



City of Santa Clara

Revised Agenda

Council and Authorities Concurrent Meeting

Tuesday, July 9, 2019

6:00 PM

City Hall Council Chambers
1500 Warburton Avenue
Santa Clara, CA 95050

Revision: Councilmember Hardy will be attending remotely from the following location:

5142 South Oxley
Mesa, AZ 85212

6:00 PM COUNCIL REGULAR MEETING

Call to Order

Pledge of Allegiance and Statement of Values

Roll Call

1. 19-680 [Presentation on the Worker Cooperative Business Model](#)

CONTINUANCES/EXCEPTIONS

SPECIAL ORDER OF BUSINESS

2. 19-575 [Recognition of Outgoing Commissioners/Committee Members for the Cultural, Historical and Landmarks, and Parks & Recreation Commissions and Housing Rehabilitation Loan Committee](#)

CONSENT CALENDAR

- 3.A 19-530 [Council and Authorities Concurrent Meeting Minutes of June 4, 2019](#)

Recommendation: Note and file the Council and Authorities Meeting Minutes of June 4, 2019.

- 3.B 19-766 [Governance and Ethics Committee Minutes of April 25, 2019](#)

Recommendation: Approve the Governance and Ethics Committee minutes of April 25, 2019.

3.C 19-795 [Approval of the Economic Development, Communications, and Marketing Committee Meeting Minutes of March 20, 2019 and June 3, 2019](#)

Recommendation: Approve the Economic Development, Communications, and Marketing Committee Meeting Minutes of March 20, 2019 and June 3, 2019.

3.D 19-030 [Board, Commissions and Committee Minutes](#)

Recommendation: Note and file the Minutes of Parks & Recreation Commission Meeting for May 21, 2019.

3.E 19-284 [Action on an Amendment No. 1 to an Agreement with Orchard Commercial, Inc. to Assist in Providing Property Management Services for Maintenance District 183](#)

Recommendation:

1. Approve and authorize the City Manager to execute Amendment No. 1 with Orchard Commercial inc. to Assist in Providing Property Management Services for Maintenance District 183 for a two-year extension in an amount not-to-exceed \$170,518, subject to future budget appropriations; and
2. Authorize the City Manager to make minor modifications to Amendment No. 1, if necessary.

3.F 19-291 [Action on a Consent to Assignment and Amendment No. 1 to the Agreement for Services with Granicus, LLC to Provide City Website Redesign, Implementation and Support Services](#)

Recommendation: Authorize the City Manager to execute the Consent to Assignment and Amendment No. 1 to the Agreement for Services with Granicus, LLC to Provide City Website Redesign, Implementation and Support Services, for a maximum compensation amount not-to-exceed \$663,115, subject to budget appropriations.

3.G 19-350 [Action on a Resolution for the Use of City Electric Forces at Various Locations](#)

Recommendation: Adopt a Resolution approving the use of City Electric Forces for the installation of facilities at 3505 Kifer Road, 967 Warburton Avenue, 1950 El Camino Real, 90 Kiely Boulevard, 526 Laurelwood Road and 3185 Molinaro Street, 501 Reed Street, and Mission College Boulevard and Wyatt Drive.

3.H 19-472 [Action on the 2019 Annual Report Related to the Federal Emergency Management Agency's National Flood Insurance Program's Community Rating System](#)

Recommendation: Note and File the 2019 Annual Report for the Santa Clara County Multi-Jurisdictional Program for Public Information related to the Federal Emergency Management Agency's National Flood Insurance Program's Community Rating System.

3.I 19-553 [Action on a Resolution Authorizing an Application for the County of Santa Clara Historic Grant Program for the City-owned Harris-Lass Historic Preserve at 1889 Market Street](#)

Recommendation:

1. Adopt a Resolution Authorizing an Application for the County of Santa Clara Historic Grant Program for the City-owned Harris-Lass Historic Preserve at 1889 Market Street; and
2. Authorize the City Manager to negotiate, execute, amend, or terminate any resulting Grant Funding Agreement.

3.J 19-554 [Action on Award of Contract for the Westside Retention Basin Pump Replacement Project](#)

Recommendation:

1. Award the Public Works Contract for the Westside Retention Basin Pump Replacement Project (CE17-18-16) to the lowest responsive and responsible bidder, Anderson Pacific Engineering Construction, Inc., in the amount of \$798,000 and authorize the City Manager to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this Project; and
2. Authorize the City Manager to execute change orders up to approximately 15 percent of the original contract price, or \$119,700, for a total not to exceed amount of \$917,700.

3.K 19-562 [Action on a Resolution adopting an Internal Audit Charter for the City Auditor's Office](#)

Recommendation: Adopt a Resolution approving the Internal Audit Charter.

3.L 19-576 [Action on a Resolution Ordering the Vacation of an Underground Electric Easement at 3075 Olcott Street](#)

Recommendation: 1. Adopt a Resolution Ordering the Vacation of the Underground Electric Easement at 3075 Olcott Street [APN 224-46-006 (2018-19); SC 19,168]; and
2. Authorize the recordation of the Resolution.

3.M 19-630 [Informational Report on Smoking Ordinance - Training, Policy and Enforcement of Section 8.35.130 "Possession of Tobacco by Persons Under 21 Years of Age"](#)

Recommendation: Note and file the Informational Report regarding the Smoking Ordinance.

3.N 19-675 [Action on a Resolution for the Sustainable Communities Grants Restricted Grant Agreement for Fiscal Year 2019/20 with the California Department of Transportation for the Pruneridge Avenue Complete Streets Plan](#)

Recommendation: Adopt a Resolution for the Sustainable Communities Grants Restricted Grant Agreement for Fiscal Year 2019/20 with the California Department of Transportation for the Pruneridge Avenue Complete Streets Plan.

3.O 19-681 [Action on the Santa Clara Senior Needs Assessment Final Report](#)

Recommendation: Note and File the City of Santa Clara Senior Needs Assessment Final Report.

3.P 19-615 [Action on an Agreement with CSG Consultants, Inc. for Engineering Design Services for Pavement Maintenance and Rehabilitation Projects](#)

- Recommendation:**
1. Approve and authorize the City Manager to execute an agreement with CSG Consultants, Inc. for Engineering Design Services for Pavement Maintenance and Rehabilitation Projects for an initial two-year term ending March 31, 2021 in the amount not-to-exceed \$694,290 for services required for pavement maintenance and rehabilitation contracts to be constructed in 2020;
 2. Approve and authorize the City Manager to execute two additional contract extension options to extend the term of the agreement to provide services for future 2021 and 2022 pavement maintenance and rehabilitation contracts in the amount of \$643,500 for the first extension option, and \$663,300 for the second extension option, subject to the annual appropriation of funds; and
 3. Authorize the City Manager to make minor, non-substantive modifications to the agreement, if needed.

3.Q 19-657 [Action on a Resolution Ordering the Vacation of Anchor Easements, Wire Overhang Easement and Public Utility Easement at 3650 Kifer Road](#)

- Recommendation:**
1. Adopt a Resolution Ordering the Vacation of Anchor Easements, Wire Overhang Easement and Public Utility Easement at 3650 Kifer Road [APN 205-38-015 (2018-19); SC 19,169]; and
 2. Authorize the recordation of the Resolution.

PUBLIC PRESENTATIONS

CONSENT ITEMS PULLED FOR DISCUSSION

PUBLIC HEARING/GENERAL BUSINESS

4. 19-781 [Action on a Written Petition submitted by Jerry R. Patrignani requesting an Update and Potential Action on Lawn Bowl Clubhouse Project](#)

- Recommendation:** Staff makes no recommendation.

5. 19-745 [Action on Referrals from the June 3, 2019 Economic Development, Communications and Marketing Committee Meeting](#)
[\[EDCM Committee referral 6/3/19 - Items 19-689, 19-691, and 19-715\]](#)

Recommendation: Staff makes no recommendation.

6. 19-072 [Consideration of Silicon Valley Power Quarterly Strategic Plan Update](#)

Recommendation: Note and file the Silicon Valley Power Quarterly Strategic Plan Update.

7. **19-763** [Public Hearing: Actions on Gateway Crossings project located at 1205 Coleman Avenue including General Plan Amendment to Santa Clara Station Very High Density Residential \(51-120 du/ac\) with a minimum commercial Floor Area Ratio \(FAR\) of 0.20, revision to the Climate Action Plan to add Transportation Demand Management \(TDM\) goals for the new land use designation, creation of a new Very High Density Mixed Use Zoning District and Rezoning to that District, Vesting Tentative Subdivision Map, Development Agreement, Environmental Impact Report \(EIR\), and Mitigation Monitoring and Reporting Program \(MMRP\)](#)

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

1. Adopt a resolution to approve and Certify an Environmental Impact Report (EIR) and adopt CEQA Findings and a Statement of Overriding Considerations (SOC) and the Mitigation Monitoring and Reporting Program (MMRP);
2. Adopt a resolution to approve the General Plan Amendment #87 from Regional Commercial, High Density Residential and Very High Density Residential to Very High Density Residential with a minimum commercial FAR of 0.2; amendment to the General Plan Land Use Map for the Santa Clara Station Focus Area to reflect the General Plan change; and revision to the Climate Action Plan to add TDM goals for the new land use designation;
3. Introduce an ordinance to approve the Rezone from Light Industrial (ML) to Very High Density Mixed Use (VHDMU) to allow phased construction of a mixed use development consisting of 1,565 residential units, 152,000 square foot hotel, 45,000 square feet of supporting retail, park and open space, surface and structured parking facilities, private streets, and site improvements; subject to conditions;
4. Adopt a resolution to approve the Vesting Tentative Subdivision Map for the purpose of developing four mixed use parcels, two commercial parcels, two dedicated park parcels and six common lots for site access/circulation and utility corridors to serve the development; and
5. Introduce an Ordinance to approve the Development Agreement.

8. 19-813 [Charter requirements upon vacancy in the elective office of Chief of Police](#)

Recommendation: Note and file this informational report.

REPORTS OF MEMBERS AND SPECIAL COMMITTEES

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

- 19-730 [Monthly Update on City Council and Stadium Authority Staff Referrals](#)

- 19-557 [Tentative Meeting Agenda Calendar](#)

ADJOURNMENT

The next regular scheduled meeting is on Tuesday evening, July 16, 2019 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.

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)

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."



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
[@SantaClaraCity](https://twitter.com/SantaClaraCity)

Agenda Report

19-680

Agenda Date: 7/9/2019

REPORT TO COUNCIL

SUBJECT

Presentation on the Worker Cooperative Business Model

BACKGROUND

At the March 20, 2019 Economic Development, Communications and Marketing Committee (Committee) meeting, the Committee heard a presentation by Kirk Vartan on the Worker Cooperative Business Model. Following the presentation, the Committee directed staff to agendize a Study Session for this topic, similar to how other topic experts have been invited to present to City Council. The presentation will be coordinated and conducted by Mr. Vartan as the subject matter expert.

DISCUSSION

At this study session, Kirk Vartan, founder of the A Slice of New York Worker Cooperative, will provide an overview of the Worker Cooperative business model and how employee ownership can help alleviate some of the challenges faced by small businesses. The study session will also provide information on how other cities have tackled the issue of increased business closures and what tools the City of Santa Clara can use to help support businesses interested in converting to this business model.

Correspondence received regarding this item has been compiled in Attachment 1.

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: Nadine Nader, Assistant City Manager and Ruth Shikada, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Correspondence Received - Worker Cooperative Business Model Study Session

From: [Nadine Nader](#)
To: [Nora Pimentel](#); [Simrat Dhadli](#)
Cc: [Robyn Sahid](#)
Subject: Fwd: SC Cooperative Study Session (7/9) letter of support and assistance
Date: Thursday, June 13, 2019 8:22:19 AM
Attachments: [TeamWorks support SC cooperatives study session 2019.pdf](#)

For record for study session.

Get [Outlook for iOS](#)

From: Manager
Sent: Thursday, June 13, 2019 8:01:02 AM
To: Deanna Santana; Nadine Nader; Andrew Crabtree; Ruth Shikada; Cynthia Bojorquez
Subject: FW: SC Cooperative Study Session (7/9) letter of support and assistance

From: David Smathers Moore <dsmathers@teamworks.coop>
Sent: Wednesday, June 12, 2019 2:14 PM
To: Mayor and Council <MAYORANDCOUNCIL@SantaClaraCA.gov>; Manager <Manager@santaclaraca.gov>; cityclerk@santaclaraca.gov; coop@asliceofny.com
Subject: SC Cooperative Study Session (7/9) letter of support and assistance

Dear Mayor Gillmor and city colleagues:

See attached letter of support regarding the Study Session planned for July 9th regarding the cooperative business model.

David Smathers Moore

[TeamWorks Development Institute](#)



[Watch "How I've Grown @ TeamWorks"](#)



TeamWorks Development Institute

1159 Sonora Court, Suite 107

Sunnyvale CA, 94086

650.248.3415

www.teamworksinstitute.org

June 11, 2019

Mayor and City Council
1500 Warburton Ave
Santa Clara, CA 95050

Dear Mayor Gillmor, Councilmembers, and City Manager:

I am the founder of the TeamWorks Development Institute, a nonprofit organization that grew out of the success of TeamWorks Cleaning, a Sunnyvale-based cooperative owned by its 19 workers. I started TeamWorks Cleaning in 2004, and in 2006 we converted to cooperative ownership. The worker-members have been able to provide themselves stable employment, health and other benefits that are rare in the cleaning industry, and unusual learning and advancement opportunities. Today I provide consulting and training for co-ops around the country, particularly with Latino-owned cooperatives that need the services and materials that we provide in Spanish.

Our organization followed with enthusiasm the conversion of Santa Clara's A Slice of New York and welcomed their emergence as the first retail worker cooperative in the South Bay. Millions of businesses in the U.S. are owned by baby boomers who could follow in A Slice of New York's path. Selling their businesses to their employees provides a viable win-win-win exit strategy for the retiring owner, the employees, and the broader community. In Santa Clara County alone there are 15,000 businesses owned by boomers, most of which do not have plans for succession. Our communities need to prepare for these owners' retirements. Government at every level from the local to federal have roles to play in supporting smooth transitions that will ensure business continuity.

The TeamWorks Development Institute is very pleased to see that the City of Santa Clara is providing leadership on this issue by holding a Study Session to learn about cooperatives. We look forward to attending and participating in the session on July 9th. Please feel free to contact me if there are any ways that our organization can be of assistance as you do your research, and, I hope, move towards initiatives that can help businesses transition to employee ownership. Thank you for your leadership on this important issue.

David Smathers Moore
Founder and Executive Director

From: [Mayor and Council](#)
To: [Robyn Sahid](#); [Nadine Nader](#); [Deanna Santana](#)
Cc: [Kathleen McGraw](#); [Martha Martinez](#); [Jose Armas](#)
Subject: FW: Letter of Support for A Slice of New York's Worker Owned Cooperative City Council Study Session on July 9th
Date: Friday, June 14, 2019 6:35:55 PM
Attachments: [Letter of Support A Slice of New York ASONY Santa Clara City Council Study Session Project Equity 2019.06.13.pdf](#)
[image001.png](#)

Hi there:

The Mayor and Council Offices' general inbox received the email below and attached support letter regarding the worker-owned cooperative business model from Donna Sky (Business Development Manager, Project Equity). This has also been forwarded to the City Council for their reference.

Cordially,

GENEVIEVE YIP | Staff Analyst
Mayor & Council Offices | City of Santa Clara
1500 Warburton Avenue, Santa Clara, CA 95050
Tel: 408-615-2253 | www.santaclaraca.gov



From: Donna Sky <donna@project-equity.org>
Sent: Thursday, June 13, 2019 7:13 PM
To: Mayor and Council <MAYORANDCOUNCIL@SantaClaraCA.gov>; Manager <Manager@santaclaraca.gov>; cityclerk@santaclaraca.gov; coop@asliceofny.com
Cc: Kirk Vartan <kirk@asliceofny.com>; Hilary Abell <hilary@project-equity.org>; Alison Lingane <alison@project-equity.org>
Subject: Letter of Support for A Slice of New York's Worker Owned Cooperative City Council Study Session on July 9th

Dear Mayor Gillmor, Santa Clara Council members, and City Manager:

I am writing to enthusiastically support the **Worker Owned Cooperative City Council Study Session** to be presented by A Slice of New York on July 9, 2019. Worker-owned cooperatives and other forms of employee ownership can be a powerful tool to maintain thriving local business communities, honor selling business owners' legacies, and address income and wealth inequality.

Project Equity directly supported the conversion of A Slice of New York to a worker-owned cooperative in 2017 and has worked with the coop leaders since then to support strong governance and financial management. Kirk Vartan and the employee-owners of a Slice of New York are an inspiring example of what is possible with employee ownership, and we are excited to see them educate other business owners, community members, and government leaders about this powerful business model.

At Project Equity, we re-envision community economic development to shift control locally and build economic resiliency in low-income communities. We envision a future where businesses are more successful, communities are more resilient, and workers have stable jobs and economic security through employee ownership.

Project Equity works with partners around the Bay Area and the country to raise awareness about employee ownership as an exit strategy for business owners, and as an important approach for increasing employee engagement and wellbeing. We also provide hands on consulting and technical assistance to companies that want to transition to employee ownership, and to the new employee-owners after the transition. Our clients are unique local businesses, most with 25-50 or more employees, that are assessing or implementing transitions to broad-based employee ownership (including worker cooperatives, ESOPs and other forms of employee or stakeholder ownership).

We are actively engaging with several Bay Area cities to retain businesses through employee ownership transitions. The city of Berkeley, for example, uncovered significant demand for employee ownership succession within a short period of time as a result of direct outreach to the businesses we jointly identified as potential targets.

Cities like Santa Clara are in a powerful position to promote worker-owned cooperatives. Thank you for taking this important step to learn more about this opportunity, and please let me know how we can support your efforts to further this important succession option for Santa Clara businesses. We look forward to attending and participating in the session on July 9th.

Thank you,
Donna Sky
Business Development Manager, Project Equity
donna@project-equity.org
(415) 646-5577
Url: www.project-equity.org



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Learn why retiring entrepreneurs sell their businesses to their employees in [Entrepreneur Magazine.](#)

See how the [State of Washington](#) is tackling its Silver Tsunami risk.

June 13, 2019

Santa Clara Mayor and City Council
1500 Warburton Ave
Santa Clara, CA 95050

Dear Mayor Gillmor, Councilmembers, and City Manager:

I am writing to enthusiastically support the **Worker Owned Cooperative City Council Study Session** to be presented by A Slice of New York on July 9, 2019. Worker-owned cooperatives and other forms of employee ownership can be a powerful tool to maintain thriving local business communities, honor selling business owners' legacies, and address income and wealth inequality.

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Thank you,
Donna Sky
Business Development Manager, Project Equity
donna@project-equity.org
(415) 646-5577
Url: www.project-equity.org

From: [Mayor and Council](#)
To: [Mayor and Council](#); [Robyn Sahid](#); [Nadine Nader](#); [Deanna Santana](#)
Cc: [Kathleen McGraw](#); [Martha Martinez](#); [Jose Armas](#)
Subject: FW: Santa Clara Study Session on Worker Cooperatives
Date: Monday, June 17, 2019 8:30:47 AM
Attachments: [6-14-19 Letter to SC Mayor Council.pdf](#)
[image001.png](#)

Good morning:

The Mayor and Council Offices' general inbox received the email below and attached support letter regarding worker cooperatives. This has also been forwarded to the City Council for their reference.

Cordially,

GENEVIEVE YIP | Staff Analyst
Mayor & Council Offices | City of Santa Clara
1500 Warburton Avenue, Santa Clara, CA 95050
Tel: 408-615-2253 | www.santaclaraca.gov



From: Macapinlac, Andrae <Andrae.Macapinlac@sen.ca.gov>
Sent: Friday, June 14, 2019 12:27 PM
To: Mayor and Council <MAYORANDCOUNCIL@SantaClaraCA.gov>; Manager <Manager@santaclaraca.gov>; cityclerk@santaclaraca.gov
Cc: coop@asliceofny.com; Senator Wieckowski <Senator.Wieckowski@senate.ca.gov>
Subject: Santa Clara Study Session on Worker Cooperatives

Mayor Gillmor, Councilmembers and City Staff:
Please see the attached letter from Senator Wieckowski.

Sincerely,
Andrae Wara-Macapinlac
Senior District Representative
Office of State Senator Bob Wieckowski, District 10
39510 Paseo Padre Pkwy, st 280
Fremont, CA 94538
510-794-3900
<http://sen.ca.gov/wieckowski>
Andrae.Macapinlac@Sen.Ca.Gov

STATE CAPITOL
Room 3086
Sacramento, CA 94249-0020
Phone: (916) 651-4010
Fax: (916) 651-4110

DISTRICT OFFICE
39510 Paseo Padre Pkwy,
Suite 280
Fremont, CA 94538
Phone: (510) 794-3900



CALIFORNIA STATE SENATE

BOB WIECKOWSKI

SENATOR, TENTH DISTRICT

E-MAIL
senator.wieckowski@
senate.ca.gov

WEBSITE
www.sd10.senate.ca.gov

June 14, 2019

Mayor and City Council
City Hall
1500 Warburton Ave
Santa Clara, CA 95050

Dear Mayor Gillmor, Councilmembers, and City Manager:

In 2016 I honored Santa Clara resident Kirk Vartan with the 10th Senate District's Local Hero Award for the incredible work he was doing in our community, including his leadership with the first-of-its kind Agrihood.

I've learned that Kirk's pizza shop, *A Slice of New York*, was successfully converted to a worker cooperative in 2017. It is great to see this Santa Clara business become the first retail worker cooperative in the South Bay. I am familiar with the worker cooperative structure and was excited to hear of your intent to hold a Council Study Session on the topic this July.

I am extremely supportive of this effort. Please let me know how we can help your efforts for employee ownership options.

While I am unable to make your meeting in person due to committee hearings, please know you have my full support in further educating the community on worker cooperatives and how they can provide additional solutions to the looming threat of our retiring baby boomers, the loss of our small businesses, and the growing inequalities in our workforce.

Please share any useful information with my staff so we can see how to best utilize this data at the State level. It is an honor and a privilege to serve you in the Senate.

Sincerely,

A handwritten signature in black ink that reads "Robert A. Wieckowski". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Bob Wieckowski
State Senator, 10th District

EMAIL:
mayorandcouncil@santaclaraca.gov
manager@santaclaraca.gov
cityclerk@santaclaraca.gov
coop@asliceofny.com

From: [Mayor and Council](#)
To: [Mayor and Council](#); [Robyn Sahid](#); [Nadine Nader](#); [Deanna Santana](#)
Cc: [Kathleen McGraw](#); [Martha Martinez](#); [Jose Armas](#)
Subject: FW: Letter of Support - Worker Cooperatives, re: study session July 9, 2019
Date: Monday, June 17, 2019 9:11:16 AM
Attachments: [COOP - SONY-letter-of-support-2019.docx](#)
[image001.png](#)

Good morning:

The Mayor and Council Offices' general inbox received the email from below from Ms. Sue Lopez and attached support letter for worker-owned cooperatives. This has also been forwarded to the City Council for their reference.

Cordially,

GENEVIEVE YIP | Staff Analyst
Mayor & Council Offices | City of Santa Clara
1500 Warburton Avenue, Santa Clara, CA 95050
Tel: 408-615-2253 | www.santaclaraca.gov



From: sue lopez <sue@arizmendi.coop>
Sent: Friday, June 14, 2019 12:43 PM
To: Mayor and Council <MAYORANDCOUNCIL@SantaClaraCA.gov>; Manager <Manager@santaclaraca.gov>; cityclerk@santaclaraca.gov; coop@asliceofny.com
Subject: Letter of Support - Worker Cooperatives, re: study session July 9, 2019

Hello friends,

Thank you for your interest and support in helping us spread the word about the benefits of Worker Owned Cooperatives for the community at large.

I am very much looking forward to meeting you all on Tuesday July 9 at the study session in Santa Clara and have attached a letter of support, as well as, pasted it below...just in case.

Thank you again for your time and consideration,
cooperatively yours,
suelopez
Arizmendi Association of Cooperatives
and Arizmendi baker.

June 14, 2019

Mayor and City Council

1500 Warburton Ave
Santa Clara, CA 95050

Dear Mayor Gillmor, Councilmembers, and City Manager:

Thank you for taking the time to help support the growing worker cooperative movement. I am a member of the Arizmendi Association of Cooperatives in the Bay Area. I am both a founder and working baker at the 2nd Arizmendi Bakery (in San Francisco) opened in October 2000, as well as part of our Development Support Cooperative (DSC). The DSC team works within our Association familia and assists with development and support of our Arizmendi network. The Arizmendi Association of Cooperatives, founded in 1996, develops democratically run businesses whose worker-owners are in control of their livelihood. The first Arizmendi Bakery opened in Oakland in 1997, with a production model based on the Cheese Board in Berkeley, which generously donated its recipes and know-how to the project. There are now six thriving bakeries in the Bay Area with approximately 175 baker owners. In 2016, on the heels of our 20th Anniversary, the Arizmendi Association began to diversify our cooperative family beyond bakeries. Root Volume, a landscaping design/build cooperative, and Arizmendi Construction, a construction cooperative, are the first two in what we hope will be many cross-industry cooperative businesses. Other projects in development include a bookkeeping collective and an ADU pilot project which is still in the works.

The Arizmendi Association mission is to:

- Assure opportunities for workers' control of their livelihood with fairness and equality for all
- Develop as many dignified, decently paid (living "wage" or better) work opportunities as possible through the development of new cooperatives
- Promote cooperative economic democracy as a sustainable and humane option for our society
- Create work environments that foster profound personal as well as professional growth
- Exhibit excellence in production and serving our local communities
- Provide continuing technical, educational and organizational support and services to member cooperatives
- Seek to link with other cooperatives for mutual support, and to
- Provide information and education to the larger community about cooperatives

I have been excitedly following the conversion of Santa Clara's A Slice of New York for years. As a fellow food service worker, and worker cooperative supporter and developer (aka: cheerleader #1), I was emboldened by Kirk and Marguerite's decision to transition their family business into a worker cooperative with a group of dedicated workers that they had cultivated a wonderful AND successful work environment with.

This generosity of spirit echoed the genesis of the Cheese Board Collective in Berkeley in the late 1960s when the partner owners at the time sold the business

back to their small group of workers and converted to a worker owned cooperative. Elizabeth, one of the two founders, continued baking with the Cheese Board until her retirement a few years ago (into her mid-80s) and recently got to mark the Cheese Board's 50th anniversary along with her 60+ Cheese Board COWORKERS and over 100 Arizmendi baker co-workers. It is this kind of dedication and hard work that can help build a healthier community of businesses that help support each other internally and externally. The impact of this work does not stop at the bakery door but reverberates throughout the community at large in ways that keep people invested and engaged in their community.

The time is NOW... Besides assisting in the development of worker cooperatives from the ground up, there seems to be a unique opportunity to assist interested baby boomers in transitioning individually owned businesses to employee owned worker cooperatives. The best way to help this effort is to *inform* the cities, staff, and local community (residential and business) about what worker cooperatives are.

Why shutter a locally owned business after SO many years when it's time for retirement, if it is possible to sell your business back to the workers that have helped it thrive?

The Arizmendi Association is always in support of widening the scope of worker cooperatives and educating the public at large about the benefits of worker ownership is an essential part of this process. Please let me know how I can help your efforts for employee ownership options. I look forward to sharing this session with the larger community and other cities in the country.

On July 9th, after a full day of visiting my TWO new favorite South Bay Pizza shops, (both SONY locations!) I am excited to attend and participate in the session in Santa Clara. I fully support and endorse, and look forward to taking part in further educating the community on worker cooperatives and how they can provide additional solutions to the looming threat of our retiring baby boomers, the shuttering of our small businesses, and the growing inequalities in our workforce. Did I mention, ***the time is NOW***, these are challenging times, and we, collectively, need to help spread the word. *The idea of a democratic workplace should not be a radical one in an ideally democratic society, no?*

Please do not hesitate to contact me if I can be of any further assistance (besides all the cheerleading, that is).

Cooperatively yours,
suelopez
Arizmendi Association of Cooperatives
and Arizmendi baker...

<https://arizmendi.coop/>

June 14, 2019

Mayor and City Council
1500 Warburton Ave
Santa Clara, CA 95050

Dear Mayor Gillmor, Councilmembers, and City Manager:

Thank you for taking the time to help support the growing worker cooperative movement. I am a member of the Arizmendi Association of Cooperatives in the Bay Area. I am both a founder and working baker at the 2nd Arizmendi Bakery (in San Francisco) opened in October 2000, as well as part of our Development Support Cooperative (DSC). The DSC team works within our Association familia and assists with development and support of our Arizmendi network. The Arizmendi Association of Cooperatives, founded in 1996, develops democratically run businesses whose worker-owners are in control of their livelihood. The first Arizmendi Bakery opened in Oakland in 1997, with a production model based on the Cheese Board in Berkeley, which generously donated its recipes and know-how to the project. There are now six thriving bakeries in the Bay Area with approximately 175 baker owners. In 2016, on the heels of our 20th Anniversary, the Arizmendi Association began to diversify our cooperative family beyond bakeries. Root Volume, a landscaping design/build cooperative, and Arizmendi Construction, a construction cooperative, are the first two in what we hope will be many cross-industry cooperative businesses. Other projects in development include a bookkeeping collective and an ADU pilot project which is still in the works.

The Arizmendi Association mission is to:

- Assure opportunities for workers' control of their livelihood with fairness and equality for all
- Develop as many dignified, decently paid (living "wage" or better) work opportunities as possible through the development of new cooperatives
- Promote cooperative economic democracy as a sustainable and humane option for our society
- Create work environments that foster profound personal as well as professional growth
- Exhibit excellence in production and serving our local communities
- Provide continuing technical, educational and organizational support and services to member cooperatives
- Seek to link with other cooperatives for mutual support, and to
- Provide information and education to the larger community about cooperatives

I have been excitedly following the conversion of Santa Clara's A Slice of New York for years. As a fellow food service worker, and worker cooperative supporter and developer (aka: cheerleader #1), I was emboldened by Kirk and Marguerite's decision to transition their family business into a worker cooperative with a group of dedicated workers that they had cultivated a wonderful AND successful work environment with.

This generosity of spirit echoed the genesis of the Cheese Board Collective in Berkeley in the late 1960s when the partner owners at the time sold the business back to their

small group of workers and converted to a worker owned cooperative. Elizabeth, one of the two founders, continued baking with the Cheese Board until her retirement a few years ago (into her mid-80s) and recently got to mark the Cheese Board's 50th anniversary along with her 60+ Cheese Board COWORKERS and over 100 Arizmendi baker co-workers. It is this kind of dedication and hard work that can help build a healthier community of businesses that help support each other internally and externally. The impact of this work does not stop at the bakery door but reverberates throughout the community at large in ways that keep people invested and engaged in their community.

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Cooperatively yours,
suelopez
Arizmendi Association of Cooperatives
and Arizmendi baker...

<https://arizmendi.coop/>

From: [Mayor and Council](#)
To: [Mayor and Council](#); [Robyn Sahid](#); [Nadine Nader](#); [Deanna Santana](#)
Cc: [Kathleen McGraw](#); [Martha Martinez](#); [Jose Armas](#)
Subject: FW: Letter of Support for Worker-Cooperatives and A Slice of NY
Date: Monday, June 17, 2019 9:16:16 AM
Attachments: [Letter to Santa Clara.pdf](#)
[image001.png](#)

Good morning:

The Mayor and Council Offices' general inbox received the attached support letter for worker cooperatives from Foresta Sieck-Hill on behalf of the Network of Bay Area Worker Cooperatives. This has been forwarded to the City Council for their reference.

Cordially,

GENEVIEVE YIP

Mayor & Council Offices | City of Santa Clara
1500 Warburton Avenue, Santa Clara, CA 95050
Tel: 408-615-2253 | www.santaclaraca.gov



From: Foresta <foresta@nobawc.org>
Sent: Friday, June 14, 2019 4:30 PM
To: Mayor and Council <MAYORANDCOUNCIL@SantaClaraCA.gov>; Manager <Manager@santaclaraca.gov>; cityclerk@santaclaraca.gov; coop@asliceofny.com
Subject: Letter of Support for Worker-Cooperatives and A Slice of NY

Hello,

Please find attached our letter of support coming up to the Study Session on July 9th.

Best,

Foresta

--

Foresta Sieck-Hill
Administrative Coordinator, NoBAWC
Network of Bay Area Worker Cooperatives
www.nobawc.org

NoBAWC is dedicated to helping build the worker cooperative movement in the San Francisco Bay Area and beyond.

Network of Bay Area Worker Cooperatives

P.O. Box 3246, Oakland, CA 94609 · (510) 736-2667 · www.nobawc.org · info@nobawc.org

June 12, 2019

Mayor and City Council

1500 Warburton Ave

Santa Clara, CA 95050

Dear Mayor Gillmor, Councilmembers, and City Manager,

I work with the Network of Bay Area Worker Cooperatives. NoBAWC is a grassroots organization of democratic workplaces dedicated to building workplace democracy in the San Francisco Bay Area and beyond.

Our organization has been following the conversion of Santa Clara's A Slice of New York. As you know this pizza shop is the only retail worker-cooperative in the South Bay. We work with businesses forming worker-cooperatives, converting to worker-cooperatives, and functioning worker-cooperatives and one of the biggest opportunities we see is the transitioning of individually owned businesses to employee owned worker-cooperatives. The best way to further this effort is to inform the cities, staff, and local community about what worker-cooperatives are. When we hear you are hosting a Council Study Session in July, we were very excited.

NoBAWC is extremely supportive of this effort. Please let me know how we can help your efforts for employee ownership options. We look forward to sharing this session with the larger community and other cities in the country.

We look forward to attending and participating the session on July 9th.

Sincerely, zfdg

Foresta Sieck-Hill

Staff Person

Network of Bay Area Worker Cooperatives

From: [Mayor and Council](#)
To: [Mayor and Council](#); [Robyn Sahid](#); [Nadine Nader](#); [Deanna Santana](#)
Cc: [Kathleen McGraw](#); [Martha Martinez](#); [Jose Armas](#)
Subject: FW: Santa Clara Worker Cooperative Study Session (7/9) Letter of Support
Date: Monday, June 17, 2019 9:18:43 AM
Attachments: [Sustainable Economies Law Center letter of support.pdf](#)
[image001.png](#)

Good morning:

The Mayor and Council Offices' general inbox received the attached letter of support for worker cooperatives from the Sustainable Economies Law Center. This been forwarded to the City Council for their reference.

Cordially,

GENEVIEVE YIP | Staff Analyst
Mayor & Council Offices | City of Santa Clara
1500 Warburton Avenue, Santa Clara, CA 95050
Tel: 408-615-2253 | www.santaclaraca.gov



From: Yassi Eskandari-Qajar <yassi@theselc.org>
Sent: Friday, June 14, 2019 5:03 PM
To: Mayor and Council <MAYORANDCOUNCIL@SantaClaraCA.gov>; Manager <Manager@santaclaraca.gov>; cityclerk@santaclaraca.gov; coop@asliceofny.com
Subject: Santa Clara Worker Cooperative Study Session (7/9) Letter of Support

Dear Mayor Gillmor, Santa Clara City Council Members, and City Manager:

Please see attached for the Sustainable Economies Law Center's letter of support for worker cooperatives as an economic development strategy.

Thank you,
Yassi Eskandari

Yassi Eskandari
Attorney & Policy Director
[Sustainable Economies Law Center | theselc.org](http://theselc.org)
Direct: (805) 637-2734 | SELC: (510) 398-6219
Legal education, research, advice, and advocacy for more just and resilient economies.

June 14, 2019

Mayor and City Council
1500 Warburton Ave
Santa Clara, CA 95050

Dear Mayor Gillmor, Councilmembers, and City Manager:

I work with the Sustainable Economies Law Center, a nonprofit that focuses on worker cooperatives as an economic development tool. Indeed, it is our mission to cultivate a new legal landscape that supports community resilience and grassroots economic empowerment. The Law Center has been a key force behind the City of Berkeley's decision to support worker cooperative development, and we are happy to offer our support to the City of Santa Clara as well.

(https://www.theselc.org/berkeley_sets_the_bar_for_municipal_support_of_worker_cooperatives)

Our organization provided legal support for the conversion of Santa Clara's A Slice of New York, which is the only retail worker cooperative in the South Bay. It's time to change that!

One of the biggest opportunities we see today is with the transitioning of conventionally-owned businesses to employee-owned worker cooperatives. The best way to further this effort is to inform the city, staff, and local community (residential and business) about what worker cooperatives are, and to follow suit with appropriate technical support. We're thrilled that the City of Santa Clara is taking important first steps to explore this economic development strategy.

We look forward to attending and participating in the session on July 9th, and please know that you have our full support and endorsement in further educating the community on worker cooperatives and how they can provide additional solutions to the looming threat of our retiring baby boomers, the loss of our small businesses, and the growing inequalities in our workforce. These are challenging times, and we need to inform our local businesses on the many options they have, and the worker cooperative business model is a good one!

Again, let me know how we can help, and thank you for your leadership.

Sincerely,
Yassi Eskandari, Esq.
Policy Director and Board President
Sustainable Economies Law Center

EMAIL:
mayorandcouncil@santaclaraca.gov
manager@santaclaraca.gov
cityclerk@santaclaraca.gov
coop@asliceofny.com

From: [Mayor and Council](#)
To: [Robyn Sahid](#); [Nadine Nader](#); [Deanna Santana](#)
Cc: [Simrat Dhadli](#); [Kathleen McGraw](#); [Martha Martinez](#); [Jose Armas](#)
Subject: FW: Cooperative Study Session by the Council
Date: Wednesday, June 19, 2019 6:18:43 PM
Attachments: [IMG_1017.JPG](#)
[image001.png](#)

Good afternoon:

The Mayor and Council Offices' general inbox received the attached letter of support for worker cooperatives from Mr. Art Maurice (President of the Cory Neighborhood Association). This been forwarded to the City Council for their reference.

Cordially,

GENEVIEVE YIP | Staff Analyst
Mayor & Council Offices | City of Santa Clara
1500 Warburton Avenue, Santa Clara, CA 95050
Tel: 408-615-2253 | www.santaclaraca.gov



From: art maurice <amaurice@yahoo.com>
Sent: Tuesday, June 18, 2019 4:31 PM
To: Mayor and Council <MAYORANDCOUNCIL@SantaClaraCA.gov>; Manager <Manager@santaclaraca.gov>; cityclerk@santaclaraca.gov; coop@sliceofny.com
Subject: Cooperative Study Session by the Council

Dear Mayor Gillmor, Councilmembers, and City Manager,

I am personally sending you all a letter of thanks for setting up a study session on Cooperatives. I think this will be a valuable class for the city, the residents, and the business community and I'm looking forward to being in the session in July. Attached is a copy of the letter.

Sincerely,
Art Maurice
President, Cory Neighborhood Association

June 18, 2019

Mayor and City Council
1500 Warburton Ave
Santa Clara, CA 95050

Dear Mayor Gillmor, Councilmembers, and City Manager:

As President of the Cory Neighborhood Association Board and behave of the Cory neighborhood, the community next to A Slice of New York. Our organization has been following the conversion of Santa Clara's A Slice of New York for some time now.

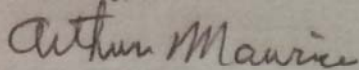
As you know, this pizza shop is the only retail worker cooperative in the South Bay. We are very supportive of our local businesses and order from them occasionally for our board meetings, and even once at our General Meeting. We want to see businesses like this stay in our community. Employee ownership models can help with this.

We have recently learned one of the biggest opportunities today is with the transitioning of individually owned businesses to employee owned worker cooperatives. And the best way to further this effort is to inform the cities, staff, and local community (residential and business) about what worker cooperatives are. When we heard you were hosting a Council Study Session in July, we were very excited!

The Cory Neighborhood Association is extremely supportive of this effort. Please know you have our full support and endorsement in further educating the community on worker cooperatives and how they can provide additional solutions to the looming threat of our retiring baby boomers, the loss of our small businesses, and the growing inequalities in our workforce. These are challenging times, and we need to inform our local businesses on the many options they have, and the worker cooperative business model is a good one!

Please reach out to me if we can help in any way and thank you for your leadership!

Sincerely,



Art Maurice
President, Cory Neighborhood Association

EMAIL:

mayorandcouncil@santaclaraca.gov
manager@santaclaraca.gov
cityclerk@santaclaraca.gov
coop@asliceofny.com

From: [Mayor and Council](#)
To: [Mayor and Council](#); [Robyn Sahid](#); [Nadine Nader](#); [Deanna Santana](#)
Cc: [Simrat Dhadli](#); [Kathleen McGraw](#); [Martha Martinez](#); [Jose Armas](#)
Subject: FW: Letter of Support for the July 9, 2019 worker-cooperative business model study session
Date: Thursday, June 20, 2019 5:30:07 PM
Attachments: [Letter of Support for July 9, 2019 Worker-Cooperative Model Study Session.pdf](#)
[image001.png](#)

Hi there:

The Mayor and Council Offices' general inbox received the attached letter of support for worker cooperatives from Mr. David Brown (representative from Co-op Santa Cruz). This been forwarded to the City Council for their reference.

Cordially,

GENEVIEVE YIP | Staff Analyst
Mayor & Council Offices | City of Santa Clara
1500 Warburton Avenue, Santa Clara, CA 95050
Tel: 408-615-2253 | www.santaclaraca.gov



From: The Hub For Sustainable Transportation <thehubboard@gmail.com>
Sent: Thursday, June 20, 2019 2:21 PM
To: Mayor and Council <MAYORANDCOUNCIL@SantaClaraCA.gov>
Subject: Letter of Support for the July 9, 2019 worker-cooperative business model study session

Dear Mayor Gillmor and Members of the City Council:

The attached letter comes to you on behalf of Co-op Santa Cruz (Co-op SC) in appreciation for your Council's decision to hold a worker-cooperative business model study session on July 9, 2019. Employee-owned business models have seen tremendous growth in recent years and cities are increasingly considering supportive policies that encourage the growth of this small business ecosystem segment. The benefits of worker-ownership to local economies are clear. Worker-owned businesses enjoy greater stability and growth, higher wages than their industry peers, and commitment to their local communities.

As a community of interest that advocates for a more inclusive economy, Co-op SC has seen the very impactful benefits of this model, particularly for low and middle-income members of the workforce. We have watched with excitement as the City of Berkeley developed an ordinance favorable to cooperative development. We believe, that if brought to scale, worker-ownership can be a key ingredient for inclusive and equitable economic development in the City of Santa Clara.

Thank you very much for the leadership your Council is modelling on this growing small business sector. Employee-ownership is a path toward living wages and

fulfilling careers for people in many traditionally under valued professions. Your openness to learning more about and thus raising awareness of this model signals your concern for the wellbeing of lower and middle-income people in the City of Santa Clara. For that, we are very appreciative. Co-op SC is initiating dialogue with local jurisdictions within Santa Cruz County and we are committed to having your discussions and resulting community impact of this session inform our work to partner with municipalities in Santa Cruz.

On behalf of Co-op Santa Cruz,

David Brown

831-227-1661 cell/text

Co-op-sc@googlegroups.com

dave831brown@gmail.com

Date: June 20, 2019

Attn: City of Santa Clara Mayor and City Council
City of Santa Clara, City Hall
1500 Warburton Avenue
Santa Clara, CA 95050

Dear Mayor Gillmor and Members of the City Council:

This letter comes to you from Co-op Santa Cruz (Co-op SC) in appreciation for your Council's decision to hold a worker-cooperative business model study session on July 9, 2019. Employee-owned business models have seen tremendous growth in recent years and cities are increasingly considering supportive policies that encourage the growth of this small business ecosystem segment. The benefits of worker-ownership to local economies are clear. Worker-owned businesses enjoy greater stability and growth, higher wages than their industry peers, and commitment to their local communities.

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On behalf of Co-op Santa Cruz,



David Brown
831-227-1661 cell/text
Co-op-sc@googlegroups.com

From: [Mayor and Council](#)
To: [Mayor and Council](#); [Robyn Sahid](#); [Nadine Nader](#); [Deanna Santana](#)
Cc: [Simrat Dhadli](#); [Kathleen McGraw](#); [Martha Martinez](#); [Jose Armas](#)
Subject: FW: Letter of Support for Workers Coop Study Session
Date: Wednesday, June 26, 2019 1:44:56 PM
Attachments: [Letter of Support Workers Coop.pdf](#)
[image001.png](#)

Good afternoon:

The Mayor and Council Offices' general inbox received the attached letter of support for worker cooperatives from Santa Clara Chamber President/CEO Nick Kaspar. This been forwarded to the City Council for their reference.

Cordially,

GENEVIEVE YIP | Staff Analyst
Mayor & Council Offices | City of Santa Clara
1500 Warburton Avenue, Santa Clara, CA 95050
Tel: 408-615-2253 | www.santaclaraca.gov



From: Nick Kaspar <nick.kaspar@santaclarachamber.com>
Sent: Wednesday, June 26, 2019 12:59 PM
To: Mayor and Council <MAYORANDCOUNCIL@SantaClaraCA.gov>
Subject: Letter of Support for Workers Coop Study Session

Hello Mayor and Council,

Please find the letter of support for the study session on Workers Coops held on July 9th. I look forward to attending and participating at the meeting.

Thank you,

Nick Kaspar | President/CEO
Silicon Valley Central Chamber of Commerce
Phone: (408) 940-5147 Email: nick.kaspar@santaclarachamber.com



Advocate • Educate • Connect

Mayor and City Council
City Hall
1500 Warburton Ave
Santa Clara, CA 95050

Re: Study Session on Worker Cooperatives

Dear Mayor Gillmor and Councilmembers,


On behalf of the Silicon Valley Central Chamber of Commerce, formerly the Santa Clara Chamber of Commerce, we are proud to SUPPORT the Study Session on the worker cooperatives structure as a business structure.

While we realize this is one option out of many successful business structures, worker cooperatives are uncommon and often unknown in this region making education on worker cooperatives ever so important. We appreciate the City of Santa Clara leveraging its reach to inform businesses on alternative business structures and we would encourage more collaboration to further inform the public on business matters.

Please know that you have our support in further educating the community on worker cooperatives and how they can provide additional solutions for business owners looking to step away from their business without closing their doors.

We look forward to attending on July 9th and participating in the study session.

Sincerely,



Nick Kaspar
President/CEO
Silicon Valley Central Chamber of Commerce



Agenda Report

19-575

Agenda Date: 7/9/2019

REPORT TO COUNCIL

SUBJECT

Recognition of Outgoing Commissioners/Committee Members for the Cultural, Historical and Landmarks, and Parks & Recreation Commissions and Housing Rehabilitation Loan Committee

BACKGROUND

Council Policy 003 - Guidelines for Recognition of Volunteers, Community Leaders and Outstanding Citizens, includes the recognition of Commissioners who have served on a City Commission. Past City practice has been to recognize outgoing Commissioners for their years of service at a Council meeting (attachment 1).

DISCUSSION

As a Special Order of Business, the Mayor and Council will recognize the following former Commission/Committee members for their years of service.

<u>Commissions/Committee</u>	<u>Member</u>	<u>Term Years</u>
Cultural Commission	Loretta Beavers	2010-2019
Historical and Landmarks Commission	Nancy Biagini	2017-2019
Historical and Landmarks Commission	Priya Cherukuru	2015-2019
Housing Rehabilitation Loan Committee	Bianca Wilczoch	2012-2019
Parks & Recreation Commission	Tino Silva	2011-2019

In addition to the outgoing commissioners above, Housing Rehabilitation Loan Committee Member Father Michael L. Ferrito has served from 2016-2019. Due to his move out of the area, he is unable to attend. However, he has been notified that his recognition items will be mailed to him.

FISCAL IMPACT

There is no fiscal impact other than staff time.

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: Nora Pimentel, Assistant City Clerk

Approved by: Deanna J. Santana, City Manager

ATTACHMENT

1. Council Policy 003 - Guidelines for Recognition of Volunteers, Community Leaders and Outstanding Citizens



GUIDELINES FOR RECOGNITION OF VOLUNTEERS, COMMUNITY LEADERS, AND OUTSTANDING CITIZENS

POLICY

The City Council may award certificates, tiles, plaques of appreciation, City medallions, or other items to recognize a volunteer, community leader, or outstanding citizen who has provided a significant service to the City.

PROCEDURE

Awards are authorized by the City Council according to the following guidelines:

1. **City Medallions** shall be awarded to:
 - ◆ Outstanding citizens at the discretion of the City Council.
2. **Engraved Clocks** shall be awarded to:
 - ◆ Council Members who have served one or more terms, upon leaving office.
3. **Special Engraved Plaques**
 - ◆ Council Members who have served one or more terms as Council Member, and one or more terms as Mayor, upon leaving office.
4. **Appreciation Plaques** “The City of Santa Clara is a great City because of the efforts of people like you” shall be awarded to:
 - ◆ Outgoing Council Members and other elected officials.
 - ◆ Commissioners who have served one or more terms.
 - ◆ Youth Commissioners who have served four one-year terms.
 - ◆ Volunteer Fire and Volunteer Police Reserves upon their retirement.
 - ◆ Outstanding citizens who are deserving of special recognition, who have voluntarily served the City in an extraordinary capacity on a single occasion (.g., Olympic medallists) or in a special capacity over an extended period of time* (e.g., as a member of a standing committee). Awards in this category are at the discretion of the City Council and are considered individually.
5. **Small Presentation Items (e.g. tiles, paperweights, etc.)** shall be awarded to:
 - ◆ Commissioners who have served less than one term, but have attended at least one year of Commission meetings
 - ◆ Youth Commissioners who have served at least one but less than



GUIDELINES FOR RECOGNITION OF VOLUNTEERS, COMMUNITY LEADERS, AND OUTSTANDING CITIZENS (cont.)

four one-year terms.

- ◆ Volunteers and community leaders who have served in a special capacity on a limited basis; for example, one who has worked on a short term committee, or who has organized a single event. Awards in this category are at the discretion of the City Council and are considered individually.

6. **Framed Letters of Appreciation Signed by the entire City Council** shall be awarded to:

- ◆ All Outgoing City Council Members.
- ◆ Outgoing Commissioners who have served one or more terms.
- ◆ Other outgoing elected officials.

7. **Framed Letters of Appreciation Signed by the Mayor** shall be awarded to:

- ◆ Commissioners who have served less than one term.

8. **Framed Certificates of Appreciation signed by the Mayor** shall be awarded to:

- ◆ Those individuals receiving small presentation items.
- ◆ Commissioners who have attended less than one year of Commission meetings.
- ◆ Participants in special municipal events, projects or programs (i.e. Arbor Day, Public Safety Providers Week, City contests)

Reference:

***Per Council approval September 2003
Naming of Facilities Policy, August 2003***

**** e.g., The Neil Henry Volunteer Recognition Award, established by City Council in July 2003.***



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
[@SantaClaraCity](https://twitter.com/SantaClaraCity)

Agenda Report

19-530

Agenda Date: 7/9/2019

REPORT TO COUNCIL

SUBJECT

Council and Authorities Concurrent Meeting Minutes of June 4, 2019

RECOMMENDATION

Note and file the Council and Authorities Meeting Minutes of June 4, 2019.

City of Santa Clara



Draft

Meeting Minutes

Council and Authorities Concurrent Meeting

Call and Notice of Special

Santa Clara Stadium Authority Meeting

06/04/2019

3:30 PM

City Hall Council Chambers
1500 Warburton Avenue
Santa Clara, CA 95050

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 Governing Board of the Stadium Authority to commence and convene on June 4, 2019, at 5:00 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.

3:30 PM CLOSED SESSION

Call to Order in the Council Chambers

Mayor Gillmor called the Closed Session to order at 3:31 PM.

Confirmation of Quorum

Assistant City Clerk Pimentel confirmed a quorum.

Public Comment

None.

- [19-703](#) Conference with Labor Negotiators (CC)
Pursuant to Gov. Code § 54957.6
City representative: Deanna J. Santana, City Manager (or designee)
Employee Organization(s):
Unit #1 - Santa Clara Firefighters Association, IAFF, Local 1171
Unit #2 - Santa Clara Police Officer's Association
Unit #3 - IBEW Local 1245 (International Brotherhood of Electrical Workers)
Unit #4 - City of Santa Clara Professional Engineers
Units #5, 7 & 8 - City of Santa Clara Employees Association
Unit #6 - AFSCME Local 101 (American Federation of State, County and Municipal Employees)
Unit #9 - Miscellaneous Unclassified Management Employees
Unit #9A - Unclassified Police Management Employees
Unit #9B - Unclassified Fire Management Employees
Unit #10 - PSNSEA (Public Safety Non-Sworn Employees Association)
- [19-704](#) Conference with Legal Counsel-Existing Litigation (CC)
Pursuant to Gov. Code § 54956.9(d)(1)
City of Santa Clara v. Yumori Kaku, et al., California Court of Appeals, Sixth District (San Jose) Case No. H046105
- [19-706](#) Conference with Legal Counsel-Existing Litigation (CC)
Pursuant to Gov. Code § 54956.9(d)(1)
Gaffney, et al. v. City of Santa Clara, United States District Court, Northern District of California Case No. 5:18-cv-06500 NC
- [19-707](#) Conference with Legal Counsel-Existing Litigation (CC)
Pursuant to Gov. Code § 54956.9(d)(1)
Lo, et al., v. City of Santa Clara, et al., United States District Court, Northern District of California Case No. 5:18-cv-03153 NC

Convene to Closed Session (Council Conference Room)

5:00 PM COUNCIL REGULAR MEETING AND SPECIAL STADIUM AUTHORITY MEETING

Call to Order

Mayor Gillmor called the Regular Meeting to order at 5:21 PM.

Pledge of Allegiance and Statement of Values

Roll Call

Present: 6 - Vice Mayor/Chair Patricia M. Mahan, Council/Boardmember Teresa O'Neill, Council/Boardmember Kathy Watanabe, Council/Boardmember Karen Hardy, Council/Boardmember Raj Chahal, and Mayor/Chairperson Lisa M. Gillmor

Absent: 1 - Council/Boardmember Debi Davis

A motion was made by Council/Boardmember Watanabe, seconded by Vice Mayor/Chair Mahan, to excuse Council/Boardmember Davis from the meeting.

Aye: 6 - Vice Mayor/Chair Mahan, Council/Boardmember O'Neill, Council/Boardmember Watanabe, Council/Boardmember Hardy, Council/Boardmember Chahal, and Mayor/Chairperson Gillmor

Absent: 1 - Council/Boardmember Davis

1. [19-303](#) Overview of Current Caltrans Programs in Santa Clara County

Tony Tavares (Caltrans District 4 Director) presented a PowerPoint.

Public Speaker(s): Public Speakers (2)

2. [19-701](#) Update on Voter approved Measure N Work Plan and Charter Review Committee appointment process relating to District Elections

Recommendation: Accept revised work plan for the potential placement of Charter Amendment language on the March 3, 2020 primary election ballot related to electing Councilmembers by district.

City Clerk Haggag presented the staff report.

City Clerk Haggag noted that if any Councilmembers' districts do not receive any applications for their district, the Councilmember from that district will need to appoint a community member from their district.

A motion was made by Vice Mayor Mahan, seconded by Councilmember O'Neill, to accept the revised work plan for the potential placement of Charter Amendment language on the March 3, 2020 primary election ballot related to electing Councilmembers by district.

Aye: 6 - Vice Mayor Mahan, Councilmember O'Neill, Councilmember Watanabe, Councilmember Hardy, Councilmember Chahal, and Mayor Gillmor

Excused: 1 - Councilmember Davis

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

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

CONTINUANCES/EXCEPTIONS

A motion was made by Councilmember Chahal, seconded by Councilmember Watanabe, to move Item 19-457 following Special Order of Business.

Aye: 6 - Vice Mayor Mahan, Councilmember O'Neill, Councilmember Watanabe, Councilmember Hardy, Councilmember Chahal, and Mayor Gillmor

Excused: 1 - Councilmember Davis

SPECIAL ORDER OF BUSINESS

3.A [19-708](#) Recognition of William G. Kelly, Fire Chief

Mayor Gillmor presented retiring **Fire Chief Kelly** with a proclamation on behalf of the City for 34 years of service.

3.B [19-627](#) Recognition of the NorCal Girls Fire Camp held at Santa Clara Fire Department on May 4 and May 5, 2019

Fire Chief Kelly introduced **Fire Captain Panko** gave a verbal presentation and presented a video on the NorCal Girls Fire Camp held in Santa Clara.

3.C [19-631](#) Recognition of the "Every 15 Minutes" Planning Committee

3.D [19-659](#) Proclamation of Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ) Pride Month

Public Speaker(s): Anthony Becker

[19-457](#) Update and Direction to Staff on the Parade of Champions Non-Profit Status and Fundraising Efforts

Recommendation: Staff has no recommendation; however, if there is direction to prepare to fund this event, staff requests to return on June 25 2019 with the appropriate action to fund the City's portion of sponsorship from the Budget Stabilization Fund.

Public Speaker(s): Ana Vargas-Smith
Mary Grizzle
Nancy Biagini

A motion was made by Vice Mayor Mahan, seconded by Councilmember Hardy, to direct the City Manager to allocate \$70,000 for sponsorship of the Parade of Champions event on September 28, 2019.

Aye: 6 - Vice Mayor Mahan, Councilmember O'Neill, Councilmember Watanabe, Councilmember Hardy, Councilmember Chahal, and Mayor Gillmor

Excused: 1 - Councilmember Davis

CONSENT CALENDAR

A motion was made by Councilmember/Boardmember O'Neill, seconded by Vice Mayor/Vice Chair Mahan, to approve the Consent Calendar.

Aye: 6 - Vice Mayor/Chair Mahan, Council/Boardmember O'Neill, Council/Boardmember Watanabe, Council/Boardmember Hardy, Council/Boardmember Chahal, and Mayor/Chairperson Gillmor

Excused: 1 - Council/Boardmember Davis

4.A [19-028](#) Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:
Historical and Landmarks Commission - February 7, 2019
Planning Commission Revised - March 13, 2019
Historical and Landmarks Commission - April 4, 2019
Youth Commission - April 9, 2019
Parks & Recreation Commission - April 16, 2019
Senior Advisory Commission - April 22, 2019

A motion was made by Councilmember O'Neill, seconded by Vice Mayor Mahan, to approve staff recommendation.

4.B [19-525](#) Action on Bills and Claims Report (CC) for the period April 26th - May 9th

Recommendation: Approve the list of Bills and Claims for April 26, 2019 - May 9, 2019.

A motion was made by Councilmember O'Neill, seconded by Vice Mayor Mahan, to approve staff recommendation.

4.C [19-141](#) Action on the Fiscal Operation of the Santa Clara Golf and Tennis Club Report for the 2nd quarter ended December 31, 2018

Recommendation: Note and file the Status Report for the Fiscal Operation of the Santa Clara Golf and Tennis Club for the second quarter ended December 31, 2018.

A motion was made by Councilmember O'Neill, seconded by Vice Mayor Mahan, to approve staff recommendation.

- 4.D [19-356](#) Action on Monthly Financial Status and Investment Reports for March 2019 and Approve Various Budget Amendments

Recommendation: Note and file the Monthly Financial Status and Investment Reports for March 2019 as presented and approve various Budget Amendments.

A motion was made by Councilmember O'Neill, seconded by Vice Mayor Mahan, to approve staff recommendation.

- 4.E [19-431](#) Action on a Resolution Acknowledging Receipt by City Council of a State-Mandated Compliance Report on Required Annual Fire Inspections of Certain Occupancies

Recommendation: Adopt a Resolution acknowledging receipt of a report made by the Fire Chief of the Santa Clara Fire Department regarding the inspection of certain occupancies requiring annual inspections in such occupancies pursuant to sections 13146.2 and 13146.3 of the California Health and Safety Code.

A motion was made by Councilmember O'Neill, seconded by Vice Mayor Mahan, to adopt Resolution No. 19-8712 acknowledging receipt of a report made by the Fire Chief of the Santa Clara Fire Department regarding the inspection of certain occupancies requiring annual inspections in such occupancies pursuant to sections 13146.2 and 13146.3 of the California Health and Safety Code.

- 4.F [19-673](#) Action on a Resolution to Approve and Adopt the 27 Separate Salary Schedules for Classified and Unclassified Positions for the Period of 2012-2019 Per California Code of Regulations 570.5

Recommendation: Adopt a Resolution to approve and adopt the 27 salary schedules for unclassified and classified positions for the period of 2012-2019 in accordance with California Code of Regulations 570.5.

A motion was made by Councilmember O'Neill, seconded by Vice Mayor Mahan, to adopt Resolution No. 19-8713 to approve and adopt the 27 salary schedules for unclassified and classified positions for the period of 2012-2019 in accordance with California Code of Regulations 570.5.

- 4.G** [19-479](#) Action on Amendment No. 1 to the Agreement with Sedgwick Claims Management Services, Inc., for Third Party Administrator (TPA) Services in Support of the City's Self-Insured Workers' Compensation Program

Recommendation: Authorize the City Manager to execute Amendment No. 1 to the Agreement with Sedgwick Claims Management Services, Inc. to extend the term of the agreement by one year ending June 30, 2020.

A motion was made by Councilmember O'Neill, seconded by Vice Mayor Mahan, to approve staff recommendation.

- 4.H** [19-684](#) Action on Adoption of Ordinance No. 2001 Approving the Raymond G. Gamma Dog Park Schematic Design Update with Synthetic Turf in Accordance with City Charter Section 714.1

Recommendation: Adopt Ordinance No. 2001 Approving the Raymond G. Gamma Dog Park Schematic Design Update with Synthetic Turf in Accordance with City Charter Section 714.1.

A motion was made by Councilmember O'Neill, seconded by Vice Mayor Mahan, to adopt Ordinance No. 2001 approving the Raymond G. Gamma Dog Park Schematic Design Update with Synthetic Turf in accordance with City Charter Section 714.1.

- 4.I** [19-532](#) Action on Amendment No. 1 to the Agreement with Business Recovery Services, Inc. dba Bank Up Corporation for Remittance Processing and Utility Payment Lockbox Services to extend the term and increase compensation

Recommendation: 1. Authorize the City Manager to execute Amendment No. 1 to the Agreement with Business Recovery Services, Inc. dba Bank Up Corporation for Remittance Processing and Utility Payment Lockbox Services to extend the term of the agreement by two years ending on June 30, 2021 and increase compensation by \$84,000 for a total maximum not-to-exceed amount of \$214,000.
2. Authorize the City Manager to execute amendments over the amended term of the contract not-to-exceed \$10,000 as contingency, in the event actual usage exceeds estimated usage, subject to the appropriation of funds.

A motion was made by Councilmember O'Neill, seconded by Vice Mayor Mahan, to approve staff recommendation.

- 4.J [19-563](#) Action on Approving SVP's Continuing Sponsorship of Annual Events and Activities and Delegation of Authority to City Manager to Approve Additional Sponsorships of up to \$10,000

Recommendation: 1. Approve Silicon Valley Power continuing annual sponsorship support of the events and activities listed in Attachment 2; and
2. Delegate authority to the City Manager to approve additional sponsorships of up to \$10,000 per event that meet the criteria set forth in this Report, and the formal process and application to be developed by SVP.

A motion was made by Councilmember O'Neill, seconded by Vice Mayor Mahan, to approve staff recommendation.

- 4.K [19-588](#) Action on an Amendment No. 2 to Agreement with Arini Geographics, LLC for Enterprise GIS Services to extend the term of the agreement

Recommendation: Approve Amendment No. 2 to the Agreement with Arini Geographics, LLC to extend the term by four months, from July 1, 2019 through October 31, 2019 and to modify the not to exceed amount to \$3,550,000 to provide Enterprise GIS services that includes data gathering, analysis, mapping, and reporting citywide to extend the term by four months, from July 1, 2019 through October 31, 2019 and to modify the not to exceed amount to \$3,550,000.

A motion was made by Councilmember O'Neill, seconded by Vice Mayor Mahan, to approve staff recommendation.

- 4.L [19-609](#) Adopt a Resolution approving the California Municipal Finance Authority's Issuance of Tax-Exempt Bonds for the Purpose of Refinancing Indebtedness of Santa Clara University

Recommendation: 1. Hold a Tax Equity and Fiscal Responsibility Act (TEFRA) public hearing for the issuance of up to \$4,900,000 in tax-exempt private-activity bonds by California Municipal Finance Authority (CMFA) for the benefit of Santa Clara University; and

2. Adopt a Resolution approving the issuance of the Bonds by the CMFA for the benefit of Santa Clara University as Borrower to refinance its indebtedness that was incurred to finance and refinance improvements and equipping of educational facilities and authorizing the City Manager to execute documents as necessary to facilitate the Borrower's refinancing.

A motion was made by Councilmember O'Neill, seconded by Vice Mayor Mahan, to (1) hold a Tax Equity and Fiscal Responsibility Act (TEFRA) public hearing for the issuance of up to \$4,900,000 in tax-exempt private-activity bonds by California Municipal Finance Authority (CMFA) for the benefit of Santa Clara University and (2) adopt Resolution No. 19-8714 approving the issuance of the Bonds by CMFA for the benefit of Santa Clara University as Borrower to refinance its indebtedness that was incurred due to finance and refinance improvements and equipping of educational facilities and authorizing the City Manager to execute documents as necessary to facilitate the Borrower's refinancing.

- 4.M [19-650](#) Action to Approve Resolution Approving the June 2019 Salary Setting Commission Additional Meeting Schedule

Recommendation: Adopt a Resolution approving the June 2019 Salary Setting Commission additional meeting dates.

A motion was made by Councilmember O'Neill, seconded by Vice Mayor Mahan, to adopt Resolution No. 19-8715 approving the June 2019 Salary Setting Commission additional meeting dates.

- 4.N [19-476](#) Action on Early Consideration of a General Plan Amendment from Right of Way to Medium Density Residential for the 2.47 Acre Property Located at 2330 Monroe Street (Affordable Housing Project)

Recommendation: City Council direct staff to continue processing the subject General Plan Amendment from Right of Way to Medium Density Residential for the 2.47 Acre Property located at 2330 Monroe Street.

A motion was made by Councilmember O'Neill, seconded by Vice Mayor Mahan, to approve staff recommendation.

Stadium Authority Consent Calendar

- 4.O [19-683](#) Action on an Agreement for Professional Services with KPMG, LLC to provide auditing services for the Santa Clara Stadium Authority

Recommendation: Approve and authorize the Executive Director to execute an agreement for professional services between the Santa Clara Stadium Authority and KPMG LLP to perform the annual financial audit for the Santa Clara Stadium Authority for FY 2018/19 and FY 2019/20 in the amount not-to-exceed \$208,000.

A motion was made by Boardmember O'Neill, seconded by Vice Chair Mahan, to approve staff recommendation.

- 4.P [19-601](#) Action on Bills and Claims for the months of March and April 2019

Recommendation: Approve the list of Bills and Claims for March and April 2019.

A motion was made by Boardmember O'Neill, seconded by Vice Chair Mahan, to approve staff recommendation.

PUBLIC PRESENTATIONS

Public Speaker expressed gratitude for inviting him to the City of Santa Clara Public Works Week event.

CONSENT ITEMS PULLED FOR DISCUSSION

None.

PUBLIC HEARING/GENERAL BUSINESS

5. [19-1609](#) Joint Study Session to Review Proposed FY 2019/20 and FY 2020/21 Biennial Operating Budget and Capital Improvement Program Budget Adjustments and Review the FY 2019/20 Convention Center Budget (City Council, Sports and Open Space Authority, Housing Authority and Public Facilities Financing Corporation)

Recommendation: Review and provide input on the Proposed FY 2019/20 and FY 2020/21 Biennial Operating Budget and Capital Improvement Program Budget Adjustments including the FY 2019/20 Proposed Convention Center Budget.

Director of Finance/Treasurer Kraetsch presented a PowerPoint and addressed Council questions.

Public Speaker(s): Debra von Huene
Public Speakers (2)

6. [19-709](#) Action on Councilmember O'Neill's Request Related to the City's Participation in an "Innovation Zone"

Recommendation: Staff makes no recommendation.

Councilmember O'Neill gave a verbal report.

A motion was made by Councilmember O'Neill, seconded by Vice Mayor Mahan, to direct staff to return on July 16 with more information.

Aye: 6 - Vice Mayor Mahan, Councilmember O'Neill, Councilmember Watanabe, Councilmember Hardy, Councilmember Chahal, and Mayor Gillmor

Excused: 1 - Councilmember Davis

7. [19-373](#) Council Consideration of Options for the Development of a Bicycle and Scooter Share Program for the Purpose of Establishing Regulations

Recommendation: Review and provide input on the overall bicycle and scooter share program.

Assistant Director of Public Works Liw gave a verbal presentation.

Public Speaker(s): Martin Fatooh
Public Speakers (2)

8. [19-095](#) Public Hearing: Adoption of a Resolution Overruling Protests and Ordering that the Alternative Method for the Levy of Benefit Assessment be Made Available to the Santa Clara Convention Center Maintenance District No. 183 (Not to be Heard prior to 7:00 PM)

Recommendation: Alternative 1:
Adopt a resolution overruling any other protests; and ordering that the alternative methods of levy of special benefit assessment be made applicable to the Santa Clara Convention Center Maintenance District No. 183, and approving, confirming and adopting the Director's Report for FY 2019/20.

Director of Public Works Mobeck presented the staff report.

A motion was made by Councilmember Watanabe, seconded by Councilmember O'Neill, to close the Public Hearing.

Aye: 6 - Vice Mayor Mahan, Councilmember O'Neill, Councilmember Watanabe, Councilmember Hardy, Councilmember Chahal, and Mayor Gillmor

Excused: 1 - Councilmember Davis

A motion was made by Councilmember Watanabe, seconded by Councilmember O'Neill, to adopt Resolution No. 19-8716 overruling any other protests; and ordering that the alternative methods of levy of special benefit assessment be made applicable to the Santa Clara Convention Center Maintenance District No. 183, and approving, confirming and adopting the Director's Report for FY 2019/20.

Aye: 6 - Vice Mayor Mahan, Councilmember O'Neill, Councilmember Watanabe, Councilmember Hardy, Councilmember Chahal, and Mayor Gillmor

Excused: 1 - Councilmember Davis

9. [19-238](#) Public Hearing: Adoption of a Resolution Overruling Protests and Ordering that the Alternative Method for the Levy of Benefit Assessment be Made Applicable to the City of Santa Clara Parking Maintenance District No. 122 - Franklin Square (Not to be Heard prior to 7:00 PM)

Recommendation: Alternative 1:
Adopt a Resolution overruling any protests and ordering that the alternative method for the levy of benefit assessment be made applicable to the City of Santa Clara Parking Maintenance District No. 122 and approving, confirming, and adopting the Director's Report for FY 2019/20.

Mayor Gillmor recused herself from this item due to a conflict of interest and left the dais.

Vice Mayor Mahan presided over this item.

Director of Public Works Mobeck presented the staff report.

A motion was made by Councilmember O'Neill, seconded by Councilmember Hardy, to close the Public Hearing.

Aye: 5 - Vice Mayor Mahan, Councilmember O'Neill, Councilmember Watanabe, Councilmember Hardy, and Councilmember Chahal

Excused: 1 - Councilmember Davis

Abstained: 1 - Mayor Gillmor

A motion was made by Councilmember O'Neill, seconded by Councilmember Hardy, to adopt Resolution No. 19-8717 overruling any protests and ordering that the alternative method for the levy of benefit assessment be made applicable to the City of Santa Clara Parking Maintenance District No. 122 and approving, confirming, and adopting the Director's Report for FY 2019/20.

Aye: 5 - Vice Mayor Mahan, Councilmember O'Neill, Councilmember Watanabe, Councilmember Hardy, and Councilmember Chahal

Excused: 1 - Councilmember Davis

Abstained: 1 - Mayor Gillmor

REPORTS OF MEMBERS AND SPECIAL COMMITTEES

Mayor Gillmor reported on behalf of Kirk Vartan that there will be a Cities for All Ages event at the Central Park Library on June 5, 2019 at 6:00 PM.

Councilmember O'Neill reported on her attendance at the Annual meeting of the NorthWest Public Power Association and retired **Chief Electric Utility Officer John Roukema** was awarded with a lifetime award.

Councilmember Watanabe reported on her attendance at New Hope Band's Annual Concert at Santa Clara High School.

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

City Manager Santana noted that there will be a Community Meeting in the North Santa Clara area regarding neighborhood impacts with Levi's Stadium on June 6, 2019 and that there is still time to sign up for Autonomous Vehicle test drive event on June 8, 2019. **City Manager Santana** also expressed gratitude for attendance at Public Works Week, Police Department open house, and Employee Appreciation Luncheon.

Councilmember O'Neill inquired with **City Manager Santana** about the landscaping pumping stations and noted that the vendor has been notified and will be assessing the landscaping.

[19-985](#) Tentative Meeting Agenda Calendar

[19-283](#) Monthly Update on City Council and Stadium Authority Staff Referrals

ADJOURNMENT

The meeting was adjourned at 9:04 PM in **memory of Melanie George** (Retired Santa Clara Unified School District Employee), **Donald "Don" Francis Lombardi** (Longtime Santa Clara Resident), **Bill Ray Pewitt** (Retired City of Santa Clara Parks & Recreation Department Employee), and the **Victims of the Shooting at the Virginia Beach Municipal Center in Virginia Beach, VA.**

A motion was made by Councilmember Hardy, seconded by Vice Mayor Mahan, to adjourn the meeting.

Aye: 6 - Vice Mayor Mahan, Councilmember O'Neill, Councilmember Watanabe, Councilmember Hardy, Councilmember Chahal, and Mayor Gillmor

Excused: 1 - Councilmember Davis

[19-733](#)

Adjournment of the June 4, 2019 City Council Meeting Post Meeting Material

The next regular scheduled meeting is on Tuesday evening, June 25, 2019 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.

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)

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."



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
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Agenda Report

19-766

Agenda Date: 7/9/2019

REPORT TO COUNCIL

SUBJECT

Governance and Ethics Committee Minutes of April 25, 2019

RECOMMENDATION

Approve the Governance and Ethics Committee minutes of April 25, 2019.



City of Santa Clara

Meeting Minutes

Governance and Ethics Committee

04/25/2019

3:00 PM

City Hall - Council Chambers
1500 Warburton Avenue
Santa Clara, CA 95050

CALL TO ORDER AND ROLL CALL

Present 3 - Member Teresa O'Neill, Member Debi Davis, and Lisa M. Gillmor

CONSENT CALENDAR

1. [19-198](#) Governance Committee Minutes of April 23, 2018

Recommendation: Approve the Governance Committee minutes of April 23, 2018

A motion was made by Councilmember Davis, seconded by Chair O'Neill, and unanimously carried that the Committee approve the staff recommendation.

Aye: 3 - Member O'Neill, Member Davis, and Gillmor

PUBLIC PRESENTATIONS

None.

GENERAL BUSINESS

2. [19-199](#) Overview of Mission, Goals, and Discussion of Workplan Items

A motion was made by Mayor Gillmor, seconded by Councilmember Davis, and unanimously carried that the Committee adopt the Governance and Ethics Committee Workplan.

Aye: 3 - Member O'Neill, Member Davis, and Gillmor

3. [19-190](#) Action on How to Present the City Council (e.g., sequence of listing Councilmembers and by Council District) in City Facilities and on Documents

Recommendation: Staff makes no recommendation on the presentation of the City Council in City Facilities and on Documents.

A motion was made by Councilmember Davis, seconded by Mayor Gillmor, and unanimously carried that the Committee recommend that the City Council adopt the following selections on the presentation of the City Council in City facilities and on documents: Letterhead - Option 3 (Council District Order); Signature Block – Option 3 (Mayor, Vice Mayor, and Seniority Order); Council Portraits – Option 5 (Mayor, Vice Mayor, and Seniority Order); and City Website – Option 3 (Mayor, Vice Mayor, and Seniority Order).

Aye: 3 - Member O'Neill, Member Davis, and Gillmor

4. [19-510](#) Review Status of Council Policy Manual Policies

This item was an informational report only, and no action was taken by the Committee.

5. [19-511](#) Discussion of Dark Money Ordinance

A motion was made by Mayor Gillmor, seconded by Councilmember Davis, and unanimously carried that the Committee refer the City Clerk to work and coordinate with City Attorney's Office on next steps for enforcing Dark Money Ordinance and Lobbyist Ordinance.

Aye: 3 - Member O'Neill, Member Davis, and Gillmor

STAFF REPORT

None.

COMMITTEE MEMBERS REPORT

None.

GOOD OF THE ORDER

None.

ADJOURNMENT

The Governance and Ethics Committee meeting is adjourned to May 16, 2019, at 3:00 p.m.*

*The Governance and Ethics Committee of May 16, 2019 was rescheduled to July 15, 2019.



City of Santa Clara

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

Agenda Report

19-795

Agenda Date: 7/9/2019

REPORT TO COUNCIL

SUBJECT

Approval of the Economic Development, Communications, and Marketing Committee Meeting Minutes of March 20, 2019 and June 3, 2019

BACKGROUND

The Economic Development, Communications, and Marketing Committee (Committee) held its first quarter meeting on March 20, 2019, and held its second quarter meeting on June 3, 2019.

DISCUSSION

At its June 3, 2019 meeting, the Committee adopted a motion to revise the draft meeting minutes from the March 20, 2019 Committee meeting (Attachment 1) by removing the paragraph regarding the City Charter. The Committee, on June 3, 2019, clarified that the intent of the referral was to have staff select and hire a communications consultant, not the Committee itself.

The paragraph has been removed and is reflected in Attachment 1.

Items 1,3 and 4 on the Economic Development, Communications, and Marketing Committee meeting minutes of June 3, 2019 (Attachment 2) are cross-referenced on Item 3.M on the July 9, 2019 City Council meeting agenda.

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 either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

There is no fiscal impact other than staff time.

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 Economic Development, Communications, and Marketing Committee Meeting Minutes

of March 20, 2019 and June 3, 2019.

Reviewed by: Genevieve Yip, Staff Analyst I

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Economic Development, Communications, and Marketing Committee Meeting Minutes of March 20, 2019
2. Economic Development, Communications, and Marketing Committee Meeting Minutes of June 3, 2019



City of Santa Clara

Meeting Minutes

Economic Development, Communications, and Marketing Committee

03/20/2019

3:30 PM

City Hall – Council Chambers
1500 Warburton Avenue
Santa Clara, CA 95050

CALL TO ORDER AND ROLL CALL

Chair Davis called the meeting to order at 3:35 PM.

Present 3 - Council Member Debi Davis, Mayor Lisa M. Gillmor, and Council Member Kathy Watanabe

1. Introduction by Chair

Chair Davis made introductory remarks.

Committee Members and staff made introductions.

PUBLIC PRESENTATIONS

Public Speaker made general comments and questions regarding the Committee.

GENERAL BUSINESS

2. [19-210](#) Overview of Mission, Goals, and Discussion of Workplan Items

Chair Davis reviewed the Workplan items.

Mayor Gillmor provided a handout ("Economic Development, Communications, Marketing Committee Consultant) and reviewed the need and purpose of a Consultant for the Committee.

Chair Davis asked Stakeholders to share their thoughts regarding topics related to the Committee.

No official motion was made, however Committee Members expressed support for the memo provided by Mayor Gillmor, which directed staff to evaluate the most expedient way to identify and hire a consultant either through an RFQ or RFP process, then return to the Committee next month with the plan with the goal of retaining a consultant in the next 90 days. The Committee also referred to staff evaluation of a potential funding mechanism.

~~Note: The referral for "the Committee should seek the services of a consultant" requires review to determine compliance and governance alignment with the City Charter.~~

Note: This language was struck by the Committee at its June 3, 2019 meeting. The Committee clarified, at its June 3, 2019 meeting, that the intent of the referral was to have staff select and hire a communications consultant, not the Committee itself. This language will be removed after adoption.

3. [19-214](#) Small Business Cooperative Presentation

Chair Davis asked Kirk Vartan to give a presentation on Business Retention Plan/Worker Cooperative.

Public Speaker(s): Public Speaker (1)

A motion was made by Councilmember Watanabe, seconded by Mayor Gillmor, to direct staff to agendize a Study Session similar to how other topic experts have been invited to present to the City Council.

Aye: 3 - Council Member Davis, Mayor Gillmor, and Council Member Watanabe

STAFF REPORT

None.

COMMITTEE MEMBERS REPORT

None.

GOOD OF THE ORDER

Stakeholders made various updates on upcoming events.

ADJOURNMENT

The meeting was adjourned at 5:17 PM.

The Economic Development, Communications, and Marketing Committee meeting was adjourned to June 3, 2019, at 3:00 p.m.



City of Santa Clara

Meeting Minutes

Economic Development, Communications, and Marketing Committee

06/03/2019

3:00 PM

City Hall – Council Chambers
1500 Warburton Avenue
Santa Clara, CA 95050

CALL TO ORDER AND ROLL CALL

Chair Davis called the meeting to order at 3:04 p.m.

Present 3 - Councilmember Debi Davis, Mayor Lisa M. Gillmor, and Councilmember Kathy Watanabe

CONSENT CALENDAR

PUBLIC PRESENTATIONS

None.

GENERAL BUSINESS

1. [19-689](#) Provide Input and Clarification on the Minutes from the Economic Development, Communications, and Marketing Committee Meeting of March 20, 2019, and Clarify the Scope for the Proposed Consultant Services

Mayor Gillmor noted that she would like to keep the memo (Attachment 1) submitted at the March 20, 2019 meeting as-is; when asked to clarify the scope for the committee consultant, she referenced a memo (Attachment 2) dated June 19, 2017, to City Manager Rajeev Batra, which outlined a public outreach and communication plan.

Staff will review the referenced memo and scope, and will provide an update to the Committee on the development of a RFQ.

It was moved by Mayor Gillmor, seconded by Councilmember Watanabe, and unanimously carried that the paragraph regarding the City Charter be removed from the draft minutes.

This item is cross-referenced on the July 9, 2019 City Council meeting agenda as Item 5.

Aye: 3 - Councilmember Davis, Mayor Gillmor, and Councilmember Watanabe

2. [19-690](#) Convention Center Transition (Report from May 21, 2019 City Council Meeting)

This item was an informational report only, and no action was taken by the Committee.

3. [19-691](#) Social Media Analytics Quarterly Report

No official motion was made. The Committee referred staff to review if there are any legal restrictions for the City to post or advertise events that are happening in Santa Clara in some form and in a central location (e.g., community calendar).

This item is cross-referenced on the July 9, 2019 City Council meeting agenda as Item 5.

4. [19-715](#) Request by Chair Davis to Add Discussion of Billboards

It was moved by Mayor Gillmor, seconded by Councilmember Watanabe, and unanimously carried that this item be referred to the City Attorney's Office for a status report on the City's existing billboard contract and the termination status of the contract.

This item is cross-referenced on the July 9, 2019 City Council meeting agenda as Item 5.

Aye: 3 - Councilmember Davis, Mayor Gillmor, and Councilmember Watanabe

COMMISSIONERS REPORT

None.

GOOD OF THE ORDER

Stakeholders made various updates on upcoming events.

ADJOURNMENT

The Economic Development, Communications and Marketing Committee meeting was adjourned to September 18, 2019, at 3:00 p.m.

March 20, 2019

To: City Manager Deanna Santana
Councilwoman Debi Davis, Economic Development, Communications, Marketing
Committee Chair, Councilwoman Kathy Watanabe, Committee Member

From: Mayor Lisa Gillmor, Economic Development, Communications, Marketing
Committee Member

SUBJECT: ECONOMIC DEVELOPMENT, COMMUNICATIONS, MARKETING COMMITTEE
CONSULTANT

As we prepare for 2019, I have reviewed the following purpose of our committee:

The Economic Development, Communications, and Marketing Committee was established by Council action on February 5, 2019, to consolidate the Economic Development Committee and the Marketing Committee. The Committee focuses proactive economic development and effective communication, as well as reviews the City's marketing and branding strategies.

With that in mind, I believe our committee should seek the services of a consultant. While City staff has some of the necessary expertise to assist our committee, no single person has the ability to coordinate the various duties of our committee. Also, I believe it would be more cost-effective to identify a consultant to assist our committee rather than draw personnel from multiple departments to assist us. We all understand that the TID will be engaged in marketing efforts soon. Our work will be different but complementary to their efforts.

I recommend identifying and hiring a consultant who has the following skill sets:

1. Economic Development -- Consultant should have experience with economic development for the public sector (local government) particularly in the area of corporate recruitment and the promotion of local businesses.
2. Communications -- Consultant should have experience with communications for the public sector (local government). Website and newsletter expertise would be a major plus.
3. Marketing -- Consultant should have experience with marketing for the public sector (local government). Advertising and social media expertise would be helpful.

I suggest that we direct City staff to evaluate the most expedient way to identify and hire a consultant either through an RFQ or RFP process. Then return to our committee next month with the plan with a goal of retaining a consultant in the next 90 days.

Public Outreach and Communication Plan for Budget

2 messages

Lisa Gillmor <lisagillmor@gmail.com>
 To: Rajeev Batra <Rbatra@santaclaraca.gov>
 Cc: Lynn Garcia <LGarcia@santaclaraca.gov>

Tue, Jun 20, 2017 at 3:15 PM

June 19, 2017

To: Rajeev Batra
 Interim City Manager

From: Lisa Gillmor
 Mayor

SUBJECT: BUDGET REVISIONS

This memo reflects the comments I made at our June 13 council meeting regarding the 2017-18 city budget. As I said that evening, I believe we need to increase our communications activity to address community concerns and seek greater community feedback. This was a top council priority that we established in January, 2017. I've noticed how the Project for Public Spaces workshops have been well received and the effort both addresses community concerns about development and provides us excellent ideas from Santa Clarans. I'd like to continue the effort with a more active and robust communications plan. I estimate will need budget adjustments of approximately \$320,000 to accomplish this goal during our next year.

Newsletters		
(4-6 printed, mailed)	200,000	
-- weekly online updates (estimate for additional staff time)	12,000	
Subtotal		212,000
Townhalls (12)		
-- in neighborhoods (4)	8,000	
-- online (4)	2,000	
-- telephonic (4)	8,000	
Subtotal		18,000
Consulting (you may already have a year contract for this)		
-- additional public relations and community relations	90,000	
Subtotal		90,000

TOTAL		320,000

Rajeev Batra <RBatra@santaclaraca.gov>
 To: Lisa Gillmor <lisagillmor@gmail.com>
 Cc: Lynn Garcia <LGarcia@santaclaraca.gov>

Tue, Jun 20, 2017 at 3:29 PM

Thank you Lisa. We will incorporate this into the budget.

Rajeev

[Quoted text hidden]



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
[@SantaClaraCity](https://twitter.com/SantaClaraCity)

Agenda Report

19-030

Agenda Date: 7/9/2019

REPORT TO COUNCIL

SUBJECT

Board, Commissions and Committee Minutes

RECOMMENDATION

Note and file the Minutes of Parks & Recreation Commission Meeting for May 21, 2019.



City of Santa Clara

Meeting Minutes

Parks & Recreation Commission

05/21/2019

7:00 PM

Cafeteria - City Hall East Wing
1500 Warburton Avenue
Santa Clara, CA 95050

CALL TO ORDER AND ROLL CALL

Commissioner Guerra called the meeting to order at 7:00 PM.

Present 5 - Commissioner Andrew Knaack, Commissioner Joe Martinez, Commissioner George Guerra, Commissioner Burt Field , and Commissioner Roseann Alderete LaCoursiere

Absent 2 - Commissioner Tino Silva, and Commissioner Kevan Michael Walke

Commissioner Knaack made a motion, seconded by Commissioner LaCoursiere to excuse Commissioner Silva, and Commisisoner Walke.

Aye: 5 - Commissioner Knaack, Commissioner Martinez, Commissioner Guerra, Commissioner Field , and Commissioner Alderete LaCoursiere

Excused: 2 - Commissioner Silva, and Commissioner Walke

CONSENT CALENDAR

A motion was made by Commissioner Alderete LaCoursiere, seconded by Commissioner Knaack, that this be Approved the Consent Calendar. The motion carried by the following vote:

Aye: 5 - Commissioner Knaack, Commissioner Martinez, Commissioner Guerra, Commissioner Field , and Commissioner Alderete LaCoursiere

Excused: 2 - Commissioner Silva, and Commissioner Walke

1.A [19-514](#) Action on the Parks & Recreation Commission Minutes of the April 16, 2019 Meeting

Recommendation: Approve the Parks & Recreation Commission Minutes of the April 16, 2019 Meeting.

PUBLIC PRESENTATIONS**GENERAL BUSINESS**

2. [19-515](#) Discussion of Potential Names and Recommendation to Council to Name the New Public Park located at 575 Benton Street (Prometheus Residential Project)

Recommendation: Recommend a name for Council consideration for the new mini park located at the 575 Benton Street Project Site.

Commissioner LaCoursiere made a motion, seconded by Commissioner Field to recommend that Council consider naming the new public park at 575 Benton Street, Vincent Fiorillo & Family Park, or Larry Wolfe Park.

Aye: 5 - Commissioner Knaack, Commissioner Martinez, Commissioner Guerra, Commissioner Field , and Commissioner Alderete LaCoursiere

Excused: 2 - Commissioner Silva, and Commissioner Walke

3. [19-383](#) Consideration of the Schematic Design for the New Public Park located at 2343 Calle Del Mundo (SummerHill Residential Project)

Recommendation: Recommend that City Council approve the proposed Schematic Design for the New Public Park located at 2343 Calle Del Mundo (SummerHill Residential Project).

Commissioner Silva entered the meeting.

Commissioner Knaack made a motion, seconded by Commissioner LaCoursiere to approve the Schematic Design for the New Public Park located at 2343 Calle Del Mundo (SummerHill Residential Project), with the condition that Council consider placing a restroom in one of the public parks in Tasman East.

Aye: 5 - Commissioner Knaack, Commissioner Martinez, Commissioner Guerra, Commissioner Field , and Commissioner Alderete LaCoursiere

Excused: 1 - Commissioner Walke

Abstained: 1 - Commissioner Silva

4. [19-516](#) Parks & Recreation Commission Work Plan Goals for FY2018-19 Update

Commissioners Knaack, LaCoursiere, and Martinez volunteered to participate in the subcommittee to address Work Plan Goal e) begin discussion of a community input process for a new 30+ acre community park in the north of the City.

STAFF REPORT

Deputy Director Seale provided an update to the Commission on Bowers Park and Machado Park Playground Rehabilitation Projects. Construction started the week of May 20, 2019. Memorial Day ceremonies will be held at 3:00 PM on Monday, May 27, 2019. The Everett N. "Eddie" Souza Park sign unveiling will be held on Saturday, June 22 at 10:00AM. The Annual Spring Dance Recital will feature nearly 600 dancers over the Memorial Day weekend. Hitman will be performing at Live Oak Park, which will be the first concert in the park on the north side of the City. Non-profit organization sponsorship applications were made available on the Art & Wine Festival webpage in early May; applications are due on May 31, 2019.

COMMISSIONERS REPORT

Commissioner Field: Visited the off-leash areas at Larry J. Marsalli Park.

Commissioner Guerra: Attended the Egg-Stravaganza in Central Park and gave kudos to staff for producing a great event.

Commissioner Knaack: Attended the Egg-Stravaganza at Central Park, and thought it was a great event. He appreciated the wellness activities, science experiments, etc. He also attended the Senior Center Health & Wellness Fair.

Commissioner LaCoursiere: Visited Steve Carli Park baseball field and the off-leash dog areas at Larry J. Marsalli Park.

Commissioner Silva: Attended a Santa Clara Unified School District Meeting, and spoke about the impact of fees as they relate to athletic fields for the youth of Santa Clara.

ADJOURNMENT

Commissioner LaCoursiere made a motion, seconded by **Commissioner Knaack** to adjourn the meeting until the regular meeting on June 18, 2019.

Aye: 5 - Commissioner Knaack, Commissioner Martinez, Commissioner Guerra, Commissioner Field , and Commissioner Alderete LaCoursiere

Excused: 2 - Commissioner Silva, and Commissioner Walke



Agenda Report

19-284

Agenda Date: 7/9/2019

REPORT TO COUNCIL

SUBJECT

Action on an Amendment No. 1 to an Agreement with Orchard Commercial, Inc. to Assist in Providing Property Management Services for Maintenance District 183

BACKGROUND

The Department of Public Works is responsible for administering and coordinating Maintenance District 183 (District) for the ongoing maintenance of the Santa Clara Convention Center complex grounds (Convention Center). Maintenance obligations include landscaping, janitorial, water fountain maintenance, security and parking control. In 2016, DPW advertised a Request for Proposals for Property Management Services and received four proposals. The City and its three District partners, which include managers of the Convention Center, Hyatt Regency and Techmart properties, evaluated the proposals and conducted interviews. Based on the results of this evaluation process the District partners unanimously agreed to hire Orchard Commercial, Inc. (OCI) as the property management firm to assist DPW in providing property management services for the District. OCI was selected because of their local experience, adequate staffing and experience managing large commercial properties.

DISCUSSION

OCI has been providing property management services at the Convention Center for approximately three years. The initial term of the Agreement with OCI was for three years and is expiring on July 31, 2019. OCI has been performing very well under the current Agreement and all three members of the District have been very satisfied with their performance. OCI has experienced, qualified staff and has done a great job coordinating with the District overseeing the maintenance of the property and completing projects within budget. District partners have met, voted and reached a unanimous decision to recommend that the management agreement with OCI be extended for the reasons previously mentioned.

Staff is recommending a two-year extension to the existing agreement with OCI. The base management fee was \$6,250 per month and will now be amended to \$6,459 per month for the next two-year term. Staff evaluated this to be a reasonable price and represents a modest increase to the existing fees. OCI has agreed to the proposed fees for both years of the extension.

ENVIRONMENTAL REVIEW

The action being considered is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301 "Existing Facilities" as the activity consists of the restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment.

FISCAL IMPACT

The existing agreement with Orchard Commercial, Inc. is \$225,000 including contingency. The amount to be paid to Orchard Commercial, Inc. for the two-year amendment is \$170,518 which is \$77,508 per year and includes a contingency of \$15,502 for unforeseen services. The total amended agreement amount is \$395,518, which shall be subject to future budget appropriations. These costs were included in the Proposed FY 2019/20 and FY 20/21 Operating Budgets.

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. Approve and authorize the City Manager to execute Amendment No. 1 with Orchard Commercial inc. to Assist in Providing Property Management Services for Maintenance District 183 for a two-year extension in an amount not-to-exceed \$170,518, subject to future budget appropriations; and
2. Authorize the City Manager to make minor modifications to Amendment No. 1, if necessary.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Amendment No. 1

**AMENDMENT NO. 1
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ORCHARD COMMERCIAL, INC.
PROPERTY MANAGEMENT SERVICES FOR THE SANTA CLARA CONVENTION
CENTER (MD #183)**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Orchard Commercial, Inc., 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. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services by and between the City of Santa Clara and Orchard Commercial, Inc. Property Management Services for the Santa Clara Convention Center (MD #183)", dated August 4, 2016 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide property management service for the Santa Clara Convention Center Complex (MD #183), and the Parties now wish to amend the Original Agreement to increase the amount of the Contract and extend for an additional two (2) years.
- C. The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

That the first paragraph of Exhibit B ("Schedule of Fees") of the Original Agreement is hereby amended to read as follows:

"In no event the amount billed to City by Contractor for services under this Agreement exceed three hundred ninety-five thousand five hundred and eight-teen dollars (\$395,518), subject to budget appropriations.

2. AMENDMENT TERMS AND CONDITIONS

That paragraph number 5 of Section "Agreement Provisions" of the Original Agreement, entitled "Term of Agreement" is hereby amended by deleting the existing Section 5 in its entirety and replacing it with the following:

"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 the Effective Date of this Agreement and terminated July 31, 2021."

3. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

4. 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.

(Signatures continue on Page 3 of 3)

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:

Approved as to Form:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ORCHARD COMMERCIAL, INC.
California corporation

Dated: 3/20/2019
By (Signature): [Signature]
Name: Joe Lewis
Title: President
Principal Place of Business Address: 2055 Laurelwood Road, Suite 130, Santa Clara, California 95054
Email Address: jlewis@orchardcommercial.com
Telephone: (408) 922-0400
Fax: (408) 922-0157
"CONTRACTOR"



Agenda Report

19-291

Agenda Date: 7/9/2019

REPORT TO COUNCIL

SUBJECT

Action on a Consent to Assignment and Amendment No. 1 to the Agreement for Services with Granicus, LLC to Provide City Website Redesign, Implementation and Support Services

BACKGROUND

In May 2017, Council approved an agreement to engage the City's website content management system (CMS) provider, Vision Technology Solutions, LLC, (dba Vision Internet Providers), to refresh the City's website, [SantaClaraCA.gov <http://www.santaclaraca.gov/>](http://www.santaclaraca.gov). The initial contract end date was set for June 30, 2018. The City also has a four-year maintenance subscription agreement with Vision through August 2019. Vision Technology Solutions was initially selected through a competitive review process in April 2008. In February 2018, Vision was purchased by Granicus, LLC.

The proposed Consent to Assignment Agreement would transfer all rights, agreements and outstanding obligations from Vision Technology Solutions, LLC. to Granicus, LLC. The proposed Amendment No.1 (Amendment) would reinstate the website redesign agreement, modifying the term end date and scope for the revised website design project. The Amendment scope of work is made up of three components: the website redesign, a five-year maintenance, hosting, and licensing agreement, and optional website enhancements over the term of the agreement. The Amendment is for an amount of \$473,305 to cover all three components, with contract terms in effect until August 31, 2024, added to the original contract amount of \$189,810 for a new total not-to-exceed amount of \$663,115.

DISCUSSION

The purpose of the website redesign is to better serve the needs of the City's residents, businesses and visitors through a user-friendly, modern web design and layout that supports the City's brand as The Center of What's Possible. The City website redesign implements the Granicus govAccess CMS platform and meets the City's branding and marketing direction.

The 2019 Website Redesign Project includes the following:

- Enhance user experience to better serve [SantaClaraCA.gov <http://www.santaclaraca.gov/>](http://www.santaclaraca.gov) visitors;
- Create a fresh, engaging and responsive website design and interface, enhancing usability with mobile devices;
- Implement a new web design for the main site as well as for Silicon Valley Power's (SVP) subsite, SVP's Fiber site, and Santa Clara City Library's subsite;
- Revamp and improve search functionality for [SantaClaraCA.gov <http://www.santaclaraca.gov/>](http://www.santaclaraca.gov) to provide a seamless interface across content groups; and

- Improve accessibility to people with disabilities in compliance with WCAG 2.0 and Section 508 of the Rehabilitation Act.

With the public's heavy reliance on [SantaClaraCA.gov <http://www.santaclaraca.gov/>](http://www.santaclaraca.gov) for City news and information, completion of the redesign will provide an immersive and updated website experience for online visitors while better serving the informational needs of the community. The original time for the project was extended due to several factors, namely the vendor being purchased by another company and staffing changes assigned to this City project; the hiring of a Director of Communications with comprehensive website redesign experience with three other cities and one nonprofit organization, as well as more departmental participation in the design and content. Through the City's website vendor, usability testing was held in 2017 to obtain user input about [SantaClaraCA.gov <http://www.santaclaraca.gov/>](http://www.santaclaraca.gov) to better inform the redesign. The vendor conducted a community survey from June 29 - Sept. 12, 2017 in which feedback was received from nearly 350 stakeholders about the current website's navigation, search functionality and areas for improvement.

The Amendment would reinstate the website redesign agreement and modify the term end date to August 31, 2024. The 2017 website redesign was approved for \$189,810, of which, \$75,924 has been expended year-to-date. The proposed plan for the website redesign estimates a new total not to exceed of \$231,650 - an increase of \$41,840 to implement a new main website design, add a City Library subsite, and incorporate a new module, the GovDelivery Communications Cloud, which allows for a seamless digital experience by integrating the City's branding and enabling the City to quickly and easily connect with the community. The redesigned [SantaClaraCA.gov <http://www.santaclaraca.gov/>](http://www.santaclaraca.gov) will undergo Beta testing in the August 2019 time frame. The public testing will include focus groups as well as community input regarding the site's functionality. Based on the results of the Beta testing, the redesigned website could go live before the end of summer/fall 2019.

In addition, the Amendment includes five-year subscription services support for maintenance, hosting and licensing for the City website and the following subsites: City Library, Silicon Valley Power, Silicon Valley Fiber and Silicon Valley Animal Control Authority. The annual cost for the subscription services is \$48,263 for the first year. Each subsequent year would incur approximately a 6% increase, totaling a not-to-exceed amount of \$271,465.

The third component of the Amendment is funding for optional website enhancements to stay current with changing website technology, modern designs and evolving best practices for public communication. Staff is requesting \$40,000 annually for years 2-5 of the contract for a total of \$160,000.

The total proposed Amendment No.1 changes include:	Total	SVP share
Original 2017 Agreement for website redesign	\$189,810	\$ 73,562
2019 modifications in website design	\$ 41,840	0
Subscription Services - 5 year total	\$271,465	\$ 16,500
Optional Website Enhancements - 4 year total	<u>\$160,000</u>	<u>\$ 80,000</u>
Revised new total not-to-exceed Agreement amount	\$663,115	\$170,062

The City's vendor - Granicus, LLC - is an award-winning specialist in the government arena and supports the missions of over 4,200 government customers across the country. The vendor's

experience with redesigning public sector websites that are informed by data and incorporate resident-driven design elements will benefit the City's website redesign, resulting in higher community satisfaction and engagement.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of a California Environmental Quality Act ("CEQA") pursuant to the CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

Funding for the first year of this agreement is available in the Web Content Management System capital project (539-6521), the Information Technology Department's contractual services operating budget, and in the Electric Utility Department's Customer Service Program Development capital project (591-2123). Future years of this agreement will be included as part of the budget appropriation process.

COORDINATION

This report has been coordinated with the Finance Department, Electric Utility 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

Authorize the City Manager to execute the Consent to Assignment and Amendment No. 1 to the Agreement for Services with Granicus, LLC to Provide City Website Redesign, Implementation and Support Services, for a maximum compensation amount not-to-exceed \$663,115, subject to budget appropriations.

Reviewed by: Lenka Wright, Director of Communications, City Manager's Office

Reviewed by: Gaurav Garg, Director/CIO, Information Technology Department

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Consent to Assignment
2. Amendment No. 1

**CONSENT TO ASSIGNMENT AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GRANICUS, LLC
(Formerly known as VISION TECHNOLOGY SOLUTIONS, LLC,
DBA VISION INTERNET PROVIDERS)**

PREAMBLE

This consent to assignment agreement ("Consent Agreement") is by and between the City of Santa Clara, California, a chartered California municipal corporation, with its principal place of business located at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"), Vision Technology Solutions, LLC, dba Vision Internet Providers a Delaware limited liability company with its principal place of business at 222 N. Sepulveda Blvd., Suite 1500, El Segundo, California 90245 ("Assignor") and Granicus, LLC, a Minnesota Limited Liability Company, with its principal place of business located at 408 Saint Peter Street, Suite 600 Saint Paul, MN 55102 ("Assignee"), the intended successor in interest to providing design, support, maintenance, hosting and licensing services for the City public website. City, Assignor and Assignee may be individually referred to in this Consent Agreement as a "Party" or collectively as the "Parties" or the "Parties to this Consent Agreement."

RECITALS

- A. City and Vision Technology Solutions, LLC entered into an agreement entitled, "Agreement by and Between the City of Santa Clara, California and Vision Technology Solutions, LLC, dba Vision Internet Providers," dated June 1, 2017 (the "Original Agreement") in which Vision Technology Solutions agreed to provide website redesign, upgrades and support to/with the City;
- B. Section 13 of the Original Agreement entitled No Assignment or Subcontracting of Agreement provides as follows:

"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, except that Contractor may assign this Agreement without the City's consent to an associate, affiliate or subsidiary company of Contractor validly existing under applicable laws, or in connection with a change of control of Contractor. Contractor shall notify the City within a reasonable time after any such assignment. Contractor shall not hire subcontractors without express written permission from City."
- C. The City has been informed that due to the change of legal entity of Vision Technology Solutions, LLC and Granicus, LLC, that Granicus, LLC is the surviving entity and as such will continue to provide the services to the City under the Original Agreement. Vision Technology Solutions, LLC desires to have the City consent to the assignment of all rights, obligations and interest in the Original Agreement from Vision Technology Solutions, LLC to Granicus, LLC;

- D. Based on the final approval of the merger/acquisition, it is the desire of City to formally consent to the assignment by Vision Technology Solutions, LLC of all its rights, obligations and interest in the Original Agreement to Granicus, LLC.

In consideration of the above referenced recitals and the following mutual covenants, commitments and obligations, the Parties agree, as follows:

CONSENT AGREEMENT PROVISIONS

1. Based on a written request received by the City from the Granicus, LLC, (and contingent upon the finalization of the merger) City hereby consents to the assignment of the Original Agreement and all of the rights, duties, obligations and interest set forth therein from Vision Technology Solutions, LLC to Granicus, LLC. This consent is based on representations made by Granicus, LLC and Vision Technology Solutions, LLC and all the duties and obligations of Vision Technology Solutions, LLC to perform specified services included in the Original Agreements shall be performed by Granicus, LLC after the merger is complete. This Consent is effective as of the completion of the merger. If, for any reason, the pending merger is not completed, this Consent Agreement shall be deemed void and Vision Technology Solutions, LLC shall continue to be bound to perform the obligations set forth in the Original Agreements.
2. City acknowledges and relies on this acceptance by Granicus, LLC of all of the rights, obligations and interest in the Original Agreement and the relinquishment of all such the rights, obligations and interest in the Original Agreement by Vision Technology Solutions, LLC. Granicus, LLC agrees to undertake any and all action(s) necessary to meet the terms and conditions of the Original Agreement referred to in this Consent Agreement.
3. Upon execution of this Consent Agreement (and the completion of the pending merger) any pending debts or obligations due to City and those which subsequently arise or accrue from the terms and conditions of the Original Agreement shall become payable by Granicus, LLC to the City or its agents, or assigns.
4. This Consent Agreement embodies the entire agreement between City, Granicus, LLC and Vision Technology Solutions, LLC and all of its terms and conditions. No verbal agreements or conversation with any officer, agent or employee of City prior to execution of this Consent Agreement shall affect or modify any of the terms or obligations contained in this Consent Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon City.
5. As a condition of the terms of this Consent Agreement, Granicus, LLC shall provide the City with the following:
 - a. revised Certificate of Insurance, as well as all policy endorsements to indicate that Granicus, LLC has purchased, and is maintaining, all of the required insurance policies and has provided the required endorsements which were included in the terms and conditions of the Original Agreement.

- b. Prior to the effectiveness of any assignment or transfer under this Consent Agreement, Granicus, LLC shall execute and deliver a fully executed and notarized Affidavit of Compliance with Ethical Standards *(if applicable)*.

6. 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; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties to this Consent Agreement hereby acknowledge and accept the terms and conditions stated herein by the following signatures of their duly authorized representatives. The signature of the duly authorized representative of Granicus, LLC confirms its acceptance of the terms and conditions of the Original Agreement and the assignment of the Original Agreement from Vision Technology Solutions, LLC. The Effective Date is the date that the final signatory executes the Agreement. 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:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

Vision Technology Solutions, LLC,
DBA Vision Internet Providers,
a Delaware limited liability company
Dated: 6/5/2019
By: [Signature]
Title: Vice President of Legal
Address: 408 St. Peter Street, Ste. 600
St. Paul, MN 55102
Telephone: 800-314-0147
Facsimile: _____
Email Address: dawn.kubat@granicus.com

“Assignor”

Granicus, LLC
a Minnesota limited liability company
Dated: 6/5/2019
By: [Signature]
Title: Vice President of Legal
Address: 408 St. Peter Street, Ste. 600
St. Paul, MN 55102
Telephone: 800-314-0147
Facsimile: _____
Email Address: dawn.kubat@granicus.com

“Assignee”

**REINSTATEMENT AND AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GRANICUS, LLC**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Granicus, LLC, a Minnesota limited liability company, (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. The City and Vision Technology Solutions, LLC previously entered into an agreement entitled "Agreement for the Performance of Services by and between the City of Santa Clara, California, and Vision Technology Solutions, LLC", dated June 15, 2017 (the "Original Agreement"); and
- B. The Parties entered into a Consent to Assignment Agreement on June 25, 2019 to reflect Contractor's acquisition of Vision Technology Solutions, LLC and to memorialize the City's consent to the assignment by Vision Technology Solutions, LLC of all its rights, obligations, and interest in the Original Agreement to Contractor;
- C. The termination of the Original Agreement, which terminated on June 30, 2018, is hereby revoked and, except as expressly modified by this Amendment No. 1, the Original Agreement shall be, and hereby is, reinstated in its entirety and shall be in full force and effect as if the same had never been terminated; and
- D. The Parties entered into the Original Agreement for the purpose of having Contractor provide design, support, maintenance, hosting and licensing services for the City websites, and the Parties now wish to amend the Original Agreement to modify the agreement end date, and modify the scope of services to be provided by Contractor.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

That paragraph number one of Section 5 of the Original Agreement, entitled "Term of Agreement" is hereby amended by deleting the existing Section 5 in its entirety and replacing it with the following:

"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 the Effective Date of this Agreement and terminate on August 31, 2024."

2. AMENDMENT TERMS AND CONDITIONS

That Exhibit A of the Original Agreement, entitled "Scope of Services " is hereby amended to add additional services as set forth in Exhibit A-2 "Scope of Services" attached here and incorporated by this reference.

3. AMENDMENT TERMS AND CONDITIONS

That Exhibit B of the Original Agreement, entitled "Fee Schedule" is hereby amended to add additional fees as set forth in Exhibit B-2 "Fee Schedule" attached here and incorporated by this reference.

4. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

5. 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.

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:

Approved as to Form:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

GRANICUS, LLC
a Minnesota limited liability company

Dated: 06-05-2019
By (Signature): [Signature]
Name: Dawn Kubat
Title: Vice President of Legal
Principal Place of Business Address: 408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
Email Address: contracts@granicus.com
Telephone: (800) 314-0147

“CONTRACTOR”

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GRANICUS, LLC**

EXHIBIT A-2

SCOPE OF SERVICES

Contractor shall provide Subscription Services and Website Design and Implementation Services as set forth in this Exhibit A-2.

Subscription Services

Contractor agrees to provide Hosting Services, Upgrade Services and Support Services (collectively “**Subscription Services**”) as provided below for the City’s Website.

Contractor will provide Subscription Services to the City in exchange for payment of fees and compliance with the terms and conditions of this Exhibit and the Agreement. Subscription Services include the following:

Hosting Services. Contractor will provide shared website hosting and shared database hosting for one (1) unique website hosting the City’s websites and four subsites, which are as follows:

- City of Santa Clara (<http://santaclaraca.gov>)
- Silicon Valley Power (<http://siliconvalleypower.com>)
- Silicon Valley Fiber (<http://svpfiber.com>)
- Silicon Valley Animal Control Authority (<http://svaca.com>)
- Santa Clara City Library (<http://sclibrary.org>)

Websites exceeding 15GB of storage shall be subject to an additional monthly fee of \$50 per 5GB increment. The shared server hosting environment is as follows: Quad-core or Hex-core processors; 10 GB~16 GB memory per hosting virtual server; VMware High Availability Configuration; RAID 50 and up Storage Area Network Configuration.

Upgrade Services. Contractor will provide Upgrade Services for improvements made to Contractor’s platform which include:

- Enhancements to the backend website functionality.
- Enhancements to the Included Interactive Components and website customizations.

- New visionLive™ Interactive Components that may be released from time to time by Contractor
- Bug fixes to the Contractor's software code.
- Updates to provide compatibility to future versions of Supported Web Browsers as defined below within three months of their release. Compatibility with previous versions of Supported Web Browsers is not guaranteed.
- Supported Web Browsers for Frontend: Firefox, Internet Explorer, Chrome, and Safari.
- Supported Web Browsers for Backend (administrative portal) of the website: the latest released versions at the time of Completion of Firefox and Internet Explorer.
- Supported Web Browsers for visionMobile™: iOS Safari, Android Chrome, and Windows Phone 7/8/8.1 Internet Explorer.

To receive the Upgrade Services, a non-interrupted Subscription Services Plan must be in place from time of website launch and the Contractor's products, services, and software code must be unmodified, except as modified by Contractor in accordance with City's specifications or instructions or this Agreement.

Upgrade Services do not include:

- Optional Interactive Components.
- Modules, Programs, or Software Applications.
- Conversion to new platforms.
- Modification of third-party products.
- Updates to provide compatibility to third-party products, except for those included in Contractor's products and services.
- Upgrades that require modification or customization to website design.
- System configuration, website content editing and/or formatting, website design, custom data updates, etc.

Support Services. Support Services is defined as technical support for the unmodified products and services, except as modified by Contractor in accordance with City's specifications or instructions or this Agreement. Contractor will provide Support Services to a designated City account manager, system administrator or webmaster. Technical support is generally available by email and telephone from 6:00 AM to 8:00 PM Pacific Time Monday through Friday excluding holidays ("**Business Hours**"), with emergency support available 24 hours a day, 7 days a week. An emergency is defined as City's website being down for more than ten (10) minutes.

Redesign Services. At the conclusion of year four of continuous Subscription Services, the City will be entitled to a basic graphic redesign of three (3) websites. Basic graphic redesign does not include design themes. Services shall include:

- Project Management

- Wireframe Development
- Graphic Design Development with one preliminary concept
- Graphic Production

Contractor will not develop a sitemap or new content as part of the redesign, but will assist City in transferring existing content into the new design.

Included Interactive Components and Features. The initial Included Interactive Components and Features provided in City's project are, subject to upgrades and revisions, based on Contractor's then current Included Interactive Components listed on the Roadmap. Additional options may be available and can be added for an additional fee.

Security Policy.

- **Data Protection and Recovery.** Contractor safeguards hosted data and services to current best practices for data protection and recovery of website hosting services to restore the website back to its condition as it existed at the day of the most recent backup preceding an issue. Practices include:
 - Frequency of Backups: Website is backed up daily and two weeks of database backups kept at all times.
 - Extent of Backups: All site files and the entire site database.
- **Hosting Security.** Contractor safeguards the hosting infrastructure, data and services to current best practices for physical and cyber security to thwart unauthorized access. Practices include:
 - Physical Security: Entry to Contractor's hosting facility requires ID, fingerprint scanner, and/or key card.
 - Software Based Security: Contractor utilizes Windows Firewall, McAfee VirusScan Enterprise or Norton Enterprise AntiVirus, and Cisco or SonicWALL hardware firewall. All Microsoft security patches are installed and kept up to date on Contractor's maintenance schedules.
 - All security patches are installed and kept up to date on Contractor's equipment based on their maintenance schedule, operating systems, and software.
 - Development servers are behind firewalls.
 - Contractor is alerted to any server issue(s) and shall take appropriate action to correct said issue(s) pursuant to the Service Levels provision below.
 - For the live servers, only administrators can access it from certain IPs, all other access requests will be blocked.
 - All remote accesses will be logged into system security log files.

- **Outage Notification.** All notification is done through <https://status.granicus.com>. City must subscribe to the website to receive updates.
- **Scheduled Maintenance.** Normal scheduled maintenance will occur between 10:00 PM and 2:00 AM Pacific Time on Thursdays. While some services may be slowed or inaccessible during this time, the websites will not be down.

Unless City has retained other Services from Contractor under the applicable Exhibit, City is solely and exclusively responsible for all services not expressly provided for in this Exhibit. Any changes, alterations or modification requested by the City to their Website may be subject to a fee to be quoted by a Contractor representative at the time of the request. Any such changes may be subject to amendment of the Agreement, as set forth in Section 25 of the Original Agreement.

Service Levels

Uptime Guarantee: Contractor shall provide 99.9% uptime for Hosting Services. If website is not available 99.9% of the time, other than routine and scheduled maintenance, then City shall be entitled to a credit as provided in the table below. Contractor's failure to provide 99.9% of uptime may be entitled to a Service Credit as provided below. Notwithstanding the foregoing, the uptime guarantee does not apply to denial of service attacks or distributed denial of service attacks to the City website.

Monthly Uptime Percentage	Service Credit
Less than 99.9%	100%

TABLE OF SERVICE LEVEL

Service Level Required	Level 1 Error	Level 2 Error	Level 3 Error
	(time measured from initial report of Error to Contractor)		
Initial Response Due	1 business hour	4 business hours	40 business hours
Correction Required	4 business hours	3 business days	As mutually agreed
Escalation	2 hours	2 business days	N/A

A. CLASSIFICATION OF SERVICES. Services are classified as follows:

(1) Service Level 1:

An Error, which there is no means of circumvention, causing (i) the website to be unreachable by public users, or (ii) non-authorized content to be displayed on the website (i.e. hacking). Contractor is not responsible for downtime or errors associated with denial of service attacks, distributed denial of service attacks, or Subscriber's DNS server unless the DNS server is hosted by the Contractor. Subscriber will check

uptime of website via IP address prior to reporting an Error to Contractor. A Service Level 1 is sometimes referred to as "Critical" and may be attributed to the content management tool or third-party software "crashing" the server, hardware failure, server attack, hack, or virus.

(2) Service Level 2:

An Error, which (1) there is no means of circumvention, (2) which affects an essential component of the content management tool non-functioning, (3) the Subscriber has encountered while performing regular updates to the website, and (4) which did not occur at the time of the website launch. A Service Level 2 is sometimes referred to as "Urgent", and usually requires debugging of programming code.

For example: if a content management tool is non-functioning and it is in frequent use by the customer remediation of these issues will be completed begin with four (4) hours and be completed on a priority basis.

(3) Service Level 3:

Programming code and/or graphic changes that the Subscriber would like Contractor to perform. These changes may include changing programming logic, adding functionality or features, creating new templates, adding new graphics, or modifying existing graphics. A Service Level 3 is sometimes referred to as "Enhancement" and will be billed at prevailing hourly rates.

B. SERVICE LEVEL CORRECTION. Contractor generally corrects reported Service Level Requests in accordance with the following provisions. All time references below are clock hours or calendar days, unless otherwise specified.

(1) Service Level 1 Errors

- a. Contractor shall provide full business contact information for emergency support to be used by Subscriber at any time on a seven (7) day a week, twenty four (24) hours a day basis to report Level 1 Errors.
- b. Contractor shall provide an initial response to all Service Level 1 Errors within one (1) business hour following the report of Error. In the event Contractor fails to respond within two (2) business hours following the report, then Subscriber shall be entitled to a credit in an amount equal to 5% of the current monthly Subscription Services fee for each hour that the Contractor fails to respond, up to a maximum of 15%.

- c. Contractor shall use commercially reasonable efforts to resolve Service Level 1 Errors within four (4) business hours following the report of Error.

(2) Service Level 2 Errors

- a. Contractor shall provide Subscriber with full business contact information for emergency support to be used during normal business hours (6 a.m. to 8 p.m. PST, Monday through Friday, excluding Federal and California State holidays).
- b. Contractor shall provide an initial response to all Service Level 2 Errors within four (4) business hours following the report of Error.
- c. Contractor shall use commercially reasonable efforts to resolve Service Level 2 Errors within three (3) business days. All other errors affecting non-essential components of the content management tool, or errors that can be reasonably circumvented, but requires debugging of programming code, will be corrected during the next regular update cycle as mutually agreed.

(3) Service Level 3

- a. Contractor shall provide Subscriber with full business contact information for support to be used by Subscriber during normal business hours (6 a.m. to 8 p.m. PST, Monday through Friday, excluding Federal and California State holidays).
- b. Contractor shall provide an initial response to all Service Level 3 Requests within forty (40) business hours following the request.
- c. Contractor shall use commercially reasonable efforts to resolve Service Level 3 Requests as mutually agreed. Contractor will bill Subscriber at prevailing hourly rates for any changes requested by the Subscriber.

C. **ESCALATION PROCEDURE.** In the event Contractor has been unable to provide either a permanent or a mutually acceptable temporary resolution within the applicable timeframes set forth in Section B above, Contractor shall initiate the following escalation procedures.

- (1) **Service Level 1 Errors:** If a Service Level 1 Error is not corrected within one (1) hour following the report of Error, Contractor technicians attempting to correct the situation shall notify Contractor's Vice-President of Operations, who will immediately become personally involved in resolving the problem. Contractor shall keep Subscriber apprised of the

status of its efforts to correct the Error at no less than one (1) hour intervals for the first two (2) hours, and as frequently as necessary thereafter.

- (2) **Service Level 2 Errors:** If a Service Level 2 Error is not corrected within two (2) business days following the report of Error, Contractor technicians attempting to correct the situation shall notify Contractor's Director of Software Development, who will immediately become personally involved in resolving the problem. Contractor shall keep Subscriber apprised of the status of its efforts to correct the Error at no less than weekly intervals.

City Website Development

SERVICE

Customizations (Non-recurring)

- This service represents a Main Site new Wireframe

SERVICE

govAccess - Web Design and Implementation - Specialty Sub

- This service represents a govAccess Specialty Subsite - Library

The govAccess Independent Subsite includes:

- UX consultation, which may include one (1) or more of the following:
 - One (1) site analytics report
 - One (1) heatmap analysis
 - One (1) internal stakeholder survey
- Three (3) customer journeys (top tasks or heavily visited webpages) identified for optimization
- Fully customized wireframe
- Unique design theme, including color palette for landing page and interior pages
- Unique header and footer
- Unique navigation design
- Individual URL and search capabilities
- Optional video background (included)
- Optional custom mobile homepage (included)

SERVICE

Communications Cloud Setup and Configuration

The Cloud is a Software-as-a-Service (SaaS) solution that enables government organizations to connect with more people. By leveraging the Cloud, the City will be able to utilize a number of different outreach mediums, including email, SMS/text messages, RSS feeds, and social media integration to connect with its target audiences. The Cloud setup and configuration includes:

- Implementation consultant will be assigned during the setup process for up to 90 days
- Unlimited access to Web-based recorded trainings and online help for administrations on the following topics: standard Messaging, the GovDelivery Network, Automation, Mobile and Analytics
- Up to 2 Web-hosted training sessions that must be used within 180 days of Kickoff (Kickoff date will be mutually agreed upon by the Parties)
- Up to 5 hours of message template and integration development that must be used within 90 days of Kickoff

SERVICE

Communications Cloud - Online Training

Provides a balance of Product knowledge and industry best practices to a specific audience. Sessions are delivered by product experts via videoconferencing technology

SERVICE

Advanced Package - Setup and Configuration

Implementation includes:

- Access to an implementation consultant for up to 90 days
- Access to online training documentation around advanced account functions and capabilities
- Up to 2 Web-hosted training sessions within 180 days of kickoff
- Up to 5 hours of message template and integration development within 90 days of kickoff

The implementation process takes four to six weeks, on average, depending on the availability of stakeholders and/or current GovDelivery Communications Cloud experience

SERVICE

Advanced Package - Online Training

Provides a balance of Product knowledge and industry best practices to a specific audience. Sessions are delivered by product experts via videoconferencing technology.

SUBSCRIPTIONS

govAccess for Traditional visionLive

The govAccess Traditional Maintenance, Hosting, and Licensing plan is designed to equip the City with the technology, expertise and training to keep the City's website relevant and effective over time.

SUBSCRIPTIONS

Customizations (Recurring)

The following described service is a "Customization". A "Customization" is non-standard functional programming that is unique to a particular City and can potentially conflict with visionLive updates.

SUBSCRIPTIONS

govAccess - Maint/Hosting/ License Fee - Specialty Sub

Maintenance, Hosting and Licensing includes the following for the City's Specialty Subsite(s) covered by the subscription:

- Monthly software updates
- Unlimited technical support (6:00 AM – 8:00 PM PT, Monday – Friday)
- Access to training webinars and on-demand video library • Access to best practice webinars and resources
- Annual health check with research-based recommendations for website optimization
- DDoS mitigation
- Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)

SUBSCRIPTIONS

Communications Cloud (Tier: Up to 75,000 Subscribers)

*In the event that the 75,000 subscriber limit is exceeded or likely to be exceeded during an annual subscription term of this Agreement, Contractor shall provide updated pricing to City for the appropriate subscriber level.

The Cloud is a Software-as-a-Service (SaaS) solution that enables government organizations to connect with more people. By leveraging the Cloud, the City will be able to utilize a number of different outreach mediums, including email, SMS/text messages, RSS feeds, and social media integration to connect with its target audiences. The Cloud includes:

- Unlimited email sends with industry-leading delivery and management of all bounces
- Support to upload and migrate existing email lists
- Access to participate in the GovDelivery Network
- Ability to send mass notifications to multiple devices
- 24/7 system monitoring, email and phone support during business hours, auto-response to inbound messages from end users, and emergency support
- Text-to-subscribe functionality
- Up to 2 Web-hosted training sessions annually
- Up to 50 administrators

- Up to 1 GovDelivery account(s)
- Access to a complete archive of all data created by the City for 18 months (rolling)
- Up to 3 hours of message template and integration development
- Up to 100 subscription topics
- Up to 100,000 SMS/text messages per year from a shared short code within the United States. **International numbers are not supported. SMS/text messages not used in the period of performance will not carry over to the following year.**

SUBSCRIPTIONS

Communications Cloud Advanced Package

The Advanced Cloud Module gives government communicators better insight into the needs of citizens and improves their ability to enhance online transactions, promote behavior change through public awareness, and improve citizen engagement. The Advanced Cloud Module adds streamlined marketing capabilities that incorporate greater degrees of audience segmentation, personalization, message testing, and mobile engagement. The Advanced Cloud Module includes:

- Dynamic segmentation around bulletins, engagement, and question (e.g. zip code)
- Canned campaigns for re-engagement and new subscriber onboarding
- Testing: Simple (A/B, 10/10/80)

A subscription for the Advanced Cloud Module is dependent on an active license for the GovDelivery Communications Cloud.

General Terms and Conditions for New Services/Subscriptions:

- The fees outlined above are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of the City of Santa Clara to provide applicable exemption certificate(s).
- Granicus Communications Suite Subscriber Information.
 - Data provided by the City and contact information gathered through the City's own web properties or activities will remain the property of the City ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the City, unless required by law.
 - Granicus shall: (i) not disclose the City's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the City hereby grants to Granicus a perpetual, noncancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the City, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

- Data obtained through the Granicus Advanced Network.
 - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus City's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.
 - Network Subscribers are available for use while the City is under an active subscription with Granicus. Network Subscribers will not transfer to the City upon termination of any Granicus Order, SOW, or Exhibit. The City shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. Except as required by applicable law, all information related to Network Subscribers must be destroyed by the City within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
 - Opt-In. During the last 10 calendar days of the City's subscription, the City may send an opt-in email to Network Subscribers that shall include an explanation of the City's relationship with Granicus terminating and that the Network Subscribers may visit the City's website to subscribe to further updates from the City in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the City upon termination.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GRANICUS, LLC**

**EXHIBIT B-2
FEE SCHEDULE**

Consultant shall provide a schedule of rates and fees which includes all billing amounts and costs (if applicable). In no event shall the amount billed to City by Contractor for Additional Services under this Agreement exceed Four Hundred Seventy Three Thousand, Three Hundred and Five dollars and no cents (\$473,305.00), subject to budget appropriations for an Agreement total not to exceed amount of Six Hundred Thirty Nine Thousand, One Hundred and Fifteen dollars and no cents (\$663,115.00).

Additional Website Redesign Services

Cost Summary of Additional Professional Services for City Website Customizations (Non-recurring)	\$15,000.00
Cost Summary of Additional Professional Services for Library govAccess Specialty Subsite - Library	\$18,340.00
Cost Summary of Additional Professional Services for Communications Cloud	
Communications Cloud - Setup and Configuration	\$6,000.00
Communications Cloud - Online Training	\$ 500.00
Cost Summary of Additional Professional Services for Advanced Package	
Advanced Package - Setup and Configuration	\$1,500.00
Advanced Package - Online Training	<u>\$ 500.00</u>
Additional Total for Website Redesign Services	\$41,840.00
Credit for unused "Basic graphic redesign work"	(\$24,000.00)

Subscription Services

Rate listed below per year payable to Contractor in advance for each year of the Term of this Agreement. Contractor shall invoice City annually within thirty days of start of service.

Annual Fees for new Subscriptions Service

Annual Support	9/1/2019- 8/31/2020	9/1/2020- 8/31/2021	9/1/2021 - 8/31/2022	9/1/2022 - 8/31/2023	9/1/2023 - 8/31/2024	5 yr total
govAccess - Maint/ Hosting/ License Fee - Specialty Sub	3,960.00	4,158.00	4,365.90	4,584.20	4,813.40	
Communications Cloud	17,500.00	18,725.00	20,035.75	21,438.26	22,938.93	
Communications Cloud Advanced Package	3,750.00	4,012.50	4,293.37	4,593.91	4,915.49	
Total Annual Support	25,210.00	26,895.50	28,695.02	30,616.37	32,667.82	144,084.71

Annual Fees for Renewing Subscriptions Services

Subscriptions	9/1/2019- 8/31/2020	9/1/2020- 8/31/2021	9/1/2021 - 8/31/2022	9/1/2022 - 8/31/2023	9/1/2023 - 8/31/2024	5 yr total
govAccess (City site) SVP, SVP Fiber, SVACA	20,790.00	21,830.00	22,921.00	24,067.00	25,270.00	
Customizations (Recurring)	950.00	997.50	1,047.38	1,099.74	1,154.73	
6 SSL Certificates (Recurring)	1,312.50	1,378.15	1,447.01	1,519.40	1,595.34	
Total Annual Subscription	23,052.50	24,205.65	25,415.39	26,686.14	28,020.07	127,379.75

Optional Services enhancements/contingencies

Based on available allocations and annual budget approval

Optional Services	Yr1	Y2	Y3	Y4	Y5	5 yr total
City Website Services	-	20,000.00	20,000.00	20,000.00	20,000.00	
SVP website services	-	20,000.00	20,000.00	20,000.00	20,000.00	
Total Optional Services	-	40,000.00	40,000.00	40,000.00	40,000.00	160,000.00

Total Services	Yr1	Y2	Y3	Y4	Y5	5 yr total
Additional Contract Total for Website Redesign Services	41,840.00	-	-	-	-	41,840.00
Support Annual Fees for New Subscriptions	25,210.00	26,895.50	28,695.02	30,616.37	32,667.82	144,084.71
Annual Fees for Renewing Subscriptions	23,052.50	24,205.65	25,415.39	26,686.14	28,020.07	127,379.75
Total Optional Services	-	40,000.00	40,000.00	40,000.00	40,000.00	160,000.00
Total Additional Contract Value	90,102.50	91,101.15	94,110.41	97,302.51	100,687.89	473,304.46

Option Services

Optional services not specifically covered in the Agreement and extra hours will be presented to City for approval prior to commencement of work ("Optional Work") and approval may be subject to budget appropriations, City Council's approval, City's discretion, and Granicus' scope of work.

Optional work outside of the scope of work of this Agreement shall be scoped by Granicus and presented to City via a written scope of work. Such additional scope of work shall commence upon the written, mutual agreement of both Parties.

City shall be responsible for any or all additional fees including, without limitation: photography, stock images, illustration, fonts, scanning, software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable. Maintenance work is considered Optional Work as defined herein.

Payment Structure

All work for the new services and subscriptions under this Agreement shall commence on 9/1/2019. All annual fees are due upfront. All services for Communications Cloud shall be invoiced upfront on 9/1/2019.

All services for govAccess (website redesign) shall be invoiced according to the following milestones:

- An initial payment equal to 40% of the total;
- A payment equal to 20% of the total upon Granicus' delivery of the draft homepage design concepts to the City;
- A payment equal to 20% of the total upon implementation of the main website into the VCMS on a Granicus-hosted development server; and

- A payment equal to 20% of the total upon completion; provided, however that the City has completed training. If the City has not completed training, then Granicus shall invoice the City at the earlier of: completion of training or 21 days after completion.



Agenda Report

19-350

Agenda Date: 7/9/2019

REPORT TO COUNCIL

SUBJECT

Action on a Resolution for the Use of City Electric Forces at Various Locations

BACKGROUND

Charter Section 1310 titled Contracts on Public Works states, in part, "that every contract involving an expenditure of more than one thousand dollars (\$1,000) for the construction or improvement (excluding maintenance and repair) of public buildings, works, streets, drains, sewers, utilities, parks and playgrounds shall be let to the lowest responsible bidder." The section further states that "the City Council may declare and determine that, in its opinion, the work in question may be performed better or more economically by the City with its own employees, and after the adoption of a resolution to this effect by at least four affirmative votes, it may proceed to have said work done in the manner stated, without further observance of the provisions of this section."

DISCUSSION

Staff believes that the work described below is best and most efficiently performed with City Forces based upon the following factors: (1) the work is limited in size and scope; (2) the in-house work force has knowledge and training in operating and maintaining the electric system that can be leveraged to more economically perform this work; and (3) bidding out the work and contracting with a private entity would not likely result in a lower overall cost or time savings. Therefore, staff recommends that the City Council make a finding that City Forces can best perform the installation of the following electric facilities and approve the use of City Forces.

Estimate Number:	<u>34556</u>
Location:	3505 Kifer Road
Type of Service:	New Business
Description of Work:	Install 12kV system including 10,000 feet cable, 3 5-way switches, 9 transformers, 93 splices and 93 connectors. Install low voltage system including 11,000 feet cable and 230 connectors to connect customer services. Install 384 meters. Remove 1,000 feet 12kV cable.
Estimated Cost:	\$764,595
Appropriation:	Electric Utility Fund (591) Project 2005 - New Business Estimate Work
Source of Revenue:	Customer/Developer Contribution, Salvage Plant, Customer Service Charges

Estimate Number: 34966
Location: 967 Warburton Avenue
Type of Service: New Business
Description of Work: New underground conductors to provide electricity for 4 new single family homes.
Estimated Cost: \$3,417
Appropriation: Electric Utility Fund (591) Project 2005 - New Business Estimate Work
Source of Revenue: Customer/Developer Contribution, Customer Service Charges

Estimate Number: 35654
Location: 1950 El Camino Real
Type of Service: New Business
Description of Work: Remove BT-742 and BT-743 from V-27 to MH-849. Remove transformer #9134. Cut BT-194 at MH-186. Cut BT-194 at MH-849 and re-loop BT-742 and BT-743.
Estimated Cost: \$15,351
Appropriation: Electric Utility Fund (591) Project 2005 - New Business Estimate Work
Source of Revenue: Salvage Plant, Customer Service Charges

Estimate Number: 35895
Location: 90 Kiely Boulevard
Type of Service: Reliability
Description of Work: Replace existing pole and equipment.
Estimated Cost: \$7,558
Appropriation: Electric Utility Fund (591) Project 2006 - Distribution Capital Maintenance and Betterments
Source of Revenue: Customer Service Charges

Estimate Number: 35419
Location: 526 Laurelwood Road and 3185 Molinaro Street
Type of Service: Load Increase
Description of Work: Split two loads on existing 3-Phase, 300kVA transformer located on Pole 77F07. Install new 50 foot/CL1 wood pole with one new 3-Phase, 150kVA transformer. Transfer service for 526 Laurelwood Rd from 300kVA transformer to new 150kVA transformer. Service drop for 3185 Molinaro St to remain as is.
Estimated Cost: \$8,918
Appropriation: Electric Utility Fund (591) Project 2006 - Distribution Capital Maintenance and Betterments
Source of Revenue: Customer/Developer Contribution, Customer Service Charges

Estimate Number: 35745
Location: 501 Reed Street
Type of Service: Reliability
Description of Work: Replace existing pole 47B29.
Estimated Cost: \$8,092
Appropriation: Electric Utility Fund (591) Project 2006 - Distribution Capital Maintenance and Betterments
Source of Revenue: Customer Service Charges

Estimate Number: 34690
Location: Mission College Boulevard and Wyatt Drive
Type of Service: Street Lights
Description of Work: Install 5 new street lights and 2100 foot underground streetlight cable. Connect all lights to streetlight circuit using underground connector. Remove 800 foot old streetlight cable and 3 lights.
Estimated Cost: \$27,548
Appropriation: Street Lighting Fund (534) Project 2872 - New Development Street Lighting
Source of Revenue: Customer/Developer Contribution, Salvage Plant

ENVIRONMENTAL REVIEW

The actions being considered are exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 15302(c) (Class 2 - Replacement or Reconstruction) because they involve the replacement or reconstruction of existing utility systems and/or facilities involving negligible expansion of capacity, and 15303(d) (Class 3 - New Construction or Conversion of Small Structures), because they involve the construction of new electric utility extensions.

FISCAL IMPACT

The funds to support the staff time and related construction materials for the work detailed in this report, totaling \$835,479, are included in the Adopted Fiscal Year 2019/20 Capital Improvement Program Budget, as indicated by each project appropriation.

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 approving the use of City Electric Forces for the installation of facilities at 3505 Kifer Road, 967 Warburton Avenue, 1950 El Camino Real, 90 Kiely Boulevard, 526 Laurelwood Road and 3185 Molinaro Street, 501 Reed Street, and Mission College Boulevard and Wyatt Drive.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Use of City Electric Forces Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
AUTHORIZING THE USE OF CITY ELECTRIC FORCES
PURSUANT TO CHARTER SECTION 1310**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the City of Santa Clara's Charter section 1310 requires all contracts involving an expenditure of over \$1,000 for public works to be let to the lowest responsible bidder;

WHEREAS, Charter section 1310 permits the City to use its own employees if the City Council determines that the public works may be done better or more economically by the City's own employees, and, upon such determination, the City may proceed to have the public works done without further observance of Charter section 1310;

WHEREAS, the City's Electric Utility desires to perform certain public works, including the installation of electric facilities, as set forth in the Report to Council dated July 9, 2019, by its own employees;

WHEREAS, the City has in-house knowledge and trained personnel operating and maintaining the electrical system that can be leveraged to complete the limited size and scope of this work; and,

WHEREAS, the City Council has declared and determined that the work in question may be performed better or more economically by the City with its own employees.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. The City Council of the City of Santa Clara does hereby declare and determine that the public works set forth in the July 9, 2019 Report to Council, attached hereto and incorporated by this reference, may be performed better or more economically by the City with its own employees.

2. 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 _____, 2019, 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: 7/9/2019 Report to Council.

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Agenda Report

19-472

Agenda Date: 7/9/2019

REPORT TO COUNCIL

SUBJECT

Action on the 2019 Annual Report Related to the Federal Emergency Management Agency's National Flood Insurance Program's Community Rating System

BACKGROUND

The City has participated in the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program's (NFIP) Community Rating System (CRS) program since 2002. CRS is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements.

Flood insurance premium rates for residents and businesses are discounted to reflect the reduced flood risk resulting from the community activities meeting the three goals of the CRS:

1. Reduce flood damage to insurable property;
2. Strengthen and support the insurance aspects of the NFIP; and
3. Encourage a comprehensive approach to floodplain management.

The City is currently CRS Class 8, which means the City's residents and businesses in a Special Flood Hazard Area (SFHA) are eligible for a 10 percent insurance premium discount, and others in the City that are not in a SFHA are eligible for a 5 percent insurance premium discount. The average annual flood policy premium in the City is approximately \$875, and average insurance coverage is about \$310,000. Due to participation in the CRS program, the estimated total flood insurance premium savings in the City is over \$72,500 for 2019. Estimated premium savings is slightly up from 2018, possibly due to rising insurance premium costs.

The City works closely with the Santa Clara Valley Water District (Valley Water), whose participation in CRS dates back to 1998. Valley Water's participation in CRS allows them to document qualifying flood risk reduction activities they perform throughout the Santa Clara County. CRS credits for these Valley Water activities are then transferred to each CRS participating community, including the City of Santa Clara, and contributes to the flood insurance premium discount residents and businesses enjoy.

The Program for Public Information (PPI) was introduced into CRS in 2013. The PPI encourages participating CRS communities to work together with local stakeholders to design a program for community outreach on flood risk reduction that best fits local needs. Valley Water took a lead in the development of the Santa Clara County Multi-Jurisdictional PPI, a countywide collaboration outreach program to increase flood awareness. The countywide Multi-Jurisdictional PPI was created by Valley Water and all participating CRS communities in April 2015.

FEMA requires that an annual evaluation report on the Multi-Jurisdictional PPI be shared with the elected bodies that approved them. City Council approved the 2015 Santa Clara County Multi-Jurisdictional PPI related to floodplain management on July 14, 2015. The Annual Evaluation Report for FY 2016 (Year One), FY 2017 (Year Two), FY 2018 (Year Three) were presented to the Council on October 14, 2016, May 8, 2018 and October 9, 2018 respectively.

DISCUSSION

The fourth annual report to FEMA documenting PPI activities and accomplishments in FY 2019 was released by Valley Water in June 2019 and the report is being provided to the Council as an informational item to satisfy the FEMA requirement. In addition to the general flood awareness message that FEMA wants all CRS communities to share, three additional messages were added for Santa Clara County based on input received through the PPI stakeholder process. They are (1) FEMA's "Turn Around, Don't Drown ®" which encourages people to stay out of flooded roads, whether driving or walking; (2) Download disaster apps; and (3) Make a family emergency plan before an emergency happens. A draft of the Annual Evaluation Report for FY19 (Attachment 1) is included for further information.

The PPI gives the City opportunities to earn extra credit points under the NFIP CRS program. Every 500 CRS points translates to a 5 percent discount on flood insurance premium for properties in the SFHA. In addition to the annual recertification submittal to FEMA, a field audit is performed by FEMA representative every five years to verify flood reduction activities that have been implemented, and to determine the City's new CRS Class. In September 2018, the City had its latest verification visit which was based on revised, more comprehensive CRS requirements.

Staff received preliminary results on the last verification visit from FEMA. The preliminary results indicated the City will be receiving all of the available CRS credit points for the City's work related to PPI, which is around 300 points. Because of the City's improved services related to flood safety outreach, floodplain regulation enforcement, and flood hazard mitigation, the City's CRS Class rating should be upgraded from Class 8 to Class 7 based on the preliminary results. This change in Class would mean that residents receive a 15 percent discount instead of the current 10 percent discount for properties in the SFHA. Staff is awaiting the final 5-year verification report from FEMA and will share it with the Council upon receiving.

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 either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

The staff time for the City's participation in CRS is and has been supported by the General Fund. Since the outreach projects are set to repeat annually, the increase in staff effort due to implementation of PPI is small and it is mainly for project documentation.

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

Note and File the 2019 Annual Report for the Santa Clara County Multi-Jurisdictional Program for Public Information related to the Federal Emergency Management Agency's National Flood Insurance Program's Community Rating System.

Reviewed by: Craig Mobeck, Director of Public Works

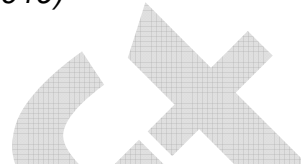
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Annual Evaluation Report for FY19

Annual Evaluation Report for FY19 (Year 4)

(July 2018 to June 2019)



Santa Clara County Multi-Jurisdictional Program for Public Information 2015



June 2019

**Santa Clara County Multi-Jurisdictional Program for Public Information
Annual Evaluation Report for FY19 Year 4 (July 2018 to June 2019)**

I. INTRODUCTION

Ten cities and the Santa Clara Valley Water District (District) have been active participants in the National Flood Insurance Program's (NFIP) Community Rating System (CRS) for almost 20 years. CRS is a voluntary program of the Federal Emergency Management Agency (FEMA) NFIP that allows participating communities to earn flood insurance premium discounts for their residents and businesses by agreeing to adopt and enforce practices that meet or exceed FEMA's requirement to reduce the risk of flooding. As the flood risk reduction agency for Santa Clara County, the District performs many flood related outreach and maintenance activities that earn CRS points for the County's CRS-participating communities. CRS points reduce, in 5% increments, flood insurance premiums for participating communities. The total savings for Santa Clara County residents from CRS discounts last year was approximately \$2.2 million.

The *CRS Coordinator's Manual, 2013 edition*, included the option to undertake a Program for Public Information (PPI) which is a method to customize flood risk reduction outreach messages and increase CRS points. The District hosted the development of a Multi-Jurisdictional PPI in 2013 and 2014 so that all Santa Clara County CRS participating communities could work together and benefit from this effort. This PPI was finalized in April 2015. This report is the third Annual Evaluation Report (Report) to document our PPI activities.

The number of CRS points that will be earned by the PPI are determined by FEMA's consultant, Insurance Services Office (ISO/ CRS Specialists) examiners. We estimate that we could earn up to 340 points per participating community for our PPI efforts. The complete list of outreach projects is included as Attachment 1 of this Report. Attachment 1 lists all projects proposed in the 2015 PPI, with a "Project Accomplishments" column noting actions taken during the third year of the PPI, FY18.

One important benefit from our PPI work has been developed through the close collaboration between city staff who work on flood protection throughout the County. Together, we have strengthened our CRS programs and learned from one another about shared flood protection and land use issues. For the Santa Clara County CRS Users Group, the PPI is our most important project. In addition to the PPI, the CRS Users Group also learned about new FEMA maps that are being updated to reflect coastal flooding in the San Francisco Bay. A sub-group of shoreline communities worked together on improved maps as part of this process. The CRS Users Group and the PPI effort provided a forum for the advancement of flood protection issues throughout the County. Twelve agencies initially participated in this Multi-Jurisdictional PPI; nine have approved it. We will continue to actively recruit more participation.

II. PPI DEVELOPMENT PROCESS

The District initiated the PPI process for Santa Clara County in November 2013. The District hosted the process and provided staffing, while each participating community was required to: (1) conduct the CRS Self-Assessment; (2) recruit a non-governmental external stakeholder; (3) participate in the PPI Committee meetings; and (4) bring the PPI to their elected body for approval. With the enthusiastic support of the CRS coordinators, the PPI process was started.

A number of meetings were held in 2013 and 2014 to develop the PPI. A committee worked between the meetings to draft the PPI and compose the extensive list of possible projects (*Attachment 1, which is Appendix A of the 2015 PPI*). Table 1 shows dates of approval of the PPI by each participating agency as of July 20, 2018. Nine agencies have approved; San Jose, Cupertino, and the County of Santa Clara are still pending approval.

Table 1. Dates of PPI Approval

Agency	Date of Approval	Yes	Scheduled But Not Approved	Not Scheduled
Santa Clara Valley District	4/14/15	X		
City of Cupertino	Not Yet Scheduled			X
City of Gilroy	11/21/16	X		
City of Los Altos	6/23/15	X		
City of Milpitas	1/19/16	X		
City of Morgan Hill	8/24/16	X		
City of Mountain View	10/27/15	X		
City of Palo Alto	6/8/15	X		
City of San Jose	Scheduled for Spring 2019		X	
City of Santa Clara	7/14/15	X		
Santa Clara County	Not Yet Scheduled			X
City of Sunnyvale	6/23/15	X		
Total Approved		9		
Approval Scheduled			1	
Not Yet Scheduled				2

III. PPI ACCOMPLISHMENT FOR 2018

The PPI accomplishments for FY18 fall into three categories. The first was continuing to get the PPI approved by the governing bodies of the participating communities. The second was to continue to implement our accounting system to keep track of the PPI projects. The third was carrying out an extensive outreach program for flood risk reduction.

Elected Body Approval: Including the District, nine of the 12 participating agencies had the PPI approved by their governing body by the end of FY18. The approval dates are shown by city/agency in Table 1. The City of San Jose has the approval scheduled for Spring 2019 and the City of Cupertino and the County are each still pending approval.

Accounting System: Because the 2015 PPI included up to 12 agencies, tracking implementation became quite cumbersome compared to a single agency PPI. The District continues to host the record-keeping to ensure consistency throughout the County. An

electronic file-sharing system, Egnyte, was initially set-up with folders for each of the agencies to file documents related to the 83 potential outreach projects identified in the PPI, including a comprehensive spreadsheet showing which projects were accomplished in any given fiscal year, by community/agency. This spreadsheet, along with the Annual Evaluation Report, will be submitted with annual CRS recertifications. PPI related projects carried out by the District almost always apply to the entire county. Cities carried out projects in addition and they are shown on the composite spreadsheet which includes input from each city.

At the May 22, 2018 CRS Users Group Meeting, the committee discussed the status of implementing Egnyte. We discussed the benefits of using the system for not only tracking PPI outreach projects, but also identified the benefits of restructuring the file system to track all CRS related documentation, including the 2015 PPI projects. The benefits are:

- Information Share / Knowledge Transfer: Communities can view each other's program documentation. When a community improves their CRS rating, another community can go access the documents submitted to determine how they carried out the CRS credited activity(ies) that helped improve their score.
- Document Repository: Central location for CRS related documentation, organized to mirror the CRS Coordinator's Manual (by community/by activity/by element). This will be helpful for both CRS annual recertifications and cycle visits/audits, as well as when a community experiences staff turnover.

Summary of PPI Projects Accomplished in FY18

Appendix A from 2015 PPI noting FY18 Project Accomplishments (Attachment No. 1) is summarized as follows:

- Of the 49 Community at Large outreach projects (CAL OP) identified in the PPI, at least 48 were accomplished. 3 Outreach Projects related to the Winter Preparedness briefing were eliminated because the briefing is not an outreach open to the public, rather only agency staff participate.
- For outreach projects in the Special Flood Hazard Area (SHFA OP), at least 20 of the 22-potential projects were accomplished.
- Of the 9 Targeted Audience outreach projects (TA OP) identified, 7 were accomplished.

These numbers go well beyond the requirements of the CRS Program, and we anticipate collecting the maximum number of points for our collective efforts in 2018.

Outreach Program

The District's flood awareness campaign for the 2017-2018 winter season followed a year in which the District's flood risk reduction efforts were under increased scrutiny. The historical flooding along Coyote Creek in February 2017 was a very painful and visual reminder of flood threats in our county.

As a result, the District doubled-down on its commitment to reduce flood risks and increase awareness among residents with a series of long-term and short-term measures on Coyote Creek that included physical barriers, revised reservoir operations, community resource fairs and more (details available on: <https://valleywaternews.org/2018/02/21/one-year-after-the-flood/>). Our community outreach efforts were supplemented by an educational paid advertising campaign. This year, our advertising campaign was supplemented by a

series of formative research to truly understand our target audience, its level of awareness, and explore what educational messages and images most appealed to the group.

The District's annual flood awareness campaign has a budget of \$290,000. The total budget encompasses a paid advertisement campaign as well as staff outreach efforts related to flood awareness. The polling services provided by Probolsky cost \$23,000. The remaining campaign funds were allocated for expenses related to community events such as the Coyote Creek resource fairs and additional community events during the months of September through March.

The paid flood awareness campaign ran over a five-month period, from December 2017 through April 2018. The total paid advertisement campaign budget was \$180,000 and was exhausted. The cost of the floodplain mailer due to an increase in size was almost \$60,000. Total campaign impressions were calculated at over 21.8 million; with a cost of \$5.50 per thousand impressions.

Community Events: District communications staff actively participated in emergency preparedness fairs and community events in the fall of 2017. During that time staff attended 17 community events to distribute flood safety information including our starter emergency kits.

In addition, the District Speaker's Bureau Program includes general information on flood protection, including CRS, the county's ALERT system, flood insurance, and District's ongoing flood protection projects. During the 2018 Fiscal Year, 11 Speaker's Bureau presentations were given to diverse groups throughout the county. The District does not post the PowerPoint Presentations on our website, nor is it posted on social media. However, if an organization requests an electronic/hard copy, it is provided. Information on the District's Speakers Bureau Program is available on our website: <https://www.valleywater.org/learning-center/lets-talk-water-speakers-bureau>. In addition to these community efforts, District board members submitted guest columns to be placed in local newspapers. The District submitted four winter-related or flood protection-related columns that contained flood safety messages as well as PPI messages during the months of March, June, September (2017), and February (2018).

Advertising Campaign: The paid advertisements began in December 2017 and ran through April 2018. In preparation for the campaign, as early as September 2017, Office of Communications staff led social media and digital communication efforts to convey flood safety messages including the use of Facebook, Twitter and blog posts, as well as the District's e-newsletter. A key strategy of the paid campaign was to incorporate key PPI messages in our ads as much as possible. These messages were derived from the District's annual Flood Plain Mailer, a publication distributed to residents in FEMA designated floodplains (Attachment 1 - Special Flood Hazard Area [SFHA] Outreach Projects [OP] 1 and 3). The flood awareness campaign included:

Customer Target: The campaign was targeted to residents and commuters within Santa Clara County, and residents in areas in or near a Special Flood Hazard Area. These targeted areas were determined using zip codes from the floodplain mailer address list, which is based on published FEMA flood maps.

Media: The media breakdown was as follows:

- a) Radio – 45 percent
- b) Online & Social Media– 23 percent

c) Print (including Ethnic publications) – 32 percent

Radio: (45 percent)

Scripts for radio were drafted to include key PPI messages such as making an emergency plan and preparing for flooding by purchasing flood insurance. The radio buy included 892 spots of both 15 second weather alerts and 30 second campaign spots for a total of 17 weeks on the following mainstream English radio stations: KBAY and KEZR. Ads were translated in Spanish (KBRG), Vietnamese (Cali Today and KVNN) and Chinese (KSQQ). The campaign had two kinds of radio ads: general ads and weather alerts. The weather alerts were scheduled days in advance of anticipated rain storms; weather alerts were heavily used during the months of January and March. General radio ads were scheduled throughout the campaign duration from January through April. Total impressions from radio spots were 4,462,514.

Online & Social Media: (23 percent)

The online buy included English banner ads on Facebook and Google AdWords, as well as Magellan Ads which featured all four languages. Facebook ads were targeted to specific characteristics (such as homeowners and renters) and interests including emergency preparedness and flood insurance and featured four versions of ads on topics (sandbags, flood insurance, emergency preparedness, and the flood ready theme). The Google AdWords buy placed ads through the Google Display Network, which allowed us to target to websites, smart phone apps and blogs according to specified keywords, topics/themes, websites and demographics that aligned with our target audience.

Ads placed through Magellan featured all four languages with the same banner ads as the Facebook and AdWords, with similar targeting used in the Facebook buy. The online ads launched in December 2017 and ran through March 2018, serving a total of 12,534,028 impressions and generating 37,234 clicks. The cost per result was \$0.88 for Facebook. The click through rate was 0.46% for Google AdWords, and Magellan 0.04%.

Print: (32 percent)

Print advertisements were placed as half page ads in the Mercury News and translated into Spanish, Chinese and Vietnamese for publication as full-page ads in El Avisador, El Observador, World Journal News (Chinese) and Cali Today (Vietnamese). Ads launched during the week of December 17 and were scheduled to run through March 18. Total impressions from print ads were 4,709,000.

Results:

Traffic to the flood protection resources page through the duration of campaign resulted in a total of 53,432-page views to both the flood protection resources and flood safety tip pages. During the campaign months, the flood protection resource page was the second most viewed page on the district's website. Prior to the 2017-2018 campaign launch, the flood protection resources page was restructured to serve as a hub of flood safety information with icons leading to a series of related web pages including information on flood zone maps, signing up for emergency alerts, sandbags, reporting local flooding and safety tips. Of these subpages, the most accessed was the emergency alerts resource page, which promoted the county's newly launched ReadySCC app and the AlertSCC service. Pageviews to these resources increased by more than 17,000 clicks despite a reduced media buy. The last two

campaign years had used the entire budget for a paid advertisement campaign. Coupled with staff community outreach efforts, the 2017-2018 campaign was a robust campaign with excellent results.

IV. SANTA CLARA COUNTY CRS USERS GROUP MEETINGS 2018 – MONITORING AND EVALUATING THE PPI

CRS Users Group meetings were held on May 22, 2018 and July 9, 2018 to gather communities' input on project accomplished in FY18. Agenda and attendance sheets for each meeting are included as Attachments 2-5. At the July 9th meeting, a draft PPI Annual Evaluation Report FY18 (Year 3) was handed out to the communities for their review and input.

As required by CRS, our May and July meetings were to monitor the implementation of the 2015 PPI outreach projects and to determine if the desired outcomes were achieved, as well as if any changes to the PPI were needed. The Users Group agreed that our 2015 PPI messaging and projects to support those messages would remain the same for the duration of the 2015 PPI, which sunsets in 2020.

We discussed lessons learned from our third year and what was important to continue and strengthen. Attendance was excellent; staff from eleven agencies participated, as well as some external stakeholders and other interested parties.

The general consensus is that our PPI implementation is on target and that no changes are needed. Cities who have had the PPI approved by their elected officials reported receiving strong support. For cities that had not gotten the PPI approved yet, the major problem was workload. The Public Works Departments in our area have a great deal of work to do now because of the high development level with the Silicon Valley's current economic boom.

The PPI Annual Evaluation Report needs to be shared with each participating community's governing body. Table 2 is a chart of how each community expects to communicate the report.

Table 2. How PPI Annual Evaluation Report will be shared with Community's Governing Body

	Community	Method for Sharing
1	Santa Clara Valley Water District	Board Non-Agenda Item
2	City of Cupertino	TBD
3	City of Gilroy	Consent Calendar
4	City of Los Altos	City Manager's Weekly Update
5	City of Milpitas	Monthly Report to Council
6	City of Morgan Hill	Council Consent Calendar
7	City of Mountain View	Council Weekly Update
8	City of Palo Alto	Informational Staff Report
9	City of San Jose	City Manager's Weekly Report
10	City of Santa Clara	Friday Update to Council
11	City of Sunnyvale	City Manager's Bi-Weekly Report
12	County of Santa Clara	TBD

V. FUTURE MESSAGING

The messages that we chose originally are still relevant to Santa Clara County. We continue to increase our efforts to get people to prepare their personal/family emergency plans and be flood-ready. This will be incorporated in the flood preparedness outreach that is done every fall. We will also coordinate efforts with the District's Education Outreach Program to promote flood preparedness in local schools with an emphasis on reaching students and families that were affected by the February 2017 floods.

Another recommendation of the PPI Committee is to increase the use of social media for messaging. People are using their phones more and more to get information, so the more we can use banner ads, sponsored articles, etc., the better. The PPI Committee was pleased to see all the outreach in different media that the District had done the year before. The meeting attendees shared that they had seen various messages throughout the season on different media.

In support of our preparedness messaging, we will continue to promote the importance of having family emergency plans and emergency kits ready to go before an emergency event occurs. As we did last year, emergency starter mini-kits of emergency supplies have been developed as a give-away for emergency preparedness fairs or events. This year, to qualify for an emergency starter mini-kit, each person will have to demonstrate they've downloaded an emergency alert App onto their cell phones. We are promoting the County's recently launched ReadySCC App, as well as the American Red Cross Flood App. For people who do not have cell phones, they will be asked to demonstrate that they've started to complete an American Red Cross Emergency Contact Card that will be provided to them.

Additionally, Education Outreach (EO) presented flood awareness programming in classrooms throughout the county from October 2017 to March 2018. In addition to the classroom presentations, EO invited over 4,000 students in 176 classrooms, from 39 schools, to enter the District's "Are You Flood Ready?" flood awareness coloring contest. The schools were located in 8 cities throughout the county; Campbell, Cupertino, Milpitas, San Jose, Morgan Hill, Santa Clara and Saratoga, these were schools that had requested visits from Education Outreach for the 2017-18 school year.

The coloring contest closed in March 2018 and over 350 entries were received from 16 different schools. Winning entries were selected to represent each of the District's seven board members' districts and prizes were awarded. The winning students received an emergency hand-crank radio, plus an emergency mini starter kit and a copy of "Chicken Little's Flood Advice" (a book about a character that is always prepared for any emergency). Emergency mini starter kits, "Chicken Little's Flood Advice" books and a copy of the Red Cross Emergency Contact Card were given to all students in the winning student's classes. The teacher in the winning students' classrooms received a back-pack full of emergency supplies to keep in the classroom.

Targeted Outreach: Education Outreach reached out to schools from the flood zone of the February 2017 Coyote Creek Flood to ask if they were interested in the EO Program. One school requested a visit and EO presented in May 2018.

VI. CONCLUSION

Overall, the CRS Users Group was successful in implementing the PPI in FY18. The PPI allowed for participating communities to mutually decide which flood risk reduction messages are most appropriate and identifies how those messages are delivered. The objectives of participating in the PPI are to enhance the effectiveness of the flood risk messages to residents, reduce flood risks within the county, and earn valuable CRS credit points when identified projects are implemented by communities. The Users Group and the PPI will continue through FY19.

Attachments for submission to District Board, City Councils/Managers, and FEMA as part of 2018 Verification/Recertification Package, as required:

1. Appendix A from 2015 SC County Multi-Jurisdictional PPI noting FY18 Project Accomplishments
2. May 22, 2018 Santa Clara County CRS Users Group Meeting Agenda
3. May 22, 2018 Santa Clara County CRS Users Group Meeting Sign-in Sheet
4. July 9, 2018 Santa Clara County CRS Users Group Meeting Agenda
5. July 9, 2018 Santa Clara County CRS Users Group Meeting Sign-in Sheet



Agenda Report

19-553

Agenda Date: 7/9/2019

REPORT TO COUNCIL

SUBJECT

Action on a Resolution Authorizing an Application for the County of Santa Clara Historic Grant Program for the City-owned Harris-Lass Historic Preserve at 1889 Market Street

BACKGROUND

The Department of Public Works oversees maintenance and repairs for approximately 800,000 square feet of buildings throughout the City, including five Historic Properties. This year, the City will apply for a Santa Clara County Parks & Recreation Grant for Historic Properties. The Board of Supervisors established the Historic Grant Program in 2018 with the purpose of celebrating history in Santa Clara County with a preference for projects that acknowledge untold stories in underrepresented communities. The overall grant funding from Santa Clara County is expected to be \$5 million dollars with \$1 million dollars going to the City's district.

The City is working closely with Craig Mineweaser, AIA, of Mineweaser & Associates, Preservation Architecture, to apply for funding for the Harris-Lass Historic Preserve located at 1889 Market Street. The project would restore the Tank House and rebuild the deteriorated rear porch to provide universal access to the farmhouse. The total cost of this restoration project is approximately \$150,000.

DISCUSSION

The County of Santa Clara announced this grant opportunity in March of 2019. Staff attended a technical workshop in April 2019 and will be submitting an application by July 19, 2019. The County plans to announce awards in December 2019. As part of the application process, the City shall adopt a resolution that acknowledges the grant and that the subject historic property will be continually used for a minimum of 20 years and will be open to all Santa Clara County residents. The resolution also authorizes the City Manager or designee to sign and submit Grant Applications to the County of Santa Clara, and to negotiate, execute, amend, or terminate the Grant Funding Agreement.

ENVIRONMENTAL REVIEW

The project being considered will be reviewed for categorical exemption from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15331 "Historical Resource Restoration/Rehabilitation," as the project is 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 with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings.

FISCAL IMPACT

The Santa Clara County Grant Program is offering \$5 million dollars in available funds with \$1 million dollars going to each Supervisorial District. There is no cost to the City other than administrative staff time and expense.

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, emailing 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 Authorizing an Application for the County of Santa Clara Historic Grant Program for the City-owned Harris-Lass Historic Preserve at 1889 Market Street; and
2. Authorize the City Manager to negotiate, execute, amend, or terminate any resulting Grant Funding Agreement.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
AUTHORIZING AN APPLICATION FOR THE COUNTY OF SANTA
CLARA HISTORIC GRANT PROGRAM FOR THE RESTORATION
AND REPAIR OF THE CITY-OWNED HARRIS-LASS HISTORIC
PRESERVE AT 1889 MARKET STREET**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the County of Santa Clara ("County") has established the Historic Grant Program to acknowledge and celebrate untold perspectives of underrepresented communities within Santa Clara County ("Grant Program"); and,

WHEREAS, the County funds the Grant Program; and,

WHEREAS, the City of Santa Clara (the "Applicant") submitted a Grant Application to the County in order to seek Grant Program funds for the following Project: **Tank House Restoration and Porch Repair of the Harris-Lass Historic Museum & Preserve**, which includes restoration of the historic tank house, and reconstruction of a deteriorated rear porch to provide universal access to the historic farm house (the "Project"); and,

WHEREAS, the Project will be located at 1889 Market Street, Santa Clara, California (the "Property"), and said Property is owned or controlled by the City of Santa Clara (the "Property Holder"); and,

WHEREAS, the County-funded Project is for a capital improvement of a structure or building of historic significance, then the County requires that the property on which the grant-funded capital improvement Project is located be continually used for a minimum of 20 years and be open to all Santa Clara county residents on a non-discriminatory basis; and,

WHEREAS, the Property Holder has granted permission (consent) to the Applicant to use the Property for the Project for the period of time ("Term") set out in the Grant Application, and said consent is evidenced by an attached grant deed, lease, license or other agreement granting such rights to the Applicant (Attachment 1); and,

WHEREAS, Applicant is required pursuant to the Historic Grant Program Procedural Guide to

designate a legally authorized representative to administer the Project and to execute the Grant Agreement, along with any amendments thereto, on behalf of the Applicant.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. The Project is located on the Property that will be continually used for the Project for the Term as set out in the Grant Application;
2. The City of Santa Clara hereby delegates authority to the City Manager or their designee, to sign and submit the Grant Application to the County of Santa Clara, to negotiate, execute, amend, or terminate the Grant Funding Agreement ("Grant Agreement") and any other agreements in relation to the Historic Grant Program, and authority to administer and carry out all terms and conditions of the Grant Agreement and related agreements including but not limited to taking any all other necessary actions to complete the Project.
3. By delegating such authority to the City Manager or their designee, the City of Santa Clara acknowledges, agrees, represents and warrants that the execution of the Grant Agreement and any and all other agreements or amendments by the City Manager or their designee, binds and obligates the City of Santa Clara to comply with all terms and conditions of such agreements, without the necessity of additional approvals or conditions;
4. The City of Santa Clara has had the opportunity to seek the advice of its own legal counsel and other professionals in connection with the Grant Agreement and the Historic Grant Program Procedural Guide.
5. The City of Santa Clara agrees that the terms and conditions of the Grant Agreement and the requirements of the Historic Grant Program Procedural Guide are acceptable and City of Santa Clara is ready, willing and able to carry out the terms and conditions of the Grant Agreement without any amendment thereto.
6. The City of Santa Clara hereby approves the Grant Application submitted on its behalf to the County of Santa Clara in relation to the Project and the request for Grand funds.

7. 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 _____, 2019, 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. Grant Deed for 1889 Market Street, Santa Clara, CA



Agenda Report

19-554

Agenda Date: 7/9/2019

REPORT TO COUNCIL

SUBJECT

Action on Award of Contract for the Westside Retention Basin Pump Replacement Project

BACKGROUND

The Westside Retention Basin Pump Station is located in the northern part of Santa Clara, bounded by Great America Parkway to the East and Old Mountain View-Alviso Road to the North (Attachment 2). The Pump Station has served a large water run-off catchment area for over 44 years and is considered one of the most critical stormwater infrastructures for the City. During construction of the Westside Retention Basin Desilting project, a condition assessment of the pump wet well and pumps was performed while the station wet well was drained. The condition assessment revealed that the existing pumps and motors are in a severely degraded condition. The efficiency of the existing pumps and motors is significantly reduced, and the various structural components have deteriorated. The current condition of the pumps requires immediate replacement.

The Westside Retention Basin Pump Replacement Project will replace all five pumps (three large pumps and two dry weather flow pumps), associated motors, appurtenances and structural components. The scope of work also includes the removal of electrical conduits and conductors between the motor control center and pump motors; furnishing and installing new electrical conduits and conductors for the new pumps; and modifying electrical controls.

DISCUSSION

On April 24, 2019, bids were opened for construction of the Project. Three bids were received ranging from \$798,000 to \$934,018 (Attachment 1). Anderson Pacific Engineering Construction, Inc. (APEC) submitted the lowest bid in the amount of \$798,000, which is 25.5 percent below the Engineer's Estimate (EE) of \$1,071,500. The EE was prepared based on cost of materials, equipment, labor projections and previously completed projects of similar size and nature of work. The EE also considered the current bidding climate where contractors have abundant civil engineering work in the greater Bay Area. The difference between the EE and the lowest bid may be attributed to the fact that APEC is a local firm and has extensive experience in pump replacement work that can complete the project efficiently.

APEC's bid was reviewed for compliance with the terms and conditions of the Bid Documents and has been determined to be the lowest responsive and responsible bidder. Staff recommends awarding the contract to APEC.

Construction of the Project is anticipated to start in the summer of 2019. Due to an extended lead time to size and order new pumps and motors, construction completion is scheduled for the fall of 2020.

ENVIRONMENTAL REVIEW

This Project being considered is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301, "Existing Facilities," 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 cost of the contract is \$798,000 plus approximately 15 percent contingency, or \$119,700, for any potential change orders for a total not-to-exceed contract amount of \$917,700. Staff recognizes the potential unknowns and challenges working with the existing facility and hence recommends a 15 percent construction contingency for this Project. There is sufficient funding in the project (535-1842) that was previously approved in the FY 2018/19 and FY 2019/20 Adopted Capital Improvement Program 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

1. Award the Public Works Contract for the Westside Retention Basin Pump Replacement Project (CE17-18-16) to the lowest responsive and responsible bidder, Anderson Pacific Engineering Construction, Inc., in the amount of \$798,000 and authorize the City Manager to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this Project; and
2. Authorize the City Manager to execute change orders up to approximately 15 percent of the original contract price, or \$119,700, for a total not to exceed amount of \$917,700.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Bid Summary
2. Storm Drain Pump Station Map



City of Santa Clara

Attachment No. 1 Bid Summary

19-554

Council Date: 07/09/2019

REPORT TO COUNCIL

SUBJECT

Action on Award of Contract for the Westside Retention Basin Pump Replacement Project

BID SUMMARY	Bid Opening Date: April 24, 2019	
ENGINEER'S ESTIMATE:	\$ 1,071,500	
Contractor	Total Bid (\$)	Percentage above/below Engineer's Estimate
Anderson Pacific Engineering Construction, Inc.	\$ 798,000	25.5% below
GSE Construction Company, Inc.	\$ 799,900	25.3% below
D.W. Nicholson Corporation	\$ 934,018	12.8% below



ATTACHMENT No. 2

City of Santa Clara Storm Drain Pump Station

Westside Retention Basin and Pump Station

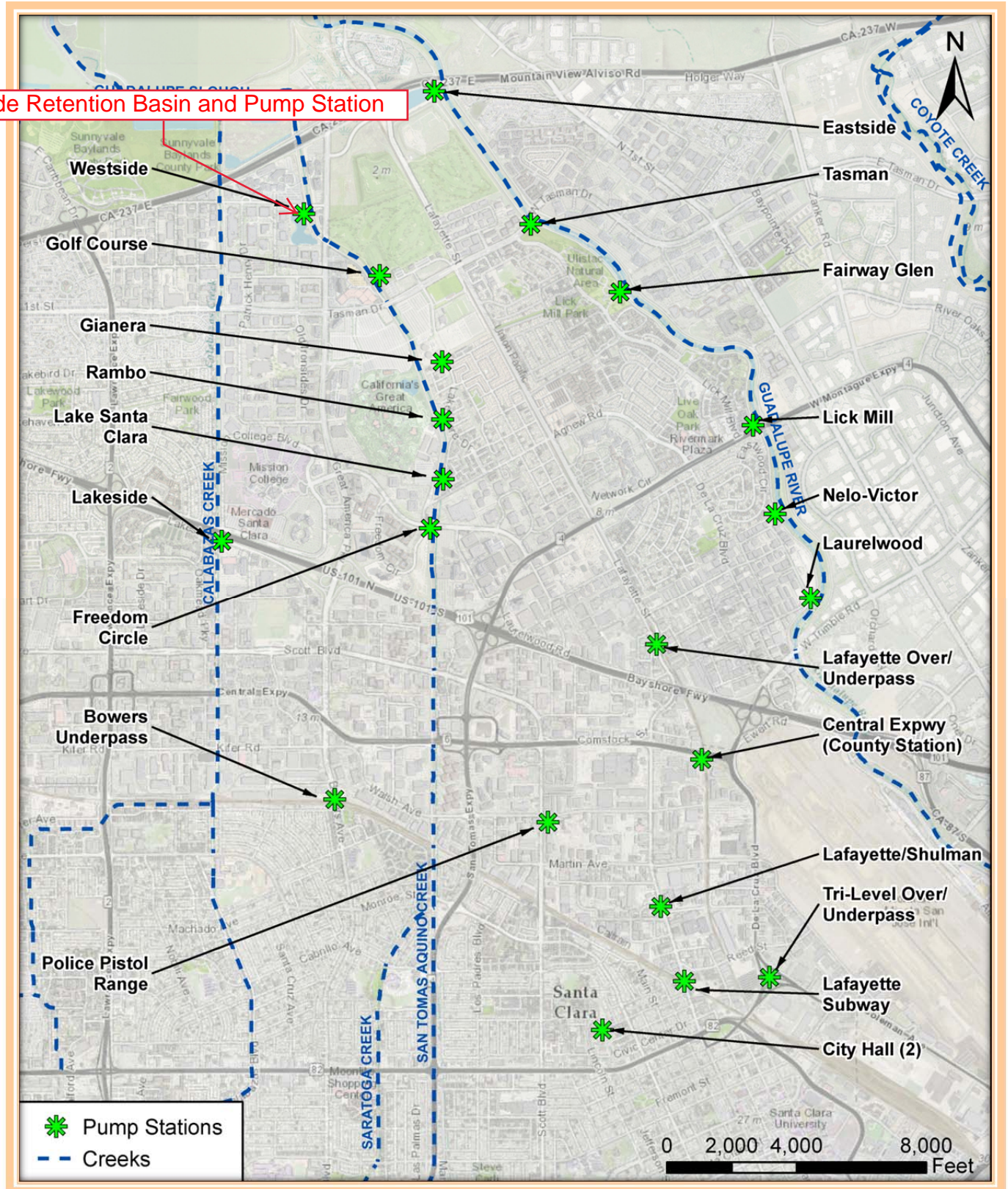


Figure 6-1: Santa Clara Pump Station Locations



Agenda Report

19-562

Agenda Date: 7/9/2019

REPORT TO COUNCIL

SUBJECT

Action on a Resolution adopting an Internal Audit Charter for the City Auditor's Office

BACKGROUND

The City Council has three appointed positions: City Manager, City Attorney and City Auditor. Historically, the duties of the appointed City Auditor were assigned to a voter elected City Clerk, commingling an elected position with no required reporting relationship to the City Council, with a City Council appointed position that has direct accountability to the City Council. Additionally, the City Auditor's duties only included auditing and approving all bills, invoices, payrolls, demands or charges against the City government before payment (City Charter, section 909).

On June 26, 2018, the City Council voted to move the position of the City Auditor to the Finance Department and assigned the responsibilities to the Assistant Finance Director. The Assistant Finance Director serves as the City Auditor and Santa Clara Stadium Authority Auditor. These actions corrected the misalignment in governance structure of an elected City Clerk serving concurrently as a Council Appointee. The City Council also voted to expand the duties of the City Auditor to perform financial, operational and performance audits for the City (Ordinance 1982). It empowered the City Auditor to conduct audits and make recommendations to strengthen accountability and improve efficiencies and effectiveness of City programs and business processes. The City Auditor is also responsible for managing the annual financial audit contracts for the City and Santa Clara Stadium Authority.

DISCUSSION

The City does not currently have a formal Internal Audit Charter that defines the City Auditor's purpose, authority and responsibilities within the City. This is due to the absence of an internal audit function within the City. The purpose of the Internal Audit Charter, which requires the Council's approval, is to formally establish the City Auditor's position within the organization; authorize access to records, personnel, and physical properties relevant to the performance of engagements; and define the scope of the City Auditor's activities.

California Government Code Section 1236(a) states that all city, county, city and county, and district employees who conduct audits or audit activities of those respective agencies shall conduct their work under the general and specified standards prescribed by the Institute of Internal Auditors' (IIA) International Professional Practices Framework (IPPF) or the Government Auditing Standards issued by the Comptroller General of the United States, as appropriate. As a government entity that must comply with this Government Code, the City Auditor has selected to adopt the IIA's IPPF Standards for its audit function.

The attached Internal Audit Charter was developed using IIA's IPPF standards and IIA's Code of Ethics. The charter sets out the parameters that guide the internal audit function and the role of the City Auditor's Office within the City. The attached charter includes the following:

- Introduction;
- Mission;
- Scope of Work;
- Responsibility;
- Accountability;
- Independence and Objectivity;
- Authority;
- Standards for the Professional Practice of Internal Auditing; and
- Quality Assurance and Improvement Program.

The charter also included required periodic communication to the Audit Committee and City Council to report significant issues identified during the audits and to provide periodic updates on the status of the annual Audit Work Plan, audit recommendations and issues reported through the Fraud, Waste and Abuse Hotline.

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 for preparing this report.

COORDINATION

This report has been coordinated with the City Attorney's Office and 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.

RECOMMENDATION

Adopt a Resolution approving the Internal Audit Charter.

Reviewed by: Linh Lam, Assistant Finance Director/City Auditor

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Resolution
2. Internal Audit Charter

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
ADOPTING THE CITY OF SANTA CLARA INTERNAL AUDIT
CHARTER**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the City Auditor's Office function is an independent and objective assurance consulting activity that is designed to add value and improve City operations; and

WHEREAS, the authority of the City Auditor's Office is granted by the City Charter, section 900; and

WHEREAS, the City Auditor's Office has agreed to adhere to the Institute of Internal Auditors' mandatory guidance including the Definition of Internal Auditing, the Code of Ethics and the International Standards for the Professional Practice of Internal Auditing; and

WHEREAS, the Internal Audit Charter is a mandatory element of the Internal Standards for the Professional Practice of Internal Auditing; and

WHEREAS, the City Council deems it to be in the best interest of the City of Santa Clara to accept the City Auditor's recommendation to adopt an Internal Audit Charter that would establish, among other things, the purpose, authority, and responsibilities of the City Auditor's Office and provide authorization for internal auditors to gain full, free, and unrestricted access to all records, physical properties and personnel, to the extent permitted by other applicable law;

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the Internal Audit Charter (attached hereto) is hereby adopted.
2. 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 9th DAY OF JULY, 2019, 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. Internal Audit Charter

City of Santa Clara

Internal Audit Charter



Prepared by the City Auditor's Office

July 2019

City of Santa Clara
1500 Warburton Avenue
Santa Clara, California 95050



Internal Audit Charter

A. INTRODUCTION

The City Auditor's Office is an independent office that reports to the City Council through the Audit Committee. This Internal Audit Charter formalizes the internal audit activities, purpose, authority, and responsibility of the Office. It establishes the City Auditor's Office's position within the organization; authorizes access to records, personnel, and physical properties relevant to the performance of engagements; and defines the scope of the City Auditor's Office's activities.

B. MISSION

The purpose of the City Auditor's Office is to provide independent and objective assurance and consulting services designed to add value and improve City operations. Our mission is to promote honest, efficient, effective and fully accountable City government through accurate, independent and objective audits. The City Auditor's Office accomplishes this by bringing a systematic and disciplined approach to evaluating and improving the effectiveness of the organization's governance, risk management, and internal control.

C. SCOPE OF WORK

The scope of internal auditing encompasses, but is not limited to, the examination and evaluation of the adequacy and effectiveness of the organization's governance, risk management and internal controls. Internal audit assessments include evaluating whether:

- Risks are appropriately identified and managed;
- Significant financial, managerial, and operating information is accurate, reliable and timely;
- Employees' actions are in compliance with policies, standards, procedures, and applicable laws and regulations;
- Programs, plans, and projects are operated within the fiduciary standards and regulatory requirements, are compliant with City policies, and stated objectives are achieved;
- Resources and assets are acquired economically, used efficiently, and adequately protected;
- Quality service and continuous improvement are fostered within the City's control process;
- Significant legislative or regulatory issues impacting the organization are recognized and addressed properly;
- Contractors are meeting contract requirements in conformance with applicable laws, regulations, policies, procedures, and best practices;
- Existing policies and procedures are appropriate, updated and being followed; and
- Opportunities for improving management control, streamlining processes,



Internal Audit Charter

and improving public perception are implemented.

D. RESPONSIBILITY

The City Auditor's Office is responsible for:

- Developing a flexible Annual Audit Workplan using risk-based methodology, including any risks or control concerns identified by management and/or City Council; and submitting the workplan to the Audit Committee for review and approval;
- Preparing or updating the annual citywide risk assessment and incorporating the results into the Annual Audit Workplan;
- Implement the Annual Audit Workplan, as approved, including, as appropriate, any special tasks or projects requested by the Audit Committee and/or management;
- Issuing and/or presenting periodic audit reports to the Audit Committee. The Audit Committee will review and recommend the Mayor and City Council to note and file the reports;
- Providing management with adequate time to respond to audit findings and include management's response in the audit report;
- Establishing a system to follow up on reported audit findings to ensure agreed-upon corrective actions have been implemented;
- Performing consulting services, beyond internal auditing assurances services, to assist management in meeting its objectives as long as the services do no impair the auditor's independence. Examples may include facilitation, reviewing process design, training and advisory services.
- Coordinating the investigation with the City Attorney's Office or Human Resources Department of all issues reported through Fraud, Waste and Abuse Hotline.
- Administering the annual external financial audit and single audit contract for the City and Stadium Authority;
- Maintaining sufficient knowledge, skills, experience and professional certifications to meet the requirements of this Charter;
- Conducting objective and constructive assurance services; and
- Exercising due professional care in all work products.

E. ACCOUNTABILITY

The City Auditor, in the discharge of his/her duties, is accountable to the City Council through the Audit Committee. All audit reports will be reviewed by the Audit Committee and subsequently shall be submitted to the Mayor and City Council for review. The City Auditor shall:

- Provide periodic information on the status and results (Audit Status Report) of the Annual Audit Work Plan and the sufficiency of department



Internal Audit Charter

- resources to the Audit Committee;
- Provide the progress of management action plans on open audit recommendations (Audit Recommendation Report) to the Audit Committee for review annually;
- Summarize and report to the Audit Committee the resolution of all issues received through the Fraud, Waste and Abuse Hotline; and
- Report significant issues related to the processes for controlling activities, including potential improvements to those processes, and provide information concerning such issues until the issue is fully resolved.

F. INDEPENDENCE AND OBJECTIVITY

The City Auditor's Office activity will remain free from interference by any element in the organization, including matters of audit selection, scope, procedures, frequency, timing, or report content to permit maintenance of a necessary independent and objective mental attitude. All internal audit personnel auditing activities shall be directed by the Audit Committee.

Internal auditors will have no direct operational responsibility or authority over any of the activities audited. Accordingly, they will not implement internal controls, develop procedures, install systems, prepare records, or engage in any other activity that may impair internal auditor's judgment, including assessing specific operations for which they had responsibility within the previous year.

Internal auditors will exhibit the highest level of professional objectivity in gathering, evaluating, and communicating information about the activity or process being examined. Internal auditors will make a balanced assessment of all the relevant circumstances and not be unduly influenced by their own interests or by others in forming judgements.

The City Auditor or internal auditor staff may be asked to take on additional roles and responsibilities outside of internal auditing, such as compliance or risk management activities. These roles and responsibilities may impair, or appear to impair, the organizational independence of the internal audit activity or the individual objectivity of the internal auditor. Safeguards must be in place to limit impairments to independence or objectivity. The internal auditors must:

- Disclose any impairment of independence or objectivity, in fact or appearance, to appropriate parties.
- Refrain from assessing specific operations for which they were previously responsible for within the previous year.
- Make balanced assessments of all available and relevant facts and circumstances.



Internal Audit Charter

- Take necessary precautions to avoid being unduly influenced by their own interests or by others in forming judgement.

The City Auditor will confirm to the Audit Committee, at least annually, the organizational independence of the internal audit activity. The City Auditor shall also report any interference or unjustified restriction or limitation to audit selection, scope, procedures, frequency, timing or report content to the Mayor and City Council through the Audit Committee.

G. AUTHORITY

The City Auditor's Office, with strict accountability for confidentiality and safeguarding records and information, is authorized to:

- Have full, free, and unrestricted access to all functions, systems, records, physical properties, and personnel information pertinent to carrying out the projects in the Audit Work Plan. All employees are requested to assist the City Auditor's Office activity in fulfilling its roles and responsibilities.
- Implement and execute all activities proposed in the Audit Program.
- Obtain necessary assistance of personnel within the City where they perform audits, as well as other specialized services within the City.
- Obtain necessary assistance from outside consultants to assist in completing the Audit Work Plan.
- Allocate resources, set frequencies, select subjects, determine scopes of work, and apply audit techniques required to accomplish the audit objectives.
- Have full and unrestricted access to the Audit Committee and City Council.

The City Auditor's Office staff are not authorized to:

- Perform any operational duties that are outside of the City Charter for the City or its affiliates.
- Initiate or approve accounting transactions external to the City Auditor's Office.

H. STANDARDS FOR THE PROFESSIONAL PRACTICE OF INTERNAL AUDITING

California Government Code Section 1236(a) states that all city, county, city and county, and district employees that conduct audits or that conduct audit activities of those respective agencies shall conduct their work under the general and specified standards prescribed by the Institute of Internal Auditors or the Government Auditing Standards issued by the Comptroller General of the United



Internal Audit Charter

States, as appropriate. The City Auditor's Office governs itself by adherence to the mandatory elements of the Institute of Internal Auditors' International Professional Practices Framework (IPPF), including:

- Core Principles for Professional Practice of Internal Auditing (Standards);
- Code of Ethics;
- IPPF; and
- Definition of Internal Auditing

I. QUALITY ASSURANCE AND IMPROVEMENT PROGRAM

The City Auditor's Office will maintain a quality assurance and improvement program that covers all aspects of the City Auditor's Office activity. The program will include an evaluation of the City Auditor's Office's conformance with the Definition of Internal Auditing and the Standards and an evaluation of whether internal auditors apply the Code of Ethics. The program also assesses the efficiency and effectiveness of the City Auditor's Office activity and identifies opportunities for improvements.

The City Auditor will communicate to the Audit Committee on the City Auditor's Office activity's quality assurance and improvement program, including results of ongoing internal assessments and external assessments conducted at least every five years.

J. AMENDMENT OF THE CHARTER

The City Auditor is responsible for maintenance of this Internal Audit Charter to ensure that it is reviewed annually and is revised as necessary. Any amendment is subject to review and approval by the Audit Committee.

Lisa M. Gillmor
Audit Committee Chair / Mayor

Approval Date

Linh Lam
City Auditor

Acknowledged Date



Agenda Report

19-576

Agenda Date: 7/9/2019

REPORT TO COUNCIL

SUBJECT

Action on a Resolution Ordering the Vacation of an Underground Electric Easement at 3075 Olcott Street

BACKGROUND

On July 20, 2016, the City's Architectural Committee approved the MDY Property, Inc. development of a six-story 230,500 square-foot office development on a 2.73 acre property located at 3075 Olcott Street (Property).

DISCUSSION

Due to the redevelopment of the Property, an existing underground electric easement encumbering the Property has been relocated or determined to be excess, and this easement is no longer necessary. The Property owner has requested that the City vacate the subject underground electric easement to clear this unnecessary encumbrance on the Property. Any relevant facilities previously within said easement have been removed or abandoned. Silicon Valley Power, the only City department having an interest in said easement, concurs that the easement is eligible to be vacated. Staff has reviewed this proposal and found that this easement is no longer necessary for public purposes and therefore recommends that it be vacated according to subsection C of California Streets and Highways Code Section 8333.

ENVIRONMENTAL REVIEW

The Mitigated Negative Declaration prepared for the project was approved by the City's Architectural Committee on July 20, 2016.

FISCAL IMPACT

There is no additional cost to the City other than staff time and expense.

COORDINATION

This report has been coordinated with the City Attorney's Office and Silicon Valley Power.

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, emailing 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 Ordering the Vacation of the Underground Electric Easement at 3075 Olcott Street [APN 224-46-006 (2018-19); SC 19,168]; and
2. Authorize the recordation of the Resolution.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Resolution

**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]

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA,
CALIFORNIA, ORDERING THE VACATION OF AN
UNDERGROUND ELECTRIC EASEMENT AT 3075 OLCOTT
STREET [APN 224-46-006 (2018-19)]**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the City of Santa Clara currently possesses the Underground Electric Easement described in Exhibit A and shown on Exhibit B, which Exhibits are incorporated herein by reference. Said Easement was dedicated by that certain document as mentioned in said Exhibits; and,

WHEREAS, pursuant to Section 8333 of the California Streets and Highways Code, the City Council "may summarily vacate a public service easement" in any of the following cases:

(a) The easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the proposed vacation.

(b) The date of dedication or acquisition is less than five years, and more than one year, immediately preceding the proposed vacation, and the easement was not used continuously since that date.

(c) The easement has been superseded by relocation, or determined to be excess by the easement holder, and there are no other public facilities located within the easement.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the Underground Electric Easement described in Exhibit A and shown on Exhibit B has been superseded by relocation, or determined to be excess by the easement holders, and there are no other public facilities located within the easement.
2. That the Underground Electric Easement described and shown in said Exhibits in the City is hereby vacated pursuant to California Streets and Highways Code Section 8333.
3. That the vacation hereby releases all easement rights and interest of the City referred in said Exhibits to the current property owner(s).

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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 ____ DAY OF _____, 2019, 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. Exhibits A and B

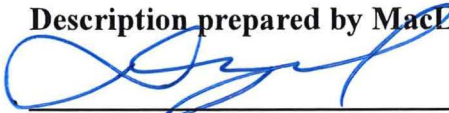
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EXHIBIT "A"
LEGAL DESCRIPTION
EXISTING UNDERGROUND ELECTRIC EASEMENT
VACATION
CITY OF SANTA CLARA, COUNTY OF SANTA CLARA
STATE OF CALIFORNIA

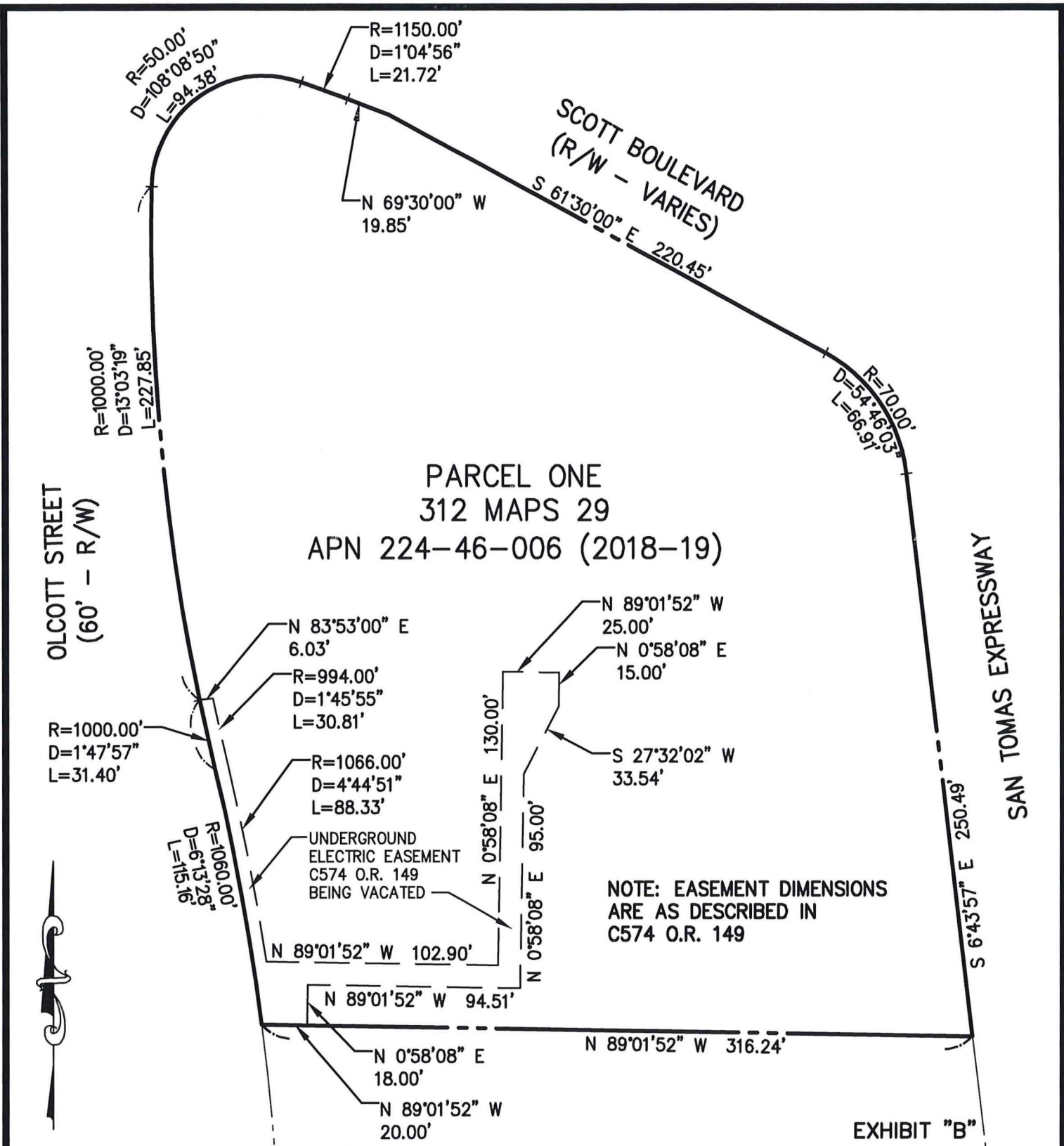
All of that certain Underground Electric Easement granted to the City of Santa Clara as described in the document recorded in the Office of the Recorder of the County of Santa Clara, State of California, on February 2, 1977 in Book C574 of Official Records at Page 149, being a portion of Parcel One as said Parcel is shown on that certain Parcel Map filed for record on November 24, 1972 in Book 312 of Maps at Page 29, records of said County.

As shown on the plat attached hereto as EXHIBIT "B" and made a part hereof.

Description prepared by MacLeod and Associates, Inc.

		<u>MAY 1, 2019</u>
Daniel G. MacLeod	L.S. 5304	Date

SC19,168



TITLE: PLAT OF UNDERGROUND ELECTRIC EASEMENT VACATION

SC19,168

SANTA CLARA

SANTA CLARA COUNTY

CALIFORNIA

PLAT: MDL	SCALE: 1" = 60'	DATE: 05-01-19	JOB #: 4187-VAC
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MacLEOD AND ASSOCIATES

CIVIL ENGINEERING • LAND SURVEYING

965 CENTER STREET SAN CARLOS CA 94070 (650) 593-8580



Agenda Report

19-630

Agenda Date: 7/9/2019

REPORT TO COUNCIL

SUBJECT

Informational Report on Smoking Ordinance - Training, Policy and Enforcement of Section 8.35.130 "Possession of Tobacco by Persons Under 21 Years of Age"

BACKGROUND

On February 5, 2019, the Santa Clara City Council adopted Smoking and Tobacco Regulations Ordinance No. 1996 that expanded restrictions in many public areas and multi-unit residences. These regulations aim to protect Santa Clara residents, employees and visitors from the harmful effects of secondhand smoke.

For the purposes of the law, smoking means inhaling, burning and carrying any lit or heated cigarette, cigar or pipe, electronic and/or battery-operated cigarette or vaporize device and cannabis. Smoking is prohibited in open-air dining areas, public parks, service areas, such as ATMs and transit stops, public places when being used for a public event, such as farmers' markets and parades, and within 30 feet of any operable doorway, window opening, and vent into any enclosed or any unenclosed areas in which smoking is prohibited. Additionally, smoking will be prohibited in multi-unit residences, effective August 1, 2019.

DISCUSSION

During the two public meetings on this topic, several organizations (e.g. Santa Clara County Public Health, NAACP, etc.) expressed concern regarding Municipal Code Section 8.35.130 "Possession of Tobacco by Persons Under 21 Years of Age." It states, "It shall be unlawful for persons under the age of twenty-one (21) years to possess tobacco or tobacco products (including electronic smoking devices and e-liquids whether or not they contain nicotine or tobacco), as defined in Penal Code §308 and Business and Professions Code §22950.5, in the City of Santa Clara. This section shall not apply to active duty military personnel of at least 18 years of age."

The addition of this section was a recommendation by the Police Department as a result of California Senate Bill 7, which took effect June 9, 2016. Under the law, the age to purchase tobacco products increased from 18 to 21 for everyone except active duty military personnel. The Bill also changed Penal Code 308 by excising the prohibition of possession of tobacco by a minor. As a result, law enforcement agencies could no longer make contact with, or cite, a minor in possession of tobacco.

While the Police Department was not interested in citing juveniles for tobacco possession, they did want the ability to make contact with young people in possession to discuss the health risks and environmental impacts of such use. In addition, the Police Department wanted to initiate contact with the juvenile's parent(s).

Policy

Policy 411 Cite and Release Policy (Attachment A) now includes Manual Section 411.6 - Juvenile Citations to address such contacts as a result of tobacco possession. Contacts involving those 17 years of age or younger should at most be documented with an informational Juvenile Contact Report for referral to the Juvenile Probation Officer for education and diversion; NOT a criminal or administrative citation. In most circumstances, a simple phone call from the officer at the scene to a parent or guardian may be enough to deter future tobacco use. Under NO circumstances would a juvenile be taken into custody for a violation of this new code. If persons 18 to 20 years old are contacted in possession of tobacco or tobacco products, at most an Administrative, non-criminal citation may be issued (\$100 penalty) to the individual. Again, the officer could simply use the contact as an opportunity to educate the individual as opposed to issuing an administrative citation. That discretion is left up to the involved officer.

Chief Research and Response

The Chief of Police facilitated several conversations on the proposed policy, procedure and training, including the Chief's Advisory Committee (Special Meeting 2/27/19), Santa Clara Unified School District (SCUSD) school administrators, County Coalition Steering Committee (4/24/19) and NAACP (4/25/19).

The Chief's Advisory Committee and SCUSD administrators were incredibly supportive of the policy as written. The County Coalition Steering Committee and NAACP were comfortable with the way the Santa Clara Police Department is handling this matter, but expressed concern that other law enforcement organizations may not take as thoughtful of an approach, and may criminalize children who are victims of tobacco marketing.

Grant

The Police Department is a current recipient of a Tobacco Grant, funded under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 approved by the voters as Proposition 56. This partnership spans over three fiscal years, 2017/18, 2018/19 and 2019/20, to include education, enforcement and supplies (e.g. buy money for tobacco operations, signage, D.A.R.E., etc.) totaling \$440,510. To date, the Police Department has spent \$76,562 to:

- Attend trainings/workshops sponsored by the California Department of Public Health on tobacco regulations;
- Utilize patrol briefings to conduct training on tobacco-related issues for sworn personnel;
- Disseminate community messages via the web and social media;
- Conduct tobacco retail license inspections;
- Identify problematic retailers of tobacco products and implement penalty escalation for repeat offenders;
- Conduct tobacco-related enforcement near the City's two traditional high schools and two alternative high schools;
- Conduct tobacco-related enforcement at the City's 37 parks, pools, playgrounds, community centers and athletic fields, including within 25-feet of bleachers, backstops, play structures, etc.;
- Conduct tobacco-related enforcement around Santa Clara University;
- Utilize pre-event briefings at Levi's Stadium to conduct training on tobacco-related issues among Traffic Control, Per Diem Special Event Officers and Stadium personnel;

- Conduct Minor Decoy and Shoulder Tap operations involving purchasing and/or furnishing tobacco products to minors; and,
- Utilize funding to purchase supplies to augment the Drug Awareness Resistance Education (D.A.R.E.) program

The Police Department plans to submit a subsequent tobacco grant application in Fall 2019, for the grant period November 2019 through June 2022.

Training

The School Resource Officers (SRO) have been trained on the policy. In turn, the SROs will train the balance of the Department in briefings. In addition, a Training Bulletin (Attachment B) has been created and will be distributed to all Department employees.

Review

In November 2019, the Police Department will conduct a six-month review of Section 8.35.130, summarize the number of contacts made and determine whether additional training is required.

Approving this addition to the Municipal Code compliments other strategies the City of Santa Clara has implemented to reduce tobacco use, including strong smoke-free laws in workplaces and public places, augmenting D.A.R.E. and pursuing grants for tobacco prevention and enforcement programs.

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

Contact with teens by an SRO or patrol officers will be an expansion of their current duties during their current shifts. The cost to meet with a Juvenile Probation Officer is not absorbed by the City of Santa Clara.

Meanwhile, up to \$440,510 is available to the Police Department via the Tobacco Grant to conduct education and enforcement operations between June 1, 2018 through June 30, 2020 as defined in the grant application.

COORDINATION

This report was coordinated with the City Attorney’s Office and Finance Department.

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

Note and file the Informational Report regarding the Smoking Ordinance.

Reviewed by: Michael J. Sellers, Chief of Police

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. SCPD Policy 411 City and Release Policy
2. SCPD Training Flash

Cite and Release Policy

411.1 PURPOSE AND SCOPE

This policy provides guidance on when to release adults who are arrested for a criminal misdemeanor offense on a written notice to appear (citation) and when to hold for court or bail.

411.2 POLICY

It is the policy of the Santa Clara Police Department to release all persons arrested on misdemeanor or other qualifying charges on a citation with certain exceptions (Penal Code § 853.6).

If there is a reason for non-release, the Department's mission to protect the community will be the primary consideration when determining whether to release any individual in lieu of holding for court or bail.

411.3 RELEASE BY CITATION

Except in cases where a reason for non-release as described below exists, adults arrested for a misdemeanor offense, including a private persons arrest, shall be released from custody on a citation (Penal Code § 853.6).

The citing officer shall, at the time the defendant signs the notice to appear, call attention to the time and place for appearance and take any other steps he/she deems necessary to ensure that the defendant understands his/her written promise to appear.

411.3.1 FIELD CITATIONS

In most cases an adult arrested for a misdemeanor offense may be released in the field on a citation in lieu of physical arrest when booking and fingerprinting is not practicable or immediately required provided the individual can be satisfactorily identified, there is no outstanding arrest warrant for the individual and none of the below described disqualifying circumstances are present (Penal Code § 853.6; Penal Code § 1270.1). In such cases the arresting officer should check the booking required box on the citation form to indicate that the person will be photographed and fingerprinted at a later time when ordered by the court.

When a booking photo or fingerprints are needed for the furtherance of any investigation, the person should be released on citation after booking instead of on a field citation.

411.3.2 RELEASE AFTER BOOKING

In some cases it may not be feasible or desirable to release a person in the field. The person should instead be released on citation after booking at the jail. All bookings shall be approved by the Watch Commander or the authorized designee.

411.4 NON-RELEASE

Cite and Release Policy

411.4.1 DISQUALIFYING OFFENSES

An adult arrested on any of the following disqualifying charges shall not be released on citation and shall be transported to the appropriate detention facility or held for court or bail after booking:

Disqualifying offenses include (Penal Code § 1270.1):

- (a) Misdemeanor domestic battery (Penal Code § 243(e)(1)).
- (b) Felony domestic battery (Penal Code § 273.5).
- (c) Serious or violent felonies (Penal Code § 1270.1(a)(1)).
- (d) Violation of a protective order and the arrested person has made threats, used violence or has gone to the protected person's workplace or residence (Penal Code § 273.6).
- (e) Stalking (Penal Code § 646.9).
- (f) Misdemeanor violations of a protective order relating to domestic violence if there is a reasonable likelihood the offense will continue or the safety of the individuals or property would be endangered (Penal Code § 853.6).

411.4.2 REASONS FOR NON-RELEASE

A person arrested for a misdemeanor shall be released on a citation unless there is a reason for non-release. The Watch Commander may authorize a release on citation regardless of whether a reason for non-release exists when it is determined to be in the best interest of the Department and does not present an unreasonable risk to the community (e.g., release of an intoxicated or ill person to a responsible adult).

Reasons for non-release include (Penal Code § 853.6(i)):

- (a) The person arrested is so intoxicated that he/she could be a danger to him/herself or to others. Release may occur as soon as this condition no longer exists.
- (b) The person arrested requires medical examination or medical care or is otherwise unable to care for his/her own safety
 - 1. The Santa Clara Police Department shall not release an arrestee from custody for the purpose of allowing that person to seek medical care at a hospital, and then immediately re-arrest the same individual upon discharge from the hospital, unless the hospital determines this action will enable it to bill and collect from a third-party payment source (Penal Code § 4011.10).
- (c) The person is arrested for one or more of the offenses listed in Vehicle Code §§ 40302, 40303 and 40305.
- (d) There are one or more outstanding arrest warrants for the person (see Misdemeanor Warrants elsewhere in this policy).
- (e) The person could not provide satisfactory evidence of personal identification.
 - 1. If a person released on citation does not have satisfactory identification in his/her possession, a right thumbprint or fingerprint should be obtained on the citation form.

Cite and Release Policy

- (f) The prosecution of the offense or offenses for which the person was arrested or the prosecution of any other offense or offenses would be jeopardized by the immediate release of the person arrested.
- (g) There is a reasonable likelihood that the offense or offenses would continue or resume, or that the safety of persons or property would be imminently endangered by the release of the person arrested.
- (h) The person arrested demands to be taken before a magistrate or has refused to sign the notice to appear.
- (i) There is reason to believe that the person would not appear at the time and place specified in the notice to appear. The basis for this determination shall be specifically documented. Reasons may include:
 - (a) Previous failure to appear is on record
 - (b) The person lacks ties to the area, such as a residence, job or family
 - (c) Unusual circumstances lead the officer responsible for the release of prisoners to conclude that the suspect should be held for further investigation

When a person is arrested on a misdemeanor offense and is not released by criminal citation, the reason for non-release shall be noted on the booking form. This form shall be submitted to the Watch Commander for approval and included with the case file in the Records.

411.5 MISDEMEANOR WARRANTS

An adult arrested on a misdemeanor warrant may be released, subject to Watch Commander approval, unless any of the following conditions exist:

- (a) The misdemeanor cited in the warrant involves violence
- (b) The misdemeanor cited in the warrant involves a firearm
- (c) The misdemeanor cited in the warrant involves resisting arrest
- (d) The misdemeanor cited in the warrant involves giving false information to a peace officer
- (e) The person arrested is a danger to him/herself or others due to intoxication or being under the influence of drugs or narcotics
- (f) The person requires medical examination or medical care or was otherwise unable to care for his/her own safety
- (g) The person has other ineligible charges pending against him/her
- (h) There is reasonable likelihood that the offense or offenses would continue or resume, or that the safety of persons or property would be immediately endangered by the release of the person
- (i) The person refuses to sign the notice to appear
- (j) The person cannot provide satisfactory evidence of personal identification
- (k) The warrant of arrest indicates that the person is not eligible to be released on a notice to appear

Cite and Release Policy

Release under this section shall be done in accordance with the provisions of this policy.

411.6 JUVENILE CITATIONS

Completion of criminal citations for juveniles is generally not appropriate with the exception of misdemeanor traffic violations of the Vehicle Code.

Violations of tobacco or tobacco product possession (Santa Clara City Code § 8.25.130) by juveniles should be documented with an informational Juvenile Contact Report for referral to the Juvenile Probation Officer for education and diversion. No criminal or administrative citations shall be issued to juveniles for tobacco related violations. Under **NO** circumstances shall a juvenile be taken into custody for a violation of tobacco product possession.

All other misdemeanor violations for juveniles shall be documented in a Juvenile Contact Report and the case should be referred to the Investigations Division for further action including diversion.

411.7 REQUESTING CASE NUMBERS

Many cases involving a criminal citation release can be handled without requesting a case number. Traffic situations and local code violations can be documented on the reverse side of the records copy of the citation. Most Penal Code sections will require a case number to document the incident properly in a report. This section does not preclude an officer from requesting a case number if he/she feels the situation should be documented more thoroughly in a case report.



Santa Clara Police

Training Flash



Tobacco Possession by Minors

Training Flash 2016-13 (“Changes to Penal Code 308”) outlined details of CA Senate Bill 7, which took effect 06-09-2016. The training flash included correspondence from County of Santa Clara District Attorney Jeffrey Rosen. SB7 raised the age from 18 to 21 of a person to whom tobacco, e-cigarettes, or vape products may lawfully be sold, given, or furnished (exemption active duty military personnel of at least 18 years of age).

The Bill also changed Penal Code 308 by excising the prohibition of possession of tobacco by a minor. Thus, law enforcement agencies could no longer cite a minor in possession of tobacco for PC 308(b). However, local town or city codes could enact citable sections prohibiting possession of tobacco by a minor.

On 01-15-2019 a modification to our Santa Clara City Code was presented to City Council and subsequently unanimously approved. The modification includes an addition of **SCCC §8.25.130**: *“It shall be unlawful for persons under the age of twenty-one (21) years to possess tobacco or tobacco products (including electronic smoking devices and e-liquids whether or not they contain nicotine or tobacco), as defined in Penal Code §308 and Business and Professions Code §22950.5, in the City of Santa Clara. This section shall not apply to active duty military personnel of at least 18 years of age.”*

This code now re-affirms an authority to investigate a matter involving a minor in possession of tobacco or tobacco products. It is the policy of the Santa Clara Police Department, however, that this new section be used for educational purposes (See **Manual Section 411.6 - Juvenile Citations**). Contacts involving those 17 years of age or younger should at most be documented with an informational Juvenile Contact Report for referral to the Juvenile Probation Officer **for education and diversion**; **NOT** a criminal or administrative citation. In most circumstances, a simple phone call from the officer at the scene to a parent or guardian may be enough to deter future tobacco use. Under **NO** circumstance should a juvenile be taken into custody for a violation of this new code.

If persons 18 to 20 years old are contacted in possession of tobacco or tobacco products, at most an Administrative, non-criminal citation may be issued (\$100 penalty) to the individual. Again, the officer could simply use the contact as an opportunity to educate the individual as opposed to issuing an administrative citation. That discretion is left up to the involved officer.

Training Flash: 2019-XX

Distribution: PD All ☐ Patrol ☐ Bureau ☐ Services ☐ Special Ops ☐ K:TrainingDocuments **Reviewed By:** _____

Page 1 of 1



Agenda Report

19-675

Agenda Date: 7/9/2019

REPORT TO COUNCIL

SUBJECT

Action on a Resolution for the Sustainable Communities Grants Restricted Grant Agreement for Fiscal Year 2019/20 with the California Department of Transportation for the Pruneridge Avenue Complete Streets Plan

BACKGROUND

Pruneridge Avenue is an east/west street near the southern boundary of Santa Clara which ties into Cupertino on the western city limit of Santa Clara and San Jose on the eastern city limit as shown in Attachment 1, Location Map. Pruneridge Avenue becomes West Hedding Street in San Jose east of Winchester Boulevard. The majority of Pruneridge Avenue is fronted by single family homes in Santa Clara.

The General Plan lists Pruneridge Avenue as a minor arterial street to include future Class II bicycle facilities (i.e. bicycle lanes) along the entire roadway within the City. Historically, Pruneridge Avenue operated as a 4-lane facility with two lanes in each direction. In 2012, the City modified 0.85 miles of Pruneridge Avenue between the western city limit and Pomeroy Avenue to become a two-lane facility with one-lane in each direction with bicycle lanes.

During the fall of 2017, the City of San Jose constructed bicycle lanes on West Hedding Street from the shared Santa Clara eastern city limit at Winchester Boulevard eastward into San Jose. This was accomplished by changing the street from a four-lane facility to a two-lane facility. These improvements are similar in design to the 2012 Pruneridge Avenue Roadway Reallocation. Upon completion of this improvement, renewed interest from the bicycling community was generated to complete the installation of bicycle lanes on the 2.2 mile segment of Pruneridge Avenue between Pomeroy Avenue to Winchester Boulevard.

On October 9, 2018, staff provided the City Council with an update on improvements along the Pruneridge Avenue corridor. In addition to the information provided above, staff highlighted that there is no City funding allocated towards studying the installation of bicycle lanes along the portion of Pruneridge Avenue from Pomeroy Avenue to Winchester Boulevard and that staff will be applying for regional grant funds to study this roadway for potential installation of bicycle lanes.

In October 2018, the California Department of Transportation released a call for projects for the Sustainable Communities Transportation Planning Grant Program. The program was created to support Caltrans' mission to provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability. Funding for this call for projects is provided through both the State Road Maintenance and Rehabilitation Account and Highway Account funds. The grant funds must be used for studies or plans which will directly benefit the multi-modal transportation system and through successful implementation, will improve public health, social equity, environmental justice and other important community benefits.

A grant application was submitted in November 2018 for the Santa Clara Pruneridge Avenue Complete Streets Plan. The City's Bicycle and Pedestrian Advisory Committee was notified that the City would be applying for this grant in their October 2018 meeting.

DISCUSSION

In May 2019, the City was notified by Caltrans that the Pruneridge Avenue Complete Streets Plan grant application was selected for award of grant funding. A total of 198 projects were submitted and 84 were selected for award of funding. The City will receive state grant funds in the amount of \$351,077 with local matching funds in the amount of \$45,486 provided through in-kind staff support. The FY 2019/2020 grant funds are to be expended prior to February 28, 2022. Before these funds can be allocated to the City, the City Council must adopt a Resolution (Attachment 2) to authorize the City Manager to execute the funding agreement with Caltrans.

The scope of the Pruneridge Avenue Complete Streets Plan includes an analysis of current and projected traffic needs for the Pruneridge Avenue corridor and how the inclusion of bicycle lanes along this portion of Pruneridge Avenue is projected to affect traffic operations. Additionally, the project will also include study of potential pedestrian improvements such as wider sidewalks, curb bulb-outs in addition to landscaping, lighting and Americans with Disabilities Act accessibility improvements. As the City continues to receive feedback from stakeholders in favor of and against any future consideration of a roadway reconfiguration (including potential lane reductions) of Pruneridge Avenue to accommodate bicycle lanes, staff anticipates that community outreach will be significant and efforts will include robust community outreach to solicit input.

Staff anticipates the need for consultant support for this project and will conduct a Request for Proposals to assist with the project. Upon successful completion of the RFP, staff will return to City Council for approval of an agreement with a private consultant to support the project and will provide information regarding the timeline for completion of the Pruneridge Avenue Complete Streets Plan.

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 impact to the General Fund as local matching funds will come from in-kind staff support. Appropriations into the Capital Improvement Project account will occur at the time the City receives notification from Caltrans that all conditions of grant acceptance have been satisfied.

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

Adopt a Resolution for the Sustainable Communities Grants Restricted Grant Agreement for Fiscal Year 2019/20 with the California Department of Transportation for the Pruneridge Avenue Complete Streets Plan.

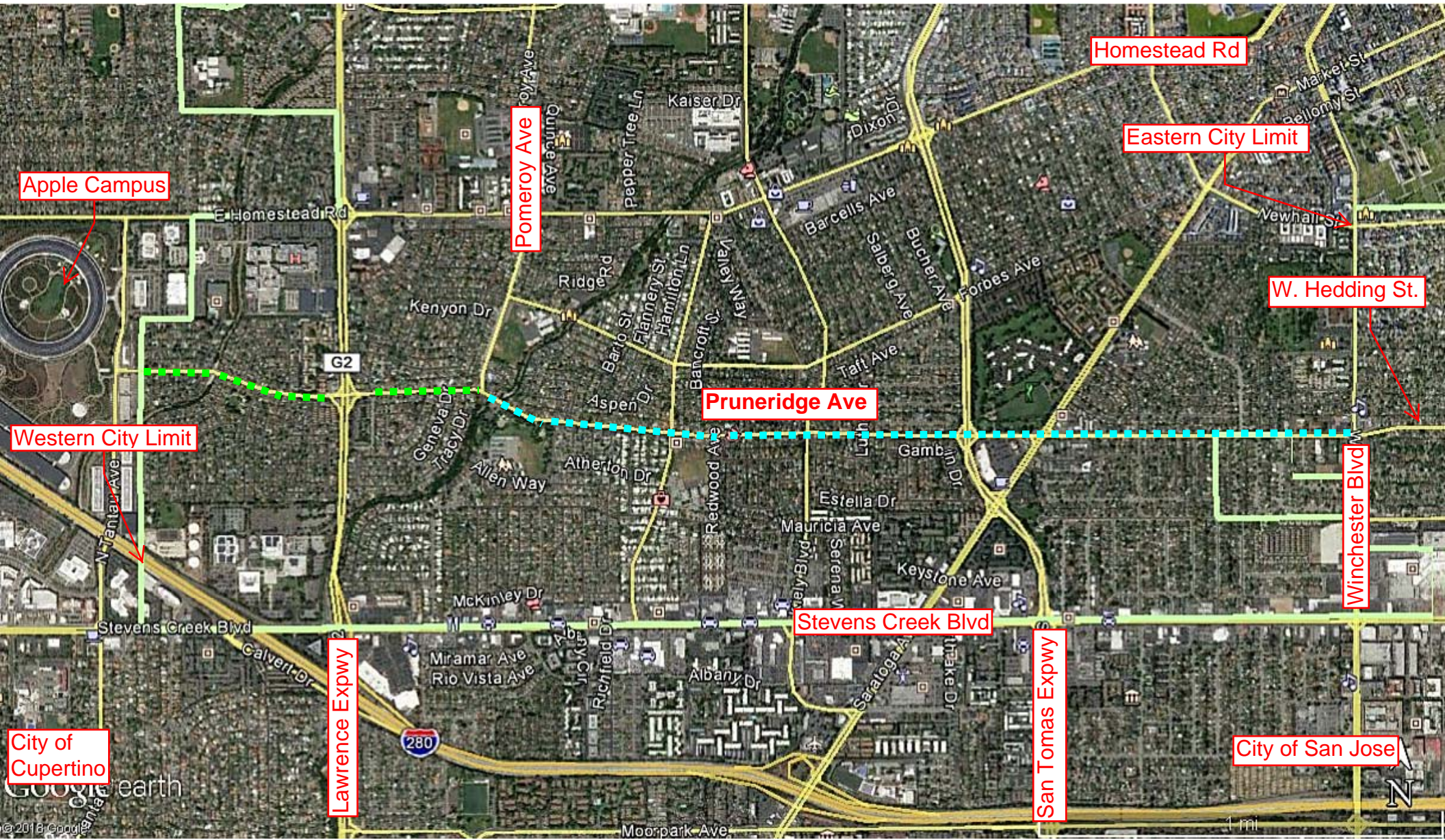
Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Location Map
2. Resolution

Location Map



■■■■■ 2012 Roadway Reallocation Project

■■■■■ Pruneridge Avenue Complete Streets Plan Area

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
AUTHORIZING THE CITY MANAGER TO EXECUTE THE
SUSTAINABLE COMMUNITIES GRANTS RESTRICTED GRANT
AGREEMENT FOR FISCAL YEAR 2019/20 WITH THE
CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE
CITY OF SANTA CLARA PRUNERIDGE AVENUE COMPLETE
STREETS PLAN**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the City Council of the City of Santa Clara is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation; and

WHEREAS, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Programs; and,

WHEREAS, the City Council of the City of Santa Clara wishes to delegate authorization to the City Manager to execute these agreements and any amendments thereto.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City Council hereby authorizes the City Manager, or her designee, to execute the Sustainable Communities Grants Restricted Grant Agreement and any amendments thereto with the California Department of Transportation.

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2. 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 9th DAY OF JULY 2019, 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.

K:\Engineering\6-TED\Grants\Caltrans Sustainable Communities Grant\2018\Items to complete before award of
contract\Resolution to Execute STP Agreement with Caltrans.doc



Agenda Report

19-681

Agenda Date: 7/9/2019

REPORT TO COUNCIL

SUBJECT

Action on the Santa Clara Senior Needs Assessment Final Report

BACKGROUND

On October 25, 2016, Council adopted a resolution authorizing the City to participate in the World Health Organization's Age-Friendly City Global Network. Santa Clara is committed to being an age-friendly community that promotes the health and wellbeing of residents of all ages. In May 2017, the City of Santa Clara initiated a Senior Needs Assessment (Assessment) to better understand how to align Santa Clara's existing services and efforts to become more age-friendly with the current needs of older adults. Working with senior serving agencies, the Parks & Recreation Department in collaboration with the Senior Advisory Commission developed and conducted the Assessment to provide Council with information about Santa Clara's senior residents in relation to the following: Economics and Employment; Community; Housing; Outdoor Spaces and Buildings; Transportation and Streets; Health, Wellness, and Nutrition; Social and Civic Engagement; and Access to Community Resources and Information. Together with findings from the 2010 Senior Needs Assessment, the City is positioned to work in collaboration with the Senior Advisory Commission, community partners, and agencies to better align programs and services with senior needs and priorities.

The Santa Clara Parks & Recreation Department 2017 Senior Needs Assessment focused on understanding the priorities and interests of residents of Santa Clara ages 50 and over. Sources of data collection included online and paper surveys that were available in English, Spanish, and Vietnamese, and focus groups offered in English, Spanish, and Mandarin. A total of 785 residents completed online or paper surveys and 31 residents participated in seven focus groups. Outreach for the survey was conducted at the Santa Clara Senior Center, senior resident facilities, community events, and locations visited by seniors such as grocery stores, the library, and a farmers' market.

Parks & Recreation Department staff convened community partners in May 2017 to obtain input on the assessment design as well as trends observed by partner agencies and other City Departments. Applied Survey Research, a social research firm, was contracted to analyze the assessment data, prepare the 2017 Needs Assessment report of findings, and facilitate a meeting with community partners in February 2018. The participants in the meetings represented nonprofit organizations, hospitals and major county service providers including the Santa Clara County Department of Public Health, Department of Aging and Adult Services, and Valley Transportation Authority. Participation from the City of Santa Clara included members of the City Council, Senior Advisory Commission, Cultural Commission, and staff from various departments.

The report findings will assist the City in aligning programs, policies, and priorities with the needs of older adults and help coordinate with providers of older adult services.

DISCUSSION

The key findings by domain indicated that:

- Economics-significant numbers of seniors are still employed, particularly those ages 50-59;
- Community-seniors find Santa Clara a good place to live and 78% of respondents indicated a desire to age in place in Santa Clara;
- Housing-most respondents want to live independently, in their own home as they age and having a well-maintained home is important;
- Outdoor Spaces/buildings-most respondents indicated safety and accessibility are important;
- Transportation-most respondents want safe and well-maintained streets and most drive themselves to appointments and shopping;
- Health, Wellness & Nutrition-most respondents are in very good or excellent health, getting frequent exercise; however, up to 15% reported frequent sadness and depression in the past two weeks; 70% of the lowest income seniors do not use meal services;
- Social Engagement-seniors highly value affordable/discounted activities that are well publicized; 70% interact with friends and family daily;
- Access to Resources & Information-senior center use is highest among ages 70+ and lower income persons.

Not surprisingly, the highest needs expressed were for more affordable housing, assistance with maintenance, safe walkable sidewalks and intersections, accessible convenient transportation, senior center hours to accommodate working seniors, and access to reliable information.

The Senior Advisory Commission reviewed the Assessment's final report on April 22, 2019 and motioned to note and file the report. Should the Assessment's Final Report be approved by Council, the Senior Advisory Commission may use the findings to help focus future work plan goals and activities. Furthermore, the Assessment will inform the City's continued work as an "Age-Friendly City" and accomplish a goal set with the World Health Organization in 2016 to complete a senior needs assessment.

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 to accept, note and file the Assessment report. Any work plan goals stemming from the report that require funding will need to return to Council for review and approval at a later date and in context of other City priorities and funding limitations.

COORDINATION

A draft of the Senior Needs Assessment was coordinated with the Community Development Department, Public Works Department, and Library Department.

PUBLIC CONTACT

Public contact was made by posting the Senior Advisory Commission's 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, e-mail clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Note and File the City of Santa Clara Senior Needs Assessment Final Report.

Reviewed by: James Teixeira, Director of Parks & Recreation

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Senior Needs Assessment 2017 - Final Report



Senior Needs Assessment

CITY OF SANTA CLARA PARKS AND RECREATION DEPARTMENT



ASR

Helping People
Build Better Communities

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Acknowledgements

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City of Santa Clara Police
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City of Santa Clara Senior Center
Heart of the Valley
Kaiser Permanente
Ombudsman Program, Catholic Charities
SCC Department of Aging & Adult
Services
SCC Department of Public Health
SCC Senior Nutrition Program
University of San Francisco School of
Nursing
Valley Transit Authority

Consultants

Applied Survey Research (ASR)

Executive Summary

Santa Clara is committed to being an age-friendly community that promotes the health and wellbeing of residents of all ages. This effort was set in motion on October 25, 2016 when the Santa Clara City Council adopted a Resolution authorizing the City to participate in the World Health Organization's Age-Friendly City Global Network. Seven months later in May 2017, the City of Santa Clara kicked off a Senior Needs Assessment to align Santa Clara's existing efforts to become age-friendly with the current needs of older adults. The City designed and conducted the 2017 Senior Needs Assessment to provide City Council with information regarding the status of Santa Clara's older residents in the age-friendly domains of Economics and Employment; Community; Housing; Outdoor Spaces and Buildings; Transportation and Streets; Health, Wellness, and Nutrition; Social and Civic Engagement; and Access to Community Resources and Information. Together with findings from the 2010 Senior Needs Assessment, the City is able to work in collaboration with the Senior Advisory Commission and non-profit agencies to best align programs and services to community priorities.







Santa Clara's Parks & Recreation Department 2017 Senior Needs Assessment focused on understanding the priorities and interests of older adult residents of Santa Clara ages 50 and over. Sources of data collection included online and paper surveys that were available in English, Spanish, and Vietnamese, and focus groups offered in English, Spanish, and Mandarin. A total of 785 residents completed online or paper surveys and 31 Santa Clara older adult residents participated in seven focus groups. Outreach for the survey was conducted in Santa Clara at the Senior Center, senior resident facilities, community events, and locations visited by older adults such as grocery stores, the library, and a farmers market.






Staff of Santa Clara's Parks & Recreation Department convened partners in May 2017 and February 2018 to obtain input on the assessment design and trends observed by partner agencies and other City Departments. The individuals who participated in the meetings represented nonprofits, hospitals and major county service providers including the Santa Clara County Department of Public Health, Department of Aging and Adult Services, and Valley Transportation Authority. Participation from the City of Santa Clara included members of the City Council, Senior Advisory Commission, Cultural Commission, and staff from various departments. Applied Survey Research, a social research firm, was contracted to analyze the assessment data, prepare the 2017 Needs Assessment report of findings, and facilitate the February 2018 meeting with community partners.

The key findings of the 2017 Senior Needs Assessment are presented below. In comparison to items that also appeared on the 2010 Senior Needs Assessment, responses indicate similar rates of home ownership, natural disaster preparation planning, utilization of the Senior Center, doctor visits, and sadness/depression. Similar responses were also reported for utilization of meal services, missing balanced meals, and the primary reasons for missing balanced meals. Other comparisons suggest slight differences between assessments: respondents rated their physical health as higher, engaged in more frequent exercise, and report slightly less anxiety in 2010 than in 2017.

The City plans to draw upon the assessment findings to formulate a work plan that will align the City's programs, policies, and priorities with the varying priorities of older adults and to inform coordination with providers of older adult services.

Key Survey Findings by Age-Friendly Domain

Domain	Survey Findings
Survey Sample 	<ul style="list-style-type: none"> ■ The survey sample included approximately equal groups of residents in their 50s, 60s, and 70s or older. ■ 66% of survey respondents were female. ■ 93% reported speaking English at home. ■ 78% were White/Caucasian, followed by Asian (13%) and Other (9%). ■ 35% had a household income over \$100,000 while 32% had a household income of \$55,000 or less.
Economics and Employment 	<ul style="list-style-type: none"> ■ 51% of survey respondents were retired or not in the labor force, 44% were employed, and 5% were unemployed. ■ Residents ages 50-59 were the largest group that reported being currently employed (75%).
Community 	<ul style="list-style-type: none"> ■ 58% of survey respondents rated the City of Santa Clara as a good place to live as they age. ■ 78% of respondents indicated that it was important to remain in the City of Santa Clara as they age.
Housing 	<ul style="list-style-type: none"> ■ 97% of respondents indicated it was important to be able to live independently in their own home as they age. ■ 98% of respondents indicated it was important to have a well-maintained home.

Domain	Survey Findings
	<ul style="list-style-type: none"> 89% of respondents indicated it was important to have safe low-income housing.
Outdoor Spaces & Buildings 	<ul style="list-style-type: none"> 99% of respondents indicated it was important to have safe and accessible sidewalks.
Transportation & Streets 	<ul style="list-style-type: none"> 99% of respondents indicated it was important to have safe streets. 98% of respondents indicated it was important to have well-maintained streets. 95% of respondents indicated that they drive themselves to go shopping, attend doctor visits, complete errands, or when traveling.
Health, Wellness & Nutrition 	<ul style="list-style-type: none"> 71% of survey respondents rated their health as “Very Good” or “Excellent.” 81% of respondents reported engaging in frequent exercise. Between 7% and 15% of survey respondents reported frequent sadness/depression or anxiety over the past two weeks. 70% of the lowest income respondents reported not using meal services.
Social & Civic Engagement 	<ul style="list-style-type: none"> Respondents rated the most important activities as those that are affordable (94%), have senior discounts (90%), and social activities with widely publicized and accurate information about them (91%). 70% of respondents interact daily with their friends, family or neighbors in their community.
Access to Community Resources and Information 	<ul style="list-style-type: none"> The Senior Center is the top information resource for older adults. 93% of respondents gather their information from the Senior Center. 60% of respondents access the Senior Center. Senior Center utilization was higher among respondents ages 70 and over and among those with lower income.

Key Focus Group and Partner Findings

Focus Group Participants

- The most frequently cited need by focus group participants was housing, including the lack of affordable housing, the high cost of property taxes, the need for help with home maintenance and modifications, and assistance completing housing applications.
- Focus group participants also frequently cited the need for sidewalks to be repaired or replaced, which were reported to be especially dangerous at night.
- There was also a need for safer intersections and more visible traffic signs.
- With regards to transportation options, older adults indicated a need for more accessible and conveniently located bus stops, more frequent buses, a shuttle or trolley system, assisted rides, carpooling, and education on how to use Uber/Lyft.
- Focus group participants and survey respondents expressed a high level of satisfaction with the Senior Center, although there is a desire for extended hours, especially hours that can accommodate people who work.
- The ability to access information about services was cited as a challenge by focus group participants.
- Residents discussed the need for affordable activities, classes geared towards older adults still in the labor force, senior job internships, volunteer opportunities, and more intercultural and intergenerational activities and settings.

Santa Clara Partners

The feedback shared by Santa Clara partners validated many of the needs identified by focus group participants, such as the need for affordable housing, safer sidewalks and intersections, convenient and accessible transportation options, and employment opportunities for older adults. Additionally, Santa Clara partners stressed the need for improved mental, physical, and social health services. Partners expressed a need to address the high level of anxiety and sadness reported in the survey, particularly among lower-income respondents. Loneliness was framed by partners as a health-risk that should be a priority moving forward. Also with regards to health, partners discussed the need for greater outreach for nutrition programs, especially geared towards lower-income older adults who are not currently accessing meal services.

About the Senior Needs Assessment

Santa Clara's commitment to being an age-friendly community prompted the City Council's adoption of a Resolution on October 25, 2016 authorizing the City to participate in the World Health Organization's Age-Friendly City Global Network. According to the AARP Policy Book, the guiding principle of an age-friendly society focuses on designing livable communities that are safe and secure, have affordable housing and transportation options, and offer supportive community features and services. "Once in place, those resources enhance personal independence, allow residents to age in place, and foster their engagement in the community's civic, economic, and social life."ⁱ



In an effort to strengthen older adult services and to identify any gaps in service, the City updated its Senior Needs Assessment last completed in 2010. Survey findings from that time reflect that the majority of Santa Clarans were college-educated, had lived in the city a long time, spoke primarily English, felt safe on the streets, and 77% enjoyed overall good health. Respondents looked to the Senior Center and city publications for information and 75% used the internet. Transportation, housing, and unexpected major expenses were the challenges of primary concern throughout the age groups as individuals planned to age in place.

In the City of Santa Clara in 2015, 12.3% of older adults (65+) live at or near the Federal Poverty Line (138% of FPL), earning under \$1354/month for a single-person household or \$1832/month for a two-person household.ⁱⁱ UCLA's Elder Index reflects not just the cost of food in determining poverty, as reflected by the Federal Poverty Level, and looks at the overall cost of living specific to an area. For example, in Santa Clara County in 2015, 26% of all older adults 65+ live at or below the Elder Index threshold of \$2370/month.ⁱⁱⁱ Furthermore, the Index estimates that nearly half (46%) of all older adults living alone and one out of three older adults living in two-elder households in Santa Clara County lack the financial resources required to pay for basic needs.^{iv} This indicates that a large percentage of older adults are living in a gap between poverty and economic security.

- Individuals in this "gap" often have incomes too high to qualify for many means-tested public programs, yet are too low to provide for their basic cost-of-living needs (housing, food, healthcare, transportation) and all of the supports necessary to age safely and independently in their homes.
- In every state, the share of older adults living "in the gap" between the FPL and the Elder Index is larger than the share living in poverty.

Following the Great Recession, those gaps between resources and supports have become even more of an issue for frail older adults living on fixed incomes. In the time since the 2010

assessment, many residents have not been able to stay in Santa Clara due to rising rents and a lack of long-term care services, such as affordable homecare.

The City of Santa Clara Parks & Recreation Department conducted its second Senior Needs Assessment in 2017. In developing the assessment, Santa Clara drew upon the Eight Domains of Livability Framework established by the World Health Organization. The framework is used by many communities to organize and prioritize their work to become more livable for older residents and people of all ages.

Report Overview

This report presents the data that was collected for the 2017 Senior Needs Assessment, providing information to help align the needs of older residents with available services. The report is organized by the World Health Organization's age-friendly domains asked about in the survey: Economics and Employment; Community; Housing; Outdoor Spaces and Buildings; Transportation and Streets; Health, Wellness, and Nutrition; Social and Civic Engagement; and Access to Community Resources and Information.

Each section of the report contains: 1) data from online and paper surveys; 2) data from the focus groups, referred to as "Focus Group Observations;" and 3) data from the February 2018 local service providers and advocates partner meeting, referred to as "Partner Reflections." In addition, a section of the report is focused on highlighting the gaps in resources identified from the assessment. Santa Clara's findings are compared to results from the Santa Clara County Livability Survey and Sourcewise's Area Plan on Aging: 2016–2020. Finally, the report concludes with a prompting for the City of Santa Clara to develop an action plan to address priorities and needs of aging older adults in the City.

Findings from the 2017 Senior Needs Assessment were compared to the previous assessment of senior needs conducted by Santa Clara in 2010. Comparisons were possible for several items where the questions and response options were the same. When considering 2010 and 2017 needs assessments, similar rates were reported by respondents for home ownership, doctor visits, and feelings of isolation, sadness/depression, and interest in doing enjoyable activities. Similar proportions were also reported for utilization of meal services, for missing balanced meals, and the primary reasons for missing balanced meals. Lastly, similar rates were observed for natural disaster preparation planning.

Overall, the results were mostly similar, and the few differences that were identified are noted throughout the report including slightly higher perceptions of good physical health and reporting of frequent exercise, and a lower prevalence of anxiety in 2010.

Methodology

Data Collection

Data was collected for the Senior Needs Assessment by Santa Clara's Parks & Recreation Department from May 2017 through July 2017. The data collection consisted of online surveys and paper surveys available in English, Spanish and Vietnamese, and focus groups offered in English, Spanish, and Mandarin with older adult residents of Santa Clara ages 50 and over. A total of 785 residents completed the survey. The survey asked residents about their socio-economic background, employment status, physical and mental health, disaster preparedness, and usage of the Senior Center. Residents were also asked about their perceptions of Santa Clara as a place to live as they age, and to rate the extent to which they want to have various age-friendly features in their community. Outreach for the survey was conducted by staff of the Parks & Recreation Department at the Senior Center, senior resident facilities, community events, and locations visited by older adults such as grocery stores, the library, and a farmers market. Heart of the Valley assisted with the outreach for the survey and delivered the survey to homebound seniors through their door-to-door transportation services.

In addition to the survey, seven focus groups were held at the Senior Center with 31 Santa Clara residents. One of the seven focus groups was held in Spanish and another offered in Mandarin. A focus group was conducted by Heart of the Valley comprised of their agency's client and volunteer base. Focus group participants were asked about their experience in the eight domains of livability, and the programs that could benefit the community in those areas. They were also asked where they would refer community members in need of dementia care services.

Partner Engagement

Santa Clara convened partners in May 2017 to obtain their input on the design of the assessment and again in February 2018 to present the assessment findings. At the February 2018 meeting, ASR presented the key findings to partners and facilitated small groups where partners provided their input on the most pressing needs affecting older adults, model practices, and strategies to address the unmet needs of older adults. The individuals who participated in the meetings represented nonprofits and major county service providers including the Santa Clara County Department of Public Health, Department of Aging and Adult Services, and the Valley Transportation Authority. Participation from the City of Santa Clara included members of the City Council, Senior Advisory Commission, Cultural Commission, and staff from various departments.

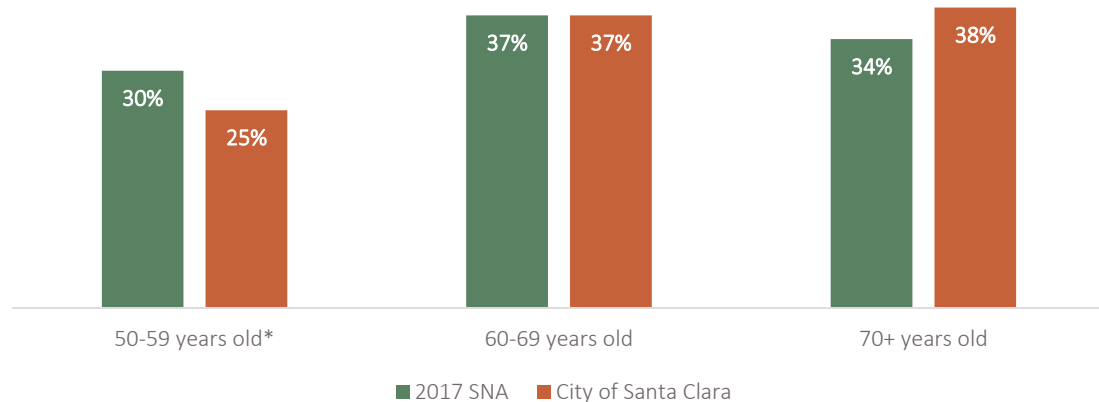
Consultants

Applied Survey Research (ASR) was contracted to analyze the data, prepare the report of data findings, and facilitate the February 2018 meeting with community partners. ASR is a social research firm dedicated to helping people build better communities since 1980.

Survey Demographics

A total of 785 residents completed the Senior Needs Assessment (SNA) survey. The sample included residents in their 50s (30%), 60s (37%), and 70s or older (34%). The age of survey respondents closely matched the age distribution of Santa Clara's older adult population.

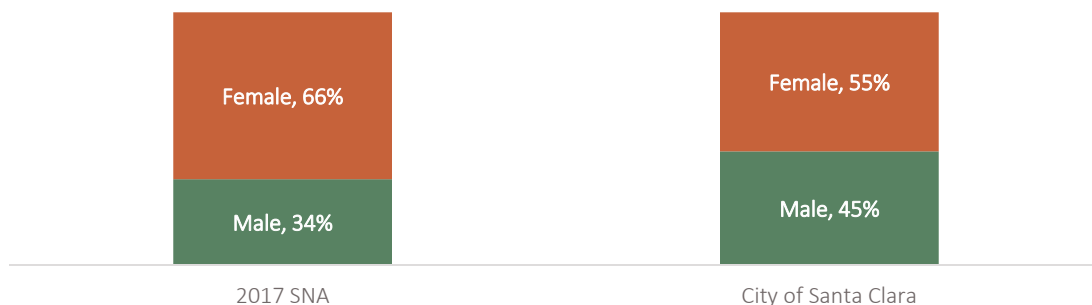
Figure 1. Age of Survey Respondents and of Santa Clara Residents 50+



Source for City of Santa Clara: U.S. Census Bureau, *2012-2016 American Community Survey 5-Year Estimates*. Note: The age breakout for the City of Santa Clara is for 55-59 year olds. Age breakout percentages for City of Santa Clara ages 55-59, 60-69, and 70+ were estimated using the population estimate 23,847. 2017 SNA n=761.

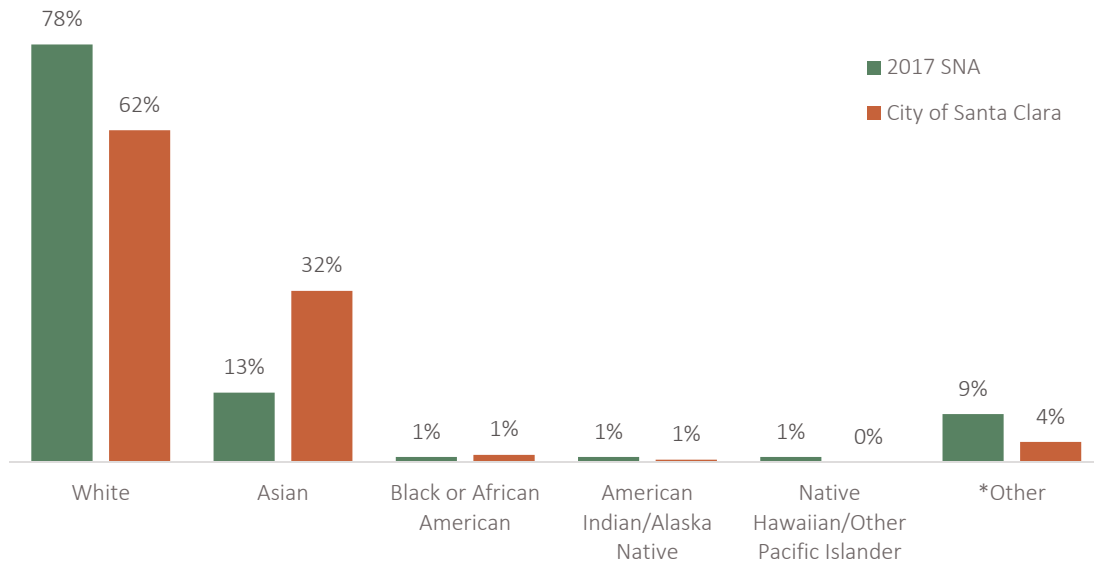
Two-thirds of the survey respondents were female (66%), and more than half (57%) were married. Most respondents (93%) reported speaking English at home, and over three-fourths were White/Caucasian (78%) followed by Asian (13%). Nine percent of respondents selected the Other category for race/ethnicity. The percentages of female and White survey respondents were higher than Santa Clara's overall population as reported by the U.S. Census Bureau, while the percentage of Asian survey respondents was lower (see Figure 3).

Figure 2. Gender of Survey Respondents and of Santa Clara Residents 60 and Over



Source for City of Santa Clara: U.S. Census Bureau, *2012-2016 American Community Survey 5-Year Estimates, Population 60 Years and Over*, n=17,825. 2017 SNA n=776.

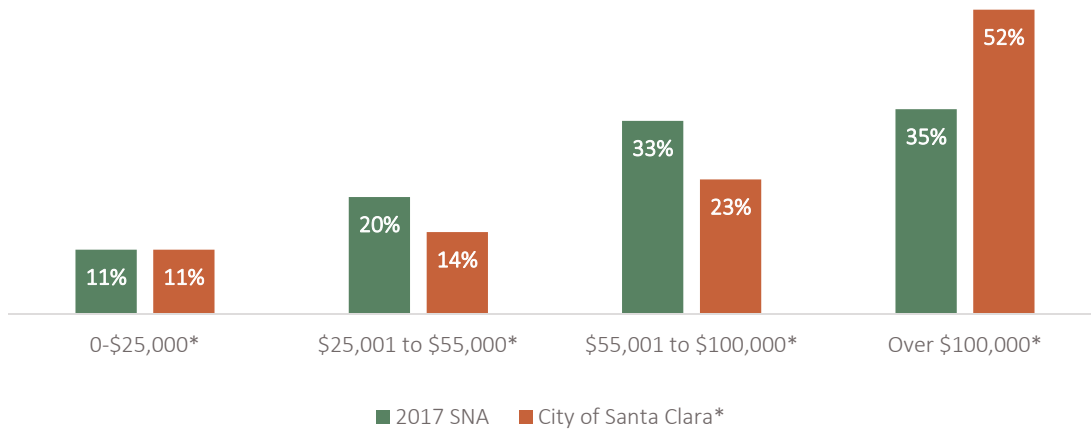
Figure 3. Race and Ethnicity of Survey Respondents and of Santa Clara Residents 60 and Over



Source for City of Santa Clara: U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates, Population 60 Years and Over, $n=17,825$. Note: Ethnicity information for "Other" includes the categories of *Some other race* and *Two or more races*. 2017 SNA $n=779$.

Over one-third of survey respondents (35%) had a household income of over \$100,000 while nearly one-third (32%) had a household income of \$55,000 or less. Fewer survey respondents reported an income of \$100,000 or more compared to the City of Santa Clara (35% of survey respondents compared to 52% of the City of Santa Clara population).

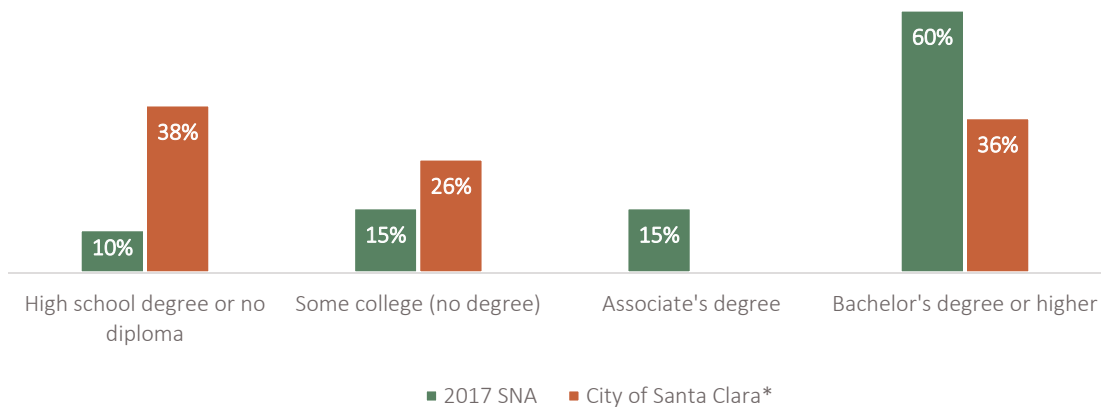
Figure 4. Income of Survey Respondents and of All Santa Clara Residents



Source: City of Santa Clara data pulled from U.S. Census Bureau, *2012-2016 American Community Survey 5-Year Estimates*, n= 122,725. 2017 SNA n=696. Note: Data for City of Santa Clara followed slightly different income breakout ranges: 0-\$24,999, \$25,000 to \$49,999, \$50,000 to \$99,999, \$100,000 and over.

Six in ten (60%) survey respondents had a Bachelor's degree or higher, similar to the percentage citywide (57%). One in ten (10%) survey respondents had a high school degree or no diploma, which was lower than Santa Clara's proportion of 22%.

Figure 5. Education Level of Survey Respondents and of Santa Clara Residents 60 and Over



Source: City of Santa Clara data pulled from U.S. Census Bureau, *2012-2016 American Community Survey 5-Year Estimates, Population 60 Years and Over*, n=17,825. Note: the categories some college and Associate's degree are combined for the ACS data. 2017 SNA n=770.

Economics and Employment

Why is it important?

Economic wellbeing is a key component of livability. An age-friendly community provides ways for older people to work for pay or volunteer their skills and be actively engaged in community life.^v The reported benefits of volunteering include a sense of self-worth, feeling active, and maintaining health and social connections.^{vi}



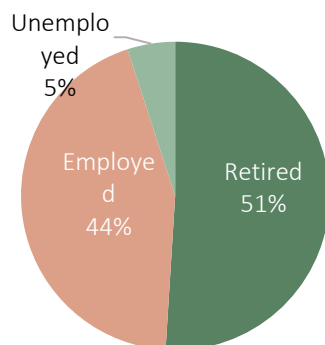
Livable communities provide residents an equal chance to earn a living wage and improve their well-being through quality job and education opportunities.^{vii} According to the World Health Organization, older adults desire opportunities for employment and volunteering that are tailored to their needs and interests.

What are the conditions of older adults?

Survey Findings

More than half (51%) of survey respondents were retired and not in the labor force. Of those remaining, 44% were employed and 5% were unemployed. Residents ages 50-59 were the largest group that reported being currently employed (75%). Almost half (47%) of residents ages 60-69 are currently employed, while approximately one in six (15%) residents ages 70 and older are currently employed.

Figure 6. Labor Force Participation



Note: 2017 SNA n=777.

Survey respondents expressed concern about various living costs, which greatly impacted their ability to age in place in Santa Clara. Issues included being challenged to sustain their quality of life due to rising housing costs, taxes, healthcare, and insurance. A few respondents expressed a desire to access educational opportunities, learn about work opportunities, and use their knowledge and skills to assist the public.

Focus Group Observations

Focus group discussions offered similar observations on affordability and difficulty managing living expenses. Some who are retired pointed to the need for other sources to supplement their income. Those who are willing to work noted that businesses are typically unwilling to hire older adults.

Partner Reflections

Community partners indicated a need for older adult job internships and several suggested forging partnerships with Encore and Sourcewise to provide this service.

Community

Why is it important?

Research conducted by the AARP has found that the vast majority of people ages 50 and older want to stay in their homes and communities for as long as possible.^{viii} The availability of age-friendly community features and services, such as home support, impacts the well-being of older adults, and their ability to remain in their communities as they age.

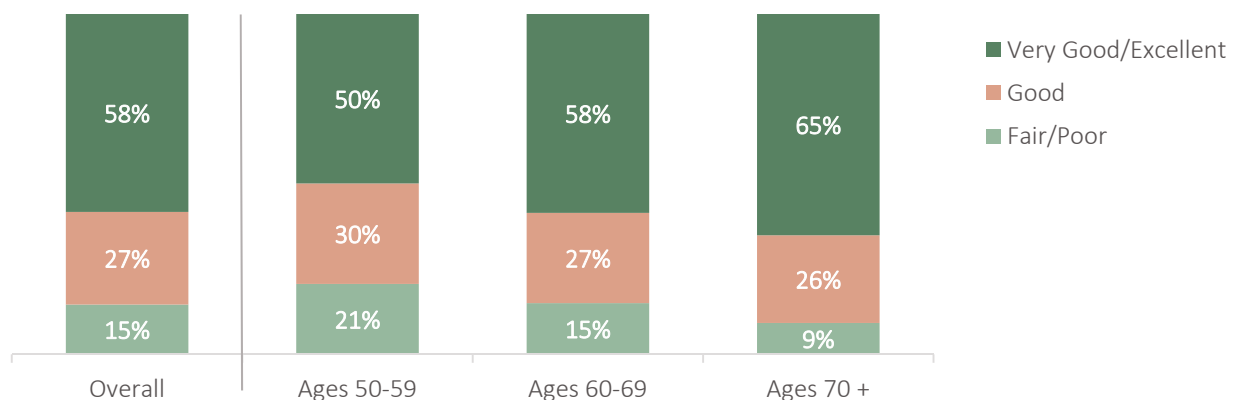


What are the conditions of older adults?

Survey Findings

Older adults indicated that the City of Santa Clara was a good place to live. Over half (58%) of 772 respondents rated the City of Santa Clara as a “Very Good/Excellent” place to live as they age, and positive ratings increased with age.

Figure 7. Perceptions of Santa Clara as a Place to Live as People Age, By Age



Note: Overall n=772, Age n= 766.

Three-quarters (78%) of respondents indicated it was “Very/Extremely Important” to remain in the City of Santa Clara as they age, and positive ratings increased with age.

Housing

Why is it important?

Age-friendly communities provide housing and support that allow older adults to age comfortably and safely.^{ix} Aging in place can be possible if homes are appropriately designed or modified, and if a community includes affordable housing options for people of all ages, allowing everyone to live in a quality neighborhood regardless of their circumstances.^x



What are the conditions of older adults?

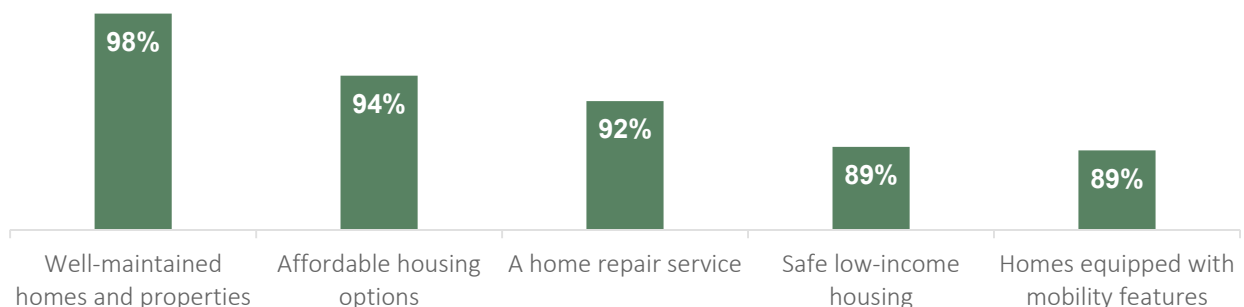
Survey Findings

Over three-quarters of survey respondents (78%) own their home and one-quarter reported living alone.

Older adults highly value living independently in their home or in the City as they age. Most survey respondents (97%) indicated it was “Very/Extremely Important” to be able to live independently in their own home as they age.

Older adults value safe and well-maintained homes. Nearly all survey respondents (98%) indicated it was “Very/Extremely Important” to have a well-maintained home. In addition, nearly 90% of older adults indicated it was important to have safe low-income housing.

Figure 8. Percentage of Respondents Who Rated Having Safe, Well-Maintained Homes and Properties as “Very/Extremely” Important



Note: n=762-776.

Six in ten residents have lived in the City of Santa Clara for over 25 years. One in five (21%) survey respondents have lived in the City of Santa Clara for fifteen years or less.

Survey respondents reported difficulty in finding or being able to qualify for affordable senior housing. Many cited the high cost of living in Santa Clara and the rapid development and growth of residential complexes that appear to be mostly unaffordable to most older adults.

Focus Group Observations

Focus group participants identified the high cost of housing, increasing property taxes, lack of assisted living, and dementia care services as concerns.

Partner Reflections

Several needs and gaps in housing were identified by community partners:

- Lack of affordable housing. Homecare workers are not able to afford to live in the area.
- Perception that there is a lack of home repair and home maintenance services. Partners shared as a preferred model a centralized downtown with housing options nearby.

Outdoor Spaces and Buildings

Why is it important?

Outdoor spaces and public buildings have a major impact on the mobility, independence, and quality of life of older people and their ability to “age in place.”^{xi} Green spaces, sidewalks, safe streets, outdoor seating and accessible buildings benefit people of all ages.^{xii} Age-friendly features could include intergenerational community gardens, senior-friendly parks, parklets, improved sidewalks/walking areas, and wayfinding signs.



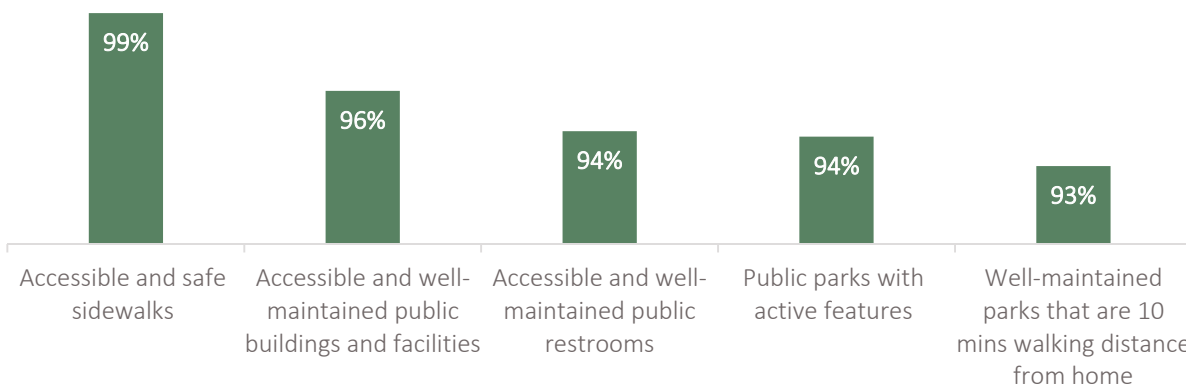
What are the conditions of older adults?

Survey Findings

Older adults highly value safe, well-maintained spaces for active living. Most survey respondents (93% to 99%) attributed high importance to having well maintained, safe and accessible sidewalks, public buildings/facilities, and public parks with active features, such as walking paths and outdoor sports courts in the city.

“I would love to be able to stay once I retire, but with the cost of living going up so much here, particularly rent, and the congestion in the streets, I will probably have to leave.”

Figure 9. Percentage of Older Adults who Rated Safe, Well-maintained Public Spaces for Active Living as “Very/Extremely” Important



Note: n=772-779.

Focus Group Observations

Focus group participants mentioned a few challenges related to outdoor spaces and buildings, such as poor sidewalks conditions, alcohol use and litter at the parks, and lack of parking at the Senior Center. However, residents did enjoy the ramps added to sidewalk corners, the beauty of Central Park, and well-maintained public restrooms at the park. In general, participants desired interest in access to green spaces, such as parks, trails, and community gardens.

Partner Reflections

Community partners indicated a need for sidewalk repairs. Partners identified the problem of raised roots in sidewalks, which make walking especially dangerous for older adults.

The current models and practices for outdoor spaces and buildings shared during the partner meeting included:

- Walkable, smaller communities within a larger community so that services and shops are within a few blocks of homes.
- Reassessment of how many handicap parking spaces are required at residential or retail development that will attract seniors. Encourage older adult specific parking spaces close to shopping centers.
- Perform sidewalk audit to help areas in need of repairs.
- Revitalize the downtown with walkable, wide sidewalks.
- Community gardens can create a place for older adults to be social, active and share produce.

“...our city sidewalks and streets are in need of repair/replacement to allow people to walk safely.”

Transportation & Streets

Why is it important?

Access to affordable, convenient, and safe travel can have a major effect on quality of life. Livable communities provide residents with transportation options that connect people to needed services, economic opportunities, and social and civic activities.^{xiii} Age-friendly transportation features include well-maintained streets and intersections, adequate time to cross the street, easy-to-read traffic signs, and low-cost, affordable public transportation options. Age-friendly communities have implemented senior shuttles, improvements in walking environments, and ride shares.



Transportation and Streets plays a vital role in the public's daily lives. From walking and/or biking to school, commuting to work, running errands, or even having groceries or goods delivered, all users interface with the transportation system. When the overall transportation system (roads, sidewalks, trails, transit) is well designed, functioning at a high level, and properly maintained/managed, residents and businesses tend to thrive which has an overall benefit to the local economy. Additionally, when users have a variety of viable mobility options, this provides access to goods and services which can lead to better quality of life.

What are the conditions of older adults?

Survey Findings

Many respondents placed a high level of importance on safe and accessible transportation. Nearly all of the survey respondents (98% to 99%) indicated it was "Very/Extremely Important" to have safe and well-maintained streets. Between 94% and 96% of respondents indicated it was "Very/Extremely Important" to have safe transportation stops and accessible and convenient public transportation.

"Transportation is a huge problem when a senior is no longer able to drive. My nearest bus line is 4 blocks away, and runs so infrequently that it would be very inconvenient to use regularly."

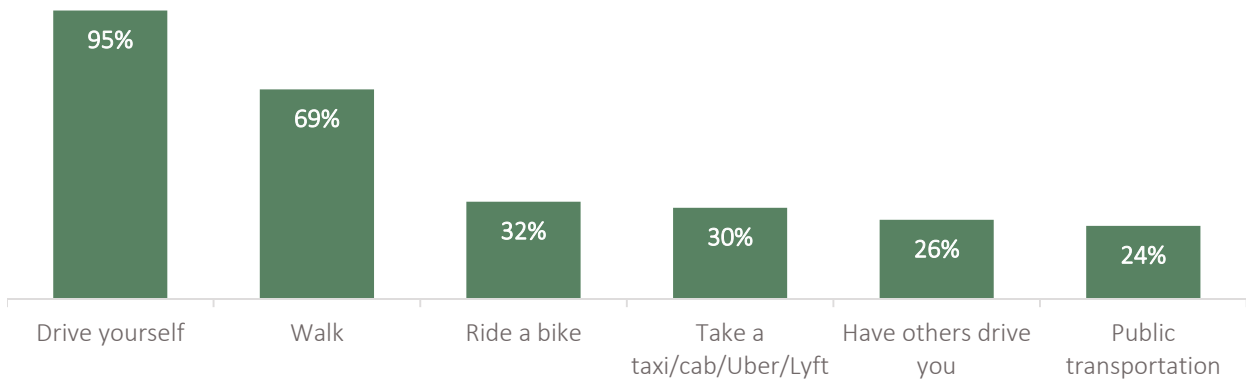
Figure 10. Percentage of Respondents Who Rated Having Accessible and Well-Maintained Transportation Infrastructure as “Very/Extremely” Important



Note: n=761-774.

Ninety-five percent of all survey respondents indicated that they drive themselves to go shopping, attend doctor visits, run errands, or travel to other places. Over two-thirds (39%) of lower income residents earning \$25,000 or below reported using public transportation to get around compared to 17% of higher income residents earning over \$100,000.

Figure 11. Percentage of Respondents who rated how they got around for shopping, doctor visits, errands, and other places



Note: n=639-773.

Survey respondents commented on the lack of time to cross streets and the need for low-cost transportation options for older adults (such as more bus routes, a senior bus system, assisted rides and carpooling).

Focus Group Observations

Focus group participants identified several transportation challenges, such as limited bus and train routes serving areas away from main streets and the lack of weekend public transportation options. Increased traffic congestion was identified as posing a challenge to pedestrian and motorist safety.

Partner Reflections

At the community partner meeting, participants identified the following transportation needs:

- Increased pedestrian safety (e.g., signage and traffic enforcement for pedestrian crossing).
- A City shuttle service for older adults.
- A mini-transit within the City that is safe and accessible.
- More bus stops (near public facilities, such as the Library and closer to homes to reduce the distance) and more frequent buses.
- Help older adults become more Uber/Lyft savvy.

The current models and practices for transportation shared during the partner meeting included:

- Shuttle services (based on Mountain View, Palo Alto or Heart of the Valley programs).
- Safe routes to parks.

Health, Wellness & Nutrition

Why is it important?

Health and support services are essential to maintaining the health and independence of older adults.^{xiv} Healthy communities provide access to high quality, appropriate, and affordable health care and mental health services. Additionally, they offer easy access to exercise opportunities, nutrition services, and have smoke-free air laws.^{xv}



What are the conditions of older adults?

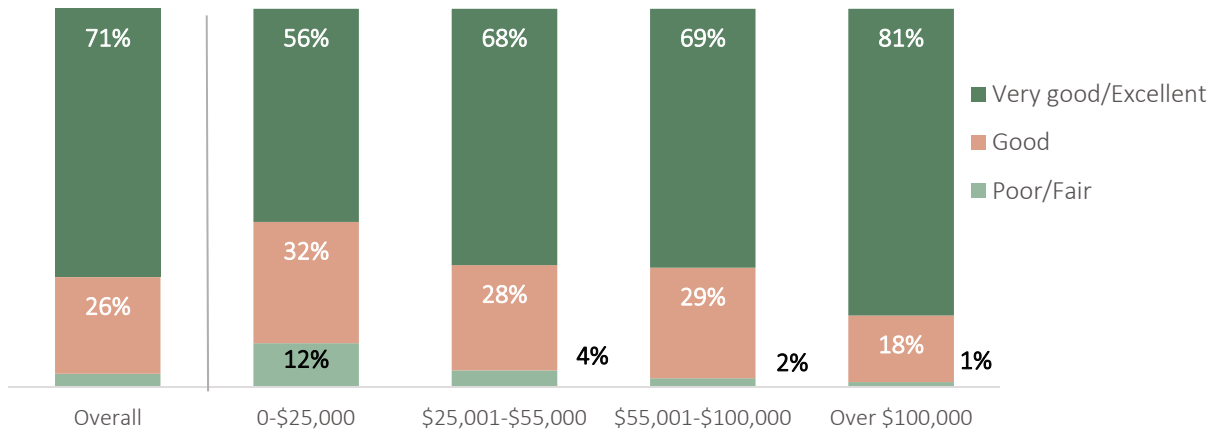
Survey Findings

Respondents reported strong physical health. Seven in ten survey respondents (71%) rated their health as “Very Good” or “Excellent” and 81% reported engaging in frequent exercise. Almost all respondents (98%) indicated it is important to remain physically active as long as possible, and eight in 10 (81%) survey respondents engaged in some form of physical exercise at least several times a week.

Survey respondents in 2010 reported slightly higher ratings than those reported by 2017 respondents for perceptions of “Good/Excellent” health (77% compared to 71%) and frequent engagement in exercise (85% compared to 81%), respectively.

Perceptions of health varied by income. The following figure depicts lower income adults were less likely to report their health as good as compared to adults with a higher income. Fifty-six percent of respondents earning \$25,000 and under rated their health as “Very Good/Excellent” compared to 81% of respondents earning over \$100,000.

Figure 12. Perceptions of Health, by Income



Note: Overall n=774, Income n=691.

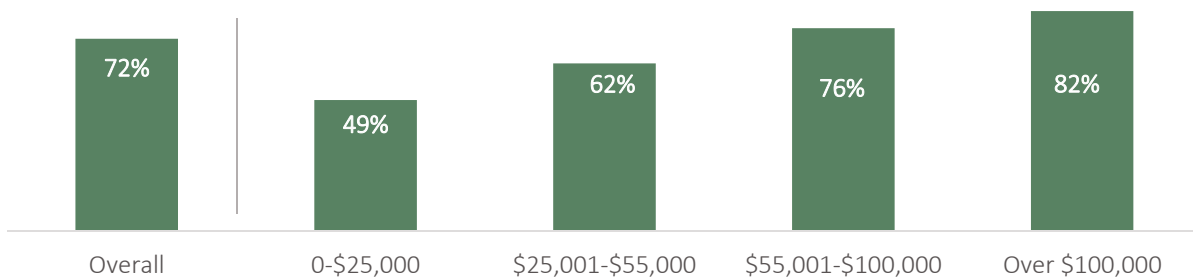
Physical Exercise

Lower income adults also reported lower levels of exercise. Seventeen percent (17%) of lower income respondents reported engaging in physical exercise less than once per month, compared to 2% of those earning over \$100,000.

Prevalence of Disabilities or Handicap

The survey asked respondents whether they have a disability, handicap or disease that has kept them or their spouse from fully participating in daily activities. Close to three-fourths (72%) reported no disability or handicap. Respondents who were ages 50 to 59 and those earning over \$55,000 were more likely to report not having a disability or handicap.

Figure 13. Percent of Respondents Who Reported Not Having a Disability or Handicap, by Income

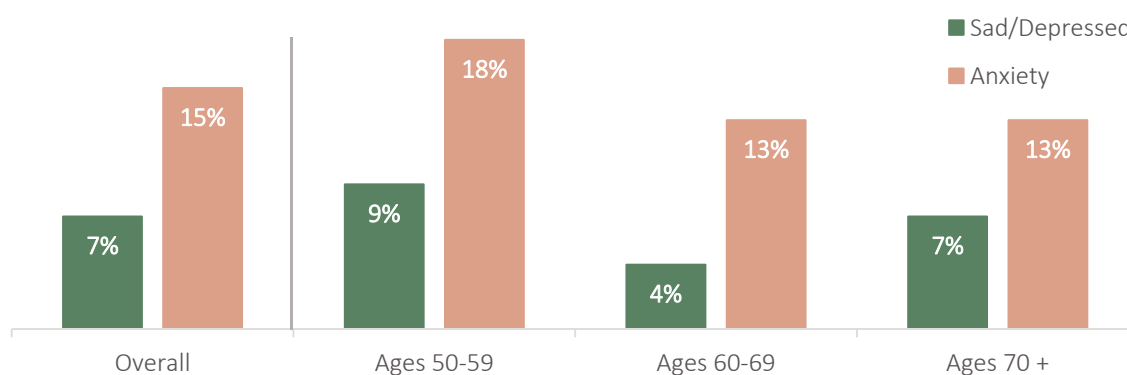


Note: Overall n=768, Income n=691.

Mental Health Status

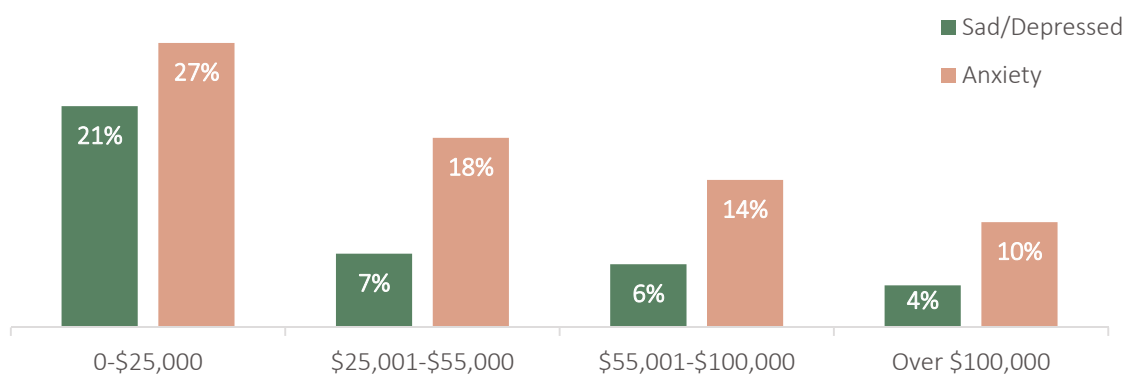
Respondents were asked whether they had felt sad/depressed or anxious during the past two weeks. Seven percent of survey respondents reported experiencing sadness/depression and 15% reported experiencing anxiety. In 2010, rates of sadness/depression stayed the same and anxiety was slightly lower with 11% reported feeling anxious. In the recent survey, reports of sadness/depression and anxiety were prevalent across age groups and were higher among the lowest income and unemployed residents.

Figure 14. Percentage of Respondents who "Often/Always" Felt Sad/Depressed or Anxious in the Past Two Weeks



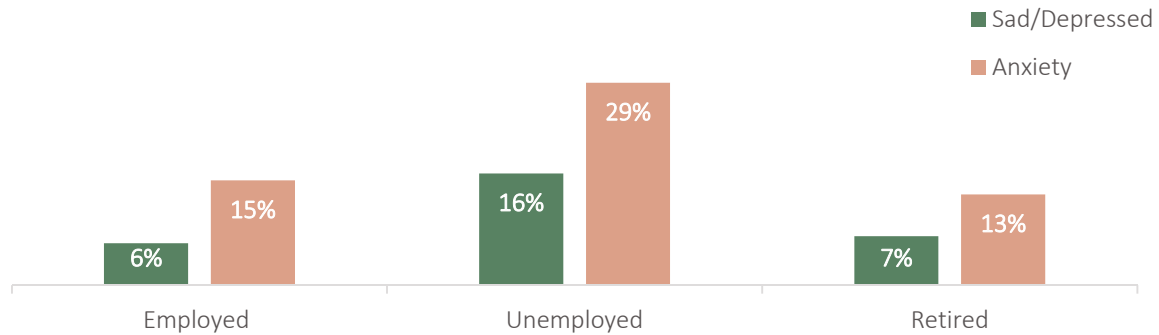
Note: Overall - reporting some level of sadness/depression n=759. Overall - reporting some level anxiety n=749. Age - reporting some level of sadness/depression n=754. Age - reporting some level anxiety n=744.

Figure 15. Percentage of Respondents Who "Often/Always" Felt Sad/Depressed or Anxious in the Past Two Weeks, By Income



Note: Sadness/depression n=680. Anxiety n=673.

Figure 16. Percentage of Respondents Who "Often/Always" Felt Sad/Depressed or Anxious in the Past Two Weeks, By Employment Status



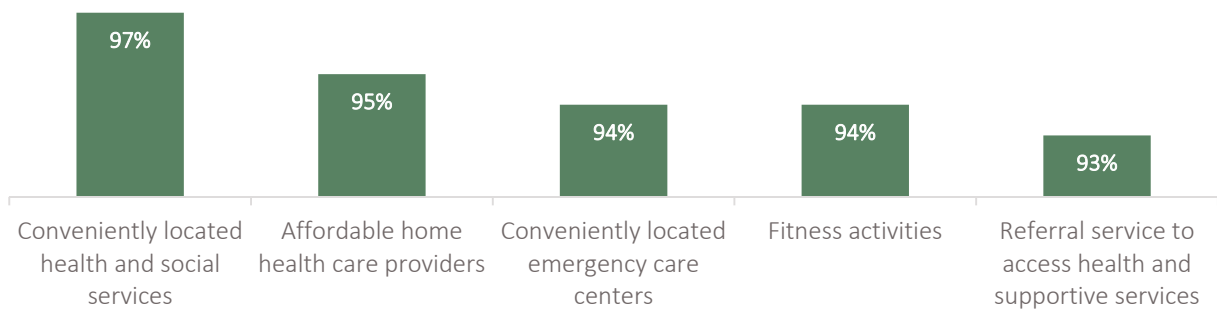
Note: Sadness/depression n=756. Anxiety n=745.

Six percent of older adults reported isolation "Often/Always" during the past two weeks. A similar percentage (8%) of older adults in 2010 reported feeling isolated. Research shows that isolation can be considered a health risk associated with increased mortality and other adverse health effects, such as dementia, increased risk for hospital readmission and increased risk of falls.^{xvi}

Wellness Support Services

Older adults highly value health and wellness supportive services. Ninety-seven percent of all survey respondents indicated it was "Very/Extremely Important" to have conveniently located health and social services while 95% thought it was important to have affordable health care providers.

Figure 17. Percentage of Respondents Who Rated Having Health and Wellness Supportive Services and Activities as "Very/Extremely" Important



Note: n=760-768.

Doctor Visits

Just over half (53%) of respondents see a doctor several times a year. Four in ten respondents reported seeing a doctor once a year. Older adults ages 70 and over reported seeing a doctor more frequently than their younger counterparts.

Nutrition

Low-income survey respondents are more likely to miss a balanced meal weekly compared to higher income respondents. Twenty one percent of those earning \$25,000 and under missed a balanced meal weekly, compared to 13% of those earning over \$100,000. Of the of low-income respondents who reported missing a balanced meal weekly, half had not used the meal services asked about in the survey including, Meals on Wheels, Second Harvest Food Bank, and meals at senior centers.



Disaster Preparedness

Over one-third of older adults are not prepared for a disaster. The survey asked respondents if they have a plan to survive in their home after a natural disaster. Over one-third (37%) of respondents did not have a plan in place.

Focus Group Observations

Focus group participants mentioned a few primary concerns related to health, wellness and nutrition such as struggling to find information about community services and where to obtain medical supplies, such as wheel chairs, canes and walkers. Participants noted that resource fairs and support from faith communities have been helpful.

Partner Reflections

At the community partner meeting, participants indicated a need for:

- Improving mental, physical and social health. There are high rates of anxiety among older adults regardless of income and there is a need to focus on loneliness and sadness as health risks.
- Limited transportation and bus passes to travel to nutrition programs.
- There should be a focus on outreach for those who can benefit most from nutrition programs.
- Market and educate older adults about meal service options since the survey data indicate that most low-income seniors are not using meal services.
- Flexibility in regards to the needs of the community. For example, home delivery for homebound older adults and pick-ups or shared meals for the mobile population.

The current models and practices for health, wellness and nutrition shared during the partner meeting included:

- Meal sharing service. It was suggested that a social media site could pair people who need food with people who are making food.
- Neighborhood 'Meals on Wheels' program.
- A community where someone's skill, service or other means of barter can be traded for meals.

Social and Civic Engagement

Why is it important?

Social participation and social support are strongly connected to good health and well-being.^{xvii} Livable communities promote the inclusion and contribution of older adults into all areas of community life. Opportunities to connect and feel welcomed help lessen social isolation among older adults and strengthen the entire community.^{xviii} Additionally, a livable community provides ways for older residents to volunteer their skills and creates intergenerational settings for young and older residents to learn from and value each other.^{xix}

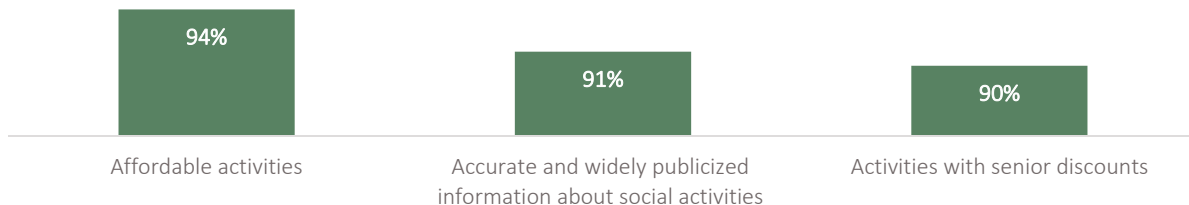


What are the conditions of older adults?

Survey Findings

Older adults placed high importance on the availability of a wide array of social and volunteer activities in their community. As shown in the figure below, between 90% and 94% of older adults attributed a high level of importance to affordable activities, widely publicized information about activities, and activities with a discount.

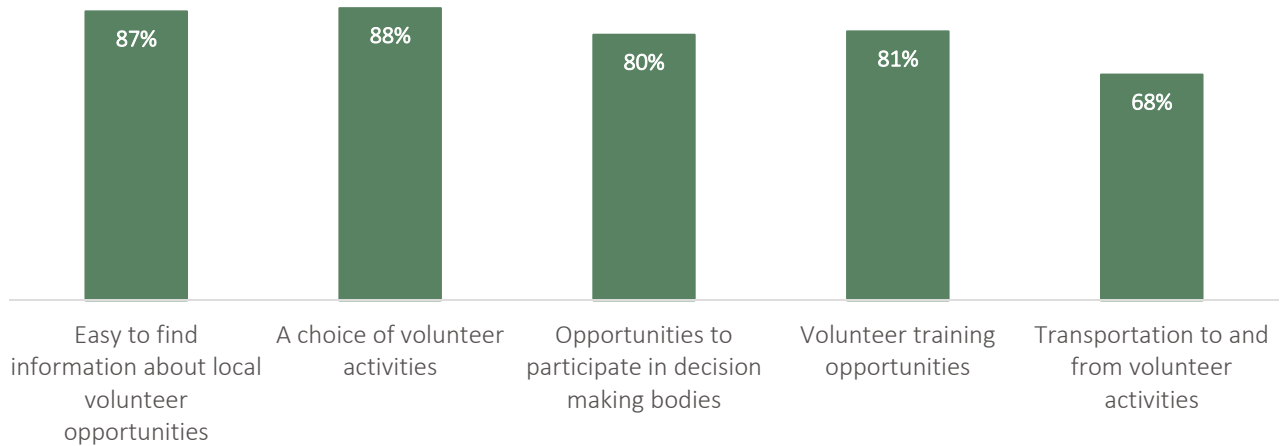
Figure 18. Importance of social activities rated as “Very/Extremely Important”



Note: n=764-766.

Between 87% and 88% of respondents rated easy to find information about local volunteer activities, as well as a choice of volunteer opportunities, as “Very/Extremely Important.”

Figure 19. Importance of volunteering and civic participation rated as “Very/Extremely Important”



Note: n=765-775.

Seven in ten survey respondents (70%) interact (in person, by phone or online) daily with their friends, family or neighbors in their community.

Survey respondents commented on the importance of social and civic engagement, including creating spaces for activities in the downtown area and engaging Santa Clara City residents in local decision-making. Respondents expressed a desire to participate in cultural activities and noted the need for greater inclusion and social cohesion.

“Give more volunteer opportunities to seniors because this activity allows them to feel more included and valued.”

Focus Group Observations

Focus group participants expressed an interest in volunteering opportunities to feel valued and included, and in participating in an array of intergenerational social activities and settings (e.g., City programs, parades, community projects). Some noted that the City of Santa Clara is doing well with providing opportunities for residents of all ages to interact. In addition, participants mentioned an appreciation for diversity and cultural inclusion.

One participant reported feeling a general lack of respect in the community for the elderly and a few participants pointed to the value of providing more visible roles and opportunities for older adults to contribute to the community.

Partner Reflections

- Partners indicated a need for programs/classes or mentors for younger older adults 50-65 (those still in labor force).
- Partners recommended an older adult discount booklet to offer discounts/coupons for various programs and activities.
- The current models and practices for social and civic engagement shared during the partner meeting included providing offsite programs/meet-ups for “younger older adults” who work.

Access to Community Resources and Information

Why is it important?

Livable communities provide access to information about community activities and needed services through a variety of means adapted for a spectrum of vision and hearing abilities.

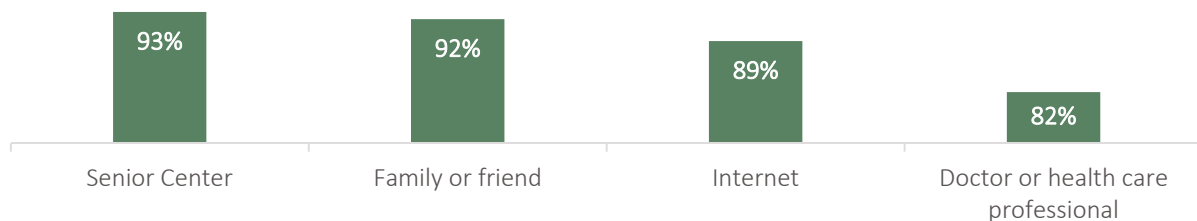
What are the conditions of older adults?

Survey Findings

The Senior Center is the top information resource for older adults. Ninety-three percent of older adults gather their information most often from the Senior Center followed by a family or friend (92%), the internet (89%), and their doctor or other health care professional (82%). Older adult residents ages 70 and over were less likely to report using the internet to access information.



Figure 20. Where Respondents Most Often Access Information About Services



Note: n=727-771.

A large majority (89%) of respondents want a centralized source of community information, 86% want free access to computers and the Internet in public places, and 78% want in-person delivery of community information to home-bound older adults as well as clear displays of information with large lettering. Respondents noted a lack of information about services and expressed a strong interest in learning how to better access this information.

Senior Center Usage

Sixty percent of survey respondents accessed the Senior Center, with usage increasing with age: 37% of residents in their 50s use the Senior Center, as compared to 73% of those ages 70 and over. When asked about what prevents them from using the Senior Center, residents in their 50s most often indicated “Hours of operation don’t meet my needs” (36%); “Don’t know what is offered” (32%); and “I don’t identify with the name Senior Center” (22%).

“The Senior Center needs extended hours for people who work.”

Utilization of the Senior Center was higher for lower income adults. Close to three-fourths (73%) of older adults earning \$25,000 and under reported using the Senior Center, compared to 40% of respondents earning over \$100,000.

Survey respondents provided positive comments on their experiences accessing and utilizing the Senior Center, and working adults suggested extending Center operating hours in order to better access the services and programs. It is clear that the Senior Center is perceived as providing opportunities to support active lifestyles and to learn about age-appropriate services and resources.

Focus Group Observations

Similar to the survey findings, focus group comments reflected very positive views about participant experiences with the Senior Center, but many expressed the need for extended hours and more activities. As noted in the survey findings section, participants also expressed an interest in a centralized information system about resources to better link seniors to appropriate services.

Focus group participants mentioned a few challenges in regards to community resources and information such as:

- Residents without internet or cable cannot access information.
- Some rely solely on information from electricity bill inserts, libraries and Senior Center bulletins.
- Northside residents experience transportation challenges and have limited access to information from the Senior Center.

Partner Reflections

At the community partner meeting, participants indicated a need for:

- Improved communication with older adults. Sometimes older adults are not called back.
- More information on things to do in the City of Santa Clara.

- A better way to disseminate information, as there is a lot of information, but it is not being accessed.
- Extended Senior Center hours.

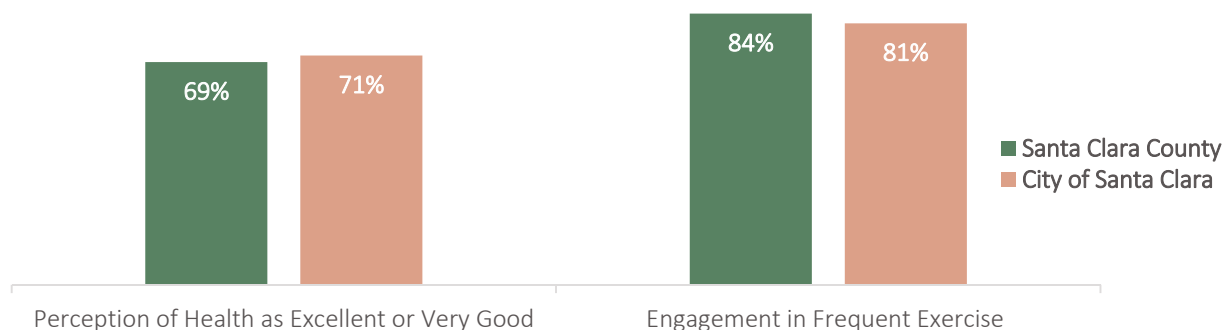
Comparison to Other Local Studies

Santa Clara County Livability Survey

To better understand how the findings of Santa Clara’s Senior Needs Assessment aligned with other local studies, Santa Clara’s survey results were compared with the results from Santa Clara County’s Livability Survey conducted by the Santa Clara County Public Health Department in 2016. The surveys were evidence-based and asked similar questions, which allowed for a thorough comparison of the results. In both surveys, respondents were asked how important it was to have various age-friendly features, services, and activities in their community. A comparison of the survey results showed that respondents attributed similar ratings to the age-friendly features asked about in the county and city surveys. The highest rated age-friendly items across both survey samples were: accessible and safe sidewalks; well-maintained streets; affordable activities; and widely publicized information about social activities. Additionally, there was similarity in the top resources used for information about services for older adults, which included the local senior center and the internet. Although the top rated items were similar across both studies, the ratings were more favorable among City of Santa Clara residents as compared to residents countywide.

There were also similarities with regards to perceptions of health and engagement in frequent exercise as shown in the figure below.

Figure 21. Perceptions of Health Items & Level of Exercises, by Locality



Note: City of Santa Clara Perception of Health n=774. City of Santa Clara Engagement in Frequent Exercise n=768.

The comparison of results between the countywide and Santa Clara surveys showed differences with regards to perceptions of their communities’ livability as they age, with ratings being higher in the countywide sample. Eight in ten (80%) of residents countywide reported their city as “Excellent” or “Very good” for people to live as they age, compared to 58% of Santa Clara residents. However, the percentage of residents who said it was “Extremely” or “Very important” to remain in their city as they age was higher for the city (78%) than the county (66%).

Sourcewise's Area Plan on Aging 2016-2020

Sourcewise, Santa Clara County's Area of Aging Agency, provides programs for older adults, such as the Health Insurance Counseling & Advocacy Program, Multiple Older Adult Services Program, Meals on Wheels, and acts as the county's payment facilitator for In-Home Supportive Services. Sourcewise has taken a leadership role in addressing issues important to older adults in Santa Clara County. In order to develop their Area Plan on Aging, Sourcewise conducted a comprehensive Needs Assessment in 2015 to obtain information specific to the identified needs of adults 60 years or older living in Santa Clara County. The Assessment consisted of a random-digit dial telephone survey, focus groups, and surveys of caregivers and providers.

The needs that surfaced from the Sourcewise study were compared to Santa Clara's findings to understand the extent to which there was alignment of need, and to validate Santa Clara's results since the Sourcewise study was more comprehensive. However, the Sourcewise study employed a methodology distinct from Santa Clara, which limited the comparability between studies. Several of the general areas of alignment are described below:

- Focus group respondents in the Sourcewise study were asked to identify which resources were currently available in Santa Clara County to address their needs. Older adults most frequently responded that the (senior) community center where the focus group was held helped them address their needs. Similarly, the top resource cited by older adults in Santa Clara was the Senior Center.
- Countywide residents were asked to identify, from a list, which services were lacking for older adults. The services most often identified by respondents as missing were: fraud & financial abuse education (27%); help finding housing (25%); legal services (23%); and general information on aging (22%). The common themes that emerged from the Santa Clara focus groups also included housing and information on aging.
- Among providers in the Sourcewise study, the top five most identified unmet needs of older adults were: help finding housing (74%); access to transportation (67%); counseling or care management (56%); health services (44%); and help with health insurance (37%). The top needs that emerged from partners in Santa Clara were consistent, with housing, access to transportation, and physical/mental health frequently cited.
- In the Sourcewise study 73% of older adults reported driving themselves as the most frequently identified mode of transportation, similar to the Santa Clara assessment, although the percentage was much higher in Santa Clara (95%).
- 20% of Sourcewise older adult respondents indicated they did not feel comfortable using public transportation. The commonly cited reasons were consistent with the needs expressed by Santa Clara focus group participants including: does not stop near residence; does not go where needed, and it's difficult to plan a trip.

- Focus group participants in the Sourcewise study discussed difficulties related to accessing information. The most frequent issues mentioned by participants were language barriers, outdated lists, and limited printed resources. In Santa Clara, focus group participants also expressed a need for more paper communication.

Next Steps – Action Planning

The mission of the City of Santa Clara is to promote a living and working environment that allows for the best quality of life by serving the community with resourceful, efficient, progressive and professional leadership.

What is the City currently doing to improve the conditions of older adults?

Joining 15 cities county-wide, Santa Clara now a designated Age-Friendly City, is committed to be a livable community, and understands that being age-friendly benefits the entire community. For example, barrier-free buildings and streets enhance the mobility and independence of people with disabilities of all ages, and families experience less stress when their older members have the community support and health services they need. Moreover, post-retirement, many older people continue to provide unpaid and voluntary work for their families and communities.^{xx} Santa Clara recognizes and values the participation and contribution of older adults.

Using the lens of an Age-Friendly City, Santa Clara can categorize their department updates as well as work plan and project goals into one of the eight domains of focus. Current updates or reports are described in detail below:

Housing

The cost to rent or purchase housing in the Bay Area is becoming increasingly expensive for thousands of older adults, both for those on fixed retirement incomes as well as those who have not yet reached retirement. In 2015, UCLA's Elder Economic Security Standard (The Elder Index) which reflects the cost of housing, food, healthcare, transportation, and other expenses, estimates the annual basic cost of living for an older adult couple in Santa Clara County at \$36,660, or \$3,055/month.^{xxi} For those who have only small pensions, social security, and a few assets, their only hope for safe, secure, and affordable housing is through units built with the assistance of local government resources and through Federal tax credit programs.

Part of the problem for cities like Santa Clara is simply a lack of affordable housing. Santa Clara can be characterized as a "job rich" community, where the number of jobs has well exceeded the number of housing units. According to a March 2017 report published by SiliconValley @ Home^{xxii}, the City of Santa Clara has a 2.38 jobs-housing ratio imbalance (i.e., 2.38 jobs for every housing unit) making it even harder for seniors, particularly those on a fixed income, to access housing.

The City of Santa Clara is committed to ensuring availability of affordable housing to moderate, low, very-low and extremely-low income households and seniors through the adoption of the Affordable Housing Ordinance and Impact Fees. The new requirements will include a

combination of inclusionary requirements for residential projects and impact fees for smaller projects and nonresidential projects to provide a steady stream of affordable housing units and income to fund the provision of affordable housing projects across the City.

Over the next 5 years, the City of Santa Clara hopes to create at least 400 new older adult affordable housing units by leveraging Federal, County, and local subsidies. These units will provide resources, amenities, and supportive services to older adults in Santa Clara, enabling them to downsize if necessary.

The City also uses its Federal grant allocations to help older adults in a variety of ways. The City's Neighborhood Conservation and Improvement Program (NCIP) provides minor rehabilitation to owner-occupied, single family homes. Loans and grants are provided to low income residents, whose incomes are at or below 80% of the County median, adjusted for household size. Many of the program's participants are older adults who use the program to implement accessibility upgrades, enabling them to age in place.

The City's Tenant Based Rental Assistance (TBRA) program assists homeless families with ties to Santa Clara (work or school) with rental subsidies and deposits along with case management and housing search services.

Additionally, the City distributes a portion of its annual Community Development Block Grant (CDBG) award to local public service agencies, many of which serve Santa Clara older adults. These agencies include:

CATHOLIC CHARITIES--LONG TERM CARE OMBUDSMAN

2625 Zanker Road, Suite 200, San Jose, CA 95134

(408) 944-0567

Under the direction of the California Department of Aging, provides advocacy, complaint investigation, including violations of personal rights and elder abuse, and problem resolution for primarily elderly (60+ years of age) residents in the City's two nursing facilities and 15 assisted living/residential care facilities for the elderly.

SANTA CLARA SENIOR CENTER--SENIOR NUTRITION

1303 Fremont Street, Santa Clara, CA 95050

(408) 615-3170

Provides daily, balanced meals to persons 60 years and older, targeting frail, isolated older adult citizens. Meals are served at the City's Senior Center. The median age of clients is 76. The Program is operated by the City Parks and Recreation Department, under a contract with the County of Santa Clara.

SENIOR ADULTS LEGAL ASSISTANCE (SALA)--ELDERS LEGAL SERVICES

1425 Koll Circle, Suite 109, San Jose, CA 95112

(408) 295-5991

Provides free legal services to older adults (age 60 and older). Services are provided by appointment, two intake days a month at the City Senior Center on Fremont Avenue, and by phone. Homebound elders may receive home visits. Services include legal advice/referrals, simple document writing, and legal representation.

LIVE OAK ADULT DAY SERVICES--SENIOR ADULT DAY CARE

1147 Minnesota Avenue, San Jose, CA 95125

(408) 971-9363

Serves frail and dependent older adults with an adult day care program consisting of recreation, interactive social activities, adaptive physical exercise, nutritious meals and personal care. In addition, caregivers receive respite and support services, including counseling and referrals, to assist them in their efforts to maintain their older adult relative in their home.

HEART OF THE VALLEY—SENIOR TRANSPORTATION

1550 El Camino Real, Santa Clara, CA 95050

(408) 241-1571

City CDBG funds provide support for door-to-door transportation and assist with day-to-day tasks for older adults who are 65 years of age or older. Riders pay no fee. Transportation and in-home services are provided by volunteers. The program does not provide transportation for persons in wheelchairs. Persons needing accessible vehicles for transportation are referred to the countywide paratransit program.

SILICON VALLEY INDEPENDENT LIVING CENTER—HOUSING PROGRAM FOR PERSONS WITH DISABILITIES

2202 N. First St., San Jose, CA 95131

(408) 894-9041

This program provides City of Santa Clara residents who have disabilities with education and training on all aspects of how to conduct a housing search for affordable, accessible housing to transition from homelessness, healthcare facilities or unstable, temporary housing including emergency assistance, security deposits, rental assistance (based on available resources), information and referral and access to independent living services. This support is accomplished through one-on-one service provision and group workshops.

Outdoor Spaces and Buildings

Placemaking

The City has embarked on an innovative community engagement process in partnership with Project for Public Spaces to enable the community to have a greater role in the design and development, both private and public, for the overall benefit to the City. Placemaking inspires people to collectively re-imagine and reinvent public spaces as the heart of the community.

In parallel, the City offers educational workshops, including land use policy issues and an update on the General Plan.

Sports and Recreation Assets

In September 2013, Council adopted a goal to enhance community sports and recreational assets. Since then, Capital Improvement Project (CIP) funding has been prioritized and allocated on an annual basis from available sources such as the Capital Project Reserve Fund, the [Housing](#)

Development Impact Fees (subject to Quimby Act & Mitigation Fee Act) and supplemented with grants, corporate and individual donations.

New Development Parkland Dedication, Credits & Fees

Parkland dedication, credits and fees are city building requirements (outlined in Chapter 17.35 Park and Recreation Land of the City Code) which help the City acquire and develop adequate public parkland to meet the additional demand created by new residential housing projects and/or to mitigate the impacts of new housing developments on existing park and recreation facilities. The amount of parkland to be dedicated is based on the type and size of the proposed development. Credits refer to fee reductions for parkland dedication, when eligible for specific private open space and recreation amenities. Fees in-lieu of parkland dedication are used by the City to acquire and develop additional public parkland, and/or for capital projects to improve existing parks & recreation facilities. The City encourages developers to contact the Parks & Recreation Department with preliminary ideas, questions and schematic plans early in the planning process in order to find ways to meet requirements.

Park Amenity and Design Standards

The City of Santa Clara Parks & Recreation design standards were developed by the Department of Parks & Recreation. The goal of establishing design standards is to identify the elements that are consistently found in the City of Santa Clara park system and to provide standard guidance to landscape architects, grounds maintenance staff and others as to what is acceptable. These standards cover a wide range of park elements, identifying specific product types, materials and installation practices.

The Parks & Recreation Department uses the following criteria when developing outdoor spaces:

- Use research-based best practices, and comply with all current Codes;
- Incorporate principles of inclusive playground design in the individual elements and the overall playground environmental design;
- Provide “age-friendly” (multigenerational) spaces;
- Integrate nature and habitat (California native, drought resistant palette) into play environments;
- Provide outreach/education and master planning with residents and community partners;
- Incorporate seven elements of play (balancing, swinging, sliding, climbing, brachiating spinning, running/free play);
- Address safe routes to parks (system connectivity) and ADA;
- Provide, measure and report desired outcomes such as health/fitness; and
- Be sustainable (in materials, construction, operations, and maintenance).

It is understood that City park sites should be easily accessible to the public by various modes of transportation: vehicular, bicycle, and pedestrian. Current Federal ADA accessibility guidelines must be incorporated into the design of parks, park facilities and amenities. ADA accessibility should be accommodated at all sites to the fullest extent practical. It is also understood that all new park facilities, elements and components must conform to the most recent uniform building codes, California laws, regulations and safety guidelines. Finally, where applicable, all current City ordinances, Public Works standards and Utilities standards will be followed. Such guidelines are published elsewhere.

Facility Condition Assessment

In April 2017, The City of Santa Clara Parks & Recreation Department selected Kitchell CEM to perform Facility Condition Assessments (FCA's) for Parks & Recreation Department facilities, including 47 parks and 65 buildings, located within the City of Santa Clara. The purpose of this assessment was to determine the conditions of the facilities in order to identify the costs of current deficiencies of the existing City infrastructure as well as to forecast anticipated future capital renewals for site systems for the next 20 years. The process involved:

- Inventory all Parks & Recreation assets for use in the City's Enterprise Asset Management System/Geographic Information System for use in a work order system;
- Assess asset conditions;
- Identify current deficiencies of the assets inventoried;
- Determine the costs of repair and/or replacement of the current deficiencies;
- Forecast anticipated future necessary renewals and costs for site systems over a 20-year life cycle;
- Assist the City in preventive maintenance planning; and,
- Use in the Department's Capital Improvement Project (CIP) budget planning.

[Full report available here:](#)

Transportation and Streets

Santa Clara is currently in a transitional period with respect to developing from suburban to a more urban lifestyle. As the growth contemplated in the City's General Plan becomes a reality, in addition to roadway and traffic signal improvements, the City is also looking to alternative methods of travel to: 1) reduce the need for automobile use and 2) increase health benefits to our constituents. For example, non-motorized transportation infrastructure (such as bicycle, pedestrian, and trails) is being master planned. Also, necessary regional funding for roadway maintenance is starting to open up with the 2017 passage of California Senate Bill 1 and the 2016 approval of the Santa Clara Valley Transportation Authority's Measure B ballot measure.

The City of Santa Clara also received a Caltrans Sustainable Communities Transportation Planning Grant in December 2017 to develop the City's first Pedestrian Master Plan. In August

2018, the City selected the consultant Alta Planning & Design to assist in the development of the plan. Alta Planning + Design will help the City with conducting public outreach/workshops/online surveys, surveying existing conditions, data collection, preparing a pedestrian needs analysis, developing recommended improvements, and overall completion of the master plan. It is anticipated that the Pedestrian Master Plan will take approximately 18 months to complete with the final plan to be presented to City Council in winter 2020.

The City has allocated funding in the City's Budget towards improvement to the overall transportation system. Specific to senior needs, the City is working on implementing older adult and accessible friendly improvements in the transportation system. This includes:

- Retiming traffic signals to increase the "Walk/Don't Walk" intervals to assist those with slower walking speeds.
- Installing crosswalk sensors at traffic signals that will detect if a person is still crossing the street when the pedestrian crossing phase nears completion. If successful, the opposing traffic would be slightly delayed to allow pedestrians to safely finish their crossing of the intersection.
- Working with technology companies to facilitate implementation of smart traffic signals to connect transportation users to traffic signals. Uses include communications to vehicles to provide optimal travel speeds, remaining green time, dynamic rerouting of traffic, presence of pedestrians crossing the roadway, confirmation of detection of bicyclists/pedestrians, presence of emergency vehicles and crash avoidance notification.
- Installing low stress level bicycle facilities (Class 1 trails which have little or no steep sections, and Class 4 Protected Bicycle Lanes which provide space that is exclusively for bicyclists and separated from motor vehicle travel lanes, parking lanes, and sidewalks) on City bike routes.
- Implementation of wider roadway stripes to assist autonomous vehicles and human drivers
- All new traffic signs will exceed reflectivity standards for better nighttime recognition.
- When possible, installing wider sidewalks with buffers from the roadway to enhance comfort for pedestrians.
- Installing/retrofitting streets to better prioritize pedestrian movements (i.e. tightening of street corner returns and removal of free right turn islands).
- Retrofitting handicap ramps to ensure ADA compliance.

As the City continues to grow and change, we strive for a multimodal (automobile, bicycle, pedestrian, transit) transportation system that provides safe, efficient, and effective mobility options for all Santa Clara residents and businesses. This system would be implemented to accommodate all members of the public, regardless of age or abilities.

Health, Wellness and Nutrition

The Parks & Recreation Department's Senior Center houses the City's Health & Wellness Program (H&W Program), which assists Santa Clara's adults age 50+ and their families with public health and social service needs free of charge, by appointment. In 2017, program staff engaged over 4200 individuals (non-unique), or approximately 350/month.

Staffed by Registered Nurses and a Social Worker, this program focuses on key areas of support relevant to a variety of client needs, evidence-based goals, and desired public health outcomes:

- Safety net for at-risk older adults to prevent elder abuse via home visits and collaboration with Adult Protective Services;
- Navigation of healthcare systems to access appointments and connection to services;
- Public health screenings and events, such as a weekly blood pressure clinic, pre-diabetic assessments, bi-annual hearing tests, and an annual health and wellness fair;
- Health teaching and care management for those with chronic diseases (heart disease, diabetes, dementia) and behavioral health (mental health, substance use) conditions;
- Assessment of older adults' functional abilities and needs, research for available resources, and partnering to implement supports and interventions with the goal of helping individuals maintain optimum health, independence, and safety in their homes;
- Assistance locating, affording, and transitioning to housing at all levels: rooms, apartments, board and care/assisted living, and skilled nursing placements;
- Accessing transportation resources;
- Locating and engaging home care;
- Social engagement experiences to combat isolation and loneliness, such as movie screenings, home visits, support groups, and a "friendly face" destination for newcomers to the Senior Center;
- Collaboration with other City of Santa Clara departments (library, police, fire, community development, Silicon Valley Power) to identify and reach out to older adult residents who may need services;
- Partnerships with area universities and non-profits for community education and enrichment, such as The Alzheimer's Association, The Health Trust (Diabetes Self-Management), USF School of Nursing, Santa Clara University;

The 2017 Senior Needs Assessments survey respondents indicate that the majority of Santa Clara older adults feel healthy, active, and socially well-supported as they continue to grow older within their community. While 71% report their health as "Very Good" or "Excellent," even this population requires occasional health/social service planning or resource assistance. It is the focus of the City of Santa Clara Senior Center's Health & Wellness Program (H&W Program) to assist the remaining 29% of older Santa Clarans who do not report good

overall health access to consistent healthcare; safety and functional supports at home; exercise opportunities, or access to or the ability to prepare healthy food.

In addition to The Health & Wellness Program, Santa Clarans access medical and behavioral health care and social services through their primary healthcare systems within City limits:

- Kaiser Permanente Santa Clara
- Palo Alto Medical Foundation (PAMF)
- Stanford Healthcare
- Santa Clara Urgent Care
- Private practices: medical, dental, and behavioral health care needs

The services and resources provided by The Health & Wellness Program have proven to be a valuable resource to Santa Clara's older adults and their families. It is the goal of this program to continue to offer the range and depth of services currently provided, while remaining flexible and responsive to future community needs.

Social and Civic Engagement

Older Santa Clara residents have a variety of social engagement opportunities, through participation in community groups, religious organizations, service organizations, city commissions, City-wide special events, and volunteer opportunities at all levels of involvement.

The mission of the City of Santa Clara's volunteer services program is to enhance city programs and services by matching the varied talents of concerned individuals and groups of all ages, interests, and skills with a wide variety of interesting and challenging municipal projects.

Volunteers are the most diverse and richest resources in our community and essential to providing quality services to the residents. Community members of all ages are encouraged to show pride and get involved in civic activities through volunteer work within the City of Santa Clara.

The City of Santa Clara offers a diverse range of programs for volunteer opportunities such as:

- [Citizens Police Academy](#)
- [Community Emergency Response Team \(CERT\)](#)
- [Harris-Lass Museum](#)
- [Leadership Santa Clara](#)
- [Police Activities League \(PAL\) Volunteers](#)
- [Reserve Firefighter](#)
- [Santa Clara Amateur Radio Emergency Services \(ARES\)](#)
- [Santa Clara Arts & Historical Consortium](#)
- [Santa Clara Library](#)
- [Santa Clara Senior Center](#)

- [Silicon Valley Animal Control Authority \(SVACA\)](#)

Adult education and life-long learning experiences are also available for a wide range of interests, through the Santa Clara Senior Center, Library, and Santa Clara Unified School District.

Access to Community Resources and Information

The City of Santa Clara promotes a wide range of government and community events and disseminates information via the City's website, utility bill inserts, Municipal TV Channel 15, banners at key street intersections, fliers at community gathering places, and email notifications.

The City of Santa Clara Library is a community hub that provides all types of presentations, classes, and events ranging from genealogy to health care to hobbies.

The Santa Clara Senior Center promotes Senior Center classes, events, and community activities via communication boards in the Senior Center, a monthly newsletter that is also posted to the Senior Center website, email notifications, and flyers. The "Be Strong, Live Long" Health & Wellness Fair is held annually in May, which hosts high-caliber non-profit and government agencies that provide information about their services.

The Senior Center front desk staff and the Health & Wellness Program's RNs and Social Worker are extremely knowledgeable about resources and services in the community, including county, state, and federal programs. In addition, the Senior Center has a weekly volunteer who is a trained resource specialist, available by appointment, free of charge. City residents are able to meet with staff to learn information and resources free of charge.

For those who don't own a computer or who are not computer-savvy, Health & Wellness Program staff can help facilitate accessing information and services online. Tech classes are conducted frequently at the Senior Center and at City libraries to provide 1:1 training on how to better utilize social media, email, and search functions, and all locations host computer labs for free computer use. The City of Santa Clara also provides free outdoor Wi-Fi throughout the City via SVP Meter Connect.

Sourcewise, the Santa Clara County Area Agency on Aging, maintains a comprehensive database for resources and services, accessible online or by 1:1 assistance provided by Sourcewise volunteers over the phone. The United Way's 2-1-1 system is another opportunity for learning information.

The City of Santa Clara desires to maintain and promote the range and depth of services currently provided, while remaining flexible and responsive to future community needs.

In Conclusion

The City plans to draw upon the assessment findings to formulate a work plan that will align the City's programs, policies, and priorities with the varying needs of older adults and inform coordination with providers of older adult services.

As the assessment illustrated, the needs of older adults vary depending on a diverse array of factors, such as age, employment status, and income. As a next step, the City will build upon the strategies that were suggested by focus group participants and partners, and identify evidence-based, cost-effective practices that have been implemented by other communities.

Additionally, as an Age-Friendly City, Santa Clara will align strategies with other planning efforts focused on older adults. Santa Clara may utilize the AARP's framework of assessment, planning, implementation, and evaluation of progress. In doing so, Santa Clara will be joining a growing number of communities preparing for the rapid aging of the U.S. population by paying increased attention to the environmental, economic and social factors that influence the health and well-being of older adults. By doing so, these communities are better equipped to become great places, and even lifelong homes, for people of all ages.^{xxiii}

Appendix A: Senior Needs Assessment Survey

City of Santa Clara
Parks and Recreation Department - Senior Center
1303 Fremont Street
Santa Clara, CA 95050
(408)615-3170



The City of Santa Clara has launched an important effort to assess resident needs age 50 and over. The results from this survey will inform future program and service delivery to older adults in the City of Santa Clara. Please take a few minutes and complete the survey.

YOUR COMMUNITY

1. How would you rate the City of Santa Clara as a place for people to live as they age?

- ☐₅ Excellent
- ☐₄ Very good
- ☐₃ Good
- ☐₂ Fair
- ☐₁ Poor

2. What is your 5-digit ZIP code?

3. How long have you lived in the City of Santa Clara?

- ☐₆ Less than 5 years
- ☐₅ 5 years but less than 15 years
- ☐₄ 15 years but less than 25 years
- ☐₃ 25 years but less than 35
- ☐₂ 35 years but less than 45

☐₁ 45 years or more

4. Thinking about your retirement years when you do not work at all for pay, how likely is it that you will move to a different home *outside* the City of Santa Clara?

☐₄ Extremely likely

☐₃ Very likely

☐₂ Not very likely

☐₁ Not at all likely

5. How important is it for you to remain in the City of Santa Clara as you age?

☐₄ Extremely important

☐₃ Very important

☐₂ Not very important

☐₁ Not at all important

HOUSING

6. Do you own or rent your primary home — or do you have some other type of living arrangement?

☐₁ Own

☐₂ Rent

☐₃ Other type of living arrangement

7. What type of home is your primary home?

☐₁ Single family home

☐₂ Manufactured home

☐₃ Town home or duplex

☐₄ Apartment

☐₅ Condominium or co-op

☐₆ Other, please specify: _____

8. How important is it for you to be able to live independently in your own home as you age?

- ☐₄ Extremely important
- ☐₃ Very important
- ☐₂ Not very important
- ☐₁ Not at all important

9. How important do you think it is to have the following in your community?

		Extremely Important	Very Important	Not Very Important	Not At All Important
a.	Well-maintained homes and properties	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁
b.	A home repair service for low-income and older adults that helps with repairs	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁
c.	Landscaping services for low -income and older adults	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁
d.	Affordable housing options for adults of varying income levels such as older active adult communities, assisted living and communities with shared facilities and outdoor spaces	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁
e.	Homes that are equipped with features such as a no-step entry, wider doorways, first floor bedroom and bath, grab bars in bathrooms	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁
f.	Safe low-income housing	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁



OUTDOOR SPACES AND BUILDINGS

10. How important do you think it is to have the following in the City of Santa Clara?

	Extremely important	Very important	Not Very important	Not at all important
a. Well-maintained and safe parks that are within a 10 minute walking distance of your home	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁
b. Public parks with active features such as, walking paths, outdoor sport courts, community gathering areas, comfortable benches and shade	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁
c. Sidewalks that are in good condition, free from obstructions and are safe for pedestrian use and accessible for wheelchairs or other assistive mobility devices	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁
d. Well-maintained public buildings and facilities that are accessible to people of different physical abilities	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁
e. Separate pathways for bicyclists and pedestrians	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁
f. Well-maintained public restrooms that are accessible to people of different physical abilities ...	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁
g. Neighborhood watch programs	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁

TRANSPORTATION AND STREETS

11. How do you get around for things like shopping, visiting the doctor, running errands or going to other places in the following ways?

	Yes	No
a. Drive yourself	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂
b. Have others drive you	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂
c. Walk	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂
d. Ride a bike.....	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂
e. Use public transportation	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂

- f. Take a taxi/cab/Uber/Lyft..... ☐₁ ☐₂
- g. Use a special transportation service, such as one for seniors or persons with disabilities ☐₁ ☐₂
- h. Other, please specify: _____

12. How important do you think it is to have the following in your community?

	Extremely Important	Very Important	Not Very Important	Not At All Important
a. Accessible and convenient public transportation	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁
b. Affordable public transportation	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁
c. Well-maintained public transportation vehicles	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁
d. Safe public transportation stops or areas.....	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁
e. Special transportation services for people with disabilities and older adults	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁
f. Well-maintained streets.....	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁
g. Easy to read traffic signs	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁
h. Enforced speed limits.....	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁
i. Public parking lots, spaces and areas to park	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁
j. Well-lit, safe streets and intersections for all users (pedestrians, bicyclists, drivers).....	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁
k. Audio/visual pedestrian crossings	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁
l. Driver education/refresher courses.....	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁

HEALTH, WELLNESS & NUTRITION

13. In general, when compared to most people your age, how would you rate your health?

- ☐₄ Excellent
- ☐₃ Very good
- ☐₂ Good
- ☐₁ Poor

14. On average, how often do you see a doctor?

- ☐₄ Weekly
- ☐₃ Monthly
- ☐₂ Several times a year
- ☐₁ Once a year

15. How often do you engage in some form of physical exercise (such as walking, running, biking, swimming, sports, strength training, yoga, stretching)?

- ☐₇ Everyday
- ☐₆ Several times a week, but not everyday
- ☐₅ About once a week
- ☐₄ About once every other week
- ☐₃ About once a month
- ☐₂ Less than once a month
- ☐₁ Never

16. Over the past two weeks, how often have you felt:

	Always	Often	Sometimes	Never
Sad, depressed or helpless	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Little interest or pleasure in doing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Normally enjoyable activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Anxious	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relaxed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Isolated	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

17. How often are you missing a balanced meal?

- ☐₄ Daily
- ☐₃ Weekly
- ☐₂ Monthly
- ☐₁ I'm not missing any balanced meals

18. Why are you missing balanced meals?

- ☐₆ Cost
- ☐₅ Don't know where to find free meals
- ☐₄ Too much effort
- ☐₃ Transportation
- ☐₂ Other
- ☐₁ Not Applicable

19. Have you used any of these meal services? (Check all that apply.)

- ☐₆ None
- ☐₅ Meals at senior centers or other congregate sites
- ☐₄ Meals on Wheels (home delivered meals)
- ☐₃ Religious community programs
- ☐₂ Second Harvest Food Bank/Brown Bag
- ☐₁ Other

20. In case of natural disaster, do you have a plan to survive in your home for the first three days without electric power, water or emergency assistance?

_____ Yes _____ No

21. How important is it to you to remain physically active for as long as possible?

- ☐₅ Extremely important
- ☐₄ Very important
- ☐₃ Somewhat important
- ☐₂ Not very important
- ☐₁ Not at all important

22. How important do you think it is to have the following in the City of Santa Clara?

	Extremely Important	Very Important	Not Very Important	Not At All Important
a. Health and wellness programs and classes in areas such as nutrition, weight control, diabetes management or heart disease	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁
b. Fitness activities specifically geared to older adults	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁
c. Conveniently located health and social services	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁
d. A referral service that helps seniors find and access health and supportive services	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁
e. Conveniently located emergency care centers	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁
f. In Home support services including personal care and housekeeping	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁
g. Well-trained, certified home health care providers	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁
h. Affordable home health care providers	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁
i. Health care professionals who speak different languages	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁

SOCIAL ENGAGEMENT

23. About how frequently do you interact with your friends, family or neighbors in your community? This interaction could be by phone, in person, email or social media (such as Facebook).

- ☐₈ More than once a day
- ☐₇ About once a day
- ☐₆ Several times a week
- ☐₅ Once a week
- ☐₄ Once every 2 or 3 weeks
- ☐₃ Once a month
- ☐₂ Less than monthly
- ☐₁ Never

24. How important do you think it is to have the following in Santa Clara?

	Extremely Important	Very Important	Not Very Important	Not At All Important
a. Conveniently located entertainment venue	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
b. Activities specifically geared to older adults.....	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
c. Activities that offer senior discounts	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
d. Activities that are affordable to all residents.....	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
e. Activities involving young <i>and</i> older people	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
f. Accurate and widely publicized information about social activities.....	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
g. A variety of cultural activities for diverse populations	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
h. Local schools that involve older adults in events and activities.....	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
i. Continuing education classes	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
j. Social clubs such as for books, gardening, crafts or hobbies	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1

VOLUNTEERING AND CIVIC ENGAGEMENT

25. How important do you think it is to have the following in your community?

	Extremely Important	Very Important	Not Very Important	Not At All Important
a. A choice of volunteer activities	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
b. Volunteer training opportunities to help you perform better in your volunteer roles	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
c. Opportunities for you to participate in decision making bodies such as community councils or committees	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
d. Easy to find information about local volunteer opportunities	<input type="checkbox"/> 5	<input type="checkbox"/> 4	<input type="checkbox"/> 2	<input type="checkbox"/> 1
e. Transportation to and from volunteer activities.....	<input type="checkbox"/> 5	<input type="checkbox"/> 4	<input type="checkbox"/> 2	<input type="checkbox"/> 1

ECONOMICS & EMPLOYEMENT

26. Which of the following best describes your current employment status?

- ☐₇ Self-employed, part-time
- ☐₆ Self-employed, full-time
- ☐₅ Employed, part-time
- ☐₄ Employed, full-time
- ☐₃ Unemployed, but looking for work
- ☐₂ Retired, not working at all
- ☐₁ Not in labor force for other reasons

27. How likely is it that you will continue to work for as long as possible, rather than choosing to retire and no longer work for pay?

- ☐₅ Extremely likely
- ☐₄ Very likely
- ☐₃ Somewhat likely
- ☐₂ Not very likely
- ☐₁ Not sure

MARKETING, COMMUNICATION & INFORMATION

28. Would you turn to the following resources if you, a family member or friend needed information about services for older adults, such as caregiving services, home delivered meals, home repair, medical transport or social activities?

	Yes	No
a. Santa Clara Senior Center	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂
b. Local Area Agency on Aging (AAA).....	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂
c. Family or Friends.....	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂
d. Local nonprofit organizations	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂

	Yes	No
f. Faith-based organizations such as churches, mosques, temples or synagogues	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂
g. Internet.....	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂
h. Phone book or 211.....	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂
i. Your doctor or other health care professional	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂
j. County government offices such as the Department of Health	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂
k. Library.....	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂

29. How important do you think it is to have the following in the City of Santa Clara?

	Extremely Important	Very Important	Not Very Important	Not At All Important
a. Access to community information in one central source	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁
b. Clearly displayed printed community information with large lettering	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁
c. An automated community information source that is easy to understand like a toll-free telephone number ...	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁
d. Free access to computers and the Internet in public places such as the senior center, library or government buildings.....	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁
e. Community information that is delivered in person to people who may not be able to leave their home	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁
f. Community information that is available in a number of different languages.....	<input type="checkbox"/> ₄	<input type="checkbox"/> ₃	<input type="checkbox"/> ₂	<input type="checkbox"/> ₁

SANTA CLARA SENIOR CENTER

30. Do you use the Santa Clara Senior Center?

_____ Yes

_____ No

31. If no, what prevents you from using the Senior Center? (Please check all that apply.)

- ☐₁ Don't know what is offered
- ☐₂ Hours of operation don't meet my needs
- ☐₃ I don't identify with the name "Senior Center"
- ☐₄ Not Interested
- ☐₅ Transportation

Other: _____

ABOUT YOU

D1. Are you male or female?

- ☐₁ Male
- ☐₂ Female

D2. What is your age group did you fall into on your last birthday?

- ☐₁ 50-59 years old
- ☐₂ 60-69 years old
- ☐₃ 70-79 years old
- ☐₄ 80+

D3. What is your current marital status?

- ☐₁ Married
- ☐₂ Not married, living with partner
- ☐₃ Separated
- ☐₄ Divorced
- ☐₅ Widowed
- ☐₆ Never married

D4. Besides yourself, do you have any of the following people living in your household?

	Yes	No
a. Child/children under 18	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂
b. Child/children 18 or older	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂
c. Child/children away at college	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂
d. Parents	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂
e. Other adult relative or friend 18 or older	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂

D5. Do you have any of the following kinds of health care coverage?

	Yes	No	Not Sure
a. Insurance through a current or former employer of yours or your spouse ...	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂	<input type="checkbox"/> ₀
b. Insurance purchased directly from an insurance company (not through an employer)	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂	<input type="checkbox"/> ₀
c. Medicare (for people 65 and older or people with certain health disabilities)	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂	<input type="checkbox"/> ₀
d. Medi-Cal (Medicaid) or any kind of government assistance plan for those with low incomes or a disability.....	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂	<input type="checkbox"/> ₀
e. Veterans Administration or other military health care	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂	<input type="checkbox"/> ₀
f. Any other insurance coverage	<input type="checkbox"/> ₁	<input type="checkbox"/> ₂	<input type="checkbox"/> ₀

D6. Does any disability, handicap, or chronic disease keep you and/or your spouse or partner from fully participating in work, school, housework or other activities? [CHECK ONLY ONE]

- ☐₁ Yes, myself
- ☐₂ Yes, my spouse or partner
- ☐₃ Yes, both me and my spouse or partner
- ☐₄ No

D7. What best represents the language you speak at home?

- ☐₁ English
- ☐₂ Spanish

- ☐_3 Mandarin
- ☐_4 Cantonese
- ☐_5 Vietnamese
- ☐_6 Portuguese
- ☐_6 Hindi
- ☐_7 Other

D8. What is your race and/or ethnicity? [CHECK ALL THAT APPLY]

- ☐_1 White or Caucasian
- ☐_2 Black or African American
- ☐_3 American Indian or Alaska Native
- ☐_4 Asian
- ☐_5 Native Hawaiian or other Pacific Islander
- ☐_6 Other, please specify: _____

D9. What is the highest level of education you have completed?

- ☐_1 K-12th grade (no diploma)
- ☐_2 High school graduate, GED or equivalent
- ☐_3 Post-high school education/training (no degree)
- ☐_4 2-year college degree
- ☐_5 4-year college degree
- ☐_6 Post-graduate study (no degree)
- ☐_7 Graduate or professional degree(s)

D10. In general, how often do you access the Internet for email, news and information, paying bills or managing finances or buying products or services?

- ☐_1 Several times a day
- ☐_5 Once every few weeks

- ☐₂ About once a day ☐₆ Once a month or less
- ☐₃ 3-6 days a week ☐₇ Never go online
- ☐₄ 1-2 days a week

D11. What was your annual household income before taxes in the most recent tax year?

1 person house	2-person house	3-person house	4-person house
<input type="checkbox"/> ₁ 0 - \$25,100	<input type="checkbox"/> ₁ 0 - \$28,650	<input type="checkbox"/> ₁ 0 - \$32,250	<input type="checkbox"/> ₁ 0-\$35,800
<input type="checkbox"/> ₂ \$25,101-\$41,799	<input type="checkbox"/> ₂ \$28,651-\$47,800	<input type="checkbox"/> ₂ \$32,251-\$53,750	<input type="checkbox"/> ₂ \$35,801-\$59,700
<input type="checkbox"/> ₃ \$41,800 - \$59,350	<input type="checkbox"/> ₃ \$47,801-\$67,800	<input type="checkbox"/> ₃ \$53,751-\$73,300	<input type="checkbox"/> ₃ \$59,701-\$84,750
<input type="checkbox"/> ₄ \$59,351-\$73,900	<input type="checkbox"/> ₄ \$67,801-\$84,400	<input type="checkbox"/> ₄ \$76,301-\$95,000	<input type="checkbox"/> ₄ \$84,751-\$105,500
<input type="checkbox"/> ₅ Over \$73,901	<input type="checkbox"/> ₅ Over \$84,401	<input type="checkbox"/> ₅ Over \$95,001	<input type="checkbox"/> ₅ Over \$105,501

☐ There are more than four people in my household

D12. Please use the space below for any additional comments.

Thank you very much for completing this survey.

Your assistance in providing this information is greatly appreciated.

Appendix B: References

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- ⁱ *Roadmap to Livability: Strategies and Solutions that Make a Community Great for People of All Ages*. AARP Real Possibilities, 2018.
- ⁱⁱ 2011-2015 American Community Survey 5-Year Estimates, <https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=CF>
- ⁱⁱⁱ *UCLA Center for Health Policy Records, UCLA Fielding School of Public Health, Interactive Dashboard for Santa Clara County, 2015*. <http://healthpolicy.ucla.edu/programs/health-disparities/elder-health/elder-index-data/Pages/CostOfLiving.aspx>
- ^{iv} *UCLA Center for Health Policy Records, UCLA Fielding School of Public Health, Interactive Dashboard for Santa Clara County, 2015*. <http://healthpolicy.ucla.edu/programs/health-disparities/elder-health/Pages/eidd.aspx>
- ^v *The 8 Domains of Livability: An Introduction*. AARP Real Possibilities. Retrieved from <https://www.aarp.org/livable-communities/network-age-friendly-communities/info-2016/8-domains-of-livability-introduction.html> on March 7, 2018.
- ^{vi} *Global Age-friendly Cities: A Guide*. World Health Organization, 2007.
- ^{vii} *AARP Livability Index*. AARP Real Possibilities. Retrieved from <https://livabilityindex.aarp.org/categories/opportunity> on March 9, 2018.
- ^{viii} *Roadmap to Livability: Strategies and Solutions that Make a Community Great for People of All Ages*. AARP Real Possibilities, 2018.
- ^{ix} *Global Age-friendly Cities: A Guide*. World Health Organization, 2007.
- ^x *AARP Livability Index*. AARP Real Possibilities. Retrieved from <https://livabilityindex.aarp.org/categories/transportation> on March 7, 2018.
- ^{xi} *Global Age-friendly Cities: A Guide*. World Health Organization, 2007.
- ^{xii} Natalie Turner. *Age-Friendly: The 2014 World Tour*. AARP Livable Communities, AARP International.
- ^{xiii} *AARP Livability Index*. AARP Real Possibilities. Retrieved from <https://livabilityindex.aarp.org/categories/transportation> on March 7, 2018.
- ^{xiv} *Global Age-friendly Cities: A Guide*. World Health Organization, 2007.
- ^{xv} *AARP Livability Index*. AARP Real Possibilities. Retrieved from <https://livabilityindex.aarp.org/categories/health> on May 23, 2018.
- ^{xvi} Liz Seegert. *Social isolation, loneliness negatively affect health for seniors*. Association of Healthcare Journalists, March 16, 2017. Retrieved from <https://healthjournalism.org/blog/2017/03/social-isolation-loneliness-negatively-affect-health-for-seniors/> on March 12, 2018.
- ^{xvii} *Global Age-friendly Cities: A Guide*. World Health Organization, 2007.
- ^{xviii} *AARP Livability Index*. AARP Real Possibilities. Retrieved from <https://livabilityindex.aarp.org/categories/transportation> on March 7, 2018.
- ^{xix} *The 8 Domains of Livability: An Introduction*. AARP Real Possibilities. Retrieved from <https://www.aarp.org/livable-communities/network-age-friendly-communities/info-2016/8-domains-of-livability-introduction.html> on March 7, 2018.
- ^{xx} *Global Age-friendly Cities: A Guide*. World Health Organization, 2007.
- ^{xxi} *UCLA Center for Health Policy Records, UCLA Fielding School of Public Health, Interactive Dashboard for Santa Clara County, 2015*. <http://healthpolicy.ucla.edu/programs/health-disparities/elder-health/elder-index-data/Pages/CostOfLiving.aspx>
- ^{xxii} <https://siliconvalleyathome.org/resource-map/jobs-and-housing/>
- ^{xxiii} <https://www.aarp.org/livable-communities/network-age-friendly-communities/>



Agenda Report

19-615

Agenda Date: 7/9/2019

REPORT TO COUNCIL

SUBJECT

Action on an Agreement with CSG Consultants, Inc. for Engineering Design Services for Pavement Maintenance and Rehabilitation Projects

BACKGROUND

The Department of Public Works oversees the City's Annual Pavement Maintenance and Rehabilitation Program. Under this program, the pavement conditions of the City's street network are inspected and streets are prioritized annually to receive preventative maintenance and rehabilitation treatments based upon the funding available. The pavement maintenance and rehabilitation work is annually bid as public works construction contracts. The City's annual pavement maintenance and rehabilitation work typically involves slurry seals, patching, cape seals, and asphalt overlays, including the ancillary work of ADA curb ramps and traffic striping.

In order to prepare the pavement maintenance and rehabilitation contracts for public bidding in 2020 and subsequent years, the City will need to retain a design consultant to provide engineering design services. The proposed 2020 and subsequent year pavement projects are greater in size and scope than recent past pavement projects due to increased revenues received from the Measure B Local Streets and Roads Program and Senate Bill 1 Road Repair and Accountability Act, and design consultant services are proposed in order to prepare the bidding documents in an efficient and timely manner.

DISCUSSION

A formal Request for Proposal process was utilized to solicit proposals from consultants to provide the requested services. Three consultant firms submitted proposals. Proposals were evaluated and ranked, and interviews were held with the two highest ranking firms. The firms were evaluated based on a number of factors including qualifications of the firm, qualifications and availability of key staff, project approach, and project schedule and completion date. Following the evaluation and interview process, CSG Consultants, Inc. was the highest ranked proposer. There are several factors that contributed to CSG's emergence as the highest ranked proposer. CSG demonstrated an experience of successfully performing similar services for nearby public agencies, and also committed experienced and highly qualified key staff to this project. CSG also proposed a project approach that would maximize the cost-effectiveness of the pavement maintenance and rehabilitation work to be completed under the project.

The proposed agreement attached to this report includes a refined scope of services based upon negotiations and the understanding of the work to be performed. The scope of services generally includes: project management, preliminary engineering and evaluation, permitting, construction documents, bidding support, construction support, and project close-out. The agreement includes an initial term to provide engineering design services in support of one or more pavement maintenance

and rehabilitation contracts to be constructed in 2020, with right to exercise two additional one-year extension options after the initial term to provide services for pavement maintenance and rehabilitation contracts to be constructed in 2021 and 2022.

Staff recommends entering into the Agreement for Design Professional Services with CSG for Pavement Maintenance and Rehabilitation Projects. Approval of this agreement will provide the design professional services necessary to prepare construction documents to maintain the City's street infrastructure.

ENVIRONMENTAL REVIEW

This action is for design professional services and the action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") Guidelines section 15378 as the action being considered does not commit the City to undertake the project and future discretionary approvals are required by the City to approve the project for construction. The pavement maintenance work being considered under the agreement will be evaluated in accordance with CEQA as part of the project development process prior to approval for construction. It is expected that the CEQA determination for pavement maintenance will be a categorical exemption pursuant to CEQA Guidelines section 15301 "Existing Facilities" as the activity consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities mechanical equipment or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

FISCAL IMPACT

The initial term of the proposed agreement is for a total not-to-exceed amount of \$694,290. This amount includes \$631,170 for basic services, and \$63,120 for additional services. Funds for the initial term of the agreement are available in the Capital Improvement Program budget in the Annual Street Maintenance and Rehabilitation Program project.

The first contract extension option (option 1) of the proposed agreement is for a total not-to-exceed amount of \$643,500. This amount includes \$585,000 for basic services, and \$58,500 for additional services. The second contract extension option (option 2) of the proposed agreement is for a total not-to-exceed amount of \$663,300. This amount includes \$603,000 for basic services, and \$60,300 for additional services. Funding for both contract options are subject to future budget appropriations and will be considered as part of future year's budget development 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. Approve and authorize the City Manager to execute an agreement with CSG Consultants, Inc. for Engineering Design Services for Pavement Maintenance and Rehabilitation Projects for an initial two-year term ending March 31, 2021 in the amount not-to-exceed \$694,290 for services required for pavement maintenance and rehabilitation contracts to be constructed in 2020;
2. Approve and authorize the City Manager to execute two additional contract extension options to extend the term of the agreement to provide services for future 2021 and 2022 pavement maintenance and rehabilitation contracts in the amount of \$643,500 for the first extension option, and \$663,300 for the second extension option, subject to the annual appropriation of funds; and
3. Authorize the City Manager to make minor, non-substantive modifications to the agreement, if needed.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Agreement with CSG Consultants, Inc.

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
CSG CONSULTANTS, INC.
FOR
PAVEMENT MAINTENANCE AND REHABILITATION PROJECTS**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and CSG Consultants, Inc. (CSG), a California corporation (Consultant). City and Consultant 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 design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;
- C. Consultant represents that it, and its subconsultants, 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,
- D. 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 Consultant 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 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

2.1 Initial Term

The initial term of the Agreement shall be to address the pavement maintenance and rehabilitation contracts planned to be completed in 2020. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the Initial Term of this Agreement shall begin on July 9, 2019 and terminate on March 31, 2021 (“Initial Term”).

2.2 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 two (2) additional one-year terms through March 31, 2023 (“Option Periods”) to address future planned pavement maintenance and rehabilitation contracts in 2021 and 2022. City shall provide Consultant with no less than thirty (30) days prior written notice of its intention to exercise its option to extend the term of this Agreement. See Exhibit E for Notice of Exercise of Option to Extend Agreement Form.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

- A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Consultant shall be approved and signed by an appropriate qualified licensed professional in the State of California.
- B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. WARRANTY

Consultant 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. Consultant 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 Consultant. If Consultant fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

Consultant 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 Consultant's representations regarding its skills and knowledge. Consultant 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 Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is six hundred ninety four thousand two hundred eighty seven dollars (\$694,287) for the Initial Term, six hundred forty three thousand five hundred dollars (\$643,500) for the first Option Period, and six hundred sixty three thousand three hundred dollars (\$663,300) for the second Option Period, for a total maximum compensation of the Agreement of two million one thousand eighty seven dollars (\$2,001,087), 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 Consultant's expense. Consultant 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 Consultant.
- B. Termination for Default. If Consultant 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 Consultant.

- 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, Consultant will deliver to City all City information or material that Consultant has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Consultant 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. Consultant shall not hire subcontractors without express written permission from City.

Consultant 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 Consultant 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 CONSULTANT

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Consultant 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 Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant 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 Consultant which is otherwise known to Consultant 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 Consultant 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, Consultant 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 CONSULTANT

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 Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant 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. Consultant 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.

Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Consultant 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, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subcontractors, or agents in the performance, or non-performance, of Services under this Agreement.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Consultant 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: Department of Public Works
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at engineering@santaclaraca.gov

And to Consultant addressed as follows:

CSG Consultants, Inc.
Attention: Michael Fisher, Project Manager
3150 Almaden Expressway, Suite 255
San Jose, CA 95118
and by e-mail at michaelf@csgengr.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

Consultant 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, Consultant'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 Consultant has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant 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. Consultant will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Consultant 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

Consultant 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.

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: _____

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"CITY"

CSG CONSULTANTS, INC.
a California corporation/

Dated: 06-20-19
By (Signature): _____
Name: Cyrus Kianpour
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"CONSULTANT"

EXHIBIT A

SCOPE OF SERVICES

I. OBJECTIVE

The City of Santa Clara (CITY) desires to engage CONSULTANT to provide engineering design services to prepare bid documents (plans, specifications, and engineer's estimate or PS&E) for public works bidding of pavement maintenance and rehabilitation contracts to support the City's Annual Pavement Maintenance and Rehabilitation Program.

II. GENERAL

This Scope of Services is based upon CONSULTANT's proposal dated April 8, 2019, and subsequent discussions between CITY and CONSULTANT that amended the CONSULTANT's proposal in order to meet the project objective as mutually agreed by CITY and CONSULTANT. This scope of services shall be regarded as an amendment to the CONSULTANT's proposal dated April 8, 2019. CONSULTANT and CITY agree that this Scope of Services incorporates CONSULTANT'S professional qualifications and experience and will meet the CITY's objectives.

Baseline Solution

For the purposes of this Scope of Services, CITY anticipates that CONSULTANT will need to prepare construction bid documents for pavement maintenance and rehabilitation contracts to be constructed in 2020 with a total project budget of approximately \$7.0 million, all inclusive of design consultant costs, construction costs, and City administrative costs.

A draft list of streets and map to be maintained under the 2020 project with their assumed pavement treatments was attached to the Request for Proposals and is incorporated into this Agreement by reference. The draft list of streets is based upon costs and recommended treatments derived from Streetsaver. The final list of specific streets and their respective treatments to be maintained and rehabilitated in 2020 will be further refined and determined through the course of services dependent upon preliminary engineering and cost estimates prepared by CONSULTANT during the Preliminary Engineering and Evaluation task to ensure the projects remain within the established budget. Therefore, the CITY reserves the right to change the list of streets through the course of services.

Dependent upon the final streets selected for treatment and the treatment types, CONSULTANT may need to prepare up to two (2) separate and complete construction document packages based upon the type of treatment work involved.

For example, one (1) contract may be for sealing type work and one (1) contract may be for paving type work.

The construction document packages and the draft list of streets with assumed pavement treatments listed above to be maintained and rehabilitated under the 2020 project represent a baseline solution provided in this Scope of Services as a guideline to develop the Scope of Services and Schedule of Fees for the project.

CITY expects CONSULTANT to evaluate streets and alternative treatments in the Preliminary Engineering and Evaluation Task which will determine the final street list, street treatments, contract packaging approach, and number of construction bid document packages.

Any deviations from the baseline solution results in the need to prepare other than the assumed two (2) construction document packages, or streets other than listed in the draft list of streets, or pavement treatments significantly different than originally assumed, changes to the Scope of Services and Schedule of Fees shall be addressed by CITY and CONSULTANT prior to commencing to the Construction Documents Task. Changes to the Scope of Services and Schedule of Fees will be permitted only in writing by an Additional Services Authorization and only to either add or delete Scope and Fee based upon the findings of the Preliminary Engineering and Evaluation Task.

Project Team

CONSULTANT shall provide the services described herein through a project team, comprised of CONSULTANT and subconsultants as identified as follows:

- Quiet River Land Services, Inc. Surveying
- Smith-Emery Pavement Investigation

Subconsultants to Smith-Emery:

- Pavement Engineering Inc. Deflection Testing

Any changes to the project team through the course of the services shall be approved in writing by CITY.

III. BACKGROUND

The City manages a Pavement Maintenance and Rehabilitation Program and annually issues bids for construction contracts to perform pavement maintenance and rehabilitation work in the summer of each year. The City utilizes Streetsaver pavement management software to manage the street inventory and pavement conditions, and to assist in selecting the streets to be maintained and rehabilitated each year. The current Pavement Condition Index (PCI) of the City's streets is 75

(as of February 2019). The City's pavement maintenance and rehabilitation construction contracts typically involve slurry seals, patching, cape seals, and asphalt overlays, including the ancillary work of ADA curb ramps and pavement delineation.

IV. RESPONSIBILITIES OF CITY

CITY will provide the following information regarding the project as-available:

- Record drawings (as-available)
- Information from City's Streetsaver pavement management system
- CITY's Standard Details, Specifications, Benchmark, and Design Criteria
- Storm Drain (SD), Sanitary Sewer (SS), Electric, Water and Recycled Water Block Book Maps (as-available)
- Geographic Information System (GIS) data including land parcels, street centerlines, City sanitary sewers, City storm drains, City water lines, City electric utilities, and aerial photographic tiles
- Payment of permit application fees, if required

V. BASIC SCOPE OF SERVICES

The Basic Scope of Services includes all professional services required to prepare bid documents (plans, specifications, and engineer's estimate or PS&E) for public works bidding of pavement maintenance and rehabilitation contracts to support the City's Pavement Street Maintenance and Rehabilitation Program.

1. TASK 1: PROJECT MANAGEMENT

CONSULTANT shall:

- 1.1 Manage its team and overall project activities consistent with the direction from CITY in order to meet the project schedule and budget.
- 1.2 Coordinate with CITY, design team members, consultants, utility companies, other government agencies, and other affected parties as required throughout the duration of the project.
- 1.3 Prepare, monitor, and update progress schedule in MS Project format beginning at the kickoff meeting and ending at contract award for the last construction package. Schedule shall show significant milestones for the project. CONSULTANT shall notify CITY if there are delays in any phase of the project. In such cases, CONSULTANT shall make up the schedule in subsequent phases of the project or provide information to CITY substantiating a time extension. The schedule shall be maintained at all times and shall be updated each time progress and milestones are changed.

- 1.4 Meetings: Meetings shall be budgeted for and invoiced under each respective Task or activity requiring a meeting and not as project management. Preparation for meetings shall be considered as included in the Task or activity for which the meeting is involved. A kick-off meeting shall be conducted with designated CITY staff prior to beginning work to review anticipated Tasks and schedule, review available information and needs, and address any outstanding questions regarding the project moving forward raised by CITY or CONSULTANT. During the course of Services while there is active work on the PROJECT, CONSULTANT shall schedule and attend brief bi-weekly (every other week) conference calls with CITY. The purpose of the bi-weekly conference calls will be to keep CITY apprised on the PROJECT's progress and address any issues that may arise during the course of Services.
- 1.5 Provide monthly progress reports.
- 1.6 Stakeholder Coordination: CONSULTANT shall coordinate with project stakeholders as needed to inform each stakeholder of the project work and incorporate any necessary accommodations into the construction documents.
- 1.7 Invoicing and Contract Administration: CONSULTANT administrative staff time spent preparing invoices for Services complete shall be considered as included in the overhead of the CONSULTANT's basic hourly rates and shall not be billed. Additionally, addressing administrative issues regarding the professional services agreement, such as preparing additional services requests or budget modifications, shall also be considered as included in the overhead of the CONSULTANT's basic hourly rates and shall not be billed.
- 1.8 Only the designated Project Manager or approved delegates performing project management duties shall charge time to Task 1 Project Management. CONSULTANT's technical staff working on other tasks for the project shall not charge to the project management task. Additionally, if the Project Manager is performing technical work related to other tasks, time spent on those tasks shall be charged to the task and not to project management.

Deliverables:

1. Progress schedules in MS Project format (submitted electronically as an 11" x 17" pdf file and in native MS Project format).
2. QA Program guidelines and QC reports for each Task (1 hard copy).
3. Meeting agendas, preparation materials, and meeting minutes for each project meeting.

4. Monthly progress reports and invoices (1 hard copy).

2. TASK 2: PRELIMINARY ENGINEERING AND EVALUATION

2.1. Data Collection & Field Review

CONSULTANT shall collect as-built record drawing information for the streets as necessary for subsequent project design. CONSULTANT shall review the information provided by CITY to verify completeness and identify any missing information that is necessary for design. For information that is required for non-CITY maintained facilities, CONSULTANT shall contact the appropriate owner to obtain information, as needed.

CONSULTANT shall perform a field review of the streets proposed for maintenance and rehabilitation to evaluate and document existing conditions and shall prepare field notes that generally describe conditions that may affect the work, such as pavement condition, visible surface utility information, traffic conditions, physical obstructions, and constructability.

CONSULTANT shall review existing curb ramps along the proposed streets and determine if they need to be replaced per ADA requirements based upon the street maintenance treatment involved. Detailed design of the replacement ADA curb ramps will be prepared by CONSULTANT in a subsequent task.

On streets anticipated to receive pavement resurfacing, CONSULTANT shall identify areas of deficient concrete curb and gutter that is readily apparent based on visual observation that may result in impacts to the pavement such as poor storm water drainage or uplift due to tree roots. Design of corrections for these deficiencies shall not be considered as included in the base Scope of Services, but may be authorized as an Optional Task in subsequent work.

CITY maintains a list of known utility operators in CITY. CONSULTANT shall prepare a Notice of Intent to Construct (NOI) on CITY's standard NOI form and submit it to the known utility operators in order to gather records for existing utilities for each street. Location map exhibits will be required to be submitted as part of the NOI. CONSULTANT shall provide CITY a draft copy the NOI prior to sending it to the utility, maintain log of all NOI sent and received, and provide CITY all information received from the NOI. The purpose of the collection of utility information is to identify ownership of surface features that will be impacted by the work, and also to identify if there are any high-risk utilities within the project limits that may be impacted by the work.

2.2. Treatment Selection, Preliminary Cost Estimating, Refinement of Street Selection, Project Packaging

Based upon existing conditions, data collected, and field review, CONSULTANT shall propose recommended treatments for each street identified for the project and prepare preliminary cost estimates. As part of this task, CONSULTANT shall also evaluate and recommend alternatives for treatment for CITY's consideration, such as recommending treatments with a lower initial cost but shorter service life versus treatments at a higher initial cost but with a longer service life, etc.

The preliminary estimate shall account for all major work items that contribute to the cost. The purpose of the preliminary cost estimates is to ensure the project remains within budget and whether or not streets need to be added or removed from the project to remain within the established project budget. Based upon the cost estimates, the street list shall be finalized at this stage.

For the purposes of preliminary estimating, CONSULTANT may assume asphalt digout quantities based on an informed estimate (percentage) that is generally informed through CONSULTANT's field review. Detailed marking and quantity calculations for asphalt digouts will occur in a subsequent task.

Based upon the recommended street treatments and cost estimates, CONSULTANT shall evaluate and propose recommendations for programming the streets into construction bid packages in order to perform the work as cost effectively and efficiently as possible, i.e. a separate sealing contract and a separate paving contract, or a combined contract, etc. The project packaging shall be finalized upon completion of this task before proceeding to subsequent tasks.

2.3. Base Mapping (35% Design)

CITY will provide geographic information system (GIS) data to CONSULTANT. The GIS data is limited to street centerlines, edge of pavement, land parcels, City storm drains, City water lines, City sanitary sewer lines, City electric utilities, and aerial photographic tiles. It is noted that the GIS data is approximate.

CONSULTANT shall prepare base maps for use in exhibits and contract drawings. Based upon the nature of the work, it is anticipated that base maps based upon GIS information and aerial photos will be sufficient to adequately present the work in the contract drawings, and base maps prepared from field survey and topographic information is not required.

Base maps shall be prepared in AutoCAD format and these drawings will be used for subsequent design and construction document preparation. CITY's preferred base drawing format is 22" x 34" sized sheets at a legible scale. Regardless of the number of sheets and sizes of sheets, all base maps required

for the Project shall be considered as included in the Basic Scope of Services. Requests for Additional Services related to the size and number of sheets required to bid the project will not be considered.

Base maps shall only be prepared upon finalization of the street treatment list to ensure maps are not prepared for streets that will not be included in the project.

The preparation of the base maps shall be considered as the 35% design of the project.

2.4. Topographic Survey

CONSULTANT shall perform topographic survey to support the design of the curb ramps. Topographic surveying will be performed by the CONSULTANT's subconsultant, Quiet River Land Services, Inc.

Quiet River Land Services, Inc. will set horizontal and vertical control based on City's horizontal control survey. The elevation will be based on City's benchmarks.

The topographic field survey and map project will include: establishing a GPS Derived project Benchmark, the setting of at least two semi-permanent control points at or near the curb ramp areas. The survey will include the location of curb/gutter/lip, limits and features of the existing concrete ramps and the connecting sidewalks, ground features and grade breaks; AC/roadway features along conform lines in the street and at sidewalk locations down the returns; lane and crosswalk striping, catch basin w/ invert elevations (as possible), visible pertinent utilities found within the survey limits of the ramp sites to include manholes, water valves, hydrants, meters; signs; poles, anchors, streetlights and other pertinent improvements at and around the subject curb ramps.

A total of 108 curb ramps are assumed for the topographic surveying. The Schedule of Fees also assumes an allowance of three (3) days of two-person survey crew for additional limited survey work of other miscellaneous existing street conditions in addition to the 108 curb ramps.

The following items are specifically excluded from the Basic Scope of Services:

- City Survey Monuments
- Monument Wells
- Filing of Corner Records
- Property/boundary/Right-of-way determinations

2.5. Preliminary Engineering Memorandum (Treatment Recommendations, Cost Estimates, and Construction Project Packaging)

CONSULTANT shall document the findings under this Task as a brief memorandum for CITY's review and approval. CONSULTANT shall meet with CITY to review the results of the memorandum and anticipate up to two (2) rounds of CITY comments and revisions to the memorandum provided that the CONSULTANT incorporates the comments and revisions as appropriate for each round of revision.

The memorandum shall be simple and brief with the purpose of documenting the final street list, estimated costs, treatments, and construction document packaging for subsequent Tasks.

CITY anticipates that crack sealing to be performed prior to slurry seals will be performed by CITY forces in advance of construction. In order to ensure CITY forces have adequate time to perform the crack sealing, at this point in the project the slurry seal treatment list of streets shall be finalized and provided to CITY.

Deliverables:

1. Notice of Intent to Construct (NOI) forms, tracking log, and information received
2. Base Maps (PDF)
3. Field Survey Data
4. Preliminary Engineering Memorandum (as a single complete PDF)
5. Street List for streets to be slurry sealed.

3. TASK 3: PERMITTING

CONSULTANT shall be responsible for obtaining required permits necessary to bid and construct the project. CITY will pay permit fees per Section IV., Responsibilities of City, of this Scope of Services. CONSULTANT shall provide each permitting agency with a project description including the appropriate project plans along with the permitting applications and any necessary supporting documentation. CONSULTANT shall submit the permitting package to CITY for signature and CONSULTANT shall submit to the permitting agencies.

CONSULTANT shall respond in writing to all questions and comments raised by the permitting agencies. Copies of comments and/or questions received and draft responses shall be submitted to CITY for approval prior to submittal to the agencies. Final permit requirements shall be incorporated into the project's contract documents.

The following is a list of potential permits that may be required for the project. If additional permits are required or if additional agencies are identified other than those on the list below, they shall be considered included as part of the Basic Scope of Services and not as Additional Services.

- Santa Clara County Department of Roads and Airports (Encroachment Permit)
- Valley Transportation Authority (Encroachment Permit)
- City of San Jose (Encroachment Permit)
- Caltrans (Encroachment Permit)

For permits that are required to be obtained by CITY's construction contractor after contract award, CONSULTANT shall coordinate and make necessary arrangements with the permitting agency during design to ensure the project will be permitted when CITY's construction contractor applies for the permit.

Permits shall be submitted at the appropriate time in accordance within the project schedule to ensure permits are issued and final to be incorporated into the construction documents prior to bid.

Deliverables:

1. Permit application packages with all necessary supporting documentation.
2. Final permits.

4. TASK 4: CONSTRUCTION DOCUMENTS (65%, 95%, 100%, and FINAL BID SET SUBMITTALS)

Upon CITY's approval of the Preliminary Engineering Memorandum in Task 2 that defines the street treatment approach and construction document packaging for the project, CONSULTANT shall prepare biddable and constructible construction contract documents. The subtasks outlined below shall be required for each construction package to be prepared as identified in the preliminary engineering memorandum.

If changes in the Scope of Services or Schedule of Fees under this Task are required due to changes in the baseline solution identified during Task 2, changes shall be proposed by CONSULTANT and approved in writing by CITY prior to commencement of this Task.

CITY's typical pavement maintenance and rehabilitation project plans are prepared on cut sheets showing each street, and are considered moderately detailed in showing typical cross sections, notes, pavement treatments, surface utilities (e.g. Manholes), survey monuments, asphalt digouts, traffic signal loops, ADA curb ramps, necessary construction details, pavement delineation, and sign plans.

CONSULTANT shall conduct QC reviews in accordance with its QA Program guidelines. CONSULTANT shall provide a copy of its QA Program guidelines. Time spent for QA-QC reviews for specific deliverables shall be budgeted and billed under each respective task requiring QA-QC review.

Deliverables will be reviewed for:

- Conformance to approved formats, criteria, specifications, & professional standards of practice.
- Adequacy, clarity, ease of interpretation
- Constructability
- Compatibility of design discipline interfaces
- Errors and discrepancies
- Coordination with related designs and project elements
- Integration of design disciplines
- Incorporation of design changes
- Conformance to required environmental mitigation

4.1. 65% Construction Documents Package

CONSULTANT shall perform engineering and design activities to develop a 65% level of completion construction documents. A 65% level of completion is considered as a plans, specifications, and estimate submittal that is generally complete including all major work items and necessary details that is sufficient to allow thorough and complete review. Review of the 65% submittal will identify and raise potential issues for resolution in subsequent submittals.

Subsequent submittals shall provide opportunities to further refine the contract documents.

4.1.1. Construction Documents

The 65% construction documents submittal shall follow the guidelines of the most current City Design Criteria and Standard Details and shall include Plans, Specifications, Engineer's Cost Estimate, and Probable Project Construction Schedule, in accordance with the following:

- The Plans shall be complete and show property lines (based on GIS), existing high-risk utilities impacted by the work, and major construction features. At isolated locations where right-of way ownership is not clear or complex based on the GIS (such as at corner curb ramp locations), CONSULTANT shall acquire CITY's right-of-way records and show accurate right-of-way for these isolated locations.
- ADA Curb Ramps: CONSULTANT shall provide detailed design of replacement ADA curb ramps. The detailed design should show the type

of ramp to be installed, elevations, design slopes, and any pavement reconstruction required to meet ADA requirements. CONSULTANT shall open existing utility boxes that may need to be adjusted to accommodate the curb ramp to verify that adjustment is feasible.

- Asphalt Digouts: CONSULTANT shall perform field work to mark asphalt dig out locations on streets in the field. CONSULTANT shall subsequently record the locations by any necessary means such that they can accurately be reflected on the project plans and re-established from the plans to the field during construction. CONSULTANT shall consider constructability while marking digouts. It is expected that the CONSULTANT's asphalt digout markings made during design for design purposes will remain on the pavement surface and will be refreshed prior to construction based on the contract plans. Refreshing the markings prior to construction will be performed by CITY based upon the existing markings and the project plans. CITY and CONSULTANT shall conduct a field meeting with appropriate staff to discuss and agree on the approach to digout markings prior to performing the marking.
- Pavement Delineation Plans (Complete Streets/Bicycle Masterplan): CONSULTANT shall coordinate with CITY's traffic engineering division to prepare pavement delineation plans based upon complete streets requirements and the CITY's bicycle masterplan. The proposed project striping is subject to change from the existing striping.
- Sign Plans (Complete Streets/Bicycle Masterplan): CONSULTANT shall coordinate with CITY's traffic engineering division to prepare sign plans based upon complete streets requirements and the CITY's bicycle masterplan. It is anticipated the sign modifications will be required for streets with added or changed bicycle facilities, and CONSULTANT shall be responsible for preparing the associated sign plans with oversight by CITY's traffic engineering division provided through review of milestone submittals.
- CITY BPAC Review: Per the CITY's complete streets policy, the project is required to undergo a review by the CITY's Bicycle and Pedestrian Advisory Committee (BPAC). CONSULTANT shall attend the BPAC meeting in which the project is reviewed, and address any recommendations made by BPAC. It is assumed that this BPAC review will be completed at the 65% level, and that the 65% plans will be of sufficient quality and completeness to facilitate BPAC review.
- Signal Design: CONSULTANT shall obtain as-built records and perform field review to determine signal loop detectors that need to be replaced, and to show the replacement on the project plans. This includes determining presence or absence of existing detector hand holes and

installing new hand holes where they do not currently exist. CONSULTANT shall also coordinate with CITY's traffic engineering division to ensure adequate detector lead-in-cables exist. CONSULTANT shall also design loop detector accommodations for bicycle detection should bicycle facilities be included on the pavement delineations plans according to complete streets and bicycle masterplan requirements.

- CONSULTANT shall identify, locate, and show the following on the plans: surface features (manholes, boxes, etc), City monuments, and existing pavement cross slopes. These shall be obtained through field observation and measurements and are not required to be located by topographic land survey.
- Consultant shall evaluate the project for requirements under the State General Construction Permit and provide all necessary services to ensure the project is compliant and incorporate requirements into the project bid documents. This includes determination of project type and risk level if necessary.
- If complex traffic handling is required to perform the work, CONSULTANT shall include traffic handling plans in the construction documents that are consistent with the Manual on Uniform Traffic Control Devices (MUTCD) and Caltrans guidelines. These traffic handling plans are for work that cannot be completed under a typical temporary traffic control system for lane closure that would normally be submitted per the requirements of the CITY's specifications by the construction contractor. It is assumed that traffic handling plans will be required and only prepared for the area around El Camino Real to support the Caltrans encroachment permit process.
- Specifications shall include all Technical Specifications or Special Provisions required to construct the project. CITY will prepare the "frontend" contract specifications, i.e. Divisions 0 and 1 specifications of CITY's boilerplate. CONSULTANT shall provide all information required for CITY to complete the boilerplate. This information includes:
 - CONSULTANT's professional engineer seal and signature
 - Description of work
 - Type of Contractor's License required
 - Schedule of Bid Prices
 - Requirements for Contractor's Statement of Qualifications (e.g. experience requirements for previous construction contracts and contract values).
 - Working Days
 - Recommendations for appropriate Liquidated Damages
 - Identification of any changes to the CITY's boilerplate that are required

- CONSULTANT shall be familiar with CITY's standard specifications and provide all Technical Specifications or Special Provisions such that they supplement, and do not conflict with, and are not redundant with the standard specifications. Changes to the CITY's boilerplate or deviations from the standard specifications shall be addressed by incorporating appropriate information into the project Technical Specifications or Special Provisions.
- CONSULTANT shall coordinate with CITY's traffic engineering division and determine allowable work hours, and allowable lane closure hours based on constructability and cost impacts, to be incorporated into the project documents. It is expected that lane closure charts will be included in the specifications for major multi-lane streets.
- The Engineer's Cost Estimate shall be an itemized list of bid items and shall be accurate and prepared based upon current construction pricing and escalated to time of bid using engineering judgement. CONSULTANT shall review recent bids, and contact vendors, suppliers, and contractors as necessary to develop an accurate cost estimate.
- The probable construction schedule will be used to establish the construction contract duration (e.g. number of working days) in the project specifications. The construction schedule does not need to be detailed, but it should contain enough information to accurately determine the contract duration.
- CONSULTANT shall conduct a quality control (QC) review of the submittal in accordance with CONSULTANT's Quality Assurance/Quality Control (QA/QC) program.

4.1.2. Response to Comments

CITY will circulate the submittal package to internal CITY departments for review and comments. CONSULTANT shall be responsible for submitting the package to external stakeholders if required. CONSULTANT shall prepare written responses to all written comments received. All redlined drawings shall be returned with CONSULTANT's response on the redlined drawings.

CONSULTANT shall be responsible for resolving comments from each commenter and shall identify to CITY any comments that cannot be resolved. CONSULTANT shall conduct a 65% comments review meeting with CITY to discuss comments on the submittal package, to identify any significant design issues, and gain concurrence as to how the submittal shall be revised as appropriate to incorporate CITY's comments. The review meeting will be held at CITY.

Deliverables:

1. 65% Design Submittal Package (Plans, Specifications, Engineer's cost estimate, and project construction schedule).
2. Written response to comments.
3. 65% review meeting agenda and meeting minutes.

4.2. 95% Construction Documents Package

CONSULTANT shall perform engineering and design activities to develop a 95% level of completion construction documents. All major project issues shall have been resolved prior to this stage. The 95% construction document package shall include updated Plans, Specifications, Engineer's Cost Estimate, Probable Project Construction Schedule, in accordance with the following:

- The 95% submittal package shall incorporate comments received from CITY on the 65% submittal package. The submittal shall include a written response to CITY comments including a description of how the comments were/were not incorporated into the submittal package. All redlined drawings shall be returned with CONSULTANTS response on the redlined drawings.
- CONSULTANT shall conduct a quality control (QC) review of the submittal in accordance with CONSULTANT's Quality Assurance/Quality Control (QA/QC) program.
- CONSULTANT shall submit the 95% plans to affected utility owners for their use and information.

4.2.1. Response to Comments

CITY will circulate the submittal package to internal CITY departments for comments. CONSULTANT shall be responsible for submitting the package to external stakeholders if required. CONSULTANT shall prepare written responses to all comments received. All redlined drawings shall be returned with CONSULTANTS response on the redlined drawings. CONSULTANT shall be responsible for resolving comments from each commenter and shall identify to CITY any comments that cannot be resolved. CONSULTANT shall conduct a 95% comments review meeting with CITY to discuss comments on the submittal package and gain concurrence as to how the submittal shall be revised as appropriate to incorporate CITY's comments. The review meeting will be held at CITY.

Deliverables:

1. 95% Design Submittal Package (Plans, Specifications, Engineer's cost estimate, and project bid and construction schedule).
2. Written response to CITY comments on the 95% design submittal.
3. 95% review meeting agenda and meeting minutes.

4.3. 100% Construction Documents Package

CONSULTANT shall finalize the Plans, Specifications, Engineer's cost estimate, and construction schedule based on the 95% review comments from CITY. All outstanding comments and issues from previous submittals shall be incorporated into the 100% construction document package. The 100% Bid Set documents shall be considered as complete with no future revisions planned nor deemed necessary, or "bid ready."

The 100% construction document package shall include final Plans, Specifications, Engineer's Cost Estimate, Probable Project Construction Schedule, in accordance with the following:

- The 100% submittal package shall incorporate comments received from CITY on the 95% submittal package. The submittal shall include a written response to CITY comments including a description of how the comments were/were not incorporated into the submittal package. All redlined drawings shall be returned with CONSULTANTS response on the redlined drawings.
- CONSULTANT shall conduct a quality control (QC) review of the submittal in accordance with CONSULTANT's Quality Assurance/Quality Control (QA/QC) program.
- PEER Review: Peer review shall have been accomplished by this stage, with the statement and signature on the cover sheet. The professional shall sign, date and seal the following Certification of Peer Review on a letterhead document with the transmittal of the final plans and specifications:

"The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional engineer with expertise and experience in the appropriate fields of engineering equal to or greater than the Engineer of Record, and that appropriate corrections have been made."

- CONSULTANT shall review previous projects of agencies near CITY and prepare a list of potential bidders for the project.

4.3.1. Response to Comments

CITY will circulate the submittal package to internal CITY departments for comments. CONSULTANT shall be responsible for submitting the package to external stakeholders if required. CONSULTANT shall prepare written responses to all comments received. All redlined drawings shall be returned with CONSULTANTS response on the redlined drawings. CONSULTANT shall be responsible for resolving comments from each commenter and shall identify to CITY any comments that cannot be resolved. CONSULTANT shall conduct a 100% comments review meeting with CITY to discuss comments on the submittal package and gain concurrence as to how the submittal shall be revised as appropriate to incorporate CITY's comments. The review meeting will be held at CITY.

Deliverables:

1. 100% Design Submittal Package (Plans, Specifications, Engineer's cost estimate, and project bid and construction schedule).
2. Written response to CITY comments on the 100% design submittal.
3. 100% review meeting agenda and meeting minutes.
4. List of potential bidders in MS Excel format and shall include the company's name, email address, contact number, and address of business.

4.4. Final Bid Set Documents

The submittal shall be considered as a limited submittal to formalize and sign the Final Bid Set documents, and resolution of any minor issues remaining from the 100% Design Submittal package.

The final submittal shall consist of final Plans and Specifications, signed, stamped and dated by CONSULTANT in responsible charge for their preparation and be considered ready to bid. The final submittal shall be ready for CITY staff approval signatures.

Deliverables:

1. Stamped, signed, and dated Final Plans for CITY signature (two original hard copies and electronic files in AutoCAD and PDF formats).
2. Stamped, signed, and dated Final Specifications and supporting documents meeting CITY's requirements for bidding purposes (two original hard copies and electronic files in MS Word and .PDF formats).
3. Final Engineer's cost estimate (two hard copies and electronic files in MS Excel and .PDF formats).
4. Final construction schedule (two hard copies and electronic files in MS Project and .PDF formats).

5. TASK 5: BID SUPPORT ASSISTANCE

CONSULTANT shall:

- 5.1. Provide clarifications and assistance during the bidding phase to satisfactorily answer any questions from prospective bidders, if requested by CITY. CITY to reproduce and distribute Contract Documents, maintain a planholder's list and log of bidders questions and responses.
- 5.2. Attend Pre-Bid Meeting, if required by Project. CONSULTANT shall coordinate with CITY to prepare agenda and meeting minutes.
- 5.3. Prepare Addenda to Construction Documents, if needed. CITY to reproduce and distribute all addenda.
- 5.4. Assist CITY in evaluating bids and preparation of recommendation letter to award the contract, if needed.
- 5.5. If addenda are issued, prepare a conformed set of documents that incorporated addenda into the documents.

Deliverables:

1. Written clarifications and response to prospective bidders, if needed
2. Addenda to the Bid Documents, if needed.
3. Written recommendation for award of contract, if needed.
4. Conformed construction documents, if needed.

6. TASK 6: CONSTRUCTION SUPPORT

THE CITY's construction management team will have primary responsibility for construction management and inspection. CONSULTANT shall:

- 6.1. Attend Pre-Construction Meeting upon request by CITY and respond to pre-construction meeting questions.
- 6.2. Review and approve shop drawings and submittals, including mix designs. Assuming two rounds of reviews and comments for each submittal.
- 6.3. Review Contractor's request for information (RFI's) and furnish additional drawings and/or specifications for supplementing, clarifying, and/or correcting purposes.
- 6.4. Attend meetings (assume 3) and site visits (assume 3) when necessary as determined and requested by CITY. Meetings and site visits shall be coordinated whenever possible.
- 6.5. Assist CITY with the review of construction, and other activities, as requested.
- 6.6. Prepare, review, and recommend approval of design related change orders, as requested.

Deliverables:

1. Shop drawing and submittal comments.
2. RFI responses.
3. Site visit memoranda, as required.
4. Drawings and specifications for supplementing, clarifying, and/or correcting the contract documents and for design related change orders.
5. Change orders, as required.

7. TASK 7: RECORD DRAWINGS AND PROJECT CLOSE-OUT

CONSULTANT shall:

- 7.1. Upon request by CITY, in accordance with Bid Documents, CONSULTANT shall assist CITY in determining if the Project is ready for the stage of completion requested by the Contractor (Substantial or Final Completion). Attend the Final Walkthrough to provide input to final “punch list” and help determine if the work is ready for CITY acceptance. CONSULTANT shall provide CITY with a written recommendation.
- 7.2. At Final Completion of the Project, provide CITY with one set of reproducible Record Drawing that reflects the changes to the work during construction based upon marked up prints, drawings, and other data furnished by the Contractor, CITY, and Consultants. If CONSULTANT adds additional sheets to the plans, these shall be properly numbered, properly referenced on other affected drawings, and included in the drawing sheet index.
- 7.3. Provide a complete set of the Record Drawings and all X-ref files “bound,” including other associated fonts, plot style files on AutoCAD, including electronic copies in PDF format. CONSULTANT may, at its own expense, prepare and retain a copy of each drawing for its permanent file.

Deliverables:

1. FINAL Punch List input and written recommendations for substantial and/or final completion.
2. Record Drawings on a CD using AutoCAD, and one set electronic copy in PDF format.
3. CD containing PDF copies of all submittals received during construction phase.

8. TASK 8: OPTIONAL TASKS

If deemed necessary during the course of services, this Task provides for CONSULTANT to perform Optional Tasks as part of the Basic Scope of Services. Optional Tasks shall be authorized in writing prior to performing work, and shall only be invoiced if agreed by CITY and CONSULTANT in writing prior

to performing work. Fees for Optional Tasks shall be considered as part of the Fees for Basic Scope of Services.

8.1. OPTIONAL TASK: Physical Pavement Tests and Investigations (Requires CITY Authorization)

If deemed necessary, CONSULTANT shall perform physical pavement tests and investigations and provide a Pavement Report. CONSULTANT's subconsultant, Smith-Emery, will perform a series of pavement coring and investigation tests along the areas preliminarily identified to receive an overlay treatment to determine the structural adequacy of the existing pavement and determine alternative treatment methods for evaluation by CONSULTANT and the City.

This Scope of Services and Schedule of Fees assumes the following work:

- Mark the proposed coring locations
- Provide traffic control
- Perform coring to the depth of the asphalt concrete
- Hand auger into the underlying subgrade materials
- Backfill the core holes with rapid setting concrete
- Develop a Plot Plan showing the core locations
- Submit an investigation report containing core logs, sample locations, and recommendations for treatment of the existing pavement with detailed descriptions and test data on the materials found in each location
- Deflection Testing

CONSULTANT's recommendations will be based on the measured Resistance-Value (R-Value) of subgrade soil and aggregate base, the existing section, traffic index provided by others, and severity of deterioration of the existing pavement. CONSULTANT will perform site visits, visually assess pavement condition, and identify areas that need to receive digout repairs and to confirm the coring and investigation tests.

Coring will also identify any pavement fabric that may be present.

This task shall only be invoiced if agreed by CITY and CONSULTANT in writing prior to performing work.

Deliverables:

1. Optional Task (If Authorized): Pavement Investigation Report

8.2. OPTIONAL TASK: Utility Potholing (Requires CITY Authorization)

If deemed necessary due to the proposed treatment method, CONSULTANT shall perform vacuum excavation potholing for utility verification. The Schedule of Fees included in Attachment B is a budget allowance. Prior to performing any work under this task, CONSULTANT shall provide a written quotation for the actual number of potholes necessary for the work from a potholing contractor. Utility potholes shall be backfilled with CDF and the pavement will be restored in accordance with City Standard Detail ST-25. This task shall only be invoiced if agreed by CITY and CONSULTANT in writing prior to performing work.

Deliverables:

1. Optional Task (If Authorized): Potholing Data

8.3. OPTIONAL TASK: Additional Streets Beyond Base Solution

If deemed necessary, CONSULTANT shall perform engineering services consistent with Tasks 1 through 7 of this Scope of Services for additional streets added to the project by CITY beyond the baseline solution and streets identified on the initial draft list of streets. The Schedule of Fees included in Attachment B is a budget allowance. Prior to performing any work under this task, CONSULTANT shall provide a written estimate of hours required to provide professional services associated with the additional streets. This task shall only be invoiced if agreed by CITY and CONSULTANT in writing prior to performing work. If this Task is approved, the budget allowance shown on the Schedule of Fees will be reallocated to and invoiced under Tasks 1 through 7 as agreed in writing by CITY and CONSULTANT.

8.4. OPTIONAL TASK: Design of Concrete Deficiencies

If deemed necessary, CONSULTANT shall prepare the design of concrete work for areas observed to be deficient identified during Task 2. The design shall be incorporated into the construction documents. CONSULTANT's sub-consultant, Quiet River Land Services, Inc., will provide a survey along the areas of design. The Schedule of Fees included in Attachment B is a budget allowance. Prior to performing any work under this task, CONSULTANT shall provide a written estimate of hours required to perform the design. This task shall only be invoiced if agreed by CITY and CONSULTANT in writing prior to performing work. If this Task is approved, the budget allowance shown on the Schedule of Fees will be reallocated to and invoiced under Task 4, Construction Documents, as agreed in writing by CITY and CONSULTANT.

VI. CONTRACT OPTIONS: SUBSEQUENT PROJECTS FOR YEAR 2021 & 2022

The initial term of the agreement shall be to provide design professional services for CITY's 2020 pavement maintenance and rehabilitation contracts.

CITY may request services from CONSULTANT beyond the 2020 pavement maintenance and rehabilitation projects to provide services for future pavement maintenance and rehabilitation contracts in years 2021 and 2022 as Contract Options. Should the CITY request such services, it is anticipated that the Scope of Services will be consistent with the Tasks 1 through 8 of the Basic Services of this Scope of Services. Authorization for the Contract Options will be addressed in writing if the options are exercised prior to performing any work.

The fee allocated for each Contract Option shown on the Schedule of Fees is a maximum compensation. The further allocations of this maximum compensation to individual tasks shall be mutually agreed by CITY and CONSULTANT in writing before proceeded with work under each Contract Option.

Budgets for the future 2021 and 2022 pavement maintenance and rehabilitation projects are subject to future budget appropriations by the City Council, but are anticipated to be approximately \$6.3 million each year. The fee allocated for each Contract Option is based upon a total project budget of \$6.3 million.

EXHIBIT B

SCHEDULE OF FEES

I. GENERAL PAYMENT

Billing shall be on a monthly basis based on the services performed for each task. Consultant shall, during the term of this Agreement, invoice the City for hours and dollars of work completed under this Agreement. The invoice shall describe the Task invoiced, percent complete of the Task, time and materials expended by Task, and total amount during the invoice period. The invoice shall also show the total to be paid for the invoice period. All invoices shall provide a written description of work performed during the invoice period, deliverables completed, and progress to date on Tasks being invoiced in order to support the amount invoiced.

Initial Term (2020 Projects):

The total payment to the Consultant for Basic Services, as stated in Exhibit A, for the Initial Term (2020 Projects) shall not exceed \$631,170. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$63,120. In no event shall the amount billed to City by Consultant for services under the Initial Term of this Agreement exceed \$694,290, subject to budget appropriations.

First Extension Option Period (2021 Projects):

The total payment to the Consultant for Basic Services, as stated in Exhibit A, for the first Option Period (2021 Projects) shall not exceed \$585,000. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$58,500. In no event shall the amount billed to City by Consultant for services under the first Option Period of this Agreement exceed \$643,500, subject to budget appropriations.

Second Extension Option Period (2022 Projects):

The total payment to the Consultant for Basic Services, as stated in Exhibit A, for the second Option Period (2022 Projects) shall not exceed \$603,000. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$60,300. In no event shall the amount billed to City by Consultant for services under the second Option Period of this Agreement exceed \$663,300, subject to budget appropriations.

II. BASIC SERVICES

The total payment to Consultant for all work necessary for performing all Tasks, as stated in Exhibit A, shall be in proportion to services rendered and on a time and materials not-to-exceed basis.

The Consultant fee allocated to each Task, as shown below, shall be the Consultant's full compensation for all the Consultant services required by this Agreement, as directed by the City, and no additional compensation shall be allowed. City may

reallocate budget from Tasks to other Tasks or to or from additional services. The Consultant shall bill time and materials spent on a Task under the appropriate Task and will not be allowed to charge to future or inactive tasks unless approved in writing by City. The Consultant shall provide a summary of dates and hours charged per date by individual, and individual timesheets, if requested by City. The hours and amounts charged to each Task shall be proportionate to the services rendered.

Tasks denoted as Optional Tasks, as stated in Exhibit A, require pre-approval in writing by CITY prior to performing any services under the task. Payment for any Optional Task is allowed only if written authorization is given by the City in advance of the work to be performed. Fees for Optional Tasks shall be considered as Basic Services.

The total amount of all the Tasks is a not-to-exceed amount. Figures in the following table include all subconsultant costs and administrative markups. The following table is a summary of the Tasks based upon the Proposal submitted by CSG Consultants, Inc. on May, 15, 2019 entitled Resource Allocation Estimate Prepared by CSG Consultants ("Estimate") and agreed by CITY and CONSULTANT, attached to this Exhibit B and incorporated herein by reference.

CONSULTANT shall invoice time and expenses according to the tasks identified in the Proposal. The time and expenses billed for subtasks may vary above or below the hours and fees identified on the Estimate provided that the total billed under a Task remains within the Fee established for the Task. Upon mutual agreement between CITY and CONSULTANT in writing, subtasks may be separated or combined as needed to facilitate CONSULTANT's invoicing.

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Initial Term:

Description		Amount
Task 1	Project Management	\$ 3,780
Task 2	Preliminary Engineering and Evaluation	\$ 137,790
Task 3	Permitting	\$ 12,880
Task 4	Construction Documents	\$ 325,180
Task 5	Bid Support Assistance	\$ 2,620
Task 6	Construction Support	\$ 23,640
Task 7	Record Drawings and Project Closeout	\$ 7,040
Subtotal		\$ 512,930
Task 8	Optional Tasks	\$ 118,240
Total		\$ 631,170

In no event shall the amount billed to City by Consultant for Basic Services under the Initial Term of this Agreement exceed six hundred thirty one thousand one hundred seventy dollars (\$631,170), subject to budget appropriations.

Contract Options:

Description	Amount
First Extension Option Period (2021 Pavement Maintenance Project)	\$ 585,000
Second Extension Option Period (2022 Pavement Maintenance Project)	\$ 603,000

In no event shall the amount billed to City by Consultant for Basic Services under the first Option Period (2021 projects) of this Agreement exceed five hundred eighty five thousand dollars (\$585,000), subject to budget appropriations.

In no event shall the amount billed to City by Consultant for Basic Services under the second Option Period (2022 projects) of this Agreement exceed six hundred three thousand dollars (\$603,000), subject to budget appropriations.

III. REIMBURSABLE EXPENSES

Reimbursable Expenses shall not be billed by the Consultant or subconsultants under this Agreement. Full compensation for all expenses shall be considered as included in the hourly rates.

IV. ADDITIONAL SERVICES

Additional Services consists of work not included in the Scope of Services outlined within this Agreement. Pre-approved Additional Services shall be billed to City at the fixed hourly rates shown below in Section V, RATE SCHEDULE, or at an agreed negotiated price. Monthly billing for Additional Services shall be consistent with the terms set forth in this Agreement. Payment for any Additional Services is allowed only if written authorization is given by the City Engineer in advance of the work to be performed.

V. RATE SCHEDULE

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Rates by classification are listed below. No adjustment to the rates will be allowed during the Initial Term of this Agreement unless otherwise agreed in writing by City.

Rates may be adjusted once in writing at the beginning of each Option Period. The adjusted rate shall be no more than the percentage difference between the Consumer Price Index (CPI) of June 2019 and the CPI of the month in which the Contract Option is exercised, and shall be capped at a maximum of 3% for each adjustment. The CPI shall be defined as the San Francisco-Oakland-Hayward urban wage earners and clerical workers (W). Rates changed by calculation shall be rounded to the nearest whole dollar.

Any classifications added, or staff members changing classifications, shall be approved in writing by City.

Consultant: CSG Consultants, Inc:

Classification	Hourly Rate
Project Manager	\$ 220
Senior Engineer	\$ 190
Associate Engineer	\$ 165
Assistant Engineer	\$ 145

Sub-consultant: Smith-Emery:

Classification	Hourly Rate
Field Investigation	
Staff Professional (Mark Locations)	\$ 115
Staff Professional	\$ 115
Coring Technician	\$ 105
Hand Augering and Sampling Technician	\$ 105
Deflection Testing	\$ 275
Subcontracted Traffic Control	\$ 245
Laboratory Testing	
Core Observation	\$ 25
R-Value (per test)	\$ 225 / test
Review and Reports	
Project Engineer	\$ 125
Staff Engineer	\$ 115

Sub-consultant: Quiet River Land Services, Inc.:

Classification	Hourly Rate
Office Personnel	
Principal – California Professional Land Surveyor (CA PLS)	\$ 200
Professional Land Surveyor/Project Manager	\$ 175
Senior CAD Drafter / Survey/Mapping Technician	\$ 140
CAD Drafter / Mapping Technician	\$ 120
Project Coordinator / Property Research Specialist	\$ 90
Administrative Services	\$ 80
Field Survey	
1-Person Survey Crew w/ Robotics	\$ 190
2-Person Survey Crew (four hour minimum)	\$ 280
3-Person Survey Crew (Right-of-way traffic work)	\$ 320

CSG Consultants, Inc. will bill subconsultants at actual cost plus a maximum allowable markup of 5%.

Subconsultants to CSG Consultants, Inc will bill their subconsultants at actual cost plus a maximum allowable markup of 5%.

Regardless of the number of or tiering of subconsultants, in no case shall the total markup pass through billed to CITY for any services rendered under this agreement exceed 15% over the actual cost.

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 following acceptance by the City, 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. The minimum coverages, provisions and endorsements are as follows:

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 (if any), 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 one million dollars (\$1,000,000) 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. 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 one million dollars (\$1,000,000) per claim or 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.

E. 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 E of this Exhibit C, above.

F. 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.

G. 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.

H. 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 Department of Public Works

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

I. 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 C-06 Professional Service Contract.doc

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.

A. 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 who 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.

B. 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.

C. 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 Form

AGREEMENT TITLE:	Agreement for Design Professional Services Between the City Of Santa Clara, California, and CSG Consultants, Inc for Pavement Maintenance and Rehabilitation Projects
CONTRACTOR:	CSG Consultants, Inc
DATE:	

(Date the notice is sent must be consistent with the time for exercise set forth in Agreement)

Pursuant to Section 2.2 of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term under the following provisions:

OPTION NO.	
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NEW OPTION TERM

Begin date:	
End date:	

☐ CHANGES IN RATE OF COMPENSATION

Percentage change in CPI upon which adjustment is based:	
--	--

MAXIMUM COMPENSATION for New Option Term:	
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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.

CITY OF SANTA CLARA a municipal corporation By _____ Name: Title: City Manager Date:
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Agenda Report

19-657

Agenda Date: 7/9/2019

REPORT TO COUNCIL

SUBJECT

Action on a Resolution Ordering the Vacation of Anchor Easements, Wire Overhang Easement and Public Utility Easement at 3650 Kifer Road

BACKGROUND

On February 10, 2016, the City's Planning Commission approved the Conditional Use Permit for a new five-story, 177,134 square-foot office building and associated on-site improvements, located at 3650 Kifer Road (Property).

DISCUSSION

Due to the redevelopment of the Property, existing anchor easements, a wire overhang easement and a public utility easement encumbering the Property have been relocated or determined to be excess, and these easements are no longer necessary. The Property owner has requested that the City vacate portions of the easements to clear these unnecessary encumbrances on the Property. Any relevant facilities previously within the easements have been removed or abandoned. All departments and agencies having an interest in the easements concur that they are eligible to be vacated. Staff has reviewed this proposal and found that these easements are no longer necessary for public purposes and is recommending that they be vacated according to subsection C of California Streets and Highways Code Section 8333.

ENVIRONMENTAL REVIEW

The Mitigated Negative Declaration prepared for the project was approved by the City's Planning Commission on February 10, 2016.

FISCAL IMPACT

There is no additional cost to the City other than staff time and expense.

COORDINATION

This report has been coordinated with the City Attorney's Office, Water & Sewer Utilities Department and Silicon Valley Power.

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 Ordering the Vacation of Anchor Easements, Wire Overhang Easement and Public Utility Easement at 3650 Kifer Road [APN 205-38-015 (2018-19); SC 19,169]; and
2. Authorize the recordation of the Resolution.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Resolution

**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]

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA,
CALIFORNIA, ORDERING THE VACATION OF THE
ANCHOR EASEMENTS, WIRE OVERHANG EASEMENT
AND PUBLIC UTILITY EASEMENT AT 3650 KIFER ROAD
[APN 205-38-015 (2018-19)]**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the City of Santa Clara currently possesses the Anchor Easements, Wire Overhang Easement and Public Utility Easement described in Exhibit A and shown on Exhibit B, which Exhibits are incorporated herein by reference. Said Easements were dedicated by that certain map as mentioned in said Exhibits; and,

WHEREAS, pursuant to Section 8333 of the California Streets and Highways Code, the City Council "may summarily vacate a public service easement" in any of the following cases:

(a) The easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the proposed vacation.

(b) The date of dedication or acquisition is less than five years, and more than one year, immediately preceding the proposed vacation, and the easement was not used continuously since that date.

(c) The easement has been superseded by relocation, or determined to be excess by the easement holder, and there are no other public facilities located within the easement.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the Anchor Easements, Wire Overhang Easement and Public Utility Easement described in Exhibit A and shown on Exhibit B have been superseded by relocation, or determined to be excess by the easement holders, and there are no other public facilities located within the easements.

2. That the Anchor Easements, Wire Overhang Easement and Public Utility Easement described and shown in said Exhibits in the City are hereby vacated pursuant to California Streets and Highways Code Section 8333.

3. That the vacation hereby releases all easement rights and interest of the City referred in said Exhibits to the current property owner(s).

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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 ____ DAY OF _____, 2019, 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. Exhibits A and B

K:\Engineering\5-LPD\DOC\SC19169 Res vac PUE-AE-WOE.doc

Exhibit 'A'

**Legal Description
Easement Vacation
3650 Kifer Road**

All that certain real property situated in the City of Santa Clara, County of Santa Clara, State of California being more particularly described as follows:

Being a portion of Lots 15, 16 and 17, as shown on that certain map entitled "Tract No. 1786, San Ysidro Tract", as said map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on October 22, 1956 in Book 73 of Maps, at Page 25, and being described as follows:

Being that 1'x30' Anchor Easement on Lot 16, recorded on October 22, 1956 in Book 73 of Maps, at Page 25, Santa Clara County Records.

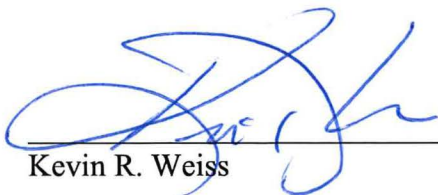
Being that 1'x30' Anchor Easement on Lot 17, recorded on October 22, 1956 in Book 73 of Maps, at Page 25, Santa Clara County Records.

Being that Wire Overhang Easement on Lot 17, recorded on October 22, 1956 in Book 73 of Maps, at Page 25, Santa Clara County Records.

Being that 5 ft wide Public Utility Easement on Lots 15, 16 & 17, recorded on October 22, 1956 in Book 73 of Maps, at Page 25, Santa Clara County Records.

Anchor Easements, Wire Overhang Easement and Public Utility Easements being vacated are shown on the attached Exhibit "B" and made a part hereof.




Kevin R. Weiss

5.15.19
Date

05/08/2019

Sheet 1 of 1

Prepared By: JMH Weiss, Inc.

P:\5049 - San Ysidro Office\5049\Engineering\Survey\Easement Vacation - Kifer\Legal - Easement to be Vacated.docx

SC19, 169

APN 205-38-021
(2019-20)

SAN YSIDRO WAY

APN 205-38-023 (2018-19)

EX. 5.0' PUBLIC UTILITY EASEMENT
(73 M 25) BEING VACATED

LOT 15
TRACT 1786
73 M 25
APN 205-38-015
(2018-19)

LOT 16
TRACT 1786
73 M 25
APN 205-38-015
(2018-19)

LOT 17 (PORTION)
TRACT 1786
73 M 25
APN 205-38-015
(2018-19)

EX. ANCHOR EASEMENTS
(73 M 25) BEING VACATED

EX. WIRE OVERHANG EASEMENT
(73 M 25) BEING VACATED

30.0'

PARCEL F
ROS 154 M 13

LAWRENCE
EXPRESSWAY

KIFER ROAD

LEGEND & ABBREVIATIONS

- DISTINCTIVE BORDER LINE
- PROPERTY LINE - ADJACENT SITE
- EXISTING EASEMENT LINE

BASIS OF BEARINGS

THE BEARING OF THE MONUMENTED LINE OF KIFER ROAD, NORTH 89°31'00" EAST, AS SHOWN ON THAT CERTAIN MAP OF TRACT NO. 1786, FILED FOR RECORD ON OCTOBER 22, 1956, IN BOOK 73 OF MAPS AT PAGE 25, SANTA CLARA COUNTY RECORDS, WAS TAKEN AS THE BASIS OF ALL BEARINGS SHOWN HEREON.

KEVIN R. WEISS, LS 7139
LICENSE EXPIRES: 12/31/20

DATE

5-15-19



EXHIBIT 'B'
EASEMENTS VACATED
FOR
3650 KIFER ROAD
SANTA CLARA, CALIFORNIA

JOB NO. 5049 BY: CT

DATE: 05/08/19

SHEET 1 OF 1

1731 Technology Drive, Ste #880
San Jose, CA 95110
Phone: (408) 286-4555
www.jmhweiss.com

JMHI WEISS, INC.

SC19, 169



Agenda Report

19-781

Agenda Date: 7/9/2019

REPORT TO COUNCIL

SUBJECT

Action on a Written Petition submitted by Jerry R. Patrignani requesting an Update and Potential Action on Lawn Bowl Clubhouse Project

BACKGROUND

Council Policy 030 - *Adding an Item on the Agenda* (Attachment 1) sets forth the procedure for written petitions. Any member of the public may submit a written request raising any issue or item within the subject matter jurisdiction of the Council. Per the policy, the written request will be submitted on the agenda, in the form substantially provided by the requestor, without any staff analysis, including fiscal review, legal review and policy review. If a simple majority of the City Council supports further study of the request, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council.

DISCUSSION

The City Clerk's Office has received a Written Petition for Council consideration from Mr. Jerry R. Patrignani dated June 4, 2019 (Attachment 2) requesting an update and potential action on Lawn Bowl Clubhouse Project. The Council received an update on this matter on October 9, 2018 and an additional update on December 11, 2018. As part of the December 11 meeting staff presented three alternatives:

- Renovate the current clubhouse
- Replace the current modular Clubhouse with an in-kind modular building
- Replace the current modular Clubhouse with a new modular building that includes a bathroom, kitchenette, and aesthetic enhancements.

Council took no action on any of these policy options, but rather asked staff to fix any necessary health and safety improvements, explore the options of obtaining a used modular from the school district, and for the Lawn Bowl Club to pursue grants.

As reported on the January 28-February 8, 2019 City Manager's Blog staff completed the review of health and safety issues and the school district responded that it will need its inventory of portables and none are available. Additionally, on the final Council directive, staff is aware that the Lawn Bowl Club has not come forward with funds or grants for the project. As such, other than re-reporting on the same December 11, 2018 options and updating the costs, and/or the most recent January - February 2019 update, there is nothing new to report on this matter.

FISCAL IMPACT

There is no fiscal impact associated with considering the request to be placed on a future agenda except for staff time.

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)(4) in that it is a fiscal activity that does not involve commitment to a specific project which may result in potential significant impact on the environment.

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 report to council 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. Set a future Council meeting date to take action on the Written Petition received.
2. Take no action.
3. Any other City Council Action, as determined by the City Council.

RECOMMENDATION

Staff makes no recommendation.

Reviewed by: Nora Pimentel, Assistant City Clerk

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Policy and Procedure 030 - Adding an Item on the Agenda
2. Written Petition dated June 4, 2019 from Jerry R. Patrignani
3. Tentative Meeting Agenda Calendar (TMAC)



ADDING AN ITEM ON THE AGENDA

PURPOSE

To establish a clear, effective and easily understood process for members of the City Council and the public to have items within the jurisdiction of the City Council, placed on the City Council agenda for consideration.

POLICY

Members of the City Council:

1. The Mayor or any individual Council Member may submit a written request to the City Manager's Office for inclusion of an item on a City Council agenda, provided the request is received two (2) days prior to the public release of the agenda packet.

Referral from a Council Committee:

1. Council Committees may submit a written request to the City Manager's Office for inclusion of an item on a City Council agenda, provided the request is received two (2) days prior to the public release of the agenda packet.
2. Council Committees may bring forward a recommendation to the full City Council by way of the Committee Minutes, which are typically prepared within three weeks following the Committee meeting.

Items Referred During a Council Meeting:

By Council consensus, an item may be referred to the City Manager for inclusion on a City Council agenda. If the request requires further study of the item from staff, a full analysis shall be prepared at the direction of the City Manager with at least thirty (30) calendar days prior to the meeting, unless otherwise directed by the City Council. If the request requires more than thirty (30) calendar days to prepare, status updates will be provided to the Council every sixty (60) days as an informational memo.

ADDING AN ITEM ON THE AGENDA (cont.)

Written Petitions and Public Presentations:

1. Any member of the public may submit a written request raising any issue or item within the subject matter jurisdiction of the City Council to be heard under the "Written Petition" section of the City Council's regular agenda within two (2) Council meetings after received. After the initial Written Petition is placed on the agenda, a simple majority vote of the Council may add the item to a future Council meeting for action.
2. Any member of the public may address the City Council under the "Public Presentations" section of the agenda. If the presentation includes a request of the Council, the Mayor or a consensus of the City Council may refer the item to the City Manager to be properly agendized at a future meeting, in compliance with The Brown Act.

PROCEDURE FOR WRITTEN PETITIONS

All requests to address the City Council shall be submitted in writing. Written Petition forms are available for the petitioner's convenience on the City's website and in the City Manager's Office, City Clerk's Office and the Mayor and Council Offices. Alternatively, an email may be submitted to clerk@santaclaraca.gov.

Once the Written Petition is received by the City Clerk's Office, it should immediately be forwarded to the City Manager for placement on an agenda within two (2) Council meetings after receipt of the original request from the City Clerk's Office. All written material (request and support material) will be submitted on the agenda in the form substantially provided by the requester without any staff analysis, including fiscal review, legal review and policy review, until the City Council has had the opportunity to provide direction to the City Manager.

At the meeting where the item is first considered, if a simple majority of the City Council supports further study of the item, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council.



**City of
Santa Clara**
The Center of What's Possible

CITY OF SANTA CLARA
OFFICE OF THE CITY CLERK

2019 JUN -4 PM 4: 22

CITY COUNCIL WRITTEN PETITION

Date: 6/4/19

I, JERRY R. PATRIGNANI, hereby request that the following subject be placed on the City of Santa Clara Council and Authorities Concurrent Meeting Agenda:

UPDATE AND POTENTIAL ACTION ON LAWN BOWL CLUBHOUSE PROJECT

For more information about this subject, please see below:

DATE: 12/11/18 18-1429

WOULD LIKE TO EXPLORE THE DIFFERENTS BETWEEN FIXING THE CURRENT CLUB -
HOUSE AND WHAT YOU HAVE AFTER "FIXING IT" AS OPPOSE TO REPLACING IT WITH A
NEW MANUFACTURE CLUBHOUSE.

By submitting this form, I am confirming that I am the requestor herein listed and that the information provided is truthful and correct to the best of my knowledge. I understand that it is important that I attend the meeting in the event there are any questions the Mayor and/or Council wishes to ask me. I also understand that the City may not place my item on the Agenda if it is not verifiable and within the subject matter jurisdiction of the City.

5116 YUCATAN WAY
Street Address (Optional)

CAPTAINMEMO1889@ICLOUD.COM
Email

SAN JOSE 95118
City Zip

408-499-5423
Telephone

NOTE: This is a public document.



City of Santa Clara

Tentative Meeting Agenda Calendar

Wednesday, July 10, 2019 – Council and Authorities Concurrent Meeting

Public Hearing/General Business

6:00 PM Charter Review Interviews/Appointment

Boards and Commission Interviews/Appointment
Fill one vacancy on the Cultural Commission
Fill two vacancies on the Historical and Landmarks Commission
Fill two vacancies on the Housing Rehabilitation Loan Committee
Fill one vacancy on the Parks and Recreation Commission
Fill two vacancies on the Senior Advisory Commission

Tuesday, July 16, 2019 – Council and Authorities Concurrent Meeting

4:00 PM Closed Session

5:00 PM Ceremony

Friendship City MOU Signing Ceremony with Icheon, Korea

Public Hearing/General Business

19-626 **Public Hearing:** Action on a Resolution Confirming the 2019 Weed Abatement Program and Assessment

19-1603 **Public Hearing:** Adoption of the Fiscal Year 2019/20 Municipal Fee Schedule (Not to be heard prior to 7:00 p.m.) - *Deferred from June 25, 2019*

19-288 **Public Hearing;** Action on Amendments to the City Code Related to Massage Establishments (Not to be heard prior to 7:00 p.m.)

19-735 Action on Interim Food & Beverage Services Agreement for the Santa Clara Convention Center

July 17, 2019 – August 16, 2019 - COUNCIL RECESS

August 20, 2019 Joint Council and Authorities Concurrent and Stadium Authority Meeting

Study Session

19-538 Study Session on the Zoning Code Update: Overview and Process Streamlining
6/27/2019 4:42:22 PM

Public Hearing/General Business

- 19-395** Approval to Submit Green Stormwater Infrastructure Plan to the Regional Water Quality Control Board with the City's FY 2018-/19 Stormwater Report
- 19-736** Action on Amendment No. 3 to the Agreement for Professional Services with Perkins + Will for Amendments to the Tasman East Specific Plan and Related Budget Amendment
- 19-799** Consideration of Options for the Development of a Bicycle and Scooter Share Program for the Purpose of Establishing Regulations
- 19-153** Action on Petition Requesting Items to be Added to a Future Council Agenda to Proclaim Section of El Camino Real as Korea Town
- 19-817** Action on a Letter to the Santa Clara Valley Water District Regarding the Intel Freedom Bridge

Tuesday, August 27, 2019 – Council and Authorities Concurrent Meeting

Public Hearing/General Business

- 19-800** Action on a Resolution Establishing the Average Per-Acre Land Values and Parkland In Lieu Fee Schedule for New Residential Development FY2019-20 – *Continued from May 21, 2019*
- 19-712** Update on the Freedom Circle Specific Plan
- Grand Jury Response: City of Santa Clara: Public Records Access
- Grand Jury Response: Inquiry into the Governance of the Valley Transportation Authority

City Manager/Executive Director Report

- 19-713** Direction on the City North Vision Plan

September 3, 2019 Special Council and Authorities Concurrent Meeting

5:00 PM Public Hearing/General Business

Declare the Vacancy for the Position of Chief of Police

September 17, 2019 Joint Council and Authorities Concurrent and Stadium Authority Meeting

5:00 PM Study Session

- 19-540** Study Session on the Zoning Code Update: Short-Term Rentals, Co-Housing, and Assisted Living Facilities

Public Hearing/General Business

- 19-566** Action on a Small Cell Attachment with GTE Mobilnet of California Limited Partnership dba Verizon Wireless
- 19-004** Bicycle Plan Update 2018 Adoption
- 19-804** Consideration of a Successor Agreement with Mission Trail Waste System for Exclusive Franchise Solid Waste Collection Services

September 24, 2019 Joint Council and Authorities Concurrent and Stadium Authority Meeting

Public Hearing/General Business

- 19-324** Action on an Amendment to the Zoning Code, SCCC Chapter 18.76 Architectural Review
- 19-073** SVP Quarterly Strategic Plan Update
- User Fees Phase III

Tuesday, October 8, 2019 Council and Authorities Concurrent Meeting

Study Session

- 19-539** Study Session on the Zoning Code Update: Potential Zoning Code Changes - *Continued*

Public Hearing/General Business

- 19-496** Agenda Items Pending – To Be Scheduled

October 29, 2019 Joint Council and Authorities Concurrent and Stadium Authority Meeting

Public Hearing/General Business

- 19-806** Consideration of a Successor Agreement with Recology for Residential Recycling
- 19-807** Consideration of a Successor Agreement with Mission Trail Waste System for Exclusive Franchise Solid Waste Collection Services

Tuesday, November 5, 2019 Council and Authorities Concurrent Meeting

Public Hearing/General Business

- 19-496** Agenda Items Pending – To Be Scheduled

Tuesday, November 19, 2019 Council and Authorities Concurrent Meeting

Public Hearing/General Business

19-496 Agenda Items Pending – To Be Scheduled

Tuesday, December 3, 2019 – Santa Clara Stadium Authority Board Meeting

Public Hearing/General Business

19-496 Agenda Items Pending – To Be Scheduled

Tuesday, December 10, 2019 Council and Authorities Concurrent Meeting

Public Hearing/General Business

19-496 Agenda Items Pending – To Be Scheduled

Tuesday, December 17, 2019 Council and Authorities Concurrent Meeting

Public Hearing/General Business

19-074 SVP Quarterly Strategic Plan Update

AGENDA ITEMS TO BE SCHEDULED TO A FUTURE DATE



Agenda Report

19-745

Agenda Date: 7/9/2019

REPORT TO COUNCIL

SUBJECT

Action on Referrals from the June 3, 2019 Economic Development, Communications and Marketing Committee Meeting

[EDCM Committee referral 6/3/19 - Items 19-689, 19-691, and 19-715]

BACKGROUND

The Economic Development, Communications and Marketing Committee (Committee) met on June 3, 2019. During the meeting the Committee referred three items to staff for further review and analysis.

Referral # 1

The Committee referred staff to review if any legal restrictions exist for the City to post or advertise events that happen in Santa Clara in some form and in a central location on the City's Website and, also, promote on the City's social media outlets. (e.g., community calendar).

Referral #2

The Committee referred to the City Attorney's Office a status report on the City's existing billboard contract and the termination status of the contract. Although the Committee did not formally refer analysis of revenue generating billboards, it was a topic of discussion and potential referral after receipt of the above referral.

Referral #3

The Committee referred the request to procure additional resources to support proactive communications and marketing of local activities with the goal of more resident awareness of municipal services and activities. *Note: As this was originally discussed at Committee before the budget deliberations were closed, staff had an opportunity to integrate this into the June 4, 2019 Budget Study Session and the Council has already expressed support by consensus.*

DISCUSSION

Referral # 1: Do any legal restrictions exist for the City to post or advertise events that happen in Santa Clara in some form and in a central location on website and distribute on social media sites?

Workload Assessment

Staff hours to complete analysis or assignment: 100+

Tradeoffs: In consultation with the City Attorney's Office, several more important projects would have to be put on hold if this referral were given a high priority. Projects that would have to be delayed

would include: amendments to the City's sign code, Zoning Code updates, updating and strengthening the City's procurement and contract management process. The City Attorney's recommendation is to place this referral in a low priority category to be completed sometime in 2020, as this requires first amendment research, prevailing work/practices completed on this topic by other governmental agencies, and policy development on this topic.

Referral # 2: Status report on the City's existing billboard contract and the termination status of the contract.

Workload Assessment

Staff hours to complete analysis or assignment: 5 hours

Tradeoffs: CAO can provide a response to this referral if Council approves the assignment. Additionally, the Billboard contract is attached to this report for Council's own review.

Referral # 3: Communications and Marketing Consultant Support

Staff hours to complete analysis or assignment: 6 months

Tradeoffs: Implementing this directive would take approximately six months to administer a competitive procurement process, negotiate contract terms, and seek Council approval. Impacting the timing of implementing this directive is that the City is already underway on several high profile mission-critical procurements that would need to be concurrently administered while already sustaining the normal day-to-day procurement needs of the City, e.g., negotiating solid waste and recycling contracts; Convention Center Food & Beverage contract which must be completed within a very tight time frame to ensure no disruption in food and beverage service at the Convention Center; and, significant corrective action which may include revoking the 49ers Management Company's delegated procurement authority and absorbing it within the City's procurement infrastructure (both capital and operational procurements). The first two mission-critical procurements are to preserve vital business operations and, in the case of solid waste and recycling, are focused on public health and safety. The Stadium Authority procurement workload focuses on several years of non-compliance and violations of local and state procurement laws. Implementation of this directive will be implemented once the above three mission critical work efforts are further stabilized and sufficient capacity exists to begin this procurement; unfortunately, given current workload priorities and limited resources, make this goal unachievable until the above matters are further along.

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)(4) 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

At this time, there is no fiscal impact for this action, however, there may be based on council direction.

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. Approve all referrals;
2. Approve one referral;
3. Approve two referrals;
3. Disapprove referrals; or
4. Modify referrals as deemed appropriate by Council.

RECOMMENDATION

Staff makes no recommendation.

Approved by: Deanna J. Santana, City Manager and Brian Doyle, City Attorney

ATTACHMENTS

1. All Vision, LLC Agreement

Meeting Date:

3-24-15
3-10-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item #

6.B



Date: March 6, 2015

To: City Manager for Council Action

From: Sheila Tucker, Assistant City Manager

Subject: Approval of agreement for professional services with All Vision at no cost to the City to access the City's real estate assets for opportunities to maximize revenue from digital outdoor advertising and to return to Council for final approval to construct any new billboards

EXECUTIVE SUMMARY:

At the April 16, 2014 and May 21, 2014 Marketing Committee meetings, the Committee discussed pursuing consulting and management services to access the city's real estate assets for opportunities to maximize revenue from digital outdoor advertising. The Marketing Committee recommended that the Council conduct a request for proposals for consulting and management services to access the city's real estate assets for opportunities to maximize revenue from digital outdoor advertising, and to return to Council for final approval to construct any new billboards. Staff introduced this topic at the city Council's special meeting on November 7, 2014.

On November 25, 2014 the City Council approved the issuance of a request for proposals (RFP) for such consulting and management services. Staff was further directed to pursue brokerage services in the competitive solicitation. The city released an RFP for brokerage services in December 2014. Two firms submitted proposals, All Vision and TR Advisors. An evaluation committee comprised of staff from Finance, Planning and the City Manager's Office evaluated each firm's submittal relative to the proposer's experience, overall cost and business value to the city and strategic direction. Upon completion of staff's evaluation of proposals, oral interviews and reference checks, All Vision was selected as the recommended firm.

All Vision will assist the city to develop a strategic plan for outdoor advertising within the City of Santa Clara. The plan will align with the city's signage reduction, revenue, environmental, and public policy objectives. All Vision will provide the following scope of work:

- Evaluate all potential outdoor advertising opportunities and develop a comprehensive strategic plan based on the city's objectives and goals
- Obtain all applicable local and state entitlements and regulatory approvals
- Negotiate agreements for the placement and sale of advertising with third party billboard companies
- Manage the construction process in coordination with applicable departments and permit requirements
- Manage asset performance, contract enforcement, collections, content control, maintenance & operational standards

All Vision's compensation is based solely on the revenue that its work generates for the City of Santa Clara. There are two implementation models from which the city may select on a location-by-location basis at their sole discretion. Having two models will enable the city to have the flexibility to maximize its revenue while also achieving its signage reduction goals. Both models will provide opportunities for outdoor companies to participate in and benefit from the program.

Third Party Development: All Vision, on behalf of the City of Santa Clara, will negotiate with and license the development/construction, sales, and operations of an asset to a third-party billboard company who pays annual rental revenue for the right to sell advertising on a potential asset. Under this model the city will receive 70% of rental revenue. All Vision will receive 30% of rental revenue. The third party model may be utilized to work with existing billboard companies on the removal of existing signs, but will provide lower revenue and lesser property rights protection to the city.

Contractor Development: All Vision, on behalf of the City of Santa Clara, will develop/construct an asset and then negotiates with and licenses the sales to a billboard company. Under this model, the city will receive 55% of net revenue. All Vision will receive 45% of the net revenue. Net revenue is comprised of total advertising revenue less third party sales, maintenance, electric, and insurance expenses. The contractor development model has the benefit of generating the most revenue for the city while also providing the greatest property rights to the city. However, it will likely make it more difficult to achieve maximum signage reduction.

In the event that a sign developed under the Contractor Development option may need to be removed in the future for a higher and better use, the city can remove a developed sign. Should the sign be removed and not be able to be relocated after the first five years, All Vision would not recoup any costs associated with constructing the sign. Should the sign be removed and not be able to be relocated within the first 5 years, All Vision would only receive their unamortized capital construction costs. A similar concept can be negotiated in potential Third Party Development agreements.

The proposed agreement between All Vision and the City of Santa Clara is similar to other public agency agreements that All Vision has, including with Los Angeles County METRO, a state chartered agency. There is no conflict of interest that arises from the proposed agreement because All Vision does not propose to actually sell advertising, but instead will select third party billboard companies to do so. All Vision will perform all services contemplated in the procurement and is not an end user or "awardee" of those services. Furthermore, staff is aware of controversies related to All Vision's similar work with another municipality (City of Santa Clarita), but our review of that dispute fails to indicate any wrongdoing, malfeasance, or violation of law resulting from that city's and All Vision's contractual relationship.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

All Vision will develop a strategic plan at no cost to the city and there is no obligation for the city to move forward with any concepts that are presented in the plan. Any potential outdoor advertising development will be approved on a location-by-location basis by the City Council. Should Council approve any part of the strategic plan, All Vision will negotiate with third party billboard companies to be the end user of any outdoor advertising assets that are contemplated in the strategic plan. After

City Manager for Council Action
Subject: Approval of Agreement with All Vision
March 2, 2015

Page 3

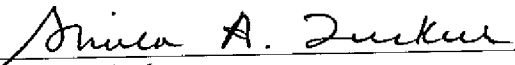
assets are operational, All Vision will continue to provide ongoing management services to ensure that all outdoor advertising assets are operating based on the City's objectives.

ECONOMIC/FISCAL IMPACT:

This agreement is a no cost agreement to the City.

RECOMMENDATION:

That the Council approve and authorize the City Manager to execute an agreement for professional services with All Vision at no cost to the city to access the City's real estate assets for opportunities to maximize revenue from digital outdoor advertising and to return to Council for final approval to construct any new billboards.


6th Sheila A. Tucker
Assistant City Manager

APPROVED:


Julio J. Fuentes
City Manager

Documents Related to this Report:
Agreement

Meeting Date: 3-24-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 6B.1



Date: March 19, 2015

To: City Manager for Council Information

From: Sheila Tucker, Assistant City Manager

Subject: Supplemental Information on Staff Recommendation to Approve Agreement with All Vision

EXECUTIVE SUMMARY:

On March 10, 2015, the City Council considered a staff recommendation to approve an agreement for professional services with All Vision to access the City's real estate assets for opportunities to maximize revenue from digital outdoor advertising. On March 9, 2015, the Mayor and City Council received a letter from the unsuccessful bidder (TRA) expressing concerns with the staff recommendation and objecting to the award of the proposed agreement based on the financial evaluation (see letter attached). The City Council continued this item to date uncertain pending additional information.

This staff report provides supplemental information about staff's review of proposals and the basis of selection of All Vision as the recommended firm. Following the review of the written proposals, oral evaluation and reference checks, the evaluation panel (comprised of representatives of the City Manager's Office, Planning and Finance) rated the two proposals based on the criteria outlined in the RFP as follows:

Criteria	Weight	All Vision	TRA
Demonstrated understanding of the requested work and responsiveness to the RFP	10%	24.5	22.5
Demonstrated successful past performance of brokerage work for public agencies as verified by reference checks or other means	20%	50	53
Professional qualifications and experience of individuals to be assigned to the project	20%	54	52
Proposed compensation/revenue sharing structure	50%	140	103
Total	100%	268.5	230.5

Based on this evaluation, All Vision was selected as the recommended firm.

- All Vision is the largest independent outdoor advertising manager currently managing in excess of 2,500 outdoor advertising assets and generating over \$850 million for their clients.

- All Vision has entitled over 70 digital billboard faces across North America in the last five years, including experience with CEQA and the entitlement process in California.
- All Vision has a dedicated team of over 20 full-time professionals (including legal, operations, development, finance, accounting, management, construction and maintenance personnel) to manage outdoor advertising programs.
- All Vision offers two models (third party and contractor development) that provide flexibility in their approach that will allow the City to maximize revenue and signage removal.

To provide some additional context to the concerns raised in TRA's letter about the evaluation of the revenue sharing proposals, it is staff's opinion that TRA's analysis is incomplete in that it only illustrates the terms of one of the two options that All Vision offered to the city, that of the Third-Party Development model. In addition to the Third-Party Development model, All Vision also proposed a Contractor Development Model. TRA did not propose the Contractor Development model.

Under the Third Party Development model, the selected firm will negotiate a license for the development, construction, sales and operations of a billboard with a third-party billboard company who pays annual rental revenue for the right to sell advertising on the asset. Since the majority of the billboards in Santa Clara are owned by billboard companies, this model will allow the City to work with billboard companies on the removal of existing signs as the City negotiates the construction of new signs. However, this model will yield less revenue for the city than the Contractor Development model.

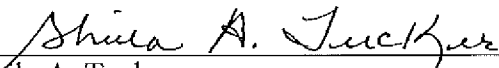
Under All Vision's proposed Contractor Development model, All Vision will develop and construct the billboard and then negotiate with and license the sales to a billboard company. This model has the benefit of generating the most revenue for the city. It may, however, achieve less signage reduction, as the current billboard companies may have less incentive to take down existing signs.

In order to normalize the evaluation of the revenue sharing proposals staff proposed a hypothetical scenario for a billboard that generates \$2 million annual gross advertising revenue over a five year period. The proposals as submitted by All Vision and TRA are included in Attachment B. In comparing each proposer's Third-Party Development model and the City's share of the net revenue, (Attachment B-1 and B-2) TRA estimates the City's share would be higher than All Vision in years 1 and 5, however All Vision estimates higher revenue for the City in years 2, 3 and 4. Overall, the estimates in the Third-Party Development model from both firms are comparable.

In comparing All Vision's estimate of the City's share of the revenue under the Contractor Development model (Attachment B-3), to TRA's Third-Party Development model (Attachment B-1), All Vision's revenue estimate exceeds TRA's in all years (1 through 5) ranging from \$186,000 to \$273,000 higher. When comparing estimates provided by both firms, the City would generate approximately \$1 million more over the five years by using All Vision's Contractor Development Model.


In conclusion, staff agrees that when comparing the City's revenue estimates under the third party model, that All Vision and TRA proposed comparable returns for the City. However, when comparing All Vision's contractor development model to TRA third party model, All Vision submitted the most advantageous revenue-generating proposal for the city. In addition, the City may elect either model proposed by All Vision on an asset-by-asset basis that will provide the City with the flexibility and optionality to both maximize revenue and achieve signage reduction.

There was some discussion at the March 10, 2015, meeting as to whether TRA's letter constituted a protest to the solicitation process. Pursuant to the Request for Proposals (RFP) issued in December 2014, no protest mechanism is provided to firms that are not selected. Unlike the process for public works contracts, the City is not required by state or local law to provide a mechanism for protests when selecting firms to provide services. This RFP, as well as most issued by the City, used a standard form that makes it very clear to proposers that the City has full and complete discretion to select the best firm based on multiple criteria. For example, based on the RFP, the City is not required to select the lowest offer, is not required to select any proposer, may choose to reject any and all proposals, and may negotiate with any, all or some proposers.



Sheila A. Tucker
Assistant City Manager

APPROVED:



Julio J. Fuentes
City Manager

Documents Related to this Report:

Attachment A. TRA letter dated March 9, 2015

Attachment B. All Vision and TRA Revenue Sharing Proposals



March 9, 2015

The Honorable Mayor Jamie L. Matthews
Members of the City Council
City of Santa Clara ("City")
1500 Warburton Avenue
Santa Clara, CA 95050

Re: City Council Agenda Item No. 7B.9
Approval of Agreement with All Vision for Outdoor Advertising Program

Dear Mayor Matthews,

The purpose of this letter is to express our concerns with the staff recommendation for the above referenced item and our objection to the award of the proposed agreement.

As noted in the staff report, the City received two proposals in response to the Request for Proposal (RFP) for Outdoor Advertising Management Services issued on November 25, 2014. I am the Managing Director for TR Advisors, LLC, the other company who submitted a proposal in response to the RFP. While we appreciate staff's time and effort, the staff report does not provide you with quantitative analysis or comparison of the two proposals in accordance with the scoring criteria set forth in the RFP to support their recommendation.

On January 7, 2015 at the request of the City, we submitted a spreadsheet to clarify the revenue sharing using a hypothetical scenario for a billboard that generates \$2 Million annual gross advertising revenue over a five-year period. TRA proposed 19.75% share of the lease rent revenue the City would receive from the third-party billboard operator limited to a five year term. **Under the proposed All Vision contract, All Vision would receive its 30% revenue share from a third-party billboard operator for the entire 25-year lease term.**

For the scenario, we projected the City would receive an estimated 30% of the gross advertising revenue, \$600,000 annually, our fee would be \$118,500 and the City's share would be \$481,500. If you use the same scenario for All Vision's proposed 30% share of the lease rent revenue for a third-party billboard operator, their share would be \$180,000 and the City's share would be \$420,000.

	Gross Advertising Revenue	All Vision Share	City Share	TRA Share	City Share	Net Revenue Loss to City
1 st Year	\$2,000,000	\$180,000	\$420,000	\$118,500	\$481,500	\$61,500
5-Year Total	\$10,000,000	\$900,000	\$2,100,000	\$592,500	\$2,407,500	\$307,500
6-25 Year Total	\$40,000,000	\$3,600,000	\$8,400,000	\$0 N/A	\$12,000,000	\$3,600,000



Mayor Matthews

Page 2

Other key points to note: TRA proposed to reduce our percentage share for the 2nd, 3rd and 4th or more billboard sites that were developed and reduce our fee when our accumulated consulting fee reached a certain financial threshold. We also limited our consulting fee to a five-year term with the City's option to continue to have TRA manage the program for a mutually agreeable management fee after the initial five-year term, while All Vision would receive their 30% fee over the 25-year lease term.

On December 5, 2014, Addendum #1 was issued which provided answers To All Potential Bidders previously submitted questions. Question No. 8 asked the City, "For the Review and Selection Process – Evaluation Criteria (page 7), are any of the bullet points listed weighted differently or are they all considered equal?" The City's response was the following chart:

Criteria	Weight
Demonstrate understanding of the requested work and responsiveness to the RFP	10%
Demonstrated successful past performance of brokerage work for public Agencies as verified by reference checks or other means	20%
Professional qualifications and experience of individuals to be assigned to the project	20%
Proposed compensation/revenue sharing structure	50%

Clearly, the City was seeking a qualified firm who could do the required work to implement an Outdoor Advertising Program, which also provided the best or highest amount of revenue to the City. Per this method of evaluation, by comparing the All Vision proposal with our proposal, TRA should have been awarded the full 50% of the weighted criteria allocation for the compensation/revenue sharing structure criteria.

For these reasons, we respectfully ask the City to reject the proposed agreement with All Vision and direct staff to negotiate an agreement with TRA which is more financially beneficial to the City.

Thank you for your consideration. I will be attending the City Council Meeting on March 10, 2015 to answer any further questions.

Sincerely,

Steve Shinn
Managing Director

CC: City Council Members
Julio J. Fuentes, City Manager
Sheila A. Tucker, Assistant City Manager

TR Advisors LLC**Outdoor Advertising Program Revenue Sharing Clarification**Assumptions:

3rd Party Development Model — Note: We are not contractor developers which is not the typical model.

One two-sided digital reader board structure (two display faces)

Built on City owned property

Annual gross advertising revenue of \$2 million (both faces)

Entitlement costs of \$25,000

Construction costs of \$750,000

Construction costs payback over five years

What is the proposal of costs and revenue sharing with City over five year period?

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Annual gross revenue	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
Entitlement costs	-	-	-	-	-
Construction costs payback	-	-	-	-	-
Other costs (specify) 70% Third party billboard company	1,400,000	1,400,000	1,400,000	1,400,000	1,400,000
Total costs	1,400,000	1,400,000	1,400,000	1,400,000	1,400,000
Net revenue	600,000	600,000	600,000	600,000	600,000
Proposer's % share of net revenue	19.75%	19.75%	19.75%	19.75%	15%-19.75%*
Proposer's \$ share of net revenue	118,500	118,500	118,500	118,500	81,253
City's % share of net revenue	80.25%	80.25%	80.25%	80.25%	86.46%
City's \$ share of net revenue	481,500	481,500	481,500	481,500	518,747

Other notes:

*We are proposing as a consultant not as a billboard developer in keeping with the RFP scope of work. We will be acting as the City's agent to obtain billboard companies to lease the City's land and to entitle and develop the billboards at no cost to the city. The Third Party billboard company will lease directly with the City and we will manage the leases on behalf of the city, collect the rent, and send the collected rent to the City net of our commission. This form does not take into account our actual approach. Therefore there are no entitlement costs and no construction payback costs. We have listed the retained revenues by the third party billboard company as "Other cost" but it is not actually a cost. The billboard company will receive and generate the gross advertising revenues. From those revenues they will pay the rent to the City. We cannot know what the actual rent will be until it is negotiated on the City's behalf. Generally the rent is between 25% and 35% of gross revenues. This will depend on the value of the specific site.

*This percentage is reduced for each additional billboard

Allvision

Outdoor Advertising Program Revenue Sharing Clarification

Assumptions:

3rd Party Development Model

One two-sided digital reader board structure (two display faces)

Built on City owned property

Annual gross advertising revenue of \$2 million (both faces)

Entitlement costs of \$75,000

What is the proposal of costs and revenue sharing with City over five year period?

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Annual gross revenue	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
Rental Revenue (35%)	700,000	700,000	700,000	700,000	700,000
Entitlement costs	75,000	-	-	-	-
Net revenue	625,000	700,000	700,000	700,000	700,000
Proposer's % share of net revenue	30%	30%	30%	30%	30%
Proposer's \$ share of net revenue	187,500	210,000	210,000	210,000	210,000
City's % share of net revenue	70%	70%	70%	70%	70%
City's \$ share of net revenue	437,500	490,000	490,000	490,000	490,000

Other notes:

Allvision is aligned to keep entitlement costs as low as possible

Entitlement Costs are 3rd party costs and do not include any Allvision internal, employee, or administrative overhead costs

Allvision is aligned to maximize Rental Revenue Percentage...

Allvision

Outdoor Advertising Program Revenue Sharing Clarification

Assumptions:

Contractor Development Model

One two-sided digital reader board structure (two display faces)

Built on City owned property

Annual gross advertising revenue of \$2 million (both faces)

Entitlement costs of \$25,000

Construction costs of \$750,000

Construction costs payback over five years

What is the proposal of costs and revenue sharing with City over five year period?

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>*Year 6</u>
Annual gross revenue	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
Entitlement costs	75,000	-	-	-	-	-
Construction costs payback	150,000	150,000	150,000	150,000	150,000	-
Other costs (specify)						
Est. Operating Costs (insurance, electric maintenance) (3%)	60,000	60,000	60,000	60,000	60,000	60,000
Est. 3rd Party Advertising Sales Commission (25%)	500,000	500,000	500,000	500,000	500,000	500,000
Total costs	785,000	710,000	710,000	710,000	710,000	560,000
Net revenue	1,215,000	1,290,000	1,290,000	1,290,000	1,290,000	1,440,000
Proposer's % share of net revenue	45%	45%	45%	45%	45%	45%
Proposer's \$ share of net revenue	546,750	580,500	580,500	580,500	580,500	648,000
City's % share of net revenue	55%	55%	55%	55%	55%	55%
City's \$ share of net revenue	668,250	709,500	709,500	709,500	709,500	792,000

Other notes:

*Year 6 was added to show the City's revenue share after construction cost payback

Allvision is aligned to keep construction costs, operating costs, and sales commission costs as low as possible, since we share in net revenue after those costs

All construction, operating, and 3rd party advertising sales commissions are 3rd party costs and do not include any Allvision internal, employee, or administrative overhead costs

Since entitlement, construction, operating, and 3rd party advertising sales commissions are taken prior to net revenue, Allvision shares in all of these costs proportionally

Having a construction payback period enables the City to ultimately own and have much greater control of an asset on their property

03/24/15

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MAR 24 2015

City Clerk's Office
City of Santa Clara



March 24, 2015

Honorable Jamie L. Matthews
Members of the City Council
1500 Warburton Avenue
Santa Clara, CA 95050

Via Electronic Mail
jmatthews@santacleara.gov
MayorAndCouncil@santacleara.gov

Re: Agenda Item 6B, Approval of Agreement with Allvision for Outdoor Advertising Program

Dear Mayor Matthews and Council Members:

We are writing this letter in response to the letter and memorandum submitted by Steve Shinn on behalf of TRA on Monday, March 23rd. That letter and memorandum contain many inaccuracies and is another deliberate attempt to mislead the City Council 24 hours prior to discussing Allvision's proposed agreement. We are submitting the information below that confirms Allvision's proposal was compliant with the procurement, consistent with applicable law, and provides the greatest financial opportunity for the City of Santa Clara.

RFP's Scope of Services:

The RFP's Scope of Services, which was unanimously approved by the City Council on November 25, 2014 states: "Responsibilities could include, without limitation, a range of services from consulting/advisory to asset construction/development/implementation to long-term management/maintenance services on behalf of the City of Santa Clara (City)." The RFP's Scope of Services also called for creative approaches to address the City's objectives of reducing billboards in the City and generating additional revenue.

Allvision's proposal clearly complies with the Scope of Services that this procurement contemplated and requested. Specifically, the Scope of Services included the following two tasks, which were left out of Mr. Shinn's correspondence:

4.e. Construct, develop, implement, and/or manage assets on behalf of the City at provider's upfront cost;

- o This is the foundation and basis for the Contractor Development Model that Allvision proposed

5. Assist the City in updating its sign regulations Code 18.80.010, and Policy for Billboard Relocation (see Attachment A-1), as needed.

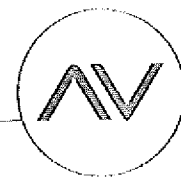
- o The procurement clearly contemplated updating or revising the City's Ordinance and Policy to meet and enhance the City's overall outdoor advertising objectives, which are likely to include both signage reduction and revenue generation. Any modifications to the Ordinance and Policy would be at the sole discretion and approval of the Council. Development and implementation of a possible revision to the Ordinance and Policy is clearly contemplated by the RFP.



JOSH SCHARFBERG, VICE PRESIDENT, BUSINESS DEVELOPMENT
JSCHARFBERG@ALLVISION.COM
PHONE: 917.803.0244

WWW.ALLVISION.COM

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Thus, Allvision's proposal is a direct, comprehensive, and compliant response to the RFP, and it will enable the City to meet its objectives stated in the procurement.

California Public Contract Code Section 10365.5(a).

TRA's reference to California Public Contract Code Section 10365.5(a) is clearly misplaced and the conclusions stated therein are completely inaccurate and invalid. The cited Code section is only applicable to State agencies. The City is not a State Agency under the terms of this Codes section. Moreover, the Allvision Agreement is quite similar to other public agency agreements that Allvision has in place, including with Los Angeles County METRO, a state chartered agency. There is no conflict of interest that arises from the proposed agreement because Allvision does not propose to be an end user or "awardee" of the services that were requested in the procurement or proposed by Allvision. To reiterate, third party billboard companies, not Allvision, will be the end user or "awardee" of Allvision's work. At no time will Allvision "*submit a bid, nor be awarded a contract for, the provision of services, procurement of goods or supplies or any other related actions which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.*" Under either proposed development model – Contractor or 3rd Party - a billboard company, not Allvision, will enter into an Agreement to sell advertising and generate revenue for the City. The billboard companies will always be the end-user or awardee of both proposals submitted by Allvision.

Revised Financial Estimates:

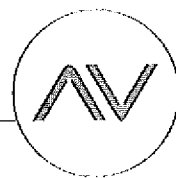
TRA's revised financial model is inconsistent with all previous financial information that they submitted to the City as part of the evaluation process. This includes a worksheet submitted in January, 2015 as well as information submitted March 9, 2015, both of which are included in the Supplemental Staff Report. In all previous correspondence with City Staff and City Council, TRA has stated they believe they can generate a 30% revenue share, however they inexplicably have now inflated that percentage to 35%. Allvision's financial proposal and analysis has been consistent throughout. TRA's altered estimates again do not compare the Contractor Development Model, which would generate over \$5 million more to the City nor do they compare a hybrid of both models that would generate over \$1.4 million more to the City. Allvision's proposal has been consistent and unquestionably provides the greatest financial opportunity to the City. Importantly, Allvision's proposal provides a broader range of options to the City, resulting in a number of financial, legal and property rights benefits to the City, and is directly responsive to the full range of requested services set out in the RFP.

Allvision has successfully implemented complex outdoor advertising reduction projects with the major billboard companies. Our Strategic Plan is likely to propose recommendations for a combination of both models to ensure that the RFP's two stated objectives, signage reduction and revenue generation, are satisfied. Having both options enables the City to have the greatest flexibility to ensure both objectives are met to their satisfaction. We encourage you to approve staff's recommendation and award an agreement to Allvision so we can begin working on behalf of the people of Santa Clara



JOSH SCHARFBERG, VICE PRESIDENT, BUSINESS DEVELOPMENT
JSCHARFBERG@ALLVISION.COM
PHONE: 917.803.0244

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Very truly yours,

Josh Scharfberg

Vice President, Business Development, Allvision

CC: Julio J Fuentes, City Manager, City of Santa Clara
Sheila Tucker, Assistant City Manager, City of Santa Clara
Richard E. Nosky, City Attorney



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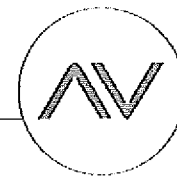
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MAR 23 2015

City Clerk's Office
City of Santa Clara



March 23, 2015

Honorable Jamie L. Matthews
Mayor, City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Via Electronic Mail
jmatthews@santaclara.gov
MayorAndCouncil@santaclara.gov

Re: City Council Agenda Item 6B
Approval of Agreement with Allvision for Outdoor Advertising Program

Dear Mayor Matthews and Council Members:

We are writing this letter in response to a letter submitted by Mr. Steve Shinn on March 9th and City Council's subsequent continuance and request for further information during the March 10th City Council meeting regarding the above referenced item.

First and foremost, I would like to commend your staff for conducting a fair, transparent and thorough evaluation process regarding this procurement. After nearly three months of evaluating the proposals, City staff has concluded that Allvision has the best proposal both from a financial and execution basis, and is recommending award of this contract to us.

Should you approve the proposed agreement, Allvision would provide the City with a comprehensive strategy for a full range of potential outdoor advertising concepts. These concepts include two models from which the City Council will select and approve on a location-by-location basis at your discretion: a Third Party Development model and a Contractor Development model. Our program will enable the City to realize significant revenue, achieve reduction in existing billboard signage, and meet Council's marketing committee's objective promoting the City's brand.

Allvision is the largest independent outdoor advertising manager in North America with over 2,500 outdoor advertising assets under management. Over the past six years we have entitled or developed over 70 digital outdoor advertising faces and have generated over \$850 million in contracted long-term incremental revenue for our clients. We have a full-time team of over 20 full-time professionals solely dedicated to developing, implementing, and managing outdoor advertising programs, on behalf of our mostly public agency clients. Our internal infrastructure includes legal, operations, development, finance, accounting, management, and construction personnel who will all be utilized to implement this project. TRA's business, on the other hand, is not focused solely on outdoor advertising and their team lacks the experience and infrastructure to facilitate a complex outdoor advertising project of this nature.

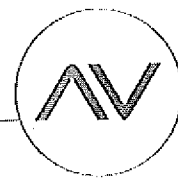
Allvision has successfully implemented and is actively working on signage projects with Outfront Media (formerly CBS Outdoor) and Clear Channel Outdoor at the highest levels, who together own most of the existing billboard inventory within the City. We will work



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with both of these organizations, amongst others, to implement an outdoor advertising program that will meet the City's objectives, including signage reduction.

Mr. Shinn's letter included a financial table that was both incomplete and inaccurate based on information submitted to the City by both parties. Mr. Shinn's letter analyzed inaccurate information on only one of the two models that Allvision proposed, the 3rd Party Development Model. In addition to that model, Allvision proposed a Contractor Development Model that could generate the most money for the City. Below is an accurate analysis and comparison of the Allvision Contractor Development Model to TRA's proposal. When comparing this model to TRA's proposal, the City would generate \$5 million more from Allvision's proposal over a 25-year period.

Allvision Contractor Development Model versus TRA Model				
	Gross Advertising Revenue	Allvision Model City Revenue	TRA Model City Revenue	City Increase with Allvision
5 Year Total	\$10,000,000	\$3,533,750	\$2,407,500	\$1,126,250
25-Year Total	\$40,000,000	\$19,483,750	\$14,407,500	\$5,076,250

During the interview process, Allvision has consistently informed the City that we envision a successful outdoor advertising program being comprised of a hybrid of both proposed models in order to maximize the City's signage reduction and revenue. When comparing an average of Allvision's two models to TRA's proposal, the City would generate approximately \$1.4 million more from Allvision's proposal over a 25-year period.

Allvision Hybrid (1/2 Development & 1/2 Third Party) versus TRA Model				
	Gross Advertising Revenue	Allvision Model City Revenue	TRA Model City Revenue	City Increase with Allvision
5 Year Total	\$10,000,000	\$2,965,625	\$2,407,500	\$558,125
25-Year Total	\$40,000,000	\$15,840,625	\$14,407,500	\$1,433,125

Please note that Allvision's financial information above is accurate and based off the revenue worksheets submitted by Allvision during the evaluation. TRA's financial information is based off of the letter they submitted to the City Council on March 9, 2015. Both the revenue worksheets and letter were included in the Supplemental Staff Report and can corroborate that Allvision's financial proposal provides the greatest revenue opportunity for the City.

In addition to providing a better financial proposal for the City, Allvision is fully aligned to maximize both the City's total revenue as well as their long-term revenue. Based on TRA's proposal, TRA is only aligned to generate a fixed capped amount of revenue over a five-year term. Unlike TRA's proposal, Allvision will be there for the long haul, advocating, advising, and managing these assets at the direction of and for the benefit of the City of Santa Clara.





In all models, the revenue that the City would receive is based off a percentage of gross advertising revenue. Allvision's financial alignment, infrastructure, and active management are likely to generate significantly more absolute revenue than TRA's proposal contemplates. TRA does not have the staff, experience, or long-term financial incentive to maximize the total advertising revenue, which is a critical component of any outdoor advertising project.

Allvision has the experience, staff, and incentive to develop and implement a comprehensive outdoor advertising program for the City of Santa Clara. Our proposal provides the greatest financial benefit to the City as explained above and confirmed by Staff in the Supplemental Staff Report. We encourage you to accept staff's thorough evaluation and recommendation and to approve the City's Agreement with Allvision at the March 24, 2015 City Council Meeting. We look forward to working together on a highly successful program for the people of Santa Clara. Along with other members of our team, I will be in attendance on Tuesday, March 24th should you have any questions.

Very truly yours,

Josh Scharfberg
Vice President, Business Development
Allvision

CC: Councilmember Pat Kolstad, City of Santa Clara
Vice Mayor Debi Davis, City of Santa Clara
Councilmember Jerry Marsali, City of Santa Clara
Councilmember Dominic J. Caserta, City of Santa Clara
Councilmember Lisa M Gillmor, City of Santa Clara
Councilmember Teresa O'Neill City of Santa Clara
Julio J Fuentes, City Manager, City of Santa Clara
Sheila Tucker, Assistant City Manager, City of Santa Clara



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RECEIVED

6B.1

MAR 23 2015

City Clerk's Office
City of Santa Clara

March 23, 2015

The Honorable Mayor Jamie L. Matthews
Members of the City Council
City of Santa Clara ("City")
1500 Warburton Avenue
Santa Clara, CA 95050

Re: City Council Agenda Item No. 6B.1
Supplemental Information on Staff Recommendation to Approve Agreement with All Vision

Dear Mayor Matthews and City Council Members,

I would like to thank Staff for their diligence and hard work in developing the Supplemental Information for your consideration. While we are pleased to see how the evaluation panel highly rated TR Advisors (TRA) proposal, there remain questions and concerns with this staff recommendation.

Contractor/Developer Model

TRA did not propose as the Contractor/Developer model for several reasons:

- The model would result in a violation of the City's Sign Code 18.80.220 (see attached memo from Michael Dissette, TRA Senior Counsel). This is not consistent with your RFP Section 1 (b) which provides that a proposal should maximize revenues for the City and present alternative creative ideas through the deployment of outdoor advertising that "complies with City ordinances and policies."
- The model would be in conflict with the California Public Contract Code Section 10365.5(a)*
- There would be no incentive and/or cooperation from third party billboard companies to permanently remove their company owned assets, if they must compete for sites with a new digital billboard developer who is permitted to add new billboards in Santa Clara.
- It was not consistent with the goal and purpose of your Council's Marketing Committee, who initiated the proposal on April, 16, 2014. As stated in the minutes from that meeting: "The Committee discussed pursuing consulting and management services to access the City's real estate assets for opportunities to maximize revenue from digital outdoor advertising."

*Cal PCC Code 10365.5 (a) No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provisions of services, procurement of goods or supplies or any other related actions which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.

www.tradvisors.com

27 Franklin Street, 9th Floor | Boston, MA 02110 | (p)617.482.2525 | (f)617.482.0210

POST MEETING MATERIAL



Mayor Matthews

March 23, 2015

Page 2

Revenue to City

For the hypothetical scenario requested by City Staff, TRA projected the City/Consultant would receive an estimated 30% of the gross advertising revenue from billboard companies which is consistent with industry averages. This number was reflected in the letter and chart we shared with you for your March 10th council meeting. We've since learned from the staff report released on March 19th, All Vision projected an estimated 35% of the gross advertising revenue from billboard companies. Thus, for a fair comparison, we ask you to review the chart below that shows the differences using 35% (or \$700,000) gross advertising revenue which will be shared by the City/Consultant.

With this new information, the City will lose \$4.6 million over 25 years per billboard with All Vision.

	Gross Advertising Revenue (35%)	All Vision Share	City Share	TRA Share	City Share	Net Revenue Loss to City
1 st Year	\$2,000,000	\$210,000	\$490,000	\$138,250	\$561,750	\$71,500
5-Year Total	\$10,000,000	\$1,050,000	\$2,450,000	\$691,250	\$2,808,750	\$358,750
6-25 Year Total	\$40,000,000	\$4,200,000	\$9,800,000	\$0 N/A	\$14,000,000	\$4,200,000

Under the proposed All Vision contract, All Vision would receive its 30% revenue share from a third-party billboard operator for the entire 25-year lease term. TRA's contract after 5 years expires unless the City wishes to extend it; if so, it would be at a much lower rate as stated in our proposal.

We respectfully request you to ask city staff to negotiate an agreement with TRA as we believe we provide you with more revenue and will be able to negotiate a reduction of billboards in Santa Clara as we are the only firm who can do so without a conflict of interests or violation of your ordinances.

Sincerely,

Steve Shinn

Managing Director

CC: City Council Members
Julio J. Fuentes, City Manager
Sheila A. Tucker, Assistant City Manager
Richard E. Nosky, City Attorney

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03/24/15

TRA

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6B:1

MAR 23 2015

City Clerk's Office
City of Santa Clara

MEMORANDUM

TO: Steve Shinn; Lorna Moritz

FROM: Michael Disse, Sr. Counsel

DATE: March 22, 2015

RE: Santa Clara, CA -- RFP for Outdoor Advertising

I reviewed the Santa Clara RFP for Outdoor Advertising, the Santa Clara City Code and the City's Policy Statement for Billboard Relocation Agreements in order to evaluate the efficacy of a "Contractor/Developer" program model to achieve the City's stated goals. My conclusion is that the permitting and development of a new billboard through a contractor/developer model will likely result in a violation of the current City Code by increasing the number of billboards. Under these circumstances, proposing a contractor/developer program model is non-compliant with City ordinances, non-responsive to the RFP, and a conditional or contingent bid. The third Party Development model is the only compliant, unconditional and responsive model to propose to meet both of the City's stated goals.

The goals of the RFP are stated as:

- a. Reduce the number of existing billboards currently in place in residential/neighborhood areas.
- b. Maximize revenues for the City and present alternative creative ideas and methods for generating revenues through the deployment of outdoor advertising that complies with City ordinances and policies. [Emphasis supplied]

The City Code provides:

18.80.220 Outdoor advertising signs (billboards).

(a) *Intent.* The City of Santa Clara has had a policy since 1978 (Ordinance No. 1365) to limit the number of outdoor advertising signs (also commonly referred to as "billboards") to no more than sixty (60) physically in place in order to improve the quality of urban life for its citizens. It had been determined that billboards, by their very nature, wherever located and however constructed, constitute visual clutter and blight to the appearance of the City. It has also been determined that billboards impede traffic safety by unduly distracting motorists and pedestrians, creating traffic hazards, and reducing the effectiveness of signs needed to direct the public.

The City reasserts its policy that the obtrusive nature of billboards makes it imperative that the City control the number, size, and location of billboards. It is the continued position of the City Council that billboards are not permitted within the jurisdictional boundaries of the City unless a particular billboard



location has been approved. In the absence of a billboard location receiving affirmative approval from the City Council, the application was denied.

It is the City Council's intent hereby to permit no more billboards within the city, and to thereby restrict the presence of billboards in the City by limiting the number of billboards to those physically in place or for which approvals have been granted as of the effective date of the ordinance codified in this chapter. Additionally, as billboards are physically removed or destroyed, it is the intent of the City Council that the number of billboards will be permanently reduced by that number....

It is the express intent of the City Council to permit no further billboards within the city and to reduce their number through attrition rather than pay compensation pursuant to the provisions of Article 7 (commencing with Section 5400) of Chapter 2 of Division III of the California Business and Professions Code, which provisions require compensation for billboards removed at governmental insistence.

[Emphasis supplied]

The City's **Policy Statement** for Billboard Relocation Agreements (April 2011) establishes fairly restrictive relocation criteria for new billboards. For every construction or relocation of one sign face, three must be taken down. The City has made significant progress in reducing the number of billboards and locating new billboards in appropriate commercial zones. Currently, the City believes that there are 19 billboards within the City limits. That number shall not increase. Any newly permitted billboard must result in a net reduction of sign faces.

A proposer who does not own or control any of the existing billboards is not in a position to take down the required three sign faces when it develops a new billboard as the contractor/developer. The incentives which drive the Billboard Relocation program's required net reduction in sign faces are absent from the contractor/developer model. The result is an increase in billboards and, unless amended by City Council, a violation of the City Code.

Under these circumstances, proposing a contractor/developer program model is non-compliant with City ordinances, non-responsive to the RFP, and a conditional or contingent bid. The third Party Development model is the only compliant, unconditional and responsive model to propose to meet both of the City's stated goals.

CITY OF SANTA CLARA
AGENDA MATERIAL ROUTE SHEET

Council Date: 3/10/2015

SUBJECT: Agreement for the Performance of Services with All Vision LLC

PUBLICATION REQUIRED:

The attached Notice/Resolution/Ordinance is to be published _____ time(s) at least _____ days before the scheduled meeting/public hearing/bid opening/etc., which is scheduled for _____, 20__.

AUTHORITY SOURCE FOR PUBLICATION REQUIREMENT:

Federal Codes:

Title _____ U.S.C. § _____
(Titles run 1 through 50)

Federal Regulations:

Title _____ C.F.R. § _____
(Titles run 1 through 50)

City Regulations:

City Charter § _____
(i.e., 1310. Public Works Contracts. Notice published at least once at least ten days before bid opening)

California Codes:

Code _____ § _____
(i.e., Government, Street and Highway, Public Resources)

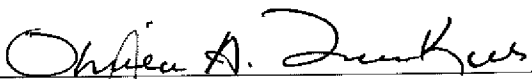
California Regulations:

Title _____ California Code of Regulations § _____
(Titles run 1 through 28)

City Code § _____

Reviewed and approved:

1. As to City Functions, by



Department Head

2. As to Legality, by



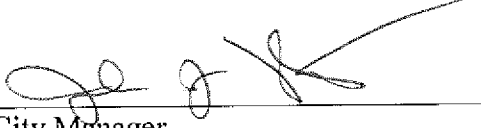
City Attorney's Office/CAO Assign. No 15-0243

3. As to Environmental Impact Requirements, by

N/A

Director of Planning and Inspection

4. As to Substance, by



City Manager

AGREEMENT FOR THE PERFORMANCE OF SERVICES
by and between the
CITY OF SANTA CLARA, CALIFORNIA,
and
ALL VISION, LLC

PREAMBLE

This agreement for the performance of services ("Agreement") is made and entered into by and between All Vision, LLC, a Delaware limited liability company, with its principal place of business located at 420 Lexington Avenue, Suite 1601, New York, NY 10170 ("Contractor"), 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 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 professional 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 compensated.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. SERVICES TO BE PROVIDED.

City employs Contractor to perform the services ("Services") more fully described in Exhibit A entitled, "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and incorporated by this reference. Except as otherwise specified in this Agreement, Contractor shall furnish all necessary technical and professional services, including labor, material, equipment, transportation, supervision and expertise to satisfactorily complete the work required by City at his/her own risk and expense.

2. TERM OF AGREEMENT.

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 the date this Agreement has been fully signed by both Parties and terminate at the end of the day before the fifth (5th) anniversary of the commencement date,

3. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform 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.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

4. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If any action of Contractor constitutes a breach that is not cured within the time period required by this Agreement, City may terminate this Agreement as provided in Section 32 below.

5. 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.

6. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by 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. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

7. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed 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 and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

8. COMPENSATION AND PAYMENT.

In consideration for Contractor's complete performance of Services, Contractor shall be entitled to the compensation provided in Exhibit B.

9. TERMINATION OF AGREEMENT.

- A. Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall reimburse Contractor for all reasonable costs incurred by Contractor in performing Services up to such date, including without limitation amounts paid or owed to subcontractors or third party consultants and other vendors, salaries, benefits, employment taxes and other labor burden costs of Contractor's personnel engaged in performing the Services (reasonably allocated based on the portion of their working time devoted to the Services), personnel travel expenses (also so allocated), and all Direct Expenses (defined in Exhibit A).
- B. A Party may terminate this Agreement for cause only in accordance with Section 32.
- C. Without limiting the effect of any other provisions of this Agreement relating to survival of provisions after termination, Contractor's right to receive compensation based on any License Agreements entered into during the term of this Agreement and Section 2.C of Exhibit A will survive termination.

10. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

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, which approval the City shall not unreasonably withhold, condition or delay. Contractor shall not hire subcontractors to whose engagement the City reasonably objects.

11. 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.

12. 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, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

13. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

14. 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.

Information will not constitute confidential information for purposes of this Section 14 in the following circumstances:

(a) City advises Contractor that the information is not required to be treated as confidential, provides the information with instructions to furnish it to others or use it in discussions with others, or provides the information in response to a request for information that is to be shared with others;

(b) the information is then or subsequently becomes generally available to or accessible by the public through no fault or wrongdoing of the Contractor;

(c) the information was in the possession of the Contractor before it was disclosed to Contractor in connection with the services under this Agreement;

(d) the information is required to be disclosed under open public records laws or open public meetings laws by virtue of being received, generated, or disclosed by City;

(e) the information is required to be disclosed pursuant to a subpoena, court order, or other legal process.

15. 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, or newspaper without express written consent of City. Contractor agrees to use City's name, insignia or emblem in support of its efforts as outlined in this Agreement and not for any other purpose without the prior written consent of the City.

16. OWNERSHIP OF MATERIAL.

All Planning Materials (defined below) will remain the intellectual property of Contractor or the consultants who contributed their work to the Planning Materials. Contractor grants (and shall obtain from its consultants, if necessary), a non-exclusive license for City to make copies and derivative works of Planning Materials as reasonably necessary to evaluate and implement the Strategic Plan (defined in Exhibit A). If City creates derivative works of Planning Materials that are not specifically approved by Contractor for City's use or uses Planning Materials for projects other than the Project or for parts of the Project other than those for which the Planning Materials were prepared, neither Contractor nor any of its contractors or consultants shall have any liability arising out of the City's use of those Planning Materials or derivative works. "Planning Materials" means each draft and final Strategic Plan and all designs, plans, studies, reports, and other information prepared and submitted by Contractor in any form in connection with the proposed Strategic Plan and implementation of the approved Strategic Plan.

17. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

For so long as Contractor collects and distributes License Revenue under License Agreements and for the duration of each Site Agreement (as those terms are defined in Exhibits A and B), whichever extends later, and for three years thereafter, Contractor shall maintain records of receipts, disbursements and withholding of amounts received by it on account of each License Agreement, including all Direct Expenses, and on account of each Site Agreement looking back at least seven years. City and its accountants and consultants shall be entitled to inspect and obtain copies of such records and documents at Contractor's office where such records are regularly kept during normal business hours upon not less than ten business days' prior written request.

City shall keep records of all License Revenue and Other Program Revenues (as those terms are defined in Exhibit B) received by it, and Contractor and its accountants and consultants shall be entitled to inspect such records and documents at the City's office

where such records are regularly kept upon not less than ten business days' prior written request.

18. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

19. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

20. HOLD HARMLESS/INDEMNIFICATION.

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 reasonable attorneys' fees and costs incurred in providing a defense to any claim arising therefrom, for which City becomes liable as a result of Contractor's negligent, reckless, or wrongful acts, errors or omissions in connection with the Services performed by Contractor pursuant to this Agreement, except to the extent resulting from the sole negligence, recklessness, or wrongful conduct of the City or its employees, officers, council members, volunteers, contractors (other than Contractor) and other agents.

21. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall purchase and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

22. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

23. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

24. 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.

25. WAIVER.

Waiver by a party of any one or more of the conditions of performance, rights or obligations under this Agreement shall not be construed as waiver(s) of any other condition of performance, right or obligation under this Agreement.

26. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: City Manager's Office
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 241-6771

And to Contractor addressed as follows:

All Vision, LLC
Attention: CEO
420 Lexington Avenue, Suite 1601
New York, NY 10170
or by facsimile at (212) 661-5704

with a required copy to:

All Vision, LLC
Attention: President
1805 Shea Center Drive Suite 250
Highlands Ranch, CO 80129
or by facsimile at (303) 773-7124

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

27. 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.

28. LAW GOVERNING CONTRACT 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.

29. DISPUTE RESOLUTION.

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor 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.
- 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. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which 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, through mediation only. In the event of litigation, the prevailing party shall recover its reasonable costs of suit, expert's fees and attorney's fees.

30. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

31. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties, except to the extent otherwise expressly provided in Section 2.C of Exhibit A. To prevent a conflict 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.

32. DEFAULT AND REMEDIES.

- A. The occurrence of any of the following circumstances with respect to a party to this Agreement (the "Defaulting Party") will constitute an "Event of Default":
- i. a Party fails in a material way to perform its obligations under this Agreement and fails to cure such default within 30 days following delivery of written notice of that failure from the other Party to the Defaulting Party (or, if the default cannot reasonably be cured within that 30 day time period, but the Defaulting Party commences efforts to cure within that 30 day period and diligently pursues such efforts and the default is not inherently incurable, then within the longer amount of time reasonably necessary to complete such cure);
 - ii. a Party commences voluntary bankruptcy or insolvency proceedings or is adjudicated bankrupt, becomes insolvent, makes an assignment for the benefit of creditors or proposes or makes any arrangement for the settlement of its debts (in whole or in part) or for the liquidation of its assets or a receiver or a receiver and manager or person with similar authority is appointed with respect to the assets of that Party;
 - iii. a material portion of the assets of the Party is seized in satisfaction of any judgment; or
 - iv. any proceedings are taken for the liquidation, dissolution or winding-up of a Party or a Party ceases or threatens to cease to carry on business in the ordinary course.
- B. If an Event of Default occurs, the non-defaulting Party may have recourse to any one or more of the following remedies (but without any duplicative recovery):
- i. Recover its actual, direct damages for breach of contract resulting from the Defaulting Party's default;
 - ii. Terminate this Agreement; and

- iii. Have recourse to any other remedies for the breach available at law or in equity, except as limited by the provisions of this Agreement.

33. ENFORCED DELAY

In addition to specific provisions of this Agreement, whenever a period of time, including a reasonable period of time, is designated within which one of the Parties is required to do or complete any act, matter or thing, the time for that performance will be extended by a period of time equal to the number of days during which that Party is actually prevented from that performance or that performance is unreasonably interfered with because of causes beyond the reasonable control of the Party otherwise responsible to perform that act, including: war; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; unusual economic or governmental circumstances that limit the ability to generate advertising revenue from the Signs, litigation and administrative proceedings against the Signs (defined in Exhibit A) (not including any administrative proceedings contemplated by this Agreement in the normal course of affairs); any governmental approval required with respect to any one or more of the Signs (not including any period of time normally expected for the processing of those approvals in the ordinary course of affairs); restrictions imposed or mandated by other governmental entities; enactment of conflicting state or federal laws or regulations; judicial decisions; or similar bases for excused performance which is not within the reasonable control of the Party to be excused (financial inability excepted). This Section 33 does not apply to any proceedings with respect to bankruptcy or receivership initiated by or on behalf of either Party, or any such proceeding initiated by any third parties against a Party to this Agreement that is not dismissed within ninety (90) days. If written notice of a delay to which this Section 33 applies is given to any Party within thirty (30) days of the commencement of that delay, an extension of time for the applicable cause will be granted in writing for the period of the delay, or longer as may be reasonable or mutually agreed upon. If that delay results in an impairment of the revenue generating capacity of the Signs, the Term of this Agreement and each affected Site Agreement will be extended by the length of the duration of the period for which the revenue generating capacity of the affected Signs was impaired by those circumstances.

34. EXHIBITS.

The exhibits attached to this Agreement are part of this Agreement.

35. OTHER PROVISIONS

- A. Contractor Not a Guarantor. Contractor is not a guarantor of the obligations of any vendor or other third party doing business with City with respect to any Signs and will have no obligation to pay any amount owed by any such third parties or otherwise cure the default of any such third party.
- B. Sale or Other Disposal of Property by City. If City sells or otherwise disposes of an interest in City property that includes a Sign Location identified in the Strategic Plan and neither a Site Agreement nor a License Agreement has been entered into for that Sign Location, City at its sole discretion shall either (a) cancel the work on the evaluation and development of that Sign Location by notice to Contractor and, at or before the closing of the transfer of that property,

reimburse all of Contractor's reasonable Direct Expenses incurred for its work in connection with that prospective Sign Location, or (b) assign its interest in this Agreement insofar as it applies to the applicable property to the transferee of the property and, in the terms of the agreement for that sale or other transfer, require the transferee to assume the obligations of City hereunder with respect to the property and Sign Locations thereon (subject to the limitation that if the foregoing option "(b)" is not available because the transferee of the Sign Location is legally prevented from assuming those obligations, the City shall cancel the Contractor's work on that Sign Location in accordance with option "(a)"). Notwithstanding the foregoing sentence or anything else in this Agreement to the contrary, if a sale or other disposition of an interest in City property for which no License Agreement or Site Agreement then exists is for the purpose of allowing the Person acquiring that interest (or any of its affiliates or successors) to use the affected property to construct or use a Sign, the City's gross revenues from that sale or other disposition will be deemed License Revenues and Contractor shall be entitled to receive a portion of those License Revenues as provided in Section 2 of Exhibit B. If City sells or otherwise disposes of City property that includes a Sign Location with respect to which a License Agreement is in effect, City shall assign its interest in this Agreement insofar as it applies to that Sign Location and cause the purchaser of that property to assume the City's obligations under this Agreement to pay Contractor its License Revenue Share for the balance of the applicable License Revenue Share Period, to the extent permitted by applicable law; provided, however, that if the assumption of those obligations by the transferee of a Sign Location is not permitted by applicable law, City shall after that transfer remain liable to pay Contractor its License Revenue Share for the applicable License Revenue Share Period based on the amounts paid by the Licensee under the applicable License Agreement, which shall constitute License Revenues regardless of whether such amounts are paid to the City or its transferee.

- C. No Partnership. Nothing in this Agreement is to be construed to create a partnership between City and Contractor. The relationship between City and Contractor is an independent contracting and licensor/licensee relationship.
- D. No Regulated Services. Nothing in this Agreement is to be construed to require Contractor to provide legal advice to City, perform real estate brokerage services, or perform any other activity for which any kind of professional license is required. Contractor is not a real estate brokerage firm. Contractor is not providing legal advice to City and has not been engaged either to provide that advice or to obtain legal advice for City. City shall obtain and rely on the advice of its own legal counsel at its own cost.
- E. Deadlines on Business Days. The term "business day," as used in this Agreement, refers to days other than Saturday, Sunday, holidays when banks in the State of California are not open for transaction of regular business, or other days when the Santa Clara City Hall is closed. If the last day for any obligation to be performed under this Agreement falls on a day other than a business day, that deadline will be automatically extended to the next business day.

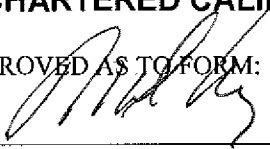
- F. City Business License. Contractor shall obtain and keep in force during the term of this Agreement a business license permitting it to conduct business in the City.

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; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

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 date it has been fully signed by both Parties.


**CITY OF SANTA CLARA, CALIFORNIA
A CHARTERED CALIFORNIA MUNICIPAL CORPORATION**

APPROVED AS TO FORM:




RICHARD E. NOSKY, JR.
City Attorney

ATTEST:




ROD DIRIDON, JR.
City Clerk



JULIO J. FUENTES
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ALL VISION, LLC
a Delaware limited liability company

By: 

Print Name: Greg Smith
Title: CEO

"CONTRACTOR"

AGREEMENT FOR THE PERFORMANCE OF SERVICES
by and between the
CITY OF SANTA CLARA, CALIFORNIA
and
ALL VISION, LLC

EXHIBIT A

All Vision will represent the City in developing a strategic plan for outdoor advertising within the City of Santa Clara. This plan will align with the City's signage reduction, revenue, environmental, and public policy objectives. The plan will be delivered at no cost to the City and there is no obligation for the City to move forward with any concepts that are presented in the plan. Any potential outdoor advertising development will be approved on a location-by-location basis by the City Council. Should Council approve any part of the strategic plan, Allvision will negotiate with third party billboard companies for them to be the end user of any outdoor advertising assets that are contemplated in the strategic plan. After assets are operational, All Vision will continue to provide ongoing management services to ensure that all outdoor advertising assets are operating based on the City's objectives.

Management and consulting services consist of, at no out of pocket cost or obligation to the City during the planning phase, the following. To the extent of any conflict between the provisions of this Exhibit A and the provisions contained in the body of the Agreement, the provisions of this Exhibit A control.

1. **Definitions.** The following additional definitions apply for the purposes of this Agreement, including its exhibits:

"City Property" means real property owned by the City at the time in question, including property owned in fee, leasehold rights, and easement rights.

"Contractor Development" has the meaning given in Section 2.E.i.b.

"Direct Expenses" has the meaning given in Exhibit B.

"Licensee" means each licensee under a License Agreement.

"License Agreement" means an agreement with a Licensee under which the Licensee will construct (if necessary), own and operate a Sign. "License Agreement" does not include any Site Agreement.

"Sign" means any of various sizes and types of outdoor advertising displays, including static, digital, or mechanical (including tri-vision) and all other billboards, displays, signboards and other types of equipment and structures that may be appropriate for outdoor advertising purposes, located or proposed to be located in Sign Locations.

“Sign Location” means each location within the City on which a Sign is or is proposed to be located.

“Site Agreement” means an agreement between Contractor and City entered into pursuant to Section 5 below under which Contractor will construct and operate a Sign and license the sales of advertising on the Sign to a third party advertising sales company.

“Third Party Development” has the meaning given in Section 2.E.i.a.

Other terms are defined elsewhere in this Exhibit. Capitalized terms used in this Exhibit that are not defined in this Exhibit have the meanings given in the body or other exhibits to the Agreement.

2. Outdoor Advertising Strategic Plan

- A. **Planning.** Contractor shall evaluate the opportunities for the marketing and development of Signs and transit oriented advertising in potential new Sign Locations. Contractor shall prepare and submit to City, within one year after the mutual execution and delivery of this Agreement, a draft Strategic Plan that includes the following elements, among others that may be reasonably requested by City:
 - i. an analysis of Sign development opportunities based on development feasibility and revenue potential;
 - ii. evaluation of the current and potential value of prospective Signs and identification of the potential advertising locations on City property that are best situated for the generation of advertising revenue;
 - iii. relevant market and/or media research, planning and competitive analyses; and
 - iv. policy recommendations regarding the possible modification of City’s existing codes and regulations pertaining to outdoor advertising signage.
- B. **City’s Documents and Information.** City shall make reasonable efforts to, promptly upon request, provide Contractor any and all records and documents which Contractor reasonably requests of City as necessary or appropriate for Contractor’s preparation of the Strategic Plan, except for documents and information that applicable laws prohibit City from disclosing, or which is privileged, including attorney-client communications and attorney work product. Contractor and City shall work cooperatively to ensure that Contractor and City’s representatives are available for meetings to discuss the proposed Strategic Plan.
- C. **Restriction Period for Prospective Sign Locations Proposed by Contractor.** Except for Signs installed pursuant to a Site Agreement or License Agreement, City shall not install, maintain or operate, and shall not permit any third party to install, maintain or operate, any new revenue-generating billboard or other

revenue-generating advertising sign of any kind at any location on City Property that is identified as a prospective Sign Location in the final Strategic Plan or any draft of the Strategic Plan submitted by Contractor under this Agreement for three (3) years after the submission of the plan identifying that Sign Location. The foregoing restriction is not to be construed to prohibit City from approving requests for building, sign or other permits in its ministerial capacity for outdoor advertising signage on privately owned property that will not result in any payment of revenue sharing or recurring fees to City. The provisions of this Section 2.C survive the term.

- D. **Access to Property.** On condition that Contractor complies with the requirements of this Section 2.D and any other material provisions of this Agreement pertaining to its activities on City Property, Contractor is granted the right to have access to Sign Locations and prospective Sign Locations on City Property for purposes of performing the activities contemplated by this Agreement subject to Contractor providing written communication to City in advance to coordinate access to City Property, to avoid conflict between City's operations and Contractor's services, and to make any necessary arrangements for on-site safety measures.
- E. **Selection of Development Methodologies.**
- i. The development of Sign Locations and Signs under this Agreement will be undertaken using one of the following two methodologies subject to City's prior written approval (to be made by the approval of the Strategic Plan unless otherwise agreed in writing by the parties), which will be selected separately for each Sign Location:
 - a. Contractor may obtain the preliminary engineering studies, design work, and permits and approvals required for construction of the Sign and then market the opportunity to construct and operate the Sign to a third party Licensee under a License Agreement, in which event Section 4 below will apply with respect to the applicable Sign Location (that process, "**Third Party Development**"); or
 - b. Contractor and City may agree to proceed with development of the proposed Sign under a Site Agreement under which Contractor will construct the Sign and license the sales of advertising to a sales agent, in which event Section 5 below will apply with respect to the applicable Sign Location (that process, "**Contractor Development**").
 - ii. Contractor and City shall confer with each other regarding the selection of one of the development methodologies described above. The City will have the right to approve whichever methodology is to be pursued; however, Contractor is not required to pursue a development methodology for a particular Sign to which it objects.

- iii. Contractor may recommend to the City, and assist the City with, opportunities involving outdoor advertising facilities on Sign Locations that are not located on City Property. Any revenues received by the City or by the Contractor on the City's behalf as a result of those projects will constitute Other Program Revenues (as defined in Exhibit B).

3. **Pre-Construction Services.** For the Sign Locations designated for Contractor Development or Third Party Development in the Strategic Plan, Contractor shall prepare and submit to the applicable governmental authorities all necessary applications for Operating Permits, in the name of City. Unless the parties otherwise agree or unless specifically restricted in the Strategic Plan, Contractor may also proceed with the engineering, environmental and other evaluations, plans and designs necessary to prepare the Sign Locations for construction and obtain any governmental approvals other than Operating Permits that are required for the construction of each Sign. Each License Agreement shall require the Licensee to obtain at its cost any governmental approvals other than Operating Permits that are required for work it performs to construct each Sign, including building, electrical, and other permits. If the Licensee fails to obtain any required governmental approvals, Contractor may at its option pursue such approvals, and any costs it incurs in so doing will constitute Direct Expenses. Contractor shall obtain all such permits for each Sign Location designated for Contractor Development. Contractor's out-of-pocket costs paid to third parties in connection with those activities will constitute Direct Expenses. Contractor does not guarantee, and submission of the Strategic Plan will not constitute a guarantee, that every potential Sign Location identified in the Strategic Plan will be found to be suitable for the construction and use of a Sign after pre-construction due diligence has been completed or that all required governmental approvals can be obtained for each Sign Location.

4. **Third Party Sign Development.**

- A. **Marketing.** If the approved Strategic Plan calls for Third Party Development for any Sign Location, Contractor will proceed with efforts to obtain proposals for License Agreements when Contractor determines that the development of the Sign Location for the installation of the proposed Sign has proceeded to such a stage that the Licensee is reasonably likely to be able to complete construction promptly after the License Agreement is signed.
- B. **License Agreements.** Each new License Agreement entered into during the Term will be on a form prepared by either party and mutually approved by City and Contractor. Each License Agreement will be subject to the prior approval of City, which City may withhold in its sole and absolute discretion. For each proposed new License Agreement, Contractor shall provide City a complete draft of the proposed License Agreement. City shall notify Contractor whether City approves or rejects the proposed License Agreement upon a decision by the City Council. City will have no obligation to approve any License Agreement. Following City's disapproval of a proposed License Agreement, Contractor may, at its option, continue efforts to find a Licensee willing to enter into a License Agreement on terms satisfactory to City and Contractor or give City notice that Contractor is

terminating those efforts. If Contractor gives City notice as permitted by the preceding sentence, the provisions of Section 2.C above will continue to apply to the Sign Location in question and Contractor will have no obligation to perform further Development Services for that Sign Location.

C. **Ongoing Administration Services.** Contractor shall provide the following services with respect to the ongoing administration of License Agreements, as requested by City:

- i. administer the terms of each License Agreement as City's representative;
- ii. monitor the construction activities of the Licensee on the Sign Location;
- iii. prepare and deliver to City, on an annual basis or at other times upon reasonable request by City (but no more often than once per calendar quarter), reports regarding the number of, location of, and revenues associated with Signs;
- iv. provide accounting, billing, collection, and account reconciliation for License Revenues as provided in this Agreement;
- v. advise City regarding any safety issues and concerns observed by Contractor or reported to Contractor relating to the Signs;
- vi. conduct annual inspections of Signs and provide City with a detailed report of the results of those inspections;
- vii. respond in a timely manner to any concerns raised by City regarding any Signs or Licensees; and
- viii. collect License Revenues from each Licensee and disburse those License Revenues as provided in Exhibit B.

5. **Contractor Sign Development.**

A. **Site Agreements.** If City approves a Strategic Plan that designates any one or more Sign Locations for development, the parties shall prepare and enter into a Site Agreement for each Sign Location designated for Contractor Development in a form provided by either party and mutually approved by City and Contractor.

B. **Key Terms.** Each Site Agreement shall include provisions based on the following key economic terms (but providing greater detail), among the other terms specified in the approved form of Site Agreement, unless the parties otherwise agree in writing:

- i. The term of each Site Agreement will extend until the expiration of 25 years after the date the Sign is first put into operation to display commercial advertising, or the deadline in the Site Agreement for such

commencement of operations, and shall have appropriate insurance, maintenance, and indemnification provisions and appropriate reporting and audit provisions consistent with those in this Agreement.

- ii. Contractor's reasonable direct expenses incurred in connection with the Sign, including reasonable amounts owed to sales agents for procurement of advertising media, out-of-pocket expenses paid to third parties for maintenance and repair of the Sign which, under generally accepted accounting principles consistently applied, are not required to be capitalized and amortized, costs of electricity and telecommunications services serving the Sign, costs of insurance for the Sign equipment, costs of electrical and telecommunications services for the Sign, and costs of obtaining and maintaining Operating Permits and other governmental approvals, but excluding costs that must be capitalized and depreciated under generally accepted accounting principles, will be reimbursed out of Site Agreement Development Revenues (as defined in Exhibit B) for the Sign Location before sharing of net Site Agreement Development Revenues (the amount so reimbursed, "**Site Agreement Direct Expense Reimbursement**"). Site Agreement Direct Expense Reimbursement for each year will be capped at 30% of gross Site Agreement Development Revenues for that year, unless the City authorizes an increased Site Agreement Direct Expense Reimbursement limit in writing.
- iii. Contractor's costs of construction and maintenance of the Sign that must be capitalized and depreciated under generally accepted accounting principles, including all actual out-of-pocket costs paid to third parties for design, construction, bonds or other security, and payment of claims arising out of construction, and including maintenance and repair costs that fall within that accounting category, will be amortized in equal monthly installments over a period of five years (the "**Reimbursement Period**"), beginning with the calendar month in which the Sign is first put into service for the display of commercial advertising, and, as so amortized, will be reimbursed out of Site Agreement Development Revenues for the Sign before sharing of net Site Agreement Development Revenues (the amount so reimbursed, "**Site Agreement Capital Expenditure Reimbursement**").
- iv. Revenue sharing fees and minimum annual revenue guaranteed to the City under the Site Agreement will be as provided in Section 3 of Exhibit B.
- v. Contractor will be entitled to terminate the Site Agreement if any required governmental approvals cannot be obtained.
- vi. Contractor will be responsible for the construction and maintenance of the Sign, including the sign operation activities of sales agents engaged by Contractor. Contractor will be required to keep the Sign in good and safe condition, to repair promptly any malfunctioning or damaged component

of the Sign, to replace digital screen components when they reach the end of their useful lives, and to obtain property insurance to insure the Sign against damage. Contractor's out of pocket costs of those services and insurance will constitute Direct Expenses and be reimbursed in accordance with the provisions of the Site Agreement.

- vii. Until the capital expenditures described above have been fully reimbursed to Contractor, Contractor will own the assets acquired or constructed with those costs (which will not be deemed to be fixtures or accessions to the real or personal property of City), and after that reimbursement has been paid, those assets will at City's option be transferred to City.

- C. **Removals.** Each Site Agreement will contain terms providing that if the Sign is to be removed because of casualty, condemnation, or legal prohibition, or because City requires the Sign Location for a bona fide purpose other than outdoor advertising that is incompatible with continued operation of the Sign, and the parties fail to agree on a comparable replacement Sign Location, then (1) Contractor shall use diligent efforts to obtain payment of its unreimbursed operating expenses and capital expenditures from the condemning authority or applicable insurance company, if any exists, (2) Contractor will thereafter be entitled to deduct any remaining unreimbursed operating expenses and capital expenditures, if any, from amounts due under this Agreement or other agreements (including other Site Agreements) between Contractor and City, or City may pay those amounts at the time of termination, and (3) if the Sign is removed due to condemnation action or prohibition by City (not acting under any legal compulsion) or because City requires the use of the location for another purpose, and the parties fail to agree on a comparable replacement Sign Location, Contractor shall be entitled to deduct any remaining unreimbursed operating expenses and capital expenditures from amounts due to City under this Agreement and the Site Agreements, and if the amounts due under those agreements are not adequate for Contractor to fully recover those unreimbursed operating expenses and capital expenditures, then City will be obligated to reimburse them. If the Sign is removed so that City can develop the Sign Location for other purposes, City will impose a restrictive covenant for the benefit of Contractor prohibiting the installation of outdoor advertising billboards on the property of which that Sign Location is a part until the earlier of five years after the date of removal or the originally scheduled termination date of the Site Agreement.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
by and between the
CITY OF SANTA CLARA, CALIFORNIA
and
ALL VISION, LLC

EXHIBIT B

The Program shall create no additional cost for the City during the planning phase. All Vision's compensation is based solely on the revenue that its work generates for the City of Santa Clara. All Vision's work is fully aligned with generating and maximizing revenue for the City. To that end the following provisions are part of the foregoing Agreement. To the extent of any conflict between the provisions of this Exhibit B and the provisions contained in the body of the Agreement, the provisions of this Exhibit B control.

1. **Definitions.** The following additional definitions apply for the purposes of this Agreement, including its exhibits:

"Direct Expenses" means all out-of-pocket expenses paid to third parties by Contractor for (a) engineering, surveying, drilling, geotechnical services, legal work, permit or application fees, and other reasonable expenses of evaluating, investigating, obtaining governmental approvals for, preparing plans and specifications for, and otherwise developing each Sign Location for the purposes provided in this Agreement, (b) monitoring the activities of Licensees, enforcing the obligations of Licensees, and otherwise administering License Agreements, and (c) any other expense designated in this Agreement as Direct Expenses, all of which must be incurred pursuant to budgets for Direct Expenses approved by City except for expenses incurred in emergency circumstances.

"License Revenues" means all payments of any kind received by City or Contractor during the License Revenue Share Period from or on behalf of any Licensee pursuant to a License Agreement for a Sign Location designated in the Strategic Plan, regardless of whether the License Agreements from which the revenues are received are entered into during or after the Term. "License Revenues" excludes Site Agreement Development Revenues.

"License Revenue Share Period" means, for each Sign Location for which a License Agreement is entered into, the period of 25 years following (a) the commencement of the initial License Agreement for that Sign Location or (b) the day after the last day of the Term, whichever occurs first.

"Net License Revenues" means License Revenues net of Direct Expenses reimbursed from those License Revenues.

"Net Site Agreement Development Revenues" means Site Agreement Development Revenues less Site Agreement Direct Expense Reimbursement and Site Agreement Capital Expense Reimbursement.

"Other Program Revenues" means any revenues received by City pursuant to any of: (a) any new fee or compensation structure established in connection with the relocation, conversion, or installation of outdoor advertising billboards pursuant to the Strategic Plan; (b) the existing fee relocation fee or consideration structure provided in the City's Policy Statement for Billboard Relocation Agreements, but only for relocations that result from the Contractor's Services; or (c) any other new fee or compensation structure with respect to outdoor advertising signs to be installed, relocated, or converted within the City pursuant to recommendations submitted by Contractor in connection with the Strategic Plan or the Contractor's recommendations with respect to the City's outdoor advertising regulations and policies.

"Site Agreement Development Revenues" means, for any period of time, the gross amount received by City and Contractor from sales of advertising on a Sign developed under a Site Agreement on account of that Sign.

2. Division and Payment of License Revenues.

2.1. License Revenues collected by Contractor (during the Term) or the City (after the Term) during the License Revenue Share Period for each Sign Location under a License Agreement shall be applied in the following order:

- (a) First, to reimbursement of Contractor's accrued and unreimbursed Direct Expenses;
- (b) Then, to pay the License Revenue Share due to each of the City and Contractor.

2.2. Contractor and the City will be entitled to receive the Net License Revenues remaining after reimbursement of Direct Expenses as follows: 70% to the City and 30% to Contractor, unless otherwise agreed to by both parties. **"License Revenue Share"** means, with respect to each party, that party's allocated portion of Net License Revenues.

2.3. Any amounts paid by a Licensee that are specifically designated in the License Agreement, by court order, or by agreement of the City and Contractor for the reimbursement of Direct Expenses or expenses incurred by the City will be applied or distributed to pay those expenses.

2.4. Contractor's right to receive License Revenue Share on account of each Licensed Sign Location will survive the end of the Term for the License Revenue Share Period applicable to each Sign Location for which a License Agreement is signed.

2.5. During the Term, on a quarterly basis, Contractor shall pay to the City the City's License Revenue Share due on account of all Net License Revenues, together with a statement for the applicable period showing: (a) the License Revenues received under each License Agreement; (b) the Direct Expense reimbursements withheld by Contractor; (c) the net disbursement to the City; and (d) any accrued Direct Expenses remaining unreimbursed. No inadvertent omission from any statement or invoice of any amount Contractor may be entitled to retain or receive will be deemed to constitute a waiver of Contractor's right to retain or receive that amount.

2.6. After the Term and for the balance of the License Revenue Share Period for each Sign Location under a License Agreement, the City shall provide a monthly report to Contractor of all License Revenues received for the preceding calendar month within 15 days after the end of the month, plus a statement of any Direct Expenses incurred by the City with respect to the applicable Sign Locations. Contractor shall invoice the City for Contractor's License Revenue Share based on the City's report, and the City shall pay Contractor the amount due within 30 days after receipt of Contractor's invoice.

3. **Division and Payment of Site Agreement Development Revenues.**

3.1. Site Agreement Development Revenues are not included in License Revenues, and Contractor will not be entitled to any License Revenue Share based on the City's share of Net Site Agreement Development Revenues. The payment of Net Site Agreement Development Revenues to each party will be governed by the applicable Site Agreement, based on terms conforming to the requirements of this Section 3 and the provisions of Section 5.B of Exhibit A.

3.2. If the Sign under a Site Agreement has one or more digital sign faces at least 14' in height by 48' in width, and is located adjacent to US Highway 101 or Interstate Highway 237 ("**Premium Digital Faces**"), the Site Agreement will require Contractor to pay City the greater of (a) a share of Site Agreement Development Revenues determined by allocating to City 55% (unless agreed to otherwise by both parties) of the net Site Agreement Development Revenues remaining after deduction of Site Agreement Direct Expense Reimbursement and Site Agreement Capital Expenditure Reimbursement or (b) an annual minimum payment according to the following schedule of rates (which reflects rates for a Sign with two Premium Digital Faces), beginning when the Sign is first put into service:

US-101 Locations:

Year 1:	\$200,000
Years 2-5:	\$250,000
Years 6+:	Adjusted based on change in CPI

I-237 Locations:

Year 1:	\$100,000
Years 2-5:	\$125,000
Years 6+:	Adjusted based on change in CPI

3.3. The amount, if any, required to increase the total amount paid to the City under the Site Agreement in each year to the annual minimum for that year will be payable in arrears after the end of the applicable year and reconciliation of the net Site Agreement Development Revenues to the annual minimum. If a Sign is constructed with only one Premium Digital Face, the annual minimum payment required by the Site Agreement will be half the amount set forth in Section 3.2 above.

3.4. For any other kind of Sign built under a Site Agreement (including Signs with digital faces that do not conform to the definition of Premium Digital Faces), the Site

Agreement will require Contractor to pay City 55% (unless otherwise agreed to by both parties) of the net Site Agreement Development Revenues remaining after deduction of Site Agreement Direct Expense Reimbursement and Site Agreement Capital Expenditure Reimbursement, and City and Contractor will determine whether a minimum annual fee similar to the fees described above for Premium Digital Faces will apply as part of the process of evaluating and approving that Sign Location for development under a Site Agreement and approval of the Site Agreement.

3.5. City and Contractor may agree to different economic terms based on the circumstances of the proposed Sign Location. Any payments to third party landlords will be from the City's share of net Site Agreement Development Revenues.

4. **Sharing of Other Program Revenues.** If the City receives any Other Program Revenues during an Other Program Revenue Sharing Period, the City shall pay Contractor the amount that is no more than or up to thirty percent (30%) of those Other Program Revenues within thirty (30) days after the end of the calendar month in which those Other Program Revenues were received. The "**Other Program Revenue Sharing Period**" for each Sign Location generating Other Program Revenues will be the 25 year period beginning on the date the first payment of Other Program Revenues is made with respect to the Sign Location in question. The City's obligations under this Section 4 survive the end of the Term.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
ALL VISION, LLC**

EXHIBIT C

INSURANCE COVERAGE 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
\$1,000,000 general aggregate
\$1,000,000 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 minimum policy limits 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.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars (\$1,000,000) policy limit Illness/Injury by disease, and one million dollars (\$1,000,000) for each Accident/Bodily Injury.
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.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
by and between the
CITY OF SANTA CLARA, CALIFORNIA
and
ALL VISION, LLC

EXHIBIT D

ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO
AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.
 2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to purchase and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
by and between the
CITY OF SANTA CLARA, CALIFORNIA
and
ALL VISION, LLC

EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

ALL VISION, LLC

By: _____

Signature of Authorized Person or Representative

Name: _____

Greg Smith

Title: _____

CEO

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

STATE OF NEW YORK

COUNTY OF Orange

On the 26th day of MARCH in the year 2015 before me personally came GREG SMITH to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in 420 Lexington Ave. NY (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they is (are) the CEO (president or other officer or director or attorney in fact duly appointed) of the ALL VISION, LLC (name of corporation), the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.

Rosemarie Karg

Notary Public # 01KA6316667

Printed Name: Rosemarie Karg

My Commission Expires:

December 22, 2018

Browser window showing the Elix website. The address bar displays: <https://www.elixcerts.com/ELICCS/Insured/managedinsured.aspx>. The browser tabs include: InfoMap 2, Transparent California, GSO - Priority Overnight, Superior Court of Californ..., and Elix EPO Certificate of Ins...

The Elix website header shows the logo and a navigation bar with links: Home, Insured Tasks, View, and Insured. The user is logged in as "Welcome flutney".

The left sidebar contains a search bar and a list of filters: Insured Name, Account Number, and Active Records Only. Below these are sections for Insured Tasks, Admin Tools, View, and a list of links: Insured, Notes, History, Deficiencies, Coverages, Requirements, Add, and Help.

The main content area displays the "Insured" page for "AT Vision LLC (S200003168)". The page shows the following information:

Insured	
Name:	AT Vision LLC
Account Number:	S200003168
Address:	1605 Shea Center Drive, Suite 250, Highlands Ranch, CO, 80129
Status:	Currently in Compliance.

Below this is a detailed view of the insured information, including account information, address information, and a list of insured addresses.

Account Information	
Account Number:	S200003168
Risk Type:	Exhibit C1 - Service Contract <\$50,000
Do Not Call:	<input type="checkbox"/>
Address Updated:	<input type="checkbox"/>

Address Information	
Mailing Address	Physical Address
Insured	AT Vision LLC
Address 1:	1605 Shea Center Drive
Address 2:	Suite 250
City:	Highlands Ranch



Agenda Report

19-072

Agenda Date: 7/9/2019

REPORT TO COUNCIL

SUBJECT

Consideration of Silicon Valley Power Quarterly Strategic Plan Update

BACKGROUND

On December 4, 2018, Council adopted a Strategic Plan ("Plan") for the City's Electric Utility Department, dba Silicon Valley Power (SVP). SVP is making quarterly updates to Council on the implementation of the Plan in the form of a Power Point Presentation. This is the second of those updates. Staff has scheduled future quarterly updates for September and December and will provide updates with advancing the Plan and current conditions within this industry.

SVP is a recognized industry leader with a strong history and reputation of providing excellent customer service. The electric industry is rapidly changing and undergoing a fundamental transformation shifting from a centralized resource grid toward an increasing decentralized electrical grid with distributed energy resources with more renewables (e.g. wind, solar), shifting variability in supply, and greater customer choice.

To maintain our competitive advantage and respond to these changes, the City adopted the Plan to ensure continued growth and actions that support our mission. SVP must focus on offering our customers products and services that are innovative, intuitive and engaging. The report to be presented to Council will provide an update on the implementation of the Plan as well updating Council on the current status of the utility and the current opportunities and challenges it is facing.

DISCUSSION

Staff has completed or is currently working on over half of the 30 initiatives included in the Plan. Two of the initiatives, the Electric Vehicle Blueprint and the Integrated Resource Plan, have been brought to Council for approval. The report will include updates on SVP's sales and financial position for the fiscal year, wildfire issues and current legislative and regulatory issues.

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

Implementation of certain elements of the Strategic Plan will require funding that will be appropriated through the normal budget process.

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

Note and file the Silicon Valley Power Quarterly Strategic Plan Update.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager



Agenda Report

19-763

Agenda Date: 7/9/2019

REPORT TO COUNCIL

SUBJECT

Public Hearing: Actions on Gateway Crossings project located at 1205 Coleman Avenue including General Plan Amendment to Santa Clara Station Very High Density Residential (51-120 du/ac) with a minimum commercial Floor Area Ratio (FAR) of 0.20, revision to the Climate Action Plan to add Transportation Demand Management (TDM) goals for the new land use designation, creation of a new Very High Density Mixed Use Zoning District and Rezoning to that District, Vesting Tentative Subdivision Map, Development Agreement, Environmental Impact Report (EIR), and Mitigation Monitoring and Reporting Program (MMRP)

BACKGROUND

The applicant is requesting land use entitlements to allow the future development of 1,565 multi-family dwelling units, a 152,000 square foot hotel with 225 rooms, 45,000 square feet of ground floor supporting retail, surface and structured parking, private streets, landscaped open space, on- and off-site public and private right-of-way improvements and associated site infrastructure (Gateway Crossings Project). The project includes the dedication, development and maintenance of two public parks totaling 2.6 acres with the largest park being 2.1 acres in size. The applicant proposes to develop the project in two phases as regulated by a Development Agreement, with the hotel included in the first phase.

The project site consists of two parcels, totaling 21.4 acres, located at the southwest corner of Coleman Avenue and Brokaw Road. The majority of the site (20.4 acres) is located in the City of Santa Clara and the Santa Clara Station Focus Area (APN: 230-46-069). A 1.0 acre portion at the southeastern corner of the site is located in the City of San Jose (APN: 230-46-070).

Requested land use entitlements include:

- General Plan Amendment from the existing Santa Clara Station Regional Commercial, Santa Clara Station High Density Residential and Santa Clara Station Very High Density Residential to a new designation of Santa Clara Station Very High Density Residential (51-120 du/ac) with a minimum commercial FAR of 0.2;
- Amendment to the General Plan Land Use Map for the Santa Clara Station Focus Area to reflect the General Plan change;
- Revision to the Climate Action Plan to add TDM goals for the new land use designation;
- Amendment to the City's Zoning Code to create a new Very High Density Mixed Use Zoning District;
- Rezoning of the project site from Light Industrial (ML) to Very High Density Mixed Use (VHDMU);
- Vesting Tentative Subdivision Map; and
- Development Agreement

Planning application files for the proposed project include: PLN2016-12318, PLN2016-12321, PLN2016-12481 and CEQ2016-01025.

The project was previously considered by the Planning Commission on November 11, 2018 and by the City Council on December 4, 2018 and May 21, 2019. At the May 21, 2019 Council meeting, following presentations by staff and the applicant and public testimony, the Council continued the public hearing on the project to the July 9, 2019 City Council hearing.

DISCUSSION

As discussed in staff reports provided to the City Council prior to the December 4, 2018 and May 21, 2019 City Council hearings, staff and the Planning Commission determined that the project is consistent with applicable City policies and recommended approval. The applicant received input from the City Council and community members at those Council meetings, as well as through additional community outreach, and has made modifications to the project consistent with the parameters previously analyzed in the Draft Environmental Impact Report (EIR) that was circulated for public review. These modifications address specific site design and operational issues and do not alter the project's overall consistency with City policies as previously analyzed.

At the May 21 City Council hearing, the Council discussed and generally agreed that the applicant should:

- Increase the amount of retail in the project;
- Offer a longer lease term to the Police Athletics League (PAL) with options for renewal; and
- Provide a plan illustrating pedestrian connections from the project to the train station and to Avaya Stadium.

Community members speaking at the May 21 hearing raised a variety of concerns, including potential shading of the park areas by adjacent buildings and the importance of creating a "placemaking" destination at the project site. The City Council also considered potential redesign of the project to address community requests to reduce the project "block size" by utilizing buildings designed with smaller footprints and to replace private open spaces interior to building podiums with more common open space at a single location. The majority of the Council did not express support for this level of redesign. In addition, the councilmembers indicated that a significant redesign of the project would not be necessary and that the project should be able to proceed without an additional recirculation of the project EIR.

On June 19, 2019 the applicant submitted a revised project description with the following changes:

- Increases the amount of retail space by 20,000 square feet to a total of 45,000 square feet of ground level retail space (including 7,500 square feet to be leased to PAL).
- Amends the term of the lease offered to PAL to include two 5 year extensions, resulting in a 20-year lease agreement for use of 7,500 square feet of the retail space at a payment of one dollar (\$1.00) per month.
- Reduces the residential unit count from 1,600 to 1,565 dwelling units and the residential density from 74.8 to 73.1 units per acre. The change in unit count reduces the number of affordable units from 160 units to 157. This reduction is necessary to offset the increased commercial square footage and stay within the level of traffic analyzed in the project EIR.
- Reduces the hotel from 162,000 square feet to 152,000 square feet within the same building

footprint and eight floor building height. Hotel room count remains the same with 225 rooms and construction within Phase 1 of project development

- Modifies the site design and building form to reduce shade effects onto the park and create public and private view corridors into the neighborhood park and private amenity space that overlooks the linear park.

Changes in the hotel, residential and commercial components of the project are detailed in Attachment 6. The revised Development Plans are provided as Attachment 19. A Pedestrian Connectivity Diagram is provided as Attachment 20.

These changes are in addition to the applicant's earlier modifications of the project in response to the Council and community input. For the May 21 City Council meeting, the applicant had revised the project to:

- Increase retail by 10,000 square feet to a total of 25,000 square feet;
- Commit 7,500 square feet of the retail space to be leased to PAL for 10 years at one dollar (\$1.00) per month;
- Add a 0.5 acre linear park for a total of 2.6 acres of dedicated park land;
- Include the proposed hotel in Phase 1 of the project;
- Reduce the size of the hotel from 182,000 square feet to 162,000 square feet;
- Reduce the amount of parking from 2,806 to 2,599 spaces (parking for the hotel was reduced from 1 space per room to 0.8 per room); and
- Add variation in building heights and improved architectural detail.

Other modifications to the project were made through the City's review process including an increase in the percentage of affordable units on-site, an increase in the overall number of residential units and various modifications to site design and project architecture.

The proposed changes to the project directly respond to the City Council discussion at the May 21 Council meeting by significantly increasing the amount of retail space and by adding an option for the PAL lease. Consistent with community input, the new retail space would be located along the park area extending perpendicular to the train station. While the new retail square footage is partially offset by a reduction in the hotel square footage, the project would continue to be consistent with the requirement for a 0.2 Floor Area Ratio (FAR) of commercial area to site area.

While the reduction in overall unit count is somewhat counter to earlier community input, this reduction was necessary to avoid potential new environmental impacts that could result from added retail and prompt recirculation of the project EIR. The project density is only slightly affected by this change and the project would retain an overall urban character and make a significant contribution to the City's housing supply.

As noted above, the revised project also includes changes to the orientation of Buildings 3 and 4 above the podium level of each structure. Building 3 was previously divided in two halves separated by amenity space with a seven-story element and a 13-story tower element. The revised design of Building 3 is a single structure above the podium that tiers in height from seven to eight stories. Building 4 was redesigned to consolidate from three building elements ranging in height from six to 13 stories to two building elements, a 13-story tower and a seven to eight story tower.

The revised project retains the 2.1 acre neighborhood park and 0.5 acre linear park in the same locations and configurations. Providing two park areas will support placemaking efforts by allowing each park area to have a different character that would collectively support a larger variety of outdoor activities, as well as allowing more landscaping and sunlight within the project interior. The proposal also retains the “Tavern on the Green” style restaurant interfacing the neighborhood park and contributes to place-making goals for the project site in concert with the added retail and pedestrian promenade fronting the linear park between Buildings 3 and 4. The restaurant and added retail floor area further support placemaking goals by placing active uses open to the public adjacent to the two public parks.

The Pedestrian Connectivity Diagram illustrates that the project has multiple pedestrian paths through the project site that align with the access paths to the Caltrain station, with signalized intersections at adjoining streets and with the primary pedestrian pathways through the adjacent Coleman Highline project. The sidewalk widths along Champions Drive through the Coleman Highline project are 20' on the northern side and 5'6" on the southern side. The project is conditioned to provide off-site street improvements along the Brokaw frontage so that there is a continuous pedestrian connection along Brokaw Road.

Conclusion

The applicant has made significant modifications and improvements to the project design as a result of the City's review and public hearing process. The revised project directly addresses input from the prior City Council hearings and would continue to advance City goals and objectives, including those identified in the General Plan. Staff recommends approval of the current project.

ENVIRONMENTAL REVIEW

A Draft Environmental Impact Report (DEIR) was prepared and circulated for public and agency review in accordance with California Environmental Quality Act (CEQA) requirements. The DEIR identified potentially significant impacts with project development that with the implementation of mitigation measures specified in the Mitigation Monitoring and Reporting Program would be reduced to less than significant.

CEQA Findings and Statement of Overriding Considerations have been prepared for the significant impacts identified with project development that would not be reduced to less than significant with mitigation applied. Responses to comments on the DEIR and have been prepared and are incorporated in the Final EIR. The DEIR, FEIR and FEIR Exhibits constitute the EIR for the Project. Attachment 7 provides the web link for access to the CEQA documents for the project.

An analysis of the environmental impacts of the revised project (1,565 residential units, 152,000 square foot hotel, and 45,000 square feet of supporting commercial uses), was completed comparing the effects of the revised proposal with those identified in the Draft EIR. The analysis found that the revised project would not result in new or substantially more significant impacts than disclosed previously in the Draft EIR circulated for public review; and would not require recirculation of the DEIR. A description of the revised project and analysis of the environmental impacts are incorporated into the Final EIR as supplemental text revisions, dated June 26, 2019, and are provided as Attachment 8.

FISCAL IMPACT

There is no cost to the City for processing of the proposed entitlement actions other than

administrative staff time and expense which are offset by permit application fees.

COORDINATION

This report has been coordinated with the City Attorney's Office and the Finance Department.

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 approve and Certify an Environmental Impact Report (EIR) and adopt CEQA Findings and a Statement of Overriding Considerations (SOC) and the Mitigation Monitoring and Reporting Program (MMRP);
2. Adopt a resolution to approve the General Plan Amendment #87 from Regional Commercial, High Density Residential and Very High Density Residential to Very High Density Residential with a minimum commercial FAR of 0.2 with an allowable density of 51 du/ac to 120 du/ac; amendment to the General Plan Land Use Map for the Santa Clara Station Focus Area to reflect the General Plan change; and revision to the Climate Action Plan to add TDM goals for the new land use designation;
3. Introduce an ordinance to approve the Rezone from Light Industrial (ML) to Very High Density Mixed Use (VHDMU) to allow phased construction of a mixed use development consisting of 1,565 residential units, 152,000 square foot hotel, 45,000 square feet of supporting retail, park and open space, surface and structured parking facilities, private streets, and site improvements, subject to conditions;
4. Adopt a resolution to approve the Vesting Tentative Subdivision Map for the purpose of developing four mixed use parcels, two commercial parcels, two dedicated park parcels, and six common lots for site access/circulation and utility corridors to serve the development; and
5. Introduce an Ordinance to approve the Development Agreement.
6. Provide direction to staff to work with the applicant to make further revisions to the project and return to the City Council for reconsideration at some point in the future.
7. Deny the requested land use entitlements.

RECOMMENDATION

Alternatives 1, 2, 3, 4 and 5:

1. Adopt a resolution to approve and Certify an Environmental Impact Report (EIR) and adopt CEQA Findings and a Statement of Overriding Considerations (SOC) and the Mitigation Monitoring and Reporting Program (MMRP);
2. Adopt a resolution to approve the General Plan Amendment #87 from Regional Commercial, High Density Residential and Very High Density Residential to Very High Density Residential with a minimum commercial FAR of 0.2; amendment to the General Plan Land Use Map for the Santa Clara Station Focus Area to reflect the General Plan change; and revision to the Climate Action Plan to add TDM goals for the new land use designation;
3. Introduce an ordinance to approve the Rezone from Light Industrial (ML) to Very High Density Mixed Use (VHDMU) to allow phased construction of a mixed use development consisting of 1,565 residential units, 152,000 square foot hotel, 45,000 square feet of supporting retail, park and open

space, surface and structured parking facilities, private streets, and site improvements; subject to conditions;

4. Adopt a resolution to approve the Vesting Tentative Subdivision Map for the purpose of developing four mixed use parcels, two commercial parcels, two dedicated park parcels and six common lots for site access/circulation and utility corridors to serve the development; and
5. Introduce an Ordinance to approve the Development Agreement.

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. City Council Agenda Report of May 21, 2019
2. Planning Commission Excerpt Meeting Minutes of November 14, 2018
3. Planning Commission Staff Report of November 14, 2018
4. Project Data Table
5. Applicant Letter of Justification
6. Changes to Project Proposal
7. The Gateway Crossings CEQA Documents (DEIR, FEIR, Post FEIR Comments and Responses to Late Comments, Supplemental Text Revisions to the FEIR - May 14, 2019, and MMRP)
8. Supplemental Text Revisions to the Gateway Crossings Project FEIR - June 26, 2019
9. CEQA Findings and Statement of Overriding Considerations (SOC)
10. Resolution Certifying the Final EIR and Adoption of the SOC and MMRP
11. Development Agreement
12. Development Agreement Ordinance
13. Resolution Approving the General Plan Amendment
14. Rezoning Ordinance
15. Conditions of Rezoning Approval
16. Vesting Tentative Subdivision Map
17. Resolution Approving a Vesting Tentative Subdivision Map
18. Conditions of Vesting Tentative Subdivision Map Approval
19. Development Plans
20. Pedestrian Connectivity Diagram



Agenda Report

19-1634

Agenda Date: 5/21/2019

REPORT TO COUNCIL

SUBJECT

Public Hearing: Actions on Gateway Crossings project located at 1205 Coleman Avenue including General Plan Amendment to Santa Clara Station Very High Density Residential (51-120 du/ac) with a minimum commercial Floor Area Ratio (FAR) of 0.20, revision to the Climate Action Plan to add Transportation Demand Management (TDM) goals for the new land use designation, creation of a new Very High Density Mixed Use Zoning District and Rezoning to that District, Vesting Tentative Subdivision Map, Development Agreement, Environmental Impact Report (EIR), and Mitigation Monitoring and Reporting Program (MMRP)

BACKGROUND

The Gateway Crossing projects was considered by the Planning Commission on November 14, 2018. The Planning Commission voted unanimously to recommend approval of the project subject to additional requirements for increased density ranges, and additional climate action plan measures. Full details of the Planning Commission recommendations can be found in the previous City Council agenda report (Attachment #1).

The project was presented at the City Council meeting on December 4, 2018. Staff provided an overview of the development proposal, project benefits and concerns raised by the community at the Planning Commission meeting; which included the desire to see the proposed hotel constructed in an early phase of the project and requests for increased density, enhanced building architecture, and expanded community engagement. The staff report for the December 4 hearing is provided as Attachment #2.

Following presentations by staff and the applicant, 19 members of the public spoke on the project. Three individuals expressed support for the project as proposed. Thirteen individuals stated their opposition to the current proposal and views that the project was not ready for approval due to insufficient public engagement, the project architecture needed to be enhanced, the residential density could have been maximized, additional parking or measures to address traffic were necessary, and that the hotel construction should commence at the outset rather than a later phase.

Upon questions by City Council, Erica Roeks, representing the Valley Transportation Authority (VTA), confirmed that VTA has no plans to acquire any of the property on the project site for Bay Area Rapid Transit (BART) operations and is committed to construction of BART facilities as conveyed in the BART Phase II certified EIR. A follow-up letter from VTA is provided as part of the Correspondence received to date in Attachment 20.

Staff clarified that outreach for the project conformed to the City's public outreach policy with notices sent using a 1,000 foot notification area for public mailings and posting of three community meetings and public hearings for the project. Also, that additional outreach was provided through social media

and connecting directly with leadership of the Old Quad Neighborhood Association.

The applicant concluded their presentation emphasizing that they had followed City procedure and with a discussion of the ramifications of increased density on the site. Specifically, the applicant stated that increased density would require a change to Type 1 building construction resulting in costlier construction which needs increased unit rents not supported by the current market. The applicant also requested a reduction in the minimum commercial FAR requirement from 0.20 to 0.17 or 1.5 should development of the hotel be required to occur as part of the second phase of the project.

The applicant agreed to expand public outreach with the residents of the Old Quad. The City Council then took action to continue the item until the February 5, 2019 City Council meeting in order to have the applicant conduct a community meeting including the Old Quad neighborhood. During the City Council discussion, the Council expressed interest in addressing community desires to see increased density on the site, an enhanced architectural treatment including in particular the portion of the project oriented toward the Santa Clara Caltrain station, and a commitment by the developer to construct the proposed hotel in the first phase of the project.

DISCUSSION

The project site consists of two parcels totaling 21.4 acres located at the southwest corner of Coleman Avenue and Brokaw Road. The majority of the site (20.4 acres) is located in the City of Santa Clara and the Santa Clara Station Focus Area (APN: 230-46-069). A 1.0 acre portion at the southeastern corner of the site is located in the City of San Jose (APN: 230-46-070).

The applicant is requesting the following entitlements to facilitate development of the proposal :

- General Plan Amendment from the existing Santa Clara Station Regional Commercial, Santa Clara Station High Density Residential and Santa Clara Station Very High Density Residential to a new designation of Santa Clara Station Very High Density Residential (51-120 du/ac) with a minimum commercial FAR of 0.2;
- Amendment to the General Plan Land Use Map for the Santa Clara Station Focus Area to reflect the General Plan change;
- Revision to the Climate Action Plan to add TDM goals for the new land use designation;
- Amendment to the City's Zoning Code to create a new Very High Density Mixed Use Zoning District;
- Rezoning of the project site from Light Industrial (ML) to Very High Density Mixed Use (VHDMU);
- Vesting Tentative Subdivision Map; and
- Development Agreement

Planning application files for the proposed project include: PLN2016-12318, PLN2016-12321, PLN2017-12481 and CEQ2016-01025.

The proposed phased development submitted to the City on April 15, 2019, as revised following expanded community involvement, includes 1,600 multi-family dwelling units, a 162,000 square foot hotel with 225 rooms, 25,000 square feet of ground floor supporting retail, surface and structured parking, private streets, landscaped open space, on- and off-site public and private right-of-way improvements, and site infrastructure to support the development. The project includes the

dedication, development and maintenance of two parks totaling 2.6 acres with the largest park being 2.1 acres in size.

Subsequent Community Outreach Meetings

Per the Council feedback additional community meetings were held. Two community meetings were held by the applicant at the Locatelli Student Activity Center on the Santa Clara University campus following the December 4, 2018 Council meeting. Notices of both meetings were provided to property owners within the Old Quad neighborhood, which encompasses approximately 4,800 properties, and were also posted on social media.

The first meeting was conducted on January 16, 2019 at 6:00 p.m. and was attended by 50 individuals. The applicant presented potential changes in the commercial floor area, residential unit count, parking ratios, park area, hotel phasing, building height, architecture and massing; the purpose of which was to engage a discussion and provide input for further refinement of the project consistent with the parameters analyzed in the circulated Draft Environmental Impact Report (DEIR). Community input focused on the desire to see increased residential density on the site and affordable housing units, park space and amenities (e.g. rooftop bar/restaurant) accessible to the community; and parking availability to park users and retail customers. Concerns were expressed that the project is designed to be inward facing with retail centered around the park. Some individuals also shared concerns that increases in residential density would worsen traffic conditions.

The second meeting took place on March 12, 2019 at 6:00 p.m. and was attended by 23 individuals. The developer highlighted changes made to the project in response to public input and presented two new alternatives for the public to review. The presented changes included an increase in commercial floor area; retail options in the park that have the potential to decrease park space; reduction in hotel size with the potential to affect room count; and breaks in building mass and the creation of view corridors into and through the site. Individuals overwhelmingly expressed the desire for larger park area over increased retail space and residential density as well as general support for construction of the hotel in the first phase with 225 rooms and residential unit count of 1,600 units within the project. Some attendees also expressed a desire to see micro-units integrated in the mix of residential unit types as an affordable housing option.

Revised Plans

In response to the feedback received by Council and the community, as well as the parameters previously analyzed in the circulated DEIR, the applicant has revised the project to include changes in the site layout and intensity of commercial development.

Changes in the hotel, residential and commercial components of the project are detailed in Attachment 6. The following is a summary of the changes to the project from the previous proposal as illustrated in the proposed Development Plans.

The proposed changes include:

- Reductions in resident and hotel parking
- Increased at-grade ancillary retail floor area
- Added park area
- Refinement of building architecture
- Modulations in building height among structures

- A commitment through the project Development Agreement to construct the hotel in the first phase of the project.

The project retains the 1,600 residential units but with a lower parking ratio of 1.2 spaces per unit, where 1.4 was previously presented. While the unit number is unchanged, the project now includes two residential high-rise towers, rather than one, allowing for more ground level open space.

The project retains the 225-room hotel with rooftop amenity deck, but the building architecture was revised to lower the height to eight stories, where 13 stories was previously proposed, and a lower parking ratio of 0.8 spaces per guest room, where 1 space per guest room was previously proposed. In addition, while the prior proposal did not make a commitment for the timing of the hotel, the proposed Development Agreement now includes a requirement that the hotel be built in the first phase of the project. Specifically, the developer has agreed that no building permit shall be issued for the construction of the second residential building in phase one, unless and until a building permit has first been issued for the hotel and construction activities started on the hotel.

The project increases commercial floor area from 15,000 to 25,000 square feet and includes a "Tavern on the Green" style restaurant on the centrally located 2.1-acre neighborhood park, facing Brokaw Road and retail flanking public park space. Parking for the commercial uses meet the minimum requirement of one space per 200 square feet of retail space, consistent with the previous proposal. The revised site plan adds a 0.46-acre linear park and promenade between Buildings 3 and 4, perpendicular to Champions Parkway and oriented toward the Santa Clara Caltrain station. The linear park and promenade along with a redesign of Buildings 3 and 4 modulate massing and scale of the structures and provide a viewshed into the site from the rail corridor (see Attachment 22).

The revised plans have been analyzed with regards to the issues raised at the December 4, 2018 City Council meeting and community meetings on January 16 and March 12, 2019. The issues raised are as follows:

Density: Increasing density up to 120 du/ac for a total of 2,568 units would trigger additional park/open space and on-site parking requirements that would require significant revisions to the site plan and a new evaluation of environmental considerations and recirculation of the CEQA document to disclose any new impacts associated with the increased density. The applicant's revised proposal includes 1,600 residential units. The revised plans are consistent with the impacts discussed in the environmental analysis as circulated through the EIR prepared for the project.

Hotel Phasing: The developer has modified the terms of the proposed Development Agreement to require that the proposed hotel be constructed as part of the first phase of the project. Specifically, the Development Agreement would require the developer obtain issuance of a building permit for the hotel prior to initiating construction on the second residential building in Phase 1 of the project.

Park Design: The revised project includes modifications to the proposed public park areas that would increase the total park acreage by approximately 0.5 acres by creating a secondary paseo/park element on the portion of the site closest to the Caltrain station access. Providing two park areas will support placemaking efforts by allowing each park area to have a different character that would collectively support a larger variety of outdoor activities, as well as allowing more landscaping and sunlight within the project interior.

Commercial Use / Retail: The proposed commercial components of the project have been modified to include construction of a restaurant on the project's Brokaw Road frontage at the western end of the neighborhood park and the first floor elevations of Buildings 3 and 4 fronting the linear park. The restaurant and added retail floor area are intended to support placemaking goals by placing active uses open to the public adjacent to the two public parks.

Staff Recommendation

The staff recommendation is presented below as Alternatives 1, 2, 4, 6, and 7.

The staff recommendation includes recommendations made by the Planning Commission at their meeting on November 14, 2018 which have been agreed to by the applicant and are supported by staff. These include the Planning Commission recommendation for a higher allowable density range (51 du/ac to 120 du/ac) within the General Plan Amendment resolution and Zoning Code Amendment ordinance, a 10% inclusionary affordable housing requirement, enhanced TDM requirements, an increased number of bicycle parking spaces, the installation of electric outlets in the bicycle parking facilities, operation of car share and bicycle share programs, and provisions for electric scooter parking.

ENVIRONMENTAL REVIEW

Environmental consultants, David J. Powers & Associates, Inc., prepared a Draft Environmental Impact Report (DEIR) in accordance with California Environmental Quality Act (CEQA) requirements. The DEIR analyzed two development scenarios for the project site:

Option 1: Construct up to 1,400 residential dwelling units and up to 215,000 square feet of commercial uses, or

Option 2: Construct up to 1,600 residential dwelling units and up to 215,000 square feet of commercial uses

The proposed project is Option 2.

The CEQA process and conclusions of the environmental analysis are discussed in more detail in the attached Report to the Planning Commission (Attachment #3).

An analysis of the environmental impacts of the revised project (1,600 residential units and 187,000 square feet of commercial uses), was completed comparing the effects of the revised proposal with those identified in the Draft EIR. The analysis found that the revised project would not result in new or substantially more significant impacts than disclosed previously in the Draft EIR circulated for public review. A description of the revised project and analysis of the environmental impacts are incorporated into the Final EIR as supplemental text revisions provided as Attachment 9.

FISCAL IMPACT

There is no cost to the City on the proposed entitlement actions other than administrative staff time and expense which are offset by permit application fees. A broader analysis is provided in the prior Council agenda report (Attachment #1).

COORDINATION

This report has been coordinated with the City Attorney's Office and the Finance Department.

PUBLIC CONTACT

On May 10, 2019, the notice of the public hearing for this item was posted within 300 feet of the project site and mailed to property owners within 1,000 feet of the project site and to approximately 4,800 properties within the Old Quad. A notice was published in the Weekly on May 8, 2019. The full administrative record is available for review during normal business hours in the Planning Division office at City Hall.

Public contact was also 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.

To date, the Planning Division has received 31 letters in support of the project and are included in Attachment 20.

ALTERNATIVES

1. Adopt a resolution to approve and Certify an Environmental Impact Report (EIR) and adopt CEQA Findings and a Statement of Overriding Considerations (SOC) and the Mitigation Monitoring and Reporting Program (MMRP);
2. Adopt a resolution to approve the General Plan Amendment #87 from Regional Commercial, High Density Residential and Very High Density Residential to Very High Density Residential with a minimum commercial FAR of 0.2 with an allowable density of 51 du/ac to 120 du/ac; amendment to the General Plan Land Use Map for the Santa Clara Station Focus Area to reflect the General Plan change; and revision to the Climate Action Plan to add TDM goals for the new land use designation;
3. Introduce an ordinance to approve the Rezone from Light Industrial (ML) to Very High Density Mixed Use (VHDMU) to allow phased construction of a mixed use development consisting of 1,600 residential units, 182,000 square foot full-service hotel, 15,000 square feet of supporting retail, park and open space, surface and structured parking facilities, private streets, and site improvements, subject to conditions;
4. Introduce an ordinance to approve the Rezone from Light Industrial (ML) to Very High Density Mixed Use (VHDMU) to allow phased construction of a mixed use development consisting of 1,600 residential units, 162,000 square foot hotel, 25,000 square feet of supporting retail, park and open space, surface and structured parking facilities, private streets, and site improvements; subject to conditions that include additional pedestrian, decorative paving and landscape enhancements to the 30-foot wide north-south private street on the west side of the public park and Building 2 that connects Brokaw Road to Champions Way; or
5. Introduce an ordinance to approve the Rezone from Light Industrial (ML) to Very High Density Mixed Use to allow phased construction of a mixed use development consisting of 1,400 residential units, 182,000 square foot full-service hotel, 15,000 square feet of (VHDMU) supporting retail, park and open space, surface and structured parking facilities, private streets, and site improvements, subject to conditions;
6. Adopt a resolution to approve the Vesting Tentative Subdivision Map for the purpose of developing four mixed use parcels, two commercial parcels, two dedicated park parcels, and

- six common lots for site access/circulation and utility corridors to serve the development; and
7. Introduce an Ordinance to approve the Development Agreement.

RECOMMENDATION

Alternatives 1, 2, 4, 6, and 7:

1. Adopt a resolution to approve and Certify an Environmental Impact Report (EIR) and adopt CEQA Findings and a Statement of Overriding Considerations (SOC) and the Mitigation Monitoring and Reporting Program (MMRP);
2. Adopt a resolution to approve the General Plan Amendment #87 from Regional Commercial, High Density Residential and Very High Density Residential to Very High Density Residential with a minimum commercial FAR of 0.2; amendment to the General Plan Land Use Map for the Santa Clara Station Focus Area to reflect the General Plan change; and revision to the Climate Action Plan to add TDM goals for the new land use designation
4. Introduce an ordinance to approve the Rezone from Light Industrial (ML) to Very High Density Mixed Use (VHDMU) to allow phased construction of a mixed use development consisting of 1,600 residential units, 162,000 square foot hotel, 25,000 square feet of supporting retail, park and open space, surface and structured parking facilities, private streets, and site improvements; subject to conditions that include additional pedestrian, decorative paving and landscape enhancements to the 30-foot wide north - south private street on the west side of the public park and Building 2 that connects Brokaw Road to Champions Way;
6. Adopt a resolution to approve the Vesting Tentative Subdivision Map for the purpose of developing four mixed use parcels, two commercial parcels, two dedicated park parcels, and six common lots for site access/circulation and utility corridors to serve the development; and
7. Introduce an Ordinance to approve the Development Agreement.

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. City Council Agenda Report of December 4, 2018
2. Planning Commission Excerpt Meeting Minutes of November 14, 2018
3. Planning Commission Staff Report of November 14, 2018
4. Project Data Table
5. Applicant Letter of Justification
6. Changes to Prior Project Proposal
7. The Gateway Crossings CEQA (DEIR, FEIR, MMRP) Documents
8. Post FEIR Comments and Responses to Late Comments
9. Supplemental Text Revisions to the FEIR
10. CEQA Findings and Statement of Overriding Considerations (SOC)
11. Resolution Certifying the Final EIR and Adoption of the SOC and MMRP
12. Development Agreement
13. Development Agreement Ordinance
14. Resolution Approving the General Plan Amendment
15. Rezoning Ordinance
16. Conditions of Rezoning Approval
17. Vesting Tentative Subdivision Map
18. Resolution Approving a Vesting Tentative Subdivision Map

19. Conditions of Vesting Tentative Subdivision Map Approval
20. Correspondence as of December 4, 2018
21. Development Plans
22. Coleman Gateway Design Changes Diagram



City of Santa Clara

Meeting Minutes

Planning Commission

11/14/2018

6:00 PM

City Hall Council Chambers

6:00 PM STUDY SESSION

Confirmation of a Quorum

[18-1517](#)

Study Session: Ralph M. Brown Act

Assistant City Attorney Alexander Abbe gave a presentation on the Ralph M. Brown Act.

7:00 PM REGULAR MEETING

Call to Order

Chair Jain called the meeting to order at 7:00 p.m.

Present 7 - Vice Chair Raj Chahal, Commissioner Steve Kelly, Commissioner Yuki Ikezi, Chair Sudhanshu Jain, Commissioner Lance Saleme, Commissioner Anthony Becker, and Commissioner Shawn Williams

Pledge of Allegiance and Statement of Values

Roll Call

Present 7 - Vice Chair Raj Chahal, Commissioner Steve Kelly, Commissioner Yuki Ikezi, Chair Sudhanshu Jain, Commissioner Lance Saleme, Commissioner Anthony Becker and Commissioner Shawn Williams

DECLARATION OF COMMISSION PROCEDURES

Chair Jain read the Declaration of Commission Procedures.

CONTINUANCES/EXCEPTIONS

None.

CONSENT CALENDAR

A motion was made by Commissioner Ikezi, seconded by Commissioner Kelly that this item be approved,.

Aye: 4 - Vice Chair Chahal, Chair Jain, Commissioner Saleme, and Commissioner Becker

Absent: 2 - Commissioner Kelly, and Commissioner Ikezi

Abstained: 1 - Commissioner Williams

1.B [18-1519](#) Revised Planning Commission Meeting Minutes of August 22, 2018.

Recommendation: Approve Revised Planning Commission Minutes of the August 22, 2018 Meeting.

A motion was made by Commissioner Ikezi, seconded by Commissioner Kelly, that this item be Approved.

Aye: 6 - Vice Chair Chahal, Commissioner Kelly, Commissioner Ikezi, Chair Jain, Commissioner Saleme, and Commissioner Becker

Abstained: 1 - Commissioner Williams

CONSENT ITEMS PULLED FOR DISCUSSION

1.A [18-1473](#) Planning Commission Meeting Minutes of October 24, 2018.

Recommendation: Approve the Planning Commission Minutes of the October 24, 2018 Meeting.

This item was pulled by Chair Jain. Two changes were requested to be added to the meeting minutes: to indicate that Commissioner Jain pulled item 1.F (2931 El Camino Real) from the consent calendar for discussion; and to include a failed motion for an amendment to one of the motions in the record for item 2 (the Tasman East project). Revised meeting minutes do not need to come back to the Planning Commission for approval. A motion was made by Chair Jain, seconded by Commissioner Becker that this item be approved, with the two requested changes.

Aye: 6 - Vice Chair Chahal, Commissioner Kelly, Commissioner Ikezi, Chair Jain, Commissioner Saleme, and Commissioner Becker

Abstained: 1 - Commissioner Williams

PUBLIC PRESENTATIONS

None.

PUBLIC HEARING

2. [18-1303](#) Public Hearing: Action on Appeal of Zoning Administrator Denial of Minor Modification for the property at 1940 Avenida De Las Rosas

Recommendation: Alternative 1:

1. Overrule the appeal and uphold the Zoning Administrator's decision denying the minor modification.

Jerivett Ecalnir, Appellant spoke.

There were no other speakerers.

A motion was made by Vice Chair Chahal, seconded by Commissioner Ikezi, to sustain the appeal, overturn the Zoning Administrator's decision, and approve the minor modifications, based upon the following findings:

A. That there are unusual conditions applying to the land or building which do not apply generally in the same district, in that the property is located at a "T" Intersection, and strict conformance with the setback requirements of the Zoning Ordinance could present a traffic safety hazard to residents;

B. That the granting of the minor modification is necessary for the preservation and enjoyment of substantial property rights of the petitioner, in that the proposed expansion is consistent with and a logical expansion of the existing layout of the house;

C. That the granting of such modification will not materially and adversely affect the health, safety, peace, comfort or general welfare of persons residing or working in the neighborhood of the applicant's property, and will not be materially detrimental to the public welfare or injurious to property or improvements in said neighborhood. The proposed project is the minor expansion of an existing single-family residence, which presents no health and safety hazards, and the layout of the proposed expansion is designed so as to avoid privacy impacts to adjoining residents.

D. That the granting of the variance is in keeping with the purpose and intent of this the Zoning Ordinance. The intent of the Zoning Ordinance includes, inter alia, protecting the character and stability of residential areas, and to promoting the orderly and beneficial development of such areas. As designed, the proposed expansion would not create any burden on adjacent parcels, as indicated by the support of the neighbors for the project.

Aye: 7 - Vice Chair Chahal, Commissioner Kelly, Commissioner Ikezi, Chair Jain, Commissioner Saleme, Commissioner Becker, and Commissioner Williams

3. [18-526](#) Public Hearing: Actions on Gateway Crossings Project located at 1205 Coleman Avenue including a General Plan Amendment to Santa Clara Station Very High Density Residential (51-100 du/ac) with a minimum commercial FAR of 0.20, Creation of a new Very High Density Mixed-Use Zoning District and Rezoning to that District, Vesting Tentative Subdivision Map, Development Agreement, Environmental Impact Report, and Mitigation Monitoring and Reporting Program

Recommendation: Alternatives 1), 2), 4), 6), and 7):

That the Planning Commission adopt resolutions for the Gateway Crossings Project located at 1205 Coleman Avenue recommending that the City Council:

- 1) Approve and Certify an Environmental Impact Report (EIR) and adopt CEQA Findings and a Statement of Overriding Considerations (SOCs) and the Mitigation Monitoring and Reporting Program (MMRP);
- 2) Approve the General Plan Amendment #87 from Regional Commercial, High Density Residential and Very High Density Residential to Very High Density Residential with a minimum commercial FAR of 0.2; amendment to the General Plan Land Use Map for the Santa Clara Station Focus Area to reflect the General Plan change; and revision to the Climate Action Plan to add TDM goals for the new land use designation;
- 4) Approve the Rezone from Light Industrial (ML) to Very High Density Mixed-Use to allow phased construction of a mixed-use development consisting of 1,600 residential units, 182,000 square foot full-service hotel, 15,000 square feet of supporting retail, park and open space, surface and structured parking facilities, private streets, and site improvements; subject to conditions that include additional pedestrian, decorative paving and landscape enhancements to the 30-foot wide north - south private street on the west side of the public park and Building 2 that connects Brokaw Road to Champions Way;
- 6) Approve the Vesting Tentative Subdivision Map for the purpose of developing six mixed-use parcels and six common lots for site access/circulation and utility corridors to serve the development; and
- 7) Adopt an Ordinance to approve the Development Agreement.

Josh Rupert, Hunter Storm, spoke for the Applicant

Derek K. Hunter, Jr., Hunter Storm, also spoke for the Applicant

Public Speaker(s):

Patricia Leung

Nirit Lotan

Michael R. Lozeau

Dan Ondrasek - not in attendance, Donna West spoke as representative

Adam Thompson

Michal Healy
Rob Mayer
Jonathon Evans
Donna West

A motion was made by Commissioner Kelly, seconded by Commissioner Saleme, that Alternative 1 be Approved.

Aye: 7 - Vice Chair Chahal, Commissioner Kelly, Commissioner Ikezi, Chair Jain, Commissioner Saleme, Commissioner Becker, and Commissioner Williams

A motion was made by Commissioner Kelly, seconded by Commissioner Becker, that Alternative 2 be Approved with the following modifications: for the Santa Clara Station Very High Density Residential (SCSVHDR) land use designation, increase the residential density range from 51-100 du/ac to 51-120 du/ac, and make corresponding revisions to the General Plan wherever there is a reference to the SCSVHDR land use designation; and strengthen the VMT reduction requirements and TDM measures to be added to Appendix 8.13 (Climate Action Plan) to require VMT initial reductions of 20% (10% locational reduction and 10% TDM measures) and scaling to 30% (10% locational reduction and 20% TDM measures) after BART is operational at the Santa Clara Station.

Aye: 7 - Vice Chair Chahal, Commissioner Kelly, Commissioner Ikezi, Chair Jain, Commissioner Saleme, Commissioner Becker, and Commissioner Williams

A motion was made by Commissioner Kelly, seconded by Vice Chair Chahal, that Alternative 4 be Approved, with the direction to staff to change erroneous references to a "VHDMD" zone to the correct "VHDMU" district.

Aye: 7 - Vice Chair Chahal, Commissioner Kelly, Commissioner Ikezi, Chair Jain, Commissioner Saleme, Commissioner Becker, and Commissioner Williams

A motion was made by Commissioner Kelly, seconded by Vice Chair Chahal, that Alternative 6 be Approved.

Aye: 7 - Vice Chair Chahal, Commissioner Kelly, Commissioner Ikezi, Chair Jain, Commissioner Saleme, Commissioner Becker, and Commissioner Williams

A motion was made by Commissioner Chahal, seconded by Commissioner Becker, that Alternative 7 be Approved with the following modifications: 10% affordable units to be provided on site (5% at 80% AMI and 5% at 100% AMI); Scaled VMT reductions beginning at 20% (10% locational reduction and 10% TDM measures) and scaling to 30% (10% locational reduction & 20% TDM measures) after the operation of BART at the Santa Clara Station; increase the bicycle parking ratio, originally proposed as 1 Class I parking space per every three residential units, ideally up to 1 Class I parking space per every two residential units ; electric outlets in bike garages; bike share and car share programs; provisions for electric scooter parking; maintenance agreement for the 2.1 acre park to be maintained consistent with city park maintenance standards; and provide 6% of the total parking spaces with electric vehicle charging facilities, and pre-wire an additional 9% of the total parking spaces for future electric charging facilities.

Aye: 7 - Vice Chair Chahal, Commissioner Kelly, Commissioner Ikezi, Chair Jain, Commissioner Saleme, Commissioner Becker, and Commissioner Williams

REPORTS OF COMMISSION/BOARD LIAISON AND COMMITTEE:

1. Announcements/Other Items

Commissioner Chahal will be leaving his position as Planning Commissioner to begin his role as city Council Member on December 18, 2018.

Commissioner Becker discussed filling the upcoming vacant Planning Commission position.

2. Board or Committee Assignments

3. Architectural Committee

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

Commissioner Jain attended the Silicon Valley Community Foundation Annual Meeting.

DIRECTOR OF COMMUNITY DEVELOPMENT REPORTS:

1. Planning Commission Budget Updates

2. Upcoming Agenda Items

3. City Council Actions

Staff Liaison Gloria Sciara and Planning Manager Reena Brilliot
provided updates.

ADJOURNMENT:

**A motion was made by Vice Chair Chahal, seconded by
Commissioner Becker to adjourn the meeting.**

Aye: 7 - Vice Chair Chahal, Commissioner Kelly, Commissioner Ikezi, Chair
Jain, Commissioner Saleme, Commissioner Becker, and
Commissioner Williams

The meeting was adjourned at 10:54 p.m.

The next regular scheduled meeting is on Wednesday, November 28, 2018
at 7:00 p.m. in the City Hall Council Chambers.



City of Santa Clara

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

Agenda Report

18-526

Agenda Date: 11/14/2018

REPORT TO PLANNING COMMISSION

SUBJECT

Public Hearing: Actions on Gateway Crossings Project located at 1205 Coleman Avenue including a General Plan Amendment to Santa Clara Station Very High Density Residential (51-100 du/ac) with a minimum commercial FAR of 0.20, Creation of a new Very High Density Mixed-Use Zoning District and Rezoning to that District, Vesting Tentative Subdivision Map, Development Agreement, Environmental Impact Report, and Mitigation Monitoring and Reporting Program

EXECUTIVE SUMMARY

The proposed project is the phased development of a new transit and pedestrian-oriented mixed-use development (Gateway Crossings) on a 21.4 acre site within the Santa Clara Station Focus Area, which is a special planning area identified in the City of Santa Clara 2010-2035 General Plan. The project is adjacent to the existing Santa Clara Station which is served by Caltrain, VTA, and will be the future terminus station of the Bay Area Rapid Transit (BART) Silicon Valley Extension Phase II line.

Consistent with the vision for Santa Clara Station Focus Area, the proposal includes high density residential development, neighborhood serving retail, pedestrian connections, and centrally located open space in the development. The project involves the construction of 1,600 multi-family dwelling units, a full-service hotel with 225 rooms, 15,000 square feet of ground floor supporting retail, surface and structured parking, private streets, landscaped open space, on- and off-site public and private right-of-way improvements, and site infrastructure to support the development. The project also includes the dedication, development and maintenance of a 2.1 acre park on-site for public use to serve residents and visitors of the development.

To accommodate the proposed mix and intensity of uses contemplated by the project, a General Plan Amendment (GPA) is required to change the land use designation of the site from Santa Clara Station Regional Commercial, Santa Clara Station High Density Residential, and Santa Clara Station Very High Density Residential to a new single land use designation of Santa Clara Station Very High Density Residential (51-100 du/ac) with a minimum commercial floor area ratio (FAR) of 0.20. The project provides the residential density and minimum commercial FAR of 0.20 to meet the proposed General Plan designation. An amendment to the Climate Action Plan, which is an appendix to the General Plan, is also proposed to set Transportation Demand Management (TDM) goals for the new land use designation. Currently no Zoning District in the Santa Clara City Code provides development standards appropriate for the mix of uses and densities anticipated in the intended General Plan designation. The proposal includes a Zoning Code text amendment to add a new zoning designation of Very High Density Mixed-Use and a rezoning of the project site from the existing Light Industrial (ML) zoning district to the new zoning district to allow the mix and intensity of land uses contemplated for the Gateway Crossings development. This proposed new Zoning District will also be beneficial in other areas of the City that are planned for high density mixed-use

development.

To facilitate development on the project site, the proposal includes a Vesting Tentative Subdivision Map for the purpose of developing four mixed-use parcels, one commercial parcel, a dedicated park parcel, and six common lots for site access/circulation and utility corridors to serve the development. A Development Agreement between the City and the Property Owner (TOD Brokaw, LLC) accompanies the proposal to secure development rights, terms, and conditions for phased development of the project.

An Environmental Impact Report and Mitigation Monitoring and Reporting Program was prepared to address potential environmental impacts associated with the proposed project in accordance with the California Environmental Quality Act. Planning application files for the proposed project include: PLN2016-12318, PLN2016-12321, PLN2016-12481 and CEQ2016-01025.

BACKGROUND

The project site is located at the southwest corner of Coleman Avenue and Brokaw Road. The majority of the site (20.4 acres) is located in the City of Santa Clara and the Santa Clara Station Focus Area (APN: 230-46-069). The 1.0 acre portion at the southeastern corner of the site is located in the City of San Jose (APN: 230-46-070). The project site is currently vacant and was previously developed with landscaping, surface parking and 272,840 square feet of industrial and office/research and development uses within several buildings. The site was formerly occupied by FMC, United Defense and BAE Systems. The structures and site improvements were demolished in late 2016/early 2017.

The project site is bounded by Brokaw Road and commercial and office/industrial uses to the north, Coleman Avenue and commercial and office/industrial uses to the east, vacant land to the south, and industrial/storage uses to the west. Properties to the north and east consist of one-story structures of varied periods of development. The property to the south is an interim off-site airport parking lot that is planned for mid and high-rise development of commercial office, hotel, and retail uses with Phase 2 construction of the Coleman Highline Project in the City of San Jose.

Project Description and Phasing

The proposed project is the construction of up to 1,600 multi-family residential units (apartments), 15,000 square feet of ground floor retail, and associated parking within four multi-story buildings on individual parcels (Buildings 1 - 4); a 182,000 square foot high-rise hotel with associated parking on a separate parcel; a 2.1 acre public park on a dedicated parcel; private streets and shared surface parking on common lots; site landscaping; and public and private on- and off-site improvements. Project development would occur in two phases with construction of Buildings 1 and 2 and the public park in the first phase and Buildings 3 and 4 in the second phase. Construction of the hotel is not assigned to a phase of development and could occur in either phase 1, 2 or a potential third phase. On and off-site public and private improvements and utilities associated with each phase would be coordinated and constructed to serve each phase of development.

Residential

Table 1 (Attachment #3) provides the proposed parcel size and FAR of each parcel created with the proposed Vesting Tentative Subdivision Map, as well as the unit count and gross floor area of each building on the individual parcels. The residential component of the project would provide a mix of studio, one bedroom and two-bedroom units at affordable and market rental rates at a residential

density of 74.8 units per acre.

The proposal will provide a percentage of the residential units at affordable rents based on 80% of Area Median Income (AMI). Under the terms of the proposed Development Agreement, 10% of the planned units will be subject to the affordability requirement. The Developer must satisfy at least half of this requirement by constructing the units onsite for low income households. For the other units, the Developer has the option of paying a fee in the amount of \$6.67 per square foot of development in lieu of building the affordable residential units.

The residential units vary in size and floor plan. With the exception of the studio apartments, each has its own private deck/balcony. Table 2 (Attachment #4) lists the count for each unit type, unit floor area, and private deck/balcony area associated with the unit type. Amenity areas within each building would serve residents on-site and provide a range of indoor (clubhouse, fitness room) and outdoor uses (pool, spa, dining) for active and passive recreation.

Commercial

The commercial component of the project consists of ground floor supporting retail at or near the corners of Buildings 1 - 4 interior to the project site and is intended to provide retail goods and services for the convenience of residents and visitors of the site. It also includes the construction of a 225 room hotel with approximately 5,500 square feet allocated for food and beverage uses to serve hotel guests and the public; approximately 4,400 square feet of amenity space allocated for hotel guest use (spa, fitness, pool, bar); and approximately 6,300 square feet of conference space for public rental. The commercial components of the project (hotel and supporting retail) total 197,000 square feet and meet the minimum FAR of 0.20.

Parking

The project includes the construction of subgrade and structured parking within Buildings 1 - 4 and the hotel, and provides a total of 2,765 parking spaces on-site. Surface parking interfacing the public park provides 18 additional spaces on-site, for a combined total of 2,783 parking spaces. The project includes the construction of a street network for site access and circulation that includes bicycle and pedestrian facilities and complete street frontages (landscaped park strips and wide sidewalks on- and off-site) to connect residents, employees and visitors to the site and surrounding area. Shared parking arrangements, TDM measures, and "Park Once" strategies are incorporated into the project to reduce vehicle trips within and to the site.

Parks/Open Space

The proposed 2.1 acre park is intended to serve residents and visitors of the project site. The park will be designed, constructed and maintained by the developer and dedicated to the City for public use and included in the City's inventory of parks and recreation facilities. The park is yet to be designed and will undergo a separate process involving public input and a recommendation by the Parks and Recreation Commission to the City Council for approval. In addition to a public park, the project includes active and passive open space areas for public and/or resident use that are distributed throughout the site and vary in size, type and amenities (gardens, seating/ lounge areas, outdoor dining/grill areas, pool and recreation areas).

DISCUSSION

The primary issues evaluated for the project are consistency with the General Plan and Santa Clara Station Focus Area policies, the quality of the project architecture and site design including circulation

and parking, and the proposed terms for the Development Agreement.

Consistency with the Santa Clara General Plan / Santa Clara Station Focus Area

The project includes a GPA to change the General Plan land use designations for the site area located in the City of Santa Clara from Santa Clara Station Regional Commercial (commercial up to 3.0 FAR), Santa Clara Station High Density Residential (37-50 du/acre), and Santa Clara Station Very High Density Residential (51-100 du/acre) to Santa Clara Station Very High Density Residential (51-100 du/ac) with a minimum commercial FAR of 0.20 and an amendment to the General Plan Land Use Map for the Santa Clara Station Focus Area to reflect the General Plan change. Under the current General Plan designations, a total of 1,240 dwelling units and a maximum of 918,678 square feet of regional commercial floor area could be developed on the project site.

The General Plan includes four primary goals for the Santa Clara Station Focus Area:

- 5.4.3 G1 Development in proximity to the Santa Clara Station that capitalizes on transit and results in high intensity uses.
- 5.4.3-G2 A mix of uses, with emphasis on office, hotel and residential development.
- 5.4.3 G3 A link between the Santa Clara Station and a variety of transit options that offer viable transportation alternatives throughout the City and the region.
- 5.4.3-G4 Pedestrian and bicycle priority within the Santa Clara Station Focus Area with transit and vehicular priority to access the Station.

Santa Clara Station Focus Area

The Santa Clara Station Focus Area is a 244-acre multi-jurisdictional planning area envisioned for the purpose of creating a gateway into the City and opportunity to expand the City's economic base with new office, hotel and retail uses and high-density residential development to maximize the use of existing and planned transit facilities and operations. At the center of this Focus Area is the Santa Clara Transit Station, which is located west of the project site along the Union Pacific Railroad (UPRR) corridor and is served by Caltrain, Altamont Commuter Express, and Capitol Corridor rail service and Valley Transportation Authority (VTA) bus service. The Focus Area includes the location of the future Bay Area Rapid Transit (BART) terminus and station on the east side of the UPRR tracks, approximately 280 feet west of the project site. The BART station will include an elevated concourse, multi-level parking structure, and bus transit center that will serve as a major transit hub for local and regional travel. A pedestrian undercrossing was completed in 2017 to provide a connection between the Santa Clara Transit Center and land uses on the west side of the rail corridor to Brokaw Road, future BART station, and surrounding land uses on the east side of the tracks.

The Santa Clara Station Focus Area envisions the development of approximately 1,650 new residential units and 2,000,000 square feet of nonresidential uses, including hotels. The project site occupies 20.4 acres (8 percent) of the Focus Area and proposes to construct 97 percent of the residential and 9.9 percent of the commercial development expected in the General Plan. The remaining 1.0 acre portion of the project site is located in the City of San Jose and is not proposed as buildable area but instead as landscaped open space.

The intent of the proposed GPA is to apply a single land use designation across the project site to allow for the combination of residential, retail, commercial/hotel uses, in conjunction with the provision of park and open space in an integrated development to serve the local community and surrounding region, and support existing and planned transit facilities. Employing the single

designation and commercial FAR requirement across the site would produce the potential for 1,091 to 2,140 residential units at 51 to 100 units per acre and minimum of 20,184 square feet of commercial uses.

The proposed project aligns with the primary goals of the Santa Clara Station Focus Area in that the project site is located within walking distance of the Santa Clara Transit Center and future BART station and would be accessible to existing and planned transit facilities with connections to local and regional destinations. The project includes a mix of very high density residential development and provides commercial uses in an integrated development with pedestrian-oriented ground floor retail and a high-rise full service hotel. While the ground floor retail does not orient towards the public street frontages of the project site (Coleman Avenue/Brokaw Road), the proposed retail spaces are proposed to interface with the private streets and centrally located public park internal to the site.

The project supports pedestrian and bicycle priority with planned on and off-site improvements that include complete street design standards for the public right-of-way fronting the project site along Champions Way, Coleman Avenue, and Brokaw Road to its western terminus, and the private streets internal to the project site. These improvements include new signalized intersections at Coleman Avenue/ Champions Way and Brokaw Road/Costco driveway entrance to increase pedestrian activity and safety. The project also includes bicycle locker rooms in each building for secure bike storage, bicycle racks in front of building entrances and a new bike lane along the Coleman Avenue project frontage and Brokaw Road, from Coleman Avenue to its western terminus. These improvements are designed to link adjacent land uses and connect to existing and planned transit facilities.

The proposed project is further consistent with General Plan Policies as follows:

General Land Use Policies

- 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.
- 5.3.1-P13 Support high density and intensity development within a quarter-mile of transit hubs and stations along transit corridors.

The project includes the construction of public and private infrastructure improvements to accommodate development and serve the proposed uses on-site. The project also integrates site amenities such as a public park and active and passive landscaped open space into the proposed mix of land uses on the site. The mix of uses include high density residential and commercial and retail uses located within one quarter mile of existing and planned local and regional transit facilities.

Residential Land Use Policies

- 5.3.2-P6 Provide adequate choices for housing tenure, type and location, including higher density, and affordability for low- and moderate-income and special needs households
- 5.3.2-P7 Construct and preserve affordable housing for low- and moderate-income households through the use of public subsidies, regulatory incentives and flexible development standards.

The proposed project is not subject to the City's affordable housing requirement as set forth in Santa Clara City Code Chapter 17.40. Nonetheless, the project proposal includes the provision of an affordable housing component in the Development Agreement. This provision requires that the

project provide at least 10 percent of the residential units at affordable rates or to pay a fee in an amount equivalent to the cost of providing the affordable residential units at each phase of development. This provision would provide a total of 160 affordable dwelling units on-site in the absence of an in-lieu fee payment.

Mixed-use Land Use Policies

- 5.3.4 P2 Encourage mixed use development in proximity to employment centers and residential neighborhoods throughout the City.
- 5.3.4-P4 Require mixed use development to meet the density and intensity specified in the land use classifications.

The project conforms to these policies in that the project site neighbors existing office, commercial and industrial employment properties and is accessible to Santa Clara University, a large employment center, to the west via a pedestrian undercrossing that links the project site to the Santa Clara Transit Center. This link also connects the project site to existing residential neighborhoods and planned high density mixed-use development (The Benton) in the Old Quad. The Coleman Highline Project to the south is currently under construction and upon build-out will become a high intensity employment center with 1,500,000 square feet of office, commercial and retail development.

The project proposes a mix of high density residential development and commercial uses. Residential density on the project site would be consistent with the density specified by the Santa Clara Station Very High Density Residential land use designation and would provide a minimum commercial FAR of 0.20 land use classification should the proposed GPA be approved.

- 5.3.4 P5 Encourage mixed use development site planning and design to implement the elements illustrated in Figures 5.3 2 and 5.3 3, including street tree planting along all streets.
- 5.3.4-P9 Encourage ground level windows and building entries that support a visual connection to activities.
- 5.3.4-P11 Foster active, pedestrian oriented uses at the ground level, such as retail shops, offices, restaurants with outdoor seating, public plazas or residential units with front stoops, in mixed use development.
- 5.3.4 P12 Prioritize pedestrian oriented streetscape and building design in mixed use development, including features such as wider sidewalks, street furniture, specialty planters, signage, public art, street trees, special paving materials, decorative awnings, enhanced entrances, colors, variety of materials and textures and distinctive building massing and articulation.

The project provides visual connections into the development framed with decorative/special paving, wide sidewalks and landscaped park strips to foster visual and physical connections to a mix of uses and activities on-site, and proposes to include wayfinding signage. The project design includes ground-level windows, and entries to retail and amenity spaces to support a visual connection to uses and activities and provides outdoor plaza areas for seating along the private street frontages of the project site to activate the public realm. Landscaping for the proposed project would include planting of trees, shrubs, and a variety of plant vegetation along pedestrian connections and throughout the project site.

- 5.3.4 P10 Require parking to be substantially below grade or in structures with active uses along streets.

The project includes the construction of subgrade and structured parking within Buildings 1 - 4 and the hotel to accommodate the majority of parking spaces required by the proposed development, and would be screened from public view. A fewer number of parking spaces are proposed adjacent to the centrally located public park and retail frontages interior to the site along the private streets.

Santa Clara Station Focus Area Policies

The project has been reviewed for consistency with General Plan policies specific to the Santa Clara Station Focus Area and found to conform to the following:

- 5.4.3-P1 Allow a range of development intensities, with the potential for up to 3.0 Floor Area Ratio, for the area northeast of El Camino Real.
- 5.4.3-P2 Maximize residential development within walking distance of the Station, particularly on the northeast side of the Caltrain corridor.

The project site is within walking distance of the Santa Clara Transit Center, via a pedestrian undercrossing, and the future BART Station and proposes a residential density of 74.8 units per acre for construction of multi-family housing and a minimum commercial FAR of 0.20 with hotel development and local and regional serving retail.

- 5.4.3 P3 Provide pedestrian oriented ground floor uses and a network of parks and public spaces to serve both residential and non residential development.
- 5.4.3-P4 Encourage the development of a centrally located public open space of approximately 1.5 acres to serve Santa Clara Station Focus Area residents and employees.
- 5.4.3 P6 Provide pedestrian oriented retail uses to serve new residential development, Station visitors and area employees.

Pedestrian-oriented ground floor retail uses would be provided at or near the corners of Buildings 1 - 4 and outdoor plazas/gardens are proposed along the private street frontages interior to the project site. The retail uses are intended to provide retail goods and services for the convenience of residents and visitors of the site and would interface with the centrally located 2.1 acre park proposed for public use.

- 5.4.3 P9 Encourage streetscape design with street trees, wider sidewalks, pedestrian oriented lighting, curb bulb outs and special paving and/or striping within the Focus Area to emphasize accessibility.

Streetscape design along the public streets fronting the project site and internal private streets would include wide sidewalks with tree lined planter strips and lighting for accessibility and connectivity to uses and amenities on-site. Special paving materials are incorporated in the streetscape design at intersections and midblock crosswalks to signify pedestrian crossing locations.

- 5.4.3 P11 Encourage parking consolidation, alternate parking arrangements or reduced parking ratio within the Santa Clara Station Focus Area to promote the use of alternate

transportation modes.

- 5.4.3 P12 Minimize surface parking by requiring below grade or structured parking facilities with active uses along street frontages.

The project proposes reduced parking for the residential use at 1.4 spaces per dwelling unit and shared parking arrangements for use by residential guests, employees, customers and park visitors on-site to reduce parking demand and promote transit use. The project provides bicycle parking spaces in accordance with VTA Bicycle Guidelines on-site and would construct bicycle lanes on Brokaw Road and Coleman Avenue to facilitate and promote bicycle use.

City of San Jose General Plan /Envision San Jose 2040

The 1.0 acre of land at the southeastern corner of the project site is located in the City of San Jose. This portion of the project site has a San Jose General Plan land use designation of Combined Industrial/Commercial (CIC). This designation is intended for commercial, office, or industrial developments or a compatible mixture of these land uses at varied intensities of development and building forms. It allows an FAR of up to 12.0 and maximum building height of 24 stories.

This portion of the project site is proposed as open landscape area and does not include building structures. Public right-of-way improvements are proposed that include complete street frontage and signalized intersection improvements at this location. The applicant/project developer will be required to obtain a site development permit from the City of San Jose to construct the requisite improvements associated with the Gateway Crossings project. Open landscape area, complete street frontage and intersection improvements are consistent with the CIC land use designation for this portion of the project site residing in San Jose as it supports the planned land uses approved as part of the neighboring Coleman Highline Project.

Plan Bay Area

The City Council previously endorsed the designation of the Santa Clara Station Focus Area as Priority Development Area (PDA) for the regional Plan Bay Area. The proposed project is consistent with Plan Bay Area, which notes that new projects in the planned PDA that encompasses the project site must have a density of 50 to 150 dwelling units/net acre. With a proposed density of 74.8 dwelling units per acre, the Gateway Crossings Project would meet that goal.

Cumulative Effects of proposed General Plan Amendments

The 2010 - 2035 General Plan accommodates a total of 154,300 jobs and 60,345 residential units by the year 2035. Since adoption of the General Plan in 2010, the City has approved 15 General Plan Amendments that resulted in the addition of approximately 13,402 jobs and 4,180 residential units.

Under the site's existing General Plan land use designations, 758 to 1,279 dwelling units and up to 1,025,838 square feet of commercial space could be developed. With the proposed General Plan Amendment the project proposes 1,400-1,600 dwelling units and 215,000 square feet of commercial uses, which is 322 more dwelling units and 810,838 square feet less commercial space than what is allowed under the existing land use designations. Should this General Plan Amendment be approved it would add 322 more residential units to the General Plan capacity and remove 2,207 jobs from the General Plan capacity.

In addition to the proposed project, there are four other pending General Plan Amendments on file

that if approved would cumulatively result in a net increase to the capacity of the General Plan of 5,788 jobs and 9,586 residential units.

Rezoning to Very High Density Mixed-use

The proposed project is a large scale mixed-use development requiring flexibility in development standards for building height and setbacks, density and intensity, and parking. The site's current ML zoning is intended to accommodate industrial uses. To implement the proposed project the applicant is requesting a Zoning Code text amendment to create a new zoning designation of Very High Density Mixed-Use (VHDMU) and rezoning of the project site from ML to VHDMU.

The proposed VHDMU zoning designation would establish specific height limitations and setback requirements for the project site consistent with the proposed project design as depicted in the Development Plans (Attachment #13). The building setbacks are generally greater than 20 feet for all buildings on the project site, with the exception of a 13-foot setback along the hotel frontage of Lot 5 facing Coleman Avenue. The parking standards, heights and setback details are provided in the Development Plans.

Uses permitted in the commercial component of the project would be local and regional serving retail/commercial uses. As discussed above and in the following sections, the project design would be compatible with General Plan policies and the neighborhood context. Approval of the proposed VHDMU zoning would thus not result in an incompatible land use or create a built environment on the site that would prohibit the continued operation of surrounding land uses.

With the City Council's approval of the GPA to Santa Clara Station Very High Density Residential with a minimum commercial of 0.20 and approval of the VHDMU zoning, the project would be consistent with the General Plan designation for the project site and the Zoning Code. If the rezoning is not approved, the size and density of the project cannot be approved as proposed.

Architecture and Site Design

Gateway Crossings is designed as a district of urban buildings that feature contemporary architectural forms and integrated uses that are spatially arranged to provide connectivity, promote activity, and create a sense of place. The project is planned to achieve USGBC LEED silver standards or their equivalent for each phase of development.

The project was reviewed in the early stages of the planning process by an independent architectural firm, Urban Field Studio (UFS). UFS reviewed the proposal submittal at the time and made recommendations to the applicant and staff that in part were integrated into subsequent project submittals. These included an emphasis in the design of complete streets along the public streets fronting the project site and internal private streets; connectivity with adjacent land uses; the provision of expanded loading areas for curbside deliveries and pick up/drop off (Uber and Lyft); and enhanced screening of structured parking in each building. Other recommendations such as reducing block size and thereby increasing the number of blocks and private streets were not accepted by staff or the applicant as this design change would increase hardscape (nonpermeable area) and reduce park and open space.

Building heights vary across the site to offset mass and scale and create visual interest. Buildings 1 - 4 are primarily six- and seven-story structures. Building 4 includes a 13-story tower facing the public park that is a counterpoint to the 13-story hotel. Maximum building height on the project site is 150 feet. The design of the buildings vary and include structures having a modern aesthetic that take

inspiration from shipping warehouse architecture with simple building forms, a regular fenestration pattern, expressed columns and beams, and traditional articulation of the building's base, middle, and top.

Exterior materials generally include store front glazing along the base of the buildings, plaster (with smooth-finished plaster in highly visible areas), horizontal and vertical siding, rainscreen siding, and brick veneer. Metal cornices and canopies are added as accent elements to key locations.

Circulation and Parking

The project includes the construction of public and private roadway improvements to facilitate traffic, bicycle mobility, and pedestrian connectivity to and from the site. The improvements consist of new access points for ingress and egress to the site on Coleman Avenue and Brokaw Road and the construction of on-site private streets and an off-site public street to serve the site. Coleman Avenue will have two access points. The first is a new right-in and right-out only driveway located between Building 1 and the hotel. The second includes the construction of a new signalized intersection at the southern edge of the project site and new public street (Champions Way) that will provide access to the hotel, Building 2 and neighboring Phase 2 development of the Coleman Highline Project. Two driveways are proposed on Brokaw Road that would allow right and left turn movements in and out of the site. The first is located between Building 1 and the east side of the park and the second is located between the west side of the park and Building 4. This second access on Brokaw Road is proposed as a full access intersection and will include the construction of a signalized intersection designed to align with the existing Costco driveway mid-block.

The proposed road network would provide access to parking structures in each of the buildings, surface parking spaces, and loading areas on-site; as well as through access from Brokaw Road to Champions Way and the planned street network for the neighboring Coleman Highline Project and Avaya Stadium in San Jose.

Additional roadway improvements include the addition of shared through, left turn and right turn lanes on the east and westbound approaches of Brokaw Road at Coleman Avenue within the existing right-of-way, and widening of Coleman Avenue along the project's frontage. The project would also include the relocation and construction of a bus duck-out, bus pad, and bus shelter near the Coleman Avenue/Brokaw Road intersection with the widening of Coleman Avenue. These improvements are to facilitate vehicle traffic, accommodate bike lanes on both roadway segments, and improve an existing transit facility.

The project includes the construction of sidewalks for pedestrian connectivity with a complete street design along the public streets fronting the project and internal private streets. Off-site, the project would extend construction of the complete street sidewalk on Brokaw Road westward to terminate and connect with the pedestrian undercrossing at the end of Brokaw Road and would include the installation of street lighting. This connection serves to link the project site and neighboring development to the Santa Clara Transit Station and land uses west of the UPRR tracks.

The project would provide a total of 2,783 parking spaces (consisting of ADA, standard, compact and electrical vehicle charging station stalls), 41 motorcycle spaces, and 710 bicycle spaces to serve all proposed uses on-site. The parking requirement for residential uses in mixed-use zoning districts per the City's Zoning Ordinance is 1 space per each studio, 1.5 per each one bedroom unit, and 2 spaces per each two bedroom. Based on the type of units proposed with project development, 2,590

parking spaces would be required for the residential use. Consistent with General Plan goal for Santa Clara Station Focus Area 5.4.3-P11, which encourages parking consolidation, alternate parking arrangements, and reduced parking ratios within the area to promote the use of alternate transportation modes, the project is proposing 1.4 spaces per dwelling unit for a total of 2,235 assigned parking spaces. The project is also proposing unassigned parking of the 238 visitor spaces distributed among Buildings 1 - 4 and 18 spaces located along the private street frontage facing the public park.

The parking standard for retail uses per the City's Zoning Ordinance is 1 space per 200 square feet of gross floor area and results in a parking requirement of 75 spaces for the project site. This standard does not reflect mixed-use development types whereby much of the commercial use is resident serving and is not credited for the parking space assigned to each dwelling unit. The Zoning Ordinance does not prescribe a parking standard for park uses. The arrangement and number of proposed shared parking spaces is appropriate to serve resident guests, retail customers, employees, and public park users on-site, and promote transit use.

The hotel is required to provide 225 parking spaces equivalent to the number of rooms and has a surplus of 67 parking spaces for shared use by visitors to the hotel restaurant, bar and rooftop amenity space. Parking Data Tables are provided on Sheet GEN.3 of the Development Plans for each use and parking arrangement.

With the Amendment to the Climate Action Plan, the project will be required to reduce vehicle miles travelled by 20 percent, half of which would be required through the implementation of a TDM program. The proposed conditions of the rezoning require a TDM plan to be submitted to the City and approved prior to issuance of an occupancy permit.

Development Agreement

The project proposal includes a Development Agreement (DA) between the City and the property owner, TOD Brokaw, LLC. 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. As proposed, the DA would do the following:

- Vest the maximum density and intensity of uses, maximum building heights and gross floor area of land uses, and permitted uses;
- Affirm that the project is to be developed as a single integrated development, in adherence to the approved Development Plans;
- Establish provisions for minor modifications to the Development Plan, including the potential transfer between hotel and retail square footage as long as the minimum 0.20 FAR commercial requirement is maintained;
- Memorialize the type and timing for payment of development fees including:
 - Regional Transportation Fees
 - Two dollars and fifty cents (\$2.50) per square foot of new commercial or retail uses;
 - Four hundred dollars (\$400.00) per hotel/motel room;
 - Two hundred and fifty dollars (\$250.00) per each bedroom for residential
 - Local Transportation Fees
 - Two hundred and fifty dollars (\$250.00) per each bedroom in a residential unit and two dollars

- Two dollars and fifty cents (\$2.50) per foot of new commercial or retail uses for local fees
 - Fair Share Traffic Fees of \$1,680,194
 - Bicycle and Pedestrian Improvement fees of \$825,000
 - Parkland dedication of 9.0675 acres or the equivalent fee due in lieu of parkland dedication of \$33,611,200 with credit for on-site park dedication and maintenance obligations including a park maintenance agreement with the City, which commits Developer to maintaining the park improvements, including landscaping and park amenities, within the parkland dedication area for the life of the project.
- Additional project benefits to the City including:
 - Transportation: the project will construct street improvements on Brokaw Road and make a contribution to a local transit service study ,
 - Affordable Housing: the project will provide a contribution to affordable housing based on 10% of the units. At least 5% of the units on site must be affordable to low income residents based on 80% of Area Median Income (AMI). The Developer has the option of either providing up to an additional 5% of the units as affordable or paying a fee in the amount of \$6.67 per square foot of development in lieu of building those affordable residential units.
 - Parkland: the project shall conform with the City's Parkland Dedication Ordinance including the development of a 2.1 acre dedicated park site and payment of fees.
 - Sustainability: the project shall achieve USGBC LEED silver standard or its equivalent for each phase of development;
- The proposed project DA has a five year term with an automatic five year extension if the Developer physically commences construction of at least one building and constructs off-site improvements in accordance with the Development Plan prior to the expiration of the initial five year period. The commencement of construction is defined in the Development Agreement as when all of the following have occurred: (1) issuance of a building permit; (2) installation of the on-site and off-site improvements for the building, including grading and certification of the building pad by the Building Division; and (3) one or more of the following: (a) excavation of the footings and foundations for the dwelling units or (b) installation of water or sewer laterals to the relevant units.

Conclusion

The proposed project is a transit supportive mixed-use development that provides high density housing in proximity to existing and planned transit facilities and on-site commercial uses and parkland to serve residents and visitors. The project is consistent with the goals and policies of the General Plan as iterated above and implements the vision for the Santa Clara Station Focus Area as a gateway into the City and an integrated developemt of transit supportive land uses. The project would augment and complement planned uses along Coleman Avenue, such as the build-out of the Coleman Highline Project, and future development of the Santa Clara Station Area as envisioned in the General Plan. While the proposed project would provide the majority of housing anticipated for the Santa Clara Station Focus Area, it may be a catalyst for development of additional housing units and commercial development in this Focus Area. Approval of the proposed project would provide an opportunity to locate a mixed-use development consisting of market rate and affordable housing units at a very high density in conjunction with a retail component and a hotel use in a designated Priority Development Area. Development of the proposed project density would contribute significantly to the City's housing stock and address the City's long standing jobs/housing imbalance.

FISCAL IMPACT

There is no cost to the City on the proposed entitlement actions other than administrative staff time and expense which are offset by permit application fees. The proposed increase in residential density would have an incremental increase in demand for City services (e.g. police and fire calls) associated with the population growth and which would be offset by increases in property values, transit occupancy tax generated from the proposed hotel, and sales tax revenue from the proposed supporting retail. The proposed General Plan Amendment, if approved, will result in higher density residential development as well as a decrease in the planned number of jobs. While residential development generally incurs a net fiscal cost to the City, generally higher density residential development generates less of a fiscal impact as the compact nature of the development reduces per capita service costs.

ENVIRONMENTAL REVIEW

Environmental consultants, David J. Powers & Associates, Inc., prepared a Draft Environmental Impact Report (DEIR) in accordance with California Environmental Quality Act (CEQA) requirements. The DEIR analyzed two development scenarios for the project site:

Option 1: Construct up to 1,400 residential dwelling units and up to 215, 000 square feet of commercial uses, or

Option 2: Construct up to 1,600 residential dwelling units and up to 215,000 square feet of commercial uses

The proposed project is Option 2.

The DEIR and Notice of Availability were circulated and noticed on April 9, 2018 for a 45-day review period for public comment and closed on May 25, 2018. The Planning Department received comments from the following agencies, organizations and individuals: City of San Jose Airport department, Santa Clara Unified School District, Santa Clara Valley Transportation Authority, Lozeau Drury LLP, and Adams Broadwell Joseph & Cardoza. A Final Environmental Impact Report (FEIR) was subsequently prepared that included responses to all comments received on the DEIR, and the FEIR was distributed on September 12, 2018. A memorandum with typographical corrections to text on page 71 of the FEIR is also provided as Attachment #7 to this staff report. Following the close of the FEIR period, the City received two comment letters and prepared written responses that do not change the conclusions of the FEIR nor require recirculation of the EIR, and are provided as Attachment 10.

The DEIR, FEIR and FEIR Appendices constitute the EIR for the project. Copies of the EIR, Supplemental Text Revisions Memorandum, and responses to comments received after initial publication of the FEIR are available in the Planning Division office during normal business hours at Santa Clara City Hall (1500 Warburton Avenue, Santa Clara, CA 95050) and on the City's website.

The EIR found that the proposed project (Option 2) could have a number of significant environmental impacts, but identified mitigation measures to reduce most of these impacts to less than significant levels. Nevertheless, despite implementing all feasible mitigation measures, the EIR concluded that the proposed project would have significant unavoidable impacts in the areas of noise (exterior noise, including aircraft noise), and transportation (intersection and freeway levels of service); and cumulative significant unavoidable transportation (intersection levels of service) and utilities (landfill

capacity) impacts.

In considering a project, CEQA requires decision-makers to balance economic, legal, social and technological, or other benefits of a proposed project against its unavoidable environmental risks when determining whether to approve the project. To approve a project that has a significant unavoidable environmental impact, decision-makers must make findings, supported by substantial evidence, that the economic, legal, social, technological or other benefits of a proposed project outweigh the unavoidable environmental effects.

In accordance with CEQA Guidelines 15124(b), the City of Santa Clara and Developer have identified the following project objectives for evaluation of the proposed project and the development of a range of alternatives in the EIR for consideration in the findings or statement of overriding considerations:

Applicant Objectives

- Develop the 24-acre project site at the southwest corner of Coleman Avenue and Brokaw Road in Santa Clara into an economically viable mixed-use project consisting of commercial spaces and a vibrant residential community, providing a range of product types that will support the diversity of Santa Clara and is inviting to all.
- Provide the on-site residential community and public access to a pedestrian friendly site with a variety of on-site recreational amenities including a neighborhood park, BBQ area, children's playground, dog park, and various lounge areas.
- Develop an on-site commercial component of approximately 215,000 square feet, consisting of a hotel and ancillary commercial uses, that will provide services to both the residential community and public at large and will generate tax revenues for the City.
- Create a transit-oriented development that supports alternative modes of transportation with a direct connection to the Santa Clara Transit Station.
- Comply with and advance the General Plan goals and policies for the Santa Clara Station Focus Area (General Plan Section 5.4.3).

City Objectives

- Create a mixed-use neighborhood of high density residential development combined with commercial services to support the residents, businesses and visitors within and around the plan area as well as the users of the abutting Santa Clara Caltrain/BART heavy rail transit node.
- Promote long term sustainability with an array and arrangement of complementary uses by achieving LEED certification (or equivalent), minimizing vehicle miles traveled, capitalizing on efficient public infrastructure investment and providing convenient amenities for and providing convenient amenities for residents and users of the plan area.
- Maximize housing unit yield on a site with minimal impact on existing neighborhoods that will address the jobs/housing balance, create a critical mass of housing to justify commercial services, particularly retail services, and provide a variety of housing unit types.
- Provide a suitable affordable housing component that addresses the City's lower income housing needs in close proximity to transit services and commercial services and jobs.
- Provide a significant hotel component and retail services that support the business travel market, enhance the tax base and contribute other revenues to support City services that serve the development.

CEQA requires that an EIR identify alternatives to the project as proposed and that these alternatives

feasibly attain most of the basic objectives of the project while avoiding or substantially lessening any of the significant effects of the project. The DEIR examines three project alternatives (two of which are "No Project" alternatives) and provides a comparison of impacts of each alternative to the proposed project:

- 1) No Project/No Development - assumes that the project would remain undeveloped, and
- 2) No Project/Development - assumes development consistent with the existing Light Industrial (ML) zoning designation for the project site; and
- 3) Reduced Development Alternative - assumes 45 percent less development compared to the proposed project.

As discussed in the EIR, the environmentally superior alternative is the No Project/No Development Alternative, which assumes that the project site would remain undeveloped and unoccupied, because all of the project's significant environmental impacts would be avoided. However, CEQA requires that when the No Project Alternative is identified as the environmentally superior alternative the EIR must also specify which of the build alternatives, including the project, would be environmentally superior.

The analysis concludes that the Reduced Development Alternative is the environmentally superior alternative as it would avoid the proposed project's significant unavoidable freeway and intersection level of service impacts (under existing plus project and background plus project conditions) and result in less severe aesthetics, energy, public services, utilities, air quality, greenhouse gas, construction-related noise, and population and housing impacts compared to the proposed project. However, neither the Reduced Development Alternative nor the No Project/ No Development Alternative would attain all of the project objectives listed above.

A detailed environmental analysis of potential impacts, project alternatives, and mitigation measures identified for implementation with project development are presented in the EIR and Mitigation Monitoring and Reporting Program.

Airport Land Use Commission (ALUC):

The project site is located within the San Jose International Airport Influence Area (AIA). Pursuant to State Law, any time a GPA or zoning amendment is proposed within an AIA having an adopted Comprehensive Land Use Plan (CLUP), a referral must be made to the County ALUC for a consistency determination with CLUP policies prior to approval of a zoning amendment. The Gateway Crossings Project was referred to the Santa Clara County ALUC and was reviewed at a public hearing on June 28, 2017. Following public testimony, the ALUC voted to find the proposed GPA and rezoning consistent with ALUC safety, height and noise policies for the San Jose International Airport (SJC) as defined in the SJC 2010 CLUP.

COORDINATION

This report has been coordinated with the City Attorney's Office.

PUBLIC CONTACT

On November 2, 2018, the notice of public hearing for this item was posted within 1,000 feet of the site and was mailed to property owners within 1,000 feet of the project site. In addition, a Notice of Hearing for the project applications (General Plan Amendment #87, amendment to the General Plan Land Use Map for the Santa Clara Station Focus Area to reflect the General Plan change, amendment to the Climate Action Plan, Zoning Code text amendment and rezoning, Development Agreement, Vesting Tentative Subdivision Map and EIR) was published in the Santa Clara Weekly

Newspaper on October 31, 2018. The proposed project is tentatively scheduled for review by the City Council on November 20, 2018. Comments received outside of the EIR process are attached to this staff report.

The City contacted the Native American Heritage Commission in February 2017 to request searches of the Sacred Lands file (SLF) and provide a list of interested Native American representatives for the project. The NAHC subsequently provided a consultation list of tribes with traditional lands or cultural places located within the project boundaries who might have information that would be pertinent to this project or have concerns regarding the proposed actions. The City notified all of the tribal representatives on the consultation list in February 2017 by letter and certified mail. The letters provide a detailed project description and multiple maps depicting the proposed development. To date, no responses to these letters have been received.

Public Outreach Meetings

Three community meetings were conducted to inform and engage the public, agencies and interested individuals throughout the planning process of the Gateway Crossings development proposal. The meetings occurred on April 27, 2017 at the Senior Center and was attended by 14 individuals; July 19, 2017 at the Mission Branch Library and was attended by 20 individuals; and May 30, 2018 at the City Council Chambers and was attended by one individual. Comments expressed by individuals attending the meetings focused on project density, block pattern development, and connectivity with adjacent land uses. Inquiries regarding the types of retail, public amenities and housing to be provided on-site as well as the timing of construction were also discussed. Notices of the community meetings were provided by mailings to property owners within 1,000 feet of the project boundaries and interested parties, were posted on the City's website.

ALTERNATIVES

That the Planning Commission adopt resolutions for the Gateway Crossings Project located at 1205 Coleman Avenue recommending that the City Council:

- 1) Approve and Certify an Environmental Impact Report (EIR) and adopt CEQA Findings and a Statement of Overriding Considerations (SOCs) and the Mitigation Monitoring and Reporting Program (MMRP);
- 2) Approve the General Plan Amendment #87 from Regional Commercial, High Density Residential and Very High Density Residential to Very High Density Residential with a minimum commercial FAR of 0.2; Amendment to the General Plan Land Use Map for the Santa Clara Station Focus Area to reflect the General Plan change; and revision to the Climate Action Plan to add VMT & TDM reduction goals for the new land use designation;
- 3) Approve the Rezone from Light Industrial (ML) to new Zoning District Very High Density Mixed-Use for a phased mixed-use development consisting of 1,600 residential units, 182,000 square foot full-service hotel, 15,000 square feet of supporting retail, park and open space, surface and structured parking facilities, private streets, and site improvements, subject to conditions; or
- 4) Approve the Rezone from Light Industrial (ML) to Very High Density Mixed-Use to allow phased construction of a mixed-use development consisting of 1,600 residential units, 182,000 square foot full-service hotel, 15,000 square feet of supporting retail, park and open space, surface and structured parking facilities, private streets, and site improvements; subject to conditions that include additional pedestrian, decorative paving and landscape enhancements to the 30-foot wide north-south private street on the west side of the public park and Building 2 that connects Brokaw Road to Champions Way; or
- 5) Approve the Rezone from Light Industrial (ML) to Very High Density Mixed-Use to allow

phased construction of a mixed-use development consisting of 1,400 residential units, 182,000 square foot full-service hotel, 15,000 square feet of supporting retail, park and open space, surface and structured parking facilities, private streets, and site improvements, subject to conditions;

- 6) Approve the Vesting Tentative Subdivision Map for the purpose of developing six mixed-use parcels and six common lots for site access/circulation and utility corridors to serve the development; and
- 7) Adopt an Ordinance to approve the Development Agreement.

RECOMMENDATION

Alternatives 1), 2), 4), 6), and 7):

That the Planning Commission adopt resolutions for the Gateway Crossings Project located at 1205 Coleman Avenue recommending that the City Council:

- 1) Approve and Certify an Environmental Impact Report (EIR) and adopt CEQA Findings and a Statement of Overriding Considerations (SOCs) and the Mitigation Monitoring and Reporting Program (MMRP);
- 2) Approve the General Plan Amendment #87 from Regional Commercial, High Density Residential and Very High Density Residential to Very High Density Residential with a minimum commercial FAR of 0.2; amendment to the General Plan Land Use Map for the Santa Clara Station Focus Area to reflect the General Plan change; and revision to the Climate Action Plan to add TDM goals for the new land use designation;
- 4) Approve the Rezone from Light Industrial (ML) to Very High Density Mixed-Use to allow phased construction of a mixed-use development consisting of 1,600 residential units, 182,000 square foot full-service hotel, 15,000 square feet of supporting retail, park and open space, surface and structured parking facilities, private streets, and site improvements; subject to conditions that include additional pedestrian, decorative paving and landscape enhancements to the 30-foot wide north - south private street on the west side of the public park and Building 2 that connects Brokaw Road to Champions Way;
- 6) Approve the Vesting Tentative Subdivision Map for the purpose of developing six mixed-use parcels and six common lots for site access/circulation and utility corridors to serve the development; and
- 7) Adopt an Ordinance to approve the Development Agreement.

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Deanna Santana, City Manager

ATTACHMENTS

1. Reserved for Planning Commission Report
2. Reserved for Planning Commission Report
3. Table 1 - Parcel Data
4. Table 2 - Residential Unit Mix Data
5. Project Data Table
6. Applicant Letter of Justification
7. Draft Environmental Impact Report (DEIR)
8. Final Environmental Impact (FEIR)
9. Supplemental Text Revisions of the Final EIR
10. Responses to FEIR Comments
11. CEQA Findings and Statement of Overriding Considerations (SOC)

12. Mitigation Monitoring and Reporting Program (MMRP)
13. Development Plans
14. Vesting Tentative Subdivision Map
15. Development Agreement
16. Development Agreement Ordinance
17. Correspondence as of October 25, 2018
18. Resolution Recommending Council Certification of the Environmental Impact Report and Adoption of the Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program
19. Resolution Recommending Council Approval of the General Plan Amendment
20. Rezoning Ordinance
21. Resolution Recommending Council Approval of the Rezoning
22. Resolution Recommending Council Approval of the Vesting Tentative Subdivision Map
23. Resolution Recommending Council Adoption of an Ordinance for the Approval of a Development Agreement
24. Conditions of Rezoning Approval
25. Conditions of Vesting Tentative Subdivision Map Approval

PROJECT DATA SHEET

Project Title: **Gateway Crossings Project**
Files: PLN2016-12318, PLN2016-12321, PLN2017-12481 & CEQ2016-01025
Location: 1205 Coleman Avenue, a 21.4 acre site located at the southwest corner of Coleman Avenue and Brokaw Road; APNs: 230-46-069 and 230-46-070.
Applicant: Hunter Storm, LLC
Owner: TOD Brokaw, LLC
Subject: **Adoption of an Environmental Impact Report with a Statement of Overriding Considerations and Mitigation Monitoring or Reporting Program; Approval of General Plan Amendment #87** from Santa Clara Station Regional Commercial, Santa Clara Station High Density Residential and Santa Clara Station Very High Density Residential to Santa Clara Station Very High Density Residential with a minimum commercial FAR of 0.2; **Approval of an Amendment to the General Plan Land Use Map** for the Santa Clara Station Focus Area to reflect the General Plan change; **Approval of an Amendment to the Climate Action Plan** to set Transportation Demand Management goals for the land use designation; **Approval of Zoning Code Amendment** to add a new zoning designation of Very High Density Mixed-Use to facilitate the development of land uses and building types proposed and **Rezone** from Light Industrial to Very High Density Mixed-Use to Very High Density Mixed Use Zoning District; **Approval of a Vesting Tentative Subdivision Map**; and **Approval of a Development Agreement** to allow the construction of a phased mixed-use development consisting of 1,565 residential units, a 152,000 square foot hotel, 45,000 square feet of ancillary retail, structured and surface parking, landscaping, private streets, new public street, on-and off-site public right-of-way improvements, and on-site infrastructure. The project also includes the dedication and development of two public parks totaling approximately 2.6 acres.
CEQA Determination: Environmental Impact Report (SCH# 2017022066)
Project Planner: Debby Fernandez, Associate Planner

Project Data	Existing	Proposed
General Plan Designation	Santa Clara Station Regional Commercial, Santa Clara Station High Density Residential and Santa Clara Station Very High Density Residential	Santa Clara Station Very High Density Residential with a minimum commercial FAR of 0.2
Zoning	Light Industrial	Very High Density Mixed Use
Parking Spaces	0	2,396
Residential Units	0	1,565
Residential Density	0	73 units per acre
Affordable Housing Units	0	157
Hotel – Square Feet	0	152,000
Ancillary Retail – Square Feet	0	45,000
Commercial Floor Area Ratio	0	0.21
Park Area	0	2.6 acres

HUNTER STORM

September 25, 2018

Santa Clara Planning Commissioners
Santa Clara City Councilmembers
1500 Warburton Avenue
Santa Clara, CA

Planning Commissioners and City Councilmembers,

We view Gateway Crossings as the residential component of a much larger transit-oriented development that includes our ongoing Coleman Highline project, Avaya Stadium, Coleman Crossroads which contains the Costco complex and Coleman Landings anchored by Lowes. With the existing retail centers bookending our projects, and the 1.5 million square feet of Class A office product that we're currently building, the missing ingredient is residential, which Gateway Crossings will provide.

To facilitate the development of our current site plan which includes 1600 apartment units, broken up into two distinct construction phases, a full-service 225 room hotel and up to 15,000 square feet of ancillary retail, we will need to adjust several current City designations for the property. These requirements include changing the existing zoning of *Light Industrial* (ML) to *Very High Density Mixed Use* and amending the General Plan to change the land use designation to *Very High Density Residential* with a minimum commercial FAR of 0.20.

It is our intention to make Gateway Crossings an economically viable mixed-use project that is a landmark destination in the City of Santa Clara. It is well known that Santa Clara is an employment node, and that new housing is critical in maintaining the upward trajectory of the City. Bringing 1600 apartment units to bear is unique for this market, but one that we believe will provide necessary housing, including below market rate options, to help ease the crisis we find ourselves in.

Additionally, we believe that it is imperative to cater our project to the active lifestyle; therefore, we've made first-class amenities an integral part of our design phase. We intend to provide a variety of both residential and non-residential comforts to this project, including a neighborhood public park in excess of two acres. This park will ultimately be programmed in conjunction with the City, but we imagine it will include a children's playground, BBQ area, dog park, hammock gardens and many other features that will be the envy of other municipalities. We also expect to have a rooftop amenity at the top of our full-service hotel that will have unparalleled views of the surrounding area, and certainly become a destination location for both resident and visitor alike.

In conclusion, we believe that Gateway Crossings will be an iconic Santa Clara destination as the first mixed use project at the future BART station, and it is necessary that the City amend the zoning and General Plan so that we can make this exciting future a reality.

Thanks,

A handwritten signature in blue ink, appearing to read 'Ed Storm', with a long horizontal flourish extending to the right.

Ed Storm
Hunter/Storm

Changes to Project Proposal

Hotel Use

Hotel	12-4-18 Proposal	5-21-19 Proposal	7-9-19 Proposal
Square Feet	182,000 sq.ft.	162,000 sq.ft.	152,000 sq.ft.
Floors	13	8	Same
Room Count	225	Same	Same
Amenity Area	9,900 sq.ft.	41,600 sq.ft.	16,400
Conference Area	6,300 sq.ft.	8,000 sq.ft.	Same

Commercial / Retail Use

	12-4-18 Proposal	5-21-19 Proposal	7-9-19 Proposal
At-grade Commercial / Retail	15,000 sq.ft.	25,000 sq.ft	45,000 sq.ft.

Residential Use

	12-4-18 Proposal	5-21-19 Proposal	7-9-19 Proposal
Unit Count	1,600	Same	1,565
Density	74.8 du/ac	Same	73.1
Building 1	317 (6 to 7 floors)	Same	332 (6 to 7 floors)
Building 2	399 (6 to 7 floors)	Same	393 (6 to 7 floors)
Building 3	371 (7 floors)	366 (7 to 13 floors)	324 (7 to 8 floors)
Building 4	513 (6 to 13 floors)	518 (6 to 13 floors)	516 (7 to 13 floors)

Residential Unit Count

	12-4-18 Proposal	5-21-19 Proposal	7-9-19 Proposal
Studio	230	198 .	184
1 Bedroom	633	673 .	684
1 Bedroom + Den	127	42 .	108
2 Bedroom	562	612 .	504
2 Bedroom + Den	48	58	90

Residential Unit Size

	12-4-18 Proposal	5-21-19 Proposal	7-9-19 Proposal
Studio	625 sq.ft.	Same	Same
1 Bedroom	693 to 795 sq.ft.	Same	Same
1 Bedroom + Den	875 to 1,000 sq.ft.	Same	Same
2 Bedroom	1,036 to 1,185 sq.ft.	Same	Same
2 Bedroom + Den	1,355 sq.ft.	Same	Same

Parking

	12-4-18 Proposal	5-21-19 Proposal	7-9-19 Proposal
Hotel	292 spaces	199 spaces	180 spaces
Visitor*	238 spaces	427 spaces	382 spaces
Resident	2,235 spaces	1,932 spaces	1,770 spaces
Motorcycle	41 spaces	Same	Same
Bicycle	553 spaces	820 spaces	796 spaces

*Visitor parking spaces are shared among retail customers, resident guests and park users.

Lot Data

Lot 1	12-4-18 Proposal	5-21-19 Proposal	7-9-19 Proposal
Units	317	Same	332
Gross Floor Area	344,521 sq.ft.	625,669 sq.ft.	Same
Total Parcel Area	160,155 sq.ft. (3.7 acres)	160,145 sq.ft. (3.7 acres)	Same
Floor Area Ratio	2.15	3.91	Same

Lot 2	12-4-18 Proposal	5-21-19 Proposal	7-9-19 Proposal
Units	399	399	393
Gross Floor Area	439,448 sq.ft.	766,599 sq.ft.	Same
Total Parcel Area	174,347 sq.ft. (4.0 acres)	Same	Same
Floor Area Ratio	2.52	4.40	Same

Lot 3	12-4-18 Proposal	5-21-19 Proposal	7-9-19 Proposal
Units	371	366	324
Gross Floor Area	387,835 sq.ft.	663,422 sq.ft.	563,509 sq.ft.
Total Parcel Area	145,403 sq.ft. (3.3 acres)	143,400 (3.3 acres)	Same
Floor Area Ratio	2.67	4.63	3.92

Lot 4	12-4-18 Proposal	5-21-19 Proposal	7-9-19 Proposal
Units	513	518	516
Gross Floor Area	316,826 sq.ft.	908,968 sq.ft.	932,442
Total Parcel Area	171,060 sq.ft. (3.9 acres)	171,075 sq.ft. (3.9 acres)	Same
Floor Area Ratio	1.85	5.31	5.45

Lot 5	12-4-18 Proposal	5-21-19 Proposal	7-9-19 Proposal
Room Count	225	Same	Same
Gross Floor Area	182,000 sq.ft.	162,000 sq.ft.	152,000 sq.ft.
Total Parcel Area	75,489 sq.ft. (1.7 acres)	75,504 sq.ft. (1.7 acres)	Same
Floor Area Ratio	2.41	2.15	2.01

Lot 6	12-4-18 Proposal	5-21-19 Proposal	7-9-19 Proposal
Dedicated Park Area	93,446 sq.ft. (2.1 acres)	Same	Same

Lot 7	12-4-18 Proposal	5-21-19 Proposal	7-9-19 Proposal
Dedicated Park Area	N/A	20,017 sq.ft. (0.46 acres)	Same

Lot 8	12-4-18 Proposal	5-21-19 Proposal	7-9-19 Proposal
Gross Floor Area	N/A	3,500 sq.ft.	Same
Total Parcel Area	N/A	5,009 sq.ft. (0.12 acres)	Same

Common Lots

	12-4-18 Proposal	5-21-19 Proposal	7-9-19 Proposal
A	0.535	Same.	Same
B	0.197	Same	Same
C	0.298	Same	Same
D	0.530	Same	Same
E	0.722	Same	Same
F	0.264	Same	Same

The Gateway Crossings CEQA Documents

DEIR, FEIR, Post FEIR Comments and Responses to Late Comments, Supplemental Text Revisions to the FEIR, and MMRP

The Gateway Crossings project EIR files are available here:

<http://santaclaraca.gov/Home/Components/BusinessDirectory/BusinessDirectory/157/3649?alpha=G>

In case either link is broken, please copy and paste the link into your browser.

Paper copies of the documents are also available in the Office of the City Clerk.



MEMORANDUM

DATE: June 26, 2019

TO: Debby Fernandez, City of Santa Clara

FROM: Kristy Weis, Senior Project Manager
Amy Wang, Associate Project Manager

SUBJECT: Supplemental Text Revisions to the Gateway Crossings Project Final Environmental Impact Report

This memorandum describes changes made to the text of the Final Environmental Impact Report for the Gateway Crossings project (“Final EIR”) following publication of the Final EIR on September 12, 2018¹ and Supplemental Text Revisions Memos dated September 26, 2018, October 30, 2018, and May 14, 2019.

At the May 21, 2019 City Council hearing, members of the public, and Councilmembers requested additional reconfiguration of the project design to increase the amount of retail use on-site. To address the request, the applicant refined the project to include 1,565 residential units, 225 hotel rooms, and 45,000 square feet of commercial uses, and 2.6 acres of parkland. Compared to the previous project analyzed in the Draft EIR, the final project reduces the number of residential units by 35 units, reduces the number of hotel rooms by 25 rooms, increases commercial square footage by 30,000 square feet, and increases parkland by 0.6 acres of parkland. The applicant is also committing to construct the hotel during the first phase of the development.

An analysis of the environmental impacts of the final project, by resource area, was completed, comparing the effects of the final project with the impacts identified in the Draft EIR, and found that the final project would not result in new or substantially more severe significant impacts than disclosed previously in the Draft EIR. A description of the final project and analysis of the environmental impacts of the final project are hereby incorporated into the Final EIR as text revisions. These text revisions are not considered “significant new information” pursuant to CEQA Guidelines Section 15088.5; therefore, recirculation of the Draft EIR is not required.

¹ The Final EIR consists of the April 2018 Draft Environmental Impact Report (“Draft EIR”) and the September 2018 Final EIR.

1.5 FINAL PROJECT

At the May 21, 2019 City Council hearing, members of the public, and Councilmembers requested additional reconfiguration of the project design to increase the amount of retail use on-site. To address the request, the applicant refined the project to include 1,565 residential units, 225 hotel rooms, and 45,000 square feet of commercial uses, and 2.6 acres of parkland. Compared to the previous project analyzed in the Draft EIR, the final project reduces the number of residential units by 35 units, reduces the number of hotel rooms by 25 rooms, increases commercial square footage by 30,000 square feet, and increases parkland by 0.6 acres of parkland. The applicant is also committing to construct the hotel during the first phase of development.

The previous project analyzed in the Draft EIR included two development options. The difference between the two options is the maximum number of residential dwelling units proposed (1,400 under Option 1 vs. 1,600 units under Option 2).

Table 1.5-1 below summarizes the final project and compares it to Option 2 of the previous project evaluated in the Draft EIR.

Table 1.5-1: Project Development Summary			
	Residential Units	Hotel Rooms	Retail Square Footage
A. Final Project	1,565	225	45,000
B. Draft EIR Project (Option 2)	1,600	250	15,000
<i>Difference (A – B)</i>	-35	-25	+30,000

The final project proposes the same land uses as the previous project analyzed in the Draft EIR. The final project proposes 35 fewer residential units, 25 fewer hotel rooms, and 30,000 more square feet of commercial/retail uses than the previous project. The conceptual site plan of the final project compared to the site plan for the previous project analyzed in the Draft EIR are shown in Figure 1.5-1.

1.5.1 Revisions to Buildings 1-4

The maximum residential building height of 150 feet would not change under the final project. The massing of Buildings 1 and 2 would remain the same under the final project as previously proposed.

The massing of Buildings 3 and 4, would change under the final project. Compared to what was proposed under the previous project analyzed in the Draft EIR, the footprint of Building 3 would be reduced to allow for a linear park between Buildings 3 and 4. The height of Building 3 would increase by one story on the northern portion of the building (from seven to eight stories). Building 3 outdoor amenity space on the 3rd floor would be reconfigured as a result of the change in building footprint.

Compared to the previous project analyzed in the Draft EIR, the 13-story tower on Building 4 would be reoriented to front the linear park instead of the neighborhood park as previously proposed. In addition, an additional story would be added to the northwest portion of Building 4 (from seven to eight stories). The outdoor amenity space on the 3rd floor of Building 4 would be reconfigured due to the change in the building footprint. The reconfiguration of Building 4 is intended to break up the building mass fronting the linear park.

In addition, rooftop decks are proposed on the 7th floor of Building 3 and 13th floor of Building 4 facing the linear park. Like the previous project analyzed in the Draft EIR, the final project would provide a total of approximately two acres of amenity space in the residential buildings. The final project would result in a density of about 73 dwelling units per acre.

1.5.2 Revisions to the Hotel and Commercial Retail Space

Under the final project, a total of 197,000 square feet of commercial space is proposed. The final project includes a 152,000-square foot hotel and 45,000 square feet of ancillary commercial space located throughout the project site on the ground floor of Buildings 1-4. The final project would have a commercial floor-area-ratio of 0.21.

Compared to the previous project analyzed in the Draft EIR, the hotel under the final project would have 25 fewer hotel rooms, a reduced building square footage of 152,000 (instead of 200,000 square feet previously analyzed in the Draft EIR), an L-shaped building configuration (instead of the rectangular configuration previously analyzed in the Draft EIR), and a reduced number of stories above grade, from 13 to eight. The outdoor amenity space for the hotel under the final project would be provided on the 2nd floor (approximately 3,000 square feet) and 8th floor (approximately 1,000 square feet). The size of the back-up generator (100 kW) for the hotel would remain the same under the final project as previously analyzed in the Draft EIR.

All the ancillary commercial retail space, including the additional 30,000 square feet, would be integrated into the ground floors of Buildings 1 through 4 fronting the neighborhood and linear park, with 3,500 square feet of free-standing commercial space at the northern end of the neighborhood park.

1.5.3 Revisions to Park Space and Common Amenity Space

Compared to the project analyzed in the Draft EIR, the final project includes a new linear park between Buildings 3 and 4. The linear park would be approximately 0.6 acres. The 3,500 square feet of commercial space and its associated improvements (i.e., walkway) would reduce the size of the neighborhood park by approximately 0.1 acres. Overall, the final project would include a total of approximately 2.6 acres of park space compared to the approximately two acres previously analyzed in the Draft EIR. The increase in recreational space would also result in an increase in landscaping, including 72 additional trees, compared to the previous project analyzed in the Draft EIR.

The previous project analyzed in the Draft EIR included approximately 0.3 acres of common amenity space at-grade throughout the project site. Under the final project, the common amenity space proposed at-grade would be reduced from approximately 0.3 to 0.05 acres compared to the project analyzed in the Draft EIR. The change in park and common amenity space under the final project results in an increase in pervious surfaces from 222,170 square feet (or 24 percent of the site) under the previous project to 271,256 square feet (or 29 percent) under the final project. A summary of the previous and impervious surfaces on-site under the final project compared to the previous project analyzed in the Draft EIR is provided in Table 1.5-2.

Table 1.5-2: Summary of the Approximate Pervious/Impervious Surfaces On-Site				
	Draft EIR Project Site Coverage		Final Project Site Coverage	
	Square Feet	Percentage	Square Feet	Percentage
Impervious	710,009	76	660,923	71
Pervious	222,170	24	271,256	29
<i>Total</i>	<i>932,179</i>	<i>100</i>	<i>932,179</i>	<i>100</i>

1.5.4 Other Project Components

In addition to the maximum building height and Buildings 1 and 2, other project elements that are described in Sections 2.2.13 through 2.2.18 of the Draft EIR including, green building measures, vehicle miles traveled reduction plan, site access, parking, public right-of-way improvements, utility connections and improvements, and construction, would not change under the final project.

DRAFT EIR PROJECT



FINAL PROJECT



1.5.5 Project Objectives

As described in the Section 1.4.5 of the Final EIR, the applicant's objectives for the project are as follows:

1. Develop the 24-acre project site at the southwest corner of Coleman Avenue and Brokaw Road in Santa Clara into an economically viable mixed use project consisting of commercial spaces and a vibrant residential community, providing a range of product types that will support the diversity of Santa Clara and is designed to be inviting to all.
2. Provide the on-site residential community and public access to a pedestrian friendly site with a variety of on-site recreational amenities including a neighborhood park, BBQ area, children's playground, and various lounge areas.
3. Develop an on-site commercial component of approximately 187,000 square feet, consisting of a hotel and ancillary commercial uses, that will provide services to both the residential community and public at large and will generate tax revenues for the City.
4. Create a transit-oriented development that supports alternative modes of transportation with a direct connection to the Santa Clara Transit Station.
5. Comply with and advance the General Plan goals and policies for the Santa Clara Station Focus Area (General Plan Section 5.4.3).

Based on the final project, Objective 3 has been changed as follows:

3. Develop an on-site commercial component of approximately 197,000 square feet, consisting of a hotel and ancillary commercial uses, that will provide services to both the residential community and public at large and will generate tax revenues for the City.

Compared to objectives listed above, the applicant's objective has been revised to change the total development of hotel and ancillary commercial uses to approximately 197,000 square feet.

As described in the Draft EIR and Section 1.4.5 of this Final EIR, the City's objectives for this key site within the Santa Clara Station Focus Area are as follows:

1. Create a mixed-use neighborhood of high density residential development combined with commercial services to support the residents, businesses and visitors within and around the plan area as well as the users of the abutting Santa Clara Caltrain/BART heavy rail transit node.
2. Promote long term sustainability with an array and arrangement of complementary uses by achieving LEED certification (or equivalent), minimizing vehicle miles traveled, capitalizing on efficient public infrastructure investment and providing convenient amenities for residents and users of the plan area.
3. Maximize housing unit yield on a site with minimal impact on existing neighborhoods that will address the jobs/housing balance, create a critical mass of housing to justify commercial services, particularly retail services, and provide a variety of housing unit types.
4. Provide a suitable affordable housing component that addresses the City's lower income housing needs in close proximity to transit services and commercial services and jobs.

5. Provide a significant hotel component and retail services that support the business travel market, enhance the tax base and contribute other revenues to support City services that serve the development.

The final project meets all of the applicant and City objectives listed above because it would develop a residential mixed-use development with on-site recreational amenities, approximately 197,000 square feet of commercial (i.e., hotel and retail) uses, achieve LEED certification (or equivalent), minimize vehicle miles travelled, maximize the housing unit yield allowed on-site, and provide affordable housing near existing and planned transit.

1.5.6 Environmental Impacts

An analysis of the environmental impacts of the final project, by environmental resource and for each EIR impact, is provided below. Because the final project is very similar in nature to the previous project analyzed in the Draft EIR, readers are referred to the analysis and details in the Draft EIR. Also refer to the Draft EIR for detailed descriptions of the existing environmental setting, thresholds of significance, and mitigation measures. As discussed below, the final project would not result in new or substantially more severe significant impacts than disclosed previously in the Draft EIR. A summary of the final project, previous project analyzed in the Draft EIR, and project alternative impacts is provided at the end of this subsection in Table 1.5-10.

1.5.2.1 *Aesthetic Impacts*

As described in Section 1.5.1, Building 3 and 4 and the hotel would be reconfigured compared to what was analyzed in the Draft EIR. The overall massing of the entire project, however, is similar to the previous project and the maximum building height of 150 feet would not change under the final project. In addition, the final project proposes the same setbacks, lighting, and building materials as the previous project analyzed in the Draft EIR. The final project would include approximately 0.6 more acres of park space and landscaping (including 72 additional trees) than the previous project. For these reasons, the final project would result in the same less than significant project and less than significant cumulative impacts to aesthetics as discussed in the Draft EIR for the previous project. **(Less than Significant Impact, Less than Significant Cumulative Impact)**

1.5.2.2 *Agricultural and Forestry Resources*

As discussed in the Draft EIR, the project site is not designated, used, or zoned for agricultural, forest, or timberland purposes. The project site is not the subject of Williamson Act contract. There are no lands in the vicinity of the site that are used for agricultural, forestry, or timberland purposes. For these reasons, the final project (like the previous project analyzed in the Draft EIR), would not result in project or cumulative impacts to agricultural and forestry resources. **(No Impact, No Cumulative Impact)**

1.5.2.3 *Air Quality*

The final project is subject to the same existing air quality ambient conditions as described for the previous project in the Draft EIR.

Cumulative Contribution to Non-Attainment Criteria Pollutant Emissions

Construction Emissions

The final project would be constructed with the same phases as the previous project (though in a different sequence, with the hotel as the first phase) and within the same timeframe as described in the Draft EIR for the previous project. In addition, the construction of the final project would use the same construction equipment at the same or lesser rate (i.e., quantity and duration) as the previous project analyzed in the Draft EIR. For these reasons, the final project would result in the same or lesser construction emissions as the previous project analyzed in the Draft EIR. The final project would implement the same mitigation measures (see MM AIR-1.1 and AIR-1.2 below) as identified in the Draft EIR to reduce the impact from construction emissions to a less than significant level.

(Less than Significant Impact with Mitigation Incorporated)

Mitigation Measures:

MM AIR-1.1: During any construction period ground disturbance, the applicant shall ensure that the project contractor implements the following BAAQMD BMPs:

- All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
- All haul trucks transporting soil, sand, or other loose material off-site 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 (mph).
- 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.
- Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five 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.
- 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.

- Post a publicly visible sign with the telephone number and person to contact at the construction firm 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.

MM AIR-1.2: The project shall develop a plan demonstrating that the off-road equipment used on-site to construct the project would achieve a fleet-wide average 92 percent reduction in PM₁₀ exhaust emissions or more. The plan shall include, but is not limited to, one or more of the following:

- All mobile diesel-powered off-road equipment larger than 25 horsepower and operating on the site for more than two days continuously shall meet, at a minimum, USEPA particulate matter emissions standards for Tier 4 engines or equivalent and include the use of equipment that includes CARB-certified Level 3 Diesel Particulate Filters.
- Use of alternatively-fueled equipment (i.e., non-diesel), such as electric, biodiesel, or liquefied petroleum gas for example, would meet this requirement.
- Other measures may be the use of added exhaust devices, or a combination of measures, provided that these measures are approved by the City and demonstrated to reduce community risk impacts to less than significant.

Operational Emissions

The operational emissions of the final project in comparison to the previous project analyzed in the Draft EIR are summarized in Table 1.5-3. As shown in Table 1.5-3, the final project would result in slightly lower emissions than the previous project analyzed in the Draft EIR.

Table 1.5-3: Estimated Project Operational Air Emissions (tons/year)				
	ROG	NO_x	PM₁₀	PM_{2.5}
A. Final Project	11.55	9.87	9.85	2.81
B. Draft EIR Project (Option 2)	11.78	10.09	9.92	2.85
<i>Difference (A – B)</i>	-0.23	-0.22	-0.07	-0.04
Source: Illingworth & Rodkin, Inc. <i>Final Project Criteria Air Pollutant Greenhouse Gas Emissions Modeling</i> . June 11, 2019.				

The final project would implement the same mitigation measures (see MM AIR-2.1 and AIR-2.2 below) as identified in the Draft EIR for the previous project to reduce the impact from operational emissions to a less than significant level. **(Less than Significant Impact with Mitigation Incorporated)**

Mitigation Measures:

MM AIR-2.1: The project shall develop and implement a VMT Reduction Plan that would reduce vehicle trips by 20 percent, half of which (a 10 percent reduction) shall be achieved with TDM measures.

MM AIR-2.2: The project shall use low volatile organic compound or VOC (i.e., ROG) coating, that are below current BAAQMD requirements (i.e., Regulation 8, Rule 3: Architectural Coatings), for at least 50 percent of all residential and nonresidential interior and exterior paints. This includes all architectural coatings applied during both construction and reapplications throughout the project's operational lifetime. At least 50 percent of coatings applied must meet a "super-compliant" VOC standard of less than 10 grams of VOC per liter of paint. For reapplication of coatings during the project's operational lifetime, the Declaration of Covenants, Conditions, and Restrictions shall contain a stipulation for low VOC coatings to be used.

Effects on Air Quality Standards

While the final project would result in slightly more average daily trips (see Table 1.5-7) than the previous project described in the Draft EIR, the final project would result in lower operational emissions (see Table 1.5-3) due to the slight differences in development intensity. For these reasons, the final project would result in similar (though less) exceedance of the BAAQMD O₃ (specifically ROG) air quality standards (as discussed above and mitigated with the implementation of MM AIR-2.1 and AIR-2.2) as described in the Draft EIR for the previous project.

In addition, like the previous project, the final project would not violate other air quality standards (including those for NO_x and CO). **(Less than Significant Impact)**

Exposure of Sensitive Receptors to Pollutant Concentrations

Exposure of Sensitive Receptors from Project Construction Activity

As discussed previously, the final project would be constructed within the same timeframe and number of phases (though in a different sequence) as the previous project analyzed in the Draft EIR. In addition, the construction of the final project would use the same construction equipment at the same or lesser rate as the previous project analyzed in the Draft EIR. For these reasons, the final project would result in the same less than significant health risk impact to off-site sensitive receptors and, with the implementation of mitigation measure MM AIR-1.2, would result in the same less than significant health risk to on-site sensitive receptors as described in the Draft EIR for the previous project. **(Less than Significant Impact)**

Exposure of Sensitive Receptors to Project Emergency Generator Testing and Maintenance

Like the previous project analyzed in the Draft EIR, the final project includes a diesel-fuel emergency backup generator for the hotel. The backup emergency diesel generator would be the same size under the final project (100 kW) as the previous project analyzed in the Draft EIR. For this reason, the health risk from the operation and testing of the generator would be the same as described for the previous project in the Draft EIR. **(Less than Significant Impact)**

Exposure of On-Site Sensitive Receptors from Existing TAC Sources

The final project would be exposed to the same existing TAC sources as described in the Draft EIR for the previous project. The final project would implement the same conditions of approval (see below) identified in the Draft EIR for the previous project to reduce health risks to below the BAAQMD significance thresholds.

Conditions of Approval:

- The final site layout shall locate operable windows and air intakes as far as possible and feasible from TAC sources.
- Install air filtration at all residential units. Air filtration devices shall be rated MERV13 or higher. To ensure adequate health protection to sensitive receptors, a ventilation system shall meet the following minimal design standards:
 - a. A MERV13 or higher rating;
 - b. At least one air exchange(s) per hour of fresh outside filtered air; and
 - c. At least four air exchange(s) per hour recirculation.Alternately, at the approval of the City, equivalent control technology may be used if it is shown by a qualified air quality consultant or heating, ventilation, and air conditioning (HVAC) engineer that it would reduce risk below significance thresholds.
- Implement an ongoing maintenance plan for the building's HVAC air filtration system. Recognizing that emissions from air pollution sources are decreasing, the maintenance period shall last as long as significant excess cancer risk or annual PM_{2.5} exposures are predicted. Subsequent studies could be conducted by an air quality expert approved by the City to identify the ongoing need for the filtered ventilation systems as future information becomes available.
- Ensure that the lease agreement and other property documents (1) require cleaning, maintenance, and monitoring of the affected units for air flow leaks; (2) include information on the ventilation system to new owners and tenants; and (3) include provisions that fees associated with owning or leasing a unit(s) in the building include funds for cleaning, maintenance, monitoring, and replacements of the filters, as needed.
- Prior to building occupancy, an authorized air pollutant consultant or HVAC engineer shall verify the installation of all necessary measures to reduce TAC exposure.

Odors

The final project proposes the same land uses as the previous project. For this reason, the final project would result in the same less than significant odors described in the Draft EIR for the previous project. **(Less than Significant Impact)**

Consistency with the 2017 Clean Air Plan

The final project supports the goals of the 2017 Clean Air Plan (CAP) of protecting public health and protecting the climate and is consistent with the 2017 CAP control measures SS20 and SS32 for the same reasons as the previous project, by:

- Implementing mitigation measures to reduce criteria air pollutants during construction and operation,
- Evaluating health risk to nearby receptors from the backup generator proposed on-site,
- Reducing motor vehicle miles traveled by proposing a mixed-use project in proximity to existing/proposed/planned pedestrian, bicycle, and transit facilities,
- Including a TDM program that encourages automobile-alternative transportation, and
- Complying with applicable regulations that would result in energy and water efficiency including Title 24 and California Green Building Standards Code.

The final project would not disrupt or hinder the implementation of applicable CAP control measures. **(Less than Significant Impact)**

Cumulative Impacts

Because the final project would result in the same or lesser air quality impacts as the previous project analyzed in the Draft EIR and would implement the same mitigation measures, the final project would result in the same or lesser contribution to cumulative air quality impacts as the previous project analyzed in the Draft EIR. **(Less than Significant Cumulative Impact)**

1.5.2.4 Biological Resources

The final project is proposed on the same site and is subject to the same existing biological resources conditions as described in the Draft EIR. The final project would disturb the same area/site as the previous project described in the Draft EIR.

Special-Status Species and Sensitive Habitats

Burrowing Owls

The final project would implement the same conditions of approval as the previous project analyzed in the Draft EIR (see below), to survey for the burrowing owl and protect the burrowing owl if it is found present on-site. The final project, therefore, would result in same less than significant impact

to burrowing owls as described for the previous project in the Draft EIR. **(Less than Significant Impact)**

Conditions of Approval:

- Pre-construction surveys for burrowing owls shall be conducted in conformance with CDFW protocols. The initial site visit shall be conducted no more than 14 days prior to the start of any ground-disturbing activity such as clearing and grubbing, excavation, or grading, or any similar activity. If during the initial survey any ground squirrel burrows or other burrows that may be used as nesting or roosting sites by burrowing owls are detected, but no burrowing owls are observed, a second survey shall be conducted within 48 hours of the start of construction to determine whether any burrowing owls are present. If no burrowing owls are located during these surveys, no additional action would be warranted. However, if burrowing owls are located on or immediately adjacent to impact areas the following measures shall be implemented.
- If burrowing owls are present during the nonbreeding season (generally 1 September to 31 January), a 160-foot buffer zone, within which no new project-related activity would be permissible, shall be maintained around the occupied burrow(s) if feasible, though a reduced buffer is acceptable during the non-breeding season as long as construction avoids direct impacts to the burrow(s) used by the owls. During the breeding season (generally 1 February to 31 August), a 250-foot buffer, within which no new project-related activity would be permissible, shall be maintained between project activities and occupied burrows. If owls are present at burrows on the site after 1 February, it will be assumed to be nesting on or adjacent to the site unless evidence indicates otherwise. This protected area shall remain in effect until 31 August, or based upon monitoring evidence, until the young owls are foraging independently.
- If ground-disturbing activities would directly impact occupied burrows, the owls occupying burrows to be disturbed shall be passively relocated during the non-nesting season. Relocation shall occur by a qualified biologist using one-way doors. No burrowing owls shall be evicted from burrows during the nesting season (1 February through 31 August) unless evidence indicates that nesting is not actively occurring (e.g., because the owls have not yet begun nesting early in the season, or because young owls have already fledged late in the season).

Nesting Birds

The final project would have the same impact to nesting birds as the previous project analyzed in the Draft EIR and would implement the same mitigation measure (MM BIO-1.1 below) identified in the Draft EIR for the previous project to reduce the impacts to nesting birds to a less than significant level. **(Less than Significant Impact with Mitigation Incorporated)**

Mitigation Measures:

MM BIO-1.1: Construction shall be scheduled to avoid the nesting season to the extent feasible. The nesting season for most birds, including most raptors, in the San Francisco Bay Area extends from February 1 through August 31.

If it is not possible to schedule construction and tree removal between September and January, then pre-construction surveys for nesting birds shall be completed by a qualified ornithologist to ensure that no nests shall be disturbed during project implementation. This survey shall be completed no more than 14 days prior to the initiation of grading, tree removal, or other demolition or construction activities during the early part of the breeding season (February through April) and no more than 30 days prior to the initiation of these activities during the late part of the breeding season (May through August).

During this survey, the ornithologist shall inspect all trees and other possible nesting habitats within and immediately adjacent to the construction area for nests. If an active nest is found sufficiently close to work areas to be disturbed by construction, the ornithologist, in consultation with CDFW, shall determine the extent of a construction-free buffer zone to be established around the nest to ensure that nests of bird species protected by the MBTA or Fish and Game Code shall not be disturbed during project construction.

A final report of nesting birds, including any protection measures, shall be submitted to the Director of Community Development prior to the start of grading or tree removal.

Bird Strikes

The final project proposes buildings of the same materials and maximum building height as the previous project analyzed in the Draft EIR. The final project would have the same potential for bird strikes as the previous project and implement the same conditions of approval as identified in the Draft EIR (see below) for the previous project. The final project, therefore, would have the same less than significant bird strike impact as described for the previous project analyzed in the Draft EIR.

(Less than Significant Impact)

Conditions of Approval:

- The project shall prepare and submit a plan to implement bird-safe design standards into project buildings and lighting design to minimize hazards to birds. These specific standards shall include the following 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 or eliminate the visibility of landscaped areas behind glass.

- To the extent consistent with the normal and expected operations of the residential and commercial uses of the project, take appropriate measures to avoid use of unnecessary lighting at night, especially during bird migration season (February through May and August through November) through the installation of motion-sensor lighting, automatic light shut-off mechanisms, downward-facing exterior light fixtures, or other effective measures to the extent possible.

Impacts to Trees

Like the previous project analyzed in the Draft EIR, the final project would remove all five existing trees on-site. The final project would plant a total of 722 new trees, which is 72 more trees than were previously proposed to be planted. For this reason, the final project would result in the same less than significant impacts to trees as described in the Draft EIR for the previous project. **(Less than Significant Impact)**

Consistency with the Habitat Plan

Like the previous project, the final project would pay all applicable Habitat Plan fees. The final project, therefore, would result in the same less than significant Habitat Plan impact as the previous project analyzed in the Draft EIR. **(Less than Significant Impact)**

Cumulative Impacts

Because the final project would result in the same biological resources impacts as the previous project described in the Draft EIR and would implement the same mitigation measures, the final project would result in the same contribution to cumulative biological resources impacts as the previous project. **(Less than Significant Cumulative Impact)**

1.5.2.5 Cultural Resources

Historic, Paleontological, Tribal Cultural Resources Impacts

The final project is on the same site as the previous project and proposes the same level of ground disturbance (including depth of excavation) at the site. For this reason, the final project would result in the same impact to historic, paleontological, and tribal cultural resources as the previous project. **(No Impact)**

Archaeological Resources Impacts

The final project is on the same site and proposes the same level of ground disturbance as the previous project analyzed in the Draft EIR. The final project would implement the same mitigation measures (see MM CUL-1.1 through -1.3) as the identified in the Draft EIR for the previous project and, therefore, would result in the same impact described for the previous project. **(Less than Significant Impact with Mitigation Incorporated)**

Mitigation Measures:

- MM CUL-1.1:** Archaeological monitoring by a qualified prehistoric archaeologist shall be completed during soil remediation and presence/absence exploration with a backhoe shall be completed where safe, undisturbed, and possible prior to construction activities. If any potentially CRHR eligible resources are identified, they should be briefly documented, photographed, mapped, and tarped before the area is backfilled. If resources are identified, a research design and treatment plan shall be completed and implemented by the archaeologist and shall include hand excavating the feature(s) or deposits prior to building construction.
- MM CUL-1.2:** As part of the safety meeting on the first day of construction/ground disturbing activities, the Archaeological Monitor shall brief construction workers on the role and responsibility of the Archaeological Monitor and procedures to follow in the event cultural resources are discovered. The prime construction contractor and any other subcontractors shall be informed of the legal and/or regulatory implications of knowingly destroying cultural resources or removing artifacts, human remains, and other cultural materials from the study area. The archaeological monitor has the authority to stop or redirect construction/remediation work to other locations to explore for potential features.
- MM CUL-1.3:** In the event that human remains are discovered during excavation and/or grading of the site, all activity within a 50-foot radius of the find shall be stopped. The Santa Clara County Coroner shall be notified and shall make a determination as to whether the remains are of Native American origin or whether an investigation into the cause of death is required. If the remains are determined to be Native American, the Coroner shall notify the Native American Heritage Commission NAHC immediately. Once NAHC identifies the most likely descendants, the descendants will make recommendations regarding proper burial, which will be implemented in accordance with Section 15064.5(e) of the CEQA Guidelines.

Cumulative Impacts

Because the final project would result in the same cultural resources impacts as the previous project described in the Draft EIR and implement the same mitigation measures, the final project would result in the same contribution to cumulative cultural resources impacts as the previous project. **(Less than Significant Cumulative Impact)**

1.5.2.6 *Energy*

Energy Use and Efficiency

The final project proposes a similar amount of development as the previous project analyzed in the Draft EIR. For this reason, it is anticipated that the final project would have a similar energy demand during construction and operation as the previous project analyzed in the Draft EIR.

The final project would implement the same construction period mitigation measures (MM AIR-1.1 and AIR-1.2) as the previous project analyzed in the Draft EIR to minimize idling times, require properly maintained construction equipment, and use of alternative fueled construction equipment. In addition, like the previous project analyzed in the Draft EIR, the final project would comply with the City's Construction and Demolition Debris Recycling Program.

A summary of the estimated energy demand of the final project and previous project analyzed in the Draft EIR is provided in Table 1.5-4. As shown in Table 1.5-4, the final project would result in lower electricity and natural gas demand, and a higher gasoline demand than the previous project analyzed in the Draft EIR.

Table 1.5-4: Estimated Annual Operational Energy Demand			
	Estimated Electricity Demand (gigawatt-hours)	Estimated Natural Gas Demand (billion British thermal units)	Estimated Gasoline Demand* (gallons)
A. Final Project	15	28	474,118
B. Draft EIR Project (Option 2)	18	34	398,149
<i>Difference (A – B)</i>	-3	-6	+75,969
Source: Illingworth & Rodkin, Inc. <i>Final Project Criteria Air Pollutant Greenhouse Gas Emissions Modeling</i> . June 11, 2019.			

While the final project would generate higher gasoline demand than the previous project analyzed in the Draft EIR, the final project would not use fuel or energy in a wasteful manner, given the project features that reduce energy use, including the following:

- Developing an infill site,
- Proposing a mix of uses,
- Proposing high-density residential uses near existing transit,
- Implementing a TDM program to promote automobile-alternative modes of transportation,
- Constructing bike lanes on Coleman Avenue and Brokaw Road,

- Improving an existing bus stop,
- Constructing in conformance with the Title 24 and CALGreen to promote energy and water efficiency,
- Including recycling services on-site to reduce solid waste disposal,
- Planting trees to reduce the heat island effect,
- Connecting to recycled water for landscape irrigation,
- Providing for use of lawn and garden equipment powered by electricity, and
- Incorporating permeable paving.

For these reasons, like the previous project analyzed in the Draft EIR, the construction and operation of the final project would not use fuel or energy in a wasteful manner. **(Less than Significant Impact)**

Increase in Energy Demand

Like the previous project analyzed in the Draft EIR, the final project is consistent with the overall development assumptions in the City's General Plan. The General Plan EIR concluded that the buildout of the General Plan would not result in a significant energy demand impact. For these reasons, the final project would not result in a significant impact on energy demand. **(Less than Significant Impact)**

Cumulative Impacts

Because the final project would result in a similar energy demand as the previous project described in the Draft EIR, the final project would have a similar contribution to cumulative energy impacts as the previous project. **(Less than Significant Cumulative Impact)**

1.5.2.7 *Geology and Soils*

The final project is subject to the same geology and soil conditions as described for the previous project and proposes a similar amount of development as the previous project analyzed in the Draft EIR. Like the previous project, the final project would comply with existing regulations (including implementation of a Stormwater Pollution Prevention Plan and implementation of recommendations in a design-level geotechnical engineering study) to reduce geology and soil impacts to a less than significant level. For these reasons, the final project would result in the same less than significant project and less than significant cumulative geology and soils impacts as the previous project analyzed in the Draft EIR. **(Less than Significant Impact, Less than Significant Cumulative Impact)**

1.5.2.8 *Greenhouse Gas Emissions*

Construction Emissions

The final project proposes a similar amount of development as the previous project and generates 236 more average daily vehicle trips than the previous project analyzed in the Draft EIR (refer to Table 1.5-7). The final project would result in the same or fewer construction-related GHG emissions as the previous project analyzed in the Draft EIR because it would be constructed within the same

timeframe and use the same construction equipment at the same or lesser rate. Like the previous project, the final project reduces GHG emissions in various ways, including:

- Developing an infill site;
- Proposing a mix of uses;
- Proposing high-density residential uses near existing transit;
- Implementing a TDM program to promote automobile-alternative modes of transportation (see MM AIR-2.1);
- Constructing bike lanes on Coleman Avenue and Brokaw Road;
- Improving an existing bus stop;
- Constructing in conformance with the Title 24 and CALGreen to promote energy and water efficiency;
- Installing both EV fixtures and wiring for additional EV stalls in all of the parking garages;
- Including recycling services onsite to reduce solid waste disposal;
- Planting trees to reduce the heat island effect;
- Connecting to recycled water for landscape irrigation;
- Providing for use of lawn and garden equipment powered by electricity; and
- Incorporating permeable paving.

Operational Emissions

A summary of the greenhouse gas emissions and greenhouse gas emissions per service population for the final project compared to the previous project analyzed in the Draft EIR is shown in Table 1.5-5.

Table 1.5-5: Estimated Annual GHG Emissions and GHG Emissions Per Service Population		
	GHG Emissions with Implementation of Mitigation Measure MM AIR-2.1 (MT)	GHG Emissions per Service Population (MT)
Final Project	12,351	2.59
Draft EIR Project (Option 2)	12,772	2.60
<p>Note: MT = metric tons; The service population was estimated using the following rates: 2.73 average persons per household; and one employee per 400 commercial square feet (Sources: California Department of Finance. "E-5 City/County Population and Housing Estimates." May 2017. Accessed: August 18, 2017. Available at: http://www.dof.ca.gov/Forecasting/Demographics/Estimates/E-5/; City of Santa Clara. <i>City of Santa Clara 2010-2035 General Plan</i>. Adopted December, 2010, amended December 2013 and December 2014. Page 8.6-12.).</p> <p>Source: Illingworth & Rodkin, Inc. <i>Final Project Criteria Air Pollutant Greenhouse Gas Emissions Modeling</i>. June 11, 2019.</p>		

As shown on Table 1.5-5, the final project (with the implementation of mitigation measure MM AIR-2.1) would result in fewer total GHG emissions and a lower GHG emissions per service population than the previous project (Option 2) analyzed in the Draft EIR. Like Option 2 of the previous project, the final project (with the implementation of mitigation measures MM AIR-2.1) would not exceed

the significance threshold of 2.6 MT of CO₂e per year per service population. **(Less than Significant Impact with Mitigation Incorporated)**

Consistency with the 2017 Clean Air Plan, General Plan, and Climate Action Plan

The final project would implement the same air quality mitigation measures, develop the same mix of uses, implement a TDM program, comply with Title 24 and CALGreen, and include the same water conservation, recycling, electric gardening equipment accessibility, construction best management practices, EV fixtures and wiring, shade trees, and permeable pavement as the previous project. For these reasons, the final project would have the same consistency with the 2017 Clean Air Plan, General Plan, and Climate Action Plan as the previous project analyzed in the Draft EIR. **(Less than Significant Impact)**

Cumulative Impacts

The final project would result in similar significant GHG impacts as the previous project as identified in the Final EIR. The final project, therefore, would result in a similar contribution to a significant cumulative greenhouse gas emissions impact as the previous project. **(Less than Significant Cumulative Impact with Mitigation Incorporated)**

1.5.2.9 Hazards and Hazardous Materials

Routine Transport, Use, or Disposal of Hazardous Materials

Like the previous project analyzed in the Draft EIR, the final project does not propose any on-site use of hazardous materials other than small quantities of herbicides and pesticides for landscaping maintenance and cleaning and pool chemicals. The final project would be implemented in accordance with federal, state, and local laws and regulations. For these reasons, the final project would result in the same less than significant impact regarding the routine transport, use, or disposal of hazardous materials as described in the Draft EIR for the previous project. **(Less than Significant Impact)**

Reasonably Foreseeable Upset and Accident Conditions Involving the Release of Hazardous Materials

The final project is subject to the same existing hazards and hazardous materials conditions as described in the Draft EIR and proposes the same land uses and ground disturbance activities as described in the Draft EIR for the previous project. Like the previous project analyzed in the Draft EIR, the final project would implement mitigation measures MM HAZ-1.1 (see below) to reduce the impacts related to the release of hazardous materials to a less than significant level. **(Less than Significant Impact with Mitigation Incorporated)**

Mitigation Measures:

MM HAZ-1.1: The project shall develop and implement a Site Management Plan (SMP) that outlines the measures required to mitigate potential risks (including soil vapor intrusion) to construction workers, future occupants, and the environment from potential exposure to hazardous substances that may be encountered during soil intrusive or construction activities on-site. As part of the SMP, the requirements of a worker health and safety plan be outlined to address potential hazards to construction workers and off-site receptors that may result from construction activities. Each contractor shall be required to develop their own site-specific health and safety plan to protect their workers.

The SMP shall also identify all wells on-site and identify measures to protect and/or abandon existing remediation systems, groundwater monitoring wells, and soil vapor monitoring wells. All wells to be abandoned shall be permitted through the SCVWD.

The SMP prepared as stipulated above was submitted and approved by RWQCB in May 2016. This approved SMP was submitted to the City and a copy is included in Appendix E of the Draft EIR.

Safety Hazards

The final project is proposed on the same site and proposes the same maximum building height as the previous project analyzed in the Draft EIR. For this reason, the final project would result in the same less than significant safety hazards as described for the previous project in the Draft EIR. **(Less than Significant Impact)**

Emergency Plan and Wildland Fires

The final project is proposed on the same site as the previous project. As described in the Draft EIR, the project site is not subject to wildfire hazards. Like the previous project, the final project would not change the local roadway circulation pattern and access or otherwise physically interfere with the Santa Clara Emergency Operations Plan or other emergency response or evacuation plans. **(No Impact)**

Consistency with the Airport Comprehensive Land Use Plan

The final project proposes the same maximum building height of 150 feet and similar building massing as the previous project analyzed in the Draft EIR. The project was considered by the ALUC on June 28, 2017, which acknowledged that with a density of 51-100 du/ac and a minimum FAR of 0.20 for commercial uses, the project would be consistent with the CLUP. The final project remains within the scope of this approval, at 73 du/ac and a commercial FAR of 0.21. **(Less than Significant Impact)**

Cumulative Impacts

Because the final project would result in the same hazards and hazardous materials impacts and implement the same mitigation measure as the previous project described in the Draft EIR, the final project would result in the same less than significant contribution to cumulative hazards and hazardous materials impact as the previous project. **(Less than Significant Cumulative Impact)**

1.5.2.10 *Hydrology and Water Quality*

The final project is subject to the same existing hydrology and water quality site conditions (e.g., groundwater depth, flooding, and inundation) described in the Draft EIR. In addition, the final project proposes the same below ground excavation and would result in less impervious area than described in the Draft EIR for the previous project (76 percent compared to 71 percent under the previous project). Table 1.5-2 summarizes the impervious and pervious surfaces of the final project in comparison to the previous project analyzed in the Draft EIR.

The final project would comply with the same regulations as the previous project and, therefore, result in lesser project and cumulative impacts than described in the Draft EIR for the previous project. **(Less than Significant Impact, Less than Significant Cumulative Impact)**

1.5.2.11 *Land Use and Planning*

The final project is subject to the same existing land use conditions as described in the Draft EIR. The final project would redevelop the site in a similar manner as described for the previous project in the Draft EIR. Because the final project proposes the same land uses and similar site plan, the final project would result in the same less than significant impact of dividing an established community, a generally similar shade and shadow impact because the Building 4 tower would be reoriented with the same maximum building height, and the hotel would be five fewer stories in height while Building 3 would be one story taller in height, similar commercial FAR of 2.0, and same consistency with the Airport Comprehensive Land Use Plan, General Plan, and Habitat Plan as discussed for the previous project in the Draft EIR. The final project, therefore, would result in the similar less than significant project and less than significant cumulative land use impacts as described in the Draft EIR for the previous project. **(Less than Significant Impact, Less than Significant Cumulative Impact)**

1.5.2.12 *Mineral Resources*

The final project is subject to the same existing mineral resources conditions as described in the Draft EIR. Because the project site is not identified as a natural resource area containing mineral resources in the City's General Plan, nor are there any known mineral resources on-site, the final project would not result in project and cumulative impacts to mineral resources, similar to the previous project analyzed in the Draft EIR. **(No Impact, No Cumulative Impact)**

1.5.2.13 *Noise and Vibration*

The final project would be subject to the same existing noise and vibration conditions as described in the Draft EIR. The final project proposes the same land uses as the previous project analyzed in the Draft EIR. The densities of land uses and the site plan are slightly changed under the final project (as described in Section 1.5).

Future Exterior Noise Levels

Parks, Common Amenity Areas At-Grade, and Residential Outdoor Common Amenity Areas

The approximately two-acre neighborhood park is proposed at the same location under the final project as it was under the previous project analyzed in the Draft EIR. For this reason, the exterior noise level at the neighborhood park would not change under the final project. The final project proposes a new approximately 0.6-acre linear park between Buildings 3 and 4. Like the neighborhood park, the linear park would be subject to the City's noise standard of 65 dBA CNEL for recreational exterior noise. The edge of the linear park closest to the train tracks would experience noise levels of 65 dBA CNEL from train and aircraft noise. The center of the linear park would be further set back from the train tracks and partially shielded by the residential buildings, and would experience noise levels of 60 dBA CNEL from train and aircraft noise. For these reasons, noise levels at the linear park would be at or below the City's 65 dBA CNEL goal.

The common amenity areas at-grade are proposed at the same or similar locations on-site as they were under the previous project analyzed in the Draft EIR; therefore, the noise exposure at these areas would not change under the final project.

All residential outdoor common amenity areas would be at the same locations as they were under the previous project except for the outdoor amenity areas at Buildings 3 and 4. Under the final project, the outdoor common amenity areas on the 3rd floor of Buildings 3 and 4 would be of a different shape and location than the ones previously analyzed in the Draft EIR. In addition, rooftop decks are proposed on the 7th floor of Building 3 and 13th floor of Building 4 facing the linear park. Similar to the outdoor common amenity areas under the previously project, most of the outdoor common amenity area in Buildings 3 and 4 of the final project remain completely shielded by the proposed buildings themselves and would be exposed to exterior noise levels of at least 59 dBA CNEL due to aircraft noise, which would be above the City's 55 dBA CNEL.² The outdoor pool on the 3rd floor of Building 4 would be relocated to the southwest corner of the building under the final project. The pool area would be partially shielded by the proposed building from traffic noise along the roadways and train noise from the train tracks and would be exposed to an exterior noise levels of at least 60 dBA CNEL due to train and also aircraft noise, which would also be above the City's 55 dBA CNEL.³

The final project proposes rooftop decks on the 7th floor of Building 3 and 13th floor of Building 4. These rooftop decks would be partially shielded by the proposed buildings from traffic noise along the roadways and train noise from the train tracks. The rooftop decks would be exposed to exterior

² Illingworth & Rodkin, Inc. *Gateway Crossings Noise and Vibration Assessment Update*. June 12, 2019. Page 2.

³ Ibid.

noise levels of at least 59 dBA CNEL due to aircraft noise, which would be above the City's 55 dBA CNEL.⁴

Like the previous project analyzed in the Draft EIR, the exterior noise levels at the neighborhood park and outdoor residential common amenity areas under the final project would exceed the City's exterior land use compatibility goals. The final project would implement the same mitigation measure (see MM NOI-1.1) as the previous project analyzed in the Draft EIR. As discussed in the Draft EIR, there are no feasible measures to reduce aircraft noise levels at the neighborhood park, common outdoor amenity areas in the residential buildings, and at-grade outdoor amenity areas. The impact remains significant and unavoidable under the final project. **(Significant Unavoidable Impact)**

Mitigation Measure:

MM NOI-1.1: Potential residents and buyers shall be provided with a real estate disclosure statement and buyer deed notices which would offer comprehensive information about the noise environment of the project site.

Hotel Outdoor Use Areas

Under the final project, the hotel outdoor use areas would be located on the 2nd and 8th floors. Given the location and setback of the hotel outdoor use areas, the noise environment at the hotel outdoor common use areas would not exceed the City's 65 CNEL threshold for commercial uses.⁵ This is the same less than significant impact identified for the previous project in the Draft EIR. **(Less than Significant Impact)**

Future Interior Noise Levels

The locations and footprints of the residential buildings are similar to the previous project analyzed in the Draft EIR, and interior noise levels would be the same as discussed for the previous project analyzed in the Draft EIR. The hotel building would change shape and height under the final project, but the edges of the building would not be closer to or further from the adjacent roadway or project boundaries. Therefore, the interior noise levels in the final hotel would be the same as analyzed in the Draft EIR for the previous project. The final project would implement the same conditions of approval (see below) as identified for the previous project in the Draft EIR to reduce interior noise levels.

Conditions of Approval:

- Provide a suitable form of forced-air mechanical ventilation, as determined by the local building official, so that windows can be kept closed to control noise.
- A qualified acoustical specialist shall prepare a detailed analysis of interior residential noise levels resulting from all exterior sources during the design phase pursuant to requirements set

⁴ Illingworth & Rodkin, Inc. *Gateway Crossings Noise and Vibration Assessment Update*. June 12, 2019. Page 3.

⁵ Ibid.

forth in the State Building Code. The study will also establish appropriate criteria for noise levels inside the commercial spaces affected by environmental noise. The study will review the final site plan, building elevations, and floor plans prior to construction and recommend building treatments to reduce residential interior noise levels to 45 dBA CNEL or lower. Treatments would include, but are not limited to, STC sound-rated windows and doors, sound-rated wall and window constructions, acoustical caulking, protected ventilation openings, etc. The specific determination of what noise insulation treatments are necessary shall be conducted on a unit-by-unit basis during final design of the project. Results of the analysis, including the description of the necessary noise control treatments, shall be submitted to the City, along with the building plans and approved design, prior to issuance of a building permit.

The commercial uses on the ground floors of Buildings 1 and 4 facing the neighborhood park for the final project are similar in location to the previous project analyzed in the Draft EIR and would have the same interior noise levels as discussed in the Draft EIR. The final project would also include ground floor commercial uses in Buildings 3 and 4 facing the linear park, Building 2 facing the neighborhood park, and a 3,500-square foot free-standing commercial space on the northern edge of the neighborhood park near Brokaw Road between Buildings 1 and 4. Assuming standard commercial construction methods with the windows and doors closed, interior noise levels at all ground floor commercial uses would be below the CALGreen Code standard of 50 dBA $L_{eq}(1-hr)$.

BART Vibration Effects

The final project would have the same setback from the nearest proposed BART track as described for the previous project analyzed in the Draft EIR and, therefore, would be exposed to the same vibration levels from BART as described in the Draft EIR for the previous project. The vibration levels would be below the threshold level of 72 vibration decibels (VdB).

Construction-Related Impacts

Construction-Related Vibration Impacts

The final project would be constructed within the same timeframe and phases (though in a different sequence) as the previous project analyzed in the Draft EIR. In addition, the construction of the final project would use the same construction equipment at the same or lesser rate (due to the smaller size of the hotel and residential development) as the previous project analyzed in the Draft EIR. For these reasons, the final project would result in the same less or lesser construction-related vibration impact as the previous project analyzed in the Draft EIR. **(Less than Significant Impact)**

Construction-Related Noise Impacts

As discussed above, the final project would be constructed within the same timeframe and use the same construction equipment at the same or lesser rate as the previous project analyzed in the Draft EIR. The final project would adhere to the City Code for construction hours and implement the same mitigation measure (see MM NOI-2.1 below) as the previous project analyzed in the Draft EIR to

reduce construction-related noise impacts to a less than significant level. (**Less than Significant Impact with Mitigation Incorporated**)

Mitigation Measure:

MM NOI-2.1: Develop a construction noise control plan, including, but not limited to, the following available controls:

- Construct temporary noise barriers, where feasible, to screen stationary noise-generating equipment. Temporary noise barrier fences would provide a five dBA noise reduction if the noise barrier interrupts the line-of-sight between the noise source and receiver and if the barrier is constructed in a manner that eliminates any cracks or gaps.
- Equip all internal combustion engine-driven equipment with intake and exhaust mufflers that are in good condition and appropriate for the equipment.
- Unnecessary idling of internal combustion engines shall be strictly prohibited (i.e., no more than two minutes in duration)
- Locate stationary noise-generating equipment, such as air compressors or portable power generators, as far as possible from sensitive receptors as feasible. If they must be located near receptors, adequate muffling (with enclosures where feasible and appropriate) shall be used to reduce noise levels at the adjacent sensitive receptors. Any enclosure openings or venting shall face away from sensitive receptors.
- Utilize “quiet” air compressors and other stationary noise sources where technology exists.
- Construction staging areas shall be established at locations that would create the greatest distance between the construction-related noise sources and noise-sensitive receptors nearest the project site during all project construction.
- Locate material stockpiles, as well as maintenance/equipment staging and parking areas, as far as feasible from commercial (and proposed residential) receptors.
- Control noise from construction workers’ radios to a point where they are not audible at land uses bordering the project site.
- The contractor shall prepare a detailed construction schedule for major noise-generating construction activities. The construction plan shall identify a procedure for coordination with adjacent land uses so that construction activities can be scheduled to minimize noise disturbance.
- Designate a “disturbance coordinator” who would be responsible for responding to any complaints about construction noise. The disturbance coordinator shall determine the cause of the noise complaint (e.g., bad muffler, etc.) and require that reasonable measures be implemented to correct the problem. Conspicuously post a telephone number for the disturbance coordinator at the construction site and include in it the notice sent to neighbors regarding the construction schedule.

Operational Noise

Like the previous project analyzed in the Draft EIR, the final project would include mechanical equipment and a backup emergency diesel generator. The hotel backup emergency diesel generator would be the same size (100 kW) as proposed under the previous project analyzed in the Draft EIR, but would be located at the ground floor outside of the building, northeast of the back of the house/service area (instead of either the hotel garage or service area as previously analyzed in the Draft EIR). The operation and testing of the backup generator under the final project would produce a noise level of approximately 65 dBA L_{eq} at the shared property line with Coleman Highline adjacent to the south of the site, which would be at the City's noise level threshold for commercial land uses during daytime hours, but would exceed the nighttime hour noise level threshold of 60 dBA. Like the previous project analyzed in the Draft EIR, the backup generator noise level under the final project would exceed the City's daytime and nighttime noise thresholds for residential uses. The final project would implement the same mitigation measure (see MM NOI-3.1) as identified for the previous project in the Draft EIR to reduce operational noise impacts from on-site mechanical equipment to a less than significant level. **(Less than Significant Impact with Mitigation Incorporated)**

Mitigation Measure:

MM NOI-3.1: Mechanical equipment shall be selected and designed to meet the City's noise level requirements. A qualified acoustical consultant shall be retained to review mechanical noise as these systems are selected to determine specific noise reduction measures necessary to reduce noise to comply with the City's noise level requirements. Noise reduction measures could include, but are not limited to, selection of equipment that emits low noise levels, installation of mufflers or sound attenuators, and/or installation of noise barriers such as enclosures and parapet walls to block the line-of-sight between the noise source and the nearest receptors. Alternate measures may include locating equipment in less noise-sensitive areas, where feasible.

Project Generated Traffic

The final project would result in 236 more daily project trips than the previous project analyzed in the Draft EIR (see Table 1.5-7). This incremental increase (2.4 percent increase) in project trips would not be substantial or change the traffic noise levels estimated for the surrounding roadways as described in the Draft EIR for the previous project. For these reasons, the final project would result in the same less than significant permanent noise increase at noise-sensitive receptors from project-generated traffic as described in the Draft EIR for the previous project. **(Less than Significant Impact)**

Consistency with Plans

The final project would have the same consistency with the Norman Y. Mineta San Jose Airport Comprehensive Land Use Plan (CLUP) and the City's General Plan as the described for the previous project in the Draft EIR by:

- Preparing a noise assessment using the CNEL method,
- Proposing compatible land uses consistent with Table 4-1 of the CLUP,
- Providing a real estate disclosure statement and buyer deed notices disclosing the property's noise environment, and
- Including noise attenuation measures to reduce residential and hotel interior noise levels.

Cumulative Impacts

Because the final project would result in the same or lesser noise and vibration impacts than the previous project and implement the same mitigation measures, the final project would result in the same or lesser contribution to cumulative noise and vibration impacts than described in the Draft EIR for the previous project. **(Less than Significant Cumulative Impact)**

1.5.2.14 *Population and Housing*

The Draft EIR concluded that the previous project would not induce substantial population growth in the area. Because the final project proposes a similar amount of development as the previous project analyzed in the Draft EIR, the final project would result in the same less than significant impact to population and housing.

Like the previous project analyzed in the Draft EIR, the final project proposes more residential units and fewer amount of total commercial development than what is assumed for the site in the General Plan; however, the proposed land uses, development, and intensification of the site under the final project are consistent with the General Plan vision and General Plan policies that encourage higher density housing. Table 1.5-5 summarizes the estimated residential population and jobs from the final project and previous project analyzed in the Draft EIR. The final project would result in 95 fewer residents and 45 fewer jobs, compared to the previous project analyzed in the Draft EIR.

As discussed in the Draft EIR, the City is a "job rich" community. Like the previous project analyzed in the Draft EIR, the final project would create a more balanced jobs to housing ratio by constructing more housing compared to what is assumed for the site under the General Plan. For these reasons, the final project would result in the same less than significant and less than significant cumulative population and housing impacts as described in the Draft EIR for the previous project. **(Less than Significant Impact, Less than Significant Cumulative Impact)**

Table 1.5-5: Estimated Population and Jobs		
	Estimated Population	Estimated Jobs
A. Final Project	4,273	493
B. Draft EIR Project (Option 2)	4,368	538
<i>Difference (A – B)</i>	-95	-45
Note: The number of new residents was estimated assuming 2.73 persons per household and the number of commercial jobs was estimated assuming one employee per 400 square feet (Sources: California Department of Finance. “E-5 City/County Population and Housing Estimates.” May 2017. Accessed: August 18, 2017. Available at: http://www.dof.ca.gov/Forecasting/Demographics/Estimates/E-5/ ; City of Santa Clara. <i>City of Santa Clara 2010-2035 General Plan</i> . Adopted December 2010, amended December 2013 and December 2014. Page 8.6-12).		

1.5.2.15 Public Services

The final project is subject to the same existing public services conditions as described in the Draft EIR. The final project proposes fewer residential units, less hotel rooms, and more ground floor retail. The final project proposes more park space than the previous project with the addition of an approximately 0.6-acre linear park. The final project also proposes similar amount of common amenity space within the residential buildings as the previous project analyzed in the Draft EIR.

As shown in Table 1.5-5, the final project would result in 95 fewer residents and 45 fewer employees on-site. The previous project would generate approximately 16 elementary school students, seven middle school students, and nine high school students. While the final project would have 35 fewer residential units, it would generate approximately the same number of elementary, middle, and high school students as the previous project analyzed in the Draft EIR.⁶

Given the final project’s greater amount of park space and fewer residents and employees, the final project would result in similar less than significant impacts to public services as described in the Draft EIR for the previous project. The final project would comply with the same regulations (including Government Code Section 65996 requiring the payment of school impact fees and City Code Chapter 17.35 requiring the project applicant to provide adequate park and recreational land and/or paying a fee in-lieu of parkland dedication) as the previous project analyzed in the Draft EIR to reduce project and cumulative impacts to public services to a less than significant level. **(Less than Significant Impact, Less than Significant Cumulative Impact)**

⁶ Student generation rates of 0.01 for elementary school students, 0.00428 for middle school, and 0.00571 students for high school students were used to estimate the number of students from the project (source: Healy, Michal. Director of Facility Development and Planning, Santa Clara Unified School District. Personal Communication. August 21, 2017.).

1.4.2.16 *Recreation*

Given the final project's greater amount of park space, and fewer residents and employees, the final project would result in a similar less than significant impact to recreational facilities as the previous project analyzed in the Draft EIR. The final project would comply with the same regulations and policies (including City Code Chapter 17.35 that requires the project applicant to provide adequate park and recreational land and/or pay a fee in-lieu of parkland dedication to offset the project's impact on existing neighborhood parks) as the previous project analyzed in the Draft EIR to reduce recreation impacts and cumulative recreation impacts to a less than significant level. **(Less than Significant Impact, Less than Significant Cumulative Impact)**

1.5.2.17 *Transportation/Traffic*

The final project is subject to the same existing transportation conditions as described for the previous project in the Draft EIR. The final project proposes a similar amount of development as the previous project. As shown in Table 1.5-7, the final project generates 236 more average daily trips, 14 fewer AM peak hour trips, and seven more PM peak hour trips than the previous project analyzed in the Draft EIR. Because the final project proposes the same land uses at a similar density as the previous project analyzed in the Draft EIR, the vehicle distribution and assignment for the final project is similar to that of the previous project.

Table 1.5-7: Estimated Project Trip Generation							
Net Project Trips	Daily	AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total
A. Final Project	10,067	-44	578	534	626	159	785
B. Draft EIR Project (Option 2)	9,831	-45	593	548	628	150	778
<i>Difference (A – B)</i>	+236	+1	-15	-14	-2	-9	-7
Sources:							
1. City of Santa Clara. <i>Gateway Crossings Project Draft Environmental Impact Report</i> . SCH#2017022066. April 2018. Page 179.							
2. Hexagon Transportation Consultants. <i>Traffic Impact Analysis Consistency Review for the Gateway Crossings Mixed-Use Development Project Description Adjustment</i> . June 5, 2019.							

Existing Plus Project Conditions

As shown in Table 1.5-7, the difference in trip generation between the final project and previous project is minimal and would not result in a new or more severe significant impact than described for the previous project in the Draft EIR.⁷ The final project, therefore, would have the same significant impacts at Coleman Avenue/Brokaw Road and De La Cruz Boulevard/Central Expressway as the previous project. The final project would implement the same mitigation measures MM TRAN-1.1 and TRAN-1.2 (see below) as the previous project analyzed in the Draft EIR to reduce the project's traffic impact.

Mitigation Measures:

MM TRAN-1.1: 1. Coleman Avenue/Brokaw Road (City of Santa Clara) – This intersection is under the jurisdiction of the City of Santa Clara. The improvement includes changing the signal for Brokaw Road (the east and west legs of this intersection) from protected left-turn phasing to split phase, adding a shared through/left turn lane to the east and west approaches within the existing right-of-way, changing the existing shared through/right-turn lanes to right-turn only lanes on the east and west approaches, changing the eastbound right-turn coding from “include” to “overlap” indicating that eastbound right turns would be able to turn right on red, prohibiting U-turns on northbound Coleman Avenue, and adding a third southbound through lane on Coleman Avenue, and restriping to provide exclusive southbound through and right turn lanes.

The above described improvements are not fully designed but it is anticipated that the improvements could be accommodated within the existing right-of-way. However, the addition of the proposed bike lanes on Brokaw Road could require approximately 10 feet of additional right-of-way along Brokaw Road. MM TRAN-2.1 could result in short-term construction-related impacts, removal of trees, and impacts to unknown buried cultural resources.

With implementation of this improvement, the intersection of Coleman Avenue/Brokaw Road would operate at an acceptable LOS C during the PM peak hour, and the average delay would improve over existing conditions. For this reason, the final project, with the implementation of mitigation measure MM TRAN-1.1, would result in a less than significant impact at this intersection. **(Less than Significant Impact with Mitigation Incorporated)**

MM TRAN-1.2: 6. De La Cruz Boulevard/Central Expressway (City of Santa Clara/CMP) – This intersection is located in the City of Santa Clara and under the jurisdiction of Santa Clara County. The Comprehensive County Expressway Planning Study identifies the conversion of the single HOV lane in each direction to mixed-flow lanes on Central Expressway as a Tier 1A project.⁸ The approved City Place

⁷ Hexagon Transportation Consultants. *Traffic Impact Analysis Consistency Review for the Gateway Crossings Mixed-Use Development Project Description Adjustment*. June 5, 2019.

⁸ Tier 1A improvements are the County's highest priority improvements in the Comprehensive County Expressway Planning Study and will be fully funded in the near-term.

development also identifies adding a second southbound right-turn lane and a third northbound left-turn lane as a mitigation measure.⁹ The project shall make a fair-share contribution towards the HOV lane conversion and additional lane geometry improvements identified as mitigation for the City Place project.

With implementation of the improvements identified in mitigation measure MM TRAN-1.2, the intersection of De La Cruz Boulevard/Central Expressway would operate at an acceptable LOS E during the PM peak hour and the average delay would be better than existing conditions. The project shall implement mitigation measure MM TRAN-1.2, however, the impact is concluded to be significant unavoidable because the improvement at this intersection is not under the jurisdiction of the City of Santa Clara and the City cannot guarantee the implementation of the improvement concurrent with the final project. **(Significant Unavoidable with Mitigation Incorporated)**

Existing Plus Project Freeway Segment Levels of Service

Because the trip generation, assignment, and distribution between the final project and previous project is similar, the final project would have the same significant impacts to freeway segments as the previous project analyzed in the Draft EIR. The final project would implement the same mitigation measure MM TRAN-2.1 (see below) as the previous project analyzed in the Draft EIR to reduce the project's impact.

Mitigation Measure:

MM TRAN-2.1: The project shall pay a fair-share contribution towards the VTA's Valley Transportation Plan (VTP) 2040 express lane program along US 101.

The VTA's VTP 2040 identifies freeway express lane projects along US 101 between Cochrane Road and Whipple Avenue, and along all of SR 87. On all identified freeway segments, the existing HOV lanes are proposed to be converted to express lanes. On US 101, a second express lane is proposed to be implemented in each direction for a total of two express lanes. Converting the HOV lanes to express lanes on I-880 and SR 87 would not mitigate the project's impact. On US 101, converting the existing HOV lane to an express lane and adding an express lane in each direction would increase the capacity of the freeway and would fully mitigate the project's freeway impacts. The project shall pay a fair-share contribution towards the express lane program along US 101; however, the impact is concluded to be significant unavoidable because the express lane project is not fully funded, not under the jurisdiction of the City of Santa Clara, and the City cannot guarantee the implementation of the improvement concurrent with the final project. **(Significant Unavoidable Impact with Mitigation Incorporated)**

⁹ The City Place project (including identified mitigation) is approved and will be implemented in the near-term.

Background Plus Project Conditions

Because the trip generation, assignment, and distribution between the final project and previous project analyzed in the Draft EIR is similar, the final project would have the same significant impacts at the same five intersections (1. Coleman Avenue/Brokaw Road; 6. De La Cruz Boulevard/Central Expressway; 7. Lafayette Street/Central Expressway; 13. Coleman Avenue/I-880 (S); and 15. Coleman Avenue/Taylor Street) as the previous project. The final project would implement the same mitigation measures MM TRAN-1.1, -1.2, and -3.1 through -3.3 (see below) as the previous project analyzed in the Draft EIR to reduce the project's impact.

Mitigation Measures:

MM TRAN-3.1: 7. Lafayette Street/Central Expressway (City of Santa Clara/CMP) – This intersection is located in the City of Santa Clara and under the jurisdiction of Santa Clara County. The Comprehensive County Expressway Planning Study identifies the conversion of the single HOV lane in each direction to mixed-flow lanes on Central Expressway as a Tier 1A project.¹⁰ The project shall make a fair-share contribution towards this improvement.

With the implementation of the improvement identified in mitigation measure MM TRAN-3.1, the intersection of Lafayette Street/Central Expressway would operate at an acceptable LOS E during the AM peak hour and an unacceptable LOS F during the PM peak hour, but the average delay during the PM peak hour would improve over background conditions. The final project shall implement mitigation measure MM TRAN-3.1, however, the impact is concluded to be significant unavoidable because the improvement at this intersection is not under the jurisdiction of the City of Santa Clara and the City cannot guarantee the implementation of the improvement concurrent with the final project. **(Significant Unavoidable with Mitigation Incorporated)**

MM TRAN-3.2: 13. Coleman Avenue/I-880 (S) (City of San José/CMP) – This intersection is located in the City of San José and under the jurisdiction of the City of San José. This improvement includes restriping one of the left-turn lanes to a shared left-and right-turn lane, effectively creating three right-turn lanes. Three receiving lanes currently exist on the north leg of Coleman Avenue.

With implementation of this improvement, the intersection of Coleman Avenue/I-880 (S) would operate at an acceptable LOS D during the AM peak hour. The final project shall implement mitigation measure MM TRAN-3.2, however, the impact is concluded to be significant unavoidable because the improvement at this intersection is not under the jurisdiction of the City of Santa Clara and the City cannot guarantee the implementation of the improvement concurrent with the final project. **(Significant Unavoidable with Mitigation Incorporated)**

MM TRAN-3.3: 15. Coleman Avenue/Taylor Street (City of San José) – This intersection is located in and under the jurisdiction of the City of San José. The widening of Coleman Avenue to six lanes has been identified as a Downtown Strategy 2000

¹⁰ The HOV conversion is under a trial program.

improvement by the City of San José and is an approved project that will be implemented in the near-term. The project shall make a fair-share contribution towards this improvement.

With implementation of the improvement identified in mitigation measure MM TRAN-3.3, the intersection of Coleman Avenue/Taylor Street would operate at an acceptable LOS D during both the AM and PM peak hours. The final project shall implement MM TRAN-3.3, however, the impact is concluded to be significant unavoidable because the improvement at this intersection is not under the jurisdiction of the City of Santa Clara and the City cannot guarantee the implementation of the improvement concurrent with the final project. **(Significant Unavoidable with Mitigation Incorporated)**

With implementation of mitigation measure MM TRAN-1.1, the intersection of Coleman Avenue/Brokaw Road would operate at an acceptable LOS C during the PM peak hour (as well as the AM peak hour), and the average delay would improve over background conditions. For this reason, the final project, with the implementation of mitigation measure MM TRAN-1.1, would result in a less than significant impact at this intersection. **(Less than Significant Impact with Mitigation Incorporated)**

With implementation of the improvements identified in mitigation measure MM TRAN-1.2, the intersection of De La Cruz Boulevard/Central Expressway would operate at an unacceptable LOS F during the PM peak hour, but the average delay would be better than background conditions. The project shall implement MM TRAN-1.2, however, the impact is concluded to be significant unavoidable because the improvement at this intersection is not under the jurisdiction of the City of Santa Clara and the City cannot guarantee the implementation of the improvement concurrent with the final project. **(Significant Unavoidable with Mitigation Incorporated)**

Construction-Related Traffic Impacts

The construction duration and activities (including excavation and construction staging) for the final project would be the same as described in the Draft EIR for the previous project. Like the previous project, the final project would prepare a Construction Management Plan which would include, but is not limited to the following conditions, subject to the City's approval:

- Truck haul routes for construction trucks.
- Signs shall be posed along roads identifying construction traffic access or flow limitations due to lane restrictions during periods of truck traffic.

For these reasons, the final project would result in the same less than significant construction-related traffic impacts as the previous project. **(Less than Significant Impact)**

Pedestrian, Bicycle, and Transit Facilities Impacts

The final project would generate a similar demand for pedestrian, bicycle, and transit facilities as the previous project; and the final project proposes the same pedestrian, bicycle, and transit improvements and connections as described for the previous project in the Draft EIR. For these

reasons, the final project would result in the same less than significant impact to pedestrian, bicycle, and transit facilities described in the Draft EIR for the previous project. **(Less than Significant Impact)**

Other Impacts

As described in the Draft EIR for the previous project, the final project would obtain a “Determination of No Hazard” for each proposed multi-story structure from the FAA and does not include safety hazards or incompatible uses. The final project would implement the same site access and circulation recommendations detailed in Appendix G of the Draft EIR (and as revised in page 81 of the Final EIR) and be designed and constructed per City standards. For these reasons, the final project would result in the same less than significant impacts to air traffic patterns and hazards due to a design feature or incompatible land use as described in the Draft EIR for the previous project. **(Less than Significant Impact)**

Cumulative Plus Project Conditions

Because the final project is subject to the same cumulative conditions described in the Draft EIR for the previous project, and the trip generation, assignment, and distribution between the final project and previous project are similar, the final project would have the cumulatively considerable contributions to significant cumulative impacts at the same seven intersections (1. Coleman Avenue/Brokaw Road; 6. De La Cruz Boulevard/Central Expressway; 7. Lafayette Street/Central Expressway; 8. Scott Boulevard/Central Expressway; 12. Coleman Avenue/I-880 (N) 13. Coleman Avenue/I-880 (S); and 15. Coleman Avenue/Taylor Street) as the previous project. The final project would implement the same mitigation measures MM TRAN-1.1, TRAN-1.2, TRAN-3.1 through TRAN-3.3, C-TRAN-1.1, and C-TRAN-1.2 (see below) as the previous project analyzed in the Draft EIR to reduce the project’s impact.

Mitigation Measures:

MM C-TRAN-1.1: 8. Scott Boulevard/Central Expressway – This intersection is located in the City of Santa Clara and under the jurisdiction of the County of Santa Clara. The Comprehensive County Expressway Planning Study identifies the conversion of HOV to mixed-flow lanes on Central Expressway as a Tier 1A project. The revised project shall make a fair-share contribution to this improvement.

With implementation of this improvement, the intersection of Scott Boulevard/Central Expressway would operate at an unacceptable LOS F during the PM peak hour, but the average delay would be better than under cumulative conditions. The final project shall implement mitigation measure MM C-TRAN-1.1, however, the impact is concluded to be significant unavoidable because the improvement at this intersection is not under the jurisdiction of the City of Santa Clara and the City cannot guarantee the implementation of the improvement concurrent with the final project. **(Significant Unavoidable Cumulative Impact with Mitigation Incorporated)**

MM C-TRAN-1.2: 12. Coleman Avenue/I-880 (N) – This intersection is located in the City of San José and under the jurisdiction of the City of San José. This improvement would include restriping one of the left-turn lanes to a shared left- and right-turn lane, effectively creating two right-turn lanes. Three receiving lanes currently exist on the north leg of Coleman Avenue.

With implementation of this improvement, the intersection would operate at better than background conditions at LOS C during the AM peak hour. The final project shall implement mitigation measure MM C-TRAN-1.2, however, the impact is concluded to be significant unavoidable because the improvement at this intersection is not under the jurisdiction of the City of Santa Clara and the City cannot guarantee the implementation of the improvement concurrent with the final project.

(Significant Unavoidable Cumulative Impact with Mitigation Incorporated)

The final project, with the implementation of mitigation measure MM TRAN-1.1, would improve intersection operations to better than cumulative conditions at LOS D during the PM peak hour and would reduce its cumulative contribution to the significant cumulative impact at Coleman Avenue/Brokaw Road to a less than significant level. **(Less than Significant Cumulative Impact with Mitigation Incorporated)**

The final project shall implement mitigation measures MM TRAN-1.2 and -3.1 through -3.3 to reduce its cumulative contribution to the significant cumulative impacts at intersections: 6. De La Cruz Boulevard/Central Expressway (City of Santa Clara/CMP); 7. Lafayette Street/Central Expressway (City of Santa Clara/CMP); 13. Coleman Avenue/I-880 (S) (City of San José/CMP); and 15. Coleman Avenue/Taylor Street (City of San José) to cumulative conditions or better for CMP intersections and background conditions or better for City of San José intersections. However, the impacts are concluded to be significant unavoidable because the improvement at these intersections are not under the jurisdiction of the City of Santa Clara and the City cannot guarantee the implementation of the improvement concurrent with the final project. **(Significant Unavoidable Cumulative Impact with Mitigation Incorporated)**

1.5.2.18 Utilities and Service Systems

The final project is subject to the same existing utilities and service systems conditions as described in the Draft EIR for the previous project. Table 1.5-8 summarizes the estimated sewage generation, water demand, and solid waste generation of the final project and previous project analyzed in the Draft EIR.

Table 1.5-8: Estimated Sewage Generation, Water Demand, and Solid Waste Generation			
	Estimated Sewage Generation (million gallons per day)	Estimated Water Demand (acre feet per year)	Estimated Solid Waste Generation (tons per year)
A. Final Project*	0.3	308	890
B. Draft EIR Project (Option 2)	0.3	335	890

Note: * The sewage generation and water demand for the final project was based on the following rates:

- Sewage generation: Apartments: 154 gallons per day/dwelling unit. Commercial: 0.1 gallons per day/square foot. Hotels: 100 gallons per day/room. Source: V&A Consulting Engineers. *Gateway Crossings Mixed Use Sewer Capacity Study*. June 2017.
- Water demand: Apartments: 121 gallons per day/dwelling unit. Commercial: 0.05 gallons per day/square foot. Hotels: 0.48 gallons per day/square foot. Irrigation: 0.077 gallons per day/square foot. Source: City of Santa Clara. *Gateway Crossings 1205 Coleman Avenue Development Water Supply Assessment*. August 22, 2017.

Source for solid waste generation: Illingworth & Rodkin, Inc. *Final Project Criteria Air Pollutant Greenhouse Gas Emissions Modeling*. June 11, 2019.

Wastewater/Sanitary Sewer System Impact

The final project proposes the same land uses as the previous project analyzed in the Draft EIR. As discussed in the Draft EIR, it is not anticipated that sewage generated by proposed residential and commercial uses would exceed the wastewater treatment requirements of the Regional Water Quality Control Board (RWQCB).

As shown in Table 1.5-8, the final project would generate the same amount of sewage as the previous project. For these reasons, the final project would result in the same impact to wastewater treatment facilities and the sanitary sewer system as described in the Draft EIR for the previous project. **(Less than Significant Impact)**

Stormwater Drainage System Impact

As shown in Table 1.5-2, the final project would result in less impervious surfaces as the previous project. The final project, therefore, would generate less stormwater runoff than the previous project. For these reasons, the final project would have a lesser impact to the stormwater drainage system than described in the Draft EIR for the previous project. **(Less than Significant Impact)**

Water Supply Impact

As shown in Table 1.5-8, final project would have less water demand than the previous project analyzed in the Draft EIR. For this reason, the final project would have a lesser impact on water supply than described in the Draft EIR for the previous project. **(Less than Significant Impact)**

Solid Waste Impacts

Like the previous project analyzed in the Draft EIR, construction and operation of the final project would comply with applicable regulations and policies related to diversion of materials from disposal and appropriate disposal of solid waste. As shown in Table 1.5-8, the final project would generate approximately the same amount of solid waste as the previous project analyzed in the Draft EIR. The final project, therefore, would result in the same solid waste impacts than the previous project analyzed in the Draft EIR. As discussed in the Draft EIR, without a specific plan for disposing of solid waste beyond 2024, solid waste generated by development in the City post 2024 would result in a significant unavoidable cumulative impact. **(Less than Significant Impact, Significant Unavoidable Cumulative Impact)**

Cumulative Impacts

Because the final project would result in the same or less utility and service system impacts as the previous project described in the Draft EIR, the final project would result in the same or lesser contributions to cumulative utility and service system impacts than the previous project. **(Less than Significant Cumulative Impact)**

1.5.2.19 *Growth-Inducing Impacts*

Like the previous project analyzed in the Draft EIR, the final project is considered an “infill” project. A summary of the development allowed in the Santa Clara Station Focus Area and General Plan compared to the development proposed under the final project and previous project analyzed in the Draft EIR is provided in Table 1.5-9. As shown in Table 1.5-9, the amount of development proposed under the final project is within the development allowed by the Santa Clara Station Focus Area Plan. For this reason, the final project would not result in significant growth-inducing impacts beyond what is anticipated for the Santa Clara Station Focus Area in the City’s General Plan. **(Less than Significant Impact)**

Table 1.5-9: Allowed and Proposed Residential and Commercial Development				
	Santa Clara Station Focus Area Net New Development	Allowed On- Site by General Plan Land Use Designations	Draft EIR Project	Final Project
Residential Units	1,663	758 - 1,278	1,400 - 1,600	1,565
Commercial Square Footage	1,490,000	1,025,838	215,000	197,000

Table 1.5-10: Summary of Project and Project Alternative Impacts					
Impacts	Final Project	Draft EIR Project	No Project Alternatives		Reduced Development Alternative
			No Development	Development	
Aesthetics	LTS	LTS	NI	LTS	LTS
Agricultural and Forestry Resources	NI	NI	NI	NI	NI
Air Quality					
• Construction-Related Air Pollutants	SM	SM	NI	SM	SM
• Operational Air Pollutant Emissions	SM	LTS/SM*	NI	LTS	LTS
• Cumulative Operational Air Pollutant Emissions	SM	SM	NI	LTS	LTS
Biological Resources (Nesting Birds)	SM	SM	NI	SM	SM
Cultural Resources	SM	SM	NI	SM	SM
Energy					
• Electricity and Natural Gas	LTS	LTS	NI	LTS	LTS
• Gasoline	LTS	LTS	NI	LTS	LTS
Geology and Soils	LTS	LTS	NI	LTS	LTS
Greenhouse Gas Emissions					
• Operational GHG Emissions	SM	SM	NI	SM	LTS
• Cumulative GHG Emissions	SM	SM	NI	SM	LTS
Hazards and Hazardous Materials	SM	SM	NI	SM	SM
Hydrology and Water Quality	LTS	LTS	NI	LTS	LTS
Land Use	LTS	LTS	NI	LTS	LTS

Table 1.5-10: Summary of Project and Project Alternative Impacts					
Impacts	Final Project	Draft EIR Project	No Project Alternatives		Reduced Development Alternative
			No Development	Development	
Mineral Resources	NI	NI	NI	NI	NI
Noise and Vibration					
• Aircraft noise	SU	SU	NI	SU	SU
• Construction related noise	SM	SM	NI	SM	SM
Population and Housing	LTS	LTS	NI	LTS	LTS
Public Services	LTS	LTS	NI	LTS	LTS
Transportation/Traffic					
• Freeway Impacts	SU	SU	NI	LTS	LTS
• Intersection LOS	SM	SM	NI	LTS	LTS
• Cumulative Intersection LOS	SU	SU	NI	LTS	LTS
Utilities and Service Systems					
• Other utilities	LTS	LTS	NI	LTS	LTS
• Cumulative solid waste	SU	SU	NI	SU	SU
Meets Applicant's Revised Objectives?	Yes	Partially	No	Partially	Partially
Meets City's Objectives?	Yes	Yes	No	No	Partially
Notes: SU = Significant unavoidable impact; SM = Significant impact, but can be mitigated to a less than significant level; LTS = Less than significant impact; and NI = No impact. * Option 1 would result in LTS operational air pollutant emissions and Option 2 would result in SM operational air pollutant emissions. Bold text indicates being environmentally superior to the final project.					

Table 1.4-10: Summary of Project and Project Alternative Impacts					
Impacts	Revised Project	Previous Project	No Project Alternatives		Reduced Development Alternative
			No Development	Development	
Aesthetics	LTS	LTS	NI	LTS	LTS
Agricultural and Forestry Resources	NI	NI	NI	NI	NI
Air Quality					
• Construction-Related Air Pollutants	SM	SM	NI	SM	SM
• Operational Air Pollutant Emissions	SM	<u>LTS/SM*</u>	NI	LTS	LTS
• Cumulative Operational Air Pollutant Emissions	SM	SM	NI	LTS	LTS
Biological Resources (Nesting Birds)	SM	SM	NI	SM	SM
Cultural Resources	SM	SM	NI	SM	SM
Energy					
• Electricity and Natural Gas	LTS	LTS	NI	LTS	LTS
• Gasoline	LTS	LTS	NI	LTS	LTS
Geology and Soils	LTS	LTS	NI	LTS	LTS
Greenhouse Gas Emissions					
• Operational GHG Emissions	SM	SM	NI	SM	LTS
• Cumulative GHG Emissions	SM	SM	NI	SM	LTS
Hazards and Hazardous Materials	SM	SM	NI	SM	SM
Hydrology and Water Quality	LTS	LTS	NI	LTS	LTS
Land Use	LTS	LTS	NI	LTS	LTS
Mineral Resources	NI	NI	NI	NI	NI
Noise and Vibration					

Table 1.4-10: Summary of Project and Project Alternative Impacts					
Impacts	Revised Project	Previous Project	No Project Alternatives		Reduced Development Alternative
			No Development	Development	
<ul style="list-style-type: none"> Aircraft noise Construction related noise 	SU SM	SU SM	NI NI	SU SM	SU SM
Population and Housing	LTS	LTS	NI	LTS	LTS
Public Services	LTS	LTS	NI	LTS	LTS
Transportation/Traffic <ul style="list-style-type: none"> Freeway Impacts Intersection LOS Cumulative Intersection LOS 	SU SM SU	SU SM SU	NI NI NI	LTS LTS LTS	LTS LTS LTS
Utilities and Service Systems <ul style="list-style-type: none"> Other utilities Cumulative solid waste 	LTS SU	LTS SU	NI NI	LTS SU	LTS SU
Meets Applicant's Revised Objectives?	Yes	Yes Partially	No	Partially	Partially
Meets City's Objectives?	Yes	Yes	No	No	Partially
Notes: SU = Significant unavoidable impact; SM = Significant impact, but can be mitigated to a less than significant level; LTS = Less than significant impact; and NI = No impact. * Option 1 would result in LTS operational air pollutant emissions and Option 2 would result in SM operational air pollutant emissions. Bold text indicates being environmentally superior to the revised project.					

Final EIR page 5: **ADD** the following text after the last sentence of the second paragraph as follows:

The comments and responses included in this section of the Final EIR pertain to the previous project analyzed in the Draft EIR. Please refer to Section 1.4 of this Final EIR for a description of the revised project and a discussion of its impacts on the environment. Refer to Section 1.5 of this Final EIR for a description of the final project and a discussion of its impacts on the environment.

Final EIR page 76: **REVISE** the following text after the first paragraph:

Page 14 Section 2.3 Project Objectives; **REVISE** the text as follows:

The applicant's objectives for the project are as follows:

1. Develop the 24-acre project site at the southwest corner of Coleman Avenue and Brokaw Road in Santa Clara into an economically viable mixed use project consisting of commercial spaces and a vibrant residential community, providing a range of product types that will support the diversity of Santa Clara and is designed to be inviting to all.
2. Provide the on-site residential community and public access to a pedestrian friendly site with a variety of on-site recreational amenities including a neighborhood park, BBQ area, children's playground, ~~dog park~~, and various lounge areas.
3. Develop an on-site commercial component of approximately ~~197,000~~ ~~187,000~~ 215,000 square feet, consisting of a hotel and ancillary commercial uses, that will provide services to both the residential community and public at large and will generate tax revenues for the City.
4. Create a transit-oriented development that supports alternative modes of transportation with a direct connection to the Santa Clara Transit Station.
5. Comply with and advance the General Plan goals and policies for the Santa Clara Station Focus Area (General Plan Section 5.4.3).

Final EIR page 82: **REVISE** the following text after the edits to Page 220:

Page 221 Section 7.2 Objectives of the project; **REVISE** the text as follows:

The applicant's objectives for the project are as follows:

1. Develop the 24-acre project site at the southwest corner of Coleman Avenue and Brokaw Road in Santa Clara into an economically viable mixed use project consisting of commercial spaces and a vibrant residential community, providing a range of product types that will support the diversity of Santa Clara and is designed to be inviting to all.
2. Provide the on-site residential community and public access to a pedestrian friendly site with a variety of on-site recreational amenities including a neighborhood park, BBQ area, children's playground, ~~dog park~~, and various lounge areas.
3. Develop an on-site commercial component of approximately ~~197,000~~ ~~187,000~~ 215,000 square feet, consisting of a hotel and ancillary commercial uses, that will provide services to both the residential community and public at large and will generate tax revenues for the City.
4. Create a transit-oriented development that supports alternative modes of transportation with a direct connection to the Santa Clara Transit Station.
5. Comply with and advance the General Plan goals and policies for the Santa Clara Station Focus Area (General Plan Section 5.4.3).

Final EIR last page: **ADD** the following appendices after the last page of the document:

Appendix E: Final Project Air Quality Memo

ILLINGWORTH & RODKIN, INC.
Acoustics • Air Quality

429 E. Cotati Avenue
Cotati, CA 94931

Tel: 707-794-0400
www.illingworthrodkin.com

Fax: 707-794-0405
illro@illingworthrodkin.com

MEMO

Date: June 11, 2019

To: **Kristy Weis**, David J. Powers & Associates, Inc.
Amy Wang, David J. Powers & Associates, Inc.

From: **James A. Reyff**
Illingworth & Rodkin, Inc.
429 E. Cotati Avenue
Cotati, CA 94931

RE: **Gateway Crossings, Coleman Brokaw I&R Job#16-075**

SUBJECT: Final Project Criteria Air Pollutant Greenhouse Gas Emissions Modeling

The purpose of this memo is to address changes in air quality impacts associated with revisions to the proposed Gateway Crossings project in Santa Clara. The revisions to the proposed project is referred to as the Final project. Illingworth & Rodkin, Inc. (I&R) completed an evaluation of the air quality impacts for the Gateway Crossings project in Santa Clara, California¹. This assessment evaluated the air quality impacts in terms of emissions from construction and operation of the project and addressed health risks associated with the project. The proposed project includes residential, hotel and retail uses under the existing DEIR evaluation and the proposed revisions. Changes to the project that we evaluated are based on the comparison in Table 1.

Table 1 Summary of Land Use Changes

Land Use Type	DEIR Project	Final Project
Project Scenarios Modeled		
Residential	1,600 Apartment units	1,565 Apartment units
Hotel	250 rooms	225 rooms
Retail	15,000sf Shopping Center	45,000sf Shopping Center
Parking	2,758 enclosed, 21 parking lot	2,395 enclosed, 24 parking lot
Existing Uses Modeled		
Research & Development	72,840 sf	72,840 sf

Emissions Modeling

Criteria air pollutants (i.e., ROG, NO_x, PM₁₀ and PM_{2.5}) and GHG emissions associated with development of the proposed project would occur over at least 5 years from construction activities,

¹ I&R. 2017. Gateway Crossings project in Santa Clara, California Draft Air Quality. September 19.

consisting primarily of emissions from equipment exhaust and worker and vendor trips. There would be long-term operational emissions associated with vehicular traffic within the project vicinity, energy and water usage, and solid waste disposal. Emissions for the proposed revisions to the project (under either option) are discussed below and were analyzed using the methodology recommended in the BAAQMD CEQA Air Quality Guidelines.

CalEEMod Modeling

CalEEMod was used to estimate differences in emissions from the DEIR project and the Final project. The project land use types and size and other project-specific information were input to the model, as described above. CalEEMod provides emissions for transportation, areas sources, electricity consumption, natural gas combustion, electricity usage associated with water usage and wastewater discharge, and solid waste land filling and transport. As for the project analyzed in the DEIR, revised project traffic trip generation rates that include adjustments for a mix of uses and proximity to transit were used in the modeling.

Construction Emissions

Detailed construction information for the DEIR project regarding schedule, equipment usage and amounts of soil material hauling were provided by the applicant and used in the modeling. This information represented the best available construction information for the project. According to the applicant, these assumptions would also apply to the Final Project and there is no difference in the overall construction effort noted.

Note that when CalEEMod was used with default conditions, lower construction period emissions were predicted than those reported in the DEIR air quality analysis. Use of CalEEMod default conditions, where the DEIR Project and the Final Project were modeled, indicates that the Final project would have slightly lower construction emissions.

Table 2 Comparison of Total Construction Emissions from the Gateway Crossing Project (in tons/metric tons) using CalEEMod Default Conditions

Modeled Pollutant	DEIR Project	Final Project	Difference (Final – DEIR Project)
ROG	15.55	15.12	-0.43
NOx	17.03	16.10	-0.93
PM10	0.37	0.36	-0.01
PM2.5	0.35	0.34	-0.02
GHG (CO2e)	5,349	5,073	-276

Operational Emissions

The CalEEMod model, along with the project vehicle trip generation rates for the DEIR and Final project scenarios, was used to predict daily emissions associated with operation of the proposed project under either option. The first operational year for the entire project build-out would be 2026. Table 3 compares modeled emissions of the Final project to the DEIR project and Existing land uses. Also included in Table 3 are the mitigated GHG emissions that include the effect of

energy-efficient appliances, low-flow water fixtures and a TDM program that would reduce mobile emission by at least 10 percent. As shown in Table 3, emissions associated with the Final project would be slightly less than those reported for the DEIR project. Note that the primary differences in emissions between the two scenarios result from the slight differences in land uses, and a reduction in the proposed parking. It should be noted that new 2019 Building Energy Efficiency Standards adopted into Title 24, Part 6 of the State building code would apply to the project and reduced energy-related emissions further than those reported. These standards apply to projects filing for building permits beginning January 1, 2020.

Table 3 Comparison of Annual Emissions from the Gateway Crossing Project (in tons/metric tons)

Modeled Pollutant	Existing Uses	Reported DEIR	Final Project	Difference (DEIR – Final Project)
ROG	1.56	11.78	11.55	-0.23
NOx	1.62	10.09	9.87	-0.22
PM10	1.62	9.92	9.85	-0.07
PM2.5	0.46	2.85	2.81	-0.04
GHG (CO2e)	2,469	13,684	13,258	-426
Mitigated GHG*	2,469	12,772	12,351	-421

*Includes 10% reduction for TDM, energy-efficient appliances and low-flow water fixtures.

Emergency Backup Generator

The Final project would include a relatively small emergency generator that would be rated at 100-kilowatts (kW). This generator was assumed to be powered by diesel fuel. The generator was included in the CalEEMod modeling and included in Table 3 for the Final Project.

Attachments: CalEEMod Model Output for:

DEIR Project
Final Project

Gateway Crossings - Apr 2019 REVISED project - Santa Clara County, Annual

Gateway Crossings - June 2019 FINAL project

Santa Clara County, Annual

1.0 Project Characteristics**1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Enclosed Parking Structure	2,395.00	Space	0.00	958,000.00	0
Parking Lot	24.00	Space	0.00	9,600.00	0
Hotel	225.00	Room	0.00	326,700.00	0
Apartments Mid Rise	1,565.00	Dwelling Unit	24.00	1,565,000.00	4476
Strip Mall	45.00	1000sqft	0.00	45,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	58
Climate Zone	4			Operational Year	2026
Utility Company	Silicon Valley Power				
CO2 Intensity (lb/MW hr)	380	CH4 Intensity (lb/MW hr)	0.029	N2O Intensity (lb/MW hr)	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics - SVP 2020 rate = 380 MT or less

Land Use - DEIR land uses

Construction Phase - Default to compare construction scenarios (5-year build out)

Off-road Equipment -

Trips and VMT -

Grading - Soil hauling

Vehicle Trips - computed trip rates APTs=5.88/5.65/5.18, HOTEL=7.35/7.37/5.36, RETAIL=32.22/30.56/14.85

Woodstoves - No wood burning Nat gas = 501

Energy Use -

Water And Wastewater - WTP treatment

Construction Off-road Equipment Mitigation -

Area Mitigation - At least 60% of paints have to be super-compliant VOC = effectively 46gm/L interior and 66g/L exterior

Energy Mitigation - energy efficient appliances

Water Mitigation - water efficiency

Operational Off-Road Equipment -

Stationary Sources - Emergency Generators and Fire Pumps - 135-hp generator

Table Name	Column Name	Default Value	New Value
tblAreaMitigation	UseLowVOCPaintNonresidentialExteriorValue	150	66
tblAreaMitigation	UseLowVOCPaintNonresidentialInteriorValue	100	46
tblAreaMitigation	UseLowVOCPaintParkingCheck	False	True
tblAreaMitigation	UseLowVOCPaintParkingValue	150	66
tblAreaMitigation	UseLowVOCPaintResidentialExteriorValue	150	66
tblAreaMitigation	UseLowVOCPaintResidentialInteriorValue	100	46
tblFireplaces	FireplaceWoodMass	228.80	0.00
tblFireplaces	NumberGas	234.75	501.00
tblFireplaces	NumberWood	266.05	0.00
tblGrading	MaterialExported	0.00	90,000.00
tblLandUse	LotAcreage	21.55	0.00
tblLandUse	LotAcreage	0.22	0.00
tblLandUse	LotAcreage	7.50	0.00
tblLandUse	LotAcreage	41.18	24.00
tblLandUse	LotAcreage	1.03	0.00
tblProjectCharacteristics	CO2IntensityFactor	641.35	380
tblStationaryGeneratorsPumpsUse	HorsePowerValue	0.00	135.00
tblStationaryGeneratorsPumpsUse	HoursPerYear	0.00	50.00

tbiStationaryGeneratorsPumpsUse	NumberOfEquipment	0.00	1.00
tbiVehicleTrips	ST_TR	6.39	5.65
tbiVehicleTrips	ST_TR	8.19	7.37
tbiVehicleTrips	ST_TR	42.04	30.56
tbiVehicleTrips	SU_TR	5.86	5.18
tbiVehicleTrips	SU_TR	5.95	5.36
tbiVehicleTrips	SU_TR	20.43	14.85
tbiVehicleTrips	WD_TR	6.65	5.88
tbiVehicleTrips	WD_TR	8.17	7.35
tbiVehicleTrips	WD_TR	44.32	32.22
tbiWater	AerobicPercent	87.46	100.00
tbiWater	AerobicPercent	87.46	100.00
tbiWater	AerobicPercent	87.46	100.00
tbiWater	AerobicPercent	87.46	100.00
tbiWater	AerobicPercent	87.46	100.00
tbiWater	AnaerobicandFacultativeLagoonsPercent	2.21	0.00
tbiWater	AnaerobicandFacultativeLagoonsPercent	2.21	0.00
tbiWater	AnaerobicandFacultativeLagoonsPercent	2.21	0.00
tbiWater	AnaerobicandFacultativeLagoonsPercent	2.21	0.00
tbiWater	AnaerobicandFacultativeLagoonsPercent	2.21	0.00
tbiWater	SepticTankPercent	10.33	0.00
tbiWater	SepticTankPercent	10.33	0.00
tbiWater	SepticTankPercent	10.33	0.00
tbiWater	SepticTankPercent	10.33	0.00
tbiWater	SepticTankPercent	10.33	0.00
tbiWoodstoves	WoodstoveWoodMass	582.40	0.00

2.0 Emissions Summary

2.1 Overall Construction

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2019	0.6133	6.3102	4.4103	0.0169	0.9916	0.1484	1.1400	0.3146	0.1385	0.4531	0.0000	1,573.4486	1,573.4486	0.1230	0.0000	1,576.5236
2020	1.2118	8.8128	9.2688	0.0340	2.0842	0.1862	2.2704	0.5620	0.1754	0.7374	0.0000	3,130.1735	3,130.1735	0.1716	0.0000	3,134.4643
2021	13.2950	0.9727	1.1323	3.9400e-003	0.2427	0.0232	0.2659	0.0653	0.0217	0.0870	0.0000	361.6348	361.6348	0.0240	0.0000	362.2352
Maximum	13.2950	8.8128	9.2688	0.0340	2.0842	0.1862	2.2704	0.5620	0.1754	0.7374	0.0000	3,130.1735	3,130.1735	0.1716	0.0000	3,134.4643

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2019	0.6133	6.3102	4.4103	0.0169	0.9916	0.1484	1.1400	0.3146	0.1385	0.4531	0.0000	1,573.4484	1,573.4484	0.1230	0.0000	1,576.5233
2020	1.2118	8.8128	9.2688	0.0340	2.0842	0.1862	2.2704	0.5620	0.1754	0.7374	0.0000	3,130.1732	3,130.1732	0.1716	0.0000	3,134.4639
2021	13.2950	0.9727	1.1323	3.9400e-003	0.2427	0.0232	0.2659	0.0653	0.0217	0.0870	0.0000	361.6347	361.6347	0.0240	0.0000	362.2351
Maximum	13.2950	8.8128	9.2688	0.0340	2.0842	0.1862	2.2704	0.5620	0.1754	0.7374	0.0000	3,130.1732	3,130.1732	0.1716	0.0000	3,134.4639

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	6-11-2019	9-10-2019	3.4790	3.4790
2	9-11-2019	12-10-2019	2.7817	2.7817

3	12-11-2019	3-10-2020	2.5837	2.5837
4	3-11-2020	6-10-2020	2.5031	2.5031
5	6-11-2020	9-10-2020	2.4900	2.4900
6	9-11-2020	12-10-2020	2.5073	2.5073
7	12-11-2020	3-10-2021	2.6421	2.6421
8	3-11-2021	6-10-2021	12.2508	12.2508
		Highest	12.2508	12.2508

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	9.2992	0.1880	11.6569	9.6000e-004		0.0689	0.0689		0.0689	0.0689	0.0000	81.5741	81.5741	0.0195	1.1500e-003	82.4033
Energy	0.1515	1.3379	0.8656	8.2700e-003		0.1047	0.1047		0.1047	0.1047	0.0000	4,062.1896	4,062.1896	0.2243	0.0680	4,088.0477
Mobile	2.0955	8.3300	23.6302	0.0917	9.6070	0.0720	9.6791	2.5712	0.0670	2.6382	0.0000	8,418.1998	8,418.1998	0.2568	0.0000	8,424.6203
Stationary	5.5400e-003	0.0155	0.0201	3.0000e-005		8.1000e-004	8.1000e-004		8.1000e-004	8.1000e-004	0.0000	2.5704	2.5704	3.6000e-004	0.0000	2.5794
Waste						0.0000	0.0000		0.0000	0.0000	180.7310	0.0000	180.7310	10.6809	0.0000	447.7533
Water						0.0000	0.0000		0.0000	0.0000	39.2744	143.9280	183.2024	0.1462	0.0877	212.9856
Total	11.5517	9.8713	36.1728	0.1009	9.6070	0.2464	9.8534	2.5712	0.2414	2.8126	220.0054	12,708.4618	12,928.4672	11.3280	0.1568	13,258.3896

Mitigated Operational

For TDM - Reduce the Mobile emissions below by 10% (ie, post process)

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
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Category	tons/yr										MT/yr					
Area	8.5797	0.1880	11.6569	9.6000e-004		0.0689	0.0689		0.0689	0.0689	0.0000	81.5741	81.5741	0.0195	1.1500e-003	82.4033
Energy	0.1515	1.3379	0.8656	8.2700e-003		0.1047	0.1047		0.1047	0.1047	0.0000	4,033.5533	4,033.5533	0.2221	0.0675	4,059.2220
Mobile	2.0955	8.3300	23.6302	0.0917	9.6070	0.0720	9.6791	2.5712	0.0670	2.6382	0.0000	8,418.1998	8,418.1998	0.2568	0.0000	8,424.6203
Stationary	5.5400e-003	0.0155	0.0201	3.0000e-005		8.1000e-004	8.1000e-004		8.1000e-004	8.1000e-004	0.0000	2.5704	2.5704	3.6000e-004	0.0000	2.5794
Waste						0.0000	0.0000		0.0000	0.0000	180.7310	0.0000	180.7310	10.6809	0.0000	447.7533
Water						0.0000	0.0000		0.0000	0.0000	31.4195	120.7574	152.1769	0.1174	0.0702	176.0406
Total	10.8322	9.8713	36.1728	0.1009	9.6070	0.2464	9.8534	2.5712	0.2414	2.8126	212.1505	12,656.6549	12,868.8054	11.2971	0.1389	13,192.6189

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	6.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.57	0.41	0.46	0.27	11.42	0.50

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	6/11/2019	7/8/2019	5	20	
2	Site Preparation	Site Preparation	7/9/2019	7/22/2019	5	10	
3	Grading	Grading	7/23/2019	9/9/2019	5	35	
4	Building Construction	Building Construction	9/10/2019	2/8/2021	5	370	
5	Paving	Paving	2/9/2021	3/8/2021	5	20	
6	Architectural Coating	Architectural Coating	3/9/2021	4/5/2021	5	20	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 87.5

Acres of Paving: 0

Residential Indoor: 3,169,125; Residential Outdoor: 1,056,375; Non-Residential Indoor: 557,550; Non-Residential Outdoor: 185,850;

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	2	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Scrapers	2	8.00	367	0.48
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	11,250.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	1,685.00	387.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

Paving	6	15.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHD
Architectural Coating	1	337.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHD

3.1 Mitigation Measures Construction

3.2 Demolition - 2019

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0351	0.3578	0.2206	3.9000e-004		0.0180	0.0180		0.0167	0.0167	0.0000	34.6263	34.6263	9.6300e-003	0.0000	34.8672
Total	0.0351	0.3578	0.2206	3.9000e-004		0.0180	0.0180		0.0167	0.0167	0.0000	34.6263	34.6263	9.6300e-003	0.0000	34.8672

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.4000e-004	4.1000e-004	4.1900e-003	1.0000e-005	1.1900e-003	1.0000e-005	1.2000e-003	3.2000e-004	1.0000e-005	3.2000e-004	0.0000	1.0531	1.0531	3.0000e-005	0.0000	1.0538
Total	5.4000e-004	4.1000e-004	4.1900e-003	1.0000e-005	1.1900e-003	1.0000e-005	1.2000e-003	3.2000e-004	1.0000e-005	3.2000e-004	0.0000	1.0531	1.0531	3.0000e-005	0.0000	1.0538

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0351	0.3578	0.2206	3.9000e-004		0.0180	0.0180		0.0167	0.0167	0.0000	34.6263	34.6263	9.6300e-003	0.0000	34.8671
Total	0.0351	0.3578	0.2206	3.9000e-004		0.0180	0.0180		0.0167	0.0167	0.0000	34.6263	34.6263	9.6300e-003	0.0000	34.8671

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.4000e-004	4.1000e-004	4.1900e-003	1.0000e-005	1.1900e-003	1.0000e-005	1.2000e-003	3.2000e-004	1.0000e-005	3.2000e-004	0.0000	1.0531	1.0531	3.0000e-005	0.0000	1.0538
Total	5.4000e-004	4.1000e-004	4.1900e-003	1.0000e-005	1.1900e-003	1.0000e-005	1.2000e-003	3.2000e-004	1.0000e-005	3.2000e-004	0.0000	1.0531	1.0531	3.0000e-005	0.0000	1.0538

3.3 Site Preparation - 2019

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
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Category	tons/yr										MT/yr					
Fugitive Dust					0.0903	0.0000	0.0903	0.0497	0.0000	0.0497	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0217	0.2279	0.1103	1.9000e-004		0.0120	0.0120		0.0110	0.0110	0.0000	17.0843	17.0843	5.4100e-003	0.0000	17.2195
Total	0.0217	0.2279	0.1103	1.9000e-004	0.0903	0.0120	0.1023	0.0497	0.0110	0.0607	0.0000	17.0843	17.0843	5.4100e-003	0.0000	17.2195

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.3000e-004	2.4000e-004	2.5100e-003	1.0000e-005	7.1000e-004	0.0000	7.2000e-004	1.9000e-004	0.0000	1.9000e-004	0.0000	0.6319	0.6319	2.0000e-005	0.0000	0.6323
Total	3.3000e-004	2.4000e-004	2.5100e-003	1.0000e-005	7.1000e-004	0.0000	7.2000e-004	1.9000e-004	0.0000	1.9000e-004	0.0000	0.6319	0.6319	2.0000e-005	0.0000	0.6323

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0903	0.0000	0.0903	0.0497	0.0000	0.0497	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0217	0.2279	0.1103	1.9000e-004		0.0120	0.0120		0.0110	0.0110	0.0000	17.0843	17.0843	5.4100e-003	0.0000	17.2195

Total	0.0217	0.2279	0.1103	1.9000e-004	0.0903	0.0120	0.1023	0.0497	0.0110	0.0607	0.0000	17.0843	17.0843	5.4100e-003	0.0000	17.2195
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Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.3000e-004	2.4000e-004	2.5100e-003	1.0000e-005	7.1000e-004	0.0000	7.2000e-004	1.9000e-004	0.0000	1.9000e-004	0.0000	0.6319	0.6319	2.0000e-005	0.0000	0.6323
Total	3.3000e-004	2.4000e-004	2.5100e-003	1.0000e-005	7.1000e-004	0.0000	7.2000e-004	1.9000e-004	0.0000	1.9000e-004	0.0000	0.6319	0.6319	2.0000e-005	0.0000	0.6323

3.4 Grading - 2019

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1569	0.0000	0.1569	0.0637	0.0000	0.0637	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0829	0.9541	0.5841	1.0900e-003		0.0417	0.0417		0.0384	0.0384	0.0000	97.4773	97.4773	0.0308	0.0000	98.2483
Total	0.0829	0.9541	0.5841	1.0900e-003	0.1569	0.0417	0.1986	0.0637	0.0384	0.1021	0.0000	97.4773	97.4773	0.0308	0.0000	98.2483

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0511	1.7513	0.3459	4.4800e-003	0.0953	6.7200e-003	0.1021	0.0262	6.4300e-003	0.0327	0.0000	433.4877	433.4877	0.0203	0.0000	433.9955
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.2700e-003	9.5000e-004	9.7800e-003	3.0000e-005	2.7800e-003	2.0000e-005	2.7900e-003	7.4000e-004	2.0000e-005	7.6000e-004	0.0000	2.4573	2.4573	7.0000e-005	0.0000	2.4590
Total	0.0524	1.7523	0.3557	4.5100e-003	0.0981	6.7400e-003	0.1049	0.0270	6.4500e-003	0.0334	0.0000	435.9450	435.9450	0.0204	0.0000	436.4545

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1569	0.0000	0.1569	0.0637	0.0000	0.0637	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0829	0.9541	0.5841	1.0900e-003		0.0417	0.0417		0.0384	0.0384	0.0000	97.4772	97.4772	0.0308	0.0000	98.2482
Total	0.0829	0.9541	0.5841	1.0900e-003	0.1569	0.0417	0.1986	0.0637	0.0384	0.1021	0.0000	97.4772	97.4772	0.0308	0.0000	98.2482

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					

Hauling	0.0511	1.7513	0.3459	4.4800e-003	0.0953	6.7200e-003	0.1021	0.0262	6.4300e-003	0.0327	0.0000	433.4877	433.4877	0.0203	0.0000	433.9955
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.2700e-003	9.5000e-004	9.7800e-003	3.0000e-005	2.7800e-003	2.0000e-005	2.7900e-003	7.4000e-004	2.0000e-005	7.6000e-004	0.0000	2.4573	2.4573	7.0000e-005	0.0000	2.4590
Total	0.0524	1.7523	0.3557	4.5100e-003	0.0981	6.7400e-003	0.1049	0.0270	6.4500e-003	0.0334	0.0000	435.9450	435.9450	0.0204	0.0000	436.4545

3.5 Building Construction - 2019

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0956	0.8537	0.6951	1.0900e-003		0.0522	0.0522		0.0491	0.0491	0.0000	95.2172	95.2172	0.0232	0.0000	95.7971
Total	0.0956	0.8537	0.6951	1.0900e-003		0.0522	0.0522		0.0491	0.0491	0.0000	95.2172	95.2172	0.0232	0.0000	95.7971

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0769	1.9792	0.5313	4.3000e-003	0.1031	0.0142	0.1173	0.0298	0.0136	0.0434	0.0000	412.2943	412.2943	0.0205	0.0000	412.8056
Worker	0.2479	0.1846	1.9064	5.3000e-003	0.5412	3.5700e-003	0.5448	0.1440	3.2900e-003	0.1472	0.0000	479.1192	479.1192	0.0131	0.0000	479.4453
Total	0.3247	2.1638	2.4377	9.6000e-003	0.6443	0.0178	0.6621	0.1738	0.0169	0.1907	0.0000	891.4135	891.4135	0.0335	0.0000	892.2509

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0956	0.8537	0.6951	1.0900e-003		0.0522	0.0522		0.0491	0.0491	0.0000	95.2171	95.2171	0.0232	0.0000	95.7970
Total	0.0956	0.8537	0.6951	1.0900e-003		0.0522	0.0522		0.0491	0.0491	0.0000	95.2171	95.2171	0.0232	0.0000	95.7970

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0769	1.9792	0.5313	4.3000e-003	0.1031	0.0142	0.1173	0.0298	0.0136	0.0434	0.0000	412.2943	412.2943	0.0205	0.0000	412.8056
Worker	0.2479	0.1846	1.9064	5.3000e-003	0.5412	3.5700e-003	0.5448	0.1440	3.2900e-003	0.1472	0.0000	479.1192	479.1192	0.0131	0.0000	479.4453
Total	0.3247	2.1638	2.4377	9.6000e-003	0.6443	0.0178	0.6621	0.1738	0.0169	0.1907	0.0000	891.4135	891.4135	0.0335	0.0000	892.2509

3.5 Building Construction - 2020

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.2777	2.5134	2.2072	3.5300e-003		0.1463	0.1463		0.1376	0.1376	0.0000	303.4091	303.4091	0.0740	0.0000	305.2596
Total	0.2777	2.5134	2.2072	3.5300e-003		0.1463	0.1463		0.1376	0.1376	0.0000	303.4091	303.4091	0.0740	0.0000	305.2596

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.2009	5.7725	1.5374	0.0138	0.3335	0.0286	0.3621	0.0964	0.0274	0.1238	0.0000	1,325.4365	1,325.4365	0.0608	0.0000	1,326.9561
Worker	0.7332	0.5269	5.5242	0.0166	1.7507	0.0113	1.7620	0.4656	0.0104	0.4760	0.0000	1,501.3280	1,501.3280	0.0368	0.0000	1,502.2486
Total	0.9341	6.2994	7.0616	0.0304	2.0842	0.0399	2.1241	0.5620	0.0378	0.5998	0.0000	2,826.7644	2,826.7644	0.0976	0.0000	2,829.2047

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.2777	2.5134	2.2072	3.5300e-003		0.1463	0.1463		0.1376	0.1376	0.0000	303.4087	303.4087	0.0740	0.0000	305.2592

Total	0.2777	2.5134	2.2072	3.5300e-003		0.1463	0.1463		0.1376	0.1376	0.0000	303.4087	303.4087	0.0740	0.0000	305.2592
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Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.2009	5.7725	1.5374	0.0138	0.3335	0.0286	0.3621	0.0964	0.0274	0.1238	0.0000	1,325.4365	1,325.4365	0.0608	0.0000	1,326.9561
Worker	0.7332	0.5269	5.5242	0.0166	1.7507	0.0113	1.7620	0.4656	0.0104	0.4760	0.0000	1,501.3280	1,501.3280	0.0368	0.0000	1,502.2486
Total	0.9341	6.2994	7.0616	0.0304	2.0842	0.0399	2.1241	0.5620	0.0378	0.5998	0.0000	2,826.7644	2,826.7644	0.0976	0.0000	2,829.2047

3.5 Building Construction - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0257	0.2353	0.2238	3.6000e-004		0.0129	0.0129		0.0122	0.0122	0.0000	31.2710	31.2710	7.5400e-003	0.0000	31.4596
Total	0.0257	0.2353	0.2238	3.6000e-004		0.0129	0.0129		0.0122	0.0122	0.0000	31.2710	31.2710	7.5400e-003	0.0000	31.4596

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0170	0.5369	0.1429	1.4100e-003	0.0344	1.1900e-003	0.0356	9.9400e-003	1.1400e-003	0.0111	0.0000	135.3299	135.3299	5.9000e-003	0.0000	135.4773
Worker	0.0701	0.0485	0.5204	1.6500e-003	0.1804	1.1400e-003	0.1816	0.0480	1.0500e-003	0.0490	0.0000	149.3469	149.3469	3.4000e-003	0.0000	149.4318
Total	0.0871	0.5854	0.6633	3.0600e-003	0.2148	2.3300e-003	0.2171	0.0579	2.1900e-003	0.0601	0.0000	284.6768	284.6768	9.3000e-003	0.0000	284.9091

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0257	0.2353	0.2238	3.6000e-004		0.0129	0.0129		0.0122	0.0122	0.0000	31.2710	31.2710	7.5400e-003	0.0000	31.4596
Total	0.0257	0.2353	0.2238	3.6000e-004		0.0129	0.0129		0.0122	0.0122	0.0000	31.2710	31.2710	7.5400e-003	0.0000	31.4596

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					

Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0170	0.5369	0.1429	1.4100e-003	0.0344	1.1900e-003	0.0356	9.9400e-003	1.1400e-003	0.0111	0.0000	135.3299	135.3299	5.9000e-003	0.0000	135.4773
Worker	0.0701	0.0485	0.5204	1.6500e-003	0.1804	1.1400e-003	0.1816	0.0480	1.0500e-003	0.0490	0.0000	149.3469	149.3469	3.4000e-003	0.0000	149.4318
Total	0.0871	0.5854	0.6633	3.0600e-003	0.2148	2.3300e-003	0.2171	0.0579	2.1900e-003	0.0601	0.0000	284.6768	284.6768	9.3000e-003	0.0000	284.9091

3.6 Paving - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0126	0.1292	0.1465	2.3000e-004		6.7800e-003	6.7800e-003		6.2400e-003	6.2400e-003	0.0000	20.0235	20.0235	6.4800e-003	0.0000	20.1854
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0126	0.1292	0.1465	2.3000e-004		6.7800e-003	6.7800e-003		6.2400e-003	6.2400e-003	0.0000	20.0235	20.0235	6.4800e-003	0.0000	20.1854

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.6000e-004	3.2000e-004	3.4300e-003	1.0000e-005	1.1900e-003	1.0000e-005	1.2000e-003	3.2000e-004	1.0000e-005	3.2000e-004	0.0000	0.9848	0.9848	2.0000e-005	0.0000	0.9854
Total	4.6000e-004	3.2000e-004	3.4300e-003	1.0000e-005	1.1900e-003	1.0000e-005	1.2000e-003	3.2000e-004	1.0000e-005	3.2000e-004	0.0000	0.9848	0.9848	2.0000e-005	0.0000	0.9854

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0126	0.1292	0.1465	2.3000e-004		6.7800e-003	6.7800e-003		6.2400e-003	6.2400e-003	0.0000	20.0235	20.0235	6.4800e-003	0.0000	20.1854
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0126	0.1292	0.1465	2.3000e-004		6.7800e-003	6.7800e-003		6.2400e-003	6.2400e-003	0.0000	20.0235	20.0235	6.4800e-003	0.0000	20.1854

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.6000e-004	3.2000e-004	3.4300e-003	1.0000e-005	1.1900e-003	1.0000e-005	1.2000e-003	3.2000e-004	1.0000e-005	3.2000e-004	0.0000	0.9848	0.9848	2.0000e-005	0.0000	0.9854
Total	4.6000e-004	3.2000e-004	3.4300e-003	1.0000e-005	1.1900e-003	1.0000e-005	1.2000e-003	3.2000e-004	1.0000e-005	3.2000e-004	0.0000	0.9848	0.9848	2.0000e-005	0.0000	0.9854

3.7 Architectural Coating - 2021

Unmitigated Construction On-Site

Off-Road	2.1900e-003	0.0153	0.0182	3.0000e-005		9.4000e-004	9.4000e-004		9.4000e-004	9.4000e-004	0.0000	2.5533	2.5533	1.8000e-004	0.0000	2.5576
Total	13.1589	0.0153	0.0182	3.0000e-005		9.4000e-004	9.4000e-004		9.4000e-004	9.4000e-004	0.0000	2.5533	2.5533	1.8000e-004	0.0000	2.5576

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0104	7.1900e-003	0.0771	2.4000e-004	0.0267	1.7000e-004	0.0269	7.1100e-003	1.5000e-004	7.2600e-003	0.0000	22.1255	22.1255	5.0000e-004	0.0000	22.1380
Total	0.0104	7.1900e-003	0.0771	2.4000e-004	0.0267	1.7000e-004	0.0269	7.1100e-003	1.5000e-004	7.2600e-003	0.0000	22.1255	22.1255	5.0000e-004	0.0000	22.1380

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	2.0955	8.3300	23.6302	0.0917	9.6070	0.0720	9.6791	2.5712	0.0670	2.6382	0.0000	8,418.1998	8,418.1998	0.2568	0.0000	8,424.6203
Unmitigated	2.0955	8.3300	23.6302	0.0917	9.6070	0.0720	9.6791	2.5712	0.0670	2.6382	0.0000	8,418.1998	8,418.1998	0.2568	0.0000	8,424.6203

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Mid Rise	9,202.20	8,842.25	8106.70	20,773,251	20,773,251
Enclosed Parking Structure	0.00	0.00	0.00		
Hotel	1,653.75	1,658.25	1206.00	3,021,704	3,021,704
Parking Lot	0.00	0.00	0.00		
Strip Mall	1,449.90	1,375.20	668.25	2,044,493	2,044,493
Total	12,305.85	11,875.70	9,980.95	25,839,448	25,839,448

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Mid Rise	10.80	4.80	5.70	31.00	15.00	54.00	86	11	3
Enclosed Parking Structure	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0
Hotel	9.50	7.30	7.30	19.40	61.60	19.00	58	38	4
Parking Lot	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0
Strip Mall	9.50	7.30	7.30	16.60	64.40	19.00	45	40	15

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Mid Rise	0.618126	0.034987	0.181060	0.102744	0.012808	0.005030	0.012887	0.022139	0.002195	0.001502	0.005204	0.000638	0.000681
Enclosed Parking Structure	0.618126	0.034987	0.181060	0.102744	0.012808	0.005030	0.012887	0.022139	0.002195	0.001502	0.005204	0.000638	0.000681
Hotel	0.618126	0.034987	0.181060	0.102744	0.012808	0.005030	0.012887	0.022139	0.002195	0.001502	0.005204	0.000638	0.000681
Parking Lot	0.618126	0.034987	0.181060	0.102744	0.012808	0.005030	0.012887	0.022139	0.002195	0.001502	0.005204	0.000638	0.000681
Strip Mall	0.618126	0.034987	0.181060	0.102744	0.012808	0.005030	0.012887	0.022139	0.002195	0.001502	0.005204	0.000638	0.000681

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

Install Energy Efficient Appliances

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	2,533.8453	2,533.8453	0.1934	0.0400	2,550.6020
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	2,562.4816	2,562.4816	0.1956	0.0405	2,579.4277
NaturalGas Mitigated	0.1515	1.3379	0.8656	8.2700e-003		0.1047	0.1047		0.1047	0.1047	0.0000	1,499.7080	1,499.7080	0.0287	0.0275	1,508.6200
NaturalGas Unmitigated	0.1515	1.3379	0.8656	8.2700e-003		0.1047	0.1047		0.1047	0.1047	0.0000	1,499.7080	1,499.7080	0.0287	0.0275	1,508.6200

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Apartments Mid Rise	1.35207e+007	0.0729	0.6230	0.2651	3.9800e-003		0.0504	0.0504		0.0504	0.0504	0.0000	721.5181	721.5181	0.0138	0.0132	725.8058
Enclosed Parking Structure	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hotel	1.44761e+007	0.0781	0.7096	0.5961	4.2600e-003		0.0539	0.0539		0.0539	0.0539	0.0000	772.4986	772.4986	0.0148	0.0142	777.0892
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Strip Mall	106650	5.8000e-004	5.2300e-003	4.3900e-003	3.0000e-005		4.0000e-004	4.0000e-004		4.0000e-004	4.0000e-004	0.0000	5.6913	5.6913	1.1000e-004	1.0000e-004	5.7251
Total		0.1516	1.3379	0.8656	8.2700e-003		0.1047	0.1047		0.1047	0.1047	0.0000	1,499.7080	1,499.7080	0.0288	0.0275	1,508.6200

Mitigated

	Natural Gas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Apartments Mid Rise	1.35207e+007	0.0729	0.6230	0.2651	3.9800e-003		0.0504	0.0504		0.0504	0.0504	0.0000	721.5181	721.5181	0.0138	0.0132	725.9058
Enclosed Parking Structure	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hotel	1.44761e+007	0.0781	0.7096	0.5961	4.2600e-003		0.0539	0.0539		0.0539	0.0539	0.0000	772.4986	772.4986	0.0148	0.0142	777.0892
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Strip Mall	106650	5.8000e-004	5.2300e-003	4.3900e-003	3.0000e-005		4.0000e-004	4.0000e-004		4.0000e-004	4.0000e-004	0.0000	5.6913	5.6913	1.1000e-004	1.0000e-004	5.7251
Total		0.1516	1.3379	0.8656	8.2700e-003		0.1047	0.1047		0.1047	0.1047	0.0000	1,499.7080	1,499.7080	0.0288	0.0276	1,508.6200

5.3 Energy by Land Use - Electricity

Unmitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Mid Rise	6.46087e+006	1,113.6281	0.0850	0.0176	1,120.9927
Enclosed Parking Structure	5.43188e+006	936.2631	0.0715	0.0148	942.4548
Hotel	2.48945e+006	429.0950	0.0328	6.7800e-003	431.9327
Parking Lot	3360	0.5792	4.0000e-005	1.0000e-005	0.5830
Strip Mall	481050	82.9162	6.3300e-003	1.3100e-003	83.4646

Total		2,562.4816	0.1956	0.0405	2,579.4277
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Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Mid Rise	6.29473e+006	1,084.9919	0.0828	0.0171	1,092.1671
Enclosed Parking Structure	5.43186e+006	936.2631	0.0715	0.0148	942.4548
Hotel	2.48945e+006	429.0950	0.0328	6.7800e-003	431.9327
Parking Lot	3360	0.5792	4.0000e-005	1.0000e-005	0.5830
Strip Mall	481050	82.9162	6.3300e-003	1.3100e-003	83.4646
Total		2,533.8453	0.1934	0.0400	2,550.6020

6.0 Area Detail

6.1 Mitigation Measures Area

- Use Low VOC Paint - Residential Interior
- Use Low VOC Paint - Residential Exterior
- Use Low VOC Paint - Non-Residential Interior
- Use Low VOC Paint - Non-Residential Exterior
- Use only Natural Gas Hearths

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	8.5797	0.1880	11.6569	9.6000e-004		0.0689	0.0689		0.0689	0.0689	0.0000	81.5741	81.5741	0.0195	1.1500e-003	82.4033
Unmitigated	9.2992	0.1880	11.6569	9.6000e-004		0.0689	0.0689		0.0689	0.0689	0.0000	81.5741	81.5741	0.0195	1.1500e-003	82.4033

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Blo- CO2	NBlo- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	1.3157					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	7.6263					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	6.3200e-003	0.0540	0.0230	3.4000e-004		4.3700e-003	4.3700e-003		4.3700e-003	4.3700e-003	0.0000	62.5445	62.5445	1.2000e-003	1.1500e-003	62.9162
Landscaping	0.3508	0.1340	11.6339	6.2000e-004		0.0645	0.0645		0.0645	0.0645	0.0000	19.0296	19.0296	0.0183	0.0000	19.4872
Total	9.2992	0.1880	11.6569	9.6000e-004		0.0689	0.0689		0.0689	0.0689	0.0000	81.5741	81.5741	0.0195	1.1500e-003	82.4033

Mitigated

[illegible]

Consumer Products	7.6263					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	6.3200e-003	0.0540	0.0230	3.4000e-004		4.3700e-003	4.3700e-003		4.3700e-003	4.3700e-003	0.0000	62.5445	62.5445	1.2000e-003	1.1500e-003	62.9162
Landscaping	0.3508	0.1340	11.6339	6.2000e-004		0.0645	0.0645		0.0645	0.0645	0.0000	19.0296	19.0296	0.0183	0.0000	19.4872
Total	8.5797	0.1880	11.6569	9.6000e-004		0.0689	0.0689		0.0689	0.0689	0.0000	81.5741	81.5741	0.0195	1.1500e-003	82.4033

7.0 Water Detail

7.1 Mitigation Measures Water

- Install Low Flow Bathroom Faucet
- Install Low Flow Kitchen Faucet
- Install Low Flow Toilet
- Install Low Flow Shower
- Use Water Efficient Irrigation System

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	152.1769	0.1174	0.0702	176.0406
Unmitigated	183.2024	0.1462	0.0877	212.9856

7.2 Water by Land Use

Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Mid Rise	101.966 / 64.2829	169.9567	0.1344	0.0806	197.3252
Enclosed Parking Structure	0 / 0	0.0000	0.0000	0.0000	0.0000
Hotel	5.70752 / 0.634169	7.7251	7.3900e-003	4.4800e-003	9.2453
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
Strip Mall	3.33326 / 2.04297	5.5206	4.3900e-003	2.6300e-003	6.4151
Total		183.2024	0.1462	0.0877	212.9856

Mitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Mid Rise	81.5728 / 60.3617	141.3558	0.1079	0.0645	163.2863
Enclosed Parking Structure	0 / 0	0.0000	0.0000	0.0000	0.0000
Hotel	4.56602 / 0.595485	6.2333	5.9100e-003	3.5900e-003	7.4497
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
Strip Mall	2.66661 / 1.91835	4.5878	3.5300e-003	2.1100e-003	5.3045
Total		152.1769	0.1174	0.0702	176.0406

8.0 Waste Detail

8.1 Mitigation Measures Waste

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	180.7310	10.6809	0.0000	447.7533
Unmitigated	180.7310	10.6809	0.0000	447.7533

8.2 Waste by Land Use

Unmitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Mid Rise	719.9	146.1332	8.6362	0.0000	362.0388
Enclosed Parking Structure	0	0.0000	0.0000	0.0000	0.0000
Hotel	123.19	25.0065	1.4778	0.0000	61.9524
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Strip Mall	47.25	9.5913	0.5668	0.0000	23.7621
Total		180.7310	10.6809	0.0000	447.7533

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Mid Rise	719.9	146.1332	8.6362	0.0000	362.0388
Enclosed Parking Structure	0	0.0000	0.0000	0.0000	0.0000
Hotel	123.19	25.0065	1.4778	0.0000	61.9524
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Strip Mall	47.25	9.5913	0.5668	0.0000	23.7621
Total		180.7310	10.6809	0.0000	447.7533

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
Emergency Generator	1	0	50	135	0.73	Diesel

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
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User Defined Equipment

Equipment Type	Number
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10.1 Stationary Sources

Unmitigated/Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Equipment Type	tons/yr										MT/yr					
Emergency Generator - Diesel (100 - 475 HP)	5.5400e-003	0.0155	0.0201	3.0000e-005		8.1000e-004	8.1000e-004		8.1000e-004	8.1000e-004	0.0000	2.5704	2.5704	3.6000e-004	0.0000	2.5794
Total	5.5400e-003	0.0155	0.0201	3.0000e-005		8.1000e-004	8.1000e-004		8.1000e-004	8.1000e-004	0.0000	2.5704	2.5704	3.6000e-004	0.0000	2.5794

11.0 Vegetation

Gateway Crossings - DEIR project - Santa Clara County, Annual

Gateway Crossings - DEIR project

Santa Clara County, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Enclosed Parking Structure	2,765.00	Space	0.00	1,106,000.00	0
Parking Lot	21.00	Space	0.00	8,400.00	0
Hotel	250.00	Room	0.00	363,000.00	0
Apartments Mid Rise	1,600.00	Dwelling Unit	24.00	1,600,000.00	4576
Strip Mall	15.00	1000sqft	0.00	15,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	58
Climate Zone	4			Operational Year	2026
Utility Company	Silicon Valley Power				
CO2 Intensity (lb/MW hr)	380	CH4 Intensity (lb/MW hr)	0.029	N2O Intensity (lb/MW hr)	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics - SVP 2020 rate = 380 MT or less

Land Use - DEIR land uses

Construction Phase - Default to compare construction scenarios (5-year build out)

Vehicle Trips - computed trip rates APTs=6.00/5.77/5.29, HOTEL=7.92/7.94/5.77, RETAIL=32.01/30.36/14.76

Woodstoves - No wood burning Nat gas = 512

Energy Use -

Water And Wastewater - WTP treatment

Energy Mitigation - energy efficient appliances

Water Mitigation - water efficiency

Stationary Sources - Emergency Generators and Fire Pumps - 135-hp generator

Operational Off-Road Equipment -

Grading - Soil off haul

Table Name	Column Name	Default Value	New Value
tblFireplaces	NumberGas	240.00	512.00
tblFireplaces	NumberWood	272.00	0.00
tblGrading	MaterialExported	0.00	90,000.00
tblLandUse	LotAcreage	24.88	0.00
tblLandUse	LotAcreage	0.19	0.00
tblLandUse	LotAcreage	8.33	0.00
tblLandUse	LotAcreage	42.11	24.00
tblLandUse	LotAcreage	0.34	0.00
tblProjectCharacteristics	CO2IntensityFactor	641.35	380
tblStationaryGeneratorsPumpsEF	CH4_EF	0.07	0.07
tblStationaryGeneratorsPumpsEF	ROG_EF	2.2480e-003	2.2477e-003
tblStationaryGeneratorsPumpsUse	HorsePowerValue	0.00	135.00

tblStationaryGeneratorsPumpsUse	HoursPerYear	0.00	50.00
tblStationaryGeneratorsPumpsUse	NumberOfEquipment	0.00	1.00
tblVehicleTrips	ST_TR	6.39	5.77
tblVehicleTrips	ST_TR	8.19	7.94
tblVehicleTrips	ST_TR	42.04	30.36
tblVehicleTrips	SU_TR	5.86	5.29
tblVehicleTrips	SU_TR	5.95	5.29
tblVehicleTrips	SU_TR	20.43	14.76
tblVehicleTrips	WD_TR	6.65	6.00
tblVehicleTrips	WD_TR	8.17	7.92
tblVehicleTrips	WD_TR	44.32	32.01
tblWater	AerobicPercent	87.46	100.00
tblWater	AerobicPercent	87.46	100.00
tblWater	AerobicPercent	87.46	100.00
tblWater	AerobicPercent	87.46	100.00
tblWater	AerobicPercent	87.46	100.00
tblWater	AnaerobicandFacultativeLagoonsPerce	2.21	0.00
tblWater	AnaerobicandFacultativeLagoonsPerce	2.21	0.00
tblWater	AnaerobicandFacultativeLagoonsPerce	2.21	0.00
tblWater	AnaerobicandFacultativeLagoonsPerce	2.21	0.00
tblWater	AnaerobicandFacultativeLagoonsPerce	2.21	0.00
tblWater	SepticTankPercent	10.33	0.00
tblWater	SepticTankPercent	10.33	0.00
tblWater	SepticTankPercent	10.33	0.00
tblWater	SepticTankPercent	10.33	0.00
tblWater	SepticTankPercent	10.33	0.00
tblWoodstoves	WoodstoveWoodMass	582.40	0.00

2.0 Emissions Summary

2.1 Overall Construction

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2019	0.8769	8.2329	6.3746	0.0238	1.4075	0.1893	1.5968	0.4268	0.1771	0.6039	0.0000	2,210.3291	2,210.3291	0.1580	0.0000	2,214.2788
2020	1.1925	8.7639	9.1554	0.0337	2.0544	0.1828	2.2372	0.5541	0.1720	0.7261	0.0000	3,102.9055	3,102.9055	0.1718	0.0000	3,107.2006
2021	13.4810	0.0358	0.1144	3.1000e-004	0.0283	1.8000e-003	0.0301	7.5200e-003	1.7300e-003	9.2500e-003	0.0000	27.9613	27.9613	1.3600e-003	0.0000	27.9952
Maximum	13.4810	8.7639	9.1554	0.0337	2.0544	0.1893	2.2372	0.5541	0.1771	0.7261	0.0000	3,102.9055	3,102.9055	0.1718	0.0000	3,107.2006

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2019	0.8769	8.2329	6.3746	0.0238	1.4075	0.1893	1.5968	0.4268	0.1771	0.6039	0.0000	2,210.3288	2,210.3288	0.1580	0.0000	2,214.2784

2020	1.1925	8.7639	9.1554	0.0337	2.0544	0.1828	2.2372	0.5541	0.1720	0.7261	0.0000	3,102.9051	3,102.9051	0.1718	0.0000	3,107.2002
2021	13.4810	0.0358	0.1144	3.1000e-004	0.0283	1.8000e-003	0.0301	7.5200e-003	1.7300e-003	9.2500e-003	0.0000	27.9613	27.9613	1.3600e-003	0.0000	27.9952
Maximum	13.4810	8.7639	9.1554	0.0337	2.0544	0.1893	2.2372	0.5541	0.1771	0.7261	0.0000	3,102.9051	3,102.9051	0.1718	0.0000	3,107.2002

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	4-9-2019	7-8-2019	3.4490	3.4490
2	7-9-2019	10-8-2019	2.9074	2.9074
3	10-9-2019	1-8-2020	2.9479	2.9479
4	1-9-2020	4-8-2020	2.6445	2.6445
5	4-9-2020	7-8-2020	2.5894	2.5894
6	7-9-2020	10-8-2020	2.6231	2.6231
7	10-9-2020	1-8-2021	3.8297	3.8297
8	1-9-2021	4-8-2021	11.5752	11.5752
		Highest	11.5752	11.5752

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	9.5092	0.1922	11.9204	9.8000e-004		0.0704	0.0704		0.0704	0.0704	0.0000	83.3783	83.3783	0.0200	1.1700e-003	84.2263
Energy	0.1615	1.4272	0.9348	8.8100e-003		0.1116	0.1116		0.1116	0.1116	0.0000	4,322.2394	4,322.2394	0.2385	0.0723	4,349.7514
Mobile	2.0745	8.2663	23.5925	0.0919	9.6436	0.0721	9.7157	2.5810	0.0670	2.6480	0.0000	8,436.6089	8,436.6089	0.2565	0.0000	8,443.0202
Stationary	5.5400e-003	0.0155	0.0201	3.0000e-005		8.1000e-004	8.1000e-004		8.1000e-004	8.1000e-004	0.0000	2.5704	2.5704	3.6000e-004	0.0000	2.5794
Waste						0.0000	0.0000		0.0000	0.0000	180.3839	0.0000	180.3839	10.6604	0.0000	446.8934
Water						0.0000	0.0000		0.0000	0.0000	39.5194	144.6619	184.1813	0.1471	0.0882	214.1491
Total	11.7506	9.9011	36.4677	0.1017	9.6436	0.2549	9.8985	2.5810	0.2498	2.8308	219.9032	12,989.4590	13,209.3622	11.3227	0.1617	13,540.6198

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	9.5092	0.1922	11.9204	9.8000e-004		0.0704	0.0704		0.0704	0.0704	0.0000	83.3783	83.3783	0.0200	1.1700e-003	84.2263
Energy	0.1615	1.4272	0.9348	8.8100e-003		0.1116	0.1116		0.1116	0.1116	0.0000	4,292.9627	4,292.9627	0.2363	0.0719	4,320.2811
Mobile	2.0745	8.2663	23.5925	0.0919	9.6436	0.0721	9.7157	2.5810	0.0670	2.6480	0.0000	8,436.6089	8,436.6089	0.2565	0.0000	8,443.0202
Stationary	5.5400e-003	0.0155	0.0201	3.0000e-005		8.1000e-004	8.1000e-004		8.1000e-004	8.1000e-004	0.0000	2.5704	2.5704	3.6000e-004	0.0000	2.5794
Waste						0.0000	0.0000		0.0000	0.0000	180.3839	0.0000	180.3839	10.6604	0.0000	446.8934
Water						0.0000	0.0000		0.0000	0.0000	31.6155	123.8263	155.4418	0.1183	0.0707	179.4696

Total	11.7506	9.9011	36.4677	0.1017	9.6436	0.2549	9.8985	2.5810	0.2498	2.8308	211.9994	12,939.34 66	13,151.346 0	11.2917	0.1437	13,476.46 99
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	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.59	0.39	0.44	0.27	11.12	0.47

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	4/9/2019	5/6/2019	5	20	
2	Site Preparation	Site Preparation	5/7/2019	5/20/2019	5	10	
3	Grading	Grading	5/21/2019	7/8/2019	5	35	
4	Building Construction	Building Construction	7/9/2019	12/7/2020	5	370	
5	Paving	Paving	12/8/2020	1/4/2021	5	20	
6	Architectural Coating	Architectural Coating	1/5/2021	2/1/2021	5	20	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 87.5

Acres of Paving: 0

Residential Indoor: 3,240,000; Residential Outdoor: 1,080,000; Non-Residential Indoor: 567,000; Non-Residential Outdoor: 189,000;

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	2	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Scrapers	2	8.00	367	0.48
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	11,250.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	1,777.00	416.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.3000e-004	2.4000e-004	2.5100e-003	1.0000e-005	7.1000e-004	0.0000	7.2000e-004	1.9000e-004	0.0000	1.9000e-004	0.0000	0.6319	0.6319	2.0000e-005	0.0000	0.6323
Total	3.3000e-004	2.4000e-004	2.5100e-003	1.0000e-005	7.1000e-004	0.0000	7.2000e-004	1.9000e-004	0.0000	1.9000e-004	0.0000	0.6319	0.6319	2.0000e-005	0.0000	0.6323

3.4 Grading - 2019

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1569	0.0000	0.1569	0.0637	0.0000	0.0637	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0829	0.9541	0.5841	1.0900e-003		0.0417	0.0417		0.0384	0.0384	0.0000	97.4773	97.4773	0.0308	0.0000	98.2483
Total	0.0829	0.9541	0.5841	1.0900e-003	0.1569	0.0417	0.1986	0.0637	0.0384	0.1021	0.0000	97.4773	97.4773	0.0308	0.0000	98.2483

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0511	1.7513	0.3459	4.4800e-003	0.0953	6.7200e-003	0.1021	0.0262	6.4300e-003	0.0327	0.0000	433.4877	433.4877	0.0203	0.0000	433.9955
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.2700e-003	9.5000e-004	9.7800e-003	3.0000e-005	2.7800e-003	2.0000e-005	2.7900e-003	7.4000e-004	2.0000e-005	7.6000e-004	0.0000	2.4573	2.4573	7.0000e-005	0.0000	2.4590
Total	0.0524	1.7523	0.3557	4.5100e-003	0.0981	6.7400e-003	0.1049	0.0270	6.4500e-003	0.0334	0.0000	435.9450	435.9450	0.0204	0.0000	436.4545

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1569	0.0000	0.1569	0.0637	0.0000	0.0637	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0829	0.9541	0.5841	1.0900e-003		0.0417	0.0417		0.0384	0.0384	0.0000	97.4772	97.4772	0.0308	0.0000	98.2482
Total	0.0829	0.9541	0.5841	1.0900e-003	0.1569	0.0417	0.1986	0.0637	0.0384	0.1021	0.0000	97.4772	97.4772	0.0308	0.0000	98.2482

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0511	1.7513	0.3459	4.4800e-003	0.0953	6.7200e-003	0.1021	0.0262	6.4300e-003	0.0327	0.0000	433.4877	433.4877	0.0203	0.0000	433.9955

Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.5000e-004	3.2000e-004	3.3800e-003	1.0000e-005	1.0700e-003	1.0000e-005	1.0800e-003	2.8000e-004	1.0000e-005	2.9000e-004	0.0000	0.9182	0.9182	2.0000e-005	0.0000	0.9188
Total	4.5000e-004	3.2000e-004	3.3800e-003	1.0000e-005	1.0700e-003	1.0000e-005	1.0800e-003	2.8000e-004	1.0000e-005	2.9000e-004	0.0000	0.9182	0.9182	2.0000e-005	0.0000	0.9188

3.6 Paving - 2021

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	1.2600e-003	0.0129	0.0147	2.0000e-005		6.8000e-004	6.8000e-004		6.2000e-004	6.2000e-004	0.0000	2.0024	2.0024	6.5000e-004	0.0000	2.0185
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	1.2600e-003	0.0129	0.0147	2.0000e-005		6.8000e-004	6.8000e-004		6.2000e-004	6.2000e-004	0.0000	2.0024	2.0024	6.5000e-004	0.0000	2.0185

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.0000e-005	3.0000e-005	3.4000e-004	0.0000	1.2000e-004	0.0000	1.2000e-004	3.0000e-005	0.0000	3.0000e-005	0.0000	0.0985	0.0985	0.0000	0.0000	0.0985
Total	5.0000e-005	3.0000e-005	3.4000e-004	0.0000	1.2000e-004	0.0000	1.2000e-004	3.0000e-005	0.0000	3.0000e-005	0.0000	0.0985	0.0985	0.0000	0.0000	0.0985

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	1.2600e-003	0.0129	0.0147	2.0000e-005		6.8000e-004	6.8000e-004		6.2000e-004	6.2000e-004	0.0000	2.0024	2.0024	6.5000e-004	0.0000	2.0185
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	1.2600e-003	0.0129	0.0147	2.0000e-005		6.8000e-004	6.8000e-004		6.2000e-004	6.2000e-004	0.0000	2.0024	2.0024	6.5000e-004	0.0000	2.0185

Mitigated Construction Off-Site

[illegible]

Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0109	7.5700e-003	0.0812	2.6000e-004	0.0282	1.8000e-004	0.0283	7.4900e-003	1.6000e-004	7.6500e-003	0.0000	23.3072	23.3072	5.3000e-004	0.0000	23.3205
Total	0.0109	7.5700e-003	0.0812	2.6000e-004	0.0282	1.8000e-004	0.0283	7.4900e-003	1.6000e-004	7.6500e-003	0.0000	23.3072	23.3072	5.3000e-004	0.0000	23.3205

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	2.0745	8.2663	23.5925	0.0919	9.6436	0.0721	9.7157	2.5810	0.0670	2.6480	0.0000	8,436.6089	8,436.6089	0.2565	0.0000	8,443.0202
Unmitigated	2.0745	8.2663	23.5925	0.0919	9.6436	0.0721	9.7157	2.5810	0.0670	2.6480	0.0000	8,436.6089	8,436.6089	0.2565	0.0000	8,443.0202

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Mid Rise	9,600.00	9,232.00	8464.00	21,675,994	21,675,994
Enclosed Parking Structure	0.00	0.00	0.00		
Hotel	1,980.00	1,985.00	1322.50	3,584,762	3,584,762
Parking Lot	0.00	0.00	0.00		
Strip Mall	480.15	455.40	221.40	677,076	677,076
Total	12,060.15	11,672.40	10,007.90	25,937,832	25,937,832

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Mid Rise	10.80	4.80	5.70	31.00	15.00	54.00	86	11	3
Enclosed Parking Structure	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0
Hotel	9.50	7.30	7.30	19.40	61.60	19.00	58	38	4
Parking Lot	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0
Strip Mall	9.50	7.30	7.30	16.60	64.40	19.00	45	40	15

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Mid Rise	0.618126	0.034987	0.181060	0.102744	0.012808	0.005030	0.012887	0.022139	0.002195	0.001502	0.005204	0.000638	0.000681
Enclosed Parking Structure	0.618126	0.034987	0.181060	0.102744	0.012808	0.005030	0.012887	0.022139	0.002195	0.001502	0.005204	0.000638	0.000681
Hotel	0.618126	0.034987	0.181060	0.102744	0.012808	0.005030	0.012887	0.022139	0.002195	0.001502	0.005204	0.000638	0.000681
Parking Lot	0.618126	0.034987	0.181060	0.102744	0.012808	0.005030	0.012887	0.022139	0.002195	0.001502	0.005204	0.000638	0.000681
Strip Mall	0.618126	0.034987	0.181060	0.102744	0.012808	0.005030	0.012887	0.022139	0.002195	0.001502	0.005204	0.000638	0.000681

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

Install Energy Efficient Appliances

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	2,695.0796	2,695.0796	0.2057	0.0426	2,712.9025
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	2,724.3562	2,724.3562	0.2079	0.0430	2,742.3728
NaturalGas Mitigated	0.1615	1.4272	0.9348	8.8100e-003		0.1116	0.1116		0.1116	0.1116	0.0000	1,597.8832	1,597.8832	0.0306	0.0293	1,607.3786
NaturalGas Unmitigated	0.1615	1.4272	0.9348	8.8100e-003		0.1116	0.1116		0.1116	0.1116	0.0000	1,597.8832	1,597.8832	0.0306	0.0293	1,607.3786

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Apartments Mid Rise	1.38231e+007	0.0745	0.6370	0.2710	4.0700e-003		0.0515	0.0515		0.0515	0.0515	0.0000	737.6543	737.6543	0.0141	0.0135	742.0378
Enclosed Parking Structure	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hotel	1.60845e+007	0.0867	0.7885	0.6623	4.7300e-003		0.0599	0.0599		0.0599	0.0599	0.0000	858.3318	858.3318	0.0165	0.0157	863.4324
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Strip Mall	35550	1.9000e-004	1.7400e-003	1.4600e-003	1.0000e-005		1.3000e-004	1.3000e-004		1.3000e-004	1.3000e-004	0.0000	1.8971	1.8971	4.0000e-005	3.0000e-005	1.9084
Total		0.1615	1.4272	0.9348	8.8100e-003		0.1116	0.1116		0.1116	0.1116	0.0000	1,597.8832	1,597.8832	0.0306	0.0293	1,607.3786

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Apartments Mid Rise	1.38231e+007	0.0745	0.6370	0.2710	4.0700e-003		0.0515	0.0515		0.0515	0.0515	0.0000	737.6543	737.6543	0.0141	0.0135	742.0378
Enclosed Parking Structure	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hotel	1.60845e+007	0.0867	0.7885	0.6623	4.7300e-003		0.0599	0.0599		0.0599	0.0599	0.0000	858.3318	858.3318	0.0165	0.0157	863.4324
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Strip Mall	35550	1.9000e-004	1.7400e-003	1.4600e-003	1.0000e-005		1.3000e-004	1.3000e-004		1.3000e-004	1.3000e-004	0.0000	1.8971	1.8971	4.0000e-005	3.0000e-005	1.9084
Total		0.1615	1.4272	0.9348	8.8100e-003		0.1116	0.1116		0.1116	0.1116	0.0000	1,597.8832	1,597.8832	0.0306	0.0293	1,607.3786

5.3 Energy by Land Use - Electricity

Unmitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
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Hearth	6.4600e-003	0.0552	0.0235	3.5000e-004		4.4600e-003	4.4600e-003		4.4600e-003	4.4600e-003	0.0000	63.9177	63.9177	1.2300e-003	1.1700e-003	64.2976
Landscaping	0.3589	0.1370	11.8969	6.3000e-004		0.0660	0.0660		0.0660	0.0660	0.0000	19.4606	19.4606	0.0187	0.0000	19.9287
Total	9.5092	0.1922	11.9204	9.8000e-004		0.0704	0.0704		0.0704	0.0704	0.0000	83.3783	83.3783	0.0200	1.1700e-003	84.2263

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lons/yr										MT/yr					
Architectural Coating	1.3467					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	7.7971					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	6.4600e-003	0.0552	0.0235	3.5000e-004		4.4600e-003	4.4600e-003		4.4600e-003	4.4600e-003	0.0000	63.9177	63.9177	1.2300e-003	1.1700e-003	64.2976
Landscaping	0.3589	0.1370	11.8969	6.3000e-004		0.0660	0.0660		0.0660	0.0660	0.0000	19.4606	19.4606	0.0187	0.0000	19.9287
Total	9.5092	0.1922	11.9204	9.8000e-004		0.0704	0.0704		0.0704	0.0704	0.0000	83.3783	83.3783	0.0200	1.1700e-003	84.2263

7.0 Water Detail

7.1 Mitigation Measures Water

Install Low Flow Bathroom Faucet

Install Low Flow Kitchen Faucet

Install Low Flow Toilet

Install Low Flow Shower

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	155.4418	0.1183	0.0707	179.4696
Unmitigated	184.1813	0.1471	0.0882	214.1491

7.2 Water by Land Use

Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Mid Rise	104.246 / 65.7206	173.7576	0.1374	0.0824	201.7383
Enclosed Parking Structure	0 / 0	0.0000	0.0000	0.0000	0.0000
Hotel	6.34169 / 0.704632	8.5835	8.2100e-003	4.9800e-003	10.2725
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000

Strip Mall	1.11109 / 0.680989	1.8402	1.4800e- 003	8.8000e- 004	2.1384
Total		184.1813	0.1471	0.0882	214.1491

Mitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Mid Rise	83.3972 / 65.7206	146.9356	0.1105	0.0660	169.3726
Enclosed Parking Structure	0 / 0	0.0000	0.0000	0.0000	0.0000
Hotel	5.07335 / 0.704632	6.9518	6.5700e- 003	3.9800e- 003	8.3036
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
Strip Mall	0.88887 / 0.680989	1.5543	1.1800e- 003	7.0000e- 004	1.7934
Total		155.4418	0.1183	0.0707	179.4696

8.0 Waste Detail

8.1 Mitigation Measures Waste

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	180.3839	10.6604	0.0000	446.8934
Unmitigated	180.3839	10.6604	0.0000	446.8934

8.2 Waste by Land Use

Unmitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	Tons	MT/yr			
Apartments Mid Rise	736	149.4014	8.8294	0.0000	370.1355
Enclosed Parking Structure	0	0.0000	0.0000	0.0000	0.0000
Hotel	136.88	27.7854	1.6421	0.0000	68.8372
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Strip Mall	15.75	3.1971	0.1889	0.0000	7.9207
Total		180.3839	10.6604	0.0000	446.8934

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Mid Rise	736	149.4014	8.8294	0.0000	370.1355
Enclosed Parking Structure	0	0.0000	0.0000	0.0000	0.0000
Hotel	136.88	27.7854	1.6421	0.0000	68.8372
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Strip Mall	15.75	3.1971	0.1889	0.0000	7.9207
Total		180.3839	10.6604	0.0000	446.8934

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
Emergency Generator	1	0	50	135	0.73	Diesel

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
----------------	--------	----------------	-----------------	---------------	-----------

User Defined Equipment

Equipment Type	Number
----------------	--------

10.1 Stationary Sources

Unmitigated/Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Equipment Type	tons/yr										MT/yr					
Emergency Generator - Diesel (135 HP, 75% load)	5.5400e- 003	0.0155	0.0201	3.0000e- 005		8.1000e- 004	8.1000e- 004		8.1000e- 004	8.1000e- 004	0.0000	2.5704	2.5704	3.6000e- 004	0.0000	2.5794
Total	5.5400e- 003	0.0155	0.0201	3.0000e- 005		8.1000e- 004	8.1000e- 004		8.1000e- 004	8.1000e- 004	0.0000	2.5704	2.5704	3.6000e- 004	0.0000	2.5794

11.0 Vegetation

Appendix F: Final Project Noise Memo

ILLINGWORTH & RODKIN, INC.
Acoustics • Air Quality

429 East Cotati Avenue
Cotati, California 94931

Tel: 707-794-0400
www.illingworthrodkin.com

Fax: 707-794-0405
illro@illingworthrodkin.com

MEMO

Date: June 12, 2019

To: Kristy Weis
Senior Project Manager
David J. Powers & Associates, Inc.
1871 The Alameda, Suite 200
San José, CA 95126

From: Casey Divine &
Michael S. Thill
Illingworth & Rodkin, Inc.
429 East Cotati Avenue
Cotati, CA 94931

SUBJECT: Gateway Crossings Noise and Vibration Assessment Update Job#16-075

Illingworth & Rodkin, Inc. prepared the noise and vibration assessment for the Gateway Crossings project,¹ which addressed the noise and vibration impacts caused by the construction and operation of the proposed residential, commercial, and hotel land uses on a 24-acre site in Santa Clara, California. The project land use densities and site plan have since been revised and is referred to as the final project. This memo addresses any changes to the noise and vibration impacts identified in the original report due to the final project.

Project Description

The final project proposes to develop 1,565 residential units in four, six to 14-story, podium mixed-use buildings with 45,000 square feet (SF) of commercial land use. The project also proposes to develop a 225 room, eight-story podium hotel building. The proposed residential and hotel buildings would be situated around a publicly accessible, approximately two-acre neighborhood park. A linear park has been added between Buildings 3 and 4 with additional commercial uses along the Buildings facing the linear park. There would be an additional small commercial building along the northwestern side of the neighborhood park near Brokaw Road between Buildings 1 and 4. The locations and footprints of the revised four residential buildings are similar to the original project. The footprint of Building 3 would be similar but slightly reduced with increased building height to allow for the linear park. The outdoor use areas on the third levels of Buildings 3 and 4

¹ Illingworth & Rodkin, Inc., *Gateway Crossings Project Noise and Vibration Assessment*. 22 January 2018.

have changed shape. In addition, there are rooftop amenity decks on the seventh level of Building 3 and 13th level of Building 4 facing the linear park. The revised hotel building would change shape and height, but the edges of the building would not be closer to or further from the adjacent roadway or project boundaries. The revised hotel project would include up to a 100-kW diesel emergency backup generator as analyzed in the original report, but the location of the generator would change to the ground floor outside of the hotel building northeast of the back of house/service area.

Traffic Noise Increases

The updated traffic report² indicates that the final project would result in 236 more daily project vehicle trips than the original project. This 2 percent increase in project vehicle trips would not be substantial or change the traffic noise levels estimated for the surrounding high-volume roadways, as reported in the original noise assessment. Therefore, the permanent noise level increase due to project-generated traffic would continue to be less-than-significant.

Noise and Land Use Compatibility

Future Exterior Noise Environment

As established in Table 5.10-2 of the City's General Plan, exterior noise environments at common outdoor use areas located within residential developments should be maintained at or below 55 dBA CNEL to be considered by the City of Santa Clara to be "normally acceptable." Outdoor use areas located at commercial and recreational land uses should be maintained at or below 65 dBA CNEL to be considered "normally acceptable." The City's exterior noise standards are typically calculated at the center of each outdoor use area.

The noise sources affecting the project site, such as the vehicle traffic on nearby roadways (as discussed above), aircraft, and rail line, would be the same as described in the original report. The outdoor use areas on the third levels of Buildings 3 and 4 have changed shape. Most of the outdoor use areas in Buildings 3 and 4 are still completely surrounded and shielded by the proposed buildings themselves would continue to have exterior noise levels of at least 59 dBA CNEL due to aircraft noise, which as in the original report, would be above the threshold. An outdoor pool is now proposed in the southeast corner of Building 4. The pool area would be partially shielded by the proposed building itself from traffic noise along the roadways and BART/train noise from the tracks south of the site. However, the proposed buildings would not provide any acoustic shielding from aircraft noise. The outdoor pool in Building 4 would have exterior noise levels of at least 60 dBA CNEL due to train and aircraft noise, which would be above the City's 55 dBA CNEL threshold. The recommended features for future exterior noise levels in the original report would again apply to the revised Buildings 3 and 4 outdoor use areas.

There are rooftop amenity decks on the seventh level of Building 3 and 13th level of Building 4 facing the linear park. These outdoor decks would be partially shielded by the proposed buildings

² Hexagon Transportation Consultants, Inc., "Traffic Impact Analysis Consistency Review for the Gateway Crossings Mixed-Use Development Project Description Adjustment", June 2019.

themselves from traffic noise along the roadways and BART/train noise from the tracks south of the site. However, the proposed buildings would not provide any acoustic shielding from aircraft noise. The rooftop decks in Buildings 3 and 4 would have exterior noise levels of at least 59 dBA CNEL due to aircraft noise, which would be above the City's 55 dBA CNEL threshold. The recommended features for future exterior noise levels in the original report would again apply to the rooftop amenity decks.

A linear park has been added between Buildings 3 and 4. The southern edge of the linear park would be approximately 375 feet center of the train tracks. At this distance, exterior noise levels from the train and aircraft noise at the edge of the linear park would be 65 dBA CNEL. The center of the linear park would be approximately 580 feet from the center of the train tracks and partially shielded by the proposed buildings. At this distance and with partial shielding, exterior noise levels from the train and aircraft noise at the center of the linear park would be 60 dBA CNEL. Although the portion of the linear park nearest to the train tracks would have exterior noise levels at the City's 65 dBA CNEL threshold for recreational use areas, the majority of the neighborhood park would have exterior noise levels below the City's 65 dBA CNEL goal.

The revised hotel would have outdoor common use areas on the 2nd and 8th floors of the building. The 2nd floor pool area would be set back approximately 225 feet, respectively, from the centerline of Coleman Avenue and would be partially shielded from traffic noise along Coleman Avenue by the proposed hotel building itself. The 8th floor outdoor terrace would be set back approximately 100 feet from the centerline of Coleman Avenue. The setbacks from the nearest roadways, the shielding from the proposed building itself, the height of the 2nd and 8th floor outdoor use areas relative to the adjacent roadways, and the shielding from solid parapet barriers that are assumed to be along the edges of all the outdoor use areas would reduce traffic noise levels to 60 dBA CNEL or below at all outdoor use areas at the hotel. The hotel's outdoor use areas would also be exposed to aircraft noise levels, which would result in a total noise exposure of 64 dBA CNEL or lower at all outdoor use areas. The noise environment at the hotel's 2nd and 8th floor outdoor common use areas would not exceed the City's 65 dBA CNEL threshold for commercial land uses.

Future Interior Noise Environment

The City of Santa Clara requires that interior noise levels be maintained at 45 dBA CNEL or less within residences. The State Building Code requires that interior noise levels within the proposed hotel be maintained at 45 dBA CNEL. In addition, the Cal Green Code requires interior noise levels at commercial uses to be maintained at 50 dBA $L_{eq}(1-hr)$ or less during hours of operation. Future exterior noise levels at the buildings' facades were calculated and are shown in Figure 3.

The locations and footprints of the residential buildings are similar to the original project, and interior noise levels would be the same as reported in the original assessment. The revised hotel building would change shape and height, but the edges of the building would not be closer to or further from the adjacent roadway or project boundaries. Therefore, the interior noise levels in the revised hotel would be the same as stated in the original report.

The commercial uses on the ground floors of Buildings 1 and 4 facing the neighborhood park would continue to have the same interior noise levels as report in the original assessment. There would be an additional commercial building along the northwestern side of the park near Brokaw Road between Buildings 1 and 4. The exterior noise exposure levels at this small commercial use would range from 52 to 64 dBA L_{eq} . There would be new commercial uses along the ground floors of Buildings 3 and 4 facing the linear park. The exterior noise exposure levels at these commercial uses would range from 54 to 66 dBA L_{eq} . Standard commercial construction provides at least 30 dBA of outdoor to indoor noise reduction assuming that the building includes adequate forced-air mechanical ventilation systems so that the windows and doors may remain closed to control noise. Assuming standard commercial construction methods with the windows and doors closed, interior noise levels are calculated to range from 22 to 34 dBA $L_{eq(1-hr)}$ during daytime hours at the small commercial building near the neighborhood park and 24 to 36 dBA $L_{eq(1-hr)}$ during daytime hours at the commercial uses near the linear park, which would be below the Cal Green Code standard of 50 dBA $L_{eq(1-hr)}$.

Stationary Equipment Noise

Section 9.10.40 of the City's Municipal Code limits noise levels at residences to 55 dBA during daytime hours (7:00 a.m. to 10:00 p.m.) and 50 dBA at night (10:00 p.m. to 7:00 a.m.), noise levels at commercial uses to 65 dBA during daytime hours and 60 dBA during nighttime hours, and noise levels at light industrial uses to 70 dBA at any time. However, these noise limits are not applicable to construction activities that occur within the allowable hours of 7:00 a.m. to 6:00 p.m. on weekdays and 9:00 a.m. to 6:00 p.m. on Saturdays.

The revised hotel project would include up to a 100-kW diesel emergency backup generator as analyzed in the original report, but the located of the generator would change to the ground floor outside of the hotel building northeast of the back of house/service area. This type of generator would produce a noise level of approximately 72 dBA L_{eq} at 23 feet. This would produce noise levels of approximately 53 dBA L_{eq} at the commercial buildings to the northeast across Coleman Avenue and approximately 40 dBA L_{eq} at the commercial buildings to the west across Brokaw Road. Both noise levels would be below the 65 dBA daytime noise limit and 60 dBA nighttime noise limit for commercial uses established in the City Code. The approved Coleman Highline project's property line would be located approximately 50 feet to the east of the generator location. At this distance, the generator would produce noise levels of approximately 65 dBA L_{eq} at the shared property line, which would be at the City's noise level threshold for commercial land uses during daytime hours but would exceed the nighttime hours noise level threshold.

Once the project site is operational, the hotel building's 100-kW diesel emergency backup generator could affect the on-site adjacent residential buildings. The testing of this generator, which is assumed to be during the daytime, would be subject to the City's daytime noise level limit. At a distance of 150 feet from the nearest adjacent residential building, the generator noise is calculated to be 56 dBA L_{eq} . This noise level would be above the City Code's 55 dBA daytime noise limit and 50 dBA nighttime noise limit for residential uses.

As a standard condition of approval, and as previously required in the prior noise assessment, mechanical equipment shall be selected and designed to reduce impacts on-site uses to meet the City's noise level requirements. A qualified acoustical consultant shall be retained to review mechanical noise as these systems are selected to determine specific noise reduction measures necessary to reduce noise to comply with the City's noise level requirements. Noise reduction measures could include, but are not limited to, selection of equipment that emits low noise levels, installation of muffles or sound attenuators, and/or installation of noise barriers such as enclosures and parapet walls to block the line-of-sight between the noise source and the nearest receptors. Alternate measures may include locating equipment further away from noise-sensitive receptors or in less noise-sensitive areas, where feasible.

Mitigation Measure 1: No further mitigation required.

Appendix G: Final Project Traffic Impact Analysis Consistency Review



HEXAGON TRANSPORTATION CONSULTANTS, INC.

Memorandum

Date: June 5, 2019
To: Kristy Weis, David J. Powers & Associates, Inc.
From: Gary Black, AICP
Huy Tran, T.E.
Subject: Traffic Impact Analysis Consistency Review for the Gateway Crossings
Mixed-Use Development Project Description Adjustment

This memo presents a supplemental evaluation of consistency with the completed traffic impact analysis (TIA) for the proposed Gateway Crossings mixed-use development project description adjustment. A TIA report dated March 13, 2018 was completed for the original project description consisting of 1,600 residential units, 250 hotel rooms, and 15,000 square feet (s.f.) of retail space. The new project description proposes 1,565 residential units, 225 hotel rooms, and 45,000 s.f. of retail space. The supplemental evaluation consists of a comparison of trip generation for the new project description to that of the original project description for which the TIA was completed.

The project trips generated by the new project description were estimated using the same trip generation rates and assumptions as in the TIA for consistency and comparison purposes.

The trip generation comparison indicates that the proposed change in project description would result in a small change in estimated trips to be generated by the proposed project (see Table 1). The adjustment of project description would result in a change of 236 more daily trips, 14 fewer trips during the AM peak-hour, and 7 more trips during the PM peak-hour. The trip generation change is negligible, and no additional traffic analysis is necessary.

Table 1
Trip Generation Comparison

Land Use	ITE Land Use	Size	Daily		Pk-Hr Rate	AM Peak Hour			Pk-Hr Rate	PM Peak Hour								
			Rate	Trip		Split In	Split Out	Trip In		Trip Out	Total	Split In	Split Out	Trip In	Trip Out	Total		
Project Description from TIA dated 03-13-2018																		
Proposed Land Use																		
Residential	220 - Apartment	1,600 dwelling units	6.65	10,640	0.51	20%	80%	163	653	816	0.62	65%	35%	645	347	992		
15% housing and retail mixed-use reduction ¹				-96					-1	-1	-2					-4	-4	-8
9% housing near Caltrain station ⁴				-949					-15	-59	-74					-58	-31	-89
Hotel	310 - Hotel	250 rooms	8.17	2,043	0.53	59%	41%	78	55	133	0.60	51%	49%	77	73	150		
10% hotel and retail mixed-use reduction ²				-64					-1	-1	-2					-3	-3	-6
Retail	820 - Shopping Center	15,000 square feet	42.70	641	0.96	62%	38%	9	5	14	3.71	48%	52%	27	29	56		
15% housing and retail mixed-use reduction ¹				-96					-1	-1	-2					-4	-4	-8
10% hotel and retail mixed-use reduction ²				-64					-1	-1	-2					-3	-3	-6
25% pass-by reduction ³				-11					0	0	0					-5	-6	-11
Project Trips After Reductions				12,044					231	650	881					672	398	1,070
Former Land Use																		
R&D	760 - Research & Development	272,840 square feet	8.11	2,213	1.22	83%	17%	276	57	333	1.07	15%	85%	44	248	292		
Net Project Trips (Proposed - Former Land Uses)				9,831					-45	593	548					628	150	778
New Project Description as of 06-03-2019																		
Proposed Land Use																		
Residential	220 - Apartment	1,565 dwelling units	6.65	10,407	0.51	20%	80%	160	638	798	0.62	65%	35%	631	339	970		
15% housing and retail mixed-use reduction ¹				-288					-2	-4	-6					-13	-12	-25
9% housing near Caltrain station ⁴				-911					-14	-57	-71					-56	-29	-85
Hotel	310 - Hotel	225 rooms	8.17	1,838	0.53	59%	41%	70	49	119	0.60	51%	49%	69	66	135		
10% hotel and retail mixed-use reduction ²				-184					-2	-3	-5					-7	-7	-14
Retail	820 - Shopping Center	45,000 square feet	42.70	1,922	0.96	62%	38%	27	16	43	3.71	48%	52%	80	87	167		
15% housing and retail mixed-use reduction ¹				-288					-4	-2	-6					-12	-13	-25
10% hotel and retail mixed-use reduction ²				-184					-3	-2	-5					-7	-7	-14
25% pass-by reduction ³				-32					0	0	0					-15	-17	-32
Project Trips After Reductions				12,280					232	635	867					670	407	1,077
Former Land Use																		
R&D	760 - Research & Development	272,840 square feet	8.11	2,213	1.22	83%	17%	276	57	333	1.07	15%	85%	44	248	292		
Net Project Trips (Proposed - Former Land Uses)				10,067					-44	578	534					626	159	785
Difference in Net Project Trips (New Project Description - TIA Project Description)				236					1	-15	-14					-2	9	7
Notes:																		
Source: ITE Trip Generation, 9th Edition, 2012.																		
¹ As prescribed by the VTA Transportation Impact Analysis Guidelines (October 2014), the maximum trip reduction for a mixed-use development project with housing and retail components is equal to 15% off the smaller trip generator (retail component generates less trips than the housing component).																		
² As prescribed by the VTA Transportation Impact Analysis Guidelines (October 2014), the maximum trip reduction for a mixed-use development project with hotel and retail components is equal to 10% off the smaller trip generator (retail component generates less trips than the hotel component).																		
³ A 25% PM pass-by reduction is typically applied for retail development within Santa Clara County.																		
⁴ As prescribed by the VTA Transportation Impact Analysis Guidelines (October 2014), the maximum trip reduction for housing located within 2,000-foot walk of a Caltrain station is 9%. (The project will have access to the Santa Clara Transit Center from Brokaw Road via the pedestrian undercrossing currently under construction).																		

CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS FOR THE GATEWAY CROSSINGS PROJECT

I. INTRODUCTION

The City of Santa Clara (City), as the Lead Agency under California Environmental Quality Act (CEQA), Public Resources Code Section 21000 *et seq.*, has prepared the Final Environmental Impact Report for the Gateway Crossings Project (State Clearinghouse No. 2017022066) (Final EIR or EIR”). The Final EIR is a project EIR pursuant to Section 15161 of the State Guidelines for implementation of the CEQA (CEQA Guidelines).¹ The Final EIR consists of the April 2018 Draft Environmental Impact Report (Draft EIR), September 2018 Final Environmental Impact Report, and supplemental text revisions memos (September 26, 2018, October 30, 2018, May 14, 2019, and June 2019). The EIR addresses the environmental effects associated with implementation of the project. The EIR is intended to serve as an informational document for public agency decision-makers and the general public regarding the objectives and components of the project. The EIR addresses the potential significant adverse environmental impacts associated with the project and identified feasible mitigation measures and alternatives that may be adopted to reduce or eliminate those impacts.

In determining to approve the Gateway Crossings project, which is described in more detail in Section II, the City Council certifies that the EIR reflects the City's own independent judgment and analysis under Public Resources Code Section 21082.1(a)-(c) and CEQA Guidelines Section 15090(a)(3). The City Council further makes and adopts the following findings of fact and statement of overriding considerations, and adopts and incorporates into the project the mitigation measures identified in the EIR, all based on substantial evidence in the whole record of this proceeding (“administrative record”). Pursuant to CEQA Guidelines Section 15090(a), the EIR was presented to the City Council of the City of Santa Clara, and the City Council reviewed and considered the information contained in the EIR prior to making the findings provided in Sections IV to XII, below. The conclusions presented in these findings are based upon the EIR and other evidence in the administrative record. The documents that constitute the administrative record on which the City Council's findings are based are located at the Planning Division office at City Hall, 1500 Warburton Avenue, Santa Clara, California. This information is presented in compliance with CEQA Guidelines Section 15091(e).

II. PROJECT DESCRIPTION

Project Location

The approximately 24-acre project site (Assessor’s Parcel Numbers 230-46-069 and 230-46-070) is located at the southwest corner of Coleman Avenue and Brokaw Road in the City of Santa Clara. The project site consists of several addresses: 1205 Coleman Avenue, 328 Brokaw Road, and 340 Brokaw Road. Most of the site (approximately 23 acres) is located in the City of Santa Clara. The southeastern tip (approximately one acre) is located in the City of San José.

¹ The State CEQA Guidelines are found in California Code of Regulations, Title 14, Section 15000 *et seq.*

The majority of the project site located in the City is part of a larger 244-acre area designated as the *Santa Clara Station Focus Area* in the City's General Plan. The Santa Clara Station Focus Area includes land on both the west and east side of the Union Pacific Railroad (UPRR)/Caltrain/Amtrak/Capitol Corridor/Altamont Corridor Express (ACE) tracks and is generally bounded by De La Cruz Boulevard, Reed Street, and Martin Avenue to the north and northeast, and Franklin Street and El Camino Real to the south and southwest. At the center of this area is the existing Santa Clara Transit Station, which is served by Caltrain, Capitol Corridor, Amtrak, ACE, and Valley Transportation Authority (VTA) bus service. The Transit Station will ultimately include the Bay Area Rapid Transit (BART) terminus of the planned Fremont, San José, and Santa Clara extension (also known as BART Silicon Valley Phase II Extension).

Currently within the Santa Clara Station Focus Area, the project site is designated as *Santa Clara Station Very High Density Residential* (51-100 dwelling units per acre [du/ac]), *Santa Clara Station High Density Residential* (37-50 du/ac), and *Santa Clara Station Regional Commercial* (up to 3.0 floor area ratio [FAR], with an emphasis on office and hotel uses). The project site is zoned *Light Industrial* (ML). The approximately one-acre portion of the site that is located in the City of San José has a San José General Plan designation of *Combined Industrial/Commercial* (CIC) and is part of a larger 92.5-acre area that is zoned *Planned Development* (PD).

Project Overview

The project requires a General Plan Amendment (GPA) to change the land use designation on the site to *Very High Density Residential* to allow residential development at 51 to 120 du/ac in conjunction with a minimum commercial FAR of 0.20; an amendment to the General Plan Land Use Map for the Santa Clara Station Focus Area to reflect the General Plan change; and an amendment to Appendix 8.13 to the General Plan (the Climate Action Plan) to establish a 20 percent reduction in Vehicle Miles Traveled (VMT), half of which (a 10 percent reduction) would be achieved with a Transportation Demand Management (TDM) program. In addition, the project requires a Zoning Code text amendment to add a new zoning designation of *Very High Density Mixed Use* to facilitate the development of the land uses and building types contemplated for the project site; and a rezoning of the project site to the new zoning designation. The project also includes Architectural Review, Vesting Tentative Subdivision Map, and Development Agreement. Submittal of a Site Development Permit will be required for the proposed landscape improvements on the approximately one-acre portion of the site located in the City of San José. Encroachment permits may be required from the City of San José and the California Department of Transportation for transportation improvements.

The project would develop up to 1,565 dwelling units and up to 197,000 square feet of commercial uses. The proposed maximum building height on the site is 206 feet means sea level (MSL) and subject to the Federal Aviation Administration (FAA) Regulations Part 77 height restrictions. The project would have a minimum setback of 25 feet from Coleman Avenue and Brokaw Road. The project components are described in more detail below.

Residential Development

The residential dwelling units would consist of studio, one bedroom, one bedroom plus den, two bedrooms, and two bedrooms plus den units. The units would range in size from approximately 600 to 1,355 square feet.

The proposed residential units would be located in four, six to 13-story podium buildings located around the perimeter of the site. The residential buildings would total approximately 2.0 million square feet. Residential units would include private balconies. Buildings 1 and 2 would consist of one level of semi-subterranean parking, two levels of above ground parking with units lining the exterior of the parking and capped by a podium structure, and four to seven levels of units above the podium. Buildings 3 and 4 would consist of one level of semi-subterranean parking, two levels of above ground parking with units lining the exterior of the parking and capped by a podium structure. The podium structure on Buildings 3 and 4 would have five to seven and eleven levels of units above the podium. From the street level, Buildings 3 and 4 would appear as eight to thirteen stories tall plus varied amounts of exposed semi-subterranean garage. Up to 1,565 dwelling units would be constructed, resulting in a density of 73.13 du/ac.

All the residential buildings would include landscaping, common courtyards, and recreational areas on top of the podium structures. Parking for the residential units would be provided in the structured parking integrated into each residential building and along internal streets.

Commercial Development

Up to 197,000 square feet of commercial uses would be constructed on-site and primarily consist of a hotel and other ancillary commercial spaces throughout the site. The hotel would be located at the southeast corner of the site in a seven-story building above a podium with one level of above ground parking and at grade parking (a total of 8 stories above grade). The hotel would include up to 225 rooms, and up to 16,400 square foot amenity space, including a restaurant and rooftop amenity, and up to 8,000 square feet of conference/meeting space for a total gross floor area of up to 152,000 square feet. The hotel would also include a 100 kilowatt (kW) diesel emergency back-up generator with an approximately 220-gallon diesel tank.

Up to 45,000 square feet of ancillary commercial space would be located throughout the project site on the ground floor of the residential buildings. Parking for the ancillary commercial uses would be provided along internal streets and in the residential parking structures. The development of 197,000 square feet of commercial uses on-site would result in a FAR of 0.21.

Neighborhood and Linear Park/Common Amenity Space and Landscaping

The proposed residential and hotel buildings would be situated around a publically accessible, approximately two-acre neighborhood park. The neighborhood park could include amenities such as a natural grass play field, fitness stations, picnic areas, and a children's playground. Additionally, the development proposes a 0.53-acre linear park between Buildings 3 and 4 with retail uses lining the hardscape. This linear park could include gardens, seating areas, and a bocce ball court.

A total of approximately two acres of active and passive recreation areas would be provided in the residential buildings on top of the podium structures. The common outdoor amenity space area for

each residential building could include seating areas, a fireplace, picnic areas, a pool and spa, and fitness and game areas. Common indoor amenity areas could include a fitness center, a recreation clubhouse, and restroom facilities.

The proposed hotel would include a total of approximately 3,000 square feet of outdoor amenity space on the 2nd and approximately 1,000 square feet rooftop deck on the 8th floor. The amenity space on the 2nd could include landscaping, a pool and spa, seating and lounge areas, and a fireplace. The hotel rooftop deck could include landscaping, bar area, and seating areas.

The project includes new landscaping including trees, ornamental plants, and shrubs. Benches, paseos, and other hardscape elements would be integrated into the landscaping. The new landscaping would primarily be located around the perimeter of the site, perimeter of the buildings, and within the proposed neighborhood park and podium open space areas.

Green Building Measures and Vehicle Miles Traveled Reduction Plan

The project proposes to achieve a minimum of 80 points (or silver certification) on the GreenPoint Rated New Home Multi-family certification system by incorporating green building measures. Project green building measures could include permeable pavement, filtration and/or bio-retention features, water-efficient landscaping, minimal turf, shade trees, recycled water irrigation system, community gardens, outdoor electrical outlets for gardening equipment, Electric Vehicle (EV) fixtures and wiring for additional EV stalls in all parking garages, water-efficient fixtures, and energy-efficient lighting and appliances.

As part of the project, a Vehicle Miles Traveled (VMT) Reduction Plan shall be developed and implemented. The VMT Reduction Plan shall achieve a 20 percent reduction in project VMT, half of which (a 10 percent reduction) shall be achieved with TDM measures. The VMT reductions may be achieved through project design characteristics, land use, parking, access, and TDM best practices (e.g., on-site bicycle parking and Eco Passes for residents).

Site Access and Parking

Vehicle access to the project site would be provided via two driveways on Coleman Avenue and three driveways with residential garage access from Brokaw Road. The main entrance of the project site is proposed midblock on Coleman Avenue and would allow for right-in and right-out access only. Internal private streets throughout the site would serve the uses on the site. Pedestrian access to the site would be provided via sidewalks on the site perimeter on Coleman Avenue, Brokaw Road, the planned Champions Way, and walkways throughout the site.

Vehicle parking for the residential uses would be provided in a structured parking garage that would be integrated into each residential building. Parallel parking spaces and loading areas are proposed along the internal private street adjacent to the neighborhood park and residential and commercial uses. Retail parking would be shared among the open parallel parking spaces on-site and provided in the residential parking structures. Vehicle parking for the hotel use would be provided in a structured parking garage that is integrated into the hotel building.

EV charging stations (a minimum of six percent of total parking spaces) would be provided for the proposed uses throughout the project site, including within the parking garages. The project proposes one Class I bicycle parking space per two residential units and one Class II bicycle parking space per 15 residential units. The bicycle parking spaces would be provided within the residential parking garages and near the proposed neighborhood park.

Public Right-of-Way Improvements

The City would require the project to widen Coleman Avenue along the project site frontage to provide for a third northbound through-lane for vehicular traffic, new bike lane, and relocation of the existing VTA bus duck-out. As part of the project, the crosswalk on Coleman Avenue at Brokaw Road would be restriped, and new bike lanes would also be included on Brokaw Road west of Coleman Avenue.

The project includes other public street improvements including replacement and widening of the existing sidewalks, installation of park strips, standard driveway construction and/or removals, and new curb and sidewalks as necessary along Coleman Avenue and Brokaw Road frontages.

Utility Connections and Improvements

The project would utilize existing utility connections to the site where feasible and construct new utility service laterals to existing utility service systems (potable water, recycled water, fire protection, sanitary sewer, storm drain, gas, and electric) in Coleman Avenue and Brokaw Road to serve the project. The project also proposes to underground the existing overhead electrical lines along the project site frontage on Brokaw Avenue.

Construction

Construction of the project is estimated to take approximately seven years to complete, possibly starting as early as late 2019 and concluding as early as mid-2026. Project construction would likely be completed in multiple phases. The project would excavate a total of approximately 90,000 cubic yards of soil. The project proposes a temporary traffic control plan with a flagger during construction and all construction workers would park on-site in designated staging areas.

Project Objectives

The City's objectives for the project are as follows:

1. Create a mixed-use neighborhood of high density residential development combined with commercial services to support the residents, businesses and visitors within and around the plan area as well as the users of the abutting Santa Clara Caltrain/BART heavy rail transit node.
2. Promote long term sustainability with an array and arrangement of complementary uses by achieving LEED certification (or equivalent), minimizing VMT, capitalizing on efficient public infrastructure investment and providing convenient amenities for residents and users of the plan area.

3. Maximize housing unit yield on a site with minimal impact on existing neighborhoods that will address the jobs/housing balance, create a critical mass of housing to justify commercial services, particularly retail services, and provide a variety of housing unit types.
4. Provide a suitable affordable housing component that addresses the City's lower income housing needs in close proximity to transit services and commercial services and jobs.
5. Provide a significant hotel component and retail services that support the business travel market, enhance the tax base and contribute other revenues to support City services that serve the development.

The applicant's objectives for the project are as follows:

1. Develop the 24-acre project site at the southwest corner of Coleman Avenue and Brokaw Road in Santa Clara into an economically viable mixed-use project consisting of commercial spaces and a vibrant residential community, providing a range of product types that will support the diversity of Santa Clara and is designed to be inviting to all.
2. Provide the on-site residential community and public access to a pedestrian friendly site with a variety of on-site recreational amenities including a neighborhood park, BBQ area, children's playground, and various lounge areas.
3. Develop an on-site commercial component of approximately 197,000 square feet, consisting of a hotel and ancillary commercial uses, that will provide services to both the residential community and public at large and will generate tax revenues for the City.
4. Create a transit-oriented development that supports alternative modes of transportation with a direct connection to the Santa Clara Transit Station.
5. Comply with and advance the General Plan goals and policies for the Santa Clara Station Focus Area (General Plan Section 5.4.3).

The EIR identifies conditions of approval, in addition to identifying mitigation measures to be adopted. Conditions of approval are not mitigation measures. They are required of the project by the City, but do not necessarily reduce an environmental impact.

III. ENVIRONMENTAL REVIEW PROCESS

In accordance with Section 15082 of the CEQA Guidelines, the City prepared a Notice of Preparation ("NOP") of an EIR for the Gateway Crossings project. The NOP was sent to state and local responsible and trustee agencies and federal agencies on February 21, 2017. The 30-day comment period concluded on March 23, 2017. The NOP provided a description of the project and identified probable environmental effects that could result from implementation of the project. The City also held a public scoping meeting on March 16, 2017, during the NOP comment period to discuss the project and solicit public input as to the scope and content of the EIR. The meeting was held at the City Hall City Council Chambers at 1500 Warburton Avenue, Santa Clara.

The City prepared the Draft EIR for the Gateway Crossings project in compliance with the CEQA and the CEQA Guidelines. The Draft EIR was circulated for public review and comment for 45 days from April 9, 2018 through May 25, 2018. During this period, the Draft EIR was available to the public and local, state, and federal agencies for review and comment. Notice of the availability and completion of the Draft EIR was sent directly to every agency, person, and organization that

commented on the NOP, as well as to the Office of Planning and Research. Written comments from public agencies, organizations, and individuals concerning the environmental review contained in the Draft EIR were sent to the City during the 45-day public review period on the Draft EIR.

Following the conclusion of the 45-day public review period on the Draft EIR, the City prepared a Final EIR in conformance with CEQA Guidelines Section 15132. The Final EIR includes responses to comments received by the City on the Draft EIR and any necessary text revisions to the Draft EIR. These revisions do not require recirculation of the EIR because none of the revisions constitute “significant new information” pursuant to CEQA Guidelines Section 15088.5 in as much as these changes would not result in a new environmental impact and would not cause a substantial increase in the severity of an environmental impact; and the project sponsor would adopt the mitigation measures. Responses to public agency comments on the EIR were sent to the commenting agencies on September 12, 2018.

On November 14, 2018, at a duly noticed public hearing, the Planning Commission recommended that the City Council certify the Final EIR.

IV. FINDINGS

These findings summarize the environmental determinations of the EIR about project impacts before and after mitigation, and do not attempt to repeat the full analysis of each environmental impact contained in the EIR. Instead, these findings provide a summary description of and basis for each impact in the EIR, describe the applicable mitigation measures identified in the EIR, and state the City’s findings and rationale therefore on the significance of each impact with the adopted mitigation measures. A full explanation of these environmental findings and conclusions can be found in the EIR, and these findings hereby incorporate by reference the discussion and analysis in the EIR supporting the EIR’s determinations regarding mitigation measures and the project’s impacts.

In adopting the mitigation measures outlined below, the City intends to adopt each of the mitigation measures identified in the Final EIR. Accordingly, in the event a mitigation measure identified in the Final EIR has been inadvertently omitted from these findings, such mitigation measure is hereby referred to, adopted, and incorporated in the findings below by reference. In addition, in the event the language of a mitigation measure set forth below fails to accurately reflect the mitigation measure in the Final EIR due to a clerical error, the language of the mitigation measure as set forth in the Final EIR shall control unless the language of the mitigation measure has been specifically and expressly modified by these findings.

Sections V through IX, below, provide brief descriptions of the impacts the Final EIR identifies as either significant and unavoidable or less than significant with adopted mitigation. These descriptions also reproduce the full text of the mitigation measures identified in the Final EIR for each significant impact.

V. SIGNIFICANT AND UNAVOIDABLE DIRECT IMPACTS

The City Council, having reviewed and considered the information contained in the EIR, hereby finds that the Noise and Transportation environmental impacts described below are significant and

unavoidable and that there is no feasible mitigation for those impacts. "Feasible" is defined in CEQA Guidelines Section 15364 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." The City may reject a mitigation measure or alternative to the project because of specific economic, legal, social, technological or other considerations, including consideration for the provision of employment opportunities for highly trained workers. These findings are based on Section 3.0 of the Draft EIR and Section 5.0 of the Final EIR, the discussion and analysis of which are hereby incorporated in full by this reference.

Noise

Impact NOI-1: Exterior noise levels at the proposed neighborhood park and outdoor residential common amenity areas would exceed the City's exterior land use compatibility goal of 65 "A-weighted" decibels (dBA) community noise equivalent level (CNEL) for recreational uses and 55 dBA CNEL for residential uses.

Findings NOI-1: Changes or alterations, which have been incorporated into the project, will reduce the severity of the significant noise impact. Specifically, implementation of MM NOI-1.1, set forth below, which is hereby adopted and incorporated into the project, would notify potential residents and buyers of the noise environment at the site.

MM NOI-1.1: Potential residents and buyers shall be provided with a real estate disclosure statement and buyer deed notices which would offer comprehensive information about the noise environment of the project site.

This change, however, will not reduce all noise impacts to below a level of significance. Since airport operations are not under the jurisdiction of the City and since no other feasible mitigation measures exist to reduce aircraft noise levels at the proposed neighborhood park, at-grade outdoor amenity areas and common outdoor amenity areas in the residential buildings, the impact is concluded to be significant and unavoidable.

The City therefore finds that specific economic, legal, social, technological or other considerations, including consideration for the provision of employment opportunities for highly trained workers, make infeasible any other mitigation measure or any of the alternatives outlined in the EIR. As described in the concurrent Statement of Overriding Considerations (SOC), the City has determined that this impact is acceptable because of the project benefits identified in the SOC.

Transportation

Impact TRAN-1: The project would have a significant impact under existing plus project conditions at the following intersection: 6. De La Cruz Boulevard/Central Expressway (City of Santa Clara/CMP).

Findings TRAN-1: Changes or alterations, which have been incorporated into the project, will reduce the severity of the significant transportation impact. Specifically, implementation of MM TRAN-1.2, set forth below, which is hereby adopted and incorporated into the project, would reduce

the impact but not to a less than significant level. Therefore, the impact would remain significant and unavoidable.

MM TRAN-1.2: 6. De La Cruz Boulevard/Central Expressway (City of Santa Clara/CMP) – This intersection is located in the City of Santa Clara and under the jurisdiction of Santa Clara County. The Comprehensive County Expressway Planning Study identifies the conversion of the single HOV lane in each direction to mixed-flow lanes on Central Expressway as a Tier 1A project.² The approved City Place development also identifies adding a second southbound right-turn lane and a third northbound left-turn lane as a mitigation measure.³ The project shall make a fair-share contribution towards the HOV lane conversion and additional lane geometry improvements identified as mitigation for the City Place project.

With implementation of the improvements identified in MM TRAN-1.2, the intersection of De La Cruz Boulevard/Central Expressway would operate at an acceptable LOS E during the PM peak hour and the average delay would be better than existing conditions. The project shall implement MM TRAN-1.2, however, the impact is concluded to be significant and unavoidable because the improvement at this intersection is not under the jurisdiction of the City of Santa Clara and the City cannot guarantee the implementation of the improvement concurrent with the proposed project.

The City therefore finds that specific economic, legal, social, technological or other considerations, including consideration for the provision of employment opportunities for highly trained workers, make infeasible any other mitigation measure or any of the alternatives outlined in the EIR. As described in the concurrent SOC, the City has determined that this impact is acceptable because of the project benefits identified in the SOC.

Impact TRAN-2: The project would result in a significant impact to mixed-flow lanes on 21 directional freeway segments during at least one peak hour.

Findings TRAN-2: Changes or alterations, which have been incorporated into the project, will reduce the severity of the significant transportation impact. Specifically, implementation of MM TRAN-2.1, set forth below, which is hereby adopted and incorporated into the project, would reduce freeway impacts, but not to a less than significant level, because the express lane project is not fully funded, not under the jurisdiction of the City of Santa Clara, and the City cannot guarantee the implementation of the improvement concurrent with the proposed project. Therefore, the impact would remain significant and unavoidable.

MM TRAN-2.1: The project shall pay a fair-share contribution towards the VTA's Valley Transportation Plan (VTP) 2040 express lane program along US 101.

² Tier 1A improvements are the County's highest priority improvements in the Comprehensive County Expressway Planning Study and will be fully funded in the near-term.

³ The City Place project (including identified mitigation) is approved and will be implemented in the near-term.

The VTA's VTP 2040 identifies freeway express lane projects along US 101 between Cochrane Road and Whipple Avenue, and along all of SR 87. On all identified freeway segments, the existing high occupancy vehicle (HOV) lanes are proposed to be converted to express lanes. On US 101, a second express lane is proposed to be implemented in each direction for a total of two express lanes. Converting the existing HOV lane to an express lane and adding an express lane in each direction would increase the capacity of the freeway and would fully mitigate the project's freeway impacts.

The project shall pay a fair-share contribution towards the express lane program along US 101; however, the impact is concluded to be significant and unavoidable because the express lane project is not fully funded, not under the jurisdiction of the City of Santa Clara, and the City cannot guarantee the implementation of the improvement concurrent with the proposed project.

The City therefore finds that specific economic, legal, social, technological or other considerations, including consideration for the provision of employment opportunities for highly trained workers, make infeasible any other mitigation measure or any of the alternatives outlined in the EIR. As described in the concurrent SOC, the City has determined that this impact is acceptable because of the project benefits identified in the SOC.

Impact TRAN-3: The project would have a significant impact under background plus project conditions at the following intersections: 6. De La Cruz Boulevard/Central Expressway (City of Santa Clara/CMP); 7. Lafayette Street/Central Expressway (City of Santa Clara/CMP); 13. Coleman Avenue/I-880 (S) (City of San José/CMP); and 15. Coleman Avenue/Taylor Street (City of San José).

Findings TRAN-3: Changes or alterations, which have been incorporated into the project, will reduce the severity of the significant transportation impact. Specifically, implementation of MM TRAN--1.2, and -3.1 through -3.3, set forth below, which are hereby adopted and incorporated into the project, would reduce freeway impacts but not to a less than significant level, because the express lane project is not fully funded, not under the jurisdiction of the City of Santa Clara, and the City cannot guarantee the implementation of the improvement concurrent with the proposed project. Therefore, the impacts would remain significant and unavoidable.

MM TRAN-1.2: 6. De La Cruz Boulevard/Central Expressway (City of Santa Clara/CMP) – This intersection is located in the City of Santa Clara and under the jurisdiction of Santa Clara County. The Comprehensive County Expressway Planning Study identifies the conversion of the single HOV lane in each direction to mixed-flow lanes on Central Expressway as a Tier 1A project.⁴ The approved City Place development also identifies adding a second southbound right-turn lane and a third northbound left-turn lane as a mitigation measure.⁵ The project shall make a

⁴ Tier 1A improvements are the County's highest priority improvements in the Comprehensive County Expressway Planning Study and will be fully funded in the near-term.

⁵ The City Place project (including identified mitigation) is approved and will be implemented in the near-term.

fair-share contribution towards the HOV lane conversion and additional lane geometry improvements identified as mitigation for the City Place project.

With implementation of the improvements identified in MM TRAN-1.2, the intersection of De La Cruz Boulevard/Central Expressway would operate at an unacceptable LOS F during the PM peak hour, but the average delay would be better than background conditions. The project shall implement MM TRAN-1.2, however, the impact is concluded to be significant and unavoidable because the improvement at this intersection is not under the jurisdiction of the City of Santa Clara and the City cannot guarantee the implementation of the improvement concurrent with the proposed project.

MM TRAN-3.1: 7. Lafayette Street/Central Expressway (City of Santa Clara/CMP) – This intersection is located in the City of Santa Clara and under the jurisdiction of Santa Clara County. The Comprehensive County Expressway Planning Study identifies the conversion of the single HOV lane in each direction to mixed-flow lanes on Central Expressway as a Tier 1A project.⁶ The project shall make a fair-share contribution towards this improvement.

With the implementation of the improvement identified in MM TRAN-3.1, the intersection of Lafayette Street/Central Expressway would operate at an acceptable LOS E during the AM peak hour and an unacceptable LOS F during the PM peak hour, but the average delay during the PM peak hour would improve over background conditions. The project shall implement MM TRAN-3.1, however, the impact is concluded to be significant and unavoidable because the improvement at this intersection is not under the jurisdiction of the City of Santa Clara and the City cannot guarantee the implementation of the improvement concurrent with the proposed project.

MM TRAN-3.2: 13. Coleman Avenue/I-880 (S) (City of San José/CMP) – This intersection is located in the City of San José and under the jurisdiction of the City of San José. This improvement includes restriping one of the left-turn lanes to a shared left- and right-turn lane, effectively creating three right-turn lanes. Three receiving lanes currently exist on the north leg of Coleman Avenue.

With implementation of this improvement, the intersection of Coleman Avenue/I-880 (S) would operate at an acceptable LOS D during the AM peak hour. The project shall implement MM TRAN-3.2, however, the impact is concluded to be significant and unavoidable because the improvement at this intersection is not under the jurisdiction of the City of Santa Clara and the City cannot guarantee the implementation of the improvement concurrent with the proposed project.

MM TRAN-3.3: 15. Coleman Avenue/Taylor Street (City of San José) – This intersection is located in and under the jurisdiction of the City of San José. The widening of Coleman Avenue to six lanes has been identified as a Downtown Strategy 2000 improvement by the City of San José and is an approved project that will be implemented in the near-term. The project shall make a fair-share contribution towards this improvement.

⁶ The HOV conversion is under a trial program.

With implementation of the improvement identified in MM TRAN-3.3, the intersection of Coleman Avenue/Taylor Street would operate at an acceptable LOS D during both the AM and PM peak hours. The project shall implement MM TRAN-3.3, however, the impact is concluded to be significant and unavoidable because the improvement at this intersection is not under the jurisdiction of the City of Santa Clara and the City cannot guarantee the implementation of the improvement concurrent with the proposed project.

The City therefore finds that specific economic, legal, social, technological or other considerations, including consideration for the provision of employment opportunities for highly trained workers, make infeasible any other mitigation measure or any of the alternatives outlined in the EIR. As described in the concurrent SOC, the City has determined that this impact is acceptable because of the project benefits identified in the SOC.

VI. SIGNIFICANT AND UNAVOIDABLE CUMULATIVE IMPACTS

The City Council, having reviewed and considered the information contained in the EIR, hereby finds that the Transportation and Utilities and Service Systems environmental impacts described below are significant and unavoidable and that there is no feasible mitigation for those impacts. These findings are based on Section 3.0 of the Draft EIR and Section 5.0 of the Final EIR, the discussion and analysis of which are hereby incorporated in full by this reference.

Transportation

Impact C-TRAN-1: The project would have a cumulatively considerable contribution to significant cumulative impacts at the following intersections: 6. De La Cruz Boulevard/Central Expressway (City of Santa Clara/CMP); 7. Lafayette Street/Central Expressway (City of Santa Clara/CMP); 8. Scott Boulevard/Central Expressway (City of Santa Clara/CMP); 12. Coleman Avenue/I-880 (N) (City of San José/CMP); 13. Coleman Avenue/I-880 (S) (City of San José/CMP); and 15. Coleman Avenue/Taylor Street (City of San José).

Findings C-TRAN-1: Changes or alterations, which have been incorporated into the project, will reduce the severity of the significant transportation impacts. Specifically, implementation of MM TRAN-1.2, -3.1 through -3.3, MM C-TRAN-1.1, and MM C-TRAN-1.2, set forth below, which are hereby adopted and incorporated into the project, would reduce the project's cumulative contribution to cumulatively significant impacted intersections, but not to a less than significant level.

MM TRAN-1.2: 6. De La Cruz Boulevard/Central Expressway (City of Santa Clara/CMP) – This intersection is located in the City of Santa Clara and under the jurisdiction of Santa Clara County. The Comprehensive County Expressway Planning Study identifies the conversion of the single HOV lane in each direction to mixed-flow lanes on Central Expressway as a Tier 1A project. The approved City Place development also identifies adding a second southbound right-turn lane and a third northbound left-turn lane as a mitigation measure. The project shall make a fair-share contribution towards the HOV lane conversion and additional lane geometry improvements identified as mitigation for the City Place project.

With implementation of the improvements identified in MM TRAN-1.2, the intersection of De La Cruz Boulevard/Central Expressway in the cumulative plus project analysis would operate at an acceptable LOS D during the AM peak hour and an unacceptable LOS F during the PM peak hour, but the average delay during the PM peak hour would improve over background conditions. The project shall implement MM TRAN-1.2, however, the impact is concluded to be significant and unavoidable because the improvement at this intersection is not under the jurisdiction of the City of Santa Clara and the City cannot guarantee the implementation of the improvement concurrent with the proposed project.

MM TRAN-3.1: 7. Lafayette Street/Central Expressway (City of Santa Clara/CMP) – This intersection is located in the City of Santa Clara and under the jurisdiction of Santa Clara County. The Comprehensive County Expressway Planning Study identifies the conversion of the single HOV lane in each direction to mixed-flow lanes on Central Expressway as a Tier 1A project. The project shall make a fair-share contribution towards this improvement.

With the implementation of the improvement identified in MM TRAN-3.1, the intersection of Lafayette Street/Central Expressway in the cumulative plus project analysis would operate at an acceptable LOS E during the AM peak hour and an unacceptable LOS F during the PM peak hour, but the average delay during the PM peak hour would improve over background conditions. The project shall implement MM TRAN-3.1, however, the impact is concluded to be significant and unavoidable because the improvement at this intersection is not under the jurisdiction of the City of Santa Clara and the City cannot guarantee the implementation of the improvement concurrent with the proposed project.

MM TRAN-3.2: 13. Coleman Avenue/I-880 (S) (City of San José/CMP) – This intersection is located in the City of San José and under the jurisdiction of the City of San José. This improvement includes restriping one of the left-turn lanes to a shared left- and right-turn lane, effectively creating three right-turn lanes. Three receiving lanes currently exist on the north leg of Coleman Avenue.

With implementation of this improvement, the intersection of Coleman Avenue/I-880 (S) in the cumulative plus project analysis would operate at an acceptable LOS D during the AM peak hour and an acceptable LOS C during the PM peak hour. The project shall implement MM TRAN-3.2, however, the impact is concluded to be significant and unavoidable because the improvement at this intersection is not under the jurisdiction of the City of Santa Clara and the City cannot guarantee the implementation of the improvement concurrent with the proposed project.

MM TRAN-3.3: 15. Coleman Avenue/Taylor Street (City of San José) – This intersection is located in and under the jurisdiction of the City of San José. The widening of Coleman Avenue to six lanes has been identified as a Downtown Strategy 2000 improvement by the City of San José and is an approved project that will be implemented in the near-term. The project shall make a fair-share contribution towards this improvement.

With implementation of the improvement identified in MM TRAN-3.3, the intersection of Coleman Avenue/Taylor Street in the cumulative plus project analysis would operate at an acceptable LOS D during both the AM and PM peak hours. The project shall implement MM TRAN-3.3, however, the impact is concluded to be significant and unavoidable because the improvement at this intersection is not under the jurisdiction of the City of Santa Clara and the City cannot guarantee the implementation of the improvement concurrent with the proposed project.

The project shall implement MM TRAN-1.2 and -3.1 through -3.3 to reduce its cumulative contribution to the significant cumulative impacts at the following intersections: 6. De La Cruz Boulevard/Central Expressway (City of Santa Clara/CMP); 7. Lafayette Street/Central Expressway (City of Santa Clara/CMP); 13. Coleman Avenue/I-880 (S) (City of San José/CMP); and 15. Coleman Avenue/Taylor Street (City of San José) to cumulative conditions or better for CMP intersections and background conditions or better for City of San José intersections. However, the impacts are nevertheless concluded to be significant and unavoidable because the improvement at these intersections are not under the jurisdiction of the City of Santa Clara and the City cannot guarantee the implementation of the improvement concurrent with the proposed project.

MM C-TRAN-1.1: 8. Scott Boulevard/Central Expressway – This intersection is located in the City of Santa Clara and under the jurisdiction of the County of Santa Clara. The Comprehensive County Expressway Planning Study identifies the conversion of HOV to mixed-flow lanes on Central Expressway as a Tier 1A project. The project shall make a fair-share contribution to this improvement.

With implementation of this improvement, the intersection of Scott Boulevard/Central Expressway in the cumulative plus project analysis would operate at an unacceptable LOS F during the PM peak hour, but the average delay would be better than under cumulative conditions. The project shall implement MM C-TRAN-1.1, however, the impact is concluded to be significant and unavoidable because the improvement at this intersection is not under the jurisdiction of the City of Santa Clara and the City cannot guarantee the implementation of the improvement concurrent with the proposed project.

MM C-TRAN-1.2: 12. Coleman Avenue/I-880 (N) – This intersection is located in the City of San José and under the jurisdiction of the City of San José. This improvement would include restriping one of the left-turn lanes to a shared left- and right-turn lane, effectively creating two right-turn lanes. Three receiving lanes currently exist on the north leg of Coleman Avenue.

With implementation of this improvement, the intersection of Coleman Avenue/I-880 (N) in the cumulative plus project analysis would operate at better than background conditions during the AM peak hour (LOS C) and during the PM peak hour (LOS B). The project shall implement MM C-TRAN-1.2, however, the impact is concluded to be significant unavoidable because the improvement at this intersection is not under the jurisdiction of the City of Santa Clara and the City cannot guarantee the implementation of the improvement concurrent with the proposed project.

The City therefore finds that specific economic, legal, social, technological or other considerations, including consideration for the provision of employment opportunities for highly trained workers,

make infeasible any other mitigation measure or any of the alternatives outlined in the EIR. As described in the concurrent SOC, the City has determined that this impact is acceptable because of the project benefits identified in the SOC.

Utilities and Service Systems

Impact C-UTIL-1: Without a specific plan for disposing of solid waste beyond 2024, solid waste generated by development in the City post 2024 (including waste from the proposed project) would result in a significant unavoidable cumulative impact.

Findings C-UTIL-1: Buildout of the City and the proposed project would generate solid waste that would need to be disposed of appropriately. Consistent with the conclusion in the certified General Plan Final EIR and City Place Santa Clara Project Final EIR,⁷ without a specific plan for disposing of solid waste beyond 2024, the solid waste generated by development in the City post 2024 (including waste from the proposed project and other cumulative projects such as City Place Santa Clara) would result in a significant unavoidable impact. The City does not currently have a specific plan for disposing of solid waste generated by development in the City post 2024. No feasible mitigation measures have been identified to lessen the significance of this impact.

The City therefore finds that specific economic, legal, social, technological or other considerations, including consideration for the provision of employment opportunities for highly trained workers, make infeasible any other mitigation measure or any of the alternatives outlined in the EIR. As described in the concurrent SOC, the City has determined that this impact is acceptable because of the project benefits identified in the SOC.

VII. SIGNIFICANT ADVERSE IMPACTS IDENTIFIED IN THE FINAL EIR THAT ARE REDUCED TO A LESS THAN SIGNIFICANT LEVEL BY MITIGATION MEASURES ADOPTED AND INCORPORATED INTO THE PROJECT

The City Council, having reviewed and considered the information contained in the EIR, hereby finds, pursuant to Public Resources Code Section 21081(a)(1) and CEQA Guidelines Section 15091(a)(1), that the following potentially significant impacts will be reduced below a level of significance with implementation of the identified mitigation measures. These findings are based on Section 3.0 of the Draft EIR and Section 5.0 of the Final EIR, the discussion and analysis of which are hereby incorporated in full by this reference.

Air Quality

Impact AIR-1: The project would result in significant construction air pollutant emissions without the implementation of the Bay Area Air Quality Management District's (BAAQMD) standard construction best management practices (BMPs).

⁷ City of Santa Clara. *City Place Santa Clara Project Draft Environmental Impact Report*. SCH# 2014072078. Certified June 2016. Pages 3.14-38 and 3.14-39.

Findings AIR-1: Changes or alterations, which have been incorporated into the project, will reduce the severity of the significant air quality impact. Specifically, implementation of MM AIR-1.1 and MM AIR-1.2, set forth below, which are hereby adopted and incorporated into the project, would reduce construction emissions to a less than significant level by controlling dust and exhaust, limiting exposed soil surfaces, and reducing respirable particulate matter (PM₁₀) exhaust emissions from construction equipment.

MM AIR-1.1: During any construction period ground disturbance, the applicant shall ensure that the project contractor implements the following BAAQMD BMPs:

- All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
- All haul trucks transporting soil, sand, or other loose material off-site 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 (mph).
- 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.
- Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five 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.
- 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.
- Post a publicly visible sign with the telephone number and person to contact at the construction firm 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.

MM AIR-1.2: The project shall develop a plan demonstrating that the off-road equipment used on-site to construct the project would achieve a fleet-wide average 92 percent reduction in PM₁₀ exhaust emissions or more. The plan shall include, but is not limited to, one or more of the following:

- All mobile diesel-powered off-road equipment larger than 25 horsepower and operating on the site for more than two days continuously shall meet, at a minimum, USEPA particulate matter emissions standards for Tier 4

engines or equivalent and include the use of equipment that includes CARB-certified Level 3 Diesel Particulate Filters.

- Use of alternatively-fueled equipment (i.e., non-diesel), such as electric, biodiesel, or liquefied petroleum gas for example, would meet this requirement.
- Other measures may be the use of added exhaust devices, or a combination of measures, provided that these measures are approved by the City and demonstrated to reduce community risk impacts to less than significant.

Impact AIR-2: The operation of the project would result in significant operational reactive organic gases (ROG) emissions.

Findings AIR-2: Changes or alterations, which have been incorporated into the project, will reduce the severity of the significant air quality impact. Specifically, implementation of MM AIR-2.1 and MM AIR-2.2, set forth below, which are hereby adopted and incorporated into the project, would reduce operational ROG emissions to a less than significant level by reducing ROG emissions below the annual and average daily thresholds for operational emissions.

MM AIR-2.1: The project shall develop and implement a VMT Reduction Plan that would reduce vehicle trips by 20 percent, half of which (a 10 percent reduction) shall be achieved with TDM measures.

MM AIR-2.2: The project shall use low volatile organic compound or VOC (i.e., ROG) coating, that are below current BAAQMD requirements (i.e., Regulation 8, Rule 3: Architectural Coatings), for at least 50 percent of all residential and nonresidential interior and exterior paints. This includes all architectural coatings applied during both construction and reapplications throughout the project's operational lifetime. At least 50 percent of coatings applied must meet a "super-compliant" VOC standard of less than 10 grams of VOC per liter of paint. For reapplication of coatings during the project's operational lifetime, the Declaration of Covenants, Conditions, and Restrictions shall contain a stipulation for low VOC coatings to be used.

Biological Resources

Impact BIO-1: Project construction could impact nesting birds on or adjacent to the site, if present.

Findings BIO-1: Changes or alterations, which have been incorporated into the project, will reduce the severity of the significant biological resource impact. Specifically, implementation of MM BIO-1.1, set forth below, which is hereby adopted and incorporated into the project, would reduce biological resource impacts to a less than significant level by ensuring that construction activities will not disturb a nesting bird or raptor on-site or immediately adjacent to the construction zone.

MM BIO-1.1: Construction shall be scheduled to avoid the nesting season to the extent feasible. The nesting season for most birds, including most raptors, in the San Francisco Bay Area extends from February 1 through August 31.

If it is not possible to schedule construction and tree removal between September and January, then pre-construction surveys for nesting birds shall be completed by a qualified ornithologist to ensure that no nests shall be disturbed during project implementation. This survey shall be completed no more than 14 days prior to the initiation of grading, tree removal, or other demolition or construction activities during the early part of the breeding season (February through April) and no more than 30 days prior to the initiation of these activities during the late part of the breeding season (May through August).

During this survey, the ornithologist shall inspect all trees and other possible nesting habitats within and immediately adjacent to the construction area for nests. If an active nest is found sufficiently close to work areas to be disturbed by construction, the ornithologist, in consultation with the California Department of Fish and Wildlife (CDFW), shall determine the extent of a construction-free buffer zone to be established around the nest to ensure that nests of bird species protected by the Migratory Bird Treaty Act (MBTA) or Fish and Game Code shall not be disturbed during project construction.

A final report of nesting birds, including any protection measures, shall be submitted to the Director of Community Development prior to the start of grading or tree removal.

Cultural Resources

Impact CUL-1: Unknown buried archaeological resources could be impacted during project construction.

Findings CUL-1: Changes or alterations, which have been incorporated into the project, will reduce the severity of the significant cultural resource impact. Specifically, implementation of MM CUL-1.1 through -1.3, set forth below, which are hereby adopted and incorporated into the project, would avoid and/or reduce significant impacts to unknown buried archaeological resources to a less than significant level by completing a presence/absence exploration and/or monitoring excavation activities and identifying the procedures necessary to protect resources if found.

MM CUL-1.1: Archaeological monitoring by a qualified prehistoric archaeologist shall be completed during soil remediation and presence/absence exploration with a backhoe shall be completed where safe, undisturbed, and possible prior to construction activities. If any potentially California Register of Historical Resources (CRHR) eligible resources are identified, they should be briefly documented, photographed, mapped, and tarped before the area is backfilled. If resources are identified, a research design and treatment plan shall be completed

and implemented by the archaeologist and shall include hand excavating the feature(s) or deposits prior to building construction.

MM CUL-1.2: As part of the safety meeting on the first day of construction/ground disturbing activities, the Archaeological Monitor shall brief construction workers on the role and responsibility of the Archaeological Monitor and procedures to follow in the event cultural resources are discovered. The prime construction contractor and any other subcontractors shall be informed of the legal and/or regulatory implications of knowingly destroying cultural resources or removing artifacts, human remains, and other cultural materials from the study area. The archaeological monitor has the authority to stop or redirect construction/remediation work to other locations to explore for potential features.

MM CUL-1.3: In the event that human remains are discovered during excavation and/or grading of the site, all activity within a 50-foot radius of the find shall be stopped. The Santa Clara County Coroner shall be notified and shall make a determination as to whether the remains are of Native American origin or whether an investigation into the cause of death is required. If the remains are determined to be Native American, the Coroner shall notify the Native American Heritage Commission (NAHC) immediately. Once NAHC identifies the most likely descendants, the descendants will make recommendations regarding proper burial, which will be implemented in accordance with Section 15064.5(e) of the CEQA Guidelines.

Greenhouse Gas Emissions

Impact GHG-2: The proposed project could result in significant greenhouse gas (GHG) emissions.

Findings GHG-2: Changes or alterations, which have been incorporated into the project, will reduce the severity of the significant GHG emissions impact. Specifically, implementation of MM AIR-2.1, set forth below, which is hereby adopted and incorporated into the project, would reduce GHG emission impacts to a less than significant level by ensuring that GHG emissions would not exceed the significance threshold of 2.6 metric tons of carbon dioxide equivalent (MT of CO₂e) per service population per year.

MM AIR-2.1: The project shall develop and implement a VMT Reduction Plan that would reduce vehicle trips by 20 percent, half of which (a 10 percent reduction) shall be achieved with TDM measures.

Impact C-GHG-1: The proposed project would generate significant cumulative GHG emissions.

Findings C-GHG-1: Changes or alterations, which have been incorporated into the project, will reduce the severity of the significant GHG emissions impact. Specifically, implementation of MM AIR-2.1 and MM GHG-1.1, set forth below, which are hereby adopted and incorporated into the project, would reduce GHG emission impacts to a less than significant level by ensuring that GHG

emissions would not exceed the significance threshold of 2.6 MT of CO₂e per service population per year.

MM AIR-2.1: The project shall develop and implement a VMT Reduction Plan that would reduce vehicle trips by 20 percent, half of which (a 10 percent reduction) shall be achieved with TDM measures.

Hazards and Hazardous Materials

Impact HAZ-1: Construction workers, future occupants, and the surrounding environment could be exposed to contaminated soils and subject to soil vapor intrusion.

Findings HAZ-1: Changes or alterations, which have been incorporated into the project, will reduce the severity of the significant hazards and hazardous material impact. Specifically, implementation of MM HAZ-1.1, set forth below, which is hereby adopted and incorporated into the project, would reduce construction worker, future occupant, and surrounding environment exposure to on-site contaminated soil and vapor intrusion impacts to a less than significant level by implementing a plan to address potential hazards that may result from construction activities.

MM HAZ-1.1: The project shall develop and implement a Site Management Plan (SMP) that outlines the measures required to mitigate potential risks (including soil vapor intrusion) to construction workers, future occupants, and the environment from potential exposure to hazardous substances that may be encountered during soil intrusive or construction activities on-site. As part of the SMP, the requirements of a worker health and safety plan shall be outlined to address potential hazards to construction workers and off-site receptors that may result from construction activities. Each contractor shall be required to develop their own site-specific health and safety plan to protect their workers.

The SMP shall also identify all wells on-site and identify measures to protect and/or abandon existing remediation systems, groundwater monitoring wells, and soil vapor monitoring wells. All wells to be abandoned shall be permitted through the Santa Clara Valley Water District (SCVWD).

The SMP prepared as stipulated above was submitted and approved by Regional Water Quality Control Board (RWQCB) in May 2016. This approved SMP was submitted to the City and a copy is included in Appendix E of the EIR.

Noise

Impact NOI-2: Existing land uses in the project vicinity would be exposed to an increase in ambient noise levels due to project construction activities.

Findings NOI-2: Changes or alterations, which have been incorporated into the project, will reduce the severity of the significant noise impact. Specifically, implementation of MM NOI-2.1, set forth below, which is hereby adopted and incorporated into the project, would reduce construction noise levels emanating from the site in order to minimize disruption and annoyance. With the implementation of this mitigation measure, as well as the City Code limits on allowable construction hours, and considering that construction is temporary, the impact would be reduced to a less than significant level.

MM NOI-2.1: Develop a construction noise control plan, including, but not limited to, the following available controls:

- Construct temporary noise barriers, where feasible, to screen stationary noise-generating equipment. Temporary noise barrier fences would provide a five dBA noise reduction if the noise barrier interrupts the line-of-sight between the noise source and receiver and if the barrier is constructed in a manner that eliminates any cracks or gaps.
- Equip all internal combustion engine-driven equipment with intake and exhaust mufflers that are in good condition and appropriate for the equipment.
- Unnecessary idling of internal combustion engines shall be strictly prohibited (i.e., no more than two minutes in duration)
- Locate stationary noise-generating equipment, such as air compressors or portable power generators, as far as possible from sensitive receptors as feasible. If they must be located near receptors, adequate muffling (with enclosures where feasible and appropriate) shall be used to reduce noise levels at the adjacent sensitive receptors. Any enclosure openings or venting shall face away from sensitive receptors.
- Utilize “quiet” air compressors and other stationary noise sources where technology exists.
- Construction staging areas shall be established at locations that would create the greatest distance between the construction-related noise sources and noise-sensitive receptors nearest the project site during all project construction.
- Locate material stockpiles, as well as maintenance/equipment staging and parking areas, as far as feasible from commercial (and proposed residential) receptors.
- Control noise from construction workers’ radios to a point where they are not audible at land uses bordering the project site.
- The contractor shall prepare a detailed construction schedule for major noise-generating construction activities. The construction plan shall identify a procedure for coordination with adjacent land uses so that construction activities can be scheduled to minimize noise disturbance.
- Designate a “disturbance coordinator” who would be responsible for responding to any complaints about construction noise. The disturbance coordinator shall determine the cause of the noise complaint (e.g., bad

muffler, etc.) and require that reasonable measures be implemented to correct the problem. Conspicuously post a telephone number for the disturbance coordinator at the construction site and include in it the notice sent to neighbors regarding the construction schedule.

Impact NOI-3: On-site mechanical equipment (including the backup generator) would exceed the noise limits identified in the City Code.

Findings NOI-3: Changes or alterations, which have been incorporated into the project, will reduce the severity of the significant noise impact. Specifically, implementation of MM NOI-3.1, set forth below, which is hereby adopted and incorporated into the project, would reduce the operational noise impacts from onsite mechanical equipment to noise-sensitive receptors to a less than significant level.

MM NOI-3.1: Mechanical equipment shall be selected and designed to meet the City's noise level requirements. A qualified acoustical consultant shall be retained to review mechanical noise as these systems are selected to determine specific noise reduction measures necessary to reduce noise to comply with the City's noise level requirements. Noise reduction measures could include, but are not limited to, selection of equipment that emits low noise levels, installation of mufflers or sound attenuators, and/or installation of noise barriers such as enclosures and parapet walls to block the line-of-sight between the noise source and the nearest receptors. Alternate measures may include locating equipment in less noise-sensitive areas, where feasible.

Transportation

Impact TRAN-1: The project would have a significant impact under existing plus project conditions at the following intersection: 1. Coleman Avenue/Brokaw Road (City of Santa Clara).

Findings TRAN-1: Changes or alterations, which have been incorporated into the project, will reduce the severity of the significant transportation impact. Specifically, implementation of MM TRAN-1.1, set forth below, which is hereby adopted and incorporated into the project, would reduce the impact to a less than significant level. With implementation of this improvement, the intersection of Coleman Avenue/Brokaw Road would operate at an acceptable LOS C during the PM peak hour, and the average delay would improve over existing conditions.

MM TRAN-1.1: 1. Coleman Avenue/Brokaw Road (City of Santa Clara) – This intersection is under the jurisdiction of the City of Santa Clara. The improvement includes changing the signal for Brokaw Road (the east and west legs of this intersection) from protected left-turn phasing to split phase, adding a shared through/left turn lane to the east and west approaches within the existing right-of-way, changing the existing shared through/right-turn lanes to right-turn only lanes on the east and west approaches, changing the eastbound right-turn coding from “include” to “overlap” indicating that eastbound right turns would be able to turn right on red, prohibiting U-turns on northbound Coleman Avenue, and adding a third

southbound through lane on Coleman Avenue, and restriping to provide exclusive southbound through and right turn lanes.

The above described improvements are not fully designed but it is anticipated that the improvements could be accommodated within the existing right-of-way. However, the addition of the proposed bike lanes on Brokaw Road could require approximately 10 feet of additional right-of-way along Brokaw Road. MM TRAN-2.1 could result in short-term construction-related impacts, removal of trees, and impacts to unknown buried cultural resources.

Impact TRAN-3: The project would have a significant impact under background plus project conditions at the following intersection: 1. Coleman Avenue/Brokaw Road (City of Santa Clara).

Findings TRAN-3: Changes or alterations, which have been incorporated into the project, will reduce the severity of the significant noise impact. Specifically, implementation of MM TRAN-1.1, set forth below, which is hereby adopted and incorporated into the project, would reduce the impact to a less than significant level. With implementation of MM TRAN-1.1, the intersection of Coleman Avenue/Brokaw Road would operate at an acceptable LOS C during the PM peak hour (as well as the AM peak hour), and the average delay would improve over background conditions.

MM TRAN-1.1: 1. Coleman Avenue/Brokaw Road (City of Santa Clara) – This intersection is under the jurisdiction of the City of Santa Clara. The improvement includes changing the signal for Brokaw Road (the east and west legs of this intersection) from protected left-turn phasing to split phase, adding a shared through/left turn lane to the east and west approaches within the existing right-of-way, changing the existing shared through/right-turn lanes to right-turn only lanes on the east and west approaches, changing the eastbound right-turn coding from “include” to “overlap” indicating that eastbound right turns would be able to turn right on red, prohibiting U-turns on northbound Coleman Avenue, and adding a third southbound through lane on Coleman Avenue, and restriping to provide exclusive southbound through and right turn lanes.

The above described improvements are not fully designed but it is anticipated that the improvements could be accommodated within the existing right-of-way. However, the addition of the proposed bike lanes on Brokaw Road could require approximately 10 feet of additional right-of-way along Brokaw Road. MM TRAN-2.1 could result in short-term construction-related impacts, removal of trees, and impacts to unknown buried cultural resources.

Impact C-TRAN-1: The project would have a cumulatively considerable contribution to a significant cumulative impact at the following intersection: 1. Coleman Avenue/Brokaw Road (City of Santa Clara).

Findings C-TRAN-1: Changes or alterations, which have been incorporated into the project, will reduce the severity of the significant noise impact. Specifically, implementation of MM TRAN-

1.1, set forth below, which is hereby adopted and incorporated into the project, would reduce the project's cumulative contribution to the significant cumulative impact at Coleman Avenue/Brokaw Road to a less than significant level. With implementation of MM TRAN-1.1, the intersection of Coleman Avenue/Brokaw Road would operate at better than cumulative conditions at LOS D during the PM peak hour.

MM TRAN-1.1: 1. Coleman Avenue/Brokaw Road (City of Santa Clara) – This intersection is under the jurisdiction of the City of Santa Clara. The improvement includes changing the signal for Brokaw Road (the east and west legs of this intersection) from protected left-turn phasing to split phase, adding a shared through/left turn lane to the east and west approaches within the existing right-of-way, changing the existing shared through/right-turn lanes to right-turn only lanes on the east and west approaches, changing the eastbound right-turn coding from “include” to “overlap” indicating that eastbound right turns would be able to turn right on red, prohibiting U-turns on northbound Coleman Avenue, and adding a third southbound through lane on Coleman Avenue, and restriping to provide exclusive southbound through and right turn lanes.

The above described improvements are not fully designed but it is anticipated that the improvements could be accommodated within the existing right-of-way. However, the addition of the proposed bike lanes on Brokaw Road could require approximately 10 feet of additional right-of-way along Brokaw Road. MM TRAN-2.1 could result in short-term construction-related impacts, removal of trees, and impacts to unknown buried cultural resources.

VIII.. GROWTH INDUCING IMPACTS

An EIR is required to discuss growth inducing impacts, which consist of the ways in which the project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. (CEQA Guidelines Section 15126.2(d); Pub. Resources Code Section 21100(b)(5).)

Direct growth inducement would result, for example, if a project involves the construction of substantial new housing that would support increased population in a community or establishes substantial new permanent employment opportunities. This additional population could, in turn, increase demands for public utilities, public services, roads, and other infrastructure. Indirect growth inducement would result if a project stimulates economic activity that requires physical development or removes an obstacle to growth and development (e.g., increasing infrastructure capacity that would enable new or additional development). CEQA Guidelines Section 15126.2(d) cautions that it must not be assumed that growth in any area is necessarily beneficial, detrimental, or of little significance to the environment.

These findings are based on the discussion of growth inducing impacts in Section 4.0 of the Draft EIR, the discussion and analysis of which is hereby incorporated in full by this reference.

Direct Growth Inducement

Under the existing General Plan land use designations, 758 to 1,279 dwelling units and up to 1,025,838 square feet of commercial uses could be developed on-site. However, as discussed in the EIR, the project site is part of the Santa Clara Station Focus Area. The net new development from the Santa Clara Station Area Plan is 1,663 dwelling units and 1,490,000 square feet of office space. The project proposes 1,565 dwelling units and up to 197,000 square feet of commercial uses. The project, therefore, proposes development within what is currently allowed by the Santa Clara Station Area Plan. For this reason, the proposed project would not result in significant direct growth-inducing impacts, beyond what is anticipated for the Santa Clara Station Focus Area in the City's General Plan.

Indirect Growth Inducement

The proposed project is considered an "infill" project, meaning that with the exception of approximately 1.0 acres of the project site located in the City of San Jose proposed as landscaped area, the remaining portion of the project site proposed for development is within the City's existing boundaries, already served by existing infrastructure, and planned for urban uses even though the site is currently vacant and undeveloped. The project includes infrastructure improvements to mitigate the impacts on community service facilities to a less than significant level. In addition, the project would pay all applicable impact fees, which would offset impacts to public facilities and services, schools and parks. As a result, growth associated with the implementation of the project would not have a significant impact on community service facilities, nor would it make a cumulatively considerable contribution to such impacts, requiring construction of new facilities that could cause significant environmental effects. Thus, the indirect impact would be less than significant.

IX. SIGNIFICANT AND IRREVERSIBLE ENVIRONMENTAL CHANGES

CEQA Guidelines Section 15126(c) requires that an EIR also address significant and irreversible environmental changes that may occur as a result of project implementation. Significant irreversible changes include the use of nonrenewable resources, the commitment of future generations to similar use, irreversible damage resulting from environmental accidents associated with the project and the irretrievable commitment of resources.

These findings are based on the discussion of significant and irreversible environmental changes in Section 5.0 of the Draft EIR, the discussion and analysis of which is hereby incorporated in full by this reference.

Use of Nonrenewable Resources; Commitment of Future Generations to Similar Use

The project, during construction and operation, would require the use, irretrievable commitment and consumption of nonrenewable resources, including lumber and other wood products, energy, concrete, metals, plastics and glass. The project, which includes both residential and commercial uses, would commit a substantial amount of resources to the site. Although development would result in a substantial increase in demand for nonrenewable recourse, the project is subject to the standard California Code of Regulations, Title 24, Part 6 and CAL Green energy efficiency

requirements. Moreover, as explained in Section 3.6 of the EIR, the project is consistent with the City's General Plan policies regarding energy use, which foster development that reduces the use, irretrievable commitment and consumption of nonrenewable resources in transportation, buildings and urban services (utilities).

Irreversible Damage Resulting from Environmental Accidents Associated with the Project

The project does not propose any new or uniquely hazardous uses and operation of the project would not be expected to cause environmental accidents that would impact other areas. Implementation of the SMP required in MM HAZ-1.1 will ensure that construction workers, future occupants and the environment are protected from potential exposure to hazardous substances. Further, there are no significant on-site or off-site sources of contamination that would substantially affect the proposed uses on the project site, and there are no significant geology and soils impacts that would occur with project implementation. Therefore, the project would not likely result in irreversible damage that may result from environmental accidents.

X. ALTERNATIVES

CEQA requires that an EIR identify alternatives to a project as it is proposed. Section 15126.6 of the CEQA Guidelines specifies that the EIR should identify alternatives which “would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project.” The EIR considered alternatives of design, scope, or location, which would substantially lessen the project's significant impacts, even if those alternatives “impede to some degree the attainment of the project objectives” or are more expensive. While CEQA does not require that alternatives must be capable of meeting all of the project objectives, an alternative's ability to meet most of the objectives is considered relevant to its consideration.

The Project Objectives

The City’s objectives for the project are as follows:

1. Create a mixed-use neighborhood of high density residential development combined with commercial services to support the residents, businesses and visitors within and around the plan area as well as the users of the abutting Santa Clara Caltrain/BART heavy rail transit node.
2. Promote long term sustainability with an array and arrangement of complementary uses by achieving LEED certification (or equivalent), minimizing VMT, capitalizing on efficient public infrastructure investment and providing convenient amenities for residents and users of the plan area.
3. Maximize housing unit yield on a site with minimal impact on existing neighborhoods that will address the jobs/housing balance, create a critical mass of housing to justify commercial services, particularly retail services, and provide a variety of housing unit types.
4. Provide a suitable affordable housing component that addresses the City’s lower income housing needs in close proximity to transit services and commercial services and jobs.

5. Provide a significant hotel component and retail services that support the business travel market, enhance the tax base and contribute other revenues to support City services that serve the development.

The applicant's objectives for the project are as follows:

1. Develop the 24-acre project site at the southwest corner of Coleman Avenue and Brokaw Road in Santa Clara into an economically viable mixed-use project consisting of commercial spaces and a vibrant residential community, providing a range of product types that will support the diversity of Santa Clara and is designed to be inviting to all.
2. Provide the on-site residential community and public access to a pedestrian friendly site with a variety of on-site recreational amenities including a neighborhood park, BBQ area, children's playground, and various lounge areas.
3. Develop an on-site commercial component of approximately 197,000 square feet, consisting of a hotel and ancillary commercial uses, that will provide services to both the residential community and public at large and will generate tax revenues for the City.
4. Create a transit-oriented development that supports alternative modes of transportation with a direct connection to the Santa Clara Transit Station.
5. Comply with and advance the General Plan goals and policies for the Santa Clara Station Focus Area (General Plan Section 5.4.3).

CEQA, the CEQA Guidelines and applicable case law have determined that feasibility can be based on a wide range of factors and influences. Section 15126.6(f)(1) of the CEQA Guidelines advises that such factors can include, but are not limited to, the suitability of an alternate site, economic viability, availability of infrastructure, consistency with planning documents or regulatory limitations, jurisdictional boundaries or whether the project proposed can "reasonably acquire, control or otherwise have access to the alternative site."

The City Council, having reviewed and considered the information contained in the EIR, hereby finds that the alternatives described below are not feasible. The City finds that there are specific economic, legal, social, technological or other considerations, including consideration for the provision of employment opportunities for highly trained workers, and important matters of public policy that render these alternatives infeasible.

As explained above, "feasible" is defined in CEQA Guidelines Section 15364 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." According to CEQA Guidelines Section 15091(a)(3), the City may reject an alternative to the project if the City finds that it would be infeasible to implement that alternative because of "[s]pecific economic, legal, social, technological, or other considerations, including the provision of employment opportunities for highly trained workers." An agency also may reject an alternative that does not meet the public policy goals of the agency. In *Rialto Citizens for Responsible Growth v. City of Rialto* (2012) 208 Cal.App.4th 899, 947, the City of Rialto approved a project while rejecting as infeasible a reduced-density alternative that stripped out the portions of the project that would have created a synergistic mix of retail and restaurant tenants. Additionally, in *Environmental Council of Sacramento v. City of Sacramento* (2006) 142 Cal.App.4th 1018, 1039, the appellate court upheld the City of Sacramento's findings that

additional preservation of open space would be infeasible because it would "at the very least [slow] 'the progress of necessary development such that the public's health and welfare is harmed through the lack of economic growth and productivity and a shortage of housing supply.'"⁸

These findings are based on the discussion of alternatives in Section 7.0 of the Draft EIR and Section 5.0 of the Final EIR, the discussion and analysis of which are hereby incorporated in full by this reference.

Alternatives Considered but Rejected

The City considered an alternative location for the proposed project that would lessen or avoid the project's nesting bird, construction-related air quality, cultural resources, hazards and hazardous materials, and/or construction-related noise impacts. The alternative location needed to be of similar size to the project site, within the urban service area of the City, near existing transit, and have the appropriate General Plan land use designation(s). There are no vacant or available sites of approximately 24 acres in the City. In addition, there are no sites of similar size that have the appropriate land use designation. Further, the project applicant does not have control of alternative sites of similar size in the City. For these reasons, an alternative location to the project was considered but rejected as infeasible.

No Project Alternative

The CEQA Guidelines specifically require consideration of a "No Project" Alternative. The purpose of including a No Project Alternative is to allow decision makers to compare the impacts of approving the project with the impacts of not approving the project. CEQA Guidelines Section 15126.6 specifically advises that the No Project Alternative is "what would be reasonably expected to occur in the foreseeable future if the project were not approved, based on current plans and consistent with available infrastructure and community services," and emphasizes that an EIR should take a practical approach, and not "...create and analyze a set of artificial assumptions that would be required to preserve the existing physical environment."

Currently, the project site is undeveloped. Under the No Project Alternative, the project site could remain as it is or it could be developed consistent with the existing General Plan and zoning designations. The existing General Plan and zoning allows for the development of 758 to 1,278 residential units and up to 1,025,838 square feet of commercial uses. For these reasons, the EIR analyzed two No Project alternatives: 1) a No Project/No Development Alternative and 2) a No Project/Development Alternative.

No Project/No Development Alternative

The No Project/No Development Alternative assumes that the project site would remain as it is today, undeveloped and unoccupied. Because the No Project/No Development Alternative would not result in any development on the site, this Alternative would avoid all of the environmental impacts

⁸ Similarly, courts have upheld an agency's infeasibility finding on a policy-based rationale in the following cases: *Gilroy Citizens for Responsible Planning v. City of Gilroy* (2006) 140 Cal.App.4th 911, 936, and *Defend the Bay v. City of Irvine* (2004) 119 Cal.App.4th 1261, 1270.

from the project. However, this Alternative would not meet any of the applicant's or City's project objectives.

The City finds that specific economic, legal, social, technological or other considerations, including matters of public policy, render the No Project/No Development Alternative infeasible, and rejects the alternative on such grounds.

Therefore, due to this alternative's failure to satisfy any of the applicant's or City's objectives, most notably, compliance with and advancement of the General Plan goals and policies for the Santa Clara Station Focus Area, the No Project/No Development Alternative is infeasible as a matter of public policy.

No Project/Development Alternative

For the purposes of the No Project/Development Alternative, it is assumed that the project site would be developed with 605,070 square feet of R&D uses consistent with the existing Light Industrial (ML) zoning designation for the project site.

The No Project/Development Alternative would result in less severe aesthetics, air quality, energy, land use and planning, noise and vibration, population and housing, public services, recreation, transportation, and utilities and service systems impacts compared to the proposed project. The No Project/Development Alternative would result in the same or similar impacts to agricultural and forestry resources, biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, and mineral resources. The No Project/Development Alternative would result in greater GHG emissions per service population than the proposed project.

The No Project/Development Alternative could meet the applicant's objective 4; however, it would not meet the applicant's objectives 1, 2, 3, or 5, each of which calls for residential and commercial mixed-use development on the project site. Further, the No Project/Development Alternative would not meet any of the City's objectives, which focus on transit-oriented residential mixed-used development.

The City finds that specific economic, legal, social, technological or other considerations, including matters of public policy, render the No Project/No Development Alternative infeasible, and rejects the alternative on such grounds.

Therefore, due to this alternative's failure to satisfy any of the City's objectives, most notably, compliance with and advancement of the General Plan goals and policies for the Santa Clara Station Focus Area, the No Project/No Development Alternative is infeasible as a matter of public policy.

Reduced Development Alternative

The Reduced Development Alternative assumes the development of 880 residential units and 118,250 square feet of commercial uses. The Reduced Development Alternative would avoid the

project's significant unavoidable freeway and intersection (under existing plus project and background plus project conditions) level of service impacts.

The Reduced Development Alternative would result in lesser aesthetics, energy, public services, utilities, air quality, construction-related noise, and population and housing impacts compared to the proposed project. The Reduced Development Alternative would result in the same or similar impacts to the proposed project for all other resource areas (i.e., agricultural and forestry resources, nesting birds, cultural resources, geology and soils, GHG, hazards and hazardous materials, hydrology and water quality, land use, and mineral resources).

The Reduced Development Alternative could meet the applicant's project objectives 1, 2, and 4, but because it includes 45 percent less commercial square footage than the proposed project, this alternative would not meet the applicant's project objective 5 since it will not provide a significant hotel component and retail services that support the business travel market, enhance the tax base and contribute other revenues to support City services that serve the development. It is possible the Reduced Development Alternative could meet City objectives 2 and 4, but this alternative would not meet City objectives 1 or 3 since it would not provide a high-density residential development and a significant commercial/retail component on-site. This alternative also would not meet City objective 5 since it would not advance the General Plan goals and policies for the Santa Clara Station Focus Area, which include developing high-intensity uses and maximizing residential development, to the same extent as the proposed project.

The City finds that specific economic, legal, social, technological or other considerations, including matters of public policy, render the No Project/No Development Alternative infeasible, and rejects the alternative on such grounds.

Therefore, due to this alternative's failure to satisfy any of the City's objectives, most notably, compliance with and advancement of the General Plan goals and policies for the Santa Clara Station Focus Area, the No Project/No Development Alternative is infeasible as a matter of public policy. Environmentally Superior Alternative

The CEQA Guidelines state that an EIR shall identify an environmentally superior alternative. Based on the above discussion, the environmentally superior alternative to the proposed project is the No Project/No Development Alternative because all of the project's significant environmental impacts would be avoided. However, Section 15126.6(e)(2) states that "if the environmentally superior alternative is the No Project Alternative, the EIR shall also identify an environmentally superior alternative among the other alternatives." In addition to the No Project/No Development Alternative (as well as the No Project/Development Alternative), the Reduced Development Alternative would avoid or result in lesser impacts than the proposed project.

XI. STATEMENT OF OVERRIDING CONSIDERATIONS

CEQA requires decision makers to balance, as applicable, the economic, legal, social, technological and/or other benefits of a project against its significant and unavoidable environmental impacts when determining whether to approve the project. If the specific economic, legal, social, technological

and/or other benefits of the project outweigh the significant and unavoidable impacts, those impacts may be considered "acceptable" (CEQA Guidelines Section 15093(a)). When significant impacts are not avoided or lessened, CEQA requires the agency to state, in writing, the specific reasons for considering a project acceptable. Those reasons must be based on substantial evidence in the Final EIR or elsewhere in the administrative record (CEQA Guidelines Section 15093(b)).

The City finds that all feasible mitigation measures identified in the Final EIR within the purview of the City will be implemented with the project, and that the remaining significant and unavoidable impacts are outweighed and are found to be acceptable due to the following specific overriding economic, legal, social, technological and/or other benefits based upon the facts set forth in the above Findings, the Final EIR and the administrative record, as follows, each of which outweighs the project's remaining significant and unavoidable impacts:

- The project will create a transit-oriented, high-density residential mixed-use development within the Santa Clara Station Focus Area that will support the residents, businesses and visitors within and around the plan area as well as the users of the abutting Santa Clara Caltrain/BART heavy rail transit node;
- The project will promote long-term sustainability with an array of complementary uses that meet LEED standards, minimize vehicle miles traveled, capitalize on efficient public infrastructure and provide convenient amenities for occupants;
- The project will maximize the housing unit yield on a site with minimal impact on existing neighborhoods;
- The project's housing component will address the City's jobs/housing balance, create a critical mass of housing to justify commercial services, particularly retail services, and provide a variety of housing unit types;
- The project will provide a suitable affordable housing component that addresses the City's lower income housing needs in close proximity to transit services and commercial services and jobs; and
- The project will include a significant hotel component and retail services supporting the business travel market, enhancing the tax base and contributing other revenues to support City services that serve the development.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SANTA CLARA, CALIFORNIA, APPROVING AND CERTIFYING
A FINAL ENVIRONMENTAL IMPACT REPORT, MAKING
FINDINGS WITH RESPECT THERETO, AND ADOPTING A
STATEMENT OF OVERRIDING CONSIDERATIONS AND A
MITIGATION MONITORING AND REPORTING PROGRAM FOR
THE GATEWAY CROSSINGS PROJECT LOCATED AT 1205
COLEMAN AVENUE, SANTA CLARA**

SCH#2017022066
CEQ2016-01025 (EIR)
PLN2016-12318 (General Plan Amendment and Rezoning)
PLN2016-12321 (Vesting Tentative Subdivision Map)
PLN2017-12481 (Development Agreement)

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, on November 9, 2016, TOD Brokaw, LLC (“Owner”) made an application for the development of a 21.4-acre site located at 1205 Coleman Avenue (APNs: 230-46-069 and 230-46-070) with 20.4 acres located in Santa Clara and 1.0 acre located in San Jose, CA, which is currently undeveloped and within the Santa Clara Station Focus Area (“Project Site”);

WHEREAS, the Project Site was formerly developed with industrial and office/research and development buildings, surface parking lots, landscaping, and site improvements that were demolished between 2016 and 2017;

WHEREAS, a General Plan Amendment is proposed to change the existing land use designations for the Project Site from Santa Clara Station Regional Commercial (commercial up to 3.0 FAR), Santa Clara Station High Density Residential (37-50 du/acre), and Santa Clara Station Very High Density Residential (51-100 du/acre) to Santa Clara Station Very High Density Residential (51-120 du/ac) with a minimum commercial Floor Area Ratio (FAR) of 0.20, and amend the General Plan Land Use Map (Figure 5.4-4) for the Santa Clara Station Focus Area to reflect the General Plan change;

WHEREAS, the General Plan Amendment includes an amendment to the Climate Action Plan setting forth vehicle trip reduction targets for the land use classification;

WHEREAS, Owner simultaneously applied for a Zoning Code text amendment to add a new zoning designation of Very High Density Mixed Use (VHDMU) and a rezone of the Project Site from Light Industrial (ML) to the new zoning designation to allow the construction of 1,600 multi-family dwelling units, a 182,000 square foot full-service hotel with 225 rooms, 15,000 square feet of ground floor ancillary retail, surface and structured parking, private streets, landscaped open space, on- and off-site public right-of-way improvements, and site infrastructure and utilities to support the development ("Project");

WHEREAS, the application included a Vesting Tentative Subdivision Map to create commercial and mixed use development parcels, a neighborhood park, and common lots to facilitate development and serve the land uses on the Project Site;

WHEREAS, the Owner has also requested to enter into a Development Agreement with the City, and City staff have negotiated and recommended a draft Development Agreement for approval;

WHEREAS, on February 21, 2017, the City of Santa Clara ("City") distributed a Notice of Preparation of a Draft Environmental Impact Report ("DEIR") and on February 21, 2017 posted the Notice at the Santa Clara County Clerk's office, and on March 16, 2017, the City conducted a scoping meeting at Santa Clara City Hall, soliciting guidance on the scope and content of the environmental information to be included in the DEIR;

WHEREAS, the DEIR was prepared in accordance with the California Environmental Quality Act (CEQA) and the City circulated copies of the DEIR to the public agencies which have jurisdiction by law with respect to the Project, as well as to other interested persons and agencies, and the City sought the comments of such persons and agencies for forty-five (45) days, beginning on April 10, 2018 and concluding on May 25, 2018 ("Comment Period");

WHEREAS, the City prepared written responses to the comments received during the Comment Period and included these 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 on September 12, 2018;

WHEREAS, the City received two additional comment letters following the close of the FEIR review period and prepared written responses to comments that do not change the conclusions of the FEIR and are provided as “Responses to FEIR Comments” attached to this Resolution, which was prepared after the initial publication of the FEIR;

WHEREAS, the DEIR, FEIR and FEIR Exhibits constitute the EIR for the Project;

WHEREAS, on November 14, 2018, the Planning Commission conducted a duly noticed public hearing to consider the EIR, at the conclusion of which the Commission voted to recommend that the City Council approve and certify the EIR;

WHEREAS, on December 4, 2018, the City Council conducted a public hearing for review of the EIR, and following public hearing and testimony, continued review of the Project to allow additional public outreach and consideration of revisions to the development proposal;

WHEREAS, the Owner conducted two public outreach meetings and subsequently revised the Project in response to community input to include 1,600 residential units, a 162,000 square foot hotel with 225 rooms, 25,000 square feet of ancillary retail, and two public parks, surface and structured parking, private streets, landscaped open space, on- and off-site public right-of-way improvements, and site infrastructure and utilities to support the development (“Revised Project”),

WHEREAS, the Revised Project was submitted on April 15, 2019 and determined to be consistent with land uses, density and intensity of development contemplated with the proposed General Plan Amendment application for the Project Site to Santa Clara Station Very High Density Residential (51-120 du/ac) with a minimum commercial FAR of 0.20;

WHEREAS, an analysis of the environmental impacts of the Revised Project was completed comparing the effects of the Revised Project with the impacts identified in the DEIR and

concluded that the Revised Project would not result in new impacts or a substantial increase in the severity of any significant impacts disclosed previously in the DEIR, and are not considered significant new information pursuant to CEQA Guidelines Section 15088.5;

WHEREAS, the Revised Project description and analysis of environmental impacts are provided as “Supplemental Text Revisions to the FEIR”, dated May 14, 2019, and previously attached to the May 21, 2019 City Council agenda report for review and consideration and incorporated into the Final EIR;

WHEREAS, on May 21, 2019, the City Council conducted a public hearing for review of the EIR, and following public testimony, continued the public hearing to the City Council meeting date of July 9, 2019, with the request to the Owner to increase the retail floor area in the project design;

WHEREAS, the Owner subsequently modified the project design to provide 1,565 residential units, a 152,000 square hotel with 225 rooms, and 45,000 square feet of ancillary retail on-site “Final Project”;

WHEREAS, an analysis of the environmental impacts of the Final Project was completed comparing the effects of the changes in residential unit count, and commercial floor area with the impacts identified in the DEIR and concluded that the Final Project would not result in new impacts or a substantial increase in the severity of any significant impacts disclosed previously in the DEIR, and are not considered significant new information pursuant to CEQA Guidelines Section 15088.5; and

WHEREAS, the Final Project description and analysis of environmental impacts are provided as “Supplemental Text Revisions to the FEIR, dated June 26, 2019” attached to this Resolution and incorporated into the Final EIR;

WHEREAS, the City Council has reviewed the EIR prepared for the Project, the City Staff reports pertaining to the EIR and all evidence received at the public hearing on July 9, 2019. All of these documents and evidence are herein incorporated by reference into this Resolution;

WHEREAS, the EIR identified certain significant and potentially significant adverse effects on the environment that would be caused by the Project;

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 that would provide some environmental advantages;

WHEREAS, the City is required, whenever possible, to adopt all feasible mitigation measures or feasible project alternatives that satisfy project objectives and that can substantially lessen or avoid any significant environmental effects of the Project;

WHEREAS, Public Resources Code § 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 and Statement of Overriding Considerations" attached to this Resolution is a set of Findings of Fact prepared in order to satisfy the requirements of Public Resources Code § 21081 (a) and CEQA Guidelines § 15901(a);

WHEREAS, as the CEQA Findings explain, the City Council, reflecting the advice of City staff and input from various state and local agencies, has expressed its intention to adopt the proposed Final Project as described;

WHEREAS, the City Council has determined that the alternatives addressed in the EIR would not be feasible and would not sufficiently satisfy the Project Objectives. 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 project;

WHEREAS, many of the significant and potentially significant environmental effects associated with the Final Project, as approved, can either be substantially lessened or avoided through the inclusion of mitigation measures proposed in the EIR;

WHEREAS, the City Council, in reviewing the Project, intends to adopt all mitigation measures set forth in the EIR;

WHEREAS, the significant effects that cannot be avoided or substantially lessened by the adoption of feasible mitigation measures will necessarily remain significant and unavoidable;

WHEREAS, Public Resources Code § 21081 (b) and CEQA Guidelines § 15093 require the City Council to adopt a Statement of Overriding Considerations before approving a project with significant unavoidable environmental effects;

WHEREAS, as detailed in the CEQA Findings, the City Council has determined that, despite the occurrence of significant unavoidable environmental effects associated with the Final Project, as mitigated and adopted, there exist certain overriding economic, social and other considerations for approving the Final Project which justify the occurrence of those impacts and render them acceptable; and

WHEREAS, the City Council has reviewed the EIR, Mitigation Monitoring and Reporting Program, CEQA Findings and Statement of Overriding Considerations, City Staff reports pertaining to the EIR, and all evidence received at a continued public hearing on July 9, 2019. All of these documents and evidence are incorporated herein by reference into this Resolution.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF 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 that the EIR has been completed in compliance with CEQA.

3. That the City Council hereby finds the EIR has been presented to the Council, which reviewed and considered the information and analysis contained therein.
4. That the City Council hereby finds that the EIR reflects the Council's independent judgment and analysis.
5. That the City Council finds, pursuant to Public Resources Code Section 21081 and California Code of Regulations, Title 14, Section 15091, that many of 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 when the Revised Project is approved.
6. That the City Council finds that none of the Project Alternatives set forth in the EIR can feasibly substantially lessen or avoid those significant adverse environmental effects not otherwise lessened or avoided by the adoption of all feasible mitigation measures.
7. That in order to comply with Public Resources Code Section 21081.6, the City Council adopts the Mitigation Monitoring and Reporting Program ("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 party responsible for implementation.
8. That the FEIR set forth project-level 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 hereby finds that there exist certain overriding economic, social and other considerations for approving the Revised Project that the City Council believes justify the occurrence of those impacts, as detailed in the "CEQA Findings" exhibit attached hereto.

9. Based on the findings set forth in this Resolution and the evidence in the City Staff Report, and the attached CEQA Findings, the City Council hereby approves and certifies the EIR, makes findings concerning mitigation measures, adopts a MMRP, make findings concerning alternatives and make findings that there exist certain overriding economic, social and other considerations for approving the Revised Project that justify the occurrence of those associated impacts, all in accordance with CEQA for the Project.

10. The City Council hereby designates the Planning Division of the Community Development Department as the location for the documents and other material that constitute the record of proceedings upon which this decision is based, and designates the Director of Community Development as the custodian of records.

11. 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 9th DAY OF JULY, 2019, 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 and Statement of Overriding Considerations
2. Mitigation Monitoring and Reporting Program
3. Responses to FEIR Comments After the Close of the FEIR Review Period
4. Supplemental Text Revisions to the FEIR, dated June 26, 2019

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**RECORD WITHOUT FEE
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
(GATEWAY CROSSINGS)
BETWEEN
THE CITY OF SANTA CLARA,
a chartered California municipal corporation,
AND
TOD BROKAW, LLC,
a California limited liability company.**

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EXHIBITS

- A. Legal Description of Property
- B. Selected Pages of Development Plan
- C. Conditions of Approval
- D. Mitigation Monitoring and Reporting Program
- E. Fair Share Traffic Fees
- F. Ethical Standards for Contractors

DEVELOPMENT AGREEMENT
(GATEWAY CROSSINGS)

This DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between CITY OF SANTA CLARA ("City"), a chartered California municipal corporation, and TOD Brokaw, LLC, a California limited liability company ("Developer"), (collectively the "Parties") and is effective on the date set forth in Recital L.

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 two separate assessor's parcels (APNs 230-46-069, 230-46-070) totaling approximately 24 acres, as further described in Exhibit A, attached hereto and incorporated by this reference.
- D. Developer has submitted the application(s) to the City (General Plan Amendment, Zoning Code amendments, Vesting Tentative Subdivision Map, and architectural approval [File Nos. PLN2016-12318, PLN2016-12321, PLN2017-12481, and CEQ2016-01025]) for development of the Property. The application(s) request that Developer be allowed to develop the Property with a transit-oriented mixed use development consisting of up to 1,565 residential dwelling units and up to 197,000 square feet of hotel and retail uses (collectively, the "Project").
- E. The Project, including but not limited to the buildings, access and parking facilities, landscaping, and infrastructure improvements, are all more particularly shown on the development plan consisting of * _____ sheets of plans submitted by * _____ Architects dated * _____ ("Development Plan"). Sheets * _____ of the Development Plan are attached hereto as Exhibit B and incorporated by this reference.
- F. Through this Agreement, the Parties intend to preserve the size and density of development as set forth in the Development Plan. 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 the Project can be developed and used in accordance with the terms and conditions set forth herein and the

DEVELOPMENT AGREEMENT

existing rules governing development of the Property will benefit both Developer and City.

- G. City is willing to enter this Agreement for the reasons enumerated in SCCC 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; (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.
- H. Developer acknowledges and recognizes that material inducements for the City to enter into this Agreement are (i) an opportunity to create a transit-oriented, high-density residential mixed use development within the Santa Clara Station Focus Area; (ii) the promotion of long-term sustainability with an array of complementary uses that achieve LEED certification or an equivalent, minimize vehicle miles traveled, capitalize on efficient public infrastructure and provide convenient amenities for occupants; (iii) the maximization of housing unit yield on a site with minimal impact on existing neighborhoods; (iv) the provision of an affordable housing component, as set forth in Section 4.5; (v) the inclusion of a significant hotel component and retail services supporting the business travel market, enhancing the tax base and contributing other revenues to support City services that serve the development; and (vi) the contributions by Developer set forth in Sections 4.6 through 4.13, including but not limited to fees for bicycle and pedestrian improvements, improvements along Brokaw Road, and regional and local traffic improvements. 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.
- I. Developer requested City enter into a development agreement, and proceedings have been taken in accordance with State law, as set forth below.
- J. On November 14, 2018, City's Planning Commission held a duly noticed public hearing on this Agreement and (i) determined that consideration of this Agreement based on the Environmental Impact Report ("EIR") complies in all respects with the California Environmental Quality Act ("CEQA"); (ii) determined that this Agreement is consistent with the City's General Plan; and (iii) recommended that the City Council approve this Agreement.
- K. On December 4, 2018, May 21, 2019; and * _____, the City Council held duly noticed public hearings on this Agreement, and on * _____ (i) determined that consideration of this Agreement based on the EIR complies in all respects with CEQA;

DEVELOPMENT AGREEMENT

(ii) determined that this Agreement is consistent with the City's General Plan; and
(iii) introduced Ordinance No. * _____, approving this Agreement.

- L. On * _____, the City Council adopted Ordinance No. * _____, enacting this Agreement, and the Ordinance became effective thirty (30) days later on * _____ ("Effective Date").
- M. Certain improvements as set forth in the conditions of approval ("Conditions of Approval") which are attached hereto as Exhibit C and incorporated herein by this reference, are necessary to provide infrastructure support for the Project.
- N. Developer plans to develop the Project in approximately five phases, which are outlined in more detail in the Development Plan and Conditions of Approval. Any modification to the content and/or sequencing of the Phases must comply with Section 1, Paragraph 1.8 of this Agreement.

AGREEMENT

NOW, THEREFORE, pursuant to the authority contained in California Government Code section 65864 and following, and SCCC 17.10.010 and following, and in consideration of the mutual representations, covenants and promises of the Parties, the Parties hereto agree as follows:

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 five (5) years, unless sooner terminated or extended as hereinafter provided. The Term shall automatically be extended by an additional five (5) years if the Developer physically commences construction of at least one building in accordance with the Development Plan prior to the expiration of the initial 5-year period. For purposes of this section, construction has commenced when all of the following have occurred: (1) issuance of a building permit; (2) installation of the on-site and off-site improvements for the building, as detailed in Exhibit B, attached hereto, including grading and certification of the building pad by the Building Division; and (3) one or more of the following: (a) excavation of the footings and foundations for the dwelling units or (b) installation of water or sewer laterals to the relevant units.
- 1.2 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.

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.

DEVELOPMENT AGREEMENT

- 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, including but not limited to certification of the EIR, adoption of the General Plan Amendment, approval of a Resolution or Ordinance to rezone the Property to a Planned Development zoning district, approval of this Development Agreement via the Development Agreement Ordinance, approval of a Vesting Tentative Subdivision Map, and architectural approval of the Project (collectively, "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. Subject to the limitations set forth in Section 2.15 below, 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, 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 and shall also be considered Vested Elements:
- 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 of the Property from Light Industrial (ML) to Very High Density Mixed Use (VHDMU) ("Rezoning");
 - c. The VHDMU Zoning District and the Conditions of Approval imposed thereon;
 - d. The Development Plan, defined in Recital E, herein;
 - e. 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");
 - f. 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 necessary for the development of the Project, that are sought by Developer, and that are granted by City in accordance with the terms of this

DEVELOPMENT AGREEMENT

Agreement (collectively, "Subsequent Approvals"). Upon approval, such Subsequent Approvals shall be incorporated into this Agreement and vested hereby; and,

- g. In the event this Project includes a subdivision as defined by Government Code § 66473.7, the tentative map for this Project will comply with the provisions of § 66473.7, as it may be amended from time to time.
- 2.5 Permitted Uses. The permitted uses for the Property are as follows: residential, retail, and hotel uses, all of which must be implemented in accordance with the Development Plan and the Conditions of Approval.
- 2.6 Present Right to Develop. Subject to Developer's fulfillment of the provisions of this Agreement, the Development Plan and the Conditions of Approval, 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, including in particular the terms of the Development Plan and the Approvals. 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 Development Plan or Conditions of Approval or pursuant to this Agreement, shall apply to the Property; provided, however, that nothing in this Agreement shall prevent or preclude City from adopting fees or land use regulations or amendments thereto, as provided in Section 3.2.
- 2.7 Timing of Improvements. Developer may implement the Development Plan in phases, as described herein or as outlined in the Development Plan, or as otherwise approved by the City. The phasing set forth in the Development Plan is the approved phasing as of the Effective Date;. As set forth in Section 2.8, commencement of the hotel construction is required during phase one of the Project. With the exception of the hotel construction schedule of Section 2.8, Developer may request alternate phasing in writing based on business constraints or considerations. Prior to implementation, such alternate phasing must be approved in writing by the City Council, whose approval shall not be unreasonably withheld taking into consideration whether the terms and conditions of this Agreement, the Development Plan, the Conditions of Approval and the Mitigation Monitoring and Reporting Program are met, that the revised phasing will not unduly burden, hamper or constrain prior or future phases of the Project, and that the revised phasing will not modify the hotel construction schedule specified in Section 2.8. It is the Parties' specific intent that this Agreement shall prevail over any later-adopted initiative or moratorium that might otherwise have the effect of restricting or limiting the timing of development of the Project and that Developer shall have the right to develop the Project at such time as Developer deems appropriate within the exercise of its subjective business judgment and no annual (or other) limit, moratoria, or other limitation upon the number

DEVELOPMENT AGREEMENT

of, or phasing 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 Timing of Hotel Construction. The Developer agrees to begin construction of the hotel during phase one of the Project. In order to facilitate this requirement, the Developer agrees that no building permit shall be issued for the construction of the second residential building in phase one, unless and until a building permit has first been issued for the hotel and construction activities started on the hotel. For the purposes of this requirement the term “construction activities started” is satisfied by commencement of foundation work.
- 2.9 Agreement and Comprehensive Development Plan. The Parties acknowledge that, except as specifically set forth herein, this Agreement, the Development Plan, the Mitigation Monitoring and Reporting Program and the Conditions of Approval 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 Property as defined in the Development Plan. 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 and only if the Parties agree to extend this Agreement for an additional five (5) years pursuant to Section 1.1.
- 2.10 Design of On-Site and Off-Site Improvements. Development of the Property shall be subject to final architectural and design review by City pursuant to the policies, regulations and ordinances in effect as of the Effective Date, and subject to the Development Plan, the Conditions of Approval, Mitigation Monitoring and Reporting Program, and this Agreement. No such architectural and design review shall, without Developer’s consent, require development of the Property inconsistent with the Development Plan, the Conditions of Approval, the Mitigation Monitoring and Reporting Program, and this Agreement, unless City determines it is necessary to protect against conditions which create a risk to the physical health or safety of residents or users of the Project or the affected surrounding region. The Development Plan, Mitigation Monitoring and Reporting Program, and Conditions of Approval, 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 final architectural and design approval by City be conditioned on or require any change in the Development Plan, Mitigation Monitoring and Reporting Program or Conditions of Approval, without Developer’s consent.
- 2.11 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 and the Development Plan, Mitigation Monitoring and Reporting Program, and Conditions of Approval.

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- 2.12 **Single Integrated Development.** City and Developer acknowledge that the Project is, and shall be considered, a single, 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 the Development Plan. However, subject to section 2.8, nothing in this Agreement is intended: (i) to prevent Developer from individually commencing and completing development of any portion or phase of the Project, even if development on other portions or phases thereof has not been commenced and/or completed; (ii) to prevent Developer from independently marketing, selling, renting 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 or phase of the Project (even if development on another portion or phase of the Project has been commenced and/or completed). Nothing in this Section, however, shall be construed as permitting Developer to develop later phases of the Project before earlier phases, unless the phasing plan has been amended in accordance with Section 2.7.
- 2.13 **Building Standards.** Developer hereby agrees to employ all reasonable efforts such that the Project will be built to meet high sustainability and green building standards by designing the Project to achieve USGBC LEED silver standards or their equivalent for each phase of development.
- 2.14 **Electric Services.** Pursuant to a Special Facilities Agreement dated June 6, 2017, the City (d/b/a Silicon Valley Power) will provide electric services for the Property and Developer's adjacent parcels located within the City of San Jose (defined in the Special Facilities Agreement as the Owned TOD SJ Parcel, the Owned SJ Parcels, and the Future SJ Parcel), by providing service to the Property via new utility connection points, which will be distributed through private lines for delivery to the adjacent parcels.
- 2.15 **Minimum Hotel and Retail Square Footage.** The hotel and retail square footage shall be proposed in the Development Plan with a minimum 0.2 Floor Area Ratio (FAR), as that term is defined in the General Plan, over the area of the Project Site, calculated after the Developer has completed any required dedication(s). A proposal by the Developer to reduce the square footage of the proposed hotel shall be considered a "minor modification" subject to Director approval under Section 11.2.c, provided that the Minimum Commercial Square Footage is maintained by increasing the proposed commercial development elsewhere on the Project Site. A proposal to reduce the Minimum Square Footage below 0.2 FAR would not constitute a minor modification and would require City Council approval and a formal amendment to this Agreement.

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 required by changes in 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

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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. 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 or requires significant changes in the development of the Property from what is contemplated by the Approvals, including but not limited to: (i) limiting or reducing the density or intensity of all or any part of the Project; (ii) limiting or restricting the location of buildings, grading, or other improvements on the Property; (iii) limiting the provision of public utilities, services, or facilities for the Project; (iv) applying to the Project rent, vacancy, or conversion controls, regulations, and/or policies; (v) significantly delaying, rationing or imposing a moratorium on development of the Property; or (vi) requiring the issuance of discretionary or nondiscretionary permits or approvals by the City other than those required as of the Effective Date.
 - b. Any new Development Fee, Exaction, or Dedication not listed in Section 4 below, or an increase in the amount of such Development Fee, Exaction, or Dedication shall be deemed to conflict with this Agreement. A change to a processing 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 4.2 below.
 - c. 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. In the event Developer so consents, Developer shall provide notice to City of that election and thereafter such law or regulation shall be part of the Vested Elements.
- 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. In no event shall such further review by City revisit the Development Plan, Conditions of Approval, or the Approvals or be conditioned on or require any change in the Project

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except as contemplated by the Development Plan, Conditions of Approval 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 the Development Plan 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, including the Approvals and Vested Elements; 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 Development Plan or this Agreement. Notwithstanding the foregoing, by approving the Project Approvals, City has made a policy decision that the Project, as currently reflected in the Project Approvals, is in the best interests of the City and promotes the public health, safety, and general welfare. Consequently, the City shall not prevent the development of the Project as set forth in the Project Approvals through the denial of Subsequent Approvals. Provided, however, that nothing herein is intended to limit the discretionary authority of the City Council to consider appeals of Subsequent Approvals related to subdivision maps pursuant to the provisions of the Subdivision Map Act.
- 3.6 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 in any applicable General Plan,

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Redevelopment Plan, Specific Plan, SCCC, Other Regulation or Local Rule adopted by City, with the exceptions listed in this Agreement.

4. DEVELOPMENT FEES, EXACTIONS AND DEDICATIONS.

- 4.1 Development Fees, Exactions and Dedications. The 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 Conditions of Approval and the Development Plan 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 after the Effective Date, the Fees set forth in this Agreement, Conditions of Approval and the Development Plan shall be the only fees, charges, special assessments, special taxes, dedications and exactions payable to City due to development of the Property.
- 4.2 Processing Fees. Processing fees, including without limitation Building Permit 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 a phase by phase basis, so that only those fees applying to the actual construction of each phase shall be paid upon the issuance of the appropriate permits for that phase. 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 permit plan checking, if applicable, above those normally charged by the City. 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 Dedications. Developer shall offer to dedicate to City, upon request by City, all portions of the Property designated in the Conditions of Approval for public easements, streets or public areas.
- 4.4 Mitigations. Developer agrees to contribute to the costs of public facilities and services in the amounts set forth in the Development Plan, Mitigation Monitoring and Reporting Program and Conditions of Approval, 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

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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.

- 4.5 Affordable Housing. Developer agrees to provide onsite residential units at affordable rents, as set forth below. As used in this Agreement, the term "affordable" shall mean a rent level affordable to extremely low, very low, low, or moderate income households, as defined in California Code of Regulations, Title 25, sections 6910-6924. For at least 50% of the affordable units provided in each Phase of development, the average income level of the affordable units shall not exceed 80% area median income. For all other affordable units, the average income level of the affordable units shall not exceed 100% area median income. If the number of affordable units would result in a fractional unit, the Developer shall provide an additional unit to satisfy this requirement. Developer shall record a covenant on the property in a form acceptable to the City Attorney committing to maintain the affordability of the onsite units for a minimum of fifty-five (55) years. Developer shall provide the following affordable unit construction for each Phase:
- a. During each Phase of development, Developer agrees to provide at least 10 percent of residential units at affordable rents. The entire affordable housing obligation set forth in this paragraph shall be satisfied by construction of the dwelling units onsite, and Developer acknowledges that none of this affordable housing obligation can be satisfied by payment of an in-lieu fee. This affordable housing commitment shall be memorialized in a separate Affordable Housing Agreement in a form acceptable to the City.
- 4.6 Bicycle and Pedestrian Improvements: Developer agrees to pay the sum of eight hundred twenty five thousand dollars (\$825,000.00) payable to the City prior to the issuance of Building Permits for the first building for improvements that may include, but not limited to bicycle lanes along De La Cruz Boulevard and Coleman Avenue, wide shoulders on the De La Cruz Tri-Level Structure, new bicycle trail construction, bicycle parking in the public rights of way, and enhanced pedestrian facilities. These improvements will be constructed by the City.
- 4.7 Regional Traffic Fee. Developer agrees to the sum of two dollars and fifty cents (\$2.50) per square foot of new commercial or retail uses; four hundred dollars (\$400.00) per hotel/motel room; and two hundred and fifty dollars (\$250.00) per each bedroom in a residential unit payable to the City prior to the issuance of Building Permits for that square footage. Developer shall receive a credit against the Regional Traffic Fee for the cost of completing the Additional Repaving, as set forth in Section 4.13.
- 4.8 Local Traffic Fee. Developer agrees to the sum of two hundred and fifty dollars (\$250.00) per each bedroom in a residential unit and two dollars and fifty cents (\$2.50) per foot of new commercial or retail uses payable to the City prior to the issuance of Building Permits for that square footage. Regional and Local Traffic Fees are non-refundable.

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- 4.9 Fair Share Traffic Fees. Developer agrees to post a bond or letter of credit upon execution of this Agreement in the sum of one million, six hundred eighty thousand, one hundred ninety-four dollars (\$1,680,194.) payable to the City to be credited proportionally to the intersection improvements identified in the certified Environmental Impact Report and listed in Exhibit E, attached hereto and incorporated herein by this reference. The City may call the bond or letter of credit anytime following the approval of a contract associated with the construction of the identified improvements by the lead agency.
- 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 Phase of the development if that Phase has a minimum of one year of ninety percent (90%) occupancy prior to receipt of the application by the City.
- 4.11 Transportation Services. Developer agrees to pay a proportional share of a local transit service study, anticipated to be about 1/10 of the cost, with a maximum payment by Developer of seventy-five thousand dollars (\$75,000), to be completed by a consultant selected by City, to assess the feasibility of creating a transit connection between the commercial job center north of the Caltrain tracks to the transit centers and residential areas south of the Caltrain tracks, in cooperation with the City, other public agencies, and other local business interests.
- 4.12 Dedication of 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, at discretion of the City, pursuant to Chapter 17.35 of the City Code. Said fees shall be assessed per Phase of the Project and shall be paid prior to issuance of a building permit for each apartment building. Developer agrees to execute a separate park maintenance agreement with the City, which commits Developer to maintaining the park improvements to the level of City standards (at a minimum), including landscaping and park amenities, within the parkland dedication areas; indemnifies the City with respect to such maintenance; and subject to standard City insurance requirements, for the life of the Project.
- 4.13 Brokaw Road Improvements. Developer commits to repaving Brokaw Road along the Project's street frontage, in accordance with City specifications (the "Frontage Repaving"). In addition, Developer commits to repaving the entirety of Brokaw Road from the southwesterly Brokaw Road property line to the terminus of Brokaw Road, in accordance with City specifications (the "Additional Repaving"). Developer commits to providing street lighting and sidewalks along the entirety of the southeast side of Brokaw Road from Coleman Avenue to the southwest terminus of Brokaw Road, in accordance with City specifications. Construction of all such repaving, lighting, and sidewalks shall be completed prior to issuance of the first Certificate of Occupancy. City agrees to credit Developer in the amount of three hundred and fifty thousand dollars (\$350,000) for the completion of these improvements.

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5. STANDARD OF REVIEW OF PERMITS

- 5.1 Standard of Review of Permits. All ministerial permits ("Permits") required by Developer to develop the Property, including but not limited to (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 this Agreement, the Development Plan, the Mitigation Monitoring and Reporting Program, the Conditions of Approval 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, (4) Mitigation Monitoring and Reporting Program, (5) the Approvals, and (6) SCCC, 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 Development Plan, 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 Development Plan, including the following actions:
- a. Scheduling all required public hearings by the 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 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

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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. 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 17.10.220(a).
- 8.2 Developer's Submittal. Within ninety (90) days before each anniversary of the Effective Date, and if requested by City, Developer shall submit a letter ("Compliance Letter") to the 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.
- 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 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 9.1. 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 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 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

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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 any reimbursement for the construction of any private or public improvement required by this Agreement, unless explicitly provided by this Agreement or the Conditions of Approval.

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 25 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

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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

11.1 Amendments of Agreement.

- a. Subject to Section 22 regarding operating memoranda and Section 11.2 regarding future actions and Administrative Amendments, this Agreement may be amended from time to time in accordance with California Government Code section 65868 and SCCC Section 17.10.300, only upon the mutual written consent of City and Developer. Any amendment that substantially affects the term, permitted uses, density, intensity of use, height and size of proposed buildings, or provisions for reservation and dedication of land shall require a noticed public hearing before the City Council prior to the Parties executing any such amendment.
- b. No amendment of this Agreement shall be required in connection with the issuance of any Subsequent Approval or changes to the SCCC that Developer elects to be subject to pursuant to Section 3.2. City shall not amend or issue any Subsequent Approval unless Developer requests such an amendment or issuance from City.

11.2 Amendment of Vested Elements.

- a. City and Developer anticipate that the Project will be implemented in accordance with the Approvals, the Subsequent Approvals, the Development Plan, Mitigation Monitoring and Reporting Program, and the Conditions of Approval. The foregoing actions and other necessary or convenient implementation actions shall not require an amendment to this Agreement.
- b. The Vested Elements may, from time to time, be amended or modified, if so elected by Developer and approved by City, in compliance with procedural provisions of the zoning or other land use ordinances and regulations in effect on the date of application for amendment or modification.
- c. Upon the written request of Developer, the Director shall determine (i) whether the requested amendment or modification is minor; and (ii) whether the requested amendment or modification is consistent with this Agreement. Without limiting the generality of the foregoing, minor changes shall include lot line adjustments, reductions in the density, intensity, scale or scope of the Project, 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 configuration or location of structures or building heights that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, and minor adjustments to the Project Site diagram or Project Site legal description. If the Director finds, in his or her sole discretion, that the amendment

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is both minor and consistent with the Agreement, and will result in no new significant impacts not addressed and mitigated in the EIR, the amendment shall be determined to be an "Administrative Amendment," and the Director shall have the authority to approve the Administrative Amendment without notice and public hearing.

- d. Any request by Developer for an amendment that is determined by the Director, in his or her sole discretion, not to be an Administrative Amendment shall be processed in accordance with California Government Code section 65868 and SCCC Section 17.10.300 and subject to Section 11.1.

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.

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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 ninety (90) 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 satisfaction, that the proposed transferee has the capability to fulfill the rights and obligations of this Agreement. Within forty-five (45) 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. 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. The terms of this Agreement, the Rezoning, 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 Developer's affiliates or related entities, prior to the issuance of any Building Permits; (b) sale or lease of one or more buildings to Developer's affiliates or related entities, and (c) a loan or mortgage pertaining to the Property.
- 13.4 Release Upon Transfer. Upon the transfer, sale or assignment 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

DEVELOPMENT AGREEMENT

transferred, sold or assigned, arising subsequent to the date of City approval of such transfer, sale or assignment; 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 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 shall exempt any property transferred to a non-assuming transferee from payment of applicable fees, taxes and assessments or compliance with applicable conditions of approval.
- 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. 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

DEVELOPMENT AGREEMENT

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 Development Plan, Mitigation Monitoring and Reporting Program, and the Conditions of Approval, 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 shall 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 third-

DEVELOPMENT AGREEMENT

party 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 approval 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, Conditions of Approval (including any environmental mitigation measures) 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

DEVELOPMENT AGREEMENT

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:

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

Developer:
TOD Brokaw, LLC
c/o Edward Storm
10121 Miller Ave., Suite 200
Cupertino, CA 95014

With copy to:
David H. Blackwell, Esq.
Allen Matkins Leck Gamble Mallory & Natsis LLP
3 Embarcadero Center, 12th Floor
San Francisco, CA 94111-4074

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.

DEVELOPMENT AGREEMENT

20. NONDISCRIMINATION

- a. 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; 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. 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 or whether the requested clarification is of such a character to require an amendment of the Agreement pursuant to Section 25 hereof. The City Manager may execute any operating memoranda without City Council action.

23. LEGAL ACTIONS

- 23.1 In the event of any administrative, legal or equitable action or other proceeding instituted by any person, entity or organization (that is not a Party to this Agreement) challenging the validity of this Agreement, any Subsequent Approvals, or the sufficiency of any environmental review under CEQA ("Third Party Challenge"), the Parties shall agree to mutually cooperate with each other in the defense of any such challenge.
- 23.2 City shall tender the complete defense of any such Third Party Challenge to the Developer ("Tender"). Without limiting the defense and indemnification obligations

DEVELOPMENT AGREEMENT

contained in Section 15.8, Developer shall indemnify and hold harmless City against any and all third-party fees and costs arising out of such Third Party Challenge.

- 23.3 If City wishes to assist Developer when Developer has accepted the Tender, City may do so if City pays its own attorney fees and costs (including related court costs).
- 23.4 If any part of this Agreement (including, without limitation, any part of the Attachments thereto) or any Subsequent Approval is held by a court of competent jurisdiction to be invalid, the City shall: (1) use its best efforts to sustain and/or re-enact that part of this Agreement and/or Subsequent Approval; and (2) take all steps possible to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Agreement, and then adopting or re-enacting such part of this Agreement and/or Subsequent Approval as necessary or desirable to permit execution of this Agreement and/or Subsequent Approval.

24. NO THIRD PARTY BENEFICIARY

- 24.1 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.

25. DISPUTE RESOLUTION

- 25.1 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.
- 25.2 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.
- 25.3 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.
- 25.4 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.

26. CONSENT

- 26.1 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.

DEVELOPMENT AGREEMENT

27. COVENANT OF GOOD FAITH AND FAIR DEALING

- 27.1 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.

28. AUTHORITY TO EXECUTE

- 28.1 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.

29. COUNTERPARTS

- 29.1 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.

**CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation**

APPROVED AS TO FORM:

BRIAN DOYLE
City Attorney

ATTEST:

Nora Pimental, MMC
Assistant City Clerk

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

DEVELOPMENT AGREEMENT

TOD BROKAW, LLC
a California Limited Liability Company

By: _____
Signature of Person executing the Agreement on behalf of Developer
Name: * _____
Title: * _____
Local Address: * _____
Email Address: _____
Telephone: (*) * _____
Fax: (*) * _____

I:\PLANNING\2016\Project Files Active\PLN2016-12318 1205 Coleman Ave\DA\Development Agreement 10.10.18.doc

DEVELOPMENT AGREEMENT

**DEVELOPMENT AGREEMENT
(GATEWAY CROSSINGS)
BETWEEN
THE CITY OF SANTA CLARA,
a chartered California municipal corporation,
AND
TOD BROKAW, LLC**

EXHIBIT A

LEGAL PROPERTY DESCRIPTION

**LEGAL DESCRIPTION OF
BROKAW PARCEL
APN: 230-46-069 & 070 (2018-19)**

All that certain real property situate in the City of Santa Clara and in the City of San Jose, County of Santa Clara, State of California, being all of Lot A as described in that certain Grant Deed recorded January 19, 2011 as Document No. 21052359, Official Records of Santa Clara County, being more particularly described as follows:

Beginning at the most northerly corner of Area 1 as shown on said Grant Deed, said corner also being a point on the southwesterly line of Coleman Avenue;

Thence along said southwesterly line, North 57°34'50" West, 77.71 feet;

Thence leaving said southwesterly line, South 32°25'10" West, 1094.17 feet to a point on the southerly line of said Lot A;

Thence along said southerly line the following two (2) courses and distances:

1. North 77°23'05" West, 262.43 feet;
2. North 57°34'50" West, 660.00 feet to the southeasterly line of Brokaw Road as shown on that certain Record of Survey filed for record on January 25, 1960 in Book 116 of Maps at Page 18, Santa Clara County Records;

Thence along said southeasterly line, North 36°48'20" East, 871.45 feet to a point on the southerly line of that land as described in that certain Grant Deed recorded April 04, 1995 in Book N810, Page 1762 of Official Records of Santa Clara County;

Thence along the southerly, easterly and northerly lines of said Grant Deed the following ten (10) courses and distances:

1. Along a curve to the right having a radius of 42.00 feet, through a central angle of 55°36'50" for an arc distance of 40.77 feet;
2. South 87°34'50" East, 109.90 feet;
3. North 86°08'26" East, 18.29 feet;
4. South 87°34'50" East, 197.10 feet;
5. Along a curve to the right having a radius of 789.00 feet, through a central angle of 30°00'00" for an arc distance of 413.12 feet;
6. South 57°34'50" East, 25.65 feet;
7. North 00°05'35" West, 13.04 feet;
8. North 57°34'50" West, 18.64 feet;
9. Along a curve to the left having a radius of 800.00 feet, through a central angle of 30°00'00" for an arc distance of 418.88 feet;
10. North 87°34'50" West, 338.43 feet to a point on the westerly line of said Lot A, said point also being the most northerly corner of that land as described in that

S.C. 18,439

certain Grant Deed recorded May 09, 1968 in Book 8117, Page 389, Official
Records of Santa Clara County;

Thence along the westerly, northerly and easterly lines of said Lot A the following five
(5) courses and distances:

1. North $36^{\circ}48'20''$ East, 121.18 feet;
2. South $87^{\circ}34'50''$ East, 269.99 feet;
3. Along a curve to the right having a radius of 900.00 feet, through a central angle
of $30^{\circ}00'00''$ for an arc distance of 471.24 feet;
4. South $57^{\circ}34'50''$ East, 279.35 feet;
5. South $00^{\circ}40'47''$ East, 119.37 feet to a point on said southwesterly line of
Coleman Avenue;


Thence along said southwesterly line, North $57^{\circ}34'50''$ West, 122.56 feet to the Point of
Beginning.

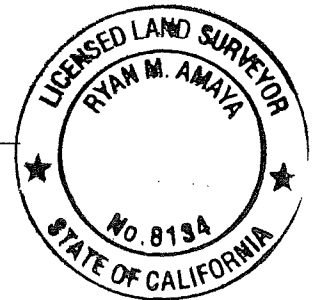
Said Parcel contains $23.836 \pm$ Acres.

As shown on Plat Attached hereto and by this reference made a part hereof.

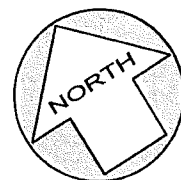
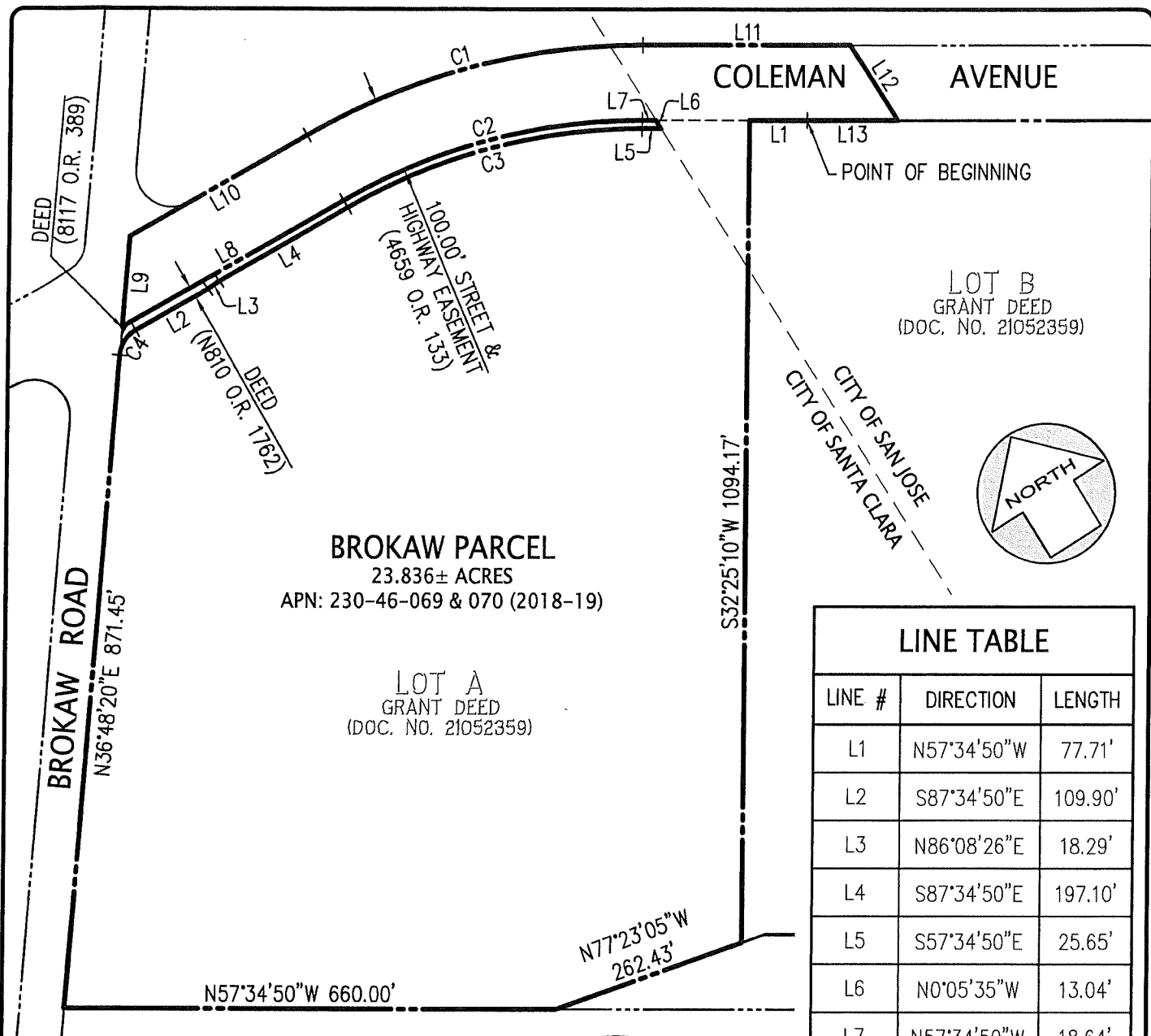
Legal Description prepared by Kier & Wright Civil Engineers and Surveyors, Inc.

8-31-18
Date


Ryan M. Amaya, L.S. 8134



S.C. 18,439



LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N57°34'50"W	77.71'
L2	S87°34'50"E	109.90'
L3	N86°08'26"E	18.29'
L4	S87°34'50"E	197.10'
L5	S57°34'50"E	25.65'
L6	N0°05'35"W	13.04'
L7	N57°34'50"W	18.64'
L8	N87°34'50"W	338.43'
L9	N36°48'20"E	121.18'
L10	S87°34'50"E	269.99'
L11	S57°34'50"E	279.35'
L12	S0°40'47"E	119.37'
L13	N57°34'50"W	122.56'

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH
C1	900.00'	30°00'00"	471.24'
C2	800.00'	30°00'00"	418.88'
C3	789.00'	30°00'00"	413.12'
C4	42.00'	55°36'50"	40.77'



0 100' 200' 400'

Scale 1" = 200'

S.C. 18,439



KIER & WRIGHT

CIVIL ENGINEERS & SURVEYORS, INC.

3350 Scott Boulevard, Building 22

Santa Clara, California 95054

www.kierwright.com

Phone (408) 727-6665

Fax (408) 727-5641

**PLAT TO ACCOMPANY
LEGAL DESCRIPTION**

**SANTA CLARA
& SAN JOSE**

CALIFORNIA

DATE 8/30/18

SCALE 1" = 200'

BY EK

JOB NO. A18034-3

SHEET 1 OF 1

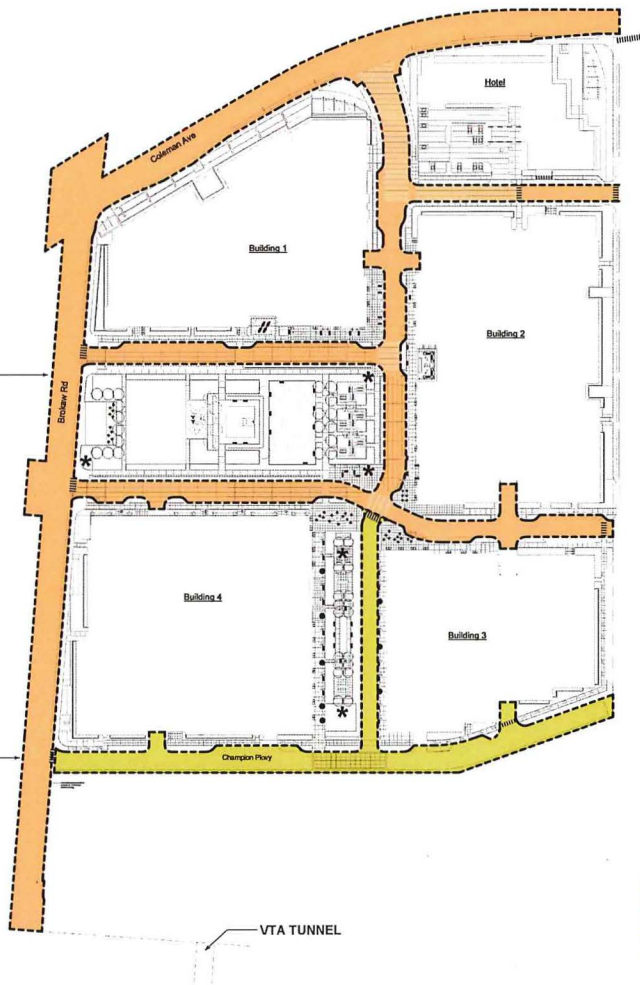
DEVELOPMENT AGREEMENT

**DEVELOPMENT AGREEMENT
(GATEWAY CROSSINGS)
BETWEEN
THE CITY OF SANTA CLARA,
a chartered California municipal corporation,
AND
TOD BROKAW, LLC**

EXHIBIT B

SELECTED PAGES OF DEVELOPMENT PLAN

SIDEWALK IMPROVEMENTS
ARE NOT INCLUDED ON THIS
SIDE OF THE STREET



- PHASE 1
- PHASE 2

HUNTER STORM

19171 Main Ave, Suite 200, Campbell, CA 95014
Phone: (408) 255-1100 Fax: (408) 996-6428

GATEWAY CROSSINGS

DATE: 06-03-2019

PROJECT #:

SCALE: 1" = 80'-0"

0 50 100

NORTH

SHEET TITLE

PHASING

PLAN -

INFRASTRUCTURE

SHEET NUMBER

SP3.03

1102 Main Street, Suite 103
Campbell, CA 95014
Tel: 408.255.1100
www.mve.com

MVE

+ PARTNERS

DEVELOPMENT AGREEMENT

**DEVELOPMENT AGREEMENT
(GATEWAY CROSSINGS)
BETWEEN
THE CITY OF SANTA CLARA,
a chartered California municipal corporation,
AND
TOD BROKAW, LLC**

EXHIBIT C

CONDITIONS OF APPROVAL

CONDITIONS OF REZONING APPROVAL

Development Plans dated 06-03-2019

In addition to complying with all applicable codes, regulations, ordinances and resolutions, the following **conditions of approval** are recommended:

GENERAL

- G1. 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.
- G2. Comply with all applicable codes, regulations, ordinances and resolutions.

ATTORNEY'S OFFICE

- A1. The Developer 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, attorneys' fees, injuries, costs, and liabilities arising 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 Developer's project.

COMMUNITY DEVELOPMENT

- C1. All development, construction and uses shall comply with all applicable codes, regulations, ordinances and resolutions that are not otherwise altered by the specific development entitlements for the Gateway Crossings Project.
- C2. It shall be the Developer's responsibility through his engineer to provide written certification that the drainage design for the subject property will prevent flood water intrusion in the event of a storm of 100-year return period. The Developer's engineer shall verify that the site will be protected from off-site water intrusion by designing the on-site grading and stormwater collection system using the 100-year hydraulic grade line elevation provided by the City's Engineering Department or the Federal Flood Insurance Rate Map, whichever is more restrictive. Said certification shall be submitted to the City Building Inspection Division prior to issuance of building permits.
- C3. The project site is located in Seismic Hazard Zone as identified by the State Geologist for potential hazards associated with liquefaction, pursuant to the Seismic Hazard Mapping Act (Div.2 Ch7.8 PRC), and the Developer shall prepare and submit a geotechnical hazards investigation report acceptable to the City of Santa Clara Building Official prior to issuance of permits.
- C4. Prior to issuance of a demolition permit, Developer shall have an asbestos survey of the proposed site performed by a certified individual. Survey results and notice of the proposed demolition are to be sent to the Bay Area Air Quality Management District (BAAQMD). No demolition shall be performed without a demolition permit and BAAQMD approval and, if necessary, proper asbestos removal.
- C5. The Developer shall submit a truck hauling route for demolition, soil, debris and material removal, and construction to the Director of Community Development for review and approval prior to the issuance of demolition and building permits.
- C6. Submit plans for final architectural review to the Planning Division for Architectural Committee review and approval prior to issuance of building permits. Said plans to include, but not be limited to: site plans, floor plans, elevations, landscaping, lighting, signage, and stormwater management plan. Projects on individual lots may be developed at up to 120 dwelling units per acre consistent with the total number of

- dwelling units approved for the entire Gateway Crossings Project. The Developer must provide third party verification of the stormwater management plan for conformance with C3 requirements as part of the architectural submittal.
- C7. Provide trash enclosure, the location and design of which shall be approved by the Director of Community Development prior to issuance of any building permits. Roofed enclosures with masonry walls and solid gates are the preferred design. All trash enclosures should be constructed to drain to the sanitary sewer.
 - C8. Submit complete landscape plans, including irrigation plan and composite utility and tree layout overlay plan, for Planning Division review and approval with installation of required landscaping prior to the issuance of occupancy and or final building permits. The landscape plan shall include type and size of proposed trees. Trees are required to be 10 feet from public water, storm and sewer facilities unless a City approved Tree Root Barrier (TRB) is used and may require the addition of super-soil where electric, water, and sewer utilities are in proximity. If a City approved TRB is used the TRB must be a minimum of 5 feet from the public water, storm and sewer facility with the tree behind the TRB, and specified on the plan.
 - C9. Landscaping installation shall meet City water conservation criteria in a manner acceptable to the Director of Community Development.
 - C10. Obtain a Site Development Permit from the City of San Jose Planning Department for the portion of the project site located in the City of San Jose for landscape improvements as part of the landscape plan for the Gateway Crossings Project, prior to issuance of building permits.
 - C11. Obtain required permits and inspections from the Building Official and comply with the conditions thereof. As this project involves land area of one acre or more, the Developer shall file a Notice of Intent (NOI) with the State Water Resources Control Board prior to issuance of any building permit for grading, or construction; a copy of the NOI shall be sent to the City Building Inspection Division. A stormwater pollution prevention plan is also required with the NOI.
 - C12. Submit as-built on-site plans prepared by a registered civil engineer showing all utilities serving the subject property.
 - C13. Project site landscaping shall be maintained in good condition throughout the life of the Project and no trees shall be removed without City review and approval. Trees permitted by the City for removal shall be replaced at a 2:1 ratio with 24-inch box specimen tree, or equal alternative and shall require Planning Division review and approval.
 - C14. Developer is responsible for collection and pick-up of all trash and debris on-site and adjacent public right-of-way.
 - C15. Construction activity further than 300 feet from any occupied residence, with the exception of pile driving, may take place at any time on any day, subject to the restrictions of SCCC Chapter 9.10 ("Regulation of Noise and Vibration"); pile driving may take place only between 7:00 a.m. to 6:00 p.m. weekdays and is not permitted on Saturdays, Sundays and State and federal holidays. Upon occupancy of residential units on the project site, construction activity not confined within a building within 300 feet of an occupied residential unit shall be limited to the hours of 7:00 a.m. to 6:00 p.m. weekdays and limited to the hours of 9:00 a.m. to 6:00 p.m. on Saturdays and prohibited on Sundays and State and federal holidays. Construction activity confined within a building within 300 feet of an occupied residential unit shall be permitted during the hours of 7:00 a.m. to 6:00 p.m. weekdays and 9:00 a.m. to 6:00 p.m. on Saturdays.
 - C16. Upon occupancy of residential units on the project site construction activity not confined within a building shall be limited to the hours of 7:00 a.m. to 6:00 p.m. weekdays and not permitted on Saturdays, Sundays and State and federal holidays for projects within 500

- feet of a residential use. Construction activity confined within a building 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 500 feet of a residential use, and prohibited on Sundays and State and federal holidays.
- C17. The project shall comply with the conditions set forth in the Development Agreement in effect between the City of Santa Clara and TOD Brokaw, LLC.
 - C18. The project shall comply with the mitigation measures and conditions identified in the Environmental Impact Report and Mitigation Monitoring and Reporting Program for the Gateway Crossings Project.
 - C19. The Developer shall comply with disability accessibility requirements of applicable State and Federal Fair Housing regulations.
 - C20. Permitted uses within the commercial space of the project shall be consistent with the Community Commercial (CC), Neighborhood Commercial (CN), and General Office (OG), with the exception of auto service uses, landscaping nurseries, mortuaries, lodges or clubs which shall be prohibited.
 - C21. The Developer is required to prepare, institute, and monitor a Transportation Demand Management (TDM) Plan to reduce vehicle miles travelled by 20 percent of which 10 percent is achieved through TDM measures. At such time that the BART is operational in Santa Clara the TDM plan must reduce vehicle miles traveled by 30 percent of which 20 percent is achieved through TDM measures. TDM measures are to include, but are not limited to providing ongoing transit passes (i.e. annual Eco Pass and/or Clipper Card) for all interested tenants of the rental units at no additional cost to the residents for transit use.
 - C22. The initial TDM plan shall be completed by a qualified (as determined by the Director of Community Development) third-party consultant prior to the issuance of an occupancy permit. Said plan shall be reviewed and approved by the Director of Community Development. Each calendar year, an annual review of the TDM plan shall be completed by a qualified third-party consultant, and the third-party consultant shall submit the TDM annual report covering the prior calendar year to the Planning Division for review and approval on or before February 28th of each year, to the satisfaction of the Director of Community Development. The Director of Community Development shall have the authority and discretion to require modification of the TDM measures as a means to achieve the identified overall trip reduction targets.
 - C23. The total parking required for the project as shown on the development plans shall incorporate 6% of the parking spaces with EV charging facilities. Nine percent (9 %) of the total parking spaces must be prewired for future electrical charging facilities.
 - C24. The developer shall incorporate additional alternative transportation features and facilities within the project site. These features and facilities must include 1) shared automobiles (e.g zip car or equivalent; 2) electrical outlets in the bicycle garage within each residential building for charging electric bikes; 3) bike share service or program; 4) corral or other designated space for powered scooter parking.
 - C25. Developer to explore increasing bicycle parking to provide additional Class I spaces beyond the currently proposed 1 space for every 3 residential units, ideally so that 1 space for every two residential units is provided. The results of this evaluation shall be provided to the Planning Division for review and consideration of implementation.
 - C26. The provision of affordable units totaling 10% of all residential units constructed shall comply with the terms including but not limited to phasing and affordability rates as specified in the development agreement.

- C27. Developer shall enter into an agreement with the city of Santa Clara to maintain the 2.1 acre neighborhood park and the approximately 0.46 acre linear park at the standard required for all parks operated and maintained by the City of Santa Clara.

ENGINEERING

- E1. Obtain site clearance through Engineering 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 Engineering 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 included within a Single Encroachment Permit issued by the City Engineering Department.
- E3. All work within City of San Jose Limit will require an encroachment permit from City of San Jose.
- E4. Submit public improvement plans prepared in accordance with City Engineering 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 subdivision map and/or issuance of building permits.
- E5. Developer is responsible for cost of relocation or modification of any public facility necessary to accommodate subject development.
- E6. Dedicate lots A, B, C, D, E, and F as public pedestrian and vehicle access easements.
- E7. Dedicate emergency vehicle access easement over neighboring property (future Champions Way) prior to issuance of building permits.
- E8. All portions of Champions Way within in the City of Santa Clara shall be dedicated as public pedestrian and vehicle access and emergency vehicle access easements by separate instrument
- E9. Existing Coleman Avenue public street easement shall be dedicated to the City in fee title by separate instrument.
- E10. Additional public street dedication required for the widening of Coleman Avenue shall be dedicated on the Subdivision Map.
- E11. File and record Subdivision Map for proposed development and pay all appropriate fees prior to Building Permit issuance. All municipalities shall be included as signatories to the Subdivision Map as required.
- E12. Obtain Council approval of a resolution ordering vacation of the portion of existing easement(s) proposed to be abandoned through Engineering Department, and pay all appropriate processing fees.
- E13. 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.
- E14. Show limits of water ponding and water daylighting for the 100-year storm event.
- E15. 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.
- E16. Sanitary sewer and storm drain mains and laterals shall be outside the drip line of mature trees or 10' clear of the tree trunk whichever is greater.
- E17. 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.
- E18. 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.
 - E19. All proposed sidewalk, walkway, and driveways shall be ADA compliant per City Standard.
 - E20. Slurry seal with digouts full width of Coleman Avenue along property frontage.
 - E21. Reconstruct full width of Brokaw Road, from Coleman Avenue to the southern terminus of Brokaw Road, with 6" AC over 16" AB or 12" Full Depth AC.
 - E22. Provide ADA walkway connecting the proposed building to the public sidewalk.
 - E23. Show and comply City's driveway Triangle of Safety (sight distance) requirement at proposed driveways and City's Intersection Visibility Obstruction Clearance (sight distance) at the southeast corner of the Brokaw Road/Coleman Avenue intersection. No trees and/or structures obstructing drivers' view are allowed in the Triangle of Safety and Corner Visibility Obstruction areas.
 - E24. Public parking cannot be counted towards on-site parking requirements.
 - E25. All proposed driveways shall be City Standard ST-8 driveways with the exception of driveways at intersections which may be City Standard ST-10.
 - E26. The driveway on Coleman south of the Brokaw Road intersection can be designed as a flared driveway to accommodate trucks.
 - E27. Brokaw Road typical midblock cross-section shall include minimum 6' wide bicycle lanes and 12' through lanes both eastbound and westbound to accommodate future shuttles/bus to the planned future BART station. Gutter pan shall not be included in the width of the bicycle lane.
 - E28. Provide a left turn lane, a shared through and left and a separate right turn lane on the eastbound and westbound Brokaw Road approaches at the intersection with Coleman Avenue. On the eastbound Brokaw Road approach provide minimum 10' wide left turn lane, 10' wide shared through and left turn lane and a 14' wide shared bicycle and right turn only lane. Provide 15' receiving lane on Brokaw Road west of Coleman Avenue. On the westbound Brokaw Road approach provide minimum 10' wide left turn lane, 10' wide shared through and left turn lane, and a minimum 11' wide right turn only lane.
 - E29. Remove existing curb ramp at southwest corner of Brokaw/Coleman along project frontage and install 2 curb ramps per City Standard ST-14.
 - E30. Provide a right-out only driveway approximately 200' west of Coleman Avenue.
 - E31. Provide a new traffic signal at the intersection of Brokaw Road/Costco Driveway/Project driveway. At this intersection, provide 6' wide bicycle lanes in both directions, minimum 12' wide eastbound and westbound through lanes and minimum 11' eastbound and westbound left turn lanes.
 - E32. Provide minimum 11' wide westbound left turn lane at driveway on the western edge of the property.
 - E33. The first un-signalized driveway on Coleman approximately 500' south of Brokaw should be signed for right out only at exit. This driveway can be designed as a flared driveway to accommodate trucks.
 - E34. Provide a second signalized full access driveway at the south edge of the project site on Coleman Avenue/Champions Way (Future Public Street). Provide a north-south on-site connection between the two Coleman Avenue driveways to allow traffic entering/exiting from the two driveways to circulate on-site.

- E35. Dedicate right-of-way along southbound Coleman to construct third southbound through lane and a bike lane. Widen Coleman Avenue along the property frontage to provide three 11' minimum wide through lanes, 12' wide center two-way left turn lane and a minimum 6' wide bicycle lane.
- E36. Provide traffic signal interconnect between the Brokaw/Coleman intersection and the new proposed traffic signal at the south edge of the Project site. Provide traffic signal interconnect to the new traffic signal at the Brokaw Road/Costco Driveway intersection.
- E37. Provide minimum 8' wide sidewalk along Brokaw Road with 5' landscape strip along Brokaw Road.
- E38. Provide minimum 8' wide sidewalk plus 6' wide landscape strip along Coleman Avenue property frontage.
- E39. Coordinate with cities of Santa Clara and San Jose on the design and construction of proposed Champions Way (new Public Street) on the eastern perimeter of the project. Provide 8' wide sidewalk and 6' wide planter strip on the new public street.
- E40. Remove existing crosswalks and restripe new crosswalks to align with the new curb ramps at the southeast corner of the intersection of Brokaw Road/Coleman Avenue.
- E41. All traffic striping, messages and symbols shall be thermoplastic.
- E42. The existing bus stop south of the intersection of Coleman Avenue/Brokaw Road shall be reconstructed just west of its current location due to the widening of Coleman Avenue. Include bus duck out, bus pad, bus shelter and bench per VTA requirements.
- E43. Reconstruct traffic signal at northwest and southwest corner of the Brokaw Road/Coleman Avenue intersection to bring signal, poles, and underground infrastructure to current ADA and City standards.
- E44. Provide move in/out loading zone on site for residents and business clients.
- E45. Provide trash loading zone on site.
- E46. The developer shall comply with the mitigations in the EIR/TIA.
- E47. Install "No Parking at Any Time" signs along the project frontage on the south side of Brokaw Road.
- E48. For the current proposed units and retail area, provide the following minimum bicycle parking spaces at the main entrance and/or high visible areas:
 - 1,600 Units: 533 Class I Bicycle spaces and 107 Class II Bicycle spaces
 - 162,000 SF/225 room Hotel: 8 Class I Bicycle spaces
 - 15,000 SF Retail area: 2 Class I Bicycle spaces and 4 Class II bicycle spaces

ELECTRICAL

- EL1. Prior to submitting any project for Electric Department review, Developer shall provide a site plan showing all existing utilities, structures, easements and trees. Developer shall also include a "Load Survey" form showing all current and proposed electric loads. A new customer with a load of 500KVA or greater or 100 residential units will have to fill out a "Service Investigation Form" and submit this form to the Electric Planning Department for review by the Electric Planning Engineer. Silicon Valley Power (SVP) will do exact design of required substructures after plans are submitted for building permits.
- EL2. The Developer shall provide and install electric facilities per Santa Clara City Code Chapter 17.15.210.
- EL3. Electric service shall be underground. See Electric Department Rules and Regulations for available services.
- EL4. 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.

- EL5. 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 SVP Standard MS-G7, Rev. 2.
- EL6. The Developer shall grant to the City, without cost, all easements and/or right-of-way necessary for serving the property of the Developer and for the installation of utilities (Santa Clara City Code Chapter 17.15.110).
- EL7. 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. 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.
- EL8. Transformer pads are required and must be installed in accordance to standard document UG1000.
- EL9. All trees, existing and proposed, shall be a minimum of 5' from any existing or proposed Electric Department facilities. Existing trees in conflict will have to be removed. Trees shall not be planted in public utility easements (PUE) or electric easements.
- EL10. Electric Load Increase fees may be applicable.
- EL11. The Developer shall provide the City, 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 City shall accept the work. Developer shall further install at his cost the service facilities, consisting of service wires, cables, conductors, and associated equipment necessary to connect a customer 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)).
- EL12. Electrical improvements (including underground electrical conduits along frontage of properties) may be required if any single non-residential private improvement valued at \$200,000 or more or any series of non-residential private improvements made within a three-year period valued at \$200,000 or more (Santa Clara City Code Title 17 Appendix A, Table III).
- EL13. 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.
- EL14. Encroachment permits will not be signed off by SVP until developers Work substructure construction drawing has been completed.
- EL15. All SVP owned equipment is to be covered by an Underground Electric Easement (UGEE). This is different than a PUE. Only publically-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.

- EL16. Proper clearance must be maintained from all SVP facilities, 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.
- EL17. Transformers and switch devices can only be located 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.
- EL18. All existing SVP facilities, on-site or off-site, are to remain unless specifically addressed by SVP personnel by separate document. It is the Developers responsibility to maintain all clearances from equipment and easements. Any relocation will be at Developers expense.
- EL19. SVP does not utilize any sub-surface (below grade) devices in its system. This includes transformers, switches, etc.
- EL20. All interior meter rooms 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.
- EL21. 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.
- EL22. Developer is advised to contact SVP to obtain specific design and utility requirements that are required for building permit review/approval submittal. Please provide a site plan to Leonard Buttitta at 408-615-6620 to facilitate plan review.
- EL23. The SVP design for this project will need to be coordinated and in sync with the Coleman Highline project which involves office buildings around Avaya Stadium but electric service point inside the City of Santa Clara right-of-way. Applicant responsible for coordinating with all other developers to resolve conflicts.
- EL24. The tree landscape area at southwest end of Building 3 will require coordination with Coleman Highline project design. The initial design of SVP system with Developers shows as being the location of customer 12 KV switchgears and SVP vaults.

WATER

- W1. The Developer shall coordinate with Mike Vasquez at (408)-615-2006 for water compliance and recycled water inquiries. The City recommends the Developer to explore using the recycled water, instead of potable water for the neighborhood park.
- W2. The Developer shall submit plans showing proposed water service and sanitary sewer for each building connected separately to a public main in the public right-of-way to the satisfaction of the Director of Water & Sewer Utilities. Additionally, different types of water use (domestic, irrigation, fire) should be served by separate water services each separately tapped at the water main.
- W3. Developer shall submit plans and profiles for the existing 10" water main abandonment and replacement with a new 12" ductile iron pipe, on Coleman Avenue east of Brokaw Road and at the intersection of Coleman Avenue and Brokaw Road, to the satisfaction of the Director of Water & Sewer Utilities. Water main shall be abandoned and replaced at Developer's expense after obtaining approval from the City's Water & Sewer Utilities Department.

- W4. If fire flow information is needed, Developer shall coordinate with Water Department at (408) 615-2000.
- W5. Upon completion of construction and prior to the City's issuance of a Certificate of Occupancy, the Developer shall provide "as built" drawings to the satisfaction of the Director of Water and Sewer Utilities.
- W6. Approved reduced pressure detector assembly device is required for the proposed fire service. The Developer shall submit plans showing existing fire service upgrade with reduced pressure detector assembly device, as per city standard 17, to the satisfaction of the Director of Water & Sewer Utilities. Note that the city standard details can be obtained from the City of Santa Clara website under Water and Sewer Utilities Technical Documents.
- W7. Fire hydrant shall be located within the landscaping area per City standard detail No. 18
- W8. Developer shall coordinate with Fire Department to submit hydraulic calculations for the sprinkler design and obtain an underground fire permit for the proposed fire service.
- W9. The Developer shall show the location of all easements. Developer shall note that a water utility easement is required for public water appurtenances installed on private property. Water easement shall not be overlapping with SVP easement. The Water easement for the water services and all other public water appurtenances shall be minimum 15' wide and be adjacent to the public right of way.
- W10. Developer shall adhere to and provide a note indicating all horizontal and vertical clearances. The Developer 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 utilities, and 5' from the edge of the propose or existing driveway. For sanitary sewer, water, and recycled water utilities, the Developer shall maintain a minimum horizontal clearance (edge to edge) of 10' from existing and proposed trees. If Developer 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).
- W11. Proposed 12" of fire/water service connected to existing 12" water main is not permitted. The Developer shall redesign and revise the drawing to show the proposed water and fire service with approved size.
- W12. Prior to the issuance of Building Permits, the Developer shall provide fixture unit counts for any water services greater than 2".
- W13. The City recommends the Developer to install sewer clean out or/and manhole at the property line.
- W14. The Developer must indicate the correct pipe material and the size of existing water and sewer main(s) on the plans.
- W15. Prior to issuance of Building Permits, the Developer shall provide the profile section details for utilities crossing water, sewer, or recycled water mains to ensure a 12" minimum vertical clearance is maintained.
- W16. Prior to issuance of Building permits, the Developer 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 conservation periods, to the satisfaction of the Director of the Water & Sewer Utilities. Decorative water features may be permanently connected to the City's recycle water supply.
- W17. Approved backflow prevention device is required on all irrigation services. Dedicated irrigation service shall be installed for irrigation purpose.

POLICE

- PD1. The property should be fenced off during demolition and construction as a safety barrier to the public and deterrent to theft and other crime.
- PD2. Address numbers of the individual residential buildings shall be clearly visible from the street and shall be a minimum of 6" in height and a color contrasting with the background material. Numbers shall be illuminated during hours of darkness. Individual apartment numbers shall be a minimum of 6" in height and a color contrasting to the background material, and either visible from the street or from the center area of the project. Where multiple units/buildings occupy the same property, unit/building addresses shall be clearly visible. A monument sign, preferably at all dedicated entrances to the property, shall be prominently displayed, showing all unit/building numbers, addresses, etc. A map is recommended for large complexes with multiple streets or walkways.
- PD3. Address numbers should be a minimum of 12" inches in height for commercial or industrial buildings. Consider illuminated numbers during the hours of darkness, and in a color that is contrasting to the background material. They shall be clearly visible from the street. Where multiple units or buildings occupy the same property, each unit/building address shall be clearly visible. A monument sign, preferably at all entrances to the property, should be prominently displayed showing all unit/building numbers, addresses, etc. A map is recommended for large complexes with multiple streets or walkways.
- PD4. In a development where there is an alley, driveway, etc. providing a rear entrance or access, the address shall be displayed to both the front and rear of the individual buildings. Where an alley, driveway, etc. provided vehicular access, address numbers shall be clearly visible from that access.
- PD5. Each distinct unit within the building shall have its address displayed on or directly above both front and rear doors.
- PD6. Landscaping should follow the National Institute of Crime Prevention standards. That standard describes bushes/shrubs not exceeding 2' in height at maturity, or maintained at that height, and the canopies of trees should not be lower than 6' in height. Hostile vegetation is encouraged along the fence and property lines and under vulnerable windows.
- PD7. 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.
- PD8. Any required enclosure fencing (trash area, utility equipment, etc.) would preferably be see-thru. If for aesthetic reasons prohibit that, the fencing should have a 6" opening along the bottom for clear visibility. Any gates or access doors to these enclosures should be locked.
- PD9. If there is outdoor seating associated with a restaurant or similar business which is near vehicle parking stalls, the outdoor space will be designed to ensure the safety of the public from possible vehicular related incidents.
- PD10. If the development includes any benches, these benches should not be longer than 5' in length, and should have arm rests at both ends. If the benches are longer than 5' in length, there should be a divider (arm rest or similar) in the middle of the bench in addition to the arm rests on both ends. This helps prevent unlawful lodging and/or

- skateboarding. Another option to benches could be cubes, knee walls, or other creative types of seating possibilities.
- PD11. The Developer should install skate stoppers on any low clearance wall of 36" in height or lower to prevent vandalism/damage to the wall from skateboarding or similar activities.
- PD12. All exterior doors should be adequately illuminated at all hours with their own light source.
- PD13. All construction of dwelling units shall conform to the requirements of the Uniform Building Security Code as adopted by the City of Santa Clara City Council.
- PD14. Consider convex mirrors for elevator cabs and at stairwell landings in order to enhance natural surveillance for the user of the elevator.
- PD15. Other line of sight obstructions (including recessed doorways, alcoves, etc.) should be avoided on building exterior walls and interior hallways.
- PD16. The Developer shall meet the City of Santa Clara's guidelines established for radio signal penetration, detailed in the Communications Department's Public Safety Radio System Building Penetration Guidelines. The intended use of telecommunications sites shall be clearly and accurately stated in the use permit. The signal, of whatever nature, of any communications facility or system, shall in no way whatsoever interfere with or affect any police communication or police communication system.
- PD17. Public Safety Radio Systems Penetration Guidelines have been established by the city of Santa Clara Communications Department for radio signal penetration during emergencies. The Developer is advised that the project may be required to install equipment for adequate radio coverage for the City Of Santa Clara Radio communications System, including but not limited to Police & Fire emergency services. The Developer should contact the director of communications at (408) 615-5571 for high rises.
- PD18. When in the opinion of the fire code official, a new structure obstructs the line of sight of emergency radio communications to existing buildings or to any other locations, the Developer of the structure shall provide and install the radio retransmission equipment necessary to restore communications capabilities. The equipment shall be located in an approved space or area within the new structure.
- PD19. The parking structure/site should be equipped with a centrally located emergency panic alarm system that reports to a central office. If more than one button/call station is installed, the emergency system should always be in visual distance from another emergency call station. There should not be more than 300' separating each call station, which is the current industry standard.
- PD20. "White" light meeting the IES standard should be considered. There should be no "dark" areas inside the structure.
- PD21. The interior of the parking structure should be painted a light, highly reflective color. This increases the natural lighting available and can help prevent dark areas that attract criminal activity.
- PD22. All entrances to the parking areas (structure, surface, subterranean, etc.) shall be posted with appropriate signage to discourage trespassing, unauthorized parking, etc. (See California Vehicle Code section 22658(a) for guidance).
- PD23. Alcoves and other visual obstructions that might constitute a hiding place should be eliminated whenever structurally possible. Pillars, columns, and other open construction should be considered over a solid wall design.
- PD24. Consider storage, maintenance, and trash rooms within the parking garage having doors which cannot be locked from the inside and that close and lock quickly and automatically upon exit.

PD25. A Coded Entry System is required for police access to enclosed parking lots and gated communities. This can be accomplished with a coded key pad system or the Police Department Knox Box key system. We understand security is a prime concern for the tenants of the project, which necessitates some sort of secure building and admittance process. By having either of these secure access systems for law enforcement, it will allow us to better respond to emergency situations should they arise in the development. Examples of these systems can be reviewed at the following projects:

2585 El Camino Real (Coded key pad access)

3555 Monroe Street (Knox box key access)

The following sections are in reference for the proposed hotel on this site:

PD26. Developer shall contact the Santa Clara Police Department 'Intelligence' unit (408-615-4849) for Alcohol Beverage Control (ABC) licensing review.

PD27. The business shall undergo a 6 month and 1 year review, including a check for ABC violations and police service calls.

PD28. All business or commercial establishments, of whatever nature, should have a comprehensive internal security plan, tailored to the specific use. This should include, but not limited to, employee security during working hours, after hours security, disaster preparation, etc. For retail uses, especially where there is cash on hand, robbery and cash security protocols should be established. Developers are encouraged to contact the Santa Clara Police Department's Community Services Unit (408-615-4859) for assistance.

PD29. All business or commercial establishments, of whatever nature, should have an electronic intruder alarm system installed. The system should cover the interior and perimeter of structures determined to be a value target. Also, consideration should be given to exterior areas that are or contain value targets, such as a product display lot, company vehicle parking area, etc.

PD30. The installation and use of interior and exterior security cameras and recording devices is highly encouraged.

FIRE

- F1. Prior to Building Permit issuance, the Alternative Materials and Methods (AM&M) application committing to the following shall be submitted and approved:
- Firefighter air replenishment systems installed within the high-rise hotel.
 - A security system workstation shall be installed within the Fire Command Center serving the hotel.
 - Standpipe connection spacing in the parking garage shall be reduced to 100' to 130' maximum depending on final design for the hotel.
 - Fire service elevators shall be installed within all building (entire project).
 - An additional rated stairwell to the roof with penthouse (entire project).
 - Fire sprinkler density increased .05-gpm per square foot above base NFPA base design (entire project). The fire sprinkler design shall utilize the Density/Area method outlined in NFPA 13 for the entire project.
 - All buildings shall be equipped with emergency voice evacuation alarm system without egress width reduction.
 - Fire-flow reduction for fire sprinklers is reduced to 50% maximum (entire project).
- F2. Prior to Building Permit issuance, written documentation that the minimum required fire-flow for the largest building onsite based on the construction type and square footage in accordance with the California Fire Code is required to be submitted. As noted above, a maximum reduction of 50% in fire-flow is allowed with the installation of automatic fire sprinkler systems.

- F3. Prior to Building Permit Issuance, construction documents for the proposed underground fire protection infrastructure, hydraulic calculations, material data submittal, number, location and distribution of fire hydrants for the building(s) based on the California Fire Code. The required number of fire hydrants shall be based on the fire-flow before the 50% reduction.
- F4. Prior to Building Permit Issuance, construction documents for proposed fire apparatus access shall be submitted addressing the following, unless adequately addressed under an AM&M:
- a. Fire apparatus access roadways shall be provided so the exterior walls of the first story of the building(s) are located no more than 150' from fire apparatus access as measured by an approved route around the exterior.
 - b. Fire apparatus access roadways shall have a "minimum" width of a fire apparatus access roadway for Engines is 20'. The "minimum" width of roadways for aerial apparatus is 26'.
 - c. Aerial access roadways shall be located a minimum of 15' and a maximum of 30' from the protected building, and positioned parallel to one entire sides of the building. The side of the building shall be approved.
 - d. Fire access roadways shall have a "minimum" unobstructed vertical clearance of not less than 13'6" inches. Aerial apparatus access roads may require additional vertical clearance.
 - e. Fire apparatus access roadways shall support a gross vehicle weight of 75,000-pounds.
 - f. Fire apparatus access roadways shall have a "minimum" inside turning radius of 36' or greater.
 - g. Dead-end fire apparatus access roadways in excess of 150' in length shall be provided with "approved" turning around(s).
 - h. Two separate and approved fire apparatus access roadways to the site are required. Roadways shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.
 - i. Traffic calming devices are not permitted on any designated fire access roadway, unless approved.
- F5. Prior to Building Permit issuance, the infrastructure necessary for the installation of an emergency responder's radio system is required to be incorporated into the design documents, including, but not limited to rated rooms, shafts, etc.).
- F6. Prior to the Start of Construction, fire protection water supplies shall be installed and made serviceable prior to combustible materials being moved onsite.
- F7. During the course of construction, safety protocols, standard operating procedures, and guidelines outlined within the Environmental Impact Report shall be followed, unless deviations are approved by the oversight agency.

STREETS

- ST1. Prior to City's issuance of Building or Grading Permits, the Developer shall develop a Final Stormwater Management Plan and update the SCVURPPP C.3 Data Form.
- ST2. The Final Stormwater Management Plan and all associated calculations shall be reviewed and certified by a qualified third-party consultant from the SCVURPPP List of Qualified Consultants, and a third party review letter shall be submitted with the Plan.
- ST3. For projects that disturb a land area of one acre or more, the Developer shall file a Notice of Intent (NOI) with the State Water Resources Control Board for coverage under the State Construction General Permit (Order No. 2009-0009-DWQ) prior to issuance of
- Gateway Crossings Project Conditions of Rezoning Approval

- any building permit for grading or construction. A copy of the NOI shall be submitted to the City Building Inspection Division, along with a stormwater pollution prevention plan (SWPPP). Active projects covered under the Construction General Permit will be inspected by the City once per month during the wet season (October – April).
- ST4. The Developer shall incorporate Best Management Practices (BMPs) into construction plans and incorporate post-construction water runoff measures into project plans in accordance with the City's Urban Runoff Pollution Prevention Program standards prior to the issuance of Building or Grading Permits. Proposed BMPs shall be submitted to and thereafter reviewed by the Planning Division and the Building Inspection Division for incorporation into construction drawings and specifications.
- ST5. During the construction phase, all stormwater control measures shall be inspected for conformance to approved plans by a qualified third-party consultant from the SCVURPPP List of Qualified Consultants, and a third-party inspection letter shall be submitted to the Public Works Department, Street Maintenance Division. Building occupancy will not be issued until all stormwater treatment measures have been adequately inspected. For more information contact Street Maintenance at (408) 615-3080.
- ST6. The property owner shall enter into an Inspection and Maintenance (I&M) Agreement with the City for all installed stormwater treatment measures in perpetuity. Developers should contact Karin Hickey at (408) 615-3097 or KaHickey@santaclaraca.gov for assistance completing the Agreement. For more information and to download the most recent version of the I&M Agreement, visit the City's stormwater resources website at <http://santaclaraca.gov/government/departments/public-works/environmental-programs/urban-runoff-pollution-prevention/stormwater-resources>.
- ST7. Developer shall install an appropriate stormwater pollution prevention message such as "No Dumping – Flows to Bay" on any storm drains located on private property.
- ST8. Interior floor drains shall be plumbed to the sanitary sewer system and not connected to the City's storm drain system.
- ST9. Floor drains within trash enclosures shall be plumbed to the sanitary sewer system and not connected to the City's storm drain system.
- ST10. 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.
- ST11. Any site design measures used to reduce the size of stormwater treatment measures shall not be removed from the project without the corresponding resizing of the stormwater treatment measures and an amendment of the property's I&M Agreement.
- ST12. Decorative and recreational water features such as fountains, pools, and ponds shall be designed and constructed to drain to the sanitary sewer system only.
- ST13. For projects that involve construction, demolition or renovation of 5,000 square feet or more, the Developer shall comply with City Code Section 8.25.285 and recycle or divert at least fifty percent (50%) 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 Developer has submitted a construction and demolition debris materials check-off list. Developer shall create a Waste Management Plan and submit a Construction and Demolition Debris Recycling Report through the City's online tracking tool at <http://santaclara.wastetracking.com/>.
- ST14. For projects that involve a Rezoning, the Developer 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 Developer may be required to use the City's exclusive franchise hauler and rate structure for solid waste services.

- ST15. The Developer shall provide a site plan showing all proposed locations of solid waste containers, enclosure locations, and street/alley widths to the Public Works Department, Street Maintenance Division. All plans shall comply with the City's Development Guidelines for Solid Waste Services as specified by development type. Contact the Street Maintenance Division at (408) 615-3080 for more information.
- ST16. Pre-treatment devices and tallow bins shall be installed at all food establishments. Tallow bins shall be placed within a trash enclosure when possible. If enclosure is not sized to accommodate the tallow bin(s), a separate dedicated enclosure with drainage to the sanitary sewer system shall be provided.

PARKS AND RECREATION

- PR1. The project will generate an estimated 3,584 residents. Based on the Mitigation Fee Act standard of 2.53 acres/1,000 residents, the amount of public parkland required for this project to mitigate the impact of the new resident demand is 9.0675 acres. The equivalent fee due in lieu of parkland dedication is \$33,610,661. Developer shall be obligated to provide parkland, pay a fee in lieu thereof, or a combination of such dedication and fee, at the discretion of the City, pursuant to Chapter 17.35 of the City Code.
- PR2. Any parkland dedicated to the City shall be dedicated or otherwise conveyed (i) free and clear of any liens unacceptable to the City, and (ii) in a condition free of any toxic materials.
- PR3. Developer shall execute a separate park maintenance agreement with the City, which commits Developer to maintaining the park improvements, including landscaping and park amenities, within the parkland dedication area; indemnifies the City with respect to such maintenance; and subject to standard City insurance requirements, for the life of the Project.
- PR4. A public access easement shall be required on all private streets to provide public access to the public park.
- PR5. 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. Park acreage to be recalculated by Developer and private, on-site recreational areas have not been validated to verify acreage and in-lieu fees.
- PR6. 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 230 studio units, 633 one-bedroom units, 127 one-bedroom plus den units, 562 two-bedroom units and 48 two-bedroom plus den units for a total DUT of \$27,050.
- PR7. Calculations may change if the number of units changes, if any areas do not conform to the Ordinance and City Code Chapter 17.35, if the fee schedule for new residential development fees due in lieu of parkland dedication changes before this Project is deemed complete by Planning, and/or if City Council makes any changes.

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CONDITIONS OF VESTING TENTATIVE SUBDIVISION MAP APPROVAL

Project Plans Received on 06-19-2019

In addition to complying with all applicable codes, regulations, ordinances and resolutions, the following **conditions of approval** are recommended:

GENERAL

- G1. 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.
- G2. Comply with all applicable codes, regulations, ordinances and resolutions.

ATTORNEY'S OFFICE

- A1. The Developer 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, attorneys' fees, injuries, costs, and liabilities arising 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 Developer's project.

COMMUNITY DEVELOPMENT

- C1. The project shall comply with the conditions set forth in the Development Agreement in effect between the City of Santa Clara and TOD Brokaw, LLC.
- C2. The project shall comply with the mitigation measures and conditions identified in the Environmental Impact Report and Mitigation Monitoring and Reporting Program for the Gateway Crossings Project.
- C3. Obtain a Site Development Permit from the City of San Jose Planning Department for the portion of the project site located in the City of San Jose for landscape improvements as part of the landscape plan for the Gateway Crossings Project, prior to issuance of building permits.
- C4. Obtain City approval for name of private street(s) prior to Final Map approval.
- C5. Developer shall submit to the City Covenants, Conditions and Restrictions (CC&Rs) or equivalent instrument assigning and governing perpetual maintenance of the private street in good condition for the life of the Project, prior to issuance of building permits. Said document shall be recorded along with the Title for each property with the Santa Clara County Recorder's Office.

ENGINEERING

- E1. Obtain site clearance through Engineering 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 Engineering 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 included within a Single Encroachment Permit issued by the City Engineering Department.
- E3. All work within City of San Jose Limit will require an encroachment permit from City of San Jose.
- E4. Submit public improvement plans prepared in accordance with City Engineering 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 subdivision map and/or issuance of building permits.

- E5. Developer is responsible for cost of relocation or modification of any public facility necessary to accommodate subject development.
- E6. Dedicate lots A, B, C, D, E, and F as public pedestrian and vehicle access easements.
- E7. Dedicate emergency vehicle access easement over neighboring property (future Champions Way) prior to issuance of building permits.
- E8. All portions of Champions Way within in the City of Santa Clara shall be dedicated as public pedestrian and vehicle access and emergency vehicle access easements by separate instrument.
- E9. Existing Coleman Avenue public street easement shall be dedicated to the City in fee title by separate instrument.
- E10. Dedicate all required easements on Subdivision Map or via separate instrument, as determined by the City.
- E11. Additional public street dedication required for the widening of Coleman Avenue shall be dedicated on the Subdivision Map.
- E12. File and record Subdivision Map for proposed development and pay all appropriate fees prior to Building Permit issuance. All municipalities shall be included as signatories to the Subdivision Map as required.
- E13. Obtain Council approval of a resolution ordering vacation of the portion of existing easement(s) proposed to be abandoned through Engineering Department, and pay all appropriate processing fees.
- E14. Show limits of water ponding and water daylighting for the 100-year storm event.
- E15. 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.
- E16. Sanitary sewer and storm drain mains and laterals shall be outside the drip line of mature trees or 10' clear of the tree trunk whichever is greater.
- E17. 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.
- E18. 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.
- E19. All proposed sidewalk, walkway, and driveways shall be ADA compliant per City Standard.
- E20. Slurry seal with digouts full width of Coleman Avenue along property frontage.
- E21. Reconstruct full width of Brokaw Road, from Coleman Avenue to the southern terminus of Brokaw Road, with 6" AC over 16" AB or 12" Full Depth AC.
- E22. Show and comply City's driveway Triangle of Safety (sight distance) requirement at proposed driveways and City's Intersection Visibility Obstruction Clearance (sight distance) at the southeast corner of the Brokaw Road/Coleman Avenue intersection. No trees and/or structures obstructing drivers' view are allowed in the Triangle of Safety and Corner Visibility Obstruction areas.
- E23. Public parking cannot be counted towards on-site parking requirements.
- E24. All proposed driveways shall be City Standard ST-8 driveways with the exception of driveways at intersections which may be City Standard ST-10.
- E25. The driveway on Coleman south of the Brokaw Road intersection can be designed as a flared driveway to accommodate trucks.

- E26. Brokaw Road typical midblock cross-section shall include minimum 6' wide bicycle lanes and 12' through lanes both eastbound and westbound to accommodate future shuttles/bus to the planned future BART station. Gutter pan shall not be included in the width of the bicycle lane.
- E27. Provide a left turn lane, a shared through and left and a separate right turn lane on the eastbound and westbound Brokaw Road approaches at the intersection with Coleman Avenue. On the eastbound Brokaw Road approach provide minimum 10' wide left turn lane, 10' wide shared through and left turn lane and a 14' wide shared bicycle and right turn only lane. Provide 15' receiving lane on Brokaw Road west of Coleman Avenue. On the westbound Brokaw Road approach provide minimum 10' wide left turn lane, 10' wide shared through and left turn lane, and a minimum 11' wide right turn only lane.
- E28. Remove existing curb ramp at southwest corner of Brokaw/Coleman along project frontage and install 2 curb ramps per City Standard ST-14.
- E29. Provide a right-out only driveway approximately 200' west of Coleman Avenue.
- E30. Provide a new traffic signal at the intersection of Brokaw Road/Costco Driveway/Project driveway. At this intersection, provide 6' wide bicycle lanes in both directions, minimum 12' wide eastbound and westbound through lanes and minimum 11' eastbound and westbound left turn lanes.
- E31. Provide minimum 11' wide westbound left turn lane at driveway on the western edge of the property.
- E32. The first un-signalized driveway on Coleman approximately 500' south of Brokaw should be signed for right out only at exit. This driveway can be designed as a flared driveway to accommodate trucks.
- E33. Provide a second signalized full access driveway at the south edge of the project site on Coleman Avenue/Champions Way (Future Street). Provide a north-south on-site connection between the two Coleman Avenue driveways to allow traffic entering/exiting from the two driveways to circulate on-site.
- E34. Dedicate right-of-way along southbound Coleman to construct third southbound through lane and a bike lane. Widen Coleman Avenue along the property frontage to provide three 11' minimum wide through lanes, 12' wide center two-way left turn lane and a minimum 6' wide bicycle lane.
- E35. Provide traffic signal interconnect between the Brokaw/Coleman intersection and the new proposed traffic signal at the south edge of the Project site. Provide traffic signal interconnect to the new traffic signal at the Brokaw Road/Costco Driveway intersection.
- E36. Provide minimum 8' wide sidewalk along Brokaw Road with 5' landscape strip along Brokaw Road.
- E37. Provide minimum 8' wide sidewalk plus 6' wide landscape strip along Coleman Avenue property frontage.
- E38. Coordinate with cities of Santa Clara and San Jose on the design and construction of proposed Champions Way (Future Street) on the eastern perimeter of the project. Provide 8' wide sidewalk and 6' wide planter strip on the future street.
- E39. Remove existing crosswalks and restripe new crosswalks to align with the new curb ramps at the southeast corner of the intersection of Brokaw Road/Coleman Avenue.
- E40. All traffic striping, messages and symbols shall be thermoplastic.
- E41. The existing bus stop south of the intersection of Coleman Avenue/Brokaw Road shall be reconstructed just west of its current location due to the widening of Coleman Avenue. Include bus duck out, bus pad, bus shelter and bench per VTA requirements.
- E42. Reconstruct traffic signal at northwest and southwest corner of the Brokaw Road/Coleman Avenue intersection to bring signal, poles, and underground infrastructure to current ADA and City standards.
- E43. The developer shall comply with the mitigations in the EIR/TIA.

E44. Install "No Parking at Any Time" signs along the project frontage on the south side of Brokaw Road.

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DEVELOPMENT AGREEMENT

**DEVELOPMENT AGREEMENT
(GATEWAY CROSSINGS)
BETWEEN
THE CITY OF SANTA CLARA,
a chartered California municipal corporation,
AND
TOD BROKAW, LLC**

EXHIBIT D

MITIGATION MONITORING AND REPORTING PROGRAM

DRAFT
MITIGATION MONITORING AND REPORTING PROGRAM

Gateway Crossings

CITY OF SANTA CLARA

July 2019

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 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.

On July 9, 2019, the City Council certified the Environmental Impact Report (EIR) for the Gateway Crossings project. The Final EIR concluded that the 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 Mitigation Monitoring or Reporting Program addresses those measures in terms of how and when they will be implemented.

This document does *not* discuss those subjects for which the EIR concluded that mitigation measures would not be required to reduce significant impacts.

MITIGATION MONITORING OR REPORTING PROGRAM GATEWAY CROSSINGS (FINAL PROJECT)				
Impacts	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
Air Quality				
Impact AIR-1: The project would result in significant construction air pollutant emissions without the implementation of BAAQMD's standard construction BMPs.	MM AIR-1.1: During any construction period ground disturbance, the applicant shall ensure that the project contractor implements the following BAAQMD BMPs: <ul style="list-style-type: none"> • All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day. • All haul trucks transporting soil, sand, or other loose material off-site 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. • 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. • Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five minutes. Clear signage shall be provided for construction workers at all access points. • 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. • Post a publicly visible sign with the telephone number and person to contact at the construction firm regarding dust 	During all phases of construction period	Project applicant and contractors	Director of Community Development

**MITIGATION MONITORING OR REPORTING PROGRAM
GATEWAY CROSSINGS (FINAL PROJECT)**

Impacts	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
	<p>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.</p> <p>MM AIR-1.2: The project shall develop a plan demonstrating that the off-road equipment used on-site to construct the project would achieve a fleet-wide average 92 percent reduction in PM₁₀ exhaust emissions or more. The plan shall include, but is not limited to, one or more of the following:</p> <ul style="list-style-type: none"> • All mobile diesel-powered off-road equipment larger than 25 horsepower and operating on the site for more than two days continuously shall meet, at a minimum, USEPA particulate matter emissions standards for Tier 4 engines or equivalent and include the use of equipment that includes CARB-certified Level 3 Diesel Particulate Filters. • Use of alternatively-fueled equipment (i.e., non-diesel), such as electric, biodiesel, or liquefied petroleum gas for example, would meet this requirement. <p>Other measures may be the use of added exhaust devices, or a combination of measures, provided that these measures are approved by the City and demonstrated to reduce community risk impacts to less than significant.</p>			
<p>Impact AIR-2: The operation of the project would result in significant operational ROG emissions.</p>	<p>MM AIR-2.1: The project shall develop and implement a Transportation Demand Management (TDM) plan that would reduce vehicle trips by 20 percent, half of which (a 10 percent reduction) shall be achieved with TDM measures.</p>	<p>Develop the TDM plan prior to issuance of occupancy permits; implement the TDM plan during project operations</p>	<p>Project applicant</p>	<p>Director of Community Development</p>

**MITIGATION MONITORING OR REPORTING PROGRAM
GATEWAY CROSSINGS (FINAL PROJECT)**

Impacts	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
	<p>MM AIR-2.2: The project shall use low volatile organic compound or VOC (i.e., ROG) coating, that are below current BAAQMD requirements (i.e., Regulation 8, Rule 3: Architectural Coatings), for at least 50 percent of all residential and nonresidential interior and exterior paints. This includes all architectural coatings applied during both construction and reapplications throughout the project's operational lifetime. At least 50 percent of coatings applied must meet a "super-compliant" VOC standard of less than 10 grams of VOC per liter of paint. For reapplication of coatings during the project's operational lifetime, the Declaration of Covenants, Conditions, and Restrictions shall contain a stipulation for low VOC coatings to be used.</p>	During all phases of construction	Project applicant and contractors	Director of Community Development
Biology				
<p>Impact BIO-1: Project construction could impact nesting birds on or adjacent to the site, if present.</p>	<p>MM BIO-1.1: Construction shall be scheduled to avoid the nesting season to the extent feasible. The nesting season for most birds, including most raptors, in the San Francisco Bay Area extends from February 1 through August 31.</p> <p>If it is not possible to schedule construction and tree removal between September and January, then pre-construction surveys for nesting birds shall be completed by a qualified ornithologist to ensure that no nests shall be disturbed during project implementation. This survey shall be completed no more than 14 days prior to the initiation of grading, tree removal, or other demolition or construction activities during the early part of the breeding season (February through April) and no more than 30 days prior to the initiation of these activities during the late part of the breeding season (May through August).</p> <p>During this survey, the ornithologist shall inspect all trees and other possible nesting habitats within and immediately adjacent to</p>	<p>During construction, if feasible.</p> <p>If construction activities are initiated between February and April, conduct the pre-construction survey no more than 14 days prior to construction activities. If construction activities are initiated between</p>	<p>Project applicant</p> <p>Project applicant</p>	<p>Director of Community Development</p> <p>Director of Community Development</p>

**MITIGATION MONITORING OR REPORTING PROGRAM
GATEWAY CROSSINGS (FINAL PROJECT)**

Impacts	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
	<p>the construction area for nests. If an active nest is found sufficiently close to work areas to be disturbed by construction, the ornithologist, in consultation with CDFW, shall determine the extent of a construction-free buffer zone to be established around the nest to ensure that nests of bird species protected by the MBTA or Fish and Game code shall not be disturbed during project construction.</p> <p>A final report of nesting birds, including any protection measures, shall be submitted to the Director of Community Development prior to the start of grading or tree removal.</p>	<p>May and August, conduct preconstruction surveys no more than 30 days prior to construction activities.</p> <p>Prior to start of grading or tree removal</p>	<p>Project applicant</p>	<p>Director of Community Development</p>
Cultural Resources				
<p>Impact CUL-1: Unknown buried archaeological resources could be impacted during project construction.</p>	<p>MM CUL-1.1: Archaeological monitoring by a qualified prehistoric archaeologist shall be completed during soil remediation and presence/absence exploration with a backhoe shall be completed where safe, undisturbed, and possible prior to construction activities. If any potentially CRHR eligible resources are identified, they should be briefly documented, photographed, mapped, and tarped before the area is backfilled. If resources are identified, a research design and treatment plan shall be completed and implemented by the archaeologist and shall include hand excavating the feature(s) or deposits prior to building construction.</p> <p>MM CUL-1.2: As part of the safety meeting on the first day of construction/ground disturbing activities, the Archaeological Monitor shall brief construction workers on the role and responsibility of the Archaeological Monitor and procedures to follow in the event cultural resources are discovered. The prime construction contractor and any other subcontractors shall be informed of the legal and/or regulatory implications of knowingly destroying cultural resources or removing artifacts, human remains, and other cultural materials from the study area. The</p>	<p>During soil remediation</p> <p>Prior to start of construction activities</p>	<p>Project applicant</p> <p>Project applicant</p>	<p>Director of Community Development</p> <p>Director of Community Development</p>

**MITIGATION MONITORING OR REPORTING PROGRAM
GATEWAY CROSSINGS (FINAL PROJECT)**

Impacts	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
	<p>archaeological monitor has the authority to stop or redirect construction/remediation work to other locations to explore for potential features.</p> <p>MM CUL-1.3: In the event that human remains are discovered during excavation and/or grading of the site, all activity within a 50-foot radius of the find shall be stopped. The Santa Clara County Coroner shall be notified and shall make a determination as to whether the remains are of Native American origin or whether an investigation into the cause of death is required. If the remains are determined to be Native American, the Coroner shall notify the Native American Heritage Commission (NAHC) immediately. Once NAHC identifies the most likely descendants, the descendants will make recommendations regarding proper burial, which will be implemented in accordance with Section 15064.5(e) of the CEQA Guidelines.</p>	At the time a discovery is made	Project applicant	Director of Community Development
Greenhouse Gas Emissions				
Impact GHG-2: The project would result in significant GHG emissions.	See mitigation measure MM AIR-2.1			
Hazards and Hazardous Materials				
Impact HAZ-1: Construction workers, future occupants, and the surrounding environment could be exposed to contaminated soils and subject to soil vapor intrusion.	MM HAZ-1.1: The project shall develop and implement a Site Management Plan (SMP) that outlines the measures required to mitigate potential risks (including soil vapor intrusion) to construction workers, future occupants, and the environment from potential exposure to hazardous substances that may be encountered during soil intrusive or construction activities on-site. As part of the SMP, the requirements of a worker health and safety plan shall be outlined to address potential hazards to construction workers and off-site receptors that may result from construction	Develop the SMP prior to the start of construction activities and submit the SMP to the City and RWQCB for approval prior to the start of	Project applicant and contractors	Director of Community Development, Regional Water Quality Control Board, and Santa Clara Valley Water District

**MITIGATION MONITORING OR REPORTING PROGRAM
GATEWAY CROSSINGS (FINAL PROJECT)**

Impacts	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
	<p>activities. Each contractor shall be required to develop their own site-specific health and safety plan to protect their workers.</p> <p>The SMP prepared as stipulated above was submitted and approved by RWQCB in May 2016. This approved SMP was submitted to the City and a copy is included in Appendix E of this EIR.</p>	<p>construction activities.</p> <p>Implement the SMP during construction activities</p>		
Noise and Vibration				
Impact NOI-1: Future residents would be exposed to exterior noises from aircraft above the City's exterior land use compatibility goal of 55 dBA CNEL.	MM NOI-1.1: Potential residents and buyers shall be provided with a real estate disclosure statement and buyer deed notices which would offer comprehensive information about the noise environment of the project site.	At the time of sale/lease of the residential units	Project applicant	Director of Community Development
Impact NOI-2: Existing land uses in the project vicinity would be exposed to an increase in ambient noise levels due to project construction activities.	<p>In addition to adhering to the City Code for construction hours, the project proposes to implement the following standard construction noise control measures:</p> <p>MM NOI-2-1: Develop a construction noise control plan, including, but not limited to, the following available controls:</p> <ul style="list-style-type: none"> Construct temporary noise barriers, where feasible, to screen stationary noise-generating equipment. Temporary noise barrier fences would provide a five dBA noise reduction if the noise barrier interrupts the line-of-sight between the noise source and receiver and if the barrier is constructed in a manner that eliminates any cracks or gaps. Equip all internal combustion engine-driven equipment with intake and exhaust mufflers that are in good condition and appropriate for the equipment. 	Develop a construction noise control plan prior to issuance of grading permits. Implement the construction noise control plan during construction activities.	Project applicant and contractors	Director of Community Development

**MITIGATION MONITORING OR REPORTING PROGRAM
GATEWAY CROSSINGS (FINAL PROJECT)**

Impacts	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
	<ul style="list-style-type: none"> • Unnecessary idling of internal combustion engines shall be strictly prohibited (i.e., no more than two minutes in duration) • Locate stationary noise-generating equipment, such as air compressors or portable power generators, as far as possible from sensitive receptors as feasible. If they must be located near receptors, adequate muffling (with enclosures where feasible and appropriate) shall be used to reduce noise levels at the adjacent sensitive receptors. Any enclosure openings or venting shall face away from sensitive receptors. • Utilize “quiet” air compressors and other stationary noise sources where technology exists. • Construction staging areas shall be established at locations that would create the greatest distance between the construction-related noise sources and noise-sensitive receptors nearest the project site during all project construction. • Locate material stockpiles, as well as maintenance/equipment staging and parking areas, as far as feasible from commercial (and proposed residential) receptors. • Control noise from construction workers’ radios to a point where they are not audible at land uses bordering the project site. • The contractor shall prepare a detailed construction schedule for major noise-generating construction activities. The construction plan shall identify a procedure for coordination with adjacent land uses so that construction activities can be scheduled to minimize noise disturbance. • Designate a “disturbance coordinator” who would be responsible for responding to any complaints about construction noise. The disturbance coordinator shall determine the cause of the noise complaint (e.g., bad muffler, etc.) and require that reasonable measures be implemented to correct the problem. Conspicuously post a telephone number 			

**MITIGATION MONITORING OR REPORTING PROGRAM
GATEWAY CROSSINGS (FINAL PROJECT)**

Impacts	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
	for the disturbance coordinator at the construction site and include in it the notice sent to neighbors regarding the construction schedule.			
Impact NOI-3: On-site mechanical equipment (including the backup generator) would exceed on and off-site noise limits identified in the City Code.	MM NOI-3.1: Mechanical equipment shall be selected and designed to meet the City's noise level requirements. A qualified acoustical consultant shall be retained to review mechanical noise as these systems are selected to determine specific noise reduction measures necessary to reduce noise to comply with the City's noise level requirements. Noise reduction measures could include, but are not limited to, selection of equipment that emits low noise levels, installation of muffles or sound attenuators, and/or installation of noise barriers such as enclosures and parapet walls to block the line-of-sight between the noise source and the nearest receptors. Alternate measures may include locating equipment in less noise-sensitive areas, where feasible.	During the final design phase	Project applicant	Director of Community Development
Transportation/Traffic				
Impact TRAN-1: The project would have a significant impact under existing plus project conditions at the following two intersections: 1. Coleman Avenue/Brokaw Road (City of Santa Clara) and 6. De La Cruz Boulevard/Central Expressway (City of Santa Clara/CMP).	MM TRAN-1.1: 1. Coleman Avenue/Brokaw Road (City of Santa Clara) – This intersection is under the jurisdiction of the City of Santa Clara. The improvement includes changing the signal for Brokaw Road (the east and west legs of this intersection) from protected left-turn phasing to split phase, adding a shared through/left turn lane to the east and west approaches within the existing right-of-way, changing the existing shared through/right-turn lanes to right-turn only lanes on the east and west approaches, changing the eastbound right-turn coding from “include” to “overlap” indicating that eastbound right turns would be able to turn right on red, prohibiting U-turns on northbound Coleman Avenue, and adding a third southbound through lane on Coleman Avenue, and restriping to provide exclusive southbound through and right turn lanes.	Prior to issuance of occupancy permits	Project applicant	Director of Community Development

**MITIGATION MONITORING OR REPORTING PROGRAM
GATEWAY CROSSINGS (FINAL PROJECT)**

Impacts	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
	<p>MM TRAN-1.2: 6. De La Cruz Boulevard/Central Expressway (City of Santa Clara/CMP) – This intersection is located in the City of Santa Clara and under the jurisdiction of Santa Clara County. The Comprehensive County Expressway Planning Study identifies the conversion of the single HOV lane in each direction to mixed-flow lanes on Central Expressway as a Tier 1A project. The approved City Place development also identifies adding a second southbound right-turn lane and a third northbound left-turn lane as a mitigation measure. The project shall make a fair-share contribution towards the HOV lane conversion and additional lane geometry improvements identified as mitigation for the City Place project.</p>			
<p>Impact TRAN-2: The project would result in a significant impact to mixed-flow lanes on 21 directional freeway segments during at least one peak hour.</p>	<p>MM TRAN-2.1: The project shall pay a fair-share contribution towards the VTA's Valley Transportation Plan (VTP) 2040 express lane program along US 101.</p>	<p>Prior to Issuance of occupancy permits</p>	<p>Project applicant and contractors</p>	<p>Director of Community Development</p>
<p>Impact TRAN-3: The project would have a significant impact under background plus project conditions at the following five intersections: 1. Coleman Avenue/Brokaw Road (City of Santa Clara); 6. De La Cruz</p>	<p>The project proposes to implement MM TRAN-1.1 and -1.2 and the following mitigation measures:</p> <p>MM TRAN-3.1: 7. Lafayette Street/Central Expressway (City of Santa Clara/CMP) – This intersection is located in the City of Santa Clara and under the jurisdiction of Santa Clara County. The Comprehensive County Expressway Planning Study identifies the conversion of the single HOV lane in each direction to mixed-flow lanes on Central Expressway as a Tier 1A project. The project shall make a fair-share contribution towards this improvement.</p>	<p>Prior to issuance of occupancy permits</p>	<p>Project applicant</p>	<p>Director of Community Development</p>

**MITIGATION MONITORING OR REPORTING PROGRAM
GATEWAY CROSSINGS (FINAL PROJECT)**

Impacts	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
<p>Boulevard/Central Expressway (City of Santa Clara/CMP); 7. Lafayette Street/Central Expressway (City of Santa Clara/CMP); 13. Coleman Avenue/I-880 (S) (City of San José/CMP); and 15. Coleman Avenue/Taylor Street (City of San José)</p>	<p>MM TRAN-3.2: 13. Coleman Avenue/I-880 (S) (City of San José/CMP) – This intersection is located in the City of San José and under the jurisdiction of the City of San José. This improvement includes restriping one of the left-turn lanes to a shared left- and right-turn lane, effectively creating three right-turn lanes. Three receiving lanes currently exist on the north leg of Coleman Avenue.</p> <p>MM TRAN-3.3: 15. Coleman Avenue/Taylor Street (City of San José) – This intersection is located in and under the jurisdiction of the City of San José. The widening of Coleman Avenue to six-lanes has been identified as a Downtown Strategy 2000 improvement by the City of San José and is an approved project that will be implemented in the near-term. The project shall make a fair-share contribution towards this improvement.</p>			
<p>Impact C-TRAN-1: The project would have a cumulatively considerable contribution to significant cumulative impacts at the following intersections: 1. Coleman Avenue/Brokaw Road (City of Santa Clara); 6. De La Cruz Boulevard/Central Expressway (City of Santa Clara/CMP); 7. Lafayette Street/Central Expressway (City of</p>	<p>The project proposes to implement MM TRAN-1.1, -1.2, and -3.1 through -3.3 and the following two mitigation measures:</p> <p>MM C-TRAN-1.1: 8. Scott Boulevard/Central Expressway – This intersection is located in the City of Santa Clara and under the jurisdiction of the County of Santa Clara. The Comprehensive County Expressway Planning Study identifies the conversion of HOV to mixed-flow lanes on Central Expressway as a Tier 1A project. The project shall make a fair-share contribution to this improvement. With implementation of this improvement, the intersection of Scott Boulevard/Central Expressway would operate at an unacceptable LOS F during the PM peak hour, but the average delay would be better than under cumulative conditions.</p> <p>MM C-TRAN-1.2: 12. Coleman Avenue/I-880 (N) – This intersection is located in the City of San José and under the jurisdiction of the City of San José. This improvement would</p>	<p>Prior to issuance of occupancy permits</p>	<p>Project applicant</p>	<p>Director of Community Development</p>

**MITIGATION MONITORING OR REPORTING PROGRAM
GATEWAY CROSSINGS (FINAL PROJECT)**

Impacts	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
Santa Clara/CMP); 8. Scott Boulevard/Central Expressway (City of Santa Clara/CMP); 12. Coleman Avenue/I-880 (N) (City of San José/CMP); 13. Coleman Avenue/I-880 (S) (City of San José/CMP); and 15. Coleman Avenue/Taylor Street (City of San José).	include restriping one of the left-turn lanes to a shared left- and right-turn lane, effectively creating two right-turn lanes. Three receiving lanes currently exist on the north leg of Coleman Avenue. With implementation of this improvement, the intersection would operate at an acceptable LOS C during the AM peak hour.			

In addition to mitigation measures listed above, there are also other conditions of approval the project shall implement, including the following:

CONDITIONS OF APPROVAL GATEWAY CROSSINGS (FINAL PROJECT)

Health Risks to On-site Residences

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| <ul style="list-style-type: none">• The final site layout shall locate operable windows and air intakes as far as possible and feasible from TAC sources.• Install air filtration at all residential units. Air filtration devices shall be rated MERV13 or higher. To ensure adequate health protection to sensitive receptors, a ventilation system shall meet the following minimal design standards:<ul style="list-style-type: none">a. A MERV13 or higher rating;b. At least one air exchange(s) per hour of fresh outside filtered air; andc. At least four air exchange(s) per hour recirculation.Alternately, at the approval of the City, equivalent control technology may be used if it is shown by a qualified air quality consultant or heating, ventilation, and air conditioning (HVAC) engineer that it would reduce risk below significance thresholds.• Implement an ongoing maintenance plan for the building's HVAC air filtration system. Recognizing that emissions from air pollution sources are decreasing, the maintenance period shall last as long as significant excess cancer risk or annual PM_{2.5} exposures are predicted. Subsequent studies could be conducted by an air quality expert approved by the City to identify the ongoing need for the filtered ventilation systems as future information becomes available.• Ensure that the lease agreement and other property documents (1) require cleaning, maintenance, and monitoring of the affected units for air flow leaks; (2) include information on the ventilation system to new owners and tenants; and (3) include provisions that fees associated with owning or leasing a unit(s) in the building include funds for cleaning, maintenance, monitoring, and replacements of the filters, as needed.• Prior to building occupancy, an authorized air pollutant consultant or HVAC engineer shall verify the installation of all necessary measures to reduce TAC exposure. |
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Burrowing Owl

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| <ul style="list-style-type: none">• Pre-construction surveys for burrowing owls shall be conducted in conformance with CDFW protocols. The initial site visit shall be conducted no more than 14 days prior to the start of any ground-disturbing activity such as clearing and grubbing, excavation, or grading, or any similar activity. If during the initial survey any ground squirrel burrows or other burrows that may be used as nesting or roosting sites by burrowing owls are detected, but no burrowing owls are observed, a second survey shall be conducted within 48 hours of the start of construction to determine whether any burrowing owls are present. If no burrowing owls are located during these surveys, no additional action would be warranted. However, if burrowing owls are located on or immediately adjacent to impact areas the following measures shall be implemented.• If burrowing owls are present during the nonbreeding season (generally 1 September to 31 January), a 160-foot buffer zone, within which no new project-related activity would be permissible, shall be maintained around the occupied burrow(s) if feasible, though a reduced buffer is acceptable during the non-breeding season as long as construction avoids direct impacts to the burrow(s) used by the owls. During the breeding season (generally 1 February to 31 August), a 250-foot buffer, within which no new project-related activity would be permissible, shall be maintained between project activities and occupied burrows. If owls are present at burrows on the site after 1 February, it will be |
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**CONDITIONS OF APPROVAL
GATEWAY CROSSINGS (FINAL PROJECT)**

assumed to be nesting on or adjacent to the site unless evidence indicates otherwise. This protected area shall remain in effect until 31 August, or based upon monitoring evidence, until the young owls are foraging independently.

- If ground-disturbing activities would directly impact occupied burrows, the owls occupying burrows to be disturbed shall be passively relocated during the non-nesting season. Relocation shall occur by a qualified biologist using one-way doors. No burrowing owls shall be evicted from burrows during the nesting season (1 February through 31 August) unless evidence indicates that nesting is not actively occurring (e.g., because the owls have not yet begun nesting early in the season, or because young owls have already fledged late in the season).

Bird Strikes

- The project shall prepare and submit a plan to implement bird-safe design standards into project buildings and lighting design to minimize hazards to birds. These specific standards shall include the following 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 or eliminate the visibility of landscaped areas behind glass.
 - To the extent consistent with the normal and expected operations of the residential and commercial uses of the project, take appropriate measures to avoid use of unnecessary lighting at night, especially during bird migration season (February through May and August through November) through the installation of motion-sensor lighting, automatic light shut-off mechanisms, downward-facing exterior light fixtures, or other effective measures to the extent possible.

Interior Noise Levels

- Incorporate the following noise insulation features shall be incorporated into the proposed project to reduce interior noise levels to 45 dBA CNEL or less:
 - Provide a suitable form of forced-air mechanical ventilation, as determined by the local building official, so that windows can be kept closed to control noise.
 - A qualified acoustical specialist shall prepare a detailed analysis of interior residential noise levels resulting from all exterior sources during the design phase pursuant to requirements set forth in the State Building Code. The study will also establish appropriate criteria for noise levels inside the commercial spaces affected by environmental noise. The study will review the final site plan, building elevations, and floor plans prior to construction and recommend building treatments to reduce residential interior noise levels to 45 dBA CNEL or lower. Treatments would include, but are not limited to, STC sound-rated windows and doors, sound-rated wall and window constructions, acoustical caulking, protected ventilation openings, etc. The specific determination of what noise insulation treatments are necessary shall be conducted on a unit-by-unit basis during final design of the project. Results of the analysis, including the description of the necessary noise control treatments, shall be submitted to the City, along with the building plans and approved design, prior to issuance of a building permit.

**CONDITIONS OF APPROVAL
GATEWAY CROSSINGS (FINAL PROJECT)**

Design Hazards and Emergency Access

- Restrict Driveway 1 to right-in and -out access only;
- Restrict Driveway 2 to right turns only;
- Signalize the intersection of Costco/project Driveway 3 and Brokaw Road;
- Striped median left-turn lane for Driveway 4; and
- Assign all tandem parking.

Construction Traffic

- Prepare a Construction Management Plan which would include, but is not limited to the following conditions, subject to City's approval:
 - Truck haul routes for construction trucks.
 - Signs shall be posed along roads identifying construction traffic access or flow limitations due to lane restrictions during periods of truck traffic.

Sources:

City of Santa Clara. *Draft Environmental Impact Report for the Gateway Crossings Project*. April 2018.

---. *Final Environmental Impact Report for the Gateway Crossings Project*. September 2018.

---. *Supplemental Text Revisions to the Gateway Crossings Project Final Environmental Impact Report*. September 26, 2018.

---. *Supplemental Text Revisions to the Gateway Crossings Project Final Environmental Impact Report*. October 30, 2018.

---. *Supplemental Text Revisions to the Gateway Crossings Project Final Environmental Impact Report*. May 14, 2019.

---. *Supplemental Text Revisions to the Gateway Crossings Project Final Environmental Impact Report*. June 2019.

DEVELOPMENT AGREEMENT

**DEVELOPMENT AGREEMENT
(GATEWAY CROSSINGS)
BETWEEN
THE CITY OF SANTA CLARA,
a chartered California municipal corporation,
AND
TOD BROKAW, LLC
EXHIBIT E
FAIR SHARE TRAFFIC FEES**

Gateway Crossings Mitigation Measures Fair Share Cost

Intersection	Mitigation Measure	Mitigation Measure Cost	Fair Share %	Fair Share Cost
Coleman Ave./Brokaw Rd.	Traffic Signal Modifications including lane configuration modifications. Restripe EB and WB approaches of Brokaw Rd. to include an exclusive left-turn lane, a shared left/through lane, and an exclusive right turn lane. Convert the phasing on Brokaw Rd. from protective left-turn phasing to split phase. The EB right-turn lane on Brokaw needs to be overlap. The SB approach on Coleman needs to include an exclusive left-turn lane, three southbound through lanes, and an exclusive right-turn lane. The porkchop island at the SB approach on Coleman needs to be removed and the corner needs to be squared off. No u-turns would be allowed on the NB approach of Coleman Ave.	N/A	N/A	N/A
De La Cruz Blvd. / Central Expy	convert HOV lane to mixed flow lane, add an exclusive SB right-turn lane creating dual right-turn lanes, add an exclusive NB left-turn lane creating triple left-turn lanes	\$793,500	16.4%	\$130,134
Lafayette St. / Central Expy	convert HOV lane to mixed flow lane	\$100,000	2.7%	\$2,700
Scott Blvd. / Central Expy	convert HOV lane to mixed flow lane and add an exclusive SB left-turn lane creating triple left-turn lanes	\$1,100,000	2.7%	\$29,700
Coleman Ave. / I-880 (N)	convert and restripe one of the existing off-ramp left-turn lanes into a shared left/right-turn lane	\$10,000	7.6%	\$760
Coleman Ave. / I-880 (S)	convert and restripe one of the existing off-ramp left-turn lanes into a shared left/right-turn lane	\$10,000	7.5%	\$750
Coleman Ave./Taylor St.	widen Coleman Ave. from four to six lanes	\$3,750,000	7.1%	\$266,250
Freeway				
US 101 from De La Cruz Blvd. to SR 237 and I-880 from Stevens Creek Blvd. to US 101	Convert existing HOV lane to express lane and add an additional express lane to create two express lanes	\$431,000,000	0.3%	\$1,249,900
Total				\$1,680,194

Notes:

N/A = Applicant is required to build entire improvement

DEVELOPMENT AGREEMENT

**DEVELOPMENT AGREEMENT
(GATEWAY CROSSINGS)
BETWEEN
THE CITY OF SANTA CLARA,
a chartered California municipal corporation,
AND
TOD BROKAW, LLC**

EXHIBIT F

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO
AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. THE CITY MAY, AT ITS SOLE DISCRETION, TERMINATE THIS AGREEMENT IN THE EVENT ANY ONE OR MORE OF THE FOLLOWING OCCURS:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

DEVELOPMENT AGREEMENT

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. THE CITY MAY ALSO TERMINATE THIS AGREEMENT IN THE EVENT ANY ONE OR MORE OF THE FOLLOWING OCCURS:
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to purchase and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the city's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF SANTA CLARA,
CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF SANTA CLARA AND TOD BROKAW,
LLC FOR THE PROPERTY LOCATED AT 1205 COLEMAN
AVENUE, SANTA CLARA**

SCH#2017022066
CEQ2016-01025 (EIR)
PLN2016-12318 (General Plan Amendment and Rezoning)
PLN2016-12321 (Vesting Tentative Subdivision Map)
PLN2017-12481 (Development Agreement)

BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

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;

WHEREAS, TOD Brokaw, LLC (“Owner”) has requested that the City of Santa Clara (“City”) enter into the type of agreement contemplated by the Development Agreement Act;

WHEREAS, City staff negotiated and recommended for approval a Development Agreement subject to specific conditions of approval, all attached hereto as Exhibit “Development Agreement” and incorporated herein by this reference, with Developer in connection with the proposed development located at 1205 Coleman Avenue (“Project”);

WHEREAS, the Project approvals will include the Environmental Impact Report (EIR) for the Gateway Crossings Project; General Plan Amendment from Santa Clara Station Regional Commercial (commercial up to 3.0 Floor Area Ratio (FAR)), Santa Clara Station High Density Residential (37-50 du/acre), and Santa Clara Station Very High Density Residential (51-100 du/acre) to Santa Clara Station Very High Density Residential (51-120 du/acre) with a minimum commercial FAR of 0.20; Rezoning from Light Industrial (ML) to Very High Density Mixed Use (VHDMU); Vesting Tentative Subdivision Map; and the adoption of a Development Agreement

Ordinance;

WHEREAS, on November 14, 2018, pursuant to Santa Clara City Code (“SCCC”) section 17.10.120, the Planning Commission held a duly noticed public hearing to consider the proposed Development Agreement, at the conclusion of which the Commission recommended that the City Council adopt the Development Agreement Ordinance;

WHEREAS, before considering the Development Agreement, the City Council reviewed and considered the information contained in the EIR (SCH#2017022066);

WHEREAS, Santa Clara City Code section 17.10.160 requires the City Council to hold a public hearing before approving a Development Agreement;

WHEREAS, notice of the public hearing on the proposed Development Agreement was published in the *Santa Clara Weekly*, a newspaper of general circulation for the City, on October 31, 2018 for the City Council meeting of December 4, 2018;

WHEREAS, notices of the public hearing on the Development Agreement were mailed to all property owners within 1,000 feet of the Project Site, according the most recent assessor’s roll, on November 2, 2018 for the City Council meeting of December 4, 2018, and to all local agencies expected to provide essential facilities or services to the Project;

WHEREAS, on December 4, 2018, the City Council conducted a public hearing for review of the Development Agreement and invited all interested persons to provide testimony and evidence, both in support and in opposition to the proposed Development Agreement;

WHEREAS, following public testimony and the close of public hearing, the City Council continued the Project to allow for additional public outreach;

WHEREAS, notice of the public hearing on the proposed Development Agreement was published in *The Weekly* (formerly the *Santa Clara Weekly*), a newspaper of general circulation for the City, on May 8, 2019 for the City Council meeting of May 21, 2019;

WHEREAS, notices of the public hearing on the Development Agreement were mailed to property owners within an expanded notification radius to include approximately 4,800 properties on May 10, 2019 for the City Council meeting of May 21, 2019, and to all local agencies expected to provide essential facilities or services to the Project;

WHEREAS, on May 21, 2019, the City Council conducted a public hearing to consider the Development Agreement, and following public testimony, the City Council continued the public hearing to July 9, 2019, with the request to the Owner to increase the amount of retail floor area in the project design; and

WHEREAS, the City Council has reviewed the Development Agreement, and on July 9, 2019, conducted a continued public hearing, at which time all interested persons were invited to provide testimony and evidence, both in support and in opposition to the proposed Development Agreement.

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SANTA CLARA, AS FOLLOWS:

SECTION 1: The City Council hereby approves the Development Agreement substantially in the form attached hereto as Exhibit “Development Agreement,” 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 2: Pursuant to Government Code section 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 3: Pursuant to Government Code section 65865.2, the City Council hereby finds that the Development Agreement complies with all requirements of Government Code section 65865.2, in that the Agreement specifies the duration of the Agreement (10 years), lists the permitted uses of the property (residential/commercial mixed use), sets the density and intensity of the proposed uses (73 dwelling units per acre with 45,000 square feet of ground floor retail and a 152,000 square foot hotel with 225 rooms), sets the maximum height and size of the proposed buildings (150 feet, as depicted on the attached Development Plans), and includes provisions for the dedication of land for public purposes (a 2.1 acre neighborhood park and a 0.46 acre linear park).

SECTION 4: This Ordinance, including the Development Agreement approval described in Section 1 above, is based in part on the findings set forth above, and the California Environmental Quality Act Findings Related to Approval of the Certification of the EIR, the General Plan Amendment, the Rezoning, and the Vesting Tentative Subdivision Map.

SECTION 5: The City Manager and/or her 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 review of compliance as specified therein. The City Manager 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.

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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 9th day of July, 2019, 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. Development Agreement

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT #87 TO (1) CHANGE THE LAND USE DESIGNATIONS OF A 20.4 ACRE PROJECT SITE LOCATED AT 1205 COLEMAN AVENUE, SANTA CLARA, FROM SANTA CLARA STATION REGIONAL COMMERCIAL, SANTA CLARA STATION HIGH DENSITY RESIDENTIAL, AND SANTA CLARA STATION VERY HIGH DENSITY RESIDENTIAL TO A NEW LAND USE CLASSIFICATION OF SANTA CLARA STATION VERY HIGH DENSITY RESIDENTIAL WITH A MINIMUM COMMERCIAL FLOOR AREA RATIO OF 0.20; (2) AMEND THE GENERAL PLAN LAND USE MAP FOR THE SANTA CLARA STATION AREA TO REFLECT THE LAND USE CHANGE; AND (3) UPDATE THE CLIMATE ACTION PLAN WITH TRIP REDUCTION TARGETS FOR THE LAND USE CLASSIFICATION

SCH#2017022066
CEQ2016-01025 (EIR)
PLN2016-12318 (General Plan Amendment and Rezoning)
PLN2016-12321 (Vesting Tentative Subdivision Map)
PLN2017-12481 (Development Agreement)

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, on November 9, 2016, TOD Brokaw, LLC (“Owner”) made an application for a General Plan Amendment in connection with development of a 21.4 acre site located at 1205 Coleman Avenue (APNs: 230-46-069 and 230-46-070) with 20.4 acres located in Santa Clara and 1.0 acre located in San Jose, CA, and is currently undeveloped (“Project Site”), in order to change the General Plan Land Use Designation for the property located in Santa Clara to allow a transit-oriented mixed use development;

WHEREAS, the Project Site was formerly developed with industrial and office/research and development buildings, surface parking lots, landscaping, and site improvements that were demolished between 2016 and 2017;

WHEREAS, the General Plan Amendment proposes to change the existing land use designations for the Project Site from Santa Clara Station Regional Commercial (commercial up to 3.0 Floor Area Ratio (FAR)), Santa Clara Station High Density Residential (37-50 dwelling

units per acre (du/acre)), and Santa Clara Station Very High Density Residential (51-100 du/acre) to a new land use classification of Santa Clara Station Very High Density Residential (51-120 du/ac) with a minimum commercial FAR of 0.20, and amend the General Plan Land Use Map (Figure 5.4-4) for the Santa Clara Station Focus Area to reflect the General Plan change;

WHEREAS, the General Plan Amendment includes an amendment to the Climate Action Plan setting forth vehicle trip reduction targets for the land use classification;

WHEREAS, Owner simultaneously applied for a Zoning Code text amendment to add a new zoning designation of Very High Density Mixed Use (VHDMU) and a rezone of the Project Site from Light Industrial (ML) to the new zoning designation to allow the construction of 1,600 multi-family dwelling units, a 182,000 square foot full-service hotel with 225 rooms, 15,000 square feet of ground floor ancillary retail, surface and structured parking, private streets, landscaped open space, on- and off-site public right-of-way improvements, and site infrastructure and utilities to support the development ("Project");

WHEREAS, the application included a Vesting Tentative Subdivision Map to create commercial and mixed use development parcels, a public park parcel, and common lots to facilitate development and serve the land uses on the Project Site;

WHEREAS, the Owner also requested to enter into a Development Agreement with the City, and City staff have negotiated and recommended a draft Development Agreement for approval;

WHEREAS, Santa Clara City Charter Section 1007 requires that the Planning Commission provide input to the City Council on any proposed General Plan Amendment;

WHEREAS, on November 14, 2018, the Planning Commission conducted a duly noticed public hearing to consider the Project, at the conclusion of which the Commission recommended to the City Council approval of the proposed General Plan Amendment;

WHEREAS, Government Code Section 65355 requires the City Council to hold a public hearing prior to adopting a General Plan Amendment;

WHEREAS, on December 4, 2018, the City Council conducted a public hearing for review of the General Plan Amendment, and following public testimony and the close of public hearing, continued the Project to allow for additional public outreach and consideration of revisions to the Project;

WHEREAS, the Owner conducted two community public outreach meetings and subsequently revised the Project in response to community input to include 1,600 multi-family dwelling units, a 162,000 square foot hotel with 225 rooms, 25,000 square feet of ground floor ancillary retail, two public parks, surface and structured parking, private streets, landscaped open space, on- and off-site public right-of-way improvements, and site infrastructure and utilities to support the development ("Revised Project"),

WHEREAS, the Revised Project was submitted on April 15, 2019 and determined to be consistent with land uses, density and intensity of development contemplated with the proposed General Plan Amendment application for the Project Site to Santa Clara Station Very High Density Residential (51-120 du/ac) with a minimum commercial FAR of 0.20;

WHEREAS, notice of the May 21, 2019 public hearing on the proposed General Plan Amendment was published in *The Weekly* (formerly the *Santa Clara Weekly*), a newspaper of general circulation for the City, on May 8, 2019 for the City Council meeting of May 21, 2019;

WHEREAS, on May 10, 2019 notices of the May 21, 2019 public hearing on the proposed General Plan Amendment were posted at three conspicuous locations within 300 feet of the Project Site and mailed to property owners within an expanded notification radius to include approximately 4,800 properties and to all local agencies expected to provide essential facilities or services to the Project;

WHEREAS, on May 21, 2019, the City Council conducted a public hearing to consider the proposed General Plan Amendment, and following public testimony, continued the Project to July 9, 2019, with the request to the Owner to increase the retail floor area in the project design;

WHEREAS, the Owner subsequently modified the project design to provide 1,565 residential units, a 152,000 square hotel with 225 rooms, and 45,000 square feet of ancillary retail on-site “Final Project”;

WHEREAS, before considering the General Plan Amendment for the Project Site, the City Council reviewed and considered the information contained in the Environmental Impact Report (“EIR”), Supplemental Text Revisions to the Final EIR, dated June 18, 2019, and Statement of Overriding Considerations for the Final Project

WHEREAS, the City Council has reviewed the General Plan Amendment; and,

WHEREAS, on July 9, 2019, the City Council conducted a continued public hearing, at which time all interested persons were given an opportunity to give testimony and provide evidence in support of and in opposition to the proposed General Plan Amendment.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF 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 General Plan Amendment is deemed to be in the public interest, in that:

The proposed General Plan Amendment is a prerequisite to the adoption of the Project, which is in an urbanized area served by existing municipal services and implements smart growth principles by redeveloping underutilized properties with high intensity mixed-use, pedestrian- and transit-oriented development that will contribute to the City both socially and economically. This infill development is intended to provide desirable jobs, housing and services where infrastructure improvements can be efficient and cost effective for the City compared to development of greenfields elsewhere that might further extend and disperse utility and roadway

infrastructure and limit opportunities to take advantage of and support transit use and other alternative modes of travel and access.

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 Site is located in the Santa Clara Station Focus Area and is in proximity to existing and planned transit facilities at the Santa Clara Transit Center and future Bay Area Rapid Transit Station and terminus along the Union Pacific Railroad corridor, approximately 280 feet west of the Project Site. The Project aligns with the goals and policies of the Santa Clara Station Focus Area in that the Project is an integrated mixed-use development that combines high density housing, commercial uses, park and open space at a gateway location to promote pedestrian, bicycle and transit use and maximize local and regional transit investments in bus rail service. The Project provides market rate and affordable housing units, contributes to the City's housing stock, and lessens the jobs/housing imbalance in support of General Plan land use goals and policies. The Project is consistent and compatible with planned uses along Coleman Avenue, such as the build-out of the Coleman Highline Project, and future development of the Santa Clara Station Area as envisioned in the General Plan.

C. The proposed General Plan Amendment has been processed in accordance with the applicable provisions of the California Government Code and the California Environmental Quality Act (CEQA), in that:

A Draft Environmental Impact Report ("DEIR") was prepared in accordance with CEQA and the City circulated copies of the DEIR and Notice of Availability 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. Additional comments were received following the

distribution of the FEIR and the City prepared responses to the comments received for incorporation into an Appendix to the FEIR and made available for review. Subsequent to changes made to the Project in response to community input at the City Council meeting of December 4, 2018, an analysis of the environmental impacts of the Revised Project was completed comparing the effects of the Revised Project with the impacts identified in the DEIR. The analysis concluded that the Revised Project would not result in new impacts or a substantial increase in the severity of any significant impacts disclosed previously in the DEIR. The Revised Project description and analysis of environmental impacts are incorporated into the FEIR as supplemental text revisions, dated May 14, 2019 and are not considered significant new information pursuant to CEQA Guidelines Section 15088.5, and therefore did not require recirculation of the DEIR.

Following the changes made to the Revised Project in response to City Council and community input at the City Council meeting of May 21, 2019, an analysis was conducted of the environmental effects of the Final Project comparing the effects of the Revised Project with the impacts identified in the DEIR. The analysis concluded that the Final Project would not result in new impacts or a substantial increase in the severity of any significant impacts disclosed previously in the DEIR. The Final Project description and analysis of environmental impacts are incorporated into the FEIR as supplemental text revisions, dated June 26, 2019 and are not considered significant new information pursuant to CEQA Guidelines Section 15088.5, and therefore did not require recirculation of the DEIR. The Council adopted and certified the FEIR.

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:

The Council has adopted a Mitigation Monitoring and Reporting Program for implementation with Project development to reduce potentially significant impacts identified in the EIR to less than significant levels; and the Council adopted a set of CEQA Findings and a

Statement of Overriding Considerations for the significant unavoidable impacts that cannot be mitigated to less than significant levels.

3. That the City Council, pursuant to Government Code § 65358, amends the General Plan by changing the General Plan Land Use Designation for the Project Site to Santa Clara Station Very High Density Residential (51-120 du/ac) to allow a transit-oriented mixed-use development with a minimum commercial FAR of 0.20.

4. That the City Council amends the General Plan by adding Policy 5.4.3-P22 and Policy 5.4.3-P23 to Subsection 5.4.3 (“Santa Clara Station Focus Area Goals and Policies”) of Section 5.4 (“Focus Areas”) of Chapter 5 (“Goals and Policies”) of the General Plan, to be inserted immediately after existing Policy 5.4.3-P21 as follows:

“5.4.3-P22 Allow active retail uses at ground level and commercial uses at any level on parcels designated Very High Density Residential within the Santa Clara Station Focus Area.”

“5.4.3-P23 Require Very High Density Residential development in the Santa Clara Station Focus Area to provide a minimum commercial FAR of 0.20.”

5. That the City Council amends the General Plan by revising Figures 5.2-2 (“Land Use Diagram, Phase II”) and 5.2-3 (“Land Use Diagram, Phase III”) of Subsection 5.2.2 (“Land Use Classifications and Diagram”) of Section 5.2 (“Land Use Diagram”) of Chapter 5 (“Goals and Policies”) of the General Plan, to reflect the General Plan land use change.

6. That the City Council amends the General Plan by revising Figure 5.4-4 (“Santa Clara Station Focus Area”) of Subsection 5.4.3 (“Santa Clara Station Focus Area Goals and Policies”) of Section 5.4 (“Focus Areas”) of Chapter 5 (“Goals and Policies”) of the General Plan, to reflect the General Plan land use change.

7. That the City Council amends Appendix 8.13 of the General Plan by modifying the Climate Action Plan to include new trip reduction standards for the Santa Clara Station Very High Density Residential Designation, by adding a new column to Table 9 of the Climate Action Plan, entitled Santa Clara Station Very High Density Residential, showing a trip generation rate

of 8 trips per one thousand (1,000) square feet of new floor area, and requiring trip reductions in Transportation District 2, Downtown, of 20%, with 10% coming from Transportation Demand Management (TDM) measures; and 30% trip reduction after BART is operational at the Santa Clara Station with 20% from TDM measures.

8. That based on the findings set forth in this Resolution, the EIR 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.

9. 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 COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 9th DAY OF JULY, 2019, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST:

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING CHAPTER 18.22, "REGULATIONS FOR VARIOUS MIXED USE COMBINING ZONING DISTRICTS" OF TITLE 18, "ZONING" OF "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA" TO ADD A NEW ARTICLE III, "REGULATIONS FOR VHDMU – VERY HIGH DENSITY MIXED USE ZONING DISTRICTS" AND APPROVING A REZONING OF THE 21.4 ACRE PROJECT SITE LOCATED AT 1205 COLEMAN AVENUE, SANTA CLARA, TO THE NEW VHDMU ZONING DISTRICT

SCH#2017022066

CEQ2016-01025 (EIR)

PLN2016-12318 (General Plan Amendment and Rezoning)

PLN2016-12321 (Vesting Tentative Subdivision Map)

PLN2017-12481 (Development Agreement)

BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the 2010-2035 General Plan of the City of Santa Clara provides land use classifications and policies for Very High Density Residential development in combination with commercial uses, but the Santa Clara City Code does not currently provide a zoning district that allows for residential densities above 50 dwelling units per acre in combination with commercial uses consistent with this land use classification;

WHEREAS, the addition of a new zoning district is necessary to allow for the development of an integrated mix of transit-oriented high density residential and commercial development in a horizontal or vertical spatial arrangement consistent with General Plan policies; and,

WHEREAS, on the basis of all evidence, oral and written, before it, and under its powers to preserve the health, safety, and welfare of its residents through zoning and planning regulations, the City Council desires to amend the Zoning Ordinance of "The

Code of the City of Santa Clara, California” to add a Very High Density Mixed Use Zoning District to allow for a combination of very high density residential and horizontal and vertical commercial uses.

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SANTA CLARA, AS FOLLOWS:

SECTION 1: That a new Article III, “Regulations for VHDMU – Very High Density Mixed Use Zoning Districts” is hereby added to Chapter 18.22 (entitled “Regulations for Various Mixed Use Combining Zoning Districts”) of Title 18 (entitled “Zoning”) of “The Code of the City of Santa Clara, California” (“SCCC”) to read as follows:

**“Article III. Regulations for VHDMU –
Very High Density Mixed Use Zoning Districts**

18.22.210 Application.

The regulations set forth in this Article apply to all parcels in the VHDMU zoning districts.

18.22.220 Intent.

This district is designed to provide for transit- and pedestrian-oriented mixed-use development comprised of very high density housing over 50 dwelling units per acre and up to and including 120 dwelling units per acre in conjunction with local and regional serving commercial uses that link with existing and planned transit facilities to support and maximize transit use. This district is intended to encourage high quality integrated development consisting of residential and commercial uses in a horizontal and or vertical arrangement to maximize open space for active and passive uses and provide opportunities for place making.

18.22.230 Permitted Uses.

(a) Multiple-family dwellings with a minimum density of 51 dwelling units per acre up to and including a maximum density of 120 dwelling units per acre, based on gross site acreage.

(b) Parking structures associated with the primary uses of the site.

(c) Home occupation as defined under Chapter 18.06 SCCC.

(d) Supportive housing, subject to the same standards and restrictions as other dwelling units under this chapter.

(e) Transitional housing, subject to the same standards and restrictions as other dwelling units under this chapter.

(f) Any use permitted in the CC Community Commercial district (Chapter 18.36 SCCC), CN Neighborhood Commercial district (Chapter 18.34 SCCC), or OG General Office district (Chapter 18.32 SCCC), each as may be amended and subject to the regulations set forth in this Article and the following:

(1) Such uses are permitted on the ground floor of multi-family dwelling structures.

(2) Such uses are permitted in buildings intended solely for retail use, provided that the development of the retail building would not make it infeasible to achieve the minimum residential density specified in this Article over all contiguous parcels with the VHDMU zoning designation.

(3) No auto service uses, mortuaries, lodges, or clubs are permitted.

(g) On the ground floor of multi-family dwelling structures, live/work units subject to the following performance standards:

- (1) A minimum first floor to ceiling height of 12 feet;
- (2) A minimum front room depth of 35 feet;
- (3) A minimum of 65% glazing along the front elevation;
- (4) Double entry doors with a minimum of 80% transparent glass surface area; and,
- (5) Live/Work units occupy a maximum of 25% of an individual building's ground floor retail frontage.

(h) Hotel, full service that may include restaurant(s), bar/lounge, massage and spa services, administrative offices, and meeting and banquet rooms.

(i) Restaurants, including on-premises sale and service of beer, wine and/or distilled spirits.

(j) Outdoor seating and dining areas appurtenant to restaurant and retail uses.

(k) Live entertainment that is wholly incidental to an otherwise permitted commercial use.

(l) Outdoor walk-up facility appurtenant to retail uses.

18.22.240 Conditional Uses.

(a) Any use identified as a Conditional Use in the CC Community Commercial district (Chapter 18.36 SCCC), CN Neighborhood Commercial district (Chapter 18.34 SCCC), or OG General Office district (Chapter 18.32 SCCC), each as may be amended, subject to the regulations set forth in this Article and the following:

(1) Such uses are conditionally permitted on the ground floor of multi-family dwelling structures

(2) Such uses are conditionally permitted in buildings intended solely for retail use, provided that the development of the retail building would not make it infeasible to achieve the minimum residential density specified in this Article over all contiguous parcels with the VHDMU zoning district.

(b) On the ground floor of multi-family dwelling structures, live/work units that meet the glazing and entry door requirements of the performance standards set forth in Section 18.23.030(j) but that do not meet one or more of the following the minimum performance standards:

(1) A minimum first floor to ceiling height of 12 feet;

(2) A minimum front room depth of 35 feet; or

(3) Live/Work units occupy a maximum of 25% of an individual building's ground floor retail frontage.

(c) Stand-alone parking garage.

(d) Live entertainment as a primary use.

(e) Cocktail lounges, bars, or taverns not associated with a restaurant or hotel use.

18.22.250 Development Standards.

(a) Dwelling Unit Density. For the VHDMU District, the minimum dwelling unit density shall exceed 50 dwelling units per acre and the maximum dwelling unit density is 120 dwelling units per acre.

(b) Minimum Lot area. None.

(c) Minimum Lot Width. None.

(d) Building Height Limits. The maximum height limit in the VHDMU District shall be limited by FAA restrictions, as may be amended.

(e) Front Yard requirements. None.

(f) Side yards requirements. None.

(g) Maximum Building Coverage. No maximum, subject to providing adequate pervious area to meet stormwater requirements.

18.22.260 Parking Requirements.

(a) Minimum Parking Requirements.

(1) The minimum parking requirements for all commercial uses, including restaurants, is three (3) parking spaces per 1,000 square feet of building area.

(2) Hotel rooms: 0.75 spaces per each lodging unit.

(3) Studio and one bedroom residential units: one (1) parking space per unit.

(4) Residential units with two or more bedrooms: one and one-half (1.5) parking spaces per unit.

(b) Shared Parking. Parking shared among uses is encouraged, and a maximum of 20% of the parking spaces provided may be shared between two uses. For

the purposes of this Article, those parking spaces shared between two uses count towards the parking requirement of both.

(c) Modifications or reductions to the automobile parking space requirements of this section may be permitted under the procedures set forth in SCCC 18.90.020.

18.22.270 Additional Development Standards.

(a) Lighting and Security.

(1) Open parking areas and common open space areas shall include lighting which provides a minimum illumination of one-foot candle. Lighting fixtures shall be weather and vandal resistant. Lighting shall reflect downward and away from residential areas and public streets.

(2) All main entrance doors to individual dwelling units shall be equipped with one hundred eighty (180) degree door viewers. Each main entrance door shall be equipped with a deadbolt lock with a cylinder guard, a minimum of one-inch bolt projection and a maximum security strike plate.

(3) All sliding glass doors and ground floor windows shall be equipped with auxiliary locks, as approved by the Chief of Police.

(b) Trash Disposal. Each property shall provide accessible trash disposal areas. If not placed within a garage or other structure, each disposal area shall be screened from public view. Such enclosures shall provide area of sufficient size to accommodate trash and recycling bins for residential and commercial uses on-site. Trash compactors shall be located within an enclosed building.”

SECTION 2: That the City Council hereby rezones the 20.4 acres of the project site located within Santa Clara at 1205 Coleman Avenue from Light Industrial (ML) to the new Very High Density Mixed Use (VHDMU) zoning district.

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: 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 9th day of JULY, 2019, 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

CONDITIONS OF REZONING APPROVAL

Development Plans dated 06-03-2019

In addition to complying with all applicable codes, regulations, ordinances and resolutions, the following **conditions of approval** are recommended:

GENERAL

- G1. 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.
- G2. Comply with all applicable codes, regulations, ordinances and resolutions.

ATTORNEY'S OFFICE

- A1. The Developer 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, attorneys' fees, injuries, costs, and liabilities arising 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 Developer's project.

COMMUNITY DEVELOPMENT

- C1. All development, construction and uses shall comply with all applicable codes, regulations, ordinances and resolutions that are not otherwise altered by the specific development entitlements for the Gateway Crossings Project.
- C2. It shall be the Developer's responsibility through his engineer to provide written certification that the drainage design for the subject property will prevent flood water intrusion in the event of a storm of 100-year return period. The Developer's engineer shall verify that the site will be protected from off-site water intrusion by designing the on-site grading and stormwater collection system using the 100-year hydraulic grade line elevation provided by the City's Engineering Department or the Federal Flood Insurance Rate Map, whichever is more restrictive. Said certification shall be submitted to the City Building Inspection Division prior to issuance of building permits.
- C3. The project site is located in Seismic Hazard Zone as identified by the State Geologist for potential hazards associated with liquefaction, pursuant to the Seismic Hazard Mapping Act (Div.2 Ch7.8 PRC), and the Developer shall prepare and submit a geotechnical hazards investigation report acceptable to the City of Santa Clara Building Official prior to issuance of permits.
- C4. Prior to issuance of a demolition permit, Developer shall have an asbestos survey of the proposed site performed by a certified individual. Survey results and notice of the proposed demolition are to be sent to the Bay Area Air Quality Management District (BAAQMD). No demolition shall be performed without a demolition permit and BAAQMD approval and, if necessary, proper asbestos removal.
- C5. The Developer shall submit a truck hauling route for demolition, soil, debris and material removal, and construction to the Director of Community Development for review and approval prior to the issuance of demolition and building permits.
- C6. Submit plans for final architectural review to the Planning Division for Architectural Committee review and approval prior to issuance of building permits. Said plans to include, but not be limited to: site plans, floor plans, elevations, landscaping, lighting, signage, and stormwater management plan. Projects on individual lots may be developed at up to 120 dwelling units per acre consistent with the total number of

- dwelling units approved for the entire Gateway Crossings Project. The Developer must provide third party verification of the stormwater management plan for conformance with C3 requirements as part of the architectural submittal.
- C7. Provide trash enclosure, the location and design of which shall be approved by the Director of Community Development prior to issuance of any building permits. Roofed enclosures with masonry walls and solid gates are the preferred design. All trash enclosures should be constructed to drain to the sanitary sewer.
 - C8. Submit complete landscape plans, including irrigation plan and composite utility and tree layout overlay plan, for Planning Division review and approval with installation of required landscaping prior to the issuance of occupancy and or final building permits. The landscape plan shall include type and size of proposed trees. Trees are required to be 10 feet from public water, storm and sewer facilities unless a City approved Tree Root Barrier (TRB) is used and may require the addition of super-soil where electric, water, and sewer utilities are in proximity. If a City approved TRB is used the TRB must be a minimum of 5 feet from the public water, storm and sewer facility with the tree behind the TRB, and specified on the plan.
 - C9. Landscaping installation shall meet City water conservation criteria in a manner acceptable to the Director of Community Development.
 - C10. Obtain a Site Development Permit from the City of San Jose Planning Department for the portion of the project site located in the City of San Jose for landscape improvements as part of the landscape plan for the Gateway Crossings Project, prior to issuance of building permits.
 - C11. Obtain required permits and inspections from the Building Official and comply with the conditions thereof. As this project involves land area of one acre or more, the Developer shall file a Notice of Intent (NOI) with the State Water Resources Control Board prior to issuance of any building permit for grading, or construction; a copy of the NOI shall be sent to the City Building Inspection Division. A stormwater pollution prevention plan is also required with the NOI.
 - C12. Submit as-built on-site plans prepared by a registered civil engineer showing all utilities serving the subject property.
 - C13. Project site landscaping shall be maintained in good condition throughout the life of the Project and no trees shall be removed without City review and approval. Trees permitted by the City for removal shall be replaced at a 2:1 ratio with 24-inch box specimen tree, or equal alternative and shall require Planning Division review and approval.
 - C14. Developer is responsible for collection and pick-up of all trash and debris on-site and adjacent public right-of-way.
 - C15. Construction activity further than 300 feet from any occupied residence, with the exception of pile driving, may take place at any time on any day, subject to the restrictions of SCCC Chapter 9.10 ("Regulation of Noise and Vibration"); pile driving may take place only between 7:00 a.m. to 6:00 p.m. weekdays and is not permitted on Saturdays, Sundays and State and federal holidays. Upon occupancy of residential units on the project site, construction activity not confined within a building within 300 feet of an occupied residential unit shall be limited to the hours of 7:00 a.m. to 6:00 p.m. weekdays and limited to the hours of 9:00 a.m. to 6:00 p.m. on Saturdays and prohibited on Sundays and State and federal holidays. Construction activity confined within a building within 300 feet of an occupied residential unit shall be permitted during the hours of 7:00 a.m. to 6:00 p.m. weekdays and 9:00 a.m. to 6:00 p.m. on Saturdays.
 - C16. Upon occupancy of residential units on the project site construction activity not confined within a building shall be limited to the hours of 7:00 a.m. to 6:00 p.m. weekdays and not permitted on Saturdays, Sundays and State and federal holidays for projects within 500

feet of a residential use. Construction activity confined within a building 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 500 feet of a residential use, and prohibited on Sundays and State and federal holidays.

- C17. The project shall comply with the conditions set forth in the Development Agreement in effect between the City of Santa Clara and TOD Brokaw, LLC.
- C18. The project shall comply with the mitigation measures and conditions identified in the Environmental Impact Report and Mitigation Monitoring and Reporting Program for the Gateway Crossings Project.
- C19. The Developer shall comply with disability accessibility requirements of applicable State and Federal Fair Housing regulations.
- C20. Permitted uses within the commercial space of the project shall be consistent with the Community Commercial (CC), Neighborhood Commercial (CN), and General Office (OG), with the exception of auto service uses, landscaping nurseries, mortuaries, lodges or clubs which shall be prohibited.
- C21. The Developer is required to prepare, institute, and monitor a Transportation Demand Management (TDM) Plan to reduce vehicle miles travelled by 20 percent of which 10 percent is achieved through TDM measures. At such time that the BART is operational in Santa Clara the TDM plan must reduce vehicle miles traveled by 30 percent of which 20 percent is achieved through TDM measures. TDM measures are to include, but are not limited to providing ongoing transit passes (i.e. annual Eco Pass and/or Clipper Card) for all interested tenants of the rental units at no additional cost to the residents for transit use.
- C22. The initial TDM plan shall be completed by a qualified (as determined by the Director of Community Development) third-party consultant prior to the issuance of an occupancy permit. Said plan shall be reviewed and approved by the Director of Community Development. Each calendar year, an annual review of the TDM plan shall be completed by a qualified third-party consultant, and the third-party consultant shall submit the TDM annual report covering the prior calendar year to the Planning Division for review and approval on or before February 28th of each year, to the satisfaction of the Director of Community Development. The Director of Community Development shall have the authority and discretion to require modification of the TDM measures as a means to achieve the identified overall trip reduction targets.
- C23. The total parking required for the project as shown on the development plans shall incorporate 6% of the parking spaces with EV charging facilities. Nine percent (9 %) of the total parking spaces must be prewired for future electrical charging facilities.
- C24. The developer shall incorporate additional alternative transportation features and facilities within the project site. These features and facilities must include 1) shared automobiles (e.g zip car or equivalent; 2) electrical outlets in the bicycle garage within each residential building for charging electric bikes; 3) bike share service or program; 4) corral or other designated space for powered scooter parking.
- C25. Developer to explore increasing bicycle parking to provide additional Class I spaces beyond the currently proposed 1 space for every 3 residential units, ideally so that 1 space for every two residential units is provided. The results of this evaluation shall be provided to the Planning Division for review and consideration of implementation.
- C26. The provision of affordable units totaling 10% of all residential units constructed shall comply with the terms including but not limited to phasing and affordability rates as specified in the development agreement.

- C27. Developer shall enter into an agreement with the city of Santa Clara to maintain the 2.1 acre neighborhood park and the approximately 0.46 acre linear park at the standard required for all parks operated and maintained by the City of Santa Clara.

ENGINEERING

- E1. Obtain site clearance through Engineering 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 Engineering 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 included within a Single Encroachment Permit issued by the City Engineering Department.
- E3. All work within City of San Jose Limit will require an encroachment permit from City of San Jose.
- E4. Submit public improvement plans prepared in accordance with City Engineering 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 subdivision map and/or issuance of building permits.
- E5. Developer is responsible for cost of relocation or modification of any public facility necessary to accommodate subject development.
- E6. Dedicate lots A, B, C, D, E, and F as public pedestrian and vehicle access easements.
- E7. Dedicate emergency vehicle access easement over neighboring property (future Champions Way) prior to issuance of building permits.
- E8. All portions of Champions Way within in the City of Santa Clara shall be dedicated as public pedestrian and vehicle access and emergency vehicle access easements by separate instrument
- E9. Existing Coleman Avenue public street easement shall be dedicated to the City in fee title by separate instrument.
- E10. Additional public street dedication required for the widening of Coleman Avenue shall be dedicated on the Subdivision Map.
- E11. File and record Subdivision Map for proposed development and pay all appropriate fees prior to Building Permit issuance. All municipalities shall be included as signatories to the Subdivision Map as required.
- E12. Obtain Council approval of a resolution ordering vacation of the portion of existing easement(s) proposed to be abandoned through Engineering Department, and pay all appropriate processing fees.
- E13. 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.
- E14. Show limits of water ponding and water daylighting for the 100-year storm event.
- E15. 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.
- E16. Sanitary sewer and storm drain mains and laterals shall be outside the drip line of mature trees or 10' clear of the tree trunk whichever is greater.
- E17. 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.
- E18. 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.
 - E19. All proposed sidewalk, walkway, and driveways shall be ADA compliant per City Standard.
 - E20. Slurry seal with digouts full width of Coleman Avenue along property frontage.
 - E21. Reconstruct full width of Brokaw Road, from Coleman Avenue to the southern terminus of Brokaw Road, with 6" AC over 16" AB or 12" Full Depth AC.
 - E22. Provide ADA walkway connecting the proposed building to the public sidewalk.
 - E23. Show and comply City's driveway Triangle of Safety (sight distance) requirement at proposed driveways and City's Intersection Visibility Obstruction Clearance (sight distance) at the southeast corner of the Brokaw Road/Coleman Avenue intersection. No trees and/or structures obstructing drivers' view are allowed in the Triangle of Safety and Corner Visibility Obstruction areas.
 - E24. Public parking cannot be counted towards on-site parking requirements.
 - E25. All proposed driveways shall be City Standard ST-8 driveways with the exception of driveways at intersections which may be City Standard ST-10.
 - E26. The driveway on Coleman south of the Brokaw Road intersection can be designed as a flared driveway to accommodate trucks.
 - E27. Brokaw Road typical midblock cross-section shall include minimum 6' wide bicycle lanes and 12' through lanes both eastbound and westbound to accommodate future shuttles/bus to the planned future BART station. Gutter pan shall not be included in the width of the bicycle lane.
 - E28. Provide a left turn lane, a shared through and left and a separate right turn lane on the eastbound and westbound Brokaw Road approaches at the intersection with Coleman Avenue. On the eastbound Brokaw Road approach provide minimum 10' wide left turn lane, 10' wide shared through and left turn lane and a 14' wide shared bicycle and right turn only lane. Provide 15' receiving lane on Brokaw Road west of Coleman Avenue. On the westbound Brokaw Road approach provide minimum 10' wide left turn lane, 10' wide shared through and left turn lane, and a minimum 11' wide right turn only lane.
 - E29. Remove existing curb ramp at southwest corner of Brokaw/Coleman along project frontage and install 2 curb ramps per City Standard ST-14.
 - E30. Provide a right-out only driveway approximately 200' west of Coleman Avenue.
 - E31. Provide a new traffic signal at the intersection of Brokaw Road/Costco Driveway/Project driveway. At this intersection, provide 6' wide bicycle lanes in both directions, minimum 12' wide eastbound and westbound through lanes and minimum 11' eastbound and westbound left turn lanes.
 - E32. Provide minimum 11' wide westbound left turn lane at driveway on the western edge of the property.
 - E33. The first un-signalized driveway on Coleman approximately 500' south of Brokaw should be signed for right out only at exit. This driveway can be designed as a flared driveway to accommodate trucks.
 - E34. Provide a second signalized full access driveway at the south edge of the project site on Coleman Avenue/Champions Way (Future Public Street). Provide a north-south on-site connection between the two Coleman Avenue driveways to allow traffic entering/exiting from the two driveways to circulate on-site.

- E35. Dedicate right-of-way along southbound Coleman to construct third southbound through lane and a bike lane. Widen Coleman Avenue along the property frontage to provide three 11' minimum wide through lanes, 12' wide center two-way left turn lane and a minimum 6' wide bicycle lane.
- E36. Provide traffic signal interconnect between the Brokaw/Coleman intersection and the new proposed traffic signal at the south edge of the Project site. Provide traffic signal interconnect to the new traffic signal at the Brokaw Road/Costco Driveway intersection.
- E37. Provide minimum 8' wide sidewalk along Brokaw Road with 5' landscape strip along Brokaw Road.
- E38. Provide minimum 8' wide sidewalk plus 6' wide landscape strip along Coleman Avenue property frontage.
- E39. Coordinate with cities of Santa Clara and San Jose on the design and construction of proposed Champions Way (new Public Street) on the eastern perimeter of the project. Provide 8' wide sidewalk and 6' wide planter strip on the new public street.
- E40. Remove existing crosswalks and restripe new crosswalks to align with the new curb ramps at the southeast corner of the intersection of Brokaw Road/Coleman Avenue.
- E41. All traffic striping, messages and symbols shall be thermoplastic.
- E42. The existing bus stop south of the intersection of Coleman Avenue/Brokaw Road shall be reconstructed just west of its current location due to the widening of Coleman Avenue. Include bus duck out, bus pad, bus shelter and bench per VTA requirements.
- E43. Reconstruct traffic signal at northwest and southwest corner of the Brokaw Road/Coleman Avenue intersection to bring signal, poles, and underground infrastructure to current ADA and City standards.
- E44. Provide move in/out loading zone on site for residents and business clients.
- E45. Provide trash loading zone on site.
- E46. The developer shall comply with the mitigations in the EIR/TIA.
- E47. Install "No Parking at Any Time" signs along the project frontage on the south side of Brokaw Road.
- E48. For the current proposed units and retail area, provide the following minimum bicycle parking spaces at the main entrance and/or high visible areas:
 - 1,600 Units: 533 Class I Bicycle spaces and 107 Class II Bicycle spaces
 - 162,000 SF/225 room Hotel: 8 Class I Bicycle spaces
 - 15,000 SF Retail area: 2 Class I Bicycle spaces and 4 Class II bicycle spaces

ELECTRICAL

- EL1. Prior to submitting any project for Electric Department review, Developer shall provide a site plan showing all existing utilities, structures, easements and trees. Developer shall also include a "Load Survey" form showing all current and proposed electric loads. A new customer with a load of 500KVA or greater or 100 residential units will have to fill out a "Service Investigation Form" and submit this form to the Electric Planning Department for review by the Electric Planning Engineer. Silicon Valley Power (SVP) will do exact design of required substructures after plans are submitted for building permits.
- EL2. The Developer shall provide and install electric facilities per Santa Clara City Code Chapter 17.15.210.
- EL3. Electric service shall be underground. See Electric Department Rules and Regulations for available services.
- EL4. 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.

- EL5. 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 SVP Standard MS-G7, Rev. 2.
- EL6. The Developer shall grant to the City, without cost, all easements and/or right-of-way necessary for serving the property of the Developer and for the installation of utilities (Santa Clara City Code Chapter 17.15.110).
- EL7. 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. 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.
- EL8. Transformer pads are required and must be installed in accordance to standard document UG1000.
- EL9. All trees, existing and proposed, shall be a minimum of 5’ from any existing or proposed Electric Department facilities. Existing trees in conflict will have to be removed. Trees shall not be planted in public utility easements (PUE) or electric easements.
- EL10. Electric Load Increase fees may be applicable.
- EL11. The Developer shall provide the City, 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 City shall accept the work. Developer shall further install at his cost the service facilities, consisting of service wires, cables, conductors, and associated equipment necessary to connect a customer 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)).
- EL12. Electrical improvements (including underground electrical conduits along frontage of properties) may be required if any single non-residential private improvement valued at \$200,000 or more or any series of non-residential private improvements made within a three-year period valued at \$200,000 or more (Santa Clara City Code Title 17 Appendix A, Table III).
- EL13. 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.
- EL14. Encroachment permits will not be signed off by SVP until developers Work substructure construction drawing has been completed.
- EL15. All SVP owned equipment is to be covered by an Underground Electric Easement (UGEE). This is different than a PUE. Only publically-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.

- EL16. Proper clearance must be maintained from all SVP facilities, 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.
- EL17. Transformers and switch devices can only be located 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.
- EL18. All existing SVP facilities, on-site or off-site, are to remain unless specifically addressed by SVP personnel by separate document. It is the Developers responsibility to maintain all clearances from equipment and easements. Any relocation will be at Developers expense.
- EL19. SVP does not utilize any sub-surface (below grade) devices in its system. This includes transformers, switches, etc.
- EL20. All interior meter rooms 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.
- EL21. 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.
- EL22. Developer is advised to contact SVP to obtain specific design and utility requirements that are required for building permit review/approval submittal. Please provide a site plan to Leonard Buttitta at 408-615-6620 to facilitate plan review.
- EL23. The SVP design for this project will need to be coordinated and in sync with the Coleman Highline project which involves office buildings around Avaya Stadium but electric service point inside the City of Santa Clara right-of-way. Applicant responsible for coordinating with all other developers to resolve conflicts.
- EL24. The tree landscape area at southwest end of Building 3 will require coordination with Coleman Highline project design. The initial design of SVP system with Developers shows as being the location of customer 12 KV switchgears and SVP vaults.

WATER

- W1. The Developer shall coordinate with Mike Vasquez at (408)-615-2006 for water compliance and recycled water inquiries. The City recommends the Developer to explore using the recycled water, instead of potable water for the neighborhood park.
- W2. The Developer shall submit plans showing proposed water service and sanitary sewer for each building connected separately to a public main in the public right-of-way to the satisfaction of the Director of Water & Sewer Utilities. Additionally, different types of water use (domestic, irrigation, fire) should be served by separate water services each separately tapped at the water main.
- W3. Developer shall submit plans and profiles for the existing 10" water main abandonment and replacement with a new 12" ductile iron pipe, on Coleman Avenue east of Brokaw Road and at the intersection of Coleman Avenue and Brokaw Road, to the satisfaction of the Director of Water & Sewer Utilities. Water main shall be abandoned and replaced at Developer's expense after obtaining approval from the City's Water & Sewer Utilities Department.

- W4. If fire flow information is needed, Developer shall coordinate with Water Department at (408) 615-2000.
- W5. Upon completion of construction and prior to the City's issuance of a Certificate of Occupancy, the Developer shall provide "as built" drawings to the satisfaction of the Director of Water and Sewer Utilities.
- W6. Approved reduced pressure detector assembly device is required for the proposed fire service. The Developer shall submit plans showing existing fire service upgrade with reduced pressure detector assembly device, as per city standard 17, to the satisfaction of the Director of Water & Sewer Utilities. Note that the city standard details can be obtained from the City of Santa Clara website under Water and Sewer Utilities Technical Documents.
- W7. Fire hydrant shall be located within the landscaping area per City standard detail No. 18
- W8. Developer shall coordinate with Fire Department to submit hydraulic calculations for the sprinkler design and obtain an underground fire permit for the proposed fire service.
- W9. The Developer shall show the location of all easements. Developer shall note that a water utility easement is required for public water appurtenances installed on private property. Water easement shall not be overlapping with SVP easement. The Water easement for the water services and all other public water appurtenances shall be minimum 15' wide and be adjacent to the public right of way.
- W10. Developer shall adhere to and provide a note indicating all horizontal and vertical clearances. The Developer 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 utilities, and 5' from the edge of the propose or existing driveway. For sanitary sewer, water, and recycled water utilities, the Developer shall maintain a minimum horizontal clearance (edge to edge) of 10' from existing and proposed trees. If Developer 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).
- W11. Proposed 12" of fire/water service connected to existing 12" water main is not permitted. The Developer shall redesign and revise the drawing to show the proposed water and fire service with approved size.
- W12. Prior to the issuance of Building Permits, the Developer shall provide fixture unit counts for any water services greater than 2".
- W13. The City recommends the Developer to install sewer clean out or/and manhole at the property line.
- W14. The Developer must indicate the correct pipe material and the size of existing water and sewer main(s) on the plans.
- W15. Prior to issuance of Building Permits, the Developer shall provide the profile section details for utilities crossing water, sewer, or recycled water mains to ensure a 12" minimum vertical clearance is maintained.
- W16. Prior to issuance of Building permits, the Developer 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 conservation periods, to the satisfaction of the Director of the Water & Sewer Utilities. Decorative water features may be permanently connected to the City's recycle water supply.
- W17. Approved backflow prevention device is required on all irrigation services. Dedicated irrigation service shall be installed for irrigation purpose.

POLICE

- PD1. The property should be fenced off during demolition and construction as a safety barrier to the public and deterrent to theft and other crime.
- PD2. Address numbers of the individual residential buildings shall be clearly visible from the street and shall be a minimum of 6" in height and a color contrasting with the background material. Numbers shall be illuminated during hours of darkness. Individual apartment numbers shall be a minimum of 6" in height and a color contrasting to the background material, and either visible from the street or from the center area of the project. Where multiple units/buildings occupy the same property, unit/building addresses shall be clearly visible. A monument sign, preferably at all dedicated entrances to the property, shall be prominently displayed, showing all unit/building numbers, addresses, etc. A map is recommended for large complexes with multiple streets or walkways.
- PD3. Address numbers should be a minimum of 12" inches in height for commercial or industrial buildings. Consider illuminated numbers during the hours of darkness, and in a color that is contrasting to the background material. They shall be clearly visible from the street. Where multiple units or buildings occupy the same property, each unit/building address shall be clearly visible. A monument sign, preferably at all entrances to the property, should be prominently displayed showing all unit/building numbers, addresses, etc. A map is recommended for large complexes with multiple streets or walkways.
- PD4. In a development where there is an alley, driveway, etc. providing a rear entrance or access, the address shall be displayed to both the front and rear of the individual buildings. Where an alley, driveway, etc. provided vehicular access, address numbers shall be clearly visible from that access.
- PD5. Each distinct unit within the building shall have its address displayed on or directly above both front and rear doors.
- PD6. Landscaping should follow the National Institute of Crime Prevention standards. That standard describes bushes/shrubs not exceeding 2' in height at maturity, or maintained at that height, and the canopies of trees should not be lower than 6' in height. Hostile vegetation is encouraged along the fence and property lines and under vulnerable windows.
- PD7. 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
 - Full cut-off or shoebox design
 - Tamperproof Housings
 - Pedestrian Scale
 - Unbreakable exterior
 - Wall mounted lights/10' high
- These features increase natural surveillance, support and/or enhance security camera capabilities, and increase Police Patrol effectiveness.
- PD8. Any required enclosure fencing (trash area, utility equipment, etc.) would preferably be see-thru. If for aesthetic reasons prohibit that, the fencing should have a 6" opening along the bottom for clear visibility. Any gates or access doors to these enclosures should be locked.
- PD9. If there is outdoor seating associated with a restaurant or similar business which is near vehicle parking stalls, the outdoor space will be designed to ensure the safety of the public from possible vehicular related incidents.
- PD10. If the development includes any benches, these benches should not be longer than 5' in length, and should have arm rests at both ends. If the benches are longer than 5' in length, there should be a divider (arm rest or similar) in the middle of the bench in addition to the arm rests on both ends. This helps prevent unlawful lodging and/or

- skateboarding. Another option to benches could be cubes, knee walls, or other creative types of seating possibilities.
- PD11. The Developer should install skate stoppers on any low clearance wall of 36" in height or lower to prevent vandalism/damage to the wall from skateboarding or similar activities.
- PD12. All exterior doors should be adequately illuminated at all hours with their own light source.
- PD13. All construction of dwelling units shall conform to the requirements of the Uniform Building Security Code as adopted by the City of Santa Clara City Council.
- PD14. Consider convex mirrors for elevator cabs and at stairwell landings in order to enhance natural surveillance for the user of the elevator.
- PD15. Other line of sight obstructions (including recessed doorways, alcoves, etc.) should be avoided on building exterior walls and interior hallways.
- PD16. The Developer shall meet the City of Santa Clara's guidelines established for radio signal penetration, detailed in the Communications Department's Public Safety Radio System Building Penetration Guidelines. The intended use of telecommunications sites shall be clearly and accurately stated in the use permit. The signal, of whatever nature, of any communications facility or system, shall in no way whatsoever interfere with or affect any police communication or police communication system.
- PD17. Public Safety Radio Systems Penetration Guidelines have been established by the city of Santa Clara Communications Department for radio signal penetration during emergencies. The Developer is advised that the project may be required to install equipment for adequate radio coverage for the City Of Santa Clara Radio communications System, including but not limited to Police & Fire emergency services. The Developer should contact the director of communications at (408) 615-5571 for high rises.
- PD18. When in the opinion of the fire code official, a new structure obstructs the line of sight of emergency radio communications to existing buildings or to any other locations, the Developer of the structure shall provide and install the radio retransmission equipment necessary to restore communications capabilities. The equipment shall be located in an approved space or area within the new structure.
- PD19. The parking structure/site should be equipped with a centrally located emergency panic alarm system that reports to a central office. If more than one button/call station is installed, the emergency system should always be in visual distance from another emergency call station. There should not be more than 300' separating each call station, which is the current industry standard.
- PD20. "White" light meeting the IES standard should be considered. There should be no "dark" areas inside the structure.
- PD21. The interior of the parking structure should be painted a light, highly reflective color. This increases the natural lighting available and can help prevent dark areas that attract criminal activity.
- PD22. All entrances to the parking areas (structure, surface, subterranean, etc.) shall be posted with appropriate signage to discourage trespassing, unauthorized parking, etc. (See California Vehicle Code section 22658(a) for guidance).
- PD23. Alcoves and other visual obstructions that might constitute a hiding place should be eliminated whenever structurally possible. Pillars, columns, and other open construction should be considered over a solid wall design.
- PD24. Consider storage, maintenance, and trash rooms within the parking garage having doors which cannot be locked from the inside and that close and lock quickly and automatically upon exit.

- PD25. A Coded Entry System is required for police access to enclosed parking lots and gated communities. This can be accomplished with a coded key pad system or the Police Department Knox Box key system. We understand security is a prime concern for the tenants of the project, which necessitates some sort of secure building and admittance process. By having either of these secure access systems for law enforcement, it will allow us to better respond to emergency situations should they arise in the development. Examples of these systems can be reviewed at the following projects:
2585 El Camino Real (Coded key pad access)
3555 Monroe Street (Knox box key access)

The following sections are in reference for the proposed hotel on this site:

- PD26. Developer shall contact the Santa Clara Police Department 'Intelligence' unit (408-615-4849) for Alcohol Beverage Control (ABC) licensing review.
- PD27. The business shall undergo a 6 month and 1 year review, including a check for ABC violations and police service calls.
- PD28. All business or commercial establishments, of whatever nature, should have a comprehensive internal security plan, tailored to the specific use. This should include, but not limited to, employee security during working hours, after hours security, disaster preparation, etc. For retail uses, especially where there is cash on hand, robbery and cash security protocols should be established. Developers are encouraged to contact the Santa Clara Police Department's Community Services Unit (408-615-4859) for assistance.
- PD29. All business or commercial establishments, of whatever nature, should have an electronic intruder alarm system installed. The system should cover the interior and perimeter of structures determined to be a value target. Also, consideration should be given to exterior areas that are or contain value targets, such as a product display lot, company vehicle parking area, etc.
- PD30. The installation and use of interior and exterior security cameras and recording devices is highly encouraged.

FIRE

- F1. Prior to Building Permit issuance, the Alternative Materials and Methods (AM&M) application committing to the following shall be submitted and approved:
- Firefighter air replenishment systems installed within the high-rise hotel.
 - A security system workstation shall be installed within the Fire Command Center serving the hotel.
 - Standpipe connection spacing in the parking garage shall be reduced to 100' to 130' maximum depending on final design for the hotel.
 - Fire service elevators shall be installed within all building (entire project).
 - An additional rated stairwell to the roof with penthouse (entire project).
 - Fire sprinkler density increased .05-gpm per square foot above base NFPA base design (entire project). The fire sprinkler design shall utilize the Density/Area method outlined in NFPA 13 for the entire project.
 - All buildings shall be equipped with emergency voice evacuation alarm system without egress width reduction.
 - Fire-flow reduction for fire sprinklers is reduced to 50% maximum (entire project).
- F2. Prior to Building Permit issuance, written documentation that the minimum required fire-flow for the largest building onsite based on the construction type and square footage in accordance with the California Fire Code is required to be submitted. As noted above, a maximum reduction of 50% in fire-flow is allowed with the installation of automatic fire sprinkler systems.

- F3. Prior to Building Permit Issuance, construction documents for the proposed underground fire protection infrastructure, hydraulic calculations, material data submittal, number, location and distribution of fire hydrants for the building(s) based on the California Fire Code. The required number of fire hydrants shall be based on the fire-flow before the 50% reduction.
- F4. Prior to Building Permit Issuance, construction documents for proposed fire apparatus access shall be submitted addressing the following, unless adequately addressed under an AM&M:
- a. Fire apparatus access roadways shall be provided so the exterior walls of the first story of the building(s) are located no more than 150' from fire apparatus access as measured by an approved route around the exterior.
 - b. Fire apparatus access roadways shall have a "minimum" width of a fire apparatus access roadway for Engines is 20'. The "minimum" width of roadways for aerial apparatus is 26'.
 - c. Aerial access roadways shall be located a minimum of 15' and a maximum of 30' from the protected building, and positioned parallel to one entire sides of the building. The side of the building shall be approved.
 - d. Fire access roadways shall have a "minimum" unobstructed vertical clearance of not less than 13'6" inches. Aerial apparatus access roads may require additional vertical clearance.
 - e. Fire apparatus access roadways shall support a gross vehicle weight of 75,000-pounds.
 - f. Fire apparatus access roadways shall have a "minimum" inside turning radius of 36' or greater.
 - g. Dead-end fire apparatus access roadways in excess of 150' in length shall be provided with "approved" turning around(s).
 - h. Two separate and approved fire apparatus access roadways to the site are required. Roadways shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.
 - i. Traffic calming devices are not permitted on any designated fire access roadway, unless approved.
- F5. Prior to Building Permit issuance, the infrastructure necessary for the installation of an emergency responder's radio system is required to be incorporated into the design documents, including, but not limited to rated rooms, shafts, etc.).
- F6. Prior to the Start of Construction, fire protection water supplies shall be installed and made serviceable prior to combustible materials being moved onsite.
- F7. During the course of construction, safety protocols, standard operating procedures, and guidelines outlined within the Environmental Impact Report shall be followed, unless deviations are approved by the oversight agency.

STREETS

- ST1. Prior to City's issuance of Building or Grading Permits, the Developer shall develop a Final Stormwater Management Plan and update the SCVURPPP C.3 Data Form.
- ST2. The Final Stormwater Management Plan and all associated calculations shall be reviewed and certified by a qualified third-party consultant from the SCVURPPP List of Qualified Consultants, and a third party review letter shall be submitted with the Plan.
- ST3. For projects that disturb a land area of one acre or more, the Developer shall file a Notice of Intent (NOI) with the State Water Resources Control Board for coverage under the State Construction General Permit (Order No. 2009-0009-DWQ) prior to issuance of Gateway Crossings Project Conditions of Rezoning Approval

- any building permit for grading or construction. A copy of the NOI shall be submitted to the City Building Inspection Division, along with a stormwater pollution prevention plan (SWPPP). Active projects covered under the Construction General Permit will be inspected by the City once per month during the wet season (October – April).
- ST4. The Developer shall incorporate Best Management Practices (BMPs) into construction plans and incorporate post-construction water runoff measures into project plans in accordance with the City's Urban Runoff Pollution Prevention Program standards prior to the issuance of Building or Grading Permits. Proposed BMPs shall be submitted to and thereafter reviewed by the Planning Division and the Building Inspection Division for incorporation into construction drawings and specifications.
- ST5. During the construction phase, all stormwater control measures shall be inspected for conformance to approved plans by a qualified third-party consultant from the SCVURPPP List of Qualified Consultants, and a third-party inspection letter shall be submitted to the Public Works Department, Street Maintenance Division. Building occupancy will not be issued until all stormwater treatment measures have been adequately inspected. For more information contact Street Maintenance at (408) 615-3080.
- ST6. The property owner shall enter into an Inspection and Maintenance (I&M) Agreement with the City for all installed stormwater treatment measures in perpetuity. Developers should contact Karin Hickey at (408) 615-3097 or KaHickey@santaclaraca.gov for assistance completing the Agreement. For more information and to download the most recent version of the I&M Agreement, visit the City's stormwater resources website at <http://santaclaraca.gov/government/departments/public-works/environmental-programs/urban-runoff-pollution-prevention/stormwater-resources>.
- ST7. Developer shall install an appropriate stormwater pollution prevention message such as "No Dumping – Flows to Bay" on any storm drains located on private property.
- ST8. Interior floor drains shall be plumbed to the sanitary sewer system and not connected to the City's storm drain system.
- ST9. Floor drains within trash enclosures shall be plumbed to the sanitary sewer system and not connected to the City's storm drain system.
- ST10. 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.
- ST11. Any site design measures used to reduce the size of stormwater treatment measures shall not be removed from the project without the corresponding resizing of the stormwater treatment measures and an amendment of the property's I&M Agreement.
- ST12. Decorative and recreational water features such as fountains, pools, and ponds shall be designed and constructed to drain to the sanitary sewer system only.
- ST13. For projects that involve construction, demolition or renovation of 5,000 square feet or more, the Developer shall comply with City Code Section 8.25.285 and recycle or divert at least fifty percent (50%) 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 Developer has submitted a construction and demolition debris materials check-off list. Developer shall create a Waste Management Plan and submit a Construction and Demolition Debris Recycling Report through the City's online tracking tool at <http://santaclaraca.wastetracking.com/>.
- ST14. For projects that involve a Rezoning, the Developer 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 Developer may be required to use the City's exclusive franchise hauler and rate structure for solid waste services.

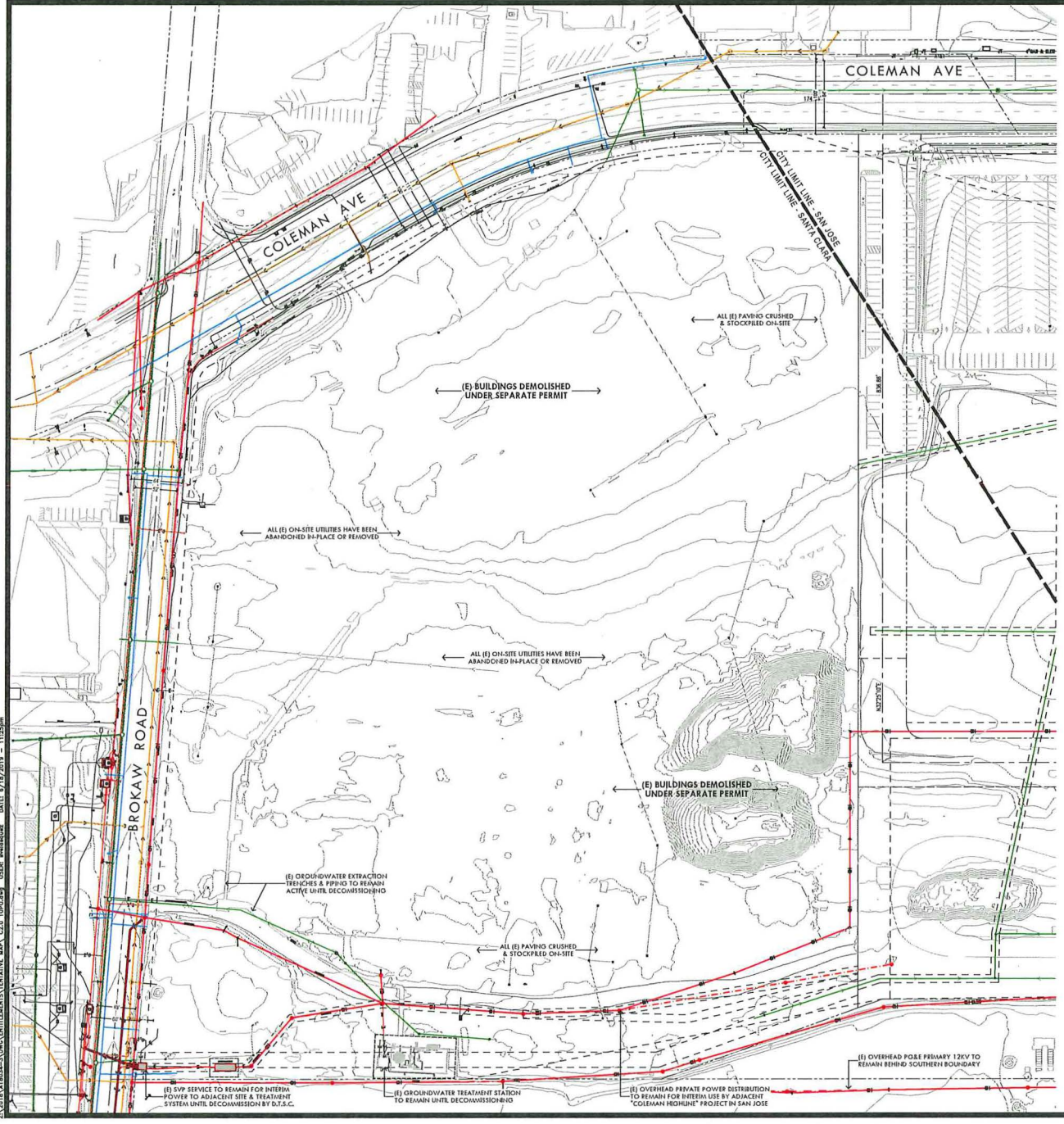
- ST15. The Developer shall provide a site plan showing all proposed locations of solid waste containers, enclosure locations, and street/alley widths to the Public Works Department, Street Maintenance Division. All plans shall comply with the City's Development Guidelines for Solid Waste Services as specified by development type. Contact the Street Maintenance Division at (408) 615-3080 for more information.
- ST16. Pre-treatment devices and tallow bins shall be installed at all food establishments. Tallow bins shall be placed within a trash enclosure when possible. If enclosure is not sized to accommodate the tallow bin(s), a separate dedicated enclosure with drainage to the sanitary sewer system shall be provided.

PARKS AND RECREATION

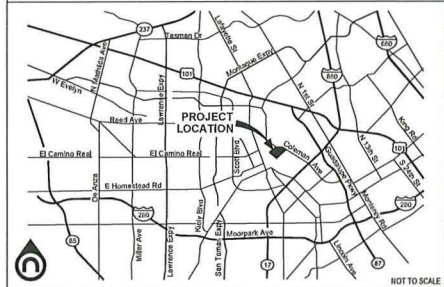
- PR1. The project will generate an estimated 3,584 residents. Based on the Mitigation Fee Act standard of 2.53 acres/1,000 residents, the amount of public parkland required for this project to mitigate the impact of the new resident demand is 9.0675 acres. The equivalent fee due in lieu of parkland dedication is \$33,610,661. Developer shall be obligated to provide parkland, pay a fee in lieu thereof, or a combination of such dedication and fee, at the discretion of the City, pursuant to Chapter 17.35 of the City Code.
- PR2. Any parkland dedicated to the City shall be dedicated or otherwise conveyed (i) free and clear of any liens unacceptable to the City, and (ii) in a condition free of any toxic materials.
- PR3. Developer shall execute a separate park maintenance agreement with the City, which commits Developer to maintaining the park improvements, including landscaping and park amenities, within the parkland dedication area; indemnifies the City with respect to such maintenance; and subject to standard City insurance requirements, for the life of the Project.
- PR4. A public access easement shall be required on all private streets to provide public access to the public park.
- PR5. 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. Park acreage to be recalculated by Developer and private, on-site recreational areas have not been validated to verify acreage and in-lieu fees.
- PR6. 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 230 studio units, 633 one-bedroom units, 127 one-bedroom plus den units, 562 two-bedroom units and 48 two-bedroom plus den units for a total DUT of \$27,050.
- PR7. Calculations may change if the number of units changes, if any areas do not conform to the Ordinance and City Code Chapter 17.35, if the fee schedule for new residential development fees due in lieu of parkland dedication changes before this Project is deemed complete by Planning, and/or if City Council makes any changes.

I:\PLANNING\2016\Project Files Active\PLN2016-12318 1205 Coleman Ave\CC\CC 7.9.19\Conditions of Rezoning Approval CC 7.9.19.doc

3/13/2019 11:25 AM
C:\Users\m10000\OneDrive\Documents\PROJECTS\HUNTER STORM\GATEWAY CROSSINGS\GATEWAY CROSSINGS.dwg
DATE: 6/17/2019
USER: m10000
SCALE: AS SHOWN

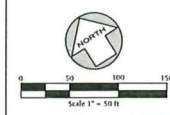


VICINITY MAP



COLOR UTILITY LEGEND

COLOR REFERENCE	TYPE OF UTILITY	SERVICE PROVIDER
	STORM DRAIN	CITY OF SANTA CLARA
	SANITARY SEWER	CITY OF SANTA CLARA
	DOMESTIC WATER	CITY OF SANTA CLARA
	RECYCLED WATER	SOUTH BAY WATER RECYCLING
	NATURAL GAS	PACIFIC GAS & ELECTRIC COMPANY
	ELECTRIC / JOINT TRENCH	SILICON VALLEY POWER (ELECTRIC)
	OVERHEAD ELECTRIC	SILICON VALLEY POWER & POSE
	FIBER / DATA / TELEPHONE	MULTIPLE PROVIDERS



HUNTER STORM

10721 Miller Ave, Suite 200, Cupertino, CA 95014
Phone: (408) 255-4100 Fax: (408) 998-8225

GATEWAY CROSSINGS

DATE: 6/19/2019
PROJECT #: A10034-3
SCALE: AS SHOWN

SHEET TITLE
VESTING
TENTATIVE MAP
EX CONDITIONS

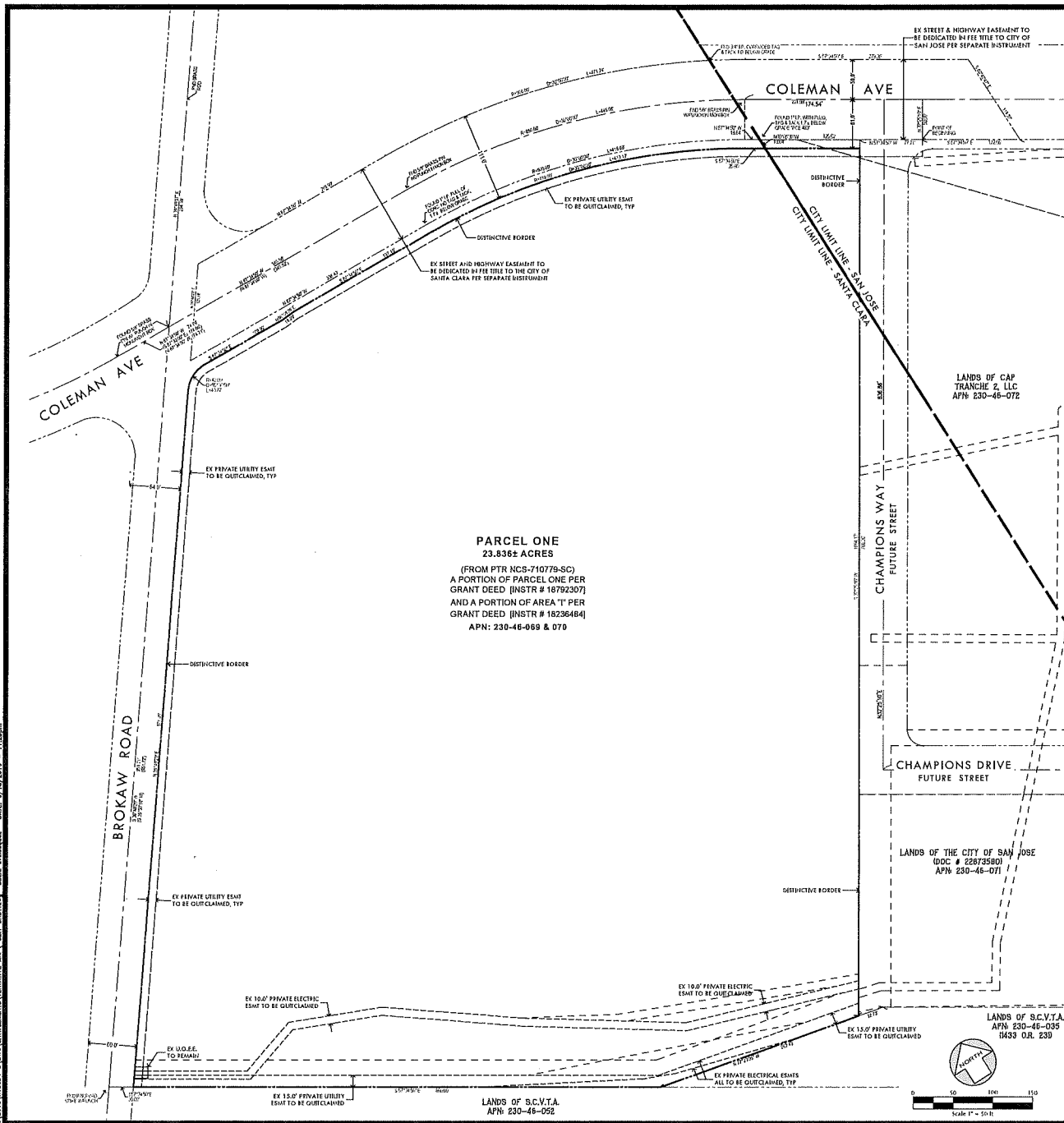
SHEET NUMBER
C2.00
Building Number

THIS PROJECT IS THE PROPERTY OF KIER & WRIGHT. NO PART OF THIS PROJECT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF KIER & WRIGHT. THE INFORMATION CONTAINED HEREIN IS FOR THE EXCLUSIVE USE OF THE CLIENT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE CLIENT AGREE TO HOLD KIER & WRIGHT HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE USE OF THIS PROJECT FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY THE CLIENT.







KIER & WRIGHT
CARR ENGINEERS & ARCHITECTS, P.C.
10721 MILLER AVE, SUITE 200
CUPERTINO, CA 95014

ISSUE



LEGEND

	CITY LIMIT / BORDER LINE
	DISTINCTIVE BORDER
	ADJACENT PROPERTY LINE
	STREET CENTERLINE OR MONUMENT LINE
	EASEMENTS AS NOTED ON PLAN

ABBREVIATIONS

APN	ASSESSOR'S PARCEL NUMBER
DOC	DOCUMENT
EASMT	EASEMENT
EX	EXISTING
FND	FOUND
INSTR	INSTRUMENT
IP	IRON PIPE
MON	MONUMENT
OR	ORIGINAL RECORDS
PVT	PRIVATE
UG.EE	UNDERGROUND ELECTRIC EASEMENT

LEGAL DESCRIPTION

PARCEL ONE:
ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SANTA CLARA AND IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL ONE AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED FEBRUARY 02, 2006 AS INSTRUMENT NO. 18792307, OFFICIAL RECORDS OF SANTA CLARA COUNTY, AND A PORTION OF AREA 1 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED FEBRUARY 17, 2006 AS INSTRUMENT NO. 15236484, OFFICIAL RECORDS OF SANTA CLARA COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT A
BEGINNING AT THE MOST NORTHERLY CORNER OF SAID AREA 1, SAID CORNER ALSO BEING A POINT
ON THE SOUTHWESTERLY LINE OF COLEMAN AVENUE;

THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 57°34'50" WEST, 77.71 FEET;

THENCE LEAVING SAID SOUTHWESTERLY LINE, SOUTH 32°25'10" WEST, 1094.17 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL ONE,

THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES.

1. NORTH 77°23'05" WEST, 262.43 FEET;
2. NORTH 57°34'50" WEST, 660.00 FEET TO THE SOUTHWESTERLY LINE OF BROKAW ROAD AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD ON JANUARY 25, 1960 IN BOOK 116 OF MAPS, PAGE 18, SANTA CLARA COUNTY RECORDS,

THENCE ALONG SAID SOUTHEASTERLY LINE, NORTH 36°48'20" EAST, 871.45 FEET TO A POINT ON THE SOUTHERLY LINE ON THAT LAND AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED MAY 09, 1968 IN BOOK 8117, PAGE 389 OF OFFICIAL RECORDS OF SANTA CLARA COUNTY;

THENCE ALONG SAID SOUTHERLY LINE, BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 42.00 FEET, THROUGH A CENTRAL ANGLE OF 55°36'50" FOR AN ARC DISTANCE OF 40.77 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT LAND AS DESCRIBED IN THE CERTAIN GRANT DEED RECORDED APRIL 04, 1995 IN BOOK N810, PAGE 1762 OF OFFICIAL RECORDS OF SANITA CLARA COUNTY;

THENCE ALONG THE SOUTHERLY, EASTERLY AND NORTHERLY LINES OF SAID GRANT DEED THE FOLLOWING NINE (9) COURSES AND DISTANCES:

1. SOUTH 67°34'50" EAST, 109.90 FEET.
2. NORTH 66°02'08" EAST, 16.29 FEET.
3. SOUTH 67°34'50" EAST, 19.10 FEET.
4. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 788.00 FEET, THROUGH A CENTRAL ANGLE OF 30°00'00" FOR AN ARC DISTANCE OF 413.12 FEET.
5. SOUTH 67°34'50" EAST, 25.65 FEET.
6. NORTH 00°00'33" WEST, 13.04 FEET.
7. NORTH 57°34'50" WEST, 16.64 FEET.
8. ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 800.00 FEET, THROUGH A CENTRAL ANGLE OF 30°00'00" FOR AN ARC DISTANCE OF 416.88 FEET.
9. NORTH 67°34'50" WEST, 338.43 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL ONE.

THENCE ALONG THE WESTERLY, NORTHERLY AND EASTERLY LINES OF SAID PARCEL ONE THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1. NORTH 35°48'20" EAST, 121.10 FEET;
2. SOUTH 87°34'59" EAST, 269.99 FEET;
3. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 900.00 FEET, THROUGH A CENTRAL ANGLE OF 30°00'00" FOR AN ARC DISTANCE OF 471.24 FEET;
4. SOUTH 57°34'59" EAST, 270.35 FEET;
5. SOUTH 00°40'47" EAST, 119.37 FEET TO A POINT ON SAID SOUTHWESTERLY LINE OF COLEMAN AVENUE;

THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 57°34'50" WEST, 122.56 FEET TO THE POINT OF BEGINNING.

AS SAID LOT A IS SHOWN ON THAT CERTAIN NOTICE OF LOT LINE ADJUSTMENT EVIDENCED BY DOCUMENT RECORDED JANUARY 18, 2011 AS INSTRUMENT NO. 21052357 OF OFFICIAL RECORDS,

PARCEL TWO:
A NONEXCLUSIVE EASEMENT FOR FLOW OF STORM WATER AND RELATED PURPOSES AS GRANTED
IN THE CERTAIN RECIPROCAL DRAINAGE EASEMENT AGREEMENT RECORDED JANUARY 19, 2011 AS
INSTRUMENT NO. 21052378, OFFICIAL RECORDS.

HUNTER STORM

10121 Miller Ave., Suite 200, Cupertino, CA 95014
Phone: (408) 255-4100 Fax: (408) 996-9425

GATEWAY CROSSINGS

DATE:	6/19/2019
PROJECT #:	A18034-3
SCALE:	AS SHOWN

SHEET TITLE
VESTING
TENTATIVE MAP
EX BOUNDARY
SURVEY

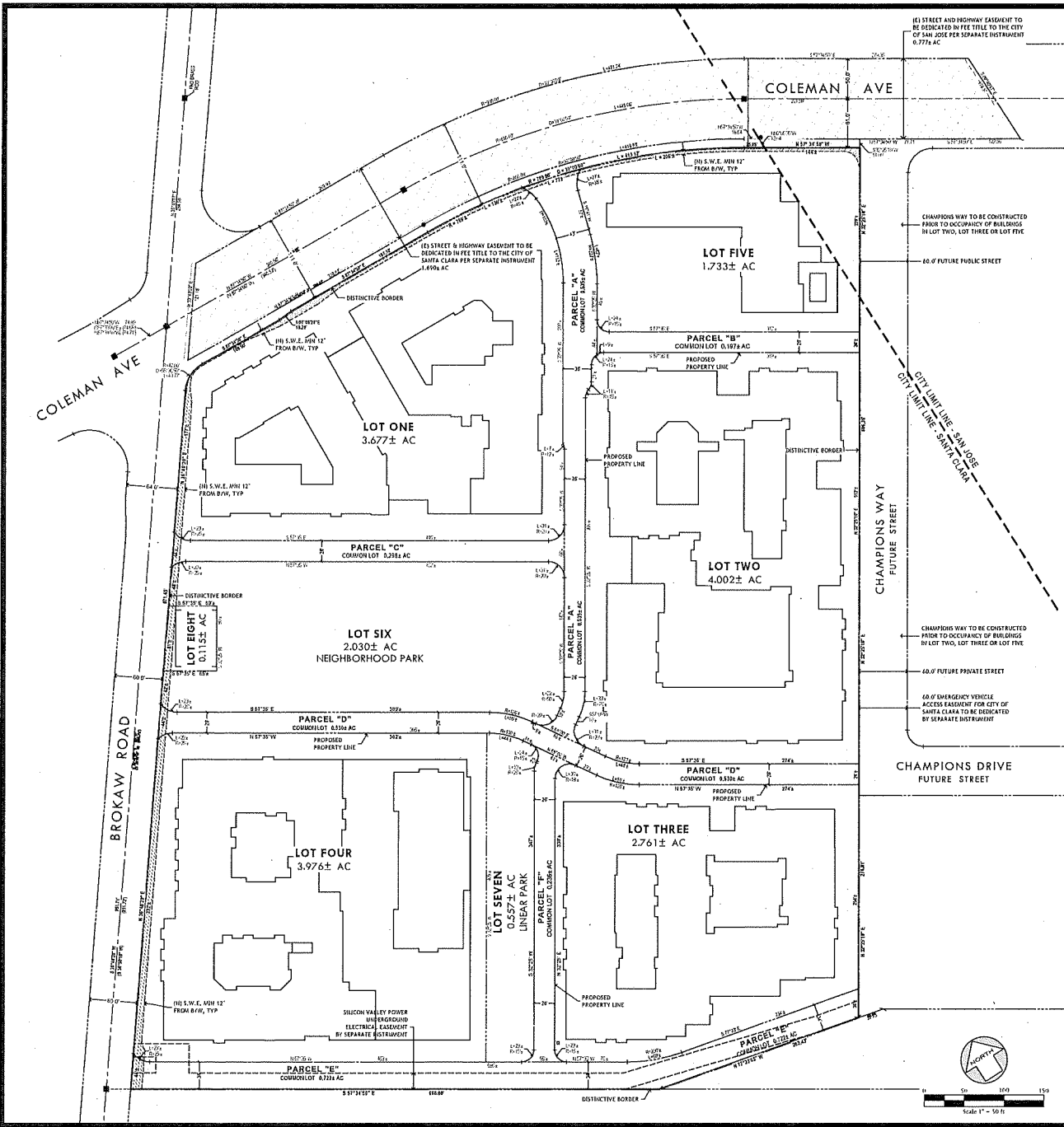
SHEET NUMBER	C2.10
Building Number	

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KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, P.C.
1175 S. W. 1st Ave., Suite 200
Fort Lauderdale, FL 33304
(954) 771-1111
Fax: (954) 771-1111

ISSUE



LEGEND

- (E) CITY LIMIT / BORDER LINE
- (E) ADJACENT PROPERTY LINE
- (E) STREET CENTERLINE OR ADJOURNING LINE
- DISTINCTIVE BORDER
- (H) INTERIOR PROPERTY LINE
- PROPOSED EASEMENT LINE
- (C) PUBLIC STREET EASEMENT TO BE DEDICATED TO THE CITIES OF SANTA CLARA & SAN JOSE IN FEE TITLE BY SEPARATE INSTRUMENTS
- (H) SIDEWALK EASEMENT TO BE DEDICATED TO THE CITIES OF SANTA CLARA & SAN JOSE
- LOTS SHOWN ON MAP AS "COMMON LOTS A, B, C, D, E, F" TO BE RESERVED FOR PRIVATE STREET PURPOSES FOR PRIVATE INGRESS AND EGRESS, PRIVATE UTILITIES, PRIVATE CHANGING AND RELATED APPEARANCES.
- SUBDIVISION SHALL DEDICATE EASEMENTS FOR THE PURPOSES OF EMERGENCY VEHICLE ACCESS, PUBLIC PEDESTRIAN AND VEHICULAR ACCESS & RELATED MATTERS.

SUBDIVISION STATEMENT

DESCRIPTION OF SUBDIVISION: "GATEWAY CROSSINGS" A NEW 6.407 SUBDIVISION INCLUDING:

- UP TO 1,500 SINGLE-FAMILY RESIDENTIAL UNITS IN (4) NEW LOTS
- UP TO 152,000 SF OF HOTEL USES WITHIN LOT 5
- UP TO 45,000 SF OF ANCESTRAL RETAIL WITHIN LOTS 1, 2, 3, 4 & 8
- DEDICATION OF 2.1 LOTS TO THE CITY FOR NEW PUBLIC PARK

NOTE: REFERENCE MADE TO PARCELS LOTS 1, 2, 3, 4, 5, 6, 7 & 8. PARCELS "A" THROUGH "F" ARE PROPOSED AS NON-RESIDENTIAL COMMON LOTS PER THE DISPOSITIONS ABOVE. LOTS 6 & 7 ARE TO BE DEDICATED TO THE CITY FOR NEW PUBLIC PARKS.

PROJECT CONTACTS:

OWNER & SUBDIVIDER: 200 BROOKWAY, LLC 1012 VILLER AVE 4000 CUPERTINO, CA 95014	ENGINEER/SURVEYOR: KIER AND WRIGHT 3200 SCOTT BLVD BUILDING 22 SANTA CLARA, CA 95054
SEAL OF DEVELOPMENT: CONTACT: JOHN RUPERT 408.225.4100	SURVEYOR OF RECORD: RYAN HANNA, LS 8174 PHONE: 408.727.6655

SITE ADDRESSES: 1505 COLEMAN AVE 340 BROOKWAY ROAD
378 BROOKWAY ROAD 400 BROOKWAY ROAD

ASSESSORS PARCEL #: 230-46-069 & 230-46-070

SITE AREA CALCULATIONS: 23.876± AC EXISTING GROSS PARCEL AREA
2.467± AC PUBLIC STREET EASEMENT DEDICATION
21.389± AC RESULTANT GROSS PARCEL AREA

FLOOD ZONE: AREA "X" - DEFINED AS: "AREAS WITH REDUCED FLOOD RISK DUE TO LEVEES, OR AREAS PROTECTED BY LEVEES FROM AN ANNUAL CHANCE FLOOD" INFORMATION VERIFIED JUNE, 2016, FROM FEMA WEBSITE TO BE AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP (FIRM) NUMBER 060602021N, EFFECTIVE ON 05/18/2009.

GENERAL PLAN DESIGNATION: SANTA CLARA STATE FOCUS AREA: REGIONAL COMMERCIAL, VERY HIGH-DENSITY RESIDENTIAL AND HIGH-DENSITY RESIDENTIAL OVERLAY

ZONING DISPOSITIONS: EXISTING: "M" LIGHT INDUSTRIAL
PROPOSED: "P" PLANNED DEVELOPMENT

LAND USE DISPOSITIONS: EXISTING: INDUSTRIAL MANUFACTURING, CURRENTLY VACANT
PROPOSED: VERY HIGH-DENSITY RESIDENTIAL & COMMERCIAL HOTEL

SUBDIVISION NOTES

1. THIS TENTATIVE MAP IS BEING FILED IN ACCORDANCE WITH THE SUBDIVISION MAP ACT ARTICLE 1, SECTION 6442 AND CHAPTER 4.5, AS APPLICABLE. ALL PROVISIONS AND AREA DESIGNATIONS ARE APPROXIMATELY ONLY AND SUBJECT TO CHANGE.
2. THE TOTAL AREA SHOWN WITHIN THE DISTINCTIVE BORDER IS APPROXIMATELY 31.389± ACRES. ALL PROPOSED DISTANCES AND BEARINGS SHOWN ARE APPROXIMATE AND WILL BE FINALIZED AT THE PARCEL MAP STAGE.
3. THIS SUBDIVISION SHALL CONFORM TO THE STREET TREE PLAN OF THE CITY OF SANTA CLARA.
4. PARCELS WITH LETTER DESIGNATIONS "A" THROUGH "F" SHALL BE PRIVATE STREETS/STREET NAMES TO BE DETERMINED AT FINAL MAP STAGE. THESE NON-BUILDABLE PARCELS WILL BE DESIGNATED AS COMMON LOTS TO PROVIDE EASEMENTS FOR BUSINESS AND GORES, EMERGENCY VEHICLE ACCESS, SHARED UTILITIES, AND RELATED REQUIREMENTS.
5. ADDITIONAL PRIVATE EASEMENT NEEDS MAY BE IDENTIFIED IN FURTHER STAGES OF DESIGN, AND WILL BE RECORDED THROUGH SEPARATE INSTRUMENTS. ALL DISTINGUISHING ON-SITE ARE TO BE QUOTED/CLARIFIED OR VACATED, UNLESS NOTED OTHERWISE.
6. IN ACCORDANCE WITH THE SUBDIVISION MAP ACT, SECTION 6442.1, MULTIPLE FINAL MAPS MAY BE FILED UNDER THE APPROVAL ON CONDITION APPROVAL OF THIS TENTATIVE MAP. PHASED FINAL MAPS MAY INCLUDE LOTS WHICH CORRESPOND TO PROPOSED BUILDINGS OR THOSE WHICH MAY EXIST IN A PARTICULAR PHASE. THE SUBDIVIDER RESERVES THE RIGHT TO IMPLEMENT THE ORDER OF PHASING AND THE NUMBER OF LOTS TO BE INCLUDED IN ANY SPECIFIC PHASE. LOT NUMBERING MAY DIFFER ON PHASED FINAL MAPS AS LONG AS THE RESPECTIVE LOT CONCENTRATIONS REMAIN SUBSTANTIALLY THE SAME AS SHOWN ON THIS MAP.
7. THE BOUNDARY CONTIGUOUS, EASEMENTS AND OTHER DISBURSANCES SHOWN ON THESE DRAWINGS ARE BASED SOLELY UPON THE INFORMATION CONTAINED IN A PRELIMINARY TITLE REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE # KIC-17079136, DATED MARCH 21, 2016. NO LIABILITY IS ASSIGNED FOR MATTERS OF RECORD NOT STATED IN SAID PRELIMINARY TITLE REPORT THAT MAY AFFECT THE BOUNDARY LINES, EXCEPTIONS OR EASEMENTS AFFECTING THE SUBJECT PROPERTY.
8. COVENANTS, CONDITIONS & RESTRICTIONS (CC&R) WILL BE PREPARED TO VACILLATE AND MAINTAIN THE OPERATIONS, MAINTENANCE AND RELATED FUNCTIONS OF THE COMMON AREAS.
9. MONUMENT: BN 674-B LOC & OS, 2-111, LOCATED AT THE TOP OF THE NORTHEASTERLY END OF THE SOUTHEASTERLY CONCRETE EASEMENT OF A CONCRETE BRIDGE OVER PALMER STREET AT SOUTHERN PACIFIC RAILROAD, 6.8 FEET NORTHEASTERLY OF CONCRETE GUARDRAIL, FIELD BOOK 74A, PAGE 5. ELEVATION: 75.79 (JUNES 1925).
10. BASIS OF BEARINGS: THE BEARING OF SOUTH 57°45'00" EAST TAKEN ON THE CENTERLINE OF COLEMAN AVENUE AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD ON MAY 11, 1979 IN BOOK 447 OF MAPS AT PAGES 28 THROUGH 31, SANTA CLARA COUNTY RECORDS, WAS TAKEN AS THE BASIS OF ALL BEARINGS HEREON.
11. A GEOTECHNICAL REPORT HAS BEEN PREPARED FOR THIS DEVELOPMENT BY CONVERSE/STEELE EARTH GROUP, PROJECT NUMBER 1924-1, DATED AUGUST 27, 2016.
12. TOPOGRAPHIC SURVEY & CONTOUR DATA SHOWN IS BASED ON INITIAL AERIAL PHOTOGRAPHY, AND SUPPLEMENTED WITH ADDITIONAL DETAILED FIELD SURVEY AT VARIOUS TIMES, MOST RECENTLY IN MARCH, 2017 AFTER COMPLETION OF SITE DEVELOPMENT.

HUNTER STORM

10121 Miller Ave, Suite 200, Cupertino, CA 95014
 Phone: (408) 255-4100 Fax: (408) 255-9425

GATEWAY CROSSINGS

DATE: 05/06/2018
 PROJECT #: A10034-3
 SCALE: AS SHOWN

SHEET TITLE
 VESTING
 TENTATIVE MAP
 PROPOSED
 SUBDIVISION

SHEET NUMBER
 C2.20
Building Number

KIER & WRIGHT
 CIVIL ENGINEERS & SURVEYORS, P.C.
 10121 MILLER AVE, SUITE 200, CUPERTINO, CA 95014
 (408) 255-4100 FAX (408) 255-9425

ISSUE

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SANTA CLARA, CALIFORNIA APPROVING A VESTING
TENTATIVE SUBDIVISION MAP AT 1205 COLEMAN AVENUE,
SANTA CLARA**

SCH#2017022066
CEQ2016-01025 (EIR)
PLN2016-12318 (General Plan Amendment and Rezoning)
PLN2016-12321 (Vesting Tentative Subdivision Map)
PLN2017-12481 (Development Agreement)

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, on November 9, 2016, TOD Brokaw, LLC (“Owner”) made an application for the development of a 21.4 acre site located at 1205 Coleman Avenue (APNs: 230-46-069 and 230-46-070), which is currently undeveloped (“Project Site”) and within the Santa Clara Station Focus Area;

WHEREAS, the application proposes a General Plan Amendment from Santa Clara Station Regional Commercial (commercial up to 3.0 Floor Area Ratio (FAR)), Santa Clara Station High Density Residential (37-50 dwelling units per acre (du/ac)), and Santa Clara Station Very High Density Residential (51-100 du/ac) to Santa Clara Station Very High Density Residential (51-120 du/ac) with a minimum commercial FAR of 0.20, and amend the General Plan Land Use Map (Figure 5.4-4) for the Santa Clara Station Focus Area to reflect the General Plan change;

WHEREAS, the General Plan Amendment includes an amendment to the Climate Action Plan setting forth vehicle trip reduction targets for the land use classification;

WHEREAS, Owner simultaneously applied for a Zoning Code text amendment to add a new zoning designation of Very High Density Mixed Use (VHDMU); and a rezone of the Project Site from Light Industrial (ML) to the new VHDMU designation to allow the construction of 1,600 multi-family dwelling units, an 182,000 square foot full-service hotel with 225 rooms, 25,000 square feet of ground floor ancillary retail, surface and structured parking, private streets,

landscaped open space, on- and off-site public right-of-way improvements, and site infrastructure and utilities to support the development (Project”);

WHEREAS, pursuant to Section 17.05.210 of the Code of the City of Santa Clara (“SCCC”), a Tentative Subdivision Map shall be required for all divisions of land into five or more parcels;

WHEREAS, on September 11, 2018 the Subdivision 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(e)(2) 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 Tentative Subdivision Map;

WHEREAS, on November 14, 2018, the Planning Commission conducted a duly noticed public hearing to consider the proposed Vesting Tentative Subdivision Map, at the conclusion of which the Commission voted to recommend that the City Council approve the Vesting Tentative Subdivision Map;

WHEREAS, a Draft Environmental Impact Report (“DEIR”) was prepared in accordance with CEQA and the City circulated copies of the DEIR and Notice of Availability 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”);

WHEREAS, a Mitigation Monitoring and Reporting Program has been prepared for implementation with Project development to reduce potentially significant impacts identified in the EIR, to less than significant levels, and a Statement of Overriding Considerations for the significant unavoidable impacts that cannot be mitigated to less than significant has been prepared in accordance with CEQA;

WHEREAS, the City Council held a duly noticed public hearing on December 4, 2018, at the close of which, the City Council continued the Project to allow for additional public outreach and consideration of revisions to the Project;

WHEREAS, the Owner conducted two additional community public outreach meetings following the December 4, 2018 City Council meeting and subsequently revised the Project in response to community input to include 1,600 multi-family dwelling units, a 162,000 square foot hotel with 225 rooms, 25,000 square feet of ground floor ancillary retail, two public parks, surface and structured parking, private streets, landscaped open space, on- and off-site public right-of-way improvements, and site infrastructure and utilities to support the development ("Revised Project"),

WHEREAS, the Subdivision Committee reviewed the revised Vesting Tentative Subdivision Map on April 30, 2019 to create two commercial parcels, four mixed use residential and commercial parcels, two dedicated park parcels and six common lots to serve the development;

WHEREAS, on May 7, 2019, the Subdivision Committee determined that the application was complete and in general conformance with the Vesting Tentative Subdivision Map reviewed by Planning Commission on November 14, 2018, and determined that it should proceed to the City Council;

WHEREAS, notice of the public hearing on the proposed Vesting Tentative Subdivision Map was published in *The Weekly* (formerly the *Santa Clara Weekly*), a newspaper of general circulation for the City, on May 8, 2019 for the Council meeting of May 21, 2019;

WHEREAS, on May 10, 2019, notices of the public hearing on the proposed Vesting Tentative Subdivision Map were posted at three conspicuous locations within 300 feet of the Project Site and mailed to property owners within an expanded notification radius to include approximately 4,800 properties on May 10, 2019 for the Council meeting of May 21, 2019, and to all local agencies expected to provide essential facilities or services to the Project;

WHEREAS, the City Council held a duly noticed public hearing on May 21, 2019 and following public testimony, continued the public hearing to July 9, 2019 with the request to the Owner to increase retail floor area in the project design;

WHEREAS, the Owner subsequently modified the project design to provide 1,565 residential units, a 152,000 square hotel with 225 rooms, and 45,000 square feet of ancillary retail on-site (“Final Project”) without change to the proposed Vesting Tentative Subdivision Map;

WHEREAS, an analysis of the environmental impacts of the Final Project was completed comparing the effects of the changes in residential unit count and commercial floor area with the impacts identified in the DEIR and concluded that the Final Project would not result in new impacts or a substantial increase in the severity of any significant impacts disclosed previously in the DEIR, and are not considered significant new information pursuant to CEQA Guidelines Section 15088.5; and

WHEREAS, on July 9, 2019, the City Council conducted a continued public hearing at which time all interested persons were given an opportunity to provide testimony and the City Council considered the information presented in the Staff Report, and all verbal and written evidence

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF 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 21.4 acre Project Site into a two commercial parcels, four mixed use residential and commercial parcels, two dedicated public park parcels

and six common parcels for development of 1,565 multi-family dwelling units, an 152,000 square foot hotel with 225 rooms, 45,000 square feet of ground floor ancillary retail, two public parks, surface and structured parking, private streets, landscaped open space, on- and off-site public right-of-way improvements, and site infrastructure and utilities to support the development compatible with existing and planned land uses in the Santa Clara Station Focus Area surrounding the Project Site, subject to conditions set forth in the Conditions of Vesting Tentative Subdivision Map 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 in that the Vesting Tentative Subdivision Map facilitates development of a high density mixed use project in proximity to transit. The residential component includes affordable and market rate units that contribute to the City's housing stock, assists to offset the jobs/housing imbalance, and provides ridership to maximize local and regional investments in transit infrastructure. The commercial and park components provide services and amenities to support residents, employees and visitors on-site and assist to reduce vehicle miles travelled with the integration of land uses in Project development. The Project transforms the property from a vacant light industrial use to an active mixed use development that would transition in scale and intensity of use with existing and planned land uses in the Santa Clara Station Area surrounding the Project Site and serve as a catalyst for investment in the Project area to support increased transit ridership and General Fund revenues.

C. The site is physically suitable for the proposed type of development, in that the Project is an infill transit-oriented mixed use development that includes a mix of high density housing, local and regional commercial uses, parks and landscaped open space and street frontages, and public and private improvements as contemplated in the Santa Clara Station Focus Area.

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 public health problems, in that the Project is a transit supportive mixed use development consisting of 1,565 multi-family dwelling units, an 152,000 square foot hotel with 225 rooms, 45,000 square feet of ground floor ancillary retail and associated public and private improvements to support the development that is compatible with existing and planned development surrounding the Project Site; that will include and implement Covenants Conditions and Restrictions for operation and maintenance of the buildings and site improvements; and that 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 is located in an urbanized setting, on a developed site, and includes mitigation measures, as identified in the EIR, that reduces impacts to biological resources 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 the Project is designed to avoid encroachment and conflicts with public easements in the site design.

H. The Vesting Tentative Subdivision 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, EIR 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, substantially in the form on file as shown on the attached Vesting Tentative Subdivision Map and Conditions of Vesting Tentative Subdivision Map Approval, hereby incorporated 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 COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 9th DAY OF JULY, 2019, 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

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CONDITIONS OF VESTING TENTATIVE SUBDIVISION MAP APPROVAL

Project Plans Received on 06-19-2019

In addition to complying with all applicable codes, regulations, ordinances and resolutions, the following **conditions of approval** are recommended:

GENERAL

- G1. 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.
- G2. Comply with all applicable codes, regulations, ordinances and resolutions.

ATTORNEY'S OFFICE

- A1. The Developer 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, attorneys' fees, injuries, costs, and liabilities arising 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 Developer's project.

COMMUNITY DEVELOPMENT

- C1. The project shall comply with the conditions set forth in the Development Agreement in effect between the City of Santa Clara and TOD Brokaw, LLC.
- C2. The project shall comply with the mitigation measures and conditions identified in the Environmental Impact Report and Mitigation Monitoring and Reporting Program for the Gateway Crossings Project.
- C3. Obtain a Site Development Permit from the City of San Jose Planning Department for the portion of the project site located in the City of San Jose for landscape improvements as part of the landscape plan for the Gateway Crossings Project, prior to issuance of building permits.
- C4. Obtain City approval for name of private street(s) prior to Final Map approval.
- C5. Developer shall submit to the City Covenants, Conditions and Restrictions (CC&Rs) or equivalent instrument assigning and governing perpetual maintenance of the private street in good condition for the life of the Project, prior to issuance of building permits. Said document shall be recorded along with the Title for each property with the Santa Clara County Recorder's Office.

ENGINEERING



- E1. Obtain site clearance through Engineering 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 Engineering 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 included within a Single Encroachment Permit issued by the City Engineering Department.
- E3. All work within City of San Jose Limit will require an encroachment permit from City of San Jose.
- E4. Submit public improvement plans prepared in accordance with City Engineering 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 subdivision map and/or issuance of building permits.

- E5. Developer is responsible for cost of relocation or modification of any public facility necessary to accommodate subject development.
- E6. Dedicate lots A, B, C, D, E, and F as public pedestrian and vehicle access easements.
- E7. Dedicate emergency vehicle access easement over neighboring property (future Champions Way) prior to issuance of building permits.
- E8. All portions of Champions Way within in the City of Santa Clara shall be dedicated as public pedestrian and vehicle access and emergency vehicle access easements by separate instrument.
- E9. Existing Coleman Avenue public street easement shall be dedicated to the City in fee title by separate instrument.
- E10. Dedicate all required easements on Subdivision Map or via separate instrument, as determined by the City.
- E11. Additional public street dedication required for the widening of Coleman Avenue shall be dedicated on the Subdivision Map.
- E12. File and record Subdivision Map for proposed development and pay all appropriate fees prior to Building Permit issuance. All municipalities shall be included as signatories to the Subdivision Map as required.
- E13. Obtain Council approval of a resolution ordering vacation of the portion of existing easement(s) proposed to be abandoned through Engineering Department, and pay all appropriate processing fees.
- E14. Show limits of water ponding and water daylighting for the 100-year storm event.
- E15. 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.
- E16. Sanitary sewer and storm drain mains and laterals shall be outside the drip line of mature trees or 10' clear of the tree trunk whichever is greater.
- E17. 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.
- E18. 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.
- E19. All proposed sidewalk, walkway, and driveways shall be ADA compliant per City Standard.
- E20. Slurry seal with digouts full width of Coleman Avenue along property frontage.
- E21. Reconstruct full width of Brokaw Road, from Coleman Avenue to the southern terminus of Brokaw Road, with 6" AC over 16" AB or 12" Full Depth AC.
- E22. Show and comply City's driveway Triangle of Safety (sight distance) requirement at proposed driveways and City's Intersection Visibility Obstruction Clearance (sight distance) at the southeast corner of the Brokaw Road/Coleman Avenue intersection. No trees and/or structures obstructing drivers' view are allowed in the Triangle of Safety and Corner Visibility Obstruction areas.
- E23. Public parking cannot be counted towards on-site parking requirements.
- E24. All proposed driveways shall be City Standard ST-8 driveways with the exception of driveways at intersections which may be City Standard ST-10.
- E25. The driveway on Coleman south of the Brokaw Road intersection can be designed as a flared driveway to accommodate trucks.

- E26. Brokaw Road typical midblock cross-section shall include minimum 6' wide bicycle lanes and 12' through lanes both eastbound and westbound to accommodate future shuttles/bus to the planned future BART station. Gutter pan shall not be included in the width of the bicycle lane.
- E27. Provide a left turn lane, a shared through and left and a separate right turn lane on the eastbound and westbound Brokaw Road approaches at the intersection with Coleman Avenue. On the eastbound Brokaw Road approach provide minimum 10' wide left turn lane, 10' wide shared through and left turn lane and a 14' wide shared bicycle and right turn only lane. Provide 15' receiving lane on Brokaw Road west of Coleman Avenue. On the westbound Brokaw Road approach provide minimum 10' wide left turn lane, 10' wide shared through and left turn lane, and a minimum 11' wide right turn only lane.
- E28. Remove existing curb ramp at southwest corner of Brokaw/Coleman along project frontage and install 2 curb ramps per City Standard ST-14.
- E29. Provide a right-out only driveway approximately 200' west of Coleman Avenue.
- E30. Provide a new traffic signal at the intersection of Brokaw Road/Costco Driveway/Project driveway. At this intersection, provide 6' wide bicycle lanes in both directions, minimum 12' wide eastbound and westbound through lanes and minimum 11' eastbound and westbound left turn lanes.
- E31. Provide minimum 11' wide westbound left turn lane at driveway on the western edge of the property.
- E32. The first un-signalized driveway on Coleman approximately 500' south of Brokaw should be signed for right out only at exit. This driveway can be designed as a flared driveway to accommodate trucks.
- E33. Provide a second signalized full access driveway at the south edge of the project site on Coleman Avenue/Champions Way (Future Street). Provide a north-south on-site connection between the two Coleman Avenue driveways to allow traffic entering/exiting from the two driveways to circulate on-site.
- E34. Dedicate right-of-way along southbound Coleman to construct third southbound through lane and a bike lane. Widen Coleman Avenue along the property frontage to provide three 11' minimum wide through lanes, 12' wide center two-way left turn lane and a minimum 6' wide bicycle lane.
- E35. Provide traffic signal interconnect between the Brokaw/Coleman intersection and the new proposed traffic signal at the south edge of the Project site. Provide traffic signal interconnect to the new traffic signal at the Brokaw Road/Costco Driveway intersection.
- E36. Provide minimum 8' wide sidewalk along Brokaw Road with 5' landscape strip along Brokaw Road.
- E37. Provide minimum 8' wide sidewalk plus 6' wide landscape strip along Coleman Avenue property frontage.
- E38. Coordinate with cities of Santa Clara and San Jose on the design and construction of proposed Champions Way (Future Street) on the eastern perimeter of the project. Provide 8' wide sidewalk and 6' wide planter strip on the future street.
- E39. Remove existing crosswalks and restripe new crosswalks to align with the new curb ramps at the southeast corner of the intersection of Brokaw Road/Coleman Avenue.
- E40. All traffic striping, messages and symbols shall be thermoplastic.
- E41. The existing bus stop south of the intersection of Coleman Avenue/Brokaw Road shall be reconstructed just west of its current location due to the widening of Coleman Avenue. Include bus duck out, bus pad, bus shelter and bench per VTA requirements.
- E42. Reconstruct traffic signal at northwest and southwest corner of the Brokaw Road/Coleman Avenue intersection to bring signal, poles, and underground infrastructure to current ADA and City standards.
- E43. The developer shall comply with the mitigations in the EIR/TIA.

- E44. Install “No Parking at Any Time” signs along the project frontage on the south side of Brokaw Road.

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PROJECT INFORMATION	PROJECT DIRECTORY	SHEET INDEX
<p><u>ASSESSOR'S PARCEL NUMBER(S)</u></p> <p>230-46-069 & -070</p> <p><u>EXISTING BUILDING ADDRESSES</u></p> <p>1205 Coleman Ave</p> <p>328 Brokaw Road 340 Brokaw Road 400 Brokaw Road</p> <p><u>PLANNING/ZONING</u></p> <p>EXISTING ZONING: Light Industrial</p> <p>EXISTING GENERAL PLAN DESIGNATION: Station Area Plan</p> <p>PROPOSED ZONING DESIGNATION: Very High Density Residential</p> <p>PROPOSED GENERAL PLAN DESIGNATION: Community Commercial / Very High Density Residential</p> <p><u>BUILDING HEIGHT</u></p> <p>The maximum building height 85 feet and subject to the Federal Aviation Administration (FAA) regulation Part 77 height restrictions</p> <p><u>SETBACK</u></p> <p>Minimum building setback from Coleman Avenue is 25 feet. Minimum building setback from Brokaw Street is 25 feet. Minimum building setback from Champion Pkwy is 25 feet.</p>	<p><u>OWNER</u></p> <p>TOD Brokaw, LLC 10121 Miller Ave, Suite 200 Cupertino, CA 95014</p> <p><u>ARCHITECT</u></p> <p>MVE + Partners, Inc. 1900 Main Street, 8th Floor Irvine, CA 92614</p> <p><u>CIVIL ENGINEER</u></p> <p>Kier + Wright 3350 Scott Blvd, Building 22 Santa Clara, CA 95054</p> <p><u>LANDSCAPE ARCHITECT</u></p> <p>The Guzzardo Partnership Inc. 181 Greenwich Street San Francisco, CA 94111</p> <p><u>VICINITY MAP</u></p> 	<p><u>GENERAL</u></p> <p>GEN.1 PROJECT INFORMATION, DIRECTORY AND INDEX GEN.2 PROJECT ILLUSTRATIVE PLAN GEN.3 PROJECT DATA</p> <p><u>CIVIL</u></p> <p>C1.00 OVERALL CONTEXT PLAN C2.00 VESTING TENTATIVE MAP - EX CONDITIONS C2.10 VESTING TENTATIVE MAP - EX BOUNDARY SURVEY C2.20 VESTING TENTATIVE MAP - PROPOSED SUBDIVISION C2.21 DETAILED SITE PLAN C2.22 DETAILED SITE PLAN C2.30 TYPICAL STREET SECTIONS C2.40 FIRE ACCESS & APPARATUS C3.10 PRELIMINARY GRADING PLAN C3.20 PRELIMINARY STORMWATER CONTROL PLAN C3.21 PRELIMINARY STORMWATER CONTROL PLAN C4.10 COMPOSITE SITE UTILITY & TREE OVERLAY PLAN C4.11 PRELIMINARY UTILITY PLAN C4.12 PRELIMINARY UTILITY PLAN</p> <p><u>ARCHITECTURE</u></p> <p>A1.01 PLAN- B1 A1.02 PLAN-STREET LEVEL A1.03 PLAN-LEVEL 2 A1.04 PLAN-LEVEL 3 A1.05 PLAN-LEVEL 4-5 A1.06 PLAN-LEVEL 6 A1.07 PLAN-LEVEL 7 A1.08 PLAN-LEVEL 8, LEVEL 9-12, LEVEL 13 A1.09 PLAN-LEVEL ROOF A1.11 TYPICAL UNIT PLANS A1.12 TYPICAL UNIT PLANS A2.01 ARCHITECTURAL STYLE 1 A2.02 ARCHITECTURAL STYLE 2 A2.03 ARCHITECTURAL STYLE 3 A2.04 ARCHITECTURAL STYLE 4 A2.05 ARCHITECTURAL STYLE 4 A2.06 ARCHITECTURAL STYLE 5-TOWER A2.07 ARCHITECTURAL STYLE 6-HOTEL A2.08 SHADOW STUDIES SP1.00 CONCEPTUAL SITE SECTIONS SP3.01 VENTILATION PLAN MAP</p> <p><u>LANDSCAPE</u></p> <p>L-1.0 Schematic Landscape Plan - Overall L-1.1 Park Master Plan L-1.2 Park Credit Legend L-1.3 Planting Notes and Legends L-2.1 Schematic Landscape Plan - Site L-2.2 Schematic Landscape Plan - Site L-2.3 Schematic Landscape Plan - Site L-2.4 Schematic Landscape Plan - Site L-2.5 Schematic Landscape Plan - Site L-2.6 Schematic Landscape Plan - Site L-2.7 Schematic Landscape Plan - Podium Building 1 L-2.8 Schematic Landscape Plan - Podium Hotel L-2.9 Schematic Landscape Plan - Podium Building 2 L-2.10 Schematic Landscape Plan - Podium Building 3 L-2.11 Schematic Landscape Plan - Podium Building 4 L-3.1 Irrigation Zoning Diagram - Site and Podium L-3.2 Irrigation Legend, Notes and Water-use Calculations L-3.3 Irrigation Details L-3.4 Irrigation Details L-4.1 Site Sections L-4.2 Site Sections L-4.3 Landscape Details L-4.4 Landscape Details L-4.5 Landscape Details</p>
		

HUNTER STORM

GATEWAY CROSSINGS

10121 Miller Ave, Suite 200, Cupertino, CA 95014
Phone: (408) 234-0207 Fax: (408) 999-8470

DATE: 08-05-2019
PROJECT #:
SCALE:

SHEET TITLE
PROJECT
INFORMATION,
DIRECTORY
AND INDEX

SHEET NUMBER
GEN.1

MVE

+ PARTNERS

1795 Main Street, Suite 800
Irvine, California 92614
Tel: 949.333.8100
www.mve-and-partners.com



HUNTER STORM

GATEWAY CROSSINGS

DATE: 08-03-2019
 PROJECT #:
 SCALE: 1" = 50'-0"
 0 50 100
 NORTH

SHEET TITLE
 ILLUSTRATIVE
 SITE PLAN

SHEET NUMBER
 GEN.2

MVE
 + PARTNERS
 1795 Main Street, Suite 800
 Irvine, California 92614
 TEL: 949.333.8888
 www.mve-partners.com

PROJECT DATA	
PROJECTED USE:	MULTI-FAMILY RESIDENTIAL (R-2)
NUMBER OF TOTAL UNITS:	1565 UNITS
TOTAL EXISTING GROSS AREA	23.84 ACRES
TOTAL EXISTING NET AREA:	21.40 ACRES
TOTAL PROPOSED NET AREA:	21.37 ACRES
PROPOSED RESIDENTIAL AREA:	44.72 ACRES
PROPOSED COMMERCIAL AREA:	4.28 ACRES
PROPOSED RESIDENTIAL DENSITY:	73.13 DU/AC

RESIDENTIAL UNIT DATA

UNIT COUNT	
BUILDING 1	332 DU
BUILDING 2	393 DU
BUILDING 3	324 DU
BUILDING 4	516 DU
TOTAL	1565 DU

UNIT MIX		
UNIT TYPE	UNIT COUNT	PERCENTAGE
STUDIO	184 DU	12%
1-BEDROOM	684 DU	44%
1BD + DEN	103 DU	7%
2-BEDROOM	504 DU	32%
2BD + DEN	90 DU	6%
TOTAL	1565 DU	100%

*ALL DENS WILL REMAIN A DEN AND WILL NOT BE CONVERTED TO A BEDROOM.

*ALL DENS WILL REMAIN A DEN AND WILL NOT BE CONVERTED TO A BEDROOM.

HOTEL DATA				
ROOM COUNT	HOTEL ROOMS	BACK OF HOUSE (support, service, & circulation)	AMENITY (lobbies, food & beverage, spa, and fitness)	CONFERENCE
225	102,400 +/- SF	25,200 +/- SF	16,400 +/- SF	8,000 +/- SF

*VALUES SHOWN IN THIS CHART IS NOT IN ADDITION TO THE TOTAL VALUE SHOWN IN THE COMMERCIAL AREA INFORMATION.

PROJECT PROGRAM

COMMERCIAL/ RETAIL AREA INFORMATION

HOTEL152,000 +/- S.F.

RETAIL45,000 +/- S.F.

TOTAL COMMERCIAL/RETAIL AREA197,000 +/- S.F.

*GARAGE AREAS ARE EXCLUDED FROM COMMERCIAL/ RETAIL AREA CALCULATIONS.

GARAGE AREAS ARE INCLUDED IN THE RESIDENTIAL BUILDING AREA CALCULATIONS.

ALL AREA INFORMATION IS SHOWN FOR FIRE CODE CALCULATION PURPOSES.

RESIDENTIAL BUILDING AREA INFORMATION

BUILDING 1

BUILDING 2

BUILDING 3

BUILDING 4

TYPE IA CONSTRUCTION281,148 +/- S.F.327,151 +/- S.F.235,279 +/- S.F.573,140 +/- S.F.

WOOD TYPE IIIA CONSTRUCTION344,521 +/- S.F.439,448 +/- S.F.328,230 +/- S.F.359,302 +/- S.F.

TOTAL BUILDING AREA625,669 +/- S.F.766,599 +/- S.F.563,509 +/- S.F.932,442 +/- S.F.

*GARAGE AREAS ARE EXCLUDED FROM COMMERCIAL/ RETAIL AREA CALCULATIONS.
GARAGE AREAS ARE INCLUDED IN THE RESIDENTIAL BUILDING AREA CALCULATIONS.
ALL AREA INFORMATION IS SHOWN FOR FIRE CODE CALCULATION PURPOSES.

BICYCLE PARKING		
CLASS I BICYCLE PARKING		
LOCATION	BICYCLE SPACES	RATIO
BUILDING 1	166 SPACES	1 space / 2 DU
BUILDING 2	197 SPACES	1 space / 2 DU
BUILDING 3	162 SPACES	1 space / 2 DU
BUILDING 4	258 SPACES	1 space / 2 DU
HOTEL	8 SPACES	1 space /30 rooms
RETAIL	1 SPACES	1 space /30 employees
TOTAL	792 SPACES	
CLASS II BICYCLE PARKING		
LOCATION	BICYCLE SPACES	RATIO
RESIDENTIAL	105 SPACES	1 space /15 DU
RETAIL	8 SPACES	1 space /6,000 SF
PARK	4 SPACES	

NOTE: CLASS I BICYCLE PARKING PROVIDED IN SECURED ROOM OF EACH BUILDING

VEHICLE PARKING

HOTEL VEHICLE PARKING	
ADA	UNIVERSAL
12	168
180	

* 79 PARKING SPACES PROVIDED FOR GUESTS IN HOTEL BUILDING AND 101 PARKING SPACES PROVIDED IN BUILDING 2. (0.8/KEY)

BUILDING 1 VEHICLE PARKING							
VISITOR			RESIDENTIAL (1.27 SPACE/DU)			MOTORCYCLE	
ADA	EV	UNIVERSAL	ADA	EV	UNIVERSAL	COMPACT	(1 SPACE/40 DU)
4	5	61	9	22	385	7	9
70			423				

* VISITOR PARKING SPACES ARE SHARED WITH RESIDENTIAL GUEST, RETAIL AND PARK VISITOR. (RETAIL PARKING 1/ 200 SF, RESIDENTIAL GUEST PARKING 0.1/DU)

BUILDING 2 VEHICLE PARKING							
VISITOR			RESIDENTIAL (1.07 SPACE/DU)			MOTORCYCLE	
ADA	EV	UNIVERSAL	ADA	EV	UNIVERSAL	COMPACT	(1 SPACE/40 DU)
5	6	84	9	22	390	0	10
95			421				

* VISITOR PARKING SPACES ARE SHARED WITH RESIDENTIAL GUEST, HOTEL AND PARK VISITOR. (HOTEL PARKING 0.8/KEY, RESIDENTIAL GUEST PARKING 0.1/DU)

PARKING STALL SIZE:

UNIVERSAL 8'-0" X 18'-0"
ADA 9'-0" X 18'-0"
COMPACT 8'-0" X 16'-0"
MOTORCYCLE 3'-0" X 6'-0"

DRIVE AISLE WIDTH :25'

ADDITIONAL 24 PARALLEL PARKING STALLS PROVIDED FOR RETAIL AND PARK USE AT INTERNAL STREET.

BUILDING 3 VEHICLE PARKING							
VISITOR			RESIDENTIAL (1.12 SPACE/DU)			MOTORCYCLE	
ADA	EV	UNIVERSAL	ADA	EV	UNIVERSAL	COMPACT	(1 SPACE/40 DU)
6	7	95	8	19	336	0	9
108			363				

* VISITOR PARKING SPACES ARE SHARED WITH RESIDENTIAL GUEST AND PARK VISITOR. (RETAIL PARKING 1/ 200 SF, RESIDENTIAL GUEST PARKING 0.1/DU)

BUILDING 4 VEHICLE PARKING							
VISITOR			RESIDENTIAL (1.22 SPACE/DU)			MOTORCYCLE	
ADA	EV	UNIVERSAL	ADA	EV	UNIVERSAL	COMPACT	(1 SPACE/40 DU)
6	7	96	13	32	563	19	13
109			627				

* VISITOR PARKING SPACES ARE SHARED WITH RESIDENTIAL GUEST, RETAIL AND PARK VISITOR. (RETAIL PARKING 1/ 200 SF, RESIDENTIAL GUEST PARKING 0.1/DU)

HUNTERSTORM

11011 Madison Ave, Suite 100, Cupertino, CA 95014
Phone: (408) 226-1200 Fax: (408) 999-8470

GATEWAY CROSSINGS

DATE: 08-03-2019

PROJECT #:

SCALE:

SHEET TITLE

PROJECT DATA

SHEET NUMBER

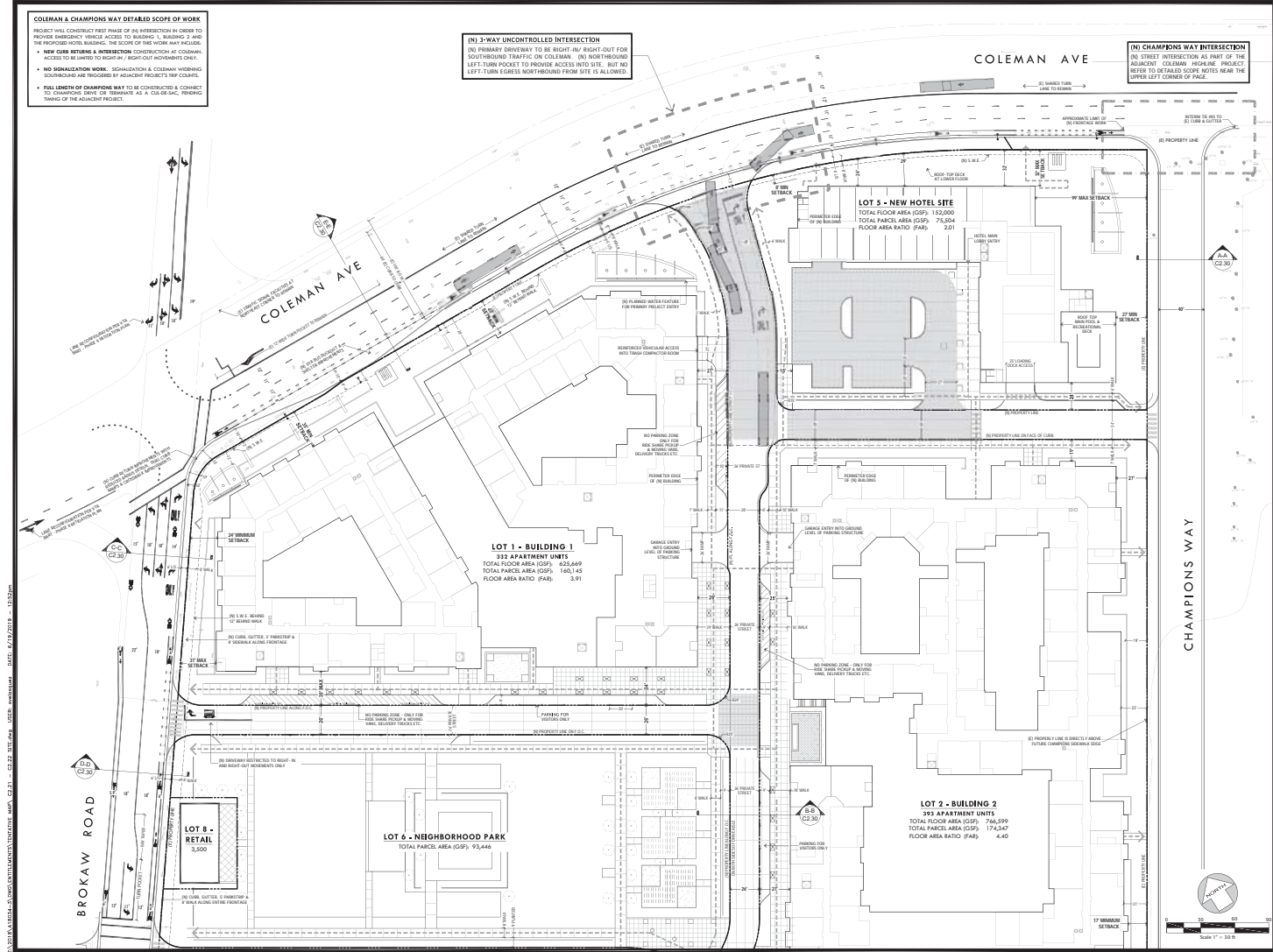
GEN.3

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MVE

+ PARTNERS

1700 Main Street, Suite 800
Irvine, California 92614
Tel: 949.333.8888
www.mve-and-partners.com



COLEMAN & CHAMPIONS WAY DETAILED SCOPE OF WORK

PROJECT WILL CONSTRUCT FIRST PHASE OF AN INTERSECTION IN ORDER TO PROVIDE EMERGENCY VOICED ACCESS TO BUILDING 1, BUILDING 2 AND THE NEIGHBORHOOD PARK. THE SCOPE OF THE WORK WILL INCLUDE:

- NEW CURB RETURN & INTERSECTION CONSTRUCTION AT COLEMAN
- ACCESS TO THE RIGHT-OF-WAY / RIGHT-OF-WAY FOR THE PROJECT
- NO SIGNIFICATION WORK: SIGNIFICATION & COLEMAN INTERSECTION SURROUNDING ARE TRIGGERED BY ADJACENT PROJECT'S TRIP COUNTS
- FULL LENGTH OF CHAMPIONS WAY TO BE CONSTRUCTED & CONNECT TO CHAMPIONS DRIVE ON REMAINING A.P. & CLAS SEC. PROVIDING TRAVEL OF THE ADJACENT PROJECT

(N) 3-WAY UNCONTROLLED INTERSECTION

(N) PRIMARY DRIVEWAY TO BE RIGHT-IN/ RIGHT-OUT FOR SOUTHBOUND TRAFFIC ON COLEMAN. (N) NORTHBOUND LEFT-TURN POCKET TO PROVIDE ACCESS INTO SITE, BUT NO LEFT-TURN EGRESS NORTHBOUND FROM SITE IS ALLOWED.

(N) CHAMPIONS WAY INTERSECTION

(N) STREET INTERSECTION AS PART OF THE ADJACENT COLEMAN NEIGHBORHOOD PROJECT. REFER TO DETAILED SCOPE NOTES NEAR THE UPPER LEFT CORNER OF PAGE.

HUNTER STORM

DATE: 01/19/2019
PROJECT#: A18034-3
SCALE: AS SHOWN

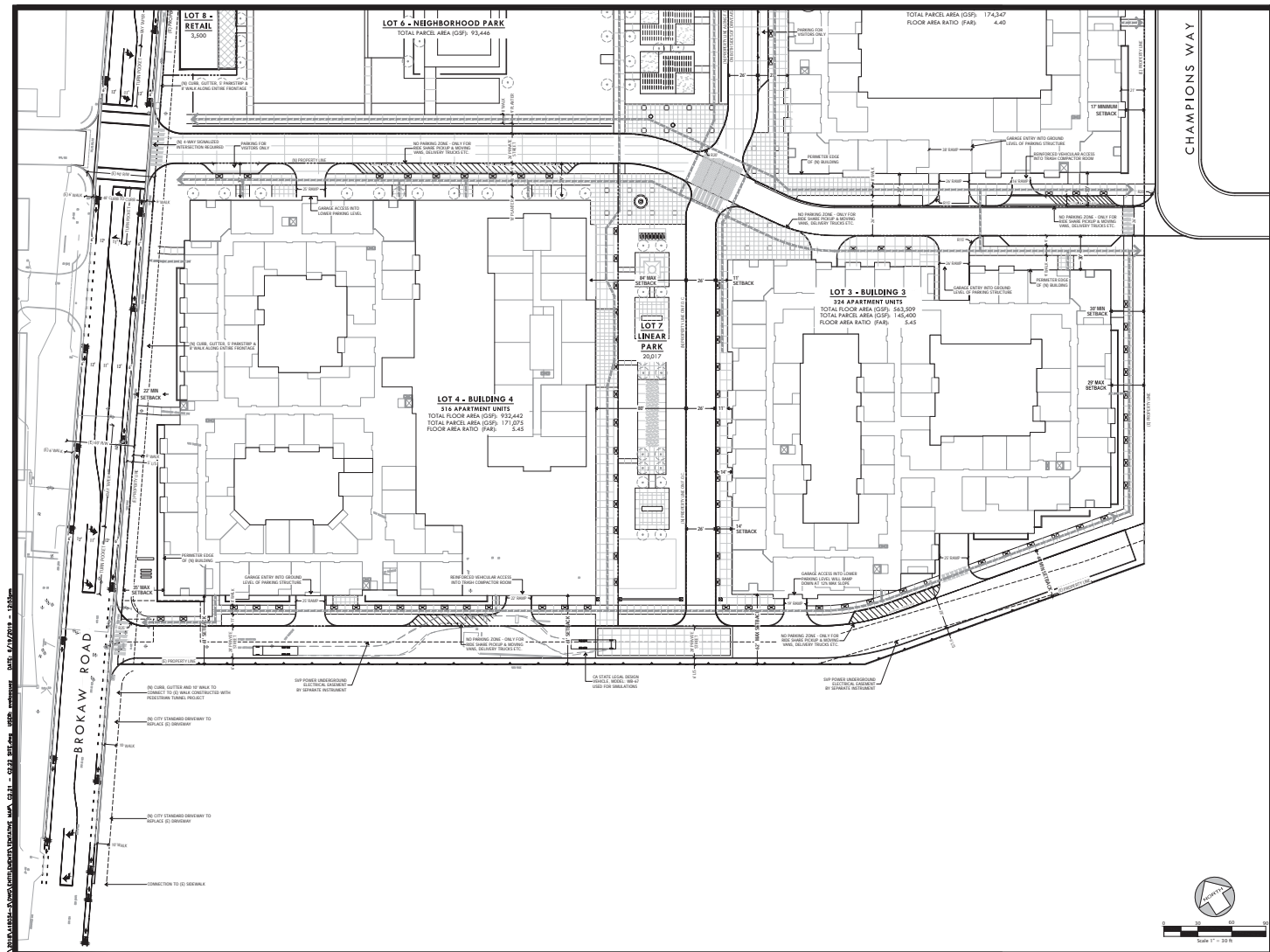
SHEET TITLE

DETAILED SITE PLAN

SHEET NUMBER
C2.21
Building Number

KIER & WRIGHT
CIVIL ENGINEERS & ARCHITECTS, INC.
10000 N. 10TH AVE., SUITE 100
DENVER, CO 80231
TEL: 303.733.1000
WWW.KIERANDWRIGHT.COM

ISSUE



HUNTER STORM
GATEWAY CROSSINGS

DATE: 8/19/2019
PROJECT#: A18034-3
SCALE: AS SHOWN

SHEET TITLE
DETAILED
SITE PLAN

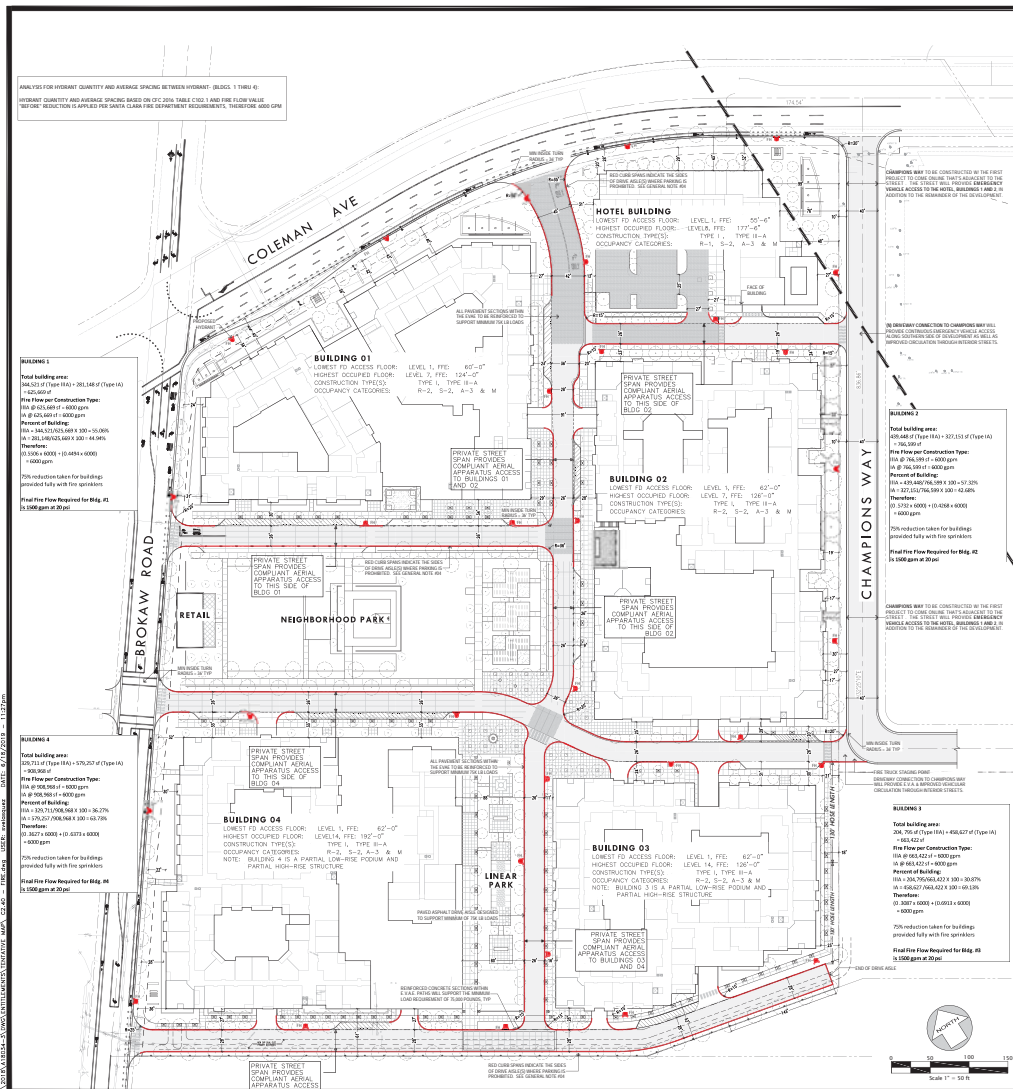
SHEET NUMBER
C2.22
Building Number

KIER & WRIGHT
CIVIL ENGINEERS & ARCHITECTS, INC.
10000 KIER DRIVE, SUITE 100
DALLAS, TEXAS 75243
PH: 214.343.1100 FAX: 214.343.1101
WWW.KIERANDWRIGHT.COM

ISSUE



FILE



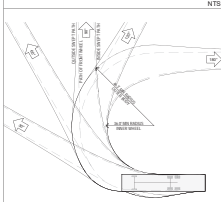
FIRE FLOW TEST RESULTS



GENERAL NOTES

- 1. FIRE HYDRANT LOCATIONS SHOWN ARE SCHEMATIC ONLY AND WILL BE FINALIZED AT A LATER STAGE.
2. EMERGENCY VEHICLE ACCESS ROADS ARE PROVIDED WITHIN 150 FEET OF ANY EXTERIOR PORTION OF THE BUILDINGS. APPROVED FIRE DEPARTMENT TURNAROUNDS HAVE BEEN PROVIDED WHEREVER DEAD-END ACCESS ROAD(S) ARE IN EXCESS OF 150 FEET.
3. ALL SHARED ROADWAYS INDICATED AS EMERGENCY VEHICLE ACCESS ROADS SHALL BE PAVED WITH ASPHALT OR REINFORCED CONCRETE, BOTH OF WHICH WILL SUPPORT THE MINIMUM REQUIRED LOAD OF 75,000 LBS. E.V.A.E. PAVING SHOWN WITH PAVES WILL BE REINFORCED TURN-BLOCK TO BE RE-APPROVED BY THE FIRE DEPARTMENT AT THE PERMIT STAGE.
4. ALL ON-SITE ROADWAYS AND FIRE APPARATUS ACCESS ROADS (E.V.A.E.'S) PROVIDE A MINIMUM HORIZONTAL CLEARANCE OF 36'-0" AND MINIMUM VERTICAL CLEARANCE OF 13'-6", IN ACCORDANCE WITH THE S.C.F.D. EMERGENCY APPARATUS ACCESS REQUIREMENTS DOCUMENT.
5. ALL PAVING MATERIALS WITHIN THE SHADED REGIONS SHOWN SHALL BE DESIGNED TO SUPPORT A MINIMUM GROSS VEHICLE WEIGHT OF 75,000 POUNDS.
6. CLUB SPANS DESIGNATED WITH RED MARKINGS INDICATE FIRE LANE IDENTIFICATION AND PARKING RESTRICTIONS FOR FIRE APPARATUS ACCESS ROADS. THESE ROADWAYS SHALL BE MARKED WITH PERMANENT SIGNAGE INDICATING TWO PARKING - FIRE LANE IN ACCORDANCE WITH FIGURE 7 OF THE S.C.F.D. EMERGENCY APPARATUS ACCESS REQUIREMENTS DOCUMENT.
7. NOTE THAT ALL INTERIOR PODIUM COURTYARDS SHOWN ARE SITUATED ABOVE THE GROUND ELEVATIONS OF EMERGENCY VEHICLE ACCESS (E.V.A.E. GRADE). REFER TO ARCHITECTURAL ELEVATIONS AND SECTIONS FOR SPECIFIC DETAILS ON COURTYARD ELEVATIONS AND FLOORS.

CSC - LADDER TRUCK



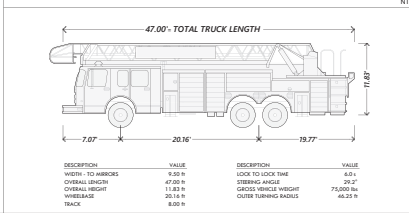
PLAN LEGEND

- EMERGENCY VEHICLE ACCESS ROAD/PAVEMENT
RED PRINTED CLUB SPAN PER NOTE 4
PROPOSED FIRE HYDRANT LOCATION PER NOTE 1

NOTE

- MINIMUM 4 HYDRANTS REQUIRED FOR EACH BUILDING
MINIMUM SPACING BETWEEN HYDRANTS IS 250 FT
MINIMUM DISTANCE FROM ANY POINT ON STREET OR ROAD PROXIMITY TO A HYDRANT IS 150 FT

CITY OF SANTA CLARA - LADDER TRUCK PROFILE



GATEWAY CROSSINGS

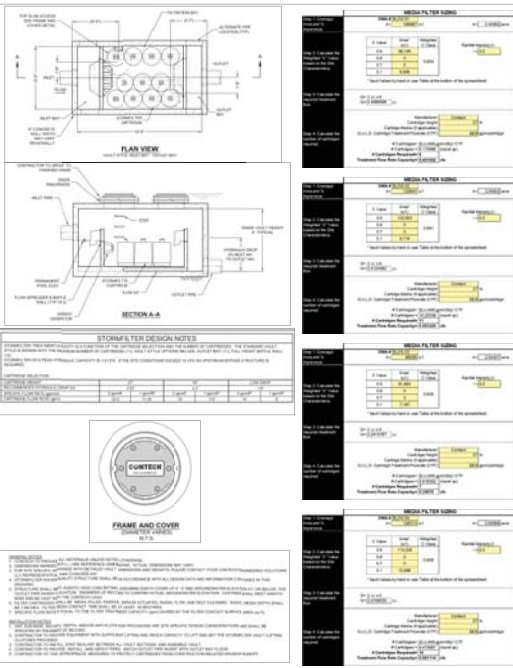
DATE: 8/19/2019
PROJECT #: A18034-3
SCALE: AS SHOWN

SHEET TITLE

FIRE ACCESS & APPARATUS

SHEET NUMBER C2.40
Building Number
KIER & WRIGHT CIVIL ENGINEERS & ARCHITECTS, INC.

MEDIA FILTRATION SYSTEM DETAILS & TABLE



BIOTREATMENT AREA MAINTENANCE

INSPECTION ACTIVITIES	SUGGESTED FREQUENCY
<ul style="list-style-type: none"> INSPECT FOR SEEDING AND AFTER FIRST MAJOR STORMS FOR ANY DAMAGES. INSPECT FOR SIGNS OF EROSION, DAMAGE TO VEGETATION, CHANNELLIZATION OF FLOW, DEBRIS AND LITTER, AND AREAS OF SEDIMENT ACCUMULATION. PERFORM INSPECTIONS AT THE BEGINNING AND END OF THE WET SEASON. ADDITIONAL INSPECTIONS AFTER PERIODS OF HEAVY RUNOFF ARE ALSO DESIRABLE. INSPECT DRAIN CHEDS DURING WET SEASON AFTER A LARGE RAIN EVENT TO CONFIRM FACILITY IS DRAINING WITHIN 72 HOURS. IF FACILITY FAILS TO DRAIN WITHIN THE TIMEFRAME, REMOVE & REPLACE TOP 2 INCHES OF FILTER MEDIA. 	<p>POST CONSTRUCTION</p> <p>SEMI-ANNUAL</p> <p>SEMI-ANNUAL</p>
MAINTENANCE ACTIVITIES	SUGGESTED FREQUENCY
<ul style="list-style-type: none"> MOW GRASS TO MAINTAIN A HEIGHT OF 3-4 INCHES, FOR SAFETY, AESTHETIC, OR OTHER PURPOSES. LITTER SHOULD ALWAYS BE REMOVED PRIOR TO MOWING. CLIPPINGS SHOULD BE COMPOSTED. BRIKGATE DURING DRY SEASON (APRIL - OCTOBER) OR WHEN NEEDED TO MAINTAIN VEGETATION. REMOVE WEED CONTROL, IF NECESSARY TO CONTROL INVASIVE SPECIES. REMOVE LITTER, BRANCHES, ROCKS BLOCKAGES AND OTHER DEBRIS AND DISPOSE OF PROPERLY. REPAIR ANY DAMAGED AREAS IDENTIFIED DURING INSPECTIONS. EROSION HILLS OR GULLIES SHOULD BE CORRECTED AS NEEDED. BARE AREAS SHOULD BE REPLANTED AS NECESSARY. CONNECT ANY EROSION PROBLEMS WITHIN THE SAND/SOIL BED. PLANT AN ALTERNATIVE GRASS SPECIES IF THE ORIGINAL GRASS COVER HAS NOT BEEN SUCCESSFULLY ESTABLISHED. RE-SEED AND APPLY MULCH TO DAMAGED AREAS. APPLY 1-2 INCHES OF MULCH, PREFERABLY IN JUNE AFTER WEEDING. REMOVE ALL ACCUMULATED SEDIMENT THAT MAY OBSTRUCT PROPER OPERATION OF BIO TREATMENT PONDS. REMOVE SEDIMENT WHEN BUILD UP REACHES 3 INCHES AT ANY SPOT, IF IT COVERS VEGETATION, OR IF IT HAS ACCUMULATED TO 10% OF THE ORIGINAL DESIGN VOLUME. REPLACE ANY GRASS AREAS DAMAGED IN THE PROCESS. ROTOTILL OR CULTIVATE SURFACE OF SAND/SOIL BED IF TREATMENT AREA DOES NOT DRAIN DOWN WITHIN 48 HOURS. 	<p>AS NEEDED (FREQUENT, SEASONALLY)</p> <p>SEMI-ANNUAL</p> <p>ANNUAL (AS NEEDED)</p> <p>SEMI-ANNUAL</p> <p>AS NEEDED (INFREQUENT)</p> <p>AS NEEDED</p>

SOURCE CONTROL MEASURES IMPLEMENTED

- SD-10: SITE DESIGN & LANDSCAPE PLANNING**
- MAXIMIZED TREES AND PLANTING WITHIN NEW HARDSCAPE AREAS AND LANDSCAPED AREAS.
 - VEGETATION/PLANTING FOR ALL LANDSCAPE AREAS WHICH SLOPE DOWN AT A RATIO OF LESS THAN 5:1.
- SD-11: EFFICIENT IRRIGATION**
- RAIN-TRIGGERED SHUTOFF DEVICES FOR IRRIGATION SYSTEMS TO PREVENT OPERATION AFTER RAINFALL.
 - IRRIGATION SYSTEMS DESIGNED SPECIFICALLY TO ACCOMMODATE THE PROJECT'S IRRIGATION WATER DEMANDS AND PLANTING REQUIREMENTS.
- SD-13: STORM DRAIN SIGNAGE**
- ALL CATCH BASINS AND INLETS TO BE STENCILED W/ PROHIBITIVE LANGUAGE REGARDING DUMPING, IN ACCORDANCE WITH CITY & SCVURPPP STANDARDS.

BIOTREATMENT SOIL REQUIREMENTS

- BIOTREATMENT SOIL MIX (BSM)** SHALL MEET THE SPECIFICATIONS IN ATTACHMENT "L" OF THE MUNICIPAL REGIONAL PERMIT (MRP), ADOPTED BY THE REGIONAL WATER BOARD ON NOVEMBER 28TH, 2011. THE BSM SHALL ACHIEVE AN INFILTRATION RATE BETWEEN A MINIMUM OF 5-INCHES AND MAXIMUM OF 10-INCHES PER HOUR.
- SOIL MIX MUST BE CERTIFIED IN ACCORDANCE WITH THE GUIDANCE DOCUMENTS PROVIDED BY THE SANTA CLARA VALLEY URBAN RUNOFF POLLUTION PREVENTION PROGRAM (SCVURPPP), DATED APRIL 8TH, 2014, AVAILABLE AT: www.scvurpp-wq2a.com/wq2a.html
- BIOTREATMENT AREAS SHALL BE CONSTRUCTED UNDER THE OBSERVATION OF THE SOILS ENGINEER. PERCOLATION TESTS SHALL BE PERFORMED BY THE SOILS ENGINEER ON-SITE BEFORE AND AFTER INSTALLATION.
- PERMEABLE MATERIAL SHALL COMPLY WITH CALTRANS STANDARD SPECIFICATIONS SECTION 681-025, TYPE "A", CLASS 2, OR APPROVED EQUAL.
- THE PERFORATED SUB-DRAIN SHOULD BE SET TO MATCH THE SLOPE OF THE ADJACENT CURB AND GUTTER, OR AT A 0.5% MINIMUM SLOPE OTHERWISE.
- USE LANDSCAPE PLANS FOR PLANTING SPECIFICATIONS. PLANT SPECIES SHALL BE IN COMPLIANCE WITH APPENDIX "P" OF THE C.S. STORMWATER HANDBOOK, DATED APRIL 2012. INSTALL AND MAINTAIN A 2-INCH LAYER OF COMPOSTED OR AGED MULCH BETWEEN PLANTS. ROCK, COBBLES OR LARGE, NON-FLOATING BARK MULCHES MAY ALSO BE USED, SUBJECT TO REVIEW AND APPROVAL.

COMBINATION VOLUME & FLOW SIZING CALCULATIONS FOR TREATMENT CONTROL MEASURES: TCM-01, TCM-02, and TCM-03

Worksheet for Calculating the Combination Flow and Volume Method	Worksheet for Calculating the Combination Flow and Volume Method	Worksheet for Calculating the Combination Flow and Volume Method
<p>1.0 Project Information</p> <p>1.1 Project Name: STORM CROSSINGS</p> <p>1.2 City/County: CLACK COUNTY</p> <p>1.3 Project Location: CLACK COUNTY</p> <p>1.4 Project Description: STORM CROSSINGS</p> <p>1.5 Project Owner: CLACK COUNTY</p> <p>1.6 Project Engineer: CLACK COUNTY</p> <p>1.7 Project Date: CLACK COUNTY</p> <p>1.8 Project Status: CLACK COUNTY</p> <p>1.9 Project Notes: CLACK COUNTY</p> <p>1.10 Project Comments: CLACK COUNTY</p> <p>1.11 Project References: CLACK COUNTY</p> <p>1.12 Project Attachments: CLACK COUNTY</p> <p>1.13 Project Other: CLACK COUNTY</p> <p>1.14 Project Contact: CLACK COUNTY</p> <p>1.15 Project Email: CLACK COUNTY</p> <p>1.16 Project Phone: CLACK COUNTY</p> <p>1.17 Project Fax: CLACK COUNTY</p> <p>1.18 Project Website: CLACK COUNTY</p> <p>1.19 Project Social Media: CLACK COUNTY</p> <p>1.20 Project Other: CLACK COUNTY</p> <p>1.21 Project Comments: CLACK COUNTY</p> <p>1.22 Project References: CLACK COUNTY</p> <p>1.23 Project Attachments: CLACK COUNTY</p> 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COUNTY</p> <p>3.6 Project Date: CLACK COUNTY</p> <p>3.7 Project Status: CLACK COUNTY</p> <p>3.8 Project Notes: CLACK COUNTY</p> <p>3.9 Project Comments: CLACK COUNTY</p> <p>3.10 Project References: CLACK COUNTY</p> <p>3.11 Project Attachments: CLACK COUNTY</p> <p>3.12 Project Other: CLACK COUNTY</p> <p>3.13 Project Contact: CLACK COUNTY</p> <p>3.14 Project Email: CLACK COUNTY</p> <p>3.15 Project Phone: CLACK COUNTY</p> <p>3.16 Project Fax: CLACK COUNTY</p> <p>3.17 Project Website: CLACK COUNTY</p> <p>3.18 Project Social Media: CLACK COUNTY</p> <p>3.19 Project Other: CLACK COUNTY</p> <p>3.20 Project Comments: CLACK COUNTY</p> <p>3.21 Project References: CLACK COUNTY</p> <p>3.22 Project Attachments: CLACK COUNTY</p> <p>3.23 Project Other: CLACK COUNTY</p> <p>3.24 Project Contact: CLACK COUNTY</p> <p>3.25 Project Email: CLACK COUNTY</p> <p>3.26 Project Phone: CLACK COUNTY</p> <p>3.27 Project Fax: CLACK COUNTY</p> <p>3.28 Project Website: CLACK COUNTY</p> <p>3.29 Project Social Media: 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COUNTY</p>

GATEWAY CROSSINGS

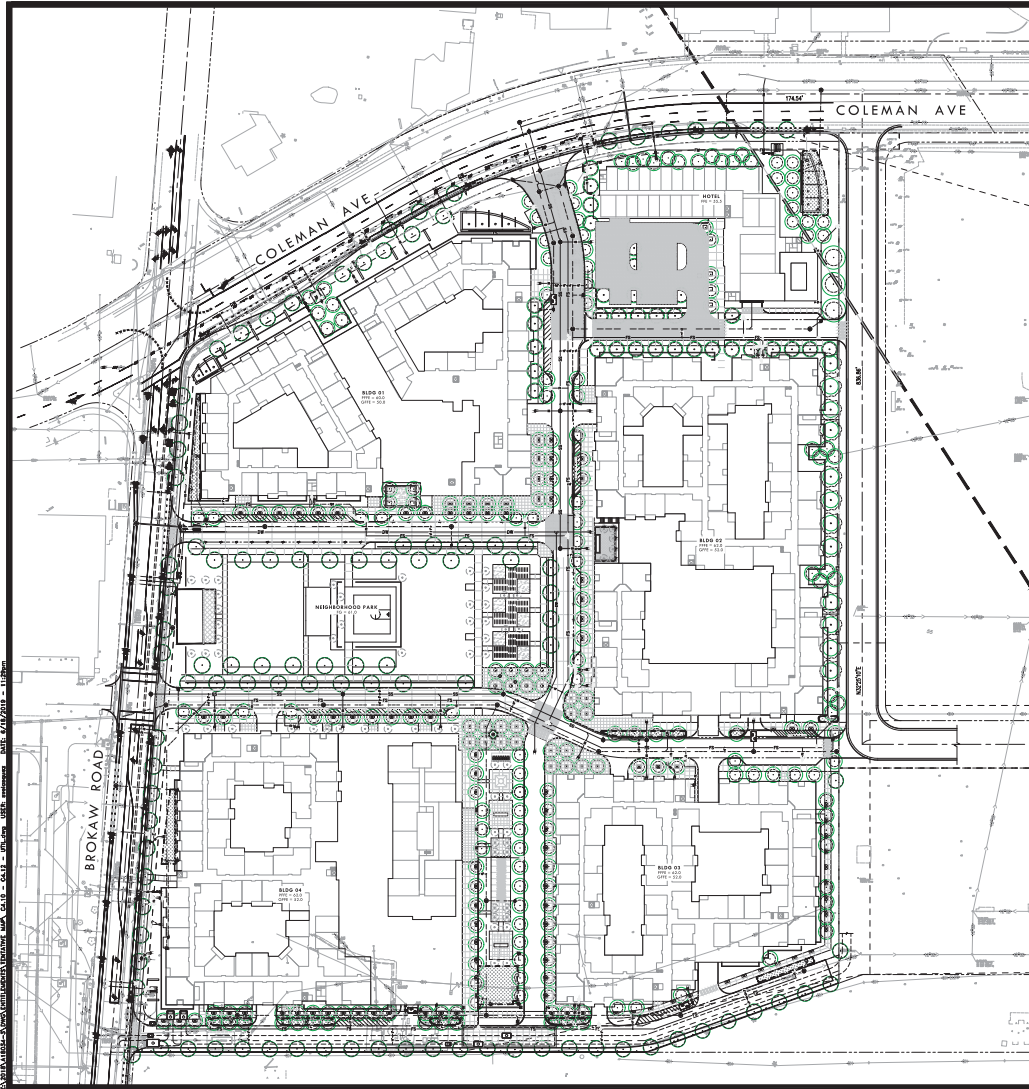
DATE: 8/19/2019
PROJECT #: A18034-3
SCALE: AS SHOWN

PRELIMINARY STORMWATER CONTROL PLAN

SHEET NUMBER
C3.21
Building Number

KIER & WRIGHT
CORPORATION
1000 N. 10TH AVE., SUITE 100
DENVER, CO 80202
TEL: 303.733.1000
WWW.KIERANDWRIGHT.COM

ISSUE



GENERAL NOTES

1. THE SHADED REGIONS WHICH OVERLAY UTILITY MAINS AND LATERALS ON THIS PLAN DEPICT A 5-FOOT OFFSET ON EITHER SIDE OF THE UTILITY PIPING, PROVIDING A REPRESENTATION OF 10-FOOT CLEAR SPACE FROM EDGE TO EDGE.
2. THE GREEN CIRCLES REPRESENT 20-FOOT DIAMETER CLEAR ZONES CENTERED ON EACH PROPOSED TREE LOCATION. THESE CIRCLES DEPICT THE REQUIRED 10-FOOT RADIUS OF CLEAR SPACE REQUIRED BETWEEN TREES AND MOST UTILITY LINES.
3. WHERE THE SHADED PIPELINE REGION INTERSECTS A TREE 'GREEN ZONE' RADIUS THIS REPRESENTS AN ENCROACHMENT INTO THE REQUIRED 10-FOOT CLEAR SPACE. A PIPELINE'S SHADED REGION WOULD NEED TO TOUCH OR OVERLAP THE CENTER OF A PROPOSED TREE IN ORDER TO VIOLATE THE MINIMUM 5-FOOT CLEAR SPACE ALLOWED WHEN ROOT BARRIERS ARE INSTALLED IN LIEU OF PROVIDING 10-FOOT CLEAR.

HUNTER STORM

GATEWAY CROSSINGS

DATE: 8/19/2019
PROJECT#: A18034-3
SCALE: AS SHOWN

SHEET TITLE

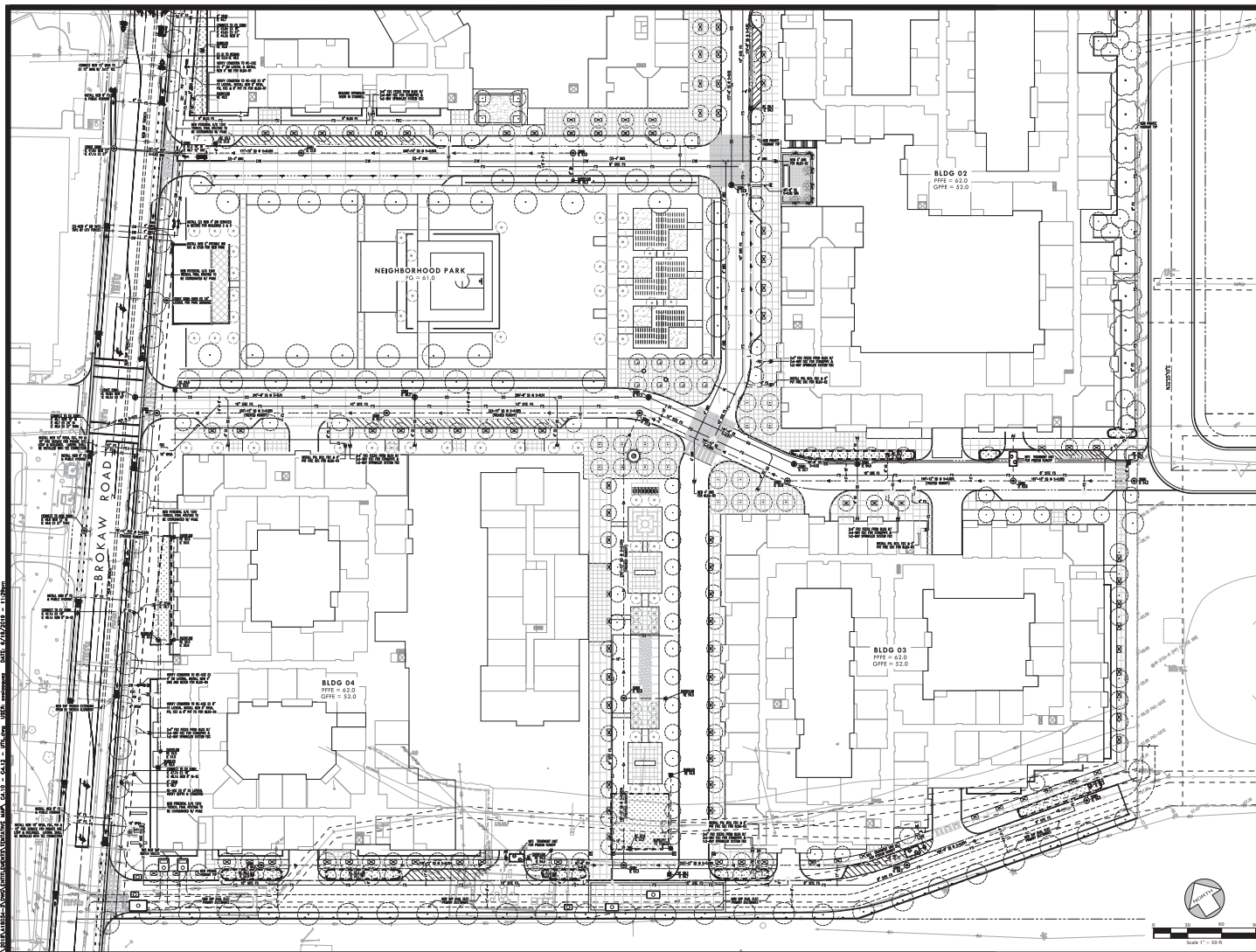
COMPOSITE SITE
UTILITY & TREE
OVERLAY PLAN

SHEET NUMBER
C4.10

Building Number

KIER & WRIGHT
CIVIL ENGINEERS & ARCHITECTS, INC.
10000 N. 100th Ave., Suite 100
Dallas, Texas 75243
Phone: (972) 252-1100 Fax: (972) 252-1101
www.kierwright.com

ISSUE



HUNTER STORM
GATEWAY CROSSINGS

DATE: 8/19/2013
PROJECT#: A18034-3
SCALE: AS SHOWN

SHEET TITLE
PRELIMINARY
UTILITY PLAN

SHEET NUMBER
C4.12
Building Number

KIER & WRIGHT
CIVIL ENGINEERS & ARCHITECTS, INC.
1000 N. 10TH AVE., SUITE 100
DENVER, CO 80202
TEL: 303.733.1100 FAX: 303.733.1101
WWW.KIERANDWRIGHT.COM

ISSUE



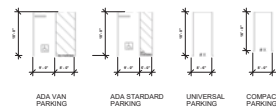
BUILDING 1 BASEMENT PARKING DATA									
VISITOR PARKING			RESIDENT PARKING				MOTORCYCLE PARKING		BICYCLE PARKING
ADA PARKING	UNIVERSAL PARKING	EV PARKING	ADA PARKING	EV PARKING	UNIVERSAL PARKING	COMPACT PARKING			
NA	NA	NA	5	12	205	7	8		0
NA			239						

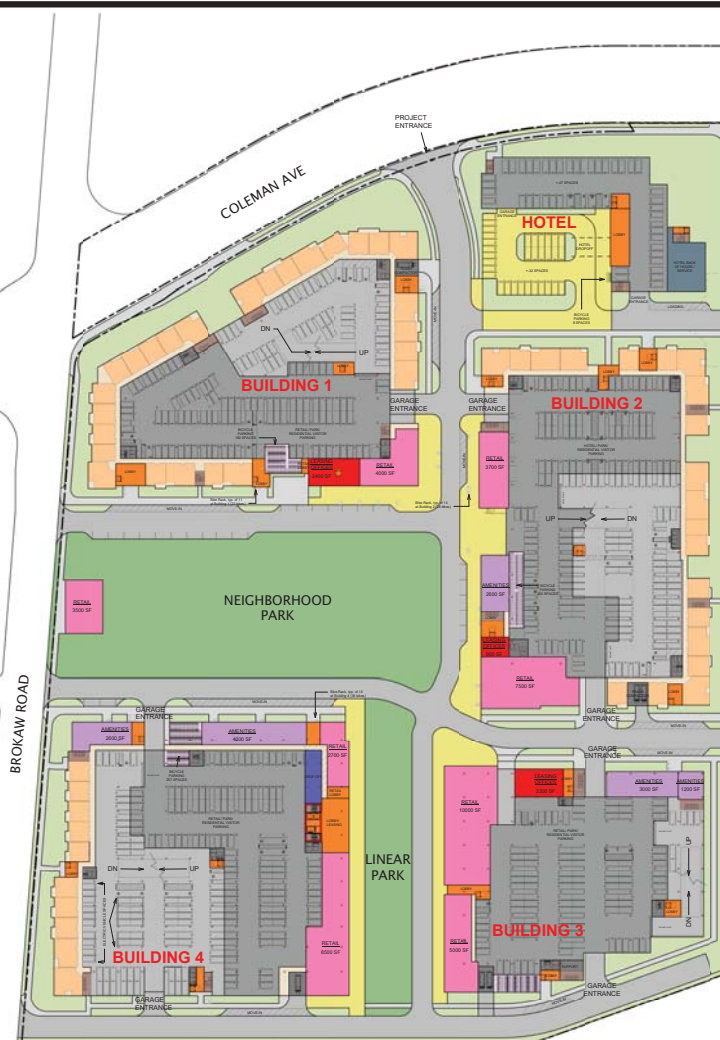
BUILDING 2 BASEMENT PARKING DATA									
RETAIL/VISITOR PARKING			RESIDENT PARKING				MOTORCYCLE PARKING		BICYCLE PARKING
ADA PARKING	UNIVERSAL PARKING	EV PARKING	ADA PARKING	EV PARKING	UNIVERSAL PARKING	COMPACT PARKING			
NA	NA	NA	0	22	326	0	10		0
NA			348						

BUILDING 3 BASEMENT PARKING DATA									
RETAIL/VISITOR PARKING			RESIDENT PARKING				MOTORCYCLE PARKING		BICYCLE PARKING
ADA PARKING	UNIVERSAL PARKING	EV PARKING	ADA PARKING	EV PARKING	UNIVERSAL PARKING	COMPACT PARKING			
NA	NA	NA	8	19	194	0	10		0
NA			221						

BUILDING 4 BASEMENT PARKING DATA									
RETAIL/VISITOR PARKING			RESIDENT PARKING				MOTORCYCLE PARKING		BICYCLE PARKING
ADA PARKING	UNIVERSAL PARKING	EV PARKING	ADA PARKING	EV PARKING	UNIVERSAL PARKING	COMPACT PARKING			
NA	NA	NA	7	10	284	21	13		0
NA			322						

NOTE:
1 ADA VAN PARKING SPACE HAS BEEN PROVIDED EVERY 8 ADA PARKING SPACES.
THERE ARE IN TOTAL 40 RETAIL PARKING SPACES PROVIDED IN THE PROJECT FOR RETAIL ON SITE.
EV CHARGING STATIONS FOR RESIDENTS ARE PROVIDED IN BASEMENT GARAGE AND ON STREET LEVEL.
FOR LANDSCAPE DESIGN REFERENCE TO LANDSCAPE DRAWINGS.
FOR SITE GRADING REFERENCE TO CIVIL DRAWINGS.





HOTEL GROUND LEVEL PARKING DATA				
PARKING PROVIDED			MOTORCYCLE PARKING	BICYCLE PARKING
ADA PARKING	UNIVERSAL PARKING	COMPACT PARKING		
4	75	0	NA	8
79				

*HOTEL PARKING SPACES ARE SHARED WITH GUESTS, RETAIL AND EMPLOYEES.

BUILDING 1 GROUND LEVEL PARKING DATA						
RETAIL/VISITOR PARKING			RESIDENT PARKING			
ADA PARKING	UNIVERSAL PARKING	EV PARKING	ADA PARKING	EV PARKING	COMPACT PARKING	
4	61	5	4	10	50	0
70*			64			
						NA
						160

*VISITOR PARKING SPACES ARE SHARED WITH RESIDENTIAL GUEST, RETAIL AND PARK VISTOR. (RETAIL PARKING 1,200 SF, RESIDENTIAL GUEST PARKING 6,100)

BUILDING 2 GROUND LEVEL PARKING DATA						
RETAIL/VISITOR PARKING			RESIDENT PARKING			
ADA PARKING	UNIVERSAL PARKING	EV PARKING	ADA PARKING	EV PARKING	COMPACT PARKING	
11	83	13	9	0	64	0
102*			73			
						NA
						200

*VISITOR PARKING SPACES ARE SHARED WITH RESIDENTIAL GUEST, HOTEL AND PARK VISTOR. (HOTEL 6,800 SF, RESIDENTIAL GUEST PARKING 6,100)

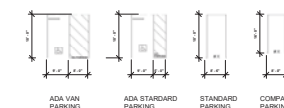
BUILDING 3 GROUND LEVEL PARKING DATA						
RETAIL/VISITOR PARKING			RESIDENT PARKING			
ADA PARKING	UNIVERSAL PARKING	EV PARKING	ADA PARKING	EV PARKING	COMPACT PARKING	
6	95	7	0	0	6	0
108*			6			
						NA
						185

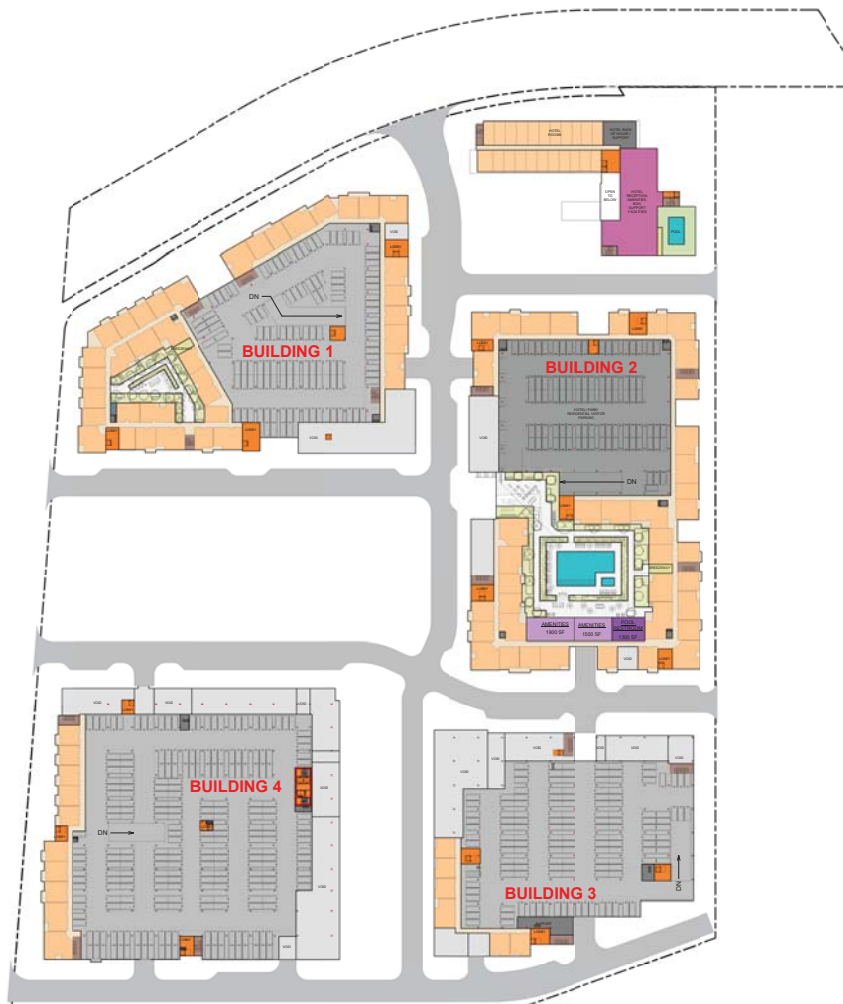
*VISITOR PARKING SPACES ARE SHARED WITH RESIDENTIAL GUEST, RETAIL AND PARK VISTOR. (RETAIL PARKING 1,200 SF, RESIDENTIAL GUEST PARKING 6,100)

BUILDING 4 GROUND LEVEL PARKING DATA						
RETAIL/VISITOR PARKING			RESIDENT PARKING			
ADA PARKING	UNIVERSAL PARKING	EV PARKING	ADA PARKING	EV PARKING	COMPACT PARKING	
6	96	7	6	22	39	0
109*			67			
						NA
						260

*VISITOR PARKING SPACES ARE SHARED WITH RESIDENTIAL GUEST, RETAIL AND PARK VISTOR. (RETAIL PARKING 1,200 SF, RESIDENTIAL GUEST PARKING 6,100)

NOTE:
1 ADA VAN PARKING SPACE HAS BEEN PROVIDED EVERY 6 ADA PARKING SPACES.
THERE ARE IN TOTAL 84 RETAIL PARKING SPACES PROVIDED IN THE PROJECT FOR RETAIL ON SITE.
EV CHARGING STATIONS FOR RESIDENTS ARE PROVIDED IN BASEMENT GARAGE AND ON STREET LEVEL.
FOR LANDSCAPE DESIGN REFERENCE TO LANDSCAPE DRAWINGS.
FOR SITE GRADING REFERENCE TO CIVIL DRAWINGS.





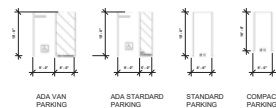
BUILDING 1 LEVEL 2 PARKING DATA								
RETAIL/VISITOR PARKING			RESIDENT PARKING				MOTORCYCLE PARKING	BICYCLE PARKING
ADA PARKING	UNIVERSAL PARKING	EV PARKING	ADA PARKING	EV PARKING	UNIVERSAL PARKING	COMPACT PARKING		
N/A	N/A	N/A	0	0	120	0	N/A	N/A
N/A			120					

BUILDING 2 LEVEL 2 PARKING DATA								
RETAIL/VISITOR PARKING			RESIDENT PARKING				MOTORCYCLE PARKING	BICYCLE PARKING
ADA PARKING	UNIVERSAL PARKING	EV PARKING	ADA PARKING	EV PARKING	UNIVERSAL PARKING	COMPACT PARKING		
N/A	88	N/A	0	0	0	0	N/A	N/A
88			0					

BUILDING 3 LEVEL 2 PARKING DATA								
RETAIL/VISITOR PARKING			RESIDENT PARKING				MOTORCYCLE PARKING	BICYCLE PARKING
ADA PARKING	UNIVERSAL PARKING	EV PARKING	ADA PARKING	EV PARKING	UNIVERSAL PARKING	COMPACT PARKING		
N/A	N/A	N/A	0	0	136	0	N/A	N/A
N/A			136					

BUILDING 4 LEVEL 2 PARKING DATA								
RETAIL/VISITOR PARKING			RESIDENT PARKING				MOTORCYCLE PARKING	BICYCLE PARKING
ADA PARKING	UNIVERSAL PARKING	EV PARKING	ADA PARKING	EV PARKING	UNIVERSAL PARKING	COMPACT PARKING		
N/A	N/A	N/A	0	0	238	0	N/A	N/A
N/A			238					

NOTE:
 1 ADA VAN PARKING SPACE HAS BEEN PROVIDED EVERY 6 ADA PARKING SPACES.
 THERE ARE IN TOTAL 66 RETAIL PARKING SPACES PROVIDED IN THE PROJECT FOR RETAIL ON SITE.
 EV CHARGING STATIONS FOR RESIDENTS ARE PROVIDED IN BASEMENT GARAGE AND ON STREET LEVEL.
 FOR LANDSCAPE DESIGN REFERENCE TO LANDSCAPE DRAWINGS.
 FOR SITE GRADING REFERENCE TO CIVIL DRAWINGS.





DATE: 08-03-2019
 PROJECT #: 19010
 SCALE: 1" = 50'-0"
 0 50 100
 NORTH

SHEET TITLE
SITE PLAN
LEVEL 3

SHEET NUMBER
A1.04



HUNTER STORM

GATEWAY CROSSINGS

10000 E. Main Street, Suite 100, Cupertino, CA 95014
Phone: (408) 224-0077 Fax: (408) 299-8439

DATE: 08-03-2019

PROJECT #:

SCALE: 1" = 50'-0"

0 10 20

NORTH

SHEET TITLE

SITE PLAN

LEVEL 4-5

SHEET NUMBER

A1.05

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MVE

+ PARTNERS

1790 Main Street, Suite 800
Irvine, California 92614
Tel: (949) 338-1100
www.mve-andpartners.com




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 PROJECT #: 1901
 SCALE: 1" = 50'-0"

NORTH

SHEET TITLE
SITE PLAN
LEVEL 6

SHEET NUMBER
A1.06

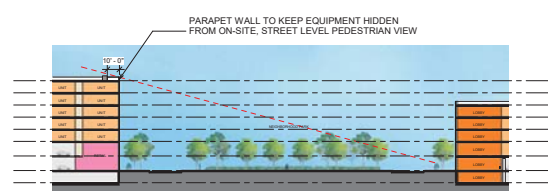
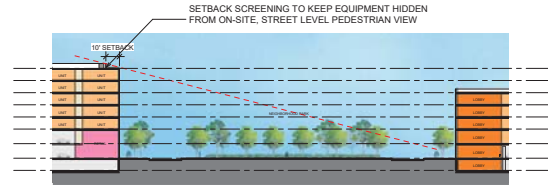


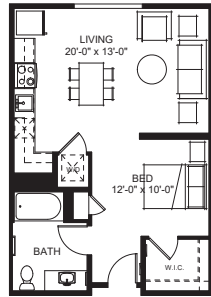
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PROJECT #:		
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0	50	100
		
NORTH		

SHEET TITLE
SITE PLAN
LEVEL 8,
LEVEL 9-12,
LEVEL 13

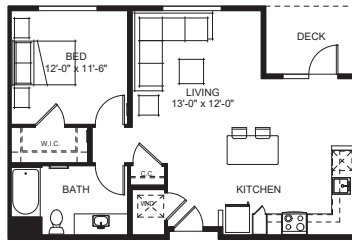
SHEET NUMBER
A1.08

ROOF ZONE FOR MECH/HVAC
 EQUIPMENT TO BE SETBACK A
 MIN OF 10' FROM FACE OF BUILDING

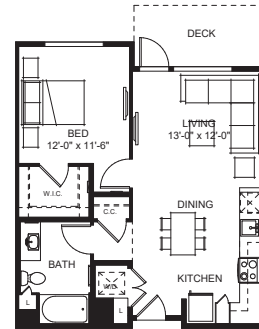




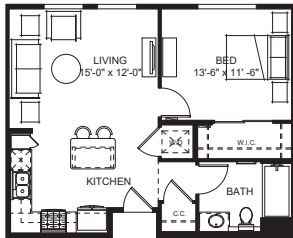
UNIT - STUDIO
14' x 13'



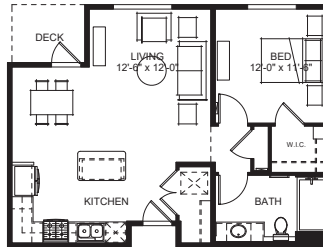
UNIT - 1BR (A)
14' x 12'-0"



UNIT - 1BR (B)
14' x 12'-0"



UNIT - 1BR (C)
12' x 12'-0"

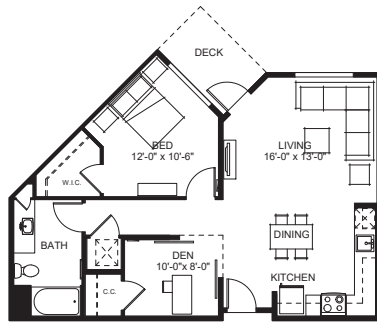


UNIT - 1BR (D)
12' x 12'-0"

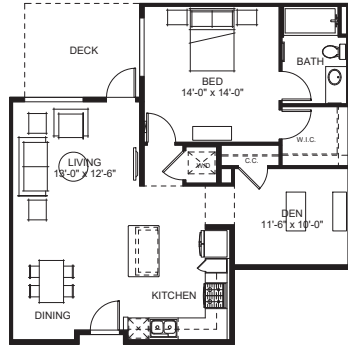
NOTE: THE OCCURRENCE OF DECKS IS SUBJECT TO BUILDING ARTICULATIONS AND MAY CHANGE AS DESIGN PROGRESSES.

UNIT TYPE	TOTAL	UNIT	UNIT COUNT	UNIT SIZE (sf)	DECK SIZE (sf)
STUDIO	184	-	184	625	N/A
1-BEDROOM	684	A	32	795	66
		B	566	722	78
		C	32	693	N/A
		D	36	773	47
		CUSTOM*	18	VARIES	VARIES
1-BED + DEN	103	A	54	875	57
		B	49	1000	114
2-BEDROOM	504	A	45	1080	45
		B	350	1036	62
		C	97	1185	51
		CUSTOM*	12	VARIES	VARIES
2-BED + DEN	90	-	90	1355	115

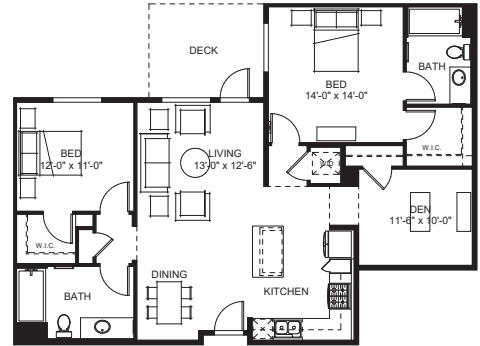
*CUSTOM UNIT PLANS NOT INCLUDED IN DRAWING SET. SIZE, DECK, AND FOOTPRINT VARY PER LOCATION.



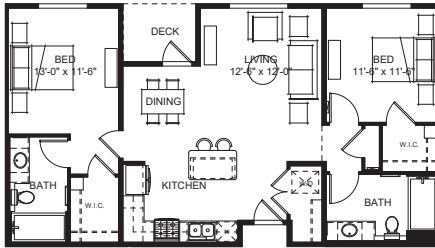
UNIT - 188A - 188B + DEN (A)
10'0" x 11'0"



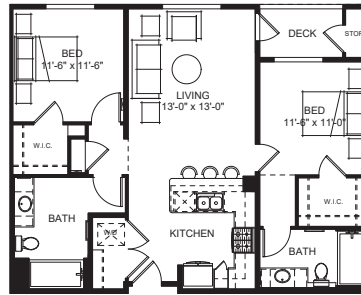
UNIT - 188A - 188B + DEN (B)
10'0" x 11'0"



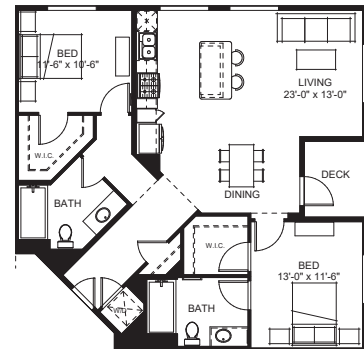
UNIT - 288A + DEN
10'0" x 11'0"



UNIT - 288B (A)
10'0" x 11'0"



UNIT - 288B (B)
10'0" x 11'0"



UNIT - 288B (C)
10'0" x 11'0"

NOTE: THE OCCURRENCE OF DECKS IS SUBJECT TO BUILDING
ARTICULATIONS AND MAY CHANGE AS DESIGN PROGRESSES.

HUNTER STORM

GATEWAY CROSSINGS

10001 Mission Blvd, Suite 100, San Diego, CA 92108
Phone: (619) 224-0000 Fax: (619) 224-0001

DATE: 08-03-2019

PROJECT #:

SCALE: 1/4" = 1'-0"

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16

NORTH

SHEET TITLE
TYPICAL UNIT
PLANS

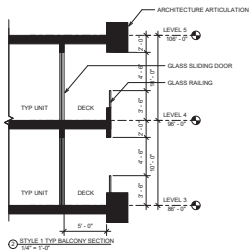
SHEET NUMBER
A1.12

MVE
+ PARTNERS
1795 Main Street, Suite 800
Irvine, California 92614
Tel: 949.338.1100
www.mve-partners.com

STYLE 1

STYLE DESCRIPTION

- Facades articulated with expressed columns and beams.
- Defined base, middle, and top proportions.
- Recessed and grouped windows and fenestration patterns.
- Simple canopy and cornice used to terminate architectural forms.



ARCHITECTURAL IMAGERY



NOTE: TYPICAL APPLICATION OF STYLE. LOCATION ON SITE SUBJECT TO POSSIBLE CHANGE.

- 1 METAL TRIM
- 2 CLADDING PANEL
- 3 CLADDING/ METAL CORNICE
- 4 STUCCO
- 5 METAL CANOPY
- 6 JULIET BALCONY WITH PANELIZED RAILING
- 7 BALCONY WITH PANELIZED RAILING



BUILDING 2 NORTH ELEVATION
SHOWING INTERNAL STREET 1

HUNTER STORM
GATEWAY CROSSINGS

DATE: 08-03-2019
PROJECT #: 10000000000000000000
SCALE: As indicated

SHEET TITLE
ARCHITECTURAL
STYLE 1

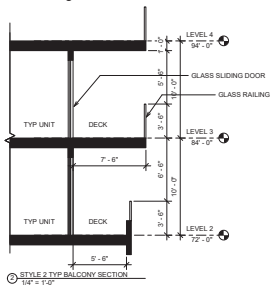
SHEET NUMBER
A2.01

MVE
T PARTNERS
17000 Highway 100, Suite 100
San Jose, California 95131
Tel: 408.255.1000
www.mve-partners.com

STYLE 2

STYLE DESCRIPTION

- Abstract fenestration patterns.
- Facades defined by floating planes that project beyond the building mass.
- Windows grouped vertically within floating planes.
- Horizontal slatted members define shading and railing devices.



ARCHITECTURAL IMAGERY



NOTE: TYPICAL APPLICATION OF STYLE LOCATION ON SITE SUBJECT TO POSSIBLE CHANGE

- 1 ENGINEERED COMPOSITE SLATTED SCREEN
- 2 ENHANCED GLAZING SYSTEM
- 3 METAL CANOPY
- 4 BALCONY WITH PANELIZED RAILING
- 5 STUCCO
- 6 CLADDING/ METAL CORNICE
- 7 GFRG/ CLADDING/ METAL PANEL



BUILDING 1 NORTH ELEVATION
(FRONTING COLEMAN AVE)
1/8" = 1' - 0"

NOTE:
REFERENCE LANDSCAPE DRAWINGS FOR LANDSCAPE DESIGN
STYLE ELEVATIONS ARE INTENDED TO INDICATE ARCHITECTURE CHARACTERS
AND SUBJECT TO CHANGE AS DESIGN PROGRESSES.

DATE: 08-03-2019

PROJECT #:

SCALE: As indicated

0 5 15

NORTH

SHEET TITLE
ARCHITECTURAL
STYLE 2

SHEET NUMBER
A2.02

MVE
+ PARTNERS

1790 Main Street, Suite 800
Irvine, California 92614
Tel: 949.333.8888
www.mve-partners.com

STYLE DESCRIPTION

- [illegible]



- 1 ENHANCED GLAZING SYSTEM
- 2 SMOOTH STUCCO
- 3 METAL CANOPY
- 4 STUCCO
- 5 RAINSCREEN BASE
- 6 BALCONY WITH PANELIZED RAILING
- 7 BALCONY WITH METAL RAILING



1 BUILDING 1 SOUTH ELEVATION
(FRONTING THE PARK)
1/8" = 1'-0"

NOTE:
REFERENCE LANDSCAPE DRAWINGS FOR LANDSCAPE DESIGN
STYLE ELEVATIONS ARE INTENDED TO INDICATE ARCHITECTURE CHARACTERS
AND SUBJECT TO CHANGE AS DESIGN PROGRESSES.

STYLE 4

STYLE DESCRIPTION

- Traditional warehouse window patterning and proportioning devices.
- Facades articulated with expressed columns and beams to create a sense of order.
- Brick veneer finish introduced to enhance architectural character.

ARCHITECTURAL IMAGERY

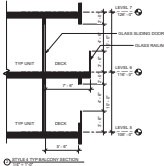


- METAL PANEL
- BRICK
- METAL AWNINGS
- BALCONY WITH PANELIZED RAILING
- BALCONY WITH GRILL RAILING
- CONTEMPORARY ACCENT GLAZING
- TRADITIONAL WAREHOUSE GLAZING
- LOUVERED SCREEN
- OPERABLE STOREFRONT
- METAL CORNICE
- STUCCO



KEY MAP

NOT TO SCALE



SECTION 1: TYPICAL SECTION



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STYLE 4

STYLE DESCRIPTION

- Traditional warehouse window pattering and proportioning devices.
- Facades articulated with expressed columns and beams to create a sense of order.
- Brick veneer finish introduced to enhance architectural character.

ARCHITECTURAL IMAGERY



- METAL PANEL
- STUCCO
- METAL AWNINGS
- BALCONY WITH PANELIZED RAILING
- BALCONY WITH GRILL RAILING
- CONTEMPORARY ACCENT GLAZING
- TRADITIONAL WAREHOUSE GLAZING
- LOUVERED SCREEN
- OPERABLE STOREFRONT
- METAL CORNICE
- STUCCO



KEY MAP

NOT TO SCALE



- BE LEVEL 10
100' 0" 0"
- BE LEVEL 9
100' 0" 0"
- BE LEVEL 8
100' 0" 0"
- BE LEVEL 7
100' 0" 0"
- BE LEVEL 6
100' 0" 0"
- BE LEVEL 5
100' 0" 0"
- BE LEVEL 4
100' 0" 0"
- BE LEVEL 3
100' 0" 0"
- BE LEVEL 2
100' 0" 0"
- BE LEVEL 1
100' 0" 0"
- BE LEVEL 0
100' 0" 0"

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HUNTER STORM

GATEWAY CROSSINGS

PROJECT

08-03-2017

STYLE

100' 0" 0"

SCALE

1" = 10'

SHEET TITLE

ARCHITECTURAL
STYLE 4

SHEET NUMBER

A2.05

MVE

PARTNERS

STYLE DESCRIPTION

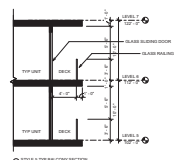
- Contemporary warehouse expression defined by traditional use of materials, prominent grid organization and interpretive forms.

ARCHITECTURAL IMAGERY



- 1 METAL PANEL
- 2 ARCHITECTURAL TILE
- 3 METAL AWNINGS
- 4 BALCONY WITH PANELIZED RAILING
- 5 CONTEMPORARY ACCENT GLAZING
- 6 METAL TRELLIS
- 7 LOUVER
- 8 PANELIZED RAILING
- 9 OPERABLE STOREFRONT

KEY MAP



⑥ BUILDING E. NORTH NORTH ELEVATION

NOTE:
REFERENCE LANDSCAPE DRAWINGS FOR LANDSCAPE DESIGN
ELEVATOR PENTHOUSE MATCH THE HEIGHT OF THE ROOF PARAPET

HUNTER STORM

10000 Hunter Ave. Suite 100, Cupertino, CA 95014
Phone: (408) 244-1000 Fax: (408) 244-0001

GATEWAY CROSSINGS

DATE: 08-03-2018		
PROJECT:		
SCALE: As indicated		
0	10	30
		
SHEET TITLE		
ARCHITECTURAL		
STYLE 5 -		
TOWER		

SHEET NUMBER
A2.06

MVE
+ PARTNERS

STYLE 6

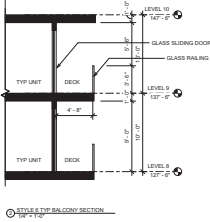
STYLE DESCRIPTION

- Simple massing composition with well ordered articulation.
- Facades characterized by vertical and horizontal expressions.
- Appealing fenestration patterning defined by the use of alternate windows.

ARCHITECTURAL IMAGERY



- 1 METAL PANEL
- 2 SMOOTH STUCCO
- 3 METAL CANOPY
- 4 BALCONY WITH PANELIZED RAILING
- 5 CONTEMPORARY ACCENT GLAZING
- 6 LOUVERED SCREEN
- 7 PANELIZED RAILING
- 8 VERTICAL SHADE



HOTEL SOUTH ELEVATION (PROMPTING)
1/8" = 1'-0"

NOTE:
REFERENCE LANDSCAPE DRAWINGS FOR LANDSCAPE DESIGN
ELEVATOR PENETRATIONS MATCH THE HEIGHT OF THE ROOF PARAPET

HUNTER STORM

GATEWAY CROSSINGS

DATE: 08-03-2018

PROJECT #:

SCALE: As Indicated

NORTH

SHEET TITLE
ARCHITECTURAL
STYLE 6 -
HOTEL

SHEET NUMBER
A2.07

MVE

T PARTNERS

10000 Wilshire Blvd, Suite 1000
Beverly Hills, California 90210
Phone: 310.274.1100
www.mve.com

SPRING
MARCH 1

SUMMER
JUNE 1

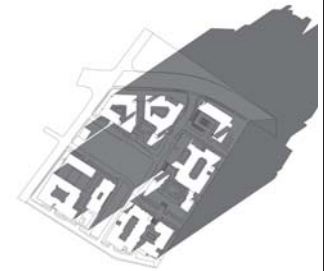
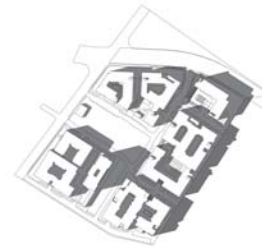
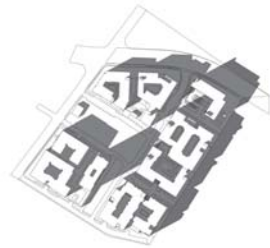
AUTUMN
SEPTEMBER 1

WINTER
DECEMBER 1

9AM

12PM

4PM



HUNTER STORM

GATEWAY CROSSINGS

DATE 08-03-2019

PROJECT #

SCALE:

0 10 15

NORTH

SHEET TITLE

SHADOW STUDIES

SHEET NUMBER

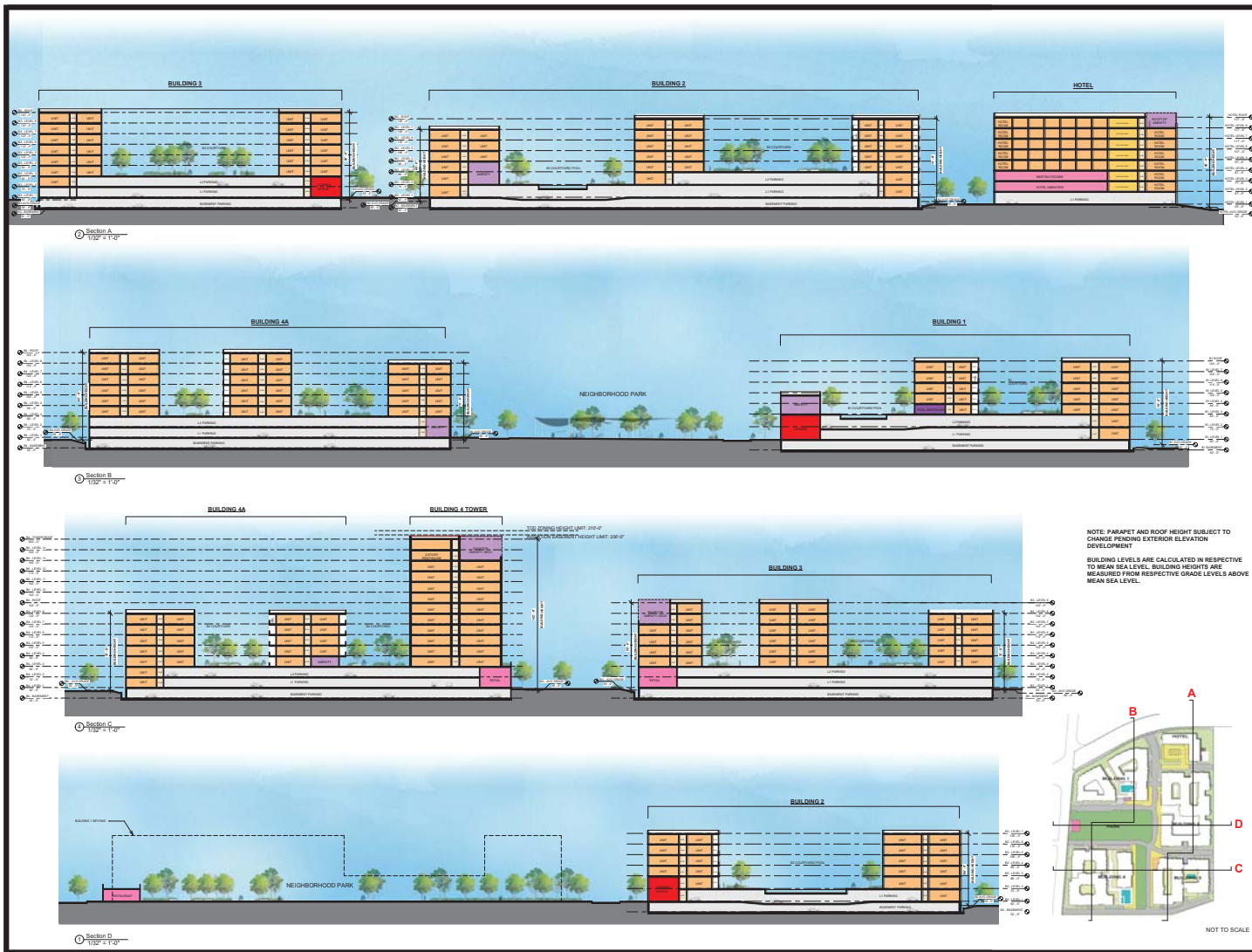
A2.08

17953 Main Street, Suite 800
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Tel: 949.233.3333
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MVE

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Irvine, California 92614
Tel: 949.233.3333
www.mve-and-partners.com





— LOCATION OF GARAGE WALL OPENINGS

BUILDING 1 VENTILATION

LENGTH (ft)	
Garage Total Perimeter	1,502'
Open Length Required	601'
Length Reduction	40%
Facade Length Required	856'
Facade Length Provided	874'
AREA (sq ft)	
Total Garage Wall Area	14,014 sq ft
Wall Height	9.33'
Opening Height	7.5'
% Open Area (Screen)	65%
Open Area Required	2,929 sq ft
Open Area Provided	2,929 sq ft

BUILDING 2 VENTILATION

LENGTH (ft)	
Garage Total Perimeter	1,749'
Open Length Required	709'
Length Reduction	40%
Facade Length Required	921'
Facade Length Provided	939'
AREA (sq ft)	
Total Garage Wall Area	16,318 sq ft
Wall Height	9.33'
Opening Height	7.5'
% Open Area (Screen)	65%
Open Area Required	3,411 sq ft
Open Area Provided	3,411 sq ft

BUILDING 3 VENTILATION

LENGTH (ft)	
Garage Total Perimeter	1,240'
Open Length Required	496'
Length Reduction	40%
Facade Length Required	709'
Facade Length Provided	709'
AREA (sq ft)	
Total Garage Wall Area	11,653 sq ft
Wall Height	9.33'
Opening Height	7.5'
% Open Area (Screen)	65%
Open Area Required	2,418 sq ft
Open Area Provided	2,418 sq ft

BUILDING 4 VENTILATION

LENGTH (ft)	
Garage Total Perimeter	1,536'
Open Length Required	614'
Length Reduction	40%
Facade Length Required	878'
Facade Length Provided	878'
AREA (sq ft)	
Total Garage Wall Area	14,331 sq ft
Wall Height	9.33'
Opening Height	7.5'
% Open Area (Screen)	65%
Open Area Required	2,995 sq ft
Open Area Provided	2,995 sq ft

HUNTER STORM

GATEWAY CROSSINGS

11011 Gates Avenue, Suite 100, Cupertino, CA 95014
Phone: (408) 224-0070 Fax: (408) 999-8430

DATE: 08-03-2019

PROJECT #:

SCALE: 1" = 50'-0"

0 50 100

NORTH

SHEET TITLE
VENTILATION
PLAN MAP

SHEET NUMBER
SP3.01

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE (CBC) AND THE CALIFORNIA MECHANICAL CODE (CMC). THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THAT ALL CONSTRUCTION IS IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS.

MVE
+ PARTNERS
1795 Main Street, Suite 800
Irvine, California 92614
Tel: 949.333.8888
www.mve-partners.com



SHEET INDEX

L-1.0	Schematic Landscape Plan - Overall
L-1.1	Park Master Plan
L-1.2	Park Concept Layout
L-1.3	Planting Notes and Legends
L-2.1	Schematic Landscape Plan - Site
L-2.2	Schematic Landscape Plan - Site
L-2.3	Schematic Landscape Plan - Site
L-2.4	Schematic Landscape Plan - Site
L-2.5	Schematic Landscape Plan - Site
L-2.6	Schematic Landscape Plan - Site
L-2.7	Schematic Landscape Plan - Padium Building 1
L-2.8	Schematic Landscape Plan - Padium Building 2
L-2.9	Schematic Landscape Plan - Padium Building 3
L-2.10	Schematic Landscape Plan - Padium Building 4
L-2.11	Schematic Landscape Plan - Padium Building 4
L-3.1	Integration Diagram - Site and Padium
L-3.2	Integration Diagram - Site and Padium
L-3.3	Integration Diagram - Site and Padium
L-3.4	Integration Diagram - Site and Padium
L-4.1	Site Section
L-4.2	Site Section
L-4.3	Site Section
L-4.4	Site Section
L-4.5	Site Section

HUNTER STORM

GATEWAY CROSSINGS

DATE: 06/18/18
PROJECT:
SCALE: As Noted

SHEET TITLE
Schematic
Landscape Plan -
Overall

SHEET NUMBER
L-1.0

THE GUZZARDO PARTNERSHIP INC.
Landscape Architects - Land Planners
1800 Commonwealth Blvd.
San Francisco, CA 94117
Tel: 415.433.4615
Fax: 415.433.4615

LEGEND

COLOR	CATEGORY
	NEIGHBORHOOD PARK
	LINEAR PARK
	COMMUNITY THEME GARDENS
	OUTDOOR SEATING, FIREPLACE
	OUTDOOR GRILL, DINING AREA
	POOL AND SPA
	COMMON FITNESS, GAME AREA, SCREENING ROOM
	INDOOR FITNESS, AMENITY AREA



SEE SHEET L-1.2 FOR PARK CREDIT LEGEND.
SEE ARCHITECTURAL DRAWINGS FOR BUILDING INTERIOR AREA CALCULATIONS.

HUNTER STORM

GATEWAY CROSSINGS

DATE: 06/10/19
PROJECT #:
SCALE: As Noted




SHEET TITLE
Park Master Plan

SHEET NUMBER
L-1.1

THE GUZZARDO PARTNERSHIP, INC.
Landscape Architecture - Land Planners
881 Broadway Street
San Francisco, CA 94111
415.398.8800
415.398.8801

PARK CREDIT LEGEND


SITE - ON GRADE

COLOR	CATEGORY	PROGRAM USES	ELEMENTS	AREA PROVIDED	PARK CREDIT AREA
	NEIGHBORHOOD PARK	OPEN LAWN AREA EXERCISE AREA PLAY AREA GRILL AND PICNIC AREA PARKING WITH COVERED SEATING SEATING PLAZA	OPEN LAWN BASKETBALL COURT, 8 SEATING SPACES 10 PLAY EQUIPMENT FOR ALL AGE GROUPS, 9 BENCHES 6 BBQ GRILLS, 8 COVERED PICNIC TABLES, 72 SEATING SPACES, LAWN AREA SHADE STRUCTURE, 24 SEATING SPACES SCULPTURE, 8 SEATING SPACES, 6 BIKE LOCKERS	87,725 SF	
	LINEAR PARK	OPEN LAWN AREA FIREPLACE WITH LOUNGE SEATING ACTIVITY AREA SCULPTURE GARDEN FOUNTAIN PLAZA	OPEN LAWN 2 FIREPLACES, 24 SEATING SPACES 1 BOCCE BALL COURT, 8 SEATING SPACES, 6 BENCHES SCULPTURE, RAISED PLANTERS, 18 SEATING SPACES 1 FOUNTAIN, 52 SEATING SPACES, 16 BIKE PARKING SPACES	22,972 SF	
	LANDSCAPED AND FURNISHED QUIET AREAS	BLUE GARDEN HAMMOCK GARDEN	FOUNTAIN, 18 SEATING SPACES, 4 BIKE PARKING SPACES, 12 PLANTER POTS 4 HAMMOCKS IN PALM TREE GROVE	2,335 SF	
				113,032 SF TOTAL	AT 100% 113,032 SF






BUILDING 1 PODIUM

	OUTDOOR SEATING, FIREPLACE	FIREPLACE WITH LOUNGE SEATING (4,374 sf) OUTDOOR SEATING AREA (667 sf)	4 FIREPLACES, 42 SEATING SPACES, 7 PLANTER POTS 12 SEATING SPACES	5,041 SF	
	OUTDOOR GRILL, DINING AREA	BBQ COUNTER WITH OUTDOOR DINING AND COMMUNAL TABLES (1,083 sf)	2 BBQ GRILLS, 2 COMMUNAL TABLES WITH 16 SEATING SPACES	1,083 SF	
	POOL AND SPA	POOL WITH LAP SWIMMING (2,748 sf) SPA (144 sf) POOL DECK AND LOUNGE AREA (4,718 sf)	4 SWIMMING LANES 8'x16' SPA 30 CHAISE LOUNGE SEATING	7,608 SF	
	INDOOR AMENITY AREA	CENTRAL GYM, CLUBHOUSE, POOL FACILITIES, VIEW LOUNGE		6,300 SF	
				20,042 SF TOTAL	AT 50% 10,021 SF






BUILDING 2 PODIUM

	OUTDOOR SEATING, FIREPLACE	FIREPLACE AND LOUNGE SEATING	2 FIREPLACES, 28 SEATING SPACES, 3 PLANTER POTS	2,861 SF	
	OUTDOOR GRILL, DINING AREA	BBQ COUNTER WITH OUTDOOR DINING AND COMMUNAL TABLES	4 BBQ GRILLS, 4 COVERED TABLES, 2 COMMUNAL TABLES, 42 SEATING SPACES, 3 SHADE STRUCTURES, 11 PLANTER POTS	2,965 SF	
	POOL AND SPA	POOL WITH LAP SWIMMING (2,940 sf) SPA (160 sf) POOL DECK AND LOUNGE AREA (5,234 sf)	4 SWIMMING LANES 10'x16' SPA 30 CHAISE LOUNGE SEATING	8,012 SF	
	COMMON FITNESS, GAME AREA, SCREENING ROOM	OUTDOOR SCREENING ROOM (800 sf) FITNESS ZONE WITH EXERCISE EQUIPMENT (2,275 sf)	MOVIE SCREEN WITH 8 SEATING SPACES 2 FITNESS STATIONS, RUBBERIZED PLAYGROUND, 4 BENCHES	3,039 SF	
	INDOOR AMENITY AREA	GAME ROOM, CLUBHOUSE, POOL FACILITIES		7,300 SF	
				24,277 SF TOTAL	AT 50% 12,139 SF

BUILDING 3 PODIUM

	OUTDOOR SEATING, FIREPLACE	FIREPLACE WITH LOUNGE SEATING (345 sf) LOUNGE SEATING AREA (706 sf) COVERED SEATING AREA (ROOF DECK) (715 sf)	1 FIREPLACES, 6 LOUNGE SEATING SPACES, 2 PLANTER POTS 12 SEATING SPACES, 4 PLANTER POTS 1 SHADE STRUCTURE, 8 LOUNGE SEATING SPACES, 15 PLANTER POTS	1,766 SF	
	OUTDOOR GRILL, DINING AREA	BBQ COUNTER W/OUTDOOR DINING & COMMUNAL TABLES (719 sf) BBQ COUNTER W/OUTDOOR DINING & COMMUNAL TABLE (ROOF DECK) (816 sf)	2 BBQ GRILLS, 16 SEATING SPACES, 4 PLANTER POTS 1 SHADE STRUCTURES, 30 SEATING SPACES, 10 PLANTER POTS	1,535 SF	
	COMMON FITNESS, GAME AREA, SCREENING ROOM	MINI GOLF ZONE	PUTTING GREEN, 4 BENCH SEATINGS	2,850 SF	
	POOL AND SPA	POOL WITH LAP SWIMMING (916 sf) SPA (63 sf) POOL DECK AND LOUNGE AREA (2,080 sf)	2 SWIMMING LANES 7'x9' SPA 24 CHAISE LOUNGE SEATING	3,059 SF	
	INDOOR AMENITY AREA	CLUBHOUSE, GREAT ROOM, POOL FACILITIES		6,300 SF	
				15,610 SF TOTAL	AT 50% 7,805 SF

BUILDING 4 PODIUM

	OUTDOOR SEATING, FIREPLACE	FIREPLACE WITH LOUNGE SEATING (2,941 sf) LOUNGE SEATING AREA (476 sf) SCULPTURE FOREST WITH SEATING (1,926 sf) COVERED SEATING AREA (481 sf)	2 FIREPLACE, 32 LOUNGE SEATING SPACES, STRING LIGHTS 6 LOUNGE SEATING SPACES, 2 PLANTER POTS VERTICAL SCULPTURES, 22 SEATING SPACES, 12 PLANTER POTS 1 SHADE STRUCTURE, 12 LOUNGE SEATING SPACES, 4 PLANTER POTS	5,825 SF	
	OUTDOOR GRILL, DINING AREA	BBQ COUNTER WITH OUTDOOR DINING AND COMMUNAL TABLES	2 BBQ GRILLS, 2 COMMUNAL TABLES WITH 16 SEATING SPACES, 5 TABLES WITH 20 SEATING SPACES, STRING LIGHTS	1,412 SF	
	POOL AND SPA	POOL WITH LAP SWIMMING (2,943 sf) SPA (160 sf) POOL DECK AND LOUNGE AREA (5,964 sf)	4 SWIMMING LANES 10'x16' SPA 24 CHAISE LOUNGE SEATING, 6 CABANAS	10,067 SF	
	GAME AREA, SCREENING ROOM, COMMON FITNESS	OUTDOOR SCREENING ROOM (1,395 sf) OUTDOOR GAME ROOM (1,688 sf) FITNESS ZONE WITH EXERCISE EQUIPMENT (461 sf)	MOVIE SCREEN, 24 SEATING SPACES, 4 PLANTER POTS 1 BOCCE BALL COURT, STRING LIGHTS YOGA ZONE, STRING LIGHTS, 4 FITNESS STATIONS, RUBBERIZED PLAYGROUND	3,544 SF	
	INDOOR AMENITY AREA	CLUBHOUSE, GREAT ROOM, POOL FACILITIES		11,900 SF	
				32,748 SF TOTAL	
					AT 50% 16,374 SF
				PARK CREDIT TOTAL	159,371 SF

A BUFFER STRIP/SETBACK OF AT LEAST 4 FEET BETWEEN BUILDINGS AND PUBLIC PARKLAND/AMENITIES IS DEDUCTED FROM AREA CALCULATIONS.

SEE ARCHITECTURAL DRAWINGS FOR BUILDING INTERIOR AREA CALCULATIONS.

HUNTER STORM

GATEWAY CROSSINGS

1833 Mission Ave., Suite 200, Concord, CA 94521
Phone: (925) 204-4200 Fax: (925) 204-4205

DATE: 06.19.19

PROJECT:

SCALE: As Noted

SHEET TITLE

Park Credit Legend

SHEET NUMBER

L-1.2

THE GUZZARDO PARTNERSHIP INC.
Landscape Architects • Land Planners
181 Greenleaf Street
San Francisco, CA 94115
T 415 433 8872
F 415 433 5593

2. All work shall be performed by persons trained with planting work and under supervision of a qualified planting supervisor.
3. Plant material, seedlings, shrubs, are diggerproof and may be subject to damage by the digger or the Lintecore Agrilux equipment before the seedlings/potted plants begin to grow.
4. All trees etc. to be planted to be shown in the existing digger.
5. All tree stumps shall be cut off above low level after stumps have been installed to the digger installed in the existing digger. Single stumps of cutters per tree stumps digger.
6. Plant material not to be dug in the field on necessary to screen utilities but not to block windows or impede access. The Lintecore Agrilux equipment has the right to dig in the field on necessary to screen utilities but not to block windows or impede access. The Lintecore Agrilux equipment has the right to dig in the field on necessary to screen utilities but not to block windows or impede access.
7. The Lintecore Agrilux equipment has the right to dig in the field on necessary to screen utilities but not to block windows or impede access. The Lintecore Agrilux equipment has the right to dig in the field on necessary to screen utilities but not to block windows or impede access.

KEY: * 24' tall standard notes <i>notis</i> <i>altissimis</i>					
KEY	SHR	BOTANICAL NAME	COMMON NAME	NOTES	MUGOLS
ACE PAL		<i>Acacia palmatum</i>	Japanese Maple		M
ACE RUB		<i>Acacia rubrum</i> 'Red Sunset'	Red Maple 'Red Sunset'		M
AMB MAR		<i>Arbutus Menziesii</i>	Morris Strawberry Tree		L
BAM REE		<i>Bambusa 'Tortuosa'</i>	Tortuosa Bamboo		L
CAL DEC		<i>Calceolaria decurva</i>	Incense-Cedar		L
CAR FAS		<i>Carthagenia 'Tartaria'</i>	Pyrenean European Horsebalm		M
CER CAN		<i>Cercis canadensis</i> 'Forest Pansy'	Forest Pansy Redbud		M
CHA HUM		<i>Chamaecyparis humilis</i>	Madroperian Palm Palm		M
CHL MAY		<i>Chloris x mayi</i>	May Leaf		M
COQ SUM		<i>Coccyzus temperata</i> 'Stricta'	Common Noddy Cypress		L
FIC CAR		<i>Ficus carica</i> 'Black Oak'	Edible Fig		M
FRA AME		<i>Fraxinus americana</i> 'Autumn Purple'	Autumn Purple Ash		M
GIR BLU		<i>Girardinia 'Girardinia'</i>	Man-of-war Tree		L
LAC NAT		<i>Loganthea 'Natchez'</i>	Crape Myrtle		L
LAU SAP		<i>Laurus 'Saratoga'</i>	Sweet Bay		L
LOP CON		<i>Lophocarpus confertus</i>	Bridal Veil		M
LUC GRAY		<i>Lupinus grandiflora</i> 'Fay Pansy'	Fay Pansy Magnolia		L
OLE EUR		<i>Olea europaea</i> 'Tartaria'	Man-of-war Tree		L
PLA CHI		<i>Platanus chinensis</i> 'Yield Dove'	Chinese Platanus		L
PLS COB		<i>Platanus scottii</i> 'Columbia'	London Plane Tree		M
POA GRA		<i>Poa gracilis</i>	Fine Fern		M
PRU CAR		<i>Prunus caroliniana</i> 'Bright and Tight'	Carolina Cherry Laurel		L
QUE COC		<i>Quercus coccinea</i>	Scout Oak		L
QUE FRA		<i>Quercus fraxinifolia</i> 'Schmidt'	Hungarian Oak		L
QUE LOB		<i>Quercus lobata</i>	Valley Oak		L
QUE SUB		<i>Quercus suber</i>	Cork Oak		L
QUE VIL		<i>Quercus virginiana</i>	Live Oak		L
WAS FLR		<i>Washingtonia filifera</i>	California Fan Palm		L

KEY	SIZE	BOTANICAL NAME	COMMON NAME	SPACING	MICROS
ABG	5 gal	<i>Angelicastrum 'Black Gold'</i>	Yellow Kangaroo Paw	24" o.c. L	
ACG	5 gal	<i>Angelica 'Angelica's Touch'</i>	Yellow Kangaroo Paw	30" o.c. L	
ADG	5 gal	<i>Angelica 'Queen's Tears'</i>	Myers Angelica Fern	30" o.c. L	
AGB	5 gal	<i>Angelica 'Blue Flame'</i>	Blue Flame opium	30" o.c. L	
AKG	5 gal	<i>Acanthus</i>	Bears Breech	36" o.c. W	
ALC	5 gal	<i>Antirrhinum descurianii 'Howard Molineux'</i>	Marigolds	48" o.c. L	
BSC	5 gal	<i>Bauhinia 'Queen Beatrix'</i>	Bauhinia	24" o.c. W	
CEC	5 gal	<i>Ceanothus 'Candice'</i>	California Lilac	48" o.c. W	
OHO	5 gal	<i>Chorizanthe pulchrum</i>	Coral Rush	30" o.c. L	
CEB	5 gal	<i>Chionodoxa 'Belgian Hybrid Yellow'</i>	Kaffir Lily	18" o.c. L	
CPC	5 gal	<i>Chrysanthemum 'Compensation'</i>	Chrysanthemum	36" o.c. W	
OPS	5 gal	<i>Clivia m. 'Sunset Gold'</i>	Gold Bream of Heaven	36" o.c. W	
ORE	5 gal	<i>Crocus rotundus</i>	Snow Cyclot	36" o.c. W	
DBI	5 gal	<i>Dietes Bicolor (x)</i>	Fountain Lily	36" o.c. W	
SLR	5 gal	<i>Dianella 'Little Red'</i>	Overlily Flax Lily	18" o.c. L	
DTV	5 gal	<i>Dianella 'Variegated'</i>	Variegated Flax Lily	24" o.c. W	
ECW	5 gal	<i>Euphorbia c. 'Wulfenii'</i>	Euphorbia	30" o.c. L	
ELA	5 gal	<i>Eranthis pinnatifida 'Variegated'</i>	Yellow-Eyed Dogwood	48" o.c. L	
FAM	5 gal	<i>Ficus 'Flosser'</i>	Common Ficus	48" o.c. W	
GRG	5 gal	<i>Ficus 'Flosser'</i>	Common Ficus	48" o.c. W	
GRE	5 gal	<i>Grevillea 'Ruby Candles'</i>	Grevillea	48" o.c. W	
HME	5 gal	<i>Hydrangea m. 'Endless Summer'</i>	Hydrangea	36" o.c. W	
HMG	5 gal	<i>Hydrangea macrocarpa</i>	Big Flower	42" o.c. W	
HEP	5 gal	<i>Heptasteria uniflora</i>	Star Flower	36" o.c. W	
JSC	15 gal	<i>Jasminum scopulorum 'Colosene'</i>	Juniper	24" o.c. L	

Diagram for use when plants are spaced equidistant each other as in all ground cover plantings and most shrub plantings.

Quantity (or See Spacing Comments)
Plant Key (See Plant List)

SPACING 'A'	SPACING 'B'	SPACING 'C'	NO. OF PLANTS/SQUARE FOOT
6" O.C.	3.20'	2.80'	4.80
8" O.C.	8.93'	3.47'	2.60
9" O.C.	7.79'	3.90'	1.78
10" O.C.	8.66'	4.33'	1.68
12" O.C.	10.40'	5.20'	1.15
14" O.C.	13.90'	6.50'	0.74
18" O.C.	15.80'	7.80'	0.51
24" O.C.	30.80'	10.40'	0.29
30" O.C.	28.00'	13.00'	0.18
36" O.C.	30.00'	15.00'	0.12
48" O.C.	40.00'	20.00'	0.07

Total Existing Trees on Site	23
Total Existing Trees Previously Removed	22
Additional Existing Trees to be Removed	5
Minimum Replacement Trees Required at 2:1 Ratio	40
Total Proposed Trees	7

DATE : 06.19.19		
PROJECT#:		
SCALE : As Noted		
SHEET TITLE		
Planting Notes and		

THE GUZZARDO PARTNERSHIP
Landscape Architects - Land Planners
181 Greenwich Street
San Francisco, CA 94111



DATE: 06/10/16
 PROJECT:
 SCALE: As Noted

SHEET TITLE
 Schematic
 Landscape Plan-
 Site

SHEET NUMBER
 L-2.1

THE GUZZARDO PARTNERSHIP INC.
 Landscape Architects - Land Planners
 880 Commonwealth Blvd.
 San Francisco, CA 94111
 T 415 455 4655
 F 415 455 1805



HUNTER STORM

15121 Miller Ave, Suite 200, Cupertino, CA 95014
Phone: (408) 220-1200 Fax: (408) 220-5472

GATEWAY CROSSINGS

DATE: 06/18/16

PROJECT:

SCALE: As Noted

SHEET TITLE

Schematic Landscape Plan - Site

SHEET NUMBER

L-2.2

THE GUZZARDO PARTNERSHIP, INC.
Landscape Architects - Land Planners
881 S. Bascom Avenue
San Jose, CA 95128
Tel: 408.433.4655
Fax: 408.433.1800



HUNTER STORM

GATEWAY CROSSINGS



DATE: 06/18/18
PROJECT:
SCALE: As Noted

SHEET TITLE
Schematic
Landscape Plan -
Site

SHEET NUMBER
L-2.3

THE GUZZARDO
PARTNERSHIP INC.
Landscape Architects - Land Planners
800 Sacramento Street
San Francisco, CA 94111
T 415 455 4653
F 415 455 1803



DATE: 06/16/16
 PROJECT:
 SCALE: As Noted

SHEET TITLE
 Schematic
 Landscape Plan -
 Site

SHEET NUMBER
 L-2.4

THE GUZZARDO PARTNERSHIP INC.
 Landscape Architects - Land Planners
 881 Redwood Drive
 San Francisco, CA 94117
 T 415 433-4655
 F 415 433-1803



10001 Miller Ave, Suite 200, Cupertino, CA 95014
 Phone: (408) 220-1000 Fax: (408) 220-1001

GATEWAY CROSSINGS

DATE: 06/10/16
 PROJECT:
 SCALE: As Noted

SHEET TITLE
 Schematic
 Landscape Plan -
 Site

SHEET NUMBER
 L-2.5

THE GUZZARDO PARTNERSHIP INC.
 Landscape Architects - Land Planners
 880 S. Bascom Avenue
 Suite 100, San Jose, CA 95128
 Tel: 408.433.4655
 Fax: 408.433.1800



DATE: 06/16/16
 PROJECT:
 SCALE: As Noted

SHEET TITLE
 Schematic
 Landscape Plan -
 Site

SHEET NUMBER
 L-2.6

THE GUZZARDO PARTNERSHIP INC.
 Landscape Architects - Land Planners
 881 Commonwealth Blvd.
 San Francisco, CA 94111
 T 415 433-4653
 F 415 433-1803



Building 1 - with Typical Fireplace Seating Area
Planting Scheme

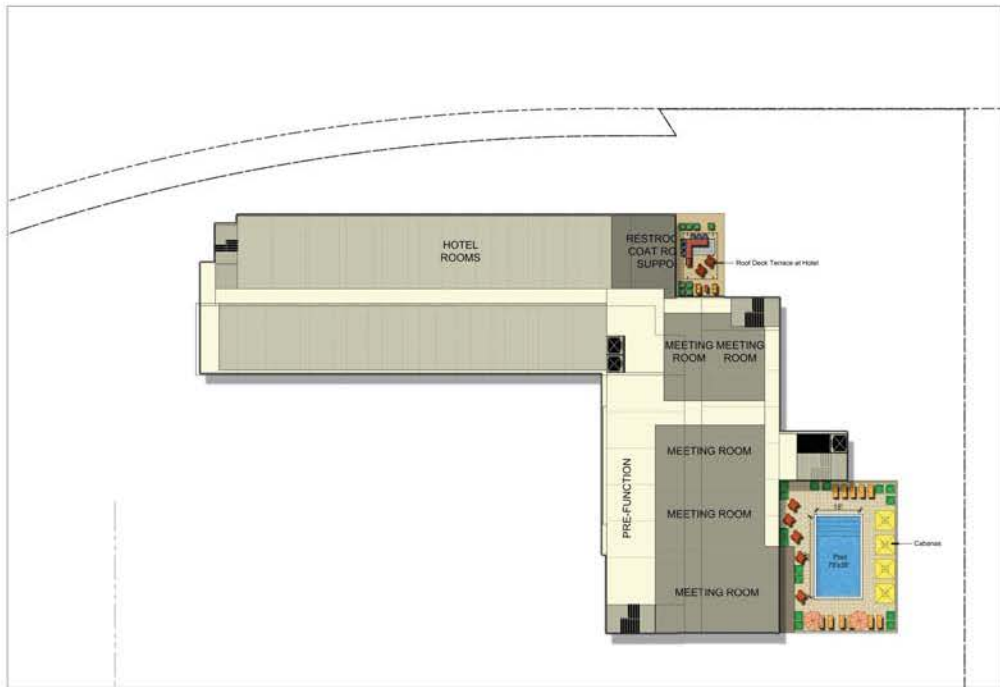


DATE: 06/16/16
PROJECT:
SCALE: As Noted

SHEET TITLE
Schematic
Landscape Plan
Podium Building 1

SHEET NUMBER
L-2.7

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San Francisco, CA 94111
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F 415 433 1801



Hotel - Level 2 and Roof Deck on Level 8



HUNTER STORM

GATEWAY CROSSINGS



DATE: 06/16/16
PROJECT:
SCALE: As Noted

SHEET TITLE
Schematic
Landscape Plan
Podium Hotel

SHEET NUMBER
L-2.8

THE GUZZARDO PARTNERSHIP, INC.
Landscape Architects - Land Planners
1801 Commonwealth Blvd.
San Francisco, CA 94111
T 415 455 4655
F 415 455 1801



Building 3 - with Typical Shady Area Planting Scheme

HUNTER STORM

15121 Miller Ave., Suite 200, Cupertino, CA 95014
 Phone: (408) 220-1200 Fax: (408) 260-5472

GATEWAY CROSSINGS

DATE: 06/16/16
 PROJECT:
 SCALE: As Noted

SHEET TITLE

Schematic
 Landscape Plan
 Podium Building 3

SHEET NUMBER

L-2.10

THE GUZZARDO PARTNERSHIP INC.

880 S. Bascom Avenue
 Suite 200, San Jose, CA 95128
 Tel: (408) 433-4400
 Fax: (408) 433-1800



Building 4 - with Typical Sunny Seating Area Planting Scheme



DATE: 06/16/16
 PROJECT:
 SCALE: As Noted

SHEET TITLE
 Schematic
 Landscape Plan
 Podium Building 4

SHEET NUMBER
 L-2.11

THE GUZZARDO PARTNERSHIP INC.
 Landscape Architects - Land Planners
 880 Commonwealth Blvd.
 San Francisco, CA 94111
 T 415 433 4653
 F 415 433 1801

WATER USE LEGEND

Key	Wucole Category	Area
	Low Water Use	40,144 sf
	Medium Water Use	36,424 sf
	High Water Use	00 sf
	Water Feature	3,202 sf

Note: These area calculations do not include the Neighborhood and Linear Parks



HUNTER STORM

GATEWAY CROSSINGS

DATE: 06/19/19
PROJECT #:
SCALE: As Noted

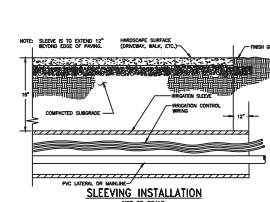
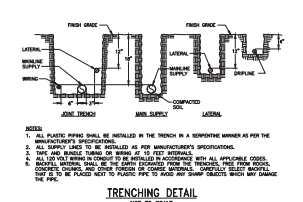
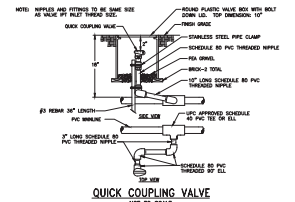
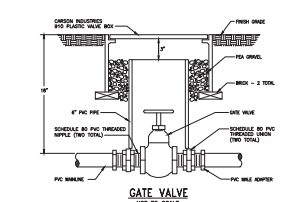
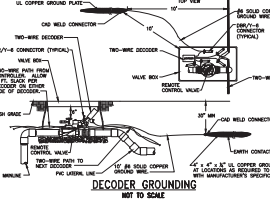
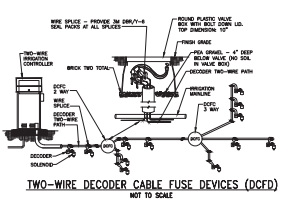
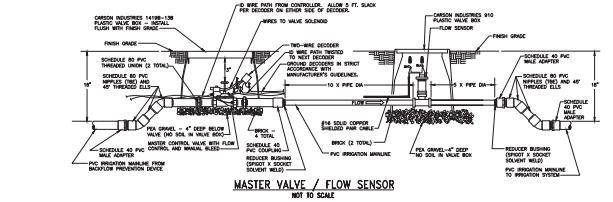
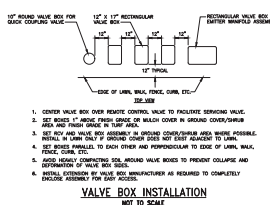
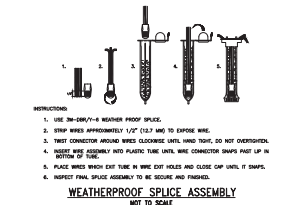
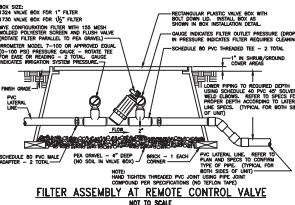
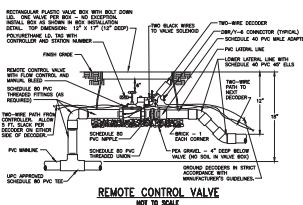
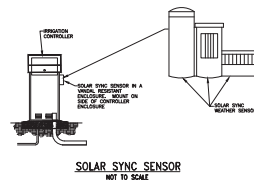
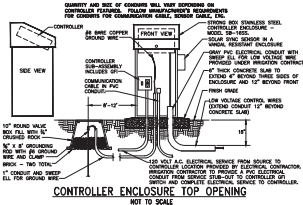
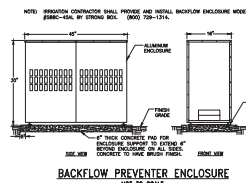
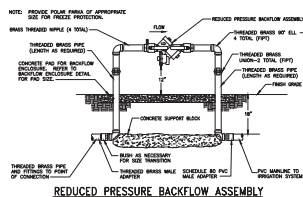
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Irrigation Zoning
Diagram

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L-3.1

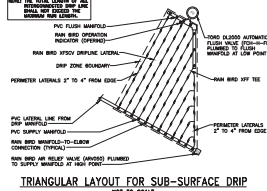
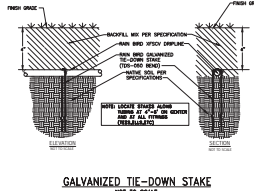
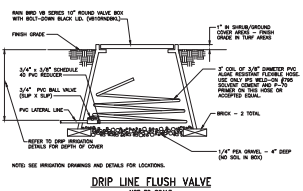
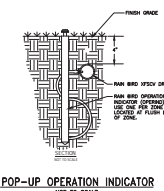
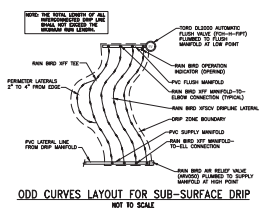
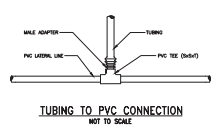
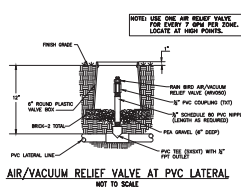
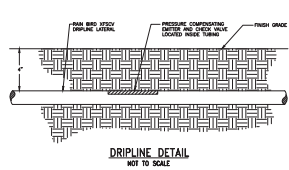
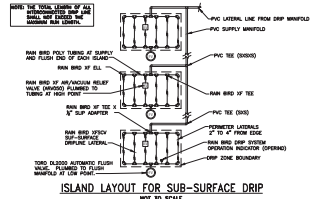
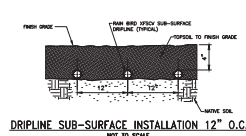
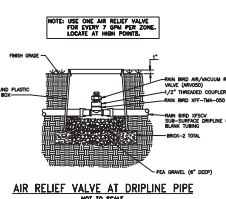
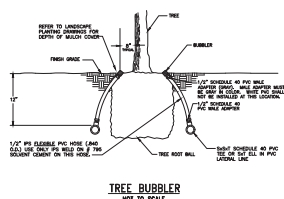
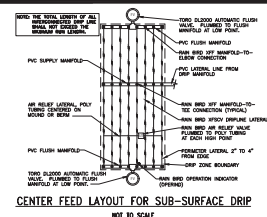
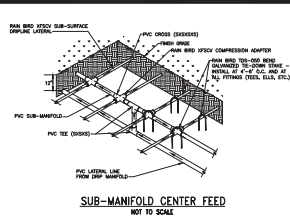
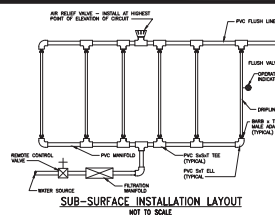
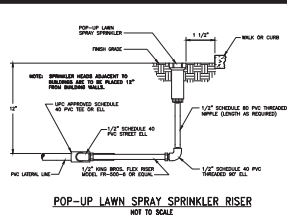
THE
GUZZARDO
PARTNERSHIP
Landscape Architects - Land Planners
181 Greenleaf Street
San Francisco, CA 94111
T 415 423 4612
F 415 423 3823

[illegible][illegible][illegible][illegible][illegible]

1. ALL CABLES PASSING WITHIN STRUCTURE TO BE PROVIDED, ROUTED, AND INSTALLED BY PLUMBING CONTRACTOR. EXT. OF PVC TO BE 18" BELOW FINISH GRADE.
2. IRRIGATION SLEEVES AND/OR CONDUIT IN STRUCTURE TO BE PROVIDED AND INSTALLED UNDER STRUCTURAL WORK.
3. ELECTRICAL CONTRACTOR TO PROVIDE CONDUIT, PULL BOXES AND DECOILER CABLE IN STRUCTURE. THE IMPASSES INDICATED REQUIRED TWO-WIRE PATH FOR A GIVEN PLANTER LOCATION, THROUGH STRUCTURE, TO REMOTE CONTROL VALVE LOCATIONS. 1/2" GAUGE DECOILER CABLE SHALL BE USED FOR CONTROL WIRING. FINAL CONNECTION OF WIRING TO REMOTE CONTROL VALVES SHALL BE COMPLETED BY IRRIGATION CONTRACTOR.
5. CONDUIT FOR DECOILER CABLE SHALL BE INSTALLED UNDER ELECTRICAL CONTRACTOR WORK COORDINATE WITH ARCHITECT FOR CONDUIT ROUTING.



PRELIMINARY
NOT FOR CONSTRUCTION



PRELIMINARY
NOT FOR CONSTRUCTION

HUNTER STORM

19121 Miller Ave. Suite 200, Capetown, CA 95014
Phone: (408) 255-4100 Fax: (408) 596-8425

GATEWAY CROSSINGS

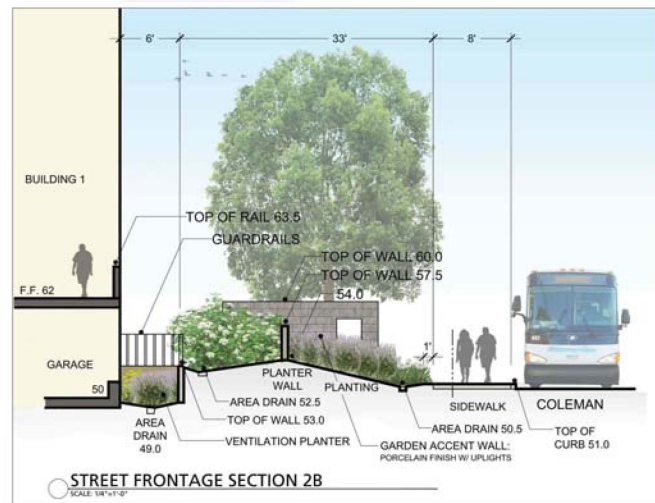
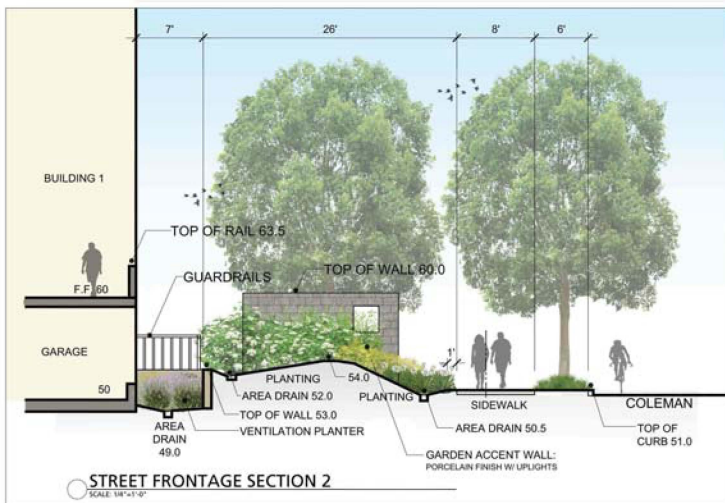
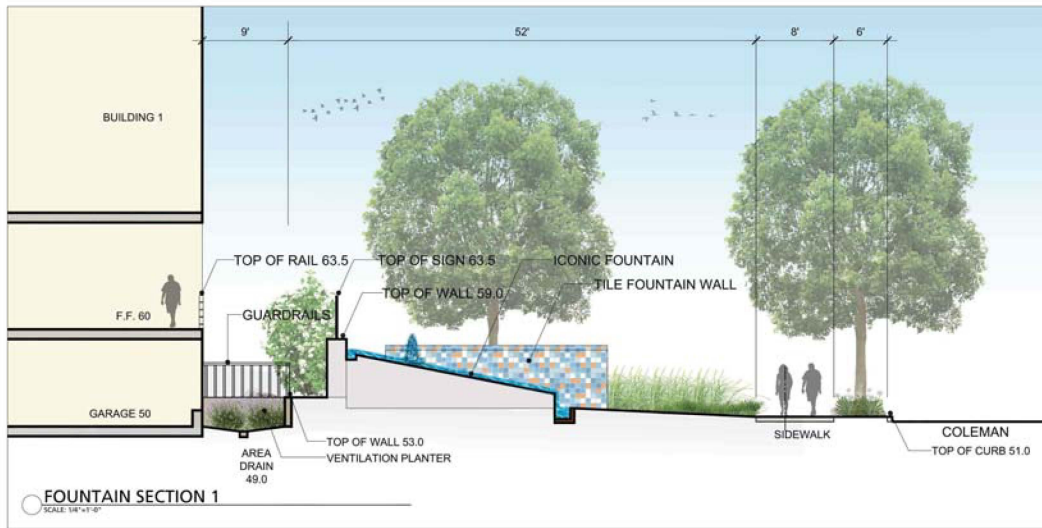
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PROJECT #:
SCALE:
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NORTH
SHEET TITLE
Irrigation Details

SHEET TITLE	Irrigation Details
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SHEET NUMBER
L-3.4

**THE
GUZZARDO
PARTNERSHIP INC.**
Landscape Architects • Land Planners
181 Greenwich Street
San Francisco, CA 94111
T 415 433 4672
F 415 433 5003

DICKSON & ASSOCIATES, INC.
LANDSCAPE IRRIGATION
BARRY DICKSON, CEO-PIG
TEL(951) 947-8078 www.dicksoninc.net
P.O. BOX 415
PALO CEDRO, CALIFORNIA 96073
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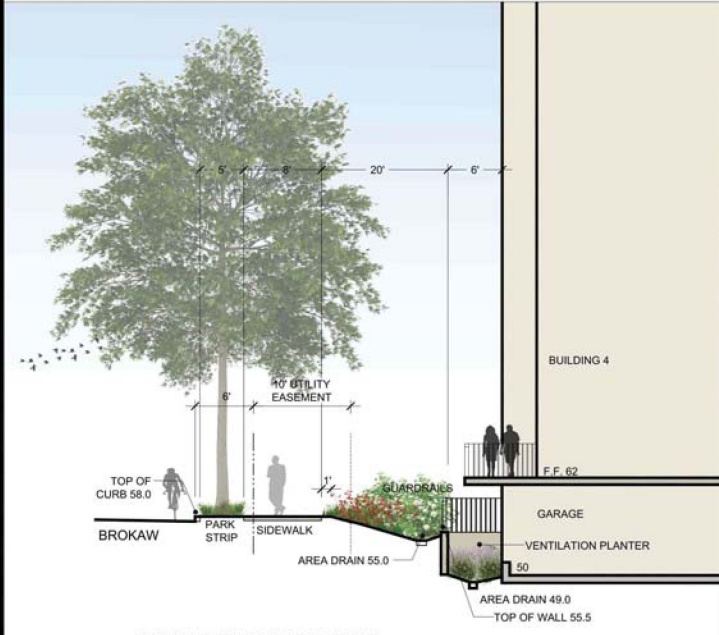


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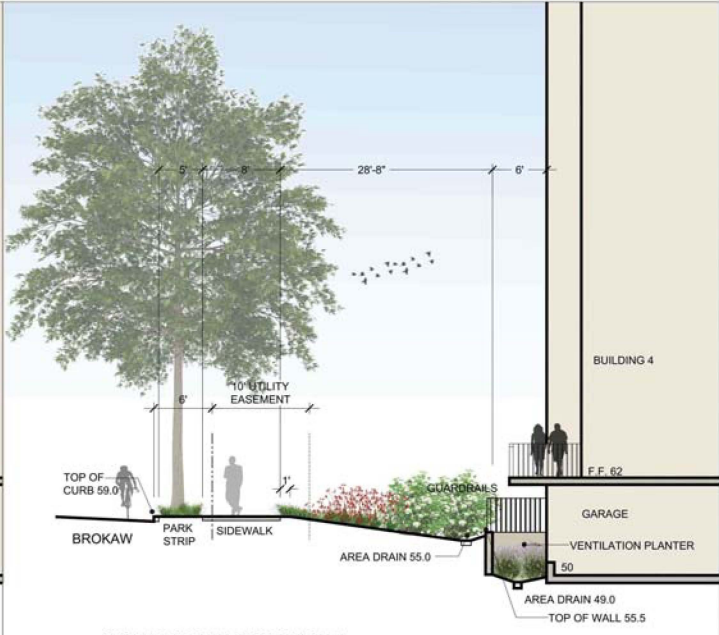
SHEET TITLE
Site Sections

SHEET NUMBER
L-4.1

THE GUZZARDO PARTNERSHIP, INC.
Landscape Architecture - Land Planning
181 Greenbush Street
San Francisco, CA 94111
7415.455.9612
P 415.455.1885



STREET FRONTAGE SECTION 3
SCALE 1/8"=1'-0"



STREET FRONTAGE SECTION 4
SCALE 1/8"=1'-0"

HUNTER STORM

GATEWAY CROSSINGS

18015 Main Street, Suite 200
San Francisco, CA 94115
Phone: (415) 435-1000 Fax: (415) 435-1001

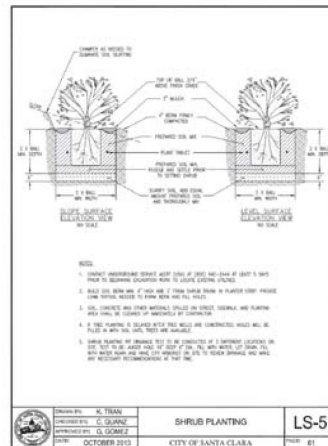
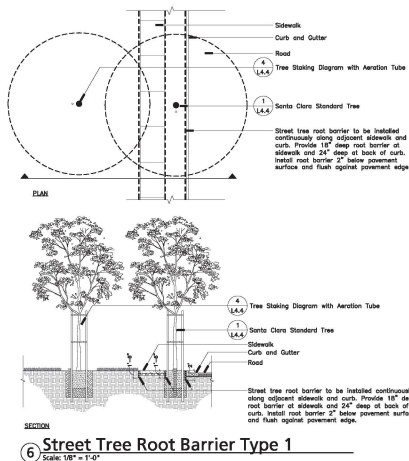
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PROJECT: L-4.2
SCALE: As Noted

SHEET TITLE
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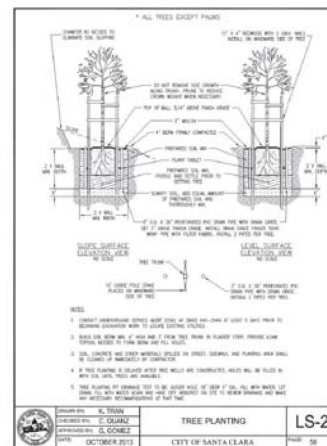
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Landscape Architecture - Land Planning
181 Greenway Street
San Francisco, CA 94111
T: (415) 435-1000 F: (415) 435-1001

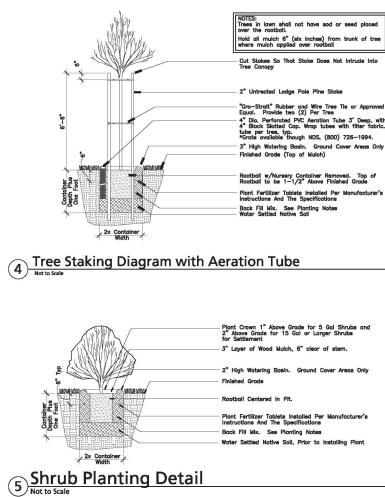
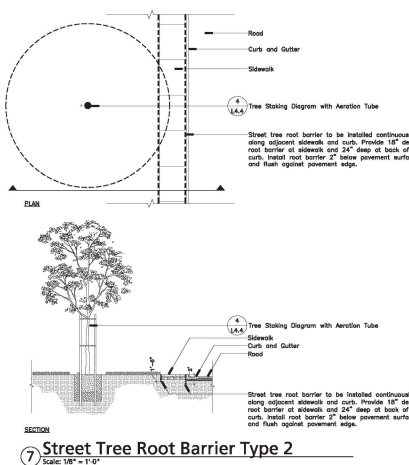


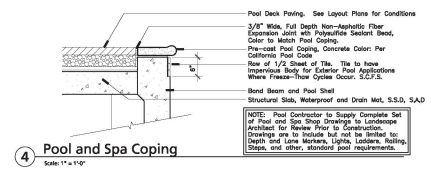
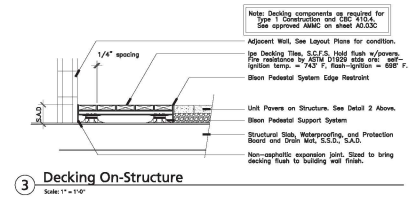
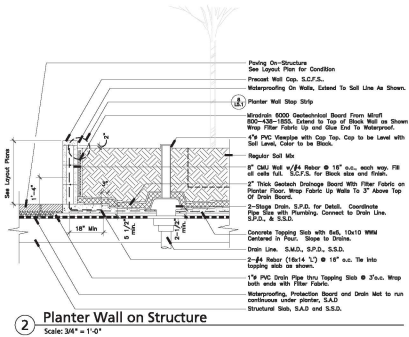
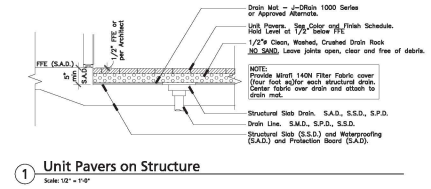
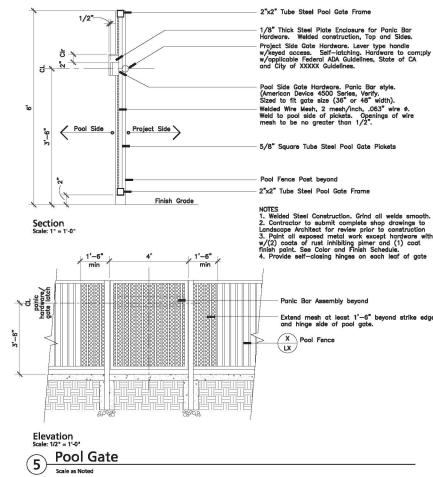
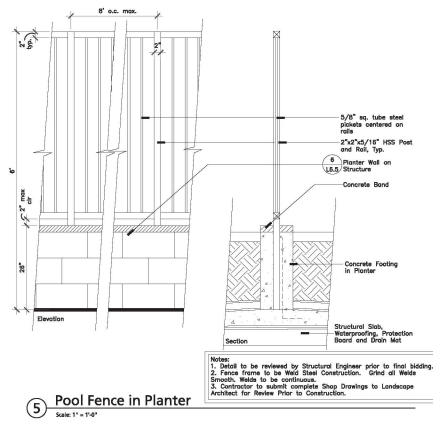


3 Santa Clara Standard Shrub Detail
Not to Scale



1 Santa Clara Standard Tree Detail
Not to Scale





HUNTER STORM

1833 Main Ave., Suite 200, Gardena, CA 90247
Phone: (310) 204-4207 Fax: (310) 204-4205

GATEWAY CROSSINGS

DATE: 08.19.19

PROJECT: #

SCALE: As Noted

SHEET TITLE

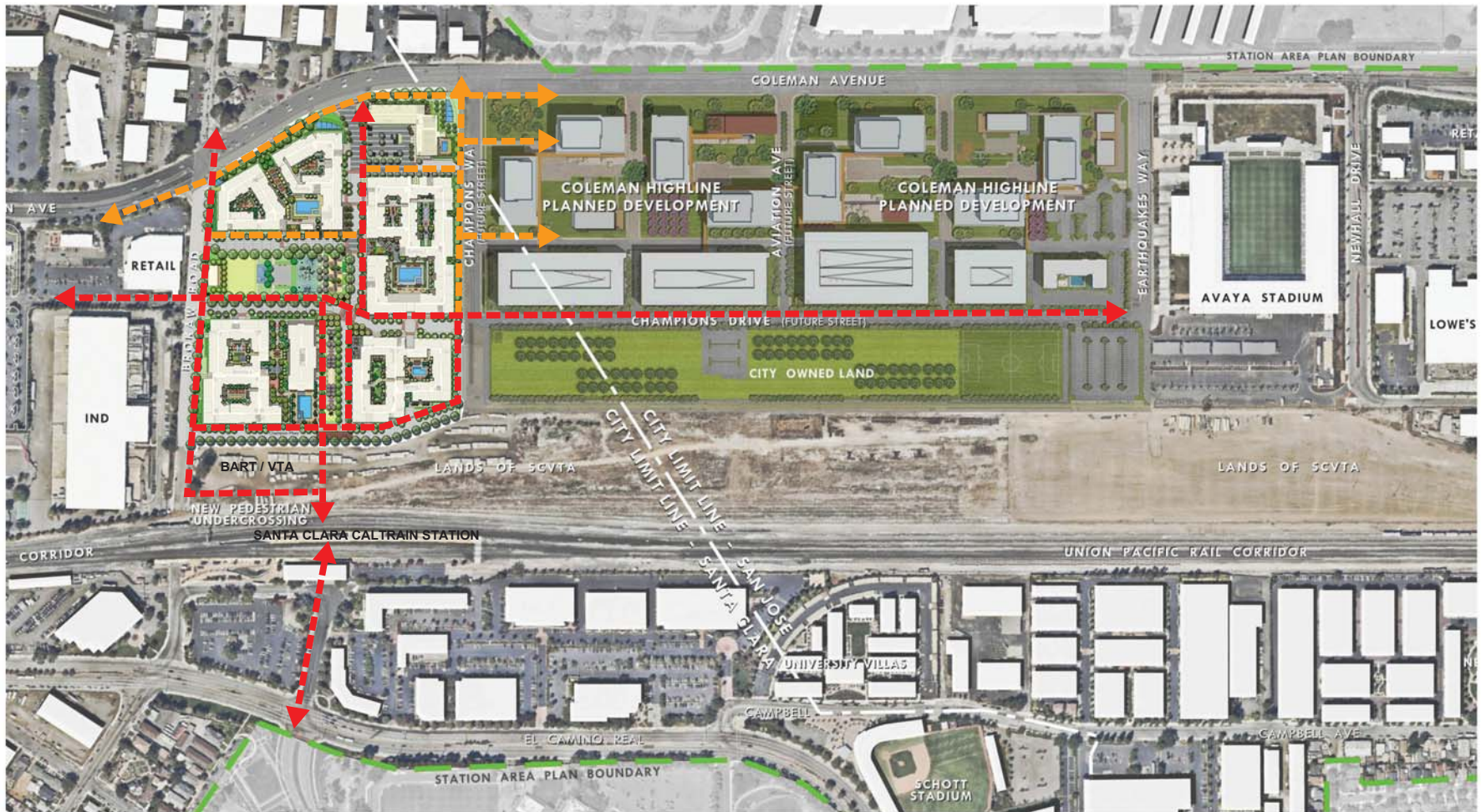
Landscape Details

SHEET NUMBER

L-4.5

THE GUZZARDO PARTNERSHIP INC.
Landscape Architects - Land Planners

181 Greenway Street
San Francisco, CA 94111
7415 433 8872
7415 433 5593



Pedestrian Connections

Primary Connection --- →

Secondary Connection --- →

HUNTER STORM

GATEWAY CROSSINGS

10121 Miller Ave. Suite 200 Cupertino, CA 95014
Phone: (408) 255-4100 Fax: (408) 995-4425

DATE: 6/19/2019
PROJECT #: A18034-3
SCALE: AS SHOWN

SHEET TITLE

CONTEXT
PLAN

SHEET NUMBER
C1.0
Building Number

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KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
10121 Miller Ave. Suite 200
Cupertino, CA 95014
(408) 255-4100

ISSUE



Agenda Report

19-813

Agenda Date: 7/9/2019

REPORT TO COUNCIL

SUBJECT

Charter requirements upon vacancy in the elective office of Chief of Police

BACKGROUND

This report intends to provide information to City Council about the process for vacancies, appointments, and elections as set forth in the City Charter and California Elections Code due to the Chief of Police's announcement of his resignation effective September 1, 2019 (Press Release and e-mail communication attached).

DISCUSSION

City of Santa Clara Charter - Vacancies & Elections

City Charter section 703 ("Vacancies") requires that any vacancy in an elective office of the City, including Mayor, City Council, Chief of Police, and City Clerk, from whatever cause arising, be filled by appointment by the City Council by a four-fifths vote. Accordingly, a vote of six of the seven Councilmembers will be required to make an appointment. If the Council fails to fill the vacancy by appointment within thirty (30) days after the office is declared vacant, the City must "forthwith" cause an election to be held to fill such vacancy. The Charter does not define the term "forthwith."

City Charter section 600.01 calls for a regular election (i.e. general municipal election) to be held on the first Tuesday following the first Monday in November of even numbered years. All other municipal elections that may be called under the Charter or CA Elections Code are referred to as a "special election".

City Charter section 700 sets forth that except as specifically provided otherwise in the Charter with respect to City elections, the provisions of the California Elections Code, as amended from time to time, are adopted.

Elections Code

Special Elections Must Be Held on Established Election Dates

All state, county, municipal, district, and school district elections shall be held on an established election date, unless an exception applies. Elections Code § 1002. Exceptions include special elections called by the Governor, certain school governing board elections, county, municipal, district, and school district initiative, referendum, or recall elections, and, the most pertinent to the City, elections held in charter cities with charter provisions inconsistent with the Elections Code. Elections Code § 1003.

The City, a charter city, does not have any inconsistent provisions relating to when to hold an election to fill a vacancy. Charter section 703 requiring an election to be held “forthwith” is not a charter provision inconsistent with the Elections Code because the Charter does not define the term. Furthermore, Charter section 600.02 explicitly authorizes that “any special election may be consolidated with a general municipal election and any municipal election may be consolidated with any State, County, or School District election held in the City or part thereof...” which indicates that special elections are not required to take place outside of established election dates. Accordingly, any such elections must be held on established election dates, which are as follows (Elections Code § 1000):

- (a) The second Tuesday of April in each even-numbered year.
- (b) The first Tuesday after the first Monday in March of each odd-numbered year.
- (c) The first Tuesday after the first Monday in November of each year.
- (d) The first Tuesday after the first Monday in March in each even-numbered year.

The established election dates for 2020 are **March 3, 2020, April 14, 2020** and **November 3, 2020**.

Chief of Police Vacancy

If the City Council does not appoint someone to fill the Chief of Police vacancy by a four-fifths vote (6 votes of a 7-member council), the Council must declare an election to fill the vacancy and the election must take place forthwith, i.e. on the next possible established election date. The November 5, 2019 election deadlines have already expired, so the next established election date is March 3, 2020, which is the presidential primary election.

Given the effective date of resignation being September 1, 2019, the City Council must declare the vacancy by September 4, 2019, which would have to be called as a special meeting. After declaring the vacancy, the City Council will have 30 days to fill the vacancy by appointment. If the Council does not fill the vacancy by appointment in that time frame, the Council must call an election. Please see the table below for all relevant dates for the March 3, 2020 election. The City’s election to fill the vacancy may be consolidated with the statewide presidential primary election.

March 3, 2020 Special Election Schedule

The following is a table of the relevant dates for the March 3, 2020 election if the Council does not make an appointment.

Effective Date of Resignation	September 1, 2019
Council Declares Vacancy	September 3 or 4, 2019 (Special Meeting)
Call Election and Request to Consolidate with the County	Last day for Council to adopt resolutions Council meeting October 8
Publish Notice of Election at least once in newspaper	October 28-November 11, 2019
Filing period for nomination papers and candidate statement opens	October 28, 2019

Last day to file nomination papers and candidate statement	December 6, 2019
Write in Candidacy Period	January 6, 2020 - February 8, 2020
Last day to register to vote for March Election	February 17, 2020
Last day to publish notice of nominees in newspaper	February 25, 2020
Election Day	March 3, 2020

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 this informational report, but there will be a fiscal impact if a special election is called.

COORDINATION

This report has been coordinated with the City Attorney's Office, the City Manager's Office, and the City Clerk.

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

Note and file this informational report.

Approved by:

Brian Doyle, City Attorney

Hosam Haggag, City Clerk

ATTACHMENTS

1. Chief Sellers email to Department Staff
2. Press Release - Chief of Police Retirement

Greetings everyone,

After more than four decades of service to this department and the community, I have decided to retire on September 1, 2019.

This decision has not been an easy one. However, I have come to realize that there is never a perfect time to retire - there will always be another project to complete, another event on the calendar and more quality people to bring into the organization.

Leading this police department has been a highlight of my life, but it is time to shift my priorities and focus on my health and my family.

The hardest part for me will be not seeing the people I work with every day. We hire great people that do amazing work. It has truly been an absolute honor to serve among some of the most devoted, courageous and hardworking individuals, who are dedicated to making Santa Clara a safe and welcoming community.

I spoke to the City Manager earlier today and told her that I wanted to notify my staff before going public. It was very important to me that you were notified by me personally and did not hear about my retirement in the news. I will be attending briefings and the different work areas this week. I am happy to answer any questions you may have.

Many of you may ask what is next for the department. First and foremost, I want this transition to be smooth for the police department and the city. I have confidence that Assistant Chief Winter and the Captains are fully prepared to lead the department into the future when I retire. Ultimately, it is the City Council that has the authority to fill my position for the remainder of my term with a four-fifths (6 out of 7) vote. It is my understanding, if a consensus is not reached, then my position will officially remain vacant and the Assistant Chief will lead the department until the November 2020 election.

Thank you for your continued excellence. I will continue to provide updates as they become available.

Michael J. Sellers
Chief of Police
Santa Clara Police Department
(408) 615-4894
www.scpd.org





NEWS RELEASE

SANTA CLARA POLICE DEPARTMENT



June 25, 2019

For Immediate Release

For more information:

Contact Captain Wahid Kazem
Phone (408)615-4864
Email wkazem@santaclaraca.gov

Santa Clara Police Chief Michael J. Sellers Announces Retirement after 40 Year Career

*Sellers says serving Santa Clara has been a highlight of his life;
looks forward to spending time with family*

Santa Clara, CA – Marking the end of a four-decade long career in law enforcement for the City of Santa Clara, Police Chief Michael J. Sellers has announced his retirement. After rising through the ranks, Sellers has served as Chief for the last seven years, after having been elected by the people of Santa Clara in 2012 and again in 2016.

“It is an absolute honor to serve among some of the most devoted, courageous and hardworking individuals dedicated to making Santa Clara a safe and welcoming community. It’s because of the men and women of the Santa Clara Police Department, coupled with the support of this community, that I have celebrated a long and rewarding career doing what I love. Collectively, we have made Santa Clara a better place,” said Chief Sellers. “Although a difficult decision, I’ve come to realize it is the right time for me to explore the next chapter of life and spend time with my family who has unwaveringly stood by my side and supported me throughout my long career.”

Chief Sellers began his career with the Santa Clara Police Department as a Cadet in 1978. He was hired full-time as a Police Officer in 1985 and continuously promoted to Assistant Chief in January 2012. With each promotion, he gained valuable leadership and budgetary experience to prepare him for his role as Police Chief. With Santa Clara having the last elected Police Chief in the state of California, he successfully ran for office and was first elected as Police Chief later that year.

Chief Sellers has worked a wide variety of unique assignments including undercover narcotics in the Specialized Crimes Action Team (SCAT), Special Weapons and Tactics (SWAT) and the Santa Clara County Sexual Felony Enforcement (SAFE) Task Force. He has also been a Field Training Officer, was a charter member of the Special Enforcement Team (SET), is a graduate of the Police Officer Standards and Training (POST) Sherman Block Supervisory Leadership Institute and the Federal Bureau of Investigation National Academy.

Many celebrated accomplishments, include the implementation of innovative and next-generation technology and processes, most recently updating the Computer Aided Dispatch. Response times and the volume of priority one calls for service have decreased over the last year, as well as overall violent crime statistics, which reflect the proactive and hard work of the Department to keep Santa Clara a safe place to live, work and visit. The Department has continued to hold strong partnerships with key stakeholders, including the Santa Clara District Attorney’s Office and Sheriff’s Office, local law enforcement agencies, the Federal Bureau of Investigation and the Santa Clara Unified School District. In addition, the Department has a high level of engagement with the community through programs such as the Citizen Police Academy, Coffee with a Cop, DARE, Talk and Tour and,

most recently, a well-attended Open House, all of which have led to high confidence and trust ratings among the public.

Chief Sellers will continue his involvement in the Santa Clara Rotary, Mission City Community Fund, Santa Clara Optimist Club and Employer's School Council in his retirement.

The City Council will take action on next steps for filling the position, whether it be by special appointment or election per the City Charter. Chief Sellers will begin his retirement effective September 1, 2019.

###





City of Santa Clara

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Santa Clara, CA 95050
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Agenda Report

19-730

Agenda Date: 7/9/2019

REPORT TO COUNCIL

SUBJECT

Monthly Update on City Council and Stadium Authority Staff Referrals

BACKGROUND AND DISCUSSION

During Council and Stadium Authority meetings, the City Council or Stadium Authority Board provide direction on policy issues or refer information requests to staff for follow-up.

The purpose of the City Council and Stadium Authority Referrals Update is to provide the City Council/Stadium Authority Board and the public a monthly status report. Completion of the referrals may be communicated by various means such as: Report to Council, Information Memorandum provided through a Council Agenda, City Manager Biweekly Report/Blog, or a City Manager/Executive report out during a future Council meeting.

The Referrals list will be published monthly in the agenda packet for the first Council meeting of the month at the "City Manager/Executive Director Report" section of the Council Agenda.



Date Assigned	Referral Description	Assigned Department	Projected Completion	Completed
6/25/19	Council, by consensus, requested that the City Attorney/staff review the matter related to the Cross at Memorial Cross Park (recent U.S. Supreme Court ruling)	City Attorney	TBD	
6/4/19	Allocate \$70,000 funding in support of the Parade of Champions	Finance	6/25/19	6/25/19
6/4/19	Comparison study on how the staffing budget and expenses is less in other cities from the general fund; provide a written update on the 1% Development Impact Fee	Finance	TBD	
6/4/19	Councilmember O'Neill to provide more clarity on Innovation Zone referral	Public Works	TBD	
6/4/19	Regarding bicycle and scooter share devices: staff to bring back final plan for Council approval – Council asked staff to further look into items such as outreach events, insurance, speed monitoring, data, fee structure and drop-off locations	Public Works	August 2019	
5/21/19	User Fee Study Session Follow-up: report on Proposed Housing Fee, Recreation Costs as related to Senior Center Space Use (implement space feedback forms and studying the marginal costs) and Nonprofit Room Rental Fees Rates, and Unit or Plot Costs for the Cemetery	Finance	8/23/19	
5/21/19	Provide additional public information/outreach on Hauling and Recyclable items	Public Works	June 2019	5/31/19
5/21/19	Reopen public hearing for Gateway Crossing and provide additional information on retail and lease options for PAL	Community Development	7/9/19	
5/7/19	SVP Strategic Plan: provide information on rebate and community benefits programs	SVP	7/9/19	
5/7/19	Saratoga Creek Trail (Homeridge Park to Central Park): provide funding sources	Public Works	5/17/19	5/31/19
4/30/19	Number of public transit riders for large stadium events	Stadium Manager	8/20/19	
4/30/19	Ask Stadium Manager for analysis to support their position that reducing the cost of parking would likely adversely impact public transit ridership, resulting in more cars on the roads	Stadium Manager	8/20/19	
4/25/19	City Clerk Haggag to work with City Attorney's Office on next steps for enforcing the Dark Money Ordinance and the Lobbyist Ordinance	City Attorney	TBD	
4/23/19	Street Trees: for newly developed homes, are street trees required? Who is responsible to water newly planted trees until they are established?	Public Works	5/31/19	5/31/19
4/23/19	Children's Health Screening Service Model: statistics on case management and procurement of services	Parks & Rec	Summer 2019	
4/9/19	Work with Civil Service Commission on a Job Fair	Human Resources	Fall 2019	
4/9/19	Street Racing and Sideshows: take steps to make the 2004 ordinance operative and	Police	Fall 2019	



Date Assigned	Referral Description	Assigned Department	Projected Completion	Completed
	increase enforcement within existing resources			
3/20/19	Hire a consultant for Economic Development, Communications and Marketing Committee to support the committee's efforts	City Manager	Winter 2019	
3/5/19	Korean Town: legislative record, news article, etc. about previous effort to designate Korean Town	City Manager	August 2019	
3/5/19	Parade of Champions: confirm nonprofit status; report out on fundraising efforts	Parks & Rec	6/4/19	6/4/19
2/5/19	Anti-Smoking Ordinance: Develop a police department policy regarding enforcement for persons under 21 (Information Report to Council)	Police	7/9/19	
1/29/19	Monitor and update to Council if the City of San Jose waives fees for developments along Steven Creek Blvd	Public Works	Ongoing	
11/27/18	Massage Ordinance: recover administrative enforcement actions; explore charging a fee for non-conforming uses; develop a community engagement program (letters, workshops, in multiple languages)	Police/Finance	Fall 2019	
11/27/18	TID: Reconciliation of reserve fund; disclosure of legal fees as determined by the performance auditor; and develop a subsidy policy	Finance	August 2019	
11/13/18	Review post-agenda material distribution to reduce paper	Clerk's Office	Fall 2019	
10/9/18	Dedicate Jerry Marsalli Community Center at grand opening of the facility	Parks & Rec	Fall 2019	
10/2/18	Amend sign ordinance to prohibit signs on public property	Parks & Rec/ City Attorney	TBD	
7/10/18	Annual update on PD community engagement efforts	Police	Summer 2019	
3/13/18	Develop a Stadium Authority Financial Reporting Policy in conjunction with the Stadium Authority Auditor and the external auditor	Finance	Summer 2019	
1/19/18	Explore joint golf course use with City of Sunnyvale due to the forthcoming closure of the Santa Clara golf course	Parks & Recreation	Fall 2019	



City of Santa Clara

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Agenda Report

19-557

Agenda Date: 7/9/2019

SUBJECT

Tentative Meeting Agenda Calendar

BACKGROUND AND DISCUSSION

The purpose of the TMAC is to provide the public advanced notifications of tentative dates of Council Study Sessions, Joint Council/Commission meetings, as well as Council Public Hearing and General Business agenda items. It is important to note that the TMAC is a Tentative Calendar planning tool and reports listed are subject to change due to Public Hearing publication requirements and agenda management.

The TMAC will be published weekly no later than Friday evening on the City's website.



City of Santa Clara

Tentative Meeting Agenda Calendar

Wednesday, July 10, 2019 – Council and Authorities Concurrent Meeting

Public Hearing/General Business

6:00 PM Charter Review Interviews/Appointment

Boards and Commission Interviews/Appointment

Fill one vacancy on the Cultural Commission

Fill two vacancies on the Historical and Landmarks Commission

Fill two vacancies on the Housing Rehabilitation Loan Committee

Fill one vacancy on the Parks and Recreation Commission

Fill two vacancies on the Senior Advisory Commission

Tuesday, July 16, 2019 – Council and Authorities Concurrent Meeting

4:00 PM Closed Session

5:00 PM Ceremony

Friendship City MOU Signing Ceremony with Icheon, Korea

Public Hearing/General Business

19-626 **Public Hearing:** Action on a Resolution Confirming the 2019 Weed Abatement Program and Assessment

19-1603 **Public Hearing:** Adoption of the Fiscal Year 2019/20 Municipal Fee Schedule (Not to be heard prior to 7:00 p.m.) - *Deferred from June 25, 2019*

19-288 **Public Hearing;** Action on Amendments to the City Code Related to Massage Establishments (Not to be heard prior to 7:00 p.m.)

19-735 Action on Interim Food & Beverage Services Agreement for the Santa Clara Convention Center

July 17, 2019 – August 16, 2019 - COUNCIL RECESS

August 20, 2019 Joint Council and Authorities Concurrent and Stadium Authority Meeting

Study Session

19-538 Study Session on the Zoning Code Update: Overview and Process Streamlining
6/27/2019 4:42:22 PM

Public Hearing/General Business

- 19-395** Approval to Submit Green Stormwater Infrastructure Plan to the Regional Water Quality Control Board with the City's FY 2018-/19 Stormwater Report
- 19-736** Action on Amendment No. 3 to the Agreement for Professional Services with Perkins + Will for Amendments to the Tasman East Specific Plan and Related Budget Amendment
- 19-799** Consideration of Options for the Development of a Bicycle and Scooter Share Program for the Purpose of Establishing Regulations
- 19-153** Action on Petition Requesting Items to be Added to a Future Council Agenda to Proclaim Section of El Camino Real as Korea Town
- 19-817** Action on a Letter to the Santa Clara Valley Water District Regarding the Intel Freedom Bridge

Tuesday, August 27, 2019 – Council and Authorities Concurrent Meeting

Public Hearing/General Business

- 19-800** Action on a Resolution Establishing the Average Per-Acre Land Values and Parkland In Lieu Fee Schedule for New Residential Development FY2019-20 – *Continued from May 21, 2019*
- 19-712** Update on the Freedom Circle Specific Plan
- Grand Jury Response: City of Santa Clara: Public Records Access
- Grand Jury Response: Inquiry into the Governance of the Valley Transportation Authority

City Manager/Executive Director Report

- 19-713** Direction on the City North Vision Plan

September 3, 2019 Special Council and Authorities Concurrent Meeting

5:00 PM Public Hearing/General Business

Declare the Vacancy for the Position of Chief of Police

September 17, 2019 Joint Council and Authorities Concurrent and Stadium Authority Meeting

5:00 PM Study Session

- 19-540** Study Session on the Zoning Code Update: Short-Term Rentals, Co-Housing, and Assisted Living Facilities

Public Hearing/General Business

- 19-566** Action on a Small Cell Attachment with GTE Mobilnet of California Limited Partnership dba Verizon Wireless
- 19-004** Bicycle Plan Update 2018 Adoption
- 19-804** Consideration of a Successor Agreement with Mission Trail Waste System for Exclusive Franchise Solid Waste Collection Services

September 24, 2019 Joint Council and Authorities Concurrent and Stadium Authority Meeting

Public Hearing/General Business

- 19-324** Action on an Amendment to the Zoning Code, SCCC Chapter 18.76 Architectural Review
- 19-073** SVP Quarterly Strategic Plan Update
- User Fees Phase III

Tuesday, October 8, 2019 Council and Authorities Concurrent Meeting

Study Session

- 19-539** Study Session on the Zoning Code Update: Potential Zoning Code Changes - *Continued*

Public Hearing/General Business

- 19-496** Agenda Items Pending – To Be Scheduled

October 29, 2019 Joint Council and Authorities Concurrent and Stadium Authority Meeting

Public Hearing/General Business

- 19-806** Consideration of a Successor Agreement with Recology for Residential Recycling
- 19-807** Consideration of a Successor Agreement with Mission Trail Waste System for Exclusive Franchise Solid Waste Collection Services

Tuesday, November 5, 2019 Council and Authorities Concurrent Meeting

Public Hearing/General Business

- 19-496** Agenda Items Pending – To Be Scheduled

Tuesday, November 19, 2019 Council and Authorities Concurrent Meeting

Public Hearing/General Business

19-496 Agenda Items Pending – To Be Scheduled

Tuesday, December 3, 2019 – Santa Clara Stadium Authority Board Meeting

Public Hearing/General Business

19-496 Agenda Items Pending – To Be Scheduled

Tuesday, December 10, 2019 Council and Authorities Concurrent Meeting

Public Hearing/General Business

19-496 Agenda Items Pending – To Be Scheduled

Tuesday, December 17, 2019 Council and Authorities Concurrent Meeting

Public Hearing/General Business

19-074 SVP Quarterly Strategic Plan Update

AGENDA ITEMS TO BE SCHEDULED TO A FUTURE DATE