equipment and/or emergency generators. As such, the impact is significant but would be less than significant with implementation of Mitigation Measure NOI-2.1. With the noise reduction plan, impacts from stationary noise equipment would be less than significant with mitigation, same as the Reduced Office/Increased Housing Alternative. Implementation of Mitigation Measure NOI-2.1 would reduce this impact to a less-than-significant level, similar to the Project. (LTS/M)

Noise from other sources associated with operations, such as amplified music and sound from events, human speech and music at the outdoor balconies, truck loading, and parking garage activity, would be similar in magnitude to noise as the Reduced Office/Increased Housing Alternative. The impact would be less than significant. (LTS)

Aircraft Noise Impacts. The Project site is adjacent to but outside the AIA of SJC and does not fall within the 65 dBA CNEL noise contour (i.e., the lowest noise contour for aircraft noise presented) for SJC, and would thus not be exposed to aircraft noise above 65 dBA.[5] Therefore, people living and working at the Project site for the Revised Project would not be greatly affected by aircraft noise. Impacts from aircraft noise would be less than significant, similar to the Reduced Office/Increased Housing Alternative. (LTS)

Cumulative Impacts. Construction noise for the Project and Reduced Office/Increased Housing Alternative would be cumulatively considerable because Project construction noise could exceed the City's exterior noise limits at sensitive land uses or result in an increase of 10 dB or more over the ambient noise level. In addition, future residences at the Patrick Henry Specific Plan site would also be affected by a substantial increase in noise from construction at the Project site. The Revised Project would use the same types of construction equipment as the Project and Reduced Office/Increased Housing Alternative and have similar worst-case distances to noise-sensitive land uses. Consequently, the Revised Project would also result in a cumulatively considerable contribution to a cumulative noise impact. Mitigation Measure NOI-1.1 would reduce construction noise levels by incorporating practices that would minimize noise; however, noise controls may not reduce noise enough in all instances to prevent an increase of 10 dB or more relative to ambient noise levels or reduce nighttime construction noise to a level that would be in compliance with City Code noise limits. The contribution to this impact would be significant and unavoidable, the same as the Reduced Office/Increased Housing Alternative. (SU/M)

Construction of the Project and Reduced Office/Increased Housing Alternative were found to result in significant and unavoidable cumulative vibration impacts during construction. The same conclusion would apply to the Revised Project because the same types of equipment and worst-case

[5] Windus, Walter B. 2011. *Comprehensive Land Use Plan for San José International Airport*. Santa Clara County Airport Land Use Commission. Adopted: May 25, 2011. Amended: November 16, 2016.

distances would apply. Mitigation Measure NOI-3.1 would be implemented to minimize this impact, but it cannot be determined whether vibration levels would be reduced to below the strongly perceptible threshold in all circumstances at the cumulative receptors. The contribution to this impact would be significant and unavoidable, the same as the Reduced Office/Increased Housing Alternative. (SU/M)

As noted for the Reduced Office/Increased Housing Alternative, non-traffic operational noise impacts would require implementation of Mitigation Measures NOI-2.1 to be less than significant. These cumulative impacts would be the same as the Revised Project, because the same general types of noise sources would be present (e.g., HVAC fans, chillers, emergency generators), resulting in similar noise levels. Future residences at the Patrick Henry Specific Plan site would also be affected by operational noise. The approximate distances to onsite and offsite sensitive land uses, as noted above, would be similar to those under the Reduced Office/Increased Housing Alternative. (LTS/M)

With regard to traffic noise effects, future regional growth in the Project vicinity would result in increases in traffic that would cumulatively increase traffic noise. As evaluated in Table 3.3-14 of the EIR, the Project-only contribution to cumulative noise impacts (i.e., relative to future conditions without the Project) would be 2.2 dB, which would not be noticeable. As with the Reduced Office/Increased Housing Alternative, the Revised Project would have approximately 17 percent fewer vehicle trips in the cumulative conditions than the Project, and the contribution of traffic noise would thus be less than 2.2 dB and thus not noticeable. Therefore, the contribution to the cumulative traffic noise impact would be less than significant, similar to the Reduced Office/Increased Housing Alternative. (LTS)

Cultural Resources

Cultural Resources impacts of the Reduced Office/Increased Housing Alternative and Revised Project would be the same as those identified for the Project, as described in the DEIR and summarized below.

Impact Not Evaluated in Detail. As with the Reduce Office/Increased Housing Alternative, the Revised Project would not cause a substantial adverse change in the significance of a historic structure because none exist on the Project Site. Therefore, there would be no impact on historic structures. (NI)

Impacts on Archaeological Resources and Human Remains. Similar to the Reduce Office/Increased Housing Alternative, the Revised Project could uncover previously undiscovered prehistoric archaeological resources or human remains in the Project area that could be affected by ground-disturbing activities during construction and implementation of Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3 would reduce this impact to a less-than-significant level. (LTS/M)

Cumulative Impacts. As with the Reduce Office/Increased Housing Alternative, compliance with Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3 would lessen the Revised Project contribution to the cumulative impact to less than cumulatively considerable and reduce the significant cumulative impacts associated with the loss of archaeological resources and the disturbance of human remains to a less-than-significant level, similar to the Project. (LTS/M)

Biological Resources

Biological Resources impacts of the Reduced Office/Increased Housing Alternative and Revised Project would be the same as or similar to those identified for the Project, as described in the DEIR and summarized below.

Topics Found to Have No Impact. As with the Reduced Office/Increased Housing Alternative, the Revised Project would result in no impact related to special-status species, habitats, or communities, similar to the Reduced Office/Increased Housing Alternative (and for the same reasons described for the Project). (NI)

Impacts on Special Status Species. Similar to the Reduced Office/Increased Housing Alternative, operation of the Revised Project would not result in significant impacts to birds and bats with the implementation Mitigation Measure BIO-1.1 and BIO-4.1. Therefore, as with the Reduced Office/Increased Housing Alternative, impacts on special-status species during construction would be less than significant with mitigation. (LTS/M)

Impacts on State or Federally Protected Wetlands. Similar to the Reduced Office/Increased Housing Alternative, operation of the Revised Project would not result in significant impacts on State- or federally protected wetlands. Compliance with the SWPPP during construction, as well as post-construction measures and design features required by the MRP, would reduce the potential impact from the Revised Project on Calabazas Creek to a less-than significant level. Impacts would be the same as the Reduced Office/Increased Housing Alternative. (LTS)

Impede Use of Native Wildlife Nursery Sites or Interfere with Movement of Native Migratory Wildlife Species. Construction and operational activities for the Revised Project would be the same the Reduced Office/Increased Housing Alternative and with implementation of Mitigation Measure BIO-4.1 impacts would be less than significant. (LTS).

It is expected that the proposed buildings under the Revised Project would be the same general height as the Reduced Office/Increased Housing Alternative and the Project. Regardless, the area of a building that poses the greatest risk for avian collisions is the lower portion because the majority of daily routine activities (e.g., foraging, roosting, nesting) occur relatively close to the ground. Therefore, bird collisions would occur at a similar rate as under the Reduced Office/Increased Housing Alternative. Although bird collisions cannot be completely avoided, the Project Sponsor would incorporate the City's standard condition of approval for bird safety into the final design of the Revised Project to reduce potentially significant impacts related to bird collisions. As with the Reduced Office/Increased Housing Alternative, implementation of Mitigation Measure BIO-4.2 would reduce impacts due to bird collisions during operation to less than significant, resulting in similar impacts compared to the Reduced Office/Increased Housing Alternative. (LTS/M)

Conflicts with Local Policies or Ordinances Protecting Biological Resources. Operation of the Revised Project would not result in conflicts with any local policies or ordinances protecting biological resources Therefore, as with the Reduced Office/Increased Housing Alternative , the Revised Project would result in less-than-significant impacts related to conflicts with policies or ordinance protecting biological resources, similar to the Project. (LTS)

Cumulative Impacts. Cumulative impacts with respect to biological resources would be less than significant with the implementation of Mitigation Measures BIO-1.1, BIO-4.1, and BIO-4.2, similar to the Reduced Office/Increased Housing Alternative. (LTS/M)

Geology and Soils

Geology and Soils impacts of the Reduced Office/Increased Housing Alternative and Revised Project would be the same as or similar to those identified for the Project, as described in the DEIR and summarized below.

Topics Found to Have No Impact. Similar to the Reduced Office/Increased Housing Alternative, the Revised Project would not include septic tanks/alternative wastewater disposal systems and would not be susceptible to landslides and would result in no impacts related to these topics. (NI)

Fault Rupture, Seismic Hazards, Erosion, and Expansive Soils. Construction and operation of the Revised Project would be similar to the Reduced Office/Increased Housing Alternative and would be subject to the same seismic and soil conditions. Therefore, the Revised Project would result in less-than-significant impacts related to surface fault rupture, ground shaking, liquefaction, lateral spreading, soil erosion and loss of topsoil, and expansive soils for the same reasons described for the Project. (LTS)

Unstable Soil. Construction of the Revised Project would be similar to the Reduced Office/Increased Housing Alternative and would include a similar amount of excavation and dewatering, with the . implementation of Mitigation Measure GEO-3.1 would not contribute to collapse, subsidence, or settlement of unstable soil. (LTS/M)

Paleontological Resources. The Revised Project would be located on the same site as the Reduced Office/Increased Housing Alternative and include similar below-grade excavation for the parking garages. Therefore, with implementation of Mitigation Measure GEO-6.1, impacts related to paleontological resources would be reduced to a less-than-significant level, similar to the Reduced Office/Increased Housing Alternative. (LTS/M)

Cumulative Impacts. Cumulative construction impacts with respect to geology and soils and paleontological resources for the Revised Project would be less than significant with implementation of Mitigation Measures GEO-3.1 and GEO-6.1.. Therefore, impacts would be less than cumulatively considerable with mitigation, similar to the Reduced Office/Increased Housing Alternative. (LTS/M)

Hydrology and Water Quality

Hydrology and Water Quality impacts of the Reduced Office/Increased Housing Alternative and Revised Project would be similar to those identified for the Project, as described in the DEIR and summarized below.

Surface Water Quality. As with the Reduced Office/Increased Housing Alternative, the Revised Project would be required to comply with existing regulations that protect surface water quality during construction and operation and, therefore, would result in less-than-significant impacts

related to surface water quality for the same reasons described for the Reduced Office/Increased Housing Alternative. (LTS)

Groundwater Quality and Supply. The Revised Project would be similar to the Reduced Office/Increased Housing Alternative and would include excavation dewatering and redevelopment in areas where contaminated soil or groundwater and water wells may be present, and would require implementation of Mitigation Measures GEO-3.1, HAZ-2.1, WQ-1.1, WQ-1.2, and WQ-2.1, which would reduce impacts to a less than significant level. (LTS/M)

Drainage Patterns. As with the Reduced Office/Increased Housing Alternative, construction and operation of the Revised Project would alter drainage patterns on the Project site; however, with implementation of Mitigation Measures WQ-3.1 and WQ-3.2, impacts would be reduced to a less than significant level. (LTS/M)

Release of Pollutants Due to Inundation. Similar to the Reduced Office/Increased Housing Alternative, the Revised Project would be subject to the same risks for inundation during construction and operation and with implementation of Mitigation Measures WQ-3.2 would be reduced to a less than significant level. (LTS/M)

Conflict with a Water Quality Control Plan or Groundwater Management Plan. Similar to the Reduced Office/Increased Housing Alternative, the Revised Project could affect groundwater quality, supply, and management during construction and operation; however, with implementation of Mitigation Measures WQ-1.1, WQ-1.2, GEO-3.1, and HAZ-2.1 impacts would be reduced to a less than significant level. (LTS/M)

Cumulative Impacts. Similar to the Reduced Office/Increased Housing Alternative, cumulative impacts for the Revised Project with respect to hydrology and water quality would be less than significant with implementation of Mitigation Measures WQ-1.1, WQ-1.2, GEO-3.1, and HAZ-2.1. (LTS/M)

Hazards and Hazardous Materials

Hazards and Hazardous materials impacts of the Reduced Office/Increased Housing Alternative and Revised Project would be the same as or similar to those identified for the Project, as described in the DEIR and summarized below.

Topics Found to Have No Impact. Similar to the Reduced Office/Increased Housing Alternative, the Revised Project would not be located within 0.25 mile of schools or on a hazardous materials release site and would result in no impacts related to these topics. (NI)

Aviation Hazards, Emergency Response and Evacuation, and Routine Transport, Use, or Disposal of Hazardous Materials. Similar to the Reduced Office/Increased Housing Alternative, construction and operation of the Revised Project would be required to comply with existing regulations and policies that address aviation hazards, emergency response and evacuation, and hazardous materials management and result in less than significant impacts. (LTS)

Accidental Release of Hazardous Materials. Similar to the Reduced Office/Increased Housing Alternative, construction of the Revised Project would include potential disturbance of

contaminated soil and groundwater; however, With implementation of Mitigation Measure HAZ-2.1 these would be reduced to a less than significant level. (LTS/M)

Cumulative Impacts. Similar to the Reduced Office/Increased Housing Alternative, cumulative impacts from the Revised Project with respect to aviation hazards, emergency response and evacuation, and hazardous materials management would be less than significant and therefore would be less than cumulatively considerable with mitigation, similar to the Reduced Office/Increased Housing Alternative. (LTS or LTS/M)

Population and Housing

As with the Reduced Office/Increased Housing Alternative, the Revised Project would result in approximately 5,590 residents on the Project site. Because 6,667 employees were assumed in the General Plan for the Project site, the Revised Project would generate fewer employees than planned for, resulting in 1,207 fewer net new employees than assumed in the General Plan. Population and Housing impacts of the Reduced Office/Increased Housing Alternative and Revised Project would be the same as or less than those identified for the Project, as described in the DEIR and summarized below.

Topics Found to Have No Impact. Like the Reduced Office/Increased Housing Alternative, the Revised Project would demolish the existing buildings at the Project site. No existing residential units would be demolished. Therefore, as with the Reduced Office/Increased Housing Alternative, the Revised Project would not displace housing or people. (NI)

Population Growth. As with the Reduced Office/Increased Housing Alternative, construction employment for the Revised Project would most likely be met within the existing and future labor market in the city and the county, in a less-than-significant impact related to population growth.

Similar to the Reduced Office/Increased Housing Alternative, operation of the Revised Project would result in a direct population increase due to onsite residents of approximately 5,590 people, approximately 25.1 percent of the city's population growth over this 15-year period, the same as under the Reduced Office/Increased Housing Alternative.

Because the Revised Project would generate fewer employees onsite than was planned for in the General Plan, the result would be a decrease in anticipated demand for housing units to support employment in the city and county. Therefore, similar to the Reduced Office/Increased Housing Alternative, the Revised Project would result in a lesser population increase in the city and region than the Project. (LTS)

Cumulative Impacts. Similar to the Reduced Office/Increased Housing Alternative, the Revised Project, in combination with other projected growth in the city, would not increase population and housing in the city and the contribution to a cumulative impact would be less than significant. (LTS)

Public Services and Recreation

Public Services and Recreation impacts of the Reduced Office/Increased Housing Alternative and Revised Project would be similar to those identified for the Project, as described in the DEIR and summarized below.

Impact on Fire Services and Facilities. Similar to the Reduced Office/Increased Housing Alternative, construction workers for the Revised Project are not expected to put an additional strain on fire protection services and impacts related to fire protection during construction would be less than significant. (LTS)

Similar to the operation of the Reduced Office/Increased Housing Alternative, the Revised Project would result in additional employees and residents on the Project site; however similar to the Reduced Office/Increased Housing Alternative, impacts related to fire protection would be less than significant. (LTS)

Impact on Polices Services and Facilities. Similar to the Reduced Office/Increased Housing Alternative, construction workers under the Revised Project are not expected to increase the SCPD's service population and impacts related to police protection during construction would be less than significant.

Similar to operation of the Reduced Office/Increased Housing Alternative, the Revised Project could affect the SCPD by intensifying site activity; adding new employees, residents, and visitors; increasing square footage; and increasing traffic incidents; however, similar to the Reduced Office/Increased Housing Alternative , the Revised Project would not result in substantial adverse physical environmental impacts associated with the provision of new or physically altered police facilities in order to maintain acceptable service ratios, response times, or other performance objectives and impacts related to police protection would be less than significant. (LTS)

Impact on School Facilities. Similar to the Reduced Office/Increased Housing Alternative, construction workers under the Revised Project are not expected to trigger a need for new schools or require expansion or rehabilitation of existing facilities. Therefore, similar to the Reduced Office/Increased Housing Alternative, impacts related to schools during construction would be less than significant. (LTS)

Similar to the Reduced Office/Increased Housing Alternative, during operation, the Revised Project would generate approximately 5,590 onsite residents and, therefore, would have a direct impact on schools; however, as with the Reduced Office/Increased Housing Alternative, the Revised Project would be subject to SB 50 School Impact Fees. Therefore, the Revised Project would not trigger the need for the expansion or construction of new schools, resulting in a less-than-significant impact. (LTS)

Impact on Parks and Recreation Facilities. Implementation of the Revised Project could contribute to an increase in demand for parkland because it would add new residents to the city; however, similar to the Reduced Office/Increased Housing Alternative, the Revised Project uld be required to dedicate public parkland and/or pay a fee in lieu and would therefore result in a less-than-significant impact on park and recreational land. (LTS)

Similar to the Reduced Office/Increased Housing Alternative, the Revised Project is expected to include the same amount of dedicated parkland and private recreational amenity space as the Reduced Office/Increased Housing Alternative (i.e., approximately 10 acres of dedicated parkland and approximately 4 acres of private active recreational amenity space). Under the Revised Project, there would be an incrementally increased park demand compared to the Project, but impacts related to parks would be less than significant, similar to Reduced Office/Increased Housing Alternative. (LTS)

Impact on Library Facilities. Similar to the Reduced Office/Increased Housing Alternative, the October would not put additional strain on library services that would require the rehabilitation of existing or the construction of new library facilities and would not result in an exceedance of the suggested minimum of 0.3 square feet of library space per capita. Therefore, the Revised Project would result in a less-than-significant impact related to libraries. (LTS)

Cumulative Impacts. Similar to the Reduced Office/Increased Housing Alternative, the Revised Project would not result in an exceedance of the suggested minimum of 0.3 square feet of library space per capita, cumulative development in the city associated with the Revised Project would result in increased demand for fire services, police services, school facilities, parks, recreational facilities, and library facilities to accommodate growth; however, as with the Reduced Office/Increased Housing Alternative's cumulative impacts on public service providers, the Revised Project's cumulative impacts would be less than cumulatively considerable. (LTS)

Tribal Cultural Resources

Tribal Cultural Resources impacts of the Reduced Office/Increased Housing Alternative and Revised Project would be similar to those identified for the Project, as described in the DEIR and summarized below.

Impacts on Tribal Cultural Resources. Similar to the Reduced Office/Increased Housing Alternative, the Revised Project would have no impacts on tribal cultural resources during operation. However, significant impacts related to tribal cultural resources could result from construction of Revised Project, but with implementation of the Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3, these would be reduced to a less-than-significant level. (LTS/M)

Cumulative Impacts. Cumulative development in the city would result in demolition or alteration of non-archaeological and archaeological resources that may qualify as tribal cultural resources under CEQA. Therefore, Revised Project, similar to the Reduced Office/Increased Housing Alternative, could contribute to a cumulative loss of tribal cultural resources. However, implementation of Mitigation Measures CUL-2.1, CUL-2.2, and CUL-2.3, which require an archaeological monitoring plan, cultural resources sensitivity training for all construction crews participating in ground-disturbing activities, and stopping work if archaeological deposits are encountered during ground-disturbing activities, would reduce impacts to less than significant. (LTS/M)

Utilities and Service Systems

Utilities and Service Systems impacts of the Reduced Office/Increased Housing Alternative and Revised Project would be similar to those identified for the Project, as described in the DEIR and summarized below.

Topics Found to Have No Impact. Similar to the Reduced Office/Increased Housing Alternative, the Revised Project would not result in the generation of unique types of solid waste that would conflict with existing regulations regarding solid waste disposal. Therefore, there would be no impact related to complying with applicable federal, State, and local statutes and regulations. (NI)

Utility Relocation, Construction, or Expansion. Similar to the Reduced Office/Increased Housing Alternative, the Revised Project would upgrade all utilities to meet the demand for the increased number of onsite residents and employees. In addition, implementation of Mitigation Measures WQ-3.1 and WQ-3.2 would ensure that potential construction impacts of the Project related to exceeding the capacity of existing or proposed stormwater drainage systems would be less than significant with mitigation Therefore, similar to the Reduced Office/Increased Housing Alternative, this impact would be less than significant with mitigation. (LTS/M)

Water Supply. Construction activities under the Revised Project would be served by existing water systems and infrastructure. and impacts on water supplies during construction would be less than significant, similar to the Project. (LTS)

During operation, the Revised Project total water demand would be 646.4 acre-feet per year, same as the Reduced Office/Increased Housing Alternative. Therefore, as with the Reduced Office/Increased Housing Alternative, implementation of the Revised Project would have a less-than-significant impact on water supplies. (LTS)

Wastewater Treatment Capacity. Construction activities associated with the Revised Project would be served by the existing sewer system and infrastructure and would result in a less-than-significant impact on wastewater treatment providers during construction, same as the Reduced Office/Increased Housing Alternative. (LTS)

During operation, the Revised Project estimated BWF would be 51,533 gpd by 2035, same as the Reduced Office/Increased Housing Alternative and therefore impacts on wastewater facilities would likewise be less-than-significant. (LTS)

Solid Waste Capacity. Demolition under the Revised Project would be the same as under the Reduced Office/Increased Housing Alternative and would not constitute a substantial portion of the solid waste facilities' daily permitted capacity. Therefore, the solid waste facilities that would serve the Project site during construction would be able to accommodate the construction waste generated by the Revised Project and would be served by a landfill with adequate permitted capacity to accommodate its solid waste disposal needs. (LTS)

Cumulative Impacts. The Revised Project would result in utilities and service system impacts similar to those of the Reduced Office/Increased Housing Alternative. Therefore, cumulative impacts under the Revised Project, including impacts related to utility relocation, water supply, wastewater treatment capacity, and solid waste capacity, would be less than cumulatively considerable. (LTS)

3. Conclusions and Findings Regarding Recirculation of the Draft EIR

As described above, the Revised Project (Option B) would result in impacts that are the same as or similar to those of the Project (Option A) and some Air Quality and Population and Housing impacts would be less than those caused by the Project. No impacts under the Revised Project would be greater than the Project. Therefore, neither a new significant environmental impact nor a substantial increase in the severity of an environmental impact as disclosed in the EIR would result from Option B. Thus, the impacts of Option B are fully within the scope of the analysis in the Final EIR.

With respect to whether Option B triggers a recirculation of the EIR. Section 15088.5 of the State CEQA Guidelines requires recirculation "when significant new information is added to the EIR after public notice is given of the availability of the Draft EIR for public review" but prior to certification of the Final EIR. The term "information" can include changes in the project or environmental setting as well as additional data or other information. (State CEQA Guidelines Section 15088.5.) New information added to an EIR is not "significant" unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment on a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect (including a feasible project alternative) that the project's proponents have declined to implement." (State CEQA Guidelines Section 15088.5[a].) "Significant new information" requiring recirculation includes, for example, a disclosure showing that:

1. A new significant environmental impact would result from a project or from a new mitigation measure proposed to be implemented.
2. A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.
3. A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the project, but the project's proponents decline to adopt it.
4. The Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded." (State CEQA Guidelines, Section 15088.5).

The analysis of impacts from Option B, as detailed above, shows that the first two conditions requiring recirculation are **not** met because:

1. Option B would **not** result in any new significant environmental effects and
2. Option B would **not** cause a substantial increase in the severity of previously identified significant effects.

Further, the third condition requiring recirclution is **not** met because:

3. The project proponent is proposing the Revised Project (Option B), which, as detailed above, is essentalilly the same as the Reduced Office/Increased Housing Alternative, which was fully analyzed in the DEIR.

Finally, the fourth condition is **not** met because:

4. All Project modifications or amendments to the EIR are either environmentally benign or environmentally neutral, and thus represents the kinds of common changes that occur and supplemental information that is received during the environmental review process as it works toward its conclusion; Comments provided on the EIR have not shown the EIR to be inadequate or conclusory.

Therefore, inclusion of this analysis as Attachment 3 to the FEIR does not constitute "significant new information" that would trigger recirculation because the analysis does not result in any new significant environmental effects, a substantial increase in the severity of previously identified significant effects, or feasible project alternatives that would clearly lessen the environmental effects of the Project that Kylli has declined to adopt. This analysis clarifies and amplifies the conclusions of the Project and Reduced Office/Increased Housing Alternative and concludes that the Revised Project is within the scope of the EIR.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA APPROVING A GENERAL PLAN AMENDMENT TO ESTABLISH TWO NEW LAND USE DESIGNATIONS, URBAN CENTER MIXED USE AND URBAN CENTER MISSION POINT, AND TO CHANGE THE LAND USE DESIGNATION FOR THE 48.6-ACRE KYLLI SITE TO THE NEW DESIGNATIONS, OPTION A

PLN2017-12924 (General Plan Amendment)

WHEREAS, on October 17, 2017, Kylli, Inc., through its wholly owned subsidiary, Innovations Common Owner, LLC ("Owner") made an application for a General Plan Amendment ("GPA") in connection with the redevelopment of a 48.6-acre site generally bounded by Tasman Drive, Patrick Henry Drive, Old Ironsides Drive, and the SFPUC Hetchy Hetchy Right of Way (APNs: 104-04-150, 104-04-142, 104-04-143, 104-04-151, 104-04-112, 104-04-113, 104-04-065, 104-04-111, 104-04-064), which is currently developed with four light industrial buildings and a parking lot ("Project Site");

WHEREAS, the Owner applied for a General Plan Amendment to establish two new General Plan land use designations of Urban Center Mixed Use, which would allow a residential maximum density up to 250 dwelling units per acre, and Urban Center Mission Point, which would require a minimum floor area ratio ("FAR") of 1.5.

WHEREAS, the Owner subsequently applied for a Planned Development Rezoning to redevelop the 48.6 acre site with up to 4,913,000 gross square feet of new development, including up to 1,800 units (approximately 1.8 million square feet of residential uses), up to 3 million square feet of office/research-and-development (R&D), approximately 100,000 square feet of retail, and approximately 10,000 square feet of childcare facilities; a Vesting Tentative Subdivision Map to subdivide the property into five lots with up to three parcels for future parkland dedication and potential residential and commercial condominium purposes and to vacate Democracy Way; and a Development Agreement (collectively, along with the GPA, the "Project");

WHEREAS, in conformance with the California Environmental Quality Act ("CEQA"), the Environmental Impact Report ("EIR") prepared for the Project was noticed and circulated for a 45-day public review period from November 17, 2023 to January 2, 2024;

WHEREAS, while considering the General Plan Amendment for the Project Site, the City Council reviewed and considered the information contained in the EIR for the Project;

WHEREAS, on November 6, 2024, the Planning Commission conducted a duly noticed public hearing to consider the proposed General Plan Amendment, at the conclusion of which, the Planning Commission voted to recommend approval to the City Council;

WHEREAS, notice of the November 19, 2024 public hearing on the proposed General Plan Amendment was published in the ***Santa Clara Weekly***, a newspaper of general circulation for the City, on November 6, 2024;

WHEREAS, on November 7, 2024, notices of the November 19, 2024 public hearing on the General Plan Amendment were mailed to all property owners within a quarter mile of the property, according to the most recent Assessor's roll, and to all local agencies expected to provide essential facilities or services to the Project;

WHEREAS, on November 19, 2024, the City Council held a public hearing to consider the General Plan Amendment and related applications, at which time all interested persons were given an opportunity to provide testimony and the Council considered the information presented in the Staff Report, and all verbal and written evidence.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. General Plan Amendment Findings: that the City Council finds and determines that the General Plan Amendment is in the interest of the public good for the following reasons:

A. The proposed amendment is deemed to be in the public interest, in that:

The Project is located in an urbanized area served by existing infrastructure and municipal

services. The Project would contribute up to 1,800 units to the housing stock in proximity to a mixed use and transportation corridor with access to neighborhood and community commercial uses, support services, local and regional transit facilities, outdoor open space and recreation areas. The Project would contribute to the City's housing stock and lessen the jobs/housing imbalance in support of the City's General Plan Land Use and Housing goals and policies. The Project would implement project conditions of approval to avoid and reduce impacts of development.

B. The proposed General Plan Amendment is consistent and compatible with the rest of the General Plan and any implementation programs that may be affected, in that:

The Project would combine and redevelop underutilized industrial parcels to provide housing and commercial opportunities for the north Santa Clara Area, which support the City's Housing Goals and assist the City in achieving Regional Housing Needs Assessment targets for production of affordable housing units as mandated by the State, and in accordance with the City's Affordable Housing ordinance.

C. The proposed amendment has been processed in accordance with the applicable provisions of the California Government Code and CEQA, in that:

An EIR was prepared for the Project and was noticed and circulated for a 45-day public review period from November 17, 2023 to January 2, 2024 to the public agencies which have jurisdiction by law with respect to the Project, as well as to other interested persons, organizations and agencies, and the City sought the comments of such persons, organizations and agencies. The City prepared and circulated written responses to the comments received during the Comment Period and included those responses in a Final Environmental Impact Report ("FEIR"), in accordance with CEQA.

D. The potential impacts of the proposed General Plan Amendment have been assessed and have been determined not to be detrimental to the public health, safety, or welfare, in that:

A Mitigation Monitoring and Reporting Program has been prepared and adopted, and made

conditions of approval for implementation with project development to reduce potentially significant impacts identified in the EIR to less than significant and no additional mitigation is required for the Project.

3. That pursuant to Government Code Section 65354, the City Council hereby amends the General Plan by including two additional land use designations "Urban Center Mixed Use" and "Urban Center Mission Point" contained in Subsection 5.2.2 ("Land Use Classifications and Diagram") of Section 5.2 ("Land Use Diagram") of Chapter 5 ("Goals and Policies") to read as follows:

"**Urban Center Mixed Use**

The Urban Center Mixed Use designation is intended for pedestrian-oriented, high-intensity and very high-density mixed-use development in a transit-rich area. It permits high-rise commercial office and residential development (in either mixed-use or stand-alone buildings), subject to Federal Aviation Administration height restrictions; ground-level retail; and landscaped areas for employee and resident activities. Permitted uses include multi-family residential and co-living, office and R&D uses, light manufacturing, and retail and services that serve local employees, residents, and visitors. Parking is typically structured or below grade. The residential density range is 60 - 250 dwelling units per acre. Townhomes are only permitted as follows: (1) Townhomes designed and integrated as a part of a multi-family building in which additional multi-family units are included above the townhome units (entire building must achieve a minimum 60 du/ac); or, (2) Townhomes integrated as part of a multi-family building without additional multi-family units above, not to exceed 25% of the buildable land area for area D (must achieve a minimum of 60 du/ac). The following are prohibited: (1) standalone townhomes without additional multifamily units, (2) single-family detached units, and (3) duplexes.

Urban Center Mission Point

The Urban Center Mission Point designation is intended for pedestrian-oriented, high-intensity and very high-density nonresidential development in a transit-rich area. It permits high-rise commercial

office development, subject to Federal Aviation Administration height restrictions; ground-level retail; and landscaped areas for employee and resident activities. Permitted uses include office and R&D uses, light manufacturing, and retail and services that serve local employees, residents, and visitors. Parking is typically structured or below grade. The minimum FAR is 1.5."

4. That City Council hereby changes the land use designation for Areas "A", "B", and "C" to the new Urban Center Mission Point land use designation, and Area "D" to the new Urban Center Mixed Use land use designation, as depicted on the attached Land Use Diagram, attached hereto and incorporated herein by this reference.

5. That, based on the findings set forth in this Resolution and the evidence in the City Staff Report and such other evidence as received at the public hearing on this matter the City Council approves of the General Plan Amendment.

6. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 19TH DAY OF NOVEMBER, 2024, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Land Use Diagram

S:\Attorney\RESOLUTIONS\Form Resolution-City.doc

ATTACHMENT 1
LAND USE DIAGRAM

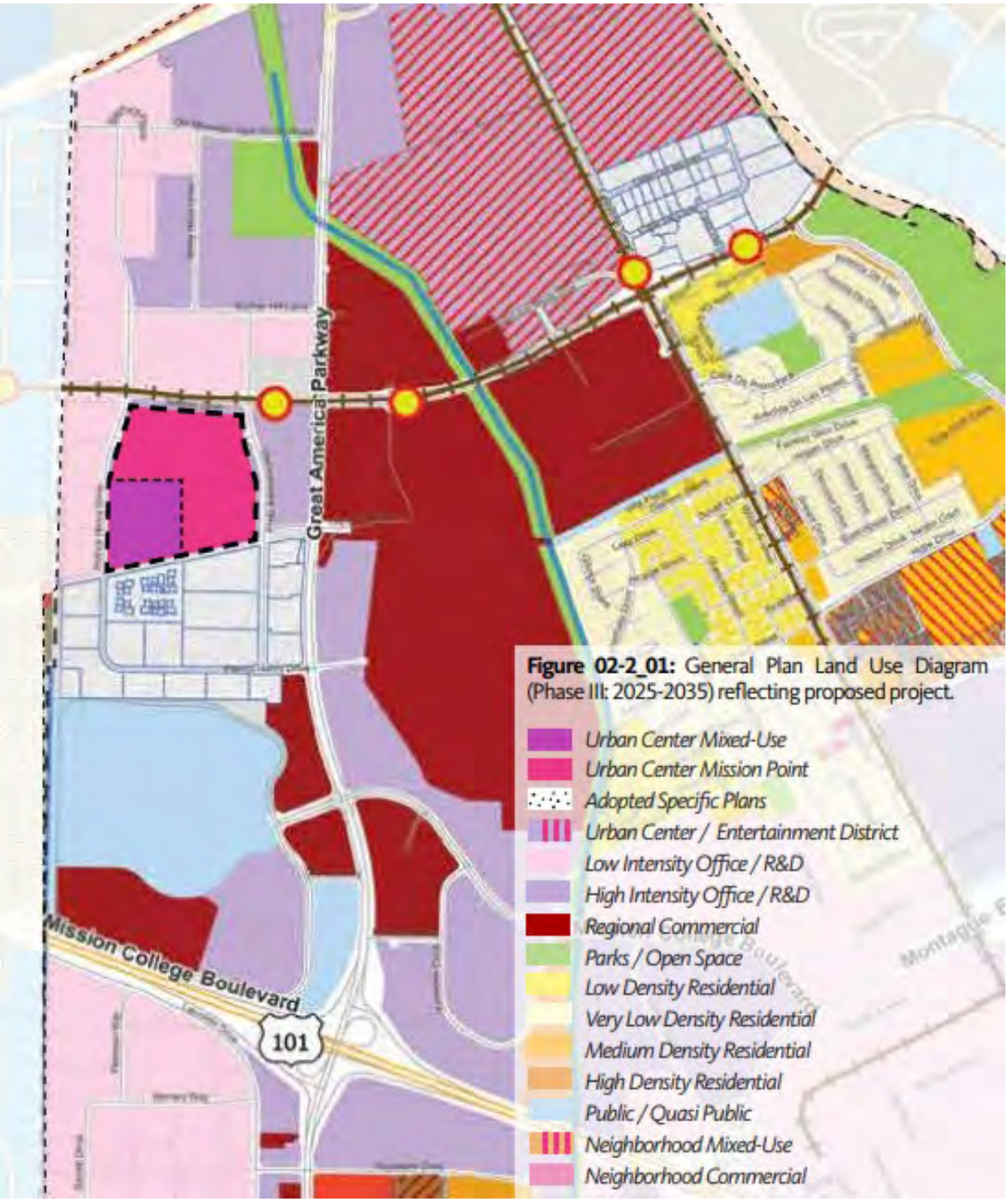

Figure 02-2_01: General Plan Land Use Diagram (Phase III: 2025-2035) reflecting proposed project.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA APPROVING A GENERAL PLAN AMENDMENT TO ESTABLISH TWO NEW LAND USE DESIGNATIONS, URBAN CENTER MIXED USE AND URBAN CENTER MISSION POINT, AND TO CHANGE THE LAND USE DESIGNATION FOR THE 48.6-ACRE KYLLI SITE TO THE NEW DESIGNATIONS, OPTION B

PLN2017-12924 (General Plan Amendment)

WHEREAS, on October 17, 2017, Kylli, Inc., through its wholly owned subsidiary, Innovations Common Owner, LLC ("Owner") made an application for a General Plan Amendment ("GPA") in connection with the redevelopment of a 48.6-acre site generally bounded by Tasman Drive, Patrick Henry Drive, Old Ironsides Drive, and the SFPUC Hetchy Hetchy Right of Way (APNs: 104-04-150, 104-04-142, 104-04-143, 104-04-151, 104-04-112, 104-04-113, 104-04-065, 104-04-111, 104-04-064), which is currently developed with four light industrial buildings and a parking lot ("Project Site");

WHEREAS, the Owner applied for a General Plan Amendment to establish two new General Plan land use designations of Urban Center Mixed Use, which would allow a residential maximum density up to 250 dwelling units per acre, and Urban Center Mission Point, which would require a minimum floor area ratio ("FAR") of 1.5.

WHEREAS, the Owner subsequently applied for a Planned Development Rezoning to redevelop the 48.6 acre site with up to 4,913,000 gross square feet of new development, including up to 1,800 units (approximately 1.8 million square feet of residential uses), up to 3 million square feet of office/research-and-development (R&D), approximately 100,000 square feet of retail, and approximately 10,000 square feet of childcare facilities; a Vesting Tentative Subdivision Map to subdivide the property into five lots with up to three parcels for future parkland dedication and potential residential and commercial condominium purposes and to vacate Democracy Way; and a Development Agreement (collectively, along with the GPA, the "Project");

WHEREAS, in conformance with the California Environmental Quality Act ("CEQA"), the

Environmental Impact Report ("EIR") prepared for the Project was noticed and circulated for a 45-day public review period from November 17, 2023 to January 2, 2024;

WHEREAS, in addition to the Project, the EIR studied the Reduced Office/Increased Housing Alternative, which assumed the development of 800 multi-family housing units in Area C (for a total of up to 2,600 housing units for the entire Project) instead of approximately 789,000 gsf of office/R&D space, but otherwise maintained all other land use and developments assumptions of the Project.

WHEREAS, the City prepared a Final Environmental Impact Report ("FEIR"), including Attachment 3 to the FEIR analyzing the Office/R&D – Residential Flex option for the Planned Development zoning, which would permit development of up to 800 additional residential units in Area C (for a total of 2,600 units for the Project), or a mix of residential and office/R&D uses in Area C, with a corresponding reduction in square footage of office/R&D uses and a proportional increase in deed-restricted affordable residential units in Area C ("Revised Project"), as shown in Exhibit "PD Development Plans: Revised Project" to Resolution No. _____;

WHEREAS, while considering the General Plan Amendment for the Project Site, the City Council reviewed and considered the information contained in the EIR for the Project, including the Reduced Office/Increased Housing Alternative and Attachment 3 to the FEIR analyzing potential environmental ramifications of the Revised Project;

WHEREAS, on November 6, 2024, the Planning Commission conducted a duly noticed public hearing to consider the proposed General Plan Amendment, at the conclusion of which, the Planning Commission voted to recommend approval to the City Council;

WHEREAS, notice of the November 19, 2024 public hearing on the proposed General Plan Amendment was published in the ***Santa Clara Weekly***, a newspaper of general circulation for the City, on November 6, 2024;

WHEREAS, on November 7, 2024, notices of the November 19, 2024 public hearing on the General Plan Amendment were mailed to all property owners within a quarter mile of the property,

according to the most recent Assessor's roll, and to all local agencies expected to provide essential facilities or services to the Project;

WHEREAS, on November 19, 2024, the City Council held a public hearing to consider the General Plan Amendment and related applications, at which time all interested persons were given an opportunity to provide testimony and the Council considered the information presented in the Staff Report, and all verbal and written evidence.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. General Plan Amendment Findings: that the City Council finds and determines that the General Plan Amendment is in the interest of the public good for the following reasons:

A. The proposed amendment is deemed to be in the public interest, in that:

The Project is located in an urbanized area served by existing infrastructure and municipal services. The Revised Project would contribute up to 2,600 units to the housing stock in proximity to a mixed use and transportation corridor with access to neighborhood and community commercial uses, support services, local and regional transit facilities, outdoor open space and recreation areas. The Revised Project would contribute to the City's housing stock and lessen the jobs/housing imbalance in support of the City's General Plan Land Use and Housing goals and policies. The Revised Project would implement project conditions of approval to avoid and reduce impacts of development.

B. The proposed General Plan Amendment for the Revised Project is consistent and compatible with the rest of the General Plan and any implementation programs that may be affected, in that:

The Revised Project would combine and redevelop underutilized industrial parcels to provide housing and commercial opportunities for the north Santa Clara Area, which support the City's Housing Goals and assist the City in achieving Regional Housing Needs Assessment targets

for production of affordable housing units as mandated by the State, and in accordance with the City's Affordable Housing ordinance.

C. The proposed amendment has been processed in accordance with the applicable provisions of the California Government Code and CEQA, in that:

An EIR was prepared for the Project and was noticed and circulated for a 45-day public review period from November 17, 2023 to January 2, 2024 to the public agencies which have jurisdiction by law with respect to the Project, as well as to other interested persons, organizations and agencies, and the City sought the comments of such persons, organizations and agencies. The City prepared and circulated written responses to the comments received during the Comment Period and included those responses in the FEIR, in accordance with CEQA. Attachment 3 to the FEIR analyzed the Revised Project and found it to be entirely within the scope of the Project and Reduced Office/Increased Housing Alternative analyzed in the EIR, and would not result in new significant or substantially increased environmental impacts.

D. The potential impacts of the proposed General Plan Amendment for the Revised Project have been assessed and have been determined not to be detrimental to the public health, safety, or welfare, in that:

A Mitigation Monitoring and Reporting Program has been prepared and adopted, and made conditions of approval for implementation with Revised Project development to reduce potentially significant impacts identified in the EIR to less than significant and no additional mitigation is required for the Revised Project.

3. That pursuant to Government Code Section 65354, the City Council hereby amends the General Plan by including two additional land use designations "Urban Center Mixed Use" and "Urban Center Mission Point" contained in Subsection 5.2.2 ("Land Use Classifications and Diagram") of Section 5.2 ("Land Use Diagram") of Chapter 5 ("Goals and Policies") to read as follows:

"**Urban Center Mixed Use**

The Urban Center Mixed Use designation is intended for pedestrian-oriented, high-intensity and very high-density mixed-use development in a transit-rich area. It permits high-rise commercial office and residential development (in either mixed-use or stand-alone buildings), subject to Federal Aviation Administration height restrictions; ground-level retail; and landscaped areas for employee and resident activities. Permitted uses include multi-family residential and co-living, office and R&D uses, light manufacturing, and retail and services that serve local employees, residents, and visitors. Parking is typically structured or below grade. The residential density range is 60 - 250 dwelling units per acre. Townhomes are only permitted as follows: (1) Townhomes designed and integrated as a part of a multi-family building in which additional multi-family units are included above the townhome units (entire building must achieve a minimum 60 du/ac); or, (2) Townhomes integrated as part of a multi-family building without additional multi-family units above, not to exceed 25% of the buildable land area for area C or D (must achieve a minimum of 60 du/ac in area D, and, if residential is constructed in area C, in area C). The following are prohibited: (1) standalone townhomes without additional multifamily units, (2) single-family detached units, and (3) duplexes.

Urban Center Mission Point

The Urban Center Mission Point designation is intended for pedestrian-oriented, high-intensity and very high-density nonresidential development in a transit-rich area. It permits high-rise commercial office development, subject to Federal Aviation Administration height restrictions; ground-level retail; and landscaped areas for employee and resident activities. Permitted uses include office and R&D uses, light manufacturing, and retail and services that serve local employees, residents, and visitors. Parking is typically structured or below grade. The minimum FAR is 1.5."

4. That the City Council hereby changes the land use designation for Areas "A" and "B" to the new Urban Center Mission Point land use designation, and Areas "C" and "D" to the new Urban Center Mixed Use land use designation, as depicted on the attached Land Use Diagram, attached hereto and incorporated herein by this reference.

5. That, based on the findings set forth in this Resolution and the evidence in the City Staff

Report and such other evidence as received at the public hearing on this matter the City Council approves the General Plan Amendment.

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6. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 19TH DAY OF NOVEMBER, 2024, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Land Use Diagram

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ATTACHMENT 1
LAND USE DIAGRAM

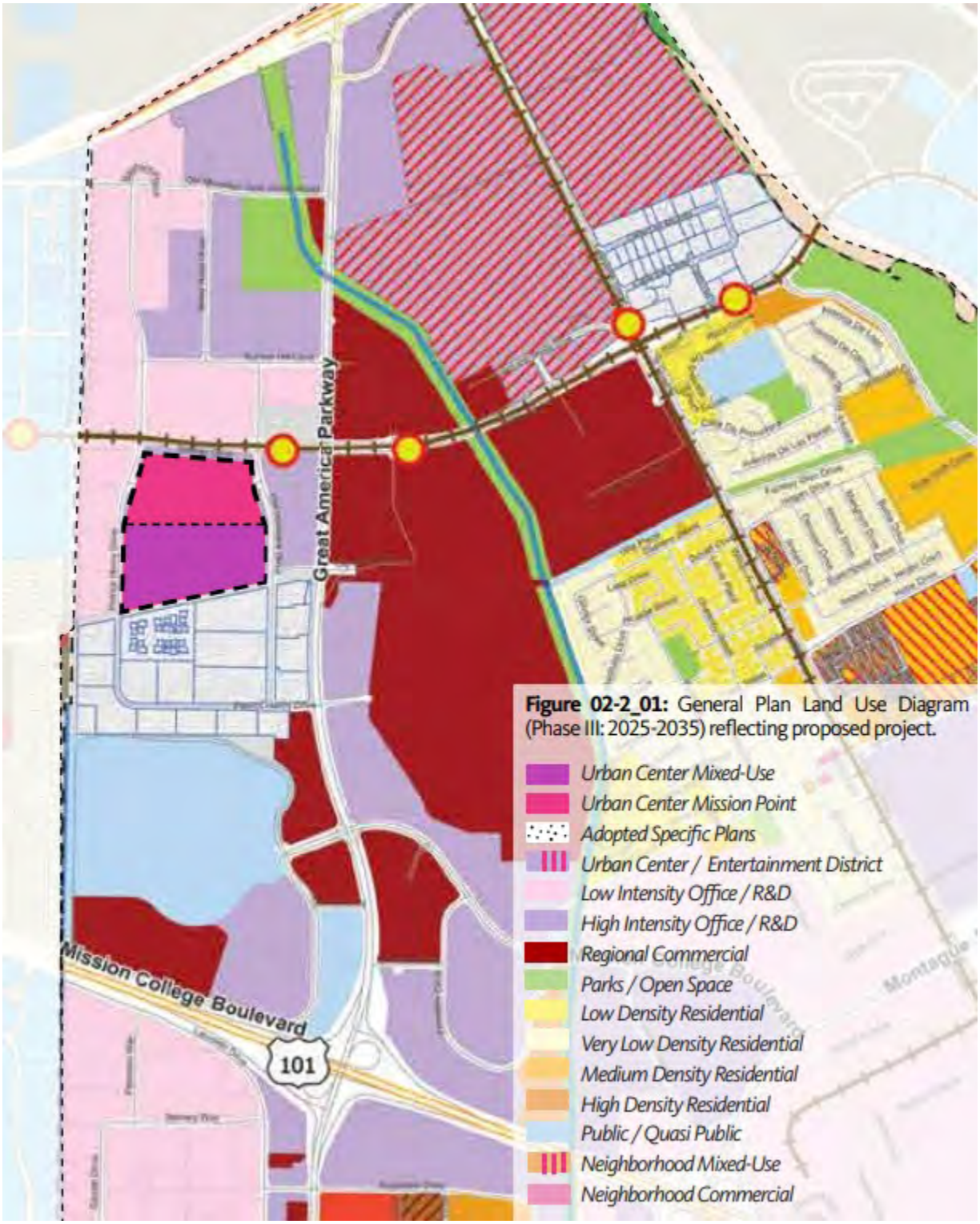

Figure 02-2_01: General Plan Land Use Diagram (Phase III: 2025-2035) reflecting proposed project.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA APPROVING A REZONING FROM HIGH-INTENSITY OFFICE/RESEARCH AND DEVELOPMENT (HO-RD) TO PLANNED DEVELOPMENT (PD) TO ALLOW A MIXED-USE DEVELOPMENT, OPTION A, LOCATED AT 4995 PATRICK HENRY DRIVE AND 3005 DEMOCRACY WAY, SANTA CLARA

PLN2018-13400 (Rezone)

WHEREAS, on October 17, 2017, Kylli, Inc., through its wholly-owned subsidiary Innovation Commons Owner, LLC ("Owner") made an application for a General Plan Amendment ("GPA") in connection with the redevelopment of a 48.6-acre site generally bounded by Tasman Drive, Patrick Henry Drive, Old Ironsides Drive, and the SFPUC Hetchy Hetchy Right of Way (APNs: 104-04-150, 104-04-142, 104-04-143, 104-04-151, 104-04-112, 104-04-113, 104-04-065, 104-04-111, 104-04-064), which is currently developed with four light industrial buildings and a parking lot ("Project Site");

WHEREAS, the Owner subsequently applied for a Planned Development ("PD") Rezoning to redevelop the 48.6 acre site with up to 4,913,000 gross square feet of new development, including up to 1,800 units (approximately 1.8 million square feet of residential uses), up to 3 million square feet of office/research-and-development ("R&D"), approximately 100,000 square feet of retail, and approximately 10,000 square feet of childcare facilities; a Vesting Tentative Subdivision Map to subdivide the property into five lots with up to three parcels for future parkland dedication and potential residential and commercial condominium purposes and to vacate Democracy Way; and a Development Agreement (collectively, along with the GPA, the "Project"), as shown on the Exhibit "PD Development Plans," attached hereto and incorporated herein by this reference;

WHEREAS, a rezone of the property to PD is required to allow creative development standards for site and building design, that are not otherwise allowed in standard zoning districts, to construct the proposed mixed-use development;

WHEREAS, in conformance with CEQA, the Environmental Impact Report ("EIR") prepared for the

Project was noticed and circulated for a 45-day public review period from November 17, 2023 to January 2, 2024;

WHEREAS, on November 6, 2024, the Planning Commission conducted a duly noticed public hearing to consider the proposed rezone, at the conclusion of which, the Planning Commission voted to recommend approval to the City Council;

WHEREAS, on November 7, 2024, notices of the November 19, 2024 public hearing were mailed to all property owners within one quarter-mile of the Project Site, according to the most recent assessor's roll;

WHEREAS, on November 6, 2024, notice of the November 19, 2024 public hearing was published in the ***Santa Clara Weekly***, a newspaper of general circulation for the City;

WHEREAS, on November 19, 2024, the City Council held a public hearing to consider the proposed rezoning and related applications, at which time all interested persons were given an opportunity to provide testimony and the Council considered the information presented in the Staff Report, and all verbal and written evidence.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. That the City Council hereby rezones the Project Site from High-Intensity Office/Research and Development ("HO-RD") to Planned Development ("PD") to allow the development of the Project, as shown on the attached PD Development Plans and conditioned as specified in the attached Conditions of Rezoning Approval, incorporated herein by this reference.

3. Pursuant to SCCC Section 18.142.040, the City Council determines that the following findings exist in support of the rezoning:

A. The existing zoning is inappropriate or inequitable, in that the existing zoning for the Project Site does not allow for mixed-use development. A PD zoning of the Project Site to allow mixed-use development would implement the General Plan's Land Use and Housing goals and

policies to provide housing in proximity to existing residential, neighborhood and community commercial uses, support services, local and regional transit facilities, outdoor open space and recreation areas.

B. The proposed zone change will conserve property values, protect or improve the existing character and stability of the area in question, and will promote the orderly and beneficial development of such area, in that the Project would redevelop underutilized industrial parcels to provide housing and commercial opportunities for the north Santa Clara Area, which support the City's Housing Goals and assist the City in achieving Regional Housing Needs Allocation ("RHNA") targets for production of affordable housing units as mandated by the State, and in accordance with the City's Affordable Housing ordinance.

C. The proposed zone change is required by public necessity, public convenience, or the general welfare of the City in that the proposed zone change would allow for high density mixed-use development, public parkland, private open space, and community use. Construction of the Project would contribute to the City's housing inventory and would assist in production of housing units to achieve RHNA targets as mandated by the State.

D. The proposed zone change would allow imaginative planning and design concepts to be utilized that would otherwise be restricted in other zoning districts, in that the proposed zone change would allow flexibility in the development standards such as increased building height and reduced building setbacks, in order to provide high density uses with private and rooftop common open space, and also provide community uses.

4. That based on the findings set forth in this resolution and the evidence in the City Staff Report, EIR and MMRP, the City Council hereby rezones the Project Site to allow redevelopment of the 48.6 acre site with up to 4,913,000 gross square feet of new development, including up to 1,800 units (approximately 1.8 million square feet of residential uses), up to three million square feet of office/research-and-development (R&D), approximately 100,000 square feet of retail, and approximately 10,000 square feet of childcare facilities, as shown on the attached PD Development

Plans for the Project and conditioned as specified in the attached Conditions of Rezoning Approval for the Project.

5. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 19TH DAY OF NOVEMBER, 2024, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Rezone Conditions of Approval
2. PD Development Plans

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Conditions of Planned Development Rezoning Approval (Option A – Project)

PLN2018-13400 / 4995 Patrick Henry Drive and 3005 Democracy Way

Project Description: Planned Development Rezoning Rezone to PD, and Architectural Review for the proposed Mission Point project including 3,000,000 sf of office, 100,000 sf of retail, 1,800 housing units (in Area D) on a 48-acre site.

GENERAL

G1. **Effective Date.** This Permit shall only become effective at such time as the General Plan Amendment, PD Zoning, and Development Agreement have been adopted by the Decision-making body and have taken effect.

G2. **Conformance with Plans.** Prior to the issuance of Building Permit, the development of the site and all associate improvements shall conform to the approved plans on file with the Community Development Department, Planning Division. No change to the plans will be made without prior review by the Planning Division through approval of a Minor Amendment or through an Architectural Review, at the discretion of the Director of Community Development or designee. Each change shall be identified and justified in writing.

G3. **Conditions on Plans.** All conditions of approval for this Permit shall be reprinted and included within the first three sheets of the building permit plan sets submitted for review and approval. At all times these conditions of approval shall be on all grading and construction plans kept on the project site.

G4. **Necessary Relocation of Public Facility.** If relocation of an existing public facility becomes necessary due to a conflict with the developer's new improvements, then the cost of said relocation shall be borne by the developer.

G5. **Indemnify and Hold Harmless.** The owner or designee agrees to defend and indemnify and hold City, its officers, agents, employees, officials and representatives free and harmless from and against any and all claims, losses, damages, attorney's fees, injuries, costs, and liabilities from any suit for damages or for equitable or injunctive relief which is filed by a third party against the City by reason of its approval of owner or designee's project.

G6. **Code Compliance.** The construction permit application drawings submitted to the Santa Clara Building Division shall include an overall California Building Code analysis; proposed use and occupancy of all spaces (CBC Ch. 3), all building heights and areas (CBC Ch. 5), all proposed types of construction (CBC Ch. 6), all proposed fire and smoke protection features, including all types of all fire rated penetrations proposed (CBC Ch. 7), all proposed interior finishes fire resistance (CBC Ch. 8), all fire protection systems proposed (CBC Ch. 9), and all means of egress proposed (CBC Ch. 10). Noncombustible exterior wall, floor, and roof finishes are strongly encouraged.

   a. During construction retaining a single company to install all fire related penetrations is highly recommended.

b. The grade level lobbies shall be minimum 1-hour rated all sides and above.
c. All stair shafts shall be minimum 1-hour rated.
d. All elevator shafts shall be minimum 1-hour rated.
e. All trash chute shafts shall be minimum 1-hour rated.
f. Recommendation: provide minimum two trash chutes; one for recyclables, one for trash, each trash chute to be routed down to a grade level trash collection room.
g. Any trash rooms shall be minimum 1-hour rated all sides and above.

G7. **Building Codes as Amended.** See Title 15 of the Santa Clara City Code for any amendments to the California Building Codes.

G8. **Reach Codes.** This project is subject to the provisions of the City of Santa Clara 2022 Reach Code, effective January 2022. See Ordinance No. 2034 and/or Title 15 of the Santa Clara City Code.

h. Chapter 15.36 – Energy Code for "all electric" provisions for new construction.
i. Chapter 15.38 – Green Building Code for additional Electric Vehicle Charging requirements for new construction.

G9. Comply with all applicable codes, regulations, ordinances and resolutions.

G10. The City encourages the Owner and any contractors or subcontractors working on the project to evaluate hiring local labor, hiring from or contributing to approved, accredited apprenticeship programs, increasing resources for labor compliance, and providing living wages during the development of this Project.

COMMUNITY DEVELOPMENT – PLANNING DIVISION
DESIGN / PERFORMANCE– PRIOR TO BUILDING PERMIT ISSUANCE

P1. **Roof Mounted Mechanical Equipment.** All roof mounted mechanical equipment shall be placed within a screened roof top enclosure depicted on the elevation drawings or located below the parapet level and shall not be visible from the ground at any distance from the building. Cross section roof drawings shall be provided at the building permit stage indicating the relative height of the screen wall or parapet. Minimum screen height or parapet depth shall be five feet or greater to match the height of any proposed equipment.

P2. **Tree Replacement (on-site).** Protected trees permitted by the City for removal shall be replaced on-site at a 2:1 ratio for 24-inch box trees, 4:1 for 15-gallon trees, or 1:1 for dead trees. (SCC 12.35.090).

P3. **Construction Management Plan.** The owner or designee shall submit a construction management plan addressing impacts to the public during construction activities including: showing work hours, noticing of affected businesses, construction signage, noise control, storm water pollution prevention, job trailer location, contractor parking, parking enforcement, truck hauling routes, staging, concrete pours, crane lifts, scaffolding, materials storage, pedestrian safety, and traffic control. The plan shall be submitted to the Director of Community Development or designee for approval prior to issuance of demolition and building permits.

DURING CONSTRUCTION

P4. **Construction Hours.** Construction activity shall be limited to the hours of 7:00 a.m. to 6:00 p.m. weekdays and 9:00 a.m. to 6:00 p.m. Saturdays for projects within 300 feet of a residential use and shall not be allowed on recognized State and Federal holidays. Construction activities occurring outside of the City's allowed construction hours would need to comply with the City's exterior noise limits per Section 9.10.040 of the City Code.

P5. **Construction Trash/Debris.** During construction activities, the owner or designee is responsible for collection and pick-up of all trash and debris on-site and adjacent public right-of-way.

P6. **Landscape Water Conservation.** The owner or designee shall ensure that landscaping installation meets City water conservation criteria in a manner acceptable to the Director of Community Development.

OPERATIONAL CONDITIONS

P7. **Landscaping Installation & Maintenance.** The owner or designee shall ensure that the landscaping installed and accepted with this project shall be maintained on the site as per the approved plans. Any alteration or modification to the landscaping shall not be permitted unless otherwise approved by the Director of Community Development.

P8. **Landscaping.** The owner or designee shall maintain the front yard landscaping between the house and sidewalk. New landscape areas of 500 square feet or more or rehabilitated landscape of 2,500 square feet or more shall conform to the California Department of Water Efficient Landscape Ordinance.

P9. **Transportation Demand Management (TDM) Program (Non-Residential Project).** The owner or designee shall implement the project TDM program that includes elements to reduce vehicle miles traveled (VMT) by 25 percent in the aggregate per the City's 2022 Climate Action Plan. A final TDM plan shall be submitted to the Director of Community Development or designee prior to Building Permit Final by the Planning Division. The property owner or designee shall monitor the project TDM program and submit an annual report to the Director of Community Development or designee. Monitoring and reporting requirements may be revised in the future if the minimum reduction is not achieved through the measures and programs initially implemented.

P10. **Transportation Demand Management (TDM) Program (Residential Project).** The owner or designee shall implement the project TDM program that includes elements to reduce vehicle miles traveled (VMT) by 20 percent with 10% through active TDM measures in the aggregate at full build out per the City's 2022 Climate Action Plan. A final TDM plan shall be submitted to the Director of Community Development or designee prior to Building Permit Final by the Planning Division. The property owner or designee shall monitor the project TDM program and submit an annual report to the Director of Community Development or designee. Monitoring and reporting requirements may be revised in the future if the minimum reduction is not achieved through the measures and programs initially implemented.

P11. **Transportation Management Association (TMA).** Within two years of the formation of a TMA for the North Santa Clara area (comprising neighborhoods north of Highway 101) led by property owners that are pursuing specific development proposals within the area, employers or other entities, join the TMA and pay a prorata share of TMA operational

costs. The main purpose of the TMA is to fund and operate the local shuttle service or micro-transit solution, and may help to implement, coordinate and manage VMT-reduction programs as determined appropriate by the TMA members, between multiple properties and lead information and marketing campaigns to support behavior change.

MITIGATION MEASURES

P12. **Mitigation Monitoring and Reporting Program.** The Mitigation Monitoring and Reporting Program (MMRP), prepared for this project in compliance with the California Environmental Quality Act (CEQA), shall be incorporated by reference as conditions of approval. The applicant shall comply with all specified mitigation measures in the timelines outlined in the project's MMRP.

COMMUNITY DEVELOPMENT - BUILDING DIVISION

DESIGN / PERFORMANCE– PRIOR TO BUILDING PERMIT ISSUANCE

BD1. **Addressing.** Prior to overall construction permit application, submit to the Santa Clara Building Division, 2 copies of an addressing diagram request, to be prepared by a licensed architect or engineer. The addressing diagram(s) shall include all proposed streets and all building floor plans. The addressing diagram(s) shall conform to Santa Clara City Manager Directive #5; Street Name and Building Number Changes, and Santa Clara Building Division Address Policy For Residential and Commercial Developments. The addressing diagram(s) shall indicate all unit numbers to be based off established streets, not alleys nor access-ways to garages. Allow a minimum of 10 working days for initial staff review. Please note city staff policy that existing site addresses typically are retired. Provide digital pdf printed from design software, not scanned from printed paper sheet.

a. Any building or structure that is demolished shall have its address retired and a new address/s shall be issued for the project.

BD2. **Flood Zone.** The construction permit application drawings submitted to the Santa Clara Building Division shall include a copy of the latest Federal Emergency Management Agency (FEMA) Flood Zone Map: https://msc.fema.gov/portal/home. The project drawings shall indicate how the project complies with the Santa Clara Flood Damage Prevention Code.

a. FEMA Flood Zone map designations and requirements are based on the map in effect at date of Building Permit issuance.

BD3. **Water Pollution Control.** The construction permit application drawings submitted to the Santa Clara Building Division shall include Santa Clara Valley Urban Runoff Pollution Prevention Program Low Impact Development (LID) practices http://www.scvurppp-w2k.com/nd_wp.shtml. All projects that disturb more than one acre, or projects that are part of a larger development that in total disturbs more than one acre, shall comply with the Santa Clara Valley Urban Runoff Pollution Prevention Program Best Management Practices (BMP): http://www.scvurppp-w2k.com/construction_bmp.shtml, and shall provide a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer (QSD). All site drainage and grading permit applications submitted to the Santa Clara Building Division shall include a city of Santa Clara "C3" data form, available on this web page:

- https://www.santaclaraca.gov/our-city/departments-g-z/public-works/environmental-programs/stormwater-pollution-prevention and will be routed to a contract consultant for review.

BD4. **Submittal Requirements.** The overall project construction permit application shall include the geotechnical, architectural, structural, energy, electrical, mechanical, and plumbing drawings and calculations. Prior to the issuance of the overall project construction permit, a conditions of approval review meeting must be held in city hall, which meeting must be attended by the on-site field superintendent(s). The meeting will not be held without the attendance of the on-site field superintendent(s). The on-site grading permit shall be a separate permit application to the Building Division.

DURING CONSTRUCTION

BD5. **Temporary Certificates of Occupancy.** Temporary Certificates of Occupancy (TCO) will not be routinely issued and will be considered on a very limited basis only when there is a clear and compelling reason for city staff to consider a TCO. A TCO will be approved only after all applicable City staff have approved in writing; Planning, P.W./ Engineering, Fire Prev., Santa Clara Water, Silicon Valley Power, and any other applicable agencies such as the Santa Clara County Health Dept., with the Building Division being the final approval of all TCO.'s.

COMMUNITY DEVELOPMENT - HOUSING DIVISION

H1. In accordance with the Santa Clara City Code chapter 17.40, this project is subject to the following affordable housing requirements and impact fee:

The requirement for the for-sale residential and rental residential development is as follows:

(a)Unless the City Council approves an alternate method of compliance pursuant to section (b) below, The Applicant shall provide not less than fifteen percent (15%) of the proposed units to affordable households made available at affordable housing cost or affordable rent to extremely low, very low, low and/or moderate-income households so long as the distribution of affordable units averages to a maximum of 100 percent Area Median Income. Prior to issuance of Building Permits, the Developer shall enter into an Affordable Housing Agreement (AHA) with the City that will determine the affordable rents and apply all terms and covenants guaranteeing the prescribed affordability, to the satisfaction of the Director of Community Development. There will be a fee for the AHA preparation in the amount of $5,868 rental development and $4,205 for for-sale development, that will be due prior to execution of the AHA. Additionally, there is an annual monitoring fee per affordable rental unit in the amount $127.

Payment of an Impact Fee for nonresidential development based on the square footage of the proposed project. The current impact fees for an Office building greater than 20,000 square foot shall have an impact fee of $28.79 per sf and Retail shall have an impact fee of $7.20 per sf.

Please note all fees are based on the current Municipal Fee Schedule in effect at the time the project is approved and must be paid prior to the issuance of the occupancy certificate of the building.

(b)In the alternative, the City Council may, in its sole discretion, authorize the Applicant to utilize an alternate means of compliance pursuant to SCCC § 17.40.080(g) through the execution of a development agreement. In order to utilize such an alternative, such Development Agreement must be fully executed prior to issuance of Building Permits. If no Development Agreement has been executed at the time Building Permits are issued, then section (a) above shall apply.

FIRE DEPARTMENT

DESIGN / PERFORMANCE—PRIOR TO BUILDING PERMIT ISSUANCE

F1. **Hazmat Clearance.** Prior to any Building Permit issuance, Hazardous Materials Closure (HMCP) is required as applicable: This is a permit is issued by the Santa Clara Fire Department, Fire Prevention & Hazardous Materials Division. Hazardous materials closure plans are required for businesses that used, handled or stored hazardous materials. While required prior to closing a business this is not always done by the business owner, and therefore should be part of the developer's due diligence. The hazardous materials closure plans demonstrate that hazardous materials which were stored, dispensed, handled or used in the facility/business are safely transported, disposed of or reused in a manner that eliminates any threat to public health and environment.

F2. **Hazmat Clearance.** Prior to any Building Permit Issuance, a Phase II environmental assessment is required to be submitted to CRRD for review. If hazards are present that require site mitigation, cleanup, or management of chemical contaminants in soil, soil vapor, or groundwater a separate permit from one of the regulatory agencies below will be required. The type and extent of contamination on site(s) will govern which of the regulatory agencies noted below can supervise the cleanup: Department of Toxic Substances Control (DTSC); State Water Resources Control Board; or Santa Clara County, Department of Environmental Health.

If the project intends to contract with a State or County Agency for onsite/offsite environmental remediation activities the following documentation shall be provided to the Fire Prevention & Hazardous Materials Division prior to issuance of a Building Permit for demolition or grading: Oversight agency case number; and Oversight mangers contact name, phone number.

For smaller projects that are not moving soil at all, a Phase I environmental assessment may be adequate. Please contact Assistant Fire Marshal Fred Chun at fchun@santaclaraca.gov for more information.

F3. **Fire Flow Requirement.** Prior to Building Permit Issuance, provide documentation from the City of Santa Clara Water & Sewer Department that the minimum required fire-flow

can be met. Fire Department fire-flow will be based on the current California Fire Code and local ordinance. The most restrictive departments requirement shall apply.

F4. **Fire Hydrants.** Prior to Building Permit Issuance, building plans shall show the required number, location and distribution of fire hydrants for the buildings will be based on the current California Fire Code, Appendix C as amended. The required number of fire hydrants will be based on the fire-flow before the reduction for fire sprinklers. Both public and private fire hydrants may be required.

F5. **Fire Department Access.** Prior to Building Permit Issuance, a five-foot all-weather perimeter pathway around the entire perimeter of the buildings to facilitate firefighter access is required to be incorporated into the Building permit submittal.

F6. Fire Department Access. Prior to the issuance of the Building Permit, approval for fire department apparatus access roads is required. Roadways must be provided to comply with all the following requirements:

F7. Fire apparatus access roadways shall be provided so that the exterior walls of the first story of the buildings are located not more than 150 feet from fire apparatus access as measured by an approved route around the exterior of each building. In addition, aerial apparatus roadways must be located so aerial apparatus will have clear access to the "entire" face/sides of the building. The minimum number of sides is project-specific and depends on the building configuration, building design, occupancy, and construction type, etc. As part of Building Permit Issuance, an alternative materials, design, and methods of construction and equipment permit application will need to be submitted for review and approval incorporating applicable mitigation measures as determined by the fire department for the lack of compliance. Please note acceptable mitigation methods may have been discussed during the planning stage. Those mitigations are not guaranteed until a formal alternate means permit is submitted concurrently with the Building Plans. Conversely, an acceptable mitigation method may not have been discussed and will be evaluated under an alternate means permit at the building permit stage.

- For underpasses, garages, gates, or anything similar that a Fire apparatus is required to drive under as part of the emergency vehicle access, 16 feet vertical clearance will be required. For all other areas, the "minimum" unobstructed vertical clearance shall not be less than 13 feet 6 inches.

<u>or</u>

- For all other areas, the "minimum" unobstructed vertical clearance shall not be less than 13 feet 6 inches.
- The "minimum" width of aerial roadways for aerial apparatus is 26 feet.
- The minimum inside turning radius shall be 30 feet.
- The "minimum" width of roadways for aerial apparatus is 26 feet. Aerial access roadways shall be located a minimum of 15 feet and a maximum of 30 feet from

the protected building. This requirement is only applicable when Appendix D of the Fire Code is enforceable.

- Overhead utility and power lines easements shall not be located over fire apparatus access roads or between the aerial fire apparatus roads and the buildings to avoid the possibility of injury and equipment damage from electrical hazards.

- Fire apparatus access roadways shall be all-weather surface(s) designed to support a gross vehicle weight of 75,000-pounds.

- Trees at full development must not exceed 30 feet in height and not impair aerials apparatus operations to sweep opposing sides of a building. Other obstructions such as site lighting, bio-retention, and architectural features are reviewed case-by-case to ensure they do not obstruct aerial and ground ladder access.

- Traffic control/calming devices are not permitted on any designated fire access roadway unless approved. A separate Fire Department permit is required for any barrier devices installed alone fire department apparatus access roads.

Prior to any Building Department Issuance, all fire department apparatus access roadways on private property are required to "be recorded" with the County of Santa Clara as Emergency Vehicle Access Easements (EVAE's) and reviewed by the Fire Department. No other instruments will be considered as substitutions such as P.U.E, Ingress/Egress easements and/or City Right-of-Ways.

F8. **Emergency Responder Radio Coverage System.** Prior to Building Permit Issuance, provisions shall be made for Emergency Responder Radio Coverage System (ERRCS) equipment, including but not limited to pathway survivability in accordance with Santa Clara Emergency Responder Radio Coverage System Standard.

F9. **Fire Department Access.** Prior to the start of construction, roadways and water supplies for fire protection are required to be installed and made serviceable and maintained throughout the course of construction.

F10. **Fire Department Access.** Prior to issuance of the Building Permit, a gate permit is required to obtained. Openings for access gates located across fire apparatus access roads shall be a minimum of 20 feet of clear width. Gates shall also be provided with a minimum unobstructed vertical clearance of 16-feet. All gates installed on designated fire department access roads must be electrically automatic powered gates. Gates shall be provided with an emergency power or be of a fail-safe design, allowing the gate to be pushed open without the use of special knowledge or equipment. A Tomar Strobe Switch or 3M Opticom detector shall be installed to control the automatic gate(s) to allow emergency vehicles (e.g., fire, police, ems). Said device shall be mounted at a minimum height of eight to ten feet (8' - 10') above grade.

F11. **Alternative Means and Methods.** Prior to any Building Permit issuance, an alternate means or methods permits to mitigate any code deficiency must be submitted and approved. Please submit this permit concurrently with the building plans. Please note

specific mitigations may have been discussed during the planning process. None of these discussions are binding and can only be formally approved through submitting an AMMR permit. The AMMR permit is formally documenting that and still needs to be submitted.

F12. **Hazmat Information.** Prior to Building Permit Issuance, a Hazardous Materials Inventory Statement including refrigerants is required to be submitted and reviewed with the Building Permit if applicable.

F13. **Fire Safety During Construction and Phased Occupancy.** Prior to Building Permit Issuance, a permit for Construction Safety & Demolition shall be submitted to the fire department for review and approval in compliance with our Construction Safety & Demolition standard. Any phased occupancy will require a separate fire department permit.

DURING CONSTRUCTION

F14. **Shared Fire Protection Features that Cross Property Lines.** Prior to Building Permit Final, any EVAEs or fire protection equipment (including but not limited to fire service undergrounds, sprinkler piping, fire alarm equipment, fire pumps, ERRCS) that cross property lines or is not located on the parcel of the building it serves shall have a CC&R legally recorded detailing who is responsible for maintenance and repair of the EVAE or fire protection equipment.

F15. **Fire Protection Systems Before Occupancy.** Prior to any Certificate of Occupancy Issuance (temporary or permanent), fire-life safety systems installations must be fully installed, functional, and approved.

PARKS & RECREATION DEPARTMENT

PR1. This Project is a subdivision, and the Quimby Act provisions will apply. The project will generate an estimated 4,320 residents (2.4 persons/household x 1800 units). Based on the Quimby standard of 3.0 acres/1000 residents, the amount of public parkland required for this Project to mitigate the impact of the new resident demand is approximately 12.96-acres. The equivalent fee due in lieu of parkland dedication is $86,092,200.

PR2. Stormwater management for public parks and privately owned areas shall be separate and distinct– public areas shall not be used for private requirements and private areas shall not be used for public requirements.

PR3. Any in lieu fees imposed under this Chapter shall be due and payable to the City prior to issuance of a building permit for each dwelling unit.

PR4. Final calculations will depend upon the actual number and type of units and the mix of parkland dedicated and remaining fee due, at the discretion of the City.

PR5. Developer to present updated conceptual park plans at a future Parks & Recreation Commission (PRC) meeting for Commission and community input on the updated proposed park plan. Park plans as proposed are a conceptual plan.

PR6. The final Commission recommended, and Council approved, public park design will require review and approval of park construction plans by all City departments through the City's online permitting portal (Accela). A separate permit will be issued for the park construction.

PR7. Developer to enter into a Park Improvement Agreement with the City which will be submitted to Council for approval and then recorded with the County before park construction begins.

PR8. Developer to enter into a Park Maintenance Agreement with the City which will be submitted to Council for approval and then recorded with the County before park construction begins. Developer to maintain public parkland in perpetuity is the preferred method for park maintenance.

PR9. The park shall be dedicated to City in fee title and should be free of all encumbrances.

PR10. When the park construction is completed, developer to provide City with GIS/Enterprise Asset Management System (EAMS) data (CAD file) for the public park. The base map and design elements/assets should meet the City data dictionary definitions for each asset.

PR11. There should be a minimum 10-foot set-back between the public park and the private buildings. The public will need access to the private buildings without walking through the public park. The access and outdoor space for the private building shall not be included in the calculation for the public park and shall not be within the public park parcel.

PR12. The public park must be programmed and constructed to the "Park Amenity & Design Standards" and City standards.

PR13. Follow City guidelines to service domestic water, recycled water, and electricity for the public park – lines should not cross between the public park and the private development.

PR14. Flood zone/FEMA designation information shall be taken into consideration with the design of the public parkland.

PR15. Reduce the pedestrian network areas crossing through the park – less hardscape and more area for recreation.

PR16. There is a distinction between open space and public parkland – these separate and distinct areas should be identified on the plan sheets with the correct labels.

PR17. Application for Private Recreation Amenity Credit.

a. According to City Code Section 17.35.070, a developer may submit a written request with the project application for a credit against the amount of parkland dedication or the amount of the in-lieu fee thereof.
b. Eligible on-site private park and recreation amenities shall be dedicated to Active Recreational Uses provided all requirements of Chapter 17.35 are met and provided such amenities are found to be in the public interest.

PR18. All residents shall have access to all amenities and all podium courtyards. If something else is intended, notify this Department to check for any effect on calculations.

PR19. The children's play area, for the public park and for the private amenity area, shall have separate areas serving ages 2-5 and 6-12 that include the six + one elements of play (climbing, balancing, spinning, brachiating, swinging, sliding, and running/free play/imagination) – see sample table below that will need to be submitted with park design plans. Equipment for one age group should be adjacent to the equipment for the other age group.

Park Playground

Elements of Play	Ages 2-5	Level of Play	*Proposed Capacity	Ages 6-12	Level of Play	*Proposed Capacity	Total Capacity
Balancing	2	B=1 I=1 A=0	9	2	B=0 I=1 A=1	15	24
Sliding	3	B=2 I=1 A=0	7	1	B=0 I=0 A=1	3	10
Brachiating	1	B=0 I=0 A=1	3	1	B=0 I=1 A=0	3	6
Spinning	0	B=0 I=0 A=0	0	1	B=0 I=1 A=0	5	5
Climbing	6	B=3 I=2 A=1	18	7	B=2 I=3 A=2	25	43
Swinging	2	B=2 I=0 A=0	2	2	B=2 I=0 A=0	2	4
Running/Free Play	2	N/A	21	4	N/A	22	43
Total:	16		60	18		75	135
Inclusive Play Elements	7	B=3 I=4 A=0	16	3	B=1 I=2 A=0	15	31

Level of Play:
B: Beginner I: Intermediate A: Advanced

PR20. Applicant to provide plan sheets with details on any proposed public parkland and private, on-site recreational amenity areas. Include an itemized list in a table format of what is contained in each area (i.e., number of BBQ grills, number of tables, description of the proposed agricultural and medicinal planting, required setbacks, etc.). Sample table shown here is to be used as an example and is not to be considered all inclusive:

SPACE/LOCATION	ELEMENT LISTED IN CITY CODE	TOTAL AREA – SQUARE FEET
Recreation Rm – 1st Floor	Element #8	xxx square feet
Roof Deck Community Garden	Element #4	xxx square feet - excludes x sq. ft. for 4 ft. perimeter setback
Family Picnic Area – 8th Floor	Element #5	000 square feet – excludes x sq. ft. for 4 ft. perimeter setback
Sport Court – ground floor	Element #6	xxx square feet

PR21. Dwelling Unit Tax. According to City Code Chapter 3.15, a dwelling unit tax is also due based upon the number of units and additional bedrooms. The unit mix is required to calculate the amount due.

PR22. Calculations may change if the number of units change, if any areas do not conform to the Ordinance and City Code Chapter 17.35, and/or if the fee schedule for new residential development fees due in lieu of parkland dedication changes before this Project is deemed complete by Planning.

POLICE DEPARTMENT

None.

PUBLIC WORKS DEPARTMENT - ENGINEERING

DESIGN—PRIOR TO BUILDING PERMIT ISSUANCE

E1. **Site Clearance.** Obtain site clearance through Public Works Department prior to issuance of Building Permit. Site clearance will require payment of applicable development fees. Other requirements may be identified for compliance during the site clearance process. Contact Public Works Department at (408) 615-3000 for further information.

E2. **Site Clearance.** The sanitary sewer (SS) discharge information (i.e., building use, square footage, point of connection to the public system, and 24-hour average and peak SS flow graphs for the peak day, showing average daily and peak daily SS flows) submitted by the developer was added to the City's Sanitary Sewer Hydraulic Model (SSHM) to determine if there is enough SS conveyance capacity in the SS trunk system to accommodate the proposed development. The SSHM output indicates that there should be enough SS conveyance capacity to accommodate the proposed development. The SSHM output may change based on pending development applications and future projects. The SSHM output does not guarantee or in any way reserve or hold SS conveyance capacity until developer has Final Approval for the project. For purposes of this condition, "Final Approval" shall mean the final vote of the City Council necessary for all entitlements to be approved, unless a legal challenge is brought to the Council decisions, in which case the Final Approval shall mean the final disposition of the legal challenge.

E3. **Easement.** Obtain City Council approval of a resolution ordering vacation of existing public easement(s), including the vacation of Democracy Way, proposed to be abandoned, if any, through Public Works Department, and pay all appropriate fees, prior to start of construction. Vacation of Democracy Way is subject to the sale of the City's easement rights as detailed in the Project's Development Agreement.

E4. **Subdivision Map.** After City Council approval of the Tentative Map, submit the Subdivision Map, prepared by a Licensed Land Surveyor or a Registered Civil Engineer with Land Surveyor privileges to the Engineering Department. The submittal shall include a title report, closure calculations, and all appropriate fees.

E5. **Encroachment Permit.** Developer shall complete the relocation of utilities within Democracy Way prior to City Council approval of a resolution ordering the vacation of Democracy Way street right-of-way and prior to recordation of the Final Map.

E6. **Subdivision Map.** If and when required per SVP requirements, pay appropriate fee through Public Works Department to initiate the processing of a Grant Deed or easement document, per SVP requirements, for dedication of electric substation to the City.

E7. **Site Clearance.** Applicant shall pay fair share fees as identified in the TIA.

DURING CONSTRUCTION

E8. **Encroachment Permit.** All work within the public right-of-way and/or public easement, which is to be performed by the Developer/Owner, the general contractor, and all subcontractors shall be submitted within a Single Encroachment Permit to be reviewed and issued by the City Public Works Department. Issuance of the Encroachment Permit and payment of all appropriate fees shall be completed prior to commencement of work, and all work under the permit shall be completed prior to issuance of occupancy permit.

E9. **Encroachment Permit.** Submit public improvement/encroachment permit plans prepared in accordance with City Public Works Department procedures which provide for the installation of public improvements directly to the Public Works Department. Plans shall be prepared by a Registered Civil Engineer and approved by the City Engineer prior to approval and recordation of final map and/or issuance of building permits.

E10. **Encroachment Permit.** Coordinate construction of utilities near Old Glory Lane and Old Ironsides Drive with developer(s) in the Patrick Henry Drive Specific Plan if construction timelines coincide.

E11. **Encroachment Permit.** Route sanitary sewer discharge to avoid Tasman lift station. Utilize existing sewer main at Old Glory Lane and Old Ironsides Drive.

E12. **Encroachment Permit.** Existing non-standard or non-ADA compliant frontage improvements shall be replaced with current City standard frontage improvements as directed by the City Engineer or his designee.

E13. **Encroachment Permit.** Damaged curb, gutter, and sidewalk within the public right-of-way along property's frontage shall be repaired or replaced (to the nearest score mark) in a manner acceptable to the City Engineer or his designee. The extents of said repair or replacement within the property frontage shall be at the discretion of the City Engineer or his designee.

E14. **Encroachment Permit.** Owner or designee shall provide a complete storm drain study for the 10-year and 100-year storm events. The grading plans shall include the overland release for the 100-year storm event and any localized flooding areas. System improvements, if needed, will be at developer's expense.

E15. **Encroachment Permit.** Sanitary sewer and storm drain mains and laterals shall be outside the drip line of mature trees or ten (10) feet clear of the tree trunk, whichever is greater, to the satisfaction of the City Engineer.

E16. **Encroachment Permit.** Provide root barriers when the drip line of the mature trees covers the sidewalk. Root barriers for sidewalk protection shall be 16' long or extend to drip line of the mature tree, whichever is greater, and be 1.5' deep, and centered on trees. Root barriers for curb and gutter protection shall be 16' long or extend to drip line of the mature tree, whichever is greater, and be 2' deep, and centered on trees.

E17. **Encroachment Permit.** For proposed sanitary sewer laterals 8" and greater, connect to existing manholes. For proposed 6" sanitary sewer laterals, use "Tap-Tite" connections. Property line manholes/clean-outs are required.

E18. **Encroachment Permit.** Existing streetlights shall be clear of proposed sidewalk, developer shall relocate as necessary.

E19. **Encroachment Permit.** Maintain required vertical height clearance from top of pavement to bottom of skybridge per Santa Clara Fire Department.

E20. **Easement.** Dedicate required on-site easements per phase for any new public utilities, and/or emergency vehicle access by means of subdivision map or approved instrument prior to request for certificate of occupancy.

E21. **Easement.** Dedicate sidewalk easements along the project frontage where public sidewalks extend into private property. Sidewalk easements are to be 1' behind proposed back of walk where there is landscaping behind sidewalk. Sidewalk easement where hardscape is behind sidewalk is to be at back-of-walk. Cold joint is required between public sidewalk and private hardscape.

E22. **Agreement.** Execute easement/right-of-way encroachment agreement for proposed private utilities within public easements/right-of-way. Record release of interest for easement/right-of-way encroachment agreements when no longer needed.

E23. **Agreement.** Execute release of interest for public right-of-way encroachment agreements and remove PVC conduits crossing Democracy Way (SC 15,643) and Patrick Henry Drive (SC 15,727).

E24. **Agreement.** If requested, owner or designee shall prepare and submit for City approval a maintenance plan for all sidewalk, curb and gutter, landscaping and irrigation system improvements installed within the public right-of-way prior to encroachment permit issuance. Such plan shall include at a minimum, maintenance requirements for trees and shrubs, in acknowledgement of developer's/property owner's obligation under Chapter 12.30 and 17.15.

E25. **Encroachment Permit.** Pavement treatment for portions of roadway frontage with proposed utility work prior to parcel development construction shall be slurry sealed with digouts in the interim. Final pavement treatment shall be per condition E26 below.

E26. **Encroachment Permit.** In conjunction with installation of off-site improvements, the entire width of Old Ironsides Drive and Patrick Henry Drive, and half width of Tasman Drive shall be 2" grind and overlay with dig outs.

E27. **Encroachment Permit.** Applicant is required to implement all recommendations as identified in the TIA.

E28. **Encroachment Permit.** Replace all street signs and curb markings along the project frontage.

E29. **Encroachment Permit.** Implement Pedestrian Master Plan Policy 2.A.3, 2.A.4, and 2.C.3: At the Tasman/Patrick Henry intersection, modify traffic signal by replacing existing Type 1 poles with Type 15TS poles (northwest, southeast, and southwest corners) and reduce curb radius on southeast corner of the intersection to 25' or mutually agreed upon radius to support turning movements (SE corner of the intersection is part of Kylli's project frontage). Modify intersection striping to install setback stop lines on all approaches.

E30. **Encroachment Permit.** Implement Pedestrian Master Plan Policy 2.A.3, 2.A.4, and 2.C.3: At the Tasman/Old Ironsides intersection, modify traffic signal by: replacing existing Type 1 pole with Type 15TS pole (northwest, southeast, northeast, and southwest corners) and reduce curb radius on southwest corner of the intersection to 25' or mutually agreed upon radius to support turning movements (SW corner of the intersection is part of Kylli's project frontage).Modify intersection striping to install setback stop lines on all approaches.

E31. **Encroachment Permit.** Implement Pedestrian Master Plan Policy 2.A.3, 2.A.4, and 2.C.3: Upon approval by SFPUC, at the Great America/Old Glory intersection, modify traffic

signal at southwest corner by replacing existing Type 1 pole with Type 15TS pole. Should SFPUC not approve any work within the southwest corner of the intersection, an equivalent improvement shall be provided to the City to the satisfaction of the City Engineer. In seeking SFPUC approval, the City will cooperate with the applicant to submit and process any SFPUC application for this work. The applicant will make commercially reasonable efforts to obtain SFPUC approval, but if the process takes more than a year from application submittal, applicant and City will meet and confer to determine the likelihood of success in the City Engineer's reasonable discretion.

E32. **Encroachment Permit.** Design and construct minimum 5-foot sidewalks along Patrick Henry Drive, Tasman Drive, and Old Ironsides Drive.

E33. **Encroachment Permit.** Install bike friendly storm drain inlet grates on Patrick Henry Drive, Tasman Drive, and Old Ironsides Drive.

E34. **Encroachment Permit.** All new driveways shall use City Standard Detail ST-8.

E35. **Encroachment Permit.** All new intersections shall construction curb returns with minimum 25-foot curb radius and Case A curb ramp per Caltrans Standard Plan A88A per Pedestrian Master Plan Policy 2.A.4.

E36. **Encroachment Permit.** Provide lighting on private roads to meet or exceed latest American National Standard Institute (ANSI)/Illuminating Engineering Society (IES) standards per the Pedestrian Master Plan.

E37. **Encroachment Permit.** All new driveways and intersections must comply with City's driveway triangle of safety requirements per City Standard Detail TR-9

E38. **Encroachment Permit.** On-street parking shall not be counted toward on-site parking requirements.

E39. **Encroachment Permit.** Applicant shall implement any improvements identified by VTA related to existing bus stops at three existing bus stops along the project frontage on Tasman Drive, Old Ironsides Drive, and Patrick Henry Drive.

E40. **Encroachment Permit.** Unused driveways in the public right-of-way shall be replaced with City standard curb, gutter, and sidewalk.

E41. **Encroachment Permit.** All traffic striping, messages and symbols shall be thermoplastic.

E42. **Encroachment Permit.** The project shall construct a 30-foot multi-purpose trail on the southern boundary of the project site between Patrick Henry Drive and Old Ironsides Drive. The trail shall include an approximately 12-foot landscape area on the north side of the trail. The trail shall include a 16-foot paved pathway with 2-foot shoulders. The trail shall include pedestrian-scale lighting to meet or exceed latest American National Standard Institute (ANSI)/Illuminating Engineering Society (IES) standards per the Pedestrian Master Plan.

E43. **Encroachment Permit.** On the east side of Patrick Henry Drive, between the future on-site multi-purpose trail and the future crosswalk and beacon on Patrick Henry Dive identified in the Patrick Henry Drive Specific Plan, construct an approximately 10-foot wide multi-purpose trail connection. Any deviation from the design shall be subject to approval by City Engineer. Should SFPUC not approve any work within Hetch-Hetchy right of way, applicant shall be responsible for constructing reasonable equivalent improvements in coordination with the City, to the satisfaction of the City Engineer. In seeking SFPUC approval, the City will cooperate with the applicant to submit and process any SFPUC

application for this work. The applicant will make commercially reasonable efforts to obtain SFPUC approval, but if the process takes more than a year from application submittal, applicant and City will meet and confer to determine the likelihood of success in the City Engineer's reasonable discretion. The cost of these improvements (including the actual and reasonable costs to process SFPUC approval) will be credited towards traffic fair share line item #25, "Hetch Hetchy trail (between Guadalupe River Pkwy & Great America Pkwy & between Patrick Henry Dr & Calabazas Creek Trail)".

E44. **Encroachment Permit.** Upon approval by SFPUC, on Old Glory Lane, between Old Ironsides Drive and Great America Parkway, construct an approximately 16-foot wide multi-purpose trail on the south side of the roadway on City right-of-way to connect the new multi-purpose trail on Kylli development to Great America Parkway. Any deviation from the design shall be subject to approval by City Engineer. The center median must be removed and reconstructed. Should SFPUC not approve any work within Hetch-Hetchy right of way, applicant shall be responsible for constructing equivalent improvements in coordination with the City, to the satisfaction of the City Engineer. In seeking SFPUC approval, the City will cooperate with the applicant to submit and process any SFPUC application for this work. The applicant will make commercially reasonable efforts to obtain SFPUC approval, but if the process takes more than a year from application submittal, applicant and City will meet and confer to determine the likelihood of success in the City Engineer's reasonable discretion. The cost of these improvements (including the actual and reasonable costs to process SFPUC approval) will be credited towards traffic fair share line item #25, "Hetch Hetchy trail (between Guadalupe River Pkwy & Great America Pkwy & between Patrick Henry Dr & Calabazas Creek Trail)".

E45. **Encroachment Permit.** On Tasman Drive, between City limits and Great America Parkway, restripe each direction of travel to include a minimum of a 5-foot Class II bike lane and two 11-foot vehicle lanes, any deviations subject to approval by City Engineer.

E46. **Encroachment Permit.** On Patrick Henry Drive, between Tasman Drive and the Patrick Henry Specific Plan boundary, construct a protected Class IV bike lane with bollards with two 8-foot bike lanes, two 10-foot vehicle lanes, and a 12-foot center two-way left turn lane to match the cross section within the approved Patrick Henry Drive Specific Plan. Any deviations to be approved by City Engineer.

E47. **Encroachment Permit.** On Old Ironsides Drive, between Tasman Drive and Old Glory Lane, construct a parking protected Class IV bike lane with two 8-foot bike lanes, two 10-foot vehicle lanes, and a 12-foot center two-way left turn lane to match the cross section within the approved Patrick Henry Drive Specific Plan. Any deviations to be approved by City Engineer.

E48. **Encroachment Permit.** Residential and Non-residential Class I bicycle parking spaces and Class II bicycle parking spaces shall be provided per the requirements in the adopted Santa Clara Zoning Code Update. Bicycle parking, as defined in Santa Clara Municipal Code 18.74.075, shall be conveniently accessible from the street, within 200 feet of a building entrance and/or highly visible area.

STREETS DIVISION

General Condition: The Streets Division deems the Rezone and General Plan Amendment complete, however, the Streets Division will need to review and approve the architectural review for these individual projects to ensure that they meet right-of-way landscape, solid waste and stormwater requirements. The plans provided for the rezone and GPA only included overall conceptual plans, which is not enough detail for Streets to provide an appropriate review.

Right of Way Landscape

DESIGN/PERFORMANCE PRIOR TO ISSUANCE OF BUILDING PERMIT

L1. Include City of Santa Clara Tree Preservation/City Arborist specifications on all improvement plans.

L2. Identify existing mature trees to be maintained. Prepare a tree protection plans for review and approval by the City prior to any demolition, grading or other earthwork in the vicinity of existing trees on the site.

L3. 2:1 tree replacement ratio required for all trees removed from site.

DURING CONSTRUCTION OR OPERATION

L4. No cutting of any part of ***public***, including roots, shall be done without securing prior approval of the City Arborist. Tree trimming/removal shall be done in accordance to the City of Santa Clara Tree Preservation/City Arborist specifications and with direct supervision of a certified arborist (Certification of International Society of Arboriculture).

PRIOR TO FINAL OF BUILDING PERMIT

L5. If 2:1 replacement ratio cannot be met for removal of right of way landscape trees, tree planting fee must be paid prior to building permit final.

DESIGN/PERFORMANCE PRIOR TO ISSUANCE OF BUILDING PERMIT

SW1. The applicant shall complete and provide the Post-Construction Solid Waste Generation Estimation and Collection Form, which includes the estimation of trash and recycling materials generated from the project. Use the City's Solid Waste Guidelines for New and Redevelopment Projects as specified by the development type. Contact the Public Works Department at Environment@SantaClaraCA.gov or (408) 615-3080 for more information.

SW2. The applicant shall provide a site plan showing all proposed locations of solid waste containers, chutes, compactors, trash enclosures and trash staging areas. The site plan shall show the route or access for trash and recycling collectors (trucks) including vertical clearance, turning radius and street/alley widths. All plans shall comply with the City's Solid Waste Guidelines. Solid metal roof, gates and a trench drain shall be installed within the trash enclosure and connected to the on-site sewer system.

SW3. For projects that involve construction, demolition or renovation of 5,000 square feet or more, the applicant shall comply with City Code Section 8.25.285 and recycle or divert at least sixty five percent (65%) of materials generated for discard by the project during demolition and construction activities. No building, demolition, or site development permit shall be issued unless and until applicant has submitted a construction and demolition debris materials check-off list. Applicant shall create a Waste Management

Plan and submit, for approval, a Construction and Demolition Debris Recycling Report through the City's online tracking tool at http://santaclara.wastetracking.com/.

SW4. This project is subject to the City's Accumulation, Transportation and Disposal of Solid Waste Ordinance (Chapter 8.25 of the Municipal Codes), which requires the handling and disposal of waste by authorized service haulers. Insert the General Notes for the Construction & Demolition (C&D) Waste Management into construction plans in accordance with the City's municipal codes prior to the issuance of a Building or Grading permit. Provide the Green Halo waste online tracking number to Building staff prior to the issuance of a demolition or building permit.

SW5. Project applicant shall contact the Public Works Department, Street Maintenance Division at (408) 615-3080 to verify if the property falls within the City's exclusive franchise hauling area. If so, the applicant is required to use the City's exclusive franchise hauler and rate structure for any hired debris boxes. Prior to the issuance of a Public Works clearance, the project applicant shall complete and sign the Construction and Demolition (C&D) / Waste Management Rules and Regulations Form.

DURING CONSTRUCTION OR OPERATION

SW6. Applicant to track all waste generated and upload debris tags to GreenHalo for City staff review.

PRIOR TO FINAL OF BUILDING PERMIT

SW7. Prior to obtaining a Temporary or Final Certificate of Occupancy, individual weight tickets for all materials generated for discard or reuse by the project during demolition and construction activities shall be uploaded to Green Halo and submitted for review and approval by Environmental Services. At a minimum two (2) weeks review time is required.

Stormwater

DESIGN/PERFORMANCE PRIOR TO ISSUANCE OF BUILDING PERMIT

ST1. Prior to City's issuance of Building or Grading Permits, the applicant shall develop a Final Stormwater Management Plan, update the C.3 Data Form, the Special Project Narratives and Worksheet (as appropriate), and an Erosion and Sediment Control Plan.

ST2. The Final Stormwater Management Plan and all associated calculations shall be reviewed and certified by a qualified 3rd party consultant from the SCVURPPP List of Qualified Consultants, and a 3rd party review letter (on design) shall be submitted with the Plan.

ST3. For project that disturbs a land area of one acre or more, the applicant shall provide a copy of the Notice of Intent (NOI) with WDID number for coverage under the State Construction General Permit. Active projects with NOI will be inspected by the City once per month during the wet season (October – April).

ST4. The applicant shall incorporate Best Management Practices (BMPs) into construction plans and incorporate post-construction water runoff measures into project plans. Include the SCVURPPP Countywide Construction BMPs Plan Sheet with the plans. Applicant to add Source control measures with designations from C.3 stormwater handbook, Appendix H.

ST5. Include the C.3 Treatment Facilities Construction Notes on the Improvement Plans and/or Stormwater Control Plans.

ST 6. Include C.3 Stormwater Treatment Facilities Construction general notes on the improvement plans.

ST7. Decorative and recreational water features such as fountains, pools, and ponds shall be designed and constructed to drain to the sanitary sewer system only.

ST8. For single-family homes and other small projects that create and/or replace 2,500 – 10,000 square feet of impervious surface area, the applicant shall implement at least one of the following site design measures:

a. Direction of roof runoff into cisterns or rain barrels

b. Direction of roof, sidewalk, walkway, patio, driveway, or parking lot runoff onto vegetated areas

c. Construction of sidewalks, walkways, patios, bike lanes, driveways, and parking lots with permeable surfaces

Plans shall specify which site design measures are selected for the project and show the direction of flow from impervious surfaces to the selected site design measures. All measures shall meet the design criteria in the 2016 C.3. Stormwater Handbook, Appendix K: Standard Specifications for Lot-Scale Measures for Small Projects.

ST9. Interior floor drains shall be plumbed to the sanitary sewer system and not connected to the City's storm drain system.

ST10. Floor drains within trash enclosures shall be plumbed to the sanitary sewer system and not connected to the City's storm drain system.

ST11. The use of architectural copper is prohibited.

DURING CONSTRUCTION OR OPERATION

ST12. Applicant shall install biotreatment soil media that meets the minimum specifications as set forth in the SCVURPPP C.3 Stormwater Handbook. If percolation rate test of the biotreatment soil mix is not performed on-site, a certification letter from the supplier verifying that the soil meets the specified mix (the date of such document shall not be older than 3 months).

ST13. Stormwater treatment facilities must be designed, installed, and maintained to achieve the site design measures throughout their life in accordance to the SCVRUPPP C.3 Stormwater Handbook (Chapter 6 and Appendix C).

ST14. Any site design measures used to reduce the size of stormwater treatment measures shall not be installed for the project without the written approval from the City, installing the corresponding resizing of other stormwater treatment measures and an amendment of the property's O&M Agreement.

ST15. Developer shall install an appropriate stormwater pollution prevention message such as "No Dumping – Flows to Bay" on any storm drains located on private property.

ST16. All outdoor equipment and materials storage areas shall be covered and/or bermed, or otherwise designed to limit the potential for runoff to contact pollutants.

PRIOR TO FINAL OF BUILDING PERMIT

ST17. As-Built drawing shall be submitted to the Public Works Department.

ST18. Applicant shall schedule and City shall conduct a final C.3 inspection.

ST10. Permeable Pavement, Media Filter vaults, Interceptor Trees and Trash Full Capture Devices shall be inspected by a third-party reviewer and/or manufacturer representative for conformance with the details and specifications. If necessary, percolation test shall be performed to ensure proper installation. A map displaying the number, location and details of full trash capture devices shall be prepared as an attachment to the Operations and Maintenance (O&M) Agreement with the City.

ST11. The property owner shall enter into an Operation and Maintenance (O&M) Agreement with the City for all installed stormwater treatment measures and full trash capture devices in perpetuity. Applicants should contact Public Works Dept. - Environmental Services at (408) 615-3080 or Street@SantaClaraCA.gov for assistance completing the Agreement. For more information and to download the most recent version of the O&M Agreement, visit the City's stormwater resources website at http://santaclaraca.gov/stormwater. Inspection of permeable pavement, media filter vaults and full trash capture devices is to be done annually by December 31 of each year.

SILICON VALLEY POWER

SVP1. Maximum substation size shall not exceed 225 feet (long) x 120 feet (wide). Final dimensions are to be finalized as part of the detailed design efforts.

SVP2. Project Electric Load less than or equal to 2.5 MVA
Developer shall only be required to comply with this Part I of these Silicon Valley Power (SVP or Silicon Valley Power) conditions of approval; provided the projected electric load of the all phases of the project do not cumulatively exceed 2.5 MVA (as determined by Silicon Valley Power) ("2.5 MVA Threshold"). Silicon Valley Power will make the 2.5 MVA available for Developer's use at the project site only after Silicon Valley Power has reasonably determined the condition of approval of this Part I have been met. This 2.5 MVA will be subject to the conditions of approval of Part II (including, but not limited to, additional analysis under a transmission system impact study and any new conditions resulting from that study) when projected electric load of the project (as determined by Silicon Valley Power) exceeds the 2.5 MVA Threshold.

So long as Developer's project is at or below the 2.5 MVA Threshold, Developer shall comply with all condition of approval of Part II, except for the following: EL1, EL2, EL15 and EL43. For this Part I only, EL 27 is amended that condition is amended to read as following: "Developer shall pay all Developer fees per the City of Santa Clara's Municipal fee schedule for Electric fees."

SVP3. Project Electric Load greater than 2.5 MVA
Developer shall comply with Part II of these Silicon Valley Power conditions of approval when the projected electric load of the project (as determined by Silicon Valley Power) exceeds the 2.5 MVA Threshold. Silicon Valley Power will make electric power available for Developer's use at the project site only after Silicon Valley Power has reasonably determined the condition of approvals of this Part II have been met.

The amount and ramp rate will be set forth in a substation agreement or, if not applicable, a system impact study [Transmission and/or Distribution System] or such other study required by SVP.

Developer may seek an amendment of these conditions of approval when any of phase of the Project requires to undergo the City's architectural review process; however, no amendment shall be authorized by the City without (1) the completion of a new system impact study[Transmission and/or Distribution System] (2) compliance with any additional SVP requirements as may be applicable at that time) for the applicable phase; and (2) SVP's written approval. Any SVP-approved revisions of these conditions of approval will be based on the new system impact study [Transmission and/or Distribution System] and any other SVP requirements.

SVP4. Maximum substation size shall not exceed 225 feet (long) x 120 feet (wide). Final dimensions (within the maximum) are to be finalized as part of the detailed design efforts.

SVP5. Maximum substation parcel must be the final building dimensions plus a minimum of the 30 feet set back from the property line from the public ROW. All other property lines will have a 0' setback.

SVP6. Silicon Valley Power (SVP) design of distribution trenches around the site may require additional manholes for cable pulling. Trenches require 5' clearance on each side of the trench and the clearance/easement area cannot overlap with any bioretention areas, building foundations, trees, other utilities, etc.

SVP7. SVP design of services for each phase of the project will require an additional switch vault for any additional services. Each 12KV service can be loaded up to a maximum of 4.5MVA. The Applicant is to provide detailed demand loading for each phase/building to confirm the number of electric services required.

SVP8. SVP 12KV services cannot be paralleled and each service will require Applicant owned switchgear. Switchgear requires 10' clearance on the side of cable termination with 18' wide drive-up access from the nearest road. 5' clearance is required on all other sides of the gear.

SVP9. Applicant owned 12KV switchgear cannot be located inside the building unless otherwise approved by SVP management in writing.

SVP10. All SVP facilities should be 5' clear of trees and per SD1235. The more stringent shall apply.

SVP11. All streetlighting, low voltage & fiber conduits, pull boxes, & foundations shall be designed during the detail design phase.

SVP12. Applicant shall install a new distribution trench at its sole cost and expense along Tasman Drive if the existing SVP trench conflicts with the newly proposed improvements. SVP shall relocate the existing wires to the new trench prior to abandoning the existing facilities. Once the existing facilities are abandoned the Applicant may install the newly proposed improvements and/or remove the abandoned SVP facilities.

SVP13. SVP distribution lines will require connection to existing infrastructure. Final design to be established during building permits.

SVP14. Applicant shall provide a thermal backfill for heat dissipation around SVP conduits around the site. The necessity of a thermal backfill and the specific backfill material shall be determined during the design phase.

SVP15. Distribution site design (downstream of substation 12KV switchgear) assumes standard SVP substructure & SVP owned equipment specifications will be used for the project. If SVP determines site conditions do not allow for standard substructure and equipment to be utilized, Applicant shall work with SVP to design and place non-standard substructure. Applicant shall be responsible for additional costs in material procurement for material provided and installed by SVP, which will be recovered from Applicant through fees determined at the building permit stage, if applicable. Standard substructure is defined in UG1000 standard. Standard material for SVP that may be affected includes cable sizes (standard sized are: 1100AL 15KV Triplex & 1/0 AL 15KV Triplex Cable).

SVP16. Bio-retention areas cannot be in front of the substation parcel or within any SVP easements.

SVP17. Unless expressly stated otherwise or covered by a fee to be paid by Applicant, Applicant shall be responsible for all costs and expenses associated with fulfilling these conditions of approval.

SVP18. Parking or additional occupied (storage, retail, residential, etc.) space shall not be placed above or below the substation. Alternative use of roof for additional green space may be allowed.

SVP19. Clearances: (Make sure job notes do not conflict with SVP clearance requirements). Design deviations from stated clearances must be approved in advance by SVP in writing.

a. EQUIPMENT
    i. Ten (10) foot minimum clearance is required in front of equipment access doors. (UG1000 sheet 11)
    ii. Five (5) foot minimum clearance from pad is required on sides without equipment access doors. (UG1000 sheet 11)
    iii. Eighteen (18) foot minimum width shall be provided and maintained on one side of the equipment pad to allow an electric dept. line truck to drive up next to the pad for installation and maintenance of equipment. (UG1000 Sheet 11).
    iv. Barrier pipes are required only on sides accessible to vehicles. (UG1000 Sheet 12).
        1. Thirty (30) inches from side of equipment sides.
        2. Forty-Eight (48) inches in front of access doors.
            a. Barrier Pipes in front of access doors shall be removable.

b. CONDUITS

i. Five (5) foot minimum longitudinal clearance between new conduits or piping systems (open trench installation) and any existing or proposed SVP conduit system. This is for longitudinal. (UG1250 sheet 5)
ii. Twelve (12) inch minimum vertical clearance between new conduit/pipes installed perpendicular to existing SVP conduits for open trench installations. (UG1000 sheet 36, UG1250 Sheet 6)
iii. Three (3) foot six (6) inches clearance is required from poles for open trench installation. Exceptions are for riser conduit. (UG1250 Sheet 7)
iv. Three (3) foot minimum clearance is required between signposts, barrier pipes or bollards, fence posts, and other similar structures. (UG1250 sheet 10).
v. Five (5) foot minimum from new splice boxes, pull boxes, manholes, vaults, or similar subsurface facilities. (UG1000 sheet 8)
vi. 60 kV Transmission Lines are to be placed in a separate trench than 12kV or below
vii. Five (5) foot minimum clearance from walls, footings, retaining wall, landscape planter, tree root barrier or other subsurface wall or structure. (UG1250 sheet 9).
viii. Five (5) foot minimum clearance is required between fire hydrant thrust block. The thrust block extends 5' foot on either side of the fire hydrant in line with the radial water pipe connected to the hydrant.

c. VAULTS/MANHOLES
i. Ten (10) foot minimum clearance is required between adjacent Vaults or Manholes.
ii. Five (5) foot minimum clearance is required between adjacent conduits.
iii. Minimum 36" from face of curb, or bollards required.
iv. 60kV transmission Lines are to be placed in separate manholes than the 12kV lines

d. Poles (Electrolier, Guy Stub poles, service clearance poles, self-supporting steel poles and lighting poles.)
i. Three (3) foot six (6) inches clearance is required from poles for open trench installation. Exceptions are for riser conduit. (UG1250 Sheet 7)

e. Guy Anchors
i. Five (5) foot minimum clearance is required between center of anchor line and any excavation area. (UG1250 sheet 15).

f. Trees
i. OH 1230 for Overhead Lines
ii. SD 1235 for Tree Planting Requirements near UG Electric Facilities
iii. Trees or Bushes are not to be planted over 60kV transmission line trenches

SVP20. Applicant shall comply with the following SVP standards (as may be amended or supplemented.
a. Installation of Underground Substructures by Developers
b. UG1250 – Encroachment Permit Clearances from Electric Facilities
c. UG0339 – Remote Switch Pad
d. OH1230 – Tree Clearances From Overhead Electric Lines
e. SD1235 – Tree Planting Requirements Near Underground Electric Facilities
f. UG1225 – Pad mounted Equipment Clearances

SVP21. The Developer shall provide and install electric facilities per Santa Clara City Code chapter 17.15.210. Applicant to provide and install electrical substructure as defined on

SVP developer work drawings for parcel frontage improvements & service requirements for each building/parcel.

SVP22. Electric service shall be underground as required by SVP. See Electric Department Rules and Regulations for available services.

SVP23. Installation of underground facilities shall be in accordance with City of Santa Clara Electric Department standard UG-1000, latest version, and Santa Clara City Code chapter 17.15.050.

SVP24. Underground service entrance conduits and conductors shall be “privately” owned, maintained, and installed per City Building Inspection Division Codes. Electric meters and main disconnects shall be installed per Silicon Valley Power Standard MS-G7, Rev. 2.

SVP25. The developer shall grant to the City, without cost, all easements and/or right of way necessary for the provision of electric service to the property of the developer and for the installation of utilities (Santa Clara City Code chapter 17.15.110) as generally shown on the Vesting Tentative Map.

SVP26. If the “legal description” (not “marketing description”) of the units is condominium or apartment, then all electric meters and services disconnects shall be grouped at one location, outside of the building or in a utility room accessible directly from the outside for SVP’s 24/7 emergency access. If they are townhomes or single-family residences, then each unit shall have it’s own meter, located on the structure. A double hasp locking arrangement shall be provided on the main switchboard door(s). Utility room door(s) shall have a double hasp locking arrangement or a lock box shall be provided. Utility room door(s) shall not be alarmed. Please refer to SVP rules and regulations section 9.A.6 “Meter Locations.” Any deviations may be submitted to SVP for review & approval.

SVP27. If transformer pads are required, SVP requires an area of 17’ x 16’-2”, which is clear of all utilities, trees, walls, etc. This area includes a 5’-0” area away from the actual transformer pad. This area in front of the transformer may be reduced from a 8’-0” apron to a 3’-0”, providing the apron is back of a 5’-0” min. wide sidewalk. Transformer pad must be a minimum of 10’-0 from all doors and windows, and shall be located next to a level, drivable area that will support a large crane or truck.

SVP28. All trees, existing and proposed, shall be a minimum of five (5) feet from any existing or proposed SVP facilities. Existing trees in conflict will have to be removed. Trees shall not be planted in PUE’s or electric easements.

SVP29. Any relocation of existing electric facilities shall be at Developer’s sole costs and expense.

SVP30. Applicant shall pay all Applicant fees per the City of Santa Clara’s Municipal fee schedule for Electric fees. These fees are separate from any costs that are charged as part of the Substation Agreement.

SVP31. The Applicant shall perform, in accordance with current City standards and specifications, all trenching, backfill, resurfacing, landscaping, conduit, junction boxes, vaults, street light foundations, equipment pads and subsurface housings required for power distribution, street lighting, and signal communication systems, as required by the City in the development of frontage and on-site property. Upon completion of improvements satisfactory to the City, the Applicant will dedicate the improvement to the City subject to City’s acceptance the work. The Applicant shall further install at his cost the service facilities, consisting of service wires, cables, conductors, and associated equipment necessary to connect Applicant to the electrical supply system of and by the City. After completion of the facilities installed by developer, the City shall furnish and install all cable, switches, street lighting poles, luminaries, transformers,

meters, and other equipment that it deems necessary for the betterment of the system (Santa Clara City Code chapter 17.15.210 (2)).

SVP32. Applicant shall comply with all applicable SVP rules, regulations, guidelines, and requirements, as may be amended from time to time.

SVP33. Non-Utility Generator equipment shall not operate in parallel with the electric utility, unless approved and reviewed by the Electric Engineering Division. All switching operations shall be "Open-Transition-Mode", unless specifically authorized by SVP Electric Engineering Division. A Generating Facility Interconnection Application must be submitted with building permit plans. Review process may take several months depending on size and type of generator. No interconnection of a generation facility with SVP is allowed without written authorization from SVP.

SVP34. Encroachment permits will not be signed off by Silicon Valley Power until Developers Work substructure construction drawing have been completed & signed off on by SVP.

SVP35. All SVP-owned equipment is to be covered by an Underground Electric Easement (U.G.E.E.) This is different than a PUE. Only publicly owned dry utilities can be in a UGEE. Other facilities can be in a joint trench configuration with SVP, separated by a 1' clearance, providing that they are constructed simultaneously with SVP facilities. See UG 1000 for details. Applicant shall provide SVP all U.G.E.E. required to cover all existing and new proposed facilities on the Applicant's project site.

SVP36. Proper clearance must be maintained from all SVP facilities in accordance with all applicable requirements, including a 5' clearance from the outer wall of all conduits. This is in addition to any UGEE specified for the facilities. Contact SVP before making assumptions on any clearances for electric facilities.

SVP37. Developer shall only locate transformer and switch devices outdoors. These devices MAY be placed 5' from an outside building wall, provided that the building wall in that area meets specific requirements. (See UG 1000 document for specifics) EXAMPLE: If there are any doors, windows, vents, overhangs or other wall openings within 5' of the transformer, on either side, then the transformer MUST be 10' or more away from the building. These clearances are to be assumed to be clear horizontally 5' in either direction and vertically to the sky.

SVP38. All existing SVP facilities, onsite or offsite, are to remain unless noted on an SVP's developer works drawing. It is the Developers' responsibility to maintain all clearances from equipment and easements. Developer should not assume that SVP will be removing any existing facilities without detailed design drawings from SVP indicating potential removals. Simply indicating that SVP facilities are to be removed or relocated on conceptual plans does not imply that this action has been approved by SVP.

SVP39. SVP does not utilize any sub-surface (below grade) devices in its system. This includes transformers, switches, etc.

SVP40. All interior meter rooms at ground level are to have direct, outside access through only ONE door. Interior electric rooms must be enclosed in a dedicated electric room and cannot be in an open warehouse or office space.

SVP41. Applicant shall comply with the requirements, as amended, for High-rise Metering and Multi-Floor Infrastructure requirements where applicable, including,

a. Refer to UG0250 – High Density Residential Metering Requirements
b. Refer to FO-1901 – Fiber Optic Splicing and Testing Methods

SVP42. In the case of podium-style construction, all SVP facilities and conduit systems must be located on solid ground (aka "real dirt"), and cannot be supported on parking garage ceilings or placed on top of structures.

SVP43. Notwithstanding SVP39, as determined by SVP in its sole discretion, if the SVP facilities and conduit systems are absolutely required to be on the podium or street above any Project building(s), Applicant shall meet SVP's design and installation

requirements and standards (as determined by SVP) and pay all related costs, including, without limitation, .the cost of conducting a study and future maintenance costs Applicant's share of the cost of maintenance of those facilities shall be determined by the study.

SVP44. Any proposed improvement that does not meet the requirement of the current SVP standard shall be reviewed and approved by SVP in advance in writing. Applicant shall be responsible for any cost associated with non-SVP standard equipment, including, but not limited to, design reviews, study, standard preparations, and testing. Applicant's share of the cost of maintenance of those facilities shall be determined by the study.

SVP45. Applicant shall contact SVP (CSC Electric Department) to obtain specific design and utility requirements that are required for building permit review/approval submittal.

SVP46. Developer's proposed project requires a new electric distribution substation to serve Applicant's load and transmission system improvements.

a. Applicant must enter into a Substation Agreement (in a such form and content required by SVP) with SVP for such substation no earlier than Developer, (1) receiving full entitlements from the City, including but not limited to a completed CEQA; (2) CAISO approval of projects required to serve Developer's project load; and (3) City Council adopted projects required to serve Developer's project load. This Substation Agreement shall have such terms and conditions as SVP may require and shall set forth Applicant's obligations with respect to supplying Applicant with initial interim electric power and then with permanent capacity and transmission infrastructure for the projects, including, without limitation, Applicant's payment of any applicable fees, costs, and expenses associated with Applicant's project.
    i. These conditions of approval do not commit the City to (1) serve Developer's electric load or (2) allocate any capacity to Developer.
b. Applicant shall coordinate and cooperate with City for the design, procurement, and construction of the substation; provided that, Applicant shall be responsible for all costs and expenses to the extent set forth in the Substation Agreement. City shall have no obligation to undertake the design, procurement, and construction of the substation prior to the execution of the Substation Agreement, Funding Agreement, and completion of such other SVP requirements.
c. Applicant shall (1) coordinate with SVP to design and construct and fund (a) a transmission line extension to connect the new substation with SVP's transmission system; (b) the reconductoring of the existing underground 60kV loop and associated facilities from San Tomas Aquino Creek to Mission Substation as specified in the Substation Agreement; and (2) comply with such other requirements in the applicable Transmission System Impact Study.
d. Upon their completion, SVP shall own, operate and maintain all City-owned Substation Facilities and Transmission Facilities, and all equipment therein.
e. Applicant convey in fee any and all property for substation site and all easements and other property rights necessary to construct, complete, operate and maintain the Substation Facilities.
f. Applicant is responsible for costs outlined in the Substation Agreement related to transmission facility extensions to service the substation facility.
g. SVP has performed an Interconnection Study (i.e, System Impact Study) to assess requirements of interconnection for the project. SVP may require an additional study as necessary. Requirements will consist of the following;
    i. The System capacity of SVP's electric transmission system require the following mitigation measures.

1. A portion of the existing NRS to Mission Transmission Line is to be reconductored to allow an initial load ramp up to 9MVA for the electric load of Applicant's project. The 9 MVA is solely to serve the electric load of Applicant's project and does not otherwise run with the land. The 9 MVA is subject to a ramp rate and reduction as set forth in the Substation Agreement.
2. The Applicant's project shall not have an electric load beyond 9MVA, unless an extensive transmission system rebalancing project, tentatively referred to as "Loop 1" is completed. SVP has no obligation to undertake or pay for Loop 1.
3. In the event SVP determines, in its sole and absolute discretion, to undertake Loop 1 Project and Applicant desires additional electric capacity beyond 9MVA, Applicant will be responsible for a portion of the costs of the Loop 1 transmission system improvements; provided the Applicant executes a funding commitment agreement in such form and substance required by SVP.
4. Applicant will have the option to fully fund Loop 1to accommodate Applicant's schedule.

ii. Determine when to include Applicant load ramp in SVP's load forecast to the California Energy Commission (CEC).

iii. Determine when Applicant will be allowed to energize facilities, and allowed ramp schedule.

h. Applicant has entered into a Funding Agreement with the City to fund pre-design work of the substation. The primary deliverable of the pre-design work was "Democracy Substation Feasibility Study." Upon approval Project entitlements and execution of a Substation Agreement, this will serve as a basis for the design of the substation and transmission line extension. The purpose of the Funding Agreement was for pre-design work only and is not in any way an endorsement of the project receiving entitlements from the City.

WATER & SEWER DEPARTMENT

W1. Recycled Water Use: Pursuant to Chapter 13.15, Water, Article IV. Regulation of Recycled Water Service and Use, of the Municipal Code, the project is required to use recycled water for all non-potable uses where recycled water is made available and where provided for by Recycled Water regulations. This project is required to extend and connect to the City's existing Recycled Water System.

W2. Potable Water Redundancy: For all onsite industrial water use that requires uninterrupted service, the project shall provide a potable water back-up supply source that complies with all recycled water separation requirements.

W3. Recycled Water Design: Each Recycled Water land use (irrigation, dual-plumbing, cooling system, industrial processes, etc.) shall have a separate metered service connection to the main. Applicant shall verify separations between all potable/fire lines and recycled water lines, pipe type, pipe depths, equipment types, warning lids, tags and signs.

W4. Onsite Recycled Water Review: The applicant shall submit all completed SBWR Proposed Use Request Applications to the Compliance Division of Water and Sewer Utilities at watercompliance@santaclaraca.gov for review and approval. All on-site recycled water plans shall be reviewed, approved, and signed by the City of Santa Clara, SBWR, and Department of Drinking Water. All three entities must individually review and approve a plan set for Final Approval. Contact the Compliance Division of Water and Sewer Utilities via email or by phone at (408) 615-2002 for more information

W5. On-site Recycled Water Construction: Construction and installation of all on-site recycled water system equipment shall not begin until the Compliance Division of Water and Sewer Utilities has approved the on-site recycled water design. Please note on-site designs are generally not the same as the Building Permit plans. On-site recycled water plans require SBWR and California State Water Resources Control Board, Division of Drinking Water signatures for final approval.

W6. On-site Recycled Water Inspection: Inspections are required at all on-site recycled water systems being installed prior to backfilling trenches or cover in walls and ceilings. Request a recycled water inspection by email watercompliance@santaclaraca.gov or call (408) 615-2002. Please provide the site location, SBWR project ID, and date and time preferences. These inspections are in addition to the Building Permit inspections.

a. Need to verify separations between all potable/fire lines and recycled water lines, pipe type, pipe depths, equipment types, warning lids, tags and signs.

W7. Recycled Water Main: The project shall replace all existing recycled water mains with new 12" DIP recycled water mains in all streets within or adjacent to the project site.

W8. Potable Water Main: The applicant shall replace all the existing water mains with new 12" DIP pipe water main in all streets within and adjacent to the project site.

W9. Encroachment Permit: Prior to issuance of Building Permits, the applicant shall submit an encroachment permit application and design plans for construction of water utilities that comply with the latest edition of the Water & Sewer Utilities Water Service and Use Rules and Regulations, Water System Notes, and Water Standard Details and Specifications. In addition, prior to the City's issuance of Occupancy, the applicant shall construct all public water utilities per the approved plans. The Water & Sewer Utilities will inspect all public water utility installations and all other improvements encroaching public water utilities.

W10. Utility Design Plans: Utility Design Plans shall indicate the pipe material and the size of existing water, recycled water and sewer main(s). The plans shall show the nearest existing fire hydrant and the two nearest existing water main line gate valves near the project area. The plans shall show meter and backflow configurations to scale and per City of Santa Clara Water & Sewer Utilities Standard Details. Note that all new water meters and backflow prevention devices shall be located behind the sidewalk in a landscape area. Fire hydrants should be located two feet behind monolithic sidewalk if sidewalk is present; two feet behind face of curb if no sidewalk is present, per City Std Detail 18. The plans shall provide the profile section details for utilities crossing water, sewer, or recycled water mains to ensure a 12” minimum vertical clearance is maintained.

W11. Utility Separations: Applicant shall adhere to and provide a note indicating that all horizontal and vertical clearances comply with State and local regulations. The applicant shall maintain a minimum 12” of vertical clearance at water service crossing with other utilities, and all required minimum horizontal clearances from water services: 10' from sanitary sewer utilities, 10’ from recycled water utilities, 8' from storm drain utilities, 5' from fire and other water utilities, 3' from abandoned water services, 5' from gas and electric utilities, and 5’ from the edge of the propose or existing driveway. For sanitary sewer, water, and recycled water utilities, the applicant shall maintain a minimum horizontal clearance of 10' from existing and proposed trees. If applicant installs tree root barriers, clearance from tree reduces to 5' (clearance must be from the edge of tree root barrier to edge of water facilities). No structures (fencing, foundation, biofiltration swales, etc.) allowed over sanitary sewer, potable water and/or recycled water utilities and easements.

W12. Separate Services: Applicant shall submit plans showing proposed water, recycled water, sanitary sewer, and fire services connected to a public main in the public right-of-

way to the satisfaction of the Director of Water & Sewer Utilities. Different types of water and recycled water use (domestic, irrigation, fire) shall be served by separate water services, each separately tapped at the water main. Tapping on existing fire service line(s) is prohibited. Approved backflow prevention device(s) are required on all potable water services.

W13. City Standard Meters and Backflows: All proposed meters and backflows for all water services shall meet the current City of Santa Clara Water & Sewer Utilities Standard Details. Plans shall show meter and backflow configurations to scale.

W14. Existing Services: The applicant must indicate the disposition of all existing water and sewer services and mains on the plans. If the existing services will not be used, then the applicant shall properly abandon these services to the main per Water & Sewer Utilities standards and install a new service to accommodate the water needs of the project. The applicant shall bear the cost of any relocation or abandonment of existing Water Department facilities required for project construction to the satisfaction of the Director of Water and Sewer Utilities.

W15. On-Site Storm Drain Treatment: Prior to issuance of Building Permit, the applicant shall submit plans showing any onsite storm water treatment system. The plan shall include a section detail of the treatment system. No water, sewer, or recycled water facilities shall be located within 5-feet of any storm water treatment system.

W16. Water Usage: Prior to the issuance of Building Permits, the applicant shall provide documentation of water usage so the Water Division can verify the appropriate size of all proposed water meters. Please note that if the existing water services are incapable of supplying the water needs to the site, the existing services shall be abandoned, and new separate dedicated water services shall be provided for each use (domestic and irrigation).

W17. Landscaping: All the landscaping for the project shall comply with the California Water Conservation in Landscaping Act, Government Code Section 65591 et. seq. All plants shall be either California native or non-invasive, low water-using or moderate water-using plants. High water-using plants and nonfunctional turf are prohibited.

W18. Prior to issuance of Building Permits, the applicant shall submit plan details for all water features (including but not limited to fountains and ponds) designed to include provisions for operating the system without City potable water supply and capable of being physically disconnected from source of potable water supply during City declared water conservation periods, to the satisfaction of the Director of the Water & Sewer Utilities. Decorative water features may be permanently connected to the City's recycled water supply.

W19. Easements: Prior to City's issuance of Building or Grading Permits, the applicant shall provide a dedicated water utility easement around the backflow prevention device onsite. The water utility easement for the water services and all other public water appurtenances shall be a minimum 15 feet wide and be adjacent to the public right-of-way without overlapping any public utility easement. Additionally, the applicant shall submit plans defining existing easements so Water Division can verify if there are any conflicts with proposed easements and water utilities.

W20. Underground Fire Permit: Prior to issuance of Building Permits, applicant shall submit an underground fire permit unless otherwise waived by the Fire Department. If fire flow information is needed, applicant shall coordinate with Water and Sewer Utilities Department, for fire flow information at (408)615-2000. A dedicated fire service line, with an approved backflow prevention device, shall be used for on-site fire hydrants. Fire service lines required for commercial and industrial use shall be sized appropriately per fire flow demand and code requirements.

W21. Record Drawings: Upon completion of construction and prior to the City's issuance of a Certificate of Occupancy, the applicant shall provide "as-built" drawings of the public water utility infrastructure prepared by a registered civil engineer to the satisfaction of the Director of Water & Sewer Utilities Department.

W22. Water Shortage Response Actions: Pursuant to the City of Santa Clara's Urban Water Management Plan, during times of drought or water shortage, the City implements water shortage response actions in accordance with the level of water shortage declared. All construction activities and all new irrigation connections are subject to the Water Shortage Response Actions in effect at the time of construction and connection of the irrigation service.

Water Shortage Response Actions for Stage 2 and higher include water use restrictions that limit the use of potable water such as:

a. prohibiting the installation of new potable water irrigation services. new irrigation connections, construction, and dust control.
b. restrict the use of potable water used for construction and dust control if recycled water is available.

This project is subject to all the requirements and restrictions of the Water Shortage Response Actions in place or adopted during the duration of the project. For more information, visit the City of Santa Clara Water & Sewer Utilities website at www.santaclaraca.gov/waterconservation.

ACKNOWLEDGEMENT AND ACCEPTANCE OF CONDITIONS OF APPROVAL

Permittee/Property Owner

The undersigned agrees to each condition of approval and acknowledges and hereby agrees to use the project property on the terms and conditions set forth in this permit.

Signature: _____

Printed Name: _____

Relationship to Property: _____

Date: _____

Pursuant to Santa Clara City Code 18.128.100, the applicant shall return this document to the Department, properly signed and dated, within 30-days following the date of the Acknowledgement.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA APPROVING A REZONING FROM HIGH-INTENSITY OFFICE/RESEARCH AND DEVELOPMENT (HO-RD) TO PLANNED DEVELOPMENT (PD) TO ALLOW A MIXED-USE DEVELOPMENT, OPTION B, LOCATED AT 4995 PATRICK HENRY DRIVE AND 3005 DEMOCRACY WAY, SANTA CLARA

PLN2018-13400 (Rezone)

WHEREAS, on October 17, 2017, Kylli, Inc., through its wholly-owned subsidiary Innovation Commons Owner, LLC ("Owner") made an application for a General Plan Amendment ("GPA") in connection with the redevelopment of a 48.6-acre site generally bounded by Tasman Drive, Patrick Henry Drive, Old Ironsides Drive, and the SFPUC Hetchy Hetchy Right of Way (APNs: 104-04-150, 104-04-142, 104-04-143, 104-04-151, 104-04-112, 104-04-113, 104-04-065, 104-04-111, 104-04-064), which is currently developed with four light industrial buildings and a parking lot ("Project Site");

WHEREAS, the Owner subsequently applied for a Planned Development ("PD") Rezoning to redevelop the 48.6 acre site with up to 4,913,000 gross square feet of new development, including up to 1,800 units (approximately 1.8 million square feet of residential uses), up to 3 million square feet of office/research-and-development ("R&D"), approximately 100,000 square feet of retail, and approximately 10,000 square feet of childcare facilities; a Vesting Tentative Subdivision Map to subdivide the property into five lots with up to three parcels for future parkland dedication and potential residential and commercial condominium purposes and to vacate Democracy Way; and a Development Agreement (collectively, along with the GPA, the "Project"), as shown on the Exhibit "PD Development Plans," attached hereto and incorporated herein by this reference;

WHEREAS, a rezone of the property to PD is required to allow creative development standards for site and building design, that are not otherwise allowed in standard zoning districts, to construct the proposed mixed-use development;

WHEREAS, in conformance with CEQA, the Environmental Impact Report ("EIR") prepared for the

Project was noticed and circulated for a 45-day public review period from November 17, 2023 to January 2, 2024;

WHEREAS, in addition to the Project, the EIR studied the Reduced Office/Increased Housing Alternative, which assumed the development of 800 multi-family housing units in Area C (for a total of up to 2,600 housing units for the entire Project) instead of approximately 789,000 gsf of office/R&D space, but otherwise maintained all other land use and developments assumptions of the Project.

WHEREAS, the City prepared a Final Environmental Impact Report ("FEIR"), including Attachment 3 to the FEIR analyzing the Office/R&D – Residential Flex option for the Planned Development zoning, which would permit development of up to 800 additional residential units in Area C (for a total of 2,600 units for the Project), or a mix of residential and office/R&D uses in Area C, with a corresponding reduction in square footage of office/R&D uses and a proportional increase in deed-restricted affordable residential units in Area C ("Revised Project"), as shown in Exhibit "PD Development Plans: Revised Project" to Resolution No. _____;

WHEREAS, on November 6, 2024, the Planning Commission conducted a duly noticed public hearing to consider the proposed rezone, at the conclusion of which, the Planning Commission voted to recommend approval to the City Council;**WHEREAS,** on November 7, 2024, notices of the November 19, 2024 public hearing were mailed to all property owners within one quarter-mile of the Project Site, according to the most recent assessor's roll;

WHEREAS, on November 6, 2024, notice of the November 19, 2024 public hearing was published in the ***Santa Clara Weekly***, a newspaper of general circulation for the City;

WHEREAS, on November 19, 2024, the City Council held a public hearing to consider the proposed rezoning and related applications, at which time all interested persons were given an opportunity to provide testimony and the Council considered the information presented in the Staff Report, and all verbal and written evidence.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. That the City Council hereby rezones the Project Site from High-Intensity Office/Research and Development ("HO-RD") to Planned Development ("PD") to allow the development of the Revised Project, as shown on the attached PD Development Plans for the Revised Project and conditioned as specified in the attached Conditions of Rezoning Approval, incorporated herein by this reference.

3. Pursuant to SCCC Section 18.142.040, the City Council determines that the following findings exist in support of the rezoning:

A. The existing zoning is inappropriate or inequitable, in that the existing zoning for the Project Site does not allow for mixed-use development. A PD zoning of the Project Site to allow mixed-use development would implement the General Plan's Land Use and Housing goals and policies to provide housing in proximity to existing residential, neighborhood and community commercial uses, support services, local and regional transit facilities, outdoor open space and recreation areas.

B. The proposed zone change will conserve property values, protect or improve the existing character and stability of the area in question, and will promote the orderly and beneficial development of such area, in that the Project would redevelop underutilized industrial parcels to provide housing and commercial opportunities for the north Santa Clara Area, which support the City's Housing Goals and assist the City in achieving Regional Housing Needs Allocation ("RHNA") targets for production of affordable housing units as mandated by the State, and in accordance with the City's Affordable Housing ordinance.

C. The proposed zone change is required by public necessity, public convenience, or the general welfare of the City in that the proposed zone change would allow for high density mixed-use development, public parkland, private open space, and community use. Construction of the Revised Project would contribute to the City's housing inventory and would assist in production of

housing units to achieve RHNA targets as mandated by the State.

D. The proposed zone change would allow imaginative planning and design concepts to be utilized that would otherwise be restricted in other zoning districts, in that the proposed zone change would allow flexibility in the development standards such as increased building height and reduced building setbacks, in order to provide high density uses with private and rooftop common open space, and also provide community uses.

4. That based on the findings set forth in this resolution and the evidence in the City Staff Report, EIR and MMRP, the City Council hereby rezones the Project Site to allow redevelopment of the 48.6 acre site with up to 4,913,000 gross square feet of new development, including up to 2,600 units (up to 1,800 units in area D, approximately 1.8 million square feet of residential uses), and up to 800 units in Area C with corresponding reduction in office/R&D uses in Area C), up to three million square feet of office/research-and-development (R&D), approximately 100,000 square feet of retail, and approximately 10,000 square feet of childcare facilities, as shown on the attached PD Development Plans for the Revised Project and conditioned as specified in the attached Conditions of Rezoning Approval for the Revised Project.

5. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 19TH DAY OF NOVEMBER, 2024, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Rezone Conditions of Approval - Revised Project
2. PD Development Plans - Revised Project
S:\Attorney\RESOLUTIONS\Form Resolution-City.doc

Conditions of Planned Development Rezoning Approval (Option B – Revised Project)

PLN2018-13400 / 4995 Patrick Henry Drive and 3005 Democracy Way

Project Description: Planned Development Rezoning Rezone to PD, and Architectural Review for the proposed Mission Point project including up to 3,000,000 sf of office, 100,000 sf of retail, 2,600 housing units (including up to 1,800 housing units in Area D and, with a corresponding reduction to office/R&D uses in Area C, up to 800 housing units in Area C) on a 48-acre site.

GENERAL

G1. **Effective Date**. This Permit shall only become effective at such time as the General Plan Amendment, PD Zoning, and Development Agreement have been adopted by the Decision-making body and have taken effect.

G2. **Conformance with Plans.** Prior to the issuance of Building Permit, the development of the site and all associate improvements shall conform to the approved plans on file with the Community Development Department, Planning Division. No change to the plans will be made without prior review by the Planning Division through approval of a Minor Amendment or through an Architectural Review, at the discretion of the Director of Community Development or designee. Each change shall be identified and justified in writing.

G3. **Conditions on Plans.** All conditions of approval for this Permit shall be reprinted and included within the first three sheets of the building permit plan sets submitted for review and approval. At all times these conditions of approval shall be on all grading and construction plans kept on the project site.

G4. **Necessary Relocation of Public Facility.** If relocation of an existing public facility becomes necessary due to a conflict with the developer's new improvements, then the cost of said relocation shall be borne by the developer.

G5. **Indemnify and Hold Harmless.** The owner or designee agrees to defend and indemnify and hold City, its officers, agents, employees, officials and representatives free and harmless from and against any and all claims, losses, damages, attorney's fees, injuries, costs, and liabilities from any suit for damages or for equitable or injunctive relief which is filed by a third party against the City by reason of its approval of owner or designee's project.

G6. **Code Compliance.** The construction permit application drawings submitted to the Santa Clara Building Division shall include an overall California Building Code analysis; proposed use and occupancy of all spaces (CBC Ch. 3), all building heights and areas (CBC Ch. 5), all proposed types of construction (CBC Ch. 6), all proposed fire and smoke protection features, including all types of all fire rated penetrations proposed (CBC Ch. 7), all proposed interior finishes fire resistance (CBC Ch. 8), all fire protection systems proposed (CBC Ch. 9), and all means of egress proposed (CBC Ch. 10). Noncombustible exterior wall, floor, and roof finishes are strongly encouraged.

a. During construction retaining a single company to install all fire related penetrations is highly recommended.
b. The grade level lobbies shall be minimum 1-hour rated all sides and above.
c. All stair shafts shall be minimum 1-hour rated.
d. All elevator shafts shall be minimum 1-hour rated.
e. All trash chute shafts shall be minimum 1-hour rated.
f. Recommendation: provide minimum two trash chutes; one for recyclables, one for trash, each trash chute to be routed down to a grade level trash collection room.
g. Any trash rooms shall be minimum 1-hour rated all sides and above.

G7. **Building Codes as Amended.** See Title 15 of the Santa Clara City Code for any amendments to the California Building Codes.

G8. **Reach Codes.** This project is subject to the provisions of the City of Santa Clara 2022 Reach Code, effective January 2022. See Ordinance No. 2034 and/or Title 15 of the Santa Clara City Code.

h. Chapter 15.36 – Energy Code for "all electric" provisions for new construction.
i. Chapter 15.38 – Green Building Code for additional Electric Vehicle Charging requirements for new construction.

G9. Comply with all applicable codes, regulations, ordinances and resolutions.

G10. The City encourages the Owner and any contractors or subcontractors working on the project to evaluate hiring local labor, hiring from or contributing to approved, accredited apprenticeship programs, increasing resources for labor compliance, and providing living wages during the development of this Project.

COMMUNITY DEVELOPMENT – PLANNING DIVISION
DESIGN / PERFORMANCE– PRIOR TO BUILDING PERMIT ISSUANCE

P1. **Roof Mounted Mechanical Equipment.** All roof mounted mechanical equipment shall be placed within a screened roof top enclosure depicted on the elevation drawings or located below the parapet level and shall not be visible from the ground at any distance from the building. Cross section roof drawings shall be provided at the building permit stage indicating the relative height of the screen wall or parapet. Minimum screen height or parapet depth shall be five feet or greater to match the height of any proposed equipment.

P2. **Tree Replacement (on-site).** Protected trees permitted by the City for removal shall be replaced on-site at a 2:1 ratio for 24-inch box trees, 4:1 for 15-gallon trees, or 1:1 for dead trees. (SCC 12.35.090).

P3. **Construction Management Plan.** The owner or designee shall submit a construction management plan addressing impacts to the public during construction activities including: showing work hours, noticing of affected businesses, construction signage, noise control, storm water pollution prevention, job trailer location, contractor parking, parking enforcement, truck hauling routes, staging, concrete pours, crane lifts, scaffolding, materials storage, pedestrian safety, and traffic control. The plan shall be submitted to the Director of Community Development or designee for approval prior to issuance of demolition and building permits.

DURING CONSTRUCTION

P4. **Construction Hours.** Construction activity shall be limited to the hours of 7:00 a.m. to 6:00 p.m. weekdays and 9:00 a.m. to 6:00 p.m. Saturdays for projects within 300 feet of a residential use and shall not be allowed on recognized State and Federal holidays. Construction activities occurring outside of the City's allowed construction hours would need to comply with the City's exterior noise limits per Section 9.10.040 of the City Code.

P5. **Construction Trash/Debris.** During construction activities, the owner or designee is responsible for collection and pick-up of all trash and debris on-site and adjacent public right-of-way.

P6. **Landscape Water Conservation.** The owner or designee shall ensure that landscaping installation meets City water conservation criteria in a manner acceptable to the Director of Community Development.

OPERATIONAL CONDITIONS

P7. **Landscaping Installation & Maintenance.** The owner or designee shall ensure that the landscaping installed and accepted with this project shall be maintained on the site as per the approved plans. Any alteration or modification to the landscaping shall not be permitted unless otherwise approved by the Director of Community Development.

P8. **Landscaping.** The owner or designee shall maintain the front yard landscaping between the house and sidewalk. New landscape areas of 500 square feet or more or rehabilitated landscape of 2,500 square feet or more shall conform to the California Department of Water Efficient Landscape Ordinance.

P9. **Transportation Demand Management (TDM) Program (Non-Residential Project).** The owner or designee shall implement the project TDM program that includes elements to reduce vehicle miles traveled (VMT) by 25 percent in the aggregate per the City's 2022 Climate Action Plan. A final TDM plan shall be submitted to the Director of Community Development or designee prior to Building Permit Final by the Planning Division. The property owner or designee shall monitor the project TDM program and submit an annual report to the Director of Community Development or designee. Monitoring and reporting requirements may be revised in the future if the minimum reduction is not achieved through the measures and programs initially implemented.

P10. **Transportation Demand Management (TDM) Program (Residential Project).** The owner or designee shall implement the project TDM program that includes elements to reduce vehicle miles traveled (VMT) by 20 percent with 10% through active TDM measures in the aggregate at full build out per the City's 2022 Climate Action Plan. A final TDM plan shall be submitted to the Director of Community Development or designee prior to Building Permit Final by the Planning Division. The property owner or designee shall monitor the project TDM program and submit an annual report to the Director of Community Development or designee. Monitoring and reporting requirements may be revised in the future if the minimum reduction is not achieved through the measures and programs initially implemented.

P11. **Transportation Management Association (TMA).** At any time after building permits have been issued for the Project and within two years of the formation of a TMA for the North Santa Clara area (comprising neighborhoods north of Highway 101) led by property

owners that are pursuing specific development proposals within the area, employers or other entities, join the TMA and pay a prorata share of TMA operational costs. The main purpose of the TMA is to fund and operate the local shuttle service or micro-transit solution, and may help to implement, coordinate and manage VMT-reduction programs as determined appropriate by the TMA members, between multiple properties and lead information and marketing campaigns to support behavior change.

MITIGATION MEASURES

P12. **Mitigation Monitoring and Reporting Program.** The Mitigation Monitoring and Reporting Program (MMRP), prepared for this project in compliance with the California Environmental Quality Act (CEQA), shall be incorporated by reference as conditions of approval. The applicant shall comply with all specified mitigation measures in the timelines outlined in the project's MMRP.

COMMUNITY DEVELOPMENT - BUILDING DIVISION

DESIGN / PERFORMANCE– PRIOR TO BUILDING PERMIT ISSUANCE

BD1. **Addressing.** Prior to overall construction permit application, submit to the Santa Clara Building Division, 2 copies of an addressing diagram request, to be prepared by a licensed architect or engineer. The addressing diagram(s) shall include all proposed streets and all building floor plans. The addressing diagram(s) shall conform to Santa Clara City Manager Directive #5; Street Name and Building Number Changes, and Santa Clara Building Division Address Policy For Residential and Commercial Developments. The addressing diagram(s) shall indicate all unit numbers to be based off established streets, not alleys nor access-ways to garages. Allow a minimum of 10 working days for initial staff review. Please note city staff policy that existing site addresses typically are retired. Provide digital pdf printed from design software, not scanned from printed paper sheet.

a. Any building or structure that is demolished shall have its address retired and a new address/s shall be issued for the project.

BD2. **Flood Zone.** The construction permit application drawings submitted to the Santa Clara Building Division shall include a copy of the latest Federal Emergency Management Agency (FEMA) Flood Zone Map: https://msc.fema.gov/portal/home. The project drawings shall indicate how the project complies with the Santa Clara Flood Damage Prevention Code.

a. FEMA Flood Zone map designations and requirements are based on the map in effect at date of Building Permit issuance.

BD3. **Water Pollution Control.** The construction permit application drawings submitted to the Santa Clara Building Division shall include Santa Clara Valley Urban Runoff Pollution Prevention Program Low Impact Development (LID) practices http://www.scvurppp-w2k.com/nd_wp.shtml. All projects that disturb more than one acre, or projects that are part of a larger development that in total disturbs more than one acre, shall comply with the Santa Clara Valley Urban Runoff Pollution Prevention Program Best Management Practices (BMP): http://www.scvurppp-w2k.com/construction_bmp.shtml, and shall provide a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer (QSD). All site drainage and grading permit applications submitted to the Santa

Clara Building Division shall include a city of Santa Clara "C3" data form, available on this web page:

- https://www.santaclaraca.gov/our-city/departments-g-z/public-works/environmental-programs/stormwater-pollution-prevention and will be routed to a contract consultant for review.

BD4. **Submittal Requirements.** The overall project construction permit application shall include the geotechnical, architectural, structural, energy, electrical, mechanical, and plumbing drawings and calculations. Prior to the issuance of the overall project construction permit, a conditions of approval review meeting must be held in city hall, which meeting must be attended by the on-site field superintendent(s). The meeting will not be held without the attendance of the on-site field superintendent(s). The on-site grading permit shall be a separate permit application to the Building Division.

DURING CONSTRUCTION

BD5. **Temporary Certificates of Occupancy.** Temporary Certificates of Occupancy (TCO) will not be routinely issued and will be considered on a very limited basis only when there is a clear and compelling reason for city staff to consider a TCO. A TCO will be approved only after all applicable City staff have approved in writing; Planning, P.W./ Engineering, Fire Prev., Santa Clara Water, Silicon Valley Power, and any other applicable agencies such as the Santa Clara County Health Dept., with the Building Division being the final approval of all TCO.'s.

COMMUNITY DEVELOPMENT - HOUSING DIVISION

H1. In accordance with the Santa Clara City Code chapter 17.40, this project is subject to the following affordable housing requirements and impact fee:

The requirement for the for-sale residential and rental residential development is as follows:

(a)Unless the City Council approves an alternate method of compliance pursuant to section (b) below, the Applicant shall provide not less than fifteen percent (15%) of the proposed units to affordable households made available at affordable housing cost or affordable rent to extremely low, very low, low and/or moderate-income households so long as the distribution of affordable units averages to a maximum of 100 percent Area Median Income. Prior to issuance of Building Permits, the Developer shall enter into an Affordable Housing Agreement (AHA) with the City that will determine the affordable rents and apply all terms and covenants guaranteeing the prescribed affordability, to the satisfaction of the Director of Community Development. There will be a fee for the AHA preparation in the amount of $5,868 rental development and $4,205 for for-sale development, that will be due prior to execution of the AHA. Additionally, there is an annual monitoring fee per affordable rental unit in the amount $127.

Payment of an Impact Fee for nonresidential development based on the square footage of the proposed project. The current impact fees for an Office building greater than

20,000 square foot shall have an impact fee of $28.79 per sf and Retail shall have an impact fee of $7.20 per sf.

Please note all fees are based on the current Municipal Fee Schedule in effect at the time the project is approved and must be paid prior to the issuance of the occupancy certificate of the building.

(b)In the alternative, the City Council may, in its sole discretion, authorize the Applicant to utilize an alternate means of compliance pursuant to SCCC § 17.40.080(g) through the execution of a development agreement. In order to utilize such an alternative, such Development Agreement must be fully executed prior to issuance of Building Permits. If no Development Agreement has been executed at the time Building Permits are issued, then section (a) above shall apply.

FIRE DEPARTMENT

DESIGN / PERFORMANCE—PRIOR TO BUILDING PERMIT ISSUANCE

F1. **Hazmat Clearance.** Prior to any Building Permit issuance, Hazardous Materials Closure (HMCP) is required as applicable: This is a permit is issued by the Santa Clara Fire Department, Fire Prevention & Hazardous Materials Division. Hazardous materials closure plans are required for businesses that used, handled or stored hazardous materials. While required prior to closing a business this is not always done by the business owner, and therefore should be part of the developer's due diligence. The hazardous materials closure plans demonstrate that hazardous materials which were stored, dispensed, handled or used in the facility/business are safely transported, disposed of or reused in a manner that eliminates any threat to public health and environment.

F2. **Hazmat Clearance.** Prior to any Building Permit Issuance, a Phase II environmental assessment is required to be submitted to CRRD for review. If hazards are present that require site mitigation, cleanup, or management of chemical contaminants in soil, soil vapor, or groundwater a separate permit from one of the regulatory agencies below will be required. The type and extent of contamination on site(s) will govern which of the regulatory agencies noted below can supervise the cleanup: Department of Toxic Substances Control (DTSC); State Water Resources Control Board; or Santa Clara County, Department of Environmental Health.

If the project intends to contract with a State or County Agency for onsite/offsite environmental remediation activities the following documentation shall be provided to the Fire Prevention & Hazardous Materials Division prior to issuance of a Building Permit for demolition or grading: Oversight agency case number; and Oversight mangers contact name, phone number.

For smaller projects that are not moving soil at all, a Phase I environmental assessment may be adequate. Please contact Assistant Fire Marshal Fred Chun at fchun@santaclaraca.gov for more information.

F3. **Fire Flow Requirement.** Prior to Building Permit Issuance, provide documentation from the City of Santa Clara Water & Sewer Department that the minimum required fire-flow can be met. Fire Department fire-flow will be based on the current California Fire Code and local ordinance. The most restrictive departments requirement shall apply.

F4. **Fire Hydrants.** Prior to Building Permit Issuance, building plans shall show the required number, location and distribution of fire hydrants for the buildings will be based on the current California Fire Code, Appendix C as amended. The required number of fire hydrants will be based on the fire-flow before the reduction for fire sprinklers. Both public and private fire hydrants may be required.

F5. **Fire Department Access.** Prior to Building Permit Issuance, a five-foot all-weather perimeter pathway around the entire perimeter of the buildings to facilitate firefighter access is required to be incorporated into the Building permit submittal.

F6. Fire Department Access. Prior to the issuance of the Building Permit, approval for fire department apparatus access roads is required. Roadways must be provided to comply with all the following requirements:

F7. Fire apparatus access roadways shall be provided so that the exterior walls of the first story of the buildings are located not more than 150 feet from fire apparatus access as measured by an approved route around the exterior of each building. In addition, aerial apparatus roadways must be located so aerial apparatus will have clear access to the "entire" face/sides of the building. The minimum number of sides is project-specific and depends on the building configuration, building design, occupancy, and construction type, etc. As part of Building Permit Issuance, an alternative materials, design, and methods of construction and equipment permit application will need to be submitted for review and approval incorporating applicable mitigation measures as determined by the fire department for the lack of compliance. Please note acceptable mitigation methods may have been discussed during the planning stage. Those mitigations are not guaranteed until a formal alternate means permit is submitted concurrently with the Building Plans. Conversely, an acceptable mitigation method may not have been discussed and will be evaluated under an alternate means permit at the building permit stage.

- For underpasses, garages, gates, or anything similar that a Fire apparatus is required to drive under as part of the emergency vehicle access, 16 feet vertical clearance will be required. For all other areas, the "minimum" unobstructed vertical clearance shall not be less than 13 feet 6 inches.

<u>or</u>

- For all other areas, the "minimum" unobstructed vertical clearance shall not be less than 13 feet 6 inches.

- The "minimum" width of aerial roadways for aerial apparatus is 26 feet.

- The minimum inside turning radius shall be 30 feet.

- The “minimum” width of roadways for aerial apparatus is 26 feet. Aerial access roadways shall be located a minimum of 15 feet and a maximum of 30 feet from the protected building. This requirement is only applicable when Appendix D of the Fire Code is enforceable.

- Overhead utility and power lines easements shall not be located over fire apparatus access roads or between the aerial fire apparatus roads and the buildings to avoid the possibility of injury and equipment damage from electrical hazards.

- Fire apparatus access roadways shall be all-weather surface(s) designed to support a gross vehicle weight of 75,000-pounds.

- Trees at full development must not exceed 30 feet in height and not impair aerials apparatus operations to sweep opposing sides of a building. Other obstructions such as site lighting, bio-retention, and architectural features are reviewed case-by-case to ensure they do not obstruct aerial and ground ladder access.

- Traffic control/calming devices are not permitted on any designated fire access roadway unless approved. A separate Fire Department permit is required for any barrier devices installed alone fire department apparatus access roads.

Prior to any Building Department Issuance, all fire department apparatus access roadways on private property are required to “be recorded” with the County of Santa Clara as Emergency Vehicle Access Easements (EVAE’s) and reviewed by the Fire Department. No other instruments will be considered as substitutions such as P.U.E, Ingress/Egress easements and/or City Right-of-Ways.

F8. **Emergency Responder Radio Coverage System.** Prior to Building Permit Issuance, provisions shall be made for Emergency Responder Radio Coverage System (ERRCS) equipment, including but not limited to pathway survivability in accordance with Santa Clara Emergency Responder Radio Coverage System Standard.

F9. **Fire Department Access.** Prior to the start of construction, roadways and water supplies for fire protection are required to be installed and made serviceable and maintained throughout the course of construction.

F10. **Fire Department Access.** Prior to issuance of the Building Permit, a gate permit is required to obtained. Openings for access gates located across fire apparatus access roads shall be a minimum of 20 feet of clear width. Gates shall also be provided with a minimum unobstructed vertical clearance of 16-feet. All gates installed on designated fire department access roads must be electrically automatic powered gates. Gates shall be provided with an emergency power or be of a fail-safe design, allowing the gate to be pushed open without the use of special knowledge or equipment. A Tomar Strobe Switch or 3M Opticom detector shall be installed to control the automatic gate(s) to allow

emergency vehicles (e.g., fire, police, ems). Said device shall be mounted at a minimum height of eight to ten feet (8' - 10') above grade.

F11. **Alternative Means and Methods.** Prior to any Building Permit issuance, an alternate means or methods permits to mitigate any code deficiency must be submitted and approved. Please submit this permit concurrently with the building plans. Please note specific mitigations may have been discussed during the planning process. None of these discussions are binding and can only be formally approved through submitting an AMMR permit. The AMMR permit is formally documenting that and still needs to be submitted.

F12. **Hazmat Information.** Prior to Building Permit Issuance, a Hazardous Materials Inventory Statement including refrigerants is required to be submitted and reviewed with the Building Permit if applicable.

F13. **Fire Safety During Construction and Phased Occupancy.** Prior to Building Permit Issuance, a permit for Construction Safety & Demolition shall be submitted to the fire department for review and approval in compliance with our Construction Safety & Demolition standard. Any phased occupancy will require a separate fire department permit.

DURING CONSTRUCTION

F14. **Shared Fire Protection Features that Cross Property Lines.** Prior to Building Permit Final, any EVAEs or fire protection equipment (including but not limited to fire service undergrounds, sprinkler piping, fire alarm equipment, fire pumps, ERRCS) that cross property lines or is not located on the parcel of the building it serves shall have a CC&R legally recorded detailing who is responsible for maintenance and repair of the EVAE or fire protection equipment.

F15. **Fire Protection Systems Before Occupancy.** Prior to any Certificate of Occupancy Issuance (temporary or permanent), fire-life safety systems installations must be fully installed, functional, and approved.

PARKS & RECREATION DEPARTMENT

PR1. This Project is a subdivision, and the Quimby Act provisions will apply. The project will generate an estimated 6,240 residents (2.4 persons/household x 2600 units). Based on the Quimby standard of 3.0 acres/1000 residents, the amount of public parkland required for this Project to mitigate the impact of the new resident demand is approximately 18.72-acres. The equivalent fee due in lieu of parkland dedication is $124,355,400.

PR2. Stormwater management for public parks and privately owned areas shall be separate and distinct– public areas shall not be used for private requirements and private areas shall not be used for public requirements.

PR3. Any in lieu fees imposed under this Chapter shall be due and payable to the City prior to issuance of a building permit for each dwelling unit.

PR4. Final calculations will depend upon the actual number and type of units and the mix of parkland dedicated and remaining fee due, at the discretion of the City.

PR5. Developer to present updated conceptual park plans at a future Parks & Recreation Commission (PRC) meeting for Commission and community input on the updated proposed park plan. Park plans as proposed are a conceptual plan.

PR6. The final Commission recommended, and Council approved, public park design will require review and approval of park construction plans by all City departments through

the City's online permitting portal (Accela). A separate permit will be issued for the park construction.

PR7. Developer to enter into a Park Improvement Agreement with the City which will be submitted to Council for approval and then recorded with the County before park construction begins.

PR8. Developer to enter into a Park Maintenance Agreement with the City which will be submitted to Council for approval and then recorded with the County before park construction begins. Developer to maintain public parkland in perpetuity is the preferred method for park maintenance.

PR9. The park shall be dedicated to City in fee title and should be free of all encumbrances.

PR10. When the park construction is completed, developer to provide City with GIS/Enterprise Asset Management System (EAMS) data (CAD file) for the public park. The base map and design elements/assets should meet the City data dictionary definitions for each asset.

PR11. There should be a minimum 10-foot set-back between the public park and the private buildings. The public will need access to the private buildings without walking through the public park. The access and outdoor space for the private building shall not be included in the calculation for the public park and shall not be within the public park parcel.

PR12. The public park must be programmed and constructed to the "Park Amenity & Design Standards" and City standards.

PR13. Follow City guidelines to service domestic water, recycled water, and electricity for the public park – lines should not cross between the public park and the private development.

PR14. Flood zone/FEMA designation information shall be taken into consideration with the design of the public parkland.

PR15. Reduce the pedestrian network areas crossing through the park – less hardscape and more area for recreation.

PR16. There is a distinction between open space and public parkland – these separate and distinct areas should be identified on the plan sheets with the correct labels.

PR17. Application for Private Recreation Amenity Credit.

a. According to City Code Section 17.35.070, a developer may submit a written request with the project application for a credit against the amount of parkland dedication or the amount of the in-lieu fee thereof.
b. Eligible on-site private park and recreation amenities shall be dedicated to Active Recreational Uses provided all requirements of Chapter 17.35 are met and provided such amenities are found to be in the public interest.

PR18. All residents shall have access to all amenities and all podium courtyards. If something else is intended, notify this Department to check for any effect on calculations.

PR19. The children's play area, for the public park and for the private amenity area, shall have separate areas serving ages 2-5 and 6-12 that include the six + one elements of play (climbing, balancing, spinning, brachiating, swinging, sliding, and running/free play/imagination) – see sample table below that will need to be submitted with park design plans. Equipment for one age group should be adjacent to the equipment for the other age group.

Park Playground

Elements of Play	Ages 2-5	Level of Play	*Proposed Capacity	Ages 6-12	Level of Play	*Proposed Capacity	Total Capacity
Balancing	2	B=1 I=1 A=0	9	2	B=0 I=1 A=1	15	24
Sliding	3	B=2 I=1 A=0	7	1	B=0 I=0 A=1	3	10
Brachiating	1	B=0 I=0 A=1	3	1	B=0 I=1 A=0	3	6
Spinning	0	B=0 I=0 A=0	0	1	B=0 I=1 A=0	5	5
Climbing	6	B=3 I=2 A=1	18	7	B=2 I=3 A=2	25	43
Swinging	2	B=2 I=0 A=0	2	2	B=2 I=0 A=0	2	4
Running/Free Play	2	N/A	21	4	N/A	22	43
Total:	16		60	18		75	135
Inclusive Play Elements	7	B=3 I=4 A=0	16	3	B=1 I=2 A=0	15	31

Level of Play:
B: Beginner I: Intermediate A: Advanced

PR20. Applicant to provide plan sheets with details on any proposed public parkland and private, on-site recreational amenity areas. Include an itemized list in a table format of what is contained in each area (i.e., number of BBQ grills, number of tables, description of the proposed agricultural and medicinal planting, required setbacks, etc.). Sample table shown here is to be used as an example and is not to be considered all inclusive:

SPACE/LOCATION	ELEMENT LISTED IN CITY CODE	TOTAL AREA – SQUARE FEET
Recreation Rm – 1st Floor	Element #8	xxx square feet
Roof Deck Community Garden	Element #4	xxx square feet - excludes x sq. ft. for 4 ft. perimeter setback
Family Picnic Area – 8th Floor	Element #5	000 square feet – excludes x sq. ft. for 4 ft. perimeter setback
Sport Court – ground floor	Element #6	xxx square feet

PR21. Dwelling Unit Tax. According to City Code Chapter 3.15, a dwelling unit tax is also due based upon the number of units and additional bedrooms. The unit mix is required to calculate the amount due.

PR22. Calculations may change if the number of units change, if any areas do not conform to the Ordinance and City Code Chapter 17.35, and/or if the fee schedule for new residential development fees due in lieu of parkland dedication changes before this Project is deemed complete by Planning.

POLICE DEPARTMENT

None.

PUBLIC WORKS DEPARTMENT - ENGINEERING

DESIGN—PRIOR TO BUILDING PERMIT ISSUANCE

E1. **Site Clearance.** Obtain site clearance through Public Works Department prior to issuance of Building Permit. Site clearance will require payment of applicable development fees. Other requirements may be identified for compliance during the site clearance process. Contact Public Works Department at (408) 615-3000 for further information.

E2. **Site Clearance.** The sanitary sewer (SS) discharge information (i.e., building use, square footage, point of connection to the public system, and 24-hour average and peak SS flow graphs for the peak day, showing average daily and peak daily SS flows) submitted by the developer was added to the City's Sanitary Sewer Hydraulic Model (SSHM) to determine if there is enough SS conveyance capacity in the SS trunk system to accommodate the proposed development. The SSHM output indicates that there should be enough SS conveyance capacity to accommodate the proposed development. The SSHM output may change based on pending development applications and future projects. The SSHM output does not guarantee or in any way reserve or hold SS conveyance capacity until developer has Final Approval for the project. For purposes of this condition, "Final Approval" shall mean the final vote of the City Council necessary for all entitlements to be approved, unless a legal challenge is brought to the Council decisions, in which case the Final Approval shall mean the final disposition of the legal challenge.

E3. **Easement.** Obtain City Council approval of a resolution ordering vacation of existing public easement(s), including the vacation of Democracy Way, proposed to be abandoned, if any, through Public Works Department, and pay all appropriate fees, prior to start of construction. Vacation of Democracy Way is subject to the sale of the City's easement rights as detailed in the Project's Development Agreement.

E4. **Subdivision Map.** After City Council approval of the Tentative Map, submit the Subdivision Map, prepared by a Licensed Land Surveyor or a Registered Civil Engineer with Land Surveyor privileges to the Engineering Department. The submittal shall include a title report, closure calculations, and all appropriate fees.

E5. **Encroachment Permit.** Developer shall complete the relocation of utilities within Democracy Way prior to City Council approval of a resolution ordering the vacation of Democracy Way street right-of-way and prior to recordation of the Final Map.

E6. **Subdivision Map.** If and when required per SVP requirements, pay appropriate fee through Public Works Department to initiate the processing of a Grant Deed or easement document, per SVP requirements, for dedication of electric substation to the City.

E7. **Site Clearance.** Applicant shall pay fair share fees as identified in the TIA.

DURING CONSTRUCTION

E8. **Encroachment Permit.** All work within the public right-of-way and/or public easement, which is to be performed by the Developer/Owner, the general contractor, and all subcontractors shall be submitted within a Single Encroachment Permit to be reviewed and issued by the City Public Works Department. Issuance of the Encroachment Permit and payment of all appropriate fees shall be completed prior to commencement of work, and all work under the permit shall be completed prior to issuance of occupancy permit.

E9. **Encroachment Permit.** Submit public improvement/encroachment permit plans prepared in accordance with City Public Works Department procedures which provide for the installation of public improvements directly to the Public Works Department. Plans shall be prepared by a Registered Civil Engineer and approved by the City Engineer prior to approval and recordation of final map and/or issuance of building permits.

E10. **Encroachment Permit.** Coordinate construction of utilities near Old Glory Lane and Old Ironsides Drive with developer(s) in the Patrick Henry Drive Specific Plan if construction timelines coincide.

E11. **Encroachment Permit.** Route sanitary sewer discharge to avoid Tasman lift station. Utilize existing sewer main at Old Glory Lane and Old Ironsides Drive.

E12. **Encroachment Permit.** Existing non-standard or non-ADA compliant frontage improvements shall be replaced with current City standard frontage improvements as directed by the City Engineer or his designee.

E13. **Encroachment Permit.** Damaged curb, gutter, and sidewalk within the public right-of-way along property's frontage shall be repaired or replaced (to the nearest score mark) in a manner acceptable to the City Engineer or his designee. The extents of said repair or replacement within the property frontage shall be at the discretion of the City Engineer or his designee.

E14. **Encroachment Permit.** Owner or designee shall provide a complete storm drain study for the 10-year and 100-year storm events. The grading plans shall include the overland release for the 100-year storm event and any localized flooding areas. System improvements, if needed, will be at developer's expense.

E15. **Encroachment Permit.** Sanitary sewer and storm drain mains and laterals shall be outside the drip line of mature trees or ten (10) feet clear of the tree trunk, whichever is greater, to the satisfaction of the City Engineer.

E16. **Encroachment Permit.** Provide root barriers when the drip line of the mature trees covers the sidewalk. Root barriers for sidewalk protection shall be 16' long or extend to drip line of the mature tree, whichever is greater, and be 1.5' deep, and centered on trees. Root barriers for curb and gutter protection shall be 16' long or extend to drip line of the mature tree, whichever is greater, and be 2' deep, and centered on trees.

E17. **Encroachment Permit.** For proposed sanitary sewer laterals 8" and greater, connect to existing manholes. For proposed 6" sanitary sewer laterals, use "Tap-Tite" connections. Property line manholes/clean-outs are required.

E18. **Encroachment Permit.** Existing streetlights shall be clear of proposed sidewalk, developer shall relocate as necessary.

E19. **Encroachment Permit.** Maintain required vertical height clearance from top of pavement to bottom of skybridge per Santa Clara Fire Department.

E20. **Easement.** Dedicate required on-site easements per phase for any new public utilities, and/or emergency vehicle access by means of subdivision map or approved instrument prior to request for certificate of occupancy.

E21. **Easement.** Dedicate sidewalk easements along the project frontage where public sidewalks extend into private property. Sidewalk easements are to be 1' behind proposed back of walk where there is landscaping behind sidewalk. Sidewalk easement where hardscape is behind sidewalk is to be at back-of-walk. Cold joint is required between public sidewalk and private hardscape.

E22. **Agreement.** Execute easement/right-of-way encroachment agreement for proposed private utilities within public easements/right-of-way. Record release of interest for easement/right-of-way encroachment agreements when no longer needed.

E23. **Agreement.** Execute release of interest for public right-of-way encroachment agreements and remove PVC conduits crossing Democracy Way (SC 15,643) and Patrick Henry Drive (SC 15,727).

E24. **Agreement.** If requested, owner or designee shall prepare and submit for City approval a maintenance plan for all sidewalk, curb and gutter, landscaping and irrigation system improvements installed within the public right-of-way prior to encroachment permit issuance. Such plan shall include at a minimum, maintenance requirements for trees and shrubs, in acknowledgement of developer's/property owner's obligation under Chapter 12.30 and 17.15.

E25. **Encroachment Permit.** Pavement treatment for portions of roadway frontage with proposed utility work prior to parcel development construction shall be slurry sealed with digouts in the interim. Final pavement treatment shall be per condition E26 below.

E26. **Encroachment Permit.** In conjunction with installation of off-site improvements, the entire width of Old Ironsides Drive and Patrick Henry Drive, and half width of Tasman Drive shall be 2" grind and overlay with dig outs.

E27. **Encroachment Permit.** Applicant is required to implement all recommendations as identified in the TIA.

E28. **Encroachment Permit.** Replace all street signs and curb markings along the project frontage.

E29. **Encroachment Permit.** Implement Pedestrian Master Plan Policy 2.A.3, 2.A.4, and 2.C.3: At the Tasman/Patrick Henry intersection, modify traffic signal by replacing existing Type 1 poles with Type 15TS poles (northwest, southeast, and southwest corners) and reduce curb radius on southeast corner of the intersection to 25' or mutually agreed upon radius to support turning movements (SE corner of the intersection is part of Kylli's project frontage). Modify intersection striping to install setback stop lines on all approaches.

E30. **Encroachment Permit.** Implement Pedestrian Master Plan Policy 2.A.3, 2.A.4, and 2.C.3: At the Tasman/Old Ironsides intersection, modify traffic signal by: replacing existing Type 1 pole with Type 15TS pole (northwest, southeast, northeast, and southwest corners) and reduce curb radius on southwest corner of the intersection to 25' or mutually agreed upon radius to support turning movements (SW corner of the intersection is part of Kylli's project frontage).Modify intersection striping to install setback stop lines on all approaches.

E31. **Encroachment Permit.** Implement Pedestrian Master Plan Policy 2.A.3, 2.A.4, and 2.C.3: Upon approval by SFPUC, at the Great America/Old Glory intersection, modify traffic

signal at southwest corner by replacing existing Type 1 pole with Type 15TS pole. Should SFPUC not approve any work within the southwest corner of the intersection, an equivalent improvement shall be provided to the City to the satisfaction of the City Engineer. In seeking SFPUC approval, the City will cooperate with the applicant to submit and process any SFPUC application for this work. The applicant will make commercially reasonable efforts to obtain SFPUC approval, but if the process takes more than a year from application submittal, applicant and City will meet and confer to determine the likelihood of success in the City Engineer's reasonable discretion.

E32. **Encroachment Permit.** Design and construct minimum 5-foot sidewalks along Patrick Henry Drive, Tasman Drive, and Old Ironsides Drive.

E33. **Encroachment Permit.** Install bike friendly storm drain inlet grates on Patrick Henry Drive, Tasman Drive, and Old Ironsides Drive.

E34. **Encroachment Permit.** All new driveways shall use City Standard Detail ST-8.

E35. **Encroachment Permit.** All new intersections shall construction curb returns with minimum 25-foot curb radius and Case A curb ramp per Caltrans Standard Plan A88A per Pedestrian Master Plan Policy 2.A.4.

E36. **Encroachment Permit.** Provide lighting on private roads to meet or exceed latest American National Standard Institute (ANSI)/Illuminating Engineering Society (IES) standards per the Pedestrian Master Plan.

E37. **Encroachment Permit.** All new driveways and intersections must comply with City's driveway triangle of safety requirements per City Standard Detail TR-9

E38. **Encroachment Permit.** On-street parking shall not be counted toward on-site parking requirements.

E39. **Encroachment Permit.** Applicant shall implement any improvements identified by VTA related to existing bus stops at three existing bus stops along the project frontage on Tasman Drive, Old Ironsides Drive, and Patrick Henry Drive.

E40. **Encroachment Permit.** Unused driveways in the public right-of-way shall be replaced with City standard curb, gutter, and sidewalk.

E41. **Encroachment Permit.** All traffic striping, messages and symbols shall be thermoplastic.

E42. **Encroachment Permit.** The project shall construct a 30-foot multi-purpose trail on the southern boundary of the project site between Patrick Henry Drive and Old Ironsides Drive. The trail shall include an approximately 12-foot landscape area on the north side of the trail. The trail shall include a 16-foot paved pathway with 2-foot shoulders. The trail shall include pedestrian-scale lighting to meet or exceed latest American National Standard Institute (ANSI)/Illuminating Engineering Society (IES) standards per the Pedestrian Master Plan.

E43. **Encroachment Permit.** On the east side of Patrick Henry Drive, between the future on-site multi-purpose trail and the future crosswalk and beacon on Patrick Henry Dive identified in the Patrick Henry Drive Specific Plan, construct an approximately 10-foot wide multi-purpose trail connection. Any deviation from the design shall be subject to approval by City Engineer. Should SFPUC not approve any work within Hetch-Hetchy right of way, applicant shall be responsible for constructing reasonable equivalent improvements in coordination with the City, to the satisfaction of the City Engineer. In seeking SFPUC approval, the City will cooperate with the applicant to submit and process any SFPUC

application for this work. The applicant will make commercially reasonable efforts to obtain SFPUC approval, but if the process takes more than a year from application submittal, applicant and City will meet and confer to determine the likelihood of success in the City Engineer's reasonable discretion. The cost of these improvements (including the actual and reasonable costs to process SFPUC approval) will be credited towards traffic fair share line item #25, "Hetch Hetchy trail (between Guadalupe River Pkwy & Great America Pkwy & between Patrick Henry Dr & Calabazas Creek Trail)".

E44. **Encroachment Permit.** Upon approval by SFPUC, on Old Glory Lane, between Old Ironsides Drive and Great America Parkway, construct an approximately 16-foot wide multi-purpose trail on the south side of the roadway on City right-of-way to connect the new multi-purpose trail on Kylli development to Great America Parkway. Any deviation from the design shall be subject to approval by City Engineer. The center median must be removed and reconstructed. Should SFPUC not approve any work within Hetch-Hetchy right of way, applicant shall be responsible for constructing equivalent improvements in coordination with the City, to the satisfaction of the City Engineer. In seeking SFPUC approval, the City will cooperate with the applicant to submit and process any SFPUC application for this work. The applicant will make commercially reasonable efforts to obtain SFPUC approval, but if the process takes more than a year from application submittal, applicant and City will meet and confer to determine the likelihood of success in the City Engineer's reasonable discretion. The cost of these improvements (including the actual and reasonable costs to process SFPUC approval) will be credited towards traffic fair share line item #25, "Hetch Hetchy trail (between Guadalupe River Pkwy & Great America Pkwy & between Patrick Henry Dr & Calabazas Creek Trail)".

E45. **Encroachment Permit.** On Tasman Drive, between City limits and Great America Parkway, restripe each direction of travel to include a minimum of a 5-foot Class II bike lane and two 11-foot vehicle lanes, any deviations subject to approval by City Engineer.

E46. **Encroachment Permit.** On Patrick Henry Drive, between Tasman Drive and the Patrick Henry Specific Plan boundary, construct a protected Class IV bike lane with bollards with two 8-foot bike lanes, two 10-foot vehicle lanes, and a 12-foot center two-way left turn lane to match the cross section within the approved Patrick Henry Drive Specific Plan. Any deviations to be approved by City Engineer.

E47. **Encroachment Permit.** On Old Ironsides Drive, between Tasman Drive and Old Glory Lane, construct a parking protected Class IV bike lane with two 8-foot bike lanes, two 10-foot vehicle lanes, and a 12-foot center two-way left turn lane to match the cross section within the approved Patrick Henry Drive Specific Plan. Any deviations to be approved by City Engineer.

E48. **Encroachment Permit.** Residential and Non-residential Class I bicycle parking spaces and Class II bicycle parking spaces shall be provided per the requirements in the adopted Santa Clara Zoning Code Update. Bicycle parking, as defined in Santa Clara Municipal Code 18.74.075, shall be conveniently accessible from the street, within 200 feet of a building entrance and/or highly visible area.

STREETS DIVISION

General Condition: The Streets Division deems the Rezone and General Plan Amendment complete, however, the Streets Division will need to review and approve the architectural review for these individual projects to ensure that they meet right-of-way landscape, solid waste and stormwater requirements. The plans provided for the rezone and GPA only included overall conceptual plans, which is not enough detail for Streets to provide an appropriate review.

Right of Way Landscape

DESIGN/PERFORMANCE PRIOR TO ISSUANCE OF BUILDING PERMIT

L1. Include City of Santa Clara Tree Preservation/City Arborist specifications on all improvement plans.

L2. Identify existing mature trees to be maintained. Prepare a tree protection plans for review and approval by the City prior to any demolition, grading or other earthwork in the vicinity of existing trees on the site.

L3. 2:1 tree replacement ratio required for all trees removed from site.

DURING CONSTRUCTION OR OPERATION

L4. No cutting of any part of ***public***, including roots, shall be done without securing prior approval of the City Arborist. Tree trimming/removal shall be done in accordance to the City of Santa Clara Tree Preservation/City Arborist specifications and with direct supervision of a certified arborist (Certification of International Society of Arboriculture).

PRIOR TO FINAL OF BUILDING PERMIT

L5. If 2:1 replacement ratio cannot be met for removal of right of way landscape trees, tree planting fee must be paid prior to building permit final.

DESIGN/PERFORMANCE PRIOR TO ISSUANCE OF BUILDING PERMIT

SW1. The applicant shall complete and provide the Post-Construction Solid Waste Generation Estimation and Collection Form, which includes the estimation of trash and recycling materials generated from the project. Use the City's Solid Waste Guidelines for New and Redevelopment Projects as specified by the development type. Contact the Public Works Department at Environment@SantaClaraCA.gov or (408) 615-3080 for more information.

SW2. The applicant shall provide a site plan showing all proposed locations of solid waste containers, chutes, compactors, trash enclosures and trash staging areas. The site plan shall show the route or access for trash and recycling collectors (trucks) including vertical clearance, turning radius and street/alley widths. All plans shall comply with the City's Solid Waste Guidelines. Solid metal roof, gates and a trench drain shall be installed within the trash enclosure and connected to the on-site sewer system.

SW3. For projects that involve construction, demolition or renovation of 5,000 square feet or more, the applicant shall comply with City Code Section 8.25.285 and recycle or divert at least sixty five percent (65%) of materials generated for discard by the project during demolition and construction activities. No building, demolition, or site development permit shall be issued unless and until applicant has submitted a construction and demolition debris materials check-off list. Applicant shall create a Waste Management

Plan and submit, for approval, a Construction and Demolition Debris Recycling Report through the City's online tracking tool at http://santaclara.wastetracking.com/.

SW4. This project is subject to the City's Accumulation, Transportation and Disposal of Solid Waste Ordinance (Chapter 8.25 of the Municipal Codes), which requires the handling and disposal of waste by authorized service haulers. Insert the General Notes for the Construction & Demolition (C&D) Waste Management into construction plans in accordance with the City's municipal codes prior to the issuance of a Building or Grading permit. Provide the Green Halo waste online tracking number to Building staff prior to the issuance of a demolition or building permit.

SW5. Project applicant shall contact the Public Works Department, Street Maintenance Division at (408) 615-3080 to verify if the property falls within the City's exclusive franchise hauling area. If so, the applicant is required to use the City's exclusive franchise hauler and rate structure for any hired debris boxes. Prior to the issuance of a Public Works clearance, the project applicant shall complete and sign the Construction and Demolition (C&D) / Waste Management Rules and Regulations Form.

DURING CONSTRUCTION OR OPERATION

SW6. Applicant to track all waste generated and upload debris tags to GreenHalo for City staff review.

PRIOR TO FINAL OF BUILDING PERMIT

SW7. Prior to obtaining a Temporary or Final Certificate of Occupancy, individual weight tickets for all materials generated for discard or reuse by the project during demolition and construction activities shall be uploaded to Green Halo and submitted for review and approval by Environmental Services. At a minimum two (2) weeks review time is required.

Stormwater

DESIGN/PERFORMANCE PRIOR TO ISSUANCE OF BUILDING PERMIT

ST1. Prior to City's issuance of Building or Grading Permits, the applicant shall develop a Final Stormwater Management Plan, update the C.3 Data Form, the Special Project Narratives and Worksheet (as appropriate), and an Erosion and Sediment Control Plan.

ST2. The Final Stormwater Management Plan and all associated calculations shall be reviewed and certified by a qualified 3rd party consultant from the SCVURPPP List of Qualified Consultants, and a 3rd party review letter (on design) shall be submitted with the Plan.

ST3. For project that disturbs a land area of one acre or more, the applicant shall provide a copy of the Notice of Intent (NOI) with WDID number for coverage under the State Construction General Permit. Active projects with NOI will be inspected by the City once per month during the wet season (October – April).

ST4. The applicant shall incorporate Best Management Practices (BMPs) into construction plans and incorporate post-construction water runoff measures into project plans. Include the SCVURPPP Countywide Construction BMPs Plan Sheet with the plans. Applicant to add Source control measures with designations from C.3 stormwater handbook, Appendix H.

ST5. Include the C.3 Treatment Facilities Construction Notes on the Improvement Plans and/or Stormwater Control Plans.

ST 6. Include C.3 Stormwater Treatment Facilities Construction general notes on the improvement plans.

ST7. Decorative and recreational water features such as fountains, pools, and ponds shall be designed and constructed to drain to the sanitary sewer system only.

ST8. For single-family homes and other small projects that create and/or replace 2,500 – 10,000 square feet of impervious surface area, the applicant shall implement at least one of the following site design measures:

a. Direction of roof runoff into cisterns or rain barrels

b. Direction of roof, sidewalk, walkway, patio, driveway, or parking lot runoff onto vegetated areas

c. Construction of sidewalks, walkways, patios, bike lanes, driveways, and parking lots with permeable surfaces

Plans shall specify which site design measures are selected for the project and show the direction of flow from impervious surfaces to the selected site design measures. All measures shall meet the design criteria in the 2016 C.3. Stormwater Handbook, Appendix K: Standard Specifications for Lot-Scale Measures for Small Projects.

ST9. Interior floor drains shall be plumbed to the sanitary sewer system and not connected to the City's storm drain system.

ST10. Floor drains within trash enclosures shall be plumbed to the sanitary sewer system and not connected to the City's storm drain system.

ST11. The use of architectural copper is prohibited.

DURING CONSTRUCTION OR OPERATION

ST12. Applicant shall install biotreatment soil media that meets the minimum specifications as set forth in the SCVURPPP C.3 Stormwater Handbook. If percolation rate test of the biotreatment soil mix is not performed on-site, a certification letter from the supplier verifying that the soil meets the specified mix (the date of such document shall not be older than 3 months).

ST13. Stormwater treatment facilities must be designed, installed, and maintained to achieve the site design measures throughout their life in accordance to the SCVRUPPP C.3 Stormwater Handbook (Chapter 6 and Appendix C).

ST14. Any site design measures used to reduce the size of stormwater treatment measures shall not be installed for the project without the written approval from the City, installing the corresponding resizing of other stormwater treatment measures and an amendment of the property's O&M Agreement.

ST15. Developer shall install an appropriate stormwater pollution prevention message such as "No Dumping – Flows to Bay" on any storm drains located on private property.

ST16. All outdoor equipment and materials storage areas shall be covered and/or bermed, or otherwise designed to limit the potential for runoff to contact pollutants.

PRIOR TO FINAL OF BUILDING PERMIT

ST17. As-Built drawing shall be submitted to the Public Works Department.

ST18. Applicant shall schedule and City shall conduct a final C.3 inspection.

ST10. Permeable Pavement, Media Filter vaults, Interceptor Trees and Trash Full Capture Devices shall be inspected by a third-party reviewer and/or manufacturer representative for conformance with the details and specifications. If necessary, percolation test shall be performed to ensure proper installation. A map displaying the number, location and details of full trash capture devices shall be prepared as an attachment to the Operations and Maintenance (O&M) Agreement with the City.

ST11. The property owner shall enter into an Operation and Maintenance (O&M) Agreement with the City for all installed stormwater treatment measures and full trash capture devices in perpetuity. Applicants should contact Public Works Dept. - Environmental Services at (408) 615-3080 or Street@SantaClaraCA.gov for assistance completing the Agreement. For more information and to download the most recent version of the O&M Agreement, visit the City's stormwater resources website at http://santaclaraca.gov/stormwater. Inspection of permeable pavement, media filter vaults and full trash capture devices is to be done annually by December 31 of each year.

SILICON VALLEY POWER

SVP1. Maximum substation size shall not exceed 225 feet (long) x 120 feet (wide). Final dimensions are to be finalized as part of the detailed design efforts.

SVP2. Project Electric Load less than or equal to 2.5 MVA
Developer shall only be required to comply with this Part I of these Silicon Valley Power (SVP or Silicon Valley Power) conditions of approval; provided the projected electric load of the all phases of the project do not cumulatively exceed 2.5 MVA (as determined by Silicon Valley Power) ("2.5 MVA Threshold"). Silicon Valley Power will make the 2.5 MVA available for Developer's use at the project site only after Silicon Valley Power has reasonably determined the condition of approval of this Part I have been met. This 2.5 MVA will be subject to the conditions of approval of Part II (including, but not limited to, additional analysis under a transmission system impact study and any new conditions resulting from that study) when projected electric load of the project (as determined by Silicon Valley Power) exceeds the 2.5 MVA Threshold.

So long as Developer's project is at or below the 2.5 MVA Threshold, Developer shall comply with all condition of approval of Part II, except for the following: EL1, EL2, EL15 and EL43. For this Part I only, EL 27 is amended that condition is amended to read as following: "Developer shall pay all Developer fees per the City of Santa Clara's Municipal fee schedule for Electric fees."

SVP3. Project Electric Load greater than 2.5 MVA
Developer shall comply with Part II of these Silicon Valley Power conditions of approval when the projected electric load of the project (as determined by Silicon Valley Power) exceeds the 2.5 MVA Threshold. Silicon Valley Power will make electric power available for Developer's use at the project site only after Silicon Valley Power has reasonably determined the condition of approvals of this Part II have been met.

The amount and ramp rate will be set forth in a substation agreement or, if not applicable, a system impact study [Transmission and/or Distribution System] or such other study required by SVP.

Developer may seek an amendment of these conditions of approval when any of phase of the Project requires to undergo the City's architectural review process; however, no amendment shall be authorized by the City without (1) the completion of a new system impact study [Transmission and/or Distribution System] (2) compliance with any additional SVP requirements as may be applicable at that time) for the applicable phase; and (2) SVP's written approval. Any SVP-approved revisions of these conditions of approval will be based on the new system impact study [Transmission and/or Distribution System] and any other SVP requirements.

SVP4. Maximum substation size shall not exceed 225 feet (long) x 120 feet (wide). Final dimensions (within the maximum) are to be finalized as part of the detailed design efforts.

SVP5. Maximum substation parcel must be the final building dimensions plus a minimum of the 30 feet set back from the property line from the public ROW. All other property lines will have a 0' setback.

SVP6. Silicon Valley Power (SVP) design of distribution trenches around the site may require additional manholes for cable pulling. Trenches require 5' clearance on each side of the trench and the clearance/easement area cannot overlap with any bioretention areas, building foundations, trees, other utilities, etc.

SVP7. SVP design of services for each phase of the project will require an additional switch vault for any additional services. Each 12KV service can be loaded up to a maximum of 4.5MVA. The Applicant is to provide detailed demand loading for each phase/building to confirm the number of electric services required.

SVP8. SVP 12KV services cannot be paralleled and each service will require Applicant owned switchgear. Switchgear requires 10' clearance on the side of cable termination with 18' wide drive-up access from the nearest road. 5' clearance is required on all other sides of the gear.

SVP9. Applicant owned 12KV switchgear cannot be located inside the building unless otherwise approved by SVP management in writing.

SVP10. All SVP facilities should be 5' clear of trees and per SD1235. The more stringent shall apply.

SVP11. All streetlighting, low voltage & fiber conduits, pull boxes, & foundations shall be designed during the detail design phase.

SVP12. Applicant shall install a new distribution trench at its sole cost and expense along Tasman Drive if the existing SVP trench conflicts with the newly proposed improvements. SVP shall relocate the existing wires to the new trench prior to abandoning the existing facilities. Once the existing facilities are abandoned the Applicant may install the newly proposed improvements and/or remove the abandoned SVP facilities.

SVP13. SVP distribution lines will require connection to existing infrastructure. Final design to be established during building permits.

SVP14. Applicant shall provide a thermal backfill for heat dissipation around SVP conduits around the site. The necessity of a thermal backfill and the specific backfill material shall be determined during the design phase.

SVP15. Distribution site design (downstream of substation 12KV switchgear) assumes standard SVP substructure & SVP owned equipment specifications will be used for the project. If SVP determines site conditions do not allow for standard substructure and equipment to be utilized, Applicant shall work with SVP to design and place non-standard substructure. Applicant shall be responsible for additional costs in material procurement for material provided and installed by SVP, which will be recovered from Applicant through fees determined at the building permit stage, if applicable. Standard substructure is defined in UG1000 standard. Standard material for SVP that may be affected includes cable sizes (standard sized are: 1100AL 15KV Triplex & 1/0 AL 15KV Triplex Cable).

SVP16. Bio-retention areas cannot be in front of the substation parcel or within any SVP easements.

SVP17. Unless expressly stated otherwise or covered by a fee to be paid by Applicant, Applicant shall be responsible for all costs and expenses associated with fulfilling these conditions of approval.

SVP18. Parking or additional occupied (storage, retail, residential, etc.) space shall not be placed above or below the substation. Alternative use of roof for additional green space may be allowed.

SVP19. Clearances: (Make sure job notes do not conflict with SVP clearance requirements). Design deviations from stated clearances must be approved in advance by SVP in writing.

a. EQUIPMENT
    i. Ten (10) foot minimum clearance is required in front of equipment access doors. (UG1000 sheet 11)
    ii. Five (5) foot minimum clearance from pad is required on sides without equipment access doors. (UG1000 sheet 11)
    iii. Eighteen (18) foot minimum width shall be provided and maintained on one side of the equipment pad to allow an electric dept. line truck to drive up next to the pad for installation and maintenance of equipment. (UG1000 Sheet 11).
    iv. Barrier pipes are required only on sides accessible to vehicles. (UG1000 Sheet 12).
        1. Thirty (30) inches from side of equipment sides.
        2. Forty-Eight (48) inches in front of access doors.
            a. Barrier Pipes in front of access doors shall be removable.

b. CONDUITS

i. Five (5) foot minimum longitudinal clearance between new conduits or piping systems (open trench installation) and any existing or proposed SVP conduit system. This is for longitudinal. (UG1250 sheet 5)
ii. Twelve (12) inch minimum vertical clearance between new conduit/pipes installed perpendicular to existing SVP conduits for open trench installations. (UG1000 sheet 36, UG1250 Sheet 6)
iii. Three (3) foot six (6) inches clearance is required from poles for open trench installation. Exceptions are for riser conduit. (UG1250 Sheet 7)
iv. Three (3) foot minimum clearance is required between signposts, barrier pipes or bollards, fence posts, and other similar structures. (UG1250 sheet 10).
v. Five (5) foot minimum from new splice boxes, pull boxes, manholes, vaults, or similar subsurface facilities. (UG1000 sheet 8)
vi. 60 kV Transmission Lines are to be placed in a separate trench than 12kV or below
vii. Five (5) foot minimum clearance from walls, footings, retaining wall, landscape planter, tree root barrier or other subsurface wall or structure. (UG1250 sheet 9).
viii. Five (5) foot minimum clearance is required between fire hydrant thrust block. The thrust block extends 5' foot on either side of the fire hydrant in line with the radial water pipe connected to the hydrant.

c. VAULTS/MANHOLES
i. Ten (10) foot minimum clearance is required between adjacent Vaults or Manholes.
ii. Five (5) foot minimum clearance is required between adjacent conduits.
iii. Minimum 36" from face of curb, or bollards required.
iv. 60kV transmission Lines are to be placed in separate manholes than the 12kV lines

d. Poles (Electrolier, Guy Stub poles, service clearance poles, self-supporting steel poles and lighting poles.)
i. Three (3) foot six (6) inches clearance is required from poles for open trench installation. Exceptions are for riser conduit. (UG1250 Sheet 7)

e. Guy Anchors
i. Five (5) foot minimum clearance is required between center of anchor line and any excavation area. (UG1250 sheet 15).

f. Trees
i. OH 1230 for Overhead Lines
ii. SD 1235 for Tree Planting Requirements near UG Electric Facilities
iii. Trees or Bushes are not to be planted over 60kV transmission line trenches

SVP20. Applicant shall comply with the following SVP standards (as may be amended or supplemented.
a. Installation of Underground Substructures by Developers
b. UG1250 – Encroachment Permit Clearances from Electric Facilities
c. UG0339 – Remote Switch Pad
d. OH1230 – Tree Clearances From Overhead Electric Lines
e. SD1235 – Tree Planting Requirements Near Underground Electric Facilities
f. UG1225 – Pad mounted Equipment Clearances

SVP21. The Developer shall provide and install electric facilities per Santa Clara City Code chapter 17.15.210. Applicant to provide and install electrical substructure as defined on

SVP developer work drawings for parcel frontage improvements & service requirements for each building/parcel.

SVP22. Electric service shall be underground as required by SVP. See Electric Department Rules and Regulations for available services.

SVP23. Installation of underground facilities shall be in accordance with City of Santa Clara Electric Department standard UG-1000, latest version, and Santa Clara City Code chapter 17.15.050.

SVP24. Underground service entrance conduits and conductors shall be "privately" owned, maintained, and installed per City Building Inspection Division Codes. Electric meters and main disconnects shall be installed per Silicon Valley Power Standard MS-G7, Rev. 2.

SVP25. The developer shall grant to the City, without cost, all easements and/or right of way necessary for the provision of electric service to the property of the developer and for the installation of utilities (Santa Clara City Code chapter 17.15.110) as generally shown on the Vesting Tentative Map.

SVP26. If the "legal description" (not "marketing description") of the units is condominium or apartment, then all electric meters and services disconnects shall be grouped at one location, outside of the building or in a utility room accessible directly from the outside for SVP's 24/7 emergency access. If they are townhomes or single-family residences, then each unit shall have it's own meter, located on the structure. A double hasp locking arrangement shall be provided on the main switchboard door(s). Utility room door(s) shall have a double hasp locking arrangement or a lock box shall be provided. Utility room door(s) shall not be alarmed. Please refer to SVP rules and regulations section 9.A.6 "Meter Locations." Any deviations may be submitted to SVP for review & approval.

SVP27. If transformer pads are required, SVP requires an area of 17' x 16'-2", which is clear of all utilities, trees, walls, etc. This area includes a 5'-0" area away from the actual transformer pad. This area in front of the transformer may be reduced from a 8'-0" apron to a 3'-0", providing the apron is back of a 5'-0" min. wide sidewalk. Transformer pad must be a minimum of 10'-0 from all doors and windows, and shall be located next to a level, drivable area that will support a large crane or truck.

SVP28. All trees, existing and proposed, shall be a minimum of five (5) feet from any existing or proposed SVP facilities. Existing trees in conflict will have to be removed. Trees shall not be planted in PUE's or electric easements.

SVP29. Any relocation of existing electric facilities shall be at Developer's sole costs and expense.

SVP30. Applicant shall pay all Applicant fees per the City of Santa Clara's Municipal fee schedule for Electric fees. These fees are separate from any costs that are charged as part of the Substation Agreement.

SVP31. The Applicant shall perform, in accordance with current City standards and specifications, all trenching, backfill, resurfacing, landscaping, conduit, junction boxes, vaults, street light foundations, equipment pads and subsurface housings required for power distribution, street lighting, and signal communication systems, as required by the City in the development of frontage and on-site property. Upon completion of improvements satisfactory to the City, the Applicant will dedicate the improvement to the City subject to City's acceptance the work. The Applicant shall further install at his cost the service facilities, consisting of service wires, cables, conductors, and associated equipment necessary to connect Applicant to the electrical supply system of and by the City. After completion of the facilities installed by developer, the City shall furnish and install all cable, switches, street lighting poles, luminaries, transformers,

meters, and other equipment that it deems necessary for the betterment of the system (Santa Clara City Code chapter 17.15.210 (2)).

SVP32. Applicant shall comply with all applicable SVP rules, regulations, guidelines, and requirements, as may be amended from time to time.

SVP33. Non-Utility Generator equipment shall not operate in parallel with the electric utility, unless approved and reviewed by the Electric Engineering Division. All switching operations shall be "Open-Transition-Mode", unless specifically authorized by SVP Electric Engineering Division. A Generating Facility Interconnection Application must be submitted with building permit plans. Review process may take several months depending on size and type of generator. No interconnection of a generation facility with SVP is allowed without written authorization from SVP.

SVP34. Encroachment permits will not be signed off by Silicon Valley Power until Developers Work substructure construction drawing have been completed & signed off on by SVP.

SVP35. All SVP-owned equipment is to be covered by an Underground Electric Easement (U.G.E.E.) This is different than a PUE. Only publicly owned dry utilities can be in a UGEE. Other facilities can be in a joint trench configuration with SVP, separated by a 1' clearance, providing that they are constructed simultaneously with SVP facilities. See UG 1000 for details. Applicant shall provide SVP all U.G.E.E. required to cover all existing and new proposed facilities on the Applicant's project site.

SVP36. Proper clearance must be maintained from all SVP facilities in accordance with all applicable requirements, including a 5' clearance from the outer wall of all conduits. This is in addition to any UGEE specified for the facilities. Contact SVP before making assumptions on any clearances for electric facilities.

SVP37. Developer shall only locate transformer and switch devices outdoors. These devices MAY be placed 5' from an outside building wall, provided that the building wall in that area meets specific requirements. (See UG 1000 document for specifics) EXAMPLE: If there are any doors, windows, vents, overhangs or other wall openings within 5' of the transformer, on either side, then the transformer MUST be 10' or more away from the building. These clearances are to be assumed to be clear horizontally 5' in either direction and vertically to the sky.

SVP38. All existing SVP facilities, onsite or offsite, are to remain unless noted on an SVP's developer works drawing. It is the Developers' responsibility to maintain all clearances from equipment and easements. Developer should not assume that SVP will be removing any existing facilities without detailed design drawings from SVP indicating potential removals. Simply indicating that SVP facilities are to be removed or relocated on conceptual plans does not imply that this action has been approved by SVP.

SVP39. SVP does not utilize any sub-surface (below grade) devices in its system. This includes transformers, switches, etc.

SVP40. All interior meter rooms at ground level are to have direct, outside access through only ONE door. Interior electric rooms must be enclosed in a dedicated electric room and cannot be in an open warehouse or office space.

SVP41. Applicant shall comply with the requirements, as amended, for High-rise Metering and Multi-Floor Infrastructure requirements where applicable, including,

a. Refer to UG0250 – High Density Residential Metering Requirements
b. Refer to FO-1901 – Fiber Optic Splicing and Testing Methods

SVP42. In the case of podium-style construction, all SVP facilities and conduit systems must be located on solid ground (aka "real dirt"), and cannot be supported on parking garage ceilings or placed on top of structures.

SVP43. Notwithstanding SVP39, as determined by SVP in its sole discretion, if the SVP facilities and conduit systems are absolutely required to be on the podium or street above any Project building(s), Applicant shall meet SVP's design and installation

requirements and standards (as determined by SVP) and pay all related costs, including, without limitation, .the cost of conducting a study and future maintenance costs Applicant's share of the cost of maintenance of those facilities shall be determined by the study.

SVP44. Any proposed improvement that does not meet the requirement of the current SVP standard shall be reviewed and approved by SVP in advance in writing. Applicant shall be responsible for any cost associated with non-SVP standard equipment, including, but not limited to, design reviews, study, standard preparations, and testing. Applicant's share of the cost of maintenance of those facilities shall be determined by the study.

SVP45. Applicant shall contact SVP (CSC Electric Department) to obtain specific design and utility requirements that are required for building permit review/approval submittal.

SVP46. Developer's proposed project requires a new electric distribution substation to serve Applicant's load and transmission system improvements.

a. Applicant must enter into a Substation Agreement (in a such form and content required by SVP) with SVP for such substation no earlier than Developer, (1) receiving full entitlements from the City, including but not limited to a completed CEQA; (2) CAISO approval of projects required to serve Developer's project load; and (3) City Council adopted projects required to serve Developer's project load. This Substation Agreement shall have such terms and conditions as SVP may require and shall set forth Applicant's obligations with respect to supplying Applicant with initial interim electric power and then with permanent capacity and transmission infrastructure for the projects, including, without limitation, Applicant's payment of any applicable fees, costs, and expenses associated with Applicant's project.
    i. These conditions of approval do not commit the City to (1) serve Developer's electric load or (2) allocate any capacity to Developer.
b. Applicant shall coordinate and cooperate with City for the design, procurement, and construction of the substation; provided that, Applicant shall be responsible for all costs and expenses to the extent set forth in the Substation Agreement. City shall have no obligation to undertake the design, procurement, and construction of the substation prior to the execution of the Substation Agreement, Funding Agreement, and completion of such other SVP requirements.
c. Applicant shall (1) coordinate with SVP to design and construct and fund (a) a transmission line extension to connect the new substation with SVP's transmission system; (b) the reconductoring of the existing underground 60kV loop and associated facilities from San Tomas Aquino Creek to Mission Substation as specified in the Substation Agreement; and (2) comply with such other requirements in the applicable Transmission System Impact Study.
d. Upon their completion, SVP shall own, operate and maintain all City-owned Substation Facilities and Transmission Facilities, and all equipment therein.
e. Applicant convey in fee any and all property for substation site and all easements and other property rights necessary to construct, complete, operate and maintain the Substation Facilities.
f. Applicant is responsible for costs outlined in the Substation Agreement related to transmission facility extensions to service the substation facility.
g. SVP has performed an Interconnection Study (i.e, System Impact Study) to assess requirements of interconnection for the project. SVP may require an additional study as necessary. Requirements will consist of the following;
    i. The System capacity of SVP's electric transmission system require the following mitigation measures.

1. A portion of the existing NRS to Mission Transmission Line is to be reconductored to allow an initial load ramp up to 9MVA for the electric load of Applicant's project. The 9 MVA is solely to serve the electric load of Applicant's project and does not otherwise run with the land. The 9 MVA is subject to a ramp rate and reduction as set forth in the Substation Agreement.
2. The Applicant's project shall not have an electric load beyond 9MVA, unless an extensive transmission system rebalancing project, tentatively referred to as "Loop 1" is completed. SVP has no obligation to undertake or pay for Loop 1.
3. In the event SVP determines, in its sole and absolute discretion, to undertake Loop 1 Project and Applicant desires additional electric capacity beyond 9MVA, Applicant will be responsible for a portion of the costs of the Loop 1 transmission system improvements; provided the Applicant executes a funding commitment agreement in such form and substance required by SVP.
4. Applicant will have the option to fully fund Loop 1to accommodate Applicant's schedule.

ii. Determine when to include Applicant load ramp in SVP's load forecast to the California Energy Commission (CEC).

iii. Determine when Applicant will be allowed to energize facilities, and allowed ramp schedule.

h. Applicant has entered into a Funding Agreement with the City to fund pre-design work of the substation. The primary deliverable of the pre-design work was "Democracy Substation Feasibility Study." Upon approval Project entitlements and execution of a Substation Agreement, this will serve as a basis for the design of the substation and transmission line extension. The purpose of the Funding Agreement was for pre-design work only and is not in any way an endorsement of the project receiving entitlements from the City.

WATER & SEWER DEPARTMENT

W1. Recycled Water Use: Pursuant to Chapter 13.15, Water, Article IV. Regulation of Recycled Water Service and Use, of the Municipal Code, the project is required to use recycled water for all non-potable uses where recycled water is made available and where provided for by Recycled Water regulations. This project is required to extend and connect to the City's existing Recycled Water System.

W2. Potable Water Redundancy: For all onsite industrial water use that requires uninterrupted service, the project shall provide a potable water back-up supply source that complies with all recycled water separation requirements.

W3. Recycled Water Design: Each Recycled Water land use (irrigation, dual-plumbing, cooling system, industrial processes, etc.) shall have a separate metered service connection to the main. Applicant shall verify separations between all potable/fire lines and recycled water lines, pipe type, pipe depths, equipment types, warning lids, tags and signs.

W4. Onsite Recycled Water Review: The applicant shall submit all completed SBWR Proposed Use Request Applications to the Compliance Division of Water and Sewer Utilities at watercompliance@santaclaraca.gov for review and approval. All on-site recycled water plans shall be reviewed, approved, and signed by the City of Santa Clara, SBWR, and Department of Drinking Water. All three entities must individually review and approve a plan set for Final Approval. Contact the Compliance Division of Water and Sewer Utilities via email or by phone at (408) 615-2002 for more information

W5. On-site Recycled Water Construction: Construction and installation of all on-site recycled water system equipment shall not begin until the Compliance Division of Water and Sewer Utilities has approved the on-site recycled water design. Please note on-site designs are generally not the same as the Building Permit plans. On-site recycled water plans require SBWR and California State Water Resources Control Board, Division of Drinking Water signatures for final approval.

W6. On-site Recycled Water Inspection: Inspections are required at all on-site recycled water systems being installed prior to backfilling trenches or cover in walls and ceilings. Request a recycled water inspection by email watercompliance@santaclaraca.gov or call (408) 615-2002. Please provide the site location, SBWR project ID, and date and time preferences. These inspections are in addition to the Building Permit inspections.

a. Need to verify separations between all potable/fire lines and recycled water lines, pipe type, pipe depths, equipment types, warning lids, tags and signs.

W7. Recycled Water Main: The project shall replace all existing recycled water mains with new 12" DIP recycled water mains in all streets within or adjacent to the project site.

W8. Potable Water Main: The applicant shall replace all the existing water mains with new 12" DIP pipe water main in all streets within and adjacent to the project site.

W9. Encroachment Permit: Prior to issuance of Building Permits, the applicant shall submit an encroachment permit application and design plans for construction of water utilities that comply with the latest edition of the Water & Sewer Utilities Water Service and Use Rules and Regulations, Water System Notes, and Water Standard Details and Specifications. In addition, prior to the City's issuance of Occupancy, the applicant shall construct all public water utilities per the approved plans. The Water & Sewer Utilities will inspect all public water utility installations and all other improvements encroaching public water utilities.

W10. Utility Design Plans: Utility Design Plans shall indicate the pipe material and the size of existing water, recycled water and sewer main(s). The plans shall show the nearest existing fire hydrant and the two nearest existing water main line gate valves near the project area. The plans shall show meter and backflow configurations to scale and per City of Santa Clara Water & Sewer Utilities Standard Details. Note that all new water meters and backflow prevention devices shall be located behind the sidewalk in a landscape area. Fire hydrants should be located two feet behind monolithic sidewalk if sidewalk is present; two feet behind face of curb if no sidewalk is present, per City Std Detail 18. The plans shall provide the profile section details for utilities crossing water, sewer, or recycled water mains to ensure a 12” minimum vertical clearance is maintained.

W11. Utility Separations: Applicant shall adhere to and provide a note indicating that all horizontal and vertical clearances comply with State and local regulations. The applicant shall maintain a minimum 12” of vertical clearance at water service crossing with other utilities, and all required minimum horizontal clearances from water services: 10' from sanitary sewer utilities, 10’ from recycled water utilities, 8' from storm drain utilities, 5' from fire and other water utilities, 3' from abandoned water services, 5' from gas and electric utilities, and 5’ from the edge of the propose or existing driveway. For sanitary sewer, water, and recycled water utilities, the applicant shall maintain a minimum horizontal clearance of 10' from existing and proposed trees. If applicant installs tree root barriers, clearance from tree reduces to 5' (clearance must be from the edge of tree root barrier to edge of water facilities). No structures (fencing, foundation, biofiltration swales, etc.) allowed over sanitary sewer, potable water and/or recycled water utilities and easements.

W12. Separate Services: Applicant shall submit plans showing proposed water, recycled water, sanitary sewer, and fire services connected to a public main in the public right-of-

way to the satisfaction of the Director of Water & Sewer Utilities. Different types of water and recycled water use (domestic, irrigation, fire) shall be served by separate water services, each separately tapped at the water main. Tapping on existing fire service line(s) is prohibited. Approved backflow prevention device(s) are required on all potable water services.

W13. City Standard Meters and Backflows: All proposed meters and backflows for all water services shall meet the current City of Santa Clara Water & Sewer Utilities Standard Details. Plans shall show meter and backflow configurations to scale.

W14. Existing Services: The applicant must indicate the disposition of all existing water and sewer services and mains on the plans. If the existing services will not be used, then the applicant shall properly abandon these services to the main per Water & Sewer Utilities standards and install a new service to accommodate the water needs of the project. The applicant shall bear the cost of any relocation or abandonment of existing Water Department facilities required for project construction to the satisfaction of the Director of Water and Sewer Utilities.

W15. On-Site Storm Drain Treatment: Prior to issuance of Building Permit, the applicant shall submit plans showing any onsite storm water treatment system. The plan shall include a section detail of the treatment system. No water, sewer, or recycled water facilities shall be located within 5-feet of any storm water treatment system.

W16. Water Usage: Prior to the issuance of Building Permits, the applicant shall provide documentation of water usage so the Water Division can verify the appropriate size of all proposed water meters. Please note that if the existing water services are incapable of supplying the water needs to the site, the existing services shall be abandoned, and new separate dedicated water services shall be provided for each use (domestic and irrigation).

W17. Landscaping: All the landscaping for the project shall comply with the California Water Conservation in Landscaping Act, Government Code Section 65591 et. seq. All plants shall be either California native or non-invasive, low water-using or moderate water-using plants. High water-using plants and nonfunctional turf are prohibited.

W18. Prior to issuance of Building Permits, the applicant shall submit plan details for all water features (including but not limited to fountains and ponds) designed to include provisions for operating the system without City potable water supply and capable of being physically disconnected from source of potable water supply during City declared water conservation periods, to the satisfaction of the Director of the Water & Sewer Utilities. Decorative water features may be permanently connected to the City's recycled water supply.

W19. Easements: Prior to City's issuance of Building or Grading Permits, the applicant shall provide a dedicated water utility easement around the backflow prevention device onsite. The water utility easement for the water services and all other public water appurtenances shall be a minimum 15 feet wide and be adjacent to the public right-of-way without overlapping any public utility easement. Additionally, the applicant shall submit plans defining existing easements so Water Division can verify if there are any conflicts with proposed easements and water utilities.

W20. Underground Fire Permit: Prior to issuance of Building Permits, applicant shall submit an underground fire permit unless otherwise waived by the Fire Department. If fire flow information is needed, applicant shall coordinate with Water and Sewer Utilities Department, for fire flow information at (408)615-2000. A dedicated fire service line, with an approved backflow prevention device, shall be used for on-site fire hydrants. Fire service lines required for commercial and industrial use shall be sized appropriately per fire flow demand and code requirements.

W21. Record Drawings: Upon completion of construction and prior to the City's issuance of a Certificate of Occupancy, the applicant shall provide "as-built" drawings of the public water utility infrastructure prepared by a registered civil engineer to the satisfaction of the Director of Water & Sewer Utilities Department.

W22. Water Shortage Response Actions: Pursuant to the City of Santa Clara's Urban Water Management Plan, during times of drought or water shortage, the City implements water shortage response actions in accordance with the level of water shortage declared. All construction activities and all new irrigation connections are subject to the Water Shortage Response Actions in effect at the time of construction and connection of the irrigation service.

Water Shortage Response Actions for Stage 2 and higher include water use restrictions that limit the use of potable water such as:

a. prohibiting the installation of new potable water irrigation services. new irrigation connections, construction, and dust control.
b. restrict the use of potable water used for construction and dust control if recycled water is available.

This project is subject to all the requirements and restrictions of the Water Shortage Response Actions in place or adopted during the duration of the project. For more information, visit the City of Santa Clara Water & Sewer Utilities website at www.santaclaraca.gov/waterconservation.

ACKNOWLEDGEMENT AND ACCEPTANCE OF CONDITIONS OF APPROVAL

Permittee/Property Owner

The undersigned agrees to each condition of approval and acknowledges and hereby agrees to use the project property on the terms and conditions set forth in this permit.

Signature: _____

Printed Name: _____

Relationship to Property: _____

Date: _____

Pursuant to Santa Clara City Code 18.128.100, the applicant shall return this document to the Department, properly signed and dated, within 30-days following the date of the Acknowledgement.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA APPROVING A REZONING FROM HIGH-INTENSITY OFFICE/RESEARCH AND DEVELOPMENT (HO-RD) TO PLANNED DEVELOPMENT (PD) TO ALLOW A MIXED-USE DEVELOPMENT, OPTION B, PLANNING COMMISSION RECOMMENDATION LOCATED AT 4995 PATRICK HENRY DRIVE AND 3005 DEMOCRACY WAY, SANTA CLARA

PLN2018-13400 (Rezone)

WHEREAS, on October 17, 2017, Kylli, Inc., through its wholly-owned subsidiary Innovation Commons Owner, LLC ("Owner") made an application for a General Plan Amendment ("GPA") in connection with the redevelopment of a 48.6-acre site generally bounded by Tasman Drive, Patrick Henry Drive, Old Ironsides Drive, and the SFPUC Hetchy Hetchy Right of Way (APNs: 104-04-150, 104-04-142, 104-04-143, 104-04-151, 104-04-112, 104-04-113, 104-04-065, 104-04-111, 104-04-064), which is currently developed with four light industrial buildings and a parking lot ("Project Site");

WHEREAS, the Owner subsequently applied for a Planned Development ("PD") Rezoning to redevelop the 48.6 acre site with up to 4,913,000 gross square feet of new development, including up to 1,800 units (approximately 1.8 million square feet of residential uses), up to 3 million square feet of office/research-and-development ("R&D"), approximately 100,000 square feet of retail, and approximately 10,000 square feet of childcare facilities; a Vesting Tentative Subdivision Map to subdivide the property into five lots with up to three parcels for future parkland dedication and potential residential and commercial condominium purposes and to vacate Democracy Way; and a Development Agreement (collectively, along with the GPA, the "Project"), as shown on the Exhibit "PD Development Plans," attached hereto and incorporated herein by this reference;

WHEREAS, a rezone of the property to PD is required to allow creative development standards for site and building design, that are not otherwise allowed in standard zoning districts, to construct the proposed mixed-use development;

WHEREAS, in conformance with CEQA, the Environmental Impact Report ("EIR") prepared for the

Project was noticed and circulated for a 45-day public review period from November 17, 2023 to January 2, 2024;

WHEREAS, in addition to the Project, the EIR studied the Reduced Office/Increased Housing Alternative, which assumed the development of 800 multi-family housing units in Area C (for a total of up to 2,600 housing units for the entire Project) instead of approximately 789,000 gsf of office/R&D space, but otherwise maintained all other land use and developments assumptions of the Project.

WHEREAS, the City prepared a Final Environmental Impact Report ("FEIR"), including Attachment 3 to the FEIR analyzing the Office/R&D – Residential Flex option for the Planned Development zoning, which would permit development of up to 800 additional residential units in Area C (for a total of 2,600 units for the Project), or a mix of residential and office/R&D uses in Area C, with a corresponding reduction in square footage of office/R&D uses and a proportional increase in deed-restricted affordable residential units in Area C ("Revised Project"), as shown in Exhibit "PD Development Plans: Revised Project" to Resolution No. _____;

WHEREAS, on November 6, 2024, the Planning Commission conducted a duly noticed public hearing to consider the proposed rezone, at the conclusion of which, the Planning Commission voted to recommend approval to the City Council;

WHEREAS, the Planning Commission's vote included adding the following condition to the Rezone Conditions of Approval:

The City encourages the Owner and any contractors or subcontractors working on the project to evaluate hiring local labor, hiring from or contributing to approved, accredited apprenticeship programs, increasing resources for labor compliance, and providing living wages during the development of this Project.

WHEREAS, on November 7, 2024, notices of the November 19, 2024 public hearing were mailed to all property owners within one quarter-mile of the Project Site, according to the most recent assessor's roll;

WHEREAS, on November 6, 2024, notice of the November 19, 2024 public hearing was published in the ***Santa Clara Weekly***, a newspaper of general circulation for the City;

WHEREAS, on November 19, 2024, the City Council held a public hearing to consider the proposed rezoning and related applications, at which time all interested persons were given an opportunity to provide testimony and the Council considered the information presented in the Staff Report, and all verbal and written evidence.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. That the City Council hereby rezones the Project Site from High-Intensity Office/Research and Development ("HO-RD") to Planned Development ("PD") to allow the development of the Revised Project, as shown on the attached PD Development Plans for the Revised Project and conditioned as specified in the attached Conditions of Rezoning Approval, incorporated herein by this reference.

3. Pursuant to SCCC Section 18.142.040, the City Council determines that the following findings exist in support of the rezoning:

A. The existing zoning is inappropriate or inequitable, in that the existing zoning for the Project Site does not allow for mixed-use development. A PD zoning of the Project Site to allow mixed-use development would implement the General Plan's Land Use and Housing goals and policies to provide housing in proximity to existing residential, neighborhood and community commercial uses, support services, local and regional transit facilities, outdoor open space and recreation areas.

B. The proposed zone change will conserve property values, protect or improve the existing character and stability of the area in question, and will promote the orderly and beneficial development of such area, in that the Project would redevelop underutilized industrial parcels to provide housing and commercial opportunities for the north Santa Clara Area, which support the

City's Housing Goals and assist the City in achieving Regional Housing Needs Allocation ("RHNA") targets for production of affordable housing units as mandated by the State, and in accordance with the City's Affordable Housing ordinance.

C. The proposed zone change is required by public necessity, public convenience, or the general welfare of the City in that the proposed zone change would allow for high density mixed-use development, public parkland, private open space, and community use. Construction of the Revised Project would contribute to the City's housing inventory and would assist in production of housing units to achieve RHNA targets as mandated by the State.

D. The proposed zone change would allow imaginative planning and design concepts to be utilized that would otherwise be restricted in other zoning districts, in that the proposed zone change would allow flexibility in the development standards such as increased building height and reduced building setbacks, in order to provide high density uses with private and rooftop common open space, and also provide community uses.

4. That based on the findings set forth in this resolution and the evidence in the City Staff Report, EIR and MMRP, the City Council hereby rezones the Project Site to allow redevelopment of the 48.6 acre site with up to 4,913,000 gross square feet of new development, including up to 2,600 units (up to 1,800 units in area D, approximately 1.8 million square feet of residential uses), and up to 800 units in Area C with corresponding reduction in office/R&D uses in Area C), up to three million square feet of office/research-and-development (R&D), approximately 100,000 square feet of retail, and approximately 10,000 square feet of childcare facilities, as shown on the attached PD Development Plans for the Revised Project and conditioned as specified in the attached Conditions of Rezoning Approval for the Revised Project.

5. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 19TH DAY OF NOVEMBER, 2024, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:
NOES:	COUNCILORS:
ABSENT:	COUNCILORS:
ABSTAINED:	COUNCILORS:

ATTEST: _____

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

1. Rezone Conditions of Approval - Revised Project
2. PD Development Plans - Revised Project
S:\Attorney\RESOLUTIONS\Form Resolution-City.doc

Attachments incorporated by reference:

Conditions of Planned Development Rezoning Approval (Option B – Revised Project)

PLN2018-13400 / 4995 Patrick Henry Drive and 3005 Democracy Way

Project Description: Planned Development Rezoning Rezone to PD, and Architectural Review for the proposed Mission Point project including up to 3,000,000 sf of office, 100,000 sf of retail, 2,600 housing units (including up to 1,800 housing units in Area D and, with a corresponding reduction to office/R&D uses in Area C, up to 800 housing units in Area C) on a 48-acre site.

GENERAL

G1. **Effective Date**. This Permit shall only become effective at such time as the General Plan Amendment, PD Zoning, and Development Agreement have been adopted by the Decision-making body and have taken effect.

G2. **Conformance with Plans.** Prior to the issuance of Building Permit, the development of the site and all associate improvements shall conform to the approved plans on file with the Community Development Department, Planning Division. No change to the plans will be made without prior review by the Planning Division through approval of a Minor Amendment or through an Architectural Review, at the discretion of the Director of Community Development or designee. Each change shall be identified and justified in writing.

G3. **Conditions on Plans.** All conditions of approval for this Permit shall be reprinted and included within the first three sheets of the building permit plan sets submitted for review and approval. At all times these conditions of approval shall be on all grading and construction plans kept on the project site.

G4. **Necessary Relocation of Public Facility.** If relocation of an existing public facility becomes necessary due to a conflict with the developer's new improvements, then the cost of said relocation shall be borne by the developer.

G5. **Indemnify and Hold Harmless.** The owner or designee agrees to defend and indemnify and hold City, its officers, agents, employees, officials and representatives free and harmless from and against any and all claims, losses, damages, attorney's fees, injuries, costs, and liabilities from any suit for damages or for equitable or injunctive relief which is filed by a third party against the City by reason of its approval of owner or designee's project.

G6. **Code Compliance.** The construction permit application drawings submitted to the Santa Clara Building Division shall include an overall California Building Code analysis; proposed use and occupancy of all spaces (CBC Ch. 3), all building heights and areas (CBC Ch. 5), all proposed types of construction (CBC Ch. 6), all proposed fire and smoke protection features, including all types of all fire rated penetrations proposed (CBC Ch. 7), all proposed interior finishes fire resistance (CBC Ch. 8), all fire protection systems proposed (CBC Ch. 9), and all means of egress proposed (CBC Ch. 10). Noncombustible exterior wall, floor, and roof finishes are strongly encouraged.

a. During construction retaining a single company to install all fire related penetrations is highly recommended.
b. The grade level lobbies shall be minimum 1-hour rated all sides and above.
c. All stair shafts shall be minimum 1-hour rated.
d. All elevator shafts shall be minimum 1-hour rated.
e. All trash chute shafts shall be minimum 1-hour rated.
f. Recommendation: provide minimum two trash chutes; one for recyclables, one for trash, each trash chute to be routed down to a grade level trash collection room.
g. Any trash rooms shall be minimum 1-hour rated all sides and above.

G7. **Building Codes as Amended.** See Title 15 of the Santa Clara City Code for any amendments to the California Building Codes.

G8. **Reach Codes.** This project is subject to the provisions of the City of Santa Clara 2022 Reach Code, effective January 2022. See Ordinance No. 2034 and/or Title 15 of the Santa Clara City Code.

h. Chapter 15.36 – Energy Code for "all electric" provisions for new construction.
i. Chapter 15.38 – Green Building Code for additional Electric Vehicle Charging requirements for new construction.

G9. Comply with all applicable codes, regulations, ordinances and resolutions.

G10. The City encourages the Owner and any contractors or subcontractors working on the project to evaluate hiring local labor, hiring from or contributing to approved, accredited apprenticeship programs, increasing resources for labor compliance, and providing living wages during the development of this Project.

COMMUNITY DEVELOPMENT – PLANNING DIVISION
DESIGN / PERFORMANCE– PRIOR TO BUILDING PERMIT ISSUANCE

P1. **Roof Mounted Mechanical Equipment.** All roof mounted mechanical equipment shall be placed within a screened roof top enclosure depicted on the elevation drawings or located below the parapet level and shall not be visible from the ground at any distance from the building. Cross section roof drawings shall be provided at the building permit stage indicating the relative height of the screen wall or parapet. Minimum screen height or parapet depth shall be five feet or greater to match the height of any proposed equipment.

P2. **Tree Replacement (on-site).** Protected trees permitted by the City for removal shall be replaced on-site at a 2:1 ratio for 24-inch box trees, 4:1 for 15-gallon trees, or 1:1 for dead trees. (SCC 12.35.090).

P3. **Construction Management Plan.** The owner or designee shall submit a construction management plan addressing impacts to the public during construction activities including: showing work hours, noticing of affected businesses, construction signage, noise control, storm water pollution prevention, job trailer location, contractor parking, parking enforcement, truck hauling routes, staging, concrete pours, crane lifts, scaffolding, materials storage, pedestrian safety, and traffic control. The plan shall be submitted to the Director of Community Development or designee for approval prior to issuance of demolition and building permits.

DURING CONSTRUCTION

P4. **Construction Hours.** Construction activity shall be limited to the hours of 7:00 a.m. to 6:00 p.m. weekdays and 9:00 a.m. to 6:00 p.m. Saturdays for projects within 300 feet of a residential use and shall not be allowed on recognized State and Federal holidays. Construction activities occurring outside of the City's allowed construction hours would need to comply with the City's exterior noise limits per Section 9.10.040 of the City Code.

P5. **Construction Trash/Debris.** During construction activities, the owner or designee is responsible for collection and pick-up of all trash and debris on-site and adjacent public right-of-way.

P6. **Landscape Water Conservation.** The owner or designee shall ensure that landscaping installation meets City water conservation criteria in a manner acceptable to the Director of Community Development.

OPERATIONAL CONDITIONS

P7. **Landscaping Installation & Maintenance.** The owner or designee shall ensure that the landscaping installed and accepted with this project shall be maintained on the site as per the approved plans. Any alteration or modification to the landscaping shall not be permitted unless otherwise approved by the Director of Community Development.

P8. **Landscaping.** The owner or designee shall maintain the front yard landscaping between the house and sidewalk. New landscape areas of 500 square feet or more or rehabilitated landscape of 2,500 square feet or more shall conform to the California Department of Water Efficient Landscape Ordinance.

P9. **Transportation Demand Management (TDM) Program (Non-Residential Project).** The owner or designee shall implement the project TDM program that includes elements to reduce vehicle miles traveled (VMT) by 25 percent in the aggregate per the City's 2022 Climate Action Plan. A final TDM plan shall be submitted to the Director of Community Development or designee prior to Building Permit Final by the Planning Division. The property owner or designee shall monitor the project TDM program and submit an annual report to the Director of Community Development or designee. Monitoring and reporting requirements may be revised in the future if the minimum reduction is not achieved through the measures and programs initially implemented.

P10. **Transportation Demand Management (TDM) Program (Residential Project).** The owner or designee shall implement the project TDM program that includes elements to reduce vehicle miles traveled (VMT) by 20 percent with 10% through active TDM measures in the aggregate at full build out per the City's 2022 Climate Action Plan. A final TDM plan shall be submitted to the Director of Community Development or designee prior to Building Permit Final by the Planning Division. The property owner or designee shall monitor the project TDM program and submit an annual report to the Director of Community Development or designee. Monitoring and reporting requirements may be revised in the future if the minimum reduction is not achieved through the measures and programs initially implemented.

P11. **Transportation Management Association (TMA).** At any time after building permits have been issued for the Project and within two years of the formation of a TMA for the North Santa Clara area (comprising neighborhoods north of Highway 101) led by property

owners that are pursuing specific development proposals within the area, employers or other entities, join the TMA and pay a prorata share of TMA operational costs. The main purpose of the TMA is to fund and operate the local shuttle service or micro-transit solution, and may help to implement, coordinate and manage VMT-reduction programs as determined appropriate by the TMA members, between multiple properties and lead information and marketing campaigns to support behavior change.

MITIGATION MEASURES

P12. **Mitigation Monitoring and Reporting Program.** The Mitigation Monitoring and Reporting Program (MMRP), prepared for this project in compliance with the California Environmental Quality Act (CEQA), shall be incorporated by reference as conditions of approval. The applicant shall comply with all specified mitigation measures in the timelines outlined in the project's MMRP.

COMMUNITY DEVELOPMENT - BUILDING DIVISION

DESIGN / PERFORMANCE– PRIOR TO BUILDING PERMIT ISSUANCE

BD1. **Addressing.** Prior to overall construction permit application, submit to the Santa Clara Building Division, 2 copies of an addressing diagram request, to be prepared by a licensed architect or engineer. The addressing diagram(s) shall include all proposed streets and all building floor plans. The addressing diagram(s) shall conform to Santa Clara City Manager Directive #5; Street Name and Building Number Changes, and Santa Clara Building Division Address Policy For Residential and Commercial Developments. The addressing diagram(s) shall indicate all unit numbers to be based off established streets, not alleys nor access-ways to garages. Allow a minimum of 10 working days for initial staff review. Please note city staff policy that existing site addresses typically are retired. Provide digital pdf printed from design software, not scanned from printed paper sheet.

a. Any building or structure that is demolished shall have its address retired and a new address/s shall be issued for the project.

BD2. **Flood Zone.** The construction permit application drawings submitted to the Santa Clara Building Division shall include a copy of the latest Federal Emergency Management Agency (FEMA) Flood Zone Map: https://msc.fema.gov/portal/home. The project drawings shall indicate how the project complies with the Santa Clara Flood Damage Prevention Code.

a. FEMA Flood Zone map designations and requirements are based on the map in effect at date of Building Permit issuance.

BD3. **Water Pollution Control.** The construction permit application drawings submitted to the Santa Clara Building Division shall include Santa Clara Valley Urban Runoff Pollution Prevention Program Low Impact Development (LID) practices http://www.scvurppp-w2k.com/nd_wp.shtml. All projects that disturb more than one acre, or projects that are part of a larger development that in total disturbs more than one acre, shall comply with the Santa Clara Valley Urban Runoff Pollution Prevention Program Best Management Practices (BMP): http://www.scvurppp-w2k.com/construction_bmp.shtml, and shall provide a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer (QSD). All site drainage and grading permit applications submitted to the Santa

Clara Building Division shall include a city of Santa Clara "C3" data form, available on this web page:

- https://www.santaclaraca.gov/our-city/departments-g-z/public-works/environmental-programs/stormwater-pollution-prevention and will be routed to a contract consultant for review.

BD4. **Submittal Requirements.** The overall project construction permit application shall include the geotechnical, architectural, structural, energy, electrical, mechanical, and plumbing drawings and calculations. Prior to the issuance of the overall project construction permit, a conditions of approval review meeting must be held in city hall, which meeting must be attended by the on-site field superintendent(s). The meeting will not be held without the attendance of the on-site field superintendent(s). The on-site grading permit shall be a separate permit application to the Building Division.

DURING CONSTRUCTION

BD5. **Temporary Certificates of Occupancy.** Temporary Certificates of Occupancy (TCO) will not be routinely issued and will be considered on a very limited basis only when there is a clear and compelling reason for city staff to consider a TCO. A TCO will be approved only after all applicable City staff have approved in writing; Planning, P.W./ Engineering, Fire Prev., Santa Clara Water, Silicon Valley Power, and any other applicable agencies such as the Santa Clara County Health Dept., with the Building Division being the final approval of all TCO.'s.

COMMUNITY DEVELOPMENT - HOUSING DIVISION

H1. In accordance with the Santa Clara City Code chapter 17.40, this project is subject to the following affordable housing requirements and impact fee:

The requirement for the for-sale residential and rental residential development is as follows:

(a)Unless the City Council approves an alternate method of compliance pursuant to section (b) below, the Applicant shall provide not less than fifteen percent (15%) of the proposed units to affordable households made available at affordable housing cost or affordable rent to extremely low, very low, low and/or moderate-income households so long as the distribution of affordable units averages to a maximum of 100 percent Area Median Income. Prior to issuance of Building Permits, the Developer shall enter into an Affordable Housing Agreement (AHA) with the City that will determine the affordable rents and apply all terms and covenants guaranteeing the prescribed affordability, to the satisfaction of the Director of Community Development. There will be a fee for the AHA preparation in the amount of $5,868 rental development and $4,205 for for-sale development, that will be due prior to execution of the AHA. Additionally, there is an annual monitoring fee per affordable rental unit in the amount $127.

Payment of an Impact Fee for nonresidential development based on the square footage of the proposed project. The current impact fees for an Office building greater than

20,000 square foot shall have an impact fee of $28.79 per sf and Retail shall have an impact fee of $7.20 per sf.

Please note all fees are based on the current Municipal Fee Schedule in effect at the time the project is approved and must be paid prior to the issuance of the occupancy certificate of the building.

(b)In the alternative, the City Council may, in its sole discretion, authorize the Applicant to utilize an alternate means of compliance pursuant to SCCC § 17.40.080(g) through the execution of a development agreement. In order to utilize such an alternative, such Development Agreement must be fully executed prior to issuance of Building Permits. If no Development Agreement has been executed at the time Building Permits are issued, then section (a) above shall apply.

FIRE DEPARTMENT

DESIGN / PERFORMANCE—PRIOR TO BUILDING PERMIT ISSUANCE

F1. **Hazmat Clearance.** Prior to any Building Permit issuance, Hazardous Materials Closure (HMCP) is required as applicable: This is a permit is issued by the Santa Clara Fire Department, Fire Prevention & Hazardous Materials Division. Hazardous materials closure plans are required for businesses that used, handled or stored hazardous materials. While required prior to closing a business this is not always done by the business owner, and therefore should be part of the developer's due diligence. The hazardous materials closure plans demonstrate that hazardous materials which were stored, dispensed, handled or used in the facility/business are safely transported, disposed of or reused in a manner that eliminates any threat to public health and environment.

F2. **Hazmat Clearance.** Prior to any Building Permit Issuance, a Phase II environmental assessment is required to be submitted to CRRD for review. If hazards are present that require site mitigation, cleanup, or management of chemical contaminants in soil, soil vapor, or groundwater a separate permit from one of the regulatory agencies below will be required. The type and extent of contamination on site(s) will govern which of the regulatory agencies noted below can supervise the cleanup: Department of Toxic Substances Control (DTSC); State Water Resources Control Board; or Santa Clara County, Department of Environmental Health.

If the project intends to contract with a State or County Agency for onsite/offsite environmental remediation activities the following documentation shall be provided to the Fire Prevention & Hazardous Materials Division prior to issuance of a Building Permit for demolition or grading: Oversight agency case number; and Oversight mangers contact name, phone number.

For smaller projects that are not moving soil at all, a Phase I environmental assessment may be adequate. Please contact Assistant Fire Marshal Fred Chun at fchun@santaclaraca.gov for more information.

F3. **Fire Flow Requirement.** Prior to Building Permit Issuance, provide documentation from the City of Santa Clara Water & Sewer Department that the minimum required fire-flow can be met. Fire Department fire-flow will be based on the current California Fire Code and local ordinance. The most restrictive departments requirement shall apply.

F4. **Fire Hydrants.** Prior to Building Permit Issuance, building plans shall show the required number, location and distribution of fire hydrants for the buildings will be based on the current California Fire Code, Appendix C as amended. The required number of fire hydrants will be based on the fire-flow before the reduction for fire sprinklers. Both public and private fire hydrants may be required.

F5. **Fire Department Access.** Prior to Building Permit Issuance, a five-foot all-weather perimeter pathway around the entire perimeter of the buildings to facilitate firefighter access is required to be incorporated into the Building permit submittal.

F6. Fire Department Access. Prior to the issuance of the Building Permit, approval for fire department apparatus access roads is required. Roadways must be provided to comply with all the following requirements:

F7. Fire apparatus access roadways shall be provided so that the exterior walls of the first story of the buildings are located not more than 150 feet from fire apparatus access as measured by an approved route around the exterior of each building. In addition, aerial apparatus roadways must be located so aerial apparatus will have clear access to the "entire" face/sides of the building. The minimum number of sides is project-specific and depends on the building configuration, building design, occupancy, and construction type, etc. As part of Building Permit Issuance, an alternative materials, design, and methods of construction and equipment permit application will need to be submitted for review and approval incorporating applicable mitigation measures as determined by the fire department for the lack of compliance. Please note acceptable mitigation methods may have been discussed during the planning stage. Those mitigations are not guaranteed until a formal alternate means permit is submitted concurrently with the Building Plans. Conversely, an acceptable mitigation method may not have been discussed and will be evaluated under an alternate means permit at the building permit stage.

- For underpasses, garages, gates, or anything similar that a Fire apparatus is required to drive under as part of the emergency vehicle access, 16 feet vertical clearance will be required. For all other areas, the "minimum" unobstructed vertical clearance shall not be less than 13 feet 6 inches.

<u>or</u>

- For all other areas, the "minimum" unobstructed vertical clearance shall not be less than 13 feet 6 inches.

- The "minimum" width of aerial roadways for aerial apparatus is 26 feet.

- The minimum inside turning radius shall be 30 feet.

- The “minimum” width of roadways for aerial apparatus is 26 feet. Aerial access roadways shall be located a minimum of 15 feet and a maximum of 30 feet from the protected building. This requirement is only applicable when Appendix D of the Fire Code is enforceable.

- Overhead utility and power lines easements shall not be located over fire apparatus access roads or between the aerial fire apparatus roads and the buildings to avoid the possibility of injury and equipment damage from electrical hazards.

- Fire apparatus access roadways shall be all-weather surface(s) designed to support a gross vehicle weight of 75,000-pounds.

- Trees at full development must not exceed 30 feet in height and not impair aerials apparatus operations to sweep opposing sides of a building. Other obstructions such as site lighting, bio-retention, and architectural features are reviewed case-by-case to ensure they do not obstruct aerial and ground ladder access.

- Traffic control/calming devices are not permitted on any designated fire access roadway unless approved. A separate Fire Department permit is required for any barrier devices installed alone fire department apparatus access roads.

Prior to any Building Department Issuance, all fire department apparatus access roadways on private property are required to “be recorded” with the County of Santa Clara as Emergency Vehicle Access Easements (EVAE’s) and reviewed by the Fire Department. No other instruments will be considered as substitutions such as P.U.E, Ingress/Egress easements and/or City Right-of-Ways.

F8. **Emergency Responder Radio Coverage System.** Prior to Building Permit Issuance, provisions shall be made for Emergency Responder Radio Coverage System (ERRCS) equipment, including but not limited to pathway survivability in accordance with Santa Clara Emergency Responder Radio Coverage System Standard.

F9. **Fire Department Access.** Prior to the start of construction, roadways and water supplies for fire protection are required to be installed and made serviceable and maintained throughout the course of construction.

F10. **Fire Department Access.** Prior to issuance of the Building Permit, a gate permit is required to obtained. Openings for access gates located across fire apparatus access roads shall be a minimum of 20 feet of clear width. Gates shall also be provided with a minimum unobstructed vertical clearance of 16-feet. All gates installed on designated fire department access roads must be electrically automatic powered gates. Gates shall be provided with an emergency power or be of a fail-safe design, allowing the gate to be pushed open without the use of special knowledge or equipment. A Tomar Strobe Switch or 3M Opticom detector shall be installed to control the automatic gate(s) to allow

emergency vehicles (e.g., fire, police, ems). Said device shall be mounted at a minimum height of eight to ten feet (8' - 10') above grade.

F11. **Alternative Means and Methods.** Prior to any Building Permit issuance, an alternate means or methods permits to mitigate any code deficiency must be submitted and approved. Please submit this permit concurrently with the building plans. Please note specific mitigations may have been discussed during the planning process. None of these discussions are binding and can only be formally approved through submitting an AMMR permit. The AMMR permit is formally documenting that and still needs to be submitted.

F12. **Hazmat Information.** Prior to Building Permit Issuance, a Hazardous Materials Inventory Statement including refrigerants is required to be submitted and reviewed with the Building Permit if applicable.

F13. **Fire Safety During Construction and Phased Occupancy.** Prior to Building Permit Issuance, a permit for Construction Safety & Demolition shall be submitted to the fire department for review and approval in compliance with our Construction Safety & Demolition standard. Any phased occupancy will require a separate fire department permit.

DURING CONSTRUCTION

F14. **Shared Fire Protection Features that Cross Property Lines.** Prior to Building Permit Final, any EVAEs or fire protection equipment (including but not limited to fire service undergrounds, sprinkler piping, fire alarm equipment, fire pumps, ERRCS) that cross property lines or is not located on the parcel of the building it serves shall have a CC&R legally recorded detailing who is responsible for maintenance and repair of the EVAE or fire protection equipment.

F15. **Fire Protection Systems Before Occupancy.** Prior to any Certificate of Occupancy Issuance (temporary or permanent), fire-life safety systems installations must be fully installed, functional, and approved.

PARKS & RECREATION DEPARTMENT

PR1. This Project is a subdivision, and the Quimby Act provisions will apply. The project will generate an estimated 6,240 residents (2.4 persons/household x 2600 units). Based on the Quimby standard of 3.0 acres/1000 residents, the amount of public parkland required for this Project to mitigate the impact of the new resident demand is approximately 18.72-acres. The equivalent fee due in lieu of parkland dedication is $124,355,400.

PR2. Stormwater management for public parks and privately owned areas shall be separate and distinct– public areas shall not be used for private requirements and private areas shall not be used for public requirements.

PR3. Any in lieu fees imposed under this Chapter shall be due and payable to the City prior to issuance of a building permit for each dwelling unit.

PR4. Final calculations will depend upon the actual number and type of units and the mix of parkland dedicated and remaining fee due, at the discretion of the City.

PR5. Developer to present updated conceptual park plans at a future Parks & Recreation Commission (PRC) meeting for Commission and community input on the updated proposed park plan. Park plans as proposed are a conceptual plan.

PR6. The final Commission recommended, and Council approved, public park design will require review and approval of park construction plans by all City departments through

the City's online permitting portal (Accela). A separate permit will be issued for the park construction.

PR7. Developer to enter into a Park Improvement Agreement with the City which will be submitted to Council for approval and then recorded with the County before park construction begins.

PR8. Developer to enter into a Park Maintenance Agreement with the City which will be submitted to Council for approval and then recorded with the County before park construction begins. Developer to maintain public parkland in perpetuity is the preferred method for park maintenance.

PR9. The park shall be dedicated to City in fee title and should be free of all encumbrances.

PR10. When the park construction is completed, developer to provide City with GIS/Enterprise Asset Management System (EAMS) data (CAD file) for the public park. The base map and design elements/assets should meet the City data dictionary definitions for each asset.

PR11. There should be a minimum 10-foot set-back between the public park and the private buildings. The public will need access to the private buildings without walking through the public park. The access and outdoor space for the private building shall not be included in the calculation for the public park and shall not be within the public park parcel.

PR12. The public park must be programmed and constructed to the "Park Amenity & Design Standards" and City standards.

PR13. Follow City guidelines to service domestic water, recycled water, and electricity for the public park – lines should not cross between the public park and the private development.

PR14. Flood zone/FEMA designation information shall be taken into consideration with the design of the public parkland.

PR15. Reduce the pedestrian network areas crossing through the park – less hardscape and more area for recreation.

PR16. There is a distinction between open space and public parkland – these separate and distinct areas should be identified on the plan sheets with the correct labels.

PR17. Application for Private Recreation Amenity Credit.

a. According to City Code Section 17.35.070, a developer may submit a written request with the project application for a credit against the amount of parkland dedication or the amount of the in-lieu fee thereof.
b. Eligible on-site private park and recreation amenities shall be dedicated to Active Recreational Uses provided all requirements of Chapter 17.35 are met and provided such amenities are found to be in the public interest.

PR18. All residents shall have access to all amenities and all podium courtyards. If something else is intended, notify this Department to check for any effect on calculations.

PR19. The children's play area, for the public park and for the private amenity area, shall have separate areas serving ages 2-5 and 6-12 that include the six + one elements of play (climbing, balancing, spinning, brachiating, swinging, sliding, and running/free play/imagination) – see sample table below that will need to be submitted with park design plans. Equipment for one age group should be adjacent to the equipment for the other age group.

Park Playground

Elements of Play	Ages 2-5	Level of Play	*Proposed Capacity	Ages 6-12	Level of Play	*Proposed Capacity	Total Capacity
Balancing	2	B=1 I=1 A=0	9	2	B=0 I=1 A=1	15	24
Sliding	3	B=2 I=1 A=0	7	1	B=0 I=0 A=1	3	10
Brachiating	1	B=0 I=0 A=1	3	1	B=0 I=1 A=0	3	6
Spinning	0	B=0 I=0 A=0	0	1	B=0 I=1 A=0	5	5
Climbing	6	B=3 I=2 A=1	18	7	B=2 I=3 A=2	25	43
Swinging	2	B=2 I=0 A=0	2	2	B=2 I=0 A=0	2	4
Running/Free Play	2	N/A	21	4	N/A	22	43
Total:	16		60	18		75	135
Inclusive Play Elements	7	B=3 I=4 A=0	16	3	B=1 I=2 A=0	15	31

Level of Play:
B: Beginner I: Intermediate A: Advanced

PR20. Applicant to provide plan sheets with details on any proposed public parkland and private, on-site recreational amenity areas. Include an itemized list in a table format of what is contained in each area (i.e., number of BBQ grills, number of tables, description of the proposed agricultural and medicinal planting, required setbacks, etc.). Sample table shown here is to be used as an example and is not to be considered all inclusive:

SPACE/LOCATION	ELEMENT LISTED IN CITY CODE	TOTAL AREA – SQUARE FEET
Recreation Rm – 1st Floor	Element #8	xxx square feet
Roof Deck Community Garden	Element #4	xxx square feet - excludes x sq. ft. for 4 ft. perimeter setback
Family Picnic Area – 8th Floor	Element #5	000 square feet – excludes x sq. ft. for 4 ft. perimeter setback
Sport Court – ground floor	Element #6	xxx square feet

PR21. Dwelling Unit Tax. According to City Code Chapter 3.15, a dwelling unit tax is also due based upon the number of units and additional bedrooms. The unit mix is required to calculate the amount due.

PR22. Calculations may change if the number of units change, if any areas do not conform to the Ordinance and City Code Chapter 17.35, and/or if the fee schedule for new residential development fees due in lieu of parkland dedication changes before this Project is deemed complete by Planning.

POLICE DEPARTMENT

None.

PUBLIC WORKS DEPARTMENT - ENGINEERING

DESIGN—PRIOR TO BUILDING PERMIT ISSUANCE

E1. **Site Clearance.** Obtain site clearance through Public Works Department prior to issuance of Building Permit. Site clearance will require payment of applicable development fees. Other requirements may be identified for compliance during the site clearance process. Contact Public Works Department at (408) 615-3000 for further information.

E2. **Site Clearance.** The sanitary sewer (SS) discharge information (i.e., building use, square footage, point of connection to the public system, and 24-hour average and peak SS flow graphs for the peak day, showing average daily and peak daily SS flows) submitted by the developer was added to the City's Sanitary Sewer Hydraulic Model (SSHM) to determine if there is enough SS conveyance capacity in the SS trunk system to accommodate the proposed development. The SSHM output indicates that there should be enough SS conveyance capacity to accommodate the proposed development. The SSHM output may change based on pending development applications and future projects. The SSHM output does not guarantee or in any way reserve or hold SS conveyance capacity until developer has Final Approval for the project. For purposes of this condition, "Final Approval" shall mean the final vote of the City Council necessary for all entitlements to be approved, unless a legal challenge is brought to the Council decisions, in which case the Final Approval shall mean the final disposition of the legal challenge.

E3. **Easement.** Obtain City Council approval of a resolution ordering vacation of existing public easement(s), including the vacation of Democracy Way, proposed to be abandoned, if any, through Public Works Department, and pay all appropriate fees, prior to start of construction. Vacation of Democracy Way is subject to the sale of the City's easement rights as detailed in the Project's Development Agreement.

E4. **Subdivision Map.** After City Council approval of the Tentative Map, submit the Subdivision Map, prepared by a Licensed Land Surveyor or a Registered Civil Engineer with Land Surveyor privileges to the Engineering Department. The submittal shall include a title report, closure calculations, and all appropriate fees.

E5. **Encroachment Permit.** Developer shall complete the relocation of utilities within Democracy Way prior to City Council approval of a resolution ordering the vacation of Democracy Way street right-of-way and prior to recordation of the Final Map.

E6. **Subdivision Map.** If and when required per SVP requirements, pay appropriate fee through Public Works Department to initiate the processing of a Grant Deed or easement document, per SVP requirements, for dedication of electric substation to the City.

E7. **Site Clearance.** Applicant shall pay fair share fees as identified in the TIA.

DURING CONSTRUCTION

E8. **Encroachment Permit.** All work within the public right-of-way and/or public easement, which is to be performed by the Developer/Owner, the general contractor, and all subcontractors shall be submitted within a Single Encroachment Permit to be reviewed and issued by the City Public Works Department. Issuance of the Encroachment Permit and payment of all appropriate fees shall be completed prior to commencement of work, and all work under the permit shall be completed prior to issuance of occupancy permit.

E9. **Encroachment Permit.** Submit public improvement/encroachment permit plans prepared in accordance with City Public Works Department procedures which provide for the installation of public improvements directly to the Public Works Department. Plans shall be prepared by a Registered Civil Engineer and approved by the City Engineer prior to approval and recordation of final map and/or issuance of building permits.

E10. **Encroachment Permit.** Coordinate construction of utilities near Old Glory Lane and Old Ironsides Drive with developer(s) in the Patrick Henry Drive Specific Plan if construction timelines coincide.

E11. **Encroachment Permit.** Route sanitary sewer discharge to avoid Tasman lift station. Utilize existing sewer main at Old Glory Lane and Old Ironsides Drive.

E12. **Encroachment Permit.** Existing non-standard or non-ADA compliant frontage improvements shall be replaced with current City standard frontage improvements as directed by the City Engineer or his designee.

E13. **Encroachment Permit.** Damaged curb, gutter, and sidewalk within the public right-of-way along property's frontage shall be repaired or replaced (to the nearest score mark) in a manner acceptable to the City Engineer or his designee. The extents of said repair or replacement within the property frontage shall be at the discretion of the City Engineer or his designee.

E14. **Encroachment Permit.** Owner or designee shall provide a complete storm drain study for the 10-year and 100-year storm events. The grading plans shall include the overland release for the 100-year storm event and any localized flooding areas. System improvements, if needed, will be at developer's expense.

E15. **Encroachment Permit.** Sanitary sewer and storm drain mains and laterals shall be outside the drip line of mature trees or ten (10) feet clear of the tree trunk, whichever is greater, to the satisfaction of the City Engineer.

E16. **Encroachment Permit.** Provide root barriers when the drip line of the mature trees covers the sidewalk. Root barriers for sidewalk protection shall be 16' long or extend to drip line of the mature tree, whichever is greater, and be 1.5' deep, and centered on trees. Root barriers for curb and gutter protection shall be 16' long or extend to drip line of the mature tree, whichever is greater, and be 2' deep, and centered on trees.

E17. **Encroachment Permit.** For proposed sanitary sewer laterals 8" and greater, connect to existing manholes. For proposed 6" sanitary sewer laterals, use "Tap-Tite" connections. Property line manholes/clean-outs are required.

E18. **Encroachment Permit.** Existing streetlights shall be clear of proposed sidewalk, developer shall relocate as necessary.

E19. **Encroachment Permit.** Maintain required vertical height clearance from top of pavement to bottom of skybridge per Santa Clara Fire Department.

E20. **Easement.** Dedicate required on-site easements per phase for any new public utilities, and/or emergency vehicle access by means of subdivision map or approved instrument prior to request for certificate of occupancy.

E21. **Easement.** Dedicate sidewalk easements along the project frontage where public sidewalks extend into private property. Sidewalk easements are to be 1' behind proposed back of walk where there is landscaping behind sidewalk. Sidewalk easement where hardscape is behind sidewalk is to be at back-of-walk. Cold joint is required between public sidewalk and private hardscape.

E22. **Agreement.** Execute easement/right-of-way encroachment agreement for proposed private utilities within public easements/right-of-way. Record release of interest for easement/right-of-way encroachment agreements when no longer needed.

E23. **Agreement.** Execute release of interest for public right-of-way encroachment agreements and remove PVC conduits crossing Democracy Way (SC 15,643) and Patrick Henry Drive (SC 15,727).

E24. **Agreement.** If requested, owner or designee shall prepare and submit for City approval a maintenance plan for all sidewalk, curb and gutter, landscaping and irrigation system improvements installed within the public right-of-way prior to encroachment permit issuance. Such plan shall include at a minimum, maintenance requirements for trees and shrubs, in acknowledgement of developer's/property owner's obligation under Chapter 12.30 and 17.15.

E25. **Encroachment Permit.** Pavement treatment for portions of roadway frontage with proposed utility work prior to parcel development construction shall be slurry sealed with digouts in the interim. Final pavement treatment shall be per condition E26 below.

E26. **Encroachment Permit.** In conjunction with installation of off-site improvements, the entire width of Old Ironsides Drive and Patrick Henry Drive, and half width of Tasman Drive shall be 2" grind and overlay with dig outs.

E27. **Encroachment Permit.** Applicant is required to implement all recommendations as identified in the TIA.

E28. **Encroachment Permit.** Replace all street signs and curb markings along the project frontage.

E29. **Encroachment Permit.** Implement Pedestrian Master Plan Policy 2.A.3, 2.A.4, and 2.C.3: At the Tasman/Patrick Henry intersection, modify traffic signal by replacing existing Type 1 poles with Type 15TS poles (northwest, southeast, and southwest corners) and reduce curb radius on southeast corner of the intersection to 25' or mutually agreed upon radius to support turning movements (SE corner of the intersection is part of Kylli's project frontage). Modify intersection striping to install setback stop lines on all approaches.

E30. **Encroachment Permit.** Implement Pedestrian Master Plan Policy 2.A.3, 2.A.4, and 2.C.3: At the Tasman/Old Ironsides intersection, modify traffic signal by: replacing existing Type 1 pole with Type 15TS pole (northwest, southeast, northeast, and southwest corners) and reduce curb radius on southwest corner of the intersection to 25' or mutually agreed upon radius to support turning movements (SW corner of the intersection is part of Kylli's project frontage).Modify intersection striping to install setback stop lines on all approaches.

E31. **Encroachment Permit.** Implement Pedestrian Master Plan Policy 2.A.3, 2.A.4, and 2.C.3: Upon approval by SFPUC, at the Great America/Old Glory intersection, modify traffic

signal at southwest corner by replacing existing Type 1 pole with Type 15TS pole. Should SFPUC not approve any work within the southwest corner of the intersection, an equivalent improvement shall be provided to the City to the satisfaction of the City Engineer. In seeking SFPUC approval, the City will cooperate with the applicant to submit and process any SFPUC application for this work. The applicant will make commercially reasonable efforts to obtain SFPUC approval, but if the process takes more than a year from application submittal, applicant and City will meet and confer to determine the likelihood of success in the City Engineer's reasonable discretion.

E32. **Encroachment Permit.** Design and construct minimum 5-foot sidewalks along Patrick Henry Drive, Tasman Drive, and Old Ironsides Drive.

E33. **Encroachment Permit.** Install bike friendly storm drain inlet grates on Patrick Henry Drive, Tasman Drive, and Old Ironsides Drive.

E34. **Encroachment Permit.** All new driveways shall use City Standard Detail ST-8.

E35. **Encroachment Permit.** All new intersections shall construction curb returns with minimum 25-foot curb radius and Case A curb ramp per Caltrans Standard Plan A88A per Pedestrian Master Plan Policy 2.A.4.

E36. **Encroachment Permit.** Provide lighting on private roads to meet or exceed latest American National Standard Institute (ANSI)/Illuminating Engineering Society (IES) standards per the Pedestrian Master Plan.

E37. **Encroachment Permit.** All new driveways and intersections must comply with City's driveway triangle of safety requirements per City Standard Detail TR-9

E38. **Encroachment Permit.** On-street parking shall not be counted toward on-site parking requirements.

E39. **Encroachment Permit.** Applicant shall implement any improvements identified by VTA related to existing bus stops at three existing bus stops along the project frontage on Tasman Drive, Old Ironsides Drive, and Patrick Henry Drive.

E40. **Encroachment Permit.** Unused driveways in the public right-of-way shall be replaced with City standard curb, gutter, and sidewalk.

E41. **Encroachment Permit.** All traffic striping, messages and symbols shall be thermoplastic.

E42. **Encroachment Permit.** The project shall construct a 30-foot multi-purpose trail on the southern boundary of the project site between Patrick Henry Drive and Old Ironsides Drive. The trail shall include an approximately 12-foot landscape area on the north side of the trail. The trail shall include a 16-foot paved pathway with 2-foot shoulders. The trail shall include pedestrian-scale lighting to meet or exceed latest American National Standard Institute (ANSI)/Illuminating Engineering Society (IES) standards per the Pedestrian Master Plan.

E43. **Encroachment Permit.** On the east side of Patrick Henry Drive, between the future on-site multi-purpose trail and the future crosswalk and beacon on Patrick Henry Dive identified in the Patrick Henry Drive Specific Plan, construct an approximately 10-foot wide multi-purpose trail connection. Any deviation from the design shall be subject to approval by City Engineer. Should SFPUC not approve any work within Hetch-Hetchy right of way, applicant shall be responsible for constructing reasonable equivalent improvements in coordination with the City, to the satisfaction of the City Engineer. In seeking SFPUC approval, the City will cooperate with the applicant to submit and process any SFPUC

application for this work. The applicant will make commercially reasonable efforts to obtain SFPUC approval, but if the process takes more than a year from application submittal, applicant and City will meet and confer to determine the likelihood of success in the City Engineer's reasonable discretion. The cost of these improvements (including the actual and reasonable costs to process SFPUC approval) will be credited towards traffic fair share line item #25, "Hetch Hetchy trail (between Guadalupe River Pkwy & Great America Pkwy & between Patrick Henry Dr & Calabazas Creek Trail)".

E44. **Encroachment Permit.** Upon approval by SFPUC, on Old Glory Lane, between Old Ironsides Drive and Great America Parkway, construct an approximately 16-foot wide multi-purpose trail on the south side of the roadway on City right-of-way to connect the new multi-purpose trail on Kylli development to Great America Parkway. Any deviation from the design shall be subject to approval by City Engineer. The center median must be removed and reconstructed. Should SFPUC not approve any work within Hetch-Hetchy right of way, applicant shall be responsible for constructing equivalent improvements in coordination with the City, to the satisfaction of the City Engineer. In seeking SFPUC approval, the City will cooperate with the applicant to submit and process any SFPUC application for this work. The applicant will make commercially reasonable efforts to obtain SFPUC approval, but if the process takes more than a year from application submittal, applicant and City will meet and confer to determine the likelihood of success in the City Engineer's reasonable discretion. The cost of these improvements (including the actual and reasonable costs to process SFPUC approval) will be credited towards traffic fair share line item #25, "Hetch Hetchy trail (between Guadalupe River Pkwy & Great America Pkwy & between Patrick Henry Dr & Calabazas Creek Trail)".

E45. **Encroachment Permit.** On Tasman Drive, between City limits and Great America Parkway, restripe each direction of travel to include a minimum of a 5-foot Class II bike lane and two 11-foot vehicle lanes, any deviations subject to approval by City Engineer.

E46. **Encroachment Permit.** On Patrick Henry Drive, between Tasman Drive and the Patrick Henry Specific Plan boundary, construct a protected Class IV bike lane with bollards with two 8-foot bike lanes, two 10-foot vehicle lanes, and a 12-foot center two-way left turn lane to match the cross section within the approved Patrick Henry Drive Specific Plan. Any deviations to be approved by City Engineer.

E47. **Encroachment Permit.** On Old Ironsides Drive, between Tasman Drive and Old Glory Lane, construct a parking protected Class IV bike lane with two 8-foot bike lanes, two 10-foot vehicle lanes, and a 12-foot center two-way left turn lane to match the cross section within the approved Patrick Henry Drive Specific Plan. Any deviations to be approved by City Engineer.

E48. **Encroachment Permit.** Residential and Non-residential Class I bicycle parking spaces and Class II bicycle parking spaces shall be provided per the requirements in the adopted Santa Clara Zoning Code Update. Bicycle parking, as defined in Santa Clara Municipal Code 18.74.075, shall be conveniently accessible from the street, within 200 feet of a building entrance and/or highly visible area.

STREETS DIVISION

General Condition: The Streets Division deems the Rezone and General Plan Amendment complete, however, the Streets Division will need to review and approve the architectural review for these individual projects to ensure that they meet right-of-way landscape, solid waste and stormwater requirements. The plans provided for the rezone and GPA only included overall conceptual plans, which is not enough detail for Streets to provide an appropriate review.

Right of Way Landscape

DESIGN/PERFORMANCE PRIOR TO ISSUANCE OF BUILDING PERMIT

L1. Include City of Santa Clara Tree Preservation/City Arborist specifications on all improvement plans.

L2. Identify existing mature trees to be maintained. Prepare a tree protection plans for review and approval by the City prior to any demolition, grading or other earthwork in the vicinity of existing trees on the site.

L3. 2:1 tree replacement ratio required for all trees removed from site.

DURING CONSTRUCTION OR OPERATION

L4. No cutting of any part of ***public***, including roots, shall be done without securing prior approval of the City Arborist. Tree trimming/removal shall be done in accordance to the City of Santa Clara Tree Preservation/City Arborist specifications and with direct supervision of a certified arborist (Certification of International Society of Arboriculture).

PRIOR TO FINAL OF BUILDING PERMIT

L5. If 2:1 replacement ratio cannot be met for removal of right of way landscape trees, tree planting fee must be paid prior to building permit final.

DESIGN/PERFORMANCE PRIOR TO ISSUANCE OF BUILDING PERMIT

SW1. The applicant shall complete and provide the Post-Construction Solid Waste Generation Estimation and Collection Form, which includes the estimation of trash and recycling materials generated from the project. Use the City's Solid Waste Guidelines for New and Redevelopment Projects as specified by the development type. Contact the Public Works Department at Environment@SantaClaraCA.gov or (408) 615-3080 for more information.

SW2. The applicant shall provide a site plan showing all proposed locations of solid waste containers, chutes, compactors, trash enclosures and trash staging areas. The site plan shall show the route or access for trash and recycling collectors (trucks) including vertical clearance, turning radius and street/alley widths. All plans shall comply with the City's Solid Waste Guidelines. Solid metal roof, gates and a trench drain shall be installed within the trash enclosure and connected to the on-site sewer system.

SW3. For projects that involve construction, demolition or renovation of 5,000 square feet or more, the applicant shall comply with City Code Section 8.25.285 and recycle or divert at least sixty five percent (65%) of materials generated for discard by the project during demolition and construction activities. No building, demolition, or site development permit shall be issued unless and until applicant has submitted a construction and demolition debris materials check-off list. Applicant shall create a Waste Management

Plan and submit, for approval, a Construction and Demolition Debris Recycling Report through the City's online tracking tool at http://santaclara.wastetracking.com/.

SW4. This project is subject to the City's Accumulation, Transportation and Disposal of Solid Waste Ordinance (Chapter 8.25 of the Municipal Codes), which requires the handling and disposal of waste by authorized service haulers. Insert the General Notes for the Construction & Demolition (C&D) Waste Management into construction plans in accordance with the City's municipal codes prior to the issuance of a Building or Grading permit. Provide the Green Halo waste online tracking number to Building staff prior to the issuance of a demolition or building permit.

SW5. Project applicant shall contact the Public Works Department, Street Maintenance Division at (408) 615-3080 to verify if the property falls within the City's exclusive franchise hauling area. If so, the applicant is required to use the City's exclusive franchise hauler and rate structure for any hired debris boxes. Prior to the issuance of a Public Works clearance, the project applicant shall complete and sign the Construction and Demolition (C&D) / Waste Management Rules and Regulations Form.

DURING CONSTRUCTION OR OPERATION

SW6. Applicant to track all waste generated and upload debris tags to GreenHalo for City staff review.

PRIOR TO FINAL OF BUILDING PERMIT

SW7. Prior to obtaining a Temporary or Final Certificate of Occupancy, individual weight tickets for all materials generated for discard or reuse by the project during demolition and construction activities shall be uploaded to Green Halo and submitted for review and approval by Environmental Services. At a minimum two (2) weeks review time is required.

Stormwater

DESIGN/PERFORMANCE PRIOR TO ISSUANCE OF BUILDING PERMIT

ST1. Prior to City's issuance of Building or Grading Permits, the applicant shall develop a Final Stormwater Management Plan, update the C.3 Data Form, the Special Project Narratives and Worksheet (as appropriate), and an Erosion and Sediment Control Plan.

ST2. The Final Stormwater Management Plan and all associated calculations shall be reviewed and certified by a qualified 3rd party consultant from the SCVURPPP List of Qualified Consultants, and a 3rd party review letter (on design) shall be submitted with the Plan.

ST3. For project that disturbs a land area of one acre or more, the applicant shall provide a copy of the Notice of Intent (NOI) with WDID number for coverage under the State Construction General Permit. Active projects with NOI will be inspected by the City once per month during the wet season (October – April).

ST4. The applicant shall incorporate Best Management Practices (BMPs) into construction plans and incorporate post-construction water runoff measures into project plans. Include the SCVURPPP Countywide Construction BMPs Plan Sheet with the plans. Applicant to add Source control measures with designations from C.3 stormwater handbook, Appendix H.

ST5. Include the C.3 Treatment Facilities Construction Notes on the Improvement Plans and/or Stormwater Control Plans.

ST 6. Include C.3 Stormwater Treatment Facilities Construction general notes on the improvement plans.

ST7. Decorative and recreational water features such as fountains, pools, and ponds shall be designed and constructed to drain to the sanitary sewer system only.

ST8. For single-family homes and other small projects that create and/or replace 2,500 – 10,000 square feet of impervious surface area, the applicant shall implement at least one of the following site design measures:

a. Direction of roof runoff into cisterns or rain barrels

b. Direction of roof, sidewalk, walkway, patio, driveway, or parking lot runoff onto vegetated areas

c. Construction of sidewalks, walkways, patios, bike lanes, driveways, and parking lots with permeable surfaces

Plans shall specify which site design measures are selected for the project and show the direction of flow from impervious surfaces to the selected site design measures. All measures shall meet the design criteria in the 2016 C.3. Stormwater Handbook, Appendix K: Standard Specifications for Lot-Scale Measures for Small Projects.

ST9. Interior floor drains shall be plumbed to the sanitary sewer system and not connected to the City's storm drain system.

ST10. Floor drains within trash enclosures shall be plumbed to the sanitary sewer system and not connected to the City's storm drain system.

ST11. The use of architectural copper is prohibited.

DURING CONSTRUCTION OR OPERATION

ST12. Applicant shall install biotreatment soil media that meets the minimum specifications as set forth in the SCVURPPP C.3 Stormwater Handbook. If percolation rate test of the biotreatment soil mix is not performed on-site, a certification letter from the supplier verifying that the soil meets the specified mix (the date of such document shall not be older than 3 months).

ST13. Stormwater treatment facilities must be designed, installed, and maintained to achieve the site design measures throughout their life in accordance to the SCVRUPPP C.3 Stormwater Handbook (Chapter 6 and Appendix C).

ST14. Any site design measures used to reduce the size of stormwater treatment measures shall not be installed for the project without the written approval from the City, installing the corresponding resizing of other stormwater treatment measures and an amendment of the property's O&M Agreement.

ST15. Developer shall install an appropriate stormwater pollution prevention message such as "No Dumping – Flows to Bay" on any storm drains located on private property.

ST16. All outdoor equipment and materials storage areas shall be covered and/or bermed, or otherwise designed to limit the potential for runoff to contact pollutants.

PRIOR TO FINAL OF BUILDING PERMIT

ST17. As-Built drawing shall be submitted to the Public Works Department.

ST18. Applicant shall schedule and City shall conduct a final C.3 inspection.

ST10. Permeable Pavement, Media Filter vaults, Interceptor Trees and Trash Full Capture Devices shall be inspected by a third-party reviewer and/or manufacturer representative for conformance with the details and specifications. If necessary, percolation test shall be performed to ensure proper installation. A map displaying the number, location and details of full trash capture devices shall be prepared as an attachment to the Operations and Maintenance (O&M) Agreement with the City.

ST11. The property owner shall enter into an Operation and Maintenance (O&M) Agreement with the City for all installed stormwater treatment measures and full trash capture devices in perpetuity. Applicants should contact Public Works Dept. - Environmental Services at (408) 615-3080 or Street@SantaClaraCA.gov for assistance completing the Agreement. For more information and to download the most recent version of the O&M Agreement, visit the City's stormwater resources website at http://santaclaraca.gov/stormwater. Inspection of permeable pavement, media filter vaults and full trash capture devices is to be done annually by December 31 of each year.

SILICON VALLEY POWER

SVP1. Maximum substation size shall not exceed 225 feet (long) x 120 feet (wide). Final dimensions are to be finalized as part of the detailed design efforts.

SVP2. Project Electric Load less than or equal to 2.5 MVA
Developer shall only be required to comply with this Part I of these Silicon Valley Power (SVP or Silicon Valley Power) conditions of approval; provided the projected electric load of the all phases of the project do not cumulatively exceed 2.5 MVA (as determined by Silicon Valley Power) ("2.5 MVA Threshold"). Silicon Valley Power will make the 2.5 MVA available for Developer's use at the project site only after Silicon Valley Power has reasonably determined the condition of approval of this Part I have been met. This 2.5 MVA will be subject to the conditions of approval of Part II (including, but not limited to, additional analysis under a transmission system impact study and any new conditions resulting from that study) when projected electric load of the project (as determined by Silicon Valley Power) exceeds the 2.5 MVA Threshold.

So long as Developer's project is at or below the 2.5 MVA Threshold, Developer shall comply with all condition of approval of Part II, except for the following: EL1, EL2, EL15 and EL43. For this Part I only, EL 27 is amended that condition is amended to read as following: "Developer shall pay all Developer fees per the City of Santa Clara's Municipal fee schedule for Electric fees."

SVP3. Project Electric Load greater than 2.5 MVA
Developer shall comply with Part II of these Silicon Valley Power conditions of approval when the projected electric load of the project (as determined by Silicon Valley Power) exceeds the 2.5 MVA Threshold. Silicon Valley Power will make electric power available for Developer's use at the project site only after Silicon Valley Power has reasonably determined the condition of approvals of this Part II have been met.

The amount and ramp rate will be set forth in a substation agreement or, if not applicable, a system impact study [Transmission and/or Distribution System] or such other study required by SVP.

Developer may seek an amendment of these conditions of approval when any of phase of the Project requires to undergo the City's architectural review process; however, no amendment shall be authorized by the City without (1) the completion of a new system impact study [Transmission and/or Distribution System] (2) compliance with any additional SVP requirements as may be applicable at that time) for the applicable phase; and (2) SVP's written approval. Any SVP-approved revisions of these conditions of approval will be based on the new system impact study [Transmission and/or Distribution System] and any other SVP requirements.

SVP4. Maximum substation size shall not exceed 225 feet (long) x 120 feet (wide). Final dimensions (within the maximum) are to be finalized as part of the detailed design efforts.

SVP5. Maximum substation parcel must be the final building dimensions plus a minimum of the 30 feet set back from the property line from the public ROW. All other property lines will have a 0' setback.

SVP6. Silicon Valley Power (SVP) design of distribution trenches around the site may require additional manholes for cable pulling. Trenches require 5' clearance on each side of the trench and the clearance/easement area cannot overlap with any bioretention areas, building foundations, trees, other utilities, etc.

SVP7. SVP design of services for each phase of the project will require an additional switch vault for any additional services. Each 12KV service can be loaded up to a maximum of 4.5MVA. The Applicant is to provide detailed demand loading for each phase/building to confirm the number of electric services required.

SVP8. SVP 12KV services cannot be paralleled and each service will require Applicant owned switchgear. Switchgear requires 10' clearance on the side of cable termination with 18' wide drive-up access from the nearest road. 5' clearance is required on all other sides of the gear.

SVP9. Applicant owned 12KV switchgear cannot be located inside the building unless otherwise approved by SVP management in writing.

SVP10. All SVP facilities should be 5' clear of trees and per SD1235. The more stringent shall apply.

SVP11. All streetlighting, low voltage & fiber conduits, pull boxes, & foundations shall be designed during the detail design phase.

SVP12. Applicant shall install a new distribution trench at its sole cost and expense along Tasman Drive if the existing SVP trench conflicts with the newly proposed improvements. SVP shall relocate the existing wires to the new trench prior to abandoning the existing facilities. Once the existing facilities are abandoned the Applicant may install the newly proposed improvements and/or remove the abandoned SVP facilities.

SVP13. SVP distribution lines will require connection to existing infrastructure. Final design to be established during building permits.

SVP14. Applicant shall provide a thermal backfill for heat dissipation around SVP conduits around the site. The necessity of a thermal backfill and the specific backfill material shall be determined during the design phase.

SVP15. Distribution site design (downstream of substation 12KV switchgear) assumes standard SVP substructure & SVP owned equipment specifications will be used for the project. If SVP determines site conditions do not allow for standard substructure and equipment to be utilized, Applicant shall work with SVP to design and place non-standard substructure. Applicant shall be responsible for additional costs in material procurement for material provided and installed by SVP, which will be recovered from Applicant through fees determined at the building permit stage, if applicable. Standard substructure is defined in UG1000 standard. Standard material for SVP that may be affected includes cable sizes (standard sized are: 1100AL 15KV Triplex & 1/0 AL 15KV Triplex Cable).

SVP16. Bio-retention areas cannot be in front of the substation parcel or within any SVP easements.

SVP17. Unless expressly stated otherwise or covered by a fee to be paid by Applicant, Applicant shall be responsible for all costs and expenses associated with fulfilling these conditions of approval.

SVP18. Parking or additional occupied (storage, retail, residential, etc.) space shall not be placed above or below the substation. Alternative use of roof for additional green space may be allowed.

SVP19. Clearances: (Make sure job notes do not conflict with SVP clearance requirements). Design deviations from stated clearances must be approved in advance by SVP in writing.

a. EQUIPMENT
    i. Ten (10) foot minimum clearance is required in front of equipment access doors. (UG1000 sheet 11)
    ii. Five (5) foot minimum clearance from pad is required on sides without equipment access doors. (UG1000 sheet 11)
    iii. Eighteen (18) foot minimum width shall be provided and maintained on one side of the equipment pad to allow an electric dept. line truck to drive up next to the pad for installation and maintenance of equipment. (UG1000 Sheet 11).
    iv. Barrier pipes are required only on sides accessible to vehicles. (UG1000 Sheet 12).
        1. Thirty (30) inches from side of equipment sides.
        2. Forty-Eight (48) inches in front of access doors.
            a. Barrier Pipes in front of access doors shall be removable.

b. CONDUITS

i. Five (5) foot minimum longitudinal clearance between new conduits or piping systems (open trench installation) and any existing or proposed SVP conduit system. This is for longitudinal. (UG1250 sheet 5)
ii. Twelve (12) inch minimum vertical clearance between new conduit/pipes installed perpendicular to existing SVP conduits for open trench installations. (UG1000 sheet 36, UG1250 Sheet 6)
iii. Three (3) foot six (6) inches clearance is required from poles for open trench installation. Exceptions are for riser conduit. (UG1250 Sheet 7)
iv. Three (3) foot minimum clearance is required between signposts, barrier pipes or bollards, fence posts, and other similar structures. (UG1250 sheet 10).
v. Five (5) foot minimum from new splice boxes, pull boxes, manholes, vaults, or similar subsurface facilities. (UG1000 sheet 8)
vi. 60 kV Transmission Lines are to be placed in a separate trench than 12kV or below
vii. Five (5) foot minimum clearance from walls, footings, retaining wall, landscape planter, tree root barrier or other subsurface wall or structure. (UG1250 sheet 9).
viii. Five (5) foot minimum clearance is required between fire hydrant thrust block. The thrust block extends 5' foot on either side of the fire hydrant in line with the radial water pipe connected to the hydrant.

c. VAULTS/MANHOLES
i. Ten (10) foot minimum clearance is required between adjacent Vaults or Manholes.
ii. Five (5) foot minimum clearance is required between adjacent conduits.
iii. Minimum 36" from face of curb, or bollards required.
iv. 60kV transmission Lines are to be placed in separate manholes than the 12kV lines

d. Poles (Electrolier, Guy Stub poles, service clearance poles, self-supporting steel poles and lighting poles.)
i. Three (3) foot six (6) inches clearance is required from poles for open trench installation. Exceptions are for riser conduit. (UG1250 Sheet 7)

e. Guy Anchors
i. Five (5) foot minimum clearance is required between center of anchor line and any excavation area. (UG1250 sheet 15).

f. Trees
i. OH 1230 for Overhead Lines
ii. SD 1235 for Tree Planting Requirements near UG Electric Facilities
iii. Trees or Bushes are not to be planted over 60kV transmission line trenches

SVP20. Applicant shall comply with the following SVP standards (as may be amended or supplemented.
a. Installation of Underground Substructures by Developers
b. UG1250 – Encroachment Permit Clearances from Electric Facilities
c. UG0339 – Remote Switch Pad
d. OH1230 – Tree Clearances From Overhead Electric Lines
e. SD1235 – Tree Planting Requirements Near Underground Electric Facilities
f. UG1225 – Pad mounted Equipment Clearances

SVP21. The Developer shall provide and install electric facilities per Santa Clara City Code chapter 17.15.210. Applicant to provide and install electrical substructure as defined on

SVP developer work drawings for parcel frontage improvements & service requirements for each building/parcel.

SVP22. Electric service shall be underground as required by SVP. See Electric Department Rules and Regulations for available services.

SVP23. Installation of underground facilities shall be in accordance with City of Santa Clara Electric Department standard UG-1000, latest version, and Santa Clara City Code chapter 17.15.050.

SVP24. Underground service entrance conduits and conductors shall be "privately" owned, maintained, and installed per City Building Inspection Division Codes. Electric meters and main disconnects shall be installed per Silicon Valley Power Standard MS-G7, Rev. 2.

SVP25. The developer shall grant to the City, without cost, all easements and/or right of way necessary for the provision of electric service to the property of the developer and for the installation of utilities (Santa Clara City Code chapter 17.15.110) as generally shown on the Vesting Tentative Map.

SVP26. If the "legal description" (not "marketing description") of the units is condominium or apartment, then all electric meters and services disconnects shall be grouped at one location, outside of the building or in a utility room accessible directly from the outside for SVP's 24/7 emergency access. If they are townhomes or single-family residences, then each unit shall have it's own meter, located on the structure. A double hasp locking arrangement shall be provided on the main switchboard door(s). Utility room door(s) shall have a double hasp locking arrangement or a lock box shall be provided. Utility room door(s) shall not be alarmed. Please refer to SVP rules and regulations section 9.A.6 "Meter Locations." Any deviations may be submitted to SVP for review & approval.

SVP27. If transformer pads are required, SVP requires an area of 17' x 16'-2", which is clear of all utilities, trees, walls, etc. This area includes a 5'-0" area away from the actual transformer pad. This area in front of the transformer may be reduced from a 8'-0" apron to a 3'-0", providing the apron is back of a 5'-0" min. wide sidewalk. Transformer pad must be a minimum of 10'-0 from all doors and windows, and shall be located next to a level, drivable area that will support a large crane or truck.

SVP28. All trees, existing and proposed, shall be a minimum of five (5) feet from any existing or proposed SVP facilities. Existing trees in conflict will have to be removed. Trees shall not be planted in PUE's or electric easements.

SVP29. Any relocation of existing electric facilities shall be at Developer's sole costs and expense.

SVP30. Applicant shall pay all Applicant fees per the City of Santa Clara's Municipal fee schedule for Electric fees. These fees are separate from any costs that are charged as part of the Substation Agreement.

SVP31. The Applicant shall perform, in accordance with current City standards and specifications, all trenching, backfill, resurfacing, landscaping, conduit, junction boxes, vaults, street light foundations, equipment pads and subsurface housings required for power distribution, street lighting, and signal communication systems, as required by the City in the development of frontage and on-site property. Upon completion of improvements satisfactory to the City, the Applicant will dedicate the improvement to the City subject to City's acceptance the work. The Applicant shall further install at his cost the service facilities, consisting of service wires, cables, conductors, and associated equipment necessary to connect Applicant to the electrical supply system of and by the City. After completion of the facilities installed by developer, the City shall furnish and install all cable, switches, street lighting poles, luminaries, transformers,

meters, and other equipment that it deems necessary for the betterment of the system (Santa Clara City Code chapter 17.15.210 (2)).

SVP32. Applicant shall comply with all applicable SVP rules, regulations, guidelines, and requirements, as may be amended from time to time.

SVP33. Non-Utility Generator equipment shall not operate in parallel with the electric utility, unless approved and reviewed by the Electric Engineering Division. All switching operations shall be "Open-Transition-Mode", unless specifically authorized by SVP Electric Engineering Division. A Generating Facility Interconnection Application must be submitted with building permit plans. Review process may take several months depending on size and type of generator. No interconnection of a generation facility with SVP is allowed without written authorization from SVP.

SVP34. Encroachment permits will not be signed off by Silicon Valley Power until Developers Work substructure construction drawing have been completed & signed off on by SVP.

SVP35. All SVP-owned equipment is to be covered by an Underground Electric Easement (U.G.E.E.) This is different than a PUE. Only publicly owned dry utilities can be in a UGEE. Other facilities can be in a joint trench configuration with SVP, separated by a 1' clearance, providing that they are constructed simultaneously with SVP facilities. See UG 1000 for details. Applicant shall provide SVP all U.G.E.E. required to cover all existing and new proposed facilities on the Applicant's project site.

SVP36. Proper clearance must be maintained from all SVP facilities in accordance with all applicable requirements, including a 5' clearance from the outer wall of all conduits. This is in addition to any UGEE specified for the facilities. Contact SVP before making assumptions on any clearances for electric facilities.

SVP37. Developer shall only locate transformer and switch devices outdoors. These devices MAY be placed 5' from an outside building wall, provided that the building wall in that area meets specific requirements. (See UG 1000 document for specifics) EXAMPLE: If there are any doors, windows, vents, overhangs or other wall openings within 5' of the transformer, on either side, then the transformer MUST be 10' or more away from the building. These clearances are to be assumed to be clear horizontally 5' in either direction and vertically to the sky.

SVP38. All existing SVP facilities, onsite or offsite, are to remain unless noted on an SVP's developer works drawing. It is the Developers' responsibility to maintain all clearances from equipment and easements. Developer should not assume that SVP will be removing any existing facilities without detailed design drawings from SVP indicating potential removals. Simply indicating that SVP facilities are to be removed or relocated on conceptual plans does not imply that this action has been approved by SVP.

SVP39. SVP does not utilize any sub-surface (below grade) devices in its system. This includes transformers, switches, etc.

SVP40. All interior meter rooms at ground level are to have direct, outside access through only ONE door. Interior electric rooms must be enclosed in a dedicated electric room and cannot be in an open warehouse or office space.

SVP41. Applicant shall comply with the requirements, as amended, for High-rise Metering and Multi-Floor Infrastructure requirements where applicable, including,

a. Refer to UG0250 – High Density Residential Metering Requirements
b. Refer to FO-1901 – Fiber Optic Splicing and Testing Methods

SVP42. In the case of podium-style construction, all SVP facilities and conduit systems must be located on solid ground (aka "real dirt"), and cannot be supported on parking garage ceilings or placed on top of structures.

SVP43. Notwithstanding SVP39, as determined by SVP in its sole discretion, if the SVP facilities and conduit systems are absolutely required to be on the podium or street above any Project building(s), Applicant shall meet SVP's design and installation

requirements and standards (as determined by SVP) and pay all related costs, including, without limitation, .the cost of conducting a study and future maintenance costs Applicant's share of the cost of maintenance of those facilities shall be determined by the study.

SVP44. Any proposed improvement that does not meet the requirement of the current SVP standard shall be reviewed and approved by SVP in advance in writing. Applicant shall be responsible for any cost associated with non-SVP standard equipment, including, but not limited to, design reviews, study, standard preparations, and testing. Applicant's share of the cost of maintenance of those facilities shall be determined by the study.

SVP45. Applicant shall contact SVP (CSC Electric Department) to obtain specific design and utility requirements that are required for building permit review/approval submittal.

SVP46. Developer's proposed project requires a new electric distribution substation to serve Applicant's load and transmission system improvements.

a. Applicant must enter into a Substation Agreement (in a such form and content required by SVP) with SVP for such substation no earlier than Developer, (1) receiving full entitlements from the City, including but not limited to a completed CEQA; (2) CAISO approval of projects required to serve Developer's project load; and (3) City Council adopted projects required to serve Developer's project load. This Substation Agreement shall have such terms and conditions as SVP may require and shall set forth Applicant's obligations with respect to supplying Applicant with initial interim electric power and then with permanent capacity and transmission infrastructure for the projects, including, without limitation, Applicant's payment of any applicable fees, costs, and expenses associated with Applicant's project.
    i. These conditions of approval do not commit the City to (1) serve Developer's electric load or (2) allocate any capacity to Developer.
b. Applicant shall coordinate and cooperate with City for the design, procurement, and construction of the substation; provided that, Applicant shall be responsible for all costs and expenses to the extent set forth in the Substation Agreement. City shall have no obligation to undertake the design, procurement, and construction of the substation prior to the execution of the Substation Agreement, Funding Agreement, and completion of such other SVP requirements.
c. Applicant shall (1) coordinate with SVP to design and construct and fund (a) a transmission line extension to connect the new substation with SVP's transmission system; (b) the reconductoring of the existing underground 60kV loop and associated facilities from San Tomas Aquino Creek to Mission Substation as specified in the Substation Agreement; and (2) comply with such other requirements in the applicable Transmission System Impact Study.
d. Upon their completion, SVP shall own, operate and maintain all City-owned Substation Facilities and Transmission Facilities, and all equipment therein.
e. Applicant convey in fee any and all property for substation site and all easements and other property rights necessary to construct, complete, operate and maintain the Substation Facilities.
f. Applicant is responsible for costs outlined in the Substation Agreement related to transmission facility extensions to service the substation facility.
g. SVP has performed an Interconnection Study (i.e, System Impact Study) to assess requirements of interconnection for the project. SVP may require an additional study as necessary. Requirements will consist of the following;
    i. The System capacity of SVP's electric transmission system require the following mitigation measures.

1. A portion of the existing NRS to Mission Transmission Line is to be reconductored to allow an initial load ramp up to 9MVA for the electric load of Applicant's project. The 9 MVA is solely to serve the electric load of Applicant's project and does not otherwise run with the land. The 9 MVA is subject to a ramp rate and reduction as set forth in the Substation Agreement.
2. The Applicant's project shall not have an electric load beyond 9MVA, unless an extensive transmission system rebalancing project, tentatively referred to as "Loop 1" is completed. SVP has no obligation to undertake or pay for Loop 1.
3. In the event SVP determines, in its sole and absolute discretion, to undertake Loop 1 Project and Applicant desires additional electric capacity beyond 9MVA, Applicant will be responsible for a portion of the costs of the Loop 1 transmission system improvements; provided the Applicant executes a funding commitment agreement in such form and substance required by SVP.
4. Applicant will have the option to fully fund Loop 1to accommodate Applicant's schedule.

ii. Determine when to include Applicant load ramp in SVP's load forecast to the California Energy Commission (CEC).

iii. Determine when Applicant will be allowed to energize facilities, and allowed ramp schedule.

h. Applicant has entered into a Funding Agreement with the City to fund pre-design work of the substation. The primary deliverable of the pre-design work was "Democracy Substation Feasibility Study." Upon approval Project entitlements and execution of a Substation Agreement, this will serve as a basis for the design of the substation and transmission line extension. The purpose of the Funding Agreement was for pre-design work only and is not in any way an endorsement of the project receiving entitlements from the City.

WATER & SEWER DEPARTMENT

W1. Recycled Water Use: Pursuant to Chapter 13.15, Water, Article IV. Regulation of Recycled Water Service and Use, of the Municipal Code, the project is required to use recycled water for all non-potable uses where recycled water is made available and where provided for by Recycled Water regulations. This project is required to extend and connect to the City's existing Recycled Water System.

W2. Potable Water Redundancy: For all onsite industrial water use that requires uninterrupted service, the project shall provide a potable water back-up supply source that complies with all recycled water separation requirements.

W3. Recycled Water Design: Each Recycled Water land use (irrigation, dual-plumbing, cooling system, industrial processes, etc.) shall have a separate metered service connection to the main. Applicant shall verify separations between all potable/fire lines and recycled water lines, pipe type, pipe depths, equipment types, warning lids, tags and signs.

W4. Onsite Recycled Water Review: The applicant shall submit all completed SBWR Proposed Use Request Applications to the Compliance Division of Water and Sewer Utilities at watercompliance@santaclaraca.gov for review and approval. All on-site recycled water plans shall be reviewed, approved, and signed by the City of Santa Clara, SBWR, and Department of Drinking Water. All three entities must individually review and approve a plan set for Final Approval. Contact the Compliance Division of Water and Sewer Utilities via email or by phone at (408) 615-2002 for more information

W5. On-site Recycled Water Construction: Construction and installation of all on-site recycled water system equipment shall not begin until the Compliance Division of Water and Sewer Utilities has approved the on-site recycled water design. Please note on-site designs are generally not the same as the Building Permit plans. On-site recycled water plans require SBWR and California State Water Resources Control Board, Division of Drinking Water signatures for final approval.

W6. On-site Recycled Water Inspection: Inspections are required at all on-site recycled water systems being installed prior to backfilling trenches or cover in walls and ceilings. Request a recycled water inspection by email watercompliance@santaclaraca.gov or call (408) 615-2002. Please provide the site location, SBWR project ID, and date and time preferences. These inspections are in addition to the Building Permit inspections.

a. Need to verify separations between all potable/fire lines and recycled water lines, pipe type, pipe depths, equipment types, warning lids, tags and signs.

W7. Recycled Water Main: The project shall replace all existing recycled water mains with new 12" DIP recycled water mains in all streets within or adjacent to the project site.

W8. Potable Water Main: The applicant shall replace all the existing water mains with new 12" DIP pipe water main in all streets within and adjacent to the project site.

W9. Encroachment Permit: Prior to issuance of Building Permits, the applicant shall submit an encroachment permit application and design plans for construction of water utilities that comply with the latest edition of the Water & Sewer Utilities Water Service and Use Rules and Regulations, Water System Notes, and Water Standard Details and Specifications. In addition, prior to the City's issuance of Occupancy, the applicant shall construct all public water utilities per the approved plans. The Water & Sewer Utilities will inspect all public water utility installations and all other improvements encroaching public water utilities.

W10. Utility Design Plans: Utility Design Plans shall indicate the pipe material and the size of existing water, recycled water and sewer main(s). The plans shall show the nearest existing fire hydrant and the two nearest existing water main line gate valves near the project area. The plans shall show meter and backflow configurations to scale and per City of Santa Clara Water & Sewer Utilities Standard Details. Note that all new water meters and backflow prevention devices shall be located behind the sidewalk in a landscape area. Fire hydrants should be located two feet behind monolithic sidewalk if sidewalk is present; two feet behind face of curb if no sidewalk is present, per City Std Detail 18. The plans shall provide the profile section details for utilities crossing water, sewer, or recycled water mains to ensure a 12” minimum vertical clearance is maintained.

W11. Utility Separations: Applicant shall adhere to and provide a note indicating that all horizontal and vertical clearances comply with State and local regulations. The applicant shall maintain a minimum 12” of vertical clearance at water service crossing with other utilities, and all required minimum horizontal clearances from water services: 10' from sanitary sewer utilities, 10’ from recycled water utilities, 8' from storm drain utilities, 5' from fire and other water utilities, 3' from abandoned water services, 5' from gas and electric utilities, and 5’ from the edge of the propose or existing driveway. For sanitary sewer, water, and recycled water utilities, the applicant shall maintain a minimum horizontal clearance of 10' from existing and proposed trees. If applicant installs tree root barriers, clearance from tree reduces to 5' (clearance must be from the edge of tree root barrier to edge of water facilities). No structures (fencing, foundation, biofiltration swales, etc.) allowed over sanitary sewer, potable water and/or recycled water utilities and easements.

W12. Separate Services: Applicant shall submit plans showing proposed water, recycled water, sanitary sewer, and fire services connected to a public main in the public right-of-

way to the satisfaction of the Director of Water & Sewer Utilities. Different types of water and recycled water use (domestic, irrigation, fire) shall be served by separate water services, each separately tapped at the water main. Tapping on existing fire service line(s) is prohibited. Approved backflow prevention device(s) are required on all potable water services.

W13. City Standard Meters and Backflows: All proposed meters and backflows for all water services shall meet the current City of Santa Clara Water & Sewer Utilities Standard Details. Plans shall show meter and backflow configurations to scale.

W14. Existing Services: The applicant must indicate the disposition of all existing water and sewer services and mains on the plans. If the existing services will not be used, then the applicant shall properly abandon these services to the main per Water & Sewer Utilities standards and install a new service to accommodate the water needs of the project. The applicant shall bear the cost of any relocation or abandonment of existing Water Department facilities required for project construction to the satisfaction of the Director of Water and Sewer Utilities.

W15. On-Site Storm Drain Treatment: Prior to issuance of Building Permit, the applicant shall submit plans showing any onsite storm water treatment system. The plan shall include a section detail of the treatment system. No water, sewer, or recycled water facilities shall be located within 5-feet of any storm water treatment system.

W16. Water Usage: Prior to the issuance of Building Permits, the applicant shall provide documentation of water usage so the Water Division can verify the appropriate size of all proposed water meters. Please note that if the existing water services are incapable of supplying the water needs to the site, the existing services shall be abandoned, and new separate dedicated water services shall be provided for each use (domestic and irrigation).

W17. Landscaping: All the landscaping for the project shall comply with the California Water Conservation in Landscaping Act, Government Code Section 65591 et. seq. All plants shall be either California native or non-invasive, low water-using or moderate water-using plants. High water-using plants and nonfunctional turf are prohibited.

W18. Prior to issuance of Building Permits, the applicant shall submit plan details for all water features (including but not limited to fountains and ponds) designed to include provisions for operating the system without City potable water supply and capable of being physically disconnected from source of potable water supply during City declared water conservation periods, to the satisfaction of the Director of the Water & Sewer Utilities. Decorative water features may be permanently connected to the City's recycled water supply.

W19. Easements: Prior to City's issuance of Building or Grading Permits, the applicant shall provide a dedicated water utility easement around the backflow prevention device onsite. The water utility easement for the water services and all other public water appurtenances shall be a minimum 15 feet wide and be adjacent to the public right-of-way without overlapping any public utility easement. Additionally, the applicant shall submit plans defining existing easements so Water Division can verify if there are any conflicts with proposed easements and water utilities.

W20. Underground Fire Permit: Prior to issuance of Building Permits, applicant shall submit an underground fire permit unless otherwise waived by the Fire Department. If fire flow information is needed, applicant shall coordinate with Water and Sewer Utilities Department, for fire flow information at (408)615-2000. A dedicated fire service line, with an approved backflow prevention device, shall be used for on-site fire hydrants. Fire service lines required for commercial and industrial use shall be sized appropriately per fire flow demand and code requirements.

W21. Record Drawings: Upon completion of construction and prior to the City's issuance of a Certificate of Occupancy, the applicant shall provide "as-built" drawings of the public water utility infrastructure prepared by a registered civil engineer to the satisfaction of the Director of Water & Sewer Utilities Department.

W22. Water Shortage Response Actions: Pursuant to the City of Santa Clara's Urban Water Management Plan, during times of drought or water shortage, the City implements water shortage response actions in accordance with the level of water shortage declared. All construction activities and all new irrigation connections are subject to the Water Shortage Response Actions in effect at the time of construction and connection of the irrigation service.

Water Shortage Response Actions for Stage 2 and higher include water use restrictions that limit the use of potable water such as:

a. prohibiting the installation of new potable water irrigation services. new irrigation connections, construction, and dust control.
b. restrict the use of potable water used for construction and dust control if recycled water is available.

This project is subject to all the requirements and restrictions of the Water Shortage Response Actions in place or adopted during the duration of the project. For more information, visit the City of Santa Clara Water & Sewer Utilities website at www.santaclaraca.gov/waterconservation.

ACKNOWLEDGEMENT AND ACCEPTANCE OF CONDITIONS OF APPROVAL

Permittee/Property Owner

The undersigned agrees to each condition of approval and acknowledges and hereby agrees to use the project property on the terms and conditions set forth in this permit.

Signature: _____

Printed Name: _____

Relationship to Property: _____

Date: _____

Pursuant to Santa Clara City Code 18.128.100, the applicant shall return this document to the Department, properly signed and dated, within 30-days following the date of the Acknowledgement.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA APPROVING A VESTING TENTATIVE SUBDIVISION MAP, OPTION A (PLN22-00635) AT 4995 PATRICK HENRY DRIVE AND 3005 DEMOCRACY WAY, SANTA CLARA

PLN22-00635 (Vesting Tentative Subdivision Map)

WHEREAS, on October 17, 2017, Kylli, Inc., through its wholly-owned subsidiary Innovation Commons Owner, LLC ("Owner") made an application for a General Plan Amendment ("GPA") in connection with the redevelopment of a 48.6-acre site generally bounded by Tasman Drive, Patrick Henry Drive, Old Ironsides Drive, and the SFPUC Hetchy Hetchy Right of Way (APNs: 104-04-150, 104-04-142, 104-04-143, 104-04-151, 104-04-112, 104-04-113, 104-04-065, 104-04-111, 104-04-064), which is currently developed with four light industrial buildings and a parking lot ("Project Site");

WHEREAS, the Owner subsequently applied for a Planned Development ("PD") Rezoning to redevelop the 48.6 acre site with up to 4,913,000 gross square feet of new development, including up to 1,800 units (approximately 1.8 million square feet of residential uses), up to 3 million square feet of office/research-and-development ("R&D"), approximately 100,000 square feet of retail, and approximately 10,000 square feet of childcare facilities; a Vesting Tentative Subdivision Map to subdivide the property into five lots with up to three parcels for future parkland dedication and potential residential and commercial condominium purposes and to vacate Democracy Way; and a Development Agreement (collectively, along with the GPA, the "Project");

WHEREAS, the Vesting Tentative Subdivision Map application (PLN22-00635) would subdivide the property into five lots with up to three parcels for future parkland dedication and condominium purposes, and would vacate Democracy Way to serve the development;

WHEREAS, the proposed subdivision is consistent with the proposed site plan and improvements on the Project Site for the development of an up to 4,913,000 square-foot mixed-use development;

WHEREAS, pursuant to Section 17.05.210 of the Code of the City of Santa Clara ("SCCC"), a Vesting Tentative Subdivision Map shall be required for all divisions of land into five or more

parcels;

WHEREAS, on January 16, 2024, the Subdivision Clearance Committee determined that the application was complete and that the proposed Vesting Tentative Subdivision Map should proceed to the Planning Commission in conformance with Section 17.05.300 of the SCCC;

WHEREAS, SCCC Section 17.05.300(g) requires that the Planning Commission make recommendations of denial, approval or conditional approval to the City Council on the Vesting Tentative Subdivision Map;

WHEREAS, on November 6, 2024 the Planning Commission conducted a duly noticed public hearing to consider the proposed Vesting Tentative Subdivision Map, at the conclusion of which, the Planning Commission voted to recommend approval to the City Council;

WHEREAS, the proposal is to create five new lots with up to three parcels for future parkland dedication and condominium purposes to serve the proposed development as shown on the Vesting Tentative Subdivision Map for the Project, attached hereto and incorporated herein by this reference;

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA"), and the regulations implementing CEQA, specifically 14 Cal. Code of Regs § 15081, this Project was determined after an Initial Study to identify potentially significant effects on the environment, resulting in the preparation of an Environmental Impact Report ("EIR") and Mitigation Monitoring and Reporting Program ("MMRP");

WHEREAS, notice of the November 19, 2024 public hearing on the proposed Vesting Tentative Subdivision Map was published in the ***Santa Clara Weekly***, a newspaper of general circulation for the City, on November 6, 2024;

WHEREAS, on November 7, 2024, notices of the November 19, 2024 public hearing on the Vesting Tentative Subdivision Map were mailed to all property owners within a quarter mile of the property, according to the most recent Assessor's roll, and to all local agencies expected to provide essential facilities or services to the Project;

WHEREAS, on November 19, 2024, the City Council held a public hearing to consider the Project, including the vesting tentative subdivision map, at which time all interested persons were given an opportunity to provide testimony and the Council considered the information presented in the Staff Report, and all verbal and written evidence.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. Vesting Tentative Subdivision Map Findings. Pursuant to California Government Code Sections 66426 and 66428 and SCCC Section 17.05.300(h), the City Council finds and determines that:

A. The Vesting Tentative Subdivision Map is consistent with the objectives, policies, general land uses and programs specified in the City's General Plan in that the Vesting Tentative Subdivision Map subdivides the existing 48.6-Acre Project Site into five lots, with up to three parcels for future parkland dedication and condominium purposes, subject to conditions set forth in the Conditions of Vesting Tentative Subdivision Map Approval.

B. The design and improvements of the proposed subdivision are consistent with the City's General Plan, in that the Vesting Tentative Subdivision Map facilitates the redevelopment of underutilized industrial parcels to provide housing and commercial opportunities for the north Santa Clara Area, which support the City's Housing Goals and assist the City in achieving Regional Housing Needs Allocation (RHNA) targets for production of affordable housing units as mandated by the State, and in accordance with Affordable Housing ordinance.

C. The site is physically suitable for the proposed type of development, in that the Project is compatible with the existing adjacent office, regional commercial, and light industrial uses and planned residential uses.

D. The site is physically suitable for the proposed density of development, in that the Project Site is located in an urbanized area and is served by existing utilities and infrastructure.

E. The design of the subdivision and type of improvements are not likely to cause serious health problems, in that the proposed residential subdivision will implement Covenants, Conditions, and Restrictions for operation and maintenance of the building and site improvements and does not propose the use of hazardous materials.

F. The design of the subdivision and type of improvements are not likely to cause substantial environmental damage and will not substantially or unavoidably injure fish or wildlife or their habitat in that the Project Site is located in an urbanized setting, is a developed site, and the proposed subdivision includes mitigation measures, as identified in the Mission Point Project EIR. Although the EIR identified significant unavoidable environmental impacts in the resource areas of air quality and noise, the City Council made findings pursuant to Public Resources Code Section 21081 that there exist certain overriding economic, social and other considerations for approving the Project that justify the occurrence of those impacts.

G. The design of the subdivision and type of improvements will not conflict with easements acquired by the public at large or use of property within the proposed subdivision in that it is designed to avoid encroachment and conflicts with public easements in the site design.

H. The Vesting Tentative Subdivision Map for the Project provides, to the extent feasible, for future passive or natural heating or cooling opportunities, in that it would allow flexibility in the development standards to maximize the benefits of green building standards for site and building design.

3. Based on the findings set forth in this Resolution and the evidence in the Staff Report and such other evidence as received at the public hearings on this matter before the City Council, the City Council hereby approves the Vesting Tentative Subdivision Map for the Project, substantially in the form on file as shown on the attached Vesting Tentative Subdivision Map for the Project and Conditions of Vesting Tentative Subdivision Map Approval for the Project, attached hereto and incorporated herein by this reference.

4. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 19TH DAY OF NOVEMBER, 2024, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Vesting Tentative Subdivision Map
2. Conditions of Vesting Tentative Subdivision Map Approval, Option A

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA APPROVING A VESTING TENTATIVE SUBDIVISION MAP, OPTION B (PLN22-00635) AT 4995 PATRICK HENRY DRIVE AND 3005 DEMOCRACY WAY, SANTA CLARA

PLN22-00635 (Vesting Tentative Subdivision Map)

WHEREAS, on October 17, 2017, Kylli, Inc., through its wholly-owned subsidiary Innovation Commons Owner, LLC ("Owner") made an application for a General Plan Amendment ("GPA") in connection with the redevelopment of a 48.6-acre site generally bounded by Tasman Drive, Patrick Henry Drive, Old Ironsides Drive, and the SFPUC Hetchy Hetchy Right of Way (APNs: 104-04-150, 104-04-142, 104-04-143, 104-04-151, 104-04-112, 104-04-113, 104-04-065, 104-04-111, 104-04-064), which is currently developed with four light industrial buildings and a parking lot ("Project Site");

WHEREAS, the Owner subsequently applied for a Planned Development ("PD") Rezoning to redevelop the 48.6 acre site with up to 4,913,000 gross square feet of new development, including up to 1,800 units (approximately 1.8 million square feet of residential uses), up to 3 million square feet of office/research-and-development ("R&D"), approximately 100,000 square feet of retail, and approximately 10,000 square feet of childcare facilities; a Vesting Tentative Subdivision Map to subdivide the property into five lots with up to three parcels for future parkland dedication and potential residential and commercial condominium purposes and to vacate Democracy Way; and a Development Agreement (collectively, along with the GPA, the "Project");

WHEREAS, the Vesting Tentative Subdivision Map application (PLN22-00635) would subdivide the property into five lots with up to three parcels for future parkland dedication and condominium purposes, and would vacate Democracy Way to serve the development;

WHEREAS, the proposed subdivision is consistent with the proposed site plan and improvements on the Project Site for the development of an up to 4,913,000 square-foot mixed-use development;

WHEREAS, pursuant to Section 17.05.210 of the Code of the City of Santa Clara ("SCCC"), a Vesting Tentative Subdivision Map shall be required for all divisions of land into five or more

parcels;

WHEREAS, on January 16, 2024, the Subdivision Clearance Committee determined that the application was complete and that the proposed Vesting Tentative Subdivision Map should proceed to the Planning Commission in conformance with Section 17.05.300 of the SCCC;

WHEREAS, SCCC Section 17.05.300(g) requires that the Planning Commission make recommendations of denial, approval or conditional approval to the City Council on the Vesting Tentative Subdivision Map;

WHEREAS, on November 6, 2024 the Planning Commission conducted a duly noticed public hearing to consider the proposed Vesting Tentative Subdivision Map, at the conclusion of which, the Planning Commission voted to recommend approval to the City Council;

WHEREAS, the proposal is to create five new lots with up to three parcels for future parkland dedication and condominium purposes to serve the proposed development as shown on the Vesting Tentative Subdivision Map for the Project, attached hereto and incorporated herein by this reference;

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA"), and the regulations implementing CEQA, specifically 14 Cal. Code of Regs § 15081, this Project was determined after an Initial Study to identify potentially significant effects on the environment, resulting in the preparation of an Environmental Impact Report ("EIR") and Mitigation Monitoring and Reporting Program ("MMRP");

WHEREAS, in conformance with CEQA, the Environmental Impact Report ("EIR") prepared for the Project was noticed and circulated for a 45-day public review period from November 17, 2023 to January 2, 2024;

WHEREAS, in addition to the Project, the EIR studied the Reduced Office/Increased Housing Alternative, which assumed the development of 800 multi-family housing units in Area C (for a total of up to 2,600 housing units for the entire Project) instead of approximately 789,000 gsf of office/R&D space, but otherwise maintained all other land use and developments assumptions of

the Project.

WHEREAS, the City prepared a Final Environmental Impact Report ("FEIR"), including Attachment 3 to the FEIR analyzing the Office/R&D – Residential Flex option for the Planned Development zoning, which would permit development of up to 800 additional residential units in Area C (for a total of 2,600 units for the Project), or a mix of residential and office/R&D uses in Area C, with a corresponding reduction in square footage of office/R&D uses and a proportional increase in deed-restricted affordable residential units in Area C ("Revised Project"), as shown in Exhibit "PD Development Plans: Revised Project" to Resolution No. _____;

WHEREAS, the Vesting Tentative Subdivision Map proposal for the Revised Project, "Option B" is also to create five new lots with up to three parcels for future parkland dedication and condominium purposes to serve the proposed development as shown on the Vesting Tentative Subdivision Map for the Revised Project;

WHEREAS, notice of the November 19, 2024 public hearing on the proposed Vesting Tentative Subdivision Map was published in the ***Santa Clara Weekly***, a newspaper of general circulation for the City, on November 6, 2024;

WHEREAS, on November 7, 2024, notices of the November 19, 2024 public hearing on the Vesting Tentative Subdivision Map were mailed to all property owners within a quarter mile of the property, according to the most recent Assessor's roll, and to all local agencies expected to provide essential facilities or services to the Revised Project;

WHEREAS, on November 19, 2024, the City Council held a public hearing to consider the Revised Project, including the vesting tentative subdivision map, at which time all interested persons were given an opportunity to provide testimony and the Council considered the information presented in the Staff Report, and all verbal and written evidence.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. Vesting Tentative Subdivision Map Findings. Pursuant to California Government Code Sections 66426 and 66428 and SCCC Section 17.05.300(h), the City Council finds and determines that:

A. The Vesting Tentative Subdivision Map for the Revised Project is consistent with the objectives, policies, general land uses and programs specified in the City's General Plan in that the Vesting Tentative Subdivision Map for the Revised Project subdivides the existing 48.6-Acre Project Site into five lots, with up to three parcels for future parkland dedication and condominium purposes, subject to conditions set forth in the Conditions of Vesting Tentative Subdivision Map Approval for the Revised Project.

B. The design and improvements of the proposed subdivision are consistent with the City's General Plan, in that the Vesting Tentative Subdivision Map facilitates the redevelopment of underutilized industrial parcels to provide housing and commercial opportunities for the north Santa Clara Area, which support the City's Housing Goals and assist the City in achieving Regional Housing Needs Allocation ("RHNA:) targets for production of affordable housing units as mandated by the State, and in accordance with Affordable Housing ordinance.

C. The site is physically suitable for the proposed type of development, in that the Revised Project is compatible with the existing adjacent office, regional commercial, and light industrial uses and planned residential uses.

D. The site is physically suitable for the proposed density of development, in that the Project Site is located in an urbanized area and is served by existing utilities and infrastructure.

E. The design of the subdivision and type of improvements are not likely to cause serious health problems, in that the proposed residential subdivision will implement Covenants, Conditions, and Restrictions for operation and maintenance of the building and site improvements and does not propose the use of hazardous materials.

F. The design of the subdivision and type of improvements are not likely to cause substantial environmental damage and will not substantially or unavoidably injure fish or wildlife or their habitat in that the Project Site is located in an urbanized setting, is a developed site, and the proposed subdivision includes mitigation measures, as identified in the Mission Point Project EIR. Although the EIR identified significant unavoidable environmental impacts in the resource areas of air quality and noise, the City Council made findings pursuant to Public Resources Code Section 21081 that there exist certain overriding economic, social and other considerations for approving the Revised Project that justify the occurrence of those impacts.

G. The design of the subdivision and type of improvements will not conflict with easements acquired by the public at large or use of property within the proposed subdivision in that it is designed to avoid encroachment and conflicts with public easements in the site design.

H. The Vesting Tentative Subdivision Map for the Revised Project provides, to the extent feasible, for future passive or natural heating or cooling opportunities, in that it would allow flexibility in the development standards to maximize the benefits of green building standards for site and building design.

3. Based on the findings set forth in this Resolution and the evidence in the Staff Report and such other evidence as received at the public hearings on this matter before the City Council, the City Council hereby approves the Vesting Tentative Subdivision Map for the Revised Project, substantially in the form on file as shown on the attached Vesting Tentative Subdivision Map for the Revised Project and Conditions of Vesting Tentative Subdivision Map Approval for the Revised Project, attached hereto and incorporated herein by this reference.

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4. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 19TH DAY OF NOVEMBER, 2024, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Vesting Tentative Subdivision Map
2. Conditions of Vesting Tentative Subdivision Map Approval, Option B

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Conditions of Tentative Vesting Subdivision Map Approval

PLN22-00635 / 4995 Patrick Henry Drive & 3005 Democracy Way

Project Description: Tentative Map to subdivide the property into five lots (includes the vacation of Democracy Way)

GENERAL

G1. **Effective Date**. This Permit shall only become effective at such time as the General Plan Amendment, PD Zoning, and Development Agreement have been adopted by the Decision-making body and have taken effect.

G2. **Conformance with Plans.** Prior to the issuance of Building Permit, the development of the site and all associate improvements shall conform to the approved plans on file with the Community Development Department, Planning Division. No change to the plans will be made without prior review by the Planning Division through approval of a Minor Amendment or through an Architectural Review, at the discretion of the Director of Community Development or designee. Each change shall be identified and justified in writing.

G3. **Conditions of Plans.** All conditions of approval for this Permit shall be reprinted and included within the first three sheets of the building permit plan sets submitted for review and approval. At all times these conditions of approval shall be on all grading and construction plans kept on the project site.

G4. **Necessary Relocation of Public Facility.** If relocation of an existing public facility becomes necessary due to a conflict with the developer's new improvements, then the cost of said relocation shall be borne by the developer.

G5. **Indemnify and Hold Harmless.** The owner or designee agrees to defend and indemnify and hold City, its officers, agents, employees, officials and representatives free and harmless from and against any and all claims, losses, damages, attorney's fees, injuries, costs, and liabilities from any suit for damages or for equitable or injunctive relief which is filed by a third party against the City by reason of its approval of owner or designee's project.

G6. **Code Compliance.** The construction permit application drawings submitted to the Santa Clara Building Division shall include an overall California Building Code analysis; proposed use and occupancy of all spaces (CBC Ch. 3), all building heights and areas (CBC Ch. 5), all proposed types of construction (CBC Ch. 6), all proposed fire and smoke protection features, including all types of all fire rated penetrations proposed (CBC Ch. 7), all proposed interior finishes fire resistance (CBC Ch. 8), all fire protection systems proposed (CBC Ch. 9), and all means of egress proposed (CBC Ch. 10). Noncombustable exterior wall, floor, and roof finishes are strongly encouraged.

a. During construction retaining a single company to install all fire related penetrations is highly recommended.
b. The grade level lobbies shall be minimum 1-hour rated all sides and above.
c. All stair shafts shall be minimum 1-hour rated.
d. All elevator shafts shall be minimum 1-hour rated.
e. All trash chute shafts shall be minimum 1-hour rated.
f. Recommendation: provide minimum two trash chutes; one for recyclables, one for trash, each trash chute to be routed down to a grade level trash collection room.
g. Any trash rooms shall be minimum 1-hour rated all sides and above.

G7. **Building Codes as Amended.** See Title 15 of the Santa Clara City Code for any amendments to the California Building Codes.

G8. **Reach Codes.** This project is subject to the provisions of the City of Santa Clara 2022 Reach Code, effective January 2022. See Ordinance No. 2034 and/or Title 15 of the Santa Clara City Code.
   a. Chapter 15.36 – Energy Code for "all electric" provisions for new construction.
   b. Chapter 15.38 – Green Building Code for additional Electric Vehicle Charging requirements for new construction.

G9. Comply with all applicable codes, regulations, ordinances and resolutions.

COMMUNITY DEVELOPMENT – PLANNING DIVISION

P1. The project shall comply with the Conditions of Approval for the associated Planned Development Rezoning (PLN2018-13400) and any subsequent Architectural Review approvals.

PARKS & RECREATION DEPARTMENT

PR1. The parcel(s) that may be set aside for the future park shall not be deemed accepted by the City, nor shall it be deeded to the City as an easement or fee simple, until (1) the Commission has made recommendation to City Council and Council then approves the park, and (2) the park improvements have been completed and accepted by the City in accordance with a Park Agreement that the developer is required to enter into with the City.

PUBLIC WORKS DEPARTMENT - ENGINEERING

DESIGN / PERFORMANCE—PRIOR TO BUILDING PERMIT ISSUANCE

E1. Obtain site clearance through Public Works Department prior to issuance of Building Permit. Site clearance will require payment of applicable development fees. Other requirements may be identified for compliance during the site clearance process. Contact Public Works Department at (408) 615-3000 for further information.

E2. All work within the public right-of-way and/or public easement, which is to be performed by the Developer/Owner, the general contractor, and all subcontractors shall be submitted within a Single Encroachment Permit to be reviewed and issued by the City Public Works Department. Issuance of the Encroachment Permit and payment of all appropriate fees shall be completed prior to commencement of work, and all work under the permit shall be completed prior to issuance of occupancy permit.

E3. Submit public improvement/encroachment permit plans prepared in accordance with City Public Works Department procedures which provide for the installation of public improvements directly to the Public Works Department. Plans shall be prepared by a Registered Civil Engineer and approved by the City Engineer prior to approval and recordation of final map and/or issuance of building permits.

E4. Obtain Council approval of a resolution ordering vacation of Democracy Way street right-of-way, through Public Works Department, and pay all appropriate fees, and fair market value, prior to building permit issuance for Phase 1 of project development.

E5. All utilities within Democracy Way shall be relocated prior to summary vacation of Democracy Way.

E6. Bioretention areas shall be outside of the public ROW and public easements.

E7. Developer shall complete the relocation of utilities within Democracy Way prior to Council approval of a resolution ordering the vacation of Democracy Way street right-of-way and prior to recordation of the Final Map.

E8. Prior to issuance of building permit for Phase 1, pay appropriate fee through Public Works Department to initiate the processing of a Grant Deed or easement document, per SVP requirements, for dedication of electric substation to the City.

E9. Damaged curb, gutter, and sidewalk within the public right-of-way along property's frontage shall be repaired or replaced (to the nearest score mark) in a manner acceptable to the City Engineer or his designee. The extents of said repair or replacement within the property frontage shall be at the discretion of the City Engineer or his designee.

E10. Submit public improvement plans prepared in accordance with City Public Works Department procedures which provide for the installation of public improvements. Plans shall be prepared by a Registered Civil Engineer and approved by the City Engineer prior to approval and recordation of final map and/or issuance of building permits.

E11. Maintain required vertical height clearance from top of pavement to bottom of skybridge per Santa Clara Fire Department.

E12. After City Council approval of the Tentative Map, submit the Subdivision Map, prepared by a Licensed Land Surveyor or a Registered Civil Engineer with Land Surveyor privileges to the Engineering Department. The submittal shall include a title report, closure calculations, and all appropriate fees.

E13. Terminate public right-of-way encroachment agreements and remove PVC conduits crossing Democracy Way (SC 15,643) and Patrick Henry Drive (SC 15,727).

E14. Dedicate, as required, on-site easements for new sidewalk, storm drain main, and any other new utilities by means of Subdivision Map or approved instrument at time of development.

STREETS DIVISION

General Condition: The Streets Division deems the Rezone and General Plan Amendment complete, however, the Streets Division will need to review and approve the architectural review for these individual projects to ensure that they meet right-of-way landscape, solid waste and stormwater requirements. The plans provided for the rezone and GPA only included overall conceptual plans, which is not enough detail for Streets to provide an appropriate review.

Right of Way Landscape

DESIGN/PERFORMANCE PRIOR TO ISSUANCE OF BUILDING PERMIT

L1. Include City of Santa Clara Tree Preservation/City Arborist specifications on all improvement plans.

L2. Identify existing mature trees to be maintained. Prepare a tree protection plans for review and approval by the City prior to any demolition, grading or other earthwork in the vicinity of existing trees on the site.

L3. 2:1 tree replacement ratio required for all trees removed from site.

DURING CONSTRUCTION OR OPERATION

L4. No cutting of any part of ***public***, including roots, shall be done without securing prior approval of the City Arborist. Tree trimming/removal shall be done in accordance to the City of Santa Clara Tree Preservation/City Arborist specifications and with direct supervision of a certified arborist (Certification of International Society of Arboriculture).

PRIOR TO FINAL OF BUILDING PERMIT

L5. If 2:1 replacement ratio can not be met for removal of right of way landscape trees, tree planting fee must be paid prior to building permit final.

Solid Waste

DESIGN/PERFORMANCE PRIOR TO ISSUANCE OF BUILDING PERMIT

SW1. The applicant shall complete and provide the Post-Construction Solid Waste Generation Estimation and Collection Form, which includes the estimation of trash and recycling materials generated from the project. Use the City's Solid Waste Guidelines for New and Redevelopment Projects as specified by the development type. Contact the Public Works Department at Environment@SantaClaraCA.gov or (408) 615-3080 for more information.

SW2. The applicant shall provide a site plan showing all proposed locations of solid waste containers, chutes, compactors, trash enclosures and trash staging areas. The site plan shall show the route or access for trash and recycling collectors (trucks) including vertical clearance, turning radius and street/alley widths. All plans shall comply with the City's Solid Waste Guidelines. Solid metal roof, gates and a trench drain shall be installed within the trash enclosure and connected to the on-site sewer system.

SW3. For projects that involve construction, demolition or renovation of 5,000 square feet or more, the applicant shall comply with City Code Section 8.25.285 and recycle or divert at least sixty five percent (65%) of materials generated for discard by the project during demolition and construction activities. No building, demolition, or site development permit shall be issued unless and until applicant has submitted a construction and demolition debris materials check-off list. Applicant shall create a Waste Management Plan and submit, for approval, a Construction and Demolition Debris Recycling Report through the City's online tracking tool at http://santaclara.wastetracking.com/.

SW4. This project is subject to the City's Accumulation, Transportation and Disposal of Solid Waste Ordinance (Chapter 8.25 of the Municipal Codes), which requires the handling and disposal of waste by authorized service haulers. Insert the General Notes for the Construction & Demolition (C&D) Waste Management into construction plans in accordance with the City's municipal codes prior to the issuance of a Building or Grading permit. Provide the Green Halo waste online tracking number to Building staff prior to the issuance of a demolition or building permit.

SW5. Project applicant shall contact the Public Works Department, Street Maintenance Division at (408) 615-3080 to verify if the property falls within the City's exclusive franchise hauling area. If so, the applicant is required to use the City's exclusive franchise hauler and rate structure for any hired debris boxes. Prior to the issuance of a Public Works clearance, the project applicant shall complete and sign the Construction and Demolition (C&D) / Waste Management Rules and Regulations Form.

DURING CONSTRUCTION OR OPERATION

SW6. Applicant to track all waste generated and upload debris tags to GreenHalo for City staff review.

PRIOR TO FINAL OF BUILDING PERMIT

SW7. Prior to obtaining a Temporary or Final Certificate of Occupancy, individual weight tickets for all materials generated for discard or reuse by the project during demolition and

construction activities shall be uploaded to Green Halo and submitted for review and approval by Environmental Services. At a minimum two (2) weeks review time is required.

Stormwater

DESIGN/PERFORMANCE PRIOR TO ISSUANCE OF BUILDING PERMIT

ST1. Prior to City's issuance of Building or Grading Permits, the applicant shall develop a Final Stormwater Management Plan, update the C.3 Data Form, the Special Project Narratives and Worksheet (as appropriate), and an Erosion and Sediment Control Plan.

ST2. The Final Stormwater Management Plan and all associated calculations shall be reviewed and certified by a qualified 3rd party consultant from the SCVURPPP List of Qualified Consultants, and a 3rd party review letter (on design) shall be submitted with the Plan.

ST3. For project that disturbs a land area of one acre or more, the applicant shall provide a copy of the Notice of Intent (NOI) with WDID number for coverage under the State Construction General Permit. Active projects with NOI will be inspected by the City once per month during the wet season (October – April).

ST4. The applicant shall incorporate Best Management Practices (BMPs) into construction plans and incorporate post-construction water runoff measures into project plans. Include the SCVURPPP Countywide Construction BMPs Plan Sheet with the plans. Applicant to add Source control measures with designations from C.3 stormwater handbook, Appendix H.

ST5. Include the C.3 Treatment Facilities Construction Notes on the Improvement Plans and/or Stormwater Control Plans.

ST 6. Include C.3 Stormwater Treatment Facilities Construction general notes on the improvement plans.

ST7. Decorative and recreational water features such as fountains, pools, and ponds shall be designed and constructed to drain to the sanitary sewer system only.

ST8. For single-family homes and other small projects that create and/or replace 2,500 – 10,000 square feet of impervious surface area, the applicant shall implement at least one of the following site design measures:

a. Direction of roof runoff into cisterns or rain barrels

b. Direction of roof, sidewalk, walkway, patio, driveway, or parking lot runoff onto vegetated areas

c. Construction of sidewalks, walkways, patios, bike lanes, driveways, and parking lots with permeable surfaces

Plans shall specify which site design measures are selected for the project and show the direction of flow from impervious surfaces to the selected site design measures. All measures shall meet the design criteria in the 2016 C.3. Stormwater Handbook, Appendix K: Standard Specifications for Lot-Scale Measures for Small Projects.

ST9. Interior floor drains shall be plumbed to the sanitary sewer system and not connected to the City's storm drain system.

ST10. Floor drains within trash enclosures shall be plumbed to the sanitary sewer system and not connected to the City's storm drain system.

ST11. The use of architectural copper is prohibited.

DURING CONSTRUCTION OR OPERATION

ST12. Applicant shall install biotreatment soil media that meets the minimum specifications as set forth in the SCVURPPP C.3 Stormwater Handbook. If percolation rate test of the biotreatment soil mix is not performed on-site, a certification letter from the supplier verifying that the soil meets the specified mix (the date of such document shall not be older than 3 months).

ST13. Stormwater treatment facilities must be designed, installed, and maintained to achieve the site design measures throughout their life in accordance to the SCVRUPPP C.3 Stormwater Handbook (Chapter 6 and Appendix C).

ST14. Any site design measures used to reduce the size of stormwater treatment measures shall not be installed for the project without the written approval from the City, installing the corresponding resizing of other stormwater treatment measures and an amendment of the property's O&M Agreement.

ST15. Developer shall install an appropriate stormwater pollution prevention message such as "No Dumping – Flows to Bay" on any storm drains located on private property.

ST16. All outdoor equipment and materials storage areas shall be covered and/or bermed, or otherwise designed to limit the potential for runoff to contact pollutants.

PRIOR TO FINAL OF BUILDING PERMIT

ST17. As-Built drawing shall be submitted to the Public Works Department.

ST18. Applicant shall schedule and City shall conduct a final C.3 inspection.

ST10. Permeable Pavement, Media Filter vaults, Interceptor Trees and Trash Full Capture Devices shall be inspected by a third-party reviewer and/or manufacturer representative for conformance with the details and specifications. If necessary, percolation test shall be performed to ensure proper installation. A map displaying the number, location and details of full trash capture devices shall be prepared as an attachment to the Operations and Maintenance (O&M) Agreement with the City.

ST11. The property owner shall enter into an Operation and Maintenance (O&M) Agreement with the City for all installed stormwater treatment measures and full trash capture devices in perpetuity. Applicants should contact Public Works Dept. - Environmental Services at (408) 615-3080 or Street@SantaClaraCA.gov for assistance completing the Agreement. For more information and to download the most recent version of the O&M Agreement, visit the City's stormwater resources website at http://santaclaraca.gov/stormwater. Inspection of permeable pavement, media filter

vaults and full trash capture devices is to be done annually by December 31 of each year.

SILICON VALLEY POWER

SVP1. Maximum substation size shall not exceed 225 feet (long) x 120 feet (wide). Final dimensions are to be finalized as part of the detailed design efforts.

SVP2. Maximum substation parcel must be the final building dimensions plus a minimum of the 30 feet set back from the property line.

WATER & SEWER DEPARTMENT

W1. Related Approvals: Applicant shall comply with all related City approvals, entitlements, permits, or requirements associated with the subject property, unless explicitly superseded or revised by the Director of Water and Sewer Utilities.

W2. Separate Services: Applicant shall provide separate water, recycled water, sanitary sewer, and fire services connected to a public main in the public right-of-way services for each parcel to the satisfaction of the Director of Water & Sewer Utilities. Different types of water and recycled water use (domestic, irrigation, fire) shall be served by separate water services, each separately tapped at the water main. Services cannot cross a different parcel than the one it serves. No parcel shall be created that requires an easement from an adjacent parcel in order to be served. Tapping on existing fire service line(s) is prohibited. Approved backflow prevention device(s) are required on all potable water services.

W3. Easements: Prior to City's issuance of Building or Grading Permits, the applicant shall provide a dedicated water utility easement around the backflow prevention device onsite. The water utility easement for the water services and all other public water appurtenances shall be a minimum 15 feet wide and be adjacent to the public right-of-way without overlapping any public utility easement. Additionally, the applicant shall submit plans defining existing easements so Water Division can verify if there are any conflicts with proposed easements and water utilities.

ACKNOWLEDGEMENT AND ACCEPTANCE OF CONDITIONS OF APPROVAL

Permittee/Property Owner

The undersigned agrees to each condition of approval and acknowledges and hereby agrees to use the project property on the terms and conditions set forth in this permit.

Signature: _____

Printed Name: _____

Relationship to Property: _____

Date: _____

Pursuant to Santa Clara City Code 18.128.100, the applicant shall return this document to the Department, properly signed and dated, within 30-days following the date of the Acknowledgement.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SANTA CLARA AND KYLLI, INC. FOR THE PROPERTY LOCATED AT 4995 PATRICK HENRY DRIVE AND 3005 DEMOCRACY WAY, SANTA CLARA

SCH#2018072068
PLN2017-12924 (General Plan Amendment)
PLN2018-13400 (Rezoning)
PLN22-00635 (Vesting Tentative Subdivision Map)
PLN21-15387 (Development Agreement)
Project "Option A"

WHEREAS, California Government Code Sections 65864 through 65869.51 ("Development Agreement Act") authorize cities to enter into binding development agreements with owners of real property and these agreements govern the development of the property; and

WHEREAS, Kylli, Inc., through its wholly-owned subsidiary Innovation Commons Owner, LLC ("Owner") has requested that the City of Santa Clara ("City") enter into the type of agreement contemplated by the Development Agreement Act; and

WEHERAS, City staff have negotiated and recommended for approval a Development Agreement subject to specific conditions of approval, all attached as Exhibit "Development Agreement for Mission Point", with Owner in connection with the proposed development of up to 4,913,000 gross square feet of new development, including up to 1,800 units (approximately 1.8 million square feet of residential uses), up to three million square feet of office/research-and-development ("R&D"), approximately 100,000 square feet of retail, and approximately 10,000 square feet of childcare facilities; public right-of-way improvements, and site infrastructure and utilities ("Project") at 4995 Patrick Henry Drive and 3005 Democracy Way, Santa Clara ("Project Site");

WHEREAS, the Project approvals will include the Environmental Impact Report (EIR) for the Mission Point Project; General Plan Amendment from High-Intensity Office/Research and Development (maximum FAR 2.0), to the new Urban Center Mission Point (minimum FAR 1.5) land use designation for Areas "A", "B", and "C", and to the new Urban Center Mixed Use (60 -

250 dwelling units per acre) land use designation for Area “D”; Rezoning from High-Intensity Office/Research and Development (HO-RD) to Planned Development (PD); Vesting Tentative Subdivision Map; and the adoption of this Development Agreement Ordinance (collectively, the “Approvals”);

WHEREAS, Santa Clara City Code Section 17.10.120 requires the Planning Commission to hold a public hearing before making a recommendation on the approval of a Development Agreement;

WHEREAS, on November 6, 2024, the Planning Commission conducted a duly noticed public hearing to consider the proposed Development Agreement, at the conclusion of which, the Planning Commission voted to recommend approval to the City Council;

WHEREAS, the City Council has reviewed the Development Agreement for the Project, and has considered all available facts related to the Development Agreement for the Project;

WHEREAS, before considering the Development Agreement, the City Council reviewed and considered the information contained in the DEIR, FEIR and Appendix to the FEIR, that combined constitute the EIR for the Project (SCH#2018072068);

WHEREAS, notice of the November 19, 2024 public hearing on the proposed Development Agreement was published in the ***Santa Clara Weekly***, a newspaper of general circulation for the City, on November 6, 2024;

WHEREAS, notices of the November 19, 2024 public hearing on the Development Agreement were mailed to all property owners within a quarter mile of the property, according to the most recent assessor’s roll, on November 7, 2024, and to all local agencies expected to provide essential facilities or services to the Project;

WHEREAS, on November 19, 2024, the City Council conducted a public hearing to consider the Development Agreement, for the Project and related applications, at which time all interested persons were given an opportunity to give testimony and present evidence, both in favor of and in opposition to the proposed Development Agreement.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

SECTION 1: The City Council hereby finds and determines that the forgoing recitals are true and correct and by reference makes them a part hereof.

SECTION 2: That the City Council hereby approves the Development Agreement between the City of Santa Clara and Kylli, Inc. for the property located at 4995 Patrick Henry Drive and 3005 Democracy Way (APNs: 104-04-150, 104-04-142, 104-04-143, 104-04-151, 104-04-112, 104-04-113, 104-04-065, 104-04-111, 104-04-064), incorporated by this reference, subject to such minor and clarifying changes consistent with the terms thereof as may be approved by the City Attorney prior to execution thereof.

SECTION 3: Pursuant to Government Code Sections 65867 and 65867.5, the City Council hereby finds that the provisions of the Development Agreement are consistent with the General Plan, in that the proposed project creates a mixed-use development of the scale and character that complements and is supportive of the surrounding uses and existing and planned transit facilities; creates a mixed-use development that maximizes density with accessibility to alternative transportation modes, and integrates pedestrian, bicycle, transit, open space and outdoor uses to encourage active centers.

SECTION 4: The City Council hereby finds and determines that the Development Agreement complies with all requirements of Government Code Section 65865.2, in that the Development Agreement specifies the duration of the Agreement (10 years, with three 5 year extension options), lists the permitted uses of the property (residential, commercial, office/research & development, and mixed use), sets the density and intensity of the proposed uses (60 to 250 dwelling units per acre with up to 3.1 Million square feet of nonresidential development), sets the maximum height and size of the proposed buildings (192 feet, as depicted on the Exhibit "PD Development Plans" to Resolution No. ___), and includes provisions for the dedication of land for public purposes (up to 7.6 acres).

SECTION 5: The City Manager and/or his designee is hereby authorized and directed to perform

all acts to be performed by the City in the administration of the Development Agreement pursuant to the terms of the Development Agreement, including but not limited to conducting annual reviews of compliance as specified therein. The City Manager or designee is further authorized and directed to perform all other acts, enter into all other agreements, and execute all other documents necessary or convenient to carry out the purposes of this Ordinance and the Development Agreement.

SECTION 6: Except as specifically set forth herein, this Ordinance suspends and supersedes all conflicting resolutions, ordinances, plans, codes, laws, and regulations.

SECTION 7: This Ordinance shall not be codified in the Santa Clara City Code.

SECTION 8: Effective date. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of "The Charter of the City of Santa Clara, California."

PASSED FOR THE PURPOSE OF PUBLICATION this 19TH DAY OF NOVEMBER, 2024, by the following vote:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Exhibit "Development Agreement for Mission Point"

S:\Attorney\RESOLUTIONS\Form Resolution-City.doc

RECORD WITHOUT FEES
PURSUANT TO GOVERNMENT CODE § 6103

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: City of Santa Clara City Clerk's Office 1500 Warburton Avenue Santa Clara, California 95050	

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

DEVELOPMENT AGREEMENT
FOR
MISSION POINT
(MIXED USE)

BETWEEN

THE CITY OF SANTA CLARA,

a chartered California municipal corporation,

AND

INNOVATION COMMONS OWNER LLC,

a Delaware limited liability company

Effective Date *_____

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DEVELOPMENT AGREEMENT
FOR
MISSION POINT
(MIXED USE)

This DEVELOPMENT AGREEMENT ("Agreement"), dated for reference purposes as of _____, 2024 is entered into by and between CITY OF SANTA CLARA ("City"), a chartered California municipal corporation, and INNOVATION COMMONS OWNER LLC, a Delaware limited liability company ("Developer"), (collectively the "Parties") and is effective on the date set forth in Recital N.

RECITALS

Developer and City enter into this Agreement on the basis of the following facts, understandings and intentions, and the following recitals are a substantive part of this Agreement:

A. Sections 65864 through 65869.5 of the California Government Code authorize the City to establish procedures to enter into binding development agreements with persons having legal or equitable interests in real property located within the City for development of property.

B. "The Code of the City of Santa Clara, California" ("SCCC") Section 17.10.010 and following, establishes the authority and procedure for review and approval of proposed development agreements.

C. Developer is currently the legal owner of the property ("Property") governed by this Agreement. The Property consists of nine (9) separate parcels (APNs 104-04-064, 104-04-065, 104-04-111, 104-04-112, 104-04-113, 104-04-142, 104-04-143, 104-04-150 and 104-04-151) totaling approximately 48.6 acres, as further legally described and depicted in Exhibit A, attached hereto and incorporated by this reference.

D. Developer has submitted the following application(s) to the City (each such application being referenced herein as modified and finally approved by the City Council): (i) a General Plan Amendment to change the use designation of the Property from the existing *High-Intensity Office/R&D* designation to a newly established designation of *Urban Center Mixed Use and Urban Center Mission Point)* (#PLN _____; CEQ _____) ("General Plan Amendment"); (ii) a rezoning of the Property ("Rezoning") from *High Intensity Office/R&D* to *Planned Development* ("PD") with a Development Plan that includes a Transportation Demand Management Plan ("TDMP"), Affordable Housing Plan ("AHP") and Parks & Open Space Plan ("POSP") (#PLN _____, CEQ _____) (collectively, the "Development Plan"); and (iii) a vesting tentative subdivision map to merge and re-subdivide the Property, vacate Democracy Way, including relocation of the underground public improvements (#PLN _____, CEQ_____) ("VTM"). The applications in the foregoing subparagraphs D. (i),(ii), and (iii) are collectively referred to as the "Project Approvals".

E. The Project Approvals would authorize the Developer to redevelop the Property with an infill, mixed-use neighborhood consisting of up to 3 million gross square feet ("gsf") of

office/research and development ("R&D") space, approximately 100,000 gsf of neighborhood retail space, and up to 1,800 multifamily residences by consolidating, on a smaller portion of the Property, the square footage for office/R&D previously assumed in the City's General Plan (for the former Yahoo! campus) to accommodate new multifamily housing, including affordable housing, public parks and private open space, neighborhood serving services, childcare and retail, Silicon Valley Power ("SVP") facilities (collectively, the "Project").

F. The Project components, including but not limited to the proposed buildings, access and parking facilities, landscaping, parks and open space, and infrastructure improvements, and potential development sequencing to ensure necessary infrastructure support for the Project are all more particularly shown in the Development Plan consisting of *____ sheets of plans dated _____ and on file with City (#PLN _____, CEQ _____), the VTM consisting of * _____ sheets of plans dated _____ and on file with the City (#PLN _____, CEQ_____), and the applicable conditions of approval, subject of that certain Notice of Conditions of Approval recorded in the Official Records as Document No. _____ ("COAs") for the Development Plan and VTM, all incorporated herein by reference as if set forth in full. Certain improvements as set forth in the COAs are necessary to provide infrastructure support for the Project.

G. Through this Agreement, the Parties intend to preserve the size and density of development as set forth in the Project Approvals. City and Developer each acknowledge that development and construction of the Project is a large-scale undertaking involving major investments by Developer and City, and assurances that Developer will be allowed to develop and use the Property in accordance with the terms and conditions set forth herein and the existing rules governing development of the Property will benefit both Developer and City.

H. City is willing to enter this Agreement for the reasons enumerated in SCCC Section 17.10.010 to (i) eliminate uncertainty in the comprehensive development planning of large-scale projects in the City, such as the Project; (ii) secure orderly development and fiscal benefits for public services, improvements and facilities planning in the City, including the voluntary, supplementary community benefits offered by the Developer; (iii) meet the goals of the General Plan; and (iv) plan for and concentrate public and private resources for the mutual benefit of both Developer and City.

I. Developer acknowledges and recognizes that material inducements for the City to enter into this Agreement include opportunities to:

i. Support the City's North Santa Clara planning effort by converting an underutilized 48.6-acre site, primarily used as a surface parking lot, to a pedestrian-oriented, high-intensity and high-density mixed-use development that is sustainable and inclusive by design, with a range of building types, connections between people, places, and open space;

ii. Broaden the housing supply and business opportunities in North Santa Clara through development of a human-centric, interconnected urban

neighborhood that provides a diverse and complementary mix of residential, commercial, retail and community uses with up to 3 million gsf of office/research and development ("R&D") space, approximately 100,000 gsf of neighborhood retail space, approximately 10,000 sf childcare and up to 1,800 multifamily residences;

iii. Promote an active pedestrian realm with continuous access to at-grade, podium-level, and rooftop private open space and at-grade public parks with flexible programming that will add substantial public park area and private open space to North Santa Clara;

iv. Promote and support local, regional, and State of California (State) mobility and greenhouse gas reduction objectives to reduce vehicle miles traveled and infrastructure costs through infill and mixed-use development in an existing urbanized and transit-rich area;

v. Facilitate ridership of multimodal transportation and minimize vehicular infrastructure, while providing efficient access to sufficient and flexible parking that meets current and future demand;

vi. Meet and exceed the City's Affordable Housing Ordinance and Inclusionary Zoning requirements; and

vii. Promote and facilitate opportunities for childcare and grocery services in North Santa Clara; and

viii. Provide at least $5 Million, subject to CPI, in voluntary funding towards public art and cultural programing; and

ix. Provide up to $3 Million, subject to CPI, in voluntary funding for the City-led intersection improvements at Mission College and Great America Parkway.

x. Provide up to $3.5 Million, subject to CPI, in voluntary funding for the City's purchase of a new ladder truck and fire engine; and

xi. Provide for the voluntary allocation of point of sale to secure tax revenues from the construction of the Project for the benefit of the City's general fund.

b. In addition to the benefits of the Project and the voluntary community benefit contributions by Developer, the Project will also provide for, upgraded utility infrastructure, payment of substantial new development impact fees, school fees, increased property taxes to support public services and facilities and provide opportunities for construction and permanent jobs.

J. City's willingness to enter into this Agreement is a material inducement to Developer to implement the Project, and Developer proposes to enter this Agreement in order (i) to

obtain assurances from City that the Property may be developed, constructed, completed and used pursuant to this Agreement, and in accordance with existing policies, rules and regulations of the City, subject to the exceptions and limitations expressed herein and the term of this Agreement; and (ii) to provide for a coordinated and systematic approach to funding the cost of certain public improvements and facilities planned by the City, and to establish the timing and extent of contributions required from Developer for these purposes.

K. Developer requested City enter into this Agreement, and proceedings have been taken in accordance with State law, as set forth below.

L. On *_____, _____, and _____, City's Planning Commission held a duly noticed public hearings on the Project, where following public testimony, the Planning Commission by adoption of Resolutions *_____, ____, _____, and _____ recommended that the City Council (i) approve and certify the Final Environmental Impact Report ("EIR") pursuant to the California Environmental Quality Act ("CEQA"), making findings with respect thereto, adopting a Mitigation Monitoring and Reporting Plan ("MMRP"), and adopting a Statement of Overriding Considerations ("SOC"); (ii) approve the General Plan Amendment; (iii) approve the Rezoning and Development Plan, including TDMP and AHP, subject to COAs; (iv) approve the VTM, subject to COAs; and (v) approve this Agreement.

M. On *_____, the City Council held a duly noticed public hearing on the Project, where following public testimony, the City Council, by adoption of Resolutions * ____, ___, ____ and ____ (i) approved and certified the EIR pursuant to CEQA, making findings with respect thereto and adopting a MMRP and SOC; (ii) approved the General Plan Amendment; (iii) approved the Rezoning and Development Plan, including TDMP and AHP, subject to COAs; (iv) approved the VTM, subject to COAs; and introduced Ordinance No. *_____, approving this Agreement.

N. On *_____, the City Council adopted Ordinances Nos. *_____ and _____, rezoning the property and approving the Development Plan, and enacting this Agreement, and the Ordinances became effective thirty (30) days later on *_____ ("Effective Date").

AGREEMENT

NOW, THEREFORE, pursuant to the authority contained in California Government Code Section 65864 and following, and SCCC Section 17.10.010 and following, and in consideration of the mutual representations, covenants and promises of the Parties, the Parties hereto agree as follows below. A glossary of defined terms in this Agreement is provided in Exhibit C.

1. TERM

1.1 Effective Date. The term ("Term") of this Agreement shall commence on the Effective Date (set forth above) and shall continue for a period of ten (10) years after the Effective Date, unless sooner terminated or extended as hereinafter provided.

1.2 Term Extensions. Notwithstanding the provisions of Section 1.1 the Term may be extended as follows and each such extension shall be documented by Operating Memoranda pursuant to Section 22.1:

a. **First Extension**. If either of the following (a)(i) [First Extension Performance Option] or (a)(ii) [First Extension Payment Option], below occur then the Term of this Agreement may, at the request of the Developer, be extended by an additional five (5) years for a total Term of fifteen (15) years:

(i) First Extension Performance Option: a building permit(s) ("Building Permit") has been issued for a residential building within the Project containing at least ninety (90) units for Very Low Income Households prior to January 15, 2031 and at least two and one half (2.5) acres or more of public or private parks or trail improvements on the Property have been approved and either completed or subject to a binding public improvement agreement and secured by financial security acceptable to the City (e.g., performance bonds), and at least one of the following (A) or (B) has occurred:

(A) Developer satisfies the obligations in Section 4.16 related to delivery of a Grocery Store or an Approved Grocery Alternative ("Grocery Performance Milestone"); or

(B) Developer satisfies the obligations in Section 4.17 related to delivery of Childcare Facility or an Approved Childcare Alternative ("Childcare Performance Milestone").

(ii) First Extension Payment Option. Developer pays to the City an amount of one dollar ($1.00), as adjusted by CPI from the Effective Date, for all remaining maximum allowed square feet of the Project that are not complete or subject to a Building Permit as of the date the First Extension Payment Option is exercised.

b. **Second Extension.** If, in addition to satisfaction of (a) [First Extension] above, either of the following (b)(i) [Second Extension Performance Option] or (b)(ii) [Second Extension Payment Option], below occur, then the Term of this Agreement may, at the request of the Developer, be extended, by an additional five (5) years for a total Term of twenty (20) years:

(i) Second Extension Performance Option. A Building Permit has been issued for at least one hundred and eighty (180) total affordable units, and at least 5 acres or more of public or private parks or trail improvements on the Property have been approved and either complete or subject to a binding public improvement agreement and secured by financial security acceptable to the City (e.g., performance bonds), and Developer has completed either the

Grocery Performance Milestone or the Childcare Performance Milestone as defined in (a)(i).

(ii) Second Extension Payment Option. Developer pays to the City an amount of one dollar and fifty cents ($1.50), as adjusted by CPI from the Effective Date, for all remaining maximum allowed square feet of the Project that are not complete or subject to a Building Permit as of the date the Second Extension Payment Option is exercised.

c. **Third Extension**. If, in addition to satisfaction of (a) [First Extension] and (b) [Second Extension], above, either of the following (c)(i) [Third Extension Performance Option] or (c)(ii) [Third Extension Payment Option], below occur, then the Term of this Agreement may, at the request of the Developer, be extended by an additional five (5) years for a total Term of (25) years.

(i) Third Extension Performance Option. A Building Permit has been issued for at least two hundred and seventy (270) total affordable units, at least 7.4 acres or more of public or private parks or trail improvements on the Property have been approved and either complete or subject to a binding public improvement agreement and secured by financial security acceptable to the City (e.g., performance bonds), and Developer has completed both the Grocery Performance Milestone and the Childcare Performance Milestone as defined in (a)(i).

(ii) Third Extension Payment Option. Developer pays to the City an amount of two dollars ($2.00), as adjusted by CPI from the Effective Date, for all remaining maximum allowed square feet of the Project that are not complete or subject to a Building Permit as of the date the Third Extension Payment Option is exercised.

1.3 Expiration. Following expiration of the Term or any extension, or if sooner terminated, this Agreement shall have no force and effect, subject, however, to post-termination obligations of Developer and City. The Parties agree that the term of any VTM shall expire and be of no further force or effect upon expiration of this Agreement.

2. DEVELOPMENT OF THE PROPERTY

2.1 Property. The Property that is the subject of this Agreement is that certain real property described in Exhibit A attached hereto. The Parties acknowledge that the VTM is intended to resubdivide the entire Property. Therefore, upon the request of Developer, City agrees to meet and confer with Developer on whether, for ease of future reference, to replace the legal description in Exhibit A with the final legal descriptions shown on the recorded Final Map(s) that describe the entire Property, subject to the City's confirmation that the Final Maps accurately describe the Property. The determination of whether to replace the legal description in Exhibit A with the final legal descriptions shown on the Final Map(s) shall be made at the City's sole discretion.

2.2 Binding Covenants. It is intended and agreed that the provisions of this Agreement shall constitute covenants that shall run with the Property, and the benefits and burdens hereof shall bind and inure to all successors in interest to the Parties hereto.

2.3 Life of Approvals. Pursuant to Government Code section 66452.6(a) and this Agreement, the life of the Project Approvals (defined in Recital D) and all subsequent Project approvals, including but not limited to architectural approval(s) and tree removal permit(s) (each a "Subsequent Project Approval" and collectively with the Project Approvals the "Approvals") shall automatically be extended to and until the later of the following: (1) the end of the Term of this Agreement; or (2) the end of the term or life of any such Approval. Notwithstanding the foregoing, the Vested Elements secured by Developer under this Agreement shall have a life no greater than the Term of this Agreement, and any extension thereof.

2.4 Vested Elements. The permitted uses of the Property, the maximum density and intensity of use, the maximum heights, locations, numbers and gross square footage of the proposed buildings, the provisions for vehicular access and parking, reservation or dedication of land for public purposes or fees in-lieu thereof, provision for construction of public improvements and/or required fees associated with the Project as provided in, and limited by, the Approvals and this Agreement, shall be vested and are hereby vested and referred to as vested elements ("Vested Elements"). In addition to the foregoing Vested Elements, other terms and conditions of development applicable to the Project are set forth in the following documents as they exist as of the Effective Date:

a. The General Plan of the City of Santa Clara, current as of the Effective Date, the terms and conditions of which are incorporated herein by this reference;

b. SCCC, current as of the Effective Date, including the Rezoning;

c. The Development Plan, including the TDMP and AHP, and VTM, including the COAs imposed thereon;

d. All other applicable City plans, policies, programs, regulations, ordinances and resolutions of the City in effect as of the Effective Date, which regulate development of the Property and implementation of the Project, and which are not inconsistent with the terms of this Agreement ("Other Regulations");

e. Any permits and/or Subsequent Approvals, including but not limited to additional subdivision maps or lot line adjustments, if any, final maps, site and architectural review, demolition permits, Building Permits, grading permits, and infrastructure improvement plans processed in accordance with the terms of this Agreement Upon approval, each such Subsequent Approval shall be incorporated into this Agreement and vested hereby; and,

f. Proof of availability of sufficient water supply demonstrating the Project's compliance with Government Code § 66473.7.

2.5 Permitted Uses. The permitted uses for the Property and the Project include the following, all as more particularly described in the Development Plan and all of which must be implemented in accordance with the Approvals and the COAs, and MMRP. The number of residential units and amount of square footage for each use are subject to the Minor Change process as set forth in Section 11.2(b):

a. Up to 1,800 residential units and related amenity space;

b. Up to 3 million gross square feet ("gsf") of office/R&D and related amenity space;

c. Approximately 100,000 gsf of neighborhood retail uses; and

d. Approximately 10,000 gsf of childcare facilities.

2.6 Present Right to Develop. Subject to Developer's fulfillment of the provisions of this Agreement, including the Development Plan and COAs, the City hereby grants to Developer the present vested right to develop and construct on the Property all the improvements authorized by, and in accordance with, this Agreement and the Vested Elements. To the extent permitted by law, no future modification (including by later-adopted initiative and/or referendum) of the City's General Plan, SCCC, ordinances, policies or regulations that purport to (i) limit the rate or timing of development, size of buildings or other improvements (including developable square footage), or amount of development of the portions of the Project to be built; or (ii) impose fees, exactions or conditions upon development, occupancy or use of the Property other than as provided in the Project Approvals and the COAs and MMRP, or pursuant to this Agreement, shall apply to the Property; provided, however, that nothing in this Agreement shall prevent or preclude City from adopting any fees or land use regulations or amendments thereto, expressly permitted herein.

2.7 Timing of Improvements; No Moratoria. Subject to the Project Approvals and this Agreement, Developer shall have the right to develop the Project at such time as Developer deems appropriate subject to Section 2.3 and this Section 2.7 within the exercise of its subjective business judgment. The Parties acknowledge and agree that presently the Developers cannot predict the timing of the Project. Therefore, the Developers have no obligation to develop or construct all or any component of the Project. The timing, sequencing, and phasing of the Project is solely the right and responsibility of Developers in the exercise of their business judgment so long as it is consistent with the Vested Rights and the MMRP. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465 that failure of the Parties therein to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the Parties' agreement, it is the Parties' intent to cure that deficiency by acknowledging and providing that the Developers shall have the right to develop the Property in such order, at such rate, and at such times as Developers deem appropriate within the exercise of its subjective business judgment and the provisions of this Agreement. No annual (or other) limit, moratoria, or

other limitation upon the number of, or pacing of, buildings which may be constructed, or Building Permits which may be obtained, or the like shall apply to the Project.

2.8 Agreement and Comprehensive Plan for Development. The Parties acknowledge that, except as specifically set forth herein, the Project Approvals, the MMRP, and COAs set forth a comprehensive schedule of all development terms and conditions, development mitigation measures and fees, special assessments, special taxes, exactions, fees in-lieu, charges and dedications required in the public interest to be contributed, paid or constructed due to development of the Project on the Property. All fees referred to herein, may be subject to an annual increase until paid, but only if such increase is applied equally to similarly situated projects on a City-wide or area-wide basis, and any such annual increase shall be limited in the manner specified in Section 3.

2.9 Design of On-Site and Off-Site Improvements. Development of the Property shall be subject to Architectural Review Process by City pursuant to the policies, regulations and ordinances, including Article 6 of the City Zoning Code entitled "Permit Processing Procedures", in effect as of the Effective Date, and subject to the Vested Elements, the MMRP, and this Agreement. No such Architectural Review shall, without Developer's consent, require development of the Property inconsistent with the Vested Elements, or MMRP unless City determines it is necessary to protect against conditions which create a substantial adverse risk to the physical health or safety of residents or users of the Project or the affected surrounding region. The Vested Elements and the MMRP, and all improvement plans prepared in accordance thereof, shall govern the design and scope of all on-site and off-site improvements benefiting or to be constructed on the Property. In no event shall Architectural Review approval by City be conditioned on or require any change in the Vested Elements or the MMRP, without Developer's consent.

2.10 Development of the Site. In consideration for the City entering into this Agreement, Developer agrees to perform all of its obligations contained in this Agreement in the time and manner set out in this Agreement, the MMRP, the COAs and the Project Approvals.

2.11 Integrated Development. City and Developer acknowledge that the Project is, and shall be considered, an integrated development. It is thus the intention of the Parties that, if construction on one component of the Project is commenced, any additional development of the Property will adhere to this Agreement and the Project Approvals. However, nothing in this Agreement is intended: (i) to prevent Developer from individually commencing and completing development of any portion of the Project, even if development on other portions thereof has not been commenced and/or completed; (ii) to prevent Developer from independently marketing, selling, renting and/or occupying all, or any portion of, such developed space, pursuant to Section 12, provided that all current obligations under this Agreement and the Development Plan and all infrastructure requirements for the existing developed space have been met; and (iii) to require Developer to develop any portion of the Project (even if development on another portion of the Project has been commenced and/or completed).

2.12 Building Standards. Developer hereby agrees to employ all reasonable efforts such that the Project will be built to LEED Neighborhood Development Silver or equivalent

standards, LEED CS Gold or equivalent standards for commercial buildings and LEED NC Silver for residential buildings, all as described in more detail in the Project Approvals.

3. EFFECT OF AGREEMENT

3.1 Subsequent State or Federal Laws or Regulations. As provided in California Government Code section 65869.5, this Agreement shall not preclude the application to the Project of changes in laws, regulations, plans or policies, to the extent that such changes are required by changes in county, regional, State or federal laws or regulations ("Changes in the Law"). In the event Changes in the Law prevent or preclude compliance with one or more material provisions of this Agreement, Developer may request that such material provisions be modified or suspended, or performance delayed, as may be necessary to comply with Changes in the Law, and City may take such action as it deems necessary to be consistent with the intent of this Agreement.

3.2 Changes to Existing Regulations. Except as otherwise specifically provided, only the following changes to the Vested Elements, including such changes adopted by the electorate through the powers of initiative, or otherwise, shall apply to the development of the Property:

a. Subject to Section 3 herein, Citywide regulations, ordinances, policies, programs, resolutions or fees adopted after the Effective Date that are not in conflict with the Vested Elements and the terms and conditions for development of the Property established by this Agreement, or otherwise applicable regulations existing as of the Effective Date. Changes to the General Plan, SCCC or other regulations shall be deemed to conflict with the approvals and this Agreement ("Conflicting City Law") if such changes prevent development of the Property in substantial accordance with the Approvals; require significant changes in the development of the Property from what is contemplated by the Approvals; significantly delay, ration or impose a moratorium on development of the Property; or require the issuance of discretionary or nondiscretionary permits or approvals by the City other than those required as of the Effective Date. A fee shall be deemed to conflict with this Agreement if it is an increase in an existing fee by more than the amount permitted pursuant to Section 4 below.

b. Any law, regulation or policy which would otherwise be Conflicting City Law, but through this Agreement or by later separate document, application to the Property has been consented to in writing by the Developer.

3.3 Further Reviews. Developer acknowledges that existing land use regulations, the Vested Elements and this Agreement contemplate the possibility of further reviews of elements or portions of the Project by the City including potential CEQA analysis, if required. Nothing in this Agreement shall be deemed to limit the legal authority of City with respect to these reviews as provided by, and otherwise consistent with, this Agreement and the Vested Elements. In no event shall such further review by City revisit the COAs and Project Approvals or be conditioned on or require any change in the

Project except as contemplated by the COAs, the Project Approvals and/or this Agreement.

3.4 Local Rules. Future development on the Property shall be subject to all the official rules, regulations and policies (collectively "Local Rules") of the City which govern uses, architectural design, landscaping, public improvements and construction standards, and which are contained in and not inconsistent with the Vested Elements or are in effect as of the Effective Date, with the exception that revisions or amendments to the Local Rules necessitated by reasonable public health or fire and life-safety considerations shall apply as though the rules were in effect as of the Effective Date. Notwithstanding any other provision of this Agreement, and without limitation as to any other exceptions contained in this Agreement, City shall retain the authority to take the following actions, so long as such action is applied on a Citywide basis to similarly situated projects:

a. Adopt and apply property transfer taxes and/or excise taxes;

b. Adopt and apply utility charges;

c. Adopt updates to building and/or fire codes;

d. Maintain the right of voters to act by initiative or referendum, but only to the extent that the initiative or referendum does not affect or interfere with any vested rights acquired by the Developer in this Agreement; except that this Agreement itself is subject to referendum; and,

e. Take other actions not expressly prohibited by the terms or provisions of this Agreement.

3.5 Future Exercise of Discretion by City. This Agreement shall not be construed to limit the authority or obligation of City to hold necessary public hearings, or, except as provided herein, to limit discretion of the City or any of its officers or officials with regard to rules, regulations, ordinances or laws which require the exercise of discretion by City or any of its officers or officials. Except as provided herein, this Agreement shall not prevent City from applying new rules, regulations and policies, or from conditioning future Project development approval applications on new rules, regulations and policies that do not conflict with the terms of the Vested Elements or this Agreement.

4. DEVELOPMENT FEES, EXACTIONS AND DEDICATIONS.

4.1 Development Fees, Exactions and Dedications. During the time period between the Effective Date and the time period that is seven (7) years after the Effective Date (such time period, as extended by any delay due to Force Majeure hereinafter the "Development Fee Vested Period"), the types and amounts of fees, special assessments, special taxes, exactions and dedications (collectively "Fees") payable due to the development, build out, occupancy and use of the Property pursuant to this Agreement shall be exclusively those set forth in the Project Approvals, the COAs and as specified in this Agreement. Notwithstanding any amendments to the Fees or imposition of any new City fees, taxes, special assessments or other exactions during the Development Fee

Vested Period, the Fees set forth in this Agreement, the COAs, and Project Approvals shall be the only fees, charges, special assessments, special taxes, dedications and exactions payable to City due to development of the Property during the Development Fee Vested Period; provided however that any automatic and generally applicable increases to such Fees occurring during the Development Fee Vested Period pursuant to an ordinance adopted prior to the Development Vested Period shall apply to the Fees. The defined term "Fees" for this purpose does not include Load Fees adopted by Silicon Valley Power. The Development Fee Vesting Period shall be extended (if still in effect at the time) or reset (if expired at the time) for a period(s) of four (4) years upon the date of City approval of an Architectural Review Permit for any portion of the Project based on whatever Fees are in effect as of the reset date (each a "Development Fee Vesting Locking Period"). Each Development Fee Vesting Locking Period shall be documented by Operating Memoranda pursuant to Section 22.1. After the Development Fee Vesting Period has expired (subject to the Development Fee Vesting Locking Periods noted above), all Fees payable due to the development, build out, occupancy and use of the Property pursuant to this Agreement shall be those Fees, and in the amounts, then in effect so long as such Fee is (i) generally applicable on a city-wide or area-wide basis for similar land uses, and (ii) are not redundant as to the Project of a fee, dedication, program, requirement, or facility that is imposed or required under this Agreement, the COAs, or the Project Approvals. Notwithstanding anything to the contrary herein, if the Developer complies with the requirements of Section 4.8, Art in Public and Private Development Funding, the Project shall not be subject to any public art fee (or similarly titled development fee or special tax adopted for the purposes of increasing the amount of public/publicly accessible art or generating funding for such purpose) adopted by the City as set forth in Section 4.8.

4.2 Processing Fees. Processing fees, including without limitation Building Permit application, processing and inspection fees ("Processing Fees"), may be increased if the increase is applicable Citywide and reflects the reasonable cost to City of performing the administrative processing or other service for which the particular Processing Fee is charged. New Processing Fees may be imposed if the new Processing Fees apply to all similarly situated projects or works within the City and if the application of these Processing Fees to the Property is prospective only. Processing Fees shall be due and payable on an individual project application basis, so that only those fees applying to the actual construction of each portion of the Project shall be paid upon the issuance of the appropriate permits for that portion of the Project. Developer shall pay the costs associated with the planning, processing and environmental review process for the Project, provided that such costs shall be limited to (i) reasonable costs directly associated with the preparation of the EIR; (ii) fees ordinarily charged by City for processing land use applications and permits, provided that such fees and costs are applied to Developer in the same manner as other similarly situated applicants seeking similar land use approvals and are not limited in applicability to the Project or to related uses; and (iii) fees associated with third-party contract permit plan checking, if applicable, above those normally charged by the City. Pursuant to Section 4.3, Developer shall reimburse City for reasonable staff overtime expenses incurred by City in processing review, approval, inspection and completion of the Project provided that such overtime expenses are (a) reasonably necessary for the completion of the Project in

accordance with Developer's schedule; and (b) applied to Developer in the same manner as similarly situated project applicants.

4.3 Reimbursement to City. Notwithstanding the foregoing limitations on Processing Fees, Developer agrees to reimburse City for expenses over and above Processing Fees paid by Developer as an applicant for reasonable third-party contractual costs incurred by City relating to any expedited processing of entitlements and environmental review related to this Agreement requested by the Developer. Such reimbursement shall be due within sixty (60) days of receipt of an invoice from the City.

4.4 Dedications. Developer shall offer to dedicate to City, upon request by City, all portions of the Property designated in the Project Approvals or Conditions of Approval for public easements, streets or public areas.

4.5 Mitigations. Developer agrees to contribute to the costs of public facilities and services in the amounts set forth in the Project Approvals, MMRP, and COAs as required to mitigate impacts of the development of the Property ("Mitigations"). City and Developer recognize and agree that but for Developer's contributions to mitigate the impacts arising as a result of the entitlements granted pursuant to this Agreement, City would not and could not approve the development of the Property as provided by this Agreement. City's approval of development of the Property is in reliance upon, and in consideration of, Developer's agreement to make contributions toward the cost of public improvements and public services as provided to mitigate the impacts of development of the Property.

4.6 Affordable Housing Provisions. Developer agrees to provide onsite residential units at affordable rents/costs, as set forth in the AHP (set forth in Section 2.11 of the Development Plan). The City's baseline Inclusionary Housing Policy requires developers of for sale and rental residential developments (including mixed use projects) of ten (10) or more units to provide at least fifteen (15%) percent of their units at rents or prices affordable to extremely low, very low, low and moderate income households, or some combination thereof, as long as the distribution of affordable units average for all rental units does not exceed a maximum of one hundred percent (100%) of area median income or the average for all affordable for-sale rental units does not exceed one hundred percent (100%) AMI, and for the affordable units to be dispersed with the market rate units. Inclusionary units are subject to reduced required fees, and any calculations that result in fractional units pay in-lieu fees. The Project must meet all requirements of the City's existing Affordable Housing Ordinance and all affordable housing units must be dispersed with the market rate units, unless, upon the request of Developer, an alternate plan is approved by the City Council pursuant to the AHP and existing Affordable Housing Ordinance. When and if the City Council approves an alternative plan pursuant to the AHP, such alternative plan shall be incorporated by reference in this Agreement so long as such alternate plan otherwise complies with this Agreement. In addition, the Developer has voluntarily agreed to meet and exceed this requirement as provided in the AHP by proposing to provide an average affordability of eighty (80%) AMI with no individual affordable rental unit exceeding a maximum of one hundred percent (100%)

AMI and no individual affordable for-sale unit exceeding a maximum of one hundred and twenty percent (120%) AMI.

4.7 Open Space and Parks. Developer acknowledges its obligation to provide parkland, pay a fee in lieu thereof, or a combination of such dedication and fee pursuant to Chapter 17.35 of the City Code. Notwithstanding the preceding provisions of Section 4 or any other provisions in this Agreement to the contrary, the provisions of this Section 4.7 shall exclusively govern the dedication of parkland and payment of fees due in lieu of parkland dedication, and the credits against the amount of such parkland dedication and/or such in lieu fees, with respect to the Project. Said fees shall be assessed per development of the Project's residential units and shall be paid prior to the issuance of a building permits for vertical construction of residential buildings and the timing of dedication and delivery of parkland shall be as set forth in a park improvement agreement executed between the City and Developer. In addition, the Project will comply with the following with respect to open space and parks as the Project is implemented:

a. **Minimum Park and Open Space Improvements**. Subject to the City's formal public park review process, concurrent with issuance of Building Permits resulting in a cumulative of five hundred (500) or more residential units within Area D, the Developer will have completed or entered into a public improvement agreement with the City to complete a minimum of one and a half (1.5) acres or more of public park or private open space improvements with a public access easement that include play areas for children ages 2 to 5 and ages 5 to 12.

b. **Maintenance of Public Parks**. The Parties acknowledge that the size and design of the public park is conceptual and will be subject to the City's process under the Park Ordinance. When a public park is proposed by the Developer, in addition to the park improvement agreement and as a condition of approval, the Developer will enter into a maintenance agreement with the City to maintain the proposed public parks on the Property consistent with City's standard and typical maintenance standards for a minimum of forty years from dedication ("Public Park Maintenance Period"). The Parties agree that the target maximum annual maintenance cost for the public park, including an annualized reserve for anticipated capital replacement costs during the Public Park Maintenance Period, is one dollar and sixteen cents ($1.16) per square foot of public park, as adjusted by CPI from the Effective Date (the "Target Maximum Public Park Maintenance Cost"). The Target Maximum Public Park Maintenance Cost is intended to cover one hundred percent (100%) of reasonable annual park maintenance and capital replacement during the Public Park Maintenance Period based on current conceptual park designs and assumes private maintenance by Developer as an independent contractor. If at the time the public parks are designed, Developer proposes a design or programmatic elements that result in estimated annual maintenance costs that exceed the Target Maximum Public Park Maintenance Cost, the Developer will nevertheless accept responsibility for maintenance of the parks and assume responsibility for one hundred percent (100%) of annual maintenance costs during the Public Park Maintenance Period. If, however, the City requests changes to the park design or programmatic elements proposed by

Developer that increase estimated maintenance costs above the Target Maximum Public Park Maintenance Cost, the Parties will meet and confer in good faith on design changes to reduce maintenance costs to at or below the Target Maximum Public Park Maintenance Costs. If the City does not wish to accept design changes that would reduce maintenance costs, the City may instead elect to enter into an agreement with the Developer to reimburse maintenance costs in excess of the Target Maximum Public Park Maintenance Cost for the Public Park Maintenance Period. After the Public Park Maintenance Period, the City will be solely responsible for all public park maintenance and capital replacement costs for any dedicated public park.

c. **Maintenance of Public Trails**. When a public trail is proposed by the Developer on the Property, in addition to the trail improvement agreement and as a condition of approval, the Developer will enter into a maintenance agreement with the City to maintain the proposed public trail on the Property consistent with City's standard and typical maintenance standards for a minimum of forty years from dedication ("Public Trail Maintenance Period"). The Parties agree that the target maximum annual maintenance cost for the public trail, including an annualized reserve for anticipated capital replacement costs during the Public Trail Maintenance Period, is one dollar and sixteen cents ($1.16) per square foot of public trail, as adjusted by CPI from the Effective Date (the "Target Maximum Public Trail Maintenance Cost"). The Target Maximum Public Trail Maintenance Cost is intended to cover one hundred percent (100%) of reasonable annual public trail maintenance and capital replacement during the Public Trail Maintenance Period based on current conceptual public trail designs and assumes private maintenance by Developer as an independent contractor.

d. **Public Access to Private Open Space**. Public access easements will apply to ground level private open space of a public facing nature over which pedestrian, bicycle traffic, or other public use is reasonably anticipated or would provide a convenience, amenity value, and/or help create pedestrian or bicycle connectivity. Delineation of areas subject to such public access easements will be determined at the time of Architectural Design Review approval for each Project phase or subphase that includes ground level private open space improvements. Areas subject to access easements are anticipated to consist of privately-owned sidewalks, pedestrian plazas, parks, bike lanes, streets, and landscaped areas directly adjacent to public parks or rights of way. Upon completion of each phase of applicable private open space in the Project, Developer to provide a public access easement over the applicable areas with either 24/7 access, or other reasonable hours as appropriate depending on the location, to be recorded prior to the applicable certificate of occupancy. The City shall not be responsible for any maintenance costs for the public access easement areas.

4.8 Art in Public and Private Development Funding. Parties agree that art in public and private development has come to be an essential element in placemaking, social practice, and the creation of vibrant and economically successful communities. As such, the Developer agrees to invest an aggregate (reasonable hard and soft third party costs for

processing, design, construction and installation) minimum amount of five million dollars ($5,000,000), as adjusted by CPI, in original art features within the Project ("Public Art Funding"). These features must be publicly visible and/or accessible and may include, but are not limited to: sculptures, murals, exhibition or performance spaces and functional art such as decorative benches, bike racks or other architectural design features that are commissioned original pieces of art approved by the City. Placemaking activities such as temporary art installations or cultural arts programming that the general public can participate in are also considered acceptable uses of the Public Art Funding. All projects to be supported by the Public Art Funding shall be submitted to the City with a maintenance plan for approval. The Developer shall spend , or place in an escrow held by the City, at least Three Million Dollars ($3,000,000), adjusted by CPI, of the Public Art Funding prior to the exercise of First Extension of the Term of this Agreement, and at least the full amount of the Public Art Funding prior to the exercise of the Second Extension of the Term. If the requirement in the preceding sentence is satisfied, the Project shall not be subject to any new public art fee or similar public arts requirements adopted by the City for the longer of the full Term of this Agreement or through completion of the Project. Any escrowed funds shall remain in an earmarked account for use on the Project until five (5) years after termination of this Agreement. After that time, any unspent funds remaining in escrow will be available to the City for any public art purpose within the City in the City's sole discretion. The obligations of this Section 4.8 shall survive termination of this Agreement.

4.9 Local Transportation Improvements; Fair Share Traffic Fees. In addition to all applicable traffic impact fees pursuant to Santa Clara Code Section 17.15.330, Developer agrees to the total sum of up to Six Million One Hundred Thousand Sixty Two Thousand Three Hundred and Ninety Six Dollars ($6,162,396) ("Fair Share Traffic Fees ") payable to the City to mitigate the Project's contributions to certain local and regional intersection improvements identified in the EIR and further specified and allocated in Exhibit B ("Allocation of Fair Share Traffic Fees"). The Fair Share Traffic Fees shall be payable at the times and in the amounts shown on Allocation of Fair Share Traffic Fees. At the Developer's option, Developer may pay Fair Share Traffic Fees in cash when due, or by use of a bond or letter of credit, to be credited proportionately to such intersection improvement or otherwise subject to the provisions of this Section 4.9. In the event the City permits the Developer to build any local transportation improvements over and above the Project's fair share, Developer shall be entitled to reimbursement from traffic fees paid to City by properties not associated with the Project and which benefit from the improvements over and above the Project's fair share when those properties develop.

4.10 Sewer Connection Fee. If the City should adopt an ordinance subsequent to the Effective Date of this Agreement that permits reduced Sewer Connection Fees as a result of onsite conservation measures, the Developer may apply for consideration of such reductions toward the Sewer Connection Fees paid on behalf of the Project. Applications may be filed for any portion of the Project, if that portion of the Project has a minimum of one year of ninety percent (90%) occupancy prior to receipt of the application by the City.

4.11 Vacation of Democracy Way. The City agrees to approve the vacation of Democracy Way as shown in the VTM and may utilize any applicable procedure permissible under the City Charter and/or the SCCC to effectuate the vacation of the street right of way easement, including all required relocation of public utilities (the "Street Easement Vacation"). The Street Easement Vacation is subject to the reservation of a public utility easement therein until the relocation of all required public utilities existing within Democracy Way as of the Effective Date ("Existing Public Utilities"). Developer shall, at its cost, relocate or cause to be relocated all Existing Public Utilities ("Relocation Work"). Promptly following the completion of such Relocation Work, the City shall vacate the reserved public utility easement within the Vacated Street Area pursuant to the summary vacation procedures set forth in Streets and Highways Code Section 8300 *et seq*. When the Developer commences the Relocation Work, the City will, promptly upon receipt of a written request to do so from Developer and at the Developer's cost, prepare an appraisal of the fair market value of the street right of way easement by a qualified appraiser ("ROW Appraisal"). The Developer will have the right to review the qualifications and scope of work for the Appraisal prior to its preparation, and the City shall consider and address any reasonable objections of the Developer in good faith. The Developer shall pay to the City the fair market value established by the ROW Appraisal ("FMV"), minus the actual and reasonable soft and hard costs of the Relocation Work ("Relocation Costs"). Developer will pay to the City the amount (if any) that the FMV exceeds the Relocation Costs. If, however, the Relocation Costs exceed the FMV, no amount will be due to either Party. The Street Easement Vacation and any payment due to the City under this Section 4.11 shall be completed prior to the recordation of a Final Map for either Area A or Area B (whichever is earlier), as depicted on the VTM. The Parties acknowledge that this process may take several years to complete, and that the City will commence this process only upon the written request of the Developer and execution of a reimbursement agreement for the City's actual, reasonable costs related to implementation of this Section 4.11.

4.12 Utility Improvements. Developer shall, at its cost, upgrade existing public utilities per the infrastructure delivery plan set forth in the Project Approvals. Developer shall be entitled to reimbursement for any upsizing of public utilities to serve connections from properties not associated with the Project.

4.13 SVP Facilities. Special facilities may be required for the provision of electric service to the Project. Developer agrees to fulfill its commitments to SVP pursuant to the COAs and, if required, a separate agreement to be entered with SVP.

4.14 Transportation Services. Developer agrees to implement the Transportation Demand Management Plan, as set forth in Section 2.10 of the Development Plan, in order to facilitate the usage of multi-modal transit in cooperation with the City, other public agencies, and other local business interests.

4.15 Point of Sale for Project Construction. The Developer agrees to, prior to issuance of Building Permits, to the extent allowed by law, to require all persons and entities providing materials to be used in connection with the construction and development of, or incorporated into, the Project, including by way of illustration but not limitation bulk

lumber, concrete, structural steel, roof trusses and other pre- fabricated building components, to (a) obtain a use tax direct payment permit; (b) elect to obtain a subcontractor permit for the job site of a contract valued at Five Million Dollars ($5,000,000) or more; or (c) otherwise designate the Property as the place of use of material used in the construction of the Project and the place of sale of all fixtures installed in and/or furnished in order to have the local portion of the sales and use tax distributed directly to City instead of through the county-wide pool. Developer shall instruct its general contractor(s) to, and shall cause such general contractor(s) to instruct its/their subcontractors to, cooperate with City or City's consultant to ensure the local sales/use tax derived from construction of the Project is allocated to City to the fullest extent possible and to the extent allowed by law. This Section 4.15 shall not apply to tenants who perform their own tenant improvement work. To assist City or City's consultant in its efforts to ensure that such local sales/use tax is so allocated to City, Developer shall on an annual basis, or as frequently as quarterly upon City's or City's consultant request, provide City or City's consultant with such information as shall be reasonably requested by City or City's consultant regarding subcontractors working on the Project with contracts in excess of the amount set forth above, including a description of all applicable work and materials and the dollar value of such subcontracts, and, if applicable, evidence of their designation, such as approvals or applications for the direct payment permit, of City as the place of use of such work and materials. City or City's consultant may use such information to contact each subcontractor who may qualify for local allocation of use taxes to City. The City's sole and exclusive remedy for any failure of any general contractor(s) or subcontractor(s) to allocate sales and use tax revenues as provided herein or to comply with this Section 4.15 will be specific performance.

4.16 Grocery Store. If and when the northeastern portion of Area B, fronting Tasman Drive and Old Ironsides, is developed by the Developer during the Term (as the Term may be extended), such development must be designed, as part of the Architectural Design Review application and related Building Permit plans, to include a grocery store that meets the following minimum criteria: (a) a minimum of fifteen thousand (15,000) square feet of leasable area and (b) capable of providing traditional grocery store products including fresh produce, dairy, meat and fish, and dry goods ("Grocery Store"). As part of such development, Developer shall construct or pay all costs associated with completion of the Grocery Store to an initial core and shell condition (meaning all basic structural and life safety improvements are completed not including any tenant improvements) prior to the issuance of a final certificate of occupancy for the building that includes the Grocery Store. If the Developer proposes development on Area B that does not include the area proposed for the Grocery Store, the Developer shall submit information with the Architectural Review Permit to the City to confirm that such development will not limit, conflict with or otherwise adversely impact the future feasibility of the Grocery Store. If the Developer wishes to move the Grocery Store, the Director may, in their reasonable discretion, approve an alternative location as part of an Architectural Design Review application without amendment to this Agreement (in which case requirements of this Section 4.16 would apply to such alternative location). Such alternative location shall be documented by the Parties by Operating Memorandum pursuant to Section 22.1. The Parties acknowledge the grocery store market is subject to fluctuation and there is no guarantee that a third party tenant will be available to lease the

space on commercially reasonable terms. For a period of three (3) years from completion of initial core and shell improvements such that the Grocery Store is available and ready to execute a binding lease with a grocery tenant and commence tenant improvements, the Developer will make good faith efforts to market and lease the Grocery Store to a grocery store tenant providing traditional grocery store products including fresh produce, dairy, meat and fish, and dry goods, and will provide the Director regular updates (not less than quarterly) on these marketing and leasing efforts until a binding lease is entered into with a tenant ("Grocery Store Marketing Period"). The commencement and conclusion of the Grocery Store Marketing Period shall be documented by the Parties by Operating Memorandum pursuant to Section 22.1. During the Grocery Store Marketing Period, the Developer shall offer the Grocery Store at commercially reasonable terms, as supported by qualified broker information, including a commercially reasonable tenant improvement allowance and a triple net rental rate that does not exceed a fair market rent for a grocery store, considering the condition of the space and the tenant improvement allowance. Developer will promptly notify City when a tenant providing a Grocery Store has executed a lease of the Grocery Store. If a lease is not entered into despite good faith marketing and leasing efforts within the Grocery Store Marketing Period, the Developer will have no further obligations related to the Grocery Store and can use the Grocery Store area for any permitted purpose. This Section 4.16 shall survive termination of this Agreement through the Grocery Store Marketing Period.

If, at the time the Developer submits for Architectural Review for building(s) within the applicable portion of Area B, the grocery market is either saturated or Developer demonstrates that a grocery tenant is otherwise unlikely, the Developer may submit a market study to the City, request the Director to engage a qualified consultant (retained by the City with expense reimbursed by Developer) to evaluate the market study. If the Director, in their reasonable discretion based on the information in the market study and findings of the City's qualified consultant, confirms a grocery tenant is unlikely, then Developer and City will meet and confer in good faith to identify one or more alternative community benefits to replace the Grocery Store. Such alternative community benefit(s) are subject to mutual approval of Developer and City (by the Director and City Manager), each in their reasonable discretion. City approval is subject to a finding that the proposed alternative community benefit(s) would have a dollar value (net cost or financial impact to the Project) at least equal to the Grocery Store and acceptance is in the best interests of the City ("Approved Grocery Store Alternative). Such Approved Grocery Store Alternative will not require an amendment to this Agreement, but will be documented in writing by Operating Memoranda pursuant to Section 22.1. Until an Approved Grocery Store Alternative is formally approved by Operating Memoranda, the Developer must continue to comply with the requirements of this Section 4.16.

4.17 Childcare Facility. If and when the portion of Area D fronting the SFPUC right of way is developed by the Developer during the Term, as the Term may be extended, such development must be designed, as part of the Architectural Design Review application and related Building Permit plans, to include a childcare facility that meets the following minimum criteria: (a) suitable to be open to the public, (b) a minimum of eight thousand (8,000) square feet of interior leasable area and an outdoor play area, and (c) capable of compliance with applicable state regulations on childcare facilities ("Childcare Facility").

As part of such development, Developer shall construct or pay all costs associated with completion of the Childcare Facility to an initial core and shell condition (meaning all basic structural and life safety improvements are completed not including any tenant improvements) prior to the issuance of a final certificate of occupancy for the building that includes the Childcare Facility. If the Developer wishes to move the Childcare Facility, the Director may, in their reasonable discretion, approve an alternative location as part of an Architectural Design Review application without amendment to this Agreement (in which case requirements of this Section 4.17 would apply to such alternative location). If requested and approved, such alternative location shall be documented by the Parties by Operating Memorandum pursuant to Section 22.1. The Parties acknowledge the childcare market is subject to fluctuation and there is no guarantee that a third party tenant will be available to lease the space on commercially reasonable terms. For a period of three (3) years from completion of initial core and shell improvements, such that the Childcare Facility is available and ready to execute a binding lease with a childcare tenant and commence tenant improvements, the Developer will make good faith efforts to market and lease the Childcare Facility to a tenant providing a daycare use, and will provide the Director regular updates (not less than quarterly) on these marketing and leasing Efforts until a binding lease is entered into with a tenant ("Childcare Facility Marketing Period"). The commencement and conclusion of the Childcare Facility Marketing Period shall be documented by the Parties by Operating Memorandum pursuant to Section 22.1. During the Childcare Facility Marketing Period, the Developer shall offer the Childcare Facility at commercially reasonable terms, as supported by qualified broker information, including a commercially reasonable tenant improvement allowance and a triple net rental rate that does not exceed a fair market rent for a childcare facility considering the condition of the space and the tenant improvement allowance. Developer will promptly notify City when a tenant providing a Childcare Facility has executed a lease of the Childcare Facility. If a lease is not entered into despite good faith marketing and leasing efforts within the Childcare Facility Marketing Period, the Developer will have no further obligations related to the Childcare Facility and can use the Childcare Facility area for any permitted purpose. This Section 4.17 shall survive termination of this Agreement through the Childcare Marketing Period.

If, at the time the Developer submits for Architectural Review for building(s) within the applicable portion of Area D, the childcare market is either saturated or Developer otherwise demonstrates that a childcare tenant is unlikely, the Developer may submit such market study to the City and request to the Director to confirm (by a qualified consultant retained by the City with expense reimbursed by Developer). If the Director, in their reasonable discretion based on the information in the market study and findings of the City's qualified consultant, confirms Developer's study demonstrating a childcare tenant is unlikely, then Developer and City will meet and confer in good faith to identify one or more alternative community benefits to replace the Childcare Facility. Such alternative community benefit(s) are subject to approval of Developer and the Director and City Manager in their reasonable discretion. City approval is subject to a finding that the proposed alternative community benefit(s) would have a dollar value (net cost or financial impact to the Project) at least equal to the Childcare Facility and acceptance is in the best interests of the City ("Approved Childcare Alternative). Such Approved Childcare Alternative will not require an amendment to this Agreement, but will be

documented in writing by Operating Memoranda pursuant to Section 22.1. Until an Approved Childcare Alternative is formally approved by Operating Memoranda, the Developer must continue to comply with the requirements of this Section 4.17.

4.18 Regional Traffic Fee. As a voluntary contribution, Developer will pay One Dollar ($1.00) per square foot, adjusted by CPI, at the issuance of each Building Permit for office/R&D within the Project ("Regional Traffic Fee"), up to a maximum of Three Million Dollars ($3,000,000), as adjusted by CPI from the Effective Date, to the City for traffic intersection improvements. Once paid, Regional Traffic Fees are non-refundable

4.19 Fire Equipment Contribution. As a voluntary contribution, Developer will pay up to a maximum of Three Million Five Hundred and One Thousand and Fifty Dollars ($3,501,050), as adjusted by CPI, to the City for purchase of a fire engine and a tractor drawn areal apparatus. One Million Two Hundred Thousand Dollars ($1,200,000)), as adjusted by CPI, for the purchase of the fire engine is due prior to/at the issuance of certificate(s) of occupancy that totals, in the aggregate, one million five hundred thousand (1,500,000) gross square feet of building. area in the Project. The remaining Two Million Three Hundred and One Thousand and Fifty Dollars ($2,301,050)), adjusted by CPI, for the purchase of the tractor drawn aerial apparatus is due prior to/at issuance of certificate(s) of occupancy that totals, in the aggregate, three million square gross feet of building area in the Project.

4.20 Minimum Residential Parking. Developer shall provide a minimum of one (1) parking space per residential unit in the Project, and may provide up to twenty-five percent (25%) of these minimum parking spaces through shared parking pursuant to SCCC Section 18.38.040 (A) [Exceptions and Reductions to Parking Requirements].

5. STANDARD OF REVIEW OF PERMITS

5.1 Standard of Review of Permits. All Subsequent Approvals required by Developer to develop the Property, but including (i) road construction permits, (ii) grading permits, (iii) Building Permits, (iv) fire permits, and (v) Certificates of Occupancy, shall be issued by City after City's review and approval of Developer's applications, provided that City's review of the applications is limited to determining whether the following conditions are met:

a. The application is complete; and,

b. The application demonstrates that Developer has complied with the Vested Elements, the MMRP and the applicable Local Rules.

6. PRIORITY

6.1 Priority. In the event of conflict between the General Plan, this Agreement, SCCC, Other Regulations and Local Rules, all as they exist on the Effective Date, the Parties agree that the following sequence establishes the relative priority of each item: (1) the General Plan, as existing on the Effective Date; (2) this Agreement; (3) the Development Plan as modified by the COAs, (4) VTM as modified by the COAs, (4) Mitigation Monitoring and Reporting Program, (5) the other Project Approvals, (6) SCCC, and (7) Other Regulations and Local Rules.

7. COOPERATION IN IMPLEMENTATION

7.1 Cooperation in Implementation. Upon Developer's satisfactory completion of all required preliminary actions provided in the Project Approvals, and payment of required fees, if any, City shall proceed in a reasonable and expeditious manner, in compliance with the deadlines mandated by applicable agreements, statutes or ordinances, to complete all steps necessary for implementation of this Agreement and development of the Property in accordance with the Project Approvals, including the following actions:

a. Scheduling all required public hearings by the Zoning Administrator, Planning Commission and City Council; and,

b. Processing and checking all maps, plans, land use and architectural review permits, permits, building plans and specifications and other plans relating to development of the Property filed by Developer as necessary for complete development of the Property. Developer, in a timely manner, shall provide City with all documents, applications, plans and other information necessary for the City to carry out its obligations hereunder and to cause City's planners, engineers and all other consultants to submit in a timely manner all necessary materials and documents. It is the Parties' express intent to cooperate with one another and to diligently work to implement all land use and building approvals for development of the Property in accordance with the Development Plan and the terms hereof. At Developer's request and sole expense, City shall retain outside building consultants to review plans or otherwise assist City's efforts in order to expedite City processing and approval work. City shall cooperate with Developer, and assist Developer in obtaining any third-party governmental or private party permits, approvals, consents, rights of entry, or encroachment permits, needed for development of the Project or any other on or offsite improvements.

8. PERIODIC REVIEW

8.1 Annual Review; Special Review. City and Developer shall review all actions taken pursuant to the terms of this Agreement annually during each year of the Term, within thirty (30) days prior to each anniversary of the Effective Date unless the City and Developer agree in writing to conduct the review at another time pursuant to SCCC Section 17.10.220(a). Special Reviews may be conducted pursuant to the provisions of SCCC Section 17.10.220(b).

8.2 Developer's Submittal. Within ninety (90) days before each anniversary of the Effective Date, Developer shall submit a letter ("Compliance Letter") to the Community Development Director ("Director"), along with a copy directed to the City Attorney's Office, describing Developer's compliance with the terms of the Conditions of Approval and this Agreement during the preceding year. The Compliance Letter shall include a statement that the Compliance Letter is submitted to the City pursuant to the requirements of Government Code Section 65865.1, this Agreement, and SCCC. The reasonable cost of each annual review or special review conducted during the term of this Agreement shall be reimbursed to the City by Developer. Such reimbursement shall include all direct and indirect expenses reasonably incurred in such annual reviews.

8.3 City's Findings. Within sixty (60) days after receipt of the Compliance Letter, the Director shall determine whether, for the year under review, Developer has demonstrated good faith substantial compliance with the terms of this Agreement. If the Director finds and determines that Developer has complied substantially with the terms of this Agreement, or does not determine otherwise within sixty (60) days after delivery of the Compliance Letter, the annual review shall be deemed concluded, Developer shall be deemed to have complied in good faith with the terms and conditions of this Agreement during the year under review, and this Agreement shall remain in full force and effect. Upon a determination of compliance, the Director shall, if requested by Developer, issue a recordable certificate confirming Developer's compliance through the year under review. Developer may record the certificate with the Santa Clara County Recorder's Office. If the Director initially determines the Compliance Letter to be inadequate in any respect, he/she shall provide notice to that effect to Developer as provided in SCCC Section 17.10.220. If, after a duly noticed public hearing thereon, the City Council finds and determines based on substantial evidence that Developer has not complied substantially in good faith with the terms of this Agreement for the year under review, the City Council shall give written notice thereof to Developer specifying the noncompliance and such notice shall serve as a notice of default under Section 10.1. If Developer fails to cure the noncompliance within a reasonable period of time as established by the City Council, the City Council, in its discretion, may (i) grant additional time for compliance by Developer, or (ii) following the hearing described in SCCC Section 17.10.250, modify this Agreement to the extent necessary to remedy or mitigate the non-compliance, or (iii) terminate this Agreement. Except as affected by the terms hereof, the terms of SCCC Section 17.10.240(b)(2), and following, shall govern the City's compliance review process. During any review, Developer shall bear the burden of proof to demonstrate good faith compliance with the terms of this Agreement. If the City Council does not hold a hearing and make its determination within one hundred and twenty (120) days after delivery of the Compliance Letter for a given year, then it shall be deemed conclusive that Developer has complied in good faith with the terms and conditions of this Agreement during the period under review.

9. REIMBURSEMENTS

9.1 Reimbursements. The Parties agree that Developer shall not be entitled to reimbursement for the construction of any private or public improvement explicitly

provided by the Project Approvals, except as expressly provided in this Agreement or the COAs.

10. DEFAULT AND REMEDIES

10.1 Default. Failure by either Party to perform any material term or provision of this Agreement shall constitute a default, provided that the Party alleging the default gave the other Party advance written notice of the default and thirty (30) days to cure the condition, or, if the nature of the default is such that it cannot be cured within thirty (30) days, the Party receiving notice shall not be in default if the Party commences performance of its obligations within the thirty (30) day period and diligently completes that performance. Written notice shall specify in detail the nature of the obligation to be performed by the Party receiving notice.

10.2 Remedies. It is acknowledged by the Parties that City and Developer would not have entered into this Agreement if City or Developer were to be liable in damages under, or with respect to, this Agreement or the application thereof. City and Developer shall not be liable in damages to each other, or to any assignee, transferee or any other person, and Developer and City covenant not to sue for or claim damages from the other. Upon Developer's or City's material default, and failure to cure within a reasonable time depending on the nature of the default after demand by the non-defaulting Party, the non-defaulting Party shall institute mediation under Section 26 of this Agreement. If mediation fails to resolve the dispute, each Party shall have the right, in addition to all other rights and remedies available under this Agreement, to (i) bring any proceeding in the nature of specific performance, injunctive relief or mandamus, and/or (ii) bring any action at law or in equity as may be permitted by law or this Agreement. The Parties acknowledge that monetary damages and remedies at law generally are inadequate upon the occurrence of a default. Therefore, specific performance or other extraordinary equitable relief (such as injunction) is an appropriate remedy for the enforcement of this Agreement, other remedies at law being inadequate under all the circumstances pertaining as of the Effective Date of this Agreement and any such equitable remedy shall be available to the Parties.

10.3 Default by Developer/Withholding of Building Permit. City may, at its discretion, without submitting to mediation, refuse to issue a Building Permit for any structure within the Property, if Developer has materially failed and refused to complete any requirement that is a Condition of Approval, or that is applicable to the Building Permit requested. In addition, where City has determined that Developer is in default as described above, City may also refuse to issue the Developer any permit or entitlement for any structure or property located within the Project. This remedy shall be in addition to any other remedies provided for by this Agreement.

11. AMENDMENT OR TERMINATION

11.1 Agreement to Amend or Terminate. Subject to Section 22 regarding Operating Memoranda and Section 11.2 regarding future actions and minor changes, City and

Developer, by mutual agreement, may terminate or amend the terms of this Agreement, pursuant to Section 24.

11.2 Modification to Approvals. City and Developer anticipate that the Project will be implemented in accordance with the Vested Elements and the MMRP. The foregoing actions and other necessary or convenient implementation actions shall not require an amendment to this Agreement.

a. City and Developer understand and acknowledge that changes to the Project which would not, in the discretion of the City, substantially comply with the Vested Elements or MMRP would necessitate subsequent review and approval, which will not be unreasonably withheld or delayed. Upon the written request of Developer, City may agree to make a substantive amendment or modification to the Project Approvals, including the Development Plan in compliance with procedural provisions set forth in the Development Plan or other land use ordinances and regulations in effect on the date of application for amendment or modification. The amendment or modification of the Development Plan shall be done pursuant to Section 24, unless treated as a minor change as described in Section 11.2(b) below.

b. If Developer seeks a modification to the Approval(s), the Director or his/her designee shall determine: (i) whether the requested modification is minor when considered in light of the Project as a whole; and (ii) whether the requested modification is consistent with this Agreement and applicable law. If the Director or his/her designee finds, in his or her sole discretion, that the proposed modification is minor, consistent with this Agreement and applicable law, and will result in no new significant impacts not addressed and mitigated in the EIR, the modification shall be determined to be a "Minor Change" and shall not be considered an amendment to the applicable Approval(s) and shall not require a formal amendment to this Agreement. Upon the Director's approval, any Minor Change shall become part of the applicable Approvals and this Agreement, and shall be deemed a Vested Element. Without limiting the generality of the foregoing, lot line adjustments, minor alterations to vehicle circulation patterns or vehicle access points, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the location of utilities and other infrastructure connections that do not substantially alter the design concepts of the Project, and minor adjustments to the Project Site diagram constitute Minor Changes. Notwithstanding the foregoing, Minor Changes shall not exceed five percent (5%) of the number proposed for modification.

11.3 Enforceability of Agreement. The City and Developer agree that unless this Agreement is amended or terminated pursuant to its terms, this Agreement shall be enforceable by either Party notwithstanding any subsequent change to or adoption of any applicable General Plan, Specific Plan, SCCC, Other Regulation or Local Rule adopted by City, with the exceptions listed in this Agreement.

12. MORTGAGEE PROTECTION: CERTAIN RIGHTS OF CURE

12.1 Mortgagee Protection. This Agreement shall be superior and senior to all liens placed upon the Property or any portion thereof after the date on which this Agreement or a memorandum thereof is recorded, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against all persons and entities, including all deed of trust beneficiaries or mortgagees ("Mortgagees") who acquire title to the Property or any portion thereof by foreclosure, trustee's sale, deed in-lieu-of foreclosure, voluntary transfer or otherwise.

12.2 Mortgagee Obligations. City, upon receipt of a written request from a foreclosing Mortgagee, shall permit the Mortgagee to succeed to the rights and obligations of Developer under this Agreement, provided that all defaults by Developer hereunder that are reasonably susceptible of being cured are cured by the Mortgagee as soon as reasonably possible, provided, however, that in no event shall such Mortgagee personally be liable for any defaults or monetary obligations of Developer arising prior to acquisition of possession of such property by such Mortgagee. The foreclosing Mortgagee shall have the right to find a substitute developer to assume the obligations of Developer, which substitute shall be considered for approval by the City pursuant to Section 13 of this Agreement, but shall not, itself, be required to comply with all of the provisions of this Agreement.

12.3 Notice of Default to Mortgagee. If City receives notice from a Mortgagee requesting a copy of any notice of default given to Developer and specifying the address for service thereof, City shall endeavor to deliver to the Mortgagee, concurrently with service thereof to Developer, all notices given to Developer describing all claims by the City that Developer has defaulted hereunder. If City determines that Developer is not in compliance with this Agreement, City also shall endeavor to serve notice of noncompliance on the Mortgagee concurrently with service on Developer. Each Mortgagee shall have the right, but not the obligation, during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the condition of default claimed or the areas of noncompliance set forth in City's notice.

13. ASSIGNABILITY

13.1 Assignment. Neither Party shall convey, assign or transfer ("Transfer") any of its interests, rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. In no event shall the obligations conferred upon Developer under this Agreement be transferred except through a Transfer of all or a portion of the Property. Should Developer Transfer any of its interests, rights or obligations under this Agreement, it shall nonetheless remain liable for performance of the obligations for installation of public improvements and payment of fees, unless the transferee executes an Assumption Agreement in a form reasonably acceptable to the City whereby the transferee agrees to be bound by the relevant terms of the Agreement, including the obligations for installation of public

improvements and payment of fees. During the Term, Developer shall provide City with written notice of a request to Transfer any interest in this Agreement forty-five (45) days prior to any such contemplated Transfer. Any such request for a Transfer shall be accompanied by quantitative and qualitative information that substantiates, to the City's reasonable satisfaction, that the proposed transferee has the capability to fulfill the rights and obligations of this Agreement. Within thirty (30) days of such a request and delivery of information, the City Manager shall make a determination, in his or her sole discretion, as to whether the Transfer shall be permitted or whether such Transfer necessitates an Amendment to this Agreement, subject to approval by the City Council. Each successor in interest to Developer shall be bound by all of the terms and provisions applicable to the portion of the Property acquired. This Agreement shall be binding upon and inure to the benefit of the Parties' successors, assigns and legal representatives. This Agreement shall be recorded by the City in the Santa Clara County Recorder's Office promptly upon execution by each of the Parties.

13.2 Covenants Run With The Land. This Agreement, the PD Zoning, and the General Plan Amendment are legislative in nature, and apply to the Property as regulatory ordinances. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall run with the land and shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring the Property, any lot, parcel or any portion thereof and any interest therein, whether by sale, operation of law or other manner, and shall inure to the benefit of the Parties and their respective successors.

13.3 Pre-Approved Transfers. The following Transfers shall not require approval by the City, and shall automatically, upon the satisfaction of the conditions in Section 13.1 above, result in the release of Developer of its obligations hereunder as they may relate specifically to the specific property or asset sold or transferred: (a) sale or lease of the property in its entirety to any other Party to this Agreement or to any affiliate of Developer; (b) sale or lease of one or more buildings to any other Party to this Agreement or to any affiliate of Developer; and (c) a loan or mortgage pertaining to the Property. As used herein, an "affiliate of Developer" means any entity that directly controls or is controlled by or under common control with Developer, whether through the ownership or control of voting interest, by contract, or otherwise.

13.4 Release Upon Transfer. Upon the Transfer of Developer's rights and interests hereunder pursuant to the preceding subparagraph of this Agreement, Developer shall be released from the obligations under this Agreement with respect to the Property transferred, sold or assigned, arising subsequent to the date of City approval of such Transfer; provided, however, that any transferee, purchaser or assignee approved by the City expressly assumes the obligations of Developer under this Agreement. In any event, the transferee, purchaser or assignee shall be subject to all the provisions hereof and shall provide all necessary documents, certifications and other necessary information prior to City approval.

13.5 Non-Assuming Transferees. Except as otherwise required by a transferor, the burdens, obligations and duties of such transferor under this Agreement shall not apply to any purchaser of any individual commercial or residential condominium offered for sale. The transferee in a transaction described above and the successors and assigns of such a transferee shall be deemed to have no obligations under this Agreement, but shall continue to benefit from the vested rights provided by this Agreement for the duration of the Term hereof. Nothing in this Section 13 shall exempt any property transferred to a non-assuming transferee from payment of applicable fees, taxes and assessments or compliance with applicable COAs.

13.6 Foreclosure. Nothing contained in this Section 13 shall prevent a Transfer of the Property, or any portion thereof, to a lender as a result of a foreclosure or deed in lieu of foreclosure, and any lender acquiring the Property, or any portion thereof, as a result of foreclosure or a deed in lieu of foreclosure shall take such Property subject to the rights and obligations of Developer under this Agreement; provided, however, in no event shall such lender be liable for any defaults or monetary obligations of Developer arising prior to acquisition of title to the Property by such lender, and provided further, in no event shall any such lender or its successors or assigns be entitled to a building permit or occupancy certificate until all fees due under this Agreement (relating to the portion of the Property acquired by such lender) have been paid to City.

14. CONTROLLING LAW

14.1 Controlling Law. This Agreement shall be governed by the laws of the State of California, and the exclusive venue for any disputes or legal actions shall be the County of Santa Clara. Developer shall comply with all requirements of State and federal law, in addition to the requirements of this Agreement, including, without limitation, the payment of prevailing wages, if required by applicable law. In any event, Developer shall pay prevailing wages for all work on off-site public improvements related to the Project.

15. GENERAL

15.1 Construction of Agreement. The language in this Agreement in all cases shall be construed as a whole and in accordance with its fair meaning.

15.2 No Waiver. No delay or omission by either Party in exercising any right or power accruing upon the other Party's noncompliance or failure to perform under the provisions of this Agreement shall impair or be construed to waive any right or power. A waiver by either Party of any of the covenants or conditions to be performed by Developer or City shall not be construed as a waiver of any succeeding breach of the same or other covenants and conditions.

15.3 Agreement is Entire Agreement. This Agreement and all exhibits attached hereto or incorporated herein, together with the Vested Elements and the MMRP, are the sole and entire Agreement between the Parties concerning the Property. The Parties acknowledge and agree that they have not made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and

delivery, except representations set forth herein, and each Party acknowledges that it has relied on its own judgment in entering this Agreement. The Parties further acknowledge that all statements or representations that heretofore may have been made by either of them to the other are void and of no effect, and that neither of them has relied thereon in its dealings with the other.

15.4 Estoppel Certificate. Either Party from time to time may deliver written notice to the other Party requesting written certification that, to the knowledge of the certifying Party, (i) this Agreement is in full force and effect and constitutes a binding obligation of the Parties, (ii) this Agreement has not been amended or modified either orally or in writing, or, if it has been amended or modified, specifying the nature of the amendments or modifications, and, (iii) the requesting Party does not have knowledge of default in the performance of its obligations under this Agreement, or if in known default, describing therein the nature and monetary amount, if any, of the default. A Party receiving a request shall execute and return the certificate within thirty (30) days after receipt thereof. The City Manager shall have the right to execute the certificates requested by Developer. At the request of Developer, the certificates provided by City establishing the status of this Agreement with respect to any lot or parcel shall be in recordable form, and Developer shall have the right to record the certificate for the affected portion of the Property at its cost.

15.5 Severability. Each provision of this Agreement which is adjudged by a court of competent jurisdiction to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof, and the other provisions shall remain in full force and effect.

15.6 Further Documents. Each Party shall execute and deliver to the other all other instruments and documents as may be reasonably necessary to carry out this Agreement.

15.7 Time of Essence. Time is of the essence in the performance of each and every covenant and obligation to be performed by the Parties hereunder.

15.8 Defense and Indemnification Provisions. Developer, and with respect to the portion of the Property transferred to them, each Developer transferee, hereby releases and agrees to protect, defend, hold harmless and indemnify City, its City Council, its officers, employees, agents and assigns (the "Indemnified Parties") from and against all claims, injury, liability, loss, cost and expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing the defense to any claim arising from the performance or non-performance of this Agreement by Developer. This provision is intended to be broadly construed and extends to, among other things, any challenge to the validity of this Agreement, environmental review for the Project, entitlements, or anything related to the passage of the Agreement by the City.

15.9 Construction. This Agreement has been reviewed and revised by legal counsel for both the City and Developer and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

16. TERMINATION

16.1 Termination. This Agreement shall terminate upon the earlier of (i) expiration of the Term, or (ii) when the Property has been fully developed and all of Developer's obligations have been fully satisfied as reasonably determined by City, or (iii) after all appeals have been exhausted before a final court of judgment, or issuance of a final court order directed to the City to set aside, withdraw, or abrogate the City's approval of this Agreement or any material part thereof. Upon termination of this Agreement as to all of the Property, at the request of Developer the City shall record a Notice of Termination for each affected parcel in a form satisfactory to the City Attorney in the Office of the Santa Clara County Recorder.

16.2 Effect Upon Termination on Developer Obligations. Termination of this Agreement as to the Developer shall not affect any of the Developer's obligations to comply with the City's General Plan, SCCC, MMRP, COAs, Project Approvals, or any terms and conditions of any applicable zoning, or subdivision map or other land use entitlement approved with respect to the Project, nor shall it affect any other covenants or development requirements in this Agreement specified to continue after the termination of this Agreement, or obligations to pay assessments, liens, fees or taxes.

16.3 Effect Upon Termination on City. Upon any termination of this Agreement as to all or a portion of the Property, the Approvals, Development Plan, Conditions of Approval, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested with respect to the Property, or portion thereof, and the City shall no longer be limited by this Agreement, to make any changes or modifications to the Approvals, conditions or fees applicable to the Property or portion thereof.

17. NOTICES

17.1 Notices. Except as otherwise expressly provided herein, all notices and demands pursuant to this Agreement shall be in writing and delivered in person, by commercial courier or by first-class certified mail, postage prepaid. Except as otherwise expressly provided herein, notices shall be considered delivered when personally served, upon delivery if delivered by commercial courier, or two (2) days after mailing if sent by mail. Notices shall be sent to the addresses below for the respective parties; provided, however, that either Party may change its address for purposes of this Section by giving written notice to the other Party. These addresses may be used for service of process:

To City:

City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

With copy to:
City Attorney
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

To Developer:

Innovation Commons Owner, LLC
c/o Kylli Inc.
4995 Patrick Henry Drive
Santa Clara, CA 95054
Attention: Ou Sun

With copy to:
Holland & Knight LLP
560 Mission Street Suite 1900
San Francisco, CA 94105
Attention: Tamsen Plume

The provisions of this Section shall be deemed directive only and shall not detract from the validity of any notice given in a manner that would be legally effective in the absence of this Section.

18. DEVELOPER INDEPENDENT CONTRACTOR

18.1 Developer is an Independent Contractor. Developer is not an agent or employee of City, but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed or utilized by Developer in connection with this Agreement are employees or contractors of Developer and shall not be considered employees of City in any respect.

19. PROJECT AS A PRIVATE UNDERTAKING

19.1 Project as a Private Undertaking. It is specifically understood and agreed that the Project is a private development. No partnership, joint venture or other association of any kind between City and Developer is formed by this Agreement.

20. NONDISCRIMINATION

20.1 Nondiscrimination. Developer shall not discriminate, in any way, against any person on the basis of race, color, national origin, gender, marital status, sexual orientation, age, creed, religion or disability in connection with or related to the performance of this Agreement.

21. FORCE MAJEURE

21.1 Force Majeure. In addition to any specific provisions of this Agreement, performance of obligations hereunder shall be excused and the term of this Agreement shall be extended during any period of delay caused at any time by reason of: floods, earthquakes, fires or similar catastrophes; wars, riots or similar hostilities; strikes and other labor difficulties beyond the Party's reasonable control; pandemics and epidemics that, due to specific provisions of a federal, state or local governmental declaration of emergency prohibit development or implementation of the Project; the enactment of new laws or restrictions imposed by other governmental or quasi-governmental entities preventing this Agreement from being implemented; or litigation involving this Agreement or the Approvals, which delays any activity contemplated hereunder, unless such action is brought by Developer. City and Developer shall promptly notify the other Party of any delay hereunder as soon as possible after the delay has been, or should have been, known.

22. OPERATING MEMORANDA

22.1 Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between City and Developer, and refinements and further development of the Project may demonstrate that clarifications with respect to the details of performance of City and Developer or minor revisions to the Project are appropriate. If and when, from time to time, during the term of this Agreement, City and Developer agree that such clarifications or minor modifications are necessary or appropriate, they may effectuate such clarifications through operating memoranda approved by City and Developer, which, after execution, shall be attached hereto ("Operating Memoranda"). No such Operating Memoranda shall constitute an Amendment to this Agreement requiring public notice or hearing. The City Attorney shall be authorized in his/her sole discretion to determine whether a requested clarification may be effectuated pursuant to this Section 22 or whether the requested clarification is of such a character to require an amendment of the Agreement pursuant to Section 24 hereof. The City Manager or Director, depending on the context, may execute any Operating Memoranda without City Council action.

23. THIRD PARTIES

23.1 Third Parties. If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement or the Approvals, the Parties shall reasonably cooperate in defending such action. Developer shall bear its own costs of defense as a real party in interest in any such action, and shall reimburse City for all reasonable costs and attorneys' fees expended by City in defense of any such action or other proceedings.

24. Amendments

24.1 Amendments. No alterations or changes to the terms of this Agreement shall be valid, unless made in writing and signed by both Parties, and completed in compliance with the procedures listed in SCCC and/or the Government Code for Development Agreement Amendments.

25. NO THIRD PARTY BENEFICIARY

25.1 No Third Party Beneficiary. This Agreement shall not be construed or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

26. DISPUTE RESOLUTION

26.1 Mediation. Any controversies between Developer and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.

The costs of the mediator shall be borne by the Parties equally; however, each Party shall bear its own attorney, consultant, staff and miscellaneous fees and costs.

Mediation under this Section is a condition precedent to filing an action in any court, but it is not a condition precedent to the City's refusal to issue a Building Permit or any other entitlement under Section 5.

27. CONSENT

27.1 Consent. Where consent or approval of a Party is required or necessary under this Agreement, the consent or Agreement shall not be unreasonably withheld or delayed.

28. COVENANT OF GOOD FAITH AND FAIR DEALING

28.1 Covenant of Good Faith and Fair Dealing. Neither Party to this Agreement shall do anything which shall have the effect of harming or injuring the right of the other Party to receive benefits of this Agreement; each Party shall refrain from doing anything which would render its performance under this Agreement impossible; and, each Party shall do everything which this Agreement contemplates to accomplish the objectives and purpose of this Agreement.

29. AUTHORITY TO EXECUTE

29.1 Authority to Execute. The person or persons executing this Agreement on behalf of Developer warrant and represent that they have the authority to execute this Agreement on behalf of Developer, and further represent that they have the authority to bind Developer to the performance of its obligations in this Agreement.

30. COUNTERPARTS

30.1 Counterparts. This Agreement may be executed in multiple originals, each of which is deemed an original, and may be signed in Counterparts. The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

SIGNATURES FOLLOW ON NEXT PAGE

CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation

APPROVED AS TO FORM:

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

DEVELOPER
INNOVATION COMMONS OWNER LLC,
A DELAWARE LIMITED LIABILITY COMPANY

By: _____
Signature of Person executing the Agreement on behalf of Developer
Name: _____
Title: _____
Local Address: _____
Email Address: _____
Telephone: ( ) _____
Fax: ( ) _____

EXHIBIT A

LEGAL PROPERTY DESCRIPTION & PLAT

TRACT ONE:
ALL OF PARCELS 7 AND 8, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "PARCEL MAP BEING A SUBDIVISION OF ALL OF PARCEL 3, BOOK 368 PM 31, 32, 33 AND A PORTION OF THE LANDS FORMERLY OF FESPAR ENTERPRISES, INC., DESCRIBED IN PARCEL ONE OF 0426 OFFICIAL RECORDS 659", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON MARCH 16, 1976 IN BOOK 368 OF MAPS, PAGES 36 AND 37.

TRACT TWO:
ALL OF PARCELS 35, 36 AND 37, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PARCEL MAP BEING A RESUBDIVISION OF PARCEL 6 AS SHOWN ON PARCEL MAP 3399 RECORDED IN BOOK 368 OF MAPS, PAGES 36 AND 37 AND ALSO BEING A RESUBDIVISION OF PARCELS 26, 30 AND 31 AS SHOWN ON PARCEL MAP RECORDED IN BOOK 386 OF MAPS, PAGES 4 AND 5, SANTA CLARA COUNTY RECORDS", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON JANUARY 25, 1977 IN BOOK 387 OF MAPS, PAGE 44.

TRACT THREE:
PARCEL 2, AS SHOWN ON PARCEL MAP FILED AUGUST 07, 1978 IN BOOK 424 OF MAPS, PAGE(S) 24, SANTA CLARA COUNTY RECORDS.
EXCEPTING THEREFROM THAT PORTION GRANTED IN THE DEED TO THE CITY OF SANTA CLARA, A CALIFORNIA MUNICIPAL CORPORATION, RECORDED SEPTEMBER 09, 1987 IN BOOK K287, PAGE 1136, OFFICIAL RECORDS, AS FOLLOWS:
BEGINNING AT THAT CERTAIN POINT OF INTERSECTION OF THE SOUTHERLY LINE OF TASMAN DRIVE (55.00 FEET HALF STREET) WITH THE COMMON LINE BETWEEN PARCEL 2 AND PARCEL 3, AS SAID SOUTHERLY LINE OF TASMAN DRIVE AND SAID COMMON LINE ARE SHOWN UPON SAID PARCEL MAP; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF TASMAN DRIVE NORTH 89° 28' 06" WEST 42.75 FEET; THENCE LEAVING SAID SOUTHERLY LINE OF TASMAN DRIVE AND PROCEEDING SOUTH 86° 28' 04" EAST 42.81 FEET TO A POINT ON SAID COMMON LINE BETWEEN PARCELS 2 AND 3; THENCE NORTHERLY ALONG SAID COMMON LINE NORTH 00° 31' 54" EAST 2.24 FEET TO THE POINT OF BEGINNING.

TRACT FOUR:
ALL OF PARCEL 3, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "PARCEL MAP BEING ALL OF PARCELS 41 AND 42, AS SHOWN ON THAT CERTAIN "PARCEL MAP" RECORDED IN BOOK 405 OF MAPS, PAGE 3, SANTA CLARA COUNTY RECORDS", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON AUGUST 07, 1978 IN BOOK 424, OF MAPS, PAGE 24.
EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SANTA CLARA, A MUNICIPAL CORPORATION BY GRANT DEED RECORDED SEPTEMBER 09, 1987 IN BOOK K287, PAGE 1123, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:
BEGINNING AT THAT CERTAIN POINT OF INTERSECTION OF THE SOUTHERLY LINE OF TASMAN DRIVE (55.00 FEET HALF STREET) WITH THE EASTERLY LINE OF SAID PARCEL 3, AS SAID DRIVE AND PARCEL ARE SHOWN UPON THE MAP ABOVE REFERRED TO, SAID EASTERLY LINE OF PARCEL 3 ALSO BEING THE WESTERLY LINE OF PARCEL 40, AS SAID LINE AND PARCEL 40 ARE SHOWN UPON THAT CERTAIN PARCEL MAP FILED IN BOOK 405 OF MAPS, PAGE 3, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA; THENCE PROCEEDING WESTERLY ALONG SAID SOUTHERLY LINE OF TASMAN DRIVE NORTH 89° 28' 06" WEST 200.00 FEET TO THE COMMON LINE BETWEEN SAID PARCEL 3 AND PARCEL 2, AS SAID PARCELS ARE SHOWN UPON THE FIRST PARCEL MAP ABOVE REFERRED TO; THENCE PROCEEDING

SOUTHERLY ALONG SAID COMMON LINE, SOUTH 00° 31' 54" WEST 2.24 FEET; THENCE SOUTH 86° 28' 04" EAST 200.27 FEET TO SAID COMMON LINE BETWEEN PARCEL 3 AND PARCEL 40; THENCE NORTHERLY ALONG SAID COMMON LINE NORTH 00° 31' 54" EAST 12.72 FEET TO THE POINT OF BEGINNING.

TRACT FIVE:
ALL OF PARCEL 1, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "PARCEL MAP BEING ALL OF PARCEL 41 AND 42, AS SHOWN ON THAT CERTAIN PARCEL MAP, RECORDED IN BOOK 405 OF MAPS, PAGE 3 SANTA CLARA COUNTY RECORDS", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON AUGUST 07, 1978 IN BOOK 424 OF MAPS, PAGE 24.
EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE DEED TO THE SANTA CLARA COUNTY TRANSIT DISTRICT RECORDED MAY 15, 1998 AS INSTRUMENT NO. 14185766, AS FOLLOWS:
ALL OF THAT CERTAIN PROPERTY SITUATED IN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND BEING A PORTION OF PARCEL 1, AS SAID PARCEL 1 IS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN BOOK 424 OF MAPS, PAGE 24, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINES OF TASMAN DRIVE AND PATRICK HENRY DRIVE AS SAID DRIVES ARE SHOWN ON SAID PARCEL MAP, THENCE EASTERLY ALONG THE CENTERLINE OF SAID TASMAN DRIVE SOUTH 82° 00' 43" EAST 159.80 FEET TO A CURVE; THENCE CONTINUING EASTERLY ALONG SAID CENTERLINE OF TASMAN DRIVE ALONG SAID CURVE CONCAVE NORTHERLY WITH A RADIUS OF 2864.84 FEET THROUGH A CENTRAL ANGLE OF 1° 31' 41" AND AN ARC LENGTH OF 76.41 FEET; THENCE SOUTH 6° 27' 35" WEST 55.00 FEET TO THE SOUTHERLY LINE OF TASMAN DRIVE AND TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 88° 21' 09" WEST 32.18 FEET; THENCE SOUTH 7° 09' 18" WEST 3.43 FEET; THENCE FROM A TANGENT BEARING OF NORTH 82° 56' 21" WEST ALONG A CURVE CONCAVE NORTHERLY WITH A RADIUS OF **30.2** FEET THROUGH A CENTRAL ANGLE OF 0° 56' 35" AND AN ARC LENGTH OF 50.19 FEET;

THENCE NORTH 7° 54' 36" EAST 3.00 FEET; THENCE WESTERLY ALONG A LINE PARALLEL WITH THE SOUTHERLY LINE OF TASMAN DRIVE NORTH 82° 00' 43" WEST 65.02 FEET TO A CURVE; THENCE LEAVING SAID PARALLEL LINE AND PROCEEDING SOUTHWESTERLY ALONG SAID CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 63° 26' 29" AND AN ARC LENGTH OF 55.36 FEET; THENCE NORTH 51° 02' 20" WEST 1.32 FEET TO THE EASTERLY LINE OF PATRICK HENRY DRIVE; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE FROM A TANGENT BEARING OF NORTH 31° 10' 39" EAST ALONG A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 66° 48' 38" AND AN ARC LENGTH OF 58.30 FEET TO THE SOUTHERLY LINE OF TASMAN DRIVE; THENCE CONTINUING EASTERLY ALONG SAID SOUTHERLY LINE SOUTH 82° 00' 43" EAST 69.18 FEET TO A CURVE; THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF TASMAN DRIVE FROM A TANGENT BEARING OF SOUTH 82° 00' 44" EAST ALONG A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 2919.84 FEET THROUGH A CENTRAL ANGLE OF 1° 31' 41" AND AN ARC LENGTH OF 77.87 FEET TO THE TRUE POINT OF BEGINNING.

TRACT SIX:
ALL OF PARCEL 40, AS SAID PARCEL IS SHOWN UPON THAT CERTAIN MAP ENTITLED, "PARCEL MAP, BEING A RESUBDIVISION OF PARCELS 22 AND 23 ON PARCEL MAP RECORDED IN BOOK 386 OF MAPS, PAGES 4 AND 5...", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON SEPTEMBER 29, 1977 IN BOOK 405 OF MAPS, PAGE 3.
EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE CITY OF SANTA CLARA, A MUNICIPAL CORPORATION BY THAT CERTAIN GRANT DEED RECORDED JANUARY 26, 1988 IN BOOK K428, PAGE 465, OFFICIAL RECORDS.
ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE SANTA CLARA COUNTY

TRANSIT DISTRICT BY THAT CERTAIN GRANT DEED RECORDED MAY 08, 1998 AS INSTRUMENT NO. 14176548, OFFICIAL RECORDS.

TRACT SEVEN:
ALL THAT PORTION OF DEMOCRACY WAY LYING WESTERLY OF THE WESTERLY LINE OF OLD IRONSIDES DRIVE AND EASTERLY OF THE EASTERLY LINE OF PATRICK HENRY DRIVE, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED MARCH 12, 1976 IN BOOK 368 OF MAPS, PAGES 36 AND 37, SANTA CLARA COUNTY RECORDS.
TRACT EIGHT:
EASEMENT RESERVED IN THAT CERTAIN DEED RECORDED NOVEMBER 3, 1950 IN BOOK 2089, PAGE 315, OFFICIAL RECORDS

[Insert Plat]

EXHIBIT B

ALLOCATION OF FAIR SHARE TRAFFIC FEES

	Kylli Traffic Infrastructure and Fair Share Fee						
						Development Trigger	
Row	#	Intersection Name	Improvement Description	Fair Share %	Fair Share Costs	%	non-resid ksf[1]
Project-Specific Fair Share[1]							
0	***60***	McCarthy Blvd/O'Toole Av and Montague Expwy (CMP)	Construct a partial grade separated interchange	0.0%[3]	$0	0%	N/A
1	***20***	Great America Parkway and Great America Way	Extend WBL lane striping	13.8%	$14,017	5%	184
2	***53***	Lick Mill Boulevard and Montague Expressway	Extend SBL pocket	1.6%	$1,657	5%	184
3	***25***	Great America Parkway and Patrick Henry Drive	Class IV separated bikeway on Great America Pkwy/ Bowers Ave (between Bay Trail & Old Glory Lane and between US 101 & Chromite Dr.)	15.1%	$394,782[4]	7%	245
4	***25***	Great America Parkway and Patrick Henry Drive	Hetch Hetchy trail (between Guadalupe River Pkwy & Great America Pkwy & between Patrick Henry Dr & Calabazas Creek Trail)	15.1%	$1,490,909[4]	7%	245
6	***20***	Great America Parkway and Great America Way	Extend SBL pocket	13.8%	$43,781	11%	388
7	***3***	Lawrence Expwy and Sandia Av/Lakehaven Dr	New signalized intersection at Lawrence Expressway and Bridgewood Way/Lakewood Dr (VTP 2040)	5.8%	$30,523	14%	489

	Kylli Traffic Infrastructure and Fair Share Fee						
						Development Trigger	
Row	#	Intersection Name	Improvement Description	Fair Share %	Fair Share Costs	%	non-resid ksf[1]
8	***51***	Lafayette Street and Agnew Road	Class IV separated bikeway on Lafayette (between SR 237 & Agnew)	7.3%	$128,886	20%	699
9	***40***	Mission College Blvd and Montague Expwy (CMP)	Add 3rd EBL lane and reconfigure the north leg to include 3 receiving lanes	4.3%	$18,878	24%	839
10	***41***	San Tomas Expressway and Scott Boulevard (CMP)	Reconfigure EB approach to include 3 LT lanes, 1 TH lane, and 1 shared TH/RT lane, remove triangular islands, reduce RT radii, signal modifications.	1.2%	$27,180	40%	1,398
11	***54***	N. 1st Street and Montague Expressway (CMP)	Construct a grade separated interchange	1.5%	$388,103	46%	1,608
12	***2***	Lawrence Expressway and Tasman Drive	Extend SBL pocket	1.6%	$3,616	50%	1,747
13	***23***	Great America Parkway and Tasman Drive	Extend NBL pocket	1.4%	$3,300	50%	1,747
14	***23***	Great America Parkway and Tasman Drive	Extend WBL pocket	1.4%	$3,300	50%	1,747
15	***31***	Bowers Avenue and Central Expressway (CMP)	Class IV separated bikeway on Great America Pkwy/ Bowers Ave (between Bay Trail & Old Glory Lane and between US 101 & Chromite Dr.)	4.6%	$120,436	50%	1,747
16	***48***	De la Cruz Boulevard and Central Expressway (CMP)	Class IV separated bikeway on De La Cruz Boulevard (between Central & Reed)	1.6%	$14,338	58%	2,027
17	***48***	De la Cruz Boulevard and Central Expressway (CMP)	Install crosswalk motion sensors, accessible pedestrian signals, upgraded safety lighting, travel time data collection systems, traffic monitoring cameras, and periodic retiming of	1.6%	$18,287	58%	2,027

	Kylli Traffic Infrastructure and Fair Share Fee						
						Development Trigger	
Row	#	Intersection Name	Improvement Description	Fair Share %	Fair Share Costs	%	non-resid ksf[1]
			signal coordination at intersections along De La Cruz Boulevard (Multimodal Improvement Plan).				
18	***52***	Agnew Rd/De La Cruz Blvd and Montague Expwy (CMP)	Install crosswalk motion sensors, accessible pedestrian signals, upgraded safety lighting, travel time data collection systems, traffic monitoring cameras, and periodic retiming of signal coordination at intersections along Agnew Road/De La Cruz Boulevard (Multimodal Improvement Plan).	2.5%	$81,629	58%	2,027
19	***44***	San Tomas Expressway and El Camino Real (CMP)	Class IV separated bikeway on El Camino Real (from city limit to city limit)	2.0%	$ 85,576	74%	2,586
20	***44***	San Tomas Expressway and El Camino Real (CMP)	VTA TSP improvement at this intersection	2.0%	$ 1,818	74%	2,586
21	***24***	Great America Parkway and Old Glory Lane	Class IV separated bikeway on Great America Pkwy/ Bowers Ave (between Bay Trail & Old Glory Lane and between US 101 & Chromite Dr.)	20.4%	$533,471	76%	2,656
22	***45***	Scott Boulevard and Central Expressway	Reconfigure southbound approach on Scott Ave. to include 2 LT lanes, 2 TH lanes, and 1 exclusive RT lane, signal modifications, remove triangular island, reduce RT radii, construct ADA curb ramps	3.1%	$ 40,730	85%	2,970
23	***47***	Lafayette Street and Central Expressway	Class IV separated bikeway on Lafayette St (between Laurelwood & Reed)	2.7%	$39,839	94%	3,285
24	***47***	Lafayette Street and Central Expressway	Remove triangular islands, reduce corner radii, realign crosswalks, and install ADA curb ramps.	2.7%	$62,930	94%	3,285

	Kylli Traffic Infrastructure and Fair Share Fee						
						Development Trigger	
Row	#	Intersection Name	Improvement Description	Fair Share %	Fair Share Costs	%	non-resid ksf[1]
Cumulative Fair Share Contributions[2]							
	6	Lawrence Expressway and E. Arques Ave.	Construct grade separated interchange	1.8%	$291,694	Cumulative[2]	
	7	Lawrence Expressway and Kifer Road	Construct grade separated interchange	1.0%	$164,006	Cumulative[2]	
	8	Lawrence Expressway and Reed Ave/Monroe St	Construct grade separated interchange	1.4%	$170,924	Cumulative[2]	
	14	Old Ironsides Drive and Tasman Drive	Extend WBL pocket	28.7%	$62,888	Cumulative[4]	
	14	Old Ironsides Drive and Tasman Drive	Spot improvements (tighten turning radii on northeast corner)	28.7%	$56,913	Cumulative[2]	
	16	Old Ironsides Drive and Old Glory Lane	Add NB RT lane	52.2%	$198,522	Cumulative[2]	
	20	Great America Parkway and Great America Way	Class IV separated bikeway on Great America Pkwy/ Bowers Ave (between Bay Trail & Old Glory and between US 101 & Chromite)	13.8%	$358,959	Cumulative[2]	
	26	Great America Pkwy and Mission College Blvd	Class IV separated bikeway on Great America Pkwy/ Bowers Ave (between Bay Trail & Old Glory and between US 101 & Chromite)	10.0%	$261,136	Cumulative[2]	
	26	Great America Pkwy and Mission College Blvd	Install transit signal priority, trail crossing improvements, crosswalk motion sensors, upgraded safety lighting, enhance crosswalks, travel time data collection systems, adaptive traffic signals and periodic retiming of signal	10.0%	$311,418	Cumulative[2]	

	Kylli Traffic Infrastructure and Fair Share Fee						
						Development Trigger	
Row	#	Intersection Name	Improvement Description	Fair Share %	Fair Share Costs	%	non-resid ksf[1]
			coordination at intersections along Mission College Boulevard (Multimodal Improvement Plan).				
	37	Agnew/Freedom Circle E & Mission College Blvd	Class IV bikeway on Mission College Boulevard (between Great America & Montague)	3.3%	$29,485	Cumulative[2]	
	40	Mission College Blvd and Montague Expwy (CMP)	Class IV bikeway on Mission College Boulevard (between Great America & Montague)	2.4%	$21,543	Cumulative[2]	
	42	San Tomas Expressway and Walsh Avenue	Class IV Separated Bikeway on Walsh Ave (between city limit & Lafayette)	3.2%	$104,623	Cumulative[2]	
	42	San Tomas Expressway and Walsh Avenue	Spot improvements (protected intersection consistent with VTA Bike Plan)	3.2%	$63,280	Cumulative[2]	
	45	Scott Boulevard and Central Expressway	Class II buffered bicycle lane on Scott Blvd (between city limit & Monroe)	3.1%	$45,397	Cumulative[2]	
	45	Scott Boulevard and Central Expressway	Implement bus duckouts and pedestrian pads, crosswalk motion sensors, accessible pedestrian signals, upgraded safety lighting, and periodic retiming of signal coordination at intersections along Scott Boulevard (Multimodal Improvement Plan).	3.1%	$80,296	Cumulative[2]	
	46	Scott Boulevard and Walsh Avenue	Class IV Separated Bikeway on Walsh Ave (between city limit & Lafayette)	4.2%	$137,854	Cumulative[2]	
	50	Lick Mill Boulevard and Tasman Drive	Class IV separated bikeway on Lick Mill Blvd (between Tasman & Montague)	5.7%	$83,387	Cumulative[2]	

	Kylli Traffic Infrastructure and Fair Share Fee						
						Development Trigger	
Row	#	Intersection Name	Improvement Description	Fair Share %	Fair Share Costs	%	non-resid ksf[1]
	53	Lick Mill Boulevard and Montague Expressway	Class IV separated bikeway on Lick Mill Blvd (between Tasman & Montague)	1.1%	$15,477	Cumulative[2]	
	55	Zanker Road and Montague Expressway (CMP)	HOV-type signal improvements that could support future Bus Rapid Transit facilities (North San José Deficiency Plan)	0.7%	$146,419	Cumulative[2]	
	56	De la Cruz Boulevard and W Trimble Road	Class IV separated bikeway on De La Cruz (between Montague Park & Trimble)	1.6%	$10,187	Cumulative[2]	
					Cumulative Subtotal: **$2,614,408**		

Grand Total: $6,162,396

[1]**Project-Specific Fair Share Contributions**. The development level triggering need for improvement is shown only for intersection improvements that were identified under the background plus project scenario. For the purpose of this sensitivity analysis, residential development should be converted to non-residential floor area at a rate of 212 square feet (0.212 ksf) per dwelling unit.

The amount listed under “Fair Share Costs” column shall be paid at issuance of building permit(s) that meet or exceed the square footage total under the “Development Trigger” column. Note, certain development may trigger more than one Fair Share Costs payment depending on the development size.

For illustrative example only, if 500 residential units were submitted for building permit, first the units would be converted (0.212 ksf per dwelling unit) or 500 units x 0.212 ksf = 106 ksf. At 106,000 sf, no project specific Fair Share Costs would be due. However, under footnote 2, below, $79,500 would be due. For another example, if a 500,000 sf office/R&D project were submitted for building permit (500 ksf), the following project-specific Fair Share Costs would be due: Rows 1-7, plus the cumulative contribution of $375,000 under Footnote 2, below.

[2] **Cumulative Fair Share Contributions**. The need for this improvement would only arise under cumulative plus project conditions. Thus, a sensitivity analysis was not conducted because the Project alone would not trigger the need for this improvement. Fair share payments towards this improvement will be collected at a rate of $0.75 per sf of non-residential development with each phase of development in proportion to the development size using the same non-residential equivalency ratio (0.212 ksf per dwelling unit).

The cumulative contribution rate has been set by adding all the cumulative fair share contributions ($2,614,408) divided by the total maximum development square footage using the residential conversion (3,100 ksf non-residential plus 1,800 x .212 ksf or 382 ksf = 3,392 ksf) or 2,614,408/3,482,000= $0.75 per square foot of non-residential development (subject to the re-conversion for residential of 0.212 ksf per unit). Note that if residential is developed on Area C, there would be sf reduction in maximum non-residential and the overall cumulative fair share contribution would be correspondingly reduced because residential has a lower traffic rate than non-residential uses.

For illustrative example only, a 500 unit residential project (or 106 ksf non-residential) would pay 106 ksf x 0.75 = $79,500 toward cumulative fair share costs. For another example only, a 500,000 office/R&D project would pay, in addition to the project-specific amounts listed under footnote 1 above, 500,000 x 0.75 = $375,000 toward cumulative fair share costs.

[3] 100% funded by City of San Jose under the terms of the North San Jose Settlement.

[4] Subject to credits pursuant Public Works Conditions of Approval Nos. E43 and E44 in Resolution No. _____)

EXHIBIT C

DEFINITIONS

"Affiliate of Developer" as defined in Section 13.3 of this Agreement.

"Agreement" as defined on page 1 (first paragraph) of this Agreement.

"AHP" as defined in Recital D of this Agreement.

"Allocation of Fair Share Traffic Fees" as defined in Section 4.9 of this Agreement.

"Approvals" as defined in Section 2.3 of this Agreement.

"Approved Childcare Alternative" as defined in Section 4.17 of this Agreement.

"Approved Grocery Store Alternative" as defined in Section 4.16 of this Agreement.

"Building Permit" as defined in Section 1.2a(i) of this Agreement.

"CEQA" as defined in Recital L of this Agreement.

"Changes in the Law" as defined in Section 3.1 of this Agreement.

"Childcare Facility" as defined in Section 4.17 of this Agreement.

"Childcare Facility Marketing Period" as defined in Section 4.17 of this Agreement.

"Childcare Performance Milestone" as defined in Section 1.2a(i)(B) of this Agreement.

"City" as defined on page 1 (first paragraph) of this Agreement.

"COAs" as defined in Recital F of this Agreement.

"Compliance Letter" as defined in Section 8.2 of this Agreement.

"Conflicting City Law" as defined in Section 3.2a of this Agreement.

"Developer" as defined on page 1 (first paragraph) of this Agreement.

"Development Fee Vesting Locking Periods" as defined in Section 4.1 of this Agreement.

"Development Fee Vested Period" as defined in Section 4.1 of this Agreement.

"Development Plan" as defined in Recital D of this Agreement.

"Director" as defined in Section 8.2 of this Agreement.

"Effective Date" as defined in Recital N of this Agreement.

“EIR” as defined in Recital L of this Agreement.

“Existing Public Utilities” as defined in Section 4.11 of this Agreement.

“Fair Share Traffic Fees” as defined in Section 4.9 of this Agreement.

“Fees” as defined in Section 4.1 of this Agreement.

“FMV” as defined in Section 4.11 of this Agreement.

“General Plan Amendment” as defined in Recital D of this Agreement.

“Grocery Performance Milestone” as defined in Section 1.2a(i)(A) of this Agreement.

“Grocery Store” as defined in Section 4.16 of this Agreement.

“Grocery Store Marketing Period" as defined in Section 4.16 of this Agreement.

“gsf” as defined in Recital E of this Agreement.

“Indemnified Parties” as defined in Section 15.8 of this Agreement.

“Local Rules” as defined in Section 3.4 of this Agreement.

“Maintenance Period” as defined in Section 4.7b of this Agreement.

“Minor Change” as defined in Section 11.2b of this Agreement.

“Mitigations” as defined in Section 4.5 of this Agreement.

“MMRP” as defined in Recital L of this Agreement.

“Mortgage” as defined in Section 12.1 of this Agreement.

“Mortgagees” as defined in Section 12.1 of this Agreement.

“Operating Memoranda” as defined in Section 22.1 of this Agreement.

“Other Regulations” as defined in Section 2.4d of this Agreement.

“Parties” as defined on page 1 (first paragraph) of this Agreement.

“PD” as defined in Recital D of this Agreement.

“POSP” as defined in Recital D of this Agreement.

“Processing Fees” as defined in Section 4.2 of this Agreement.

“Project” as defined in Recital E of this Agreement.

"Project Approvals" as defined in Recital D of this Agreement.

"Property" as defined in Recital C of this Agreement.

"Public Art Funding" as defined in Section 4.8 of this Agreement.

"Public Arts/Cultural Features" as defined in Section 4.8 of this Agreement.

"Rezoning" as defined in Recital D of this Agreement.

"R&D" as defined in Recital E of this Agreement.

"Relocation Cost" as defined in Section 4.11 of this Agreement.

"Relocation Work" as defined in Section 4.11 of this Agreement.

"ROW Appraisal" as defined in Section 4.11 of this Agreement.

"SCCC" as defined in Recital B of this Agreement.

"SOC" as defined in Recital L of this Agreement.

"Street Easement Vacation" as defined in Section 4.11 of this Agreement.

"Subsequent Project Approval" as defined in Section 2.3 of this Agreement.

"SVP" as defined in Recital E of this Agreement.

"Target Maximum Maintenance Cost" as defined in Section 4.7a of this Agreement.

"TDMP" as defined in Recital D of this Agreement.

"Term" as defined in Section 1.1 of this Agreement.

"Transfer" as defined in Section 13.1 of this Agreement.

"Vested Elements" as defined in Section 2.4 of this Agreement.

"VTM" as defined in Recital D of this Agreement.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SANTA CLARA AND KYLLI, INC. FOR THE PROPERTY LOCATED AT 4995 PATRICK HENRY DRIVE AND 3005 DEMOCRACY WAY, SANTA CLARA

SCH#2018072068
PLN2017-12924 (General Plan Amendment)
PLN2018-13400 (Rezoning)
PLN22-00635 (Vesting Tentative Subdivision Map)
PLN21-15387 (Development Agreement)
Revised Project, "Option B"

WHEREAS, California Government Code Sections 65864 through 65869.51 ("Development Agreement Act") authorize cities to enter into binding development agreements with owners of real property and these agreements govern the development of the property; and

WHEREAS, Kylli, Inc., through its wholly-owned subsidiary Innovation Commons Owner, LLC ("Owner") has requested that the City of Santa Clara ("City") enter into the type of agreement contemplated by the Development Agreement Act; and

WEHERAS, City staff have negotiated and recommended for approval a Development Agreement subject to specific conditions of approval, all attached as Exhibit "Development Agreement for Mission Point – Revised Project", with Owner in connection with the proposed development of up to 4,913,000 gross square feet of new development, including up to 2,600 units (up to 1,800 units in Area D, approximately 1.8 million square feet of residential uses, and up to 800 units in Area C with corresponding reduction in office/research-and-development ("R&D") uses in Area C), up to three million square feet of office/R&D, approximately 100,000 square feet of retail, and approximately 10,000 square feet of childcare facilities; public right-of-way improvements, and site infrastructure and utilities ("Revised Project") at 4995 Patrick Henry Drive and 3005 Democracy Way, Santa Clara ("Project Site");

WHEREAS, the Revised Project approvals will include the Environmental Impact Report ("EIR") for the Mission Point Project; General Plan Amendment from High-Intensity Office/Research and

Development (maximum FAR 2.0), to the new Urban Center Mission Point (minimum FAR 1.5) land use designation for Areas “A” and “B” and to the new Urban Center Mixed Use (60 - 250 dwelling units per acre) land use designation for Areas “C” and “D”; Rezoning from High-Intensity Office/Research and Development (“HO-RD”) to Planned Development (“PD”); Vesting Tentative Subdivision Map; and the adoption of this Development Agreement Ordinance (collectively, the “Approvals”);

WHEREAS, Santa Clara City Code Section 17.10.120 requires the Planning Commission to hold a public hearing before making a recommendation on the approval of a Development Agreement;

WHEREAS, on November 6, 2024, the Planning Commission conducted a duly noticed public hearing to consider the proposed Development Agreement, at the conclusion of which, the Planning Commission voted to recommend approval to the City Council;

WHEREAS, the City Council has reviewed the Development Agreement for the Revised Project, and has considered all available facts related to the Development Agreement for the Revised Project;

WHEREAS, before considering the Development Agreement, the City Council reviewed and considered the information contained in the DEIR, Final EIR (“FEIR”) (including Attachment 3 to the FEIR analyzing the Revised Project) and Appendix to the FEIR, that combined constitute the EIR for the Project (SCH#2018072068);

WHEREAS, notice of the November 19, 2024 public hearing on the proposed Development Agreement was published in the ***Santa Clara Weekly***, a newspaper of general circulation for the City, on November 6, 2024;

WHEREAS, notices of the November 19, 2024 public hearing on the Development Agreement were mailed to all property owners within a quarter mile of the property, according to the most recent assessor’s roll, on November 7, 2024, and to all local agencies expected to provide essential facilities or services to the Project;

WHEREAS, on November 19, 2024, the City Council conducted a public hearing to consider the

Development Agreement, for the Revised Project and related applications, at which time all interested persons were given an opportunity to give testimony and present evidence, both in favor of and in opposition to the proposed Development Agreement.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

SECTION 1: That the City Council hereby finds and determines that the forgoing recitals are true and correct and by reference makes them a part hereof.

SECTION 2: That the City Council hereby approves the Development Agreement between the City of Santa Clara and Kylli, Inc. for the property located at 4995 Patrick Henry Drive and 3005 Democracy Way (APNs: 104-04-150, 104-04-142, 104-04-143, 104-04-151, 104-04-112, 104-04-113, 104-04-065, 104-04-111, 104-04-064), incorporated by this reference, subject to such minor and clarifying changes consistent with the terms thereof as may be approved by the City Attorney prior to execution thereof.

SECTION 3: Pursuant to Government Code Sections 65867 and 65867.5, the City Council hereby finds that the provisions of the Development Agreement are consistent with the General Plan, in that the proposed project creates a mixed-use development of the scale and character that complements and is supportive of the surrounding uses and existing and planned transit facilities; creates a mixed-use development that maximizes density with accessibility to alternative transportation modes, and integrates pedestrian, bicycle, transit, open space and outdoor uses to encourage active centers.

SECTION 4: The City Council hereby finds and determines that the Development Agreement complies with all requirements of Government Code Section 65865.2, in that the Development Agreement specifies the duration of the Agreement (10 years, with three 5 year extension options), lists the permitted uses of the property (residential, commercial, office/research & development, and mixed use), sets the density and intensity of the proposed uses (60 to 250 dwelling units per acre with up to 3.1 Million square feet of nonresidential development), sets the maximum height and size of the proposed buildings (192 feet, as depicted on the Exhibit “PD

Development Plans - Revised Project" to Resolution No. ___), and includes provisions for the dedication of land for public purposes (up to 7.6 acres).

SECTION 5: The City Manager and/or his designee is hereby authorized and directed to perform all acts to be performed by the City in the administration of the Development Agreement pursuant to the terms of the Development Agreement, including but not limited to conducting annual reviews of compliance as specified therein. The City Manager or designee is further authorized and directed to perform all other acts, enter into all other agreements, and execute all other documents necessary or convenient to carry out the purposes of this Ordinance and the Development Agreement.

SECTION 6: Except as specifically set forth herein, this Ordinance suspends and supersedes all conflicting resolutions, ordinances, plans, codes, laws, and regulations.

SECTION 7: This Ordinance shall not be codified in the Santa Clara City Code.

SECTION 7: Effective date. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of "The Charter of the City of Santa Clara, California."

PASSED FOR THE PURPOSE OF PUBLICATION this 19TH DAY OF NOVEMBER, 2024, by the following vote:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Exhibit “Development Agreement for Mission Point – Revised Project”

S:\Attorney\RESOLUTIONS\Form Resolution-City.doc

RECORD WITHOUT FEES
PURSUANT TO GOVERNMENT CODE § 6103

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: City of Santa Clara City Clerk's Office 1500 Warburton Avenue Santa Clara, California 95050	

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

DEVELOPMENT AGREEMENT
FOR
MISSION POINT
(MIXED USE)

BETWEEN

THE CITY OF SANTA CLARA,

a chartered California municipal corporation,

AND

INNOVATION COMMONS OWNER LLC,

a Delaware limited liability company

Effective Date *_____

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DEVELOPMENT AGREEMENT
FOR
MISSION POINT
(MIXED USE)

This DEVELOPMENT AGREEMENT ("Agreement"), dated for reference purposes as of _____, 2024 is entered into by and between CITY OF SANTA CLARA ("City"), a chartered California municipal corporation, and INNOVATION COMMONS OWNER LLC, a Delaware limited liability company ("Developer"), (collectively the "Parties") and is effective on the date set forth in Recital N.

RECITALS

Developer and City enter into this Agreement on the basis of the following facts, understandings and intentions, and the following recitals are a substantive part of this Agreement:

A. Sections 65864 through 65869.5 of the California Government Code authorize the City to establish procedures to enter into binding development agreements with persons having legal or equitable interests in real property located within the City for development of property.

B. "The Code of the City of Santa Clara, California" ("SCCC") Section 17.10.010 and following, establishes the authority and procedure for review and approval of proposed development agreements.

C. Developer is currently the legal owner of the property ("Property") governed by this Agreement. The Property consists of nine (9) separate parcels (APNs 104-04-064, 104-04-065, 104-04-111, 104-04-112, 104-04-113, 104-04-142, 104-04-143, 104-04-150 and 104-04-151) totaling approximately 48.6 acres, as further legally described and depicted in Exhibit A, attached hereto and incorporated by this reference.

D. Developer has submitted the following application(s) to the City (each such application being referenced herein as modified and finally approved by the City Council): (i) a General Plan Amendment to change the use designation of the Property from the existing *High-Intensity Office/R&D* designation to a newly established designation of *Urban Center Mixed Use and Urban Center Mission Point)* (#PLN _____; CEQ _____) ("General Plan Amendment"); (ii) a rezoning of the Property ("Rezoning") from *High Intensity Office/R&D* to *Planned Development* ("PD") with a Development Plan that includes a Transportation Demand Management Plan ("TDMP"), Affordable Housing Plan ("AHP") and Parks & Open Space Plan ("POSP") (#PLN _____, CEQ _____) (collectively, the "Development Plan"); and (iii) a vesting tentative subdivision map to merge and re-subdivide the Property, vacate Democracy Way, including relocation of the underground public improvements (#PLN _____, CEQ_____) ("VTM"). The applications in the foregoing subparagraphs D. (i),(ii), and (iii) are collectively referred to as the "Project Approvals".

E. The Project Approvals would authorize the Developer to redevelop the Property with an infill, mixed-use neighborhood consisting of up to 3 million gross square feet ("gsf") of

office/research and development ("R&D") space, approximately 100,000 gsf of neighborhood retail space, and up to 2,600 multifamily residences by consolidating, on a smaller portion of the Property, the square footage for office/R&D previously assumed in the City's General Plan (for the former Yahoo! campus) to accommodate new multifamily housing, including affordable housing, public parks and private open space, neighborhood serving services, childcare and retail, Silicon Valley Power ("SVP") facilities (collectively, the "Project").

F. The Project components, including but not limited to the proposed buildings, access and parking facilities, landscaping, parks and open space, and infrastructure improvements, and potential development sequencing to ensure necessary infrastructure support for the Project are all more particularly shown in the Development Plan consisting of *____ sheets of plans dated _____ and on file with City (#PLN _____, CEQ _____), the VTM consisting of * _____ sheets of plans dated _____ and on file with the City (#PLN _____, CEQ_____), and the applicable conditions of approval, subject of that certain Notice of Conditions of Approval recorded in the Official Records as Document No. _____ ("COAs") for the Development Plan and VTM, all incorporated herein by reference as if set forth in full. Certain improvements as set forth in the COAs are necessary to provide infrastructure support for the Project.

G. Through this Agreement, the Parties intend to preserve the size and density of development as set forth in the Project Approvals. City and Developer each acknowledge that development and construction of the Project is a large-scale undertaking involving major investments by Developer and City, and assurances that Developer will be allowed to develop and use the Property in accordance with the terms and conditions set forth herein and the existing rules governing development of the Property will benefit both Developer and City.

H. City is willing to enter this Agreement for the reasons enumerated in SCCC Section 17.10.010 to (i) eliminate uncertainty in the comprehensive development planning of large-scale projects in the City, such as the Project; (ii) secure orderly development and fiscal benefits for public services, improvements and facilities planning in the City, including the voluntary, supplementary community benefits offered by the Developer; (iii) meet the goals of the General Plan; and (iv) plan for and concentrate public and private resources for the mutual benefit of both Developer and City.

I. Developer acknowledges and recognizes that material inducements for the City to enter into this Agreement include opportunities to:

i. Support the City's North Santa Clara planning effort by converting an underutilized 48.6-acre site, primarily used as a surface parking lot, to a pedestrian-oriented, high-intensity and high-density mixed-use development that is sustainable and inclusive by design, with a range of building types, connections between people, places, and open space;

ii. Broaden the housing supply and business opportunities in North Santa Clara through development of a human-centric, interconnected urban

neighborhood that provides a diverse and complementary mix of residential, commercial, retail and community uses with up to 3 million gsf of office/research and development ("R&D") space, approximately 100,000 gsf of neighborhood retail space, approximately 10,000 sf childcare and up to 2,600 multifamily residences;

iii. Promote an active pedestrian realm with continuous access to at-grade, podium-level, and rooftop private open space and at-grade public parks with flexible programming that will add substantial public park area and private open space to North Santa Clara;

iv. Promote and support local, regional, and State of California (State) mobility and greenhouse gas reduction objectives to reduce vehicle miles traveled and infrastructure costs through infill and mixed-use development in an existing urbanized and transit-rich area;

v. Facilitate ridership of multimodal transportation and minimize vehicular infrastructure, while providing efficient access to sufficient and flexible parking that meets current and future demand;

vi. Meet and exceed the City's Affordable Housing Ordinance and Inclusionary Zoning requirements; and

vii. Promote and facilitate opportunities for childcare and grocery services in North Santa Clara; and

viii. Provide at least $5 Million, subject to CPI, in voluntary funding towards public art and cultural programing; and

ix. Provide up to $3 Million, subject to CPI, in voluntary funding for the City-led intersection improvements at Mission College and Great America Parkway.

x. Provide up to $3.5 Million, subject to CPI, in voluntary funding for the City's purchase of a new ladder truck and fire engine; and

xi. Provide for the voluntary allocation of point of sale to secure tax revenues from the construction of the Project for the benefit of the City's general fund.

b. In addition to the benefits of the Project and the voluntary community benefit contributions by Developer, the Project will also provide for, upgraded utility infrastructure, payment of substantial new development impact fees, school fees, increased property taxes to support public services and facilities and provide opportunities for construction and permanent jobs.

J. City's willingness to enter into this Agreement is a material inducement to Developer to implement the Project, and Developer proposes to enter this Agreement in order (i) to

obtain assurances from City that the Property may be developed, constructed, completed and used pursuant to this Agreement, and in accordance with existing policies, rules and regulations of the City, subject to the exceptions and limitations expressed herein and the term of this Agreement; and (ii) to provide for a coordinated and systematic approach to funding the cost of certain public improvements and facilities planned by the City, and to establish the timing and extent of contributions required from Developer for these purposes.

K. Developer requested City enter into this Agreement, and proceedings have been taken in accordance with State law, as set forth below.

L. On *_____, _____, and _____, City's Planning Commission held a duly noticed public hearings on the Project, where following public testimony, the Planning Commission by adoption of Resolutions *_____, ____, _____, and _____ recommended that the City Council (i) approve and certify the Final Environmental Impact Report ("EIR") pursuant to the California Environmental Quality Act ("CEQA"), making findings with respect thereto, adopting a Mitigation Monitoring and Reporting Plan ("MMRP"), and adopting a Statement of Overriding Considerations ("SOC"); (ii) approve the General Plan Amendment; (iii) approve the Rezoning and Development Plan, including TDMP and AHP, subject to COAs; (iv) approve the VTM, subject to COAs; and (v) approve this Agreement.

M. On *_____, the City Council held a duly noticed public hearing on the Project, where following public testimony, the City Council, by adoption of Resolutions * ____, ___, ____ and ____ (i) approved and certified the EIR pursuant to CEQA, making findings with respect thereto and adopting a MMRP and SOC; (ii) approved the General Plan Amendment; (iii) approved the Rezoning and Development Plan, including TDMP and AHP, subject to COAs; (iv) approved the VTM, subject to COAs; and introduced Ordinance No. *_____, approving this Agreement.

N. On *_____, the City Council adopted Ordinances Nos. *_____ and _____, rezoning the property and approving the Development Plan, and enacting this Agreement, and the Ordinances became effective thirty (30) days later on *_____ ("Effective Date").

AGREEMENT

NOW, THEREFORE, pursuant to the authority contained in California Government Code Section 65864 and following, and SCCC Section 17.10.010 and following, and in consideration of the mutual representations, covenants and promises of the Parties, the Parties hereto agree as follows below. A glossary of defined terms in this Agreement is provided in Exhibit C.

1. TERM

1.1 Effective Date. The term ("Term") of this Agreement shall commence on the Effective Date (set forth above) and shall continue for a period of ten (10) years after the Effective Date, unless sooner terminated or extended as hereinafter provided.

1.2 Term Extensions. Notwithstanding the provisions of Section 1.1 the Term may be extended as follows and each such extension shall be documented by Operating Memoranda pursuant to Section 22.1:

a. **First Extension**. If either of the following (a)(i) [First Extension Performance Option] or (a)(ii) [First Extension Payment Option], below occur then the Term of this Agreement may, at the request of the Developer, be extended by an additional five (5) years for a total Term of fifteen (15) years:

(i) First Extension Performance Option: a building permit(s) ("Building Permit") has been issued for a residential building within the Project containing at least ninety (90) units for Very Low Income Households prior to January 15, 2031 and at least two and one half (2.5) acres or more of public or private parks or trail improvements on the Property have been approved and either completed or subject to a binding public improvement agreement and secured by financial security acceptable to the City (e.g., performance bonds), and at least one of the following (A) or (B) has occurred:

(A) Developer satisfies the obligations in Section 4.16 related to delivery of a Grocery Store or an Approved Grocery Alternative ("Grocery Performance Milestone"); or

(B) Developer satisfies the obligations in Section 4.17 related to delivery of Childcare Facility or an Approved Childcare Alternative ("Childcare Performance Milestone").

(ii) First Extension Payment Option. Developer pays to the City an amount of one dollar ($1.00), as adjusted by CPI from the Effective Date, for all remaining maximum allowed square feet of the Project that are not complete or subject to a Building Permit as of the date the First Extension Payment Option is exercised.

b. **Second Extension.** If, in addition to satisfaction of (a) [First Extension] above, either of the following (b)(i) [Second Extension Performance Option] or (b)(ii) [Second Extension Payment Option], below occur, then the Term of this Agreement may, at the request of the Developer, be extended, by an additional five (5) years for a total Term of twenty (20) years:

(i) Second Extension Performance Option. A Building Permit has been issued for at least one hundred and eighty (180) total affordable units, and at least 5 acres or more of public or private parks or trail improvements on the Property have been approved and either complete or subject to a binding public improvement agreement and secured by financial security acceptable to the City (e.g., performance bonds), and Developer has completed either the Grocery Performance Milestone or the Childcare Performance Milestone as defined in (a)(i).

(ii) Second Extension Payment Option. Developer pays to the City an amount of one dollar and fifty cents ($1.50), as adjusted by CPI from the Effective Date, for all remaining maximum allowed square feet of the Project that are not complete or subject to a Building Permit as of the date the Second Extension Payment Option is exercised.

c. **Third Extension**. If, in addition to satisfaction of (a) [First Extension] and (b) [Second Extension], above, either of the following (c)(i) [Third Extension Performance Option] or (c)(ii) [Third Extension Payment Option], below occur, then the Term of this Agreement may, at the request of the Developer, be extended by an additional five (5) years for a total Term of (25) years.

(i) Third Extension Performance Option. A Building Permit has been issued for at least two hundred and seventy (270) total affordable units, at least 7.4 acres or more of public or private parks or trail improvements on the Property have been approved and either complete or subject to a binding public improvement agreement and secured by financial security acceptable to the City (e.g., performance bonds), and Developer has completed both the Grocery Performance Milestone and the Childcare Performance Milestone as defined in (a)(i).

(ii) Third Extension Payment Option. Developer pays to the City an amount of two dollars ($2.00), as adjusted by CPI from the Effective Date, for all remaining maximum allowed square feet of the Project that are not complete or subject to a Building Permit as of the date the Third Extension Payment Option is exercised.

1.3 Expiration. Following expiration of the Term or any extension, or if sooner terminated, this Agreement shall have no force and effect, subject, however, to post-termination obligations of Developer and City. The Parties agree that the term of any VTM shall expire and be of no further force or effect upon expiration of this Agreement.

2. DEVELOPMENT OF THE PROPERTY

2.1 Property. The Property that is the subject of this Agreement is that certain real property described in Exhibit A attached hereto. The Parties acknowledge that the VTM is intended to resubdivide the entire Property. Therefore, upon the request of Developer, City agrees to meet and confer with Developer on whether, for ease of future reference, to replace the legal description in Exhibit A with the final legal descriptions shown on the recorded Final Map(s) that describe the entire Property, subject to the City's confirmation that the Final Maps accurately describe the Property. The determination of whether to replace the legal description in Exhibit A with the final legal descriptions shown on the Final Map(s) shall be made at the City's sole discretion.

2.2 Binding Covenants. It is intended and agreed that the provisions of this Agreement shall constitute covenants that shall run with the Property, and the benefits and burdens hereof shall bind and inure to all successors in interest to the Parties hereto.

2.3 Life of Approvals. Pursuant to Government Code section 66452.6(a) and this Agreement, the life of the Project Approvals (defined in Recital D) and all subsequent Project approvals, including but not limited to architectural approval(s) and tree removal permit(s) (each a "Subsequent Project Approval" and collectively with the Project Approvals the "Approvals") shall automatically be extended to and until the later of the following: (1) the end of the Term of this Agreement; or (2) the end of the term or life of any such Approval. Notwithstanding the foregoing, the Vested Elements secured by Developer under this Agreement shall have a life no greater than the Term of this Agreement, and any extension thereof.

2.4 Vested Elements. The permitted uses of the Property, the maximum density and intensity of use, the maximum heights, locations, numbers and gross square footage of the proposed buildings, the provisions for vehicular access and parking, reservation or dedication of land for public purposes or fees in-lieu thereof, provision for construction of public improvements and/or required fees associated with the Project as provided in, and limited by, the Approvals and this Agreement, shall be vested and are hereby vested and referred to as vested elements ("Vested Elements"). In addition to the foregoing Vested Elements, other terms and conditions of development applicable to the Project are set forth in the following documents as they exist as of the Effective Date:

a. The General Plan of the City of Santa Clara, current as of the Effective Date, the terms and conditions of which are incorporated herein by this reference;

b. SCCC, current as of the Effective Date, including the Rezoning;

c. The Development Plan, including the TDMP and AHP, and VTM, including the COAs imposed thereon;

d. All other applicable City plans, policies, programs, regulations, ordinances and resolutions of the City in effect as of the Effective Date, which regulate development of the Property and implementation of the Project, and which are not inconsistent with the terms of this Agreement ("Other Regulations");

e. Any permits and/or Subsequent Approvals, including but not limited to additional subdivision maps or lot line adjustments, if any, final maps, site and architectural review, demolition permits, Building Permits, grading permits, and infrastructure improvement plans processed in accordance with the terms of this Agreement Upon approval, each such Subsequent Approval shall be incorporated into this Agreement and vested hereby; and,

f. Proof of availability of sufficient water supply demonstrating the Project's compliance with Government Code § 66473.7.

2.5 Permitted Uses. The permitted uses for the Property and the Project include the following, all as more particularly described in the Development Plan and all of which must be implemented in accordance with the Approvals and the COAs, and MMRP. The number of residential units and amount of square footage for each use are subject to the Minor Change process as set forth in Section 11.2(b):

a. Up to 2,600 residential units and related amenity space;

b. Up to 3 million gross square feet ("gsf") of office/R&D and related amenity space, as may be reduced by the Office/R&D – Residential Flex option pursuant to the Development Plan;

c. Approximately 100,000 gsf of neighborhood retail uses; and

d. Approximately 10,000 gsf of childcare facilities.

2.6 Present Right to Develop. Subject to Developer's fulfillment of the provisions of this Agreement, including the Development Plan and COAs, the City hereby grants to Developer the present vested right to develop and construct on the Property all the improvements authorized by, and in accordance with, this Agreement and the Vested Elements. To the extent permitted by law, no future modification (including by later-adopted initiative and/or referendum) of the City's General Plan, SCCC, ordinances, policies or regulations that purport to (i) limit the rate or timing of development, size of buildings or other improvements (including developable square footage), or amount of development of the portions of the Project to be built; or (ii) impose fees, exactions or conditions upon development, occupancy or use of the Property other than as provided in the Project Approvals and the COAs and MMRP, or pursuant to this Agreement, shall apply to the Property; provided, however, that nothing in this Agreement shall prevent or preclude City from adopting any fees or land use regulations or amendments thereto, expressly permitted herein.

2.7 Timing of Improvements; No Moratoria. Subject to the Project Approvals and this Agreement, Developer shall have the right to develop the Project at such time as Developer deems appropriate subject to Section 2.3 and this Section 2.7 within the exercise of its subjective business judgment. The Parties acknowledge and agree that presently the Developers cannot predict the timing of the Project. Therefore, the Developers have no obligation to develop or construct all or any component of the Project. The timing, sequencing, and phasing of the Project is solely the right and responsibility of Developers in the exercise of their business judgment so long as it is consistent with the Vested Rights and the MMRP. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465 that failure of the Parties therein to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the Parties' agreement, it is the Parties' intent to cure that deficiency by acknowledging and providing that the Developers shall have the right to develop the Property in such order, at such rate, and at such times as Developers deem appropriate within the exercise of its subjective business judgment and the provisions of this Agreement. No annual (or other) limit, moratoria, or other limitation upon the number of, or pacing of, buildings which may be constructed, or Building Permits which may be obtained, or the like shall apply to the Project.

2.8 Agreement and Comprehensive Plan for Development. The Parties acknowledge that, except as specifically set forth herein, the Project Approvals, the MMRP, and COAs set forth a comprehensive schedule of all development terms and conditions,

development mitigation measures and fees, special assessments, special taxes, exactions, fees in-lieu, charges and dedications required in the public interest to be contributed, paid or constructed due to development of the Project on the Property. All fees referred to herein, may be subject to an annual increase until paid, but only if such increase is applied equally to similarly situated projects on a City-wide or area-wide basis, and any such annual increase shall be limited in the manner specified in Section 3.

2.9 Design of On-Site and Off-Site Improvements. Development of the Property shall be subject to Architectural Review Process by City pursuant to the policies, regulations and ordinances, including Article 6 of the City Zoning Code entitled "Permit Processing Procedures", in effect as of the Effective Date, and subject to the Vested Elements, the MMRP, and this Agreement. No such Architectural Review shall, without Developer's consent, require development of the Property inconsistent with the Vested Elements, or MMRP unless City determines it is necessary to protect against conditions which create a substantial adverse risk to the physical health or safety of residents or users of the Project or the affected surrounding region. The Vested Elements and the MMRP, and all improvement plans prepared in accordance thereof, shall govern the design and scope of all on-site and off-site improvements benefiting or to be constructed on the Property. In no event shall Architectural Review approval by City be conditioned on or require any change in the Vested Elements or the MMRP, without Developer's consent.

2.10 Development of the Site. In consideration for the City entering into this Agreement, Developer agrees to perform all of its obligations contained in this Agreement in the time and manner set out in this Agreement, the MMRP, the COAs and the Project Approvals.

2.11 Integrated Development. City and Developer acknowledge that the Project is, and shall be considered, an integrated development. It is thus the intention of the Parties that, if construction on one component of the Project is commenced, any additional development of the Property will adhere to this Agreement and the Project Approvals. However, nothing in this Agreement is intended: (i) to prevent Developer from individually commencing and completing development of any portion of the Project, even if development on other portions thereof has not been commenced and/or completed; (ii) to prevent Developer from independently marketing, selling, renting and/or occupying all, or any portion of, such developed space, pursuant to Section 12, provided that all current obligations under this Agreement and the Development Plan and all infrastructure requirements for the existing developed space have been met; and (iii) to require Developer to develop any portion of the Project (even if development on another portion of the Project has been commenced and/or completed).

2.12 Building Standards. Developer hereby agrees to employ all reasonable efforts such that the Project will be built to LEED Neighborhood Development Silver or equivalent standards, LEED CS Gold or equivalent standards for commercial buildings and LEED NC Silver for residential buildings, all as described in more detail in the Project Approvals.

3. EFFECT OF AGREEMENT

3.1 Subsequent State or Federal Laws or Regulations. As provided in California Government Code section 65869.5, this Agreement shall not preclude the application to the Project of changes in laws, regulations, plans or policies, to the extent that such changes are required by changes in county, regional, State or federal laws or regulations ("Changes in the Law"). In the event Changes in the Law prevent or preclude compliance with one or more material provisions of this Agreement, Developer may request that such material provisions be modified or suspended, or performance delayed, as may be necessary to comply with Changes in the Law, and City may take such action as it deems necessary to be consistent with the intent of this Agreement.

3.2 Changes to Existing Regulations. Except as otherwise specifically provided, only the following changes to the Vested Elements, including such changes adopted by the electorate through the powers of initiative, or otherwise, shall apply to the development of the Property:

a. Subject to Section 3 herein, Citywide regulations, ordinances, policies, programs, resolutions or fees adopted after the Effective Date that are not in conflict with the Vested Elements and the terms and conditions for development of the Property established by this Agreement, or otherwise applicable regulations existing as of the Effective Date. Changes to the General Plan, SCCC or other regulations shall be deemed to conflict with the approvals and this Agreement ("Conflicting City Law") if such changes prevent development of the Property in substantial accordance with the Approvals; require significant changes in the development of the Property from what is contemplated by the Approvals; significantly delay, ration or impose a moratorium on development of the Property; or require the issuance of discretionary or nondiscretionary permits or approvals by the City other than those required as of the Effective Date. A fee shall be deemed to conflict with this Agreement if it is an increase in an existing fee by more than the amount permitted pursuant to Section 4 below.

b. Any law, regulation or policy which would otherwise be Conflicting City Law, but through this Agreement or by later separate document, application to the Property has been consented to in writing by the Developer.

3.3 Further Reviews. Developer acknowledges that existing land use regulations, the Vested Elements and this Agreement contemplate the possibility of further reviews of elements or portions of the Project by the City including potential CEQA analysis, if required. Nothing in this Agreement shall be deemed to limit the legal authority of City with respect to these reviews as provided by, and otherwise consistent with, this Agreement and the Vested Elements. In no event shall such further review by City revisit the COAs and Project Approvals or be conditioned on or require any change in the Project except as contemplated by the COAs, the Project Approvals and/or this Agreement.

3.4 Local Rules. Future development on the Property shall be subject to all the official rules, regulations and policies (collectively "Local Rules") of the City which govern uses, architectural design, landscaping, public improvements and construction standards, and which are contained in and not inconsistent with the Vested Elements or are in effect as of the Effective Date, with the exception that revisions or amendments to the Local Rules necessitated by reasonable public health or fire and life-safety considerations shall apply as though the rules were in effect as of the Effective Date. Notwithstanding any other provision of this Agreement, and without limitation as to any other exceptions contained in this Agreement, City shall retain the authority to take the following actions, so long as such action is applied on a Citywide basis to similarly situated projects:

a. Adopt and apply property transfer taxes and/or excise taxes;

b. Adopt and apply utility charges;

c. Adopt updates to building and/or fire codes;

d. Maintain the right of voters to act by initiative or referendum, but only to the extent that the initiative or referendum does not affect or interfere with any vested rights acquired by the Developer in this Agreement; except that this Agreement itself is subject to referendum; and,

e. Take other actions not expressly prohibited by the terms or provisions of this Agreement.

3.5 Future Exercise of Discretion by City. This Agreement shall not be construed to limit the authority or obligation of City to hold necessary public hearings, or, except as provided herein, to limit discretion of the City or any of its officers or officials with regard to rules, regulations, ordinances or laws which require the exercise of discretion by City or any of its officers or officials. Except as provided herein, this Agreement shall not prevent City from applying new rules, regulations and policies, or from conditioning future Project development approval applications on new rules, regulations and policies that do not conflict with the terms of the Vested Elements or this Agreement.

4. DEVELOPMENT FEES, EXACTIONS AND DEDICATIONS.

4.1 Development Fees, Exactions and Dedications. During the time period between the Effective Date and the time period that is seven (7) years after the Effective Date (such time period, as extended by any delay due to Force Majeure hereinafter the "Development Fee Vested Period"), the types and amounts of fees, special assessments, special taxes, exactions and dedications (collectively "Fees") payable due to the development, build out, occupancy and use of the Property pursuant to this Agreement shall be exclusively those set forth in the Project Approvals, the COAs and as specified in this Agreement. Notwithstanding any amendments to the Fees or imposition of any new City fees, taxes, special assessments or other exactions during the Development Fee Vested Period, the Fees set forth in this Agreement, the COAs, and Project Approvals shall be the only fees, charges, special assessments, special taxes, dedications and exactions payable to City due to development of the Property during the Development

Fee Vested Period; provided however that any automatic and generally applicable increases to such Fees occurring during the Development Fee Vested Period pursuant to an ordinance adopted prior to the Development Vested Period shall apply to the Fees. The defined term "Fees" for this purpose does not include Load Fees adopted by Silicon Valley Power. The Development Fee Vesting Period shall be extended (if still in effect at the time) or reset (if expired at the time) for a period(s) of four (4) years upon the date of City approval of an Architectural Review Permit for any portion of the Project based on whatever Fees are in effect as of the reset date (each a "Development Fee Vesting Locking Period"). Each Development Fee Vesting Locking Period shall be documented by Operating Memoranda pursuant to Section 22.1. After the Development Fee Vesting Period has expired (subject to the Development Fee Vesting Locking Periods noted above), all Fees payable due to the development, build out, occupancy and use of the Property pursuant to this Agreement shall be those Fees, and in the amounts, then in effect so long as such Fee is (i) generally applicable on a city-wide or area-wide basis for similar land uses, and (ii) are not redundant as to the Project of a fee, dedication, program, requirement, or facility that is imposed or required under this Agreement, the COAs, or the Project Approvals. Notwithstanding anything to the contrary herein, if the Developer complies with the requirements of Section 4.8, Art in Public and Private Development Funding, the Project shall not be subject to any public art fee (or similarly titled development fee or special tax adopted for the purposes of increasing the amount of public/publicly accessible art or generating funding for such purpose) adopted by the City as set forth in Section 4.8.

4.2 Processing Fees. Processing fees, including without limitation Building Permit application, processing and inspection fees ("Processing Fees"), may be increased if the increase is applicable Citywide and reflects the reasonable cost to City of performing the administrative processing or other service for which the particular Processing Fee is charged. New Processing Fees may be imposed if the new Processing Fees apply to all similarly situated projects or works within the City and if the application of these Processing Fees to the Property is prospective only. Processing Fees shall be due and payable on an individual project application basis, so that only those fees applying to the actual construction of each portion of the Project shall be paid upon the issuance of the appropriate permits for that portion of the Project. Developer shall pay the costs associated with the planning, processing and environmental review process for the Project, provided that such costs shall be limited to (i) reasonable costs directly associated with the preparation of the EIR; (ii) fees ordinarily charged by City for processing land use applications and permits, provided that such fees and costs are applied to Developer in the same manner as other similarly situated applicants seeking similar land use approvals and are not limited in applicability to the Project or to related uses; and (iii) fees associated with third-party contract permit plan checking, if applicable, above those normally charged by the City. Pursuant to Section 4.3, Developer shall reimburse City for reasonable staff overtime expenses incurred by City in processing review, approval, inspection and completion of the Project provided that such overtime expenses are (a) reasonably necessary for the completion of the Project in accordance with Developer's schedule; and (b) applied to Developer in the same manner as similarly situated project applicants.

4.3 Reimbursement to City. Notwithstanding the foregoing limitations on Processing Fees, Developer agrees to reimburse City for expenses over and above Processing Fees paid by Developer as an applicant for reasonable third-party contractual costs incurred by City relating to any expedited processing of entitlements and environmental review related to this Agreement requested by the Developer. Such reimbursement shall be due within sixty (60) days of receipt of an invoice from the City.

4.4 Dedications. Developer shall offer to dedicate to City, upon request by City, all portions of the Property designated in the Project Approvals or Conditions of Approval for public easements, streets or public areas.

4.5 Mitigations. Developer agrees to contribute to the costs of public facilities and services in the amounts set forth in the Project Approvals, MMRP, and COAs as required to mitigate impacts of the development of the Property ("Mitigations"). City and Developer recognize and agree that but for Developer's contributions to mitigate the impacts arising as a result of the entitlements granted pursuant to this Agreement, City would not and could not approve the development of the Property as provided by this Agreement. City's approval of development of the Property is in reliance upon, and in consideration of, Developer's agreement to make contributions toward the cost of public improvements and public services as provided to mitigate the impacts of development of the Property.

4.6 Affordable Housing Provisions. Developer agrees to provide onsite residential units at affordable rents/costs, as set forth in the AHP (set forth in Section 2.11 of the Development Plan). The City's baseline Inclusionary Housing Policy requires developers of for sale and rental residential developments (including mixed use projects) of ten (10) or more units to provide at least fifteen (15%) percent of their units at rents or prices affordable to extremely low, very low, low and moderate income households, or some combination thereof, as long as the distribution of affordable units average for all rental units does not exceed a maximum of one hundred percent (100%) of area median income or the average for all affordable for-sale rental units does not exceed one hundred percent (100%) AMI, and for the affordable units to be dispersed with the market rate units. Inclusionary units are subject to reduced required fees, and any calculations that result in fractional units pay in-lieu fees. The Project must meet all requirements of the City's existing Affordable Housing Ordinance and all affordable housing units must be dispersed with the market rate units, unless, upon the request of Developer, an alternate plan is approved by the City Council pursuant to the AHP and existing Affordable Housing Ordinance. When and if the City Council approves an alternative plan pursuant to the AHP, such alternative plan shall be incorporated by reference in this Agreement so long as such alternate plan otherwise complies with this Agreement. In addition, the Developer has voluntarily agreed to meet and exceed this requirement as provided in the AHP by proposing to provide an average affordability of eighty (80%) AMI with no individual affordable rental unit exceeding a maximum of one hundred percent (100%) AMI and no individual affordable for-sale unit exceeding a maximum of one hundred and twenty percent (120%) AMI.

4.7 Open Space and Parks. Developer acknowledges its obligation to provide parkland, pay a fee in lieu thereof, or a combination of such dedication and fee pursuant to Chapter 17.35 of the City Code. Notwithstanding the preceding provisions of Section 4 or any other provisions in this Agreement to the contrary, the provisions of this Section 4.7 shall exclusively govern the dedication of parkland and payment of fees due in lieu of parkland dedication, and the credits against the amount of such parkland dedication and/or such in lieu fees, with respect to the Project. Said fees shall be assessed per development of the Project's residential units and shall be paid prior to the issuance of a building permits for vertical construction of residential buildings and the timing of dedication and delivery of parkland shall be as set forth in a park improvement agreement executed between the City and Developer. In addition, the Project will comply with the following with respect to open space and parks as the Project is implemented:

a. **Minimum Park and Open Space Improvements**. Subject to the City's formal public park review process, concurrent with issuance of Building Permits resulting in a cumulative of five hundred (500) or more residential units within Area D, the Developer will have completed or entered into a public improvement agreement with the City to complete a minimum of one and a half (1.5) acres or more of public park or private open space improvements with a public access easement that include play areas for children ages 2 to 5 and ages 5 to 12. If any residential is developed on Area C pursuant to the Office/R&D Residential Flex option in the Development Plan, the Developer will also offer to dedicate a minimum of one and a half (1.5) acres of public park land, or private open space area with a public access easement, to the City, with the terms for completion and delivery of improvements to be determined in good faith between the Developer and City through conditions of approval of the Architectural Review Permit and a Park Improvement Agreement to be executed between the City and Developer prior to the issuance of any building permit on Area C.

b. **Maintenance of Public Parks**. The Parties acknowledge that the size and design of the public park is conceptual and will be subject to the City's process under the Park Ordinance. When a public park is proposed by the Developer, in addition to the park improvement agreement and as a condition of approval, the Developer will enter into a maintenance agreement with the City to maintain the proposed public parks on the Property consistent with City's standard and typical maintenance standards for a minimum of forty years from dedication ("Public Park Maintenance Period"). The Parties agree that the target maximum annual maintenance cost for the public park, including an annualized reserve for anticipated capital replacement costs during the Public Park Maintenance Period, is one dollar and sixteen cents ($1.16) per square foot of public park, as adjusted by CPI from the Effective Date (the "Target Maximum Public Park Maintenance Cost"). The Target Maximum Public Park Maintenance Cost is intended to cover one hundred percent (100%) of reasonable annual park maintenance and capital replacement during the Public Park Maintenance Period based on current conceptual park designs and assumes private maintenance by Developer as an independent contractor. If at the time the public parks are designed, Developer proposes a design or programmatic elements that result in estimated annual

maintenance costs that exceed the Target Maximum Public Park Maintenance Cost, the Developer will nevertheless accept responsibility for maintenance of the parks and assume responsibility for one hundred percent (100%) of annual maintenance costs during the Public Park Maintenance Period. If, however, the City requests changes to the park design or programmatic elements proposed by Developer that increase estimated maintenance costs above the Target Maximum Public Park Maintenance Cost, the Parties will meet and confer in good faith on design changes to reduce maintenance costs to at or below the Target Maximum Public Park Maintenance Costs. If the City does not wish to accept design changes that would reduce maintenance costs, the City may instead elect to enter into an agreement with the Developer to reimburse maintenance costs in excess of the Target Maximum Public Park Maintenance Cost for the Public Park Maintenance Period. After the Public Park Maintenance Period, the City will be solely responsible for all public park maintenance and capital replacement costs for any dedicated public park.

c. **Maintenance of Public Trails**. When a public trail is proposed by the Developer on the Property, in addition to the trail improvement agreement and as a condition of approval, the Developer will enter into a maintenance agreement with the City to maintain the proposed public trail on the Property consistent with City's standard and typical maintenance standards for a minimum of forty years from dedication ("Public Trail Maintenance Period"). The Parties agree that the target maximum annual maintenance cost for the public trail, including an annualized reserve for anticipated capital replacement costs during the Public Trail Maintenance Period, is one dollar and sixteen cents ($1.16) per square foot of public trail, as adjusted by CPI from the Effective Date (the "Target Maximum Public Trail Maintenance Cost"). The Target Maximum Public Trail Maintenance Cost is intended to cover one hundred percent (100%) of reasonable annual public trail maintenance and capital replacement during the Public Trail Maintenance Period based on current conceptual public trail designs and assumes private maintenance by Developer as an independent contractor.

d. **Public Access to Private Open Space**. Public access easements will apply to ground level private open space of a public facing nature over which pedestrian, bicycle traffic, or other public use is reasonably anticipated or would provide a convenience, amenity value, and/or help create pedestrian or bicycle connectivity. Delineation of areas subject to such public access easements will be determined at the time of Architectural Design Review approval for each Project phase or subphase that includes ground level private open space improvements. Areas subject to access easements are anticipated to consist of privately-owned sidewalks, pedestrian plazas, parks, bike lanes, streets, and landscaped areas directly adjacent to public parks or rights of way. Upon completion of each phase of applicable private open space in the Project, Developer to provide a public access easement over the applicable areas with either 24/7 access, or other reasonable hours as appropriate depending on the location, to be recorded prior to the applicable certificate of occupancy. The City shall not be responsible for any maintenance costs for the public access easement areas.

4.8 Art in Public and Private Development Funding. Parties agree that art in public and private development has come to be an essential element in placemaking, social practice, and the creation of vibrant and economically successful communities. As such, the Developer agrees to invest an aggregate (reasonable hard and soft third party costs for processing, design, construction and installation) minimum amount of five million dollars ($5,000,000), as adjusted by CPI, in original art features within the Project ("Public Art Funding"). These features must be publicly visible and/or accessible and may include, but are not limited to: sculptures, murals, exhibition or performance spaces and functional art such as decorative benches, bike racks or other architectural design features that are commissioned original pieces of art approved by the City. Placemaking activities such as temporary art installations or cultural arts programming that the general public can participate in are also considered acceptable uses of the Public Art Funding. All projects to be supported by the Public Art Funding shall be submitted to the City with a maintenance plan for approval. The Developer shall spend , or place in an escrow held by the City, at least Three Million Dollars ($3,000,000), adjusted by CPI, of the Public Art Funding prior to the exercise of First Extension of the Term of this Agreement, and at least the full amount of the Public Art Funding prior to the exercise of the Second Extension of the Term. If the requirement in the preceding sentence is satisfied, the Project shall not be subject to any new public art fee or similar public arts requirements adopted by the City for the longer of the full Term of this Agreement or through completion of the Project. Any escrowed funds shall remain in an earmarked account for use on the Project until five (5) years after termination of this Agreement. After that time, any unspent funds remaining in escrow will be available to the City for any public art purpose within the City in the City's sole discretion. The obligations of this Section 4.8 shall survive termination of this Agreement.

4.9 Local Transportation Improvements; Fair Share Traffic Fees. In addition to all applicable traffic impact fees pursuant to Santa Clara Code Section 17.15.330, Developer agrees to the total sum of up to Six Million One Hundred Thousand Sixty Two Thousand Three Hundred and Ninety Six Dollars ($6,162,396) ("Fair Share Traffic Fees") payable to the City to mitigate the Project's contributions to certain local and regional intersection improvements identified in the EIR and further specified and allocated in Exhibit B ("Allocation of Fair Share Traffic Fees"). The Fair Share Traffic Fees shall be payable at the times and in the amounts shown on Allocation of Fair Share Traffic Fees. At the Developer's option, Developer may pay Fair Share Traffic Fees in cash when due, or by use of a bond or letter of credit, to be credited proportionately to such intersection improvement or otherwise subject to the provisions of this Section 4.9. In the event the City permits the Developer to build any local transportation improvements over and above the Project's fair share, Developer shall be entitled to reimbursement from traffic fees paid to City by properties not associated with the Project and which benefit from the improvements over and above the Project's fair share when those properties develop.

4.10 Sewer Connection Fee. If the City should adopt an ordinance subsequent to the Effective Date of this Agreement that permits reduced Sewer Connection Fees as a result of onsite conservation measures, the Developer may apply for consideration of such reductions toward the Sewer Connection Fees paid on behalf of the Project. Applications may be filed for any portion of the Project, if that portion of the Project has a minimum

of one year of ninety percent (90%) occupancy prior to receipt of the application by the City.

4.11 Vacation of Democracy Way. The City agrees to approve the vacation of Democracy Way as shown in the VTM and may utilize any applicable procedure permissible under the City Charter and/or the SCCC to effectuate the vacation of the street right of way easement, including all required relocation of public utilities (the "Street Easement Vacation"). The Street Easement Vacation is subject to the reservation of a public utility easement therein until the relocation of all required public utilities existing within Democracy Way as of the Effective Date ("Existing Public Utilities"). Developer shall, at its cost, relocate or cause to be relocated all Existing Public Utilities ("Relocation Work"). Promptly following the completion of such Relocation Work, the City shall vacate the reserved public utility easement within the Vacated Street Area pursuant to the summary vacation procedures set forth in Streets and Highways Code Section 8300 *et seq*. When the Developer commences the Relocation Work, the City will, promptly upon receipt of a written request to do so from Developer and at the Developer's cost, prepare an appraisal of the fair market value of the street right of way easement by a qualified appraiser ("ROW Appraisal"). The Developer will have the right to review the qualifications and scope of work for the Appraisal prior to its preparation, and the City shall consider and address any reasonable objections of the Developer in good faith. The Developer shall pay to the City the fair market value established by the ROW Appraisal ("FMV"), minus the actual and reasonable soft and hard costs of the Relocation Work ("Relocation Costs"). Developer will pay to the City the amount (if any) that the FMV exceeds the Relocation Costs. If, however, the Relocation Costs exceed the FMV, no amount will be due to either Party. The Street Easement Vacation and any payment due to the City under this Section 4.11 shall be completed prior to the recordation of a Final Map for either Area A or Area B (whichever is earlier), as depicted on the VTM. The Parties acknowledge that this process may take several years to complete, and that the City will commence this process only upon the written request of the Developer and execution of a reimbursement agreement for the City's actual, reasonable costs related to implementation of this Section 4.11.

4.12 Utility Improvements. Developer shall, at its cost, upgrade existing public utilities per the infrastructure delivery plan set forth in the Project Approvals. Developer shall be entitled to reimbursement for any upsizing of public utilities to serve connections from properties not associated with the Project.

4.13 SVP Facilities. Special facilities may be required for the provision of electric service to the Project. Developer agrees to fulfill its commitments to SVP pursuant to the COAs and, if required, a separate agreement to be entered with SVP.

4.14 Transportation Services. Developer agrees to implement the Transportation Demand Management Plan, as set forth in Section 2.10 of the Development Plan, in order to facilitate the usage of multi-modal transit in cooperation with the City, other public agencies, and other local business interests.

4.15 Point of Sale for Project Construction. The Developer agrees to, prior to issuance of Building Permits, to the extent allowed by law, to require all persons and entities providing materials to be used in connection with the construction and development of, or incorporated into, the Project, including by way of illustration but not limitation bulk lumber, concrete, structural steel, roof trusses and other pre- fabricated building components, to (a) obtain a use tax direct payment permit; (b) elect to obtain a subcontractor permit for the job site of a contract valued at Five Million Dollars ($5,000,000) or more; or (c) otherwise designate the Property as the place of use of material used in the construction of the Project and the place of sale of all fixtures installed in and/or furnished in order to have the local portion of the sales and use tax distributed directly to City instead of through the county-wide pool. Developer shall instruct its general contractor(s) to, and shall cause such general contractor(s) to instruct its/their subcontractors to, cooperate with City or City's consultant to ensure the local sales/use tax derived from construction of the Project is allocated to City to the fullest extent possible and to the extent allowed by law. This Section 4.15 shall not apply to tenants who perform their own tenant improvement work. To assist City or City's consultant in its efforts to ensure that such local sales/use tax is so allocated to City, Developer shall on an annual basis, or as frequently as quarterly upon City's or City's consultant request, provide City or City's consultant with such information as shall be reasonably requested by City or City's consultant regarding subcontractors working on the Project with contracts in excess of the amount set forth above, including a description of all applicable work and materials and the dollar value of such subcontracts, and, if applicable, evidence of their designation, such as approvals or applications for the direct payment permit, of City as the place of use of such work and materials. City or City's consultant may use such information to contact each subcontractor who may qualify for local allocation of use taxes to City. The City's sole and exclusive remedy for any failure of any general contractor(s) or subcontractor(s) to allocate sales and use tax revenues as provided herein or to comply with this Section 4.15 will be specific performance.

4.16 Grocery Store. If and when the northeastern portion of Area B, fronting Tasman Drive and Old Ironsides, is developed by the Developer during the Term (as the Term may be extended), such development must be designed, as part of the Architectural Design Review application and related Building Permit plans, to include a grocery store that meets the following minimum criteria: (a) a minimum of fifteen thousand (15,000) square feet of leasable area and (b) capable of providing traditional grocery store products including fresh produce, dairy, meat and fish, and dry goods ("Grocery Store"). As part of such development, Developer shall construct or pay all costs associated with completion of the Grocery Store to an initial core and shell condition (meaning all basic structural and life safety improvements are completed not including any tenant improvements) prior to the issuance of a final certificate of occupancy for the building that includes the Grocery Store. If the Developer proposes development on Area B that does not include the area proposed for the Grocery Store, the Developer shall submit information with the Architectural Review Permit to the City to confirm that such development will not limit, conflict with or otherwise adversely impact the future feasibility of the Grocery Store. If the Developer wishes to move the Grocery Store, the Director may, in their reasonable discretion, approve an alternative location as part of an Architectural Design Review application without amendment to this Agreement (in

which case requirements of this Section 4.16 would apply to such alternative location). Such alternative location shall be documented by the Parties by Operating Memorandum pursuant to Section 22.1. The Parties acknowledge the grocery store market is subject to fluctuation and there is no guarantee that a third party tenant will be available to lease the space on commercially reasonable terms. For a period of three (3) years from completion of initial core and shell improvements such that the Grocery Store is available and ready to execute a binding lease with a grocery tenant and commence tenant improvements, the Developer will make good faith efforts to market and lease the Grocery Store to a grocery store tenant providing traditional grocery store products including fresh produce, dairy, meat and fish, and dry goods, and will provide the Director regular updates (not less than quarterly) on these marketing and leasing efforts until a binding lease is entered into with a tenant ("Grocery Store Marketing Period"). The commencement and conclusion of the Grocery Store Marketing Period shall be documented by the Parties by Operating Memorandum pursuant to Section 22.1. During the Grocery Store Marketing Period, the Developer shall offer the Grocery Store at commercially reasonable terms, as supported by qualified broker information, including a commercially reasonable tenant improvement allowance and a triple net rental rate that does not exceed a fair market rent for a grocery store, considering the condition of the space and the tenant improvement allowance. Developer will promptly notify City when a tenant providing a Grocery Store has executed a lease of the Grocery Store. If a lease is not entered into despite good faith marketing and leasing efforts within the Grocery Store Marketing Period, the Developer will have no further obligations related to the Grocery Store and can use the Grocery Store area for any permitted purpose. This Section 4.16 shall survive termination of this Agreement through the Grocery Store Marketing Period.

If, at the time the Developer submits for Architectural Review for building(s) within the applicable portion of Area B, the grocery market is either saturated or Developer demonstrates that a grocery tenant is otherwise unlikely, the Developer may submit a market study to the City, request the Director to engage a qualified consultant (retained by the City with expense reimbursed by Developer) to evaluate the market study. If the Director, in their reasonable discretion based on the information in the market study and findings of the City's qualified consultant, confirms a grocery tenant is unlikely, then Developer and City will meet and confer in good faith to identify one or more alternative community benefits to replace the Grocery Store. Such alternative community benefit(s) are subject to mutual approval of Developer and City (by the Director and City Manager), each in their reasonable discretion. City approval is subject to a finding that the proposed alternative community benefit(s) would have a dollar value (net cost or financial impact to the Project) at least equal to the Grocery Store and acceptance is in the best interests of the City ("Approved Grocery Store Alternative). Such Approved Grocery Store Alternative will not require an amendment to this Agreement, but will be documented in writing by Operating Memoranda pursuant to Section 22.1. Until an Approved Grocery Store Alternative is formally approved by Operating Memoranda, the Developer must continue to comply with the requirements of this Section 4.16.

4.17 Childcare Facility. If and when the portion of Area D fronting the SFPUC right of way is developed by the Developer during the Term, as the Term may be extended, such development must be designed, as part of the Architectural Design Review application

and related Building Permit plans, to include a childcare facility that meets the following minimum criteria: (a) suitable to be open to the public, (b) a minimum of eight thousand (8,000) square feet of interior leasable area and an outdoor play area, and (c) capable of compliance with applicable state regulations on childcare facilities ("Childcare Facility"). As part of such development, Developer shall construct or pay all costs associated with completion of the Childcare Facility to an initial core and shell condition (meaning all basic structural and life safety improvements are completed not including any tenant improvements) prior to the issuance of a final certificate of occupancy for the building that includes the Childcare Facility. If the Developer wishes to move the Childcare Facility, the Director may, in their reasonable discretion, approve an alternative location as part of an Architectural Design Review application without amendment to this Agreement (in which case requirements of this Section 4.17 would apply to such alternative location). If requested and approved, such alternative location shall be documented by the Parties by Operating Memorandum pursuant to Section 22.1. The Parties acknowledge the childcare market is subject to fluctuation and there is no guarantee that a third party tenant will be available to lease the space on commercially reasonable terms. For a period of three (3) years from completion of initial core and shell improvements, such that the Childcare Facility is available and ready to execute a binding lease with a childcare tenant and commence tenant improvements, the Developer will make good faith efforts to market and lease the Childcare Facility to a tenant providing a daycare use, and will provide the Director regular updates (not less than quarterly) on these marketing and leasing Efforts until a binding lease is entered into with a tenant ("Childcare Facility Marketing Period"). The commencement and conclusion of the Childcare Facility Marketing Period shall be documented by the Parties by Operating Memorandum pursuant to Section 22.1. During the Childcare Facility Marketing Period, the Developer shall offer the Childcare Facility at commercially reasonable terms, as supported by qualified broker information, including a commercially reasonable tenant improvement allowance and a triple net rental rate that does not exceed a fair market rent for a childcare facility considering the condition of the space and the tenant improvement allowance. Developer will promptly notify City when a tenant providing a Childcare Facility has executed a lease of the Childcare Facility. If a lease is not entered into despite good faith marketing and leasing efforts within the Childcare Facility Marketing Period, the Developer will have no further obligations related to the Childcare Facility and can use the Childcare Facility area for any permitted purpose. This Section 4.17 shall survive termination of this Agreement through the Childcare Marketing Period.

If, at the time the Developer submits for Architectural Review for building(s) within the applicable portion of Area D, the childcare market is either saturated or Developer otherwise demonstrates that a childcare tenant is unlikely, the Developer may submit such market study to the City and request to the Director to confirm (by a qualified consultant retained by the City with expense reimbursed by Developer). If the Director, in their reasonable discretion based on the information in the market study and findings of the City's qualified consultant, confirms Developer's study demonstrating a childcare tenant is unlikely, then Developer and City will meet and confer in good faith to identify one or more alternative community benefits to replace the Childcare Facility. Such alternative community benefit(s) are subject to approval of Developer and the Director and City Manager in their reasonable discretion. City approval is subject to a finding that

the proposed alternative community benefit(s) would have a dollar value (net cost or financial impact to the Project) at least equal to the Childcare Facility and acceptance is in the best interests of the City ("Approved Childcare Alternative). Such Approved Childcare Alternative will not require an amendment to this Agreement, but will be documented in writing by Operating Memoranda pursuant to Section 22.1. Until an Approved Childcare Alternative is formally approved by Operating Memoranda, the Developer must continue to comply with the requirements of this Section 4.17.

4.18 Regional Traffic Fee. As a voluntary contribution, Developer will pay One Dollar ($1.00) per square foot, adjusted by CPI, at the issuance of each Building Permit for office/R&D within the Project ("Regional Traffic Fee"), up to a maximum of Three Million Dollars ($3,000,000), as adjusted by CPI from the Effective Date ("Regional Traffic Fee Cap"), to the City for traffic intersection improvements. In the event that residential is developed on Area C pursuant to the Office/R&D-Residential Flex described and defined in the Development Plan, then the amount of the Regional Traffic Fee will increase to One Dollar and Thirty Seven Cents ($1.37) per square foot, adjusted by CPI, at the issuance of each Building Permit for office/R&D within the Project subject to Regional Traffic Fee Cap. Once paid, Regional Traffic Fees are non-refundable

4.19 Fire Equipment Contribution. As a voluntary contribution, Developer will pay up to a maximum of Three Million Five Hundred and One Thousand and Fifty Dollars ($3,501,050), as adjusted by CPI, to the City for purchase of a fire engine and a tractor drawn areal apparatus. One Million Two Hundred Thousand Dollars ($1,200,000)), as adjusted by CPI, for the purchase of the fire engine is due prior to/at the issuance of certificate(s) of occupancy that totals, in the aggregate, one million five hundred thousand (1,500,000) gross square feet of building. area in the Project. The remaining Two Million Three Hundred and One Thousand and Fifty Dollars ($2,301,050)), adjusted by CPI, for the purchase of the tractor drawn aerial apparatus is due prior to/at issuance of certificate(s) of occupancy that totals, in the aggregate, three million square gross feet of building area in the Project.

4.20 Minimum Residential Parking. Developer shall provide a minimum of one (1) parking space per residential unit in the Project, and may provide up to twenty-five percent (25%) of these minimum parking spaces through shared parking pursuant to SCCC Section 18.38.040 (A) [Exceptions and Reductions to Parking Requirements].

5. STANDARD OF REVIEW OF PERMITS

5.1 Standard of Review of Permits. All Subsequent Approvals required by Developer to develop the Property, but including (i) road construction permits, (ii) grading permits, (iii) Building Permits, (iv) fire permits, and (v) Certificates of Occupancy, shall be issued by City after City's review and approval of Developer's applications, provided that City's

review of the applications is limited to determining whether the following conditions are met:

a. The application is complete; and,

b. The application demonstrates that Developer has complied with the Vested Elements, the MMRP and the applicable Local Rules.

6. PRIORITY

6.1 Priority. In the event of conflict between the General Plan, this Agreement, SCCC, Other Regulations and Local Rules, all as they exist on the Effective Date, the Parties agree that the following sequence establishes the relative priority of each item: (1) the General Plan, as existing on the Effective Date; (2) this Agreement; (3) the Development Plan as modified by the COAs, (4) VTM as modified by the COAs, (4) Mitigation Monitoring and Reporting Program, (5) the other Project Approvals, (6) SCCC, and (7) Other Regulations and Local Rules.

7. COOPERATION IN IMPLEMENTATION

7.1 Cooperation in Implementation. Upon Developer's satisfactory completion of all required preliminary actions provided in the Project Approvals, and payment of required fees, if any, City shall proceed in a reasonable and expeditious manner, in compliance with the deadlines mandated by applicable agreements, statutes or ordinances, to complete all steps necessary for implementation of this Agreement and development of the Property in accordance with the Project Approvals, including the following actions:

a. Scheduling all required public hearings by the Zoning Administrator, Planning Commission and City Council; and,

b. Processing and checking all maps, plans, land use and architectural review permits, permits, building plans and specifications and other plans relating to development of the Property filed by Developer as necessary for complete development of the Property. Developer, in a timely manner, shall provide City with all documents, applications, plans and other information necessary for the City to carry out its obligations hereunder and to cause City's planners, engineers and all other consultants to submit in a timely manner all necessary materials and documents. It is the Parties' express intent to cooperate with one another and to diligently work to implement all land use and building approvals for development of the Property in accordance with the Development Plan and the terms hereof. At Developer's request and sole expense, City shall retain outside building consultants to review plans or otherwise assist City's efforts in order to expedite City processing and approval work. City shall cooperate with Developer, and assist Developer in obtaining any third-party governmental or private party permits, approvals, consents, rights of entry, or encroachment permits, needed for development of the Project or any other on or offsite improvements.

8. PERIODIC REVIEW

8.1 Annual Review; Special Review. City and Developer shall review all actions taken pursuant to the terms of this Agreement annually during each year of the Term, within thirty (30) days prior to each anniversary of the Effective Date unless the City and Developer agree in writing to conduct the review at another time pursuant to SCCC Section 17.10.220(a). Special Reviews may be conducted pursuant to the provisions of SCCC Section 17.10.220(b).

8.2 Developer's Submittal. Within ninety (90) days before each anniversary of the Effective Date, Developer shall submit a letter ("Compliance Letter") to the Community Development Director ("Director"), along with a copy directed to the City Attorney's Office, describing Developer's compliance with the terms of the Conditions of Approval and this Agreement during the preceding year. The Compliance Letter shall include a statement that the Compliance Letter is submitted to the City pursuant to the requirements of Government Code Section 65865.1, this Agreement, and SCCC. The reasonable cost of each annual review or special review conducted during the term of this Agreement shall be reimbursed to the City by Developer. Such reimbursement shall include all direct and indirect expenses reasonably incurred in such annual reviews.

8.3 City's Findings. Within sixty (60) days after receipt of the Compliance Letter, the Director shall determine whether, for the year under review, Developer has demonstrated good faith substantial compliance with the terms of this Agreement. If the Director finds and determines that Developer has complied substantially with the terms of this Agreement, or does not determine otherwise within sixty (60) days after delivery of the Compliance Letter, the annual review shall be deemed concluded, Developer shall be deemed to have complied in good faith with the terms and conditions of this Agreement during the year under review, and this Agreement shall remain in full force and effect. Upon a determination of compliance, the Director shall, if requested by Developer, issue a recordable certificate confirming Developer's compliance through the year under review. Developer may record the certificate with the Santa Clara County Recorder's Office. If the Director initially determines the Compliance Letter to be inadequate in any respect, he/she shall provide notice to that effect to Developer as provided in SCCC Section 17.10.220. If, after a duly noticed public hearing thereon, the City Council finds and determines based on substantial evidence that Developer has not complied substantially in good faith with the terms of this Agreement for the year under review, the City Council shall give written notice thereof to Developer specifying the noncompliance and such notice shall serve as a notice of default under Section 10.1. If Developer fails to cure the noncompliance within a reasonable period of time as established by the City Council, the City Council, in its discretion, may (i) grant additional time for compliance by Developer, or (ii) following the hearing described in SCCC Section 17.10.250, modify this Agreement to the extent necessary to remedy or mitigate the non-compliance, or (iii) terminate this Agreement. Except as affected by the terms hereof, the terms of SCCC Section 17.10.240(b)(2), and following, shall govern the City's compliance review process. During any review, Developer shall bear the burden of proof to demonstrate good faith compliance with the terms of this Agreement. If the City Council does not hold a hearing and make its determination within one hundred and twenty (120) days after delivery of the Compliance Letter for a given year, then it shall be deemed

conclusive that Developer has complied in good faith with the terms and conditions of this Agreement during the period under review.

9. REIMBURSEMENTS

9.1 Reimbursements. The Parties agree that Developer shall not be entitled to reimbursement for the construction of any private or public improvement explicitly provided by the Project Approvals, except as expressly provided in this Agreement or the COAs.

10. DEFAULT AND REMEDIES

10.1 Default. Failure by either Party to perform any material term or provision of this Agreement shall constitute a default, provided that the Party alleging the default gave the other Party advance written notice of the default and thirty (30) days to cure the condition, or, if the nature of the default is such that it cannot be cured within thirty (30) days, the Party receiving notice shall not be in default if the Party commences performance of its obligations within the thirty (30) day period and diligently completes that performance. Written notice shall specify in detail the nature of the obligation to be performed by the Party receiving notice.

10.2 Remedies. It is acknowledged by the Parties that City and Developer would not have entered into this Agreement if City or Developer were to be liable in damages under, or with respect to, this Agreement or the application thereof. City and Developer shall not be liable in damages to each other, or to any assignee, transferee or any other person, and Developer and City covenant not to sue for or claim damages from the other. Upon Developer's or City's material default, and failure to cure within a reasonable time depending on the nature of the default after demand by the non-defaulting Party, the non-defaulting Party shall institute mediation under Section 26 of this Agreement. If mediation fails to resolve the dispute, each Party shall have the right, in addition to all other rights and remedies available under this Agreement, to (i) bring any proceeding in the nature of specific performance, injunctive relief or mandamus, and/or (ii) bring any action at law or in equity as may be permitted by law or this Agreement. The Parties acknowledge that monetary damages and remedies at law generally are inadequate upon the occurrence of a default. Therefore, specific performance or other extraordinary equitable relief (such as injunction) is an appropriate remedy for the enforcement of this Agreement, other remedies at law being inadequate under all the circumstances pertaining as of the Effective Date of this Agreement and any such equitable remedy shall be available to the Parties.

10.3 Default by Developer/Withholding of Building Permit. City may, at its discretion, without submitting to mediation, refuse to issue a Building Permit for any structure within the Property, if Developer has materially failed and refused to complete any requirement that is a Condition of Approval, or that is applicable to the Building Permit requested. In addition, where City has determined that Developer is in default as described above, City may also refuse to issue the Developer any permit or entitlement

for any structure or property located within the Project. This remedy shall be in addition to any other remedies provided for by this Agreement.

11. AMENDMENT OR TERMINATION

11.1 Agreement to Amend or Terminate. Subject to Section 22 regarding Operating Memoranda and Section 11.2 regarding future actions and minor changes, City and Developer, by mutual agreement, may terminate or amend the terms of this Agreement, pursuant to Section 24.

11.2 Modification to Approvals. City and Developer anticipate that the Project will be implemented in accordance with the Vested Elements and the MMRP. The foregoing actions and other necessary or convenient implementation actions shall not require an amendment to this Agreement.

a. City and Developer understand and acknowledge that changes to the Project which would not, in the discretion of the City, substantially comply with the Vested Elements or MMRP would necessitate subsequent review and approval, which will not be unreasonably withheld or delayed. Upon the written request of Developer, City may agree to make a substantive amendment or modification to the Project Approvals, including the Development Plan in compliance with procedural provisions set forth in the Development Plan or other land use ordinances and regulations in effect on the date of application for amendment or modification. The amendment or modification of the Development Plan shall be done pursuant to Section 24, unless treated as a minor change as described in Section 11.2(b) below.

b. If Developer seeks a modification to the Approval(s), the Director or his/her designee shall determine: (i) whether the requested modification is minor when considered in light of the Project as a whole; and (ii) whether the requested modification is consistent with this Agreement and applicable law. If the Director or his/her designee finds, in his or her sole discretion, that the proposed modification is minor, consistent with this Agreement and applicable law, and will result in no new significant impacts not addressed and mitigated in the EIR, the modification shall be determined to be a "Minor Change" and shall not be considered an amendment to the applicable Approval(s) and shall not require a formal amendment to this Agreement. Upon the Director's approval, any Minor Change shall become part of the applicable Approvals and this Agreement, and shall be deemed a Vested Element. Without limiting the generality of the foregoing, lot line adjustments, minor alterations to vehicle circulation patterns or vehicle access points, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the location of utilities and other infrastructure connections that do not substantially alter the design concepts of the Project, and minor adjustments to the Project Site diagram constitute Minor Changes. Notwithstanding the foregoing, Minor Changes shall not exceed five percent (5%) of the number proposed for modification.

11.3 Enforceability of Agreement. The City and Developer agree that unless this Agreement is amended or terminated pursuant to its terms, this Agreement shall be enforceable by either Party notwithstanding any subsequent change to or adoption of any applicable General Plan, Specific Plan, SCCC, Other Regulation or Local Rule adopted by City, with the exceptions listed in this Agreement.

12. MORTGAGEE PROTECTION: CERTAIN RIGHTS OF CURE

12.1 Mortgagee Protection. This Agreement shall be superior and senior to all liens placed upon the Property or any portion thereof after the date on which this Agreement or a memorandum thereof is recorded, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against all persons and entities, including all deed of trust beneficiaries or mortgagees ("Mortgagees") who acquire title to the Property or any portion thereof by foreclosure, trustee's sale, deed in-lieu-of foreclosure, voluntary transfer or otherwise.

12.2 Mortgagee Obligations. City, upon receipt of a written request from a foreclosing Mortgagee, shall permit the Mortgagee to succeed to the rights and obligations of Developer under this Agreement, provided that all defaults by Developer hereunder that are reasonably susceptible of being cured are cured by the Mortgagee as soon as reasonably possible, provided, however, that in no event shall such Mortgagee personally be liable for any defaults or monetary obligations of Developer arising prior to acquisition of possession of such property by such Mortgagee. The foreclosing Mortgagee shall have the right to find a substitute developer to assume the obligations of Developer, which substitute shall be considered for approval by the City pursuant to Section 13 of this Agreement, but shall not, itself, be required to comply with all of the provisions of this Agreement.

12.3 Notice of Default to Mortgagee. If City receives notice from a Mortgagee requesting a copy of any notice of default given to Developer and specifying the address for service thereof, City shall endeavor to deliver to the Mortgagee, concurrently with service thereof to Developer, all notices given to Developer describing all claims by the City that Developer has defaulted hereunder. If City determines that Developer is not in compliance with this Agreement, City also shall endeavor to serve notice of noncompliance on the Mortgagee concurrently with service on Developer. Each Mortgagee shall have the right, but not the obligation, during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the condition of default claimed or the areas of noncompliance set forth in City's notice.

13. ASSIGNABILITY

13.1 Assignment. Neither Party shall convey, assign or transfer ("Transfer") any of its interests, rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. In no event shall the obligations conferred upon Developer under this Agreement be transferred

except through a Transfer of all or a portion of the Property. Should Developer Transfer any of its interests, rights or obligations under this Agreement, it shall nonetheless remain liable for performance of the obligations for installation of public improvements and payment of fees, unless the transferee executes an Assumption Agreement in a form reasonably acceptable to the City whereby the transferee agrees to be bound by the relevant terms of the Agreement, including the obligations for installation of public improvements and payment of fees. During the Term, Developer shall provide City with written notice of a request to Transfer any interest in this Agreement forty-five (45) days prior to any such contemplated Transfer. Any such request for a Transfer shall be accompanied by quantitative and qualitative information that substantiates, to the City's reasonable satisfaction, that the proposed transferee has the capability to fulfill the rights and obligations of this Agreement. Within thirty (30) days of such a request and delivery of information, the City Manager shall make a determination, in his or her sole discretion, as to whether the Transfer shall be permitted or whether such Transfer necessitates an Amendment to this Agreement, subject to approval by the City Council. Each successor in interest to Developer shall be bound by all of the terms and provisions applicable to the portion of the Property acquired. This Agreement shall be binding upon and inure to the benefit of the Parties' successors, assigns and legal representatives. This Agreement shall be recorded by the City in the Santa Clara County Recorder's Office promptly upon execution by each of the Parties.

13.2 Covenants Run With The Land. This Agreement, the PD Zoning, and the General Plan Amendment are legislative in nature, and apply to the Property as regulatory ordinances. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall run with the land and shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring the Property, any lot, parcel or any portion thereof and any interest therein, whether by sale, operation of law or other manner, and shall inure to the benefit of the Parties and their respective successors.

13.3 Pre-Approved Transfers. The following Transfers shall not require approval by the City, and shall automatically, upon the satisfaction of the conditions in Section 13.1 above, result in the release of Developer of its obligations hereunder as they may relate specifically to the specific property or asset sold or transferred: (a) sale or lease of the property in its entirety to any other Party to this Agreement or to any affiliate of Developer; (b) sale or lease of one or more buildings to any other Party to this Agreement or to any affiliate of Developer; and (c) a loan or mortgage pertaining to the Property. As used herein, an "affiliate of Developer" means any entity that directly controls or is controlled by or under common control with Developer, whether through the ownership or control of voting interest, by contract, or otherwise.

13.4 Release Upon Transfer. Upon the Transfer of Developer's rights and interests hereunder pursuant to the preceding subparagraph of this Agreement, Developer shall be released from the obligations under this Agreement with respect to the Property transferred, sold or assigned, arising subsequent to the date of City approval of such Transfer; provided, however, that any transferee, purchaser or assignee approved by the

City expressly assumes the obligations of Developer under this Agreement. In any event, the transferee, purchaser or assignee shall be subject to all the provisions hereof and shall provide all necessary documents, certifications and other necessary information prior to City approval.

13.5 Non-Assuming Transferees. Except as otherwise required by a transferor, the burdens, obligations and duties of such transferor under this Agreement shall not apply to any purchaser of any individual commercial or residential condominium offered for sale. The transferee in a transaction described above and the successors and assigns of such a transferee shall be deemed to have no obligations under this Agreement, but shall continue to benefit from the vested rights provided by this Agreement for the duration of the Term hereof. Nothing in this Section 13 shall exempt any property transferred to a non-assuming transferee from payment of applicable fees, taxes and assessments or compliance with applicable COAs.

13.6 Foreclosure. Nothing contained in this Section 13 shall prevent a Transfer of the Property, or any portion thereof, to a lender as a result of a foreclosure or deed in lieu of foreclosure, and any lender acquiring the Property, or any portion thereof, as a result of foreclosure or a deed in lieu of foreclosure shall take such Property subject to the rights and obligations of Developer under this Agreement; provided, however, in no event shall such lender be liable for any defaults or monetary obligations of Developer arising prior to acquisition of title to the Property by such lender, and provided further, in no event shall any such lender or its successors or assigns be entitled to a building permit or occupancy certificate until all fees due under this Agreement (relating to the portion of the Property acquired by such lender) have been paid to City.

14. CONTROLLING LAW

14.1 Controlling Law. This Agreement shall be governed by the laws of the State of California, and the exclusive venue for any disputes or legal actions shall be the County of Santa Clara. Developer shall comply with all requirements of State and federal law, in addition to the requirements of this Agreement, including, without limitation, the payment of prevailing wages, if required by applicable law. In any event, Developer shall pay prevailing wages for all work on off-site public improvements related to the Project.

15. GENERAL

15.1 Construction of Agreement. The language in this Agreement in all cases shall be construed as a whole and in accordance with its fair meaning.

15.2 No Waiver. No delay or omission by either Party in exercising any right or power accruing upon the other Party's noncompliance or failure to perform under the provisions of this Agreement shall impair or be construed to waive any right or power. A waiver by either Party of any of the covenants or conditions to be performed by Developer or City shall not be construed as a waiver of any succeeding breach of the same or other covenants and conditions.

15.3 Agreement is Entire Agreement. This Agreement and all exhibits attached hereto or incorporated herein, together with the Vested Elements and the MMRP, are the sole and entire Agreement between the Parties concerning the Property. The Parties acknowledge and agree that they have not made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery, except representations set forth herein, and each Party acknowledges that it has relied on its own judgment in entering this Agreement. The Parties further acknowledge that all statements or representations that heretofore may have been made by either of them to the other are void and of no effect, and that neither of them has relied thereon in its dealings with the other.

15.4 Estoppel Certificate. Either Party from time to time may deliver written notice to the other Party requesting written certification that, to the knowledge of the certifying Party, (i) this Agreement is in full force and effect and constitutes a binding obligation of the Parties, (ii) this Agreement has not been amended or modified either orally or in writing, or, if it has been amended or modified, specifying the nature of the amendments or modifications, and, (iii) the requesting Party does not have knowledge of default in the performance of its obligations under this Agreement, or if in known default, describing therein the nature and monetary amount, if any, of the default. A Party receiving a request shall execute and return the certificate within thirty (30) days after receipt thereof. The City Manager shall have the right to execute the certificates requested by Developer. At the request of Developer, the certificates provided by City establishing the status of this Agreement with respect to any lot or parcel shall be in recordable form, and Developer shall have the right to record the certificate for the affected portion of the Property at its cost.

15.5 Severability. Each provision of this Agreement which is adjudged by a court of competent jurisdiction to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof, and the other provisions shall remain in full force and effect.

15.6 Further Documents. Each Party shall execute and deliver to the other all other instruments and documents as may be reasonably necessary to carry out this Agreement.

15.7 Time of Essence. Time is of the essence in the performance of each and every covenant and obligation to be performed by the Parties hereunder.

15.8 Defense and Indemnification Provisions. Developer, and with respect to the portion of the Property transferred to them, each Developer transferee, hereby releases and agrees to protect, defend, hold harmless and indemnify City, its City Council, its officers, employees, agents and assigns (the "Indemnified Parties") from and against all claims, injury, liability, loss, cost and expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing the defense to any claim arising from the performance or non-performance of this Agreement by Developer. This provision is intended to be broadly construed and extends to, among other things, any challenge to the validity of this Agreement, environmental review for the Project, entitlements, or anything related to the passage of the Agreement by the City.

15.9 Construction. This Agreement has been reviewed and revised by legal counsel for both the City and Developer and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

16. TERMINATION

16.1 Termination. This Agreement shall terminate upon the earlier of (i) expiration of the Term, or (ii) when the Property has been fully developed and all of Developer's obligations have been fully satisfied as reasonably determined by City, or (iii) after all appeals have been exhausted before a final court of judgment, or issuance of a final court order directed to the City to set aside, withdraw, or abrogate the City's approval of this Agreement or any material part thereof. Upon termination of this Agreement as to all of the Property, at the request of Developer the City shall record a Notice of Termination for each affected parcel in a form satisfactory to the City Attorney in the Office of the Santa Clara County Recorder.

16.2 Effect Upon Termination on Developer Obligations. Termination of this Agreement as to the Developer shall not affect any of the Developer's obligations to comply with the City's General Plan, SCCC, MMRP, COAs, Project Approvals, or any terms and conditions of any applicable zoning, or subdivision map or other land use entitlement approved with respect to the Project, nor shall it affect any other covenants or development requirements in this Agreement specified to continue after the termination of this Agreement, or obligations to pay assessments, liens, fees or taxes.

16.3 Effect Upon Termination on City. Upon any termination of this Agreement as to all or a portion of the Property, the Approvals, Development Plan, Conditions of Approval, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested with respect to the Property, or portion thereof, and the City shall no longer be limited by this Agreement, to make any changes or modifications to the Approvals, conditions or fees applicable to the Property or portion thereof.

17. NOTICES

17.1 Notices. Except as otherwise expressly provided herein, all notices and demands pursuant to this Agreement shall be in writing and delivered in person, by commercial courier or by first-class certified mail, postage prepaid. Except as otherwise expressly provided herein, notices shall be considered delivered when personally served, upon delivery if delivered by commercial courier, or two (2) days after mailing if sent by mail. Notices shall be sent to the addresses below for the respective parties; provided, however, that either Party may change its address for purposes of this Section by giving written notice to the other Party. These addresses may be used for service of process:

To City:

City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

With copy to:
City Attorney
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

To Developer:

Innovation Commons Owner, LLC
c/o Kylli Inc.
4995 Patrick Henry Drive
Santa Clara, CA 95054
Attention: Ou Sun

With copy to:
Holland & Knight LLP
560 Mission Street Suite 1900
San Francisco, CA 94105
Attention: Tamsen Plume

The provisions of this Section shall be deemed directive only and shall not detract from the validity of any notice given in a manner that would be legally effective in the absence of this Section.

18. DEVELOPER INDEPENDENT CONTRACTOR

18.1 Developer is an Independent Contractor. Developer is not an agent or employee of City, but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed or utilized by Developer in connection with this Agreement are employees or contractors of Developer and shall not be considered employees of City in any respect.

19. PROJECT AS A PRIVATE UNDERTAKING

19.1 Project as a Private Undertaking. It is specifically understood and agreed that the Project is a private development. No partnership, joint venture or other association of any kind between City and Developer is formed by this Agreement.

20. NONDISCRIMINATION

20.1 Nondiscrimination. Developer shall not discriminate, in any way, against any person on the basis of race, color, national origin, gender, marital status, sexual orientation, age, creed, religion or disability in connection with or related to the performance of this Agreement.

21. FORCE MAJEURE

21.1 Force Majeure. In addition to any specific provisions of this Agreement, performance of obligations hereunder shall be excused and the term of this Agreement shall be extended during any period of delay caused at any time by reason of: floods, earthquakes, fires or similar catastrophes; wars, riots or similar hostilities; strikes and other labor difficulties beyond the Party's reasonable control; pandemics and epidemics that, due to specific provisions of a federal, state or local governmental declaration of emergency prohibit development or implementation of the Project; the enactment of new laws or restrictions imposed by other governmental or quasi-governmental entities preventing this Agreement from being implemented; or litigation involving this Agreement or the Approvals, which delays any activity contemplated hereunder, unless such action is brought by Developer. City and Developer shall promptly notify the other Party of any delay hereunder as soon as possible after the delay has been, or should have been, known.

22. OPERATING MEMORANDA

22.1 Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between City and Developer, and refinements and further development of the Project may demonstrate that clarifications with respect to the details of performance of City and Developer or minor revisions to the Project are appropriate. If and when, from time to time, during the term of this Agreement, City and Developer agree that such clarifications or minor modifications are necessary or appropriate, they may effectuate such clarifications through operating memoranda approved by City and Developer, which, after execution, shall be attached hereto ("Operating Memoranda"). No such Operating Memoranda shall constitute an Amendment to this Agreement requiring public notice or hearing. The City Attorney shall be authorized in his/her sole discretion to determine whether a requested clarification may be effectuated pursuant to this Section 22 or whether the requested clarification is of such a character to require an amendment of the Agreement pursuant to Section 24 hereof. The City Manager or Director, depending on the context, may execute any Operating Memoranda without City Council action.

23. THIRD PARTIES

23.1 Third Parties. If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement or the Approvals, the Parties shall reasonably cooperate in defending such action. Developer shall bear its own costs of defense as a real party in interest in any such action, and shall reimburse City for all reasonable costs and attorneys' fees expended by City in defense of any such action or other proceedings.

24. Amendments

24.1 Amendments. No alterations or changes to the terms of this Agreement shall be valid, unless made in writing and signed by both Parties, and completed in compliance with the procedures listed in SCCC and/or the Government Code for Development Agreement Amendments.

25. NO THIRD PARTY BENEFICIARY

25.1 No Third Party Beneficiary. This Agreement shall not be construed or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

26. DISPUTE RESOLUTION

26.1 Mediation. Any controversies between Developer and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.

The costs of the mediator shall be borne by the Parties equally; however, each Party shall bear its own attorney, consultant, staff and miscellaneous fees and costs.

Mediation under this Section is a condition precedent to filing an action in any court, but it is not a condition precedent to the City's refusal to issue a Building Permit or any other entitlement under Section 5.

27. CONSENT

27.1 Consent. Where consent or approval of a Party is required or necessary under this Agreement, the consent or Agreement shall not be unreasonably withheld or delayed.

28. COVENANT OF GOOD FAITH AND FAIR DEALING

28.1 Covenant of Good Faith and Fair Dealing. Neither Party to this Agreement shall do anything which shall have the effect of harming or injuring the right of the other Party to receive benefits of this Agreement; each Party shall refrain from doing anything which would render its performance under this Agreement impossible; and, each Party shall do everything which this Agreement contemplates to accomplish the objectives and purpose of this Agreement.

29. AUTHORITY TO EXECUTE

29.1 Authority to Execute. The person or persons executing this Agreement on behalf of Developer warrant and represent that they have the authority to execute this Agreement on behalf of Developer, and further represent that they have the authority to bind Developer to the performance of its obligations in this Agreement.

30. COUNTERPARTS

30.1 Counterparts. This Agreement may be executed in multiple originals, each of which is deemed an original, and may be signed in Counterparts. The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

SIGNATURES FOLLOW ON NEXT PAGE

CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation

APPROVED AS TO FORM:

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

DEVELOPER
INNOVATION COMMONS OWNER LLC,
A DELAWARE LIMITED LIABILITY COMPANY

By: _____
Signature of Person executing the Agreement on behalf of Developer
Name: _____
Title: _____
Local Address: _____
Email Address: _____
Telephone: ( ) _____
Fax: ( ) _____

EXHIBIT A

LEGAL PROPERTY DESCRIPTION & PLAT

TRACT ONE:
ALL OF PARCELS 7 AND 8, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "PARCEL MAP BEING A SUBDIVISION OF ALL OF PARCEL 3, BOOK 368 PM 31, 32, 33 AND A PORTION OF THE LANDS FORMERLY OF FESPAR ENTERPRISES, INC., DESCRIBED IN PARCEL ONE OF 0426 OFFICIAL RECORDS 659", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON MARCH 16, 1976 IN BOOK 368 OF MAPS, PAGES 36 AND 37.

TRACT TWO:
ALL OF PARCELS 35, 36 AND 37, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PARCEL MAP BEING A RESUBDIVISION OF PARCEL 6 AS SHOWN ON PARCEL MAP 3399 RECORDED IN BOOK 368 OF MAPS, PAGES 36 AND 37 AND ALSO BEING A RESUBDIVISION OF PARCELS 26, 30 AND 31 AS SHOWN ON PARCEL MAP RECORDED IN BOOK 386 OF MAPS, PAGES 4 AND 5, SANTA CLARA COUNTY RECORDS", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON JANUARY 25, 1977 IN BOOK 387 OF MAPS, PAGE 44.

TRACT THREE:
PARCEL 2, AS SHOWN ON PARCEL MAP FILED AUGUST 07, 1978 IN BOOK 424 OF MAPS, PAGE(S) 24, SANTA CLARA COUNTY RECORDS.
EXCEPTING THEREFROM THAT PORTION GRANTED IN THE DEED TO THE CITY OF SANTA CLARA, A CALIFORNIA MUNICIPAL CORPORATION, RECORDED SEPTEMBER 09, 1987 IN BOOK K287, PAGE 1136, OFFICIAL RECORDS, AS FOLLOWS:
BEGINNING AT THAT CERTAIN POINT OF INTERSECTION OF THE SOUTHERLY LINE OF TASMAN DRIVE (55.00 FEET HALF STREET) WITH THE COMMON LINE BETWEEN PARCEL 2 AND PARCEL 3, AS SAID SOUTHERLY LINE OF TASMAN DRIVE AND SAID COMMON LINE ARE SHOWN UPON SAID PARCEL MAP; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF TASMAN DRIVE NORTH 89° 28' 06" WEST 42.75 FEET; THENCE LEAVING SAID SOUTHERLY LINE OF TASMAN DRIVE AND PROCEEDING SOUTH 86° 28' 04" EAST 42.81 FEET TO A POINT ON SAID COMMON LINE BETWEEN PARCELS 2 AND 3; THENCE NORTHERLY ALONG SAID COMMON LINE NORTH 00° 31' 54" EAST 2.24 FEET TO THE POINT OF BEGINNING.

TRACT FOUR:
ALL OF PARCEL 3, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "PARCEL MAP BEING ALL OF PARCELS 41 AND 42, AS SHOWN ON THAT CERTAIN "PARCEL MAP" RECORDED IN BOOK 405 OF MAPS, PAGE 3, SANTA CLARA COUNTY RECORDS", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON AUGUST 07, 1978 IN BOOK 424, OF MAPS, PAGE 24.
EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SANTA CLARA, A MUNICIPAL CORPORATION BY GRANT DEED RECORDED SEPTEMBER 09, 1987 IN BOOK K287, PAGE 1123, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:
BEGINNING AT THAT CERTAIN POINT OF INTERSECTION OF THE SOUTHERLY LINE OF TASMAN DRIVE (55.00 FEET HALF STREET) WITH THE EASTERLY LINE OF SAID PARCEL 3, AS SAID DRIVE AND PARCEL ARE SHOWN UPON THE MAP ABOVE REFERRED TO, SAID EASTERLY LINE OF PARCEL 3 ALSO BEING THE WESTERLY LINE OF PARCEL 40, AS SAID LINE AND PARCEL 40 ARE SHOWN UPON THAT CERTAIN PARCEL MAP FILED IN BOOK 405 OF MAPS, PAGE 3, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA; THENCE PROCEEDING WESTERLY ALONG SAID SOUTHERLY LINE OF TASMAN DRIVE NORTH 89° 28' 06" WEST 200.00 FEET TO THE COMMON LINE BETWEEN SAID PARCEL 3 AND PARCEL 2, AS SAID PARCELS ARE SHOWN UPON THE FIRST PARCEL MAP ABOVE REFERRED TO; THENCE PROCEEDING

SOUTHERLY ALONG SAID COMMON LINE, SOUTH 00° 31' 54" WEST 2.24 FEET; THENCE SOUTH 86° 28' 04" EAST 200.27 FEET TO SAID COMMON LINE BETWEEN PARCEL 3 AND PARCEL 40; THENCE NORTHERLY ALONG SAID COMMON LINE NORTH 00° 31' 54" EAST 12.72 FEET TO THE POINT OF BEGINNING.

TRACT FIVE:
ALL OF PARCEL 1, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "PARCEL MAP BEING ALL OF PARCEL 41 AND 42, AS SHOWN ON THAT CERTAIN PARCEL MAP, RECORDED IN BOOK 405 OF MAPS, PAGE 3 SANTA CLARA COUNTY RECORDS", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON AUGUST 07, 1978 IN BOOK 424 OF MAPS, PAGE 24.
EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE DEED TO THE SANTA CLARA COUNTY TRANSIT DISTRICT RECORDED MAY 15, 1998 AS INSTRUMENT NO. 14185766, AS FOLLOWS:
ALL OF THAT CERTAIN PROPERTY SITUATED IN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND BEING A PORTION OF PARCEL 1, AS SAID PARCEL 1 IS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN BOOK 424 OF MAPS, PAGE 24, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINES OF TASMAN DRIVE AND PATRICK HENRY DRIVE AS SAID DRIVES ARE SHOWN ON SAID PARCEL MAP, THENCE EASTERLY ALONG THE CENTERLINE OF SAID TASMAN DRIVE SOUTH 82° 00' 43" EAST 159.80 FEET TO A CURVE; THENCE CONTINUING EASTERLY ALONG SAID CENTERLINE OF TASMAN DRIVE ALONG SAID CURVE CONCAVE NORTHERLY WITH A RADIUS OF 2864.84 FEET THROUGH A CENTRAL ANGLE OF 1° 31' 41" AND AN ARC LENGTH OF 76.41 FEET; THENCE SOUTH 6° 27' 35" WEST 55.00 FEET TO THE SOUTHERLY LINE OF TASMAN DRIVE AND TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 88° 21' 09" WEST 32.18 FEET; THENCE SOUTH 7° 09' 18" WEST 3.43 FEET; THENCE FROM A TANGENT BEARING OF NORTH 82° 56' 21" WEST ALONG A CURVE CONCAVE NORTHERLY WITH A RADIUS OF **30.2** FEET THROUGH A CENTRAL ANGLE OF 0° 56' 35" AND AN ARC LENGTH OF 50.19 FEET;

THENCE NORTH 7° 54' 36" EAST 3.00 FEET; THENCE WESTERLY ALONG A LINE PARALLEL WITH THE SOUTHERLY LINE OF TASMAN DRIVE NORTH 82° 00' 43" WEST 65.02 FEET TO A CURVE; THENCE LEAVING SAID PARALLEL LINE AND PROCEEDING SOUTHWESTERLY ALONG SAID CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 63° 26' 29" AND AN ARC LENGTH OF 55.36 FEET; THENCE NORTH 51° 02' 20" WEST 1.32 FEET TO THE EASTERLY LINE OF PATRICK HENRY DRIVE; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE FROM A TANGENT BEARING OF NORTH 31° 10' 39" EAST ALONG A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 66° 48' 38" AND AN ARC LENGTH OF 58.30 FEET TO THE SOUTHERLY LINE OF TASMAN DRIVE; THENCE CONTINUING EASTERLY ALONG SAID SOUTHERLY LINE SOUTH 82° 00' 43" EAST 69.18 FEET TO A CURVE; THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF TASMAN DRIVE FROM A TANGENT BEARING OF SOUTH 82° 00' 44" EAST ALONG A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 2919.84 FEET THROUGH A CENTRAL ANGLE OF 1° 31' 41" AND AN ARC LENGTH OF 77.87 FEET TO THE TRUE POINT OF BEGINNING.

TRACT SIX:
ALL OF PARCEL 40, AS SAID PARCEL IS SHOWN UPON THAT CERTAIN MAP ENTITLED, "PARCEL MAP, BEING A RESUBDIVISION OF PARCELS 22 AND 23 ON PARCEL MAP RECORDED IN BOOK 386 OF MAPS, PAGES 4 AND 5...", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON SEPTEMBER 29, 1977 IN BOOK 405 OF MAPS, PAGE 3.
EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE CITY OF SANTA CLARA, A MUNICIPAL CORPORATION BY THAT CERTAIN GRANT DEED RECORDED JANUARY 26, 1988 IN BOOK K428, PAGE 465, OFFICIAL RECORDS.
ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE SANTA CLARA COUNTY

TRANSIT DISTRICT BY THAT CERTAIN GRANT DEED RECORDED MAY 08, 1998 AS INSTRUMENT NO. 14176548, OFFICIAL RECORDS.

TRACT SEVEN:
ALL THAT PORTION OF DEMOCRACY WAY LYING WESTERLY OF THE WESTERLY LINE OF OLD IRONSIDES DRIVE AND EASTERLY OF THE EASTERLY LINE OF PATRICK HENRY DRIVE, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED MARCH 12, 1976 IN BOOK 368 OF MAPS, PAGES 36 AND 37, SANTA CLARA COUNTY RECORDS.
TRACT EIGHT:
EASEMENT RESERVED IN THAT CERTAIN DEED RECORDED NOVEMBER 3, 1950 IN BOOK 2089, PAGE 315, OFFICIAL RECORDS

[Insert Plat]

EXHIBIT B

ALLOCATION OF FAIR SHARE TRAFFIC FEES

	Kylli Traffic Infrastructure and Fair Share Fee						
						Development Trigger	
Row	#	Intersection Name	Improvement Description	Fair Share %	Fair Share Costs	%	non-resid ksf[1]
Project-Specific Fair Share[1]							
0	***60***	McCarthy Blvd/O'Toole Av and Montague Expwy (CMP)	Construct a partial grade separated interchange	0.0%[3]	$0	0%	N/A
1	***20***	Great America Parkway and Great America Way	Extend WBL lane striping	13.8%	$14,017	5%	184
2	***53***	Lick Mill Boulevard and Montague Expressway	Extend SBL pocket	1.6%	$1,657	5%	184
3	***25***	Great America Parkway and Patrick Henry Drive	Class IV separated bikeway on Great America Pkwy/ Bowers Ave (between Bay Trail & Old Glory Lane and between US 101 & Chromite Dr.)	15.1%	$394,782[4]	7%	245
4	***25***	Great America Parkway and Patrick Henry Drive	Hetch Hetchy trail (between Guadalupe River Pkwy & Great America Pkwy & between Patrick Henry Dr & Calabazas Creek Trail)	15.1%	$1,490,909[4]	7%	245
6	***20***	Great America Parkway and Great America Way	Extend SBL pocket	13.8%	$43,781	11%	388
7	***3***	Lawrence Expwy and Sandia Av/Lakehaven Dr	New signalized intersection at Lawrence Expressway and Bridgewood Way/Lakewood Dr (VTP 2040)	5.8%	$30,523	14%	489
8	***51***	Lafayette Street and Agnew Road	Class IV separated bikeway on Lafayette (between SR 237 & Agnew)	7.3%	$128,886	20%	699
9	***40***	Mission College Blvd and Montague Expwy (CMP)	Add 3rd EBL lane and reconfigure the north leg to include 3 receiving lanes	4.3%	$18,878	24%	839

	Kylli Traffic Infrastructure and Fair Share Fee						
						Development Trigger	
Row	#	Intersection Name	Improvement Description	Fair Share %	Fair Share Costs	%	non-resid ksf[1]
10	*41*	San Tomas Expressway and Scott Boulevard (CMP)	Reconfigure EB approach to include 3 LT lanes, 1 TH lane, and 1 shared TH/RT lane, remove triangular islands, reduce RT radii, signal modifications.	1.2%	$27,180	40%	1,398
11	*54*	N. 1st Street and Montague Expressway (CMP)	Construct a grade separated interchange	1.5%	$388,103	46%	1,608
12	*2*	Lawrence Expressway and Tasman Drive	Extend SBL pocket	1.6%	$3,616	50%	1,747
13	*23*	Great America Parkway and Tasman Drive	Extend NBL pocket	1.4%	$3,300	50%	1,747
14	*23*	Great America Parkway and Tasman Drive	Extend WBL pocket	1.4%	$3,300	50%	1,747
15	*31*	Bowers Avenue and Central Expressway (CMP)	Class IV separated bikeway on Great America Pkwy/ Bowers Ave (between Bay Trail & Old Glory Lane and between US 101 & Chromite Dr.)	4.6%	$120,436	50%	1,747
16	*48*	De la Cruz Boulevard and Central Expressway (CMP)	Class IV separated bikeway on De La Cruz Boulevard (between Central & Reed)	1.6%	$14,338	58%	2,027
17	*48*	De la Cruz Boulevard and Central Expressway (CMP)	Install crosswalk motion sensors, accessible pedestrian signals, upgraded safety lighting, travel time data collection systems, traffic monitoring cameras, and periodic retiming of signal coordination at intersections along De La Cruz Boulevard (Multimodal Improvement Plan).	1.6%	$18,287	58%	2,027
18	*52*	Agnew Rd/De La Cruz Blvd and Montague Expwy (CMP)	Install crosswalk motion sensors, accessible pedestrian signals, upgraded safety lighting, travel time data collection systems, traffic	2.5%	$81,629	58%	2,027

	Kylli Traffic Infrastructure and Fair Share Fee						
						Development Trigger	
Row	#	Intersection Name	Improvement Description	Fair Share %	Fair Share Costs	%	non-resid ksf[1]
			monitoring cameras, and periodic retiming of signal coordination at intersections along Agnew Road/De La Cruz Boulevard (Multimodal Improvement Plan).				
19	***44***	San Tomas Expressway and El Camino Real (CMP)	Class IV separated bikeway on El Camino Real (from city limit to city limit)	2.0%	$ 85,576	74%	2,586
20	***44***	San Tomas Expressway and El Camino Real (CMP)	VTA TSP improvement at this intersection	2.0%	$ 1,818	74%	2,586
21	***24***	Great America Parkway and Old Glory Lane	Class IV separated bikeway on Great America Pkwy/ Bowers Ave (between Bay Trail & Old Glory Lane and between US 101 & Chromite Dr.)	20.4%	$533,471	76%	2,656
22	***45***	Scott Boulevard and Central Expressway	Reconfigure southbound approach on Scott Ave. to include 2 LT lanes, 2 TH lanes, and 1 exclusive RT lane, signal modifications, remove triangular island, reduce RT radii, construct ADA curb ramps	3.1%	$ 40,730	85%	2,970
23	***47***	Lafayette Street and Central Expressway	Class IV separated bikeway on Lafayette St (between Laurelwood & Reed)	2.7%	$39,839	94%	3,285
24	***47***	Lafayette Street and Central Expressway	Remove triangular islands, reduce corner radii, realign crosswalks, and install ADA curb ramps.	2.7%	$62,930	94%	3,285
Cumulative Fair Share Contributions[2]							
	6	Lawrence Expressway and E. Arques Ave.	Construct grade separated interchange	1.8%	$291,694	Cumulative[2]	

	Kylli Traffic Infrastructure and Fair Share Fee						
						Development Trigger	
Row	#	Intersection Name	Improvement Description	Fair Share %	Fair Share Costs	%	non-resid ksf[1]
	7	Lawrence Expressway and Kifer Road	Construct grade separated interchange	1.0%	$164,006	Cumulative[2]	
	8	Lawrence Expressway and Reed Ave/Monroe St	Construct grade separated interchange	1.4%	$170,924	Cumulative[2]	
	14	Old Ironsides Drive and Tasman Drive	Extend WBL pocket	28.7%	$62,888	Cumulative[4]	
	14	Old Ironsides Drive and Tasman Drive	Spot improvements (tighten turning radii on northeast corner)	28.7%	$56,913	Cumulative[2]	
	16	Old Ironsides Drive and Old Glory Lane	Add NB RT lane	52.2%	$198,522	Cumulative[2]	
	20	Great America Parkway and Great America Way	Class IV separated bikeway on Great America Pkwy/ Bowers Ave (between Bay Trail & Old Glory and between US 101 & Chromite)	13.8%	$358,959	Cumulative[2]	
	26	Great America Pkwy and Mission College Blvd	Class IV separated bikeway on Great America Pkwy/ Bowers Ave (between Bay Trail & Old Glory and between US 101 & Chromite)	10.0%	$261,136	Cumulative[2]	
	26	Great America Pkwy and Mission College Blvd	Install transit signal priority, trail crossing improvements, crosswalk motion sensors, upgraded safety lighting, enhance crosswalks, travel time data collection systems, adaptive traffic signals and periodic retiming of signal coordination at intersections along Mission College Boulevard (Multimodal Improvement Plan).	10.0%	$311,418	Cumulative[2]	
	37	Agnew/Freedom Circle E & Mission College Blvd	Class IV bikeway on Mission College Boulevard (between Great America & Montague)	3.3%	$29,485	Cumulative[2]	

	Kylli Traffic Infrastructure and Fair Share Fee						
						Development Trigger	
Row	#	Intersection Name	Improvement Description	Fair Share %	Fair Share Costs	%	non-resid ksf[1]
	40	Mission College Blvd and Montague Expwy (CMP)	Class IV bikeway on Mission College Boulevard (between Great America & Montague)	2.4%	$21,543	Cumulative[2]	
	42	San Tomas Expressway and Walsh Avenue	Class IV Separated Bikeway on Walsh Ave (between city limit & Lafayette)	3.2%	$104,623	Cumulative[2]	
	42	San Tomas Expressway and Walsh Avenue	Spot improvements (protected intersection consistent with VTA Bike Plan)	3.2%	$63,280	Cumulative[2]	
	45	Scott Boulevard and Central Expressway	Class II buffered bicycle lane on Scott Blvd (between city limit & Monroe)	3.1%	$45,397	Cumulative[2]	
	45	Scott Boulevard and Central Expressway	Implement bus duckouts and pedestrian pads, crosswalk motion sensors, accessible pedestrian signals, upgraded safety lighting, and periodic retiming of signal coordination at intersections along Scott Boulevard (Multimodal Improvement Plan).	3.1%	$80,296	Cumulative[2]	
	46	Scott Boulevard and Walsh Avenue	Class IV Separated Bikeway on Walsh Ave (between city limit & Lafayette)	4.2%	$137,854	Cumulative[2]	
	50	Lick Mill Boulevard and Tasman Drive	Class IV separated bikeway on Lick Mill Blvd (between Tasman & Montague)	5.7%	$83,387	Cumulative[2]	
	53	Lick Mill Boulevard and Montague Expressway	Class IV separated bikeway on Lick Mill Blvd (between Tasman & Montague)	1.1%	$15,477	Cumulative[2]	
	55	Zanker Road and Montague Expressway (CMP)	HOV-type signal improvements that could support future Bus Rapid Transit facilities (North San José Deficiency Plan)	0.7%	$146,419	Cumulative[2]	

	Kylli Traffic Infrastructure and Fair Share Fee						
						Development Trigger	
Row	#	Intersection Name	Improvement Description	Fair Share %	Fair Share Costs	%	non-resid ksf[1]
	56	De la Cruz Boulevard and W Trimble Road	Class IV separated bikeway on De La Cruz (between Montague Park & Trimble)	1.6%	$10,187	Cumulative[2]	
					Cumulative Subtotal: **$2,614,408**		

Grand Total: $6,162,396

[1]**Project-Specific Fair Share Contributions**. The development level triggering need for improvement is shown only for intersection improvements that were identified under the background plus project scenario. For the purpose of this sensitivity analysis, residential development should be converted to non-residential floor area at a rate of 212 square feet (0.212 ksf) per dwelling unit.

The amount listed under "Fair Share Costs" column shall be paid at issuance of building permit(s) that meet or exceed the square footage total under the "Development Trigger" column. Note, certain development may trigger more than one Fair Share Costs payment depending on the development size.

For illustrative example only, if 500 residential units were submitted for building permit, first the units would be converted (0.212 ksf per dwelling unit) or 500 units x 0.212 ksf = 106 ksf. At 106,000 sf, no project specific Fair Share Costs would be due. However, under footnote 2, below, $79,500 would be due. For another example, if a 500,000 sf office/R&D project were submitted for building permit (500 ksf), the following project-specific Fair Share Costs would be due: Rows 1-7, plus the cumulative contribution of $375,000 under Footnote 2, below.

[2] **Cumulative Fair Share Contributions**. The need for this improvement would only arise under cumulative plus project conditions. Thus, a sensitivity analysis was not conducted because the Project alone would not trigger the need for this improvement. Fair share payments towards this improvement will be collected at a rate of $0.75 per sf of non-residential

development with each phase of development in proportion to the development size using the same non-residential equivalency ratio (0.212 ksf per dwelling unit).

The cumulative contribution rate has been set by adding all the cumulative fair share contributions ($2,614,408) divided by the total maximum development square footage using the residential conversion (3,100 ksf non-residential plus 1,800 x .212 ksf or 382 ksf = 3,392 ksf) or 2,614,408/3,482,000= $0.75 per square foot of non-residential development (subject to the re-conversion for residential of 0.212 ksf per unit). Note that if residential is developed on Area C, there would be sf reduction in maximum non-residential and the overall cumulative fair share contribution would be correspondingly reduced because residential has a lower traffic rate than non-residential uses.

For illustrative example only, a 500 unit residential project (or 106 ksf non-residential) would pay 106 ksf x 0.75 = $79,500 toward cumulative fair share costs. For another example only, a 500,000 office/R&D project would pay, in addition to the project-specific amounts listed under footnote 1 above, 500,000 x 0.75 = $375,000 toward cumulative fair share costs.

[3] 100% funded by City of San Jose under the terms of the North San Jose Settlement.

[4] Subject to credits pursuant Public Works Conditions of Approval Nos. E43 and E44 in Resolution No. _____)

EXHIBIT C

DEFINITIONS

"Affiliate of Developer" as defined in Section 13.3 of this Agreement.

"Agreement" as defined on page 1 (first paragraph) of this Agreement.

"AHP" as defined in Recital D of this Agreement.

"Allocation of Fair Share Traffic Fees" as defined in Section 4.9 of this Agreement.

"Approvals" as defined in Section 2.3 of this Agreement.

"Approved Childcare Alternative" as defined in Section 4.17 of this Agreement.

"Approved Grocery Store Alternative" as defined in Section 4.16 of this Agreement.

"Building Permit" as defined in Section 1.2a(i) of this Agreement.

"CEQA" as defined in Recital L of this Agreement.

"Changes in the Law" as defined in Section 3.1 of this Agreement.

"Childcare Facility" as defined in Section 4.17 of this Agreement.

"Childcare Facility Marketing Period" as defined in Section 4.17 of this Agreement.

"Childcare Performance Milestone" as defined in Section 1.2a(i)(B) of this Agreement.

"City" as defined on page 1 (first paragraph) of this Agreement.

"COAs" as defined in Recital F of this Agreement.

"Compliance Letter" as defined in Section 8.2 of this Agreement.

"Conflicting City Law" as defined in Section 3.2a of this Agreement.

"Developer" as defined on page 1 (first paragraph) of this Agreement.

"Development Fee Vesting Locking Periods" as defined in Section 4.1 of this Agreement.

"Development Fee Vested Period" as defined in Section 4.1 of this Agreement.

"Development Plan" as defined in Recital D of this Agreement.

"Director" as defined in Section 8.2 of this Agreement.

“Effective Date” as defined in Recital N of this Agreement.

“EIR” as defined in Recital L of this Agreement.

“Existing Public Utilities” as defined in Section 4.11 of this Agreement.

“Fair Share Traffic Fees” as defined in Section 4.9 of this Agreement.

“Fees” as defined in Section 4.1 of this Agreement.

“FMV” as defined in Section 4.11 of this Agreement.

“General Plan Amendment” as defined in Recital D of this Agreement.

“Grocery Performance Milestone” as defined in Section 1.2a(i)(A) of this Agreement.

“Grocery Store” as defined in Section 4.16 of this Agreement.

“Grocery Store Marketing Period" as defined in Section 4.16 of this Agreement.

“gsf” as defined in Recital E of this Agreement.

“Indemnified Parties” as defined in Section 15.8 of this Agreement.

“Local Rules” as defined in Section 3.4 of this Agreement.

“Maintenance Period” as defined in Section 4.7b of this Agreement.

“Minor Change” as defined in Section 11.2b of this Agreement.

“Mitigations” as defined in Section 4.5 of this Agreement.

“MMRP” as defined in Recital L of this Agreement.

“Mortgage” as defined in Section 12.1 of this Agreement.

“Mortgagees” as defined in Section 12.1 of this Agreement.

“Operating Memoranda” as defined in Section 22.1 of this Agreement.

“Other Regulations” as defined in Section 2.4d of this Agreement.

“Parties” as defined on page 1 (first paragraph) of this Agreement.

“PD” as defined in Recital D of this Agreement.

“POSP” as defined in Recital D of this Agreement.

“Processing Fees” as defined in Section 4.2 of this Agreement.

"Project" as defined in Recital E of this Agreement.

"Project Approvals" as defined in Recital D of this Agreement.

"Property" as defined in Recital C of this Agreement.

"Public Art Funding" as defined in Section 4.8 of this Agreement.

"Public Arts/Cultural Features" as defined in Section 4.8 of this Agreement.

"Rezoning" as defined in Recital D of this Agreement.

"R&D" as defined in Recital E of this Agreement.

"Relocation Cost" as defined in Section 4.11 of this Agreement.

"Relocation Work" as defined in Section 4.11 of this Agreement.

"ROW Appraisal" as defined in Section 4.11 of this Agreement.

"SCCC" as defined in Recital B of this Agreement.

"SOC" as defined in Recital L of this Agreement.

"Street Easement Vacation" as defined in Section 4.11 of this Agreement.

"Subsequent Project Approval" as defined in Section 2.3 of this Agreement.

"SVP" as defined in Recital E of this Agreement.

"Target Maximum Maintenance Cost" as defined in Section 4.7a of this Agreement.

"TDMP" as defined in Recital D of this Agreement.

"Term" as defined in Section 1.1 of this Agreement.

"Transfer" as defined in Section 13.1 of this Agreement.

"Vested Elements" as defined in Section 2.4 of this Agreement.

"VTM" as defined in Recital D of this Agreement.

November 6, 2024

City of Santa Clara Planning Commission
1500 Warburton Avenue
Santa Clara, CA 95050
ELECTRONIC TRANSMITTAL via LXavier@santaclaraca.gov

Honorable Chair Saleme, Vice Chair Bouza, Secretary Crutchlow, Commissioner Biagini, Commissioner Cherukuru, Commissioner Huang, and Commissioner Bhatnagar,

Tonight, Kylli is proud to present for your consideration the Mission Point development proposal. This proposal represents seven years of collaboration, where we continuously integrated community and stakeholder input into the Mission Point vision. This feedback has been invaluable in helping to shape the direction of the project, which has evolved positively since its initial conception. Through the years, the overall vision has remained consistent: to transform a single-use property into a vibrant, transit-oriented, mixed-use neighborhood that will stand the test of time.

The robust community benefits package addresses many of the critical issues we have heard about over the years, including:

- Deeper level of housing affordability valued at up to $46.3M (Option A) to up to $66.8M (Option B)
- Publicly accessible park maintenance valued at approximately $10.6M
- Arts and cultural programming valued at $5M
- Contributions towards fire apparatus at $3.5M and supplemental roadway improvements valued at $3M
- Childcare valued at approximately $1M
- A grocer valued at approximately $6M
- and construction materials and use taxes estimated at approximately $10M

Kylli's offices are right here in Santa Clara. We are enthusiastic about the opportunity to further complement the vision for Santa Clara North with Mission Point.

Thank you, Santa Clara, for all of the dialogue over the years. Mission Point is a better project because of it. We know Mission Point will be a new neighborhood that Santa Clarans will be proud to call home. We truly appreciate the time and consideration on this exciting opportunity.

Warmly,

Ou Sun

Ms. Ou Sun
CEO
Kylii, Inc

From: Savita Nataraj [redacted]
Sent: Sunday, October 20, 2024 6:53 PM
To: Lesley Xavier <LXavier@santaclaraca.gov>
Subject: Support Family-Friendly homes being built

Planning Staff Lesley Xavier,

I hear of more and more young people who are choosing to go child free or wait even longer to have children. But this type of family-friendly community & housing space project would definitely help build an environment more encouraging for children and all families.

And so, I support Kylli's Mission Point project in Santa Clara.
It is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

Specifically, the project includes:

Sustainable Urban design: The project transforms underutilized parking lots into 1,800 new homes near public transit options, promoting increased walkability and reducing car dependency by 25%

Environmental Sustainability: With underground parking and enhanced connectivity to the Patrick Henry Specific Plan area and existing bike trails, Mission Point prioritizes pedestrian and cycling infrastructure over vehicle use. The project also aims for LEED certifications,

reflecting high environmental standards. Moreover, the project will be landscaped with drought resistant plants and greenery to promote environmental and mental wellness.

Enhanced Community benefits: Kylli's Mission Point proposes over seven acres of publicly accessible park space, turning a largely impervious site into a green, vibrant hub with opportunities for community to gather. Moreover, Mission Point will connect existing trails, promoting physical wellness and outdoor activities. The proposal also includes a child care facility with designated outdoor green space for the children to safely play outside.

Please move this project forward without delay!

Sincerely,
Savita N.

Savita Nataraj
[redacted]
5055 Dent Avenue, 18
San Jose, California 95118

RE: 24-122 Mission Point

To the Santa Clara City Planning Commission:

South Bay YIMBY is a group of neighbors committed to plentiful, inclusive, and affordable housing in Santa Clara County. We advocate for a South Bay that leads the country in building new homes and lives up to California values, one where residents are able to walk, bike, and take transit to work and enjoy the dignity of stable housing.

We are proud to support the Mission Point development proposed at 3005 Democracy Way. The development would bring 1,800 much-needed sustainable new homes to Santa Clara that are well connected to existing transit, bike, and pedestrian networks, redeveloping the underutilized lot to better serve our community.

Mission Point seeks to replace aging parking lots with a vibrant community that places homes near jobs and jobs near homes. Its walkable, sustainable urban design, which incorporates 100,000 sf of community retail and 10,000 sf of childcare facilities, will also provide valuable amenities. Connections to the Patrick Henry Drive Specific Plan and existing bike and trail networks will allow for safe access to outdoor activities and promote physical wellness.

The project is near the San Tomas Aquino Creek Trail, which connects to many of the city's major employers. In addition to placing more homes near existing transit connections and its walkable design, the development will promote biking and walkability, reducing car dependency and increasing access to local services.

This proposal also includes 7 acres of neighborhood parks and open space, turning the existing paved lot into a vibrant green space for not just the new homes, but the whole of Santa Clara. With drought resistant plants and landscaping, the project will further promote environmental sustainability. Connections with Patrick Henry Drive Specific Plan open spaces will mean these new homes will be well served by a healthy and green community.

South Bay YIMBY supports the Mission Point proposal to add new homes to combat our housing crisis and to renew underutilized areas of our community with sustainable, affordable, and well connected new development.

Sincerely,

Jason Morrow
On behalf of South Bay YIMBY

SOUTH BAY
YIMBY

SILICON VALLEY LEADERSHIP GROUP

Ahmad Thomas, CEO
Silicon Valley Leadership Group

Jed York, Chair
San Francisco 49ers

Eric S. Yuan, Vice Chair
Zoom Video Communications

James Gutierrez, Vice Chair
Luva

Aart de Geus
Synopsys

Vintage Foster
AMF Media Group

Paul A. King
Stanford Children's Health

Alan Lowe
Lumentum

Dr. Rao Mulpuri
View

Kim Polese
CrowdSmart

Sharon Ryan
Bay Area News Group

Tom Werner
Mainspring Energy

City of Santa Clara
Planning Commission
1500 Warburton Avenue
Santa Clara, CA 95050

October 22nd, 2024

Dear Chair Saleme, Vice Chair Bouza, Secretary Crutchlow, and Commissioners Biagini, Cherukuru, Huang, and Bhatnagar,

On behalf of the Silicon Valley Leadership Group, I am pleased to recommend the Planning Commission's approval of Mission Point by Kylli.

As you may know, the Silicon Valley Leadership Group was founded in 1977 by one of Silicon Valley's pioneers, David Packard. Today, SVLG serves as the nation's most effective and dynamic business association representing the innovation economy and its ecosystem. SVLG represents hundreds of companies across the broader Silicon Valley region, many of which call Santa Clara home.

The Silicon Valley Leadership Group has endorsed Mission Point by Kylli through our rigorous project review process. It is a vast improvement compared to both current site conditions as well as the previously approved entitlement under a former owner. The site is currently 100% impervious surfaces with a sea of surface parking and four outdated commercial buildings. The previously approved plan included 3 million square feet of office space, but nothing for the citizens of Santa Clara. We endorsed Mission Point because it focuses on community first by adding housing, community-facing retail and publicly accessible open space.

Because Kylli took on the added expense of building underground parking, Mission Point will be able to deliver more than seven acres of contiguous, public open green space. The public multi-use trail that runs through Mission point will complete the planned trail system in the neighborhood, linking the Tasman Drive corridor to the future trail network. The park space also connects to the park space planned in the Patrick Henry Drive specific plan. This park space will be a celebrated amenity for Santa Clara residents in this part of the city.

The Silicon Valley Leadership Group respectfully requests your support of Mission Point.

Sincerely,

2460 N. First Street, Suite 260
San Jose, California 95131
(408) 501-7864
svlg.org

SILICON VALLEY
LEADERSHIP GROUP

Ahmad Thomas, CEO
Silicon Valley Leadership Group

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View

Kim Polese
CrowdSmart

Sharon Ryan
Bay Area News Group

Tom Werner
Mainspring Energy

Kristen Brown
Vice President, Government Relations
Silicon Valley Leadership Group

Steve Kelly
DRE #01100262

RE: Agenda Item #24-122

Dear Planning Commissioners,

I want to thank you for your dedication to serving our great City of Santa Clara.
I support the Kyli mixed-use project. Their plan will provide the area with critically needed housing & affordable housing, shopping, dining, and a site for a childcare center. Furthermore, I am happy to see a beautiful city park is part of the plan.

We need to add more housing in this part of Santa Clara since there are so many major employers in this area. This will reduce the vehicle miles traveled, and number of trips residents must make by car. Additionally, Mission Point has many alternate transportation options other than by car. The light-rail, Cal-train, and a Bus connection all are close to the site.

Finally, I urge you to support the Mission Point project since it will revitalize the area with outdoor gathering spots and community events.

Thank You!

Steve Kelly
3093 Forbes Ave
Santa Clara, CA 95051

From: Planning Public Comment <PlanningPublicComment@santaclaraca.gov>
Sent: Wednesday, October 23, 2024 11:56 AM
To: Alisha C. Pember <apember@adamsbroadwell.com>; Planning Public Comment <PlanningPublicComment@santaclaraca.gov>; Rebecca Bustos <RBustos@SantaClaraCA.gov>; Lesley Xavier <LXavier@santaclaraca.gov>
Cc: Richard M. Franco <rfranco@adamsbroadwell.com>; Alexander Abbe <AAbbe@SantaClaraCA.gov>; Eric Crutchlow <ecrutchlow@santaclaraca.gov>; Lance Saleme <LSaleme@SantaClaraCA.gov>; Mario Bouza <mbouza@Santaclaraca.gov>; Nancy Biagini <NBiagini@SantaClaraCA.gov>; Priya Cherukuru <PCherukuru@SantaClaraCA.gov>; Qian Huang <QHuang@Santaclaraca.gov>; Yashraj Bhatnagar <YBhatnagar@Santaclaraca.gov>
Subject: RE: Santa Clara Planning Commission October 23, 2024 Agenda Item No. 2 --Mission Point Project (PLN2017-12924, PLN2018-13400, PLN21-15386, PLN21-15387, PLN22-00635, and CEQ2018-01054; SCH No. 2018072068)

Thank you, your email has been received in the Planning Division and will be part of the public record on this item.

Regards,

Elizabeth Elliott
Planning Division

From: Alisha C. Pember <apember@adamsbroadwell.com>
Sent: Wednesday, October 23, 2024 10:33 AM
To: Planning Public Comment <PlanningPublicComment@santaclaraca.gov>; Andrew Crabtree <ACrabtree@SantaClaraCA.gov>; Rebecca Bustos <RBustos@SantaClaraCA.gov>
Cc: Richard M. Franco <rfranco@adamsbroadwell.com>
Subject: Santa Clara Planning Commission October 23, 2024 Agenda Item No. 2 --Mission Point Project (PLN2017-12924, PLN2018-13400, PLN21-15386, PLN21-15387, PLN22-00635, and CEQ2018-01054; SCH No. 2018072068)

> Some people who received this message don't often get email from apember@adamsbroadwell.com. Learn why this is important

Good morning,

Please find attached Comments re **Santa Clara Planning Commission October 23, 2024 Agenda Item No. 2 --Mission Point Project (PLN2017-12924, PLN2018-13400, PLN21-15386, PLN21-15387,**

PLN22-00635, and CEQ2018-01054; SCH No. 2018072068).

We are also providing a Dropbox link containing supporting references:
https://www.dropbox.com/scl/fo/sx6kwcm4jc02enpxk4am3/AC8KJjOMuxHJxLtRicknMIc?rlkey=l6pmlkdh85b5sah535ua0h0s9&st=lzqpufub&dl=0

A hard copy of our Comments will go out today via overnight delivery.

If you have any questions, please contact Richard Franco.

Thank you.

Alisha Pember

Alisha C. Pember
Adams Broadwell Joseph & Cardozo
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October 23, 2024

Via Email and Overnight Mail
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Andrew Crabtree
Director of Community Development
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1500 Warburton Avenue
Santa Clara, CA 95050
Email: acrabtree@santaclaraca.gov

Via Email Only
Rebecca Bustos, Senior Planner
Email: rbustos@santaclaraca.gov

Re: **Santa Clara Planning Commission October 23, 2024 Agenda Item No. 2 --Mission Point Project (PLN2017-12924, PLN2018-13400, PLN21-15386, PLN21-15387, PLN22-00635, and CEQ2018-01054; SCH No. 2018072068)**

Dear Planning Commission, Mr. Crabtree and Ms. Bustos:

We are writing on behalf of Silicon Valley Residents for Responsible Development ("Silicon Valley Residents") to provide comments on the City of Santa Clara ("City") Planning Commission Agenda Item No. 2 regarding the Mission Point Project (PLN2017-12924, PLN2018-13400, PLN21-15386, PLN21-15387, PLN22-00635, CEQ2018-01054, SCH No. 2018072068) ("Project") proposed by Kylli Inc ("Applicant"). The Planning Commission ("Commission") will consider the Project's Final Environmental Impact Report ("FEIR") and entitlements including a General Plan Amendment, Planned Development Rezone, Vesting Tentative Tract Map and Development Agreement. We reserve the right to supplement these comments at later hearings and proceedings on the Project.[1]

[1] Gov. Code § 65009(b); PRC § 21177(a); *Bakersfield Citizens for Local Control v. Bakersfield ("Bakersfield")* (2004) 124 Cal. App. 4th 1184, 1199-1203; *see Galante Vineyards v. Monterey Water Dist.* (1997) 60 Cal. App. 4th 1109, 1121.

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The Project proposes construction of up to 4.9 million gross square feet ("gsf") of new development consisting of up to 1,800 residential units, three million gsf of office/R&D space and 100,000 gsf of neighborhood retail.[2] The Project also calls for 10,000 gsf of childcare facilities and 3,000 gsf of community space.[3] An electrical substation of approximately 18,000 gsf would be constructed to support the Project.[4] The Project site is located at 3005 Democracy Way in Santa Clara.

The City, as lead agency under the California Environmental Quality Act[5] ("CEQA"), prepared the Draft Environmental Impact Report ("DEIR") and FEIR for the Project. Silicon Valley Residents' comments on the DEIR[6] explained how the DEIR failed to comply with CEQA's requirement to act as an informational document that adequately analyzes and discloses the Project's significant impacts, and fails to include feasible and enforceable mitigation measures in several impact areas, as required by CEQA. Those comments further explained how the DEIR lacks substantial evidence supporting the City's conclusions regarding those impacts.

The City's FEIR includes responses to Silicon Valley Residents' comments and purports to address the issues raised. As discussed below, however, the FEIR fails to adequately resolve these issues or to mitigate all of the Project's potentially significant impacts. The City may not approve the Project until it revises the DEIR to adequately analyze and mitigate the Project's significant impacts and incorporate all feasible mitigation measures to avoid or minimize these impacts to the greatest extent feasible.

I. STATEMENT OF INTEREST

Silicon Valley Residents is an unincorporated association of individuals and labor organizations that may be adversely affected by the potential environmental impacts associated with Project development. Silicon Valley Residents includes Santa Clara residents Adrian Frometa and Todd Mellott, the International Brotherhood of Electrical Workers Local 332, Plumbers & Steamfitters Local 393,

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[2] DEIR, pg. 2-1.
[3] *Id.*
[4] *Id.*
[5] Pub. Resources Code §§ 21000 et seq.; 14 Cal. Code Regs ("CEQA Guidelines") §§ 15000 et seq. ("CEQA Guidelines").
[6] January 2, 2024 letter from Richard M. Franco and Ariana Abedifard to City of Santa Clara re Comments on Draft Environmental Impact Report for the Mission Point Project (PLN2017-12924, PLN2018-13400, PLN21-15386, PLN21-15387, PLN22-00635, and CEQ2018-01054; SCH No. 2018072068) ("Silicon Valley Residents DEIR Comments").

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Sheet Metal Workers Local 104, and Sprinkler Fitters Local 483, along with their members and their families, and other individuals that live and/or work in the City of Santa Clara and Santa Clara County.

Individual members of Silicon Valley Residents and its member organizations live, work, recreate, and raise their families in the City and surrounding communities. Accordingly, they would be directly affected by the Project's environmental and health and safety impacts. Individual members may also work on the Project itself. They will be first in line to be exposed to any health and safety hazards that exist onsite.

In addition, Silicon Valley Residents has an interest in enforcing environmental laws that encourage sustainable development and ensure a safe working environment for its members. Environmentally detrimental projects can jeopardize future jobs by making it more difficult and more expensive for business and industry to expand in the region, and by making the area less desirable for new businesses and new residents. Continued environmental degradation can, and has, caused construction moratoriums and other restrictions on growth that, in turn, reduce future employment opportunities.

II. THE CITY MAY NOT APPROVE THE PROJECT BECAUSE THE FEIR FAILS TO ADEQUATELY ADDRESS THE PROJECT'S SIGNIFICANT IMPACTS

CEQA requires that a lead agency evaluate and provide a written response to DEIR comments raising significant environmental issues.[7] Such comments must be addressed in detail and include good faith reasoned analysis; conclusory statements unsupported by facts do not suffice.[8] A lead agency's failure to adequately respond to comments raising significant environmental issues before approving a project frustrates CEQA's informational purposes and renders the EIR legally inadequate.[9] Here, as discussed below, many of the FEIR's responses to Silicon Valley Residents' DEIR comments lack any reasoned analysis and include wholly conclusory statements unsupported by any facts. The FEIR is therefore legally inadequate under CEQA and the Commission may not recommend certification of the FEIR or approval of the Project entitlements at this time.

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[7] 14 CCR § 15088(a).
[8] 14 CCR § 15088(c).
[9] *Flanders Found. v. City of Carmel-by-the-Sea* (2012) 202 Cal.App.4th 603, 615-17; *Rural Landowners Ass'n v. City Council* (1883) 143 Cal.App.3d 1013, 1020.

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While courts review an EIR using an "abuse of discretion" standard, "the reviewing court is not to 'uncritically rely on every study or analysis presented by a project proponent in support of its position. A clearly inadequate or unsupported study is entitled to no judicial deference."[10] As the courts have explained, a prejudicial abuse of discretion occurs "if the failure to include relevant information precludes informed decision-making and informed public participation, thereby thwarting the statutory goals of the EIR process."[11] "The ultimate inquiry, as case law and the CEQA guidelines make clear, is whether the EIR includes enough detail 'to enable who did not participate in its preparation to understand and to consider meaningfully the issues raised by the proposed project.'"[12]

III. THE EIR LACKS AN ACCURATE, COMPLETE AND STABLE PROJECT DESCRIPTION

As explained in Silicon Valley Residents' DEIR Comments, the DEIR does not comply with CEQA because it fails to include an accurate, complete and stable description of the Project, rendering the DEIR's impact analysis inadequate.[13] The FEIR's response to comments fails to resolve these issues.

It is axiomatic that an EIR must "identify and focus on the significant effects of the proposed project on the environment."[14] An accurate, stable and finite project description is essential to an informative and legally sufficient EIR.[15] CEQA requires that a project be described with enough particularity that its impacts can be

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[10] *Berkeley Jets*, 91 Cal.App.4th at p. 1355 (emphasis added) (quoting *Laurel Heights I*, 47 Cal.3d at 391, 409, fn. 12).
[11] *Berkeley Jets*, 91 Cal.App.4th at p. 1355; *see also San Joaquin Raptor/Wildlife Rescue Center v. County of Stanislaus* (1994) 27 Cal.App.4th 713, 722 (error is prejudicial if the failure to include relevant information precludes informed decision making and informed public participation, thereby thwarting the statutory goals of the EIR process); *Galante Vineyards*, 60 Cal.App.4th at p. 1117 (decision to approve a project is a nullity if based upon an EIR that does not provide decision-makers and the public with information about the project as required by CEQA); *County of Amador v. El Dorado County Water Agency* (1999) 76 Cal.App.4th 931, 946 (prejudicial abuse of discretion results where agency fails to comply with information disclosure provisions of CEQA).
[12] *Sierra Club,* 6 Cal.5th at p. 516 (quoting *Laurel Heights I*, 47 Cal.3d at 405).
[13] *See* Silicon Valley Residents' DEIR Comments, pgs. 7-9.
[14] 14 CCR § 15126.2(a).
[15] *Stopthemillenniumhollywood.com v. City of Los Angeles* (2019) 39 Cal.App.5th 1, 17; *Communities for a Better Environment v. City of Richmond* ("*CBE v. City of Richmond*") (2010) 184 Cal.App.4th 70, 85–89; *County of Inyo v. City of Los Angeles* (3d Dist. 1977) 71 Cal.App.3d 185, 193.

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assessed.[16] The project description is therefore the foundation for the evaluation of a project's environmental impacts.

Here, though, the City fails to comply with these basic CEQA principles by failing to base its analysis on the Project's characteristics set forth in the DEIR's project description. As discussed at length in Silicon Valley Residents' DEIR Comments, certain of the City's CEQA analyses use an artificially low estimate of the number of jobs the Project is expected to generate.[17] While the DEIR's project description estimates that at full buildout the Project will employ 12,564 people, for purposes of assessing the Project's impacts on the City's jobs/housing balance and impacts arising from Project-induced population, housing and employment changes, the DEIR assumes that the Project will only employ 6,667 people. The latter figure is derived from the employee generation rate used in the City's General Plan, which was adopted in 2010. In other words, the City states in the DEIR for this Project that it expects the proposed Project will generate nearly double the number of employees than previously estimated for the Project site using the employee generation rate set forth in the General Plan. Rather than using the actual number of employees the Project is expected to add, the City uses the much lower number to analyze Project impacts, which leads to an unrealistic assessment of the Project's reasonably foreseeable significant impacts.

Rather than correct the errors pointed out in Silicon Valley Residents' DEIR Comments, the FEIR's responses to comments attempt to justify the City's approach. As discussed below, these responses lack merit and the EIR continues to violate CEQA.

In the FEIR, the City disagrees that the Draft EIR did not clearly or consistently describe the number of employees on the Project site at full build-out or that the approach the City selected and described in the Draft EIR rendered the Project description unstable.[18] The City claims that using a different employment generation rate than is set forth in the DEIR is permitted by CEQA because (1) CEQA does not direct any specific methodology for employment assumptions, and (2) the DEIR clearly identifies and explains the use and employment generation

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[16] CEQA Guidelines § 15124; *see Laurel Heights Improvement Assn. v. Regents of the Univ. of Cal.* (1988) 47 Cal.3d 376, 192–193; *see also El Dorado County Taxpayers for Quality Growth v. County of El Dorado* (2004) 122 Cal.App.4th 1591, 1597 ("An accurate and complete project description is necessary to fully evaluate the project's potential environmental effects.")
[17] Silicon Valley Residents' DEIR Comments, pgs. 7-14.
[18] FEIR, pg. 3-195.

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assumptions in the EIR as well as the purpose of such assumptions.[19] According to the FEIR, "the basic components of the Project remained accurate, stable, and finite, and the methodology used to assess the impacts of the Project in the Draft EIR was clearly explained throughout for the public."[20]

The City's response is not only factually incorrect, but its reasoning completely subverts the EIR's purpose, which is to serve as a vehicle for intelligent public participation in the decision-making process.[21] The City's responses simply ignore the underlying defect: the EIR fails to evaluate the Project's impacts using the number of employees the Project is actually expect to generate. If the City's view was correct then a project description would be virtually meaningless as long as it explains why it disregarded the project description. Explaining why the City used a clearly misleading methodology does not cure the defect and appears to be an attempt to categorize the issue as a dispute about methodology in order to seek favorable case law with the courts. And while it is true that CEQA does not provide any specific methodology for employment assumptions, it does require the EIR to "examine the changes to existing environmental conditions that would occur in the affected area if the proposed project were implemented."[22] Using an employee generation rate that does not reflect the actual change in employment expected to result from the Project impermissibly skews the analysis in violation of CEQA.

In addition, the City attempts to justify its use of the significantly lower employee generation rate by stating that "the Project requires a General Plan amendment to the existing High-Intensity Office/R&D land use designation…to consolidate the already-allowed office/commercial on a smaller portion of the Project site."[23] Because of this, "an analysis of consistency with General Plan policies, an overstatement of impacts and/or confusion about consistency (or inconsistency) with the General Plan policies could occur if the City were to use a different employee generation rate than that used by the General Plan itself in the development and analysis of those policies."[24] This entirely misses the point. The City is required to assess whether *actual expected Project impacts* are consistent with General Plan policies, not whether the General Plan's prior assumptions about the Project site are consistent with the General Plan policies. The City's responses are nonsensical.

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[19] FEIR, pg. 3-195.
[20] FEIR, pg. 3-197.
[21] *County of Inyo v. City of Los Angeles* (1977) 71 Cal.3d 185, 197.
[22] CEQA Guidelines § 15126.2(a); *San Joaquin Raptor Rescue Ctr. V. County of Merced* (2007) 149 CA4th 645.
[23] FEIR, pg. p. 3-198.
[24] FEIR, pg. p. 3-198.

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Indeed, the City's approach artificially manufactures Project consistency with the City's General Plan; rather than comparing employment projections for the Project with the General Plan's estimates, the EIR compares the General Plan's employment estimates with itself, and of course finds consistency. This directly conflicts with the requirements of CEQA, which requires "[t]he defined project and not some different project [to] be the EIR's bona fide subject."[25]

The City cites to *Citizens for a Sustainable Treasure Island v. City & County of San Francisco, San Joaquin Raptor Rescue Center v. County of Merced,* and *City of Santee v. County of San Diego* to support its claim that an explanation of its methodology will cure an otherwise defective Project description.[26] However, none of these cases stand for the proposition that explaining an inconsistency will cure an otherwise defective Project description. In *Citizens for a Sustainable Treasure Island*, the Court upheld the Project description because even though it lacked certain design elements, those elements existed in other documents that would guide future development of the Project.[27] Here, the claim is not that the EIR lacks relevant information regarding employment generation, it is that the EIR provided such information and then the City ignored it in its CEQA analyses.

In *San Joaquin Raptor Rescue Center,* the Court held that the Project description was inconsistent when it portrayed the Project as having "no increase" in mine production while at the same time allowing for substantial increases above recent historical averages if the Project were approved.[28] The Court held that this violated CEQA because it failed to adequately apprise all interested parties of the true scope and magnitude of the Project.[29] Similarly, in *City of Santee*, the Court held that the EIR did not contain an accurate, stable and finite Project description when it evaluated a prison Project using variable figures to determine the duration of the temporary facility (i.e., from three years to seven years to an indefinite length).[30] The Court reasoned that this could not "adequately apprise all interested parties of the true scope of the Project for intelligent weighing of the environmental consequences."[31]

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[25] *Western Placer Citizens for an Agriculture & Rural Environment v County of Placer* (2006) 144 Cal.App.4th 890, 898.
[26] FEIR, pg. 3-197.
[27] *Citizens for a Sustainable Treasure Island v. City & County of San Francisco* (2014), 227 Cal.App.4th 1036, 1053.
[28] *San Joaquin Raptor Rescue Center v. County of Merced* (2007), 149 Cal.App.4th 645, 657.
[29] *San Joaquin Raptor Rescue Center v. County of Merced* (2007), 149 Cal.App.4th 645, 657.
[30] *City of Santee* (1989), 214 Cal.App.3d 1438, 1451.
[31] *City of Santee* (1989), 214 Cal.App.3d 1438, 1455.

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Like the holdings in *San Joaquin Raptor Rescue Center* and *City of Santee*, the EIR here violates CEQA by using a higher employee generation rate in the Project description and in its analysis of some environmental impacts but uses a lower employee generation rate in its analysis of the Project's consistency with Santa Clara's General Plan and impacts on population and housing. This fails to properly apprise the public of the true scope of the Project by ignoring *actual expected employment growth* which minimizes the Project's true effects.

The City also attempts to distinguish several cases relied upon in Silicon Valley Residents' DEIR comments.[32] However, those attempts fail because this EIR suffers from similar deficiencies as in the cited decisions. Specifically, this EIR's use of an employee generation rate different from the one in the Project description fails to clearly articulate the future housing needs and employment growth at the site,[33] fails to consistently describe the projected employment growth upon project build out,[34] and fails to discuss the future cumulative effects of the Project's actual projected employment generation rate.[35]

Accordingly, the City must revise and recirculate the DEIR with analysis properly based on the DEIR's project description.

IV. THE EIR'S CONCLUSIONS REGARDING THE PROJECT'S IMPACTS ARE NOT SUPPORTED BY SUBSTANTIAL EVIDENCE

The DEIR's flaws relating to the project description have serious implications for the City's ability to adequately assess the Project's environmental impacts. Under CEQA, the City's analysis is required to include evaluations of whether the Project would cause significant environmental impacts due to conflicts with land use plans and policies adopted to avoid or mitigate environmental effects.[36] The City is similarly required to analyze and disclose the Project's impact on population and housing.[37] The DEIR expressly recognizes that the Project's impacts on the City's jobs/housing balance will affect a host of other environmental impacts,

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[32] FEIR at p. 3-196.
[33] *Communities for a Better Environment v. City of Richmond* (2010), 184 Cal. 4th 70, 82 (finding that the EIR failed to clearly articulate the anticipated future potential at the site).
[34] *County of Inyo v. City of Los Angeles* (1977), CA 3rd 185, 190 (finding that the EIR failed to consistently describe various elements of the Project).
[35] *Laurel Heights Improvement Assn. v. Regents of University of California* (1988), 47 Cal. 3rd 376, 396 (finding that the EIR failed to discuss all potential cumulative effects of the whole Project).
[36] CEQA Guidelines, Appendix G, XI.b.
[37] *Id.,* XIV.

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including VMT, air pollution, GHG emissions, and traffic congestion.[38] But because the DEIR relies on an artificially low employment generation rate in its analysis of the Project's land use impacts associated with the City's jobs/housing balance, the DEIR's conclusions that the Project will not have a significant impact with respect to land use and planning and population and housing is unsupported by substantial evidence.

As discussed above, the DEIR used different employee generation rates depending on the environmental impact being analyzed. This inconsistency has profound effects on the DEIR's analysis of the Project's impacts with respect to Land Use and Planning, and Population and Housing, and in particular the City's jobs/housing balance. The Project's impact on the City's jobs housing balance is calculated from the number of the Project's new housing units and the number of employees expected to be generated from the Project's office/commercial/ R&D uses. Obviously, using an unrealistically low number of expected new jobs from the Project will directly affect this ratio. As explained at length in Silicon Valley Residents' DEIR comments, the Project will worsen the City's jobs/housing balance when the actual number of expected new employees is considered.[39]

In the FEIR, "the City acknowledges that the Draft EIR uses the General Plan employment assumptions to compare the Project for land use and planning purposes, including the City's policies related to the jobs/housing balance…" [40] In other words, the City concedes that in evaluating whether the Project would conflict with the General Plan's policies regarding jobs/housing balance, it did not consider the actual expected impacts of the Project, but rather "uses the General Plan employment assumptions" to compare the Project to the City's policies. The City essentially admits that it failed to provide an accurate analysis of the Project's true impacts, and instead relies on misinformation that undermines the ability to meaningfully assess the Project's impacts.

Similarly, in assessing the City's housing needs associated with the Project's generation of thousands of new employees, the DEIR's population and housing analysis improperly assumes that the Project will only generate a total of 6,667 office/R&D employees (based on the General Plan employee generation rate), rather than the 12,564 employees set forth in the project description. In assessing housing needs for new Project-generated employees, the DEIR assumes only 544 net new

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[38] DEIR, pg. 3.1-5.
[39] Silicon Valley Residents' DEIR Comments, pgs. 9-12.
[40] FEIR, pg. 3-198.

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employees (consisting of neighborhood retail, childcare and multifamily residential employees not accounted for in the General Plan projections). Using this misleading assumption, the City projects that "the Project's total demand for housing units to support employment would amount to approximately 349 units."[41] This is calculated based on 544 employees/1.56 workers per household.[42]

The City's analysis ignores the fact that the Project is actually expected to generate 12,564 employees, which is 5,897 employees over what was assumed in the General Plan. The Project's housing demand to support the additional 5,897 employees anticipated from the Project actually amounts to 3,780 units (5,897 employees/1.56 workers per household). This is more than double the 1,800 units the Project is expected to provide at build-out.

Despite detailed comments on the DEIR explaining these errors, the FEIR fails to directly address them or correct the errors. The City simply asserts that, notwithstanding the obvious flaws, its conclusions are supported by substantial evidence.[43] It points to the definition of 'substantial evidence' in CEQA Guidelines Section 15384(a), to argue that there is substantial evidence to support the use of the General Plan employee assumption in the comparison of the Project's consistency with the General Plan land use policies.[44] The City also relies on *Laurel Heights Improvement Assn. v. Regents of University of California*, which states that "a court may not set aside an agency's approval of an EIR on the ground that an opposite conclusion would have been equally or more reasonable."[45]

The City misconstrues the 'substantial evidence' standard as a mechanism to excuse the use of incorrect facts in EIR impact analyses. The substantial evidence standard requires "enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion."[46] Providing incorrect information and expecting the public to draw inferences about the Project's actual impacts, is directly contradictory to one of CEQA's primary purposes of "identification of a project's significant environmental effects."[47]

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[41] DEIR, pg. 3.12-10.
[42] *Id.*, fn. 32.
[43] FEIR, pg. 3-198 and 3-200.
[44] FEIR, pg. 3-198.
[45] *Laurel Heights Improvement Assn. v. Regents of University of California* (1988), 47 Cal.3d 376, 393.
[46] CEQA Guidelines § 15384.
[47] CEQA § 13.2.11.

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The City similarly misapplies *Laurel Heights* in an attempt to justify its use of misleading information about the Project's impacts. The passage quoted by the City relates to weighing conflicting evidence regarding the significance of a project's impacts. The issue here is not whether there is conflicting evidence regarding the Project's impacts. Rather, it is whether the City may use assumptions that do not reflect the described characteristics of the Project when analyzing the Project's impacts, and CEQA is clear that it may not.

For the foregoing reasons, and the reasons set forth in Silicon Valley Residents' DEIR Comments, the EIR for the Project is wholly inadequate and the City must prepare and circulate a revised DEIR that accurately analyzes and discloses the Project's expected impacts relating to employment assumptions.

V. THE EIR FAILS TO ADEQUATELY ANALYZE THE PROJECT'S ENVIRONMENTAL IMPACTS FROM THE DISPLACEMENT OF LEVI'S STADIUM PARKING

As explained in detail in Silicon Valley Residents' DEIR Comments, the Project site currently provides 3,300 parking spaces for events at nearby Levi's Stadium, which represents approximately 16% of the 21,000 parking spaces "located within a short walking distances of Levi's Stadium."[48] The DEIR concedes that the Project may eliminate some indeterminate number of stadium parking spaces but includes no analysis of the potentially significant impacts associated with the displacement of stadium parking.[49] California courts have recognized that a project's impact on vehicle parking is a physical impact that may constitute a significant effect on the environment;[50] at a minimum, the "secondary effects of scarce parking on traffic and air quality" is an environmental impact that requires analysis under CEQA.[51] Indeed, in the FEIR's response to Silicon Valley Residents' DEIR comments, the City concedes that "secondary impacts from the potential for cars to circle in a neighborhood looking for parking can be CEQA impacts and necessary to analyze."[52] Despite this concession, the FEIR includes no analysis of

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[48] DEIR, pg. 3.2-3; see also, https://www.santaclaraca.gov/our-city/santa-clara-stadium-authority/experience-levi-s-stadium/levi-s-stadium-information, last accessed on December 26, 2023.
[49] DEIR, pg. 3.2-3.
[50] *Taxpayers for Accountable Sch. Bond Spending v. San Diego Unified Sch. Dist.*, 215 Cal. App. 4th 1013, 1051 (2013) ["*Taxpayers*"].
[51] *San Franciscans Upholding the Downtown Plan v. City & Cnty. of San Francisco,* 102 Cal. App. 4th 656, 697 (2002) [*"SFUDP"*]; *Covina Residents for Responsible Dev. v. City of Covina*, 21 Cal. App. 5th 712, 728 (2018) ["*Covina*"]; *Taxpayers*, 215 Cal. App. 4th at 1052.
[52] FEIR, pg. 3-204.

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these issues. The EIR remains defective because the City has failed to evaluate and disclose any of the impacts associated with the Project's displacement of Levi Stadium parking, in violation of CEQA.

The DEIR's treatment of parking issues as inconsequential, and the FEIR's failure to remedy this flaw, ignores the environmental harms that could arise from a reduction in parking availability for stadium patrons. As discussed in Silicon Valley Residents' DEIR Comments, courts have consistently underscored the importance of considering parking deficits' environmental impacts under CEQA.[53] A loss of stadium parking due to Project construction and operations is likely to exacerbate traffic congestion and public safety, increase vehicle emissions, affect air quality, and contribute to noise pollution. Indeed, stadium events already routinely cause major traffic jams and road closures affecting areas surrounding the stadium.[54] Despite the FEIR's express recognition that such secondary impacts from parking scarcity may require CEQA analysis, the City declines to even consider, analyze or disclose such impacts. The DEIR must be revised to include an analysis of the potentially significant environmental impacts resulting from the expected reduction of Levi's Stadium parking.

VI. THE PLANNING COMMISSION CANNOT MAKE THE REQUISITE FINDINGS TO RECOMMEND APPROVAL OF THE PROJECT'S ENTITLEMENTS

The Project requires the City to issue several discretionary approvals, including a general plan amendment ("GPA"), a tentative subdivision map, and a development agreement.[55] As an initial matter, each of these entitlements require that the Planning Commission (and ultimately the City Council) find that the Project is consistent with the City's General Plan.[56] As discussed above, the City's failure to properly analyze the Project's employment-related impacts precludes a finding that the Project is consistent with the City's General Plan. Additionally, for the reasons discussed below, the Commission may not make the required findings

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[53] *See SFUDP*, 102 Cal. App. 4th at 697; *Covina*, 21 Cal. App. 5th at 728; *Taxpayers*, 215 Cal. App. 4th at 1052.

[54] *See e.g.,* https://www.sfgate.com/49ers/article/49ers-cowboys-game-traffic-jam-17734652.php; https://www.cbsnews.com/sanfrancisco/news/santa-clara-wednesday-rolling-stones-concert-traffic-advisory-levis-stadium/ .

[55] DEIR, pgs. 2-37–2-38.

[56] *See* City of Santa Clara Agenda Report for October 23, 2024 Planning Commission meeting, Proposed Resolution Approving General Plan Amendment ("Staff Report"), pg. 3 of 5; Santa Clara City Code §17.05.300(h) (Vesting Tentative Tract Map findings); Santa Clara City Code § 17.10.180 (Development Agreement findings).

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that the Project is consistent with the General Plan and therefore may not recommend Project approval to the City Council.

A project, like this one, that includes a GPA requires that the City make the following findings in order to approve the Project:

A. The proposed amendment is deemed to be in the public interest;
B. The proposed General Plan Amendment is consistent and compatible with the rest of the General Plan and any implementation programs that may be affected;
C. The proposed amendment has been processed in accordance with the applicable provisions of the California Government Code and the California Environmental Quality Act. (CEQA); and
D. The potential impacts of the proposed amendment have been assessed and have been determined not to be detrimental to the public health, safety, or welfare.[57]

The City cannot make these findings because, as discussed above, the DEIR fails to adequately analyze and address the Project's significant impacts, and the FEIR fails to remedy these defects. These failures create inconsistencies with General Plan policies, which also precludes the city from finding that there will be no detrimental effects to public health, safety, and welfare.

Finding B, above, requires that the City determine that the proposed amendment to the General Plan would be consistent and compatible with the rest of the General Plan. Here, the proposed GPA seeks to change the current Project site designation from High-Intensity Office/R&D to Urban Center Mixed Use.[58] As discussed above, the FEIR fails to adequately analyze and address the Project's significant impacts arising from significant employment increases, leading to inconsistencies with the General Land Use and Air Quality policies in the City's General Plan.[59]

For example, General Land Use policy 5.3.1-P18 requires the City to "[m]eter net new industrial and commercial development excluding 'Approved/Not Constructed and Pending Projects' […] so as not to exceed 2.75 million square feet

[57] Staff Report, Proposed Resolution Approving General Plan Amendment, pgs. 2-4.
[58] DEIR, pg. 2-37.
[59] City of Santa Clara 2010-2035 General Plan, available at: https://www.santaclaraca.gov/home/showpublisheddocument/56139/636619791319700000

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in Phase I, 5.5 million square feet in Phase II and 5.5 million square feet in Phase III in order to maintain the city's jobs/housing balance and ensure adequate infrastructure and public services."[60] This policy underscores the City's commitment to maintaining a balanced jobs/housing ratio.

The EIR undermines this goal by using the General Plan's lower employee generation rate (one employee per 450 square feet of office/R&D uses) rather than the rate used in the Project Description (one employee per 250 square feet of office/R&D uses). This fails to properly disclose the actual effect the Project would have on the City's jobs/housing ratio. As previously explained, the Project's actual job creation estimates would nearly double the number of expected employees on the Project site and lead to an increase in the jobs/housing ratio. The EIR also significantly underestimates the number of housing units required to support Project-related employment growth. The EIR greatly underestimates the Project's actual expected impacts on the City's needs for housing and expected job growth as compared to what was forecast in the General Plan, and therefore undermines the General Plan policy of maintaining a balanced jobs/housing ratio.

Similarly, General Plan Air Quality Policy 5.10.2-P2 requires the City to "[e]ncourage development patterns that reduce vehicle miles traveled and air pollution."[61] This illustrates the City's goal of lowering VMT and air pollution levels.

The DEIR's inadequate disclosure and analysis of the Project's actual impacts directly conflicts with this policy goal. The DEIR recognizes that the Project's impacts on the City's jobs/housing balance will affect a host of other environmental impacts, including VMT, air pollution, GHG emissions, and traffic.[62] Despite this recognition, the DEIR fails to consistently use the expected employment figures projected for this Project, which minimizes the Project's true impacts.

Finding C, above, requires that the City determine that the proposed amendment to the General Plan would not be detrimental to the public health, safety, or welfare of the community.

The City cannot make this finding because it has not adequately addressed the project's significant impacts. As discussed above, the FEIR fails to adequately

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[60] City of Santa Clara 2010-2035 General Plan, General Land Use Policy § 5.3.1-P18.
[61] City of Santa Clara 2010-2035 General Plan, Air Quality Policy § 5.10.2-P2.
[62] DEIR, pg. 3.1-12.

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resolve these issues or to mitigate all of the Project's potentially significant impacts. Specifically, the EIR still lacks an accurate, complete, and stable project description; and the DEIR's conclusions regarding the Project's environmental impacts (e.g., land use and planning, housing and population, and impacts from displacement of stadium parking) are unsupported by substantial evidence. These unaddressed impacts may be detrimental to the public health, safety, or welfare of the community. As such, the City may not approve the GPA until it revises the DEIR to adequately analyze and mitigate the Project's significant impacts and incorporate all feasible mitigation measures to avoid or minimize these impacts to the greatest extent feasible.

Similarly, before approving the Project's proposed development agreement, tentative subdivision map and rezoning, the City must also find that the Project is consistent with the General Plan.[63] The City cannot make the findings required to approve the development agreement, tentative subdivision map or rezoning for the same reasons as stated above.

In short, the EIR's failure to address the Project's significant impacts preclude the Planning Commission from making the findings required to recommend approval of the Project. Therefore, the Planning Commission cannot recommend certification of the FEIR or approval of the Project entitlements without a revised and recirculated DEIR that accurately analyzes and discloses the Project's significant environmental effects.

VII. CONCLUSION

For the reasons discussed above, the EIR for the Project is wholly inadequate under CEQA. It must be revised to provide legally adequate analysis of, and mitigation for, all of the Project's potentially significant impacts. These revisions

[63] Santa Clara City Code § 17.10.180 ("Before the City Council may approve a development agreement with or without modifications, it must find that its provisions are consistent with the general plan and any applicable specific plans and relevant City policies and guidelines for development."); Santa Clara City Code § 17.05.300(h)(5); Santa Clara Zoning Ordinance Chapter 18.02.050 ("the Council intends that this Zoning Code be consistent with the General Plan and any applicable specific plan, and that any development, land use, or subdivision approved in compliance with this Zoning Code shall also be consistent with the General Plan and any applicable specific plan."); Cal. Gov. Code § 65860 ("County or city zoning ordinances shall be consistent with the general plan…A zoning ordinance shall be consistent with a city or county general plan only if both of the following conditions are met: (1) the city or county has officially adopted a plan, (2) the various land uses authorized by the ordinance are compatible with the objectives, policies, general land uses, and programs specified in the plan.").

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will necessarily require that the DEIR be recirculated for additional public review and comment. Until the DEIR has been revised and recirculated, the City may not lawfully approve the Project. The City also cannot make the required findings under the City Code.

Thank you for your consideration of these comments. Please include them in the record of proceedings for the Project.

Sincerely,

Richard Franco

RMF:acp

5936-008acp

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From:	Planning Public Comment
To:	Ali Sapirman; Planning Public Comment; Lesley Xavier
Cc:	Lesley Xavier; Corey Smith; Alexander Abbe
Subject:	RE: Mission Point Letter of Support
Date:	Wednesday, October 23, 2024 4:01:14 PM
Attachments:	Misson Point letter of support -4.pdf image001.png image003.png

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Hello,
Your email has been received in the Planning Division and will be part of the public record on this item.

Thank you,

ELIZABETH ELLIOTT | Staff Aide II
Community Development Department | Planning Division
1500 Warburton Avenue | Santa Clara, CA 95050
O : 408.615.2450 Direct : 408.615.2474

From: Ali Sapirman <ali@housingactioncoalition.org>
Sent: Wednesday, October 23, 2024 1:18 PM
To: Planning Public Comment <PlanningPublicComment@santaclaraca.gov>
Cc: Lesley Xavier <LXavier@santaclaraca.gov>; Corey Smith <corey@housingactioncoalition.org>
Subject: Mission Point Letter of Support

You don't often get email from ali@housingactioncoalition.org. Learn why this is important

Please see the attached letter of support on behalf of the Housing Action Coalition.

--
Ali Sapirman | Pronouns: They/Them
Advocacy & Policy Manager | Housing Action Coalition
555 Montgomery St, San Francisco, CA 94111
Cell: (407) 739-8818 | Email: ali@housingactioncoalition.org

To opt out of all HAC emails, respond to this email with "unsubscribe all".

555 Montgomery Street
Suite 720
San Francisco, CA 94111
info@housingactioncoalition.org
housingactioncoalition.org

October 23, 2024

Dear Members of the Planning Commission,

The Housing Action Coalition is a member-supported nonprofit that advocates for creating more housing for residents of all income levels to help alleviate the Bay Area and California's housing shortage, displacement, and affordability crisis.

We write in support of the Mission Point project by Kylli, which we proudly endorsed. Today, the site is made up of four small, outdated office buildings and acres of underutilized surface parking. The site was also previously entitled for 3 million square feet of tech office space. Neither of these are public facing, nor do they contain parks or significant open green space. However, Kylli designed Mission Point to become a destination for residents of the City of Santa Clara and the region by proposing a mixed-use development with much-needed housing, desirable ground-floor retail, and more than seven acres of publicly accessible park space.

Mission Point will create parks and open space that is currently lacking in this part of Santa Clara. The Kylli team designed the project to make open space the focal point, and moved the parking underground. It has also been designed not to be contained, but connected to the Patrick Henry Specific Plan area, as well as the existing bike trail network. The open space will contain walk/bike trails throughout and provide a valuable link between the Tasman Drive corridor and the future trail network. This is a vast improvement from the site today, which contains almost 100% impervious surfaces.

We respectfully ask that you recommend the approval of Mission Point without any delays.

Corey Smith, *Executive Director*
Housing Action Coalition (HAC)

Ali Sapirman

Ali Sapirman, Advocacy & Policy Manager
Housing Action Coalition (HAC)

From:	Planning Public Comment
To:	Allie Hughes; Planning Public Comment; Lesley Xavier
Cc:	Jennifer Johnson; Seher Awan; Cade Story-Yetto; Marie Keith; Candice Brooks; Alexander Abbe
Subject:	RE: Letter of Support for Item 2 24-122 on the 10/23/24 Planning Commission Agenda
Date:	Wednesday, October 23, 2024 3:59:56 PM
Attachments:	image001.png Mission Point Letter of Support - Mission College.pdf image002.png

---

Thank you for your email, it has been received in the Planning Division and will be part of the public record on this item.

ELIZABETH ELLIOTT | Staff Aide II
Community Development Department | Planning Division
1500 Warburton Avenue | Santa Clara, CA 95050
O : 408.615.2450 Direct : 408.615.2474

City of Santa Clara
The Center of What's Possible

From: Allie Hughes <alliehughes@canyonsnow.com>
Sent: Wednesday, October 23, 2024 12:50 PM
To: Planning Public Comment <PlanningPublicComment@santaclaraca.gov>
Cc: Jennifer Johnson <jenniferjohnson@canyonsnow.com>; Seher Awan <Seher.Awan@missioncollege.edu>; Cade Story-Yetto <Cade.Story-Yetto@wvm.edu>; Marie Keith <Marie.Keith@missioncollege.edu>; Candice Brooks <candice.brooks@missioncollege.edu>
Subject: Letter of Support for Item 2 24-122 on the 10/23/24 Planning Commission Agenda

You don't often get email from alliehughes@canyonsnow.com. Learn why this is important

On behalf of Dr. Awan at Mission College, please see the letter of support for Kylli's Mission Point project (item 2 24-122) attached below.

All my best,
Allie
--

Allie Hughes, MPA
Government Affairs Manager
Canyon Snow Consulting, LLC
408-375-0142
alliehughes@canyonsnow.com
www.canyonsnow.com

CanyonSnow
CONSULTING

PRESIDENT'S OFFICE

October 22, 2024

RE: MISSION POINT PROJECT – MISSION COLLEGE LETTER OF SUPPORT

To the Santa Clara Planning Commission,

On behalf of Mission College, I would like to encourage your approval of the Mission Point project before you this evening. This project represents the kind of growth that makes sense for our city – it brings 1,800 much-needed new residences, as well as new community gathering spaces and services to Santa Clara.

Our mission at Mission College is to support the students and employees of Mission College, while creating opportunities for educational attainment, workforce development, career enhancement, and engaging events for our Santa Clara community. With the immediate proximity to amenities for Mission College students and employees, the new residential opportunities, as well as the parks and trails that this brings to the city; Mission Point directly aligns with and will contribute to our mission.

We are hopeful that you will support this project and look forward to the positive impacts of this project on not just our students and campus community, but the Santa Clara Community as a whole. We thank you for your dedication and service. Mission College supports this proposal without reservation, and I am available to provide any additional information via email at seher.awan@missioncollege.edu or phone (323) 362-3477. Thank you for your time and consideration.

Sincerely,

Seher Awan, Ed.D., MBA, MPA
President, Mission College

Lesley Xavier

From: Calum Brydon <[redacted]>
Sent: Thursday, September 19, 2024 12:29 PM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

You don't often get email from [redacted] Learn why this is important

Planning Staff Lesley Xavier,

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

Specifically, the project includes:

Sustainable Urban design: The project transforms underutilized parking lots into 1,800 new homes near public transit options, promoting increased walkability and reducing car dependency by 25%

Environmental Sustainability: With underground parking and enhanced connectivity to the Patrick Henry Specific Plan area and existing bike trails, Mission Point prioritizes pedestrian and cycling infrastructure over vehicle use. The project also aims for LEED certifications, reflecting high environmental standards. Moreover, the project will be landscaped with drought resistant plants and greenery to promote environmental and mental wellness.

Enhanced Community benefits: Kylli's Mission Point proposes over seven acres of publicly accessible park space, turning a largely impervious site into a green, vibrant hub with opportunities for community to gather. Moreover, Mission Point will connect existing trails, promoting physical wellness and outdoor activities. The proposal also includes a child care facility with designated outdoor green space for the children to safely play outside.

Please move this project forward without delay!

Calum Brydon
[redacted]

Lesley Xavier

From: Joe Macias [redacted] >
Sent: Thursday, September 19, 2024 12:32 PM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

You don't often get email from [redacted] Learn why this is important

Planning Staff Lesley Xavier,

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

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Please move this project forward without delay!

Joe Macias
[redacted]

Lesley Xavier

From: Andrew Siegler <[redacted]
Sent: Thursday, September 19, 2024 12:32 PM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

You don't often get email from [redacted] Learn why this is important

Planning Staff Lesley Xavier,

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

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Please move this project forward without delay!

Andrew Siegler
[redacted]

Lesley Xavier

From: Ilya Gurin <[redacted]
Sent: Monday, September 16, 2024 8:25 PM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

Follow Up Flag: Follow up
Flag Status: Flagged

You don't often get email from [redacted] Learn why this is important

Planning Staff Lesley Xavier,

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

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Please move this project forward without delay!

Lesley Xavier

From: Alexa Kaskowitz <[redacted]>
Sent: Thursday, September 19, 2024 12:41 PM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

You don't often get email from [redacted] Learn why this is important

Planning Staff Lesley Xavier,

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

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Please move this project forward without delay!

Alexa Kaskowitz
[redacted]

Lesley Xavier

From: Flora Moreno de Thompson [redacted] >
Sent: Thursday, September 19, 2024 12:49 PM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

Planning Staff Lesley Xavier,

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

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Please move this project forward without delay!

Flora Moreno de Thompson
[redacted]
350 North 4th Street
San Jose, California 95112

Lesley Xavier

From: Carla Yonan [redacted]
Sent: Thursday, September 19, 2024 1:34 PM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

Planning Staff Lesley Xavier,

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

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Please move this project forward without delay!

Carla Yonan

[redacted]

Sunnyvale, California 94089

Lesley Xavier

From: Kendra Hershey [redacted]>
Sent: Thursday, September 19, 2024 1:26 PM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

Planning Staff Lesley Xavier,

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

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Please move this project forward without delay! The housing shortage directly causes housing unaffordability, and increasing the housing supply is critical.

Kendra Hershey

[redacted]

Lesley Xavier

From: Seth Barberee [redacted]
Sent: Thursday, September 19, 2024 1:25 PM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

Planning Staff Lesley Xavier,

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

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Please move this project forward without delay!

Seth Barberee

[redacted]

481 Northlake Drive
San Jose, California 95117

Lesley Xavier

From: Zach Hilton [redacted]>
Sent: Thursday, September 19, 2024 1:24 PM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

Planning Staff Lesley Xavier,

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

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Environmental Sustainability: With underground parking and enhanced connectivity to the Patrick Henry Specific Plan area and existing bike trails, Mission Point prioritizes pedestrian and cycling infrastructure over vehicle use. The project also aims for LEED certifications, reflecting high environmental standards. Moreover, the project will be landscaped with drought resistant plants and greenery to promote environmental and mental wellness.

Enhanced Community benefits: Kylli's Mission Point proposes over seven acres of publicly accessible park space, turning a largely impervious site into a green, vibrant hub with opportunities for community to gather. Moreover, Mission Point will connect existing trails, promoting physical wellness and outdoor activities. The proposal also includes a child care facility with designated outdoor green space for the children to safely play outside.

Please move this project forward without delay!

Zach Hilton
[redacted]
981 3rd St
Gilroy, California 95020

Lesley Xavier

From: Mary Beth Train [redacted]>
Sent: Thursday, September 19, 2024 3:07 PM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

Planning Staff Lesley Xavier,

This looks like a worthwhile project. It's surrounded by office buildings; some of which in the future could be repurposed into mixed use structures. It's close to the Tasman light rail and free exits. Great America will go out of business in a few years. This is a changing neighborhood and more 24/7 use could be healthy for Santa Clara city as a whole.

I know that you know the details below, and they bear repeating

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

Specifically, the project includes:

Sustainable Urban design: The project transforms underutilized parking lots into 1,800 new homes near public transit options, promoting increased walkability and reducing car dependency by 25%

Environmental Sustainability: With underground parking and enhanced connectivity to the Patrick Henry Specific Plan area and existing bike trails, Mission Point prioritizes pedestrian and cycling infrastructure over vehicle use. The project also aims for LEED certifications, reflecting high environmental standards. Moreover, the project will be landscaped with drought resistant plants and greenery to promote environmental and mental wellness.

Enhanced Community benefits: Kylli's Mission Point proposes over seven acres of publicly accessible park space, turning a largely impervious site into a green, vibrant hub with opportunities for community to gather. Moreover, Mission Point will connect existing trails, promoting physical wellness and outdoor activities. The proposal also includes a child care facility with designated outdoor green space for the children to safely play outside.

Lesley Xavier

From: Jose Medeiros <[redacted]>
Sent: Thursday, September 19, 2024 2:39 PM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

Planning Staff Lesley Xavier,

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

Specifically, the project includes:

Sustainable Urban design: The project transforms underutilized parking lots into 1,800 new homes near public transit options, promoting increased walkability and reducing car dependency by 25%

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Enhanced Community benefits: Kylli's Mission Point proposes over seven acres of publicly accessible park space, turning a largely impervious site into a green, vibrant hub with opportunities for community to gather. Moreover, Mission Point will connect existing trails, promoting physical wellness and outdoor activities. The proposal also includes a child care facility with designated outdoor green space for the children to safely play outside.

Please move this project forward without delay!

Jose Medeiros
[redacted]

Campbell, California 95150

Lesley Xavier

From: Kathryn Hedges <[redacted]>
Sent: Thursday, September 19, 2024 2:55 PM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

Planning Staff Lesley Xavier,

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

Specifically, the project includes:

Sustainable Urban design: The project transforms underutilized parking lots into 1,800 new homes near public transit options, promoting increased walkability and reducing car dependency by 25%

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Enhanced Community benefits: Kylli's Mission Point proposes over seven acres of publicly accessible park space, turning a largely impervious site into a green, vibrant hub with opportunities for community to gather. Moreover, Mission Point will connect existing trails, promoting physical wellness and outdoor activities. The proposal also includes a child care facility with designated outdoor green space for the children to safely play outside.

Please move this project forward without delay!

Kathryn Hedges
[redacted]
158 E Saint John St, 516
San Jose, California 95112

Lesley Xavier

From: Kate Conley <[redacted]
Sent: Thursday, September 19, 2024 3:24 PM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

Planning Staff Lesley Xavier,

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

Specifically, the project includes:

Sustainable Urban design: The project transforms underutilized parking lots into 1,800 new homes near public transit options, promoting increased walkability and reducing car dependency by 25%

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Enhanced Community benefits: Kylli's Mission Point proposes over seven acres of publicly accessible park space, turning a largely impervious site into a green, vibrant hub with opportunities for community to gather. Moreover, Mission Point will connect existing trails, promoting physical wellness and outdoor activities. The proposal also includes a child care facility with designated outdoor green space for the children to safely play outside.

Please move this project forward without delay!

Kate Conley
[redacted]

Mountain View, California 94041

Lesley Xavier

From: Amie Ashton [redacted]>
Sent: Thursday, September 19, 2024 3:51 PM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

Planning Staff Lesley Xavier,

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

We need more of this kind of dense housing across the Bay Area if we are to meet our climate goals and house more of our workers locally. Provide an example to all of us and approve this amazing project without delay.

Amie Ashton

Amie Ashton
[redacted]
555 BRYANT ST # 231
PALO ALTO, California 94301

Lesley Xavier

From: Maria Hernandez [redacted]
Sent: Thursday, September 19, 2024 4:14 PM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

Planning Staff Lesley Xavier,

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

Specifically, the project includes:

Sustainable Urban design: The project transforms underutilized parking lots into 1,800 new homes near public transit options, promoting increased walkability and reducing car dependency by 25%

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Enhanced Community benefits: Kylli's Mission Point proposes over seven acres of publicly accessible park space, turning a largely impervious site into a green, vibrant hub with opportunities for community to gather. Moreover, Mission Point will connect existing trails, promoting physical wellness and outdoor activities. The proposal also includes a child care facility with designated outdoor green space for the children to safely play outside.

Please move this project forward without delay!

Maria Hernandez
[redacted]

San Jose, California 95127

Lesley Xavier

From: Allan Campbell [redacted]
Sent: Sunday, September 22, 2024 5:33 PM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

Planning Staff Lesley Xavier,

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

Specifically, the project includes:

Sustainable Urban design: The project transforms underutilized parking lots into 1,800 new homes near public transit options, promoting increased walkability and reducing car dependency by 25%

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Please move this project forward without delay!

Allan Campbell
[redacted]
3162 Isadora Dr
San Jose, California 95132

Lesley Xavier

From: Joseph Chuang <[redacted]>
Sent: Sunday, September 22, 2024 12:10 AM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

Planning Staff Lesley Xavier,

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

Specifically, the project includes:

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Please move this project forward without delay!

Joseph Chuang
[redacted]
460 Channing Ave Apt G,
Palo Alto, California 94301

Lesley Xavier

From: Leslie Brown [redacted] >
Sent: Friday, September 20, 2024 1:28 PM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

Planning Staff Lesley Xavier,

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

Specifically, the project includes:

Sustainable Urban design: The project transforms underutilized parking lots into 1,800 new homes near public transit options, promoting increased walkability and reducing car dependency by 25%

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Enhanced Community benefits: Kylli's Mission Point proposes over seven acres of publicly accessible park space, turning a largely impervious site into a green, vibrant hub with opportunities for community to gather. Moreover, Mission Point will connect existing trails, promoting physical wellness and outdoor activities. The proposal also includes a child care facility with designated outdoor green space for the children to safely play outside.

I worked for the City of Santa Clara for 17 years, and this type of development would be incredibly beneficial to the City and its residents while supporting the community values that I know are still strong throughout Santa Clara.

Please move this project forward without delay!

Lesley Xavier

From: Phuong-Anh Bui <[redacted]
Sent: Friday, September 20, 2024 9:10 AM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

Planning Staff Lesley Xavier,

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

Specifically, the project includes:

Sustainable Urban design: The project transforms underutilized parking lots into 1,800 new homes near public transit options, promoting increased walkability and reducing car dependency by 25%

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Please move this project forward without delay!

Phuong-Anh Bui

[redacted]

San Jose, California 95126

Lesley Xavier

From: Blair MacDonald <[redacted]
Sent: Friday, September 20, 2024 9:05 AM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

Planning Staff Lesley Xavier,

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

Specifically, the project includes:

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Please move this project forward without delay!

Blair MacDonald

[redacted]

Mountain View, 94043

Lesley Xavier

From: Eileen Conner <[redacted]>
Sent: Thursday, September 19, 2024 8:29 PM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

Planning Staff Lesley Xavier.

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

Specifically, the project includes:

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Please move this project forward without delay!

Eileen Conner
[redacted]
355 Velarde St
Mountain View, California 94041

Lesley Xavier

From: Aaron Green [redacted]>
Sent: Friday, September 20, 2024 8:35 AM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

Planning Staff Lesley Xavier,

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

Specifically, the project includes:

Sustainable Urban design: The project transforms underutilized parking lots into 1,800 new homes near public transit options, promoting increased walkability and reducing car dependency by 25%

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Enhanced Community benefits: Kylli's Mission Point proposes over seven acres of publicly accessible park space, turning a largely impervious site into a green, vibrant hub with opportunities for community to gather. Moreover, Mission Point will connect existing trails, promoting physical wellness and outdoor activities. The proposal also includes a child care facility with designated outdoor green space for the children to safely play outside.

Please move this project forward without delay!

Aaron Green

[redacted]

San Jose, California 95126

Lesley Xavier

From: Jamie Keith <[redacted]>
Sent: Friday, September 20, 2024 11:03 AM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

Planning Staff Lesley Xavier,

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

Specifically, the project includes:

Sustainable Urban design: The project transforms underutilized parking lots into 1,800 new homes near public transit options, promoting increased walkability and reducing car dependency by 25%

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Please move this project forward without delay!

Jamie Keith
[redacted]
1275 FRUITDALE AVE
San Jose, California 95126

Lesley Xavier

From: jane Holt <[redacted]>
Sent: Friday, September 20, 2024 11:54 AM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

Planning Staff Lesley Xavier,

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

Specifically, the project includes:

Sustainable Urban design: The project transforms underutilized parking lots into 1,800 new homes near public transit options, promoting increased walkability and reducing car dependency by 25%

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Please move this project forward without delay!

jane Holt

[redacted]

Churton Avenue, 1960 Churton Ave
Los Altos, California 94024

Lesley Xavier

From: Michael Hazelton <[redacted]>
Sent: Friday, September 20, 2024 12:02 PM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

Planning Staff Lesley Xavier,

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

Specifically, the project includes:

Sustainable Urban design: The project transforms underutilized parking lots into 1,800 new homes near public transit options, promoting increased walkability and reducing car dependency by 25%

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Please move this project forward without delay!

Michael Hazelton

[redacted]

San Jose, California 95112

Lesley Xavier

From: Savita Nataraj <[redacted]
Sent: Monday, September 23, 2024 4:05 PM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

Planning Staff Lesley Xavier,

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

Specifically, the project includes:

Sustainable Urban design: The project transforms underutilized parking lots into 1,800 new homes near public transit options, promoting increased walkability and reducing car dependency by 25%.

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Enhanced Community benefits: Kylli's Mission Point proposes over seven acres of publicly accessible park space, turning a largely impervious site into a green, vibrant hub with opportunities for community to gather. Moreover, Mission Point will connect existing trails, promoting physical wellness and outdoor activities. The proposal also includes a child care facility with designated outdoor green space for the children to safely play outside.

Please move this project forward without delay!

Savita Nataraj

[redacted]

5055 Dent Avenue, 18
San Jose, California 95118

Lesley Xavier

From: Elizabeth Conlan <[redacted]>
Sent: Tuesday, September 24, 2024 7:24 PM
To: Lesley Xavier
Subject: I Support New Homes at Mission Point

Planning Staff Lesley Xavier,

I urge your support of Kylli's Mission Point project in Santa Clara, a redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and parking areas, into a vibrant mixed-use community.

Our community urgently needs the 1,800 new homes that will be built as part of the project. This type of infill development should be prevalent throughout Santa Clara County; the project transforms underutilized parking lots into new homes near public transit, promoting increased walkability and reducing car dependency.

Additionally, Mission Point proposes over seven acres of publicly accessible park space, turning a largely impervious site into a green, vibrant hub with opportunities for community to gather.

Please move this project forward without delay!

Elizabeth Conlan
[redacted]
San Jose, California 95118

Lesley Xavier

From: Dennise Jauregui [redacted]
Sent: Thursday, September 19, 2024 2:34 PM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

You don't often get email from [redacted] Learn why this is important <https://aka.ms/LearnAboutSenderIdentification>

Planning Staff Lesley Xavier,

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

Specifically, the project includes:

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Please move this project forward without delay!

Dennise Jauregui
[redacted]

Santa Clara, California 95054

<https://click.actionnetwork.org/ss/o/u001.ZbNyqOfLYPaP-d23SgKjnQ/49w/3nJ2592eSCyhSKGPJaQDXw/ho.gif>

Lesley Xavier

From: Lee Mei <[redacted]
Sent: Thursday, September 19, 2024 4:28 PM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

You don't often get email from [redacted] Learn why this is important <https://aka.ms/LearnAboutSenderIdentification>

Planning Staff Lesley Xavier,

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

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Please move this project forward without delay!

Lee Mei
[redacted]
630 BUSH ST
Mountain View, California 94041

<https://click.actionnetwork.org/ss/o/u001.ZbNyqOfLYPaP-d23SgKjnQ/49w/zlerYvlCQDaz54iDLy1i4w/ho.gif>

Lesley Xavier

From: [redacted]
Sent: Friday, September 20, 2024 5:20 PM
To: Lesley Xavier
Subject: I STRONGLY support new homes at Mission Point!

You don't often get email from [redacted] Learn why this is important <https://aka.ms/LearnAboutSenderIdentification>

Planning Staff Lesley Xavier,

I support Kylli's Mission Point project in Santa Clara.

Our region URGENTLY needs more housing.

Please please PLEASE PLEASE PLEASE move this project forward absolutely ASAP with every possible speed.

[redacted]

,

<https://click.actionnetwork.org/ss/o/u001.ZbNyqOfLYPaP-d23SgKjnQ/49y/1I87oiTHSqedCRuEQVtC5Q/ho.gif>

Lesley Xavier

From: Manmohan Mahal [redacted]
Sent: Thursday, September 19, 2024 10:16 PM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

You don't often get email from [redacted] Learn why this is important <https://aka.ms/LearnAboutSenderIdentification>

Planning Staff Lesley Xavier,

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

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Please move this project forward without delay!

Manmohan Mahal
[redacted]

Palo Alto, California 94306

<https://click.actionnetwork.org/ss/o/u001.ZbNyqOfLYPaP-d23SgKjnQ/49x/i5Ute4HGTPWzHY3yALY6TA/ho.gif>

Lesley Xavier

From: [redacted]
Sent: Thursday, September 19, 2024 1:03 PM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

You don't often get email from [redacted]. Learn why this is important <https://aka.ms/LearnAboutSenderIdentification>

Planning Staff Lesley Xavier,

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

Specifically, the project includes:

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Please move this project forward without delay!

[redacted]

,

<https://click.actionnetwork.org/ss/o/u001.ZbNyqOfLYPaP-d23SgKjnQ/49w/_CoIDWuSQ8yh7GwQgCkt3Q/ho.gif>

Lesley Xavier

From: Matt Savage <[redacted]>
Sent: Thursday, September 26, 2024 7:28 PM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

Planning Staff Lesley Xavier

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

Specifically, the project includes:

Sustainable Urban design: The project transforms underutilized parking lots into 1,800 new homes near public transit options, promoting increased walkability and reducing car dependency by 25%

Environmental Sustainability: With underground parking and enhanced connectivity to the Patrick Henry Specific Plan area and existing bike trails, Mission Point prioritizes pedestrian and cycling infrastructure over vehicle use. The project also aims for LEED certifications, reflecting high environmental standards. Moreover, the project will be landscaped with drought resistant plants and greenery to promote environmental and mental wellness.

Enhanced Community benefits: Kylli's Mission Point proposes over seven acres of publicly accessible park space, turning a largely impervious site into a green, vibrant hub with opportunities for community to gather. Moreover, Mission Point will connect existing trails, promoting physical wellness and outdoor activities. The proposal also includes a child care facility with designated outdoor green space for the children to safely play outside.

Please move this project forward without delay!

Matt Savage

[redacted]

San Jose, California 95125

Lesley Xavier

From: Jason Morrow <[redacted]>
Sent: Wednesday, October 9, 2024 12:52 AM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

Planning Staff Lesley Xavier,

I support the Mission Point project in Santa Clara because it is a much needed redevelopment that will transform an underutilized site, currently occupied by outdated office buildings and excessive parking, into a vibrant mixed-use community.

The project embraces sustainable urban development, transforming underutilized parking lots into 1,800 desperately needed new homes near public transit options, promoting walkability, and reducing car dependency.

Additionally, the development will be a boon for environmental sustainability, placing housing next the the San Tomas Aquino Creek Trail, one of the best connections to workplaces without needing to drive. With enhanced connectivity to these existing trails and the Patrick Henry Specific Plan area, as well as underground parking, Mission Point prioritizes pedestrian and cycling infrastructure over increased vehicle use and traffic. The project also aims for LEED certifications and will be landscaped with drought resistant plants and green space.

Kylli's Mission Point will also benefit the greater community, proposing over seven acres of publicly accessible park space, turning a largely impervious site into a green, vibrant hub with opportunities for community to gather. Moreover, Mission Point will connect existing trails, promoting physical wellness and outdoor activities. The proposal also includes a child care facility with designated outdoor green space for the children to safely play outside.

Please move this project forward without delay!

Jason Morrow
[redacted]

Saratoga, California 95051

Lesley Xavier

From: Dylan O'Connell <[redacted]>
Sent: Thursday, October 10, 2024 7:49 PM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

Planning Staff Lesley Xavier,

I strongly support Kylli's Mission Point project in Santa Clara. This visionary plan will transform an underutilized area into a vibrant, sustainable, mixed-use community.

Key benefits include:

- Increased Housing and Reduced Traffic: 1,800 new homes near transit will decrease car dependency by 25%.
- Environmental Responsibility: LEED certification, underground parking, and pedestrian/cycling-focused design demonstrate a commitment to sustainability.
- Community Enhancement: Seven acres of public park space, a childcare facility, and improved trail connections will foster a healthy and connected community.

Santa Clara faces a critical housing shortage, and it is absolutely essential that we act to address it. Please approve this project without delay.

Dylan O'Connell
[redacted]

Mountain View, California 94040

Lesley Xavier

From: Rachel Wuerstlin [redacted]
Sent: Monday, October 14, 2024 5:24 PM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

Planning Staff Lesley Xavier,

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

Specifically, the project includes:

Sustainable Urban design: The project transforms underutilized parking lots into 1,800 new homes near public transit options, promoting increased walkability and reducing car dependency by 25%

Environmental Sustainability: With underground parking and enhanced connectivity to the Patrick Henry Specific Plan area and existing bike trails, Mission Point prioritizes pedestrian and cycling infrastructure over vehicle use. The project also aims for LEED certifications, reflecting high environmental standards. Moreover, the project will be landscaped with drought resistant plants and greenery to promote environmental and mental wellness.

Enhanced Community benefits: Kylli's Mission Point proposes over seven acres of publicly accessible park space, turning a largely impervious site into a green, vibrant hub with opportunities for community to gather. Moreover, Mission Point will connect existing trails, promoting physical wellness and outdoor activities. The proposal also includes a child care facility with designated outdoor green space for the children to safely play outside.

Please move this project forward without delay!

Rachel Wuerstlin

[redacted]

San Jose, California 95126

Lesley Xavier

From: Jiufu Cai <[redacted]>
Sent: Sunday, October 13, 2024 4:20 PM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

Planning Staff Lesley Xavier,

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

Specifically, the project includes:

Sustainable Urban design: The project transforms underutilized parking lots into 1,800 new homes near public transit options, promoting increased walkability and reducing car dependency by 25%

Environmental Sustainability: With underground parking and enhanced connectivity to the Patrick Henry Specific Plan area and existing bike trails, Mission Point prioritizes pedestrian and cycling infrastructure over vehicle use. The project also aims for LEED certifications, reflecting high environmental standards. Moreover, the project will be landscaped with drought resistant plants and greenery to promote environmental and mental wellness.

Enhanced Community benefits: Kylli's Mission Point proposes over seven acres of publicly accessible park space, turning a largely impervious site into a green, vibrant hub with opportunities for community to gather. Moreover, Mission Point will connect existing trails, promoting physical wellness and outdoor activities. The proposal also includes a child care facility with designated outdoor green space for the children to safely play outside.

Please move this project forward without delay!

Jiufu Cai
[redacted]

Palo Alto, California 94306

Lesley Xavier

From: John Lim <[redacted]>
Sent: Saturday, October 12, 2024 8:39 AM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

Planning Staff Lesley Xavier,

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

Specifically, the project includes:

Sustainable Urban design: The project transforms underutilized parking lots into 1,800 new homes near public transit options, promoting increased walkability and reducing car dependency by 25%.

Environmental Sustainability: With underground parking and enhanced connectivity to the Patrick Henry Specific Plan area and existing bike trails, Mission Point prioritizes pedestrian and cycling infrastructure over vehicle use. The project also aims for LEED certifications, reflecting high environmental standards. Moreover, the project will be landscaped with drought resistant plants and greenery to promote environmental and mental wellness.

Enhanced Community benefits: Kylli's Mission Point proposes over seven acres of publicly accessible park space, turning a largely impervious site into a green, vibrant hub with opportunities for community to gather. Moreover, Mission Point will connect existing trails, promoting physical wellness and outdoor activities. The proposal also includes a child care facility with designated outdoor green space for the children to safely play outside.

Please move this project forward without delay!

John Lim
[redacted]

Santa Clara, California 95054

Lesley Xavier

From: [redacted]
Sent: Friday, October 11, 2024 10:34 PM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

Planning Staff Lesley Xavier,

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

Specifically, the project includes:

Sustainable Urban design: The project transforms underutilized parking lots into 1,800 new homes near public transit options, promoting increased walkability and reducing car dependency by 25%.

Environmental Sustainability: With underground parking and enhanced connectivity to the Patrick Henry Specific Plan area and existing bike trails, Mission Point prioritizes pedestrian and cycling infrastructure over vehicle use. The project also aims for LEED certifications, reflecting high environmental standards. Moreover, the project will be landscaped with drought resistant plants and greenery to promote environmental and mental wellness.

Enhanced Community benefits: Kylli's Mission Point proposes over seven acres of publicly accessible park space, turning a largely impervious site into a green, vibrant hub with opportunities for community to gather. Moreover, Mission Point will connect existing trails, promoting physical wellness and outdoor activities. The proposal also includes a child care facility with designated outdoor green space for the children to safely play outside.

Please move this project forward without delay!

[redacted]

Lesley Xavier

From: Andrew Siegler <[redacted]>
Sent: Tuesday, October 15, 2024 9:30 PM
To: Lesley Xavier
Subject: Support New Homes at Mission Point!

Planning Staff Lesley Xavier,

I support Kylli's Mission Point project in Santa Clara, because it is a visionary redevelopment plan that aims to transform an underutilized site, currently occupied by outdated office buildings and excessive parking areas, into a vibrant mixed-use community.

Specifically, the project includes:

Sustainable Urban design: The project transforms underutilized parking lots into 1,800 new homes near public transit options, promoting increased walkability and reducing car dependency by 25%.

Environmental Sustainability: With underground parking and enhanced connectivity to the Patrick Henry Specific Plan area and existing bike trails, Mission Point prioritizes pedestrian and cycling infrastructure over vehicle use. The project also aims for LEED certifications, reflecting high environmental standards. Moreover, the project will be landscaped with drought resistant plants and greenery to promote environmental and mental wellness.

Enhanced Community benefits: Kylli's Mission Point proposes over seven acres of publicly accessible park space, turning a largely impervious site into a green, vibrant hub with opportunities for community to gather. Moreover, Mission Point will connect existing trails, promoting physical wellness and outdoor activities. The proposal also includes a child care facility with designated outdoor green space for the children to safely play outside.

Please move this project forward without delay!

Andrew Siegler

[redacted]

San Jose, California 95112

From: PlanningCommission
To: [redacted] Planning Public Comment; PlanningCommission; Lance Saleme; Mario Bouza; Eric Crutchlow; Nancy Biagini; Priya Cherukuru; Qian Huang; Yashraj Bhatnagar; Reena Brilliot; Lesley Xavier; [redacted]
Subject: RE: My Thoughts on Mission Point for the 10/23 Santa Clara Planning Commission Meeting
Date: Thursday, October 17, 2024 8:30:11 AM
Attachments: image001.png
image003.png

Good Morning,
This is to confirm your email has been received in the Planning Division and your correspondence will be part of the public record on this item.

Thank you.

ELIZABETH ELLIOTT | Staff Aide II
Community Development Department | Planning Division
1500 Warburton Avenue | Santa Clara, CA 95050
O : 408.615.2450 Direct : 408.615.2474

City of Santa Clara
The Center of What's Possible

From: J'Carlin [redacted]
Sent: Thursday, October 17, 2024 1:23 AM
To: Planning Public Comment <PlanningPublicComment@santaclaraca.gov>; PlanningCommission <PLANNINGCOMMISSION@santaclaraca.gov>; Lance Saleme <LSaleme@SantaClaraCA.gov>; Mario Bouza <mbouza@Santaclaraca.gov>; Eric Crutchlow <ecrutchlow@santaclaraca.gov>; Nancy Biagini <NBiagini@SantaClaraCA.gov>; Priya Cherukuru <PCherukuru@SantaClaraCA.gov>; Qian Huang <QHuang@Santaclaraca.gov>; Yashraj Bhatnagar <YBhatnagar@Santaclaraca.gov>; Reena Brilliot <RBrilliot@SantaClaraCA.gov>; Lesley Xavier <LXavier@santaclaraca.gov>; [redacted]
Subject: My Thoughts on Mission Point for the 10/23 Santa Clara Planning Commission Meeting

> Some people who received this message don't often get email from [redacted] Learn why this is important

My name is [NAME], and I am writing to support Kylli's Mission Point proposal. It is a model of sustainable development that combines housing, jobs, and parks all in one place. Mission Point will transform nearly 50 acres of underutilized parking lots and old office buildings into a new, vibrant, urban hub for Santa Clara by creating 1,800 new homes, new jobs, and new parks. I support the project, and I'd like to see the following improvements incorporated into the project as part of a motion from you: - A central, defining, signature park element such as an outdoor amphitheater or space for arts and cultural events - As a city, we face a staggering housing shortage and the pressing need to develop sustainable neighborhoods ready to tackle whatever the future has in store.

Mission Point does both by laying out a plan for a dense, mixed-use, transit-oriented community. This project creates more homes and more jobs. Mission Point is exactly what Santa Clara and Silicon Valley need. Please approve this project!

Carlin Black

Aka J'Carlin

KEYSER MARSTON ASSOCIATES

MEMORANDUM

ADVISORS IN:
REAL ESTATE
AFFORDABLE HOUSING
ECONOMIC DEVELOPMENT

BERKELEY
DEBBIE M. KERN
DAVID DOEZEMA

LOS ANGELES
KATHLEEN H. HEAD
KEVIN E. ENGSTROM
JULIE L. ROMEY
TIM BRETZ

SAN DIEGO
PAUL C. MARRA
LINNIE GAVINO

EMERITUS
A. JERRY KEYSER
TIMOTHY C. KELLY

To: Elycia Knight
City of Santa Clara

From: Keyser Marston Associates, Inc.

Date: November 14, 2024

Subject: Mission Point Project, Fiscal Impact Analysis Peer Review and Testing of Alternatives

Keyser Marston Associates, Inc. (KMA) has been retained by the City of Santa Clara (City) to provide a peer review of the Fiscal Impact Analysis of Mission Point ("Applicant FIA") prepared by Economic and Planning Systems (EPS) on behalf of the developer, Kylli, Inc., dated February 1, 2024.

The Mission Point Project ("Project") has been presented as two options:

Option A encompasses up to 1,800 residential units, 3 million square feet of office / R&D uses, 100,000 square feet of retail / amenity uses, 10,000 square feet of childcare space, associated parking, parks, and open space.

Option B includes up to 2,600 residential units, 2.2 million square feet of office / R&D uses, 100,000 square feet of retail / amenity uses, 10,000 square feet of childcare space, associated parking, parks, and open space.

The Applicant FIA provides findings regarding annual recurring fiscal impacts to the City of Santa Clara General Fund and the Santa Clara Unified School District (SCUSD) for Option A of the Project. The following memorandum presents the findings of the KMA peer review, modified findings for Option A based on the results of the peer review, an analysis of Option B, and an analysis of the residential component of the Project on its own.

2130 CENTER STREET, SUITE 301 ➢ BERKELEY, CALIFORNIA 94704 ➢ PHONE: 415 398 3050 ➢ FAX: 415 397 5065

WWW.KEYSERMARSTON.COM

I. Summary

The Applicant FIA is reasonable and generally aligns with standard practices in preparation of fiscal impact analyses but warrants modification to select elements to provide a more accurate assessment of fiscal impacts. Recommended modifications affect estimated revenues as well as police, fire, public works, parks, and SCUSD expenses, as described in Section II. Table 1 presents a summary of revenue and expense estimates for the City General Fund and SCUSD, including:

- Option A as presented in the Applicant FIA.
- Option A with KMA's recommended adjustments to the analysis.
- Option B with KMA's recommended adjustments to the analysis.
- Residential phase on its own based on the 1,800 units in Option A.

Except for the first column of Table 1 identifying the Applicant FIA results for Option A, all findings reflect KMA's recommended adjustments to the analysis discussed herein. Results are as follows:

- Option A is projected to generate a $4 million annual net surplus to the City General Fund upon full buildout and a net surplus of $12.4 million per year to SCUSD.
- Option B is projected to generate a $3.1 million annual net surplus to the City General Fund upon full buildout and a net surplus of $9.2 million per year to SCUSD.
- The residential phase of Option A is projected to generate a $0.3 million annual net surplus to the City General Fund and be approximately fiscally neutral to SCUSD[1].

[1] Findings for the residential phase of Option B are similar at a projected net positive General Fund surplus of $0.35 million.

Table 1. Annual Recurring Fiscal Impacts ($Millions)

	Applicant FIA, Option A (1,800 units) (1)	FIA Findings with KMA Adjustments		
		Option A (1,800 units)	Option B (2,600 units)	Residential Phase Only (1,800 units)(2)
City of Santa Clara General Fund				
General Fund Revenues	$7.7	$8.0	$7.4	$2.1
General Fund Expense	($4.8)	($4.0)	($4.3)	($1.8)
City Net Fiscal Impact	$2.9	$4.0	$3.1	$0.3
Santa Clara Unified School District				
Revenue	$17.7	$17.3	$16.2	$5.0
Expense	($4.3)	($4.9)	($7.0)	($4.9)
SCUSD Net Fiscal Impact	$13.3	$12.4	$9.2	$0.1

(1) Applicant FIA results for rental units are presented. The Applicant FIA includes a separate analysis if residential units are condos, with very similar results.
(2) Findings for the residential phase of Option B are very similar, with a projected net General Fund surplus of $0.35 million and the Santa Clara Unified School District approximately fiscally neutral.

Table 2 summarizes the development alternatives that are evaluated.

Table 2. Development Alternatives Evaluated

	Option A (1,800 units)	Option B (2,600 units)	Residential Phase Only (1,800 units)	
Residential				
BMR Units	270	390	270	units
Market Rate	1,530	2,210	1,530	units
Subtotal	1,800	2,600	1,800	units
Commercial				
Office/R&D	3,000,000	2,210,000	0	sq.ft.
Retail/Amenities	100,000	100,000	8,000	sq.ft.
Childcare	10,000	10,000	10,000	sq.ft.
Subtotal	3,110,000	2,320,000	18,000	sq.ft.

Table 3 presents City General Fund fiscal impacts by revenue source and department.

Table 3. City of Santa Clara General Fund Annual Revenue and Expenses

	Applicant FIA, Option A (1,800 units)	FIA Findings with KMA Adjustments		
		Option A (1,800 units)	Option B (2,600 units)	Residential Phase Only (1,800 units)
General Fund Revenues				
Property Tax	$4,364,800	$4,240,200	$3,832,000	$1,015,000
Property Tax In Lieu of VLF	$1,464,800	$1,423,000	$1,286,000	$341,000
Sales and Use Tax	$944,400	$944,400	$971,000	$291,000
SVP Transfers	not included	$541,000	$498,000	$200,000
Franchise Fees	$246,800	$246,800	$250,000	$95,000
Permits and Licenses	$194,800	$194,800	$198,000	$75,000
Transient Occupancy Tax	$142,500	$142,500	$105,000	$0
Document Transfer Tax	$127,400	$124,000	$113,000	$30,000
Business License Tax	$88,200	$88,200	$66,000	$1,000
Fines and Forfeitures	$79,200	$79,200	$80,000	$31,000
Total Revenues	$7,652,900	$8,024,100	$7,399,000	$2,079,000
General Fund Service Costs				
Fire/EMS	$1,665,700	$1,261,000	$1,196,000	$358,000
Police	$1,676,900	$1,318,000	$1,496,000	$672,000
Public Works	$356,000	$534,000	$542,000	$207,000
General Government	$444,400	$444,400	$451,000	$172,000
Parks & Recreation	$415,300	$214,000	$310,000	$214,000
Library	$163,000	$163,000	$235,000	$163,000
Planning & Inspection	$68,000	$68,000	$69,000	$26,000
Total Expenditures	$4,789,300	$4,002,400	$4,299,000	$1,812,000
Net Annual Fiscal Impact	$2,863,600	$4,021,700	$3,100,000	$267,000

Items that reflect KMA modification of the Applicant FIA methodology or assumptions are highlighted. See discussion in Section II.

Table 4 presents estimates for SCUSD.

Table 4. Santa Clara Unified School District Annual Revenues and Expenses

	Applicant FIA, Option A (1,800 units)	FIA Findings with KMA Adjustments		
		Option A (1,800 units)	Option B (2,600 units)	Residential Phase Only (1,800 units)
Revenues				
Property Tax	$16,690,000	$16,214,000	$14,654,000	$3,882,000
Other Revenues	$970,000	$1,091,000	$1,573,000	$1,091,000
Total Revenues	$17,660,000	$17,305,000	$16,227,000	$4,973,000
Expenses	$4,347,000	$4,886,000	$7,049,000	$4,886,000
Net Annual Fiscal Impact	$13,313,000	$12,419,000	$9,178,000	$87,000

Items that reflect KMA modification of the Applicant FIA methodology are highlighted. See discussion in Section II.

Section II. describes the recommended adjustments to the Applicant FIA, which is focused on Option A.

Appendix A. provides supporting analysis for the residential phase estimates.

Appendix B. provides supporting analysis for the Option B estimates.

II. Recommended Modifications to Applicant FIA

A discussion of recommended modifications to the Applicant FIA is provided below. The Applicant FIA evaluated Option A only, thus the discussion and tables presented in this section pertain only to Option A.

A. Santa Clara Fire Department (SCFD) Expenses

The methodology used by the Applicant FIA is drawn from the recommendations of a fire needs assessment prepared on behalf of the developer ("Needs Assessment)[2]. The Applicant FIA selects one of the two metrics provided in the Needs Assessment on which an estimate of Fire / EMS service costs could be based:

A. **Existing Staffing Ratio to Population** – Staffing needed to maintain the existing ratio of fire / EMS staff to population, which results in an estimated need for approximately four additional firefighters (used in Applicant FIA).

B. **Fire / EMS Service Calls** – the Project will generate 840 new Fire / EMS calls for service annually according to the Needs Assessment (not used in Applicant FIA).

The selected population-based staffing metric is problematic in that it does not directly consider service needs of non-residential uses that represent approximately two thirds of the Project by building area. Of the two metrices provided in the Needs Assessment, service call generation by the Project is the most direct measure of service needs; however, the estimated calls for service identified by the Needs Assessment is likely inaccurate, as discussed below.

Two additional approaches for estimating Fire/EMS service costs were examined based on feedback from the Santa Clara Fire Department, including:

C. **Staffing Ratio for Higher Density Communities** – Santa Clara Fire Department (SCFD) indicates a staffing ratio of 1.5 per 1,000 population is more appropriate to a high-density community, such as the Proposed Project.

D. **Daytime Service Population** – Estimating service costs proportionate to daytime service population is used in the Applicant FIA for a number of other revenue and expense items and could be applied to Fire / EMS service costs as well.

Estimates using each of the four approaches follow.

---

[2] Mission Point Development Fire Service Needs Assessment by PryoAnalysis, June 12, 2023.

Approach A. Ratio of Fire / EMS Staff to Population (Applicant FIA Method)

Approach A using the current ratio of Fire / EMS staff to population is presented in Table 5-1 and yields an estimated expense of approximately $1.7 million. As noted above, the approach is problematic because it does not consider costs associated with non-residential uses comprising three of the four major phases in the Project. Further, SCFD does not use a population-based ratio for staffing decisions[3].

Table 5-1 Approach A Based on Existing FTEs Per 1,000 Population (Applicant FIA Method)		
FY 23-24 Field Ops and EMS Division costs	$57,020,592	Excludes Admin, Community Risk Reduction, Training, and Office of Emergency Services
Field Operations FTEs	138	
Cost per FTE	$413,193	
Existing Residents	132,476	
Existing Field Operations FTEs per 1,000 residents	1.0417	
Number of residents, Proposed Project	3,870	
Number of New FTEs needed at current staffing ratio	4.031	
Estimated Fire/EMS Services Cost (Approach A)	$1,666,000	= 4.031 FTEs x $413,193 cost per FTE

Approach B. Based on Fire/EMS Calls for Service

Fire/EMS service costs can be estimated based on the number of Fire/EMS service calls projected to be generated. This approach considers both residential and non-residential components and relates directly to the service demands created by the Project. As stated in the Needs Assessment ***"as the call volume in District 10 continues to rise, there is an increased likelihood of simultaneous service requests and the potential for the primary responding unit to be engaged at another emergency. This situation, known as concurrent calls for service, will necessitate a response from a secondary or tertiary unit stationed south of Hwy 101, further worsening the already delayed response times in District 10."***

The Needs Assessment indicates the Project will generate 840 additional Fire / EMS calls for service annually. However, the 840 service calls is not based on analysis of service call data, rather it assumes existing citywide calls increase proportionate to the sum of population and employment, and so may not be accurate.

[3] As stated in the DEIR, "SCFD does not use a population-based staffing standard but, rather, bases its staffing model on the ability to send trained and equipped personnel within response times."

KMA prepared a modified estimate of the number of Fire/EMS calls for service based on SCFD data on actual Fire/EMS calls for service to the following existing properties:

- Santa Clara Square, a mixed use development with multi-family, retail and office;
- Santa Clara Gateway, an office development; and
- St Anton Apartments, a multi-family 100% affordable development.

Fire / EMS call generation rates from these existing properties are shown in Table 5-2.

Table 5-2. Fire/EMS Calls for Service Generation Rate Estimate

	Annual Fire/EMS Calls for Service	Data Year (1)	No. of Units or Square Feet	Service Call Generation Rate Per Unit or 1,000 Square Feet
Santa Clara Square: Office	18	2019	1,700,000 sq.ft.	0.0106 / 1,000 SF
Santa Clara Gateway: Office	46	2019	900,000 sq.ft.	0.0511 / 1,000 SF
Santa Clara Square: Retail	26	2023	166,313 sq.ft.	0.1563 / 1,000 SF
Santa Clara Square: Multifamily	51	2023	1,482 units	0.0344 / unit
St. Anton Apartments: Affordable	8	2023	196 units	0.0408 / unit

Sources: City of Santa Clara Fire Department, CoStar, Realquest.

(1) Calls for service to office uses dropped during the pandemic and are currently affected by high vacancies. For office, 2019 data is used to establish call rates.

Call generation rates from Table 5-2 are applied to estimate annual fire/EMS calls for service to the Project. Fire/EMS service costs are estimated using the existing cost per call. These calculations are shown in Table 5-3 and yield an estimate of Fire/EMS service expenses of approximately $1.3 million per year.

Table 5-3. Fire / EMS Approach B, Based on Projected Calls For Service

FY 23-24 Field Ops and EMS Division costs			$57,020,592
Fire/EMS Calls For Service, 2023			10,586
Cost Per Service Call			$5,386
Calls for Service, Proposed Project			
	Call Generation	Development	Estimated Calls for Service
Market Rate Residential	0.0344 / unit	1,530 units	53
Affordable Residential	0.0408 / unit	270 units	11
Office (1)	0.0511 / 1,000 SF	3,000,000 SF	153
Retail / Amenities	0.1563 / 1,000 SF	110,000 SF	17
Total Calls			234
Estimated Fire/EMS Service Expense	= no. of calls x cost per call		$1,261,000

(1) Uses Santa Clara Gateway call generation rate.

Approach C. Higher Density / Urban Staffing Ratio

SCFD indicated that a higher staffing ratio of 1.5 FTEs per 1,000 population is more applicable to a higher density community such as the Project. The existing staffing ratio of 1.04 FTEs per 1,000 population aligns more closely with National Fire Protection Association guidance for lower density suburban environments. Use of a higher population-based staffing ratio shares the disadvantage of Approach A in attributing all service needs to residential uses, with no direct consideration of service needs associated with the non-residential component. With Approach C, Fire / EMS service costs are estimated at $2.4 million per year, as shown in Table 5-4.

Table 5-4. Approach C Based on Higher Density / Urban Staffing Ratio of 1.5 Per 1,000 Population		
FY 23-24 Field Ops and EMS Division costs	$57,020,592	Excludes Admin, Community Risk Reduction, Training, and Office of Emergency Services
Field Operations FTEs	138	FTEs
Cost per FTE	$413,193	/FTE
Number of residents, Proposed Project	3,870	Residents
Staffing Ratio per 1,000, Higher Density Communities	1.5	per SCFD
Number of New FTEs needed	5.81	FTEs
Estimated Fire/EMS Services Cost (Approach C)	$2,399,000	=5.81 FTEs x $413,193 cost per FTE.

Approach D. Daytime Service Population

With Approach D, existing Fire / EMS costs are estimated proportionate to daytime service population. This methodology is consistent with analyses of six other revenue and expense items in the Applicant FIA. Approach D considers service needs of both residential and non-residential components of the Project. As shown in Table 5-5, this method results in an estimated service cost of $2.9 million per year.

Table 5-5. Approach D Based on Daytime Service Population		
FY 23-24 Field Ops and EMS Division Budget	$57,020,592	Excludes Admin, Community Risk Reduction, Training, and Office of Emergency Services
Existing Daytime Service Population	196,597	
Cost per Daytime Service Population	$290.04	
New Daytime Service Population	10,152	
Estimated Fire/EMS Services Cost (Approach D)	$2,944,000	= $290.04 cost per daytime population x 10,152 new daytime population

As evident from the discussion above, estimates are sensitive to methodology. KMA's recommendation is to use Approach B (Table 5-3), which yields a Fire/EMS service cost

of approximately $1.3 million per year. Approach B considers service demands of both residential and non-residential Project components and is the most data-driven estimate based on actual service demands of comparable existing uses.

B. Police Service Costs

The Applicant FIA estimates the cost to provide police services at $1.7 million per year based on the existing ratio of officers per 1,000 population. This approach has the same drawbacks as Approach A of the Fire/EMS analysis in that estimated police service expenses are based solely on the residential component of the Project, with no expenses attributed to non-residential uses. As stated in the Draft Environmental Impact Report (DEIR) for the Project, Santa Clara Police Department (SCPD) does not maintain a population-based standard for staffing, rather SCPD bases staffing decisions on actual workload and the interpretation and analysis of data.

KMA prepared a separate analysis of police service expenses based on the estimated number of calls for service, an approach to capturing service needs of all Project components based on the actual service demands of comparable existing uses. The estimate uses the same properties as the Fire/EMS calls for service analysis. Table 6-1 summarizes the Police call generation rates from these existing properties.

Table 6-1. Police Calls for Service Generation Rate Estimate

	A. Annual Police Calls for Service (1)	B. No. of Units or Square Feet	C. Adjustment Factor(2)	D. Service Call Generation Rate
				=A. / B x C.
Santa Clara Square: Office	36	1,700,000 sq.ft.	2	0.0424 / 1,000 SF
Santa Clara Gateway: Office	27	900,000 sq.ft.	2	0.0600 / 1,000 SF
Santa Clara Square: Retail	248	166,313 sq.ft.	1	1.4912 / 1,000 SF
Santa Clara Square: Multi-Family	209	1,482 units	1	0.1410 / Unit
St. Anton Apartments: Affordable	63	196 units	1	0.3214 / Unit

Sources: KMA analysis of data provided by City of Santa Clara Police Department, CoStar, Realquest.
(1) Represents calls for service excluding traffic-related incidents that include police beat and location coordinates.
(2) A comparison to pre-pandemic call generation rates indicates a drop of nearly 60% for office uses from 2019 to 2023. The 2x adjustment factor assumes calls for service will return to near pre-pandemic rates.

Call generation rates from Table 6-1 are applied to estimate annual police calls for service to the Project. Police service expenses are estimated using the existing cost per call. These calculations are shown in Table 6-2 and yield an estimate of police service expenses of approximately $1.3 million per year. This estimate is reflected in the adjusted findings presented in Tables 1 and 3.

Table 6-2. Police Service Cost Estimate Based on Projected Calls For Service			
	Police 23-24 Budget	Variable Costs	Police Variable Cost
Administrative Services	$20,300,570	75%	$15,225,428
Field Operations	$45,311,222	100%	$45,311,222
Investigations	$16,060,444	100%	$16,060,444
Special Operations	$3,926,326	0%	$0
Total	$85,598,562		$76,597,094
Police Calls For Service, 2023(1)			37,558 calls
Variable Cost Per Service Call	= variable cost / 2023 calls		$2,039 / call
Calls for Service, Proposed Project	Call Generation Rate	Development	Estimated Calls for Service
Market Rate Residential	0.1410 / unit	1,530 units	216 calls
Affordable Residential	0.3214 / unit	270 units	87 calls
Office (2)	0.0600 / 1,000 SF	3,000,000 SF	180 calls
Retail / Amenities	1.4912 / 1,000 SF	110,000 SF	164 calls
Total Calls			647 calls
Estimated Police Service Expense	= no. of calls x cost per call		$1,318,000

(1) Represents 2023 calls for service that include police beat and location data but excluding traffic-related incidents that cannot be allocated to a specific land use.
(2) Uses Santa Clara Gateway call generation rate.

C. Public Works

The Applicant FIA makes a 50% downward adjustment to Public Works expenses based on private maintenance of streets interior to the Project. Multi-building office and retail developments in Santa Clara commonly incorporate privately maintained interior access improvements. Since the Project is not unique in this regard, expense factors derived from the City's budget will already incorporate this. A reduced adjustment factor of 25% is applied to the estimate presented in Table 7.

Table 7. Modified Estimate of Public Works Expense				
	Budget	Direct Revenue	Percent Variable	Variable Cost
Existing Budget	$25,203,805	$6,818,366	75%	$13,789,079
Existing Daytime Service Population				196,597
Cost Per Daytime Service Population				$70.14
Less: Adjustment for Private Street Maintenance			25%	($17.54)
Adjusted Variable Cost Per Daytime Service Population				$52.61
Daytime Service Population, Proposed Project				10,152
Estimated Public Works Expense	= $52.61 cost per daytime population x 10,152 new daytime population			$534,000

D. Park and Recreation Expenses

The Applicant FIA estimate of Park and Recreation departmental expenses is approximately $415,000 per year. The estimate is based on the City's existing per capita costs. Subsequent to preparation of the Applicant FIA, the property owner agreed to assume responsibility for maintenance of on-site parks as part of the proposed DA. A modified estimate of park and recreation expenses is provided in Table 8 to reflect this. This modified estimate is based on the City's existing per capita costs for departmental administration, recreation programs, facility maintenance, and operations, but assumes incremental park maintenance expenses will be minimal. As shown in Table 8, expenses are estimated to total $214,000 annually.

Table 8. Parks and Recreation Expenses

	Budget	Direct Revenue	Percent Variable	Variable Cost
Administration Division	$2,344,976	$525,557	75%	$1,364,564
Parks (1)	$9,033,152	$0	0%	$0
Pools	$1,405,285	$0	75%	$1,053,964
Buildings	$1,320,398	$0	75%	$990,299
Operations	$534,380	$0	75%	$400,785
Recreation Division	$8,419,639	$3,717,000	75%	$3,526,979
			Total Variable Cost:	$7,336,591
Existing Residents				132,476
Variable Cost Per Resident				$55.38
New Residents				3,870
Estimated Parks and Recreation Expense				$214,000

Source: City of Santa Clara FY 2024-25 budget.
(1) Incremental City park maintenance expenses are assumed to be minor since parks within the Project are to be privately maintained.

E. SVP Transfers

The Applicant FIA does not include transfers from Silicon Valley Power (SVP) to the City General Fund. Transfers from SVP are made in accordance with the City's charter based on a 5% share of gross SVP revenue. Since SVP will supply electricity to the Project, SVP transfer revenues will increase. SVP transfer revenue generated by the Project is estimated proportionate to electricity usage, as shown in Table 9.

Table 9. Silicon Valley Power Transfers				
Electricity Use: SVP Service Area (1)	4,382.10	Gigawatt Hours	14,952,000	Million BTUs per year
	3,412.14	Million BTUs per Gigawatt		
Project Electric use (2)			254,284	Million BTUs per year
Less: Existing Site Electric Use (3)			(1,636)	Million BTUs per year
Net Increase in Electricity Use from Project			252,648	Million BTUs per year
Percent Increase in Usage: SVP System			1.69%	
Existing 23-24 Budgeted SVP Transfers			$32,000,000	
Estimated SVP Transfer Revenue	= 1.69% increase x $32,000,000 existing budgeted revenue		$541,000	

(1) Per DEIR Table 3.5-2.
(2) Per DEIR Table 3.5-5.
(3) Per DEIR Table 3.5-3.

F. Assessed Values

The Applicant FIA assumes that affordable units will be on the tax rolls at a $124 million assessed value. The developer is proposing units at an average AMI of 80% or below. Units at 80% of AMI and below may qualify for an exemption from property taxes depending on ownership structure. Given a property tax exemption is a possibility, one is assumed for purposes of the modified assessed value and property tax revenue estimates in Table 10. Although other assessed value estimates presented in the Applicant FIA appear somewhat optimistic based on a review of actual assessed values of other recent developments in Santa Clara, the Project is likely to require these higher values to achieve feasibility and so additional adjustments to assessed value assumptions were not made.

Table 10. Property Tax and Transfer Tax Estimates				
Property Taxes				
Applicant FIA Assessed Value Estimate				$4,633,104,444
Less: Assessed Value of Affordable Units, likely exempt.				($123,927,804)
Total Assessed Value				$4,509,176,640
Less: Existing Assessed Value				($290,034,923)
Net Value Increase				$4,219,141,717
1% Property Tax				$42,191,417
City Share of Property Taxes		10.1%	of 1% tax	$4,240,200
Property Tax In Lieu of VLF				
Existing Citywide Property Tax in Lieu of VLF				$19,200,000
Citywide Assessed Value				$56,925,917,348
Net Assessed Value Increase with Project				7.412%
Property Tax In Lieu of VLF				$1,423,000
Real Property Document Transfer Tax	Value	%Turnover		Turnover Value
Residential	$1,072,256,640	5.0%	per Year	$53,612,832
Commercial	$3,436,920,000	5.0%	per Year	$171,846,000
Total	$4,509,176,640			$225,458,832
Transfer Tax		$0.55	per $1,000 value	$124,000

G. Budget Year

The Applicant uses FY 22-23 expenditure information for most estimates, although there is some mixing and matching of budget years, with FY 23-24 used for Fire/EMS. Since expenses have increased since FY 2022-23, use of FY 23-24 or FY 24-25 budget year information consistently throughout would have resulted in higher expense estimates. KMA has not updated the analysis to reflect this comment.

H. SCUSD Student Generation Rates

While the Applicant FIA references student generation rates from the DEIR, and the DEIR cites information from SCUSD staff, the figures are not consistent with the source data. The analysis of SCUSD revenues and expenses was modified to reflect the student generation rates identified in SCUSD enrollment projections. Property tax revenue estimates have been adjusted consistent with the assumption that affordable units will be exempt. The modified analysis is presented in Table 11.

Table 11. Santa Clara Unified School District Impacts

	Market Rate		Affordable		Total	
Number of Residential Units	1,530		270		1,800	Units
K-12 Student Generation Rate (1)	0.03		0.56			
Number of Added K-12 Students	45.9		151.2		197.1	Students
Estimated Increase in Average Daily Attendance (ADA)	92.8%	ADA as share of enrollment			183	ADA
Revenues						
Property Tax	$4,219,141,717	AV added (2)	38.43%	of 1% tax	$16,214,000	
Other Local Revenue	$3,212	per ADA(3)			$588,000	
Federal Revenues	$376	per ADA(3)			$69,000	
Other State Revenue	$2,370	per ADA(3)			$434,000	
Total Revenue					$17,305,000	
Expenses	$26,701	per ADA(3)			$4,886,000	
SCUSD Net Annual Fiscal Impact					$12,419,000	

(1) Student Generation Rates derived by Enrollment Projection Consultants for Santa Clara Unified, January 2020.
(2) See Table 10.
(3) From Applicant FIA.

APPENDIX A: SENSITIVITY TEST WITH RESIDENTIAL PHASE ONLY

The following tables provide the supporting analysis for findings in Tables 1 through 4 evaluating the fiscal impacts of the residential phase of Option A on its own. The analysis is based on the uses proposed for Area D, including 1,800 residential units, childcare and amenity uses. The residential phase analysis reflects the Applicant FIA methodology and assumptions, without updating to reflect current budget information or tax rates, and incorporates the recommended modifications described in Section II. As shown in Table A-1, the residential phase alone is estimated to generate a net positive fiscal impact of approximately $0.3 million to the City's General Fund. Supporting analysis is provided in Appendix Tables A-2 to A-12.

Table A-1. General Fund Revenue and Expenses, Residential (Area D) Only	
General Fund Revenues	
Property Tax	$1,015,000
SVP Transfers	$341,000
Property Tax In Lieu of VLF	$291,000
Sales and Use Tax	$200,000
Franchise Fees	$95,000
Permits and Licenses	$75,000
Transient Occupancy Tax	$0
Document Transfer Tax	$30,000
Business License Tax	$1,000
Fines and Forfeitures	$31,000
Total Revenues	$2,079,000
General Fund Service Costs	
Fire/EMS	$358,000
Police	$672,000
Public Works	$207,000
General Government	$172,000
Parks & Recreation	$214,000
Library	$163,000
Planning & Inspection	$26,000
Total Expenditures	$1,812,000
Net Annual Fiscal Impact	$267,000

Table. A-2 Population and Employment, Residential (Area D) Only

	Development		Population / Employment Factor				Population	Employees	Daytime Pop
Residential									
BMR	270	units	2.15	population per unit	47	units/employee	581	6	583
Market Rate	1,530	units	2.15	population per unit	47	units/employee	3,290	33	3,306
Subtotal	*1,800*	*units*					*3,870*	*38*	*3,889*
Commercial									
Retail/Amenities	8,000	sq.ft.	204	sq.ft./employee		employee/sq.ft.		39	20
Childcare	10,000	sq.ft.	286	sq.ft./employee		employee/sq.ft.		35	17
Subtotal	*18,000*	*sq.ft.*						74	37
Total							3,870	112	3,926

Source: Applicant FIA with Areas A to C Removed.

Table A-3. Assessed Value, Residential Only

Residential					
BMR	270	units			assume exempt
Market Rate	1,530	units	$700,821	/unit	$1,072,256,640
Subtotal	1,800	units			$1,072,256,640
Commercial					
Retail/Amenities	8,000	sq.ft.	$822	/sq.ft.	$6,576,000
Childcare	10,000	sq.ft.	$372	/sq.ft.	$3,720,000
Subtotal	18,000	sq.ft.			$10,296,000
Total Assessed Value					$1,082,552,640
Less Existing Assessed Value (1/4 of existing)					($72,508,731)
Net Increase in Assessed Value					$1,010,043,909

Source: Applicant FIA with Areas A to C removed and BMR units exempt.

Table A-4. Property Tax and Transfer Tax Estimates, Residential Only				
Property Taxes				
Net Value Increase				$1,010,043,909
1% Property Tax				$10,100,439
City Share of Property Taxes		10.1%	of 1% tax	$1,015,000
Property Tax In Lieu of VLF				
Existing Citywide Property Tax in Lieu of VLF				$19,200,000
Citywide Assessed Value				$56,925,917,348
Net Assessed Value Increase with Project				1.774%
Property Tax In Lieu of VLF				$341,000
Real Property Document Transfer Tax	Value		%Turnover	Turnover Value
Residential	$1,072,256,640	5.0%	per Year	$53,612,832
Commercial	$10,296,000	5.0%	per Year	$514,800
Total	$1,082,552,640			$54,127,632
Transfer Tax		$0.55	per $1,000 in AV	$30,000

Source: Applicant FIA with Areas A to C removed and BMR units exempt.

Table A-5. Silicon Valley Power Transfers, Residential Only				
Total Electricity Use: SVP Service Area (1)	4,382.10	Gigawatt Hours	14,952,000	Million BTUs per year
	3,412.14	Million BTUs per Gigawatt		
Project Electric use (2)			254,284	M Btu per year
Less: Existing Site Electric use (3)			(1,636)	M Btu per year
Net Increase in Electric use with Project			252,648	
Block D as % of Total Project GSF			37%	
Percent Increase in Usage: SVP System			0.63%	
Existing 23-24 Budgeted SVP Transfers			$32,000,000	
Estimated SVP Transfer Revenue	= 0.63% increase x $32,000,000 existing budgeted revenue		$200,000	

(1) Per DEIR Table 3.5-2.
(2) Per DEIR Table 3.5-5.
(3) Per DEIR Table 3.5-3.

Table A-6. Sales Tax Estimate, Residential Only					
	Spending per unit or worker		Units/Workers		% in Santa Clara
Market Rate Units	$33,173	Taxable Sales Per Unit	1,530	Units	50%
Below Market Rate Units	$25,958	Taxable Sales Per Unit	270	Units	50%
Employee Spending	$4,958	Taxable Sales Per Worker	112	Workers	33.3%
Total Taxable Sales					
Sales Tax Estimate, Residential Only				=1% taxable sales	

Source: Applicant FIA, adjusted to residential only

Table A-7. Other Revenues Estimated on Per Capita Basis, Residential Only				
Item	Employment or Daytime Population		Revenue Factor	Revenue Estimate
Franchise Fees	3,926	$24.31	per daytime population	$95,000
Fines and Forfeitures	3,926	$7.80	per daytime population	$31,000
Permits and Licenses	3,926	$19.19	per daytime population	$75,000
Business License Tax	74	$7.02	per employee	$1,000
Total Revenues				$202,000

Source: Applicant FIA with Areas A to C Removed.

Table A-8. Fire/EMS Service Cost Estimate, Residential Only			
FY 23-24 Field Ops and EMS Division costs			$57,020,592
Fire/EMS Calls For Service, 2023			10,586
Cost Per Service Call			$5,386
Calls for Service, Proposed Project	Call Generation	Development	Estimated Calls for Service
Market Rate Residential	0.0344	1,530	53
Affordable Residential	0.0408	270	11
Retail / Amenities	0.1563	18,000	3
Total Calls			66
Estimated Fire/EMS Service Expense	= no. of calls x cost per call		$358,000

Table A-9. Police Service Cost Estimate, Residential Only			
	23-24 Budget	Percent Variable	Variable Cost
Administrative Services	$20,300,570	75%	$15,225,428
Field Operations	$45,311,222	100%	$45,311,222
Investigations	$16,060,444	100%	$16,060,444
Special Operations	$3,926,326	0%	$0
Total	$85,598,562		$76,597,094
Police Calls For Service, 2023(1)			37,558
Variable Cost Per Service Call			$2,039
Calls for Service, Proposed Project	Call Generation	Development	Estimated Calls for Service
Market Rate Residential	0.1410 / unit	1,530 units	216 calls
Affordable Residential	0.3214 / unit	270 units	87 calls
Retail / Amenities	1.4912 / 1,000 SF	18,000 SF	27 calls
Total Calls			329 calls
Estimated Police Service Expense	= no. of calls x cost per call		$672,000

(1) Represents 2023 calls for service that include police beat and location data but excluding traffic-related incidents that cannot be allocated to a specific land use.

Table A-10. Public Works Expense Estimate, Residential Only				
	Budget	Direct Revenue	Percent Variable	Variable Cost
Administrative Services	$25,203,805	$6,818,366	75%	$13,789,079
Existing Daytime Service Population				196,597
Variable Cost Per Daytime Service Population				$70.14
Less: Adjustment for Private Street Maintenance			25%	($17.54)
Adjusted Variable Cost Per Daytime Service Population				$52.61
Daytime Service Population				3,926
Estimated Public Works Expense				$207,000

Table A-11. Parks and Recreation Expenses, Residential Only				
	Budget	Direct Revenue	Percent Variable	Variable Cost
Administration Division	$2,344,976	$525,557	75%	$1,364,564
Parks (1)	$9,033,152	$0	0%	$0
Pools	$1,405,285	$0	75%	$1,053,964
Buildings	$1,320,398	$0	75%	$990,299
Operations	$534,380	$0	75%	$400,785
Recreation Division	$8,419,639	$3,717,000	75%	$3,526,979
			Total Variable Cost:	$7,336,591
Existing Residents				132,476
Variable Cost Per Resident				$55.38
New Residents				3,870
Estimated Parks and Recreation Expense				$214,000

Source: City of Santa Clara FY 2024-25 budget.

(1) Park maintenance variable expense assumed to be $0 since parks within the Project are to be privately maintained.

Table A-12. Other Expenses Estimated on Per Capita Basis, Residential Only				
Item	Residents or Daytime Population		Cost Factor	Expense Estimate
General Government	3,926	$43.77	per daytime population	$172,000
Library	3,870	$42.12	per resident	$163,000
Community Development	3,926	$6.70	per daytime population	$26,000
Total				$361,000

Source: Applicant FIA with Areas A to C Removed.

Table A-13. Santa Clara Unified School District Impacts, Residential Only

		Market Rate	Affordable		Total	
Number of Residential Units		1,530	270		1,800	Units
K-12 Student Generation Rate (1)		0.03	0.56			
Number of Added K-12 Students		45.9	151.2		197.1	Students
Estimated Increase in ADA	92.8%	ADA as share of enrollment			183	ADA
Revenues						
Property Tax	$1,010,043,909	AV added	38.43%	of 1% tax	$3,882,000	
Other Local Revenue	$3,212	per ADA			$588,000	
Federal Revenues	$376	per ADA			$69,000	
Other State Revenue	$2,370	per ADA			$434,000	
Total Revenue					$4,973,000	
Expenses	$26,701	per ADA			$4,886,000	
Net Annual Fiscal Impact					$87,000	

(1) Student Generation Rates derived by Enrollment Projection Consultants for Santa Clara Unified, January 2020.

Source: Applicant FIA with Areas A to C Removed.

APPENDIX B: ANALYSIS OF OPTION B

The following tables provide the supporting analysis for findings in Tables 1 through 4 evaluating the fiscal impacts of Option B, which includes up to 2,600 residential units (800 more than the Option A) and a 790,000 square foot reduction in the Office/R&D component to 2.2 million square feet. Analysis of Option B reflects the Applicant FIA methodology and assumptions, without updating to reflect current budget information or tax rates, and incorporates the recommended modifications described in Section II. As shown in Table B-1, Option B is estimated to generate a net positive fiscal impact of approximately $3.1 million to the City's General Fund. Supporting analysis is provided in Appendix Tables B-2 to B-13.

Table B-1. General Fund Revenue and Expenses, Option B	
General Fund Revenues	
Property Tax	$3,832,000
Property Tax In Lieu of VLF	$1,286,000
Sales and Use Tax	$971,000
SVP Transfers	$498,000
Franchise Fees	$250,000
Permits and Licenses	$198,000
Transient Occupancy Tax	$105,000
Document Transfer Tax	$113,000
Business License Tax	$66,000
Fines and Forfeitures	$80,000
Total Revenues	$7,399,000
General Fund Service Costs	
Fire/EMS	$1,196,000
Police	$1,496,000
Public Works	$542,000
General Government	$451,000
Parks & Recreation	$310,000
Library	$235,000
Planning & Inspection	$69,000
Total Expenditures	$4,299,000
Net Annual Fiscal Impact	$3,100,000

Table B-2. Population and Employment, Option B

Item	Development			Population / Employment Factor			Population	Employees	Daytime Pop[1]
Residential									
BMR	390	units	2.15	population per unit	47	units/employee	839	8	843
Market Rate	2,210	units	2.15	population per unit	47	units/employee	4,752	47	4,775
Subtotal	*2,600*	*units*					5,590	55	5,618
Commercial									
Office/R&D	2,210,000	sq.ft.	250	sq.ft./employee		employee/sq.ft.		8,840	4,420
Retail/Amenities	100,000	sq.ft.	204	sq.ft./employee		employee/sq.ft.		490	245
Childcare	10,000	sq.ft.	286	sq.ft./employee		employee/sq.ft.		35	17
Subtotal	2,320,000	*sq.ft.*						9,365	4,683
Total							5,590	9,420	10,300

Source: Applicant FIA as adjusted to Option B
(1) Calculated as one per resident and 0.5 per employee.

Table B-3. Assessed Value, Option B

Residential					
BMR	390	units			assume exempt
Market Rate	2,210	units	$700,821	/unit	$1,548,815,147
Subtotal	2,600	units			$1,548,815,147
Commercial					
Office	2,210,000	sq.ft.	$1,117	/sq.ft.	$2,468,570,000
Retail/Amenities	100,000	sq.ft.	$822	/sq.ft.	$82,200,000
Childcare	10,000	sq.ft.	$372	/sq.ft.	$3,720,000
Subtotal	2,320,000	sq.ft.			$2,554,490,000
Total Assessed Value					$4,103,305,147
Less Existing Assessed Value					($290,034,923)
Net Increase in Assessed Value					$3,813,270,224

Source: Applicant FIA as adjusted to Option B

Table B-4. Property Tax and Transfer Tax Estimates, Option B				
Property Taxes				
Net Value Increase				$3,813,270,224
1% Property Tax				$38,132,702
City Share of Property Taxes		10.1%	of 1% tax	$3,832,000
Property Tax In Lieu of VLF				
Existing Citywide Property Tax in Lieu of VLF				$19,200,000
Citywide Assessed Value				$56,925,917,348
Net Assessed Value Increase with Project				6.699%
Property Tax In Lieu of VLF				$1,286,000
Real Property Document Transfer Tax	Value	%Turnover		Turnover Value
Residential	$1,548,815,147	5.0%	per Year	$77,440,757
Commercial	$2,554,490,000	5.0%	per Year	$127,724,500
Total	$4,103,305,147			$205,165,257
Transfer Tax		$0.55	per $1,000 in AV	$113,000

Source: Applicant FIA as adjusted to Option B

Table B-5. Silicon Valley Power Transfers, Option B				
Total Electricity Use: SVP Service Area (1)	4,382.10	Gigawatt Hours	14,952,000	Million BTUs per year
	3,412.14	Million BTUs per Gigawatt		
Project Electric use (2)			254,284	M Btu per year
Less: Adjustment for Option B (3)			(20,494)	M Btu per year
Less: Existing Site Electric use (4)			(1,636)	M Btu per year
Net Increase in Electric use			232,154	
% of Total Project GSF			100%	
Percent Increase in Usage: SVP System			1.56%	
Existing 23-24 Budgeted SVP Transfers			$32,000,000	
Estimated SVP Transfer Revenue			$498,000	

(1) Per DEIR Table 3.5-2.
(2) Per DEIR Table 3.5-5.
(3) Adjustment for decrease in office/R&D and increase in residential use estimated based upon the U.S. Department of Energy, 2018 Commercial Buildings Energy Consumption Survey (CBECS), Pacific Region and 2020 Residential Energy Consumption Survey (RECS) data for apartments with five or more units, indicating residential units use approximately 7,612 kwh per year less energy than 1,000 square feet of office space.
(4) Per DEIR Table 3.5-3.

Table B-6. Sales Tax Estimate, Option B							
	taxable sales per unit, worker or sq.ft.		Units/Workers		% Net New	% in Santa Clara	Total
Market Rate Units	$33,173	Taxable Sales Per Unit	2,210	Units	100%	50%	$36,656,476
Below Market Rate Units	$25,958	Taxable Sales Per Unit	390	Units	100%	50%	$5,061,810
Employee Spend	$4,958	Taxable Sales Per Worker	9,420	Workers	100%	33.3%	$15,570,101
Business Spend/Catering	$1,600	Taxable Sales Per Worker	9,420	Workers	100%	100%	$15,070,901
Retail	$494	Avg. Taxable Sales Per Sq.ft.	100,000	sq.ft.	50%	100%	$24,694,800
							$97,054,088
Sales Tax Estimate				=1% taxable sales			$971,000

Source: Applicant FIA as adjusted to Option B

Table B-7. Silicon Valley Power Transfers, Option B						
Hotel Room Nights	2,210,000	sq.ft. office	5	per 1,000 office sq. ft.	11,050	room nights
Gross Daily Room Revenue	$200	per night	50%	Captured in Santa Clara	$1,105,000	room sales
Hotel Taxes			9.50%		$105,000	

Source: Applicant FIA as adjusted to Option B. TOT rate was not adjusted to the current rate to remain consistent with the Applicant FIA assumptions and use of prior budget information.

Table B-8. Other Revenues Estimated on Per Capita Basis, Option B				
Item	Employment or Daytime Population		Allocation Factor	Revenue Estimate
Franchise Fees	10,300	$24.31	per daytime population	$250,000
Fines and Forfeitures	10,300	$7.80	per daytime population	$80,000
Permits and Licenses	10,300	$19.19	per daytime population	$198,000
Business License Tax	9,420	$7.02	per employee	$66,000
Total Revenues				$594,000

Source: Applicant FIA as adjusted to Option B. Business license tax rate was not adjusted to the current rate to remain consistent with the Applicant FIA assumptions and use of prior budget information.

Table B-9. Fire/EMS Service Cost Estimate, Option B			
FY 23-24 Field Ops and EMS Division costs			$57,020,592
Fire/EMS Calls For Service, 2023			10,586
Cost Per Service Call			$5,386
Calls for Service, Proposed Project	Call Generation	Development	Estimated Calls for Service
Market Rate Residential	0.0344	2,210	76
Affordable Residential	0.0408	390	16
Office (1)	0.0511	2,210,000	113
Retail / Amenities	0.1563	110,000	17
Total Calls			222
Estimated Fire/EMS Service Expense	= no. of calls x cost per call		$1,196,000

(1) Uses Santa Clara Gateway call generation rate.

Table B-10. Police Service Cost Estimate, Option B			
	23-24 Budget	Percent Variable	Variable Cost
Administrative Services	$20,300,570	75%	$15,225,428
Field Operations	$45,311,222	100%	$45,311,222
Investigations	$16,060,444	100%	$16,060,444
Special Operations	$3,926,326	0%	$0
Total	$85,598,562		$76,597,094
Police Calls For Service, 2023(1)			37,558
Variable Cost Per Service Call			$2,039
Calls for Service, Proposed Project	Call Generation	Development	Estimated Calls for Service
Market Rate Residential	0.1410	2,210	312
Affordable Residential	0.3214	390	125
Office (2)	0.0600	2,210,000	133
Retail / Amenities	1.4912	110,000	164
Total Calls			734
Estimated Police Service Expense	= no. of calls x cost per call		$1,496,000

(1) Represents calls for service with Police Beat and location, excluding traffic-related incidents.

(2) A comparison to pre-pandemic call generation rates indicates call volume to office uses dropped by half. Estimate based on double the 2023 call generation rate for Santa Clara Gateway.

Table B-11. Public Works Expense Estimate, Option B				
	Budget	Direct Revenue	Percent Variable	Variable Cost
Administrative Services	$25,203,805	$6,818,366	75%	$13,789,079
Existing Daytime Service Population				196,597
Variable Cost Per Daytime Service Population				$70.14
Less: Adjustment for Private Street Maintenance			25%	($17.54)
Adjusted Variable Cost Per Daytime Service Population				$52.61
Daytime Service Population				10,300
Estimated Public Works Expense				$542,000

Source: Applicant FIA as adjusted to Option B and modified adjustment for private maintenance.

Table B-12. Parks and Recreation Expenses, Option B				
	Budget	Direct Revenue	Percent Variable	Variable Cost
Administration Division	$2,344,976	$525,557	75%	$1,364,564
Parks (1)	$9,033,152	$0	0%	$0
Pools	$1,405,285	$0	75%	$1,053,964
Buildings	$1,320,398	$0	75%	$990,299
Operations	$534,380	$0	75%	$400,785
Recreation Division	$8,419,639	$3,717,000	75%	$3,526,979
			Total Variable Cost:	7,336,591
Existing Residents				132,476
Variable Cost Per Resident				$55.38
New Residents				5,590
Estimated Parks and Recreation Expense				$310,000

Source: City of Santa Clara FY 2024-25 budget.
(1) No variable cost assumed since new parks within project are to be privately maintained per the proposed DA.

Table B-13. Other Expenses Estimated on Per Capita Basis, Option B				
Item	Employment or Daytime Population		Cost Factor	Expense Estimate
General Government	10,300	$43.77	per daytime population	$451,000
Library	5,590	$42.12	per resident	$235,000
Community Development	10,300	$6.70	per daytime population	$69,000
Total Revenues				$755,000

Source: Applicant FIA as adjusted to Option B.

Table B-14. Santa Clara Unified School District Impacts, Option B

		Market Rate	Affordable		Total	
Number of Residential Units		2,210	390		2,600	Units
K-12 Student Generation Rate (1)		0.03	0.56			
Number of Added K-12 Students		66.3	218.4		284.7	Students
Estimated Increase in ADA	92.8%	ADA as share of enrollment			264	ADA
Revenues						
Property Tax	$3,813,270,224	AV added	38.43%	of 1% tax	$14,654,000	
Other Local Revenue	$3,212	per ADA			$848,000	
Federal Revenues	$376	per ADA			$99,000	
Other State Revenue	$2,370	per ADA			$626,000	
Total Revenue					$16,227,000	
Expenses	$26,701	per ADA			$7,049,000	
Net Annual Fiscal Impact					$9,178,000	

(1) Student Generation Rates derived by Enrollment Projection Consultants for Santa Clara Unified, January 2020.
Source: Applicant FIA as adjusted to Option B.

24-51 **Agenda Date: 11/19/2024**

REPORT TO COUNCIL

SUBJECT
PUBLIC HEARING: Action on a Resolution Amending Rate Schedules for Electric Services for All Classes of Customers to Increase Electric Rates and Charges in Each Rate Schedule by 5.0% and Make Other Modifications, Effective January 1, 2025

COUNCIL PILLAR
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND
The City of Santa Clara's Electric Utility, Silicon Valley Power (SVP), is proposing a 5% increase to its rate schedules for all classes of customers, effective January 1, 2025. This proposed increase is needed to fund the increasing cost of (1) renewable energy and (2) equipment, materials, and labor, for both new projects and required maintenance of electric utility infrastructures.

The rate increase is also needed so that SVP can maintain its financial health and bond ratings (AA-Stable assigned by Fitch and Standard and Poor's) by having a balanced budget and adequate reserves to weather future market fluctuations and volatility and other contingencies.

DISCUSSION
The proposed 5% rate increase is needed to cover the cost of generating and delivering power to all SVP customers and to help ensure the long-term stability of the system. When the updated FY 2024/25 Budget was approved, staff estimated a 5% rate increase effective January 1, 2025. In summary, there are three key reasons for the proposed rate increase:

1. Increasing cost of renewable energy.
2. Increasing equipment, material, labor, and construction costs for new projects and required maintenance of current electric utility infrastructures.
3. Increasing reserves to maintain financial stability and bond ratings and keep reserves in line with growth projections and deal with market fluctuations and volatility and other contingencies.

Cost of Renewable Energy
Renewable energy costs continue to increase due to the higher construction and material costs and increased competition for limited projects in California among utilities, community choice aggregators, and private corporations.

- The City Council recently authorized renegotiation of a Renewable Power Purchase Agreement with over 50% increased costs over the original agreement.

- SVP is renegotiating several related powers purchased agreements, the Rooney Ranch, Sand Hill A and Sand Hill B. These projects have similar cost escalations as above.
- City Council recently approved a 75 MW long-term fixed price power purchase agreement with Aquamarine Westside, LLC of $47.50/MWh. This power purchase agreement replaced a short -term contract of $13/MWh that recently expired, resulting in a 265% increase.
- SVP will contract for prospective solar plus battery storage and stand-alone battery storage. These projects may increase costs up to 40% higher than solar alone. Projects like these are critical to integrate renewables and ensure that SVP's resources match its load profile. As newer technology, such as battery storage, is integrated into the electrical system, higher expenses are expected to assist SVP to meet its renewable portfolio standards (RPS) requirements.

Materials, Maintenance, and Construction Costs

Over the last 3 to 5 years, the electric industry has seen significant cost increases that affect both maintenance and new construction. These costs have affected almost every facet of maintenance and construction projects. SVP has experienced cost increases ranging from 20% to 200% between 2023 and 2024 for important materials and equipment, including:

- Increased pricing for transformers has averaged between 27% to 33%.
- Costs for padmount transformers have increased between 42% to 200%.
- Prices for overhead distribution transformers have increased between 52% to 74%.
- Cost of wood poles have increased 20%.

Reserves

The proposed rate increase maintains existing reserves at or above the minimum target of approved ranges. Below is a summary of the anticipated reserve levels:

- The Rate Stabilization Reserve is anticipated to be at the minimum target of 10% of sales revenue by June 30, 2025.
- The Operation and Maintenance Reserve is anticipated to be within the middle target range of 90 - 180 days of operating expenses by June 30, 2025.
- The infrastructure reserve is anticipated to be within its approved range for SVP by June 30, 2025. The range is based on analysis of critical infrastructure, the likelihood of replacement, and the estimated replacement costs.

In summary, the rate increase is projected to generate an additional $17 million in the current year's operating budget ($37 million annually when including forecasted load growth). These funds will help cover fluctuations within current-year expenses, bring reserves at or above minimum targets within the approved ranges, and provide funding for contingencies or unanticipated project needs as SVP continues to increase preventative maintenance on aging infrastructures, especially power plants, substations, and transmission and distribution infrastructures.

Rate Increase Amounts

In compliance with Article XIIIC of the California Constitution (Proposition 26), the proposed rate increase will not result in the City's electric rates exceeding the City's reasonable cost to provide electric service to its customers.

Staff proposes that rates and charges for all classes of customers be increased on a uniform percentage basis because the underlying cost increases triggering this rate increase proposal have been incurred on behalf of all classes of existing customers. This approach is proposed for both policy and legal reasons. Under Proposition 26, a service rate is not a tax if it is imposed for a specific government service provided directly to a ratepayer and is not imposed on those not receiving the service.

The average monthly impact of the 5% rate increases by customer class and for the top 5 customers is provided as Attachment 2.

Residential Increase
For an average residential electric customer (averaging 410-kilowatt hours usage per month in FY 2023/24), with the proposed 5% increase, the customer's electric bill will increase by approximately $3.37 per month (from $67.64 to $71.01) or approximately $40 a year. Residential bills for higher or lower usage levels will be proportionately larger or smaller.

For residential customers who have difficulty absorbing these increases, SVP provides a rate assistance program for income-qualified customers.

Rate Comparisons
With the proposed increase, SVP will continue to have the lowest average system rates in California for utilities with more than 10,000 customers, based on U.S. Energy Information Administration's Annual Electric Power Industry Report (Form EIA-861 for 2023 data). SVP's rates will remain significantly below PG&E's current average bundled rates (effective 10/01/2024).

Rate Type	**% Below Current PG&E Rates**
Residential	59%
Small Commercial	39%
Large Commercial	50%
Small Industrial	44%
Large Industrial	37%
Very Large Industrial	44%

ENVIRONMENTAL REVIEW
The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to section 15273 of Title 14 of the California Code of Regulations in that the proposed action is a modification of rates which is needed in order to meet operating expenses and maintain adequate cash reserves, and other reasons set forth in this staff report.

FISCAL IMPACT
The proposed 5% rate increase is anticipated to generate approximately $17 million in additional revenue for the six-month period in Fiscal Year 2024/2025 and $37 million in additional revenue in Fiscal Year 2025/2026 when including forecasted load growth. These revenue amounts were

included as assumptions in the FY 2024/25 Adopted Operating Budget. Budgetary adjustments to revenue will be brought forward to Council throughout the year if needed.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

In addition, SVP staff have reached out to Key Accounts (large customers), commercial customers, school districts, and numerous individual customers as well as included information in the City's newsletter, SVP news subscriptions using GovDelivery, and posting in the Santa Clara Weekly. Staff have also disseminated information via social media: Nextdoor, X (formally Twitter), and Facebook.

RECOMMENDATION

Adopt a Resolution amending the City of Santa Clara Rate Schedules for Electric Utility Services to increase electric rates and charges in each rate schedule by 5.0% and make other modifications, effective January 1, 2025.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Resolution with attached Rate Schedules for Electric Services for All Classes of Customers, Effective January 1, 2025
2. Monthly Bill Comparison Table - All Rate Schedules

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING CITY RATE SCHEDULES FOR ELECTRIC UTILITY SERVICE TO INCREASE ELECTRIC RATES AND CHARGES IN EACH RATE SCHEDULE BY FIVE PERCENT (5.0%) EFFECTIVE JANUARY 1, 2025

WHEREAS, Chapter 13.05 of the Santa Clara City Code ("Code"), which is entitled Operation of an Electric Utility, provides that all electric energy and power furnished to customers of the Electric Department ("Electric Department") of the City of Santa Clara, California, doing business as Silicon Valley Power, shall be supplied and charged to such customers, and paid for by such customers in accordance with certain electric rate schedules, tariffs, and rules and regulations adopted by the City Council;

WHEREAS, Section 13.05.040 of the Code further states that the City Council may, by resolution, review, revise, adopt and/or promulgate new or amended electric utility rate schedules from time to time as it deems necessary to meet the City's contractual obligations and debt service requirements and to cover the cost of constructing, operating and maintaining the electric utility;

WHEREAS, on October 30, 2024, and November 1, 2024, a notice of the public hearing regarding a proposed five percent (5.0%) increase to rates and charges in the City of Santa Clara Electric Rate Schedules ("Rate Schedules") was published in the Santa Clara Weekly and the San Jose Mercury News respectively;

WHEREAS, the Electric Department presented a Report To Council to the City Council ("Report to Council") at its regularly scheduled meeting on November 19, 2024, in support of the proposed five percent (5.0%) and amendment to the Rate Schedules, which are attached hereto and incorporated herein by this reference;

WHEREAS, the proposed five percent (5.0%) increase to the rates and charges in the Rate Schedules are necessary to enable the Electric Department to (1) fund, among other things, the significant increased cost of (a) renewable energy and (b) equipment, materials, and labor,

for both new projects and required maintenance of electric utility infrastructures; and

(2) increase reserves to (a) maintain existing reserves at or above the minimum target of the approved ranges to maintain financial stability and the bond rating of the Electric Department; and (b) keep reserves in line with growth projections and deal with market fluctuations and volatility and other contingencies;

WHEREAS, the City Council reviewed the recommendations contained in the Report to Council, namely that the City Council amend the Rate Schedules for utility service to increase electric rates and charges in such Rate Schedules by five percent (5.0%) beginning January 1, 2025; and

WHEREAS, the City Council has considered the evidence which was presented to it and concurs with the findings as set forth herein to support the five percent (5.0%) increase to the rates and charges in the Rate Schedules.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the findings as set forth herein are hereby adopted by the City Council of the City of Santa Clara.

2. The Five Percent (5.0%) increase to the rates and charges in the Rate Schedules and other amendments to the Rate Schedules are hereby adopted by the City Council of the City of Santa Clara, as reflected in the attachments hereto, effective January 1, 2025.

3. That a true and correct copy of the Resolution, including amended Rate Schedules, shall be kept on file in the Office of the City Clerk and in the Billing Division of the City Finance Department at all times while the Rate Schedules are effective and, until further amended or replaced, shall be open to public investigation and inspection during the regular business hours of such offices.

4. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ___ DAY OF _____, 2024, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Rate Schedules for Electric Services to be Effective January 1, 2025

CITY OF SANTA CLARA
SILICON VALLEY POWER

RATE SCHEDULE A MUNICIPAL WATER DEPARTMENT	Sheet 1 of 1

DESCRIPTION OF SERVICE:
The schedule is applicable to electricity used by the Municipal Water Department for water and sewer pumping service.

RATES:

All kWh, per kWh	$ 0.14529

SURCHARGE:
Public Benefits Charge and State Surcharge, as set forth in Note A, will be added to the above charge.

NOTES:

(A) SURCHARGES:

PUBLIC BENEFITS CHARGE:
The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy and low income assistance programs. The surcharge is equal to kWh billed times 2.85%.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to kWh billed times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations

Date Effective: January 1, 2025	**Resolution No. 24-**
Supersedes Rate Effective: January 1, 2024	**Resolution No. 23-9291**

CITY OF SANTA CLARA
SILICON VALLEY POWER

RATE SCHEDULE C-1 GENERAL SERVICE	Sheet 1 of 2

DESCRIPTION OF SERVICE:
This schedule is applicable to alternating current service through one meter, for power and heating alone or combined with lighting. This schedule is applicable to customers who do not qualify for Schedule D-1, CB-1, CB-3, CB-6, CB-7 or CB-8. The Time of Use (TOU) Option is available to all customers. Customers who utilizethe TOU option will be responsible for the installed cost of a TOU meter, as set forth in Note (B) below.

RATES:

SINGLE-PHASE SERVICE:

	Non-Time of Use	Time of Use Option	
CUSTOMER CHARGE, per meter per month:	$ 5.31	$ 5.31	
ENERGY CHARGE: (In addition to the Customer Charge)			
		Peak	Off-Peak
First 800 kWh, per kWh	$ 0.25596	$0.27854	$0.23747
Excess Over 800 kWh, per kWh	$ 0.23237	$0.25494	$0.21387

MINIMUM CHARGE: $5.31 per meter per month but not less than $3.30 per month per kVA of connected welder load, rectifier load, x-ray and x-ray type equipment load, fusing machine load, and other types of welding equipment load.

THREE-PHASE SERVICE: The single-phase rate plus $4.16 per meter per month.
MINIMUM CHARGE: $9.47per month, but not less than $3.30 per month per kVA of connected welder load and per horsepower of polyphaser connected load, rectifier load, x-ray and x-ray type equipment load, fusing machine load, and other types of welding load.

SURCHARGES:

Public Benefits Charge and State Surcharge, as set forth in Note A, will be added to the above charges.

NOTES:

(A) SURCHARGES:

PUBLIC BENEFITS CHARGE:
The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, and low income assistance programs. The surcharge is equal to the sum of the Customer Charge and the Energy Charge times 0.0285.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to kWh billed times the State Surcharge Rate.

Date Effective: January 1, 2025	**Resolution No. 24-**
Supersedes Rate Effective: January 1, 2024	**Resolution No. 23-9291**

The current State Surcharge Rate can be found on SVP's website at:

http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations

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(B) TIME OF USE (TOU) OPTION:

Customers who select the time of use option will pay a one-time TOU Meter Installation Charge, which is the cost of a TOU meter, plus its installation cost. This Charge is set forth in the City of Santa Clara Municipal Fee Schedule. The manufacturer and model of such meter shall be at the sole discretion of Silicon Valley Power. Time of use periods are as set forth below:

Peak Period: Monday through Saturday, except holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day), beginning at 6:00 AM and ending at 10:00 PM.

Off-Peak Period: All other hours.

The TOU meter is used to measure kWh usage in the peak and off-peak periods. The ratio of peak kWh to total kWh will be used to determine the portion of the First 800 kWh that falls in the peak period. This ratio will also be used to determine the portion of kWh usage above 800 kWh that falls in the peak period.

(C) UNMETERED SERVICE:

A customer may request electric service under this rate schedule on an unmetered basis, and SVP may, in sole discretion, allow such service if SVP determines (1) customer qualifies to receive service under this rate schedule and an existing unmetered SVP rate schedule does not apply to customer; (2) customer's connected load is less than 385 watts; (3) customer's usage is expected to be constant; and (4) installation of a meter to serve customer's connected load is not practical. If SVP determines customer may receive electric service under this rate schedule on an unmetered basis, customer shall pay the customer charge and the energy charge above. The energy charge shall be assessed on customer's estimated monthly usage which shall be determined as follows: customer's estimated connected load in watts times 8,760, divided by 1000, and then divided by 12. Customer shall be responsible for notifying the SVP not less than 30 days in advance of any change in customer's connected load. Failure to provide such notification may result in the SVP terminating electric service to the customer.

CITY OF SANTA CLARA
SILICON VALLEY POWER

RATE SCHEDULE CB-1 GENERAL SERVICE DEMAND METERED	Sheet 1 of 3

DESCRIPTION OF SERVICES:
This schedule is applicable to commercial or industrial services whose monthly use of energy has exceeded 8,000 kWh for three (3) consecutive months, or where the initial connected load indicates use above 8,000 kWh per billing period. When either of these qualifications has been met, this schedule as well as a Maximum Demand meter will be installed as promptly as is practicable. Both the Schedule CB-1 and the Maximum Demand meter will be continued in service until the monthly use of energy has fallen below 6,000 kWh for 12 consecutive months. At that time, and at the option of Silicon Valley Power, Schedule C-1 will be applicable andthe Maximum Demand meter may be removed. The Time of Use Option is available to all customers. Customerswho utilize the TOU option will be responsible for the installed cost of a TOU meter, if necessary, as set forth inNote (E) below.

RATES:

	Non-Time of Use	Time of Use	
CUSTOMER CHARGE, per meter per month	$96.59	$96.59	
DEMAND CHARGE:			
		Time of Use	
		Peak	Off-Peak
All kW of Billing Demand, per kW	$11.67	$11.67	$0.00
ENERGY CHARGE:	Non-Time of Use	Time of Use	
		Peak	Off-Peak
All kWh, per kWh	$0.15518	$0.17779	$0.13670

SURCHARGES:
Public Benefits Charge and State Surcharge, as set forth in Note D, will be added to the above charges.

NOTES:

(A) MAXIMUM DEMAND:
The Maximum Demand in any month will be the average kW delivery of the 15-minutes interval in which such delivery is greater than in any other 15-minute interval in the month, provided, however, that in case the load is intermittent or subject of violent fluctuations, Silicon Valley Power may use a 5-minute interval instead of a 15-minute interval.

(B) BILLING DEMAND:
The Billing Demand to be used in computing charges under this schedule will be the mean of the Maximum Demand for the current month and the highest such demand occurring in the year ending with current month.

Date Effective: January 1, 2025	Resolution No. 24-
Supersedes Rate Effective: January 1, 2024	Resolution No. 23-9291

(C) VOLTAGE:
Single-phase or three-phase service on this schedule will be supplied at the secondary voltage available, or at the option of the customer, at the primary voltage available, subject to the rules and regulations for electric service.

(D) SURCHARGES:

PUBLIC BENEFITS CHARGE: The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, and low income assistance programs. The surcharge is equal to the sum of the Customer Charge, Demand Charge and Energy Charge, including adjustment for Primary Voltage and Power Factor, times 0.0285.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to kWh billed times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations

(E) TIME OF USE OPTION:
Customers who select the time of use option will pay a one-time TOU Meter Installation Charge, which reflects the cost difference (including installation) between a non-time of use meter and a time of use meter. This Charge is set forth in the City of Santa Clara Municipal Fee Schedule. The manufacturer and model of such meter shall be at the sole discretion of Silicon Valley Power. Time of use periods are as set forth below:

Peak Period: Monday through Saturday, except holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day), beginning at 6:00 AM and ending at 10:00 PM.

Off-Peak Period: All other hours.

The TOU meter is used to measure kWh and kW in the peak and off-peak periods.

(F) PRIMARY VOLTAGE DISCOUNT:
When delivery is made at the same voltage as that of the distribution line from which the service is supplied, a discount of $1.46 per kW of Billing Demand for 12kV line voltages will be allowed, provided, however, Silicon Valley Power is not required to supply service at a particular line voltage where it has (or will install) ample facilities for supplying at another voltage equally or better suited to the customer's

electrical requirements. Silicon Valley Power retains the right to change its line voltage at any time, after reasonable advance notice to any customer receiving a discount hereunder and affected by such change, and such customer then has the option to change their system so as to receive service at the new line voltage or to accept service (without voltage discount) through transformers to be supplied by Silicon Valley Power.

(G) POWER FACTOR:
When the Billing Demand has exceeded 300 kW for three consecutive months and thereafter until it has fallen below 200 kW for twelve consecutive months, bills will be adjusted for weighted monthly average Power Factor as follows:

The sum of Customer Charge, Demand Charge, Energy Charge, Primary Voltage Discount (as applicable) for any month as computed on the above rates will be decreased or increased, respectively, by 0.1 % for each 1 % that the average Power Factor is greater or less than 85%. Such average Power Factor to be computed (to the nearest whole percent) from the ratio of lagging kilovolt-ampere-hours to kilowatt- hours consumed in the month.

(H) OFF-PEAK DEMAND – NON TIME OF USE:
Any customer may, upon request, have their Maximum Demand measured by a recording type meter, and all demands occurring between 10:00 PM and 6:00 AM of the following day and on Sundays and legal holidays will not be counted in determining the Billing Demand.

CITY OF SANTA CLARA
SILICON VALLEY POWER

RATE SCHEDULE CB-3 LARGE GENERAL SERVICE DEMAND METERED	Sheet 1 of 3

DESCRIPTION OF SERVICE

This schedule is applicable to industrial and commercial services whose monthly billing demands have exceeded 4,000 kilowatts for three consecutive months, or where the initial connected load indicates a demand above 4,000 kilowatts. Customers served under this Schedule CB-3 will be continued in service until the monthly billing demand has fallen below 4,000 kilowatts for 12 consecutive billing periods. The Time of Use Option is available to all customers. Customers who utilize the TOU option will be responsible for the installed cost of a TOU meter, if necessary, as set forth in Note (E) below.

RATES:	Non-time of use	Time of Use	
CUSTOMER CHARGE – per meter per month	$96.59	$96.59	
DEMAND CHARGE:	Non-time of use	Time of Use	
		Peak	Off-Peak
All kW of Billing Demand, per KW	$15.57	$15.57	$0.00
ENERGY CHARGE:	Non-time of use	Time of Use	
		Peak	Off-Peak
All kWh, per kWh	$0.14292	$0.16548	$0.12440

SURCHARGES:

Public Benefits Charge and State Surcharge, as set forth in Note D, will be added to the above charges.

NOTES:

(A) MAXIMUM DEMAND:

The Maximum Demand in any month will be the average kW delivery of the 15-minute interval in which such delivery greater than in any other 15-minute interval in the month, provided, however, that in case the load is intermittent or subject to violent fluctuations, Silicon Valley Power may use a 5-minute instead of a 15-minute interval.

(B) BILLING DEMAND:

The Billing Demand to be used in computing charges under this schedule will be the mean of the actual Maximum Demand for the current month and the highest such demand occurring in the year ending with the current month.

(C) VOLTAGE:

Service on this schedule will be supplied at the primary voltage available or, at the option of Silicon Valley Power, at the secondary voltage available, subject to the rules and regulations for electric service.

Date Effective: January 1, 2025	Resolution No. 24-
Supersedes Rate Effective: January 1, 2024	Resolution No. 23-9291

(D) SURCHARGES:

PUBLIC BENEFITS CHARGE:
The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, and low income assistance programs. The surcharge is equal to the sum of the Customer Charge, Demand Charge, and Energy Charge, including adjustment for Power Factor and Primary Voltage, times 0.0285.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to kWh billed times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations

(E) TIME OF USE OPTION:
Customers who select the time of use option will pay a one-time TOU Meter Installation Charge, which reflects the cost difference (including installation) between a non-time of use meter and a time of use meter. This Charge is set forth in the City of Santa Clara Municipal Fee Schedule. The manufacturer and model of such meter shall be at the sole discretion of Silicon Valley Power. Time of use periods are as set forth below:

Peak Period: Monday through Saturday, except holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day), beginning at 6:00 AM and ending at 10:00 PM.

Off-Peak Period: All other hours.

The TOU meter is used to measure kWh and kW in the peak and off-peak periods.

(F) PRIMARY VOLTAGE DISCOUNT:
When delivery is made at the same voltage as that of the distribution line from which the service is supplied, a discount of $1.46 per kW of Billing Demand for 12kV or higher available line voltages will be allowed, provided, however, Silicon Valley Power is not required to supply service at a particular line voltage where it has (or will install) ample facilities for supplying at another voltage equally or better suited to the customer's electrical requirements. Silicon Valley Power retains the right to change its line voltage at any time, after reasonable advance notice to any customer receiving a discount hereunder and affected by such change, and such customer then has the option to change their system so as to receive service at the new line voltage or to accept service (without voltage discount) through transformers to be supplied by Silicon Valley Power.

RATE SCHEDULE CB-3 LARGE GENERAL SERVICE DEMAND METERED	Sheet 3 of 3

(G) POWER FACTOR:
The sum of Customer Charge, Demand Charge, Energy Charge, Primary Voltage Discount (as applicable) for any month as computed on the above rates will be decreased or increased, respectively, by 0.1 % for each 1 % that the average Power Factor is greater or less than 85%. Such average Power Factor to be computed (to the nearest whole percent) from the ratio of lagging kilovolt-ampere-hours to kilowatt- hours consumed in the month, provided, however, that no Power Factor correction will be made for any month when customer's Maximum Demand is less than 10% of the highest demand in the preceding eleven months.

(H) OFF-PEAK DEMAND:
Any customer served under this Rate Schedule may, upon request, have their Maximum Demand measured by a recording type meter, and all demands occurring between 10:00 P.M. and 6:00 A.M. of the following day and on Sundays and legal holidays will be discounted in determining the Billing Demand.

CITY OF SANTA CLARA
SILICON VALLEY POWER

RATE SCHEDULE CB-6 LARGE COMBINED GENERAL SERVICE	Sheet 1 of 3

DESCRIPTION OF SERVICE

This Schedule is optional to Customers who occupy one or more demand-metered service addresses served by Silicon Valley Power (SVP), where electric service from SVP is in Customer's name, and where Customer's combined monthly electric billing demand is 5,000 kW or more. Customers with self-generation may also be subject to Schedule SB-1. Customers who select this rate option will need to provide at least one month written notice and continue with this rate option for at least one year.

RATE OPTIONS:

	Non Time of Use	Time of Use	
CUSTOMER CHARGE			
For Each Service Address – per meter per month	$450.47	$450.47	
DEMAND CHARGE:			
		Peak	Off-Peak
All kW of Billing Demand, per kW:	$28.38	$28.38	$0.00
ENERGY CHARGE:			
First 5,000,000 kWh, per kWh	$0.10801	$0.11784	$0.10349
Next 10,000,000 kWh, per kWh	$0.10511	$0.11493	$0.10058
Next 5,000,000 kWh, per kWh	$0.09926	$0.10910	$0.09474
Over 20,000,000 kWh, per kWh	$0.09051	$0.10035	$0.08600

SURCHARGES:

Public Benefits Charge and State Surcharge, as set forth in Note E, will be added to the above charges.

NOTES:

(A) MAXIMUM DEMAND

The Maximum Demand in any month will be the sum of the highest average kW delivery, at each service address, of any 15-minute interval occurring between 1:00 PM and 10:00 PM Monday through Saturday, excluding holidays. However, in case the load is intermittent or subject to violent fluctuations, Silicon Valley Power may use a 5-minute interval instead of a 15-minute interval.

(B) BILLING DEMAND

The Billing Demand to be used in computing charges under this schedule will be sum of the mean of the actual Maximum Demand for the current month at each service address and the highest such demand occurring in the year ending with the current month at each service address, but not less than 5,000 kw.

(C) VOLTAGE ADJUSTMENT:

For each Service Address served at less than 12,000 volts, the Demand Charge will be increased by $1.46 per kW. For each Service Address served at 60,000 volts directly from a customer owned

substation or from a SVP-owned substation directly paid for by customer, the Demand Charge will be reduced by $1.83 per kW. However, Silicon Valley Power is not required to supply service at a particular line voltage where it has (or will install) ample facilities for supplying at another voltage equally or better suited to the customer's electrical requirements. Silicon Valley Power retains the right to change its line voltage at any time, after reasonable advance notice to any customer receiving a discount hereunder and affected by such change, and such customer then has the option to change their system so as to receive service at the new line voltage or to accept service (without voltage discount) through transformers to be supplied by Silicon Valley Power.

(D) POWER FACTOR:

For each service address where Billing Demand has exceeded 300 kW for three consecutive months, bills will be adjusted for weighted monthly average Power Factor as follows: the sum of Customer Charge, Demand Charge, Energy Charge, Secondary Voltage Adjustment (as applicable) and 60kV Delivery Adjustment (as applicable) for any month as computed on the above rates will be decreased or increased, respectively, by 0.1 % for each 1 % that the average Power Factor is greater or less than 85%. Such average Power Factor to be computed (to the nearest whole percent) from the ratio of lagging kilovolt-ampere-hours to kilowatt- hours consumed in the month, provided, however, that no Power Factor correction will be made for any month when the Maximum Demand of such service address, is less than 10% of the highest demand in the preceding eleven months.

Power Factor Adjustment will be discontinued for any service address that falls below 200 kW for 12 consecutive months.

(E) SURCHARGES:

PUBLIC BENEFITS CHARGE:

The Public Benefits Charge is a state required non-bypassable surcharge on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy, and low income assistance programs. The surchargeis equal to the sum of the Customer Charge, Demand Charge, Energy Charge, Voltage and Power Factor Adjustment, times 0.0285.

STATE SURCHARGE:

The State Surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to kWh billed times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations

(F) CALCULATION OF ENERGY CHARGES AT EACH SERVICE ADDRESS:

The energy charges calculated under this Schedule CB-6 will be apportioned to each service address as follows:

1. Energy Charges for each service address will be determined as the ratio of the kWh usage at each service address divided by the sum of kWh usage at all applicable service addresses.
2. After such apportionment, each service address will be subject to the applicable Voltage Adjustment, Power Factor Adjustment, Public Benefits Charge and State Surcharge provisions set forth above.
3. Payment for bills rendered at each service address shall be made by wire transfer, automated clearing house (ACH) transfer, check or credit card. Payments made by credit card will be subject to the applicable credit card transaction fees.

(G) TIME OF USE OPTION:

Customers who select the time of use option will need to provide at least one month written notice and continue with this option for at least one year. Customers who select the time of use option will pay a one-time TOU Meter Installation Charge, which reflects the cost difference (including installation) between a non-time of use meter and a time of use meter. This Charge is set forth in the City of Santa Clara Municipal Fee Schedule. The manufacturer and model of such meter shall be at the sole discretion of Silicon Valley Power. Time of use periods are as set forth below:

Peak Period: Monday through Saturday, except holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day), beginning at 1:00 PM and ending at 10:00 PM.

Off-Peak Period: All other hours. The TOU meter is used to measure kWh and kW in the peak and off-peak period.

RATE SCHEDULE CB-7 LARGE COMBINED GENERAL SERVICE – MARKET BASED OPTION	Sheet 1 of 6

DESCRIPTION OF SERVICE

This Schedule is optional to Customers who occupy one or more demand-metered service addresses served by Silicon Valley Power (SVP), where electric service from SVP is in Customer's name, and where Customer's combined monthly electric billing demand is 5,000 kW or more. Customers with self-generation may also be subject to Schedule SB-1. Under this Schedule, Customers may designate a portion of their monthly energy purchased from SVP to be priced based on Note H. Customer who select this rate option will continue with this option for the full kWh volume subscribed for at least one year. Customer must also provide at least three months' written notice to terminate this option and to be billed under other applicable rate schedule. The total combined energy for all SVP customers that may be served under this rate schedule is 30,000,000 kWh per month.

RATE OPTIONS:	Non Time of Use	Time of Use	
CUSTOMER CHARGE			
For Each Service Address – per meter per month	$450.47	$450.47	
DEMAND CHARGE:			
		Peak	Off-Peak
All kW of Billing Demand, per kW:	$28.38	$28.38	$0.00
ENERGY CHARGE:			
First 5,000,000 kWh, per kWh	$0.10801	$0.11784	$0.10349
Next 10,000,000 kWh, per kWh	$0.10511	$0.11493	$0.10058
Next 5,000,000 kWh, per kWh	$0.09926	$0.10910	$0.09474
Over 20,000,000 kWh, per kWh	$0.09051	$0.10035	$0.08600
MARKET-BASED PRICING ADJUSTMENT:	See NOTE H		

SURCHARGES:

Public Benefits Charge and State Surcharge, as set forth in Note E, will be added to the above charges.

NOTES:

(A) MAXIMUM DEMAND

The Maximum Demand in any month will be the sum of the highest average kW delivery, at each service address, of any 15-minute interval occurring between 1:00 PM and 10:00 PM Monday through Saturday, excluding holidays. However, in case the load is intermittent or subject to violent fluctuations, Silicon Valley Power may use a 5-minute interval instead of a 15-minute interval.

(B) BILLING DEMAND

The Billing Demand to be used in computing charges under this schedule will be sum of the mean of the actual Maximum Demand for the current month at each service address and the highest such

demand occurring in the year ending with the current month at each service address, but not less than 5,000 KW.

(C) VOLTAGE ADJUSTMENT:
For each Service Address served at less than 12,000 volts, the Demand Charge will be increased by $1.46 per kW. For each Service Address served at 60,000 volts directly from a customer owned substation or from a SVP-owned substation directly paid for by customer, the Demand Charge will be reduced by $1.83 per kW. However, Silicon Valley Power is not required to supply service at a particular line voltage where it has (or will install) ample facilities for supplying at another voltage equally or better suited to the customer's electrical requirements. Silicon Valley Power retains the right to change its line voltage at any time, after reasonable advance notice to any customer receiving a discount hereunder and affected by such change, and such customer then has the option to change their system so as to receive service at the new line voltage or to accept service (without voltage discount) through transformers to be supplied by Silicon Valley Power.

(D) POWER FACTOR ADJUSTMENT:
For each service address where Billing Demand has exceeded 300 kW for three consecutive months bills will be adjusted for weighted monthly average Power Factor as follows: the sum of Customer Charge, Demand Charge, Energy Charge, Secondary Voltage Adjustment (as applicable) and 60kV Delivery Adjustment (as applicable) for any month as computed on the above rates will be decreased or increased, respectively, by 0.1 % for each 1 % that the average Power Factor is greater or less than 85%. Such average Power Factor to be computed (to the nearest whole percent) from the ratio of lagging kilovolt-ampere-hours to kilowatt- hours consumed in the month, provided, however, that no Power Factor correction will be made for any month when the Maximum Demand of such service address, is less than 10% of the highest demand in the preceding eleven months.

Power Factor Adjustment will be discontinued for any service address that falls below 200 kW for 12 consecutive months.

(E) SURCHARGES:

PUBLIC BENEFITS CHARGE:
The Public Benefits Charge is a state required non-bypassable surcharge on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy, and low income assistance programs. The surchargeis equal to the sum of the Meter Charge and Capacity Reservation Charge, times 0.0285.

STATE SURCHARGE:
The State Surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to kWh billed times the State Surcharge Rate. The current State

Surcharge Rate can be found on SVP's website at:

http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations

(F) CALCULATION OF ENERGY CHARGES AT EACH SERVICE ADDRESS:
The energy charges calculated under this Schedule CB-7 will be apportioned to each service address as follows:

1. Energy Charges for each service address will be determined as the ratio of the kWh usage at each service address divided by the sum of kWh usage at all applicable service addresses.
2. After such apportionment, each service address will be subject to the applicable Voltage Adjustment, Power Factor Adjustment, Public Benefits Charge and State Surcharge provisions set forth above.
3. Payment for bills rendered at each service address shall be made by wire transfer, automated clearing house (ACH) transfer, check or credit card. Payments made by credit card will be subject to the applicable credit card transaction fees.

(G) TIME OF USE OPTION:
Customers who select the time of use option will need to provide at least one month written notice and continue with this option for at least one year. Customers who select the time of use option will pay a one-time TOU Meter Installation Charge, which reflects the cost difference (including installation) between a non-time of use meter and a time of use meter. This Charge is set forth in the City of Santa Clara Municipal Fee Schedule. The manufacturer and model of such meter shall be at the sole discretion of Silicon Valley Power. Time of use periods are as set forth below:

Peak Period: Monday through Saturday, except holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day), beginning at 1:00 PM and ending at 10:00 PM.

Off-Peak Period: All other hours. The TOU meter is used to measure kWh and kW in the peak and off-peak period.

(H) MARKET BASED PRICING ADJUSTMENT (MBPA):
Upon at least 30 days' notice, customers may designate up to 100%, but not less than 2,000,000 kWh of their monthly usage to be priced based on market indices as set forth below. The total combined amount of energy that may be available (Total Available) to all Customers under this MBPA shall be determined solely by SVP and it's on a first come first serve basis. SVP shall give 90 days' notice of any change in such total amount, and endeavor to make such changes effective January 1 of each calendar year. If the Total Available is changed to an amount lower than actually being allowed, SVP will reduce existing customers' allowable amounts on a prorated basis, and this schedule will be closed to new customers.

Market Based Pricing Adjustment is calculated as the Market Cost Adjustment Rate times the full kWh subscribed under this rate option. The Market Cost Adjustment Rate is the Current Market Cost of Energy minus the Base Energy Rate. Such difference may be positive or negative.

The Current Market Cost of Energy is determined as set forth in the CB-7 Market Based Option Bill Determinants attached here and as posted. The Current Market Cost of Energy for each calendar month will be sent to Customer served under this option with the monthly bill.

The Base Energy Rate is reflected in the above Energy Charge rates, and is SVP's determination of the annualized unit cost that a creditworthy customer would incur for receiving bundled energy with renewable and GHG characteristics from publicly owned energy service providers like SVP. The Base Energy Rate will be updated annually in conjunction with changes in the Energy Charge rates.

The Market Based Pricing Adjustment, which can be positive or negative, will be applied to the Energy Charge prior to Voltage Adjustment, Power Factor Adjustment and Surcharges.

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CB-7 MARKET BASED OPTION BILL DETERMINANTS

The total combined amount of energy that is available (Total Available) to all Customers under MBPA for Calendar Year 2025 is **30,000,000 kWh per month**.

Base Energy Rate for Calendar Year 2025 is $0.08416 per kWh.

Current Market Cost of Energy includes:

1. PG&E Hourly DLAP Price which is the CAISO DLAP_PGAE - APND for the Day Ahead Market (DAM). If any hourly DLAP Price is less than zero, the effective DLAP price for such hour shall be zero.

2. Transmission loss which is 2% of PG&E Hourly DLAP price calculated above.

3. CAISO High Voltage Transmission Access Charge ("HV TAC") for month ($/MWh)

   The CAISO HV TAC price is the daily average PG&E effective HV TAC rate for Santa Clara for the applicable month, and is obtained using the following site(s) information:

   http://www.caiso.com/market/Pages/Settlements/Default.aspx

4. CAISO Low Voltage Transmission Access Charge ("LV TAC") price is the daily average PG&E effective LV TAC rate for Santa Clara for the applicable month, and is obtained using the following site(s) information:

   http://www.caiso.com/market/Pages/Settlements/Default.aspx.

5. Market Price of Renewable Energy Credit =

   Market price of RECs for Month * 46% (SVP applicable RPS percentage for current compliance year)

   The average monthly market price of RECs is obtained using the following site(s) information:

   The data for California Bucket 1, 2, and 3 RECs are obtained from Megawatt Daily. The average monthly market price is then calculated based on SVP weighted average for Bucket 1, 2 and 3 RECs. For current compliance year, the Bucket 1 is 75%, Bucket 2 is 15% and Bucket 3 is 10%.

6. CAISO Grid Management Charge ("GMC") ($/MWh) = Charge Code 4560 (Market Services Charge) + Charge Code 4561 (System Operations Charge)

   The CAISO GMC is obtained using the following site(s) information (and will be updated as it is updated at the CAISO:

   http://www.caiso.com/market/Pages/Settlements/Default.aspx

   If any of the sources for the above described rate components are no longer available, SVP will diligently seek an alternative but equivalent source for that rate component.

   If new or additional components affect the Current Market Cost of Energy due to new legislation or other circumstances, bill determinants will be added or adjusted to reflecting any impacting mandates or regulations. Customers will be provided notification of such additions or adjustments no less than 30 days prior to implementation. .

CITY OF SANTA CLARA
SILICON VALLEY POWER

RATE SCHEDULE CB-8 CUSTOMER LOAD RETENTION	Sheet 1 of 1

DESCRIPTION OF SERVICE

This rate schedule is available to customers eligible for service under Schedules CB-6 or CB-7 who, but for the provisions of this rate schedule, would cease operations in the City of Santa Clara, and would not engage in any substantially similar operation in the State of California for a period of at least five years. Customer must submit a signed affidavit attesting to this effect. The cumulative maximum billing demand for all SVP customers that may be served under this rate schedule at any one time is 20,000 kW.

RATES:

Customers' bills under Schedule CB-6 or CB-7, prior to Public Benefit Charge and State Surcharge, will be reduced by up to 12% for a period of not more than five years. The effective percentage reduction and the term of such percentage reduction, will be as approved by the Chief Electric Utility Officer.

NOTES:

1. Marginal Cost to Serve:
   In no event shall service under this rate schedule result in customer being served at less than SVP's marginal cost of providing service to said customer.

2. Forfeiture of Discounts:
   If a customer fails to comply with the terms of this rate schedule, SVP will seek repayment of the dollar amount of all discounts provided under this rate schedule.

3. First Come, First Served:
   This rate schedule is available on a first come, first served basis on a monthly basis. However, preference will be given to customers with a long history of doing business in Santa Clara, to customers that help SVP maintain a diversified sales base, and to the number and type of jobs that may be preserved.

Date Effective: January 1, 2025	Resolution No. 24-
Supersedes Rate Effective: January 1, 2024	Resolution No. 23-9291

CITY OF SANTA CLARA
SILICON VALLEY POWER

RATE SCHEDULE D-1 DOMESTIC SERVICE	Sheet 1 of 2

DESCRIPTION OF SERVICE

This schedule is applicable to single phase residential service for single-family dwellings, condominium house meters, townhouse house meters, cooperative apartment house meters, flats and apartments separately metered by Silicon Valley Power. The Time of Use (TOU) Option is available to all customers. Customers who utilize the TOU option will be responsible for the installed cost of a TOU meter, as set forth in Note (B) below.

This schedule is not applicable for services to common areas of apartment houses.

RATES:

	Non-Time of Use	Time of Use Option
METER CHARGE, per meter per month	$4.91	$4.91

ENERGY CHARGE (to be added to the Customer Charge)

	Non-Time of Use	Time of Use Option	
		Peak	Off-Peak
First 300 kWh, per kWh	$0.15012	$0.17269	$0.13163
Excess Over 300 kWh, per kWh	$0.17256	$0.19514	$0.15407

SURCHARGES

Public Benefits Charge and State Surcharge, as set forth in Note A, will be added to the above charges.

NOTES:

(A) SURCHARGES:

PUBLIC BENEFITS CHARGE: The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy and low income assistance programs. The surcharge is equal to the sum of the Meter Charge and the Energy Charge times 0.0285.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to kWh billed times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations

Date Effective: January 1, 2025	Resolution No. 24-
Supersedes Rate Effective: January 1, 2024	Resolution No. 23-9291

(B) TIME OF USE (TOU) OPTION:

Customers who select the time of use option will pay a one-time TOU Meter Installation Charge, which is the cost of a TOU meter, plus its installation cost. This Charge is set forth in the City of Santa Clara Municipal Fee Schedule. The manufacturer and model of such meter shall be at the sole discretion of Silicon Valley Power. Time of use periods are as set forth below:

Peak Period: Monday through Saturday, except holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day), beginning at 6:00 AM and ending at 10:00 PM.

Off-Peak Period: All other hours.

The TOU meter is used to measure kWh usage in the peak and off-peak periods. The ratio of peak kWh to total kWh will be used to determine the portion of the First 300 kWh that falls in the peak period. This ratio will also be used to determine the portion of kWh usage above 300 kWh that falls in the peak period.

CITY OF SANTA CLARA
SILICON VALLEY POWER

RATE SCHEDULE IC IRRIGATION CONTROLLER SERVICE	Sheet 1 of 2

APPLICATION:
This schedule is applicable to non-metered service to irrigation controller or sprinkler controllers located either in public streets, highways, and places, or private areas.

RATES:

SERVICE CHARGE:

For each sprinkler or irrigation controller	$9.96 per unit per month
MINIMUM CHARGE:	$9.96 per month

SURCHARGES:

Public Benefits Charge and State Surcharge, as set forth in Note A, are included in the above charge.

NOTES:

(A) SURCHARGES:

PUBLIC BENEFITS CHARGE:
The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy, and low income assistance programs. The surcharge is equal to 2.85% of the otherwise applicable rate.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to estimated kWh per controller times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations

(B) TYPE OF SERVICE:
Energy will be supplied at 120 volts, single phase, two wire service. Where only other voltages are available, applicant shall pay, in advance, Silicon Valley Power's cost to convert from the available voltage to 120 volts.

(C) POINT OF DELIVERY:
Delivery will be made from Silicon Valley Power's existing electric lines at a point mutually agreed upon, without extension thereof to customer's system.

Date Effective: January 1, 2025	**Resolution No. 24-**
Supersedes Rate Effective: January 1, 2024	**Resolution No. 23-9291**

(D) SERVICE CONNECTION:
Silicon Valley Power will provide overhead or underground service in accordance with the current Rules and Regulations for Electric Service. However, applicant shall pay to Silicon Valley Power, in advance, the amount, if any, by which Silicon Valley Power's costs to provide underground service exceeds its cost to provide an overhead service.

(E) MAINTENANCE:
Maintenance will be performed by the customer.

CITY OF SANTA CLARA
SILICON VALLEY POWER

RATE SCHEDULE NM NET ENERGY METERING SERVICE	Sheet 1 of 3

With 2025 Excess Energy Rate

APPLICABILITY:
This Net Energy Metering rate schedule is applicable to all customers served by Silicon Valley Power (SVP), who own and operate a solar or a wind turbine electrical generating facility, or a hybrid system of both. Such facility shall be located on the customer's premises, shall operate in parallel with SVP's transmission and distribution facilities, shall not exceed 1000 kilowatts, and shall only be used primarily to offset part or all of the customer's own electrical requirements. Availability of this schedule to such "customer-generators" will be on a first-come first-served basis, until the total rated generating capacity operated by eligible customer-generators equals 5.0 percent of SVP's annual peak distribution demand.

RATES:
All rates charged under this schedule shall be the same as the rates charged under the eligible customer generator's otherwise applicable rate schedule (OAS). An eligible customer-generator served under this schedule shall be responsible for all charges under the otherwise applicable rate schedule, except that energy usage will be metered and billed on a net basis. An annual bill will be rendered, as required by Section 2827 of the California Public Utilities Code. A monthly statement of accumulated charges and credits shall be provided. Monthly statements shall be subject to SVP's payment provisions pursuant to Municipal Service Rule and Regulation No. 6, except that customers whose OAS is a demand metered SVP Rate Schedule shall be subject to monthly payment of bills, and be subject to annual true-up as necessary. If the energy generated exceeds the energy consumed during the annual billing cycle, at the customer-generator's option, payment shall be made for such excess energy delivered to SVP's distribution facilities as set forth below, or applied as a credit to the next annual billing cycle.

LOAD AGGREGATION OPTION:
An eligible customer-generator with multiple meters may elect to aggregate the electrical load of the meters located on the property where the renewable electrical generation facility is located and on all properties adjacent or contiguous to the property on which the renewable electrical generation facility is located, if those properties are solely owned, leased, or rented by the eligible customer-generator.

If an eligible customer-generator chooses to aggregate the electrical load of such meters, (i) the eligible customer-generator shall be permanently ineligible to receive net surplus electricity compensation, and SVP shall retain any kilowatt-hours in excess of the eligible customer-generator's aggregated electrical load generated during the 12-month period; (ii) the electricity generated by the renewable electrical generation facility shall be allocated to each of the meters in proportion to the electrical load served by those meters for each billing period. This proportionate allocation shall be calculated based on customer-generator's load data averaged over an indicative 12-month period (estimated if necessary) and should be effective for a minimum of 12 months.

METERING:
Net energy metering is the use of a single meter to measure the flow of electricity in two directions. If the existing electrical meter of an eligible customer-generator is not capable of measuring the flow of electricity in two directions the customer-generator shall be responsible for all expenses involved in purchasing and installing a meter that is able to measure electricity flow in two directions. Any additional meter or meters to monitor the flow of electricity in each direction may be installed with the consent of the customer-generator, at SVP expense.

Date Effective: January 1, 2025	**Resolution No. 24-**
Supersedes Rate Effective: January 1, 2024	**Resolution No. 23-9291**

SVP meter(s) to monitor the output of customer-generator's generating facilities are required if customer-generator elects the Load Aggregation Option. Such meters shall be provided by SVP and paid for by the customer-generator.

INTERCONNECTION:
Prior to interconnection, the customer-generator shall execute an interconnection agreement with SVP and shall comply with SVP's Rules and Regulations regarding parallel generation, except that service under a standby rate schedule shall not be required. The customer-generator must also meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the California Public Utilities Commission regarding safety and reliability.

PAYMENT RATE FOR EXCESS ENERGY:
The Payment Rate for Excess Energy shall be revised during each calendar year, and shall consist of the sum of an avoided energy cost charge and an avoided renewable energy value charge. The avoided energy cost is equal to 8000 Btu/kWh times SVP's avoided cost of gas in $/MMBtu. The avoided cost of gas shall be the average of the 12 monthly values for PG&E Citygate taken from Natural Gas Intelligence, adjusted to include transportation to Santa Clara, ending in October of the year prior to the effective date of the Payment Rate for Excess Energy. The avoided renewable energy value charge shall be equal to the average cost of the unbundled renewable energy credits SVP purchased for SVP's RPS compliance in the calendar year 2023.

Payment Rate for Excess Energy effective January 2025: $0.04101 per kWh

Exhibit A

Rate Schedule NM
Derivation of Payment Rate for Excess Energy

1. Avoided energy cost charge:

   Average of the monthly values for PG&E Citygate from Natural Gas Intelligence for the 12 months ending October 2024: $3.792 per MMBtu

   Average cost of transportation from PG&E Citygate to Santa Clara Donald Von Raesfeld Power Plant for the 12 months ending October 2024: $0.615 per MMBtu

   Total average delivered cost of gas: $4.407 per MMBtu

   Avoided energy cost = $4.407 per MMBtu x 8000 Btu/kWh = $0.03526/kWh

2. Avoided renewable energy value charge:

   The average cost of the unbundled renewable energy credits SVP purchased for SVP's RPS compliance in the calendar year 2024: $0.00575 per kWh

3. Payment Rate for Excess Energy beginning January 2025:

	$/kWh
Avoided energy cost charge	$0.03526
Avoided renewable energy value charge	$0.00575
Total	$0.04101

CITY OF SANTA CLARA
SILICON VALLEY POWER

RATE SCHEDULE PA-E ELECTRIC SERVICE TO COMMUNICATIONS ATTACHMENTS TO SVP POLES	Sheet 1 of 2

APPLICABILITY:
This schedule is applicable to unmetered service to telecommunications equipment mounted on SVP-owned poles. Electric usage at each electric connection will be determined as set forth in Note (F) below.

RATES:

CUSTOMER CHARGE:

For each electric connection, per month	$5.31

ENERGY CHARGE (in addition to the Customer Charge):

First 800 kWh, per kWh	$0.25596
Excess over 800 kW, per kWh	$0.23237

SURCHARGES:

Public Benefits Charge and State Surcharge, as set forth in Note A, will be added to the above charges.

NOTES:

(A) SURCHARGES:

PUBLIC BENEFITS CHARGE:
The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy, and low income assistance programs. The surcharge is equal to 2.85% of the otherwise applicable rate.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to estimated kWh per controller times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations

(B) TYPE OF SERVICE:
Energy will be supplied at 120 volts, single phase, two wire service. Where only other voltages are available, applicant shall pay, in advance, Silicon Valley Power's cost to convert from the available voltage to 120 volts.

RATE SCHEDULE PA-E ELECTRIC SERVICE TO COMMUNICATIONS ATTACHMENTS TO SVP POLES	Sheet 2 of 2

(C) POINT OF DELIVERY:
Delivery will be made from Silicon Valley Power's existing electric lines at a point mutually agreed upon, without extension thereof to customer's system.

(D) SERVICE CONNECTION:
Silicon Valley Power will provide overhead or underground service in accordance with the current Rules and Regulations for Electric Service. However, applicant shall pay to Silicon Valley Power, in advance, the amount, if any, by which Silicon Valley Power's costs to provide underground service exceeds its cost to provide an overhead service.

(E) MAINTENANCE:
Maintenance will be performed by the customer.

(F) DETERMINATION OF ELECTIC USAGE:

The amount of electric usage subject to the Energy Charge shall be determined as the product of the rated capacity, expressed in kilowatts, of Customer’s communications equipment served at each connection point times 730. Customer shall be responsible for notifying SVP at least 60 days prior to making any equipment change that would increase or decrease the rated capacity of Customer’s equipment, in order that SVP may make commensurate, timely change to Customer’s billing determinants.

CITY OF SANTA CLARA
SILICON VALLEY POWER

RATE SCHEDULE SB-1 STANDBY GENERAL SERVICE DEMAND METERED	Sheet 1 of 2

DESCRIPTION OF SERVICE

This schedule is applicable to standby service for customer's on-site self-generation operated in parallel with service from SVP under any of SVP's applicable demand-metered rate schedules, where such self-generation is not eligible for service under Schedule NEM. This Schedule does not apply to customer's on-site renewable electrical generation facility where Schedule NEM is applicable. The Capacity Reservation Charges under this Schedule SB-1 are supplemental to the demand charges under the applicable demand-metered rate schedule, and are intended to result in SVP recovering its costs to provide standby services for the on-site generation capacity.

RATES:

CUSTOMER CHARGE:

The Customer Charge is equal to the applicable Customer Charge set forth in Customer's otherwise applicable rate schedule.

CAPACITY RESERVATION CHARGE (CRC):

The Capacity Reservation Charge is equal to the applicable Demand Charge per kW set forth in customer's otherwise applicable Rate Schedule multiplied by the lower of 45% of the nameplate rating of customer's on-site generation or the Reservation Capacity determined pursuant to Note D.

SURCHARGES:

Public Benefits Charge, as set forth in Note B, will be added to the above charges.

NOTES:

(A) FLUCTUATIONS IN CUSTOMER'S SELF-GENERATION OUTPUT:

Customer shall coordinate with SVP's System Dispatcher for changes of 2000 kW or more in the output of customer's self-generation. If operationally necessary and practical, the System Dispatcher may require customer to schedule the return to service of customer's self-generation. Such coordination shall not relieve Customers from Capacity Reservation Charges determined above.

(B) PUBLIC BENEFITS CHARGE:

The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy, and low-income assistance programs. The surcharge is equal to the sum of the Meter Charge and Capacity Reservation Charge, times 0.0285.

(C) PARALLEL OPERATION:

Any customer may operate its generating plant in parallel with SVP's system if the customer's plant is constructed and operated in accordance with SVP Rule. However, a customer who operates its plant in parallel must assume responsibility for protecting SVP and other parties from damage resulting from

negligent operation of the customer's facilities. Customers may be required to meet requirements imposed by other governing entities having jurisdiction over SVP's transmission lines including the California Independent System Operator (CAISO) and the Western Electricity Coordinating Council (WECC). Customer generation under this rate schedule shall be metered by SVP. Customer shall provide a meter location that accommodates SVP's meter and such meter shall be fully accessible by SVP.

(D) RESERVATION CAPACITY:
The Reservation Capacity to be used for billing under the above rates shall be determined as set forth below:

The Reservation Capacity shall be as initially determined by SVP, except that during the first 12-month period following the date of initial determination, SVP may review the specified Reservation Capacity on a monthly basis and make adjustments as warranted (consistent with the criteria specified below). Thereafter, SVP may perform an annual review of the most recent 12 months of actual customer operation and make prospective adjustments to the Reservation Capacity as warranted and consistent with customer's historic operations. Any such adjusted Reservation Capacity shall be effective for a minimum of 12 months unless a documented material change of operation is provided to SVP by the customer. The customer may provide SVP with documentation of such material changes in operations as might call for an adjusted Reservation Capacity at any time. Upon receipt and review of such documentation, SVP shall revise the Reservation Capacity at its sole discretion and such a revision will be effective for the billing period immediately following receipt, acceptance and approval of the documentation and any additional information required by SVP to make such a determination. For purposes of subsequent annual reviews and any resulting adjustment to the Reservation Capacity, the following criteria shall apply:

a. For those customers who operate sufficient non-utility generating capacity so as to ordinarily satisfy all of the electric energy requirements at their site and so do not ordinarily require any service through facilities owned by SVP, the Reservation Capacity shall not exceed the customer's highest peak demand established during the most recent 12 months of actual customer operation;

b. For customers with electric loads that exceed the output capability of their non-utility generation, and thus require the regular provision of supplemental power service through facilities owned by SVP, the Reservation Capacity determination shall consider the number and size of the customer's non-utility generating unit(s), the outage diversity of the non-utility generating units serving the customer's load, and any reduction of customer load commensurate with non-utility generator capacity outages.

CITY OF SANTA CLARA
SILICON VALLEY POWER

RATE SCHEDULE SL-1 STREET AND HIGHWAY LIGHTING	Sheet 1 of 4

APPLICATION:
This schedule is applicable for service to street and highway lighting systems which illuminate publicly-dedicated streets and highways by means of incandescent filament, mercury vapor, or high pressure sodium vapor lamps. This schedule is applicable only to those instances where the customer owns the lighting fixtures, street light supporting structure and interconnecting circuits.

CLASSES OF SERVICES OFFERED:

Class A. Silicon Valley Power provides energy and switching* only.

Class B. Silicon Valley Power provides energy, switching* and maintenance service for lamps and glass.

Class C. Silicon Valley Power provides energy, switching* and maintenance service for complete lighting system.

BURNING SCHEDULE: All night (unless otherwise specified).

RATES (Per Lamp)

Incandescent Lamps		kWh\lamp	Class A	Class B	Class C	Half-hour Adjustment (All Classes)
4,000 lumens		94	$28.28	$30.88	$32.42	$0.680
6,000 lumens		130	$39.92	$42.41	$44.27	$0.930
Mercury Vapor Lamps						
Watts	Initial lumens					
175	7,500	61	$21.45	$22.79	$24.90	$0.480
250	11,000	88	$29.63	$31.30	$33.47	$0.650
400	21,500	140	$45.12	$46.64	$48.74	$1.010
700	37,000	245	$74.96	$78.09	$80.28	$1.750
1,000	57,000	350	$106.04	$108.79	$110.88	$2.450

* Switching Service is closed to new installations.

High Pressure Sodium Vapor Lamps

Watts	Initial lumens	kWh\lamp	Class A	Class B	Class C	Half-hour Adjustment (All Classes)
100	8,500	35	$11.29	$14.01	$16.08	$0.300
150	16,000	53	$21.06	$24.27	$25.89	$0.470
250	30,000	88	$32.72	$39.69	$41.77	$0.720
400	50,000	140	$47.26	$52.04	$54.19	$1.080

SURCHARGES:
The above rates include an adjustment for a Public Benefits Charge and State Surcharge as defined in Note A.

NOTES:

(A) SURCHARGES:

PUBLIC BENEFITS CHARGE:
The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy, and low income assistance programs. The surcharge is equal to 2.85% of the otherwise applicable rate.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to kWh billed times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations

(C) TYPE OF SERVICE:
This rate schedule is applicable to multiple street lighting systems. Multiple current will be supplied at nominal voltage level of 120/240 volts or 120/208 volts at the discretion of Silicon Valley Power, three-wire, single phase.

(D) ANNUAL OPERATING SCHEDULES:
The above rates for All-Night service assume 11 hours operation per night and apply to lamps which will be turned on and off once each night in accordance with a regular operating schedule agreeable to the customer but not exceeding 4,100 hours per year.

(E) OPERATING SCHEDULES OTHER THAN ALL-NIGHT:

Rates for regular operating schedules other than full all-night will be the All-Night rate plus or minus, respectively, the half-hour adjustment for each half-hour more or less than an average of 11 hours per night. This adjustment will apply only to lamps on regular operating schedules of not less than 1,095 hours per year, or 3 hours per night, nor more than 4,500 hours per year.

(F) OVERHEAD DELIVERY POINT:
Delivery will be made from Silicon Valley Power's existing overhead lines without extension to the customer's system or at a point mutually agreed upon, not to exceed 150 feet except in special situations at Silicon Valley Power's convenience. Silicon Valley Power will provide at its expense an overhead service drop to a customer-owned inter-connected group of lamps having a connected load of not less than 2 kW. For a customer-owned inter-connected group of lamps having a connected load of less than 2 kW or individual customer electroliers with a self-contained photo cell switch, Silicon Valley Power will connect the customer's overhead service wire to Silicon Valley Power's overhead lines at the customer's expense.

(G) UNDERGROUND SERVICE:
Silicon Valley Power will provide underground service connection to a mutually agreed upon point from its overhead or underground system to one electrolier of each group of interconnected electroliers provided that the lighting system has been arranged for the least number of practical service points, there is at least 3 kW of connected load, and there are at least ten electroliers in the group. This service connection shall not exceed 25 feet from the base of the Silicon Valley Power pole in an overhead line or 40 feet of an underground line. In the event distances exceed 25 feet from a pole in an overhead system or 40 feet in an underground system, customer shall pay to Silicon Valley Power the actual expense of extending the underground feeder circuitry to the point of connection to Silicon Valley Power's overhead or underground system. In the event the customer requests service to a system of less than 10 electroliers, or less than 3 kW of connected load, customer shall install and own the extension from his system to Silicon Valley Power's distribution system and shall pay Silicon Valley Power the actual costs of connection to the system.

(H) MAINTENANCE:
Class B and C rates include all labor and material necessary for the cleaning or replacement of lamps and glassware, but is limited to glassware such as is commonly used and manufactured in reasonably large quantities. Charges will be made for lamps or glassware requiring replacement more than two (2) times in one year. Under Class C rates Silicon Valley Power will also isolate any trouble in customer's system which has resulted in outages or diminished light output. Silicon Valley Power will make necessary repairs without replacement on accessible wiring between poles and on equipment and wiring in and on poles to keep the system in operating condition. Silicon Valley Power will provide labor for the replacement of material such

as ballast's, photo-electric controls, relays, fixtures, individual poles, individual cable runs between poles where such runs are in conduit, and other individual parts of the system. The customer shall compensate Silicon Valley Power for any materials furnished. The Class C rate does not provide for any major excavation or any major replacement at Silicon Valley Power's expense of circuits, conduits, poles or fixtures owned by the customer.

This schedule does not provide for maintenance to low pressure sodium vapor or metal halide lamps; however, at the request of the customer, Silicon Valley Power will perform any of the routine maintenance described above on a time and material cost basis provided Silicon Valley Power's regular standard maintenance equipment and procedures can be used.

(I) LAMPS OTHER THAN STANDARDS:
Lamps other than the standard types and wattages referred to above may be used in Class A service only and will be billed at an average rate per watt per month of $ 0.14. LED street lighting falls in this category.

CITY OF SANTA CLARA
SILICON VALLEY POWER

RATE SCHEDULE SL-2 PRIVATE OUTDOOR AREA LIGHTING SERVICE	Sheet 1 of 3

APPLICATION
This schedule is applicable to private all night outdoor area lighting service which illuminates privately-owned lands and property supplied from an overhead source. This schedule is applicable only to those instances where Silicon Valley Power installs, owns and maintains all facilities required to service in accordance with the Municipal Code of the City of Santa Clara and the Rules and Regulations for Electric Service. Service to lamps hereunder shall be continuous and temporary disconnection shall not be made.

BURNING SCHEDULE:
Each lamp shall be turned on and off once each night from dusk to dawn in accordance with a regular burning schedule, not to exceed forty-one hundred (4,100) hours per year.

RATES:

	Rate per Lamp Per Month
250 Watt mercury-vapor floodlight or	
150 Watt high pressure sodium vapor floodlight	$45.57

This rate schedule is applicable to alternating current service at a frequency of approximately 60 cycles, 120 or 240 volts, single phase. The 250 Watt mercury-vapor floodlamp type luminaire shall be mounted from a bracket attached or supported to Silicon Valley Power-owned wood poles and actuated by a photo-electric cell.

SURCHARGES:
Public Benefits Charge and State Surcharge, as defined below in Note A, is included in the above charge.

Public Benefits Charge	$1.29
State Surcharge	$0.02
Total	$1.31 per Lamp

NOTES:

(A) SURCHARGES:

PUBLIC BENEFITS CHARGE:
The Public Benefits Charge is a state required non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy, and low income assistance programs. The surcharge is equal to 2.85% of the otherwise applicable rate.

STATE SURCHARGE:
The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to estimated kWh per lamp times the State Surcharge Rate. The

current State Surcharge Rate can be found on SVP's website at:

http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations

(B) BILLING:
Presentation of billing shall coincide with that of the customer's primary premise account, where such account exists at the same location and no bill will be rendered for the first partial month of service. If the customer does not have a primary premise account, a monthly bill shall be prepared and presented in accordance with the rate and terms of this schedule.

No credit will be given for non-burning lamp time resulting from a fixture failure of any cause which is repaired by Silicon Valley Power in a reasonable period of time. No billing shall be apportioned among two or more customers or tenants. At the customer's option, charges may be paid in advance.

(C) CONTRACTS:
When service is requested by a tenant under this schedule, Silicon Valley Power may require the property owner(s) to enter into a contract with Silicon Valley Power concerning placement of special lighting facilities before service is established.

(D) NOTIFICATION AND REMOVAL:
The latest effective Schedule SL-2 is applicable until canceled on thirty (30) days prior written notice by the customer, or by Silicon Valley Power, at which time the light will be removed.

(E) INSTALLATION - MATERIALS AND MAINTENANCE:
Silicon Valley Power will not install floodlight luminaries for private use at the rate established in this schedule on anything but Silicon Valley Power's wood poles, supporting lines and guys existing on easement for Silicon Valley Power facilities.

Silicon Valley Power will not install any material for private use other than the floodlight, mastarm or bracket, and necessary wire, moulding and other materials necessary to connect energy to the floodlight from the secondary line. Said installation shall not exceed an extension of ten (10) feet, including the mastarm or bracket from the pole measured at right angles to the secondary line.

Upon receipt of notice from a customer of the failure of a lamp to operate as scheduled, Silicon Valley Power will, within a reasonable period of time, make the necessary repairs during normal working hours. It shall be the responsibility of the customer to notify Silicon Valley Power of any malfunctions.

(F) EXTENDING SECONDARY:
Silicon Valley Power shall extend its secondary lines one span to supply energy not to exceed 150 feet to the mercury-vapor floodlight at the basic rate in this schedule at no extra cost to the customer.

Additional extensions of secondary facilities shall be limited to three spans, but not to exceed six hundred

(600) feet total. The cost of the material, labor and equipment for such extension shall be computed and added to the billing for the first month.

(G) RELOCATION:
Silicon Valley Power shall, upon customer's written request, relocate its lighting facilities, provided that the customer reimburses Silicon Valley Power for all costs incurred by Silicon Valley Power to complete such relocation.

CITY OF SANTA CLARA
SILICON VALLEY POWER

RATE SCHEDULE TC TRAFFIC CONTROL SERVICE	Sheet 1 of 2

APPLICATION:
This schedule is applicable to non-metered service for traffic directional sign or signal lighting systems owned by governmental agencies and located on outdoor publicly owned street, highways and places.

RATES:

SERVICE CHARGE:

For each Standard Service Connection:	$29.91 per 2 or 3-signal head per month $29.91 per pedestrian signal unit per month
Minimum Charge:	$29.91 per month
For each Red LED Service Connection:	$21.84 per 2 or 3-signal head per month $21.84 per pedestrian signal unit per month
Minimum Charge:	$21.84 per month
For each Red and Green LED Service Connection:	$15.84 per 2 or 3-signal head per month $15.84 per pedestrian signal unit per month
Minimum Charge:	$15.84 per month

SURCHARGES:

Public Benefits Charge and State Surcharge, as defined below in Note A, are included in the above charges.

	Standard	Red LED	Red + Green LED
Public Benefits Charge	$0.82	$0.53	$0.46
State Surcharge	$0.01	$0.01	$0.00
Total	$0.83	$0.54	$0.46

NOTES:

(A) SURCHARGES:

PUBLIC BENEFITS CHARGE:
The Public Benefits Charge is a non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, and low income assistance programs. The surcharge is equal to 2.85% of the otherwise applicable rate.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for the California Energy Commission. The amount included is equal to estimated kWh per signal head times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations

(B) TYPE OF SERVICE:
Energy will be supplied at 120/240 volt single phase service (120/208 volts star in certain localities) unless the customer pays the additional initial cost of a 277/480 volt supply. However, service at 277/480 volts from underground systems will be made available only for new services at the option of Silicon Valley Power when this type of service is practical from Silicon Valley Power's engineering standpoint.

(C) POINT OF DELIVERY:
Delivery will be made from Silicon Valley Power's existing electric lines at a point mutually agreed upon, without extension thereof to customer's system.

(D) SERVICE CONNECTION:
Silicon Valley Power will provide, at its expense, an overhead service drop to the customer-owned system; however, where the customer requests and underground service the customer will install and own the extension from his system to the Silicon Valley Power's nearest junction box or to the base of the pole where service is readily available and will pay the amount, if any, by which the cost of connecting to the Silicon Valley Power's distribution system exceeds the cost of an overhead service drop.

(E) METERING:
Each point of delivery will be billed separately.

(F) SWITCHING AND MAINTENANCE:
Switching and maintenance will be performed by the customer.

CITY OF SANTA CLARA
SILICON VALLEY POWER

RATE SCHEDULE TS-1 NON-METERED TRANSIT SHELTER ADVERTISEMENT LIGHTING	Sheet 1 of 1

DESCRIPTION OF SERVICE:
This rate schedule is applicable to non-metered service provided for transit shelter advertisement lighting on public streets, highways, other public places, and private areas. Under this schedule, each transit shelter with a lighted advertisement feature shall contain no more than a single six-foot, four-lamp high-output fluorescent lighting fixture, or equivalent fixture with a wattage rating of not more than 385 watts, and shall be photosensor controlled so as to provide illumination from dusk to dawn.

RATES:

For each Transit Shelter Advertisement Lighting Fixture	$47.03 per fixture per month

SURCHARGES:
Public Benefits Charge and State Surcharge, as set forth below in Note A, is included in the above charge.

Public Benefits Charge	$1.31
State Surcharge	$0.02
Total	$1.33 per fixture

NOTES:

(A) SURCHARGES:

PUBLIC BENEFITS CHARGE:
The Public Benefits Charge is a non-bypassable surcharge imposed on all sales of electricity and electrical services. It is used to fund public goods research, development, and demonstration, as well as, energy efficiency activities, renewable energy, and low income assistance programs. The amount included is equal to 2.85% of the otherwise applicable rate.

STATE SURCHARGE: The state surcharge is required by California state law, and supports funding for the California Energy Commission. The surcharge is equal to estimated kWh per shelter times the State Surcharge Rate. The current State Surcharge Rate can be found on SVP's website at:

http://www.siliconvalleypower.com/svp-and-community/rules-and-regulations

(B) POINT OF DELIVERY:
Delivery will be made from Silicon Valley Power's existing electric lines at a point mutually agreed upon, without extension thereof to customer's system.

(C) MAINTENANCE:
Maintenance will be performed by the customer.

Date Effective: January 1, 2025	**Resolution No. 24-**
Supersedes Rate Effective: January 1, 2024	**Resolution No. 23-9291**

RTC 24-51
ATTACHMENT 2

Monthly Bill Comparisons with Proposed 5% Increase

2025 Residential Customer Change			
	Low User (300 kWh)	Average (410 kWh)	High User (1,000 kWh)
Current Rate	$49.02	$67.64	$167.54
Proposed Rate	$51.46	$71.01	$175.91
Increase	$2.44	$3.37	$8.37

2025 Commercial/Industrial Customer Change					
	Small Business C1 (1,000 kWh)	Large Commercial / Small Industrial CB-1 (500,000 kWh)	Large Industrial CB-3 (2,000,000 kWh)	Very Large Industrial CB-6 (19,500,000 kWh)	5 Largest Industrial CB-6 (41,000,000 kWh)
Current Rate	$251.60	$88,742	$332,611	$2,811,974	$5,578,861
Proposed Rate	$264.16	$93,177	$349,213	$2,952,284	$5,857,146
Increase	$12.56	$4,435	$16,602	$140,310	$278,285

REPORT TO COUNCIL

SUBJECT
PUBLIC HEARING: Action on a Vesting Tentative Parcel Map at 4590 Patrick Henry Drive for the Creation of Two Lots

COUNCIL PILLAR
Promote and Enhance Economic, Housing and Transportation Development

BACKGROUND
The applicant requests approval of a Vesting Tentative Parcel Map (File No. PLN24-00130) to subdivide the 2.79-acre property at 4590 Patrick Henry Drive into two lots to accommodate the construction of a new eight-story 284-unit multi-family residential building on a 2.24-acre lot. The other lot will be a 0.55-acre public park that is dedicated to the City.

The site is zoned Urban Village (UV) and has a General Plan Land Use Designation of Urban Village, which allows for a residential density of 100-149 dwelling units per acre. It is also within the Patrick Henry Drive Specific Plan. The 0.55-acre public park is identified as open space in the Specific Plan. The proposed park design and programming is being reviewed under a separate process through the Parks and Recreation Commission and City Council.

The Architectural Review of the eight-story 284-unit multi-family residential building project (File No. PLN23-00290) was heard at the Development Review Hearing (DRH) on October 16, 2024 and continued to November 13, 2024 DRH in order for the applicant to provide perspective renderings to respond to comments from members of the public on architecture and massing as well as justify the requested density bonus waivers and concessions. At the November 13, 2024 DRH, the project was determined to be consistent with the applicable requirements of the Zoning Ordinance and the Patrick Henry Drive Specific Plan and approved.

Per Section 17.05.400 of the City Code, consideration and action on a Tentative Parcel Map is a function of the City Council. A recommendation from the Planning Commission is not required for minor subdivisions of four lots or fewer.

DISCUSSION
The Vesting Tentative Parcel Map proposes to subdivide one existing lot into two lots. The Patrick Henry Drive Specific Plan has identified a portion of the existing 2.79-acre lot at 4590 Patrick Henry Drive to be open space. The proposed subdivision will create one lot for the multi-family residential project. The remainder of the lot will be dedicated to the City as a 0.55-acre park and will be a part of a larger 1.75-acre public park that straddles adjacent property lines as identified in the Specific Plan.

The proposed Vesting Tentative Parcel Map (Attachment 1) was reviewed by the City’s Subdivision

Committee and determined complete for review by Council in accordance with Section 17.05.400(c) of the City Code on September 13, 2024. Staff has confirmed that the proposed subdivision will not result in any inconsistencies with the General Plan and zoning designations for the property, Building Code, or other applicable requirements. Conditions of Approval have been prepared and are provided as Attachment 3.

Approval of the Vesting Tentative Parcel Map would allow the 0.55-acre portion of the existing lot to be dedicated to the City as a public park. It would also allow the property owner flexibility in financing and/or leasing of the property, thereby supporting their long-term use consistent with policies and goals contained in the City's General Plan.

ENVIRONMENTAL REVIEW

On March 22, 2022, the City of Santa Clara certified the Patrick Henry Drive Specific Plan (PHDSP) Final Environmental Impact Report (FEIR) and approved the PHDSP. The intent and purpose of the PHDSP FEIR was to provide program-level environmental review for the PHDSP, while allowing for specific development projects that would implement the PHDSP to tier from the FEIR to avoid redundant environmental review by focusing only on those issues that would be specific to a given project and site location.

The proposed Vesting Tentative Parcel Map is consistent with the approved FEIR and would not result in a new impact on the environment or significantly increase the severity of any previously identified impact.

FISCAL IMPACT

There is no cost to the City other than administrative staff time and expense for the processing of this application typically covered by processing fees paid by the applicant.

COORDINATION

This report has been coordinated with the City Attorney's Office.

PUBLIC CONTACT

On November 6, 2024, a notice of public hearing was published in The Weekly, a newspaper of general circulation, and on November 7, 2024, notice of this item was mailed to property owners within 1,000 feet of the project site. At the time of this report, Planning staff has not received public comments regarding the proposed project.

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

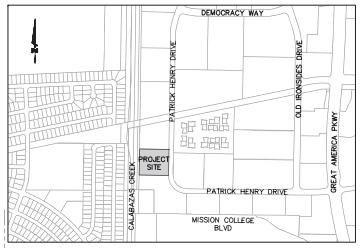
Adopt a resolution to approve the Vesting Tentative Parcel Map to subdivide the existing parcel for the creation of two lots at the property located at 4590 Patrick Henry Drive.

Reviewed by: Reena Brilliot, Acting Director of Community Development
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Vesting Tentative Parcel Map
2. Resolution Approving Vesting Tentative Parcel Map
3. Conditions of Approval
4. DRH Staff Report - October 16, 2024
5. Correspondence

© BKF Engineers



VICINITY MAP
N.T.S.

SHEET INDEX

SHEET NO.	SHEET TITLE
1	TM-1 VESTING TENTATIVE PARCEL MAP
2	C1.0 EXISTING CONDITIONS
3	C2.0 PRELIMINARY SITE PLAN
4	C3.0 PRELIMINARY GRADING PLAN
5	C4.0 PRELIMINARY UTILITY PLAN
6	C5.0 CROSS SECTIONS
7	C6.0 PRELIMINARY STORMWATER MANAGEMENT PLAN
8	C6.1 PRELIMINARY STORMWATER MANAGEMENT DETAILS
9	C6.2 BEST MANAGEMENT PRACTICES
10	C7.0 FIRE ACCESS PLAN

ENGINEER'S STATEMENT

THIS TENTATIVE MAP HAS BEEN PREPARED BY ME OR UNDER MY DIRECTION, AT THE REQUEST OF 4590 PATRICK HENRY LLC ON 03/05/2024

PRELIMINARY

NORMAN I. KONTOROVSKY
P.E. NO. 78090
IKONTOROVSKY@BKF.COM
DATE: MARCH 05, 2024

PROFESSIONAL ENGINEER — NORMAN I. KONTOROVSKY — C 78090 — CIVIL — STATE OF CALIFORNIA

ENGINEER OF WORK

I HEREBY DECLARE THAT I AM THE CIVIL ENGINEER OF WORK FOR THIS PROJECT AND THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THIS PROJECT AS DEFINED IN SECTION 6703 OF THE STATE OF CALIFORNIA, BUSINESS PROFESSIONAL CODES, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

PRELIMINARY

CASEY JOHNSON
P.E. NO. 93822
CJOHNSON@BKF.COM
DATE: MARCH 05, 2024

PROFESSIONAL ENGINEER — CASEY JOHNSON — C 93822 — CIVIL — STATE OF CALIFORNIA

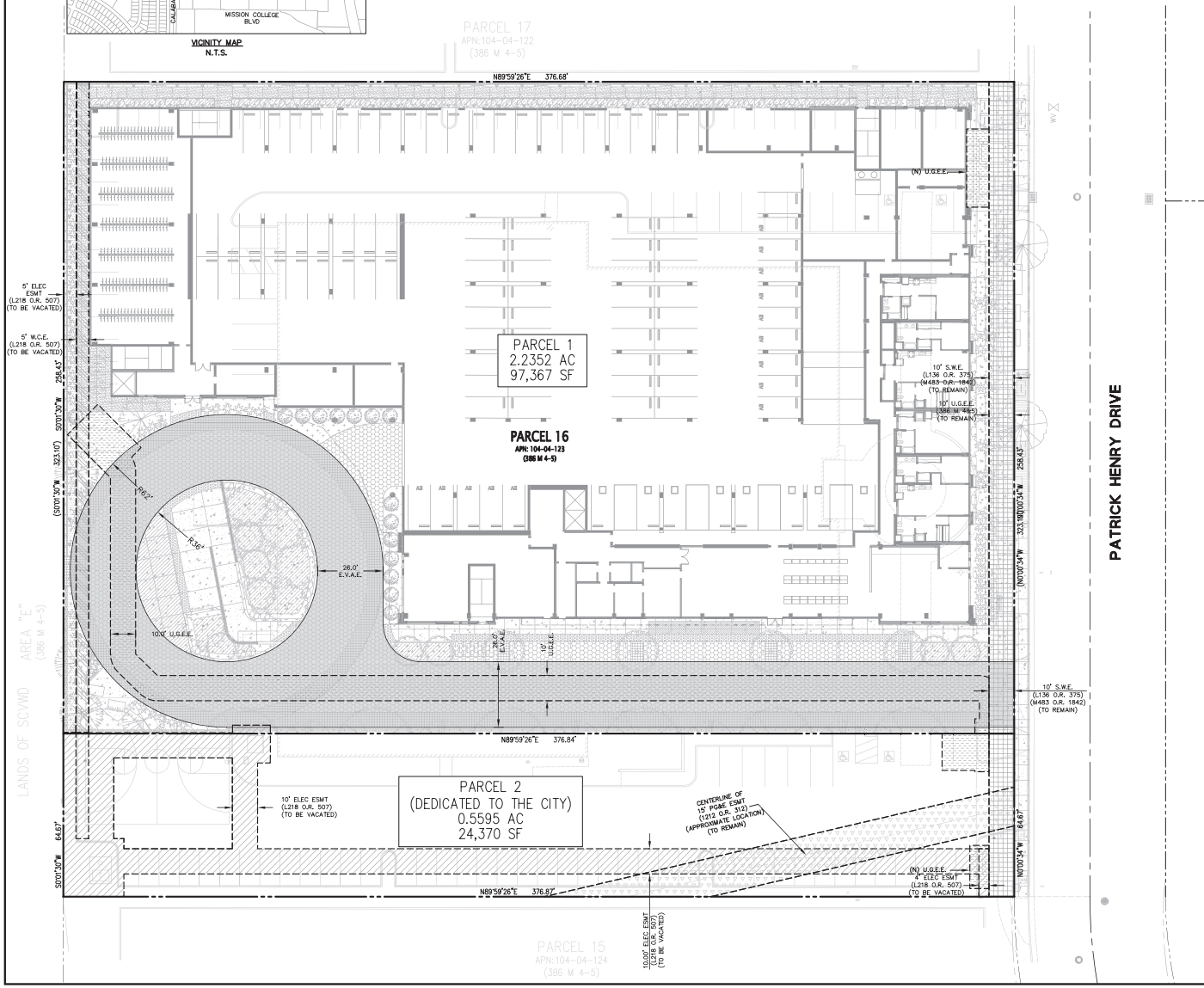
SURVEYOR'S STATEMENT

THIS TENTATIVE MAP HAS BEEN PREPARED BY ME OR UNDER MY DIRECTION, AT THE REQUEST OF 4590 PATRICK HENRY LLC ON 03/05/2024

PRELIMINARY

JOHN KOROYAN
P.L.S. NO. 8883
JKOROYAN@BKF.COM
DATE: MARCH 05, 2024

LICENSED LAND SURVEYOR — JOHN KOROYAN — No. 8883 — STATE OF CALIFORNIA



LEGEND

- PROPERTY LINE
- EASEMENT LINE
- ADJACENT LOT LINE
- STREET CENTER LINE
- PROPOSED EMERGENCY VEHICLE ACCESS EASEMENT AND INGRESS/EGRESS EASEMENT TO ACCESS UNDERGROUND ELECTRIC EASEMENT
- EXISTING UNDERGROUND ELECTRIC EASEMENT AND SIDEWALK EASEMENT TO REMAIN
- EXISTING ELECTRIC EASEMENT TO REMAIN
- EXISTING ELECTRIC EASEMENT / WIRE CLEARANCE EASEMENT TO BE VACATED
- WIRE CLEARANCE EASEMENT TO REMAIN
- EXISTING PG&E EASEMENT TO REMAIN
- PROPOSED UNDERGROUND ELECTRIC EASEMENT
- PROPOSED WATER UTILITY EASEMENT

ABBREVIATIONS

AC	ACRE	PG&E	PACIFIC GAS & ELECTRIC COMPANY
APN	ASSESSORS PARCEL NUMBER	R	RADIUS
COMM	COMMUNICATION	S	SOUTH
E	EAST	SF	SQUARE FEET
ELEC	ELECTRIC	S.W.E.	SIDEWALK EASEMENT
ESMT	EASMENT	U.G.E.E.	UNDERGROUND ELECTRICAL EASEMENT
E.V.A.E.	EMERGENCY VEHICLE ACCESS EASEMENT	W	WEST
M	MAPS	W.C.E.	WIRE CLEARANCE EASEMENT
N	NORTH	WV	WATER VALVE
NTS	NOT TO SCALE		
O.R.	OFFICIAL RECORD		

VESTING TENTATIVE PARCEL MAP NOTES

GENERAL NOTES:

1. VESTING TENTATIVE PARCEL MAP: THIS VESTING TENTATIVE PARCEL MAP CONFORMS TO THE REQUIREMENTS OF CHAPTER 17, ARTICLE V, SECTION 400, "SUBDIVISION OF FOUR OR FEWER PARCELS (MINOR SUBDIVISIONS)" OF THE CITY OF SANTA CLARA MUNICIPAL CODE. THE VESTING TENTATIVE PARCEL MAP WILL CREATE TWO (2) PARCELS FROM THE ONE (1) EXISTING PARCEL. PARCEL 2 IS CREATED ON THIS MAP IS FOR FUTURE DEDICATION TO THE CITY OF SANTA CLARA.
2. UTILITIES: UTILITY SIZING AND LOCATIONS ARE PRELIMINARY AND SUBJECT TO FINAL ENGINEERING DESIGN. SEE UTILITY CLEARANCE REQUIREMENTS NOTES ON SHEET C4.0.
3. EASEMENTS: EXISTING EASEMENTS ARE LISTED IN THE VESTING TENTATIVE PARCEL MAP.
4. UNDERGROUND UTILITY EASEMENT: SILICON VALLEY POWER (SVP) UTILITY STRUCTURES AND ASSOCIATED CONDUIT WILL BE PACED IN THEIR OWN RESPECTIVE EASEMENTS. LOCATIONS OF THESE EASEMENTS ARE TENTATIVELY SHOWN ON SHEET C4.0 AND WILL BE FULLY DETERMINED WHEN SVP HAS FINISHED DESIGN OF THESE FACILITIES.
5. FEMA: THE SUBJECT PROPERTY IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR SANTA CLARA COUNTY, CALIFORNIA, MAP NUMBER 06085C0063H FOR COMMUNITY NUMBER 060350 (CITY OF SANTA CLARA), WITH AN EFFECTIVE DATE OF MAY 18, 2009, AS BEING LOCATED IN FLOOD ZONE "X-SHADED". ACCORDING TO FEMA THE DEFINITION OF ZONE "X-SHADED" IS:

   AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS OF PROTECTED LEVEES FROM 1% ANNUAL CHANCE FLOOD.
6. LEGAL DESCRIPTION:

REAL PROPERTY IN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL OF PARCEL 16, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "PARCEL MAP BEING A RESUBDIVISION OF PARCELS 1, 3, 4, 5 & 9 AND AREAS A, B, & D, AS SHOWN ON PARCEL MAP 3399 RECORDED IN BOOK 368 OF MAPS, AT PAGES 36 AND 37 SANTA CLARA COUNTY RECORDS", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON DECEMBER 29, 1976 IN BOOK 386 OF MAPS, AT PAGES 4 & 5.

7. OWNER:
   4590 PATRICK HENRY LLC
   C/O WALNUT HILL CAPITAL GROUP LLC
   101 CALIFORNIA STREET, SUITE 950
   SAN FRANCISCO, CA 94111
   CONTACT: JIMMY PARK
   (415) 373-6242
8. DEVELOPER/BUILDER:
   KASA PARTNERS
   ONE EMBARCADERO CENTER, SUITE 1020
   SAN FRANCISCO, CA 94111
   CONTACT: JAMES SUH
   (415) 373-6242
   JSUH@KASA-PARTNERS.COM
9. CIVIL ENGINEER:
   BKF ENGINEERS
   1730 N. FIRST STREET, SUITE 600
   SAN JOSE, CA 95112
   CONTACT: ISAAC KONTOROVSKY
   (408) 467-9100
   IKONTOROVSKY@BKF.COM
10. SITE ADDRESS:
   4590 PATRICK HENRY DRIVE
   SANTA CLARA, CA 95054
11. ASSESSORS PARCEL NO.
   PARCEL 16: 104-04-123

GRAPHIC SCALE 1"=20'
20 0 20 40

BKF ENGINEERS
1730 N. FIRST STREET
SUITE 600
SAN JOSE, CA 95112
(408) 467-9100
www.bkf.com

4590 PATRICK HENRY DRIVE
VESTING TENTATIVE PARCEL MAP
APPLICATION FILE PLN23-00290

CITY OF SANTA CLARA — SANTA CLARA COUNTY — CALIFORNIA

Revisions

No.	
Date 09/03/2024	
Scale AS SHOWN	
Design CJ	
Drawn CJ	
Approved IK	
Job No.20200736	

Drawing Number: TM-1

DRAWING NAME: \\BKF-Sj\vol4\2020\200736_Santa_Clara_4590_Patrick_Henry_Dr\ENG\PLANNING\SHEETS\00_4590_PHD_TPM.dwg
PLOT DATE: 09-03-24 PLOTTED BY: CHRA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA TO APPROVE A VESTING TENTATIVE PARCEL MAP TO SUBDIVIDE ONE PARCEL INTO TWO PARCELS FOR THE PROPERTY LOCATED AT 4590 PATRICK HENRY DRIVE, SANTA CLARA

PLN24-00130 (Tentative Parcel Map)

WHEREAS, on June 21, 2023, Katia Kamangar ("Applicant") on behalf of 4590 Patrick Henry Drive LLC ("Owner") submitted a formal application (PLN24-00310) requesting a Vesting Tentative Parcel Map to subdivide a 2.79-acre lot into two lots for the property at 4590 Patrick Henry Drive ("Project Site");

WHEREAS, the Project Site is currently zoned as Urban Village (UV) and has a General Plan land use designation of Urban Village;

WHEREAS, the Project Site is within the Patrick Henry Drive Specific Plan;

WHEREAS, on November 13, 2024, the Architectural Review (PLN23-00290) to construct the eight-story multifamily residential building was approved at the Development Review Hearing (DRH);

WHEREAS, the application (PLN24-00310) is for a Vesting Tentative Subdivision Map to subdivide the existing lot into two lots for the development of an eight-story 284-unit multifamily residential building on one lot and the remainder of the lot will be a 0.55-acre park dedicated to the City as shown on the Vesting Tentative Map, attached hereto and incorporated herein by this reference;

WHEREAS, the proposed subdivision is consistent with the approved site plan and improvements on the Project Site for the development of an eight-story 284-unit residential project approved on October 16, 2024;

WHEREAS, pursuant to Section 17.05.220 of the Code of the City of Santa Clara ("SCCC"), a Tentative Parcel Map shall be required for the division of land into four or fewer lots;

WHEREAS, on September 13, 2024, the Subdivision Clearance Committee determined that the application was complete and that the proposed Vesting Tentative Parcel Map should proceed to the City Council in conformance with Section 17.05.400 of the SCCC;

WHEREAS, on March 22, 2022, the City of Santa Clara certified the Patrick Henry Drive Specific Plan (PHDSP) Final Environmental Impact Report (FEIR) and approved the PHDSP;

WHEREAS, the proposed Vesting Tentative Parcel Map is consistent with the approved FEIR and would not result in a new impact on the environment or significantly increase the severity of any previously identified impact;

WHEREAS, SCCC Section 17.05.400 requires that the City Council conduct a public hearing before the approval of a Vesting Tentative Parcel Map for the division of land;

WHEREAS, on November 7, 2024, notices of the public hearing on the Vesting Tentative Parcel Map were mailed to all property owners within 1,000 feet of the property, according to the most recent Assessor's roll;

WHEREAS, a notice of the public hearing was published in *The Weekly*, a newspaper of general circulation, on November 6, 2024 for the November 19, 2024, City Council Meeting; and

WHEREAS, on November 19, 2024, the City Council held a duly noticed public hearing to consider the Vesting Tentative Parcel Map application, at which time all interested persons were given an opportunity to give testimony and the City Council considered the information presented in the Staff Report and all verbal and written evidence.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. Vesting Tentative Parcel Map Findings. Pursuant to California Government Code Sections 66426 and 66428 and SCCC Section 17.05.400(f), the City Council finds and determines that:

A. The Vesting Tentative Parcel Map is consistent with the objectives, policies, general land uses and programs specified in the City's General Plan and applicable Specific Plans

in that the Vesting Tentative Map subdivides the existing 2.79-acre Project Site into two lots to develop a 284-unit multifamily residential building on a 2.24-acre lot with the remaining 0.55-acre lot to be a park dedicated to the City, consistent with the Patrick Henry Drive Specific Plan, subject to conditions set forth in the Conditions of Approval, attached hereto and incorporated by this reference.

B. The design and improvements of the proposed subdivision are consistent with the City's General Plan and applicable Specific Plan, in that the Vesting Tentative Parcel Map facilitates development of housing stock for the community; and furthermore complies with General Plan Land Use and Transitional Goals and Polices of the General Plan in that it transforms the industrial lot to a high density residential development that would transition in scale and intensity of use with existing and planned land uses; and is in proximity to transit with multi-modal connections to local and regional transit service to support transit ridership and reduce vehicle miles traveled.

C. The site is physically suitable for the proposed type of development, in that the Project is compatible with the existing adjacent industrial and residential uses.

D. The site is physically suitable for the proposed density of development, in that the Project Site is consistent with the density and uses as specified in the Patrick Henry Drive Specific Plan.

E. The design of the subdivision and type of improvements are not likely to cause serious health problems, in that the proposed residential subdivision will implement Covenants, Conditions, and Restrictions for operation and maintenance of the building and site improvements and does not propose the use of hazardous materials.

F. The design of the subdivision and type of improvements are not likely to cause substantial environmental damage and will not substantially or unavoidably injure fish or wildlife or their habitat in that the Project Site is located in an urbanized setting, is a developed site, and the proposed subdivision includes mitigation measures, as identified in the Patrick Henry

Drive Specific Plan Environmental Impact Report, that will reduce impacts to less-than-significant levels.

G. The design of the subdivision and type of improvements will not conflict with easements acquired by the public at large or use of property within the proposed subdivision in that it is designed to avoid encroachment and conflicts with public easements in the site design.

H. The Tentative Parcel Map provides, to the extent feasible, for future passive or natural heating or cooling opportunities, in that it would allow flexibility in the development standards to maximize the benefits of green building standards for site and building design.

3. Based on the findings set forth in this Resolution and the evidence in the Staff Report and such other evidence as received at the public hearings on this matter, the City Council hereby approves the Vesting Tentative Parcel Map, substantially in the form on file as shown on the attached Vesting Tentative Parcel Map, subject to conditions of approval attached as “Conditions of Approval” and hereby incorporated by this reference.

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4. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 19TH DAY OF NOVEMBER 2024, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments Incorporated by Reference:
1. Vesting Tentative Parcel Map
2. Conditions of Approval

Conditions of Vesting Tentative Parcel Map Approval

PLN24-00310 / 4590 Patrick Henry Drive

Tentative Parcel Map to subdivide existing lot into two lots for the property located at 4590 Patrick Henry Drive.

GENERAL

G1. **Subdivision Expiration.** This subdivision shall automatically be revoked and terminated if not used within two years of original grant or within the period of any authorized extension thereof. The date of granting this subdivision is the date this subdivision is approved by the Decision-making body and the appeal period has exhausted. The expiration date is November 19, 2026.

G2. **Conformance with Plans.** The lot design on the subdivision map shall be designed in conformance with the subdivision map, as approved by the decision-making body.

G3. **Conditions of Plans.** All conditions of approval for this subdivision shall be reprinted and included within the first three sheets of the subdivision map sets submitted for review and approval. At all times these conditions of approval shall be on all grading and construction plans kept on the project site.

G4. **Necessary Relocation of Public Facility.** If relocation of an existing public facility becomes necessary due to a conflict with the developer's new improvements, then the cost of said relocation shall be borne by the developer.

G5. **Indemnify and Hold Harmless.** The owner or designee agrees to defend and indemnify and hold City, its officers, agents, employees, officials and representatives free and harmless from and against any and all claims, losses, damages, attorney's fees, injuries, costs, and liabilities from any suit for damages or for equitable or injunctive relief which is filed by a third party against the City by reason of its approval of owner or designee's project.

G6. **Building Codes as Amended.** See Title 15 of the Santa Clara City Code for any amendments to the California Building Codes.

G7. **Reach Codes.** This project is subject to the provisions of the City of Santa Clara 2022 Reach Code, effective January 2022. See Ordinance No. 2034 and/or Title 15 of the Santa Clara City Code.

a. Chapter 15.36 – Energy Code for "all electric" provisions for new construction.
b. Chapter 15.38 – Green Building Code for additional Electric Vehicle Charging requirements for new construction.

G8. Comply with all applicable codes, regulations, ordinances and resolutions.

COMMUNITY DEVELOPMENT – PLANNING DIVISION

DESIGN / PERFORMANCE– PRIOR TO BUILDING PERMIT ISSUANCE

P1. **Tree Replacement (on-site).** Trees permitted by the City for removal shall be replaced on-site at a ratio of 2:1 (24-inch box trees) or 4:1 (15-gallon trees). (SCC 12.35.090)

P2. **Tree Replacement (Alternative Means).** Trees permitted by the City for removal shall be replaced at a ratio of 1:1 (36-inch box tree or 48-inch box) or the Applicant shall pay the in-lieu fee (prior to building permit issuance) for the trees cannot be replaced on-site based on the 2:1 tree replacement ratio as determined by the Director of Community Development. (SCC 12.35.090)

PRIOR TO RECORDATION OF FINAL MAP

P3. **Project Approval.** The tentative parcel map is to be consistent with the approved project per PLN23-00290 and the Patrick Henry Drive Specific Plan.

OPERATIONAL CONDITIONS

P4. **Landscaping Installation & Maintenance.** The owner or designee shall ensure that the landscaping installed and accepted with this project shall be maintained on the site as per the approved plans. Any alteration or modification to the landscaping shall not be permitted unless otherwise approved by the Director of Community Development.

P5. **Landscape Water Conservation.** The owner or designee shall ensure that landscaping installation meets City water conservation criteria in a manner acceptable to the Director of Community Development.

COMMUNITY DEVELOPMENT - BUILDING DIVISION

DESIGN / PERFORMANCE– PRIOR TO BUILDING PERMIT ISSUANCE

BD1. **Addressing.** Prior to overall construction permit application, submit to the Santa Clara Building Division, 2 copies of an addressing diagram request, to be prepared by a licensed architect or engineer. The addressing diagram(s) shall include all proposed streets and all building floor plans. The addressing diagram(s) shall conform to Santa Clara City Manager Directive #5; Street Name and Building Number Changes, and Santa Clara Building Division Address Policy For Residential and Commercial Developments. The addressing diagram(s) shall indicate all unit numbers to be based off established streets, not alleys nor access-ways to garages. Allow a minimum of 10 working days for initial staff review. Please note city staff policy that existing site addresses typically are retired. Provide digital pdf printed from design software, not scanned from printed paper sheet.

a. Any building or structure that is demolished shall have its address retired and a new address/s shall be issued for the project.

COMMUNITY DEVELOPMENT - HOUSING DIVISION

H1. N/A

FIRE DEPARTMENT

DESIGN / PERFORMANCE—PRIOR TO BUILDING PERMIT ISSUANCE

F1. **Hazmat Clearance.** Prior to any Building Permit issuance, Hazardous Materials Closure (HMCP) is required as applicable: This is a permit is issued by the Santa Clara Fire Department, Fire Prevention & Hazardous Materials Division. Hazardous materials closure plans are required for businesses that used, handled or stored hazardous materials. While required prior to closing a business this is not always done by the business owner, and therefore should be part of the developer's due diligence. The

hazardous materials closure plans demonstrate that hazardous materials which were stored, dispensed, handled or used in the facility/business are safely transported, disposed of or reused in a manner that eliminates any threat to public health and environment.

F1. **Hazmat Clearance.** Prior to any Building Permit Issuance, a Phase II environmental assessment is required to be submitted to CRRD for review. If hazards are present that require site mitigation, cleanup, or management of chemical contaminants in soil, soil vapor, or groundwater a separate permit from one of the regulatory agencies below will be required. The type and extent of contamination on site(s) will govern which of the regulatory agencies noted below can supervise the cleanup: Department of Toxic Substances Control (DTSC); State Water Resources Control Board; or Santa Clara County, Department of Environmental Health.

If the project intends to contract with a State or County Agency for onsite/offsite environmental remediation activities the following documentation shall be provided to the Fire Prevention & Hazardous Materials Division prior to issuance of a Building Permit for demolition or grading: Oversight agency case number; and Oversight mangers contact name, phone number.

For smaller projects that are not moving soil at all, a Phase I environmental assessment may be adequate. Please contact Assistant Fire Marshal Fred Chun at fchun@santaclaraca.gov for more information.

F2. **Fire Flow Requirement.** Prior to Building Permit Issuance, provide documentation from the City of Santa Clara Water & Sewer Department that the minimum required fire-flow can be met. Fire Department fire-flow will be based on the current California Fire Code. The most restrictive departments requirement shall apply.

F3. **Fire Hydrants.** Prior to Building Permit Issuance, building plans shall show the required number, location and distribution of fire hydrants for the buildings will be based on the current California Fire Code, Appendix C as amended. The required number of fire hydrants will be based on the fire-flow before the reduction for fire sprinklers. Both public and private fire hydrants may be required.

F4. **Fire Department Access.** Prior to Building Permit Issuance, a five-foot all-weather perimeter pathway around the entire perimeter of the buildings to facilitate firefighter access is required to be incorporated into the Building permit submittal.

F5. **Fire Department Access.** Prior to the issuance of the Building Permit, approval for fire department apparatus access roads is required. Roadways must be provided to comply with all the following requirements:

- Fire apparatus access roadways shall be provided so that the exterior walls of the first story of the buildings are located not more than 150 feet from fire apparatus access as measured by an approved route around the exterior of each building. In addition, aerial apparatus roadways must be located so aerial apparatus will have clear access to the “entire” face/sides of the building. The minimum number of sides is project-specific and depends on the building configuration, building design, occupancy, and

construction type, etc. As part of Building Permit Issuance, an alternative materials, design, and methods of construction and equipment permit application will need to be submitted for review and approval incorporating applicable mitigation measures as determined by the fire department for the lack of compliance. Please note acceptable mitigation methods may have been discussed during the planning stage. Those mitigations are not guaranteed until a formal alternate means permit is submitted concurrently with the Building Plans. Conversely, an acceptable mitigation method may not have been discussed and will be evaluated under an alternate means permit at the building permit stage.

- For underpasses, garages, gates, or anything similar that a Fire apparatus is required to drive under as part of the emergency vehicle access, 16 feet vertical clearance will be required. For all other areas, the “minimum” unobstructed vertical clearance shall not be less than 13 feet 6 inches.

<u>or</u>

- For all other areas, the “minimum” unobstructed vertical clearance shall not be less than 13 feet 6 inches.

- The “minimum” width of aerial roadways for aerial apparatus is 26 feet.

- The minimum inside turning radius shall be 30 feet.

- The “minimum” width of roadways for aerial apparatus is 26 feet. Aerial access roadways shall be located a minimum of 15 feet and a maximum of 30 feet from the protected building. This requirement is only applicable when Appendix D of the Fire Code is enforceable.

- Overhead utility and power lines easements shall not be located over fire apparatus access roads or between the aerial fire apparatus roads and the buildings to avoid the possibility of injury and equipment damage from electrical hazards.

- Fire apparatus access roadways shall be all-weather surface(s) designed to support a gross vehicle weight of 75,000-pounds.

- Trees at full development must not exceed 30 feet in height and not impair aerials apparatus operations to sweep opposing sides of a building. Other obstructions such as site lighting, bio-retention, and architectural features are reviewed case-by-case to ensure they do not obstruct aerial and ground ladder access.

- Traffic control/calming devices are not permitted on any designated fire access roadway unless approved. A separate Fire Department permit is required for any barrier devices installed alone fire department apparatus access roads.

Prior to any Building Department Issuance, all fire department apparatus access roadways on private property are required to "be recorded" with the County of Santa Clara as Emergency Vehicle Access Easements (EVAE's) and reviewed by the Fire Department. No other instruments will be considered as substitutions such as P.U.E, Ingress/Egress easements and/or City Right-of-Ways.

F6. **Emergency Responder Radio Coverage System.** Prior to Building Permit Issuance, provisions shall be made for Emergency Responder Radio Coverage System (ERRCS) equipment, including but not limited to pathway survivability in accordance with Santa Clara Emergency Responder Radio Coverage System Standard.

F7. **Fire Department Access.** Prior to the start of construction, roadways and water supplies for fire protection are required to be installed and made serviceable and maintained throughout the course of construction.

F8. **Fire Department Access.** Prior to issuance of the Building Permit, if a gate is located across a fire department access road, a fire department permit is required. Openings for access gates located across fire apparatus access roads shall be a minimum of 20 feet of clear width. Gates shall also be provided with a minimum unobstructed vertical clearance of 16-feet. All gates installed on designated fire department access roads must be electrically automatic powered gates. Gates shall be provided with an emergency power or be of a fail-safe design, allowing the gate to be pushed open without the use of special knowledge or equipment. A Tomar Strobe Switch or 3M Opticom detector shall be installed to control the automatic gate(s) to allow emergency vehicles (e.g., fire, police, ems). Said device shall be mounted at a minimum height of eight to ten feet (8' - 10') above grade.

F9. **Alternative Means and Methods.** Prior to any Building Permit issuance, an alternate means or methods permits to mitigate any code deficiency must be submitted and approved. Please submit this permit concurrently with the building plans. Please note specific mitigations may have been discussed during the planning process. None of these discussions are binding and can only be formally approved through submitting an AMMR permit. The AMMR permit is formally documenting that and still needs to be submitted.

F10. **Hazmat Information.** Prior to Building Permit Issuance, a Hazardous Materials Inventory Statement including refrigerants is required to be submitted and reviewed with the Building Permit if applicable.

F11. **Fire Safety During Construction.** Prior to Building Permit Issuance, a permit for Construction Safety & Demolition shall be submitted to the fire department for review and approval in compliance with our Construction Safety & Demolition standard.

DURING CONSTRUCTION – PRIOR TO OCCUPANCY

F12. **Shared Fire Protection Features that Cross Property Lines.** Prior to Building Permit Final, any EVAEs or fire protection equipment (including but not limited to fire service undergrounds, sprinkler piping, fire alarm equipment, fire pumps, ERRCS) that cross property lines or is not located on the parcel of the building it serves shall have a CC&R

legally recorded detailing who is responsible for maintenance and repair of the EVAE or fire protection equipment.

F13. **Fire Protection Systems Before Occupancy.** Prior to any Certificate of Occupancy Issuance (temporary or permanent), fire-life safety systems installations must be fully installed, functional, and approved.

Special Conditions for Patrick Henry Specific Plan

F14. Prior to issuance of the Certificate of Occupancy, the Developer shall deposit with the City $2,301,050 for the City's purchase of a tractor-drawn aerial apparatus in accordance with the Patrick Henry Specific Plan Area Infrastructure Impact Fee Nexus Study and Fire Department requirements (Ordinance No.2046). The City shall then use these funds to procure and purchase the tractor-drawn aerial referenced above so that there is no delay in issuing a Certificate of Occupancy for the Developer's Project. The Developer is not obligated to directly purchase, procure or acquire the apparatus or associated equipment. This condition will be satisfied once the Developer has paid the $2,301,050 to the City. The Developer shall be eligible to receive a Certificate of Occupancy or any other permit or approval conditioned upon payment. The amount of $2,301,050 is subject to the same annual escalator used for the Patrick Henry Drive Specific Plan Infrastructure Fee.

PARKS & RECREATION DEPARTMENT

DESIGN / PERFORMANCE—PRIOR TO BUILDING PERMIT ISSUANCE

PR1. N/A

DURING CONSTRUCTION – PRIOR TO OCCUPANCY

PR2. N/A

POLICE DEPARTMENT

PD1. N/A

PUBLIC WORKS DEPARTMENT - ENGINEERING

ENGINEERING

DESIGN—PRIOR TO BUILDING PERMIT ISSUANCE

E1. **Site Clearance.** Obtain site clearance through Public Works Department prior to issuance of Building Permit. Site clearance will require payment of applicable development fees. Other requirements may be identified for compliance during the site clearance process. Contact Public Works Department at (408) 615-3000 for further information.

E2. **Easement.** Obtain City Council approval of a resolution ordering vacation of existing public easement(s) proposed to be abandoned, if any, through Public Works Department, and pay all appropriate fees, prior to start of construction.

E3. **Subdivision Map.** After City Council approval of the Tentative Map, submit the Subdivision Map, prepared by a Licensed Land Surveyor or a Registered Civil Engineer with Land Surveyor privileges to the Engineering Department. The submittal shall include

a title report, closure calculations, and all appropriate fees. Subdivision map shall be recorded prior to building permit issuance.

DURING CONSTRUCTION

E4. **Encroachment Permit.** All work within the public right-of-way and/or public easement, which is to be performed by the Developer/Owner, the general contractor, and all subcontractors shall be submitted within a Single Encroachment Permit to be reviewed and issued by the City Public Works Department. Issuance of the Encroachment Permit and payment of all appropriate fees shall be completed prior to commencement of work, and all work under the permit shall be completed prior to issuance of occupancy permit.

E5. **Encroachment Permit.** Submit public improvement/encroachment permit plans prepared in accordance with City Public Works Department procedures which provide for the installation of public improvements directly to the Public Works Department. Plans shall be prepared by a Registered Civil Engineer and approved by the City Engineer prior to approval and recordation of final map and/or issuance of building permits.

E6. **Encroachment Permit.** Existing non-standard or non-ADA compliant frontage improvements shall be replaced with current City standard frontage improvements as directed by the City Engineer or his designee.

E7. **Encroachment Permit.** Damaged curb, gutter, and sidewalk within the public right-of-way along property's frontage shall be repaired or replaced (to the nearest score mark) in a manner acceptable to the City Engineer or his designee. The extents of said repair or replacement within the property frontage shall be at the discretion of the City Engineer or his designee.

E8. **Easement.** Dedicate required on-site easements for any new public utilities, and/or emergency vehicle access by means of subdivision map or approved instrument at time of development.

E9. **Easement.** Dedicate sidewalk easements along the project frontage where public sidewalks extend into private property. Sidewalk easements are to be 1' behind proposed back of walk where there is landscaping behind sidewalk. Sidewalk easement where hardscape is behind sidewalk is to be at back-of-walk. Cold joint is required between public sidewalk and private hardscape.

E10. **Agreement.** If requested, Developer/property owner shall prepare and submit for City approval a maintenance plan for all sidewalk, curb and gutter, landscaping and irrigation system improvements installed within the public right-of-way prior to encroachment permit issuance. Such plan shall include at a minimum, maintenance requirements for trees and shrubs, in acknowledgement of developer's/property owner's obligation under Chapter 12.30 and 17.15.

E11. **Agreement.** If requested, Developer/property owner shall prepare and submit for City approval a maintenance plan for all public storm water treatment facilities installed within the public right-of-way or public easements prior to encroachment permit issuance.

TRAFFIC

DURING CONSTRUCTION

TR1. **Encroachment Permit.** Traffic improvements must comply with the City of Santa Clara Standard Specifications for Public Works Construction.

TR2. **Encroachment Permit.** Project shall comply with all requirements set forth in the Patrick Henry Drive Specific Plan including sidewalk width and bicycle requirements. Frontage

along Patrick Henry Drive must include a 20' continuous pedestrian zone with minimum 7' walkway and 5' amenity zone.

TR3. **Encroachment Permit.** Improvements within 10 feet of a driveway must be less than 3 feet or greater than 10 feet per City Standard Detail TR-9.

TR4. **Encroachment Permit.** All proposed driveways shall be constructed per City Standard ST- 8.

TR5. **Encroachment Permit.** Unused driveways in the public right-of-way shall be replaced with City standard curb, gutter, and sidewalk per City Standard Detail ST-12.

STREETS DIVISION

Right of Way Landscape

DESIGN / PERFORMANCE -- PRIOR TO ISSUANCE OF BUILDING PERMIT

L1. **Tree Preservations Specifications.** Include City of Santa Clara Tree Preservation/City Arborist specifications on all improvement plans.

L2. **Mature Trees.** Identify existing mature trees to be maintained. Prepare a tree protection plans for review and approval by the City prior to any demolition, grading or other earthwork in the vicinity of existing trees on the site.

L3. **Tree Replacement.** 2:1 tree replacement ratio required for all trees removed from the right-of-way.

DURING CONSTRUCTION OR OPERATION

L4. **No Public Root Cutting.** No cutting of any part of ***public***, including roots, shall be done without securing prior approval of the City Arborist. Tree trimming/removal shall be done in accordance to the City of Santa Clara Tree Preservation/City Arborist specifications and with direct supervision of a certified arborist (Certification of International Society of Arboriculture).

PRIOR TO FINAL OF BUILDING PERMIT

L5. **In Lieu Fee.** If 2:1 replacement ratio cannot be met for removal of right of way landscape trees, tree planting fee must be paid prior to building permit final.

Solid Waste

DESIGN / PERFORMANCE -- PRIOR TO ISSUANCE OF BUILDING PERMIT

SW1. **Post-Construction Solid Waste Generation Estimation and Collection Form.** The applicant shall complete and provide the Post-Construction Solid Waste Generation Estimation and Collection Form, which includes the estimation of trash and recycling materials generated from the project. Use the City's Solid Waste Guidelines for New and Redevelopment Projects as specified by the development type. Contact the Public Works Department at Environment@SantaClaraCA.gov or (408) 615-3080 for more information.

SW2. **Site Plan.** The applicant shall provide a site plan showing all proposed locations of solid waste containers, chutes, compactors, trash enclosures and trash staging areas. The site plan shall show the route or access for trash and recycling collectors (trucks) including vertical clearance, turning radius and street/alley widths. All plans shall comply with the City's Solid Waste Guidelines. Solid metal roof, gates and a trench drain shall be installed within the trash enclosure and connected to the on-site sewer system.

SW3. **Construction Waste Diversion.** For projects that involve construction, demolition or renovation of 5,000 square feet or more, the applicant shall comply with City Code Section 8.25.285 and recycle or divert at least sixty five percent (65%) of materials generated for discard by the project during demolition and construction activities. No building, demolition, or site development permit shall be issued unless and until applicant has submitted a construction and demolition debris materials check-off list. Applicant shall create a Waste Management Plan and submit, for approval, a Construction and Demolition Debris Recycling Report through the City's online tracking tool at http://santaclara.wastetracking.com/.

SW4. **Authorized Service Haulers.** This project is subject to the City's Accumulation, Transportation and Disposal of Solid Waste Ordinance (Chapter 8.25 of the Municipal Codes), which requires the handling and disposal of waste by authorized service haulers. Insert the General Notes for the Construction & Demolition (C&D) Waste Management into construction plans in accordance with the City's municipal codes prior to the issuance of a Building or Grading permit. Provide the Green Halo waste online tracking number to Building staff prior to the issuance of a demolition or building permit.

SW5. **Exclusive Franchise Hauling Area.** Project applicant shall contact the Public Works Department, Street Maintenance Division at (408) 615-3080 to verify if the property falls within the City's exclusive franchise hauling area. If so, the applicant is required to use the City's exclusive franchise hauler and rate structure for any hired debris boxes. Prior to the issuance of a Public Works clearance, the project applicant shall complete and sign the Construction and Demolition (C&D) / Waste Management Rules and Regulations Form.

DURING CONSTRUCTION OR OPERATION

SW6. **Waste Generation Tracking.** Applicant to track all waste generated and upload debris tags to GreenHalo for City staff review.

PRIOR TO FINAL OF BUILDING PERMIT

SW7. **Weight Tickets.** Prior to obtaining a Temporary or Final Certificate of Occupancy, individual weight tickets for all materials generated for discard or reuse by the project during demolition and construction activities shall be uploaded to Green Halo and submitted for review and approval by Environmental Services. At a minimum two (2) weeks review time is required.

Stormwater

DESIGN / PERFORMANCE -- PRIOR TO ISSUANCE OF BUILDING PERMIT

ST1. **Final Stormwater Management Plan.** Prior to City's issuance of Building or Grading Permits, the applicant shall develop a Final Stormwater Management Plan, update the C.3 Data Form, the Special Project Narratives and Worksheet (as appropriate), and an Erosion and Sediment Control Plan.

ST2. **3rd Party Review of Final Stormwater Management Plan.** The Final Stormwater Management Plan and all associated calculations shall be reviewed and certified by a qualified 3rd party consultant from the SCVURPPP List of Qualified Consultants, and a 3rd party review letter (on design) shall be submitted with the Plan.

ST3. **Notice of Intent.** For project that disturbs a land area of one acre or more, the applicant shall provide a copy of the Notice of Intent (NOI) with WDID number for coverage under

the State Construction General Permit. Active projects with NOI will be inspected by the City once per month during the wet season (October – April).

ST4. **Best Management Practices.** The applicant shall incorporate Best Management Practices (BMPs) into construction plans and incorporate post-construction water runoff measures into project plans. Include the SCVURPPP Countywide Construction BMPs Plan Sheet with the plans. Applicant to add Source control measures with designations from C.3 stormwater handbook, Appendix H.

ST5. **C.3 Treatment Facilities Construction Notes.** Include the C.3 Treatment Facilities Construction Notes on the Improvement Plans and/or Stormwater Control Plans.

ST6. **Decorative & Recreational Water Features.** Decorative and recreational water features such as fountains, pools, and ponds shall be designed and constructed to drain to the sanitary sewer system only.

ST7. **Small Projects.** For single-family homes and other small projects that create and/or replace 2,500 – 10,000 square feet of impervious surface area, the applicant shall implement at least one of the following site design measures:

a. Direction of roof runoff into cisterns or rain barrels
b. Direction of roof, sidewalk, walkway, patio, driveway, or parking lot runoff onto vegetated areas
c. Construction of sidewalks, walkways, patios, bike lanes, driveways, and parking lots with permeable surfaces

Plans shall specify which site design measures are selected for the project and show the direction of flow from impervious surfaces to the selected site design measures. All measures shall meet the design criteria in the 2016 C.3. Stormwater Handbook, Appendix K: Standard Specifications for Lot-Scale Measures for Small Projects.

ST8. **Interior Floor Drains.** Interior floor drains shall be plumbed to the sanitary sewer system and not connected to the City's storm drain system.

ST9. **Trash Enclosure Floor Drains.** Floor drains within trash enclosures shall be plumbed to the sanitary sewer system and not connected to the City's storm drain system.

ST10. **Architectural Copper.** The use of architectural copper is prohibited.

DURING CONSTRUCTION OR OPERATION

ST11. **Biotreatment Soil Media.** Applicant shall install biotreatment soil media that meets the minimum specifications as set forth in the SCVURPPP C.3 Stormwater Handbook. If percolation rate test of the biotreatment soil mix is not performed on-site, a certification letter from the supplier verifying that the soil meets the specified mix (the date of such document shall not be older than 3 months).

ST12. **Stormwater Control Measure Inspection.** At critical construction phases, all stormwater control measures shall be inspected for conformance to approved plans by a qualified 3rd party consultant from the SCVURPPP List of Qualified Consultants.

ST13. **Inspections.** Permeable Pavement, Media Filter vaults, and Trash Full Capture Devices shall be inspected by a 3rd party reviewer and/or manufacturer representative for conformance with the details and specifications of the approved plans. All new pervious concrete and porous asphalt pavements should have a minimum surface infiltration rate of 100 in./hr. as described in the SCVURPPP C.3 Handbook. A map displaying the number, location and details of full trash capture devices shall be prepared as an attachment to the Operations and Maintenance (O&M) Agreement with the City.

ST14. **Stormwater Treatment Facilities.** Stormwater treatment facilities must be designed, installed, and maintained to achieve the site design measures throughout their life in accordance to the SCVRUPPP C.3 Stormwater Handbook (Chapter 6 and Appendix C).

ST15. **Amendments to Operation & Maintenance Agreement.** Any site design measures used to reduce the size of stormwater treatment measures shall not be installed for the project without the written approval from the City, installing the corresponding resizing of other stormwater treatment measures and an amendment of the property's O&M Agreement.

ST16. **Stormwater Pollution Prevention Messaging.** Developer shall install an appropriate stormwater pollution prevention message such as "No Dumping – Flows to Bay" on any storm drains located on private property.

ST17. **Outdoor Storage Areas.** All outdoor equipment and materials storage areas shall be covered and/or bermed, or otherwise designed to limit the potential for runoff to contact pollutants.

PRIOR TO FINAL OF BUILDING PERMIT

ST18. **As-Built Drawings.** As-Built drawing shall be submitted to the Public Works Department.

ST19. **3rd Party Concurrence Letter.** 3rd Party concurrence letter on the C.3 facilities construction shall be submitted to the Public Works Department. The letter shall be prepared by a 3rd party consultant from the SCVURPPP List of Qualified Consultants. The City reserves the right to review the 3rd party inspection report on the C.3 stormwater facility installation.

ST20. **Final C.3 Inspection.** Applicant shall schedule and City shall conduct a final C.3 inspection.

ST21. **Operation & Maintenance Agreement.** The property owner shall enter into an Operation and Maintenance (O&M) Agreement with the City for all installed stormwater treatment measures and full trash capture devices in perpetuity. Applicants should contact Public Works Dept. - Environmental Services at (408) 615-3080 or Street@SantaClaraCA.gov for assistance completing the Agreement. For more information and to download the most recent version of the O&M Agreement, visit the City's stormwater resources website at http://santaclaraca.gov/stormwater. Inspection of permeable pavement, media filter vaults and full trash capture devices is to be done annually by December 31 of each year.

SILICON VALLEY POWER

DESIGN / PERFORMANCE – PRIOR TO ISSUANCE OF BUILDING PERMIT

SVP1. N/A

DURING CONSTRUCTION – PRIOR TO OCCUPANCY

SVP2. N/A

OPERATIONAL CONDITIONS

SVP3. N/A

WATER & SEWER DEPARTMENT

DESIGN / PERFORMANCE -- PRIOR TO ISSUANCE OF BUILDING PERMIT

W1. **Previous Approvals.** Permittee shall abide by and continue to comply with all previous City approvals, permits, or requirements relating to the subject property, unless explicitly superseded or revised by the Director of Water and Sewer Utilities.

W2. **Related Approvals.** Applicant shall comply with all related City approvals, entitlements, permits, or requirements associated with the subject property, unless explicitly superseded or revised by the Director of Water and Sewer Utilities.

W3. **Encroachment Permit.** Prior to issuance of Building Permits, the applicant shall submit an encroachment permit application and design plans for construction of water utilities that comply with the latest edition of the Water & Sewer Utilities Water Service and Use Rules and Regulations, Water System Notes, and Water Standard Details and Specifications. In addition, prior to the City's issuance of Occupancy, the applicant shall construct all public water utilities per the approved plans. The Water & Sewer Utilities will inspect all public water utility installations and all other improvements encroaching public water utilities.

W4. **Utility Design Plans.** Utility Design Plans shall indicate the pipe material and the size of existing water, recycled water and sewer main(s). The plans shall show the nearest existing fire hydrant and the two nearest existing water main line gate valves near the project area. The plans shall show meter and backflow configurations to scale and per City of Santa Clara Water & Sewer Utilities Standard Details. Note that all new water meters and backflow prevention devices shall be located behind the sidewalk in a landscape area. Fire hydrants should be located two feet behind monolithic sidewalk if sidewalk is present; two feet behind face of curb if no sidewalk is present, per City Std Detail 18. The plans shall provide the profile section details for utilities crossing water, sewer, or recycled water mains to ensure a 12” minimum vertical clearance is maintained.

W5. **Utility Separations.** Applicant shall adhere to and provide a note indicating that all horizontal and vertical clearances comply with State and local regulations. The applicant shall maintain a minimum 12” of vertical clearance at water service crossing with other utilities, and all required minimum horizontal clearances from water services: 10' from sanitary sewer utilities, 10’ from recycled water utilities, 8' from storm drain utilities, 5' from fire and other water utilities, 3' from abandoned water services, 5' from gas and electric utilities, and 5’ from the edge of the propose or existing driveway. For sanitary sewer, water, and recycled water utilities, the applicant shall maintain a minimum horizontal clearance of 10' from existing and proposed trees. If applicant installs tree root barriers, clearance from tree reduces to 5' (clearance must be from the edge of tree root barrier to edge of water facilities). No structures (fencing, foundation, biofiltration swales, etc.) allowed over sanitary sewer, potable water and/or recycled water utilities and easements.

W6. **Separate Services.** Applicant shall submit plans showing proposed water, recycled water, sanitary sewer, and fire services connected to a public main in the public right-of-way to the satisfaction of the Director of Water & Sewer Utilities. Different types of water and recycled water use (domestic, irrigation, fire) shall be served by separate water services, each separately tapped at the water main. Tapping on existing fire service line(s) is prohibited. Approved backflow prevention device(s) are required on all potable water services.

W7. **City Standard Meters and Backflows.** All proposed meters and backflows for all water services shall meet the current City of Santa Clara Water & Sewer Utilities Standard Details. Plans shall show meter and backflow configurations to scale.

W8. **Existing Services.** The applicant must indicate the disposition of all existing water and sewer services and mains on the plans. If the existing services will not be used, then the applicant shall properly abandon these services to the main per Water & Sewer Utilities standards and install a new service to accommodate the water needs of the project. The applicant shall bear the cost of any relocation or abandonment of existing Water

Department facilities required for project construction to the satisfaction of the Director of Water and Sewer Utilities.

W9. **On-Site Storm Drain Treatment.** Prior to issuance of Building Permit, the applicant shall submit plans showing any onsite storm water treatment system. The plan shall include a section detail of the treatment system. No water, sewer, or recycled water facilities shall be located within 5-feet of any storm water treatment system.

W10. **Water Usage.** Prior to the issuance of Building Permits, the applicant shall provide documentation of water usage so the Water Division can verify the appropriate size of all proposed water meters. Please note that if the existing water services are incapable of supplying the water needs to the site, the existing services shall be abandoned, and new separate dedicated water services shall be provided for each use (domestic and irrigation).

W11. **Landscaping.** All the landscaping for the project shall comply with the California Water Conservation in Landscaping Act, Government Code Section 65591 et. seq. All plants shall be either California native or non-invasive, low water-using or moderate water-using plants. High water-using plants and nonfunctional turf are prohibited.

W12. **Water Features.** Prior to issuance of Building Permits, the applicant shall submit plan details for all water features (including but not limited to fountains and ponds) designed to include provisions for operating the system without City potable water supply and capable of being physically disconnected from source of potable water supply during City declared water conservation periods, to the satisfaction of the Director of the Water & Sewer Utilities. Decorative water features may be permanently connected to the City's recycled water supply.

W13. **Easements.** Prior to City's issuance of Building or Grading Permits, the applicant shall provide a dedicated water utility easement around the backflow prevention device onsite. The water utility easement for the water services and all other public water appurtenances shall be a minimum 15 feet wide and be adjacent to the public right-of-way without overlapping any public utility easement. Additionally, the applicant shall submit plans defining existing easements so Water Division can verify if there are any conflicts with proposed easements and water utilities.

W14. **Underground Fire Permit.** Prior to issuance of Building Permits, applicant shall submit an underground fire permit unless otherwise waived by the Fire Department. If fire flow information is needed, applicant shall coordinate with Water and Sewer Utilities Department, for fire flow information at (408)615-2000. A dedicated fire service line, with an approved backflow prevention device, shall be used for on-site fire hydrants. Fire service lines required for commercial and industrial use shall be sized appropriately per fire flow demand and code requirements.

DURING CONSTRUCTION

W15. **City Standard Meters and Backflow Installation.** No meters or backflows shall be installed prior to establishment of water service account with the Municipal Services Division of the Finance Department. The applicant shall provide a copy of the account information to the Water and Sewer Utilities Department Inspector and Meter Shop prior to installation of any meter or backflow. All meters and backflows approved for installation shall be tested prior to use. Water service connections shall not be used prior to authorization by the Water and Sewer Utilities inspector.

W16. **Construction Water.** This project shall use recycled water for all construction water needs for onsite and offsite construction.

W17. **Water Shortage Response Actions.** Pursuant to the City of Santa Clara's Urban Water Management Plan, during times of drought or water shortage, the City implements water shortage response actions in accordance with the level of water shortage declared. All construction activities and all new irrigation connections are subject to the Water Shortage

Response Actions in effect at the time of construction and connection of the irrigation service.

Water Shortage Response Actions for Stage 2 and higher include water use restrictions that limit the use of potable water such as:

a. prohibiting the installation of new potable water irrigation services. new irrigation connections, construction, and dust control.
b. restrict the use of potable water used for construction and dust control if recycled water is available.

This project is subject to all the requirements and restrictions of the Water Shortage Response Actions in place or adopted during the duration of the project. For more information, visit the City of Santa Clara Water & Sewer Utilities website at www.santaclaraca.gov/waterconservation.

PRIOR TO FINAL OF BUILDING PERMIT

W18. **Record Drawings.** Upon completion of construction and prior to the City's issuance of a Certificate of Occupancy, the applicant shall provide "as-built" drawings of the public water utility infrastructure prepared by a registered civil engineer to the satisfaction of the Director of Water & Sewer Utilities Department.

W19. **Conditional Releases.** The applicant shall comply with all the requirements of any building permit conditional release requirements

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KEY:

G = General
P = Planning Division
BD = Building Division
H = Housing & Community Services Division
F = Fire Department
PR = Parks & Recreation Department
PD = Police Department
E = Engineering Division
Streets Division (Landscape, Solid Waste, and Stormwater)
L = Landscape
SW = Solid Waste
SVP = Silicon Valley Power
W = Water & Sewer Department

ACKNOWLEDGEMENT AND ACCEPTANCE OF CONDITIONS OF APPROVAL

Permittee/Property Owner

The undersigned agrees to each condition of approval and acknowledges and hereby agrees to use the project property on the terms and conditions set forth in this permit.

Signature: _____

Printed Name: _____

Relationship to Property: _____

Date: _____

Pursuant to Santa Clara City Code 18.128.100, the applicant shall return this document to the Department, properly signed and dated, within 30-days following the date of the Acknowledgement.

24-956 **Agenda Date: 10/16/2024**

REPORT TO DEVELOPMENT REVIEW HEARING

SUBJECT

PUBLIC HEARING: Action on an Architectural Review (PLN23-00290) for the Demolition of the Existing 42,821 Square-Foot Industrial Building and Construction of an Eight-Story, 284-unit Multi-family Residential Building within the Patrick Henry Drive Specific Plan Area Located at 4590 Patrick Henry Drive

File No: **PLN23-00290**
Location: **4590 Patrick Henry Drive**, a 2.79-acre parcel located on Patrick Henry Drive between Old Ironsides Drive and Calabazas Creek; APN: 104-04-123
Applicant: Katia Kamangar
Owner: 4590 Patrick Henry Drive LLC
Request: **Architectural Review** for the demolition of the existing 42,821 square-foot industrial building and construction of an eight-story, 284-unit multi-family residential building within the Patrick Henry Drive Specific Plan Area. The project includes a tentative parcel map to subdivide the existing parcel into two parcels for the development of a 0.55-acre park that will be dedicated to the City.

PROJECT DATA

The Project Data and Compliance Table is included as Attachment 4.

POINTS FOR CONSIDERATION

Summary

- The project site is a 2.79-acre parcel located within the Patrick Henry Drive Specific Plan Area (adopted in 2022), bounded by a mix of commercial and industrial uses to the north, Great America Parkway to the east, Mission Community College to the south, and the Calabazas Creek and the City of Sunnyvale to the west. See Vicinity Map in Attachment 3.
- The project site has a Zoning and General Plan Land Use Designation of Urban Village which accommodates transit-oriented, multi-family residential development at very-high densities between 5-12 stories within the Patrick Henry Specific Plan. The residential density range for this zone is 100-149 dwelling units per acre.
- The existing site is currently developed with a one-story 42,821 square foot light industrial building and associated surface parking lot.
- The proposed project would demolish the existing building on-site and redevelop the parcel to construct a new eight-story 284-unit multi-family residential building.
- The residential development consists of 284 dwelling units, 15% which would be affordable, resulting in a total of 42 affordable units. The building will be 86 feet tall to the top of the parapet and would have a density of 127 units per acre.
- Per the Santa Clara City Code Chapter 18.120(D)(3), the request requires Architectural

Review approval through a Development Review Hearing.

- A portion of the project site also has a Zoning and General Plan Land Use Designation of Parks and Open Space as the project includes a tentative parcel map to subdivide the existing parcel into two parcels for the development of a 0.55-acre park that will be dedicated to the City.
- Initially the applicant submitted a Preliminary Application (File No. PRE22-00071) pursuant to SB 330 and was deemed complete by the City.
- The project was submitted pursuant to the Housing Crisis Act of 2019 (Senate Bill 330). A State Density Bonus Law Application was submitted, and the proposed project received three waivers from the Patrick Henry Drive Specific Plan:
    - **Guideline 5.5.2.5** For buildings with ground-floor residential uses, locate kitchens and living rooms- rather than bedrooms and other more private areas-to face streets to maximize privacy and security.
    - **Standard 5.6.1.2** Limit the uninterrupted length of a building or complex to no more than 330 feet. For any building over 330 feet in length, break up the massing with a ground-floor inset or notch of at least 40 feet wide and 15 feet deep except for the edges fronting onto Mission College Boulevard.
    - **Standard 5.6.1.9** Buildings that border Calabazas Creek, starting at 70 feet, shall be articulated with a 5-foot average step back from the street wall, including building recesses and protrusions, for a minimum of 50% of each creek frontage, provided it meets the 1:1 daylight plane shown in the General Plan. Balconies and other architectural elements such as louvers are permitted in the recesses.
- Projects submitted pursuant to SB 330 are subject to streamlined review (limited to five public hearings) and need to only be consistent with objective standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant and the public.
    - As noted in the Findings section of this report, the project is consistent with the City's General Plan, the Patrick Henry Specific Plan and Zoning Code.
- A public hearing notice was mailed to property owners within a 1,320-foot radius of the project boundaries for the October 16, 2024, Development Review Hearing date.

Building Design

- The proposed building will consist of a mix of studios, one-bedroom, and two-bedroom units.
- The building design is consistent with the Specific Plan in that it aims to connect the building, the proposed park, and outdoor spaces.
- The primary massing of the building includes six vertical tower elements that are focused along the public facing Patrick Henry Drive façade and the new park to the south.
- The building design incorporates subtly canted walls to create a dynamic movement to the façade and to break down the apparent mass of the building. The materials will include tile and stucco with a warm natural tone and color.
- The remainder of the building features a proportionate arrangement of fenestration, with variation achieved through balcony placement and application of a light- and dark-color to contrast the natural tan color of the primary volumes.
- A courtyard is proposed on the fourth floor and a roof deck and lounge is proposed on the eighth floor. Other amenities proposed by the project include a social lounge, fitness space,

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clubroom, yoga room, pool, and pool deck.

Open Space and Landscaping

- The Patrick Henry Drive street frontage has a generous 20-foot wide continuous pedestrian zone, including a 7-foot sidewalk and 6-foot landscape strip.
- A final tree removal and replacement plan will be reviewed by Planning. For trees that cannot be replaced on-site, the applicant shall pay the in-lieu fees prior to building permit issuance.
- The project includes a landscape plan for the site that incorporates a mixture of plant species and trees for planting within common areas and courtyards.
- Site design of the project includes bioretention areas for post construction stormwater runoff and compliance with stormwater regulations.
- Pursuant to the Patrick Henry Drive Specific Plan, the proposed project includes the dedication of a new 0.55-acre park open to the public. This dedication represents slightly less than one-third of what will ultimately become a larger park that is identified in the Specific Plan area.
- The new park design and programming is conceptual in nature with the final design to be reviewed by the Parks and Recreation Commission and then approved by the City Council.

Site Circulation and Parking

- At the project site, there are currently two full-access driveways on Patrick Henry Drive that are to be removed.
- A new 26-foot driveway is proposed along the southern portion of the site along Patrick Henry Drive. The driveway would provide resident and visitor access, as well as emergency vehicle access with a full 124-foot diameter turn-around at the end of the entry road.
- The project proposes up to 324 parking spaces with 310 spaces for residents and the remaining 14 parking spaces for guest parking. Vehicular parking is provided in a secure above grade garage on first three levels of the building.
- The Patrick Henry Drive street frontage will be improved with an 8-foot protected bicycle lane.
- Bicycle storage would be provided on the northwestern corner of the site. There is also an access-controlled dedicated bicycle storage room on the first level garage that can accommodate 284 Class I bicycles.

Findings Supporting Staff's Recommendation

Granting the Architectural Review approval requires the following findings consistent with City Code Section 18.120.020(F):

Findings

1. *That any off-street parking area, screening strips and other facilitates and improvements necessary to secure the purpose and intent of this title and the general plan of the City area a part of the proposed development, in that;*
   - The project proposes structured parking located on the first three levels of the building which is consistent with the Patrick Henry Drive Specific Plan and the Urban Village Zoning and General Plan Land Use designation.

2. *That the design and location of the proposed development and its relation to neighboring developments and traffic is such that it will not impair the desirability of investment or occupation*

in the neighborhood, will not unreasonably interfere with the use and enjoyment of neighboring developments, and will not create traffic congestion or hazard, in that;

- The project provides on-site and off-site infrastructure mitigations and improvements that will benefit the project site and neighboring properties.
- The project includes pedestrian improvements with development of the site to improve pedestrian connections to neighboring land uses.

3. That the design and location of the proposed development is such that it is in keeping with the character of the neighborhood and is such as not to be detrimental to the harmonious development contemplated by this title and the general plan of the City, in that;

- The project is compatible in scale and intensity of the intended development within the Patrick Henry Drive Specific Plan .
- The project is the construction of a 284-unit multi-family residential building at 127 dwelling units per acre consistent with the Urban Village Zoning and General Plan Land Use Designation for the site.
- The project incorporates a mixture of exterior materials and architectural features to create visual breaks and interest in the design for compatibility with the surrounding neighborhood.

4. That the granting of such approval will not, under the circumstances of the particular case, materially affect adversely the health, comfort or general welfare of persons residing or working in the neighborhood of said development, and will not be materially detrimental to the public welfare or injuries to property or improvements in said neighborhood, in that;

- The project includes private on- and off-site improvements, that include private utilities and landscaping to serve the development.
- The project is subject to the California Building Code and City Code requirements, which serve to regulate new construction to protect public health, safety and general welfare.
- An approved Mitigation Monitoring and Reporting Program (MMRP) accompanies the project and shall be implemented throughout project development to reduce any potential impacts to less than significant.

5. That the proposed development, as set forth in the plans and drawings, are consistent with the set of more detailed policies and criteria for architectural review as approved and updated from time to time by the City Council, which set shall be maintained in the planning division office, in that;

- The project is on balance consistent with the City's General Plan policies and the Patrick Henry Drive Specific Plan goals and policies.

CONDITIONS OF APPROVAL

Conditions of approval are proposed for the project and are contained in Attachment 3.

ENVIRONMENTAL REVIEW

On March 22, 2022, the City of Santa Clara certified the Patrick Henry Drive Specific Plan (PHDSP) Final Environmental Impact Report (FEIR) and approved the PHDSP. The intent and purpose of the PHDSP FEIR was to provide program-level environmental review for the PHDSP, while allowing for specific development projects that would implement the PHDSP to tier from the FEIR to avoid redundant environmental review by focusing only on those issues that would be specific to a given project and site location.

An Initial Study and Mitigated Negative Declaration was prepared for the project by the environmental consultant firm David J. Powers & Associates, in accordance with the California Environmental Quality Act (CEQA). This addendum tiers from the PHDSP FEIR and provides site-specific analysis for the proposed project and assesses consistency of the project with the PHDSP. The Draft Mitigated Negative Declaration (MND) and Notice of Intent were posted on the City's website at Environmental Review/CEQA | City of Santa Clara (santaclaraca.gov) < https://www.santaclaraca.gov/our-city/departments-a-f/community-development/planning-division/environmental-review-ceqa> and available for public review for 30-days between April 26, 2024 and May 26, 2024, in accordance with CEQA requirements. Five comment letters were received during the 30-day review period.

1. City of Sunnyvale
2. Lakewood Village Neighborhood Association
3. John C. Gordon
4. Holland & Knight
5. Sarah Jackett

The response to these comments were prepared and are contained in Attachment 2.

The Draft MND examined potential environmental impacts associated with project development and identified significant impacts for biological, hazardous materials, and noise and vibration topics. Mitigation measures were identified for implementation that would reduce most of the significant project development impacts to less than significant levels.

PUBLIC CONTACT

A community meeting for the proposed project was held on April 10, 2024.There were nine community members in attendance.

Public contact was also made by posting the Development Review Hearing agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

A public hearing notice was mailed to property owners within a 1,320-foot radius of the project site on October 4, 2024.

RECOMMENDATION

Adopt the Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) based on findings and **Approve** the Architectural Review for the demolition of the existing 42,821 square-foot industrial building and construction of an eight-story, 284-unit multifamily residential building located at 4590 Patrick Henry Drive, subject to the findings and conditions of approval.

Prepared by: Tiffany Vien, Associate Planner, Community Development Department
Approved by: Sheldon S. Ah Sing, Development Review Officer, Community Development Department

ATTACHMENTS

1. Mitigated Negative Declaration / Mitigation, Monitoring and Reporting Program
2. Response to Comments Received on Draft IS/MND
3. Vicinity Map
4. Project Data and Compliance Table
5. Conditions of Approval
6. Development Plans
7. Public Correspondence

Focused Initial Study

4590 Patrick Henry Drive Residential Project

File Nos. PLN23-00290/PLN24-00130

Prepared by

CITY OF SANTA CLARA CALIFORNIA
1852
THE MISSION CITY

In Consultation with

DAVID J. POWERS & ASSOCIATES, INC.
ENVIRONMENTAL CONSULTANTS & PLANNERS

April 2024

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Appendix A: Construction Air Quality and Health Risk Assessment

Appendix B: Arborist Report

Appendix C: Biological Resources Report

Appendix D: Geotechnical Investigation

Appendix E: Phase I Environmental Site Assessment

Appendix F: Phase II Environmental Site Assessment

Appendix G: Noise and Vibration Evaluation

All appendices are incorporated herein by reference.
No other documents are incorporated by reference.

Section 1.0 Introduction and Purpose

1.1 Purpose of the Focused Initial Study

The City of Santa Clara, as the Lead Agency, has prepared this Focused Initial Study for the 4590 Patrick Henry Residential Project in compliance with the California Environmental Quality Act (CEQA), the CEQA Guidelines (California Code of Regulations §15000 et. seq.) and the regulations and policies of the City of Santa Clara, California.

The project proposes to demolish an approximately 42,821-square foot light industrial building and associated surface parking lot and construct an eight-story residential building with up to 284 dwelling units. This Initial Study provides a more limited, focused discussion of environmental impacts that might reasonably be anticipated to result from implementation of the proposed project.

1.1.1 Patrick Henry Drive Specific Plan

On March 22, 2022, the City of Santa Clara certified the Patrick Henry Drive Specific Plan (PHDSP) Final Environmental Impact Report (FEIR) and approved the PHDSP project. The PHDSP was envisioned by the City to redevelop an underutilized existing office park with a high-density mixed-use community. The FEIR analyzed the two development scenarios, Scenarios "A" and "B", as shown in Table 1.1-1, and the City Council adopted the PHDSP, allowing for both development scenarios.

Table 1.1-1: Patrick Henry Drive FEIR Development Scenarios

Scenario	Residential Use (Dwelling Units)	Office (Square Feet)	Non-Residential Use (Square Feet)
Scenario A	12,000	---	310,000
Scenario B	10,300	785,000	310,000

The intent and purpose of the PHDSP FEIR was to provide program-level environmental review for the PHDSP, while allowing for specific development projects that would implement the PHDSP to tier from the FEIR to avoid redundant environmental review by focusing only on those issues that would be specific to a given project and site location. This addendum tiers from the PHDSP FEIR and provides site-specific analysis for the proposed project and assesses consistency of the project with the PHDSP.

1.2 Public Review Period

Publication of this Initial Study marks the beginning of a 30-day public review and comment period. During this period, the Focused Initial Study will be available to local, state, and federal agencies and to interested organizations and individuals for review. Written comments concerning the environmental review contained in this Initial Study during the 30-day public review period should be sent to:

Tiffany Vien
1500 Warburton Avenue
Santa Clara, CA 95050
TVien@SantaClaraCA.gov

1.3 Consideration of the Focused Initial Study and Project

Following the conclusion of the public review period, the City will consider the adoption of the Focused Initial Study for the project at a regularly scheduled meeting. The City shall consider the Focused Initial Study together with any comments received during the public review process.

1.4 Notice of Determination

If the project is approved, the City will file a Notice of Determination (NOD), which will be available for public inspection and posted within 24 hours of receipt at the County Clerk's Office for 30 days. The filing of the NOD starts a 30-day statute of limitations on court challenges to the approval under CEQA (CEQA Guidelines Section 15075(g)).

Section 2.0 Project Information

2.1 Project Title

4590 Patrick Henry Residential Project

2.2 Lead Agency Contact

Tiffany Vien
1500 Warburton Ave
Santa Clara, CA 95050
TVien@SantaClaraCA.gov
(408) 615-2450

2.3 Project Applicant

4590 Patrick Henry LLC

2.4 Project Location

The 2.79-acre project site is located on the eastern portion of the PHDSP area at 4590 Patrick Henry Drive in the City of Santa Clara.

2.5 Assessor's Parcel Number

104-04-123

2.6 General Plan Designation and Zoning District

The proposed project has two General Plan designations: *Urban Village (UV)* and *Parks and Open Space (P/OS)*. The project is located in the *UV* Zoning District.

2.7 Project-Related Approvals, Agreements, and Permits

- Demolition Permit
- Grading Permit
- Building Permit
- Site Development Permit
- Architectural Review

Section 3.0 Project Description

3.1.1 Project Location and Existing Conditions

The approximately 2.79-acre site comprises one parcel (Assessor's Parcel Number [APN] 104-04-123) and is currently developed with a one-story light industrial building (approximately 42,821 square feet) and associated surface parking at 4590 Patrick Henry Drive in the City of Santa Clara. The project site is bound by commercial development (e.g., light industrial and offices) to the east, north, and south, and Calabazas Creek to the west.

The proposed project would redevelop a parcel on the western portion of the PHDSP area. The PHDSP area is approximately 73.59-acres and is currently developed with light industrial/commercial/office uses. Build out of the PHDSP would replace 995,541 square feet of existing buildings, including 432,216 square feet of office space, 154,467 square feet of research and development space, 120,900 square feet of industrial space, a 29,400 square foot church, a 137,075 square foot data center, and 121,483 square feet of vacant space. The PHDSP area is generally bounded by the City of Sunnyvale and Calabazas Creek to the west, the San Francisco Public Utility Commission right of way to the north, Great America Parkway to the east, and Mission College Boulevard to the south. Refer to Figures 3.0-1 to 3.0-3 for the Regional, Vicinity, and Aerial maps, respectively.

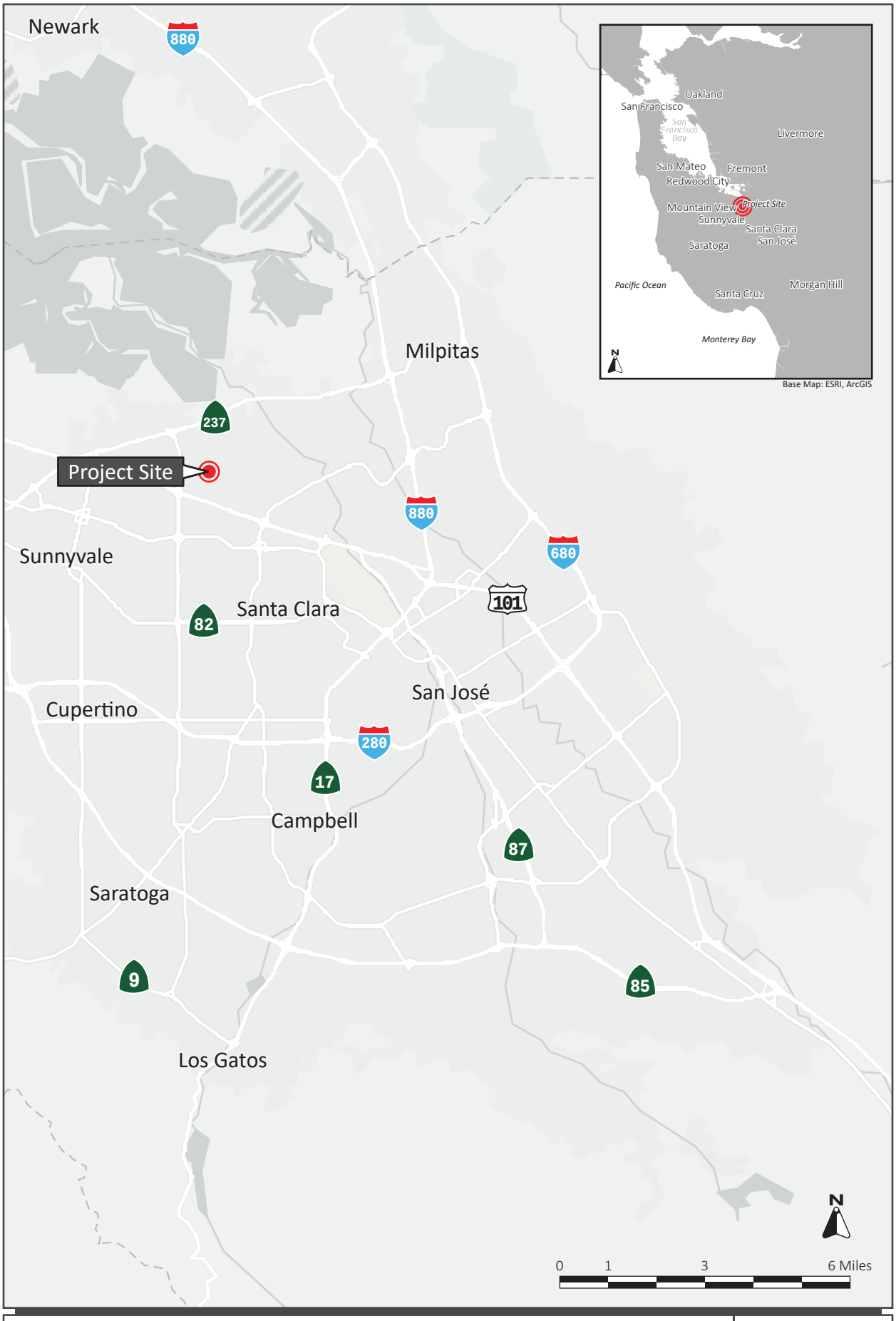
3.1.2 Proposed Development

The project would demolish the existing building on-site and construct an eight-story residential building with up to 284 dwelling units. Of the 284 units, 15 percent would be affordable (a total of 42 affordable units). The building would be up to 86 feet tall to the top of the parapet and would have a density of approximately 127 dwelling units per acre (du/ac).[1] A courtyard is proposed on the fourth floor and a roof deck and lounge is proposed on the eighth floor. Other amenities proposed by the project include a social lounge, fitness space, clubroom, yoga room, pool and pool deck. Refer to Figures 3.0-4 and 3.0-5 for the site plan and building sections, respectively.

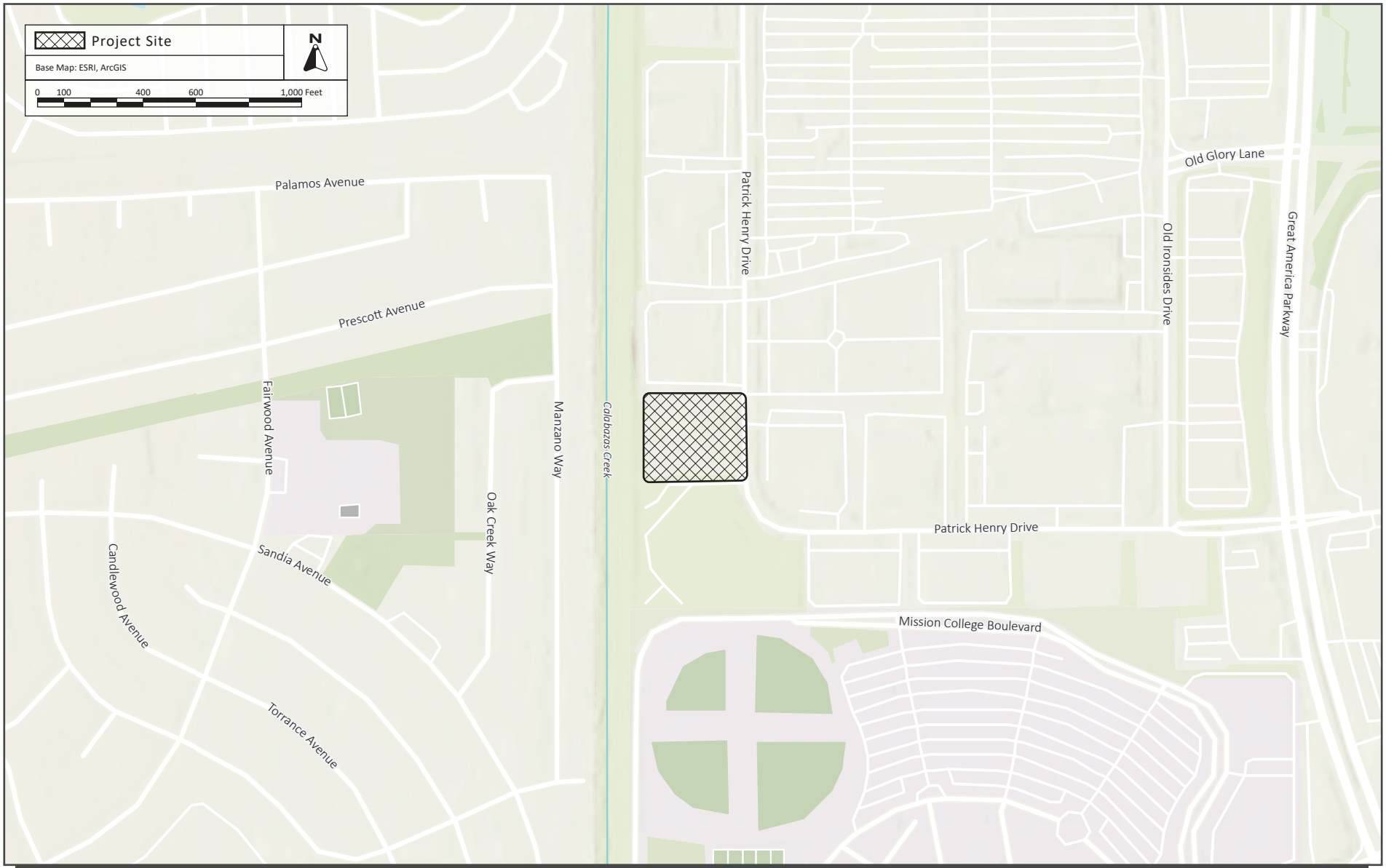
Pursuant to the PHDSP, 22 percent of total residential developable land would be allocated for public parks or publicly accessible open spaces including not less than 11 percent of land dedicated to the City in fee title as public parkland. The project proposes approximately 24,370 square feet of public open space on the ground floor, south of the proposed building.

Access to the project site is currently provided via two full-access driveways on Patrick Henry Drive which would be removed as part of the project. A new 26-foot driveway is proposed along the southern portion of the site along Patrick Henry Drive. The driveway would provide resident and visitor access, as well as emergency vehicle access with a full 124-foot diameter turn-around at the end of the entry road.

[1] 284 dwelling units/2.24 acres (without the park) = 127 du/ac

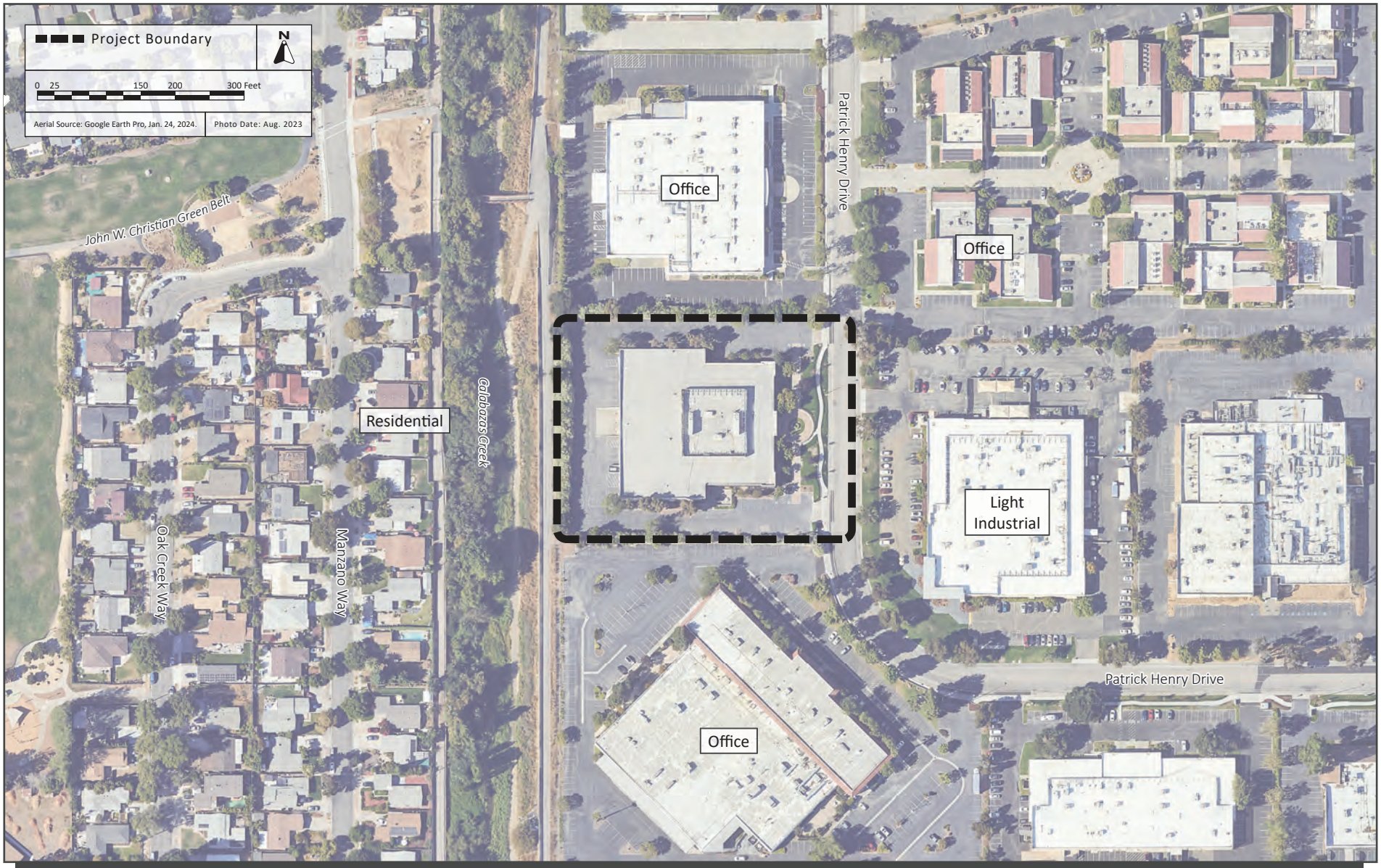


REGIONAL MAP | FIGURE 3.0-1



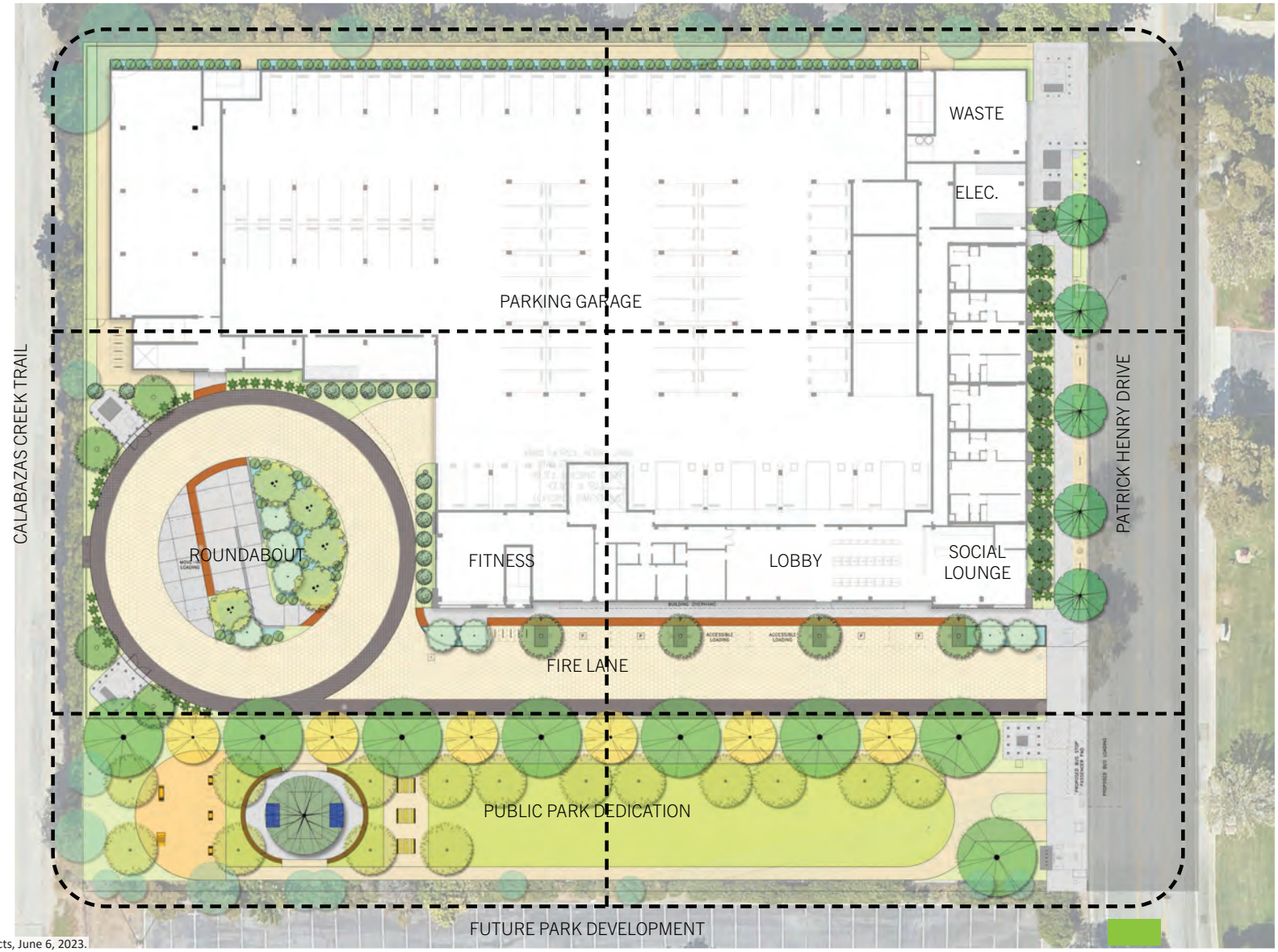
VICINITY MAP

FIGURE 3.0-2



AERIAL PHOTOGRAPH AND SURROUNDING LAND USES

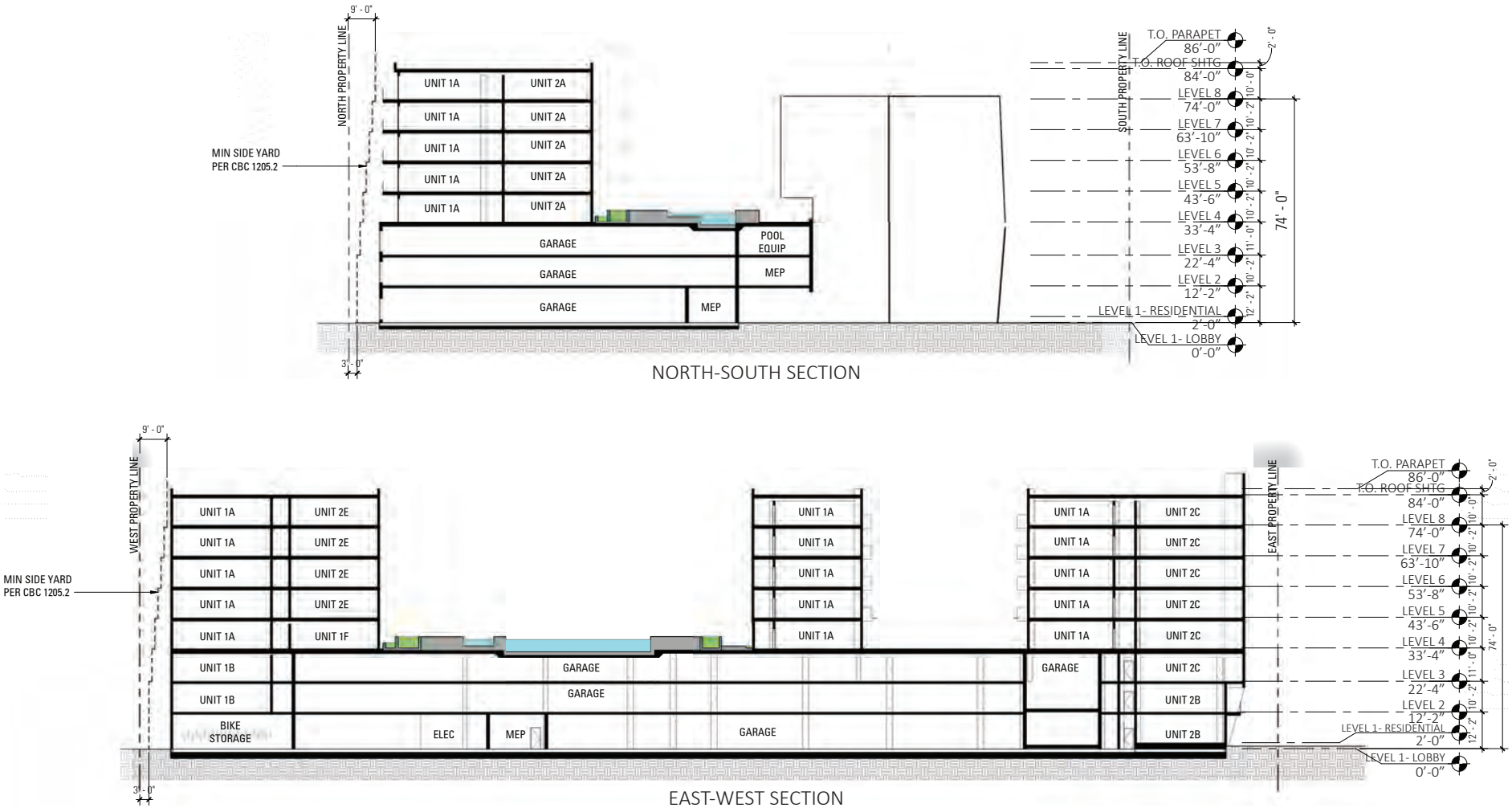
FIGURE 3.0-3



Source: BAR Architects, June 6, 2023.

SITE PLAN – GROUND FLOOR

FIGURE 3.0-4



Source: BAR Architects, June 6, 2023.

BUILDING SECTIONS

FIGURE 3.0-5

The project proposes up to 324 parking spaces; of which 310 spaces would be for residents and the remaining 14 parking spaces would be guest parking. Bicycle storage would be provided on the northwestern corner of the site.

3.1.3 Green Building Measures

The proposed project would be required to be built in accordance with the California Green Building Standards Code (CALGreen), which includes design provisions intended to minimize wasteful energy consumption, and the most recent California Building Code (CBC).

3.1.4 General Plan and Zoning Designations

Most of the project site is designated and zoned as *Urban Village* while approximately 0.5 acres is classified as *Parks and Open Space (P/OS)*. The *Urban Village* Specific Plan designation and zoning district (100-149 du/ac) allows for transit-oriented, multi-family residential development at very-high densities (between five to 12 stories) within the PHDSP area. *Urban Village* developments include structured or below-grade parking and shared outdoor spaces proximate to transit. The project proposes a residential development and would have a density of 127 du/ac, consistent with the *Urban Village* designation. The project has been designed to be consistent with the General Plan and Zoning Code, with the exception of items for which a waiver or incentive has been requested pursuant to the State Density Bonus Law.

3.1.5 Transportation Demand Management Plan

Transportation Demand Management (TDM) programs are intended to reduce vehicle trips and parking demand by promoting the use of multimodal transportation options. As discussed in the PHDSP Final EIR, all future developments are required to implement a TDM program consistent with the requirements outlined in the City of Santa Clara's adopted Climate Action Plan and General Plan. Per Mitigation Measure 5-2D from the PHDSP Final EIR, projects shall achieve a minimum reduction in vehicle miles traveled (VMT) of 20 percent compared to baseline conditions (i.e., without internal or external reductions accounted for, such as geographic location, land use interconnectivity, etc.), with at least 10 percent of the reduction coming through project-specific TDM measures (e.g., transit subsidies, telecommuting options, etc.). Consistent with Mitigation Measure 5-2D, the project proposes the following TDM Measures, as shown in Table 3.0-1.

Table 3.0-1: Proposed Project-Specific TDM Measures

Program Administration, Monitoring, and Reporting
Preparation of TDM Plan
Participation in Transportation Management Association (TMA)
Information and marketing to current and perspective residents
New resident welcome materials
Information posed in prominent on-site locations
Online Kiosk /TDM information board
Designate a Transportation Coordinator
Annual Surveys
Target Trip Reduction Monitoring
Transit Elements
Operate a local shuttle program (funded by TMA members)
Bicycle Facilities
Bicycle parking
On-site bicycle facilities and pedestrian circulation
Protected bike lanes on Patrick Henry Drive
On-site Amenities
On-site amenities that reduce trips (i.e., retail, exercise rooms)
Source: Hexagon Transportation Consultants, Inc. 4590 Patrick Henry Drive Residential Development Transportation Demand Management Plan. May 22, 2023.

3.1.6 Construction

The project proposes construction hours from Monday to Friday, 7:00 AM to 5:00 PM for a period of approximately 27 months (or 572 construction workdays) starting in January 2025.

Section 4.0 Environmental Setting, Checklist, and Impact Discussion

The proposed project includes the construction of an eight-story residential building with up to 284 dwelling units. This Focused Initial Study analyzes the impacts of the proposed project and consistency with the PHDSP FEIR regarding the following environmental issues where the FEIR identified the need for site-specific, project-specific analysis. The project would have the same impacts as analyzed in the PHDSP FEIR with regards to the following environmental resource areas:

- Aesthetics
- Agricultural and Forestry Resources
- Energy
- Greenhouse Gas Emissions
- Land Use and Planning
- Mineral Resources
- Population and Housing
- Public Services
- Recreation
- Transportation
- Wildfire

This section presents the discussion of impacts related to the following environmental subjects in their respective subsections:

- Air Quality
- Biological Resources
- Cultural Resources/Tribal Cultural Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Noise and Vibration
- Utilities and Service Systems
- Mandatory Findings of Significance

The discussion for each environmental subject includes the following subsections:

- **Environmental Setting** – This subsection 1) provides a brief overview of relevant plans, policies, and regulations that compose the regulatory framework for the project and 2) describes the existing, physical environmental conditions at the project site and in the surrounding area, as relevant.
- **Impact Discussion** – This subsection 1) includes the recommended checklist questions from Appendix G of the CEQA Guidelines to assess impacts and 2) discusses the project's impact on the environmental subject as related to the checklist questions. For significant impacts, feasible mitigation measures are identified. "Mitigation measures" are measures that will minimize, avoid, or eliminate a significant impact (CEQA Guidelines Section 15370). In addition, because the analysis in this Focused Initial Study tiers from the PHDSP FEIR, the level of impact in the project specific analysis is presented as it relates to the findings of the PHDSP FEIR.

4.1 Resource Areas That Do Not Require Further Evaluation

As discussed on the previous page, the following resource areas are not analyzed further because they were determined to have the same impacts as analyzed in the PHDSP FEIR. A brief explanation is provided for each resource topic.

Aesthetics: The PHDSP FEIR concluded that build out of the PHDSP would not affect scenic vistas due to the lack of scenic views; the PHDSP would not impact existing visual character and quality due to design standards specific to planned developed in the PHDSP, and new developments associated with the PHDSP would not represent a substantial source of light or glare since all developments would be subject to the Santa Clara City Code Title 18 and Title 24 outdoor lighting zones. The proposed project would be consistent with the PHDSP guidelines and standards and the City of Santa Clara Community Design Guidelines. Impacts to aesthetics would not change with the implementation of the proposed project. There are no mitigation measures related to this topic area from the PHDSP FEIR applicable to the project.

Agricultural and Forestry Resources: The site does not contain agricultural or forestry resources, nor are they present in the vicinity of the site. No agricultural use, forest land, or timberland is located in the entire PHDSP area; therefore, this resource area was determined to not be applicable to the PHDSP and no future developments associated with the PHDSP would result in any impacts related to agricultural and forestry resources. There are no mitigation measures to this topic area from the PHDSP FEIR.

Energy: Construction and operation of the future developments under the PHDSP would require the use of nonrenewable and renewable energy (e.g., electricity, natural gas, diesel fuel, and gasoline fuel). Overall, the PHDSP build out would increase energy demand in Santa Clara. However, regulatory measures, such as the CBC and CALGreen, and the General Plan policies that encourage energy, water, waste, and green building measures would reduce the use of non-renewable resources to the greatest extent possible. The PHDSP FEIR determined that with the implementation of the above General Plan policies and the applicable state energy efficiency standards that significant energy conservation and savings would be realized by future developments, including the project. PHDSP Compliance with the current energy efficiency standards set forth in Title 24, CALGreen, and the City Code and policies would also ensure that all future developments comply with state and local plans for renewable energy and energy efficiency. For these reasons, the project would not result in any new or substantially more severe impacts related to energy. There are no mitigation measures to this topic area from the PHDSP FEIR.

Greenhouse Gas Emissions: The PHDSP FEIR created an interpolated efficiency metric of 1.84 metric tons of carbon dioxide equivalent per service population per year for the year 2040 to evaluate the significance of the greenhouse gas emissions (GHG) generated by build out of the PHDSP. The modeling assumed that electricity provided by Silicon Valley Power, the City's electricity service provider, would comply with Senate Bill (SB) 100's requirement of electricity sold in 2030

being procured from 60 percent renewable energy sources and specific water use estimates provided by a water supply assessment prepared for the project were used instead of default assumptions. The project is consistent with the planned PHDSP land use and is within the anticipated capacity projected in the GHG modeling. Therefore, the project's GHG emissions are accounted for in the PHDSP, and impacts would be same as the approved PHDSP. Also, all future developments facilitated by the PHDSP would comply and be designed consistent with the policies in the General Plan, which support the goals and measures in the California Air Resources Board (CARB) Scoping Plan and Plan Bay Area. For these reasons, the project would not result in any new or substantially more severe impacts related to GHG emissions. There are no mitigation measures to this topic area from the PHDSP FEIR.

Land Use and Planning: The proposed project is consistent with the allowed uses under the *UV* and *P/OS* General Plan and zoning designations. The project would not physically divide the existing community nor would the project conflict with the applicable land use requirements adopted to protect or mitigate impacts to the environment. There are no mitigation measures related to this topic area from the PHDSP FEIR.

Mineral Resources: There are no mineral resources present on-site. This resource area was determined to not be applicable to the PHDSP FEIR because of the plan's location and lack of mineral resources in the entire PHDSP area. No future developments associated with the PHDSP would impact mineral resources. There are no mitigation measures related to this topic area from the PHDSP FEIR.

Population and Housing: The proposed project is consistent with the allowed uses under the General Plan land use designation and Zoning District. The future residents of the project have been accounted for in the PHDSP FEIR. The project would not induce substantial population growth beyond what was accounted for in the PHDSP FEIR, nor would the project displace any existing housing since the project site is developed as an office park with no residences. There are no mitigation measures related to this topic area from the PHDSP FEIR.

Public Services: Build out of the PHDSP would intensify development in the plan area and generate additional residents. The increase in service population would increase the demand for fire protection, police protection, schools, parks, and other public facilities. The PHDSP FEIR determined that increase in demand for public services would be less than significant due to planned expansion of existing facilities, payment of in-lieu fees (e.g., infrastructure fee, school impact fees, parkland dedication and fees), and the future development of schools and libraries (which would be subject to their own evaluation under CEQA). Therefore, implementation of the project would not result in new or substantially adverse physical impacts associated with the provision of new or physically altered public services. There are no mitigation measures related to this topic area from the PHDSP FEIR applicable to the project.

Recreation: The project would include residential uses, which create the predominant demand for recreational facilities. Build out of the PHDSP would require a total of 64 to 86 acres of parkland to serve the increased residential population generated by the plan. All future PHDSP developments

would be required to provide parkland and/or pay park in-lieu fees per the Santa Clara City Code Chapter 17.35. The project would include approximately 24,370 square feet of public open space on the ground floor. There are no mitigation measures related to this topic area from the PHDSP FEIR.

Transportation: The PHDSP would not result in VMT impacts because it qualifies as a transit supportive project due to its proximity to public transit (Old Ironsides light rail train station and frequent Valley Transportation Authority bus service), high density, inclusion of multimodal transportation networks, transit-oriented elements, lack of excess parking, and addition of affordable housing. The build out of the PHDSP would also enhance transit services, bicycle facilities, and pedestrian facilities by adding more infrastructure that complies with City design standards. Existing emergency access points within the PHDSP area would remain and additional connectors would be constructed subject to City review; therefore, the build out of the PHDSP would not result in inadequate emergency access. Since the traffic generated by the proposed project was accounted for in the PHDSP FEIR, transportation impacts would be similar to what was already analyzed in the PHDSP FEIR. Impacts would remain less than significant. There are no mitigation measures related to this topic area from the PHDSP FEIR.

Wildfire: The PHDSP area is located in a local responsibility area (LRA) and is not classified as a very high fire hazarded severity area. This resource area was determined to not be applicable to the PHDSP FEIR because of the plan's location. No future developments associated with the PHDSP would result in any impacts related to wildfire. There are no mitigation measures related to this topic area from the PHDSP FEIR.

4.2 Air Quality

The following discussion is based upon a Construction Air Quality and Health Risk Assessment prepared by Illingworth & Rodkin, Inc. (I&R) in November 2023. The report is attached as Appendix A to this document.

4.2.1 Environmental Setting

4.2.1.1 *Background Information*

Criteria Pollutants

Air quality in the Bay Area is assessed related to six common air pollutants (referred to as criteria pollutants), including ground-level ozone (O_3), nitrogen oxides (NOx), particulate matter (PM), carbon monoxide (CO), sulfur oxides (SO_x), and lead.[2] Criteria pollutants are regulated because they result in health effects. An overview of the sources of criteria pollutants and their associated health are summarized in Table 4.2-1. The most commonly regulated criteria pollutants in the Bay Area are discussed further below.

Table 4.2-1: Health Effects of Air Pollutants

Pollutants	Sources	Primary Effects
O_3	Atmospheric reaction of organic gases with nitrogen oxides in sunlight	• Aggravation of respiratory and cardiovascular diseases • Irritation of eyes • Cardiopulmonary function impairment
Nitrogen Dioxide (NO_2)	Motor vehicle exhaust, high temperature stationary combustion, atmospheric reactions	• Aggravation of respiratory illness • Reduced visibility
Fine Particulate Matter ($PM_{2.5}$) and Coarse Particulate Matter (PM_{10})	Stationary combustion of solid fuels, construction activities, industrial processes, atmospheric chemical reactions	• Reduced lung function, especially in children • Aggravation of respiratory and cardiorespiratory diseases • Increased cough and chest discomfort • Reduced visibility
Toxic Air Contaminants (TACs)	Cars and trucks, especially diesel-fueled; industrial sources, such as chrome platers, dry cleaners and service stations, building materials and products	• Cancer • Chronic eye, lung, or skin irritation • Neurological and reproductive disorders

[2] The area has attained both state and federal ambient air quality standards for CO. The project does not include substantial new emissions of sulfur dioxide or lead. These criteria pollutants are not discussed further.

High O_3 levels are caused by the cumulative emissions of reactive organic gases (ROG) and NO_X. These precursor pollutants react under certain meteorological conditions to form high O_3 levels. Controlling the emissions of these precursor pollutants is the focus of the Bay Area's attempts to reduce O_3 levels. The highest O_3 levels in the Bay Area occur in the eastern and southern inland valleys that are downwind of air pollutant sources.

PM is a problematic air pollutant of the Bay Area. PM is assessed and measured in terms of respirable particulate matter or particles that have a diameter of 10 micrometers or less (PM_{10}) and fine particulate matter where particles have a diameter of 2.5 micrometers or less ($PM_{2.5}$). Elevated concentrations of PM_{10} and $PM_{2.5}$ are the result of both region-wide emissions and localized emissions.

Toxic Air Contaminants

TACs are a broad class of compounds known to have health effects. They include but are not limited to criteria pollutants. TACs are found in ambient air, especially in urban areas, and are caused by industry, agriculture, diesel fuel combustion, and commercial operations (e.g., dry cleaners). TACs are typically found in low concentrations, even near their source (e.g., diesel particulate matter [DPM] near a freeway).

Diesel exhaust is the predominant TAC in urban air and is estimated to represent about three-quarters of the cancer risk from TACs. Diesel exhaust is a complex mixture of gases, vapors, and fine particles. Medium- and heavy-duty diesel trucks represent the bulk of DPM emissions from California highways. The majority of DPM is small enough to be inhaled into the lungs. Most inhaled particles are subsequently exhaled, but some deposit on the lung surface or are deposited in the deepest regions of the lungs (most susceptible to injury).[3] Chemicals in diesel exhaust, such as benzene and formaldehyde, have been previously identified as TACs by CARB.

Sensitive Receptors

Some groups of people are more affected by air pollution than others. CARB has identified the following persons who are most likely to be affected by air pollution: children under 16, the elderly over 65, and people with cardiovascular and chronic respiratory diseases. These groups are classified as sensitive receptors.

Locations that may contain a high concentration of these sensitive population groups include residential areas, hospitals, daycare facilities, elder care facilities, and elementary schools.

[3] California Air Resources Board. "Overview: Diesel Exhaust and Health." Accessed January 9, 2024. https://ww2.arb.ca.gov/resources/overview-diesel-exhaust-and-health

4.2.1.2 *Regulatory Framework*

Federal and State

Clean Air Act

At the federal level, the United States Environmental Protection Agency (EPA) is responsible for overseeing implementation of the Clean Air Act and its subsequent amendments. The federal Clean Air Act requires the EPA to set national ambient air quality standards for the six common criteria pollutants (discussed previously), including PM, O_3, CO, SO_x, NO_x, and lead.

CARB is the state agency that regulates mobile sources throughout the state and oversees implementation of the state air quality laws and regulations, including the California Clean Air Act. The EPA and the CARB have adopted ambient air quality standards establishing permissible levels of these pollutants to protect public health and the climate. Violations of ambient air quality standards are based on air pollutant monitoring data and are determined for each air pollutant. Attainment status for a pollutant means that a given air district meets the standard set by the EPA and/or CARB.

Risk Reduction Plan

To address the issue of diesel emissions in the state, CARB developed the Risk Reduction Plan to Reduce Particulate Matter Emissions from Diesel-Fueled Engines and Vehicles. In addition to requiring more stringent emission standards for new on-road and off-road mobile sources and stationary diesel-fueled engines to reduce PM emissions by 90 percent, the plan involves application of emission control strategies to existing diesel vehicles and equipment to reduce DPM (in addition to other pollutants). Implementation of this plan, in conjunction with stringent federal and CARB adopted emission limits for diesel fueled vehicles and equipment (including off-road equipment), will significantly reduce emissions of DPM and NO_X.

Regional

2017 Clean Air Plan

The Bay Area Air Quality Management District (BAAQMD) is the agency primarily responsible for assuring that the federal and state ambient air quality standards are maintained in the San Francisco Bay Area. Regional air quality management districts, such as BAAQMD, must prepare air quality plans specifying how state and federal air quality standards will be met. BAAQMD's most recently adopted plan is the Bay Area 2017 Clean Air Plan (2017 CAP). The 2017 CAP focuses on two related BAAQMD goals: protecting public health and protecting the climate. To protect public health, the 2017 CAP describes how BAAQMD will continue its progress toward attaining state and federal air quality standards and eliminating health risk disparities from exposure to air pollution among Bay Area communities. To protect the climate, the 2017 CAP includes control measures

designed to reduce emissions of methane and other super-GHGs that are potent climate pollutants in the near-term, and to decrease emissions of carbon dioxide by reducing fossil fuel combustion.[4]

CEQA Air Quality Guidelines

The BAAQMD CEQA Air Quality Guidelines are intended to serve as a guide for those who prepare or evaluate air quality impact analyses for projects and plans in the San Francisco Bay Area. Jurisdictions in the San Francisco Bay Area Air Basin utilize the thresholds and methodology for assessing air quality impacts developed by BAAQMD within their CEQA Air Quality Guidelines. The guidelines include information on legal requirements, BAAQMD rules, methods of analyzing impacts, and recommended mitigation measures.

Local

City of Santa Clara 2010-2035 General Plan

General Plan policies related to air quality include, but are not limited to, the following listed below.

Policies	Description
5.8.5-P1	Require new development and City employees to implement transportation demand management programs that can include site-design measures, including preferred carpool and vanpool parking, enhanced pedestrian access, bicycle storage and recreational facilities.
5.10.2-P6	Require "Best Management Practices" for construction dust abatement.
5.10.5-P34	Implement minimum setbacks of 500 feet from roadways with average daily trips of 100,000 or more and 100 feet from railroad tracks for new residential or other uses with sensitive receptors, unless a project-specific study identifies measures, such as site design, tiered landscaping, air filtration systems, and window design, to reduce exposure, demonstrating that the potential risks can be reduced to acceptable levels.
5.10.5-P35	Establish minimum buffers between odor sources and new residential or other uses with sensitive receptors, consistent with BAAQMD guidelines, unless a project-specific study demonstrates that these risks can be reduced to acceptable levels.

4.2.1.3 *Existing Conditions*

Air quality is determined by the concentration of various pollutants in the atmosphere. The amount of a given pollutant in the atmosphere is determined by the amount of pollutants released within an area, transport of pollutants to and from surrounding areas, local and regional meteorological conditions, and the surrounding topography of the air basin.

BAAQMD is responsible for assuring that the national and state ambient air quality standards are attained and maintained in the Bay Area. Air quality studies generally focus on four criteria pollutants that are most commonly measured and regulated: CO, O_3, NO_2, and PM_{10} and $PM_{2.5}$.

[4] Bay Area Air Quality Management District. *Final 2017 Clean Air Plan*. April 19, 2017. Accessed January 19, 2024. http://www.baaqmd.gov/plans-and-climate/air-quality-plans/current-plans.

These pollutants are considered criteria pollutants by the U.S. Environmental Protection Agency (U.S. EPA) and CARB as they can result in health effects such as respiratory impairment and heart/lung disease symptoms. Table 4.2-2 shows violations of state and federal standards at the monitoring station in San José at 158 East Jackson Street (the nearest monitoring station to the site) during the 2017-2019 period (the most recent years for which data is available).

Table 4.2-2: Ambient Air Quality Standards Violations and Highest Concentrations

Pollutant	Standard	Days Exceeding Standard		
		2017	2018	2019
San José Station				
Ozone	State 1-hour	3	0	1
	Federal 8-hour	4	0	2
Carbon Monoxide	Federal 8-hour	0	0	0
	State 8-hour	0	0	0
Nitrogen Dioxide	State 1-hour	0	0	0
PM_{10}	Federal 24-hour	0	0	0
	State 24-hour	6	4	4
$PM_{2.5}$	Federal 24-hour	6	15	0

Source: Bay Area Air Quality Management District. "Annual Bay Area Air Quality Summaries." Accessed January 11, 2024. https://www.baaqmd.gov/about-air-quality/air-quality-measurement/air-quality-summaries.

The Bay Area is considered non-attainment for ground-level O_3 and $PM_{2.5}$ under both the federal Clean Air Act and state Clean Air Act. The area is also considered non-attainment for PM_{10} under the state act, but not the federal act. The Bay Area is considered in attainment or unclassified for all other pollutants.

The nearest sensitive receptors are the single-family residences located approximately 185 feet west of the project site. In addition, Fairwood Explorer Elementary School is located approximately 915 feet west of the site.

4.2.2 Impact Discussion

	New Potentially Significant Impact	New Less than Significant with Mitigation Incorporated	New Less than Significant Impact	Same Impact as Approved Project	Less Impact than Approved Project
Would the project:					
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☐	☒
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☐	☐	☒
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	☐	☒
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☐	☒	☐

Note: Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the determinations.

4.2.2.1 *Thresholds of Significance*

Impacts from the Project

As discussed in CEQA Guidelines Section 15064(b), the determination of whether a project may have a significant effect on the environment calls for judgment on the part of the Lead Agency and must be based to the extent possible on scientific and factual data. The City of Santa Clara has considered the air quality thresholds updated by BAAQMD in May 2017 and regards these thresholds to be based on the best information available for the San Francisco Bay Area Air Basin and conservative in terms of the assessment of health effects associated with TACs and $PM_{2.5}$. The BAAQMD CEQA Air Quality thresholds used in this analysis are identified in Table 4.2-3 below.

Table 4.2-3: BAAQMD Air Quality Significance Thresholds

Pollutant	Construction Thresholds	Operation Thresholds	
	Average Daily Emissions (pounds/day)	Average Daily Emissions (pounds/day)	Annual Average Emissions (tons/year)
Criteria Air Pollutants			
ROG, NO_x	54	54	10
PM_{10}	82 (exhaust)	82	15
$PM_{2.5}$	54 (exhaust)	54	10
CO	Not Applicable	9.0 ppm (eight-hour) or 20.0 ppm (one-hour)	
Fugitive Dust	Dust Control Measures/Best Management Practices	Not Applicable	
Health Risks and Hazards for New Sources (within a 1,000-foot Zone of Influence)			
Health Hazard	**Single Source**	**Combined Cumulative Sources**	
Excess Cancer Risk	10 per one million	100 per one million	
Hazard Index	1.0	10.0	
Incremental Annual $PM_{2.5}$	0.3 µg/m^3	0.8 µg/m^3 (average)	

4.2.2.2 *Findings of the PHDSP FEIR*

2017 CAP

The PHDSP includes standards and guidelines that are consistent with the 2017 CAP and would not result in an increase in trip generation that exceeds the projected service population increase. Therefore, the PHDSP FEIR concluded that build out of the PHDSP would not conflict with implementation of the 2017 CAP.

Construction Criteria Pollutant Emissions

Future development under the PHDSP would result in short-term construction-related criteria air pollutant emissions that would have the potential to have an adverse effect on air quality. In addition, fugitive dust emissions (PM_{10} and $PM_{2.5}$) would also be generated during earth disturbing activities (e.g., site preparation, grading, excavation). Specific project details within the PHDSP were not known at the time the PHDSP FEIR was prepared; therefore, it is plausible and probable that one or more projects developed under implementation of the PHDSP could have the potential to exceed one or more of the BAAQMD's construction criteria air pollutant threshold of significance. The following mitigation measures were included in the PHDSP FEIR to reduce construction criteria pollutants and fugitive dust emissions to a less than significant level.

Mitigation Measure 5-2A: Implement BAAQMD Basic Construction Mitigation Measures. The City shall require new development projects occurring under implementation of the Patrick Henry Drive Specific Plan to implement the BAAQMD's Basic Control Mitigation Measures to address fugitive dust emissions that would occur during earthmoving activities associated with project construction. These measures include:

1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
2. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
3. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
4. All vehicle speeds on unpaved roads shall be limited to 15 mph.
5. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
6. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
7. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
8. Post a publicly visible sign with the telephone number and person to contact at the City regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.

Mitigation Measure 5-2B: Require a Project-level Construction Assessment for New Development Proposed Under Implementation of the Patrick Henry Drive Specific Plan. The City shall require applicants to submit a quantitative project-level construction criteria air pollutant and toxic air contaminant emissions analysis for future development proposed under implementation of the Patrick Henry Drive Specific Plan. The estimated construction criteria air pollutant and toxic air contaminant emissions shall be compared against the thresholds of significance maintained by the Bay Area Air Quality Management District (BAAQMD) and, if emissions are shown to be above

BAAQMD thresholds, the City shall require the implementation of mitigation to reduce emissions below BAAQMD thresholds or to the maximum extent feasible. Mitigation measures to reduce emissions could include, but are not limited to:

- Selection of specific construction equipment (e.g., specialized pieces of equipment with smaller engines or equipment that will be more efficient and reduce engine runtime);
- Requiring equipment to use alternative fuel sources (e.g., electric-powered and liquefied or compressed natural gas), meet cleaner emission standards (e.g., U.S. EPA Tier IV Final emissions standards for equipment greater than 50- horsepower), and/or utilizing added exhaust devices (e.g., Level 3 Diesel Particular Filter);
- Minimizing the idling time of diesel-powered construction equipment to two minutes;
- Requiring that all construction equipment, diesel trucks, and generators be equipped with Best Available Control Technology for emission reductions of NOx and PM;
- Requiring all contractors use equipment that meets CARB's most recent certification standard for off-road heavy-duty diesel engines; and
- Application of Low-VOC[5] paints to interior and/or exterior surfaces (e.g., paints that meet SCAQMD Rule 1113 "Low-VOC" or "Super-Compliant" requirements).

Even with implementation of mitigation measures Mitigation Measures 5-2A and 5-2B, the FEIR concluded that impacts related to construction criteria pollutants and TAC emissions from the build out of the PHDSP would be significant and unavoidable since it cannot be guaranteed that construction emissions from individual projects would be below the BAAQMD thresholds.

Operational Criteria Pollutant Emissions

The PHDSP FEIR concluded that full build out of the PHDSP would result in long-term area and mobile source emissions from operation of subsequent development. Build out of the PHDSP (under both scenarios) would result in the exceedance of the BAAQMD significance threshold for operational ROGs and NO_x emissions. The following mitigation measures were included in the PHDSP FEIR to reduce operational ROG and NO_x emissions impacts.

Mitigation Measure 5-2C: Use Low- and Super Compliant VOC Architectural Coatings. The City shall require the use of Low- and Super-Compliant VOC Architectural Coatings in maintaining buildings in the Patrick Henry Drive Specific Plan Area through Covenants Conditions and Restrictions (CC&Rs) and Ground Lease. Developed parcels shall require within their CC&Rs and/or ground

[5] VOCs is volatile organic compounds.

leases requirements for all future interior spaces to be repainted with architectural coatings that meet the “Low-VOC” or “Super-Compliant” requirements. “Low-VOC” refers to paints that meet the more stringent regulatory limits of South Coast Air Quality Management District AQMD Rule 1113. “Super-Compliant” refers to paints that have been reformulated to levels well below the “Low-VOC” limits.

Mitigation Measure 5-2D: Implement TDM Program. Proposed residential, retail, commercial, and office land uses within the Patrick Henry Drive Specific Plan Area shall prepare and implement Transportation Demand Management (TDM) programs consistent with the requirements outlined Section 7.3 of the Patrick Henry Drive Specific Plan. Projects shall achieve a minimum reduction in vehicle miles traveled (VMT) of 20 percent compared to baseline conditions (i.e., without internal or external reductions accounted for, such as geographic location, land use interconnectivity, etc.), with at least 10 percent of the reduction coming through project specific TDM measures (e.g., transit subsidies, telecommuting options, etc.).

Even with implementation of the identified mitigation measures, the PHDSP FEIR concluded that operational ROG and NO_x emissions from implementation of the PHDSP would remain significant and unavoidable.

Construction Toxic Air Contaminants

The PHDSP FEIR concluded that construction TAC emissions associated with one or more projects developed under the PHDSP could expose sensitive receptors to substantial pollutant concentrations. Future projects proposed in the PHDSP area would be required to comply with Mitigation Measure 5-2B which requires preparation of project-specific air quality assessments to evaluate TAC construction emissions. Because site-specific construction schedules and equipment were not known at the time, the PHDSP FEIR concluded that it could not be definitively known that all development projects occurring under implementation of the PHDSP would be able to reduce potential TAC emissions to levels below BAAQMD thresholds; therefore, even with implementation of the mitigation, the impact would be significant and unavoidable.

Operational Toxic Air Contaminants

The land uses envisioned under implementation the PHDSP (i.e., residential, commercial, retail, and community serving land uses) would not include sources of TAC emissions such that significant exposures could occur. Under the PHDSP’s 2040 cumulative growth conditions, it was estimated that up to 12,361 vehicles would move through the Great America Parkway and Mission College Boulevard intersection during the PM peak hour.

Since it would not exceed BAAQMD's threshold of 44,000 vehicles per hour, the PHDSP FEIR concluded that implementation of the PHDSP would not result in a CO hotspot[6] that could exceed state or federal air quality standards. Therefore, implementation of the PHDSP would not exacerbate or contribute to significant health risks at or in proximity of the PHDSP area, nor would it increase the number of state, federal, or national ambient air quality standard exceedances.

Odors

According to the BAAQMD's CEQA Air Quality Guidelines, land uses associated with odor complaints include agricultural operations, wastewater treatment plants, landfills, and certain industrial operations (such as manufacturing uses that produce chemicals, paper, etc.). Implementation of the PHDSP FEIR would not redevelop the area with land uses associated with odor complaints; therefore, no impact would occur.

Disclosure of Potential Existing Health Risks for New Residential Receptors in Plan Area

Per the *California Building Industry Association v. Bay Area Air Quality Management District*, 62 Cal.4th 369 (2015) ruling, projects are not required to analyze how existing conditions might impact a project's future users or residents. The following discussion is included for informational purposes only because the City of Santa Clara has policies that address existing air quality conditions affecting a proposed project.

General Plan Policy 5.10.10-P34 requires projects to implement minimum setbacks of 500 feet from roadways with average daily trips of 100,000 or more and 100 feet from railroad tracks for new residential or other uses with sensitive receptors, unless a project-specific study identifies measures, such as site design, tiered landscaping, air filtration systems, and window design, to reduce exposure, demonstrating that the potential risks can be reduced to acceptable levels.

No specific project was proposed at the time the PHDSP FEIR was prepared nor is the PHDSP area within 100 feet of any railroad lines. In addition, Great America Parkway is estimated to have approximately 96,860 average daily trips which is less than the City's 100,000 average daily trip criterion. Therefore, a project-specific study assessing potential health risks associated with existing sources in the area was not required.

[6] BAAQMD developed a screening-level analysis for CO hotspots in 2010 which finds that projects that are consistent with the applicable congestion management program, and that do not cause traffic volumes at affected intersections to increase to more than 44,000 vehicles per hour, would not result in a CO hotspot that could exceed state or federal air quality standards.

4.2.2.3 *Impacts Resulting from the Proposed Project*

a) Would the project conflict with or obstruct implementation of the applicable air quality plan?

2017 Clean Air Plan

As discussed in the PHSDP FEIR, projects within the PHDSP area would be required to comply with the requirements outlined in the City's Climate Action Plan (i.e., TDM requirement) and General Plan. The project would be required to achieve a minimum VMT reduction of 20 percent, including 10 percent through TDM measures (refer to Table 3.0-1 or Table 4.2-5 for the list of proposed project-specific TDM measures). The proposed project would be required to incorporate the standards and guidelines included in the PHDSP which are consistent with the 2017 CAP and, as a result, the project would not result in any new impacts to the 2017 CAP or increase the severity of the previously identified impact. **[Same Impact as Approved Project (Less Than Significant Impact)]**

Construction Criteria Pollutant Emissions

Consistent with Mitigation Measure 5-2B, a project-level construction assessment was prepared. The California Emissions Estimator model (CalEEMod) Version 2022 was used to estimate annual emissions from on-site construction activities, construction vehicle trips, and evaporative emissions. The proposed land uses of the project were input into CalEEMod, which included 284 dwelling units entered as "Apartments Mid-Rise" and 327 parking spaces entered as "Unenclosed Parking with Elevator". The construction inputs (e.g., equipment quantities, average hours per day, total number of workdays, and schedule) were provided by the applicant. The construction schedule assumes that the project would be built over a period of approximately 27 months, or 572 construction workdays. Refer to Appendix A for more information regarding assumptions and CalEEMod inputs.

Table 4.2-4 provides a summary of the estimated annualized emissions from construction of the project (without mitigation incorporated).

Table 4.2-4: Construction Period Emissions

Year	ROG	NO_x	PM_{10} Exhaust	$PM_{2.5}$ Exhaust
Construction Emissions Per Year (tons)				
2025	0.07	0.94	0.03	0.03
2026	0.66	0.98	0.03	0.03
2027	<1.60*	0.32	0.01	0.01
Annualized Daily Construction Emissions (pounds/day)				
2025 (243 construction workdays)	0.54	7.75	0.23	0.21
2026 (261 construction workdays)	5.04	7.48	0.23	0.21
2027 (68 construction workdays)	<47.15*	9.48	0.24	0.22

Year	ROG	NO_x	PM_{10} Exhaust	$PM_{2.5}$ Exhaust
BAAQMD Threshold (pounds/day)	*54*	*54*	*82*	*54*
Exceed Threshold?	**No**	**No**	**No**	**No**

Source: Illingworth & Rodkin, Inc. *4590 Patrick Henry Drive Construction Air Quality and Health Risk Assessment.* November 7, 2023.

Notes: ROG - reactive organic gases

NO_x - nitrogen dioxide

PM_{10} - diameter of 10 micrometers or less

$PM_{2.5}$ - diameter of 2.5 micrometers or less

* These are unmitigated values. Implementation of Mitigation Measure 5-2C would reduce ROG from construction coatings below these levels. Note that the majority of construction ROG emissions comes from the Building Interior/Architectural Coating phase, which is almost all in the year 2027. Because there are so few construction workdays in 2027, the higher number of emissions are divided over the lower number of construction days, which yields a higher daily annualized emissions for ROG.

As shown in the table above, project construction period emissions would not exceed BAAQMD significance thresholds for ROG, NO_x, PM_{10}, and $PM_{2.5}$. As a result, the project would have a less than significant criteria pollutant emissions impact associated with project construction and would not conflict with or obstruct implementation of the 2017 CAP. Implementation of the project would not result in any new impacts or increase the severity of the previously identified construction criteria pollutant air quality impacts. **[Less Impact than Approved Project (Significant Unavoidable Impact with Mitigation Incorporated)]**

Operational Criteria Pollutant Emissions

As mentioned above, build out of the PHDSP would exceed the BAAQMD significance thresholds for operational ROG and NO_x emissions. Per the PHDSP FEIR, the proposed project would be required to comply with Mitigation Measure 5-2C which requires the use of Low- and Super-Compliant VOC Architectural Coatings in buildings to reduce ROG emissions. While the PHDSP area is located within 0.5 miles of the Old Ironsides Light Rail Station, mobile source emissions would remain as a substantial source of emissions. To reduce ROG, NO_x, and PM emissions from mobile sources, future projects proposed under the PHDSP (including the proposed project) would be required to implement a TDM plan consistent with the requirements outlined in Section 7.3 of the PHDSP and the City's Climate Action Plan. Consistent with Mitigation Measure 5-2D of the PHDSP FEIR, the project proposes the following TDM measures.

Table 4.2-5: Proposed Project-Specific TDM Measures

Program Administration, Monitoring, and Reporting
Preparation of TDM Plan
Participation in Transportation Management Association (TMA)
Information and marketing to current and perspective residents
New resident welcome materials
Information posed in prominent on-site locations
Online Kiosk /TDM information board
Designate a Transportation Coordinator
Annual Surveys
Target Trip Reduction Monitoring
Transit Elements
Operate a local shuttle program (funded by TMA members)
Bicycle Facilities
Bicycle parking
On-site bicycle facilities and pedestrian circulation
Protected bike lanes on Patrick Henry Drive
On-site Amenities
On-site amenities that reduce trips (i.e., retail, exercise rooms)
Source: Hexagon Transportation Consultants, Inc. *4590 Patrick Henry Drive Residential Development Transportation Demand Management Plan*. May 22, 2023.

With implementation of the TDM plan and use of Low- and Super-Compliant VOC Architectural Coatings, the project would have a less than significant impact on operational ROG and NO_x emissions. While full build out of the PHDSP would have a significant and unavoidable operational criteria pollutant emissions impact, the proposed project is consistent with PHDSP FEIR and would not result in any new impacts or substantially increase the severity of the previously identified operational criteria pollutant air quality impacts. **[Less Impact than Approved Project (Significant Unavoidable Impact with Mitigation Incorporated)]**

b) Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

Per the BAAQMD CEQA Air Quality Guidelines, air pollution by its nature is largely a cumulative impact. No single project is sufficient in size, by itself, to result in nonattainment of ambient air quality standards. If a project exceeds the identified significance thresholds, its emissions would be

cumulatively considerable, resulting in significant adverse air quality impacts to the region's existing air quality conditions.

The PHDSP FEIR concluded that growth allowed under implementation of the PHDSP would be substantially more than what was accounted for in the City's General Plan and could result in a cumulatively considerable net increase in pollutants for which the region is in nonattainment. As discussed under checklist question a, construction period criteria pollutant emissions associated with the project would not exceed the BAAQMD significance thresholds; therefore, the proposed project would not result in a cumulatively considerable net increase of any criteria pollutant for which the region is in nonattainment. The project would be required to comply with Mitigation Measures 5-2C and 5-2D to reduce operational criteria pollutant emissions and, as a result, implementation of the project would not result in any new impacts or substantially increase the severity of the previously identified criteria pollutant air quality impacts. **[Less Impact than Approved Project (Significant Unavoidable Impact with Mitigation Incorporated)]**

c) Would the project expose sensitive receptors to substantial pollutant concentrations?

Dust Generation

Construction activities on-site would temporarily generate dust and equipment exhaust that would affect nearby sensitive receptors. The project would be required to implement Mitigation Measure 5-2A which requires new development in the PHDSP (including the proposed project) to implement BAAQMD Basic Control Mitigation Measures to reduce dust emissions. With implementation of these measures, fugitive dust and other particulate matter generated during construction would be reduced to a less than significant level. Therefore, the project would not result in any new dust impacts or substantially increase the severity of the previously identified impacts. **[Same Impact as Approved Project (Less Than Significant Impact with Mitigation Incorporated)]**

Construction Toxic Air Contaminants

Consistent with Mitigation Measure 5-2B, a construction health risk assessment was prepared to analyze health risk impacts from TACs and $PM_{2.5}$. The CalEEMod model was used which provides total annual PM_{10} exhaust emissions (DPM) for the off-road construction equipment and on-road vehicles. The U.S. EPA AERMOD dispersion model was used to predict construction-related DPM and $PM_{2.5}$ concentrations at existing residences in the vicinity of the project area (refer to Appendix A of this document for more information).

The maximum exposed individual (MEI) was identified at a single-family residence located 450 feet northwest of the project site (refer to Figure 4.2-1:).[7] Off-site sensitive receptors are designated in green and the MEI from construction is designated in red. The MEI would have a cancer risk of 2.76 cases per one million for infants and 0.05 cases per one million for adults. The maximum-annual $PM_{2.5}$ concentration would be 0.02 micrograms per cubic meter ($\mu g/m^3$) and the maximum hazard index (HI) concentration would be less than 0.01. Implementation of the project would not exceed BAAQMD significance thresholds of 10 cases per one million for cancer risk, 0.3 $\mu g/m^3$ for annual $PM_{2.5}$, and HI of 1.0, respectively (without mitigation).

In addition, Fairwood Explorer Elementary School is located approximately 915 feet west of the site (refer to Figure 4.2-1: for the location of the school receptor). The students attending the school would be exposed to a cancer risk of 0.06 cases per one million, an annual $PM_{2.5}$ of less than 0.01 $\mu g/m^3$, and a HI of less than 0.01. The BAAQMD significance thresholds for cancer risk, annual $PM_{2.5}$, and HI would not be exceeded at the school. Therefore, the impact from the proposed project to nearby sensitive receptors would be less than significant, and implementation of the project would not result in any new TAC impacts or substantially increase the severity of the previously identified impact. **[Less Impact than Approved Project (Significant Unavoidable Impact with Mitigation Incorporated)]**

Operational Toxic Air Contaminants

Build out of the PHDSP was found to not exceed BAAQMD's threshold of 44,000 vehicles per hour. Since the proposed project is consistent with the uses allowed under the PHDSP, implementation of the project would not result in any new impacts or substantially increase the severity of the previously identified operational TAC impact. **[Same Impact as Approved Project (Less Than Significant Impact)]**

Criteria Pollutant Emissions

In a 2018 decision (*Sierra Club v. County of Fresno*), the State Supreme Court determined that CEQA requires that when a project's criteria air pollutant emissions would exceed applicable thresholds and contribute a cumulatively considerable contribution to a significant cumulative regional criteria pollutant impact, the potential for the project's emissions to affect human health in the air basin must be disclosed. State and federal ambient air quality standards are health-based standards and exceedances of those standards result in continued unhealthy levels of air pollutants. As stated in the 2017 BAAQMD CEQA Air Quality Guidelines, air pollution by its nature is largely a cumulative impact. No single project is sufficient in size, by itself, to result in nonattainment of ambient air quality standards. Instead, a project's individual emissions contribute to existing cumulatively significant adverse air quality impacts. In developing thresholds of significance for air pollutants,

[7] There are sensitive receptors located approximately 185 feet west of the site, however, the MEI was identified at a residence located approximately 450 feet northwest of the site due to the prevailing wind direction. While the primary wind direction comes from the north/northwest, there are occasionally wind currents coming from the south/southeast. There is little to no wind coming from the east; therefore, the receptors to the west of the site would not be exposed to the same level of project emissions as the residences to the northwest. Divine, Casey. Illingworth & Rodkin, Inc. Personal Communication. March 12, 2024.

Source: Illingworth & Rodkin, Inc., November 7, 2023.

LOCATIONS OF OFF-SITE RECEPTORS AND PROJECT MEI

FIGURE 4.2-1

BAAQMD considered the emission levels for which a project's individual emissions would be cumulatively considerable. If a project has a less than significant impact for criteria pollutants, it is assumed to have no adverse health effect.

As discussed under checklist questions a and b, the project would have a less than significant construction criteria pollutant impact and the project would be required to comply with Mitigation Measures 5-2C and 5-2D from the PHDSP FEIR to reduce operational criteria pollutant emissions. With implementation of the identified measures from the PHDSP FEIR, the proposed project would not result in any new impacts or substantially increase the severity of the previously identified criteria pollutant air quality impacts. **[Less Impact than Approved Project (Significant Unavoidable Impact with Mitigation Incorporated)]**

d) Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

The project would generate localized emissions of diesel exhaust during construction equipment operation and truck activity. While the odor emissions may be noticeable from time to time by adjacent receptors, the odors would be localized and temporary and are not likely to affect people off-site.

It is anticipated that the proposed project would use cleaning supplies and maintenance chemicals which would generate temporary odors in the areas of use. The odors from cleaning supplies and maintenance chemicals would be similar to the odors already generated by the surrounding land uses (e.g., residential and commercial development). Therefore, the proposed project would not generate objectionable odors that would affect a substantial number of people off-site nor would the project result in long-term or short-term odor impacts. Implementation of the project would not result in any new odor impacts or substantially increase the severity of the previously identified impacts. **[Same Impact as Approved Project (No Impact)]**

4.2.3 Non-CEQA Effects

Per *California Building Industry Association v. Bay Area Air Quality Management District*, 62 Cal. 4th 369 *(BIA v. BAAQMD)*, effects of the environment on the project are not considered CEQA impacts. The following discussion is included for informational purposes only because the City of Santa Clara has policies that address existing air quality conditions affecting a proposed project.

A health risk assessment was prepared to assess impacts from existing TAC sources on future on-site residences. BAAQMD recommends that projects be evaluated for community health risk when they are located within 1,000 feet of mobile sources of TACs (e.g., rail lines, highways, and busy surface streets) and permitted stationary sources of TACs.

There are no stationary sources within 1,000 feet of the site that would have the potential to affect the MEI; therefore, stationary sources are not discussed further. The project area is located near

arterial roadways. Screening-level cancer risks, $PM_{2.5}$ concentrations, and HI associated with traffic on the local roadways were estimated using BAAQMD's geographic information systems (GIS) data files. In addition to existing mobile TAC sources, one project has been approved within the PHDSP area (i.e., 3000 Patrick Henry Drive). For the purposes of this analysis, it was conservatively assumed the entire construction period from the proposed project would overlap with the 3000 Patrick Henry Drive construction schedule. This would provide an overestimate of the health risk and hazard levels because it assumes that maximum impacts from the nearby development occurs concurrently with the proposed project at the off-site MEI. Table 4.2-6Table 4.2-2 summarizes the cumulative health risks at the MEI without mitigation.

Table 4.2-6: Cumulative Impacts at MEI (Unmitigated)

Source	Cancer Risk (per million)	Annual $PM_{2.5}$ ($\mu g/m^3$)	Hazard Index
Project Impacts			
Project Construction	2.76 (infant)	0.02	<0.01
BAAQMD Single-Source Threshold	*10*	*0.3*	*1.0*
Exceed Threshold?	**No**	**No**	**No**
Cumulative Impacts			
Cumulative Roadways	7.29	0.22	0.03
3000 Patrick Henry Drive (mitigated)	<10.00	<0.30	<1.00
Cumulative Total	<20.05	<0.54	<1.04
BAAQMD Cumulative-Source Threshold	*100*	*0.8*	*10.0*
Exceed Threshold?	**No**	**No**	**No**

Source: Illingworth & Rodkin, Inc. *4590 Patrick Henry Drive Construction Air Quality and Health Risk Assessment.* November 7, 2023.

As shown in the table above, the cumulative-source thresholds for cancer risk, annual $PM_{2.5}$, and HI would not be exceeded.

4.3 Biological Resources

The following discussion is based on a Preliminary Arborist Report prepared by HortScience | Bartlett Consulting in June 2023. The discussion is also based upon a Biological Resources Report prepared by H.T. Harvey & Associates (HTH) in October 2023. Copies of these reports are provided in Appendices B and C, respectively.

4.3.1 Environmental Setting

4.3.1.1 *Regulatory Framework*

Federal and State

Endangered Species Act

Individual plant and animal species listed as rare, threatened, or endangered under state and federal Endangered Species Acts are considered special-status species. Federal and state endangered species legislation has provided the United States Fish and Wildlife Service (USFWS) and the California Department of Fish and Wildlife (CDFW) with a mechanism for conserving and protecting plant and animal species of limited distribution and/or low or declining populations. Permits may be required from both the USFWS and CDFW if activities associated with a proposed project would result in the take of a species listed as threatened or endangered. To "take" a listed species, as defined by the State of California, is "to hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill" these species. Take is more broadly defined by the federal Endangered Species Act to include harm of a listed species.

In addition to species listed under state and federal Endangered Species Acts, Sections 15380(b) and (c) of the CEQA Guidelines provide that all potential rare or sensitive species, or habitats capable of supporting rare species, must be considered as part of the environmental review process. These may include plant species listed by the California Native Plant Society and CDFW-listed Species of Special Concern.

Migratory Bird Treaty Act

The federal Migratory Bird Treaty Act (MBTA) prohibits killing, capture, possession, or trade of migratory birds except in accordance with regulations prescribed by the Secretary of the Interior. Hunting and poaching are also prohibited. This includes direct and indirect acts, except for harassment and habitat modification, which are not included unless they result in direct loss of birds, nests, or eggs. The CDFW also protects migratory and nesting birds under California Fish and Game Code Sections 3503, 3503.5, and 3800. The CDFW defines taking as causing abandonment and/or loss of reproductive efforts through disturbance.

Sensitive Habitat Regulations

Wetland and riparian habitats are considered sensitive habitats under CEQA. They are also afforded protection under applicable federal, state, and local regulations, and are generally subject to regulation by the United States Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), CDFW, and/or the USFWS under provisions of the federal Clean Water Act (e.g., Sections 303, 304, 404) and State of California Porter-Cologne Water Quality Control Act.

Fish and Game Code Section 1602

Streambeds and banks, as well as associated riparian habitat, are regulated by the CDFW per Section 1602 of the Fish and Game Code. Work within the bed or banks of a stream or the adjacent riparian habitat requires a Streambed Alteration Agreement from the CDFW.

Local

City of Santa Clara Tree Protection Policies

Tree protection is provided under Chapter 12.35 of the City Code and under General Plan Policies 5.3.1-P10, 5.10.1-P3, and 5.10.1-P4 and Appendix 8.10. These policies detail protections for street trees and preservation of all City-designated heritage trees.

City of Santa Clara 2010-2035 General Plan

General Plan policies related to biological resources include, but are not limited to, the following listed below.

Policies	Description
5.3.1-P10	Provide opportunities for increased landscaping and trees in the community, including requirements for new development to provide street trees and a minimum 2:1 on- or off-site replacement for trees removed as part of the proposal to help increase the urban forest and minimize the heat island effect.
5.10.1-P1	Require environmental review prior to approval of any development with the potential to degrade the habitat of any threatened or endangered species.
5.10.1-P3	Require preservation of all City-designated heritage trees listed in the Heritage Tree Appendix 8.10 of the General Plan.
5.10.1-P4	Protect all healthy cedars, redwoods, oaks, olives, bay laurel, and pepper trees of any size, and all other trees over 36 inches in circumference measured from 48 inches above-grade on private and public property, as well as in the public right-of-way.

4.3.1.2 *Existing Conditions*

The project site is in an urbanized area surrounded by light industrial and office development and associated pavement (e.g., roads, driveways, and surface parking lots). There is no vacant land within the PHDSP area and there is currently no native vegetation within the entire plan area.

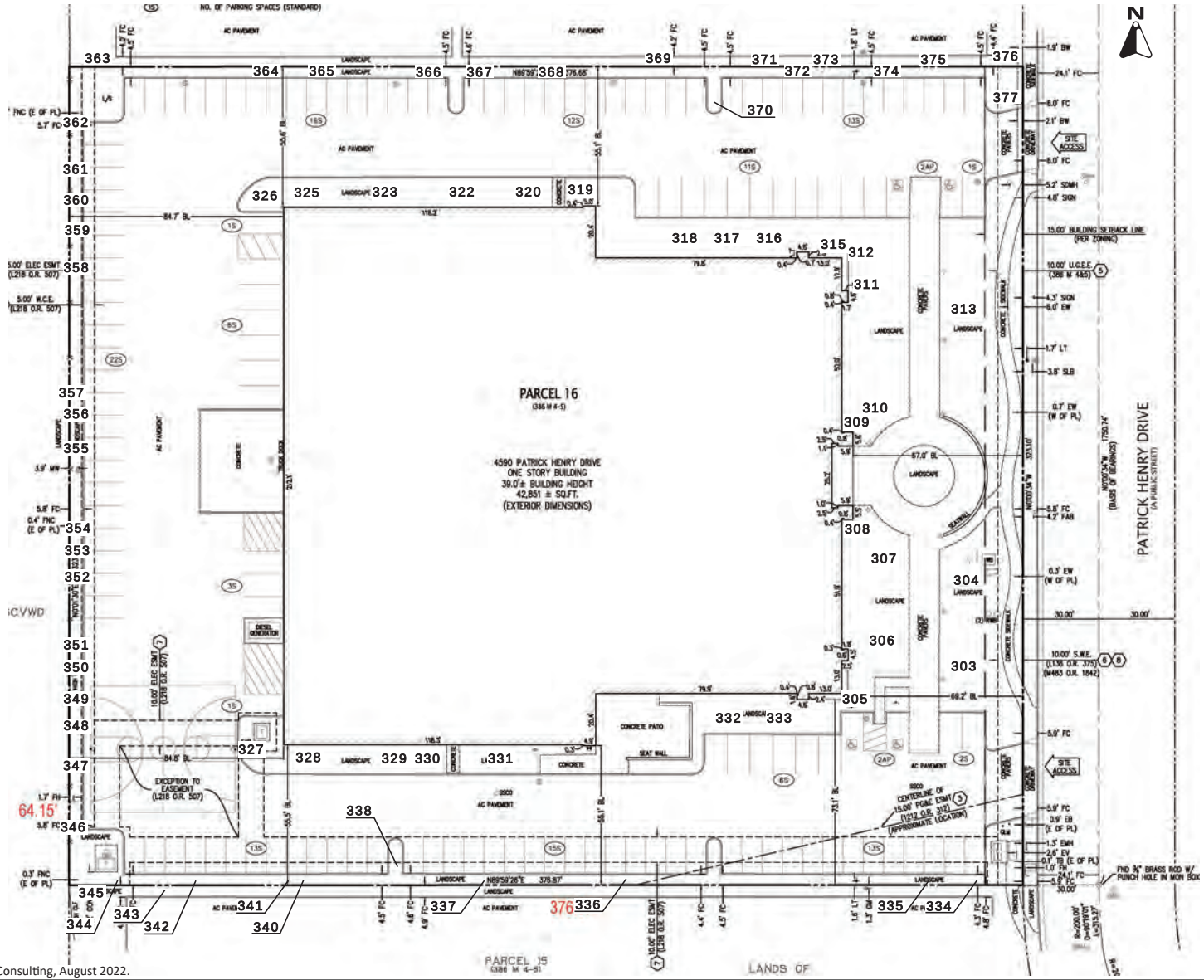
Habitats in developed areas such as the project site and area include predominantly urban-adapted birds and animals. Vegetation on-site includes landscaping shrubs and trees. The nearest waterway is Calabazas Creek, approximately 125 feet west of the project site. The PHDSP FEIR identified the following special-status species with potential to occur within the PHDSP area: Congdon's tarplant, arcuate bush mallow, burrowing owl, white-tailed kite, pallid bat, and Townsend's big-eared bat; as well as nesting birds and roosting bats protected by the MBTA and California Fish and Game Code.

Based on the Preliminary Arborist Report completed by HortScience | Bartlett Consulting, a total of 71 trees were surveyed. Table 4.3-1 identifies the species and size of the trees surveyed. The location of trees is shown on Figure 4.3-1.

Table 4.3-1: Tree Survey

Species	Diameter			Total No. of Trees
	0-12.0 inches	12.1-18.0 inches	Greater than 18 inches	
Blackwood acacia	5	0	2	7
Cajeput paperbark	3	5	1	9
Carob	9	3	1	13
Chinese juniper	7	0	0	7
Chinese pistache	3	0	0	3
Coast redwood	11	0	0	11
Crape myrtle	5	0	0	5
Evergreen ash	2	2	1	5
Hackberry	2	0	0	2
Holly oak	7	0	0	7
Purpleleaf plum	2	0	0	2

Total: 71 trees



Source: HortScience | Bartlett Consulting, August 2022.

TREE LOCATION MAP

FIGURE 4.3-1

4.3.2 Impact Discussion

	New Potentially Significant Impact	New Less than Significant with Mitigation Incorporated	New Less than Significant Impact	Same Impact as Approved Project	Less Impact than Approved Project
Would the project:					
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife (CDFW) or United States Fish and Wildlife Service (USFWS)?	☐	☐	☐	☒	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the CDFW or USFWS?	☐	☒	☐	☐	☐
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒	☐
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, impede the use of native wildlife nursery sites?	☐	☐	☒	☐	☐
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒	☐
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒	☐

4.3.2.1 *Findings of the PHDSP FEIR*

Riparian Habitat, Sensitive Natural Communities, Wetlands, Fish and Wildlife Corridors, and Fish and Wildlife Nursery Sites

The PHDSP area is not located within a Habitat Conservation Plan (HCP) area nor does the area contain sensitive natural communities (i.e., northern coastal salt marsh and sycamore alluvial woodland). Therefore, the PHDSP FEIR concluded that implementation of the PHDSP would have a less than significant impact on riparian habitat, sensitive natural communities, wetlands, fish and wildlife corridors, and fish and wildlife nursery sites.

Impacts on Threatened and Endangered Habitat

The PHDSP FEIR concluded that without further project-level analysis, build out of the PHDSP could threaten or endanger habitat for special-status species and, as a result, future developments under the PHDSP would be in violation of Policy 5.10.1-P1 from the City of Santa Clara's General Plan. The following mitigation measure was included in the PHDSP FEIR to reduce impacts to special-status species habitat.

Mitigation Measure 6-2: In order to keep current the biological resource evaluation prepared for the Patrick Henry Drive Specific Plan EIR, upon receiving applications for site-specific projects within the Specific Plan Area, the City shall evaluate the need for a specific biological resource survey of the project site and adjacent area that may be indirectly impacted by project work. If no biological resources are determined to be at risk as determined by a qualified biologist, no further survey shall be required. However, if the City determines that biological resources within the project area require further analysis, the project proponent shall be required to conduct a biological resource survey of the habitat and special-status species that may be impacted by project activities, either directly or indirectly. A report shall be provided to the City detailing survey methods, results, and avoidance and minimization measures required to protect any special-status species with potential to be impacted, in accordance with the regulatory protocols of the responsible jurisdictional agencies for the resource in question, including, but not limited to: USFWS, CDFW, and USACE. If no further surveys/investigation is requested by a permitting or other regulatory agency upon receipt of biological survey report, work may proceed as planned.

With implementation of Mitigation Measure 6-2, impacts related to special-status species habitat would be reduced to a less than significant level.

Impacts on Special-Status Plants

The PHDSP FEIR determined that project construction within the PHDSP area could impact the Congdon's tarplant and arcuate bush mallow. The following mitigation measure was included in the PHDSP FEIR to reduce potential impacts to Congdon's tarplant and arcuate bush mallow.

Mitigation Measure 6-3: Before any project work within the Specific Plan Area, a qualified botanist shall conduct site-specific, focused surveys according to CDFW guidelines to determine presence or absence of special-status plant species on the individual project site and any adjacent potential area of disturbance. A comprehensive, sitewide survey should be conducted within May to September before project work begins, to encompass the Congdon's tarplant and arcuate bush mallow's blooming periods. Following the completion of the surveys, a survey results report shall be prepared and provided to the City. This report should include, but should not be limited to, the following: (1) a description of the survey methodology; (2) a discussion of the survey results; and (3) a map showing the survey area and the location of any special-status plants encountered. If no rare plants are found, then no further mitigation would be required.

If rare plants are found during the survey, the number of individuals present shall be documented and the limits of population shall be marked with flagging. The flagged border of the population shall be avoided by construction personnel for the duration of the project. If the species cannot be avoided or may be indirectly impacted, the applicant shall notify CDFW to discuss avoidance, minimization, and mitigation measures as appropriate for each species population, including measures to be taken and protocols to be followed if special-status plants are inadvertently disturbed during construction activities.

CDFW may require the preparation and implementation of a mitigation plan that details avoidance, preservation, and/or compensation for the loss of individual special-status plant species. Mitigation may include the purchase of mitigation bank credits, preserving and enhancing existing on-site populations, creation of off-site populations through seed collection and/or transplantation and monitoring these populations to ensure their successful establishment, and/or preserving occupied habitat off-site in perpetuity. Specific amounts and methods of mitigation and/or credits shall be determined in formal consultation with CDFW and USFWS.

With implementation of Mitigation Measure 6-3, impacts to special-status plants would be reduced to a less than significant level.

Potential Impacts on Nesting Birds or Roosting Bats

Implementation of the PHDSP could result in impacts nesting birds and/or roosting bats due to the removal of trees and buildings that contain nests. Per the PHDSP FEIR, there is a low potential for burrowing owl, white-tailed kite, pallid bat, and Townsend's big-eared bat to utilize the habitat within the area for roosting and/or nesting. In addition, many common bird species protected by the MBTA, California Migratory Bird Protection Act (MBPA), and California Fish and Game Code may utilize buildings, gravel substrates, and the landscaped vegetation within the PHDSP area for nesting, foraging, and roosting. Removal of existing trees containing nests or eggs of migratory birds, raptors, or bird species during the nesting season, or roosting bats, would be considered unlawful take under the MBTA and the California Fish and Game Code and would constitute a significant impact. The following mitigation was included in the PHDSP FEIR to reduce impacts to nesting birds and roosting bats.

Mitigation Measure 6-4: The demolition of any buildings, disturbance of gravel substrate, and/or removal of trees, shrubs, or weedy vegetation shall be avoided during the February 1 through August 31 bird nesting period to the extent possible. If no demolition, gravel disturbance, vegetation, or tree removal is proposed during the nesting period, no further action is required. If it is not feasible to avoid the nesting period, the project applicant shall retain a qualified wildlife biologist to conduct a survey for nesting birds at most 14 days prior to the start of removal of trees, shrubs, grassland vegetation, or buildings, including prior to grading or other construction activity. If demolition of buildings, disturbance of gravel substrate, or vegetation removal efforts do not begin within the 14 days following the nesting bird survey, another survey shall be required. The area surveyed shall include all construction sites, access roads, and staging areas, as well as reasonably accessible areas within 150 feet outside the boundaries of the areas to be cleared or as otherwise determined by the biologist and dependent on species' life history requirements.

If an active nest is discovered in the areas to be directly physically disturbed, or in other habitats within the vicinity of construction boundaries and may be disturbed by construction activities (as determined by the qualified biologist), clearing and construction shall be postponed until the qualified biologist has determined that the young have fledged (left the nest), the nest fails, or the nest is otherwise determined to be inactive by the biologist (i.e. predation).

To avoid impacts to roosting bats that may rarely utilize the Specific Plan Area vegetation and/or vacant buildings for day roosting, the project applicant shall retain a qualified wildlife biologist to conduct a survey for roosting bats at most 14 days prior to the start of demolition of any vacant buildings left with entry and egress points accessible to bats or removal of

suitable bat roosting vegetation. If roosting bats are detected, the biologist shall enact a minimum of a 150-foot no-work buffer and confer with CDFW to determine potential roost protection or roost eviction practices. After conferring with CDFW, the protective buffer may be adjusted based on specific roost needs. Once bats have been suitably protected by a buffer and/or safely evicted from roosting sites (as approved by CDFW), construction may resume outside the buffered area.

A nesting bird and roosting bat survey report prepared with the methods and results of the pre-project survey will be submitted to the City for review and approval prior to commencement of construction activities. Any additional construction monitoring, as determined through any necessary coordination/discretionary approvals with the resource agencies, will be documented per requirements set forth in an approved mitigation monitoring and reporting program.

The PHDSP FEIR concluded that with implementation of Mitigation Measure 6-4, impacts to migratory and nesting birds would be reduced to a less than significant level.

Impacts on Protected Trees, Plants, and Shrubs

There are no City-designated heritage trees within the PHDSP area. Future projects proposed under the PHDSP would be required to comply with all local policies and ordinances for preserving trees; therefore, the PHDSP would have a less than significant impact on trees, plants, and shrubs.

4.3.2.2 *Impacts Resulting from the Proposed Project*

a) Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the CDFW or USFWS?

Special-Status Plants

Consistent with Mitigation Measure 6-3 of the PHDSP FEIR, HTH completed a focused survey for the Condgon's tarplant and arcuate bush mallow in September 2023. None of these species were identified on or immediately adjacent to the site; therefore, the report concluded that the project would not have an impact on these special-status plants. Therefore, implementation of the proposed project would not result in any new impacts or substantially increase the severity of the previously identified special-status plants impact. **[Less Impact than Approved Project (Less Than Significant Impact with Mitigation Incorporated)]**

Special-Status Animals

HTH completed a reconnaissance-level survey in August 2023 which found that there is no suitable habitat for burrowing owls present on-site or within 500 feet in the athletic fields and grasslands at Mission College (where burrowing owls were formerly known to occur).

While other special-status animals, such as the white-tailed kite and pallid bat, have the potential to fly over the project site, there is no suitable habitat for these species on-site or immediately adjacent to the site. Therefore, the Biological Resources Report concluded that implementation of the project would not result in impacts to these special-status animal species. Nevertheless, the proposed project would be required to implement Mitigation Measure 6-4 to ensure that impacts on these species would not occur.

At the time the PHDSP FEIR was prepared, the ecology and life history of the Crotch's bumble bee and western bumble bee were not discussed in detail as their presence was difficult to determine. In addition, the potential for the monarch butterfly to occur on-site was not addressed in the PHDSP FEIR. Based on recent surveys completed for the Crotch's bumble bee, these species have been identified in scattered locations in Santa Clara County. The Crotch's bumble bee has been recorded approximately 2.2 miles to the north, at Alviso Marina County Park. The project site does not provide high-quality floral resources (i.e., flowers that provide high-quality foraging habitat for the species), and no small mammal burrows or other features providing high-quality nest sites for this species were observed during project surveys. Therefore, the Biological Resources Report concluded that the Crotch's bumble bee is not expected to occur on the site.

Monarchs are expected to fly through the site as occasional migrants and are not known to form large roosts in Santa Clara County. The Biological Resources Report concluded that monarchs would not be present on-site due to the absence of milkweed and that the site does not contain flowering plants that would attract monarchs; therefore, impacts to monarchs would be less than significant.

Therefore, implementation of the proposed project would not result in any new impacts or substantially increase the severity of the previously identified impact on special-status species. **[Same Impact as Approved Project (Less Than Significant Impact with Mitigation Incorporated)]**

b) Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the CDFW or USFWS?

Riparian Habitat

The project site does not contain sensitive natural communities (i.e., northern coastal salt marsh and sycamore alluvial woodland) nor does the site contain riparian habitat. Calabazas Creek, located approximately 95 feet west of the project site boundary, does contain riparian habitat. Calabazas Creek is a concrete channel, and the PHDSP FEIR identified only "marginally suitable" riparian habitat at the time of preparation. Therefore, the PHDSP FEIR did not address impacts (e.g.,

shading or encroachment) from future projects on the riparian habitat at that time. However, site visits conducted by HTH in August and September 2023 detected the presence of more significant vegetation along the channel than what the PHDSP FEIR had identified in 2019.

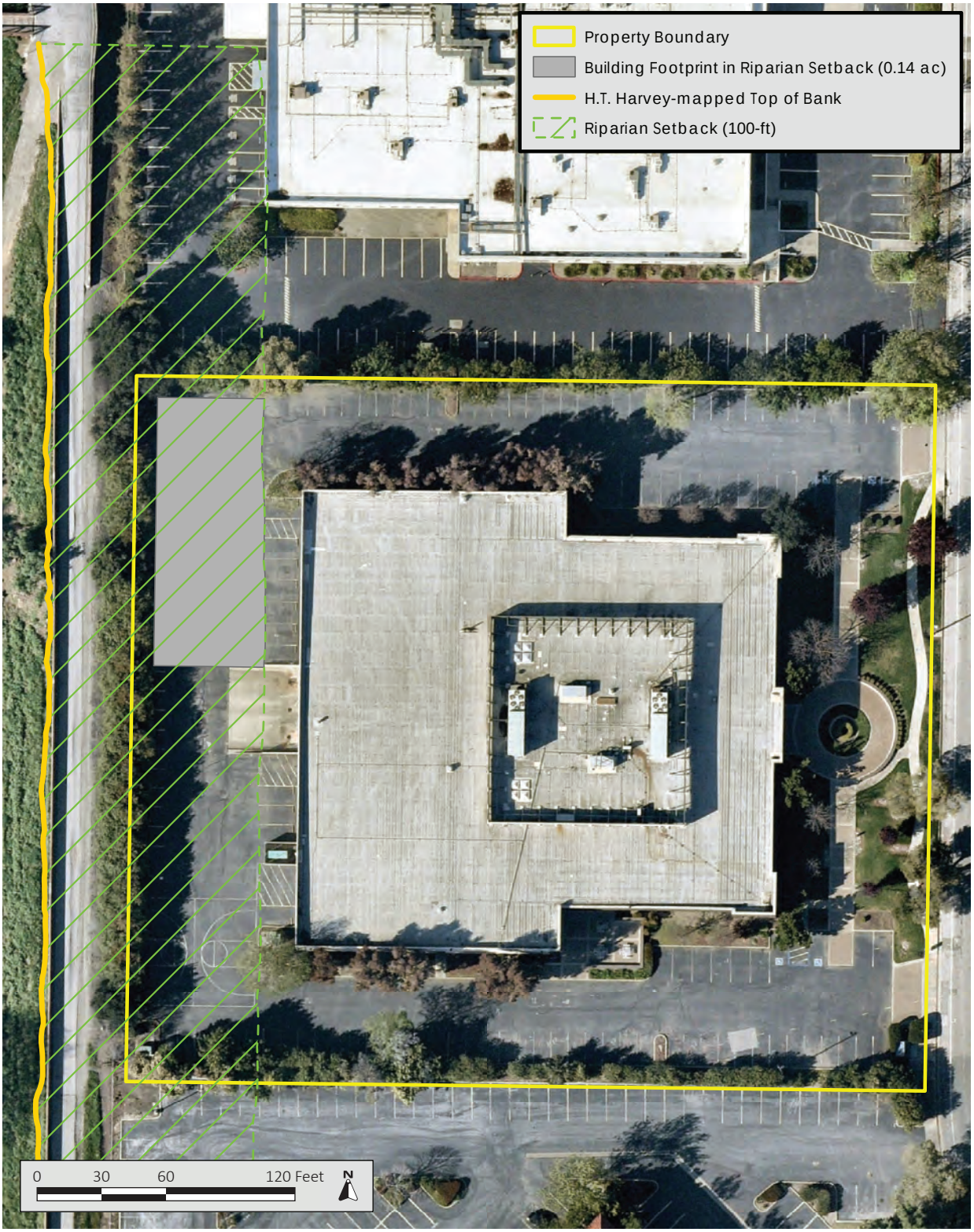
The proposed project would result in the construction of a building that would be up to 86 feet tall to the top of the parapet and approximately 100 feet from the edge of the riparian habitat along Calabazas Creek. While no direct loss of habitat would occur, the building would be located closer to the creek than the existing building which has the potential to shade the mixed riparian woodland along Calabazas Creek during the early morning hours. Since the building would only shade the riparian corridor in the morning, the Biological Resources Report concluded that the shading would not result in the loss or substantial degradation of riparian habitat. **(New Less Than Significant Impact)**

Encroachment on Riparian Corridor

Buffers are often included between new development and riparian habitat to reduce indirect effects of adjacent developments. Given that the PHDSP FEIR identified only "marginally suitable" riparian habitat along the concrete channel at the time of the preparation of the PHDSP, the FEIR did not address potential encroachment impacts from future projects onto the Calabazas Creek riparian corridor. The City of Santa Clara does not have a riparian buffer policy nor does the PHDSP include buffer standards and guidelines. Based on other policies in the region, a 100-foot standard setback from the top of bank is appropriate for streams such as Calabazas Creek. In addition, the Biological Resources Report identified a 100-foot setback appropriate due to the moderate quality of the riparian habitat, the native bird community present at this location, and the ecological value of Calabazas Creek within the Santa Clara Valley.

The proposed building would be set back approximately 45 feet from the top of bank and would encroach within 0.14 acre of the 100-foot setback area (refer to Figure 4.3-2). Encroachment of the project within the 100-foot setback would result in the following impacts on the adjacent riparian communities along Calabazas Creek:

- Birds may be less likely to use areas that are in proximity to tall buildings since they cannot see over when using a habitat area, or that they will have to fly around/between when moving to and from the habitat area. As a result, the proposed building would reduce bird use of the adjacent habitat due to the proximity of the building to the riparian habitat.
- The new building would be located on the east side of Calabazas Creek which would shade the adjacent riparian habitat during the early morning hours. Although shading would not result in a substantial adverse effect on the health of the riparian vegetation, it may affect how wildlife use riparian vegetation when it is shaded versus when it is sunlit.
- Some birds using the habitat along Calabazas Creek are expected to collide with the proposed building which would reduce bird diversity and abundance in this area.



Source: H.T. Harvey & Associates, October 2023.

PROJECT SITE AND SETBACK DIAGRAM | FIGURE 4.3-2

Because the existing riparian habitat adjacent to the site is of moderate quality (as opposed to high quality) and is not expected to attract a large number of birds, these impacts would not affect regional populations of bird species that use the site, nor would it result in a substantial degradation of riparian bird communities in the segment of the Calabazas Creek adjacent to the site. **(New Less Than Significant Impact)**

Artificial Lighting

The proposed project would include artificial lighting within the building, as well as on the building's exterior, pedestrian paths, and parking areas which could impact animal species. The PHDSP FEIR did not address potential impacts of lighting on biological communities such as the riparian habitat in Calabazas Creek; the FEIR identified only "marginally suitable" habitat in the concrete channel at the time of preparation. However, site visits conducted by HTH in August and September 2023 detected the presence of more significant vegetation along the channel than what the PHDSP FEIR identified in 2019. Due to the height of the building and the building lights, the proposed project could illuminate the Calabazas Creek riparian corridor and affect animals' use of the corridor. Up-lighting could also disorient nocturnal migrant birds and increase the risk of bird collisions with the proposed building.

Impact BIO-1: Artificial lighting associated with the project could affect animals' use of the Calabazas Creek riparian corridor and result in an increase in bird collisions with the building.

Mitigation Measure

MM BIO-1.1: The project shall implement the following measures to minimize impacts of new lighting on animal communities:

- Up-lighting (i.e., lighting that project upward above the fixture) shall be avoided in the project design. All lighting shall be fully shielded to block illumination from shining upward above the fixture. If up-lighting cannot be avoided in the project design, up-lights shall be shielded and/or directed such that no luminance projects above/beyond objects at which they are directed (e.g., trees and buildings) and such that the light would not shine directly into the eyes of a bird flying above the object.
- All lighting shall be directed downward and fully shielded as necessary to block illumination from shining towards Calabazas Creek to the west. This measure only pertains to lighting along the western edge of the site or lighting elsewhere that has potential to illuminate the Calabazas Creek riparian corridor.

With implementation of Mitigation Measure BIO-1.1, the project would have a less than significant impact on animal communities from artificial lighting. **(New Less Than Significant Impact with Mitigation Incorporated)**

c) Would the project have a substantial adverse effect on state or federally protected wetlands through direct removal, filling, hydrological interruption, or other means?

There are no wetlands present on-site; therefore, the project would not affect any federally protected wetlands as defined by Section 404 of the Clean Water Act. Implementation of the project would not result in any new impacts or substantially increase the severity of the previously identified impact on wetlands. **[Same Impact as Approved Project (Less Than Significant Impact)]**

d) Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Wildlife Movement

All project activities would occur within the project footprint; therefore, the implementation of the proposed project would not interfere with the movement of any urban-adapted wildlife species that currently move through the plan area. The project would not result in any new impacts or substantially increase the severity of the previously identified impact on wildlife movement. **[Same Impact as Approved Project (Less Than Significant Impact)]**

Nesting Birds

The trees and shrubs within and adjacent to the project site could potentially provide nesting habitat for birds, including migratory birds or raptors. Nesting birds are species protected under the provisions of the MBTA and California Fish and Game Code Sections 3503, 3503.5, and 3800. Therefore, project construction activities during the nesting season (February to August) could result in the incidental loss of fertile eggs or nestlings, or otherwise lead to nest abandonment. Disturbance that results in loss of reproductive effort and/or abandonment is considered a taking by the CDFW and would constitute a significant impact. Consistent with the PHDSP FEIR, the project would be required to implement Mitigation Measure 6-4 to reduce impacts on migratory and nesting birds to a less than significant level. **[Same Impact as Approved Project (Less Than Significant Impact with Mitigation Incorporated)]**

Bird Collisions

The PHDSP FEIR did not address the risk of bird collisions with project buildings, because Calabazas Creek is not a natural watercourse; it is a concrete channel, and in 2019 the PHDSP FEIR identified only “marginally suitable habitat” in that location, which would be unlikely to attract significant numbers of birds. However, site visits conducted by HTH in August and September 2023 detected the presence of more significant vegetation along the channel than what the PHDSP FEIR had identified in 2019. That being said, although bird collisions with the proposed building could occur, the project includes materials such as plaster, tile veneer, aluminum, or simulated limestone broken up by smaller windows which would reduce the potential for bird collisions. Therefore, the number

and frequency of bird collisions with the proposed project would be low. The project would not result in any new impacts or substantially increase the severity of the previously identified impact from bird collisions. **(New Less Than Significant Impact)**

e) Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Per General Plan Policy 5.3.1-P10, new development is required to provide street trees and a minimum 2:1 on- or off-site replacement for removal of existing trees. In addition, Chapter 12.35 of Santa Clara City Code serves to protect all trees (native and non-native) planted or growing in the streets or public places of the City ("City trees"), as well as certain privately-owned trees. A permit is required for removal of any City trees, City-designated heritage trees, trees from nine listed species with a diameter of 12 inches or more at 54 inches above grade, and any tree with a diameter of 38 inches or more at 54 inches above grade. These trees are considered "protected" trees, and the Code also prohibits the attachment of anything to a protected tree in the City, unless it is necessary and proper to the growth and care of the tree. Additionally, the City Code requires a replacement ratio of 2:1 for 24-inch box replacement trees, or replacement ratio of 4:1 for 15-gallon replacement trees.

As proposed, the project would remove a total of 55 trees; three street trees and 52 on-site trees. Tree Nos. 334-337, 340-342, and 344 would remain on-site (refer to Figure 4.3-1 for the tree location map). None of the off-site trees (Tree Nos. 343, 345, 346, 357, 362, 363, 365, 369, 371, 373, and 375) are proposed for removal. Based on the City's tree replacement policy, the proposed project would be required to plant a minimum of 110 trees with 24-inch boxes or 220 trees with 15-gallon containers. Consistent with the PHDSP FEIR, the project would be required to comply with all local policies and ordinances for preserving trees, including the City's tree replacement policy; therefore, the proposed project would have a less than significant impact on trees. The project would not result in any new impacts or substantially increase the severity of the previously identified impact from tree removal. **[Same Impact as Approved Project (Less Than Significant Impact)]**

f) Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

The project site is not located within an adopted HCP, Natural Community Plan, or other approved habitat conservation plan; therefore, the project would not conflict with any approved local, regional, or state habitat conservation plan. Implementation of the project would not result in any new impacts or substantially increase the severity of the previously identified impact with any approved habitat conservation plan. **[Same Impact as Approved Project (Less Than Significant Impact)]**

4.4 Cultural Resources/Tribal Cultural Resources

An Archaeological Sensitivity Assessment was prepared by Archaeological/Historical Consultants (A/HC) in July 2023. A copy of the assessment is on file with the City of Santa Clara, Community Development Department.

4.4.1 Environmental Setting

4.4.1.1 *Regulatory Framework*

Federal and State

National Historic Preservation Act

Federal protection is legislated by the National Historic Preservation Act of 1966 (NHPA) and the Archaeological Resource Protection Act of 1979. These laws maintain processes for determination of the effects on historical properties eligible for listing in the National Register of Historic Places (NRHP). Section 106 of the NHPA and related regulations (36 Code of Federal Regulations [CFR] Part 800) constitute the primary federal regulatory framework guiding cultural resources investigations and require consideration of effects on properties that are listed or eligible for listing in the NRHP. Impacts to properties listed in the NRHP must be evaluated under CEQA.

California Register of Historical Resources

The California Register of Historical Resources (CRHR) is administered by the State Office of Historic Preservation and encourages protection of resources of architectural, historical, archeological, and cultural significance. The CRHR identifies historic resources for state and local planning purposes and affords protections under CEQA. Under Public Resources Code Section 5024.1(c), a resource may be eligible for listing in the CRHR if it meets any of the NRHP criteria.[8]

Historical resources eligible for listing in the CRHR must meet the significance criteria described previously and retain enough of their historic character or appearance to be recognizable as historical resources and to convey the reasons for their significance. A resource that has lost its historic character or appearance may still have sufficient integrity for the CRHR if it maintains the potential to yield significant scientific or historical information or specific data.

The concept of integrity is essential to identifying the important physical characteristics of historical resources and, therefore, in evaluating adverse changes to them. Integrity is defined as "the authenticity of a historical resource's physical identity evidenced by the survival of characteristics that existed during the resource's period of significance." The processes of determining integrity are similar for both the CRHR and NRHP and use the same seven variables or aspects to define integrity

[8] California Office of Historic Preservation. "CEQA Guidelines Section 15064.5(a)(3) and California Office of Historic Preservation Technical Assistance Series #6." Accessed January 11, 2024. https://ohp.parks.ca.gov/pages/1069/files/technical%20assistance%20bulletin%206%202011%20update.pdf.

that are used to evaluate a resource's eligibility for listing. These seven characteristics include 1) location, 2) design, 3) setting, 4) materials, 5) workmanship, 6) feeling, and 7) association.

California Native American Historical, Cultural, and Sacred Sites Act

The California Native American Historical, Cultural, and Sacred Sites Act applies to both state and private lands. The act requires that upon discovery of human remains, construction or excavation activity must cease and the county coroner be notified.

Public Resources Code Sections 5097 and 5097.98

Section 15064.5 of the CEQA Guidelines specifies procedures to be used in the event of an unexpected discovery of Native American human remains on non-federal land. These procedures are outlined in Public Resources Code Sections 5097 and 5097.98. These codes protect such remains from disturbance, vandalism, and inadvertent destruction, establish procedures to be implemented if Native American skeletal remains are discovered during construction of a project, and establish the Native American Heritage Commission (NAHC) as the authority to resolve disputes regarding disposition of such remains.

Pursuant to Public Resources Code Section 5097.98, in the event of human remains discovery, no further disturbance is allowed until the county coroner has made the necessary findings regarding the origin and disposition of the remains. If the remains are of a Native American, the county coroner must notify the NAHC. The NAHC then notifies those persons most likely to be related to the Native American remains. The code section also stipulates the procedures that the descendants may follow for treating or disposing of the remains and associated grave goods.

Assembly Bill 52

Assembly Bill (AB) 52, effective July 2015, established a new category of resources for consideration by public agencies called Tribal Cultural Resources (TCRs). AB 52 requires Lead Agencies to provide notice of projects to tribes that are traditionally and culturally affiliated with the geographic area if they have requested to be notified. Where a project may have a significant impact on a tribal cultural resource, consultation is required until the parties agree to measures to mitigate or avoid a significant effect on a tribal cultural resource or until it is concluded that mutual agreement cannot be reached.

Under AB 52, TCRs are defined as follows:

- Sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that are also either:
    - Included or determined to be eligible for inclusion in the California Register of Historic Resources, or
    - Included in a local register of historical resources as defined in Public Resources Code Section 5020.1(k).
- A resource determined by the Lead Agency to be a TCR.

Local

City of Santa Clara 2010-2035 General Plan

General Plan policies applicable to cultural resources/TCRs include, but are not limited to, the following listed below.

Policies	Description
5.6.3-P1	Require that new development avoid or reduce potential impacts to archaeological, paleontological and cultural resources.
5.6.3-P5	In the event that archeological/paleontological resources are discovered, require that work be suspended until the significance of the find and recommended actions are determined by a qualified archeologist/paleontologist.
5.6.3-P6	In the event that human remains are discovered, work with the appropriate Native American representative and follow the procedures set forth in State Law.

4.4.1.2 *Existing Conditions*

Subsurface Resources

Archaeological Resources

Native Americans occupied Santa Clara Valley and the greater Bay Area for more than 5,000 years. The exact time period of the Ohlone (originally referred to as Costanoan) migration into the Bay Area is debated by scholars. Dates of the migration range between 3000 B.C. and 500 A.D. Regardless of the actual time frame of their initial occupation of the Bay Area and, in particular, Santa Clara Valley, it is known that the Ohlone had a well-established population of approximately 7,000 to 11,000 people with a territory that ranged from the San Francisco Peninsula and the East Bay, south through the Santa Clara Valley and down to Monterey and San Juan Bautista.

The Ohlone people practiced hunting, fishing, and collecting seasonal plant and animal resources, including tidal and marine resources from San Francisco Bay. The customary way of living, or lifeway, of the Costanoan/Ohlone people disappeared by about 1810 due to disruption by introduced diseases, a declining birth rate and the impact of the California mission system established by the Spanish in the area in 1777.

Mission Period

Spanish explorers began coming to Santa Clara Valley in 1769. From 1769 to 1776, several expeditions were made during which time the explorers encountered the local Native American tribes. These expeditions lead to the establishment of the California Missions, including the first Mission Santa Clara founded in 1777 near what is today the Kifer Road/De La Cruz Boulevard intersection. After being destroyed by flooding, a second Mission Santa Clara was constructed near the present-day Martin Avenue/De La Cruz intersection. The third, fourth, and fifth Missions were constructed on what is today the Santa Clara University Campus, located approximately 4.0 miles

southeast of the project site. During the Mission period, the Mission controlled much of the land (approximately 80,000 acres) in Santa Clara Valley and the Native Americans were brought into the Mission, effectively ending the Ohlone's traditional occupation of the valley.

Post-Mission and Early 20th Century

During and after the Gold Rush of 1849, people began to settle in the Santa Clara Valley to farm the land. In the 1850s, the City began to take shape as a recognizable small town and by 1852, Santa Clara was incorporated as a town and became a state chartered City. At the end of the 19th century, more and more people arrived seeking the mild climate and job opportunities of the Santa Clara area. By 1906, the population of the City grew to nearly 5,000. The population remained fairly stable and did not increase until after World War II, when the city outgrew its 19th century boundaries and expanded to open lands north and west of the original City limits.

The project site was vacant from at least 1889 until construction of the existing building in 1990. Prior to the construction of the existing building, the site was used for agricultural operations (e.g., grassland farming) from at least the 1930s until the 1970s.

Record Search

Based on a record search prepared for the proposed project, no subsurface cultural resources have been documented on-site. Within a 0.25-mile radius, one resource was identified along the vicinity of Calabazas Creek.[9] A previous study was completed which included a portion of the project site, however, no resources were encountered. Seven previous studies have been completed within a 0.25-mile radius; none of which encountered any resources.

Based on an 1889 topographic map, Sanjon/Campbell Creek is approximately 0.8 miles east of the site. Due to the project's proximity to Sanjon/Campbell Creek[10] and the resource identified along Calabazas Creek, the Archaeological Sensitivity Assessment concluded that there is moderate potential for encountering buried Native American archaeological deposits. Because the site has been historically utilized for agricultural purposes, the project site has very low potential for encountering historic-era archaeological deposits.

[9] This resource was never formally recorded; therefore, the Archaeological Sensitivity Assessment references it as an informal resource.

[10] The Calabazas Creek was channelized in the 1880s to run by the project site. While Calabazas Creek is currently located approximately 125 feet west of the project site, prior to the 1880s, it did not reach the area (as shown on the 1876 topographic map in the Archaeological Sensitivity Assessment). As a result, Calabazas Creek does not appear next to the site on maps from 1866 to 1876. It does, however, appear on maps in 1889, 1890, and onward. Fierer-Donaldson, Molly. Archaeological/Historical Consultants. Personal Communication. January 25, 2024.

Historic Structures

The existing one-story commercial building was constructed in 1990 (34 years old) and is primarily stucco with brick veneer siding. The existing building on-site is not listed on the National Register of Historic Places (NRHP)[11], California Register of Historical Resources (CRHR)[12], or City's HRI.[13] At the time the PHDSP FEIR was completed (2021), no building or structure in the PHDSP area was listed on a local or state historic resources inventory (HRI).

Tribal Cultural Resources

During preparation of the PHDSP FEIR, the City of Santa Clara notified the Native American tribes traditionally and culturally affiliated with the PHDSP area which included the Amah Mutsun Tribal Band, Amah Mutsun Tribal Band of Mission San Juan Bautista, Muwekma Ohlone Indian Tribe of the San Francisco Bay Area, Ohlone Indian Tribe, North Valley Yokuts Tribe, and Indian Canyon Mutsun Band of Costanoan. No comments were received by the City, nor was there any request for consultation.

4.4.2 Impact Discussion

	New Potentially Significant Impact	New Less than Significant with Mitigation Incorporated	New Less than Significant Impact	Same Impact as Approved Project	Less Impact than Approved Project
Would the project:					
a) Cause a substantial adverse change in the significance of a historical resource pursuant to CEQA Guidelines Section 15064.5?	☐	☐	☐	☐	☒
b) Cause a substantial adverse change in the significance of an archaeological resource as pursuant to CEQA Guidelines Section 15064.5?	☐	☐	☐	☒	☐
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	☐	☐	☒	☐

[11] National Register of Historic Places. "National Register Database and Research." Accessed January 24, 2024. https://www.nps.gov/subjects/nationalregister/database-research.htm.
[12] California Register of Historic Places. "California Historical Resources." Accessed January 24, 2024. https://ohp.parks.ca.gov/listedresources/.
[13] City of Santa Clara. "8.9 Historic Preservation and Resource Inventory." Accessed January 24, 2023. https://www.santaclaraca.gov/home/showpublisheddocument/12893/635713044859030000.

	New Potentially Significant Impact	New Less than Significant with Mitigation Incorporated	New Less than Significant Impact	Same Impact as Approved Project	Less Impact than Approved Project
Would the project:					
d) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is: (1) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or (2) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☐	☒	☐

4.4.2.1 *Findings of the PHDSP FEIR*

Historic Resources

While the PHDSP FEIR did not identify any buildings listed on a local, state, or federal HRI, the analysis concluded that properties or features within the PHDSP area could potentially meet the CEQA definition of a historic resource in the future, as the plan would be built out over a number of years and structures could become historically significant with sufficient passage of time. Therefore, future projects under the PHDSP may cause substantial adverse changes in the significance of a historic resource and impacts would be significant. The following mitigation measure was included in the PHDSP FEIR to reduce impacts to historic resources.

Mitigation Measure 7-1: For any individual project within the Patrick Henry Drive Specific Plan Area that the City determines may involve a property that contains a potentially significant historic resource, the resource shall be assessed by a professional who meets the Secretary of the Interior's Professional Qualifications Standards to determine whether the property is a significant historic

resource and whether or not the project may have a potentially significant adverse effect on the historic resource. If, based on the recommendation of the qualified professional, the City determines that the project may have a potentially significant effect, the City shall require the applicant to implement the following mitigation measures:

(a) Adhere to at least one of the following Secretary of the Interior's Standards:[14]

- Secretary of Interior's *Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings*; or
- Secretary of Interior's *Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*.

The qualified professional shall make a recommendation to the City as to whether the project fully adheres to the Secretary of the Interior's Standards, and any specific modifications necessary to do so. The final determination as to a project's adherence to the Standards shall be made by the City body with final decision-making authority over the project. Such a determination of individual project adherence to the Secretary of the Interior's Standards will constitute mitigation of the project historic resource impacts to a less-than-significant level (CEQA Guidelines section 15064.5).

(b) If measure (a) is not feasible, the historic resource shall be moved to a new location compatible with the original character and use of the historic resource, and its historic features and compatibility in orientation, setting, and general environment shall be retained, such that a substantial adverse change in the significance of the historic resource is avoided.[15] Implementation of measure (b) would reduce the impact to a less-than-significant level.

[14] Under the CEQA Guidelines (section 15064.5[b][3]), a project's adverse impact on a historic resource generally can be mitigated to a less-than-significant level by following either of these standards.

[15] One example of a substantial adverse change would be the loss of eligibility for listing on the California Register. The State Historical Resources Code encourages the retention of historic resources on-site and discourages the non-historic grouping of historic buildings into parks or districts. However, it is recognized that moving a historic building, structure, or object is sometimes necessary to prevent its destruction. Therefore, a moved building, structure, or object that is otherwise eligible may be listed in the California Register if it was moved to prevent its demolition at its former location and if the new location is compatible with the original character and use of the historic resource. A historic resource should retain its historic features and compatibility in orientation, setting, and general environment. (California Office of Historic Preservation, California Register and National Register: A Comparison, Technical Assistance Series 6; Sacramento, CA: California Department of Parks and Recreation, 2001)

If neither measure (a) nor measure (b) is feasible, then the City shall, as applicable and to the extent feasible, implement the following measures in the following order:

(c) Document the historic resource before any changes that would cause a loss of integrity and loss of continued eligibility. The documentation shall adhere to the Secretary of the Interior's Standards for Architectural and Engineering Documentation. The level of documentation shall be proportionate with the level of significance of the resource. The documentation shall be made available for inclusion in the Historic American Building Survey (HABS) or the Historic American Engineering Record (HAER) Collections in the Library of Congress, the California Historical Resources Information System (CHRIS), and the Bancroft Library, as well as local libraries and historical societies.

(d) Retain and reuse the historic resource to the maximum feasible extent and continue to apply the Secretary of the Interior’s Standards to the maximum feasible extent in all alterations, additions, and new construction.

(e) Through careful methods of planned deconstruction to avoid damage and loss, salvage character-defining features and materials for educational and interpretive use on-site, or for reuse in new construction on the site in a way that commemorates their original use and significance.

(f) Interpret the historical significance of the resource through a permanent exhibit or program in a publicly accessible location on the site or elsewhere within the Specific Plan Area.

Implementation of measures (b), (c), (d), (e), and/or (f) would reduce a significant impact on historic resources, but not to a less-than-significant level. Without knowing the characteristics of the potentially affected historic resource or of the future individual development proposal, the City cannot determine with certainty that measure (a) or (b) above would be considered feasible.

Even with implementation of Mitigation Measure 7-1, the PHDSP FEIR concluded historical resource impacts would be significant and unavoidable because it cannot be guaranteed any of the measures in Mitigation Measure 7.1 would reduce impacts to historic resources to less than significant.

4.4.2.2 *Archaeological Resources, Human Remains, and Tribal Cultural Resources*

The PHDSP FEIR concluded that construction of the proposed development under the PHDSP could disturb unrecorded sensitive archaeological resources or TCRs which would result in a significant impact. The PHDSP included the following mitigation to reduce impacts to archaeological resources, human remains, and TCRs.

Mitigation Measure 7-2: During the City's standard project-specific review process for all future, discretionary, public improvement and private development projects in the Patrick Henry Drive Specific Plan Area, the City shall determine the possible presence of, and the potential for new or substantially more severe impacts of the action on, archaeological resources and tribal cultural resources. The City shall require individual project applicants or environmental consultants to contact the California Historical Resources Information System (CHRIS) to determine whether the particular project is located in a sensitive area. Future discretionary development projects that CHRIS determines may be located in a sensitive area - i.e., on or adjoining an identified archaeological/tribal cultural resources site – shall proceed only after the project applicant contracts with an archaeologist/Tamien Nation representative who meets the Secretary of the Interior's Professional Qualifications Standards, to conduct a determination in regard to cultural values remaining on the site and warranted mitigation measures, as described directly below.

In general, to make an adequate determination in these instances, the archaeologist/Tamien Nation Representative shall conduct a preliminary field inspection to (1) assess the amount and location of visible ground surface, (2) determine the nature and extent of previous impacts, and (3) assess the nature and extent of potential impacts. Such field inspection may demonstrate the need for some form of additional subsurface testing (e.g., excavation by auger, shovel, or backhoe unit) or, alternatively, the need for on-site monitoring of subsurface activities (i.e., during grading or trenching).

In addition, the City shall continue to notify the Native American tribes traditionally and culturally affiliated with the Specific Plan Area of the discretionary, public improvement and private development projects if those proposed improvements or projects are subject to a CEQA Negative Declaration (including Mitigated Negative Declaration) or Environmental Impact Report (EIR), in accordance with California Assembly Bill 52, and if a Native American tribe requests consultation, conduct a good faith consultation.

Following field inspection and completion of all necessary phases of study as determined by the archaeologist/Tamien Nation representative and the City, damage to any identified archaeological/tribal cultural resources shall be avoided or mitigated to the maximum extent possible. Preservation in place to maintain the relationship between the artifact(s) and the archaeological/tribal cultural context is the preferred manner of mitigating impacts on an archaeological/tribal cultural resource site. Preservation may be accomplished by:

- Planning construction to avoid the archaeological or tribal cultural site;
- Incorporating the site within a park, green space, or other open space element;
- Covering the site with a layer of chemically stable soil; or
- Deeding the site into a permanent conservation easement.

When in-place mitigation is determined by the City to be infeasible, a *data recovery plan*, which makes provisions for adequate recovery of culturally or historically consequential information about the site (including artifacts discovered on the site), subject to review and approval by the City, shall be prepared and adopted prior to any excavation being undertaken. Such studies shall be submitted to the CHRIS Northwest Information Center. If Native American artifacts are indicated, the studies shall also be submitted to the Native American Heritage Commission (NAHC). CHRIS and NAHC are recognized as experts in their respective disciplines.

Identified cultural resources shall be recorded on form DPR 422 (archaeological sites). Mitigation measures recommended by these two groups (CHRIS and NAHC), as reviewed and approved by the City, shall be undertaken prior to and during construction activities. Although the precise details of the mitigation measures would be specific to the particular project site, the measures shall be consistent with the avoidance and mitigation strategies described above in this programmatic mitigation measure.

A *data recovery plan* and data recovery for a historic resource shall not be required if the City determines that testing or studies already completed have adequately recovered the necessary data, provided that the data have already been documented in an EIR or are available for review at the CHRIS Northwest Information Center (CEQA Guidelines section 15126.4[b]).

Resource identification training procedures shall be implemented for construction personnel, conducted by an archaeologist/Tamien Nation representative who meets the Secretary of the Interior's Professional Qualifications Standards. In the event that subsurface cultural resources are

otherwise encountered during approved ground-disturbing activities for a Plan Area construction activity, work within 50 feet shall be stopped and a qualified archaeologist/Tamien Nation representative retained to evaluate the finds following the procedures described above. Project personnel shall not collect cultural resources. Although work may continue beyond 50 feet, the archaeologist/Tamien Nation representative shall be empowered to temporarily halt or redirect construction activities to ensure avoidance of adverse impacts to archaeological/tribal cultural resources.

If human remains are found, the rules set forth in State Health and Safety Code section 7050.5 and CEQA Guidelines section 15126.4(b) apply and shall be followed.

The PHDSP FEIR concluded that implementation of Mitigation Measure 7-2 would reduce impacts related to the unanticipated discovery of archaeological resources (including TCRs and human remains) to a less than significant level.

4.4.2.3 *Impacts Resulting from the Proposed Project*

a) Would the project cause a substantial adverse change in the significance of a historical resource pursuant to CEQA Guidelines Section 15064.5?

As described in the PHDSP FEIR, no buildings within the PHDSP area are listed as historical resources on a local, state, or federal level. The minimum threshold for eligibility as a historic resource is any structure at least 50 years old. The only potential impacts to historical resources identified in the FEIR were hypothetical impacts to buildings that are currently less than 50 years old. Due to the long duration of the PHDSP, buildings within the PHDSP may be considered historic at the time of redevelopment.

The existing building on-site was built in 1990[16] and does not meet the threshold for historic resources. Therefore, redevelopment of the project site would not physically damage or materially impair the integrity of any historic building. Construction of the proposed project would not impact any designated or eligible historic structures. As a result, the proposed project would not result in any new impacts or substantially increase the severity of the previously identified historic resource impacts. **[Less Impact than Approved Project (Significant Unavoidable Impact with Mitigation Incorporated)]**

b) Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines Section 15064.5?

[16] PES Environmental, Inc. *Phase I Environmental Site Assessment*. September 19, 2019.

The project site was used for agricultural purposes until 1990 (when the current building was built). The Archaeological Sensitivity Assessment determined that the project would be unlikely to have buried historic archaeological deposits. The project site was, however, determined to have moderate potential for encountering buried Native American archaeological deposits. Therefore, the project would be required to comply with Mitigation Measure 7-2 in the event archaeological resources are encountered during ground-disturbing activities. The proposed project is consistent with the development projections of the PHDSP FEIR and therefore, implementation of the project would not result in any new impacts or substantially increase the severity of the previously identified archaeological resource impacts. **[Same Impact as Approved Project (Less Than Significant Impact with Mitigation Incorporated)]**

c) Would the project disturb any human remains, including those interred outside of dedicated cemeteries?

The project would not include any substantial excavations (except for trenching for utilities) since no below-grade parking is proposed. Nevertheless, construction activities on-site could result in the exposure or destruction of as yet undiscovered human remains. If human remains are encountered, the project would be required to comply with the rules set forth in State Health and Safety Code section 7050.5 and CEQA Guidelines section 15126.4(b) per Mitigation Measure 7-2 of the PHDSP FEIR. For this reason, the project would not result in any new impacts or substantially increase the severity of the previously identified impact to human remains. **[Same Impact as Approved Project (Less Than Significant Impact with Mitigation Incorporated)]**

d) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:
   (1) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or
   (2) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

As mentioned previously, the City of Santa Clara notified the Native American tribes traditionally and culturally affiliated with the PHDSP area as a part of the PHDSP FEIR preparation. No comments were received by the City, nor was there any request for consultation. Consistent with Mitigation Measure 7-2 of the PHDSP FEIR, the project applicant would be required to contract with an archaeologist/Tamien Nation representative who meets the Secretary of the Interior's Professional Qualifications Standards, to determine if cultural resources are present on-site and identify

mitigation measures (if warranted). Additionally, as required by Mitigation Measure 7-2 of the PHDSP FEIR, the City shall continue to notify the Native American tribes traditionally and culturally affiliated with the PHDSP area of the discretionary public improvement and private development projects if those proposed improvements or projects are subject to a CEQA Negative Declaration (including Mitigated Negative Declaration) or Environmental Impact Report (EIR), in accordance with California Assembly Bill 52, and conduct consultation if requested. With implementation of the identified mitigation from the PHDSP FEIR, the project would not result in any new impacts or substantially increase the severity of the previously identified tribal cultural resources impact. **[Same Impact as Approved Project (Less Than Significant Impact with Mitigation Incorporated)]**

4.5 Geology and Soils

The following discussion is based upon a Geotechnical Investigation prepared by Langan Engineering and Environmental Services, Inc. (Langan) in August 2023. A copy of the report is attached in Appendix D.

4.5.1 Environmental Setting

4.5.1.1 *Regulatory Framework*

State

Alquist-Priolo Earthquake Fault Zoning Act

The Alquist-Priolo Earthquake Fault Zoning Act was passed following the 1971 San Fernando earthquake. The act regulates development in California near known active faults due to hazards associated with surface fault ruptures. Alquist-Priolo maps are distributed to affected cities, counties, and state agencies for their use in planning and controlling new construction. Areas within an Alquist-Priolo Earthquake Fault Zone require special studies to evaluate the potential for surface rupture to ensure that no structures intended for human occupancy are constructed across an active fault.

Seismic Hazards Mapping Act

The Seismic Hazards Mapping Act (SHMA) was passed in 1990 following the 1989 Loma Prieta earthquake. The SHMA directs the California Geological Survey (CGS) to identify and map areas prone to liquefaction, earthquake-induced landslides, and amplified ground shaking. CGS has completed seismic hazard mapping for the portions of California most susceptible to liquefaction, landslides, and ground shaking, including the central San Francisco Bay Area. The SHMA requires that agencies only approve projects in seismic hazard zones following site-specific geotechnical investigations to determine if the seismic hazard is present and identify measures to reduce earthquake-related hazards.

California Building Standards Code

The CBC prescribes standards for constructing safe buildings. The CBC contains provisions for earthquake safety based on factors including occupancy type, soil and rock profile, ground strength, and distance to seismic sources. The CBC requires that a site-specific geotechnical investigation report be prepared for most development projects to evaluate seismic and geologic conditions such as surface fault ruptures, ground shaking, liquefaction, differential settlement, lateral spreading, expansive soils, and slope stability. The CBC is updated every three years.

California Division of Occupational Safety and Health Regulations

Excavation, shoring, and trenching activities during construction are subject to occupational safety standards for stabilization by the California Department of Industrial Relations, Division of Occupational Safety and Health (Cal/OSHA) under Title 8 of the California Code of Regulations and Excavation Rules. These regulations minimize the potential for instability and collapse that could injure construction workers on the site.

Paleontological Resources Regulations

Paleontological resources are the fossilized remains of organisms from prehistoric environments found in geologic strata. They range from mammoth and dinosaur bones to impressions of ancient animals and plants, trace remains, and microfossils. These are valued for the information they yield about the history of the earth and its past ecological settings. The California Public Resources Code (Section 5097.5) specifies that unauthorized removal of a paleontological resource is a misdemeanor. Under the CEQA Guidelines, a project would have a significant impact on paleontological resources if it would disturb or destroy a unique paleontological resource or site or unique geologic feature. Paleontological resources are fossils, the remains or traces of prehistoric life preserved in the geologic record. They range from the well-known and well publicized (such as mammoth and dinosaur bones) to scientifically important fossils.

Local

City of Santa Clara 2010-2035 General Plan

General Plan policies applicable to geology and soils include, but are not limited to, the following listed below.

Policies	Description
5.10.5-P5	Regulate development, including remodeling or structural rehabilitation, to ensure adequate mitigation of safety hazards, including flooding, seismic, erosion, liquefaction and subsidence dangers.
5.10.5-P6	Require that new development is designed to meet current safety standards and implement appropriate building code to reduce risks associated with geologic conditions.
5.10.5-P7	No Implement all recommendations and design solutions identified in project soils reports to reduce potential adverse effects associated with unstable soils or seismic hazards.

Santa Clara City Code

Title 15 of the Santa Clara City Code includes the City's adopted Building and Construction Code. These regulations are based on the CBC and include requirements for building foundations, walls, and seismic resistant design. Requirements for grading and excavation permits and erosion control are included in Chapter 15.15 Building Code. Requirements for building safety and earthquake reduction hazard are addressed in Chapter 15.55 Seismic Hazard Identification.

4.5.1.2 *Existing Conditions*

Regional Geology

The project site is located in the Santa Clara Valley, a relatively flat alluvial basin, bounded by the Santa Cruz Mountains to the southwest, the Diablo Mountain Range to the east, and San Francisco Bay to the north. The Santa Clara Valley consists of a large structural basin containing alluvial deposits from the Diablo Range and Santa Cruz Mountains.

On-site Geologic Conditions

Topography and Soils

Soils on-site contain alluvial deposits that consist of clay and sandy clay with layers of clayey sand and silty sand with moderate expansion potential.[17] There are no unique geological features on or adjacent to the project site and the topography of the project area is relatively flat.

Groundwater

Based on the Phase I Environmental Site Assessment (ESA)[18] prepared for the site, groundwater in the vicinity of the site was estimated to range from 5.5 to 14 feet below the ground surface (bgs). Groundwater levels fluctuate seasonally depending on variables including variations in rainfall, irrigation, and groundwater pumping.

Seismicity

The project site is located within the San Francisco Bay Area, the most seismically active region in the United States. As mentioned in the PHDSP FEIR, the PHDSP area is not located in an Alquist-Priolo Special Study Zone, and no faults run through the PHDSP area or the City of Santa Clara.

The Hayward Fault is located approximately 5.0 miles east of Santa Clara and 7.0 miles east of the PHDSP area. The Calaveras fault is located approximately 7.0 miles east of the City and approximately 11 miles east of the PHDSP area. The San Andreas fault is located approximately 7.0 miles west of the City and approximately 12 miles west of the PHDSP area.[19]

Liquefaction

Liquefaction occurs when water-saturated soils lose structural integrity due to seismic activity. Soils that are most susceptible to liquefaction are loose to moderately dense, saturated granular soils with poor drainage. The project site is located within a potential liquefaction zone.[20]

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[17] Langan Engineering and Environmental Services, Inc. *Geotechnical Investigation 4590 Patrick Henry Drive.* August 9, 2023.
[18] PES Environmental, Inc. *Phase I Environmental Site Assessment Report*. September 19, 2019.
[19] City of Santa Clara. Patrick Henry Drive Environmental Impact. SCH# 2019120515. July 2021.
[20] Langan Engineering and Environmental Services, Inc. *Geotechnical Investigation 4590 Patrick Henry Drive.* August 9, 2023.

Lateral Spreading

Lateral spreading is a type of ground failure related to liquefaction. It consists of the horizontal displacement of flat-lying alluvial material toward an open area, such as a steep bank of a stream channel. Based on the Geotechnical Investigation prepared for the site, the layers below the groundwater level are dense enough to resist lateral spreading and clayey; therefore, the potential for lateral spreading at the project site is low.

Landslides

Landslides occur when the stability of a slope changes from a stable to an unstable condition. Since the project area is relatively flat, the potential for landslides on-site is low.

Paleontological Resources

Paleontological resources are the fossilized remains of organisms from prehistoric environments preserved in the geological strata. The project site is underlain by Holocene deposits. Holocene geologic units are not generally considered paleontological sensitive, because remains dated less than 10,000 years are not usually considered fossils.

4.5.2 Impact Discussion

	New Potentially Significant Impact	New Less than Significant with Mitigation Incorporated	New Less than Significant Impact	Same Impact as Approved Project	Less Impact than Approved Project
Would the project:					
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:					
- Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault (refer to Division of Mines and Geology Special Publication 42)?	☐	☐	☐	☒	☐
- Strong seismic ground shaking?	☐	☐	☐	☒	☐
- Seismic-related ground failure, including liquefaction?	☐	☐	☐	☒	☐
- Landslides?	☐	☐	☐	☒	☐
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☐	☒	☐

	New Potentially Significant Impact	New Less than Significant with Mitigation Incorporated	New Less than Significant Impact	Same Impact as Approved Project	Less Impact than Approved Project
Would the project:					
c) Be located on a geologic unit or soil that is unstable, or that will become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☐	☒	☐
d) Be located on expansive soil, as defined in the current California Building Code, creating substantial direct or indirect risks to life or property?	☐	☐	☐	☒	☐
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒	☐
f) Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?	☐	☐	☐	☒	☐

4.5.2.1 *Findings of the PHDSP FEIR*

Seismic Ground Shaking, Liquefaction, and Landslides

There are no known active faults within the PHDSP area, nor would there be slope stability hazard impacts due to the topography of the site; therefore, the PHDSP FEIR concluded that no rupture of a known earthquake fault and landslide impact would occur. These issues were not discussed further.

The project site is located within a seismically active region and could experience intense ground shaking in the event of a large earthquake. The project would be built in accordance with the latest CBC requirements which would reduce the seismic-related impacts; therefore, implementation of the PHDSP was found to have a less than significant impact on seismic ground shaking and related effects.

Soil Erosion and Loss of Topsoil

The PHDSP FEIR concluded that project compliance with City-required standard grading and construction-period erosion control techniques, consistent with Best Management Practices (BMPs) in the California Stormwater Quality Association (CASQA) Stormwater Best Management Practice Handbook, would have a less than significant impact on erosion and loss of topsoil.

Ground Instability

All projects within the PHDSP area may encounter possible ground instability conditions. Determination of differential settlement, liquefaction, lateral spreading, and subsidence potential in the PHDSP area would require site-specific geotechnical studies for future individual development proposals. Therefore, the PHDSP FEIR found that impacts related to ground instability would be significant. The following mitigation measure was included in the PHDSP to reduce impacts related to ground instability.

Mitigation Measure 8-3: Subject to City review and approval, complete and implement the geotechnical mitigation recommendations identified in the required individual project and site-specific geotechnical investigations and engineering studies for site-specific proposals, in coordination with City grading permit and building permit performance standards. Such recommendations shall address design- and construction-level details regarding engineering issues and solutions such as the type of building foundation, the extent of subsurface excavation, the details of retaining structures, and any need for subsurface water extraction.

The PHDSP FEIR concluded that implementation of Mitigation Measure 8-3 would reduce impacts related to ground instability to a less than significant level.

Septic Tanks

The PHDSP area is served by a comprehensive, integrated wastewater collection, treatment, and disposal system. Neither septic tank systems nor alternative wastewater disposal systems are required or proposed under the PHDSP; therefore, the PHDSP FEIR concluded there would be no impact and this issue is not discussed further.

Paleontological Resources

While there are no records of recorded fossil sites within the area, future development proposed under the PHDSP could disturb unknown paleontological resources during ground-disturbing activities which would result in a significant impact. The following mitigation was included in the PHDSP FEIR to reduce impacts to undiscovered paleontological resources.

Mitigation Measure 8-4: For all public improvement and private development projects in the Patrick Henry Drive Specific Plan Area, the following measures shall be implemented:

(1) Education Program. Project applicants shall implement a program that includes the following elements:

- Resource identification training procedures for construction personnel, conducted by a paleontologist who meets the Secretary of the Interior's Professional Qualifications Standards;

- Spot-checks and monitoring by a qualified paleontologist of all excavations deeper than seven feet below ground surface; and

- Procedures for reporting discoveries and their geologic context.

(2) *Procedures for Resources Encountered.* If subsurface paleontological resources are encountered, excavation shall halt within a buffer area of at least 50 feet around the find, where construction activities will not be allowed to continue until the project paleontologist evaluates the resource and its stratigraphic context. Work shall be allowed to continue outside the buffer area; however, the paleontologist shall be empowered to temporarily halt or redirect construction activities to ensure avoidance of adverse impacts to paleontological resources. During monitoring, if potentially significant paleontological resources are found, "standard" samples shall be collected and processed by a qualified paleontologist to recover micro vertebrate fossils. If significant fossils are found and collected, they shall be prepared to a reasonable point of identification. Excess sediment or matrix shall be removed from the specimens to reduce the bulk and cost of storage.

Itemized catalogs of material collected and identified shall be provided to a local museum repository with the specimens. Significant fossils collected during this work, along with the itemized inventory of these specimens, shall be deposited in a local museum repository for permanent curatorship and storage. A report documenting the results of the monitoring and salvage activities, and the significance of the fossils, if any, shall be prepared. The report and inventory, when submitted to the City, shall signify the completion of the program to mitigate impacts on paleontological resources.

The PHDSP FEIR concluded that with implementation of Mitigation Measure 8-4, the project would have a less than significant impact on paleontological resources.

4.5.2.2 *Impacts Resulting from the Proposed Project*

a) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault; strong seismic ground shaking; seismic-related ground failure, including liquefaction; or landslides?

As mentioned above, the project site is located within a seismically active region and could experience intense ground shaking in the event of a large earthquake. Based on the site-specific Geotechnical Investigation prepared for the site, the soils on-site have moderate expansion potential. The potential for lateral spreading on-site is low.

The Geotechnical Investigation makes specific recommendations regarding site preparation and grading, lime treatment, trench backfill, mat slab foundation, floors and floor slabs, concrete pavement, seismic design criteria, etc. Since the project site is located within a liquefaction zone, the Geotechnical Investigation concluded that the proposed project could be supported on a mat slab foundation and be designed to withstand 1.25 inches of settlement from liquefaction and 0.75 inches of differential settlement. If the mat cannot be designed for the anticipated settlements, the building can be supported on deep foundations or a mat foundation over ground improvement. Because the project is located on a site with expansive soils, the Geotechnical Investigation recommends that the mat foundation be embedded at least 30 feet beneath the adjacent exterior grade and exterior concrete should be underlain by at least eight inches of select fill. Furthermore, the site-specific Geotechnical Investigation shall be reviewed and approved by the City of Santa Clara's Building Division as part of the building permit review and issuance process to confirm the findings of the report and consistency of the project plans with the recommendations. The building shall meet the requirements of applicable Building and Fire Codes, including the latest CBC, as adopted or updated by the City.

By designing the building in conformance with the recommendations of the site-specific Geotechnical Investigation (per Mitigation Measure 8-3), the proposed project would not exacerbate existing geological hazards on-site such that it would impact (or worsen) off-site geological and soil conditions. As a result, the project would not result in any new impacts or substantially increase the severity of the previously identified geological hazards impact. **[Same Impact as Approved Project (Less Than Significant Impact)]**

b) Would the project result in substantial soil erosion or the loss of topsoil?

The project would not include any substantial excavations (except for trenching for utilities) since no below-grade parking is proposed. Any ground disturbance would, however, expose soils and increase the potential for wind or water-related erosion and sedimentation until project construction is complete. Consistent with the PHDSP FEIR, the project would be required to comply with the City's standard grading and construction-period erosion control techniques to reduce

erosion and sedimentation impacts to a less than significant level. Implementation of the project would not result in any new impacts or substantially increase the severity of the previously identified erosion impacts from construction. **[Same Impact as Approved Project (Less Than Significant Impact)]**

c) Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

The project site is relatively flat; therefore, the potential for landslides and lateral spreading is low. As discussed under checklist question a, due to the potential liquefaction settlement and expansive clay, the site-specific Geotechnical Investigation recommended that the project be supported on a mat slab foundation and be designed to withstand liquefaction and differential settlements. Consistent with Mitigation Measure 8-3, the project shall be required to implement the recommendations from the site-specific Geotechnical Investigation which will be subject to City review and approval. With implementation of Mitigation Measure 8-3 from the PHDSP FEIR, impacts related to ground instability would be reduced to a less than significant level. The project would not result in any new impacts or substantially increase the severity of the previously identified impacts related to ground instability. **[Same Impact as Approved Project (Less Than Significant Impact with Mitigation Incorporated)]**

d) Would the project be located on expansive soil, as defined in the current California Building Code, creating substantial direct or indirect risks to life or property?

The soils on-site have moderate expansion potential. As mentioned under checklist questions a and c, the project would be required to implement the recommendations identified in the site-specific Geotechnical Investigation. Therefore, the project would not create substantial direct or indirect risks to life or property. With implementation of Mitigation Measure 8-3 from the PHDSP FEIR, impacts related to expansive soils would be reduced to a less than significant level. The project would not result in any new impacts or substantially increase the severity of the previously identified impacts related to expansive soils. **[Same Impact as Approved Project (Less Than Significant Impact with Mitigation Incorporated)]**

e) Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

The project would not result in any new impacts or substantially increase the severity of the previously identified impacts to wastewater disposal systems. **[Same Impact as Approved Project (No Impact)]**

f) Would the project directly or indirectly destroy a unique paleontological resource or site or unique geological feature?

While the project would not include substantial excavation, except for trenching for utilities, the project would be required to comply with Mitigation Measure 8-4 which includes implementation of an education program and stopping work if paleontological resources are encountered. Therefore, the project would not result in any new impacts or substantially increase the severity of the previously identified impacts to paleontological resources. **[Same Impact as Approved Project (Less than Significant Impact with Mitigation Incorporated)]**

4.5.3 Non-CEQA Effects

Per *California Building Industry Association v. Bay Area Air Quality Management District*, 62 Cal. 4th 369 (BIA v. BAAQMD), effects of the environment on the project are not considered CEQA impacts. The following discussion is included for informational purposes only because the City has policies that address existing geology and soils conditions affecting a proposed project.

General Plan Policy 5.10.5-P6 requires new development be designed to meet current safety standards and implement appropriate building code to reduce risks associated with geologic conditions. In addition, General Plan Policy 5.10.5-P7 requires implementation of all recommendations and design solutions identified in project soils reports to reduce potential adverse effects associated with unstable soils or seismic hazards.

As mentioned previously, a site-specific Geotechnical Investigation has been prepared for the site which will require approval from the City of Santa Clara's Building Division (refer to Mitigation Measure 8-3). In addition, the project would be required to adhere to the latest CBC requirements to ensure that future site residents would not be endangered by hazardous site conditions. Therefore, the project would comply with General Plan Policies 5.10.5-P6 and 5.10.5-P7.

4.6 Hazards and Hazardous Materials

The information in this section is based upon a Phase I Environmental Site Assessment (ESA) prepared by Partner Engineering and Science, Inc. (PES) in September 2019 and a Phase II ESA prepared by ENGEO, Inc. (ENGEO) in October 2022 and updated in March 2024. These reports are included in Appendices E and F of this document.

4.6.1 Environmental Setting

4.6.1.1 *Regulatory Framework*

Overview

The storage, use, generation, transport, and disposal of hazardous materials and waste are highly regulated under federal and state laws. In California, the EPA has granted most enforcement authority over federal hazardous materials regulations to the California Environmental Protection Agency (CalEPA). In turn, local agencies have been granted responsibility for implementation and enforcement of many hazardous materials regulations under the Certified Unified Program Agency (CUPA) program.

Worker health and safety and public safety are key issues when dealing with hazardous materials. Proper handling and disposal of hazardous material is vital if it is disturbed during project construction. Cal/OSHA enforces state worker health and safety regulations related to construction activities. Regulations include exposure limits, requirements for protective clothing, and training requirements to prevent exposure to hazardous materials. Cal/OSHA also enforces occupational health and safety regulations specific to lead and asbestos investigations and abatement.

Federal and State

<u>Federal Aviation Regulations Part 77</u>

Federal Aviation Regulations, Part 77 Objects Affecting Navigable Airspace (FAR Part 77) sets forth standards and review requirements for protecting the airspace for safe aircraft operation, particularly by restricting the height of potential structures and minimizing other potential hazards (such as reflective surfaces, flashing lights, and electronic interference) to aircraft in flight. These regulations require that the Federal Aviation Administration (FAA) be notified of certain proposed construction projects located within an extended zone defined by an imaginary slope radiating outward for several miles from an airport's runways, or which would otherwise stand at least 200 feet in height above the ground.

Comprehensive Environmental Response, Compensation, and Liability Act

The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), commonly known as Superfund, was enacted by Congress on December 11, 1980. This law created a tax on the chemical and petroleum industries and provided broad federal authority to respond directly to releases or threatened releases of hazardous substances that may endanger public health or the environment. Over five years, $1.6 billion was collected and the tax went to a trust fund for cleaning up abandoned or uncontrolled hazardous waste sites. CERCLA accomplished the following objectives:

- Established prohibitions and requirements concerning closed and abandoned hazardous waste sites;
- Provided for liability of persons responsible for releases of hazardous waste at these sites; and
- Established a trust fund to provide for cleanup when no responsible party could be identified.

The law authorizes two kinds of response actions:

- Short-term removals, where actions may be taken to address releases or threatened releases requiring prompt response; and
- Long-term remedial response actions that permanently and significantly reduce the dangers associated with releases of threats of releases of hazardous substances that are serious, but not immediately life-threatening. These actions can be completed only at sites listed on the EPA's National Priorities List.

CERCLA also enabled the revision of the National Contingency Plan (NCP). The NCP provided the guidelines and procedures needed to respond to releases and threatened releases of hazardous substances, pollutants, or contaminants. The NCP also established the National Priorities List. CERCLA was amended by the Superfund Amendments and Reauthorization Act on October 17, 1986.[21]

Resource Conservation and Recovery Act

The Resource Conservation and Recovery Act (RCRA), enacted in 1976, is the principal federal law in the United States governing the disposal of solid waste and hazardous waste. RCRA gives the EPA the authority to control hazardous waste from the "cradle to the grave." This includes the generation, transportation, treatment, storage, and disposal of hazardous waste. RCRA also sets forth a framework for the management of non-hazardous solid wastes.

[21] United States Environmental Protection Agency. "Superfund: CERCLA Overview." Accessed January 11, 2024. https://www.epa.gov/superfund/superfund-cercla-overview.

The Federal Hazardous and Solid Waste Amendments (HSWA) are the 1984 amendments to RCRA that focused on waste minimization, phasing out land disposal of hazardous waste, and corrective action for releases. Some of the other mandates of this law include increased enforcement authority for the EPA, more stringent hazardous waste management standards, and a comprehensive underground storage tank program.[22]

Government Code Section 65962.5

Section 65962.5 of the Government Code requires CalEPA to develop and update a list of hazardous waste and substances sites, known as the Cortese List. The Cortese List is used by state and local agencies and developers to comply with CEQA requirements.

The Cortese List includes hazardous substance release sites identified by the Department of Toxic Substances Control (DTSC) and State Water Resources Control Board (SWRCB).[23]

Toxic Substances Control Act

The Toxic Substances Control Act (TSCA) of 1976 provides the EPA with authority to require reporting, record-keeping and testing requirements, and restrictions relating to chemical substances and/or mixtures. Certain substances are generally excluded from TSCA, including, among others, food, drugs, cosmetics, and pesticides. The TSCA addresses the production, importation, use, and disposal of specific chemicals including polychlorinated biphenyls (PCBs), asbestos, radon, and lead-based paint (LBP).

California Accidental Release Prevention Program

The California Accidental Release Prevention (CalARP) Program aims to prevent accidental releases of regulated hazardous materials that represent a potential hazard beyond the boundaries of a property. Facilities that are required to participate in the CalARP Program use or store specified quantities of toxic and flammable substances (hazardous materials) that can have off-site consequences if accidentally released. The Santa Clara Fire Department (SCFD) Community Risk Reduction Division implements the CalARP Program within the City.

Regional and Local

City of Santa Clara 2010-2035 General Plan

General Plan policies applicable to hazards and hazardous materials include, but are not limited to, those listed below.

[22] United States Environmental Protection Agency. "Summary of the Resource Conservation and Recovery Act." Accessed January 11, 2024. https://www.epa.gov/laws-regulations/summary-resource-conservation-and-recovery-act.
[23] California Environmental Protection Agency. "Cortese List Data Resources." Accessed January 11, 2024. https://calepa.ca.gov/sitecleanup/corteselist/.

Policies	Description
5.10.5-P22	Regulate development on sites with known or suspected contamination of soil and/or groundwater to ensure that construction workers, the public, future occupants and the environment are adequately protected from hazards associated with contamination, in accordance with applicable regulations.
5.10.5-P23	Require appropriate clean-up and remediation of contaminated sites.
5.10.5-P24	Protect City residents from the risks inherent in the transport, distribution, use and storage of hazardous materials

Santa Clara Emergency Operations Plan

In June 2016, the City of Santa Clara adopted an Emergency Operations Plan (EOP) to address the planned response of the City of Santa Clara to emergency situations associated with natural disasters and technological incidents, as well as chemical, biological, radiological, nuclear and explosive emergencies. The EOP establishes the emergency organization, assign tasks, specifies policies and general procedures, and provides for coordination of planning efforts for emergency events such as earthquake, flooding, dam failure, and hazardous materials responses.

4.6.1.2 *Existing Conditions*

The approximately 2.79-acre project site is currently developed with a one-story light industrial building (approximately 42,821 square feet) and associated surface parking. Based on the Phase I ESA, groundwater in the vicinity of the site was estimated to range from 5.5 to 14 feet bgs. Groundwater levels fluctuate seasonally depending on variables including variations in rainfall, irrigation, and groundwater pumping. Groundwater in the project area flows in the north and northeast direction.

History of Project Site

A land use history of the project site has been compiled based on a review of historical sources including Sanborn Fire Insurance Maps, topographic maps, aerial photographs, City directory listings, and prior environmental documents. The site was undeveloped from at least 1889 until construction of the existing building in 1990, but was used for grassland farming from at least the 1930s until the 1970s. The building was previously occupied by two tenants [California Eastern Laboratories (CEL) and Benvenue Medical, Inc. (Benvenue)] and there have been no significant changes to the property since the building was constructed.

On-site Sources of Contamination

Phase I Environmental Site Assessment

The project site is listed on the Resource Conservation and Recovery Act-Large Quantity Generator (RCRA-LQG), California Environmental Reporting System (CERS), CERS Hazardous Waste, Certified

Unified Program Agency (CUPA), Hazardous Waste Information System (HAZNET), RCRA Non-Generator/No Longer Regulated (NonGen/NLR) databases.[24]

CEL is listed in the RCRA-LQG database as a large quantity generator and in the CERS, CERS Hazardous Waste, CUPA databases as a facility that generate hazardous wastes. CEL is also listed in the HAZNET database for off-site disposal of waste and aged laboratory chemicals, organic solids, acidic and alkaline solutions, and unspecified aqueous solutions from 1994 to 2010 and in 2012.

Benvenue is listed in the RCRA NonGen/NLR database as a non-generator of hazardous waste as of 2018.

Phase II Environmental Site Assessment

A Phase II ESA was prepared to analyze potential impacts from former on-site and off-site activities. Soil, soil gas, and groundwater samples were collected from the project site and compared to the San Francisco Bay RWQCB Environmental Screening Levels (ESLs) for residential use.

Based on the results of the soil samples, various total petroleum hydrocarbon (TPH) analytes, volatile organic compounds (VOCs), metals, and organochlorine pesticides (OCPs) were detected in the soil samples above laboratory reporting limits, however, none of the soil samples exceeded their respective ESLs.

Trichloroethylene (TCE) was the only VOC detected in one groundwater sample. While TCE was detected, it was found to not exceed its respective ESL based on Maximum Concentration Limit (MCL) Priority and vapor intrusion.

Based on the results of the soil gas samples, benzene, naphthalene, chloroform, ethylbenzene, tetrachloroethylene (PCE), and TCE were found exceeding their respective residential ESLs using U.S. EPA's attenuation factor of 0.03.[25] In addition, oxygen was detected at concentrations ranging from 13 to 20 percent in the samples. Per the Phase II ESA, the oxygen detected would suggest that there is a potential bioattenuation zone, an area of soil with conditions that support biodegradation of petroleum hydrocarbon vapors that might be present beneath a site.

Off-site Sources of Contamination

Within a 0.25-mile radius of the project site, nine off-site facilities were identified. None of these off-site facilities were determined to represent a significant environmental concern for the project site because 1) the site has received a case closure by the regulatory agency, 2) the direction of

[24] The Phase I ESA also identified the site as being in the RCRA NonGen/NLR and HAZNET databases for off-site disposal of organic and inorganic solids, empty containers, alkaline solutions, and an aqueous solution with metals in 2012, however, this listing may be associated with Pacific Gas and Electric Company (PG&E) historical gas line testing in the site vicinity. It was mentioned that PG&E was not a tenant of the site.

[25] The concern with VOCs in soil gas, with respect to a risk to human health, is if soil gas would enter indoor air through vapor intrusion. The screening level for soil gas is calculated based on a ratio of the acceptable indoor air concentration to the soil gas concentration, also referred to as an attenuation factor.

groundwater flow, 3) the site only has soil contamination, and/or 4) the distance of the off-site facility to the project site.

4.6.1.3 *Other Hazards*

Airports

The Norman Y. Mineta San José International Airport is located approximately 3.0 miles southeast of the project site. The project site is not located within the Airport Influence Area (AIA) or the airport safety zone of the Norman Y. Mineta San José International Airport, as defined by the Comprehensive Land Use Plan (CLUP).[26]

Wildland Fires

The proposed project is located in an urbanized area that is not subject to wildland fires.

4.6.2 Impact Discussion

	New Potentially Significant Impact	New Less than Significant with Mitigation Incorporated	New Less than Significant Impact	Same Impact as Approved Project	Less Impact than Approved Project
Would the project:					
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☐	☒	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☒	☐	☐	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒	☐

[26] Walter B. Windus, PE. Aviation Consultant. "Comprehensive Land Use Plan: Norman Y. Mineta San José International Airport." May 2011. Accessed January 25, 2024. https://www.sccgov.org/sites/dpd/DocsForms/Documents/ALUC_SJC_CLUP.pdf.

	New Potentially Significant Impact	New Less than Significant with Mitigation Incorporated	New Less than Significant Impact	Same Impact as Approved Project	Less Impact than Approved Project
Would the project:					
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, will it create a significant hazard to the public or the environment?	☐	☐	☐	☒	☐
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☐	☒	☐
f) Impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒	☐
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☐	☒	☐

4.6.2.1 *Findings of the PHDSP FEIR*

Hazardous Materials Transport, Use, Storage, and Disposal

Construction and operation of the PHDSP could involve the transport, use, storage, or disposal of common hazardous substances, however, compliance with applicable federal, state, and local handling, storage, and disposal requirements would ensure significant hazards to the public or the environment created by the routine transport, use, or disposal of hazardous materials would be avoided. With implementation of local, state, and federal regulations, the PHDSP was found to have a less than significant impact from the use, transport, storage, and disposal of chemicals.

Existing Hazardous Materials Contamination

Based on the PHDSP FEIR, there is potential that the construction of new developments within the PHDSP could encounter contamination and expose the public or the environment to the accidental release of hazardous materials. The PHDSP FEIR concluded that compliance with the existing applicable state-level and regional mandated site assessment, remediation, removal, and disposal requirements for soil, surface water, and/or groundwater contamination would prevent the

potential exposure of existing hazardous materials and further existing contamination. Compliance with established requirements would prevent exacerbation of existing contamination or accidental release, and ensure that impacts associated with potential soil and surface/groundwater contamination would be reduced to a less than significant level.

Asbestos and Polychlorinated Biphenyls

Given the age of the buildings in the PHDSP area, the PHDSP FEIR concluded that the existing buildings and transformers would likely contain asbestos and/or PCBs. Remediation of asbestos and PCB paint must be in accordance with national regulatory guidelines, CalOSHA standards, and City requirements. Implementation of City, County, regional, and state-mandated requirements would result in a less than significant impact associated with asbestos-containing materials and PCBs.

Lead-Based Paint

LBP that is split into thin layers or chipped from surfaces could release airborne particles during alternation, renovation, or demolition of existing structures within the PHDSP area. If LBP is present, each site-specific project would be required to comply with CalOSHA regulations. With implementation of the CalOSHA regulations, the PHDSP was found to have a less than significant impact associated with LBP.

Schools

While there are existing schools located within 0.25 miles of the PHDSP area, the land uses permitted under the PHDSP are not expected to involve the routine transport, use, storage, or disposal of hazardous materials to that extent that a significant public or environmental hazard would occur. While future construction under the PHDSP would likely involve the intermittent transport, use, storage, and disposal of potentially hazardous materials, including fuels and lubricants, paints, solvents, and other materials commonly used in construction and maintenance, these projects would be required to comply with applicable local, state, and federal regulations. The PHDSP FEIR concluded that the potential for hazardous material impacts on schools would be less than significant.

Government Code Section 65962.5

No sites within the PHDSP area are listed on a list of hazardous materials sites pursuant to Government Code Section 65962.5; therefore, the PHDSP FEIR concluded impacts would be less than significant.

Airport Safety

The PHDSP is not within two miles of an airport, but 12 acres of the eastern section of the PHDSP area (northeast of Old Ironsides Drive and Patrick Henry Drive) is within the AIA for the Norman Y. Mineta San José International Airport. Projects proposed in the PHDSP area that are within the AIA would need to be referred to the ALUC for consistency review with the Norman Y. Mineta San José

International Airport. The PHDSP FEIR concluded that compliance with the Norman Y. Mineta San José International Airport CLUP development standards would reduce aircraft hazard impacts for people residing or working in the area to a less than significant level.

Emergency Operation Plans

Impacts to EOPs would be the same on all project sites within the PHDSP area given that the projects would be required to comply with the plans and policies identified in the City's EOP. The PHDSP FEIR found impacts to EOPs to be less than significant.

Wildfire Hazards

The PHDSP FEIR found no impacts related to wildlife hazards since the PHDSP area is not within a Very High Fire Hazard Severity Zone and there is no terrain or vegetation within the plan area that would be conducive to wildfires. For these reasons, the PHDSP FEIR concluded that no impacts related to wildfire hazards would occur.

4.6.2.2 *Impacts Resulting from the Proposed Project*

a) Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Construction

The proposed project would demolish the existing building on-site and construct an eight-story residential building with up to 284 dwelling units. Any hazardous materials present on-site would be properly disposed of during project construction. Consistent with the PHDSP FEIR, the project would be required to comply with all applicable federal, state, and local handling, storage, and disposal requirements to ensure that construction workers and/or nearby residents would not be exposed to hazardous materials. Therefore, the project would not result in any new impacts or substantially increase the severity of the previously identified hazardous impact through the routine transport, use, or disposal of hazardous materials during project construction. **[Same Impact as Approved Project (Less Than Significant Impact)]**

Operation

While the project would likely include the use and storage of cleaning supplies and maintenance chemicals in small quantities, the small quantities of cleaning supplies and maintenance chemicals used on-site would not pose a risk to adjacent land uses. Based on the proposed use of the site, the proposed project would not create a significant hazard to the public or environment from the use, transport, or storage of these chemicals. Furthermore, the project would be required to comply with local, state, and federal regulations related to handling, storage, and disposal of hazardous materials during project operation. Therefore, the project would not result in any new impacts or substantially increase the severity of the previously identified hazardous impact through the routine

transport, use, or disposal of hazardous materials during project operation. **[Same Impact as Approved Project (Less Than Significant Impact)]**

b) Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

While no on-site or off-site sources of contamination were identified in the Phase I ESA, benzene, naphthalene, chloroform, ethylbenzene, PCE, and TCE were found exceeding their respective residential ESLs for soil gas as discussed in the Phase II ESA. The building was constructed in 1990 and would not contain any asbestos, PCBs, or LBP materials.

Impact HAZ-1: Construction of the project could expose construction workers to benzene, naphthalene, chloroform, ethylbenzene, tetrachloroethylene (PCE), and trichloroethylene (TCE) which were found to exceed the San Francisco Bay Regional Water Quality Control Board (RWQCB) Soil Gas Vapor Intrusion Human Health Risk Levels.

Mitigation Measure

MM HAZ-1.1: Prior to issuance of any grading permit, the project applicant shall obtain regulatory oversight from the Department of Toxic Substances Control (DTSC) or the Santa Clara County Department of Environmental Health (SCCDEH) under their Site Cleanup Program. A Site Management Plan (SMP), Removal Action Plan (RAP), or equivalent document shall be prepared under regulatory oversight and approval by a qualified environmental consultant that identifies remedial measures and/or soil management practices to ensure construction worker safety. The plan and evidence of regulatory oversight shall be provided to the Director of Community Development.

Implementation of Mitigation Measure HAZ-1.1 would reduce the risk of construction workers exposure to VOCs. Therefore, the project would not result in any new impacts or substantially increase the severity of the previously identified hazardous impact involving the release of hazardous materials into the environment. **[New Less Than Significant Impact with Mitigation Incorporated (Less Than Significant Impact)]**

c) Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

The nearest school to the project site is Fairwood Explorer Elementary School, approximately 915 feet west of the site. As mentioned under checklist question a, the project would likely include the use and storage of cleaning supplies and maintenance chemicals in small quantities. The project would not use or store hazardous materials in sufficient quantities to pose a health risk to any

nearby school. Consistent with the PHDSP FEIR, the project would be required to comply with applicable local, state, and federal regulations when handling hazardous materials, substances, or waste. Therefore, the project would not result in any new impacts or substantially increase the severity of the previously identified hazardous impact to any nearby school. **[Same Impact as Approved Project (Less Than Significant Impact)]**

d) Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

As mentioned previously, there are no sites within the PHDSP area on any list of hazardous materials sites pursuant to Government Code Section 65962.5. Therefore, implementation of the project would not result in any new impacts or substantially increase the severity of the previously identified hazardous materials impact to the public and/or environment. **[Same Impact as Approved Project (Less Than Significant Impact)]**

e) If located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

The Norman Y. Mineta San José International Airport is located approximately 3.0 miles southeast of the project site and is located outside the Norman Y. Mineta San José International Airport CLUP-defined safety zone and the AIA.

FAR Part 77 sets forth standards and review requirements for the protection of airspace for safe aircraft operation, particularly by restricting the height of potential structures and minimizing reflective surfaces, flashing lights, electronic interference, and other potential hazards to aircraft in flight. Per the PHDSP FEIR, any structures that would exceed 150 feet to 170 feet above ground are required under FAR Part 77 to be submitted to the FAA for review. The proposed building would be up to 86 feet tall to the top of the parapet. Therefore, the proposed project would not be considered an aircraft hazard, and the project would not result in a substantial safety hazard for people residing or working at the project site. Implementation of the project would not result in any new impacts or substantially increase the severity of the previously identified safety hazard impact. **[Same Impact as Approved Project (Less Than Significant Impact)]**

f) Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

The project would be constructed in accordance with current building and fire codes and would be required to be maintained in accordance with applicable City policies identified in the General Plan to avoid unsafe building conditions. Consistent with the PHDSP FEIR, the project would be required to comply with the plans and policies identified in the City's EOP. Therefore, the proposed project

would not impair implementation of or physically interfere with the City's emergency operations. Implementation of the project would not result in any new impacts or substantially increase the severity of the previously identified impact related to emergency response plans. **[Same Impact as Approved Project (Less Than Significant Impact)]**

g) Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?

The project site is located in an urbanized area of the City and is not located in an area adjacent to any wildland area. Therefore, implementation of the project would not result in any new impacts or substantially increase the severity of the previously identified impact related to wildland fires. **[Same Impact as Approved Project (No Impact)]**

4.6.3 Non-CEQA Effects

Per *California Building Industry Association v. Bay Area Air Quality Management District*, 62 Cal. 4th 369 (BIA v. BAAQMD), effects of the environment on the project are not considered CEQA impacts. The following discussion is included for informational purposes only because the City has policies that address existing hazards and hazardous materials conditions affecting a proposed project.

General Plan Policy 5.10.5-P22 requires development on sites with known or suspected contamination of soil and/or groundwater to be regulated to ensure that construction workers, the public, future occupants and the environment are adequately protected from hazards associated with contamination, in accordance with applicable regulations. In addition, General Plan Policy 5.10.5- P23 requires appropriate clean-up and remediation of contaminated sites.

As discussed under checklist question b, the Phase II ESA found benzene, naphthalene, chloroform, ethylbenzene, PCE, and TCE exceeding their respective residential ESLs for soil gas. The project would be required to implement Mitigation Measure HAZ-1.1 to ensure that construction workers would not be exposed to soil gas. Future residents of the site could be exposed to vapor intrusion; therefore, the project would be required to implement the following Condition of Approval.

Condition of Approval:

- As part of the project's Site Management Plan (SMP), Removal Action Plan (RAP), or equivalent document, the project applicant shall design and install a vapor intrusion mitigation system (VIMS) consistent with design specifications by equipment manufacturers, local permit conditions and regulations, and relevant industry standards to ensure that future residents would not be exposed to volatile organic compounds. The VIMS design package shall be submitted to the Department of Toxic Substances Control (DTSC) or the Santa Clara County Department of Environmental Health (SCCDEH) for review and approval prior to the issuance of building permits. The approved VIMS shall be included on all building permit documents. In addition, the project applicant shall prepare an Operation,

Maintenance, and Monitoring (OM&M) plan which shall also include a contingency plan in the event that the VIMS is not working as designed.

4.7 Hydrology and Water Quality

4.7.1 Environmental Setting

4.7.1.1 *Regulatory Framework*

Federal and State

The federal Clean Water Act and California's Porter-Cologne Water Quality Control Act are the primary laws related to water quality in California. Regulations set forth by the EPA and the SWRCB have been developed to fulfill the requirements of this legislation. EPA regulations include the NPDES permit program, which controls sources that discharge pollutants into the waters of the United States (e.g., streams, lakes, bays, etc.). These regulations are implemented at the regional level by the RWQCBs. The plan area is within the jurisdiction of the San Francisco Bay RWQCB.

Under Section 303(d) of the federal Clean Water Act, the SWRCB and RWQCBs are required to identify impaired surface water bodies that do not meet water quality standards and develop total maximum daily loads (TMDLs) for contaminants of concern. The list of the state's identified impaired surface water bodies, known as the "303(d) list" can be found on the on the RWQCB's website.[27]

National Flood Insurance Program

The Federal Emergency Management Agency (FEMA) established the National Flood Insurance Program (NFIP) to reduce impacts of flooding on private and public properties. The program provides subsidized flood insurance to communities that comply with FEMA regulations protecting development in floodplains. As part of the program, FEMA publishes Flood Insurance Rate Maps (FIRMs) that identify Special Flood Hazard Areas (SFHAs). An SFHA is an area that would be inundated by the one-percent annual chance flood, which is also referred to as the base flood or 100-year flood.

Statewide Construction General Permit

The SWRCB has implemented an NPDES General Construction Permit for the State of California (Construction General Permit). For projects disturbing one acre or more of soil, a Notice of Intent (NOI) must be filed with the RWQCB by the project sponsor, and a SWPPP must be prepared by a qualified professional prior to commencement of construction and filed with the RWQCB by the project sponsor. The Construction General Permit includes requirements for training, inspections, record keeping, and, for projects of certain risk levels, monitoring. The general purpose of the requirements is to minimize the discharge of pollutants and to protect beneficial uses and receiving waters from the adverse effects of construction-related storm water discharges.

[27] San Francisco Regional Water Quality Control Board. "The 303(d) List of Impaired Water Bodies." Accessed January 16, 2024. https://www.waterboards.ca.gov/sanfranciscobay/water_issues/programs/TMDLs/303dlist.html.

Regional

San Francisco Bay Basin Plan

The San Francisco Bay RWQCB regulates water quality in accordance with the Water Quality Control Plan for the San Francisco Bay Basin (Basin Plan). The Basin Plan lists the beneficial uses that the San Francisco Bay RWQCB has identified for local aquifers, streams, marshes, rivers, and the San Francisco Bay, as well as the water quality objectives and criteria that must be met to protect these uses. The San Francisco Bay RWQCB implements the Basin Plan by issuing and enforcing waste discharge requirements, including permits for nonpoint sources such as the urban runoff discharged by a City's stormwater drainage system. The Basin Plan also describes watershed management programs and water quality attainment strategies.

Municipal Regional Permit Provision C.3

The San Francisco Bay RWQCB re-issued the Municipal Regional Permit (MRP) in May 2022 to regulate stormwater discharges from municipalities and local agencies (co-permittees) in Alameda, Contra Costa, San Mateo, and Santa Clara Counties, and the cities of Fairfield, Suisun City, and Vallejo.[28] Under Provision C.3 of the MRP, new and redevelopment projects that create or replace 5,000 square feet or more of impervious surface area are required to implement site design, source control, and Low Impact Development (LID)-based stormwater treatment controls to treat post-construction stormwater runoff. LID-based treatment controls are intended to maintain or restore the site's natural hydrologic functions, maximizing opportunities for infiltration and evapotranspiration, and using stormwater as a resource (e.g., rainwater harvesting for non-potable uses). The MRP also requires that stormwater treatment measures are properly installed, operated, and maintained.

In addition to water quality controls, the MRP requires new development and redevelopment projects that create or replace one acre or more of impervious surface to manage development-related increases in peak runoff flow, volume, and duration, where such hydromodification is likely to cause increased erosion, silt pollutant generation, or other impacts to local rivers, streams, and creeks. Projects may be deemed exempt from these requirements if: (1) the post-project impervious surface area is less than, or the same as, the pre-project impervious surface area; (2) the project is located in a catchment that drains to a hardened (e.g., continuously lined with concrete) engineered channel or channels or enclosed pipes, which extend continuously to the Bay, Delta, or flow-controlled reservoir, or, in a catchment that drains to channels that are tidally influenced; or (3) the project is located in a catchment or subwatershed that is highly developed (i.e., that is 70 percent or more impervious).[29]

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[28] California Regional Water Quality Control Board San Francisco Region. *Municipal Regional Stormwater NPDES Permit, Order No. R2-2022-0018, NPDES Permit No. CAS612008*. May 11, 2022

[29] The Hydromodification Applicability Maps developed the permittees under Order No. R2-2009-0074 were prepared using this standard, adjusted to 65 percent imperviousness to account for the presence of vegetation on the photographic references used to determine imperviousness. Thus, the maps for Order No. R2-2009-0074 are accepted as meeting the 70 percent requirement.

Water Resources Protection Ordinance and District Well Ordinance

Valley Water operates as the flood control agency for Santa Clara County. Their stewardship also includes creek restoration, pollution prevention efforts, and groundwater recharge. Permits for well construction and destruction work, most exploratory boring for groundwater exploration, and projects within Valley Water property or easements are required under Valley Water's Water Resources Protection Ordinance and District Well Ordinance.

2021 Groundwater Management Plan

The 2021 Groundwater Management Plan (GWMP) describes Valley Water's comprehensive groundwater management framework, including existing and potential actions to achieve basin sustainability goals and ensure continued sustainable groundwater management. The GWMP covers the Santa Clara and Llagas subbasins, which are located entirely in Santa Clara County. Valley Water manages a diverse water supply portfolio, with sources including groundwater, local surface water, imported water, and recycled water. About half of the county's water supply comes from local sources and the other half comes from imported sources. Imported water includes Valley Water's State Water Project and Central Valley contract supplies and supplies delivered by the San Francisco Public Utilities Commission (SFPUC) to cities in northern Santa Clara County. Local sources include natural groundwater recharge and surface water supplies. A small portion of the county's water supply is recycled water.

Local groundwater resources make up the foundation of the county's water supply, but they need to be augmented by the District's comprehensive water supply management activities to reliably meet the county's needs. These include the managed recharge of imported and local surface water and in-lieu groundwater recharge through the provision of treated surface water and raw water, acquisition of supplemental water supplies, and water conservation and recycling.[30]

Construction Dewatering Waste Discharge Requirements

Each of the RWQCBs regulate construction dewatering discharges to storm drains or surface waters within its Region under the NPDES program and Waste Discharge Requirements.

Dam Safety

Dam failure is the uncontrolled release of impounded water behind a dam. Flooding, earthquakes, blockages, landslides, lack of maintenance, improper operation, poor construction, vandalism, and terrorism can all cause a dam to fail. Because dam failure that results in downstream flooding may affect life and property, dam safety is regulated at both the federal and state level. Dams under the jurisdiction of the California Division of Safety of Dams are identified in California Water Code Sections 6002, 6003, and 6004 and regulations for dams and reservoirs are included in the California Code of Regulations. In accordance with the state's Dam Safety Act, dams are inspected regularly and detailed evacuation procedures have been prepared for each dam.

[30] Valley Water. *2021 Groundwater Management Plan, Santa Clara and Llagas Subbasins*. November 2021.

As part of its comprehensive dam safety program, Valley Water routinely monitors and studies the condition of each of its 10 dams. Valley Water also has its own Emergency Operations Center and a response team that inspects dams after significant earthquakes. These regulatory inspection programs reduce the potential for dam failure.

Local

City of Santa Clara 2010-2035 General Plan

General Plan policies related to hydrology and water quality that are applicable to the project are listed below.

Policies	Description
5.10.5-P11	Require that new development meet stormwater and water management requirements in conformance with state and regional regulations.
5.10.5-P13	Require that development complies with the Flood Damage Protection Code.
5.10.5-P15	Require new development to minimize paved and impervious surfaces and promote on-site Best Management Practices for infiltration and retention, including grassy swales, pervious pavement, covered retention areas, bioswales, and cisterns, to reduce urban water run-off.
5.10.5-P16	Require new development to implement erosion and sedimentation control measures to maintain an operational drainage system, preserve drainage capacity and protect water quality.
5.10.5-P17	Require that grading and other construction activities comply with the Association of Bay Area Governments' Manual of Standards for Erosion and Sediment Control Measures and with the California Stormwater Quality Association, Stormwater Best Management Practice Handbook for Construction.
5.10.5-P18	Implement the Santa Clara Valley Nonpoint Source Pollution Control Program (SCVNSPC), Santa Clara Valley Urban Runoff Pollution Prevention Program (SCVURPPP) and the Urban Runoff Management Plan (URMP).
5.10.5-P19	Limit development activities within riparian corridors to those necessary for improvement or maintenance of stream flow.
5.10.5-P20	Maintain, upgrade and replace storm drains throughout the City to reduce potential flooding.
5.10.5-P21	Require that storm drain infrastructure is adequate to serve all new development and is in place prior to occupancy.

Santa Clara City Code

Chapter 13.20, Storms Drains and Discharges, of the Santa Clara City Code is enacted for the protection of health, life, resources and property through prevention and control of unauthorized discharges into watercourses. The primary goal of this chapter is the cleanup of stormwater pollution from urban runoff that flows to creeks and channels, eventually discharging into the San Francisco Bay. The City Code also includes Flood Damage Prevention Code (Chapter 15.45) and requirements for grading and excavation permits and erosion control (Chapter 15.15).

Santa Clara Emergency Operations Plan

In June 2016, the City of Santa Clara adopted an Emergency Operations Plan (EOP) to address the planned response of the City of Santa Clara to emergency situations associated with natural disasters and technological incidents, as well as chemical, biological, radiological, nuclear and explosive emergencies. The EOP establishes the emergency organization, assign tasks, specifies policies and general procedures, and provides for coordination of planning efforts for emergency events such as earthquake, flooding, dam failure, and hazardous materials responses.

4.7.1.2 *Existing Conditions*

Storm Drainage and Water Quality

The water quality of streams, creeks, ponds, and other surface water bodies can be greatly affected by pollution carried in contaminated surface runoff. Pollutants from unidentified sources, known as nonpoint source pollutants, are washed from streets, construction sites, parking lots, and other exposed surfaces into storm drains. Stormwater from urban uses contains metals, pesticides, herbicides, and other contaminants, including oil, grease, asbestos, lead, and animal wastes. Stormwater from the project site drains into Calabazas Creek, located immediately west of the project site. Based on data from the SWRCB, Calabazas Creek is currently listed on the California 303(d) impaired waters list for diazinon.[31]

Groundwater

Groundwater on-site was estimated to range from 5.5 to 14 feet bgs.[32] Groundwater in the project area flows in the north and northeast direction.

Flooding

According to the FEMA Flood Insurance Rate Maps (FIRM),[33] the project site is located in Flood Zone X. Flood Zone X is defined as "Areas of 0.2 percent annual chance flood; areas of one percent chance flood with average depths of less than one foot or with drainage areas less than one square mile; and areas protected by levees from one percent annual chance flood." Flood Zone X is not subject to a 100-year flood hazard.

[31] State Water Resources Control Board. "Impaired Water Bodies." Accessed January 26, 2024. https://www.waterboards.ca.gov/water_issues/programs/tmdl/integrated2014_2016.shtml.
[32] PES Environmental, Inc. *Phase I Environmental Site Assessment Report*. September 19, 2019.
[33] Federal Emergency Management Agency. "FEMA Flood Map Service Center." Accessed January 26, 2024. https://msc.fema.gov/portal/search?AddressQuery.

Dam Failure

As shown in Figure 4.4-1 of the City's General Plan FEIR, the project site is not located in any dam failure inundation hazard zone.[34]

Seiches, Tsunamis, and Mudflows

A seiche is the oscillation of water in an enclosed body of water such as a lake or the San Francisco Bay. There are no landlocked bodies of water nearby that would affect the site in the event of a seiche.

A tsunami is a sea wave generated by an earthquake, landslide, or other large displacement of water in the ocean. There are no bodies of water near the site that would affect the site in the event of a tsunami.

A mudflow is the rapid movement of a large mass of mud formed from loose soil and water. The project site and surrounding area are relatively flat and would not be susceptible to mudflow.

4.7.2 Impact Discussion

	New Potentially Significant Impact	New Less than Significant with Mitigation Incorporated	New Less than Significant Impact	Same Impact as Approved Project	Less Impact than Approved Project
Would the project:					
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☐	☒	☐
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☐	☒	☐
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	☐	☐	☐	☒	☐
- result in substantial erosion or siltation on- or off-site;	☐	☐	☐	☒	☐

[34] City of Santa Clara. 2010-2035 General Plan Integrated Final Environmental Impact Report. SCH# 2008092005. January 2011.

	New Potentially Significant Impact	New Less than Significant with Mitigation Incorporated	New Less than Significant Impact	Same Impact as Approved Project	Less Impact than Approved Project
Would the project:					
- substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	☐	☐	☐	☒	☐
- create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☐	☒	☐
- impede or redirect flood flows?	☐	☐	☐	☒	☐
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☐	☒	☐
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☐	☒	☐

4.7.2.1 *Findings of the PHDSP FEIR*

Construction Water Quality Impacts

All projects proposed under the PHDSP would implement site-specific and mandated measures to protect water quality, including but not limited to those measures required under the SCVURPPP. In addition, any project grading activity that would disturb more than one acre of soil would require a NOI and an NPDES permit from the San Francisco Bay RWQCB. Project owners would be required to submit a NOI to the RWQCB to be covered by the General Construction Permit prior to the beginning of construction and the General Construction Permit requires the preparation and implementation of a SWPPP. After completion of the project, the owners are required to submit a Notice of Termination to the RWQCB to indicate that construction is completed.

In addition, depending on the individual development proposals, grading permits would be required. For all grading permits, the City mandates site-specific measures to be implemented during grading to minimize construction period erosion, including a site-specific erosion and sediment control plan subject to City review and approval. The PHDSP FEIR concluded that with implementation of the required NDPES, SCVURPPP, and City construction period measures, the risk of construction period water quality impacts would be reduced to a less than significant level.

Operational Water Quality Impacts

Build out of the PHDSP FEIR could result in contaminated stormwater runoff from petroleum and other contaminants from automobiles. Per the PHDSP FEIR, all projects within the PHDSP area would be required to comply with the RWQCB and City-mandated post-construction control measures to reduce post-construction water quality impacts.

In addition, the City of Santa Clara is subject to the terms of the countywide MRP which requires each project to implement post-construction measures to prevent or control pollutants in runoff (recommended measures are included in the Stormwater C.3 Guidebook) and identify a plan to inspect and maintain these measures. As part of the standard City development process, future project applicants would be required to submit, for City review and approval, a Santa Clara "C.3" data form, which would be used to determine whether C.3 requirements apply (i.e., projects meeting or exceeding the size threshold for impervious surfaces) and to identify which site design measures, pollutant source controls, and/or stormwater treatment measures are proposed to prevent runoff pollution. The PHDSP FEIR concluded that compliance with regulatory requirements would result in a less than significant post-construction water quality impact.

Groundwater Recharge and Groundwater Management

Implementation of the PHDSP is expected to decrease the proportion of the PHDSP area that is covered with impervious surface through application of LID techniques that would increase permeable area as well as the introduction of new landscaped, open space, and park areas. The PHDSP FEIR concluded that the PHDSP would not conflict with or obstruct implementation of the 2016 GWMP because the PHDSP area is not an area designated by Valley Water for groundwater recharge. The PHDSP was found to have a less than significant impact on groundwater recharge and groundwater management.

Drainage Patterns and Flooding Risks

As described in the PHDSP FEIR, the area is already developed with buildings, surface parking, and associated landscaping. The PHDSP FEIR concluded that the existing drainage patterns would not be substantially altered because implementation of stormwater control measures as required by the MRP would reduce the volume of stormwater runoff compared to the existing hardscape surfaces.

Certain portions of the PHDSP area are located in Special Flood Hazard Areas: AH and AO. An AH and AO flood zone has a one percent or greater chance of an annual shallow flooding. Areas within the AH zone include parcels south of Patrick Henry Drive. Areas within the AO flood zone are located within the northeastern corner of the PHDSP area on Old Ironside Drive. The other parcels in the PHDSP area are in Zone X, an area with reduced flood risk due to levee.

The PHDSP FEIR determined that compliance with regulatory requirements (e.g., MRP, City of Santa Clara Flood Damage Prevention Code, City of Santa Clara Green Stormwater Infrastructure Plan)

would result in a less than significant impacts related to drainage patterns and flooding risks.

Flood Hazard, Tsunami, and Seiche Zones

The PHDSP area is not near bodies of water that would pose a hazard for a seiche or tsunami. Based on the PHDSP's location, impacts related to seiches, tsunamis, and groundwater would be the same for all future developments facilitated by the PHDSP. No further discussion of these issues was provided.

4.7.2.2 *Impacts Resulting from the Proposed Project*

a) Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

Construction Water Quality Impacts

The approximately 2.79-acre project site would disturb more than one acre of soil; therefore, the proposed project would be required to obtain a General Construction Permit. In addition, the project would be required to implement site-specific measures during grading to minimize construction period erosion as discussed in the PHDSP FEIR.

By complying with the requirements of the NPDES, SCVURPPP, and City construction period measures, construction of the proposed project would not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality. Therefore, implementation of the project would not result in any new impacts or substantially increase the severity of the previously identified water quality impact from construction. **[Same Impact as Approved Project (Less Than Significant Impact)]**

Post-Construction Impacts

Implementation of the project would decrease the amount of impervious areas from 101,480 square feet to 91,303 square feet, a net decrease of 10,177 square feet compared to the existing conditions. Since the proposed project would replace more than 5,000 square feet of impervious surfaces, the project would be required to comply with the provisions of the NPDES MRP consistent with the PHDSP FEIR. The MRP requires all post-construction stormwater runoff to be treated by numerically sized LID treatment controls, such as biotreatment facilities, unless the project is granted Special Project LID Reduction Credits, which would allow the project to implement non-LID measures for all or a portion of the site depending on the project characteristics. The project plans would be certified by engineers to ensure incorporation of appropriate and effective source control measures to meet LID requirements to prevent discharge of pollutants, reduce impervious surfaces, retain a percentage of runoff on-site for percolation, and treatment control measures to remove pollutants from runoff entering the storm drainage system.

The project proposes to treat stormwater runoff from the project site with flow-through planters, bioretention areas, and landscaping. The final stormwater control plan shall be reviewed and approved by the City at the grading permit stage. Therefore, the proposed project would not result in any new impacts or substantially increase the severity of the previously identified hydrology and water quality impacts. **[Same Impact as Approved Project (Less Than Significant Impact)]**

b) Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

Groundwater within the vicinity of the site is estimated at a depth ranging from 5.5 to 14 feet bgs. The project would not include any substantial excavations (except for trenching for utilities) since no below-grade parking is proposed. Additionally, the project is not located in an area used for groundwater recharge; therefore, the proposed project would not interfere with groundwater recharge or deplete supplies. Therefore, the proposed project would not result in any new impacts or substantially increase the severity of the previously identified groundwater recharge impacts. **[Same Impact as Approved Project (Less Than Significant Impact)]**

c) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would result in substantial erosion or siltation on- or off-site; substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site; create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or impede or redirect flood flows?

The existing and proposed square footages of pervious and impervious surfaces for the project site are shown below in Table 4.7-1.

Table 4.7-1: Pervious and Impervious Surfaces On-Site

	Existing/Pre-Construction (sq ft)	%	Project/Post-Construction (sq ft)	%	Difference (sq ft)	%
Impervious Area						
Subtotal	101,480	83	91,303	75	-10,177	
Pervious Area						
Subtotal	20,257	17	30,434	25	+10,177	
Total:	121,737	100	121,737	100		

Implementation of the project would result in 91,303 square feet of impervious areas, a net decrease of 10,177 square feet of impervious areas compared to existing conditions. The proposed project would reduce stormwater runoff from the project site. As mentioned under checklist question a, the project would be required to comply with the MRP consistent with the PHDSP FEIR and would not substantially alter the existing drainage patterns. Therefore, the project would not substantially increase erosion or increase the rate or amount of stormwater runoff. The proposed project would not result in any new impacts or substantially increase the severity of the previously identified drainage impacts. **[Same Impact as Approved Project (Less Than Significant Impact)]**

d) Would the project risk release of pollutants due to project inundation in flood hazard, tsunami, or seiche zones?

Due to the location of the project site, the project would not be subject to inundation by a seiche or tsunami. In addition, the project area is flat and there are no mountains in proximity; therefore, development of the project site would not cause mudflows that would impact adjacent properties. As mentioned previously, the project site is located in Zone X, an area that is not subject to a 100-year flood hazard, and the project site is not located in a dam failure inundation hazard zone. Therefore, the project would not release pollutants due to dam, seiche, or tsunami inundation. Implementation of the proposed project would not result in any new impacts or substantially increase the severity of the previously identified impacts due to dam, seiche, or tsunami inundation. **[Same Impact as Approved Project (Less Than Significant Impact)]**

e) Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

As discussed under checklist question a, the project would be required to comply with the MRP, SCVURPPP, and City construction period measures. The project would not include any substantial excavations since below-grade parking is not proposed; therefore, the project would not interfere with groundwater recharge or deplete groundwater supplies. For these reasons, implementation of the project would not conflict with, or obstruct implementation of, any water quality control plan or sustainable groundwater management plan. The proposed project would not result in any new impacts or substantially increase the severity of the previously identified impacts related to groundwater management plans. **[Same Impact as Approved Project (Less Than Significant Impact)]**

4.8 Noise and Vibration

The following discussion is based on a Noise and Vibration Assessment prepared by I&R in November 2023. A copy of this report is included as Appendix G of this document.

4.8.1 Environmental Setting

4.8.1.1 *Background Information*

Noise

Factors that influence sound as it is perceived by the human ear, include the actual level of sound, period of exposure, frequencies involved, and fluctuation in the noise level during exposure. Noise is measured on a decibel scale, which serves as an index of loudness. The zero on the decibel scale is based on the lowest sound level that the healthy, unimpaired human ear can detect. Each 10 decibel increase in sound level is perceived as approximately a doubling of loudness. Because the human ear cannot hear all pitches or frequencies, sound levels are frequently adjusted or weighted to correspond to human hearing. This adjusted unit is known as the A-weighted decibel, or dBA.

Since excessive noise levels can adversely affect human activities and human health, federal, state, and local governmental agencies have set forth criteria or planning goals to minimize or avoid these effects. Noise guidelines are generally expressed using one of several noise averaging methods, including L_{eq}, DNL, or CNEL.[35] These descriptors are used to measure a location's overall noise exposure, given that there are times when noise levels are higher (e.g., when a jet is taking off from an airport or when a leaf blower is operating) and times when noise levels are lower (e.g., during lulls in traffic flows on freeways or in the middle of the night). L_{max} is the maximum A-weighted noise level during a measurement period.

Vibration

Ground vibration consists of rapidly fluctuating motions or waves with an average motion of zero. Vibration amplitude can be quantified using Peak Particle Velocity (PPV), which is defined as the maximum instantaneous positive or negative peak of the vibration wave. PPV has been routinely used to measure and assess ground-borne construction vibration. Studies have shown that the threshold of perception for average persons is in the range of 0.008 to 0.012 inches/second (in/sec) peak particle velocity (PPV).

[35] L_{eq} is a measurement of average energy level intensity of noise over a given period of time. Day-Night Level (DNL) is a 24-hour average of noise levels, with a 10 dB penalty applied to noise occurring between 10:00 PM and 7:00 AM. Community Noise Equivalent Level (CNEL) includes an additional five dB applied to noise occurring between 7:00 PM and 10:00 PM. Where traffic noise predominates, the CNEL and DNL are typically within two dBA of the peak-hour L_{eq}.

4.8.1.2 *Regulatory Framework*

Federal

Federal Transit Administration

The Federal Transit Administration (FTA) has identified construction noise thresholds in the Transit Noise and Vibration Impact Assessment Manual.[36] During daytime hours, an exterior threshold of 80 dBA L_{eq} shall be applied at residential land uses and 90 dBA L_{eq} shall be applied at commercial and industrial land uses.

State and Local

California Building Standards Code

The CBC establishes uniform minimum noise insulation performance standards to protect persons within new buildings housing people, including hotels, motels, dormitories, apartments, and dwellings other than single-family residences. Title 24 mandates that interior noise levels attributable to exterior sources not exceed 45 L_{dn}/CNEL in any habitable room. Exterior windows must have a minimum Sound Transmission Class (STC) of 40 or Outdoor-Indoor Transmission Class (OITC) of 30 when the property falls within the 65 dBA DNL noise contour for a freeway or expressway, railroad, or industrial source.

City of Santa Clara 2010-2035 General Plan

The City of Santa Clara's General Plan identifies noise and land use compatibility standards for various land uses and establishes policies to control noise within the community. Table 8.14-1 from the General Plan shows acceptable noise levels for various land uses. Residential land uses are considered compatible in noise environments of 55 dBA CNEL or less. The guidelines state that where the exterior noise levels are greater than 55 dBA CNEL and less than 70 dBA CNEL at residential uses, the design of the project should include measures to reduce interior noise to acceptable levels.

General Plan policies applicable to noise and vibration include, but are not limited to, the following listed below.

Policies	Description
5.5.2-P3	Implement site design solutions, such as landscaping and increased building setbacks, to provide a buffer between non-residential and residential uses.
5.5.2-P4	Provide adequate separation between incompatible land uses in order to minimize negative effects on surrounding existing and planned development.

[36] Federal Transit Administration, *Transit Noise and Vibration Impact Assessment Manual*, FTA Report No. 0123, September 2018.

Policies	Description
5.10.6-P1	Review all land use and development proposals for consistency with the General Plan compatibility standards and acceptable noise exposure levels defined on Table 5.10-1.
5.10.6-P2	Incorporate noise attenuation measures for all projects that have noise exposure levels greater than General Plan "normally acceptable" levels, as defined on Table 5.10-1.
5.10.6-P3	New development should include noise control techniques to reduce noise to acceptable levels, including site layout (setbacks, separation and shielding), building treatments (mechanical ventilation system, sound-rated windows, solid core doors and baffling) and structural measures (earthen berms and sound walls).
5.10.6-P5	Require noise-generating uses near residential neighborhoods to include solid walls and heavy landscaping along common property lines, and to place compressors and mechanical equipment in sound-proof enclosures.

Santa Clara City Code

Section 9.10.040 of the City Code establishes noise level performance standards for fixed sources of noise, as seen below in Schedule A. Noise levels at single-family residences, multi-family residences, and at public spaces are limited to 55 dBA during daytime hours (7:00 AM to 10:00 PM) and 50 dBA at night (10:00 PM to 7:00 AM).

Construction activities are not permitted within 300 feet of residentially zoned property except within the hours of 7:00 AM and 6:00 PM on weekdays and 9:00 AM and 6:00 PM on Saturdays. No construction is permitted on Sundays or holidays.

4.8.1.3 *Existing Conditions*

Based on the noise monitoring completed for the PHDSP FEIR, the existing noise environment in the PHDSP area consists primarily of transportation noise sources (i.e., vehicles on Great America Parkway, Patrick Henry Drive, etc.) and local commercial building operations. The nearest sensitive receptors are the single-family residences located approximately 185 feet west of the project site.

4.8.2 Impact Discussion

	New Potentially Significant Impact	New Less than Significant with Mitigation Incorporated	New Less than Significant Impact	Same Impact as Approved Project	Less Impact than Approved Project
Would the project result in:					
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☐	☒	☐

	New Potentially Significant Impact	New Less than Significant with Mitigation Incorporated	New Less than Significant Impact	Same Impact as Approved Project	Less Impact than Approved Project
Would the project result in:					
b) Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☐	☒	☐
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒	☐

4.8.2.1 *Findings of the PHDSP FEIR*

Construction Noise

The PHDSP FEIR concluded that the construction of the future developments associated with the PHDSP would generate noise levels that would exceed the City's standards and/or otherwise result in a substantial, temporary increase in ambient noise levels in the vicinity. The following mitigation measure is included in the PHDSP FEIR to reduce construction noise impacts to less than significant.

Mitigation Measure 13-1: To reduce potential noise levels from Specific Plan related construction activities, the City shall ensure future development projects within the Plan Area:

1) *Notify Residential and Commercial Land Uses of Planned Construction Activities*. This notice shall be provided at least one week prior to the start of any construction activities, describe the noise control measures to be implemented by the Project, and include the name and phone number of the designated contact for the Applicant/project representative and the City of Santa Clara responsible for handling construction-related noise complaints (per Section 8). This notice shall be provided to: A) The owner/occupants of residential dwelling units within 500 feet of construction work areas; B) The owner/occupants of commercial buildings (including Mission College) within 200 feet of construction work areas or within 400 feet of construction work areas if pile driving equipment will be used; and C) Mission College when construction work areas are within 500 feet of College athletic fields.

2) *Notify Calaveras Creek Trail Users of Construction Activities.* Prior to the start of construction activities within 500 feet of Calaveras Creek Trail, signs shall be posted along the trail warning of potential temporary

elevated noise levels during construction. Signs shall be posted within 250 feet of impacted trail segments (i.e., portions of the trail within 500 feet of a work area) and shall remain posted throughout the duration of all substantial noise generating construction activities (typically demolition, grading, and initial foundation installation activities).

3) *Restrict Work Hours.* All construction-related work activities, including material deliveries, shall be subject to the requirements of City Municipal Code Section 9.10.230. Construction activities, including deliveries, shall occur only during the hours of 7:00 AM to 6:00 PM, Monday through Friday, and 9 AM to 6 PM on Saturday, unless otherwise authorized by City permit. The applicant/project representative and/or its contractor shall post a sign at all entrances to the construction site informing contractors, subcontractors, construction workers, etc. of this requirement.

4) *Control Construction Traffic and Site Access.* Construction traffic, including soil and debris hauling, shall follow City-designated truck routes and shall avoid routes (including local roads in the Plan Area) that contain residential dwelling units to the maximum extent feasible given specific project location and access needs.

5) *Construction Equipment Selection, Use, and Noise Control Measures.* The following measures shall apply to construction equipment used in the Plan Area: A) To the extent feasible, contractors shall use the smallest size equipment capable of safely completing work activities; B) Construction staging shall occur as far away from residential and commercial land uses as possible; C) All stationary noise generating equipment such as pumps, compressors, and welding machines shall be shielded and located as far from sensitive receptor locations as practical. Shielding may consist of existing vacant structures or a three- or four-sided enclosure provide the structure/barrier breaks the line of sight between the equipment and the receptor engines shall be equipped with standard noise suppression devices such as mufflers, engine covers, and engine/mechanical isolators, mounts, etc. These devices shall be maintained in accordance with manufacturer's recommendations during active construction activities; E) Pneumatic tools shall include a noise suppression device on the compressed air exhaust; F) The applicant/project representative and/or their contractor shall connect to existing electrical service at the site to avoid the use of stationary power generators; G) No radios or other amplified sound devices shall be audible beyond the property line of the construction site.

6) *Implement Construction Activity Noise Control Measures*: The following measures shall apply to construction activities in the Plan Area: A) Demolition: Activities shall be sequenced to take advantage of existing

shielding/noise reduction provided by existing buildings or parts of buildings and methods that minimize noise and vibration, such as sawing concrete blocks, prohibiting on-site hydraulic breakers, crushing, or other pulverization activities, shall be employed to the maximum extent feasible; B) Demolition Site Preparation, Grading, and Foundation Work: During all demolition, site preparation, grading, and structure foundation work activities within 500 feet of a residential dwelling unit or 250 feet of a commercial building (including Mission College), a physical noise barrier capable of achieving a minimum 10 dB reduction in construction noise levels shall be installed and maintained around the site perimeter to the maximum extent feasible given site constraints and access requirements. Potential barrier options capable of achieving a 10 dB reduction in construction noise levels could include, but are not limited to: i) A six-foot-high concrete, wood, or other barrier installed at-grade (or mounted to structures located at-grade, such as a K-Rail), and consisting of a solid material (i.e., free of openings or gaps other than weep holes) that has a minimum rated transmission loss value of 20 dB; ii) Commercially available acoustic panels or other products such as acoustic barrier blankets that have a minimum sound transmission class (STC) or transmission loss value of 20 dB; iii) any combination of noise barriers and commercial products capable of achieving a 10 dBA reduction in construction noise levels during demolition, site preparation, grading, and structure foundation work activities; iv) The noise barrier may be removed following the completion of building foundation work (i.e., it is not necessary once framing and typical vertical building construction begins provided no other grading, foundation, etc. work is still occurring on-site); and C) Pile Driving: If pile driving activities are required within 500 feet of a residential dwelling unit or 400 feet of a commercial building (including Mission College), the piles shall be pre-drilled with an auger to minimize pile driving equipment run times.

7) *Prepare Project-Specific Construction Noise Evaluation.* Prior to the start of any specific construction project lasting 12 months or more, the City shall review and approve a project-specific construction noise evaluation prepared by a qualified acoustical consultant that: A) Identifies the planned project construction sequence and equipment usage; B) Identifies typical hourly average construction noise levels for project construction equipment; C) Compares hourly average construction noise levels to ambient noise levels at residential and commercial land uses near work areas (ambient noise levels may be newly measured or presumed to be consistent with those levels shown in Table 13-2 and 13-3 of the Patrick Henry Drive Specific Plan Draft Environmental Impact Report (EIR); and D) Identifies construction noise control measures incorporated into the project that ensure: i) activities do not generate

noise levels that are above 60 dBA Leq at a residential dwelling unit and exceed the ambient noise environment by at least 5 dBA Leq for more than one year; and ii) activities do not generate noise levels that are above 70 dBA Leq at a commercial building (including Mission College) and exceed the ambient noise environment by at least 5 dBA Leq for more than one year. Such measures may include, but are limited to: a) The requirements of Sections 4, 5, 6, and 8; B) Additional project and/or equipment-specific enclosures, barriers, shrouds, or other noise suppression methods. The use of noise control blankets on building facades shall be considered only if noise complaints are not resolvable with other means or methods.

8) *Prepare a Construction Noise Complaint Plan.* The Construction Noise Complaint Plan shall: A) Identify the name and/or title and contact information (including phone number and email) for a designated project and City representative responsible for addressing construction-related noise issues; B) Includes procedures describing how the designated project representative will receive, respond, and resolve construction noise complaints; C) At a minimum, upon receipt of a noise complaint, the project representative shall notify the City contact, identify the noise source generating the complaint, determine the cause of the complaint, and take steps to resolve the complaint; D) The elements of the Construction Noise Complaint Plan may be included in the project-specific noise evaluation prepared to satisfy Section 7 or as a separate document.

9) *Owner/Occupant Disclosure:* The City shall require future occupants/tenants in the Plan Area receive disclosure that properties in the Plan Area may be subject to elevated construction noise levels from development in the Plan Area. This disclosure shall be provided as part of the mortgage, lease, sub-lease, and/or other contractual real-estate transaction associated with the subject property.

The PHDSP FEIR concluded that implementation of Mitigation Measure 13-1 would reduce impacts related to temporary construction noise levels to a less than significant level.

Construction Vibration Levels

Construction activities have the potential to result in varying degrees of ground vibration, depending on the specific construction equipment used and activities involved. Since project-specific information was not available at the time the PHDSP FEIR was prepared, the PHDSP FEIR concluded that the construction of the future developments associated with the PHDSP would generate vibration levels above City standards and/or otherwise result in excessive ground-borne vibration levels.

The following mitigation measure is included in the PHDSP FEIR to reduce construction vibration impacts to a less than significant level.

Mitigation Measure 13-2: To reduce potential vibration-related structural damage and other excessive vibration levels from Specific Plan related construction activities, the City shall ensure future development projects within the Plan Area:

1) *Notify Residential and Commercial Land Uses of Planned Construction Activities.* See Patrick Henry Drive Specific Plan Draft Environmental Impact Report (EIR) Mitigation Measure 13-1, Section 1.
2) *Restrict Work Hours.* See Patrick Henry Drive Specific Plan Draft EIR Mitigation Measure 13-1, Section 2.
3) *Prohibit Vibratory Equipment if Feasible.* The use of large vibratory rollers, vibratory/impact hammers, and other potential large vibration-generating equipment (e.g., hydraulic breakers/hoe rams) shall be prohibited within 100 feet of any residential building façade and 50 feet of any commercial building façade during construction activities. Plate compactors and compactor rollers are acceptable, and deep foundation piers or caissons shall be auger drilled.
4) *Prepare Project-Specific Construction Vibration Evaluation Plan.* If it is not feasible to prohibit vibratory equipment per Section 3) due to site- or project-specific conditions or design considerations, the City shall review and approve a project-specific construction vibration evaluation that: A) Identifies the project's planned vibration-generating construction activities (e.g., demolition, pile driving, vibratory compaction); B) the potential project-specific vibration levels (given project-specific equipment and soil conditions, if known) at specific building locations that may be impacted by the vibration-generating work activities (generally buildings within 50 feet of the work area); C) Identifies the vibration control measures incorporated into the project that ensure equipment and work activities would not damage buildings or result in vibrations that exceed Caltrans' strongly perceptible vibration detection threshold for peak particle velocity (PPV) of 0.1 inches/second (in/sec). Such measures may include, but are not limited to: i) the requirements of Sections 1, 2, and 3; ii) the use of vibration monitoring to measure actual vibration levels; iii) the use of photo monitoring or other records to document building conditions prior to, during, and after construction activities; and iv) the use of other measures such as trenches or wave barriers; D) Identifies the name (or title) and contact information (including phone number and email) of the Contractor and City-representatives responsible for addressing construction vibration-related issues; and E) Includes procedures describing how the

construction contractor will receive, respond, and resolve to construction vibration complaints. At a minimum, upon receipt of a vibration complaint, the Contractor and/or City representative described in the first sub-bullet above shall identify the vibration source generating the complaint, determine the cause of the complaint, and take steps to resolve the complaint by reducing ground-borne vibration levels to peak particle velocity levels that do not exceed accepted guidance or thresholds for structural damage that are best applicable to potentially impacted buildings (e.g., see Patrick Henry Drive Specific Plan Draft EIR Table 13-6) and Caltrans' strongly perceptible vibration detection threshold (PPV of 0.1 in/sec, see Patrick Henry Drive Specific Plan Draft EIR Table 13-7).

The PHDSP FEIR concluded that implementation of Mitigation Measure 13-2 would reduce impacts related to construction vibration levels to a less than significant level.

On-site Noise-Generating Sources

The PHDSP FEIR concluded that the build out of the PHDSP would result in new operational noise generation sources, such as roadway and infrastructure improvements and new on-site equipment, which would generate noise levels in excess of applicable City Standards. The following mitigation measure is included in the PHDSP to reduce impacts related to on-site noise-generating sources.

Mitigation Measure 13-3: Control Fixed and Other On-site Noise-Generating Sources and Activities. To ensure on-site, operations-related equipment and activities associated with the Specific Plan do not generate noise levels that exceed City standards or otherwise result in a substantial permanent increase in ambient noise levels, future development projects shall submit a project-specific operational noise analysis to the City for review and approval prior to the issuance of the first building permit for the project, or as otherwise determined by the City. The noise analysis shall be prepared by a qualified acoustical consultant and shall identify all major fixed machinery and equipment, non-residential truck docks/dedicated loading zones, waste collection areas, and above ground parking garages included in the final project design/site plan. The noise analysis shall also document how project noise sources and activities will comply with the exterior sound limits established in Municipal Code Section 9.10.040, Schedule A and the noise compatibility guidelines in General Plan Table 8.14-1. Fixed machinery and equipment may include, but is not limited to, pumps, fans (including air intake or exhaust fans in parking garages), compressors, air conditioners, generators, and refrigeration equipment. The control of noise from such equipment may be accomplished by selecting quiet equipment types, siting machinery and equipment inside buildings, within an enclosure (e.g., equipment cabinet or mechanical closets, or behind a parapet wall or other

barrier/shielding. Truck docks/dedicated loading zones consist of a loading dock or other dedicated area for the regular loading and unloading of retail, commercial, or other non-residential goods from delivery trucks. The control of noise from such truck docks/loading areas, waste collection areas, and parking garages may be accomplished by placing such areas away from sensitive land uses, restricting activities or operating hours for certain areas, or other design means.

The PHDSP FEIR concluded that implementation of Mitigation Measure 13-3 would reduce impacts related to on-site noise levels to a less than significant level.

Traffic Noise Levels

Implementation of the PHDSP would increase the resident and employee population within the City and increase the number of vehicle trips and traffic-related noise levels. Build out of the PHDSP would substantially increase existing and future traffic noise levels exceeding City noise and land use compatibility standards. The following roadway segments would experience substantial increases in noise on a project- and cumulative-basis due to the build out of the PHDSP:

- Lawrence Expressway from State Route (SR) 237 to Tasman Drive
- Great America Parkway from Old Glory Lane to Patrick Henry Drive
- Great America Parkway from Patrick Henry Drive to Mission College Boulevard
- Mission College Boulevard loop north of Mission College Boulevard
- Tasman Drive from Patrick Henry Drive to Old Glory Lane
- Tasman Drive from Lawrence Expressway to Patrick Henry Drive

The traffic generated from the build out of the PHDSP would result in an approximately one decibel increase in traffic noise levels compared to existing conditions. A one decibel increase would not exceed City guidelines for noise and land use compatibility; however, the roadways within the PHDSP area already experience high levels of traffic-generated noise and the build out of the PHDSP would only exacerbate the noise levels for noise-sensitive land uses. Installation of physical barriers to reduce noise is infeasible and reviewing land use compatibility for noise-sensitive developments would not protect existing developments from the anticipated noise levels from traffic. For these reasons, impacts would be significant and unavoidable.

Operational Vibrations

Development proposed under the PHDSP could include a mix of residential, mixed-use, flex, and/or office land uses which could involve machinery and equipment that generate vibration levels in exceedance of the City's vibration perception threshold of 0.01 in/sec PPV. The PHDSP FEIR concluded that the potential pumps, generators, and other typical equipment would be securely mounted and not large enough to generate substantial vibrations beyond the immediate vicinity of the equipment. In addition, the PHDSP does not propose or support any large vibration-inducing

equipment or land use activities and, as a result, the PHDSP would not result in excessive ground-borne vibration levels.

Airport-Related Noise

The Norman Y. Mineta International Airport CLUP establishes the 65 dBA CNEL noise contour as the noise restriction area for residential land uses and General Plan Policy 5.10.6-P8 encourages safe and compatible land uses within the airport's noise restriction area. While a portion of the PHDSP area is located within the airport's AIA, the PHDSP area is not located within the 65 dBA CNEL contour. Future owners in the PHDSP area that own property in the AIA and rent or lease property for residential use shall be required to include a disclosure in the rental/lease agreement with the tenant that the property is within a high noise area associated with airport operations and may be exposed to airport-related noise levels greater than 65 dBA CNEL per Policy N-5 of the CLUP. Therefore, build out of the PHDSP FEIR would not expose people residing or working in the project area to excessive noise levels.

Other Disclosures and Planning Considerations

Per the *California Building Industry Association v. Bay Area Air Quality Management District*, 62 Cal.4th 369 (2015) ruling, projects are not required to analyze how existing conditions might impact a project's existing or future population. The following discussion is included for informational purposes only because the City of Santa Clara has policies that address existing noise environment affecting a proposed project.

The City's General Plan establishes 70 dBA CNEL as the conditionally acceptable noise limit for residential land uses and 75 dBA CNEL as the conditionally acceptable noise limit for commercial and recreational land uses. General Plan Policy 5.10.6-P1 requires the City to review land use and development projects for consistency with these standards, and General Plan Policies 5.10.6-P2 and 5.10.6-P3 require the incorporation of noise attenuation measures and noise control techniques where noise exposure levels are greater than normally acceptable levels. In addition, the CBC establishes that interior noise levels attributable to exterior noise sources shall not exceed 45 CNEL (as established by the General Plan) for residential developments.

Based on existing and potential future CNEL values measured in and modeled for the PHDSP area, between approximately two and six dBA of exterior noise attenuation may be needed to meet the conditionally acceptable noise levels for commercial and residential land uses, respectively, at exterior use areas such as open space, exterior recreational areas, and private yards and patios. Projects that are located west of Old Glory Lane would be located more than 400 feet west of Great America Parkway and subjected to lower noise levels (estimated to be less than 70 CNEL) but could still require specific site design and noise control measures to comply with land use compatibility standards and interior noise requirements. Projects located along Patrick Henry Drive in the western part of the PHDSP area would unlikely require special site design or noise control measures unless ambient noise levels were to substantially increase in the PHDSP area as a result of development or increased vehicle traffic. Nevertheless, future development proposed under the

PHDSP would be required to comply with the following Condition of Approval to ensure consistency with the City's noise standards.

Condition of Approval NOI-1: Prepare Final Acoustical Analysis. Future development projects shall submit a project-specific acoustical analysis to the City for review and approval prior to the issuance of the first building permit for the project, or as otherwise determined by the City. The analysis shall be prepared by a qualified acoustical consultant, based on the final design of the project, and identify:

1) Exterior noise levels at all property lines, building facades, and public or common open space, recreation, and/or other exterior use area boundaries.

2) Final site and building design measures that would attenuate noise in public open space and recreational lands to 65 CNEL or less, if feasible, but not more than 75 CNEL. This may be achieved by locating such areas away from major roadways or providing setbacks for facilities adjacent to major roadways (e.g., orienting parking and other support areas closer to roadways.)

3) Final site and building design measures that would attenuate noise to no more than 70 CNEL and 75 CNEL at common residential and commercial exterior use areas, respectively (this does not include private balconies).

4) Final site and building design measures that would achieve exterior to interior noise reduction levels necessary to meet a 45 CNEL interior noise level for residential and other sensitive land uses and a 50 dBA hourly Leq noise level for offices, retail, and other less sensitive indoor spaces (when in operation). Such standards are to be achieved with a windows closed condition. The specific attenuation measures necessary for the project will depend on the specific project location, ambient noise levels, and project design. Potential noise insulation design features that may be required to achieve interior noise levels include sound barriers, enhanced exterior wall, ceiling, and roof assemblies with above average sound transmission class or outdoor/indoor transmission class values, enhanced insulation methods (acoustical caulking, louvered vents, etc.).

The identified Condition of Approval would ensure future development projects in the PHDSP area are designed and constructed in a manner that is compatible with the existing ambient noise environment and consistent with state noise requirements and City goals, policies, and standards for the types of land uses proposed.

4.8.2.2 *Impacts Resulting from the Proposed Project*

a) Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Construction Impacts

Construction of the project is anticipated to occur over a period of 27 months which would generate considerable amounts of noise, especially during earthmoving activities when heavy equipment is used. Pile driving is not proposed.

As required per Mitigation Measure 13-1 *1) Notify Residential and Commercial Land Uses of Planned Construction Activities*, the residences located within 500 feet of the project site along Mazano Way, Oak Creek Way, and Prescott Avenue and the four commercial properties located within 200 feet of the project site which include 4600 Patrick Henry Drive to the north, 4701 Patrick Henry Drive to the northeast, 4575 Patrick Henry Drive to the east, and 3200 Patrick Henry Drive to the south shall be given notice at least one week prior to the start of construction activities and a description of noise control measures to be implemented by the project (refer to Mitigation Measure 13-1 *6) Implement Construction Activity Noise Control Measures*). Since the Mission College athletic field is located over 500 feet from the project site, notification would not be required. In addition, future occupants or tenants in the PHDSP area shall receive disclosure that properties within the PHDSP area may be subject to construction noise levels from development in the PHDSP area and this disclosure shall be provided as part of the mortgage, lease, sub-lease, and/or other contractual real-estate transaction associated with the subject property consistent with Mitigation Measure 13-1 *9) Owner/Occupant Disclosure*. The western property boundary is located approximately 71 feet east of the Calabazas Creek Trail. The project would be required to comply with Mitigation Measure 13-1 *2) Notify Calaveras Creek Trail Users of Construction Activities* and post signs along Calabazas Creek trail warning the trail users of construction activities. The project would also be required to comply with Chapter 9.10 of the City Code which includes the City's allowable construction work hours per Mitigation Measure 13-1 *3) Restrict Work Hours*.

Access to the site would be provided via Patrick Henry Drive. The proposed project shall, to the extent feasible, utilize SR 237 and Highway 101 (US 101), Great America Parkway, and other major roadways in the site vicinity and avoid routes that contain residential dwelling units consistent with Mitigation Measure 13-1 *4) Control Construction Traffic and Site Access*

As proposed, the construction staging would be located south of the building area and would be separated from 3200 Patrick Henry Drive to the south by the proposed open space. The construction staging area would be located as far away as possible from residential and commercial land uses and small stationary noise sources would be shielded when these sources result in a complaint or are identified by City staff or the contractor as having the potential to result in complaints. The proposed project would be required to implement all other measures identified in Mitigation Measure 13-1 *5) Construction Equipment Selection, Use, and Noise Control Measure*.

Because there are existing residences and commercial properties located within 500 feet of the proposed construction areas, a project-specific construction noise assessment was prepared for the site and construction noise impacts at the nearby commercial and residential building façades were estimated for each phase of construction. The noise levels assumed construction equipment would be used along the outer boundary of the building footprint (worst-case scenario) and construction equipment would be located at the center of the construction site. As recommend by the FTA, the Federal Highway Administration's (FHWA's) Roadway Construction Noise Model (RCNM) was used to calculate the hourly average noise levels for each phase of construction, assuming the two loudest pieces of equipment would operate simultaneously. Table 4.8-1 below lists the equipment that would be used during construction and the estimated construction noise levels at nearby land uses from the boundary of the site while Table 4.8-2 lists the equipment that would be used during construction and the estimated construction noise levels at nearby land uses from the center of the construction site. Where noise from construction activities exceeds the ambient noise environment by at least five dBA Leq at noise-sensitive uses in the area for a period exceeding one year, the impact would be considered significant.

Table 4.8-1: Construction Noise Levels – Construction Equipment at Boundary of Site

Phase	Calculated Hourly Average L_{eq} (dBA) at Nearest Buildings						
	Construction Equipment	Noise Level at 50 feet	North Comm (50 feet)	Northeast Comm (155 feet)	East Comm (160 feet)	South Comm (130 feet)	West Res (205 feet)
Demolition	Excavator* Skid Steer Loader	80	80	70	70	72	68
Site Preparation	Excavator* Skid Steer Loader*	79	79	69	69	71	67
Grading/ Excavation	Grader* Rubber Tired Dozer Tractor/Loader/ Backhoe*	84	84	74	74	76	72
Trenching/ Foundation	Tractor/Loader/ Backhoe* Concrete Trucks	81	81	71	71	73	69
Building Exterior	Crane Forklift Tractor/Loader/ Backhoe*	81	81	71	71	73	69
Building Interior/ Architectural Coating	Aerial Lift*	71	71	61	61	63	59

Phase	Calculated Hourly Average L_{eq} (dBA) at Nearest Buildings						
	Construction Equipment	Noise Level at 50 feet	North Comm (50 feet)	Northeast Comm (155 feet)	East Comm (160 feet)	South Comm (130 feet)	West Res (205 feet)
Paving	Cement and Mortar Mixer* Paver Paving Equipment Roller	80	80	70	70	72	68

Note: The construction noise levels at the nearby building façades were estimated assuming construction equipment is used along the outer boundary of the proposed building footprint (worst-case scenario).
* denotes two loudest pieces of construction equipment per phase
Res - Residential
Comm - Commercial

Table 4.8-2: Construction Noise Levels – Construction Equipment at Center of Site

Phase	Calculated Hourly Average L_{eq} (dBA) at Nearest Buildings						
	Construction Equipment	Noise Level at 50 feet	North Comm (155 feet)	Northeast Comm (345 feet)	East Comm (330 feet)	South Comm (285 feet)	West Res (400 feet)
Demolition	Excavator* Skid Steer Loader	80	70	63	64	65	62
Site Preparation	Excavator* Skid Steer Loader*	79	69	62	63	64	61
Grading/ Excavation	Grader* Rubber Tired Dozer Tractor/Loader/ Backhoe*	84	74	67	68	69	66
Trenching/Foundation	Tractor/Loader/ Backhoe* Concrete Trucks	81	71	64	65	66	63
Building Exterior	Crane Forklift Tractor/Loader/ Backhoe*	81	71	64	65	66	63

Phase	Calculated Hourly Average L_{eq} (dBA) at Nearest Buildings						
	Construction Equipment	Noise Level at 50 feet	North Comm (155 feet)	Northeast Comm (345 feet)	East Comm (330 feet)	South Comm (285 feet)	West Res (400 feet)
Building Interior/ Architectural Coating	Aerial Lift*	71	61	54	55	56	53
Paving	Cement and Mortar Mixer* Paver Paving Equipment Roller	80	70	63	64	65	62

Note: Please note the distances listed above represents the approximate distance from the center of the project site to the nearest property line of the adjacent uses. This distance is used to determine the average noise level throughout the course of construction as it occurs throughout the site.
* denotes two loudest pieces of construction equipment per phase
Res - Residential
Comm - Commercial

As shown in the tables above, construction noise levels would range from 61 to 84 dBA L_{eq} at the commercial building façade to the north, from 54 to 74 dBA L_{eq} at the commercial building façade to the northeast, from 55 to 74 dBA L_{eq} at the commercial building façade to the east, from 56 to 76 dBA L_{eq} at the commercial building façade to the south, and from 53 to 72 dBA L_{eq} at the residences to the west. The exterior threshold of 70 dBA L_{eq} at the nearby commercial buildings and 60 dBA L_{eq} at the nearest residences would be exceeded. The commercial buildings to the northeast, east, and south would be exposed to noise levels exceeding 70 dBA L_{eq} for less than a year; therefore, mitigation would not be required for these receptors. The commercial building to the north would be exposed to noise levels exceeding 70 dBA L_{eq} for more than a year from grading/excavation, trenching/foundation, and building exterior construction phases. The ambient noise levels along this segment of Patrick Henry Drive would range from 60 to 65 dBA L_{eq} (during the daytime); therefore, the existing ambient noise level would be exceeded. The residences to the west would be exposed to noise levels above 65 dBA L_{eq} for more than a year and would exceed the existing ambient noise levels by more than five dBA.

Impact NOI-1: Construction noise levels would exceed the exterior threshold of 70 dBA L_{eq} at the nearby commercial buildings and 60 dBA L_{eq} at the nearest residences and the existing ambient noise levels would be exceeded by more than five dBA for more than one year.

Mitigation Measure

In addition to Mitigation Measures 13-1 *1)* to *6)* and consistent with Mitigation Measure 13-1 *6*) to *8) Prepare Project-Specific Construction Noise Evaluation*, the proposed project would be required

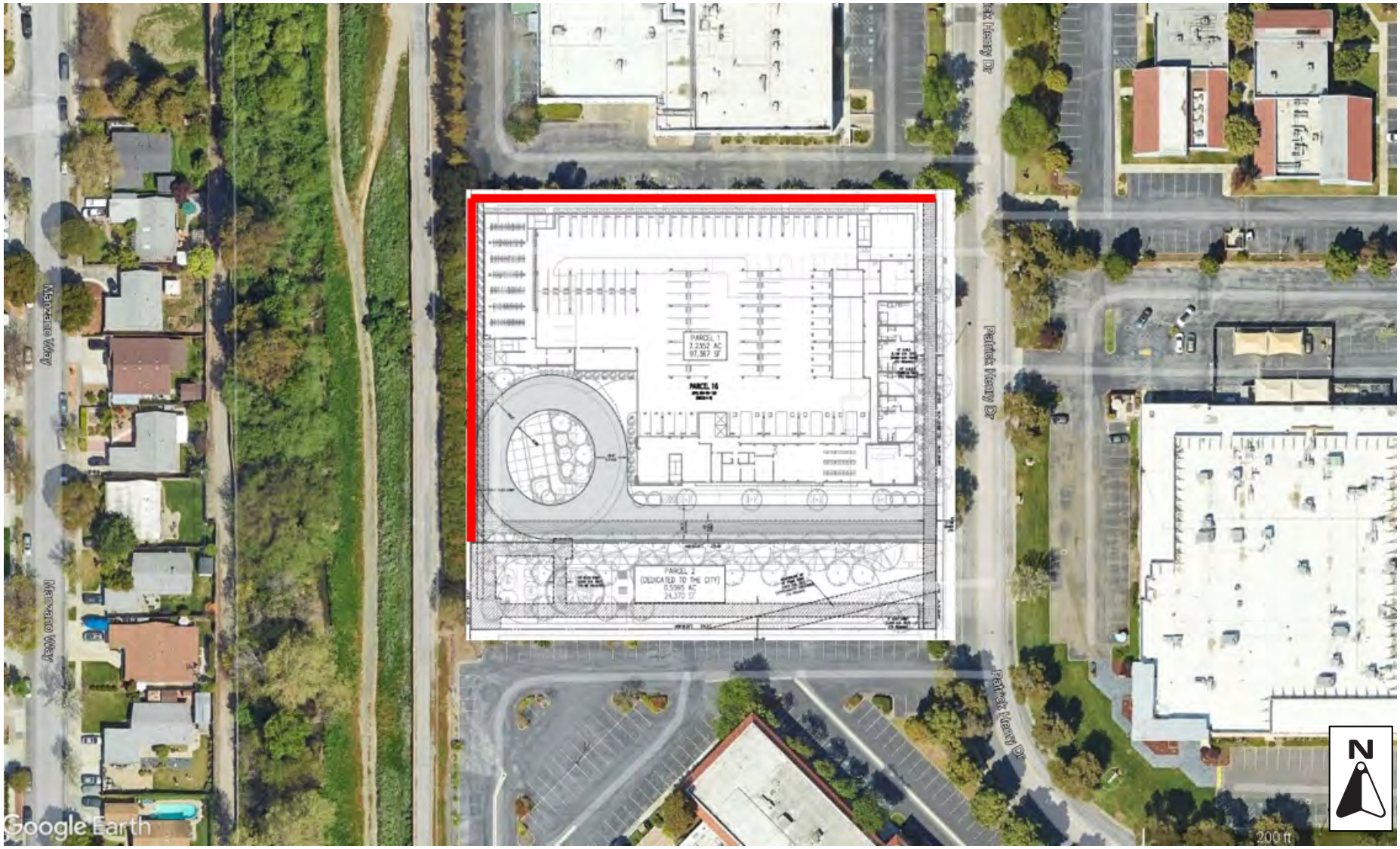
to comply with the following mitigation to reduce construction noise at the adjacent residential and commercial land uses.

MM NOI-1.1: A temporary 12-foot tall construction noise barrier, measured above grade, shall be constructed along the northern and western property lines as shown in Figure 4.8-1. The two most common construction site noise barriers are constructed of plywood or quilted noise control blankets. The noise barrier shall be solid, without cracks or gaps over its face or at the base, have a surface weight of at least two pounds per square foot (e.g., 5/8-inch plywood) or have a Sound Transmission Class (STC) rating of at least STC 20.

MM NOI-1.2: The project applicant shall submit and implement a Construction Noise Complaint Plan that establishes protocols for receiving and logging complaints, explaining how the complaint will be addressed, identifying the source(s) of the complaint, and determining and implementing the steps necessary to resolve the complaint. The contact information (including phone number and email) for the designated representatives of the project applicant or project representative and City will be determined prior to notification and included in the notification letter.

The project applicant or project representative and the City shall determine how complaints are communicated, documented, and resolved. The following procedures shall be implemented in response to complaints related to construction noise:

- Establish a complaint log.
- Create a standardized complaint form so that critical information regarding a complaint can be documented (See Attachment 1 of Appendix G).
- The designated project applicant or representative shall be responsible for responding to all complaints.
- If someone other than a designated project applicant or representative or the City receives a complaint, immediately route the complaint to the designated Applicant/representative.
- Receipt of the complaint shall be acknowledged to the complainant within 72 hours.
- The designated project applicant or representative shall obtain information regarding the complaint and record the information on the complaint form and enter the complaint in the complaint log.
- Confirm source of complaint and determine a plan for implementing corrective actions.



Source: Illingworth & Rodkin, Inc., November 2, 2023.

LOCATION OF TEMPORARY NOISE BARRIERS | FIGURE 4.8-1

- After implementation of corrective actions, contact complainant to determine if the issue has been resolved.

The temporary construction noise barriers would reduce construction related noise levels at the nearby receptors by at least 10 dBA. With implementation of Mitigation Measures NOI-1.1 and NOI-1.2 and Mitigation Measures 13-1 *1)* to *6)*, the project's impact from construction noise would be reduced to a less than significant level. The project would not result in any new impacts or substantially increase the severity of the previously identified construction noise impact. **[Same Impact as Approved Project (Less Than Significant Impact with Mitigation Incorporated)]**

Operational Impacts

Project-Generated Traffic Noise

As discussed in the PHDSP FEIR, traffic generated from the build out of the PHDSP would result in an approximately one decibel increase in traffic noise levels compared to existing conditions. While full build out of the PHDSP would have a significant unavoidable traffic noise impact, the proposed project is consistent with the PHDSP development projections and would generate only a small fraction of the total trips estimated for the PHDSP and would not result in any new impacts or substantially increase the severity of the previously identified impact related to project-generated traffic noise. **[Less Impact than Approved Project (Significant Unavoidable Impact)]**

On-site Noise-Generating Sources

Based on a review the plans, potential operational noise sources include rooftop supply and exhaust fans, heating, ventilation, and air conditioning (HVAC) equipment, three transformers located outside the building along Patrick Henry Drive, and one transformer located near the southwest corner of the building. The applicable noise limit for the Light Industrial land use category would be 70 dBA. If the adjacent properties were to be constructed into residential developments prior to the completion of the proposed project, then the thresholds would be 55 dBA during the daytime (7:00 AM to 10:00 PM) and 50 dBA during the nighttime (10:00 PM to 7:00 AM) per City Code Section 9.10.040, Schedule A.

Assuming all equipment would operate simultaneously, the HVAC noise levels would be less than 30 dBA L_{eq} at the property lines of nearby land uses which would not exceed the residential thresholds of 55 dBA during the daytime and 50 dBA during the nighttime. Specifications for the three transformers along Patrick Henry Drive were not available at the time the analysis was prepared. Transformers up to 1,000 kilo-volt-amperes (kVA) typically generate noise levels up to 64 dB, the average level measured one foot from the surface of the transformer. Transformers up to 10,000 kVA typically generate noise levels up to 68 dBA. Assuming worst-case scenario, the noise from the two transformers located adjacent to each other on the northeast corner of the building would range from 31 dBA to 35 dBA at the nearest property line across Patrick Henry Drive. Therefore, the estimated noise levels from the transformers would not exceed the allowable limits. Additionally, equipment proposed in the mechanical rooms would be fully enclosed and would not affect adjacent land uses.

Consistent with the PHDSP FEIR, implementation of the project would not result in any new impacts or substantially increase the severity of the previously identified noise impact from on-site noise-generating sources. **[Less Impact Than Approved Project (Less Than Significant Impact with Mitigation Incorporated)]**

b) Would the project result in generation of excessive groundborne vibration or groundborne noise levels?

Project construction could generate perceptible vibration when heavy equipment or impact tools (e.g., jackhammers, hoe rams) are used. Construction activities would include grading, foundation work, paving, and new building framing and finishing. As mentioned previously, pile driving is not proposed. The project would be required to comply with Mitigation Measure 13-2 *1) Notify Residential and Commercial Land Uses of Planned Construction Activities* and *2) Restrict Work Hours*. All vibratory equipment would be more than 200 feet from the nearest residential building façade, and more than 50 feet from the nearest commercial building façade; therefore, the project would comply with Mitigation Measure 13-2 *3) Prohibit Vibratory Equipment if Feasible*.The California Department of Transportation (Caltrans) strongly perceptible vibration detection threshold is 0.1 in/sec PPV. Typical vibration levels that could be expected from construction equipment at 25 feet and estimated vibration levels at existing buildings surrounding the project site are summarized below in Table 4.8-3.

Table 4.8-3: Estimated Vibration Levels at Structures Surrounding the Project Site (in/sec PPV)

Equipment		PPV at 25 ft. (in/sec)	North Comm (50 feet)	Northeast Comm (155 feet)	East Comm (160 feet)	South Comm (130 feet)	West Comm (205 feet)
Clam shovel drop		0.202	0.094	0.027	0.026	0.033	0.020
Hydromill (slurry wall)	in soil	0.008	0.004	0.001	0.001	0.001	0.001
	in rock	0.017	0.008	0.002	0.002	0.003	0.002
Vibratory Roller		0.210	0.098	0.028	0.027	0.034	0.021
Hoe Ram		0.089	0.042	0.012	0.012	0.015	0.009
Large bulldozer		0.089	0.042	0.012	0.012	0.015	0.009
Caisson drilling		0.089	0.042	0.012	0.012	0.015	0.009
Loaded trucks		0.076	0.035	0.010	0.010	0.012	0.008
Jackhammer		0.035	0.016	0.005	0.005	0.006	0.003
Small bulldozer		0.003	0.001	0.000	0.000	0.000	0.000

Source: Transit Noise and Vibration Impact Assessment Manual, Federal Transit Administration, Office of Planning and Environment, U.S. Department of Transportation, September 2018, as modified by Illingworth & Rodkin, Inc., November 2023.
Notes: Res – Residential
Comm - Commercial

As shown in the table above, the projected vibration levels at all nearby commercial buildings would be below the 0.1 in/sec PPV threshold. The highest projected vibration levels would be from a vibratory roller at 50 feet from the commercial building to the north.

Consistent with the findings of the PHDSP FEIR, the project would be required to implement Mitigation Measure 13-2 to ensure construction vibration levels are reduced to a less than significant level. Therefore, the proposed project would not result in any new impacts or substantially increase the severity of the previously identified construction vibrations impact. **[Same Impact as Approved Project (Less Than Significant Impact with Mitigation Incorporated)]**

c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

The project site is not located in the Norman Y. Mineta International Airport's AIA or 65 dBA CNEL noise contour. Therefore, the proposed project would not result in any new impacts or substantially increase the severity of the previously identified impact related to excessive noise levels from aircraft operation. **[Same Impact as Approved Project (Less Than Significant Impact)]**

4.8.3 Non-CEQA Effects

Per *California Building Industry Association v. Bay Area Air Quality Management District*, 62 Cal. 4th 369 (BIA v. BAAQMD), effects of the environment on the project are not considered CEQA impacts. The following discussion is included for informational purposes only because the City has policies that address existing noise conditions affecting a proposed project.

The City's General Plan establishes 70 dBA CNEL as the conditionally acceptable noise limit for residential land uses and 75 dBA CNEL as the conditionally acceptable noise limit for commercial and recreational land uses. General Plan Policy 5.10.6-P1 requires the City to review land use and development projects for consistency with these standards, and General Plan Policies 5.10.6-P2 and -P3 require the incorporation of noise attenuation measures and noise control techniques where noise exposure levels are greater than normally acceptable levels. In addition, the CBC establishes that interior noise levels attributable to exterior noise sources shall not exceed 45 CNEL (as established by the local General Plan) for residential developments.

As discussed in the PHDSP FEIR, projects located along Patrick Henry Drive (in the western part of the PHDSP area) would unlikely require special site design or noise control measures unless ambient noise levels were to substantially increase in the PHDSP area as a result of development or increased vehicle traffic. Nevertheless, future development proposed under the PHDSP (including the proposed project) would be required to implement Condition of Approval NOI-1 identified in the PHDSP FEIR to ensure future developments are designed and constructed in a manner consistent with state requirements and City policies and standards.

4.9 Utilities and Service Systems

4.9.1 Environmental Setting

4.9.1.1 *Regulatory Framework*

State

State Water Code

Pursuant to the State Water Code, water suppliers providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre-feet (approximately 980 million gallons) of water annually must prepare and adopt an urban water management plan (UWMP) and update it every five years. As part of a UWMP, water agencies are required to evaluate and describe their water resource supplies and projected needs over a 20-year planning horizon, water conservation, water service reliability, water recycling, opportunities for water transfers, and contingency plans for drought events. The City of Santa Clara adopted its most recent UWMP (2020 UWMP) in June 2021.

Assembly Bill 939

The California Integrated Waste Management Act of 1989, or AB 939, established the Integrated Waste Management Board, required the implementation of integrated waste management plans, and mandated that local jurisdictions divert at least 50 percent of solid waste generated (from 1990 levels), beginning January 1, 2000, and divert at least 75 percent by 2010. Projects that would have an adverse effect on waste diversion goals are required to include waste diversion mitigation measures.

Assembly Bill 341

AB 341 sets forth the requirements of the statewide mandatory commercial recycling program. Businesses that generate four or more cubic yards of garbage per week and multi-family dwellings with five or more units in California are required to recycle. AB 341 sets a statewide goal for 75 percent disposal reduction by the year 2020.

Senate Bill 1383

SB 1383 establishes targets to achieve a 50 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020 and a 75 percent reduction by 2025. The bill grants CalRecycle the regulatory authority required to achieve the organic waste disposal reduction targets and establishes an additional target that at least 20 percent of currently disposed edible food is recovered for human consumption by 2025.

California Green Building Standards Code

CALGreen establishes mandatory green building standards for buildings in California. CALGreen was developed to reduce GHG emissions from buildings, promote environmentally responsible and healthier places to live and work, reduce energy and water consumption, and respond to state environmental directives. CALGreen covers five categories: planning and design, energy efficiency, water efficiency and conservation, material and resource efficiency, and indoor environmental quality.

Local

City of Santa Clara 2010-2035 General Plan

The following General Plan Policies have been adopted for the purpose of reducing or avoiding impacts related to utilities and service systems and are applicable to the project.

Policies	Description
5.3.1-P9	Require that new development provide adequate public services and facilities, infrastructure, and amenities to serve the new employment or residential growth.
5.10.1-P6	Require adequate wastewater treatment and sewer conveyance capacity for all new development.
5.10.4-P4	Require an adequate water supply and water quality for all new development.
5.10.4-P5	Prohibit new development that would reduce water quality below acceptable State and local standards.
5.10.4-P6	Maximize the use of recycled water for construction, maintenance, irrigation and other applications.
5.10.4-P7	Require installation of native and low-water-consumption plant species when landscaping new development and public spaces to reduce water usage.
5.10.4-P8	Require all new development within a reasonable distance of existing or proposed recycled water distribution systems to connect to the system for landscape irrigation.
5.10.5-P11	Require that new development meet stormwater and water management requirements in conformance with State and regional regulations.
5.10.5-P21	Require that storm drain infrastructure is adequate to serve all new development and is in place prior to occupancy.

4.9.1.2 *Existing Conditions*

Water Supply

The City of Santa Clara has four sources of water which include surface water from the SFPUC, treated surface water from Valley Water, groundwater, and recycled water. A portion of the City's water supply is reliant on SFPUC and Valley Water. Surface water from SFPUC and Valley Water provide less than half (an average of 40 percent) of the City's water supply while the remaining 60 percent come from City owned- and operated-wells. In 2020, the City's water demand was

approximately 16.3 million gallons per day (mgd) for potable water and 3.1 mgd for recycled water.[37] The water supply system consists of approximately 335 miles of water mains, 21 active water wells, seven storage tanks with 28.8 million gallons of water storage capacity, and three booster pump stations.[38] South Bay Water Recycling (SBWR) supplies recycled water within the City. Recycled water in the City is currently used for irrigation at parks, landscape street medians, multi-family residential units, and schools.

There is an existing 12-inch water main located in Patrick Henry Drive. The existing commercial building on-site is currently vacant and does not have any water demand.

Wastewater Services

Wastewater treatment in Santa Clara is provided by the San José-Santa Clara Regional Wastewater Facility (the Facility). The Facility serves approximately 1.4 million residents and over 17,000 businesses by treating an average of 110 million gallons of wastewater per day (mgd), with a capacity of up to 167 mgd.[39] The Facility currently treats an average of 110 mgd of wastewater.[40] Currently, approximately 13 percent of the Facility's effluent is recycled for non-potable uses and the remainder flows into San Francisco Bay. In 2021, the City of Santa Clara had rights to approximately 25.7 mgd of the total treatment capacity at the Facility with peak sewage flows of 15.7 mgd.[41]

There is an existing 12-inch sanitary sewer main in Patrick Henry Drive. As mentioned above, the site is currently vacant; therefore, no wastewater is generated on-site.

Stormwater Drainage

The City of Santa Clara owns and maintains the municipal storm drainage system which serves the site. There is an existing 33-inch pipe located in Patrick Henry Drive. The PHDSP area drains to San Tomas Aquino Creek through a network of storm water drainage pipes ranging from 27 inches to 54 inches in diameter.[42]

Electricity, Natural Gas, and Telecommunications

Silicon Valley Power (SVP) is the City of Santa Clara's energy utility and PG&E provides natural gas services within the City of Santa Clara. SVP and PG&E currently provide electricity and natural gas

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[37] City of Santa Clara. 2020 Urban Water Management Plan. June 22, 2021.
[38] Ibid.
[39] City of San José. San José-Santa Clara Regional Wastewater Facility. Accessed January 30, 2023. https://www.sanjoseca.gov/your-government/departments-offices/environmental-services/water-utilities/regional-wastewater-facility.
[40] City of Santa Clara. 2010-2035 General Plan Integrated Final Environmental Impact Report. SCH# 2008092005. January 2011.
[41] City of San José, Environmental Services Department. *Tributary Agencies' Estimated Available Plant Capacity – 2021.* December 21, 2021.
[42] City of Santa Clara. Patrick Henry Drive Environmental Impact Report. SCH# 2019120515. July 2021.

services to the PHDSP area. Telecommunication services (e.g., phone and cable) are provided by AT&T and Comcast.

Solid Waste

Solid waste collection in the City of Santa Clara is provided by Mission Trail Waste Systems through a contract with the City. Mission Trail Waste System also has a contract to implement the Clean Green portion of the City's recycling plan by collecting yard waste. All other recycling services are provided through Stevens Creek Disposal and Recycling. Mission Trail Waste Systems delivers solid waste to the Newby Island Sanitary Landfill (NISL), located in San José, which has disposal capacity through January 1, 2041. The project site does not currently generate any solid waste.

4.9.2 Impact Discussion

	New Potentially Significant Impact	New Less than Significant with Mitigation Incorporated	New Less than Significant Impact	Same Impact as Approved Project	Less Impact than Approved Project
Would the project:					
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☐	☒	☐
b) Have insufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☐	☒	☐
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it does not have adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒	☐
d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☐	☒	☐

	New Potentially Significant Impact	New Less than Significant with Mitigation Incorporated	New Less than Significant Impact	Same Impact as Approved Project	Less Impact than Approved Project
Would the project:					
e) Be noncompliant with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☐	☒	☐

4.9.2.1 *Findings of the PHDSP FEIR*

Water Supply and Demand

Build out of the PHDSP would exceed demand projections under the 2015 UWMP since the PHDSP was not identified in the City's General Plan and the PHDSP was not proposed until after the 2015 UWMP was prepared; therefore, development associated with the PHDSP was not accounted for in the UWMP. In addition, the recently adopted 2020 UWMP was based on 2018 Association of Bay Area Governments (ABAG) projections and did not include the PHDSP growth projections. The City determined that adequate water supplies would be available to meet the water demands for the PHDSP though additional conservation programs or other resources (such as increased groundwater pumping or additional use of recycled water as applicable) may be necessary, as discussed in the PHDSP WSA and the 2015 UWMP. The following mitigation measure was included in the PHDSP to reduce impacts to water supply.

Mitigation Measure 18-1: Consistent with SB 221 and SB 610, no tentative map, Architectural/Design Review, or development agreement for a proposed, individual project shall be approved until the City of Santa Clara Water & Sewer Utilities Department confirms that water supplies are adequate for each individual project. Such confirmation shall include an updated description of the citywide water supply situation (including any plans for pumping additional groundwater) at that future time, reflecting any progress on City plans for expanding its recycled water program and any City requirements for implementing additional "best management practices" (BMPs) related to recycled water use and/or water conservation (which could include, among other measures, dedicated landscape meters, and installation of separate submeters for each unit in multi-family development and individual commercial spaces). These City actions would ensure a continual monitoring of citywide water supply throughout implementation of the Specific Plan. Additionally, incorporation of measures to reduce water demand and, if necessary, identification of alternative water sources to offset project supply shortages would reduce this impact to a less-than-significant level.

Implementation of Mitigation 18-1 would reduce impacts related to water demand to a less than significant level.

Water, Wastewater and Storm Drainage System Infrastructure

The water, wastewater, and storm drainage infrastructure systems within the PHDSP area would require improvements, such as upgrades to infrastructure to alleviate existing deficiencies, to accommodate new development facilitated by the PHDSP. Individual project applicants would need to prepare hydraulic modeling analyses to determine what upgrades are needed for water infrastructure.

For wastewater generation and infrastructure, as standard Conditions of Approval, each individual project would need to provide sanitary sewer information to the City to help the City determine what type of improvements would be needed (e.g., construction of a new lift station or pump station) to ensure there is capacity for the wastewater generated by the PHDSP.

For storm drainage infrastructure, the existing off-site storm drain systems would be able to accommodate stormwater flows generated by future development under the PHDSP. The need for new storm drain infrastructure would be monitored by the City.

The PHDSP FEIR concluded that construction period air emissions, noise, and traffic associated with utility infrastructure construction (if needed) would be reduced through compliance with the City of Santa Clara construction protocols and mitigation. Therefore, construction and operational impacts associated with water, wastewater, and storm drainage infrastructure would be less than significant.

Wastewater Treatment Capacity

Existing flows in the PHDSP area were estimated at 0.12 mgd at the time the FEIR was prepared. Based on the Sanitary Sewer Technical Memorandum prepared for the PHDSP, wastewater generation from PHDSP is projected to total approximately 2.15 mgd under Scenario A and 1.97 mgd under Scenario B. The Sanitary Sewer Technical Memorandum identified deficiencies along Old Ironsides Drive and Tasman Drive sanitary sewer lines under both scenarios. In addition, the Tasman Drive Lift Station would have to be upsized to increase its capacity. Any improvements to the Tasman Lift station would also be subject to separate review, including CEQA, as deemed applicable by the City. As standard Conditions of Approval, each individual project would need to provide sanitary sewer information to the City. Additional wastewater generation from other General Plan-approved development combined with wastewater generated from Patrick Henry Drive Specific Plan development would total approximately 4.3 mgd, which would not exceed the City’s remaining capacity allocation of 9.606 mgd. Therefore, build out of the PHDSP FEIR would have a less than significant impact on wastewater treatment facility capacity.

Solid Waste Disposal and Recycling Service

Per the PHDSP FEIR, development under the PHDSP would be anticipated to generate between 119,600 and 128,180 cubic yards of solid waste per year.[43] Implementation of the PHDSP is not expected to generate an inordinate amount of solid waste for its size during demolition/construction or operation. In addition, the existing solid waste disposal and recycling facilities would have capacity to accommodate solid waste from future projects under the PHDSP; therefore, the PHDSP FEIR concluded that the PHDSP's effect on solid waste and recycling services would be less than significant.

Electricity, Natural Gas, and Telecommunications

SVP has identified several electrical system improvements necessary to provide adequate service to Specific Plan development. Future PHDSP project applicants would be responsible for funding the off-site distribution duct bank (at the Mission substation). Other distribution and transmission system improvements that are not limited to serving the PHDSP would require future PHDSP project applicants to pay a pro rata share of the cost, based on plans and cost estimates as they are developed. The PHDSP FEIR concluded that all electrical system, natural gas, and telecommunication infrastructure upgrades/improvements would be required to comply with the construction mitigation identified in the PHDSP FEIR for air emissions/dust, noise, and traffic) as well as the City's construction standards and regulations; therefore, construction period impacts associated with the electrical system, natural gas infrastructure, and telecommunication infrastructure in the PHDSP would be less than significant.

4.9.2.2 *Impacts Resulting from the Proposed Project*

a) Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

Water Supply

As described in the PHDSP, the existing water use in the PHDSP area is 79.6 acre-feet per year (71,030 gallons per day). Build out of the PHDSP would have a net water demand ranging from approximately 1,491 acre-feet per year (1,331,182 gallons per day) to 1,650 acre-feet per year (1,472,940 gallons per day). Operation of the proposed project would use approximately 50,695 gpd of water.[44]

[43] City of Santa Clara. Patrick Henry Drive Environmental Impact Report. SCH# 2019120515. July 2021.
[44] The water demand rates for indoor use were calculated using CalEEMod Appendix D (Apartments Mid Rise). CalEEMod. "Table 9.1: Water Use Rates." Accessed January 11, 2024. http://www.aqmd.gov/docs/default source/caleemod/caleemod-appendixd.pdf.

Per Mitigation Measure 18-1, the City of Santa Clara Water & Sewer Utilities Department shall confirm whether water supplies are adequate for each individual project proposed under the PHDSP. Therefore, the proposed project would not result in any new impacts or substantially increase the severity of the previously identified water supply impact. **[Same Impact as Approved Project (Less Than Significant Impact with Mitigation Incorporated)]**

Wastewater Facilities

The City currently has approximately 25.7 mgd of wastewater treatment capacity at the Facility. The proposed project would generate up to 40,556 gpd of wastewater (or 0.041 mgd).[45] As discussed in the PHDSP FEIR, each individual project would be required to provide sanitary sewer information to the City. No project would be approved by the City until the City determines that sufficient sewer capacity exists. Consistent with the PHDSP FEIR, the proposed project would not result in the relocation or construction of sanitary sewer and wastewater treatment facilities. Therefore, the proposed project would not result in any new impacts or substantially increase the severity of the previously identified wastewater facilities impact. **[Same Impact as Approved Project (Less Than Significant Impact)]**

Stormwater Drainage Facilities

As discussed in the PHDSP FEIR, no storm drainage systems improvements have been deemed necessary; however, the City would continuously monitor new development approvals to ensure that stormwater flows are handled sufficiently. Therefore, the proposed project would not result in any new impacts or substantially increase the severity of the previously identified wastewater facilities impact. **[Same Impact as Approved Project (Less Than Significant Impact)]**

Electric Power, Natural Gas, and Telecommunications

New development under the PHDSP FEIR, including the project, would continue to be served by PG&E for natural gas needs. Future development associated with the PHDSP would connect to existing electric power, and telecommunication lines in the PHDSP area. The proposed building would connect to existing electrical lines and other utilities such as fiber optic, telephone, and cable. The PHDSP FEIR concluded that build out of the PHDSP would not require or result in the construction of new or expended electric power, natural gas, or telecommunications facilities. Therefore, the proposed project would not result in any new impacts or substantially increase the severity of the previously identified electric power, natural gas, or telecommunication facilities impact. **[Same Impact as Approved Project (Less Than Significant Impact)]**

b) Would the project have insufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

[45] Wastewater generated by the proposed development project is assumed to be 80 percent of the total water demand.

As discussed under checklist question a, the proposed project would use approximately 50,695 gpd of water. The PHDSP FEIR concluded that adequate water supplies would be available to meet the water demands for the PHDSP though additional conservation programs or other resources may be necessary. Per Mitigation Measure 18-1, no individual project proposed under the PHDSP shall be approved until the City of Santa Clara Water & Sewer Utilities Department confirms that there are adequate water supplies to serve each individual project as proposed. Therefore, with implementation of Mitigation Measure 18-1, the proposed project would not result in any new impacts or substantially increase the severity of the previously identified water supply impact. **[Same Impact as Approved Project (Less Than Significant Impact with Mitigation Incorporated)]**

c) Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it does not have adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

As discussed in the PHDSP FEIR, each individual project would be required to provide sanitary sewer information to the City. No project would be approved by the City until the City determines that sufficient sewer capacity exists. The proposed project would generate up to 0.041 mgd of wastewater. Based on the Sanitary Sewer Technical Memorandum, which based its future capacity analysis on updated General Plan Phase III loads, additional wastewater generation from other General Plan-approved development combined with wastewater generated from the PHDSP development would total approximately 4.3 mgd, which would not exceed the City's remaining capacity allocation of 9.606 mgd. Therefore, the proposed project would not result in any new impacts or substantially increase the severity of the previously identified wastewater impacts. **[Same Impact as Approved Project (Less Than Significant Impact)]**

d) Would the project generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

Development under the PHDSP would be anticipated to generate between 119,600 and 128,180 cubic yards of solid waste per year, which is only 0.6 percent of the annual solid waste disposed of the NISL.[46] The proposed project is estimated to generate approximately 47.3 cubic yards of solid waste per week or 2,460 cubic yards of annual solid waste.[47] Because the project is consistent with the development projections of the PHDSP, impacts related to solid waste and recycling services would be less than significant. Therefore, the proposed project would not result in any new impacts or substantially increase the severity of the previously identified solid waste impact. **[Same Impact as Approved Project (Less Than Significant Impact)]**

[46] City of Santa Clara. Patrick Henry Drive Environmental Impact Report. SCH# 2019120515. July 2021.

[47] The City's Development Guidelines for Solid Waste Service specify the following solid waste generation rates for residential development: "*Multi-family residential garbage level of service must be calculated at a rate of no less than 32 gallons per week per unit (roughly one cubic yard per every six units)*." 284 dwelling units ÷ 6 dwelling units = 47.3 x 1 cubic yard = 47.3 cubic yards per week.

e) Would the project be noncompliant with federal, state, or local management and reduction statutes and regulations related to solid waste?

The proposed project would be required to comply with existing federal, state, and local regulations and programs pertaining to solid waste. Since the project is consistent with the PHDSP, the proposed project would not result in any new impacts or substantially increase the severity of the previously identified solid waste impact. **[Same Impact as Approved Project (Less Than Significant Impact)]**

4.10 Mandatory Findings of Significance

	New Potentially Significant Impact	New Less than Significant with Mitigation Incorporated	New Less than Significant Impact	Same Impact as Approved Project	Less Impact than Approved Project
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐	☐
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☒	☐	☐	☐
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☐	☒	☐

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?

As discussed in the individual sections of this document, the proposed project would not degrade the quality of the environment with implementation of the identified Conditions of Approval and mitigation measures from the PHDSP FEIR, as well as implementation of the new mitigation measures identified in Section 4.3 and below.

With implementation of Mitigation Measure BIO-1.1, the project would have a less than significant impact on animal communities from artificial lighting. As discussed in Section 4.3, the proposed building would encroach within 0.14 acre of the 100-foot riparian setback. With implementation of Mitigation Measure BIO(C)-1.1, encroachment of the proposed building within the 100-foot setback would not be cumulatively considerable. Therefore, the proposed project would result in a less than significant impact on biological resources.

b) Does the project have impacts that are individually limited, but cumulatively considerable?

Under Section 15065(a)(3) of the CEQA Guidelines, a Lead Agency shall find that a project may have a significant effect on the environment where there is substantial evidence that the project has potential environmental effects "that are individually limited, but cumulatively considerable." As defined in Section 15065(a)(3) of the CEQA Guidelines, cumulatively considerable means "that the incremental effects of an individual project are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects."

The proposed project would result in temporary air quality, hydrology and water quality, and noise impacts during construction. With implementation of the identified Conditions of Approval and mitigation measures from the PHDSP FEIR, existing regulations, and City policies, construction impacts would be mitigated to a less than significant level. Because the nature of the identified impacts to air quality, hydrology and water quality, and noise and vibration would be temporary and mitigated, the proposed project would not have a cumulatively considerable impact on these resources.

New mitigation was identified for biological resources (e.g., encroachment on the riparian corridor) that was not previously addressed in the PHDSP FEIR.

Encroachment on Riparian Corridor

As mentioned in Section 4.3, the PHDSP FEIR did not address potential encroachment impacts from future projects onto the Calabazas Creek riparian corridor, due to the lack of significant habitat identified along the concrete channel at the time of the preparation of the PHDSP FEIR. Encroachment of developments along Calabazas Creek (both inside and outside the plan area) has resulted in a cumulative impact on riparian bird communities over time due to the degradation of the riparian habitat, increase in human activity in and along the riparian corridor, and loss of open areas that birds can use for foraging or as flight paths in and out of the riparian corridor. Future

development along Calabazas Creek would result in impacts on the same habitat types and species that would be affected by the proposed project.

Per the Biological Resources Report, encroachment of the project within the 100-foot riparian setback would result in a considerable contribution to significant cumulative impacts on the functions and values of remaining riparian habitat in the City and along streams on the Santa Clara Valley floor without mitigation. Currently, most of the project site located within 100 feet of the top of bank is developed with a parking lot. The existing building is located approximately 115 feet from the top of bank and the only area that is not hardscape is a narrow band of landscaped vegetation that is approximately 25 feet from the top of bank. As mentioned previously, the proposed building would encroach within 0.14 acre of the 100-foot setback area. The project's contribution to cumulative impacts within the setback area would be cumulatively considerable as it represents a new type of development that would have a greater impact on the adjacent corridor (due to the reduction in wildlife use from the proposed building and avian collisions with the proposed building) compared to existing conditions.

Impact BIO(C)-1: Construction and operation of the new building within the 100-foot riparian setback would result in a cumulatively considerable contribution to the Calabazas Creek riparian corridor.

Mitigation Measure

MM BIO(C)-1.1: Prior to the issuance of any grading or building permits, the project applicant shall provide compensatory mitigation to offset project impacts on the ecological functions and values of the riparian corridor. Such compensatory mitigation shall be provided as follows:

- Native habitat shall be provided, on-site and/or on the Santa Clara Valley floor, at a minimum ratio of 1:1 (compensation: impact), on an acreage basis, for a total of 0.14 acres of native habitat to compensate for 0.14 acres of project impacts within the 100-foot setback. Restoration/enhancement would consist of the complete removal of non-native trees, shrubs, and vines, as well as hardscape, and the planting of native trees and shrubs appropriate for streamside areas in Santa Clara, in areas contiguous with riparian habitat or, in cases like the project site, separated from riparian habitat only by a levee. No night lighting should be present within, or should shine directly into, the mitigation area.
- Restoration/enhancement on the project site itself would be sufficient, provided that the total acreage is a single area or patch, rather than multiple small patches of native vegetation summed to meet the required areal acreage extent. In other words, to qualify, the mitigated/restored area must be contiguous, and not bisected or fragmented by other unrestored areas. Although the 24,370 square feet

of public open space that is proposed to the south of the building may contain some native trees and shrubs, and may meet some of the criteria for restored riparian habitat, it would not qualify as appropriate mitigation acreage as currently envisioned because it is currently proposed to serve primarily as a park, with features (e.g., table tennis equipment, fitness equipment, picnic tables, and lawn) that, if incorporated, would render it incompatible as mitigation habitat because they would reduce the quality of the habitat, and therefore not provide ecological functions and values equal to or exceeding those in the riparian habitat affected.

- On-site mitigation for the riparian encroachment can be achieved by revising the design of the public open space such that a 0.14-acre area immediately adjacent to the western site boundary incorporates native trees and shrubs; excluding the use of non-native grasses, forbs, shrubs, and trees; omitting any night lighting of the area used for mitigation; and concentrating high-human use areas (such as exercise equipment and picnic tables) in eastern portions of the public open space, outside the 0.14-acre area used as on-site mitigation. Restoration/enhancement that is provided must restore or augment high-quality habitat for birds, in the opinion of a qualified biologist.
    - Either on-site or off-site restoration/enhancement would need to be performed according to a *Habitat Mitigation and Monitoring Plan* that will be prepared to describe the mitigation and will contain the following components:
        - Summary of habitat impacts and proposed mitigation ratios
        - Goal of the restoration to achieve no net loss of habitat functions and values
        - Location of mitigation site(s) and description of existing site conditions
        - Mitigation design:
            - Existing and proposed site hydrology
            - Grading plan if appropriate, including bank stabilization or other site stabilization features
            - Soil amendments and other site preparation elements as appropriate
            - Planting plan
            - Irrigation and maintenance plan
            - Remedial measures and adaptive management

- Monitoring plan (including final and performance criteria, monitoring methods, data analysis, reporting requirements, and monitoring schedule). Success criteria will include quantifiable measurements of vegetation type (e.g., dominance by natives) and extent appropriate for the restoration location. At a minimum, success criteria will include the following:
    - At Year 5 post-planting, canopy closure at the mitigation site will be at least 60 percent of the canopy closure at a nearby reference site (i.e., a site supporting the same habitat type as that being established at the mitigation site).

  Monitoring methods and frequency shall be outlined in the Plan. The Plan shall include monitoring between Years 1 and 5 to document progress toward meeting the success criteria so that any necessary remedial actions can be taken to ensure that the success criteria are met. Monitoring beyond Year 5 shall be necessary if the success criteria is not met by Year 5, as monitoring is required until all success criteria defined in the Plan have been met. The Plan shall be implemented within one year prior to project impacts on riparian woodland, and it shall be implemented within one year following construction completion. In addition, a letter signed by a qualified biologist accompanying the Plan shall be submitted to and approved by the Director of Community Development prior to the issuance of any demolition, grading and building permits (whichever occurs the earliest).

With implementation of Mitigation Measures BIO(C)-1.1, encroachment of the proposed building within the 100-foot setback would be less than significant and would not result in a cumulatively considerable contribution to the impact on the riparian corridor.

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Consistent with Section 15065(a)(4) of the CEQA Guidelines, a Lead Agency shall find that a project may have a significant effect on the environment where there is substantial evidence that the project has the potential to cause substantial adverse effects on human beings, either directly or indirectly. Under this standard, a change to the physical environment that might otherwise be minor must be treated as significant if people would be significantly affected. This factor relates to adverse changes to the environment of human beings generally, and not to effects on particular individuals. While changes to the environment that could indirectly affect human beings would be

represented by all of the designated CEQA issue areas, those that could directly affect human beings include air quality, hazardous materials, and noise. Implementation of applicable regulations and policies, Conditions of Approval and mitigation measures from the PHDSP FEIR, and new mitigation identified for the proposed project would reduce the impacts to a less than significant level. No other direct or indirect adverse effects on human beings have been identified.

Section 5.0 References

The analysis in this Focused Initial Study is based on the professional judgement and expertise of the environmental specialists preparing this document, based upon review of the site, surrounding conditions, site plans, and the following references:

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Section 6.0 Lead Agency and Consultants

6.1 Lead Agency

City of Santa Clara
Community Development Department
Reena Brilliot, *Acting Director of Community Development*
Sheldon Ah Sing, *Development Review Officer*
Steve Le, *Senior Planner*
Tiffany Vien, *Associate Planner*

6.2 Consultants

David J. Powers & Associates, Inc.
Environmental Consultants and Planners
Shannon George, *Principal Project Manager*
Fiona Phung, *Project Manager*
Clare Moisan, *Researcher*
Ryan Osako, *Graphic Artist*

Archaeological/Historical Consultants
Oakland, CA
Archaeological Sensitivity

ENGEO Incorporated
San José, CA
Phase II Environmental Site Assessment

Hexagon Transportation Consultants, Inc.
San José, CA
Transportation Demand Management

HortScience | Barlett Consulting
Berkeley, CA
Arborist Report

H.T. Harvey & Associates
Los Gatos, CA
Biological Resources Report

Illingworth & Rodkin, Inc.
Cotati, CA
Air Quality and Noise and Vibration Assessment

Langan Engineering and Environmental Services, Inc.
Oakland, CA
Geotechnical Investigation

PES Environmental, Inc.
Novato, CA
Phase I Environmental Site Assessment

DRAFT

MITIGATION MONITORING AND REPORTING PROGRAM

4590 Patrick Henry Drive Residential Project

CITY OF SANTA CLARA

April 18, 2024

P R E F A C E

Section 21081 of the California Environmental Quality Act (CEQA) requires a Lead Agency to adopt a Mitigation Monitoring or Reporting Program (MMRP) whenever it approves a project for which measures have been required to mitigate or avoid significant effects on the environment. The purpose of the monitoring or reporting program is to ensure compliance with the mitigation measures during project implementation.

The Focused Initial Study concluded that implementation of the project could result in significant effects on the environment and mitigation measures were incorporated into the proposed project or are required as a condition of project approval. This MMRP addresses those measures in terms of how and when they will be implemented.

This document does *not* discuss those subjects for which the Focused Initial Study concluded that mitigation measures would not be required to reduce significant impacts.

MITIGATION MONITORING OR REPORTING PROGRAM 4590 PATRICK HENRY DRIVE RESIDENTIAL PROJECT				
Impacts	**Mitigation**	**Timeframe for Implementation**	**Responsibility for Implementation**	**Oversight of Implementation**
Biological Resources				
Impact BIO-1: Artificial lighting associated with the project could affect animals' use of the Calabazas Creek riparian corridor and result in an increase in bird collisions with the building.	**MM BIO-1.1:** The project shall implement the following measures to minimize impacts of new lighting on animal communities: • Up-lighting (i.e., lighting that project upward above the fixture) shall be avoided in the project design. All lighting shall be fully shielded to block illumination from shining upward above the fixture. If up-lighting cannot be avoided in the project design, up-lights shall be shielded and/or directed such that no luminance projects above/beyond objects at which they are directed (e.g., trees and buildings) and such that the light would not shine directly into the eyes of a bird flying above the object. • All lighting shall be directed downward and fully shielded as necessary to block illumination from shining towards Calabazas Creek to the west. This measure only pertains to lighting along the western edge of the site or lighting elsewhere that has potential to illuminate the Calabazas Creek riparian corridor.	During project operation	Project applicant	Director of Community Development
Impact BIO(C)-1: Construction and operation of the new building within the 100-foot riparian setback would result in	**MM BIO(C)-1:** Prior to the issuance of any grading or building permits, the project applicant shall provide compensatory mitigation to offset project impacts on the ecological functions and values of the riparian corridor. Such compensatory mitigation shall be provided as follows:	Prior to the issuance of any demolition, grading and building permits (whichever	Project applicant and a qualified biologist	Director of Community Development

MITIGATION MONITORING OR REPORTING PROGRAM 4590 PATRICK HENRY DRIVE RESIDENTIAL PROJECT				
Impacts	**Mitigation**	**Timeframe for Implementation**	**Responsibility for Implementation**	**Oversight of Implementation**
a cumulatively considerable contribution to the Calabazas Creek riparian corridor.	• Native habitat shall be provided, on-site and/or on the Santa Clara Valley floor, at a minimum ratio of 1:1 (compensation: impact), on an acreage basis, for a total of 0.14 acres of native habitat to compensate for 0.14 acres of project impacts within the 100-foot setback. Restoration/enhancement would consist of the complete removal of non-native trees, shrubs, and vines, as well as hardscape, and the planting of native trees and shrubs appropriate for streamside areas in Santa Clara, in areas contiguous with riparian habitat or, in cases like the project site, separated from riparian habitat only by a levee. No night lighting should be present within, or should shine directly into, the mitigation area. • Restoration/enhancement on the project site itself would be sufficient, provided that the total acreage is a single area or patch, rather than multiple small patches of native vegetation summed to meet the required areal acreage extent. In other words, to qualify, the mitigated/restored area must be contiguous, and not bisected or fragmented by other unrestored areas. Although the 24,370 square feet of public open space that is proposed to the south of the building may contain some native trees and shrubs, and may meet some of the criteria for restored riparian habitat, it would not qualify as appropriate mitigation acreage as currently envisioned because it is currently proposed to serve primarily as a park, with features (e.g., table tennis equipment, fitness equipment, picnic tables,	occurs the earliest)		

MITIGATION MONITORING OR REPORTING PROGRAM 4590 PATRICK HENRY DRIVE RESIDENTIAL PROJECT				
Impacts	**Mitigation**	**Timeframe for Implementation**	**Responsibility for Implementation**	**Oversight of Implementation**
	and lawn) that, if incorporated, would render it incompatible as mitigation habitat because they would reduce the quality of the habitat, and therefore not provide ecological functions and values equal to or exceeding those in the riparian habitat affected. • On-site mitigation for the riparian encroachment can be achieved by revising the design of the public open space such that a 0.14-acre area immediately adjacent to the western site boundary incorporates native trees and shrubs; excluding the use of non-native grasses, forbs, shrubs, and trees; omitting any night lighting of the area used for mitigation; and concentrating high-human use areas (such as exercise equipment and picnic tables) in eastern portions of the public open space, outside the 0.14-acre area used as on-site mitigation. Restoration/enhancement that is provided must restore or augment high-quality habitat for birds, in the opinion of a qualified biologist. o Either on-site or off-site restoration/enhancement would need to be performed according to a Habitat Mitigation and Monitoring Plan that will be prepared to describe the mitigation and will contain the following components: ▪ Summary of habitat impacts and proposed mitigation ratios ▪ Goal of the restoration to achieve no net loss of habitat functions and values			

MITIGATION MONITORING OR REPORTING PROGRAM 4590 PATRICK HENRY DRIVE RESIDENTIAL PROJECT				
Impacts	**Mitigation**	**Timeframe for Implementation**	**Responsibility for Implementation**	**Oversight of Implementation**
	▪ Location of mitigation site(s) and description of existing site conditions ▪ Mitigation design: • Existing and proposed site hydrology • Grading plan if appropriate, including bank stabilization or other site stabilization features • Soil amendments and other site preparation elements as appropriate • Planting plan • Irrigation and maintenance plan • Remedial measures and adaptive management o Monitoring plan (including final and performance criteria, monitoring methods, data analysis, reporting requirements, and monitoring schedule). Success criteria will include quantifiable measurements of vegetation type (e.g., dominance by natives) and extent appropriate for the restoration location. At a minimum, success criteria will include the following: ▪ At Year 5 post-planting, canopy closure at the mitigation site will be at least 60 percent of the canopy closure at a nearby reference site (i.e., a site supporting the same habitat type as that being established at the mitigation site). o Monitoring methods and frequency shall be outlined in the Plan. The Plan shall include monitoring between			

MITIGATION MONITORING OR REPORTING PROGRAM 4590 PATRICK HENRY DRIVE RESIDENTIAL PROJECT				
Impacts	**Mitigation**	**Timeframe for Implementation**	**Responsibility for Implementation**	**Oversight of Implementation**
	Years 1 and 5 to document progress toward meeting the success criteria so that any necessary remedial actions can be taken to ensure that the success criteria are met. Monitoring beyond Year 5 shall be necessary if the success criteria is not met by Year 5, as monitoring is required until all success criteria defined in the Plan have been met. The Plan shall be implemented within one year prior to project impacts on riparian woodland, and it shall be implemented within one year following construction completion. In addition, a letter signed by a qualified biologist accompanying the Plan shall be submitted to and approved by the Director of Community Development prior to the issuance of any demolition, grading and building permits (whichever occurs the earliest).			
Hazards and Hazardous Materials				
IMPACT HAZ-1: Construction of the project could expose construction workers to benzene, naphthalene, chloroform, ethylbenzene, tetrachloroethylene	**MM HAZ-1.1:** Prior to issuance of any grading permit, the project applicant shall obtain regulatory oversight from the Department of Toxic Substances Control (DTSC) or the Santa Clara County Department of Environmental Health (SCCDEH) under their Site Cleanup Program. A Site Management Plan (SMP), Removal Action Plan (RAP), or equivalent document shall be prepared under regulatory oversight and approval by a qualified environmental consultant that identifies remedial measures and/or soil management practices to ensure	Prior to issuance of any grading permit	Project applicant and qualified environmental consultant	DTSC or SCCDEH Director of Community Development

MITIGATION MONITORING OR REPORTING PROGRAM 4590 PATRICK HENRY DRIVE RESIDENTIAL PROJECT				
Impacts	**Mitigation**	**Timeframe for Implementation**	**Responsibility for Implementation**	**Oversight of Implementation**
(PCE), and trichloroethylene (TCE) which were found to exceed the San Francisco Bay Regional Water Quality Control Board (RWQCB) Soil Gas Vapor Intrusion Human Health Risk Levels.	construction worker safety. The plan and evidence of regulatory oversight shall be provided to the Director of Community Development.			
Noise and Vibration				
IMPACT NOI-1: Construction noise levels would exceed the exterior threshold of 70 dBA Leq at the nearby commercial buildings and 60 dBA Leq at the nearest residences and the existing ambient noise levels would be exceeded by more than	**MM NOI-1.1:** A temporary 12-foot tall construction noise barrier, measured above grade, shall be constructed along the northern and western property lines. The two most common construction site noise barriers are constructed of plywood or quilted noise control blankets. The noise barrier shall be solid, without cracks or gaps over its face or at the base, have a surface weight of at least two pounds per square foot (e.g., 5/8-inch plywood) or have a Sound Transmission Class (STC) rating of at least STC 20. **MM NOI-1.2:** The project applicant shall submit and implement a Construction Noise Complaint Plan that establishes protocols for receiving and logging complaints,	Prior to issuance of a demolition and/or grading permit	Project applicant and a qualified acoustical consultant	Director of Community Development

MITIGATION MONITORING OR REPORTING PROGRAM 4590 PATRICK HENRY DRIVE RESIDENTIAL PROJECT				
Impacts	**Mitigation**	**Timeframe for Implementation**	**Responsibility for Implementation**	**Oversight of Implementation**
five dBA for more than one year.	explaining how the complaint will be addressed, identifying the source(s) of the complaint, and determining and implementing the steps necessary to resolve the complaint. The contact information (including phone number and email) for the designated representatives of the project applicant or project representative and City will be determined prior to notification and included in the notification letter. The project applicant or project representative and the City shall determine how complaints are communicated, documented, and resolved. The following procedures shall be implemented in response to complaints related to construction noise: • Establish a complaint log. • Create a standardized complaint form so that critical information regarding a complaint can be documented (See Attachment 1 of Appendix G). • The designated project applicant or representative shall be responsible for responding to all complaints. • If someone other than a designated project applicant or representative or the City receives a complaint, immediately route the complaint to the designated Applicant/representative. • Receipt of the complaint shall be acknowledged to the complainant within 72 hours.			

MITIGATION MONITORING OR REPORTING PROGRAM 4590 PATRICK HENRY DRIVE RESIDENTIAL PROJECT				
Impacts	**Mitigation**	**Timeframe for Implementation**	**Responsibility for Implementation**	**Oversight of Implementation**
	• The designated project applicant or representative shall obtain information regarding the complaint and record the information on the complaint form and enter the complaint in the complaint log. • Confirm source of complaint and determine a plan for implementing corrective actions. • After implementation of corrective actions, contact complainant to determine if the issue has been resolved.			

In addition to mitigation measures listed above, there are also Conditions of Approval the project shall implement, including the following:

CONDITIONS OF APPROVAL 4590 PATRICK HENRY DRIVE RESIDENTIAL PROJECT
Vapor Intrusion Mitigation System (Non-CEQA)
• As part of the project's Site Management Plan (SMP), Removal Action Plan (RAP), or equivalent document, the project applicant shall design and install a vapor intrusion mitigation system (VIMS) consistent with design specifications by equipment manufacturers, local permit conditions and regulations, and relevant industry standards to ensure that future residents would not be exposed to volatile organic compounds. The VIMS design package shall be submitted to the Department of Toxic Substances Control (DTSC) or the Santa Clara County Department of Environmental Health (SCCDEH) for review and approval prior to the issuance of building permits. The approved VIMS shall be included on all building permit documents. In addition, the project applicant shall prepare an Operation, Maintenance, and Monitoring (OM&M) plan which shall also include a contingency plan in the event that the VIMS is not working as designed.

Source: City of Santa Clara. *Focused Initial Study for the 4590 Patrick Henry Drive Residential Project.* April 2024.

Responses to Focused Initial Study Comments

4590 Patrick Henry Drive Residential Project

File Nos. PLN23-00290/PLN24-00310

prepared by

CITY OF SANTA CLARA CALIFORNIA
1852
THE MISSION CITY

In Consultation with

DAVID J. POWERS & ASSOCIATES, INC.
ENVIRONMENTAL CONSULTANTS & PLANNERS

October 2024

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Attachment A: Draft IS/MND Comment Letters

Section 1.0 Introduction

The Initial Study/Mitigated Negative Declaration (IS/MND) for the 4590 Patrick Henry Drive Residential Project was prepared in compliance with the requirements of the California Environmental Quality Act (CEQA). The 30-day public circulation period for the Draft IS/MND started April 26, 2024 and ended May 26, 2024. The following pages contain responses to comments submitted by agencies, organizations, and individuals during the Draft IS/MND public review period. Copies of the comment letters are attached to this document in Attachment A.

Pursuant to CEQA Guidelines §15073.5, the recirculation of the MND is required when the document must be "substantially revised" after public notice of its availability. A "substantial revision" is defined as:

(1) A new, avoidable significant effect is identified and mitigation measures or project revisions must be added in order to reduce the effect to insignificance; or
(2) The lead agency determines that the proposed mitigation measures or project revisions will not reduce potential effects to less than significance and new measures or revisions must be required.

CEQA does not require formal responses to comments on a Draft IS/MND and the decision-making body shall adopt the proposed MND only if it finds on the basis of the whole record before it, that there is no substantial evidence that the project will have a significant effect on the environment and the MND reflects the lead agency's independent judgment and analysis [CEQA Guidelines §15074(b)].

Section 2.0 Responses to Comments Received on Draft IS/MND

Comments are organized under headings containing the source of the letter and its date. The specific comments from each of the letters and/or emails are presented, with each response to that specific comment directly following. Copies of the letters and emails received by the City of Santa Clara are included in their entirety in Attachment A of this document. Comments received on the Draft IS/MND are listed below.

Comment Letter and Commenter **Page of Response**

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Organizations, Businesses, and Individuals 6

B. Lakewood Village Neighborhood Association (date May 4, 2024) 6

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Regional and Local Agencies

A. City of Sunnyvale (May 16, 2024)

Comment A.1: Thank you for allowing the City of Sunnyvale to provide comments on the 4590 Patrick Henry Drive Residential Project Notice of Intent (NOI) to Adopt a Mitigated Negative Declaration. Comments concerning Transportation related to the project are as follows:

1) Based on the existing and proposed land uses, we believe that this project will trigger a Congestion Management Program (CMP) requirement and a Traffic Impact Analysis (TIA) would be required. City of Sunnyvale would like to review the scope for the TIA.

2) Although intersection level of service is no longer a CEQA requirement, the City of Sunnyvale requests City of Santa Clara to evaluate intersections operationally in Sunnyvale using criteria per the VTA TIA Guidelines as a basis. Accordingly, City of Sunnyvale and CMP intersections with ten or more project trips per lane added to any intersection movement should be analyzed. Traffic conditions at the study intersections are typically conducted during the AM (7-10) and PM (4-7) peak hours under existing and future analysis scenarios.

3) Corridor analysis should include Tasman Drive and Lawrence Expressway. The Tasman corridor analysis should cover potential traffic congestion and associated impacts on emergency service access to Sunnyvale neighborhoods. For example, the mobile home park located to the west of Patrick Henry Drive has a single access off of Tasman Drive. Consequently, congestion on Tasman Drive could severely impact access to this mobile home park including access of emergency vehicles.

4) The project site is located near the easterly boundary of the City of Sunnyvale. Relevant approved projects within Sunnyvale and other neighboring jurisdictions need to be included in the study estimates of the Background traffic volumes. This is consistent with the CMP TIA Guidelines. Similarly, pending projects and/or the application of an annual growth rate need to be incorporated in the Cumulative traffic volume estimates in order to reflect the growth in both the local and regional traffic. A current list of approved and pending development projects in the City of Sunnyvale can be supplied upon request.

5) Since this project is just west of the Levi's Stadium, a game day scenario should be included in the analysis.

6) Evaluation of the alternative modes of transportation should be included in this project's traffic analysis. The VTA CMP Guidelines indicate that traffic analysis must include transit facilities in terms of transit service availability, transit capacity relative to the increased demand, impact of increased traffic delays on the service, and the need for transit access improvements. According to the CMP Guidelines, the traffic analysis must also evaluate bicycle and pedestrian facilities in terms of their availability, project effects on future bike/pedestrian plans, and

improvements proposed by the project. Maps and information on existing and planned bicycle facilities within Sunnyvale can be supplied upon request.

7) The TIA should identify the individual and cumulative project operational impacts on Sunnyvale facilities, along with associated feasible improvements. It is important to also include the project's full/pro-rata share financial contributions towards the implementation of these improvements to bring the roadways back to acceptable or no-project operational level of service.

8) The Valley Transportation Plan (VTP) on the VTA web site contains a list of regional improvements which shall be included in the cumulative conditions. Similarly, local improvements within the City of Sunnyvale that are already identified in the City's Capital Improvement Program (CIP) and/or in the Sunnyvale Traffic Impact Fee Study shall be included in the cumulative analysis. When utilizing regional and local road improvements as project mitigations, please clarify construction schedule of these improvements relative to the schedule of the development completion.

9) The proposed project is significant in size and is expected to affect the Sunnyvale street system. Following to the CMP guidelines, the City of Sunnyvale is requesting to review the draft TIA report.

Response A.1: The Patrick Henry Drive Specific Plan (PHDSP) provides a program-level environmental review for the PHDSP area, while allowing for specific development projects in the area to tier from the Final Environmental Impact Report (FEIR) and focus on issues that would be specific to a given project and site location. The Draft IS/MND tiers from the PHDSP FEIR and provides site specific analysis for the project. As discussed on page 15 of the Draft IS/MND, traffic generated by the project was already accounted for and would be similar to what was already analyzed in the PHDSP FEIR. Therefore, a Traffic Impact Analysis (TIA) was not prepared for the project. This comment does not raise any issues about the adequacy of the Draft IS/MND. Therefore, no further response is required.

Comment A.2:

10) We would like City of Santa Clara to implement improvements as described in the Tasman Corridor Streets study as prepared by VTA, Cities of Sunnyvale, Santa Clara, San Jose, and Milpitas as part of the 4590 Patrick Henry Drive Project.

11) Impacts to County of Santa Clara facilities should be improved based on projects listed in the County Expressway Planning Study.

Thank you for the opportunity to provide feedback on the NOI to Adopt a Mitigated Negative Declaration for this significant project. We look forward to personally discussing transportation

related matters in the near future, as well as other meeting opportunities at key points of the project planning.

Please do not hesitate to contact me if you have any questions regarding my comments. You can reach me by email at ltsang@sunnyvale.ca.gov or by phone at 408-730-7556.

Response A.2: As discussed in the PHDSP, projects proposed under the PHDSP would be required to pay a PHDSP Infrastructure Impact Fee which will focus on infrastructure improvements including on-site roadway facilities. The City will design and construct projects in phases in the City of Santa Clara as described in the Tasman Corridor Complete Streets Study. Design for the first phase of projects will begin in fiscal year 2025-26. This comment does not raise any issues about the adequacy of the Draft IS/MND. No further response is required.

Organizations, Businesses, and Individuals

B. Lakewood Village Neighborhood Association (date May 4, 2024)

Comment B.1: We are writing to express our extreme displeasure with the prospect of an eight-story monstrosity of an apartment building to be build at 4590 Patrick Henry adjacent to our neighborhood, Lakewood Village, which predominantly is comprised of single-story single-family homes. In this project's own plans in section 4.2.1.3 Heights, Edges, and Transitions, they indicate they will "Use height restrictions and building setbacks along the Calabazas Creek to ensure a more gradual transition between the single-family residential neighborhoods in the City of Sunnyvale", however the proposed plans don't do that in the least. We are the President and Secretary of Lakewood Village Neighborhood Association representing over 1600 homes and have had a number of residents complain to us about this proposed project.

We request that this complex not be allowed to exceed four stories so as to make it a bit more palatable transition to our neighborhood and not have apartments towering over our neighborhood peering into our backyards and windows as much. Hopefully that would also decrease the effects on the wildlife that currently resides in our creek as well. It's bad enough that we have the bright lights of Levi's Stadium shining directly into our neighborhood on a regular basis and we ask that you consider how negatively this will impact our neighborhood and modify the height.

> **Response B.1:** The section referenced in the comment is from the PHDSP. The project has two General Plan designations: *Urban Village* (UV) and *Parks and Open Space* (P/OS). As discussed on page 54 of the PHDSP, development in the UV would range from five to 12 stories with a residential density ranging from 100 to 149 dwelling units per acre (du/ac). The proposed project would be eight stories tall with a density of 127 du/ac which is consistent with the General Plan UV designation. The project would be subject to the PHDSP design standards and guidelines. This comment does not raise any issues about the adequacy of the Draft IS/MND. Therefore, no further response is required.

C. John C. Gordon (May 7, 2024)

Comment C.1: I am writing in regard to and in objection of the 4590 Patrick Henry Drive Residential Project. I believe that there should be no residences built on the Calabazas Creek side of Patrick Henry Drive, at all.

The City of Santa Clara has approved many residential projects along Tasman recently, many are under construction. We have seen multiple proposals for the old Rolm site, all which have thousands of new residents coming to the area. Your letter states that this project "will not have a significant effect on the environment", but I say that having more residents, more vehicles, more noise from the construction is definitely a "significant impact".

I live in the Adobe Wells Mobilehome Community, just across the creek in Sunnyvale. Even though the tower is not directly across the creek, no one here wants any eight-story buildings looming over the neighborhood. If the business buildings along the creek can be maintained however, they would prove as an "environmental buffer" off sorts from the unsightly towers that Santa Clara Planners seems to want to build again and again.

Santa Clara Planning relentlessly approves and builds projects that impact the surrounding cities such as Sunnyvale and San Jose, without regard. All of the new and proposed residences in the immediate area will overwhelm already overused streets such as Tasman and Great America, to feed into the extremely overused 101 and 237 freeways. I would be happy to propose to the City of Sunnyvale to permanently block Tasman Drive and Old Mountain View-Alviso Road at the Santa Clara border, to keep the impacts of their bad decisions out of our city.

I and my neighbors stand in opposition to the demolition of the existing industrial building and replacing it with any residential structures.

> **Response C.1:** As discussed in Response A.1, the PHDSP provides a program-level environmental review for the PHDSP area, while allowing for specific development projects in the area, including the proposed project, to tier from the FEIR and focus on issues that would be specific to a given project and site location. As shown on Figure 4.3A of the PHDSP, residential development is allowed along Calabazas Creek.
>
> As discussed on page 15 of the Draft IS/MND, traffic generated by the project was already accounted for in the PHDSP FEIR. Project construction would exceed the exterior threshold of 70 dBA Leq at the nearby commercial buildings and 60 dBA Leq at the nearest residences and the existing ambient noise levels would be exceeded by more than five dBA for more than one year. In addition to Mitigation Measures 13-1 (1 through 6), the project would be required to implement Mitigation Measures NOI-1.1 and NOI-1.2 to reduce project impacts from construction noise to a less than significant level. This comment does not raise any issues about the adequacy of the Draft IS/MND. Therefore, no further response is required.

D. Holland & Knight (May 26, 2024)

Comment D.1: This firm represents 4590 Patrick Henry LLC (the "Applicant") in connection with its application to construct 284 multifamily residential units in a housing development project (the "Project") at 4590 Patrick Henry Drive (the "Property") within the Patrick Henry Drive Specific Plan ("PHDSP") area in Santa Clara (the "City"). On March 22, 2022, to comply with the California Environmental Quality Act ("CEQA"), the City certified the PHDSP Final Environmental Impact Report (FEIR) and approved the PHDSP project. The intent and purpose of the PHDSP FEIR was to provide program-level environmental review for the PHDSP, while allowing for specific development projects that would implement the PHDSP to tier from the FEIR to avoid redundant environmental review, and focusing only on those issues that would be specific to a given project

and site location. Thus, the City prepared a "Focused Initial Study" to study the Project's specific impacts, which the document also describes as an addendum to the FEIR (the "FIS/Addendum").

The Applicant provides the following comments on the FIS/Addendum, which are divided into two sections. First, we provide documentation regarding the economic and practical infeasibility of Mitigation Measure Bio(C)-1.1, as well as its too-broad scope, and we make a request for the City to amend the mitigation measure and/or work with the Applicant to ensure the Project will maintain its park fee credit. Second, we request minor revisions to the FIS/Addendum.

> **Response D.1:** The commenter has correctly summarized the intent of the PHDSP FEIR. As of August 2024, the City and applicant have agreed on revisions to the park to address mitigation measure BIO(C)-1.1 with consideration of the mitigation area, vegetation, lighting, and allowed activity. The applicant's request related to how park fee credits are calculated under the City's Parkland Dedication Ordinance is not a CEQA comment. Regarding the proposed mitigation, the applicant has been unable to secure mitigation off-site and the City has agreed to accept the applicant's mitigation obligation in the public park. As noted by the commenter below (Comment D.3), the park will be encumbered with an ongoing mitigation obligation, which conflicts with the applicant's obligation under the Parkland Dedication Ordinance to dedicate unencumbered park land. Given this concession, no additional park credit will be provided to the applicant under the Parkland Dedication Ordinance. Refer to Responses D.3 and D.4 for a response to Mitigation Measure BIO(C)-1.1.
>
> The document is a Focused Initial Study and not an Addendum. Refer to Section 3.0 Draft IS/MND Text Revisions for the text edit. This text change does not provide new information that would change the project's impact, provide new information that would require additional analysis or result in new significant impacts

Comment D.2: 1. Infeasibility and Too-Broad Scope of Mitigation Measure Bio(C)-1.1

Calabazas Creek is a concrete channel approximately 95 feet west of the Project site boundary. Under threshold b) of the Biological Resources analysis, the FIS/Addendum explains that in the PHDSP FEIR, the Creek was identified as only "marginally suitable" riparian habitat. Therefore, the FEIR did not address impacts such as shading or encroachment from future projects, which are permitted at up to 12 stories along the Creek. However, Project-specific site visits in August and September of 2023 detected more significant vegetation along the channel than had been there when the PHDSP FEIR was prepared in 2019.

A 0.14 acre portion of the Project building would encroach within 100 feet of the Creek. This 0.14 acre area is already occupied by concrete with parking spaces in the current condition. Further, the City does not have an applicable Creek buffer policy – rather ,the FIS/Addendum assumes that a 100-foot setback is appropriate to study CEQA impacts, based on San Jose and Santa Clara Valley

Habitat Plan policies.[1] There is no detailed analysis of whether the Creek needs the same buffer to avoid CEQA impacts, or whether a lesser buffer could be appropriate for CEQA purposes.

> **Response D.2:** As stated by the commenter, the project would encroach within 0.14 acres of the 100-foot setback area and the City of Santa Clara does not have a riparian buffer policy nor does the PHDSP include buffer standards and guidelines. Based on other riparian policies in the region, the moderate quality of riparian habitat, and native bird community presence at this location, H.T. Harvey & Associates (HTH) determined that a 100-foot setback is appropriate to maintain suitable riparian functions and values (refer to page 45 of the Draft IS/MND and page 27 of Appendix C of the Draft IS/MND).

Comment D.3: The FIS/Addendum concludes that some birds may collide with this portion of the building or may avoid the area. Further, the Project is 86 feet tall to the top of the parapet, and it would shade some riparian habitat during the early morning, but this "shading would *not* result in a substantial adverse effect on the health of the riparian vegetation."[2] Rather, there will be "ample direct sunlight available to the riparian corridor throughout most of the day," and *none* of the habitat would be lost.[3] Further, the "existing riparian habitat adjacent to the project is of moderate quality (as opposed to high quality) and is not expected to attract a large number of birds"[4] to begin with, making the potential impact on birds from the 0.14 acre encroachment into the 100-foot assumed-appropriate buffer area more remote.

Because of the moderate quality of the habitat, the already lowered potential for birds to use the area, and the fact that the Project would not harm the health of the vegetation with its shading effects, the FIS/Addendum concludes that the Project alone would not have a significant impact on riparian habitat, and no mitigation is required for the Project.[5] However, the technical report and the FIS/Addendum then conclude that a potentially significant cumulative impact would occur, and that mitigation is necessary.

Mitigation Measure Bio(C)-1.1 requires that the Applicant provide a native habitat area either on-site or elsewhere on the Santa Clara Valley floor, at a minimum ratio of 1:1 to compensate for the *entire* 0.14 acre area that is within 100 feet of the creek (even though the FIS/Addendum concludes that *none* of the 0.14 acre within the Creek setback would be lost as habitat, and the vegetation would not be lost). The measure requires that this area be void of non-native trees, shrubs, and vines, as well as hardscape, and that native trees and shrubs be planted that are appropriate for streamside areas in Santa Clara. The area must also be either contiguous with riparian habitat, or separated from it only by a levee. No lighting is allowed within, or shining directly into the area.[6]

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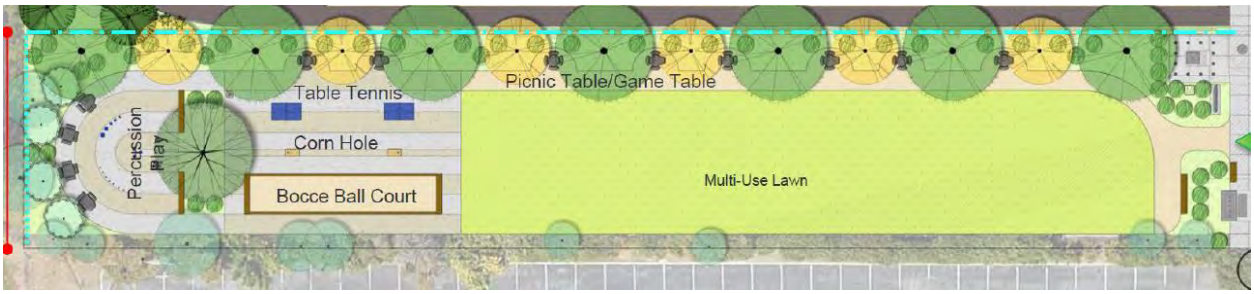
[1] FIS/Addendum Appendix C, page 27.
[2] FIS/Addendum, page 45.
[3] FIS/Addendum Appendix C, page 26.
[4] FIS/Addendum, page 46.
[5] FIS/Addendum, pages 45-47.
[6] FIS/Addendum Mitigation Monitoring and Reporting Program, pages 1-2.

The Applicant has investigated the offsite mitigation option extensively, and has not located any land that would qualify. There are no mitigation land banks in the Santa Clara Valley. The Applicant also does not control other qualifying land in the Santa Clara Valley, and it is not feasible to convince another private landowner to encumber their land with an ongoing mitigation obligation, particularly with the further limiting factor that the land must be contiguous with riparian habitat, or separated from it only by a levee.

> **Response D.3:** The commenter is correct that the project, by itself, would have a less than significant impact on the riparian corridor. Appendix C of the Draft IS/MND, prepared by the City's biological consultant, concluded that encroachment of the project within the 100-foot riparian setback would result in a considerable contribution to significant cumulative impacts on the functions and values of remaining riparian habitat in the City and along streams on the Santa Clara Valley floor without mitigation. As a result, mitigation is required consistent with CEQA. If there is no feasible mitigation, then the Focused Initial Study is no longer a valid option for CEQA compliance, and a Supplemental Environmental Impact Report (EIR) would be required. A Supplemental EIR would provide the decision-makers with the option to adopt overriding considerations, should they make supportable findings that the benefits of the project outweigh the impacts.

Comment D.4: The Applicant has also explored the onsite mitigation option, and discussed it with City staff. The mitigation measure indicates that the portion of the Project site on the western edge of the proposed public park would be sufficient for this purpose, but that in order to qualify, the currently planned "high-human use areas (such as exercise equipment and picnic tables)" would need to be moved to the east, out of the 0.14 acre area.[7] For reference, the current design is as follows:



The features of the 0.555 acre park include:

- A lawn area for frisbee, stretching, yoga or quiet enjoyment
- Table tennis
- A pedestrian pathway around the park for walking or jogging
- Bocce court
- Cornhole games

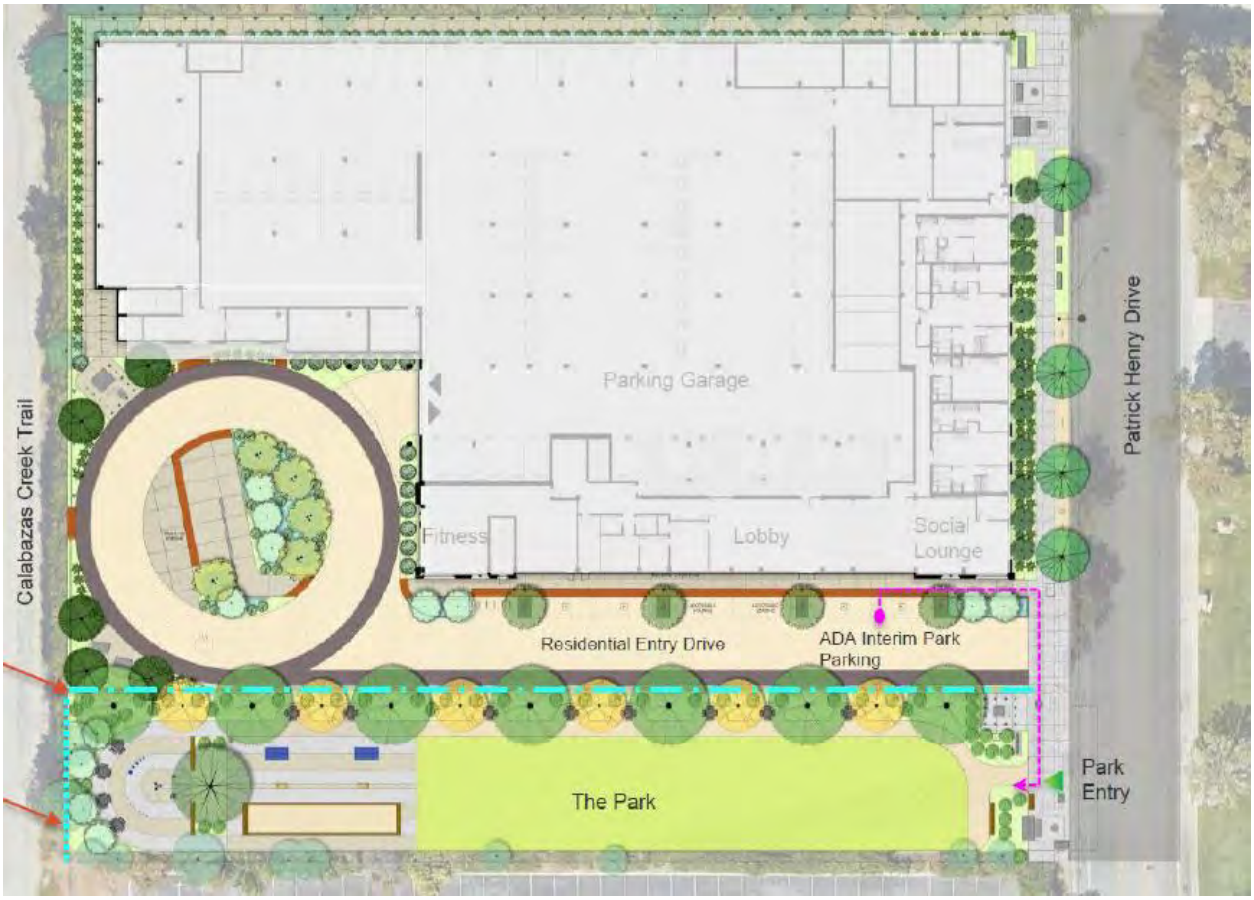
[7] FIS/Addendum Mitigation Monitoring and Reporting Program, pages 2-3.

- Picnic and game tables (for chess etc.) around the lawn and pathways tucked under shade trees
- A musical instrument area designed as an activity that is accessible for "all ages and abilities"
- Shade trees
- Benches

The Applicant has determined that redesigning the park as described in the mitigation measure is feasible from a practical perspective. The active areas could be shifted further east while maintaining all of the park's above-described features, and the western portion planted as required by the measure. The proposed park would not be open at night, so the no-lighting requirement is likewise not an issue. However, the Parks Department in particular has expressed that if the active elements are moved into the planned "lawn" portion of the park on the eastern side, the lawn would likely no longer qualify as such and the Project may therefore lose its fee credit for dedicating the park to the public, either for the 0.14 acre area or for the *entire* park. The impact of losing park fee credit is as follows:

- Current Park Fee = $8,240,564
- If no credit for 0.14 acre mitigation area = $8,916,764 ($676,200 added)
- If no credit for entire 0.555 park = $10,680,956 ($2.44 million added)

Because dedicating the park is a requirement of the PHDSP, these costs would not be offset by an ability to reabsorb the park area into the Project, but rather would be additive to the cost of providing a public park. The Applicant would be both paying to provide an on-site public park, *and* paying a full park fee, in addition to absorbing the loss of the development area taken up by the park. The Project site is also constrained by a turnaround for emergency vehicles, as follows:



Likewise, the Applicant has designed the Project to be as dense as possible given the high cost of construction, and cannot increase the height of the Project to offset any further costs because doing so would move the Project into a different and much costlier construction type. **The Project cannot sustain these additional costs in addition to these considerations, and the mitigation measure is therefore both practically infeasible (for the off-site option) and economically infeasible (for the on-site option) as written, unless the City and the Applicant can work further together to maintain the Project's park fee credit.**

Response D.4: The applicant's request for additional park fee credits under the City's Parkland Dedication Ordinance is not a CEQA comment. As of September 2024, the City of Santa Clara and the applicant have come to an agreement to accept the applicant's mitigation obligation in the public park because the applicant has been unable to secure mitigation off-site. As discussed in Mitigation Measure BIO(C)-1.1, on-site mitigation for the riparian encroachment can be achieved by revising the proposed public park design such that a 0.14-acre area (immediately adjacent to the western site boundary) incorporates native trees and shrubs, there is no night lighting, and high-human use areas are concentrated on the eastern portion of the proposed open space area (outside the 0.14-acre mitigation area). Refer to pages 130 to 132 of the Draft IS/MND for the full mitigation language. The applicant proposes to redesign the public park in compliance with Mitigation Measure BIO(C)-1.1. Redesign of the proposed public park would not require

additional analysis or result in new significant impacts.

If the mitigation measure is determined to be infeasible, as indicated by the commenter, then the project cannot proceed with the Initial Study and a Supplemental EIR must be prepared.

Comment D.5: In addition to the infeasibility of the mitigation measure, we question whether it is appropriate to conclude that the Project will cause a cumulatively considerable impact, and to require the entire 0.14 acre that is shaded be replaced, with the requirement for no active uses to be present in the mitigation area.

The biological resource technical report indicates that the cumulative impact rises "due to the link of impacts from *past*, current, and reasonably foreseeable future projects in the region."[8] However, it is not always appropriate to incorporate the impacts of past projects, which have already altered the environment, already been studied, and already had mitigation applied to them as appropriate. The condition of Calabazas Creek may be more appropriately understood as an existing environmental condition, which is necessarily already taken account of in the PHDSP FEIR and the Project's FIS/Addendum, therefore obviating the need for a separate analysis of the effects of past projects. *City of Long Beach v. Los Angeles Unified Sch. Dist.* (2009) 176 CA4th 889. The impacts of past projects should only be considered to the extent such information is relevant to an understanding of the impacts of the Project considered cumulatively with other pending and future projects, and the discussion "should be guided by the standards of practicality and reasonableness." *Environmental Protection Info Ctr. V. Dept. of Forestry & Fire Protection* (2008) 44 C4th 459, 525.

Response D.5: As discussed on page 39 of Appendix C of the Draft IS/MND, future development activities in the City will result in impacts on the same habitat types and species that would be affected by the proposed project. The proposed project, in combination with other projects in the area could contribute to cumulative effects on special-status species.

It is within the purview of the commenter to commission their own analysis by a qualified biological consultant that would either support or refute the conclusions of the City. If, however, there is a disagreement among experts, the Initial Study would no longer be the appropriate level of CEQA review due to the Fair Argument Standard. A Supplemental EIR would need to be prepared so both conclusions could be included in the public record and be given equal consideration by the decision-making body.

Comment D.6: Further, requiring the replacement of the entire 0.14 acre without allowing any active human uses in the area, does not take into account that the Project's contribution to a regionally cumulative impact is incremental in nature, and that the riparian habitat's existing

[8] FIS/Addendum Appendix C, page 29.

condition is only moderate to begin with. Further, the FIS/Addendum concludes that the Project's shading impact would be *extremely limited*, and there is still "ample" sunlight during the remainder of the day such that the vegetation will not be damaged and the habitat will maintain its usefulness. Rather than requiring that the entire 0.14 acre be replaced at a 1:1 ratio, the mitigation measure could:

- Require a reduced ratio; and/or
- Allow active uses in the on-site mitigation area, which could be found to "achieve no net loss of habitat functions and values"[9] due to the extremely limited impact the Project is having individually and the incremental nature of the Project's contribution to a regionally cumulative impact, and the already degraded quality of the habit that would be shaded.

Response D.6: While the proposed project, by itself, would result in a less than significant impact on the riparian corridor, the proposed building would encroach within approximately 0.14 acres of the 100-foot riparian setback. HTH concluded that the project's contribution to cumulative impacts due to riparian encroachment would be considerable as it represents a new type of development that would have a greater impact on the riparian corridor compared to existing conditions.

As discussed in Response D.4, the City of Santa Clara and the applicant have come to an agreement to accept the applicant's mitigation obligation in the public park because the applicant has been unable to secure mitigation off-site. The proposed park would be redesigned to comply with Mitigation Measure BIO(C)-1.1. Redesign of the proposed park would not require additional analysis or result in new significant impacts.

Comment D.7: For all of the above reasons, the Applicant hereby requests that the City revise Mitigation Measure Bio(C)-1.1 in consultation with the Applicant and the City's environmental consultant, to ensure that the measure's scope is appropriate and that the requirements are feasible. With regard to feasibility, the Applicant hereby requests that the City work with the Applicant to revise the proposed public park to meet the Project's mitigation needs while maintaining park fee credit.

Response D.7: Refer to Responses D.3 and D.4.

Comment D.8: 2. Requests for Minor Revisions

In Section 2.4, page 3: The word "eastern" should be replaced with "western."

In Section 2.7, page 3: Given that this section indicates it will include all approvals and the relevant "agreements," we recommend adding the Vesting Tentative Map, the affordable housing regulatory agreement, and the park agreement

[9] FIS/Addendum Mitigation Monitoring and Reporting Program, page 3.

Figures 3.04 and 3.0-5: There are more current versions to replace these with, which the Applicant is enclosing if needed. Please check other figures as well.

Section 4.2.2.1, page 21: The technical report in Appendix A indicates that the analysis relies on the 2022 updates, not the May 2017 guidelines. Update as needed to make correct/consistent (and if 2017 guidelines were relied on, explain why 2022 updates were not more appropriate).

> **Response D.8:** The comment provides text corrections and current versions of the site plan and elevation to the Draft IS/MND. Refer to Section 3.0 Draft IS/MND Text Revisions. The requested text changes and updated graphics do not provide new information that would change the project's impact, provide new information that would require additional analysis or result in new significant impacts or mitigation measures than those analyzed and disclosed in the Draft IS/MND and associated appendices, or present new information that would require recirculation of the Draft IS/MND.

Comment D.9: Section 4.4.2.2 significance threshold d, pages 61-62: This discussion indicates that the Applicant must contract with an archaeologist/Tamien Nation representative. However, it is not clear that this is required. Rather, FEIR Mitigation Measure 7-2 first requires contact with CHRIS. The Applicant would like to know whether the City's consultant has contacted CHRIS to determine whether the site is in a sensitive area, which is the only circumstance that requires a subsequent contract with an archeologist/Tamien Nation representative. The discussion on page 61-62 should be clarified to indicate whether the CHRIS contact has occurred, and if not the MMRP should be made more clear about when this must be conducted.

Section 4.9.2.2 significance threshold c, page 126: This analysis indicates that no project would be "approved" until the City determines that sufficient sewer capacity exists. It appears that this should be clarified to indicate that such determination must be made prior to issuance of a building permit, not the land use entitlement, as is indicated earlier in this chapter.

References: Please add the arborist report to the references section.

Thank you for your attention to this matter.

> **Response D.9:** The mitigation mentioned above is mitigation included as part of the PHDSP FEIR. A record search was completed at the Northwest Information Center (NWIC) of the California Historical Resources Information System (CHRIS). The results of the search are included as part of the Archaeological Sensitivity Assessment and a copy of the assessment is on file with the City of Santa Clara, Community Development Department as mentioned on page 50 of the Draft IS/MND.

Pages 18-30 of the PHDSP FEIR states, "As standard conditions of approval, each individual project would need to provide sanitary sewer information to the City. No project would be approved by the City until the City determines that sufficient sewer capacity exists". The Draft IS/MND is consistent with the PHDSP FEIR in stating that the project cannot be approved until sewer capacity is determined by the City. The PHDSP FEIR does not allow for alternative timing of compliance with this condition.

The Arborist Report reference is added to Section 3.0 Draft IS/MND Text Revisions. This comment does not raise any issues about the adequacy of the Draft IS/MND. Therefore, no further response is required.

E. Sarah Jackett (letter not dated)

Comment E.1: I am a Sunnyvale resident who lives in Lakewood Village, right behind Calabazas Creek, along the boundary between Sunnyvale and Santa Clara. I am writing on behalf of many of my neighbors, who have all signed the attached petition **requesting that the City of Santa Clara and project developers reduce the height of the proposed Patrick Henry Drive Project buildings along Calabazas Creek.** The buildings right in our backyards, along the creek, have unfortunately been zoned to be constructed as high as 12 stories.

The building proposed for 4590 Patrick Henry Drive is scheduled for 8 stories, an incredibly tall building considering the surrounding neighborhood.

Neighbors in Lakewood Village are concerned about the impact of heavy construction noise for several years, major traffic implications, buildings that will look down into our backyards, flooding implications, (Manzano Way regularly floods during storms), and the environmental impact to wildlife in the creek.

Response E.1: As discussed in Response B.1, parcels designated as UV are allowed to construct buildings ranging from five to 12 stories. The project would be eight stories tall which is consistent with the UV designation. Construction of the project would occur over a period of 27 months and the project includes mitigation to reduce construction noise (refer to pages 112 to 115 of the Draft IS/MND). As discussed in the Draft IS/MND on page 96, the site is located in Flood Zone X, an area that is not subject to a 100-year flood hazard. The PHDSP FEIR concluded that build out of the PHDSP could threaten or endanger habitat for special-status plants and species. A project-specific Biological Resources Report was prepared for the project site which describes the project's impacts on sensitive biological resources (refer to Appendix C of the Draft IS/MND for more information). This comment does not raise any issues about the adequacy of the Draft IS/MND. Therefore, no further response is required.

Comment E.2: The plans for this development indicated that more would be done to respect the existing neighborhood, but that is clearly not the case:

> *"Ensure building heights respect and respond to the character of areas adjacent to the Patrick Henry Drive Specific Plan Area while accommodating high-density development. Locate the tallest buildings in the interior of the PHD Specific Plan Area so that the overall scale of the area decreases as it approaches the PHD Specific Plan Area edges.*
>
> *Use height restrictions and building stepbacks along the Calabazas Creek to ensure a more gradual transition between the single-family residential neighborhoods in the City of Sunnyvale."*

Response E.2: As discussed in Response B.1, the project is consistent with the General Plan UV designation and would be subject to the PHDSP design standards and guidelines. This comment does not raise any issues about the adequacy of the Draft IS/MND. Therefore, no further response is required.

Comment E.3: The impact of these proposed buildings is truly upsetting to the Lakewood Village neighborhood. Our neighborhood has already been generous to the City of Santa Clara, dealing with the increased traffic due to games and concerts at Levi's Stadium (Manzano Way sees many cars parking up and down our street during those events, due to the footbridge that people cross to walk to the stadium). Folks in the neighborhood who have been here since the 1950s, and never protested anything, have signed their names to our petition. To be clear, we don't want to stop the development, but it seems reasonable that the size of the buildings could be lowered considerably and still provide for plenty of increased housing.

We have several representatives who are willing to sit down with the City and developers to work out more reasonable plans that will benefit both the City of Santa Clara and its Sunnyvale neighbors.

- Some of our requests:
  - Lower the buildings along Calabazas Creek to a height of no more than 4 stories.
  - Position the park areas along the creek, behind the buildings, so as to provide more buffer between the neighborhood and the development.
  - Do not allow weekend construction on buildings along the creek.

We look forward to speaking with you on this matter. Thank you for your time!

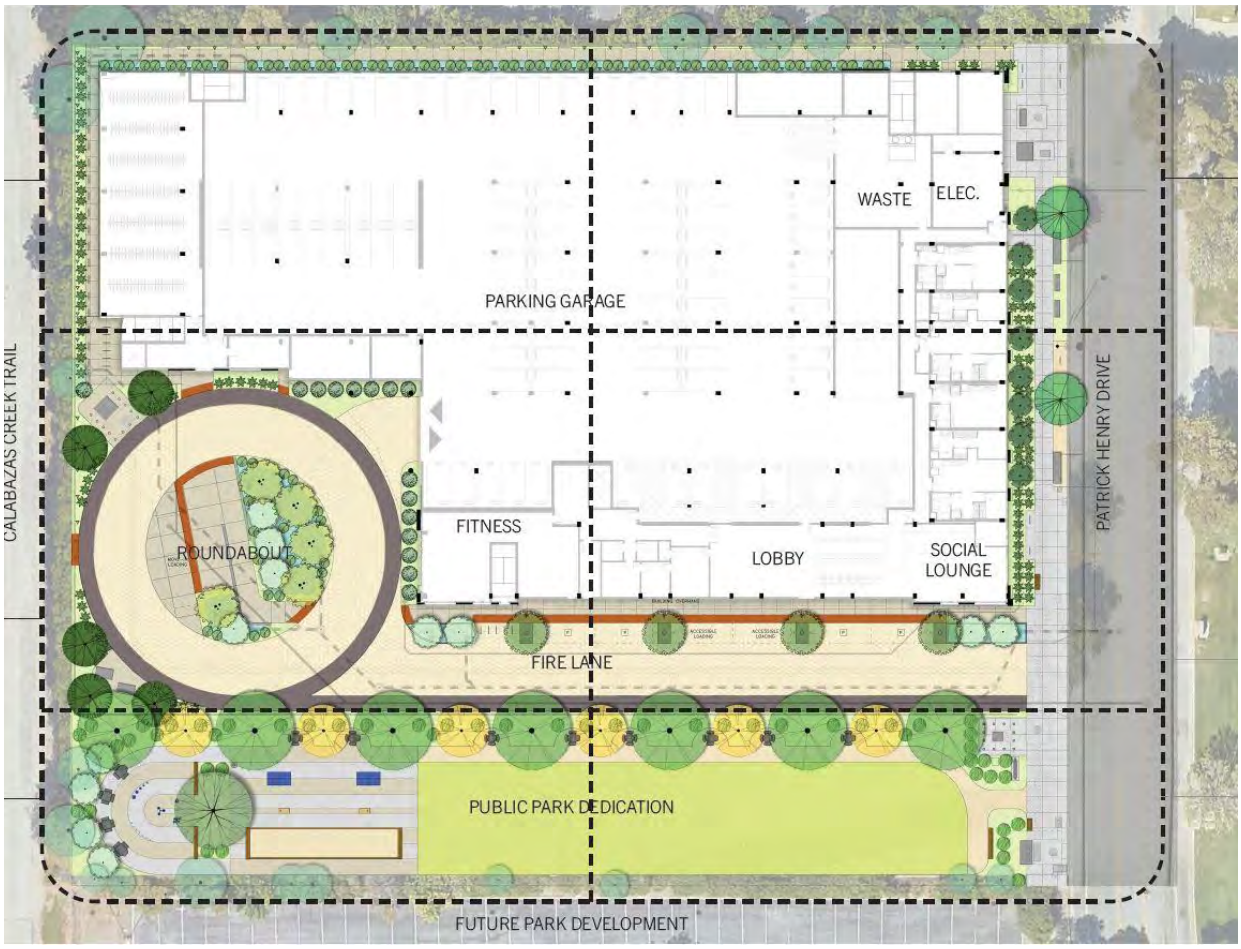
Response E.3: As discussed in Responses A.1 and C.1, the PHDSP provides a program-level environmental review for the PHDSP area, while allowing for specific development projects in the area, including the proposed project, to tier from the PHDSP FEIR and focus on issues that would be specific to a given project and site location. As mentioned previously, the proposed project would be eight stories tall with a density of 127 du/ac which is consistent with the General Plan UV

designation. As stated on page 11, Section 3.1.6 of the Draft IS/MND, the proposed construction hours would be Monday to Friday, 7:00 AM to 5:00 PM. No weekend construction is proposed. This comment does not raise any issues about the adequacy of the Draft IS/MND. Therefore, no further response is required.

Section 3.0 Draft IS/MND Text Revisions

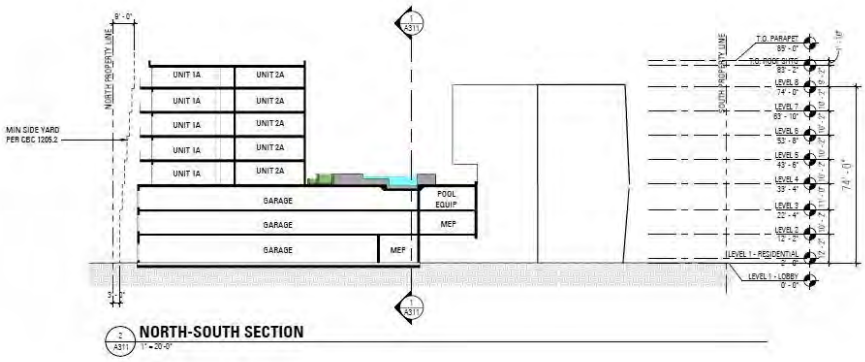
This section contains revisions to the text of the 4590 Patrick Henry Drive Residential Project Draft IS/MND dated April 2024. Revised or new language is underlined. All deletions are shown with a ~~line through the text~~.

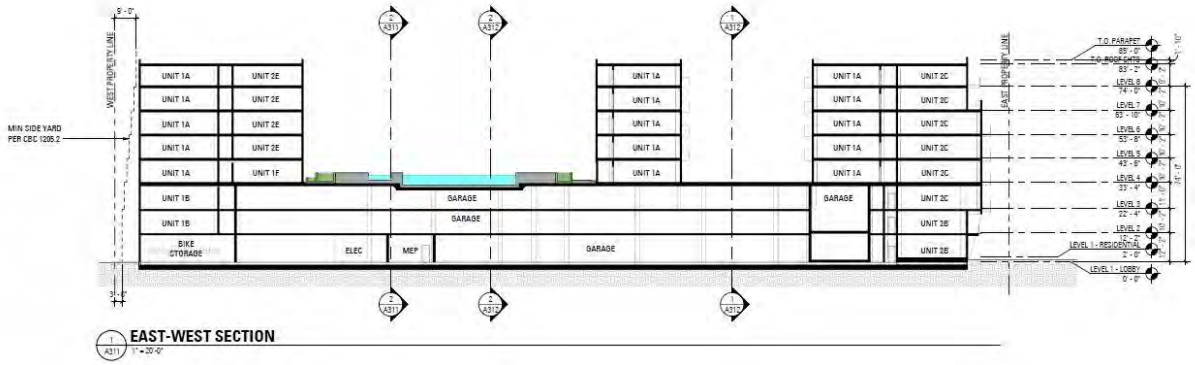
Section 1.1.1, Page 1	The last sentence of the second paragraph under Patrick Henry Drive Specific Plan will be **REVISED** as follows: This ~~addendum~~Focused Initial Study tiers from the PHDSP FEIR and provides site-specific analysis for the proposed project and assesses consistency of the project with the PHDSP.
Section 2.4, Page 3	The following sentence under Project Location will be **REVISED** as follows: The 2.79-acre project site is located on the ~~eastern~~ western portion of the PHDSP area at 4590 Patrick Henry Drive in the City of Santa Clara.
Section 2.7, Page 3	The following bullets will be **ADDED** under Project-Related Approvals, Agreements, and Permits: • Demolition Permit • Grading Permit • Building Permit • Site Development Permit • Architectural Review • Vesting Tentative Map • Affordable Housing Regulatory Agreement • Park Agreement
Section 3.0, Page 8	Figure 3.0-4, Site Plan – Ground Floor will be **REVISED** as follows:



Section 3.0, Page 9

Figure 3.0-5, Building Sections will be **REVISED** as follows:





Section 4.2.2.1, Page 21

The paragraph under Impacts from the Project will be **REVISED** as follows:

As discussed in CEQA Guidelines Section 15064(b), the determination of whether a project may have a significant effect on the environment calls for judgment on the part of the Lead Agency and must be based to the extent possible on scientific and factual data. The City of Santa Clara has considered the air quality thresholds updated by BAAQMD in ~~May 2017~~ April 2022 (revised April 2023) and regards these thresholds to be based on the best information available for the San Francisco Bay Area Air Basin and conservative in terms of the assessment of health effects associated with TACs and $PM_{2.5}$. The BAAQMD CEQA Air Quality thresholds used in this analysis are identified in Table 4.2-3 below.

Section 4.6.2.1, Page 81

The following paragraph under Wildfire Hazards will be **REVISED** as follows:

The PHDSP FEIR found no impacts related to ~~wildlife~~ wildfire hazards since the PHDSP area is not within a

	Very High Fire Hazard Severity Zone and there is no terrain or vegetation within the plan area that would be conducive to wildfires. For these reasons, the PHDSP FEIR concluded that no impacts related to wildfire hazards would occur.
Section 5.0, Page 135	The following reference will be **ADDED**: HortScience | Bartlett Consulting. *Preliminary Arborist Report*. June 2023.

Section 4.0 Conclusion

The comments received on the Draft IS/MND did not raise any new issues about the project's environmental impacts or provide information indicating the project would result in new environmental impacts or impacts substantially greater in severity than disclosed in the Draft IS/MND. Minor clarifications were added to the text of the Draft IS/MND (refer to Section 3.0 Draft IS/MND Text Revisions). The text revisions do not constitute a "substantial revision" pursuant to CEQA Guidelines §15073.5 and recirculation of the MND is not required.

Attachment A: IS/MND Comment Letters

Sunnyvale

May 16, 2024

Tiffany Vien, Associate Planner
City of Santa Clara
1500 Warburton Avenue
Santa Clara, California 95050

Re: Comments on the 4590 Patrick Henry Drive Residential Project Notice of Intent to Adopt a Mitigated Negative Declaration

Dear Ms. Vien,

Thank you for allowing the City of Sunnyvale to provide comments on the 4590 Patrick Henry Drive Residential Project Notice of Intent (NOI) to Adopt a Mitigated Negative Declaration. Comments concerning Transportation related to the project are as follows:

1. Based on the existing and proposed land uses, we believe that this project will trigger a Congestion Management Program (CMP) requirement and a Traffic Impact Analysis (TIA) would be required. City of Sunnyvale would like to review the scope for the TIA.

2. Although intersection level of service is no longer a CEQA requirement, the City of Sunnyvale requests City of Santa Clara to evaluate intersections operationally in Sunnyvale using criteria per the VTA TIA Guidelines as a basis. Accordingly, City of Sunnyvale and CMP intersections with ten or more project trips per lane added to any intersection movement should be analyzed. Traffic conditions at the study intersections are typically conducted during the AM (7-10) and PM (4-7) peak hours under existing and future analysis scenarios.

3. Corridor analysis should include Tasman Drive and Lawrence Expressway. The Tasman corridor analysis should cover potential traffic congestion and associated impacts on emergency service access to Sunnyvale neighborhoods. For example, the mobile home park located to the west of Patrick Henry Drive has a single access off of Tasman Drive. Consequently, congestion on Tasman Drive could severely impact access to this mobile home park including access of emergency vehicles.

4. The project site is located near the easterly boundary of the City of Sunnyvale. Relevant approved projects within Sunnyvale and other neighboring jurisdictions need to be included in the study estimates of the Background traffic volumes. This is consistent with the CMP TIA Guidelines. Similarly, pending projects and/or the application of an annual growth rate need to be incorporated in the Cumulative traffic volume estimates in order to reflect the growth in both the local and regional traffic. A current list of approved and pending development projects in the City of Sunnyvale can be supplied upon request.

5. Since this project is just west of the Levi's Stadium, a game day scenario should be included in the analysis.

6. Evaluation of the alternative modes of transportation should be included in this project's traffic analysis. The VTA CMP Guidelines indicate that traffic analysis must include transit facilities in terms of transit service availability, transit capacity relative to the increased demand, impact of increased traffic delays on the service, and the need for transit access improvements. According to the CMP Guidelines, the traffic analysis must also evaluate bicycle and pedestrian facilities in terms of their availability, project effects on future bike/pedestrian plans, and improvements proposed by the project. Maps and information on existing and planned bicycle facilities within Sunnyvale can be supplied upon request.

7. The TIA should identify the individual and cumulative project operational impacts on Sunnyvale facilities, along with associated feasible improvements. It is important to also include the project's full/pro-rata share financial contributions towards the implementation of these improvements to bring the roadways back to acceptable or no-project operational level of service.

8. The Valley Transportation Plan (VTP) on the VTA web site contains a list of regional improvements which shall be included in the cumulative conditions. Similarly, local improvements within the City of Sunnyvale that are already identified in the City's Capital Improvement Program (CIP) and/or in the Sunnyvale Traffic Impact Fee Study shall be included in the cumulative analysis. When utilizing regional and local road improvements as project mitigations, please clarify construction schedule of these improvements relative to the schedule of the development completion.

9. The proposed project is significant in size and is expected to affect the Sunnyvale street system. Following to the CMP guidelines, the City of Sunnyvale is requesting to review the draft TIA report.

10. We would like City of Santa Clara to implement improvements as described in the Tasman Corridor Streets study as prepared by VTA, Cities of Sunnyvale, Santa Clara, San Jose, and Milpitas as part of the 4590 Patrick Henry Drive Project.

11. Impacts to County of Santa Clara facilities should be improved based on projects listed in the County Expressway Planning Study.

Thank you for the opportunity to provide feedback on the NOI to Adopt a Mitigated Negative Declaration for this significant project. We look forward to personally discussing transportation related matters in the near future, as well as other meeting opportunities at key points of the project planning.

Please do not hesitate to contact me if you have any questions regarding my comments. You can reach me by email at ltsang@sunnyvale.ca.gov or by phone at 408-730-7556.

Sincerely,

Lillian Tsang, P.E.
Principal Transportation Engineer
Department of Public Works
Cc: Dennis Ng, Transportation and Traffic Manager

RECEIVED
MAY 08 2024
PLANNING DIVISION

Lakewood Village Neighborhood Association

1293 Palamos Avenue

Sunnyvale CA 94089

City of Santa Clara Community Development Department, Planning Division

1500 Warburton Avenue

Santa Clara, CA 95050

RECEIVED
MAY 08 2024
PLANNING DIVISION

ATTN: Tiffany Vien

RE: Notice of Intent to Adopt a Mitigated Negative Declaration

May 4, 2024

Dear Ms. Vien

We are writing to express our extreme displeasure with the prospect of an eight-story monstrosity of an apartment building to be build at 4590 Patrick Henry adjacent to our neighborhood, Lakewood Village, which predominantly is comprised of single-story single-family homes. In this project's own plans in section 4.2.1.3 Heights, Edges, and Transitions, they indicate they will "Use height restrictions and building setbacks along the Calabazas Creek to ensure a more gradual transition between the single-family residential neighborhoods in the City of Sunnyvale", however the proposed plans don't do that in the least. We are the President and Secretary of Lakewood Village Neighborhood Association representing over 1600 homes and have had a number of residents complain to us about this proposed project.

We request that this complex not be allowed to exceed four stories so as to make it a bit more palatable transition to our neighborhood and not have apartments towering over our neighborhood peering into our backyards and windows as much. Hopefully that would also decrease the effects on the wildlife that currently reside in our creek as well. It's bad enough that we have the bright lights of Levi's Stadium shining directly into our neighborhood on a regular basis and we ask that you consider how negatively this will impact our neighborhood and modify the height.

Respectfully submitted,

Rick Flovin

Rick Flovin, President Lakewood Village Neighborhood Association 650-465-9249 rickster.rf@gmail.com

Rena Flovin

Rena Flovin, Secretary Lakewood Village Neighborhood Association 408-655-8763 board@lvnasv.org

RECEIVED
MAY 09 2024
PLANNING DIVISION

JOHN C. GORDON
1220 Tasman Dr., SPC 444 Sunnyvale, CA 94089-2422

May 7th, 2024

Re: 4590 Patrick Henry Drive Residential Project

City of Santa Clara
Community Development Department, Planning Division
Attn: Tiffany Vien, Associate Planner; Sheldon S. Ah Sing, Development Review Officer for Reena Brilliot, Acting Director of Community Development, City of Santa Clara

Dear Tiffany/Sheldon:

I am writing in regard to and in objection of the 4590 Patrick Henry Drive Residential Project. I believe that there should be no residences built on the Calabazas Creek side of Patrick Henry Drive, at all.

The City of Santa Clara has approved many residential projects along Tasman recently, many are under construction. We have seen multiple proposals for the old Rolm site, all which have thousands of new residents coming to the area. Your letter states that this project "will not have a significant effect on the environment", but I say that having more residents, more vehicles, more noise from the construction is definitely a "significant impact".

I live in the Adobe Wells Mobilehome Community, just across the creek in Sunnyvale. Even though the tower is not directly across the creek, no one here wants any eight-story buildings looming over the neighborhood. If the business buildings along the creek can be maintained however, they would prove as an "environmental buffer" off sorts from the unsightly towers that Santa Clara Planners seems to want to build again and again.

Santa Clara Planning relentlessly approves and builds projects that impact the surrounding cities such as Sunnyvale and San Jose, without regard. All of the new and proposed residences in the immediate area will overwhelm already overused streets such as Tasman and Great America, to feed into the extremely overused 101 and 237 freeways. I would be happy to propose to the City of Sunnyvale to permanently block Tasman Drive and Old Mountain View-Alviso Road at the Santa Clara border, to keep the impacts of their bad decisions out of our city.

I and my neighbors stand in opposition to the demolition of the existing industrial building and replacing it with any residential structures.

Sincerely,
John C. Gordon

John C. Gordon

Holland & Knight

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Tamsen Plume
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Genna Yarkin
+1 415-743-6990
Genna.Yarkin@hklaw.com

May 26, 2024

Tiffany Vien - Associate Planner
1500 Warburton Avenue
Santa Clara, CA 95050

Re: **Applicant CEQA Comments - 4590 Patrick Henry Drive Project**

Dear Tiffany:

This firm represents 4590 Patrick Henry LLC (the "Applicant") in connection with its application to construct 284 multifamily residential units in a housing development project (the "Project") at 4590 Patrick Henry Drive (the "Property") within the Patrick Henry Drive Specific Plan ("PHDSP") area in Santa Clara (the "City"). On March 22, 2022, to comply with the California Environmental Quality Act ("CEQA"), the City certified the PHDSP Final Environmental Impact Report (FEIR) and approved the PHDSP project. The intent and purpose of the PHDSP FEIR was to provide program-level environmental review for the PHDSP, while allowing for specific development projects that would implement the PHDSP to tier from the FEIR to avoid redundant environmental review, and focusing only on those issues that would be specific to a given project and site location. Thus, the City prepared a "Focused Initial Study" to study the Project's specific impacts, which the document also describes as an addendum to the FEIR (the "FIS/Addendum").

The Applicant provides the following comments on the FIS/Addendum, which are divided into two sections. First, we provide documentation regarding the economic and practical infeasibility of Mitigation Measure Bio(C)-1.1, as well as its too-broad scope, and we make a request for the City to amend the mitigation measure and/or work with the Applicant to ensure the Project will maintain its park fee credit. Second, we request minor revisions to the FIS/Addendum.

1. <u>Infeasibility and Too-Broad Scope of Mitigation Measure Bio(C)-1.1</u>

Calabazas Creek is a concrete channel approximately 95 feet west of the Project site boundary. Under threshold b) of the Biological Resources analysis, the FIS/Addendum explains that in the PHDSP FEIR, the Creek was identified as only "marginally suitable" riparian habitat. Therefore, the FEIR did not address impacts such as shading or encroachment from future projects, which are permitted at up to 12 stories along the Creek. However, Project-specific site visits in August and

September of 2023 detected more significant vegetation along the channel than had been there when the PHDSP FEIR was prepared in 2019.

A 0.14 acre portion of the Project building would encroach within 100 feet of the Creek. This 0.14 acre area is already occupied by concrete with parking spaces in the current condition. Further, the City does not have an applicable Creek buffer policy – rather ,the FIS/Addendum assumes that a 100-foot setback is appropriate to study CEQA impacts, based on San Jose and Santa Clara Valley Habitat Plan policies.[1] There is no detailed analysis of whether the Creek needs the same buffer to avoid CEQA impacts, or whether a lesser buffer could be appropriate for CEQA purposes.

The FIS/Addendum concludes that some birds may collide with this portion of the building or may avoid the area. Further, the Project is 86 feet tall to the top of the parapet, and it would shade some riparian habitat during the early morning, but this "shading would *not* result in a substantial adverse effect on the health of the riparian vegetation."[2] Rather, there will be "ample direct sunlight available to the riparian corridor throughout most of the day," and *none* of the habitat would be lost.[3] Further, the "existing riparian habitat adjacent to the project is of moderate quality (as opposed to high quality) and is not expected to attract a large number of birds"[4] to begin with, making the potential impact on birds from the 0.14 acre encroachment into the 100-foot assumed-appropriate buffer area more remote.

Because of the moderate quality of the habitat, the already lowered potential for birds to use the area, and the fact that the Project would not harm the health of the vegetation with its shading effects, the FIS/Addendum concludes that the Project alone would not have a significant impact on riparian habitat, and no mitigation is required for the Project.[5] However, the technical report and the FIS/Addendum then conclude that a potentially significant cumulative impact would occur, and that mitigation is necessary.

Mitigation Measure Bio(C)-1.1 requires that the Applicant provide a native habitat area either on-site or elsewhere on the Santa Clara Valley floor, at a minimum ratio of 1:1 to compensate for the *entire* 0.14 acre area that is within 100 feet of the creek (even though the FIS/Addendum concludes that *none* of the 0.14 acre within the Creek setback would be lost as habitat, and the vegetation would not be lost). The measure requires that this area be void of non-native trees, shrubs, and vines, as well as hardscape, and that native trees and shrubs be planted that are appropriate for streamside areas in Santa Clara. The area must also be either contiguous with riparian habitat, or separated from it only by a levee. No lighting is allowed within, or shining directly into the area.[6]

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[1] FIS/Addendum Appendix C, page 27.
[2] FIS/Addendum, page 45.
[3] FIS/Addendum Appendix C, page 26.
[4] FIS/Addendum, page 46.
[5] FIS/Addendum, pages 45-47.
[6] FIS/Addendum Mitigation Monitoring and Reporting Program, pages 1-2.

The Applicant has investigated the offsite mitigation option extensively, and has not located any land that would qualify. There are no mitigation land banks in the Santa Clara Valley. The Applicant also does not control other qualifying land in the Santa Clara Valley, and it is not feasible to convince another private landowner to encumber their land with an ongoing mitigation obligation, particularly with the further limiting factor that the land must be contiguous with riparian habitat, or separated from it only by a levee.

The Applicant has also explored the onsite mitigation option, and discussed it with City staff. The mitigation measure indicates that the portion of the Project site on the western edge of the proposed public park would be sufficient for this purpose, but that in order to qualify, the currently planned "high-human use areas (such as exercise equipment and picnic tables)" would need to be moved to the east, out of the 0.14 acre area.[7] For reference, the current design is as follows:

The features of the 0.555 acre park include:

- A lawn area for frisbee, stretching, yoga or quiet enjoyment
- Table tennis
- A pedestrian pathway around the park for walking or jogging
- Bocce court
- Cornhole games
- Picnic and game tables (for chess etc.) around the lawn and pathways tucked under shade trees
- A musical instrument area designed as an activity that is accessible for "all ages and abilities"
- Shade trees
- Benches

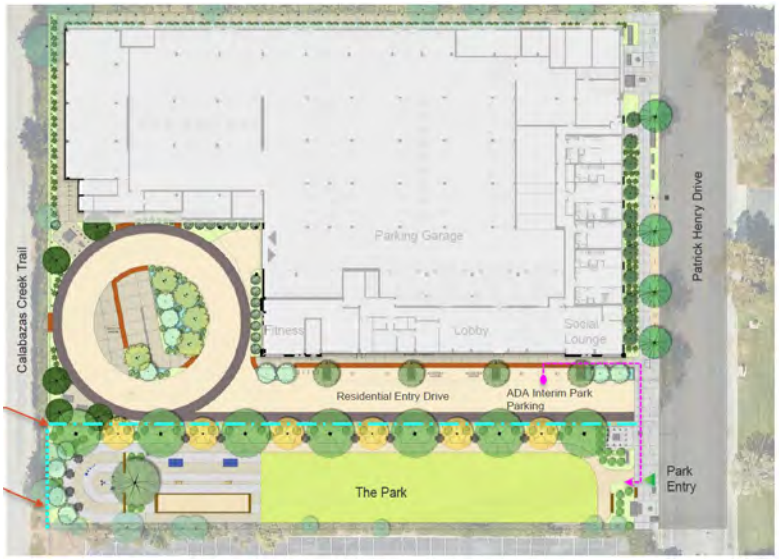
The Applicant has determined that redesigning the park as described in the mitigation measure is feasible from a practical perspective. The active areas could be shifted further east while maintaining all of the park's above-described features, and the western portion planted as required by the measure. The proposed park would not be open at night, so the no-lighting requirement is likewise not an issue. However, the Parks Department in particular has expressed that if the active elements are moved into the planned "lawn" portion of the park on the eastern side, the lawn would

[7] FIS/Addendum Mitigation Monitoring and Reporting Program, pages 2-3.

likely no longer qualify as such and the Project may therefore lose its fee credit for dedicating the park to the public, either for the 0.14 acre area or for the *entire* park. The impact of losing park fee credit is as follows:

- Current Park Fee = $8,240,564
- If no credit for 0.14 acre mitigation area = $8,916,764 ($676,200 added)
- If no credit for entire 0.555 park = $10,680,956 ($2.44 million added)

Because dedicating the park is a requirement of the PHDSP, these costs would not be offset by an ability to reabsorb the park area into the Project, but rather would be additive to the cost of providing a public park. The Applicant would be both paying to provide an on-site public park, *and* paying a full park fee, in addition to absorbing the loss of the development area taken up by the park. The Project site is also constrained by a turnaround for emergency vehicles, as follows:



Likewise, the Applicant has designed the Project to be as dense as possible given the high cost of construction, and cannot increase the height of the Project to offset any further costs because doing so would move the Project into a different and much costlier construction type. **The Project cannot sustain these additional costs in addition to these considerations, and the mitigation measure is therefore both practically infeasible (for the off-site option) and economically infeasible (for the on-site option) as written, unless the City and the Applicant can work further together to maintain the Project's park fee credit.**

In addition to the infeasibility of the mitigation measure, we question whether it is appropriate to conclude that the Project will cause a cumulatively considerable impact, and to require the entire 0.14 acre that is shaded be replaced, with the requirement for no active uses to be present in the mitigation area.

The biological resource technical report indicates that the cumulative impact rises "due to the link of impacts from *past*, current, and reasonably foreseeable future projects in the region."[8] However, it is not always appropriate to incorporate the impacts of past projects, which have already altered the environment, already been studied, and already had mitigation applied to them as appropriate. The condition of Calabazas Creek may be more appropriately understood as an existing environmental condition, which is necessarily already taken account of in the PHDSP FEIR and the Project's FIS/Addendum, therefore obviating the need for a separate analysis of the effects of past projects. *City of Long Beach v. Los Angeles Unified Sch. Dist*. (2009) 176 CA4th 889. The impacts of past projects should only be considered to the extent such information is relevant to an understanding of the impacts of the Project considered cumulatively with other pending and future projects, and the discussion "should be guided by the standards of practicality and reasonableness." *Environmental Protection Info Ctr. V. Dept. of Forestry & Fire Protection* (2008) 44 C4th 459, 525.

Further, requiring the replacement of the entire 0.14 acre without allowing any active human uses in the area, does not take into account that the Project's contribution to a regionally cumulative impact is incremental in nature, and that the riparian habitat's existing condition is only moderate to begin with. Further, the FIS/Addendum concludes that the Project's shading impact would be *extremely limited*, and there is still "ample" sunlight during the remainder of the day such that the vegetation will not be damaged and the habitat will maintain its usefulness. Rather than requiring that the entire 0.14 acre be replaced at a 1:1 ratio, the mitigation measure could:

- Require a reduced ratio; and/or
- Allow active uses in the on-site mitigation area, which could be found to "achieve no net loss of habitat functions and values"[9] due to the extremely limited impact the Project is having individually and the incremental nature of the Project's contribution to a regionally cumulative impact, and the already degraded quality of the habit that would be shaded.

For all of the above reasons, the Applicant hereby requests that the City revise Mitigation Measure Bio(C)-1.1 in consultation with the Applicant and the City's environmental consultant, to ensure that the measure's scope is appropriate and that the requirements are feasible. With regard to feasibility, the Applicant hereby requests that the City work with the Applicant to revise the proposed public park to meet the Project's mitigation needs while maintaining park fee credit.

2. **Requests for Minor Revisions**

In Section 2.4, page 3: The word "eastern" should be replaced with "western."

[8] FIS/Addendum Appendix C, page 29.
[9] FIS/Addendum Mitigation Monitoring and Reporting Program, page 3.

In Section 2.7, page 3: Given that this section indicates it will include all approvals and the relevant "agreements," we recommend adding the Vesting Tentative Map, the affordable housing regulatory agreement, and the park agreement

Figures 3.04 and 3.0-5: There are more current versions to replace these with, which the Applicant is enclosing if needed. Please check other figures as well.

Section 4.2.2.1, page 21: The technical report in Appendix A indicates that the analysis relies on the 2022 updates, not the May 2017 guidelines. Update as needed to make correct/consistent (and if 2017 guidelines were relied on, explain why 2022 updates were not more appropriate).

Section 4.4.2.2 significance threshold d, pages 61-62: This discussion indicates that the Applicant must contract with an archaeologist/Tamien Nation representative. However, it is not clear that this is required. Rather, FEIR Mitigation Measure 7-2 first requires contact with CHRIS. The Applicant would like to know whether the City's consultant has contacted CHRIS to determine whether the site is in a sensitive area, which is the only circumstance that requires a subsequent contract with an archeologist/Tamien Nation representative. The discussion on page 61-62 should be clarified to indicate whether the CHRIS contact has occurred, and if not the MMRP should be made more clear about when this must be conducted.

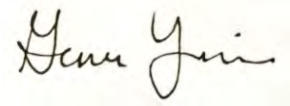
Section 4.9.2.2 significance threshold c, page 126: This analysis indicates that no project would be "approved" until the City determines that sufficient sewer capacity exists. It appears that this should be clarified to indicate that such determination must be made prior to issuance of a building permit, not the land use entitlement, as is indicated earlier in this chapter.

References: Please add the arborist report to the references section.

Thank you for your attention to this matter.

Sincerely,

HOLLAND & KNIGHT LLP



Tamsen Plume
Genna Yarkin

City of Santa Clara, Community Development Department, Planning Division
1500 Warburton Avenue
Santa Clara, CA 95050

Attn: Tiffany Vien

Dear Ms. Vien,

I am a Sunnyvale resident who lives in Lakewood Village, right behind Calabazas Creek, along the boundary between Sunnyvale and Santa Clara. I am writing on behalf of many of my neighbors, who have all signed the attached petition **requesting that the City of Santa Clara and project developers reduce the height of the proposed Patrick Henry Drive Project buildings along Calabazas Creek**. The buildings right in our backyards, along the creek, have unfortunately been zoned to be constructed as high as 12 stories.

The building proposed for 4590 Patrick Henry Drive is scheduled for 8 stories, an incredibly tall building considering the surrounding neighborhood. Neighbors in Lakewood Village are concerned about the impact of heavy construction noise for several years, major traffic implications, buildings that will look down into our backyards, flooding implications (Manzano Way regularly floods during storms), and the environmental impact to wildlife in the creek.

The plans for this development indicated that more would be done to respect the existing neighborhood, but that is clearly not the case:

> *"Ensure building heights respect and respond to the character of areas adjacent to the Patrick Henry Drive Specific Plan Area while accommodating high-density development.*
>
> *Locate the tallest buildings in the interior of the PHD Specific Plan Area so that the overall scale of the area decreases as it approaches the PHD Specific Plan Area edges.*
>
> *Use height restrictions and building stepbacks along the Calabazas Creek to ensure a more gradual transition between the single- family residential neighborhoods in the City of Sunnyvale."*

The impact of these proposed buildings is truly upsetting to the Lakewood Village neighborhood. Our neighborhood has already been generous to the City of Santa Clara, dealing with increased traffic due to games and concerts at Levi's Stadium (Manzano Way sees many cars parking up and down our street during those events, due to the footbridge that people cross to walk to the stadium). Folks in the neighborhood who have been here since the 1950s, and never protested anything, have signed their names to our petition. To be clear, we

don't want to stop the development, but it seems reasonable that the size of the buildings could be lowered considerably and still provide for plenty of increased housing.

We have several representatives who are willing to sit down with the City and developers to work out more reasonable plans that will benefit both the City of Santa Clara and its Sunnyvale neighbors.

- Some of our requests:
    - Lower the buildings along Calabazas Creek to a height of no more than 4 stories.
    - Position the park areas *along* the creek, behind the buildings, so as to provide more buffer between the neighborhood and the development.
    - Do not allow weekend construction on buildings along the creek.

We look forward to speaking with you on this matter. Thank you for your time!

Best,

Sarah Jackett
1213 Manzano Way, Sunnyvale CA 94089
sejackett@gmail.com
(408) 242-1044

Petition to Lower the *Patrick Henry Drive Project* Buildings Along Calabazas Creek

The below signatures ask that the buildings being developed along the Calabazas Creek, and closest to the Lakewood Village residential neighborhood, be ***considerably*** *lowered in height from the proposed 8-12 stories, including the proposed project at 4590 Patrick Henry Drive.*

Neighborhood Contacts:

Sarah Jackett *sejackett@gmail.com; (408)-242-1044; 1213 Manzano Way*	*Rick Flovin (President, Lakewood Village Neighborhood Association) & Rena Flovin* *president@lvnasv.org; 1293 Palamos Ave*

Name & Signature	Address (house number and street)	E-mail address	Phone number	Are you willing to attend meetings (such as LVNA, City Council) to help?
Sarah Jackett	1213 Manzano Way	Sejackett@gmail.com	408-242-1044	yes
Christine Hernandez	1211 Manzano Way	christinehernandez25@yahoo.com	415 860-0292	yes
Brandon Hernandez Brandon Hernandez	1211 Manzano way	branhern92@gmail.com	408-242-2628	No
ROSARIO CATALAN	1215 Manzano Way	rm_catalan@yahoo.com	408-242-1023	No
PATRICIA COFFEY	1219 MANZANO WAY	coffey94089@yahoo.com	408-730-0906	No(?)

Name	Address	E-mail address	Phone number	Are you willing to attend meetings (such as LVNA, City Council) to help share our voices?
LEX WINTERS	1223 MANZANO Way		408 7382992	NO
Annetta Winters	1223 Manzano Way		408 738-2992	NO
BARBARA BROWN	1229 MANZANO Way		408-736-3889	NO
RAJ SINGH	1222 MANZANO Way		408-373-9945	NO
K. Gulley	1227 MANZANO Way		408-561-4991	NO
David Ferguson	1227 MANZANO Way		408 736-2813	NO
Reggie Cruz	1253 MANZANO Way		408 7124972	NO

Name	Address	E-mail address	Phone number	Are you willing to attend meetings (such as LVNA, City Council) to help share our voices?
May Thiers	1130 Manzano way Sunnyvale CA 94089	visualtarget@hotmail.com		no
Jean-Michel Thiers	1130 Manzano way Sunnyvale CA 94089	lejeanmi@gmail.com		No
ALEX MOK	1224 MANZANO WAY SUNNYVALE, CA 94089	HERITAGEBBS@YAHOO.COM		NO
Carol Mok	1224 Manzano Way Sunnyvale, CA 94089	cy51783@yahoo.com		no
Joe Dickens	1212 MANZANO SUNNYVALE 94089	joedickens@comcast.net		NO
Roy Santana	1249 Manzano way Sunnyvale, CA 94089	roy.santana@gmail.com		maybe
Sulema Santana	1249 Manzano Way Sunnyvale CA 94089	Sulema@gmail.com		maybe
MANGLIO WALAS	1225 MANZANO WAY SUNNYVALE CA 940	(650) 771-7771		
Billie McNeill	1291 Manzano S'Vale 94089	Billiemcneill@yahoo.com.		?

Name	Address	E-mail address	Phone number	Are you willing to attend meetings (such as LVNA, City Council) to help share our voices?
ANDREW MAGLIULO	1199 FAIRWOOD AVE	andrew.magliulo@gmail.com	(408) 896-0344	Y
ESTHER CHENG	1242 MANZANO WY	esc4248@gmail.com	408-705-3650	YES
Timothy Waldrop	1215 Oak Creek Way	waldroptim@gmail.com	402.429-9130	maybe
Rosa Waldrop	1215 Oak Creek Way	labellerosa-isela@hotmail.com	(402) 649-7797	maybe
Stanley Ma	1218 Manzano Way	sgma@hotmail.com	(626) 569-8168	maybe
Tao Zhang	1218 Manzano Way	taojms@hotmail.com	(626) 466-7385	May be
RATNA MIRCHANDANI	1220 Manzano Way	JAIDEEP@EPIMON.COM	1-919-728-0670	May be
JAIDEEP MIRCHANDANI	1220, MANZANO WAY	JAIDEEP@EPIMON.COM	1-919-728-0670	YES

Name	Address	E-mail address	Phone number	Are you willing to attend meetings (such as LVNA, City Council) to help share our voices?
MICHAEL GRENZ	1242 MANZANO WAY		408.674.5798	
Sarah G	1242 Manzano			
Anita Cheng	1242 Manzano			
Michael Street	1210 Manzano Way	Michael Street32@yahoo.com		yes
Aurora Street	1210 Manzano	Michael Streetsze yahoo.com		yes
Owen Street	1210 Manzano	Michael Street52 @yahoo.com		
Gavin Hernandez	1211 Manzano	gavhern52 @gmail.com		
IRENE SZENTE	1146 MANZANO	I_SZENTE@YAHOO.COM	408-718-7967	YES

Petition to Lower the *Patrick Henry Drive Project* Buildings Along Calabazas Creek

The below signatures ask that the buildings being developed along the Calabazas Creek, and closest to the Lakewood Village residential neighborhood, be ***considerably*** *lowered in height from the proposed 8-12 stories, including the proposed project at 4590 Patrick Henry Drive.*

Neighborhood Contacts:

Sarah Jackett *sejackett@gmail.com; (408)-242-1044; 1213 Manzano Way*	*Rick Flovin (President, Lakewood Village Neighborhood Association) & Rena Flovin* *president@lvnasv.org; 1293 Palamos Ave*

Name & Signature	Address (house number and street)	E-mail address	Phone number	Are you able to attend meetings (such as LVNA, City Council) to help?
Abel Hernandez	1211 Manzano Way		~~48~~ 408-830-0783	
MICHAEL REYES	1209 MANZANO WAY		408-306-1034	
Daengnoy Reyes	1209 Manzano way	tuky@comcast.net	(408)306-6562	no
Raja	1166 Manzano way	d.rajarajan@gmail.com	408-839-5693	No.
Ellen Pritchard	1154 Manzano way	pritchardep@gmail	619-530-2507	No
Russell Boninger	1154 Manzano Way	pritchardep@gmail.com	408-739-5855	No

Name	Address	E-mail address	Phone number	Are you available [redacted] to attend meetings (such as LVNA, City Council) to help share our voices?
IRMA Beninger	1154 Manzano Way	pritchardep@gmail.com	408-739-5855	NO
CELIA SZENTE	1250 SOCORRO		408-410-2340	NO
Jeanne Boudreau	1181 Manzano Way	jeanneboudreau31@yahoo.com	(408) 498-2377	NO
Rommel Day	1181 MANZANO WAY	RommelDAYSBCGLOBAL.NET	650-669-2609	NO
Teri Watkins	1283 Palamos Ave	watkinstL03@gmail.com	408-398-5941	No
TOM Watkins	1283 Palamos	" "	408-398-1328	NO
KEN GREGORY	1271 PALAMOS	KGREG99@YAHOO	408829-1352	NO

Zoning Map - 4590 Patrick Henry Drive

Legend

- Park
- Site Addresses
  - Multiple
  - Place
  - Single
  - Transit
  - Utility
- Streets
- Air Parcels
- Land Parcels
  - Land Parcels
  - Flood Control Easement
  - Right of Ways
  - Common Areas
- Zoning Codes
  - <all other values>
  - Commercial Park
  - Single Family
  - Single Family - Larger Lot
  - Residential Duplex
  - Low-Density Multiple Dwelling
  - Moderate-Density Multiple Dwelling
  - Medium-Density Multiple Dwelling
  - High Density Residential
  - Historic Combining
  - Community Commercial
  - Downtown Commercial
  - Neighborhood Commercial
  - Commercial Park
  - Commercial Thoroughfare
  - Professional Office
  - General Office
  - Planned Industrial
  - Light Industrial
  - Medium Industrial
  - Heavy Industrial
  - Planned Development
  - Planned Development - Master Cor
  - Agricultural
  - Public or Quasi-Public
  - Unincorporated
  - Water
- City Operational Boundary
- Boundary

1: 2,000

Notes

PLN23-00290

0.1 0 0.03 0.1 Miles

NAD_1983_2011_StatePlane_California_III_FIPS_0403_Ft_US

© City of Santa Clara

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Attachment 2: Project Data/Compliance (Multi-Family)

Project Address: 4590 Patrick Henry Drive **Project Number: PLN23-00290**
Zoning: Urban Village

Standard	Existing	Proposed	Requirement	Complies? (Y/N)
Lot Area (SF) (min):	121,532	97,574	10,000	Y
Lot Area per Dwelling Unit (SF):	--	--	--	--
Building Square Footage (SF)				
Main Building:	42,821	417,450	--	--
Basement:	--	--	--	--
Accessory Building:	--	--	600 SF max	--
Porches/Patios:	--	--	--	--
Total:	42,821	417,450	--	--
Building Coverage (%)				
Building Coverage (All):	--	--	None	--
Rear Yard Accessory Building Coverage:	--	--	--	--
Main Building Setbacks (FT)				
Front:	--	14	10 min	Y
Side (left): **(right):**	-- --	43 10	10 min 10 min	Y
Side, Corner:	--	--	--	--
Rear:	--	10	10 min	Y
Height (FT)				
Main building:	24	85	160 max	Y
Accessory building:	--	--	--	--
Parking: **Is the site AB 2097 eligible?**				
Off-Street:	95	324	290	Y
Guest:	--	14	14	Y
Class 1 Bicycle:	--	284	95	Y
Class 2 Bicycle:	--	284	19	Y
Landscaping				
Open Landscaped Area:	--	26,500	--	--
Landscape Buffer:	--	--	--	--
Private recreation space:	--	13,300	N/A	--
Common recreation space (per unit):	--	--	N/A	--

Conditions of Architectural Review Approval

PLN23-00290 / 4590 Patrick Henry Drive

Architectural Review for the demolition of the existing 42,821 square-foot industrial building and construction of an eight-story, 284-unit multifamily residential building within the Patrick Henry Drive Specific Plan Area.

GENERAL

G1. **Permit Expiration.** This Permit shall automatically be revoked and terminated if not used within two years of original grant or within the period of any authorized extension thereof. The date of granting this Permit is the date this Permit is approved by the Decision-making body and the appeal period has been exhausted. The expiration date is October 24, 2026.

G2. **Conformance with Plans.** Prior to the issuance of Building Permit, the development of the site and all associate improvements shall conform to the approved plans on file with the Community Development Department, Planning Division. No change to the plans will be made without prior review by the Planning Division through approval of a Minor Amendment or through an Architectural Review, at the discretion of the Director of Community Development or designee. Each change shall be identified and justified in writing.

G3. **Conditions on Plans.** All conditions of approval for this Permit shall be reprinted and included within the first three sheets of the building permit plan sets submitted for review and approval. At all times these conditions of approval shall be on all grading and construction plans kept on the project site.

G4. **Necessary Relocation of Public Facility.** If relocation of an existing public facility becomes necessary due to a conflict with the developer's new improvements, then the cost of said relocation shall be borne by the developer.

G5. **Indemnify and Hold Harmless.** The owner or designee agrees to defend and indemnify and hold City, its officers, agents, employees, officials and representatives free and harmless from and against any and all claims, losses, damages, attorney's fees, injuries, costs, and liabilities from any suit for damages or for equitable or injunctive relief which is filed by a third party against the City by reason of its approval of owner or designee's project.

G6. **Code Compliance.** The construction permit application drawings submitted to the Santa Clara Building Division shall include an overall California Building Code analysis; proposed use and occupancy of all spaces (CBC Ch. 3), all building heights and areas (CBC Ch. 5), all proposed types of construction (CBC Ch. 6), all proposed fire and smoke protection features, including all types of all fire rated penetrations proposed (CBC Ch. 7), all proposed interior finishes fire resistance (CBC Ch. 8), all fire protection systems proposed (CBC Ch. 9), and all means of egress proposed (CBC Ch. 10). Noncombustable exterior wall, floor, and roof finishes are strongly encouraged.

a. During construction retaining a single company to install all fire related penetrations is highly recommended.
b. The grade level lobbies shall be minimum 1-hour rated all sides and above.
c. All stair shafts shall be minimum 1-hour rated.
d. All elevator shafts shall be minimum 1-hour rated.
e. All trash chute shafts shall be minimum 1-hour rated.
f. Recommendation: provide minimum two trash chutes; one for recyclables, one for trash, each trash chute to be routed down to a grade level trash collection room.
g. Any trash rooms shall be minimum 1-hour rated all sides and above.

G7. **Building Codes as Amended.** See Title 15 of the Santa Clara City Code for any amendments to the California Building Codes.

G8. **Reach Codes.** This project is subject to the provisions of the City of Santa Clara 2022 Reach Code, effective January 2022. See Ordinance No. 2034 and/or Title 15 of the Santa Clara City Code.

a. Chapter 15.36 – Energy Code for "all electric" provisions for new construction.
b. Chapter 15.38 – Green Building Code for additional Electric Vehicle Charging requirements for new construction.

G9. Comply with all applicable codes, regulations, ordinances and resolutions.

COMMUNITY DEVELOPMENT – PLANNING DIVISION

DESIGN / PERFORMANCE– PRIOR TO BUILDING PERMIT ISSUANCE

P1. **Roof Mounted Mechanical Equipment.** All roof mounted mechanical equipment shall be placed within a screened roof top enclosure depicted on the elevation drawings or located below the parapet level and shall not be visible from the ground at any distance from the building. Cross section roof drawings shall be provided at the building permit stage indicating the relative height of the screen wall or parapet. Minimum screen height or parapet depth shall be five feet or greater to match the height of any proposed equipment.

P2. **Tree Replacement (on-site).** Trees permitted by the City for removal shall be replaced on-site at a ratio of 2:1 (24-inch box trees) or 4:1 (15-gallon trees). (SCC 12.35.090)

P3. **Tree Replacement (Alternative Means).** Trees permitted by the City for removal shall be replaced at a ratio of 1:1 (36-inch box tree or 48-inch box) or the Applicant shall pay the in-lieu fee (prior to building permit issuance) for the trees cannot be replaced on-site based on the 2:1 tree replacement ratio as determined by the Director of Community Development. (SCC 12.35.090(C)(8))

P4. **Construction Management Plan.** The owner or designee shall submit a construction management plan addressing impacts to the public during construction activities including: showing work hours, noticing of affected businesses, construction signage, noise control, storm water pollution prevention, job trailer location, contractor parking, parking enforcement, truck hauling routes, staging, concrete pours, crane lifts, scaffolding, materials storage, pedestrian safety, and traffic control. The plan shall be submitted to the Director of Community Development or designee for approval prior to issuance of demolition and building permits.

DURING CONSTRUCTION -- PRIOR TO OCCUPANCY

P5. **Construction Hours.** Construction activity shall be limited to the hours of 7:00 a.m. to 6:00 p.m. weekdays and 9:00 a.m. to 6:00 p.m. Saturdays for projects within 300 feet of a residential use and shall not be allowed on recognized State and Federal holidays.

P6. **Construction Trash/Debris.** During construction activities, the owner or designee is responsible for collection and pick-up of all trash and debris on-site and adjacent public right-of-way.

P7. **Landscape Water Conservation.** The owner or designee shall ensure that landscaping installation meets City water conservation criteria in a manner acceptable to the Director of Community Development.

OPERATIONAL CONDITIONS

P8. **Landscaping Installation & Maintenance.** The owner or designee shall ensure that the landscaping installed and accepted with this project shall be maintained on the site as per the approved plans. Any alteration or modification to the landscaping shall not be permitted unless otherwise approved by the Director of Community Development.

P9. **Transportation Demand Management (TDM) Program (Residential Project).** The owner or designee shall implement the project TDM program that includes elements to reduce vehicle miles traveled (VMT) by 20 percent with 10% through active TDM measures per the City's 2022 Climate Action Plan. A final TDM plan shall be submitted to the Director of Community Development or designee prior to Building Permit Final by the Planning Division. The property owner or designee shall monitor the project TDM program and submit an annual report to the Director of Community Development or designee. Monitoring and reporting requirements may be revised in the future if the minimum reduction is not achieved through the measures and programs initially implemented.

MITIGATION MEASURES

P10. **Mitigation Monitoring and Reporting Program.** The Mitigation Monitoring and Reporting Program (MMRP), prepared for this project in compliance with the California Environmental Quality Act (CEQA), shall be incorporated by reference as conditions of approval. The applicant shall comply with all specified mitigation measures in the timelines outlined in the project's MMRP.

COMMUNITY DEVELOPMENT - BUILDING DIVISION

DESIGN / PERFORMANCE– PRIOR TO BUILDING PERMIT ISSUANCE

BD1. **Addressing.** Prior to overall construction permit application, submit to the Santa Clara Building Division, 2 copies of an addressing diagram request, to be prepared by a licensed architect or engineer. The addressing diagram(s) shall include all proposed streets and all building floor plans. The addressing diagram(s) shall conform to Santa Clara City Manager Directive #5; Street Name and Building Number Changes, and Santa Clara Building Division Address Policy For Residential and Commercial Developments. The addressing diagram(s) shall indicate all unit numbers to be based off established streets, not alleys nor access-ways to garages. Allow a minimum of 10 working days for initial staff review. Please note city staff policy that existing site addresses typically are retired. Provide digital pdf printed from design software, not scanned from printed paper sheet.

a. Any building or structure that is demolished shall have its address retired and a new address/s shall be issued for the project.

BD2. **Flood Zone.** The construction permit application drawings submitted to the Santa Clara Building Division shall include a copy of the latest Federal Emergency Management Agency (FEMA) Flood Zone Map: https://msc.fema.gov/portal/home. The project drawings shall indicate how the project complies with the Santa Clara Flood Damage Prevention Code.

a. FEMA Flood Zone map designations and requirements are based on the map in effect at date of Building Permit issuance.

BD3. **Water Pollution Control.** The construction permit application drawings submitted to the Santa Clara Building Division shall include Santa Clara Valley Urban Runoff Pollution Prevention Program Low Impact Development (LID) practices http://www.scvurppp-w2k.com/nd_wp.shtml. All projects that disturb more than one acre, or projects that are part of a larger development that in total disturbs more than one acre, shall comply with the Santa Clara Valley Urban Runoff Pollution Prevention Program Best Management

Practices (BMP): http://www.scvurppp-w2k.com/construction_bmp.shtml, and shall provide a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer (QSD). All site drainage and grading permit applications submitted to the Santa Clara Building Division shall include a city of Santa Clara "C3" data form, available on this web page:

- https://www.santaclaraca.gov/our-city/departments-g-z/public-works/environmental-programs/stormwater-pollution-prevention and will be routed to a contract consultant for review.

BD4. **Submittal Requirements.** The overall project construction permit application shall include the geotechnical, architectural, structural, energy, electrical, mechanical, and plumbing drawings and calculations. Prior to the issuance of the overall project construction permit, a conditions of approval review meeting must be held in city hall, which meeting must be attended by the on-site field superintendent(s). The meeting will not be held without the attendance of the on-site field superintendent(s). The on-site grading permit shall be a separate permit application to the Building Division.

DURING CONSTRUCTION

BD5. **Temporary Certificates of Occupancy.** Temporary Certificates of Occupancy (TCO) will not be routinely issued and will be considered on a very limited basis only when there is a clear and compelling reason for city staff to consider a TCO. A TCO will be approved only after all applicable City staff have approved in writing; Planning, P.W./ Engineering, Fire Prev., Santa Clara Water, Silicon Valley Power, and any other applicable agencies such as the Santa Clara County Health Dept., with the Building Division being the final approval of all TCO.'s.

COMMUNITY DEVELOPMENT - HOUSING DIVISION

H1. **Patrick Henry Specific Plan (Residential Rental Project 10 or More Units.** In accordance with the Santa Clara City Code chapter 17.40, this project is subject to the affordable housing requirements and impact fee for the proposed 284 units rental residential development.

The Applicant shall provide not less than fifteen percent (15%) of the units (42.6 units) to affordable households made available at affordable rental prices to households at fifty percent (50%) of Area Median Income (AMI), eighty percent (80%) of AMI and one hundred twenty percent (120%) of AMI. The 15% affordable units shall be split equally between the three affordability levels provided. This means 14.2 units shall be provided at each AMI (50%, 80% and 120%). For the fractional unit of .6, the project may pay an in-lieu fee of $112,118.80 or provide a full unit at 50% AMI. Affordable units shall be reasonably dispersed throughout the project and shall on average contain the same number of bedrooms and shall be comparable to the design of the market-rate units in terms of appearance, material and finished quality of the market rate units in the project. Affordable units shall have the same access to the project amenities and recreational facilities as market-rate units.

Prior to issuance of Building Permits, the Developer shall enter into an Affordable Housing Agreement (AHA) with the City that will determine the affordable rents and apply all terms and covenants guaranteeing the prescribed affordability, to the satisfaction of the Director of Community Development. Satisfaction of the affordable housing obligation shall be memorialized in the AHA and subject to City Council approval. There will be a fee for the AHA preparation in the amount of $5,868 that will be due prior to execution of the AHA. Additionally, there is an annual monitoring fee per affordable unit in the amount $127. Please note all fees are based on the current Municipal Fee Schedule in effect at the time the project is approved and must be paid prior to the issuance of the occupancy certificate for the project.

FIRE DEPARTMENT

DESIGN / PERFORMANCE—PRIOR TO BUILDING PERMIT ISSUANCE

F1. **Hazmat Clearance.** Prior to any Building Permit issuance, Hazardous Materials Closure (HMCP) is required as applicable: This is a permit is issued by the Santa Clara Fire Department, Fire Prevention & Hazardous Materials Division. Hazardous materials closure plans are required for businesses that used, handled or stored hazardous materials. While required prior to closing a business this is not always done by the business owner, and therefore should be part of the developer's due diligence. The hazardous materials closure plans demonstrate that hazardous materials which were stored, dispensed, handled or used in the facility/business are safely transported, disposed of or reused in a manner that eliminates any threat to public health and environment.

F1. **Hazmat Clearance.** Prior to any Building Permit Issuance, a Phase II environmental assessment is required to be submitted to CRRD for review. If hazards are present that require site mitigation, cleanup, or management of chemical contaminants in soil, soil vapor, or groundwater a separate permit from one of the regulatory agencies below will be required. The type and extent of contamination on site(s) will govern which of the regulatory agencies noted below can supervise the cleanup: Department of Toxic Substances Control (DTSC); State Water Resources Control Board; or Santa Clara County, Department of Environmental Health.

If the project intends to contract with a State or County Agency for onsite/offsite environmental remediation activities the following documentation shall be provided to the Fire Prevention & Hazardous Materials Division prior to issuance of a Building Permit for demolition or grading: Oversight agency case number; and Oversight mangers contact name, phone number.

For smaller projects that are not moving soil at all, a Phase I environmental assessment may be adequate. Please contact Assistant Fire Marshal Fred Chun at fchun@santaclaraca.gov for more information.

F2. **Fire Flow Requirement.** Prior to Building Permit Issuance, provide documentation from the City of Santa Clara Water & Sewer Department that the minimum required fire-flow

can be met. Fire Department fire-flow will be based on the current California Fire Code. The most restrictive departments requirement shall apply.

F3. **Fire Hydrants.** Prior to Building Permit Issuance, building plans shall show the required number, location and distribution of fire hydrants for the buildings will be based on the current California Fire Code, Appendix C as amended. The required number of fire hydrants will be based on the fire-flow before the reduction for fire sprinklers. Both public and private fire hydrants may be required.

F4. **Fire Department Access.** Prior to Building Permit Issuance, a five-foot all-weather perimeter pathway around the entire perimeter of the buildings to facilitate firefighter access is required to be incorporated into the Building permit submittal.

F5. **Fire Department Access.** Prior to the issuance of the Building Permit, approval for fire department apparatus access roads is required. Roadways must be provided to comply with all the following requirements:

- Fire apparatus access roadways shall be provided so that the exterior walls of the first story of the buildings are located not more than 150 feet from fire apparatus access as measured by an approved route around the exterior of each building. In addition, aerial apparatus roadways must be located so aerial apparatus will have clear access to the "entire" face/sides of the building. The minimum number of sides is project-specific and depends on the building configuration, building design, occupancy, and construction type, etc. As part of Building Permit Issuance, an alternative materials, design, and methods of construction and equipment permit application will need to be submitted for review and approval incorporating applicable mitigation measures as determined by the fire department for the lack of compliance. Please note acceptable mitigation methods may have been discussed during the planning stage. Those mitigations are not guaranteed until a formal alternate means permit is submitted concurrently with the Building Plans. Conversely, an acceptable mitigation method may not have been discussed and will be evaluated under an alternate means permit at the building permit stage.

- For underpasses, garages, gates, or anything similar that a Fire apparatus is required to drive under as part of the emergency vehicle access, 16 feet vertical clearance will be required. For all other areas, the "minimum" unobstructed vertical clearance shall not be less than 13 feet 6 inches.

<u>or</u>

- For all other areas, the "minimum" unobstructed vertical clearance shall not be less than 13 feet 6 inches.

- The "minimum" width of aerial roadways for aerial apparatus is 26 feet.

- The minimum inside turning radius shall be 30 feet.

- The “minimum” width of roadways for aerial apparatus is 26 feet. Aerial access roadways shall be located a minimum of 15 feet and a maximum of 30 feet from the protected building. This requirement is only applicable when Appendix D of the Fire Code is enforceable.

- Overhead utility and power lines easements shall not be located over fire apparatus access roads or between the aerial fire apparatus roads and the buildings to avoid the possibility of injury and equipment damage from electrical hazards.

- Fire apparatus access roadways shall be all-weather surface(s) designed to support a gross vehicle weight of 75,000-pounds.

- Trees at full development must not exceed 30 feet in height and not impair aerials apparatus operations to sweep opposing sides of a building. Other obstructions such as site lighting, bio-retention, and architectural features are reviewed case-by-case to ensure they do not obstruct aerial and ground ladder access.

- Traffic control/calming devices are not permitted on any designated fire access roadway unless approved. A separate Fire Department permit is required for any barrier devices installed alone fire department apparatus access roads.

Prior to any Building Department Issuance, all fire department apparatus access roadways on private property are required to “be recorded” with the County of Santa Clara as Emergency Vehicle Access Easements (EVAE’s) and reviewed by the Fire Department. No other instruments will be considered as substitutions such as P.U.E, Ingress/Egress easements and/or City Right-of-Ways.

F6. **Emergency Responder Radio Coverage System.** Prior to Building Permit Issuance, provisions shall be made for Emergency Responder Radio Coverage System (ERRCS) equipment, including but not limited to pathway survivability in accordance with Santa Clara Emergency Responder Radio Coverage System Standard.

F7. **Fire Department Access.** Prior to the start of construction, roadways and water supplies for fire protection are required to be installed and made serviceable and maintained throughout the course of construction.

F8. **Fire Department Access.** Prior to issuance of the Building Permit, a gate permit is required to obtained. Openings for access gates located across fire apparatus access roads shall be a minimum of 20 feet of clear width. Gates shall also be provided with a minimum unobstructed vertical clearance of 16-feet. All gates installed on designated fire department access roads must be electrically automatic powered gates. Gates shall be provided with an emergency power or be of a fail-safe design, allowing the gate to be pushed open without the use of special knowledge or equipment. A Tomar Strobe Switch or 3M Opticom detector shall be installed to control the automatic gate(s) to allow emergency vehicles (e.g., fire, police, ems). Said device shall be mounted at a minimum height of eight to ten feet (8’ - 10’) above grade.

F9. **Alternative Means and Methods.** Prior to any Building Permit issuance, an alternate means or methods permits to mitigate any code deficiency must be submitted and approved. Please submit this permit concurrently with the building plans. Please note specific mitigations may have been discussed during the planning process. None of these discussions are binding and can only be formally approved through submitting an AMMR permit. The AMMR permit is formally documenting that and still needs to be submitted.

F10. **Hazmat Information.** Prior to Building Permit Issuance, a Hazardous Materials Inventory Statement including refrigerants is required to be submitted and reviewed with the Building Permit if applicable.

F11. **Fire Safety During Construction.** Prior to Building Permit Issuance, a permit for Construction Safety & Demolition shall be submitted to the fire department for review and approval in compliance with our Construction Safety & Demolition standard.

DURING CONSTRUCTION – PRIOR TO OCCUPANCY

F12. **Shared Fire Protection Features that Cross Property Lines.** Prior to Building Permit Final, any EVAEs or fire protection equipment (including but not limited to fire service undergrounds, sprinkler piping, fire alarm equipment, fire pumps, ERRCS) that cross property lines or is not located on the parcel of the building it serves shall have a CC&R legally recorded detailing who is responsible for maintenance and repair of the EVAE or fire protection equipment.

F13. **Fire Protection Systems Before Occupancy.** Prior to any Certificate of Occupancy Issuance (temporary or permanent), fire-life safety systems installations must be fully installed, functional, and approved.

Special Conditions for Patrick Henry Specific Plan

F14. Prior to issuance of the Certificate of Occupancy, the Developer shall deposit with the City $2,301,050 for the City's purchase of a tractor-drawn aerial apparatus in accordance with the Patrick Henry Specific Plan Area Infrastructure Impact Fee Nexus Study and Fire Department requirements (Ordinance No.2046). The City shall then use these funds to procure and purchase the tractor-drawn aerial referenced above so that there is no delay in issuing a Certificate of Occupancy for the Developer's Project. The Developer is not obligated to directly purchase, procure or acquire the apparatus or associated equipment. This condition will be satisfied once the Developer has paid the $2,301,050 to the City. The Developer shall be eligible to receive a Certificate of Occupancy or any other permit or approval conditioned upon payment. The amount of $2,301,050 is subject to the same annual escalator used for the Patrick Henry Drive Specific Plan Infrastructure Fee. Any reimbursement or credit sought will be communicated to and handled by DPW and follow city established practices and policies.

PARKS & RECREATION DEPARTMENT

PR1. **Park Impact Fees.** This memo assumes the Project is not a subdivision and the Mitigation Fee Act (MFA) provisions will apply. Although a Vesting Tentative Map was filed, it was filed to create a separate parcel for the proposed public park to be dedicated to the City. The project will generate an estimated 682 residents (2.4 persons/household x 284 units). Based on the MFA standard of 2.6 acres/1000 residents, the amount of public parkland required for this Project to mitigate the impact of the new resident demand is approximately 1.7722-acres. The equivalent fee due in lieu of parkland dedication prior to eligible credits would be $10,680,956.

PR2. Any in-lieu fees imposed under Chapter 17.35 shall be due and payable to the City prior to issuance of a building permit for each dwelling unit.

PR3. Calculations may change if the number of units change and/or if any areas do not conform to the Ordinance and City Code Chapter 17.35.

PR4. Developer to dedicate a public park in fee title to the City to help mitigate the impact of the new resident demand. The park parcel should be free of encumbrances. Per the Patrick Henry Drive Specific Plan (Specific Plan), the land value of the dedicated park may be reduced due to encumbrances and items required in City Code.

PR5. The City acknowledges that for this project, the requirement for 3 of the 8 elements has been met, and the City will agree to accept the turfed play field with an area totaling 6,957 sq. ft.

PR6. **Building Permit - Payment of In-Lieu Fees.** Developer proposes to dedicate a 0.559-acre (24,370sf) park with the following easements/encumbrances that restrict the uses of the park and affect the value of the land:

a. PG&E easement that is 15-feet wide and totals 2,361sf (0.0542-ac).
b. Riparian Mitigation Measure that is approximately 67-feet wide by 91-feet wide on the west side because the developer and its consultant determined they were unable to locate any off-site options - 6,098sf area (0.1400-ac).
c. A new joint trench line in the sidewalk.
d. A pad mounted transformer.
e. A switch vault - 144sf.
f. Set back requirements for the transformer and switch vault.

PR7. Due to the location of the residential building, the project requires mitigation. It is the City's understanding that the developer has been unable to secure mitigation offsite and the City has agreed to accept the mitigation onsite. Given this concession, no additional credit will be provided. The City will accept the easements noted above in the park parcel to meet the requirement of the PHD Specific Plan. In exchange for accepting these restrictions, (1) both the area of the PG&E easement and the area of the riparian mitigation will be deducted from the acreage eligible for parkland credit and (2) the developer will maintain the park parcel for the life of the park at Developer's sole cost (also outlined in the Specific Plan). Therefore, the area of the dedicated park parcel eligible for park credit is 15,911 sq. ft. (0.3653-acres).

PR8. **Building Permit - Payment of In-Lieu Fees.** The balance of the fees due in lieu of parkland dedication is $8,916,557.

PR9. The public park design must follow the public input/design review and approval process and meet the Department's "Park Amenity & Design Standards" and the City standards. Due to the nature of the changes to the park, the developer will be required to return to the Parks & Recreation Commission (PRC).

PR10. After Council's review and approval of the park design, Developer shall arrange a premeeting with this department to review next steps and the schedule for design development (DD) and construction documents (CD) plan reviews. Park construction plans will then be submitted through Accela, the City's Permitting Online Portal, before construction can begin.

PR11. Developer to enter into a Park Improvement Agreement with the City. An updated template will be provided by this Department. The Agreement will require City Council review and approval. Once Council approves the Agreement, it will be recorded with the County of Santa Clara before park construction can begin.

PR12. Developer to enter into a Park Maintenance Agreement with the City to maintain the park for the life of the park per the Specific Plan and in exchange for accepting all easements and riparian mitigation requirements within the park parcel. Should there be a Community Facility District formed for this Specific Plan area, the maintenance responsibilities can be revisited.

PR13. **Building Permit - Dwelling Unit Tax.** Dwelling Unit Tax. A dwelling unit tax (DUT) is also due based on the number of units and additional bedrooms per City Code Chapter 3.15. The Project mix includes 31 studio units, 160 one-bedroom units, and 93 two-bedroom units, for a total DUT of $4,725.

PUBLIC WORKS DEPARTMENT - ENGINEERING

E1. **Site Clearance.** Obtain site clearance through Public Works Department prior to issuance of Building Permit. Site clearance will require payment of applicable development fees. Other requirements may be identified for compliance during the site clearance process. Contact Public Works Department at (408) 615-3000 for further information.

E2. **Site Clearance.** Patrick Henry Drive Specific Plan Public Infrastructure Fee

- This Project is subject to the Patrick Henry Drive Specific Plan Public Infrastructure Fee (Infrastructure Fee) which shall be used to fund the construction of Patrick Henry Drive Specific Plan Public Infrastructure (PHD Public Infrastructure). The Infrastructure Fee is to be based on a per new residential unit and new office square footage basis, is subject to annual escalation per the Engineering News Record and is due prior to the issuance of Building Permits.
- If PHD Public Infrastructure is constructed, provided, or paid for by the developer, the City will credit the developer for those items when determining the final Infrastructure Fee due. PHD Public Infrastructure improvements are to be included within the Encroachment Permit issued for the Project.
- If the amount of PHD Public Infrastructure is greater than the amount of Infrastructure Fee required for this project, the City and Developer will enter into an agreement for the City to reimburse the developer the difference in cost. This Agreement is subject to approval by the City Council and reimbursement to the developer is also subject to the availability of funds within the Patrick Henry Drive Infrastructure Fee Fund.

E3. **Site Clearance.** If the developer submits for a Building Permit that causes the total dwelling units to equal or exceed 1,886 dwelling units for the total Building Permit submittals of dwelling units within the entire Patrick Henry Drive Specific Plan area, the developer shall construct the sanitary sewer improvements to move the flow to Great America Parkway via Patrick Henry Drive (including the Great America Parkway upsizing and lowering). The sanitary sewer improvements shall be completed and placed into service prior to developer submitting any request for occupancy.

E4. **Easement.** Obtain City Council approval of a resolution ordering vacation of existing public easement(s) proposed to be abandoned, if any, through Public Works Department, and pay all appropriate fees, prior to start of construction.

E5. **Subdivision Map.** After City Council approval of the Tentative Map, submit the Subdivision Map, prepared by a Licensed Land Surveyor or a Registered Civil Engineer with Land Surveyor privileges to the Engineering Department. The submittal shall include a title report, closure calculations, and all appropriate fees. Subdivision map shall be recorded prior to building permit issuance.

E6. **Design.** Developer shall provide the overall design (construction ready drawings) and phasing recommendations of the Patrick Henry Drive Specific Plan area sanitary sewer

infrastructure system (including the Great America Parkway upsizing and lowering) improvements prior to building permit issuance. Design and phasing recommendations shall include, but not be limited to, the following:

- Intermediate design submissions at 60%, 90%, and 100% for City review and comment.
- Phasing plan for the build out of the work (include sanitary sewer lateral reconnection for proposed and existing properties).
- Sewer design may result in additional utility relocation and shall be considered during design.
- Layout of all utilities within the PHDSP area will be necessary.

Sanitary sewer design work is eligible for reimbursement up to 15% of the construction value via the Patrick Henry Drive Specific Plan Infrastructure Fee. Developer to meet with the Public Works Department to discuss necessary construction of project specific extents for the sanitary sewer system.

DURING CONSTRUCTION

E7. **Encroachment Permit.** All work within the public right-of-way and/or public easement, which is to be performed by the Developer/Owner, the general contractor, and all subcontractors shall be submitted within a Single Encroachment Permit to be reviewed and issued by the City Public Works Department. Issuance of the Encroachment Permit and payment of all appropriate fees shall be completed prior to commencement of work, and all work under the permit shall be completed prior to issuance of occupancy permit.

E8. **Encroachment Permit.** Submit public improvement/encroachment permit plans prepared in accordance with City Public Works Department procedures which provide for the installation of public improvements directly to the Public Works Department. Plans shall be prepared by a Registered Civil Engineer and approved by the City Engineer prior to approval and recordation of final map and/or issuance of building permits.

E9. **Encroachment Permit.** Existing non-standard or non-ADA compliant frontage improvements shall be replaced with current City standard frontage improvements as directed by the City Engineer or his designee.

E10. **Encroachment Permit.** Damaged curb, gutter, and sidewalk within the public right-of-way along property's frontage shall be repaired or replaced (to the nearest score mark) in a manner acceptable to the City Engineer or his designee. The extents of said repair or replacement within the property frontage shall be at the discretion of the City Engineer or his designee.

E11. **Encroachment Permit.** Developer to meet with the Public Works Department to discuss necessary design and construction of project specific extents for the sanitary sewer system subject to reimbursement via the Patrick Henry Drive Specific Plan Public Infrastructure Fee.

E12. **Encroachment Permit.** Developer shall provide a complete storm drain study for the 10-year and 100-year storm events. The grading plans shall include the overland release for the 100-year storm event and any localized flooding areas. System improvements, if needed, will be at developer's expense.

E13. **Encroachment Permit.** All storm drain mains and laterals, sanitary sewer mains and laterals shall be outside the drip line of mature trees or 10' clear of the tree trunk whichever is greater.

E14. **Encroachment Permit.** Provide root barriers when the drip line of the mature trees covers the sidewalk. Root barriers for sidewalk protection shall be 16' long or extend to drip line of the mature tree, whichever is greater, and be 1.5' deep, and centered on trees. Root

barriers for curb and gutter protection shall be 16' long or extend to drip line of the mature tree, whichever is greater, and be 2' deep, and centered on trees.

E15. **Easement.** Dedicate required on-site easements for any new public utilities, and/or emergency vehicle access by means of subdivision map or approved instrument at time of development.

E16. **Easement.** Dedicate sidewalk easements along the project frontage where public sidewalks extend into private property. Sidewalk easements are to be 1' behind proposed back of walk where there is landscaping behind sidewalk. Sidewalk easement where hardscape is behind sidewalk is to be at back-of-walk. Cold joint is required between public sidewalk and private hardscape.

E17. **Agreement.** If requested, Developer/property owner shall prepare and submit for City approval a maintenance plan for all sidewalk, curb and gutter, landscaping and irrigation system improvements installed within the public right-of-way prior to encroachment permit issuance. Such plan shall include at a minimum, maintenance requirements for trees and shrubs, in acknowledgement of developer's/property owner's obligation under Chapter 12.30 and 17.15.

E18. **Agreement.** If requested, Developer/property owner shall prepare and submit for City approval a maintenance plan for all public storm water treatment facilities installed within the public right-of-way or public easements prior to encroachment permit issuance.

E19. **Encroachment Permit.** The half street of Patrick Henry Drive along the project frontage shall be treated with 3" grind and overlay with digouts.

TRAFFIC

DESIGN—PRIOR TO BUILDING PERMIT ISSUANCE

TR1. **Design.** A transportation impact analysis is not required as the project is covered under the Patrick Henry Specific Plan TIA.

TR2. **Design.** A VMT analysis is not required as the project is covered under the VMT analysis conducted for the Patrick Henry Specific Plan.

DURING CONSTRUCTION

TR3. **Encroachment Permit.** Traffic improvements must comply with the City of Santa Clara Standard Specifications for Public Works Construction.

TR1. **Encroachment Permit.** Project shall comply with all requirements set forth in the Patrick Henry Drive Specific Plan including sidewalk width and bicycle requirements. Frontage along Patrick Henry Drive must include a 20' continuous pedestrian zone with minimum 7' walkway and 5' amenity zone.

TR2. **Encroachment Permit.** This project triggers improvements at select intersections based on findings per the Patrick Henry Drive Specific Plan TIA. Applicant shall coordinate with the 3000 Patrick Henry Drive applicant for designing and constructing intersection modifications to add a second northbound left-turn lane at the Great America Parkway and Patrick Henry Drive intersection. This improvement also requires re-striping the westbound direction of Patrick Henry Drive between Old Ironsides Drive and Great America Parkway. This improvement is listed as one of the improvements contained within the Patrick Henry Specific Plan Infrastructure Fee that is 100% to be funded by the Specific Plan. This improvement cost shall be applied as a credit towards the PHDSP Infrastructure fees owed by Developer or reimbursed to Developer from Infrastructure proceeds if cost exceeds the Infrastructure fee owed by Developer. The above traffic mitigation improvements shall be completed and placed into service prior to issuance of a certificate of occupancy.

TR3. **Encroachment Permit.** Improvements within 10 feet of a driveway must be less than 3 feet or greater than 10 feet per City Standard Detail TR-9.

TR4. **Encroachment Permit.** All proposed driveways shall be constructed per City Standard ST- 8.

TR5. **Encroachment Permit.** Unused driveways in the public right-of-way shall be replaced with City standard curb, gutter, and sidewalk per City Standard Detail ST-12.

TR6. **Encroachment Permit.** Upon repaving of Patrick Henry Drive, install two 18-foot travel lanes with 12-foot center turn lane. Remove and transition existing striping outside the paving area to new striping as specified by the Traffic Engineer. Future 8-foot Class IV bike lane, which includes a 3-foot wide buffer zone with bollards, shall be installed with future developments.

TR7. **Encroachment Permit.** Relocate existing bus stop to south of the proposed signalized intersection of Patrick Henry Drive/New East-West Roadway as shown in the Patrick Henry Drive Specific Plan Figure 4.6.2.1B. Coordinate with VTA, plan.review@vta.org for relevant standards and improvements required at the new stop. Copy City Planner in email and submit brief description of project and construction plans.

TR8. **Encroachment Permit.** Project shall implement any improvements identified by VTA at existing bus stops fronting the project site.

TR9. **Building Permit.** The location and quantity of Class I and Class II bicycle parking shall be placed in accordance with recommendations set forth in the Patrick Henry Drive Specific Plan Section 4.6.3.4 and Section 5.2.4.5.

TR10. **Building Permit.** Provide trash pick-up on-site.

TR11. **Building Permit.** Provide loading/unloading zone on-site.

STREETS DIVISION

Right of Way Landscape

DESIGN/PERFORMANCE PRIOR TO ISSUANCE OF BUILDING PERMIT

L1. **Tree Preservations Specifications.** Include City of Santa Clara Tree Preservation/City Arborist specifications on all improvement plans.

L2. **Mature Trees.** Identify existing mature trees to be maintained. Prepare a tree protection plans for review and approval by the City prior to any demolition, grading or other earthwork in the vicinity of existing trees on the site.

L3. **Tree Replacement.** 2:1 tree replacement ratio required for all trees removed from the right-of-way.

DURING CONSTRUCTION OR OPERATION

L4. **No Public Root Cutting.** No cutting of any part of ***public***, including roots, shall be done without securing prior approval of the City Arborist. Tree trimming/removal shall be done in accordance to the City of Santa Clara Tree Preservation/City Arborist specifications and with direct supervision of a certified arborist (Certification of International Society of Arboriculture).

PRIOR TO FINAL OF BUILDING PERMIT

L5. **In Lieu Fee.** If 2:1 replacement ratio cannot be met for removal of right of way landscape trees, tree planting fee must be paid prior to building permit final. This fee can be combined with Community Development Tree Removal Replacement -offsite fee with Department coordination.

Solid Waste

DESIGN/PERFORMANCE PRIOR TO ISSUANCE OF BUILDING PERMIT

SW1. **Post-Construction Solid Waste Generation Estimation and Collection Form.** The applicant shall complete and provide the Post-Construction Solid Waste Generation Estimation and Collection Form, which includes the estimation of trash and recycling materials generated from the project. Use the City's Solid Waste Guidelines for New and Redevelopment Projects as specified by the development type. Contact the Public Works Department at Environment@SantaClaraCA.gov or (408) 615-3080 for more information.

SW2. **Site Plan.** The applicant shall provide a site plan showing all proposed locations of solid waste containers, chutes, compactors, trash enclosures and trash staging areas. The site plan shall show the route or access for trash and recycling collectors (trucks) including vertical clearance, turning radius and street/alley widths. All plans shall comply with the City's Solid Waste Guidelines. Solid metal roof, gates and a trench drain shall be installed within the trash enclosure and connected to the on-site sewer system.

SW3. **Construction Waste Diversion.** For projects that involve construction, demolition or renovation of 5,000 square feet or more, the applicant shall comply with City Code Section 8.25.285 and recycle or divert at least sixty five percent (65%) of materials generated for discard by the project during demolition and construction activities. No building, demolition, or site development permit shall be issued unless and until applicant has submitted a construction and demolition debris materials check-off list. Applicant shall create a Waste Management Plan and submit, for approval, a Construction and Demolition Debris Recycling Report through the City's online tracking tool at http://santaclara.wastetracking.com/.

SW4. **Authorized Service Haulers.** This project is subject to the City's Accumulation, Transportation and Disposal of Solid Waste Ordinance (Chapter 8.25 of the Municipal Codes), which requires the handling and disposal of waste by authorized service haulers. Insert the General Notes for the Construction & Demolition (C&D) Waste Management into construction plans in accordance with the City's municipal codes prior to the issuance of a Building or Grading permit. Provide the Green Halo waste online tracking number to Building staff prior to the issuance of a demolition or building permit.

SW5. **Exclusive Franchise Hauling Area.** This property falls within the City's exclusive franchise hauling area. The applicant is required to use the City's exclusive franchise hauler and rate structure for any hired debris boxes. Prior to the issuance of a Public Works clearance, the project applicant shall complete and sign the Construction and Demolition (C&D) / Waste Management Rules and Regulations Form.

DURING CONSTRUCTION OR OPERATION

SW6. **Waste Generation Tracking.** Applicant to track all waste generated and upload debris tags to GreenHalo for City staff review.

PRIOR TO FINAL OF BUILDING PERMIT

SW7. **Weight Tickets.** Prior to obtaining a Temporary or Final Certificate of Occupancy, individual weight tickets for all materials generated for discard or reuse by the project during demolition and construction activities shall be uploaded to Green Halo and submitted for review and approval by Environmental Services. At a minimum two (2) weeks review time is required.

Stormwater

DESIGN/PERFORMANCE PRIOR TO ISSUANCE OF BUILDING PERMIT

ST1. **Final Stormwater Management Plan.** Prior to City's issuance of Building or Grading Permits, the applicant shall develop a Final Stormwater Management Plan, update the C.3 Data Form, the Special Project Narratives and Worksheet (as appropriate), and an Erosion and Sediment Control Plan.

ST2. **3rd Party Review of Final Stormwater Management Plan.** The Final Stormwater Management Plan and all associated calculations shall be reviewed and certified by a qualified 3rd party consultant from the SCVURPPP List of Qualified Consultants, and a 3rd party review letter (on design) shall be submitted with the Plan.

ST3. **Notice of Intent.** For project that disturbs a land area of one acre or more, the applicant shall provide a copy of the Notice of Intent (NOI) with WDID number for coverage under the State Construction General Permit. Active projects with NOI will be inspected by the City once per month during the wet season (October – April).

ST4. **Best Management Practices.** The applicant shall incorporate Best Management Practices (BMPs) into construction plans and incorporate post-construction water runoff measures into project plans. Include the SCVURPPP Countywide Construction BMPs Plan Sheet with the plans. Applicant to add Source control measures with designations from C.3 stormwater handbook, Appendix H.

ST5. **C.3 Treatment Facilities Construction Notes.** Include the C.3 Treatment Facilities Construction Notes on the Improvement Plans and/or Stormwater Control Plans.

ST6. **Decorative & Recreational Water Features.** Decorative and recreational water features such as fountains, pools, and ponds shall be designed and constructed to drain to the sanitary sewer system only.

ST7. **Interior Floor Drains.** Interior floor drains shall be plumbed to the sanitary sewer system and not connected to the City's storm drain system.

ST8. **Trash Enclosure Floor Drains.** Floor drains within trash enclosures shall be plumbed to the sanitary sewer system and not connected to the City's storm drain system.

ST9. **Architectural Copper.** The use of architectural copper is prohibited.

DURING CONSTRUCTION OR OPERATION

ST10. **Biotreatment Soil Media.** Applicant shall install biotreatment soil media that meets the minimum specifications as set forth in the SCVURPPP C.3 Stormwater Handbook. If percolation rate test of the biotreatment soil mix is not performed on-site, a certification letter from the supplier verifying that the soil meets the specified mix (the date of such document shall not be older than 3 months).

ST11. **Stormwater Control Measure Inspection.** At critical construction phases, all stormwater control measures shall be inspected for conformance to approved plans by a qualified 3rd party consultant from the SCVURPPP List of Qualified Consultants.

ST12. **Inspections.** Permeable Pavement, Media Filter vaults, and Trash Full Capture Devices shall be inspected by a 3rd party reviewer and/or manufacturer representative for conformance with the details and specifications of the approved plans. All new pervious concrete and porous asphalt pavements should have a minimum surface infiltration rate of 100 in./hr. as described in the SCVURPPP C.3 Handbook. A map displaying the number, location and details of full trash capture devices shall be prepared as an attachment to the Operations and Maintenance (O&M) Agreement with the City.

ST13. **Stormwater Treatment Facilities.** Stormwater treatment facilities must be designed, installed, and maintained to achieve the site design measures throughout their life in accordance to the SCVRUPPP C.3 Stormwater Handbook (Chapter 6 and Appendix C).

ST14. **Amendments to Operation & Maintenance Agreement.** Any site design measures used to reduce the size of stormwater treatment measures shall not be installed for the project without the written approval from the City, installing the corresponding resizing of other stormwater treatment measures and an amendment of the property's O&M Agreement.

ST15. **Stormwater Pollution Prevention Messaging.** Developer shall install an appropriate stormwater pollution prevention message such as "No Dumping – Flows to Bay" on any storm drains located on private property.

ST16. **Outdoor Storage Areas.** All outdoor equipment and materials storage areas shall be covered and/or bermed, or otherwise designed to limit the potential for runoff to contact pollutants.

PRIOR TO FINAL OF BUILDING PERMIT

ST17. **As-Built Drawings.** As-Built drawing shall be submitted to the Public Works Department.

ST18. **3rd Party Concurrence Letter.** 3rd Party concurrence letter on the C.3 facilities construction shall be submitted to the Public Works Department. The letter shall be prepared by a 3rd party consultant from the SCVURPPP List of Qualified Consultants. The City reserves the right to review the 3rd party inspection report on the C.3 stormwater facility installation.

ST19. **Final C.3 Inspection.** Applicant shall schedule and City shall conduct a final C.3 inspection.

ST20. **Operation & Maintenance Agreement.** The property owner shall enter into an Operation and Maintenance (O&M) Agreement with the City for all installed stormwater treatment measures and full trash capture devices in perpetuity. Applicants should contact Public Works Dept. - Environmental Services at (408) 615-3080 or Street@SantaClaraCA.gov for assistance completing the Agreement. For more information and to download the most recent version of the O&M Agreement, visit the City's stormwater resources website at http://santaclaraca.gov/stormwater. Inspection of permeable pavement, media filter vaults and full trash capture devices is to be done annually by December 31 of each year.

SILICON VALLEY POWER

GENERAL

SVP1. **Applicant Design Process:** available to Applicants to expedite distribution electric substructure design.

SVP2. **SVP Rules and Regulations:** Applicant shall comply with all applicable SVP rules, regulations, standards, guidelines, and requirements, as may be amended from time to time.

SVP3. **SVP Equipment Clearances:**

a. **Access Doors:** Ten (10) foot minimum clearance in front of equipment access doors.
b. **Pad Sides:** Five (5) foot minimum clearance from pad on sides without access doors.
c. **Truck Access:** Eighteen (18) foot minimum width on one side of the equipment pad for truck access.
d. **Barrier pipes:** (on sides accessible to vehicles)
    i. Thirty (30) inches from equipment sides.
    ii. Forty-Eight (48) inches in front of access doors. (use removable bollards)

SVP4. **SVP Conduit Clearances:**

a. **Longitudinal**: Five (5) foot minimum between new conduits/piping and existing/proposed SVP conduits.
b. **Vertical**: Twelve (12) inch minimum between new conduit/pipes perpendicular to existing SVP conduits.
c. **Poles/Posts**: Three (3) foot six (6) inches clearance required from poles (electrolier, guy stub, service clearance, self-supporting steel, and light poles),

except for riser conduits. This is reduced to a three (3) foot minimum for posts (signposts, barrier pipes, bollards, fence posts, and other similar posts).

d. **Structures:** Five (5) foot minimum is required from walls, footings, retaining walls, landscape planter, or similar permanent structures.
e. **Subsurface Facilities:** Five (5) foot minimum from new splice boxes, pull boxes, manholes, vaults, or similar subsurface facilities.
f. **Fire Hydrant:** Five (5) foot minimum from fire hydrant thrust block. (Extends 5 feet on either side of the hydrant in line with the radial water pipe connected to the hydrant).

SVP5. **SVP Vault/Manhole Clearances:**

a. Ten (10) foot minimum between adjacent Vaults or Manholes.
b. Three (3) foot minimum from face of curb. (bollards required for vaults).

SVP6. **SVP Guy Anchor Clearances:** Five (5) foot minimum clearance is required between the center of anchor line and any excavation area.

SVP7. **Tree Clearances:**

a. **Conduits:** Five (5) foot minimum to tree root barrier or other subsurface wall or structure.
b. **Equipment:** Five (5) foot minimum to tree root barrier. The tree canopy drip line cannot be over the SVP equipment.
c. **Subsurface Facilities:** Five (5) foot minimum to any electric department facilities. Any existing trees in conflict will have to be removed.
d. **Easements:** No trees shall be planted in SVP's U.G.E.E or P.U.E's.
e. **Transformer & Switch Placement:** these devices and pads may only be located outdoors. Clearances to buildings are defined in UG1225. All projects are to assume mineral oil fluid, unless otherwise approved by SVP.

SVP8. **SVP Standards.** Applicant shall comply with the following SVP standards (as may be amended or supplemented).

a. UG1000 - Installation of Underground Substructures by Developers
b. UG1250 – Encroachment Permit Clearances from Electric Facilities
c. UG0339 – Remote Switch Pad
d. OH1230 – Tree Clearances from Overhead Electric Lines
e. SD1235 – Tree Planting Requirements Near Underground Electric Facilities
f. UG1225 – Pad mounted Equipment Clearances and Protection
g. UG0250 – High Density Residential Metering Requirements
h. FO-1901 – Fiber Optic Splicing and Testing Methods
i. SVP Rules and Regulations – Latest Edition

SVP9. **SVP Standards, Miscellaneous:**

a. In the case of podium-style construction, all SVP facilities and conduit systems must be located on solid ground (aka "real dirt") and cannot be supported on parking garage ceilings or placed on top of structures.
b. No splice boxes are allowed between the SVP utility connection point and the applicants main switch board.
c. SVP does not utilize any sub-surface (below grade) devices in its system. This includes transformers, switches, etc.

SVP10. **Meter Locations:**

a. For condominium or apartment, all electric meters and service disconnects shall be grouped at one location, outside of the building or in a accessible utility room. If they are townhomes or single-family residences, then each unit shall have its own meter, located on the structure. A double hasp locking arrangement shall be provided on the main switchboard door(s). Utility room door(s) shall have a double hasp locking arrangement or a lock box shall be provided. Utility room door(s) shall not be alarmed.

b. All interior meter rooms at ground level are to have direct, outside access through only ONE door. Interior electric rooms must be enclosed in a dedicated electric room and cannot be in an open warehouse or office space.

SVP11. **Underground Service Entrance**

a. (277/480V Service or Lower) Underground service entrance conduits and conductors shall be "privately" owned, maintained, and installed per City Building Inspection Division Codes to the SVP defined utility connection point.

b. (12KV Service) SVP terminates cable on the applicant owned switchgear.

c. No cross-parcel distribution is allowed. SVP service points must be within the parcels that they serve.

SVP12. **Code Sections:**

a. The Applicant shall provide and install electric facilities per Santa Clara City Code chapter **17.15.210.**

b. Installation of underground facilities shall be in accordance with City of Santa Clara Electric Department standard UG-1000, latest version, and Santa Clara City Code chapter **17.15.050.**

c. The applicant shall perform, in accordance with current City standards and specifications, all trenching, backfill, resurfacing, landscaping, conduit, junction boxes, vaults, street light foundations, equipment pads and subsurface housings required for power distribution, street lighting, and signal communication systems, as required by the City in the development of frontage and on-site property. Upon completion of improvements satisfactory to the City, the Applicant will dedicate the improvement to the City subject to City's acceptance the work. The applicant shall further install at his cost the service facilities, consisting of service wires, cables, conductors, and associated equipment necessary to connect a applicant to the electrical supply system of and by the City. After completion of the facilities installed by the Applicant, the City shall furnish and install all cable, switches, street lighting poles, luminaries, transformers, meters, and other equipment that it deems necessary for the betterment of the system per Santa Clara City Code chapter **17.15.210 (2).**

SVP13. **Existing Facilities:**

a. All existing SVP facilities, onsite or offsite, are to remain unless specifically addressed by SVP personnel in a separate document. It is the Applicants responsibility to maintain all clearances from equipment and easements. The Applicant may contact SVP outside of the PCC process for clear definitions of these clearance requirements. Applicant should not assume that SVP will be

removing any existing facilities without detailed design drawings from SVP indicating potential removals. Simply indicating that SVP facilities are to be removed or relocated on conceptual plans does not imply that this action has been approved by SVP.

b. Any relocation of existing electric facilities shall be at Applicants expense.

SVP14. **Generators:** Non-Utility Generator equipment shall not operate in parallel with the electric utility, unless approved and reviewed by the Electric Engineering Division. All switching operations shall be "Open-Transition-Mode", unless specifically authorized by SVP Electric Engineering Division. A Generating Facility Interconnection Application must be submitted with building permit plans. Review process may take several months depending on size and type of generator. No interconnection of a generation facility with SVP is allowed without written authorization from SVP Electric Engineering Division.

DESIGN / PERFORMANCE – PRIOR TO ISSUANCE OF BUILDING PERMIT

SVP1. **Initial Information:** Applicant shall provide a site plan showing all existing utilities, structures, easements, and trees. The applicant shall also include a detailed panel schedule showing all current and proposed electric loads.

SVP2. **SVP Developers Work Drawing:** Applicant shall have a developers work drawing created for the site by either an SVP estimator or through the applicant design process. All SVP standards and clearance requirements as defined in the General Section of the COA's must be met, or variance approvals must be granted by SVP. The developers' work drawing shall include but is not limited to: SVP substructure for primary, low voltage, streetlight, and fiber facilities. SVP facilities may extend off-site to the nearest utility connection point to tie-in with existing infrastructure as deemed necessary by SVP.

SVP3. **Encroachment Permit:** Prior to issuance of Building Permits, the applicant shall submit an encroachment permit application with an ***approved*** SVP Developers Work Drawing for construction of electric utilities that comply with the latest edition of SVP Standards and Rules and Regulations, Electric Notes, and Electric Standard Details and Specifications.

SVP4. **Applicants Switchgear:** All applicant main switchgear with SVP meters must meet EUSERC standards and be approved by SVP's meter shop prior to ordering. Switchgear for 12KV gear must have batteries sized for 4 hours of operation, no capacitive tripping, and 2 sets of relays, CTs, & PTs for each main. All double ended switchgear with a tie breaker, must include a kirk-key interlock scheme and an SVP provided warning label for the operation of the main tiebreaker.

SVP5. **AMI/Fiber Building Requirements:** All projects implementing high rise metering and multi-floor infrastructure requirements shall meet the requirements outlined in UG 0250 & FO1901.

DURING CONSTRUCTION – PRIOR TO OCCUPANCY

SVP6. **Easements**: Prior to the City's issuance of Building or Grading Permits, the applicant shall provide a dedicated underground electric utility easement (U.G.E.E) around the electric onsite facilities (Not a P.U.E). The electric utility easement shall be a minimum of 10 feet wide around conduit and 5' minimum around equipment and vault/manhole pads. Additionally, the applicant shall submit plans defining existing easements so Electric Division can verify if there are any conflicts with new proposed easements or improvements. The Applicant shall grant to the City, without cost, all easements and/or right of way necessary for serving the property of the Applicant and for the installation of utilities (Santa Clara City Code chapter 17.15.110).

SVP7. **Coordination Study:** For any services taken at 12KV, a coordination study will need to be conducted by the applicant prior to energizing the service.

SVP8. **Applicants Switchgear:** Applicants' switchgear will be inspected on site by SVP to ensure compliance with approved switchgear drawings. Electric meters and main disconnects shall be installed per Silicon Valley Power Standard MS-G7, Rev. 2.

SVP9. **Electric Facilities:** Prior to the City's issuance of Occupancy, the applicant shall construct all electric utilities per the approved SVP Developers Work Drawing. SVP will inspect all electric utility installations and all other improvements encroaching on electric facilities.

SVP10. **Municipal Fees:** Prior to electric service energization, all applicable fees per the City of Santa Clara's Municipal Fee Schedule shall be paid by the applicant.

SVP11. **Costs & Expenses:** Unless expressly stated otherwise or covered by a fee to be paid by the applicant, applicant shall be responsible for all costs and expenses associated with fulfilling these conditions of approval.

OPERATIONAL CONDITIONS – AFTER OCCUPANCY

SVP12. **Access:** SVP will require 24-hour unobstructed access to all SVP equipment which includes: manholes, transformers, vaults, switches, meters, indoor electrical rooms with SVP owned equipment etc.

WATER & SEWER DEPARTMENT

DESIGN / PERFORMANCE -- PRIOR TO ISSUANCE OF BUILDING PERMIT

W1. **Recycled Water Use.** Pursuant to Chapter 13.15, Water, Article IV. Regulation of Recycled Water Service and Use, of the Municipal Code, the project is required to use recycled water for all non-potable uses where recycled water is made available and where provided for by Recycled Water regulations. This project is required to extend and connect to the City's existing Recycled Water System.

W2. **Recycled Water Design.** Each Recycled Water land use (irrigation, dual-plumbing, cooling system, industrial processes, etc.) shall have a separate metered service connection to the main. Applicant shall verify separations between all potable/fire lines and recycled water lines, pipe type, pipe depths, equipment types, warning lids, tags and signs.

W3. **Potable Water Main.** The applicant shall replace the existing 12" AC water main on Patrick Henry Drive with a new 12" DIP pipe water main. The water main replacement shall begin and end at a valve connection and shall extend, at a minimum, the entire length of the property's frontage.

W4. **Recycled Water Main.** The applicant shall replace the existing recycled water main on Patrick Henry Drive with a 12" DIP water main. The water main replacement shall begin and end at a valve connection and shall extend, at a minimum, the entire length of the property's frontage.

W5. **Sanitary Sewer Main.** The applicant shall coordinate the onsite and offsite sewer improvements with the PHD Specific Plan sewer study and submit a design for the City's review. This will require the following:

a. Design of PHD Sewer: The applicant will be required to design the proposed sanitary sewer for the Patrick Henry Drive Specific Plan if the design has not been commissioned at the time of permit submittal.
b. Construction of Frontage Improvements: The applicant will install the portion of the proposed sewer main along the frontage property.
c. Design of Sewer Lateral: Although, the new sewer lateral for the site shall connect to the existing system until all of the PHD sewer improvements

have been installed, the new sewer lateral shall be designed at an elevation that will allow it to connect to the future PHD Sewer main.

W6. **Encroachment Permit.** Prior to issuance of Building Permits, the applicant shall submit an encroachment permit application and design plans for construction of water utilities that comply with the latest edition of the Water & Sewer Utilities Water Service and Use Rules and Regulations, Water System Notes, and Water Standard Details and Specifications. In addition, prior to the City's issuance of Occupancy, the applicant shall construct all public water utilities per the approved plans. The Water & Sewer Utilities will inspect all public water utility installations and all other improvements encroaching public water utilities.

W7. **Utility Design Plans.** Utility Design Plans shall indicate the pipe material and the size of existing water, recycled water and sewer main(s). The plans shall show the nearest existing fire hydrant and the two nearest existing water main line gate valves near the project area. The plans shall show meter and backflow configurations to scale and per City of Santa Clara Water & Sewer Utilities Standard Details. Note that all new water meters and backflow prevention devices shall be located behind the sidewalk in a landscape area. Fire hydrants should be located two feet behind monolithic sidewalk if sidewalk is present; two feet behind face of curb if no sidewalk is present, per City Std Detail 18. The plans shall provide the profile section details for utilities crossing water, sewer, or recycled water mains to ensure a 12” minimum vertical clearance is maintained.

W8. **Utility Separations.** Applicant shall adhere to and provide a note indicating that all horizontal and vertical clearances comply with State and local regulations. The applicant shall maintain a minimum 12” of vertical clearance at water service crossing with other utilities, and all required minimum horizontal clearances from water services: 10' from sanitary sewer utilities, 10’ from recycled water utilities, 8' from storm drain utilities, 5' from fire and other water utilities, 3' from abandoned water services, 5' from gas and electric utilities, and 5’ from the edge of the propose or existing driveway. For sanitary sewer, water, and recycled water utilities, the applicant shall maintain a minimum horizontal clearance of 10' from existing and proposed trees. If applicant installs tree root barriers, clearance from tree reduces to 5' (clearance must be from the edge of tree root barrier to edge of water facilities). No structures (fencing, foundation, biofiltration swales, etc.) allowed over sanitary sewer, potable water and/or recycled water utilities and easements.

W9. **Separate Services.** Applicant shall submit plans showing proposed water, recycled water, sanitary sewer, and fire services connected to a public main in the public right-of-way to the satisfaction of the Director of Water & Sewer Utilities. Different types of water and recycled water use (domestic, irrigation, fire) shall be served by separate water services, each separately tapped at the water main. Tapping on existing fire service line(s) is prohibited. Approved backflow prevention device(s) are required on all potable water services.

W10. **City Standard Meters and Backflows.** All proposed meters and backflows for all water services shall meet the current City of Santa Clara Water & Sewer Utilities Standard Details. Plans shall show meter and backflow configurations to scale.

W11. **Existing Services.** The applicant must indicate the disposition of all existing water and sewer services and mains on the plans. If the existing services will not be used, then the applicant shall properly abandon these services to the main per Water & Sewer Utilities standards and install a new service to accommodate the water needs of the project. The applicant shall bear the cost of any relocation or abandonment of existing Water

Department facilities required for project construction to the satisfaction of the Director of Water and Sewer Utilities.

W12. **On-Site Storm Drain Treatment.** Prior to issuance of Building Permit, the applicant shall submit plans showing any onsite storm water treatment system. The plan shall include a section detail of the treatment system. No water, sewer, or recycled water facilities shall be located within 5-feet of any storm water treatment system.

W13. **Water Usage.** Prior to the issuance of Building Permits, the applicant shall provide documentation of water usage so the Water Division can verify the appropriate size of all proposed water meters. Please note that if the existing water services are incapable of supplying the water needs to the site, the existing services shall be abandoned, and new separate dedicated water services shall be provided for each use (domestic and irrigation).

W14. **Landscaping.** All the landscaping for the project shall comply with the California Water Conservation in Landscaping Act, Government Code Section 65591 et. seq. All plants shall be either California native or non-invasive, low water-using or moderate water-using plants. High water-using plants and nonfunctional turf are prohibited.

W15. **Water Features.** Prior to issuance of Building Permits, the applicant shall submit plan details for all water features (including but not limited to fountains and ponds) designed to include provisions for operating the system without City potable water supply and capable of being physically disconnected from source of potable water supply during City declared water conservation periods, to the satisfaction of the Director of the Water & Sewer Utilities. Decorative water features may be permanently connected to the City's recycled water supply.

W16. **Easements.** Prior to City's issuance of Building or Grading Permits, the applicant shall provide a dedicated water utility easement around the backflow prevention device onsite. The water utility easement for the water services and all other public water appurtenances shall be a minimum 15 feet wide and be adjacent to the public right-of-way without overlapping any public utility easement. Additionally, the applicant shall submit plans defining existing easements so Water Division can verify if there are any conflicts with proposed easements and water utilities.

W17. **Underground Fire Permit.** Prior to issuance of Building Permits, applicant shall submit an underground fire permit unless otherwise waived by the Fire Department. If fire flow information is needed, applicant shall coordinate with Water and Sewer Utilities Department, for fire flow information at (408)615-2000. A dedicated fire service line, with an approved backflow prevention device, shall be used for on-site fire hydrants. Fire service lines required for commercial and industrial use shall be sized appropriately per fire flow demand and code requirements.

DURING CONSTRUCTION

W18. **City Standard Meters and Backflow Installation.** No meters or backflows shall be installed prior to establishment of water service account with the Municipal Services Division of the Finance Department. The applicant shall provide a copy of the account information to the Water and Sewer Utilities Department Inspector and Meter Shop prior to installation of any meter or backflow. All meters and backflows approved for installation shall be tested prior to use. Water service connections shall not be used prior to authorization by the Water and Sewer Utilities inspector.

W19. **Construction Water.** This project shall use recycled water for all construction water needs for onsite and offsite construction.

W20. **Water Shortage Response Actions.** Pursuant to the City of Santa Clara's Urban Water Management Plan, during times of drought or water shortage, the City implements water shortage response actions in accordance with the level of water shortage declared. All

construction activities and all new irrigation connections are subject to the Water Shortage Response Actions in effect at the time of construction and connection of the irrigation service.

Water Shortage Response Actions for Stage 2 and higher include water use restrictions that limit the use of potable water such as:

a. prohibiting the installation of new potable water irrigation services. new irrigation connections, construction, and dust control.
b. restrict the use of potable water used for construction and dust control if recycled water is available.

This project is subject to all the requirements and restrictions of the Water Shortage Response Actions in place or adopted during the duration of the project. For more information, visit the City of Santa Clara Water & Sewer Utilities website at www.santaclaraca.gov/waterconservation.

PRIOR TO FINAL OF BUILDING PERMIT

W21. **Record Drawings.** Upon completion of construction and prior to the City's issuance of a Certificate of Occupancy, the applicant shall provide "as-built" drawings of the public water utility infrastructure prepared by a registered civil engineer to the satisfaction of the Director of Water & Sewer Utilities Department.

W22. **Conditional Releases.** The applicant shall comply with all the requirements of any building permit conditional release requirements.

OPERATIONAL CONDITIONS

W23. **Onsite Recycled Water Compliance.** An active onsite recycled water system is a regulated system that must continuously be in compliance with all State, SBWR and City code requirements and regulations. The applicant shall always maintain a certified Site Supervisor and prevent any cross-connections from occurring between the onsite regulated RW system and the other plumbing systems, especially the domestic water system. The Site Supervisor for this site shall work with to the Compliance Division of Water and Sewer Utilities to remain in compliance and report any changes to the regulated system.

KEY:

G = General
P = Planning Division
BD = Building Division
H = Housing & Community Services Division
F = Fire Department
PR = Parks & Recreation Department
PD = Police Department
E = Engineering Division
Streets Division (Landscape, Solid Waste, and Stormwater)
L = Landscape
SW = Solid Waste
SVP = Silicon Valley Power
W = Water & Sewer Department

ACKNOWLEDGEMENT AND ACCEPTANCE OF CONDITIONS OF APPROVAL

Permittee/Property Owner

The undersigned agrees to each condition of approval and acknowledges and hereby agrees to use the project property on the terms and conditions set forth in this permit.

Signature: _____

Printed Name: _____

Relationship to Property: _____

Date: _____

Pursuant to Santa Clara City Code 18.128.100, the applicant shall return this document to the Department, properly signed and dated, within 30-days following the date of the Acknowledgement.

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4590 PATRICK HENRY DRIVE

PARCEL 16

Note regarding Park Design: The park shown is conceptual in nature with final design to be reviewed by the Parks & Recreation Commission and then approved by City Council.

PCC SUBMITTAL - JUNE 6, 2023
PCC SUBMITTAL R1 - DECEMBER 19, 2023
PCC SUBMITTAL R2 - MARCH 5, 2024

OWNER:
4590 PATRICK HENRY LLC
101 CALIFORNIA STREET, SUITE 950
SAN FRANCISCO, CA 94111

OWNER'S REPRESENTATIVE:
KASA PARTNERS
101 CALIFORNIA STREET, SUITE 950
SAN FRANCISCO, CA 94111
TEL:
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EMAIL: JSUH@KASA-PARTNERS.COM

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LANDSCAPE ARCHITECT
GLS LANDSCPAE/ARCHITECTURE
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CONTACT: WENDY MOK
EMAIL: WINGMOK@GLSARCH.COM

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GENERAL INFORMATION

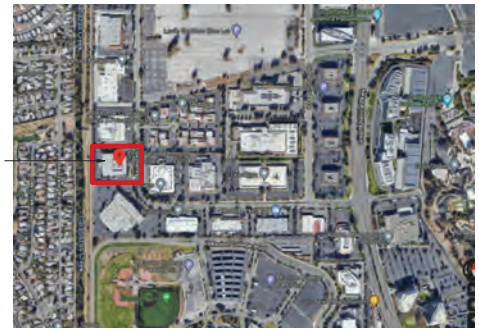
ADDRESS:	4590 PATRICK HENRY DRIVE, SANTA CLARA, CA
PARCEL #: APN:	PARCEL 16 (386 M 4-5) 104-04-123
PARCEL AREA:	121,737 SQ FT OR 2.7947 ACRES
SPECIFIC PLAN:	PATRICK HENRY DRIVE SPECIFIC PLAN, MARCH 2022
ZONING:	URBAN VILLAGE (UV)
PROPOSED USE:	MULTI-FAMILY RESIDENTIAL

ZONING ANALYSIS

GENERAL	**REQUIRED**	**PROPOSED**
HEIGHT LIMIT	160 FT	85 FT
NUMBER OF STORIES	12 MAX	8
GROSS RESIDENTIAL DENSITY	100 TO 149 DWELLING UNITS PER ACRE	127
AFFORDABLE HOUSING REQ	15% MIN	PROVIDED
SETBACKS		
FRONT	10 FT	14 FT
REAR	10 FT	10 FT
INTERIOR	10 FT	10 FT (NORTH), 43 FT (SOUTH)
PARKING REQUIREMENTS		
UNITS < 550 SQ FT	0.5 SPACES PER UNIT	
UNITS > 550 SQ FT	1.0 SPACES PER UNIT	SEE G002
VISITORS	0.05 SPACES PER UNIT	
CLASS 1 BICYCLE PARKING SPACES	1.0 SPACES PER UNIT	
CLASS 2 BICYCLE PARKING SPACES	1.0 SPACES PER 15 UNITS	SEE G002, A201, L100C & L100D
OPEN SPACE REQUIREMENTS		
PUBLIC PARK DEDICATION	0.555 ACRES PER PHD SPECIFIC PLAN	SEE G004
POPOS	NOT REQUIRED	

VICINITY MAP

PROJECT SITE



PROJECT OVERVIEW

THE PROJECT SITE IS A SINGLE 2.79 ACRE PARCEL LOCATED AT 4590 PATRICK HENRY DRIVE (THE "PROJECT SITE") IN THE PATRICK HENRY DRIVE (PHD) SPECIFIC PLAN AREA IN SANTA CLARA (THE "CITY"). IT IS CURRENTLY DEVELOPED WITH A 1-STORY, 42,821 SQUARE FOOT BUILDNG WITH LIGHT INDUSTRIAL USE.

4590 PATRICK HENRY LLC, THE PROJECT APPLICANT (THE "APPLICANT"), PROPOSES TO DEMOLISH THE EXISTING STRUCTURE AND REDEVELOP THE PROPERTY WITH A MULTI-FAMILY HOUSING PROJECT INCLUDING AFFORDABLE HOUSING (THE "PROJECT"), AND APPLY FOR BENEFITS TO WHICH IT IS ENTITLED PURSUANT TO THE STATE DENSITY BONUS LAW. SEE APPLICANT LETTER FOR ADDITIONAL INFORMATION.

Note regarding Park Design: The park shown is conceptual in nature with final design to be reviewed by the Parks & Recreation Commission and then approved by City Council.

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G002	PROJECT DATA
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G004	OPEN SPACE DIAGRAMS
G005A	BUILDING AREA DIAGRAMS
G005B	BUILDING AREA DIAGRAMS
G006	BUILDING EGRESS
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02 - CIVIL	
TM-1	VESTING TENTATIVE PARCEL MAP
C1.0	EXISTING CONDITIONS
C2.0	PRELIMINARY SITE PLAN
C3.0	PRELIMINARY GRADING PLAN
C4.0	PRELIMINARY UTILITY PLAN
C5.0	CROSS SECTIONS
C6.0	PRELIMINARY STORMWATER MANAGEMENT PLAN
C6.1	PRELIMINARY STORMWATER MANAGEMENT DETAILS
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L003	PRELIMINARY WATER EFFICIENT LANDSCAPE WORKSHEET
L100	LANDSCAPE SITE PLAN - GROUND LEVEL
L101	LANDSCAPE SITE PLAN - LEVEL 4
L102	LANDSCAPE SITE PLAN - LEVEL 8
L100A	ENLARGED PLAN - GROUND LEVEL
L100B	ENLARGED PLAN - GROUND LEVEL
L100C	ENLARGED PLAN - GROUND LEVEL
L100D	ENLARGED PLAN - GROUND LEVEL
L100E	ENLARGED PLAN - PUBLIC PARK
L100F	ENLARGED PLAN - PUBLIC PARK
L101A	ENLARGED PLAN - LEVEL 4
L102A	ENLARGED PLAN - LEVEL 8
L110	LIGHTING PLAN - GROUND LEVEL
L111	LIGHTING PLAN - LEVEL 4
L112	LIGHTING PLAN - LEVEL 8
L400	MATERIAL PALETTE
L401	PARK MATERIAL AND PLANTING PALETTE

NO	NAME
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L501	PLANTING PALETTE
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04 - ARCHITECTURAL	
A101	FIRE ACCESS PLAN - GROUND FLOOR
A102	FIRE ACCESS SECTIONS
A103	CIRCULATION PLAN
A104	PHD FRONTAGE
A201	GROUND FLOOR
A202	LEVEL 2
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A301	3D VIEW - SOUTH EAST
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A311	BUILDING SECTIONS
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A401	UNIT PLANS - STUDIO
A402	UNIT PLANS - 1 BED
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22	
05 - JT	
INT1	JOINT TRENCH INTENT
INT2	JOINT TRENCH INTENT
2	
06 - TRASH	
TR0.0	SITE PLAN
TR0.1	SITE PLAN
TR1.0	TRASH ROOM LAYOUT
3	
SOLAR STUDY	
SS 1	SOLAR STUDY
1	
TOTAL: 67	

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12/19/2023

UNIT COUNT/MIX BY FLOOR

TYPE	S1	S2 - PHD	1A	1B - SML	1C - CORNER	1D - DEEP	1E - CORNER	1F - COURT ACCESS	1G - L2 at FIRE TURN	2A	2B - SML	2C - PHD	2D - CORNER	2E - COURT ACCESS	TOTAL
MIN SIZE	18x30	18x36	24 x 30	24x27	40x25	22x35	22x35	24x30	26x35	35 x 30	35 x 27	35 x 36	31.5 x 36	34x30	
GSF	540	640	720	648	655	775	780	720	910	1015	945	1200	1075	1035	
LEVEL 1	1	1									2				4
LEVEL 2	1	1	3	2			1		1		6		2		17
LEVEL 3		2	3	2			1				3	3	3		14
LEVEL 4	3	2	15	2	8	1	1	1		8		3	2		46
LEVEL 5	3	2	16	2	10	1	1			8		3	4	1	51
LEVEL 6	3	2	16	2	10	1	1			8		3	4	1	51
LEVEL 7	3	2	16	2	10	1	1			8		3	4	1	51
LEVEL 8	3	2	15	2	10	1	1			8		3	1	1	47
TOTAL	**17**	**14**	**84**	**14**	**48**	**5**	**7**	**1**	**1**	**40**	**11**	**18**	**20**	**4**	**284**
	31		**160**							**93**					
UNIT MIX	**11%**		**56%**							**33%**					**100%**
													Unit Average		807
													Rentable GSF		229,100

CONCEPTUAL BUILDING AREA TABULATIONS*

Level	Residential Rentable GSF*	Common Leasing / Lobby / Amenity GSF	Residential Core GSF**	Residential Total GSF	*Efficiency*	Garage Total GSF	Grand Total GSF
L1	3,500	10,600	3,600	**7,100**	*49%*	**42,000**	**59,700**
L2	15,200		4,700	**19,900**	*76%*	**42,000**	**61,900**
L3	16,400		4,700	**21,100**	*78%*	**42,000**	**63,100**
L4	37,000	3,500	7,000	**44,000**	*84%*		**47,500**
L5	40,000		7,000	**47,000**	*85%*		**47,000**
L6	40,000		7,000	**47,000**	*85%*		**47,000**
L7	40,000		7,000	**47,000**	*85%*		**47,000**
L8***	37,000	850	6,400	**43,400**	*85%*		**44,250**
Basement							**0**
Total	229,100	14,950	47,400	**276,500**	**83%**	**126,000**	**417,450**

NOTES:

*Residential Rentable GSF calculation includes exterior, corridor and party walls

** Residential Core GSF include corridors, upper floor and move in lobbies, stairs, elevators, res. level utility spaces, etc

*** Common Open Space (Courtyard & Roof Deck) not included in Total Building Area

PARKING TABULATION

ON-SITE STALL DISTRIBUTION

Level	Guest Uniform 8'-6" x 17'	Resident Uniform 8'-6" x 17'	Accessible 9' x 18'	EV Compliant 9' x 18'	EV Compliant 8'-6" x 17'	Total
						0
3		68		16	27	111
2		68		16	27	111
1	14	66	8	5	9	102
Total	14	202	8	37	63	**324**

REQUIRED

RESIDENTIAL PARKING		
Dwelling Units Provided	284	
Units > 550 gsf	267	
Units < 550 gsf	17	
Parking Ratio Units > 550 gsf	1 to 1 Required:	267
Parking Ratio Units < 550 gsf	0.5 to 1 Required:	9
Guest Parking Ratio	1 to 0.05 Required:	14
Car Share Parking	TBD Required:	0
	Total	**290**

ACCESSIBLE PARKING CALCULATION*

PARKING STALLS	Stall count	Percent	Accessible Total
Residential Parking at 2% of stalls	310	2%	7
Residential Guest Parking at 5% of stalls	14	5%	1
Total Accessible Parking Required			8
Total Accessible Parking Provided			**8**

* Accessible stalls included in "required" and "provided" parking calculations

PROVIDED ON SITE

RESIDENTIAL PARKING	
Resident	310
Guest Parking	14
Car Share Parking	0
Total	**324**

1.14

ELECTRIC VEHICLE (EV) PARKING CALCULATIONS*

PARKING STALLS	Stall count	Percent	EV Total
First 20 Units - 1 Level 2 EV Ready	20	na	20
25% of Remaingin Stalls - 1 Level 2 EV Ready	290	25%	73
Remainging stalls - Low Power Level 2 EV Ready	232		232
Total EV Compliant Parking Required			324
Total EV Compliant Parking Provided			**324**

* EV and Clean Air stalls included in "required" and "provided" parking calculations

** Per CAL Green 4.106.4.2.2 - Residential Mandatory Measures - 10% of the total number of parking spaces provided for all types of parking facilities, capable of supporting future EVSE. 31

*** Per CAL Green Non-Residential Mandatory Measures - EV stalls to be provided for non-residential uses per table 5.106.5.3.3 (10-25 stalls) 4

NOTE: ONLY THE EV STALLS REQUIRED BY CAL-GREEN ARE ANTICIPATED TO BE SIZED 9'X18', MEETING CAL-GREEN REQUIREMENTS.

BICYCLE PARKING CALCULATIONS

BIKE PARKING	Count	Percent	Bike Rack
Class I - One space per two Dwelling Units	284	1:1	284
Class II - one per every 15 Units*	284	1:15	19
Total Bike Racks Provided			**303**

* Class II racks = 2 bikes parked

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PATRICK HENRY DRIVE

4590 PATRICK HENRY DRIVE, SANTA CLARA, CA 95054

PROJECT DATA

03.05.24 | 2020015 | BAR architects | G002

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PATRICK HENRY DRIVE
4590 PATRICK HENRY DRIVE, SANTA CLARA, CA 95054

EXISTING SITE PHOTOS

03.05.24	2020015	BAR architects		G003

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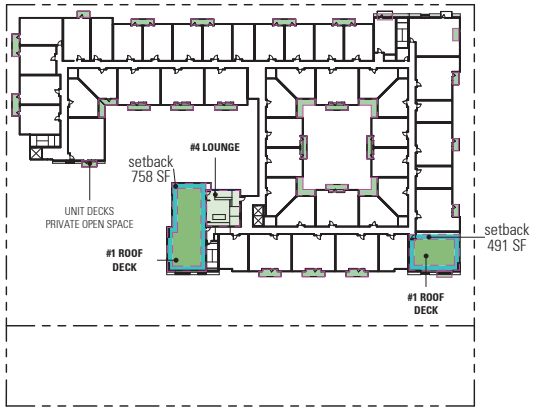
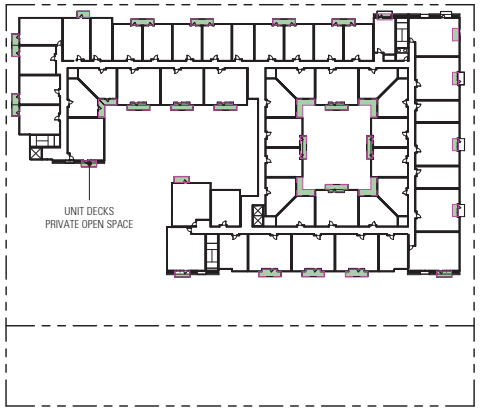


4 G004 **LEVEL 8 - OPEN SPACE PLAN**
1" = 50'-0"



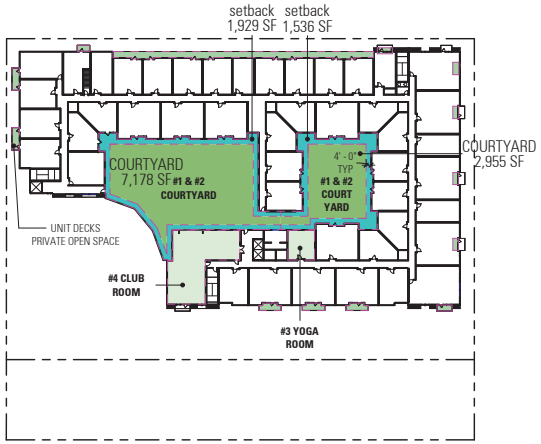
3 G004 **TYPICAL LEVELS 5-7 - OPEN SPACE PLAN**
1" = 50'-0"

OPEN SPACE LEGEND

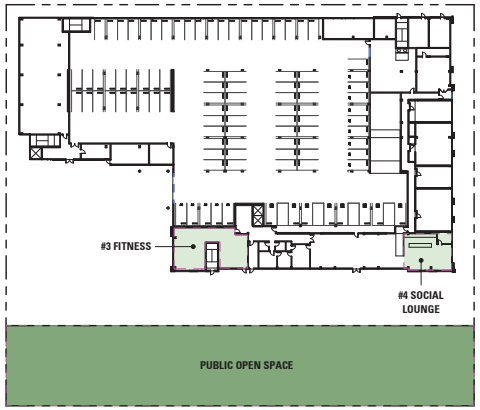
- DEDICATED PUBLIC PARKLAND
- COMMON COURT / DECKS
- PRIVATE UNIT DECKS
- INTERIOR SPACE

THE FOUR PRIVATE OPEN SPACE AMENITIES MEETING SANTA CLARA CODE 17.35.070 F)

1. LANDSCAPED AND FURNISHED, PARK-LIKE QUIET AREAS -- AREAS LABELED #1
2. FAMILY PICNIC AREA – AREAS LABELED #2
3. GAME, FITNESS OR SPORT COURT AREA – AREAS LABELED #3
4. RECREATION CENTER BUILDINGS AND GROUNDS – AREAS LABELED #4



2 G004 **LEVEL 4 - OPEN SPACE PLAN**
1" = 50'-0"



1 G004 **LEVEL 1 - OPEN SPACE PLAN**
1" = 50'-0"

CONCEPTUAL OPEN SPACE AREA TABULATIONS

Level	Private Unit Deck GSF	Common Deck & Court GSF	Open Space Total GSF	Interior Lounge Total GSF	Interior Fitness Total GSF	Interior Yoga Total GSF	Grand Total GSF
L1			0	1,125	1,620		2,745
L2	500		500				500
L3	500		500				500
L4*	1,900	10,000	11,900	2,370		500	14,770
L5	2,600		2,600				2,600
L6	2,600		2,600				2,600
L7**	2,600		2,600				2,600
L8**	2,600	3,200	5,800	760			6,560
Total	13,300	13,200	26,500	4,255	1,620	500	32,875
						50% QUALIFY	*16,438*

NOTES:
* Court area includes hardscape & landscape with area set 4' away from primary building wall.
**Deck area is inclusive of railing and measured to building wall.
Interior spaces are measured insiade face of exterior walls and include all built elements (interior walls, cabinets, columns, etc).

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PATRICK HENRY DRIVE
4590 PATRICK HENRY DRIVE, SANTA CLARA, CA 95054

OPEN SPACE DIAGRAMS

03.05.24 | 2020015 | BAR architects | G004

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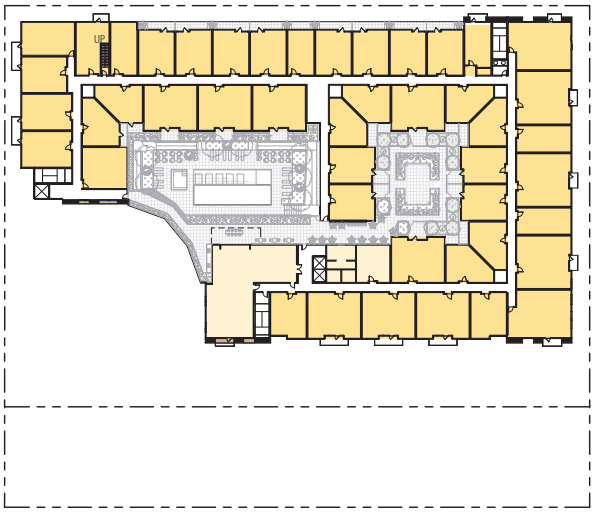
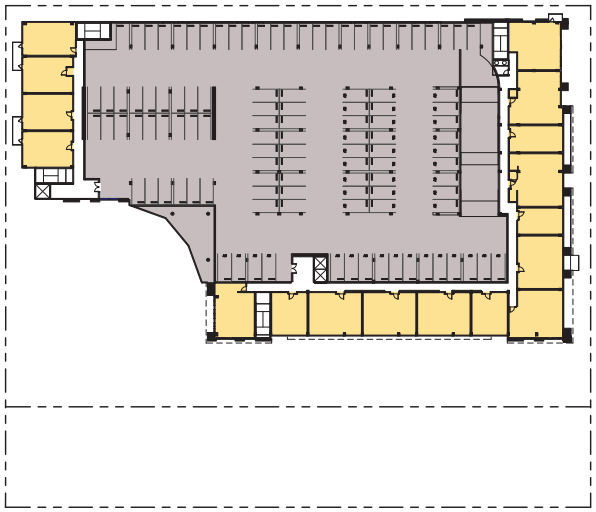
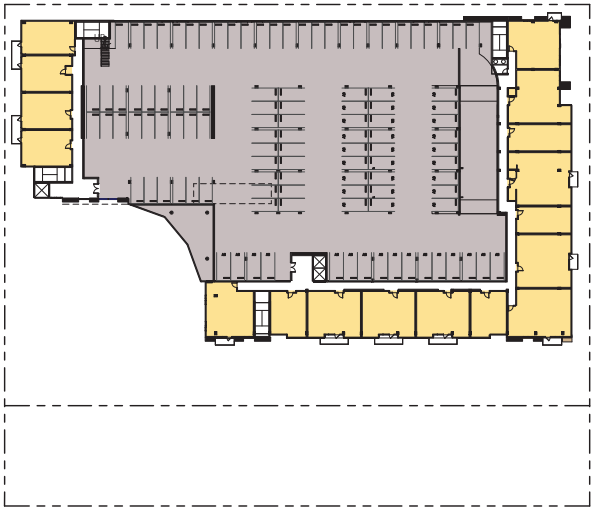


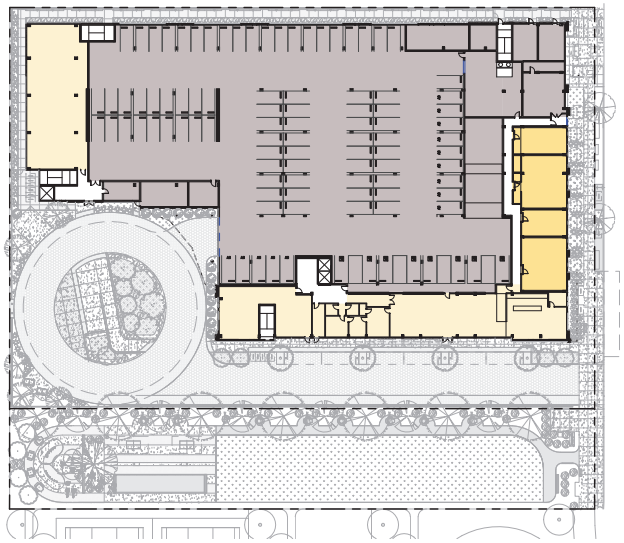
4 G005A **LEVEL 4**
1" = 40'-0"



2 G005A **LEVEL 2**
1" = 40'-0"



3 G005A **LEVEL 3**
1" = 40'-0"



1 G005A **LEVEL 1**
1" = 40'-0"

BUILDING AREA LEGEND

SEE G002 FOR AREA TABULATIONS

- GARAGE / SERVICE
- COMMON LEASING / LOBBY AMENITY
- RESIDENTIAL
- CIRCULATION

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BUILDING AREA DIAGRAMS

03.05.24	2020015	BAR architects		G005A

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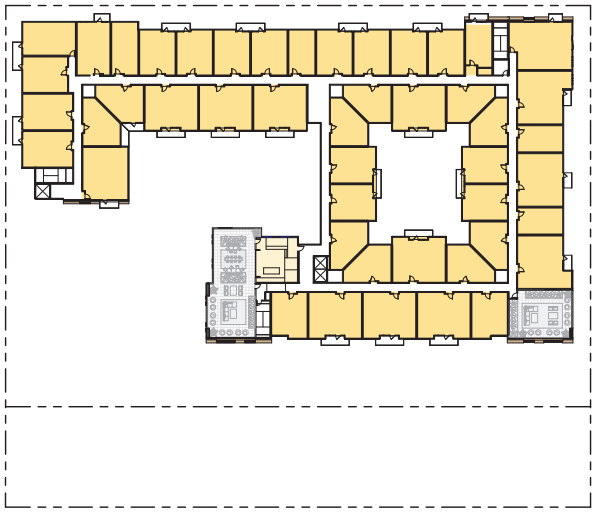
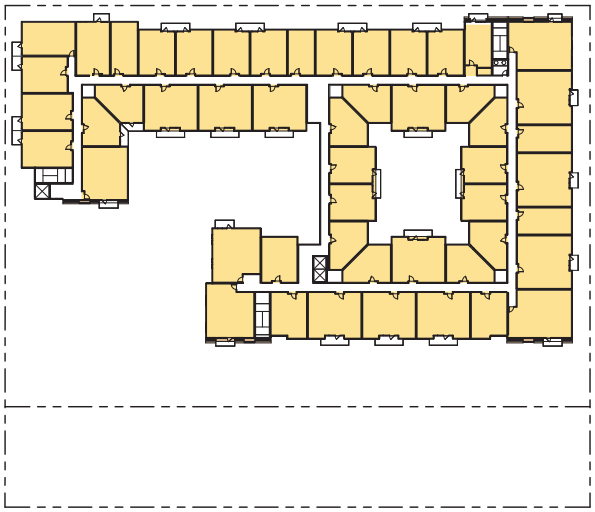
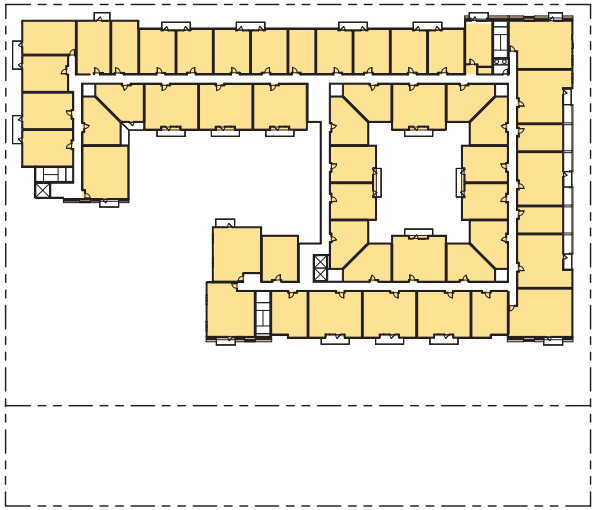


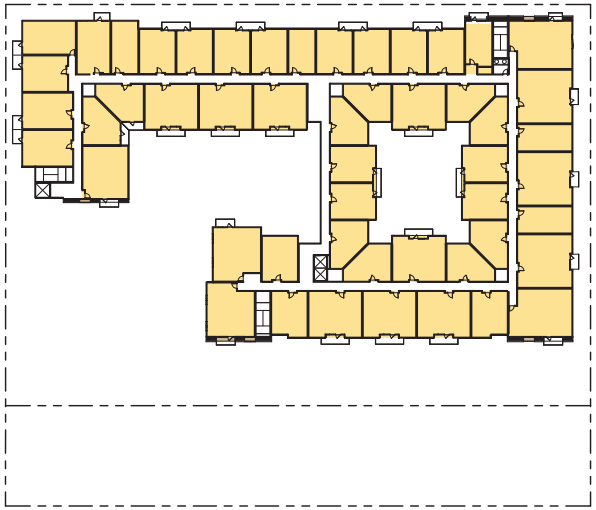
4 G005B **LEVEL 8**
1" = 40'-0"



2 G005B **LEVEL 6**
1" = 40'-0"



3 G005B **LEVEL 7**
1" = 40'-0"



1 G005B **LEVEL 5**
1" = 40'-0"

BUILDING AREA LEGEND

SEE G002 FOR AREA TABULATIONS

- GARAGE / SERVICE
- COMMON LEASING / LOBBY AMENITY
- RESIDENTIAL
- CIRCULATION

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BUILDING AREA DIAGRAMS

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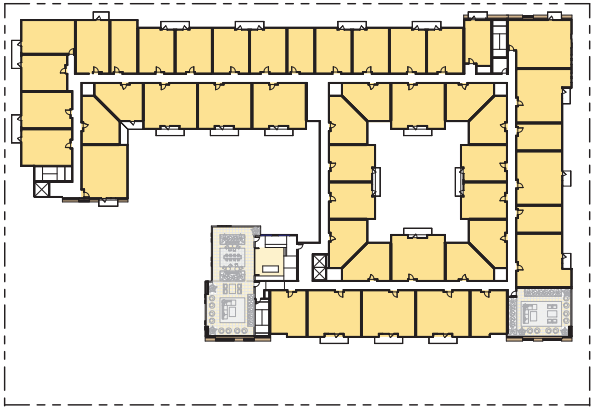
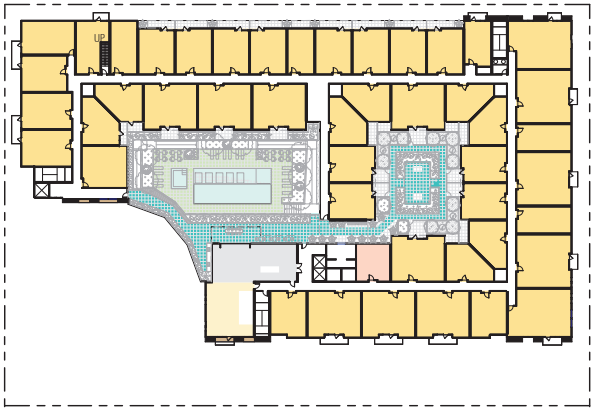
EGRESS NOTES

1. PER 1005.3, STANDARD OCCUPANT LOAD MAXIMUMS FOR TYPICAL CONDITIONS ARE AS FOLLOW:
   a. 48" MIN WIDE STAIR / .3" = 160
   b. 36" MIN WIDE EGRESS COMPONENT (OTHER THAN STAIR) / .2' = 180
2. PER TABLE 1006.2.1 OCCUPANCY SPACES A, B, OR AM ARE ALLOWED 1 EXIT WITH OCCUPANT LOADS UNDER 49 OCCUPANTS.



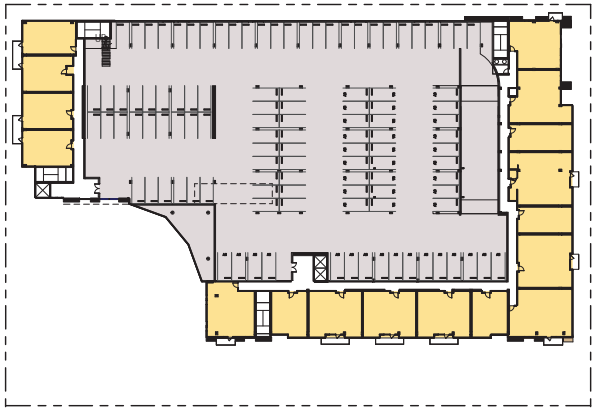
358 OCCUPANTS AT LEVEL 8 / 4 STAIRS =
90 OCCUPANTS PER STAIR

3 G006 **EGRESS - LEVEL 8**
1" = 40'-0"



637 OCCUPANTS AT COURTYARD / 4 STAIRS =
160 OCCUPANTS PER STAIR

2 G006 **EGRESS - LEVEL 4**
1" = 40'-0"



285 OCCUPANTS AT COURTYARD / 4 STAIRS =
72 OCCUPANTS PER STAIR

1 G006 **EGRESS - TYPICAL LEVELS 1-3**
1" = 40'-0"

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PATRICK HENRY DRIVE
4590 PATRICK HENRY DRIVE, SANTA CLARA, CA 95054

BUILDING EGRESS

03.05.24	2020015	BAR architects		G006

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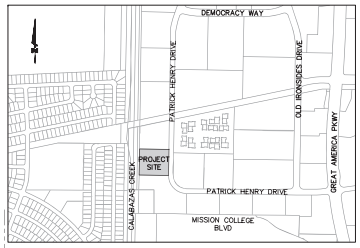


VICINITY MAP
N.T.S.

SHEET INDEX

SHEET NO.	SHEET TITLE
1	TM-1 VESTING TENTATIVE PARCEL MAP
2	C1.0 EXISTING CONDITIONS
3	C2.0 PRELIMINARY SITE PLAN
4	C3.0 PRELIMINARY GRADING PLAN
5	C4.0 PRELIMINARY UTILITY PLAN
6	C5.0 CROSS SECTIONS
7	C6.0 PRELIMINARY STORMWATER MANAGEMENT PLAN
8	C6.1 PRELIMINARY STORMWATER MANAGEMENT DETAILS
9	C6.2 BEST MANAGEMENT PRACTICES
10	C7.0 FIRE ACCESS PLAN

ENGINEER'S STATEMENT

THIS TENTATIVE MAP HAS BEEN PREPARED BY ME OR UNDER MY DIRECTION, AT THE REQUEST OF 4590 PATRICK HENRY LLC ON 03/05/2024

PRELIMINARY

NORMAN I. KONTOROVSKY
P.E. NO. 78090
IKONTOROVSKY@BKF.COM
DATE: MARCH 05, 2024

PROFESSIONAL ENGINEER — NORMAN I. KONTOROVSKY — C 78090 — CIVIL — STATE OF CALIFORNIA

ENGINEER OF WORK

I HEREBY DECLARE THAT I AM THE CIVIL ENGINEER OF WORK FOR THIS PROJECT AND THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THIS PROJECT AS DEFINED IN SECTION 6703 OF THE STATE OF CALIFORNIA, BUSINESS PROFESSIONAL CODES, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

PRELIMINARY

CASEY JOHNSON
P.E. NO. 93822
CJOHNSON@BKF.COM
DATE: MARCH 05, 2024

PROFESSIONAL ENGINEER — CASEY JOHNSON — C 93822 — CIVIL — STATE OF CALIFORNIA

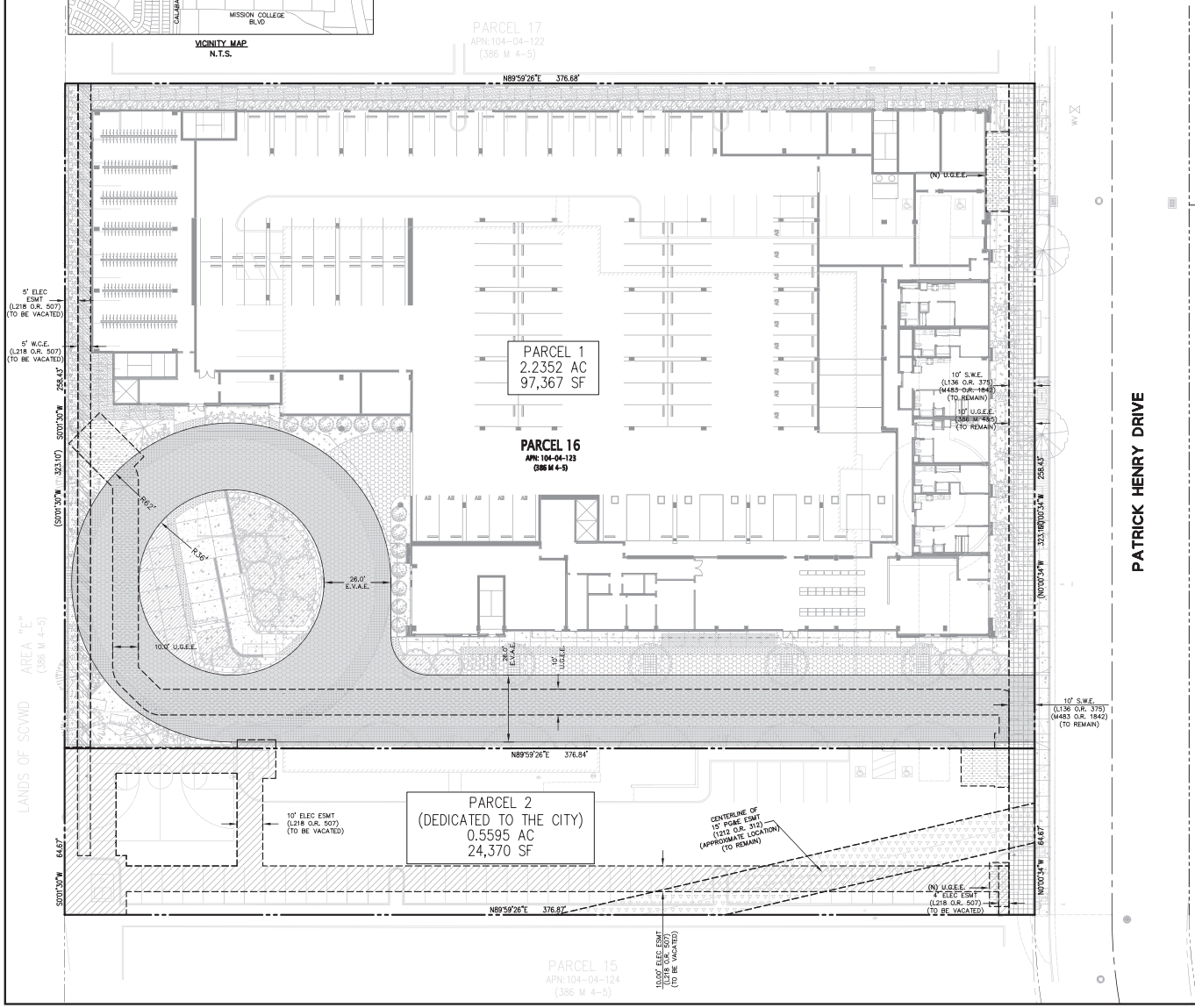
SURVEYOR'S STATEMENT

THIS TENTATIVE MAP HAS BEEN PREPARED BY ME OR UNDER MY DIRECTION, AT THE REQUEST OF 4590 PATRICK HENRY LLC ON 03/05/2024

PRELIMINARY

JOHN KOROYAN
P.L.S. NO. 8883
JKOROYAN@BKF.COM
DATE: MARCH 05, 2024

LICENSED LAND SURVEYOR — JOHN KOROYAN — No. 8883 — STATE OF CALIFORNIA



LEGEND

- PROPERTY LINE
- EASEMENT LINE
- ADJACENT LOT LINE
- STREET CENTER LINE
- PROPOSED EMERGENCY VEHICLE ACCESS EASEMENT AND INGRESS/EGRESS EASEMENT TO ACCESS UNDERGROUND ELECTRIC EASEMENT
- EXISTING UNDERGROUND ELECTRIC EASEMENT AND SIDEWALK EASEMENT TO REMAIN
- EXISTING ELECTRIC EASEMENT TO REMAIN
- EXISTING ELECTRIC EASEMENT / WIRE CLEARANCE EASEMENT TO BE VACATED
- WIRE CLEARANCE EASEMENT TO REMAIN
- EXISTING PG&E EASEMENT TO REMAIN
- PROPOSED UNDERGROUND ELECTRIC EASEMENT
- PROPOSED WATER UTILITY EASEMENT

ABBREVIATIONS

AC	ACRE	PG&E	PACIFIC GAS & ELECTRIC COMPANY
APN	ASSESSORS PARCEL NUMBER	R	RADIUS
COMM	COMMUNICATION	S	SOUTH
E	EAST	SF	SQUARE FEET
ELEC	ELECTRIC	S.W.E.	SIDEWALK EASEMENT
ESMT	EASMENT	U.G.E.E.	UNDERGROUND ELECTRICAL EASEMENT
E.V.A.E.	EMERGENCY VEHICLE ACCESS EASEMENT	W	WEST
M	MAPS	W.C.E.	WIRE CLEARANCE EASEMENT
N	NORTH	WV	WATER VALVE
NTS	NOT TO SCALE		
O.R.	OFFICIAL RECORD		

VESTING TENTATIVE PARCEL MAP NOTES

GENERAL NOTES:

1. VESTING TENTATIVE PARCEL MAP: THIS VESTING TENTATIVE PARCEL MAP CONFORMS TO THE REQUIREMENTS OF CHAPTER 17, ARTICLE V, SECTION 400, "SUBDIVISION OF FOUR OR FEWER PARCELS (MINOR SUBDIVISIONS)" OF THE CITY OF SANTA CLARA MUNICIPAL CODE. THE VESTING TENTATIVE PARCEL MAP WILL CREATE TWO (2) PARCELS FROM THE ONE (1) EXISTING PARCEL. PARCEL 2 IS CREATED ON THIS MAP IS FOR FUTURE DEDICATION TO THE CITY OF SANTA CLARA.
2. UTILITIES: UTILITY SIZING AND LOCATIONS ARE PRELIMINARY AND SUBJECT TO FINAL ENGINEERING DESIGN. SEE UTILITY CLEARANCE REQUIREMENTS NOTES ON SHEET C4.0.
3. EASEMENTS: EXISTING EASEMENTS ARE LISTED IN THE VESTING TENTATIVE PARCEL MAP.
4. UNDERGROUND UTILITY EASEMENT: SILICON VALLEY POWER (SVP) UTILITY STRUCTURES AND ASSOCIATED CONDUIT WILL BE PACED IN THEIR OWN RESPECTIVE EASEMENTS. LOCATIONS OF THESE EASEMENTS ARE TENTATIVELY SHOWN ON SHEET C4.0 AND WILL BE FULLY DETERMINED WHEN SVP HAS FINISHED DESIGN OF THESE FACILITIES.
5. FEMA: THE SUBJECT PROPERTY IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR SANTA CLARA COUNTY, CALIFORNIA, MAP NUMBER 06085C0063H FOR COMMUNITY NUMBER 060350 (CITY OF SANTA CLARA), WITH AN EFFECTIVE DATE OF MAY 18, 2009, AS BEING LOCATED IN FLOOD ZONE "X-SHADED". ACCORDING TO FEMA THE DEFINITION OF ZONE "X-SHADED" IS:

   AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS OF PROTECTED LEVEES FROM 1% ANNUAL CHANCE FLOOD.
6. LEGAL DESCRIPTION:

REAL PROPERTY IN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL OF PARCEL 16, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "PARCEL MAP BEING A RESUBDIVISION OF PARCELS 1, 3, 4, 5 & 9 AND AREAS A, B, & D, AS SHOWN ON PARCEL MAP 3399 RECORDED IN BOOK 368 OF MAPS, AT PAGES 36 AND 37 SANTA CLARA COUNTY RECORDS", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON DECEMBER 29, 1976 IN BOOK 386 OF MAPS, AT PAGES 4 & 5.

7. OWNER:
   4590 PATRICK HENRY LLC
   C/O WALNUT HILL CAPITAL GROUP LLC
   101 CALIFORNIA STREET, SUITE 950
   SAN FRANCISCO, CA 94111
   CONTACT: JIMMY PARK
   (415) 373-6242
8. DEVELOPER/BUILDER:
   KASA PARTNERS
   ONE EMBARCADERO CENTER, SUITE 1020
   SAN FRANCISCO, CA 94111
   CONTACT: JAMES SUH
   (415) 373-6242
   JSUH@KASA-PARTNERS.COM
9. CIVIL ENGINEER:
   BKF ENGINEERS
   1730 N. FIRST STREET, SUITE 600
   SAN JOSE, CA 95112
   CONTACT: ISAAC KONTOROVSKY
   (408) 467-9100
   IKONTOROVSKY@BKF.COM
10. SITE ADDRESS:
   4590 PATRICK HENRY DRIVE
   SANTA CLARA, CA 95054
11. ASSESSORS PARCEL NO.
   PARCEL 16: 104-04-123

GRAPHIC SCALE 1"=20'
20 0 20 40

BKF ENGINEERS
1730 N. FIRST STREET
SUITE 600
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4590 PATRICK HENRY DRIVE
VESTING TENTATIVE PARCEL MAP
APPLICATION FILE PLN23-00290

CITY OF SANTA CLARA — SANTA CLARA COUNTY — CALIFORNIA

Revisions

No.	
Date 09/03/2024	
Scale AS SHOWN	
Design CJ	
Drawn CJ	
Approved IK	
Job W20200736	

Drawing Number: TM-1

DRAWING NAME: \\BKF-Sj\vol4\2020\200736_Santa_Clara_4590_Patrick_Henry_Dr\ENG\PLANNING\SHEETS\00_4590_PHD_TPM.dwg
PLOT DATE: 09-03-24 PLOTTED BY: CHRA

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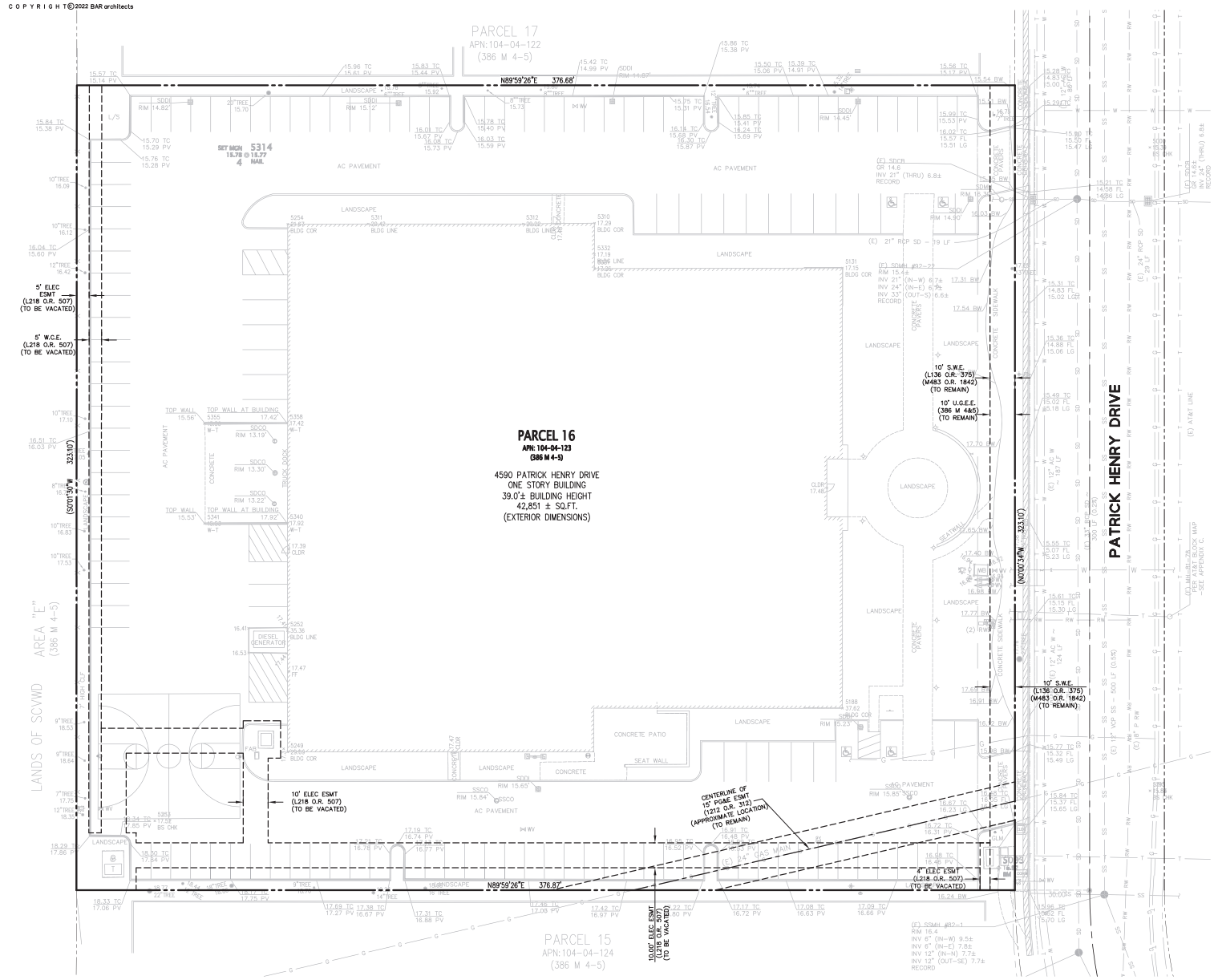

LEGEND

PROPERTY LINE		(E) SVP 60KV LINE	
BUILDING LINE	SD	(E) STORM DRAIN LINE	
CENTERLINE	SS	(E) SANITARY SEWER LINE	
CONCRETE/BLOCK/RETAINING WALL	W	(E) DOMESTIC WATER LINE	
CONCRETE CURB	RW	(E) RECYCLED WATER LINE	
CONCRETE CURB & GUTTER	G	(E) GAS LINE	
EASEMENT LINE	T	(E) TELECOM LINE	
BUILDING SETBACK LINE	E	(E) ELECTRICAL CONDUIT	
FENCE LINE		(E) JOINT TRENCH	
ADJACENT LOT LINE			
MONUMENT/MOUNUMENT LINE			
SIDEWALK			
SPOT ELEVATION			

SYMBOLS & ABBREVIATIONS

BW	BACK OF WALK	PV	PAVEMENT		
CB	CATCH BASIN	SDCO	STORM DRAIN CLEANOUT		
COMM	COMMUNICATION PULLBOX	SDMH	STORM DRAIN MANHOLE		
CONC	CONCRETE	SIGN	SIGNS		
DI	DRAIN INLET	SSCO	SANITARY CLEANOUT		
DWY	DRIVEWAY	SSMH	SANITARY SEWER MANHOLE		
ELEC-MH	ELECTRIC MANHOLE	STL	STREET LIGHT		
E	ELECTRIC PULLBOX	WALK	SIDEWALK		
FDC	FIRE DEPARTMENT CONNECTION	TC	TOP OF CURB		
FF	BUILDING FINISHED FLOOR	TREE	TREE (SIZE, STEM, TYPE)		
FH	FIRE HYDRANT	TREE TAG #	TREE (TAG NO) (SIZE)		
FL	FLOW LINE	WM	WATER METER		
GM	GAS METER	WV	WATER VALVE		
GV	GAS VALVE				
LIP	LIP OF GUTTER				
	MONUMENT DISK				

EXISTING CONDITIONS NOTES

GENERAL NOTES:

1. ALL DISTANCES SHOWN HERON ARE IN FEET AND DECIMALS THEREOF.
2. APN: 104-04-123
3. THIS SURVEY WAS PREPARED FROM INFORMATION FURNISHED IN A PRELIMINARY TITLE REPORT, PREPARED BY FIRST AMERICAN TITLE REPORT, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY UPDATED AS OF DECEMBER 17, 2019, ORDER NUMBER NCS-87822-SC, FURNISHED TO KEIR & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC BY WALNUT HILL CAPITAL LLC ON DECEMEBER 19, 2019. NO LIABILITY IS ASSUMED FOR MATTERS OR RECORD NOT STATED IN SAID REPORT THAT MAY AFFECT THE TITLE LINES, OR EXCEPTIONS, OR EASEMENTS OF THE PROPERTY.
4. BASIS OF BEARINGS: THE BEARING OF NORTH 00°00'34" WEST TAKEN ON THE CENTER LINE OF PATRICK HENRY DRIVE AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON DECEMBER 29, 1976, IN BOOK 386 OF MAPS AT PAGES 4 & 5, SANTA CLARA COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.
5. PHYSICAL ITEMS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE ITEMS VISIBLE AS OF THE DATE OF THIS SURVEY. SUBSURFACE STRUCTURES, IF ANY, ARE NOT SHOWN. SAID SUBSURFACE OBJECTS MAY INCLUDE, BUT ARE NOT LIMITED TO, CONCRETE FOUNDATIONS, SLABS, SHORING, STRUCTURAL PILES, UTILITY VAULTS, PIPING, UNDERGROUND TANKS, AND ANY OTHER SUBSURFACE STRUCTURES NOT REVEALED BY A SURFACE INSPECTION.
6. ALL DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
7. DATES OF FIELD SURVEY: JANUARY 2021
8. BENCHMARK: THE BENCHMARK USED FOR THIS SURVEY IS A SANTA CLARA DISTRICT BENCHMARK, BM D-5, DESCRIBED AS A ¾" BRASS DISK ON GREAT AMERICA PKWY & PATRICK HENRY DR, CHISELED SQUARE ON NOSE OF ISLAND ON GREAT AMERICA PKWY, SOUTH SIDE OF PATRICK HENRY DR.

   ELEV = 18.82 FEET (NAVD88 DATUM)
9. BACKGROUND IS KIER & WRIGHT ALTA SURVEY, TO BE USED AS REFERENCE ONLY.
10. EXISTING UTILITIES SHOWN ARE BASED ON RECORD INFORMATION ONLY. UTILITY LOCATING HAS NOT BEEN PROVIDED AND THE LOCATIONS OF THE UTILITY LINES SHOWN ON THIS PLAN HAVE NOT BEEN VERIFIED.

LEGAL DESCRIPTION:

REAL PROPERTY IN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

11. ALL OF PARCEL 16, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "PARCEL MAP BEING A RESUBDIVISION OF PARCELS 1, 3, 4, 5 & 9 AND AREAS A, B, & D, AS SHOWN ON PARCEL MAP 3399 RECORDED IN BOOK 368 OF MAPS, AT PAGES 36 AND 37 SANTA CLARA COUNTY RECORDS", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON DECEMBER 29, 1976 IN BOOK 386 OF MAPS, AT PAGES 4 & 5.

DEMOLITION NOTES:

12. THIS PLAN IS NOT INTENDED AS A COMPLETE CATALOG OF ALL EXISTING STRUCTURES AND UTILITIES. THIS PLAN INTENDS TO DISCLOSE GENERAL INFORMATION KNOWN BY THE ENGINEER AND TO SHOW THE LIMITS OF THE AREA WHERE WORK WILL BE PERFORMED.
13. IT IS THE INTENTION OF OF THESE PLANS TO REMOVE OR ABANDON ALL EXISTING UTILITIES AND IMPROVEMENTS TO ALLOW CONSTRUCTION OF THE PROPOSED IMPROVEMENTS, WHETHER INDICATED ON THESE PLANS OR NOT.
14. ALL UNDERGROUND UTILITIES LINES AND APPURTENANCES SERVING THE EXISTING BUILDINGS ARE TO BE REMOVED OR ABANDONED IN ACCORDANCE WITH THE CITY OF SANTA CLARA STANDARDS AND/OR THE GEOTECHNICAL REPORT, UNLESS OTHERWISE NOTED.

1"=20'

GRAPHIC SCALE

20 0 20 40

PATRICK HENRY DRIVE

4590 PATRICK HENRY DRIVE, SANTA CLARA, CA 95054

EXISTING CONDITIONS

03.05.2024 | BKF JOB NO. 20200736 | BAR architects | BKF ENGINEERS 1700 N. FIRST STREET SUITE 350 SAN JOSE, CA 95112 (408) 467-9100 www.bkf.com | C1.0

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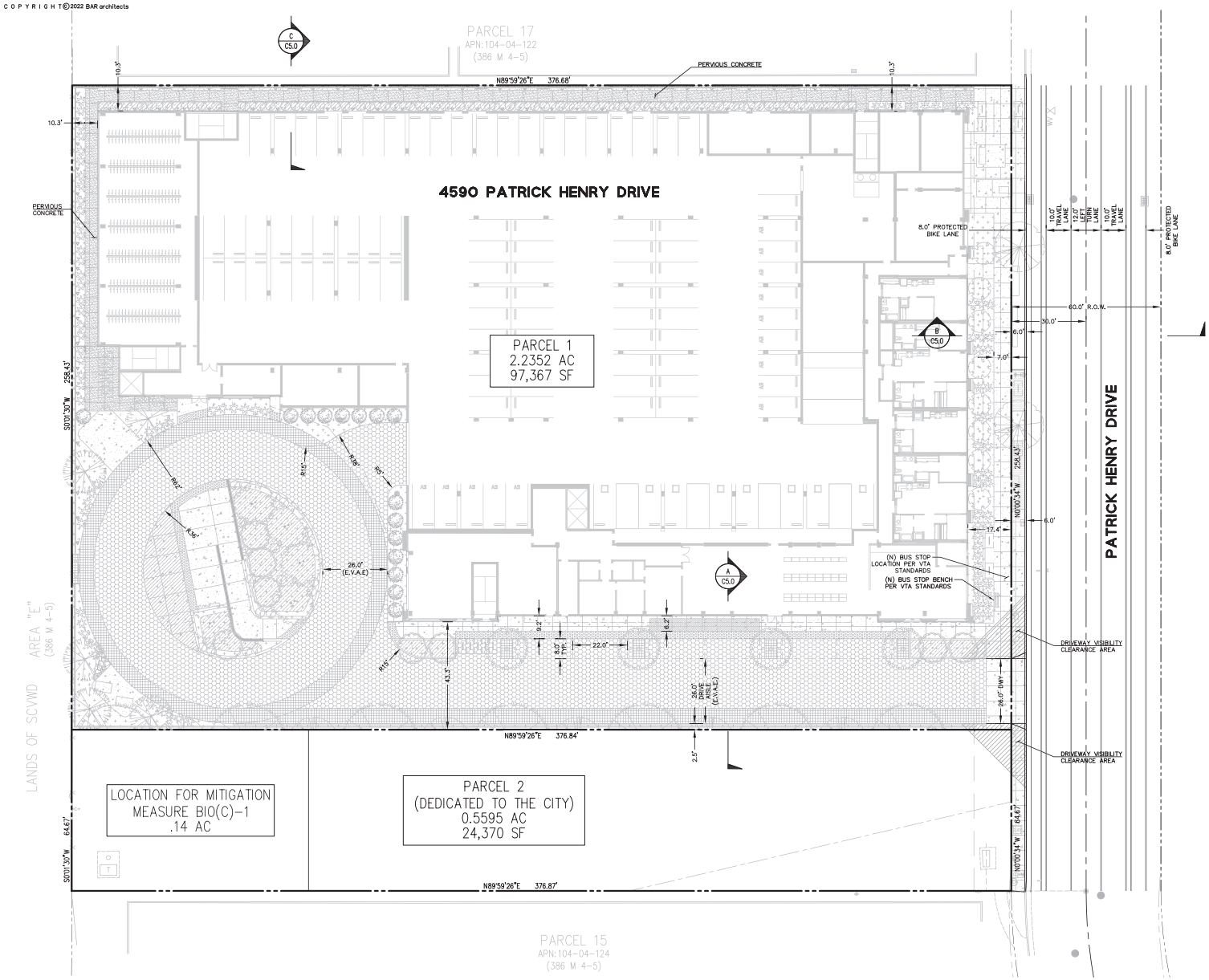

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- (N) VERTICAL CURB
- (N) VERTICAL CURB AND GUTTER
- EXISTING EASEMENT LINE
- CROSS SECTION REFERENCE
- DECORATIVE LS PAVERS (FOR REFERENCE ONLY – REFER TO LS SHEETS FOR DETAILS)
- DECORATIVE LS PAVERS (FOR REFERENCE ONLY – REFER TO LS SHEETS FOR DETAILS)
- DRIVEWAY VISIBILITY CLEARANCE AREA
- PERVIOUS CONCRETE

ABBREVIATIONS

AC	ACRE	N	NORTH	U.G.E.E.	UNDERGROUND ELECTRICAL EASEMENT
APN	ASSESSORS PARCEL NUMBER	O.R.	OFFICIAL RECORD	W	WEST
BFP	BACKFLOW PREVENTER	PG&E	PACIFIC GAS & ELECTRIC COMPANY	WM	WATER METER
DWY	DRIVEWAY	R	RADIUS		
E	EAST	R.O.W.	RIGHT OF WAY		
ELEC	ELECTRIC	RPDA	REDUCED PRESSURE DETECTOR ASSEMBLY		
ESMT	EASEMENT	S	SOUTH		
E.V.A.E.	EMERGENCY VEHICLE ACCESS EASEMENT	SDCO	STORM DRAIN CLEANOUT		
M	MAPS	SF	SQUARE FEET		
(N)	NEW	S.W.E.	SIDEWALK EASEMENT		

PRELIMINARY SITE PLAN NOTES

1. ALL NEW DRIVEWAYS ALONG THE PROPERTY WILL COMPLY WITH THE CITY'S DRIVEWAY AND INTERSECTION VISION TRIANGLE REQUIREMENTS. VISUAL OBSTRUCTIONS OVER THREE FEET IN HEIGHT WILL NOT BE ALLOWED WITHIN THE DRIVER'S SIGHT TRIANGLE NEAR DRIVEWAYS AND INTERSECTIONS IN ORDER TO ALLOW AN UNOBSTRUCTED VIEW OF ONCOMING TRAFFIC.
2. SEE THE VESTING TENTATIVE PARCEL MAP, SHEET TM-1, FOR ALL PARCEL LINES.
3. SEE THE VESTING TENTATIVE PARCEL MAP, SHEET TM-1, FOR ALL PROPOSED EASEMENT INFORMATION.

1"=20'

GRAPHIC SCALE
20 0 20 40

PATRICK HENRY DRIVE

4590 PATRICK HENRY DRIVE, SANTA CLARA, CA 95054

PRELIMINARY SITE PLAN

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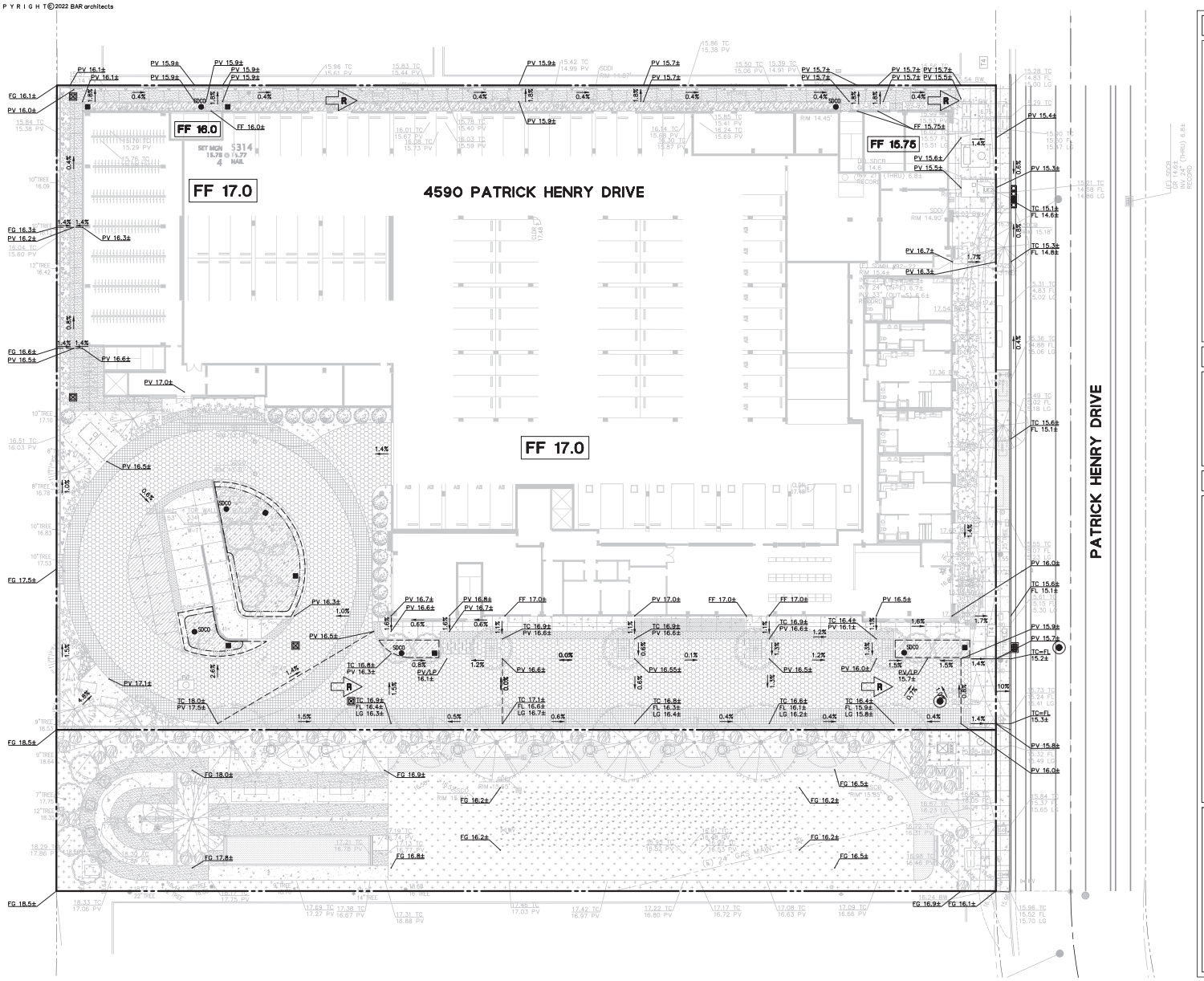


LEGEND

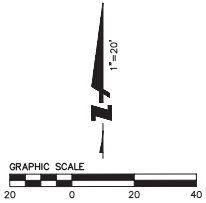
- PROPERTY LINE
- BIORETENTION AREA/FLOW THROUGH PLANTER AREA
- GRADE BREAK (GB)
- (26.2) EXISTING ELEVATION
- 26.2 PROPOSED ELEVATION
- FF 31.0 PROPOSED FINISH FLOOR ELEVATION
- 2.0% HARDSCAPE DIRECTION OF FLOW
- LANDSCAPE DIRECTION OF FLOW
- R OVERLAND RELEASE

ABBREVIATIONS

BW	BACK OF WALK	SDCO	STORM DRAIN CLEANOUT
(E)	EXISTING	SDMH	STORM DRAIN MANHOLE
FF	FINISH FLOOR	SSMH	SANITARY SEWER MANHOLE
FG	FINAL GRADE	TC	TOP OF CURB
FL	FLOW LINE	W	WEST
HP	HIGH POINT		
INV	INVERT		
LG	LIP OF GUTTER		
LP	LOW POINT		
N	NORTH		
PV	PAVEMENT		
S	SOUTH		
SDCB	STORM DRAIN CATCH BASIN		

PRELIMINARY GRADING PLAN NOTES

1. UNUSED DRIVEWAYS IN THE PUBLIC RIGHT-OF-WAY SHALL BE REPLACED WITH CITY STANDARD CURB, GUTTER, AND SIDEWALK.
2. DAMAGE CURB, GUTTER, AND SIDEWALK WITHIN THE PUBLIC RIGHT-OF-WAY ALONG THE PROPERTY'S FRONTAGE SHALL BE REPAIRED OR REPLACED (TO THE NEAREST SCORE MARK) IN A MANNER ACCEPTABLE TO THE CITY ENGINEER OF HIS DESIGNEE. THE EXTENTS OF SAID REPAIR OR REPLACEMENT WITHIN THE PROPERTY FRONTAGE SHALL BE AT THE DISCRETION OF THE CITY ENGINEER OR HIS DESIGNEE.
3. ALL NEW DRIVEWAYS ALONG THE PROPERTY WILL COMPLY WITH THE CITY'S DRIVEWAY AND INTERSECTION VISION TRIANGLE REQUIREMENTS. VISUAL OBSTRUCTIONS OVER THREE FEET IN HEIGHT WILL NOT BE ALLOWED WITHIN THE DRIVER'S SIGHT TRIANGLE NEAR DRIVEWAYS AND INTERSECTIONS IN ORDER TO ALLOW AN UNOBSTRUCTED VIEW OF ONCOMING TRAFFIC.



PATRICK HENRY DRIVE

4590 PATRICK HENRY DRIVE, SANTA CLARA, CA 95054

PRELIMINARY GRADING PLAN

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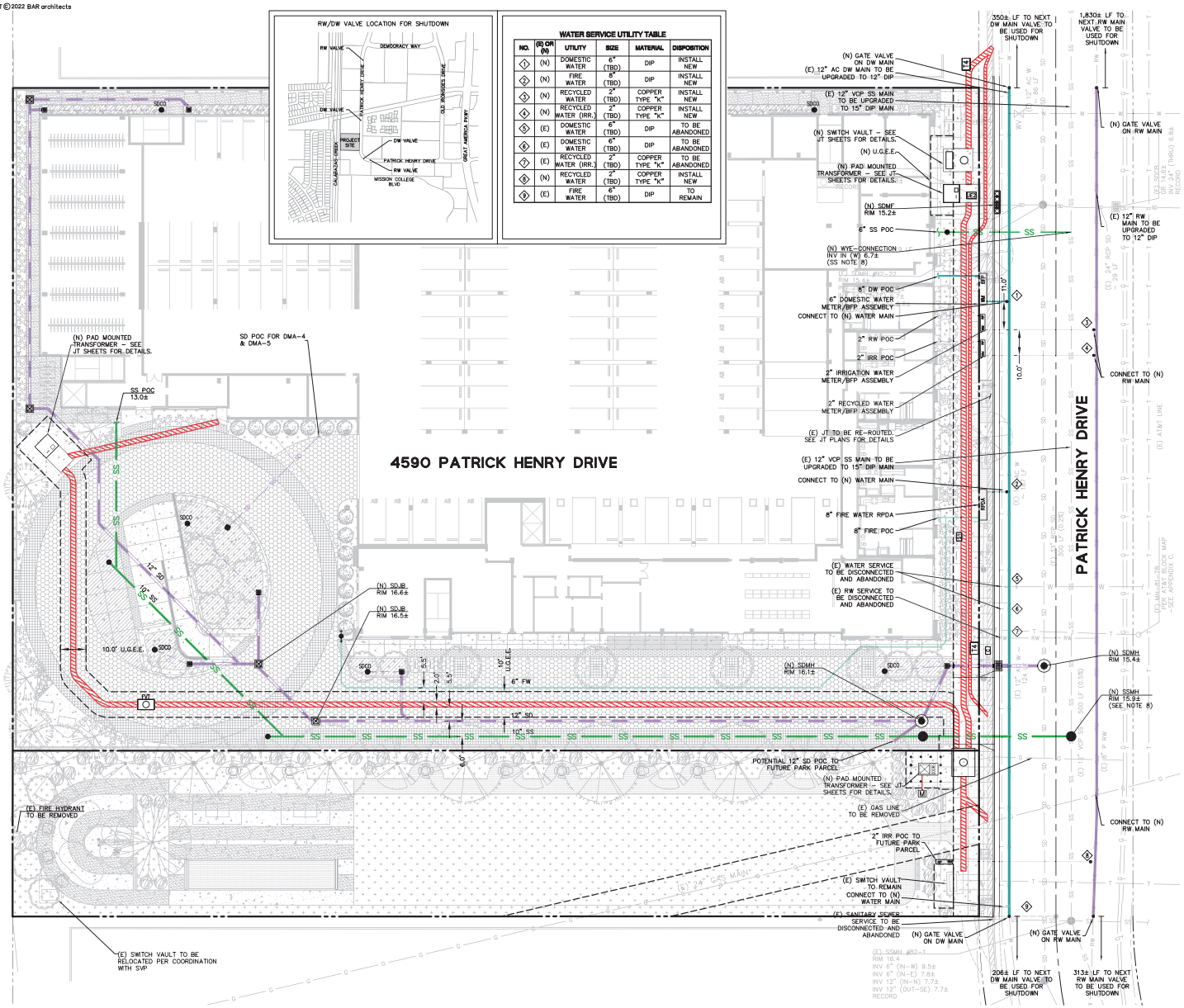

WATER SERVICE UTILITY TABLE

NO.	(E) OR (N)	UTILITY	SIZE	MATERIAL	DISPOSITION
1	(N)	DOMESTIC WATER	6" (TBD)	DIP	INSTALL NEW
2	(N)	FIRE WATER	8" (TBD)	DIP	INSTALL NEW
3	(N)	RECYCLED WATER	2" (TBD)	COPPER TYPE "K"	INSTALL NEW
4	(N)	RECYCLED WATER (IRR.)	2" (TBD)	COPPER TYPE "K"	INSTALL NEW
5	(E)	DOMESTIC WATER	6" (TBD)	DIP	TO BE ABANDONED
6	(E)	DOMESTIC WATER	6" (TBD)	DIP	TO BE ABANDONED
7	(E)	RECYCLED WATER (IRR.)	2" (TBD)	COPPER TYPE "K"	TO BE ABANDONED
8	(N)	RECYCLED WATER	2" (TBD)	COPPER TYPE "K"	INSTALL NEW
9	(E)	FIRE WATER	6" (TBD)	DIP	TO REMAIN

LEGEND

- PROPERTY LINE
- STORM DRAIN LINE (TREATED)
- STORM DRAIN LINE (UNTREATED)
- SANITARY SEWER LINE
- FIRE WATER LINE
- DOMESTIC WATER LINE
- IRRIGATION WATER LINE
- NEW JOINT TRENCH LINE
- EASEMENT
- BACKFLOW PREVENTER
- REDUCED PRESSURE DETECTOR AND WATER METER ASSEMBLY
- RPDA — REDUCED PRESSURE DETECTOR ASSEMBLY
- WATER VALVE
- (N) WHARF FIRE HYDRANT
- STORM DRAIN BUBBLER
- SDCO — STORM DRAIN CLEANOUT
- STORM DRAIN JUNCTION BOX
- STORM DRAIN MANHOLE
- STORM DRAIN OVERFLOW DRAIN
- STORM DRAIN CATCH BASIN
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT

ABBREVIATIONS

BFP	BACKFLOW PREVENTER	NE	NORTHEAST	SDCB	STORM DRAIN CATCH BASIN
DW	DOMESTIC WATER	NW	NORTHWEST	SDCO	STORM DRAIN CLEAN OUT
(E)	EXISTING	PERF	PERFORATED	SDJB	STORM DRAIN JUNCTION BOX
E	EAST	POC	POINT OF CONNECTION	SDMH	STORM DRAIN MANHOLE
FDC	FIRE DEPARTMENT CONNECTION	PVC	POLYVINYL CHLORIDE	SDOF	STORM DRAIN OVERFLOW
FW	FIRE WATER	RCP	REINFORCED CONCRETE PIPE	SDSV	STORM DRAIN STRATA VAULT
G	GAS	RPDA	REDUCED PRESSURE DETECTOR ASSEMBLY	SDR	STANDARD DESIGN RATIO
INV	INVERT ELEVATION			SE	SOUTHEAST
IRR	IRRIGATION	RW	RECYCLED WATER	SS	SANITARY SEWER
JT	JOINT TRENCH	S	SLOPE, SOUTH	SSMH	SANITARY SEWER MANHOLE
LF	LINEAR FEET	SD	STORM DRAIN	SW	SOUTHWEST
(N)	NEW	SDAD	STORM DRAIN AREA DRAIN	T	TELECOM
N	NORTH	SDBB	STORM DRAIN BUBBLER BOX	W	WEST
				WM	WATER METER

PRELIMINARY UTILITY PLAN NOTES

MINIMUM UTILITY CLEARANCE REQUIREMENTS PER CITY OF SANTA CLARA:

1. A MINIMUM 12" OF VERTICAL CLEARANCE AT WATER CROSSING WITH OTHER UTILITIES, AND ALL REQUIRED MINIMUM HORIZONTAL CLEARANCES FROM WATER SERVICES: 10' FROM SANITARY SEWER UTILITIES, 10' FROM RECYCLED WATER UTILITIES, 8' FROM STORM DRAIN UTILITIES, 5' FROM FIRE AND OTHER WATER UTILITIES, 3' FROM ABANDONED WATER SERVICES, 5' FROM GAS AND ELECTRIC UTILITIES, AND 5' FROM THE EDGE OF THE PROPOSED OR EXISTING DRIVEWAY.

2. FOR SANITARY SEWER, WATER, AND RECYCLED WATER UTILITIES, A MINIMUM OF 10' FROM EXISTING AND PROPOSED TREES IS REQUIRED. IF TREE ROOT BARRIERS ARE INSTALLED, CLEARANCE FROM TREES REDUCES TO 5'

3. FOR ELECTRICAL EQUIPMENT:
   a. TEN (10) FOOT MINIMUM CLEARANCE IS REQUIRED IN FRONT OF EQUIPMENT ACCESS DOORS. (UG1000 SHEET 11)
   b. FIVE (5) FOOT MINIMUM CLEARANCE FROM PAD IS REQUIRED ON SIDES WITHOUT EQUIPMENT ACCESS DOORS. (UG1000 SHEET 11)
   c. EIGHTEEN (18) FOOT MINIMUM WIDTH, SHALL BE PROVIDED AND MAINTAINED ON ONE SIDE OF THE EQUIPMENT PAD TO ALLOW AN ELECTRIC DEPT. LINE TRUCK TO DRIVE UP NEXT TO THE PAD FOR INSTALLATION AND MAINTENANCE OF EQUIPMENT. (UG1000 SHEET 11).
   d. BARRIER PIPES ARE REQUIRED ONLY ON SIDES ACCESSIBLE TO VEHICLES. (UG1000 SHEET 12).
   e. THIRTY (30) INCHES FROM SIDE OF EQUIPMENT SIDES.
   f. FORTY EIGHT (48) INCHES IN FRONT OF ACCESS DOORS.
   BARRIER PIPES IN FRONT OF ACCESS DOORS SHALL BE REMOVABLE.

4. FOR ELECTRICAL CONDUITS:
   a. FIVE (5) FOOT MINIMUM LONGITUDINAL CLEARANCE BETWEEN NEW CONDUITS OR PIPING SYSTEMS (OPEN TRENCH INSTALLATION) AND ANY EXISTING OR PROPOSED SVP CONDUIT SYSTEM. THIS IS FOR LONGITUDINAL. (UG1250 SHEET 5)
   b. TWELVE (12) INCH MINIMUM VERTICAL CLEARANCE BETWEEN NEW CONDUIT/PIPES INSTALLED PERPENDICULAR TO EXISTING SVP CONDUITS FOR OPEN TRENCH INSTALLATIONS. (UG1000 SHEET 36, UG1250 SHEET 6)
   c. THREE (3) FOOT SIX (6) INCHES CLEARANCE IS REQUIRED FROM POLES FOR OPEN TRENCH INSTALLATION. EXCEPTIONS ARE FOR RISER CONDUIT. (UG1250 SHEET 7)
   d. THREE (3) FOOT MINIMUM CLEARANCE IS REQUIRED BETWEEN SIGN POSTS, BARRIER PIPES OR BOLLARDS, FENCE POSTS, AND OTHER SIMILAR STRUCTURES. (UG1250 SHEET 10).
   e. FIVE (5) FOOT MINIMUM FROM NEW SPLICE BOXES, PULL BOXES, MANHOLES, VAULTS, OR SIMILAR SUBSURFACE FACILITIES. (UG1000 SHEET 8)
   f. FIVE (5) FOOT MINIMUM CLEARANCE FROM WALLS, FOOTINGS, RETAINING WALL, LANDSCAPE PLANTER, TREE ROOT BARRIER OR OTHER SUBSURFACE WALL OR STRUCTURE. (UG1250 SHEET 9).
   g. FIVE (5) FOOT MINIMUM CLEARANCE IS REQUIRED BETWEEN FIRE HYDRANT THRUST BLOCK. THE THRUST BLOCK EXTENDS 5' FOOT ON EITHER SIDE OF THE FIRE HYDRANT IN LINE WITH THE RADIAL WATER PIPE CONNECTED TO THE HYDRANT.

5. FOR ELECTRICAL VAULTS/MANHOLES:
   a. TEN (10) FOOT MINIMUM CLEARANCE IS REQUIRED BETWEEN ADJACENT VAULTS OR MANHOLES.
   b. FIVE (5) FOOT MINIMUM CLEARANCE IS REQUIRED BETWEEN ADJACENT CONDUITS.
   c. MINIMUM 36" FROM FACE OF CURB, OR BOLLARDS REQUIRED.

6. FOR NEW 12" DIP DOMESTIC WATER MAIN: ALL EXISTING LATERAL CONNECTIONS DESIGNATED TO REMAIN SHALL BE RECONNECTED TO THE NEW DOMESTIC WATER MAIN.

7. ALL ON-SITE STORM DRAIN INLETS SHALL HAVE TRASH CAPTURE DEVICES INSTALLED.

8. ALL NEW SS LATERALS WILL BE DESIGNED TO ACCOMMODATE THE FUTURE SS MAIN IMPROVEMENTS AS SHOWN IN THE WOODARD AND CURRAN PHDSP SEWER STUDY.

1"=20'

GRAPHIC SCALE
20 0 20 40

PATRICK HENRY DRIVE
4590 PATRICK HENRY DRIVE, SANTA CLARA, CA 95054

PRELIMINARY UTILITY PLAN

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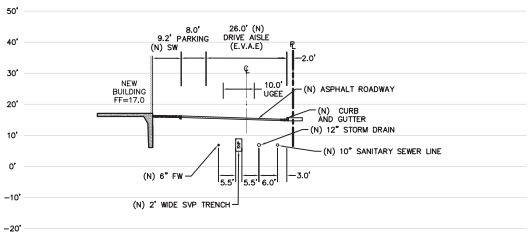

SECTION A
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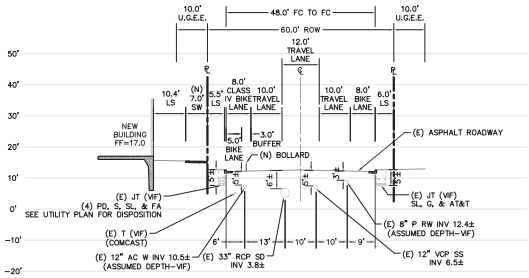
HORIZONTAL SCALE: 1" = 20'



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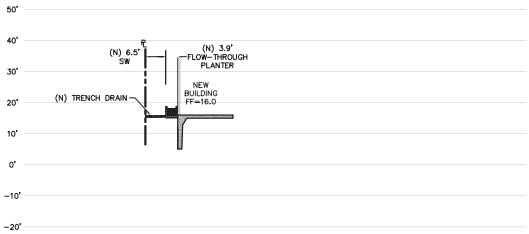
HORIZONTAL SCALE: 1" = 20'



SECTION C
VERTICAL SCALE: 1" = 20'
HORIZONTAL SCALE: 1" = 20'

PATRICK HENRY DRIVE

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CROSS SECTIONS

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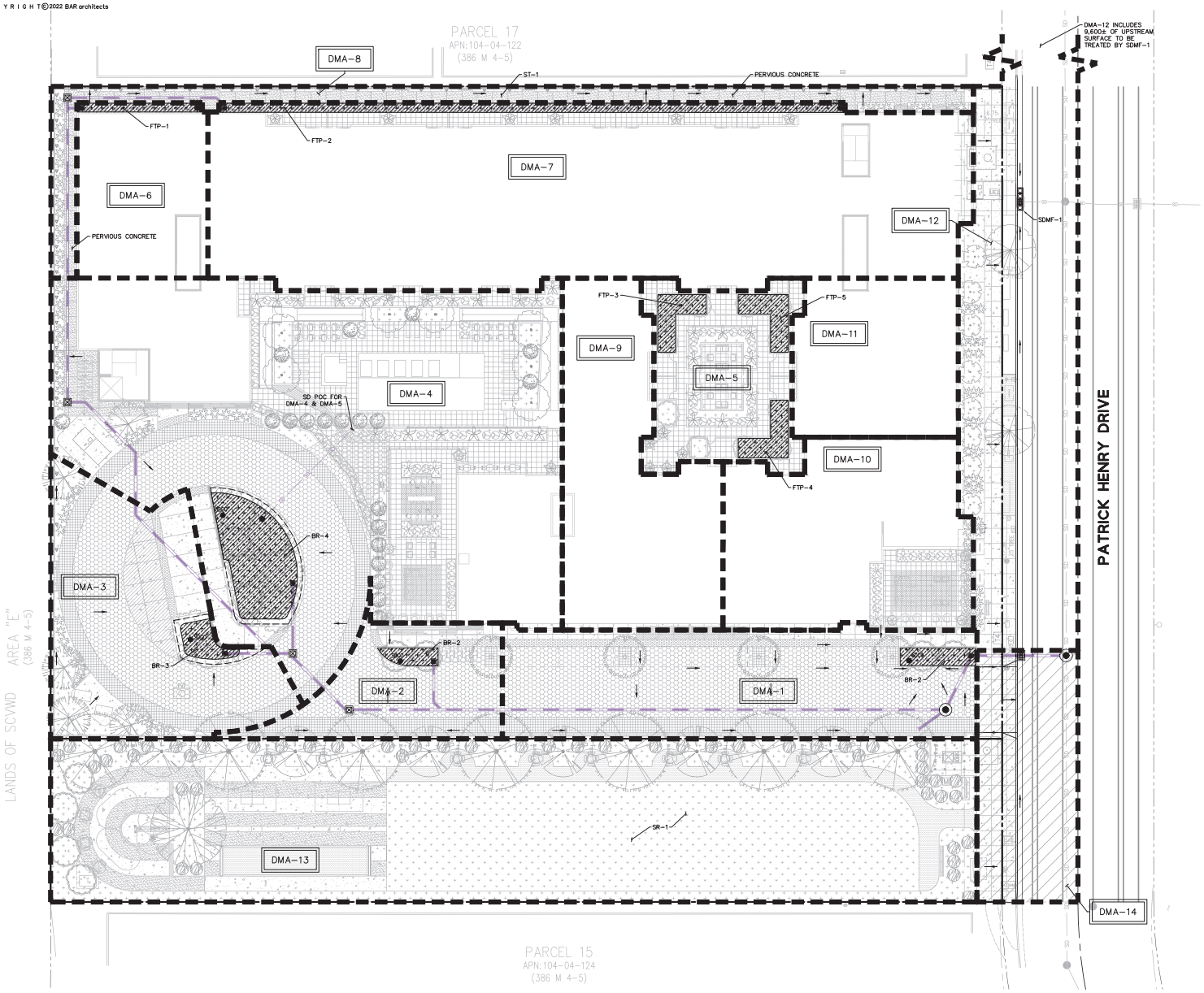

LEGEND

- PROPERTY LINE
- DRAINAGE MANAGEMENT BOUNDARY LINE
- STORM DRAIN LINE (TREATED)
- STORM DRAIN LINE (UNTREATED)
- PERFORATED PIPE
- BIORETENTION AREA/FLOW THROUGH PLANTER AREA
- UNTREATABLE AREA
- DIRECTION OF FLOW
- STORM DRAIN BUBBLER
- STORM DRAIN MANHOLE
- STORM DRAIN OVERFLOW DRAIN
- STORM DRAIN CATCH BASIN
- STORM DRAIN MEDIA FILTER

STORMWATER MANAGEMENT NOTES

NOTES

1. SEE SHEET C6.1 FOR ALL STORMWATER TREATMENT CONTROL MEASURE CALCULATIONS TABLES, STORMWATER DETAILS, AND ADDITIONAL NOTES.
2. ALL ON-SITE STORM DRAIN INLETS SHALL BE MARKED "NO DUMPING – FLOWS TO BAY".
3. STORM DRAIN INLETS SHALL INCLUDE APPROVED TRASH CAPTURE DEVICES.

GRAPHIC SCALE

20 0 20 40

PATRICK HENRY DRIVE

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PRELIMINARY STORMWATER MANAGEMENT PLAN

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TREATMENT CONTROL SUMMARY TABLE

DMA–#	TOTAL AREA (SF)	PERVIOUS AREA (SF)	IMPERVIOUS AREA (SF)	EFFECTIVE IMPERVIOUS AREA (SF)[1]	SIZING METHOD[2]	TREATMENT REQUIRED (SF)	TREATMENT TYPE	TREATMENT MEASURE	TREATMENT PROVIDED (SF)[3]
1	8,136	707	7,429	7,500	COMBO FLOW & VOLUME	209	BIO RETENTION	BR–1 (8" PONDING)	209
2	3,375	378	2,997	3,035	4%	121	BIO RETENTION	BR–2	143
3	7,094	1,614	5,480	5,641	COMBO FLOW & VOLUME	197	BIO RETENTION	BR–3	210
4	24,938	4,825	18,841	19,324	4%	773	BIO RETENTION	BR–4	1,162
5	3,421	507	2,914	2,965	4%	119	BIO RETENTION		
6	3,594	170	3,424	3,441	4%	138	FLOW THROUGH PLANTER	FTP–1	170
7	21,419	965	20,454	20,551	4%	822	FLOW THROUGH PLANTER	FTP–2	902
8	3,305	3,305	0	N/A	N/A	N/A	SELF–TREATING	ST–1	N/A
9	6,943	254	6,689	6,714	COMBO FLOW & VOLUME	199	FLOW THROUGH PLANTER	FTP–3	254
10	7,230	438	6,792	6,836	COMBO FLOW & VOLUME	207	FLOW THROUGH PLANTER	FTP–4	259
11	4,332	259	4,073	4,099	4%	164	FLOW THROUGH PLANTER	FTP–5	259
12	19,533	1,953	17,580	17,775	FLOW	0.08	STORM DRAIN MEDIA FILTER[4]	SDMF–1	0.11
13	23,724	15,264	8,460	9,986	2:1	4,993	SELF–RETAINING	SR–1	15,264
14	3,986	0	3,986	3,986	N/A	N/A	IN–LIEU TREATMENT[5]	N/A	N/A

MEDIA FILTER SUMMARY TABLE

DMA–#	TREATMENT TYPE	SIZING METHOD[2]	RUNNOFF COEFFICIENT (C)	DESIGN INTENSITY I (IN/HR)	DRAINAGE AREA (AC)	DESIGN FLOW	DESIGN FLOW Q (CFS)
1	SDMF–1	FLOW	0.90	0.20	0.45	FLOW[10]	0.08

NOTES

1. EFFECTIVE IMPERVIOUS AREA IS THE SUM OF ALL IMPERVIOUS AREA PLUS 10% OF THE PERVIOUS AREA.
2. SIZING METHOD PER CHAPTER 5 OF THE 2016 SANTA CLARA URBAN RUNOFF POLLUTION PREVENTION PROGRAM (SCVURPPP) C.3 STORMWATER HANDBOOK.
3. DUE TO THE LARGE AREA OF OFFSITE STREET AND SIDEWALK FRONTAGES FROM ADJACENT PARCELS THAT DRAIN TO THE CATCH BASIN IN THIS DMA, STORMWATER TREATMENT OF THIS OFFSITE DMA IS NOT FEASIBLE. DMA–12 WILL TREAT AN ADDITIONAL 9,600 SF OF UPSTREAM AREA BEYOND OUR PROJECT'S FRONTAGE IN–LIEU OF THIS 3,986 SF OF AREA THAT IS NOT FEASIBLE TO TREAT ALONG OUR PROJECT FRONTAGE.
4. PER MRP PROVISION C.3.e, DMA 12 WILL TREAT 9,600 SF OF OFFSITE AREA NOT ALONG THE PROJECT FRONTAGE IN–LIEU OF THE 3,986 SF IN DMA 14 THAT IS INFEASIBLE TO TREAT.
5. THE TOTAL AREA OF DMA–4 DOES NOT INCLUDE THE POOL/SPA AREA AS THOSE AMENITIES DRAIN TO THE SANITARY SEWER AND NOT STORM DRAIN.
6. THE TOTAL AREA OF DMA–5 DOES NOT INCLUDE THE 772 SF (TOTAL) OF FLOW–THROUGH PLANTERS THAT ARE LOCATED ON THE PODIUM LEVEL, BUT TREAT DMA'S 9, 10, AND 11.
7. THE TOTAL AREA OF DMA–9 ALSO INCLUDES THE 254 SF OF FLOW–THROUGH PLANTER LOCATED ON THE PODIUM LEVEL THAT TREATS THIS DMA.
8. THE TOTAL AREA OF DMA–10 ALSO INCLUDES THE 259 SF OF FLOW–THROUGH PLANTER LOCATED ON THE PODIUM LEVEL THAT TREATS THIS DMA.
9. THE TOTAL AREA OF DMA–11 ALSO INCLUDES THE 259 SF OF FLOW–THROUGH PLANTER LOCATED ON THE PODIUM LEVEL THAT TREATS THIS DMA.
10. SDMF–1 – OLDCASTLE PERKFILTER STEEL CATCH BASIN, THREE CARTRIDGES BILATERAL (TREATMENT FLOW: 0.11 CFS)
11. ANY MEDIA FILTRATION UNITS WILL BE INCLUDED IN THE PROJECT O&M MANUAL AND CONSIST OF ANNUAL CLEANING/VACUUMING FOR DEBRIS, INCLUDING REGULAR MAINTENANCE SCHEDULING DURING THE RAINY SEASON.
12. DEVELOPER SHALL INSTALL ANY APPROPRIATE STORMWATER POLLUTION PREVENTION MESSAGE SUCH AS "NO DUMPING – FLOWS TO BAY" ON ANY STORM DRAINS LOCATED ON PRIVATE PROPERTY.

SPECIAL PROJECT NON–LID TREATMENT REDUCTION CREDITS

CATEGORY C: TRANSIT–ORIENTED DEVELOPMENT

1.	LOCATION CREDIT: 100% OF SITE IS LOCATED WITHIN A PDA	25%
2.	DENSITY/FAR CREDIT: ≥ 100 DWELLING UNITS/ACRE	30%
3.	MINIMIZED PARKING CREDIT: 10% OR LESS SURFACE PARKING	10%
	TOTAL MAX. NON–LID CREDIT:	65%

TOTAL ONSITE EFFECTIVE IMPERVIOUS AREA
MIN. 35% REQUIRED BY LID TREATMENT:
PROVIDED EFFECTIVE LID TREATMENT AREA:
PROVIDED EFFECTIVE NON–LID TREATMENT AREA:

AREA BREAKDOWN EXCLUDES ANY OFFSITE TREATMENT

SPECIAL PROJECT NON–LID TREATMENT CREDIT NOTES:

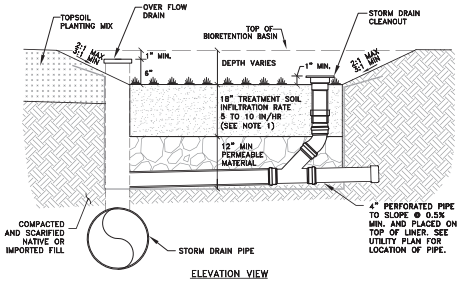
1. PROJECT SITE IS LOCATED WITHIN A PRIORITY DEVELOPMENT AREA (PDA).
2. PROPOSED PROJECT DENSITY IS 127 DU/AC PER SITE DATA RECEIVED BY BAR.
3. LESS THAN 10% OF THE PROPOSED PARKING IS AT–GRADE SURFACE PARKING.
4. MEDIA FILTER SIZING AND SPECIFICATIONS IS SUBJECT TO FINAL ARCHITECTURAL BUILDING DESIGN. MEDIA FILTERS WILL BE WASHINGTON G.U.L.D. AND T.A.P.E. CERTIFIED UNITS.

SOURCE CONTROL MEASURES

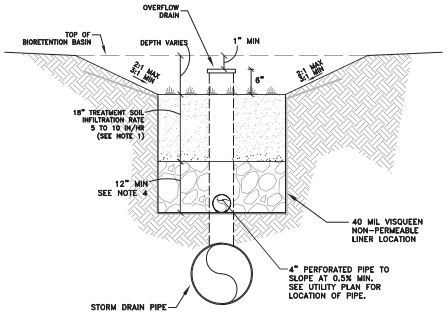
1. TRASH ENCLOSURES WILL BE ROOFED AND INTERNAL TO THE BUILDING.
2. INTERNAL GARAGE DRAINS TO BE PLUMBED TO SEWER LATERALS.
3. "NO DUMPING – FLOWS TO BAY" MARKING TO BE PROVIDED ON ALL STORM DRAIN INLETS.
4. REGULAR INSPECTION OF STORM DRAIN FACILITIES.

CITY OF SANTA CLARA
C.3 TREATMENT FACILITIES CONSTRUCTION NOTES

1. DURING THE BEGINNING OF CONSTRUCTION, THE PROJECT APPLICANT SHALL ARRANGE FOR A SITE VISIT (INSPECTION) BY A THIRD–PARTY REVIEWER ACCEPTABLE TO THE CITY OF SANTA CLARA THAT THE INSTALLED STORMWATER TREATMENT MEASURES HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE APPROVED BUILDING PLANS. THE THIRD–PARTY REVIEWER WILL RECOMMEND THE REQUIRED NUMBER OF SITE INSPECTIONS AT DIFFERENT INTERVALS OF CONSTRUCTION. THE THIRD–PARTY REVIEWER MUST BE A CIVIL ENGINEER, ARCHITECT OR LANDSCAPE ARCHITECT REGISTERED IN THE STATE OF CALIFORNIA AND MUST HAVE A CURRENT TRAINING ON STORMWATER TREATMENT DESIGN. A LIST OF QUALIFIED THIRD–PARTY REVIEWERS CAN BE FOUND ON THE SANTA CLARA VALLEY URBAN RUNOFF POLLUTION PREVENTION PROGRAM (SCVURPPP) WEBSITE AT WWW.SCVURPPP–W2K.COM/CONSULTANTS_LISTS.SHTML
2. SOILS IN THE BIORETENTION FACILITIES SHOULD MEET THE BIOTREATMENT SOIL MIX (BSM) SPECIFICATIONS PER SCVURPPP C.3 STORMWATER HANDBOOK, APPENDIX C. A MINIMUM PERCOLOATION REATE OF 5 INCHES/HOUR AND A MAXIMUM PERCOLATION RATE OF 10 INCHES/HOUR ARE REQUIRED (INITIAL INFILTRATION RATE MAY EXCEED THIS TO ALLOW FOR TENDENCY OF INFILTRATION RATE TO REDUCE OVER TIME). PLANTING SOIL LAYER SHOULD BE AT LEAST 18 INCHES DEEP. CONTRACTOR TO SUBMIT MATERIAL CERTIFICATES SIGNED BY THE MATERIAL PRODUCER, CERTIFYING THAT SOIL COMPLIES WITH, OR EXCEEDS, SPECIFIED REQUIREMENTS WITHIN 6 MONTHS.
3. PERMEABLE DRAIN ROCK SHALL BE CLASS 2 PERM ROCK PER CALTRANS STANDARD SECTION 68–1.025. THE MATERIAL SHALL BE WASHED AND FREE FROM CLAY OR ORGANIC MATERIAL.
4. PERFORATED PIPE SHALL BE SOLVENT WELD PVC SDR 35 (OR APPROVED EQUAL) WITH PERFORATION FACED DOWN. LOCATION OF THE PIPE VARIES, SEE PLAN.
5. INSTALLATION OF POROUS PAVEMENT AND/OR VAULTS SHALL BE DONE PER STANDARD DETAILS AND SPECIFICATIONS. THIRD–PARTY REVIEWER OR VENDOR SHALL INSPECT THE POROUS PAVEMENT AND/OR VAULTS INSTALLATION (INCLUDING IF NECESSARY, PERFORMING PERCOLATION TEST) AND SUBMIT THEIR CONCURRENCE LETTER TO THE CITY OF SANTA CLARA.
6. INSTALLATION OF INTERCEPTOR TREES AS A TREATMENT CONTROL MEASURE SHALL BE INSPECTED TO VERIFY THE ACCURACY OF LOCATION, SPECIES AND NUMBER OF THE INTERCEPTOR TREES.
7. FOR ANY LINER PENETRATIONS, RADIAL CUT THE LINER FOR PIPE. MASTIC AND SEAL WITH PIPE CLAMP TO INSURE WATER–TIGHT SEAL.
8. SEE LANDSCAPE PLANS AND SPECIFICATIONS FOR PLANTING MATERIALS WITHIN BIORETENTION FACILITIES.



ELEVATION VIEW
(NTS)



SECTION VIEW
(NTS)

NOTE:

1. FOR TREATMENT SOIL SPECIFICATION, SEE APPENDIX C IN SCVURPPP C3 STORMWATER HANDBOOK.
2. BACKFILL BIORETENTION ONLY WITH PERMEABLE PLANTING MATERIAL AND DRAIN ROCK AS SPECIFIED IN THIS DETAIL. ABSOLUTELY NO NATIVE MATERIAL SHALL BE USED FOR BACKFILL. CONTRACTOR MUST COORDINATE WITH CIVIL ENGINEER PRIOR TO CONSTRUCTION.
3. RESULT FROM A PERCOLATION RATE SHALL BE GREATER THAN 5.0 IN/HR AND LESS THAN 10.0 IN/HR.
4. DRAIN ROCK TO BE CLASS 2 PERMEABLE MATERIAL PER CALTRANS STANDARD SPECIFICATIONS, SECTION 68–2.02F.

BIORETENTION BASIN DETAIL
NOT TO SCALE

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Construction Best Management Practices (BMPs)

Construction projects are required to implement year-round stormwater BMPs.

Materials & Waste Management

Non-Hazardous Materials

- ❑ Berm and cover stockpiles of sand, dirt or other construction material with tarps when rain is forecast or when they are not in use.
- ❑ Use (but don't overuse) reclaimed water for dust control.
- ❑ Ensure dust control water doesn't leave site or discharge to storm drains.

Hazardous Materials

- ❑ Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with City, County, State and Federal regulations.
- ❑ Store hazardous materials and wastes in water tight containers, store in appropriate secondary containment, and cover them at the end of every work day or during wet weather or when rain is forecast.
- ❑ Follow manufacturer's application instructions for hazardous materials and do not use more than necessary. Do not apply chemicals outdoors when rain is forecast within 24 hours.
- ❑ Arrange for appropriate disposal of all hazardous wastes.

Waste Management

- ❑ Cover and maintain dumpsters. Check frequently for leaks. Place dumpsters under roofs or cover with tarps or plastic sheeting secured around the outside of the dumpster. A plastic liner is recommended to prevent leaks. Never clean out a dumpster by hosing it down on the construction site.
- ❑ Place portable toilets away from storm drains. Make sure they are in good working order. Check frequently for leaks.
- ❑ Dispose of all wastes and demolition debris properly. Recycle materials and wastes that can be recycled, including solvents, water-based paints, vehicle fluids, broken asphalt and concrete, wood, and cleared vegetation.
- ❑ Dispose of liquid residues from paints, thinners, solvents, glues, and cleaning fluids as hazardous waste.
- ❑ Keep site free of litter (e.g. lunch items, cigarette butts).
- ❑ Prevent litter from uncovered loads by covering loads that are being transported to and from site.

Construction Entrances and Perimeter

- ❑ Establish and maintain effective perimeter controls and stabilize all construction entrances and exits to sufficiently control erosion and sediment discharges from site and tracking off site.
- ❑ Sweep or vacuum any street tracking immediately and secure sediment source to prevent further tracking. Never hose down streets to clean up tracking.

Equipment Management & Spill Control

Maintenance and Parking

- ❑ Designate an area of the construction site, well away from streams or storm drain inlets and fitted with appropriate BMPs, for auto and equipment parking, and storage.
- ❑ Perform major maintenance, repair jobs, and vehicle and equipment washing off site.
- ❑ If refueling or vehicle maintenance must be done onsite, work in a bermed area away from storm drains and over a drip pan or drop cloths big enough to collect fluids. Recycle or dispose of fluids as hazardous waste.
- ❑ If vehicle or equipment cleaning must be done onsite, clean with water only in a bermed area that will not allow rinse water to run into gutters, streets, storm drains, or surface waters.
- ❑ Do not clean vehicle or equipment onsite using soaps, solvents, degreasers, or steam cleaning equipment, and do not use diesel oil to lubricate equipment or parts onsite.

Spill Prevention and Control

- ❑ Keep spill cleanup materials (e.g., rags, absorbents and cat litter) available at the construction site at all times.
- ❑ Maintain all vehicles and heavy equipment. Inspect frequently for and repair leaks. Use drip pans to catch leaks until repairs are made.
- ❑ Clean up leaks, drips and other spills immediately and dispose of cleanup materials properly.
- ❑ Use dry cleanup methods whenever possible (absorbent materials, cat litter and/or rags).
- ❑ Sweep up spilled dry materials immediately. Never attempt to "wash them away" with water, or bury them.
- ❑ Clean up spills on dirt areas by digging up and properly disposing of contaminated soil.
- ❑ Report significant spills to the appropriate local spill response agencies immediately. If the spill poses a significant hazrd to human health and safety, property or the environment, you must report it to the State Office of Emergency Services. (800) 852-7550 (24 hours).

Earthmoving

Grading and Earthwork

- ❑ Schedule grading and excavation work during dry weather.
- ❑ Stabilize all denuded areas, install and maintain temporary erosion controls (such as erosion control fabric or bonded fiber matrix) until vegetation is established.
- ❑ Remove existing vegetation only when absolutely necessary, plant temporary vegetation for erosion control on slopes or where construction is not immediately planned.
- ❑ Prevent sediment from migrating offsite and protect storm drain inlets, drainage courses and streams by installing and maintaining appropriate BMPs (i.e. silt fences, gravel bags, fiber rolls, temporary swales, etc.).
- ❑ Keep excavated soil on site and transfer it to dump trucks on site, not in the streets.

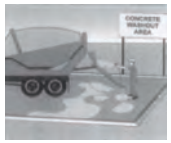
Contaminated Soils

- ❑ If any of the following conditions are observed, test for contamination and contact the Regional Water Quality Control Board:
  - Unusual soil conditions, discoloration, or odor.
  - Abandoned underground tanks.
  - Abandoned wells
  - Buried barrels, debris, or trash.
- ❑ If the above conditions are observed, document any signs of potential contamination and clearly mark them so they are not disturbed by construction activities.

Landscaping

- ❑ Protect stockpiled landscaping materials from wind and rain by storing them under tarps all year-round.
- ❑ Stack bagged material on pallets and under cover.
- ❑ Discontinue application of any erodible landscape material within 2 days before a forecast rain event or during wet weather.

Concrete Management and Dewatering



Concrete Management

- ❑ Store both dry and wet materials under cover, protected from rainfall and runoff and away from storm drains or waterways. Store materials off the ground, on pallets. Protect dry materials from wind.
- ❑ Wash down exposed aggregate concrete only when the wash water can (1) flow onto a dirt area; (2) drain onto a bermed surface from which it can be pumped and disposed of properly; or (3) block any storm drain inlets and vacuum washwater from the gutter. If possible, sweep first.
- ❑ Wash out concrete equipment/trucks offsite or in a designated washout area onsite, where the water will flow into a temporary waste pit, and make sure wash water does not leach into the underlying soil. (See CASQA Construction BMP Handbook for properly designed concrete washouts.)

Dewatering

- ❑ Discharges of groundwater or captured runoff from dewatering operations must be properly managed and disposed. When possible, send dewatering discharge to landscaped area or sanitary sewer. If discharging to the sanitary sewer, call your local wastewater treatment plant.
- ❑ Divert run-on water from offsite away from all disturbed areas.
- ❑ When dewatering, notify and obtain approval from the local municipality before discharging water to a street gutter or storm drain. Filtration or diversion through a basin, tank, or sediment trap may be required.
- ❑ In areas of known or suspected contamination, call your local agency to determine whether the ground water must be tested. Pumped groundwater may need to be collected and hauled off-site for treatment and proper disposal.

Paving/Asphalt Work

Paving

- ❑ Avoid paving and seal coating in wet weather or when rain is forecast, to prevent materials that have not cured from contacting stormwater runoff.
- ❑ Cover storm drain inlets and manholes when applying seal coat, slurry seal, fog seal, or similar materials.
- ❑ Collect and recycle or properly dispose of excess abrasive gravel or sand. Do NOT sweep or wash it into gutters.

Sawcutting & Asphalt/Concrete Removal

- ❑ Protect storm drain inlets during saw cutting.
- ❑ If saw cut slurry enters a catch basin, clean it up immediately.
- ❑ Shovel or vacuum saw cut slurry deposits and remove from the site. When making saw cuts, use as little water as possible. Sweep up, and properly dispose of all residues.

Painting & Paint Removal

Painting Cleanup and Removal

- ❑ Never clean brushes or rinse paint containers into a street, gutter, storm drain, or stream.
- ❑ For water-based paints, paint out brushes to the extent possible, and rinse into a drain that goes to the sanitary sewer. Never pour paint down a storm drain.
- ❑ For oil-based paints, paint out brushes to the extent possible and clean with thinner or solvent in a proper container. Filter and reuse thinners and solvents. Dispose of excess liquids as hazardous waste.
- ❑ Sweep up or collect paint chips and dust from non-hazardous dry stripping and sand blasting into plastic drop cloths and dispose of as trash.
- ❑ Chemical paint stripping residue and chips and dust from marine paints or paints containing lead, mercury, or tributyltin must be disposed of as hazardous waste. Lead based paint removal requires a state-certified contractor.

Santa Clara Valley
Urban Runoff
Pollution Prevention Program

Storm drain polluters may be liable for fines of up to $10,000 per day!

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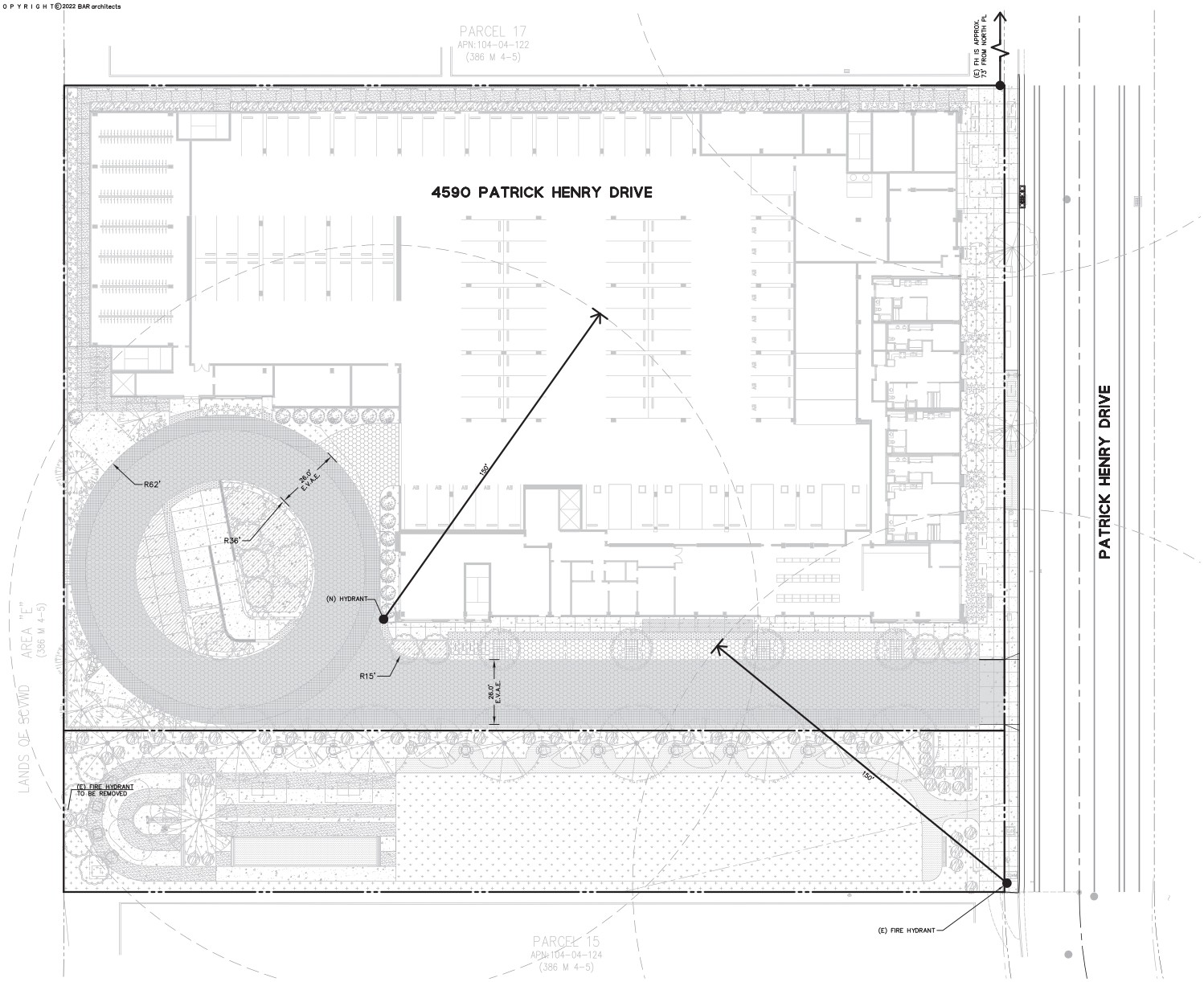


LEGEND

- PROPERTY LINE
- HYDRANT SPACING OUTLINE
- FIRE TRUCK ACCESS ROUTE (26' E.V.A.E.)
- 150' HYDRANT SPACING
- FIRE HYDRANT

ABBREVIATIONS

APN	ASSESSORS PARCEL NUMBER
(E)	EXISTING
E	EAST
E.V.A.E.	EMERGENCY VEHICLE ACCESS EASEMENT
N	NORTH
PL	PROPERTY LINE
R	RADIUS
S	SOUTH
W	WEST

1"=20'

GRAPHIC SCALE

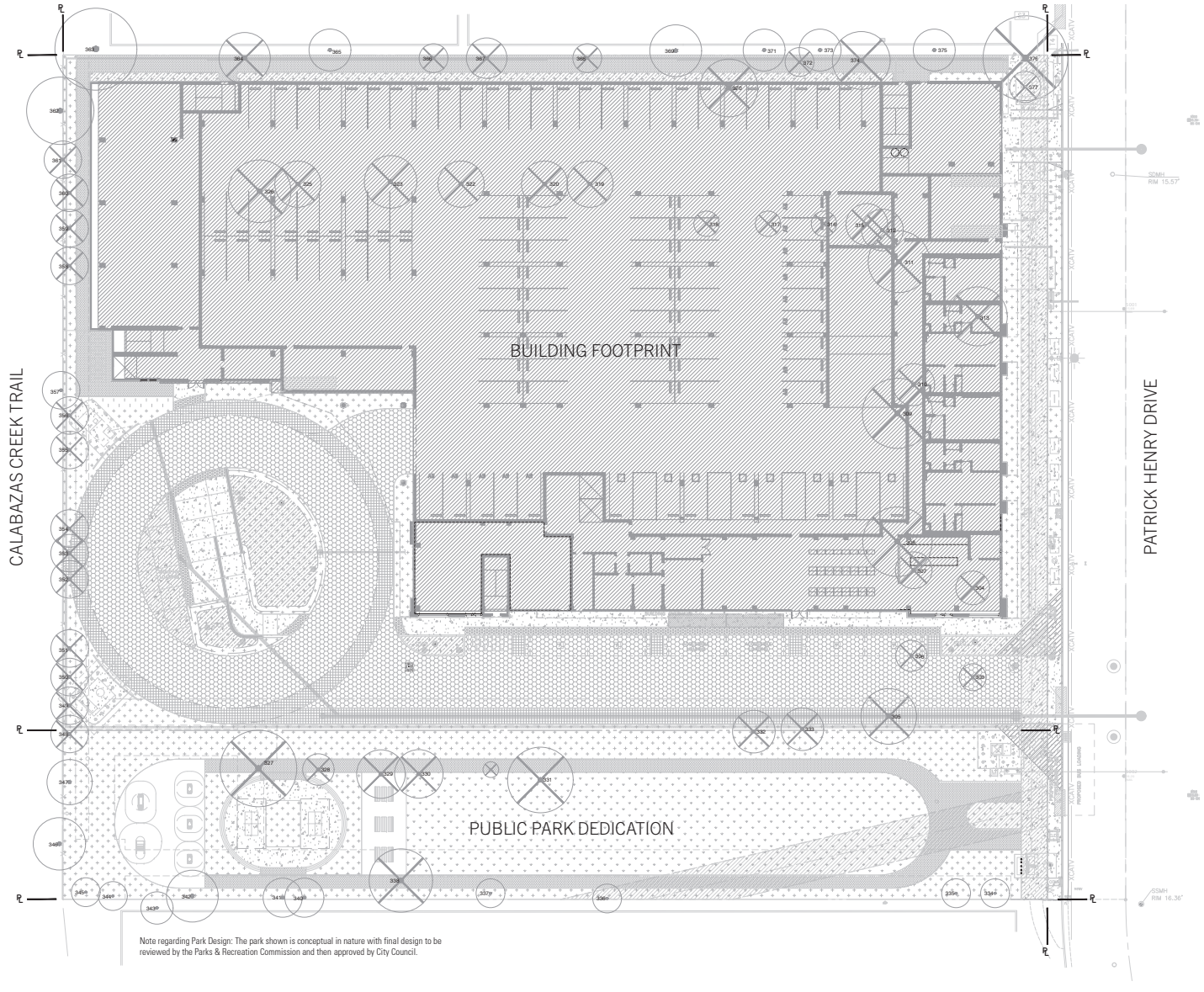
20 0 20 40

PATRICK HENRY DRIVE

4590 PATRICK HENRY DRIVE, SANTA CLARA, CA 95054

PRELIMINARY FIRE ACCESS PLAN

03.05.2024 | BKF JOB NO. 20200736 | BAR architects | BKF ENGINEERS 1700 N. FIRST STREET SUITE 200 SAN JOSE, CA 95112 (408) 467-9100 www.bkf.com | C7.0



Note regarding Park Design: The park shown is conceptual in nature with final design to be reviewed by the Parks & Recreation Commission and then approved by City Council.

TREE REMOVAL PLAN - LEGEND

SURVEYED TREES (SEE ARBORIST REPORT FOR FULL TREE DATA TABLE)

300

(11) EXISTING TREES TO REMAIN OUTSIDE PROPERTY LINE

342 ACACIA MELANOXYLON | BLACKWOOD ACACIA 6" TRUNK	365 CEDRUS DEODARA | CEDAR 7", 7" TRUNK
343 CELTIS OCCIDENTALIS | HACKBERRY 4" TRUNK	369 CEDRUS DEODARA | CEDAR 10" TRUNK
346 CELTIS OCCIDENTALIS | HACKBERRY 11", 7", 6", 6" TRUNK	371 CEDRUS DEODARA | CEDAR 5", 7", 6", 5", 4" TRUNK
357 QUERCUS ILEX | HOLLY OAK 13" TRUNK	373 QUERCUS ILEX | HOLLY OAK 7" TRUNK
362 QUERCUS ILEX | HOLLY OAK 12" TRUNK	375 CEDRUS DEODARA | CEDAR 6", 7", 7", 5", 5", 4", 3" TRUNK
363 QUERCUS ILEX | HOLLY OAK 5", 4", 4" TRUNK	

(9) EXISTING TREES TO REMAIN WITHIN PROPERTY LINE

334 ACACIA MELANOXYLON | BLACKWOOD ACACIA 4" TRUNK	340 CEDRUS DEODARA | CEDAR 8" TRUNK
335 JUNIPERUS CHINENSIS | CHINESE JUNIPER 4" TRUNK	341 CEDRUS DEODARA | CEDAR 10" TRUNK
336 ACACIA MELANOXYLON | BLACKWOOD ACACIA 4" TRUNK	342 CEDRUS DEODARA | CEDAR 12" TRUNK
337 CEDRUS DEODARA | CEDAR 10" TRUNK	344 ACACIA MELANOXYLON | BLACKWOOD ACACIA 20" TRUNK

(3) EXISTING STREET TREES TO BE REMOVED

301 ACACIA MELANOXYLON | BLACKWOOD ACACIA 20" TRUNK
302 ACACIA MELANOXYLON | BLACKWOOD ACACIA 22" TRUNK
304 PRUNUS CERASIFERA | PURPLELEAF PLUM 5", 4", 3", 4", 4", 1" TRUNK

(32) EXISTING TREES TO REMOVE WITHIN PROPERTY LINE

303 PRUNUS CERASIFERA | PURPLELEAF PLUM 7", 7", 4", 3" TRUNK	323 LAGERSTROEMIA INDICA | CREPE MYRTLE 3" TRUNK
304 ACACIA MELANOXYLON | BLACKWOOD ACACIA 4" TRUNK	324 LAGERSTROEMIA INDICA | CREPE MYRTLE 3" TRUNK
305 JUNIPERUS CHINENSIS | CHINESE JUNIPER 10", 7", 6", 6" TRUNK	325 FRAXINUS UHDEI | EVERGREEN ASH 12" TRUNK
306 PISTACIA CHINENSIS | CHINESE PISTACHE 4" TRUNK	347 QUERCUS ILEX | HOLLY OAK 12" TRUNK
307 PISTACIA CHINENSIS | CHINESE PISTACHE 6" TRUNK	348 SEQUOIA SEMPERVIRENS | COAST REDWOOD 8" TRUNK
308 JUNIPERUS CHINENSIS | CHINESE JUNIPER 12", 6" TRUNK	349 SEQUOIA SEMPERVIRENS | COAST REDWOOD 8" TRUNK
309 JUNIPERUS CHINENSIS | CHINESE JUNIPER 10", 7", 5", 6" TRUNK	350 SEQUOIA SEMPERVIRENS | COAST REDWOOD 7" TRUNK
310 PISTACIA CHINENSIS | CHINESE PISTACHE 12" TRUNK	351 ACACIA MELANOXYLON | BLACKWOOD ACACIA 6", 5", 4" TRUNK
311 PISTACIA CHINENSIS | CHINESE PISTACHE 6" TRUNK	352 SEQUOIA SEMPERVIRENS | COAST REDWOOD 7" TRUNK
312 JUNIPERUS CHINENSIS | CHINESE JUNIPER 7", 6", 5", 5" TRUNK	353 SEQUOIA SEMPERVIRENS | COAST REDWOOD 7" TRUNK
313 PRUNUS CERASIFERA | PURPLELEAF PLUM 6" TRUNK	354 SEQUOIA SEMPERVIRENS | COAST REDWOOD 5" TRUNK
314 QUERCUS ILEX | HOLLY OAK 11" TRUNK	355 SEQUOIA SEMPERVIRENS | COAST REDWOOD 6" TRUNK
316 LAGERSTROEMIA INDICA | CREPE MYRTLE 4" TRUNK	356 SEQUOIA SEMPERVIRENS | COAST REDWOOD 6" TRUNK
317 LAGERSTROEMIA INDICA | CREPE MYRTLE 5" TRUNK	358 SEQUOIA SEMPERVIRENS | COAST REDWOOD 7" TRUNK
318 LAGERSTROEMIA INDICA | CREPE MYRTLE 5" TRUNK	359 SEQUOIA SEMPERVIRENS | COAST REDWOOD 5" TRUNK
319 MELALEUCA QUINQUENERVIA | CAJEPUT PAPERBARK TREE 14", 12" TRUNK	360 SEQUOIA SEMPERVIRENS | COAST REDWOOD 8" TRUNK
320 MELALEUCA QUINQUENERVIA | CAJEPUT PAPERBARK TREE 6", 7" TRUNK	361 QUERCUS ILEX | HOLLY OAK 7", 6", 5" TRUNK
322 MELALEUCA QUINQUENERVIA | CAJEPUT PAPERBARK TREE 22" TRUNK	364 ACACIA MELANOXYLON | BLACKWOOD ACACIA 24" TRUNK
323 MELALEUCA QUINQUENERVIA | CAJEPUT PAPERBARK TREE 8" TRUNK	366 CEDRUS DEODARA | CEDAR 6" TRUNK
325 MELALEUCA QUINQUENERVIA | CAJEPUT PAPERBARK TREE 6", 7", 6" TRUNK	367 CEDRUS DEODARA | CEDAR 7" TRUNK
326 FRAXINUS UHDEI | EVERGREEN ASH 14" TRUNK	368 CEDRUS DEODARA | CEDAR 7" TRUNK
327 FRAXINUS UHDEI | EVERGREEN ASH 20" TRUNK	370 FRAXINUS UHDEI | EVERGREEN ASH 12" TRUNK
328 MELALEUCA QUINQUENERVIA | CAJEPUT PAPERBARK TREE 18" TRUNK	372 CEDRUS DEODARA | CEDAR 6" TRUNK
329 MELALEUCA QUINQUENERVIA | CAJEPUT PAPERBARK TREE 13" TRUNK	374 CEDRUS DEODARA | CEDAR 12" TRUNK
330 MELALEUCA QUINQUENERVIA | CAJEPUT PAPERBARK TREE 11" TRUNK	376 FRAXINUS UHDEI | EVERGREEN ASH 22" TRUNK
331 MELALEUCA QUINQUENERVIA | CAJEPUT PAPERBARK TREE 19", 19" TRUNK	377 PISTACIA CHINENSIS | CHINESE PISTACHE 7" TRUNK

TOTAL QUANTITY OF TREES TO REMOVE = (55)
REPLACEMENT RATIO = 2:1 = (110) 24" BOX TREES
OR = 4:1 = (220) 15 GALLON TREES

TREE COMPENSATION:
THE PROJECT WILL PROVIDE (50) 15 GAL, (15) 24" BOX AND (10) 36" BOX. THE TOTAL SUM OF NEW TREES VALUE EQUALS (110) 15 GAL. THE REMAINING (110) 15 GAL REQUIRED REPLACEMENT TREES WILL BE COVERED UNDER A LIEU FEE.

SCALE 1" = 20'

PATRICK HENRY DRIVE
4590 PATRICK HENRY DRIVE, SANTA CLARA, CA 95054

TREE REMOVAL PLAN

09.04.2024 | 2020015 | BAR architects | gls | L001

CITY ARBORIST SPECIFICATIONS

CITY OF SANTA CLARA ARBORIST NOTES

I. GENERAL

1. No cutting of any part of city trees, including roots, shall be done without securing approval and direct supervision from the city arborist or arborist employed by city (408-615-3080).
2. No cutting of any part of private trees, including roots, shall be done without direct supervision of an international society of arboriculture (ISA) certified arborist.
3. When construction occurs within the drip line of existing trees, contractor shall pile the soil on the side away from the tree. When this is not possible, place soil on plywood, tarp, or 4'-5" thick bed of mulch. This is to help prevent cutting into the soil surface when the backhoe or tractor blade refills the trench.
4. Refill open trenches quickly within hours of excavation where they occur within the drip line of existing trees. If this is not possible and the weather is hot, dry, or windy, contractor must keep root ends moist by covering them with wet burlap. If the temperature is 80°F or greater, the burlap must be inspected every hour and re-wet as necessary to maintain a constant cool moist condition. If the temperature is below 80°, the burlap must be inspected every four hours and re-wet as necessary to maintain a constant cool moist condition. Small roots can dry out and die in 10-15 minutes. Larger roots can succumb in an hour or less under unfavorable weather conditions.
5. When roots 2" or larger are required to be cut, shovel by hand near the roots and prune the roots with an industry-approved pruning tool. Roots that are accidentally broken should be pruned two inches from the damaged end. Crushed or torn roots are more likely to allow decay to begin. Sharply cut roots produce a flush of new roots helping the tree to recover from its injury.
6. Contractor shall notify the city arborist or arborist employed by city 72 hours in advance of any work requiring digging around or within the drip line of existing trees
7. A clear system of flagging must be provided around trees within 20' of the proposed grading. Contractor shall secure approval of such system from the city arborist or arborist employed by city.
8. Materials, equipment, temporary buildings, fuels, paints and other construction items shall not be placed within the drip line of existing trees.

Page 1 of 4

CITY OF SANTA CLARA ARBORIST NOTES

9. Fence all trees to be retained to completely enclose the tree protection zone prior to demolition, grubbing or grading. Fencing shall be placed at the drip line of existing trees or, if possible, 1.5 times the radius of the drip line out from the trunk of the tree. A warning sign shall be prominently displayed on each fence. The sign shall be a minimum of 8.5"x11" and clearly state "**warning - tree protection zone this fence shall not be removed without approval from the city arborist/project arborist**". Fences shall be 6-foot tall chain link or

equivalent, as approved by the city arborist or arborist employed by city. Fences shall remain until all grading and construction work is completed. In addition, wrap all trees with straw waddle up to the first main branch, and then wrap snow fencing around the waddle on all trees in the construction zone to protect them from back damage caused by the work.

10. No trenching shall be done within the drip line of existing trees without the approval of the city arborist or arborist employed by city. Open trenching in the root zone of a public tree is prohibited except in cases where the trenching falls outside the drip line of the tree involved. Exceptions may be allowed if, in the opinion of the city arborist or arborist employed by city, the impact of trenching on the tree will be negligible.
11. Any cutting of existing roots of city trees shall be done with approved light equipment under the direct supervision of the city arborist or arborist employed by city. Any cutting of existing roots of private trees shall be done with approved equipment under the direct supervision of an ISA certified arborist.
12. Grading should not create drainage problems for trees by channeling water into them, or creating sunken areas.
13. All grading within the drip line of city trees shall be done with approved light equipment under the direct supervision of the city arborist or arborist employed by city. All grading within the drip line of private trees shall be done with approved equipment under the direct supervision of an ISA certified arborist. The original grade at the base of existing trees shall not be modified. If a grade increase is necessary, dry wells should be used.
14. When trenching is allowed, the contractor must first cut roots with a vermeer root cutter prior to any trenching to avoid tugging or pulling of roots.
15. Trees that are determined to be removed by the city arborist or arborist employed by city due to an unforeseen circumstance during construction shall be replaced by the

Page 2 of 4

CITY OF SANTA CLARA ARBORIST NOTES

contractor. The city arborist or arborist employed by city shall determine the replacement specie, size, quantity, and spacing.

16. Place 4"-5" thick mulch around all existing trees (out to their drip line) that are to be retained prior to any construction. This will help maintain moisture under the tree within the fencing area.
17. Bore pits are not allowed within the drip line of any tree.

II. BORING

Where there is insufficient space to bypass the drip line by trenching adjacent to all existing trees in excess of 5" DBH, the installation must be made by boring. The beginning and ending distance of the bore from the face of the tree in any direction is determined by the diameter of the tree as specified by the accompanying table.

When the tree diameter at 4ft feet is:	Trenching will be replaced by boring at this minimum distance from the face of the tree in any direction:
0-2 inches	1 feet
3-4 inches	2 feet
5-9 inches	5 feet
10-14 inches	10 feet
15-19 inches	12 feet
over 19 inches	15 feet

Tree diameter	(minimum) depth of bore
9 inches or less	2.5 feet
10-14 inches	3.0 feet
15-18 inches	3.5 feet
20 inches or more	4.0 feet

III. TREE PROTECTION

1. Contractor shall tag and identify existing trees which are to remain within the project limits and on the public right-of-way prior to start of work. Protect all tagged trees at all times from damage by the work. Treatment of all minor damage to tagged trees shall be performed by an ISA certified arborist or other personnel approved by the city arborist or arborist employed by city. If a tagged tree is permanently

Page 3 of 4

CITY OF SANTA CLARA ARBORIST NOTES

disfigured or killed as a result of the work, contractor shall remove the tree, including its roots, from the site and replace each removed tree with an equal-sized tree. If such replacement is not possible, the contractor shall reimburse to the tree owner the amount listed in the table below. The city arborist or arborist employed by city shall be the sole judge of the condition of any tree. Contractor shall provide regular watering of existing landscaping within the construction area through the construction period.

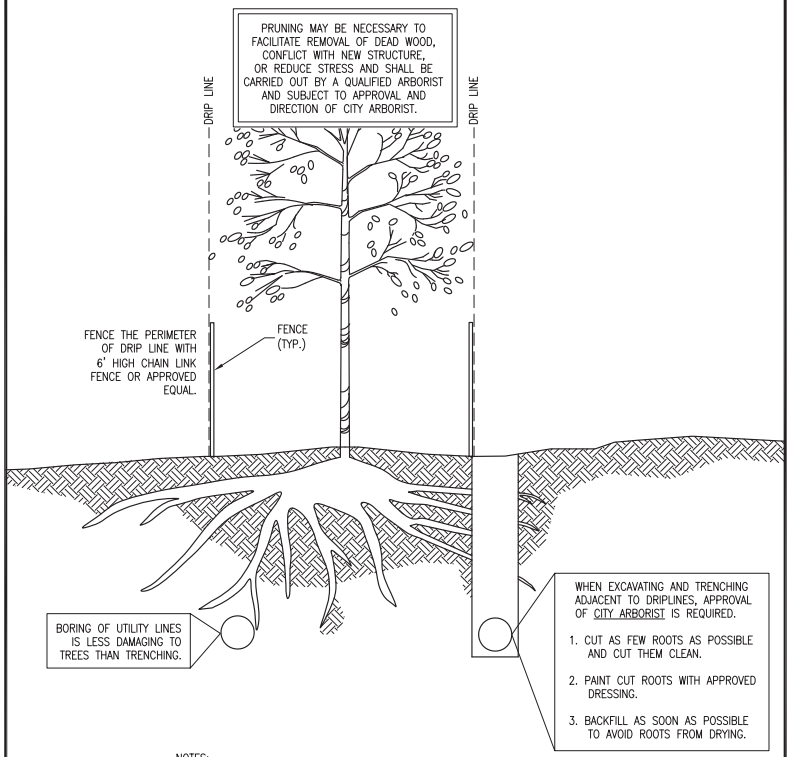
2. Contractor shall pay the tree owner the value of existing trees to remain that died or were damaged because of the contractor's failure to provide adequate protection and maintenance. The payment amount shall be in accordance with the following schedule of values, using "tree caliper" method established in the most recent issue of the "guide for establishing values of trees and other plants", prepared by the council of tree and landscape architects.

7 inches	$ 2,400
8 inches	$ 3,400
9 inches	$ 4,400
10 inches	$ 5,200
11 inches	$ 6,000
12 inches	$ 7,200
13 inches	$ 8,200
14 inches	$ 9,200
15 inches	$ 10,000
16 inches	$ 11,000
17 inches	$ 12,000
18 inches and over: Add for each caliper inch	$ 1,200

Page 4 of 4

Note regarding Park Design: The park shown is conceptual in nature with final design to be reviewed by the Parks & Recreation Commission and then approved by City Council.

CITY TREE PROTECTION SPECIFICATIONS

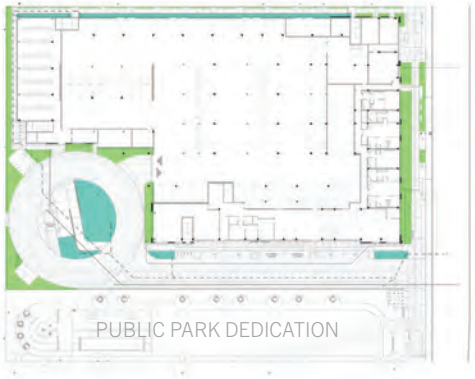


NOTES:

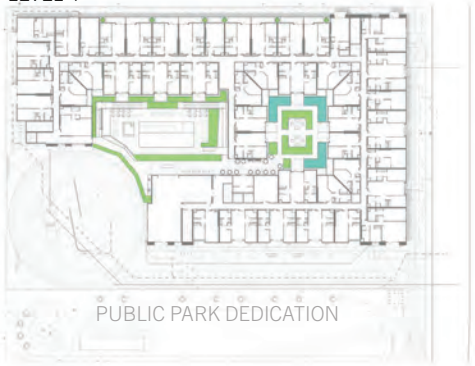
1. PROVIDE ADEQUATE RETAINING WALL – NO CLOSER THAN DRIP LINE. LARGE AMOUNTS OF FILL WILL INHIBIT DELICATE BALANCE BETWEEN ROOTS AND SOIL.
2. AVOID ANY PONDING BY DRAINING LOW POINTS.
3. PRIOR TO GRADING, INSTALL FENCES AND BARRICADES AROUND TREE.
4. FERTILIZE AND WATER TO MINIMIZE SHOCK AS DIRECTED BY QUALIFIED ARBORIST.

DRAWN BY: K. TRAN	TREE PROTECTION	LS-6	
CHECKED BY: C. QUANZ			
APPROVED BY: G. GOMEZ			
DATE: OCTOBER 2013	CITY OF SANTA CLARA	PAGE: 62	

GROUND LEVEL



LEVEL 4



LEVEL 8

Note regarding Park Design: The park shown is conceptual in nature with final design to be reviewed by the Parks & Recreation Commission and then approved by City Council.

GROUND LEVEL:
MODERATE WATER USE = 3413 sq. ft.
LOW WATER USE = 5855 sq. ft.

LEVEL 2
MODERATE WATER USE = 772 sq. ft.
LOW WATER USE = 2679 sq. ft.

LEVEL 8
MODERATE WATER USE = 0 sq. ft.
LOW WATER USE = 538 sq. ft.

TOTAL MODERATE WATER USE AREA = 4185 sq. ft.
TOTAL LOW WATER USE AREA = 9072 sq. ft.

WATER EFFICIENT LANDSCAPE WORKSHEET

This worksheet is filled out by the project applicant and it is a required element of the Landscape Documentation Package.

Reference Evapotranspiration (ETo) is **43.00** **ETAF for MAWA is** **0.55**

Hydrozone # /Planting Description[a]	Plant Factor (PF)	Irrigation Method[b]	Irrigation Efficiency (IE)[c]	ETAF (PF/IE)	Landscape Area (sq. ft.)	ETAF x Area	Estimated Total Water Use (ETWU)[e]
Regular Landscape Areas - Controller 'A'							
LOW WATER USE	0.30	DRIP	0.81	0.37	9072	3357	**89498**
MODERATE WATER USE	0.50	DRIP	0.81	0.62	4185	2595	**69183**
				Totals	**13257**	**5952**	**158681**
					(A)	(B)	
Special Landscape Areas							
				1			
				1			
				1			
				Totals	**0**	**0**	**0**
					(C)	(D)	
						ETWU Total	**158681**
						Maximum Allowed Water Allowance (MAWA)[f]	**194387**

ETAF Calculations:

Regular Landscape Areas

Total ETAF x Area	(B)	**5952**
Total Area	(A)	**13257**
Average ETAF	B÷A=	**0.45**

All Landscape Areas

Total ETAF x Area	(B+D)	**5952**
Total Area	(A+C)	**13257**
Sitewide ETAF=(B+D)÷(A+C)		**0.45**

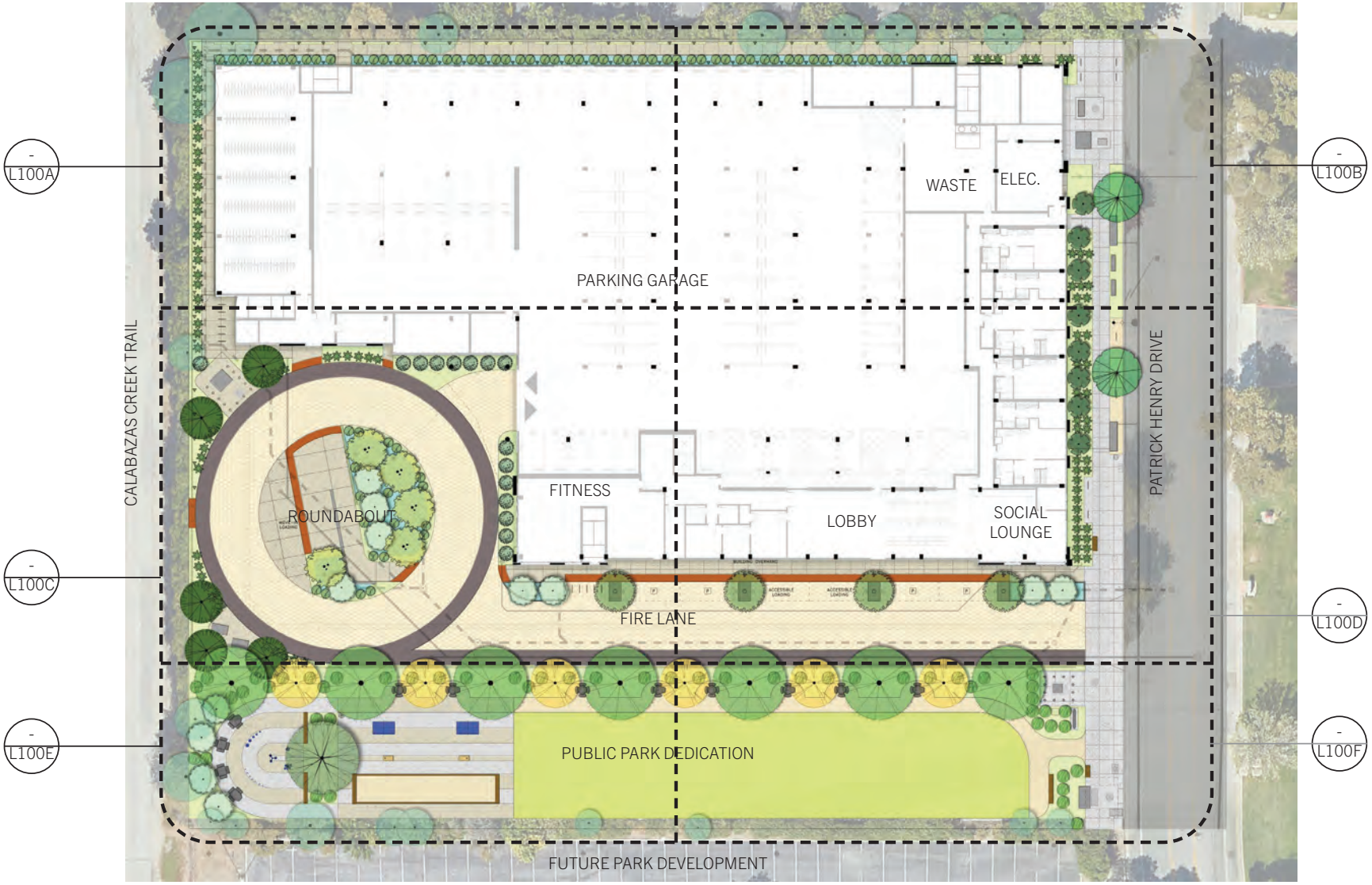
Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

MODERATE WATER USE LOW WATER USE SCALE 1" = 50'

PATRICK HENRY DRIVE
4590 PATRICK HENRY DRIVE, SANTA CLARA, CA 95054

PRELIMINARY WATER EFFICIENT LANDSCAPE WORKSHEET

03.05.2024 | 2020015 | BAR architects | gls | L003



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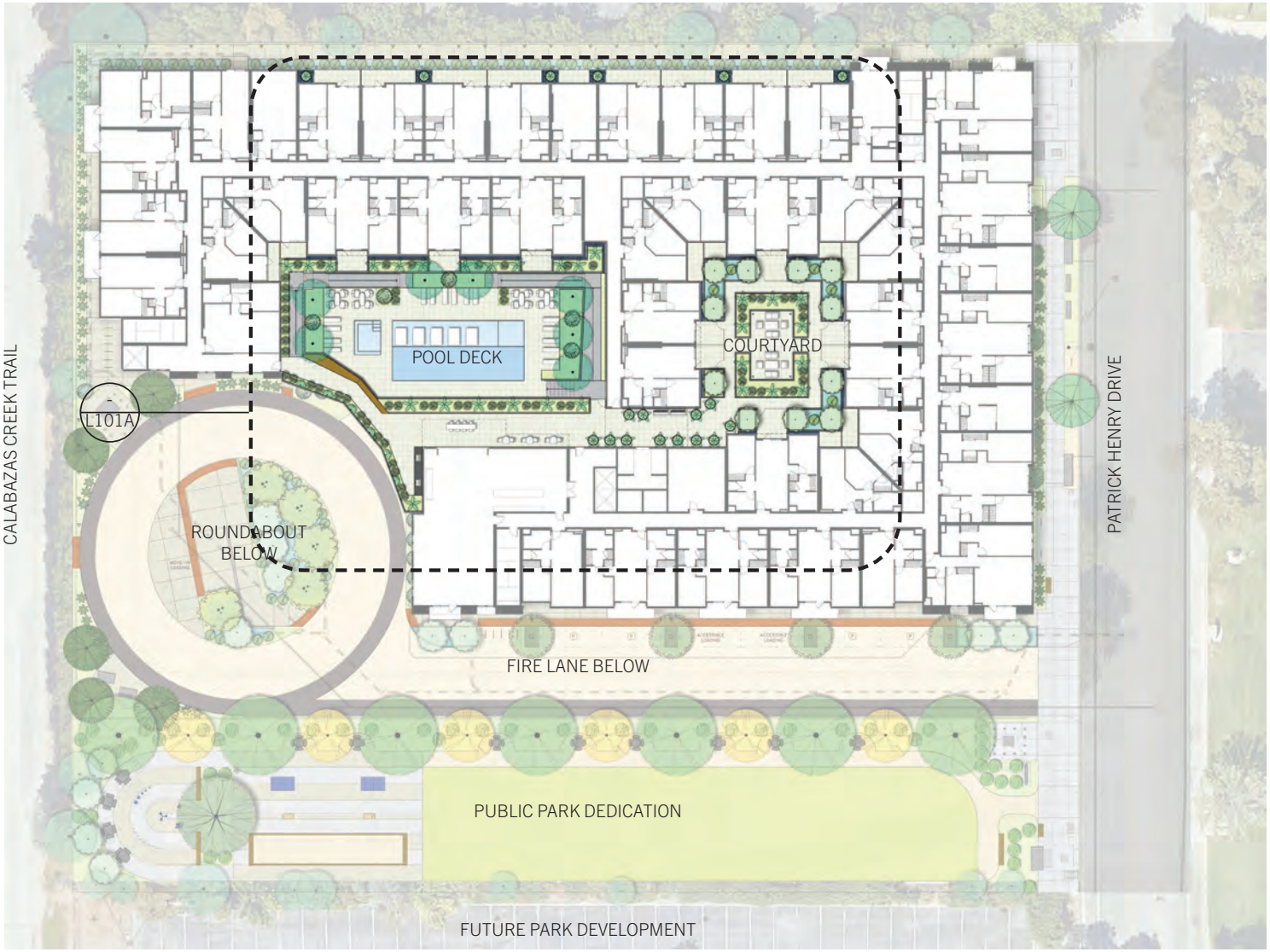
SCALE 1" = 20'

PATRICK HENRY DRIVE
4590 PATRICK HENRY DRIVE, SANTA CLARA, CA 95054

LANDSCAPE SITE PLAN - GROUND LEVEL

03.05.2024	2020015	BAR architects	gls	L100



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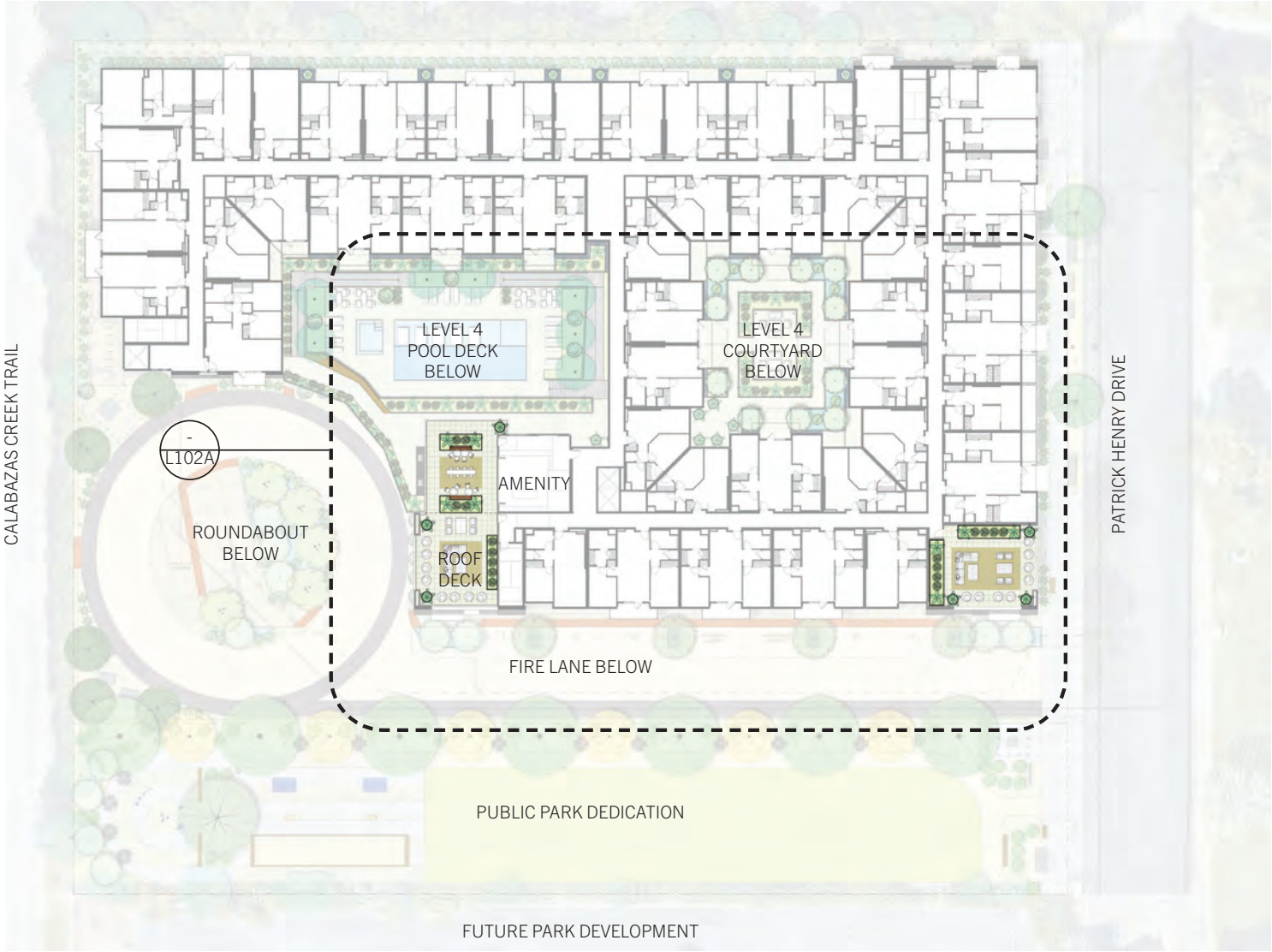
4590 PATRICK HENRY DRIVE, SANTA CLARA, CA 95054

LANDSCAPE SITE PLAN - LEVEL 4

03.05.2024	2020015	BAR architects	gls	L101



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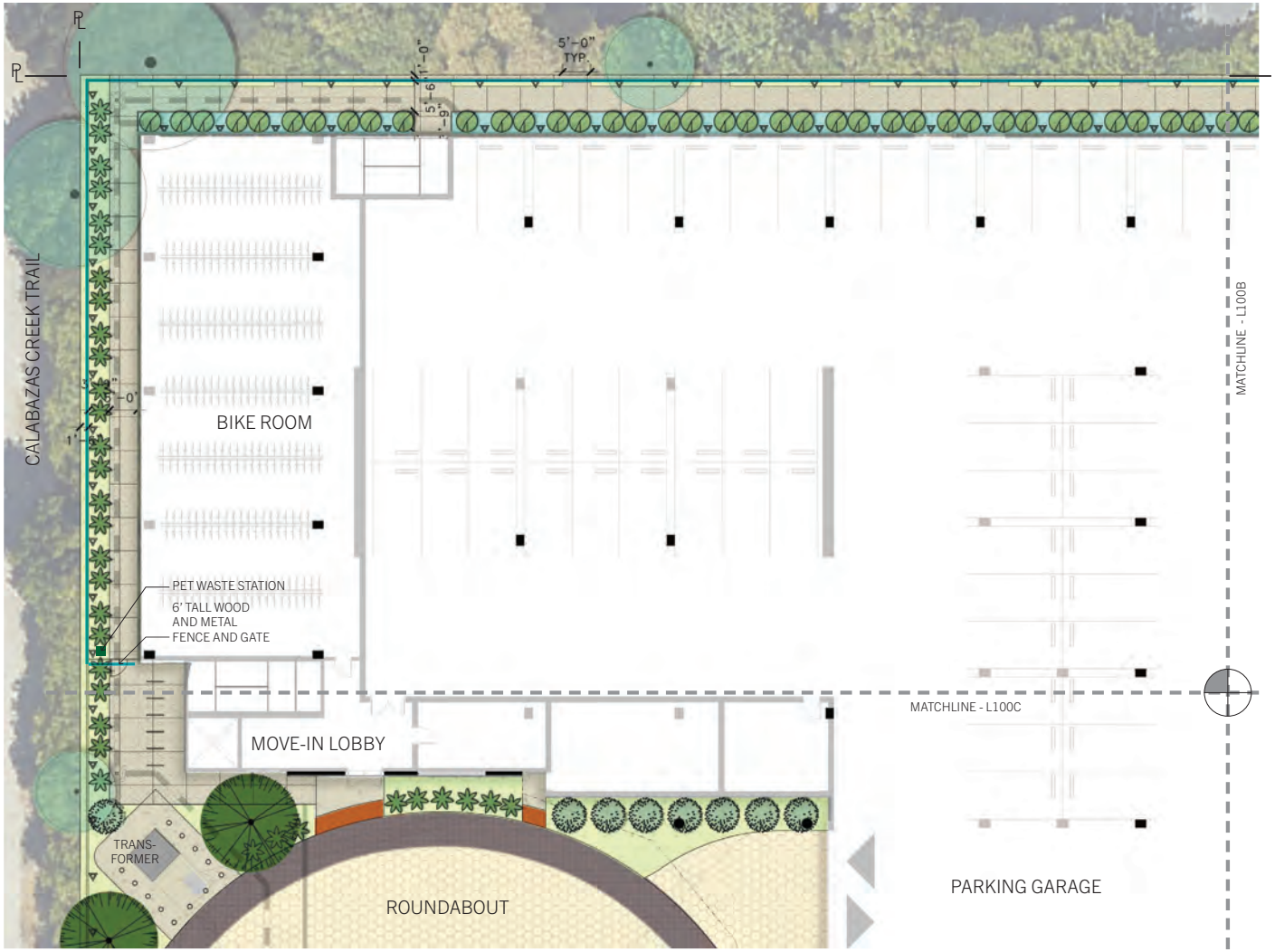
SCALE 1" = 20'

PATRICK HENRY DRIVE
4590 PATRICK HENRY DRIVE, SANTA CLARA, CA 95054

LANDSCAPE SITE PLAN - LEVEL 8

03.05.2024	2020015	BAR architects	gls	L102



MATERIAL LEGEND

- CONCRETE UNIT PAVER
- COBBLE STONE
- CITY SIDEWALK CONCRETE PAVING
- CONCRETE PAVING
- PERMEABLE CONCRETE PAVING
- WARNING PAVER
- REDBROWN PATHWAY MIX
- REGULAR PLANTING
- BIORETENTION PLANTING
- CLASS II BIKE RACK
- RAISED PLANTER
- 4' TALL WOOD & METAL FENCE
- 6' TALL WOOD & METAL FENCE
- 8' TALL LASER CUT METAL SCREEN WITH CUSTOM PATTERN
- 6' TALL MAN GATES
- BOLLARDS
- PET WASTE STATION

PLANTING LEGEND

REGULAR PLANTING

- STREET TREE 24" BOX
- DECIDUOUS TREE 24" BOX
- ACCENT SMALL TREE 15 GALLON
- EVERGREEN SMALL TREE FOR SCREENING 15 GALLON
- ACCENT SHRUB 5 GALLON
- EXISTING TREE TO REMAIN

BIORETENTION PLANTING

- EVERGREEN TREE 24" BOX
- EVERGREEN SHRUB 15 GALLON
- ACCENT SHRUB 15 GALLON
- CLIMBING VINE 1 GALLON
- EVERGREEN SCREENING TREE 24'' BOX

GENERAL NOTE:

1. ALL VERTICAL SCREENS SHALL HAVE 50% POROSITY FOR SECURITY.
2. ALL PARK BENCHES UNDER 5' IN LENGTH WILL HAVE ARMRESTS ON BOTH SIDES. FOR BENCHES OVER 5', ARMRESTS WILL SUBDIVIDE THE BENCH INTO SEGMENTS LESS THAN 5'.
3. SKATE STOPPERS WILL BE PROVIDED FOR ANY SEAT WALL LESS THAN 36" IN HEIGHT.
4. ALL PLANTING IN THE STORMWATER FLOW-THRU PLANTERS AND BIO-RETENTION AREAS WILL BE SELECTED FROM THE SCVURPPP APPENDIX D - PLANT LIST AND PLANTING GUIDANCE FOR LANDSCAPE-BASED STORMWATER MEASURES.

SCALE 1" = 10'

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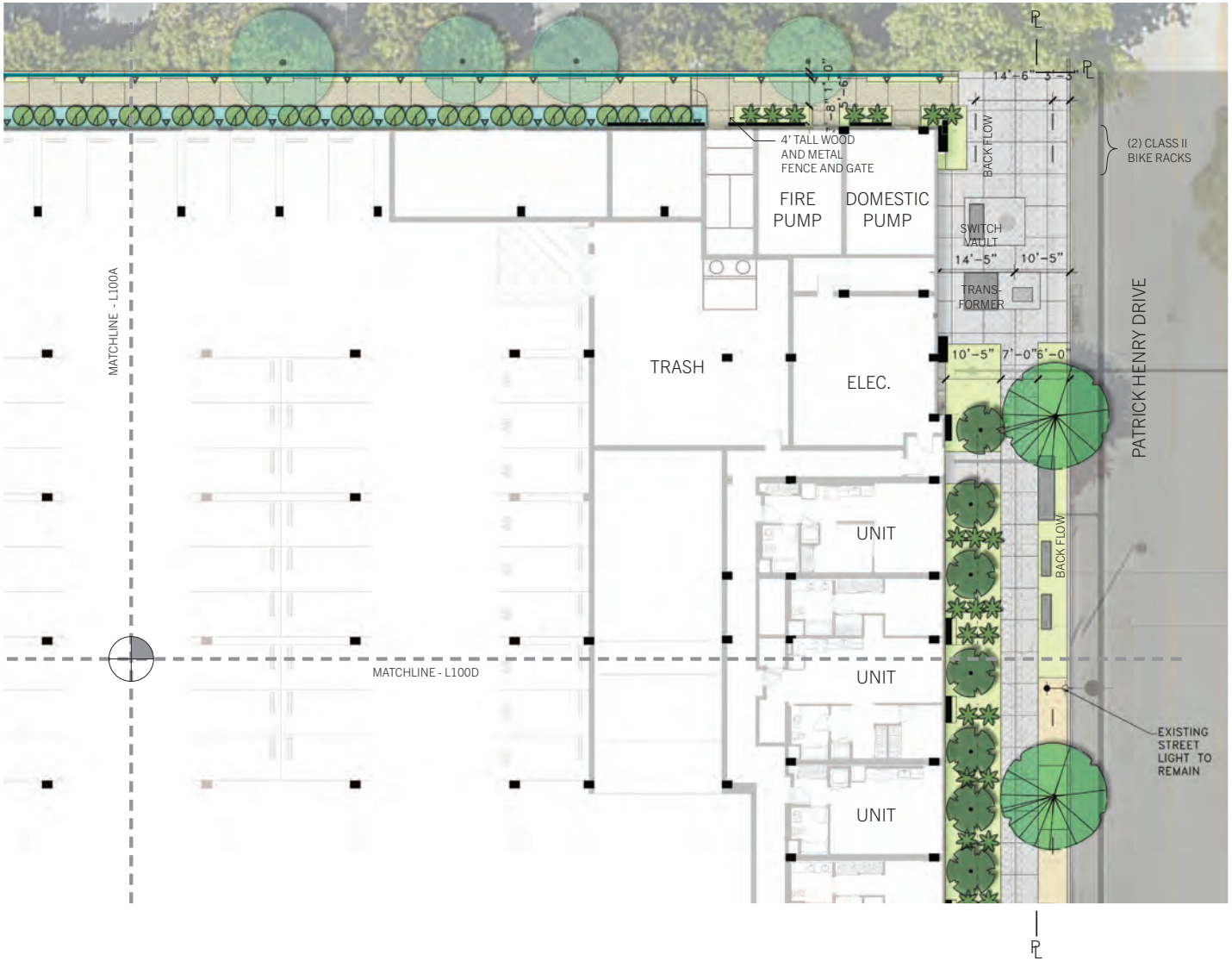
PATRICK HENRY DRIVE
4590 PATRICK HENRY DRIVE, SANTA CLARA, CA 95054

ENLARGED PLAN - GROUND LEVEL

03.05.2024	2020015	BAR architects	gls	L100A



MATERIAL LEGEND

- CONCRETE UNIT PAVER
- COBBLE STONE
- CITY SIDEWALK CONCRETE PAVING
- CONCRETE PAVING
- PERMEABLE CONCRETE PAVING
- WARNING PAVER
- REDBROWN PATHWAY MIX
- REGULAR PLANTING
- BIORETENTION PLANTING
- CLASS II BIKE RACK
- RAISED PLANTER
- 4' TALL WOOD & METAL FENCE
- 6' TALL WOOD & METAL FENCE
- 8' TALL LASER CUT METAL SCREEN WITH CUSTOM PATTERN
- 6' TALL MAN GATES
- BOLLARDS
- PET WASTE STATION

PLANTING LEGEND

REGULAR PLANTING

- STREET TREE 24" BOX
- DECIDUOUS TREE 24" BOX
- ACCENT SMALL TREE 15 GALLON
- EVERGREEN SMALL TREE FOR SCREENING 15 GALLON
- ACCENT SHRUB 5 GALLON
- EXISTING TREE TO REMAIN

BIORETENTION PLANTING

- EVERGREEN TREE 24" BOX
- EVERGREEN SHRUB 15 GALLON
- ACCENT SHRUB 15 GALLON
- CLIMBING VINE 1 GALLON
- EVERGREEN SCREENING TREE 24'' BOX

GENERAL NOTE:

1. ALL VERTICAL SCREENS SHALL HAVE 50% POROSITY FOR SECURITY.

2. ALL PARK BENCHES UNDER 5' IN LENGTH WILL HAVE ARMRESTS ON BOTH SIDES. FOR BENCHES OVER 5', ARMRESTS WILL SUBDIVIDE THE BENCH INTO SEGMENTS LESS THAN 5'.

3. SKATE STOPPERS WILL BE PROVIDED FOR ANY SEAT WALL LESS THAN 36" IN HEIGHT.

4. ALL PLANTING IN THE STORMWATER FLOW-THRU PLANTERS AND BIO-RETENTION AREAS WILL BE SELECTED FROM THE SCVURPPP APPENDIX D - PLANT LIST AND PLANTING GUIDANCE FOR LANDSCAPE-BASED STORMWATER MEASURES.

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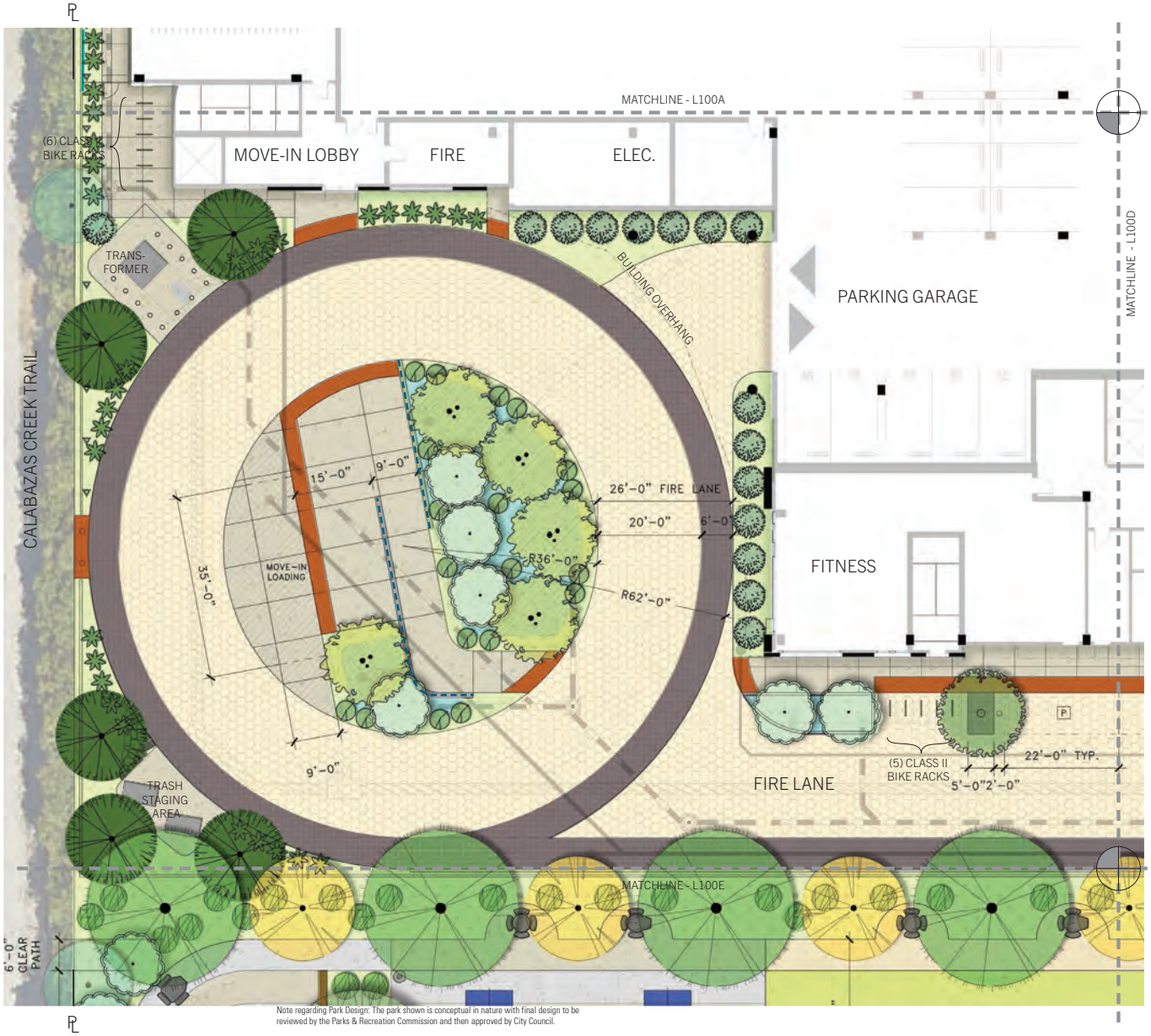
SCALE 1" = 10'

PATRICK HENRY DRIVE
4590 PATRICK HENRY DRIVE, SANTA CLARA, CA 95054

ENLARGED PLAN - GROUND LEVEL

03.05.2024	2020015	BAR architects	gls	L100B



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MATERIAL LEGEND

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- 6' TALL MAN GATES
- BOLLARDS
- PET WASTE STATION

PLANTING LEGEND

REGULAR PLANTING

- STREET TREE 24" BOX
- DECIDUOUS TREE 24" BOX
- ACCENT SMALL TREE 15 GALLON
- EVERGREEN SMALL TREE FOR SCREENING 15 GALLON
- ACCENT SHRUB 5 GALLON
- EXISTING TREE TO REMAIN

BIORETENTION PLANTING

- EVERGREEN TREE 24" BOX
- EVERGREEN SHRUB 15 GALLON
- ACCENT SHRUB 15 GALLON
- CLIMBING VINE 1 GALLON
- EVERGREEN SCREENING TREE 24'' BOX

GENERAL NOTE:

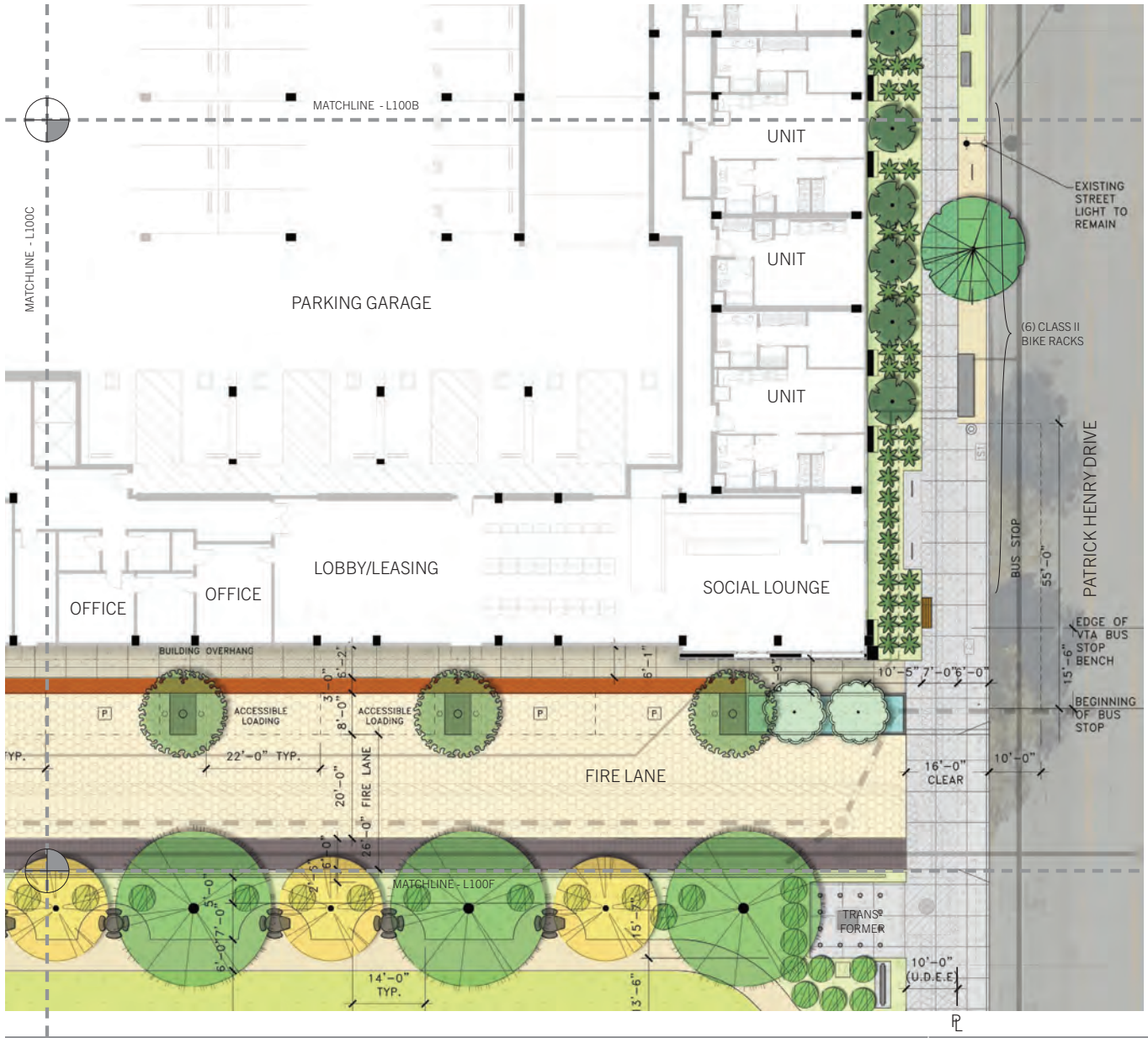
1. ALL VERTICAL SCREENS SHALL HAVE 50% POROSITY FOR SECURITY.
2. ALL PARK BENCHES UNDER 5' IN LENGTH WILL HAVE ARMRESTS ON BOTH SIDES. FOR BENCHES OVER 5', ARMRESTS WILL SUBDIVIDE THE BENCH INTO SEGMENTS LESS THAN 5'.
3. SKATE STOPPERS WILL BE PROVIDED FOR ANY SEAT WALL LESS THAN 36" IN HEIGHT.
4. ALL PLANTING IN THE STORMWATER FLOW-THRU PLANTERS AND BIO-RETENTION AREAS WILL BE SELECTED FROM THE SCVURPPP APPENDIX D - PLANT LIST AND PLANTING GUIDANCE FOR LANDSCAPE-BASED STORMWATER MEASURES.

SCALE 1" = 10'

PATRICK HENRY DRIVE
4590 PATRICK HENRY DRIVE, SANTA CLARA, CA 95054

ENLARGED PLAN - GROUND LEVEL

03.05.2024	2020015	BAR architects	gls	L100C



MATERIAL LEGEND

- CONCRETE UNIT PAVER
- COBBLE STONE
- CITY SIDEWALK CONCRETE PAVING
- CONCRETE PAVING TYPE 2
- PERMEABLE CONCRETE
- WARNING PAVER
- REDBROWN PATHWAY MIX
- REGULAR PLANTING
- BIORETENTION PLANTING
- CLASS II BIKE RACK
- RAISED PLANTER
- 4' TALL WOOD FENCE
- 6' TALL WOOD FENCE
- 8' TALL LASER CUT METAL SCREEN WITH CUSTOM PATTERN
- 6' TALL MAN GATES
- BOLLARDS
- PET WASTE STATION

PLANTING LEGEND

REGULAR PLANTING

- STREET TREE 24" BOX
- STREET TREE 24" BOX
- ACCENT SMALL TREE 15 GALLON
- EVERGREEN SMALL TREE FOR SCREENING 15 GALLON
- ACCENT SHRUB 5 GALLON
- EXISTING TREE TO REMAIN

BIORETENTION PLANTING

- EVERGREEN TREE 24" BOX
- EVERGREEN SHRUB 15 GALLON
- ACCENT SHRUB 15 GALLON
- CLIMBING VINE 1 GALLON
- EVERGREEN SCREENING TREE 24'' BOX

GENERAL NOTE:

1. ALL VERTICAL SCREENS SHALL HAVE 50% POROSITY FOR SECURITY.
2. ALL PARK BENCHES UNDER 5' IN LENGTH WILL HAVE ARMRESTS ON BOTH SIDES. FOR BENCHES OVER 5', ARMRESTS WILL SUBDIVIDE THE BENCH INTO SEGMENTS LESS THAN 5'.
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4. ALL PLANTING IN THE STORMWATER FLOW-THRU PLANTERS AND BIO-RETENTION AREAS WILL BE SELECTED FROM THE SCVURPPP APPENDIX D - PLANT LIST AND PLANTING GUIDANCE FOR LANDSCAPE-BASED STORMWATER MEASURES.

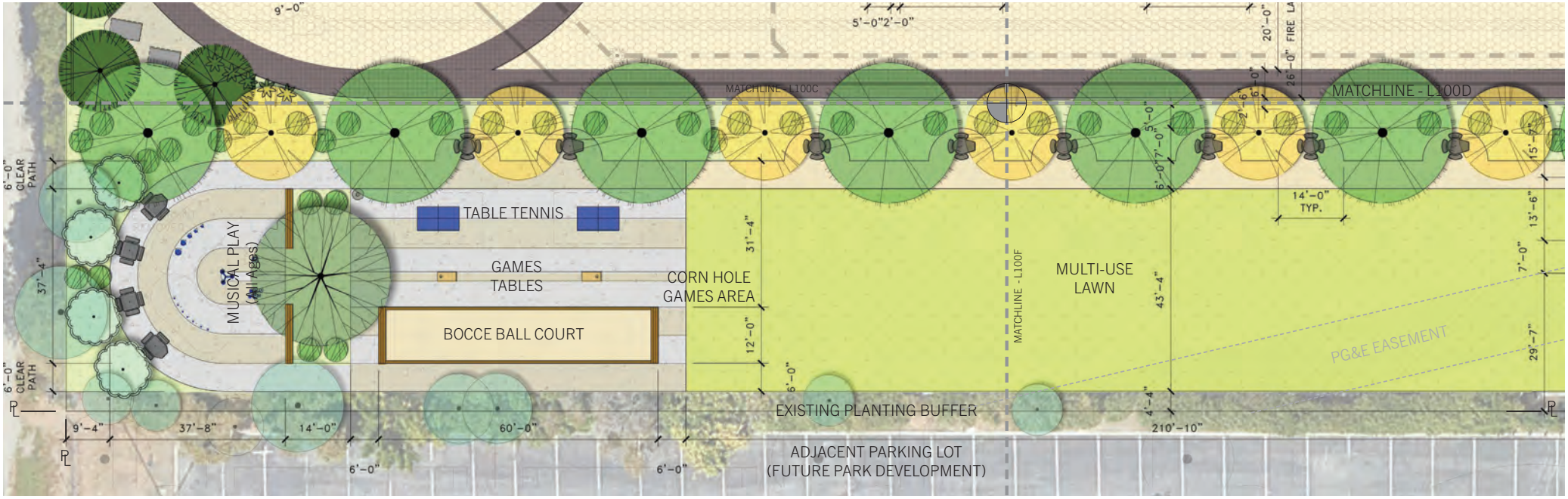
Note regarding Park Design: The park shown is conceptual in nature with final design to be reviewed by the Parks & Recreation Commission and then approved by City Council.

SCALE 1" = 10'

PATRICK HENRY DRIVE
4590 PATRICK HENRY DRIVE, SANTA CLARA, CA 95054

ENLARGED PLAN - GROUND LEVEL

03.05.2024	2020015	BAR architects	gls	L100D



MATERIAL LEGEND

- CONCRETE PAVING TYPE 1
- CONCRETE PAVING TYPE 2
- RED BROWN PATHWAY MIX
- GRASS
- PLANTING
- BUILT-IN BENCH WITH SKATE STOPPERS
- TRASH BIN PER CITY STANDARD
- CORN HOLE GAMES

TABLE TENNIS

PICNIC TABLE PER CITY STANDARD (QCP FOOD COURT ROUND QR42FC & QR42FC3 ADA OPTION)

GAMES TABLE PER CITY STANDARD (QCP FOOD COURT SQUARE QS42FC & QS42FC3 ADA OPTION)

30"H X 96"W X 6"D PARK SIGNAGE PER CITY STANDARD

MUSICAL PLAY EQUIPMENT

BOCCE BALL COURT WITH WOOD CURBS

PARK PROGRAMS

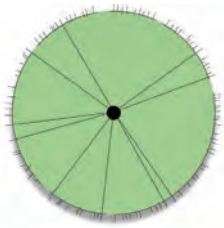
OUTDOOR MUSICAL INSTRUMENTS (ALL AGES)

TABLE TENNIS

BOCCE BALL COURT

PLANTING LEGEND

CASSIA FISTULA
GOLDEN SHOWER
48" BOX


QUERCUS AGRIFOLIA
COAST LIVE OAK
36" BOX

GINKGO BILOBA
GINKGO TREE
24" BOX

AESCULUS CALIFORNICA
CALIFORNIA BUCKEYE
25 GALLON

EXISTING TREE TO REMAIN

OLEA EUROPAEA
15 GALLON

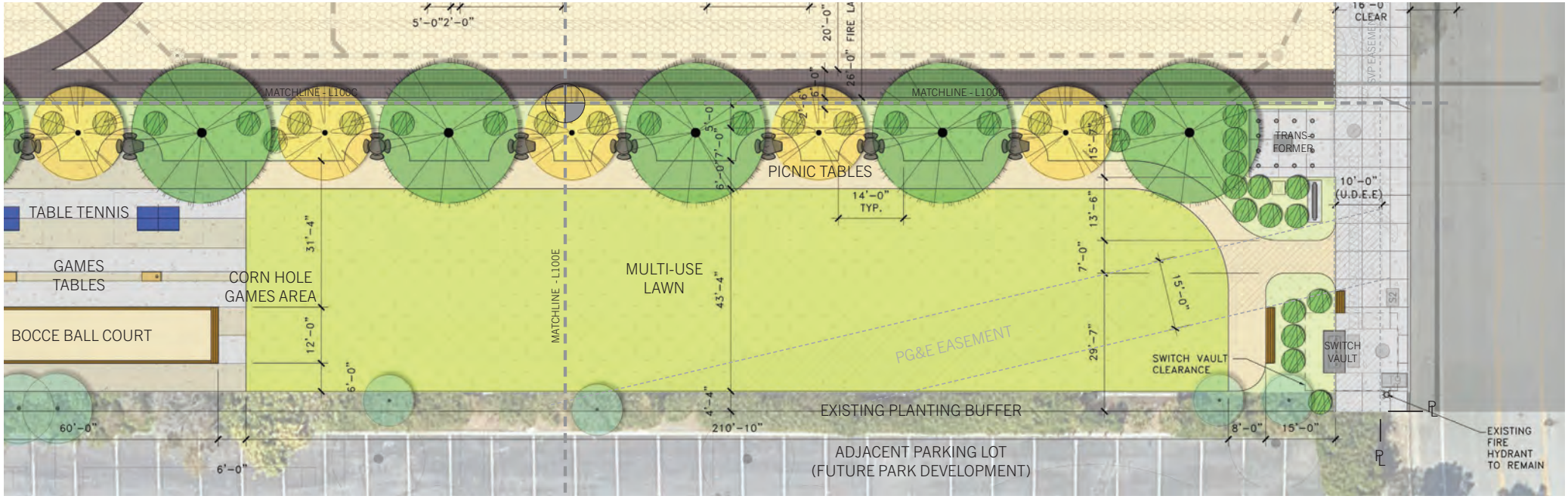
Note regarding Park Design: The park shown is conceptual in nature with final design to be reviewed by the Parks & Recreation Commission and then approved by City Council.

SCALE 1" = 10'

PATRICK HENRY DRIVE
4590 PATRICK HENRY DRIVE, SANTA CLARA, CA 95054

ENLARGED PLAN - PUBLIC PARK

03.05.2024	2020015	BAR architects	gls	L100E



MATERIAL LEGEND

- CONCRETE PAVING TYPE 1
- CONCRETE PAVING TYPE 2
- RED BROWN PATHWAY MIX
- GRASS
- PLANTING
- BUILT-IN BENCH WITH SKATE STOPPERS
- TRASH BIN PER CITY STANDARD
- CORN HOLE GAMES
- TABLE TENNIS
- MUSICAL PLAY EQUIPMENT
- PICNIC TABLE PER CITY STANDARD (QCP FOOD COURT ROUND QR42FC & QR42FC3 ADA OPTION)
- GAMES TABLE PER CITY STANDARD (QCP FOOD COURT SQUARE QS42FC & QS42FC3 ADA OPTION)
- 30"H X 96"W X 6"D PARK SIGNAGE PER CITY STANDARD
- BOCCE BALL COURT WITH WOOD CURBS

PARK PROGRAMS

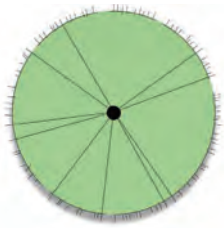
CORN HOLE GAMES

PICNIC TABLES & GAMES TABLES

MULTI-USE LAWN

PLANTING LEGEND

CASSIA FISTULA
GOLDEN SHOWER
48" BOX


QUERCUS AGRIFOLIA
COAST LIVE OAK
36" BOX

GINKGO BILOBA
GINKGO TREE
24" BOX

AESCULUS CALIFORNICA
CALIFORNIA BUCKEYE
25 GALLON

EXISTING TREE
TO REMAIN

OLEA EUROPAEA
15 GALLON

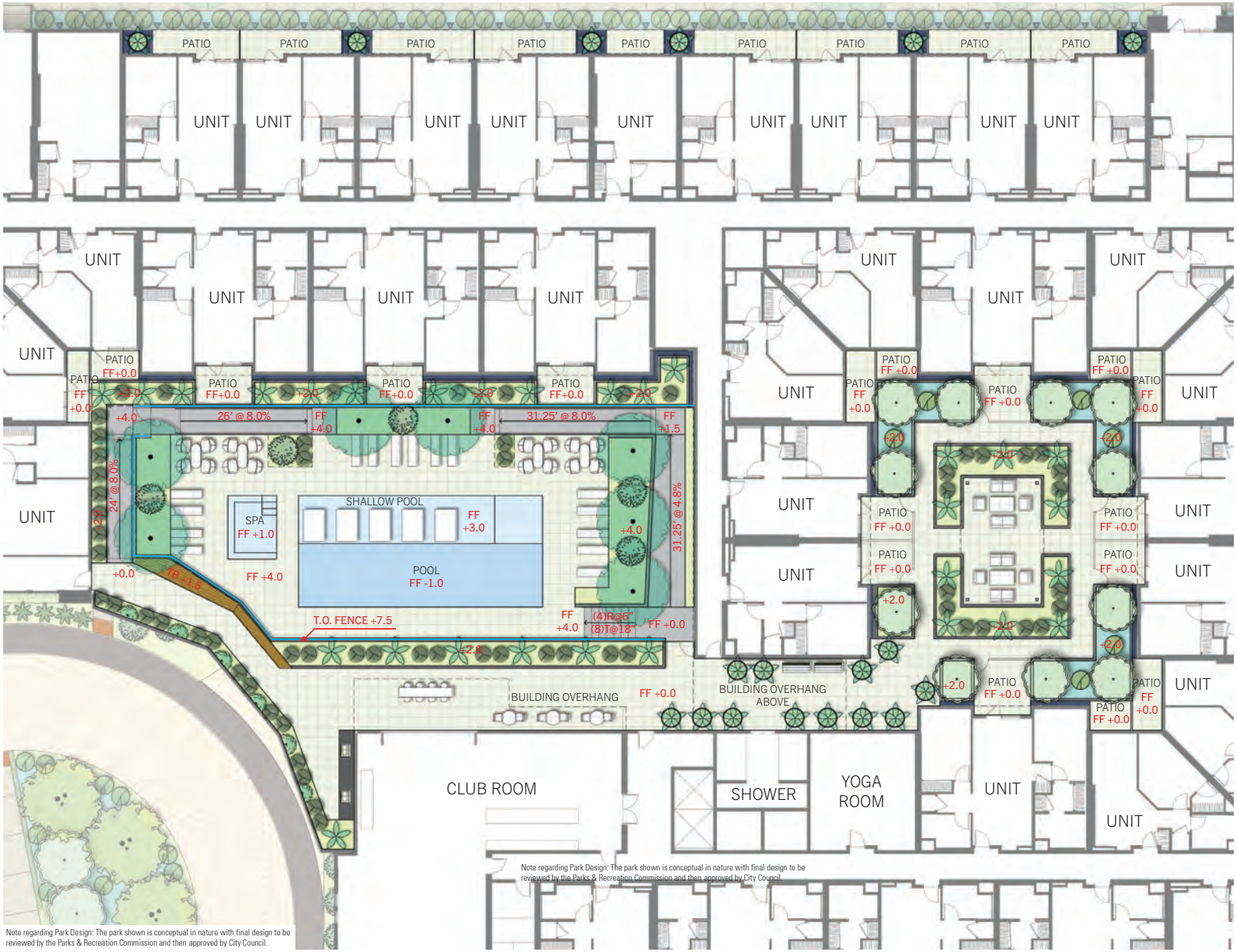
Note regarding Park Design: The park shown is conceptual in nature with final design to be reviewed by the Parks & Recreation Commission and then approved by City Council.

SCALE 1" = 10'

PATRICK HENRY DRIVE
4590 PATRICK HENRY DRIVE, SANTA CLARA, CA 95054

ENLARGED PLAN - PUBLIC PARK

03.05.2024	2020015	BAR architects	gls	L100F



Note regarding Park Design: The park shown is conceptual in nature with final design to be reviewed by the Parks & Recreation Commission and then approved by City Council.

MATERIAL LEGEND

- CONCRETE PEDESTAL PAVER
- CONCRETE PAVING
- GRAVEL
- REGULAR PLANTING
- BIORETENTION PLANTING
- RAISED METAL PLANTERS
- PLANTER POTS
- BUILT-IN SEATING
- STONE COUNTER WITH ELECTRIC BBQ
- POOL FENCE
- TRELLIS STRUCTURE WITH STRING LIGHT
- POOL FURNISHING
- OUTDOOR FURNISHING

PLANTING LEGEND

REGULAR PLANTING

- EVERGREEN TREE 24" BOX
- ACCENT SMALL TREE 15 GALLON
- EVERGREEN SMALL TREE FOR SCREENING 15 GALLON
- ACCENT SHRUB 15 GALLON
- ACCENT SHRUB 5 GALLON
- TRAILING VINE 5 GALLON

BIORETENTION PLANTING

- EVERGREEN TREE 24" BOX
- ACCENT SHRUB 15 GALLON

GRADING LEGEND

FF +0.0	FINISHED FLOOR ELEVATION
+0.0	TOP OF SOIL
10'@4.8%	SLOPE

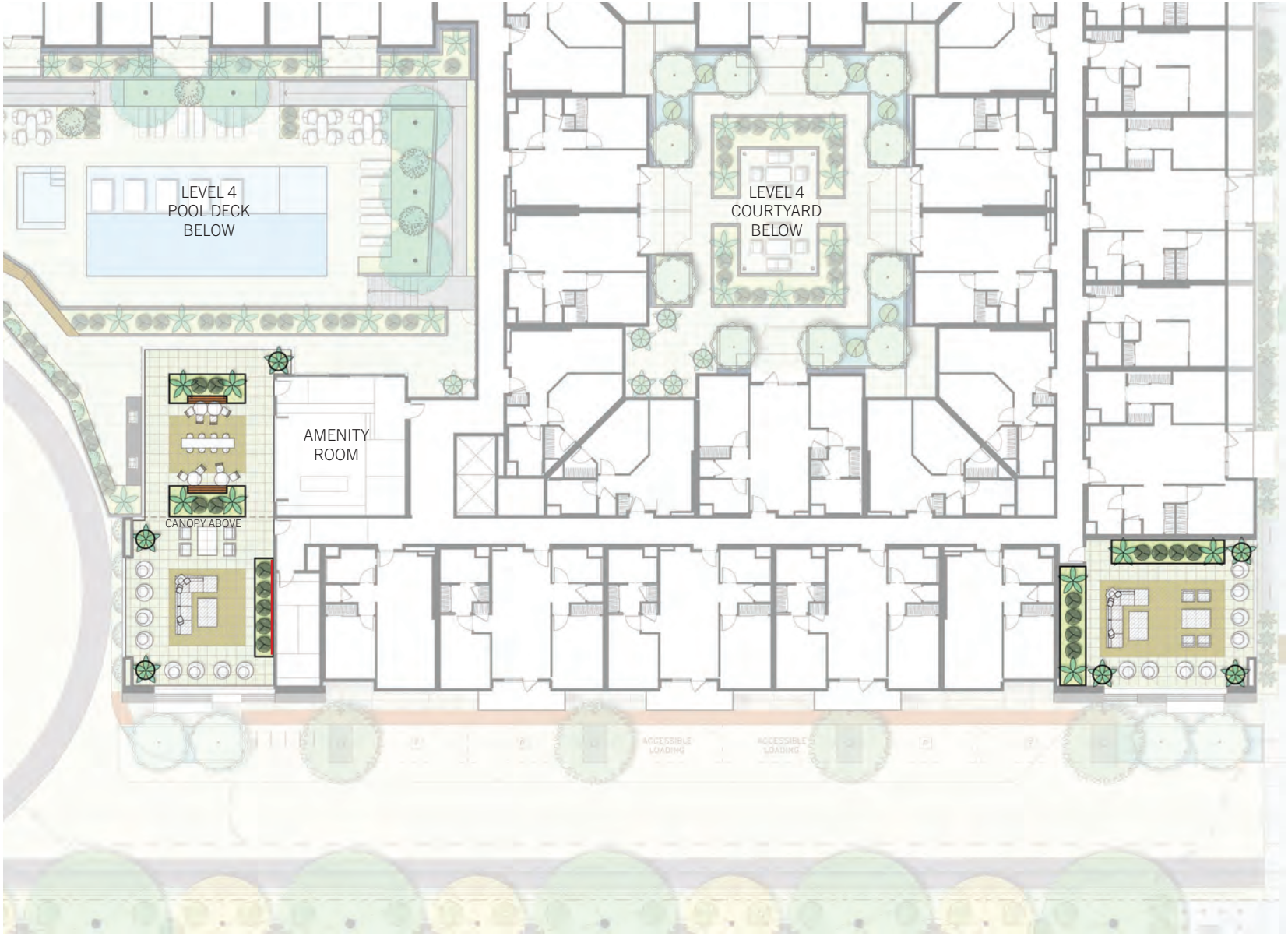
SCALE 1" = 10'

PATRICK HENRY DRIVE

4590 PATRICK HENRY DRIVE, SANTA CLARA, CA 95054

ENLARGED PLAN - LEVEL 4

03.05.2024 | 2020015 | BAR architects | gls | L101A



MATERIAL LEGEND

- CONCRETE PEDESTAL PAVER TYPE 1
- CONCRETE PEDESTAL PAVER TYPE 2
- REGULAR PLANTING
- RAISED METAL PLANTERS
- PLANTER POTS
- BUILT-IN BENCHES
- OUTDOOR MOVIE SCREEN
- OUTDOOR FURNISHING

PLANTING LEGEND

REGULAR PLANTING

- ACCENT SHRUB 15 GALLON
- ACCENT SHRUB 5 GALLON

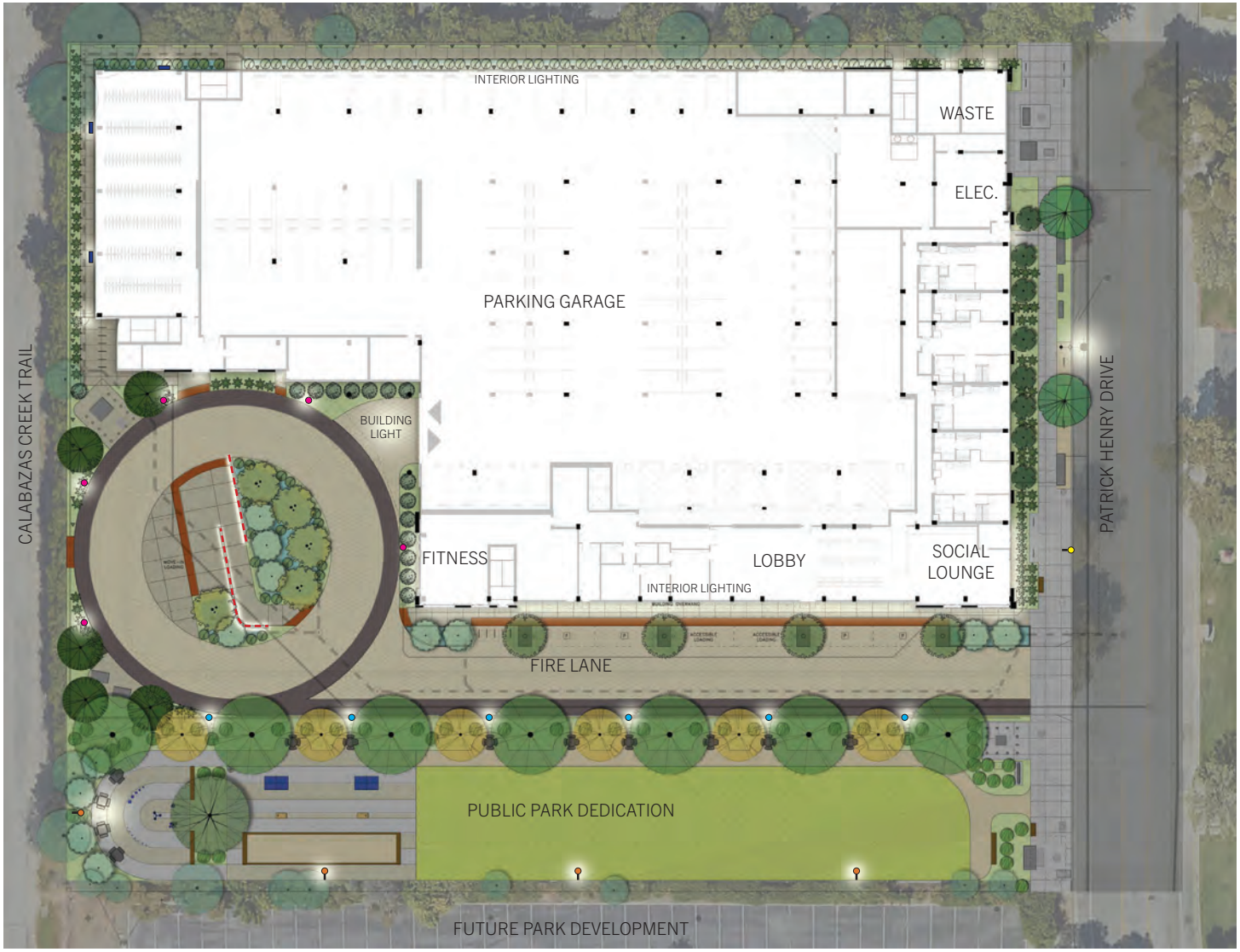
Note regarding Park Design: The park shown is conceptual in nature with final design to be reviewed by the Parks & Recreation Commission and then approved by City Council.

SCALE 1" = 10'

PATRICK HENRY DRIVE
4590 PATRICK HENRY DRIVE, SANTA CLARA, CA 95054

ENLARGED PLAN - LEVEL 8

03.05.2024	2020015	BAR architects	gls	L102A



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LIGHTING LEGEND

SVP STANDARD STREET LIGHT PER PATRICK HENRY DRIVE SPECIFIC PLAN

BUILDING-MOUNTED LIGHT

PEDESTRIAN SCALED AREA LIGHT

BOLLARD LIGHT

FEATURE LIGHT AT METAL SCREENS

POLE LIGHT

LIGHTING NOTES:

1. ALL EXTERIOR DOORS SHOULD BE ADEQUATELY ILLUMINATED AT ALL HOURS WITH THEIR OWN LIGHT SOURCE

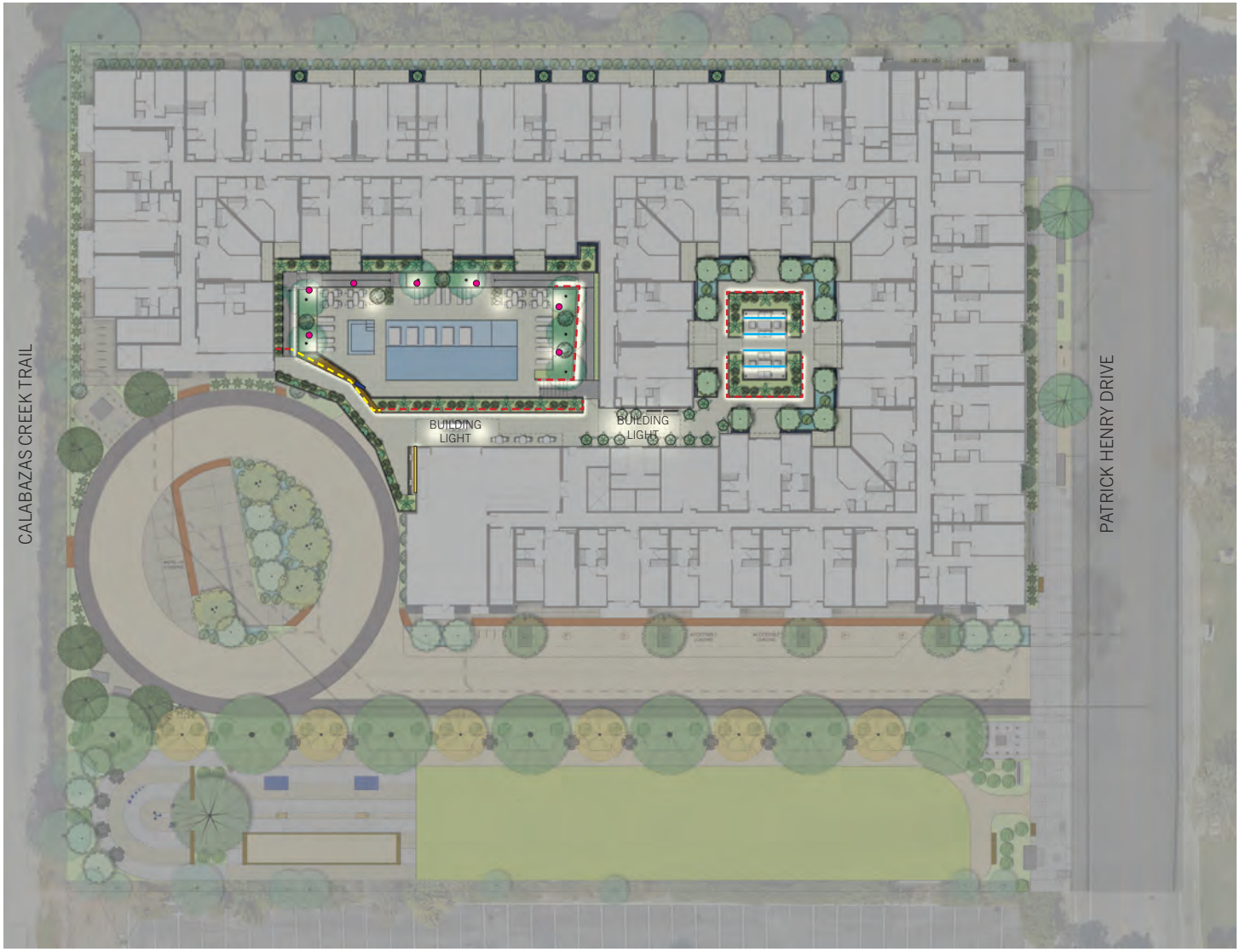
2. LIGHTING FOR THE PROJECT TO BE AT THE IES (ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICA) STANDARDS AND INCLUDE THE FEATURES LISTED BELOW: WHITE LIGHT SOURCE, PEDESTRIAN SCALE, FULL CUT-OFF OR SHOEBOX DESIGN, UNBREAKABLE EXTERIOR, TAMPERPROOF HOUSINGS, WALL-MOUNTED LIGHTS/10' HIGH. THESE FEATURES INCREASE NATURAL SURVEILLANCE, SUPPORT AND/OR ENHANCE SECURITY CAMERA CAPABILITIES, AND INCREASE POLICE PATROL EFFECTIVENESS.

SCALE 1" = 20'

PATRICK HENRY DRIVE
4590 PATRICK HENRY DRIVE, SANTA CLARA, CA 95054

LIGHTING PLAN - GROUND LEVEL

03.05.2024	2020015	BAR architects	gls	L110



LIGHTING LEGEND

LED LIGHT STRIP MOUNTED AT PLANTERS

BOLLARD LIGHT

TASK LIGHT

STRING LIGHT ON TRELLIS STRUCTURE

LIGHTING INCORPORATED UNDER BENCH

SCALE 1" = 20'

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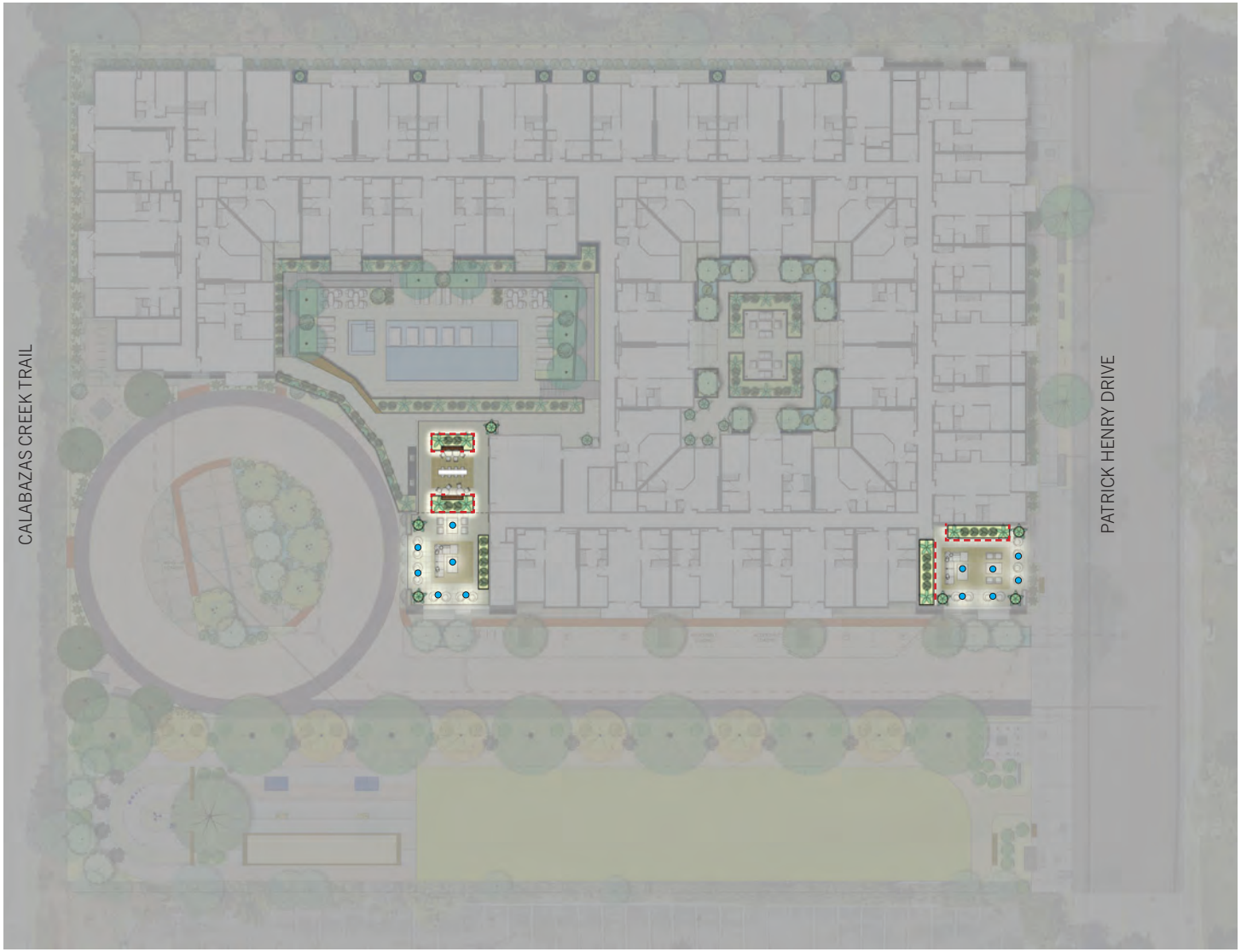
PATRICK HENRY DRIVE
4590 PATRICK HENRY DRIVE, SANTA CLARA, CA 95054

LIGHTING PLAN - LEVEL 4

03.05.2024	2020015	BAR architects	gls	L111



LIGHTING LEGEND

LED LIGHT STRIP MOUNTED AT PLANTERS

TRELLIS LIGHTING

Note regarding Park Design: The park shown is conceptual in nature with final design to be reviewed by the Parks & Recreation Commission and then approved by City Council.

SCALE 1" = 20'

PATRICK HENRY DRIVE
4590 PATRICK HENRY DRIVE, SANTA CLARA, CA 95054

LIGHTING PLAN - LEVEL 4

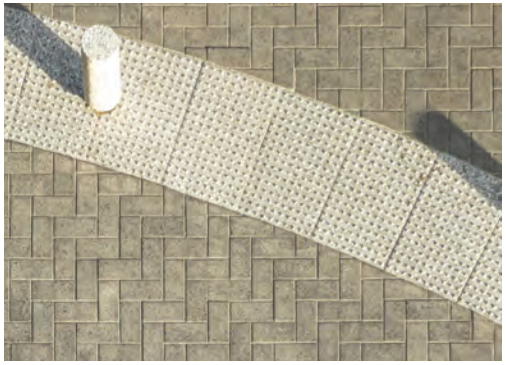
03.05.2024	2020015	BAR architects	gls	L112

PAVING MATERIAL

CONCRETE UNIT PAVER

REDBROWN PATHWAY MIX

COBBLE STONE



WARNING PAVER

CONCRETE PAVING

PEDESTAL PAVER

SITE FURNISHING

Note regarding Park Design: The park shown is conceptual in nature with final design to be reviewed by the Parks & Recreation Commission and then approved by City Council.

STONE BBQ COUNTER

METAL PLANTERS

PLANTER POTS

TRELLIS STRUCTURE

PERFORATED SCREEN & SIGNAGE

WOOD PROPERTY FENCE

PATRICK HENRY DRIVE
4590 PATRICK HENRY DRIVE, SANTA CLARA, CA 95054

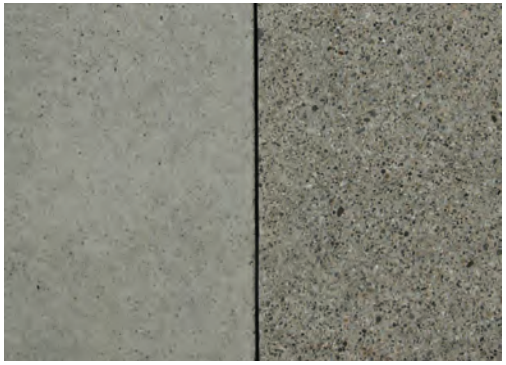
MATERIAL PALETTE

03.05.2024	2020015	BAR architects	gls	L400

PAVING MATERIAL

LAWN

RUBBERIZED SURFACING



CONCRETE PAVING (SANDBLAST FINISH)

REDBROWN PATHWAY MIX
(DECOMPOSED GRANITE)

PLANTING

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QUERCUS AGRIFOLIA (COAST LIVE OAK)

CASSIA FISTULA (GOLDEN SHOWER)

AESCULUS CALIFORNICA
(CALIFORNIA BUCKEYE)

GINKGO BILOBA 'AUTUMN GOLD'
(AUTUMN GOLD MAIDENHAIR TREE)

SITE FURNISHING

BUILT-IN BENCHS WITH SKATE STOPPERS

TRASH CAN (DUMOR 102-32SH PER CITY STANDARD)

TABLE TENNIS TABLES

OUTDOOR PERCUSSION PLAY

PATRICK HENRY DRIVE
4590 PATRICK HENRY DRIVE, SANTA CLARA, CA 95054

PARK MATERIAL & PLANTING PALETTE

03.05.2024	2020015	BAR architects	gls	L401

STREET TREES

LOPHOSTEMON CONFERTUS (BRISBANE BOX)

DECIDUOUS TREES

ACER MACROPHYLLUM (BIG LEAF MAPLE)

GINKGO BILOBA 'AUTUMN GOLD'
(AUTUMN GOLD MAIDENHAIR TREE)

GRASSES & GROUNDCOVERS

LOMANDRA LONGIFOLIA 'BREEZE'
(LOMANDRA)

SALVIA BEE'S BLISS
(BEE'S BLISS SAGE)

EVERGREEN TREES

Note regarding Park Design: The park shown is conceptual in nature with final design to be reviewed by the Parks & Recreation Commission and then approved by City Council.

GREVILLEA ROBUSTA (SILK OAK)

LEPTOSPERMUM LAEVIGATUM
(AUSTRALIAN TEA TREE)

SHRUBS/SCREENING

DODONAEA VISCOSA PURPUREA
(PURPLE HOPSEED BUSH)

CEANOTHUS 'RAY HARTMAN' (RAY HARTMAN WILD LILAC)

VINES

SATUREJA DOUGLASII
(YERBA BUENA)

TRACHELOSPERMUM JASMINOIDES
(STAR JASMINE)

PATRICK HENRY DRIVE
4590 PATRICK HENRY DRIVE, SANTA CLARA, CA 95054

PLANTING PALETTE

03.05.2024	2020015	BAR architects	gls	L500

BIORETENTION TREES

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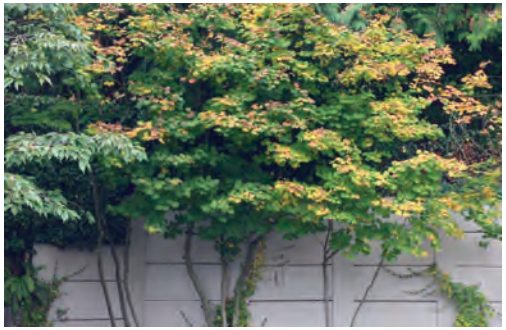
(Plant selection based on SCVURPPP C3 Stormwater Handbook Appendix D)

TRISTANIA LAURINA 'ELEGANT' (ELEGANT WATER GUM)

PRUNUS ILICIFOLIA
(HOLLYLEAF CHERRY)

GINKGO BILOBA 'AUTUMN GOLD'
(AUTUMN GOLD MAIDENHAIR TREE)



ACER CIRCINATUM
(VINE MAPLE)

BIORETENTION SHRUBS

HETEROMELES ARBUTIFOLIA (TOYON)

RIBES SANGUINEUM VAR. GLUTINOSUM
(PINK FLOWERING CURRANT)

GARRYA ELLIPTICA 'JAMES ROOF'
(JAMES ROOF SILK TASSEL)

RHAMNUS CALIFORNICA
(COFFEEBERRY)

BIORETENTION GRASSES & GROUNDCOVERS

FRAGARIA CHILOENSIS
(BEACH STRAWBERRY)

IRIS DOUGLASIANA
(DOUGLAS IRIS)

MUHLENBERGIA RIGENS
(DEER GRASS)

CHONDROPETALUM ELEPHANTINUM
(LARGE CAPE GRASS)

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PLANTING PALETTE

03.05.2024	2020015	BAR architects	gls	L501

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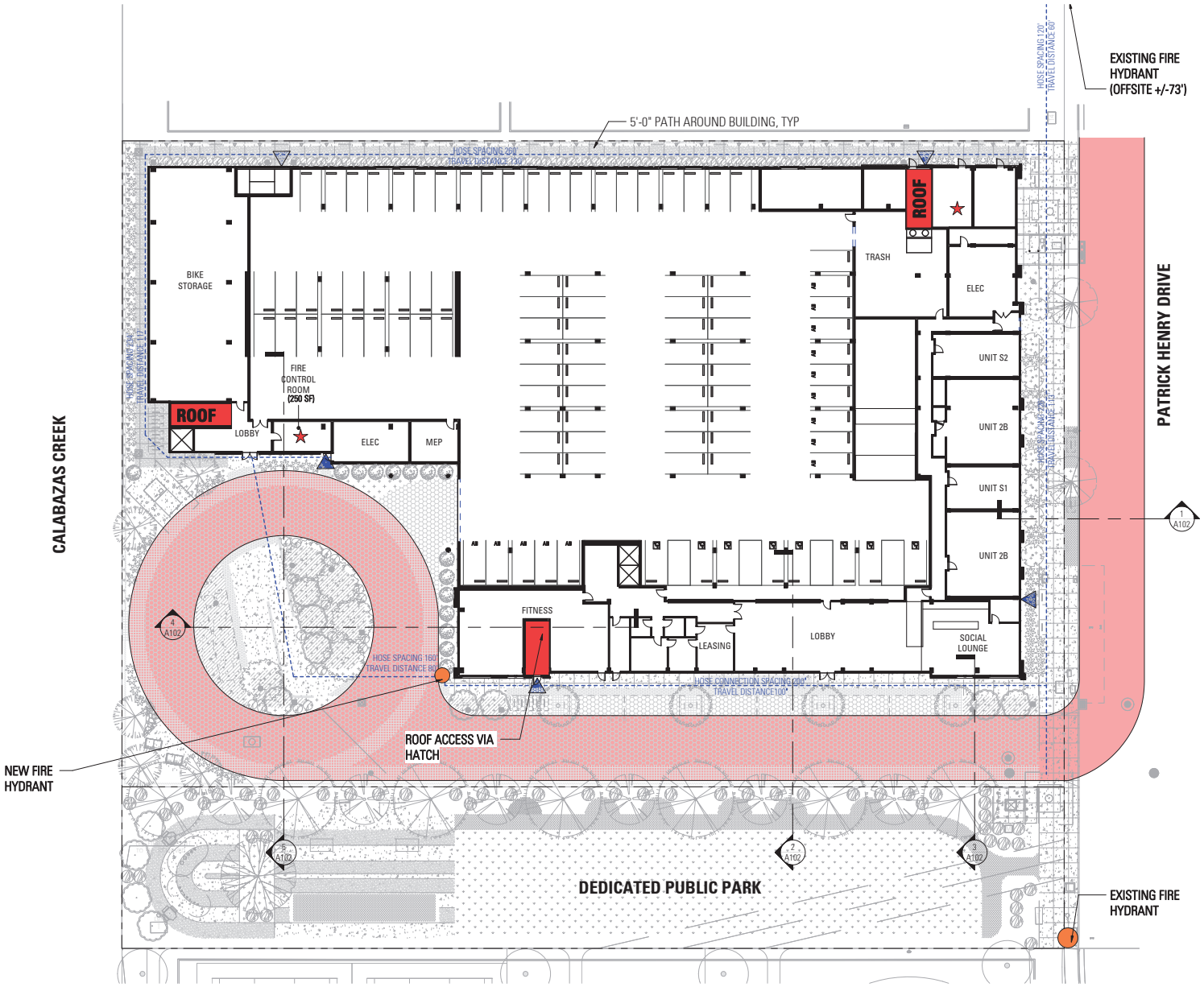

PROJECT SUMMARY

GROSS SITE AREA NET SITE AREA (WITHOUT PARK)	2.7947 AC 2.2397 AC
TOTAL DWELLING UNITS	284 DU
TOTAL DENSITY	127 DU/AC
PROPOSED USE	MULTI FAMILY RESIDENTIAL
CONSTRUCTION TYPES	TYPE IIIA (5 STORIES) OVER TYPE 1A PODIUM (3 STORIES)
BUILDING HEIGHT	8 STORIES; 84'-0" TOP OF ROOF SURFACE
FIRE SPRINKLERS	NFPA 13 FULLY AUTOMATIC SPRINKLER

LEGEND

- AERIAL APPARATUS ACCESS ROAD, 26' MIN CLEAR WIDTH
- ROOF — 2 HR FIRE RESISTIVE STAIR; ROOF ACCESS AT NE 7 SW
- FIRE COMMAND ROOM & FIRE PUMP ROOM
- FIRE HYDRANT
- STANDPIPES (WET STANDPIPES AT STAIRS) (DISTANCE BETWEEN STANDPIPES BETWEEN 100' TO 130' MAX)
- HOSE PULL (DISTANCE AS NOTED)

N

PATRICK HENRY DRIVE

4590 PATRICK HENRY DRIVE, SANTA CLARA, CA 95054

FIRE ACCESS PLAN - GROUND FLOOR

03.05.24 | 2020015 | BAR architects | 0 10 20 40 | A101

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3/11/2024 4:33:14 PM

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PROJECT SUMMARY

GROSS SITE AREA NET SITE AREA (WITHOUT PARK)	2.7947 AC 2.2397 AC
TOTAL DWELLING UNITS	284 DU
TOTAL DENSITY	127 DU/AC
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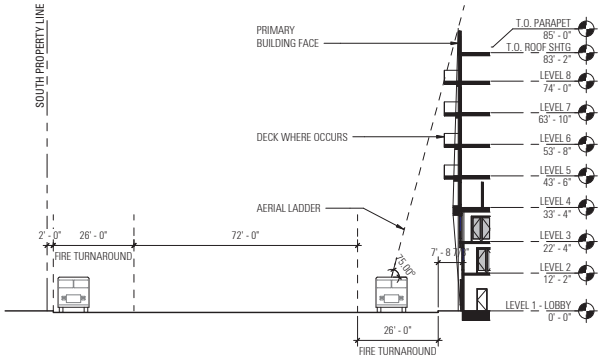
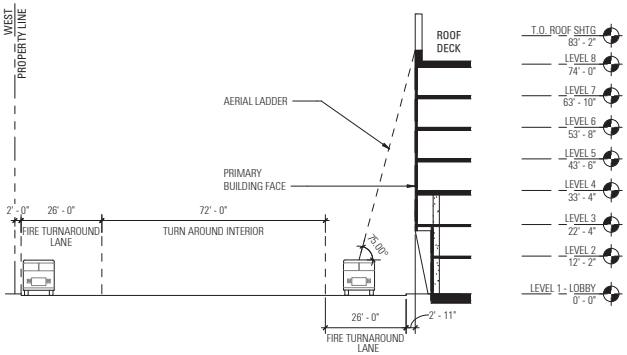
CONSTRUCTION TYPES	TYPE IIIA (5 STORIES) OVER TYPE 1A PODIUM (3 STORIES)
BUILDING HEIGHT	8 STORIES; 84'-0" TOP OF ROOF SURFACE
FIRE SPRINKLERS	NFPA 13 FULLY AUTOMATIC SPRINKLER

LEGEND

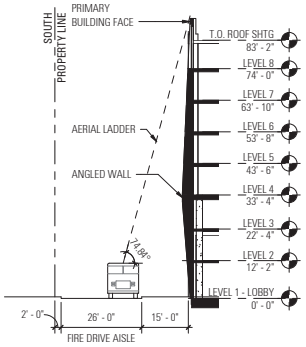
- AERIAL APPARATUS ACCESS ROAD, 26' MIN CLEAR WIDTH
- ROOF — 2 HR FIRE RESISTIVE STAIR; ROOF ACCESS AT NE 7 SW
- FIRE COMMAND ROOM & FIRE PUMP ROOM
- FIRE HYDRANT
- STANDPIPES (WET STANDPIPES AT STAIRS) (DISTANCE BETWEEN STANDPIPES BETWEEN 100' TO 130' MAX)
- HOSE PULL (DISTANCE AS NOTED)



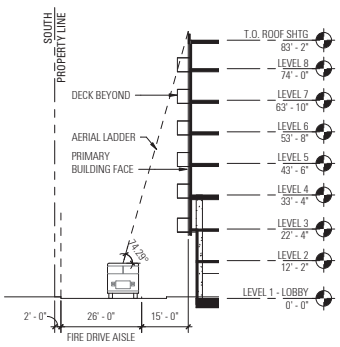
5 A102 **N/S SECTION AT FIRE TURNAROUND**
1" = 20'-0"



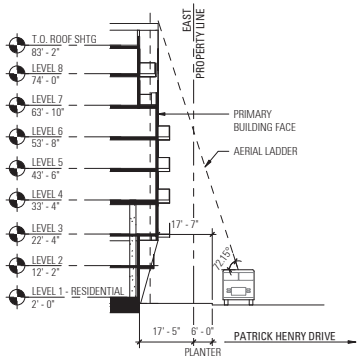
4 A102 **E/W SECTION AT FIRE TURNAROUND**
1" = 20'-0"



3 A102 **N/S SECTION AT FIRE ACCESS ROAD1**
1" = 20'-0"



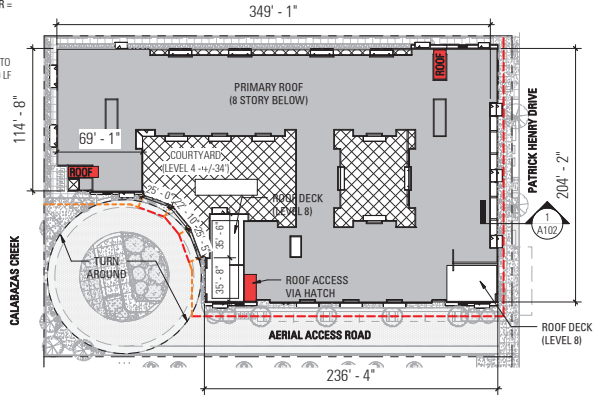
2 A102 **N/S SECTION AT FIRE ACCESS ROAD**
1" = 20'-0"



1 A102 **E/W SECTION AT PATRICK HENRY DRIVE**
1" = 20'-0"

APPROXIMATE ACCESS TO ROOF BY BUILDING PERIMIETER = 617 / 1080 = 57%

- AERIAL ACCESS PARKED TIGHT TO CURB 513 /1080 LF
- AERIAL ACCESS PARKED IN FIRE TURN AROUND 104 /1080 LF



FIRE KEY PLAN
1" = 50'-0"

N

C:\0REVIT\4580 Patrick Henry Drive-A_ericjilo23PM.rvt

3/11/2024 4:33:15 PM

PATRICK HENRY DRIVE

4590 PATRICK HENRY DRIVE, SANTA CLARA, CA 95054

FIRE ACCESS SECTIONS

03.05.24	2020015	BAR architects	A102

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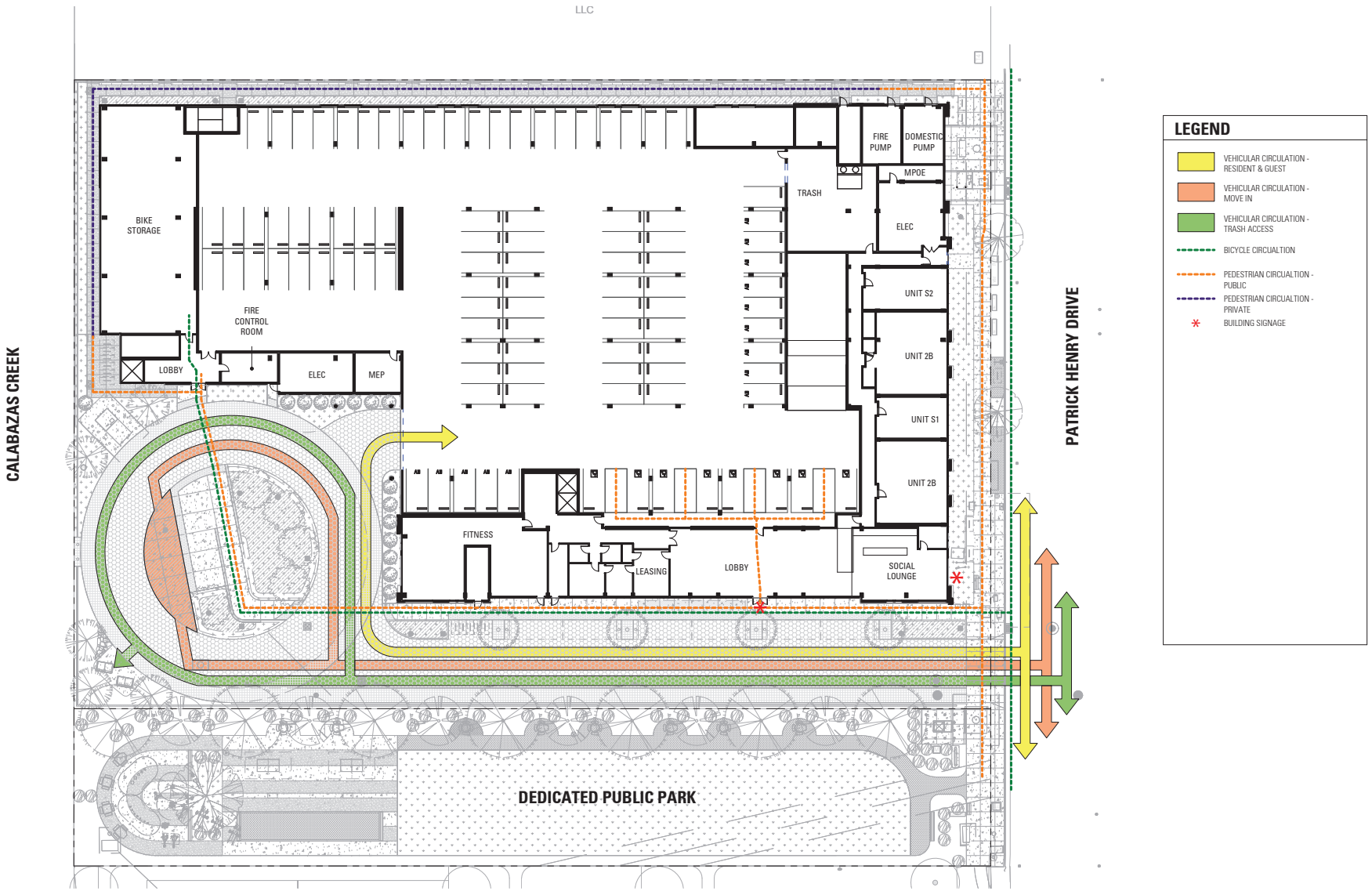

PATRICK HENRY DRIVE

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CIRCULATION PLAN

03.05.24	2020015	BAR architects		A103

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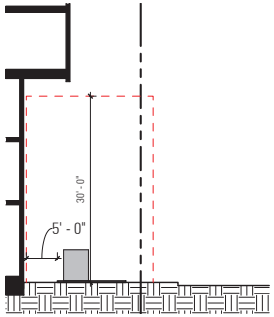
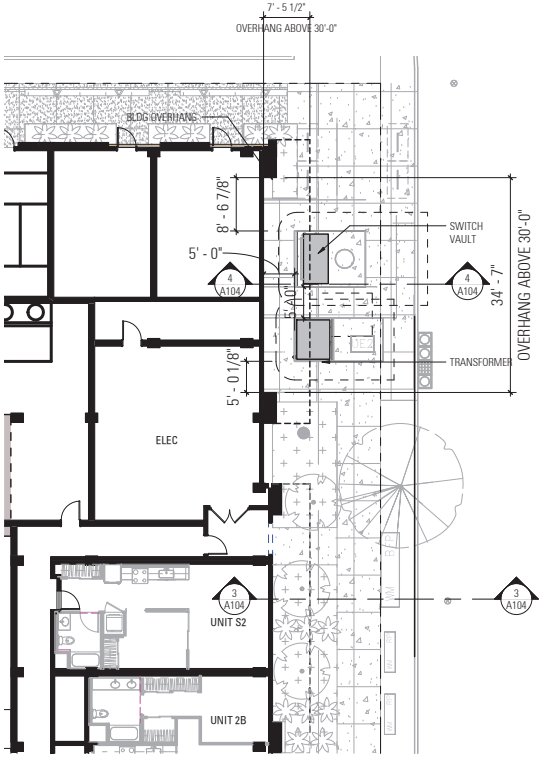
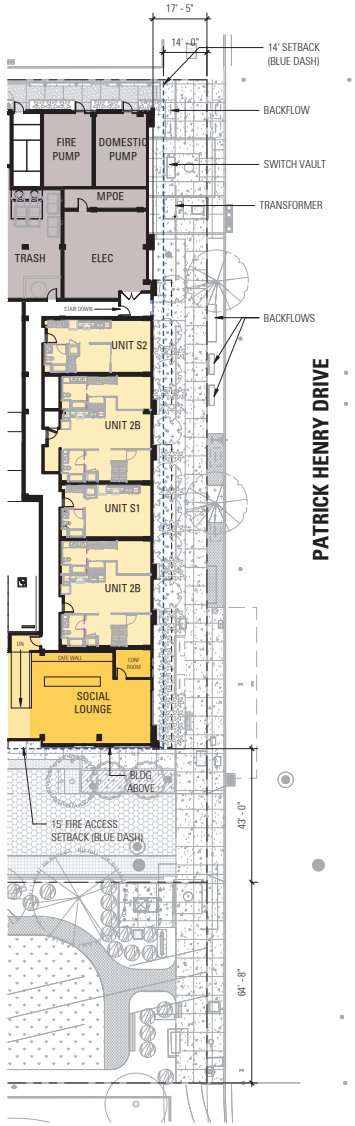


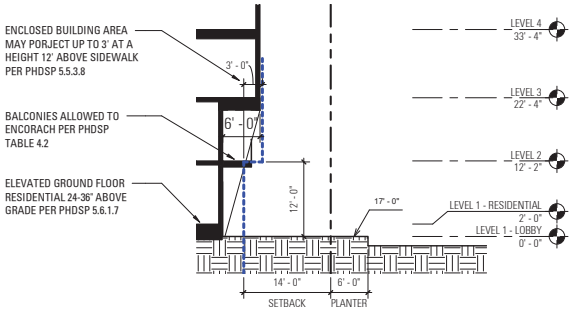
4 A104 **SECTION AT SWITCH TYP**
1" = 10'-0"



2 A104 **ENLARGED UTILITY ZONE**
1" = 10'-0"



1 A104 **FRONTAGE ALONG PATRICK HENRY DRIVE**
1" = 20'-0"



3 A104 **TYPICAL PHD STREET SECTION**
1" = 10'-0"

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PHD FRONTAGE

03.05.24	2020015	BAR architects	A104

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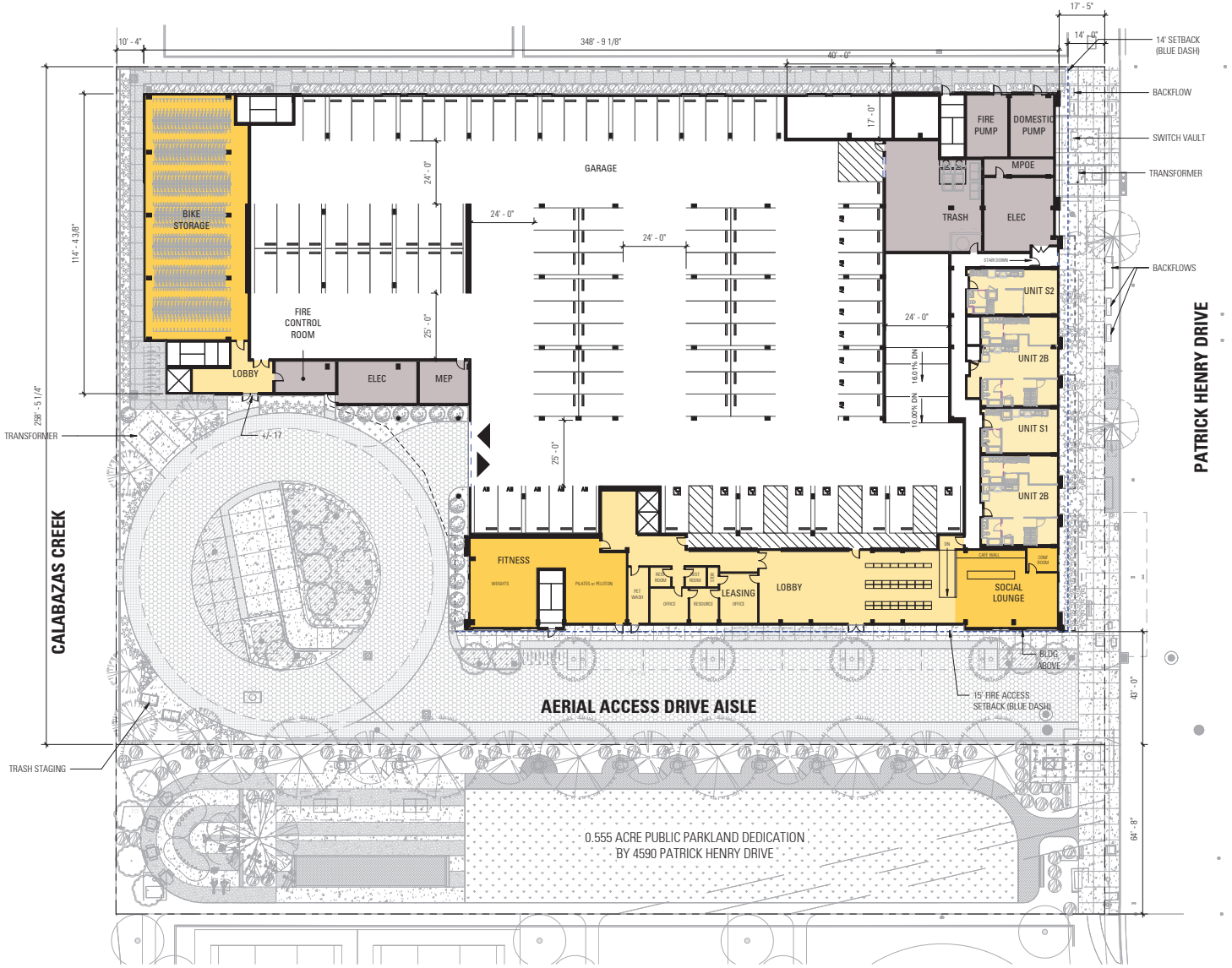

PATRICK HENRY DRIVE

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GROUND FLOOR

03.05.24	2020015	BAR architects	0 10 20 40	A201

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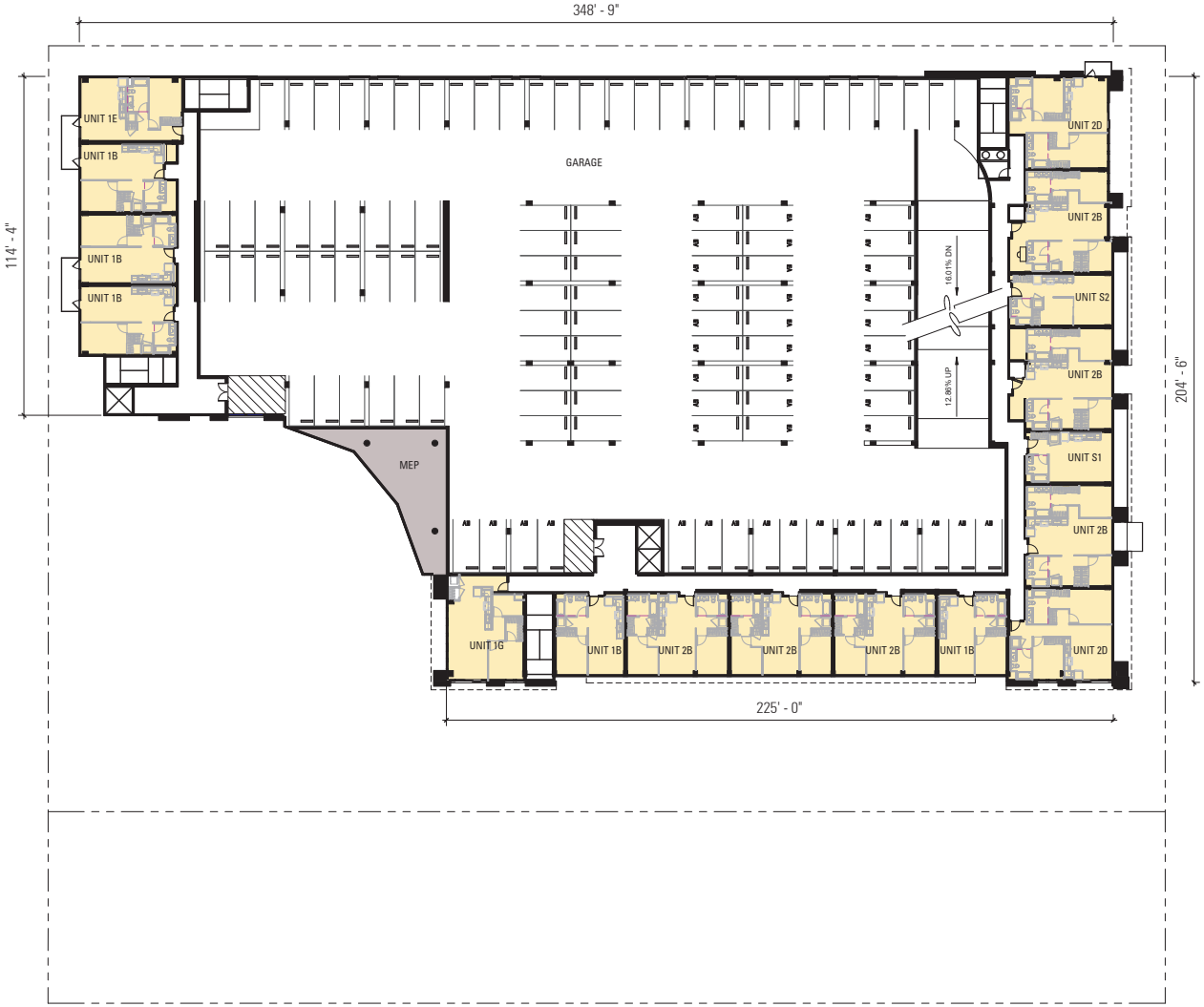

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LEVEL 2

03.05.24	2020015	BAR architects	0 10 20 40	A202

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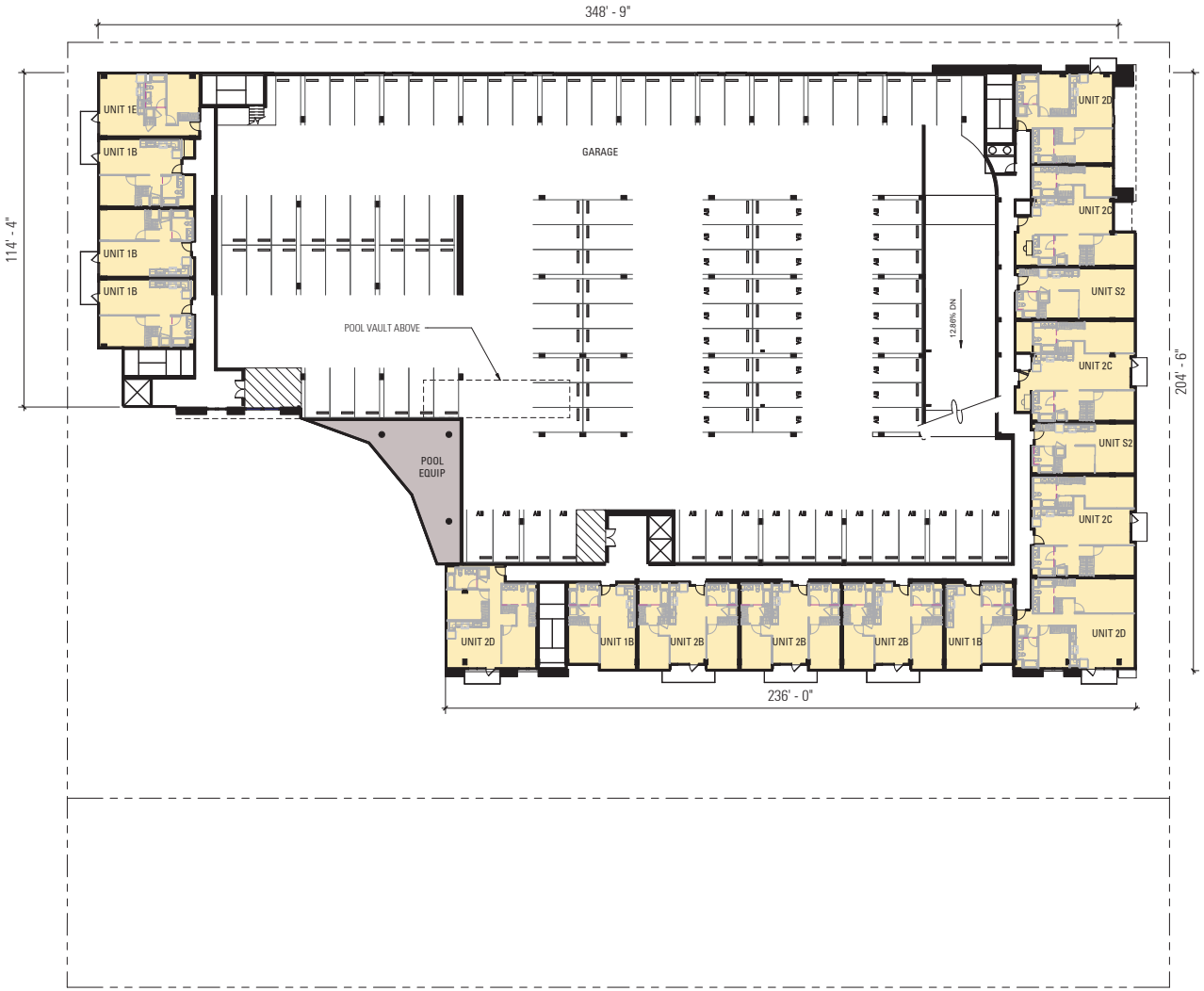

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LEVEL 3

03.05.24	2020015	BAR architects	0 10 20 40	A203

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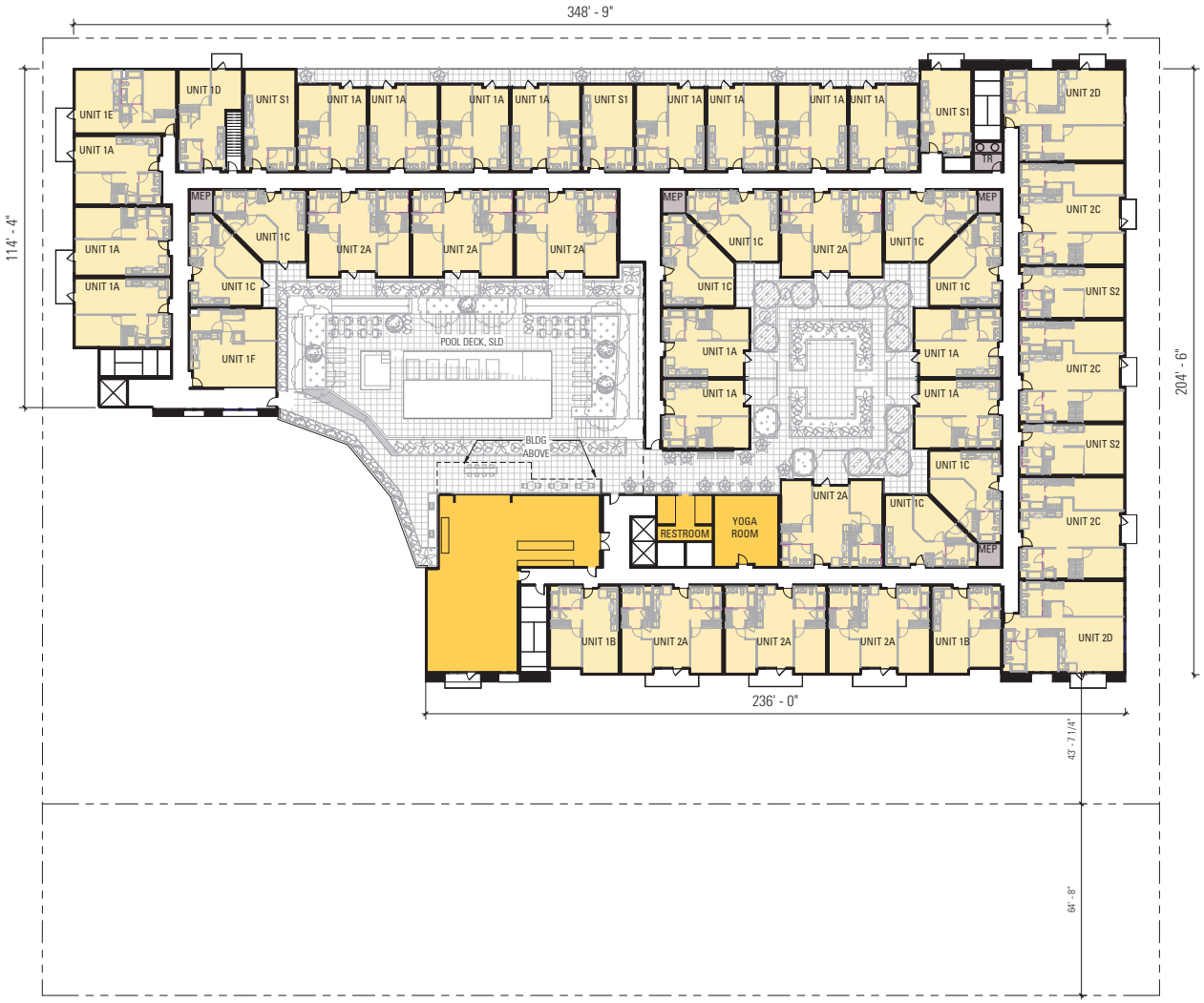

PATRICK HENRY DRIVE

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LEVEL 4 - COURTYARD

03.05.24	2020015	BAR architects	0 10 20 40	A204

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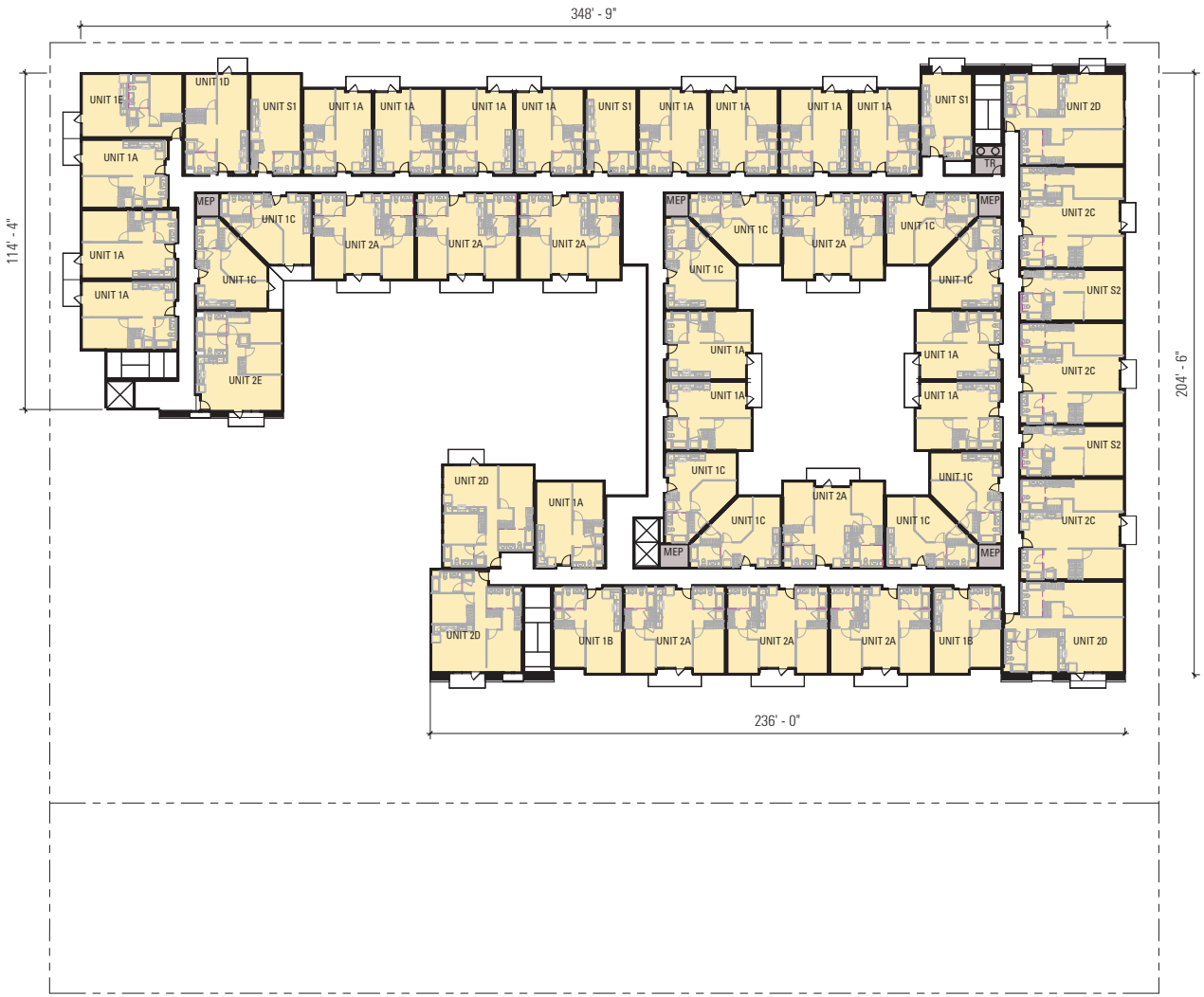

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LEVEL 5

03.05.24	2020015	BAR architects	0 10 20 40	A205

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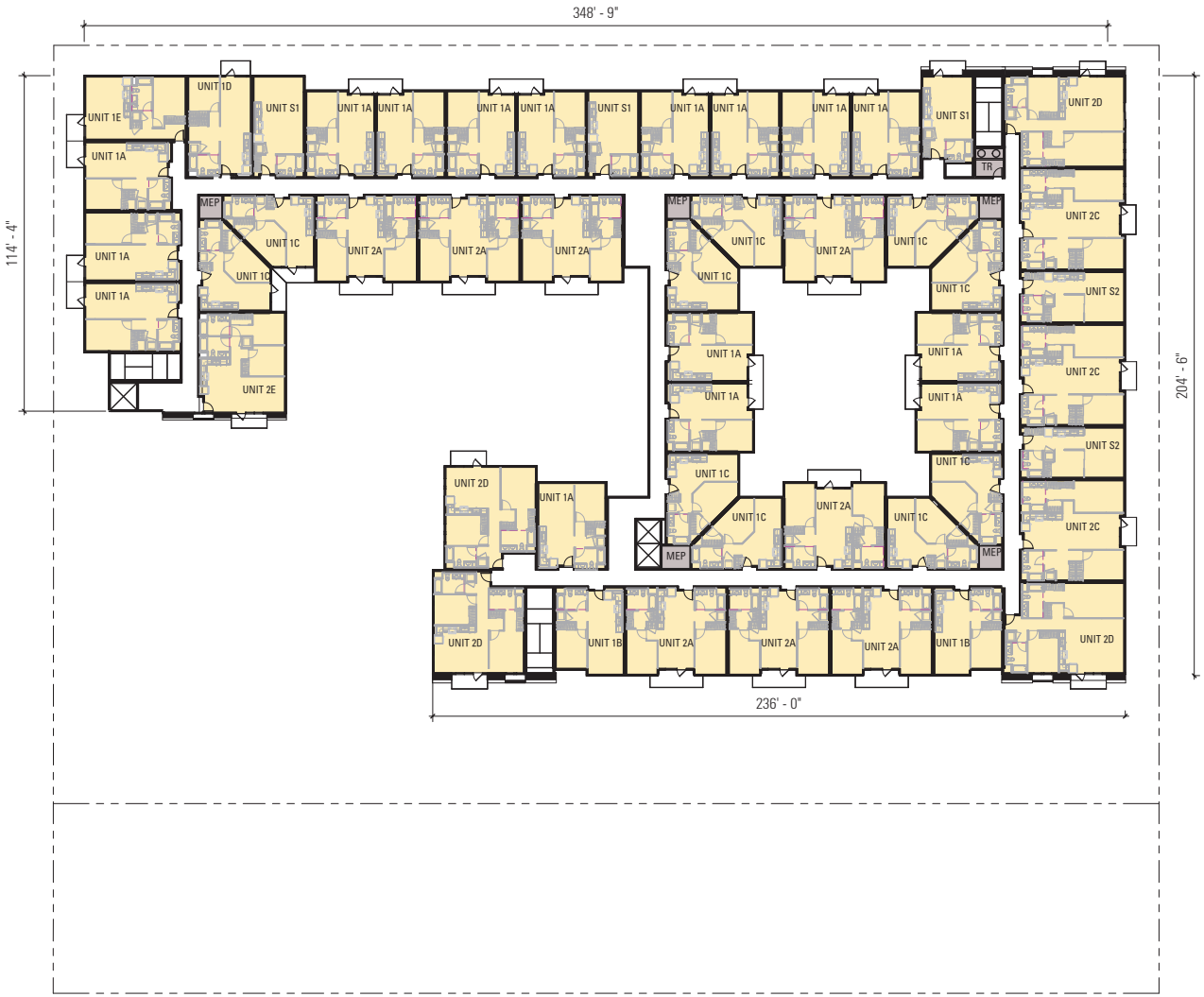

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LEVEL 6

03.05.24	2020015	BAR architects	0 10 20 40	A206

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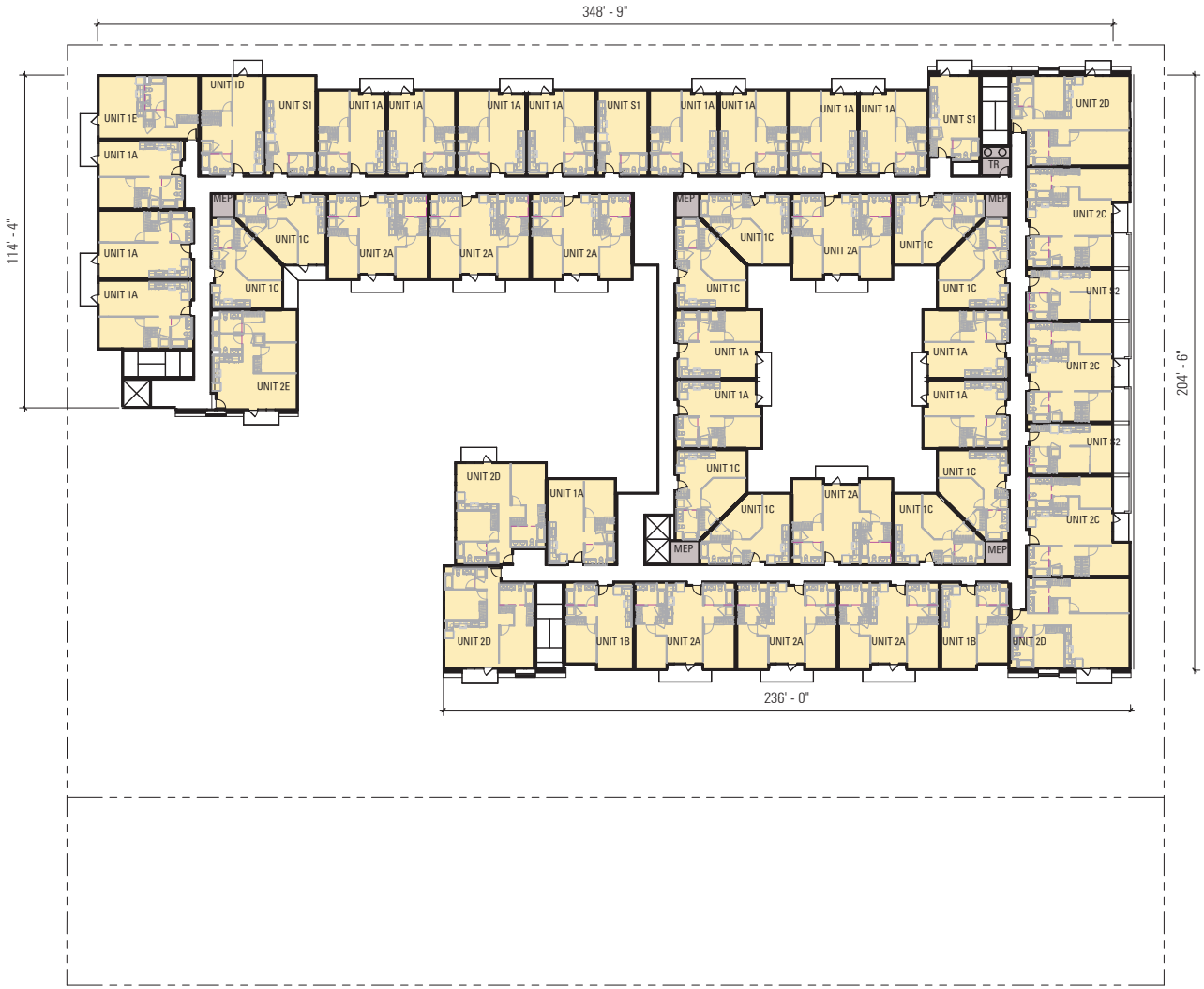

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LEVEL 7

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LEVEL 8 - ROOF DECK

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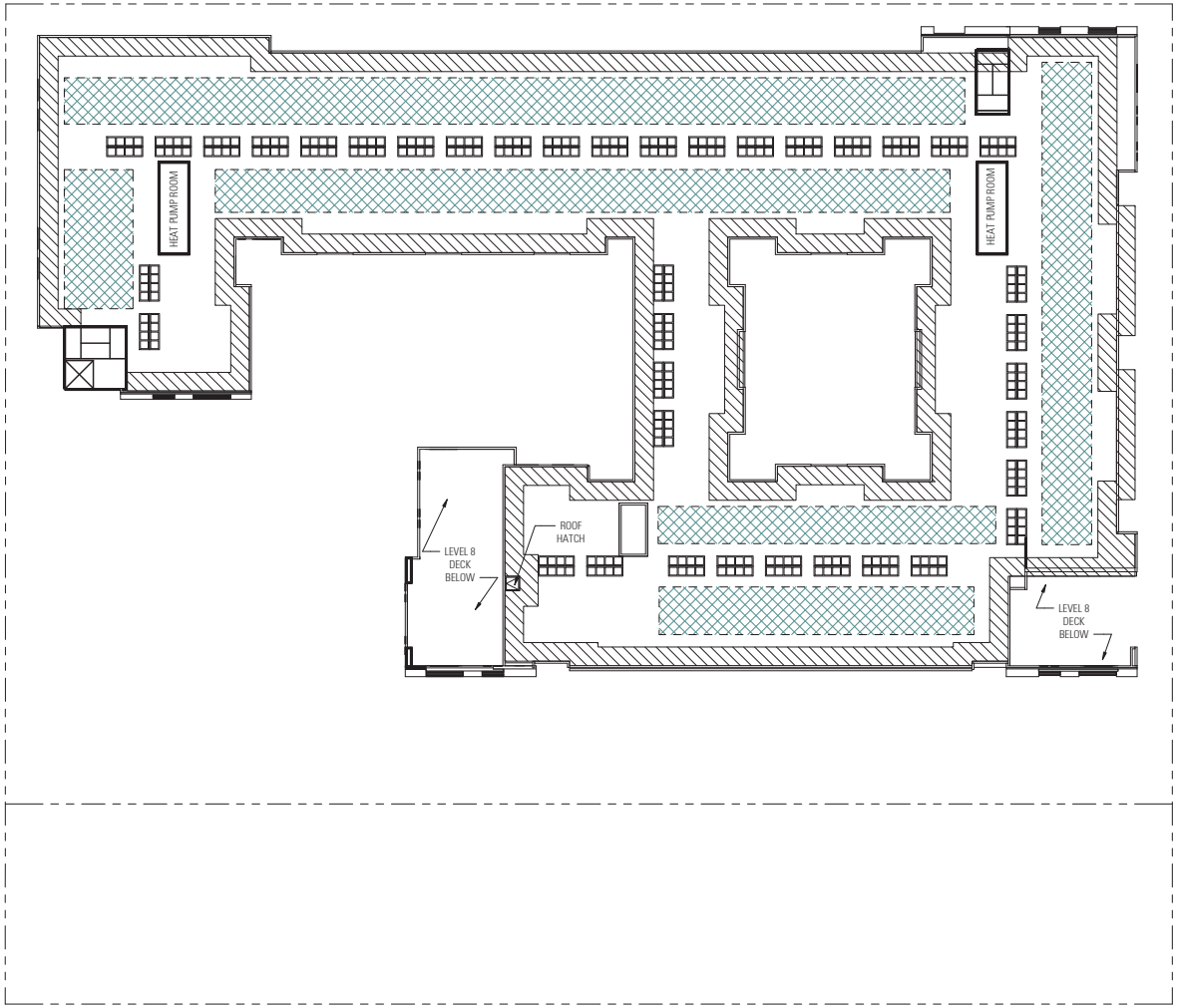

LEGEND

- SINGLE MEMBRANE ROOFING
- FIRE ACCESS WALKWAY
- SOLAR READY ZONE
- ROOF ACCESS HATCH

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PATRICK HENRY DRIVE

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ROOF PLAN

03.05.24	2020015	BAR architects	0 10 20 40	A209

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PATRICK HENRY DRIVE
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3D VIEW - SOUTH EAST

03.05.24	2020015	BAR architects		A301

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3/11/2024 4:34:14 PM

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3D VIEW - SOUTH WEST

03.05.24	2020015	BAR architects		A302

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PATRICK HENRY DRIVE (EAST) ELEVATION

1" = 20'-0"

PARK (SOUTH) ELEVATION

1" = 20'-0"

SHEET NOTES

WAIVER REQUESTED TO ELIMINATE THE FOLLOWING PRECISE PLAN REQUIREMENTS:

Standard 5.3.3.5 - No building setback is required for residential-only buildings where the width of the existing utility easement is 10 feet or more between the right-of-way and building edge.

Guideline 5.5.2.5 - For buildings with ground-floor residential uses, locate kitchens and living rooms— rather than bedrooms and other more private areas—to face streets to maximize privacy and security.
APPROVED BY CITY IN LETTER DATED 10/06/2023

Standard 5.6.1.2 - Limit the uninterrupted length for the building or complex to no more than 330 feet. For any building over 330 feet in length, break up the massing with a ground floor insert or notch at least 40 feet wide and 15 feet deep except for the edges fronting Mission College Boulevard.
APPROVED BY CITY IN LETTER DATED 10/06/2023

Standard 5.6.1.9 – Buildings that border Calabazas Creek, starting at 70 feet shall be articulated with a 5-foot average step back from the street wall, including building recesses and protrusions, for a minimum of 50% of each creek frontage, provided it meets the 1:1 daylight plane shown in the General Plan. Balconies and other architectural elements such as louvers are permitted in the recesses
APPROVED BY CITY IN LETTER DATED 10/06/2023

FINISH SCHEDULE

A. ADHERED TILE VENEER
B. PLASTER (OFF WHITE)
C. PLASTER (BROWN)
D. PLASTER (TAN)
E. VINYL WINDOW (TYPICAL AT RESIDENTIAL)
F. ALUMINUM STOREFRONT SYSTEM (DARK BRONZE)
G. HORIZONTAL METAL RAILING
H. PERFORATED PANEL RAILING
I. GLASS RAILING

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3/11/2024 3:41:18 PM

PATRICK HENRY DRIVE

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EXTERIOR ELEVATIONS

03.05.24	2020015	BAR architects	0 10 20 40	A303

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CREEK (WEST) ELEVATION

1" = 20'-0"

NORTH ELEVATION

1" = 20'-0"

SHEET NOTES

WAIVER REQUESTED TO ELIMINATE THE FOLLOWING PRECISE PLAN REQUIREMENTS:

Standard 5.3.3.5 - No building setback is required for residential-only buildings where the width of the existing utility easement is 10 feet or more between the right-of-way and building edge.

Guideline 5.5.2.5 - For buildings with ground-floor residential uses, locate kitchens and living rooms— rather than bedrooms and other more private areas—to face streets to maximize privacy and security.
APPROVED BY CITY IN LETTER DATED 10/06/2023

Standard 5.6.1.2 - Limit the uninterrupted length for the building or complex to no more than 330 feet. For any building over 330 feet in length, break up the massing with a ground floor insert or notch at least 40 feet wide and 15 feet deep except for the edges fronting Mission College Boulevard.
APPROVED BY CITY IN LETTER DATED 10/06/2023

Standard 5.6.1.9 – Buildings that border Calabazas Creek, starting at 70 feet shall be articulated with a 5-foot average step back from the street wall, including building recesses and protrusions, for a minimum of 50% of each creek frontage, provided it meets the 1:1 daylight plane shown in the General Plan. Balconies and other architectural elements such as louvers are permitted in the recesses
APPROVED BY CITY IN LETTER DATED 10/06/2023

FINISH SCHEDULE

A. ADHERED TILE VENEER
B. PLASTER (OFF WHITE)
C. PLASTER (BROWN)
D. PLASTER (TAN)
E. VINYL WINDOW (TYPICAL AT RESIDENTIAL)
F. ALUMINUM STOREFRONT SYSTEM (DARK BRONZE)
G. HORIZONTAL METAL RAILING
H. PERFORATED PANEL RAILING
I. GLASS RAILING

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3/11/2024 3:41:19 PM

PATRICK HENRY DRIVE

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EXTERIOR ELEVATIONS

03.05.24 | 2020015 | BAR architects | 0 10 20 40 | A304

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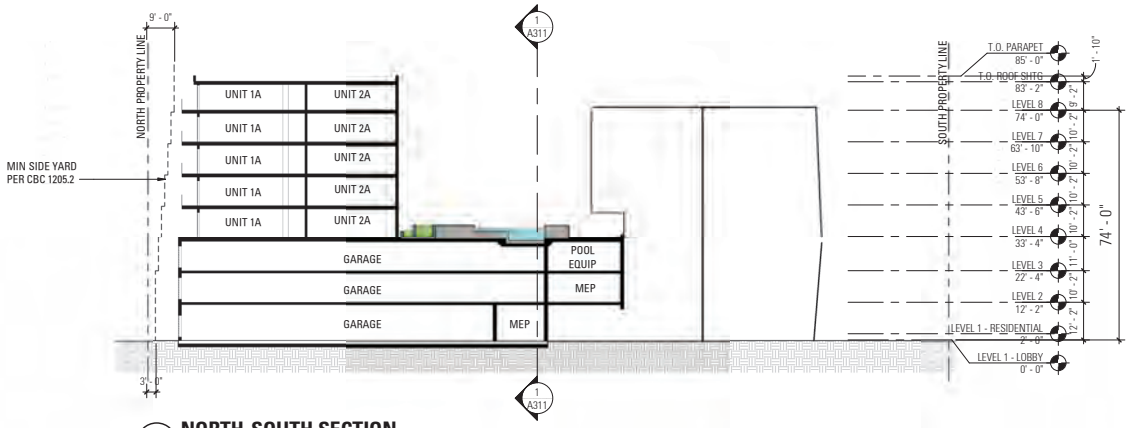
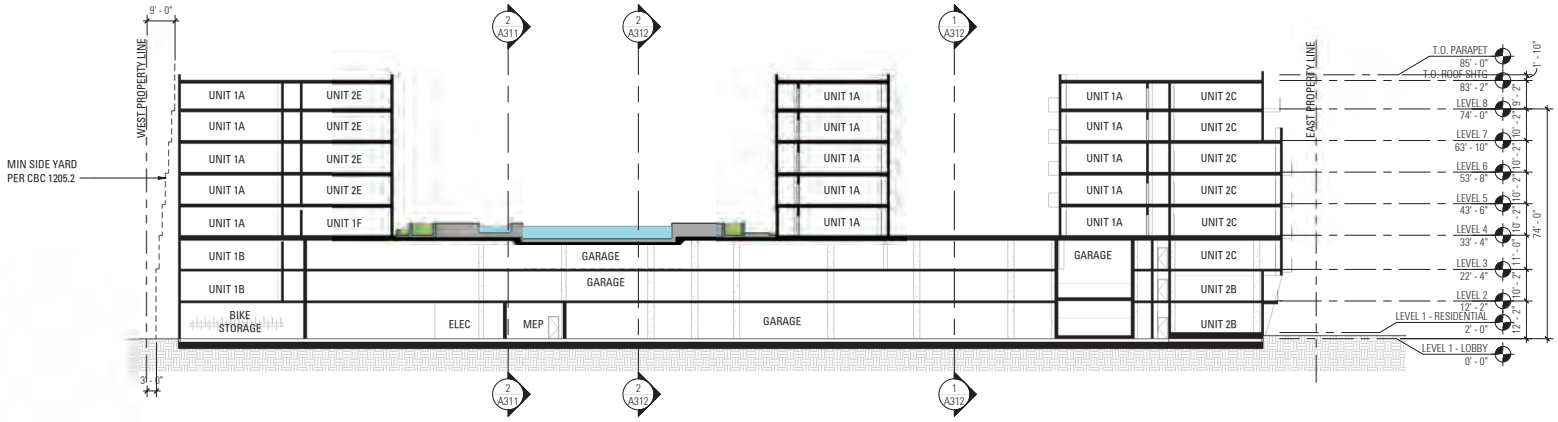


2 A311 NORTH-SOUTH SECTION

1" = 20'-0"



1 A311 EAST-WEST SECTION

1" = 20'-0"

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3/11/2024 3:42:21 PM

PATRICK HENRY DRIVE

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BUILDING SECTIONS

03.05.24	2020015	BAR architects	10 40 0 20	A311

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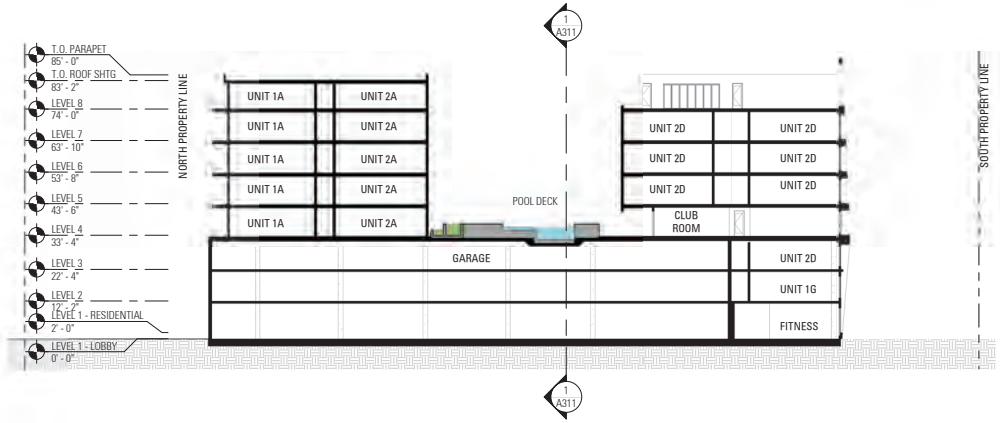
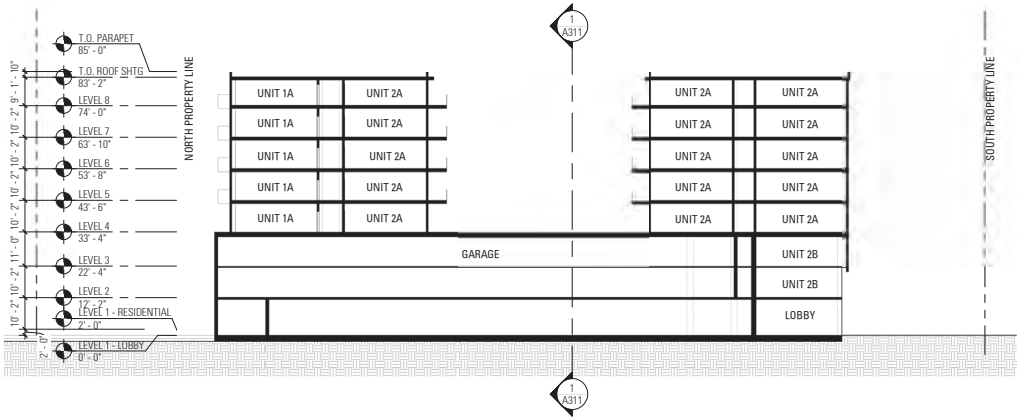


2 A312 **NORTH - SOUTH SECTION - MAIN COURTYARD**
1" = 20'-0"



1 A312 **NORTH-SOUTH SECTION - SMALL COURTYARD**
1" = 20'-0"

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PATRICK HENRY DRIVE 4590 PATRICK HENRY DRIVE, SANTA CLARA, CA 95054				BUILDING SECTIONS
	03.05.24	2020015	**BAR** architects	10 40 0 20 **A312**

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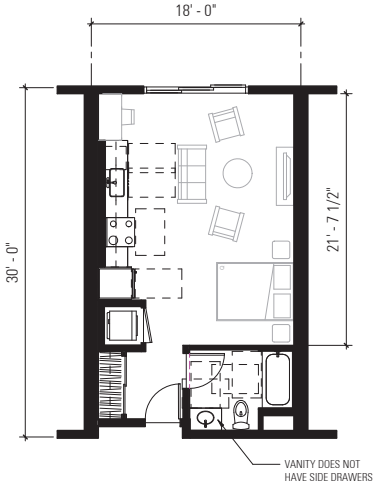
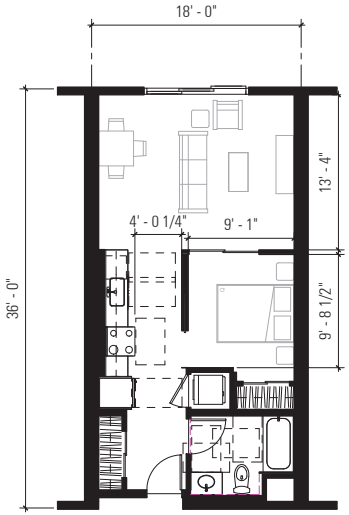


S1 - STUDIO



S2 - 1 BD JR

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PATRICK HENRY DRIVE
4590 PATRICK HENRY DRIVE, SANTA CLARA, CA 95054

UNIT PLANS - STUDIO

03.05.24	2020015	BAR architects	0 3' 6' 12'	A401

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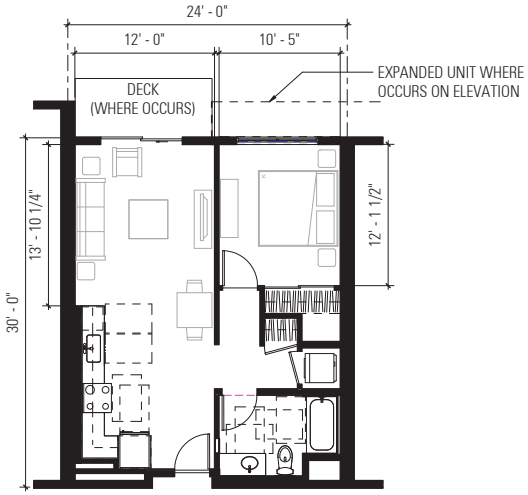
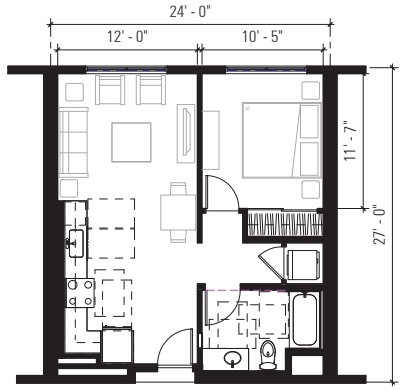
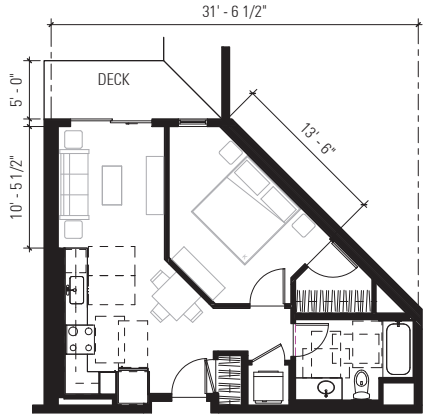


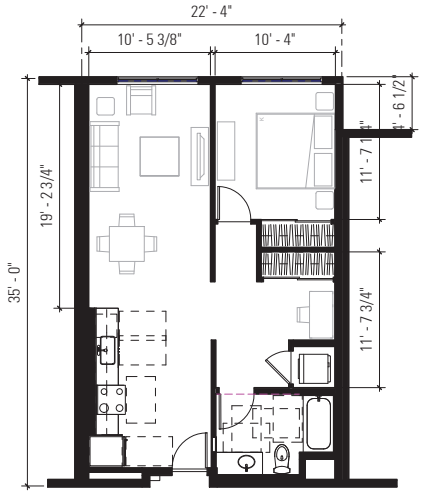
1A -SEMI - RECESSED BALCONY



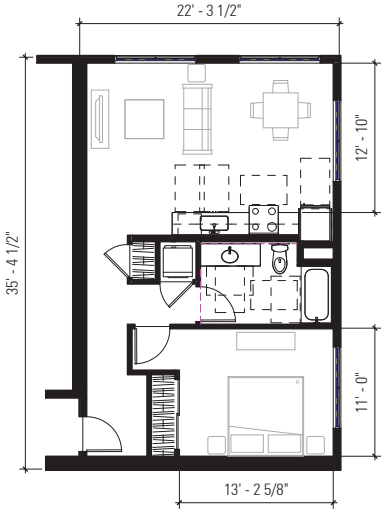
1B - NO BALCONY



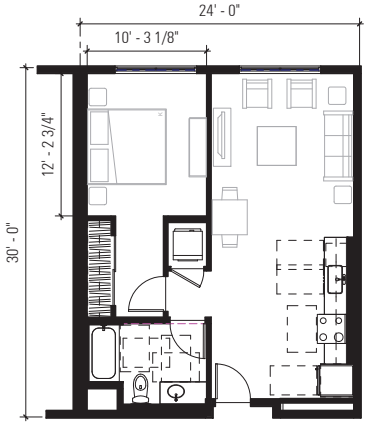
1C - CORNER UNIT



1D- NORTH NARROW + DEEP UNIT



1E- EXT CORNER UNIT



1F- COURTYARD UNIT

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PATRICK HENRY DRIVE

4590 PATRICK HENRY DRIVE, SANTA CLARA, CA 95054

UNIT PLANS - 1 BED

03.05.24	2020015	BAR architects	0 3' 6' 12'	A402

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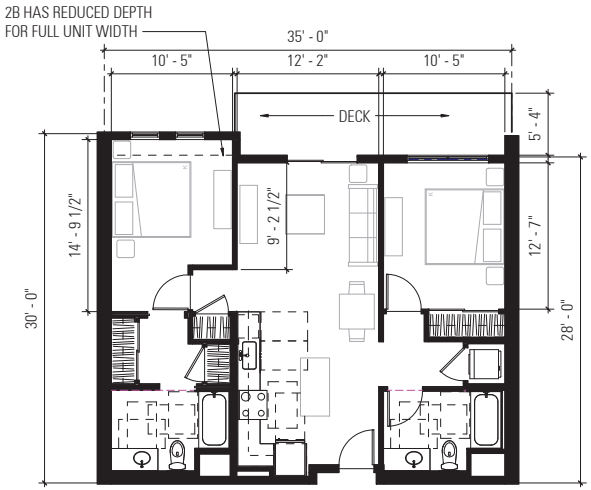
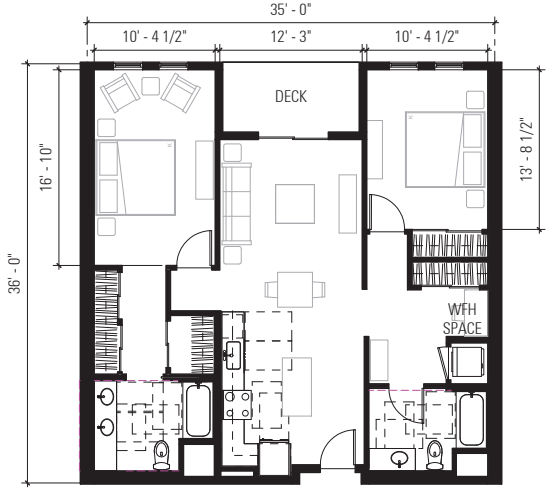
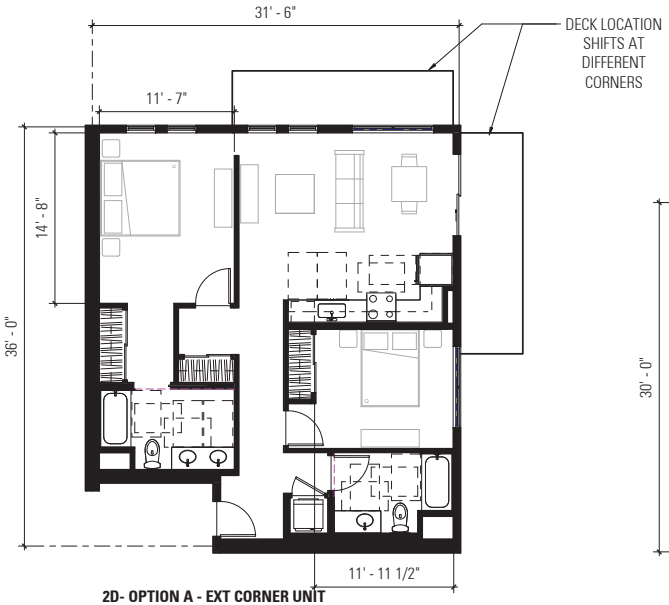


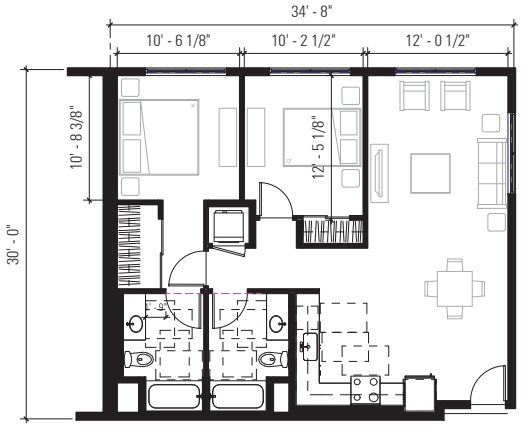
2A (2B SIM) - 2 BED STANDARD UNIT



2C - 2 BED DEEP UNIT@ PHD



2D- OPTION A - EXT CORNER UNIT



2E - 2 BED CORNER UNIT

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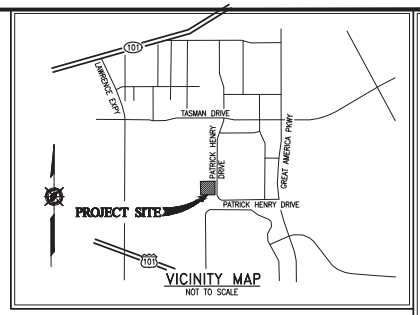
PATRICK HENRY DRIVE
4590 PATRICK HENRY DRIVE, SANTA CLARA, CA 95054

UNIT PLANS - 2 BED

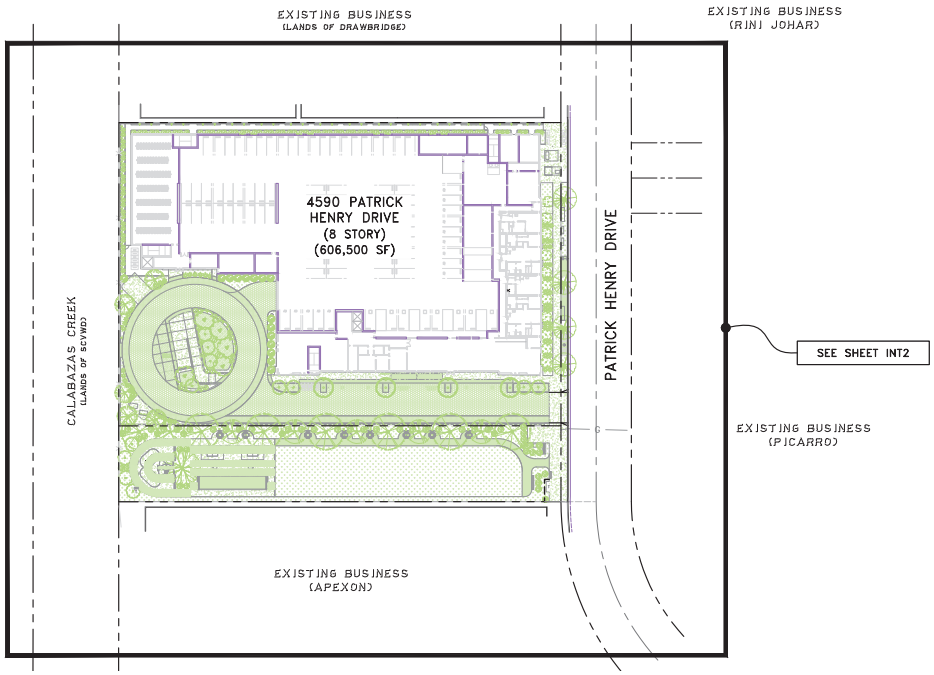
03.05.24	2020015	BAR architects	0 3' 6' 12'	A403

4590 PATRICK HENRY LLC
4590 PATRICK HENRY DRIVE
SANTA CLARA, CALIFORNIA

(JOINT TRENCH INTENT - NOT FOR CONSTRUCTION)



VICINITY MAP
NOT TO SCALE



INDEX MAP

50 0 25 50 100

(IN FEET)
1 INCH = 50 FT.

NOTE

PLEASE VERIFY THAT THE SERVICE POINTS IN THIS DRAWING MATCH YOUR DESIGN. IF THERE ARE ANY DISCREPANCIES, PLEASE CONTACT THE PROJECT MANAGER IN OUR OFFICE.

NOTE TO UTILITIES:

PLEASE INDICATE TIE-IN POINTS ON INTENT RESPONSE

PRELIMINARY PLANS NOT FOR CONSTRUCTION

PROJECT TEAM CONTACTS

COMPANY:	CONTACT:	PHONE:
KAMANGAR CONSULTING, LLC	KATIA KAMANGAR	650-815-8521
BKF	CASEY JOHNSON	408-467-9139
BAR ARCHITECTS	JIM BRENZA	415-293-5700
PG&E		
PHONE		
CATV		
GIACALONE DESIGN SERVICES, INC.	FRED YARRA, JR.	925-467-1740

PG&E PM NO.

ELECTRIC:
RULE 15:
RULE 16:
RULE 20:
RELOC:
AFS:
GAS:
RULE 15:
RELOC:

LATEST FILES RECEIVED

DESCRIPTION:	BY:	DATE:	STATUS:
GAS DESIGN	NONE		
ELECTRIC DESIGN	GDSI		
TELEPHONE LAYOUT	PHONE		
CATV LAYOUT	CATV		
STREET LIGHT PLANS - PUBLIC			
STREET LIGHT PLANS - PRIVATE			
IMPROVEMENT PLANS (ELECTRONIC FILE)	BKF	02-27-24	

A=Approved • ANS=Approved Not Signed • NA=Not Approved • F=First Submittal • SS=Second Submittal

PROJECT DESCRIPTION & SCOPE

- NEW SERVICE TO (1) BUILDINGS OF 416 UNITS
- NEW SERVICE TO (1) PARK
- NO PG&E GAS SERVICE REQUIRED
-
-
-

SHEET INDEX

SHEET	DESCRIPTION
INT1	JOINT TRENCH INTENT TITLE SHEET
INT2	JOINT TRENCH INTENT

REVISIONS

SYMBOL	DATE	DESCRIPTION	APPROVED

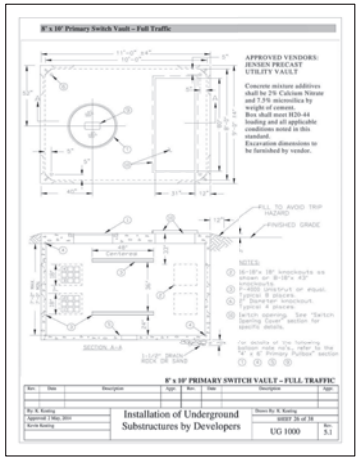
GIACALONE
DESIGN SERVICES, INC.
5820 STONERIDGE MALL RD., #345 | PLEASANTON, CA 94588
925.467.1740 | WWW.GIACALONEDESIGN.COM

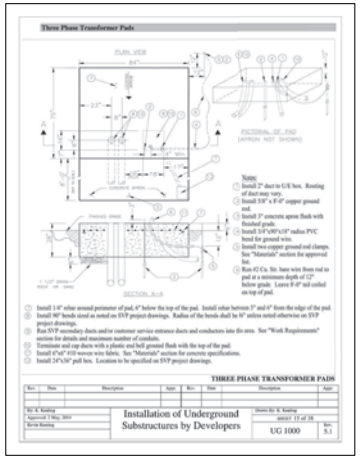
JOINT TRENCH INTENT TITLE SHEET

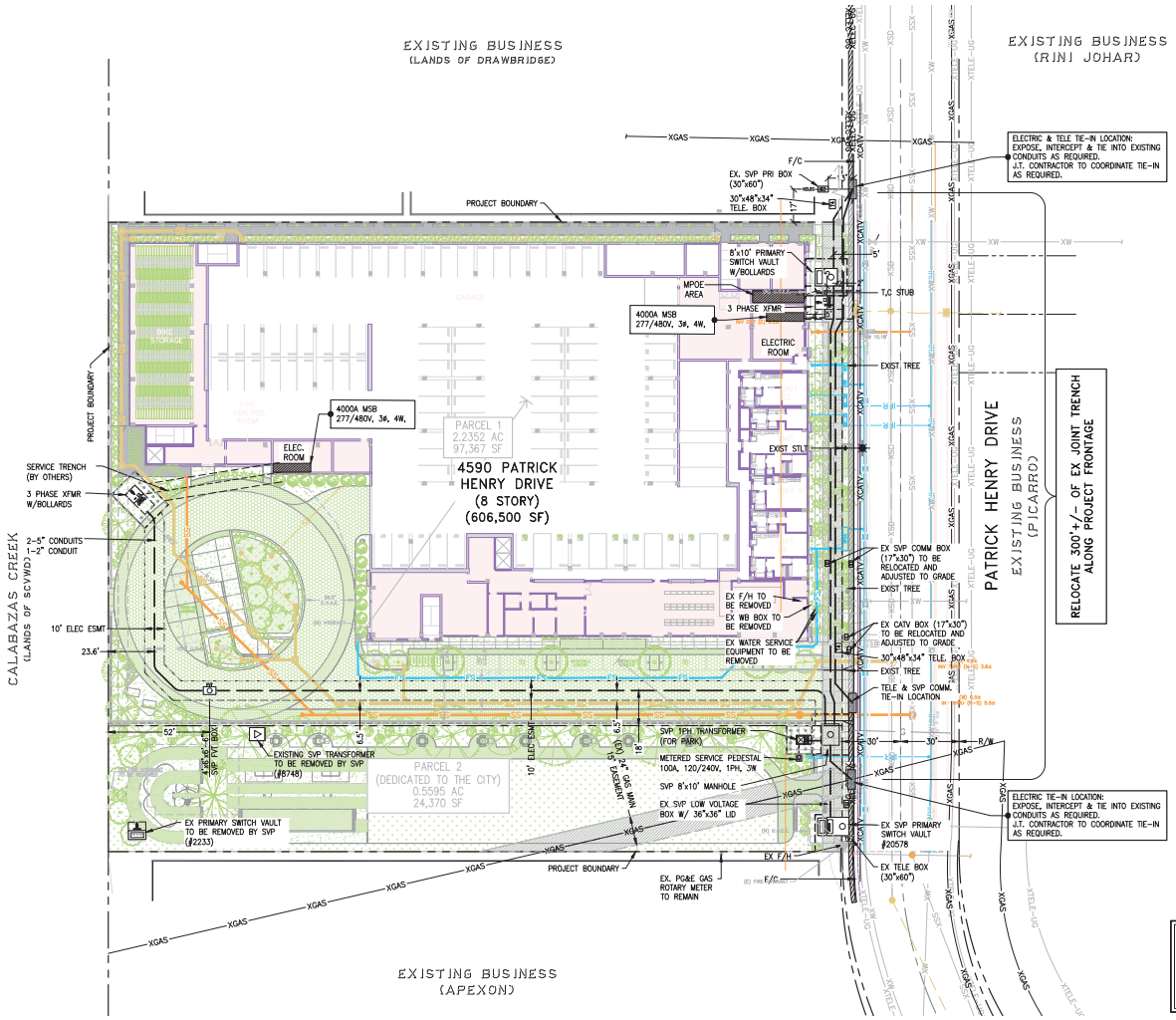
4590 PATRICK HENRY LLC
4590 PATRICK HENRY DRIVE

SANTA CLARA CALIFORNIA

PROJECT MANAGER: FRED YARRA, JR
DRAWN BY: S. ORMAN/AB
CHECKED BY: D. CROWFOOT
SCALE: 1"=50'
JOB NUMBER: 23-014
DATE LAST MODIFIED: 03-01-24
SHEET INT1 OF 2 SHEETS







LEGEND

XJT	EXISTING TRENCH OR UTILITIES
XGAS	EXISTING PG&E GAS MAIN
XGAS	EXISTING PG&E GAS MAIN TO BE REMOVED
	PROPOSED TRENCH (DISTRIBUTION)
	PROPOSED TRENCH (SERVICE)
	PROPOSED STREET LIGHT TRENCH
	EXISTING UTILITY SPLICE BOX
	8'x10'x7' SILICON VALLEY POWER PRIMARY SWITCH VAULT
	SILICON VALLEY POWER 3 PHASE ABOVE GROUND TRANSFORMER & PAD 7'x6'3"x8' PAD
	SILICON VALLEY POWER 1 PHASE ABOVE GROUND TRANSFORMER & PAD 5'x8' PAD
UE2	SILICON VALLEY POWER SECONDARY 24"X36" SPLICE BOX – NON TRAFFIC
T4	30"x48"x34" TELEPHONE SPLICE BOX
C	17"x30"x12" CATV BOX (B36) OR PEDESTAL
M	METERED SERVICE PEDESTAL
	EXISTING STREET LIGHT
	EXISTING UTILITY POLE GUY ANCHOR
	PG&E SKETCH LOCATION NUMBER
(F.V.T.)	FULL VEHICULAR TRAFFIC LID
(N.T.S.)	NOT TO SCALE
(U.G.E.E.)	UNDERGROUND ELECTRIC EASEMENT
(U.O.N.)	UNLESS OTHERWISE NOTED

30 0 15 30 60
(IN FEET)
1 INCH = 30 FT.

NOTE

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NOTE TO UTILITIES:

PLEASE INDICATE TIE-IN POINTS ON INTENT RESPONSE

PRELIMINARY PLANS NOT FOR CONSTRUCTION

TWO DAYS BEFORE YOU DIG
CALL USA TOLL FREE
811
CALL BEFORE YOU DIG

R/W, P.U.E. & P.S.E. ACQUISITION NOTE:

CONTRACTOR TO VERIFY RIGHT OF WAY, PUBLIC UTILITY EASEMENT AND/OR PUBLIC SERVICE EASEMENT ACQUISITION WITH THE APPLICANT PRIOR TO CONSTRUCTION WITHIN AREAS OF QUESTION.

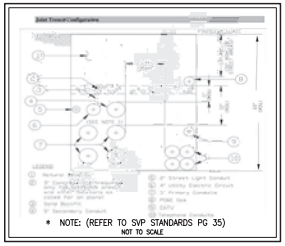
CAUTION!!!! ENERGIZED FACILITIES!!

CONTRACTOR TO EXERCISE EXTREME CAUTION TO AVOID DAMAGING EXISTING UNDERGROUND UTILITIES. OBSTRUCTIONS INDICATED ARE FOR INFORMATION ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION AND DEPTH WITH THE APPROPRIATE AGENCIES. NEITHER THE OWNER NOR THE DESIGNER ASSUME ANY RESPONSIBILITY THAT THE OBSTRUCTIONS INDICATED WILL ACTUALLY BE THE OBSTRUCTIONS ENCOUNTERED. POTHOLING IS REQUIRED. HAND EXCAVATE ONLY IN PRESENCE OF UTILITY INSPECTOR.

SHEET NOTES:

SVP STANDARDS FOR CLEARANCES

A. Installation of Underground Substructures by Developers
B. UG1250 - Encroachment Permit Clearances from Electric Facilities
C. UG0339 - Remote Switch Pad
D. OH1230 - Tree Clearances From Overhead Electric Lines
E. SD1235 - Tree Planting Requirements Near Underground Electric Facilities



REVISIONS			
SYMBOL	DATE	DESCRIPTION	APPROVED

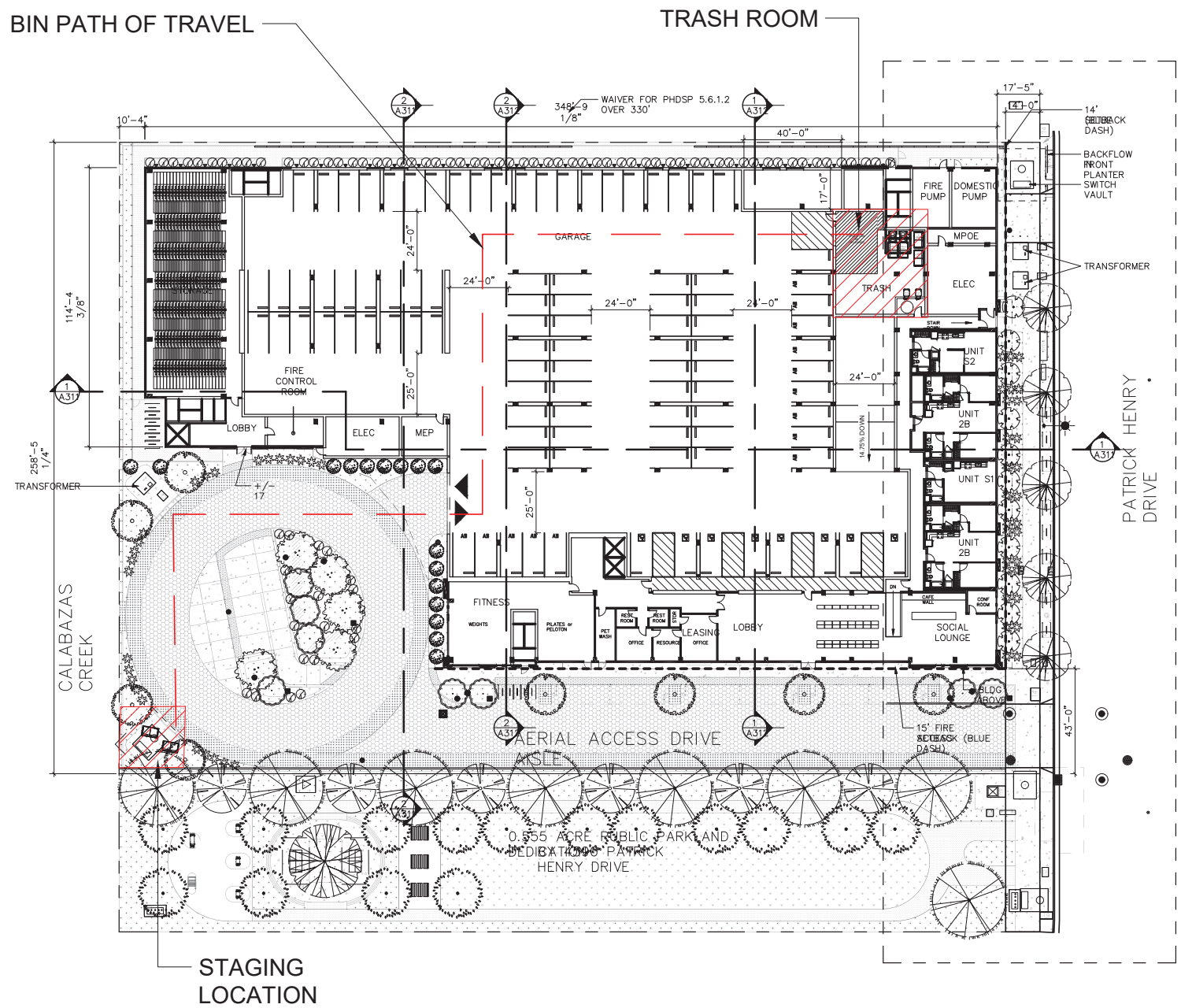
GIACALONE
DESIGN SERVICES, INC.
5820 STONERIDGE MALL RD., #345 | PLEASANTON, CA 94588
925.467.7400 | WWW.GIACALONEDESIGN.COM

JOINT TRENCH INTENT

4590 PATRICK HENRY LLC
4590 PATRICK HENRY DRIVE

SANTA CLARA CALIFORNIA

PROJECT MANAGER: FRED YARRA, JR
DRAWN BY: S. ORMAN/AB
CHECKED BY: D. CROWFOOT
SCALE: 1"=30'
JOB NUMBER: 23-014
DATE LAST MODIFIED: 03-01-24
SHEET INT2 OF 2 SHEETS



AMERICAN TRASH MANAGEMENT

AMERICAN TRASH MANAGEMENT
1900 POWELL STREET, SUITE 220
EMERYVILLE, CALIFORNIA 94608
P: 415.292.5400
F: 415.292.5410
CONSULTINGPROJECTS@TRASHMANAGE.COM

CONSULTANT

BAR ARCHITECTS

ARCHITECT

KASA PARTNERS

OWNER / DEVELOPER

NO.	DATE	ISSUE / REVISION	ISSUED BY

4590 PATRICK HENRY DRIVE
SANTA CLARA

PROJECT

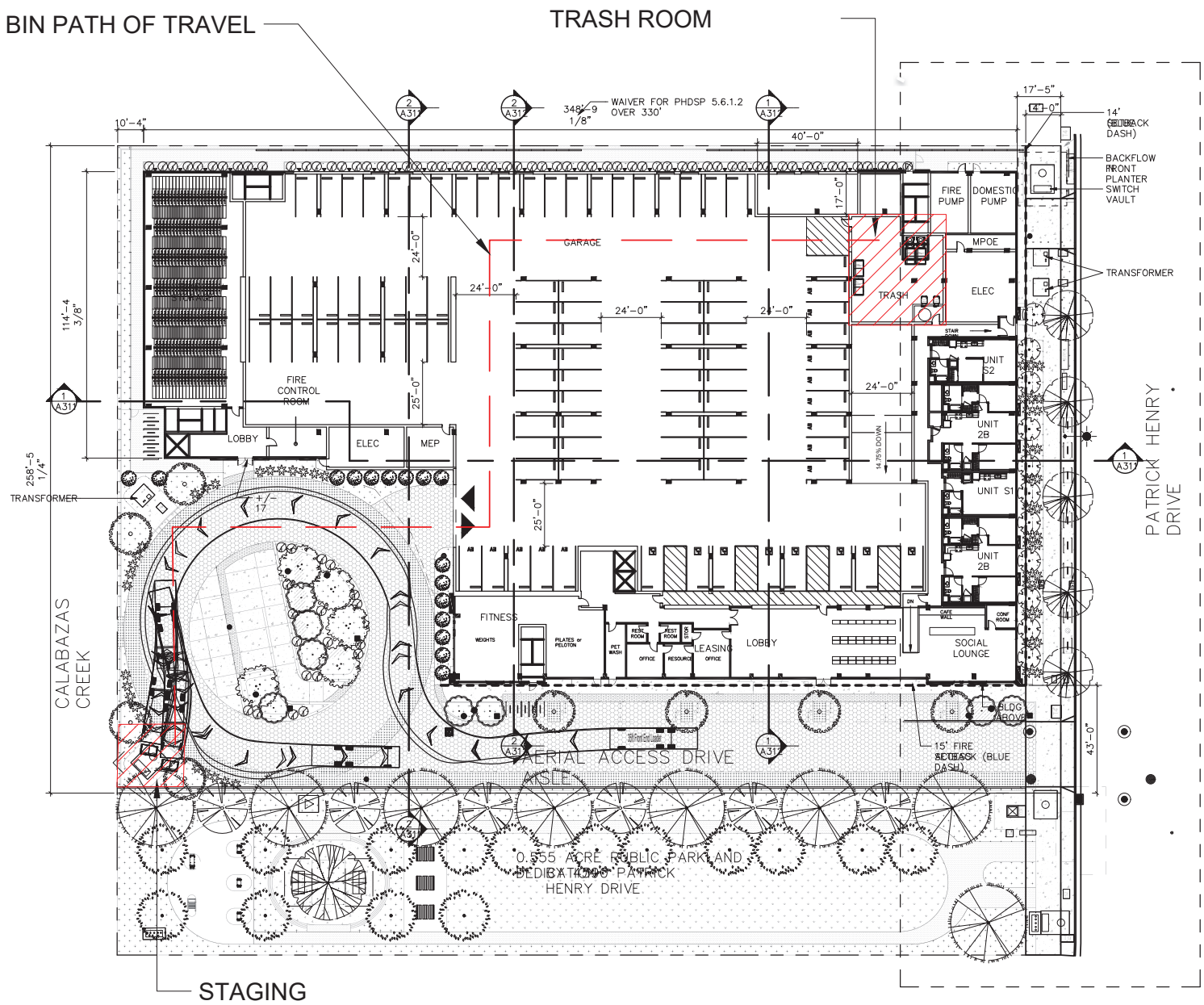
SITE PLAN

DRAWING TITLE

PROJECT NO.	
DRAWN	CM
APPROVED	CS
DATE	10/04/2023
SCALE	NTS

DRAWING NO.

TR0.0



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NO.	DATE	ISSUE / REVISION	ISSUED BY

4590 PATRICK HENRY DRIVE
SANTA CLARA

PROJECT

SITE PLAN

DRAWING TITLE

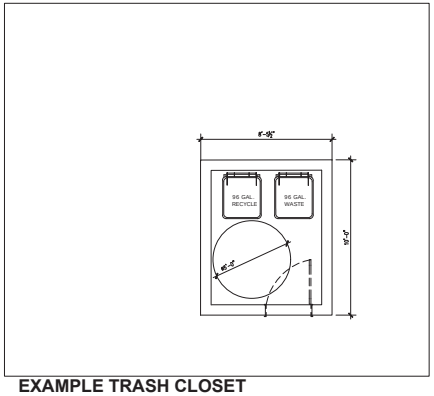
PROJECT NO.	
DRAWN	CM
APPROVED	CS
DATE	09/29/2023
SCALE	NTS

DRAWING NO.

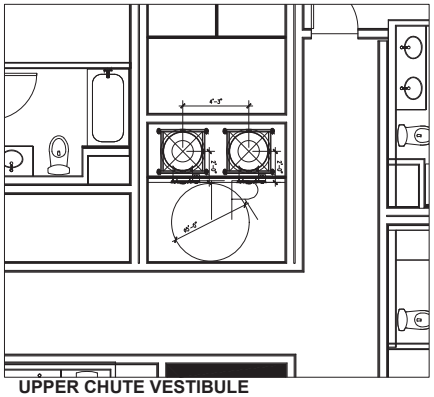
TR0.1

PROJECTED RESIDENTIAL TRASH COLLECTION SCHEDULE / WK							
SERVICE	M	T	W	T	F	S	SU
3CY COMPACTED WASTE	1	1		1	1		
3CY COMPACTED RECYCLING	1	1		1	1		
TOTAL	2	2	0	2	2	0	0

TRASH TERMINATION ROOM AND GROUND FLOOR VESTIBULE



EXAMPLE TRASH CLOSET
LVL 2-3



UPPER CHUTE VESTIBULE
LVL 4-8

AMERICAN TRASH MANAGEMENT
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EMERYVILLE, CALIFORNIA 94608
P: 415.292.5400
F: 415.292.5410
CONSULTINGPROJECTS@TRASHMANAGE.COM
CONSULTANT

BAR ARCHITECTS
ARCHITECT

KASA PARTNERS
OWNER / DEVELOPER

NO.	DATE	ISSUE / REVISION	ISSUED BY

4590 PATRICK HENRY DRIVE
SANTA CLARA
PROJECT

TRASH ROOM LAYOUT
DRAWING TITLE

PROJECT NO.	
DRAWN	CM
APPROVED	CS
DATE	10/04/2023
SCALE	3/16" = 1'-0"
DRAWING NO.	TR1.0

Correspondence
10/16/24 Development Review Hearing Meeting
4590 Patrick Henry Drive
RTC24-956

GREENBELT ALLIANCE

October 7, 2024

RE: Endorsement of 4590 Patrick Henry Drive

To Whom It May Concern:

For over 60 years, Greenbelt Alliance has helped create cities and neighborhoods that make the Bay Area a better place to live—healthy places where people can walk and bike; communities with parks, shops, transportation options; homes that are affordable and resilient to the impacts of climate change. Greenbelt Alliance's Climate SMART—Sustainable, Mixed, Affordable, Resilient, Transit-Oriented—Development Endorsement Program provides support for projects that advance the right kind of development in the right places. By promoting climate-smart development we can create thriving, resilient neighborhoods with ready access to transit and housing choices for all of the Bay Area's people.

After careful review, Greenbelt Alliance is pleased to endorse the proposed 4590 Patrick Henry Drive project.

More housing is critically needed in Santa Clara, and the 284 units, 42 of them deeply affordable, provided by 4590 Patrick Henry Drive as part of the East Tasman Plan represent a significant step in the right direction. Further, not only will the project address the urgent need for more housing, but it also contributes significantly to the revitalization of the area.

We are particularly impressed by the project's commitment to sustainability and community amenities. The inclusion of a public park will provide much-needed green space for residents and visitors, fostering a sense of community and improving overall well-being. The project's provision of more than 300 bicycle parking spaces and the construction of a new protected bike lane along the frontage road will promote active transportation, making it easier and safer for residents to choose biking over driving. These features not only support a healthy lifestyle but also contribute to reducing the city's carbon footprint.

The project's 100% electric design is another significant highlight. By eliminating reliance on fossil fuels for energy, the development will help mitigate climate change and set a precedent for future projects. This all-electric approach is in line with the growing movement towards renewable energy and reflects a forward-thinking approach to urban development.

GREENBELT ALLIANCE

Transit Access for Sustainable Development

In addition to adding greatly needed affordable housing to Santa Clara County, 4590 Patrick Henry Drive will align with Greenbelt Alliance's climate SMART—Sustainable, Mixed, Affordable, Resilient, Transit-Oriented—development criteria in several ways. Its strategic location, less than half a mile from the VTA light rail and within half a mile of five VTA bus lines, ensures excellent connectivity and encourages the use of public transportation. This proximity to transit options will help reduce car dependency, thereby lowering greenhouse gas emissions and traffic congestion.

According to GreenTRIP—a free online tool created by Transform that models traffic and greenhouse gas impacts of residential projects in California— the 4590 Patrick Henry Drive development will result in:

- 1,963 fewer miles driven every day compared to the Santa Clara County average.
- 21% fewer GHG impacts every day compared to the Santa Clara County average.
- 5% less parking use every day compared to the Santa Clara County average.
- Parking when compared to existing city requirements:
    - Saving $15,040,000 in parking construction cost if built with 0.34 instead of the municipal requirements.
    - Saving 5,112 sq.ft. in fewer parking spaces

Greenbelt Alliance believes 4590 Patrick Henry Drive will play a pivotal role in reimagining a more resilient and inclusive Santa Clara for all residents to enjoy, and we are proud to give this project our endorsement! We hope its approval will inspire cities around the Bay Area to redouble their efforts to grow in more sustainable ways.

Sincerely,

Jordan Grimes
Resilience Manager
Greenbelt Alliance

YIMBY LAW

YIMBY Law

877 Cedar Street # 150

Santa Cruz, CA 95060

hello@yimbylaw.org

10/30/2024

Steve Le
Senior Planner
City of Santa Clara
SLe@santaclaraca.gov
Via Email

Re: 4590 Patrick Henry Dr. Santa Clara, CA 95054

Dear Department of Planning,

YIMBY Law is a 501(c)3 non- profit corporation, whose mission is to increase the accessibility and affordability of housing in California. YIMBY Law sues municipalities when they fail to comply with state housing laws, including the Housing Accountability Act (HAA). As you know, the City Council has an obligation to abide by all relevant state housing laws when evaluating the above captioned proposal, including the HAA. Should the City fail to follow the law, YIMBY Law will not hesitate to file suit to ensure that the law is enforced.

The proposal is for 284 rental homes in the new Patrick Henry Drive Specific Plan approved by City of Santa Clara in 2022. The project is consistent with the Specific Plan and zoning at 127 dwelling units per acre. The proposal also includes 42 affordable units; 14 moderates, 14 low, and 14 very low income units.

California Government Code § 65589.5, the Housing Accountability Act, prohibits localities from denying housing development projects that are compliant with the locality's zoning ordinance or general plan at the time the application was deemed complete, unless the locality can make findings that the proposed housing development would be a threat to public health and safety.

The above captioned proposal is zoning compliant and general plan compliant, therefore, your local agency must approve the application, or else make findings to the effect that the proposed project would have an adverse impact on public health and safety, as described above. Should the City fail to comply with the law, YIMBY Law will not hesitate to take legal action to ensure

that the law is enforced.

I am signing this letter both in my capacity as the Executive Director of YIMBY Law, and as a resident of California who is affected by the shortage of housing in our state.

Sincerely,

Sonja Trauss
Executive Director
YIMBY Law

GREENBELT ALLIANCE

October 7, 2024

RE: Endorsement of 4590 Patrick Henry Drive

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Sincerely,

Jordan Grimes
Resilience Manager
Greenbelt Alliance

November 13, 2024

Steve Le

City Planner

City of Santa Clara

Email: Sle@santaclaraca.gov

Dear Mr. Le,

On behalf of the Santa Clara Schools Foundation (SCSF), I am pleased to support the residential development project by 4590 Patrick Henry LLC at 4590 Patrick Henry Drive in the City's new Specific Plan area in North Santa Clara. This project represents an investment in our community that aligns with the mission of SCSF: to support Santa Clara Unified School District's students, staff, and community by enhancing educational opportunities, addressing resource gaps, and encouraging lifelong learning.

We are grateful for 4590 Patrick Henry LLC's recent $3,000 gift to Hughes Elementary School's upcoming Spring Walk-a-thon event. As Hughes Elementary is within the project's attendance boundary, this contribution will support the school's health-focused activities and help foster a sense of community.

Additionally, the inclusion of 42 affordable housing units offers a vital resource for district staff and students entering the local workforce. Providing accessible housing options for educators and recent graduates strengthens the connection between our district and the community.

We appreciate your recognition of the importance of projects like this, which create opportunities for both education and community growth. Thank you for your continued support in building a strong future for Santa Clara.

Sincerely,

Steven J. Neese

Steven J. Neese
Executive Director
Santa Clara Schools Foundation