REPORT TO PLANNING COMMISSION

SUBJECT

Recommended Action on a Phase 1 Development Area Plan for the Related Santa Clara Project

EXECUTIVE SUMMARY

Related Companies has filed an application for a Development Area Plan (DAP) for the Related Santa Clara Project (Project). The overall Project of which this first DAP is a part was previously referred to as the “City Place Project” and this name appears throughout various City documents.

The Project includes the proposed development of up to 9.16 million gross square feet of office buildings, retail and entertainment facilities, residential units, hotel rooms, surface and structured parking facilities, new open space and roads, landscaping and tree replacement, and new/upgraded/expanded infrastructure and utilities. The City previously (on June 28, 2016) certified an Environmental Impact Report (EIR) for the Project and approved a Planned Development - Master Community (PD-MC) Zoning.

Approval of a DAP is the next step in the land use entitlement process for the Project pursuant to the project site’s PD-MC Zoning and the procedural review framework set forth in the Master Community Plan zoning document (MCP). The Applicant submitted the DAP 1 application and accompanying application materials as required under Appendix C of the Master Community Plan.

The proposed DAP 1 represents the first phase of the Project and would allow for the combined development of up to 1,047,000 square feet of gross building floor area consisting of new office, retail, hotel and residential serviced apartments built over a two-level underground parking garage, all generally on Parcel 5 as identified in the MCP. The Phase 1 plan would develop three blocks within the Parcel 5 area identified in the approved MCP as Block 5A, Block 5B and Block 5C. A copy of the Related Santa Clara Phase Plan Map from the MCP is attached showing the location of Phase 1.

The DAP 1 area is an approximately 14.3 acre area along the north side of Tasman Drive, opposite Levi’s Stadium and the City’s Youth Soccer Park, and is bordered by the Altamont Commuter Express Station, the Union Pacific Railroad tracks and Lafayette Street to the east, and the City’s Tasman Garage and San Tomas Aquino Creek Channel to the west. The Transit Center parcel is not part of the DAP 1 application and will be retained by the City.

The proposed Block 5A would allow for construction of 440,000 square feet in area of new office, and 35,200 square feet of new retail food and beverage floor area. Block 5B would allow for the construction of 381,000 square feet of new hotel space for 480 rooms and 15,800 square feet of retail food and beverage service space. Block 5C would allow for the construction of 175,000 square feet of new residential floor area for 200 residential serviced apartments.

As part of the proposed DAP 1, Centennial Boulevard would be reconstructed and elevated as a raised City roadway through the parcel to match the existing grade of Tasman Drive. Two new City roads, currently identified by the generic names of Avenue A and Avenue C, would also be constructed and later renamed. Access to the parking garage is proposed from Avenue A, Centennial Boulevard, a point between Centennial and Avenue C, and driveways just to the east of Avenue C from the road on the Transit Center parcel.

As discussed in the following report, the proposed DAP has been analyzed and found to be consistent with the MCP and other applicable City standards. Staff has also determined that an EIR Addendum fulfills the CEQA requirements for approval of the DAP.

BACKGROUND

The applicant, Related Companies (Developer), is requesting approval of a Development Area Plan to allow construction of up to 440,000 square feet of office, 51,000 square feet of retail food and beverage, 381,000 square feet of hotel (for up to 480 rooms) and 175,000 square feet of residential (for 200 residential serviced apartments). Planning application files for the proposed project include: PLN2019-14186, PLN2014-10554 and CEQ2014-01180. The DAP implements the MCP previously approved by the City. Specific architectural design for the development will be addressed in a subsequent administrative review process in accordance with the MCP.

Site Description

The overall 240-acre Related Santa Clara project site encompasses the former 210-acre Santa Clara All-Purpose Landfill, of which 183 acres is the actual waste disposal area footprint. Most recently the site was developed as the City's Municipal Golf Course. DAP 1 covers a 14.3-acre portion of the site (Parcel 5) located at its southern edge along Tasman Drive. Parcel 5 is highlighted in red in the Key Map Plan (Attachment #1).

Parcel 5 is comprised of two parcels (APN's: 104-03-038 and 039), portions of two other parcels (APN's: 104-03-036 and 037), the east-west segment of Stars and Stripes Drive, and the segment of Centennial Boulevard right-of-way north of Tasman Drive. Parcel 5 is occupied by the now-closed Santa Clara Golf and Tennis Club buildings, David's Restaurant, David's Banquet Facility, Fire Station 10 and surface parking lots.

The City owned Tasman Drive parking garage is not part of DAP 1, but access to the east entry of the garage will be altered by the development at the Developer's expense.

CEQA Review

On June 28, 2016, the City certified the Final Environmental Impact Report (EIR) for the Project and adopted a Mitigation Monitoring or Reporting Program (MMRP), which identifies measures to reduce many of the Project's potential impacts on the environment to less than significant levels (Attachment #4). Even with implementation of all feasible mitigation measures, the EIR concluded that the proposed project would have significant unavoidable environmental impacts in the areas of land use, transportation, air quality, greenhouse gas emissions, noise, and biology; and cumulative significant unavoidable impacts to utilities. Thus, the City also adopted a Statement of Overriding

Considerations (SOC).

The residential portion of the project was deemed by the County Airport Land Use Commission to be inconsistent with the Comprehensive Land Use Plan (CLUP) for the Norman Y. Mineta San Jose International Airport noise policies because the Project includes residential uses within the 65 dB CNEL aircraft noise contour boundary identified in the CLUP. While residential interior noise levels will be mitigated to achieve sound ratings of less than 45 dB CNEL with the required implementation of design features and treatments identified in the EIR, exposure to temporary and periodic overhead air traffic noise would occur that could not be mitigated to a less-than-significant level, and consequently the City adopted the SOC before certifying the EIR.

In accordance with the California Environmental Quality Act (CEQA), an Addendum to the previously certified Environmental Impact Report was prepared for the DAP 1 application (Attachment #5). The EIR Addendum assessed whether the DAP 1 application presented any new or changed potential significant environmental impacts from the MCP and concluded there are none.

Project Entitlement History

General Plan Amendments:
On June 28, 2016, in addition to certifying the Project EIR, the City amended the General Plan Text and Map to reflect a new Urban Center/Entertainment designation. This classification supports a wide variety and mix of commercial development and uses serving residents, businesses and visitors from the local community and surrounding region. A combination of the following uses are allowed in vertical or horizontal mixed-use arrangements: 1) retail sales and services; 2) restaurants and other food and beverage uses; 3) entertainment venues such as cinemas, performance venues, other interactive experiences, and active open space and plaza amenities; 4) hotels; 5) corporate and general office; 6) commercial services; 7) and compatible uses of a similar commercial character. Medium- to very-high density residential use (ranging from 37 to 90 du/ac) is also supported by this classification, the buildings could be restricted by FAA height restrictions/regulations.

The integration of urban scale housing is intended to contribute to a balanced community, reduce reliance on the automobile, and promote the desired pedestrian-oriented character. Horizontal and vertical mixing of compatible uses is permissible, bringing residents and workers near basic services and desirable conveniences. Mixed-use developments that afford active lower floor(s) retail or commercial space along street frontages with residential units arranged on upper floors are especially fitting as part of an urban core.

The City's Climate Action Plan was amended to address the new General Plan designation and establish respective minimum vehicular miles traveled (VMT) reduction requirements. In lieu of the 10% VMT reduction achieved though Transportation Demand Management (TDM) measures for office development and the 20% reduction for residential development, the Amendment to the Climate Action Plan allowed for a 4%VMT reduction to be achieved through a TDM measures for office development and for a 2% VMT reduction for residential development through TDM measures for this project site. The specific edits associated with these General Plan amendments are provided in City GPA Resolution No. 16-8338, dated June 28, 2016 (Attachment #7).

Zoning Change

On June 28, 2016, the City Council approved a rezoning of the 240-acre project site from Public/Quasi-Public (B) and Commercial Park (CP) to Planned Development - Master Community (PD-MC), and approved the accompanying MCP and conditions of approval as the implementing zoning documents for the project (Attachment 8, Resolution No. 16-8339).

Development Agreement (DA)
A DA (Attachment #3), approved by and executed between the City and the Developer in August 2016, establishes the terms and obligations of development for both parties as well as the order and timing of these obligations. The DA vests the maximum density and intensity of uses; the maximum building heights and gross floor area of land uses; and the permitted uses. It also specifies: an inclusionary requirement that 10% of residential units must be affordable housing units; the development fees that will be paid (including a regional traffic fee and a voluntary contribution to VTA); the provisions concerning escalation of existing fees or imposition of new fees; and a requirement to implement all mitigation measures to minimize material adverse environmental impacts of the Project. The project DA has a 30-year term to allow for phased development of the Project. The DA was previously reviewed by the Planning Commission prior to City Council approval.

Disposition and Development Agreement (DDA):
A DDA contract was also approved between the City and Related Santa Clara, LLC, as the Master Developer in 2016 (Attachment #10). The DDA was approved by the City Council and not subject to review by the Planning Commission. The DDA contains lease conveyance terms, including ground lease conveyance for the Phase 1 development area after approval of the first DAP. The schedule of performance for commencement and timing of construction are captured in the proposed DDA and will be reviewed and considered by the City Council when they consider the DAP.

Pre-Project Construction To-Date
Currently, the project is progressing with Pre-Phase 1 early access work to prepare the site for the Phase 1 construction along Tasman Drive. To facilitate the new construction and maintain public access to the area, the development will temporarily close access to Centennial Boulevard and Stars and Stripes Drive from Tasman Drive and add additional access points to the existing Great America Station Transit Center at 5099 Stars and Stripes Drive. The work being performed will provide for relocation of vehicular, pedestrian and bicyclist access that is necessary during the construction of Phase 1. The work includes the construction of a permanent exit ramp (from eastbound Tasman Drive down to Stars and Stripes Drive), permanent improvements to the Transit Center, a temporary roadway from the Transit Center through the closed Santa Clara landfill (Parcel 4) to Great America Parkway, and a temporary traffic signal for the interim roadway intersection at Great America Parkway. Additional work within the Tasman Block includes abatement of hazardous materials within the existing buildings and disconnecting utility services prior to demolition.

The Developer is also progressing with the renovation and expansion of Fire Station 8 (2400 Agnew Road), which is scheduled to be completed this month (February 2020). Renovation of the Fire Station 8 building includes an additional 2,500+ square-foot space designed to include a new dormitory wing, and the existing facility will also receive necessary improvements for code compliance. Completion of this work will allow for the temporary relocation of services from Fire Station 10 to the expanded Fire Station 8. A table detailing Pre-Phase 1 early access infrastructure construction underway and the infrastructure to be constructed with Phase 1 is attached to this report (Attachment #12).

DISCUSSION

The following discussion is an evaluation of the DAP 1 application's consistency with the Project MCP. The MCP (Attachment #9) sets forth the development standards, design guidelines, phasing constructs, project implementation procedures, development transfer provisions among parcels, permitted and conditional uses allowed within the proposed land use areas, and City Approval standards for DAP applications.

Development Scheme

The MCP presents three development schemes for implementation under the PD-MC zoning which may be interchanged depending on market conditions and/or regulatory requirements. The Developer has indicated they are currently pursuing the "Scheme A" development plan and phasing concept, evolving from the conceptual land use development plan depicted in Exhibit 3-2 of the MCP (Page 34) and the summary table of land use development details provided in MCP Table 3-2: Summary Development Yields (Page 41). The proposed DAP conforms with the land uses and phasing depicted in this Scheme.

Road Network

The proposed DAP includes minor changes to the road network as it was depicted in the MCP. As a result of this street reconfiguration, the development area of Parcel 5 increases from 11.3 acres to 14.3 acres. These changes are permitted under Section 4.3.4 of the DDA.

The east-west segment of Stars and Stripes Drive would be relocated approximately 115 feet north to realign with egress from the north side of the City's Tasman Drive parking garage (Attachment #15, Exhibit 1.3.3, Page 14). Avenue B, shown in the MCP concept as a public through road connecting to Tasman Drive, is modified in the DAP to serve as a connection between Blocks 5B and 5C and to provide a potential garage access point.

Centennial Boulevard would be reconstructed and elevated as a raised City roadway through the parcel to match the existing grade of Tasman Drive. Two new City roads, currently identified in the generic names of Avenue A and Avenue C, would also be constructed and later renamed. Access to the below grade parking garage is proposed from Avenue A, Centennial Boulevard, a point between Centennial and Avenue C off of Stars and Stripes Drive, and driveways just to the east of Avenue C onto the road on the Transit Center parcel.

Development Program

Corresponding to the increase in development area for Parcel 5, the Developer is also proposing to increase the allowable building area in Phase 1 from 873,000 square feet to 1,047,000 square feet (an increase of 16.4%) through a transfer of floor area to the subject Parcel 5 from Parcel 4. Section 3.2 of the MCP (Page 36) allows the developer "to transfer up to 20 percent of the maximum allowed density of each of the individual development parcels to one or more of the other development parcels." The planned development with these adjustments will result in a Floor Area Ratio (FAR) of 1.68, which is less than the maximum FAR of 2.52 included in Table 3-2 of the MCP. Table 1.2.1 (Page 8) of the DAP 1 application summarizes the approximate proposed combined gross floor areas by use and provides comparison with the allowable areas included in Table 3-2 of the MCP.

A conceptual site plan showing the land uses on the three blocks of Parcel 5 is presented in Exhibit 1.3.1 (Page 10) of the DAP 1 application. Block 5A would allow for the development of an office development up to 440,000 square feet in area and up to 35,200 square feet of new retail food and

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beverage floor area. Block 5B would allow for the construction of up to 381,000 square feet of new hotel space for up to 480 rooms and up to 15,800 square feet of retail food and beverage service space. Block 5C would allow for the construction of up to 175,000 square feet of new residential floor area for 200 residential serviced apartments. Additional detail on the retail plan, including a comparison of the proposed square footages in DAP 1 with the MCP, is provided in Exhibit 1.10 (Page 32) of the DAP 1 application.

Building Heights

As depicted on the conceptual massing, height and bulk rendering provided with the DAP submittal (Attachment #15, pages' 16 and 17, Exhibits' 1.3.4(b) and 1.3.4(c)), the anticipated building heights are 198 feet above mean sea level (MSL) for the Block A office building, 218 feet for the Block 5B hotel, and 135 feet MSL for the Block 5C residential serviced apartments. These heights are consistent with the MCP as they are below the maximum 219-foot MSL height limit and consistent with ALUC policies as identified in MCP Sections 4.16, 4.17 and 4.18.

Support for Alternative Travel Modes

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. With these measures the DAP conforms to Section 3.3 of the MCP.

Parking

The Applicant proposes to utilize the natural grade depression of Parcel 5 along Tasman Drive by constructing a two-level parking structure that would extend continuously beneath Block 5A, Centennial Boulevard, Block 5B, Block 5C and Avenue C below the Tasman Drive street level to provide a total of 1,913 parking spaces.

The proposed 1,913 parking spaces to serve the building development in Phase 1 represents a reduction of approximately 15 percent from the 2,241 parking spaces derived from original MCP parking ratios. The 2016 MCP parking ratios are compared with the proposed Phase 1 DAP ratios in tables under Section 1.1(a).iii (Page 5) of the DAP 1 application. As shown in these tables, the proposed reduction corresponds to a proposed reduction in hotel and residential parking rates, while office is unchanged and retail uses remain consistent overall with an increase to the food and beverage use parking ratio offsetting a reduction to the general retail parking ratio. Parking ratios are proposed to be reduced for both residential and hotel uses by 0.5 spaces per unit or room. For clarity, the hotel ratio is decreasing from 1 space per key to 0.5 spaces per key and residential from 1.5 spaces per unit to 1.0 spaces per unit. As discussed below, this reduction is consistent with current parking practices and the overall MCP parking policies. The MCP defines parking ratios for each permitted land use within the Project based on parking rates prevalent in 2016, when the MCP was approved.

As explained in MCP Section 3.2, the parking ratios were informed by the City Code standard parking requirements, with adjustments to account for the projected demand likely to be generated by a large -scale mixed-use development, and it was anticipated that ongoing changes in market-based travel patterns could result in further adjustments to the parking needed within the Project. The MCP anticipates further changes to parking demand, in that MCP Section 3.2 provides that the City

Council may also approve a 25 percent parking reduction for DAP submittals beyond the first phase. Implementation of Phase 1 has been slightly delayed and, during this time period, hotel and residential parking ratios have dropped significantly, particularly with increased use of rideshare services. As rideshare companies such as Uber and Lyft have risen in prominence, the demand for parking at hotels in urban settings has fallen dramatically. As cited in the Phase 1 DAP, hotels in San Jose, Menlo Park, and near San Francisco Airport have a parking demand ratio that ranges from 0.13 spaces/room to 0.43 spaces/room, below the ratio of 0.5 spaces/room proposed in the DAP.

The residential uses proposed in the Phase 1 DAP are serviced apartments adjacent to the hotel with shared facilities. The target demographic and likely resident base of serviced apartments is different from a traditional residential apartment, and residents are less likely to own private vehicles and use rideshare and therefore require less dedicated parking than in traditional development projects. Moreover, the proposed residential uses are clustered within the easternmost portion of Phase 1 that is closest to the Transit Center, increasing the likelihood that residents will be able to rely on public transportation and further reducing the demand for dedicated residential parking spaces.

The proposed parking reductions are consistent with the Mobility Concept for the project as defined in the MCP. The MCP is intended to implement key General Plan sustainability policies, including 5.3.4-P13 (“encourage pedestrian linkages in mixed-use areas” through specific design features, which will help connect hotel and residential uses to transit and other project components without the use of a private car) and 5.8.4-P2 (“provide a system of pedestrian and bicycle-friendly facilities that supports the use of alternative travel modes,” reducing the demand for on-site parking).

By emphasizing connections between the diverse uses in Phase 1 of the Project and transit and rideshare companies, the Phase 1 DAP reduces the demand for parking, which in turn contributes to trip reductions in the area to alleviate contributions to congestion on surrounding highways and major arterials, consistent with MCP Section 3.3. Consistent with the required Transportation Demand Management (TDM) plan mitigation measure, the Phase 1 DAP development would incorporate loading areas for ride share companies to serve the hotel and residential uses, in addition to other uses within the Project. The combination of the shared parking potential and the suppressed demand for hotel parking resulting from ride share services support reductions in the Phase 1 DAP parking ratios below the default MCP ratios identified to represent parking demand for the Project’s uses in 2016.

In the “Parking Strategy” discussion of MCP Section 3.3, the need for managed parking is recognized. Section 3.3 of the MCP permits parking requirement reductions for portions of the project, such as the Phase 1 DAP, where shared parking is feasible and likely to serve nearby office, retail, and residential uses. Each component of the Project is required to provide parking sufficient to meet the parking demand, but in recognition of the goal to not provide more parking than is required to avoid inducing automobile travel, the MCP provides that “reduced standards based on shared parking arrangements, TDM measures, and other applicable parking strategies shall be implemented where appropriate.” The MCP calls for, and the Phase 1 DAP implements, a “park once strategy” where site users can leave private automobiles in a single location while accessing multiple on-site destinations, which promotes shared parking between uses and reduced overall parking demand.

The MCP further provides that when parking facilities are designed to serve multiple uses within a component of the development, the resulting reduced parking demand may be accommodated “with a commensurate decrease in parking requirements.” The MCP finds that this parking reduction is

most appropriate for Project components that feature office, retail, and residential uses within walking distance of each other. The Phase 1 DAP implements this policy by providing consolidated, underground parking facilities that can serve each of the Project's on-site uses and that connect the proposed office, retail and residential spaces with convenient and comfortable pedestrian connections.

Because the proposed Phase 1 DAP 15 percent reduction is significantly lower than the 25 percent parking reduction contemplated for future phases, and the proposed reduction is otherwise consistent with the MCP's parking supply policies, the reduction in parking spaces is consistent with the MCP's intent and its specific requirements.

Housing

The Development Agreement specifies that 10 percent of the residential units shall be designated as affordable. As the DAP 1 proposes up to 200 residential units as residential serviced apartments on Block 5C, which are proposed to be serviced by the hotel on Block 5B, the Applicant has elected to defer the dedicated provision of ten percent of these units (20 units) as affordable housing units to Phase 2 in accordance with Section 4.5.2 of the approved Development Agreement (Attachment #3, Page 18). The Applicant has indicated these residential serviced apartments are intended to be occupied by residents for more than 30 days and thus would not be considered as Transient Occupancy per the City Code definition. A condition on this tenancy requirement has been added to the proposed conditions of approval (Attachment #14).

Parks/Open Space

The DAP submittal proposes approximately 2.22 acres of shared open space as shown on the DAP application (Attachment #15, Exhibit 1.3.5, Page 18). The Phase 1 DAP application does not include any public open space within Blocks 5A, 5B and 5C for Parcel 5. The inclusion of residential development within the DAP 1 area would result in a requirement for public parks, but the provision of such parks may be deferred to a later phase per Section 4.3.5 of the Project DA. The applicant is accordingly electing to defer to Phase 2 the resulting requirement for a minimum provision of 1.21 acres of shared open space to serve the residences in Phase 1. The overall Project is anticipated to provide an approximate combined total of up to 38 acres of parkland space per Table 3-2 and Section 3.4 of the MCP.

Architectural Submittal

Under the City's review process as set forth in Appendix C of the MCP, the Developer has elected to defer the submittal of architectural materials, building architectural designs, and building site designs, including building setbacks and building coverage details for each of Blocks 5A, 5B and 5C to a later submittal for review by the Community Development Director.

Sign Program

The applicant has submitted with the DAP 1 application a proposed comprehensive sign program for Parcels 4 and 5, which is under review by staff and will be brought forward for consideration during the DAP 2 process.

Pedestrian Circulation/Amenities

Under the Design Guidelines provided in MCP Sections 4.16, 4.17 and 4.18 for each of the blocks, sidewalks are required along each public (City owned and maintained) street. The cross section streetscape and infrastructure Exhibits 1.3.4(d) (Attachment #15) illustrate the applicant's plan to

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provide sidewalks lined with street trees for each of the public streets within Phase 1, including Centennial Boulevard, the relocated Stars and Stripe Drive, Avenue A and Avenue C.

In addition to providing street trees as shown in Exhibits 1.3.4 (d)(Attachment #15), generous pedestrian amenities and provisions for outdoor dining are suggested by the Guidelines for Tasman Drive, Centennial Boulevard and Stars and Stripes Drive. While such amenities are not depicted with this first submittal of the DAP application to the City's Planning Commission and City Council, they are anticipated to be a part of the Architectural Materials Application to follow per the election of the Applicant.

Infrastructure

The terms of the Mitigation Monitoring Report Program, Development Agreement, & Disposition and Development Agreement. require that specific infrastructure improvements be included in the Phase 1 DAP. The Developer has commenced construction of a new Fire Station and slip ramp. In addition, ancillary infrastructure improvements associated with the Transit Center, slip ramp, and Fire Station have progressed as required for the DAP approval. Additional infrastructure improvements are required as part of the Architectural Materials review process.

Consistency with the MCP Criterion and findings

Under the adopted Approval Procedures in Appendix C of the MCP (Section 2.7.2.4, Page 248), the scope of the Planning Commission's Review at the public hearing is limited to forwarding a Recommendation to the City Council on the following three required findings in Section 2.7.2.6 of the MCP (Page 249) - specifically, to approve the DAP, the City must find that:

1. The DAP Application conforms to and is consistent with the applicable Development Requirements of the Phase or Partial Phase and the MCP;
   - Per staff's analysis, this finding can be made as all aspects of the DAP 1 submittal are in conformance to the Phase 1 DAP, Parcel 5 requirements of the MCP.
2. The Infrastructure that Developer proposes to construct in connection with the applicable Phase or Partial Phase that is the subject of the DAP application is sufficient to serve the proposed development on the subject property;
   - Per Staff's analysis, this finding can be made as all infrastructure contemplated with this DAP submittal is reasonably foreseeable to be able to be implemented as architectural and infrastructure plans are further developed. The conditions of approval note the infrastructure requirements necessary to be submitted with the DAP 1 Architectural Materials submittal.
3. The proposed shared outdoor space provided for the applicable Phase or Partial Phase in accordance with the MCP is reasonable and appropriate to the proposed level of development.
   - Per Staff's analysis, this finding can be made as the 2.22 acres of shared open space within the DAP 1 is in conformance the MCP.

Conclusion

Additional reference material is attached including the Developer Phase Option Notice (Attachment #2). As submitted, staff recommends that the Commission forward a recommendation to City Council that the requested DAP conforms to and is consistent with the applicable Development Requirements of the MCP, that the Infrastructure that Developer proposes to construct for the DAP is sufficient to serve the proposed development on the subject property, and that the proposed shared outdoor space to be provided for the DAP is appropriate as consistent to the proposed level of development

in accordance with the MCP.

ENVIRONMENTAL REVIEW

On June 28, 2016, the City Council certified the Environmental Impact Report (EIR), adopted a Statement of Overriding Considerations (SOC) and adopted a Mitigation Monitoring or Reporting Program (MMRP) for the project. Although the EIR and MMRP identified mitigation measures to reduce most project impacts to less-than-significant levels, the SOC was required given the EIR's conclusion that the proposed project would have significant unavoidable impacts in the areas of land use, transportation, air quality, greenhouse gas emissions, noise, and biology; and cumulative significant unavoidable utilities impacts.

An Addendum to the Final Environmental Impact Report for the Related Santa Clara / City Place Project was prepared by consultant Environmental Science Associates to document analysis specific to this DAP 1 application and is attached to this report. The Addendum found that implementation of DAP 1 would not result in substantial changes or introduce new information not already analyzed in the City Place EIR, primarily because the level of development now proposed for the site is within the broader development assumptions analyzed in the EIR, and would not cause new significant environmental impacts not previously identified in the EIR, or result in a substantial increase in the severity of previously identified significant unavoidable impacts. The Addendum concludes that the potential environmental impacts associated with DAP 1 have already been adequately analyzed in the Project EIR that was previously certified by the City on June 28, 2016, and no further review or analysis under CEQA is required.

FISCAL IMPACT

There is no fiscal impact to the City for processing the requested application other than administrative staff time and expense, which is included in the FY2019/20 Adopted Budget.

As was previously considered by the City Council in the decisions to offer development of the project site and subsequent approval of the initial land use entitlements, it was noted there will be social and economic benefits that will accrue to the City and region in terms of new retail and entertainment opportunities not readily found in the South Bay area, as well as creation of jobs, property tax and sales tax revenues, and land lease revenues. Development of the Project will provide substantial land lease revenues to the City. Development fees and other exactions paid for and provided by the Project (including up to $17.4 million for implementation of a multimodal improvement plan and a voluntary contribution to VTA of approximately $16 million) will also benefit the City.

COORDINATION

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

PUBLIC CONTACT

The developer held a Community Open House Event from 5:30 to 7:00 pm on January 15, 2020 at the Santa Clara Convention Center to provide an update to nearby residents and businesses about the current plans and schedule, and provided the attached summary (Attachment #11). Related distributed 1,000-foot notice to residents, businesses and property owners. Announcement of the January 15 Open House and of the January 29, 2020 Planning Commission Study Session were posted on the City's website under the development project page and on the City's event calendar.

Notices were also included on the City's social media accounts including Nextdoor, Facebook and Twitter. The Open House event was attended by the Applicant's project team, City staff and approximately 24 members of the public. A summary of the open house event provided by the Applicant's consultant is attached.

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 this Application was published in the Weekly newspaper on February 5, 2020. Notice of this meeting was posted on the City's website under the development project page. Notices of this meeting were also posted on the City's social media accounts including Nextdoor, Facebook, and Twitter.

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

Adopt resolutions for the Related Santa Clara (City Place) Phase 1 Development Ara Plan, application located at 5155 Stars and Stripes Drive recommending that the City Council:
1. Adopt the EIR Addendum for Phase 1 DAP,
2. Approve the Phase 1 DAP subject to conditions; or
3. Deny the Phase 1 DAP Application

RECOMMENDATION

Alternatives 1 and 2:
That the Planning Commission adopt resolutions for the Related Santa Clara (City Place) Phase I Development Area Plan application located at 5155 Stars and Stripes Drive recommending that the City Council:
1. Adopt the EIR Addendum for Phase 1 DAP
2. Approve the Phase 1 DAP Application, subject to conditions

Reviewed by: Andrew Crabtree, Director of Community Development
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Key Map Plan
2. Developer Phase Option Notice for DAP 1
3. Development Agreement - Ord. No. 1956, July 12, 2016
4. Web Link Slip Sheet - 5155 Stars and Stripes Drive City Place FEIR and MMRP
5. EIR Addendum for Phase 1 DAP
6. PC Resolution Recommending Adoption of EIR Addendum for Phase 1 DAP
7. Resolution No. 16-8338 Approving General Plan Amendments - June 28, 2016

8. Excerpt of Resolution 16-8339 Approving PD-MC Zoning including Conditions of Approval - June 28, 2016
9. Web Link Slip Sheet - Master Community Plan Volume I
10. Web Link Slip Sheet - 5155 Stars and Stripes Drive DDA
11. Applicant-provided summary of January 15, 2020 Community Open House Event
12. Pre-Phase 1 and Phase 1 Infrastructure Construction Table
13. PC Resolution Recommending Approval of Phase 1 DAP
14. Conditions of Phase 1 DAP Approval
15. Phase 1 DAP Document Plans

Attachment 1

Related Santa Clara
Key Map Plan - DAP 1, Parcel 5

RELATED

November 4, 2019

City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Attn: Deanna J. Santana; City Manager

Re: ***Request For Approval under DDA Section 4.4 (Response Required within 30 days from Receipt)***

Phase Option Notice for Phase 1, under that certain Disposition and Development Agreement, dated as of August 12, 2016, by and between Related Santa Clara, LLC ("**Developer**") and the City of Santa Clara ("**City**") (the "**DDA**"), in connection with the City Place Santa Clara project (the "**Project**")

Dear Ms. Santana:

This letter constitutes the Phase Option Notice for Phase 1 of the City Place Santa Clara Project, as provided under Section 4 (and all other applicable provisions) of the above-referenced DDA.[1] Capitalized terms used in this letter but not defined herein shall have the meanings given to such terms in the DDA.

By this letter, Developer hereby exercises its Phase Option for Phase 1 of the Project. As required under Section 4.1.1 of the DDA, the Phasing Information required under Section 4.1.1 is provided as follows:

(a) ***The proposed geographic boundaries of the Phase, consistent with the Phasing Criteria outlined in Section 4.1.2, below, including, at a conceptual plan level, the proposed public street and open space network and any other community facility parcels on which public improvements will be constructed but ownership will remain in the City;***

Exhibit 1 attached to this letter shows the proposed geographic boundaries of Phase 1. The diagram shows (i) the boundaries of the area that would be Taken Down under the Phase 1 Ground Lease; (ii) the overall boundaries of Phase 1, including public improvements that would be constructed as part of Phase 1 on City-owned property located outside of the Phase 1 Ground Lease boundary; (iii) the public street network associated with Phase 1; and (iv) the location of the Station Area that will be retained by the City and constructed in advance of Phase 1.

For reference, Exhibit 1A shows a comparison between the boundaries of the Tasman Parcel identified as Phase 1 in the DDA and the revised boundaries proposed in this Phase Option Notice. Note that the initial Take Down of Phase 1 includes portions of future Stars and Stripes; however, that area will be released from the Ground Lease upon completion by Developer and acceptance by the City. Upon the release of Stars and Stripes from the Ground Lease, the developable area of Phase 1 will be 492,000 s.f., exactly the same amount of square footage approved under the DDA.

(b) ***A revised conceptual Phasing Plan that shows the boundaries and anticipated order of development of all remaining Phases of development in the context of the proposed Phase boundaries;***

[1] The current Schedule of Performance provides that the Outside Date for the submittal of the Phase 1 Phase Option Notice is December 31, 2018. However, as documented in the City's letter from Anna Shimko, dated October 18, 2018, the City has agreed that an event of Force Majeure is currently in effect, commencing on July 27, 2018, and is continuing in effect until the date as of which the O&M Agreement has been executed by both Parties. Because the O&M Agreement has not yet been executed, this Phase Option Notice complies with the Schedule of Performance. Developer also notes that Developer's time for performance for future obligations under the DDA, including Take Down of Phase 1, are susceptible to extension for Excusable Delay to the extent that the City is not in a position to deliver Phase 1 free of all tenants, leases, and occupants.

A revised conceptual Phasing Plan is attached to this letter as Exhibit 2. The revised Phasing Plan shows the new Phasing Plan that includes the changes to the boundaries of Phase 1 and Phase 2, and is intended to replace Exhibit E attached to the DDA for purposes of future Phase approvals. DDA Exhibit E is attached to Exhibit 2 for reference. Also included within Exhibit 2 is a diagram that that shows a comparison between the Phasing Plan approved as part of the DDA and the revised Phasing Plan boundaries.

(c) **A revised Allowed Square Footage Table (if required pursuant to Section 4.2.3 hereof).**

This requirement is inapplicable to Phase 1.

(d) ***A textual description of the conceptual scope of development for the Phase, which shall include: (i) the anticipated types and amounts of uses; (ii) maximum anticipated development density; and (iii) the amount and timing of Infrastructure anticipated to be constructed as part of the Phase; and (iv) a general overview of the parking and loading facilities anticipated to be provided as part of the Phase.***

Phase 1 will include a total of 1,047,000 GSF, which is 20% greater than the 873,000 GSF defined in the Master Community Plan (MCP), but which is permissible under the transfer provisions defined in Section 3.2 of the MCP. Uses in Phase 1, which are all permissible under the MCP, will include 440,000 GSF of office; a 480 key hotel consisting of 381,000 SF; 200 serviced apartments comprising 175,000 SF and 51,000 SF of retail and food & beverage.

Phase 1 proposes a northward shifting of Stars and Stripes Drive which increases the development area from approximately 11.3 acres to 14.3 acres. The planned development will result in an FAR of 1.68, which is less than the 2.52 included in Table 3-2 of the MCP.

Concurrently with the submittal of this Phase Option Notice, we are pleased to submit our Phase 1 DAP application. The Phase 1 DAP application provides detailed information as to the proposed Phase 1 development including the associated Infrastructure and an overview of proposed parking and loading facilities.

(e) ***An updated Best Efforts Report in accordance with Section 5.3.7(a) below).***

See Exhibit 3 for the updated Best Efforts Report. Note that in connection with the Phase 1 DAP approval, Developer intends to seek City approval of an Alternate Leasing Plan with respect to Major Department Stores for the Project.

Very truly yours,

RELATED SANTA CLARA, LLC,
a Delaware limited liability company

By: _____
Name: Stephen F. Eimer
Title: Executive Vice President & Co-Managing Partner

cc: Brian Doyle, Esq., City Attorney
Ruth Shikada, Assistant City Manager
Anna Shimko, Esq.

Exhibit 1

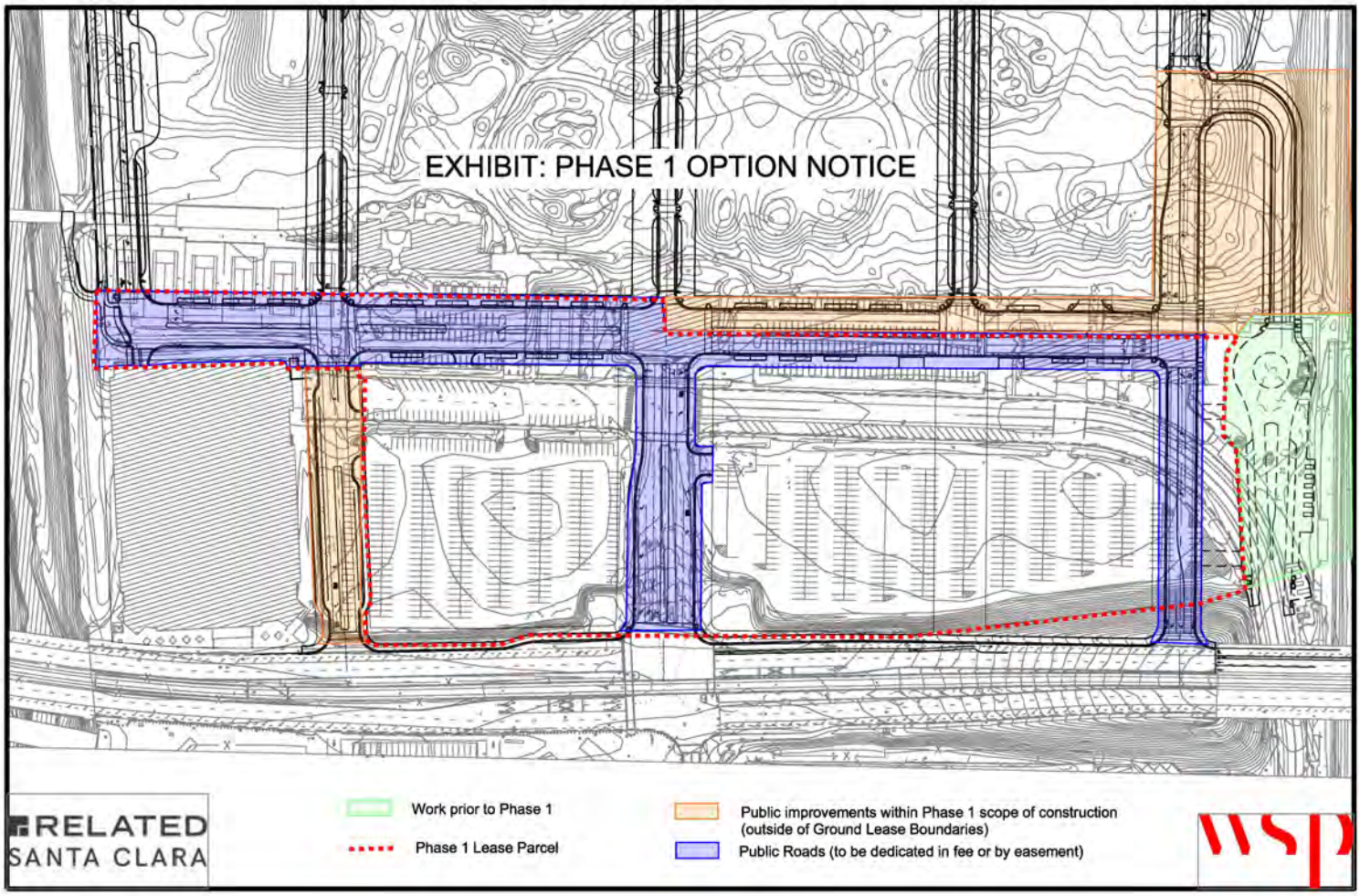


EXHIBIT: PHASE 1 OPTION NOTICE
RELATED
SANTA CLARA
Work prior to Phase 1
Phase 1 Lease Parcel
Public improvements within Phase 1 scope of construction (outside of Ground Lease Boundaries)
Public Roads (to be dedicated in fee or by easement)
wsp

Exhibit 1A

Tasman Block Parcel existing limits: 492,000 sq ft

Phase 1 Lease Parcel: 620,000 sq ft (492,000 sq ft upon removal of Future Stars and Stripes)

Future Stars and Stripes (removed from Phase 1 Lease upon City acceptance): 128,000 sq ft

Centennial ROW: 40,000 sq ft (airspace parcel fee or easement dedication)

Ave C ROW: 22,000 sq ft (airspace parcel fee or easement dedication)

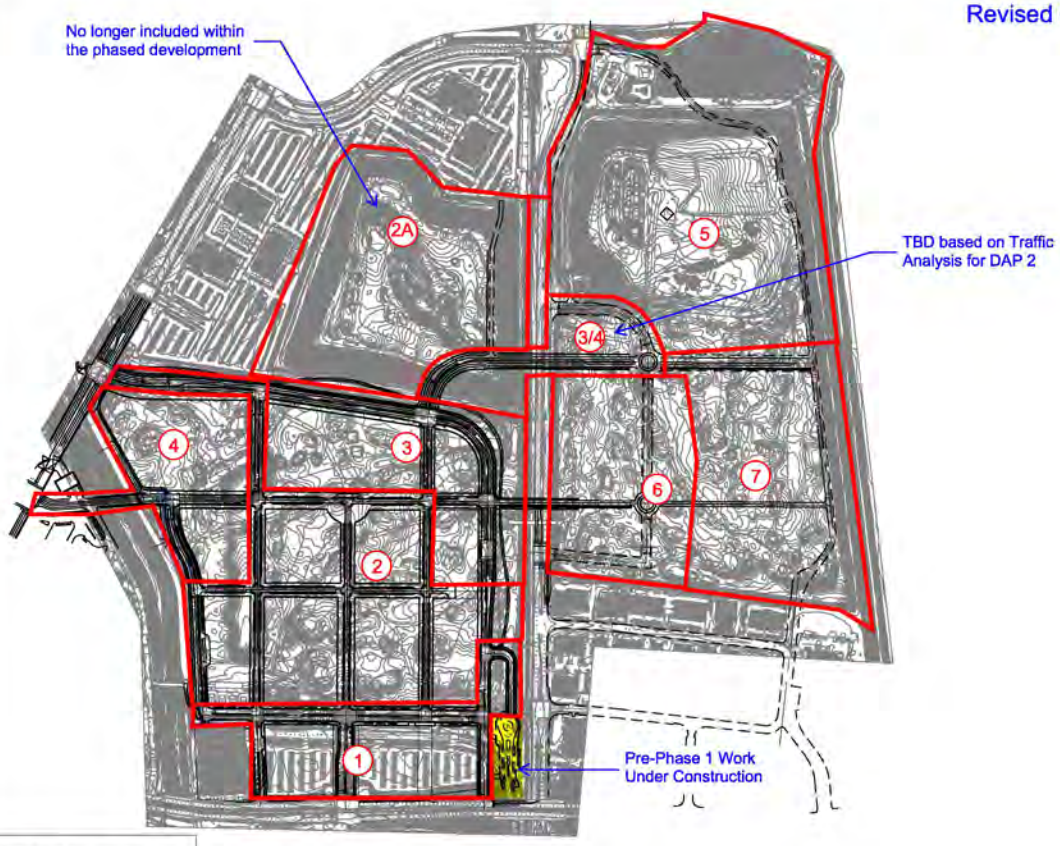
Stars and Stripes ROW: 128,000 sq ft

RELATED SANTA CLARA

wsp

Exhibit 2

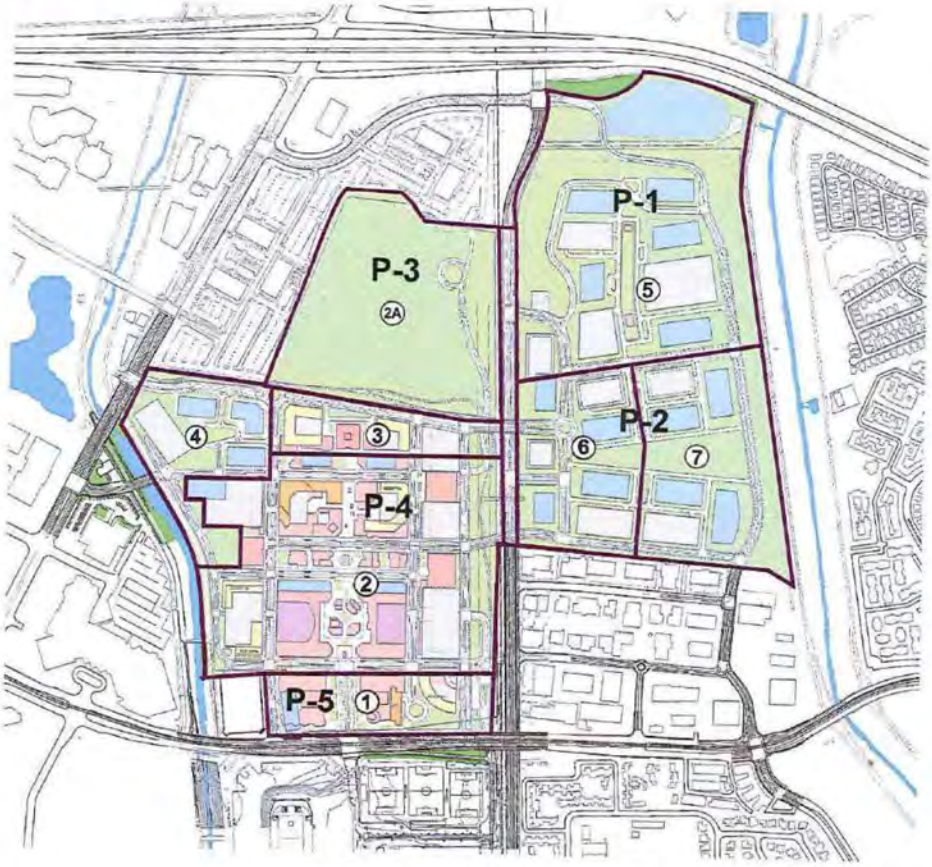
Revised City Center Phasing Summary



RELATED SANTA CLARA

wsp

PROGRAM & PHASING SUMMARY



SANTA CLARA JUNE 02, 2016

RELATED RTKL ELKUS MANFREDI ARCHITECTS

PHASING PLAN - DDA EXHIBIT E

Revised City Center Phasing Summary

MCP Comparison

RELATED SANTA CLARA

Phasing as shown in the DDA

Proposed Phasing

wsp

Exhibit 3

RELATED
SANTA CLARA

Retail Best Efforts Report #4
November 1, 2019

The purpose of this report is to describe the retail marketing efforts undertaken by Related, in accordance with Section 5.3.7 of the DDA, to identify tenants for "Additional Buildings, Additional Retail Buildings, or Major Department Stores" within Phase 1, Phase 2 and Phase 3 of the Project (all capitalized terms hereunder refer to definitions provided in the DDA).

Related continues to be very active in discussions with many retail tenants about the Project. The recent opening of Related's Hudson Yards project in New York has over 100 retailers totaling over 700,000 square feet, many of which are applicable to our retail vision for the Santa Clara Project. In addition, Related is under construction on The Grand in downtown Los Angeles designed by Frank Gehry, which will include 200,000 square feet of retail in addition to 436 apartments, and Related is in the process of renovating and re-leasing the retail portion of the 650,000 square foot mixed-use project at Rosemary Square in West Palm Beach, FL. The scale and quality of these projects gives Related the unique advantage of high level access to the strongest retailers in the market - regional, national and global credit worthy retail tenants that are actively looking to expand their store counts.

Related has continued to promote the Project to the fullest extent possible, including the following efforts:

1. Continued investment and expansion of the Related Santa Clara marketing suite in the Techmart Building adjacent to the site – state of the art digital marketing and presentation materials used for tenant presentations, including a custom scale model of the entire project site fabricated by Foster & Partners.

2. Ongoing presentations and discussions with key tenants, users and food and beverage operators including Uniqlo, H&M, Sephora, Williams Sonoma, Restoration Hardware, Carvana, Mercedes Benz, Milo's Restaurant, Porter House Restaurant, Jose Andres and Thomas Keller to name a few.

3. Distributed Request for Proposal (RFP) to multiple cinema/theater operators for built-to-suit anchor building within CityCenter, including Alamo Theaters, Cinemark and others.

4. Active discussions with live theatre and live music producers and operators for a dedicated entertainment special purpose entertainment building.

5. Continue to highlight the Project at ICSC (International Council of Shopping Centers) New York and Las Vegas exhibitions and tradeshows.

6. Upgrades and updates to the project website - www.relatedsantaclara.com and promotion of the project on Related's corporate materials and website (www.related.com).

DOCUMENT: 23456797

Pages: 127

Fees.... 5.00
Taxes...
Copies..
AMT PAID 5.00

REGINA ALCOMENDRAS
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City

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10/07/2016
3:41 PM

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City Clerk's Office
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Santa Clara, CA 95050

Recorder's Stamp

DEVELOPMENT AGREEMENT

(CITY PLACE SANTA CLARA)

by and between

THE CITY OF SANTA CLARA,
a public body, corporate and politic, of the State of California

and

RELATED SANTA CLARA, LLC,
a Delaware Limited Liability Company

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DEVELOPMENT AGREEMENT
(CITY PLACE SANTA CLARA)

BETWEEN THE CITY OF SANTA CLARA

AND

RELATED SANTA CLARA, LLC

THIS DEVELOPMENT AGREEMENT (as amended from time to time, this "**Agreement**") dated for reference purposes only as of August 12, 2016 (the "**Reference Date**"), is by and between the **CITY OF SANTA CLARA**, a chartered municipal corporation (the "**City**"), and **RELATED SANTA CLARA, LLC**, a Delaware limited liability company and its permitted successors and assigns (the "**Developer**") pursuant to the authority of Sections 65864 *et seq.* of the California Government Code and Chapter 17.10 of the Santa Clara City Code. City and Developer are also sometimes referred to individually as a "**Party**" and together as the "**Parties**."

RECITALS

This Agreement is made with reference to the following facts, intentions and understandings of the Parties:

A. Purpose. In order to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Section 65864 *et. seq.* (the "**Development Agreement Statute**"), which authorizes the City to enter into a development agreement with any person having legal or equitable interest in real property regarding the development of such property. Pursuant to Government Code Section 65865, the City has adopted Chapter 17.10 of the Code establishing procedures and requirements for entering into a development agreement with a private developer pursuant to the Development Agreement Statute. This Agreement has been drafted and processed pursuant to the Development Agreement Statute and Chapter 17.10 of the Code.

B. Property Subject to this Agreement. The property that is the subject of this Agreement consists of:

i. the real property generally located in the North of Bayshore Area in Santa Clara, California consisting of approximately two hundred thirty acres located between Great America Parkway and Lafayette Street (APNs 097-01-073 and -039, 104-03-037, and 104-01-102) (the "**City Landfill Parcels**"). The City Landfill Parcels will later be subdivided into two sets of vertical parcels pursuant to the DDA: (1) the "**Landfill Parcel**" which, in general, constitutes City's fee interest in the Landfill; and (2) multiple parcels comprising the "**Airspace Parcels,**" which constitute City's fee interest in the airspace parcels above the Landfill Parcel; and

ii. the real property generally located immediately south of the City Landfill Parcels and north of Tasman Drive on the east and west sides of Centennial Boulevard (APNs 104-03-038 and -039) and a portion of another parcel (104-03-036) located immediately northward of those other parcels, consisting of approximately 9.48 acres (the "**Tasman Parcels**"). The City Landfill Parcels and the Tasman Parcels are collectively referred to herein as the "**Project Site,**" which is more particularly described on **Exhibit A** (Legal Description) as shown on **Exhibit B**, both of which are incorporated herein by this reference.

C. Developer's Interest in the Property. Developer is a party to that certain Disposition and Development Agreement between the City and Developer, dated as of August 12, 2016 approved by the City Council on June 28, 2016 by Resolution No. 16-8340 (the "**DDA**"). Under the DDA, Developer has an equitable interest in the Property with obligations and rights to enter into phased Ground Leases for portions of the Airspace Parcels and the Tasman Parcels for development of the Project described in Recital D below.

D. The Project. The "**Project**" is more particularly described in the DDA. Without limitation, the Project includes the creation of a new mixed-use development on the Project Site that is anchored by a "city center." The Project furthers the City's goals for economic and housing development and provides public benefits to the City such as extensive infrastructure improvements, transportation improvements, increased public access and open space, and recreational and entertainment opportunities, while creating jobs and a vibrant, sustainable community. Among the many public benefits provided, the Project will allow the City to develop a new more than 30-acre community park, and a new network of pedestrian and bicycle trails to connect local residents and visitors to multiple kinds of recreation and area-wide activity. Without limitation, the Project includes the following components:

(i) a total of approximately 9,16,000 square feet in a mixed use project with retail/restaurant/entertainment (up to 1,526,000 square feet); hotel (up to 700 hotel rooms); residential (up to 1,680 units); and office (up to 5,724,400 square feet), to be constructed in up to eight phases (including the Phases numbered 1 through 7 and Phase 2A) across seven parcels as more particularly described in the DDA;

(ii) both (a) a minimum of 600,000 square feet of office, Retail, hotel and/or residential improvements that includes (x) a 300-room (or larger) hotel and (y) 50,000 square feet of Retail uses in Phase 1, and (b) a minimum of 200 residential units in Phases 1 or 2;

(iii) a minimum of 700,000 square feet of Buildings in Phase 2 that includes 500,000 square feet of Retail and 200,000 square feet of office and/or a 300-room hotel;

(iv) a minimum of 50,000 square feet of Retail uses in Phase 1 and 750,000 square feet of Retail uses in Phases 2 and 3 combined; and

(v) an investment in infrastructure that will permit mixed-use development of the existing landfill, including site remediation, geotechnical and

site stabilization, construction of new streets, landscaping, creation of parks, open space and recreation facilities and construction of new wet and dry utilities.

E. Environmental Review. The City has analyzed potential environmental impacts of the Project and identified mitigation measures in the Environmental Impact Report for the City Place Project EIR (the "**Project EIR**") and Mitigation Monitoring and Reporting Program attached as Exhibit C to the DDA (the "**Project MMRP**"), in accordance with the requirements of CEQA. On June 28, 2016, the City Council certified the Project EIR and adopted the Project MMRP and CEQA findings in accordance with the requirements of CEQA (City Council Resolution No. 16-8337). City has determined that the development and use of the Project Site under this Agreement are included within the scope of the Project EIR in that the potential environmental impacts of the development and use of the Project Site under the DDA and the Master Community Plan are addressed in the Project EIR.

F. Project Approvals. Following certification of the Project EIR, the City took the following actions (all of the following, collectively, the "**Project Approvals**"):

i. Amendments to the Santa Clara General Plan to create a new "Urban Center Entertainment district" General Plan classification for the Property, amend Figure 2.3-1 ("Areas of Potential Development") and related minor text amendments, and amend its Climate Action Plan (City Council Resolution No. 16-8338)

ii. adopted Resolution No. 16-8339, rezoning the Project Site to PD-MC, adopting the Master Community Plan for the Project (the "**Master Community Plan**"), which includes the Infrastructure Master Plan (the "**IMP**");

iii. adopted Resolution No. 16-8340, approving the DDA;

iv. adopted Ordinance No. 1957, establishing procedures for compliance with California Government Code Section 37380 for leasing property for a cumulative term in excess of fifty-five (55) years in connection with the Project;

iv. adopted Overriding Findings Regarding Santa Clara County Airport Land Use Commission's Determination of Inconsistency for the Project (City Council Resolution No. 16-8341); and

v. adopted Ordinance No. 1956 approving this Agreement and authorizing the City Manager to execute this Agreement on behalf of the City (the "**Enacting Ordinance**"). The Enacting Ordinance took effect on August 11, 2016.

G. Intent of the Parties. Each of the Parties acknowledges that development and construction of the Project is a large-scale undertaking involving major investments by Developer and City. Certainty that the Project can be developed and used in accordance with the Project Approvals will benefit Developer and City, and provide to each of the parties a permanent plan for development of the Project Site. In light of the numerous public benefits provided by the Project, City has determined that the Project is a development for which a Development Agreement is appropriate. A Development Agreement will eliminate uncertainty

in the City's land use planning for the Project Site and secure orderly development of the Project consistent with the DDA and other Development Requirements.

H. Compliance with All Legal Requirements. It is the intent of the Parties that all acts referred to in this Agreement shall be accomplished in such a way as to fully comply with CEQA, the Development Agreement Statute and Chapter 17.10 of the Code, Title 18 of the Code (the "**Zoning Code**"), the Enacting Ordinance (as defined above) and all other applicable laws and regulations.

J. Consistent with General Plan. City has given the required notice of its intention to adopt this Agreement and has conducted public hearings thereon pursuant to Government Code section 65867 and Code Sections 17.10.150 through 17.10.170. As required by Government Code section 65867.5 and Code Section 17.10.180, City has found that the provisions of this Agreement and its purposes are consistent with the goals, policies, standards and land use designations specified in the General Plan (as amended by the Project Approvals).

K. Determination of Public Benefits. The City has determined that as a result of the development of the Project Site in accordance with this Agreement, clear benefits to the public will accrue that could not be obtained through application of existing City ordinances, regulations, and policies. The public benefits are as provided in this Agreement and in the DDA, the applicable portions of which DDA referenced herein are incorporated herein by this reference.

I. AGREEMENT

1. GENERAL PROVISIONS

1.1. Incorporation of Preamble, Recitals and Exhibits. The preamble paragraph, Recitals and Exhibits, and all defined terms contained therein, are hereby incorporated into this Agreement as if set forth in full.

1.2. Definitions. In addition to the definitions set forth in the above preamble paragraph, Recitals and elsewhere in this Agreement, the following definitions shall apply to this Agreement. Capitalized terms not defined herein shall have the definition as set forth in the DDA.

1.2.1. **"80% Notice"** shall have the meaning set forth in Section 5.3.2.

1.2.2. "**AA&R**" means a written consent in the form of Exhibit P to the DDA with only such changes thereto as may be approved by Developer, the applicable Phase Developer and City in accordance with the DDA.

1.2.3. "**Administrative Fee**" shall mean a fee imposed City-Wide or Area-Wide in effect at the time and payable upon the submission of an application for any permit or approval or thereafter, which is intended to cover only the estimated actual costs to City of processing that application and inspecting work undertaken pursuant to that application, and is not a Development Fee or Exaction. The term "Administrative Fee" shall not any include City Costs.

1.2.4. **"Affordable Housing Agreement"** shall have the meaning set forth in Section 4.5.3.

1.2.5. **"Affordable Unit"** shall mean a residential unit that is affordable to households with income that does not exceed one hundred twenty percent (120%) of the Area Median Income for Santa Clara County, as adjusted and amended from time to time.

1.2.6. "**Airspace Parcels**" shall have the meaning set forth in Recital B.

1.2.7. "**Annual Review Date**" shall have the meaning set forth in Section 10.2 below.

1.2.8. "**Agreement**" shall have the meaning set forth in the Preamble.

1.2.9. "**Applicable Regulations**" shall mean: (1) the Project Approvals; (2) to the extent consistent with the Project Approvals and not otherwise superseded by the Development Requirements, the Existing City Regulations; (3) Future Changes to Regulations, as and to the extent permitted by the DDA and this Development Agreement, (4) the Development Fees and Exactions, and such new or changed Development Fees and Exactions, to the extent permitted under the DDA and this Development Agreement; (5) the Mitigation Measures; and (6) the Project Documents.

1.2.10. **"Area-Wide"** shall mean all privately-owned property within any designated geographic district of the City (for example, the "North Bayshore Area") that includes, but does not consist solely of, some or all of the Project Site.

1.2.11. "**Buildings**" shall have the meaning set forth in the DDA.

1.2.12. **"Budget Period"** shall have the meaning set forth in Section 5.3.1.

1.2.13. "**CEQA**" shall mean the California Environmental Quality Act, California Public Resources Code section 21000 et seq., and the Guidelines for the California Environmental Quality Act, California Code of Regulations, Title 14 section 15000 et seq., as amended from time to time.

1.2.14. "**City**" shall have the meaning set forth in the Preamble. Unless the context or text specifically provides otherwise, references to the City shall mean the City acting by and through the City Manager or, as necessary, the Planning Commission or the City Council.

1.2.15. **"City Center Phases"** shall have the meaning set forth in the DDA.

1.2.16. **"City Cost Accounting"** shall have the meaning set forth in Section 5.3.3

1.2.17. **"City Costs"** shall mean the actual and reasonable costs incurred by City employees directly, or by third parties hired by City, in performing City's obligations under this Agreement and the other Project Documents, as determined on a time and materials basis, excluding work and fees covered by Administrative Fees. The term "City Costs" shall mean all reasonable and actual costs related to the hiring of third party consultants, attorneys, and/or plan

checkers as needed to assist City in performing its obligations under this Agreement and the other Project Documents in order to ensure efficient Project development, including but not limited to the review and (if applicable) Approval of: (i) Premium Costs and Premium Costs Allocations in accordance with Section 16.1 of the DDA; (ii) financial data and plans submitted as required under the DDA; (iii) environmental review relative to a Subsequent Approval; (iv) compliance with and agreements for implementation of the DDA, Ground Leases, Project Documents, and Project MMRP; and (v) planning, design, building, and/or public works submittals related to the Project. The term "City Costs" shall also include all reasonable and actual costs related to the hiring and ongoing retention of the Priority Project Manager, whether such person is a third party or a City employee.

1.2.18. **"City Council"** or **"Council"** shall mean the City Council of the City of Santa Clara, or any successor governing body of City designated by or under law.

1.2.19. "**City Landfill Parcels**" shall have the meaning set forth in Recital B.

1.2.20. "**City Manager**" shall mean the City Manager of City, or any successor chief executive officer of City designated by or under law.

1.2.21. **"City Park"** shall mean that portion of Parcel 3 (as such parcel is designated on the Phasing Plan) that shall be returned to the City in accordance with Section 4.8 of the DDA, which shall be reserved for park, recreation and open space uses.

1.2.22. **"City Park Amenity and Design Standards"** shall have the meaning set forth in Section 4.3.1.

1.2.23. "**City Regulations**" includes (i) those City land use codes (including, without limitation, the Zoning Code and the City's General Plan), (ii) those ordinances, rules, regulations and official policies adopted thereunder, and (iii) all those ordinances, rules, regulations, official policies and plans governing zoning, subdivisions and subdivision design, land use, rate of development, density, building size, public improvements and dedications, construction standards, new construction and use, design standards, permit restrictions, terms and conditions of occupancy, or environmental guidelines or review, including those relating to hazardous substances, pertaining to the Project Site, as adopted and amended by the City from time to time.

1.2.24. "**City-Wide**" shall mean all privately-owned property within (1) the territorial limits of the City or (2) any designated use district or use classification of the City so long as (a) any such use district or use classification includes a substantial amount of affected private property other than affected private property within the Project Site, and (b) the use district or use classification includes all private property within the use district or use classification that receives the general or special benefits of, or causes the burdens that occasion the need for, the new City Regulation or Development Fees or Exactions.

1.2.25. "**Code**" shall mean the Santa Clara City Code.

1.2.26. "**DAP**" shall mean a Development Area Plan for a Phase or a Sub-Phase, the application for which shall be submitted pursuant to the DDA and the MCP.

1.2.27. **"DAP Procedures"** shall mean the CityPlace Santa Clara Development Area Plans and Architectural Review Submittal and Approval Procedures attached as Appendix C to the MCP, which are intended to supersede the provisions of Section 18.56.080 through Section 18.56.110 of the Code (or any successor ordinances) in its entirety.

1.2.28. "**DDA**" shall have the meaning set forth in Recital C, as it may be amended from time to time.

1.2.29. "**Developer**" shall have the meaning set forth in the Preamble.

1.2.30. "**Development Agreement Statute**" shall have the meaning set forth in Recital A.

1.2.31. **"Development Fee Vested Period"** shall have the meaning set forth in Section 3.3.1.

1.2.32. **"Development Fees"** shall mean monetary fees or assessments, other than taxes, special assessments, Administrative Fees, and/or City Costs, charged or imposed by the City in connection with any permit, approval, agreement or entitlement for Infrastructure or Vertical Improvements. The term "Development Fee" does not include the requirements of, or fees payable under, Building Codes in effect from time to time generally applicable on a City-Wide or Area-Wide basis to similar land uses, or utility connection fees in effect from time to time generally applicable on a City-Wide or Area-Wide basis to similar land uses. The term "Development Fee" shall refer to any or all of the Development Fees as the context may require.

1.2.33. "**Development Requirements**" shall mean the Project Approvals and the Project Documents, as they may be amended from time to time.

1.2.34. "**DPW**" shall mean the Department of Public Works of City, or any successor public agency designated by or under law.

1.2.35. The "**Dwelling Unit Tax**" is a tax imposed pursuant to Section 3.15.020 of the Code, the purpose of which is for the acquisition, improvement and expansion of public park, playground and/or recreational facilities in the vicinity of dwelling units.

1.2.36. "**Effective Date**" shall have the meaning set forth in Section 1.3.

1.2.37. "**Enacting Ordinance**" shall have the meaning set forth in Recital F.v..

1.2.38. **"Engineering Plan Check Fees"** shall have the meaning set forth in Section 5.1.

1.2.39. "**Event of Default**" is defined in Section 10.6.

1.2.40. **"Exactions"** shall mean any exaction, dedication, or reservation requirement (other than Administrative Fees or Development Fees), including in-kind contributions, imposed by the City in connection with any provision of land for construction of public facilities or Infrastructure and any requirement to provide or contribute to any public

amenity or services. For purposes hereof, Exactions include conditions of approval imposed in connection with the Project Documents, and mitigation measures imposed or adopted pursuant to CEQA in connection with the Project or any Subsequent Project Approvals. The term "Exaction" shall refer to any or all of the Exactions, as the context may require.

1.2.41. "**Existing City Regulations**" shall mean those City Regulations in effect as of the adoption of the Enacting Ordinance.

1.2.42. **"Existing Development Fees"** shall have the meaning set forth in Section 3.2.

1.2.43. "**Federal and State Law Exception**" shall have the meaning set forth in Section 2.3.3.

1.2.44. "**Future Changes to Regulations**" shall have the meaning ascribed to it in Section 2.2.1.

1.2.45. "**Ground Lease**" shall mean a ground lease in the form attached as Exhibit G-1 or Exhibit G-2 to the DDA, as applicable, with only such changes thereto as set forth in Section 6.1 of the DDA and as the applicable Phase Developer and City shall Approve.

1.2.46. "**Improvements**" shall mean all physical improvements required or permitted to be made to the Project Site under the Project Documents, including Infrastructure.

1.2.47. **"In-Lieu Fee"** shall have the meaning set forth in Section 4.5.2.

1.2.48. "**Infrastructure**" shall mean those items identified in the Infrastructure Master Plan including open space improvements (including park improvements and restrooms), streets, rails, sewer and storm drainage systems, water systems, street improvements (including freeway ramps or other demolition), landfill "podium" (also referred to as a "structural slab" in the IMP), traffic signal systems, dry utilities and other improvements any of which are to be constructed in or for the benefit of the applicable real property or any other matters described in the Infrastructure Master Plan. Infrastructure does not include Buildings.

1.2.49. "**Infrastructure Master Plan**" shall mean the Infrastructure Master Plan adopted by the City for the Project.

1.2.50. "**Landfill Parcels**" shall have the meaning set forth in Recital B.

1.2.51. "**Losses**" shall have the meaning set forth in Section 7.4 below.

1.2.52. "**Lot**" shall mean a parcel of land within the Project Site that is a legal lot shown on a Subdivision Map.

1.2.53. "**Master Community Plan**" shall have the meaning set forth in Recital F.ii..

1.2.54. "**Material Breach**" shall have the meaning set forth in the DDA.

1.2.55. **"MIP Funding Agreement"** shall have the meaning set forth in Section 4.6.

1.2.56. **"MIP Funding Source"** shall have the meaning set forth in Section 4.6.3.3.

1.2.57. **"MIP Improvement"** shall have the meaning set forth in Section 4.6.3.2.

1.2.58. "**Mitigation Measures**" shall mean the mitigation measures applicable to the Project as set forth in the Project MMRP.

1.2.59. "**Mortgagee**" shall have the meaning set forth in Section 12.2 below.

1.2.60. **"Multimodal Improvement Plan"** (or **"MIP"**) shall mean the multimodal improvement plan approved by the VTA for the Project, as contemplated in Mitigation Measure TRA-1.3.

1.2.61. "**Net Floor Area**" means the actual occupied residential floor area not including unoccupied accessory areas such as corridors, stairways, toilet rooms (outside of the residential unit), mechanical rooms and closets.

1.2.62. "**Party**" or "**Parties**" shall have the meaning set forth in the Preamble, and their respective successors under this Agreement.

1.2.63. "**Person**" shall mean any natural person or a corporation, partnership, trust, limited liability company, limited liability partnership or other entity.

1.2.64. "**Phase**" shall have the meaning set forth in the DDA.

1.2.65. **"Phase 1 Affordable Units"** shall have the meaning set forth in Section 4.5.1.

1.2.66. "**Phase 1 Parkland**" shall have the meaning set forth in Section 4.3.5.

1.2.67. "**Phase Developer**" shall have the meaning set forth in the DDA.

1.2.68. **"Phase Schedule of Performance"** shall mean the Phase Schedules of Performance entered into pursuant to the DDA.

1.2.69. "**Phasing Plan**" shall mean the Phasing Plan attached as Exhibit E to the DDA, as such Phasing Plan may be amended over time.

1.2.70. "**Planning Commission**" or "**Commission**" shall mean the Planning Commission of City, or any successor commission of City designated by or under law.

1.2.71. "**Planning Director**" shall mean the Director of Planning and Inspection of City, or any successor officer of City designated by or under law.

1.2.72. "**Priority Project Manager**" shall have the meaning set forth in Section 8.3.

1.2.73. "**Project**" shall have the meaning set forth in Recital D.

1.2.74. "**Project Approvals**" shall mean the project approvals described in Recital F.

1.2.75. "**Project Documents**" means collectively, this Agreement, the MCP, the IMP, the Master CC&Rs, the DDA, any effective Ground Leases, the Revised Closure Plan, the Post-Closure Land Use Plan, the Revised Post-Closure Maintenance Plan, the Post-Closure Permit, the Non-Water Corrective Action Plan, the Water Corrective Action Plan, the Waste Discharge Requirements, the Landfill Operation and Management Agreement (once executed), and any other Authorizations received for any portion of the Project and agreements entered into pursuant to this Agreement or the DDA, together with all exhibits thereto, and (4) other necessary transaction documents for the conveyance, management and redevelopment of the Property.

1.2.76. "**Project EIR**" shall have the meaning set forth in Recital E.

1.2.77. "**Project MMRP**" shall have the meaning set forth in Recital E.

1.2.78. "**Project Site**" shall have the meaning set forth in Recital B.

1.2.79. "**Public Health and Safety Exception**" shall have the meaning set forth in Section 2.3.3.

1.2.80. "**Public Park**" is defined in Section 4.3.1.

1.2.81. "**Reference Date**" shall have the meaning set forth in the Preamble.

1.2.82. "**Regional Traffic Fees**" shall have the meaning set forth in Section 3.5.

1.2.83. "**Schedule of Performance**" shall mean the Schedule of Performance attached as Exhibit F to the DDA, as such Schedule of Performance may be amended over time.

1.2.84. "**Semi-Annual Budget**" shall have the meaning set forth in Section 5.3.1.

1.2.85. "**Sub-Phase**" shall have the meaning set forth in the DDA.

1.2.86. "**Subdivision Map**" shall mean a subdivision or parcel map as defined in the Subdivision Map Act.

1.2.87. "**Subdivision Map Act**" shall mean the Subdivision Map Act, section 66410 *et seq.* of the California Government Code.

1.2.88. "**Subsequent Project Approvals**" shall mean any additional discretionary and ministerial project approvals within the purview of the City that are required to implement the Project after the initial Project Approvals, including, without limitation, the Landfill O&M

Agreement, Development Area Plans, site permits and building permits and all Subdivision Maps.

1.2.89. "**Tasman Parcels**" shall have the meaning set forth in Recital B.

1.2.90. "**Tentative Map**" shall have the meaning set forth in Section 6.7.1.

1.2.91. "**Term**" shall have the meaning set forth in Section 1.4.

1.2.92. "**Third-Party Challenge**" shall have the meaning set forth in Section 9.3.1.

1.2.93. **"Traffic Impact Fee Vested Period"** shall have the meaning set forth in Section 3.4.1.

1.2.94. **"Traffic Impact Fees"** shall have the meaning set forth in Section 3.4.1.

1.2.95. "**Transferee Default**" shall have the meaning set forth in Section 12.1.

1.2.96. "**Transferee**" shall mean a transferee pursuant to Article 22 of the DDA.

1.2.97. "**Vertical Improvement**" shall mean an Improvement to be developed under the DDA or any AA&R or Ground Lease that is not Infrastructure.

1.2.98. **"VTA"** shall mean the Santa Clara Valley Transportation Authority.

1.2.99. **"VTA Contribution"** shall have the meaning set forth in Section 3.6.

1.2.100. "**Zoning Code**" shall have the meaning set forth in Recital H.

1.3. **Effective Date**. Pursuant to Section 17.10.160 of the Code, this Agreement shall take effect upon its execution by all Parties following the effective date of the Enacting Ordinance (the "**Effective Date**").

1.4. **Term**. The term of this Agreement shall commence upon the Effective Date and shall continue in full force and effect thereafter until the date that is thirty (30) years from the Effective Date, provided that such ending date shall be extended by the number of days (if any) that the Outside Date for Commencement of Construction of Infrastructure for the last Phase in the Schedule of Performance is extended due to Force Majeure (the "**Term**"). Following expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect.

2. APPLICABLE LAW

2.1. **Applicable Regulations**. Except as expressly provided in this Section 2, during the Term, the Project Approvals and any and all Subsequent Project Approvals shall be processed, considered, reviewed and acted upon in accordance with (i) the Applicable Regulations and any permitted Future Changes to Regulations, (ii) applicable laws, including CEQA, and (iii) this Agreement.

2.2. Future Changes to Regulations.

2.2.1. Changes that Conflict with this Agreement or the Development Requirements. Future changes to Applicable Regulations, City Regulations and any other ordinances, laws, rules, regulations, plans or policies adopted by the City or adopted by voter initiative after the Effective Date ("**Future Changes to Regulations**") shall not apply to the Project and the Project Site to the extent that they would conflict with this Agreement or the Development Requirements. In the event of such a conflict, the terms of this Agreement and the Development Requirements shall prevail. Nothing in this Agreement, however, shall preclude the City from applying Future Changes to Regulations to the Project Site for a development project that is not within the definition of the "Project" under this Agreement.

2.2.2. Changes that Do Not Conflict with this Agreement or the Development Requirements. City retains the right to impose Future Changes to Regulations that are not in conflict with this Agreement and the Development Requirements. Without limitation, Future Changes to Regulations shall be deemed to be "in conflict with this Agreement and the Development Requirements" if they:

(a) alter or change any land use, including permitted or conditional uses, of the Project Site from that permitted under this Agreement and the Applicable Regulations;

(b) limit or reduce the height or bulk of the Project, or any portion thereof, or otherwise require any reduction in the height or bulk of individual proposed Buildings or other Improvements from that permitted under this Agreement and the Applicable Regulations;

(c) limit or reduce the density or intensity of the Project, or any portion thereof, or otherwise require any reduction in the square footage or number of proposed Buildings, residential dwelling units, parking or loading spaces, or other Improvements from that permitted under this Agreement and the Applicable Regulations;

(d) materially change the Project site plan as shown in the Phasing Plan or limit the location of building sites, grading or other Improvements on the Project Site in a manner that is inconsistent with or substantially more restrictive than the limitations included in this Agreement or the Applicable Regulations;

(e) impose conditions upon development of the Property other than as permitted by the Applicable Regulations;

(f) materially limit or control the availability of public utilities, services or facilities or any privileges or right to public utilities, services, facilities or Infrastructure for the Project, including but not limited to water rights, water connection, sewage capacity rights, and sewer connections;

(g) except as otherwise provided herein, in any manner control, delay or limit the rate, timing, phasing or sequencing of the approval, development or construction of all or part of the Project as provided in the DDA;

(h) preclude or materially increase the cost of performance of or compliance with any provisions of the applicable Development Requirements;

(i) conflict with or materially increase the obligations of Developer, any Phase Developer, any Subtenant under the Ground Lease, or any of their respective contractors under any provisions addressing contracting and employment in the DDA, AA&R or Ground Lease; or

(j) adversely affect in any material respect the City's ability to satisfy its obligations to Developer under the DDA.

2.2.3. Developer may, in the exercise of its sole discretion, elect to have a Future Change to Regulation that conflicts with this Agreement applied to the Project or the Project Site by giving the City written notice of its election to have a Future Change to Regulation applied, in which case such Future Change to Regulation shall be deemed to be an Applicable Regulation.

2.3. Applicable Laws, Including CEQA

2.3.1. Development Agreement Statute. This Agreement has been entered into in reliance upon the provisions of the Development Agreement Statute as those provisions existed at the Effective Date. No amendment or addition to those provisions, which would materially affect the interpretation or enforceability of this Agreement, shall be applicable to this Agreement unless such amendment or addition is specifically required by the California Legislature, or is mandated by a court of competent jurisdiction. If such amendment or change is permissive rather than mandatory, this Agreement shall not be affected by the same unless the Parties mutually agree in writing to amend the Agreement to permit such applicability. The Parties shall cooperate and shall undertake such actions as may be necessary to implement and reflect the intent of the Parties to allow and encourage development of the Project.

2.3.2. Applicability of Uniform Codes; Infrastructure Standards. Nothing in this Agreement shall preclude the City's application to the Project of any provisions, requirements, rules, or regulations applicable City-Wide or Area-Wide that are contained in the California Building Standards Code, as amended by the City in accordance with the California Health and Safety Code, including requirements of the City's Building Code, Mechanical Code, Electric Code, Plumbing Code, Fire and Environmental Code or other uniform construction codes. Without limiting the foregoing, but subject to the terms of Section 2.3.3 below, the City shall not impose Infrastructure standards for any Phase that are inconsistent with the Infrastructure standards set forth in the MCP and Infrastructure Master Plan.

2.3.3. Protection of Public Health and Safety. Notwithstanding any provision in this Agreement to the contrary, City shall exercise its discretion under this Agreement and the Development Requirements in a manner that is consistent with the public health, safety and welfare. City shall retain, at all times, its authority to take any legally valid action deemed necessary to protect the physical health and safety of the public, including, without limitation, authority to condition or deny a permit, approval or agreement or other entitlement or to change any existing or adopt and apply to the Project any new City Regulation or Development Fee or Exaction, if City determines that such City Regulation or Development Fee or Exaction is

required (a) to protect the physical health or safety of the residents in the Project Site, the adjacent community or the public ("**Public Health and Safety Exception**"), or (b) to comply with applicable federal or state law or regulations including, without limitation, changes in City Regulations or Development Fees or Exactions reasonably calculated to achieve new, more restrictive federal or state attainment standards applicable to the City for water quality, water supply, air quality, hazardous materials or otherwise relating to the physical environment where such City Regulations are generally applicable and proportionally applied to similar land uses on a City-Wide or Area-Wide basis (**"Federal and State Law Exception"**). Any such new or increased City Regulation shall be applied in a manner that is proportional to the impacts caused by the applicable development on the Project Site taking into account the equitable share of the cost of funding reasonable compliance with the applicable Public Health and Safety Exception or Federal and State Law Exception. Any new or increased Development Fee or Exaction that qualifies within the Public Health and Safety Exception or Federal and State Law Exception that is enacted for the protection or benefit of City residents overall (as opposed to the mitigation of Project-related impacts which are addressed by the preceding sentence) shall be applied in a manner that bears a reasonable relationship to the development program and uses of the Project Site and shall be applied consistently City-Wide or Area-Wide. In no event shall any Vertical Improvements be required to pay a new or increased Development Fee or Exaction in connection with compliance with any Public Health and Safety Exception or Federal and State Law Exception which is not applied on a City-Wide or Area-Wide basis to similar land uses. Except for emergency measures, City will meet and confer with Developer in advance of the adoption of such measures to the extent feasible, provided, however, that City shall retain the sole and final discretion with regard to its reliance on the Public Health and Safety Exception as provided in this Section 2.3.4. Developer retains the right to dispute any City reliance on the Public Health and Safety Exception or Federal or State Law Exception. If the Parties are not able to reach agreement on such dispute following a reasonable meet and confer period, then Developer or City can seek judicial relief with respect to the matter.

2.3.4. CEQA. The Parties understand that the EIR is intended to be used not only in connection with the Existing Approvals, but also in connection with necessary Subsequent Project Approvals for the Term of the Agreement. However, the Parties acknowledge that, depending on the scope of the project described in Developer's application, certain discretionary Subsequent Project Approvals may legally require additional analysis under CEQA. Notwithstanding any other provision of this Agreement, nothing contained herein is intended to limit the City's ability to comply with CEQA, including imposing any mitigation measures. However, the City shall not undertake additional environmental review or impose new or additional mitigation measures on the Project other than as it deems is required by Public Resources Code section 21166 and CEQA Guidelines 15162 (or any similar statutory provisions enacted in the future). To the extent supplemental or additional review is required in connection with Subsequent Project Approvals, Developer acknowledges that City may require additional mitigation measures necessary to mitigate significant impacts that were not foreseen at the time this Agreement was executed.

3. DEVELOPMENT FEES

3.1. Development Fees. The Development Fees applicable to the Project shall be governed by the provisions of this Section 3. Notwithstanding anything to the contrary in this

Section 3, however, Developer shall have the right at any time to elect to pay any Development Fee at the rate in effect at the time when due.

3.2. **Existing Development Fees**. Unless otherwise specified in this Agreement, the Development Fees listed in **Exhibit C** of this Agreement shall be calculated in accordance with that Exhibit; provided, however, that the rates set forth in **Exhibit C** shall be subject to increase in accordance with Section 3.3, below. As of the Effective Date, the only Development Fees applicable to the Project (the **"Existing Development Fees"**) are those Development Fees listed in **Exhibit C** and/or discussed in this Section 3.

3.3. **New or Increased Development Fees**.

3.3.1. During the Development Fee Vested Period. Except as otherwise set forth in this Section 3, during the time period between the Effective Date and the date that is seven (7) years after the City's approval of the first DAP for the Project (such time period, as extended by any delay due to Force Majeure applicable to the development of the City Center Phases, being referred to herein as the **"Development Fee Vested Period"**), there shall be no increase in any Existing Development Fees, and no new Development Fees shall be applicable to any Improvements within the Project Site.

3.3.2. After the Development Fee Vested Period. After the Development Fee Vested Period has expired, all Development Fees (whether existing, new, and/or increased) shall apply to Improvements within the Project Site so long as such Development Fees are (i) generally applicable on a City-Wide or Area-Wide basis for similar land uses and (ii) are not redundant as to the Project of a fee, dedication, program, requirement, or facility that is imposed or required under the applicable Development Requirements, including without any limitation, any fee, dedication, program, requirement, or facility related to: (A) transportation; (B) open space; (C) affordable housing; or (D) the use, operation, or maintenance of the Landfill. To the extent that any increase in any Development Fees or new Development Fees is permitted under this Section 3, any such increased or new Development Fee shall apply only to the extent that such increased or new Development Fee complies with all applicable law, including, without limitation the requirements of the Mitigation Fee Act (Government Code Sections 66000 *et seq.*).

3.4. **Traffic Impact Fees**.

3.4.1. Current Traffic Impact Fees. Beginning on the Effective Date and continuing until the later of (a) the date on which the Development Fee Vested Period expires and (b) the date by which building permits have been issued for at least three million (3,000,000) square feet of office space on the Project Site (such time period being referred to as the **"Traffic Impact Fee Vested Period"**), Developer shall pay traffic impact fees (the **"Traffic Impact Fees"**) pursuant to Section 17.15.330 of the Code in the following amounts per square foot:

(a) Office Uses (as such term is defined in Section 17.15.330(b)(8) of the Code): One Dollar ($1.00) per square foot; and

(b) Hotel Uses (as such term is defined in Section 17.15.330(b)(5) of the Code): Four Hundred Dollars ($400.00) per hotel room.

3.4.2. New or Increased Traffic Impact Fees. Commencing upon the expiration of the Traffic Impact Fee Vested Period, all Traffic Impact Fees (whether existing, new, and/or increased) shall apply to Improvements within the Project Site; provided, however, that during the Term of this Agreement, at no time shall the Traffic Impact Fee for office uses (as defined in Section 17.15.330(b)(8) of the Code) on the Project Site exceed Two Dollars and Twenty-Five Cents ($2.25) per square foot, nor shall the Traffic Impact Fee for hotel uses (as defined in Section 17.15.330(b)(5) of the Code) on the Project Site exceed Nine Hundred Dollars ($900.00) per hotel room.

3.5. Regional Traffic Fees. Developer agrees to pay the fixed sums of a) One Dollar ($1.00) per square foot of Office uses (as defined in Section 17.15.330(b)(8) of the Code) and Retail uses (as defined in the DDA), and b) Fifty Cents ($0.50) per square foot for residential uses (together, the **"Regional Traffic Fees"**). The Regional Traffic Fees shall be payable to the City at the time of issuance of each Building Permit for Vertical Construction that contains office uses, retail uses, and/or residential uses, as applicable, based upon the square footage of such uses. Regional Traffic Fees are non-refundable, and shall not increase over the Term of this Agreement.

3.6. Voluntary VTA Contribution. Developer agrees to make a voluntary contribution of a total of approximately Sixteen Million One Hundred Sixty Four Thousand Two Hundred Dollars ($16,164,200.00) to the VTA (the **"VTA Contribution"**), payable in increments to the City on a "per trip" basis in accordance with the terms of the MMRP.

3.7. Voluntary Nitrogen Deposition Fee Contribution. Developer agrees to make a voluntary contribution of a nitrogen deposition fee, based on the amount charged by the Santa Clara Valley Habitat Agency under its Voluntary Fee Payments Policy, payable in increments to the City on a "per trip" basis in accordance with the terms of the MMRP.

4. EXACTIONS

4.1. Exactions Generally. Developer and City acknowledge that the Project Approvals authorize and require implementation of Exactions in connection with the development of the Project, and that the specific costs of implementing such Exactions cannot be ascertained with certainty, but notwithstanding such uncertainty, Developer shall be solely responsible for such costs in connection with implementing such Exactions as and when they are required to be implemented. Subject to the terms and conditions of this Agreement, including this Section 4, no new Exactions shall be imposed by City on the Project or Developer, or on any application made by Developer for any City Approval, or in enacting any City Approval, or in connection with the development, construction, use or occupancy of the Project, except to the extent consistent with the Applicable Regulations.

4.2. Mitigation Measures and Conditions of Approval. Developer agrees to contribute to the costs of public facilities and services in the amounts set forth in, or as required pursuant to, the MMRP and conditions of approval to the Project Approvals, as required to mitigate impacts of the development of the Project Site; provided, however, that to the extent this Agreement sets forth the specific types and amounts of such contributions, such provisions of this Agreement shall control. City and Developer recognize and agree that but for Developer's

contributions to mitigate the impacts arising as a result of the Project Approvals, the City would not and could not approve the development of the Project. The City's approval of development of the Project 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 Project. The City shall have the right to impose new conditions of approval in connection with its approval of any DAP provided, however, that such new conditions of approval (i) comply with this Agreement, including, without limitation, Sections 3 and 4 hereof and the terms of the DAP Procedures; and (ii) are not in conflict with matters previously approved by City (including, without limitation, previous conditions of approval), except to the extent expressly agreed-upon by Developer.

4.3. Improvement and Dedication of Open Space and Parks.

4.3.1. Developer's Obligations. Developer's obligations with respect to the establishment, dedication, and improvement of Public Parks, open space, and trails shall be governed by the Project Approvals. Any required improvements for those publicly dedicated parks described in the MCP as the City Center East Neighborhood Park, the City Center North Neighborhood Park and the City Center West Neighborhood Park (collectively, the "**Public Parks**") that are used to satisfy the requirements of Section 17.35 of the Santa Clara Municipal Code shall be undertaken in accordance with the City Parks & Recreation Department Park Amenity & Design Standards in effect as of the Effective Date, a copy of which is attached hereto and incorporated herein as **Exhibit D** (the **"City Park Amenity & Design Standards"**). Developer must request approval of any deviations from the City Park Amenity & Design Standards, if such deviations would result in any lesser requirements for the Project, during the DAP process. The City Park Amenity & Design Standards shall not apply to the Project and the Project Site to the extent that they would conflict with this Agreement or the Development Requirements.

4.3.2. Existing Park and Recreation Facilities. The City and Developer acknowledge and agree that Developer's improvement (and, if necessary, dedication) of the Public Parks and the City Park in accordance with the terms of the Project Approvals shall satisfy all current and future obligations of Developer with respect to the replacement of recreational facilities existing on the Project Site as of the Effective Date.

4.3.3. Calculation of Parkland Acreage.

4.3.3.1. All Public Parks shall be given full credit for acreage and included in the calculation of any parkland dedication required pursuant to Chapter 17.35 of the Code.

4.3.4. Dwelling Unit Tax. The Dwelling Unit Tax shall be paid by Developer in accordance with Section 3.15.020 of the Code, subject to the limitation on rate increases as provided in Section 3.3. Because Developer is undertaking construction of public park improvements within the Project above and beyond the requirements of City Code, the City will credit the full amount of the Dwelling Unit Tax actually paid toward any City Costs owing to City in accordance with Article 5, up to the full amount of Dwelling Unit Tax paid in connection with the Project.

4.3.5. Timing of Required Public Parks. Any Public Parks required to be dedicated to serve residential uses on the Project Site pursuant to Chapter 17.35 of the Code must be included in the DAP for the Phase in which such residential uses are located. Notwithstanding the foregoing, Developer shall have the right to defer to Phase 2 the improvement and dedication (or other reservation) of all or any portion of the Public Parks required to be dedicated in connection with the residential units constructed on Phase 1 (the **"Phase 1 Parkland"**), in accordance with the provisions of this Section 4.3. If Developer elects to defer its obligations to provide any or all of the Phase 1 Parkland to Phase 2, Developer shall provide in the DAP for Phase 1 a description of how the applicable portion of the Phase 1 Parkland shall be provided within Phase 2. The first DAP for Phase 2 shall include any portion of the Phase 1 Parkland not improved and dedicated (or otherwise reserved) as part of Phase 1, and such Phase 1 Parkland shall be constructed in accordance with a schedule approved as part of the first DAP for Phase 2.

4.4. Reservation or Dedication of Land for Public Use. Development of the Project Site requires public facilities to support the operations and services and development of the Project. Developer shall make available, reserve or dedicate, as required, land or facilities as provided in the MCP and IMP to support the construction, operations and services on the Project Site in accordance with the terms of the DDA.

4.5. Voluntary Housing Affordability Provisions.

4.5.1. Voluntary Commitment. The Parties acknowledge that the Code does not, as of the Effective Date, include any requirements for the provision of affordable residential units within or in connection with the Project. Nevertheless, Developer voluntarily agrees that at least ten percent (10%) of all residential units constructed on the Project Site shall be Affordable Units. Developer shall have the right to pay an in-lieu fee instead of constructing the Affordable Units that are associated with any market-rate units constructed as part of Phase 1 (the **"Phase 1 Affordable Units"**) under the conditions set forth in Section 4.5.2 below.

4.5.2. Timing of Construction. The Affordable Units must be constructed concurrently with the market-rate units with which they are associated. Notwithstanding the foregoing, the Phase 1 Developer shall have the right not to construct as part of Phase 1 all or any portion of the Phase 1 Affordable Units, in accordance with the provisions of this Section 4.5. If the Phase 1 Developer elects not to include in Phase 1 some or all of the Phase 1 Affordable Units, then the Phase 1 Developer shall either a) provide in the DAP for Phase 1 a description of the number and anticipated location of the remaining Phase 1 Affordable units to be provided within Phase 2 , or b) if residential development upon Phases 2 is not permitted by regulatory agencies governing use of the former landfill or is otherwise determined to be financially infeasible due to constraints imposed by regulatory agencies governing use of the former landfill, pay to City an in-lieu fee (the **"In-Lieu Fee"**) as a condition precedent to City's issuance of any building permits for the construction of residential units on Phase 1. The In-Lieu Fee shall be in the amount of Twenty Dollars ($20.00) per square foot of Net Floor Area for each Phase 1 Affordable Unit that would otherwise be required to be constructed pursuant to the terms of this Section 4.5 and shall be fixed for the Term of this Agreement.

4.5.3. Affordable Housing Agreements. Prior to the issuance of a building permit for any Building that will contain residential units, City and Developer shall enter into an affordable housing agreement (each, an **"Affordable Housing Agreement"**) that will govern the provision of Affordable Units in connection with the residential units in such Building. Each Affordable Housing Agreement shall be consistent with the terms of this Agreement and the other Project Documents, and shall contain such other provisions as are mutually satisfactory to City and Developer.

4.6. Multimodal Improvement Plan. The City and Developer acknowledge that the Multimodal Improvement Plan is required in order to address various transportation needs in the general area of the Project that are associated with development of the Project.

4.6.1. Elements of MIP. The MIP shall include all of the elements required to be included pursuant to the MMRP. The City will explore the feasibility of, and consider the potential of including within the MIP, enhanced signal priority measures to benefit transit. In addition, to the extent feasible (as reasonably determined by the City), transportation-related improvements or strategies provided or funded (in whole or in part) by Developer and approved by the City that are not otherwise required by the MCP or any Mitigation Measure shall be identified as improvements or strategies in the MIP.

4.6.2. Area-Wide or Project-Specific. The MIP may be specific to the Project in scope, or it may be an "area-wide" plan that includes other development proposals as well as the Project.

4.6.3. MIP Funding Agreement. Within 90 days after final approval of the MIP, the City and Developer will execute an agreement (the **"MIP Funding Agreement"**) concerning the precise mechanisms and timing of funding the Multimodal Improvement Plan, consistent with this Section 4.6. The MIP Agreement shall incorporate the following principles:

4.6.3.1. Developer shall fund the preparation and processing of the Multimodal Improvement Plan in accordance with the Project MMRP.

4.6.3.2. In the event that the MIP is specific to the Project in scope, Developer shall be responsible for 100% of the costs of each improvement or strategy required to be constructed or implemented pursuant to the MIP (each, an **"MIP Improvement"**), subject to the funding limitations set forth in Section 4.6.3.3 below. In the event that the MIP is an "area-wide" plan, Developer shall be responsible for its fair share of the MIP Improvements, subject to the funding limitations set forth in Section 4.6.3.3 below, as more specifically set forth in the MIP.

4.6.3.3. Developer's funding obligations set forth in Section 4.6.3.2, above, shall be funded by the sources (together, the **"MIP Funding Sources"**) listed below in descending order of priority. For each such funding obligation, the City will seek to fund that obligation with the MIP Funding Source listed as (a), below, and then move down through the list only if the obligation in question cannot be met by that source. The City shall only seek funds from a source of lower priority if the funding obligation in question cannot be met by a MIP Funding Source of higher priority.

(a) All Regional Traffic Fees to be paid to the City in connection with the Project;

(b) All Traffic Impact Fees to be paid to the City in connection with the Project;

(c) Equal monetary contributions by Developer and the City, up to a total lump sum of Eight Million Dollars ($8,000,000.00) (i.e., a maximum of $4,000,000 for each Party); and

(d) City funds.

4.6.3.4. To the extent that the City requires funds from MIP Funding Sources in advance of receiving funds from Developer in order to implement the MIP, the City may require that those fees be paid by Developer in advance of becoming due and payable, and such fees paid in advance shall be credited to Developer, as applicable.

4.6.3.5. Developer shall be obligated to pay all Regional Traffic Fees and Traffic Impact Fees as set forth in this Agreement, even if some or all of such fees are not required to fund the MIP Improvements.

4.7. Special Facilities Required for Electric Service. The Parties acknowledge that the Project will require certain increased and/or special electric service facilities that will be provided to the Project by the City's electric utility provider, Silicon Valley Power. Prior to approval of the DAP for Phase 1, Developer shall enter into a separate agreement with the City to address the rights and obligations of the parties with respect to providing interim electrical capacity and service at full build-out. The agreement will address such matters as the construction obligations of the City for additional substation and off-site distribution facilities, electrical service requirements to be provided by the City, construction and payment obligations of Developer, the granting of easements or other property rights and mutual cooperation as reasonably necessary to accommodate the electric service needs of the Project.

5. PAYMENT OF COSTS AND FEES

5.1. Payment of City Costs and Administrative Fees. Developer shall timely pay to the City all City Costs and Administrative Fees. Notwithstanding the foregoing, during the Development Fee Vested Period, there shall be no increase in the "per sheet" review fees in the "Public Works" section of the City's Municipal Fee Schedule for 2016-2017 (the **"Engineering Plan Check Fees"**). For reference purposes, the Engineering Plan Check Fees are set forth in **Exhibit E** of this Agreement. After the expiration of the Development Fee Vested Period, Developer shall pay the Engineering Plan Check Fees then in effect, as and when due.

5.2. City Costs for Environmental Review. Prior to engaging the services of any consultant to perform environmental review relative to a Subsequent Approval, or authorizing the expenditure of any funds for such consultant, the City shall consult with Developer in an effort to mutually agree to terms regarding (i) the scope of work to be performed, (ii) the projected costs associated with the work, and (iii) the particular consultant that would be engaged to perform the work.

5.3. Time and Manner for Payment for City Costs.

5.3.1. Semi-Annual Budget. Within thirty (30) days after the Effective Date of this Agreement and thereafter, no later than December 1 and June 1 of each year during the Term hereof, City shall provide Developer with a single, combined, reasonably detailed budget of anticipated City Costs for the period of January 1-June 30 and July 1-December 30 of each year (each, a "**Semi-Annual Budget**" and each six-month budget period, a "**Budget Period**"). If Developer reasonably objects to the scope of work or anticipated City Costs set forth in the Semi-Annual Budget, it shall provide written notice to the City of its objections and the parties shall then cooperate in good faith to reach agreement on the Semi-Annual Budget for the applicable Budget Period. If the parties have not reached agreement on the applicable Semi-Annual Budget prior to the commencement of the applicable Budget Period, then the Semi-Annual Budget for such Budget Period shall be deemed to be the greater of (i) the Semi-Annual Budget for the immediately prior Budget period, or (ii) the actual City Costs for the immediately prior Budget Period until such time, if any, as the Parties reach agreement on the applicable Semi-Annual Budget. Within twenty (20) days after the commencement of the applicable Budget Period, Developer shall deliver to the City funds equal to the estimated total of the approved Semi-Annual Budget.

5.3.2. Periodic Notification. City shall notify Developer at such time as it reasonably determines that the City Costs actually incurred during the applicable Budget Period are at or around eighty percent (80%) of the approved Semi-Annual Budget for the applicable Budget Period (the "**80% Notice**") and whether City reasonably anticipates that an increase in the Semi-Annual Budget will be required. At any time after its receipt of the 80% Notice, Developer may notify City in writing to stop incurring City Costs, and City may cease work on the Project in excess of the Semi-Annual Budget unless Developer approves such costs and delivers to the City funds equal to the total of any estimated overage. Notwithstanding the foregoing, so long as the Parties are working under an approved or deemed approved Semi-Annual Budget and City provides Developer with the 80% Notice, Developer shall be obligated to pay City for all applicable City Costs incurred or accrued by City prior to City's receipt of any written instruction from Developer to cease activities with respect to the Project, whether or not such amounts exceed the Semi-Annual Budget. If the City provides Developer with the 80% Notice, then ceases work on the Project due either to (a) notification from Developer to cease activities with respect to the Project or (b) Developer's failure to approve an increased Semi-Annual Budget or failure to deliver funds to cover the increased Semi-Annual Budget, such cessation of work shall not constitute an event of Force Majeure in Developer's favor for the purposes of any of the Project Documents.

5.3.3. Payment of City Costs. City shall deliver to Developer an accounting of City Costs (the "**City Cost Accounting**") on a quarterly basis, accompanied by reasonably detailed invoices, including the cost incurred for each of the following: the Priority Project Manager (even if the Priority Project Manager is a City staff member); third party consultants; attorneys; contract planners; and/or plan checkers. The City Cost Accounting shall include hours spent and hourly rates, any additional costs incurred and a brief non-confidential description of the work completed. To the extent that the City Cost Accounting shows a balance due to the City, Developer shall pay such balance due within forty-five (45) days from receipt thereof. Any

remaining unspent funds previously provided by Developer pursuant to Section 5.3.1, above, shall be credited toward the approved Semi-Annual Budget for the next Budget Period.

6. DEVELOPMENT OF THE PROJECT SITE

6.1. Development Rights. Developer shall have the vested right to develop the Project Site in accordance with and subject to the provisions of this Agreement, the Development Requirements and any Subsequent Project Approvals, which shall control the overall design, development and construction of the Project and all improvements and appurtenances in connection therewith, including without limitation, the permitted uses on the Project Site, the density and intensity of uses, the maximum height and size of buildings, the number of allowable parking spaces and all Mitigation Measures required in order to minimize or eliminate material adverse environmental impacts of the Project. By stating that the terms and conditions of this Agreement, the Development Requirements and any Subsequent Project Approvals control the overall design, development and construction of the Project, this Agreement is consistent with the requirements of California Government Code Section 65865.2 (requiring a development agreement to state permitted uses of the property, the density or intensity of use, the maximum height and size of proposed buildings and provisions for reservation or dedication of land for public purposes). Developer agrees that all improvements on the Project Site shall be constructed in accordance with this Agreement, the Development Requirements and any Subsequent Project Approvals, and in accordance with all applicable laws.

6.2. Status of Approvals. Prior to or concurrently with this Agreement, the City has approved and adopted the Project Approvals.

6.3. Use and Density. Pursuant to Section 65865.2 of the Development Agreement Statute, and except as otherwise specifically provided in this Agreement, the Project Approvals and Subsequent Project Approvals shall not prevent development of the Project for the uses and to the density or intensity of the development set forth in the Project Approvals or the Project Documents.

6.4. Vested Rights: Permitted Uses and Density; Building Envelope. By approving the Project Approvals, City has made a policy decision that the Project, as currently described and defined in the Project Approvals, is in the best interests of the City and promotes the public health, safety and general welfare. Accordingly, to the extent that the Project is required to obtain any Subsequent Project Approvals from the City, City shall not use its discretionary authority in considering any application for a Subsequent Project Approval to change the policy decisions reflected in the Project Approvals or otherwise to prevent or to delay development of the Project as set forth in the Project Approvals. Instead, the Subsequent Project Approvals (that conform to or implement the Project Approvals) shall be used to implement those policy decisions and shall be issued by the City so long as they comply with this Agreement, the Applicable Regulations and permitted Future Changes to Regulations, if applicable. Nothing herein is intended to limit the discretionary authority of the City Council to consider appeals of Subsequent Project Approvals related to Subdivision Maps pursuant to the provisions of the Subdivision Map Act, provided, however, that in exercising its discretion on any such appeal, the City Council shall not exercise its discretionary authority to change the policy decisions reflected

in the Project Approvals or otherwise to prevent or delay development of the Project as set forth in the Project Approvals.

6.5. Residential Land Use. The residential land uses on the Project Site shall be developed in accordance with the Project Documents.

6.6. Commencement of Construction; Development Timing. Development of the Project Site is permitted to occur in phases. The Phasing Plan, Schedule of Performance, and Phase Schedules of Performance incorporated into the DDA, as they may be modified from time to time in accordance with the DDA, shall govern the construction phasing and development timing of the Project and its Phases, respectively.

6.7. Subdivision Maps.

6.7.1. Review and Approval of Subdivision Maps. Developer may from time to time file Subdivision Map applications with respect to some or all of the Project Site in accordance with the provisions in the DDA. City shall exercise its discretion in reviewing such Subdivision Map applications in accordance with Section 6.4 hereof, and shall approve such Subdivision Map applications so long as they comply with this Agreement, the Project Documents, the Applicable Regulations and permitted Future Changes to Regulations, if applicable. Upon approval of each Tentative Map or Vesting Tentative Map (as those terms are defined in Chapter 17.05 of the Code) to be approved for property within a Phase or Sub-Phase (each, a "**Tentative Map**"), the term of such Tentative Map shall be extended until the termination of this Agreement with respect to the affected property notwithstanding any other City Regulation, provided that approvals obtained in the last five years of the Term shall extend for the greater of (a) the Term of this Agreement or (b) the maximum applicable time provided for under City law. Notwithstanding anything in Section 66474.2 of the Subdivision Map Act to the contrary, it shall be a condition to the approval of any Tentative Map or Vesting Tentative Map that the ordinances, policies and standards applicable to the Vesting Tentative Map shall be the Applicable Regulations and any Future Changes to Regulations permitted hereunder.

6.7.2. Vesting Tentative Maps. The Planning Director shall waive the requirements for a vesting tentative transfer map set forth in Section 17.05.710(a)((2) of the Code, provided the vesting tentative transfer map application is otherwise complete and conforms to and is consistent with the Development Requirements.

6.7.3. Street Vacations. The vacation of Stars & Stripes Drive and any other existing City streets on the Project Site may be accomplished by means of the Subdivision Map process.

6.8. Financing of Project Improvements. The financing of improvements relating to the Project, including all infrastructure and utilities, shall be as provided in the DDA, including, without limitation, requirements for providing adequate security for Infrastructure.

7. OBLIGATIONS OF DEVELOPER

7.1. Cooperation by Developer. Developer shall, in a timely manner, provide all documents, applications, plans and other information necessary for the City to comply with its obligations in accordance with the terms of the DDA.

7.2. Nondiscrimination. In the performance of this Agreement, Developer agrees not to discriminate, in any way, against any person on the basis of race, color, national origin, gender, marital status, sexual orientation, age, creed, religion or condition of disability in connection with or related to the performance of this Agreement.

7.3. Payment of Fees and Costs.

7.3.1. Payment of Fees and Exactions. Developer shall timely pay all Development Fees and Exactions applicable to the Project or the Project Site in accordance with applicable law.

7.3.2. Administrative Fees. Nothing in this Agreement shall preclude or constrain City from charging and collecting City Costs and/or Administrative Fees, which shall be administered in accordance with Section 5 hereof, or any such fee which may be provided for in the DDA or other Project Document.

7.4. Hold Harmless and Indemnification of City. Developer shall indemnify, reimburse and save and hold harmless the City and its officers, agents and employees from and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims ("**Losses**") resulting directly or indirectly from this Agreement and Developer's performance of this Agreement, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the Effective Date, and except to the extent such Losses are the result of the gross negligence or willful misconduct of City. The foregoing indemnity shall include, without limitation, reasonable attorneys' fees and related costs, and the City's cost of investigating any claims against the City.

8. OBLIGATIONS OF CITY

8.1. No Action to Impede Project Approvals. City shall take no action nor impose any condition that would conflict with this Agreement or the Project Approvals. An action taken or condition imposed shall be deemed to be "in conflict with" this Agreement or the Project Approvals if such actions or conditions result in one or more of the circumstances identified in Section 2.2.2 of this Agreement.

8.2. Expeditious Processing. The City and Developer agree that Developer must be able to proceed efficiently with the development of the Project Site and that, accordingly, an efficient City review and land development and construction inspection process is necessary. Accordingly, the City agrees that upon submission by Developer of all appropriate applications and processing fees, City shall, to the full extent allowed by law, promptly and diligently, subject to applicable law, commence and complete all steps necessary to act on Developer's currently pending applications for Subsequent Project Approvals, including (i) if legally required, providing notice and holding public hearings; and (ii) acting on any such pending application.

8.3. Priority Project Manager.

8.3.1. Responsibilities. Upon the request of Developer, the City shall designate an individual (the **"Priority Project Manager"**) to act as a facilitator for all Subsequent Project Approvals. The Priority Project Manager shall function as an intermediary between the City and Developer to facilitate the expeditious processing of Subsequent Project Approvals; to address challenges, issues, and concerns during development of the Project; and to promote accessibility, predictability, and consistency across City agencies and departments.

8.3.2. Qualifications. At a minimum, the Priority Project Manager must have: (a) extensive knowledge of the principles and practices of land development, construction, and master planning (i.e., transportation needs, resource protection, and public facilities) and current issues affecting building and land regulation and development; (b) extensive knowledge of infrastructure matters related to development projects, including financing, permitting ,and capital project schedules; and (c) a minimum of seven (7) years of progressively responsible experience involving development review, permitting, zoning, economic development, community planning, and land use planning processes, monitoring and tracking.

8.3.3. Selection and Payment. Prior to engaging the services of the Priority Project Manager, the City shall consult with Developer in an effort to mutually agree to terms regarding the particular individual that would be engaged to perform the work. At the City's election, the Priority Project Manager may be a member of City staff, so long as such individual has sufficient available capacity to undertake the tasks enumerated in this Section 8.3. Whether or not the Priority Project Manager is a City staff member, the costs associated with the hiring and employment of the Priority Project Manager shall constitute "City Costs" and shall be reimbursed to City in accordance with Section 5.3, above.

8.4. Processing During Third Party Litigation. The filing of any third party lawsuit(s) against the City or Developer relating to this Agreement, the Project Approvals, the Subsequent Project Approvals, or other development issues affecting the Project or the Project Site, shall not delay or stop the development, processing or construction of the Project or the issuance of Subsequent Project Approvals unless the third party obtains a court order preventing the activity.

8.5. Public Art In Adjacent Rights of Way. The City shall not place any public art in the public right of way that is directly adjacent to the boundaries of the Project without first meeting with Developer to solicit non-binding input from Developer as to the consistency of such art with the design principles set forth in the MCP.

9. MUTUAL OBLIGATIONS

9.1. Notice of Completion or Revocation. Upon the Parties' completion of performance or revocation of this Agreement, a written statement acknowledging such completion or revocation, signed by the appropriate agents of City and Developer, shall be recorded in the Office of the Assessor of the County of Santa Clara, California.

9.2. Estoppel Certificate.

9.2.1. Request for Estoppel Certificate. Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such Party to certify in writing that to the best of the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Agreement has not been amended or modified either orally or in writing, and if so amended or modified, identifying the amendments or modifications and stating their date and nature, (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults, and (iv) the findings of the City with respect to the most recent Annual Review performed pursuant to Section 7 below.

9.2.2. Execution and Return of Estoppel Certificate. A Party receiving a request under this Section 9.2 shall execute and return such certificate within thirty (30) days following receipt of the request. Failure by a Party within such thirty (30) days to either execute and return such certificate or provide a detailed written explanation of why the Party has failed to do so shall be deemed to be an Event of Default following notice and cure as set forth in Section 10 of this Agreement.

9.2.3. Reliance Upon Estoppel Certificate. Each Party acknowledges that third parties with a property interest in the Project Site, including any mortgagee, acting in good faith may rely upon such a certificate. A certificate provided by the City establishing the status of this Agreement with respect to any lot or parcel shall be in recordable form and may be recorded with respect to the affected lot or parcel at the expense of the recording party.

9.3. Cooperation in the Event of Third-Party Challenge.

9.3.1. Third Party Challenge. In the event any legal action or proceeding is instituted challenging the validity of any provision of this Agreement, the Project, the Project Approvals or Subsequent Approvals or the MIP, the adoption or certification of the Project EIR, other actions taken pursuant to CEQA, or other approvals under state or City codes, statutes, codes, regulations, or requirements, and any combination thereof relating to the Project or any portion thereof (each, a "**Third-Party Challenge**"), the Parties shall cooperate in defending against such challenge. The City shall promptly notify Developer of any Third-Party Challenge instituted against the City.

9.3.2. Developer Cooperation. Developer shall assist and cooperate with the City at its own expense in connection with any Third-Party Challenge. The City Attorney's Office may use its own legal staff or outside counsel in connection with defense of the Third-Party Challenge, at the City Attorney's sole discretion. Developer shall reimburse the City for its actual costs in defense of the action or proceeding, including but not limited to the time and expenses of the City Attorney's Office and any consultants, which costs shall be included as City Costs and reimbursed to City in accordance with Section 5.3, above; *provided, however*, that Developer may elect to terminate this Agreement, and upon any such termination, Developer's and City's obligations to defend the Third-Party Challenge shall cease and Developer shall have no responsibility to reimburse any City defense costs incurred after such termination date. Developer shall indemnify the City from any other liability incurred by the City, its officers, and its employees as the result of any Third-Party Challenge, including any award to opposing counsel of attorneys' fees or costs, except where such award is the result of the willful

misconduct of the City or its officers or employees. This section shall survive any judgment invalidating all or any part of this Agreement.

9.4. Good Faith and Fair Dealing. The Parties shall cooperate with each other and act in good faith in complying with the provisions of this Agreement. In their course of performance under this Agreement, the Parties shall cooperate and shall undertake such actions as may be reasonably necessary to implement the Project as contemplated by this Agreement.

9.5. Other Necessary Acts. Each Party shall execute, acknowledge and deliver to the other all further instruments and documents and shall take such further actions as may be reasonably necessary to carry out this Agreement in order to provide and secure to each Party the full and complete enjoyment of its rights and privileges hereunder.

10. PERIODIC REVIEW OF DEVELOPER'S COMPLIANCE

10.1. Purpose. Pursuant to Section 65865.1 of the Development Agreement Statute and Sections 17.10.220–17.10.280 of the Code, the City and Developer shall conduct an annual review of this Agreement and all actions taken pursuant to the terms of this Agreement. The provisions of this Section 10 are intended to establish the review process under this Agreement for purposes of Section 17.10.220 of the Code.

10.2. Review Procedure. In conducting the required initial and annual reviews of Developer's compliance with this Agreement, the Planning Director shall follow the process set forth in this section as of the Effective Date. By March 1st of each year (the "**Annual Review Date**"), Developer shall provide a letter to the Planning Director containing evidence to show compliance with this Agreement. The Planning Director's review shall be limited to compliance with Developer's obligations under this Agreement. The letter from Developer shall set forth in reasonable detail Developer's compliance with its obligations under this Agreement. If the Planning Director determines that such evidence is insufficient for the Planning Director's regular periodic review, or if Developer fails to submit any evidence, then prior to seventy-five (75) days of the Annual Review Date, the Planning Director shall deliver or mail written notice to Developer of Developer's failure to submit any evidence or specifying the additional information reasonably required by the Planning Director in order to review Developer's good faith compliance with the Agreement. Developer shall have thirty (30) days after mailing or delivery of such written notice by the Planning Director in which to respond to the Planning Director. If Developer fails to provide such information to the Planning Director within the thirty (30) day period, the Planning Director shall not find that Developer has complied in good faith with the terms of the Agreement.

10.3. Finding of Compliance. Within forty (40) days after Developer submits its letter, the Planning Director shall review the information submitted by Developer and all other available evidence on Developer's compliance with this Agreement. All such available evidence shall, upon receipt of the City, be made available as soon as possible to Developer. The Planning Director shall notify Developer in writing whether Developer has complied with the terms of this Agreement. If Planning Director finds Developer in compliance, then the Planning Director, upon request of developer, shall issue a certificate of compliance for such period reviewed, which shall be in recordable form and may be recorded by the developer in the official records of

Santa Clara County. The issuance of a certificate of compliance by the Planning Director shall conclude the review for the applicable period for which the finding was made and such determination shall be final in the absence of fraud.

10.4. Failure to Find Good Faith Compliance. If Planning Director finds Developer is not in compliance, then the Planning Director shall proceed in the manner provided in Section 17.10.240 of the Code as that Section is in effect as of the Effective Date, attached hereto as **Exhibit F**, subject further to the procedures set forth in Section 10.6 hereof. The City's failure to timely complete the annual review is not deemed to be a waiver of the right to do so at a later date.

10.5. Effect on Transferees. If Developer has effected a transfer of a Phase under the DDA, then the annual review hereunder shall be conducted separately with respect to each Party holding such Phase, and the Planning Director, and if appealed, the City Council shall make its determinations and take its actions separately with respect to each Party pursuant to Chapter 17.10 of the Code as that Chapter is in effect as of the Effective Date, as modified by Section 7.5 hereof. If the City Council terminates, modifies or takes such other actions as may be specified in Chapter 17.10 of the Code and this Agreement in connection with a determination that such Party has not complied with the terms and conditions of this Agreement, such action by the Planning Director or City Council shall be effective only as to the Party to whom the determination is made and the portions of the Project Site in which such Party has an interest.

10.6. Notice and Cure Rights. Notwithstanding anything in Chapter 17.10 of the Code, if the Planning Director makes a finding of non-compliance, or if the City Council overrules a Planning Director finding of compliance, then before any proceedings may be undertaken to modify or terminate this Agreement under Sections 17.10.270 of the Code as those sections are in effect as of the Effective Date, attached hereto as **Exhibit F**, the City Council shall first specify to Developer the respects in which Developer has failed to comply, and shall also specify a reasonable time for Developer to meet the terms of compliance, which time shall be not less than thirty (30) days and shall be reasonably related to the time necessary for Developer to adequately bring its performance into good faith compliance with the terms of this Agreement. If the areas of noncompliance specified by the City Council are not perfected within such reasonable time limits herein prescribed, then such non-performance shall constitute an "**Event of Default**" hereunder and, subject to the rights of Mortgagees provided under Section 12.2 hereunder, the City Council may then by noticed hearing, terminate, modify or take such other actions as may be specified in Chapter 17.10 of the Code as that Chapter is in effect as of the Effective Date.

11. AMENDMENT; TERMINATION

11.1. Amendment or Termination. Except as otherwise provided herein, this Agreement may only be amended or terminated with the mutual written consent of the Parties. The amendment or termination, and any required notice thereof, shall be accomplished in the manner provided in the Development Agreement Statute and Chapter 17.10 of the Code as of the Effective Date as modified by Section 10.6 hereof. Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated by the City in the event of a termination of the DDA under Section 13.1.5 thereof; as to any portion of the Project Site that Developer fails

to "Take Down" in accordance with and as defined in the DDA; or as to any portion of the Project Site for which the Ground Lease applicable thereto has terminated.

11.2. Amendment Exemptions. No amendment of a Project Approval or Subsequent Project Approval, or the approval of a Subsequent Project Approval, shall require an amendment to this Agreement. Upon approval, any such matter shall be deemed to be incorporated automatically into the Project and vested under this Agreement (subject to any conditions set forth in the amendment or Subsequent Project Approval). Notwithstanding the foregoing, in the event of any direct conflict between the terms of this Agreement and a Subsequent Approval, or between this Agreement and any amendment to a Project Approval or Subsequent Project Approval, the terms of this Agreement shall prevail.

12. TRANSFER OF ASSIGNMENT; RELEASE; RIGHTS OF MORTGAGEES; CONSTRUCTIVE NOTICE

12.1. Permitted Transfer of this Agreement. Developer shall have the right to assign or transfer all or any portion of its interest, rights or obligations under this Agreement to a Transferee or a Phase Developer in accordance with the terms and conditions set forth in the DDA, provided that the Transferee shall have entered into a binding AA&R of this Development Agreement acknowledging the Transferee's rights and obligations hereunder. Developer shall remain liable for all obligations and requirements under this Agreement after the effective date of the transfer as to the transferred property only to the same extent that Developer retains liability under the terms of the DDA and as set forth in the AA&R. Notwithstanding anything to the contrary contained in this Agreement, a default under this Agreement or any AA&R or Ground Lease, as applicable, by any Transferee or Phase Developer (collectively, a "**Transferee Default**") shall not constitute a default by Developer with respect to any other portion of the Project Site that is not owned or controlled by the Person that is in default and such Transferee Default shall not entitle City to terminate or modify this Agreement with respect to such other portion of the Project Site. The City is entitled to enforce each and every such obligation assumed by the Transferee directly against the Transferee as if the Transferee were an original signatory to this Agreement with respect to such obligation. Accordingly, in any action by the City against a Transferee to enforce an obligation assumed by the Transferee, the Transferee shall not assert any defense against the City's enforcement of performance of such obligation that is attributable to Developer's breach of any duty or obligation to the Transferee arising out of the transfer or assignment, the Development Assignment and Assumption Agreement, the purchase and sale agreement, or any other agreement or transaction between Developer and the Transferee.

12.2. Rights of Mortgagees; Not Obligated to Construct; Right to Cure Default.

Notwithstanding anything to the contrary contained in this Agreement (including without limitation those provisions that are or are intended to be covenants running with the land), the rights and obligations of a mortgagee, including any mortgagee who obtains title to the Project Site or any portion thereof as a result of foreclosure proceedings or conveyance or other action in lieu thereof, or other remedial action ("**Mortgagee**") or a lender under a Mezzanine Loan

("**Mezzanine Lender**") shall be identical to the rights and obligations provided to such Mortgagee under the terms and conditions of Article 23 of the DDA, which provisions are attached hereto as **Exhibit G** and incorporated by reference herein, except that reference to an "Event of Default" thereunder shall mean an Event of Default occurring hereunder, references to "Agreement" thereunder shall mean this Agreement and all other defined terms therein not defined in this Agreement shall be as defined in the DDA.

12.2.1. Delivery of Notices of Default. If City receives a written notice from a Mortgagee or from Developer requesting a copy of any notice of default delivered to Developer hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee at such Mortgagee's cost (or Developer's cost), concurrently with service thereon to Developer, any notice of default delivered to Developer under this Agreement, including, without limitation, under Section 10.6 hereof. In accordance with Section 2924 of the California Civil Code, City hereby requests that a copy of any notice of default and a copy of any notice of sale under any mortgage or deed of trust be mailed to City at the address shown on the first page of this Agreement for recording.

12.2.2. Cure of Default or Breach. A Mortgagee shall have the right, at its option, to cure any default or breach by Developer under this Agreement (including, without limitation, a noticed default under Section 10 hereunder) within the same time period as afforded a Mortgagee under the DDA and such rights and obligations shall in all respects be identical to the rights and obligations afforded it under the DDA.

12.3. Constructive Notice. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Project or the Project Site and undertakes any development activities at the Project Site is, and shall be, constructively deemed to have consented and agreed to, and is obligated by, all of the terms and conditions of this Agreement, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project or the Project Site.

13. ENFORCEMENT OF AGREEMENT; MATERIAL BREACH; DISPUTE RESOLUTION

13.1. Enforcement. The only parties to this Agreement are the City and Developer. This Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person or entity whatsoever.

13.2. Material Breach. For purposes of this Agreement, a Material Breach by Developer under the DDA shall be considered a default under this Agreement. Notwithstanding anything to the contrary contained in this Agreement, if a Transferee defaults under this Agreement or any AA&R or Ground Lease, as applicable, such default shall not constitute a default by Developer with respect to any other portion of the Project Site hereunder and shall not entitle City to terminate or modify this Agreement with respect to such other portion of the Project Site except to the extent that termination is allowed under the DDA.

13.3. Remedies.

13.3.1. Remedies.

13.3.1.1. Specific Performance. In addition to the provisions relating to periodic review and Events of Default as set forth in Section 10 hereof, upon a default by either Party hereunder, the aggrieved Party may institute proceedings to compel injunctive relief or specific performance to the extent permitted by law (except as otherwise limited by or provided in this Agreement) by the Party in breach of its obligations, including without limitation, seeking an order to compel payment of amounts due under this Agreement. Nothing in this Section 13.3.1 shall require a Party to postpone instituting any injunctive proceeding if it believes in good faith that such postponement will cause irreparable harm to such Party.

13.3.1.2. Limited Damages. The Parties have determined that except as set forth in this Section 13.3.1.2: (i) monetary damages are generally inappropriate, (ii) it would be extremely difficult and impractical to fix or determine the actual damages suffered by any Party as a result of a breach hereunder and (iii) equitable remedies and remedies at law not including damages are particularly appropriate remedies for enforcement of this Agreement. Except as otherwise expressly provided below to the contrary (and then only to the extent of actual damages and not consequential, punitive or special damages, each of which is hereby waived by the Parties), no Party would have entered into or become a Party to this Agreement if it were to be liable in damages under this Agreement. Consequently, the Parties agree that no Party shall be liable in damages to any other Party by reason of the provisions of this Agreement, and each covenants not to sue the other for or claim any damages under this Agreement and expressly waives its right to recover damages under this Agreement, except as follows: actual damages only shall be available as to breaches that arise out of (a) the failure to pay sums as and when due under this Agreement, but subject to any express conditions for such payment set forth in this Agreement, (b) the failure to make payment due under any indemnity in this Agreement, or (c) the requirement to pay attorneys' fees and costs as set forth in Section 13.3.2 or when required by an arbitrator or a court with jurisdiction. For purposes of the foregoing, "actual damages" shall mean the actual amount of the sum due and owing under this Agreement, with interest as provided by law, together with such judgment collection activities as may be ordered by the judgment, and no additional sums.

13.3.1.3. Certain Exclusive Remedies/Termination. The exclusive remedies for any Material Breach that does not result in a termination of the DDA shall be those remedies exercisable by the Parties in Section 21.3.3 of the DDA. For any Material Breach that results in the termination of the DDA or a partial termination of the DDA, the City's remedy hereunder shall be the right to terminate this Agreement concurrent with the termination of the DDA, but only as to that portion of the Property for which the City terminated the DDA.

13.3.2. Attorneys' Fees. Should legal action be brought by either Party against the other for default under this Agreement or to enforce any provision herein, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees and costs.

13.4. No Waiver. Failure or delay in giving notice of default shall not constitute a waiver of default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies; nor shall it deprive any such Party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any such rights or remedies.

13.5. Future Changes to Regulations. Pursuant to Section 65865.4 of the Development Agreement Statute, unless this Agreement is cancelled by mutual agreement of the Parties as provided for under Section 11.1, above, or terminated pursuant to Section 11.1 or 13.3, above, either party may enforce this Agreement notwithstanding any Future Changes to Regulations.

13.6. Joint and Several Liability. If Developer consists of more than one person or entity with respect to a legal parcel within the Project Site, then the obligations of each person and/or entity shall be joint and several.

14. MISCELLANEOUS PROVISIONS

14.1. Entire Agreement. This Agreement, including the preamble paragraph, Recitals and Exhibits, constitutes the entire understanding and agreement between the Parties with respect to the subject matter contained herein.

14.2. Binding Covenants; Run With the Land. From and after recordation of this Agreement, all of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and, subject to Section 9 above, their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, and all persons or entities acquiring the Project Site, any lot, parcel or any portion thereof, or any interest therein, whether by sale, operation of law, or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. Subject to the limitations on transfers set forth in Section 12 above, all provisions of this Agreement shall be enforceable during the term hereof as equitable servitudes and constitute covenants and benefits running with the land pursuant to applicable law, including but not limited to California Civil Code Section 1468.

14.3. Applicable Law and Venue. This Agreement has been executed and delivered in and shall be interpreted, construed, and enforced in accordance with the laws of the State of California. All rights and obligations of the Parties under this Agreement are to be performed in the City of Santa Clara, and the County of Santa Clara shall be the venue for any legal action or proceeding that may be brought, or arise out of, in connection with or by reason of this Agreement. All references in this Agreement to the Code, or California or federal laws or statutes, shall mean such laws, regulations and statues as they may be amended from time to time, except to the extent a contrary intent is stated.

14.4. Construction of Agreement. The Parties have mutually negotiated the terms and conditions of this Agreement and its terms and provisions have been reviewed and revised by legal counsel for both City and Developer. Accordingly, no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. Language in this Agreement shall be construed as a whole and in accordance with its true meaning. The captions of the paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of construction. Each reference in this Agreement to this Agreement or the DDA shall be deemed to refer to this Agreement or the DDA as amended from time to time pursuant to the provisions

of this Agreement or the DDA, as applicable, whether or not the particular reference refers to such possible amendment.

14.5. Project Is a Private Undertaking; No Joint Venture or Partnership.

14.5.1. Private Development. The development proposed to be undertaken by Developer on the Project Site is a private development, except for that portion to be devoted to public improvements to be constructed by Developer in accordance with the DDA and the Project Documents. City has no interest in, responsibility for, or duty to third persons concerning any of said improvements. Developer shall exercise full dominion and control over the Project Site, subject only to the limitations and obligations of Developer contained in this Agreement or in the DDA, Development Requirements, or other Project Documents.

14.5.2. No Joint Venture or Partnership. Nothing contained in this Agreement, or in any document executed in connection with this Agreement, shall be construed as creating a joint venture or partnership between City and Developer. Neither Party is acting as the agent of the other Party in any respect hereunder. Developer is not a state or governmental actor with respect to any activity conducted by Developer hereunder.

14.6. Recordation. Pursuant to Section 65868.5 of the Development Agreement Statute and Section 17.10.390 of the Code as of the Effective Date, the City Clerk shall have a copy of this Agreement recorded with the County Recorder of Santa Clara County within ten (10) days after execution of the Agreement or any amendment thereto, with costs to be borne by Developer. It is understood and agreed by Developer and the City that the recordation of this Agreement shall affect only Developer's interest in the Project Site (including any real property acquired by either of them after the Effective Date).

14.7. Signature in Counterparts. This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

14.8. Time of the Essence. Time is of the essence in the performance of each and every covenant and obligation to be performed by the Parties under this Agreement.

14.9. Notices. Any notice or communication required or authorized by this Agreement shall be in writing and shall not be effective for any purpose unless it is in writing and given or served in the same manner and subject to the same terms as set forth in Section 29.33 of the DDA.

14.10. Limitations on Actions. Any decision of the City Council made pursuant to Chapter 17.10 of the Code shall be final. Any court action or proceeding to attack, review, set aside, void, or annul any final decision or determination by the City Council shall be commenced within ninety (90) days after such decision or determination is final and effective. Any court action or proceeding to attack, review, set aside, void or annul any decision of the City taken pursuant to Chapter 17.10 of the Code shall be commenced within ninety (90) days after said decision is final, pursuant to Section 17.10.420(b) of the Code.

14.11. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect unless enforcement of the remaining portions of the Agreement would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

14.12. Public Records Law. Developer understands and agrees that under the State Public Records Law (Government Code Section 6250 *et seq.*), this Agreement and any and all records, information, and materials submitted to the City hereunder are public records subject to public disclosure. To the extent that Developer in good faith believes that any financial materials reasonably requested by City constitutes a trade secret or confidential proprietary information protected from disclosure under the Public Records Law and other applicable laws, Developer shall mark any such materials as such, and City will attempt the maintain the confidentiality to the extent permitted by law.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last day and year written below.

CITY

CITY OF SANTA CLARA, a municipal corporation

By: Rajeev Batra
Name: Rajeev Batra
Title: Interim City Manager

Date: August 12, 2016

ATTEST:

City Clerk

Approved as to form:

RICHARD E. NOSKY, JR.,
City Attorney

By:
Name: Richard Nosky
Title: City Atty

Approved on July 12, 2016

City Council Ordinance No. 1956

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

California All-Purpose Acknowledgment **CIVIL CODE § 1189**

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

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } SS

On **August 12, 2016**, before me, Jose Armas, a Notary Public, personally appeared **Rajeev Batra** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

JOSE ARMAS
Commission # 2109740
Notary Public - California
Santa Clara County
My Comm. Expires May 29, 2019

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:
Development Agreement
City Place
Related Santa Clara

DEVELOPER

RELATED SANTA CLARA, LLC, a
Delaware limited liability company

By: _____
Name: Kenneth A. Himmel
Title: Executive Vice President

Date: August 9th, 2016

[*Signature Page to Development Agreement (City Place Santa Clara)*]

ACKNOWLEDGMENT

State of New York)
) ss.
County of New York)

On the 9th day of August in the year 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth A. Himmel personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(Notarial Seal)

Yvette Schlesinger
Notary Public

YVETTE SCHLESINGER
Notary Public, State of New York
No. 01SC6175100
Qualified in New York County
Commission Expires October 1, 2019

EXHIBIT A

PROJECT SITE

All that real property situate in the City of Santa Clara, County of Santa Clara, State of California, described as follows

BEGINNING at the Southwest corner of that certain parcel designated as, "Remainder 1", on that certain Parcel Map recorded in Book 737 of Maps, at Pages 1 through 4, Santa Clara County Records; thence along the Southeasterly boundary of said Remainder 1, and Parcel 2 as shown on said map

1. North 70° 48' 54" East, 800.92 feet, to the common Southerly corner of Parcels 2 and 4 as shown on said map; thence along the Westerly and Northerly boundaries of said Parcel 4 the following eight courses
2. North 8° 10' 00" West, 1070.36 feet, to an angle point; thence
3. North 5° 35' 14" West, 191.73 feet, to the beginning of a tangent curve to the right; thence
4. Along said curve to the right, having a radius of 109.99 feet, through a central angle of 73° 36' 48", and an arc length of 141.32 feet to the end of said curve; thence
5. North 68° 01' 34" East, 247.17 feet, to the beginning of a tangent curve to the right; thence
6. Along said curve to the right, having a radius of 159.99 feet, through a central angle of 63° 38' 58", and an arc length of 177.73 feet to the end of said curve; thence
7. South 48° 19' 28" East, 120.04 feet, to the beginning of a tangent curve to the left; thence
8. Along said curve to the left, having a radius of 16.00 feet, through a central angle of 65° 46' 18", and an arc length of 18.37 feet to the end of said curve; thence
9. North 65° 54' 14" East, 452.69 feet, to the Northeast corner of said Parcel 4, at a point on the Westerly boundary of the lands of the Union Pacific Railroad Company (UPRR); thence
10. North 62° 36' 04" East, 50.00 feet, to the Easterly boundary of the lands of the UPRR, also being the Southwesterly sideline of Lafayette Street; thence along said common boundary
11. North 27° 23' 56" West, 383.89 feet, to the Southeasterly boundary of an abandoned portion of the former Santa Clara Alviso Road as said abandonment is shown on the Record of Survey filed in Book 613 of Maps, at Pages 16 through 19, Santa Clara County Records; thence along said Southeasterly boundary
12. North 62° 36' 04" East, 60.00 feet, to the Southeast corner of said abandonment as shown on said map, also being a Southerly corner of the lands of the State of California as shown in Parcel 6-First of the Final Order of Condemnation recorded in Book 4820, at Page 641, Santa Clara County Records; thence along the Southerly boundary of said Parcel 6-First the following five courses

13. North 18° 41' 34" West, 324.57 feet to an angle point; thence
14. North 4° 49' 01" West, 291.65 feet to an angle point; thence
15. North 76° 46' 00" East, 367.73 feet to the beginning of a tangent curve to the left; thence
16. Along said curve to the left, having a radius of 300.00 feet, through a central angle of 47° 19' 56", and an arc length of 247.83 feet to the end of said curve; thence
17. North 29° 26' 04" East, 115.92 feet to the Westerly most corner of the land granted to the State of California by Grant Deed recorded in Document No. 13607857, Official Records of Santa Clara County; thence along the Southerly boundary of said lands, along a non-tangent curve to the right, from a tangent that bears North 66° 06' 21" East
18. Along said curve to the right, having a radius of 987.00 feet, through a central angle of 0° 21' 48", and an arc length of 6.26 feet to a tangent compound curve to the right; thence
19. Along said curve to the right, having a radius of 1987.00 feet, through a central angle of 7° 36' 13", and an arc length of 263.69 feet to the end of said curve; thence
20. North 82° 36' 47" East, 359.94 feet to an angle point; thence
21. North 79° 54' 20" East, 63.77 feet to a point on the Southwesterly boundary of Parcel 1 of the lands conveyed to the Santa Clara County Flood Control and Water District by Grant Deed recorded in Book 0346, at Page 667, Santa Clara County Records; thence along the Southwesterly boundary of said lands
22. South 12° 32' 21" East, 124.61 feet, to the beginning of a tangent curve to the left; thence
23. Along said curve to the left, having a radius of 1204.94 feet, through a central angle of 22° 10' 15", and an arc length of 466.25 feet to the end of said curve; thence
24. South 34° 42' 36" East, 627.28 feet, more or less, to the general Westerly boundary of Parcel 1 of the deed recorded in Book 7888, at Page 224, Santa Clara County Records; thence along the Westerly boundary of said last-mentioned Parcel 1
25. South 38° 48' 48" West, 2.93 feet, more or less, to an angle point; thence
26. South 22° 11' 12" East, 158.39 feet, to an angle point; thence
27. South 54° 41' 12" East, 108.85 feet, more or less, to the Northerly most corner of Parcel 2 of the lands conveyed to the Santa Clara County Flood Control and Water District by Grant Deed recorded in Volume 0346, at Page 667, Official Records of Santa Clara County; thence along the Southwesterly boundary of said Parcel 2
28. South 34° 42' 36" East, 1676.65 feet, more or less, to the Southwest corner of said Parcel 2, also being the Northeast corner of Lot 19 of that certain Parcel Map recorded in Book 368 of Maps, at Pages 14 and 15, Santa Clara County Records; thence along the Northwesterly boundary of said Lot 19 and said Parcel Map the following four courses
29. North 84° 23' 47" West, 47.65 feet to an angle point; thence
30. South 23° 19' 21" East, 7.40 feet to an angle point; thence
31. North 84° 25' 47" West, 139.94 feet to an angle point; thence

32. South 68° 35' 42" West, 1603.17 feet to the Westerly most corner of said Parcel Map, at the Northeasterly sideline of Lafayette Street; thence perpendicularly across the Right of Way of Lafayette Street and the Union Pacific Railroad (UPRR)

33. South 62° 36' 04" West, 139.99 feet to the Westerly sideline of the UPRR; thence along said Westerly sideline

34. South 27° 23' 56" East, 1122.18' feet to the intersection of said Westerly sideline with the Northerly sideline of Tasman Drive as said intersection is shown on the Record of Survey map recorded in Book 345 of Maps, at Pages 1 through 8, Santa Clara County Records; thence leaving the Westerly sideline of the UPRR, and along said Northerly sideline the following five courses

35. South 62° 58' 45" West, 60.69 feet to an angle point; thence

36. South 49° 35' 12" West, 172.69 feet to an angle point; thence

37. South 55° 17' 27" West, 403.61 feet to an angle point; thence

38. South 62° 59' 29" West, 162.15 feet to the beginning of a tangent curve to the left; thence

39. Along said curve to the left, having a radius of 2920.84 feet, through a central angle of 1° 47' 48", and an arc length of 91.59 feet to the Easterly most corner of Parcel 2 of the Grant for Right of Way Purposes recorded in Document No. 21195719, Santa Clara County Records; thence along the Northerly boundary of said Parcel 2 the following five courses

40. South 63° 11' 39" West, 150.97 feet to an angle point; thence

41. South 63° 10' 24" West, 14.76 feet to an angle point; thence

42. South 60° 42' 14" West, 120.03 feet to an angle point; thence

43. South 46° 39' 25" West, 41.19 feet to an angle point; thence

44. South 60° 42' 14" West, 203.54 feet, more or less to the Southeast corner of the Easement for Parking Purposes as shown in Parcel Three of the lease agreement recorded in Document No. 18721549, Santa Clara County Records; thence along the Easterly sides of said Parcel Three the following three courses

45. North 26° 03' 52" West, 394.25 feet to an angle point; thence

46. South 63° 56' 08" West, 15.50 feet to an angle point; thence

47. North 26° 03' 52" West, 59.36 feet to the Northerly most corner of said Parcel Three; thence along the Northwesterly line of said Parcel Three

48. South 63° 56' 08" West, 382.83 feet to the Northeasterly boundary of the lands granted to the Santa Clara Valley Water District by Grant Deed recorded in Book I 288, at Page 241, Santa Clara County Records; thence along said Northeasterly boundary and along the Northeasterly boundary of the lands granted to the Santa Clara Valley Water District by Grant Deed recorded in Book B 811, at Page 392, Santa Clara County Records

49. North 30° 38' 56" West, 530.37 feet to the beginning of a tangent curve to the left; thence

50. Along said curve to the left, having a radius of 686.06 feet, through a central angle of 26° 15' 54", and an arc length of 314.50 feet to the end of said curve; thence

51. North 56° 54' 50" West, 950.10 feet, to the Easterly sideline of Great America Parkway, as shown on the Record of Survey map recorded in Book 345 of Maps, at Pages 1 through 8, Santa Clara County Records; thence along said Easterly sideline

52. North 1° 58' 31" East, 340.86 feet to the POINT OF BEGINNING.

EXCEPTING therefrom any portion of the above-described lands that are within the Right of Ways of Lafayette Street, Great America Way or the Union Pacific Railroad.

Containing 238.57 acres, more or less.

Description prepared by BKF Engineers, in June, 2016.

Signed David Darling 6/08/2016
Date

PROFESSIONAL LAND SURVEYOR
DAVID S. DARLING
L.S. 7625
STATE OF CALIFORNIA

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	109.99	73°36'48"	141.32
C2	159.99	63°38'58"	177.73
C3	16.00	65°46'18"	18.37
C4	300.00	47°19'56"	247.83
C5	987.00	0°21'48"	6.26
C6	1987.00	7°36'13"	263.69
C7	1204.94	22°10'15"	466.25
C8	2920.84	1°47'48"	91.59
C9	686.06	26°15'54"	314.50

LINE TABLE		
LINE	BEARING	LENGTH
L1	N05°35'14"W	191.73
L2	N68°01'34"E	247.17
L3	S48°19'28"E	120.04
L4	N65°54'14"E	452.69
L5	N62°36'04"E	50.00
L6	N27°23'56"W	383.89
L7	N62°36'04"E	60.00
L8	N18°41'34"W	324.57
L9	N04°49'01"W	291.65
L10	N76°46'00"E	367.73

LINE TABLE		
LINE	BEARING	LENGTH
L11	N29°26'04"E	115.92
L12	N82°36'47"E	359.94
L13	N79°54'20"E	63.77
L14	S12°32'21"E	124.61
L15	S38°48'48"W	2.93
L16	S22°11'12"E	158.39
L17	S54°41'12"E	108.85
L18	N84°23'47"W	47.65
L19	S23°19'21"E	7.40
L20	N84°25'47"W	139.94
L21	S62°36'04"W	139.99
L22	S62°58'45"W	60.69
L23	S49°35'12"W	172.69
L24	S55°17'27"W	403.61
L25	S62°59'29"W	162.15
L26	S63°11'39"W	150.97
L27	S63°10'24"W	14.76
L28	S60°42'14"W	120.03
L29	S46°39'25"W	41.19

BASIS OF BEARINGS

NAD83 California Coordinate System, Zone 3 grid bearing base obtained by GPS measurements.

All measured distances as shown on this map are grid distances. Multiply by 1.00005310 to obtain ground level distances.

EXHIBIT B
CITY PLACE PROJECT SITE

LINE	BEARING	LENGTH
L30	S60°42'14"W	203.54
L31	N26°03'52"W	394.25
L32	S63°56'08"W	15.50
L33	N26°03'52"W	59.36
L34	S63°56'08"W	382.83
L35	N30°38'56"W	530.37
L36	N01°58'31"E	340.86

BKF
ENGINEERS / SURVEYORS / PLANNERS

1730 N. FIRST STREET
SUITE 600
SAN JOSE, CA 95112
408-467-9100
408-467-9199 (FAX)

Subject EXHIBIT B
CITY PLACE – PROJECT SITE
Job No. 20156041
By DSD Date 6-08-16 Chkd. DRT
SHEET 1 OF 1

EXHIBIT C

Development Fees

In accordance with Section 3 of the Development Agreement, the only Development Fees currently applicable to the Project are the Development Fees listed in this Exhibit C (the "Existing Development Fees").[1] The Existing Development Fees shall be payable at the rates set forth in this Exhibit C, and unless otherwise specified herein, any future increase in Existing Development Fees and any new Development Fees set forth in this Exhibit C shall be subject to the limitations set forth in Section 3.3 of the Development Agreement. In addition to the Development Fees set forth in this Exhibit C, Developer shall be responsible for the Exactions as more particularly set forth in Section 4 of the Development Agreement.

Fee Description	Section Reference	Fee Calculation	Implementation
Local Traffic Impact Fee	SCCC 17.15.330 Development Agreement Section 3.4	Residential: $0 Office: $1.00 per s.f. Hotel: $400 per hotel room. Retail: $0	To be paid in accordance with Section 3.4 of the Development Agreement.
Regional Traffic Fees	Development Agreement Section 3.5	Residential: $.50 Office: $1.00 per s.f. Hotel: $0 per hotel room. Retail: $0	To be paid in accordance with Section 3.5 of the Development Agreement; fixed for Term of Development Agreement.
Dwelling Unit Tax	Revenue and Finance Code Section 3.15.020	$15.00 for each dwelling unit containing not more than one bedroom, plus $5.00 for each additional	To be paid by or on behalf of Developer in accordance with

[1] Development Fees do not include fees charged by government agencies other than the City, such as the school facilities impact fee pursuant to Government Code Section 65995, et seq.

Fee Description	Section Reference	Fee Calculation	Implementation
	Development Agreement Section 4.3.4	bedroom contained therein (up to $50.00 per unit).	SCCC Code Section 3.15.020, to be credited toward City Costs in accordance with Section 4.3.4.
Electric Utility Improvement Fees	17.15.210(b); Table II-A Development Agreement Section 3.2	Electric Utility Improvements – Residential Underground: $1,234.08/unit Electric Utility Improvements – Commercial Underground: [see Load Development Fee] Meters: $0 Load Development Fee: $$111.73/KVA	To be paid in accordance with the requirements of Section 17.15.210(b).
Street Lighting Fee	17.15.210(d) Development Agreement Section 3.2	$21.23 per front foot (if applicable)	As part of the Project, Developer is obligated to install certain overhead and underground street lighting poles and luminaires ("street lights") serving the Project. In recognition that Developer, and not City, will be installing or replacing most street lights within and fronting the Project, the Street Lighting Fee shall only apply to each linear foot of frontage that retains (and does not replace) existing street lights previously installed by the City.

Fee Description	Section Reference	Fee Calculation	Implementation
Water Utility Fee (New Facilities)	17.15.210; Table II(k) Development Agreement Section 3.2	$80.00 per front foot (if applicable)	As part of the Project, Developer is obligated to install certain water utility facilities serving the Project that will replace existing water mains and/or would otherwise be the City's obligation to construct under Section 17.15.210 (collectively, "Water Utility Facilities"). In recognition that Developer, and not City, will be installing or replacing most of the Water Utility Facilities as part of the Project, the Water Utility Fee shall only apply to each linear foot of frontage that will either retain (and not replace) existing Water Utility Facilities previously installed by the City, or that will be served by new Water Utility Facilities installed by the City.
Existing Water Mains Charge	17.15.260; Table IV(h) Development Agreement Section 3.2	$80.00 per front foot.	As part of the Project, Developer will be replacing certain existing off-site water utility facilities (the "Replacement Water Mains"). In recognition thereof, the Existing Water Mains Charge under Table IV(h) shall only apply to each linear foot of

Fee Description	Section Reference	Fee Calculation	Implementation
			frontage that utilizes the existing water mains previously installed by the City. However, because Developer may also be replacing and/or upgrading certain off-site water mains previously installed by the City (or funding those costs), Developer shall receive a credit against any future Existing Water Mains Charges due and payable (to be memorialized in a letter from City to Developer) in an amount equal to the cost paid by Developer for the replacement or upgrade of such off-site water mains.
Existing Storm Drains and Sanitary Sewers	17.15.260; Table IV(i)(j)	Sanitary Sewers: $0.00 Storm Drains: $0.00	The fees for existing storm drains and sanitary sewers shown on Table IV are covered under the Storm Drain Outlet Charge and the Sanitary Sewer Outlet Charge; therefore, no fee is due under Table IV(i) or (j)
Street Improvement Fees	17.15.130 Development Agreement Section 3.2	Street Improvements: $186.20 per frontage foot (commercial) $87.70 per frontage foot (residential) Sidewalk Improvements: $12.80 per square foot Street Curbing Improvements: $32.00 per front foot	As part of the Project, Developer is obligated to install certain street improvements that would otherwise be the subject of street improvement fees under Section 17.15.130 (collectively, "Street Improvements"). In

Fee Description	Section Reference	Fee Calculation	Implementation
			recognition that Developer, and not City, will be installing or replacing most Street Improvements fronting the Project, the Street Improvement Fees shall only apply to each linear foot of frontage that retains (and does not replace) existing street improvements previously installed by the City.
Sanitary Sewer Connection Charge (Sewage Treatment Plant Expansion Connection Charge)	17.15.220(e)(f); Table V.A Development Agreement Section 3.2	Residential: $1,140 per dwelling unit. Nonresidential (and Residential if an On-Site Treatment Facility is provided): $4.30 per gallon per day of sanitary sewer discharge (as calculated by the City using the Santa Clara Water Pollution Control Plant – Specific Use Codes and Sewage Coefficient Table)	Subject to an agreement with the San Jose/Santa Clara Water Pollution Control Plant, the per-gallon, per-day charge specified for nonresidential land uses shall also apply for residential development within a Phase if, at the time the charge is due, there exists an onsite recycled water treatment facility (any such facility, an "On-Site Treatment Facility") to serve the Phase or the City has issued a building permit for the construction thereof. The Sanitary Sewer Connection Charge shall be calculated using the Santa Clara Water Pollution Control Plant – Specific Use Codes and Sewage Coefficient Table

Fee Description	Section Reference	Fee Calculation	Implementation
			(based on gallons per day per square foot of land use) less the estimated number of gallons of sewer flow projected to be diverted from the Santa Clara Water Pollution Control Plant by the On-Site Treatment Facility (such calculation being the "Assigned Capacity"). Assigned Capacity may be adjusted from time to time in accordance with SCCC Section 17.15.220(f) except that Developer will be entitled to receive a credit against future Sanitary Sewer Connection Charges if the adjustment shows that discharge volumes are less than the Assigned Capacity. City and Developer shall work cooperatively with the San Jose/Santa Clara Water Pollution Control Plant to memorialize and implement the Sanitary Sewer Connection Charge for the Project consistent with the foregoing principles.
Sanitary Sewer Outlet Charge (for Sewer Conveyance)	17.15.220(c)(f); Table II(m) Development	Residential: $4,218 per dwelling unit. Nonresidential (and Residential if an On-Site Treatment Facility is provided): $8.60 per gallon per	The applicable fees would apply unless a reduction is determined appropriate by the City in accordance with this

Fee Description	Section Reference	Fee Calculation	Implementation
	Agreement Section 3.2	day of sanitary sewer discharge (as calculated by the City using the Santa Clara Water Pollution Control Plant – Specific Use Codes and Sewage Coefficient Table)	section. If, at the time the charge is due, there exists an On-Site Treatment Facility to serve the Phase or the City has issued a building permit for the construction thereof, the City, working cooperatively with Developer, will make a determination as to whether and to what extent the On-Site Treatment Facility would reduce the need for sewer conveyance facilities that would otherwise be installed by the City. Based upon such determination, the fee may be equitably reduced as reasonably determined by the City, working cooperatively with the Developer.
Storm Drainage Outlet Charge	17.15.220(b); Table II(o) Development Agreement Section 3.2	$6,246 per net acre	As part of the Project, Developer may install (or fund the City's installation of) certain offsite storm drainage improvements serving the Project. In recognition thereof, Developer shall receive a credit against any future Storm Drainage Outlet Charges due and payable (to be memorialized in a letter from City to Developer) in an

Fee Description	Section Reference	Fee Calculation	Implementation
			amount equal to the cost paid by Developer for such offsite storm drainage improvements, not to exceed the amount of the Storm Drainage Outlet Charges that would otherwise be due.
Sanitary Sewer Outlet Charge	17.15.220(c); Table II(m) Development Agreement Section 3.2	Residential: the greater of $367.00 per unit or $6,246 per net acre Nonresidential: $6,246 per net acre	The applicable fees would apply unless a reduction is determined appropriate by the City in accordance with this section. If, at the time the charge is due, there exists an On-Site Treatment Facility to serve the Phase or the City has issued a building permit for the construction thereof, the City, working cooperatively with Developer, will make a determination as to whether and to what extent the On-Site Treatment Facility would reduce the need for sanitary sewer outlet facilities that would otherwise be installed by the City. Based upon such determination, the fee may be equitably reduced as reasonably determined by the City, working cooperatively with the Developer.

102016460.10

EXHIBIT D

PARK AMENITY AND DESIGN STANDARDS

[attached]

City of Santa Clara

Parks & Recreation Department

Park Amenity & Design Standards

The City of Santa Clara Parks & Recreation design standards were developed by the Department of Parks & Recreation. The goal of the 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 will cover a wide range of park elements, identifying specific product types, materials and installation practices.

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.

The production of the City Park standards meets the following three objectives:

- The use of easily maintained, safe and consistent components implemented city wide.
- A document that clearly represents the City's standard parks components.
- Park facilities and amenities that incorporate the City's branding initiative.

Each section (chapter) may include text, images, and detail to clearly communicate the City's Park standards. Information in this document is not intended to replace or function as project specifications, construction documents, or contract documents. Construction plans and contract scope of service shall include all necessary details and specifications.

The design standards include:

- Chapter 1—Standard Park Amenities
- Chapter 2—Irrigation
- Chapter 3—Plant Palette
- Chapter 4—Ball Fields
- Chapter 5—Playgrounds
- Chapter 6—Play Courts (In progress)
- Chapter 7—Miscellaneous (In progress)
- Chapter 8—New Public Park Design, Review & Approval Process

These standards may be superseded at any time by publication of new standards.

For further information or guidance, please contact:

City of Santa Clara
Parks & Recreation Department
1500 Warburton Avenue
Santa Clara CA 95050
(408) 615-2260

Chapter 1 – Standard Park Amenities

Section 1—BARBEQUE GRILLS

1. DEFINITION
   A. The purpose of this guideline is to establish minimum standards for barbeque grills and their installation.

2. STANDARD
   A. One individual barbecue is required per two picnic tables.
   B. A group size barbecue can be shared by four picnic tables.

3. ACCESSIBILITY
   A. All barbecues shall be accessible to persons with disabilities.

4. APPLICATION
   A. This section includes the following:
      1) Barbeque Grill Type
      2) Manufacturer
      3) Installation

5. SMALL BARBEQUE GRILL – NEIGHBORHOOD PARKS
   A. The manufacturer: Kay Park Recreation Corporation.
   B. Pedestal Grill—product number SB16NP. No substitutions are allowed.
   C. Installation—poured in place concrete footing. The Pedestal Grill has a 20 x 15 inch grill surface. The depth of the hole must be 30 inches and the diameter 10 inches. Installation method and technique shall be according to the manufacturer's guidelines.

6. LARGE BARBEQUE GRILL – NEIGHBORHOOD PARKS
   A. The manufacturer: Kay Park Recreation Corporation.
   B. Surface Mount Grill—Product number SPD450IG. The Surface Mount Grill has a 38 x 36 inch grill surface. No substitutions may be allowed upon approval by the Director of Parks & Recreation or his/her designee.
   C. Installation—poured in place concrete footing. The depth of the hole must be 24 inches with an 18 inch diameter. Installation method and technique shall be according to the manufacturer's guidelines.

Section 2 – DRINKING FOUNTAINS

1. DEFINITION
   A. The purpose of this guideline is to establish minimum standards for drinking fountains and their installation.

2. APPLICATION
   A. This section includes the following:
      1) Manufacturer
      2) Water Fountain Type
      3) Installation
   B. Wall Mounted Drinking Fountain
   C. The manufacturer:
      1) Haws Corporation
      2) Dual height wall mounted, 14-gauge stainless steel drinking fountain with No. 4 satin finish. Product Number: 1119.14. Substitutions may be allowed upon approval by the Director of Parks & Recreation or his/her designee.
      3) Installation method and technique shall be according to the manufacturer's guidelines.
   D. Barrier Free Pedestal Drinking Fountain
      1) The manufacturer: Haws Corporation
      2) Barrier free pedestal drinking fountain with satin finish stainless steel bowl and green powder coated galvanized steel pedestal. Product Number: 3380. Substitutions may be allowed upon approval by the Director of Parks & Recreation or his/her designee.
      3) Installation method and technique shall be according to the manufacturer's guidelines.

3. FEATURES
   A. ADA accessible
   B. Dual height

Section 3 - PARK BENCHES & PICNIC TABLES

1. DEFINITION
   A. The purpose of this guideline is to establish minimum standards for park benches, picnic tables, and their installation.

2. STANDARD
   A. Benches are required at playgrounds to person with disabilities.

3. ACCESSIBILITY
   A. All benches shall be accessible to person with disabilities.

4. APPLICATION
   A. This section includes the following:
      1) Manufacturer
      2) Park Bench Type
      3) Installation
   B. Park Bench—with back support
      1) The manufacturer: Dumor Incorporated
      2) Heavy duty bench with back support and two arm rests. Product Number: Bench 58. Substitutions may be allowed upon approval by the Director of Parks & Recreation or his/her designee.
      3) Installation method and technique shall be according to the manufacturer's guidelines.
   C. Park Bench—backless
      1) The manufacturer: Dumor Incorporated
      2) Heavy duty bench without back support or arm rests. Product Number: Bench 92. Substitutions may be allowed upon approval by the Director of Parks & Recreation or his/her designee.
      3) Installation method and technique shall be according to the manufacturer's guidelines.
   D. Picnic Tables (Round)—ADA Accessible and with Game Board Option
      1) The manufacturer: Quick Crete Products Corp.
      2) Round Precast concrete picnic tables with beveled edges. Tables are ADA accessible. Product Number: examples include, QR42FC, QR42FC3. Substitutions may be allowed upon approval by the Director of Parks & Recreation or his/her designee.
      3) Installation method and technique shall be according to the manufacturer's guidelines.
   E. Picnic Tables (Square or Rectangular)—ADA Accessible with Game Board Option
      1) The manufacturer: Quick Crete Products Corp.
      2) Rectangular Precast concrete picnic tables with beveled edges. Tables are ADA accessible. Product Number: examples include, QLBT72PT, QS42FC3. Substitutions may be allowed upon approval by the Director of Parks & Recreation or his/her designee.
      3) Installation method and technique shall be according to the manufacturer's guidelines.

Section 4 – PARK RESTROOMS

1. DEFINITION
   A. The purpose of this guideline is to establish minimum standards for park restrooms. The Restroom building shall be custom designed and built at the designated park site to serve the specific program needs of the particular site.

2. STANDARD
   A. Restrooms are required serve to person with disabilities.
   B. The number of fixtures will typically follow the plumbing code once an occupant load of the park and programmed facilities has been calculated; this may be required at plan check. If a formal occupancy load has not been calculated for the park, or for programmed and informal areas of a park, such as unspecified multi-use or general use athletic fields, then a minimum of three toilets/urinals per gender for up to two (2) athletic fields is necessary. If the facility is a multi-field sports complex with 3 or more fields, then the number required may be increased to fully serve the intended load/capacity of the facility.
   C. Restroom Standard Loads/Fixtures

Male Occupancy	Quantity of water closet(s) & urinal(s)	Female Occupancy	Quantity of water closet(s)
1-100	1+1	1-25	1
		26-50	2
		51-100	3
101-200	2+2	101-200	4
201-400	3+3	201-300	6
		301-400	8
400+	1 fixture each per 500 additional	400+	Add 1 fixture per 125 additional

3. APPLICATION
   A. This section includes the following by fixture:
      1) Manufacturer
      2) Fixture type
      3) Installation

B. Toilet
   1) The manufacturer: American Standard Inc.
   2) AFWALL FloWise Elongated Flushometer Toilet. Product Number: 2257.001. High efficiency low consumption toilet. Operated from 1.1gpf to 1.6gpf. Substitutions may be allowed upon approval by the Director of Parks & Recreation or his/her designee.
   3) Installation method and technique shall be according to the manufacturer's guidelines.
C. Flushometer
   1) The manufacturer: Sloan
   2) Flush valve for AFWALL FloWise Elongated Flushometer Toilet. Product Number: G2 Optima Plus. Substitutions may be allowed if flush valve is fully compatible with the specified toilet and upon approval by the Director of Parks & Recreation or his/her designee.
   3) Installation method and technique shall be according to the manufacturer's guidelines.
D. Urinal
   1) The manufacturer: American Standard Inc.
   2) WASHBROOK FloWise Universal Urinal. Product Number: 6590.001. Ultra high efficiency low consumption urinal. Operated from 0.125gpf to 1.0gpf. Substitutions may be allowed upon approval by the Director of Parks & Recreation or his/her designee.
   3) Installation method and technique shall be according to the manufacturer's guidelines.
E. Urinal Flushometer.
   1) The manufacturer: Sloan.
   2) ECOS Single Flush and Dual Flush Flushometer. Substitutions may be allowed if flush valve is fully compatible with the specified toilet and upon approval by the Director of Parks & Recreation or his/her designee.
   3) Installation method and technique shall be according to the manufacturer's guidelines.
F. Faucet
   1) The manufacturer: Chicago Faucets Inc.
   2) HyTronic Contemporary Sink Faucet with Dual Beam Infrared Sensor. Product Number: 116.212.AB.1. Single-hole contemporary electronic integral spout 0.5gpm. Substitutions may be allowed upon approval by the Director of Parks & Recreation or his/her designee.
   3) Installation method and technique shall be according to the manufacturer's guidelines.
G. Sink/Lavatory
   1) The manufacturer: American Standard.
   2) Lucerne Wall Hung Lavatory. Product Number: 0356.041. Single Center faucet hole. D shaped bowl, wall hung sink. Substitutions may be allowed upon approval by the Director of Parks & Recreation or his/her designee.
   3) Installation method and technique shall be according to the manufacturer's guidelines.
H. Partitions
   1) The manufacturer: Bradley Corporation.
   2) Floor Mounted Overhead Braced Restroom Partitions. Product Number: Series 400 Sentinel. Options include stainless steel wrap around gravity hinge, stainless steel concealed slide latch, and continuous steel brackets. Substitutions may be allowed upon approval by the Director of Parks & Recreation or his/her designee.
   3) Installation method and technique shall be according to the manufacturer's guidelines.

I. Grab Bar
   1) The manufacturer: BOBRICK Washroom Equipment.
   2) 1.5 inch Diameter Stainless Steel Grab Bar with Snap Flange. Product Number: Series B-6806 Satin Finish. Placement and angle to be determined by Architect. Substitutions may be allowed upon approval by the Director of Parks & Recreation or his/her designee.
   3) Installation method and technique shall be according to the manufacturer's guidelines.

J. Mirrors
   1) The manufacturer: BOBRICK Washroom Equipment.
   2) Mirror with Stainless Steel Channel Frame. Product Number: Series B-1656. Tempered Glass 24 x 36 inch mirror. Substitutions may be allowed upon approval by the Director of Parks & Recreation or his/her designee.
   3) Installation method and technique shall be according to the manufacturer's guidelines.

Section 5 – TRASH CANS

1. FEATURES
   A. All trash receptacles shall be accessible to persons with disabilities and located immediately adjacent to an accessible path of travel.

2. STANDARD
   A. Sufficient number of trash receptacles shall be provided to serve the users of the park along the path of travel and/or a convenient distance from a major park amenity, but no less than one for each park.

3. INSTALLATION
   A. At least one trash receptacle shall be located within convenient proximity of each:
      1) Park building including community center and/or restroom.
      2) Picnic area
      3) Playground area
      4) Athletic fields and sports courts
      5) Entry into the park from the parking area

Section 6 – SIGNAGE

1. DEFINITION
   A. The purpose of this guideline is to establish minimum standards for park signage which includes way-finding.
   B. All signs used in public park areas should have a cohesive design theme consistent with City standards and which incorporate current City branding.

2. DESIGN STANDARD
   A. Park signage includes:
      1) Directional signs to the public park (way-finding)
      2) Entry monument signs that designate the park name. Two alternatives are available:
         a. Rectangular concrete sign with City seal and inset letters.
         b. The traditional City Park Sign with brown wood plank with yellow inset letters
      3) Directory or way finding sign with map(s)
      4) Intra-park directional signage
      5) Park amenity signs

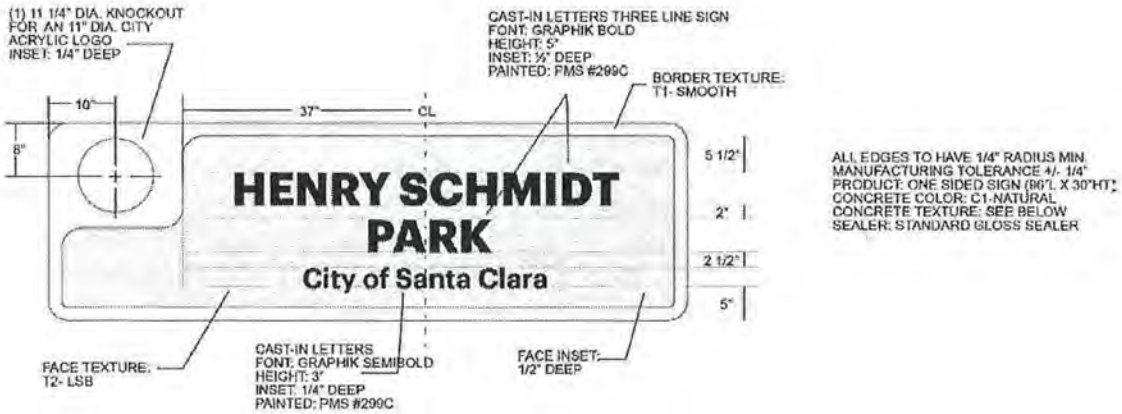
3. APPLICATION
   A. The Park name sign and/or monument sign should be visible from multiple angles and associated with public access from public right of way near a major intersection or point of access and have visual prominence.
   B. The park name sign must not be obscured by plants or utility boxes.
   C. The City seal is required to be on the park name sign and/or the entry monument sign.
   D. Any use of the City seal must be approved in advance by the City Manager's Office.
   E. Coordinate an inspection date & time with Deputy Parks & Recreation Director. Inspection to be conducted by Deputy Parks & Recreation Director, or designee.
      1) Review accuracy of construction
      2) Do not proceed with the work until unsatisfactory conditions have been corrected.

4. QUALITY ASSURANCE
   A. Information herein contained indicates the types of materials and the quality of workmanship full compliance with the established City signage standard.
   B. The work covered under this section includes supplying and installing all materials and equipment required for park signage.

5. MATERIALS
   A. Concrete sign (see Attachment 1.0)
   B. Beveled on all eight (8) edges above monument base.
      1) 30"h, 96"w, 6"d

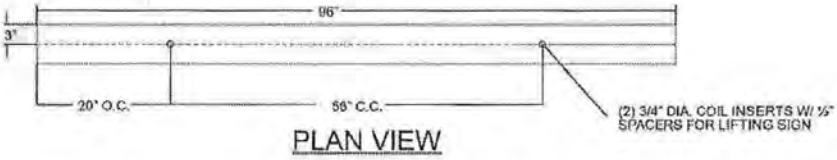
2) . Emblem 11" diameter affixed with vandal proof screw in center.
   a. Park sign letters 6"h recessed 1/2"
   b. City letters 3.25"h recessed 1/4"
   c. Recessed field area 1/2" deep
   d. Border top, right side, bottom 2"
   e. Border at city emblem 20"w, 16" h
   f. Two holes @ 56" oc equally spaced (28" from center) with threaded acme nut embedded into concrete top and bottom for lifting eye on top and anchor rod on bottom.
   g. Finish smooth top, sides and bottom, sign field is a light exposed aggregate.
   h. Back of sign is sanded finish.
   i. All edges are have a finished radius 3/8"
   j. Contact City for current fonts to match current City branding and logos.
   k. Sign base 12" h, 84"w, 12"d
   l. Mow band 36"d, 108"w

C. Wood Sign
   a. Sign board 2x12x96 (1.5x11 nominal)
   b. Rot resistant wood (cedar, redwood, etc.)
   c. Corners radius 6"
   d. Letters all caps 5.5"h
   e. Posts 6x6x50" (5.5x5.5x60 nominal)
   f. Top of post chamfered 1" all four edges
   g. Upper sign mounted 5" from top of post to top edge of sign
   h. Lower sign mounted 20" from top of post to top edge of sign
   i. Posts added depth of one inch to accept sign
   j. Edges of signs radius 1/2" front and back
   k. Mow band 30" d, 120"w
   l. Sign surface mounted to H-bracket embedded into concrete
   m. H-bracket 4"×24"×1/4"
   n. Sign boards mounted to posts using 4 carriage bolts (3/8" x 5") and the nut is at the back of the post.
   o. Nut recessed into the post to avoid injuries.
   p. Bolts should be flush with back of post.
   q. Posts should be 6' apart and evenly spaced off the center line of the mow band
   r. Paint Color—Entire sign has to be primed.
   s. Color of letters—Olympic (a yellow).
   t. Color of the stain—(Oxford Brown).

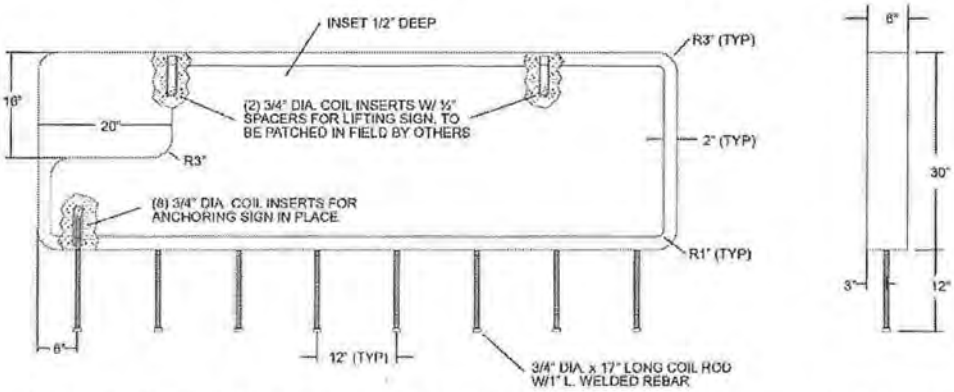


FRONT ELEVATION VIEW THREE LINE SIGN

FRONT ELEVATION VIEW TWO LINE SIGN



PLAN VIEW



ELEVATION VIEW SIDE VIEW

Chapter 2 – Irrigation

Section 1—GENERAL IRRIGATION

1. DEFINITION
   A. The purpose of this guideline is to establish minimum standards for general irrigation in parks and park facilities with athletic fields.

2. SCOPE: The Work of this Section shall consist of furnishing all labor, materials, equipment, appliances and services necessary for the execution and completion of all **Irrigation Work** as shown on the Plans and as described in the Standards including, but not necessarily limited to, the following:

   A. Provide complete operating irrigation systems;
   B. Installation of new and refurbishment of existing irrigation systems as necessary to provide complete operating irrigation systems for all planting areas within the Work Limits.
   C. 120 volt electrical service for and connection to the controller.
   D. Irrigation Controller within lockable Controller Enclosure as designated on the Approved Plans.
      1. Controller Enclosure Shall be stainless steel, sized to fit the controller and the other electrical components, irrigation controller electrical pedestal shall be stainless steel enclosure, or City approved equal where applicable.
   E. Coordination with Work of other Sections and/or City Inspectors,
   F. Sleeving.
   G. Testing.
   H. Clean-up.
   I. As-Builts by means of Global Positioning System (GPS).
   J. Replacements, Repairs, Guarantees and Warranty Work.

3. STANDARDS
   A. The irrigation design must include a holistic approach to landscape maintenance and management with the aim of conserving water and applying drought control techniques. The preference of irrigation water source should be in the following priority order:
      1. Recycled Water (whenever connection to recycled water supply line is available and/or feasible)
      2. Potable Water
   B. Drip irrigation should be included in the irrigation design wherever and whenever applicable.
   C. The irrigation design must provide for the separation of irrigation zones and sprinkler type based on the water requirements of the plants.
   D. The work covered under this section includes supplying and installing all materials and equipment required for a complete operational automatic irrigation system.

E. The information herein contained indicates the types of materials and the quality of workmanship to ensure maximum efficacy of the irrigation system.
F. Completion of work shall mean the full and exact compliance and conformity with all the provisions of the Contract Documents.

4. SUBMITTALS
   A. Provide manufacturer's product data sheets for each item specified.
   B. Due to maintenance and repair issues, there shall be no substitutions for the materials listed in Parks and Recreation Specifications unless specifically authorized by the Director of Parks and Recreation or a designee.
   C. Product certificates shall be required by manufacturers for products not specifically named on plans, or Parks & Recreation Specifications certifying that each product furnished meets this specification, specifications shown on drawings.
   D. Materials List: Contractor shall submit a complete materials list for approval by the Public Works Landscape Inspector prior to performing any Work. Catalog data and full descriptive literature must be submitted whenever the use of items different than those specified is requested. Notarized certificate must be submitted by plastic pipe and fitting manufacturer indicating that material complies with the Project Specifications, unless material has been previously approved, and used on other projects by City. Material list shall be submitted using the following format:

Item	Description	Manufacturer	Model No.
1	Pressure Supply Line	Lasco	Sch. 40
2	Lawn Head	Rainbird	2400

   E. Provide a one year warranty from the date of Substantial Completion to cover all defective material and workmanship.

5. QUALITY ASSURANCE
   A. Landscape irrigation system installation shall only be performed by a firm that has a minimum of five (5) years full time experience with similar projects in the successful installation of underground landscape irrigation systems. The firm shall be state certified or a licensed subcontractor or a locally registered subcontractor in California. Crews shall be controlled and directed by a foreman who is thoroughly familiar with the type of materials being installed and the manufacturer's recommended methods of installation.
   B. Manufacturer's Qualifications:
      1. Employ only manufacturers with at least five (5) years' experience making the specified materials as a current catalog and regular production item.

6. DESIGN MODIFICATIONS
   A. Slight layout modifications may be made only as necessary to meet field conditions and only as acceptable to the Landscape Architect or the Architect. Piping shown on drawings is diagrammatically routed for clarity -route to avoid conflict with specimen plants and adjust as necessary to landscape construction.

B. Design Criteria:
   1. The Architect or Landscape Architect shall have the right, at any stage of the operations, to reject any and all work and materials, which, in their opinion, do not comply with the requirements of the Contract Documents. Such rejected work or material shall be immediately removed from the site and acceptable work or material substituted in its place.
   2. Contractor shall be responsible for verification at the site of all conditions and dimensions shown on the drawings prior to commencement of work.

7. AS-BUILT DRAWING/CLOSEOUT SUBMITTALS
   A. After completion of piping installation, the Contractor shall furnish to the Architect a reproducible "AS-BUILT" drawing showing all sprinkler heads, valves, and pipelines to reasonable scale, and provide a minimum of two dimensions taken from fixed obvious objects to point of connection, directional turns of all mainline piping, each automatic and manual control valve, and quick coupling valve. The plans shall be provided on or before the date of work review for provisional acceptance. GPS coordinates for each item listed below, shall be noted on the plans and recorded on Compact Disk (CD) in WR format, on an Excel spread sheet to City for approval.
   B. The Contractor shall also furnish a drawing showing a graphic representation of sprinkler zones and recommendations for controller time settings for each valve.
      1. Instruction sheets and parts lists covering all operating equipment shall be bound into folders and furnished to the Architect.
      2. Backflow preventer test report (passing).
   C. Show locations and depths of the following items:
      1. Point of connection, Water Meter and Backflow Assembly. (GPS)
      2. Routing of irrigation pressure lines (dimension maximum 100 feet along routing).
      3. Irrigation remote control valves, master valves filters, etc. (GPS)
      4. Quick coupling valves. (GPS)
      5. Routing of control wires.
      6. Controllers. (GPS)
      7. Flow Meters. (GPS)
      8. Related equipment (as may be directed).

8. INSPECTIONS
   A. Inspections will be required for:
      1. Pressure test of irrigation main line.
      2. System layout.
      3. Coverage test.
      4. Final inspection/start of maintenance.
      5. Final acceptance.
   B. Inspection Requests: Contractor shall notify the Public Works Landscape Inspector a minimum of 48 hours (two working days) in advance for all inspections including the following:
      1. Pressure supply line installation and testing
      2. System layout
      3. Coverage tests
      4. Final Inspection

C. Evidence of Inspection by Others: When inspections have been conducted by other than the Planning Inspector and the respective Parks Division Supervisor, Contractor shall show evidence of when and by whom these inspections were made.
D. Requirements for Inspection: No inspection is to commence without "record" prints available on the site. In the event Contractor calls for an inspection without up to date "record" prints, without completing previously noted corrections, or without preparing the system for inspection, the inspection may be canceled.
E. Closing in Un-inspected Work: Do not allow or cause any of the Work of this Section to be covered up or enclosed until it has been inspected, tested and approved by the Public Works Landscape Inspector.
F. Coverage test: When the irrigation system is completed, Contractor shall perform a coverage test in the presence of the Public Works Landscape Inspector to determine if the water coverage for planting areas is complete and adequate. The Public Works Landscape Inspector and the Parks Division Supervisor must accept this test before planting may commence.
G. Hydrostatic test:
    1. Prior to the installation of any valves, all pressure lines shall be tested under a hydrostatic pressure of 150 psi for a period of not less than two hours. Ball valves and pressure gauges shall be installed at all terminating ends of the mainline and the remainder of all points in between shall be capped and the line fully charged with water after all air has been expelled from the line.
    2. All hydrostatic tests shall be made in the presence of the Public Works Landscape Inspector or Inspector's designated representative. No pressure line shall be backfilled until it has been inspected, tested, approved in writing, and the mainline and valve locations have been noted on the "record" prints.
    3. Contractor shall furnish the necessary force pump and all other test equipment, and shall perform the test.

9. UTILITIES
    A. Prior to excavation, verify in the field the location and depth of all new and existing utilities including potable and/or recycled water mains, existing irrigation, existing pathway lighting wiring, sewer lines, storm drainage and other work that may be damaged by the Contractor's construction.

10. GUARANTEES
    A. The entire irrigation system, including all Work done under this Contract, shall be guaranteed against all defects and fault of material and workmanship. The Contractor shall furnish warranties, in writing, certifying that the quality and workmanship of all materials and installation furnished is in accordance with the Contract Documents, in accordance with the original manufacturer's warranties.
        1. The Contractor shall be responsible for the fulfillment of all manufacturers' warranties.
        2. The Contractor shall guarantee materials and workmanship for a period of one year from date of granting Substantial Completion by the City.
        3. The Contractor is responsible for protection of the work until the date of Final Completion.

4. Should any problem with the irrigation system be discovered within the guarantee period, it shall be corrected by Contractor at no additional expense to City within fourteen (14) calendar days of receipt of written notice from City.

11. MATERIALS
    A. Materials and equipment shall be new and shall operate at the manufacturer's published capacities.
    B. PIPE—Comply with the following unless otherwise indicated:
        1. Pressure supply lines 2 inches in diameter and up to 8 inches in diameter shall be either Class 315 solvent weld PVC.
        2. Pressure supply lines 1-1/2 inches in diameter and smaller shall be minimum schedule 40 PVC ASTM D-1785.
        3. All PVC lateral pipe shall be Schedule 40 ASTM D-1785 Polyvinyl Chloride, Type 1, NSF approved.
        4. All irrigation pipes shall be purple in color to prevent potential of cross contamination (potable & recycled waterlines).
        5. All crossings (sleeves) under paved areas shall be Schedule 40 PVC, ASTM D-1785.
        6. PVC socket fittings shall comply with ASTM D 1785, type 2, IPS, Schedule 40 NSF as manufactured by Sloan Manufacturing Co., or Lasco.

12. TURNOVER ITEMS
    A. Controller Charts
        1. "Record" prints must be approved by the Public Works Landscape Inspector before charts are prepared.
        2. Provide one controller chart for each automatic controller. The chart shall show the entire area covered by the controller, preferably in a single sheet. The chart shall be a reduced copy of the approved "record" print. Reduce the print to a size that is the maximum dimensions that will fit within the controller door without folding. If the controller sequence is illegible at this reduction scale, the chart may be provided as a "multi-sheet" chart to provide adequate legibility.
        3. Each control station on the Chart shall be marked with a different color to show its area of coverage.
        4. When completed and approved, the chart shall be hermetically sealed between two pieces of plastic, each piece being minimum 20 mils in thickness. The chart shall be installed in the controller enclosure using Velcro fasteners, and three different color grease pencils (red, black and blue) shall be provided in the enclosure for maintenance notations on the chart.
        5. Controller charts shall be completed prior to the final acceptance inspection.
    B. Operation and Maintenance Manuals: Within a minimum of 14 calendar days prior to acceptance of construction, prepare and deliver to the Public Work Landscape Inspector all required descriptive materials, properly prepared in two individually bound copies of the operation and maintenance manual. The manual shall describe the material installed and shall be in sufficient detail to permit operating personnel to identify, operate, and maintain all equipment. Spare parts lists and related manufacturer's information shall be included for each equipment item installed. Each complete, bound manual shall include the following information.

1. Index sheet stating Contractor's address and telephone number, including names and addresses and telephone numbers of local manufacturer's representatives.
2. Complete operating and maintenance instructions on all major equipment.

C. Materials to be furnished: The following items shall be supplied as part of this Contract and shall be turned over to the Public Works Landscape Inspector at the conclusion of the Project at the Final Acceptance Inspection.

1. Two (2) special tools/wrenches for disassembly and adjustment of each type of irrigation equipment/heads installed that require such special tools/wrenches.
2. Two keys for each type of automatic controller.
3. One valve box cover key.
4. "Record" prints, CD's and "As-Built" Plans at Final Acceptance.
5. Documentation of Water Department's inspection and acceptance of backflow device.

Section 2—PLANTING IRRIGATION

1. DEFINITION
   A. The purpose of this guideline is to establish minimum standards for planting area irrigation in parks.

2. CONTROLLER WITH REMOTES
   A. Minimum of 2 remotes.
   B. The Contractor shall furnish Rain Bird electric controller for up to 48 zones, Rain Bird ESP-LXMEF electric controller for more than 48 zones or equivalent that is completely compatible and much completely integrate with the IQ v2.0 Modular Multi-site Central Control system as indicated on the drawings and as specified herein.
   C. The controller(s) shall be installed in the area(s) shown on the drawings.
   D. All electrical connections are the responsibility of the Contractor. Materials for electrical service shall comply with the standard specifications, governing utility agency standards, and requirements of all applicable codes. All controllers serving landscape areas that will not being turned over to the City for maintenance shall be powered through a metered electrical service.
   E. A typewritten plastic laminated legend shall be attached inside the controller(s) door stating the areas covered by each remote control valve.
   F. Pressure regulator
      1) Wilken
      2) Febco
      3) Shall be installed on all irrigation lines.
      4) Shall have an operating range of 25 PSI to 75 PSI.
   G. Master valve
      1) Normally open
      2) Rainbird PEB valve
   H. Flow meter
      1) Rainbird FS200 B or equivalent
   I. Wiring Installation
      1) Four (4)14-1 wires shall be installed in rigid conduit from the P.O.C to the irrigation controller for a Flow Sensor and Master Valve. The wires shall be a continuous run without any junction boxes or splices. They shall be installed in the controller and terminated in a valve box at the P.O.C. There shall be sufficient length of wire to allow easy installation.
      2) The wires shall be:
         - One (1) black wire and one (1) red wire, label "Flow Sensor" at the P.O.C. and the controller.
         - One (1) yellow wire and one (1) blue wire, label "Master Valve" at the P.O.C. and controller.

3. SPRINKLER HEADS
   A. Pressure regulating sprinkler heads should be incorporated into irrigation design to maximize water conservation and to reduce output variation between heads.
   B. A minimum of two bubblers shall be placed at each tree location.
   C. Recommended manufacturer: Rainbird.

4. RISERS AND SWING JOINTS
   A. Risers shall be schedule 40 pipe, 36", or at anticipated height of plantings. Poly-pipe shall not be used in swing joints.
   B. Swing joints shall be schedule 80 threaded risers with three threaded Marlex fittings.

5. BALL VALVES
   A. Shall be all brass body, or approved equal.

6. ISOLATION VALVE
   A. Valve shall be a ball valve to be placed before valve manifold.

7. REMOTE CONTROL VALVES
   A. Valves shall be Rainbird PEB valves. Use Teflon tape only on threaded connections. Only one valve shall be placed in a single valve box.
   B. Valve shall be installed with threaded elbow or union on mainline side and a union on the lateral side.
   C. Valves shall be installed in shrub areas whenever possible. No valves or valve boxes other than quick coupler valves shall be installed within a designated turf area.

8. QUICK-COUPLING VALVES
   A. Quick coupling valves shall have locking vinyl cover and shall be 1" in size.
   B. Install quick couplers within valve boxes per the Parks & Recreation Department's standards at maximum 75' o.c., and maximum 50' from ends of all planting areas.

9. VALVE BOXES AND TAGS
   A. Valve boxes (bodies and covers) shall be purple in color and shall be 12" x 17" rectangular box installed flush with finish grade. Valve boxes shall be marked "IRRIGATION". Each valve shall have a Christy zone tag inside the valve box.

10. CONTROL WIRING
   A. All wiring to automatic circuit valves shall be UF-14 (14 gauge) UL approved, direct burial wire of a different color than the black and white wires used on the 115 volt AC power. 18 gauge multi-strand wire shall be used from the controller to a wall mounted junction box below the controller and shall be connected to the 14 gauge zone wires.
   B. Wiring from the controller to the valves shall be installed in same trench as the mainline where possible. Where wires are not placed in the trench with the mainline, install in schedule 40 PVC conduit, minimum of 18" below grade.
   C. All wire shall be furnished in minimum 2,500' reels and spliced only at valve or tee locations.
   D. Each valve shall have a second wire to serve as a backup in the event that the first wire becomes comprised.

11. BACKFLOW PREVENTER
    A. Backflow preventer: A backflow preventer shall be installed on all irrigation sprinkler systems. The assembly shall be the same size as the meter and shall be a Watts 909 Reduced Principal Zone (RPZ) mounted on Schedule 80 PVC for 2-inch and less. For larger than 2-inch, the assembly shall be mounted on cemented ductile iron pipe or as required by the Purveyor. The location shall comply with regulatory agencies.

12. SOLVENT CEMENT/SOLVENT & CLEANER
    A. Solvent Cleaner shall meet ASTM A 2546 standards and be all purpose plastic pipe cleaner.

Section 3 –EXECUTION

1. INSPECTION
   A. Contractor must examine the areas and conditions under which landscape irrigation system is to be installed and notify the City of Santa Clara in writing of conditions detrimental to the proper and timely completion of the work.
   B. Coordinate an inspection date & time with Deputy Parks & Recreation Director. Inspection to be conducted by Deputy Parks & Recreation Director, or designee.
      1) Review accuracy of construction
      2) Do not proceed with the work until unsatisfactory conditions have been corrected.

2. IRRIGATION SYSTEM DESIGN & WATER SUPPLY
   A. The irrigation system design is based upon an available water pressure of p.s.i. at a flow rate of g.p.m. Individual stations are designed to this minimum p.s.i. The system is also designed to withstand a maximum pressure of p.s.i. Contractor shall verify the size of the existing water supply/meter and the existing operating water pressure at the water supply location shown on the Plans prior to starting construction. Contractor shall notify the Public Works Landscape Inspector in writing of any discrepancies noted. Failure to provide such written notification may cause Contractor to provide for modifications to the irrigation system as necessary to provide for a fully operational system providing 100% coverage at the operating pressure available, all at no additional cost to City.
   B. Connection to, or the installation of, the water supply shall be at the location shown on the Plans. Minor changes caused by actual site conditions shall be made at no additional cost to City.

3. COORDINATION
   A. Crossings (sleeves) under paved areas (such as sidewalks, roadways and parking lots) as indicated, shall be installed by the Contractor.
   B. Crossings shall be installed prior to construction of paving.
   C. The Contractor shall be responsible for coordinating work with all other parties involved with the project, and shall coordinate the supply of electrical power to the Timing Device (controller) and tie-in into grounding system.
   D. The Contractor shall be responsible for full and complete coverage of all irrigated areas and shall make any necessary minor adjustments at no additional cost to the City of Santa Clara.

4. EXCAVATING AND TRENCHING
   A. Perform all excavations as required for the installation of the work included under this section, including shoring of earth banks to prevent cave-ins. Where major root systems of large existing trees are encountered, including roots 4" diameter or larger, tunnel to avoid cutting the roots. Underground Service Alert (USA) shall be done prior to excavation and trenching. Contractor is responsible for all damage due to improper work safety techniques or no USA.
   B. Restore all surfaces, existing underground installations, damaged or cut as a result of the excavations to their original conditions.
   C. Trenches for pipelines shall be made of sufficient depth to provide the minimum cover from finish grade as follows.

1) 24" minimum cover over main lines.
2) 24" minimum cover over control wires.
3) 18" minimum cover over lateral lines to heads.

D. Make all necessary measurements in the field to ensure precise fit of items in accordance with the original design. Contractor shall coordinate the installation of all irrigation materials with all other Work. Special attention shall be given to coordination of piping locations versus tree and shrub locations and sleeve locations versus pavement installation to avoid conflicts.

E. Keep trenches free of obstruction and debris. Remove excess soil from the site and leave grade as it was prior to irrigation system installation.

F. Piping shall be routed around shrubs, trees and other permanent obstacles.

G. Permanent Resurfacing shall be all surface improvements damaged or removed as a result of Contractor's operations shall be reconstructed by Contractor to the same dimensions, except for pavement thickness, and with the same type materials used in the original Work. Trench resurfacing shall be 1 inch greater in thickness than existing pavement. Concrete pavement shall be removed and replaced in "full panels" with no horizontal dimension less than five (5) feet. Contractor shall review the planned limits and lines of concrete removal and replacement with the Parks & Recreation designee prior to saw cutting for Removal Work.

5. GRADES

A. Contractor is to keep within the specified material depths with respect to finish grade. Failure to obtain specified material depths may subject Contractor to adjusting the grades or depth of lines until acceptable depths of cover are achieved, all as directed by the Parks & Recreation designee and at no additional cost to City.

6. PIPE LINE ASSEMBLY

A. Install plastic pipe as recommended by the manufacturer and provide for expansion and contraction. Cut plastic pipe square. Remove burrs at cut ends prior to installation so that a smooth unobstructed flow will be obtained. Provide continuous support of the pipe using an unobstructed even trench bottom that is free of debris.

B. Install remote control valves at locations no closer than 12" to weld edges, buildings, and walls.

C. Plastic pipe fittings shall be solvent welded using solvents and methods as recommended by manufacturer of the pipe, except where screwed connections are required. Pipe and fittings shall be thoroughly cleaned of dirt, dust and moisture before applying solvent with a non-synthetic bristle brush. Care should be taken not to use an excess amount of solvent, thereby causing a burr or obstruction to form on the inside of the pipe. Allow the joints to set at least 24 hours before applying pressure on PVC pipe. Flush main and lateral piping on irrigation system to clean out all debris and sediment prior to the installation of heads and nozzles.

D. Pressure test the mains minimum 2 hours at 150 PSI. Center-load all plastic pipe prior to pressure testing. The entire system shall be operating properly before any planting operations commence.

E. Sprinkler heads shall be installed so that the top is slightly above finish grade. If finish grade has not been established, set the top of the sprinkler head 4" above grade and lower the sprinkler head when finish grade has been established and sod/mulch has been installed. Heads along curbs and walks shall be set flush to within 1/8" and 6" away from curb or walk. Heads and piping adjacent to buildings shall be a minimum of 12" off face of building. No application of

water shall be made within 12" of the exterior building walls. Sprinkler heads adjacent to bus loop shall be located 48" from back of curb or as shown/noted on irrigation plan. Adjust heads having an adjustment stem, for the proper radius and throw for the area involved. Do not allow over-spray on buildings, walkways or on motor vehicles.

F. Irrigation heads shall be installed as designated on the Plans and per the Parks & Recreation Department's standard details. Upon coverage testing of the system if 100% coverage is not afforded by the system as designed, additional heads shall be added as necessary to achieve 100% coverage.

G. All control wires shall be installed in a neat and orderly fashion underneath the main and lateral pipes, if possible. 10" loops shall be provided at each valve where control wires are connected.

H. All piping and wiring passing under existing or future paving, construction, etc., shall be encased in sleeve(s) as specified, extending at least 12" beyond edges of paving base or construction.

I. Install warning tape directly above pressure piping, 12 inches below finish grade except under paving or slabs or where depth shall be 6 inches.

7. BACKFILLING AND COMPACTING

A. After pressure testing is complete and systems are approved, or sections thereof, backfill excavations and trenches with clean soil, free of rubbish. Dress off all areas to finish grades. Repeat backfilling as required due to settlement.

B. Balance and adjust the irrigation system components for efficient, proper operation. This includes controller synchronization as well as individual controller stations, valves and sprinkler head adjustments. Do not allow over-spray on buildings, walkways or other paving or on automobiles.

C. Backfill shall be uniformly tamped in 4-inch layers under and around the pipe for the full width of the trench and the full length of the pipe. Materials shall be sufficiently damp to permit thorough compaction, free of voids. Backfill shall be compacted to dry density equal to adjacent undisturbed soil and shall conform to adjacent grades.

D. Flooding in lieu of tamping is not allowed without specific prior written approval of the Parks & Recreation Department.

8. RAIN SENSOR

A. Install rain sensor on exposed surface that is unobstructed from rainfall. Install rain sensor control wiring in rigid conduit as detailed. Preferred location of the rain sensor is within 20 feet of the controller.

9. LABELS

A. Number each zone valve box on inside of valve box with a Christy zone tag. Numbers shall match the zone numbers on the drawings.

B. Number each zone valve control wire at the controller with a waterproof marker and tags. Numbers shall match the zone numbers on the drawings.

10. PRESSURE TESTING/SYSTEM DEMONSTRATION

A. All piping, connectors and valves shall be hydrostatically pressure tested. The mainline test shall last for a minimum of six (6) hours at 100 PSI. All leak areas and equipment shall be replaced and

the system shall be re-tested until no leaks are found. All testing shall be done before backfilling trenches.

B. Provide a complete demonstration to the City of Santa Clara's Authorized Representative of the operation of all components of the irrigation system as part of Close Out procedures.
C. Provide complete typewritten instructions for operation including recommended watering times, duration and preventative maintenance.

11. MAINTENANCE
    A. Maintain the irrigation system until the date of Final Completion.
    B. Maintenance shall include work, materials and replacements necessary to insure a complete properly operating system.

12. CITY'S RESPONSIBILITY FOR MAINTENANCE
    A. It is the City's responsibility to maintain the system in working order during the guarantee period, performing necessary minor maintenance, keeping grass from obstructing the sprinkler heads and preventing vandalism and damage during the landscape maintenance operation.

13. CLEAN-UP
    A. Upon completion and prior to inspection of the work, clear the site of debris, superfluous materials and equipment.

Chapter 3 – Plant Palette

Section 1 – GENERAL PLANT PALETTE

1. DEFINITION
   A. The purpose of this guideline is to establish minimum standards for the landscape design and planting of trees, shrubs and groundcovers.

2. APPLICATION
   A. This section includes the following:
      1) Trees
      2) Shrubs, Groundcovers and Vines
      3) Outdoor Classroom and Garden Planting
      4) Aquatic Plants

3. SELECTION CRITERIA
   A. Industry Standards
      1) American Standard for Nursery Stock
      2) Baileys Hortus Third
      3) ASTM Standards

4. SUBMITTALS
   A. Samples for Verification
      1) Each species of tree, shrub, vine and groundcover shall be tagged, submitted and approved before installation.
   B. Contractors Qualifications
      1) Contractor shall be licensed to do business in the State of California and shall possess a City of Santa Clara business license.
   C. Soils Testing
      1) Provide a complete soil test/analysis showing soil texture, drainage characteristics, water holding capacity, nutrient levels and organic matter content with indication of any and all potentially harmful soil characteristics that would inhibit or prevent plant growth.

5. QUALITY ASSURANCE
   A. Tree and Shrub Measurements.
      1) Measure according to Grades and Standards for Nursery Plants with branches and trunks in their normal position. Do not prune to obtain required sizes. Take measurements 6 inches above ground for trees up to 4-inch and 12-inches above ground for larger sizes.

6. DELIVERY STORAGE AND HANDLING
   A. Deliver exterior plants in nursery containers or properly prepared with root ball protected against damage.
   B. Root system shall be kept moist until planting.
   C. Do not prune trees and shrubs before delivery. Protect bark, branches and root system from sun scald, drying, sweating, whipping and tying damage. Do not bend or bind-tie trees or shrubs or destroy their natural shape.
   D. Deliver exterior plants after preparations for planting have been completed and install immediately. If planting is delayed more than 6 hours after delivery, set exterior plants in shade, protect from weather and mechanical damage and keep root system moist.
   E. Do not stage plants on hot pavement before planting.

7. WARRANTY
   A. Warrant the exterior plants for the warranty period indicated against defects including death and unsatisfactory growth.
      1) Warranty period for trees, shrubs, and groundcover: One year from date of substantial completion.
      2) Contractor shall be responsible for complete and proper planting supports installation layout, watering, fertilizing, and plant insecticides during warranty period.

Section 2 – PRODUCTS

1. TREE AND SHRUB MATERIAL
   A. Furnish nursery container grown trees and shrubs complying with Grades and Standards for Nursery Plants, with healthy root systems. All other trees shall be approved by Landscape Architect prior to planting. Provide well shaped, fully branched, healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.
   B. Provide trees and shrubs of sizes and grades complying with ANSI Z60.1 for type of trees and shrubs required.
   C. Label one exterior plant of each variety with a securely attached waterproof label with common name, scientific name, frequency of fertilization and frequency of watering.

2. TREES
   A. Provide single stem trees with straight trunk, well-balanced crown and intact leader, of height and caliper indicated, complying with Grades and Standards for Nursery Plants for type of trees required.
      1) Provide container grown trees.
      2) Branching height shall be as specified.
      3) Multi-stem trees shall be branched or pruned naturally to retain the natural form of the tree, with relationship of caliper, height, and branching according to Grades and Standards for Nursery Plants.

3. GROUNDCOVER AND VINES
   A. Provide groundcover of species indicated, established and well rooted in containers and complying with Grades and Standards for Nursery Plants.
   B. Provide vines of species indicated complying with Grades and Standards for Nursery Plants. Vines shall be two – year plants with heavy well branched tops, with not less than three runners 18 – inches or more in length with a well-developed roof system.

4. TOPSOIL
   A. Topsoil shall be as described in ASTM D 5268, with pH range of 5.5 to 6.5, a minimum of 4 percent organic material content, free of stones and organic materials that are harmful to plant growth.
   B. Reuse surface soil stockpiled on site. Clean surface soil of roots, stones, clay lumps, construction spoils, and materials that are harmful to plant growth.
   C. Supplement with imported topsoil from offsite sources when quantities are insufficient. Obtain topsoil displaced from naturally well drained sites where topsoil occurs at least 4 inches deep. Do not obtain topsoil from bogs or marshes.

5. ORGANIC SOIL AMENDMENTS
   A. Compost: Well composted, stable, weed free organic matter, pH range of 5.5 to 6.5; moisture content 35 to 55 percent by weight, 100 percent passing through ½ inch sieve.

B. Peat: Finely divided or granular texture, with a pH range of 5.5 to 6.5, containing partially decomposed peat, native peat, or reed sedge peat having a water absorbing capacity of 1100 to 2000 percent.

6. FERTILIZER
   A. Commercial grade complete fertilizer of neutral character consisting of slow release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous and potassium. Fertilizer shall correspond to results of soils test and shall include minor elements.

7. MULCHES
   A. Mulch shall be native materials and 100 percent organic.

8. STAKES AND GUYS
   A. Upright stakes and guys, rough sawn, sound, new hardwood, redwood, free of knots, holes, cross grain, 2 inches by length shown.
   B. Pre-manufactured staking systems.
   C. Hose chafing guard, reinforced rubber or plastic hose at least ½ inch in diameter, black, cut to lengths required to protect tree trunks from damage.

9. MISCELLANEOUS PRODUCTS
   A. Anti-desiccant, water – insoluble emulsion, permeable moisture retarder, film forming for trees and shrubs.
   B. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's written instructions.

10. THE CITY OF SANTA CLARA PARKS DEPARTMENT STANDARDS PLANT PALETTE.

Common Name	**Scientific Name**
Trees	
African sumac	Rhus lancea
Aleppo Pine	Pinus halepensis
American elm	Ulmus americana
American sweet gum	Liquidambar styraciflua
Aristocrat pear	Pyrus calleryana 'Aristocrat'
Ash	Fraxinus spp.
Australian Tea Tree	Leptospermum laevigatum
Australian willow	Geijera parviflora
Blackwood Acacia	Acacia melanoxylon
Bradford pear	Pyrus c. 'Bradford'
Brazilian pepper tree	Schinus terebinthifolius

Brisbane box	Lophostemon confertus
Bronze loquat	Eriobotrya deflexia
Cajeput tree	Melaleuca quinquenervia
California buckeye	Aesculus californica
California Pepper Tree	Schinus molle
California sycamore	Platanus racemosa
Camphor Tree	Cinnamomum camphora
Canary Island Pine	Pinus canariensis
Carob	Ceratonia siliqua
Carrot wood	Cupaniopsis anacardioides
Chinese elm	Ulmus parvifolia
Chinese Hackberry	Celtis sinensis
Chinese Pistache	Pistacia chinensis
Chinese tallow	Sapium sebiferum
Coast live oak	Quercus agrifolia
Coast Redwood	Sequoia sempervirens
Compact Blue Gum	Eucalyptus globulus 'Compacta'
Cork oak	Quercus suber
Crape Myrtle	Lagerstroemia fauriei 'Tuscorora'
Crape Myrtle	Lagerstroemia indica (various)
Deodar Cedar	Cedrus deodara
Drooping She-Oak	Casuarina stricta
Eastern dogwood	Cornus florida
Eastern redbud	Cercis Canadensis
English hawthorn	Crataegus laevigata
Eucalyptus	Eucalupyus spp.
European fan palm	Chamaerops humilis
European Hackberry	Celtis australis
European White Birch	Betula pendula
Evergreen Ash	Fraxinus uhdei
Evergreen elm	Ulmus parvifora
Evergreen Pear	Pyrus kawakamii
Fern pine	Podocarpus gracilitor
Flooded Gum	Eucalyptus rudis
Flowering cherry, plum	Prunus spp.
Flowering dogwood	Cornus florida
Flowering locust	Robinia spp.
Fruitless mulberry	Morus alba 'Fruitless'
Glossy privet	Ligustrum lucidum
Gray pine	Pinus sabiniana
Grecian laurel	Laurus nobilis
Holly oak	Quercus ilex

Hollyleaf Cherry	Prunus ilicifolia
Honey locust	Gleditsia spp.
Italian Alder	Alnus cordata
Italian Cypress	Cupressus sempervirens
Italian stone pine	Pinus pinea
Jacaranda	Jacaranda mimosifolia
Japanese black pine	Pinus thunbergii
Japanese Maple	Acer palmatum
Japanese pagoda tree	Sophora japonica
Laurel leaf box	Tristaniopsis laurina
Lemon bottlebrush	Callistemon citrinus
Little leaf fig	Ficus microarpa 'Nitida'
Little leaf linden	Tilia cordata
Lombardy Poplar	Populus nigra 'Italica'
London Plane Tree	Platanus acerfolia 'Bloodgood'
Loquat	Eriobotrya japonica
Maples	Acer spp.
Magnolia	Magnolia grandiflora
Maidenhair tree	Ginko biloba
Mayten	Maytenus boaria
Modesto Ash	Fraxinus velutina 'Modesto'
Swiss mountain pine	Pinus mugo
Monterey Pine	Pinus radiata
Myoporum	Myoporum laetum
New Zealand Christmas	Metrosideros excelsus
Oak	Quercus spp. - Native to Santa Clara Valley
Oleander	Nerium oleander
Olive	Olea europea 'Manzanillo'
Olive (Fruitless)	Olea europea "Bonita"
Ornamental Pear	Pyrus calleryana 'Aristocrat'
Paper birch	Betula Papyrifera
Pepper tree	Schinus molle
Peppermint tree	Agonis Flexuosa
Phoenix palm	Palm spp.
Pittosporum	Pittosporum eugenioides
Ponderosa pine	Pinus ponderosa
Purple Leaf Plum	Prunus cerasifera 'Krauter Vesuvius'
Queensland pittosporum	Pittosporum rhombifolium
Kousa dogwood	Cornus kousa
Raywood Ash	Fraxinus angustifolia 'Raywood'
Red Gum	Eucalyptus camaldulensis
Red Ironbark	Eucalyptus sideroxylon

Red mapple	Acer rubrum
Red oak	Quercus rubra
River Birch	Betula nigra
Sawtooth zelkova	Zelkova serrata
Scotch pine	Pinus sylvestris
Scarlet oak	Quercus coccinea
Shademaster Honeylocust	Gleditsia tricanthos inermis
Sidney golden wattle	Acacia longifolia
Silk Tree	Albizia julibrissin
Southern magnolia	Magnolia grandiflora
Strawberry Tree	Arbutus unedo
Valley oak	Quercus lobata
Victorian box	Pittosporum undulatum
Weeping bottlebrush	Callistemon viminalis
Weeping Willow	Salix babylonica
Western dogwood	Cornus nuttallii
Western catalpa	Catalpa speciosa
White Alder	Alnus rhombifolia
White Ironbark	Eucalyptus leucoxylon 'Rosea'
White Mulberry	Morus alba
Yew pine	Podocarpus macrophyllus
Yoshino Flowering Cherry	Prunus yedoensis 'Akebono'

Groundcovers

Aaron's Beard/Creeping St Johnswart	Hypericum calycinum
Rock Cotoneaster	Contoneaster horzontalis
Algerian Ivy	Hedera canariensis
Coprosma	Coprosma kirkii
Lantana	Lantana montevidensis 'Carnaval'
Myoporum	Myoporum parvifolium 'Putah Creek'
Star Jasmine	Trachelospermum jasminoides
Trailing African Daisy	Osteospermum fruticosum

Vines

Cat's Claw	Macfadyena unguis-cati
Chinese Wisteria	Wisteria sinensis
Evergreen Clematis	Clematis armandii
Jasmine	Jasminum

Perennials

Dwarf Lily of the Nile	Agapanthus africana 'Peter Pan'
Fortnight Lily	Dietes and cultivars

Lily of the Nile	Agapanthus 'Queen Ann'
Lily of the Nile	Agapanthus africana
Society Garlic	Tulbaghia violacea
Trailing Lantana	Lantana montevidensis
Yellow Sage	Lantana camara

Shrubs

Camellia	Camellia japonica cultivars
Dwarf Myrtle	Myrtus communis 'Compacta'
Escallonia	Escallonia exoniensis 'Frades'
Firethorn	Pyracantha 'Santa Cruz'
Glossy Abelia	Abelia grandiflora
Gold Flower	Hypericum moserianum
Grevillia	Grevillea 'Noelii'
Heavenly Bamboo	Nandina domestica
Hollyleaf Cherry	Prunus ilicifolia
Hollywood Juniper	Juniperus chinensis 'Torulosa'
Hoopseed Bush	Dodonaea viscosa
India Hawthorn	Rhaphiolepis indica & cultivars
Laurustinus	Viburnum tinus 'Spring Boquet'
Lavender	Lavandula species
New Zealand Flax	Phormium tenax
Oleander	Nerium oleander & cultivars
Oregon Grape	Mahonia aquifolium
Photinia	Photinia fraseri
Pride of Madeira	Echium fastuosum
Prostrate Rosemary	Rosmarinus officinalis 'Collingwood Ingram'
Rockrose	Cistus 'Doris Hibberson'
Salvia	Salvia spp.
Sandankwa Viburnum	Viburnum suspensum
Shiny Xylosma	Xylosma congestum
Sweet-scented Hakea	Hakea suaveolens
Tobira	Pittosporum tobira and cultivars
Toyon	Heteromeles arbutifolia
Wax-Leaf Privet	Ligustrum japonicum 'Texanum'
Wild Lilac	Ceanothus griseum horizonalis
Wooly Grevillia	Grevillea lanigera

Wetland Plants

Alkali bulrush	Bolboschoenus
Arroyo willow	Salix lasiolepis
California bulrush	Schoenoplectus californicus

Red willow	Salix laevigata

Native Grasses

Blue Wildrye	Elymus glaucus
California Brome	Bromus carinatus
California fescue	Salvia clevelandii
California Tufted Hairgrass	Deschampsia caespitosa
Coast Range Melic	Milica imperfecta
Creeping Wildrye	Elymus triticoides
Deer Grass	Muhlenbergia rigns
Hard Fescue	Festuca longifolia
Idaho Fescue	Festuca idahoensis
Meadow Barley	Hordeum brachyantherus
Molate Blue Fescue	Festuca rubra 'Molate Blue'
Molate Fescue	Festuca rubra
Nodding Needle Grass	Stipa cernua
Pacific Reed Grass	Calamagrotis nutkaensis
Purple Needle Grass	Stipa pulchra
Western Fescue	Festuca californica

11. INVASIVE, NON-NATIVE PLANTS PROHIBITED
    A. No plant listed on the UC IPM Invasive Plants List may be used.

PART 3 - EXECUTION

1. EXAMINATION
   A. Landscape Architect shall approve all plant material for compliance with product requirements and shall review site conditions affecting installation and performance. Proceed with installation after unsatisfactory conditions have been corrected.

2. PREPARATION
   A. Protect structures and the work of other trades from damage caused from planting operations.
   B. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil bearing water runoff or airborne dust to adjacent properties and walkways.
   C. Layout individual tree and shrub locations by staking. Obtain Landscape Architect's acceptance of layout before planting.

3. TREE AND SHRUB PLANTING
   A. Set balled, potted or boxed stock plumb and in the center of pit with top of root ball slightly above the adjacent finish grade.
   B. Remove burlap and wire baskets from upper one third of root balls and sides. Do not remove burlap from under root ball. No non-biodegradable material shall be left on the root ball.
   C. Place soil around root ball in layers, tamping to settle mix and eliminate voids. When pit is one – half backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed. Water again after placing and tamping final layer of soil.
   D. Apply mulch at specified thickness around exterior plantings. Extend mulch 12 inches beyond edge of planting pit and as shown on the drawings. Do not place mulch within 3 inches of trunks or stems.
   E. Place fertilizer tablets per manufacturer's recommendation. Apply granular fertilizer after planting and before mulching.

4. GUYING AND STAYING
   A. Stake and guy trees across the root ball.

5. TREE AND SHRUB PRUNING
   A. Prune trees to remove dead and damaged branches and to provide specified clear trunk. Do not cut tree leaders. Prune shrubs to retain natural character. Pruning shall be done with the direction and supervision of the Landscape Architect.
   B. Add a saucer around trees to hold water per landscape drawings.

6. PLANTERS
   A. Planter soil mix shall be as follows: equal parts top soil and coarse sand, 4%, and 10% perlite.

7. GROUNDCOVER PLANTING
   A. Refer to the drawings for the spacing and locations for groundcover and plants.
   B. Dig holes large enough to allow spreading of roots and backfill with planting soil.
   C. Work soil around roots to eliminate voids. Add a saucer indentation around entire groundcover bed to hold water.
   D. Water thoroughly after planting.

Chapter 4—Ball Fields

Section 1 – Baseball Fields

1. DEFINITION
   A. The work covered under this section includes designing and constructing a regulation size baseball field.
   B. This section will cover the field, the dugouts and the spectator area.

2. DIMENSIONS
   A. Base length: 90 feet
   B. Mound size: 18 feet diameter; 10 inch height; to be constructed by the City after facility acceptance
   C. Infield radius: 95 feet from center of mound
   D. Pitching rubber: 60 feet 6 inches from back point of home plate to front of pitching rubber
   E. Home plate to foul line: minimum: 320 feet; Idea: 320-340 feet
   F. Home plate to centerfield: minimum: 380 feet; Ideal: 380 - 400 feet
   G. Backstop to home plate: 30 feet
   H. Minimum setback: 125 feet from home plate; 100 feet from base to street, parking areas or other park amenities and/or structures
   I. Distance around field: 25 feet minimum flat area wide and clear of any obstructions provided around the outfield limit, except if there is a permanent outfield fence

3. INFIELD SURFACE
   A. Turf
      1) Shall be established by sod.
      2) The grass type will be determined by the soil type and specific programmed use of the field.
      3) Upon installation, all netting at the back of the sod shall be removed.
   B. In field mix shall be candlestick mix or approved equivalent.
   C. Calcined clay may be added to mix per manufacturer's specifications.
   D. The infield mix shall be six inches deep.
   E. The finished grade shall be laser graded by a laser grader.

4. INFIELD EQUIPMENT
   A. Home plates, bases, base ground anchors, and pitching rubbers shall be provided atthe time of construction, but shall beinstalled by the city.
   B. For ball diamonds with turf infields, a pitcher's mound cover and a home plate cover shall be provided.

5. INFIELD WATERING
   A. All infields shall have a manual irrigation watering system that is capable of watering all infield brick dust areas.
   B. Sufficient number of valves shall be provided depending on the available pressure and the size of the main line at the site.
   C. Sprinklers shall be installed along the perimeter of the infield area, 3/4 inch to 1 inch above the brick dust surface.
   D. The sprinkler heads shall be Rain Bird 6504 high speed stainless steel.
   E. Valves and valve boxes shall be installed at the end of the dugout fence, on the spectator side of the fence out of the path of travel and not blocking any views, Valves shall be Rain Bird GB series valves with the solenoid not wired, Valves shall be installed in rectangular valve boxes at least 14 inches by 20 inches, manufactured by Ametek, Carson, or an approved equal, and installed.
   F. Reclaimed water shall be used for all infield watering.

6. FIELD DRAINAGE
   A. A sub-grade infield drainage system that meets current regulations shall be installed for all regulation fields.

7. BACKSTOP
   A. Permanent backstop required.
   B. The back of backstop shall be centered behind the home plate and shall be 30 feet from home plate.
   C. Backstops and wings shall be 30 feet in height with a 10 foot cantilever (35 feet total height) behind home plate and extend 60 feet parallel to the first and third base-paths.
   D. Wings shall extend an additional 30 feet at a fence height of 30 feet high without a cantilever.
   E. The wings shall extend an additional 30 feet at a fence height of 20 feet without a cantilever.
   F. Backstop and wing fences shall be constructed with 6 gauge chain link.

8. CONCRETE PADS
   A. The area behind the backstop and wings, from first base to third base, shall be poured concrete; the minimum width of the concrete pad shall be 24 feet, including the bleachers and the access area.

9. BULLPENS
   A. As space permits on lighted fields, 75 feet by 10 feet fenced area with access from the dugouts shall be provided. The fence shall be 8 feet high on all sides. Bullpen shall be located outside the field of play. Alternative bullpen designs may be considered by staff on 80' and 90' fields.

10. WARM UP AREA
   A. As space permits on lighted fields, a flat and unobstructed space shall be provided near the field for two teams to warm up. This area should not be provided if there is an impact on other park activities or facilities.

11. SCOREBOARDS
    A. This is an optional item for ball diamonds.
    B. However, all ball diamonds shall have conduit and wiring installed from the electrical panel to one outfield light pole. Light pole shall be designed with brackets to support future installation of scoreboard.

12. LIGHTING
    A. The goal is that all fields at community parks are lighted for night-time use; however, each community park site shall be evaluated for appropriateness for lighting, Lighting will be included al neighborhood park sites with athletic fields whenever possible and appropriate, when lights are provided, access for boom trucks must be provided to facilitate lamp maintenance.
    B. Lighting levels shall be per standards specified for each type of field in the sections that follow.
    C. Minimum maintained lighting levels shall be 50 foot-candles over the infield and 30 foot-candles over the outfield.

13. DUGOUTS
    A. Dugouts shall be located along the first and third baselines, behind the backstop fence.
    B. They shall consist of concrete pads at field grade that are sloped away from the field, and surrounded by an 8 foot high 6 gauge chain link with black windscreen fabric on three sides and the top of the dugout.
    C. The windscreen fabric on top of the dugout shall be attached at a 9-foot height to the backstop wing, and at the top of the 8-foot high dugout fence, forming a "roof."
    D. The windscreen fabric on back and sides of dugout shall be attached from 18" from ground to 8' in height.
    E. The dugouts shall be 30 feet long, 10 feet wide, and equipped with a 25 foot long aluminum bench, a bat rack (on the home plate side of the dugout), latching gates to the infield swinging into the dugout and gates at each end of the dugout which swing into the dugout.

14. SEATING
    A. Spectator seating, when provided, shall consist of tiered concrete structures or portable bleachers containing five (5) rows of seating placed in an area approximately 28 feet by 14 feet.
    B. Bleachers are required on each side of the spectator area.
    C. An accessible path of travel to each spectator area is required.
    D. An unobstructed area minimum 4 feet wide in front of and on each side of the bleachers and minimum 6 feet wide at the rear of the bleachers shall be provided for accessibility.
    E. Concrete walkways shall be provided for access to the area.
    F. Companion seating for wheelchair users shall be provided within or immediately adjacent to each bleacher.
    G. All concrete shall drain away from the playing field.

15. SHADE
    A. Fifty percent (50%) of the spectator area shall be shaded by a shade structure(s) or trees within 5 years of planting.
    B. Shade provided by trees shall not interfere with field lights or player safety.

Section 2 – SOFTBALL FIELDS

1. DIMENSIONS
   A. Base length - 60 or 65 feet
   B. Infield radius - 65 feet from center of pitching rubber
   C. Pitching rubber - 50 feet from back point of home plate to front of pitching rubber
   D. Foul line to home plate - Minimum: 300 feet
   E. Centerfield to home plate - Minimum: 325 feet; Ideal: 350 feet
   F. Backstop to home plate - 25 feet
   G. Minimum setback - 75 feet from home plate; 75 feet from base to street, parking areas or other park amenities and/or structures
   H. Distance around field - 25 feet minimum flat area wide and clear of any obstructions provided around the outfield limit, except if there is a permanent outfield fence

2. INFIELD SURFACE
   A. Candlestick infield mix/Brick dust.
   B. Calcined clay may be added to mix per manufactures specifications.
   C. The infield mix shall be six inches deep.
   D. The finished grade shall be laser graded by a laser grader.

3. INFIELD EQUIPMENT
   A. Home plates, bases, base ground anchors, and pitching rubbers shall be provided atthe time of construction, but shall beinstalled by the city.
   B. For ball diamonds with turf infields, a pitcher's mound cover and ahome plate cover shall be provided.

4. INFIELD WATERING
   A. All infields shall have a manual irrigation watering system that is capable of watering all infield brick dust areas.
   B. Sufficient number of valves shall be provided depending on the available pressure and the size of the main line at the site.
   C. Sprinklers shall be installed along the perimeter of the infield area, 3/4 inch to 1 inch above the brick dust surface.
   D. The sprinkler heads shall be Rain Bird 6504 high speed stainless steel.
   E. Valves and valve boxes shall be installed at the end of the dugout fence, on the spectator side of the fence out of the path of travel and not blocking any views, Valves shall be Rain Bird GB series valves with the solenoid not wired, Valves shall be installed in rectangular valve boxes at least 14 inches by 20 inches, manufactured by Ametek, Carson, or an approved equal, and installed.
   F. Reclaimed water shall be used for all infield watering.

5. FIELD DRAINAGE
   A. A sub-grade infield drainage system that meets current regulations shall be installed for all regulation fields.

6. BACKSTOP
   A. Permanent backstop required.
   B. The back of backstop shall be centered behind the home plate and shall be 25 feet from home plate.
   C. Backstops and wings shall be 30 feet in height behind home plate and extend 90 feet parallel to the first and third base-paths, including the front of the dugouts.
   D. Backstop and wing fences shall be constructed with 6 gauge chain link.

7. CONCRETE PAD
   A. The area behind the backstop and wings, from first base to third base, shall be poured concrete as shown in the diagram below.
   B. The minimum width of the concrete pad shall be 24 feet.

8. WARM UP AREA
   A. As space permits on lighted fields, a flat and unobstructed space shall be provided near the field for two teams to warm up.

9. SCOREBOARDS
   A. This is an optional item for ball diamonds.
   B. However, all ball diamonds shall have conduit and wiring installed from the electrical panel to one outfield light pole. Light pole shall be designed with brackets to support future installation of scoreboard.

10. LIGHTING
    A. The goal is that all fields at community parks are lighted for night-time use; however, each community park site shall be evaluated for appropriateness for lighting, Lighting will be included al neighborhood park sites with athletic fields whenever possible and appropriate, when lights are provided, access for boom trucks must be provided to facilitate lamp maintenance.
    B. Lighting levels shall be per standards specified for each type of field in the sections that follow.
    C. Minimum maintained lighting levels shall be 30 foot-candles over the Infield and 20 foot-candles over the outfield.

11. DUGOUTS
    A. Dugouts shall be located along the first and third baselines, behind the backstop fence.
    B. They shall consist of concrete pads at field grade that are sloped away from the field, and surrounded by an 8 foot high 6 gauge chain link with black windscreen fabric on three sides and the top of the dugout.

D. The windscreen fabric on top of the dugout shall be attached at a 9-foot height to the backstop wing, and at the top of the 8-foot high dugout fence, forming a "roof."
E. The windscreen fabric on back and sides of dugout shall be attached from 18" from ground to 8' in height.
F. The dugouts shall be 30 feet long, 10 feet wide, and equipped with a 25 foot long aluminum bench, a bat rack (on the home plate side of the dugout), latching gates to the infield swinging into the dugout and gates at each end of the dugout which swing into the dugout.

12. SEATING
    A. Spectator seating, when provided, shall consist of tiered concrete structures or portable bleachers containing five (5) rows of seating placed in an area approximately 28 feet with 14 feet.
    B. Bleachers are required on each side of the spectator area.
    C. An accessible path of travel to each spectator area is required.
    D. An unobstructed area minimum 4 feet wide in front of and on each side of the bleachers and minimum 6 feet wide at the rear of the bleachers shall be provided for accessibility.
    E. Concrete walkways shall be provided for access to the area.

13. SHADE
    A. Fifty percent (50%) of the spectator area shall be shaded by a shade structure(s) or trees within 5 years of planting.
    B. Shade provided by trees shall not interfere with field lights or player safety.

14. TRASH RECEPTACLES
    A. All trash receptacles shall be accessible to persons with disabilities and located immediately adjacent to an accessible path of travel.
    B. A sufficient number of trash receptacles shall be provided to serve the users of the park along the path of travel and/or a convenient distance from a major park amenity, but no less than one for each park.
    C. At least one trash receptacle shall be located within convenient proximity of each:
        1) Park building including community center and/or restroom.
        2) Picnic area
        3) Playground area
        4) Athletic fields and sports courts
        5) Entry into the park from the parking area

Chapter 5 – Playgrounds

Section 1—PLAYGROUNDS

1. DEFINITION
   A. Safety is a high priority for design of children's playgrounds in the City of Santa Clara. The utmost attention should be devoted to providing safe equipment for children.
   B. Playground design must include a minimum of five (5) of the six (6) + 1 elements of play in the overall design and layout of the playground. The six (6) + 1 elements of play include: climbing, balancing, spinning, brachiating, swinging, sliding and running/free play/imagination.
   C. The minimum size of a playground should be at least 3500 square feet. Playgrounds shall be age-separated when space allows, with playgrounds for ages 2 to 5 years separated from playgrounds for ages 5 to 12 years.

2. STATE AND FEDERAL STANDARDS
   A. Conform to California Health and Safety Code Sections 115725 through 115735. All new playgrounds open to the public are required to:
      1) Conform to the current playground standards set by the American Society on Testing and Materials (ASTM).
      2) Conform to the current playground guidelines published by the United States Consumer Product Safety Commission (CPSC).
      3) Comply with the current California Building Code with errata (Title 24, California Code of Regulations) and the U.S. Access Board's Accessibility Guidelines for Play Areas.
      4) Meet Americans with Disabilities Act (ADA) standards.
      5) Comply with all Federal, State and local guidelines.

3. PLAYGROUND PLANS
   A. Playground plans shall be submitted to the City for review and approval. An approved Playground Plan is required prior to the issuance of building permits prior to start of construction of the playground, if building permits.

   B. The playground plan submittal shall include:
      1) To scale diagram of playground layout, no smaller than 1" ~ 20'
      2) Dimensioned safety use zones around each piece of equipment, per manufacturer's specifications
      3) Deck, platform and step heights for each component.
      4) Play type for each component.
      5) Manufactures and model numbers of each piece of equipment and each type of surfacing (specifications for play equipment may be requested).
      6) Age group that the play equipment is designed to serve.
      7) Detailed contact information for the manufacturer.

8) Location of ADA accessible path(s) of travel and access point(s) to the equipment (transfer platform).
9) A chart comparing the required number of accessible play components and the number of proposed accessible play components shall be provided.
10) Details on installation of safety surfacing, including section view with minimum depth of safety surfacing and type of surfacing.
11) Method of drainage of safety surfacing.

4. CERTIFICATION OF PLAYGROUND

A. Prior to issuance of Certificate of Use and Occupancy for the playground, the Contactor shall submit to the City, a letter stating that the play equipment has been inspected by a person authorized by the manufacturer, that the equipment has been installed according to the manufacturer's specifications, and that it complies with the minimum playground safety regulations adopted by the State of California Health and Safety Code Sections 115725 through 115735).

B. The City reserves the right to have a Certified Playground Safety Inspector review the playground site for safety, compliance and proper fit within the designated playground area.

5. ADDITIONAL PLAYGROUND STANDARDS

A. In addition to State and Federal requirements, all playgrounds shall be subject to the following standards:

1) When two or more playgrounds are provided on one site, there should be a distinct separation between preschool age playgrounds (2-5 years) and school age playgrounds (5-12 years) using walkways, seating areas or landscaped buffers to separate the two distinct areas.
2) Metal slides or merry-go rounds are not allowed.
3) A variety of play experiences and graduated play challenges should be provided. A matrix showing body movement opportunities is included in Table 2.0. It is a goal that as many movement opportunities be provided within the available space as possible.
4) The edge of the playground safety surfacing should be located a minimum of 50 feet in all directions from any hazards such as streets, parking lots bike paths, barbecue grills and tripping hazards. A minimum 3-foot high fence, wall, solid hedge or other barrier deemed acceptable by the City staff may serve as protection if the distance required cannot be met.
5) The playground shall be visible from the street or parking lot for surveillance.
6) A minimum of one shaded seating area shall be provided nearby to foster adult supervision of children. Preference should be given to natural shade by trees.
7) All playground equipment shall be certified by the International Playground Equipment Manufacturers Association (IPEMA).

6. MAINTENANCE RELATED DESIGN STANDARDS

In addition to the above design standards for all playgrounds, playgrounds in public parks shall be subject to these additional standards which reduce maintenance, costs, while improving the sustainability and longevity of the playground and providing added value.

A. Play equipment shall not be composed of wood materials. Materials resembling the look of wood, such as recycled plastic lumber, are allowed.

B. Impact attenuation surfacing for playground surfacing shall be incorporated into the playground design based on the following order of preference.
   1) Engineered wood fiber safety surfacing
   2) Poured in place rubberized safety surfacing
   3) Wash silica type sand

C. The poured in place surfaces should be designed to:
   1) Minimize the amount of poured-in-place surfaces except for areas required by ADA accessibility and safety fall zone compliance,
   2) Adjust the depth of the subsurface and softness of the poured-in-place to the needs of the play equipment.
   3) Minimize the depth/softness outside of the fall zones in order to minimize wear and tear of the surface.
   4) Avoid narrow areas of sand (under 6 feet wide) and sand areas with angles under 90 degrees, to allow the sand to be roto-tilled on a regular basis without damaging the adjacent poured-in-place.
   5) Use a combination of standardized colors (such as 25% black, 25% green, and 50% tan), rather than a single solid color, so that color mixtures can be adjusted to match faded colors In the future for patching and repairs.
   6) If the surface has shapes or patterns, use simple geometric shapes that are easy to patch.
   7) Avoid any patterns or shapes under high-traffic areas like swings and the base of slides since these areas are patched frequently.

D. All new public parks should have swings within the playground area whenever practical. When replacing or rehabilitating existing playgrounds, the goal is to provide swings unless space limitations exist. It is preferred that both belt swings for the 5-12 year age group, and tot swings (swings to be used with adult assistance) for the 4 years and under age group be provided, if space allows.

E. Tube slides or structures are discouraged because of potential public safety issues

F. All drinking fountains shall be located at least 50 feet from the edge of any sand play areas

G. All playgrounds shall have nighttime security lighting to prevent vandalism

H. All public play equipment shall be of high quality materials designed to be vandal resistant, and shall have a demonstrated record of durability and availability of parts. All equipment shall have a minimum warranty of 5 years.

I. A sand area should be provided within the 2-5 year playground, if possible, to allow for unstructured sand play.

J. Playground sand shall be washed silica type white sand (or equivalent), uniform in grain size and designed for use in children's play areas. Contractor shall provide a minimum of three samples from varied sources that best meet these guidelines for review and approval prior to purchase and placement of any sand in the playground areas as indicated in construction plans. Sand shall meet the following ASTM C136-84a test for fine white sand as shown in Table 1.0 below:

Table 1.0

Screen Size	Percent Passing Through
#16	100%
#30	98%
#50	62%
#100	17%
#200	0-1%

Table 2.0

Activities	Vestibular	Climbing	Balance	Upper Body	Push/Pull	Crawling/ Bilateral	Fantasy/ Social
Balance Beams			*				
Balance Ropes			*		*		
Binoculars/Telescope							*
Bridge (Moving)	*		*				*
Chinning Bars	*			*	*		
Fire Poles	*	*		*			
Game Panels							*
Horizontal Bars						*	
Jumping Boards	*		*		*		
Ladders		*	*		*	*	
Nets		*	*	*		*	
Parallel Bars				*	*		
Platforms		*					*
Playhouses, etc.							*
Rings	*				*	*	
See Saws	*						
Sensory Gardens							*
Slides	*						
Sound Tubes							*
Spring Riders	*		*	*			
Stairs		*					
Steering Wheels							*
Swings	*				*		
Theme Design							*
Track Ride	*	*			*		
Tunnels						*	*
Turning Bars	*	*			*		

Chapter 6—Play Courts (In progress)

Section 1 – OUTDOOR BASKETBALL COURT

1. DIMENSIONS
   A. Playing area - 84 feet by 50 feet for full court; 47 feet by 50 feet for half court.
   B. Setback - Court surface shall extend a minimum of 5 feet around the entire playing field and a minimum of 10 feet between 2 courts that are placed side -by-side.
   C. Court Gradient - 1.0 to 1.5 percent along the width (shortest dimension) of the court.
   D. Parks & Recreation may also go with a nonstandard court to be determined by type of Parks & Recreation activities planned for that specific park.

2. SURFACE
   A. Courts (including the 5' safety zone) shall have a poured concrete surface with a medium broom finish to prevent slipping.

3. PLACEMENT
   A. A minimum distance of 10 feet shall be provided between courts that are placed side-by-side or end-to-end
   B. When there is a light pole between the courts, the minimum distance shall be 17'1" (which includes 13" for the width of the pole and 8' clear on each side between the light pole and the court).
   C. Where two or more courts are provided at one site, the courts should be configured for multi-purpose use, per Basketball Court Placement Diagram on page 15.

4. MARKINGS
   A. All markings on the playing surface shall be applied as shown below, using a wear-resistant, colored substance.
   B. All lines shall be a minimum of 2 inches wide, unless otherwise noted.
   C. The color of the markings shall be determined during the final design.

5. GOALS
   A. Permanent installation
      1) Bison Mega Duty Basketball Unit
         a. Steel rectangular backboard 42" x 60"
   B. Removable installation
      1) Captain Internal Acrylic HD Breakaway
         a. Backboard 32" x 60" breakaway rim

Section 2 – TENNIS COURTS

1. DIMENSIONS
   A. Playing Area: 36 feet by 78 feet
   B. Safety Zone Clearance
      1) 12 foot side clearance on each side and 21 feet between each baseline and the fence.
      2) For public parks, the concrete shall extend 18 inches out beyond the fence around each court (or courts if more than one) to reduce court maintenance.
   C. Court Gradient: acceptable gradient range for tennis courts is 0.5 to 1.0 percent, with a cross slope.

2. ACCESSIBILITY
   A. Tennis court gates or fence openings shall have a minimum 36 inch clearance.

3. GATES
   A. Courts in public parks shall have a double gate at the end of each court for maintenance access.

4. ORIENTATION
   A. Courts should be laid out on a north-south axis line.

5. COURT PLACEMENT
   A. When two or more courts are placed side-by-side, the minimum distance between adjacent sidelines of the courts shall be 12 feet.
   B. A fence, 42 inches high, shall be placed midway between each two adjacent courts, beginning at a 46-inch gate opening at each end.
   C. The minimum distance between the end of each court and the fence shall be 21 feet.

6. COURT SURFACE
   A. Hot Mix Asphalt Tennis Courts
      1) Materials
         a. A base course of bituminous concrete mixture; crushed aggregate; processed/recycled asphalt or processed/recycled concrete should be installed over the subgrade.
         b. The specified material should meet applicable ASTM specifications.
         c. Compacted thickness will depend on local soil and climatic conditions, but in no case should the thickness be less than the equivalent of 4" of thoroughly compacted crushed stone.
      2) Spreading and Compacting
         a. The material should be spread by methods and in a manner that produces a uniform density and thickness.
         b. The materials thus spread should be compacted to 95% minimum Proctor Test with equipment that provides uniform density.

3) Tolerances
   a. Surface of the base course as compacted should not vary more than 1/2" from the true plane of the court.

B. Intermediate Pavement Course
   1) A leveling course of a hot plant mix having a maximum aggregate size of 3/8" to 3/4" in accordance with specifications of the state's Department of Transportation and/or the Asphalt Institute should be constructed over the base course to a compacted thickness of not less than 1 1/2".
   2) This hot plant mix should be spread and compacted by methods and in a manner that produces a uniform density and thickness.
   3) The finished intermediate course should not vary more than 1/4" in 10', when measured in any direction.

C. Asphaltic Surface Course
   1) General Description
      a. A surface course of a hot plant mix having a maximum aggregate size of 3/8" and a minimum aggregate size of 1/4" should be constructed over the hot mix intermediate course to a compacted thickness of not less than 1".

D. Epoxy-bonded colored surface.
   1) To current USTA standard court colors.

7. MARKINGS
   A. The courts shall have markings for singles, doubles and 10-and-under play.
   B. Baseline shall be painted 4 inches wide.
   C. All other lines shall be painted 2 inches wide.

8. FENCING
   A. 12 foot high 6-gauge chain link fence shall enclose the entire court.
   B. Fence material shall be galvanized.
   C. The courts shall be shielded with an open mesh windscreen of black seamless polypropylene 9 feet high with center tabs.

9. BENCHES
   A. Two benches for players shall be located adjacent to each court.
   B. A bench for patrons waiting to use the courts shall be placed adjacent to the perimeter gate.

10. TRASH CANS
   A. One trash can to be located outside the perimeter gate & adjacent to each court.

11. LIGHTING
   A. Lighting to be determined by location of courts and planned recreational activities.
   B. The minimum maintained lighting levels shall be 50 foot-candles at the net line and 30 foot-candles at the end lines.

12. HOSE BIB
    A. One hose bib shall be provided for every two courts.
    B. Hose bibs shall be located so that water flows away from the hose bibs when hosing down the courts (on the high side of the slope).
    C. Hose bibs shall be of a larger sufficient size with pressure to allow washing courts.
    D. Preference to use recycled water if available.

Chapter 7—Miscellaneous (In progress)

Chapter 8 – New Public Park Design, Review & Approval Process

Section 1 – BACKGROUND

1. SANTA CLARA CITY GENERAL PLAN
   A. Goals: The City General Plan identifies various parks, open space and recreation goals that apply to developments such as 5.9.1-G1 through 5.9.1-G4 that recommends new parks (land) and recreational opportunities be provided with the new development.
   B. Policies: The City General Plan identifies various parks, open space and recreation policies that also apply to developments such as 5.9.1-P1 through 5.9.1-P21 that indicate new parks should serve the needs of the surrounding neighborhood and overall community.

2. SANTA CLARA CITY CODE CHAPTER 17.35
   Effective September 13, 2014, Santa Clara City Code Chapter 17.35 requires every person who constructs or causes to be constructed a dwelling unit or dwelling units or who subdivides residential property to provide adequate park and recreational facilities, and/or pay a fee in-lieu of parkland dedication (at the discretion of the City) pursuant to the Quimby Act (Quimby) and/or Mitigation Fee Act (MFA) provisions.

   According to City Code 17.35, projects may submit a request for credit for eligible on-site private parkland and recreation amenities dedicated to active community recreational use and can satisfy up to half of its total parkland obligation as approved by the City. ***Read Santa Clara City Code Chapter 17.35 in its entirety for all of the requirements.***

   A. 17.35.070(a), the calculation of private open space shall not include features required to be included by zoning and building codes and other applicable laws, including but not limited to existing easements for other public purpose, yards, patios, paseos, court areas, setbacks, sidewalks, decorative landscape areas required with residential site design and other open areas. Per the building code and fire safety, there is a setback requirement of at least 4 feet from a building. A buffer strip/setback of at least 4 feet between private amenities and public parkland should also be deducted from the area calculation.
   B. 17.35.070(b), the private open space shall be devoted to **"Active Recreational Use"**. The private ownership and maintenance of the open space shall be restricted for such use by a recorded written agreement, conveyance, covenant or restrictions. Such document shall be subject to the prior review and approval of the City Attorney, and any future proposed amendments must be first submitted to the City Attorney for approval prior to adoption.
   C. 17.35.070(c), Developer must propose and agree to design and construct the necessary recreational and park facilities and improvement associated with each element of the private open space set forth. The space shall be reasonably adapted for use for recreational purposes, taking into consideration such factors as size, shape, topography, geology, access and location.

D. 17.35.070(d), facilities proposed for the open space shall be in substantial compliance with the provisions of the Parks, Open Space, and Recreation Goals and Policies of the General Plan.
E. 17.35.070(e), the developer shall supply a covenant to maintain the open space to the City Attorney prior to approval of the final subdivision map for review and approval.
F. 17.35.070(f), to qualify for credit, the private open space in a new development must contain at least four (4) of the following eight (8) elements:
   1) Minimum one-half (0.50) acre of play field – open, natural turf area, comprised of a single unit of land, which is generally free of physical barriers which would inhibit group play activities, with a minimum contiguous area of one-half (0.50) acres;
   2) Children's play apparatus - separate play areas for ages 2-5 & ages 5-12 with the inclusion of the 6+1 key elements of play and physical activity: balancing, sliding, swinging, brachiating, spinning, climbing and running/free play/imagination;
   3) Landscaped and furnished, park-like quiet area;
   4) Recreational community gardens;
   5) Family picnic area;
   6) Game, fitness or sport court area;
   7) Accessible swimming pool (minimum size 42' × 75') with adjacent deck and lawn areas;
   8) Recreation center buildings and grounds.
G. 17.35.070(g)(1), these elements must equal a minimum of 0.75 acres, or 32,670sf, of private open space.
H. 17.35.070(g)(2), Developer must attest that every resident has equal access to every feature in every building and not be restricted to the recreational elements and amenities in the building they reside. If limited access is proposed, the credit value can only be applied against the park fee obligation generated by those residents with access to the said recreation area.
I. 17.35.070((g)(3), irregularly shaped pieces of property of less than optimum utility or burdened by topographic consideration that render them unsuitable for **"Active Recreational Use"** shall not be eligible for credit.
J. 17.35.070(h), housing developments in which 100% of the units are affordable to low- and/or moderate-income households, and senior housing developments are eligible for an additional 15% credit toward the parkland dedication requirement.

Section 2 – REQUIREMENT TO PROVIDE PARK AND RECREATIONAL FACILITIES

1. PUBLIC PARKLAND DEDICATION
   A. Focus: "Neighborhood and Community parkland" and "**Active Recreational Use**" as required by Chapter 17.35.
      1) Neighborhood parks are 1 – 15 acres in size.
      2) Community parks are over 15 acres in size.
      3) "**Active Recreational Use**" is the activity that requires the use of organized play areas, including, but not limited to, softball, baseball, football and soccer fields, tennis and basketball courts, fitness stations and various forms of children's play equipment.
   B. Types
      1) Fee Title – preferred.
      2) Public Easement – less preferable, only when it serves public interest. Requires findings.
   C. Parkland Dedication Standard shall mean:
      1) The acreage of park and recreational facilities to be provided per 1,000 City residents from any person who constructs or causes to be constructed a new residential development or who subdivides residential property.
         a. The parkland dedication standard per Quimby provisions is 3.0 acres per 1,000 City residents.
         b. The parkland dedication standard per MFA provisions is 2.53 acres per 1,000 City residents.
   D. All features and amenities in the public parkland must be in substantial compliance with The Americans with Disabilities Act, Federal, State and Local Regulations, as well as Park Standards, where the Department's determination is final.
   E. Development of specific language in a Planning document and Project "condition of approval" describing the parcel(s), the park(s) and the Elements to be dedicated to the City which will be included in a legally binding document recorded with the County Clerk-Recorder's Office;
   F. Development of specific language for a legally binding document(s) that is applicable to each Project describing the parcel(s), the park(s) and the Elements (per Ch. 17.35) such as:
      1) Development Agreement
      2) Maintenance Agreement – public parkland to be maintained to the City's standards as a minimum and should include the specified timeframe (i.e. 40 years)
      3) Insurance Agreement - to cover the City's interest
      4) Covenants, Conditions & Restrictions (CC&Rs)
      5) Homeowner's Association Documents (HOA)
   G. Public Parkland Dedication (Fee Title & Public Easement):
      1) Description of the parcel(s), park name(s) and square footage will be described and identified on the final map and recorded with the County Clerk-Recorder's Office.
   H. Area calculation:
      1) shall not include features required to be included by zoning and building codes and other applicable laws, including but not limited to existing easements for other public purpose, yards, patios, paseos, court areas, setbacks, sidewalks, decorative landscape areas required with residential site design, etc.
      2) Per the building code and fire safety, there is a setback requirement of at least 4 feet from the building that should be deducted from the area calculation. In addition, a buffer

strip/setback of at least 4 feet between private amenities and the public park/parkland is to be deducted from the area calculation.

I. City Park Standard Practice
   1) Wayfinding signs.
   2) Public access from a public right of way to all public parks.
   3) Parking for park visitors.
   4) Restroom facilities if there is more than 1 hour of play value.

2. PRIVATE ON-SITE PARKLAND AND RECREATIONAL AMENITIES
   A. Must contain at least four (4) of the eight (8) specified community and neighborhood park elements:
      1) Open, natural turf area, comprised of a single unit of land, which is generally free of physical barriers which would inhibit group play activities, with a minimum contiguous area of one-half (0.50) acres.
      2) Children's play apparatus – separate play areas for ages 2-5 and ages 5-12 with the inclusion of the 6+1 key elements of play and physical activity: balancing sliding, swinging, brachiating, spinning, climbing and running/free play/imagination.
      3) Landscaped and furnished park-like quiet area.
      4) Recreational community gardens.
      5) Family picnic area.
      6) Game, fitness or sport court area.
      7) Accessible swimming pool (minimum size 42' x 75') with adjacent deck and lawn areas.
      8) Recreation center buildings and grounds.
   B. Size, shape and location
      1) The combined area of "**Active Recreational Use**" for a facility to qualify for credit is a minimum of three quarters (0.75) acres, or 32,670sf.
      2) The area for "**Active Recreational Use**" shall take into consideration such factors as size, shape, topography, geology, access and location, and the developer must propose and agree to design and construct the necessary recreational and park facilities and improvements associated with each Element per Chapter 17.35.
      3) The shape and location shall provide the greatest utility possible to the greatest number of residents of the development. Limited access areas are not recommended and will be calculated accordingly.
      4) Irregularly shaped pieces of property of less than optimum utility or burdened by topographic considerations that render them unsuitable for "**Active Recreational Use**" will not be accepted.
   C. Area calculation:
      1) shall not include features required to be included by zoning and building codes and other applicable laws, including but not limited to existing easements for other public purpose, yards, patios, paseos, court areas, setbacks, sidewalks, decorative landscape areas required with residential site design, etc.
      2) Per the building code and fire safety, there is a setback requirement of at least 4 feet from a building.

D. Compliance:
   1) Must be in compliance with the provisions of the Parks, Open Space and Recreation Goals and Policies of the City General Plan.
   2) All features and amenities must be in substantial compliance with The Americans with Disabilities Act, Federal, State and Local Regulations, as well as Park Standards, where the Department's determination is final.
E. Maintenance:
   1) Developer shall supply a covenant to maintain the private on-site parkland and recreational amenities to the City Attorney.
   2) All furnished areas must remain furnished.
   3) Maintenance and replacement of items should be contained in the CC&Rs.

Section 3 – INTERNAL (STAFF) REVIEW AND APPROVAL PROCESS

1. PARK & RECREATION DEPARTMENT STAFF REVIEW
   A. Landscape design details
      1) Provide Landscape sheets that indicate the standard specifications and typical details for various park items according to the City of Santa Clara Parks & Recreation Park Amenity & Design Standards, included but not limited to:
         a. adequate parking;
         b. electrical/lighting details, light post design;
         c. fencing design, bollards, attachments & types;
         d. grading/drainage;
         e. handicapped access location(s), path of travel;
         f. irrigation detail-typical pipe schedule plan & profiles, bubblers/shrub/spray heads/timers/remote control system, backflow prevention, recycled/potable water (drinking fountain);
         g. park signage/rules and entry sign;
         h. recommended planting list and typical tree planting detail;
         i. soil profile and turf type recommendations;
         j. typical pathway dimensions, materials, compaction/composition recommendations, mow band dimensions;
         k. typical park amenities/product recommendations for picnic benches, BBQ, park bench, playground apparatus;
         l. utility access and vault locations;
         m. other (i.e. trail connections).
   B. Conditions
      1) Upon receiving a complete application for a residential development or subdivision, the Director of Parks & Recreation shall determine the conditions necessary to comply with the requirements of parkland dedication as set forth in Chapter 17.35.
      2) Said conditions shall be proposed to the Approving Authority as conditions of approval for the project.
      3) All furnished areas included in the private and public park and recreational land must remain furnished and the maintenance & replacement of such items will be contained in an appropriate legally binding document that will run in perpetuity with the land.
   C. Additional Steps in the "process":
      1) Construction oversight usually provided by Public Works Department engineering staff;
      2) A punch list development & project review;
      3) Maintenance/warranty period;
      4) Title/dedication of parcel to City;
      5) Acceptance of Project by the City;
      6) Park dedication ceremony.

Section 4 – PUBLIC DESIGN REVIEW AND APPROVAL PROCESS

1. PUBLIC MEETING #1 – Scaled Drawing and Story Board Submission for Park & Recreation Commission
   A. Submit three park conceptual options. These should provide preliminary draft "Concept A", "Concept B" and "Concept C" (or more) and include the words on each of the sheets *"Preliminary Conceptual Design for discussion purposes only."*
   B. Plans should be 24 x 36 (D-Size paper) and follow City preferred format: "D-Size Project Title Sheet" and "D-Size Project Title Block". Request these documents if needed.
   C. These will be needed two weeks prior to the meeting date to be reviewed internally and potentially also with the City Manager's Office. To help the discussion and anticipate questions of what, where, dimensions, setbacks, and materials contemplated, the sheets and/or presentation (power point is an option) should include design elements in "call out boxes" (line from the location in the design to the picture/example of what is contemplated), and the relative size(s) and square footage of the features.
   D. The Commission will ask questions and make comments, followed by public comment.

2. PUBLIC MEETING #2 – Scaled Drawing and Story Board Submission for Park & Recreation Commission (potentially a community meeting)
   A. Present further design improvements and show how design solutions were incorporated to address comments and priority concerns.
   B. May address construction and maintenance costs. Commission makes recommendation regarding preferred design option to City Council.

3. PUBLIC MEETING #3 – Scaled Drawings & Story Board Submission for City Council
   A. Tight presentation of 3-5 slides covering project background, initial design criteria, Conceptual Renderings, public input process and request for Council Input/Approval.
   B. Will work with staff to incorporate into City Council report format and timelines.

4. Construction Design Plans Required:
   Plans should be 24 x 36 (D-Size paper) and follow City preferred format: "D-Size Project Title Sheet" and "D-Size Project Title Block". Request these documents if needed.

5. As-Built Plans – official record drawings that document what was actually constructed - to be submitted to Parks & Recreation Department upon final sign-off.

EXHIBIT E

ENGINEERING PLAN CHECK FEES

[as of the Effective Date]

[Attached]

CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:
ENGINEERING/LPD; DESIGN; TRAFFIC

RESOLUTION NUMBER: **APPROVED:**

DESCRIPTION OF FEE, RATE or CHARGE	CURRENT FEE and PERIOD	CHARGING DEPT / DIV ——— COLLECTING DEPT / DIV	DATE FEE LAST CHANGED / ORDINANCE NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2016-17	Percent Change
Encroachment Permit: ~~Engineering & Inspection Fee~~	$ ~~8.00% of construction cost, or~~ $ ~~320.00 minimum~~	**Charged By:** Engineering/ LPD **Collected By:** Finance	**Date:** 04/21/15 **O. No.:** **O. Date:**	**Objective:** Recover Cost **Prop 26 Exception:** 1,2,3 **Full Cost:** Varies ~~242.00~~	See note 3 for justification		
Encroachment Permit: Engineering Plan Check for Projects up to $15K (per plan set)-includes 3 checks	$					$ 339.00	REVISED
Engineering Plan Check for Projects over to $15K (per plan sheet)-includes 3 checks	$					$ 1,187.00	REVISED
Engineering Plan Check (per plan set for Projects up to $15K and per sheet for Projects over $15K)-4th and subsequent review	$					$ 113.00	REVISED
Encroachment Permit: Engineering Inspection							
$0-$15K	$					$ 339.00	REVISED
$15,001-$25K	$					$ 1,357.00	REVISED
$25,001-$50K	$					$ 3,392.00	REVISED
$50,001-$100K	$					$ 5,653.00	REVISED
$101K-$200K	$					$ 9,044.00	REVISED
$201K-$500K	$					$ 19,219.00	REVISED
$501K-$1M	$					$ 38,439.00	REVISED
>$1M; plus each additional $500K or fraction thereof	$					$ 12,436.00	REVISED

EXHIBIT F

SELECTED SANTA CLARA CITY CODE SECTIONS

[ATTACHED]

Santa Clara City Code (in effect as of August 12, 2016)

17.10.220 Time for and initiation of review.

(a) Regular Periodic Review. The City shall review the performance of the developer under a development agreement periodically on a regular basis as determined in the development agreement or by this subsection at least once every twelve (12) months for the term of the development agreement. Ninety (90) days prior to the "established date or dates for regular periodic review" which shall be the anniversary of the effective date of the development agreement, or such other substitute date or dates, mutually agreed to by the qualified applicant or developer and City in writing for such regular periodic reviews, the developer shall submit to the Planning Director evidence of the good faith compliance with the development agreement. If the Planning Director determines that such evidence is insufficient for the Planning Director's regular periodic review, or if the developer fails to submit any evidence, then prior to seventy-five (75) days of the established date or dates for regular periodic review the Planning Director shall deliver or mail written notice to the developer of the developer's failure to submit any evidence or specifying the additional information reasonably required by the Planning Director in order to review the developer's good faith compliance with the development agreement. The developer shall have thirty (30) days after mailing or delivery of such written notice by the Planning Director in which to respond to the Planning Director. If the developer fails to provide such information to the Planning Director within the thirty (30) day period, the Planning Director shall not find that the developer has complied in good faith with the terms of the development agreement.

(b) Special Review.

(1) Initiation of Review. Reviews which are other than the regular periodic reviews provided for in subsection (a) of this section are defined as special reviews and may be had either by agreement between the developer and City or by initiation of the City by the affirmative vote of the City Council, but in any event shall not be held more frequently than three times a year.

(2) Notice of Special Review. The Planning Director shall begin the special review proceeding by mailing or delivering written notice to the developer that the City intends to undertake a special review for the good faith compliance of developer with the development agreement. He shall mail or deliver to the developer a thirty (30) day notice of intent to undertake such a special review within which thirty (30) days developer shall provide to the Planning Director evidence of good faith compliance with the terms of the development agreement. If the Planning Director determines that such evidence is insufficient for the Planning Director's review, or if the developer fails to submit any evidence within the thirty (30) day period, then within forty-five (45) days of giving the notice of intent to undertake a special review, the Planning Director shall deliver or mail written notice to the developer of the developer's failure to submit any evidence or additional information reasonably required by the Planning Director in order to review the developer's good faith compliance with the development agreement. As with the regular periodic review, the developer shall have thirty (30) days after mailing or delivering of such written notice by the Planning Director in which to respond to the Planning Director. If the developer fails to provide such information to the Planning Director within the thirty (30) day period,

developer shall not be found by the Planning Director to have complied in good faith with the terms of the development agreement. (Ord. 1589 § 1, 7-5-88. Formerly § 8B-22).

17.10.230 Finding of compliance.

With respect to either a regular periodic review or a special review, if the Planning Director finds good faith compliance by the developer with the terms of the development agreement for the period reviewed, the Planning Director, upon request of developer, shall issue a certificate of compliance for such period reviewed, which shall be in recordable form and may be recorded by the developer in the official records of Santa Clara County. The issuance of a certificate of compliance by the Planning Director shall conclude the review for the applicable period for which the finding was made and such determination shall be final in the absence of fraud. (Ord. 1589 § 1, 7-5-88. Formerly § 8B-23).

17.10.240 Failure to find good faith compliance.

If the Planning Director does not find, on the basis of substantial evidence, that the developer has complied in good faith with the terms of the development agreement, he shall so notify the City Council and the developer. The Planning Director shall specify the reasons for the Planning Director's determination, the information relied upon in making such decision and any findings made with respect thereto. At the next regularly scheduled meeting of the City Council on which the matter is agendized, or to which it is continued, the City Council shall take one of the following actions:

(a) Compliance. Determine on the basis of evidence presented that there has been good faith compliance by the developer with the terms of the development agreement, in which event the Planning Director, upon request of the developer, shall issue a certificate of compliance in accordance with SCCC 17.10.230.

(b) Failure to Find Good Faith Compliance. If the City Council is unable to determine on the basis of the evidence presented that there has been good faith compliance by the developer with the terms of the development agreement, the City Council shall do one or more of the following:

(1) Additional Time. Upon receipt of sufficient justification to City Council, grant the developer additional time in which to establish good faith compliance with the terms of the development agreement at a subsequent duly called Council meeting; or

(2) Hearing. Set a date for a public hearing on the issue of compliance by the developer with the terms of the development agreement and the possible conditioning and/or termination or modification of the development agreement in accordance with California Government Code Section 65865.1, which public hearing shall be conducted in accordance with SCCC 17.10.250. (Ord. 1589 § 1, 7-5-88. Formerly § 8B-24).

17.10.250 Public hearing.

The City Council shall, within ninety (90) days of the City Council's setting a date for a public hearing in SCCC 17.10.240(b)(2), conduct a public hearing at which the developer shall have the opportunity to demonstrate good faith compliance with the terms of the development agreement on the basis of substantial evidence presented to the City Council. The burden of proof of this issue is upon the developer. (Ord. 1589 § 1, 7-5-88. Formerly § 8B-25).

17.10.260 Findings upon public hearing.

The City Council shall determine upon the basis of substantial evidence whether or not the developer has complied in good faith with the terms and conditions of the development agreement. (Ord. 1589 § 1, 7-5-88. Formerly § 8B-26).

17.10.270 Procedure upon findings.

(a) Compliance. If the City Council finds and determines on the basis of substantial evidence that the developer has complied in good faith with the terms and conditions of the development agreement during the period under review, the review for that period is concluded and such determination is final in absence of fraud.

(b) Noncompliance. If the City Council finds and determines on the basis of substantial evidence that the developer has not complied in good faith with the terms and conditions of the development agreement during the period under review, the City Council may allow the development agreement to be continued by imposition of new terms and conditions intended to remedy such noncompliance or to be otherwise modified, by the mutual consent of the developer and the City or the City Council may unilaterally terminate the development agreement or take other action authorized by Government Code Section 65865.1. The City Council may impose such terms and conditions to the action it takes as it considers necessary to protect the interests of the City. The decision of the City Council shall be final. The rights of the parties after termination shall be as set forth in SCCC 17.10.370.

(c) Ordinance. Any termination, modification or imposition of new terms and conditions pursuant to this section shall be by ordinance. The ordinance shall recite the facts, findings, information relied on and/or the lack thereof, and the reasons which, in the opinion of the City Council, make the termination or modifications or imposition of new terms and conditions of the development agreement necessary. The enactment of such an ordinance by the City Council shall be final and conclusive as to its effect on the subject development agreement. Not later than ten days following the adoption of the ordinance, one copy thereof shall be forwarded to the developer. The development agreement shall be terminated, or the amendments to the development agreement shall become effective, on the effective date of the ordinance or as otherwise provided in such ordinance. (Ord. 1589 § 1, 7-5-88. Formerly § 8B-27).

17.10.280 Certificate of compliance.

If the City Council finds good faith compliance by the developer with the terms of the development agreement, the Planning Director upon request of the developer shall issue a certificate of compliance, which shall be in recordable form and may be recorded by the developer in the official records of the County of Santa Clara. (Ord. 1589 § 1, 7-5-88. Formerly § 8B-28).

EXHIBIT G

MORTGAGEE PROVISIONS FROM DDA

23. Financing; Rights Of Mortgagees.

23.1 Right to Mortgage; Conditions. Notwithstanding any provision of this Agreement to the contrary, Developer shall have the right to mortgage or pledge its interest in this Agreement and its interest in the Development Parcels to one or more Mortgagees and/or to permit the direct or indirect interest in Developer to be pledged to a Mezzanine Lender, in each case without City's consent, at any time and from time to time during the Term; provided, that no holder of any Mortgage or Mezzanine Loan, nor anyone claiming by, through or under any such Mortgage or Mezzanine Loan, shall by virtue thereof acquire any greater rights hereunder than Developer has, except the right to cure or remedy Developer's defaults as more fully set forth below in this Article 23 and such other rights as are expressly granted to Mortgagees or Mezzanine Lenders hereunder. Notwithstanding the foregoing, however, no Mortgage or Mezzanine Loan shall be effective, unless:

23.1.1 At the time such Mortgage or Mezzanine Loan becomes effective, there are no existing Events of Default; and provided that, unless otherwise notified in writing by City that there is an existing Event of Default, any actual or prospective Mortgagee and Mezzanine Lender may conclusively rely on a statement to the effect that there is no existing Event of Default on the part of Developer given by City with respect to Developer under this Agreement for a period of thirty days after the delivery thereof;

23.1.2 Such Mortgage shall be subject to all the agreements, terms, covenants and conditions of this Agreement;

23.1.3 Such Mortgage shall contain in substance the following provision (and no provisions inconsistent therewith in any material respect): "This instrument and all rights of the mortgagee hereunder are, without the necessity for the execution of any further documents, subject and subordinate to the rights of City under the Agreement hereby mortgaged, as said Agreement may have been previously modified, amended or renewed, or may hereafter be modified, amended or renewed with the consent of the mortgagee, which consent may not be unreasonably withheld, conditioned or delayed. Nevertheless, the holder of this mortgage agrees from time to time upon request and without charge to execute, acknowledge and deliver any instruments reasonably requested by City to evidence the foregoing subordination."

23.2 Notice of Mortgages. Tenant or the Leasehold Mortgagee or Mezzanine Lender shall give to City written notice of the making of any Leasehold Mortgage or Mezzanine Loan (which notice shall contain the name and office address of the Leasehold Mortgagee or Mezzanine Lender and shall contain information in reasonable detail demonstrating that the Leasehold Mortgagee or Mezzanine Lender is a Leasehold Mortgagee or Mezzanine Lender as defined in this Lease) no later than ten (10) days after the execution and delivery of such Leasehold Mortgage or Mezzanine Loan and a duplicate original or certified copy thereof after the recording of any Leasehold Mortgage executed by Tenant and upon the written request of City, Tenant shall, at Tenant's own cost and expense, record in the Official Records a written request, executed and acknowledged by City, for a copy of any notice of default and a copy of any notice of sale under such Leasehold Mortgage to be mailed to City at the address specified in the request by City.

23.3 Mortgagee Right to Notices. City shall give to each Mortgagee or Mezzanine Lender, at the address of such Mortgagee or Mezzanine Lender set forth in a written notice from such Mortgagee or Mezzanine Lender or from Developer delivered in the manner provided by Section 29.33, a copy of each notice given by City to Developer under Section 21.2 at the same time as and whenever any such notice shall thereafter be given by City to Developer, and, without affecting or extending the commencement of any grace or cure period available to Developer as provided in this Agreement, no such notice by City shall be deemed to have been duly given to such Mortgagee or Mezzanine Lender (and no grace or cure period in favor of such Mortgagee or Mezzanine Lender shall be deemed to have commenced) unless and until a copy thereof shall have been given to each such Mortgagee and Mezzanine Lender. Each Mortgagee and Mezzanine Lender (i) shall thereupon have a period of ten (10) days more in the case of a default in the payment of any fees due under this Agreement (a "**Monetary Event of Default**") and thirty (30) days more in the case of any other default (each, a "**Non-Monetary Event of Default**"), after the applicable period afforded Developer for remedying the default or causing the same to be remedied has expired and (ii) shall, within such period and otherwise as herein provided, have the right (but not the obligation) to remedy such default or cause the same to be remedied. City shall accept performance by or on behalf of a Mortgagee or Mezzanine Lender of any covenant, condition or agreement on Developer's part to be performed hereunder with the same force and effect as though performed by Developer, so long as such performance is made in accordance with the terms and provisions of this Agreement. City shall not object to and shall cooperate with any entry onto the Project Site by or on behalf of a Mortgagee or a Mezzanine Lender to the extent necessary to effect such Mortgagee's or Mezzanine Lender's cure rights, provided such entry is in compliance with Applicable Law.

23.4 Mortgagee Right to Cure. No Non-Monetary Event of Default shall be deemed to exist as long as a Mortgagee or Mezzanine Lender, in good faith, (i) shall have commenced to cure (or caused to be commenced such cure) such Non-Monetary Event of Default within thirty days after the expiration of the applicable period afforded to Developer for remedying such Non-Monetary Default, and continuously prosecutes or causes to be prosecuted the same to completion with reasonable diligence (subject to Force Majeure) or (ii) if possession or control of the Project Site or any part thereof is required in order to cure such Non-Monetary Event of Default, and Mortgagee or Mezzanine Lender shall have notified City within thirty days after the expiration of the applicable period afforded to Developer for remedying the Non-Monetary Event of Default of its intention to institute foreclosure proceedings to obtain possession or control directly or through a receiver, and thereafter promptly commences such foreclosure proceedings, prosecutes such proceedings with all reasonable diligence and continuity (subject to Force Majeure) and, upon obtaining possession, ownership and/or control of Developer's interest hereunder, commences or causes its designee to commence promptly to cure the Non-Monetary Event of Default and prosecutes the same to completion with all reasonable diligence and continuity (subject to Force Majeure); provided that the Mortgagee or Mezzanine Lender or its designee shall have delivered to City, in writing, within the time periods set forth in subclause (i) or (ii) herein, its agreement, subject to the last sentence of this Section 23.4, to cause the party obtaining possession, ownership and/or control of Developer's estate hereunder to agree to take the action described in subclause (i) or (ii) herein (the "**Lender Notice of Cure**"); and provided, further, that during the period in which the actions comprising the Lender Notice of Cure are being performed, all of the other obligations of Developer under this Agreement (other than those that require possession or control of the Project Site in order to

cure) are being duly performed within any applicable notice and cure periods (including any applicable notice and cure rights of Mortgagees and Mezzanine Lenders hereunder). In the event that at any time after the delivery of the Lender Notice of Cure, the Mortgagee or Mezzanine Lender notifies City, in writing, that it has relinquished possession or control of the Project Site or that it will not institute foreclosure proceedings or, if such proceedings have been commenced, that it has discontinued them, thereupon, City shall have the unrestricted right to terminate this Agreement by reason of any Event of Default (and to take any other action it deems appropriate by reason of any Event of Default by Developer).

23.5 Obligation to Construct After Foreclosure. A Mortgagee, Mezzanine Lender, assignee or transferee gaining possession, ownership and/or control of the Project Site under a foreclosure or transfer in lieu of foreclosure shall not be bound by any deadline for completion of any construction or alterations required of Developer under this Agreement; provided, however, that such Person gaining possession, ownership, and/or control of Developer's estate hereunder pursuant to a foreclosure or transfer in lieu of foreclosure shall with all reasonable diligence and continuity prosecute completion of same. Notwithstanding anything in this Article 23.5 to the contrary, a Mortgagee, Mezzanine Lender, assignee or transferee gaining possession, ownership and/or control of the Project Site pursuant to a foreclosure or transfer in lieu of foreclosure shall not be required to cure any Events of Default arising from obligations of Developer that are not capable of being cured, and if any Mortgagee, Mezzanine Lender, successor leasehold owner, assignee or transferee shall acquire the Project Site pursuant to a foreclosure or transfer in lieu of foreclosure, then any such Non-Monetary Events of Default arising from an obligation by Developer that is not capable of being cured shall no longer be deemed an Event of Default or Non-Monetary Event of Default.

23.6 Restrictions on City During Mortgagee Cure Period. With respect to an Event of Default, so long as a Mortgagee or Mezzanine Lender shall be diligently exercising its cure rights under this Agreement, City shall not: (i) re-enter the Project Site; (ii) serve a termination notice; or (iii) bring a proceeding on account of such default to (x) dispossess Developer and/or other occupants of the Project Site, (y) re-enter the Project Site, or (z) terminate this Agreement (such rights described in clauses (i), (ii) and (iii), "**City's Termination Rights**"). In addition, with respect to a Monetary Event of Default, City shall not exercise any of City's Termination Rights so long as a Mortgagee or a Mezzanine Lender shall be diligently exercising its cure rights under this Section 23 within the time periods set forth in this Section 23; provided, however, that (A) nothing contained in this Section 23.6 shall in any way impair the right of City to exercise any of City's Termination Rights or to enforce any other remedy in the event of any other Event of Default by Developer in the performance of its obligations hereunder, subject to a Mortgagees or Mezzanine Lender's rights hereunder with respect to any such Event of Default, and (B) upon any cessation of a Mortgagee or Mezzanine Lender so exercising such rights and undertaking such activities, City may exercise any of City's Termination Rights hereunder. Nothing in the protections to Mortgagees or Mezzanine Lenders provided in this Agreement shall be construed to either (I) extend the Term, or (II) require such Mortgagee or Mezzanine Lender to cure any Event of Default by Developer that is not capable of being cured as a condition to preserving this Agreement.

23.7 Foreclosure Not a Default. The exercise of any rights or remedies of a Mortgagee under a Mortgage or a Mezzanine Lender under a Mezzanine Loan, including the

consummation of any foreclosure or transfer in lieu of foreclosure, shall not constitute a default under this Agreement or require the consent of City.

23.8 Limitation on Liability of Mortgagee. No Mortgagee or Mezzanine Lender shall become liable under this Agreement unless and until such time as it becomes, and then only for so long as it remains, the owner of, or has control over, the interest in the Project Site created hereby, and no performance by or on behalf of a Mortgagee or Mezzanine Lender of Developer's obligations hereunder shall cause such Mortgagee or Mezzanine Lender to be deemed to be a "mortgagee in possession" unless and until such Mortgagee shall take possession, ownership and/or control of the Project Site, or such Mezzanine Lender shall take possession or control of Developer, as applicable.

23.9 More Than One Mortgagee. If there is more than one Mortgagee, the rights and obligations afforded by this Article 23 to a Mortgagee shall be exercisable only by the party whose collateral interest in the Project Site is senior in lien (or that has obtained the consent of any Mortgagees whose Mortgage is senior to the Mortgage of such Mortgagee).

23.10 Bankruptcy. This section shall apply in the event of any proceeding by Developer under the United States Bankruptcy Code (Title 11 U.S.C.) as now or hereafter in effect. If this Agreement is rejected or deemed rejected by Developer or its trustee in bankruptcy, and provided, that, the Mortgagee or Mezzanine Lender cures or causes to be cured all outstanding Developer defaults in accordance herewith, Mortgagee or Mezzanine Lender shall have thirty (30) days following such rejection or deemed rejection to, at Mortgagee or Mezzanine Lender's discretion and to the extent permitted by Applicable Law, enter into an assignment and assumption instrument in form and substance reasonably satisfactory to City and such Mortgagee or Mezzanine Lender pursuant to which Developer shall assign to the Mortgagee or Mezzanine Lender, and the Mortgagee or Mezzanine Lender shall assume, all of Developer's interest and obligations under this Agreement whether arising or accruing before or after the date of such assignment and assumption, and this Agreement shall not terminate and the Mortgagee or Mezzanine Lender shall have all rights of the Mortgagee or Mezzanine Lender under this Section 10 as if such bankruptcy proceeding had not occurred. If any court of competent jurisdiction shall determine that this Agreement shall have been terminated notwithstanding the terms of the preceding sentence as a result of rejection by Developer or the trustee in connection with any such proceeding, the rights of Mortgagee or Mezzanine Lender to a New Agreement from City pursuant to the applicable provisions of Section 23.11 shall not be affected thereby.

23.11 New Agreement. In the event of the termination of this Agreement before the expiration of the Term, including, without limitation, the termination of this Agreement by the City on account of an Event of Default or the rejection of this Agreement by a trustee of Developer in bankruptcy, City shall serve upon the Mortgagee or Mezzanine Lender written notice that this Agreement has been terminated, together with a statement of any and all sums which would at that time be due under this Agreement but for such termination, and of all other defaults, if any, under this Agreement then known to City. The Mortgagee or Mezzanine Lender shall thereupon have the option to the assignment of all of Developer's rights and obligations hereunder, in accordance with and upon the following terms and conditions:

(i) Upon the written request of the Mortgagee or Mezzanine Lender, within thirty (30) days after service of such notice that this Agreement has been terminated, City shall enter into a new Agreement with the most senior Mortgagee or Mezzanine Lender giving notice within such period or its designee; and

(ii) Such new Agreement shall be entered into at the reasonable cost of the Mortgagee or Mezzanine Lender thereunder, shall be effective as of the date of termination of this Agreement, and shall be for the remainder of the Term hereof and upon all the agreements, terms, covenants and conditions hereof. Such new Agreement shall have the same priority as this Agreement, including priority over any mortgage or other lien, charge or encumbrance on the title to the Project Site. Such new Agreement shall require the Mortgagee or Mezzanine Lender to perform any unfulfilled monetary obligation of Developer under this Agreement that would, at the time of the execution of the new Agreement, be due under this Agreement if this Agreement had not been terminated and to perform as soon as reasonably practicable any unfulfilled non-monetary obligation which is reasonably susceptible of being performed by such Mortgagee or Mezzanine Lender other than obligations of Developer with respect to construction of the Initial Improvements, which obligations shall be performed by Mortgagee or Mezzanine Lender in accordance with the terms of the applicable Ground Lease. Upon the execution of such new Lease, the Mortgagee or Mezzanine Lender shall pay any and all sums which would at the time of the execution thereof be due under this Agreement but for such termination, and shall pay all expenses incurred by City in connection with such defaults and termination and the preparation, execution and delivery of such new Agreement. The provisions of this Section 23.11 shall survive any termination of this Agreement (except as otherwise expressly set out in the first sentence of Section 22.11), and shall constitute a separate agreement by the City for the benefit of and enforceable by the Mortgagee or Mezzanine Lender.

23.12 Additional Mortgagee Protections. In addition to the other rights, notices and cure periods afforded to Mortgagees, City further agrees that:

23.12.1 without the prior consent of each Mortgagee (which consent is not to be unreasonably withheld, conditioned or delayed), to the extent required in the Mortgage, City will neither agree to any modification or amendment of this Agreement (other than an immaterial modification or amendment), nor accept a surrender or cancellation of this Agreement;

23.12.2 City shall consider in good faith any modification to this Agreement requested by a Mortgagee as a condition or term of granting financing to Developer, so long as the same does not materially increase City's obligations, diminish Developer's or the Phase Developer's obligations, or diminish City's rights and immunities hereunder;

23.12.3 the Mortgagee whose Mortgage is most senior in lien (or that has obtained the consent of any Mortgagees whose Mortgage is senior to the Mortgage of such Mortgagee) shall have the right to participate in any arbitration proceedings under Article 20, although only one Mortgagee shall have such participation rights at any given time;

23.12.4 at the request of Developer from time to time, City shall execute and deliver an instrument addressed to the holder of any Mortgage or Mezzanine Loan

confirming that such holder is a Mortgagee or Mezzanine Lender (provided, that City may require such Mortgagee or Mezzanine Lender to provide such reasonably detailed information as is necessary for City to make such determination) and entitled to the benefit of all provisions contained in this Agreement which are expressly stated to be for the benefit of Mortgagees or Mezzanine Lenders.

23.13 Rights of Phase Developers. The rights of and restrictions on Phase Developers with respect to the subject matter of this Article 23 are governed by the Ground Lease.

5155 Stars and Stripes Drive – Web Link Slip Sheet to
City Place Final Environmental Impact Report
and
Mitigation Monitoring or Reporting Program

https://www.santaclaraca.gov/Home/Components/BusinessDirectory/BusinessDirectory/135/3650?npage=2

RELATED SANTA CLARA PHASE 1 DAP PROJECT

CEQA Addendum

Prepared for
City of Santa Clara

February 2020

ESA

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CEQA Addendum

Prepared for
City of Santa Clara

February 2020

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RELATED SANTA CLARA PHASE 1 DAP PROJECT

CEQA Addendum

1 General Project Information

1.1 Project Title

Related Santa Clara DAP 1, Phase 1, Parcel 5

1.2 Lead Agency Name and Address

City of Santa Clara
Planning Division
1500 Warburton Avenue
Santa Clara, CA 95050

1.3 Planning/CEQA File Number

PLN2019-14186 (PLN2014-10554/CEQ2014-01180/SCH2014072078)

1.4 Contact Person and Phone Number

Jeffery Schwilk, Associate Planner
Planning Division
jschwilk@santaclaraca.gov
(408) 615-2456

1.5 Project Location

Phase 1 (generally Parcel 5) of the Related Santa Clara Project site (generally north of Tasman Drive up to and including Stars and Stripes Drive, east of Lafayette Street, and west of the City Parking Garage and San Tomas Aquino Creek)
Assessor's Parcel Nos. 104-03-036 (portion), 104-03-037 (portion), 104-03-038 and 104-03-039

1.6 Project Applicant's Name and Address

Related Santa Clara
5201 Great America Parkway, Suite 532
Santa Clara, CA 95054

1.7 Existing General Plan Designations

Urban Center/Entertainment District

1.8 Existing Zoning

Planned Development - Master Community (PD-MC)

1.9 Requested Permits

- Planning Commission consideration of and City Council approval of a Phase 1—Development Area Plan.
- Community Development Director approval of the Architectural Materials component of the Phase 1 DAP, as allowed pursuant to the MCP zoning.
- City administrative approvals for such items as demolition permits, grading permits, building permits, on- and off-site work permits (e.g., public right-of-way improvements, and tie backs), encroachment permits, utilities and stormwater protection measures.
- Various implementation agreements between the applicant and the City, as needed.
- Bay Area Air Quality Management District (BAAQMD) – Issuance of permits for hazardous abatement activities, if any.
- Regional Water Quality Control Board (RWQCB) – Acceptance of a Notice of Intent to obtain coverage under the General Construction Activity Storm Water Permit, and Notice of Termination after construction is complete.

2 Background

2.1 Planning Context

The proposed Related Santa Clara Phase 1 Development Area Plan (DAP) Project (DAP 1 Project) site is located generally on Parcel 5 of the City Place Santa Clara Project, for which the City of Santa Clara certified an Environmental Impact Report (EIR) on June 28, 2016, pursuant to the California Environmental Quality Act (CEQA) (see Figures 1 and 2) and approved a General Plan amendment, zoning amendments (including a Master Community Plan) and other entitlements.

The City Place Santa Clara Project (City Place Project or Project) includes conversion of 240-acres of City-owned property into a multi-phase, mixed-use development.[1] The Project analyzed in the EIR and approved at the Master Community Plan level entails demolition of the existing buildings and on-site features and establishment of a new mixed-use City neighborhood with a defined center to serve as a focal point for a pedestrian-oriented "live, work, and play" environment. The Project, as analyzed in the EIR, proposed to divide the Project site into five development parcels: Parcel 1 (36.8 acres), Parcel 2 (60.9 acres), Parcel 3 (34.9 acres), Parcel 4 (86.6 acres), and Parcel 5 (8 acres). The EIR also analyzed four variants to vehicular access including the "New Tasman Drive Intersection Variant 2" which proposed to relocate Stars and Stripes Drive 100 feet to the north and increase the developable acreage in Phase 1.

The Project was approved to include up to 9.16 million gross square feet (gsf) of office buildings, retail and entertainment facilities, residential units, and hotel rooms; it will also include surface and structured parking facilities. In addition, the Project will include: large, shared open spaces throughout the project site; new pedestrian and vehicular entrances and roadway networks; new roads; new, upgraded, and expanded infrastructure; and new utilities, with improvements to off-site connections. In addition, the Project will include construction of a fire station to replace existing Santa Clara Fire Station 10 (Fire Station 10), which would be demolished to accommodate the Project. Because the majority of the Project is located over the former Santa Clara All-Purpose Landfill (Landfill), it includes the following additional activities: constructing foundation systems that minimize disturbance to, and preserve the integrity of, Landfill components; relocating, upgrading, and/or replacing, as necessary, the existing groundwater monitoring network, leachate collection system, and landfill gas collection and removal systems; and conducting associated environmental remediation activities.

The EIR analyzed two conceptual land use schemes (Scheme A and Scheme B) for the project site to capture the range of possible land uses that could be developed. Both schemes included a building area of up to 9.16 million gsf. Under Scheme A, the uses for Parcels 1, 2, and 3 would be primarily office uses, and Parcels 4 and 5 would be devoted to mixed-use development, consisting of commercial uses, including retail, food and beverage, and entertainment uses along with offices, a hotel, and multi-family residential uses (up to 1,680 units). Scheme B proposed the same development scheme and building area at Parcels 1 and 3 as Scheme A. At Parcel 2, a retail center with offices was proposed rather than only the office use proposed under Scheme A. At

[1] Although the City Place Santa Clara Project is now referred to as "Related Santa Clara," this addendum uses "City Place Santa Clara" as that is consistent with the naming in the CEQA documents and the Master Community Plan.

Parcel 4, no residential use was proposed, instead office development equal in area to the residential development in Scheme A was included, along with the same amount of space for the proposed hotel, retail uses, entertainment venues, and open space areas. Development at Parcel 5 was proposed to include the same amount of residential, hotel, retail, and office uses under both schemes.

As a part of Project approval, on June 28, 2016, the City adopted a Master Community Plan (MCP) for the Project site that became a part of the Zoning Map of the City and that anticipated up to eight potential phases of development, each of which would be governed by a DAP. The MCP is consistent with the Project analyzed in the EIR and future development on the site is required to conform with the MCP.

2.2 CEQA Context

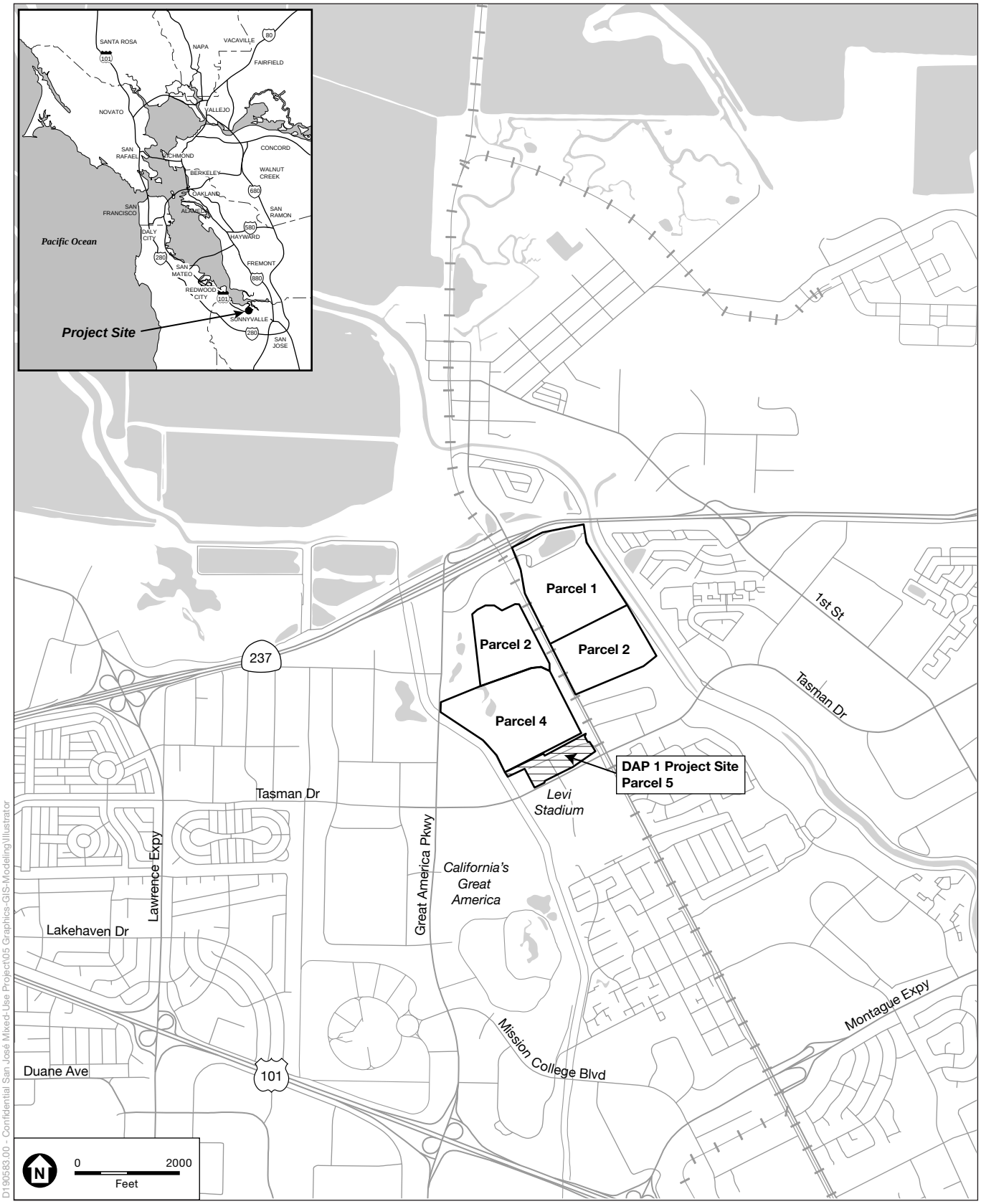
The City Place Santa Clara Project EIR was certified June 28, 2016. This EIR is hereby incorporated by reference and can be obtained from the City of Santa Clara Planning Division at 1500 Warburton Avenue, Santa Clara, California, 95050, and on the City of Santa Clara Planning Division website at http://www.santaclaraca.gov/Home/Components/BusinessDirectory/BusinessDirectory/135/3650.

As described above, the EIR analyzed two conceptual land use schemes and four access point variants for the Project site to capture the range of possible land uses that could be developed. This approach allowed for some flexibility in location, amount, and type of future development in terms of the precise mix of newly developed land uses and their location within the Project site. Therefore, as long as the overall project site buildout stays within the impact envelope analyzed in the EIR and the developable area does not change more than 20 percent in a single phase, individual DAPs need not adhere to the specific parcel-by-parcel assumptions in the Project.

The EIR anticipated that the environmental review of specific development projects, or DAPs, consistent with the Project would be streamlined in accordance with CEQA. The DAP 1 Project is included in the Project's level of development proposed for the site and is within the broader development assumptions and thus within the impact envelope of the Project analyzed in the EIR. This CEQA Analysis is an addendum to the EIR, which provides the analysis evaluating the potential significant environmental impacts that could result from the DAP 1 Project when compared with the Project analyzed in the EIR in compliance with CEQA Guidelines Section 15164.

2.2.1 City Place EIR – Environmental Effects Summary

The EIR determined that the City Place Project would result in **no impacts** for aesthetics (adversely affect scenic vistas); biological resources (plant species, habitat conservation plan); cultural resources (changes to historic resources); geology and soils (alternative waste water system); hazards and hazardous materials (private airstrip, wildland fires); hydrology and water quality (seiche, tsunami, or mudflow); land use (physical division of an established community); noise (private airstrip); population and housing (housing displacement); utilities and service systems (solid waste regulation); agricultural or forestry resources, and mineral resources.



SOURCE: ESA, 2019

Related Santa Clara DAP 1

Figure 1
Project Location

ESA

SFO\19xxx\D191172.00 - Santa Clara Related DAP1 and DAP2\05 Graphics-GIS-Modeling\Illustrator

SOURCE: Gensler, 2019

Related Santa Clara DAP 1

Figure 2
City Place Parcels

ESA

Less-than-significant impacts were identified for the following resources in the EIR: air quality (carbon monoxide CO concentrations; asbestos); biological resources (trees); geology and soils (ground shaking or a seismic event); hazards and hazardous materials (routine hazardous materials use, proximity to schools, aviation hazards, emergency access routes); hydrology and water quality (groundwater supplies, flooding due to levee or dam failure); population and housing (employment displacement, new housing demand); public services and recreation; utilities and service systems (water supplies, landfill capacity).

The EIR determined that the City Place Project would result in the following impacts that would be **reduced to a less-than-significant level with the implementation of mitigation measures**: aesthetics (degradation of existing visual character, new light or glare); air quality (emissions of criteria air pollutants and Toxic Air Contaminants during construction, odors); biological resources (special status fish or wildlife species, wetlands); cultural resources (archaeological, human remains, paleontological); geology and soils (soil erosion, unstable soils); hazards and hazardous materials (accidental release during construction; the presence of hazardous materials in areas not underlain by the landfill; landfill-related hazards include gas, contaminated soils or groundwater, and subsurface fires); hydrology and water quality (water quality standards, drainage, and stormwater runoff); noise (construction noise, vibration); and utilities and service systems (construction of water delivery and stormwater generation and drainage systems, energy).

Significant unavoidable impacts were identified for the following environmental resources in the EIR: air quality (emissions of criteria air pollutants during operation, conflicts with implementation of the applicable air quality plan); biological resources (interference with movement of native migratory wildlife species); greenhouse gases (generation of greenhouse gas emissions, conflict with an applicable plan); land use (land use policy); noise (operational noise in excess of applicable standards); utilities and service systems (cumulative landfill capacity, cumulative energy). Due to the potential for significant unavoidable impacts, a Statement of Overriding Considerations was adopted as part of the City's certification of the EIR.

3 Purpose and Determination

3.1 Purpose

CEQA Guidelines Section 15164 (Addendum to an EIR or Negative Declaration) provides that an Addendum to an EIR shall be prepared if some changes or additions are necessary but none of the conditions of Section 15162 calling for preparation of a subsequent EIR have occurred (see Section 6.1 below for a description of those conditions). The Guidelines provide that a brief explanation of the decision not to prepare a subsequent or supplemental EIR pursuant to Section 15162 should be included in an addendum, the lead agency's findings or elsewhere in the record and requires that decision to be supported by substantial evidence. The purpose of this Addendum is to: describe the DAP 1 Project in comparison to the Project analyzed in the EIR; provide the required brief explanation of the decision that the DAP 1 Project does not give rise to the conditions calling for preparation of a subsequent environmental impact report; and summarize the substantial evidence supporting that conclusion. This Addendum does not address every applicable CEQA topic or significance threshold, but focuses on those most pertinent to the City's determination that a subsequent or supplemental environmental impact report is not required for the DAP 1 Project because none of the conditions described in CEQA Guidelines Section 15162 (Subsequent EIRs and Negative Declarations) calling for the preparation of a subsequent EIR have occurred.

3.2 Determination

The information presented in this Addendum explains the substantial evidence supporting a finding that the DAP 1 Project does not call for preparation of a subsequent or supplemental environmental impact report under CEQA Guidelines Section 15162 and therefore the only additional CEQA documentation necessary is an addendum under CEQA Guidelines Section 15164.

4 Project Description

4.1 DAP 1 Project

4.1.1 Project Location and Surroundings

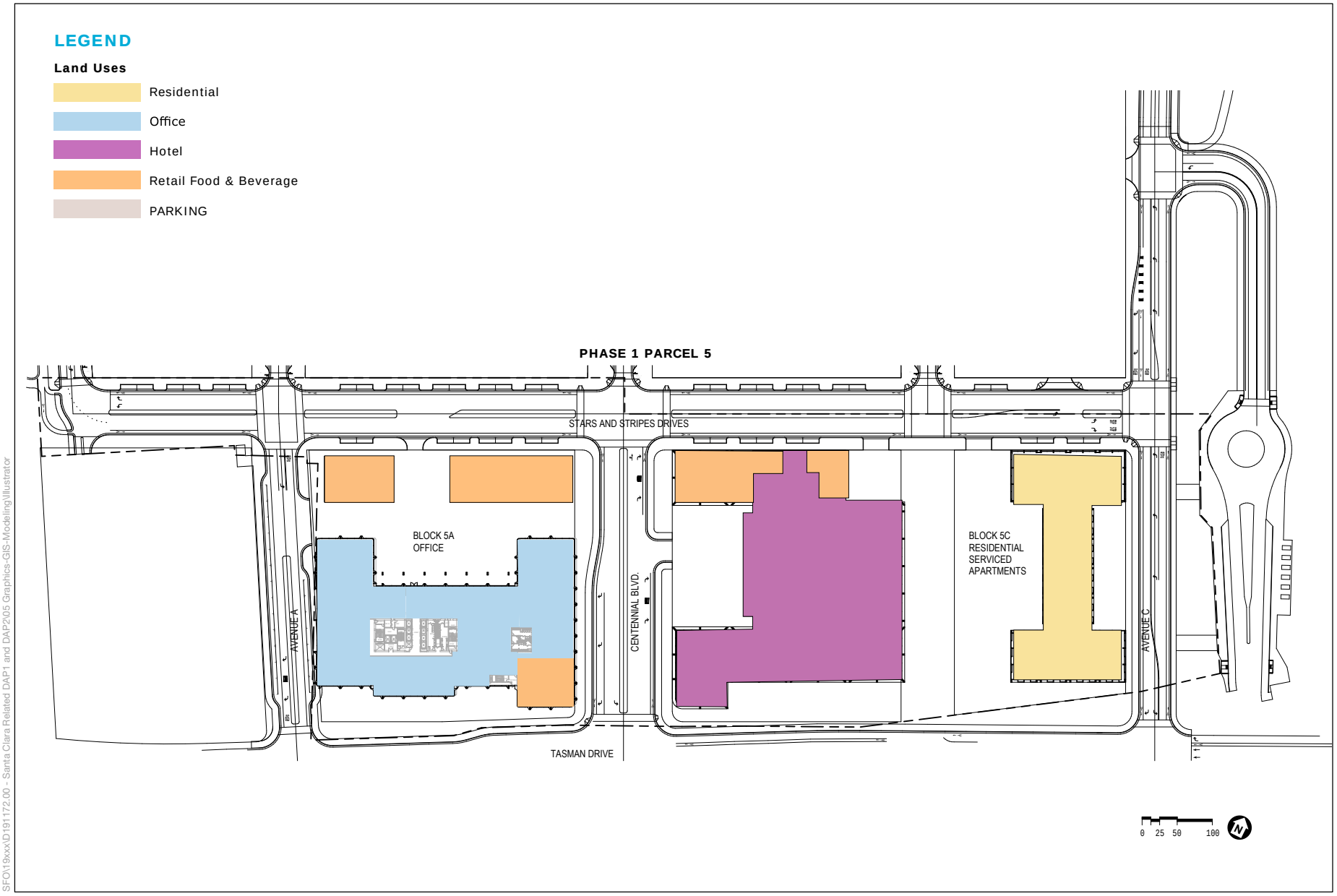
The DAP 1 project site is located generally on Parcel 5 of the City Place Santa Clara Project. Parcel 5 is the southernmost and smallest parcel on the site. It aligns with Tasman Drive to the south, Lafayette Street to the east, and the City Parking Garage and San Tomas Aquino Creek to the west. The DAP 1 Project follows the "New Tasman Drive Intersection Variant 2," which includes the relocation of Stars and Stripes Drive 100 feet to the north and an increase in the developable acreage on Parcel 5. A very small portion of the Phase 1 infrastructure work—the planned connection between proposed Avenue C and relocated Stars and Stripes Drive—is located in Parcel 4. Phase 1 does not include any structures on Parcel 4. With this variant, the DAP 1 project site includes the existing Stars and Stripes Drive as well as facilities and structures immediately north of Stars and Stripes Drive in its current location. This includes tennis courts and facilities associated with the closed Santa Clara Golf & Tennis Club (including a restaurant and banquet hall) as well as Santa Clara Fire Station 10. The portion of the site south of Stars and Stripes Drive is currently undeveloped and paved for surface parking.

Surrounding uses include Levi's Stadium and a youth soccer park to the south across Tasman Drive, and the Santa Clara City Garage and Santa Clara Convention Center to the west. The Tasman East Specific Plan envisions a high-density transit-oriented neighborhood in the existing industrial park to the east of Parcel 5. The area north of the DAP 1 project site is Phase 2 of the Project and was most recently used as a golf course, which as of October 31, 2019 is no longer in operation. Primary access to the site is at the junction of Tasman Drive and the west side of Centennial Boulevard.

The General Plan land use designation is Urban Center/Entertainment District and the Zoning district is Planned Development - Master Community (PD-MC). The building height limit across the DAP 1 Project site is 219 feet. As noted above, development on the DAP 1 Project site is governed by the approved MCP dated April 2017.

4.2 Project Characteristics

The DAP 1 Project site includes three proposed blocks, 5A, 5B and 5C, which are located facing Levi's Stadium on Tasman Drive. Development on block 5A would provide office, retail/food & beverage uses. A portion of the retail would be in separate buildings fronting on the relocated Stars and Stripes Drive. The 9-story (198-foot-tall) office building would align with Tasman Drive with a 2-story portion along Centennial Boulevard, which is the internal street between blocks 5A and 5B. Development on block 5B would contain a business hotel with some retail/food and beverage uses along Stars and Stripes Drive. The 12-story (218-foot-tall) business hotel would mark the center of the block as well as the center of the parcel. Single-story portions of the building would align with the eastern boundary of block 5B. Development on block 5C would contain residential serviced apartments in a single 7-story (135-foot-tall) building. The project site plan and building renderings are shown in Figures 3 and 4.



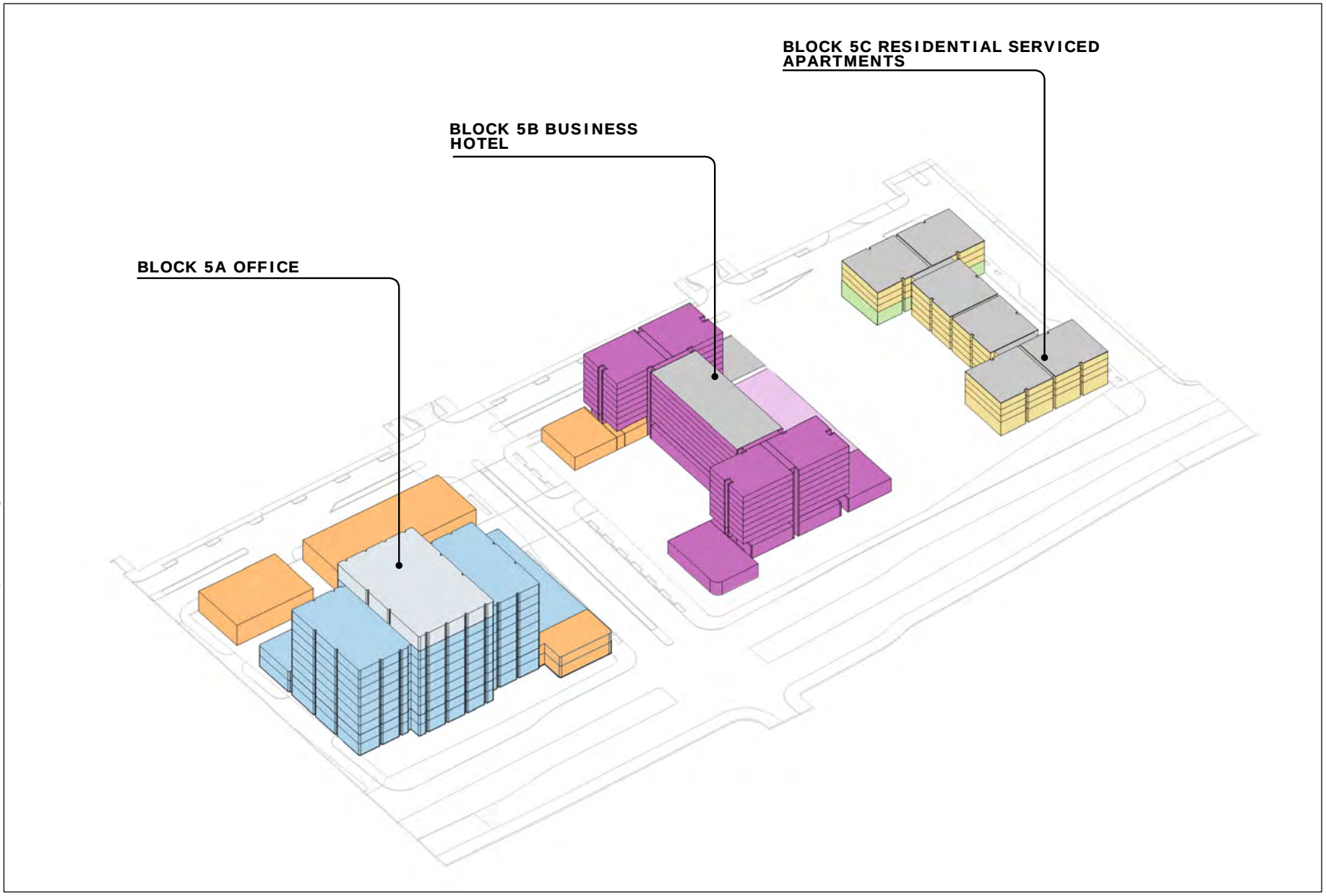
SFO\19xxx\D191172.00 - Santa Clara Related DAP1 and DAP2\05 Graphics-GIS-Modeling\Illustrator

SOURCE: Gensler, 2019

Related Santa Clara DAP 1

Figure 3
DAP 1 Project Site Plan

ESA



SFO\19xxx\D191172.00 - Santa Clara Related DAP1 and DAP2\05 Graphics-GIS-Modeling\Illustrator

SOURCE: Gensler, 2019

Related Santa Clara DAP 1

Figure 4
DAP 1 Project Conceptual Massing

ESA

In addition, the DAP 1 Project would include a 1,186-space parking garage on two basement levels below the three blocks on Parcel 5 to serve the office, hotel guests, and residential units, including valet and visitors (see Table 1).

TABLE 1
DAP 1 PROJECT CHARACTERISTICS

	Area (gsf)
Block 5A	440,000 (Office) 35,200 (Retail/Food & Beverage)
Block 5B	381,000 (480 rooms) 15,800 (Retail/Food & Beverage)
Block 5C	175,000 (200 units)
Total GSF	**1,047,000**

SOURCE: Related Santa Clara, City Place Santa Clara, Development Area Plan 1 Phase 1 Parcel 5, November 2019

4.2.1 Open Space

No publicly-owned open space (parks) would be provided as a part of the DAP 1 Project as the requirement for parks to serve the residential units would be deferred to Phase 2. This deferral is permitted under the Development Agreement with the City, which was approved in connection with approval of the overall Project in 2016.

4.2.2 Streetscape and Infrastructure Improvements

The EIR acknowledged that as each phase is built, the on-site infrastructure necessary (e.g., road network, and wet and dry utility installations) to support the development of the phase would be constructed in the portion of the site where that phase is being developed. In some cases, it would be necessary to construct infrastructure in portions of the site where future phases would be developed to connect to existing infrastructure and provide a path that would serve the phase that is under development.

As noted above, the DAP 1 Project would relocate Stars and Stripes Drive approximately 100 feet north of its current position. The DAP 1 Project would develop all new roadways within the DAP 1 Project area, including sidewalks, cross walks, bike lanes and street parking where possible. Drop off zones for Uber/Lyft type services would be provided at strategic locations. In addition, the DAP 1 Project would include a new storm drainage system, new water main connections, recycled water system, and sanitary sewer system. The DAP 1 Project would also provide required infrastructure to extend electric, gas, and telephone service to the site.

4.2.3 Project Construction

Construction activities would consist of demolition of the existing buildings, facilities, and roadway; excavation and grading, foundation and below-grade construction, construction of the buildings and finishing interiors; and construction of required infrastructure improvements on- and off-site. As noted above, the DAP 1 Project proposal includes more square footage of

development on a slightly larger project site than what was analyzed in the EIR for Phase 1. However, the DAP 1 Project construction-related activity would be well within the construction anticipated and analyzed in the EIR for the Project.

4.3 Comparison of Project Analyzed in EIR and DAP 1 Project

The development plan for Phase 1 on Parcel 5 that was analyzed in the EIR was the same under both land use schemes (Scheme A and Scheme B). Under the EIR, Development on Parcel 5 was expected to provide a mix of uses, including residential, hotel, retail, and office uses. The proposed buildings were described as including approximately 87,000 gsf of commercial uses (retail and food/beverage) and 258,000 gsf of office uses. In addition, the EIR analyzed as part of Phase 1 approximately 200,000 gsf of residential uses with development of approximately 200 units, and approximately 280,000 gsf for 400 rooms in one or more hotels. In total, Parcel 5 was described as including approximately 825,000 gsf of development and having a FAR of 2.37, subject to the development transfer provisions described in the MCP. Parking would be provided in above- and below-finished-grade parking structures and within surface parking lots.

The approved MCP description for Parcel 5 differs slightly from the Project analyzed in the EIR in that it permits up to 306,000 gsf of office uses. In addition, the MCP allows for up to 20 percent deviation from this base entitlement through a density transfer provision along with other provisions allowing flexibility as DAPs are designed. The built-in flexibility may result in increases or decreases in density per phase while not exceeding the maximum build-out for the entire Project.

The DAP 1 Project follows the “New Tasman Drive Intersection Variant 2” that was analyzed in the EIR and includes the relocation of Stars and Stripes Drive 100 feet to the north and an increase in the developable acreage on Parcel 5. The DAP 1 Project proposal also relies on the development transfer provision and thus is compliant with the MCP while differing slightly from the Phase 1 plan analyzed in the EIR. The DAP 1 Project would include approximately 51,000 gsf of commercial uses (21,400 gsf of retail and 29,600 gsf of food/beverage), 440,000 gsf of office uses, 175,000 gsf of residential uses (200 units), and a 381,000 gsf hotel (480 keys). The DAP 1 Project would defer public park open space requirements to Phase 2 and develop on a total of 14.3 acres (see Table 2). These deviations from Parcel 5 as analyzed in the EIR are consistent with the overall CEQA Project and compliant with the MCP.

TABLE 2
PROJECT CHARACTERISTICS COMPARISON

	DAP 1 Project Area (gsf)	EIR Project Area (gsf)
Commercial (Retail/Food & Beverage)	51,000	87,000
Office	440,000	258,000
Residential	175,000 (200 units)	200,000 (200 units)
Hotel	381,000 (480 rooms)	280,000 (400 rooms)
Total GSF	1,047,000	825,000
Total Acreage	14.3	8
Floor-Area Ratio	1.68	2.37

NOTE:
The final square footages in the adopted MCP vary slightly from the CEQA Project analyzed in the certified EIR.

SOURCES:
Related Santa Clara, City Place Santa Clara, Development Area Plan 1 Phase 1 Parcel 5, November 2019
City of Santa Clara, City Place Santa Clara Project Draft Environmental Impact Report, October 2015.

4.4 Project Approvals

The DAP 1 Project would require a number of actions and approvals, including without limitation:

4.4.1 Actions by the City of Santa Clara

- Planning Commission consideration of and City Council approval of a Phase 1—Development Area Plan and one or more tentative subdivision maps.
- Community Development Director approval of the Architectural Materials component of the Phase 1 DAP, as allowed pursuant to the MCP zoning.
- City administrative approvals for such items as demolition permits, grading permits, building permits, on- and off-site work permits (e.g., public right-of-way improvements, and tie backs), encroachment permits, utilities and stormwater protection measures.
- Various implementation agreements between the applicant and the City, as needed.

4.4.2 Actions by Other Agencies

- Bay Area Air Quality Management District (BAAQMD) – Issuance of permits for asbestos abatement activities, if any.
- Regional Water Quality Control Board (RWQCB) – Acceptance of a Notice of Intent to obtain coverage under the General Construction Activity Storm Water Permit, and Notice of Termination after construction is complete.

5 Summary of Findings

An evaluation of the DAP 1 Project is provided in the CEQA Analysis in Section 6 that follows. This evaluation concludes that the DAP 1 Project qualifies for an addendum. It is consistent with the development density and land use characteristics established by the City of Santa Clara General Plan and zoning, and any potential environmental impacts associated with its development were adequately analyzed and covered by the analysis in the City Place EIR.

The DAP 1 Project would be required to comply with the applicable mitigation measures identified in the City Place EIR and presented in Attachment A to this document. With implementation of the applicable mitigation measures, the DAP 1 Project would not result in a substantial increase in the severity of previously identified significant impacts in the City Place EIR, or result in any new significant impacts that were not previously identified in the City Place EIR.

The City Place EIR analyzed the impacts of development within the City Place project site. The DAP 1 Project would not result in substantial changes or involve new information not already analyzed in the City Place EIR because the level of development now proposed for the site is within the broader development assumptions analyzed in the EIR. The DAP 1 Project would not cause new significant impacts not previously identified in the City Place EIR, or result in a substantial increase in the severity of previously identified significant impacts. No new mitigation measures would be necessary to reduce significant impacts. No changes have occurred with respect to surrounding circumstances that would cause significant environmental impacts to which the DAP 1 Project would contribute considerably, and there is no new information of substantial importance that shows that the DAP 1 Project would cause new or substantially more severe significant environmental impacts. Therefore, no supplemental environmental review is required in accordance with Public Resources Code Section 21166, and CEQA Guidelines Sections 15162 through 15164.

Overall, based on an examination of the analysis, findings, and conclusions of the City Place EIR, which are summarized in the CEQA Analysis in Section 6 of this document, the potential environmental impacts associated with the DAP 1 Project have been adequately analyzed and covered in the City Place EIR. Therefore, no further review or analysis under CEQA is required.

6 CEQA Analysis

6.1 Overview

The analysis in this Chapter summarizes the impacts and findings of the certified City Place EIR. The analysis in this Chapter also provides a comparison of the DAP 1 Project to the Project analyzed in the EIR as well as a summary of the potential environmental impacts that may result from the DAP 1 Project. All mitigation measures identified in the City Place EIR that would apply to the DAP 1 Project are listed in Attachment A to this document, which is incorporated by reference into this CEQA Analysis. If this Addendum or its attachment inadvertently misidentifies or omits a mitigation measure identified in the EIR, the applicability of that mitigation measure to the DAP 1 Project is not affected.

As demonstrated in this Addendum, none of the conditions for preparation of a subsequent EIR per CEQA Guidelines Section 15162 apply to the DAP 1 Project:

> (a) When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:
>
> > (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
> >
> > (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
> >
> > (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:
> >
> > > (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
> > >
> > > (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;
> > >
> > > (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
> > >
> > > (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant

effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

(b) If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if required under subdivision (a). Otherwise the lead agency shall determine whether to prepare a subsequent negative declaration, an addendum, or no further documentation.

(c) Once a project has been approved, the lead agency's role in project approval is completed, unless further discretionary approval on that project is required. Information appearing after an approval does not require reopening of that approval. If after the project is approved, any of the conditions described in subdivision (a) occurs, a subsequent EIR or negative declaration shall only be prepared by the public agency which grants the next discretionary approval for the project, if any. In this situation no other responsible agency shall grant an approval for the project until the subsequent EIR has been certified or subsequent negative declaration adopted.

(d) A subsequent EIR or subsequent negative declaration shall be given the same notice and public review as required under Section 15087 or Section 15072. A subsequent EIR or negative declaration shall state where the previous document is available and can be reviewed.

This CEQA Analysis hereby incorporates by reference the discussion and analysis of all potential environmental impact topics as presented in the certified City Place EIR. This CEQA Analysis uses a checklist approach to determine if the conditions of Section 15162 calling for preparation of a subsequent EIR are met. This checklist approach is based on significance criteria in the City Place EIR to organize the analysis and provide a determination of whether the DAP 1 Project would result in:

- Equal or Less Severity of Impact Previously Identified in the City Place EIR;
- Substantial Increase in Severity of Previously Identified Significant Impact in the City Place EIR; and/or
- New Significant Impact.

Where the severity of the impacts of the DAP 1 Project would be the same as or less than the severity of the impacts described in the City Place EIR, the checkbox for “Equal or Less Severity of Impact Previously Identified in the City Place EIR” is checked.

Where the checkbox for “Substantial Increase in Severity of Previously Identified Significant Impact in the City Place EIR” or “New Significant Impact” is checked, there would be significant impacts that are:

- Due to substantial changes in the Project);
- Due to substantial changes in circumstances under which the Project will be undertaken); and/or
- Due to substantial new information not known at the time the City Place EIR was certified.

The City Place EIR includes a robust cumulative analysis based on specific local projects in the City and adjacent cities, full implementation of City and County general plans, and where applicable, full implementation of the general plans of the nine Bay Area counties and associated cities. Therefore, any development and/or traffic increases that have occurred since certification of the EIR were included in the EIR's analysis and there has been no change in circumstances that would result in new or more severe environmental impacts (see the City Place EIR Chapter 3).

Further, no new information of substantial importance has been provided or otherwise identified that would result in new or substantially more severe significant impacts. Although there may have been changes and updates to the relevant regulatory setting or the Appendix G of the CEQA Guidelines, these changes are not considered new information of substantial importance as described in the CEQA Guidelines. Furthermore, they would not result in new physical impacts not previously analyzed or in substantially increasing the severity of previously identified physical impacts. Therefore, none of the aforementioned conditions were found for the DAP 1 Project, as demonstrated above and throughout the following CEQA Analysis.

6.2 Land Use and Planning

Would the project:	Equal or Less Severity of Impact Previously Identified in the City Place EIR	Substantial Increase in Severity of Previously Identified Significant Impact in the City Place EIR	New Significant Impact
a. Physically divide an established community;	☒	☐	☐
b. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, a general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect.; or	☒	☐	☐
c. Conflict with any applicable habitat conservation plan or natural community conservation plan.	☒	☐	☐

6.2.1 City Place EIR Findings

The City Place EIR found significant and unavoidable land use impacts related to conflicts with adopted City land use plans. Specifically, the Project would conflict with the City's General Plan policies related to jobs/housing balance with secondary significant and unavoidable impacts on traffic, air quality, and GHG emissions. The City Place EIR identified mitigation measure **LU-1.1, Increase Residential Density in the City's General Plan**, which directed the City to explore permitting higher residential densities, as well as allowing residential land uses in existing non-residential areas in the City's General Plan. This mitigation measure would be implemented by the City during the next General Plan update. However, because this mitigation measure relies on an iterative General Plan process ultimately requiring approval from City Council, it cannot be stated with certainty whether and when the mitigation measure can be implemented. In addition, adding new housing to the City's General Plan would only potentially reduce some of the impacts within the more immediate Project vicinity, but would not fully mitigate the Project's effect on induced growth in the region and beyond. As a result, the measure would not reduce the effect to a less-than-significant level.

The Project would also conflict with the Comprehensive Land Use Plan for the San Jose International Airport although this impact is disclosed with the noise analysis (see Section 6.7, *Noise*). No other land use plan conflicts were identified for the Project. The Project would result in no impacts related to the physical division of an established community or a conflict with a habitat conservation plan or natural community conservation plan.

6.2.2 Project Analysis

The DAP 1 Project would be developed on the same project site and thus would have no impact related to the physical division of an established community or a conflict with a habitat conservation plan or natural community conservation plan.

The DAP 1 Project would provide a mix of uses, including residential, hotel, retail, and office uses generally on Parcel 5. Although the DAP 1 Project site and square footage of development is slightly larger than what was analyzed in the EIR for Parcel 5, the potential for this change was anticipated with the EIR analysis of project variants. Further, the DAP 1 Project land uses are

well within the maximum build-out for the entire project and thus within the impact envelope of the EIR. For these reasons, impacts related to land use would be the same as those identified in the EIR and described above.

The DAP 1 Project would introduce a mix of commercial and residential uses which may not, in and of itself, present a conflict with the City's General Plan policies related to jobs/housing balance. Nonetheless, when considered together with the whole Project and as a part of the cumulative scenario, the DAP 1 Project would result in the same significant and unavoidable land use impact and secondary significant and unavoidable land use impacts identified in the EIR.

6.2.3 Conclusion

Based on an examination of the analysis, findings, and conclusions of the City Place EIR, implementation of the DAP 1 Project would not substantially increase the severity of significant impacts identified in the City Place EIR, nor would it result in new significant impacts related to land use and planning that were not identified in the City Place EIR.

6.3 Aesthetics

Would the project:	Equal or Less Severity of Impact Previously Identified in the City Place EIR	Substantial Increase in Severity of Previously Identified Significant Impact in the City Place EIR	New Significant Impact
a. Have a substantial adverse effect on a scenic vista;	☒	☐	☐
b. Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings along a scenic highway;	☒	☐	☐
c. Substantially degrade the existing visual character or quality of the site and its surroundings; or	☒	☐	☐
d. Create a new source of substantial light or glare which would substantially and adversely affect daytime or nighttime views in the area.	☒	☐	☐

6.3.1 City Place EIR Findings

The City Place EIR found that project construction would temporarily degrade visual character and quality and identified mitigation measures that would reduce these impacts to less-than-significant levels. Similarly, mitigation measures addressing significant impacts related to new sources of light and glare would reduce impacts to less-than-significant levels. No project impacts were identified for scenic resources along a State Scenic Highway or scenic vistas.

6.3.2 Project Analysis

The DAP 1 Project would be constructed on the same project site, which is not along a Scenic Highway and thus would have no impact on scenic resources along a State Scenic Highway; there are also no scenic vistas in the City. Although the EIR found significant impacts related to visual character and quality during construction, those impacts were limited to areas visible from the Guadalupe River Trail and mitigation measures were identified for construction on Parcels 1 and 2 only. The DAP 1 Project involves Parcel 5, and thus would not be visible from the trail or require mitigation.

Although the DAP 1 Project site and square footage of development is slightly larger than what was analyzed in the EIR for Parcel 5, the potential for this change was anticipated with the EIR analysis of project variants. Further, the DAP 1 Project design is within the general building height, mass, and bulk analyzed in the EIR and thus within the impact envelope of the EIR. Impacts related to visual quality would be the same as those identified in the EIR.

Light and glare associated with the DAP 1 Project would be the same as those analyzed in the EIR because the proposed land uses and general building height, mass, and bulk are consistent with the Project. Therefore, the DAP 1 Project's impacts related to new sources of light and glare would be less than significant with applicable mitigation measures. Required mitigation measures include **AES-2.1, Installation of Low-Profile Lighting**; **AES-2.2, Installation of Shielded Fixtures**; **AES-2.3: Treat Reflective Surfaces**; and **AES-2.4: Provide Obstruction for Glare from Vehicle Headlights in the Proposed Garages** (see Attachment A). In addition, the DAP 1 Project would be

required to adhere to the MCP standards and guidelines including design principles related to light and glare.

6.3.3 Conclusion

Based on an examination of the analysis, findings, and conclusions of the City Place EIR, implementation of the DAP 1 Project would not substantially increase the severity of significant impacts identified in the City Place EIR, nor would it result in new significant impacts related to aesthetics that were not identified in the City Place EIR. Mitigation measures **AES-2.1, Installation of Low-Profile Lighting**; **AES-2.2, Installation of Shielded Fixtures**; **AES-2.3: Treat Reflective Surfaces**; and **AES-2.4: Provide Obstruction for Glare from Vehicle Headlights in the Proposed Garages** (see Attachment A) would be applicable to and would be implemented by the DAP 1 Project, and would ensure that impacts related to aesthetics would be less than significant.

6.4 Transportation and Circulation

Would the project:	Equal or Less Severity of Impact Previously Identified in the City Place EIR	Substantial Increase in Severity of Previously Identified Significant Impact in the City Place EIR	New Significant Impact
a. Cause an impact to signalized intersection level of service (LOS) per the criteria for each jurisdiction within the study area as described below.	☒	☐	☐

City of Santa Clara

Significant impacts at signalized City of Santa Clara intersections would occur when the addition of project traffic would cause one of the following:

- Intersection operations degrade from an acceptable level (LOD D or better) to an unacceptable level (LOS E or F), or
- Unacceptable operations are exacerbated by increasing critical delay by more than 4 seconds and increasing the V/C ratio by 0.01 or more, or
- Unacceptable operations are exacerbated by increasing the V/C ratio by 0.01 or more when the change in critical delay is negative (i.e., decreases). This can occur if the critical movements change.

The City of Santa Clara has established a minimum acceptable operation level of service of LOS D for local streets and LOS E for CMP designated facilities (City of Santa Clara 2010).

City of Sunnyvale

Significant impacts at signalized City of Sunnyvale intersections would occur when the addition of project traffic would cause one of the following:

- Intersection operations (except those on designated regionally significant roads) degrade from an acceptable level (LOS D or better) to an unacceptable level (LOS E or LOS F), or
- Operations for regionally significant designated intersections deteriorate from an acceptable level (LOS E or better) to an unacceptable level (LOS F), or
- Unacceptable operations are exacerbated by increasing critical delay by more than 4 seconds and increasing the V/C ratio by 0.01 or more, or
- Unacceptable operations are exacerbated by increasing the V/C ratio by 0.01 or more when the change in critical delay is negative (i.e., decreases). This can occur if the critical movements change.

The City of Sunnyvale uses a, LOS D standard for local street intersections and a, LOS E standard for regionally significant roadways (also CMP facilities), including Caribbean Drive, Mathilda Avenue, Sunnyvale/Saratoga Road, El Camino Real, Central Expressway, Lawrence Expressway, and CMP facilities that are under the Sunnyvale General Plan, consolidated in July 2011 (City of Sunnyvale 2011).

Would the project:	Equal or Less Severity of Impact Previously Identified in the City Place EIR	Substantial Increase in Severity of Previously Identified Significant Impact in the City Place EIR	New Significant Impact
City of San José			
Significant impacts at signalized City of San José study intersections would occur when the addition of project traffic would cause one of the following: • Intersection operations degrade from an acceptable level (LOS D or better) to an unacceptable level (LOS E or F), or • Unacceptable operations (LOS E or F) are exacerbated by increasing critical delay by more than 4 seconds and increasing the V/C ratio by 0.01 or more, or • Unacceptable operations are exacerbated by increasing the V/C ratio by 0.01 or more when the change in critical delay is negative (i.e., decreases). This can occur if the critical movements change. The City of San José's minimum threshold for acceptable signalized intersection operations is LOS D, unless governed by an Area Development Policy or protected intersection designation. Several San José intersections are within the boundaries of the North San José Development Area (see Figure 3.3-1) [see the City Place EIR Section 3.3]. For the purpose of this analysis, LOS D is used as the minimum threshold for all signalized study intersections in San José, including Santa Clara County and CMP intersections in the North San José Development Area (City of San José 2009).			
City of Milpitas			
Significant impacts at signalized City of Milpitas intersections would occur when the addition of project traffic would cause one of the following: • Intersection operations degrade from an acceptable level (LOS D or better) to an unacceptable level (LOS E or F), or • Unacceptable operations (LOS E or F) are exacerbated by increasing critical delay by more than 4 seconds and increasing the V/C ratio by 0.01 or more, or • Unacceptable operations (LOS E or F) are exacerbated by increasing the V/C ratio by 0.01 or more when the change in critical delay is negative (i.e., decreases). This can occur if the critical movements change. The City of Milpitas has established a minimum acceptable operating level of LOS D for intersections that are excluded from the CMP (City of Milpitas 2002).			
Santa Clara County and Congestion Management Program			
The LOS standard for Santa Clara County (2013 VTA Congestion Management Program) expressway and CMP intersections is LOS E. Traffic impacts at these intersections would occur when the addition of traffic associated with a project would cause one of the following:			

Would the project:	Equal or Less Severity of Impact Previously Identified in the City Place EIR	Substantial Increase in Severity of Previously Identified Significant Impact in the City Place EIR	New Significant Impact
• Intersection operations degrade from an acceptable level (LOS E or better) to an unacceptable level (LOS F), or • Unacceptable operations (LOS F) are exacerbated by increasing critical delay by more than 4 seconds and increasing the V/C ratio by 0.01 or more, or • Unacceptable operations (LOS F) are exacerbated by increasing the V/C ratio by 0.01 or more when the change in critical delay is negative (i.e., decreases). This can occur if the critical movements change.			
b. Cause a significant impact to occur at an unsignalized intersection due to the addition of project traffic causing the average intersection delay for all-way stop-controlled intersections or the worst movement/approach for side-street stop-controlled intersections to degrade to LOS F when the intersection satisfies the peak-hour signal warrant from CA MUTCD.	☒	☐	☐
c. Cause an impact to freeway segment LOS per the criteria for each jurisdiction within the study area as described below.	☒	☐	☐
Santa Clara County Significant traffic impacts to freeway segments would occur when the addition of project traffic would cause: • Freeway segment operations to degrade from an acceptable level (LOS E or better) to an unacceptable level (LOS F), or • Traffic to increase by more than 1 percent of the capacity of a segment that operates at LOS F.			
San Mateo County Significant traffic impacts to freeway would occur when: • The addition of project traffic causes the freeway segment to operate at an LOS that violates the LOS standard adopted in the current Congestion Management Program (CMP), or • When the cumulative analysis indicates that the combination of the project and future cumulative traffic demand will cause the freeway segment to operate at an LOS that violates the standard adopted in the current CMP and the project increases traffic demand on that freeway segment by an amount equal to 1 percent or more of the segment capacity or causes the freeway segment V/C ratio to increase by 1 percent. o The LOS standards for freeway study segments on US 101 are LOS F (between Embarcadero Road and Whipple Avenue) and LOS E (between SR 92 and Whipple Avenue).			

Would the project:	Equal or Less Severity of Impact Previously Identified in the City Place EIR	Substantial Increase in Severity of Previously Identified Significant Impact in the City Place EIR	New Significant Impact
Alameda County Significant traffic impacts on freeway segments in Alameda County would occur when the addition of project traffic would cause: • A freeway segment with an LOS E standard to, either individually or cumulatively, operate at LOS F, or • The V/C ratio to increase by 0.03 or more for a freeway segment that would operate at LOS F without the project.			
d. Cause the following regarding transit service: • Create demand for public transit services above the capacity that is provided or planned for by: o exceeding established peak-hour peak load factor standards, or o exceeding passenger rail platform waiting areas, or • Disrupt existing transit services or facilities,[2] or • Conflict with an existing or planned transit facility, or • Conflict with transit policies adopted by the City of Santa Clara for facilities within the City of Santa Clara portion of the study area.	☒	☐	☐
e. Conflict with City of Santa Clara General Plan (2010) policies that ensure that bicycle and pedestrian facilities are safe and effective for City residents such that the Project or an element of the Project would: • Create a hazardous condition that currently does not exist for bicyclists and pedestrians or otherwise interfere with bicycle and pedestrian accessibility to the site and adjoining areas, or • Conflict with an existing or planned bicycle or pedestrian facility, or • Conflict with policies related to bicycle and pedestrian activity adopted by the City of Santa Clara for facilities within the City of Santa Clara portion of the study area.	☒	☐	☐
f. Cause a significant safety impact to site access and on-site circulation facilities including roadways, driveways, parking garages, sidewalks, crosswalks, bicycle lanes, and bicycle parking areas by not adhering to City of Santa Clara design standards and standard engineering practices, thereby resulting in a hazardous condition for motorists, bicyclists, and/or pedestrians.	☒	☐	☐

[2] This includes disruptions caused by proposed driveways on transit streets, impacts on transit stops/shelters, and impacts on transit operations from traffic improvements proposed or resulting from a project.

Would the project:	Equal or Less Severity of Impact Previously Identified in the City Place EIR	Substantial Increase in Severity of Previously Identified Significant Impact in the City Place EIR	New Significant Impact
g. Conflict with City of Santa Clara General Plan (2010) policies pertaining to maintaining standards for emergency response times such that the Project or an element of the Project would: • Conflict with an existing or planned emergency response facility or route, or • Increase emergency response time beyond the threshold of an average of 3 minutes.	☒	☐	☐
h. Cause a significant parking impact by the Project or any element of the Project would: Result in parking demand that exceeds the parking supply in the Project description and either require the construction of additional parking facilities or cause vehicles to travel off-site for parking, thereby causing excessive vehicular circulation.	☒	☐	☐

6.4.1 City Place EIR Findings

The City Place EIR Transportation/Traffic section describes the existing transportation services and facilities on or near the Project site, including the roadway system (including signalized intersections, unsignalized intersections, and freeway segments), bus and rail service, bicycle facilities, and pedestrian facilities. The EIR presents the results of the evaluation of the Project's effect on those facilities and services, including impacts related to signalized intersections, unsignalized intersections, freeway segments, transit services, bicycle and pedestrian facilities, emergency access, and parking for multiple scenarios: Existing with Project Conditions, Background with Project Conditions, and Cumulative (2040) with Project Conditions. Where significant impacts are projected to occur with the Project, an additional informational scenario was evaluated to identify intersection and freeway segment impacts associated with Phases 1, 2, and 3 (parcels 4 and 5 only). This scenario is intended to inform the public of near-term Project effects and is used to formulate and properly phase mitigation measures.

The transportation analysis that was prepared for the Project followed the guidelines of the City of Santa Clara (City) and the Santa Clara Valley Transportation Authority (VTA), which acts as the Congestion Management Agency (CMA) for Santa Clara County (County). Potential impacts on intersections, freeway segments, transit, and bicycle and pedestrian facilities were evaluated using the standards, methods, and significance criteria of these agencies. Mitigation measures for identified significant impacts were identified where such measures are available and feasible.

Intersection Analysis

The City Place EIR found significant and unavoidable transportation impacts related to conflicts with adopted signalized and unsignalized intersection level of service (LOS) criteria. One hundred and twenty-five (125) intersections were studied in the City of Santa Clara and the surrounding jurisdictions of Sunnyvale, San José, Milpitas, and Santa Clara County.

Signalized Intersections

The City Place EIR found that the Project would result in significant impacts at 51 signalized intersections under Existing with Project and Background with Project Conditions. The City Place EIR identified mitigation measure **TRA-1.1, Vehicle Trip Reduction with Transportation Demand Management (TDM)** to decrease office-generated and residential-generated daily and peak hour Project traffic. This mitigation measure specifies details regarding vehicle trip reduction targets; vehicle trip thresholds; TDM measures and strategies for office, residential, and retail uses; monitoring and reporting; and remedial action. In addition, mitigation measure **TRA-1.2, Intersection Improvements** specifies intersection improvements, where improvements to increase lane capacity are physically feasible, and off-setting mitigation measures, where there are no feasible physical improvements, to be implemented as part of the project development. These measures were determined to result in either full mitigation, partial mitigation, off-set mitigation (improvements to other modes of travel), or no feasible mitigation to affected intersections. Although improvement measures to intersections located outside of Santa Clara jurisdiction were identified, implementation cannot be guaranteed. Therefore, the impacts to these intersections would remain significant and unavoidable.

Mitigation measure TRA-1.2 details whether the Project Developer would be wholly responsible for discrete improvement measures or partially responsible and thus required to pay a fair-share contribution as a "percent of total traffic" (see City Place EIR Table 3-3.20). The EIR MMRP includes **Exhibit MMRP-1, Intersection Mitigation Sensitivity Analysis Results: Full Funding Responsibility**, establishing the number of project trips at which each of the required intersection mitigation measures that are wholly the Project's responsibility to implement must be in place. The exhibit also indicates the likely phase of project development where each project trip threshold will be reached.

Further, the EIR identified mitigation measure **TRA-1.3, Prepare and Implement a Multimodal Improvement Plan (MIP)** to address impacts to Santa Clara County Congestion Management Program (CMP) intersections that are only partially mitigated by TRA-1.1 and TRA-1.2 or where no feasible mitigation was identified. Even with Mitigation Measures TRA-1.1, TRA-1.2, and TRA-1.3, some intersections would still have significant Project impacts. Thus, the Project impact on signalized intersection LOS is considered to be significant and unavoidable.

The EIR identified 20 intersections with significant impacts under the Existing with Project Phases 1, 2, and 3 Conditions and **TRA-1a.1, Intersection Improvements for Existing with Project Phases 1, 2, and 3**. TRA-1a-1 serves to identify the specific improvement measures that would be required to mitigate or partially mitigate impacts from this interim scenario and for which the Project Developer would be required to pay fair-share contributions. These impacts would be reduced but not fully mitigated with implementation of TRA-1.1 and TRA-1a.1 resulting in a significant and unavoidable impact.

The City Place EIR identified impacts on 71 signalized study intersections under Cumulative (2040) Conditions and the Project's contribution would be considerable on all of them. Mitigation measure **TRA-14.1, Signalized Intersection Improvements**, specifies additional intersection

improvements although impacts at some affected intersections would remain significant and unavoidable with implementation of this measure.

Unsignalized Intersections

The affected unsignalized study intersections were located only within the City of Santa Clara and the City of San José. In order to mitigate impacts to unsignalized intersections, mitigation measure **TRA-2.1 Traffic Signal Installation** (intersection 109) and **TRA-2.2, Traffic Signal Installation** (intersection 114) would be implemented so that traffic signals are installed once traffic volumes meet the warrant requirements (projected to occur in phases 7 and 8, well after DAP 1). However, with implementation of mitigation measures TRA-1.1, TRA-2.1, and TRA-2.2, one unsignalized intersection may still operate at an unacceptable level under Background with Project conditions, and the impact would remain significant and unavoidable (intersection 109). Under the Existing with Project Phases 1, 2, and 3, no unsignalized study intersections would have a significant impact. Under Cumulative (2040) Conditions, unsignalized study intersections would be fully mitigated with implementation of mitigation measures TRA-1.1 and TRA-2.2.

On-Site Intersections

An on-site intersection analysis was conducted to assess operations of the on-site intersections and queuing into the parking facilities and local streets. The analysis was conducted for intersections on parcels 4 and 5 and concluded that the design guidelines from the MCP would ensure less-than-significant impacts. Mitigation measure **TRA-5.1, Transportation Design Review**, was identified to reduce impacts to on-site intersections on parcels 1, 2, and 3. Although not used for this environmental addendum, an on-site transportation analysis for Background with DAP 1 Phase 1 Project conditions was prepared to evaluate non-CEQA operational analysis conditions for DAP 1 Project conditions. This non-CEQA analysis is described further below for informational purposes and is provided as Attachment B of this Addendum.

Variant Access Scheme

A Variant Access Scheme that would redistribute how Project traffic would approach and depart the site, would affect the operation of 23 off-site intersections as well as the on-site intersections. Of these 23 intersections, 11 would have significant impacts under Existing with Project and Background with Project conditions. Mitigation measures TRA-1.1, **TRA-6.1, Intersection Improvements with Variant Access Scheme**, and **TRA-6.2, Intersection Improvements for Phases 1, 2, and 3**, were identified for the Project and would reduce but not fully mitigate significant impacts on 7 intersections. Therefore, the impacts would remain significant and unavoidable. Of the 23 affected intersections, the Variant Access Scheme would have a considerable contribution to 10 signalized intersections and two unsignalized intersection under cumulative 2040 with Project conditions. This impact would remain significant and unavoidable with implementation of TRA-1.1 and **TRA-16.1, Intersection Improvements for cumulative with-Project for Access Variants**. Cumulative impacts and mitigation measures for the other off-site intersections would be the same as with the Project.

Freeway Segments

The City Place EIR study area included freeway segments within Santa Clara County, San Mateo County, and Alameda County and found significant and unavoidable transportation impacts related to conflicts with adopted freeway level of service criteria. Complete mitigation of freeway impacts is considered beyond the scope of an individual development project because, due to jurisdiction and funding constraints, individual projects and Cities are unable to approve and acquire right-of-way for freeway widening. Nonetheless, EIR mitigation measure **TRA-3.1: Freeway Segment Improvements** specifies that the Project Developer will make a voluntary contribution toward the Valley Transportation Plan (VTP) 2040 Express Lane Projects (VTP 2040 project numbers H2, H3, H4, H5, H6, H7, and H15) and Countywide Freeway Traffic Operation System and Ramp Metering Improvements (VTP 2040 project number S83). These VTP 2040 projects (H2, H3, H4, H5, H6, H7, H15, and S83), once fully funded and constructed, will enhance travel choices for Project travelers and make more efficient use of the transportation network.

In addition to the complete project, the City Place EIR analyzed project impacts to affected freeway segments under existing plus Project conditions with traffic generated by Phases 1, 2, and 3 only (parcels 4 and 5). Even with implementation of TRA-3.1, the impacts to freeway segments under this interim scenario would remain significant and unavoidable.

Other Modes of Transportation, Emergency Access, and Parking

Pedestrian, bicycle and transit facilities were also evaluated. The City Place EIR found a significant and unavoidable transportation impact related to the project generating a substantial number of pedestrians travelling to transit stops along routes where sidewalk gaps exist, thus creating a hazardous condition for pedestrians. Mitigation measure **TRA-7.1: Sidewalk Gap Closure on Tasman Drive on Lafayette Street overcrossing extend east to Calle Del Sol** was identified as a Project Developer responsibility. The City Place EIR found a significant and unavoidable impact on transit operations because the Project would generate considerable amounts of traffic congestion at intersections on bus and light-rail routes in the study area. No feasible transit improvements were identified to address this impact.

Construction

The City Place EIR evaluated the Project's construction activities for impacts to intersections; parking; and bicycle, pedestrian, and transit circulation. The impacts were found to be significant and unavoidable with implementation of mitigation measure **TRA-18.1, Construction Management**, requiring the preparation of a construction management plan.

Game Day

The City Place EIR evaluated Project traffic impacts on game-day (pre-game and post-game) conditions. The EIR identified mitigation measure **TRA-19.1: Modified City's Traffic Management and Operations Plan (TMOP) and Prepare a Project-Specific Traffic and Parking Management Plan** requiring the Project Developer to coordinate with City Planning and Public Works to direct stadium traffic to the new parking locations on the site and develop a separate traffic and parking management plan.

6.4.2 Project Analysis

To determine consistency with the transportation findings of the City Place EIR, including trip generation estimates and baseline conditions, this analysis includes two main components:

- A trip generation comparison of the DAP 1 Project as compared to the phased trip generation studied in the EIR. The trip generation number at each phase DAP is used to identify the off-site transportation improvements as specified in the Mitigation Monitoring Report Program associated with such phase of development.
- Recent traffic counts collected in connection with other recent projects (see Attachment D for a list of intersections with recent counts) as compared to the volumes for the EIR's baseline conditions and forecasted scenarios to determine if additional transportation analysis was needed because of any changes in background traffic conditions.

Trip Generation Comparison

The DAP 1 Project trip generation methods are consistent with the methods described in the EIR **Appendix 3.3-J: City Place Santa Clara – Trip Generation Estimates**. Attachment C of this Addendum provides a more detailed summary of the mixed-use trip generation models (*Getting Trip Generation Right: Eliminating the Bias Against Mixed Use Development*, 2013). The mixed-use trip generation models used in the EIR are unchanged for these DAP 1 Project trip generation estimates. However, to represent Existing Conditions the input data for demographics, cost of automobile ownership, land use patterns (e.g., density, diversity, distance to transit, etc.), and available transportation were updated to reflect baseline conditions today. The input data was drawn from the 2012 American Community Survey (ACS), DAP 1 project data, and national research values where local data is not available. They include attributes of the surrounding area (e.g., employment within one-mile, average household size, intersection density, etc.), as well as demographic characteristics of the project site (e.g., household size and vehicle ownership) (see Attachment C of this addendum). Using the mixed-use trip generation models from the EIR populated with updated input data for the built environment, mixed-use trip reductions are taken from the gross Institute of Transportation (ITE) trips as shown in Table 3.1 (Attachment C includes the gross trip generation documenting the ITE equations used in the mixed use trip generation models).

Table 3.1 below summarizes the DAP 1 Project trip generation for Phase 1 as currently proposed and a comparison to the Phase 1 trip generation used in the EIR. The DAP 1 Project combined land uses would generate 13,000 daily vehicle trips, 740 AM peak hour trips (570 inbound and 170 outbound), and 990 PM peak hour trips (390 inbound and 600 outbound). This land use mix would generate 3,660 fewer daily trips, 190 fewer AM peak hour trips (90 inbound and 100 outbound), and 310 fewer PM peak hour trips (170 inbound and 140 outbound) compared with the Phase 1 trip generation analyzed in the EIR. Therefore, the DAP 1 Project traffic-related impacts would be less than those identified in the EIR and described above.

TABLE 3.1
PHASE 1 TRIP GENERATION COMPARISON

Land Use (Units)	ITE Code	Size	Daily	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out	Total
Retail, Residential, Hotel, and Restaurant Uses Trip Generation									
Shopping Center (1,000 square feet)	820	21.4	2,490	40	20	60	100	110	210
Apartment (Dwelling Units)	220	200	1,340	20	80	100	80	50	130
Hotel (Rooms)	310	480	3,920	150	100	250	150	140	290
Quality Restaurant (1,000 square feet)	931	23.4	2,110	10	10	20	120	60	180
Fast Casual Restaurant (1,000 square feet)	930	6.2	1,950	10	0	10	50	40	90
Subtotal			*11,810*	*230*	*210*	*440*	*500*	*400*	*900*
Mixed-Use Reductions			*-2,930*	*-80*	*-80*	*-160*	*-190*	*-160*	*-350*
Subtotal Net New Trips [A]			*8,880*	*150*	*130*	*280*	*310*	*240*	*550*
Office Use Trip Generation									
Office (1,000 square feet)	Local Rates	440	4,800	450	50	500	100	390	490
Subtotal Office Trips [B]			*4,800*	*450*	*50*	*500*	*100*	*390*	*490*
Total Project Trip Generation									
Project Trip Subtotal [A + B = C]			13,680	600	180	780	410	630	1,040
Public Transit Reduction [5%*C = D]			-680	-30	-10	-40	-20	-30	-50
Total Project Trips [C + D = E]			13,000	570	170	740	390	600	990
Comparison									
FEIR Trip Generation [F]			16,660	660	270	930	560	740	1,300
Difference (Results Less than FEIR Estimates) [E - F = G]			-3,660	-90	-100	-190	-170	-140	-310

NOTES:

Trip Generation Estimates using the same mixed-use equations in the City of Santa Clara, *City Place Santa Clara Project Environmental Impact Report*, 2016, and updated built environment inputs.

Trip generation estimates do not account for transportation network company (TNCs) (e.g., Uber and Lyft) activity or other emerging trends like autonomous vehicles.

SOURCE: Fehr & Peers, 2020

These trip generation estimate were also used in the *City Place Santa Clara Phase 1 DAP Traffic Report* (ARUP, January 2020; see Attachment B), which is focused on the vehicle operations of the internal street network and access points for the Phase 1 DAP. This transportation analysis report is a requirement for each DAP per Exhibit MMRP 1 (see Attachment A). The report was submitted by the applicant and peer reviewed by City staff and a transportation consultant with specific focus on 1) the number of project trips to result and the allocation of such trips by building and/or uses, and 2) site access improvements required and the trip thresholds or development states at which those improvements must be construction. The *City Place Santa*

Clara Phase 1 DAP Traffic Report is focused on traffic operations analysis and street design purposes; rather than for CEQA environmental analysis reasons.

Baseline Condition Comparison

Also, as a part of the Phase 1 DAP Project analysis, a comparison of newer AM and PM peak hour counts provided by the City to the baseline volumes and Background forecasts (2020 volumes) was conducted to determine if the more recent counts (collected between November 2017 and November 2018) are similar to the vehicle volumes studied in the EIR. This count comparison was conducted at the following intersections near or adjacent to the project site:

- Tasman Drive and Patrick Henry Drive
- Tasman Drive and Old Ironsides Drive
- Tasman Drive and Great America Parkway
- Tasman Drive and Calle Del Sol
- Tasman Drive and Lick Mill Boulevard
- Great America Parkway and Great America Way
- Great America Parkway and Old Mountain View-Alviso Road
- Great America Parkway and Bunker Hill Lane
- Great America Parkway and Old Glory Lane
- Great America Parkway and Mission College Boulevard
- Great America Parkway and US 101 Northbound Ramps

The counts were compared on a turn by turn and an intersection total basis (see Attachment D of this Addendum Tables 1 to 3C for the AM peak hour and Tables 4 to 6C for the PM peak hour). The turn-by-turn comparison shows some variation; however, the turning movements that exhibit the greatest percentage variation are movements with low numbers of vehicles and the differences are insubstantial. The more aggregated comparisons at the intersection level show that the volumes used in the EIR are on average higher than the recent counts. Where the recent counts are higher than the previous counts contained in the EIR, they are lower than 2020 volumes forecasted in the EIR. Therefore, the updated information about background traffic conditions does not affect the current utility of the analysis or the significance determinations in the EIR, because the EIR projected more traffic than recent counts have identified. The traffic analysis in the EIR remains adequate, and no additional analysis is needed.

6.4.3 Conclusion

Based on an examination of the analysis, findings, and conclusions of the City Place EIR, implementation of the DAP 1 Project would not substantially increase the severity of significant impacts identified in the City Place EIR, nor would it result in new significant impacts related to traffic that were not identified in the City Place EIR. Mitigation measures **TRA-1.1, Vehicle Trip Reduction with Transportation Demand Management (TDM)**; **TRA-1.2, Intersection Improvements**; **TRA-1.3. Prepare and Implement a Multimodal Improvement** P**lan** (as of the

date of this Addendum, the City and applicant have entered into an MIP Funding Agreement under which the MIP measures are being funded.); **TRA-3.1, Freeway Segment Improvements**; **TRA-1a.1, Intersection Improvements for Existing with Project Phases 1, 2 and 3**; **TRA-6.1, Intersection Improvements With Access Variant Scheme**; **TRA-6.2, Intersection Improvements for Phases 1, 2 and 3**; **TRA-7.1, Sidewalk Gap Closure on Tasman Drive on the Lafayette Street overcrossing extending east to Calle Del Sol**; **TRA-14.1, Signalized Intersection Improvements**; **TRA-16.1, Intersection Improvements for Cumulative with-Project Access Variants**; **TRA-18.1**, **Construction Management**; and **TRA-19.1**, **Modified City's Traffic Management and Operations Plan (TMOP) and Prepare a Project-Specific Traffic and Parking Management Plan** (see Attachment A of this Addendum which includes the Mitigation Monitoring and Reporting Program) would be applicable to and would be implemented by the DAP 1 Project. These mitigation measures would ensure that impacts related to traffic would be equal to, or less severe than, those previously identified and disclosed in the EIR.

6.5 Air Quality

Would the project:	Equal or Less Severity of Impact Previously Identified in the City Place EIR	Substantial Increase in Severity of Previously Identified Significant Impact in the City Place EIR	New Significant Impact
a. Conflict with or obstruct implementation of the applicable air quality plan. For the purposes of this analysis, "conflict with or obstruct implementation" is defined as circumstances in which the project would worsen existing air quality violations or exceed the growth assumptions utilized by the City of Santa Clara and Association of Bay Area Governments (ABAG);	☒	☐	☐
b. Violate any air quality standard or substantially contribute to an existing or projected air quality violation. For the purposes of this analysis, "violate any air quality standard or substantially contribute to an existing or projected air quality violation" is defined as circumstances in which construction or operational emissions exceed the pertinent BAAQMD thresholds, as described under *Local Air District Thresholds* [see the City Place EIR Section 3.4];	☒	☐	☐
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is a nonattainment area for an applicable federal or State ambient air quality standard. For the purposes of this analysis, a "cumulatively considerable net increase" is defined as circumstances in which total direct emissions exceed BAAQMD thresholds identified in Table 3.4-5 [see the City Place EIR Section 3.4]. The emissions thresholds presented in Table 3.4-5 represent the average daily emissions that a project may generate before contributing to a cumulative impact on regional air quality. Therefore, exceedances of the project-level thresholds, as identified in Table 3.4-5, would be cumulatively considerable [see the City Place EIR Section 3.4];	☒	☐	☐
d. Expose sensitive receptors to substantial pollutant concentrations. For the purpose of this analysis, schools, daycare facilities, places of assembly, medical facilities, parks, and residences are considered sensitive receptor locations. A "substantial pollutant concentration" is defined as levels in excess of applicable BAAQMD thresholds, as described below under Local Air District Thresholds; or	☒	☐	☐
e. Create objectionable odors that would affect a substantial number of people. For the purpose of this analysis, an odor-producing facility, as defined by BAAQMD,7 creates an "objectionable odor" if it receives five complaints per year averaged over 3 years.	☒	☐	☐

6.5.1 City Place EIR Findings

The City Place EIR determined that construction of the Project would generate criteria pollutant emissions and toxic air contaminants. Mitigation measures associated with construction equipment and measures to reduce dust and emissions were identified to reduce these impacts to less-than-significant levels. The City Place EIR found that Project operations would result in

regional criteria pollution emissions in excess of BAAQMD thresholds. Mitigation measures were identified to exceed Title 24 energy efficiency requirements by 15 percent and to implement Transportation Demand Management (TDM) strategies to reduce mobile-source emissions; however, implementation of these mitigation measures would not reduce this impact to less-than-significant levels. Further, because the overall project will involve concurrent construction and operational activities, the EIR considered the impacts of the combined Project construction and operation, and it too would result in regional criteria pollution emissions in excess of BAAQMD thresholds. Even after implementation of the mitigation measures described above, these impacts were determined to be significant and unavoidable.

Although Project operations would also expose new on-site sensitive receptors to toxic air contaminant emissions, the resulting impact is considered an impact of the environment on a project is therefore not a CEQA impact. Nonetheless, a potential condition of approval requiring filtration systems was included for consideration by the City Council, which adopted it as Condition of Approval 6.

The City Place EIR determined that the Project would contribute to unplanned regional growth. Further, as noted above, the Project's long-term operational emissions would exceed BAAQMD's thresholds of significance even with mitigation incorporated. Accordingly, the EIR determined that the Project would conflict with implementation of the applicable air quality plan and the impact would be significant and unavoidable.

Potential Project impacts related to objectionable odors were found to be less than significant with mitigation. Impacts related to carbon monoxide hot spots and asbestos were found to be less than significant.

6.5.2 Project Analysis

The DAP 1 Project construction-related activity, including demolition, required infrastructure improvements on- and off-site, and general building locations and envelopes were anticipated and analyzed in the EIR. Although the DAP 1 Project site and square footage of development is slightly larger than what was analyzed in the EIR for Parcel 5, the potential for this change was anticipated with the EIR analysis of project variants and is well within the maximum build-out for the entire project. The DAP 1 Project construction-related activity would be well within the construction anticipated and analyzed in the EIR for the Project and thus within the impact envelope of the EIR. Impacts related to air quality would be the same as those identified in the EIR and described above, except that for Phase 1 there would be no simultaneous construction and occupancy, and so no combined impacts would result. All mitigation measures would apply including **AQ-2.1** through **AQ-2.4**, and **HAZ-2.1, Finalize Waste Management Plan for Construction** to reduce odor impacts from construction over the landfill.

The impacts of existing emissions on new Project occupants is not considered an impact under CEQA. The Project EIR provided a potential condition of approval for informational purposes for consideration by the City Council if it determined that the Project would expose new sensitive receptors to toxic air contaminant emissions and that these impacts should be addressed as part of the Project approval process outside of the CEQA context. However, because the DAP 1 Project is

Phase 1 and no residential uses or daycare centers exist on the project site or in the immediate vicinity at the time of this CEQA analysis, it would not expose sensitive receptors to toxic air contaminants during construction and the associated condition of approval adopted by the City Council as Condition of Approval 6 would not apply.

6.5.3 Conclusion

Based on an examination of the analysis, findings, and conclusions of the City Place EIR, implementation of the DAP 1 Project would not substantially increase the severity of significant impacts identified in the City Place EIR, nor would it result in new significant impacts related to air quality that were not identified in the City Place EIR. Mitigation measures **AQ-2.1, Utilize Clean Diesel-Powered Equipment during Construction to Control Construction-Related Reactive Organic Gas (ROG) and Oxides of Nitrogen (NOX) Emissions**; **AQ-2.2, Use Modern Fleet for On-Road Material Delivery and Haul Trucks during Construction**; **AQ-2.3, Implement Bay Area Air Quality Management District (BAAQMD) Additional Construction Mitigation Measures to Reduce Construction-Related Dust and Exhaust Emissions**; **AQ-2.4, Offset NOX Emissions Generated during Construction that Are above BAAQMD NOX Average Daily Emission Threshold**; **IM-AQ-1, Implement Measures to Reduce Construction-Related Dust Emissions**; **IM-AQ-2, Implement Measures to Reduce Construction-Related Exhaust Emissions**; **and HAZ-2.1, Finalize Waste Management Plan for Construction** (see Attachment A) would be applicable to and would be implemented by the DAP 1 Project. These mitigation measures would ensure that impacts related to air quality would be equal to, or less severe than, those previously identified and disclosed in the EIR.

6.6 Greenhouse Gas Emissions

Would the project:	Equal or Less Severity of Impact Previously Identified in the City Place EIR	Substantial Increase in Severity of Previously Identified Significant Impact in the City Place EIR	New Significant Impact
a. Generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment. For the purposes of this analysis, a "significant impact" from GHG emissions would occur if emissions exceed thresholds described below; or	☒	☐	☐
b. Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs. For the purposes of this analysis, applicable plans include the AB 32 Scoping Plan and the City's CAP (consistency with the goals in EO B-30-15 and EO S-03-05 is also evaluated).	☒	☐	☐

6.6.1 City Place EIR Findings

The City Place EIR determined that, with implementation of the identified mitigation strategies, the applicable Project's emissions would not exceed BAAQMD significance thresholds, based on consistency with Assembly Bill 32's greenhouse gas reduction target for 2020, but would exceed BAAQMD's "Substantial Progress" efficiency metric for 2030. Therefore, the impact with respect to greenhouse gas (GHG) emissions was determined to be significant and unavoidable.

The Project was found to be consistent with Assembly Bill 32 Scoping Plan (less than significant), and, with implementation of GHG and Traffic mitigation measures, consistent with the Santa Clara Climate Action Plan (2013), although the Project was not included in the socioeconomic forecasts underlying the CAP, and so the project was not able to tier from the CAP for purposes of a significance determination. Mitigation measures were identified to utilize alternative fuels during construction and implement operational emissions reduction strategies, but these will not achieve the long-term GHG reduction targets of Executive Orders S-03-05 and B-30-15, and the impact with respect to plan consistency was found to be significant and unavoidable.

6.6.2 Project Analysis

Although slightly larger than what was analyzed for Parcel 5, the DAP 1 Project construction-related activity, including demolition, required infrastructure improvements on- and off-site, and general building locations and envelopes were anticipated and analyzed in the EIR. Therefore, relative to the overall Project, no increase in construction-related activity would occur and resulting emissions of GHG would be the same as those identified in the EIR and described above. To reduce GHG emissions from construction, the DAP 1 Project would be required to implement mitigation measures **HAZ-2.1, Finalize Waste Management Plan for Construction**; **AQ-2.4, Offset NOX Emissions Generated during Construction that Are above BAAQMD NOX Average Daily Emission Threshold**; and **GHG-1.1, Utilize Alternative Fuels during Construction**. Further, to reduce secondary impacts from required intersection improvements, the DAP 1 Project would be required to implement **IM-GHG-1, Utilize Alternative Fuels during Construction**.

To reduce GHG emissions from operations (including construction emissions amortized over 30 years), the DAP 1 Project would be required to implement mitigation measures related to construction listed above as well as mitigation measures **TRA-1.1, Vehicle Trip Reduction with Transportation Demand Management (TDM)** and **GHG-1.2, Operational GHG Emissions Reduction Measures**. Whether or not the DAP 1 Project's operational emissions would exceed BAAQMD's "Substantial Progress" efficiency metric for 2030 would be determined through the process of implementing of **GHG-1.2**. Should the process disclose that the DAP 1 Project would exceed this threshold, the resulting significant and unavoidable impact would still be within the impact envelope of the EIR.

6.6.3 Conclusion

Based on an examination of the analysis, findings, and conclusions of the City Place EIR, implementation of the DAP 1 Project would not substantially increase the severity of significant impacts identified in the City Place EIR, nor would it result in new significant impacts related to GHG emissions that were not identified in the City Place EIR. Mitigation measures **GHG-1.1, Utilize Alternative Fuels during Construction**; **GHG-1.2, Operational GHG Emissions Reduction Measures**; **IM-GHG-1, Utilize Alternative Fuels during Construction**; **AQ-2.4, Offset NOX Emissions Generated during Construction that Are above BAAQMD NOX Average Daily Emission Threshold**; **HAZ-2.1, Finalize Waste Management Plan for Construction**; and **TRA-1.1, Vehicle Trip Reduction with Transportation Demand Management (TDM)** (see Attachment A) would be applicable to and would be implemented by the DAP 1 Project. These mitigation measures would ensure that impacts related to GHG emissions would be equal to, or less severe than, those previously identified and disclosed in the EIR.

6.7 Noise

Would the project:	Equal or Less Severity of Impact Previously Identified in the City Place EIR	Substantial Increase in Severity of Previously Identified Significant Impact in the City Place EIR	New Significant Impact
a. Expose persons to or generate noise levels in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies;	☒	☐	☐
b. Expose persons to or generate excessive ground-borne vibration or ground-borne noise levels;			
c. Result in a substantial permanent increase in ambient noise levels in the Project vicinity above levels existing without the Project;	☒	☐	☐
d. Result in a substantial temporary or periodic increase in ambient noise levels in the Project vicinity above levels existing without the Project;	☒	☐	☐
e. Be located within an airport land use plan area or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport and expose people residing or working in the Project area to excessive noise levels; or	☒	☐	☐
f. Be located in the vicinity of a private airstrip and expose people residing or working in the Project area to excessive noise levels.	☒	☐	☐

6.7.1 City Place EIR Findings

While the project site is located within an airport land use plan area and near the San Jose International Airport, there are no private airstrips in the Project site vicinity and no related noise impact would occur. The City Place EIR identified mitigation measures to prepare and implement a construction noise control plan that would reduce Project impacts related to construction noise for both on-site and off-site land uses. Project operations, however, would result in significant and unavoidable impacts for off-site land uses, primarily associated with increased traffic noise. Although the EIR imposed mitigation measures to construct noise barriers and implement an off-site noise control plan, the impact would remain significant unavoidable even with implementation of mitigation measures.

Regarding ground-borne vibration, mitigation measures addressing pile driving were found to mitigate noise impacts to on-site receptors. No ground-borne vibration impacts were identified for off-site receptors.

Significant noise and vibration impacts for on-site land uses related to traffic noise, light rail service, passenger train service, and San Jose International Airport operations are considered to be impacts of the environment on a project and therefore not CEQA impacts. Nonetheless, potential strategies to address the noise and vibration problems, including a design-level operational vibration control plan, were included for consideration by the City Council, which the Council adopted as Condition of Approval 8.

6.7.2 Project Analysis

The DAP 1 Project would be developed on the same project site and thus would have no noise impact related to private airstrips. There are no existing on-site receptors and therefore the DAP 1 Project would not result in impacts related to ground-borne vibration.

The DAP 1 Project construction-related activity, including demolition, required infrastructure improvements on- and off-site, and general building locations and envelopes were anticipated and analyzed in the EIR. Although the DAP 1 Project site and square footage of development is slightly larger than what was analyzed in the EIR for Parcel 5, the potential for this change was anticipated with the EIR analysis of project variants. Further, the DAP 1 Project development and associated construction is well within the maximum build-out for the entire project and thus within the impact envelope of the EIR. Therefore, construction-related noise impacts would be reduced to less-than-significant levels with implementation of mitigation measures **NOI-1.1, Prepare and Implement a Construction Noise Control Plan to Reduce Construction Noise at Adjacent Land Uses**; **NOI-1.2, Implement Off-Site Traffic Noise Reduction Measures,** and **NOI-2.1, Restrict Pile Driving**.

The DAP 1 Project would include outdoor residential areas located within the San José International Airport's 65 decibel Community Noise Equivalent Level contour and would therefore result in a land use conflict with the Comprehensive Land Use Plan for San José International Airport. Consistent with the EIR, the impact would remain significant and unavoidable even with implementation of **NOI-5.1, Prepare and Implement a Noise Control Plan to Reduce Interior Noise at Sensitive Land Uses**.

6.7.3 Conclusion

Based on an examination of the analysis, findings, and conclusions of the City Place EIR, implementation of the DAP 1 Project would not substantially increase the severity of significant impacts identified in the City Place EIR, nor would it result in new significant impacts related to noise that were not identified in the City Place EIR. Mitigation measures **NOI-1.1, Prepare and Implement a Construction Noise Control Plan to Reduce Construction Noise at Adjacent Land Uses**; **NOI-1.2, Implement Off-Site Traffic Noise Reduction Measures; NOI-2.1, Restrict Pile Driving**; and **NOI-5.1, Prepare and Implement a Noise Control Plan to Reduce Interior Noise at Sensitive Land Uses** (see Attachment A) would be applicable to and would be implemented by the DAP 1 Project. These mitigation measures would ensure that impacts related to noise would be equal to, or less severe than, those previously identified and disclosed in the EIR.

6.8 Cultural Resources

Would the project:	Equal or Less Severity of Impact Previously Identified in the City Place EIR	Substantial Increase in Severity of Previously Identified Significant Impact in the City Place EIR	New Significant Impact
a. Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5;	☒	☐	☐
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines Section 15064.5;	☒	☐	☐
c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature; or	☒	☐	☐
d. Disturb any human remains, including those interred outside of formal cemeteries.	☒	☐	☐

6.8.1 City Place EIR Findings

Although the City Place EIR found that there was a potential for Project impacts to previously undiscovered archaeological and paleontological resources and human remains, the EIR imposed mitigation measures including resource monitoring and stop-work plans for discovery of resources and remains, which resulted in a less than significant impact with mitigation. The structures to be demolished as part of the Project were not more than 50 years old and were not eligible for the California Register of Historical Resources. Therefore, no historical structures would be affected by the Project and no impact was identified.

6.8.2 Project Analysis

All of the buildings on the project site were constructed between 1984 and 1999 and therefore none of these structures are more than 50 years old at the time of this CEQA analysis. Therefore, consistent with the findings in the EIR, the DAP 1 Project would not affect any historical structures.

The DAP 1 Project construction-related activity, including demolition, required infrastructure improvements on- and off-site, and general building locations and envelopes were anticipated and analyzed in the EIR. Further, the DAP 1 Project would be developed on the same project site with the same potential impacts to archaeological and paleontological resources and human remains. All related mitigation measures would apply. Specifically, DAP 1 Project construction is anticipated to require excavation for two levels of below grade parking and piles greater than 30 feet in depth in native soils and therefore mitigation measures **CR-1.1, Conduct Extended Phase I (XPI) Archaeological Investigations within the Project Site near Recorded Resources and within an Area of Archaeological Sensitivity**; **CR-1.2, Provide Archaeological Monitoring of the Project Site When in Native Soil**; **CR-1.3, Stop Work if Cultural Resources Are Encountered during Ground- Disturbing Activities**; **CR-2.1, Paleontological Resource Mitigation Plan**; **CR-2.2, Paleontological Resource Monitoring** (each of which will include the requirements of **CR-2.3, Paleontological Resource Reporting**); and **CR-3.1, Stop work if human remains are encountered during ground-disturbing activities** would apply.

For potential secondary cultural resources impacts associated with intersection improvements required as traffic mitigations, mitigation measures **IM-CR-1, Conduct Cultural Resource Investigations and Protect and Recover Significant Resources** and **IM-CR-2, Stop Work if Cultural Resources Are Encountered during Ground-Disturbing Activities** would be required and would be implemented by the City of Santa Clara. Mitigation measure **IM-CR-3, Stop Work if Human Remains Are Encountered during Ground- Disturbing Activities** (also referred to as CR-3.1) would be required of the project developer.

6.8.3 Conclusion

Based on an examination of the analysis, findings, and conclusions of the City Place EIR, implementation of the DAP 1 Project would not substantially increase the severity of significant impacts identified in the City Place EIR, nor would it result in new significant impacts related to cultural resources that were not identified in the City Place EIR. Mitigation measures **CR-1.1, Conduct Extended Phase I (XPI) Archaeological Investigations within the Project Site near Recorded Resources and within an Area of Archaeological Sensitivity**; **CR-1.2, Provide Archaeological Monitoring of the Project Site When in Native Soil**; **CR-1.3, Stop Work if Cultural Resources Are Encountered during Ground- Disturbing Activities**; **CR-2.1, Paleontological Resource Mitigation Plan; CR-2.2, Paleontological Resource Monitoring** (CR-2.1 and CR-2.2 will include the requirements of **CR-2.3, Paleontological Resource Reporting**); **CR-3.1, Stop work if human remains are encountered during ground-disturbing activities; IM-CR-1, Conduct Cultural Resource Investigations and Protect and Recover Significant Resources**; **IM-CR-2, Stop Work if Cultural Resources Are Encountered during Ground-Disturbing Activities**; and **IM-CR-3, Stop Work if Human Remains Are Encountered during Ground- Disturbing Activities** (also referred to as CR-3.1) (see Attachment A) would be applicable to and would be implemented by the DAP 1 Project, and would ensure that impacts related to cultural resources would be less than significant.

6.9 Biological Resources

Would the project:	Equal or Less Severity of Impact Previously Identified in the City Place EIR	Substantial Increase in Severity of Previously Identified Significant Impact in the City Place EIR	New Significant Impact
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations or by DFW or FWS;	☒	☐	☐
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by DFW or FWS;	☒	☐	☐
c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marshes, vernal pools, coastal wetlands, etc.) through direct removal, filling, hydrological interruption, or other means;	☒	☐	☐
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors or impede the use of native wildlife nursery sites.	☒	☐	☐
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.	☒	☐	☐
f. Conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan.	☒	☐	☐

6.9.1 City Place EIR Findings

The City Place EIR identified significant impacts related to the movement of native migratory wildlife species, burrowing owl habitat, the western pond turtle, Central California Coast steelhead, chinook salmon, and loss or damage to wetland and other waters. Mitigation measures were identified for each of these significant impacts to monitor for and protect such species and replace habitat lost during construction; implementation of these measures would reduce Project impacts to less-than-significant levels.

The Project would adhere to the City of Santa Clara General Plan, Policy 5.3.1-P10, which requires developments to replace trees at a ratio of 2:1 (replaced/lost), pursuant to which the developer will be required to plant as many as 2,810 new trees on the project site, and up to 676 additional trees could be planted on off-site removal locations. A separate policy in the General Plan, 5.10.1-P3, protects heritage trees, but there are no heritage trees located on the Project Site. Through adherence to Policy 5.3.1-P10, the impact to trees was determined to be less than significant.

No special-status plant species were documented on the Project site and no impact on special-status plant species was identified for the Project. As also noted in Section 6.2, *Land Use and Planning*, the Project would have no impact on a Habitat Conservation Plan or a Natural Community Conservation Plan.

6.9.2 Project Analysis

The DAP 1 Project would be constructed on the same project site that was analyzed in the EIR, which does not contain special-status plant species, and thus the DAP 1 Project would have no impact on special-status plant species. Also, development on Parcel 5 would not involve construction, operations, or maintenance on the riverbank, or in areas within 200 feet of the Guadalupe River. Therefore, the DAP 1 Project would not result in potentially significant impacts to the Central California Coast steelhead, chinook salmon or related critical habitat and mitigation measure **BIO-4.1, Protect Central California Coast Steelhead, Critical Habitat, and Chinook Salmon**, would not apply. However, as described in the EIR, development on Parcel 5 would contribute to potential impacts to the movement of native migratory wildlife species, burrowing owl habitat, the western pond turtle, and loss or damage to wetland and other waters. The DAP 1 Project would implement all biological resources mitigation measures identified in the EIR to address these impacts and would adhere to City of Santa Clara General Plan, Policy 5.3.1-P10 related to heritage trees. Therefore, as with the Project, the DAP 1 Project's impacts related to biological resources would be less than significant with applicable mitigation measures.

6.9.3 Conclusion

Based on an examination of the analysis, findings, and conclusions of the City Place EIR, implementation of the DAP 1 Project would not substantially increase the severity of significant impacts identified in the City Place EIR, nor would it result in new significant impacts related to biological resources that were not identified in the City Place EIR. Mitigation measures **BIO-1.1, Protect Nesting Birds**; **BIO-1.2, Implement Bird-Safe Design Standards into Project Buildings and Lighting Design**; **BIO-2.1, Detection of Burrowing Owls; BIO-2.2, Mitigation for Loss of Burrowing Owl Habitat during Construction**; **BIO-3.1, Protect Western Pond Turtles; BIO-5.1, Protect Retention Pond and Eastside Retention Drainage Swale, and San Tomas Aquino Creek and the Guadalupe River Aquatic Habitat during Construction**; **BIO-5.2, Compensate for Loss of Waters of the U.S. and State (including Wetlands)**; **BIO-C.1, Make a Fair-Share Nitrogen Deposition Fee Contribution to the Santa Clara Habitat Agency's Voluntary Fee Payment Program; IM-BIO-1, Replace Removed Trees; IM-BIO-2, Preconstruction Surveys; IM-BIO-3, Site-Specific Surveys and Species/Habitat Avoidance, Minimization, and Compensation Measures** (see Attachment A) would be applicable to and would be implemented by the DAP 1 Project, and would ensure that impacts related to biological resources would be less than significant.

6.10 Geology and Soils

Would the project:	Equal or Less Severity of Impact Previously Identified in the City Place EIR	Substantial Increase in Severity of Previously Identified Significant Impact in the City Place EIR	New Significant Impact
a. Expose people or structures to substantial risk of loss, injury, or death involving: • Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map or Seismic Hazards Map issued by the State Geologist for the area or based on other substantial evidence of a known fault; • Strong seismic ground shaking; • Seismic-related ground failure, including liquefaction, lateral spreading, subsidence, collapse; or • Landslides;	☒	☐	☐
b. Result in substantial soil erosion or the loss of topsoil;	☒	☐	☐
c. Be located on a geologic unit or soil that is unstable or that would become unstable as a result of the project and potentially result in an on-site or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse;	☒	☐	☐
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), or on corrosive subsurface materials, creating substantial risks to life or property; or	☒	☐	☐
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems in areas where sewers are not available for the disposal of wastewater.	☒	☐	☐

6.10.1 City Place EIR Findings

No septic tanks or alternative wastewater systems are proposed as a part of the Project and no related impact would occur. The project site is not within a mapped Earthquake Fault Zone and the City Place EIR determined that impacts related to ground shaking or a seismic event were less-than-significant. The City Place EIR found potentially significant impacts with respect to settlement, liquefaction, slope instability, expansive soils, and corrosive soils, but concluded that such impacts to geology and soils would be less than significant with implementation of mitigation measures, such as preparation and implementation of a detailed grading and erosion control plan, geotechnical reports, construction quality assurance plans, and a site operation, monitoring, and maintenance plan.

6.10.2 Project Analysis

The DAP 1 Project construction-related activity, including demolition, required infrastructure improvements on- and off-site, and general building locations and envelopes were anticipated and analyzed in the EIR. Further, the DAP 1 Project would be developed on the same project site with the same geology and soils, subject to the same or more stringent building codes. Therefore, all related mitigation measures would apply.

Only Parcels 1 through 4 are considered to be all or partly over landfill and therefore mitigation measure **GEO-2.6, Review and Approval by Relevant Regulatory Agencies** applies only to those parcels. A very small portion of the Phase 1 infrastructure work—the planned connection between proposed Avenue C and relocated Stars and Stripes Drive—would be in Parcel 4. The project applicant is therefore not required to implement this mitigation measure for the bulk of the DAP 1 work that is on Parcel 5, but is required to implement this mitigation measure prior to obtaining a permit for grading this small portion of Phase 1 work on Parcel 4; the grading permit for this work will be obtained separately from, and after, the grading permit for the remainder of Phase 1.

6.10.3 Conclusion

Based on an examination of the analysis, findings, and conclusions of the City Place EIR, implementation of the DAP 1 Project would not substantially increase the severity of significant impacts identified in the City Place EIR, nor would it result in new significant impacts related to geology and soils that were not identified in the City Place EIR. Mitigation measures **GEO-1.1, Detailed Grading and Erosion Control Plan**; **GEO-2.1, Design-Level Geotechnical Investigation**; **GEO-2.2, Final Geotechnical Report Review**; **GEO-2.3, Construction Quality Assurance Plan**; **GEO-2.4, Final Project Design Review**; **GEO-2.5, Site Operation, Monitoring, and Maintenance Plan**; **GEO-2.6, Review and Approval by Relevant Regulatory Agencies**; and **IM-GEO-1, Prepare a Geotechnical Investigation** (see Attachment A) would be applicable to and would be implemented by the DAP 1 Project, and would ensure that impacts related to geology and soils would be less than significant.

6.11 Hydrology and Water Quality

Would the project:	Equal or Less Severity of Impact Previously Identified in the City Place EIR	Substantial Increase in Severity of Previously Identified Significant Impact in the City Place EIR	New Significant Impact
a. Violate any water quality standards or WDRs;	☒	☐	☐
b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge, resulting in a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level that would not support existing land uses or planned uses for which permits have been granted);			
c. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or proposed uses for which permits have been granted);	☒	☐	☐
d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on-site or off-site;	☒	☐	☐
e. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on-site or off-site;	☒	☐	☐
f. Create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff;	☒	☐	☐
g. Otherwise substantially degrade water quality;	☒	☐	☐
h. Place housing within a 100-year flood hazard area, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map;	☒	☐	☐
i. Place within a 100-year flood hazard area structures that would impede or redirect flood flows;			
j. Expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of the failure of a levee or dam; or	☒	☐	☐
k. Contribute to inundation by seiche, tsunami, or mudflow.	☒	☐	☐

6.11.1 City Place EIR Findings

The City Place EIR determined there would be no impact related to seiche, tsunami, or mudflow because project site is not within a tsumani inundation area or a designated landslide area and there are no reservoirs adjacent to the project area.

The Project would not result in a significant decrease in infiltration and groundwater recharge and would result in less than significant impacts with respect to groundwater supplies. The Project would result in additional water demand for both surface and groundwater resources. This impact is addressed in Section 6.15, *Utilities*.

The City Place EIR found all other hydrology and water quality impacts, including those related to water quality standards, drainage, and stormwater runoff, would be less than significant with implementation of mitigation measures.

Impacts related to placing structures within the 100-year flood zone are considered to be impacts of the environment on a project therefore not CEQA impacts. Nonetheless, a potential condition of approval requiring flood warnings for areas subject to flooding was included for consideration by the City Council, and was adopted by the Council as Condition of Approval 9. The City Place EIR found that the risk of dam failure affecting the project site is considerably remote and the potential impacts related to the failure of a levee or dam were less than significant. This impact also is considered to be an impact of the environment on a project and therefore not a CEQA impact.

6.11.2 Project Analysis

The DAP 1 Project site was included in the EIR analysis and the finding of no impact related to seiche, tsunami, or mudflow would be the same.

The DAP 1 Project construction-related activity, including demolition, required infrastructure improvements on- and off-site, and general building locations and envelopes were anticipated and analyzed in the EIR. This includes the addition of new impervious surfaces and changes to groundwater recharge. The DAP 1 Project would develop a storm drainage system that would connect to the existing pump station located by the existing tennis courts via an underground gravity network of pipes, catch basin, manholes, water quality treatment measures and other appurtenances. Internal pipes would connect the DAP 1 Project building drainage to the storm drains. The new public streets that would be developed as a part of the DAP 1 Project would be designed such that the 100-year event flow would remain within the roadway limits and not extend into private property. The DAP 1 Project would be required to implement mitigation measure **WQ-1.1, Design and Implement Stormwater Control Measures**. Further, to reduce secondary impacts from required intersection improvements, **IM-WQ-1, Prepare a Hydrology and Water Quality Technical Report** would also apply to the DAP 1 Project (see Section 6.4, *Transportation*). Consistent with the conclusions of the EIR, DAP 1 Project's potential hydrology and water quality impacts would be less-than-significant with implementation of mitigation measures.

Mitigation measure **WQ-3.1, Design New Bridge and Outfall Structures to Avoid Increase in 100-year Flow and Channel Erosion** would not apply to the DAP 1 Project as no new bridge or outfall structures would be required.

6.11.3 Conclusion

Based on an examination of the analysis, findings, and conclusions of the City Place EIR, implementation of the DAP 1 Project would not substantially increase the severity of significant impacts identified in the City Place EIR, nor would it result in new significant impacts related to

hydrology and water quality that were not identified in the City Place EIR. Mitigation measures **WQ-1.1, Design and Implement Stormwater Control Measures**; and **IM-WQ-1, Prepare a Hydrology and Water Quality Technical Report** (see Attachment A) would be applicable to and would be implemented by the DAP 1 Project, and would ensure that impacts related to hydrology and water quality would be less than significant.

6.12 Hazards and Hazardous Materials

Would the project:	Equal or Less Severity of Impact Previously Identified in the City Place EIR	Substantial Increase in Severity of Previously Identified Significant Impact in the City Place EIR	New Significant Impact
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials;	☒	☐	☐
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment;			
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school;	☒	☐	☐
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 (i.e., the "Cortese List") and, as a result, would create a significant hazard to the public or the environment;	☒	☐	☐
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, result in a safety hazard for people residing or working in the project area;	☒	☐	☐
f. Impair or physically interfere with an adopted emergency response plan or emergency evacuation plan;	☒	☐	☐
g. Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands; or	☒	☐	☐
h. Expose people or structures to a significant risk of loss, injury, or death involving subsurface fires caused by the heating of landfill waste materials.	☒	☐	☐

6.12.1 City Place EIR Findings

The project site is surrounded by urban development and there are no private airstrips in the Project site vicinity. Therefore, there would be no impact related to private airstrips or wildland fire hazards.

The City Place EIR determined that Project operations would have a less-than-significant impact with respect to routine hazardous materials use and, as further detailed in the air quality analysis, the potential hazards to the closest school (0.2 miles from the project site) would also be less than significant. The Project would be consistent with the San Jose International Airport's Airport Influence Area restrictions and with the City's Local Hazards Mitigation Plan. Therefore, the Project would result in less-than-significant impacts with respect to aviation hazards and emergency access.

Other hazards and hazardous materials impacts include the potential for accidental release of hazardous materials during construction; the presence of hazardous materials in areas not underlain by the landfill; landfill-related hazards including the potential significant hazard to human health

from landfill gas, contaminated soils or groundwater, and subsurface fires related to the landfill. Further, project construction would disturb existing leachate collection and removal systems (LCRSs) which could impact groundwater quality. The City Place EIR concluded that each of these hazards and hazardous materials impacts would be less than significant with implementation of mitigation measures.

6.12.2 Project Analysis

The DAP 1 Project's proposed land uses and general building locations and envelopes were anticipated and analyzed in the EIR and impacts related to private and public air strips, schools, and wildland fire hazards would be the same as those identified in the EIR. The DAP 1 Project site includes Parcel 5, construction over the tennis courts, and structures within 1,000 feet of the landfill. Although the DAP 1 Project site and square footage of development is slightly larger and the construction-related activity is more than what was analyzed in the EIR for Parcel 5, the potential for this change was anticipated with the EIR analysis of project variants. Only Parcels 1 through 4 are considered to be all or partly over landfill. A very small portion of the DAP 1 Project, Phase 1 infrastructure work—the planned connection between proposed Avenue C and relocated Stars and Stripes Drive—would be in Parcel 4 and therefore over landfill. The DAP 1 Project would not include any structures on Parcel 4 or over the landfill itself.

The EIR identified mitigation measures **HAZ-5.1, Phase II Site Investigation**; **HAZ-5.2, Soil and Groundwater Management Plan**; and **HAZ-5.3, Implement Measures Included in CCR Title 27, Section 21190(g)** to reduce potential hazards impacts from development on Parcel 5 and the vicinity to a less-than-significant level. Further, to reduce secondary impacts from required intersection improvements, **IM-HAZ-1, Prepare a Phase I Environmental Site Assessment**, would also apply to the DAP 1 Project (see Section 6.4, *Transportation*). These measures would apply to the DAP 1 Project.

Only Parcels 1 through 4 are considered to be all or partly over landfill and therefore mitigation measures **HAZ-2.1, Finalize Waste Management Plan for Construction; HAZ 4.1** through **HAZ-4.6; HAZ 6.1, Finalize Draft Technical Memorandum: Leachate Collection and Removal System**; **HAZ 9.1**, **Subsurface Fire Prevention, Detection, and Response Plan**; and **HAZ-9.2, Subsurface Fire Prevention and Detection Measures**; and **HAZ-9.3 Subsurface Fire Suppression** apply only to those parcels. A very small portion of the Phase 1 infrastructure work—the planned connection between proposed Avenue C and relocated Stars and Stripes Drive—is in Parcel 4. The project applicant is therefore not required to implement these mitigation measures for the bulk of the DAP 1 work that is on Parcel 5, but is required to implement these mitigation measures prior to obtaining a permit for grading this small portion of Phase 1 work on Parcel 4; the grading permit for this work would be obtained separately from, and after, the grading permit for the remainder of Phase 1**.**

6.12.3 Conclusion

Based on an examination of the analysis, findings, and conclusions of the City Place EIR, implementation of the DAP 1 Project would not substantially increase the severity of significant impacts identified in the City Place EIR, nor would it result in new significant impacts related to

hazards and hazardous materials that were not identified in the City Place EIR. Mitigation measures **HAZ-2.1, Finalize Waste Management Plan for Construction**; **HAZ-4.1, Landfill Closure, Monitoring, and Maintenance Plans**; **HAZ-4.2, Landfill Gas Collection and Removal System**; **HAZ-4.3, Landfill Gas Protection System**; **HAZ-4.4, Landfill Gas Monitoring and Control System Maintenance**; **HAZ-4.5, Building Restrictions**; **HAZ-4.6, Landfill Hazards Disclosure**; **HAZ-5.1, Phase II Site Investigation**; **HAZ-5.2, Soil and Groundwater Management Plan**; **HAZ-5.3, Implement Measures Included in CCR Title 27, Section 21190(g)**; **HAZ-9.1, Subsurface Fire Prevention, Detection, and Response Plan**; **HAZ-9.2, Subsurface Fire Prevention and Detection Measures**; **HAZ-9.3 Subsurface Fire Suppression**; and **IM-HAZ-1, Prepare a Phase I Environmental Site Assessment** (see Attachment A) would be applicable to the extent described above and would be implemented by the DAP 1 Project in the manner described above, and would ensure that impacts related to hazards and hazardous materials would be less than significant

6.13 Population and Housing

Would the project:	Equal or Less Severity of Impact Previously Identified in the City Place EIR	Substantial Increase in Severity of Previously Identified Significant Impact in the City Place EIR	New Significant Impact
a. Induce substantial population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure);	☒	☐	☐
b. Displace a substantial number of existing housing units, necessitating the construction of replacement housing elsewhere; or	☒	☐	☐
c. Displace a substantial number of people, necessitating the construction of replacement housing elsewhere.	☒	☐	☐

6.13.1 City Place EIR Findings

No residential buildings would be demolished as a part of the Project and there would be no impact related to the displacement of housing. Although the Project would displace approximately 510 on- and off-site workers from existing commercial operations to be demolished, these workers could be accommodated within the proposed project or existing surrounding office, industrial, and warehouse sites and the impact would be less-than-significant.

The Project would result in new on-site population including construction workers, residents, employees, and guests. The City Place EIR found that new housing demand from Project employees would not result in a significant impact as the demand would represent just over 20 percent of the City's projected household growth between 2015 and 2040.

6.13.2 Project Analysis

The DAP 1 Project site does not include any existing residents, and thus its implementation would have no impact related to the displacement of housing and a less-than-significant impact related to the displacement of on- and off-site workers.

The DAP 1 Project would provide a mix of uses, including residential, hotel, retail, and office uses generally on Parcel 5. Although the DAP 1 Project site and square footage of development is slightly larger than what was analyzed in the EIR for Parcel 5, the potential for this change was anticipated with the EIR analysis of project variants. Further, the DAP 1 Project land uses and associated population growth (construction workers, residents, employees, and guests) are well within the maximum build-out for the entire project and thus within the impact envelope of the EIR. Impacts related to population and housing would be the same as those identified in the EIR.

6.13.3 Conclusion

Based on an examination of the analysis, findings, and conclusions of the City Place EIR, implementation of the DAP 1 Project would not substantially increase the severity of significant impacts identified in the City Place EIR, nor would it result in new significant impacts related to population and housing that were not identified in the City Place EIR.

6.14 Public Services and Recreation

Would the project:	Equal or Less Severity of Impact Previously Identified in the City Place EIR	Substantial Increase in Severity of Previously Identified Significant Impact in the City Place EIR	New Significant Impact
a. Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for fire protection, police protection, schools, parks, or other public services and facilities;	☒	☐	☐
b. Increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated; or	☒	☐	☐
c. Include recreational facilities or require the construction or expansion of recreational facilities which might have a substantial adverse physical effect on the environment.	☒	☐	☐

6.14.1 City Place EIR Findings

The City Place EIR found less-than-significant impacts related to public services and recreational facilities; no mitigation measures were warranted.

6.14.2 Project Analysis

The DAP 1 Project land uses and associated demand for public services are well within the maximum build-out for the entire project and thus within the impact envelope of the EIR.

The DAP 1 Project would provide a mix of uses, including residential, hotel, retail, and office uses generally on Parcel 5. Although the DAP 1 Project site is slightly larger than what was analyzed in the EIR for Parcel 5 and would require demolition of the existing Santa Clara Fire Station 10, the potential for this change was anticipated within the EIR analysis of the Project and project variants. The DAP 1 Project would include the temporary relocation of Fire Station 10 personnel to Fire Station 8 where they will remain until completion and occupancy of the new replacement Fire Station 10. The demolition, temporary relocation, and replacement of Fire Station 10 was analyzed in the EIR for the development of Parcel 4. The EIR determined that no suspension of service or significant environmental impacts would result. Potential construction-related impacts associated with the replacement fire station was analyzed throughout the EIR.

The DAP 1 Project would defer to Phase 2 the development of the public park open space requirements for residential units. This deferral is provided for in the project development agreement. The DAP 1 Project residential uses could be occupied prior to the development of Phase 2 open space, resulting in a temporary increase in demand for existing recreational facilities. As noted in the EIR, new residents and employees could use the nearby park facilities, such as Fairway Glen Park, the Santa Clara Youth Soccer Park, the Ulistac Natural Area, the

San Tomas Aquino/Saratoga Creek Trail, and the Guadalupe River Trail. These parks and trails with benches, pathways, and other socializing and exercise spaces could attract new residents and employees due to their proximity. Therefore, although required open space might not be developed concurrently with the DAP 1 Project, the impact would be less than significant due to the temporary nature of the increased demand and the availability of ample nearby recreational facilities. Impacts related to recreation would be the same as those identified in the EIR.

6.14.3 Conclusion

Based on an examination of the analysis, findings, and conclusions of the City Place EIR, implementation of the DAP 1 Project would not substantially increase the severity of significant impacts identified in the City Place EIR, nor would it result in new significant impacts related to public services and recreation that were not identified in the City Place EIR.

6.15 Utilities and Service Systems

Would the project:	Equal or Less Severity of Impact Previously Identified in the City Place EIR	Substantial Increase in Severity of Previously Identified Significant Impact in the City Place EIR	New Significant Impact
a. Exceed wastewater treatment requirements of the San Francisco Bay Regional Water Quality Control Board;	☒	☐	☐
b. Require or result in construction of new storm water drainage facilities or expansion of existing facilities, construction of which could cause significant environmental effects;	☒	☐	☐
c. Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects;	☒	☐	☐
d. Have insufficient water supplies available to serve the project from existing entitlements and resources, or would new or expanded entitlements be needed;	☒	☐	☐
e. Result in a determination by the wastewater treatment provider which serves or may serve the project that it does not have adequate capacity to serve the project's projected demand in addition to the providers' existing commitments;	☒	☐	☐
f. Be served by a landfill with insufficient permitted capacity to accommodate the project's solid waste disposal needs;	☒	☐	☐
g. Violate applicable federal, state, and local statutes and regulations related to solid waste; or	☒	☐	☐
h. Result in wasteful, inefficient, or unnecessary energy use.	☒	☐	☐

6.15.1 City Place EIR Findings

The City Place EIR concluded that the Project would not generate unique types of solid waste that would conflict with existing regulations applicable to solid waste disposal and there would be no impact related to solid waste regulation. The Water Supply Assessment (WSA) prepared for the Project demonstrated that sufficient water supplies exist to accommodate the Project's total water demand. The EIR also found that sufficient permitted landfill capacity exists to accommodate the Project's solid waste disposal needs. These impacts were determined to be less than significant.

The City Place EIR found significant impacts related to the Project's required water delivery and stormwater drainage systems. Construction of public water mains over landfills are prohibited and thus both on- and off-site improvements would be required. Similarly, the Project's proposed stormwater drainage system could require both on- and off-site improvements. Construction of these improvements would be mitigated to a less-than-significant level with implementation of all relevant mitigation measures included for construction within the City Place EIR.

The City Place EIR concluded that the Project would contribute considerably to the need for additional off-site wastewater delivery systems due to future insufficient pumping capacity. This

is considered a significant cumulative impact that would be mitigated to a less-than-significant level through a fair-share contribution to the City for necessary upgrades.

The EIR determined that any potential for the Project to use energy in a wasteful, inefficient, or unnecessary manner would be mitigated to a less-than-significant level through mitigation measures related to greenhouse gas and transportation in addition to all relevant mitigation measures included for construction within the City Place EIR.

Although the City Place EIR found a less-than-significant impact with respect to landfill capacity and significant but mitigable impacts with respect to efficient energy use and energy demands, these impacts were nonetheless found to have a considerable contribution to existing cumulative impacts. These cumulative impacts were determined to be significant and unavoidable.

6.15.2 Project Analysis

The DAP 1 Project construction-related activity, including demolition, required infrastructure improvements on- and off-site, and general building locations and envelopes were anticipated and analyzed in the EIR. Although the DAP 1 Project site and square footage of development is slightly larger than what was analyzed in the EIR for Parcel 5, the potential for this change was anticipated with the EIR analysis of project variants. Further, the DAP 1 Project is well within the maximum build-out for the entire project and thus within the impact envelope of the EIR. Impacts related to utilities and service would be the same as those identified in the EIR.

Although the EIR identified mitigation measure **UT-3.1, Make a Fair-Share Contribution to Upgrading the Rabello and Northside Pump Station System's Capacity** to reduce future insufficient pumping capacity impacts to less than significant levels, the measure specifies implementation is required concurrent with construction of Phase 2. Therefore, this mitigation measure would not apply to the DAP 1 Project.

Consistent with the Project, the DAP 1 Project's impacts associated with construction and energy demand would require implementation of mitigation measures related to greenhouse gas and transportation in addition to all relevant mitigation measures included for construction within the City Place EIR. The DAP 1 Project would contribute to the existing cumulative impacts for landfill capacity and energy demand and thus to the Project's associated significant and unavoidable impact.

6.15.3 Conclusion

Based on an examination of the analysis, findings, and conclusions of the City Place EIR, implementation of the DAP 1 Project would not substantially increase the severity of significant impacts identified in the City Place EIR, nor would it result in new significant impacts related to utilities and service systems that were not identified in the City Place EIR. Mitigation measures related to greenhouse gas and transportation in addition to all relevant mitigation measures included for construction (see Attachment A) would be applicable to and would be implemented by the DAP 1 Project. These mitigation measures would ensure that impacts related to utilities and service systems would be equal to, or less severe than, those previously identified and disclosed in the EIR.

Attachments

A. Mitigation Monitoring and Reporting Program
B. Related Santa Clara DAP1, Phase 1 Traffic Report
C. Getting Trip Generation Right: Eliminating the Bias Against Mixed Use Development, 2013
D. Transportation Tables

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Attachment A

Mitigation Monitoring and Reporting Program

MITIGATION MONITORING & REPORTING PROGRAM
Related Santa Clara DAP 1, Phase 1, Parcel 5 Project
Planning/CEQA File # PLN2019-14186 (PLN2014-10554/CEQ2014-01180)
State Clearinghouse # 2014072078

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
LAND USE				
LU-1.1: Increase Residential Density in the City's General Plan. During the next General Plan Update cycle, the City shall explore permitting higher residential densities in the City as well as allowing residential land uses in existing non-residential areas. Where feasible, the City shall target strategic areas of the City, specifically those closest to major employment and transit hubs, for new residential land uses and/or increased residential density. In order to maintain projected 2035 jobs/housing ratios, the City shall explore permitting up to 11,000 units.	Not Applicable City to explore permitting higher residential densities in the City.	Director of Planning and Inspection	Director of Planning and Inspection	During the next General Plan Update cycle
AESTHETICS				
AES-1.1: Imported Material Storage. Soils from other parcels that are imported to Parcel 2 shall be stored in areas that are not within view of the Guadalupe River Trail. Alternatively, imported soils within view of the Guadalupe River Trail shall be distributed across Parcel 2 at a depth of 2 feet or less.	Not Applicable Project Developer to provide applicable provisions of construction contracts to the City incorporating requirement.	Project Developer/ Project Contractor	City Planning & Inspection Division	Prior to issuance of grading and building permits
AES-1.2: Early Implementation of Master Community Plan Landscaping Plan for Parcels 1 and 2. The existing golf course trees along the eastern edge of Parcel 2 shall be retained (leaving the view from the Guadalupe River trail unchanged) until such time as development on the eastern portion of Parcel 2 would necessitate their removal. The Project Developer shall implement the Landscaping Plan, as presented in the Master Community Plan, at the earliest feasible period, given the constraints and pacing of the development. Prior to planting and installation, the Landscaping Plan shall be submitted to the Planning Director for approval.	Not Applicable Project Developer to submit a landscape plan to replace removed trees to the City for review and approval.	Project Developer/ Project Contractor	City Director of Planning & Inspection	Prior to issuance of grading and building permits for Parcel 2

[1] Where the timing of an action is specified as taking place before a permit is issued, that action must be taken with respect to the action underlying the permit, except where otherwise specifically noted.

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
AESTHETICS (cont.)				
AES-2.1: Installation of Low-Profile Lighting. The Project Developer shall install low-profile, low-intensity lighting directed downward to minimize light and glare.	Project Developer to submit catalog cuts of the fixtures proposed to the City demonstrating compliance.	Project Developer	City Planning & Inspection Division	Concurrent with Architectural Review submittal, which may be included within Development Area Plans
AES-2.2: Installation of Shielded Fixtures. The Project Developer shall use shielded fixtures for street lighting and park lighting to minimize spill onto the public right-of- way and glare produced by the lighting on the Project site.	Project Developer to submit catalog cuts of the fixtures proposed to the City demonstrating compliance.	Project Developer	City Planning & Inspection Division	Concurrent with Architectural Review submittal, which may be included within Development Area Plans
AES-2.3: Treat Reflective Surfaces. The Project Developer shall ensure application of low-emissivity glass at exterior surfaces of the proposed structures for the purpose of reducing reflection of visible light that strikes the glass exterior and reduction in the amount of interior light being emitted through the glass.	Project Developer to provide evidence that low-emissivity glass at exterior surfaces will be used.	Project Developer	City Planning & Inspection Division	Concurrent with Architectural Review submittal, which may be included within Development Area Plans
AES-2.4: Provide Obstruction for Glare from Vehicle Headlights in the Proposed Garages. The Project Developer shall ensure that through the architectural design of the parking garages and through or in combination with landscaping or physical screening at the parking structures glare from vehicle headlights shall be screened from off-site viewers.	Project Developer to provide garage sections to City showing how vehicle headlights in the proposed garages will be obstructed.	Project Developer	City Planning & Inspection Division	Concurrent with Architectural Review submittal, which may be included within Development Area Plans

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
TRANSPORTATION				
TRA-1.1: Vehicle Trip Reduction with Transportation Demand Management (TDM). The Project Developer shall prepare and implement a TDM Plan approved by the Santa Clara Director of Community Development. The TDM Plan shall include trip reduction measures necessary to achieve an overall target of reducing Project office- generated daily traffic by a minimum of 4 percent and peak-hour traffic by a minimum of 10 percent, with an overall target of reducing Project residential-generated daily traffic by a minimum of 2 percent and peak-hour traffic by a minimum of 4 percent, compared to the traffic estimates used in this EIR. The TDM Plan shall also include and implement TDM Best Management Practices (BMPs) for the retail uses. The TDM Plan shall include measures to reduce the amount of vehicle traffic generated by City Place by shifting employees, customers, and residents from driving alone to using transit, carpooling, cycling, and walking modes through TDM measures, strategies, incentives, and policies. The TDM obligation in this measure is to apply for the lifetime of the Project. The TDM Plan may specify a phased implementation approach that provides initially for implementation of the TDM measures that are appropriate for multi-tenant offices (e.g., measures aimed at increased transit use and carpooling), which are expected to be developed during the first three phases of development, and then provide for TDM measures that are appropriate for large corporate office tenants in the remaining phases (such as shuttles). The Santa Clara Director of Community Development shall have theauthority and discretion to permit modification of the measures provided that the modifications continue to achieve the overall trip reduction objective and/or the Santa Clara Director of Community Development is satisfied that all feasible TDM measures are being implemented if the overall trip reduction objective is not being met. Specific requirements as to the TDM Plan, its contents, target reductions, monitoring and remedial action are as follows: A. *Vehicle Trip Thresholds.* Vehicle trip reductions will be measured through counts of vehicles that enter and exit the site and by comparison of the results to established trip thresholds. As part of the annual TDM Plan monitoring process, as described below, vehicle trip generation estimates, based on the land uses and their sizes, will be prepared by a transportation professional funded by the Transportation Management Association described below, and working under the direction of the City, who will use the trip generation rates and internalization and public transit ridership reductions used in the EIR transportation analysis. The TDM reduction targets will be applied to create the thresholds. The estimates and thresholds will be reviewed and approved by the City's Traffic Engineer. While no thresholds are established for retail	Project Developer to submit a TDM Plan to the City for each Development Area Plan and prior to each subsequent Development Area Plan, submit a TDM Plan reviewed by the third party. Submit an annual report documenting compliance with the TDM Plan.	Project Developer/ TMA	Department of Public Works Director of Planning and Inspection	Prior to the issuance of a certificate of occupancy for first building under each DAP for TDM Plan (or expansion of TDM Plan) associated with development under the DAP; obtain approval prior to certificate of occupancy; undertakes annual reporting, surveys and revisions to TDM Plan in accordance with mitigation measure.

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
TRANSPORTATION (cont.)				
uses because it is difficult to enforce trip reductions for retail customers, this measure requires implementation of TDM BMPs for retail portions of the Project, as described below.				
B. Management Association (TMA) is a non-profit, organization that provides transportation services in a particular area, such as a commercial district, medical center or office park, controlled by members that are building owners or tenants in that area. A TMA shall be formed to oversee and coordinate implementation of the TDM measures to be implemented for the Project, including coordinating activities of the various employers and tenants. The TDM Plan shall identify the vehicle trip-reducing measures and strategies to be provided and implemented directly by the Project Developer, those to be implemented directly by the TMA and those to be implemented directly by individual tenants/employers, and any to be implemented directly by the City. The TDM Plan shall describe the roles and responsibilities of the TMA and its members, which shall be codified in a binding agreement with the City of Santa Clara, approved by the Director of Community Development, and recorded with the County of Santa Clara Clerk Recorder.				
C. *Office TDM Measures.* TDM measures that target office employees shall be described in detail in the TDM Plan, including information regarding the direct implementing party (e.g., Project Developer, TMA, City, and tenants and employers.), The following TDM measures shall be considered for inclusion in the TDM Plan for some or all portions of the office development, to the extent feasible and appropriate, either as part of an initial TDM Plan or as options for enhanced or remedial measures if trip reduction targets are not being met:				
• On-site Support Facilities: shuttle bus stops with shelters, bicycle paths and lanes, pedestrian paths linking buildings and transit stations, priority parking for carpools and vanpools				
• In-building Support Facilities: showers and changing rooms, bicycle storage rooms and bicycle racks, and bicycle repair stands, cafes, and fitness centers				
• Private shuttles for both long distance commute and last-mile service from nearby public transit				
• Ridesharing options for long distance commuters such as carpool and vanpool matching services				
• Guaranteed ride home services for commuters who carpool, take transit, or bicycle to work				

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
TRANSPORTATION (cont.)				
• Financial incentives such as pre-tax benefits for transit and bicycle expenses (e.g., Commuter Check) or subsidized transit passes (e.g., Commuter Checks, Clipper Cards or VTA EcoPass) for all employees • Additional support services for employees who use transit or rideshare, such as flexible work hours • A website and marketing program to disseminate information on commute options; access to TMA management services • A TDM information packet to be provided to all new City Place employees upon commencement of work at City Place and, the benefits of alternative commute methods stressed during new employee orientation programs • Incentives for employees to live in locations well served by transit or shuttles • Bike share pods to enable trips on-site and to nearby destinations to be made by bicycle • Car share services with cars on-site for use by employees (or others) who use alternative modes to travel to the site but need a car to run an errand, travel to a meeting, etc. • Multi-passenger demand responsive ride services for local employees that are competitive with drive alone including transportation network/ride-sharing services such as Uber Pool, Lyft Line and Chariot on-demand and crowd-sourced bus services • Yet-to-be developed new services, programs, strategies and emerging technologies • Congestion cordon (boundary) pricing scheme[2] • Parking management strategies such as paid parking and unbundled parking to restrict the parking supply[3]				

[2] Cordon pricing would entail charging vehicles a fee as they enter an area. The fees would be higher during congested periods. This type of strategy is most effective with limited access points and requires a high quality transit system to accommodate travel by a non-automobile mode.
[3] These parking management strategies can be paired with a residential permit parking program (RPPP) to ensure that Project residents seeking parking do not park in nearby neighborhoods.

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
TRANSPORTATION (cont.)				
D. *Residential TDM Measures*. TDM measures that target residents shall be described in the TDM Plan, including information regarding the direct implementing party (e.g., Project Developer, TMA, City, tenants and employers). The following TDM measures shall be considered for inclusion in the TDM Plan for some or all portions of the residential development, to the extent feasible and appropriate, either as part of an initial TDM Plan or as options for enhanced or remedial measures if trip reduction targets are not being met: • Bicycle infrastructure improvements • Bicycle parking room or lockers • Bicycle riders guide • On-site bicycle repair facilities • Financial subsidies for residents who commute by carpool, transit, walking or bicycle, such as VTA EcoPasses • A website and marketing program to disseminate information on commute options; access to TMA management services • Rideshare matching services • On-site shuttle services, shuttle bus stops with shelters, pedestrians path linking buildings and transit stations • Bus stops located near buildings • Pedestrian-oriented site design • Congestion cordon (boundary) pricing scheme • Parking management strategies such as paid parking and unbundled parking to restrict the parking supply.				
E. *Retail Site Design BMPs.* BMPs that target retail employees and customers shall be described in the TDM Plan, including information regarding the direct implementing party (e.g., Project Developer, TMA, City, tenants and employers). The following BMPs shall be considered for inclusion in the TDM Plan for some or all portions of the retail development, to the extent feasible and appropriate: • Bicycle infrastructure improvements • Bicycle rider encouragement program • Bicycle parking, showers and lockers • Bicycle riders guide • On-site bicycle repair facilities				

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
TRANSPORTATION (cont.)				
• Pre-tax commuter incentives • Rideshare matching services • On-site shuttle services, shuttle bus stops with shelters, pedestrians path linking buildings and transit stations • A website and marketing program to disseminate information on commute options; access to TMA management services • Bus stop locations near building entrances • Pedestrian-oriented site design • Congestion cordon (boundary) pricing scheme F. *Monitoring and Reporting.* The TDM Plan shall be monitored annually to gauge its effectiveness in meeting the thresholds; while general guidelines are provided here, the monitoring and reporting process shall be explained in detail in the TDM Plan. A transportation professional working at the City's direction and pursuant to a scope of work approved by the City's Traffic Engineer shall conduct traffic counts annually using mechanical counters or other devices approved by the City of Santa Clara to measure the daily and peak-hour entering and exiting vehicle volumes for a 72-hour period, Tuesday through Thursday. The counts shall include traffic counts at all City Place driveways, traffic counts at the driveways to office parking locations, and traffic counts at the driveways to residential parking locations. The counts shall be conducted when schools are in session and during non-holiday weeks with fair weather. The individual driveway volumes will be summed to provide the total site traffic volumes. The volumes at the driveways to the office and residential parking locations will be summed to provide the office- and residential-generated traffic volumes. The volumes will be compared to the trip thresholds to determine whether the reduction in vehicle trips is being met. The TMA will assist with the monitoring activities that will be conducted. In addition to monitoring driveway volumes, a survey will be developed by the transportation professional and administered in coordination with the TMA and individual office employers to determine actual mode splits for employees. The survey will also gather information on usage of individual TDM Plan components as well as gauge employee perception of the overall TDM Plan After an initial survey is conducted, subsequent surveys shall be conducted in years where the previous year's annual report has concluded that trip thresholds and trip reduction targets are not being met.				

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
TRANSPORTATION (cont.)				
The results of the annual vehicle counts and survey (if one is conducted that year) will be reported in writing by the transportation professional to the Santa Clara Director of Community Development. The report will include descriptions of the TDM measures in place, highlighting new or modified measures, summarize the results of the counts, summarize the results of the employee survey (if one is conducted that year), and conclude whether the trip thresholds and trip reduction targets are being met. The report (as well as any remedial action taken as a result) will be summarized in an annual informational report to the Planning Commission on the progress of TDM efforts throughout the City of Santa Clara. G. *Remedial Action*. If TDM Plan monitoring results show that the trip reduction targets are not being met, the TDM Plan shall be updated to identify replacement and/or additional feasible TDM measures to be implemented. The updated TDM Plan shall be submitted to the City and approved by the Santa Clara Director of Community Development. The updated TDM Plan shall also identify other TDM measures that were considered but determined to be infeasible or ineffective. The TMA shall oversee and coordinate the implementation of the feasible additional TDM measures and continue to explore methods of making other potential TDM measures feasible.				
TRA-1.2: Intersection Improvements. The intersection improvements and off-setting mitigation measures summarized in Table 3.3-20 shall be implemented, and Project Developer shall pay the fair-share contributions for the mitigation measures summarized in Table 3.3-20. The intent of the table is to identify, based on a preliminary feasibility determination, physically feasible intersection mitigation measures (e.g., lane additions) that increase the intersection's vehicle carrying capacity and reduce vehicle delay while fully mitigating the impacts. As described below, feasible mitigation measures that fully mitigate the impacts were identified at some locations. However, at other locations, measures that provide only partial mitigation were identified because of physical constraints. Although these mitigation measures do not fully address the impact, they do help reduce the severity of the impact. For intersections where there are no feasible physical improvements, off- setting mitigation measures were investigated. These measures would provide improvements to other modes of travel, thereby increasing the capacity of the transportation system. At some intersections no feasible improvement or off-setting mitigation measures were identified.	Partially Applicable in accordance with Exhibit MMRP-1 Implement intersection improvements included in Table 3.3-20 of the Draft EIR and pay fair share contribution in accordance with Exhibit MMRP-1.	Project Developer (as noted in Table 3.3-20 of Draft EIR)	Department of Public Works	In accordance with Exhibit MMRP-1

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
TRANSPORTATION (cont.)				
The four potential entries are: • Full Mitigation: At the affected intersection, a physical modification to the intersection that would fully mitigate the impact was identified. This could be accomplished by adding vehicle lanes or upgrading an intersection to an interchange or "fly-over." These improvements would reduce vehicle delays and fully mitigate Project impacts at several intersections by allowing the intersections to operate at acceptable levels, with delays that would be lower than they would be under no-project conditions, or with less than a 4-second increase in critical delay at intersections that operate at unacceptable levels. • Partial Mitigation: At the affected intersection, a physical modification to the intersection that would partially mitigate the impact was identified. The proposed measure mitigates the impact during one peak hour but not the other or reduces the delay but not enough to mitigate the impact. • Off-setting Mitigation: In the North San José Deficiency Plan area, off-setting local street network, transit, bicycle, or pedestrian improvements were identified to accommodate future travel growth but not directly mitigate the intersection with the identified impact. • No Feasible Mitigation: No physical improvements or off-setting mitigation measures were identified, typically because of physical limitations, costs, and/or right-of-way constraints. Some of the intersection improvements would require right-of-way (ROW) acquisition. A preliminary review of ROW constraints was done by viewing aerial photography as a part of the mitigation measure feasibility assessment. An intersection was identified as having ROW constraints if the mitigation measure would include widening the roadway or relocating aboveground utilities. (Use of the center median and "pork-chop" islands was not considered as roadway widening.) If the removal of bicycle facilities was required, the ROW required was defined as "possible." If the City makes a final determination that a portion or all of an improvement is not feasible because ROW cannot be acquired or for other reasons, the improvement, or infeasible portion, shall not be implemented and, if none of the improvement is feasible, and no off-setting mitigation measure is identified, that intersection shall be considered to have "no feasible mitigation."				

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
TRANSPORTATION (cont.)				
The Project Developer's responsibility is included in Table 3-3.20, which indicates if the Project Developer would be wholly or partially responsible for the mitigation measure. • As seen in the table, "100 percent" indicates that the cost and construction of the proposed mitigation measure is the full responsibility of the Project Developer. These are discrete mitigation measures that either fully or partially mitigate significant Project impacts. • "Percent of total traffic" indicates that the Project Developer shall pay a fair-share contribution to the proposed mitigation measure, which is typically a larger transportation improvement, such as an expressway interchange, that has been identified in an adopted plan. Twelve of the intersections are on the County expressway system and are identified in the County's Expressway Plan to be upgraded to an interchange or "fly-over." The Project Developer shall pay its fair share toward these interchange upgrades per agreements between Santa Clara County and the City of Santa Clara. • "Pay the North San José fee or fair-share contribution of alternative or off-setting mitigation" is identified for affected intersections in the North San José area. There are two options for these locations. The Project Developer can pay the North San José fee or a fair-share contribution for the mitigation measure or off-setting mitigation measure based on the Project's percent contribution of added traffic at the intersection. • Where there is no feasible mitigation measure, no fair share is identified (0 percent). The City-preferred mitigation measure is identified where there is more than one mitigation option.				
TRA-1.3: Prepare and Implement a Multimodal Improvement Plan. The Project Developer shall fund the preparation of (including CEQA review for) a Multimodal Improvement Plan (MIP) addressing at least the Congestion Management Program (CMP) intersections within the City of Santa Clara that are forecasted to operate at Level of Service F with the Project, either on a project level or cumulative basis. City shall reimburse the Project Developer for any cost of preparation of the MIP that exceeds the Project Developer's fair share of such cost. Such MIP shall be prepared in accordance with the guidelines and regulations of the Valley Transportation Authority (VTA) and shall be adopted by the City Council for submission to the VTA for consideration and approval no later than one year after approval of the Project. Once the MIP is adopted by the VTA, it shall be implemented in accordance with its terms and commensurate with the phasing of the development that its measures are intended to offset.	Provide requisite funding for City preparation of the MIP as City Costs under Development Agreement. City to prepare and approve MIP for submission to VTA, and implement MIP once it is approved.	Project Developer/City	Department of Public Works and Division of Planning and Inspection	City to submit approved MIP to VTA within 1 year of project approval, and implement MIP according with its terms.

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
TRANSPORTATION (cont.)				
TRA-2.1: Traffic Signal Installation. Install a traffic signal at Intersection 109, Liberty Street/Taylor Street once the traffic volumes meet the warrant requirements. The intersection of Liberty Street/Taylor Street is located in San José; the installation of a traffic signal would need to be approved by the City of San José.	Not Applicable Project Developer shall provide funding for traffic signal installation at Liberty Street/Taylor Street in the City of San José and submit evidence of compliance to City.	Project Developer	Department of Public Works	Prior to issuance of building permits for the building that triggers improvement in accordance with Exhibit MMRP-1.
TRA-2.2: Traffic Signal Installation. Install a traffic signal at Intersection 114, Calle Del Sol/Calle De Luna, once the traffic volumes meet the warrant requirements.	Not Applicable Project Developer to install a traffic signal at Intersection 114, Calle Del Sol/Calle De Luna.	Project Developer	Department of Public Works	Prior to issuance of certificate of occupancy for the building that triggers improvement in accordance with Exhibit MMRP-1.
TRA-3.1: Freeway Segment Improvements. The Project Developer will make a voluntary contribution toward the VTP's 2040 Express Lane Projects (VTP 2040 project numbers H2, H3, H4, H5, H6, H7, and H15) and Countywide Freeway Traffic Operation System and Ramp Metering Improvements (VTP 2040 project number S83). These VTP 2040 projects (H2, H3, H4, H5, H6, H7, H15, and S83), once fully funded and constructed, will enhance travel choices for Project travelers and make more efficient use of the transportation network.	Project Developer shall pay per trip fee to the City in accordance with Exhibit MMRP-1.	Project Developer	Department of Public Works	Prior to issuance of certificate of occupancy for a new or expanded structure.
TRA-1a.1: Intersection Improvements for Existing with Project Phases 1, 2, and 3. The intersection improvements and off-setting mitigation measures summarized in Table 3.3-26 shall be implemented, and Project Developer shall pay the fair-share contributions for the mitigation measures summarized in Table 3.3-26. (This table also includes impacts and mitigation measures for the full Project for comparison purposes.) These improvements will reduce vehicle delays and fully mitigate Project impacts at several intersections by allowing the intersections to operate at acceptable levels, with delays that would be lower than they would be under no-project conditions, or with less than a 4-second increase in critical delay at intersections that operate at unacceptable levels. Table 3.3-26 also contains physical improvements for select intersections that will reduce the delay, but not to a level that mitigates the impact.	Partially Applicable in accordance with Exhibit MMRP-1 See TRA-1.2	Project Developer	Department of Public Works	In accordance with Exhibit MMRP-1

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
TRANSPORTATION (cont.)				
Some of the intersection improvements would require ROW acquisition. A preliminary review of ROW constraints was done by viewing aerial photography as a part of the mitigation measure feasibility assessment. An intersection was identified as having ROW constraints if the mitigation measure would include widening the roadway or relocating aboveground utilities. (Use of the center median and "pork-chop" islands was not considered as roadway widening.) If the removal ofbicycle facilities was required, the ROW required was defined as "possible." If the City makes a final determination that a portion or all of an improvement is not feasible because ROW cannot be acquired or for other reasons, the improvement, or infeasible portion, shall not be implemented and, if none of the improvement is feasible, and no off-setting mitigation measure is identified, that intersection shall be considered to have "no feasible mitigation."				
TRA-5.1: Transportation Design Review. The site plans for Parcels 1 and 2 will undergo a design review by the City to ensure that City design standards are adhered to prior to construction. This review shall include an on-site intersection analysis prior to development plan approval. The on-site analysis shall include an intersection operations analysis to develop intersection traffic controls and lane geometries that meet City of Santa Clara traffic standards. These parcels shall also be reviewed for: • Inbound queuing at parking facilities to ensure that queues do not block public streets and local streets • Emergency vehicle access and circulation • Vehicular circulation • Parking layout and circulation within the site • Bicycle access and circulation • Pedestrian access and circulation • Pedestrian access to and from transit stops • Truck circulation and loading dock access for commercial parcels	Not Applicable Project Developer to prepare site plans for Parcels 1 and 2 to be submitted to the City to ensure that City street design and traffic standards are accommodated in each Development Area Plan.	Project Developer	Department of Public Works	Concurrent with Development Area Plan submittal for each phase to the extent that data is available and with Architectural Review to the extent minor details are not known at DAP

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
TRANSPORTATION (cont.)				
TRA-6.1: Intersection Improvements With Access Variant Scheme. The intersection improvements summarized in Table 3.3-35 shall be implemented. These improvements will reduce vehicle delays and fully mitigate Project impacts at several intersections by allowing them to operate at acceptable levels, with delays that would be lower than they would be under no-project conditions, or with less than a 4-second increase in critical delay for intersections that operate at unacceptable levels. Table 3.3-35 also contains physical improvements for select intersections that will reduce the delay, but not to a level that fully mitigates the impact. Some of the intersection improvements would require ROW acquisition. A preliminary review of ROW constraints was done by viewing aerial photography as a part of the mitigation measure feasibility assessment. An intersection was identified as having ROW constraints if the mitigation measure would include widening the roadway or relocating aboveground utilities. (Use of the center median and "pork-chop" islands was not considered as roadway widening.) If the removal of bicycle facilities was required, the ROW required was defined as "possible." If the City makes a final determination that a portion or all of an improvement is not feasible because ROW cannot be acquired or for other reasons, the improvement, or infeasible portion, shall not be implemented and, if none of the improvement is feasible, that intersection shall be considered to have "no feasible mitigation."	Partially Applicable in accordance with Exhibit MMRP-1 Implement intersection improvements summarized in Table 3.3-35 of the Draft EIR and pay fair share contribution in accordance with Exhibit MMRP-1.	Project Developer	Department of Public Works	In accordance with Exhibit MMRP-1
TRA-6.2: Intersection Improvements for Phases 1, 2 and 3. The intersection improvements summarized in Table 3.3-36 shall be implemented. These improvements will reduce vehicle delays and fully mitigate Project impacts at several intersections by allowing the intersections to operate at acceptable levels, with delays that would be lower than they would be under no-project conditions, or with less than a 4-second increase in critical delay for intersections that operate at unacceptable levels. Table 3.3-36 also contains physical improvements for select intersections that will reduce the delay, but not to a level that mitigates the impact. Some of the intersection improvements would require ROW acquisition. A preliminary review of ROW constraints was done by viewing aerial photography as a part of the mitigation measure feasibility assessment. An intersection was identified as having ROW constraints if the mitigation measure would include widening the roadway or relocating aboveground utilities. (Use of the center median and "pork- chop" islands was not considered as roadway widening.) If the	Partially Applicable in accordance with Exhibit MMRP-1 Implement the intersection improvements for Phases 1, 2, and 3, as summarized in Table 3.3-36 of the Draft EIR and pay fair share contribution in accordance with Exhibit MMRP-1.	Project Developer	Department of Public Works	In accordance with Exhibit MMRP-1

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
TRANSPORTATION (cont.)				
removal of bicycle facilities was required, the ROW required was defined as "possible." If the City makes a final determination that a portion or all of an improvement is not feasible because ROW cannot be acquired or for other reasons, the improvement, or infeasible portion, shall not be implemented and, if none of the improvement is feasible, that intersection shall be considered to have "no feasible mitigation."				
TRA-7.1: Sidewalk Gap Closure on Tasman Drive on the Lafayette Street overcrossing extending east to Calle Del Sol. The Project Developer shall construct a sidewalk on the north side of Tasman Drive on the Lafayette Street overcrossing and extending east to Calle Del Sol. The Project Developer shall fully fund the construction of this sidewalk segment between the Project frontage on Tasman Drive and Calle Del Sol.	Project Developer to construct a sidewalk on the north side of Tasman Drive on the Lafayette Street overcrossing, extending east to Calle Del Sol.	Project Developer	Department of Public Works	Prior to the issuance of certificate of occupancy for first building within Phase 1
TRA-14.1: Signalized Intersection Improvements. The intersection improvements and off-setting mitigation measures summarized in Table 3.3-20 shall be implemented and Project Developer shall pay the fair-share contributions for the mitigation measures summarized in Table 3.3-20, The Project Developer shall also pay the fair-share contribution for the additional intersections or off-setting mitigation measure identified in Table 3.3-50. The improvements will reduce vehicle delays and fully mitigate cumulative impacts at several intersections by allowing the intersections to operate at acceptable levels, with delays that would be less than they would be under no-project conditions, or with less than a 4-second increase in critical delay for intersections that operate at unacceptable levels. Table 3.3-50 also contains physical improvements for select intersections that will reduce the delay, but not to less than no-project conditions such that the Project's effects would remain cumulatively considerable. Some of the intersection improvements would require ROW acquisition. A preliminary review of ROW constraints was done by viewing aerial photography as a part of the mitigation measure feasibility assessment. An intersection was identified as having ROW constraints if the mitigation measure would include widening the roadway or relocating aboveground utilities. (Use of the center median and "pork- chop" islands was not considered as roadway widening.) If the removal of bicycle facilities was required, the ROW required was defined as "possible." If the City makes a final determination that a portion or all of an	Project Developer to implement intersection improvements mitigation measures summarized in Table 3.3-20 of the Draft EIR and pay the fair-share contributions for the mitigation measures in accordance with Exhibit MMRP-1.	Project Developer	Department of Public Works	In accordance with Exhibit MMRP-1

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
TRANSPORTATION (cont.)				
improvement or mitigation is not feasible because ROW cannot be acquired or for other reasons, the improvement, or infeasible portion, shall not be implemented and, if none of the improvement is feasible, that intersection shall be considered to have "no feasible mitigation."				
TRA-16.1: Intersection Improvements for Cumulative with-Project Access Variants. The intersection improvements summarized in Table 3.3-54 shall be implemented. Some of the intersection improvements would require ROW acquisition. A preliminary review of ROW constraints was done by viewing aerial photography as a part of the mitigation measure feasibility assessment. An intersection was identified as having ROW constraints if the mitigation measure would include widening the roadway or relocating aboveground utilities. (Use of the center median and "pork-chop" islands was not considered as roadway widening.) If the removal of bicycle facilities was required, the ROW required was defined as "possible." If the City makes a final determination that a portion or all of an improvement or mitigation is not feasible because ROW cannot be acquired or for other reasons, the improvement, or infeasible portion, shall not be implemented and, if none of the improvement is feasible, that intersection shall be considered to have "no feasible mitigation."	Project Developer to implement the intersection improvements summarized in Table 3.3-54 of the Draft EIR and pay the fair-share contributions for the mitigation measures in accordance with Exhibit MMRP-1.	Project Developer	Department of Public Works	In accordance with Exhibit MMRP-1
TRA-18.1: Construction Management. Prior to the issuance of each building permit, the Project Developer and construction contractor shall meet with the Public Works Department to determine traffic management strategies to reduce, to the maximum extent feasible, traffic congestion during construction of the Project and develop acceptable detour routes for emergency vehicles and for shuttles to the Great America ACE/Capitol Corridor station. The City will coordinate with appropriate transit agencies. The Project Developer shall prepare a Construction Management Plan for review and approval by the Public Works Department, which shall share the plan with interested the Capitol Corridor Joint Power Authority, the VTA, and ACE for review and comment. The plan, which shall be implemented during construction, shall include at least the following items and requirements: • A set of comprehensive traffic control measures, including detour signs if required, lane closure procedures, sidewalk closure procedures, signs, cones for drivers, and designated construction access routes. • Notification procedures for adjacent property owners, the public, transit operators, and public safety personnel regarding when detours and lane closures will occur.	Project Developer to prepare and submit a Construction Management Plan for the purpose of managing traffic and reducing traffic congestion during construction. City to review and approve Plan.	Project Developer/ Project Contractor	Department of Public Works	Prior to issuance of each building permit

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
TRANSPORTATION (cont.)				
• Location of construction staging areas for materials, equipment, and vehicles (must be located on the Project site). • Identification of haul routes for movement of construction vehicles that would minimize impacts on vehicular, pedestrian, and transit vehicle traffic, circulation and safety; and provision for monitoring surface streets used for haul routes so that any damage and debris attributable to the haul trucks can be identified and corrected. Construction vehicles shall be required to use designated truck/haul routes. • Provisions for removal of trash generated by Project construction activity. • A process for responding to and tracking complaints pertaining to construction activity. • Construction vehicles and construction workers shall not be allowed to park in adjacent residential neighborhoods. Construction vehicles will be required to park either in the construction zone or in the temporary parking lots.				
TRA-19.1: Modified City's Traffic Management and Operations Plan (TMOP) and Prepare a Project-Specific Traffic and Parking Management Plan. Modify the City's TMOP to include plans to direct stadium traffic to the new parking locations on the site. (Some of the office parking areas will be used during special events.) A separate traffic and parking management plan shall be developed for the Project by the Project Developer and approved by the Director of Community Development and/or the Director of Public works. This plan would address: • Parking areas to be used by office employees (versus stadium parking); • Project customer/employee parking (versus stadium parking); • Access and egress routes for vehicles to the site, taking into consideration the lane and roadway segment closures used to direct stadium traffic; • A communications plan to inform customers and employees of game-day operations; and • Operational improvements such as signal timing and coordination to maximize efficiency of the streets during peak periods. Performance goals that reflect a successful traffic and parking management plan would be contained in the plan and may include items such as: • Maintaining vehicular access to the Project with acceptable increases in travel times compared to non-game day conditions; • Limited vehicle queuing within the Project site such that no internal circulation roadways are blocked; and	Project Developer to modify the City's TMOP to include plans to direct stadium traffic to the new parking locations on the site, and a site traffic and parking management plan for review and approval by City.	Project Developer	Director of Community Development and/or Director of Public Works	Prior to the issuance of first certificate of occupancy within each DAP area

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
TRANSPORTATION (cont.)				
• Limited vehicle queuing extending from parking facilities within the Project onto external public roadways. Even with mitigation, the local streets near the Project site would operate at an unacceptable LOS due to vehicle demand exceeding capacity. Widening roadways or intersections to increase capacity was considered as mitigation but rejected due to utility and secondary impacts. Street widening would provide capacity that would be needed only on game days and not at other times. The City of Santa Clara General Plan has policies to discourage the widening of existing roadways without first considering operational improvements such as the items included in the existing TMOP and items that will be included in the TDM Plan.				
AIR QUALITY				
AQ-2.1: Utilize Clean Diesel-Powered Equipment during Construction to Control Construction-Related Reactive Organic Gas (ROG) and Oxides of Nitrogen (NOX) Emissions. The Project Developer shall ensure that all off-road diesel-powered equipment used during construction between 2017 and 2022 is equipped with the U.S. Environmental Protection Agency (EPA) Tier 3 or cleaner engines, except for specialized construction equipment for which an EPA Tier 3 engine is not available. Consistent with advancements of the statewide fleet average, the Project Developer shall ensure that all off-road diesel-powered equipment used during construction between 2023 and 2030 is equipped with EPA Tier 4 engines, except for specialized construction equipment for which an EPA Tier 4 engine is not available. This requirement will ensure construction equipment remains cleaner than the fleet-wide average.[4]	Project Developer to provide to City applicable provisions of construction contracts requiring that all off- road diesel-powered equipment used for construction between 2017 and 2022 is equipped with the U.S. EPA Tier 3 or cleaner engines and that all off- road diesel-powered equipment used for construction between 2023 and 2030 is equipped with EPA Tier 4 engines.	Project Developer/ Project Contractor	City Planning & Inspection Division	Prior to grading or building permit issuance

[4] As explained in MM AQ-6.1, below, as necessary to reduce cancer risk to on-site sensitive receptors related to construction diesel particulate matter emissions to a level below the BAAQMD, the Project Developer may need to use Tier 4 equipment after occupancy of on-site residences or daycare centers, or may use other appropriate measures (see AQ-6.1). If Tier 4 equipment is used earlier than 2023, this may reduce the amount of mitigation required in MM AQ-2.4.

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
AIR QUALITY (cont.)				
AQ-2.2: Use Modern Fleet for On-Road Material Delivery and Haul Trucks during Construction. The Project Developer shall ensure that all on-road heavy-duty diesel trucks with a gross vehicle weight rating of 19,500 pounds or greater used at the Project site comply with EPA 2007 on-road emissions standards for PM10 and NO_X (0.01 grams per brake horsepower-hour [g/bhp-hr] and 0.20 g/bhp-hr, respectively).	Project Developer to provide to City applicable provisions of construction contracts requiring the use of modern fleet for on-road material delivery and that haul trucks comply with EPA 2007 on-road emissions standards for PM10 and NOX.	Project Developer/ Project Contractor	City Planning & Inspection Division	Prior to grading or building permit issuance
AQ-2.3: Implement Bay Area Air Quality Management District (BAAQMD) Additional Construction Mitigation Measures to Reduce Construction-Related Dust and Exhaust Emissions. The Project Developer shall require all construction contractors to implement the specific construction mitigation measures below to reduce fugitive dust and equipment exhaust emissions. Emission reduction measures shall include, at a minimum, the following measures. Alternative measures may be identified by the Project Developer or its contractor, as appropriate, provided that they are as effective as the measures below. Alternative measures shall be submitted to the City of Santa Clara for approval. • All exposed surfaces shall be watered at a frequency adequate to maintain minimum soil moisture of 12 percent. Moisture content can be verified by lab samples or moisture probe. If water infiltration into landfill refuse layers is a concern, non-toxic soil stabilizers may be used instead. • All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 miles per hour (mph) for a period of 2 hours or more. • Windbreaks (e.g., fences) shall be installed on the windward side(s) of actively disturbed areas of construction. Windbreaks shall have at maximum 50 percent air porosity. • Exposed ground areas that are to be reworked more than 1 month after initial grading should be sown with fast-germinating native grass seed and watered appropriately until vegetation is established. If grass seeding is not feasible, then non-toxic soil stabilizers may be used.	Project Developer to provide to City applicable provisions of construction contracts requiring the use of BAAQMD additional construction mitigation measures to reduce construction-related dust and exhaust emissions.	Project Developer/ Project Contractor	City Planning & Inspection Division	Prior to grading and building permit issuance

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
AIR QUALITY (cont.)				
• All construction trucks and equipment, including tires, involved in ground disturbance or transit through loose soil areas shall be washed off prior to leaving the site. • Site accesses to a distance of 25 feet from the paved road shall be treated with a 6- to 12-inch compacted layer of wood chips, mulch, or gravel. Alternatively, a rumble plate may be used in place of chips, mulch, or gravel. • Sandbags or other erosion control measures shall be installed to prevent silt runoff to public roadways from sites with a slope greater than 1 percent. • Idling time of diesel powered construction equipment shall be limited to 2 minutes. • All construction equipment, diesel trucks, and generators shall be equipped with Best Available Control Technology for emission reductions of PM and NOX. • All contractors shall use equipment that meets the California Air Resources Board's (ARB's) most recent certification standard for off-road heavy-duty diesel engines.				
AQ-2.4: Offset NO_X Emissions Generated during Construction that Are above BAAQMD NOX Average Daily Emission Threshold. The Project Developer shall track construction activity, estimate emissions, and enter into a construction mitigation contract with BAAQMD to offset NO_X emissions that exceed BAAQMD NOX average daily threshold of 54 pounds per day. The average daily emissions shall be calculated on an annual basis by determining total construction-related NO_X emissions in each calendar year and dividing by the number of actual workdays in that calendar year. BAAQMD will use the mitigation fees provided by the Project Developer to implement emissions reduction efforts that offset Project NO_X emissions that exceed BAAQMD threshold. Implementation of this mitigation measure shall apply only to Phase 1 through Phase 4 construction on Parcels 4 and 5 because only construction on Parcels 4 and 5 has the potential to exceed the BAAQMD average daily NO_X threshold on an annual basis, depending on construction sequencing and overlapping activity. This mitigation includes the following specific requirements: • The Project Developer shall require construction contractors to provide annual construction activity monitoring data for Phases 1 through 4 to estimate actual construction emissions, including the effect of equipment emissions reduction measures. The Project Developer shall submit the annual construction activity monitoring data and an estimate of actual annual	City construction mitigation contracts with BAAQMD. Project Developer to provide to City annual construction activity monitoring data for City verification that the data is representative.	Project Developer/ Project Contractor	City Planning & Inspection Division	Approval of agreement prior to grading and building permit issuance, annual submittal of evidence documenting compliance and of construction activity monitoring data during construction of Phases 1 through 4 on Parcels 4 and 5.

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
AIR QUALITY (cont.)				

construction emissions to the City and BAAQMD for review by February 1 of each year for the prior construction year. The City shall examine the construction activity monitoring to ensure it is representative, and BAAQMD shall examine the emissions estimate to ensure it is calculated properly.
• After acceptance of the emissions estimates by BAAQMD for the prior year, the Project Developer shall submit mitigation fees to BAAQMD to fund offsets for the portion of annual emissions that exceed the average daily NOX threshold. The mitigation fees shall be based on the mitigation contract with BAAQMD (see discussion below) but shall not exceed the emissions-reduction project cost-effectiveness limit set for the Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program) for the year in which mitigation fees are paid. The current Carl Moyer Program cost-effectiveness limit is $18,030 per weighted ton of criteria pollutants (NOX + ROG + [20*PM]). An administrative fee of 5 percent shall be paid by the Project Developer to BAAQMD to implement the program.
• The mitigation fees shall be used by BAAQMD to fund projects that are eligible for funding under the Carl Moyer Program guidelines or other BAAQMD emissions- reduction incentive programs that meet the Carl Moyer Program cost-effectiveness threshold and are real, surplus, quantifiable, and enforceable.
• The Project Developer shall enter into a mitigation contract with BAAQMD for the emissions-reduction incentive program. The mitigation contract shall include the following:
  ○ Identification of appropriate off-site mitigation fees required for the Project.
  ○ Timing for submission of mitigation fees.
  ○ Processing of mitigation fees paid by the Project Developer.
  ○ Verification of emissions estimates submitted by the Project Developer.
  ○ Verification that off-site fees are applied to appropriate mitigation programs within the SFBAAB.
The mitigation fees shall be submitted within 4 weeks after BAAQMD accepts an emissions estimate provided by the Project Developer showing that the average daily NOX threshold was exceeded (when measured on an annual basis).				

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
AIR QUALITY (cont.)				
AQ-6.1: Assess Construction Diesel Particulate Matter (DPM) Emissions Potential Prior to Construction, Utilize Clean Diesel-Powered Equipment, Filtration Systems, and/or other Measures as Necessary to Reduce Cancer Risks Associated with DPM during Construction. The Project Developer shall implement the following measures, as necessary, to reduce cancer risks associated with DPM during construction to a level less than BAAQMD incremental cancer risk threshold of 10 in 1 million: • Revised Health Risk Assessment (HRA): The Project Developer may choose to assess the potential construction DPM emissions later in the design phase, but prior to construction, and to prepare a revised HRA using updated construction equipment activity data and submit to the City for review. If the revised HRA demonstrates, to the satisfaction of the City, that the cancer risk for construction of the entire Project at all potentially exposed on-site and off-site sensitive receptors will be less than BAAQMD threshold cited, then no additional mitigation is necessary. If the revised HRA demonstrates, to the satisfaction of the City, that the cancer risk for construction of the entire Project at some of the on-site or off-site sensitive receptors will be less than presented in the EIR but still over the BAAQMD threshold, then some of the mitigation below may not be necessary. • As necessary to reduce cancer risks below the BAAQMD threshold in light of projected DPM emissions and exposure and other mitigation (MM AQ-2.1 through MM AQ-2.3 and MM GHG-1.1), one or more of the following measures shall be implemented and the Project Developer will provide updated modeling to the City demonstrating that all on-site risks are reduced to below the BAAQMD threshold level: Tier 4 Construction Equipment. If on-site and residences and daycare centers are occupied, the Project Developer shall ensure that all off-road diesel-powered equipment used during construction after occupancy of on-site residences or on- site daycare centers is equipped with EPA Tier 4 or cleaner engines, except for specialized construction equipment for which an EPA Tier 4 engine is not available. This requirement would be in addition to the clean diesel requirements in Mitigation Measure AQ-2.1. o Install Filtration Systems on Ventilation and Recirculation Systems. Filtration systems shall be installed on ventilation and recirculation systems within on-site residences and for the heating, cooling, or ventilation systems serving daycare centers. All filters must be rated MERV-13 or higher. The Project Developer shall submit a plan for installation and maintenance of all	Not Applicable Project Developer to provide revised HRA (optional) or provide updated modeling and applicable provisions of construction contracts and/or building plans including measures to reduce cancer risks. City to review and approve revised HRA (optional to project Developer) or approve applicable provisions of construction contracts and building plans if no HRA is prepared or if revised HRA shows that cancer risks would not be below regulatory thresholds.	Project Developer/ Project Contractor	City Planning & Inspection Division	Prior to construction that is planned to occur after the first occupancy of on-site residences or daycare centers and/or prior to residential or day care building permit issuance if Project Developer desires to incorporate measures into structure

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
AIR QUALITY (cont.)				
filters in accordance with the manufacturer's recommendations to the City prior to approval of the first building permits. ○ If on-site and residences and daycare centers are occupied, the Project Developer shall employ other reduction measures, such as High Performance Renewable (HPR) Diesel Fuel, that would reduce DPM. Proposals for alternative reduction measures shall be submitted to the City for review and approval, including evidence of the particulate reduction and/or risk reduction effectiveness of the proposed alternative measures.				
GREENHOUSE GAS EMISSIONS				
GHG-1.1: Utilize Alternative Fuels during Construction. Require construction contractors to use alternative fuels in at least 30 percent of the construction equipment that uses diesel fuel. Alternative fuels may include electricity, compressed natural gas (CNG), biodiesel (B-20), or renewable diesel, such as diesel high-performance renewable (HPR).	Developer to provide to City applicable provisions of construction contracts requiring adequate use of alternative fuels.	Project Developer/ Project Contractor	City Planning & Inspection Division	Prior to grading and building permits.
GHG-1.2: Operational GHG Emissions Reduction Measures. The Project Developer shall implement the operational GHG emissions reduction strategies described below: 1. Energy Efficiency: The Project's energy efficiency shall be 15 percent better than the base case energy model developed pursuant to the 2013 Title 24 requirements or shall meet the Title 24 requirements that are applicable at the time of issuance of the building permits for individual phases, whichever is more stringent (Climate Action Plan [CAP] Measure 2.1).[5] 2. On-site Solar Energy: The Project already includes on-site photovoltaics (PV) solar to meet 10 percent of electricity demand. The Project shall obtain renewable energy electricity corresponding to 50 percent[6] of on-site electricity demand by 2030 through a combination of on-site solar, purchase of	#1, 4, 5, 6, 7, 11, 12: Building and landscape plans. #2: Annual reporting unless Project Developer demonstrates at building permit issuance that goal will be met. #10, 13: Ground leases to require	Project Developer	City Planning & Inspection Division	#1, 4, 5 6, 7, 11, 12: Prior to building permit issuance #2: Prior to building permit issuance unless the developer wishes to demonstrate that emissions will meet the 2030 metric.

[5] The CEC intends for residential buildings in 2020 and later to be zero net energy (ZNE) and commercial buildings in 2030 or later to be ZNE, but because pending regulations are not yet adopted, this cannot be assumed in this analysis.

[6] CAP measure 1.1 requires the City's utility (SVP) to replace coal power within its portfolio with natural gas by 2020 and includes a stretch goal to replace the coal power with a combination of 50% natural gas and 50% renewable energy by 2035. Thus the CAP stretch goal is to increase renewable energy within its portfolio from 2020 to 2035. The 29 percent value for the mitigation above was calculated as the difference between the CAP Measure 1.1 reduction amount for the stretch goal for 2035 (71%) and the CAP Measure 1.1 reduction amount for 2020 (42%). As discussed in text, the Project has less than significant impact in comparison to the BAAQMD service population efficiency threshold based on the AB 32 target for 2020. Since the EIR finds that the project's emissions are significant for the period after 2020, the use of the difference in the CAP Measure 1.1 between 2020 and 2035 is appropriate to the impact identified for the Project.

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
GREENHOUSE GAS EMISSIONS (cont.)				
renewable energy or other measures (CAP Measure 2.4). This requirement may be phased in as follows: 2020 – 15%; 2025 – 29%; 2030 – 50%. If the Project Developer can demonstrate, to the City's satisfaction, that through Project design, adopted State or federal regulations, or other assured actions that the Project's emissions overall will meet the 2030 metric identified in this document without the implementation of this particular measure of its full implementation, then this measure (or its full implementation) may be waived by the City.	implementation of measures and incorporation of operational measures into subleases.			#3, 8, 9, 10: Prior to execution of ground leases; provisions must be included in each applicable ground lease.
3. Food Waste: All retail restaurants shall be required to participate 100 percent in any extant City food waste and composting programs and any that may be developed in the future (CAP Measure 4.1).				
4. Electrical Landscaping Equipment: The Project shall include installation of electrical outlets near all maintained landscaping areas to allow for the use of electrical landscaping equipment (CAP Measure 5.1). In the landscaped City Center, only electrical landscape equipment shall be used. Use of electrical landscaping equipment shall not be required for the extensive natural landscaping contemplated at the edges of the City Center and at Parcels 1, 2, and 3.				
5. Electrical Vehicle Charging/Preferential Parking (CAP Measure 6.3). The Project shall provide preferential parking in all parking lots for electric vehicles and shall also provide charging equipment, as follows:				
a. Residential Use: A total of 10 percent of the required parking spaces shall be provided with a listed cabinet, box, or enclosure and connected to a conduit that links the parking spaces to the electrical service in a manner approved by the building and safety official. Of the listed cabinets, boxes, or enclosures provided, 50 percent shall have the necessary electric vehicle supply equipment installed to provide active charging stations that are ready for use by residents. The remainder shall be installed at such time as they are needed for use by residents. Electrical vehicle batteries and charging technology may change substantially over the next 15 years. As such, the City shall have the discretion to modify the specific requirements for this measure over time, provided that 10 percent of the spaces have electrical service and 5 percent have active charging, depending on what the technology at the time requires.				

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
GREENHOUSE GAS EMISSIONS (cont.)				
b. Commercial Use: New commercial uses shall provide the electrical service capacity necessary as well as all conduits and related equipment necessary to serve 2 percent of the parking spaces with charging stations in a manner approved by the City's Building Official. Of these parking spaces, 50 percent shall initially be provided with the equipment necessary to function as online charging stations upon completion of the Project. The remainder shall be installed at such time as they are needed for use by customers, employees, or other users. Electrical vehicle batteries and charging technology may change substantially over the next 15 years. As such, the City shall have the discretion to modify the specific requirements for this measure over time, provided that two percent of the spaces have electrical service and one percent have active charging, depending on what the technology at the time requires.				
6. Shade Trees: Where surface parking lots are not covered by PV solar, shade trees shall be planted to reduce urban heat island effects on adjacent buildings (CAP Measure 7.1).				
7. Urban Cooling: Any uncovered parking lots or spaces shall use light-colored pavement (CAP Measure 7.2).				
8. Leases for businesses that base a diesel truck fleet within the Project site: Ensure those fleets meet the highest CARB engine-tier standard in place at the time of issuance of the building permits for the building that such businesses occupy, or the execution of a lease, whichever comes first.				
9. Electrical hook-ups at loading docks for businesses that will receive deliveries from refrigerated diesel trucks: Stipulate in the lease agreement for such businesses a requirement to use the hook-ups if the trucks will be idling for more than two minutes.				
10. Leases for business receiving deliveries: Prohibit all diesel-powered trucks from idling for more than 2 minutes.				
11. Solar hot water heating systems: Incorporate for appropriate applications, including any swimming pools and buildings with swimming pools.				
12. Electric heat pumps, or other energy-efficiency techniques, including radiant systems: Include for space heating and cooling, under appropriate circumstances.				

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
NOISE				
NOI-1.1: Prepare and Implement a Construction Noise Control Plan to Reduce Construction Noise at Adjacent Land Uses. The Project Developer shall develop a noise control plan that requires that the Project construction activities comply with the City Code noise limits. The requirements and limitations specified in the plan shall be determined by phase and/or parcel and/or subsections of a parcel or phase. The construction noise control plan shall require the following: • The Project Developer shall appoint a Project noise coordinator who will serve as the point of contact for noise-related complaints during Project construction. The Project noise coordinator shall transmit all construction noise-related complaints to the construction contractor, and the construction contractor shall enhance or refine the noise best management practices discussed herein to address the received noise complaints to the extent feasible. The contact information for the Project noise coordinator shall be sent to residents in the greater vicinity of the Project site that could be affected by Project noise and municipalities affected by Project construction noise. • Construction activities that have the potential to generate noise that is detectable at adjacent residential land uses or within 300 feet of a residentially zoned property shall occur only during the times listed below. Activities that would result in no detectable noise at adjacent land uses, such as interior painting, would not be limited by the hours below. ○ Between 7:00 a.m. and 6:00 p.m. Monday through Friday. ○ Between 9:00 a.m. and 6:00 p.m. on Saturdays. ○ No duration in time on holidays or Sundays. • Construction contractors shall specify noise-reducing construction practices that will be employed to reduce construction noise for construction activities that would occur outside of the prohibited hours specified in the City Code and that would have the potential to exceed the receiving zone noise limits specified in the City Code. The measures determined by the Project Developer shall be reviewed and approved by the City prior to the issuance of building permits. Measures that can be used to limit noise include, but are not limited to, those listed below.	Project Developer to provide noise control plan for City review and approval.	Project Developer/ Project Contractor	City Planning & Inspection Division	Prior to issuance of the first building permit within each Development Area Plan area

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
NOISE (cont.)				
○ Locating construction equipment as far as feasible from noise-sensitive uses. ○ Requiring that all construction equipment powered by gasoline or diesel engines have sound-control devices that are at least as effective as those originally provided by the manufacturer and that all equipment be operated and maintained to minimize noise generation. ○ Not idling inactive construction equipment for prolonged periods (i.e., more than 2 minutes). ○ Prohibiting gasoline or diesel engines from having unmuffled exhaust systems. ○ Using noise-reducing enclosures around noise-generating equipment that has the potential to disturb nearby off-site land uses, or where otherwise necessary, to comply with the City Code noise limits for receiving zones.				
NOI-1.2: Implement Off-Site Traffic Noise Reduction Measures. The Project Developer shall implement off-site traffic noise reduction measures along the east side of Lafayette Drive between Tasman Drive and Hogan Drive such that the Project- related increase in traffic noise for noise receptors is less than 3 dBA. The Project Developer shall construct a solid barrier between the roadway and adjacent residential uses along Lafayette Drive between Tasman Drive and Hogan Drive unless deemed infeasible for any reason including unavailability of sufficient right of way or inability to secure design review/architectural approval. The Project Developer shall implement off-site traffic noise reduction measures along the south side of Tasman Drive between Lafayette and Calle del Sol such that cumulative with project-related increase in traffic noise for noise receptors is less than 3 dBA or the project contribution to traffic noise is less than 1 dBA. The Project Developer shall construct a solid barrier between the roadway and adjacent residential uses along Tasman Drive between Lafayette and Calle del Sol unless deemed infeasible for any reason including unavailability of sufficient right of way or inability to secure design review/architectural approval. The barriers shall be designed to provide shielding between areas of frequent human use (i.e., residence backyards) and the roadway. This would result in approximately 1,000 feet of noise barriers along this the Lafayette segment (between Tasman Drive and Hogan Drive) and up to 800 feet along the Tasman segment (between Lafayette and Calle del Sol). One effective approach would be to replace the existing privacy fences at single family residences with a solid barrier that is at least 6 feet high. The Project Developer shall prepare an off-site noise	Qualified professional to determine which Phase of the Project triggers the need for the reduction measures. Project Developer to provide noise control plan for City review, determination of feasibility and approval.	Project Developer	City Planning & Inspection Division	Qualified professional to determine which phase triggers noise barrier during Phase 1 of DAP approval. City to determine feasibility of noise barriers, and approve design if feasible, as part of DAP approval. If feasible, barriers to be constructed as part of construction for the Phase triggering the need for the barrier.

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
NOISE (cont.)				
control plan that identifies the location, design, and effectiveness of the specific treatments to be implemented. This plan shall be submitted to the City for review and approval prior to the issuance of building permits. The off-site noise improvements shall be completed before Project operations commence.				
NOI-2.1: Restrict Pile Driving. Pile driving occurring 175 feet or less from new residential or commercial buildings shall be conducted prior to those buildings being occupied by future occupants.	City will not approve building permits that include pile driving within 175 feet of occupied residential.	Project Developer/ Project Contractor	City Planning & Inspection Division	Prior to issuance of building permits if driven pile foundations are planned and prior to occupancy of proximate residential or commercial buildings
NOI-5.1: Prepare and Implement a Noise Control Plan to Reduce Interior Noise at Sensitive Land Uses. The Project Developer shall conduct a design-level acoustic study that identifies exterior noise levels for residential and commercial uses on the Project site. This study shall take into account existing airport noise, Project, and reasonably foreseeable future noise sources (such as proposed increases in passenger rail service along the Lafayette Street corridor). Where this study finds that the exterior noise level would exceed the residential compatibility standard of 55 dBA Ldn or the commercial incompatibility standard of 65 dBA Ldn, the Project Developer shall prepare a design-level operational noise control plan to provide acceptable interior noise levels. This plan shall identify all Project features and treatments that will be implemented to ensure that the Project is in compliance with the interior noise standards listed in the City's General Plan and City Code as well as thestandards specified for new construction within the CLUP for SJC. The study and plan shall be developed by an acoustical design professional. Design features and treatments will be identified to ensure that interior noise levels at new proposed uses are in compliance with the noise standards. The report shall be submitted to the City for review and approval prior to the issuance of building permits for the Project. Depending on the noise exposure for a particular site, such treatments may include, but are not limited to, those listed below, as recommended by the acoustical design professional.	Project Developer to provide design-level acoustic study for City review and approval and to incorporate necessary measures into building design when exterior noise levels exceed residential and commercial incompatibility standards.	Project Developer/ Acoustical Design Professional	City Planning & Inspection Division	Prior to issuance of building permits for residential and commercial buildings

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
NOISE (cont.)				
• Construction of enclosures around noise-generating mechanical equipment at commercial uses. • Use of setbacks from noise sources to maximum attenuation of noise over distance. • Installation of noise-reducing treatments in new buildings, including: ○ High-performance, sound-rated double-glazed windows, ○ Sound-rated doors, ○ Sound-rated exterior wall construction, ○ Special acoustical details for vents, ○ Acoustical caulking at all exterior façade penetrations, ○ Sound-rated roof and ceiling constructions, and ○ Adequate mechanical ventilation so that windows and doors may be kept closed at the discretion of the building occupants to control environmental noise intrusion.				
CULTURAL RESOURCES				
CR-1.1: Conduct Extended Phase I (XPI) Archaeological Investigations within the Project Site near Recorded Resources and within an Area of Archaeological Sensitivity. Prior to construction, if it is determined that Project-related ground- disturbing activities may extend into native soil within 100 feet of a previously recorded archaeological site, the Project Developer shall retain the services of a qualified archaeologist to conduct XPI investigations within the Project site. The XPI investigations shall consist of subsurface trench excavations to determine the presence or absence of buried features associated with the known archaeological site. If feasible, at least two trenches shall be placed in recorded location P-43-000025/CA-SCL-5, which is recorded as partially in the Project site, to ensure adequate investigations in this area. If the XPI investigations reveal resources, additional trenches or testing may be necessary. Mitigation Measure CR-1.3, described below, shall be followed.	Project Developer to submit XPI Archaeological Investigation(s) to City.	Project Developer/ Qualified Archaeologist	City Planning & Inspection Division	Prior to issuance of grading permits that would disturb native soils within 100 feet of a previously recorded archaeological site

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
CULTURAL RESOURCES (cont.)				
CR-1.2: Provide Archaeological Monitoring of the Project Site When in Native Soil. Prior to construction, if it is determined that Project-related ground-disturbing activities may extend into native soil, within 100 feet of a previously recorded archaeological site, the Project Developer shall retain the services of a qualified archaeologist to monitor earthmoving activities within the Project site. Monitoring shall consist of coordinating subsurface work to allow for the careful examination of vertical and horizontal soil relationships for the purpose of seeking positive archaeological finds (prehistoric and/or historic). The monitor shall maintain a field log of their presence and observations, carefully noting soil conditions. The archaeological monitor shall be pre-approved by the Director of Planning and Inspection. After written approval, the Planning Division shall be notified at least 48 hours prior to any grading or other subsurface work on the site, and the Project Developer shall provide a written protocol for the City's review and approval that stipulates the manner in which the Project Developer shall comply with the monitoring requirements. In the event that cultural resources are encountered, Mitigation Measure CR-1.3, described below, shall be followed.	City to approve monitor, ensure monitor is in place, and approve monitoring protocol, which shall include requirements of CR-1.3.	Project Developer/ Qualified Archaeologist	City Planning & Inspection Division	Monitoring protocol prior to the issuance of grading and building permits that would disturb native soils within 100 feet of a previously recorded archaeological site; monitoring shall occur during earthmoving activities
CR-1.3: Stop Work if Cultural Resources Are Encountered during Ground-Disturbing Activities. In the event that cultural resources are encountered during ground disturbing activities, all work within proximity of the find shall temporarily halt so that the archaeological monitor can examine the find and document its provenience and nature (drawings, photographs, written description). The archaeological monitor shall then direct the work to either proceed if the find is deemed to be insignificant, or instruct the work to continue elsewhere or cease until adequate mitigation measures are adopted. If the find is determined to be potentially significant, the archaeologist, in consultation with the Planning Division, shall develop a Treatment Plan that could include site avoidance, capping, or data recovery. If data recovery is determined to be appropriate, excavation shall target recovery of an appropriate amount of information from archaeological deposits to determine the potential of the resource to address specific research questions. If it occurs, data recovery shall emphasize the understanding of the archaeological deposit's structure, including features and stratification, horizontal and vertical extent, and content, including the nature and quantity of artifacts.	Archaeological monitor (retained by the Project Developer), as necessary, and in consultation with the City, develop a Treatment Plan. See also CR-1.2.	Project Developer/ Qualified Archaeologist	City Planning & Inspection Division	During construction if cultural resources are encountered

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
CULTURAL RESOURCES (cont.)				
CR-2.1: Paleontological Resource Mitigation Plan. Prior to any deep excavations below an elevation of -30 feet (North American Vertical Datum of 1988 [NAVD] 88) at the Project site on areas not underlain by landfill refuse, the Planning Division shall be notified at least 48 hours prior to the excavation, and a qualified professional paleontologist shall prepare a Paleontological Resource Mitigation Plan (PRMP) in consultation with the Planning Division. The PRMP shall describe the tasks necessary to monitor, assess, and recover (if present) significant paleontological resources during Project excavation activities. The PRMP shall be implemented by the qualified paleontologist during the deep Project excavations below an elevation of -30 feet (NAVD 88).	Project Developer to submit to City PRMP prepared by paleontologist (retained by the Project Developer).	Project Developer/ Qualified Professional Paleontologist	City Planning & Inspection Division	Prior to issuance of grading permits for excavations below an elevation of -30 feet at Parcel 5 and areas of Parcel 4 not underlain by landfill.
CR-2.2: Paleontological Resource Monitoring. In accordance with the PRMP, a qualified paleontologist shall monitor for fossils in Pleistocene deposits during Project excavations below an elevation of -30 feet (NAVD 88) on areas not underlain by landfill refuse or below other elevations confirmed in the field by the qualified paleontologist. The qualified paleontologist shall be present initially for 100 percent of the excavation activities within the Pleistocene deposits. After 50 percent of the excavation is completed within the rock unit and if no fossils of any kind have been discovered, then the level of monitoring can be reduced or suspended entirely at the Project paleontologist's discretion. If the paleontologist discovers potential paleontological resources, all ground disturbance within 50 feet of the find shall stop immediately until the qualified professional paleontologist can assess the nature and importance of the find and recommend appropriate salvage, treatment, and future monitoring and mitigation actions.	Project Developer to provide to City contract with paleontologist for implementing PRMP, which shall include requirements of CR-2.3.	Project Developer/ Qualified Professional Paleontologist	City Planning & Inspection Division	Prior to issuance of grading permits for excavation below an elevation of -30 feet at Parcel 5 And areas of Parcel 4 not underlain by landfill
CR-2.3: Paleontological Resource Reporting. If significant paleontological resources are identified, the Project qualified paleontologist shall prepare a report summarizing the field and laboratory methods, site geology and stratigraphy, faunal/floral list(s), and a brief statement of the significance and relationship of the fossils discovered to similar fossils found elsewhere. The final report should emphasize the discovery of any new or rare taxa, or paleoecological or taphonomic significance. A complete set of field notes, geologic maps, stratigraphic sections, and a list of identified specimens must be included in or accompany the final report. This report should be finalized only after all aspects of the PRMP are completed, including preparation, identification, cataloging, and curatorial inventory. Full copies of the final report shall be deposited with both the Lead Agency and the repository institution with the request that all locality data remain confidential and not made available to the general public.	Paleontologist to prepare final report for submission to City. See also CR-2.2.	Project Developer/ Qualified Professional Paleontologist	City Planning & Inspection Division	After a significant paleontological resource is identified during construction

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
CULTURAL RESOURCES (cont.)				
CR-3.1: Stop work if human remains are encountered during ground-disturbing activities. When human remains are discovered (in either an archaeological or construction context), all work within proximity of the remains shall stop so that the archaeological monitor can examine the remains. The County Coroner shall be notified, who shall make a determination as to whether the remains are of Native American origin. If the remains are determined to be Native American, the Coroner shall notify the Native American Heritage Commission (NAHC) immediately. The NAHC shall notify those persons it believes are most likely descended from the deceased Native American. Once the 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 State CEQA Guidelines.	Project Developer to submit to City applicable provisions of construction contracts including applicable requirements.	Project Developer/ Project Contractor	County Coroner/ NAHC	Prior to issuance of grading and building permits
BIOLOGICAL RESOURCES				
BIO-1.1: Protect Nesting Birds. The Project Developer and its contractors shall avoid conducting vegetation removal during the migratory bird nesting season (February 1–August 31). If Project-related activities must commence during the migratory bird nesting season, the Project Developer shall retain a qualified wildlife biologist to conduct a survey for nests of migratory birds. Surveys for nesting migratory birds shall occur within 3 days prior to the commencement of ground disturbance and vegetation removal in areas that will be affected by Project construction activities. Multiple nest surveys shall be required if construction is phased or when construction work stops for more than 2 weeks at a portion of the site where suitable nesting habitat remains. If construction is ongoing for multiple years, these surveys shall be conducted each year prior to construction in areas that have not yet been disturbed and are scheduled to be disturbed during the nesting season. In addition to nesting-season surveys, surveys shall be conducted during the non-nesting season (September 1–January 31) for overwintering burrowing owls in areas scheduled for initial disturbance during the upcoming season. The surveys shall also be conducted as described above, with a goal of identifying overwintering owls so they can be appropriately avoided during construction. If an active nest is discovered, a no-disturbance buffer zone around the nest tree or shrub (or, for ground-nesting species, the nest itself) shall be established. The no-disturbance zone shall be marked with flagging or fencing that is easily identified by the construction crew and shall not affect the nesting bird or attract predators to the nest location. In general, the minimum buffer zone widths shall be as	Project Developer to provide to City applicable provisions of construction contracts including pertinent requirements. If construction will occurs in the nesting season, Project Developer to submit to City agreement with qualified wildlife biologist requiring surveys and protective measures under BIO-1.1 and requirement that wildlife biologist report to City if conditions triggering BIO-2.2 exist.	Project Developer/ Project Contractor/ Qualified wildlife biologist	City Planning & Inspection Division	Prior to the issuance of grading and building permits for construction contracts; prior to commence-ment of grading for biologist agreements; and prior to ground disturbance for surveys

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
BIOLOGICAL RESOURCES (cont.)				
follows: 50 feet (radius) for non-raptor ground-nesting species, 50 feet (radius) for non-raptor shrub- and tree-nesting species, and 300 feet (radius) for raptor species. Buffer widths may be modified based on discussion with DFW. Buffers shall remain in place as long as the nest is active or young remain in the area and are dependent on the nest. If a burrowing owl nest is identified during pre-construction surveys, no-activity buffers will adhere to the recommendations in the 2012 California Department of Fish and Game Staff Report on Burrowing Owl Mitigation.[7] Most Project activities would result in a high level of disturbance, constituting a 1,640-foot (500-meter) required buffer around occupied nests during any time of year.[8]				
BIO-1.2: Implement Bird-Safe Design Standards into Project Buildings and Lighting Design. Each Development Area Plan (DAP) approved by the City shall include a set of specific standards for minimizing hazards to birds, to be implemented by the Project Developer. The development of the specific bird safety standards for each Development Area Plan shall be tailored to the specific potential hazards to birds in that development area, taking into account the specific locations, types and heights of buildings, lighting, and landscaping. In addition, the DAP shall require enhanced protective measures for buildings within 300 feet of the retention pond, the Guadalupe River, and San Tomas Aquino Creek, such as siting buildings in relation to existing landscape features to reduce conflicts with existing features that may serve as attractive bird habitat; minimizing the reflection of existing vegetation on building facades; or using soil berms, furniture, landscaping, or architectural features to prevent reflection of water in glazed building facades. The specific bird safety standards in each DAP shall be based on the following bird-friendly building principles, to the extent applicable to the particular development area: • Reduce mirrors and large areas of reflective glass. • Avoid transparent glass skyways, walkways, or entryways, free-standing glass walls, and minimize transparent building corners, or utilize glazing treatments to mitigate the hazard. • Minimize funneling of open space toward a building façade.	City review and approve each Development Area Plan to ensure adequate measures are included.	Project Developer	City Planning & Inspection Division	Approval of each Development Area Plan

[7] California Department of Fish and Game. 2012. Staff Report on Burrowing Owl Mitigation. State of California Natural Resources Agency. March 7. Available: http://www.dfg.ca.gov/wildlife/nongame/survey_monitor.html#Mammals.
[8] Scobie, D., and C. Faminow. 2000. Development of Standardized Guidelines for Petroleum Industry Activities that Affect COSEWIC Prairie and Northern Region Vertebrate Species at Risk. Environment Canada, Prairie and Northern Region, Edmonton, Alberta, Canada.

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
BIOLOGICAL RESOURCES (cont.)				
• Strategically place landscaping to reduce reflection and views of foliage inside or through glass. • Reduce potential light and glare by implementing Mitigation Measures AES-2.1 (requiring low-profile, low-intensity lighting directed downward), AES-2.2 (requiring shielded fixtures for outdoor lighting), and AES-2.3 (requiring low-emissivity reflective coating on exterior glass surfaces). • To the extent consistent with the normal and expected operations of the uses planned for the particular development area, take appropriate measures to avoid use of unnecessary lighting at night, especially during bird migration season (February-May and August-November) through the installation of motion sensor lighting, automatic lighting shut-off mechanisms, or other effective measures to the extent feasible. The specific bird safety standards shall also provide for a monitoring program, and placing signs around the buildings with phone numbers for authorized bird conservation organizations.				
BIO-2.1: Detection of Burrowing Owls. The Project Developer shall allow access to the Project site or off-site areas for biologists who participate in the annual burrowing owl nest survey coordinated by the Santa Clara Valley HCP/NCCP. Burrowing owl surveys are conducted between March and August of each year. As many as four surveys may be conducted each year, in accordance with the Staff Report on Burrowing Owl Mitigation[9] to determine whether burrowing owls are nesting and whether nests are successful. Access to the site for burrowing owl surveys shall be granted until the Project site or off-site area is completely built out. The Project Developer shall not, however, be required to postpone planned development activities to provide such access, except to the extent such postponement is necessary to meet regulatory requirements.	The ground lessee shall allow such access until certificate of completion for the phase.	Project Developer/City	City Planning & Inspection Division	Concurrent with execution of each phase ground lease

[9] CDFW 2012. Staff Report on Burrowing Owl Mitigation. State of California Natural Resources Agency.

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
BIOLOGICAL RESOURCES (cont.)				
BIO-2.2: Mitigation for Loss of Burrowing Owl Habitat during Construction. Should burrowing owls begin nesting on developable portions of the Project site or off-site areas that remain undeveloped as phases of the Project are constructed, or suitable habitat within 600 meters of an active nest is removed from the Project site, then lost burrowing owl habitat shall be replaced at a ratio of at least 1:1 prior to ground-disturbing activities in the area of the Project site or off-site area with an active nest. Affected habitat shall be defined as suitable habitat (based on the habitat mapping completed for this EIR) within a 600 meter radius of an active burrowing owl nest. Suitable land cover types include annual grassland, ruderal, or barren areas. Mitigation sites shall have documented nesting occurrences from at least 1 year within the previous 3 years. If burrowing owls move onto undeveloped portions of the Project Site or off-site area, including the Retention Basin, once the site is fully constructed, there shall be no requirement to provide replacement habitat, unless that undeveloped habitat is developed in the future.	If required, Project Developer to submit certification to the City that habitat has been replaced at the specified ratio. City to review and approve certification.	Project Developer	City Planning & Inspection Division	Prior to ground-disturbing activities until the Project site or off-site areas are completely built-out in the event that wildlife biologist detects circumstance triggering BIO- 2.2
BIO-3.1: Protect Western Pond Turtles. Prior to the start of construction activities in or within 50 feet of aquatic habitats, the Project Developer shall retain a qualified biologist to conduct preconstruction surveys for western pond turtles in all suitable habitats (aquatic and upland) in the vicinity of the work site. Surveys shall take place no more than 72 hours prior to the onset of site preparation and construction activities with the potential to disturb turtles or their habitat. If preconstruction surveys identify active nests on the Project site, the biologist shall establish no- disturbance buffer zones around each nest using temporary orange construction fencing. The demarcation shall be permeable to allow young turtles to move away from the nest following hatching. The radius of the buffer zone and the duration of exclusion shall be determined in consultation with DFW. The buffer zones and fencing shall remain in place until the young have left the nest, as determined by the qualified biologist. If western pond turtles are found on the Project site, the Project Developer shall still retain a qualified biologist to monitor construction activities in the vicinity of suitable habitat and implement appropriate measures to protect the western pond turtle. Such measures may include removal and relocation of western pond turtles in proposed construction areas to suitable habitats outside the Project limits, consistent with DFW protocols and permits. Relocation sites shall be subject to DFW approval.	Project Developer to submit to City agreement with qualified biologist and applicable provisions of construction contracts, including requirement that biologist submit to City certification that preconstruction surveys have been conducted and protective measures taken.	Project Developer/ Qualified Biologist	City Planning & Inspection Division	Prior to the issuance of grading or building permits for biologist and construction agreements; and 72 hours prior to site construction activities in or within 50 feet of aquatic habitats

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
BIOLOGICAL RESOURCES (cont.)				
BIO-4.1: Protect Central California Coast Steelhead, Critical Habitat, and Chinook Salmon. Construction, operations, and maintenance on the riverbank, as well as areas within 200 feet of the Guadalupe River, that could result in disturbed sediment depositing within the banks of the channel shall be limited to the summer low-precipitation period (June 1 to October 15), unless otherwise approved by appropriate resource agencies. Limiting riverbank disturbance during these months would reduce the likelihood of adverse effects on adult and juvenile salmonid migration.	Not Applicable Project Developer to provide to City applicable provisions of construction contract ensuring work on the riverbank as well as within 200 feet of the Guadalupe River that could result in disturbed sediment depositing within the banks of the channel is limited to summer low precipitation periods.	Project Developer/ Project Contractor	City Planning & Inspection Division	Prior to issuance of grading and building permits
BIO-5.1: Protect Retention Pond and Eastside Retention Drainage Swale, and San Tomas Aquino Creek and the Guadalupe River Aquatic Habitat during Construction. For construction activities within 50 feet of the aquatic habitat associated with the retention pond and drainage swale, San Tomas Aquino Creek, and Guadalupe River, protective measures shall be put in place to ensure that impacts on those aquatic features shall be avoided and minimized. The following measures shall be deployed during construction: • A qualified biologist shall determine the locations where orange construction barrier fencing shall be installed around aquatic resources (USACE and the Regional Water Board jurisdictional wetlands/waters and DFW jurisdictional lakes and streams) that are to be avoided prior to initiation of construction activities. • Designate the protected area an Environmentally SensitiveArea and clearly identify the area in the construction specifications. • Maintain jurisdictional wetlands/water protection fencing throughout the grading and construction period. • Prohibit grading, construction activity, traffic, equipment, or materials in fenced wetland areas.	Project Developer to provide to City applicable provisions of construction contract and agreement with qualified biologist that include the specified protective measures.	Project Developer/ Qualified Biologist	City Planning & Inspection Division	Prior to issuance of grading and building permits for construction activities within 50 feet of the pertinent aquatic habitat

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
BIOLOGICAL RESOURCES (cont.)				
BIO-5.2: Compensate for Loss of Waters of the U.S. and State (including Wetlands). If impacts to jurisdictional waters of the U.S. or State cannot be avoided, the Project Developer shall obtain permits or approvals to develop from the USACE, the Regional Water Board, and DFW, as appropriate and required. Both the Guadalupe River and San Tomas Aquino Creek are subject to both State and federal jurisdiction because of their connection to the Bay. To ensure that the Project results in no net loss of wetland habitat functions and values, the Project Developer shall compensate for the loss of jurisdictional wetlands/waters through one of the following options. • Purchase of agency-approved mitigation credits from a suitably located mitigation bank prior to construction (ground disturbance that impacts wetlands/waters); • On-site wetland/waters restoration (re-establishment or rehabilitation) establishment (creation) prior to or concurrent with construction impacts; • Off-site wetland/waters restoration (re-establishment or rehabilitation)/establishment (creation) prior to or concurrent with construction; or • A combination of two or more of the above. The amount of agency approved mitigation credits required from a suitably located mitigation bank and/or size and location(s) of the area(s) to be restored (re-established)/established (created) shall be based on appropriate mitigation ratios, as derived in consultation with DFW, USACE, and the Regional Water Board. The Project Developer shall prepare and implement a mitigation and management plan (MMP) as part of the permitting process in conformance with the USEPA/USACE 2008 Mitigation Rule. The mitigation ratios shown in the initial draft MMP submitted to the permitting agencies during Project permitting shall be a minimum of 2:1, as determined through the CEQA process. The MMP, if other than sole purchase of mitigation bank credits, shall include the requirements listed below: • Mitigation implementation plan; • Performance (success) standards or criteria to be met in order to determine that the mitigation has successfully replaced the impacted wetlands/waters in terms of "no net loss" of the impacted functions and values; • 5-year monitoring plan for determining that performance criteria have been successfully met through the collection of wetlands/waters vegetation survival and cover field data; hydrology flooding, ponding, and/or soil saturation field data; and habitat area data;	Project Developer to provide to City wetland delineation, copies of permits obtained as and if required from USACE, the Regional Water Board and DFW, and the MMP, all satisfying the requirements of BIO-5.2 Project Developer to provide to City annual monitoring reports.	Project Developer/ Qualified Wetland Biologist	DFW, USACE, Regional Water Board, City Planning & Inspection Division	Prepare wetland delineation prior to first grading or building permit for the Project. Obtain requisite agency permits and prepare MMP prior to issuance of grading or building permits for construction activities that will impact jurisdictional wetlands. Monitor plan for a minimum of 5 years.

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
BIOLOGICAL RESOURCES (cont.)				
• Adaptive management plan to be implemented if mitigation performance is found through annual monitoring not to be progressing towards success within the 5-year monitoring period; • Conservation plan to ensure in-perpetuity land use protection of the mitigation site; • Long-term (in-perpetuity) conservation management plan; and • Funding plan for mitigation implementation, 5-year mitigation performance monitoring and maintenance, and an endowment (non-wasting fund) for long-term conservation management. The final MMP shall be determined in consultation with DFW, USACE, and the Regional Water Board. The mitigation plan shall include measure to avoid and minimize the effects of construction on surrounding native habitats. The required performance standard is no net loss of wetland and waters habitat function and values. Monitoring shall occur for a minimum of 5 years, at which time, if the success criteria are met, wetland compensation shall be deemed complete.				
BIO-C.1: Make a Fair-Share Nitrogen Deposition Fee Contribution to the Santa Clara Habitat Agency's Voluntary Fee Payment Program. Consistent with its voluntary commitment to contribute a nitrogen deposition fee through the fee program of the Santa Clara Habitat Agency, the Project Developer shall make a pro-rated per-vehicle-trip nitrogen deposition fee contribution, which will be based on the amount charged by the Santa Clara Valley Habitat Agency under its Voluntary Fee Payments Policy (http://scv-habitatagency.org/DocumentCenter/View/345). Specifically, the per-vehicle trip fee shall be adjusted as set forth below to take into account the different dispersion characteristics of the Project vs. the average dispersion characteristics for development in the HCP/NCCP area. The Project is located farther from serpentine grassland habitat than average development within the Santa Clara Valley HCP/NCCP area. Thus, the required fair-share contribution shall be figured as 38 percent (based on the ICF analysis) of the established fee of the habitat agency for the year in which the building permits are issued for the Project. The fee may be paid up front or in installments in proportion to mitigated vehicle trip generation for the phase of the Project for which the building permits are issued. For fiscal year 2015–2016, the adopted HCP/NCCP nitrogen deposition fee was $4.20 per new vehicle trip. Using Scheme B's estimated trip generation (140,730 trips/day), taking into account the trip reduction effect of Mitigation Measure TRA-1.1 (reduction to 137,910 trips/day), and the 38 percent adjustment factor, if all fees were paid in 2015, the estimated total would be $220,104.	Project Developer to provide to City proof of payment.	Project Developer	City Community Development Department	Prior to issuance of building permits: to be paid up front or in installments in proportion to mitigated vehicle trip generation for the phase of Project for which the building permits are issued.

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
GEOLOGY AND SOILS				
GEO-1.1: Detailed Grading and Erosion Control Plan. A detailed grading and erosion control plan shall be prepared and submitted to the City Building Department. The plan shall cover all Project parcels (not just the landfill portions) and off-site areas and include all information required to demonstrate that earthwork activities will be in compliance with CCR 21190 et seq. and incorporate by reference the Project's Storm Water Pollution Prevention Plan, as required by the Construction General Permit.	Project Developer to provide detailed grading and erosion control plan for review and approval by City.	Project Developer	City Planning and Inspection Division	Prior to the issuance of demolition and grading, permits
GEO-2.1: Design-Level Geotechnical Investigation. Prior to the issuance of demolition, grading, or construction permits at the Project site, a design-level geotechnical investigation shall be conducted by a qualified professional (the qualified professional shall be retained by the Project Developer). The investigation shall include further field exploration (e.g., borings, cone penetration tests, test pits and/or geophysical surveys) to develop design-level recommendations to address erosion and other geotechnical concerns for the Project. The design-level geotechnical investigation shall include: • Evaluation of anticipated settlement. Additional soil borings shall be installed to determine the depth to the refuse layer for aid in preparing grading plans. Additional samples shall be analyzed to determine potential settlement and determine the likely final post-settlement surface elevation. The potential magnitude of differential settlements between improvements supported by a combination of structural slab and deep foundations and those that are supported by other foundation systems shall be fully analyzed and detailed in the design-level geotechnical report. • Evaluation of liquefaction potential. Additional borings shall be drilled at the Project site and off-site areas to fully characterize the liquefaction hazard • associated with the Project. • Evaluation of slope instability. A detailed slope stability analysis for all existing • slopes that would remain under the Project, including the perimeter landfill slopes, and all proposed new slopes shall be prepared. • Evaluation of expansive soils. Additional borings shall be drilled at the Project site • and off-site areas to fully characterize the expansive soil hazard associated with the Project. • Evaluation of corrosive soils. Project site and off-site soils and, in those areas where foundation components would come into contact with landfill materials, refuse shall be evaluated for corrosion potential.	Project Developer to provide design-level geotechnical investigation for review and approval by City. City and Developer to submit such investigation to regulatory agencies per GEO-2.6 with respect to areas underlain by landfill and secure approval as required. Project Developer to incorporate resulting measures into project plans.	Project Developer/ City	City Community Development Department	Prior to the issuance of demolition, grading, and building permits

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
GEOLOGY AND SOILS (cont.)				
The design-level geotechnical investigation work plan shall be submitted for review and approval in accordance with Mitigation Measure GEO-2.6.				
GEO-2.2: Final Geotechnical Report Review. A final geotechnical report shall be prepared by a qualified professional based on the findings of the design-level geotechnical investigation (the qualified professional shall be retained by the Project Developer). The final report shall be submitted for review and approval in accordance with Mitigation Measure GEO-2.6. The final geotechnical report shall include: Measures to address anticipated settlement: • Specifications of methods to address differential settlement between improvements supported by a combination of structural slab foundations and those that are supported by other deep foundation systems or unsupported areas. • Exterior slabs and ramps attached to buildings shall be hinged to allow the end of the slab or ramp not attached to the building to move downward as settlement occurs. The design shall not allow building entrance slabs to exceed a 5 percent grade, in compliance with ADA access requirements, and vehicular entrances shall not be allowed to exceed an 11 percent grade to prevent vehicles from scraping during entry or exit. • Settlement vaults and flexible connections shall be required at locations where utilities transfer from a pile-supported building to a non-supported area for all phases of construction. • Roadway and other paving at the Project site not located above an area-wide structural slab shall be constructed with flexible materials, such as asphalt or interlocking pavers. The use of concrete and other non-flexible materials shall be minimized. Where non-flexible material is used, expansion and spacing joints that allow rigid materials to shift without breaking shall be used to allow for anticipated settlement. Measures to address liquefaction: • In those areas not supported by the structural slab foundation (which would effectively mitigate the liquefaction hazard), other measures shall be developed to mitigate the hazard, such as shallow footings constructed over ground improvement. Foundations for structures shall be designed to completely mitigate settlement hazards associated with liquefaction (i.e., no liquefaction-induced settlement damage shall be accepted for the final design).	Project Developer to provide final geotechnical report for review and approval by City. City and Developer to submit such report to regulatory agencies per GEO-2.6 and secure approval as required. Project Developer to incorporate resulting measures into project plans.	Project Developer/City	City Community Development Department	Prior to the issuance of grading and building permits

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
GEOLOGY AND SOILS (cont.)				
Measures to address slope instability: • Measures (e.g., reducing slope steepness, providing structural support, or ground improvement) to ensure that an appropriate factor of safety (both static and seismic) is achieved for each slope. Measures to address expansive soils: • In those areas not supported by the structural slab foundation (which would effectively mitigate the hazard), other measures shall be developed to mitigate the hazard, such as removal of the problematic soils, treatment of the soils, or specification of appropriate foundation design. If any soils characterized as highly or moderately expansive (linear extensibility of 3.0 percent or more) are to remain at the surface or be used as fill in the upper 5.0 feet, these soils shall be treated (using calcium-based treatment or similar approach) such that the soils are reduced to a low expansion potential (linear extensibility of less than 3.0 percent). Measures to address corrosive soils: • A corrosion consultant shall be retained to provide specific recommendations regarding the long-term corrosion protection of pile elements and other subsurface materials. The recommendations of the corrosion consultant, which may include use of specific corrosion-resistant materials and/or treatment of corrosive soils, shall be implemented during construction.				
GEO-2.3: Construction Quality Assurance Plan. A Construction Quality Assurance (CQA) Plan that covers both the Project site and off-site areas shall be prepared by the Project Developer for review and approval by the Director of Public Works. The CQA Plan shall establish procedures for testing final cover materials, detail the responsibilities of construction monitoring personnel, and provide procedures for addressing unexpected geologic conditions during grading activities.	Project Developer to provide a CQA Plan that covers both the Project site and off-site areas for review and approval by City. City and Developer to submit CQA to regulatory agencies per GEO-2.6 with respect to areas underlain by landfill and secure approval as required.	Project Developer	Director of Public Works	Prior to the issuance of grading, and building construction permits

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
GEOLOGY AND SOILS (cont.)				
GEO-2.3 (cont.)	Project Developer to submit to City applicable provisions of construction contracts incorporating requirements of CQA.			
GEO-2.4: Final Project Design Review. Final Project design plans that cover both Project site and off-site areas shall be prepared by the Project Developer and submitted for review and approval in accordance with Mitigation Measure GEO-2.6. Project site structures shall be designed to accommodate predicted ground settlement, as determined in the design-level geotechnical investigation for the Project improvements (see Mitigation Measure GEO-1.1). For the portion of the Project overlying the Landfill, the Post-Closure Land Use Plan shall demonstrate that Project design will be protective of public health and safety and the environment, as required by 27 CCR 21190. Because of the potential for encountering buried obstructions, contingencies for relocating Auger Cast-in Place Piles and Drilled Displacement Columns during construction shall be included in the foundation design. The Project design plans shall be subject to review and approval by the City Building Department prior to initiation of field activities.	Project Developer to provide final Project design plans meeting criteria of GEO-2.4 for review and approval by City. City and Developer to submit such Project design plans to regulatory agencies per GEO-2.6 with respect to areas underlain by landfill and secure approvals as required.	Project Developer/City	City Community Development Division	Prior to issuance of grading and building permits
GEO-2.5: Site Operation, Monitoring, and Maintenance Plan. A Site Operation, Monitoring, and Maintenance Plan that covers both the Project site and off-site areas shall be prepared by the Project Developer and submitted for review and approval in accordance with Mitigation Measure GEO-2.6. The Site Operation, Monitoring, and Maintenance Plan shall establish procedures for inspecting structures and improvements as well as evaluating the effects of settlement. It will also establish a mechanism for funding and implementing the Plan's activities throughout the life of the Project. Inspections that focus on documenting settlement, particularly at locations where different support systems meet, shall take place at least quarterly during the first 2 years following the completion of each phase of Project construction. Documentation of each inspection shall be submitted to for review and approval in accordance with Mitigation Measure GEO-2.6 within 30 days of inspection completion. After 2 years, the frequency of inspections may be adjusted with written consent from each agency that approved the Site Operation, Monitoring, and Maintenance Plan Site Operation, Monitoring, and Maintenance Plan. The Site Operation, Monitoring, and Maintenance Plan shall detail the qualifications and	Project Developer to provide Site Operation, Monitoring, and Maintenance Plan for review and approval by City. City and Developer to submit Site Operation, Monitoring, and Maintenance Plan to regulatory agencies per GEO-2.6 for areas underlain by landfill and secure approvals as required. Project Developer to submit inspections to City for	Project Developer/City	City Planning & Inspection Division	Plan approval prior to issuance of grading and building permits. Inspections at least quarterly during the first 2 years following the completion of each phase of construction. Documentation of each inspection shall be submitted within 30 days of inspection.

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
GEOLOGY AND SOILS (cont.)				
responsibilities of monitoring personnel, including immediate notification of the City Building Department of any settlement that could affect the structural integrity of a building and/or structure or settlement that could create a hazard for the public (e.g., separations that create trip hazards for pedestrians). If the types of settlements are observed that could compromise structural integrity or cause hazards for the public, based on the judgment of the qualified inspector, remedial action shall be promptly completed. The Plan shall designate financial responsibility for remedial actions should the effects of settlement be identified and provide timetables for any required remedial action. All remedial action shall be overseen by the qualified geotechnical consultant designated by the Plan and approved by each agency that approved the Site Operation, Monitoring, and Maintenance Plan. Quarterly reports detailing inspection and remedial activities shall be submitted to each agency that approved the Site Operation, Monitoring, and Maintenance Plan following each inspection for review and approval.	review and approval, and to regulatory agencies as specified in GEO02.6 for areas underlain by landfill, within 30 days or inspections.			
GEO-2.6: Review and Approval by Relevant Regulatory Agencies. To the extent reports and plans required by Mitigation Measures GEO-2.1, -2.2, -2.3, -2.4 or -2.5 address the portion of the Project site overlying the Landfill, they shall be submitted jointly by the City (as owner and operator of the landfill) and the Project Developer for review and approval to the following: (i) the Local Enforcement Agency as principal landfill regulator; (ii) the Regional Water Board for approval of the issues related to the low permeability layer of the final landfill cover pursuant to 27 CCR 21990 (d) and pilings installed in or through the bottom liner of the landfill liner pursuant to 27 CCR 21990 (e)(6), and for review but not approval of other aspects of the plans and reports; (iii) to Cal Recycle for review, but not approval; and (iv) any other agency which is specifically required by applicable law to approve a particular report, plan or component thereof. To the extent reports and plans required by this mitigation measure relate to other portions of the site not overlying the Landfill, they shall be submitted by the Developer to the City, and to any agency which is specifically required by applicable law to approve a particular report, plan or component thereof, for review and approval.	Partially Applicable Refer to GEO-2.1 through GEO-2.5	Refer to GEO-2.1 through GEO-2.5	Refer to GEO-2.1 through GEO-2.5	Refer to GEO-2.1 through GEO-2.5

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
HYDROLOGY AND WATER QUALITY				
WQ-1.1: Design and Implement Stormwater Control Measures. In compliance with Provision C.3 of the San Francisco Bay MS4 Permit and the Santa Clara Valley Water District's 100-year peak flood requirements, post-construction stormwater controls shall be implemented to reduce total runoff rates and associated pollutant discharges. According to the Santa Clara Valley Urban Runoff Pollution Prevention Program's C.3. Stormwater Handbook, the three methods for hydraulically sizing flow-based stormwater treatment control measures are (1) volume-based, (2) flow-based, or (3) a combination of volume-/flow-based hydraulic sizing criteria. The simplified method for sizing bioretention areas and flow-through planters, known as the "4 percent method," is based on a runoff inflow of 0.2 inch per hour, with an infiltration rate through biotreatment soil of 5 inches per hour. The 4 percent method requires the treatment measure to be 4 percent of the impervious area that drains to it. The design of the stormwater treatment measures is currently at the conceptual level and further details will be addressed as part of the planning, construction, and operation of the development. The treatment measures shall be designed to remove pollutants from stormwater using filtration, infiltration, and sedimentation. Because infiltration is not feasible due to the landfill, the treatment measures must be built into the structure of the development above the landfill itself. The stormwater treatment measures that provide infiltration shall be lined with an impermeable liner on the bottom and sides. Just above the liner there must be a layer of clean gravel and a network of perforated piping (underdrains). These underdrains must connect to solid drain piping at the exit of the treatment area and ultimately be connected to the storm drainage infrastructure. All of these components shall exist above the podium structure. The impermeable liner would prevent any leaks or ruptures into the landfill and structures. There shall also be perforated underdrain piping connected to solid piping at the exit of the treatment measure/planter solid piping that will connect to the storm drain infrastructure at manholes where leak monitoring can be performed. More information on the potential hazards of a leak or rupture of the stormwater treatment measures causing flooding of the landfill gas venting lines is provided in Section 3.11, *Hazards and Hazardous Materials*. The following stormwater treatment (or Low Impact Development [LID]) measures are examples that will be considered and carefully selected as part of the final design process for the different sections of the proposed development:	Project Developer to provide to City Stormwater Management Report.	Project Developer	Department of Public Works	Prior to issuance of building permits

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
HYDROLOGY AND WATER QUALITY (cont.)				
• Bioretention Areas (impermeable liner with underdrain—no infiltration into landfill) • Flow-through Planters • Tree Well and Media Filters • Infiltration Trenches (impermeable liner with underdrain—no infiltration into landfill) • Rainwater Harvesting and Reuse • Green Roofs • Green Streets (with bioretention, impermeable liner, and underdrain) • Pervious Pavements (impermeable liner with underdrain—no infiltration into landfill) As noted above, a minimum of 4 percent of the site area shall be used for the stormwater treatment measures. As part of final design, these treatment measures for the Project site shall be incorporated into the aesthetics of the landscape. Some attenuation of the peak flows can be recognized, depending on the measures selected. The measures shall include an overflow to safely convey the more intense, less frequent rainfall events. The stormwater treatment measures shall capture sufficient flows so that 100-year peak flood elevations or existing design flows within San Tomas Aquino Creek and the Guadalupe River will not increase as part of the Project. The exact reduction in 100- year peak runoff volumes and flows that the stormwater management measures will need to accommodate will be determined during the design process for the stormwater management measures and will be provided in the detailed Project Stormwater Management Plan. Due to construction phasing, construction of interim treatment measures may be required once the 40-acre concrete pad has been constructed and before the surface of the pad is developed with new structures with their own associated post-construction stormwater treatment features. These interim measures will be reported to the San Francisco Bay Water Board. The stormwater management measures for each parcel shall be modeled during final design for buildings, parking garages, site landscaping, etc. Dynamic hydraulic modeling shall be used. Dynamic hydraulic modeling tracks the quantity and quality of runoff generated within each subcatchment as well as the flow rate, flow depth, and quality of water in each pipe and channel during a simulation period with multiple time steps. The results of the modeling shall be used to compare the proposed "permanent" stormwater peak flows and volumes for the Project with the existing peak flows and show compliance				

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
HYDROLOGY AND WATER QUALITY (cont.)				
with the jurisdictional regulations. The dynamic hydraulic modeling shall consider the potential runoff volumes and rates coming from the top of the landfill. The resulting design of stormwater management measures shall be required to be sufficient to protect water quality and habitat resources along receiving waterways. A Stormwater Management Report, including detailed hydrologic and hydraulic calculations, analysis, and conclusions, shall be prepared to document the final design of the stormwater management and storm drain system and obtain the requisite approvals.				
WQ-3.1: Design New Bridge and Outfall Structures to Avoid Increase in 100-year Flow and Channel Erosion. In compliance with the Santa Clara Valley Water District's (SCVWD's) 100-year peak flood requirements, any new bridge and new outfalls in San Tomas Aquino Creek shall be designed to avoid increases in the 100-year flow and to avoid creek bed/channel erosion. The design shall also consider erosive action or redirection of flow during more frequent flood events in compliance with the City of Santa Clara's storm drainage design criteria[10] and consistent with SCVWD's guidance.[11] The outfalls will be set at elevations high enough to ensure the location of outfalls are above sediment levels within the bottom of the creek.[12] The design shall be provided to the City of Santa Clara and the SCVWD for review and approval for the Project. Construction would be done in phases. For example, the new bridge over the San Tomas Creek would not be needed until Phase 2 and outfalls to the eastside drainage ditch would not be needed until later phases. The design review approval of outfalls shall occur prior to the issuance of the building permit for the development that triggers the need for the outfall or associated construction activity, and on a schedule similar to the phases of construction.	Not Applicable Project Developer to provide design for any new bridge or outfalls in San Tomas Aquino Creek or the eastside drainage channel for review and approval by City and submit to City evidence of approval from SCVWD.	Project Developer	Department of Public Works	Prior to the issuance of the building permit for the development that triggers the need for the outfall or associated construction activity

[10] City of Santa Clara. 2015. Design Criteria for Improvements in Public Right-of-Ways and City Easements. Public Works Department. April. Available: http://santaclaraca.gov/home/showdocument?id=14345. Accessed: 12/29/15.
[11] Santa Clara Valley Water District. 2006. *User Manual: Guidelines & Standards for Land Use Near Streams*. A Manual of Tools, Standards, and Procedures to Protect Streams and Streamside Resources in Santa Clara County. Prepared by the Santa Clara Valley Water Resources Protection Collaborative. Originally adopted in August 2005. Revised: July 2006.
[12] Outfalls and work within the SCVWD right-of-way are subject to approval and issuance of permits by the SCVWD.

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
HYDROLOGY AND WATER QUALITY (cont.)				
WQ-3.2: Vegetation Removal from the Retention Basin Drainage Swale. In accordance with the Retention Basin Drainage Swale Vegetation Clearing Project, and prior to the placement of new impervious surfaces on Parcels 1 or 2, overgrown tule and cattails shall be removed from the entire length of the drainage swale to restore the swale's flood protection capacity and protect residents and businesses. Vegetation in the drainage swale shall be mowed by hand using rotary mowers, and tule and cattails shall be cut down to 3 to 4 inches above the ground surface. The clippings shall be loaded by hand and hauled from the drainage swale to the Retention Basin where the vegetation will dry out. Once dry, the vegetation shall be transported to the Newby Island Landfill. It is estimated that initial removal of overgrown vegetation will generate approximately 300 cubic yards of debris. Prior to performance of this work, all necessary permits shall be obtained from environmental regulatory agencies for this vegetation removal, including any required compensation for loss of wetland/riparian vegetation.	Not Applicable City and Project Developer to execute an agreement to reimburse City for the one-time costs of removing vegetation from the swale (including compliance with any permit conditions requiring onsite actions to do so) as needed to restore flood protection capacity suitable to support the Project. City to be responsible for obtaining any necessary permits and for any maintenance of the swale thereafter.	Project Developer	Department of Public Works	Agreement executed prior to issuance of grading and building permits on Parcels 1 or 2. Vegetation removal complete prior to issuance of a certificate of occupancy for the first building on Parcels 1 or 2.
HAZARDS AND HAZARDOUS MATERIALS				
HAZ-2.1: Finalize Waste Management Plan for Construction. Prior to Project construction, a final Waste Management Plan shall be prepared and implemented. This plan shall be submitted to the LEA, CalRecycle, Regional Water Board, and BAAQMD for review and approval. Specifically, the final Waste Management Plan shall contain, at a minimum, the following requirements, which are included in the draft Waste Management Plan: • Waste excavation shall be performed in accordance with a Health and Safety Plan (HASP) designed to minimize impacts from dust, odor, and other nuisances, and assure waste is handled in a safe and environmentally responsible manner. • During waste excavation and relocation, the worksite shall be monitored for dust, odor, or other nuisances in accordance with general landfill construction practices and the HASP. • At the end of the working day, any exposed waste shall be covered with soil or an alternative material, such as a geosynthetic blanket, (i.e., interim cover).	Partially Applicable Project Developer to provide to City final, approved Waste Management Plan. City to verify that final Waste Management Plan includes all required components and all necessary approvals.	Project Developer	Department of Public Works	Plan approved by pertinent agencies must be submitted to City prior to issuance of demolition, grading, and building permits

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
HAZARDS AND HAZARDOUS MATERIALS (cont.)				
• Odors, should they occur, shall be controlled by application of a deodorant, masking agent, neutralizing agent, or lime, and an interim landfill cover at the end of each working day. • A "Project Contact" shall be designated who will be responsible for responding to any local complaints about dust, odors, or other nuisances associated with the waste excavation and regrading operations. • During excavation activities, excavation areas shall be monitored using a hand-held instrument calibrated to measure combustible gases (including methane), hydrogen sulfide, oxygen, and VOCs. No hot work (e.g., welding) shall be allowed in the vicinity of excavation activities unless methane concentrations are sufficiently below the lower explosive limit of 8 percent. If methane concentrations approach 5 percent, excavation activities shall be stopped until the landfill gas collection system can be modified to reduce the methane concentrations in the excavation area. If methane levels are persistent in areas where earthwork and/or hot work activities are necessary, inert gases (e.g., nitrogen) can be introduced into affected subsurface materials to lower oxygen and methane concentrations. By introducing an inert gas into the affected area, methane and oxygen can be displaced to create insufficient oxygen concentrations to support combustion.				
HAZ-4.1: Landfill Closure, Monitoring, and Maintenance Plans.[13] Prior to issuance of building permits for structures within the area of the Landfill (Parcels 1, 2, 3, and 4), a revised Closure Plan and Post-Closure Maintenance Plan (PCMP) shall be prepared in accordance with the regulatory requirements described in 27 CCR 21790–21840 and submitted to the LEA, CalRecycle, and Regional Water Board (as required) for review and approval. In addition, a PCLUP shall be prepared in accordance with the regulatory requirements described in 27 CCR 21190 and submitted to the LEA and Regional Water Board (as required) for review and approval. Collectively, these plans shall incorporate the requirements of Mitigation Measures HAZ-4.2 through 4.6, below. In addition, the Project Developer shall continue to work with the regulatory agencies (Regional Water Board, LEA, or CalRecycle) and ensure the implementation of all elements and measures necessary to mitigate Project-related health risks to residents and commercial workers to a level below the Regional Water Board's cumulative incremental cancer risk threshold of 1E-06 and hazard index (HI) (i.e., adverse non-cancer risk) of 1.0 established for the Project are implemented.	Partially Applicable Project Developer to provide to City for its review and approval revised Closure Plan, Post-Closure Maintenance Plan and Post Closure Land Use Plan that include evidence that health risks can be mitigated to identified levels and contain all elements of HAZ 4.2 through 4.6. City to submit these	Project Developer/City	Department of Public Works	Prior to issuance of grading or building permits within the area of the Landfill (Parcels 1, 2, 3, and 4)

[13] To the extent the implementation of this mitigation measure at Parcel 3 is made necessary by, or altered by, the City's park development activities, the City shall be responsible for implementation.

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
HAZARDS AND HAZARDOUS MATERIALS (cont.)				
HAZ-4.1 (cont.)	Plans to the Regional Water Board, LEA, and CalRecycle for their approval. City and Project Developer/ Master Owner Association to implement the actions required by these Plans in accordance with the allocation of responsibilities set forth in the Landfill O&M Agreement attached to the DDA.			
HAZ-4.2: Landfill Gas Collection and Removal System.[14] During Project construction, the existing landfill gas collection and removal system (i.e., wells and conveyance lines) shall be systematically abandoned and replaced in conjunction with the phased Project site development while complying with applicable regulatory requirements that govern the performance of these systems. The new system shall be designed to effectively draw landfill gases (e.g., methane, hydrogen sulfide, and volatile COPCs) away from building sub-slab areas. The system design shall be submitted to the City for review and approval, taking into account an evaluation of the following criteria: effective vacuum influence (based on pilot testing and pneumatic modeling), vacuum distribution control, oxygen management (for subsurface fire prevention), ease of maintenance, well location, effect of landfill settlement, mitigation of vapor intrusion risk, and the proposed development on the Project site. The system design shall incorporate temperature- and corrosion-resistant materials. The landfill gas collection and removal system shall be designed, operated, and maintained to control excessive gas concentrations as specified in 27 CCR 20939. The monitoring of landfill gases is described under Mitigation Measures HAZ-4.4, below.	Partially Applicable Project Developer to submit to City system design for review and approval. City to submit system design to the Regional Water Board, LEA, and/or CalRecycle for their approval, as required by the relevant regulations and approved plans. City to operate and maintain the system in accordance with the allocation of responsibilities set forth in the Landfill O&M Agreement attached to the DDA.	Project Developer/City	Department of Public Works	Prior to the issuance of grading or building permits within the area of the Landfill (Parcels 1, 2, 3, and 4)

[14] To the extent the implementation of this mitigation measure at Parcel 3 is made necessary by, or altered by, the City's park development activities, the City shall be responsible for implementation.

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
HAZARDS AND HAZARDOUS MATERIALS (cont.)				
HAZ-4.3: Landfill Gas Protection Systems.[15] During Project construction, landfill gas protection systems shall be constructed beneath the sub-slabs of structures located on Parcels 1, 2, 3, and 4 to remove landfill gases (e.g., methane, hydrogen sulfide, and volatile COPCs) that could otherwise accumulate and/or migrate through the sub-slab. The systems may include active gas collection or passive ventilation mechanisms and shall meet the minimum design requirements described in 27 CCR 21190. The landfill gas protection systems shall be designed, operated, and maintained to control excessive gas concentrations as specified in 27 CCR 20939. The monitoring of landfill gases is described under Mitigation Measures HAZ-4.4, below.	Partially Applicable Project Developer to provide plans to City for review and approval and "as built" drawings to City once work is complete. System will be operated by Project Developer until a Master Owners Association is formed, after with system will be operated by Master Owners Association.	Project Developer/ Master Owner Association	Department of Public Works	Prior to issuance of building permits for Parcels 1, 2, 3, and 4, with "as built" drawings submitted prior to any certificates of occupancy on such sites
HAZ-4.4: Landfill Gas Monitoring and Control System Maintenance.[16] During Project construction and operation on Parcels 1-4, a landfill gas monitoring and control program shall be implemented in accordance with 27 CCR 20921-20939. The gas monitoring network shall be designed by a registered civil engineer or a certified engineering geologist and shall ensure detection of the presence of landfill gas migrating beyond the disposal site permitted facility boundary and also into on-site structures. The monitoring network design shall include provisions for monitoring all structures on the Project site, including but not limited to, buildings, large subsurface vaults, or any other areas where potential landfill gas buildup may cause adverse impacts on the public health or safety or the environment. Methods for monitoring on-site structures may include, but are not limited to: periodic monitoring, utilizing either permanently installed monitoring probes or gas surveys, and continuous monitoring systems. A methane monitoring system shall be installed inside all buildings on the Project site. If methane gas concentrations exceed a threshold of 1.25 percent by volume in air, as described under 27 CCR 20921, the methane monitoring system shall automatically alert the Santa Clara Fire Department, who shall assess the methane conditions and, if necessary, trigger an audible fire alarm to initiate a building evacuation. In the	Partially Applicable Project Developer to provide landfill gas monitoring network plans and Operations and Maintenance Plan to City for review and approval. City to submit these Plans to the Regional Water Board, LEA, and/or CalRecycle for their approval, as required by relevant regulations and approved plans. City and Project Developer/Master	Project Developer/ Master Owners Association/ City	Department of Public Works	Prior to issuance of grading and building permits for Parcels 1, 2, 3, and 4

[15] To the extent the implementation of this mitigation measure at Parcel 3 is made necessary by, or altered by, the City's park development activities, the City shall be responsible for implementation.
[16] To the extent the implementation of this mitigation measure at Parcel 3 is made necessary by, or altered by, the City's park development activities, the City shall be responsible for implementation.

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
HAZARDS AND HAZARDOUS MATERIALS (cont.)				
event of an evacuation, the building shall not be reoccupied until the Santa Clara Fire Department has confirmed and approved by that: (1) concentrations of methane meet the applicable compliance requirements and (2) the landfill gas monitoring and control system is operating in a manner that ensures adequate control of methane/vapor intrusion. The landfill gas control system shall be operated and maintained to control excessive gas concentrations as specified in 27 CCR 20939. This includes operating the landfill gas control system in such a manner as to satisfy the following requirements specified in 27 CCR 20921(a): • The concentration of methane gas must not exceed 1.25 percent by volumein air within any portion of any on-site structures; • The concentration of methane gas migrating from the disposal site must not exceed 5 percent by volume in air at the disposal site permitted facility boundary or an alternative boundary approved in accordance with Section 20925; and • Trace gases shall be controlled to prevent adverse acute and chronic exposure to toxic and/or carcinogenic compounds that could result in a health risk exceedance of the Regional Water Board's cumulative incremental cancer risk threshold of 1E- 06 and HI (i.e., adverse non-cancer risk) of 1.0 established for the Project. In the event of an earthquake or other event that could cause a rupture or leak from overlying stormwater treatment measures (i.e., planters, vegetated areas), the landfill gas venting pipes shall be inspected at access ports within 24 hours of the event for leaks, ruptures, or any other conditions. Access ports shall be installed at select locations, to provide full coverage of the system based on system design and access constraints, within the venting layer to monitor for the presence of, and removal of, water that might flood the system in the event that water leaks from collection systems above the landfill gas mitigation system. This system would help prevent the water from further migrating into the underlying landfill gas mitigation system. The access ports will allow for use of portable moisture sensing devises to periodically monitor for moisture in the event that a leak is suspected. The access ports shall also be designed to allow for pumping of water from the interstitial space in the event that water is detected.	Owners Association to implement the actions required by these Plans in accordance with the allocation of responsibilities set forth in the Landfill O&M Agreement attached to the DDA.			

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
HAZARDS AND HAZARDOUS MATERIALS (cont.)				
In addition to the monitoring and control of excessive gas concentrations to protect public health and safety and the environment, as specified in 27 CCR 20939, the landfill gas monitoring and control program shall incorporate the monitoring and control requirements for preventing subsurface fires that are described under Mitigation Measure HAZ-9.1, below.				
HAZ-4.5: Building Restrictions. The Project shall prohibit the construction of enclosed basements located over refuse on Parcels 1, 2, 3, and 4 to minimize the risk of landfill gas accumulation. Over the landfill area, the Project shall also limit residential construction to only Parcel 4 areas located over open-air podium level garages or over at least one level of enclosed commercial space to mitigate vapor intrusion effects by increasing the free flow and exchange of air beneath the residences.	Partially Applicable Project Developer to submit final detailed design plans for review and approval by City.	Project Developer	Department of Public Works	Concurrent with building permit application
HAZ-4.6: Landfill Hazards Disclosure. Information about the existing subsurface hazardous materials conditions and the ongoing mitigation and monitoring requirements described in the PCLUP shall be included in all ground leases and space leases for space located over the Landfill. The text to be inserted shall be subject to review and approval by City.	Partially Applicable Project Developer and City to include language in ground and tenant leases for space located over the landfill.	Project Developer/City	Department of Public Works	Prior to execution of ground or tenant leases
HAZ-5.1: Phase II Site Investigation. Prior to Project construction, a Phase II Site Investigation shall be performed on Parcel 5 and the tennis courts located in the southwest portion of Parcel 4 to (1) delineate the extent of soil, soil gas, and potential groundwater contamination on the site and (2) assess potential health risks posed to construction workers and future site users. The Phase II Site Investigation shall be conducted and evaluated by a licensed professional prior to construction and earthwork activities. The findings of the Phase II Site Investigation shall be submitted to the appropriate regulatory agency to the extent required by applicable law. The Project Developer shall conduct any additional investigation and/or risk assessment and/or implement any remedial or risk mitigation measures required by the regulatory agency.	If additional remedial or risk mitigation measures are needed, Project Developer to submit plans to City for review and approval.	Project Developer	Department of Public Works	Prior to issuance of grading and building permits for Parcel 5 and the portion of Parcel 4 beneath the existing tennis courts.

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
HAZARDS AND HAZARDOUS MATERIALS (cont.)				
HAZ-5.2: Soil and Groundwater Management Plan. Construction on Parcel 5 and the tennis courts located in the southwest portion of Parcel 4 shall be conducted under a site-specific Soil and Groundwater Management Plan (SGMP) to protect construction workers, the general public, and the environment from hazardous materials identified in the Phase II Site Investigation (see Mitigation Measure HAZ-5.1) and potential undocumented sources of such materials. The SGMP shall delineate specific soil and groundwater management and disposal procedures, construction worker health and safety requirements, and contingency measures in case unknown contamination is encountered during construction. The SGMP shall incorporate the soil and groundwater analytical data from the Phase II Site Investigation to ensure that soil and groundwater are stored, managed, and disposed of in a manner protective of human health and the environment, and in accordance with applicable laws and regulations. The SGMP shall specifically include the following: • Procedures for evaluating, handling, storing, testing, and disposing of known soil • and groundwater contamination identified during the Phase II Site Investigation during Project excavation and dewatering activities, respectively; • Procedures for identifying, testing, and managing soil and groundwater suspected of containing hazardous materials (if any) that have not previously been identified at the site; • Descriptions of required worker health and safety provisions for all workers potentially exposed to hazardous materials in accordance with State and federal worker safety regulations; and • Identification of personnel responsible for implementation of the SGMP.	City to review and approve a Soil and Groundwater Management Plan pertaining to Parcel 5 and the portion of Parcel 4 beneath the existing tennis courts.	Project Developer	Department of Public Works	Prior to issuance of grading and building permits for Parcel 5 and the portion of Parcel 4 beneath the existing tennis courts

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
HAZARDS AND HAZARDOUS MATERIALS (cont.)				
HAZ-5.3: Implement Measures Included in CCR Title 27, Section 21190(g). Consistent with the Project Developer's voluntary commitment, in order to mitigate gas migration into structures located within 1,000 feet of landfill, the City (as owner and operator of the landfill) and the Project Developer shall implement the following measures identified in Title 27, Section 21190(g), with respect to development on Parcel 5 and the southwest portion of Parcel 4: (1) a geomembrane or equivalent system with low permeability to landfill gas shall be installed between the concrete floor slab of the building and subgrade; (2) a permeable layer of open graded material of clean aggregate with a minimum thickness of 12 inches shall be installed between the geomembrane and the subgrade or slab; (3) a geotextile filter shall be utilized to prevent the introduction of fines into the permeable layer; (4) perforated venting pipes shall be installed within the permeable layer, and shall be designed to operate without clogging; (5) the venting pipe shall be constructed with the ability to be connected to an induced draft exhaust system; (6) automatic methane gas sensors shall be installed within the permeable gas layer, and inside the building to trigger an audible alarm when methane gas concentrations are detected; and (7) periodic methane gas monitoring shall be conducted inside all buildings and underground utilities in accordance with Article 6, of Subchapter 4 of this chapter (section 20920 et seq.). At a minimum, quarterly monitoring is required, but more frequent monitoring may be required by LEA (Subchapter 4, section 20933(a)).	City to review and approve detailed construction plans including these measures for Parcel 5 and the areas of Parcel 4 beneath the existing tennis courts. Project Developer shall submit quarterly reports that report methane gas levels for review by City.	Project Developer	Department of Public Works	Prior to issuance of building permits for Parcel 5 and the areas of Parcel 4 beneath the existing tennis courts; quarterly monitoring

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
HAZARDS AND HAZARDOUS MATERIALS (cont.)				
HAZ-6.1: Finalize Draft Technical Memorandum: Leachate Collection and Removal System.[17] Prior to Project construction, a final Technical Memorandum: Leachate Collection and Removal System shall be prepared and implemented as part of the PCLUP. The technical memorandum shall be submitted to the LEA for review and approval and to CalRecycle and the Regional Water Board for review and comment. Specifically, the final technical memorandum shall contain, at a minimum, the following requirements: • During the construction phase of Parcel 3, the existing leachate collection and removal system (LCRS) risers LR-1 and LR-4 shall be protected and preserved during construction by flagging the well head locations, extending the risers, and installing a bollard around each riser. • If LR-1 or LR-4 are damaged during construction, repairs and modifications shall be completed promptly. • LR-1 and LR-4 shall be supported and anchored to prevent potential settlement over time and finished to grade at the end of excavation and/or completion of construction. Ongoing operation and maintenance of the leachate recovery system shall continue during and after Project construction. The LCRS monitoring shall continue in accordance with the Regional Water Board's WDR Order No. R2-2002-0008 for the site, which shall be revised to consider the proposed development and modifications to the landfill systems.	Not Applicable Project Developer to submit to City for its review and approval a Leachate Collection and Removal System Technical Memorandum. City to submit to LEA for review and approval and to CalRecycle and the Regional Water Board for review and comment. As part of the PCLUPCity to operate and maintain the leachate recovery system in accordance with the allocation of responsibilities set forth in the Landfill O&M Agreement attached to the DDA.	Project Developer/City	Department of Public Works	Submittal of Memo: Prior to issuance of grading or construction permits for Parcels 1 and 3.

[17] To the extent the implementation of this mitigation measure at Parcel 3 is made necessary by, or altered by, the City's park development activities, the City shall be responsible for implementation.

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
HAZARDS AND HAZARDOUS MATERIALS (cont.)				
HAZ-9.1: Subsurface Fire Prevention, Detection, and Response Plan.[18] Prior to construction, a Subsurface Fire Prevention, Detection, and Response Plan shall be prepared that describes how subsurface heating conditions above the landfill will be monitored, prevented, and suppressed. The plan, which may be included as part of a larger planning document, shall identify responsible parties and schedules for implementing the measures described in the plan. The Project Developer shall submit the plan to the LEA, CalRecycle, and the Santa Clara Fire Department (SCFD) for review and comment. Responses to comments shall be incorporated into a final Subsurface Fire Prevention, Detection, and Response Plan from the regulatory agencies. The plan shall also incorporate the prevention, detection, and response actions described under Mitigations HAZ-9.2 and HAZ-9.3, below, unless alternative actions are approved by LEA, CalRecycle, and SCFD. The final plan shall be implemented during Project construction and operation.	Partially Applicable Project Developer to submit to City a Subsurface Fire Prevention, Detection, and Response Plan that has been reviewed and commented on by relevant agencies. The Plan shall be implemented consistent with the Landfill Operations and Maintenance Agreement.	Project Developer	Department of Public Works	Submittal of Plan prior to issuance of grading or construction permits for Parcels 1, 2, 3, and 4. Implementation during Project construction and operation
HAZ-9.2: Subsurface Fire Prevention and Detection Measures.[19] The following measures may be included in whole, or in part, in the Subsurface Fire Prevention, Detection, and Response Plan, as required by the LEA, CalRecycle, and SCFD. In addition, these agencies may require additional measures. The landfill gas collection system shall be monitored and maintained to minimize the intrusion of oxygen (i.e., air) into the landfill and prevent the overheating of waste due to aerobic decomposition. In accordance with BAAQMD monitoring requirements (Regulation 8-34), the gauge pressure, nitrogen or oxygen concentration, and temperature of landfill gas within each extraction wellhead shall be monitored once a month and evaluated to ensure the system is not overdrawing air into the landfill. The nitrogen and oxygen concentrations may be measured using a calibrated portable instrument. The landfill gas measured at each extraction well head must meet the following monitoring threshold requirements: • Nitrogen concentrations less than 20 percent or oxygen levels less than 5 percent; and • Maximum temperature of 140 degrees Fahrenheit.	Partially Applicable Project Developer to integrate these measures into the Subsurface Fire Prevention, Detection, and Response Plan as requested by relevant agencies.	Project Developer	Department of Public Works	Submittal of Plan: Prior to issuance of grading or construction permits for Parcels 1, 2, 3, and 4. Implementation during Project construction and operation

[18] To the extent the implementation of this mitigation measure at Parcel 3 is made necessary by, or altered by, the City's park development activities, the City shall be responsible for implementation.
[19] To the extent the implementation of this mitigation measure at Parcel 3 is made necessary by, or altered by, the City's park development activities, the City shall be responsible for implementation.

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
HAZARDS AND HAZARDOUS MATERIALS (cont.)				
The nitrogen and oxygen thresholds shall be used to indicate if the gas collection system is overdrawing and causing excessive ambient air infiltration into the landfill through its surface and sides. An exceedance of the maximum temperature threshold shall indicate that a subsurface fire may exist. Other evidence of a potential subsurface fire shall include the following: • Observations of rapid settlement over a short period of time; • Smoke or smoldering odor emanating from the gas extraction system or landfill; or • Combustion residue in extraction wells and/or headers. The landfill gas collection system shall be adjusted to reduce well extraction rates (if necessary) to ensure the monitoring thresholds for nitrogen/oxygen and temperature are not exceeded, while continuing to ensure the control of other excessive gas concentrations in the landfill (e.g., methane and trace gases) as specified in 27 CCR 20939. In the event that one or both of the monitoring thresholds are exceeded or other evidence of a potential subsurface fire is observed, then gas samples shall be collected from the extraction wells in the affected area and submitted to a certified laboratory for analysis of nitrogen, oxygen, and carbon monoxide. Analytical results for nitrogen and oxygen that exceed the monitoring thresholds shall be used as confirmation that an aerobic environment is present. Analytical results for carbon monoxide that exceed 1,000 parts per million shall be used as confirmation that a subsurface fire exists.				
HAZ-9.3: Subsurface Fire Suppression. If a subsurface fire condition has been confirmed (i.e., carbon monoxide level exceed 1,000 parts per million), the LEA, CalRecycle, and SCFD shall be notified immediately. The extraction wells surrounding the subsurface fire shall be shut down temporarily to reduce oxygen levels. The extraction wells shall then be returned to active use in stages in conjunction with monitoring to determine if the subsurface fire has been suppressed. If shutting down the extraction wells does not suppress the fire and/or results in the excess accumulation of methane and other trace gases beneath structures, then the LEA, CalRecycle, and SCFD shall consider injecting a Class A foam or wetting agent or liquid carbon dioxide (which also has the added benefit of rapidly cooling the refuse/fill) into the affected area. Large amounts of water shall not be used, because water can exacerbate the fire potential, generate contaminated runoff, increase leachate, and cause slope failure.	Partially Applicable City to ensure that SCFD is aware of and trained on protocols. Project Developer and/or City to notify agencies if a subsurface fire condition is confirmed and to implement subsurface fire suppression measures.	Project Developer/City	City Planning & Inspection; SCFD	Prior to operation of Project over landfill areas for SCFD protocols. After confirmation of a subsurface fire condition as to agency notification

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing[1]
UTILITIES AND SERVICE SYSTEMS				
UT-3.1: Make a Fair-Share Contribution to Upgrading the Rabello and Northside Pump Station System's Capacity. The City will conduct detailed engineering study and analysis to determine the precise size and timing needed for the required pump station capacity upgrades to address overcapacity due to projected cumulative development. The City will implement the required capacity upgrades and the Developer will fund its fair share of such upgrades. The City shall determine the fair- share cost contribution for the Project based on the Project's percent of wastewater flow cumulative capacity needs above the current pump capacity (based on conceptual planning to date, that fair share is estimated as 27 percent of 2035 cumulative overcapacity amount). The City may require the Developer to fund the design and construction of the conveyance capacity upgrades to the Rabello and Northside Sanitary Sewer Pump Stations concurrent with construction of Phase 2 of the Project; the pump station upgrades would be designed to address overcapacity due to projected cumulative development. If the Developer is required to fund pump station upgrade costs, with the exception of costs attributable to the Project's fair share contribution to the upgrade, the City would reimburse the Developer for the design and construction costs through first (a) refunding the Project's Sanitary Sewer Conveyance Fees already paid by Developer or crediting those fees when due and (b) providing to Developer Sanitary Sewer Conveyance Fees collected from developers of projects that would use the Rabello and Northside Sanitary Sewer Pump Stations.	Not Applicable Conduct a detailed engineering study and analysis to determine the precise size and timing needed for the required pump station capacity upgrades to address overcapacity due to projected cumulative development. Project Developer to contribute fair-share, and potentially front costs of full upgrade.	Department of Public Works	City Planning & Inspection	Conduct study prior to construction of Phase 2 of the Project, fund prior to issuance of first building permit for Phase 2 of the Project or later as otherwise determined necessary by City; if Developer to fund full pump station upgrade costs, Developer and City enter funding and reimbursement agreement prior to upgrade

MITIGATION MONITORING & REPORTING PROGRAM
Related Santa Clara DAP 1, Phase 1 Project – Secondary Impacts for Intersection Improvements Planning/CEQA File # PLN2019-14186 (PLN2014-10554/CEQ2014-01180) PLN2014-10554/CEQ2014-01180
State Clearinghouse # 2014072078

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing
TRANSPORTATION				
IM-TRA-1: Prepare and Implement a Construction Traffic Control Plan. Prior to issuance of grading permits, the construction contractor will develop the traffic control plan in accordance with the appropriate jurisdiction's policies and submit for approval. The plan will be implemented throughout the course of construction and may include, but will not be limited to, the following elements. • Limit truck access to the intersection during peak commute times (7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 pm.). • Require that written notification be provided to contractors regarding appropriate • routes to and from the intersection, and the weight and speed limits on local roads used to access the intersection. • Provide access for emergency vehicles at all times. • Provide adequate parking for construction employees, site visitors, and inspectors as feasible. • Maintain bicycle and pedestrian access and circulation during Project construction where safe to do so. If construction encroaches on a bike lane, warning signs willbe posted that indicate bicycles and vehicles are sharing the roadway. Ifconstruction encroaches on a sidewalk, a safe detour will be provided for pedestrians at the nearest crosswalk. • Require traffic controls in the vicinity of the intersection, including flagpersons with bright orange or red vests and using a "Stop/Slow" paddle to control oncoming traffic. • Post standard construction warning signs in advance of the construction area and at any intersection that provides access to the construction area. • Repair or restore the road right-of-way to its original condition or better upon completion of the work.	Project Developer to prepare and submit a Construction Traffic Control Plan for the purpose of managing traffic and reducing traffic congestion during construction. City to review and approve Plan.	Project Developer/ Project Contractor	Department of Public Works	Prior to issuance of grading and building permits

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing
AIR QUALITY				
IM-AQ-1: Implement Measures to Reduce Construction-Related Dust Emissions. The Project Developer shall require all construction contractors to implement the specific construction mitigation measures below to reduce fugitive dust. Emissions reduction measures shall include, at a minimum, the measures below. Alternative measures may be identified by the Project Developer or its contractor, as appropriate, provided that they are as effective as the measures below. Alternative measures shall be submitted to the City for approval. • All exposed surfaces shall be watered at a frequency adequate to maintain minimum soil moisture of 12 percent. Moisture content can be verified by lab samples or moisture probe. If water infiltration into landfill refuse layers is a concern, non-toxic soil stabilizers may be used instead. • All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph for a period of 2 hours or more. • Windbreaks (e.g., fences) shall be installed on the windward side(s) of actively disturbed areas of construction. Windbreaks shall have at maximum 50 percent air porosity. • Exposed ground areas that are to be reworked more than 1 month after initial grading should be sown with fast-germinating native grass seed and watered appropriately until vegetation is established. If grass seeding is not feasible, then non-toxic soil stabilizers may be used. • All construction trucks and equipment, including tires, involved in ground disturbance or transit through loose soil areas shall be washed off prior to leaving the site. • Site accesses to a distance of 25 feet from the paved road shall be treated with a 6- to 12-inch compacted layer of wood chips, mulch, or gravel. Alternatively, a rumble plate may be used in place of chips, mulch, or gravel. • Sandbags or other erosion control measures shall be installed to prevent silt runoff to public roadways from sites with a slope greater than 1 percent.	Project Developer to provide to City applicable provisions of construction contracts specifying construction mitigation measures to reduce construction- related dust emissions.	Project Developer/ Project Contractor	City Planning & Inspection Division	Prior to issuance of grading and building permits
IM-AQ-2: Implement Measures to Reduce Construction-Related Exhaust Emissions. The Project Developer shall require all construction contractors to implement the specific construction mitigation measures below to reduce equipment exhaust emissions. Emission reduction measures shall include, at a minimum, the measures below. Alternative measures may be identified by the Project Developer or its contractor, as appropriate, provided that they are as effective as the measures below. Alternative measures shall be submitted to the City for approval.	Project Developer to provide to City applicable provisions of construction contracts construction mitigation measures to reduce construction-related exhaust emissions.	Project Developer/ Project Contractor	City Planning & Inspection Division	Prior to issuance of grading and building permits

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing
AIR QUALITY (cont.)				
• Idling time of diesel powered construction equipment shall be limited to 2 minutes. • Ensure that all off-road diesel-powered equipment used during construction between 2017 and 2022 is equipped with U.S. Environmental Protection Agency (EPA) Tier 3 or cleaner engines, except for specialized construction equipment for which an EPA Tier 3 engine is not available. Consistent with advancements of the statewide fleet average, the Project Developer shall ensure that all off-road diesel- • powered equipment used during construction between 2023 and 2030 is equipped with EPA Tier 4 engines. This requirement will ensure construction equipment remains cleaner than the fleet-wide average. • Ensure that all on-road heavy-duty diesel trucks with a gross vehicle weight rating (GVWR) of 19,500 pounds or greater used at the Project site comply with EPA 2007 on-road emissions standards for particulate matter of 10 micrometers or less (PM10) and nitrogen oxides (NO_X) (0.01 grams per brake horsepower-hour [g/bhp- hr] and 0.20 g/bhp-hr, respectively). • Notwithstanding the above requirements, all construction equipment, diesel trucks, and generators shall meet the California Air Resources Board's most recent certification standard for off-road heavy-duty diesel engines and shall employ Best Available Control Technology for reductions in NO_X and particulate matter (PM) emissions if more stringent than the requirements above.				
GREENHOUSE GAS EMISSIONS				
IM-GHG-1: Utilize Alternative Fuels during Construction. Require construction contractors to use alternative fuels in at least 30 percent of the construction equipment that uses diesel fuel. Alternative fuels may include electricity, compressed natural gas (CNG), biodiesel (B-20), or renewable diesel, such as diesel high- performance renewable (HPR).	Project Developer to provide to City applicable provisions of construction contracts requiring adequate use of alternative fuels.	Project Developer/ Project Contractor	City Planning & Inspection Division	Prior to issuance of grading and building permits

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing
CULTURAL RESOURCES				
IM-CR-1: Conduct Cultural Resource Investigations and Protect and Recover Significant Resources. The Lead Agency shall conduct a cultural resource investigation that includes a background records search (including a search of records from Sonoma State and historical societies, contact with Native American representatives identified by the Native American Heritage Commission (NAHC), and site pedestrian surveys) for the areas of ground disturbance from each roadway improvement. If significant known or suspected sites are discovered within the Project footprint and would be disturbed by the Project, then a cultural resource treatment plan shall be prepared, defining Project monitoring and resource recovery and curation requirements concerning any encountered cultural resources.	Lead Agency to conduct a cultural resource investigation that includes a background records search during ground disturbance. If necessary, Lead Agency to prepare and execute cultural resource treatment plan.	City Planning & Inspection Division	City Planning & Inspection Division	Prior to issuance of grading and building permits
IM-CR-2: Stop Work if Cultural Resources Are Encountered during Ground-Disturbing Activities. In the event that cultural resources are encountered during ground-disturbing activities, all work within proximity of the find shall temporarily halt so that the archaeological monitor can examine the find and document its provenience and nature (e.g., with drawings, photographs, written descriptions). The archaeological monitor shall then direct that the work proceed if the find is deemed to be insignificant, continue elsewhere, or cease until adequate mitigation measures are adopted. If the find is determined to be potentially significant, the archaeologist, in consultation with the appropriate jurisdiction, shall develop a treatment plan, which could include site avoidance, capping, or data recovery. If data recovery is determined to be appropriate, excavation shall target recovery of an appropriate amount of information from archaeological deposits to determine the potential of the resource to address specific research questions. If it occurs, data recovery shall emphasize the understanding of the archaeological deposit's structure, including features and stratification, horizontal and vertical extent, and content, including the nature and quantity of artifacts.	Archaeological monitor (retained by the Project Developer), as necessary, and in consultation with the City, develop a Treatment Plan.	Project Developer/ Qualified Archaeologist	City Planning & Inspection Division	During construction if cultural resources are encountered
IM-CR-3: Stop Work if Human Remains Are Encountered during Ground-Disturbing Activities. If human remains are discovered (in either an archaeological or construction context), all work within proximity of the remains shall stop so that the archaeological monitor can examine the remains. The County Coroner shall be notified to make a determination as to whether the remains are of Native American origin. If the remains are determined to be Native American, the coroner shall notify the NAHC immediately. The NAHC shall notify those persons it believes are most likely descended from the deceased Native American. Once the 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 State CEQA Guidelines.	Project Developer to submit to City applicable provisions of construction contracts including applicable requirements.	Project Developer/ Project Contractor	County Coroner/ NAHC	Prior to issuance of grading and building permits.

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing
BIOLOGICAL RESOURCES				
IM-BIO-1: Replace Removed Trees. The Project Developer shall replace all trees removed as part of the intersection improvements in accordance with the tree preservation policies or ordinances of the jurisdiction in which the improvements are constructed.	Project Developer to provide to City report documenting plans to replace all trees removed as part of the intersection improvements.	Project Developer	City Planning & Inspection Division	Prior to issuance of grading and building permits
IM-BIO-2: Preconstruction Surveys. For all intersections that have trees within the intersection footprint or that will remove trees, the Project Developer and its contractors shall avoid conducting vegetation removal during the migratory bird nesting season (February 1–August 31), if feasible. If construction activities must commence during the migratory bird nesting season, the Project Developer shall retain a qualified wildlife biologist to conduct a survey for nests of migratory birds. Surveys for nesting migratory birds shall occur within 3 days prior to the commencement of ground disturbance and vegetation removal. If an active nest is discovered, a no-disturbance buffer zone around the nest tree or shrub (or, for ground-nesting species, the nest itself) shall be established. The no-disturbance zone shall be marked with flagging or fencing that is easily identified by the construction crew and shall not affect the nesting bird or attract predators to the nest location. In general, the minimum buffer zone widths shall be as follows: 50 feet (radius) for non-raptor ground-nesting species, 50 feet (radius) for non-raptor shrub- and tree-nesting species, and 300 feet (radius) for raptor species. Buffer widths may be modified based on discussion with the California Department of Fish and Wildlife (CDFW). Buffers shall remain in place as long as the nest is active or young remain in the area and are dependent on the nest. If a burrowing owl nest is identified during preconstruction surveys, no-activity buffers will adhere to the recommendations in the 2012 California Department of Fish and Game Staff Report on Burrowing Owl Mitigation.	Project Developer to provide to City provisions of construction contracts including pertinent requirements. If construction occurs in the nesting season, Project Developer to submit to City agreement with qualified wildlife biologist requiring surveys and protective measures.	Project Developer/ Project Contractor/ Qualified wildlife biologist	City Planning & Inspection Division	Prior to issuance of grading and building permits for biologist and construction contracts; prior to commence-ment of grading for biologist agreements; and prior to ground disturbance for surveys

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing
BIOLOGICAL RESOURCES (cont.)				
IM-BIO-3: Site-Specific Surveys and Species/Habitat Avoidance, Minimization, and Compensation Measures. For intersections with the potential to have sensitive habitats, the Project Developer, in consultation with a qualified biologist, shall conduct site-specific surveys for special-status species, sensitive habitats, wetlands and waters of the United States, and nesting birds. If found, the Project Developer and its contractor shall implement avoidance and minimization measures, where feasible. Where avoidance is not possible, the Project Developer shall compensate for lost habitat at a minimum 1:1 basis. Compensation for lost habitat will be determined in consultation with CDFW/U.S. Fish and Wildlife Service (USFWS), as appropriate. The Project Developer shall obtain all required permits from the U.S. Army Corps of Engineers (USACE), the Regional Water Quality Control Board, and CDFW, and USFWS, as appropriate. The Project Developer shall provide buffer fencing and species relocation, as necessary, if permitted by CDFW/USFWS. Additionally, if special-status species or habitats are identified during the site-specific surveys, a Worker Environmental Awareness Training Program for construction personnel will be conducted by a qualified biologist retained by the Project Developer. The program will provide workers with information on their responsibilities with regard to the special-status species. The training will provide a physical description of the special- status species that have potential to occur and be affected by construction activities to each construction crew prior to the initiation of the crew's construction activities. The worker awareness training will also detail each species' habitat and legal protections, a photo of relevant species, and contact information for the primary biologist.	Project Developer to conduct site-specific surveys for special-status species, sensitive habitats, wetlands and waters of the United States, and nesting birds and provide to City for review and approval. If special status species are found, Project Developer to submit documentation to City detailing protective measures for review and approval.	Project Developer/ Qualified biologist	City Planning & Inspection Division	Prior to issuance of grading and building permits
GEOLOGY AND SOILS				
IM-GEO-1: Prepare a Geotechnical Investigation. Prior to construction of any intersection improvement that requires retaining walls (or disturbance of existing retaining wall), disturbance or placement of fill, substantial excavation below grade, establishment of new slopes, and/or placement of new structures above or below grade, the Project Developer shall prepare a geotechnical investigation to evaluate the potential for geologic, seismic, and soil risks. The geotechnical investigation shall include recommendations to abate any potential risks. If risks are identified, the Project Developer shall implement the recommendations included in the geotechnical investigation.	Project Developer to provide to City geotechnical investigation for review and approval. City and Developer to submit such report to regulatory agencies and secure approval as required. Project Developer to incorporate resulting measures into project plans.	Project Developer/City	City Planning and Inspection Division	Prior to issuance of grading and building permits

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing
HYDROLOGY AND WATER QUALITY				
IM-WQ-1: Prepare a Hydrology and Water Quality Technical Report. Prior to construction of any intersection improvement, the Project Developer shall prepare a hydrology and water quality technical report to evaluate the existing drainage and stormwater conditions at the subject intersections. The technical report shall include recommendations for drainage and stormwater controls to minimize impacts related to changes in drainage patterns that would result from the intersection improvements. The Project Developer shall be required to implement the report's recommendations.	Project Developer to provide to City a hydrology and water quality technical report to evaluate the existing drainage and stormwater conditions at the subject intersections for review and approval.	Project Developer	City Planning & Inspection Division	Prior to issuance of grading and building permits
HAZARDS AND HAZARDOUS MATERIALS				
IM-HAZ-1: Prepare a Phase I Environmental Site Assessment. Prior to construction of any intersection improvement involving ground disturbance of acquired property, the Project Developer shall conduct a Phase I Environmental Site Assessment. Where the potential to encounter hazardous materials or waste is identified, the Project Developer shall prepare and implement a soil/groundwater handing plan that identifies measures to properly dispose of contaminated materials. Measures could include worker education and training, as appropriate, and site- specific controls to avoid risks to workers and adjacent residents or others.	Project Developer to submit Phase I Environmental Site Assessment to City for review and approval. Project Developer to implement soil/ groundwater handling plan to City for review and approval.	Project Developer	Department of Public Works	Prior to issuance of grading and building permits

MITIGATION MONITORING & REPORTING PROGRAM
Related Santa Clara DAP 1, Phase 1 Project – Secondary Impacts
Planning/CEQA File # PLN2019-14186 (PLN2014-10554/CEQ2014-01180)
State Clearinghouse # 2014072078

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing
TRANSPORTATION				
SW-TRA-1: Prepare and Implement a Construction Traffic Control Plan. Prior to issuance of grading permits, the construction contractor will develop the traffic control plan in accordance with the City's policies and submit for approval. The plan will be implemented throughout the course of construction and may include, but will not be limited to, the following elements: • Limit truck access to the soundwall site during peak commute times (7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m.). • Require that written notification be provided to contractors regarding appropriate routes to and from the soundwall and the weight and speed limits on local roads that would be used to access the soundwall site. • Provide access for emergency vehicles at all times. • Provide adequate parking for construction workers, site visitors, and inspectors as feasible. • Maintain bicycle and pedestrian access and circulation during Project construction where safe to do so. If construction encroaches on a bike lane, warning signs will be posted that indicate that bicycles and vehicles are sharing the roadway. If construction encroaches on a sidewalk, a safe detour will be provided for pedestrians at the nearest crosswalk. • Require traffic controls in the vicinity of the soundwall, including flagpersons with bright orange or red vests and using a "Stop/Slow" paddle to control oncoming traffic. • Post standard construction warning signs in advance of the construction area and at any soundwall that provides access to the construction area. • Repair or restore the road right-of-way to its original condition or better upon completion of the work.	Not Applicable Project Developer to prepare and submit a Construction Traffic Control Plan for the purpose of managing traffic and reducing traffic congestion during construction. City to review and approve Plan.	Project Developer/ Project Contractor	Department of Public Works	Prior to grading and building permit issuance.

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing
AIR QUALITY				
SW-AQ-1: Implement Measures to Reduce Construction-Related Dust Emissions. The Project Developer shall require all construction contractors to implement the specific construction mitigation measures below to reduce fugitive dust. Emission reduction measures shall include, at a minimum, the measures below. Alternative measures may be identified by the Project Developer or its contractor, as appropriate, provided that they are as effective as the measures below. Alternative measures shall be submitted to the City for approval. • All exposed surfaces shall be watered at a frequency adequate to maintain minimum soil moisture of 12 percent. Moisture content can be verified by lab samples or moisture probe. If water infiltration into landfill refuse layers is a concern, non-toxic soil stabilizers may be used instead. • All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph for a period of 2 hours or more. • Windbreaks (e.g., fences) shall be installed on the windward side(s) of actively disturbed areas of construction. Windbreaks shall have at maximum 50 percent air porosity. • Exposed ground areas that are to be reworked more than 1 month after initial grading should be sown with fast-germinating native grass seed and watered appropriately until vegetation is established. If grass seeding is not feasible, then non-toxic soil stabilizers may be used. • All construction trucks and equipment, including tires, involved in ground disturbance or transit through loose soil areas shall be washed off prior to leaving the site. • Site accesses to a distance of 25 feet from the paved road shall be treated with a 6- to 12-inch compacted layer of wood chips, mulch, or gravel. Alternatively, a rumble plate may be used in place of chips, mulch, or gravel. • Sandbags or other erosion control measures shall be installed to prevent silt runoff to public roadways from sites with a slope greater than 1 percent.	Not Applicable Project Developer to City applicable provisions of construction contracts specifying construction mitigation measures to reduce construction-related dust emissions.	Project Developer/ Project Contractor	City Planning & Inspection Division	Prior to issuance of grading and building permits

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing
AIR QUALITY (cont.)				
SW-AQ-2: Implement Measures to Reduce Construction-Related Exhaust Emissions. The Project Developer shall require all construction contractors to implement the specific construction mitigation measures below to reduce equipment exhaust emissions. Emission reduction measures shall include, at a minimum, the measures below. Alternative measures may be identified by the Project Developer or its contractor, as appropriate, provided that they are as effective as the measures below. Alternative measures shall be submitted to the City for approval. • Idling time of diesel powered construction equipment shall be limited to 2 minutes. • The Project Developer shall ensure that all off-road diesel-powered equipment used during construction between 2017 and 2022 is equipped with U.S. Environmental Protection Agency (EPA) Tier 3 or cleaner engines, except for specialized construction equipment for which an EPA Tier 3 engine is not available. Consistent with advancements of the statewide fleet average, the Project Developer shall ensure that all off-road diesel-powered equipment used during construction between 2023 and 2030 is equipped with EPA Tier 4 engines. This requirement will ensure that construction equipment remains cleaner than the fleet-wide average. • The Project Developer shall ensure that all on-road heavy-duty diesel trucks with a gross vehicle weight rating (GVWR) of 19,500 pounds or greater used at the Project site comply with EPA 2007 on-road emissions standards for particulate matter of 10 micrometers or less (PM10) and nitrogen oxides (NO_X) (0.01 grams per brake horsepower-hour [g/bhp-hr] and 0.20 g/bhp-hr, respectively). • Notwithstanding the above requirements, all construction equipment, diesel trucks, and generators shall meet the California Air Resources Board's most recent certification standard for off-road heavy-duty diesel engines and shall employ Best Available Control Technology for emission reductions of NO_X and particulate matter (PM) if more stringent than the requirements above.	Not Applicable Project Developer to provide to City applicant provisions of construction contracts specifying construction mitigation measures to reduce construction-relate exhaust emissions.	Project Developer/ Project Contractor	City Planning & Inspection Division	Prior to issuance of grading and building permits

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing
CULTURAL RESOURCES				
SW-CR-1: Conduct Cultural Resource Investigations and Protect and Recover Significant Resources. The improvement Lead Agency shall conduct a cultural resource investigation of the areas of ground disturbance associated with the soundwall that includes a background records search (including a search of records from Sonoma State and historical societies, contact with Native American representatives identified by the Native American Heritage Commission [NAHC], and site pedestrian surveys) for the areas of ground disturbance from each roadway improvement. If significant known or suspected sites are discovered within the Project footprint and would be disturbed by the Project, then a cultural resource treatment plan shall be prepared, defining Project monitoring and resource recovery and curation requirements concerning any encountered cultural resources.	Not Applicable City to conduct a cultural resource investigation that includes a background records search during ground disturbance. If necessary, City to prepare and execute cultural resource treatment plan.	City Planning & Inspection Division	City Planning & Inspection Division	Prior to issuance of grading and building permits
SW-CR-2: Stop Work if Cultural Resources Are Encountered during Ground-Disturbing Activities. In the event that cultural resources are encountered during ground-disturbing activities, all work within proximity of the find shall temporarily halt so that the archaeological monitor can examine the find and document its provenience and nature (e.g., withdrawings, photographs, written descriptions). The archaeological monitor shall then direct that the work proceed if the find is deemed to be insignificant, continue elsewhere, or cease until adequate mitigation measures are adopted. If the find is determined to be potentially significant, the archaeologist, in consultation with the appropriate jurisdiction, shall develop a treatment plan, which could include site avoidance, capping, or data recovery. If data recovery is determined to be appropriate, excavation shall target recovery of an appropriate amount of information from archaeological deposits to determine the potential of the resource to address specific research questions. If it occurs, data recovery shall emphasize the understanding of the archaeological deposit's structure, including features and stratification, horizontal and vertical extent, and content, including the nature and quantity of artifacts.	Not Applicable Archaeological monitor (retained by the Project Developer), as necessary, and in consultation with the City, develop a Treatment Plan.	Project Developer/ Qualified Archaeologist	City Planning & Inspection Division	During construction if cultural resources are encountered
SW-CR-3: Stop Work if Human Remains Are Encountered during Ground-Disturbing Activities. If human remains are discovered (in either an archaeological or construction context), all work within proximity of the remains shall stop so that the archaeological monitor can examine the remains. The County Coroner shall be notified to make a determination as to whether the remains are of Native American origin. If the remains are determined to be Native American, the coroner shall notify the NAHC immediately. The NAHC shall notify those persons it believes are most likely descended from the deceased Native American. Once the 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 State CEQA Guidelines.	Not Applicable Project Developer to submit to City applicable provisions of construction contracts including applicable requirements.	Project Developer/ Project Contractor	County Coroner/ NAHC	Prior to issuance of grading and building permits

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing
BIOLOGICAL RESOURCES				
SW-BIO-1: Replace Removed Trees on a 2:1 Basis. The Project Developer shall replace all trees removed as part of soundwall construction at a minimum of 2:1, or more, as required by the local tree ordinance.	Not Applicable Project Developer to provide to City report documenting plans to replace all trees removed at a 2:1 ratio for review and approval.	Project Developer	City Planning & Inspection Division	Prior to issuance of grading and building permits
SW-BIO-2: Preconstruction Surveys. The Project Developer and its contractors shall avoid conducting vegetation removal during the migratory bird nesting season (February 1–August 31) if feasible. If construction activities must commence during the migratory bird nesting season, the Project Developer shall retain a qualified wildlife biologist to conduct a survey for nests of migratory birds. Surveys for nesting migratory birds shall occur within 3 days prior to the commencement of ground disturbance and vegetation removal. If an active nest is discovered, a no-disturbance buffer zone around the nest tree or shrub (or, for ground-nesting species, the nest itself) shall be established. The no-disturbance zone shall be marked with flagging or fencing that is easily identified by the construction crew and shall not affect the nesting bird or attract predators to the nest location. In general, the minimum buffer zone widths shall be as follows: 50 feet (radius) for non-raptor ground-nesting species, 50 feet (radius) for non-raptor shrub- and tree-nesting species, and 300 feet (radius) for raptor species. Buffer widths may be modified based on discussion with the California Department of Fish and Wildlife (CDFW). Buffers shall remain in place as long as the nest is active or young remain in the area and are dependent on the nest. If a burrowing owl nest is identified during pre-construction surveys, no-activity buffers will adhere to the recommendations in the 2012 California Department of Fish and Game Staff Report on Burrowing Owl Mitigation.	Not Applicable Project Developer to provide to City provisions of construction contracts including pertinent requirements. If construction occurs in the nesting season, Project Developer to submit to City agreement with qualified wildlife biologist requiring surveys and protective measures.	Project Developer/ Project Contractor/ Qualified wildlife biologist	City Planning & Inspection Division	Prior to issuance of grading and building permits for biologist and construction contracts; prior to commence-ment of grading for biologist agreements; and prior to ground disturbance for surveys

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing
BIOLOGICAL RESOURCES (cont.)				
SW-BIO-3: Site-Specific Surveys and Species/Habitat Avoidance, Minimization, and Compensation Measures. The Project Developer, in consultation with a qualified biologist, shall conduct a site-specific surveys for special-status species, sensitive habitats, wetlands and waters of the United States, and nesting birds. If found, the Project Developer and its contractor shall implement avoidance and minimization measures, where feasible. Where avoidance is not possible, the Project Developer shall compensate for lost habitat on a minimum 1:1 basis. Compensation for lost habitat will be determined in consultation with CDFW/U.S. Fish and Wildlife Service (USFWS), as appropriate. The Project Developer shall obtain all required permits from the U.S. Army Corps of Engineers (USACE), the Regional Water Quality Control Board, and CDFW and USFWS as appropriate. The Project Developer shall provide buffer fencing and species relocation, as necessary, if permitted by CDFW/USFWS. Additionally, if special-status species or habitats are identified during the site-specific surveys, a Worker Environmental Awareness Training Program for construction personnel will be conducted by a qualified biologist retained by the Project Developer. The program will provide workers with information on their responsibilities with regard to the special-status species. The training will provide a physical description of the special-status species that have potential to occur and be affected by construction activities to each construction crew prior to the initiation of the crew's construction activities. The worker awareness training will also provide details regarding each species' habitat and legal protections, a photo of relevant species, and contact information for the primary biologist.	Not Applicable Project Developer to conduct site-specific surveys for special-status species, sensitive habitats, wetlands and waters of the United States, and nesting birds and provide to City for review and approval. If special status species are found, Project Developer to submit documentation to City detailing protective measures for review and approval.	Project Developer/ Qualified biologist	City Planning & Inspection Division	Prior to issuance of grading and building permits
GEOLOGY AND SOILS				
SW-GEO-1: Prepare a Geotechnical Investigation. Prior to construction of the soundwall, the Project Developer shall prepare a geotechnical investigation to evaluate the potential for geologic, seismic, and soil risks. The geotechnical investigation shall include recommendations to abate any potential risks. If risks are identified, the Project Developer shall implement the recommendations included in the geotechnical investigation.	Not Applicable Project Developer to provide to City geotechnical investigation for review and approval. City and Developer to submit such report to regulatory agencies and secure approval as required. Project Developer to incorporate resulting measures into project plans.	Project Developer/City	City Planning and Inspection Division	Prior to issuance of grading and building permits

Mitigation and Avoidance Measures	Action	Implementing Party	Monitoring Party	Timing
HYDROLOGY AND WATER QUALITY				
SW-WQ-1: Prepare a Hydrology and Water Quality Technical Report. Prior to construction of the soundwall, the Project Developer shall prepare a hydrology and water quality technical report to evaluate the existing drainage and stormwater conditions at the soundwall site. The technical report shall include recommendations for drainage and stormwater controls to minimize impacts related to changes in drainage patterns that would result from the soundwall. The Project Developer shall be required to implement the report's recommendations.	Not Applicable Project Developer to provide to City a hydrology and water quality technical report to evaluate the existing drainage and stormwater conditions at the soundwall site for review and approval.	Project Developer	City Planning & Inspection Division	Prior to issuance of grading and building permits
HAZARDS AND HAZARDOUS MATERIALS				
SW-HAZ-1: Prepare a Phase I Environmental Site Assessment. Prior to construction of the soundwall, the Project Developer shall conduct a Phase I Environmental Site Assessment. Where the potential to encounter hazardous materials or waste is identified, the Project Developer shall prepare and implement a soil/groundwater handing plan that identifies measures to properly dispose of contaminated materials. Measures could include worker education and training, as appropriate, and site-specific controls to avoid risks to workers and adjacent residents or others.	Not Applicable Project Developer to submit Phase I Environmental Site Assessment to City. Project Developer to implement soil/ groundwater handling plan to City for review and approval.	Project Developer	Department of Public Works	Prior to issuance of grading and building permits
UTILITIES AND SERVICE SYSTEMS				
SW-UT-1: Identify Underground and Overhead Utilities and Provide Coordination with Utility Providers. Prior to construction of the soundwall, the Project Developer shall identify all underground and overhead utilities within the footprint of the soundwall. If utilities are present, the Project Developer shall coordinate with the appropriate utility owners regarding utility shutoff during construction and relocation, as necessary.	Not Applicable Project Developer to identify all underground and overhead utilities within the footprint of the soundwall and provide documentation to City of coordination with the appropriate utility owners regarding utility shutoff during construction and relocation for review and approval.	City Planning & Inspection	City Planning & Inspection	Prior to issuance of grading and building permits

With Each Development Area Plan

Each DAP application must include: (1) a calculation of the number of vehicle trips projected to result from development proposed in the DAP using the methods and trip generation rates in the Final EIR (adjusted as appropriate for the success of TDM measures), that accounts for the site design, density and diversity of proposed land uses of the current DAP application and previous DAP applications, (2) the vehicle trips allocated by building and summarized by land use, and (3) a site access analysis (including a simulation, if needed, as determined by the Director of Community Development or at the applicant's discretion) to determine which site access improvements should be constructed to serve the development proposed in the DAP.

The City (with assistance of consultants as desired) will peer review the data in the application and will determine at DAP approval for the development proposed in the DAP (1) the number of trips projected to result and the allocation of such trips by building and/or uses, and (2) the site access improvements required and the trip thresholds or development stages at which those improvements must be constructed.

As Development Occurs

The Project Trip thresholds set forth in the table below, *Intersection Mitigation Sensitivity Analysis Results: Full Funding Responsibility*, establish the number of Project Trips at which each of the required intersection mitigation measures that are wholly the Project's responsibility to implement must be in place. The Project Phase column of the table is informational and not controlling.

Prior to the issuance of each building permit for a new building, using the calculated number of vehicle trips from the DAP application, Developer will calculate and submit to City the cumulative number of Project trips that will result from all prior development within the Project for which building permits have been issued plus the proposed new building. If the cumulative number of Project Trips meet or exceed any of the intersection Project Trip thresholds, the mitigation measures identified for each of those intersections shall be completed prior to issuance of the certificate of occupancy for the building for which the new permit is being sought, except that, for Intersections 48, 55, 57, 82, 84, 109 and 123, Developer will instead fund the mitigation measures at the costs specified in the table below, *Costs for Certain Full Funding Responsibility Improvements*, prior to the issuance of the pertinent building permit. Any building permits for renovations, remodeling or changes in use to previously permitted and occupied buildings prior to the completion of all Full Funding Responsibility intersection mitigations that result in net new vehicle trips will be subject to the same process.

Prior to the issuance of a building permit for each new building, the Developer shall pay to City a transportation fair share fee of $2,474.18 per PM peak hour trip based on the calculated number of vehicle trips for each new building. The per trip fair share fee was determined by summing the Project's fair share of the estimated costs of mitigation measures for impacts to intersections located in the Cities of Santa Clara, San Jose, Sunnyvale, and those under the jurisdiction of the County of Santa Clara, totaling $14,292,901 plus the Project's voluntary contribution to the Santa Clara Valley Transportation Authority (VTA) for impacts to freeway segments in Santa Clara and San Mateo Counties in the amount of $16,164,220, divided by the 12,310 PM peak hour trips projected to be generated by the Project. The fee will be allocated among pertinent jurisdictions as follows: VTA 53.07%; County of Santa Clara 32.97%; City of San Jose 13.25%; City of Sunnyvale 0.11%; and City of Santa Clara 0.60%. Any building permits for renovations, remodeling or changes in use to previously permitted and occupied buildings that result in net new vehicle trips will be subject to the fee on the basis of net new PM peak hour vehicle trips until the full amount of the combined fair share fee and voluntary contribution of $30,457,121 has been paid, after which no additional fee shall be paid. Site access improvements will be built as required by DAP conditions of approval.

EXHIBIT MMRP-1
Related Santa Clara DAP 1, Phase 1 Project – Intersection Mitigation Sensitivity Analysis Results: Full Funding Responsibility
Planning/CEQA File # PLN2019-14186 (PLN2014-10554/CEQ2014-01180)
State Clearinghouse # 2014072078

ID	Intersection	Jurisdiction/CMP[20]	Mitigation Measure[21]	Impact Peak Hour	Project Trips	Project Phase
22	Agnew Road-De La Cruz Boulevard/Montague Expressway	Santa Clara County (CMP)	Partial Mitigation: Add a second northbound left-turn lane.	AM	450	Phase 1
54	Lawrence Expressway/ Benton Street	Santa Clara County	Partial Mitigation: Add a second southbound left-turn lane and a second eastbound left-turn lane.	AM	2,240	Phase 2
55	Lawrence Expressway/ Homestead Road	Santa Clara County (CMP)	Add a third eastbound through lane and a third westbound through lane (Yahoo! Santa Clara Campus TIA, August 2009; City of Sunnyvale Citywide Deficiency Plan, September 2005; and City of Santa Clara Traffic Mitigation Program, June 2011).	AM	2,240	Phase 2
76	San Tomas Expressway/ Walsh Avenue	Santa Clara County	Partial Mitigation: Add a second eastbound left-turn lane.	AM	2,240	Phase 2
82	San Tomas Expressway/ Pruneridge Avenue	Santa Clara County	Partial Mitigation: Add a second northbound left-turn lane.	AM	2,240	Phase 2
8	Great America Parkway/ Tasman Drive*	Santa Clara (CMP)	Partial Mitigation: Add a southbound right-turn lane and add a third westbound left-turn lane.	PM	2,610	Phase 2
48	Lawrence Expressway/ US 101 SB Ramps	Santa Clara County	Convert eastbound left-turn lane to a shared left-/right-turn lane.	PM	2,610	Phase 2
59	Great America Parkway/ Yerba Buena (Great America) Way	Santa Clara	Partial Mitigation: Add a second westbound right-turn lane with an overlap phase and a second southbound left-turn lane.	PM	3,650	Phase 2
60	Great America Parkway/ Old Mountain View-Alviso Road	Santa Clara	Partial Mitigation: Add a second eastbound left-turn lane.	PM	3,650	Phase 2
71	Bowers Avenue/Central Expressway	Santa Clara County (CMP)	Partial Mitigation: Add third southbound left-turn lane and third eastbound left- turn lane.**	PM	3,650	Phase 2

[20] CMP = Congestion Management Program intersection (VTA).
[21] Partial Mitigation: The proposed mitigation measure mitigates the impact at one but not the other peak hour or reduces the delay but not enough to mitigate the impact.

ID	Intersection	Jurisdiction/CMP[20]	Mitigation Measure[21]	Impact Peak Hour	Project Trips	Project Phase
57	Great America Parkway/ SR 237 WB Ramps	San José (CMP)[22]	Add third westbound left-turn lane and associated receiving lane under underpass. Add a second westbound right-turn lane. Include safe and convenient bicycle and pedestrian facilities along Great America Parkway. Intersections #58 and #123 would also need to be modified to accommodate these intersection improvements.[23]	AM	2,690	Phase 3
58	Great America Parkway/ SR 237 EB Ramps	Santa Clara (CMP)	Add third southbound through lane and a second eastbound right-turn lane.[24]	AM	2,690	Phase 3
123	Great America Parkway/ Gold Street Connector	San José	Add a second northbound right-turn lane.[25]	AM	2,690	Phase 3
79	San Tomas Expressway/ Benton Street*	Santa Clara County	Add a second eastbound left-turn lane.	AM	3,140	Phase 3
120	De La Cruz Boulevard/ Laurelwood Road	Santa Clara	Reconfigure the northbound and southbound approaches to include one left-turn lane, one through, and one shared through/right-turn lane; change the phasing from split to protected in the northbound and southbound directions; and increase cycle length.	AM	3,140	Phase 3
14	Lick Mill Boulevard/ Tasman Drive	Santa Clara	Partial Mitigation: Reconfigure northbound and southbound approach to two left- turn lanes, one through lane, and one right-turn lane. Change the northbound/southbound signal phasing from split to protective. Add a second westbound left-turn lane.	PM	4,690	Phase 3
23	Lick Mill Boulevard/ Montague Expressway	Santa Clara County	Add a third southbound left-turn lane.	PM	5,730	Phase 4
96	Lafayette Street/ Montague Expressway WB Ramps	Santa Clara	Add second westbound right-turn lane with an overlap phase and a second southbound left-turn lane.	AM	6,730	Phase 7

[22] An LOS D threshold is used for study intersections within San José, including CMP designated intersections. Santa Clara County intersections in San José use an LOS E threshold.
[23] Intersection #58 (Great America Parkway/SR 237 EB Ramps) and #123 (Great America Parkway/Gold Street Connector) are not impacted intersections, but would need to be modified to accommodate the improvements at Intersection #57 (Great America Parkway/SR 237 WB Ramps).
[24] Intersection #58 (Great America Parkway/SR 237 EB Ramps) and #123 (Great America Parkway/Gold Street Connector) are not impacted intersections, but would need to be modified to accommodate the improvements at Intersection #57 (Great America Parkway/SR 237 WB Ramps).
[25] Intersection #58 (Great America Parkway/SR 237 EB Ramps) and #123 (Great America Parkway/Gold Street Connector) are not impacted intersections, but would need to be modified to accommodate the improvements at Intersection #57 (Great America Parkway/SR 237 WB Ramps).

ID	Intersection	Jurisdiction/CMP[20]	Mitigation Measure[21]	Impact Peak Hour	Project Trips	Project Phase
84	Gold Street/Gold Street Connector	San José[26]	Convert northbound through lane to a shared left-turn/ through lane, add a second northbound left-turn lane and second eastbound right-turn lane. (move pedestrian crossing to north leg of intersection).	AM	7,180	Phase 7
114	Calle Del Sol/Calle Del Luna	Santa Clara	Signalize.	PM	8,340	Phase 7
90	Lafayette Street/Calle De Luna	Santa Clara	Reconstruct the westbound approach to include two left-turn lanes and one right- turn lane.	AM	8,970	Phase 8
13	Calle Del Sol/Tasman Drive*	Santa Clara	Add a westbound right-turn lane. Reconfigure southbound approaches to include two left-turn lanes and one right-turn lane with overlap phase.	PM	9,380	Phase 8
73	Bowers Avenue/Monroe Street	Santa Clara	Add a northbound and a southbound left-run lane. Change the northbound and southbound from split to protected left-turn phasing.	PM	10.420	Phase 8
94	Lafayette Street/Agnew Road	Santa Clara	Add a second eastbound left-turn lane and a second southbound left-turn lane.	PM	10,420	Phase 8
109	Liberty Street/Taylor Street	San José[27]	Signalize. Off-setting Mitigation: Construct traffic control devices to divert traffic from entering the Alviso neighborhood.**	PM	10,420	Phase 8

Notes:

Based on information concerning funding sources and status of planning for and construction of transportation improvements identified in the EIR as being 100% the responsibility of the Project Developer, the City Engineer has made relatively minor changes to the responsibilities for implementing such measures; those adjustments are reflected in this table.

* Intersection improvement identified at this intersection under existing or background no-project conditions. See Appendix 3.3-D of the City Place Santa Clara Project Draft Environmental Impact Report (October 2015).

** City-preferred mitigation option.

Source: Fehr & Peers, 2016.

[26] An LOS D threshold is used for study intersections within San José, including CMP designated intersections. Santa Clara County intersections in San José use an LOS E threshold.

[27] An LOS D threshold is used for study intersections within San José, including CMP designated intersections. Santa Clara County intersections in San José use an LOS E threshold.

EXHIBIT MMRP-1
Related Santa Clara DAP 1, Phase 1 Project – Costs for Certain Full Funding Responsibility
Planning/CEQA File # PLN2019-14186 (PLN2014-10554/CEQ2014-01180)
State Clearinghouse # 2014072078

ID	Intersection	Mitigation	Total Cost	Basis of Cost
48	Lawrence Expressway/ US 101 SB Ramps	Convert eastbound left turn lane to a shared left/right turn lane.	**$13,500**	The cost estimate was prepared by BKF Engineers and accepted by the City. The cost estimate assumes that the work is limited to striping.
55	Lawrence Expwy/ Homestead Rd	Add a third eastbound through lane and a third westbound through lane (Yahoo! Santa Clara Campus TIA, August 2009; City of Sunnyvale Citywide Deficiency Plan, September 2005; and City of Santa Clara Traffic Mitigation Program, June 2011).	**$2,841,800**	The cost estimate was prepared by BKF Engineers and accepted by the City. The cost estimate assumes that 10' turn lanes and 11' through lanes will be implemented. While the Project has 100% responsibility for this mitigation, the project's responsibility for the cost is reduced by previous contributions made by Yahoo ($96,060) and the County of Santa Clara ($400,000). Right of way for this mitigation has been previously dedicated by Kaiser negating the need for the Project to acquire any right of way for mitigation. The Project will make a monetary contribution equal to its cost responsibility in lieu of constructing the mitigation.
57	Great America Pkwy/ SR 237 WB Ramps	Add third westbound left-turn lane and associated receiving lane under underpass. Add a second westbound right-turn lane.	**$2,351,652**	The Total Cost includes both local road work and freeway ramp work. The cost estimate was prepared by BKF Engineers and accepted by the City. The cost of the local road work is estimated at $963,508 and the freeway ramp work at $1,388,144. Since the freeway ramp work will be performed concurrently with the intersection mitigation, the estimated cost of the freeway ramp work is deducted from the Freeway Fair Share voluntary contribution amount.
82	San Tomas Expwy/ Pruneridge Ave	Partial Mitigation: Add a second northbound left-turn lane.	**$271,900**	The cost estimate was prepared by BKF Engineers and accepted by the City after concurrence with the cost by the County. The estimate assumes that the second northbound left turn lane will be implemented by the County as part of the San Tomas widening project.

ID	Intersection	Mitigation	Total Cost	Basis of Cost
84	Gold Street/Gold Street connector	Convert northbound through lane to a shared left-turn/through lane, add second northbound left-turn lane and a second eastbound right-turn lane (move pedestrian crossing to north leg of intersection).	**$735,100**	In order to avoid modifications to existing electrical transmission line towers, the City waived the mitigation requirement to add a second northbound left turn lane. The City also agreed to include a surveillance camera at the intersection as requested by the City of San Jose. The cost estimate was prepared by BKF Engineers and accepted by the City. The estimated cost includes $685,100 for the intersection mitigation and an additional $50,000 for the surveillance camera requested by the City of San Jose. The estimated cost assumes that 11' lanes will be implemented and the work associated with the addition of the surveillance camera does not require a new signal controller or installation of equipment to the control station.
109	Liberty St/Lewis St	Signalize.	**$300,000**	The City of San Jose requested that the intersection not be signalized per the mitigation. The City of Santa Clara will provide the City of San Jose with the monetary equivalent of the cost of installing a signal. BKF Engineers estimated and the City of Santa Clara concurred with a cost for signalization of $300,000.
123	Great America Pkwy/ Gold Street connector	Add a second northbound right-turn lane (from Int. 57 dual westbound right-turn lanes).	$ ––	The cost of this work is included in the cost estimate for intersection #57.

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Attachment B

Related Santa Clara DAP1, Phase 1 Traffic Report

Related Santa Clara

City Place Santa Clara

Phase 1 DAP Traffic Report

01-17-2020 Phase 1 DAP Traffic Report

Draft 4 | January 17, 2020

This report takes into account the particular instructions and requirements of our client.

It is not intended for and should not be relied upon by any third party and no responsibility is undertaken to any third party.

Job number 239661-00

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ARUP

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Appendices

Appendix A

City Place Trip Generation

Appendix B

Traffix Outputs

Executive Summary

Project Description

Phase 1 of City Place Santa Clara would provide a mix of uses, including residential / serviced apartment, hotel, retail, and office uses within the southern portion of the overall Project site. Phase 1 program will be confined to the area referred to in the EIR as "Parcel 5", bounded by Stars and Stripes Drive, Tasman Drive, Avenue A and Avenue C. **Table ES.1** summarizes the development program for Phase 1.

Table ES.1: Phase 1 Land Use Program

Parcel	Land Use	Program	Notes
5	Office	440 ksf	
	Hotel	480 rooms	
	Residential / Serviced Apartments	200 units	
	Retail	21.4 ksf	
	Restaurants	29.6 ksf	6.2 ksf Fast Casual 23.4 ksf Quality Dining

Trip Generation and Trip Reductions

The trip generation for Phase 1 has been estimated using the trip rates as described below, including a mixed-use reduction based on the MXD tool developed by Fehr & Peers, and a public transit reduction. This trip generation methodology adopted for this DAP Phase 1 is fully consistent with the EIR.

Table ES.2 compares the EIR and Phase 1 trips. The Phase 1 program is expected to generate between 190 and 310 fewer vehicle trips during the peak hours, compared to those evaluated in the EIR.

Table ES.2: EIR and Phase 1 Program Peak Hour Trip Comparison

Trip Generation	Daily	AM In	AM Out	AM Total	PM In	PM Out	PM Total
EIR – Enhanced Open Space Program	16,660	660	270	930	560	740	1,300
Phase 1	13,000	570	170	740	390	600	990
Difference	-3,660	-90	-100	-190	-170	-140	-310

Phase 1 Internal Streets Summary and Findings

The Phase 1 traffic assessment analyzes the internal City Center intersections that will be constructed and operational during Phase 1, and existing intersections located along Great America Parkway (between SR 237 and Tasman Drive) and Tasman Drive (between Great America Parkway and Calle del Sol). All study area intersections are expected to operate acceptably during the morning and evening peak hours with the Phase 1 DAP development.

Queuing analysis for the left-turn movements was completed for each existing signalized intersection within the study. The average and 95th percentile queue lengths were evaluated.

For the average queue length, three intersections have queues in the AM or PM peak hour that exceed the current storage length. At these intersections there are four left-turn movements that exceed the storage capacity. However, of these movements only one movement has Phase 1 project related trips assigned to the movement. The westbound left-turn movement at Great America Parkway and Tasman Drive exceeds storage length by 35ft.

For the 95th percentile queue length, four intersections have queues in the AM or PM peak hour that exceed the current storage length. At these intersections there are seven left-turn movements that exceed the storage capacity. However, of these movements only one movement has Phase 1 project related trips assigned to the movement. The westbound left-turn movement at Great America Parkway and Tasman Drive exceeds storage length by 152ft.

For the one movement where Phase 1 project trips contribute to the increase in storage length of the left-turn movements, the following mitigation is identified. **It is noted that additional development phases may require further mitigation and should be considered as part of those applications.**

- Intersection #8 – Provide a total of 655ft of storage capacity for the westbound left-turn movement to meet the 95th percentile queue length.

Travel Demand Management (TDM) Plan

The *Mitigation Monitoring & Reporting Program* identifies mitigation TRA-1.1: Vehicle Trip Reduction with TDM that requires the project to implement a TDM plan that supports the reduction of project office traffic by 4 percent daily and 10 percent in the peak hours. For residential trips, the TDM plan will need to identify measures to reduce daily traffic by 2 percent and peak hour traffic by a minimum of 4 percent.

Overall, the planned Phase 1 program will generate fewer peak hour trips than the estimated EIR vehicle trip threshold. This is due in part to the reduction in the commercial (retail and restaurant) program that was planned for Parcel 5. **Table ES.3** provides a summary of the total vehicle trip thresholds for Phase 1.

Table ES.3: Phase 1 Vehicle Trip Thresholds

	Daily	AM In	AM Out
Phase 1 Vehicle Trip Estimates	13,000	740	990
Phase 1 TDM Reduction Target	-220	-50	-50
Phase 1 Vehicle Trip Threshold	12,780	690	940

1 Introduction

This report has been prepared to provide the results and findings of the traffic analysis of the internal street network for the City Center Phase 1 for City Place, Santa Clara, and performance of signalized intersections along Great America Parkway (between Old Mountain View-Alviso Road and Tasman Drive) and Tasman Drive (between Great America Parkway and Calle del Sol).

1.1 Project Description

Phase 1 of City Place Santa Clara would provide a mix of uses, including residential / serviced apartment, hotel, retail, and office uses within the southern portion of the overall Project site. Table 1.1 summarizes the program by land use for Phase 1.

Phase 1 program will be confined to the area referred to in the EIR as “Parcel 5”, bounded by Stars and Stripes Drive, Tasman Drive, Avenue A and Avenue C.

Phase 1 will include modification / construction of new roadways to support the development and include:

- Realignment of the existing Stars and Stripes Drive (moved north)
- Avenue A – north-south connection between Tasman Drive and Stars and Stripes Drive
- Centennial Boulevard – realigned and extended between Tasman Drive and Stars and Stripes Drive
- Avenue C – north-south connection between Tasman Drive and Stars and Stripes Drive and continuing to the connection of Station Road. A temporary two-lane roadway will also be constructed from Station Road that will connect to Great America Parkway (along the same alignment as the future City Place Parkway)
- Tasman Eastbound Slip Ramp - new one-way roadway to provide connection from eastbound Tasman Drive to Stars and Stripes Drive, providing connection to the Great America Station and Phase 1 below grade parking / service access.

Figure 1.1 provides a summary of the site plan, development blocks and roadways to be constructed during Phase 1.

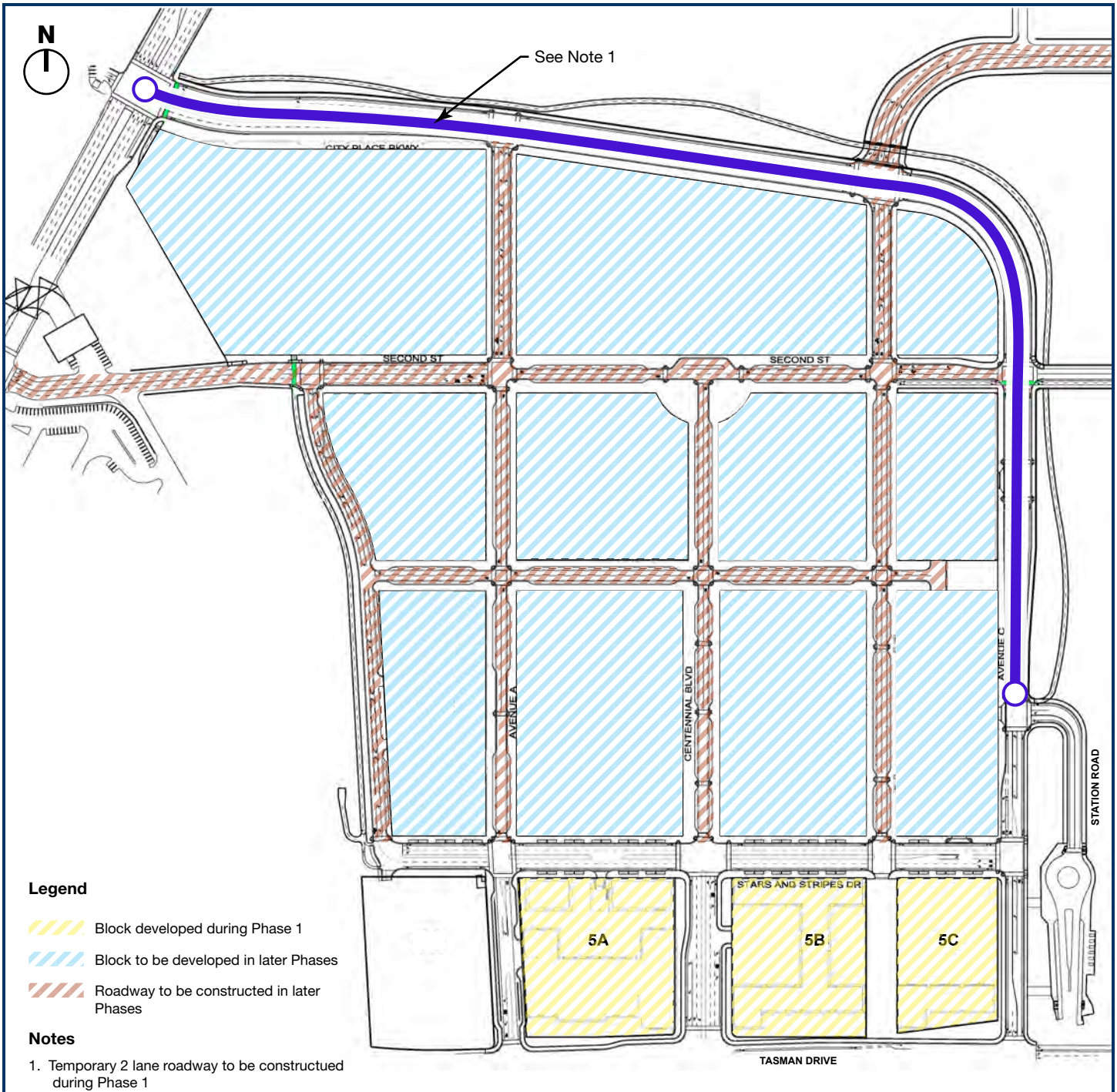

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Figure 1.1
Phase 1 Block Development and Constructed Roadways
City Place, Santa Clara

The proposed development program for Phase 1 is outlined in **Table 1.1**.

Table 1.1: Phase 1 Land Use Program

Parcel	Land Use	Program	Notes
5	Office	440 ksf	
	Hotel	480 rooms	
	Residential / Serviced Apartments	200 units	
	Retail	21.4 ksf	
	Restaurants	29.6 ksf	6.2 ksf Fast Casual 23.4 ksf Quality Dining

1.2 Study Area

Phase 1 will include construction of the following new roadways to provide access and circulation to the project:

- Avenue A: New roadway connecting from Tasman Drive (existing) to Stars and Stripes Drive
- Centennial Boulevard: Reconfiguration between Tasman Drive and Stars and Stripes Drive
- Avenue C: New roadway connecting from Tasman Drive (existing) to City Place Parkway (Temp Road)
- Stars and Stripes Drive: realignment of existing Stars and Stripes Drive north between Avenue A and Avenue C
- City Place Parkway (Temp Road): New roadway connecting from Great America Parkway (existing) to Avenue C

The traffic analysis notes the following key assumptions with regards to the traffic circulation:

- New bridges crossing UP railroad over Lafayette Street are not constructed during this phase, therefore access from Lafayette will be via Calle del Luna and Calle del Sol to Tasman Drive.

Figure 1.2a and **Figure 1.2b** illustrate the external and internal intersections studied.

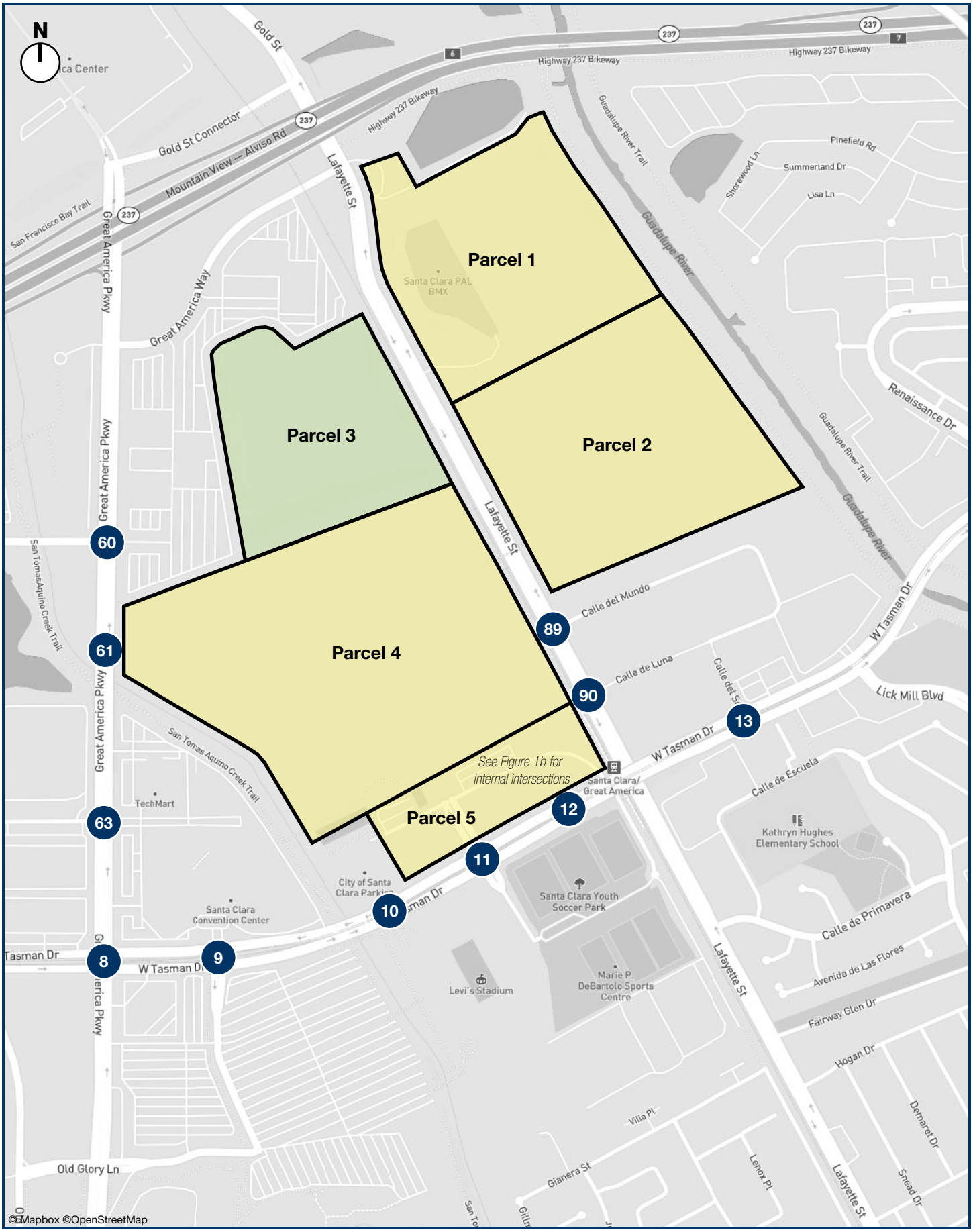

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Figure 1.2a
Phase 1 External Study Intersections
City Place, Santa Clara

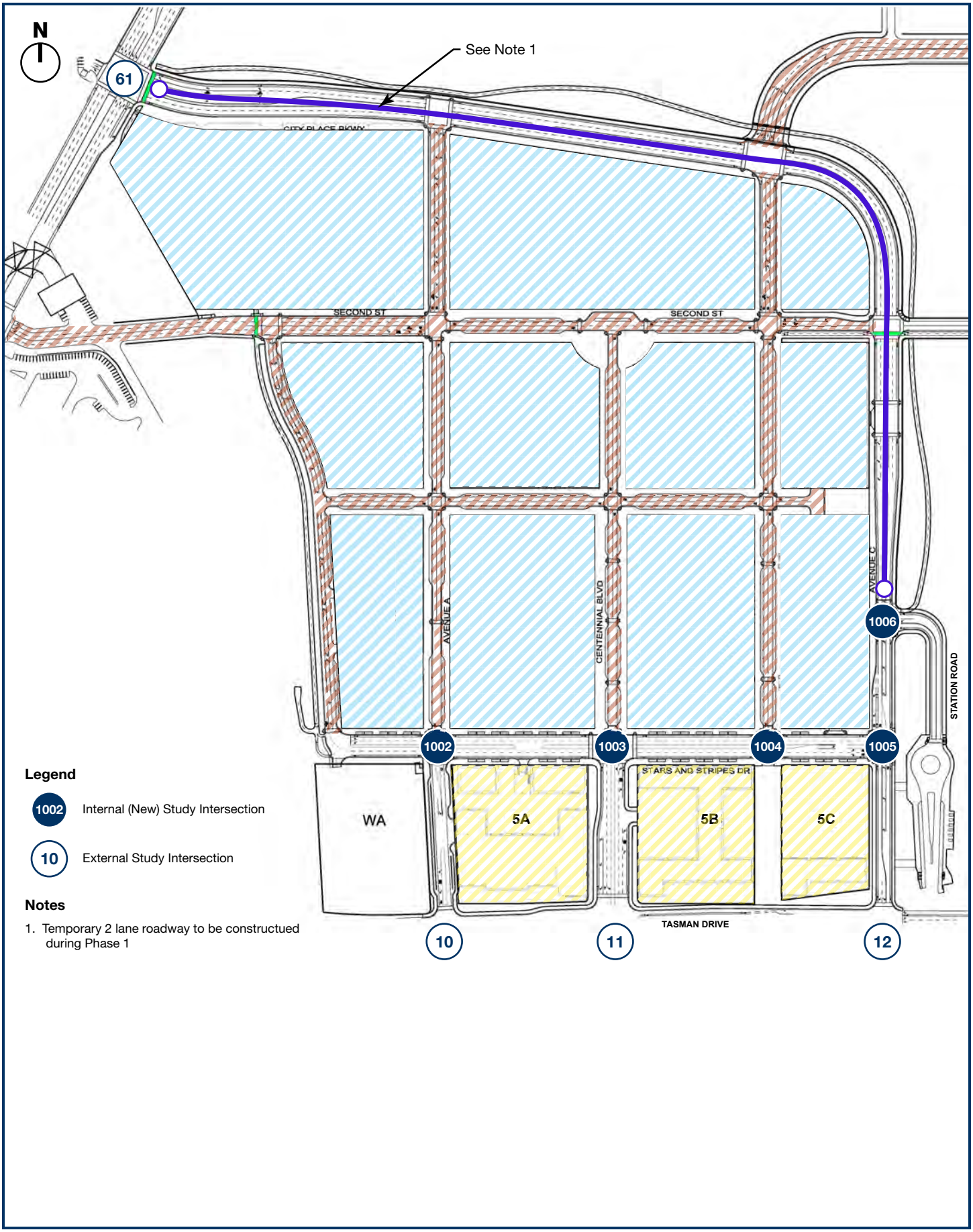

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Figure 1.2b
Phase 1 Internal Study Intersections
City Place, Santa Clara

2 Methodology and Performance Criteria

To assess Phase 1 of development, trip generation estimates are developed consistent with the methodology used in the City Place Santa Clara Project Final EIR, April 2016 (EIR). Further information on the trip generation is provided in Section 3.

The traffic assessment analyzes the internal City Center intersections that will be constructed and operational during Phase 1, and existing intersections located along Great America Parkway (between Old Mountain View-Alviso Road and Tasman Drive) and Tasman Drive (between Great America Parkway and Calle del Sol). This will ensure that traffic patterns without the Lafayette Street / UP Railroad bridge crossings are fully assessed.

Regional traffic distribution patterns and project trip assignment utilizes similar assumptions as the EIR, with changes to account for the changes to the street network for Phase 1. To account for future traffic volumes associated with other projects in the area, the baseline traffic is based upon the Background Conditions as presented in the EIR.

The traffic analysis has been completed using Traffix software to assess the performance of intersections using the Highway Capacity Manual 2000 (HCM 2000) methodology and is consistent with VTA Traffic Level of Service Analysis Guidelines and City Place EIR.

The traffic assessment evaluates the performance of intersections based on Level of Service (LOS). LOS is a qualitative measure of the operational performance of the intersection on a grade from LOS A (best) to LOS F (worst). The LOS relates to the average delay per vehicle with LOS A representing little to no delay and LOS F with unacceptable delay to most drivers.

For non-CMP signalized intersections, LOS D or better operations is the performance metric used for the evaluation, with average vehicle delay less than 55.0 seconds. For CMP signalized intersections (#8), LOS E or better operations is the performance metric used for evaluation, with average vehicle delay less than 80.0 seconds. **Table 2.1** provides a summary of the LOS standards and average vehicle delay for signalized intersections.

Table 2.1: Signalized Intersection LOS Standards

LOS	Definition	Average Control Delay per Vehicle (seconds)
A	Operations with very low delay occurring with favorable progression and / or short cycle lengths	<10.0
B	Operations with low delay occurring with good progression and / or short cycle lengths	10.1 to 20.0
C	Operations with average delays resulting from fair progression and / or longer cycle lengths. Individual cycle failures begin to appear	20.1 to 35.0
D	Operations with longer delays due to a combination of unfavorable progression, long cycle lengths, and high volume-to-capacity (V / C) ratios. Many vehicles stop and individual cycle failures are noticeable	35.1 to 55.0
E	Operations with high delay values indicating poor progression, long cycle lengths, and high V / C ratios. Individual cycle failures are frequent occurrences	55.1 to 80.0
F	Operations with delays unacceptable to most drivers occurring due to over-saturation, poor progression, or very long cycle lengths	> 80.0

Source: Traffic and Level of Service Guidelines, VTA CMP June 2003.

For un-signalized all-way stop sign intersections, the performance evaluation is based upon the average control delay per vehicle (in seconds), for two-way or side-street stop-controlled intersection, the worst-case approach delay is reported. **Table 2.2** provides a summary of the LOS Standards for un-signalized intersections.

Table 2.2: Un-signalized Intersection LOS Standards

LOS	Definition	Average Control Delay per Vehicle (seconds)
A	Little or no delay.	<10.0
B	Short traffic delay.	10.1 to 15.0
C	Average traffic delays.	15.1 to 25.0
D	Long traffic delays.	25.1 to 35.0
E	Very long traffic delays.	35.1 to 50.0
F	Extreme traffic delays with intersection capacity exceeded.	> 50.0

Source: Traffic and Level of Service Guidelines, VTA CMP June 2003.

3 Project Trip Generation, Distribution and Assignment

To evaluate the future performance of the roadways, the building program is used to estimate future project trips and assigns the vehicle trips to the local network based upon the regional distribution patterns used in the EIR. Sections 3.1 to 3.3 summarize the project trip generation, distribution and assignment used in the analysis.

3.1 Project Trip Generation

The trip generation for Phase 1 has been estimated using the trip rates as described below, including a mixed-use reduction based on the MXD tool developed by Fehr & Peers, and a public transit reduction. This trip generation methodology adopted for this DAP Phase 1 is fully consistent with the EIR.

Office – The EIR uses a local Silicon Valley Rate per employee for the office land use and is based on an employee density of 270sq.ft per person.

Hotel – The hotel trip rate in the EIR is based upon ITE Trip Generation Manual (9th Edition) LU Code 310 trip rates. The average rate is used for the AM and PM peak hours.

Restaurants – In the EIR, the food & beverage used a mix of different restaurant types for estimating restaurant trips. The land use types included High-turnover (ITE 932), Quality / Fine Dining (ITE 931) and Fast-food (ITE 934). With the refinement of the program, fast-food locations are not being proposed as part of the project, therefore this land use and trip rate is replaced with Fast-casual dining (ITE 930) trip rates, which more accurately reflects the proposed use. The average rate is used for Daily, AM, and PM peak hour calculations.

Residential / Serviced Apartments – The residential trip rate used in the EIR is based upon ITE Trip Generation Manual (9th Edition) LU Code 220 trip rates. The fitted curve rate is used for the Daily, AM and PM peak hour calculations.

Retail – The EIR used Shopping Center (ITE 820) trip rates for estimation of the retail trips at City Place. The EIR used fitted curve equation for daily and peak hours. It is noted that the EIR assessed all retail (for Parcels 4 and 5) as a single land use using the fitted curve equations. Phase 1 is assessed using the fitted curve equation, therefore as additional phases are constructed, the trip rates per ksf will adjust to reflect the adjustments to the fitted curve.

Table 3.1: Phase 1 Trip Generation Rates

Land Use	Units	Daily Trip Rate	AM Peak Hour Trip Rate	PM Peak Hour Trip Rate
Office	per employee	2.95	0.31	0.30
Hotel	per room	8.17	0.53	0.60
Residential / Serviced Apartments	per unit	6.70	0.50	0.65
Retail	per ksf	116.36	2.80	9.81
Restaurants	per ksf	137.16	1.10	9.12

Source:

Office – Silicon Valley Local Office Rate, per EIR. Office density of 270sf per employee.

Hotel – ITE 9th Edition LU 310. Fitted curve for daily, average rate for AM and PM peak hours

Residential / Serviced Apartments – ITE 9th Edition LU 220. Fitted curve for daily, AM and PM peak hours

Retail – ITE 9th Edition LU 820. Fitted curve for daily, AM and PM peak hours

Restaurants – ITE 9th and 10th Edition. LU 930 and 931. Average for daily, AM and PM peak hours. Blended rate, see Appendix A1 for breakdown.

Table 3.2 provides a summary of the Phase 1 Program and peak hour vehicle trips assessed in this traffic assessment.

Table 3.2: Phase 1 Land Use Program and Trip Generation (excludes mixed-use reductions)

Parcel	Land Use	Program	Daily	AM Peak Hour	PM Peak Hour
5	Office	440 ksf	4,800	500	490
	Hotel	480 rooms	3,920	250	290
	Residential / Serviced Apartments	200 units	1,340	100	130
	Retail	21.4 ksf	2,490	60	210
	Restaurants	29.6 ksf	4,060	30	270
		Total	**16,610**	**940**	**1,390**

As in the EIR, the mixed-use reductions were estimated using Fehr & Peers MXD tool, a proprietary tool that estimates reductions based on program use. Fehr & Peers MXD reductions are provided in Appendix A2. **Table 3.3** provides a summary table of the reductions applied for Phase 1 program, including the public transit reduction. The office program was not included in the mixed-use reduction since Silicon Valley office rates are being used and already include a TDM reduction.

Table 3.3: Phase 1 Reductions

Land Use		Daily	AM In	AM Out	AM Total	PM In	PM Out	PM Total
Office	Gross	4,800	450	50	500	100	390	490
	5% Public Transit Reduction	-240	-25	0	-25	-5	-20	-25
	Sub-total	4,560	425	50	475	95	370	465
Retail	Gross	2,490	40	20	60	100	110	210
	Mixed-use Reduction	-620	-15	-5	-20	-40	-45	-85
	5% Public Transit Reduction	-90	0	0	0	-5	-5	-10
	Sub-total	1,780	25	15	40	55	60	115
Restaurants	Gross	4,060	20	10	30	170	100	270
	Mixed-use Reduction	-1,010	-10	-5	-15	-65	-40	-105
	5% Public Transit Reduction	-155	0	0	0	-5	0	-5
	Sub-total	2,895	10	5	15	100	60	160
Hotel	Gross	3,920	150	100	250	150	140	290
	Mixed-use Reduction	-970	-50	-40	-90	-55	-55	-110
	5% Public Transit Reduction	-145	-5	-5	-10	-5	-5	-10
	Sub-total	2,805	95	55	150	90	80	170
Residential / Serviced Apartments	Gross	1,340	20	80	100	80	50	130
	Mixed-use Reduction	-330	-5	-30	-35	-30	-20	-50
	5% Public Transit Reduction	-50	0	-5	-5	0	0	0
	Sub-total	960	15	45	60	50	30	80
	Total	13,000	570	170	740	390	600	990

Table 3.4 provides a comparison of the Phase 1 trips against the Parcel 5 trips as assessed in the EIR. Appendix A3 provides a breakdown of the Full Build project trips as evaluated in the EIR. As shown, the Phase 1 program is expected to generate between 190 to 310 fewer vehicle trips during the peak hours, compared to those evaluated in the EIR.

Table 3.4: EIR and Phase 1 Program Peak Hour Trip Comparison

Trip Generation	Daily	AM In	AM Out	AM Total	PM In	PM Out	PM Total
EIR – Enhanced Open Space Program	16,660	660	270	930	560	740	1,300
Phase 1	13,000	570	170	740	390	600	990
Difference	-3,660	-90	-100	-190	-170	-140	-310

3.2 Project Trip Distribution and Assignment

The regional trip distribution patterns used in the City Place EIR have been used to estimate trips to the regional network. **Figure 3.1a** and **Figure 3.1b** presents the regional gateway distribution patterns used in the assessment. Assignment of the vehicle trips to the local and external network are based upon the most appropriate route choice between the trip origin and destination. Where alternative competing routes are available, trips have been assigned between the choices based upon suitability of the route and engineering judgement. **Table 3.5** summarizes the inbound and outbound vehicle trips for each of the key Phase 1 access locations.

Table 3.5: Phase 1 Inbound and Outbound Trip by Site Access Location

Phase 1 Site Access Location	AM In	AM Out	AM Total	PM In	PM Out	PM Total
Great America Parkway and City Place Parkway (Temp Road)	105	52	157	44	99	143
Tasman Drive and Avenue A	173	21	194	66	190	256
Tasman Drive and Centennial Boulevard	230	80	310	173	273	446
Tasman Drive and Avenue C	15	17	32	44	38	82
Tasman Drive Eastbound Slip Ramp (entry only)	47	0	47	63	0	63
Total	**570**	**170**	**740**	**390**	**600**	**990**

Figure 3.2 presents the project turning movement volumes at the study intersections.

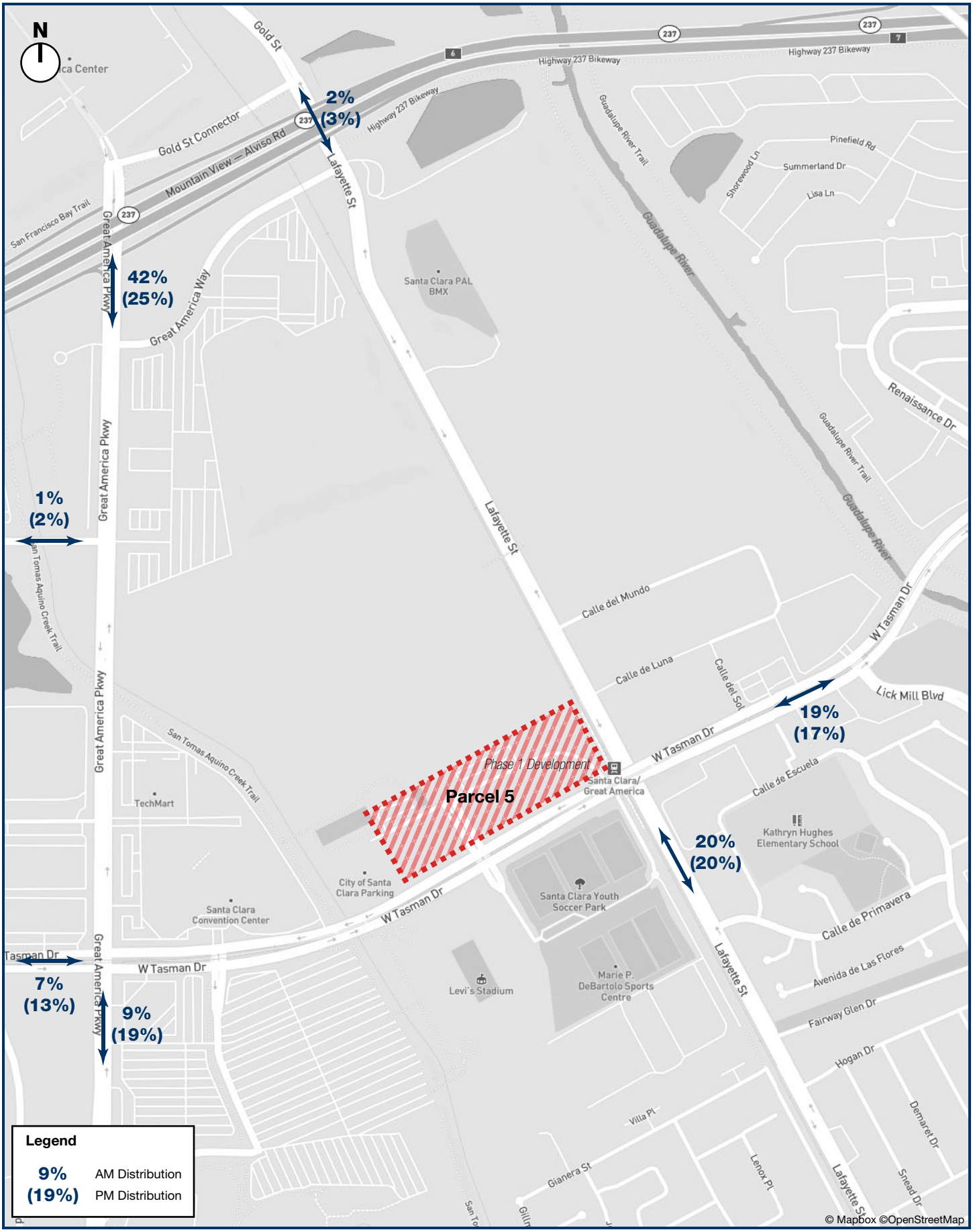

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Figure 3.1
Phase 1 AM and PM Peak Hour Regional Distribution
City Place, Santa Clara

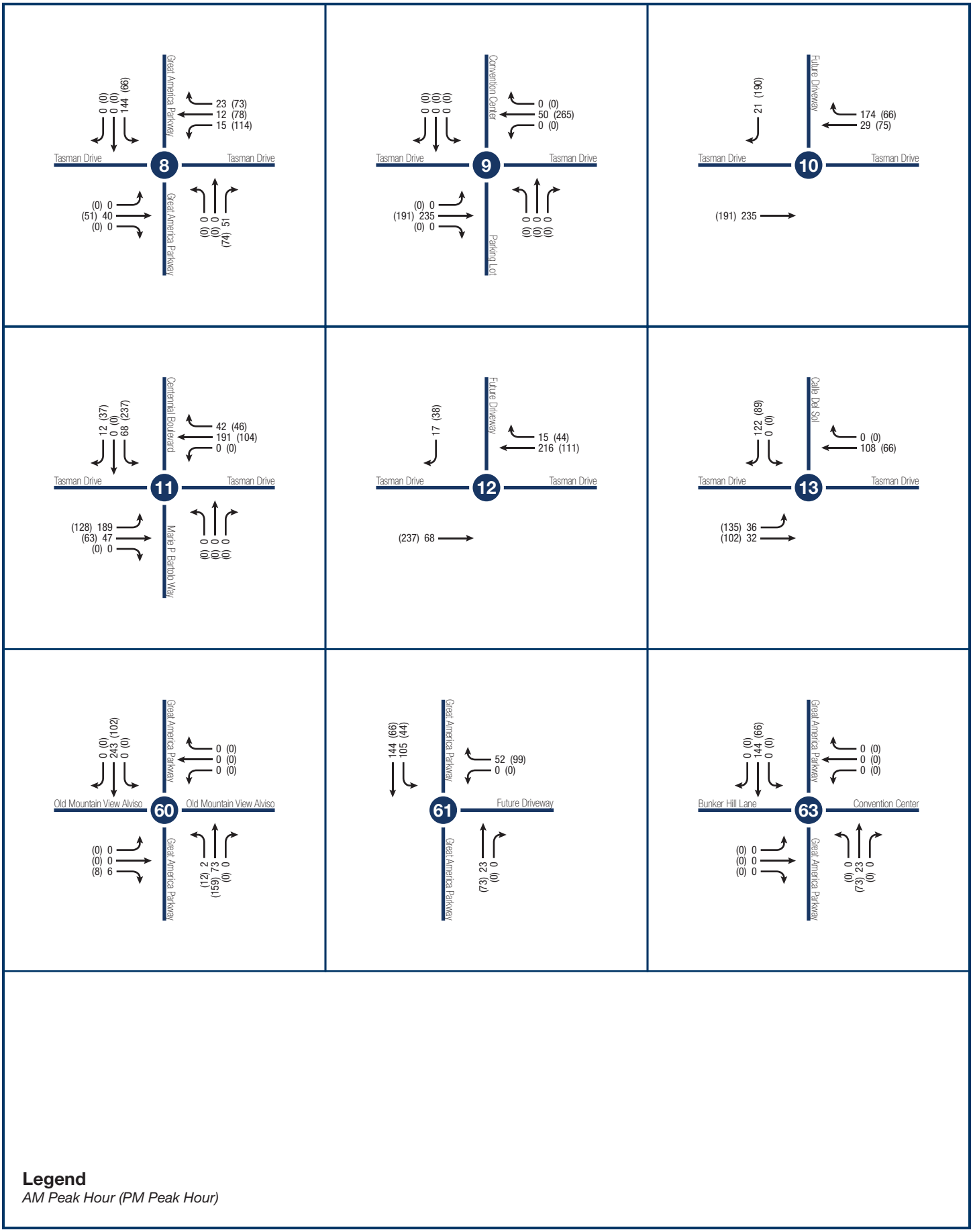

Figure 3.2a
Phase 1 DAP Project Volumes
City Place, Santa Clara

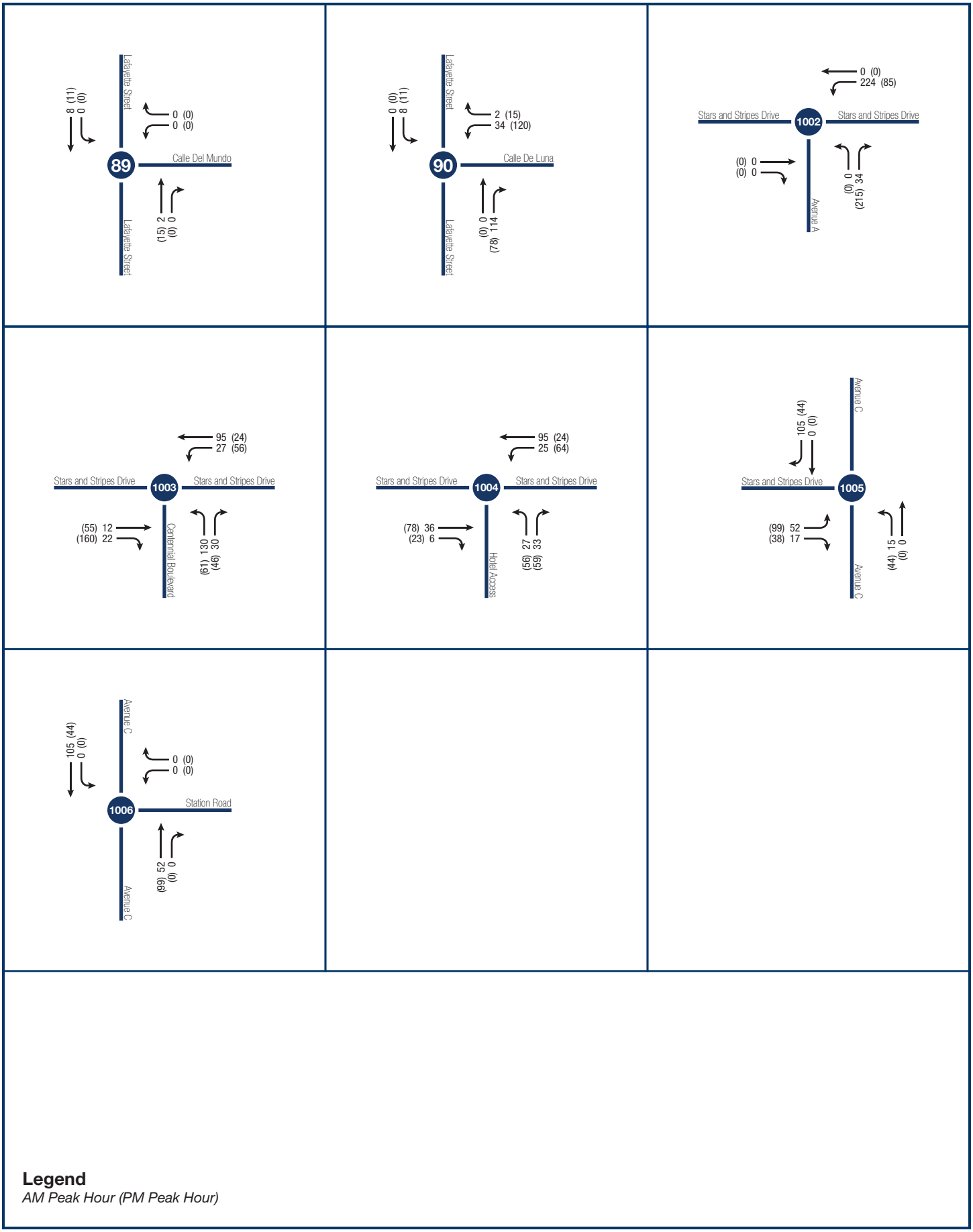

Figure 3.2b
Phase 1 DAP Project Volumes
City Place, Santa Clara

4 Phase 1 Traffic Assessment

4.1 Intersection Level of Service

The Phase 1 traffic assessment analyzes the internal City Center intersections that will be constructed and operational during Phase 1, and existing intersections located along Great America Parkway (between SR 237 and Tasman Drive) and Tasman Drive (between Great America Parkway and Lick Mill Boulevard).

Regional traffic distribution patterns and project trip assignment utilizes similar assumptions as the EIR, with changes to account for the changes to the street network for Phase 1. The baseline traffic is based upon the Background (No Project) Conditions as presented in the EIR. The expected new development trips were added to the baseline traffic to determine the total traffic volumes. **Figure 4.1a** and **Figure 4.1b** shows the total traffic volumes (background volumes plus Phase 1 DAP project trips) for the study area intersections.

The traffic analysis was completed using Traffix software to assess the performance of intersections using the Highway Capacity Manual 2000 (HCM 2000) methodology and is consistent with VTA Traffic Level of Service Analysis Guidelines and City Place EIR. **Table 4.1** shows the LOS results for the study area intersections.

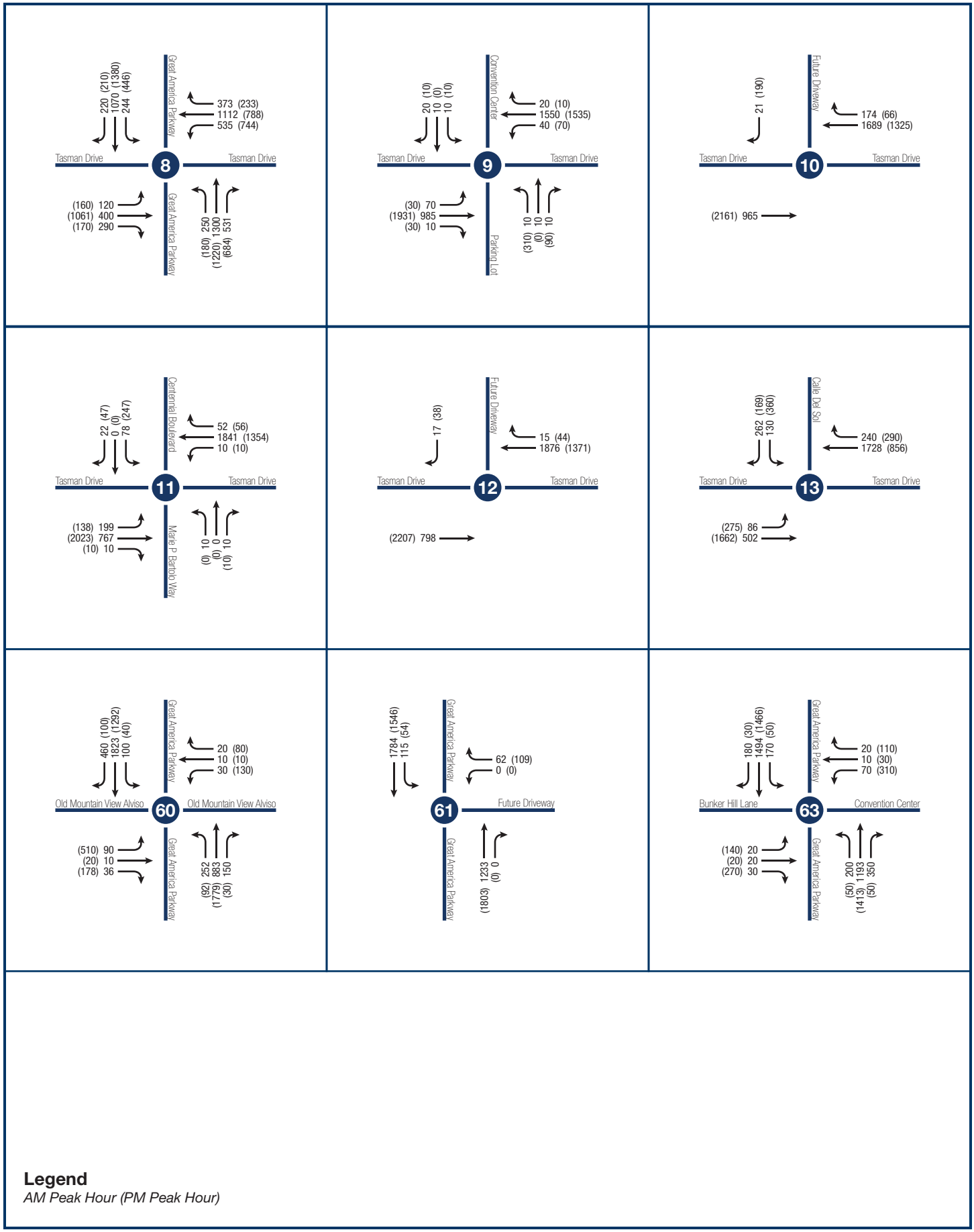

Figure 4.1a
Phase 1 DAP Background Plus Project Volumes
City Place, Santa Clara

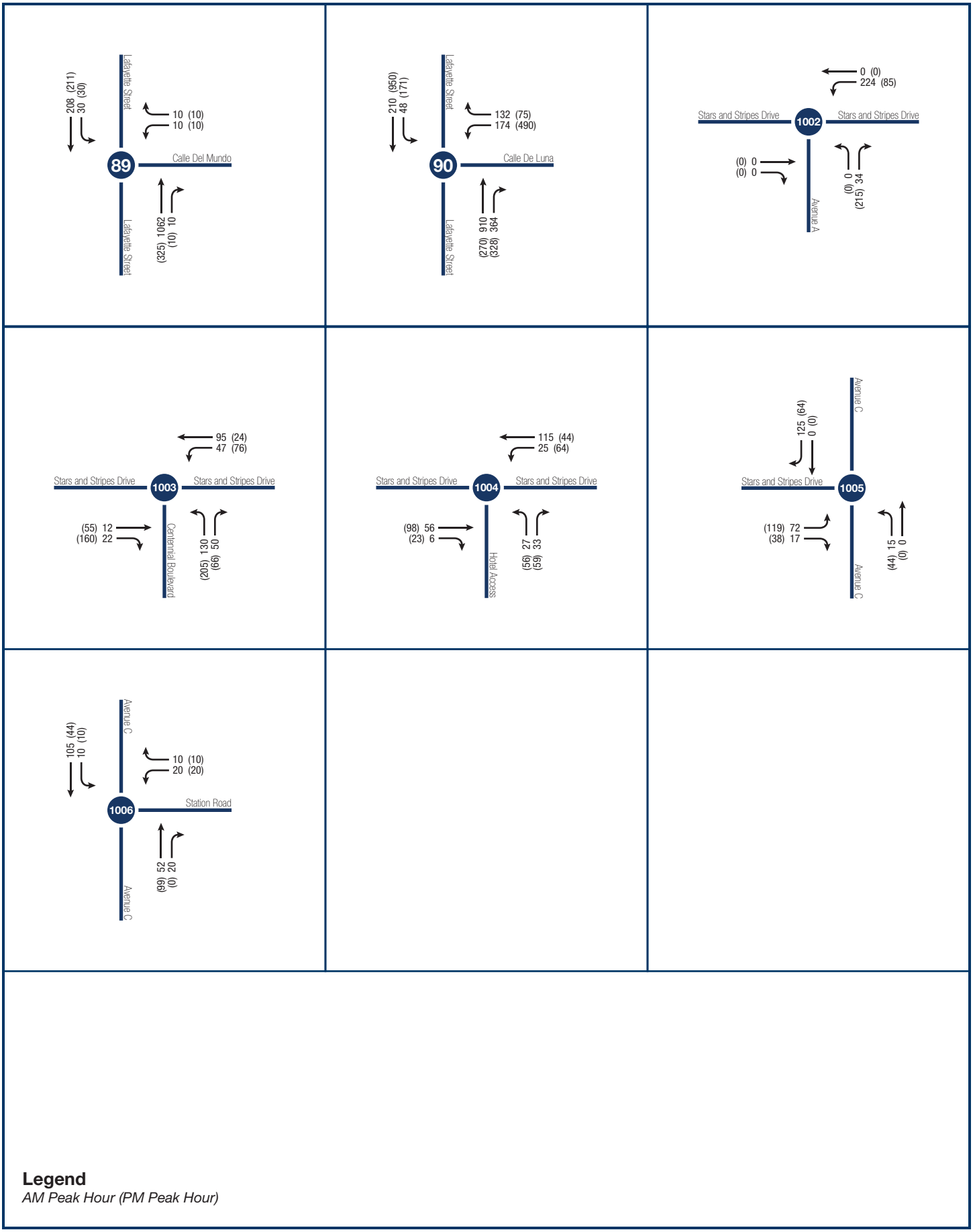

Figure 4.1b
Phase 1 DAP Background Plus Project Volumes
City Place, Santa Clara

Table 4.1: Phase 1 DAP Intersection LOS and Average Delay Results

Int. #	Intersection Name	Control Type	AM Peak Hour		PM Peak Hour	
			LOS	Avg. Delay (sec)[1]	LOS	Avg. Delay (sec)[1]
8	Great America Parkway / Tasman Drive (CMP)	Signalized	D	36.6	E*	69.0
9	Convention Center / Tasman Drive	Signalized	B	17.4	C	25.5
10	Future Driveway (west of Centennial Boulevard) / Tasman Drive	SSSC[1]	C	19.3	C	22.8
11	Centennial Boulevard / Tasman Drive	Signalized	C	23.3	C	28.1
12	Future Driveway (east of Centennial Boulevard) / Tasman Drive	SSSC[1]	C	19.4	C	15.5
13	Calle Del Sol / Tasman Drive	Signalized	B	17.0	C	21.6
60	Great America Parkway / Old Mountain View-Alviso	Signalized	C	21.1	D	43.5
61	Great America Parkway / Future Driveway (south of Old Mountain View-Alviso)	Signalized	B	12.1	B	11.3
63	Great America Parkway / Bunker Hill Lane	Signalized	B	13.1	B	15.7
89	Lafayette Street / Calle Del Mundo	Unsignalized	C	24.9	B	11.8
90	Lafayette Street / Calle Del Luna	Signalized	B	17.1	C	22.9
1002	Stars and Stripes Drive / Avenue A	AWSC	A	9.7	A	7.9
1003	Stars and Stripes Drive / Centennial Boulevard	Signalized	B	12.2	B	14.2
1004	Stars and Stripes Drive / Avenue B	AWSC	A	7.7	A	8.0
1005	Stars and Stripes Drive / Avenue C	AWSC	A	7.8	A	8.2
1006	Avenue C / Station Road	Signalized	B	10.5	B	11.0

[1] Average delay for SSSC is delay on the worst approach, all others are average intersection delay.

As shown in **Table 4.1**, all study area intersections are expected to operate acceptably during the morning and evening peak hours with the Phase 1 DAP development.

The Great America Parkway & Tasmin Drive intersection is expected to operate at LOS E with 69.0 seconds of delay during the evening peak hour. This intersection of Great America Parkway & Tasmin Drive is on the Congestion Management Program (CMP) network, with a threshold of LOS E (80 seconds of delay or less) applies to all CMP intersections. Therefore, the intersection of Great America Parkway & Tasmin Drive is expected to operate acceptably during the morning and evening peak hours.

4.2 Intersection Queuing

The overall volume of traffic for Phase 1 is significantly less than the volume of traffic that was evaluated in the EIR (~10%) and all intersections are operating within the defined performance thresholds, indicating that traffic conditions with Phase 1 should be better than what was studied in the EIR. Nevertheless, the DAP traffic study has assessed left-turn queuing on Great America Parkway and Tasman Drive (within the study area) using the Poisson approximation for queue lengths and the findings of the Phase 1 DAP queue analysis queue lengths indicate that Phase 1 left-turns with project traffic have lower queue lengths than assessed in the EIR.

At this stage, micro-simulation is not recommended due to the overall low volume of traffic and the uncertainty of the later development stages beyond Phase 2 and considering that the Poisson method will provide a reasonable indication of where queues might exceed the available storage length.

For identification of possible queueing deficiencies and responses, the combined Phase 1 and Phase 2 traffic should be considered for determining recommended lengthening where possible, as it is currently anticipated that development of Phases 1 and 2 may occur within a similar timeframe. It is not recommended to complete micro-simulation analysis for combined Phases 1, 2, and 3 at this time, considering the uncertainty in the timing, program and detailed design of Phase 3.

Queuing analysis for the left-turn movements has been completed for each signalized intersection within the study. The queuing analysis uses the Poisson method to estimate the average vehicle queue (50th percentile) and the 95th percentile queue length. It should be noted that the 95th percentile queue is generally a worst-case condition. **Table 4.2** and **Table 4.3** present the 50th and 95th percentile queue lengths for each intersection left-turn movement during the AM and PM peak hours. **Table 4.4** provides a summary of the impacted movements, and improvements to mitigate impacts due to project related traffic.

For the average queue length, three intersections have queues in the AM or PM peak hour that exceed the current storage capacity. At these intersections there are four left-turn movements that exceed the storage capacity. However, of these movements only one movement has Phase 1 project related trips assigned to the movement. The westbound left-turn movement at Great America Parkway and Tasman Drive exceeds storage capacity by 35ft.

For the 95th percentile queue length, four intersections have queues in the AM or PM peak hour that exceed the current storage capacity. At these intersections there are seven left-turn movements that exceed the storage capacity. However, of these movements only one movement has Phase 1 project related trips assigned to the movement. The westbound left-turn movement at Great America Parkway and Tasman Drive exceeds storage capacity by 152ft.

Table 4.2: 50th Percentile Queue Storage Length (Poisson)

Int. #	Intersection	Direction	AM Vehicles Per Hour	PM Vehicles Per Hour	50th Percentile Queue			
					AM Calculated Storage Length	PM Calculated Storage Length	Storage Length Provided (ft)	Sufficient Storage Length?
8	Great America Parkway & Tasman Drive	NBL	250	180	191	166	340	Yes
		SBL	244	446	191	316	445	Yes
		EBL	120	160	104	129	540	Yes
		WBL	535	744	385	**535**	**500**	**No**
9	Convention Center & Tasman Drive	NBL	10	310	0	**200**	**180**	**No**
		SBL	10	10	0	0	50	Yes
		EBL	70	30	74	49	360	Yes
		WBL	40	70	42	67	160	Yes
11	Centennial Boulevard & Tasman Drive	NBL	10	0	0	0	100	Yes
		SBL	78	247	74	174	350	Yes
		EBL	199	138	162	112	380	Yes
		WBL	10	10	0	0	190	Yes
13	Calle del Sol & Tasman Drive	NBL	0	0	0	0	0	Yes
		SBL	130	360	104	254	375	Yes
		EBL	86	275	74	199	660	Yes
		WBL	0	0	0	0	0	Yes
60	Great America Parkway & Old Mountain View-Aviso Road	NBL	252	92	162	87	220	Yes
		SBL	100	40	74	49	110	Yes
		EBL	90	510	74	**274**	**100**	**No**
		WBL	30	130	42	**92**	**75**	**No**
61	Great America Parkway & City Place Parkway (Temp Road / Future Driveway)	NBL	0	0	0	0	200	Yes
		SBL	115	54	104	54	200	Yes
		EBL	10	10	0	0	200	Yes
		WBL	0	0	0	0	200	Yes
63	Great America Parkway & Bunker Hill Lane	NBL	200	50	104	54	150	Yes
		SBL	170	50	104	54	150	Yes
		EBL	20	140	0	50	110	Yes
		WBL	70	310	42	142	200	Yes
90	Lafayette Street & Calle De Luna	NBL	10	0	0	0	630	Yes
		SBL	48	171	42	142	630	Yes
		EBL	0	0	0	0	630	Yes
		WBL	174	490	162	387	630	Yes
1003	Stars and Stripes & Centennial Boulevard	NBL	130	205	74	99	380	Yes
		SBL	0	0	0	0	0	Yes
		EBL	0	0	0	0	0	Yes
		WBL	47	76	42	42	300	Yes

Table 4.3: 95th Percentile Queue Storage Length (Poisson)

Int. #	Intersection	Direction	AM Vehicles Per Hour	PM Vehicles Per Hour	95th Percentile Queue			
					AM Calculated Storage Length	PM Calculated Storage Length	Storage Length Provided (ft)	Sufficient Storage Length?
8	Great America Parkway & Tasman Drive	NBL	250	180	270	245	340	Yes
		SBL	244	446	270	395	445	Yes
		EBL	120	160	160	185	540	Yes
		WBL	535	744	**502**	**652**	**500**	**No**
9	Convention Center & Tasman Drive	NBL	10	310	0	**200**	**180**	**No**
		SBL	10	10	0	0	50	Yes
		EBL	70	30	119	94	360	Yes
		WBL	40	70	74	99	160	Yes
11	Centennial Boulevard & Tasman Drive	NBL	10	0	0	0	100	Yes
		SBL	78	247	119	219	350	Yes
		EBL	199	138	235	185	380	Yes
		WBL	10	10	0	0	190	Yes
13	Calle del Sol & Tasman Drive	NBL	0	0	0	0	0	Yes
		SBL	130	360	160	310	375	Yes
		EBL	86	275	119	244	660	Yes
		WBL	0	0	0	0	0	Yes
60	Great America Parkway & Old Mountain View-Aviso Road	NBL	252	92	235	160	235	Yes
		SBL	100	40	**119**	94	**110**	**No**
		EBL	90	510	**119**	**319**	**100**	**No**
		WBL	30	130	74	**124**	**75**	**No**
61	Great America Parkway & City Place Parkway (Temp Road / Future Driveway)	NBL	0	0	0	0	175	Yes
		SBL	115	54	160	110	175	Yes
		EBL	10	10	0	0	175	Yes
		WBL	0	0	0	0	175	Yes
63	Great America Parkway & Bunker Hill Lane	NBL	200	50	**160**	110	**150**	**No**
		SBL	170	50	**160**	110	**150**	**No**
		EBL	20	140	0	50	110	Yes
		WBL	70	310	74	174	200	Yes
90	Lafayette Street & Calle De Luna	NBL	10	0	0	0	630	Yes
		SBL	48	171	74	174	630	Yes
		EBL	0	0	0	0	630	Yes
		WBL	174	490	235	460	630	Yes
1003	Stars and Stripes & Centennial Boulevard	NBL	130	205	119	144	380	Yes
		SBL	0	0	0	0	0	Yes
		EBL	0	0	0	0	0	Yes
		WBL	47	76	74	74	300	Yes

Table 4.3: 95th Percentile Queue Storage Length (Poisson)

Int. #	Intersection	Impacted Movement	50th Percentile Queue Length (ft)*	95th Percentile Queue Length (ft)*	Storage Length Provided (ft)	Comment
8	Great America Parkway & Tasman Drive	WBL	535	652	500	Project adds 114 vehicle trips during the PM, approximately 15% of the overall left turn volume. Average queue exceeds storage capacity by 35ft, 95th percentile queue exceeds storage capacity by 152ft.
9	Convention Center & Tasman Drive	NBL	200	200	180	No Phase 1 project trips on this movement. Queue exceeds storage capacity by 20ft.
60	Great America Parkway & Old Mountain View-Aviso Road	SBL	Less than storage length	119	110	No Phase 1 project trips on this movement. Queue exceeds storage capacity by 9ft.
		EBL	274	319	100	No Phase 1 project trips on this movement. Queue exceeds storage capacity by 219ft.
		WBL	92	124	75	No Phase 1 project trips on this movement. Queue exceeds storage capacity by 49ft.
63	Great America Parkway & Bunker Hill Lane	NBL	Less than storage length	160	150	No Phase 1 project trips on this movement. Queue exceeds storage capacity by 10ft.
		SBL	Less than storage length	160	150	No Phase 1 project trips on this movement. Queue exceeds storage capacity by 10ft.

For the one movement where Phase 1 project trips contribute to the increase in storage length of the left-turn movements, the following mitigation is identified. **It is noted that additional development phases may require further mitigation and should be considered as part of those applications.**

- Intersection #8 – Provide a total of 655ft of storage capacity for the westbound left-turn movement to meet the 95th percentile queue length.

4.3 EIR Off-site Intersection Mitigation Improvements

The *Mitigation Monitoring & Reporting Program* identifies the mitigation measures that are the full funding responsibility of the project and identifies that project phase and number of project trips that trigger the improvement.

Table 4.3 summarizes the intersection mitigation that will be required as part of Phase 1. The mitigation at intersection 22 is triggered when the project generates 450 or more AM peak hour vehicle trips. Phase 1 is estimated to generate 870 peak hour vehicle trips; therefore, this improvement will be required to be implemented as part of Phase 1.

The other mitigations will not be triggered until later phases, when the project exceeds 2,240 project trips or more.

Table 4.3: Intersection Mitigations for Phase 1

Trip Generation	Jurisdiction	Mitigation	Impact Hour	Project Trips Trigger
22 – Agnew Road-De La Cruz Boulevard / Montague Expressway	Santa Clara County (CMP)	Partial Mitigation – Add a second northbound left-turn lane	AM	450

5 Travel Demand Management (TDM) Plan

The *Mitigation Monitoring & Reporting Program* identifies mitigation TRA-1.1: Vehicle Trip Reduction with TDM that requires the project to implement a TDM plan that supports the reduction of project office traffic by 4 percent daily and 10 percent in the peak hours. For residential trips, the TDM plan will need to identify measures to reduce daily traffic by 2 percent and peak hour traffic by a minimum of 4 percent.

Overall, the planned Phase 1 program will generate fewer peak hour trips than the estimated EIR vehicle trip threshold. This is due in part to the reduction in the commercial (retail and restaurant) program that was planned for Parcel 5. **Table 5.1** summarizes the vehicle trip thresholds for the office and residential program and **Table 5.2** provides a summary of the total vehicle trip thresholds for Phase 1.

Table 5.1: Phase 1 TDM Reductions for Office and Residential Program

Office	Daily	AM Peak Hour	PM Peak Hour
Office			
Vehicle Trips (Phase 1 Estimate)	4,560	475	465
TDM Reduction Target	-185	-45	-45
Vehicle Trip Threshold	4,375	430	420
Residential			
Vehicle Trips (Phase 1 Estimate)	960	60	80
TDM Reduction Target	-35	-5	-5
Vehicle Trip Threshold	925	55	75
Note: Trip reductions rounded to nearest 5 vehicle trips.			

Table 5.2: Phase 1 Vehicle Trip Thresholds

	Daily	AM In	AM Out
Phase 1 Vehicle Trip Estimates	13,000	740	990
Phase 1 TDM Reduction Target	-220	-50	-50
Phase 1 Vehicle Trip Threshold	12,780	690	940

TDM Program Components

Phase 1 of the project includes infrastructure, measures and strategies as part of the overall design program with the aim of reducing single occupancy vehicle trips. These measures and strategies are summarized in Table 8 and form the basis of the overall TDM plan.

Table 8: TDM Program Components

	Program Item	Description
Office TDM Program		
Transportation Management Association (TMA)	TDM Monitoring and Implementation	Organization that will coordinate and provide oversight of the implementation of TDM measures for City Place. The TMA will offer a baseline of TDM services (coordinated for overall benefit of reducing auto trips) and provide guidance / recommendations for individual employee / tenant programs. Maintain and update website and marketing program to disseminate information of TDM program
On-site Support Facilities	Pedestrian Infrastructure	Walking is encouraged within City Center through the incorporation of ample sidewalks and pedestrian cross-walks at intersections. Pedestrian connections are provided between the office program and the nearby Great America LRT Station and Great America Amtrak Station.
	Bicycle Infrastructure	The proposed roadways for City Center include on-street bike lanes with connections into the existing local bicycle network (Along Tasman Drive). Short-term and long-term bike parking will be provided and will be located at convenient locations near the office program (exact parking locations to be determined)
	Transit Infrastructure	Shuttle stop(s) will be provided within convenient walking access of the office program on Block 5A (location to be determined). Off-site transit infrastructure includes the nearby Great America LRT station and Great America Amtrak station, with convenient pedestrian access routes.
	Carpool	Preferential parking spaces located close to building entrances to encourage carpooling
	Car Share Services	Provision of car sharing vehicles for use by office employees. Car sharing services provide office employees access to a car when needed (for off-site meetings, occasional lunch-time errands etc.), without the need for office employees driving their own vehicle to commute.
In-building Support Facilities	Pedestrian and Bicycle Services	The office building will include the provision of changing facilities, showers and short-term locker facilities to encourage commuting through active travel modes.
Residential TDM Program		
Transportation Management Association (TMA)	TDM Coordinator	TDM Coordinator for residents to help provide information related to commuting (to off-site locations), sign-up support for transit pass programs, car-share programs and 511 rideshare programs.
On-site Support Facilities	Pedestrian Infrastructure	Walking is encouraged for residents with ample sidewalks and pedestrian cross-walks at intersections, providing connections to nearby public transit facilities.
	Bicycle Infrastructure	The proposed roadways for City Center include on-street bike lanes with connections into the existing local

	Program Item	Description
		bicycle network (Along Tasman Drive). Bike lanes will also connect to nearby recreational bike paths and trails.
	Transit Infrastructure	Provide in-building information for nearby public transit services, including schedules, maps to nearby transit-stops and stations
	Car Share Services	Provision of car sharing vehicles and car share membership information that provides residents access to vehicles, without the need to own a vehicle.

TDM Plan Monitoring

Monitoring of the TDM plan will be conducted in accordance with the Section F Monitoring and Reporting. This will include the following:

- Annual monitoring and reporting that includes
    - Description of TDM programs in operation over the previous year, results of driveway counts and survey findings
- Traffic counts to collect daily and peak hour traffic volumes at City Place Driveways and parking entrances. Counts will be conducted during school time and collected over a 72-hour period (Tuesday, Wednesday and Thursdays)
- Provide total sum of entering and exiting traffic for the peak hours, adjusted to isolate office and residential parking. Traffic volumes will then be compared to TDM plan trip thresholds to determine TDM plan performance and if the vehicle trip thresholds are being met
- Undertake an employee mode-share survey to determine mode-splits for employees, one year after building occupancy. Subsequent surveys will be conducted if the previous year monitoring results indicated that the vehicle trip thresholds had not been met.

Appendix A

City Place Trip Generation

A1 Restaurant Trip Generation Breakdown

Table A1 provides a breakdown of the restaurant trip rate used for Phase 1 restaurant program.

Table A1: Restaurant Trip Generation Rates for Phase

Land Use	Units	Daily Trip Rate	AM Peak Hour Trip Rate (In / Out)	PM Peak Hour Trip Rate (In / Out)
Fast-Casual	per ksf	315.17	2.07 (67% / 33%)	14.13 (55% / 45%)
Fine / Quality Dining	per ksf	89.95	0.81 (50%/50%)	7.49 (67% / 33%)
Blended Rate	per ksf	137.16	1.10	9.12

A2 Fehr & Peers MXD Reduction

TABLE 3.1
PHASE 1 TRIP GENERATION COMPARISON

Land Use (Units)	ITE Code	Size	Daily	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out	Total
Retail, Residential, Hotel, and Restaurant Uses Trip Generation									
Shopping Center (1,000 square feet)	820	21.4	2,490	40	20	60	100	110	210
Apartment (Dwelling Units)	220	200	1,340	20	80	100	80	50	130
Hotel (Rooms)	310	480	3,920	150	100	250	150	140	290
Quality Restaurant (1,000 square feet)	931	23.4	2,110	10	10	20	120	60	180
Fast Casual Restaurant (1,000 square feet)	930	6.2	1,950	10	0	10	50	40	90
Subtotal			*11,810*	*230*	*210*	*440*	*500*	*400*	*900*
Mixed-Use Reductions			*-2,930*	*-80*	*-80*	*-160*	*-190*	*-160*	*-350*
Subtotal Net New Trips [A]			*8,880*	*150*	*130*	*280*	*310*	*240*	*550*
Office Use Trip Generation									
Office (1,000 square feet)	Local Rates	440	4,800	50	50	500	100	390	490
Subtotal Office Trips [B]			*4,800*	*50*	*50*	*500*	*100*	*390*	*490*
Total Project Trip Generation									
Project Trip Subtotal [A + B = C]			13,680	600	180	780	410	630	1,040
Public Transit Reduction [5%*C = D]			-680	-30	-10	-40	-20	-30	-50
Total Project Trips [C + D = E]			13,000	570	170	740	390	600	990
Comparison									
FEIR Trip Generation [F]			16,660	660	270	930	560	740	1,300
Difference (Results Less than FEIR Estimates) [E - F = G]			-3,660	-90	-100	-190	-170	-140	-310

Notes:

Trip Generation Estimates using the same mixed-use equations in the City of Santa Clara, *City Place Santa Clara Project Environmental Impact Report*, 2016, and updated built environment inputs.

Trip generation estimates do not account for transportation network company (TNCs) (e.g., Uber and Lyft) activity or other emerging trends like autonomous vehicles.

A3 City Place FEIR Trip Generation Summary

Table A1 provides a summary of the trip generation by parcel from the City Place EIR, April 2016. Note this program relates to the *Enhanced Open Space* program, that reallocated office program from Parcel 3 to Parcels 1, 2 and 5, with Parcel 3 becoming public open space.

Table A1: FEIR EOS Land Use Program and Trips

Parcel	Land Use	EOS Program	Daily	AM Peak Hour	PM Peak Hour
1	Office	1,440 ksf	15,720	1,660	1,590
2	Office	2,392 ksf	25,060	2,630	2,560
	Commercial[(a)]	200 ksf	10,130	230	900
3	Park	-	-	-	-
4	Office	2,546.4 ksf	24,840	2,610	2,380
	Commercial[(a)]	1,415 ksf	45,720	1,800	3,420
	Hotel	298 ksf	2,600	160	160
	Residential	-	-	-	-
5	Office	306 ksf	2,830	310	260
	Commercial[(a)]	87 ksf	10,290	370	800
	Hotel	280 ksf	2,450	160	150
	Residential	200 ksf (200 units)	1,090	90	90
	Total	9,164.4 ksf	140,730	10,020	12,310

Notes:
(a) Commercial land use includes retail, entertainment, and food/beverage

Appendix B

Traffix Outputs

Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Summary Scenario Comparison Report (With Average Critical Delay)
Future Volume Alternative

		Background No Project AM				Background Plus Project AM				???						???			
Intersection		LOS	Avg Del (sec)	Crit V/C	Avg Crit Del (sec)	LOS	Avg Del (sec)	Crit V/C	Avg Crit Del (sec)	LOS	Avg Del (sec)	Crit V/C	Crit V/C Change	Avg Crit Del (sec)	Avg Crit Del Change	LOS	Avg Del (sec)	Crit V/C	Avg Crit Del (sec)
#8	Great America Parkway / Tasman Drive (CMP)	C	34.7	0.854	37.2	D	36.6	0.865	38.2	?	xx.x	x.xxx	x.xxx	xx.x	xx.x	?	xx.x	x.xxx	xx.x
#9	Convention Center / Tasman Drive	B	17.3	0.533	17.2	B	17.4	0.549	17.7	?	xx.x	x.xxx	x.xxx	xx.x	xx.x	?	xx.x	x.xxx	xx.x
#10	Avenue A (Future Driveway) / Tasman Drive					C	19.3	0.077	0.1	?	xx.x	x.xxx	x.xxx	xx.x	xx.x	?	xx.x	x.xxx	xx.x
#11	Centennial Boulevard / Tasman Drive	B	17.8	0.524	18.1	C	23.3	0.660	25.6	?	xx.x	x.xxx	x.xxx	xx.x	xx.x	?	xx.x	x.xxx	xx.x
#12	Avenue C / Tasman Drive					C	19.4	0.064	0.1	?	xx.x	x.xxx	x.xxx	xx.x	xx.x	?	xx.x	x.xxx	xx.x
#13	Calle Del Sol / Tasman Drive	B	13.2	0.703	16.0	B	17.0	0.787	20.9	?	xx.x	x.xxx	x.xxx	xx.x	xx.x	?	xx.x	x.xxx	xx.x
#60	Great America Parkway / Old Mountain View-Alviso Road	C	20.6	0.589	21.9	C	21.1	0.642	23.1	?	xx.x	x.xxx	x.xxx	xx.x	xx.x	?	xx.x	x.xxx	xx.x
#61	Great America Parkway / City Place Parkway (Future	A	8.4	0.265	10.1	B	12.1	0.415	8.6	?	xx.x	x.xxx	x.xxx	xx.x	xx.x	?	xx.x	x.xxx	xx.x
#63	Great America Parkway/Bunker Hill Lane	B	13.2	0.460	13.3	B	13.1	0.490	13.2	?	xx.x	x.xxx	x.xxx	xx.x	xx.x	?	xx.x	x.xxx	xx.x
#90	Laffeyette Street / Calle De Luna	B	16.4	0.495	16.3	B	17.1	0.546	17.1	?	xx.x	x.xxx	x.xxx	xx.x	xx.x	?	xx.x	x.xxx	xx.x
#1002	Stars and Stripes Drive / Avenue A					A	9.7	0.317	9.7	?	xx.x	x.xxx	x.xxx	xx.x	xx.x	?	xx.x	x.xxx	xx.x
#1003	Centennial Boulevard / Stars and Stripes Drive					B	12.2	0.058	13.9	?	xx.x	x.xxx	x.xxx	xx.x	xx.x	?	xx.x	x.xxx	xx.x
#1004	Stars and Stripes Drive / Avenue B					A	7.7	0.095	7.7	?	xx.x	x.xxx	x.xxx	xx.x	xx.x	?	xx.x	x.xxx	xx.x
#1005	Stars and Stripes Drive / Avenue C					A	7.8	0.143	7.8	?	xx.x	x.xxx	x.xxx	xx.x	xx.x	?	xx.x	x.xxx	xx.x
#1006	Avenue C / Station Road					B	10.5	0.087	8.9	?	xx.x	x.xxx	x.xxx	xx.x	xx.x	?	xx.x	x.xxx	xx.x

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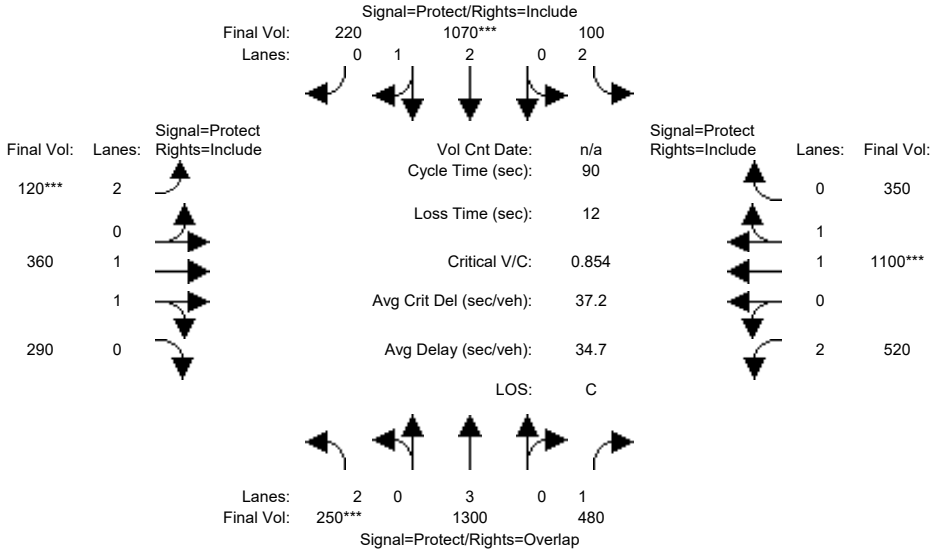
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background No Project AM

Intersection #8: Great America Parkway / Tasman Drive (CMP)



Street Name:	Great America Parkway						Tasman Drive					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	250	1300	480	100	1070	220	120	360	290	520	1100	350
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	250	1300	480	100	1070	220	120	360	290	520	1100	350
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	250	1300	480	100	1070	220	120	360	290	520	1100	350
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	250	1300	480	100	1070	220	120	360	290	520	1100	350
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	250	1300	480	100	1070	220	120	360	290	520	1100	350
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	250	1300	480	100	1070	220	120	360	290	520	1100	350
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.83	1.00	0.92	0.83	0.99	0.95	0.83	0.99	0.95	0.83	0.98	0.95
Lanes:	2.00	3.00	1.00	2.00	2.47	0.53	2.00	1.08	0.92	2.00	1.50	0.50
Final Sat.:	3150	5700	1750	3150	4644	955	3150	2048	1650	3150	2806	893
Capacity Analysis Module:												
Vol/Sat:	0.08	0.23	0.27	0.03	0.23	0.23	0.04	0.18	0.18	0.17	0.39	0.39
Crit Moves:	****				****		****				****	
Green Time:	8.0	23.4	46.0	8.0	23.3	23.3	7.0	24.1	24.1	22.6	39.7	39.7
Volume/Cap:	0.89	0.88	0.54	0.36	0.89	0.89	0.49	0.66	0.66	0.66	0.89	0.89
Delay/Veh:	67.9	38.3	15.5	39.4	39.3	39.3	41.3	30.9	30.9	32.3	29.6	29.6
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	67.9	38.3	15.5	39.4	39.3	39.3	41.3	30.9	30.9	32.3	29.6	29.6
LOS by Move:	E	D	B	D	D	D	D	C	C	C	C	C
HCM2k95thQ:	13	26	18	3	23	23	5	17	17	14	33	33

Note: Queue reported is the number of cars per lane.

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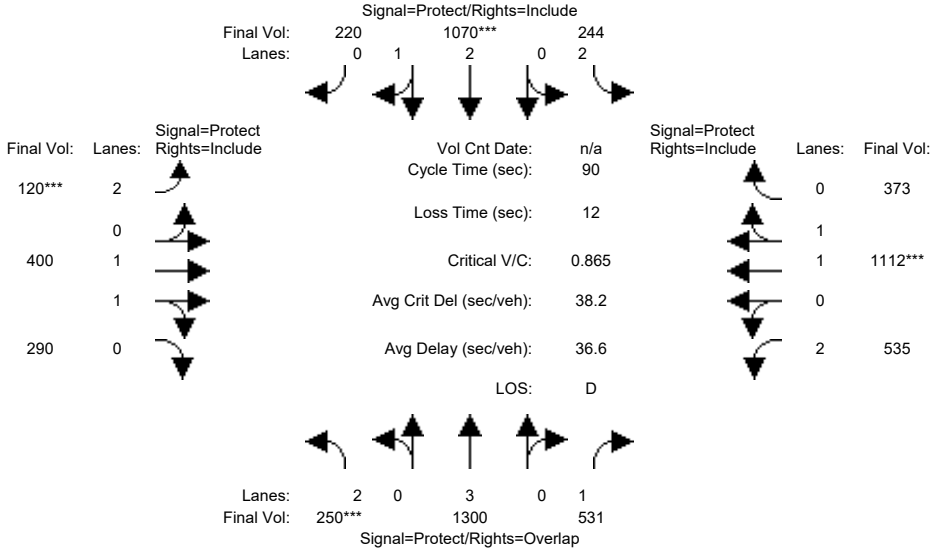
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background Plus Project AM

Intersection #8: Great America Parkway / Tasman Drive (CMP)



Street Name:	Great America Parkway						Tasman Drive					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	250	1300	480	100	1070	220	120	360	290	520	1100	350
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	250	1300	480	100	1070	220	120	360	290	520	1100	350
Added Vol:	0	0	51	144	0	0	0	40	0	15	12	23
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	250	1300	531	244	1070	220	120	400	290	535	1112	373
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	250	1300	531	244	1070	220	120	400	290	535	1112	373
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	250	1300	531	244	1070	220	120	400	290	535	1112	373
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	250	1300	531	244	1070	220	120	400	290	535	1112	373
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.83	1.00	0.92	0.83	0.99	0.95	0.83	0.99	0.95	0.83	0.98	0.95
Lanes:	2.00	3.00	1.00	2.00	2.47	0.53	2.00	1.14	0.86	2.00	1.48	0.52
Final Sat.:	3150	5700	1750	3150	4644	955	3150	2144	1554	3150	2770	929
Capacity Analysis Module:												
Vol/Sat:	0.08	0.23	0.30	0.08	0.23	0.23	0.04	0.19	0.19	0.17	0.40	0.40
Crit Moves:	****				****		****				****	
Green Time:	7.9	23.1	45.5	7.9	23.0	23.0	7.0	24.6	24.6	22.4	40.1	40.1
Volume/Cap:	0.90	0.89	0.60	0.89	0.90	0.90	0.49	0.68	0.68	0.68	0.90	0.90
Delay/Veh:	70.6	39.4	17.0	67.9	40.6	40.6	41.3	31.1	31.1	33.0	30.4	30.4
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	70.6	39.4	17.0	67.9	40.6	40.6	41.3	31.1	31.1	33.0	30.4	30.4
LOS by Move:	E	D	B	E	D	D	D	C	C	C	C	C
HCM2k95thQ:	14	27	21	9	23	23	5	18	18	15	34	34

Note: Queue reported is the number of cars per lane.

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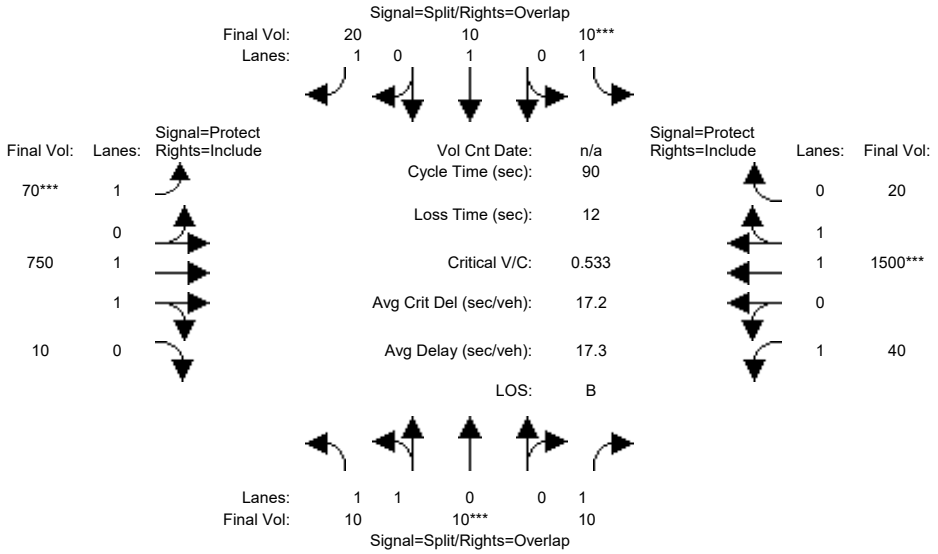
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background No Project AM

Intersection #9: Convention Center / Tasman Drive



Street Name:	Convention Center						Tasman Drive					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	10	10	10	10	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	10	10	10	10	10	20	70	750	10	40	1500	20
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	10	10	10	10	10	20	70	750	10	40	1500	20
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	10	10	10	10	10	20	70	750	10	40	1500	20
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	10	10	10	10	10	20	70	750	10	40	1500	20
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	10	10	10	10	10	20	70	750	10	40	1500	20
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	10	10	10	10	10	20	70	750	10	40	1500	20
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	0.95	0.92	0.92	1.00	0.92	0.92	0.97	0.95	0.92	0.97	0.95
Lanes:	1.01	0.99	1.00	1.00	1.00	1.00	1.00	1.97	0.03	1.00	1.97	0.03
Final Sat.:	1775	1775	1750	1750	1900	1750	1750	3651	49	1750	3651	49
Capacity Analysis Module:												
Vol/Sat:	0.01	0.01	0.01	0.01	0.01	0.01	0.04	0.21	0.21	0.02	0.41	0.41
Crit Moves:		****		****			****				****	
Green Time:	10.0	10.0	25.9	10.0	10.0	17.0	7.0	42.1	42.1	15.9	51.0	51.0
Volume/Cap:	0.05	0.05	0.02	0.05	0.05	0.06	0.51	0.44	0.44	0.13	0.72	0.72
Delay/Veh:	35.8	35.8	23.0	35.9	35.8	30.0	43.2	16.2	16.2	31.4	15.6	15.6
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	35.8	35.8	23.0	35.9	35.8	30.0	43.2	16.2	16.2	31.4	15.6	15.6
LOS by Move:	D	D	C	D	D	C	D	B	B	C	B	B
HCM2k95thQ:	1	1	0	1	1	1	4	13	13	2	27	27

Note: Queue reported is the number of cars per lane.

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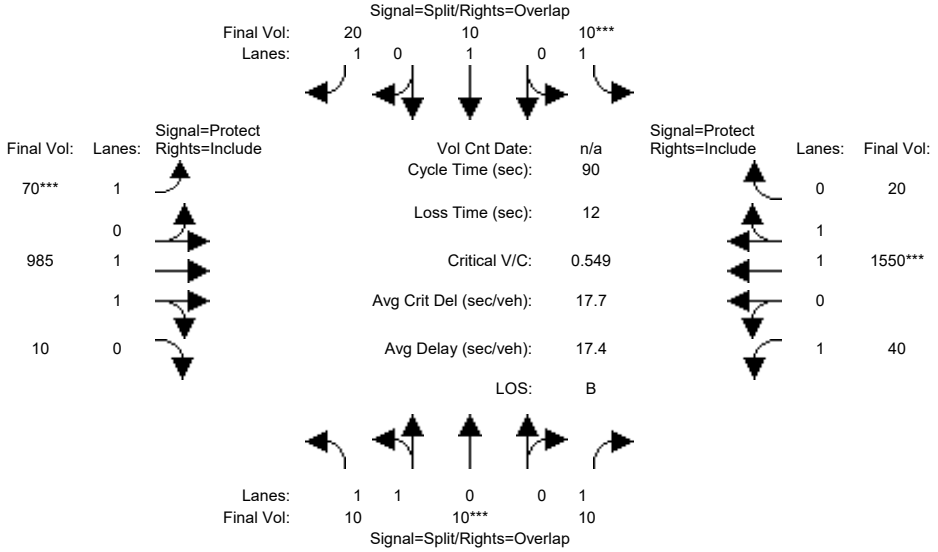
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background Plus Project AM

Intersection #9: Convention Center / Tasman Drive



Street Name:	Convention Center						Tasman Drive					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	10	10	10	10	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	10	10	10	10	10	20	70	750	10	40	1500	20
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	10	10	10	10	10	20	70	750	10	40	1500	20
Added Vol:	0	0	0	0	0	0	0	235	0	0	50	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	10	10	10	10	10	20	70	985	10	40	1550	20
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	10	10	10	10	10	20	70	985	10	40	1550	20
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	10	10	10	10	10	20	70	985	10	40	1550	20
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	10	10	10	10	10	20	70	985	10	40	1550	20
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	0.95	0.92	0.92	1.00	0.92	0.92	0.97	0.95	0.92	0.97	0.95
Lanes:	1.01	0.99	1.00	1.00	1.00	1.00	1.00	1.98	0.02	1.00	1.97	0.03
Final Sat.:	1775	1775	1750	1750	1900	1750	1750	3663	37	1750	3653	47
Capacity Analysis Module:												
Vol/Sat:	0.01	0.01	0.01	0.01	0.01	0.01	0.04	0.27	0.27	0.02	0.42	0.42
Crit Moves:		****		****			****				****	
Green Time:	10.0	10.0	23.0	10.0	10.0	17.0	7.0	45.0	45.0	13.0	51.0	51.0
Volume/Cap:	0.05	0.05	0.02	0.05	0.05	0.06	0.51	0.54	0.54	0.16	0.75	0.75
Delay/Veh:	35.8	35.8	25.1	35.9	35.8	30.0	43.2	15.7	15.7	34.0	16.2	16.2
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	35.8	35.8	25.1	35.9	35.8	30.0	43.2	15.7	15.7	34.0	16.2	16.2
LOS by Move:	D	D	C	D	D	C	D	B	B	C	B	B
HCM2k95thQ:	1	1	0	1	1	1	4	17	17	2	28	28

Note: Queue reported is the number of cars per lane.

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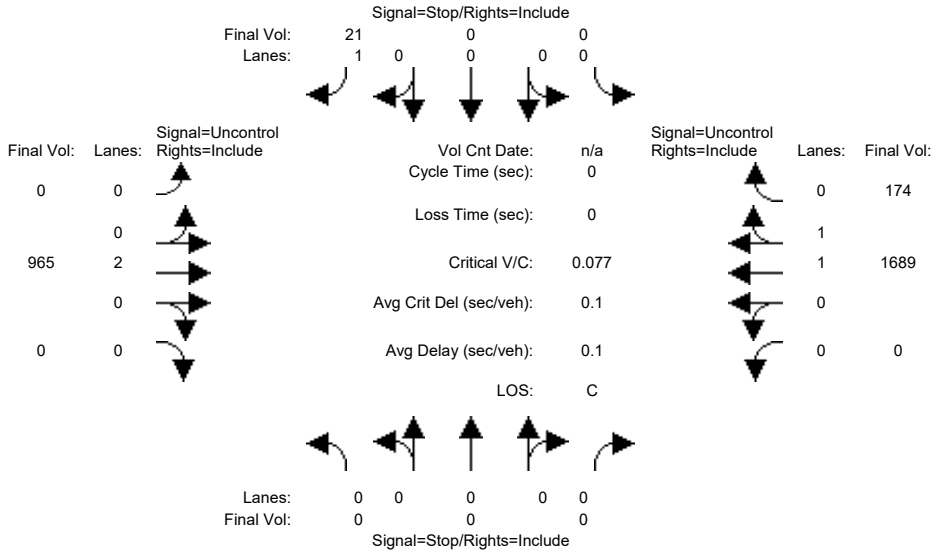
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM Unsignalized (Future Volume Alternative)
Background Plus Project AM

Intersection #10: Avenue A (Future Driveway) / Tasman Drive




```
Street Name:    Avenue A (Future Driveway)              Tasman Drive
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Volume Module:
Base Vol:       0    0     0     0    0     0     0  730     0     0 1660     0
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:    0    0     0     0    0     0     0  730     0     0 1660     0
Added Vol:      0    0     0     0    0    21     0  235     0     0   29   174
PasserByVol:    0    0     0     0    0     0     0    0     0     0    0     0
Initial Fut:    0    0     0     0    0    21     0  965     0     0 1689   174
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Volume:     0    0     0     0    0    21     0  965     0     0 1689   174
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
FinalVolume:    0    0     0     0    0    21     0  965     0     0 1689   174
------------|---------------||---------------||---------------||---------------|
Critical Gap Module:
Critical Gp:xxxxx xxxx xxxxx xxxxx xxxx   6.9 xxxxx xxxx xxxxx xxxxx xxxx xxxxx
FollowUpTim:xxxxx xxxx xxxxx xxxxx xxxx   3.3 xxxxx xxxx xxxxx xxxxx xxxx xxxxx
------------|---------------||---------------||---------------||---------------|
Capacity Module:
Cnflict Vol: xxxx xxxx xxxxx  xxxx xxxx   932  xxxx xxxx xxxxx  xxxx xxxx xxxxx
Potent Cap.: xxxx xxxx xxxxx  xxxx xxxx   272  xxxx xxxx xxxxx  xxxx xxxx xxxxx
Move Cap.:   xxxx xxxx xxxxx  xxxx xxxx   272  xxxx xxxx xxxxx  xxxx xxxx xxxxx
Volume/Cap:  xxxx xxxx  xxxx  xxxx xxxx  0.08  xxxx xxxx  xxxx  xxxx xxxx  xxxx
------------|---------------||---------------||---------------||---------------|
Level Of Service Module:
2Way95thQ:   xxxx xxxx xxxxx  xxxx xxxx   0.2  xxxx xxxx xxxxx  xxxx xxxx xxxxx
Control Del:xxxxx xxxx xxxxx xxxxx xxxx  19.3 xxxxx xxxx xxxxx xxxxx xxxx xxxxx
LOS by Move:    *    *     *     *    *     C     *    *     *     *    *     *
Movement:     LT - LTR - RT    LT - LTR - RT    LT - LTR - RT    LT - LTR - RT
Shared Cap.: xxxx xxxx xxxxx  xxxx xxxx xxxxx  xxxx xxxx xxxxx  xxxx xxxx xxxxx
SharedQueue:xxxxx xxxx xxxxx xxxxx xxxx xxxxx xxxxx xxxx xxxxx xxxxx xxxx xxxxx
Shrd ConDel:xxxxx xxxx xxxxx xxxxx xxxx xxxxx xxxxx xxxx xxxxx xxxxx xxxx xxxxx
Shared LOS:     *    *     *     *    *     *     *    *     *     *    *     *
ApproachDel:    xxxxxx             19.3           xxxxxx           xxxxxx
ApproachLOS:         *                C                *                *
Note: Queue reported is the number of cars per lane.
                    Peak Hour Delay Signal Warrant Report
*******************************************************************************
Intersection #10 Avenue A (Future Driveway) / Tasman Drive
*******************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
```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```
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign       Uncontrolled     Uncontrolled
Lanes:        0  0  0  0  0    0  0  0  0  1    0  0  2  0  0    0  0  1  1  0
Initial Vol:    0    0     0     0    0    21     0  965     0     0 1689   174
ApproachDel:    xxxxxx             19.3           xxxxxx           xxxxxx
------------|---------------||---------------||---------------||---------------|
Approach[southbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=0.1]
   FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=21]
   FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=3][total volume=2849]
   SUCCEED - Total volume greater than or equal to 650 for intersection
             with less than four approaches.
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
                Peak Hour Volume Signal Warrant Report [Urban]
********************************************************************************
Intersection #10 Avenue A (Future Driveway) / Tasman Drive
********************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign       Uncontrolled     Uncontrolled
Lanes:        0  0  0  0  0    0  0  0  0  1    0  0  2  0  0    0  0  1  1  0
Initial Vol:    0    0     0     0    0    21     0  965     0     0 1689   174
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             2828
Minor Approach Volume:           21
Minor Approach Volume Threshold: -73 [less than minimum of 100]
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
```


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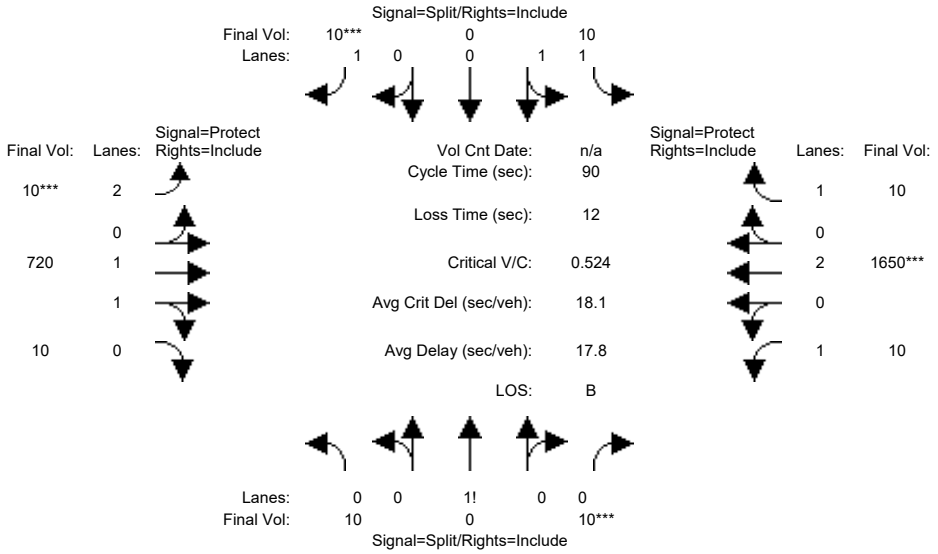
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background No Project AM

Intersection #11: Centennial Boulevard / Tasman Drive



Street Name:	Centennial Boulevard						Tasman Drive					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	10	0	10	10	0	10	10	720	10	10	1650	10
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	10	0	10	10	0	10	10	720	10	10	1650	10
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	10	0	10	10	0	10	10	720	10	10	1650	10
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	10	0	10	10	0	10	10	720	10	10	1650	10
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	10	0	10	10	0	10	10	720	10	10	1650	10
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	10	0	10	10	0	10	10	720	10	10	1650	10
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	0.92	0.92	0.93	1.00	0.92	0.83	0.97	0.95	0.92	1.00	0.92
Lanes:	0.50	0.00	0.50	2.00	0.00	1.00	2.00	1.97	0.03	1.00	2.00	1.00
Final Sat.:	875	0	875	3550	0	1750	3150	3649	51	1750	3800	1750
Capacity Analysis Module:												
Vol/Sat:	0.01	0.00	0.01	0.00	0.00	0.01	0.00	0.20	0.20	0.01	0.43	0.01
Crit Moves:			****			****	****				****	
Green Time:	10.0	0.0	10.0	10.0	0.0	10.0	7.0	41.6	41.6	16.4	51.0	51.0
Volume/Cap:	0.10	0.00	0.10	0.03	0.00	0.05	0.04	0.43	0.43	0.03	0.77	0.01
Delay/Veh:	37.0	0.0	37.0	35.8	0.0	36.3	38.7	17.0	17.0	30.5	17.6	8.5
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	37.0	0.0	37.0	35.8	0.0	36.3	38.7	17.0	17.0	30.5	17.6	8.5
LOS by Move:	D	A	D	D	A	D	D	B	B	C	B	A
HCM2k95thQ:	1	0	1	0	0	1	0	13	13	1	29	0

Note: Queue reported is the number of cars per lane.

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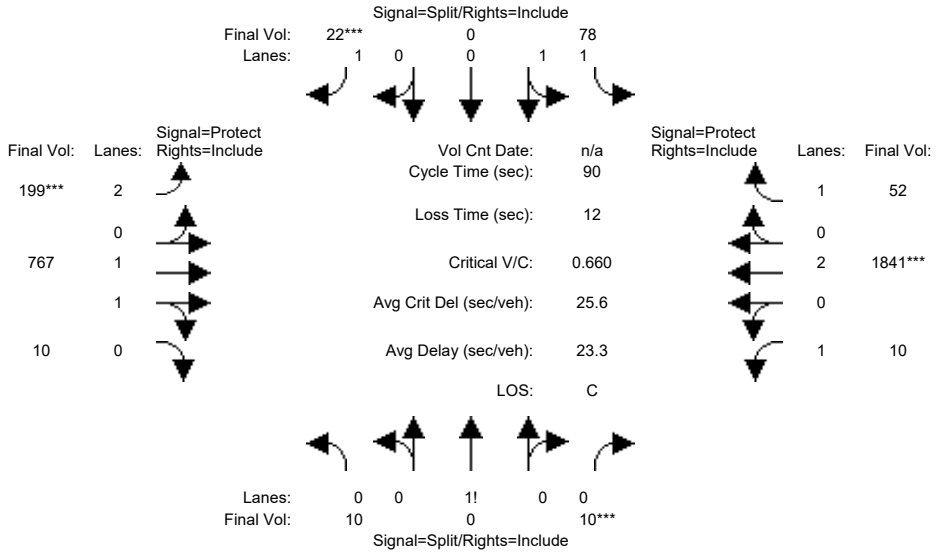
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background Plus Project AM

Intersection #11: Centennial Boulevard / Tasman Drive



Street Name:	Centennial Boulevard						Tasman Drive					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	10	0	10	10	0	10	10	720	10	10	1650	10
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	10	0	10	10	0	10	10	720	10	10	1650	10
Added Vol:	0	0	0	68	0	12	189	47	0	0	191	42
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	10	0	10	78	0	22	199	767	10	10	1841	52
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	10	0	10	78	0	22	199	767	10	10	1841	52
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	10	0	10	78	0	22	199	767	10	10	1841	52
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	10	0	10	78	0	22	199	767	10	10	1841	52
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	0.92	0.92	0.93	1.00	0.92	0.83	0.97	0.95	0.92	1.00	0.92
Lanes:	0.50	0.00	0.50	2.00	0.00	1.00	2.00	1.97	0.03	1.00	2.00	1.00
Final Sat.:	875	0	875	3550	0	1750	3150	3652	48	1750	3800	1750
Capacity Analysis Module:												
Vol/Sat:	0.01	0.00	0.01	0.02	0.00	0.01	0.06	0.21	0.21	0.01	0.48	0.03
Crit Moves:			****			****	****				****	
Green Time:	10.0	0.0	10.0	10.0	0.0	10.0	7.0	42.3	42.3	15.7	51.0	51.0
Volume/Cap:	0.10	0.00	0.10	0.20	0.00	0.11	0.81	0.45	0.45	0.03	0.85	0.05
Delay/Veh:	37.0	0.0	37.0	37.5	0.0	37.2	65.5	16.8	16.8	31.1	21.0	8.8
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	37.0	0.0	37.0	37.5	0.0	37.2	65.5	16.8	16.8	31.1	21.0	8.8
LOS by Move:	D	A	D	D	A	D	E	B	B	C	C	A
HCM2k95thQ:	1	0	1	3	0	1	8	14	14	1	36	2

Note: Queue reported is the number of cars per lane.

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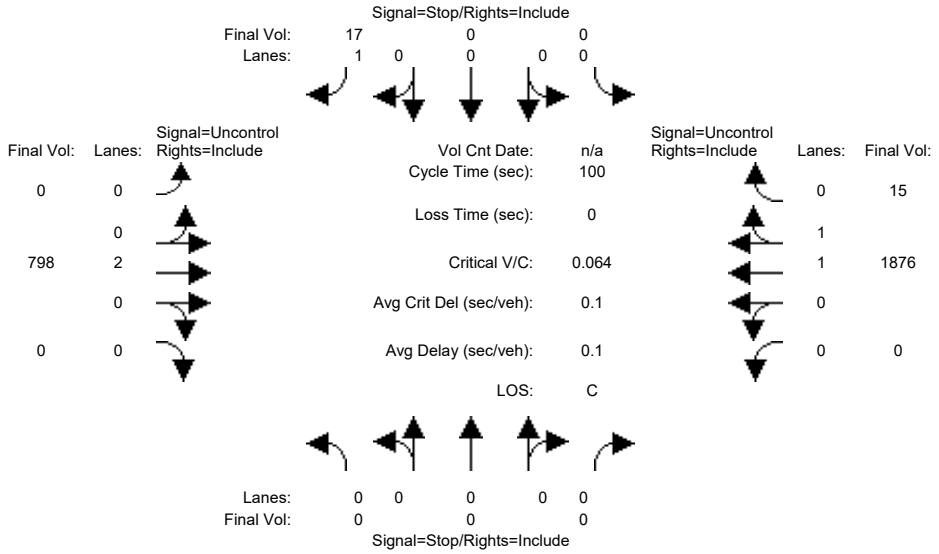
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM Unsignalized (Future Volume Alternative)
Background Plus Project AM

Intersection #12: Avenue C / Tasman Drive




```
Street Name:             Avenue C                          Tasman Drive
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Volume Module:
Base Vol:       0    0     0     0    0     0     0  730     0     0 1660     0
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:    0    0     0     0    0     0     0  730     0     0 1660     0
Added Vol:      0    0     0     0    0    17     0   68     0     0  216    15
PasserByVol:    0    0     0     0    0     0     0    0     0     0    0     0
Initial Fut:    0    0     0     0    0    17     0  798     0     0 1876    15
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Volume:     0    0     0     0    0    17     0  798     0     0 1876    15
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
FinalVolume:    0    0     0     0    0    17     0  798     0     0 1876    15
------------|---------------||---------------||---------------||---------------|
Critical Gap Module:
Critical Gp:xxxxx xxxx xxxxx xxxxx xxxx   6.9 xxxxx xxxx xxxxx xxxxx xxxx xxxxx
FollowUpTim:xxxxx xxxx xxxxx xxxxx xxxx   3.3 xxxxx xxxx xxxxx xxxxx xxxx xxxxx
------------|---------------||---------------||---------------||---------------|
Capacity Module:
Cnflict Vol: xxxx xxxx xxxxx  xxxx xxxx   946  xxxx xxxx xxxxx  xxxx xxxx xxxxx
Potent Cap.: xxxx xxxx xxxxx  xxxx xxxx   266  xxxx xxxx xxxxx  xxxx xxxx xxxxx
Move Cap.:   xxxx xxxx xxxxx  xxxx xxxx   266  xxxx xxxx xxxxx  xxxx xxxx xxxxx
Volume/Cap:  xxxx xxxx  xxxx  xxxx xxxx  0.06  xxxx xxxx  xxxx  xxxx xxxx  xxxx
------------|---------------||---------------||---------------||---------------|
Level Of Service Module:
2Way95thQ:   xxxx xxxx xxxxx  xxxx xxxx   0.2  xxxx xxxx xxxxx  xxxx xxxx xxxxx
Control Del:xxxxx xxxx xxxxx xxxxx xxxx  19.4 xxxxx xxxx xxxxx xxxxx xxxx xxxxx
LOS by Move:    *    *     *     *    *     C     *    *     *     *    *     *
Movement:     LT - LTR - RT    LT - LTR - RT    LT - LTR - RT    LT - LTR - RT
Shared Cap.: xxxx xxxx xxxxx  xxxx xxxx xxxxx  xxxx xxxx xxxxx  xxxx xxxx xxxxx
SharedQueue:xxxxx xxxx xxxxx xxxxx xxxx xxxxx xxxxx xxxx xxxxx xxxxx xxxx xxxxx
Shrd ConDel:xxxxx xxxx xxxxx xxxxx xxxx xxxxx xxxxx xxxx xxxxx xxxxx xxxx xxxxx
Shared LOS:     *    *     *     *    *     *     *    *     *     *    *     *
ApproachDel:    xxxxxx             19.4           xxxxxx           xxxxxx
ApproachLOS:         *                C                *                *
Note: Queue reported is the number of cars per lane.
                    Peak Hour Delay Signal Warrant Report
*******************************************************************************
Intersection #12 Avenue C / Tasman Drive
*******************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
```

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```
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign       Uncontrolled     Uncontrolled
Lanes:        0  0  0  0  0    0  0  0  0  1    0  0  2  0  0    0  0  1  1  0
Initial Vol:    0    0     0     0    0    17     0  798     0     0 1876    15
ApproachDel:    xxxxxx             19.4           xxxxxx           xxxxxx
------------|---------------||---------------||---------------||---------------|
Approach[southbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=0.1]
   FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=17]
   FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=3][total volume=2706]
   SUCCEED - Total volume greater than or equal to 650 for intersection
             with less than four approaches.
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
                Peak Hour Volume Signal Warrant Report [Urban]
********************************************************************************
Intersection #12 Avenue C / Tasman Drive
********************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign       Uncontrolled     Uncontrolled
Lanes:        0  0  0  0  0    0  0  0  0  1    0  0  2  0  0    0  0  1  1  0
Initial Vol:    0    0     0     0    0    17     0  798     0     0 1876    15
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             2689
Minor Approach Volume:           17
Minor Approach Volume Threshold: -56 [less than minimum of 100]
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
```


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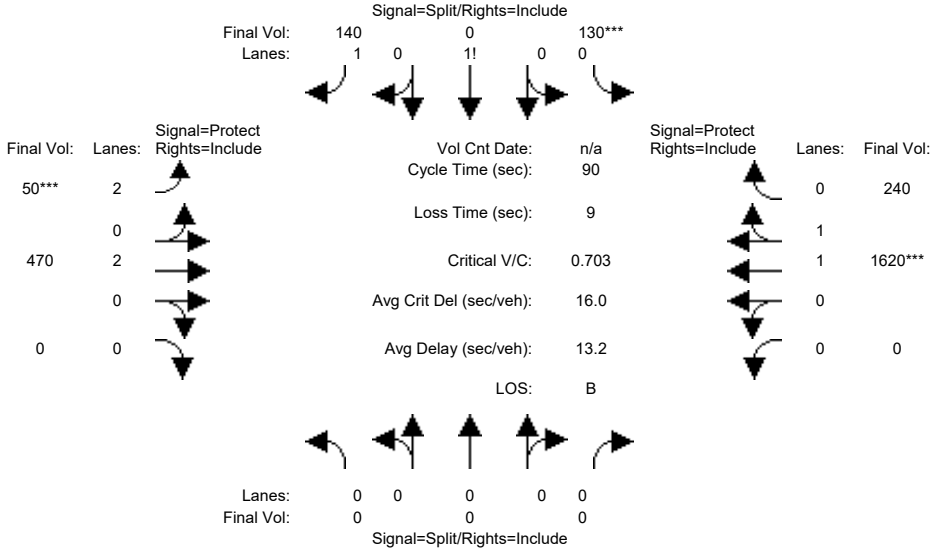
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background No Project AM

Intersection #13: Calle Del Sol / Tasman Drive



Street Name:	Calle Del Sol						Tasman Drive					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	0	0	0	10	0	10	7	10	0	0	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	0	0	0	130	0	140	50	470	0	0	1620	240
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	0	0	0	130	0	140	50	470	0	0	1620	240
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	0	0	0	130	0	140	50	470	0	0	1620	240
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	0	0	0	130	0	140	50	470	0	0	1620	240
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	0	0	0	130	0	140	50	470	0	0	1620	240
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	0	0	0	130	0	140	50	470	0	0	1620	240
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.92	0.92	1.00	0.92	0.83	1.00	0.92	0.92	0.98	0.95
Lanes:	0.00	0.00	0.00	0.65	0.00	1.35	2.00	2.00	0.00	0.00	1.73	0.27
Final Sat.:	0	0	0	1138	0	2363	3150	3800	0	0	3222	477
Capacity Analysis Module:												
Vol/Sat:	0.00	0.00	0.00	0.11	0.00	0.06	0.02	0.12	0.00	0.00	0.50	0.50
Crit Moves:				****			****				****	
Green Time:	0.0	0.0	0.0	13.7	0.0	13.7	7.0	67.3	0.0	0.0	60.3	60.3
Volume/Cap:	0.00	0.00	0.00	0.75	0.00	0.39	0.20	0.17	0.00	0.00	0.75	0.75
Delay/Veh:	0.0	0.0	0.0	45.0	0.0	34.7	39.3	3.3	0.0	0.0	11.2	11.2
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	0.0	0.0	0.0	45.0	0.0	34.7	39.3	3.3	0.0	0.0	11.2	11.2
LOS by Move:	A	A	A	D	A	C	D	A	A	A	B	B
HCM2k95thQ:	0	0	0	14	0	6	2	4	0	0	29	29

Note: Queue reported is the number of cars per lane.

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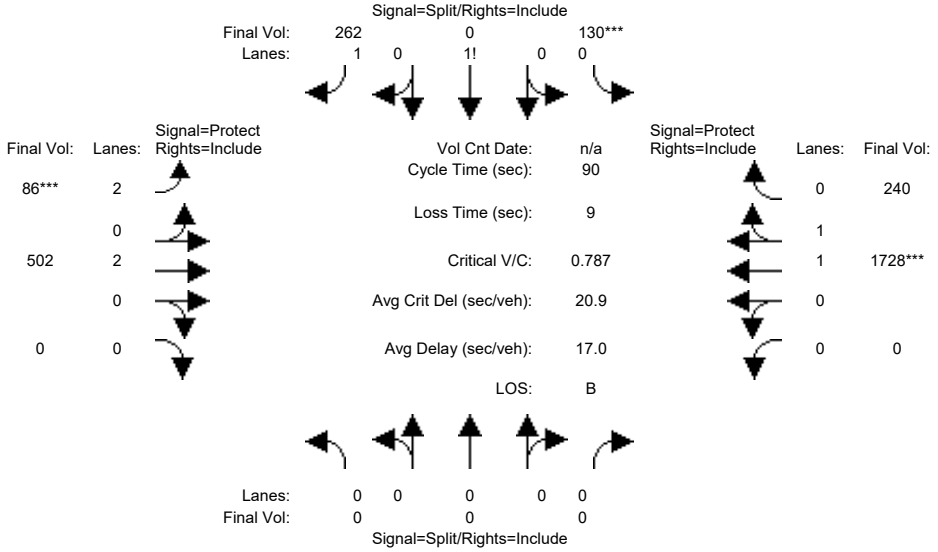
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background Plus Project AM

Intersection #13: Calle Del Sol / Tasman Drive



Street Name:	Calle Del Sol						Tasman Drive					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	0	0	0	10	0	10	7	10	0	0	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	0	0	0	130	0	140	50	470	0	0	1620	240
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	0	0	0	130	0	140	50	470	0	0	1620	240
Added Vol:	0	0	0	0	0	122	36	32	0	0	108	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	0	0	0	130	0	262	86	502	0	0	1728	240
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	0	0	0	130	0	262	86	502	0	0	1728	240
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	0	0	0	130	0	262	86	502	0	0	1728	240
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	0	0	0	130	0	262	86	502	0	0	1728	240
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.92	0.92	1.00	0.92	0.83	1.00	0.92	0.92	0.98	0.95
Lanes:	0.00	0.00	0.00	0.50	0.00	1.50	2.00	2.00	0.00	0.00	1.75	0.25
Final Sat.:	0	0	0	872	0	2628	3150	3800	0	0	3248	451
Capacity Analysis Module:												
Vol/Sat:	0.00	0.00	0.00	0.15	0.00	0.10	0.03	0.13	0.00	0.00	0.53	0.53
Crit Moves:				****			****				****	
Green Time:	0.0	0.0	0.0	16.2	0.0	16.2	7.0	64.8	0.0	0.0	57.8	57.8
Volume/Cap:	0.00	0.00	0.00	0.83	0.00	0.55	0.35	0.18	0.00	0.00	0.83	0.83
Delay/Veh:	0.0	0.0	0.0	47.1	0.0	34.6	40.2	4.1	0.0	0.0	14.9	14.9
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	0.0	0.0	0.0	47.1	0.0	34.6	40.2	4.1	0.0	0.0	14.9	14.9
LOS by Move:	A	A	A	D	A	C	D	A	A	A	B	B
HCM2k95thQ:	0	0	0	19	0	11	3	4	0	0	35	35

Note: Queue reported is the number of cars per lane.

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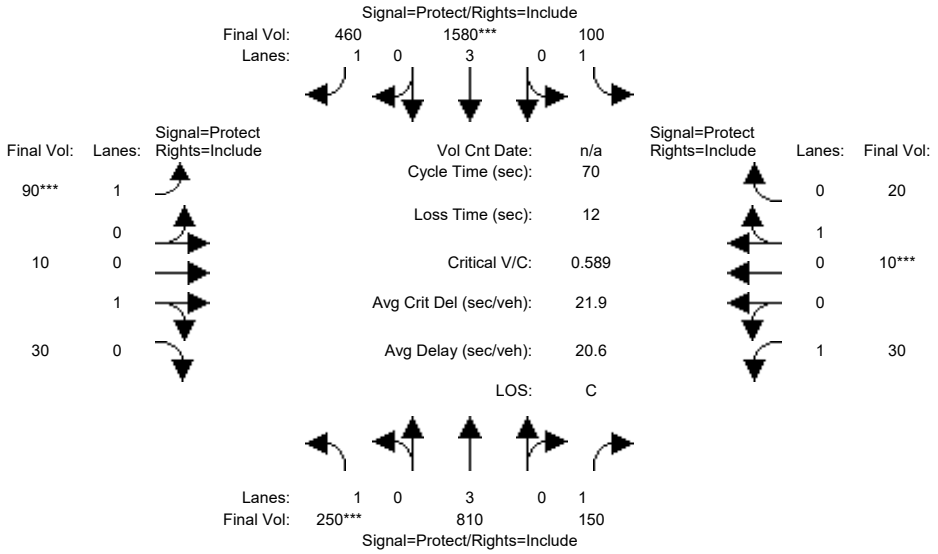
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background No Project AM

Intersection #60: Great America Parkway / Old Mountain View-Alviso Road



Street Name:	Great America Parkway						Old Mountain View-Alviso Road					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	250	810	150	100	1580	460	90	10	30	30	10	20
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	250	810	150	100	1580	460	90	10	30	30	10	20
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	250	810	150	100	1580	460	90	10	30	30	10	20
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	250	810	150	100	1580	460	90	10	30	30	10	20
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	250	810	150	100	1580	460	90	10	30	30	10	20
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	250	810	150	100	1580	460	90	10	30	30	10	20
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.92	0.92	1.00	0.92	0.92	0.95	0.95	0.92	0.95	0.95
Lanes:	1.00	3.00	1.00	1.00	3.00	1.00	1.00	0.25	0.75	1.00	0.33	0.67
Final Sat.:	1750	5700	1750	1750	5700	1750	1750	450	1350	1750	600	1200
Capacity Analysis Module:												
Vol/Sat:	0.14	0.14	0.09	0.06	0.28	0.26	0.05	0.02	0.02	0.02	0.02	0.02
Crit Moves:	****				****		****				****	
Green Time:	13.9	24.1	24.1	16.9	27.1	27.1	7.0	10.0	10.0	7.0	10.0	10.0
Volume/Cap:	0.72	0.41	0.25	0.24	0.72	0.68	0.51	0.16	0.16	0.17	0.12	0.12
Delay/Veh:	33.2	17.7	16.7	21.7	19.4	20.7	32.5	26.6	26.6	29.3	26.4	26.4
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	33.2	17.7	16.7	21.7	19.4	20.7	32.5	26.6	26.6	29.3	26.4	26.4
LOS by Move:	C	B	B	C	B	C	C	C	C	C	C	C
HCM2k95thQ:	11	9	5	4	17	16	6	2	2	2	1	1

Note: Queue reported is the number of cars per lane.

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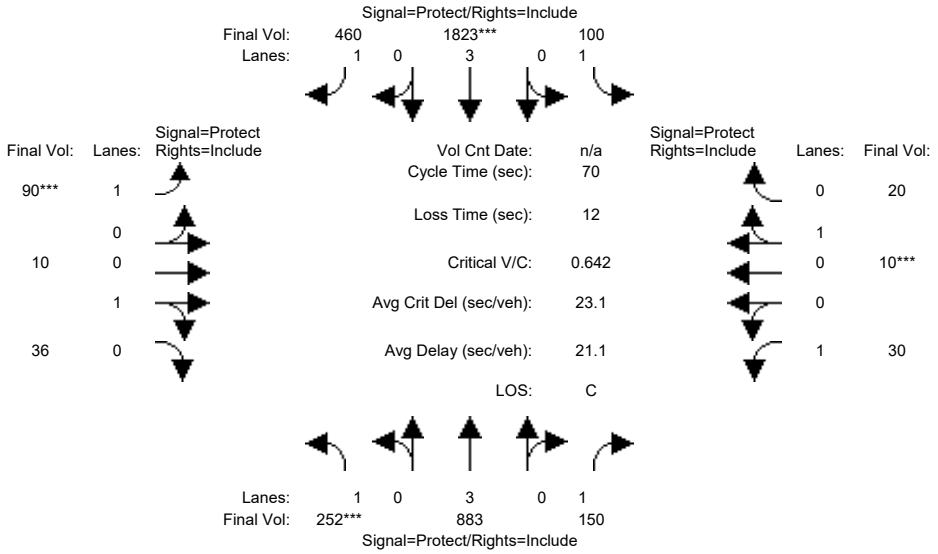
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background Plus Project AM

Intersection #60: Great America Parkway / Old Mountain View-Alviso Road



Street Name:	Great America Parkway						Old Mountain View-Alviso Road					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	250	810	150	100	1580	460	90	10	30	30	10	20
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	250	810	150	100	1580	460	90	10	30	30	10	20
Added Vol:	2	73	0	0	243	0	0	0	6	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	252	883	150	100	1823	460	90	10	36	30	10	20
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	252	883	150	100	1823	460	90	10	36	30	10	20
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	252	883	150	100	1823	460	90	10	36	30	10	20
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	252	883	150	100	1823	460	90	10	36	30	10	20
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.92	0.92	1.00	0.92	0.92	0.95	0.95	0.92	0.95	0.95
Lanes:	1.00	3.00	1.00	1.00	3.00	1.00	1.00	0.22	0.78	1.00	0.33	0.67
Final Sat.:	1750	5700	1750	1750	5700	1750	1750	391	1409	1750	600	1200
Capacity Analysis Module:												
Vol/Sat:	0.14	0.15	0.09	0.06	0.32	0.26	0.05	0.03	0.03	0.02	0.02	0.02
Crit Moves:	****				****		****				****	
Green Time:	12.7	24.9	24.9	16.1	28.3	28.3	7.0	10.0	10.0	7.0	10.0	10.0
Volume/Cap:	0.79	0.44	0.24	0.25	0.79	0.65	0.51	0.18	0.18	0.17	0.12	0.12
Delay/Veh:	40.0	17.3	16.1	22.3	20.2	19.0	32.5	26.7	26.7	29.3	26.4	26.4
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	40.0	17.3	16.1	22.3	20.2	19.0	32.5	26.7	26.7	29.3	26.4	26.4
LOS by Move:	D	B	B	C	C	B	C	C	C	C	C	C
HCM2k95thQ:	12	9	5	4	20	16	6	2	2	2	1	1

Note: Queue reported is the number of cars per lane.

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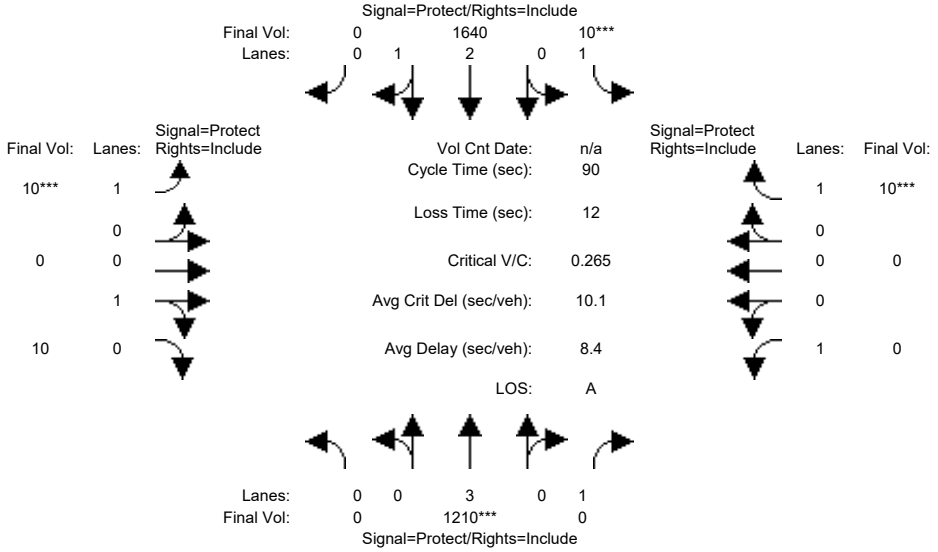
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background No Project AM

Intersection #61: Great America Parkway / City Place Parkway (Future Driveway)



Street Name:	Greate America Parkway						City Place Parkway (Future Drivew					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	0	10	10	7	10	0	7	0	10	7	0	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	0	1210	0	10	1640	0	10	0	10	0	0	10
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	0	1210	0	10	1640	0	10	0	10	0	0	10
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	0	1210	0	10	1640	0	10	0	10	0	0	10
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	0	1210	0	10	1640	0	10	0	10	0	0	10
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	0	1210	0	10	1640	0	10	0	10	0	0	10
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	0	1210	0	10	1640	0	10	0	10	0	0	10
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.92	0.92	0.98	0.92	0.92	1.00	0.95	0.92	1.00	0.92
Lanes:	0.00	3.00	1.00	1.00	3.00	0.00	1.00	0.00	1.00	1.00	0.00	1.00
Final Sat.:	0	5700	1750	1750	5600	0	1750	0	1800	1750	0	1750
Capacity Analysis Module:												
Vol/Sat:	0.00	0.21	0.00	0.01	0.29	0.00	0.01	0.00	0.01	0.00	0.00	0.01
Crit Moves:		****		****			****					****
Green Time:	0.0	54.0	0.0	7.0	61.0	0.0	7.0	0.0	17.0	0.0	0.0	10.0
Volume/Cap:	0.00	0.35	0.00	0.07	0.43	0.00	0.07	0.00	0.03	0.00	0.00	0.05
Delay/Veh:	0.0	9.4	0.0	39.5	7.0	0.0	39.5	0.0	29.9	0.0	0.0	36.3
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	0.0	9.4	0.0	39.5	7.0	0.0	39.5	0.0	29.9	0.0	0.0	36.3
LOS by Move:	A	A	A	D	A	A	D	A	C	A	A	D
HCM2k95thQ:	0	11	0	1	13	0	1	0	1	0	0	1

Note: Queue reported is the number of cars per lane.

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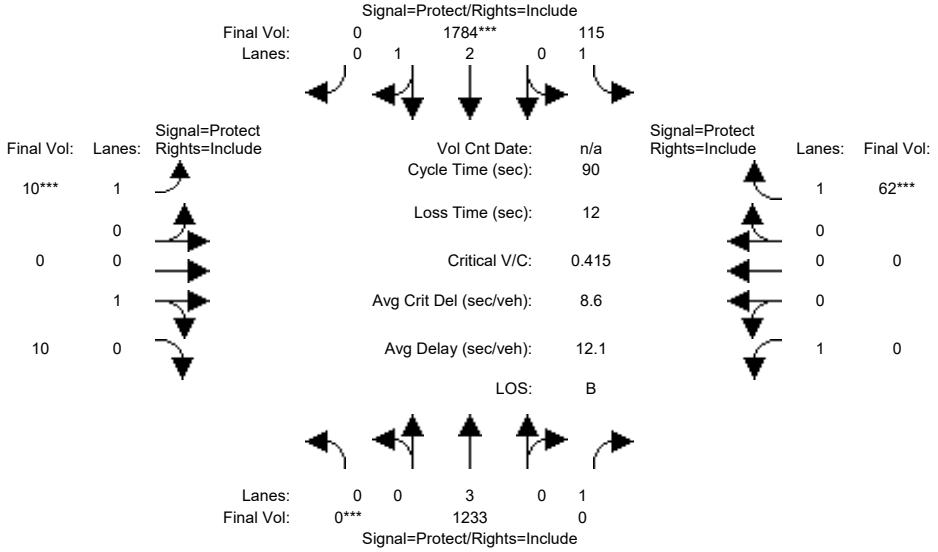
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background Plus Project AM

Intersection #61: Great America Parkway / City Place Parkway (Future Driveway)



Street Name:	Greate America Parkway						City Place Parkway (Future Drivew					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	0	10	10	7	10	0	7	0	10	7	0	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	0	1210	0	10	1640	0	10	0	10	0	0	10
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	0	1210	0	10	1640	0	10	0	10	0	0	10
Added Vol:	0	23	0	105	144	0	0	0	0	0	0	52
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	0	1233	0	115	1784	0	10	0	10	0	0	62
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	0	1233	0	115	1784	0	10	0	10	0	0	62
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	0	1233	0	115	1784	0	10	0	10	0	0	62
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	0	1233	0	115	1784	0	10	0	10	0	0	62
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.92	0.92	0.98	0.92	0.92	1.00	0.95	0.92	1.00	0.92
Lanes:	0.00	3.00	1.00	1.00	3.00	0.00	1.00	0.00	1.00	1.00	0.00	1.00
Final Sat.:	0	5700	1750	1750	5600	0	1750	0	1800	1750	0	1750
Capacity Analysis Module:												
Vol/Sat:	0.00	0.22	0.00	0.07	0.32	0.00	0.01	0.00	0.01	0.00	0.00	0.04
Crit Moves:	****				****		****					****
Green Time:	0.0	44.9	0.0	16.1	61.0	0.0	7.0	0.0	17.0	0.0	0.0	10.0
Volume/Cap:	0.00	0.43	0.00	0.37	0.47	0.00	0.07	0.00	0.03	0.00	0.00	0.32
Delay/Veh:	0.0	14.9	0.0	35.7	7.3	0.0	39.5	0.0	29.9	0.0	0.0	41.1
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	0.0	14.9	0.0	35.7	7.3	0.0	39.5	0.0	29.9	0.0	0.0	41.1
LOS by Move:	A	B	A	D	A	A	D	A	C	A	A	D
HCM2k95thQ:	0	13	0	6	14	0	1	0	1	0	0	5

Note: Queue reported is the number of cars per lane.

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Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
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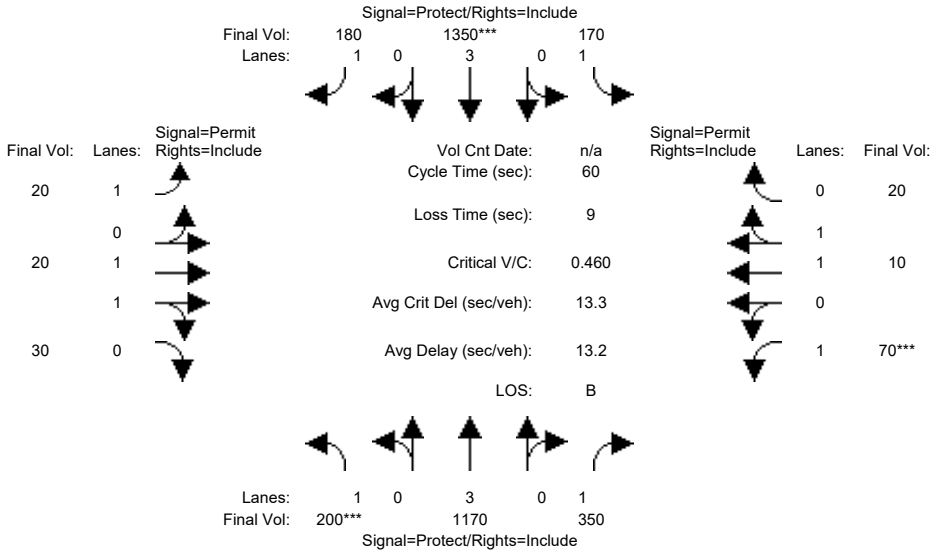
Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background No Project AM

Intersection #63: Great America Parkway/Bunker Hill Lane



Street Name:	Great America Parkway						Bunker Hill Lane					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	7	10	10	7	10	10	10	10	10	10	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	200	1170	350	170	1350	180	20	20	30	70	10	20
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	200	1170	350	170	1350	180	20	20	30	70	10	20
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	200	1170	350	170	1350	180	20	20	30	70	10	20
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	200	1170	350	170	1350	180	20	20	30	70	10	20
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	200	1170	350	170	1350	180	20	20	30	70	10	20
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	200	1170	350	170	1350	180	20	20	30	70	10	20
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.92	0.92	1.00	0.92	0.92	1.00	0.92	0.92	1.00	0.92
Lanes:	1.00	3.00	1.00	1.00	3.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Final Sat.:	1750	5700	1750	1750	5700	1750	1750	1900	1750	1750	1900	1750
Capacity Analysis Module:												
Vol/Sat:	0.11	0.21	0.20	0.10	0.24	0.10	0.01	0.01	0.02	0.04	0.01	0.01
Crit Moves:	****				****					****		
Green Time:	13.3	26.1	26.1	14.9	27.7	27.7	10.0	10.0	10.0	10.0	10.0	10.0
Volume/Cap:	0.51	0.47	0.46	0.39	0.51	0.22	0.07	0.06	0.10	0.24	0.03	0.07
Delay/Veh:	21.7	12.2	12.4	19.4	11.6	9.9	21.2	21.1	21.3	22.1	21.0	21.1
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	21.7	12.2	12.4	19.4	11.6	9.9	21.2	21.1	21.3	22.1	21.0	21.1
LOS by Move:	C	B	B	B	B	A	C	C	C	C	C	C
HCM2k95thQ:	7	9	9	6	11	4	1	1	1	3	0	1

Note: Queue reported is the number of cars per lane.

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Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
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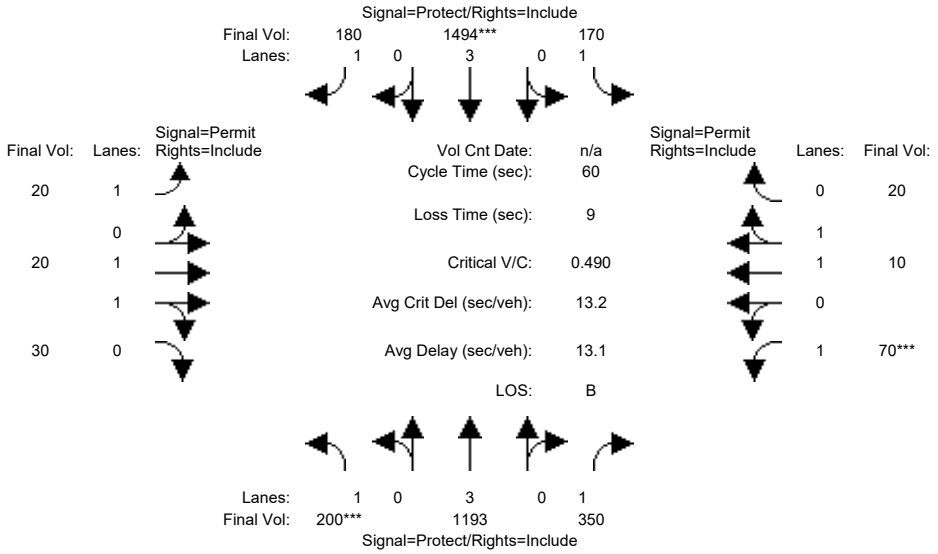
Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background Plus Project AM

Intersection #63: Great America Parkway/Bunker Hill Lane



Street Name:	Great America Parkway						Bunker Hill Lane					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	7	10	10	7	10	10	10	10	10	10	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	200	1170	350	170	1350	180	20	20	30	70	10	20
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	200	1170	350	170	1350	180	20	20	30	70	10	20
Added Vol:	0	23	0	0	144	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	200	1193	350	170	1494	180	20	20	30	70	10	20
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	200	1193	350	170	1494	180	20	20	30	70	10	20
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	200	1193	350	170	1494	180	20	20	30	70	10	20
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	200	1193	350	170	1494	180	20	20	30	70	10	20
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.92	0.92	1.00	0.92	0.92	1.00	0.92	0.92	1.00	0.92
Lanes:	1.00	3.00	1.00	1.00	3.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Final Sat.:	1750	5700	1750	1750	5700	1750	1750	1900	1750	1750	1900	1750
Capacity Analysis Module:												
Vol/Sat:	0.11	0.21	0.20	0.10	0.26	0.10	0.01	0.01	0.02	0.04	0.01	0.01
Crit Moves:	****				****					****		
Green Time:	12.4	26.3	26.3	14.7	28.6	28.6	10.0	10.0	10.0	10.0	10.0	10.0
Volume/Cap:	0.55	0.48	0.46	0.40	0.55	0.22	0.07	0.06	0.10	0.24	0.03	0.07
Delay/Veh:	23.1	12.1	12.2	19.6	11.4	9.3	21.2	21.1	21.3	22.1	21.0	21.1
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	23.1	12.1	12.2	19.6	11.4	9.3	21.2	21.1	21.3	22.1	21.0	21.1
LOS by Move:	C	B	B	B	B	A	C	C	C	C	C	C
HCM2k95thQ:	7	10	9	6	12	4	1	1	1	3	0	1

Note: Queue reported is the number of cars per lane.

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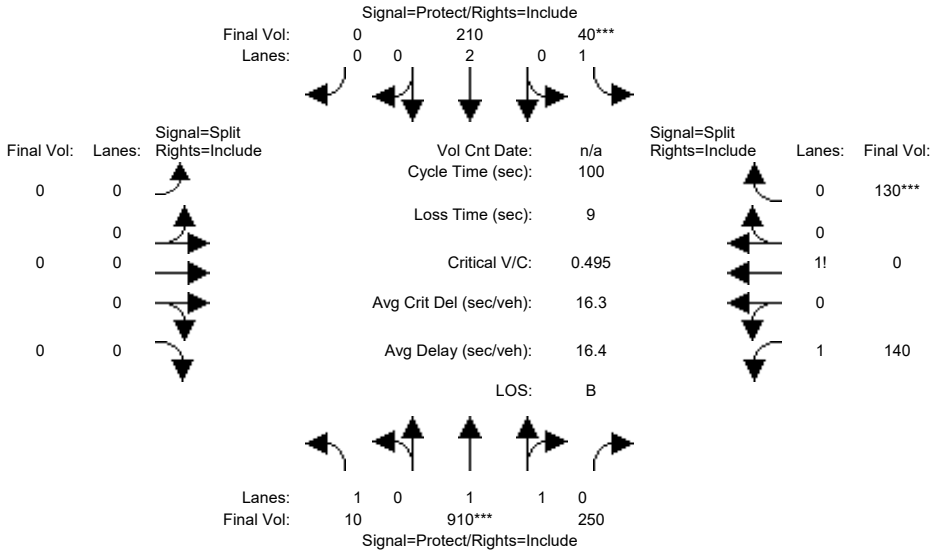
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background No Project AM

Intersection #90: Laffeyette Street / Calle De Luna



Street Name:	Lafayette Street						Calle De Luna					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	10	910	250	40	210	0	0	0	0	140	0	130
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	10	910	250	40	210	0	0	0	0	140	0	130
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	10	910	250	40	210	0	0	0	0	140	0	130
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	10	910	250	40	210	0	0	0	0	140	0	130
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	10	910	250	40	210	0	0	0	0	140	0	130
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	10	910	250	40	210	0	0	0	0	140	0	130
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	0.98	0.95	0.92	1.00	0.92	0.92	1.00	0.92	0.92	1.00	0.92
Lanes:	1.00	1.56	0.44	1.00	2.00	0.00	0.00	0.00	0.00	1.35	0.00	0.65
Final Sat.:	1750	2902	797	1750	3800	0	0	0	0	2363	0	1138
Capacity Analysis Module:												
Vol/Sat:	0.01	0.31	0.31	0.02	0.06	0.00	0.00	0.00	0.00	0.06	0.00	0.11
Crit Moves:		****		****								****
Green Time:	28.2	61.6	61.6	7.0	40.3	0.0	0.0	0.0	0.0	22.4	0.0	22.4
Volume/Cap:	0.02	0.51	0.51	0.33	0.14	0.00	0.00	0.00	0.00	0.26	0.00	0.51
Delay/Veh:	25.9	11.0	11.0	45.8	18.9	0.0	0.0	0.0	0.0	32.1	0.0	34.8
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	25.9	11.0	11.0	45.8	18.9	0.0	0.0	0.0	0.0	32.1	0.0	34.8
LOS by Move:	C	B	B	D	B	A	A	A	A	C	A	C
HCM2k95thQ:	0	19	19	3	4	0	0	0	0	6	0	12

Note: Queue reported is the number of cars per lane.

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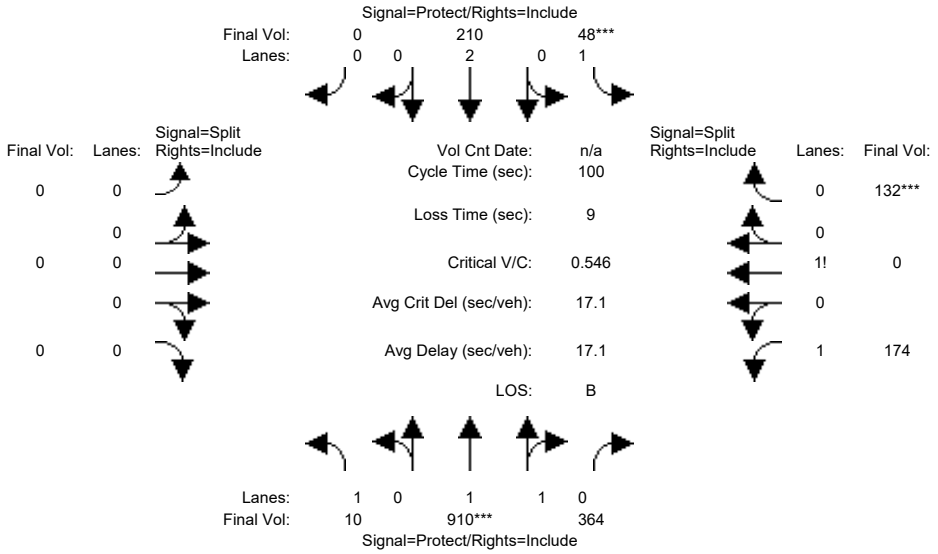
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background Plus Project AM

Intersection #90: Laffeyette Street / Calle De Luna



Street Name:	Lafayette Street						Calle De Luna					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	10	910	250	40	210	0	0	0	0	140	0	130
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	10	910	250	40	210	0	0	0	0	140	0	130
Added Vol:	0	0	114	8	0	0	0	0	0	34	0	2
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	10	910	364	48	210	0	0	0	0	174	0	132
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	10	910	364	48	210	0	0	0	0	174	0	132
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	10	910	364	48	210	0	0	0	0	174	0	132
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	10	910	364	48	210	0	0	0	0	174	0	132
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	0.98	0.95	0.92	1.00	0.92	0.92	1.00	0.92	0.92	1.00	0.92
Lanes:	1.00	1.41	0.59	1.00	2.00	0.00	0.00	0.00	0.00	1.40	0.00	0.60
Final Sat.:	1750	2642	1057	1750	3800	0	0	0	0	2445	0	1055
Capacity Analysis Module:												
Vol/Sat:	0.01	0.34	0.34	0.03	0.06	0.00	0.00	0.00	0.00	0.07	0.00	0.13
Crit Moves:		****		****								****
Green Time:	28.3	61.6	61.6	7.0	40.4	0.0	0.0	0.0	0.0	22.4	0.0	22.4
Volume/Cap:	0.02	0.56	0.56	0.39	0.14	0.00	0.00	0.00	0.00	0.32	0.00	0.56
Delay/Veh:	25.9	11.6	11.6	46.5	18.9	0.0	0.0	0.0	0.0	32.6	0.0	35.7
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	25.9	11.6	11.6	46.5	18.9	0.0	0.0	0.0	0.0	32.6	0.0	35.7
LOS by Move:	C	B	B	D	B	A	A	A	A	C	A	D
HCM2k95thQ:	0	22	22	4	4	0	0	0	0	7	0	13

Note: Queue reported is the number of cars per lane.

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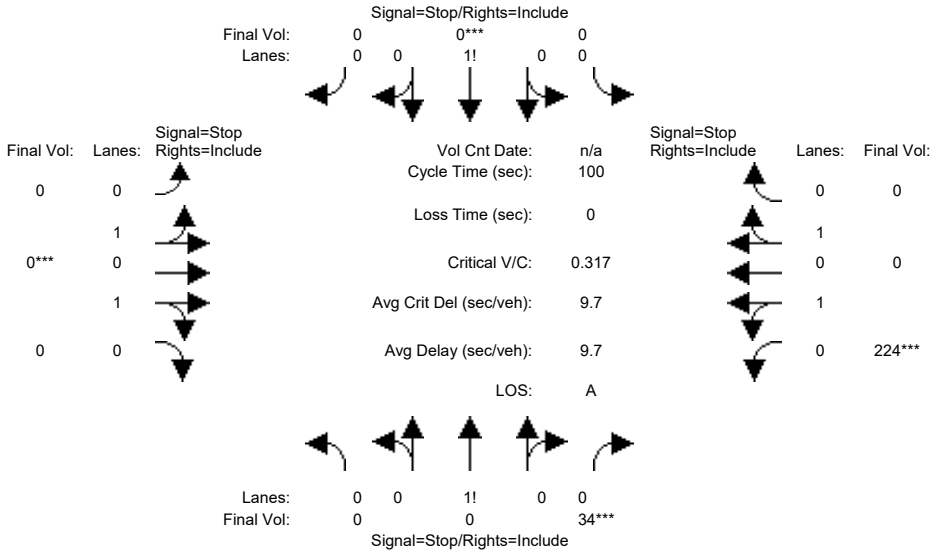
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM 4-Way Stop (Future Volume Alternative)
Background Plus Project AM

Intersection #1002: Stars and Stripes Drive / Avenue A




```
Street Name:     Stars and Stripes Drive                    Avenue A
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Min. Green:     7   10    10     7   10    10     7   10    10     7   10    10
------------|---------------||---------------||---------------||---------------|
Volume Module:
Base Vol:       0    0     0     0    0     0     0    0     0     0    0     0
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:    0    0     0     0    0     0     0    0     0     0    0     0
Added Vol:      0    0    34     0    0     0     0    0     0   224    0     0
PasserByVol:    0    0     0     0    0     0     0    0     0     0    0     0
Initial Fut:    0    0    34     0    0     0     0    0     0   224    0     0
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Volume:     0    0    34     0    0     0     0    0     0   224    0     0
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
Reduced Vol:    0    0    34     0    0     0     0    0     0   224    0     0
PCE Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
MLF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
FinalVolume:    0    0    34     0    0     0     0    0     0   224    0     0
------------|---------------||---------------||---------------||---------------|
Saturation Flow Module:
Adjustment:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Lanes:       0.00 0.00  1.00  0.00 1.00  0.00  0.00 2.00  0.00  1.00 1.00  0.00
Final Sat.:     0    0   880     0  760     0     0 1507     0   708  785     0
------------|---------------||---------------||---------------||---------------|
Capacity Analysis Module:
Vol/Sat:     xxxx xxxx  0.04  xxxx 0.00  xxxx  xxxx 0.00  xxxx  0.32 0.00  xxxx
Crit Moves:              ****       ****              ****        ****
Delay/Veh:    0.0  0.0   7.0   0.0  0.0   0.0   0.0  0.0   0.0  10.1  0.0   0.0
Delay Adj:   1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
AdjDel/Veh:   0.0  0.0   7.0   0.0  0.0   0.0   0.0  0.0   0.0  10.1  0.0   0.0
LOS by Move:    *    *     A     *    *     *     *    *     *     B    *     *
ApproachDel:       7.0           xxxxxx            xxxxxx             10.1
Delay Adj:        1.00            xxxxx             xxxxx             1.00
ApprAdjDel:        7.0           xxxxxx            xxxxxx             10.1
LOS by Appr:         A                 *                 *                B
AllWayAvgQ:   0.0  0.0   0.0   0.0  0.0   0.0   0.0  0.0   0.0   0.5  0.0   0.0
Note: Queue reported is the number of cars per lane.
```

Peak Hour Volume Signal Warrant Report [Urban]

****

Intersection #1002 Stars and Stripes Drive / Avenue A

****

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Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound				South Bound				East Bound				West Bound			
Movement:	L	- T	-	R	L	- T	-	R	L	- T	-	R	L	- T	-	R
Control:	Stop Sign				Stop Sign				Stop Sign				Stop Sign			
Lanes:	0	0 0	0	1	0	0 1!	0	0	0	1 0	1	0	0	1 0	1	0
Initial Vol:	0	0	34		0	0	0		0	0	0		224	0	0	

Major Street Volume: 224
Minor Approach Volume: 34
Minor Approach Volume Threshold: 800

SIGNAL WARRANT DISCLAIMER

This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace a rigorous and complete traffic signal warrant analysis by the responsible jurisdiction. Consideration of the other signal warrants, which is beyond the scope of this software, may yield different results.

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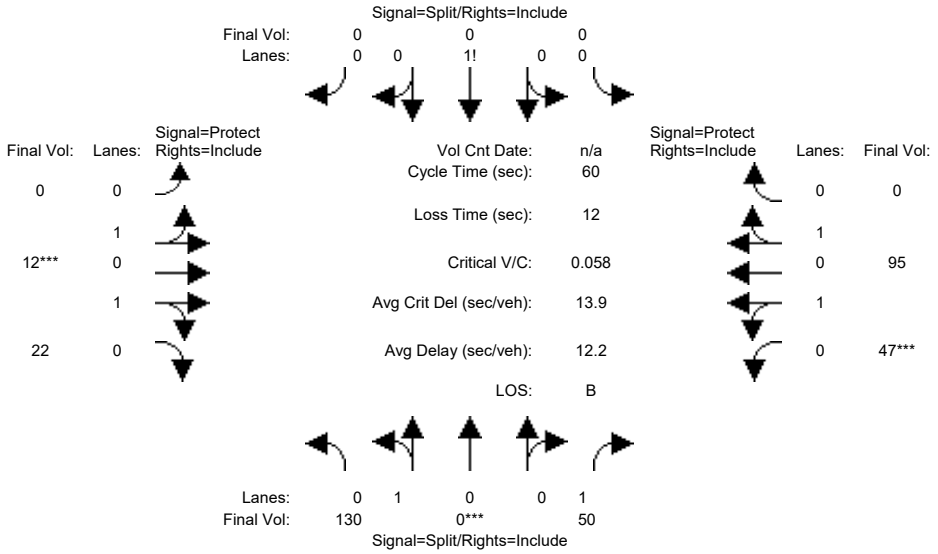
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background Plus Project AM

Intersection #1003: Centennial Boulevard / Stars and Stripes Drive



Street Name:	Centennial Boulevard						Stars and Stripes Drive					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	0	0	20	0	0	0	0	0	0	20	0	0
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	0	0	20	0	0	0	0	0	0	20	0	0
Added Vol:	130	0	30	0	0	0	0	12	22	27	95	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	130	0	50	0	0	0	0	12	22	47	95	0
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	130	0	50	0	0	0	0	12	22	47	95	0
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	130	0	50	0	0	0	0	12	22	47	95	0
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	130	0	50	0	0	0	0	12	22	47	95	0
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.95	0.95	0.92	0.92	0.92	0.92	0.92	0.95	0.95	0.95	0.95	0.92
Lanes:	1.00	0.00	1.00	0.00	1.00	0.00	0.00	1.00	1.00	0.66	1.34	0.00
Final Sat.:	1800	0	1750	0	1750	0	0	1800	1800	1192	2408	0
Capacity Analysis Module:												
Vol/Sat:	0.07	0.00	0.03	0.00	0.00	0.00	0.00	0.01	0.01	0.04	0.04	0.00
Crit Moves:		****						****		****		
Green Time:	75.2	0.0	75.2	0.0	0.0	0.0	0.0	10.0	10.0	7.0	10.0	0.0
Volume/Cap:	0.06	0.00	0.02	0.00	0.00	0.00	0.00	0.04	0.07	0.34	0.24	0.00
Delay/Veh:	2.1	0.0	2.0	0.0	0.0	0.0	0.0	21.0	21.2	24.9	21.9	0.0
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	2.1	0.0	2.0	0.0	0.0	0.0	0.0	21.0	21.2	24.9	21.9	0.0
LOS by Move:	A	A	A	A	A	A	A	C	C	C	C	A
HCM2k95thQ:	0	0	0	0	0	0	0	0	1	3	3	0

Note: Queue reported is the number of cars per lane.

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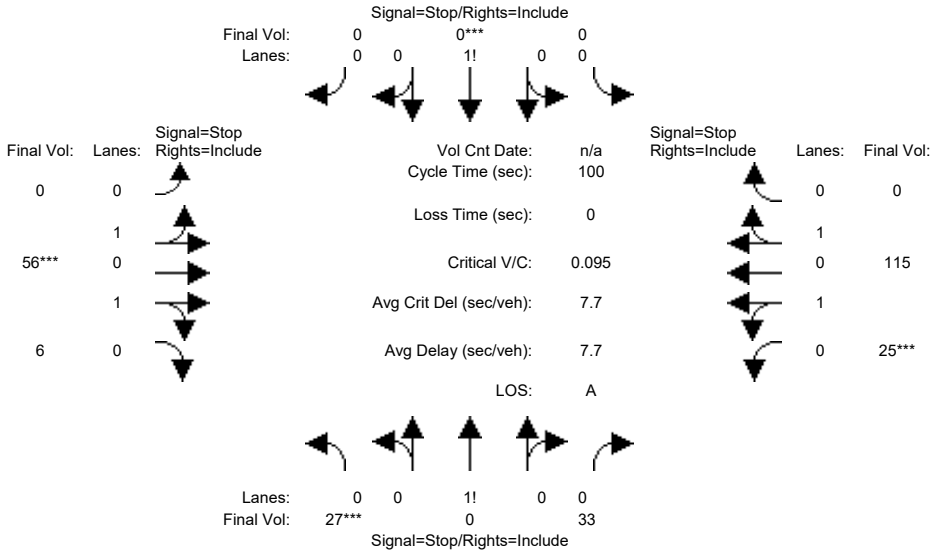
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM 4-Way Stop (Future Volume Alternative)
Background Plus Project AM

Intersection #1004: Stars and Stripes Drive / Avenue B




```
Street Name:     Stars and Stripes Drive                    Avenue B
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Min. Green:     7   10    10     7   10    10     7   10    10     7   10    10
------------|---------------||---------------||---------------||---------------|
Volume Module:
Base Vol:       0    0     0     0    0     0     0   20     0     0   20     0
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:    0    0     0     0    0     0     0   20     0     0   20     0
Added Vol:     27    0    33     0    0     0     0   36     6    25   95     0
PasserByVol:    0    0     0     0    0     0     0    0     0     0    0     0
Initial Fut:   27    0    33     0    0     0     0   56     6    25  115     0
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Volume:    27    0    33     0    0     0     0   56     6    25  115     0
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
Reduced Vol:   27    0    33     0    0     0     0   56     6    25  115     0
PCE Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
MLF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
FinalVolume:   27    0    33     0    0     0     0   56     6    25  115     0
------------|---------------||---------------||---------------||---------------|
Saturation Flow Module:
Adjustment:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Lanes:       0.45 0.00  0.55  0.00 1.00  0.00  0.00 1.81  0.19  0.36 1.64  0.00
Final Sat.:   378    0   462     0  781     0     0 1373   149   262 1235     0
------------|---------------||---------------||---------------||---------------|
Capacity Analysis Module:
Vol/Sat:     0.07 xxxx  0.07  xxxx 0.00  xxxx  xxxx 0.04  0.04  0.10 0.09  xxxx
Crit Moves:  ****                 ****             ****        ****
Delay/Veh:    7.4  0.0   7.4   0.0  0.0   0.0   0.0  7.6   7.5   8.1  7.9   0.0
Delay Adj:   1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
AdjDel/Veh:   7.4  0.0   7.4   0.0  0.0   0.0   0.0  7.6   7.5   8.1  7.9   0.0
LOS by Move:    A    *     A     *    *     *     *    A     A     A    A     *
ApproachDel:       7.4           xxxxxx              7.6              7.9
Delay Adj:        1.00            xxxxx             1.00             1.00
ApprAdjDel:        7.4           xxxxxx              7.6              7.9
LOS by Appr:         A                 *               A                A
AllWayAvgQ:   0.1  0.1   0.1   0.0  0.0   0.0   0.0  0.0   0.0   0.1  0.1   0.1
Note: Queue reported is the number of cars per lane.
```

Peak Hour Volume Signal Warrant Report [Urban]

****

Intersection #1004 Stars and Stripes Drive / Avenue B

****

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Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Control:	Stop Sign			Stop Sign			Stop Sign			Stop Sign		
Lanes:	0 0	1! 0	0	0 0	1! 0	0	0 1	0 1	0	0 1	0 1	0
Initial Vol:	27	0	33	0	0	0	0	56	6	25	115	0

Major Street Volume: 202
Minor Approach Volume: 60
Minor Approach Volume Threshold: 836

SIGNAL WARRANT DISCLAIMER

This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace a rigorous and complete traffic signal warrant analysis by the responsible jurisdiction. Consideration of the other signal warrants, which is beyond the scope of this software, may yield different results.

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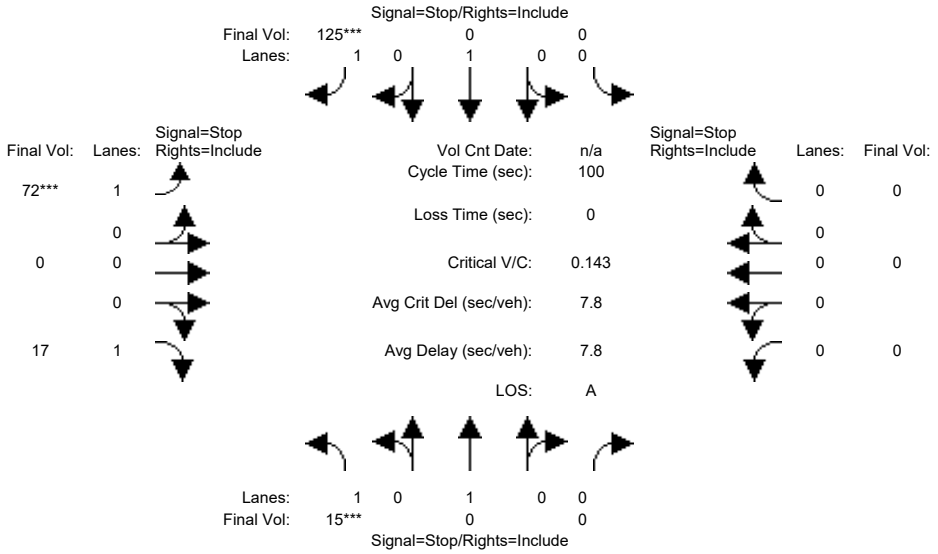
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM 4-Way Stop (Future Volume Alternative)
Background Plus Project AM

Intersection #1005: Stars and Stripes Drive / Avenue C




```
Street Name:     Stars and Stripes Drive                    Avenue C
Approach:      North Bound      South Bound      East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Min. Green:     7   10    10     7   10    10     7   10    10     7   10    10
------------|---------------||---------------||---------------||---------------|
Volume Module:
Base Vol:       0    0     0     0    0    20    20    0     0     0    0     0
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:    0    0     0     0    0    20    20    0     0     0    0     0
Added Vol:     15    0     0     0    0   105    52    0    17     0    0     0
PasserByVol:    0    0     0     0    0     0     0    0     0     0    0     0
Initial Fut:   15    0     0     0    0   125    72    0    17     0    0     0
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Volume:    15    0     0     0    0   125    72    0    17     0    0     0
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
Reduced Vol:   15    0     0     0    0   125    72    0    17     0    0     0
PCE Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
MLF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
FinalVolume:   15    0     0     0    0   125    72    0    17     0    0     0
------------|---------------||---------------||---------------||---------------|
Saturation Flow Module:
Adjustment:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Lanes:       1.00 1.00  0.00  0.00 1.00  1.00  1.00 0.00  1.00  0.00 0.00  0.00
Final Sat.:   667  734     0     0  747   876   667    0   855     0    0     0
------------|---------------||---------------||---------------||---------------|
Capacity Analysis Module:
Vol/Sat:     0.02 0.00  xxxx  xxxx 0.00  0.14  0.11 xxxx  0.02  xxxx xxxx  xxxx
Crit Moves:  ****                          ****  ****
Delay/Veh:    8.1  0.0   0.0   0.0  0.0   7.4   8.6  0.0   6.9   0.0  0.0   0.0
Delay Adj:   1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
AdjDel/Veh:   8.1  0.0   0.0   0.0  0.0   7.4   8.6  0.0   6.9   0.0  0.0   0.0
LOS by Move:    A    *     *     *    *     A     A    *     A     *    *     *
ApproachDel:       8.1              7.4              8.3           xxxxxx
Delay Adj:        1.00             1.00             1.00            xxxxx
ApprAdjDel:        8.1              7.4              8.3           xxxxxx
LOS by Appr:         A                A                A                *
AllWayAvgQ:   0.0  0.0   0.0   0.0  0.0   0.2   0.1  0.0   0.0   0.0  0.0   0.0
Note: Queue reported is the number of cars per lane.
```

Peak Hour Volume Signal Warrant Report [Urban]

****

Intersection #1005 Stars and Stripes Drive / Avenue C

****

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Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Stop Sign			Stop Sign			Stop Sign			Stop Sign		
Lanes:	1 0 1 0 0			0 0 1 0 1			1 0 0 0 1			0 0 0 0 0		
Initial Vol:	15	0	0	0	0	125	72	0	17	0	0	0

Major Street Volume: 140
Minor Approach Volume: 89
Minor Approach Volume Threshold: 1220

SIGNAL WARRANT DISCLAIMER

This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace a rigorous and complete traffic signal warrant analysis by the responsible jurisdiction. Consideration of the other signal warrants, which is beyond the scope of this software, may yield different results.

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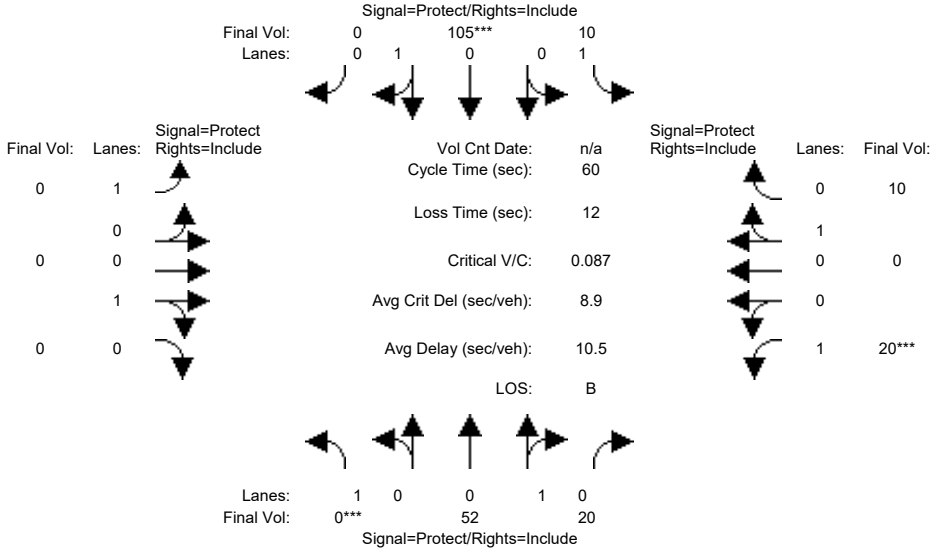
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background Plus Project AM

Intersection #1006: Avenue C / Station Road



Street Name:	Avenue C						Station Road					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	0	0	20	10	0	0	0	0	0	20	0	10
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	0	0	20	10	0	0	0	0	0	20	0	10
Added Vol:	0	52	0	0	105	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	0	52	20	10	105	0	0	0	0	20	0	10
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	0	52	20	10	105	0	0	0	0	20	0	10
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	0	52	20	10	105	0	0	0	0	20	0	10
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	0	52	20	10	105	0	0	0	0	20	0	10
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	0.95	0.95	0.92	0.95	0.92	0.92	1.00	0.92	0.92	1.00	0.95
Lanes:	1.00	0.72	0.28	1.00	1.00	0.00	1.00	1.00	0.00	1.00	0.00	1.00
Final Sat.:	1750	1300	500	1750	1800	0	1750	1900	0	1750	0	1800
Capacity Analysis Module:												
Vol/Sat:	0.00	0.04	0.04	0.01	0.06	0.00	0.00	0.00	0.00	0.01	0.00	0.01
Crit Moves:	****				****					****		
Green Time:	0.0	24.1	24.1	16.9	34.0	0.0	0.0	0.0	0.0	7.0	0.0	10.0
Volume/Cap:	0.00	0.10	0.10	0.02	0.10	0.00	0.00	0.00	0.00	0.10	0.00	0.03
Delay/Veh:	0.0	11.2	11.2	15.6	6.0	0.0	0.0	0.0	0.0	23.9	0.0	21.0
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	0.0	11.2	11.2	15.6	6.0	0.0	0.0	0.0	0.0	23.9	0.0	21.0
LOS by Move:	A	B	B	B	A	A	A	A	A	C	A	C
HCM2k95thQ:	0	2	2	0	2	0	0	0	0	1	0	0

Note: Queue reported is the number of cars per lane.

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Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Summary Scenario Comparison Report (With Average Critical Delay)
Future Volume Alternative

		Background No Project PM				Background Plus Project PM				???						???			
Intersection		LOS	Avg Del (sec)	Crit V/C	Avg Crit Del (sec)	LOS	Avg Del (sec)	Crit V/C	Avg Crit Del (sec)	LOS	Avg Del (sec)	Crit V/C	Crit V/C Change	Avg Crit Del (sec)	Avg Crit Del Change	LOS	Avg Del (sec)	Crit V/C	Avg Crit Del (sec)
#8	Great America Parkway / Tasman Drive (CMP)	D	51.8	0.992	63.1	E	69.0	1.050	83.0	?	xx.x	x.xxx	x.xxx	xx.x	xx.x	?	xx.x	x.xxx	xx.x
#9	Convention Center / Tasman Drive	C	21.9	0.705	24.6	C	25.5	0.765	30.1	?	xx.x	x.xxx	x.xxx	xx.x	xx.x	?	xx.x	x.xxx	xx.x
#10	Avenue A (Future Driveway) / Tasman Drive					C	22.8	0.488	1.2	?	xx.x	x.xxx	x.xxx	xx.x	xx.x	?	xx.x	x.xxx	xx.x
#11	Centennial Boulevard / Tasman Drive	C	23.8	0.634	28.0	C	28.1	0.678	32.7	?	xx.x	x.xxx	x.xxx	xx.x	xx.x	?	xx.x	x.xxx	xx.x
#12	Avenue C / Tasman Drive					C	15.5	0.099	0.2	?	xx.x	x.xxx	x.xxx	xx.x	xx.x	?	xx.x	x.xxx	xx.x
#13	Calle Del Sol / Tasman Drive	B	19.0	0.704	17.9	C	21.6	0.762	20.0	?	xx.x	x.xxx	x.xxx	xx.x	xx.x	?	xx.x	x.xxx	xx.x
#60	Great America Parkway / Old Mountain View-Alviso Road	D	37.2	0.783	45.8	D	43.5	0.816	57.0	?	xx.x	x.xxx	x.xxx	xx.x	xx.x	?	xx.x	x.xxx	xx.x
#61	Great America Parkway / City Place Parkway (Future	A	9.3	0.370	11.3	B	11.3	0.479	14.5	?	xx.x	x.xxx	x.xxx	xx.x	xx.x	?	xx.x	x.xxx	xx.x
#63	Great America Parkway/Bunker Hill Lane	B	15.7	0.531	14.8	B	15.7	0.545	14.7	?	xx.x	x.xxx	x.xxx	xx.x	xx.x	?	xx.x	x.xxx	xx.x
#90	Laffeyette Street / Calle De Luna	C	20.9	0.429	18.8	C	22.9	0.476	20.9	?	xx.x	x.xxx	x.xxx	xx.x	xx.x	?	xx.x	x.xxx	xx.x
#1002	Stars and Stripes Drive / Avenue A					A	7.9	0.215	7.9	?	xx.x	x.xxx	x.xxx	xx.x	xx.x	?	xx.x	x.xxx	xx.x
#1003	Centennial Boulevard / Stars and Stripes Drive					B	14.2	0.164	14.9	?	xx.x	x.xxx	x.xxx	xx.x	xx.x	?	xx.x	x.xxx	xx.x
#1004	Stars and Stripes Drive / Avenue B					A	8.0	0.141	8.0	?	xx.x	x.xxx	x.xxx	xx.x	xx.x	?	xx.x	x.xxx	xx.x
#1005	Stars and Stripes Drive / Avenue C					A	8.2	0.176	8.2	?	xx.x	x.xxx	x.xxx	xx.x	xx.x	?	xx.x	x.xxx	xx.x
#1006	Avenue C / Station Road					B	11.0	0.090	10.2	?	xx.x	x.xxx	x.xxx	xx.x	xx.x	?	xx.x	x.xxx	xx.x

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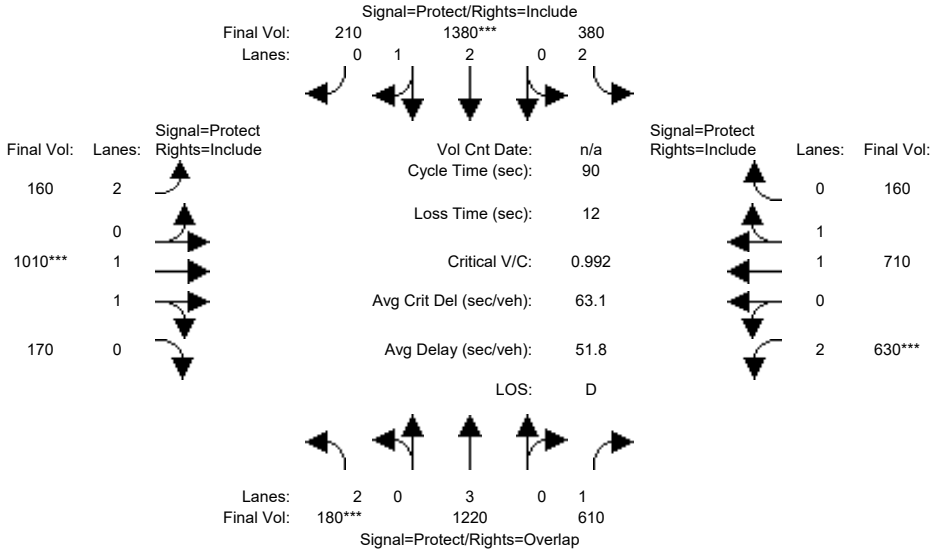
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background No Project PM

Intersection #8: Great America Parkway / Tasman Drive (CMP)



Street Name:	Great America Parkway						Tasman Drive					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	180	1220	610	380	1380	210	160	1010	170	630	710	160
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	180	1220	610	380	1380	210	160	1010	170	630	710	160
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	180	1220	610	380	1380	210	160	1010	170	630	710	160
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	180	1220	610	380	1380	210	160	1010	170	630	710	160
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	180	1220	610	380	1380	210	160	1010	170	630	710	160
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	180	1220	610	380	1380	210	160	1010	170	630	710	160
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.83	1.00	0.92	0.83	0.99	0.95	0.83	0.98	0.95	0.83	0.98	0.95
Lanes:	2.00	3.00	1.00	2.00	2.59	0.41	2.00	1.70	0.30	2.00	1.62	0.38
Final Sat.:	3150	5700	1750	3150	4859	739	3150	3167	533	3150	3019	680
Capacity Analysis Module:												
Vol/Sat:	0.06	0.21	0.35	0.12	0.28	0.28	0.05	0.32	0.32	0.20	0.24	0.24
Crit Moves:	****				****			****		****		
Green Time:	7.0	20.5	38.2	11.6	25.1	25.1	11.4	28.2	28.2	17.7	34.5	34.5
Volume/Cap:	0.73	0.94	0.82	0.94	1.02	1.02	0.40	1.02	1.02	1.02	0.61	0.61
Delay/Veh:	51.6	47.0	30.1	68.3	59.8	59.8	36.8	61.9	61.9	76.9	23.2	23.2
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	51.6	47.0	30.1	68.3	59.8	59.8	36.8	61.9	61.9	76.9	23.2	23.2
LOS by Move:	D	D	C	E	E	E	D	E	E	E	C	C
HCM2k95thQ:	9	27	32	14	33	33	6	41	41	24	18	18

Note: Queue reported is the number of cars per lane.

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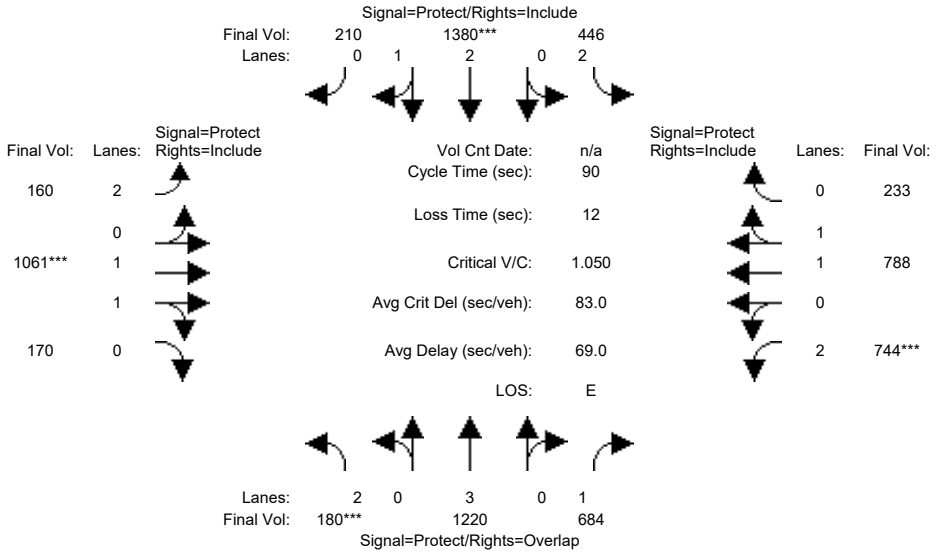
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background Plus Project PM

Intersection #8: Great America Parkway / Tasman Drive (CMP)



Street Name:	Great America Parkway						Tasman Drive					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	180	1220	610	380	1380	210	160	1010	170	630	710	160
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	180	1220	610	380	1380	210	160	1010	170	630	710	160
Added Vol:	0	0	74	66	0	0	0	51	0	114	78	73
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	180	1220	684	446	1380	210	160	1061	170	744	788	233
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	180	1220	684	446	1380	210	160	1061	170	744	788	233
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	180	1220	684	446	1380	210	160	1061	170	744	788	233
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	180	1220	684	446	1380	210	160	1061	170	744	788	233
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.83	1.00	0.92	0.83	0.99	0.95	0.83	0.98	0.95	0.83	0.98	0.95
Lanes:	2.00	3.00	1.00	2.00	2.59	0.41	2.00	1.72	0.28	2.00	1.53	0.47
Final Sat.:	3150	5700	1750	3150	4859	739	3150	3189	511	3150	2855	844
Capacity Analysis Module:												
Vol/Sat:	0.06	0.21	0.39	0.14	0.28	0.28	0.05	0.33	0.33	0.24	0.28	0.28
Crit Moves:	****				****			****		****		
Green Time:	7.0	18.4	38.1	12.2	23.6	23.6	10.4	27.7	27.7	19.7	36.9	36.9
Volume/Cap:	0.73	1.04	0.92	1.04	1.08	1.08	0.44	1.08	1.08	1.08	0.67	0.67
Delay/Veh:	51.6	74.5	41.7	94.6	81.9	81.9	37.9	82.6	82.6	93.5	22.8	22.8
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	51.6	74.5	41.7	94.6	81.9	81.9	37.9	82.6	82.6	93.5	22.8	22.8
LOS by Move:	D	E	D	F	F	F	D	F	F	F	C	C
HCM2k95thQ:	9	32	40	19	36	36	6	46	46	30	21	21

Note: Queue reported is the number of cars per lane.

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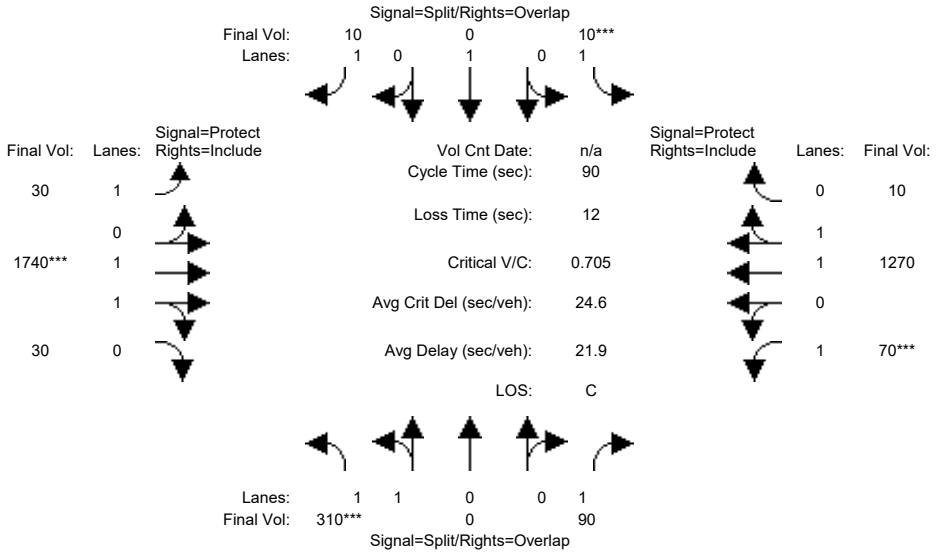
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background No Project PM

Intersection #9: Convention Center / Tasman Drive



Street Name:	Convention Center						Tasman Drive					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	10	10	10	10	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	310	0	90	10	0	10	30	1740	30	70	1270	10
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	310	0	90	10	0	10	30	1740	30	70	1270	10
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	310	0	90	10	0	10	30	1740	30	70	1270	10
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	310	0	90	10	0	10	30	1740	30	70	1270	10
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	310	0	90	10	0	10	30	1740	30	70	1270	10
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	310	0	90	10	0	10	30	1740	30	70	1270	10
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.93	1.00	0.92	0.92	1.00	0.92	0.92	0.97	0.95	0.92	0.97	0.95
Lanes:	2.00	0.00	1.00	1.00	1.00	1.00	1.00	1.97	0.03	1.00	1.98	0.02
Final Sat.:	3550	0	1750	1750	1900	1750	1750	3637	63	1750	3671	29
Capacity Analysis Module:												
Vol/Sat:	0.09	0.00	0.05	0.01	0.00	0.01	0.02	0.48	0.48	0.04	0.35	0.35
Crit Moves:	****			****				****		****		
Green Time:	10.0	0.0	17.0	10.0	0.0	20.6	10.6	51.0	51.0	7.0	47.4	47.4
Volume/Cap:	0.79	0.00	0.27	0.05	0.00	0.02	0.14	0.84	0.84	0.51	0.66	0.66
Delay/Veh:	49.0	0.0	31.7	35.9	0.0	26.9	35.9	19.5	19.5	43.2	16.3	16.3
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	49.0	0.0	31.7	35.9	0.0	26.9	35.9	19.5	19.5	43.2	16.3	16.3
LOS by Move:	D	A	C	D	A	C	D	B	B	D	B	B
HCM2k95thQ:	13	0	5	1	0	0	2	33	33	4	23	23

Note: Queue reported is the number of cars per lane.

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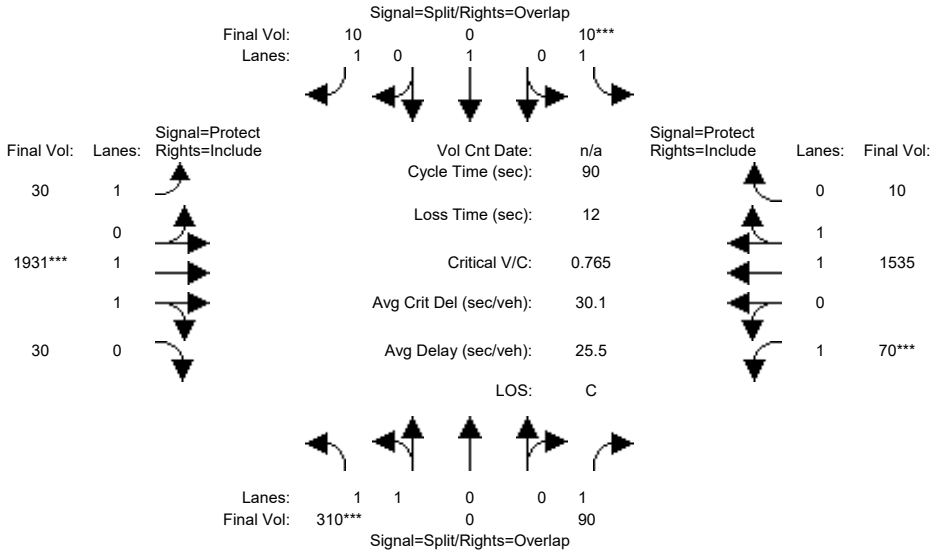
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background Plus Project PM

Intersection #9: Convention Center / Tasman Drive



Street Name:	Convention Center						Tasman Drive					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	10	10	10	10	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	310	0	90	10	0	10	30	1740	30	70	1270	10
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	310	0	90	10	0	10	30	1740	30	70	1270	10
Added Vol:	0	0	0	0	0	0	0	191	0	0	265	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	310	0	90	10	0	10	30	1931	30	70	1535	10
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	310	0	90	10	0	10	30	1931	30	70	1535	10
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	310	0	90	10	0	10	30	1931	30	70	1535	10
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	310	0	90	10	0	10	30	1931	30	70	1535	10
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.93	1.00	0.92	0.92	1.00	0.92	0.92	0.97	0.95	0.92	0.97	0.95
Lanes:	2.00	0.00	1.00	1.00	1.00	1.00	1.00	1.97	0.03	1.00	1.99	0.01
Final Sat.:	3550	0	1750	1750	1900	1750	1750	3643	57	1750	3676	24
Capacity Analysis Module:												
Vol/Sat:	0.09	0.00	0.05	0.01	0.00	0.01	0.02	0.53	0.53	0.04	0.42	0.42
Crit Moves:	****			****				****		****		
Green Time:	10.0	0.0	17.0	10.0	0.0	19.1	9.1	51.0	51.0	7.0	48.9	48.9
Volume/Cap:	0.79	0.00	0.27	0.05	0.00	0.03	0.17	0.94	0.94	0.51	0.77	0.77
Delay/Veh:	49.0	0.0	31.7	35.9	0.0	28.1	37.4	26.6	26.6	43.2	18.0	18.0
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	49.0	0.0	31.7	35.9	0.0	28.1	37.4	26.6	26.6	43.2	18.0	18.0
LOS by Move:	D	A	C	D	A	C	D	C	C	D	B	B
HCM2k95thQ:	13	0	5	1	0	1	2	40	40	4	30	30

Note: Queue reported is the number of cars per lane.

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Santa Clara City Place
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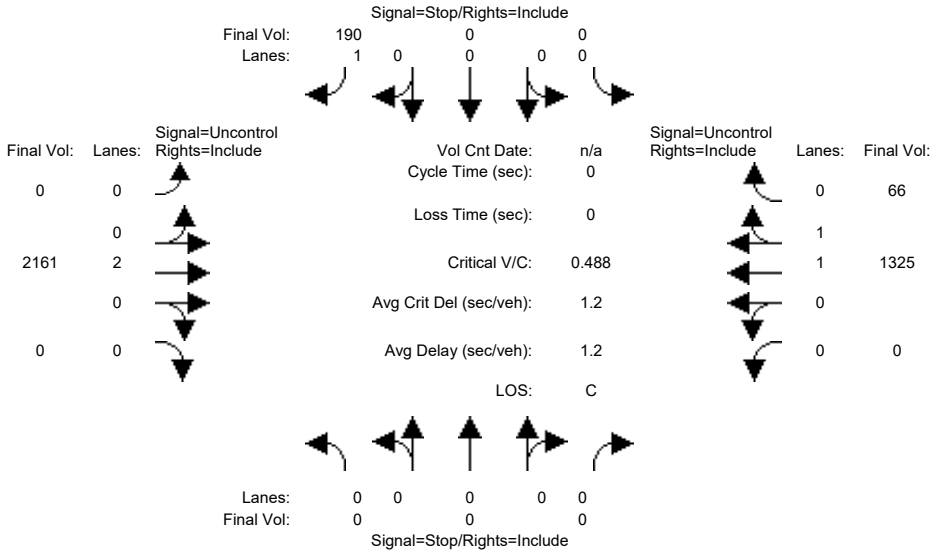
Background Conditions

Level Of Service Computation Report
2000 HCM Unsignalized (Future Volume Alternative)
Background Plus Project PM

Intersection #10: Avenue A (Future Driveway) / Tasman Drive




```
Street Name:    Avenue A (Future Driveway)              Tasman Drive
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Volume Module:
Base Vol:       0    0     0     0    0     0     0 1970     0     0 1250     0
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:    0    0     0     0    0     0     0 1970     0     0 1250     0
Added Vol:      0    0     0     0    0   190     0  191     0     0   75    66
PasserByVol:    0    0     0     0    0     0     0    0     0     0    0     0
Initial Fut:    0    0     0     0    0   190     0 2161     0     0 1325    66
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Volume:     0    0     0     0    0   190     0 2161     0     0 1325    66
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
FinalVolume:    0    0     0     0    0   190     0 2161     0     0 1325    66
------------|---------------||---------------||---------------||---------------|
Critical Gap Module:
Critical Gp:xxxxx xxxx xxxxx xxxxx xxxx   6.9 xxxxx xxxx xxxxx xxxxx xxxx xxxxx
FollowUpTim:xxxxx xxxx xxxxx xxxxx xxxx   3.3 xxxxx xxxx xxxxx xxxxx xxxx xxxxx
------------|---------------||---------------||---------------||---------------|
Capacity Module:
Cnflict Vol: xxxx xxxx xxxxx  xxxx xxxx   696  xxxx xxxx xxxxx  xxxx xxxx xxxxx
Potent Cap.: xxxx xxxx xxxxx  xxxx xxxx   389  xxxx xxxx xxxxx  xxxx xxxx xxxxx
Move Cap.:   xxxx xxxx xxxxx  xxxx xxxx   389  xxxx xxxx xxxxx  xxxx xxxx xxxxx
Volume/Cap:  xxxx xxxx  xxxx  xxxx xxxx  0.49  xxxx xxxx  xxxx  xxxx xxxx  xxxx
------------|---------------||---------------||---------------||---------------|
Level Of Service Module:
2Way95thQ:   xxxx xxxx xxxxx  xxxx xxxx   2.6  xxxx xxxx xxxxx  xxxx xxxx xxxxx
Control Del:xxxxx xxxx xxxxx xxxxx xxxx  22.8 xxxxx xxxx xxxxx xxxxx xxxx xxxxx
LOS by Move:    *    *     *     *    *     C     *    *     *     *    *     *
Movement:     LT - LTR - RT    LT - LTR - RT    LT - LTR - RT    LT - LTR - RT
Shared Cap.: xxxx xxxx xxxxx  xxxx xxxx xxxxx  xxxx xxxx xxxxx  xxxx xxxx xxxxx
SharedQueue:xxxxx xxxx xxxxx xxxxx xxxx xxxxx xxxxx xxxx xxxxx xxxxx xxxx xxxxx
Shrd ConDel:xxxxx xxxx xxxxx xxxxx xxxx xxxxx xxxxx xxxx xxxxx xxxxx xxxx xxxxx
Shared LOS:     *    *     *     *    *     *     *    *     *     *    *     *
ApproachDel:    xxxxxx             22.8           xxxxxx           xxxxxx
ApproachLOS:         *                C                *                *
Note: Queue reported is the number of cars per lane.
                    Peak Hour Delay Signal Warrant Report
*******************************************************************************
Intersection #10 Avenue A (Future Driveway) / Tasman Drive
*******************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
```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```
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign       Uncontrolled     Uncontrolled
Lanes:        0  0  0  0  0    0  0  0  0  1    0  0  2  0  0    0  0  1  1  0
Initial Vol:    0    0     0     0    0   190     0 2161     0     0 1325    66
ApproachDel:    xxxxxx             22.8           xxxxxx           xxxxxx
------------|---------------||---------------||---------------||---------------|
Approach[southbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=1.2]
   FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=190]
   SUCCEED - Approach volume greater than or equal to 100 for one lane approach.
Signal Warrant Rule #3: [approach count=3][total volume=3742]
   SUCCEED - Total volume greater than or equal to 650 for intersection
             with less than four approaches.
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
                Peak Hour Volume Signal Warrant Report [Urban]
********************************************************************************
Intersection #10 Avenue A (Future Driveway) / Tasman Drive
********************************************************************************
Future Volume Alternative: Peak Hour Warrant Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign       Uncontrolled     Uncontrolled
Lanes:        0  0  0  0  0    0  0  0  0  1    0  0  2  0  0    0  0  1  1  0
Initial Vol:    0    0     0     0    0   190     0 2161     0     0 1325    66
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             3552
Minor Approach Volume:           190
Minor Approach Volume Threshold: -152 [less than minimum of 100]
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
```


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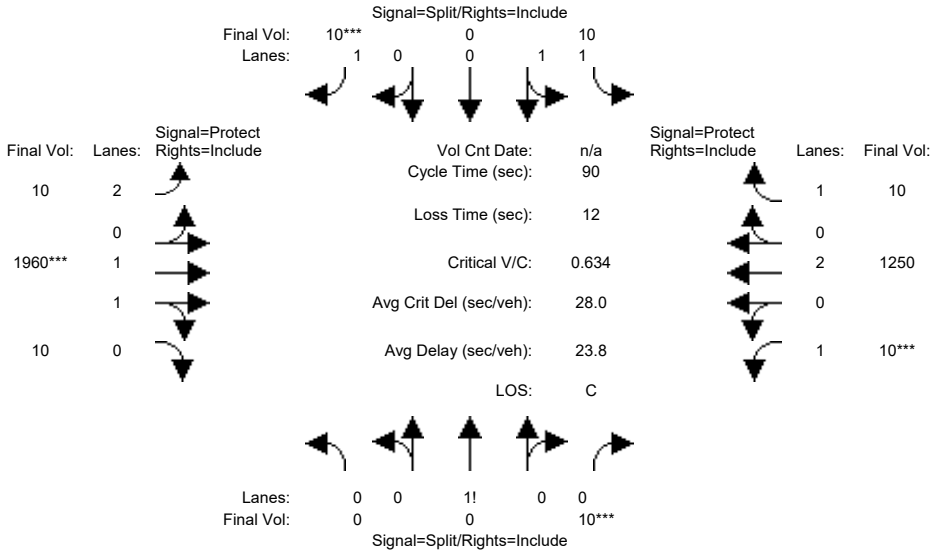
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background No Project PM

Intersection #11: Centennial Boulevard / Tasman Drive



Street Name:	Centennial Boulevard						Tasman Drive					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	0	0	10	10	0	10	10	1960	10	10	1250	10
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	0	0	10	10	0	10	10	1960	10	10	1250	10
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	0	0	10	10	0	10	10	1960	10	10	1250	10
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	0	0	10	10	0	10	10	1960	10	10	1250	10
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	0	0	10	10	0	10	10	1960	10	10	1250	10
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	0	0	10	10	0	10	10	1960	10	10	1250	10
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.92	0.93	1.00	0.92	0.83	0.97	0.95	0.92	1.00	0.92
Lanes:	0.00	0.00	1.00	2.00	0.00	1.00	2.00	1.99	0.01	1.00	2.00	1.00
Final Sat.:	0	0	1750	3550	0	1750	3150	3681	19	1750	3800	1750
Capacity Analysis Module:												
Vol/Sat:	0.00	0.00	0.01	0.00	0.00	0.01	0.00	0.53	0.53	0.01	0.33	0.01
Crit Moves:			****			****		****		****		
Green Time:	0.0	0.0	10.0	10.0	0.0	10.0	11.1	51.0	51.0	7.0	46.9	46.9
Volume/Cap:	0.00	0.00	0.05	0.03	0.00	0.05	0.03	0.94	0.94	0.07	0.63	0.01
Delay/Veh:	0.0	0.0	36.3	35.8	0.0	36.3	34.8	27.9	27.9	39.5	16.9	10.4
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	0.0	0.0	36.3	35.8	0.0	36.3	34.8	27.9	27.9	39.5	16.9	10.4
LOS by Move:	A	A	D	D	A	D	C	C	C	D	B	B
HCM2k95thQ:	0	0	1	0	0	1	0	45	45	1	21	0

Note: Queue reported is the number of cars per lane.

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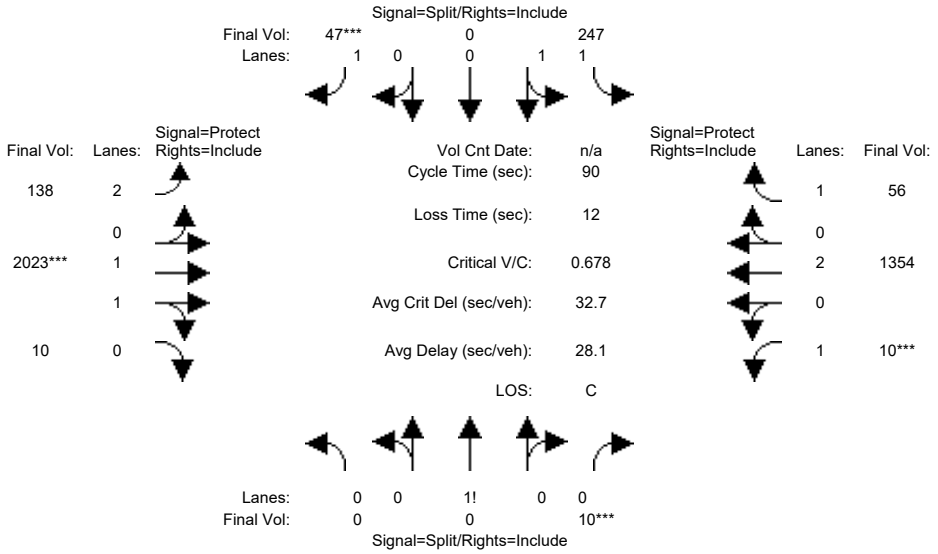
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background Plus Project PM

Intersection #11: Centennial Boulevard / Tasman Drive



Street Name:	Centennial Boulevard						Tasman Drive					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	0	0	10	10	0	10	10	1960	10	10	1250	10
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	0	0	10	10	0	10	10	1960	10	10	1250	10
Added Vol:	0	0	0	237	0	37	128	63	0	0	104	46
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	0	0	10	247	0	47	138	2023	10	10	1354	56
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	0	0	10	247	0	47	138	2023	10	10	1354	56
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	0	0	10	247	0	47	138	2023	10	10	1354	56
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	0	0	10	247	0	47	138	2023	10	10	1354	56
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.92	0.93	1.00	0.92	0.83	0.97	0.95	0.92	1.00	0.92
Lanes:	0.00	0.00	1.00	2.00	0.00	1.00	2.00	1.99	0.01	1.00	2.00	1.00
Final Sat.:	0	0	1750	3550	0	1750	3150	3682	18	1750	3800	1750
Capacity Analysis Module:												
Vol/Sat:	0.00	0.00	0.01	0.07	0.00	0.03	0.04	0.55	0.55	0.01	0.36	0.03
Crit Moves:			****			****		****		****		
Green Time:	0.0	0.0	10.0	10.0	0.0	10.0	10.4	51.0	51.0	7.0	47.6	47.6
Volume/Cap:	0.00	0.00	0.05	0.63	0.00	0.24	0.38	0.97	0.97	0.07	0.67	0.06
Delay/Veh:	0.0	0.0	36.3	45.5	0.0	39.5	39.8	32.4	32.4	39.5	17.3	10.4
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	0.0	0.0	36.3	45.5	0.0	39.5	39.8	32.4	32.4	39.5	17.3	10.4
LOS by Move:	A	A	D	D	A	D	D	C	C	D	B	B
HCM2k95thQ:	0	0	1	8	0	3	5	47	47	1	23	2

Note: Queue reported is the number of cars per lane.

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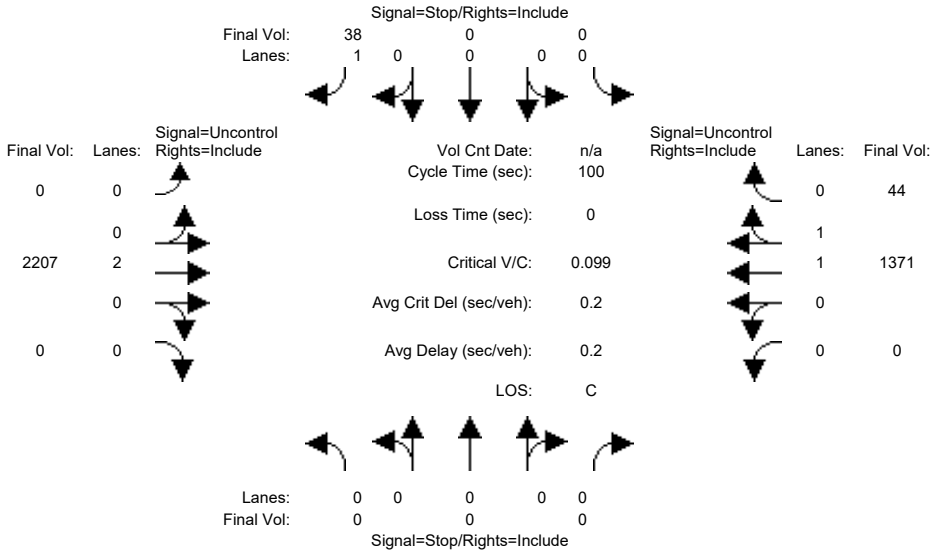
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM Unsignalized (Future Volume Alternative)
Background Plus Project PM

Intersection #12: Avenue C / Tasman Drive




```
Street Name:             Avenue C                          Tasman Drive
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Volume Module:
Base Vol:       0    0     0     0    0     0     0 1970     0     0 1260     0
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:    0    0     0     0    0     0     0 1970     0     0 1260     0
Added Vol:      0    0     0     0    0    38     0  237     0     0  111    44
PasserByVol:    0    0     0     0    0     0     0    0     0     0    0     0
Initial Fut:    0    0     0     0    0    38     0 2207     0     0 1371    44
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Volume:     0    0     0     0    0    38     0 2207     0     0 1371    44
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
FinalVolume:    0    0     0     0    0    38     0 2207     0     0 1371    44
------------|---------------||---------------||---------------||---------------|
Critical Gap Module:
Critical Gp:xxxxx xxxx xxxxx xxxxx xxxx   6.9 xxxxx xxxx xxxxx xxxxx xxxx xxxxx
FollowUpTim:xxxxx xxxx xxxxx xxxxx xxxx   3.3 xxxxx xxxx xxxxx xxxxx xxxx xxxxx
------------|---------------||---------------||---------------||---------------|
Capacity Module:
Cnflict Vol: xxxx xxxx xxxxx  xxxx xxxx   708  xxxx xxxx xxxxx  xxxx xxxx xxxxx
Potent Cap.: xxxx xxxx xxxxx  xxxx xxxx   382  xxxx xxxx xxxxx  xxxx xxxx xxxxx
Move Cap.:   xxxx xxxx xxxxx  xxxx xxxx   382  xxxx xxxx xxxxx  xxxx xxxx xxxxx
Volume/Cap:  xxxx xxxx  xxxx  xxxx xxxx  0.10  xxxx xxxx  xxxx  xxxx xxxx  xxxx
------------|---------------||---------------||---------------||---------------|
Level Of Service Module:
2Way95thQ:   xxxx xxxx xxxxx  xxxx xxxx   0.3  xxxx xxxx xxxxx  xxxx xxxx xxxxx
Control Del:xxxxx xxxx xxxxx xxxxx xxxx  15.5 xxxxx xxxx xxxxx xxxxx xxxx xxxxx
LOS by Move:    *    *     *     *    *     C     *    *     *     *    *     *
Movement:     LT - LTR - RT    LT - LTR - RT    LT - LTR - RT    LT - LTR - RT
Shared Cap.: xxxx xxxx xxxxx  xxxx xxxx xxxxx  xxxx xxxx xxxxx  xxxx xxxx xxxxx
SharedQueue:xxxxx xxxx xxxxx xxxxx xxxx xxxxx xxxxx xxxx xxxxx xxxxx xxxx xxxxx
Shrd ConDel:xxxxx xxxx xxxxx xxxxx xxxx xxxxx xxxxx xxxx xxxxx xxxxx xxxx xxxxx
Shared LOS:     *    *     *     *    *     *     *    *     *     *    *     *
ApproachDel:    xxxxxx             15.5           xxxxxx           xxxxxx
ApproachLOS:         *                C                *                *
Note: Queue reported is the number of cars per lane.
                    Peak Hour Delay Signal Warrant Report
*******************************************************************************
Intersection #12 Avenue C / Tasman Drive
*******************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
```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```
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign       Uncontrolled     Uncontrolled
Lanes:        0  0  0  0  0    0  0  0  0  1    0  0  2  0  0    0  0  1  1  0
Initial Vol:    0    0     0     0    0    38     0 2207     0     0 1371    44
ApproachDel:    xxxxxx             15.5           xxxxxx           xxxxxx
------------|---------------||---------------||---------------||---------------|
Approach[southbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=0.2]
   FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=38]
   FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=3][total volume=3660]
   SUCCEED - Total volume greater than or equal to 650 for intersection
             with less than four approaches.
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
                Peak Hour Volume Signal Warrant Report [Urban]
********************************************************************************
Intersection #12 Avenue C / Tasman Drive
********************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign       Uncontrolled     Uncontrolled
Lanes:        0  0  0  0  0    0  0  0  0  1    0  0  2  0  0    0  0  1  1  0
Initial Vol:    0    0     0     0    0    38     0 2207     0     0 1371    44
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             3622
Minor Approach Volume:           38
Minor Approach Volume Threshold: -159 [less than minimum of 100]
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
```


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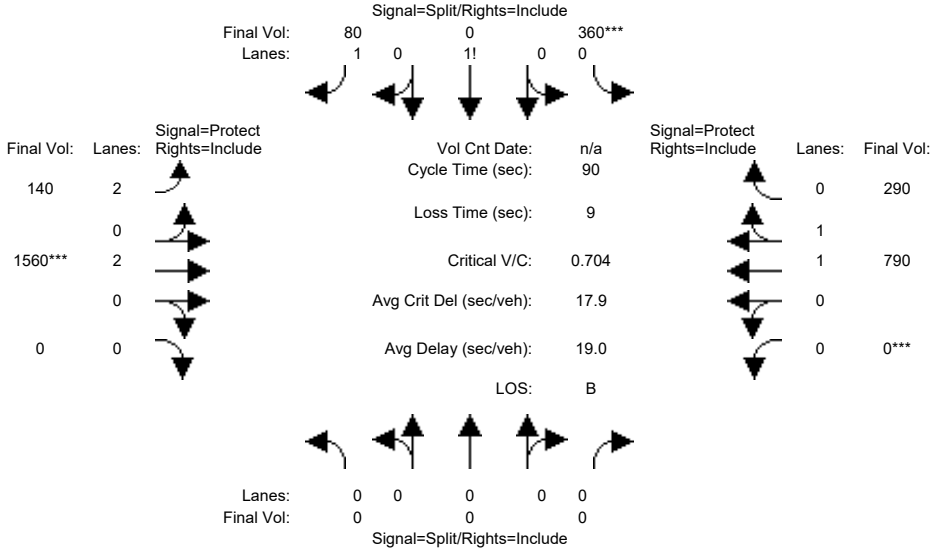
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background No Project PM

Intersection #13: Calle Del Sol / Tasman Drive



Street Name:	Calle Del Sol						Tasman Drive					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	0	0	0	10	0	10	7	10	0	0	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	0	0	0	360	0	80	140	1560	0	0	790	290
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	0	0	0	360	0	80	140	1560	0	0	790	290
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	0	0	0	360	0	80	140	1560	0	0	790	290
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	0	0	0	360	0	80	140	1560	0	0	790	290
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	0	0	0	360	0	80	140	1560	0	0	790	290
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	0	0	0	360	0	80	140	1560	0	0	790	290
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.92	0.95	0.95	0.92	0.83	1.00	0.92	0.92	0.98	0.95
Lanes:	0.00	0.00	0.00	0.90	0.00	1.10	2.00	2.00	0.00	0.00	1.45	0.55
Final Sat.:	0	0	0	1615	0	1929	3150	3800	0	0	2706	993
Capacity Analysis Module:												
Vol/Sat:	0.00	0.00	0.00	0.22	0.00	0.04	0.04	0.41	0.00	0.00	0.29	0.29
Crit Moves:				****				****		****		
Green Time:	0.0	0.0	0.0	28.5	0.0	28.5	11.0	52.5	0.0	0.0	41.5	41.5
Volume/Cap:	0.00	0.00	0.00	0.70	0.00	0.13	0.36	0.70	0.00	0.00	0.63	0.63
Delay/Veh:	0.0	0.0	0.0	30.7	0.0	21.9	36.8	14.3	0.0	0.0	19.3	19.3
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	0.0	0.0	0.0	30.7	0.0	21.9	36.8	14.3	0.0	0.0	19.3	19.3
LOS by Move:	A	A	A	C	A	C	D	B	A	A	B	B
HCM2k95thQ:	0	0	0	21	0	3	4	25	0	0	21	21

Note: Queue reported is the number of cars per lane.

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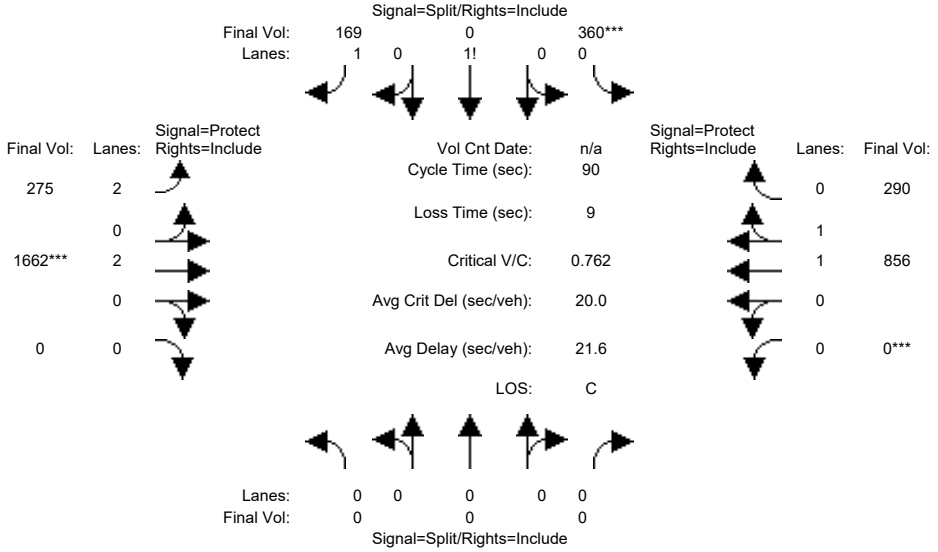
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background Plus Project PM

Intersection #13: Calle Del Sol / Tasman Drive



Street Name:	Calle Del Sol						Tasman Drive					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	0	0	0	10	0	10	7	10	0	0	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	0	0	0	360	0	80	140	1560	0	0	790	290
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	0	0	0	360	0	80	140	1560	0	0	790	290
Added Vol:	0	0	0	0	0	89	135	102	0	0	66	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	0	0	0	360	0	169	275	1662	0	0	856	290
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	0	0	0	360	0	169	275	1662	0	0	856	290
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	0	0	0	360	0	169	275	1662	0	0	856	290
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	0	0	0	360	0	169	275	1662	0	0	856	290
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.92	0.95	0.95	0.92	0.83	1.00	0.92	0.92	0.98	0.95
Lanes:	0.00	0.00	0.00	0.81	0.00	1.19	2.00	2.00	0.00	0.00	1.48	0.52
Final Sat.:	0	0	0	1450	0	2090	3150	3800	0	0	2763	936
Capacity Analysis Module:												
Vol/Sat:	0.00	0.00	0.00	0.25	0.00	0.08	0.09	0.44	0.00	0.00	0.31	0.31
Crit Moves:				****				****		****		
Green Time:	0.0	0.0	0.0	29.3	0.0	29.3	11.4	51.7	0.0	0.0	40.3	40.3
Volume/Cap:	0.00	0.00	0.00	0.76	0.00	0.25	0.69	0.76	0.00	0.00	0.69	0.69
Delay/Veh:	0.0	0.0	0.0	32.2	0.0	22.3	42.8	16.1	0.0	0.0	21.1	21.1
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	0.0	0.0	0.0	32.2	0.0	22.3	42.8	16.1	0.0	0.0	21.1	21.1
LOS by Move:	A	A	A	C	A	C	D	B	A	A	C	C
HCM2k95thQ:	0	0	0	24	0	6	8	28	0	0	23	23

Note: Queue reported is the number of cars per lane.

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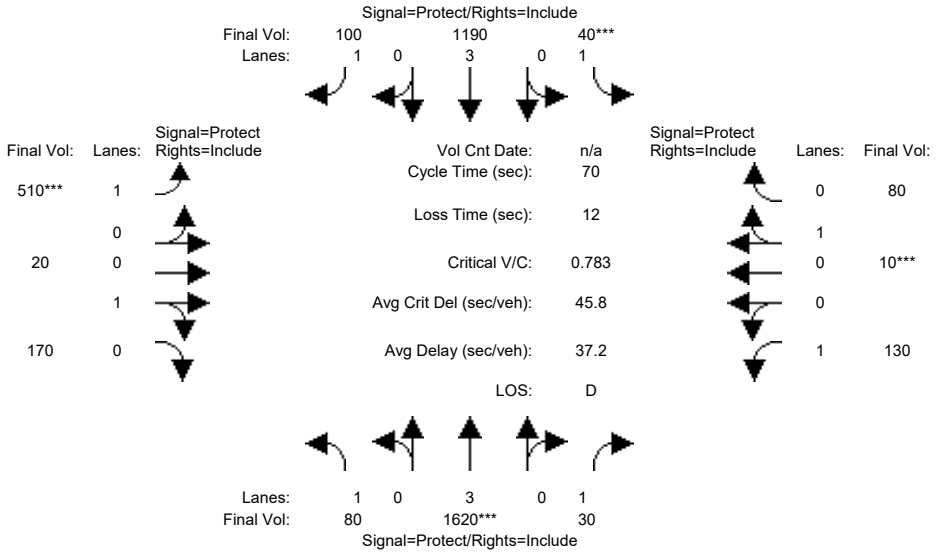
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background No Project PM

Intersection #60: Great America Parkway / Old Mountain View-Alviso Road



Street Name:	Great America Parkway						Old Mountain View-Alviso Road					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	80	1620	30	40	1190	100	510	20	170	130	10	80
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	80	1620	30	40	1190	100	510	20	170	130	10	80
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	80	1620	30	40	1190	100	510	20	170	130	10	80
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	80	1620	30	40	1190	100	510	20	170	130	10	80
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	80	1620	30	40	1190	100	510	20	170	130	10	80
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	80	1620	30	40	1190	100	510	20	170	130	10	80
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.92	0.92	1.00	0.92	0.92	0.95	0.95	0.92	0.95	0.95
Lanes:	1.00	3.00	1.00	1.00	3.00	1.00	1.00	0.11	0.89	1.00	0.11	0.89
Final Sat.:	1750	5700	1750	1750	5700	1750	1750	189	1611	1750	200	1600
Capacity Analysis Module:												
Vol/Sat:	0.05	0.28	0.02	0.02	0.21	0.06	0.29	0.11	0.11	0.07	0.05	0.05
Crit Moves:		****		****			****				****	
Green Time:	8.8	20.2	20.2	7.0	18.4	18.4	20.8	18.1	18.1	12.7	10.0	10.0
Volume/Cap:	0.36	0.98	0.06	0.23	0.79	0.22	0.98	0.41	0.41	0.41	0.35	0.35
Delay/Veh:	29.0	42.8	18.0	29.7	27.0	20.4	59.4	22.1	22.1	26.2	27.9	27.9
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	29.0	42.8	18.0	29.7	27.0	20.4	59.4	22.1	22.1	26.2	27.9	27.9
LOS by Move:	C	D	B	C	C	C	E	C	C	C	C	C
HCM2k95thQ:	3	26	1	2	16	4	32	8	8	6	4	4

Note: Queue reported is the number of cars per lane.

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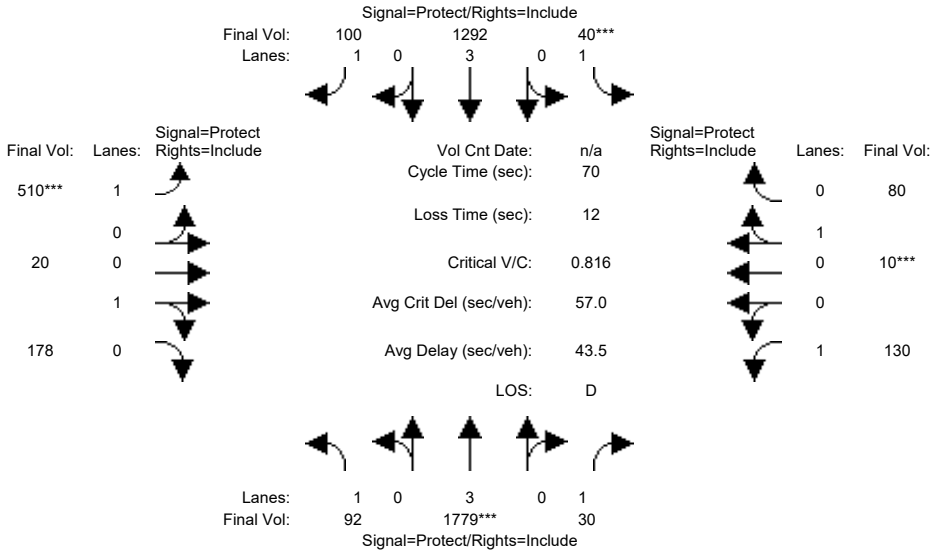
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background Plus Project PM

Intersection #60: Great America Parkway / Old Mountain View-Alviso Road



Street Name:	Great America Parkway						Old Mountain View-Alviso Road					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	80	1620	30	40	1190	100	510	20	170	130	10	80
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	80	1620	30	40	1190	100	510	20	170	130	10	80
Added Vol:	12	159	0	0	102	0	0	0	8	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	92	1779	30	40	1292	100	510	20	178	130	10	80
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	92	1779	30	40	1292	100	510	20	178	130	10	80
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	92	1779	30	40	1292	100	510	20	178	130	10	80
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	92	1779	30	40	1292	100	510	20	178	130	10	80
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.92	0.92	1.00	0.92	0.92	0.95	0.95	0.92	0.95	0.95
Lanes:	1.00	3.00	1.00	1.00	3.00	1.00	1.00	0.10	0.90	1.00	0.11	0.89
Final Sat.:	1750	5700	1750	1750	5700	1750	1750	182	1618	1750	200	1600
Capacity Analysis Module:												
Vol/Sat:	0.05	0.31	0.02	0.02	0.23	0.06	0.29	0.11	0.11	0.07	0.05	0.05
Crit Moves:		****		****			****				****	
Green Time:	8.6	21.2	21.2	7.0	19.6	19.6	19.8	17.5	17.5	12.3	10.0	10.0
Volume/Cap:	0.43	1.03	0.06	0.23	0.81	0.20	1.03	0.44	0.44	0.42	0.35	0.35
Delay/Veh:	29.7	54.3	17.4	29.7	26.7	19.5	73.6	22.8	22.8	26.7	27.9	27.9
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	29.7	54.3	17.4	29.7	26.7	19.5	73.6	22.8	22.8	26.7	27.9	27.9
LOS by Move:	C	D	B	C	C	B	E	C	C	C	C	C
HCM2k95thQ:	4	31	1	2	17	3	34	8	8	6	4	4

Note: Queue reported is the number of cars per lane.

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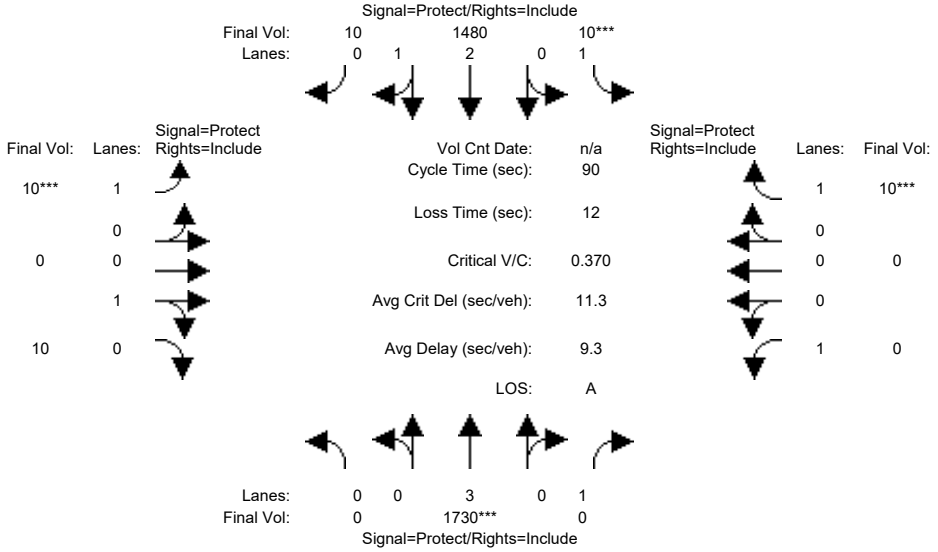
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background No Project PM

Intersection #61: Great America Parkway / City Place Parkway (Future Driveway)



Street Name:	Greate America Parkway						City Place Parkway (Future Drivew					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	0	10	10	7	10	0	7	0	10	7	0	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	0	1730	0	10	1480	10	10	0	10	0	0	10
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	0	1730	0	10	1480	10	10	0	10	0	0	10
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	0	1730	0	10	1480	10	10	0	10	0	0	10
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	0	1730	0	10	1480	10	10	0	10	0	0	10
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	0	1730	0	10	1480	10	10	0	10	0	0	10
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	0	1730	0	10	1480	10	10	0	10	0	0	10
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.92	0.92	0.98	0.95	0.92	1.00	0.95	0.92	1.00	0.92
Lanes:	0.00	3.00	1.00	1.00	2.98	0.02	1.00	0.00	1.00	1.00	0.00	1.00
Final Sat.:	0	5700	1750	1750	5562	38	1750	0	1800	1750	0	1750
Capacity Analysis Module:												
Vol/Sat:	0.00	0.30	0.00	0.01	0.27	0.27	0.01	0.00	0.01	0.00	0.00	0.01
Crit Moves:		****		****			****					****
Green Time:	0.0	54.0	0.0	7.0	61.0	61.0	7.0	0.0	17.0	0.0	0.0	10.0
Volume/Cap:	0.00	0.51	0.00	0.07	0.39	0.39	0.07	0.00	0.03	0.00	0.00	0.05
Delay/Veh:	0.0	10.9	0.0	39.5	6.7	6.7	39.5	0.0	29.9	0.0	0.0	36.3
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	0.0	10.9	0.0	39.5	6.7	6.7	39.5	0.0	29.9	0.0	0.0	36.3
LOS by Move:	A	B	A	D	A	A	D	A	C	A	A	D
HCM2k95thQ:	0	16	0	1	11	11	1	0	1	0	0	1

Note: Queue reported is the number of cars per lane.

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Santa Clara City Place
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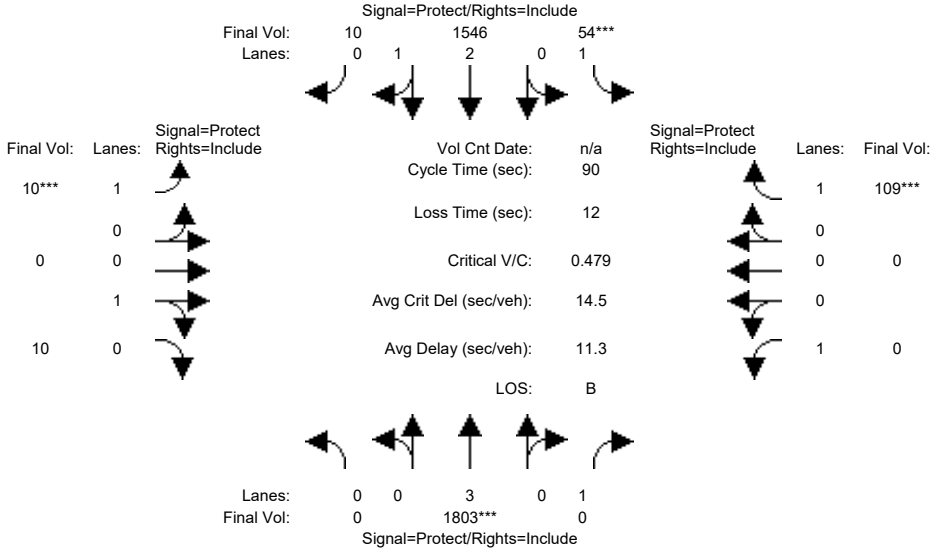
Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background Plus Project PM

Intersection #61: Great America Parkway / City Place Parkway (Future Driveway)



Street Name:	Greate America Parkway						City Place Parkway (Future Drivew					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	0	10	10	7	10	0	7	0	10	7	0	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	0	1730	0	10	1480	10	10	0	10	0	0	10
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	0	1730	0	10	1480	10	10	0	10	0	0	10
Added Vol:	0	73	0	44	66	0	0	0	0	0	0	99
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	0	1803	0	54	1546	10	10	0	10	0	0	109
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	0	1803	0	54	1546	10	10	0	10	0	0	109
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	0	1803	0	54	1546	10	10	0	10	0	0	109
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	0	1803	0	54	1546	10	10	0	10	0	0	109
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.92	0.92	0.98	0.95	0.92	1.00	0.95	0.92	1.00	0.92
Lanes:	0.00	3.00	1.00	1.00	2.98	0.02	1.00	0.00	1.00	1.00	0.00	1.00
Final Sat.:	0	5700	1750	1750	5564	36	1750	0	1800	1750	0	1750
Capacity Analysis Module:												
Vol/Sat:	0.00	0.32	0.00	0.03	0.28	0.28	0.01	0.00	0.01	0.00	0.00	0.06
Crit Moves:		****		****			****					****
Green Time:	0.0	53.5	0.0	7.0	60.5	60.5	7.0	0.0	17.5	0.0	0.0	10.5
Volume/Cap:	0.00	0.53	0.00	0.40	0.41	0.41	0.07	0.00	0.03	0.00	0.00	0.53
Delay/Veh:	0.0	11.4	0.0	47.9	7.0	7.0	39.5	0.0	29.5	0.0	0.0	47.0
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	0.0	11.4	0.0	47.9	7.0	7.0	39.5	0.0	29.5	0.0	0.0	47.0
LOS by Move:	A	B	A	D	A	A	D	A	C	A	A	D
HCM2k95thQ:	0	17	0	3	12	12	1	0	1	0	0	8

Note: Queue reported is the number of cars per lane.

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Santa Clara City Place
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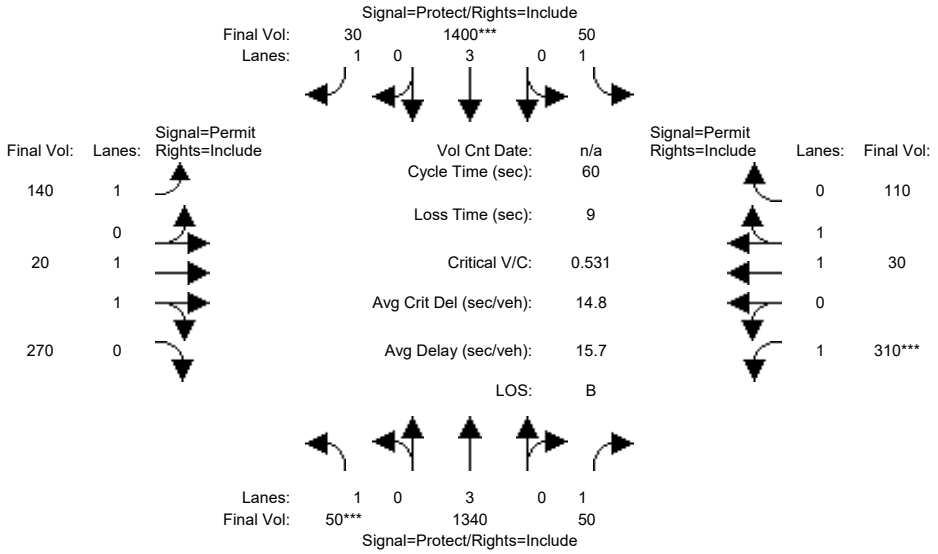
Intersection #63: Great America Parkway/Bunker Hill Lane



Street Name:	Great America Parkway						Bunker Hill Lane					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	7	10	10	7	10	10	10	10	10	10	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	50	1340	50	50	1400	30	140	20	270	310	30	110
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	50	1340	50	50	1400	30	140	20	270	310	30	110
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	50	1340	50	50	1400	30	140	20	270	310	30	110
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	50	1340	50	50	1400	30	140	20	270	310	30	110
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	50	1340	50	50	1400	30	140	20	270	310	30	110
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	50	1340	50	50	1400	30	140	20	270	310	30	110
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.92	0.92	1.00	0.92	0.92	1.00	0.92	0.92	1.00	0.92
Lanes:	1.00	3.00	1.00	1.00	3.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Final Sat.:	1750	5700	1750	1750	5700	1750	1750	1900	1750	1750	1900	1750
Capacity Analysis Module:												
Vol/Sat:	0.03	0.24	0.03	0.03	0.25	0.02	0.08	0.01	0.15	0.18	0.02	0.06
Crit Moves:	****				****					****		
Green Time:	7.0	21.8	21.8	10.8	25.6	25.6	18.4	18.4	18.4	18.4	18.4	18.4
Volume/Cap:	0.24	0.65	0.08	0.16	0.58	0.04	0.26	0.03	0.50	0.58	0.05	0.20
Delay/Veh:	24.7	16.7	12.6	21.0	13.4	10.1	15.9	14.6	17.7	19.0	14.6	15.5
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	24.7	16.7	12.6	21.0	13.4	10.1	15.9	14.6	17.7	19.0	14.6	15.5
LOS by Move:	C	B	B	C	B	B	B	B	B	B	B	B
HCM2k95thQ:	2	12	1	2	12	1	5	1	10	12	1	4

Note: Queue reported is the number of cars per lane.

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Santa Clara City Place
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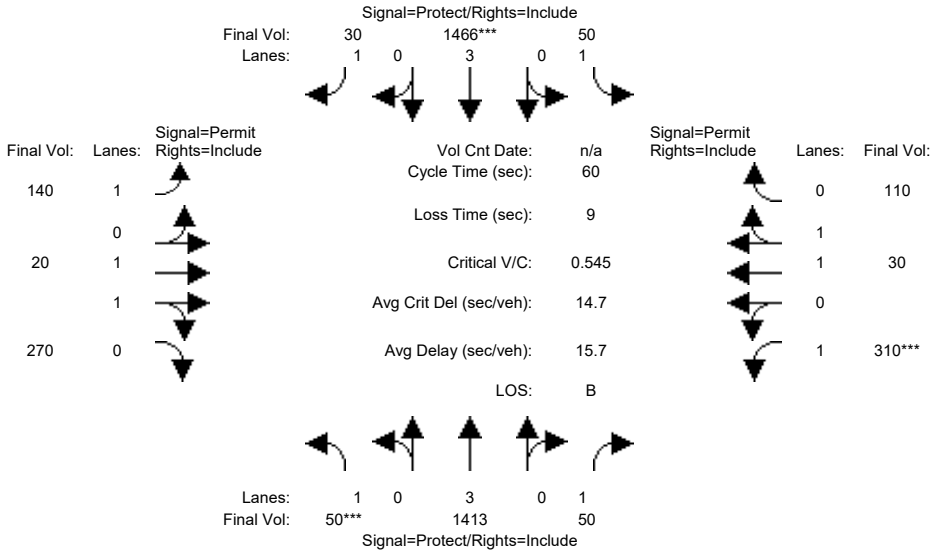
Intersection #63: Great America Parkway/Bunker Hill Lane



Street Name:	Great America Parkway						Bunker Hill Lane					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	7	10	10	7	10	10	10	10	10	10	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	50	1340	50	50	1400	30	140	20	270	310	30	110
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	50	1340	50	50	1400	30	140	20	270	310	30	110
Added Vol:	0	73	0	0	66	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	50	1413	50	50	1466	30	140	20	270	310	30	110
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	50	1413	50	50	1466	30	140	20	270	310	30	110
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	50	1413	50	50	1466	30	140	20	270	310	30	110
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	50	1413	50	50	1466	30	140	20	270	310	30	110
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.92	0.92	1.00	0.92	0.92	1.00	0.92	0.92	1.00	0.92
Lanes:	1.00	3.00	1.00	1.00	3.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Final Sat.:	1750	5700	1750	1750	5700	1750	1750	1900	1750	1750	1900	1750
Capacity Analysis Module:												
Vol/Sat:	0.03	0.25	0.03	0.03	0.26	0.02	0.08	0.01	0.15	0.18	0.02	0.06
Crit Moves:	****				****					****		
Green Time:	7.0	22.5	22.5	10.6	26.1	26.1	17.9	17.9	17.9	17.9	17.9	17.9
Volume/Cap:	0.24	0.66	0.08	0.16	0.59	0.04	0.27	0.04	0.52	0.59	0.05	0.21
Delay/Veh:	24.7	16.4	12.1	21.2	13.3	9.8	16.3	14.9	18.3	19.7	15.0	15.9
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	24.7	16.4	12.1	21.2	13.3	9.8	16.3	14.9	18.3	19.7	15.0	15.9
LOS by Move:	C	B	B	C	B	A	B	B	B	B	B	B
HCM2k95thQ:	2	13	1	2	13	1	5	1	10	12	1	4

Note: Queue reported is the number of cars per lane.

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Santa Clara City Place
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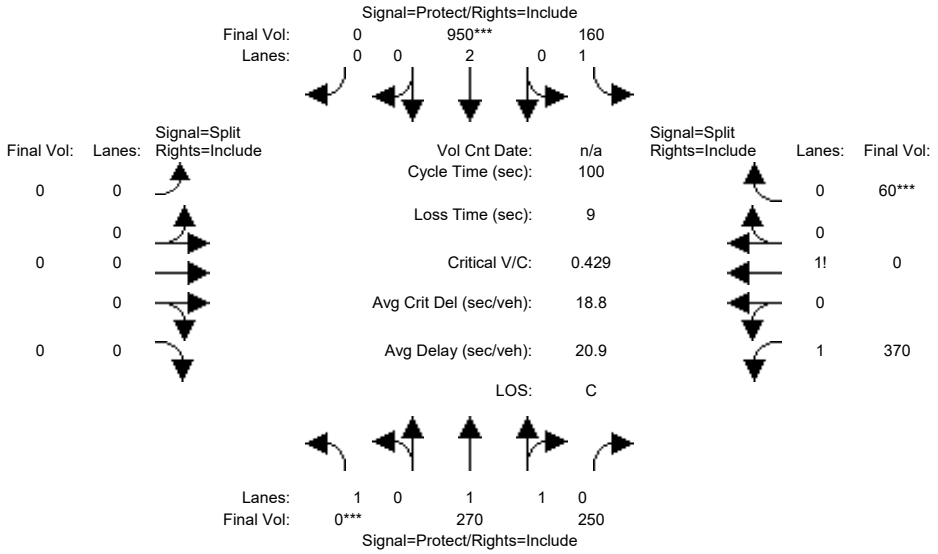
Intersection #90: Laffeyette Street / Calle De Luna



Street Name:	Lafayette Street						Calle De Luna					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	0	270	250	160	950	0	0	0	0	370	0	60
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	0	270	250	160	950	0	0	0	0	370	0	60
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	0	270	250	160	950	0	0	0	0	370	0	60
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	0	270	250	160	950	0	0	0	0	370	0	60
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	0	270	250	160	950	0	0	0	0	370	0	60
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	0	270	250	160	950	0	0	0	0	370	0	60
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.95	0.92	1.00	0.92	0.92	1.00	0.92	0.92	1.00	0.92
Lanes:	1.00	1.01	0.99	1.00	2.00	0.00	0.00	0.00	0.00	1.76	0.00	0.24
Final Sat.:	1750	1920	1778	1750	3800	0	0	0	0	3071	0	429
Capacity Analysis Module:												
Vol/Sat:	0.00	0.14	0.14	0.09	0.25	0.00	0.00	0.00	0.00	0.12	0.00	0.14
Crit Moves:	****				****							****
Green Time:	0.0	36.9	36.9	24.0	53.8	0.0	0.0	0.0	0.0	30.2	0.0	30.2
Volume/Cap:	0.00	0.38	0.38	0.38	0.46	0.00	0.00	0.00	0.00	0.40	0.00	0.46
Delay/Veh:	0.0	23.4	23.4	32.4	14.4	0.0	0.0	0.0	0.0	28.0	0.0	28.7
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	0.0	23.4	23.4	32.4	14.4	0.0	0.0	0.0	0.0	28.0	0.0	28.7
LOS by Move:	A	C	C	C	B	A	A	A	A	C	A	C
HCM2k95thQ:	0	12	12	9	17	0	0	0	0	11	0	13

Note: Queue reported is the number of cars per lane.

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Santa Clara City Place
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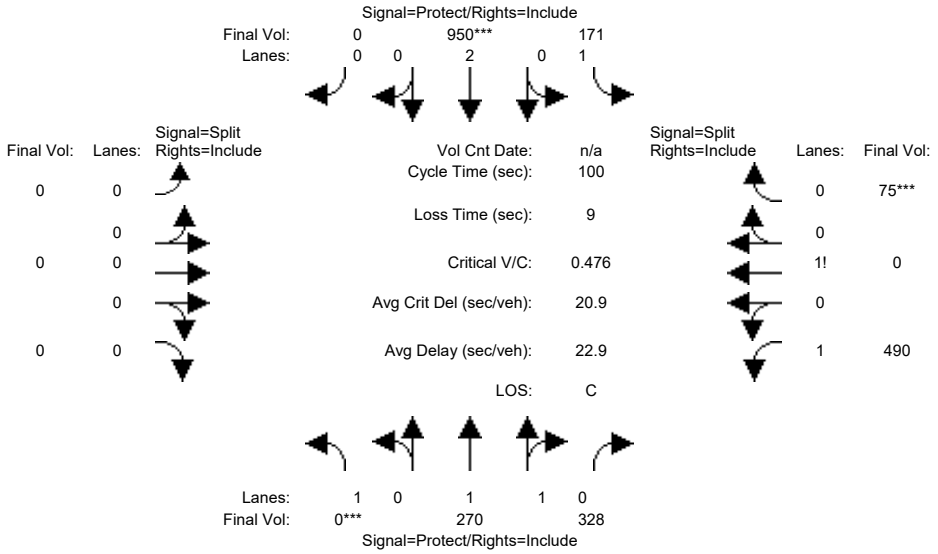
Intersection #90: Laffeyette Street / Calle De Luna



Street Name:	Lafayette Street						Calle De Luna					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	0	270	250	160	950	0	0	0	0	370	0	60
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	0	270	250	160	950	0	0	0	0	370	0	60
Added Vol:	0	0	78	11	0	0	0	0	0	120	0	15
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	0	270	328	171	950	0	0	0	0	490	0	75
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	0	270	328	171	950	0	0	0	0	490	0	75
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	0	270	328	171	950	0	0	0	0	490	0	75
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	0	270	328	171	950	0	0	0	0	490	0	75
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.92	0.92	1.00	0.92	0.92	1.00	0.92	0.92	1.00	0.92
Lanes:	1.00	1.00	1.00	1.00	2.00	0.00	0.00	0.00	0.00	1.77	0.00	0.23
Final Sat.:	1750	1900	1750	1750	3800	0	0	0	0	3090	0	410
Capacity Analysis Module:												
Vol/Sat:	0.00	0.14	0.19	0.10	0.25	0.00	0.00	0.00	0.00	0.16	0.00	0.18
Crit Moves:	****				****							****
Green Time:	0.0	36.5	36.5	19.0	48.5	0.0	0.0	0.0	0.0	35.5	0.0	35.5
Volume/Cap:	0.00	0.39	0.51	0.51	0.52	0.00	0.00	0.00	0.00	0.45	0.00	0.52
Delay/Veh:	0.0	23.7	25.2	37.7	17.9	0.0	0.0	0.0	0.0	25.0	0.0	25.9
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	0.0	23.7	25.2	37.7	17.9	0.0	0.0	0.0	0.0	25.0	0.0	25.9
LOS by Move:	A	C	C	D	B	A	A	A	A	C	A	C
HCM2k95thQ:	0	12	16	11	19	0	0	0	0	14	0	16

Note: Queue reported is the number of cars per lane.

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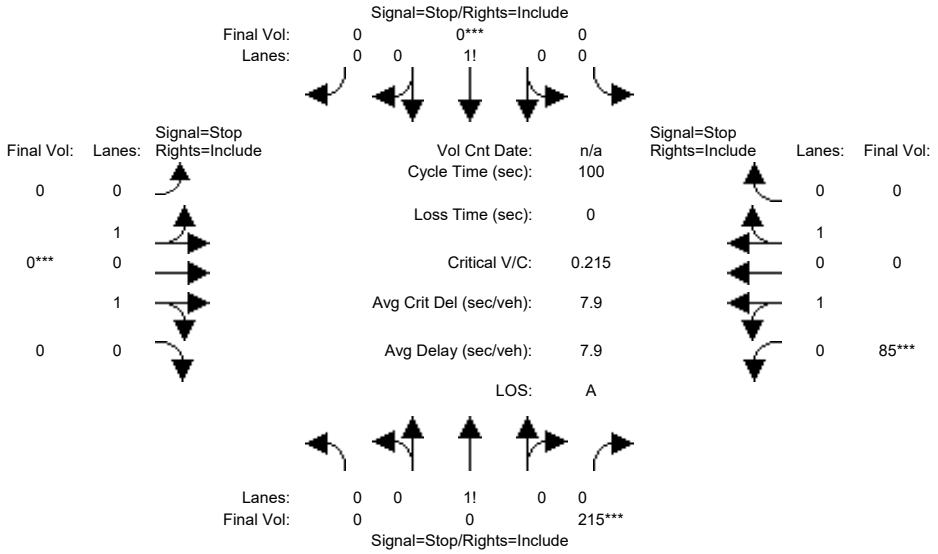
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM 4-Way Stop (Future Volume Alternative)
Background Plus Project PM

Intersection #1002: Stars and Stripes Drive / Avenue A




```
Street Name:     Stars and Stripes Drive                    Avenue A
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Min. Green:     7   10    10     7   10    10     7   10    10     7   10    10
------------|---------------||---------------||---------------||---------------|
Volume Module:
Base Vol:       0    0     0     0    0     0     0    0     0     0    0     0
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:    0    0     0     0    0     0     0    0     0     0    0     0
Added Vol:      0    0   215     0    0     0     0    0     0    85    0     0
PasserByVol:    0    0     0     0    0     0     0    0     0     0    0     0
Initial Fut:    0    0   215     0    0     0     0    0     0    85    0     0
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Volume:     0    0   215     0    0     0     0    0     0    85    0     0
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
Reduced Vol:    0    0   215     0    0     0     0    0     0    85    0     0
PCE Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
MLF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
FinalVolume:    0    0   215     0    0     0     0    0     0    85    0     0
------------|---------------||---------------||---------------||---------------|
Saturation Flow Module:
Adjustment:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Lanes:       0.00 0.00  1.00  0.00 1.00  0.00  0.00 2.00  0.00  1.00 1.00  0.00
Final Sat.:     0    0   999     0  812     0     0 1387     0   646  710     0
------------|---------------||---------------||---------------||---------------|
Capacity Analysis Module:
Vol/Sat:     xxxx xxxx  0.22  xxxx 0.00  xxxx  xxxx 0.00  xxxx  0.13 0.00  xxxx
Crit Moves:              ****       ****              ****        ****
Delay/Veh:    0.0  0.0   7.5   0.0  0.0   0.0   0.0  0.0   0.0   8.9  0.0   0.0
Delay Adj:   1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
AdjDel/Veh:   0.0  0.0   7.5   0.0  0.0   0.0   0.0  0.0   0.0   8.9  0.0   0.0
LOS by Move:    *    *     A     *    *     *     *    *     *     A    *     *
ApproachDel:       7.5           xxxxxx            xxxxxx              8.9
Delay Adj:        1.00            xxxxx             xxxxx             1.00
ApprAdjDel:        7.5           xxxxxx            xxxxxx              8.9
LOS by Appr:         A                 *                 *                A
AllWayAvgQ:   0.3  0.3   0.3   0.0  0.0   0.0   0.0  0.0   0.0   0.1  0.0   0.0
Note: Queue reported is the number of cars per lane.
```

Peak Hour Volume Signal Warrant Report [Urban]

****

Intersection #1002 Stars and Stripes Drive / Avenue A

****

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Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound				South Bound				East Bound				West Bound			
Movement:	L	-	T	-	R	L	-	T	-	R	L	-	T	-	R	L	-	T	-	R
Control:	Stop Sign					Stop Sign					Stop Sign					Stop Sign				
Lanes:	0	0	0	0	1	0	0	1!	0	0	0	1	0	1	0	0	1	0	1	0
Initial Vol:	0		0		215	0		0		0	0		0		0	85		0		0

Major Street Volume: 215
Minor Approach Volume: 85
Minor Approach Volume Threshold: 776

SIGNAL WARRANT DISCLAIMER

This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace a rigorous and complete traffic signal warrant analysis by the responsible jurisdiction. Consideration of the other signal warrants, which is beyond the scope of this software, may yield different results.

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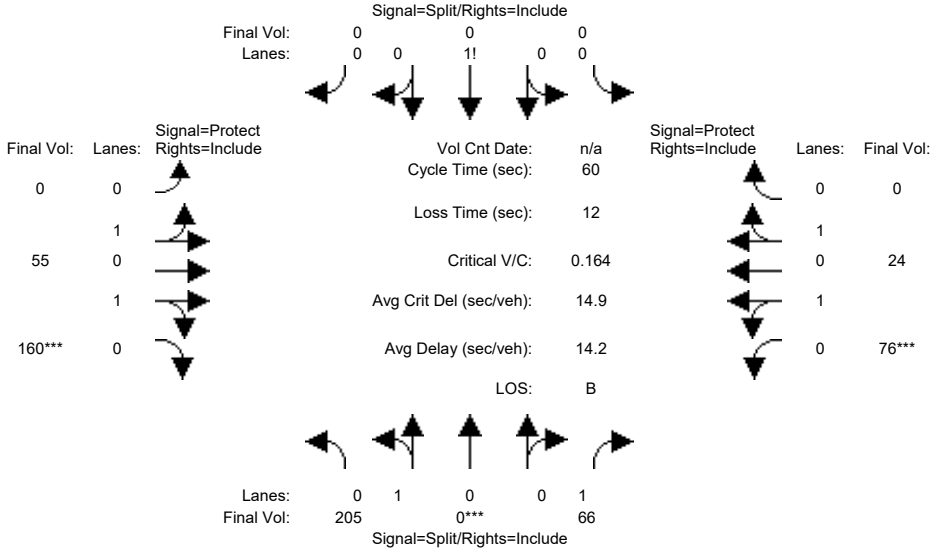
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background Plus Project PM

Intersection #1003: Centennial Boulevard / Stars and Stripes Drive



Street Name:	Centennial Boulevard						Stars and Stripes Drive					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	144	0	20	0	0	0	0	0	0	20	0	0
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	144	0	20	0	0	0	0	0	0	20	0	0
Added Vol:	61	0	46	0	0	0	0	55	160	56	24	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	205	0	66	0	0	0	0	55	160	76	24	0
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	205	0	66	0	0	0	0	55	160	76	24	0
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	205	0	66	0	0	0	0	55	160	76	24	0
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	205	0	66	0	0	0	0	55	160	76	24	0
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.95	0.95	0.92	0.92	0.92	0.92	0.92	0.95	0.95	0.95	0.95	0.92
Lanes:	1.00	0.00	1.00	0.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	0.00
Final Sat.:	1800	0	1750	0	1750	0	0	1800	1800	1800	1800	0
Capacity Analysis Module:												
Vol/Sat:	0.11	0.00	0.04	0.00	0.00	0.00	0.00	0.03	0.09	0.04	0.01	0.00
Crit Moves:		****							****	****		
Green Time:	41.7	0.0	41.7	0.0	0.0	0.0	0.0	10.0	10.0	7.0	10.0	0.0
Volume/Cap:	0.16	0.00	0.05	0.00	0.00	0.00	0.00	0.18	0.53	0.36	0.08	0.00
Delay/Veh:	3.2	0.0	2.9	0.0	0.0	0.0	0.0	21.6	24.3	25.3	21.1	0.0
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	3.2	0.0	2.9	0.0	0.0	0.0	0.0	21.6	24.3	25.3	21.1	0.0
LOS by Move:	A	A	A	A	A	A	A	C	C	C	C	A
HCM2k95thQ:	3	0	1	0	0	0	0	2	7	4	1	0

Note: Queue reported is the number of cars per lane.

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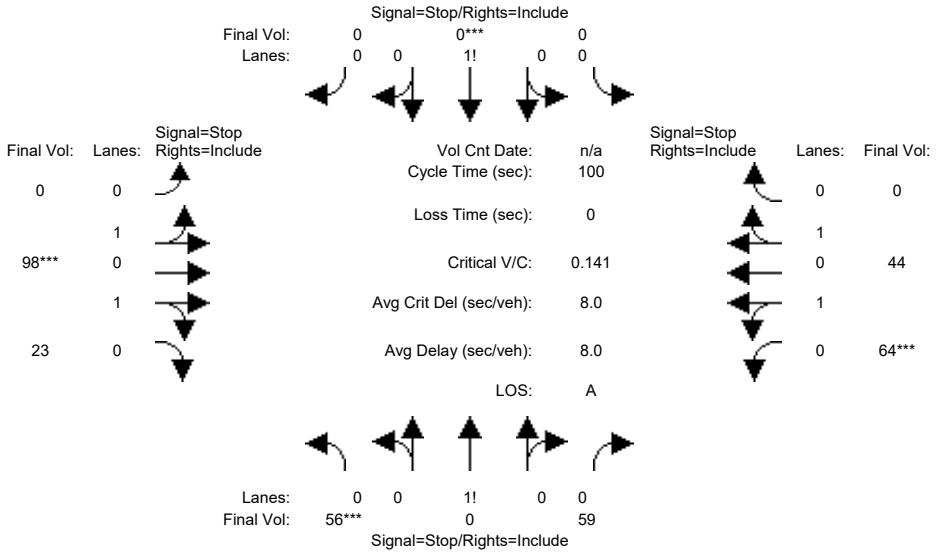
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM 4-Way Stop (Future Volume Alternative)
Background Plus Project PM

Intersection #1004: Stars and Stripes Drive / Avenue B




```
Street Name:     Stars and Stripes Drive                    Avenue B
Approach:      North Bound      South Bound      East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Min. Green:     7   10    10     7   10    10     7   10    10     7   10    10
------------|---------------||---------------||---------------||---------------|
Volume Module:
Base Vol:       0    0     0     0    0     0     0   20     0     0   20     0
Growth Adj:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Initial Bse:    0    0     0     0    0     0     0   20     0     0   20     0
Added Vol:     56    0    59     0    0     0     0   78    23    64   24     0
PasserByVol:    0    0     0     0    0     0     0    0     0     0    0     0
Initial Fut:   56    0    59     0    0     0     0   98    23    64   44     0
User Adj:    1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
PHF Volume:    56    0    59     0    0     0     0   98    23    64   44     0
Reduct Vol:     0    0     0     0    0     0     0    0     0     0    0     0
Reduced Vol:   56    0    59     0    0     0     0   98    23    64   44     0
PCE Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
MLF Adj:     1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
FinalVolume:   56    0    59     0    0     0     0   98    23    64   44     0
------------|---------------||---------------||---------------||---------------|
Saturation Flow Module:
Adjustment:  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
Lanes:       0.49 0.00  0.51  0.00 1.00  0.00  0.00 1.62  0.38  1.00 1.00  0.00
Final Sat.:   398    0   420     0  751     0     0 1205   293   661  727     0
------------|---------------||---------------||---------------||---------------|
Capacity Analysis Module:
Vol/Sat:     0.14 xxxx  0.14  xxxx 0.00  xxxx  xxxx 0.08  0.08  0.10 0.06  xxxx
Crit Moves:  ****                 ****             ****        ****
Delay/Veh:    7.9  0.0   7.9   0.0  0.0   0.0   0.0  7.8   7.7   8.6  7.8   0.0
Delay Adj:   1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00  1.00 1.00  1.00
AdjDel/Veh:   7.9  0.0   7.9   0.0  0.0   0.0   0.0  7.8   7.7   8.6  7.8   0.0
LOS by Move:    A    *     A     *    *     *     *    A     A     A    A     *
ApproachDel:       7.9           xxxxxx              7.8              8.3
Delay Adj:        1.00            xxxxx             1.00             1.00
ApprAdjDel:        7.9           xxxxxx              7.8              8.3
LOS by Appr:         A                 *               A                A
AllWayAvgQ:   0.1  0.1   0.1   0.0  0.0   0.0   0.1  0.1   0.1   0.1  0.1   0.1
Note: Queue reported is the number of cars per lane.
```

Peak Hour Volume Signal Warrant Report [Urban]

****

Intersection #1004 Stars and Stripes Drive / Avenue B

****

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Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Control:	Stop Sign			Stop Sign			Stop Sign			Stop Sign		
Lanes:	0 0	1! 0	0	0 0	1! 0	0	0 1	0 1	0	0 1	0 1	0
Initial Vol:	56	0	59	0	0	0	0	98	23	64	44	0

Major Street Volume: 229
Minor Approach Volume: 115
Minor Approach Volume Threshold: 793

SIGNAL WARRANT DISCLAIMER

This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace a rigorous and complete traffic signal warrant analysis by the responsible jurisdiction. Consideration of the other signal warrants, which is beyond the scope of this software, may yield different results.

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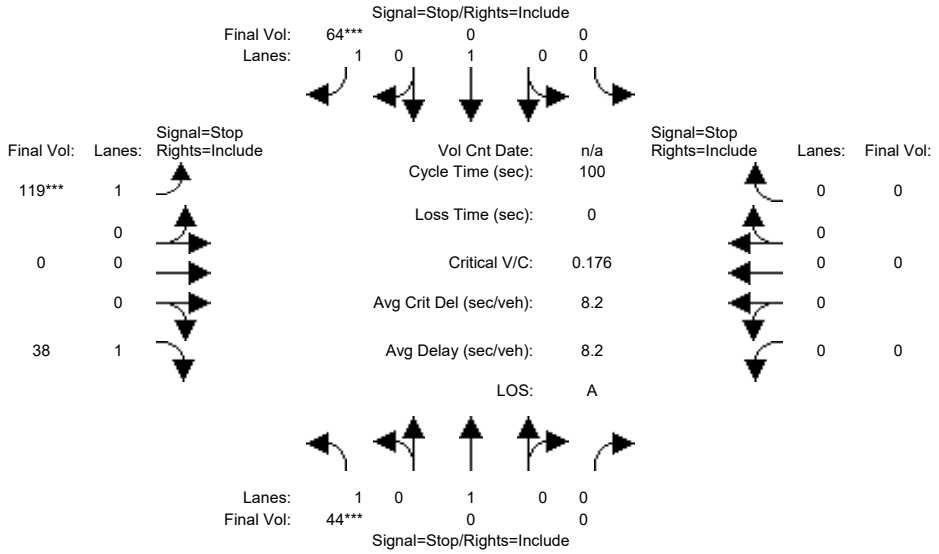
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM 4-Way Stop (Future Volume Alternative)
Background Plus Project PM

Intersection #1005: Stars and Stripes Drive / Avenue C



Street Name:	Stars and Stripes Drive						Avenue C					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Volume Module:												
Base Vol:	0	0	0	0	0	20	20	0	0	0	0	0
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	0	0	0	0	0	20	20	0	0	0	0	0
Added Vol:	44	0	0	0	0	44	99	0	38	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	44	0	0	0	0	64	119	0	38	0	0	0
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	44	0	0	0	0	64	119	0	38	0	0	0
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	44	0	0	0	0	64	119	0	38	0	0	0
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	44	0	0	0	0	64	119	0	38	0	0	0
Saturation Flow Module:												
Adjustment:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lanes:	1.00	1.00	0.00	0.00	1.00	1.00	1.00	0.00	1.00	0.00	0.00	0.00
Final Sat.:	647	709	0	0	710	825	676	0	871	0	0	0
Capacity Analysis Module:												
Vol/Sat:	0.07	0.00	xxxx	xxxx	0.00	0.08	0.18	xxxx	0.04	xxxx	xxxx	xxxx
Crit Moves:	****					****	****					
Delay/Veh:	8.5	0.0	0.0	0.0	0.0	7.3	9.0	0.0	6.9	0.0	0.0	0.0
Delay Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	8.5	0.0	0.0	0.0	0.0	7.3	9.0	0.0	6.9	0.0	0.0	0.0
LOS by Move:	A	*	*	*	*	A	A	*	A	*	*	*
AppraochDel:	8.5			7.3			8.5			xxxxxx		
Delay Adj:	1.00			1.00			1.00			xxxxx		
ApprAdjDel:	8.5			7.3			8.5			xxxxxx		
LOS by Appr:	A			A			A			*		
AllWayAvgQ:	0.1	0.0	0.0	0.0	0.0	0.1	0.2	0.0	0.0	0.0	0.0	0.0

Note: Queue reported is the number of cars per lane.

Peak Hour Volume Signal Warrant Report [Urban]

****

Intersection #1005 Stars and Stripes Drive / Avenue C

****

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Future Volume Alternative: Peak Hour Warrant NOT Met

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Stop Sign			Stop Sign			Stop Sign			Stop Sign		
Lanes:	1 0 1 0 0			0 0 1 0 1			1 0 0 0 1			0 0 0 0 0		
Initial Vol:	44	0	0	0	0	64	119	0	38	0	0	0

Major Street Volume: 157
Minor Approach Volume: 64
Minor Approach Volume Threshold: 1170

SIGNAL WARRANT DISCLAIMER

This peak hour signal warrant analysis should be considered solely as an "indicator" of the likelihood of an unsignalized intersection warranting a traffic signal in the future. Intersections that exceed this warrant are probably more likely to meet one or more of the other volume based signal warrant (such as the 4-hour or 8-hour warrants).

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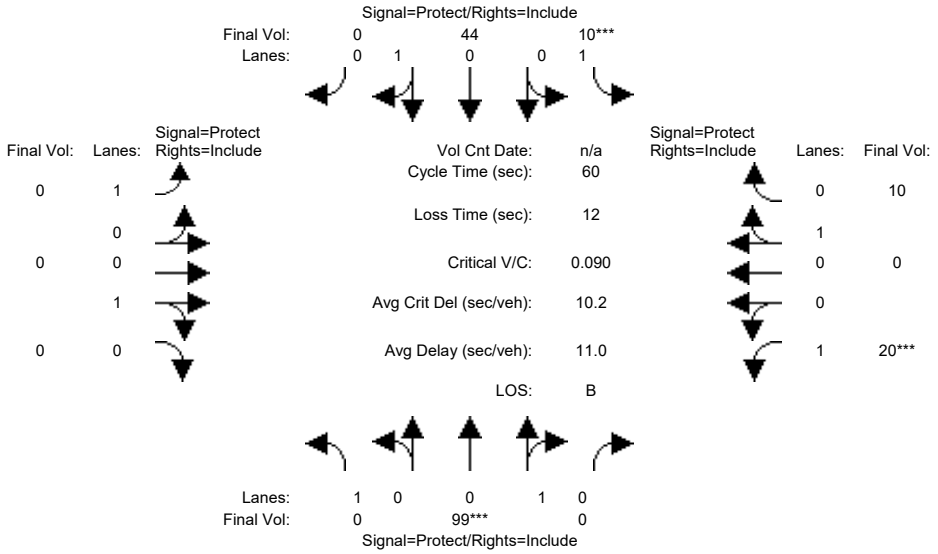
Santa Clara City Place
Phase 1 DAP Traffic Analysis January 2020
Background Conditions

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background Plus Project PM

Intersection #1006: Avenue C / Station Road



Street Name:	Avenue C						Station Road					
Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	7	10	10	7	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	0	0	0	10	0	0	0	0	0	20	0	10
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	0	0	0	10	0	0	0	0	0	20	0	10
Added Vol:	0	99	0	0	44	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	0	99	0	10	44	0	0	0	0	20	0	10
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	0	99	0	10	44	0	0	0	0	20	0	10
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	0	99	0	10	44	0	0	0	0	20	0	10
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	0	99	0	10	44	0	0	0	0	20	0	10
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	0.95	0.92	0.92	0.95	0.92	0.92	1.00	0.92	0.92	1.00	0.95
Lanes:	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	0.00	1.00
Final Sat.:	1750	1800	0	1750	1800	0	1750	1900	0	1750	0	1800
Capacity Analysis Module:												
Vol/Sat:	0.00	0.06	0.00	0.01	0.02	0.00	0.00	0.00	0.00	0.01	0.00	0.01
Crit Moves:		****		****						****		
Green Time:	0.0	33.9	0.0	7.0	24.1	0.0	0.0	0.0	0.0	7.1	0.0	10.0
Volume/Cap:	0.00	0.10	0.00	0.05	0.06	0.00	0.00	0.00	0.00	0.10	0.00	0.03
Delay/Veh:	0.0	6.0	0.0	23.6	11.1	0.0	0.0	0.0	0.0	23.8	0.0	21.0
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	0.0	6.0	0.0	23.6	11.1	0.0	0.0	0.0	0.0	23.8	0.0	21.0
LOS by Move:	A	A	A	C	B	A	A	A	A	C	A	C
HCM2k95thQ:	0	2	0	0	1	0	0	0	0	1	0	0

Note: Queue reported is the number of cars per lane.

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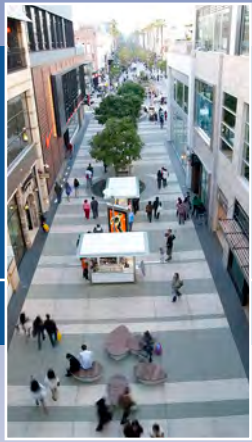
Attachment C

***Getting Trip Generation Right: Eliminating the Bias Against Mixed Use Development*, 2013**

GETTING TRIP GENERATION RIGHT

Eliminating the Bias Against Mixed Use Development

By Jerry Walters, Brian Bochner, and Reid Ewing



American Planning Association

Making Great Communities Happen

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When planners, developers, or traffic engineers conduct traffic impact analyses for proposed developments, they typically use the trip-generation data and analysis methods published by the Institute of Transportation Engineers (ITE) in its *Trip Generation* report and *Trip Generation Handbook*. However, standard traffic engineering practice does not account for project characteristics such as the mix and balance of land uses, compactness of design, neighborhood connectivity and walkability, infill versus remote location, and the variety of transportation choices offered. This can have significant implications when the project in question is a mixed use development.

The conventional methods used by traffic engineers throughout the U.S. to evaluate traffic impacts fail to account for the benefits of mixed use and other forms of lower-impact development. They exaggerate estimates of impacts and result in excessive development costs, skewed public perceptions, and decision maker resistance. These techniques overlook the full potential for internalizing trips through interaction among on-site activities and the extent to which development with a variety of nearby complementary destinations and high-quality transit access will produce less traffic. These effects can reduce the number of vehicle trips generated to a far greater degree than recognized in standard traffic engineering practice.

The ITE trip-generation data and analysis methods apply primarily to single-use and freestanding sites, which limits their applicability to compact, mixed-use, transit oriented developments (ITE 2004, 2012). The *Handbook* does include an approach based on limited data on mixed use developments, but only from six sites in Florida, not nearly enough to cover today's diverse mixed use developments across the United States.

It is important that planners and developers recognize the implications of using standard ITE trip generation data and methodologies for mixed use developments and use methods that more accurately estimate traffic generated by these projects. Commonly used methods unjustifiably favor types of development that consume greater resources and generate greater impacts, shifting our attention away from development forms and locations that stimulate higher levels of social interaction and benefit to established communities.

Researchers have attempted to analyze how a mix of uses in a compact, walkable project design affects trip generation and on-the-ground traffic impacts. In 2011, two major studies introduced methodologies for predicting traffic generation from mixed use development. The researchers on those studies have now collaborated to combine the advantages of both and provide, in this *PAS Memo*, an even more complete and reliable approach to measuring the benefits of such forms of development. Using this new approach, planners conducting trip-generation analysis for mixed use development projects will produce more accurate forecasts of traffic generation, which will allow more appropriate on-site design features and off-site mitigation measures.

The Problem with Conventional Traffic Impact Analysis

Traffic analysis is intended to inform planners, community members, and public officials of the most suitable planning features and infrastructure elements needed to support new development. However, the conventional methods were developed during an era when most new development was single use, stand alone, highway oriented, and suburban. Standard practices ascribe similar levels of impact to mixed-use, integrated, transit-oriented, and infill development, and consequently overlook the benefits of — and impose unreasonable obstacles to — appropriate planning and approval of such "smart growth" forms.

The standard analytic process used for planning, design, and impact analysis does not account for the degree to which well-designed mixed use development places shops, restaurants, offices, and residences in close proximity to one another, shortening internal trips between them and making more trips conducive to walking, biking, or riding transit. Such reductions in traffic and vehicle miles traveled reduce fuel consumption, greenhouse-gas and other emissions, and exposure of residents to passing traffic and the related threats to comfort, health, and safety. Reduced vehicular travel can also lessen the need to construct new or wider streets and highways, allowing communities to economize on infrastructure. Mixed use developments (MXD) also create opportunities for shared parking, which can reduce the number of spaces needed in parking lot and garage construction.

Traffic-Reducing Attributes of Mixed Use Development

Many of the attributes of lower-impact development can reduce traffic generation compared with conventional single-use suburban development forms:

Diverse land uses and activities can fill basic needs nearby, thereby reducing automobile travel. They allow for linkage of trips in multipurpose trip chains, with a single auto trip to an activity center followed by several short trips on foot. Mixed use sites also create the opportunity for shared parking, which in turn encourages multipurpose trips and reduces the tendency to make separate automobile trips from one destination to the next.

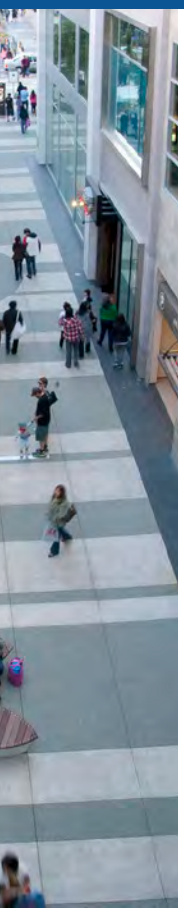
Higher densities and intensities of development provide opportunities for residents, employees, and visitors to circulate among larger numbers of businesses and activities by walking, bicycling, or making short trips by automobile. Higher concentrations of land use also support higher quality and higher-frequency transit service, offering tenants and visitors a viable alternative to driving. High land values and cost to provide parking also leads to higher parking prices, a disincentive to driving versus other available modes of travel.

Walkable urban design and interconnected streets generally reduce the perceived and real separation among destinations, encourage walking and cycling, and reduce the circuitousness and length of each trip.

Short distances to transit help make transit a viable alternative to the automobile and can create activity centers with sufficient street life, amenities, and walking connections where needs and entertainment can be accomplished without independent car trips.

Accessibility to complementary destinations outside the development reduces distances between jobs and housing, services and entertainment, and recreation, often making automobile travel unnecessary. Placed at infill locations, complementary new development that satisfies local needs can also reduce trip making by residents, employees, and shoppers in the surrounding community.

Socio-demographic compatibility can further reduce auto traffic to the extent that developments are designed to attract and accommodate residents with low auto ownership (through, for example, parking supply limits), low travel needs (based on, for example, family size,



fewer employed residents, lower income, or age range), or close affiliation with other project elements or surrounding land uses (linked, or simply compatible, jobs and residents).

Scale of development affects feasibility for communities and employers to provide travel demand options and management services that can shift traveler modes from the auto to alternative modes of travel. Residents and businesses that self-select into such sites and settings are also often more amenable to travelling less or using alternatives to the automobile. Transportation demand management (TDM) programs are both more likely to be available and more likely to be successful in compact, central, transit-supported settings.

The danger of using traditional traffic-generation data based on single-use facilities is that it misrepresents the true traffic generation impacts of mixed use development. The consequences of miscalculating the benefits of mixed-use development may include unreasonable development cost, exaggerated impacts and mitigation responsibilities, skewed public perceptions, and decision maker resistance. This penalizes mixed use development proposals, often tipping the balance in favor of projects that offer fewer benefits and ultimately generate higher impacts. Denying "smart" forms of development does not reduce the overall market demand for housing and business, so the building disallowed ends up in other locations within the region, often in less accessible locations, at lower densities, and in less-mixed use configurations. The end result can be more traffic and higher regional vehicle-miles traveled than had the smart-growth development been approved.

Understandably, communities and public reviewers want to minimize the risk of unmitigated impacts. However, doing so through the application of overly conservative project evaluation criteria undermines the pursuit of other community values, such as vibrant neighborhoods with integrated development and activities that minimize the need to travel and the impacts produced by excessive unnecessary use of the automobile.

Conservative traffic-generation estimates have supply-side impacts, affecting design and cost of streets and parking. Within constrained sites, over design of traffic elements can limit the space available for revenue-producing land uses and increase other development costs. Development fee programs also rely heavily on traffic-generation estimates from the ITE *Trip Generation Manual*; this can lead to setting excessively high fee rates on mixed use development. Unquestioning use of the ITE data can unreasonably jeopardize a MXD project's approval, financial feasibility, and design quality.

Mixed use sites can take many forms, but all offer a diversity of uses in walkable settings. Oakland City Center BART (left); RiverPlace, Portland, Oregon (opposite page).

of walking and biking and allows for shared parking.

Design: connectivity, walkability. Good design improves connectivity, encourages walking and biking, and reduces travel distance.

New Research Evidence for Mixed Use Development Trip Generation

Several hundred studies over the past 20 years have confirmed that the built environment affects travel generation (Ewing and Cervero 2010). Development features associated with reduced trip rates include a series of "D" variables: density, diversity of uses, design of urban environment, distance from transit, destination accessibility, development scale, demographics of inhabitants, and demand management. In the past three years, research has examined more directly the relative influence of each factor and their interactions and has sought to corroborate the research results through field verification. Organizations such as the U.S. Environmental Protection Agency and the National Academy of Sciences Transportation Research Board have sponsored several of the more reputable studies on the subject.

The Eight "D" Variables

The most advanced research has confirmed that trip rate reductions are quantifiably associated with the attributes of mixed use development, defined in terms of these characteristics of urban development patterns:

Density: dwellings, jobs per acre. Higher densities shorten trip lengths, allow for more walking and biking, and support quality transit.

Diversity: mix of housing, jobs, retail. A diverse neighborhood allows for easier trip linking and shortens distances between trips. It also promotes higher levels

Destinations: regional accessibility. Destination accessibility links travel purposes, shortens trips, and offers transportation options.

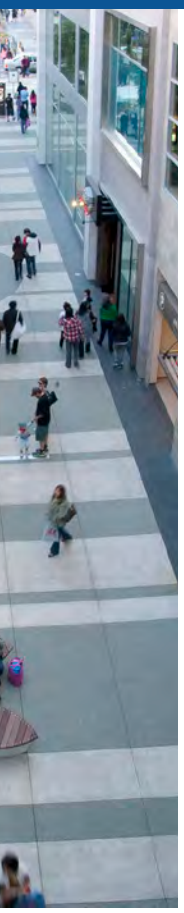
Distance to Transit: rail proximity. Close proximity to transit encourages its use, along with trip-linking and walking, and often creates accessible walking environments.

Development Scale: residents, jobs. Appropriate development scale provides critical mass, increases local opportunities, and supports transit investment.

Demographics: household size, income. Mixed use development allows self-selection by households into settings with their preferred activities and travel modes, allows businesses to locate convenient to clients, and supports a socioeconomic "fit" among residents, businesses, and activities.

Demand Management: pricing, incentives. Demand management ties incentives to the urban environment and allows alignment of auto disincentives with available alternate modes. It takes advantage of critical mass of travel resulting from density, diversity, and design.

A growing body of evidence indicates that these factors, individually or together, quantifiably explain the number of vehicle trips and vehicle-miles traveled for a development project and for a region as a whole. Each of the D factors influences traffic generation through a variety of mechanisms. There are also important interactions, both synergistic and mutually dampening, among the D factors that call for sophisticated techniques when quantifying the travel generation effects of different combinations proposed in any project or plan.



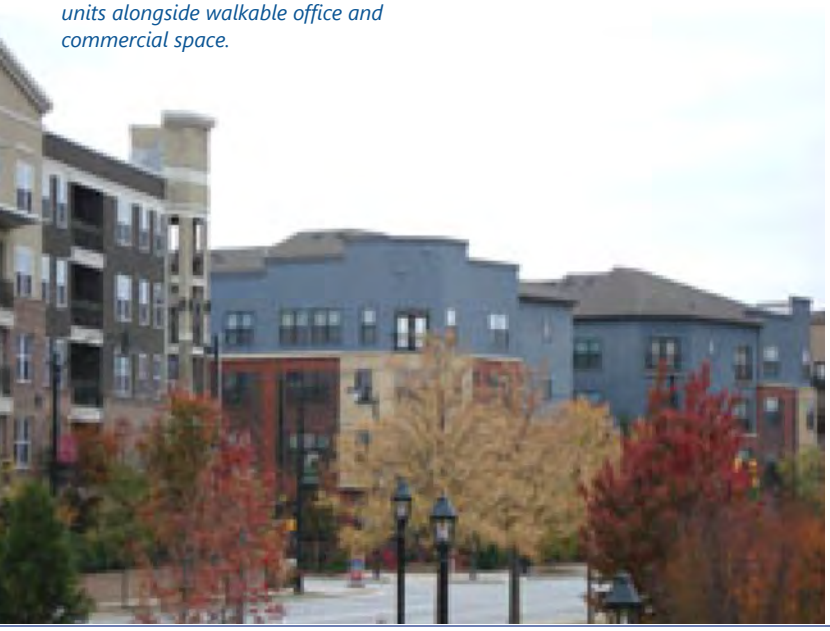
The Evidence that Conventional Methods Overstate MXD Impacts

Empirical evidence and research provides evidence that mixed-use, infill, and transit-oriented developments generate fewer external vehicle trips than equivalent stand-alone uses. A nationwide study sponsored by the U.S. EPA (Ewing et al. 2011) found statistical correlation between the D factors and increased trip internalization and increased walking and transit use. It further demonstrated, for 27 mixed-use development sites across the U.S., that:

1. On average, the sites' land uses would generate 49 percent more traffic if they were distributed among single-use sites in suburban settings, the situations to which the ITE *Trip Generation Manual* would apply.

2. The ITE *Handbook*, the current state-of-practice resource for estimating mixed use trip generation, would overestimate peak hour traffic by an average of 35 percent.

Atlantic Station offers residential units alongside walkable office and commercial space.



The following examples from recent studies demonstrate the degree by which such developments reduce traffic generation relative to what would be presumed under conventional traffic analysis methods.

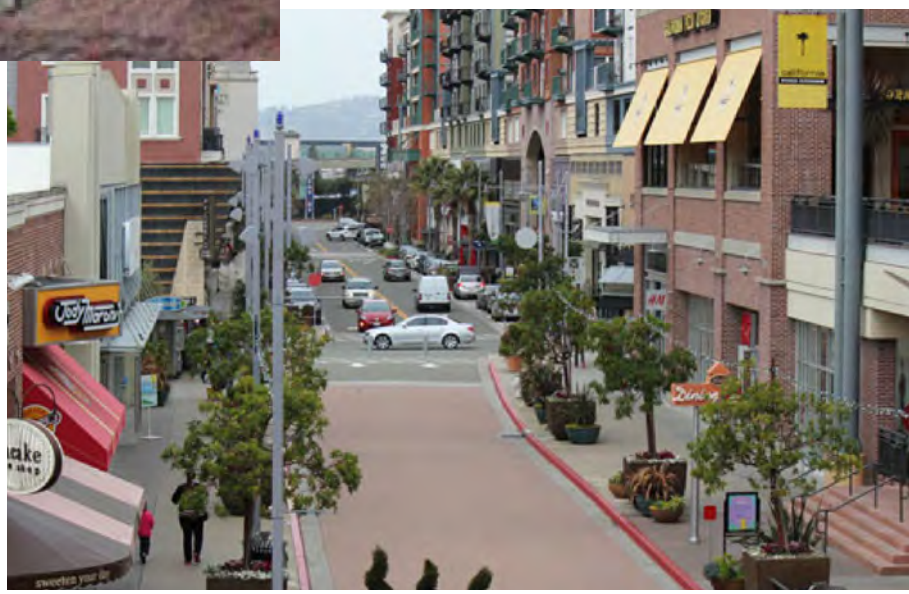
Atlantic Station in Atlanta is a major mixed-use infill development located on a 138-acre former brownfield site in midtown Atlanta, connected by nonstop shuttle service to a MARTA metro rail station about a half-mile away. At the time it was studied, the development included 798 mid- and high-rise residential units, 550,600 square feet of office space, 434,500 square feet of retail space, a 101-room hotel, a restaurant, and a cinema.

For Atlantic Station, the "internal capture rate" (proportion of generated trips that remain internal to the site) is 15 percent in the morning peak hour and about 40 percent of evening peak-hour. Of the trips entering and leaving the site, between 5 and 7 percent use transit and another 5 to 7 percent walk or bicycle.

According to standard ITE trip-generation rates, were the Atlantic Station development elements located at single-use suburban sites, they would generate 37 percent more weekday traffic and 69 percent more PM peak traffic than actually counted at the centrally located, mixed use site.

RiverPlace in Portland is an award-winning mixed use waterfront development on a former brownfield within easy walking distance of downtown Portland, Oregon. Adjacent to the Tom McCall Waterfront Park, the site contains 700 residential units (condominiums and apartments), 40,000 square feet of office space, 26,500 square feet of small retail shops and restaurants, a 300-room hotel, and a marina, cinema, and athletic club. The waterfront walking environment conveniently links all of the activities within the development site and connects the site to the Portland central business district. Transit is also available at the site; the Portland Streetcar connects RiverPlace to downtown Portland and the greater Portland area.

RiverPlace (left) offers a mix of residential, office, and commercial uses on Portland's waterfront. Photo courtesy Fehr & Peers. Bay Street's walkable urban village (below) is designed on a Main Street theme.



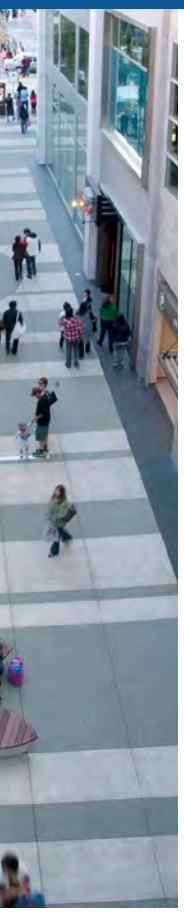
RiverPlace's internal capture rate is 36 percent. For internal and external trips combined, 40 percent are by walking and 5 percent by transit. These statistics are significantly higher than the regional averages of 15 percent of trips taken by walking and 2 percent by transit.

Bay Street in Emeryville is a vibrant, thriving recent redevelopment project in Emeryville, California, just outside San Francisco. The previously heavy-industrial area within and around Bay Street has undergone dramatic revitalization in the past two decades, and it now includes the headquarters of Pixar Studios and other businesses. Bay Street itself is a one-million-square-foot walkable urban village designed on a Main Street theme. It contains a major theater complex, hotel, and 382,000 square feet of fashionable retail shops (including an Apple Store) with 381 apartment units and offices above. The site is within walking distance of a Capitol Corridor commuter rail station and within a shuttle bus ride of BART metro rail.

Bay Street's daily traffic generation is about 41 percent less than the combined total that would be generated by similarly sized suburban shopping centers, theater complexes, residential uses, and office developments based on standard ITE trip rates for stand-alone land uses. It also generates 36 percent less daily traffic than would be estimated by traffic engineers applying the ITE *Handbook* and conventional analysis methods. In the PM peak hour, Bay Street traffic generation is 46 percent lower than would be generated by the same land uses scattered on individual suburban sites, and 41 percent lower than would be estimated by standard ITE traffic analysis.

New Models for Mixed Use Development Traffic Analysis

To address the shortcomings in conventional analysis methods, the National Cooperative Highway Research Program (NCHRP) and the U.S. EPA recently conducted significant research studies to improve quantification of the trip-reducing effects of mixed use development. Each study took a different approach: NCHRP undertook extensive visitor surveys and traffic counts at Atlantic Station and two mixed-use developments in Texas (Bochner et al. 2011), while EPA sponsored a nationwide study of more than 260 mixed use developments across the U.S. using regional travel survey data and verification traffic counts at a subset of the sites (Ewing et al. 2011). Using different analysis methods, each study developed a recommended approach to discounting traffic generation estimates to account for the mix of uses and other development characteristics. Each study represents a major advancement over conventional analysis methods.



NCHRP Report 684

National Cooperative Highway Research Program (NCHRP) Report 684, "Enhancing Internal Trip Capture Estimation for Mixed-Use Developments," analyzed internal-capture relationships of MXD sites and examined the travel interactions among six individual types of land uses: office, retail, restaurant, residential, cinema, and hotel. The study looked at three master-planned developments: Mockingbird Station, a single-block TOD in Dallas; Legacy Town C enter, a multiblock district in suburban Plano, Texas, containing fully integrated and adjacent complementary uses; and Atlantic Station (see above). It compared the survey results to those found in prior ITE studies at three Florida sites, Boca del Mar, Country Isles, and Village Commons, all containing a variety of land uses, though in single-use pods.

Based on traveler and vehicle counts and interviews, the study ascertained interactions among the six land-use types of interest and compared them with site characteristics. It then examined the percentage of visitors to each land-use type who also visited each of the other uses during the same trip. The study considered site context factors and described percentage reductions in sitewide traffic generation that might result from the availability of transit service and other factors.

Researchers then performed verification tests by comparing the analysis results to those available from ITE for three earlier studies at Florida mixed use sites. The validation confirmed that the estimated values were a reasonable match for actual counted traffic. The product of the study is a series of tables and spreadsheets that balance and apply the discovered use-to-use visitation percentages to the land uses within the project site under study. The interaction percentages are then used to discount ITE trip-generation rates and to reduce what would otherwise represent the number of trips entering and leaving the entire site.

EPA MXD

The U.S. EPA–sponsored 2011 report, "Traffic Generated by Mixed-Use Developments — A Six-Region Study Using Consistent Built Environmental Measures," investigated trip generation, mode choice, and trip length for trips produced and attracted by mixed use developments. Researchers selected six regions — Atlanta, Boston, Houston, Portland, Sacramento, and Seattle — to represent a wide range of urban scale, form, and climatic conditions. Regional travel survey data with geographic coordinates and parcel-level detail available for these areas allowed researchers to isolate trips to, from, and within MXDs and relate travel choices to fine-grained characteristics of these developments.

In each region, researchers worked with local planners and traffic engineers to identify a total of 239 MXDs that met the ITE definition of multi-use development. The MXDs ranged from compact infill sites near regional cores to low-rise freeway-oriented developments. They varied in size, population and employment densities, mixes of jobs and housing, presence or absence of transit, and locations within their regions. In total, the MXD sample for the six regions provided survey data on almost 36,000 trips.

The analysis found that one or more variables in each of seven D categories (see above) were statistically significant predictors of internal capture, external walking, external transit use, and external private vehicle trip length. Specifically, an MXD's external traffic generation was related to population and employment within the site (density); the relative balance of jobs and housing within the site and the amount of employment within 1 mile of the site (diversity); the density of intersections within the site as a measure of street connectivity (design); the presence of bus stops within a quarter mile or the presence of a rail station (distance from transit); employment within a mile of site boundaries and percentage of regional employment within 20 minutes by car, 30 minutes by car, and 30 minutes by transit (destination accessibility); the gross acreage of the development (development scale); and the average number of household members as well as

household vehicle ownership per capita(demographics). The accuracy of the EPA MXD method was verified through traffic generation comparisons at 27 mixed-use sites across the U.S.

The EPA MXD product is a series of equations and instructions captured in a spreadsheet workbook. The methodology calculates the percentage reductions in ITE trip generation resulting from the national statistical analysis of seven D effects on internal trip capture, walking, and transit use. The spreadsheets produce reduced estimates of traffic generation on a daily basis and for peak traffic hours.

Combining the Approaches

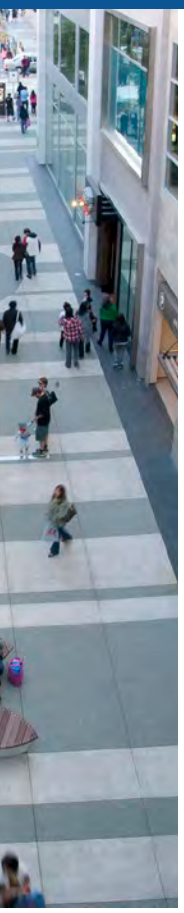
The NCHRP 684 method and EPA MXD method each derive from different research approaches and produce different methods of analyzing trip generation at mixed use developments. They focus on overlapping but not identical aspects of mixed-use development sites and their contexts and offer respective strengths and weaknesses in terms of factors considered and ease of application. Selecting which method to employ under different circumstances requires both a comparison of their capabilities as well as professional judgment of their respective strengths and weaknesses.

Report 684 includes a refined assessment of on-site land-use categories, specifically recognizing the roles of restaurants, theaters, and hotels within the site land-use mix, along with an adjustment to account for the spatial separations among individual land uses within the development site. It is directly useful for the evaluation of proposed development sites that are similar to the one or more of the three surveyed in Atlanta and Texas for the report. However, it is not responsive to factors such as regional location, transit availability, density of development, walkability factors, and the socio-demographic profile of site residents and businesses.

In contrast, the EPA MXD method accounts directly and quantitatively for these factors. However, while it accounts for the balances of retail, office, and residential development, it does not explicitly differentiate subcategories such as restaurants, theaters, and hotels. Furthermore, it requires the analyst to account for off-site development, including employment within a one-mile radius of the MXD and the number of jobs available within 30 minutes of the site.

To develop a method that captures the best of both sets of research findings, the authors of the two original studies decided to collaborate on an integrated method that recognizes the full array of on-site and context characteristics that contribute to traffic reduction and, through a focus on empirical verification, achieves greater accuracy than either method individually.

In developing the integrated approach, we compared the performances of the methods to actual traffic counts at a diverse group of mixed use developments in a variety of settings. The 27 verification sites were successful mixed-use development, exhibiting moderate to high levels of activity in terms of business sales, occupied residential units, property value, and household income, with average or above-average person trips, at the time of the survey. They included those studied for NCHRP 684, the sites used as the basis for the ITE *Trip Generation Handbook*, and others surveyed by Fehr & Peers, transportation consultants. Six of the 27 sites were located in Florida, and three were located in Atlanta and Texas. Three of these nine were nationally known examples of smart growth or transit-oriented development: Atlantic Station, Mockingbird Station, and Celebration, Florida. Six sites were located in San Diego County and were designated by local planners and traffic engineers in 2009 as representing a wide range of examples of smart growth trip generators in that region. The 12 remaining sites were MXD developments located elsewhere in California and in Utah, ranging from TOD sites (commuter rail and ferry) to conventional suburban freeway-oriented mixed use sites.



A New Approach: The MXD+ Method

The new analytical approach, the MXD+ method, combines the strengths of NCHRP 684 and EPA MXD. The authors sought to (1) address the fact that each method has strengths relative to the other, (2) create a method that is more accurate than either of the individual methods alone, and (3) reduce confusion among practitioners on which is the most appropriate method.

The proposed MXD+ method incorporates the underlying data sources and logic that the two methods share. It offers the ability to assess the effects of spatial separation of uses and recognition of more specific land-use categories and to consider the dynamic influences of local development context, regional accessibility, transit availability, development density and walkability factors, and the characteristics of residents.

To develop the preferred method, the authors experimented with different methods of integrating the two methods and arrived at a direct calibration approach. The appropriate combination of the results of the two individual methods was determined through regression analysis to identify the proportions that provided the best correlation with the traffic counted at the 27 validation sites. Table 1 presents results from the regression analysis, listing the proportions of the two methods found most effective at matching the traffic generation at the diverse set of mixed use validation sites. Weighting the results of the two individual analyses by the percentages in Table 1 and combining the results produces more accurate estimates of traffic generation and captures the effects of all of the site description variables included in the NCHRP and EPA methods.

TABLE 1 **OPTIMAL BLEND OF NCHRP 684 AND EPA MXD METHODS**

	AM PEAK TRAFFIC	PM PEAK TRAFFIC	AVERAGE DAILY TRAFFIC
NCHRP 684	10.1%	36.5%	n/a
EPA MXD	89.9%	63.5%	100%

The step-by-step method is as follows:

1. Apply the full EPA MXD methodology to predict external traffic generation as influenced by site development scale, density, accessibility, walkability and transit availability, resident demographics, and general mix of uses.

2. Apply the full NCHRP 684 method to capture the effects of detailed land-use categories, including hotel, theater, and restaurant, and the spatial separation of uses within small and medium sites.

3. Combine the results of the two methods in terms of percentages of trips remaining internal to the development site, using proportioning factors presented in the table above.

4. Apply adjustments to account for off-site walking and transit travel using the EPA MXD method.

5. Discount standard ITE traffic-generation rates by the percentages of internalization produced in step 3 and the percentage of walk and transit travel in step 4 to obtain the estimate of site- generated traffic.

TABLE 2 COMPARISON OF THREE PRINCIPAL METHODS IN TERMS OF PROJECT CHARACTERISTICS CONSIDERED			
	EPA MXD METHOD	NCHRP 684 METHOD	MXD+ METHOD
Project Characteristics Considered			
Density of Development	♦		♦
Diversity of Uses: Jobs/Housing	♦	♦	♦
Diversity of Uses: Housing/Retail		♦	♦
Diversity of Uses: Jobs/Services		♦	♦
Diversity of Uses: Entertainment, Hotel		♦	♦
Design: Connectivity, Walkability	♦	♦	♦
Design: Separation Among Uses		♦	♦
Destination Accessibility by Transit	♦		♦
Destination Accessibility by Walk/Bike	♦		♦
Distance from Transit Stop	♦		♦
Development Scale	♦		♦
Distance from Transit Stop	♦		♦
Development Scale	♦		♦
Demographic Profile	♦		♦
Data Needs (beyond Project Site Plan)			
Average Residents per Dwelling Unit	♦		♦
Average Autos Owned per Dwelling Unit	♦		♦
Nearby (1/4 mi) Bus Stops and Rail Stations	♦		♦
Jobs Within 1 Mile of Site	♦		♦
Jobs Within 30-Minute Transit Trip	♦		♦
Regional Employment	♦		♦
Located in CBD or TOD?	♦		♦
Site Development by Classification		♦	♦
Vehicle Occupancy Estimate		♦	
Mode Split Estimate		♦	

As Table 2 indicates, the MXD+ method improves traffic generation estimates by considering the full array of 12 site development and context characteristics shown to influence internal capture and mode share, while the individual methods consider only 5 to 8 factors each. Effects considered in MXD+ that are not included in the NCHRP 684 method include household size and auto ownership, site proximity to bus and rail stops, and accessibility to local and regional jobs. Effects considered in the NCHRP 684 method that do not appear in the EPA MXD method include specific land uses and proximity of interacting land uses to each other.

Table 3 presents the statistical performance of the MXD+ integrated method with the individual performance of the individual NCHRP 684 and EPA MXD methods. We compared the ability of each of the available methods to replicate the amount of traffic generated at the 27 validation sites in terms of statistical measures including percent root mean squared error, a metric used in the transportation field to evaluate model accuracy, and the coefficient of determination (or "R-squared"), which measures the ability of the analysis method to account for the variations in traffic generation among the 27 survey sites. For daily traffic generation, MXD+ is equivalent to the EPA MXD method, as the NCHRP 684 method does not address daily analysis. For peak hour traffic generation, MXD+ performs notably better than either of the individual methods.

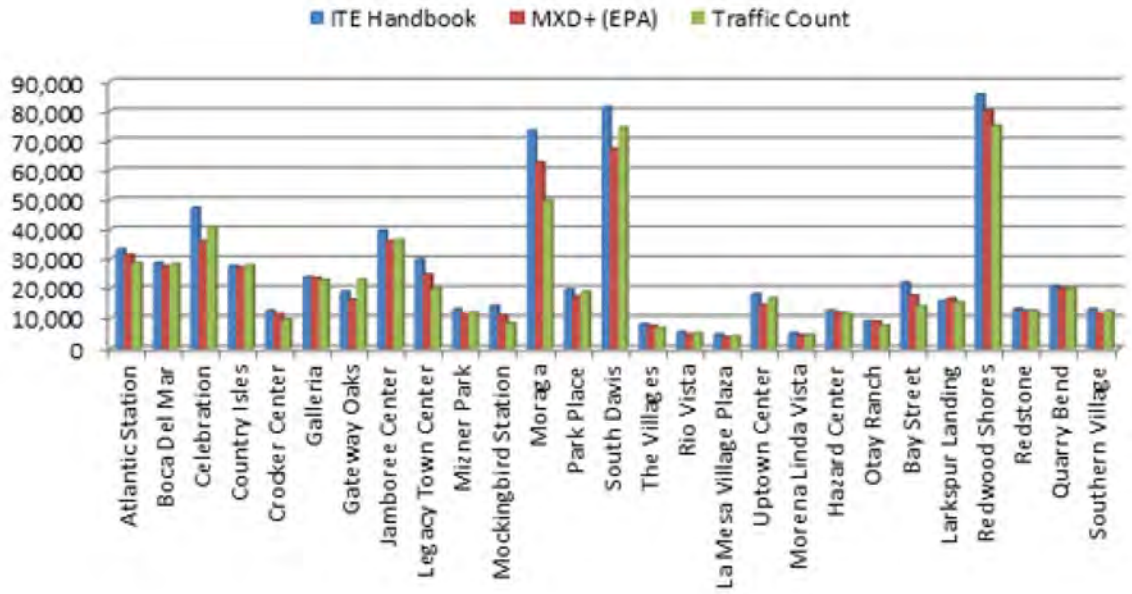
TABLE 3 **COMPARISON OF THREE PRINCIPAL METHODS IN TERMS OF PERFORMANCE AT VALIDATION SITES**

	EPA MXD METHOD	NCHRP 684 METHOD	MXD+ METHOD
Daily Traffic Generation			
R-squared	96%	89%*	**96%**
Average Error	2%	16%*	**2%**
Root Mean Square Error	17%	27%	**17%**
AM Peak Traffic Generation			
R-squared	97%	93%*	**97%**
Average Error	12%	30%	**12%**
Root Mean Square Error	21%	33%	**21%**
PM Peak Traffic Generation			
R-squared	95%	81%	**97%**
Average Error	8%	18%	**4%**
Root Mean Square Error	18%	36%	**15%**

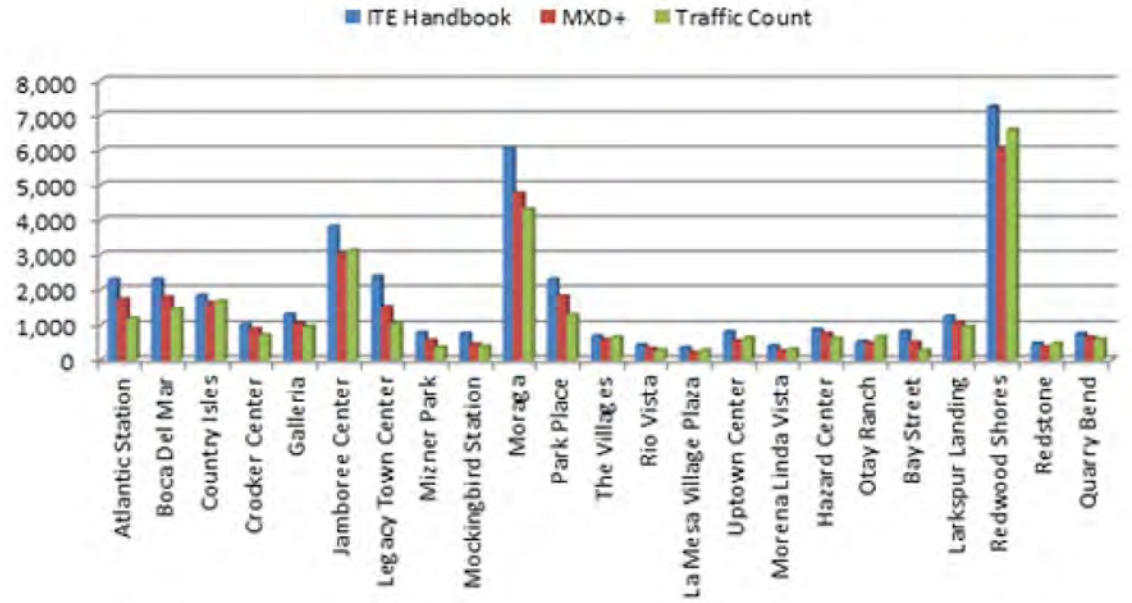
** ITE Handbook internalization statistics (NCHRP 684 method does not address daily trip generation)*

The graphs on the following page compare the performance of the MXD+ method to the ITE *Handbook* method at replicating traffic generation at the diverse group of mixed-use validation sites. Compared with the ITE *Handbook*, MXD+ method more accurately matches the amount of daily traffic actually counted at 20 of the 27 survey sites. In the AM peak hour, it is more accurate than the ITE Handbook at 21 of the 24 sites for which counts were available, and in the PM peak hour, MXD+ is more accurate than the ITE *Handbook* method at 23 of 25 sites.

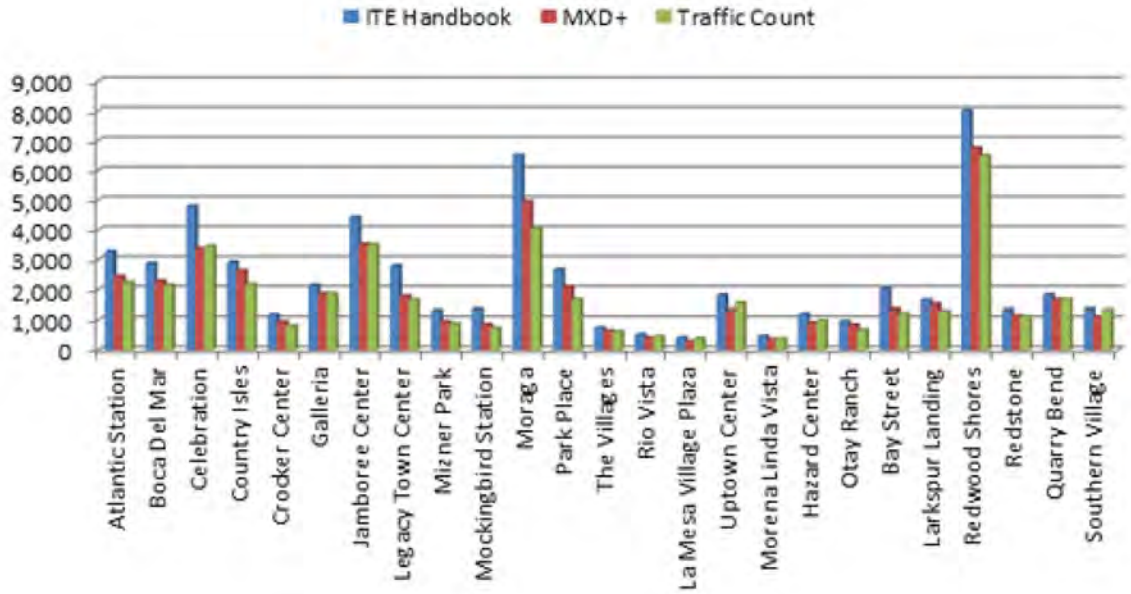
DAILY TRAFFIC GENERATION COMPARISON OF ITE HANDBOOK & MXD+ METHODS



AM PEAK HOUR TRAFFIC GENERATION COMPARISON OF ITE HANDBOOK & MXD+ METHODS



PM PEAK HOUR TRAFFIC GENERATION COMPARISON OF ITE HANDBOOK & MXD+ METHODS



The MXD+ method explains 97 percent of the variation in trip generation among mixed-use developments, compared with 65 percent for the ITE *Handbook* method. On average, the *Handbook* overestimates AM peak traffic generation by 49 percent, compared with 12 percent for MXD+. For the PM peak hour, the ITE *Handbook* overestimates actual traffic by 35 percent. The MXD+ method reduces this to 4 percent, remaining slightly conservative and unlikely to understate impacts.

By combining and refining the two most advanced methodologies for estimating traffic generation for mixed-use development, the MXD+ method provides transportation planners and engineers a more accurate single approach that accounts for the most important factors that distinguish lower impact development from other forms. Doing so advances development planning and impact assessment beyond the practices that have, to date, unreasonably discouraged mixed-use development.

Recommendations for Planners

We recommend that planners adopt the latest methods for evaluating traffic generation of mixed use and other forms of smart growth, including infill and transit-oriented development. The MXD methods developed under the U.S. EPA multiregional study and the NCHRP 684 study on enhancing trip-capture estimation each represent substantial advances to the conventional practices previously available through ITE. Combining the two new methods, as described above, improves upon both individual methods. Tools for all three approaches are available for use through the references and resources listed below.

Traffic engineers are beginning to take notice of the new methods, but we expect that natural sluggishness in adopting new practices will continue to impose unfair penalties on mixed use and other forms of lower-impact development. We recommend activism on the part of all planners, development reviewers, and impact analysts on behalf of the more accurate MXD methods.

Immediate adoption of the improved methods will allow planners to account for a project's regional location, transit availability, density of development, walkability factors, and the characteristics of residents and businesses and on-site adjacencies of land uses including residential, office, retail, restaurants, theaters, and hotels. Accounting for these factors through the MXD+ method will achieve the highest levels of accuracy possible in estimating traffic impacts of mixed use development.

We recommend applying and promoting the MXD+ method for day-to-day project planning and performance-based site-plan refinement, impact analysis, and discretionary review. Doing so will eliminate what is presently a systematic bias in traffic analysis that favors single-use, isolated, suburban-style development.

Conclusion

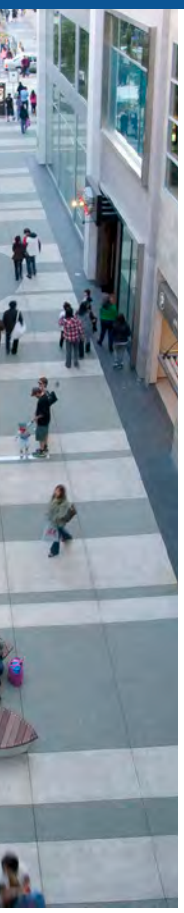
Standard traffic engineering practices are blind to the primary benefits of smart growth. A plan's development density, scale, design, accessibility, transit proximity, demographics, and mix of uses all affect traffic generation in ways unseen to prescribed methods. The Institute of Transportation Engineers (ITE) *Trip Generation Manual* and *Handbook* overestimate peak traffic generation for mixed-use development by an average of 35 percent. For conventional suburban stand-alone development, ITE rates portray the average for such sites; so hedging mixed-use analysis toward more conservative assumptions creates a systematic bias in favor of single-use suburban development.

ITE overestimation of traffic impacts reduces the likelihood of approval of mixed use and related forms of smart growth such as infill, compact, and transit-oriented development. Such overestimation escalates development costs, skews public perception, heightens community resistance, and favors isolated single-use development.

The methods of evaluating mixed use development described in this report represent a substantial improvement over conventional traffic-estimation methods. They improve accuracy and virtually eliminate overestimation bias, and they are supported by the substantial evidence of surveys and traffic counts at 266 mixed use sites across the U.S. The MXD+ analysis method explains 97 percent of the variation in trip generation among mixed use sites and all but eliminates the ITE systematic overestimation of traffic. We hope planners and other professionals will take advantage of the available spreadsheet tools listed below to help even the playing field between conventional development patterns and more sustainable, walkable, livable places.

About the Authors

Jerry Walters is a principal and sustainability practice leader with Fehr & Peers, transportation consultants. He has more than 30 years of experience in transportation planning, engineering, and travel forecasting and is a registered traffic engineer. Jerry developed project evaluation methods for the U.S. EPA study "Mixed-use Development and Vehicle Trips: Improving the Standard Estimation Methodology." He is a co-author of the book Growing Cooler – the Evidence on Urban Development and Climate Change (Urban Land Institute, 2008).



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Reid Ewing is a professor of city and metropolitan planning at the University of Utah, associate editor of the *Journal of the American Planning Association*, columnist for *Planning* magazine, and Fellow of the Urban Land Institute. His 2010 article, "Travel and the Built Environment: A Meta-Analysis," won the Best Article of the Year award from the American Planning Association, and his book, Best Development Practices (APA Planners Press, 1996), is listed by APA as one of the 100 essential planning books of the past 100 years.

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Additional Resources

Description, documentation, and spreadsheet tools for the NCHRP 684 method, Enhancing Internal Trip Capture Estimation for Mixed-Use Developments may be found at www.trb.org/Main/Blurbs/165014.aspx.

Description, documentation, and spreadsheet tools for the EPA MXD Trip Generation Tool for Mixed-Use Developments may be found at www.epa.gov/smartgrowth/mxd_tripgeneration.html.

Quick-response analysis tools for applying the EPA MXD method, the combined EPA /NCHRP method MXD+, and MXD in conjunction with analysis of vehicle-miles traveled, GHG emissions, and shared parking, Plan+, may be found at http://asap.fehrandpeers.com/tools/.

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Model Inputs

Input Variable	Input Value	Source
MXD specific inputs		
Project Area (Acres)	14	GIS
Intersections per Square Mile	68	EPA Smart Location Database (2013) - 2010 Scenario
Employment within 1 mile of Project Site	35430	custom
Share of regional employment within a 30 minute trip by transit	3	custom
Surrounding Household Size	2.74	ACS 2012 (5-year) - All Housing Types
Surrounding Vehicle Ownership	1.95	ACS 2012 (5-year) - All Housing Types
Site Household Size	2.40	custom
Site Vehicle Ownership	1.50	custom
Average Vehicle Occupancy (HBW Trips)	1.0	NCHRP 758
Average Vehicle Occupancy (HBO Trips)	1.0	NCHRP 758
Average Vehicle Occupancy (NHB Trips)	1.0	NCHRP 758

Model Outputs (Vehicle Trips)

Land Use	Units[1]	ITE Code	Quantity	Daily	AM Peak Hour			PM Peak Hour		
					In	Out	Total	In	Out	Total
Net New Uses										
(220) - Apartment (Adj Streets, 7-9A, 4-6P)	Dwelling Units	220[2]	200	1336	20	82	102	83	45	128
(310) - Hotel (Adj Streets, 7-9A, 4-6P)	Rooms	310[3]	480	3923	150	104	254	147	141	288
(820) - Shopping Center (Adj Streets, 7-9A, 4-6P)	1000 sq ft leasable area	820[4]	21.4	2493	38	23	61	102	111	213
(931) - Quality Restaurant (Adj Streets, 7-9A, 4-6P)	1000 sq ft gross floor area	931[5]	23.4	2105	10	9	19	117	58	175
(930) - Fast Casual Restaurant (Adj Streets, 7-9A, 4-6P)	1000 Sq. Ft. FLA	930[6]	6.2	1954	9	4	13	48	40	88
Reductions										
Internal Capture				-364	-11	-11	-22	-82	-66	-148
External Walk, Bike, and Transit				-2,570	-72	-70	-142	-110	-87	-197
Total Reductions				-2,934	-83	-81	-164	-192	-153	-345
Net New Project Trips				8,877	144	141	285	305	242	547

1. **DU = dweling units. KSF = 1000 square feet**
2. **ITE Trip Generation land use category (220) - Apartment (Adj Streets, 7-9A, 4-6P)**
   - **Daily: T = 6.06(X) + 123.56**
   - **AM Peak Hour: T = 0.49(X) + 3.73 (20% in, 80% out)**
   - **PM Peak Hour: T = 0.55(X) + 17.65 (65% in, 35% out)**
3. **ITE Trip Generation land use category (310) - Hotel (Adj Streets, 7-9A, 4-6P)**
   - **Daily: T = 8.95(X) + -373.16**
   - **AM Peak Hour: T = 0.53(X) (59% in, 41% out)**
   - **PM Peak Hour: T = 0.60(X) (51% in, 49% out)**
4. **ITE Trip Generation land use category (820) - Shopping Center (Adj Streets, 7-9A, 4-6P)**
   - **Daily: Ln(T) = 0.65 * ln(X) + 5.83**
   - **AM Peak Hour: Ln(T) = 0.61 * ln(X) + 2.24 (62% in, 38% out)**
   - **PM Peak Hour: Ln(T) = 0.67 * ln(X) + 3.31 (48% in, 52% out)**
5. **ITE Trip Generation land use category (931) - Quality Restaurant (Adj Streets, 7-9A, 4-6P)**
   - **Daily: T = 89.95(X)**
   - **AM Peak Hour: T = 0.81(X) (55.000000000000001% in, 45% out)**
   - **PM Peak Hour: T = 7.49(X) (67% in, 33% out)**
6. **ITE Trip Generation land use category (930) - Fast Casual Restaurant (Adj Streets, 7-9A, 4-6P)**
   - **Daily: T = 315.17(X)**
   - **AM Peak Hour: T = 2.07(X)**
   - **PM Peak Hour: T = 14.13(X)**
7. **Reductions based on application of MXD+ model:**
   - **Total Reductions: Daily = 24.8%, AM Peak Hour = 36.6%, PM Peak Hour = 38.7%**
   - **Internal Capture: Daily = 3.1%, AM Peak Hour = 4.9%, PM Peak Hour = 16.6%**
   - **External Walk, Bike, and Transit: Daily = 21.7%, AM Peak Hour = 31.7%, PM Peak Hour = 22.1%**
8. **Sources:**
   - ***ITE Trip Generation Manual*, 9th and 10th Edition**
   - **Fehr and Peers**
9. **Person Trips:**
   - **Person Trips derived using the following average vehicle occupancy rates, applied to ITE Vehicle Trip Generation:**
   - **HBW AVO:1**
   - **HBO AVO:1**
   - **NHW AVO:1**

Attachment D

Transportation Tables

Table 1: Recent Counts

North/South	East/West	AM Peak Hour																Grand Total
		Northbound				Southbound				Eastbound				Westbound				
		Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	*Total*	
Patrick Henry Drive	Tasman Drive	38	28	2	68	4	19	46	69	91	195	105	391	14	751	42	*807*	**1335**
Old Ironsides Drive	Tasman Drive	12	6	8	26	11	11	11	33	23	167	12	202	11	885	100	*996*	**1257**
Great America Parkway	Tasman Drive																	
Great America Parkway	Tasman Drive	326	594	160	1080	56	542	47	645	27	137	33	197	335	615	147	*1097*	**3019**
Calle Del Sol	Tasman Drive	0	0	0	0	99	0	124	223	34	255	0	289	0	1137	225	*1362*	**1874**
Lick Mill Boulevard	Tasman Drive	287	28	335	650	3	16	7	26	21	311	66	398	132	943	22	*1097*	**2171**
Great America Parkway	Great America Way	36	347	63	446	192	1054	68	1314	2	3	9	14	175	57	194	*426*	**2200**
Great America Parkway	Old Mountain View-Alviso Rd	36	347	63	446	192	1054	68	1314	2	3	9	14	175	57	194	*426*	**2200**
Great America Parkway	Bunker Hill Lane	112	562	169	843	107	576	135	818	14	7	17	38	33	11	40	*84*	**1783**
Great America Parkway	Old Glory Lane	22	1127	2	1151	22	835	16	873	0	0	5	5	2	0	2	*4*	**2033**
Great America Parkway	Mission College Boulevard																	
Great America Parkway	Mission College Boulevard	470	1152	353	1975	142	678	120	940	119	89	103	311	468	271	300	*1039*	**4265**
Great America Parkway	US 101 NB Ramps	0	1702	104	1806	0	1083	0	1083	0	0	0	0	406	0	902	*1308*	**4197**

Table 2A: Counted Volumes used in the City Place Santa Clara EIR

North/South	East/West	AM Peak Hour																Grand Total
		Northbound				Southbound				Eastbound				Westbound				
		Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	*Total*	
Patrick Henry Drive	Tasman Drive	61	70	3	134	3	10	10	23	0	371	151	522	0	306	23	*329*	**1008**
Old Ironsides Drive	Tasman Drive	11	22	5	38	16	13	11	40	84	278	22	384	29	322	97	*448*	**910**
Great America Parkway	Tasman Drive	231	842	373	1446	82	584	59	725	104	246	63	413	370	561	268	*1199*	**3783**
Great America Parkway	Tasman Drive	231	842	373	1446	82	584	59	725	104	246	63	413	370	561	268	*1199*	**3783**
Calle Del Sol	Tasman Drive	0	0	0	0	122	0	131	253	40	244	0	284	0	844	165	*1009*	**1546**
Lick Mill Boulevard	Tasman Drive	295	37	369	701	2	3	2	7	19	512	61	592	96	693	23	*812*	**2112**
Great America Parkway	Great America Way	41	442	37	520	169	1294	40	1503	3	4	0	7	100	9	147	*256*	**2286**
Great America Parkway	Old Mountain View-Alviso Rd	216	381	67	664	22	914	455	1391	90	8	22	120	11	2	4	*17*	**2192**
Great America Parkway	Bunker Hill Lane	187	628	345	1160	163	601	177	941	14	13	22	49	62	5	18	*85*	**2235**
Great America Parkway	Old Glory Lane	45	1051	5	1101	14	866	18	898	3	0	5	8	3	0	7	*10*	**2017**
Great America Parkway	Mission College Boulevard	347	1316	234	1897	198	545	87	830	59	92	16	167	435	196	341	*972*	**3866**
Great America Parkway	Mission College Boulevard	347	1316	234	1897	198	545	87	830	59	92	16	167	435	196	341	*972*	**3866**
Great America Parkway	US 101 NB Ramps	0	1878	172	2050	0	772	275	1047	0	0	0	0	335	0	967	*1302*	**4399**

Table 2B: Difference between Recent Counts and Counted Volumes used in the City Place Santa Clara EIR

North/South	East/West	AM Peak Hour																Grand Total
		Northbound				Southbound				Eastbound				Westbound				
		Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	*Total*	
Patrick Henry Drive	Tasman Drive	23	42	1	66	-1	-9	-36	-46	-91	176	46	131	-14	-445	-19	*-478*	**-327**
Old Ironsides Drive	Tasman Drive	-1	16	-3	12	5	2	0	7	61	111	10	182	18	-563	-3	*-548*	**-347**
Great America Parkway	Tasman Drive																	
Great America Parkway	Tasman Drive	-95	248	213	366	26	42	12	80	77	109	30	216	35	-54	121	*102*	**764**
Calle Del Sol	Tasman Drive	0	0	0	0	23	0	7	30	6	-11	0	-5	0	-293	-60	*-353*	**-328**
Lick Mill Boulevard	Tasman Drive	8	9	34	51	-1	-13	-5	-19	-2	201	-5	194	-36	-250	1	*-285*	**-59**
Great America Parkway	Great America Way	5	95	-26	74	-23	240	-28	189	1	1	-9	-7	-75	-48	-47	*-170*	**86**
Great America Parkway	Old Mountain View-Alviso Rd	180	34	4	218	-170	-140	387	77	88	5	13	106	-164	-55	-190	*-409*	**-8**
Great America Parkway	Bunker Hill Lane	75	66	176	317	56	25	42	123	0	6	5	11	29	-6	-22	*1*	**452**
Great America Parkway	Old Glory Lane	23	-76	3	-50	-8	31	2	25	3	0	0	3	1	0	5	*6*	**-16**
Great America Parkway	Mission College Boulevard																	
Great America Parkway	Mission College Boulevard	-123	164	-119	-78	56	-133	-33	-110	-60	3	-87	-144	-33	-75	41	*-67*	**-399**
Great America Parkway	US 101 NB Ramps	0	176	68	244	0	-311	275	-36	0	0	0	0	-71	0	65	*-6*	**202**

Note: Difference is calculated as Recent Counts (from Table 1) - Counted Volumes from the City Place Santa Clara EIR (from Table 2A). A negative value indicates the City Place counts are less than recent counts.

Table 2C: Percent Difference between Recent Counts and Counted Volumes used in the City Place Santa Clara EIR (Only showing for turn movements greater than 150 vehicles)

North/South	East/West	AM Peak Hour																Grand Total
		Northbound				Southbound				Eastbound				Westbound				
		Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	*Total*	
Patrick Henry Drive	Tasman Drive										47%	30%	25%		-145%		*-145%*	**-32%**
Old Ironsides Drive	Tasman Drive										40%		47%		-175%		*-122%*	**-38%**
Great America Parkway	Tasman Drive																	
Great America Parkway	Tasman Drive	-41%	29%	57%	25%		7%		11%		44%		52%	9%	-10%	45%	*9%*	**20%**
Calle Del Sol	Tasman Drive								12%		-5%		-2%		-35%	-36%	*-35%*	**-21%**
Lick Mill Boulevard	Tasman Drive	3%		9%	7%						39%		33%		-36%		*-35%*	**-3%**
Great America Parkway	Great America Way		21%		14%	-14%	19%		13%								*-66%*	**4%**
Great America Parkway	Old Mountain View-Alviso Rd	83%	9%		33%		-15%	85%	6%									**0%**
Great America Parkway	Bunker Hill Lane	40%	11%	51%	27%	34%	4%	24%	13%									**20%**
Great America Parkway	Old Glory Lane		-7%		-5%		4%		3%									**-1%**
Great America Parkway	Mission College Boulevard																	
Great America Parkway	Mission College Boulevard	-35%	12%	-51%	-4%	28%	-24%		-13%				-86%	-8%	-38%	12%	*-7%*	**-10%**
Great America Parkway	US 101 NB Ramps		9%	40%	12%		-40%	100%	-3%					-21%		7%	*0%*	**5%**

Note: Percent Difference is calculated as Difference between Recent Counts and Counted Volumes from the City Place Santa Clara EIR (from Table 2B) divided by Counted Volume in City Place EIR (from Table 2A).

Table 3A: 2020 Volumes used in the City Place Santa Clara EIR

North/South	East/West	AM Peak Hour																Grand Total
		Northbound				Southbound				Eastbound				Westbound				
		Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	*Total*	
Patrick Henry Drive	Tasman Drive	170	70	10	250	10	10	10	30	0	850	370	1220	30	640	30	*700*	**2200**
Old Ironsides Drive	Tasman Drive	20	30	10	60	30	20	20	70	90	610	180	880	390	680	120	*1190*	**2200**
Great America Parkway	Tasman Drive	250	1300	480	2030	100	1070	220	1390	120	360	290	770	520	1100	350	*1970*	**6160**
Great America Parkway	Tasman Drive	250	1300	480	2030	100	1070	220	1390	120	360	290	770	520	1100	350	*1970*	**6160**
Calle Del Sol	Tasman Drive	0	0	0	0	130	0	140	270	50	470	0	520	0	1620	240	*1860*	**2650**
Lick Mill Boulevard	Tasman Drive	340	40	370	750	10	10	10	30	20	730	70	820	140	1510	30	*1680*	**3280**
Great America Parkway	Great America Way	220	580	160	960	300	1960	220	2480	30	10	30	70	150	10	200	*360*	**3870**
Great America Parkway	Old Mountain View-Alviso Rd	250	810	150	1210	100	1580	460	2140	90	10	30	130	30	10	20	*60*	**3540**
Great America Parkway	Bunker Hill Lane	200	1170	350	1720	170	1350	180	1700	20	20	30	70	70	10	20	*100*	**3590**
Great America Parkway	Old Glory Lane	450	1540	10	2000	20	1600	110	1730	130	0	160	290	10	0	10	*20*	**4040**
Great America Parkway	Mission College Boulevard	570	2010	270	2850	220	1200	190	1610	60	100	30	190	530	200	680	*1410*	**6060**
Great America Parkway	Mission College Boulevard	570	2010	270	2850	220	1200	190	1610	60	100	30	190	530	200	680	*1410*	**6060**
Great America Parkway	US 101 NB Ramps	0	2470	290	2760	0	1460	350	1810	0	0	0	0	820	0	1310	*2130*	**6700**

Table 3B: Difference between 2020 Volumes and Counted Volumes used in the City Place Santa Clara EIR

North/South	East/West	AM Peak Hour																Grand Total
		Northbound				Southbound				Eastbound				Westbound				
		Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	*Total*	
Patrick Henry Drive	Tasman Drive	132	42	8	182	6	-9	-36	-39	-91	655	265	829	16	-111	-12	*-107*	**865**
Old Ironsides Drive	Tasman Drive	8	24	2	34	19	9	9	37	67	443	168	678	379	-205	20	*194*	**943**
Great America Parkway	Tasman Drive																	
Great America Parkway	Tasman Drive	-76	706	320	950	44	528	173	745	93	223	257	573	185	485	203	*873*	**3141**
Calle Del Sol	Tasman Drive	0	0	0	0	31	0	16	47	16	215	0	231	0	483	15	*498*	**776**
Lick Mill Boulevard	Tasman Drive	53	12	35	100	7	-6	3	4	-1	419	4	422	8	567	8	*583*	**1109**
Great America Parkway	Great America Way	184	233	97	514	108	906	152	1166	28	7	21	56	-25	-47	6	*-66*	**1670**
Great America Parkway	Old Mountain View-Alviso Rd	214	463	87	764	-92	526	392	826	88	7	21	116	-145	-47	-174	*-366*	**1340**
Great America Parkway	Bunker Hill Lane	88	608	181	877	63	774	45	882	6	13	13	32	37	-1	-20	*16*	**1807**
Great America Parkway	Old Glory Lane	428	413	8	849	-2	765	94	857	130	0	155	285	8	0	8	*16*	**2007**
Great America Parkway	Mission College Boulevard																	
Great America Parkway	Mission College Boulevard	100	858	-83	875	78	522	70	670	-59	11	-73	-121	62	-71	380	*371*	**1795**
Great America Parkway	US 101 NB Ramps	0	768	186	954	0	377	350	727	0	0	0	0	414	0	408	*822*	**2503**

Note: Difference is calculated as 2020 Volumes (from Table 3A) - Counted Volumes from the City Place Santa Clara EIR (from Table 2A). A negative value indicates the City Place counts are less than recent counts.

Table 3C: Percent Difference between 2020 Volumes and Counted Volumes used in the City Place Santa Clara EIR (Only showing for turn movements greater than 150 vehicles)

North/South	East/West	AM Peak Hour																Grand Total
		Northbound				Southbound				Eastbound				Westbound				
		Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	*Total*	
Patrick Henry Drive	Tasman Drive	78%			73%						77%	72%	68%		-17%		*-15%*	**39%**
Old Ironsides Drive	Tasman Drive										73%	93%	77%	97%	-30%		*16%*	**43%**
Great America Parkway	Tasman Drive																	
Great America Parkway	Tasman Drive	-30%	54%	67%	47%		49%	79%	54%		62%	89%	74%	36%	44%	58%	*44%*	**51%**
Calle Del Sol	Tasman Drive								17%		46%		44%		30%	6%	*27%*	**29%**
Lick Mill Boulevard	Tasman Drive	16%		9%	13%						57%		51%		38%		*35%*	**34%**
Great America Parkway	Great America Way	84%	40%	61%	54%	36%	46%	69%	47%							3%	*-18%*	**43%**
Great America Parkway	Old Mountain View-Alviso Rd	86%	57%		63%		33%	85%	39%									**38%**
Great America Parkway	Bunker Hill Lane	44%	52%	52%	51%	37%	57%	25%	52%									**50%**
Great America Parkway	Old Glory Lane	95%	27%		42%		48%		50%			97%	98%					**50%**
Great America Parkway	Mission College Boulevard																	
Great America Parkway	Mission College Boulevard	18%	43%	-31%	31%	35%	44%	37%	42%				-64%	12%	-36%	56%	*26%*	**30%**
Great America Parkway	US 101 NB Ramps		31%	64%	35%		26%	100%	40%					50%		31%	*39%*	**37%**

Note: Percent Difference is calculated as Difference between 2020 Volumes and Counted Volumes from the City Place Santa Clara EIR (from Table 3B) divided by Counted Volume in City Place EIR (from Table 2A).

Table 4: Recent Counts

North/South	East/West	PM Peak Hour																Grand Total
		Northbound				Southbound				Eastbound				Westbound				
		Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	
Patrick Henry Drive	Tasman Drive	58	28	11	97	14	76	197	287	99	740	332	1171	32	374	17	423	1978
Old Ironsides Drive	Tasman Drive	11	18	36	65	39	94	25	158	20	682	24	726	11	314	9	334	1283
Great America Parkway	Tasman Drive	84	618	536	1238	377	924	50	1351	27	635	52	714	270	223	57	550	3853
Great America Parkway	Tasman Drive																	
Calle Del Sol	Tasman Drive	0	0	0	0	166	0	67	233	90	1146	0	1236	0	427	170	597	2066
Lick Mill Boulevard	Tasman Drive	62	4	243	309	29	24	15	68	4	1088	388	1480	237	567	6	810	2667
Great America Parkway	Great America Way	21	1010	460	1491	99	554	7	660	60	82	23	165	76	9	169	254	2570
Great America Parkway	Old Mountain View-Alviso Rd	21	1010	460	1491	99	554	7	660	60	82	23	165	76	9	169	254	2570
Great America Parkway	Bunker Hill Lane	22	651	40	713	32	759	30	821	236	19	235	490	174	21	71	266	2290
Great America Parkway	Old Glory Lane	13	1171	0	1184	8	1224	4	1236	45	0	101	146	2	0	2	4	2570
Great America Parkway	Mission College Boulevard	271	1002	377	1650	368	1625	142	2135	170	459	100	729	445	125	146	716	5230
Great America Parkway	Mission College Boulevard																	
Great America Parkway	US 101 NB Ramps																	

Table 5A: Counted Volumes used in the City Place Santa Clara EIR

North/South	East/West	PM Peak Hour																Grand Total
		Northbound				Southbound				Eastbound				Westbound				
		Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	
Patrick Henry Drive	Tasman Drive	61	18	12	91	20	40	104	164	0	718	137	855	1	447	16	464	1574
Old Ironsides Drive	Tasman Drive	20	16	29	65	71	71	32	174	18	730	12	760	40	388	13	441	1440
Great America Parkway	Tasman Drive	104	543	458	1105	333	919	70	1322	61	701	137	899	460	369	116	945	4271
Great America Parkway	Tasman Drive	104	543	458	1105	333	919	70	1322	61	701	137	899	460	369	116	945	4271
Calle Del Sol	Tasman Drive	0	0	0	0	262	0	67	329	131	1103	0	1234	0	550	229	779	2342
Lick Mill Boulevard	Tasman Drive	71	1	181	253	20	41	8	69	6	1074	468	1548	287	841	24	1152	3022
Great America Parkway	Great America Way	16	977	225	1218	182	670	7	859	32	20	7	59	55	3	120	178	2314
Great America Parkway	Old Mountain View-Alviso Rd	69	774	13	856	25	667	100	792	428	13	169	610	62	5	6	73	2331
Great America Parkway	Bunker Hill Lane	48	551	43	642	43	812	30	885	132	11	203	346	302	22	103	427	2300
Great America Parkway	Old Glory Lane	24	1010	4	1038	15	1248	3	1266	19	0	102	121	2	0	9	11	2436
Great America Parkway	Mission College Boulevard	585	763	396	1744	344	1633	132	2109	183	273	269	725	919	265	178	1362	5940
Great America Parkway	Mission College Boulevard	585	763	396	1744	344	1633	132	2109	183	273	269	725	919	265	178	1362	5940
Great America Parkway	US 101 NB Ramps	0	1048	189	1237	0	2220	739	2959	0	0	0	0	381	0	670	1051	5247

Table 5B: Difference between Recent Counts and Counted Volumes used in the City Place Santa Clara EIR

North/South	East/West	PM Peak Hour																Grand Total
		Northbound				Southbound				Eastbound				Westbound				
		Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	
Patrick Henry Drive	Tasman Drive	3	-10	1	-6	6	-36	-93	-123	-99	-22	-195	-316	-31	73	-1	41	-404
Old Ironsides Drive	Tasman Drive	9	-2	-7	0	32	-23	7	16	-2	48	-12	34	29	74	4	107	157
Great America Parkway	Tasman Drive	20	-75	-78	-133	-44	-5	20	-29	34	66	85	185	190	146	59	395	418
Great America Parkway	Tasman Drive																	
Calle Del Sol	Tasman Drive	0	0	0	0	96	0	0	96	41	-43	0	-2	0	123	59	182	276
Lick Mill Boulevard	Tasman Drive	9	-3	-62	-56	-9	17	-7	1	2	-14	80	68	50	274	18	342	355
Great America Parkway	Great America Way	-5	-33	-235	-273	83	116	0	199	-28	-62	-16	-106	-21	-6	-49	-76	-256
Great America Parkway	Old Mountain View-Alviso Rd	48	-236	-447	-635	-74	113	93	132	368	-69	146	445	-14	-4	-163	-181	-239
Great America Parkway	Bunker Hill Lane	26	-100	3	-71	11	53	0	64	-104	-8	-32	-144	128	1	32	161	10
Great America Parkway	Old Glory Lane	11	-161	4	-146	7	24	-1	30	-26	0	1	-25	0	0	7	7	-134
Great America Parkway	Mission College Boulevard	314	-239	19	94	-24	8	-10	-26	13	-186	169	-4	474	140	32	646	710
Great America Parkway	Mission College Boulevard																	
Great America Parkway	US 101 NB Ramps																	

Note: Difference is calculated as Recent Counts (from Table 4) - Counted Volumes from the City Place Santa Clara EIR (from Table 5A). A negative value indicates the City Place counts are less than recent counts.

Table 5C: Percent Difference between Recent Counts and Counted Volumes used in the City Place Santa Clara EIR (Only showing for turn movements greater than 150 vehicles)

North/South	East/West	PM Peak Hour																Grand Total
		Northbound				Southbound				Eastbound				Westbound				
		Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	
Patrick Henry Drive	Tasman Drive								-75%		-3%		-37%		16%		9%	-26%
Old Ironsides Drive	Tasman Drive								9%		7%		4%		19%		24%	11%
Great America Parkway	Tasman Drive		-14%	-17%	-12%	-13%	-1%		-2%		9%		21%	41%	40%		42%	10%
Great America Parkway	Tasman Drive																	
Calle Del Sol	Tasman Drive					37%			29%		-4%		0%		22%	26%	23%	12%
Lick Mill Boulevard	Tasman Drive			-34%	-22%						-1%	17%	4%	17%	33%		30%	12%
Great America Parkway	Great America Way		-3%	-104%	-22%	46%	17%		23%								-43%	-11%
Great America Parkway	Old Mountain View-Alviso Rd		-30%		-74%		17%		17%	86%		86%	73%					-10%
Great America Parkway	Bunker Hill Lane		-18%		-11%		7%		7%			-16%	-42%	42%			38%	0%
Great America Parkway	Old Glory Lane		-16%		-14%		2%		2%									-6%
Great America Parkway	Mission College Boulevard	54%	-31%	5%	5%	-7%	0%		-1%	7%	-68%	63%	-1%	52%	53%	18%	47%	12%
Great America Parkway	Mission College Boulevard																	
Great America Parkway	US 101 NB Ramps																	

Note: Percent Difference is calculated as Difference between Recent Counts and Counted Volumes from the City Place Santa Clara EIR (from Table 5B) divided by Counted Volume in City Place EIR (from Table 5A).

Table 6A: 2020 Volumes used in the City Place Santa Clara EIR

North/South	East/West	PM Peak Hour																Grand Total
		Northbound				Southbound				Eastbound				Westbound				
		Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	
Patrick Henry Drive	Tasman Drive	150	20	20	190	20	50	110	180	0	1080	410	1490	120	1030	20	1170	**3030**
Old Ironsides Drive	Tasman Drive	150	20	290	460	90	80	40	210	30	1050	20	1100	50	960	30	1040	**2810**
Great America Parkway	Tasman Drive	180	1220	610	2010	380	1380	210	1970	160	1010	170	1340	630	710	160	1500	**6820**
Great America Parkway	Tasman Drive	180	1220	610	2010	380	1380	210	1970	160	1010	170	1340	630	710	160	1500	**6820**
Calle Del Sol	Tasman Drive	0	0	0	0	360	0	80	440	140	1560	0	1700	0	790	290	1080	**3220**
Lick Mill Boulevard	Tasman Drive	90	10	270	370	20	50	10	80	10	1480	620	2110	350	1120	30	1500	**4060**
Great America Parkway	Great America Way	50	1900	290	2240	230	960	40	1230	190	20	170	380	180	10	240	430	**4280**
Great America Parkway	Old Mountain View-Alviso Rd	80	1620	30	1730	40	1190	100	1330	510	20	170	700	130	10	80	220	**3980**
Great America Parkway	Bunker Hill Lane	50	1340	50	1440	50	1400	30	1480	140	20	270	430	310	30	110	450	**3800**
Great America Parkway	Old Glory Lane	320	1840	10	2170	40	1970	30	2040	110	0	560	670	10	0	10	20	**4900**
Great America Parkway	Mission College Boulevard	590	1600	530	2720	550	2870	160	3580	270	280	270	820	1070	270	290	1630	**8750**
Great America Parkway	Mission College Boulevard	590	1600	530	2720	550	2870	160	3580	270	280	270	820	1070	270	290	1630	**8750**
Great America Parkway	US 101 NB Ramps	0	1800	570	2370	0	3310	1070	4380	0	0	0	0	590	0	890	1480	**8230**

Table 6B: Difference between 2020 Volumes and Counted Volumes used in the City Place Santa Clara EIR

North/South	East/West	PM Peak Hour																Grand Total
		Northbound				Southbound				Eastbound				Westbound				
		Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	
Patrick Henry Drive	Tasman Drive	92	-8	9	93	6	-26	-87	-107	-99	340	78	319	88	656	3	747	**1052**
Old Ironsides Drive	Tasman Drive	139	2	254	395	51	-14	15	52	10	368	-4	374	39	646	21	706	**1527**
Great America Parkway	Tasman Drive	96	602	74	772	3	456	160	619	133	375	118	626	360	487	103	950	**2967**
Great America Parkway	Tasman Drive																	
Calle Del Sol	Tasman Drive	0	0	0	0	194	0	13	207	50	414	0	464	0	363	120	483	**1154**
Lick Mill Boulevard	Tasman Drive	28	6	27	61	-9	26	-5	12	6	392	232	630	113	553	24	690	**1393**
Great America Parkway	Great America Way	29	890	-170	749	131	406	33	570	130	-62	147	215	104	1	71	176	**1710**
Great America Parkway	Old Mountain View-Alviso Rd	59	610	-430	239	-59	636	93	670	450	-62	147	535	54	1	-89	-34	**1410**
Great America Parkway	Bunker Hill Lane	28	689	10	727	18	641	0	659	-96	1	35	-60	136	9	39	184	**1510**
Great America Parkway	Old Glory Lane	307	669	10	986	32	746	26	804	65	0	459	524	8	0	8	16	**2330**
Great America Parkway	Mission College Boulevard	319	598	153	1070	182	1245	18	1445	100	-179	170	91	625	145	144	914	**3520**
Great America Parkway	Mission College Boulevard																	
Great America Parkway	US 101 NB Ramps																	

Note: Difference is calculated as 2020 Volumes (from Table 6A) - Counted Volumes from the City Place Santa Clara EIR (from Table 5A). A negative value indicates the City Place counts are less than recent counts.

Table 6C: Percent Difference between 2020 Volumes and Counted Volumes used in the City Place Santa Clara EIR (Only showing for turn movements greater than 150 vehicles)

North/South	East/West	PM Peak Hour																Grand Total
		Northbound				Southbound				Eastbound				Westbound				
		Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	Left	Thru	Right	Total	
Patrick Henry Drive	Tasman Drive				49%				-59%		31%	19%	21%		64%		64%	35%
Old Ironsides Drive	Tasman Drive			88%	86%				25%		35%		34%		67%		68%	54%
Great America Parkway	Tasman Drive	53%	49%	12%	38%	1%	33%	76%	31%	83%	37%	69%	47%	57%	69%	64%	63%	44%
Great America Parkway	Tasman Drive																	
Calle Del Sol	Tasman Drive					54%			47%		27%		27%		46%	41%	45%	36%
Lick Mill Boulevard	Tasman Drive			10%	16%						26%	37%	30%	32%	49%		46%	34%
Great America Parkway	Great America Way		47%	-59%	33%	57%	42%		46%	68%		86%	57%	58%		30%	41%	40%
Great America Parkway	Old Mountain View-Alviso Rd		38%		14%		53%		50%	88%		86%	76%				-15%	35%
Great America Parkway	Bunker Hill Lane		51%		50%		46%		45%			13%	-14%	44%			41%	40%
Great America Parkway	Old Glory Lane	96%	36%		45%		38%		39%			82%	78%					48%
Great America Parkway	Mission College Boulevard	54%	37%	29%	39%	33%	43%	11%	40%	37%	-64%	63%	11%	58%	54%	50%	56%	40%
Great America Parkway	Mission College Boulevard																	
Great America Parkway	US 101 NB Ramps																	

Note: Percent Difference is calculated as Difference between 2020 Volumes and Counted Volumes from the City Place Santa Clara EIR (from Table 6B) divided by Counted Volume in City Place EIR (from Table 5A).

RESOLUTION NO. _____

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SANTA CLARA, CALIFORNIA, RECOMMENDING THE CITY COUNCIL ADOPT A FIRST ADDENDUM TO THE ENVIRONMENTAL IMPACT REPORT FOR THE RELATED SANTA CLARA PROJECT IN CONNECTION WITH THE APPROVAL OF A DEVELOPMENT AREA PLAN FOR PHASE ONE OF THE PROJECT SITUATED ON APPROXIMATELY 14.3 ACRES OF LAND LOCATED AT 5155 STARS AND STRIPES DRIVE (APNs 104-03-036 (portion), 104-03-037 (portion), 104-03-038 AND 104-03-039)

SCH#2014072078
CEQ2014-11180 (EIR)

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

WHEREAS, pursuant to the provisions of the California Environmental Quality Act (Cal. Pub. Res. Code § 21000 et seq.) ("CEQA") together with the State CEQA Guidelines (14 CCR § 15000 et seq.) ("CEQA Guidelines"), the City of Santa Clara prepared a Final Environmental Impact Report ("Final EIR") for the proposed construction by Related Santa Clara, LLC (the "Applicant") of a new multi-phased, mixed-use development known as the Related Santa Clara Project (the "Project");

WHEREAS, on June 28, 2016, the City Council adopted Resolution No. 16-8337, certifying the Final EIR and adopting CEQA findings and a Mitigation Monitoring and Reporting Program ("MMRP") in accordance with CEQA and the CEQA Guidelines;

WHEREAS, on June 28, 2016, the Santa Clara City Council approved a number of Project entitlements, including Resolution No. 16-8339, which rezoned the Project site to the PD-MC (Planned Development-Master Community) zoning district;

WHEREAS, pursuant to Resolution No. 16-8339, buildout of the Project is governed by a Master Community Plan (the "MCP") dated April 5, 2017, which anticipates up to eight potential phases of development, each of which would be governed by a "Development Area Plan," or "DAP";

WHEREAS, the Project analyzed in the Final EIR and approved via the MCP consists of up to 9.16 million gross square feet of office buildings, retail and entertainment facilities, residential units, hotel rooms, surface and structured parking facilities, new open space and roads, landscaping and tree replacement, and new/upgraded/expanded infrastructure and utilities;

WHEREAS, after certification of the Final EIR, on November 4, 2019, in conformance with the Development Area Plans and Architectural Review Submittal and Approval Procedures (the "DAP Procedures") attached as Appendix C to the MCP, the Applicant filed an application for City Council approval of a Development Area Plan for Phase One of the Project ("DAP 1 Application");

WHEREAS, the DAP 1 Application proposes certain modifications to the Project analyzed in the Final EIR and approved via the MCP, consisting of minor changes to the boundaries of Phase One of the Project, a minor increase in the maximum square footage permitted within Phase One of the Project, and a small change to the use mix permitted within Phase One of the Project;

WHEREAS, in order to ensure that all potential environmental impacts of the Project (as modified by the DAP 1 Application) were thoroughly analyzed, the City caused an addendum to the Final EIR (the "Addendum") to be prepared pursuant to CEQA Guidelines 15164, which Addendum is attached hereto as Attachment 1 and incorporated herein by this reference;

WHEREAS, the Addendum provides analysis and cites substantial evidence that supports the conclusion that no subsequent environmental review is required because the criteria of CEQA Section 21166 and CEQA Guidelines Section 15162 requiring additional environmental review under CEQA have not been met;

WHEREAS, Section 2.7.2.4 of the DAP Procedures provides for the review and recommendation of the City's Planning Commission of each DAP application before action is taken by the City Council; and

WHEREAS, on February 20, 2020, the Planning Commission held a duly noticed public hearing to consider the Addendum and the DAP 1 Application, at which time interested persons were given an opportunity to give testimony and provide evidence in support of and in opposition to the proposed DAP 1.

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

1. Recitals. That the Planning Commission hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. Findings. That the Planning Commission has exercised its independent judgement and reviewed and considered the Final EIR, together with the Addendum thereto, and has determined that the criteria of CEQA Section 21166 and CEQA Guidelines Section 15162 that would have required additional environmental review under CEQA have not been met. Specifically, and without limitation, substantial evidence exists to support the conclusion that no supplemental or subsequent environmental review is required in connection with the City's consideration of the DAP 1 Application because (1) the Project (as modified by the DAP 1 Application) would not result in any new or more severe significant impacts than those studied in the EIR, (2) there exists no new information of substantial importance that would result in any new or more severe significant impacts as compared to those studied in the EIR; (3) there are no substantial changes in circumstances that would result in any new or more severe significant impacts than those identified in the EIR; and (4) there is no feasible mitigation measure or alternative that is considerably different from others previously analyzed that has not been adopted.

3. Approval Recommendation. That the Planning Commission hereby recommends that the City Council adopt the Addendum prior to acting on the DAP 1 Application.

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 PLANNING COMMISSION OF THE CITY OF SANTA CLARA, CALIFORNIA, AT A SPECIAL MEETING THEREOF HELD ON THE 20TH DAY OF FEBRUARY, 2020, BY THE FOLLOWING VOTE:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAINED: COMMISSIONERS:

ATTEST: _____

ANDREW CRABTREE
DIRECTOR OF COMMUNITY DEVELOPMENT
CITY OF SANTA CLARA

Attachment Incorporated by Reference:
1. CEQA Addendum

RESOLUTION NO. 16-8338

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, APPROVING THE GENERAL PLAN AMENDMENT #83 TO (1) CHANGE THE LAND USE DESIGNATION FROM PARKS/OPEN SPACE AND REGIONAL COMMERCIAL TO URBAN CENTER/ENTERTAINMENT DISTRICT ON AN APPROXIMATELY 240-ACRE SITE LOCATED AT 5155 STARS AND STRIPES DRIVE, ET AL, SANTA CLARA; (2) MODIFY FIGURE 2.3-1, "AREAS OF POTENTIAL DEVELOPMENT," AND TABLE 8.6-2, "PROPOSED DEVELOPMENT (APPROVED, NOT CONSTRUCTED AND PENDING PROJECTS)," AND MAKE RELATED MINOR TEXT AMENDMENTS; AND (3) UPDATE APPENDIX 8.13 (CLIMATE ACTION PLAN) WITH TRIP REDUCTION TARGETS FOR THE URBAN CENTER/ENTERTAINMENT DISTRICT

SCH#2014072078
CEQ2014-01180 (EIR)
PLN2014-10554 (General Plan Amendment, Rezoning and Development Agreement)

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

WHEREAS, on May 23, 2014, Santa Clara Centennial Gateway, LLC (predecessor in interest to Montana Property Group), filed a preliminary application for the development of a mixed-use project on approximately 9.48 acres of real property (together, the "Tasman Parcels") located at 5120 Stars and Stripes Drive (APNs 104-03-038 and -039);

WHEREAS, on June 9, 2014, Related Santa Clara LLC (the "Applicant") filed a preliminary application for the development of a mixed-use project on approximately 230 acres of real property (together, the "City Landfill Parcels") located at 5155 Stars and Stripes Drive (APNs 104-03-036, 104-03-037, 104-01-102, 097-01-039, 097-01-073), generally located to the north and northeast of the Tasman Parcels;

WHEREAS, the Tasman Parcels and the City Landfill Parcels (together, the "Project Site") encompass approximately two hundred forty (240) acres of land generally located north of

Tasman Drive, east of Great America Parkway and San Tomas Aquino Creek, west of the Guadalupe River, and south of Great America Way and State Route (SR) 237, most of which was formerly occupied by a landfill and is now occupied by currently occupied by the Santa Clara Golf & Tennis Club, a restaurant and banquet facility, a maintenance building, Fire Station 10, a Bicycle-Motocross (BMX) track, the Ameresco Methane Plant, the Eastside Retention Basin, a City vehicle washing station, and vacant lots used for parking;

WHEREAS, on August 5, 2014, an application was filed by Related Santa Clara, LLC (the "Applicant"), to combine the two development proposals into a single project (the "Original Project") that would encompass up to 9.16 million gross square feet (gsf) of office buildings, retail and entertainment facilities, residential units, and hotel rooms, consistent with the elements of the "CityPlace Project" discussed in the Master Community Plan;

WHEREAS, on February 5, 2015, Montana Property Group and the Applicant formed a joint venture to develop the "City Center" portion of the Project Site (as described in the Master Community Plan), with the remainder of the Project Site to be developed by the Applicant;

WHEREAS, the Applicant later proposed a modification to the Original Project, referred to as the "Enhanced Open Space Variant" (the "EOS Variant") to reserve a portion of one of the parcels (APN 104-01-102) (designated as "Parcel 3" in the Master Community Plan) for parks and open space uses, with the office uses and associated parking that would otherwise have been developable on Parcel 3 being reallocated to other parts of the Project Site, all as consistent with the elements of the Supplement to the Master Community Plan attached hereto and incorporated herein by this reference;

WHEREAS, the General Plan Amendment ("GPA") proposes to change the existing land use designations of the Project Site from Parks/Open Space (APNs 104-03-036, 104-03-037, 104-01-

102, 097-01-039, and 097-01-073) and Regional Commercial (104-03-038 and 104-03-039) to Urban Center/Entertainment District to allow for the combination of office, retail, commercial, hotel, and residential uses at high intensities of development in conjunction with the provision of park and open space to serve the local community and surrounding region;

WHERAS, the GPA includes a revision to Figure 2.3-1, Areas of Potential Development, and to Table 8.6-2, Proposed Development (Approved, Not Constructed and Pending Projects), and minor modifications to the General Plan text to revise Citywide limitations on office development to recognize the Project;

WHEREAS, the GPA includes an amendment to Appendix 8.13 (the Climate Action Plan) setting forth vehicle trip reduction targets for the new Land Use designation of Urban Center/Entertainment District;

WHEREAS, the Applicant has simultaneously applied to rezone the Project Site from Public, Quasi-Public, Park or Recreation (APNs 104-03-036, 104-03-037, 104-01-102, 097-01-039, and 097-01-073) and Commercial Park (APNs 104-03-038 and 104-03-039) to a Planned Development-Master Community (PD-MC) Zoning District for the construction of a multi-phased mixed-use development consisting of up to 9.16 million gross square feet of commercial and residential uses, public facilities, and park and open space ("Project");

WHEREAS, the Applicant has also requested to enter into a Development Agreement ("DA") and a Disposition and Development Agreement ("DDA") with the City, and City staff have negotiated and recommended a draft DA and a draft DDA 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 June 8, 2016 the Planning Commission conducted a duly noticed public hearing and recommended that the Council approve the proposed General Plan Amendment;

WHEREAS, Government Code Section 65355 requires the City Council to hold a public hearing prior to adopting an amendment of the General Plan;

WHEREAS, notice of the public hearing on the proposed General Plan Amendment was published in the *Santa Clara Weekly*, a newspaper of general circulation for the City, on June 15, 2016;

WHEREAS, notices of the public hearing on the General Plan Amendment were mailed to all property owners within 1,000 feet of the Project Site, according to the most recent assessor's roll, on June 16, 2016;

WHEREAS, before considering the General Plan Amendment for the Project Site, the City Council reviewed and considered the potential environmental impacts of the Project, identified mitigation measures, and adopted and certified the Environmental Impact Report ("EIR") for the Project (SCH #2014072078), as well as a set of CEQA Findings and a Statement of Overriding Considerations, in accordance with the requirements of CEQA;

WHEREAS, in taking the action to adopt and certify the FEIR, the City Council selected the "Increased Housing Alternative" identified in the EIR, combined with the EOS Variant, as the Project (the "Project"); and

WHEREAS, on June 28, 2016, the City Council reviewed the General Plan Amendment and conducted a 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 OF SANTA CLARA AS FOLLOWS:

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. General Plan Amendment Findings. That the City Council finds and determines that the General Plan Amendment is in the interest of the public good for the following reasons:

A. The proposed amendment is deemed to be in the public interest, in that:

The Project is located in an urbanized area served by existing 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 adaptive reuse of a closed landfill facility within an urbanized area provides 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 furthers and is consistent with the goals, policies and major strategies of the General Plan that enhance the City's quality of life, preserve and cultivate neighborhoods, promote sustainability, enhance City identity, support Focus Areas and community vitality, maintain the City's fiscal health and quality of services, and maximize health and safety benefits with the creation of a new land use designation that allows for the development of a mixed-use transit-oriented environment that places employees, residents and visitors in proximity to restaurants, retail, hotel, entertainment and office uses connected and served by existing City facilities and services, public transit, and Applicant-paid improvements for upgraded and

expanded utilities in the creation of a local and regional destination and that will contribute to the City's economy.

C. The proposed amendment has been processed in accordance with the applicable provisions of the California Government Code and the California Environmental Quality Act (CEQA), 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 from agencies, organizations and individuals 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.

D. The potential impacts of the proposed amendment have been assessed and have been determined not to be detrimental to the public health, safety, or welfare, in that:

A Mitigation Monitoring and Reporting Program (MMRP) has been prepared for implementation with Project development to reduce potentially significant impacts identified in the DEIR, FEIR and Appendix to the FEIR, that combined constitute the EIR for the Project, to less than significant and a set of CEQA Findings 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; the Planning Commission recommended that the City

Council adopt all of these documents; and the City Council adopted and certified the FEIR and adopted the CEQA Findings, Statement of Overriding Considerations, and MMRP.

3. That the City Council, pursuant to Government Code § 65358, hereby amends the General Plan by changing the General Plan Land Use Designation for the Project Site to Urban Center/Entertainment District, and to make corresponding modifications to Figures 5.2-1, 5.2-2 and 5.2-3 (Land Use Diagrams), to allow development of the Project.

4. That the City Council hereby amends the General Plan by adding the following text to Subsection 5.2.2 ("Land Use Classifications and Diagram") of Section 5.2 ("Land Use Diagram") of Chapter 5 ("Goals and Policies"), to be inserted after the existing definition of "Regional Mixed Use" and before the existing definition of "Downtown Core":

> "Urban Center/Entertainment District
>
> This classification is intended for local and regional scale destinations that feature a mixture of some or all of the following pedestrian-oriented commercial retail and services, urban residential, hotel and employment generating uses within a defined planning area. It accommodates an intensity of development intended to create a lively place of focus for community and commerce. Master planned projects are encouraged, which may proceed through multiple phases and may entail several individual parcels or development areas. The intensity of development within individual parcels or sub-areas may vary, thereby allowing a more dense urban form in key locations (for example, concentrated employment, retail services and/or housing served by nearby transit facilities). The planning area may be designated as one of the following:
>
> - Low Intensity Urban Center that allows an overall project that shall not

exceed a gross FAR of 1.0 for all combined office, commercial, retail and hotel uses;

- High Intensity Urban Center that allows an overall project that shall not exceed a gross FAR of 2.0 for all combined office, commercial, retail and hotel uses.

Accordingly, this classification accommodates a wide variety and mix of commercial activities serving residents, businesses and visitors from the local community and surrounding region. Some combination of the following uses are allowed in vertical or horizontal mixed-use arrangements: 1) retail sales and services; 2) restaurants and other food and beverage uses; 3) entertainment venues such as cinemas, performance venues, other interactive experiences, and active open space and plaza amenities; 4) hotels; 5) corporate and general office; 6) commercial services; 7) and compatible uses of a similar commercial character. Auto-oriented uses such as drive-through restaurants and auto service facilities are not appropriate uses.

Medium to very high density residential use (ranging from 37 to 90 du/ac) is also suitable to this classification, while not subject to FAR limitations, the buildings could be restricted by FAA or other applicable height restrictions/regulations. The integration of urban scale housing is intended to contribute to a balanced community, reduce reliance on the automobile, and promote the desired pedestrian-oriented character. Horizontal and vertical mixing of compatible uses is permissible, bringing residents and workers in close proximity to basic services and desirable conveniences. Mixed use developments that afford active lower

floor(s) retail or commercial space along street frontages with residential units arranged on upper floors are especially fitting as part of an urban core.

Development should support alternative modes of travel, incorporating accommodations for transit users, bicyclists, and pedestrians, as well as utilizing and incentivizing transportation demand management. Parking should be provided in a manner that does not disrupt the desired pedestrian-orientation, and instead is arranged and scaled to help activate street spaces. Shared parking among compatible uses is encouraged. Both structured and surface parking are permissible, as appropriate to location and uses.

Open spaces and landscape features that enhance the public realm and meet the active and passive recreational needs of multiple users shall be incorporated throughout a project. In particular, open spaces should encompass some or all of the following: at-grade plazas, greens and similar shared outdoor spaces suitable for formal and informal gatherings, as well as pedestrian-friendly streetscapes that feature wide sidewalks, canopy trees, street furniture, and other amenities. Upper/podium level courtyards and terraces, as well as public and private rooftop gardens are also encouraged."

5. That the City Council hereby amends the General Plan by revising Policy 5.3.1-P18 of Subsection 5.3.1 ("General Plan Land Use Goals and Policies") of Section 5.3 ("Land Use") of Chapter 5 ("Goals and Policies") to read as follows:

"5.3.1-P18 Meter net new industrial and commercial development excluding 'Approved/Not Constructed and Pending Projects' identified on Figure 2.3-1 so as not to exceed 2.75 million square feet in Phase I, 5.5 million square feet in Phase II and 5.5

million square feet in Phase III in order to maintain the City's jobs/housing balance and ensure adequate infrastructure and public services."

6. That the City Council hereby amends the General Plan by revising Policy 5.3.5-P9 of Subsection 5.3.5 ("Office and Industrial Land Use Goals and Policies") of Section 5.3 ("Land Use") of Chapter 5 ("Goals and Policies") to read as follows:

"5.3.5-P9 Allow additional square footage of up to ten percent, but not less than 2,500 square feet, of a proposed Office/R&D Development for commercial uses provided that such commercial uses have the potential to reduce daytime vehicle trips. <u>This policy shall not apply to any property with a land use designation of Urban Center/Entertainment District</u>."

7. That the City Council amends the General Plan by revising the first paragraph of Subsection 5.5.1 ("Discretionary Use Goals and Policies") of Section 5.5 ("Neighborhood Compatibility") of Chapter 5 ("Goals and Policies") to read as follows:

"Discretionary Use Policies are applicable under specific conditions for which an alternate use and/or density to the classification on the Land Use Diagram can conform to the General Plan. These policies are intended to promote compatibility with surrounding uses and support the General Plan Major Strategies. Discretionary Use Policies may only be applied singularly, and may not be combined for new development projects. <u>Discretionary Use Policies shall not apply to any property with a land use designation of Urban Center/Entertainment District.</u>"

8. That the City Council amends the General Plan by modifying Figure 2.3-1 ("Areas of Potential Development") in the General Plan to identify the Project Site as one of the "Approved/Not Constructed and Pending Projects".

9. That the City Council amends the General Plan by modifying Table 8.6-2 ("Proposed Development (Approved, Not Constructed and Pending Projects)") in the General Plan to include the Project, by adding a new line under "the "Mixed Use" heading, immediately after the line for 3600 El Camino Real, to read as follows:

"Urban Center/Entertainment District 2034 5155 Stars & Stripes Drive (CityPlace) 9,164,400 1,680"

10. That the City Council hereby amends Appendix 8.13 of the General Plan by modifying the Climate Action Plan to include new trip reduction standards for the Urban Center/Entertainment District General Plan Designation, by replacing Table 9 with the attached revised Table 9, attached hereto and incorporated herein by this reference.

11. 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.

12. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City of Santa Clara, California, hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

13. Effective date. This resolution shall become effective at such time as Ordinance No. 1956 approving the Development Agreement becomes effective, and if such Ordinance has not become effective by December 31, 2018, this resolution shall be deemed to be void and of no further force or effect.

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 28th DAY OF JUNE, 2016, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:	Caserta, Davis, Kolstad, O'Neill and Watanabe and Mayor Gillmor
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	Marsalli
ABSTAINED:	COUNCILORS:	None

ATTEST: _____

ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments Incorporated by Reference:
1. Revised General Plan Figure 2.3-1
2. Revised General Plan Figure 8.6-2
3. Revised Climate Action Plan Table 9

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Revised Table 9: Minimum Vehicle Miles Traveled Reduction Requirements by Transportation District and Land Use Designation

	General Plan Land Use Designation								
	Medium-Density Residential	High-Density Residential	Regional Commercial	Neighborhood Mixed Use	Community Mixed Use	Regional Mixed Use	Low Intensity Office/ R&D	High Intensity Office/ R&D	Urban Center/ Entertainment[8]
Average trip generation rate [1, 2]	6	7	8	8	8	8	11	7	Office: 11 Residential: 7
Transportation Districts	Minimum % VMT reduction per project [3, 4, 5] (Minimum % VMT reduction per project from TDM) [6, 7]								
1 – North of Caltrain	15% (5%)	20% (10%)					25% (10%)	20% (10%)	Office: 10% (4%) Residential: 20% (2%)
2- Downtown					20% (10%)				
3 – El Camino Real Corridor		15% (5%)			20% (10%)	20% (10%)			
4 – Stevens Creek Boulevard			5% (n/a)		15% (5%)				

Notes:
1. Average trip generation rates represent the number of daily trips per housing unit (for residential projects) or per 1,000 square feet (for nonresidential projects).
2. For commercial and mixed-use designations, average trip generation rates describe employee and resident trips rather than retail visitor trips.
3. Highlighted cells indicate that the General Plan land use designation is present in the transportation district.
4. The VMT reductions for each land use in each district exceed the total cumulative VMT reductions anticipated for each district in Appendix B, as projects consisting of less than or equal to 25 dwelling units or 10,000 nonresidential square feet would typically be considered exempt.
5. All projects subject to minimum vehicle miles traveled reduction requirements are subject to annual reporting requirements.
6. Staff retains discretion to require a TDM program as a condition of approval for discretionary projects not located in one of the four identified districts.
7. TDM reductions are expressed as minimum requirements. However, staff retains discretion to require greater levels of TDM as a condition of approval for discretionary projects.
8. For the Urban Center/Entertainment District, the VMT reduction requirements apply to the office and residential uses within that district, and the reduction requirements are specific to those two categories of uses.

Figure 2.3-1
Areas of Potential Development

8.6-2 [REVISED]: PROPOSED DEVELOPMENT (APPROVED, NOT CONSTRUCTED & PENDING PROJECTS)

Land Use Designation	*Anticipated Completion*	*Project Location*	*Proposed New Square Feet*	*Proposed Housing Units*
Residential				
Medium Density Residential	2010	1468 Lafayette St		3
Medium Density Residential	2010	1655 Scott Blvd (Shea/UL Site)		130
Medium Density Residential	2010	1701 Lawrence Rd		9
Medium Density Residential	2010	2255 Gianera St		6
Medium Density Residential	2010	2447 Homestead Rd		8
Medium Density Residential	2010	3421 Homestead Rd		14
Medium Density Residential	2010	3459 Lochinvar		30
Medium Density Residential	2010	3625 Pruneridge Ave (Pruneridge Villas)		8
Medium Density Residential	2010	4092 Davis St		4
Medium Density Residential	2010	502 Mansion Park Drive (Mansion Grove Apartments)		124
Medium Density Residential	2010	90 N Winchester Blvd (BAREC)		275
Medium Density Residential	2010	900 Pomeroy Ave		3
Medium Density Residential	2010	900 Kiely Blvd. (former Kaiser Hospital)		766
Medium Density Residential	2010	Various Locations		40
High Density Residential	2010	1331 Lawrence Expy (Marina Playa/BRE)		340
High Density Residential	2010	1828-1870 Main St		28
High Density Residential	2010	2250 El Camino Real		45
High Density Residential	2010	550 Moreland (M2 at Rivermark)		430
High Density Residential	2010	Agnew Road & Lafayette Rd (Mission Terraces)		202
Commercial				
Regional Commercial	2010	24 Hour Car Wash	1,400	
Regional Commercial	2010	2875 Lakeside Dr	419,000	
Regional Commercial	2010	70 Saratoga Ave	8,300	
Regional Commercial	2010	Valley Fair Shopping Center Addition	118,300	
Mixed Use				
Regional Mixed Use	2010	4272 Davis St	2,100	2
Regional Mixed Use	2010	3600 El Camino Real	141,600	490
Urban Center/ Entertainment	2034	5155 Stars & Stripes Drive (CityPlace)	9,164,400	1,680

8.6-2 [REVISED]: PROPOSED DEVELOPMENT (APPROVED, NOT CONSTRUCTED & PENDING PROJECTS)

Land Use Designation	*Anticipated Completion*	*Project Location*	*Proposed New Square Feet*	*Proposed Housing Units*
Industrial/Office/R&D				
Low Intensity Office/R&D	2010	2045 Lafayette Street	330,400	
Low Intensity Office/R&D	2010	3205 Bassett Street (Data Center)	33,300	
Low Intensity Office/R&D	2015	3250 Scott Blvd	215,000	
Low Intensity Office/R&D	2015	3300 Olcott	200,000	
Low Intensity Office/R&D	2015	5301 Stevens Creek Blvd (Hewlett Packard)	727,500	
High Intensity Office/R&D	2010	1500 Space Park (Data Center)	350,000	
High Intensity Office/R&D	2015	2200 Lawson Ld (Sobrato)	516,000	
High Intensity Office/R&D	2015	2250 Mission College Blvd (Intel)		
High Intensity Office/R&D	2015	2350 Mission College (Maskatiya/Suri)	306,000	
High Intensity Office/R&D	2015	2727 Augustine Dr (EOP)	1,900,000	
High Intensity Office/R&D	2015	2800 San Tomas Expy (Harvest Properties)	1,950,000	
High Intensity Office/R&D	2015	4301 Great America Parkway	743,000	
High Intensity Office/R&D	2015	5355 Great America Parkway (Irvine)	911,000	
High Intensity Office/R&D	2015	5450 Great America Parkway	218,200	
High Intensity Office/R&D	2015	Freedom Circle (Intel)	400,000	
High Intensity Office/R&D	2015	4401 Great America Parkway (Yahoo)	3,000,000	
Light Industrial	2015	1920 Lafayette St (Industrial condos)	65,400	
Heavy Industrial	2015	555 Reed Street (Data Center)	312,000	
Public/Quasi Public	2010	700 Lawrence Expressway (Kaiser Addition Medical Offices)	130,000	
Total Proposed Development			22,262,900	4,637
Existing Square Footage Demolished for Proposed Development			*-3,145,500*	
Net New Proposed Development			19,117,400	4,637

RESOLUTION NO. 16-8339

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, APPROVING A REZONING FROM PUBLIC, QUASI-PUBLIC, PUBLIC PARK OR RECREATION (B) AND COMMERCIAL PARK (CP) TO PLANNED DEVELOPMENT – MASTER COMMUNITY (PD-MC) OF APPROXIMATELY 240 ACRES OF LAND (APNs 104-03-036, 104-03-037, 104-01-102, 097-01-039, 097-01-073, 104-03-038, AND 104-03-039), COMMONLY KNOWN AS THE "CITYPLACE" PROJECT SITE

SCH#2014072078
CEQ2014-01180 (EIR)
PLN2014-10554 (General Plan Amendment, Rezoning and Development Agreement)

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

WHEREAS, on May 23, 2014, Santa Clara Centennial Gateway, LLC (predecessor in interest to Montana Property Group), filed a preliminary application for the development of a mixed-use project on approximately 9.48 acres of real property (together, the "Tasman Parcels") located at 5120 Stars and Stripes Drive (APNs 104-03-038 and -039);

WHEREAS, on June 9, 2014, Related Santa Clara LLC (the "Applicant") filed a preliminary application for the development of a mixed-use project on approximately 230 acres of real property (together, the "City Landfill Parcels") located at 5155 Stars and Stripes Drive (APNs 104-03-036, 104-03-037, 104-01-102, 097-01-039, 097-01-073), generally located to the north and northeast of the Tasman Parcels;

WHEREAS, the Tasman Parcels and the City Landfill Parcels (together, the "Project Site") encompass approximately two hundred forty (240) acres of land generally located north of Tasman Drive, east of Great America Parkway and San Tomas Aquino Creek, west of the Guadalupe River, and south of Great America Way and State Route (SR) 237, most of which was formerly occupied by a landfill and is currently occupied by the Santa Clara Golf & Tennis

Club, a restaurant and banquet facility, a maintenance building, Fire Station 10, a Bicycle-Motocross (BMX) track, the Ameresco Methane Plant, the Eastside Retention Basin, a City vehicle washing station, and vacant lots used for parking;

WHEREAS, on August 5, 2014, an application was filed by Related Santa Clara, LLC (the "Applicant"), to combine the two development proposals into a single project (the "Original Project") that would encompass up to 9.16 million gross square feet (gsf) of office buildings, retail and entertainment facilities, residential units, and hotel rooms, consistent with the elements of the "CityPlace Project" discussed in the Master Community Plan attached hereto and incorporated herein by this reference;

WHEREAS, on February 5, 2015, Montana Property Group and the Applicant formed a joint venture to develop the "City Center" portion of the Project Site (as described in the Master Community Plan), with the remainder of the Project Site to be developed by the Applicant;

WHEREAS, the Applicant later proposed a modification to the Original Project, referred to as the "Enhanced Open Space Variant" (the "EOS Variant") to reserve a portion of one of the parcels (APN 104-01-102) (designated as "Parcel 3" in the Master Community Plan) for parks and open space uses, with the office uses and associated parking that would otherwise have been developable on Parcel 3 being reallocated to other parts of the Project Site, all as consistent with the elements of the Supplement to the Master Community Plan attached hereto and incorporated herein by this reference;

WHEREAS, among other entitlements, the Applicant has requested a General Plan Amendment (the "GPA") to, among other things, change the existing land use designations of the Project Site from Parks/Open Space and Regional Commercial to Urban Center/Entertainment District (a newly-created Mixed Use designation);

WHEREAS, the Project Site is currently zoned as Public, Quasi-Public, Public Park or Recreation (B), and Commercial Park (CP);

WHEREAS, in order to effectuate the Project and its change in use, the entire Project Site must be rezoned to a Planned Development – Master Community (PD-MC) Zone in order to ensure the orderly and comprehensively-regulated development of the Project;

WHEREAS, SCCC Sections 18.56.040(a) and 18.56.060 require that a PD-MC rezoning and Master Community Plan be consistent with the General Plan;

WHEREAS, the City has prepared a set of findings detailing how the project is consistent with the General Plan, attached hereto and incorporated herein by this reference.

WHEREAS, before considering the rezoning of the Project Site, the City Council reviewed and considered the potential environmental impacts of the Project, identified mitigation measures, and adopted and certified the Final Environmental Impact Report for the CityPlace Project (SCH#2014072078) (the "FEIR"), as well as a set of CEQA Findings and a Statement of Overriding Considerations, in accordance with the requirements of CEQA;

WHEREAS, in taking the action to adopt and certify the FEIR, the City Council selected the "Increased Housing Alternative" identified in the EIR, combined with the EOS Variant, as the Project (the "Project");

WHEREAS, on June 8, 2016, the Planning Commission held a duly noticed public hearing to consider the rezoning application, at which time interested persons were given an opportunity to give testimony and provide evidence in support of and in opposition to the proposed rezoning;

WHEREAS, at the conclusion of the public hearing the Planning Commission made a recommendation to the City Council to approve the rezoning application;

WHEREAS, on June 16, 2016, pursuant to section 18.112.060 of the City of Santa Clara Code, a notice of public hearing was posted in at least eight conspicuous places within one thousand (1,000) feet of the affected property, and mailed to property owners within one thousand (1,000) feet of the Project Site; and,

WHEREAS, the City Council conducted a duly noticed public hearing on June 28, 2016 to consider the rezoning application, 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 rezoning.

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

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. Pursuant to SCCC Sections 18.56.040(a) and 18.56.060, the City Council hereby finds that the PD-MC zoning designation for the Project Site and the Master Community Plan (MCP) are consistent with the General Plan, for the reasons set forth in the General Plan Consistency Findings, attached hereto and incorporated herein by this reference.

3. That the City Council hereby rezones the Project Site, subject to Project Conditions of Approval as attached hereto and incorporated by this reference, from Public, Quasi-Public, Public Park or Recreation (B) and Commercial Park (CP) to Planned Development – Master Community (PD-MC).

4. That the City Council hereby adopts the Master Community Plan, attached hereto and incorporated by this reference, as modified by the Supplement to the Master Community Plan attached hereto and incorporated by this reference, as part of the zoning map of the City, to allow the construction of the mixed-use CityPlace Project.

5. That the City Council hereby directs the Applicant to prepare and submit an Integrated MCP to the Director of Planning and Inspection for his or her consideration and approval. The Integrated MCP shall revise the text and figures in the MCP as necessary to reflect the EOS Variant and eliminate any inconsistencies with the EOS Variant, as described by the Supplement to the MCP;

7. Pursuant to SCCC Section 18.112.010, the City Council hereby determines that the following findings exist in in support of the rezoning:

A. The rezoning will promote the public welfare, in that it will permit development of the CityPlace Project on the Project Site. The Project, which is located in an urbanized area served by existing municipal services, would create a mixed-use development of a scale and character that complements and is supportive of the surrounding uses, and will:

- Further the City's goals for economic and housing development by providing up to a total of approximately 9,164,400 square feet of development, including retail/restaurant/entertainment (up to 2,021,000 square feet) hotel (up to 700 rooms), residential (up to 1,680 units), and office (up to 6,684,400 square feet);
- Provide public benefits to the City such as extensive infrastructure improvements, transportation improvements, increased public access and open space, and recreational and entertainment opportunities, while creating jobs and a vibrant, sustainable community; and
- Produce annual revenues for the City of approximately $16,119,000 upon completion of Phases 1-3 and $20,744,000 at Project completion, from property taxes, retail sales taxes, hotel taxes, and ground rent.

B. The proposed rezoning would conserve and enhance property values, protect and improve the existing character and stability of the area in question, and promote the orderly and

beneficial development of such area, in that it will facilitate development of the Project, which will:

- Create a sustainable infill mixed-use project that complements the nearby important local and regional attractions such as the stadium, convention center, and amusement park to create a well-defined center of activity for Santa Clara and the Silicon Valley;
- Establish a new mixed-use urban neighborhood that could extend and diversify the City's housing stock while fostering a sense of community; and
- Promote a flexible accommodation of growth and change over time.

C. The proposed rezoning would allow imaginative planning and design concepts to be utilized, which would otherwise be restricted in other zoning districts, in that the zone change would:

- Feature a mixture of several types of uses, including pedestrian-oriented, commercial retail and services, and urban residential, hotel and employment-generating uses, all within a defined planning area;
- Encourage master planned phases that may entail numerous individual parcels or development areas;
- Permit variation in the intensity of development within individual parcels or sub-areas, thereby allowing a more dense urban form in key locations throughout the Project Site; and
- Support the benefits of green building construction.

D. The existing zoning is inappropriate or inequitable in that the City's Zoning Code currently does not have a zoning district consistent with the proposed Urban Center/Entertainment Mixed Use General Plan designation.

8. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City of Santa Clara, California, hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

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9. Effective date. This resolution shall become effective at such time as Ordinance No. 1956 approving the Development Agreement becomes effective, and if such Ordinance has not become effective by December 31, 2018, this resolution shall be deemed to be void and of no further force or effect.

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 28TH DAY OF JUNE, 2016, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:	Caserta, Davis, Kolstad, O'Neill and Watanabe and Mayor Gillmor
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	Marsalli
ABSTAINED:	COUNCILORS:	None

ATTEST: _____

ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments Incorporated by Reference:
1. Conditions of Approval
2. Master Community Plan
3. Supplement to Master Community Plan
4. General Plan Consistency Findings

I:\PLANNING\Current Planning\2011-2014\2014\Project Files Active\PLN2014-10554 5155 Stars & Stripes - City Place\CC\6-28-16\CC Reso Rezone.doc

CONDITIONS OF APPROVAL

In addition to complying with all applicable codes, regulations, ordinances and resolutions, the following conditions of approval are recommended to be applied to the City Place Master Community Plan (MCP). The conditions of approval and obligations cited herein may be altered as necessary and additional specific detailed conditions may be added by the Executive Project Clearance Committee (Exec PCC) to accommodate the specific development Phases provided for in individual Development Area Plans (DAPs) called for under the provisions of the Master Community Plan (MCP). Detailed requirements and conditions specific to any DAP will be applied to the Council's consideration of that DAP approval.

References herein to the term *Parcels* shall be consistent with those five identified in Exhibit 1-4 of the MCP. References herein to the term *Phases* shall be consistent with those five identified in Exhibit 2-1 or 2-2 of the MCP, as appropriate.

GENERAL

1. The Master Developer shall submit within 45 days of Council final approvals of the PD-MC zoning an Integrated MCP with the Increased Housing Alternative and Enhanced Open Space (EOS) Variant as the Project, subject to review and approval by the of Director of Planning and Inspection; the Integrated MCP would revise the text and figures as necessary to reflect and eliminate any inconsistencies in the submitted MCP with the Increased Housing Alternative and the EOS Variant that is described in the MCP Supplement. The Integrated MCP shall include also any other changes incorporated into the MCP in accordance with Council approvals. The following specific changes shall be included in the integrated MCP:
   (a) Change the word "should" to "shall" in both sentences of the first bullet point under Station Area Design Guidelines on page 112 and include a conceptual plan for the improvements described.
   (b) In the second bullet point under Station Area Guidelines on page 112, include a conceptual plan for the enhanced transit plaza described and add a final sentence stating, "It is a City objective that improvements be made to the overall transit station area."
   (c) Change "2.8.2.1" to "2.7.2.1" at the bottom of the first column of page 245.
   (d) Correct the number "500,000" as to the minimum retail in Phase 2 in the definition of Minimum Initial Buildings on page 251.

2. 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 City Place Project.

3. 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.

4. The project shall comply with the conditions set forth in the Development Agreement and Development and Disposition Agreement in effect between the City of Santa Clara and Related, Santa Clara, LLC.

5. The project shall comply with the mitigation measures included within the Mitigation Monitoring or Reporting Program for the Project, each of which is hereby imposed as a condition of approval.

6. Provide filtration systems for on-site residences and daycare centers as necessary to reduce operational cancer risks and exposure to particulate matter 2.5 microns in diameter or less (PM2.5). This measure only applies to on-site residences and daycare centers. The Project Developer shall implement the following measures, as necessary, to reduce cancer risks to a level less than BAAQMD project-level thresholds:

   (a) Revised Health Risk Assessment (HRA): The Project Developer may choose to reassess the potential on-site cancer risk and PM2.5 concentrations to be experienced by on-site residential receptors and on-site daycare centers later in the design Phase, but prior to occupancy, and to prepare a revised HRA using updated receptor location information and more detailed assessment of risks associated with existing and project operational sources, and submit to the City for review. If the revised HRA demonstrates, to the satisfaction of the City, that the cancer risk and exposure to PM2.5 for all potentially exposed on-site receptors will be less than BAAMQD project-level thresholds, then no additional measures are necessary. If the revised HRA demonstrates, to the satisfaction of the City, that the cancer risk or exposure to PM2.5 for on-site sensitive receptors will be less than presented in the EIR but still over BAAMQD threshold, then the control effort may be less.

   (b) Install filtration systems on ventilation and recirculation systems. Filtration systems shall be installed on ventilation and recirculation systems within on-site residences and the heating, cooling, and ventilation systems that serve daycare centers that are exposed to risks above BAAQMD thresholds due to individual existing sources. All filters must be rated MERV 13 or higher. The Project Developer shall submit a plan for installation and maintenance of all filters in accordance with the manufacturer's recommendations to the City prior to approval of the first building permits.

7. Prepare and implement a noise control plan to reduce interior noise at sensitive land uses. The Project Developer shall conduct a design-level acoustic study that identifies exterior noise levels for residential and commercial uses on the project site. This study shall take into account existing, project, and reasonably foreseeable future noise sources (such as proposed increases in passenger rail service along the Lafayette Street corridor). Where this study finds that the exterior noise level would exceed the residential compatibility standard of 55 dBA Ldn or the commercial incompatibility standard of 65 dBA Ldn, the Project Developer shall prepare a design-level operational noise control plan to provide acceptable interior noise levels. This plan shall identify all project features and treatments that will be implemented to ensure that the project is in compliance with the interior noise standards listed in the City's General Plan and City Code as well as the standards specified for new construction within the Comprehensive Land Use Plan (CLUP) for Mineta San Jose International Airport (SJC). The study and plan shall be developed by an acoustical design professional. Design features and treatments will be identified to ensure that interior noise levels at new proposed uses are in compliance with the noise standards. The

report shall be submitted to the City for review and approval prior to the issuance of building permits for the project. Depending on the noise exposure for a particular site, such treatments may include, but are not limited to, those listed below, as recommended by the acoustical design professional.

(a) Construction of enclosures around noise-generating mechanical equipment at commercial uses.

(b) Use of setbacks from noise sources to maximum attenuation of noise over distance.

(c) Installation of noise-reducing treatments in new buildings, including:

- High-performance, sound-rated double-glazed windows,
- Sound-rated doors,
- Sound-rated exterior wall construction,
- Special acoustical details for vents,
- Acoustical caulking at all exterior façade penetrations,
- Sound-rated roof and ceiling constructions, and
- Adequate mechanical ventilation so that windows and doors may be kept closed at the discretion of the building occupants to control environmental noise intrusion.

8. Prepare and implement a vibration control plan to reduce vibration from the Union Pacific Railroad (UPRR) for sensitive land uses. The Project Developer shall prepare a design-level operational vibration control plan that identifies all project features and treatments that would be implemented to ensure that the project is in compliance with the vibration standards recommended by the Federal Transportation Administration (FTA) relative to railway operational vibration associated with UPRR operations. The plan shall be prepared when new uses would be located within the following screening distances, as recommended by FTA (FTA 2006):

(a) Category 1: Buildings where vibration would interfere with interior operations (600 feet).

(b) Category 2: Residences and buildings where people normally sleep (200 feet).

(c) Category 3: Institutional land uses with primarily daytime use (120 feet).

The plan shall take into account current and future expected passenger and freight rail service levels adjacent to the project site. The plan shall be developed by an acoustical design professional and shall include a detailed investigation of ground-borne train vibration that considers site-specific train vibration source and propagation conditions and the actual building designs. The design features and treatments shall be identified to ensure that vibration levels at new proposed uses are in compliance with FTA standards. The report shall be submitted to the City for review and approval prior to the issuance of building permits for the project. Depending on the vibration exposure for a particular site, such treatments may include, but are not limited to, those listed below, as recommended by the acoustical design professional.

(d) Increased setbacks of noise-sensitive uses from the train track.

(e) Foundation isolation systems to reduce the transmission of vibration into buildings with noise-sensitive uses that are near the tracks.

9. Incorporate flood warnings for the Lick Mill Boulevard extension and other access roads for areas vulnerable to flooding. The Project Developer and the City shall coordinate to provide flood warnings for new and existing roadways that provide access to the site and are vulnerable to 100-year flood levels. The Project Developer shall review the City's flood warning and emergency response plan and submit a brief plan for the project that is consistent with the City's plan. The plan shall be submitted to the City's Emergency Services Coordinator in the City's Fire Department for review and approval. The specific frequency of expected flooding on-site access roads shall be determined by the Project Developer and reviewed by the City. Flood warnings may be temporary or permanent, depending on the frequency of expected flooding, as determined by the City. Information about alternative access/egress routes, based on flooding potential and other factors, shall also be provided by the Project Developer to the City's Emergency Services Coordinator in the City's Fire Department for review and approval. If other flood improvements are implemented that remove the flooding risk at the Lick Mill Boulevard extension or other site access roads, then this condition of approval shall no longer be required.

ENGINEERING

E1. Developer is responsible for cost of relocation or modification of any public facility necessary to accommodate subject development, unless the cost of relocation or modification of a utility is the responsibility of a franchisee under a franchise agreement. Planned changes to existing facilities shall be included with and described in proposed infrastructure plans required at the time of DAPs.

E.2. Following approval of Tentative Maps and/or Vesting Tentative Maps by Council, the Developer shall file Final Maps for approval and recordation to the satisfaction of the Director of Public Works prior to the issuance of building permits for the DAP.

E.3 Infrastructure plans that are submitted with the DAP application shall address infrastructure needs for the entire phase where the DAP infrastructure needs must rely on, may be affected by, or may affect any future phase(s) of development. The submitted DAP infrastructure plans in that case shall provide not less than conceptual plans for or a description of the design of the infrastructure in the future phase(s), to the satisfaction of the Director of Public Works. Plans shall be prepared by a Registered Civil Engineer and approved by the City Engineer prior to approval and recordation of Final Map and/or issuance of building permits.

E4. The Sanitary sewer (SS) laterals from Parcel 1 and Parcel 2 shall connect to the westernmost 42" SS main in Lafayette Street. The SS laterals from Parcel 3 and Parcel 4 shall connect to the 42" SS main running between the two parcels from Great America Parkway to Lafayette Street. Parcel 5 shall be connected to the 12" SS main in Stars and Stripes Drive. The City shall determine available SS capacity for each main as of the time of project entitlements, including each DAP or DAP Amendment, and the Developer shall construct facility improvements to accommodate the maximum MCP development. The Developer may be reimbursed for design and construction costs above its fair share costs.

E5. Execute Covenant(s) Running with the Land to assume maintenance responsibility for non-standard street improvements within public rights-of-way prior to the City's acceptance of said improvements. Non-standard street improvements include, but are not limited to, curb return type driveway(s).

E6. Obtain site clearance through the Engineering Department prior to issuance of building permits. Site clearance will require payment of applicable development fees prior to issuance of the building permit. Other requirements may be identified for compliance during the site clearance process.

ELECTRIC

EL1. DAP infrastructure plans and documents that address the electrical distribution system shall specify on-site private electric facilities and off-site public electric facilities to address the needs of the particular DAP and, conceptually, the needs of the overall phase which contains that DAP. To the extent that development of any particular DAP or phase may affect service to other phases, a conceptual plan or description of those needs shall be included in the application.

EL2. On-site infrastructure is the Developer's responsibility. The Developer shall install the substructures required to meet Silicon Valley Power (SVP) design requirements. SVP will install all cable and equipment facilities. The Developer will be assessed development fees to cover the costs associated with installation of these facilities. Any costs associated with non-SVP standard equipment, including design reviews, will be the responsibility of the Developer.

EL3. Easements for electric facilities and access will be required for all facilities located on private streets or within structure boundaries.

EL4. Prior to the approval of the DAP for Phase 1, Developer shall enter into a separate agreement with the City to address the rights and obligations of the parties with respect to providing interim electrical capacity and service at full build-out. The agreement will address such matters as the construction obligations of the City for additional substation and off-site distribution facilities, electrical service requirements to be provided by the City, construction and payment obligations of Developer, the granting of easements or other property rights and mutual cooperation as reasonably necessary to accommodate the electric service needs of the Project.

WATER

W1. Each DAP submittal shall indicate all service connections and facilities for potable and recycled water and sanitary sewer facilities to serve the development area. To the extent necessary, plans shall include conceptual plans to serve the remainder of the Phase or future Phases that will rely on these facilities, to the satisfaction of the Director of the Water and Sewer Utilities.

W2. Prior to issuance of Building Permits, the Developer shall submit plans for water service to each individual building parcel, site and/or building to be connected 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) shall be served by separate water services. Plans shall also indicate locations of proposed fire hydrants.

FIRE DEPARTMENT

FD1. When in the opinion of the fire code official, a new structure obstructs emergency radio communications to existing buildings or to any other locations the Developer shall resolve the deficiency to the satisfaction of the Fire Department, which may include requirements to provide and install radio retransmission equipment necessary to restore communications capabilities. Any required equipment shall be located in a space or area within a new structure approved by the Fire Department.

FD2. Each DAP application shall include proposed access routes for emergency service vehicles. Plans may be required to include the entire Phase in which the DAP is included and may necessitate conceptual plans for access through or to future Phases to the extent that may be necessary to the satisfaction of the Fire Chief.

FD3. Construction and final development in each Phase and DAP shall comply with applicable fire standards, codes, and policies, including emergency access requirements.

FD4. The Developer shall provide a replacement Fire Station in accordance with the Development and Disposition Agreement.

POLICE

PD1. The Developer shall include, for each building, design specifications that meet the City of Santa Clara's guidelines established for radio signal penetration, as detailed in the Communications Department's Public Safety Radio System Building Penetration Guidelines. The intended use of telecommunications sites/equipment shall be clearly and accurately stated in the building documentation. 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.

PARKS AND RECREATION

PR1. The Developer shall comply with the City's Park and Recreational Land Ordinance (SCCC Ch. 17.35), subject to conformance with and as otherwise satisfied by the provisions of the MCP, DA and Development and Disposition Agreement, to the satisfaction of the City Manager.

STREET DEPARTMENT

ST1. Submit copy of complete landscape and automatic irrigation plans for all public rights-of-way for review and comment by City staff. The Developer is to supply and install City street trees per the MCP and City specifications. Spacing, specie, and sizes of street trees shall be subject to approval of the City Arborist.

ST2. Special Urban Runoff Stormwater Pollution Prevention requirements apply. Provide the Street Department with information to evaluate proposed stormwater pollution prevention improvements for each Phase.

ST3. Developer shall comply with City Development Guidelines for Solid Waste Services in each Phase, as specified by development type.

PLANNING AND BUILDING INSPECTION

P1. DAP applications for partial Phases as described in the MCP may be required to include conceptual plans and information for areas outside of the DAP boundaries that address site access for the provision of safety and service by City forces, as well as related utility facilities, and schematic or concept plans addressing such items as open space and parks that may be constructed in future Phases on abutting sites.

P2. Tentative Subdivision Map, Vesting Tentative Subdivision Map and/or Parcel Map applications consistent with the intent and obligations of the MCP, DA and DDA, and consistent with any parcel(s) indicated in the submission of the DAP, shall be approved by City Council prior to issuance of building permits for development within any Phase, Sub Phase or DAP within the area of that map application. Maps shall define development sites and provide for the dedication or disposition of public streets, utilities and parks/open space, to the satisfaction of the City.

P3. The Developer will be required to prepare acoustical analyses and implement noise insulation features in building construction as required by the Mitigation Monitoring and Reporting Program.

P4. The Developer shall be required to incorporate within the residential tenant lease agreements notification of the occurrence of aircraft traffic noise over the project site.

P5. The Developer shall convey an avigation easement to the City of San Jose on behalf of the San Jose International Airport.

P6. Obtain required permits and inspections from the Building Official and comply with the conditions thereof, based upon approved DAPs. Submittal of plans shall be consistent with a predetermined address numbering scheme based upon Phases identified in the MCP, to the satisfaction of the Building Official.

P7. The Developer shall file a Notice of Intent (NOI) with the State Water Resources Control Board prior to issuance of any permit for grading or construction in accordance with an approved DAP, or as otherwise permitted or required under the obligations and rights of the DDA. 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.

P8. Along with the submission of the first DAP within any Phase, a landscape and lighting concept plan for that Phase shall be provided and agreed upon by the Developer and the City. Landscaping and lighting concepts shall address public areas and street frontage areas, as well as open space and park areas within the Phase.

P9. The Developer shall employ green building standards and materials in the site design and construction of structures within each DAP, designed to meet USGBC LEED standards for new construction, in accordance with the approved MCP.

P10. The project will be required to comply with the City's Urban Runoff Pollution Prevention

Program, including best management practice measures for construction and post-construction activity, including reducing runoff to public storm drain facilities from rooftops and paved surfaces.

P11. DAP applications shall include third-party certification that the conceptual stormwater control plan meets applicable post-construction stormwater control (C3) requirements. Prior to the issuance of grading or building permits, the Developer shall provide to the Planning Division third-party certification that the stormwater control plan meets applicable C3 requirements, along with an Operations and Maintenance Agreement approved by the City for post-construction maintenance of C3 devices/measures.

P12. Trees removed shall be replaced at a ratio of two new trees for every one removed tree. Any trees not replaced at the 2:1 ratio shall be subject to in-lieu payments consistent with City policy. The developer shall be responsible for maintaining a master accounting of all tree removals, tree replacements, and in-lieu fee payments and shall provide such information with each DAP submittal and upon the City's request.

P13. The Developer shall prepare a Construction Management Plan (CMP) for review and approval prior to the issuance of initial grading or building permits for development within any Phase, Sub Phase or DAP. To the extent that information is known, a CMP may address some or all construction within the DAP or Phase, such that a CMP may not be required for each permit as called for in the adopted Mitigation Monitoring or Reporting Program.

P14. Construction activity not confined within an enclosed building shall be limited to the hours of 7:00 a.m. to 6:00 p.m. weekdays and 8:00 a.m. to 6:00 p.m. Saturdays for construction within 300 feet of a residential use. Construction activity shall not be allowed on Sundays or recognized State and Federal holidays.

P15. The Comprehensive Sign Program required for either Parcels 4/5 or Parcels 1 and 2, as specified in the MCP shall be submitted with the initial DAP submission for each area and shall be considered concurrently with and as a part of the DAP plans for the Council's consideration.

I:\PLANNING\Current Planning\2011-2014\2014\Project Files Active\PLN2014-10554 5155 Stars & Stripes - City Place\PC\Final Drafts\Draft COAs.doc

Related Santa Clara Project – Web Link Slip Sheet to Master Community Plan (MCP) Volume I

https://www.santaclaraca.gov/home/showdocument?id=58715

5155 Stars and Stripes Drive – Web Link Slip Sheet to
City Place Disposition and Development Agreement (DDA)

https://www.santaclaraca.gov/Home/Components/BusinessDirectory/BusinessDirectory/216/2571?alpha=R

BERGDAVIS | PUBLIC AFFAIRS

MEMO

FROM: BergDavis Public Affairs

TO: Ruth Shikada, City Manager

DATE: January 22, 2020

RE: Summary of January 15, 2020 Santa Clara Open House

The following is a brief summary of the Related Santa Clara Open House held Wednesday, January 15, 2020 at the Santa Clara Convention Center. At the time this open house was held, the project was fully entitled and slated to begin construction in 2020.

The meeting, which began at 5:30 pm and ended at 7 pm, was held in Room 207 of the Convention Center. Light refreshments of cookies, coffee and water were served. Approximately 25-30 people attended the open house, including members of the city council, planning commission and planning department.

Stephen Eimer, co-managing partner for the project, gave a two-part slide presentation. The first part began with an overview of Related Companies and some of its other large-mixed use projects in the United States, including Hudson Yards, and then provided an overview of Related Santa Clara's boundaries and key features, including hotels, retail, office, and housing. The second part of the presentation provided information about the timeline and phasing of the project from construction to opening.

The presentation was followed by questions from the audience that primarily focused on the following topics:

1. Entrances and exits for the project
2. Temporary roads, road closures and traffic circulation during construction
3. Traffic circulation during game days and special events once the project is built
4. Expected street, bicycle and pedestrian improvements
5. Affordable housing
6. Pedestrian safety
7. Project financing

Pre-Phase 1 and Phase 1 Infrastructure Construction Table

Infrastructure	Milestone or Trigger
Transit Center	Partial Buildout in EACP
Slip Ramp	Early Access Construction Project
Temporary Roadway	Early Access Construction Project
Temporary Traffic Signal at GAP and Temp Roadway	Early Access Construction Project
Fire Station 8 Expansion	Early Access Construction Project
Stadium Parking Relocation	Prior to take down of Yellow Lots 2 and 3
Fire Station 10 Demolition	Phase 1
Streets and Utilities (including Landscape and Stormwater Control Measures)	
Portion of Avenue A	Phase 1
Portion of Avenue C	Phase 1
Portion of Centennial Boulevard	Phase 1
Stars and Stripes Drive	Phase 1
Multimodal Improvement Plan Updates	
Install bike lockers and racks at Convention Center, Youth Soccer Park, Old Ironsides LRT station, Great America LRT station, Lick Mill LRT station	Phase 1 - City implements with Developer financial contribution
Install crosswalk motion sensors and accessible pedestrian signals at the following 10 signalized intersections: 1) Tasman Drive/Patrick Henry Drive, 2) Tasman Drive/Old Ironsides Dr, 3) Tasman Drive/Great America Parkway, 4)Tasman Drive/Convention Center Dr, 5)Tasman Drive/Centennial Blvd, 6) Tasman Drive/Calle De Sol, 7) Tasman Drive/Lick Mill Blvd; 8)Great America Parkway/Old Mountain View-Alviso Rd, 9) Great America Parkway/Bunker Hill Lane and 10) Great America Parkway/Old Glory Lane	Phase 1 - City implements with Developer financial contribution
Install sidewalk on the north side of Tasman Drive between Centennial Blvd and Calle del Sol including Lafayette St overcrossing	Phase 1 - Developer
Install bike lockers and racks at Northside Library, Thamien Park, Live Oak Park, Montague Park, and Agnew Park	Phase 1 - City implements with Developer financial contribution
Install Travel Time data collection systems at 3 locations along Great America Parkway (GAP), at the intersections of 1) GAP/Tasman Dr., 2) GAP/Old Mountain View-Alviso Road, and 3) GAP/Great America Way and 2 locations along Tasman Drive at 1) Tasman Drive/Patrick Henry Drive and 2) Tasman Drive/Lick Mill Blvd.	Phase 1 - City implements with Developer financial contribution
Install traffic monitoring cameras at 3 intersections: 1) De La Cruz Blvd Blvd/Airport Technology Park, 2) De La Cruz Blvd/Martin Ave, and 3) De La Cruz Blvd/Reed St	Phase 1 - City implements with Developer financial contribution
Install traffic monitoring cameras at 2 intersections: 1)Monroe Street/Los Padres Blvd and 2) Monroe St/Scott Blvd	Phase 1 - City implements with Developer financial contribution
Parcel 3/6 City Park	TBD - Developer to contribute financially per Section 4.8.1.b.iii.e of the DDA

RESOLUTION NO. _____

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SANTA CLARA, CALIFORNIA, RECOMMENDING THE CITY COUNCIL APPROVE A DEVELOPMENT AREA PLAN FOR PHASE ONE OF THE RELATED SANTA CLARA PROJECT SITUATED ON APPROXIMATELY 14.3 ACRES OF LAND LOCATED AT 5155 STARS AND STRIPES DRIVE (APNs 104-03-036 (portion), 104-03-037 (portion), 104-03-038 AND 104-03-039)

SCH#2014072078
CEQ2014-11180 (EIR)
PLN2019-14186 (Development Area Plan)

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

WHEREAS, on June 28, 2016, the Santa Clara City Council approved a number of entitlements for the proposed construction by Related Santa Clara, LLC (the "Applicant") of a new multi-phased, mixed-use development known as the Related Santa Clara Project (the "Project");

WHEREAS, the Project entitlements approved by the City Council on June 28, 2016, included Resolution No. 16-8339, which rezoned the Project site to the PD-MC (Planned Development-Master Community) zoning district;

WHEREAS, on June 28, 2016, the City Council adopted Resolution No. 16-8337, certifying a Final Environmental Impact Report ("Final EIR") pursuant to the provisions of the California Environmental Quality Act (Cal. Pub. Res. §§ 21000 et seq.) ("CEQA") together with the State CEQA Guidelines (14 CCR § 15000 et seq.) ("CEQA Guidelines") and adopting CEQA findings and a Mitigation Monitoring and Reporting Program ("MMRP") in accordance with CEQA and the CEQA Guidelines;

WHEREAS, pursuant to Resolution No. 16-8339, buildout of the Project is governed by a Master Community Plan (the "MCP") dated April 5, 2017, which anticipates up to eight potential phases of development, each of which would be governed by a "Development Area Plan," or "DAP";

WHEREAS, the Project analyzed in the Final EIR and approved via the MCP consists of up to 9.16 million gross square feet of office buildings, retail and entertainment facilities, residential units, hotel rooms, surface and structured parking facilities, new open space and roads, landscaping and tree replacement, and new/upgraded/expanded infrastructure and utilities;

WHEREAS, on November 4, 2019, in conformance with the Development Area Plans and Architectural Review Submittal and Approval Procedures (the "DAP Procedures") attached as Appendix C to the MCP, the Applicant filed an application for City Council approval of a Development Area Plan ("DAP 1 Application") for Phase One of the Project;

WHEREAS, the Development Area Plan for Phase One of the Project ("DAP 1") consists of components from the DAP 1 Application which incorporate City comments on the DAP 1 Application and that is dated November 1, 2019;

WHEREAS, the DAP 1 Application proposes certain modifications to the Project analyzed in the Final EIR and approved via the MCP, consisting of minor changes to the boundaries of Phase One of the Project, a minor increase in the maximum square footage permitted within Phase One of the Project, and a small change to the use mix permitted within Phase One of the Project;

WHEREAS, in order to ensure that all potential environmental impacts of the Project as modified by the DAP 1 Application were thoroughly analyzed, the City caused an addendum to the Final EIR (the "Addendum") to be prepared pursuant to CEQA Guidelines 15164;

WHEREAS, prior to taking action on this Resolution, the Planning Commission has exercised its independent judgement and reviewed and considered the final EIR, together with the Addendum thereto, and determined that no further environmental review is required for the modifications to the Project contemplated by the DAP 1 Application;

WHEREAS; the Planning Commission separately has recommended that the City Council adopt the Addendum in connection with its consideration of DAP 1;

WHEREAS, Section 2.7.2.4 of the DAP Procedures provides for the review and recommendation of the City's Planning Commission of each DAP application before action is taken by the City Council; and

WHEREAS, on February 20, 2020, the Planning Commission held a duly noticed public hearing to consider DAP 1, at which time interested persons were given an opportunity to give testimony and provide evidence in support of and in opposition to the proposed DAP 1.

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

1. Recitals. That the Planning Commission hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. Findings. Pursuant to Section 2.7.2.6 of the DAP Procedures, the Planning Commission makes the following findings:

(a) DAP 1 conforms to and is consistent with the applicable Development Requirements and the MCP.

As defined in the MCP, the Development Requirements mean the project approvals taken following certification of the Final EIR, the various project transaction documents, and the documents approved under the DAP Procedures. Except as specifically modified by the DAP 1 conditions of approval, all of the conditions of approval adopted in connection with the earlier project approvals continue to apply to development within the DAP 1 area. In addition, the Addendum identifies which mitigation measures adopted in connection with the Final EIR are applicable to the DAP 1 development. The Staff Report prepared for the February 20, 2020 Planning Commission meeting includes both a narrative description and tabular analysis that demonstrates how DAP 1 conforms with the applicable MCP requirements, which analysis is incorporated by reference as though set forth herein. In summary, DAP 1 includes a mixed-use development program featuring approximately 1,047,000 square feet of office, retail, residential, and hotel uses that is within the development program contemplated by the MCP to establish a

gateway into the City Center Mixed Use Zone primarily on Parcel 5. As required by the MCP, DAP 1 parking is provided in subterranean parking structures and is arranged to maximize shared parking opportunities to reduce the overall demand for parking within the DAP 1 area. The DAP 1 development is further consistent with other MCP standards regarding phasing, lot coverage, massing, floor area ratios, and similar design criteria. The DAP 1 conditions of approval will require all construction documents and building permits to meet applicable City standards. Accordingly, as proposed and conditioned, DAP 1 conforms with all applicable City standards.

(b) The Infrastructure that the Applicant proposes to construct in connection with Phase One is sufficient to serve the DAP 1 proposed development on the subject property.

As defined in the MCP, Infrastructure means those items identified in the Infrastructure Master Plan, which include open space improvements, streets and transportation improvements, sewer and storm drainage systems, water systems, traffic signal systems, dry utilities, and other necessary improvements. Consistent with Section 4.3.5 of the Development Agreement, all shared outdoor space improvements required for DAP 1 are permitted to be provided in connection with Phase Two of the project and will serve the DAP 1 development accordingly. DAP 1 includes conceptual plans for a new network of streets to serve the development, which will also be served by transit facilities adjacent to Phase One development. Finally, DAP 1 includes conceptual information about how the project will accommodate all of the necessary dry utilities and other necessary improvements. The DAP 1 conditions of approval will require all construction documents and building permits to meet applicable City standards. Accordingly, as proposed and conditioned, DAP 1 will include Infrastructure that is sufficient to serve the proposed development.

(c) The proposed shared outdoor space provided for Phase One in accordance with the MCP is reasonable and appropriate to the proposed level of development under DAP 1.

Consistent with Section 4.3.5 of the Development Agreement, all public park improvements are permitted to be provided in connection with Phase Two of the project and will serve the DAP 1 development accordingly. When it approved the Development Agreement, the City determined that it was reasonable to meet the shared outdoor space needs of the DAP 1 development in connection with development of Phase Two under DAP 2, and DAP 2 is anticipated to provide 1.21 acres of shared outdoor space to serve the residents in Phase One. DAP 1 will, however, provide approximately 2.22 acres of private open space.

3. Approval Recommendation. That the Planning Commission hereby recommends that the City Council approve DAP 1, as conditioned in Attachment 1, which is attached hereto and incorporated by this reference.

4. Effective date. This resolution shall become effective immediately.

5. Notice of Determination. The Development Review Officer is directed to cause to be filed a Notice of Determination with the appropriate agencies in accordance with CEQA.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE PLANNING COMMISSION OF THE CITY OF SANTA CLARA, CALIFORNIA, AT A SPECIAL MEETING THEREOF HELD ON THE 20TH DAY OF FEBRUARY, 2020, BY THE FOLLOWING VOTE:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAINED: COMMISSIONERS:

ATTEST: _____

ANDREW CRABTREE
DIRECTOR OF COMMUNITY DEVELOPMENT
CITY OF SANTA CLARA

Attachment Incorporated by Reference:
1. Conditions of Approval

CONDITIONS OF APPROVAL

The DAP Phase 1 project shall continue to comply with all Conditions of Planned Development – Master Community (PD-MC) Zoning Approval (City Council Resolution 16-8339) and all adopted mitigation measures under the approved MMRP, unless specifically superseded by any of these conditions.

The DAP Phase 1 project will comply with all applicable codes, regulations, standards, ordinances, and resolutions in effect at the time of each DAP 1 plan submission, to the extent applicable under the MCP, DA, DDA and other Project approvals. The following **conditions of approval** are recommended:

GENERAL

G1. Prior to issuance of a building permit for each building, Developer will submit plan(s) for review and approval by the Community Development Director detailing the following:

a. minimum building setbacks and lot coverage for each building;
b. detailed streetscape and landscape plans, including elements of landscape zones described in the MCP;
c. shared outdoor space elements, if any, to the extent known;
d. public art installation locations, if any, to the extent known;
e. onsite loading/unloading zones for all anticipated uses, including but not limited to delivery vehicles, trash pick-up, ride-share services, bicycle parking facilities, commuter buses, and/or private shuttles;
f. access and circulation plans for all entrances and exits to parking garages; and
g. bicycle facilities and amenities.

COMMUNITY DEVELOPMENT

C1. The Residential Serviced Apartments on Block 5C, as residential dwelling units to be constructed under Land Use Scheme A of the Master Community Plan (the land use scheme selected by the Master Developer), are required to be used for more than 30 days under a written contract such that they shall not meet the City's definition of Transient Occupancy in SCCC 3.25.020(g).

C2. Prior to commencement of grading activities, a review meeting conducted by the City and attended by all on-site field superintendent(s) will be held.

C3. **This Condition of Approval shall replace Condition of Approval P15 from the Master Community (PD-MC) Zoning Approval (included by reference herein under City Council Resolution 16-8339).** The Comprehensive Sign Program required by the MCP for Parcels 4 and 5 shall be considered concurrently with and approved or conditionally approved as a part of the DAP for Phase 2 by the City Council. The Comprehensive Sign Program required by the MCP for Parcels 1 and 2 shall be submitted with the initial DAP submission for Parcel 1 or 2, whichever is submitted first, and shall be considered concurrently with and approved or conditionally approved as a part of the applicable DAP by the City Council.

ENGINEERING

E1. Replace existing curb ramps at the northeast and northwest corners of the intersection of Tasman Drive/Centennial Boulevard with two ADA compliant curb ramps at each corner.

E2. Sidewalks along Tasman Drive between the Avenue A and Avenue C shall be a minimum of 12 feet wide with an additional 5-foot landscape strip with street trees and irrigation.

E3. Storm drain mains and laterals, and sanitary sewer mains and laterals, shall be outside the drip line of mature trees or 10 feet clear of the tree trunk, whichever is greater. Provide root barriers when the future drip line of the project installed trees will cover 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.

E4. In conjunction with installation of off-site improvements, the applicant shall perform pavement reconstruction for the entire north side of Tasman Drive along the Project frontage.

E5. Relocate existing Valley Transportation Authority (VTA) bus stops that are affected by the proposed site access during construction and/or in final condition, as necessary based upon consultation between Developer, City, and VTA.

E6. The detailed design and construction of streets and sidewalks (including landscape strips) of DAP 1 shall be in substantial conformance with the MCP, to the satisfaction of the Director of Public Works, recognizing the changes in street configuration and site design that have been made between conceptual MCP and the DAP.

E7. The detailed design and construction of **Station Road** at the intersection of Station Road and Avenue C (including length of the left turn pocket) shall be approved by the Director of Public Works.

E8. Detailed traffic signal and intersection design at the intersections of Stars and Stripes Drive/Centennial Boulevard and Avenue C/Station Road shall be approved by the Traffic Division of the Department of Public Works.

E9. Developer and City shall cooperate to establish time limits for parking along the public roadways with parking including Avenue A, Avenue C and Stars and Stripes Drive.

WATER

W.1 If, during the design process, deficiencies are identified in the existing water and/or sanitary sewer system resulting specifically from the projected additional demands or loads from the DAP 1 development, prior to issuance of the first building permit for a building within DAP 1, the developer shall submit design documents which correct the identified deficiencies in a manner consistent with City and/or other applicable regulatory standards. Any and all water and recycled water distribution systems in the proposed DAP 1 area, including areas within the 100-foot zone area of the landfill area, shall be subject to State Department of Drinking Water requirements and approval to the extent specifically required by State law.

FIRE

F1. The maximum fire flow reduction for the development for installation of fire sprinklers will be limited to 50-percent. The number of fire hydrants will be based on the based fire-flow without fire sprinkler reduction.

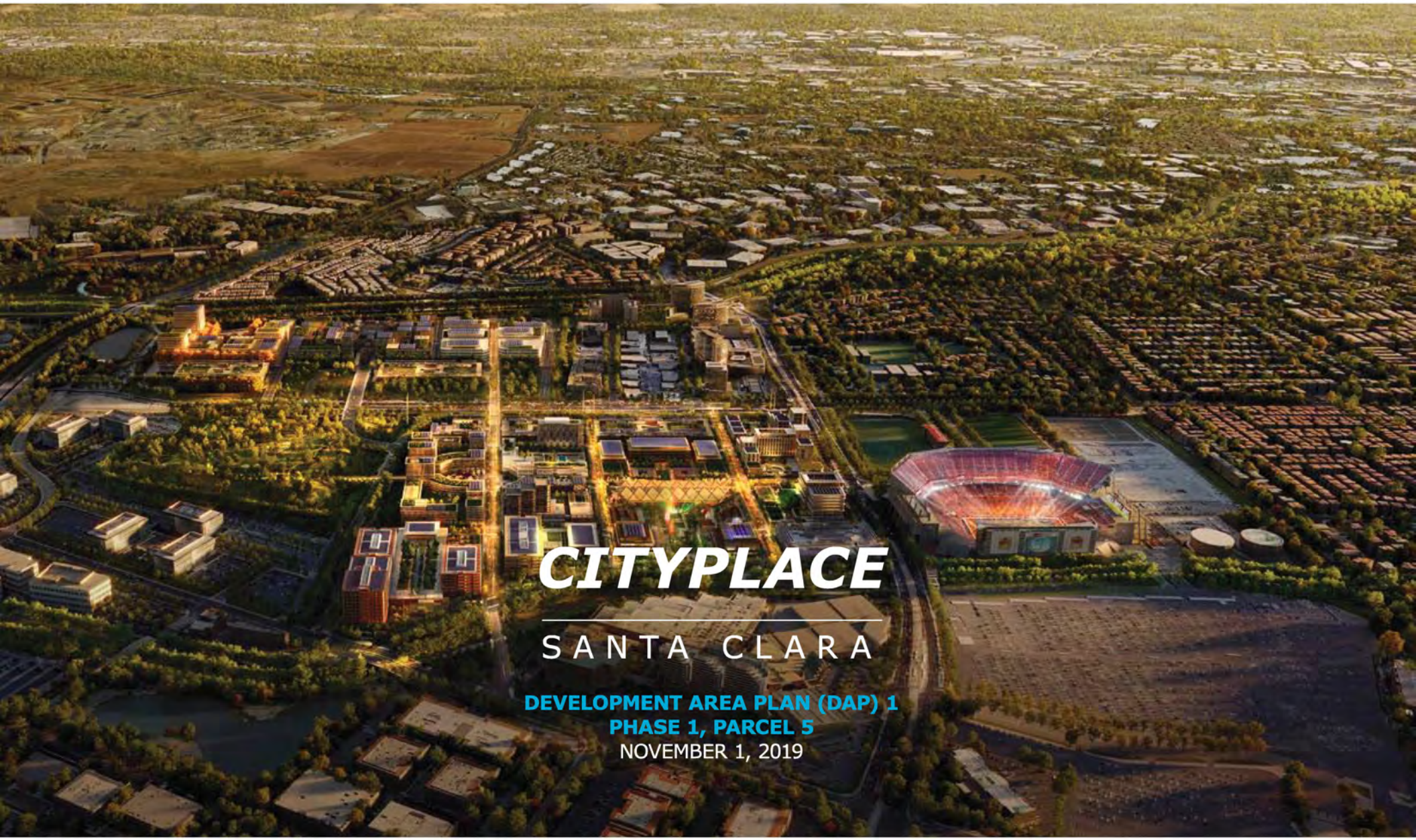
F2. The streets that travel over the below-grade Tasman Garage (such as Centennial and Avenue C between Stars and Stripes and Tasman) shall be capable of supporting multiple 100k lb. fire trucks on any area of such streets.

F3. The Fire Department connections shall be on the street front for which the building street name is assigned. The final location will be determined by the Fire Department.

STREETS

ST1. **This Condition of Approval shall replace Condition of Approval P11 from the Master Community (PD-MC) Zoning Approval (included by reference herein under City Council Resolution 16-8339)**: Prior to the issuance of a grading or building permit, the Developer shall provide the Streets Division of Public Works third-party certification that the stormwater control plan meets applicable C.3 requirements, along with an Operations and Maintenance Agreement approved by the City for post-construction maintenance of C.3 devices/measures. Each DAP phase shall meet its C.3 requirements on its own merit. If a banking system is to be created to achieve a compliance for the entire project's full implementation, the applicant shall first create area treatment surplus (credit) during the earlier DAP phase(s) to be used by subsequent project phase(s).

ST2. Prior to issuance of the first building permit, a Stormwater Management Plan shall be completed for the DAP 1 area. Developer at its cost shall relocate the existing bioretention swale along the east side of the City garage structure to a location mutually acceptable to City and Developer.



CITYPLACE

SANTA CLARA

DEVELOPMENT AREA PLAN (DAP) 1
PHASE 1, PARCEL 5
NOVEMBER 1, 2019

The following sections correspond directly with the 13 DAP submission requirements identified in Exhibit 2 to Appendix C of the MCP pages 255-258.

PREPARED FOR

RELATED COMPANIES
MASTER DEVELOPER

PREPARED BY

GENSLER
ARCHITECT OF RECORD

FOSTER + PARTNERS
MASTER COMMUNITY ARCHITECT

ARUP
TRANSPORTATION ENGINEERING

WSP
CIVIL ENGINEERING

GIBSON DUNN
LAND USE ATTORNEY

OJB LANDSCAPE ACHITECTURE
LANDSCAPE ARCHITECTURE

PREMIER PARKING
PARKING CONSULTANT

SELBERT PERKINS
SIGNAGE

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1.0 KEY PLAN

1.1 WRITTEN NARRATIVE OF COMPLIANCE WITH MCP

The following document is hereby submitted to the City of Santa Clara as the formal DAP Application and will be referred as DAP 1, Phase 1, Parcel 5 Submission to comply with the requirements of the CityPlace Santa Clara Master Community Plan (MCP) Volume 1 dated April 5, 2017.

1.1(a).i PROPOSED LAND USE PROGRAM

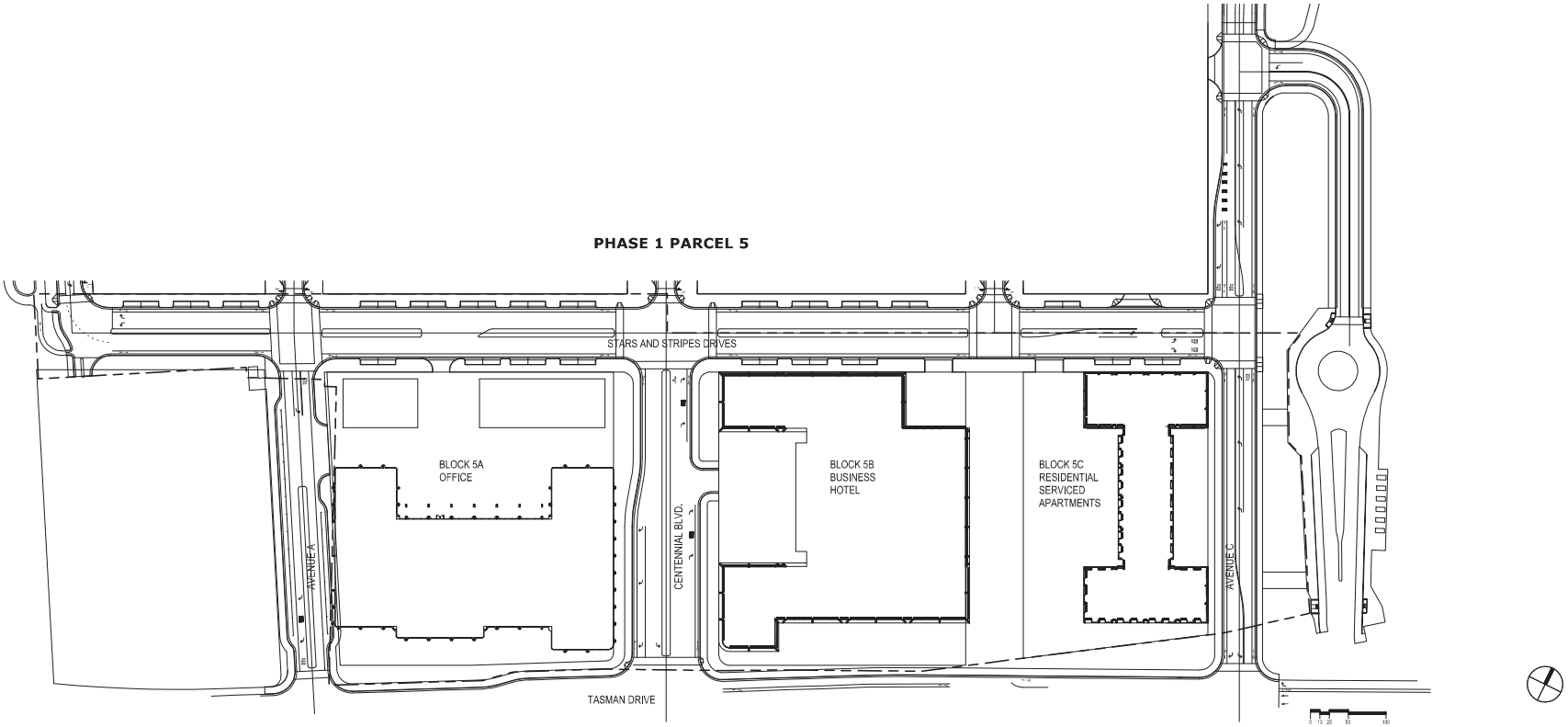
The Phase 1 site includes blocks **5A**, **5B** and **5C**, which are located facing Levi's Stadium on Tasman Drive, forming one of the primary gateways into the new development. A parking garage is located below the three blocks on Parcel 5 serving the office, hotel guests, and service apartments, including valet and visitors.

Block **5A** contains a land use program of: office, retail/food & beverage and below grade parking. The Tasman Gateway Office flanks the main entrance of the site at the junction of Tasman Drive and the west side of Centennial Boulevard. The Tasman Gateway Office provides a high quality workplace, fully connected to the amenities of the overall development.

Block **5B** contains a land use program of business hotel with retail/food & beverage and below grade parking. The hotel is one of a pair of landmark gateway buildings that define both the project and the principle entrance into the site off of Tasman Drive.

Block **5C** contains a land use program of 200 residential serviced apartments and is situated on the east side of the Tasman Gateway, marking the corner of the development. This block is in close proximity to local transport links such as the Santa Clara/Great America Train Station and the VTA Light-rail.

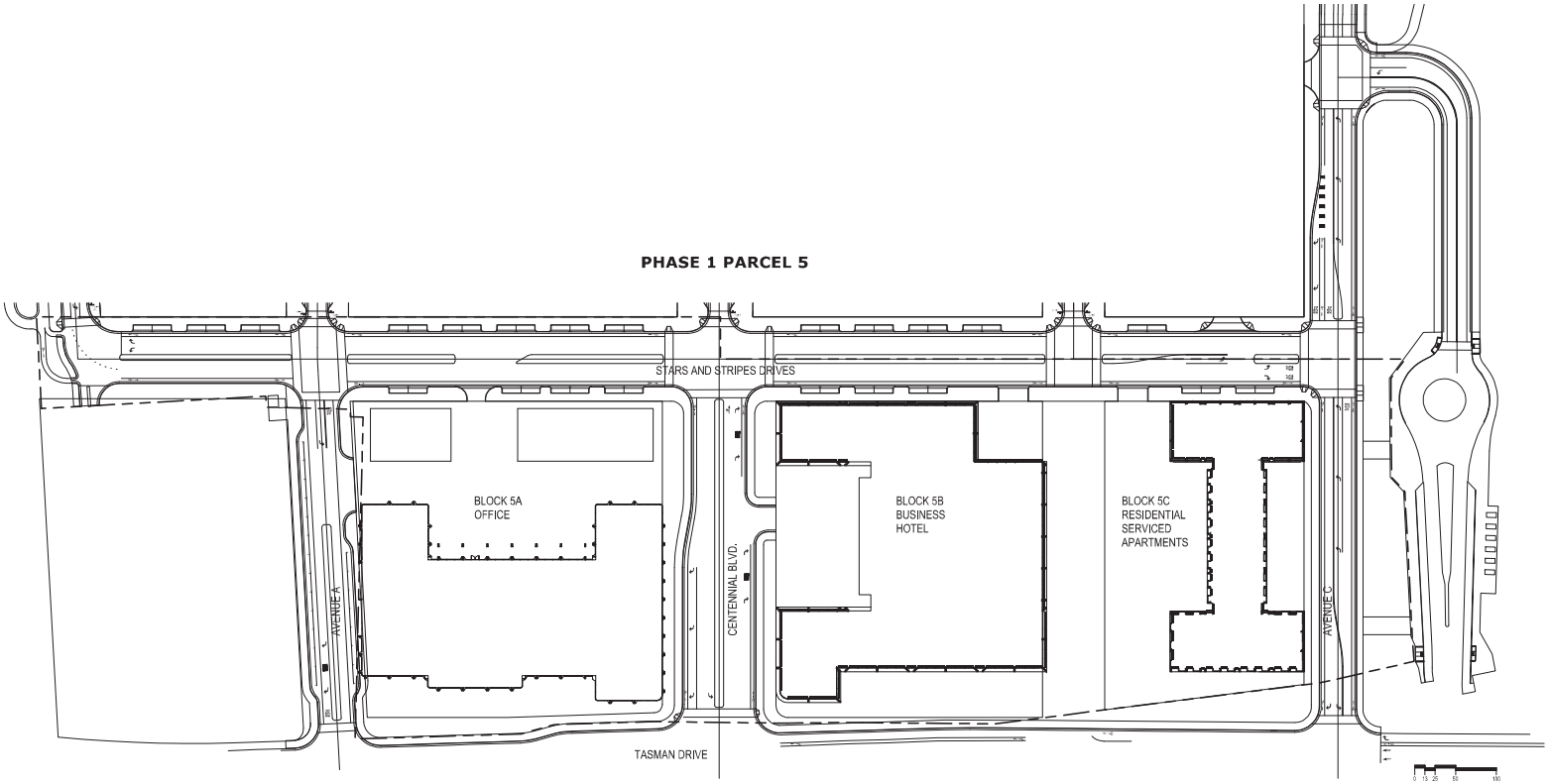
PHASE 1 PARCEL 5



1.1(a).ii SQUARE FOOTAGE OF RESIDENTIAL AND NONRESIDENTIAL AREAS

PRIMARY LAND USE	UNITS	GROSS AREA (SF)
Office	—	440,000
Retail	—	21,400
Food & Beverage	—	29,600
Hotel	480	381,000
GFA		**872,000**

PHASE 1 PARCEL 5



1.1(a).iii IDENTIFICATION OF SHARED PARKING OPPORTUNITIES

PHASE 1 - PARKING SUPPLY ANALYSIS

For the Phase 1 building development, Related is committed to supplying a minimum of 1,918 structured parking spaces that will be located below the street level in Blocks **5A, 5B, and 5C.**

The parking supplied for the Office land use will offer up to 75% of its spaces to be available as shared parking during evening and weekends, serving both future Phase 2 retail/entertainment demand and NFL gameday supply (to be reserved for this specific use) per SF 49er's agreement.

Table 1 below details the parking requirement per the MCP and an additional calculation for a requested parking reduction based on current market demand conditions for Hotel and Residential parking that justifies a reduced parking supply.

1.1(a).ii CALCULATION OF PARKING SPACES BY USE PER MCP

TABLE 1

PHASE 1 PARKING REQUIREMENTS (PER MCP)			
LAND USE	SIZE	PARKING RATIO	PARKING DEMAND
Office	440,000 SF	3.0 / 1,000 SF	1,320
Retail	21,400 SF	4.5 / 1,000 SF	96
Food & Beverage	29,600 SF	1.5 / 1,000 SF	44
Hotel	480 KEYS	1 / KEY	480
Residential Serviced Apt.	200 APTS	1.5 / UNIT	300
TOTAL			2,241

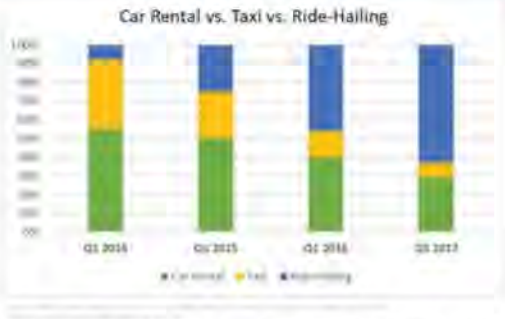
PHASE 1 PARKING SUPPLY (PROPOSED)			
LAND USE	AREA/UNITS	PARKING REQUIREMENTS	SPACES REQUIRED
Office	440,000 SF	3/1,000 SF	1,320
Retail	21,400 SF	3.0/1,000 SF	64
F&B	29,600 SF	3.0/1,000 SF	89
Hotel	480-Keys	0.5/key	240
Residential Serviced Apt.	200-Units	1.0/Unit	200
TOTAL			1,913
REDUCTION			15%

The proposed parking supply (1,913 parking spaces) is 340 spaces less than the 2,241 cars that are required by the parking ratios in the MCP. The parking supply table above illustrates that the Office, Retail and F&B totals are unchanged, with reductions seen in hotel and residential supply only. These reductions are justifiable as the residential use is actually serviced apartments connected to the hotel which require less parking than traditional retail apartments (1.5/unit reduced to 1.0/unit), and the hotel reduction is consistent with recent trends of hotel guests choosing ride share services for their mobility option instead of car rental (1.0 down to 0.5/key).

Ride-share applications are having impacts to the methods people choose for transportation to their destinations in a substantial way, thus reducing the need for parking or storage of a personal vehicle. Since companies like Uber and Lyft have arrived, consumers have altered their choices for mobility and are opting for ride-share services to avoid the aggravation of driving, the cost and availability of parking, and often the hassles associated with renting a car. In fact, a recent Gallup poll has shown that 30% of all Americans use ride share with that percentage going up to 45% for those 18 to 29. Use also increases for those in the city (vs suburb) and people with higher income (at 41%).

Although ride share companies will not share their specific data, we see that these services are used everywhere providing mobility services, with most notable impacts to parking demand occurring at hotels, restaurants, event centers and airports.

The impact to parking demand at hotels has largely been attributed to the ride-share services providing more convenience and, in many cases, less cost versus acquiring a rental car. It is very common for the hotel guest that their trip originates at the airport (for their arrival city) where ride-share has been easily accommodated very near the airport arrival area. Directional signs and information shown on the app on their phone direct users to the area where only a few short minutes later their driver is waiting.



In fact, travel expense management systems providers have found that business travelers reporting their expenses have directly shown that this change in transportation habit is increasing year over year. From 2014 the use has increased from 9% to 59% in 2017 according to their data. Hoteliers have seen this paradigm shift in travel and many have created ride-share designated pick-up zones to accommodate these users.

Further evidence to this change in travel patterns, several hotels were surveyed to the size of their hotel, e.g., number of rooms and the vehicles parked in their garage. Those results are:

TABLE 2

HOTEL	ROOMS	AVERAGE HOTEL OCCUPANCY	AVERAGE PEAK CARS BY DAY	PARKING DEMAND BY ROOM
Doubletree San Jose	505	82%	125	0.25
Nia Hotel Menlo Park	250	77%	33	0.13
Westin SFO	420	85%	99	0.24
Aloft SFO	298	95%	72	0.24
BRIX North Hotel Residence Inn + Springhill Suites	400	87%	171	0.43

The results of this analysis of mobility habits of hotel guests have shown that the actual parking demand for hotel use has been reduced in parallel to the increased use of ride-share.

With the pattern of vehicle use for service (extended stay) apartments different than traditional apartments, the changing habit of hotel guests for ride-share, the close proximity of light rail/bus, bicycle resources, and shared car services the 15% parking reductions are justified.

1.1.(b) INFRASTRUCTURE DESCRIPTION

PLANNED DEVELOPMENT

Parcel 5 also referred to as the Tasman Block has an estimated development of approximately 14-acres. The development includes offices, a hotel, serviced apartments, mixed-used retail, food courts and an underground parking structure.

The Parcel 5 site boundaries are delineated as follows:

- Tasman Drive to the South
- Relocated Stars and Stripes Drive to the North
- The existing Santa Clara City Garage to the West
- Avenue C (West of Lafayette Street) to the East

PLANNED INFRASTRUCTURE

Site Access and Roadways

Access point to Parcel 5 will be via Tasman Drive and Avenue A, Centennial Blvd. and Avenue C.

All new roadways will include sidewalks, cross walks, bike lanes and street parking where possible. Drop off zones for Uber/Lyft type services will be provided at strategic locations.

Traffic lights will be installed at intersections as determined by the traffic study.

Storm Drainage

The storm drainage system for the site will be an underground gravity network of pipes, catch basin, manholes, water quality treatment measures and other appurtenances. The storm drainage will connect to the existing pump station located by the existing tennis courts just north of the existing garage. The building drainage will be via internal systems piped directly to the storm drains. Public streets will be designed such that the 100-year event flow remains within the roadway limits and not extend into private property.

Potable Water

Parcel 5 will be served by the water mains located in the relocated Stars and Stripes Drive with a minimum of two connection points to the existing watermains south of Stars and Stripes Drive. Connections points will be along Avenue C between Stars and Stripes Drive and Tasman Drive and Centennial. The site will include a combined domestic and fire water system "looped" network, which will tie into the future Parcel 4 network.

Recycled Water

The recycled water system for Parcel 5 will be in the relocated Stars and Stripes Drive and connect to the new infrastructure located in Parcel 4. For Parcel 4, the recycled water distribution will include two points of connection to the existing recycled water mains. More specifically connection points will be at Great American Parkway/City Place Parkway and Avenue B/City Place Parkway. Parcel 5 recycled water distribution will be activated at the same time Parcel 4 recycled water distribution is activated.

Wastewater

The sanitary sewer system for Parcel 5 will be in the relocated Stars and Stripes Drive with lateral connections to the buildings. Parcel 4 sanitary sewer flows will be combined with the Parcel 5 flows in the Stars and Stripe sanitary sewer system.

Street Lighting

Street lights will be installed throughout Parcel 5 on all new streets in compliance with the MCP.

ELECTRIC, GAS AND TELECOMMUNICATIONS

Electric

The current design for Parcel 5 indicates that a new underground vault just east of Centennial along the north side of Tasman Drive could be utilized for new connection to SVP feeder circuits.

SVP has confirmed that to provide electrical service to the new development, new circuits would need to be installed and extended from the existing "Northern Receiving Substation" located south of Levi's stadium. Specifically, it is expected that four new 600A, 12kV feeder lines would be needed to serve Parcel 4 and Parcel 5.

Gas Main

PG&E service could be extended from Lafayette Street to service parcel 5. Gas mains would typically be extended in a joint trench with SVP electric facilities. Trenches are estimated to be 36" to 48" wide to accommodate 12" separation requirements. Further coordination with PG&E for final design plans will be required.

Telecommunication

AT&T will provide service to one Main Point of Entry (MPOE) for up to one building on each non-contiguous property. AT&T will serve multiple buildings on one property, but the applicant will be billed for the estimated cost of the additional AT&T services. The applicant is responsible for trenching and installation of AT&T conduits.

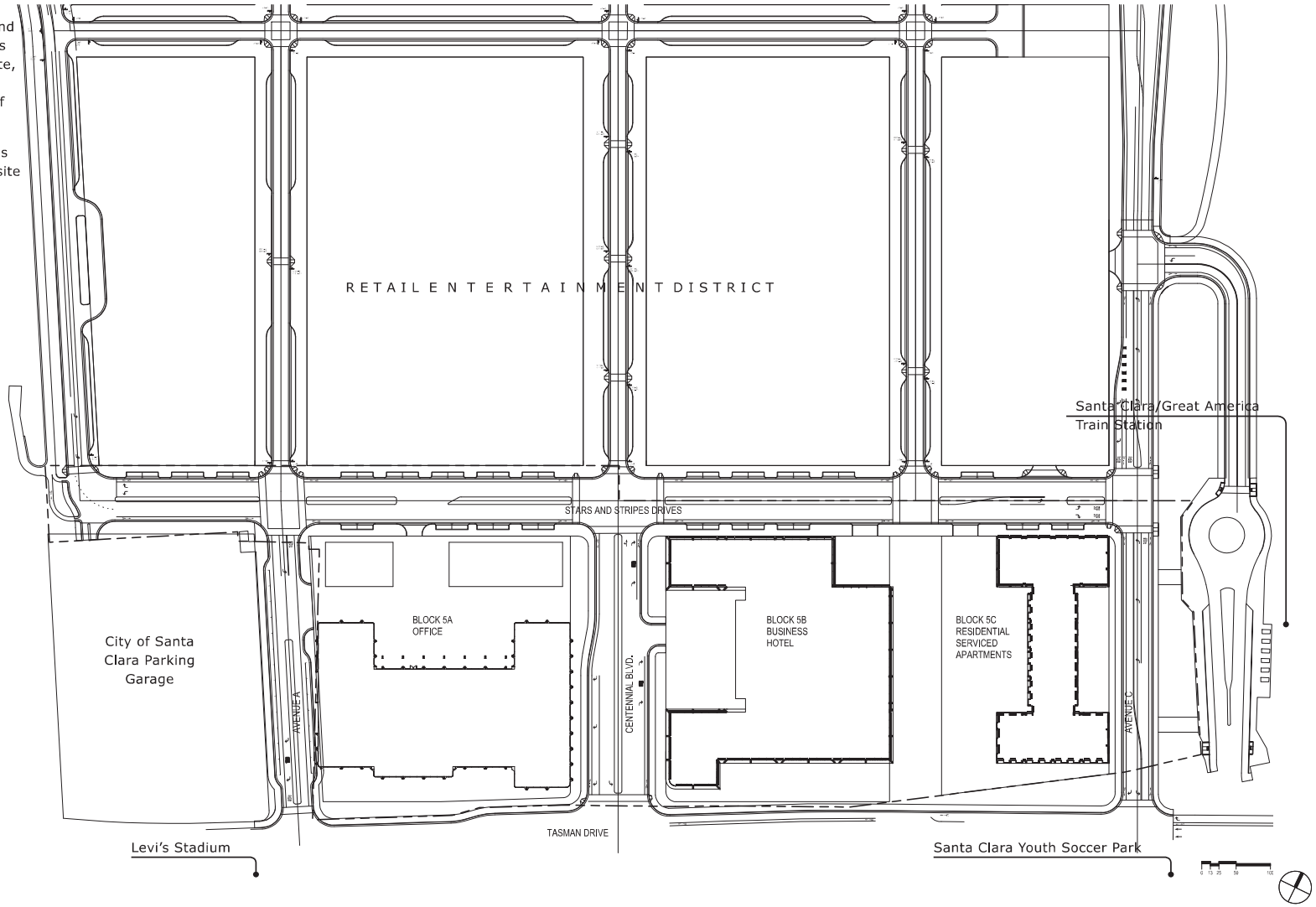
Conduits for new Comcast service would typically be installed by Comcast contractors in an "open trench" provided by the developer. Number and sizes of conduits would be based on the types of services desired for the development program.

1.1.(c) CONTEXTUAL INFORMATION ABOUT THE AREA SURROUNDING THE SITE

Phase 1 Parcel 5, is located facing the Levi's Stadium and the Santa Clara Youth Soccer Park. Tasman Drive serves as a primary vehicular route that runs parallel to the site, while the Santa Clara Train/Great America Station and multiple bus stops serve the public transport network of the site.

To the West of Parcel 5 is an existing building that forms the City of Clara Parking Garage, and further west the site is met by the San Tomas Aquino Creek.

Phase 1 Parcel 5 marks the primary gateway into the site with via Centennial Blvd. This, in turn, intersects with Stars and Stripes Drive, which runs parallel to the southern portion of Phase 2.



1.2.1 PROGRAM OF USE AND APPROXIMATE AGGREGATE SQUARE FOOTAGE OF USE INCLUDING OPEN SPACE

PROGRAM	MCP Table 3-2, pg. 41	PROPOSED	DIFFERENCE	PERMISSABLE OR CONDITIONAL SEE MCP V1,3.2, pg 37
Office	306,000 SF	440,000 SF	134,000 SF	Permissible
Retail	62,000 SF	21,400 SF	(40,600 SF)	Permissible
Food & Beverage	25,000 SF	29,600 SF	4,600 SF	Permissible
Hotel	280,000 SF	381,000 SF	101,000 SF	Permissible
Residential Serviced Apt.	200,000 SF	175,000 SF	(25,000 SF)	Permissible
TOTALS	837,000 SF	1,047,000 SF	174,000	Permissible under Development Transfer Section 3.2, pg. 36

UNIT	MCP	PROPOSED	DIFFERENCE	COMMENT
Area	8 ACRES	14.3 ACRES	6.3 ACRES	COMPLIES
FAR	2.52	1.68	0.84	COMPLIES
OPEN SPACE	1.21 ACRES	0 ACRES	(1.21 ACRES)	DEFERRED TO PHASE 2 PER DEVELOPMENT AGREEMENT. REFER TO 4.3.5

1.2.2 ESTIMATED PHASE OF AGGREGATED DEVELOPMENT VS. TOTAL ALLOWABLE DEVELOPMENT PROGRAM

PROGRAM	MCP	PROPOSED	DIFFERENCE	COMMENTS
Office	306,000 SF	440,000 SF	134,000 SF	
Retail	62,000 SF	21,400 SF	(40,600) SF	
Food & Beverage	25,000 SF	29,600 SF	4,600 SF	
Hotel	280,000 SF	381,000 SF	101,000 SF	
Residential Serviced Apt.	200,000 SF	175,000 SF	-	
TOTAL	873,000	1,047,000	199,000	PERMISSIBLE UNDER DEVELOPMENT TRANSFER 3.2, PG. 36

1.2.3.ANTICIPATED BUILDING HEIGHTS

LOCATION	NO. FLOORS	MCP (MSL)	ANTICIPATED HEIGHT (FT) & 1ST FL. DATUM	DIFFERENCE (FT)	COMMENT
BLOCK 5A	9	219	198 @ +37.0-FT	21	COMPLIES
BLOCK 5B	12	219	218 @ +37.0-FT	1	COMPLIES
BLOCK 5C	7	219	135 @ +37.0-FT	84	COMPLIES

1.2.4.PARKING DATA TABLE

LAND USE	SIZE (SF)	MCP PARKING RATIO	PARKING DEMAND	SHARED PARKING RATIO	PARKING DEMAND	PROVIDED
OFFICE	440,000	3.0 / 1,000 SF	1,320	3.0 / 1,000 SF	1,320	1913
RETAIL	21,400	4.5 / 1,000 SF	96	3.0 / 1,000 SF	64	
FOOD & BEVERAGE	29,600	1.5 / 1,000 SF	44	3.0 / 1,000 SF	89	
HOTEL	480-KEYS	1 / KEY	480	0.5 / KEY	240	
RESIDENTIAL SERVICED APARTMENTS	200-UNITS	1.5 / UNIT	300	1.0 / KEY	200	
TOTAL			2,241		1,913	1,913 COMPLIES

1.2.5 OVERALL DEVELOPMENT BUILDOUT

PROGRAM	PREVIOUS DAPs	CURRENT DAP	TOTAL
OFFICE	-	440,000 SF	440,000
RETAIL	-	21,400 SF	51,000
FOOD & BEVERAGE		29,600 SF	
HOTEL	-	381,000 SF	480 KEYS
RESIDENTIAL SERVICED APARTMENTS	-	175,000 SF	200 UNITS

1.3 SITE PLAN

EXHIBIT 1.3

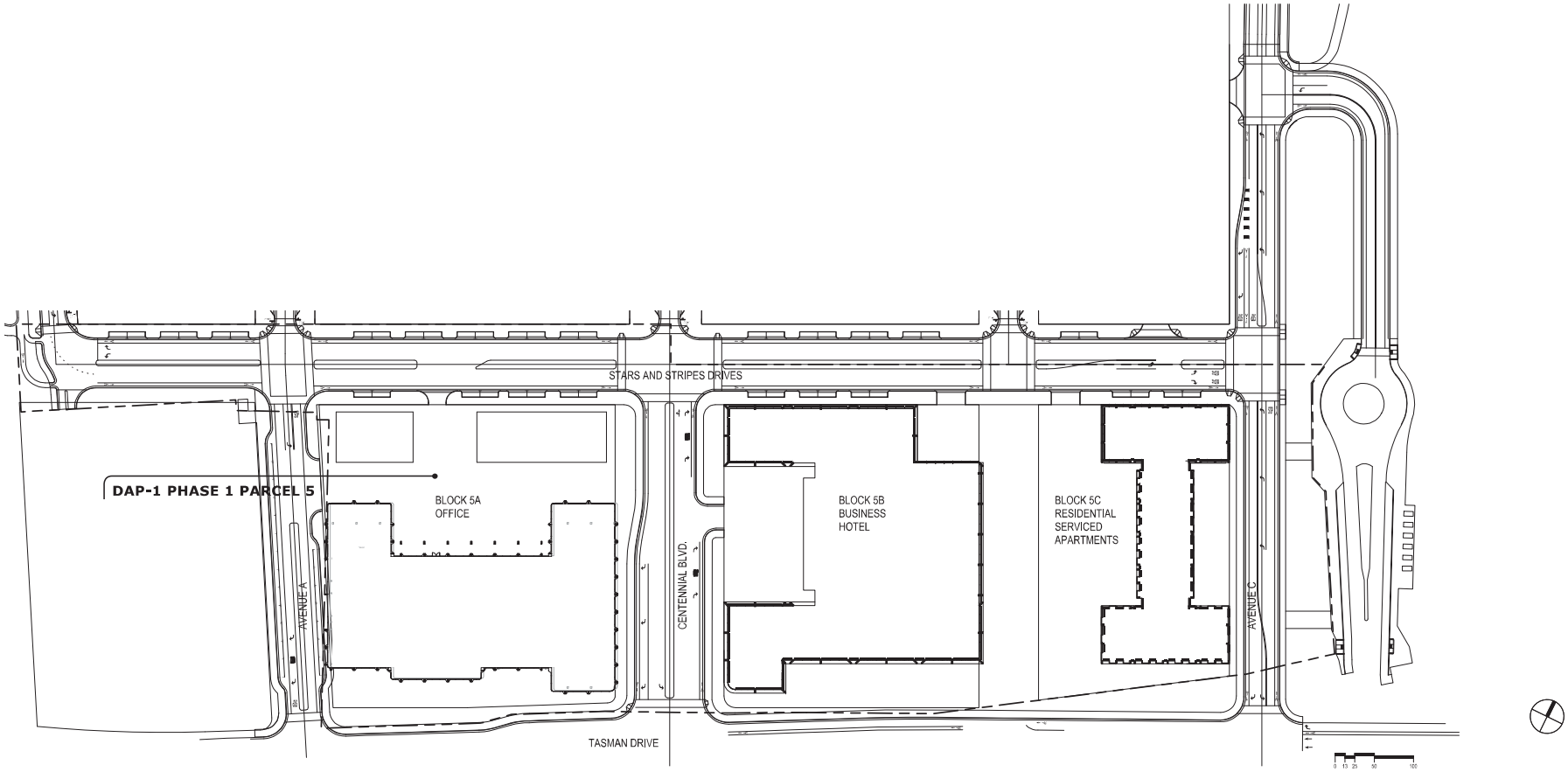


EXHIBIT 1.3.1.: SITE PLAN. LOCATION OF POTENTIAL USES

LEGEND

Land Uses

- Residential
- Office
- Hotel
- Retail Food & Beverage
- PARKING

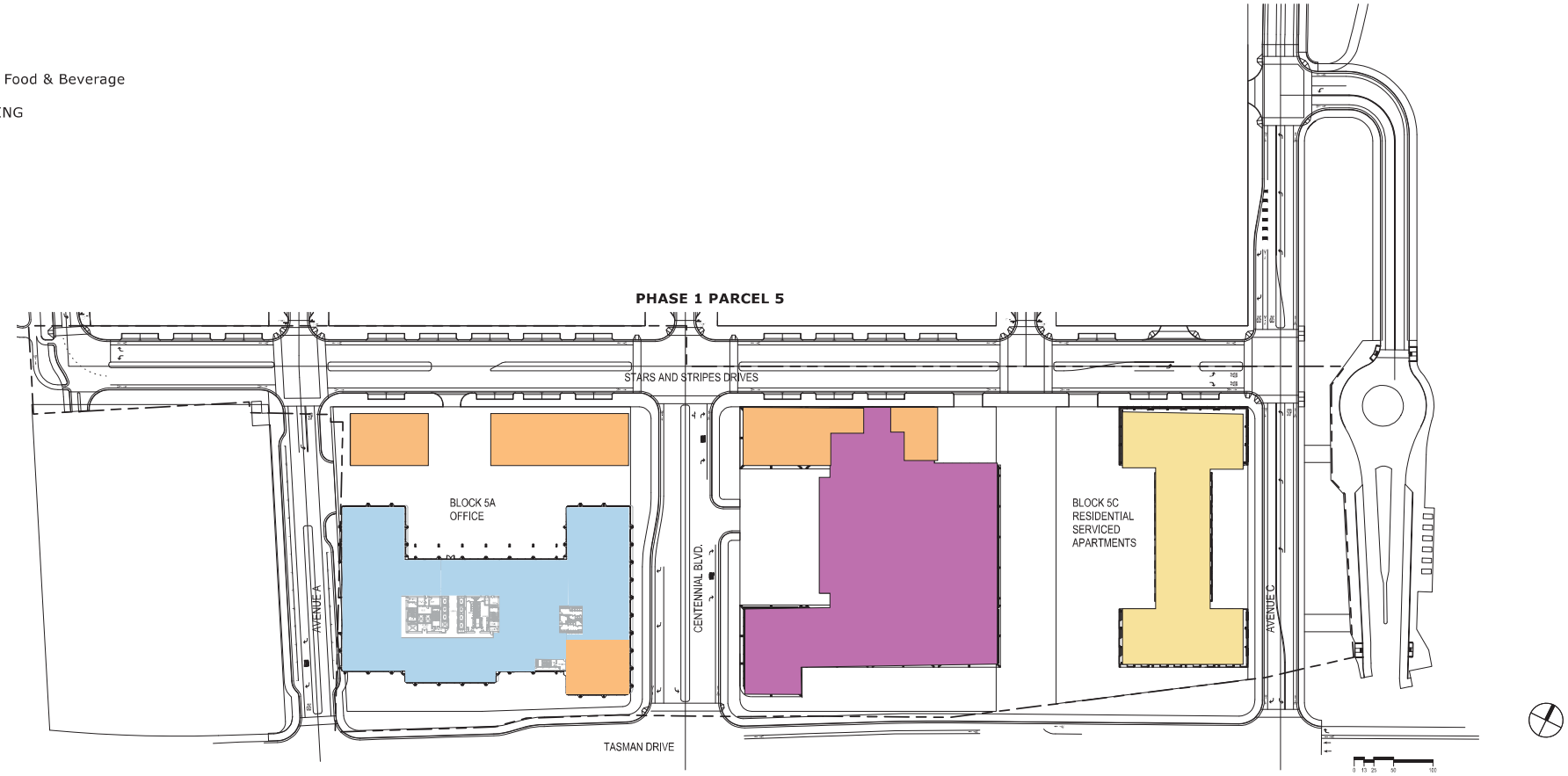


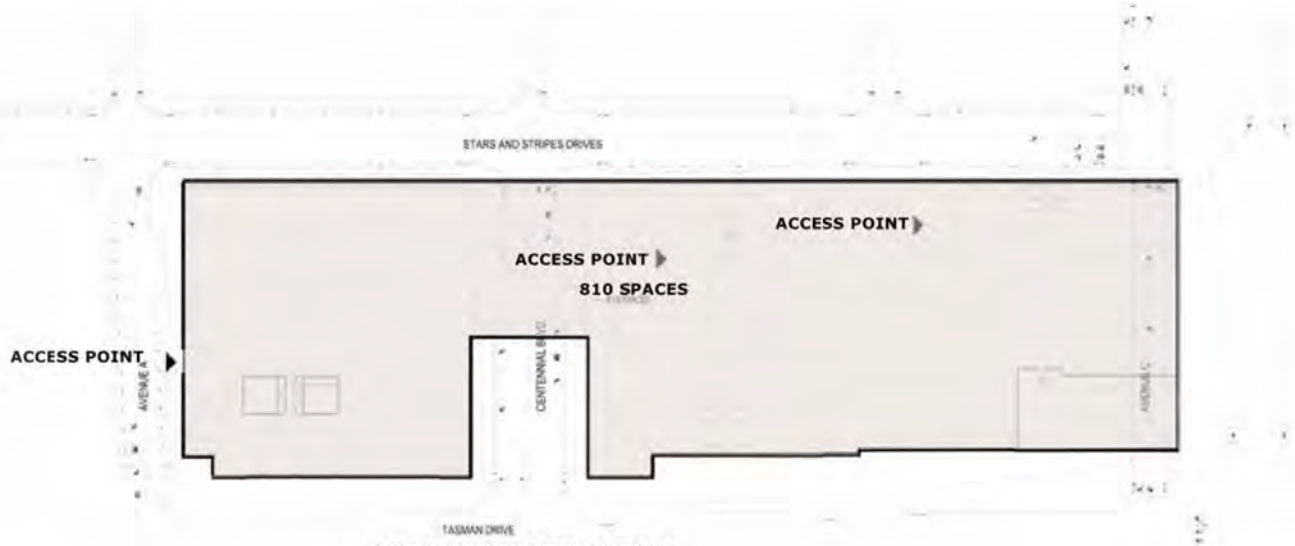
EXHIBIT 1.3.1.: SITE PLAN. LOCATION OF POTENTIAL USES

LEGEND

Land Uses

- Residential
- Office
- Hotel
- Retail Food & Beverage
- PARKING

PHASE 1 PARCEL 5



BELOW GRADE PARKING LEVEL 1

EXHIBIT 1.3.1.: SITE PLAN. LOCATION OF POTENTIAL USES

LEGEND

Land Uses

- Residential
- Office
- Hotel
- Retail Food & Beverage
- PARKING

PHASE 1 PARCEL 5

BELOW GRADE PARKING LEVEL 2

EXHIBIT 1.3.2: PHASE BLOCKS, PARCEL BOUNDRIES & DIMENSIONS

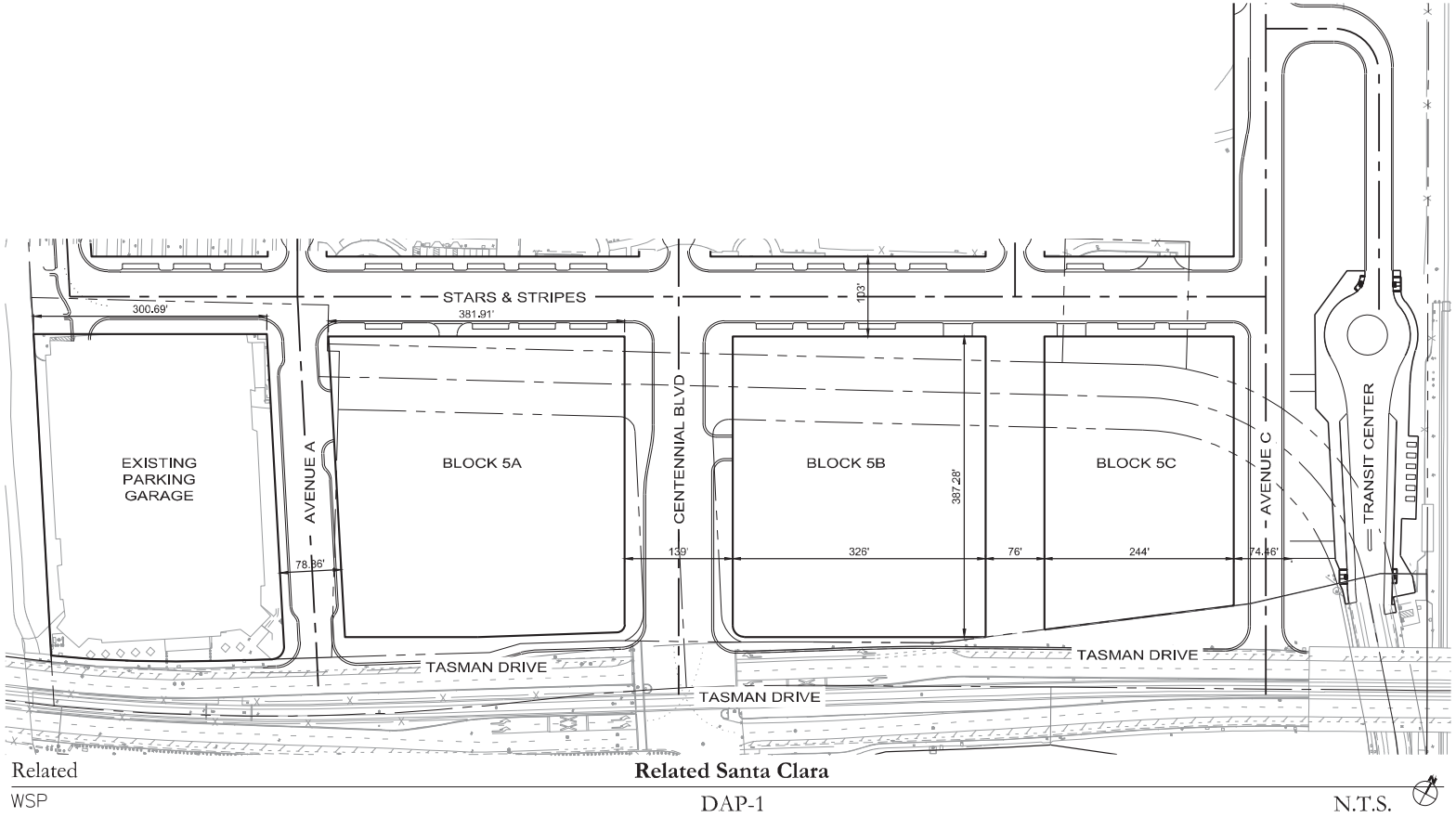


EXHIBIT 1.3.3: LOCATION OF PUBLIC PROPERTY

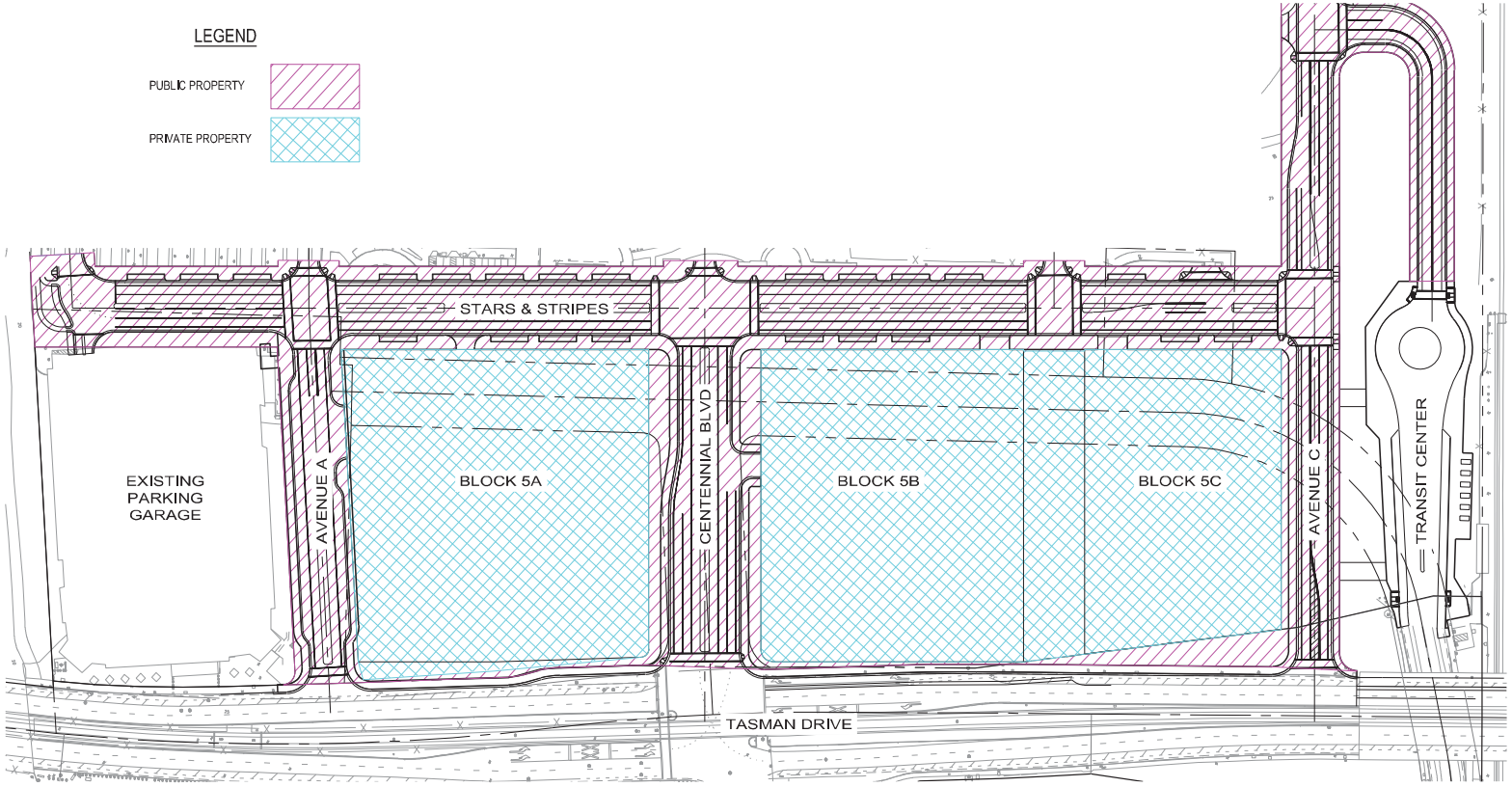


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EXHIBIT 1.3.4(a).: PARCEL 5

LAND USE	UNITS	GROSS AREA (SF)
Office	0	440,000
Retail/Food & Beverage	—	51,000
Hotel	480	381,000
Residential Serviced Apt.	200	175,000
GFA		1,047,000
Parking (Below-Grade)		865,000

LEGEND

Land Uses

- Residential
- Office
- Hotel
- Retail Food & Beverage

EXHIBIT 1.3.4.A: FLOOR AREA

Lot Area	Total GFA	Floor Area Ratio
14.3ACRES	**1,047,000 sf**	**1.68**

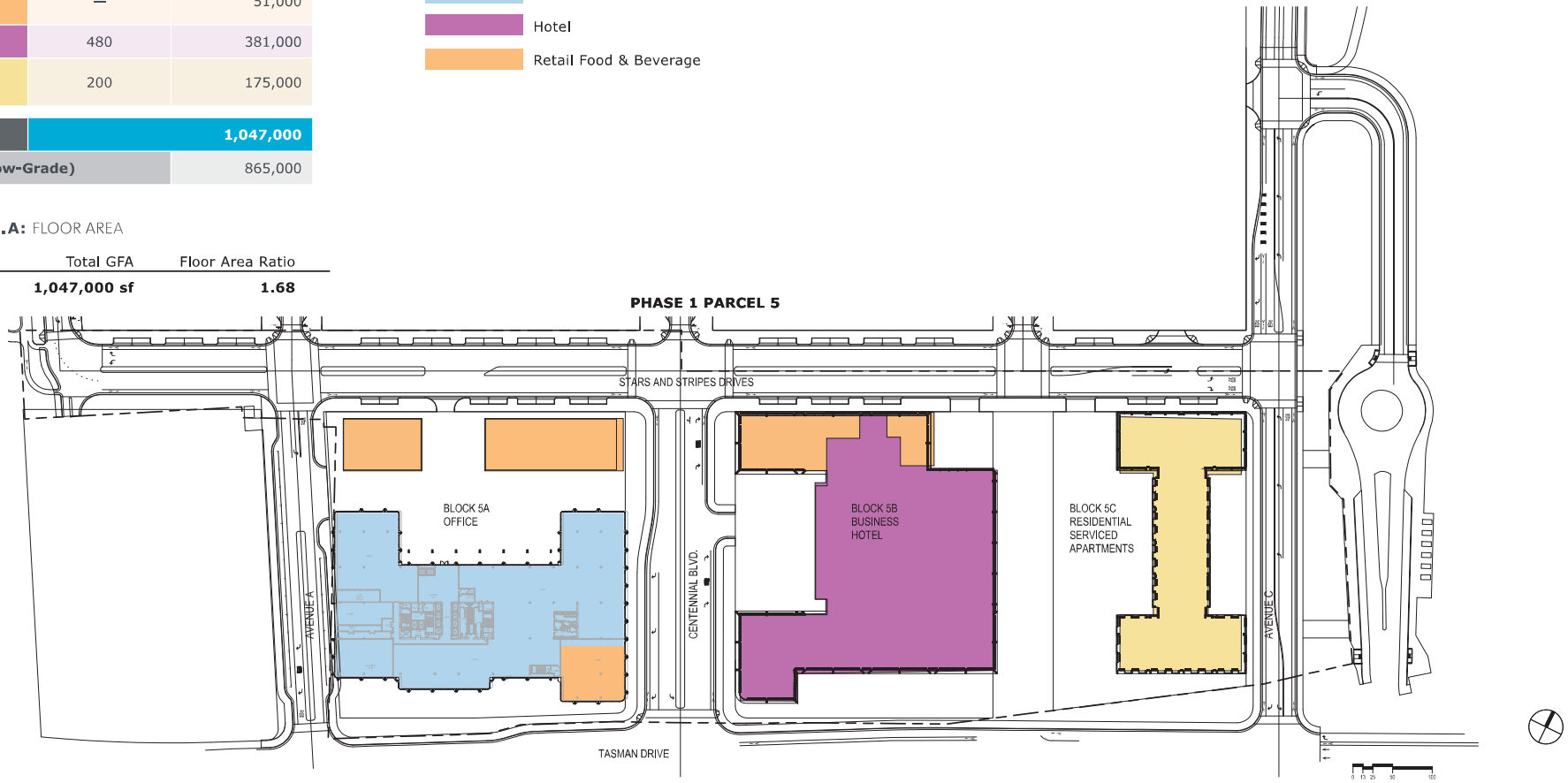


EXHIBIT 1.3.4(b) CONCEPTUAL MASSING HEIGHT & BULK

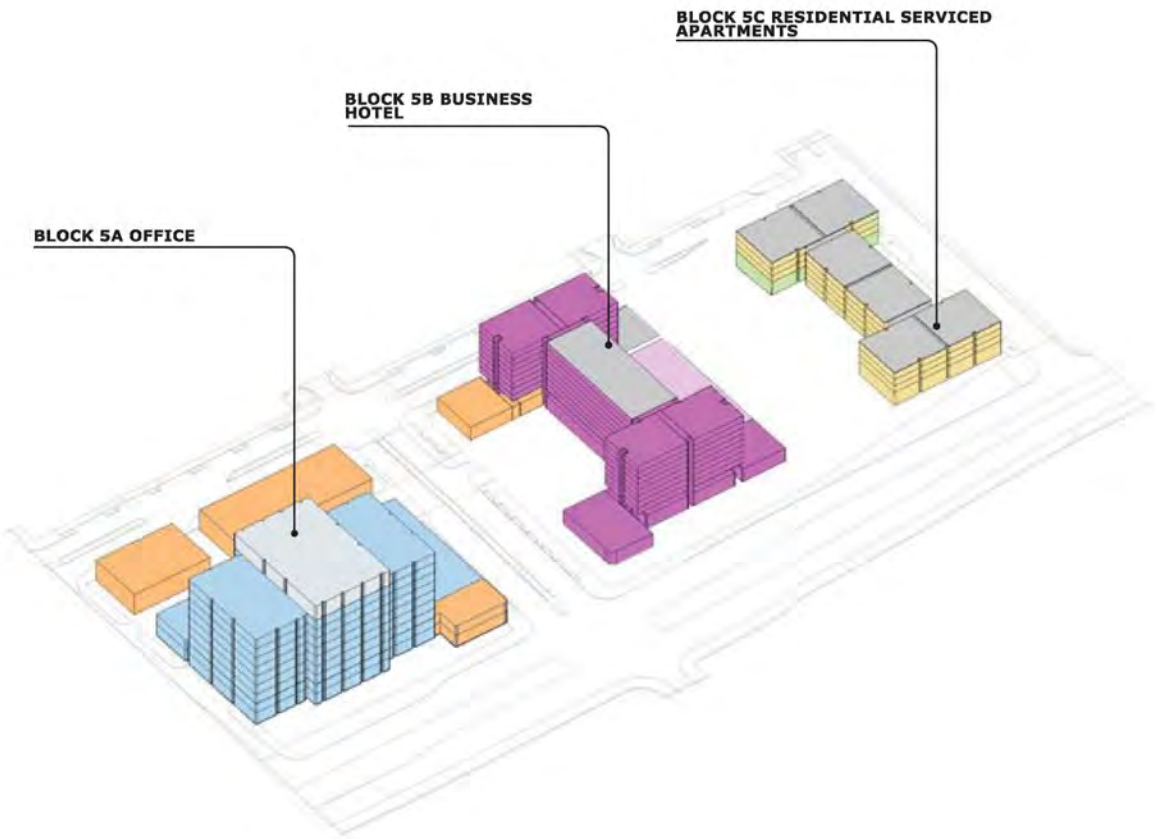
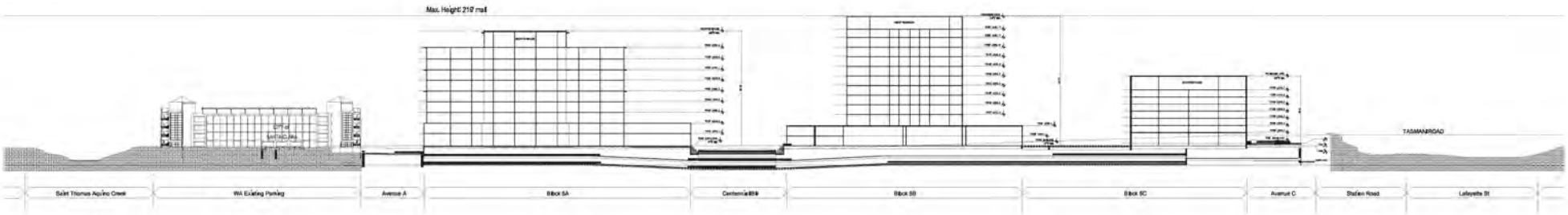
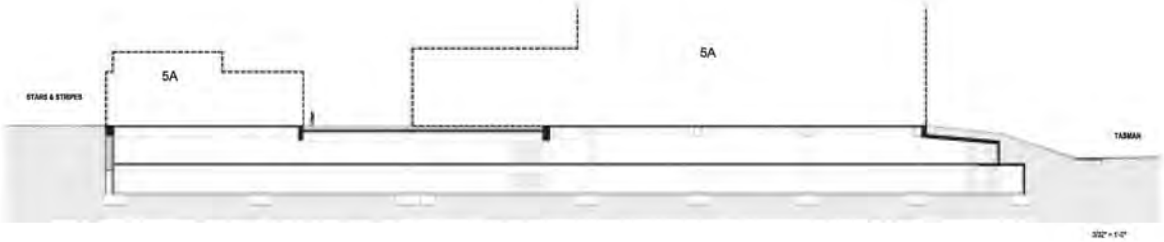


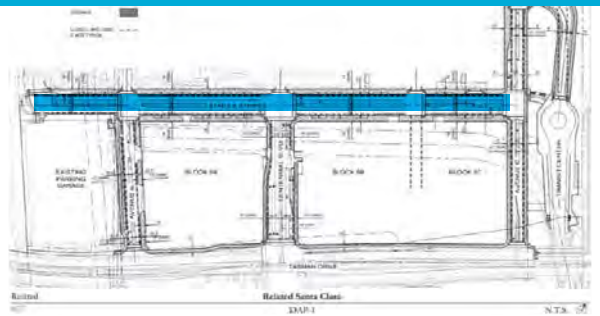
EXHIBIT 1.3.4(C) SITE SECTION & GARAGE CROSS-SECTION

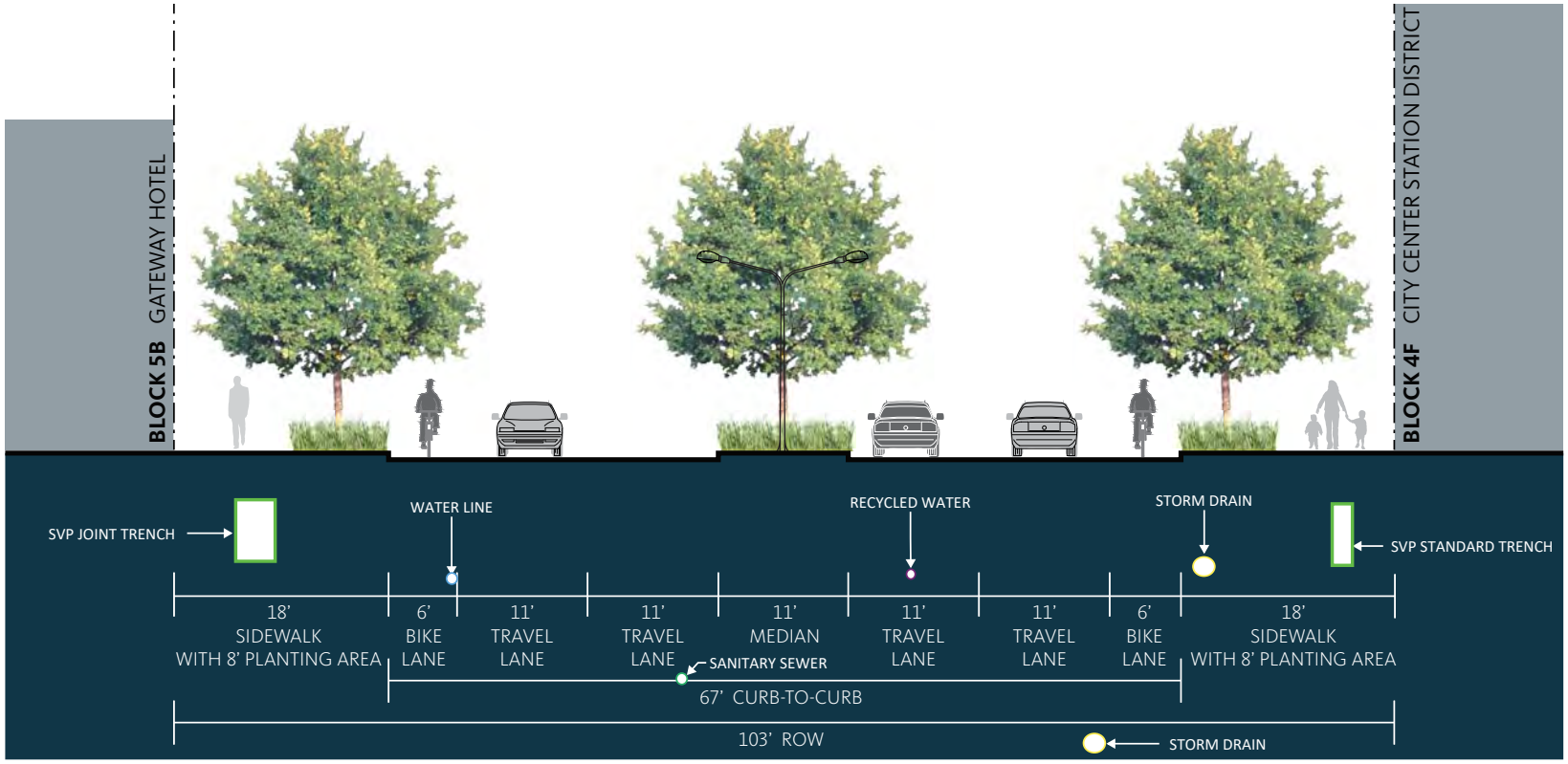




1.3.4(d) STREET SECTIONS - STARS & STRIPES

NOTE: PRELIMINARY UTILITY LAYOUT.
UTILITY CLEARANCES WILL CONFORM TO CITY OF SANTA CLARA STANDARDS.

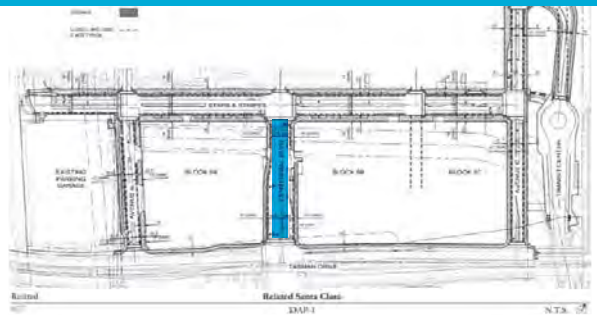


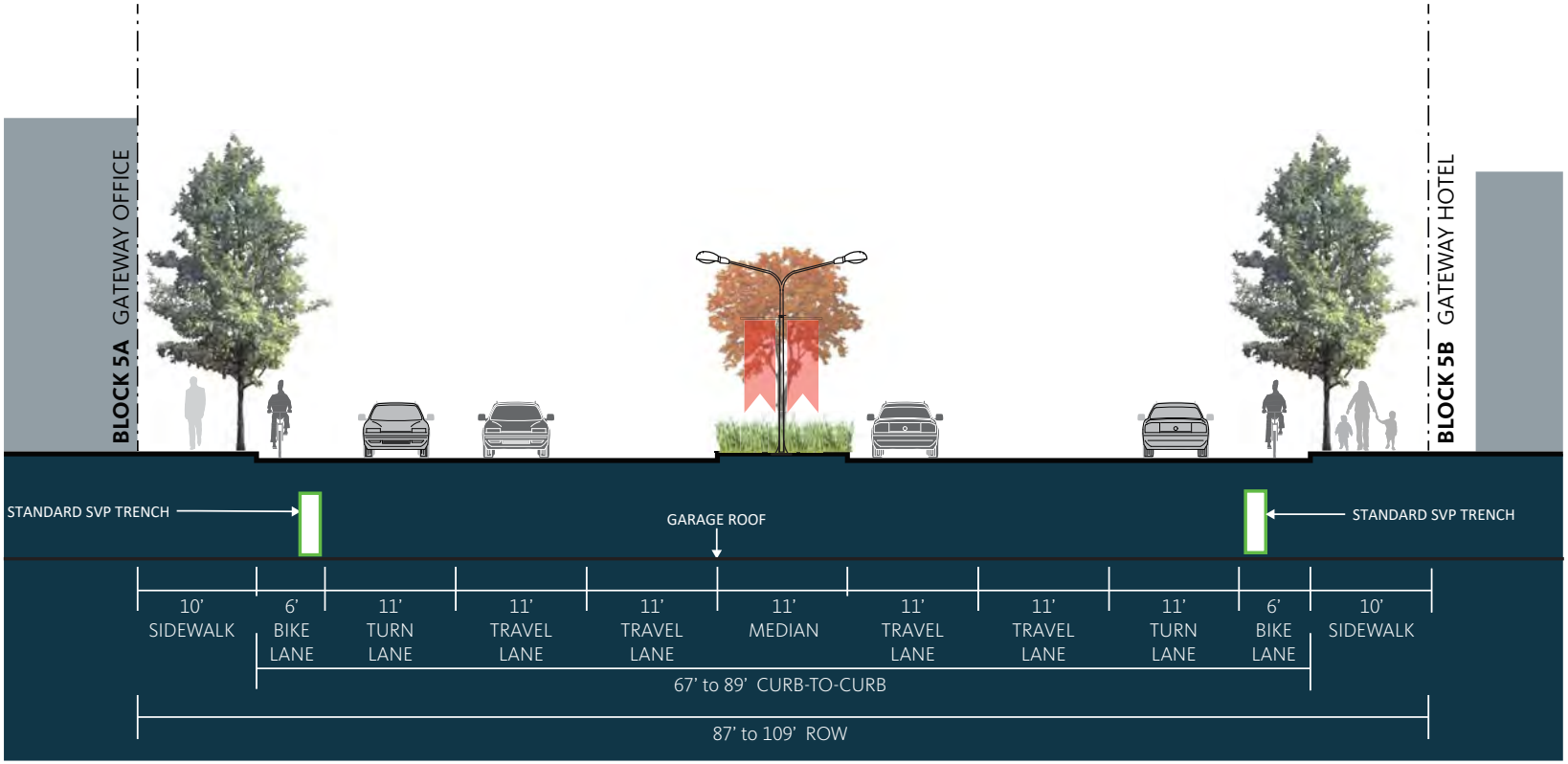


STARS & STRIPES

1.3.4(d) STREET SECTIONS - CENTENNIAL BLVD.

NOTE: PRELIMINARY UTILITY LAYOUT.
UTILITY CLEARANCES WILL CONFORM TO CITY
OF SANTA CLARA STANDARDS.

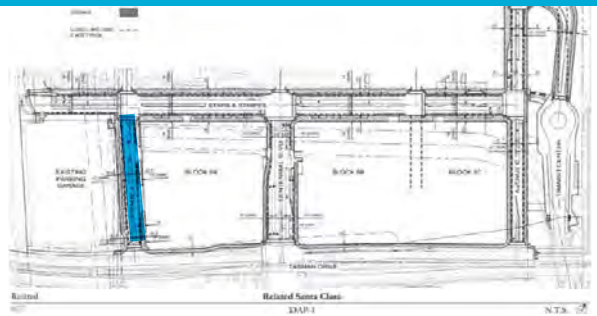


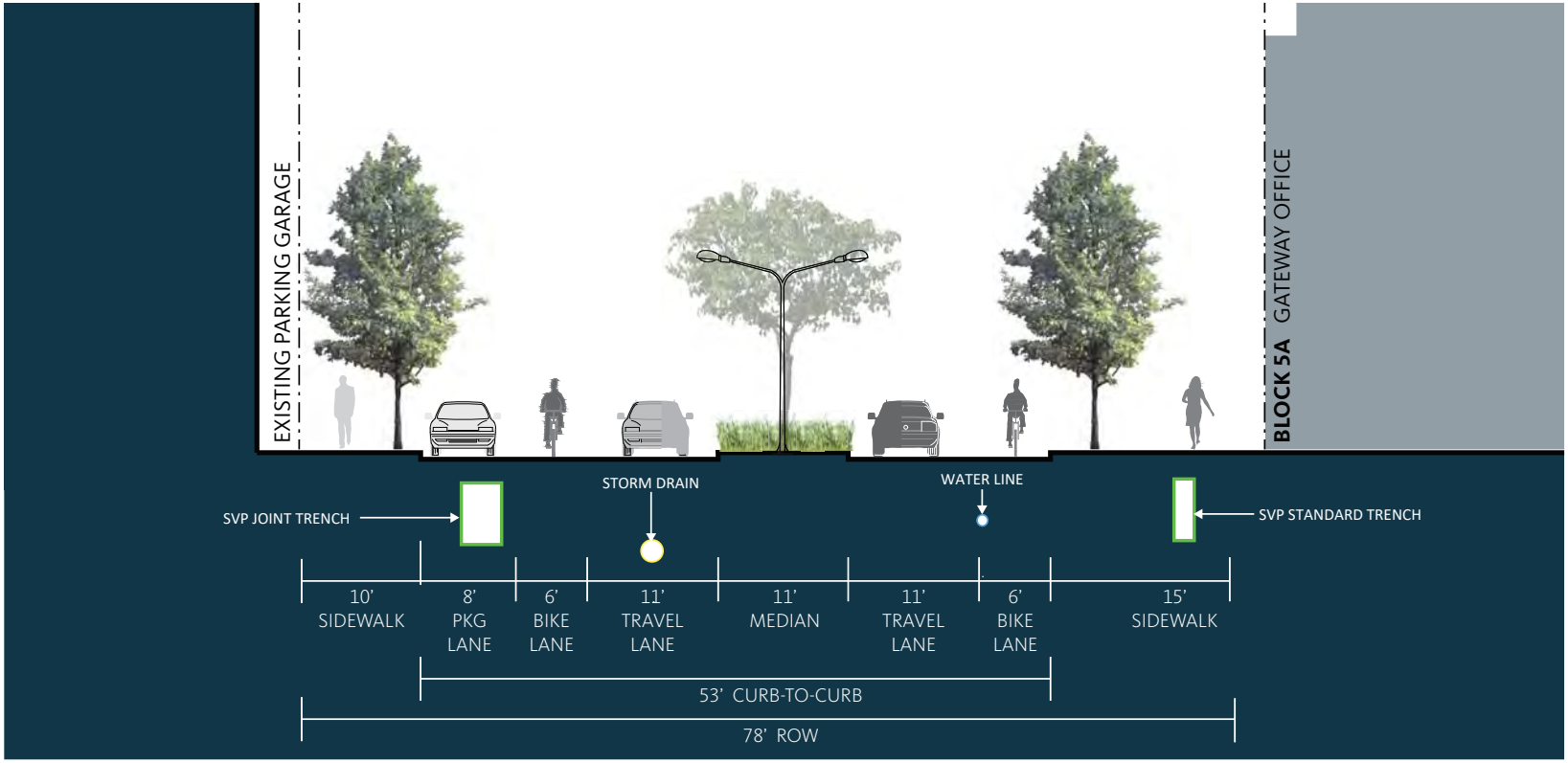


CENTENNIAL BLVD

1.3.4(d) STREET SECTIONS - AVENUE A

NOTE: PRELIMINARY UTILITY LAYOUT.
UTILITY CLEARANCES WILL CONFORM TO CITY OF SANTA CLARA STANDARDS.

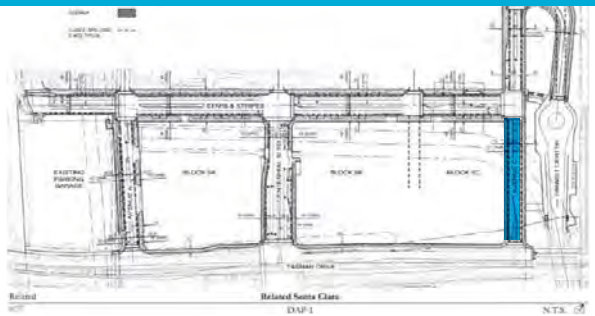


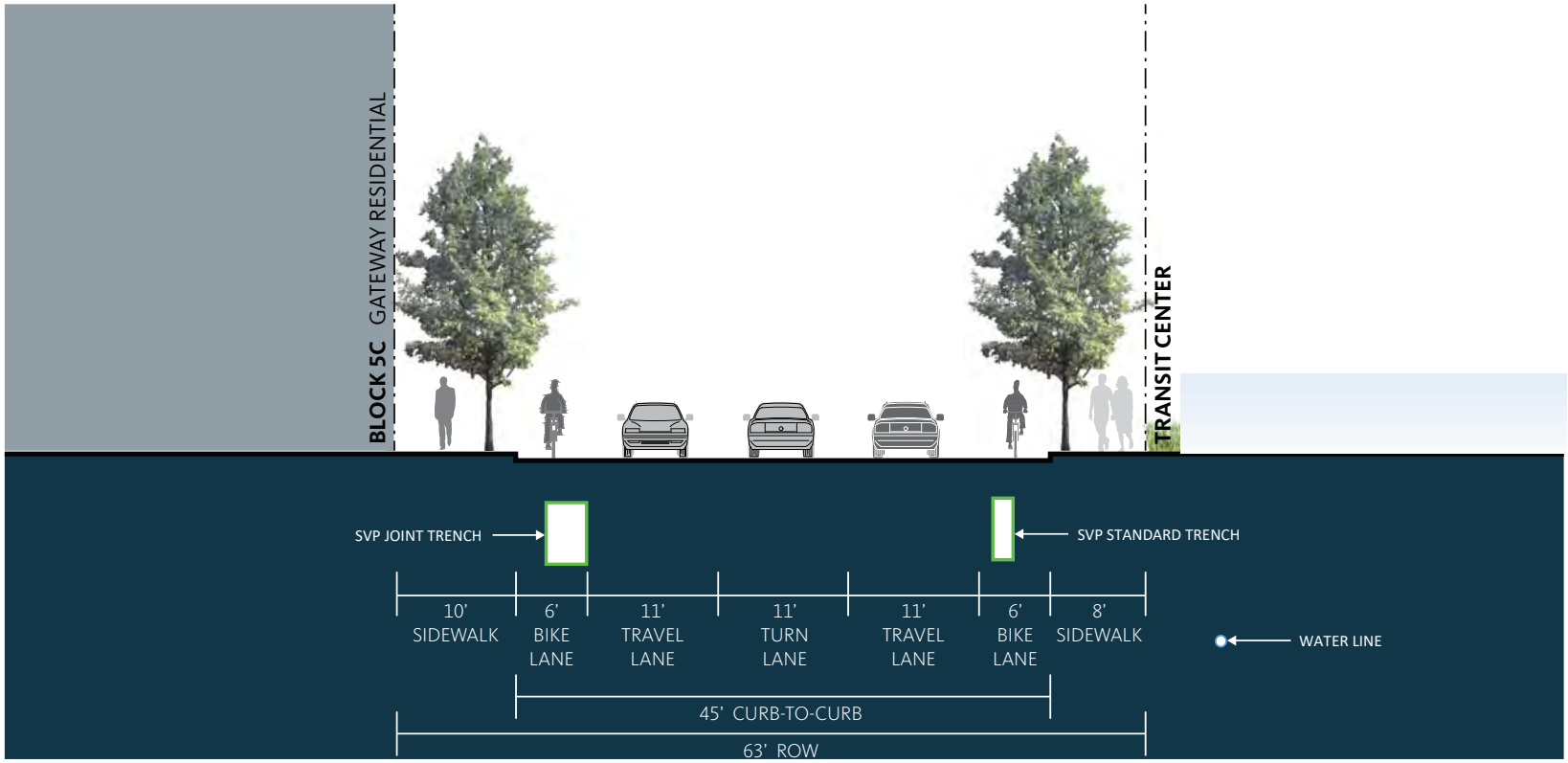


AVENUE A

1.3.4(d) STREET SECTIONS - AVENUE C

NOTE: PRELIMINARY UTILITY LAYOUT.
UTILITY CLEARANCES WILL CONFORM TO CITY
OF SANTA CLARA STANDARDS.





AVENUE C

EXHIBIT 1.3.5: PLANNED PUBLIC & PRIVATE OPEN SPACE

PRELIMINARY SHARED OUTDOOR OPEN SPACE CONCEPT ILLUSTRATIVE

PRIVATE OUTDOOR SHARED OPEN SPACE

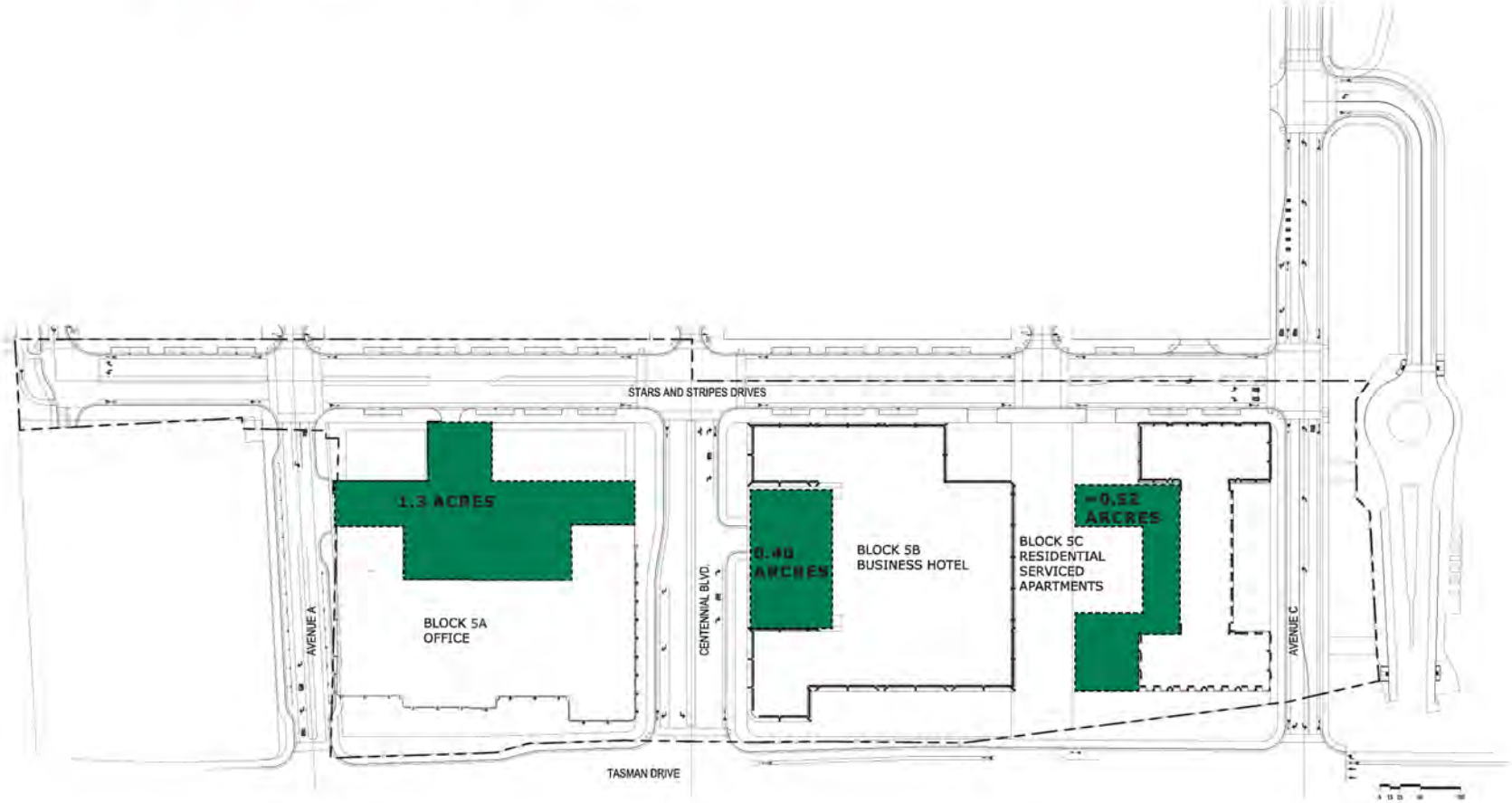


EXHIBIT 1.3.6(a).: DIAGRAM OF PROPOSED ROADS AND SIDEWALKS

* Refer to Appendix 1 for 1"=100' scale

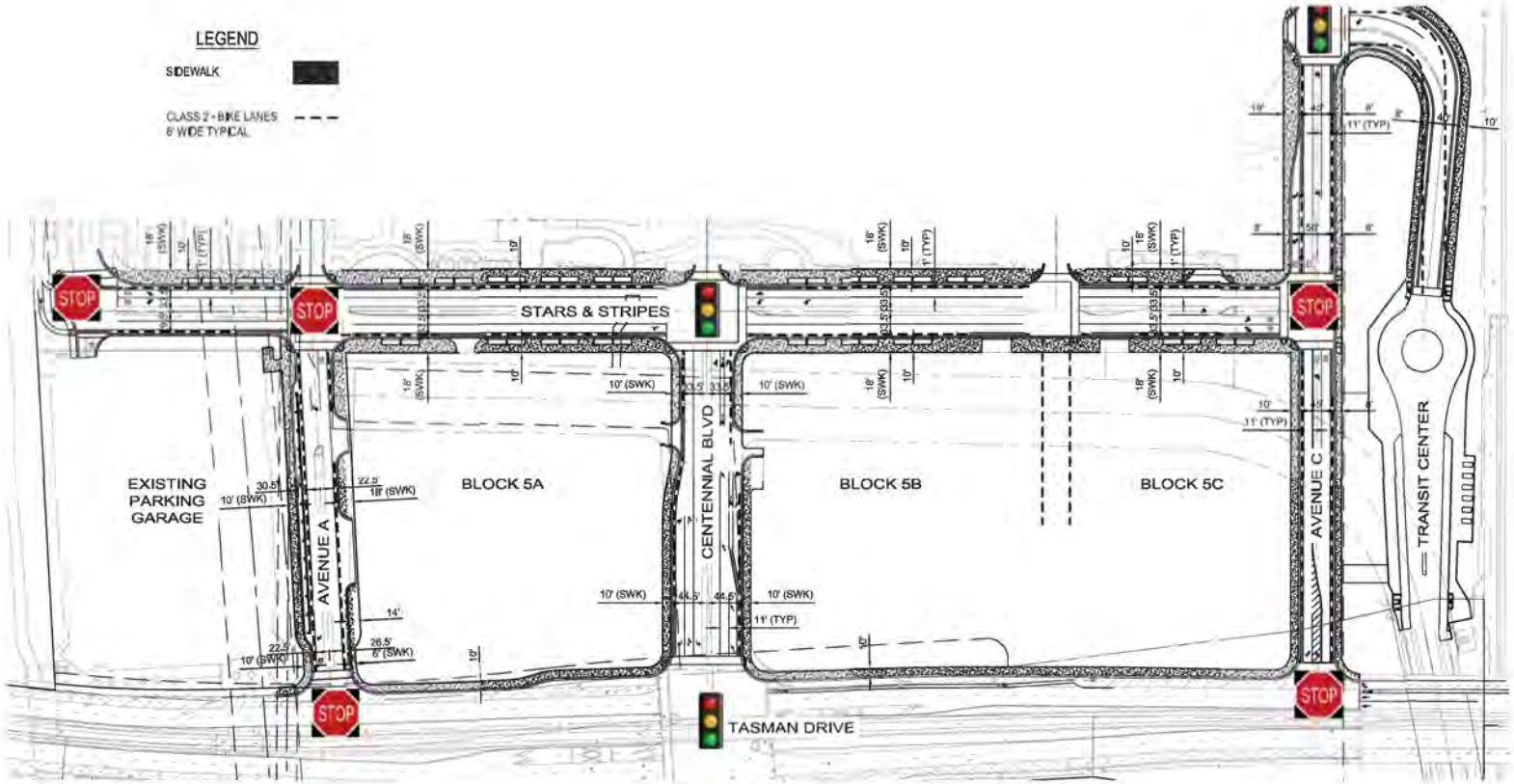


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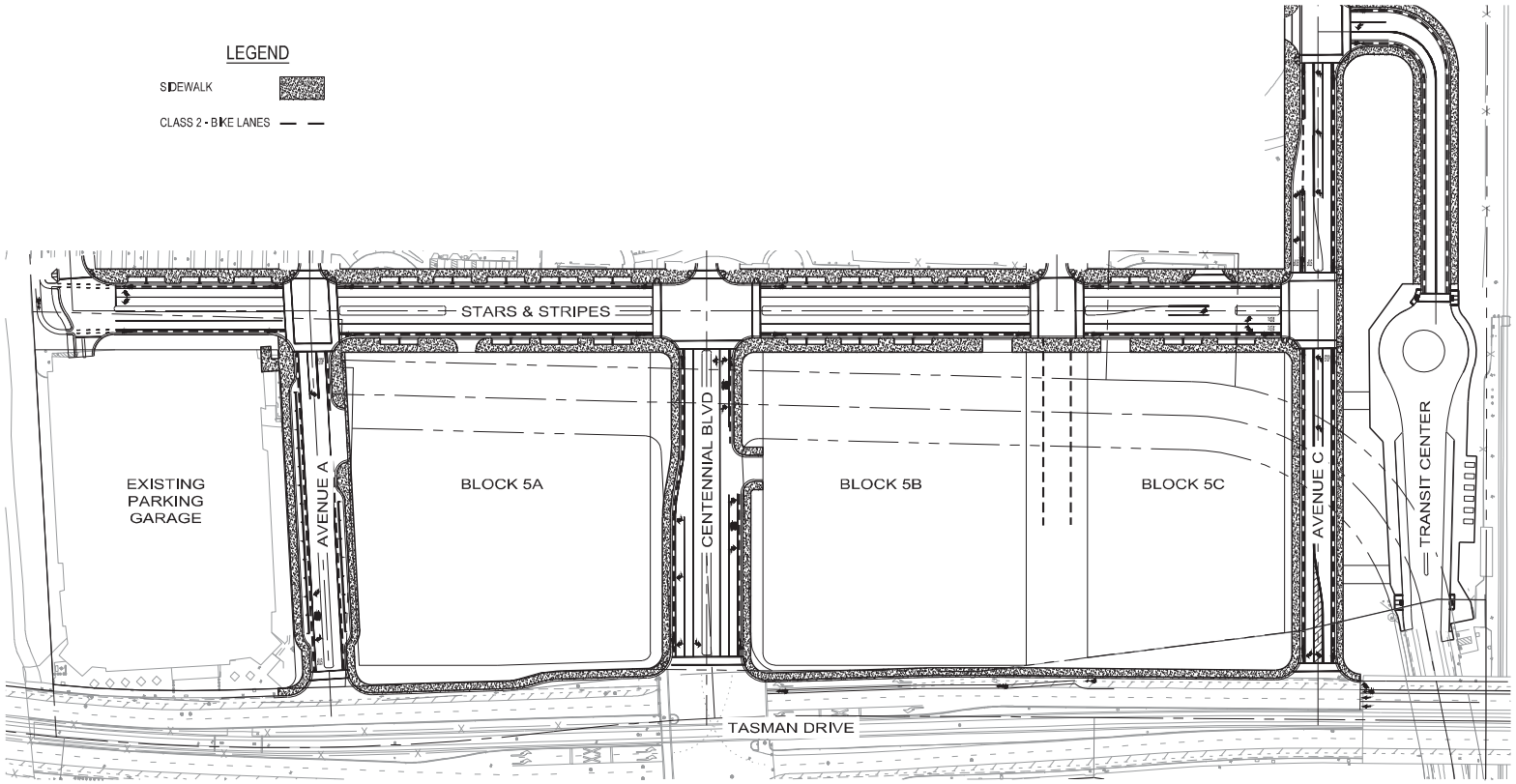
EXHIBIT 1.3.6(b).: MIDBLOCK ALLEYS, PEDESTRIAN & BICYCLE CONNECTIONS



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1.4 DEVELOPMENT OBLIGATIONS

EXHIBIT 1.4.1: TEMPORARY FIRE STATION
Refer to appendix A: Construction Schedule & Architectural materials Documents for Temporary Station Site

PHASE 1 PARCEL 5

1.4.2: MINIMUM INITIAL BUILDING (MIB) PHASE 1
For locations of land uses defined below refer to 1.1.1 (a)

PROGRAM	MINIMUM REQUIRED PER DDA SECTION 5.3.2	PHASE 1 PROPOSED
OFFICE	not specifically defined	440,000 SF
HOTEL	300 keys	480 keys
RETAIL/FOOD & BEVERAGE	50,000 SF	51,000 SF
RESIDENTIAL SERVICED APTS.	200-units in Phases 1 & 2 in aggregate	200-units
MINIMUM	600,000 SF	1,047,000 SF

1.4.3: ADDITIONAL INITIAL BUILDING (AIB) PHASE 1 MATRIX
For locations of land uses defined below refer to 1.1.1 (a)

ADDITIONAL INITIAL BUIDLINGS TARGET

PROGRAM	BEST EFFORT TARGET PER DDA 5.3.3	PHASE 1 PROPOSED
OFFICE	—	440,000
HOTEL	—	381,000
RETAIL/FOOD & BEVERAGE	—	51,000
RESIDENTIAL SERVICED APTS.	—	175,000
Total	200,000 SF	1,047,000 SF
MINIMUM REQUIREMENT PER DDA 5.3.3	600,000 SF	
TOTAL MINIMUM & BEST EFFORTS	800,000, SF	1,047,000 SF

1.4.8 SUMMARY OF MINIMUM AND ADDITIONAL BUILDINGS USES AND AREAS
Reference DDA Sections 5.3.2 through 5.3.

Program	Phases 1-3 Minimum	Phases 1-3 Additional (Best Efforts)	Phase 1 Proposed	Aggregate to Date	Minimum Balance	Additional (Best Efforts) Balance
Office (SF)			440,000	440,000		
Hotel (Keys)	300		480	480		
Retail + F&B (SF)	800,000	1,500,000	51,000	51,000	749,000	1,449,000
Residential Serviced Apt. (Units)	200		200	200		
Major Department Store (SF		300,000				300,000
Aggregate (SF)	1,300,000	1,730,000	1,047,000	1,047,000	253,000	683,000

EXHIBIT 1.4.4: ADDITIONAL RETAIL BUILDINGS
Not applicable in Phase 1. Applicable to Phases 2 and 3. See DDA Section 5.3.5

EXHIBIT 1.4.5: PHASING OF ADDITIONAL BUILDINGS
Not applicable in Phase 1. Applicable to Phase 2.

EXHIBIT 1.4.6: PROPOSED LOCATION OF MAJOR DEPARTMENT STORES
Not applicable in Phase 1. No major department stores required or planned for Phase 1.

EXHIBIT 1.4.9: PARKING MANAGEMENT PLAN

LEGEND

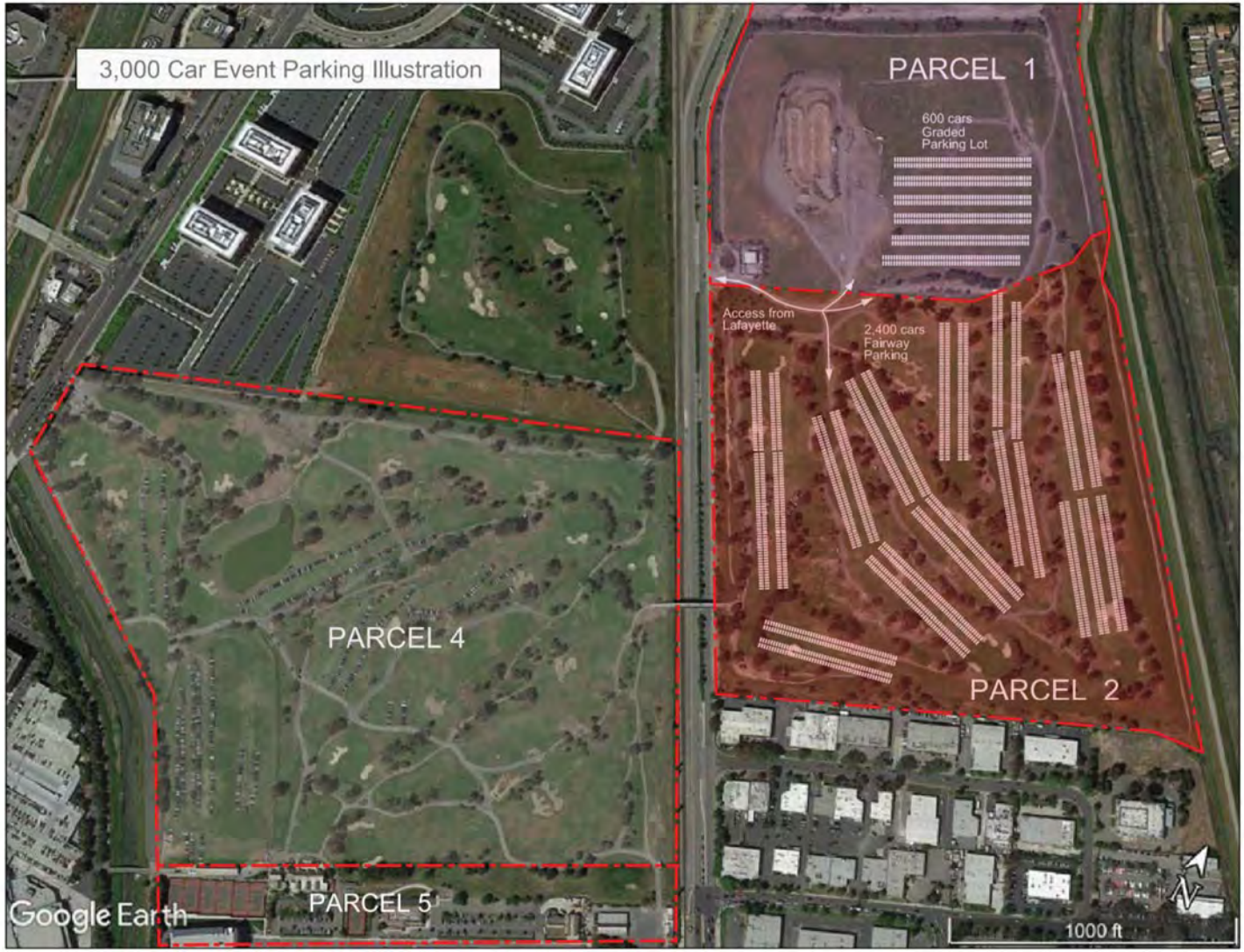
PARCEL 5

PARCEL 1

PARCEL 2

PARCEL 4

In accordance with DDA Section 5.5, this diagram illustrates how at least 3,000 parking spaces for non-NFL events at Levi's Stadium can be accommodated on City controlled property.

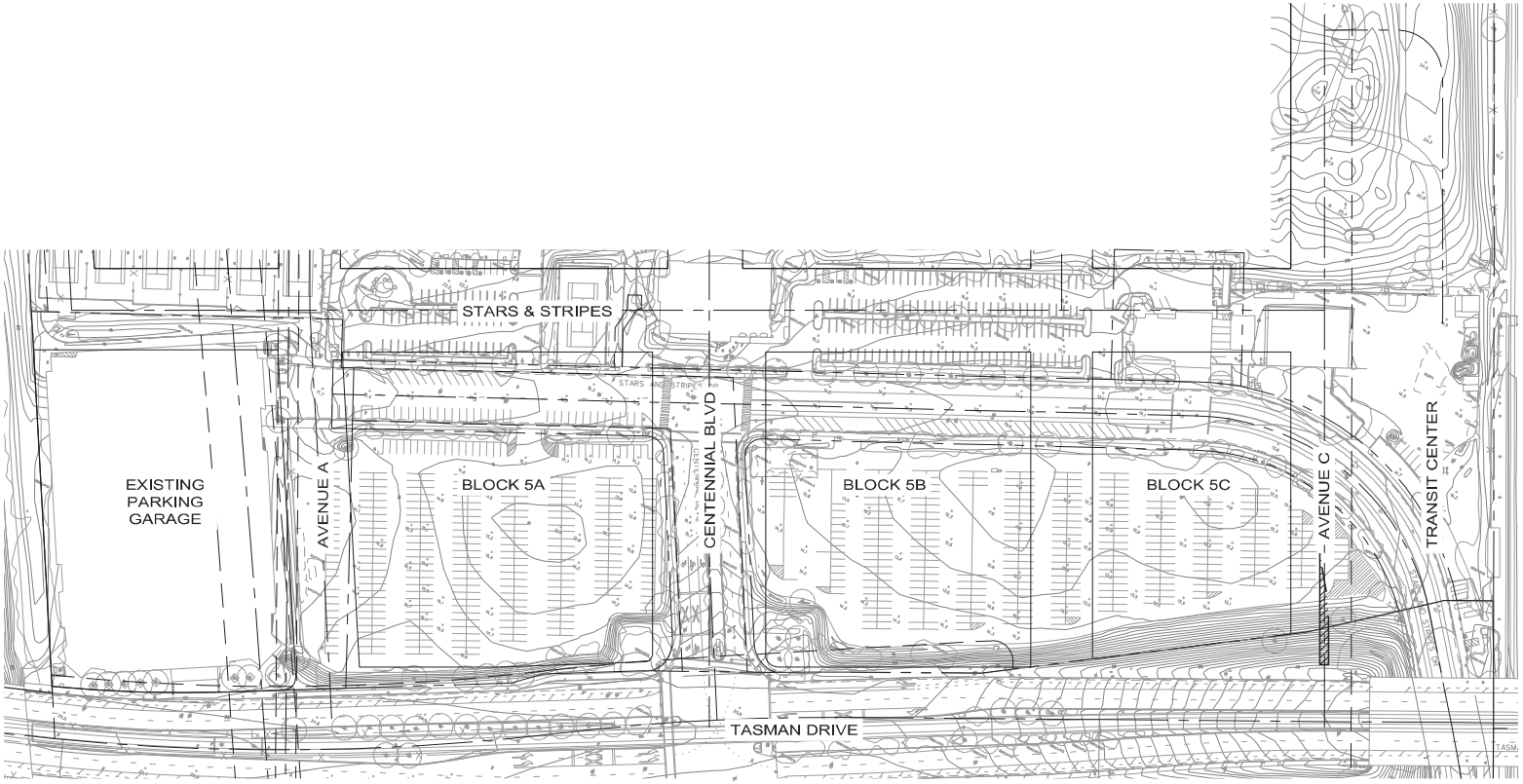


1.5 SIGNAGE PLAN

Refer to Appendix B: Signage Plan

1.6 TOPOGRAPHIC MAP

EXHIBIT 1.6.1 TOPOGRAPHIC MAP OF THE DISTRICT



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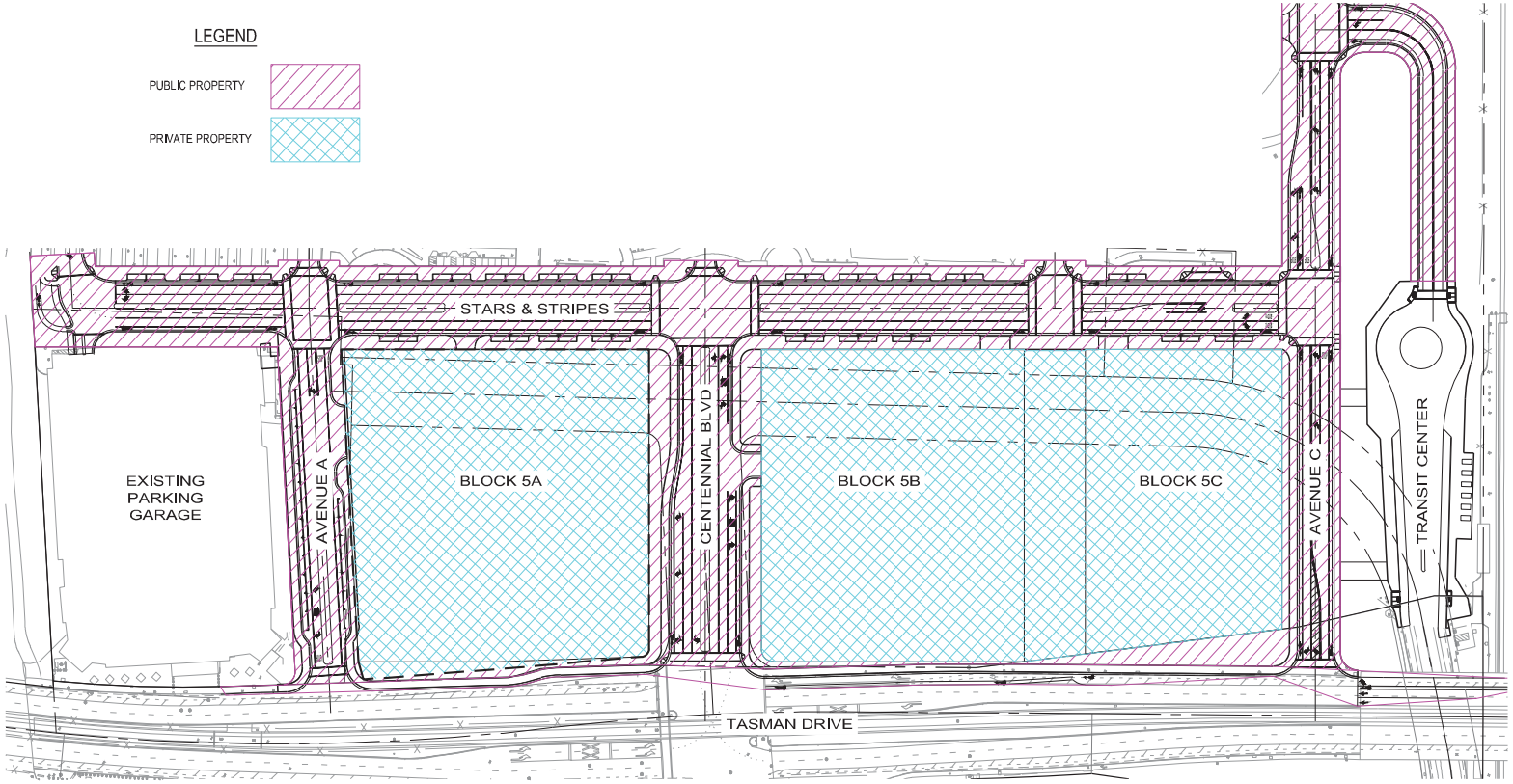
1.8 INFRASTRUCTURE PLANS AND DOCUMENTS

EXHIBIT 1.8.1 ROADWAYS WITH PUBLIC PRIVATE OWNERSHIP



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1.8 INFRASTRUCTURE PLANS AND DOCUMENTS

EXHIBIT 1.8.2 TRANSIT

LEGEND

PARCEL 5 BOUNDARY

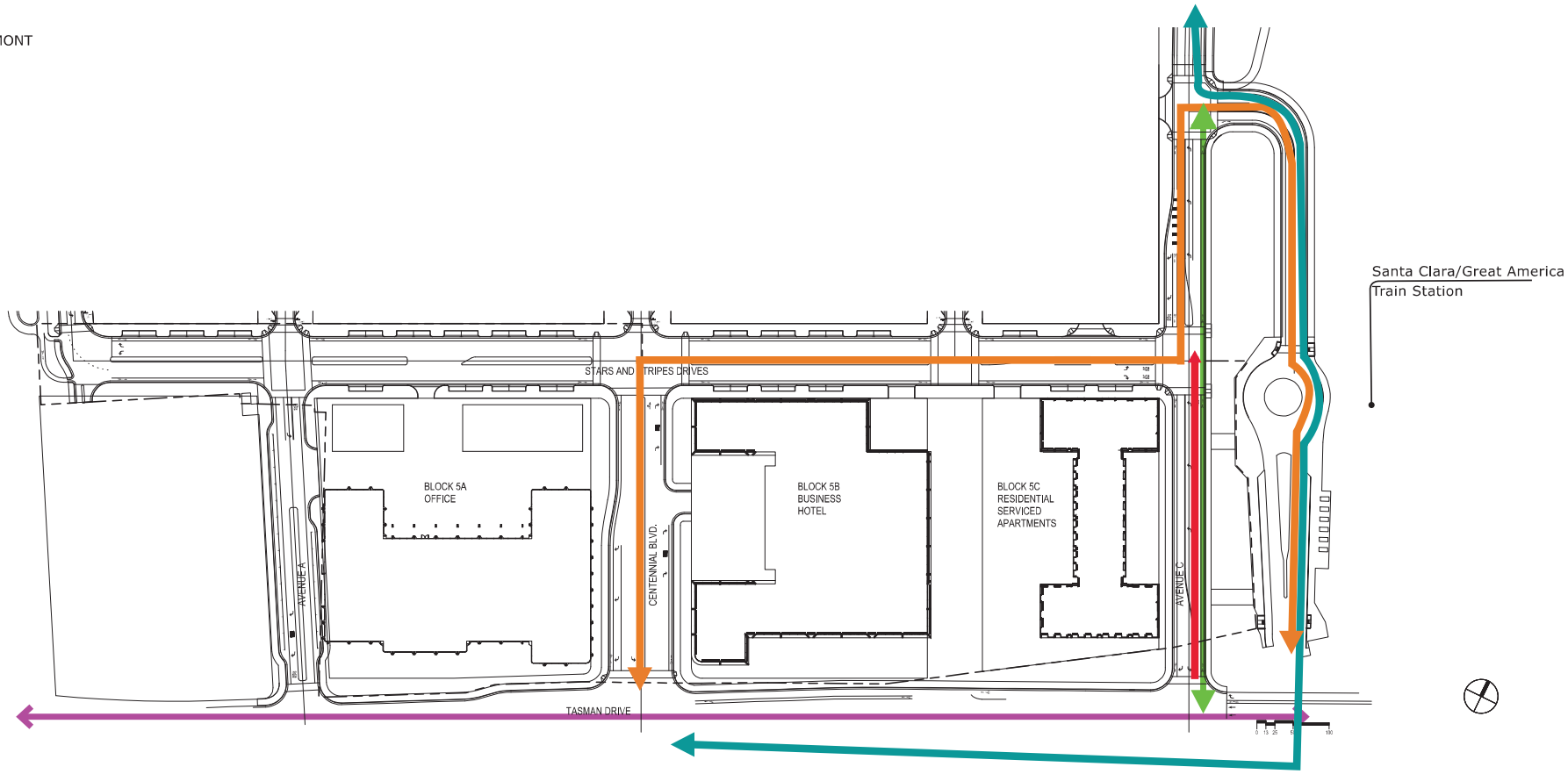
INTERNAL SHUTTLE ROUTES

ACE/VTA SHUTTLE BUS ROUTES

CAPITOL CORRIDOR/ALATMONT COMMUTER EXPRESS

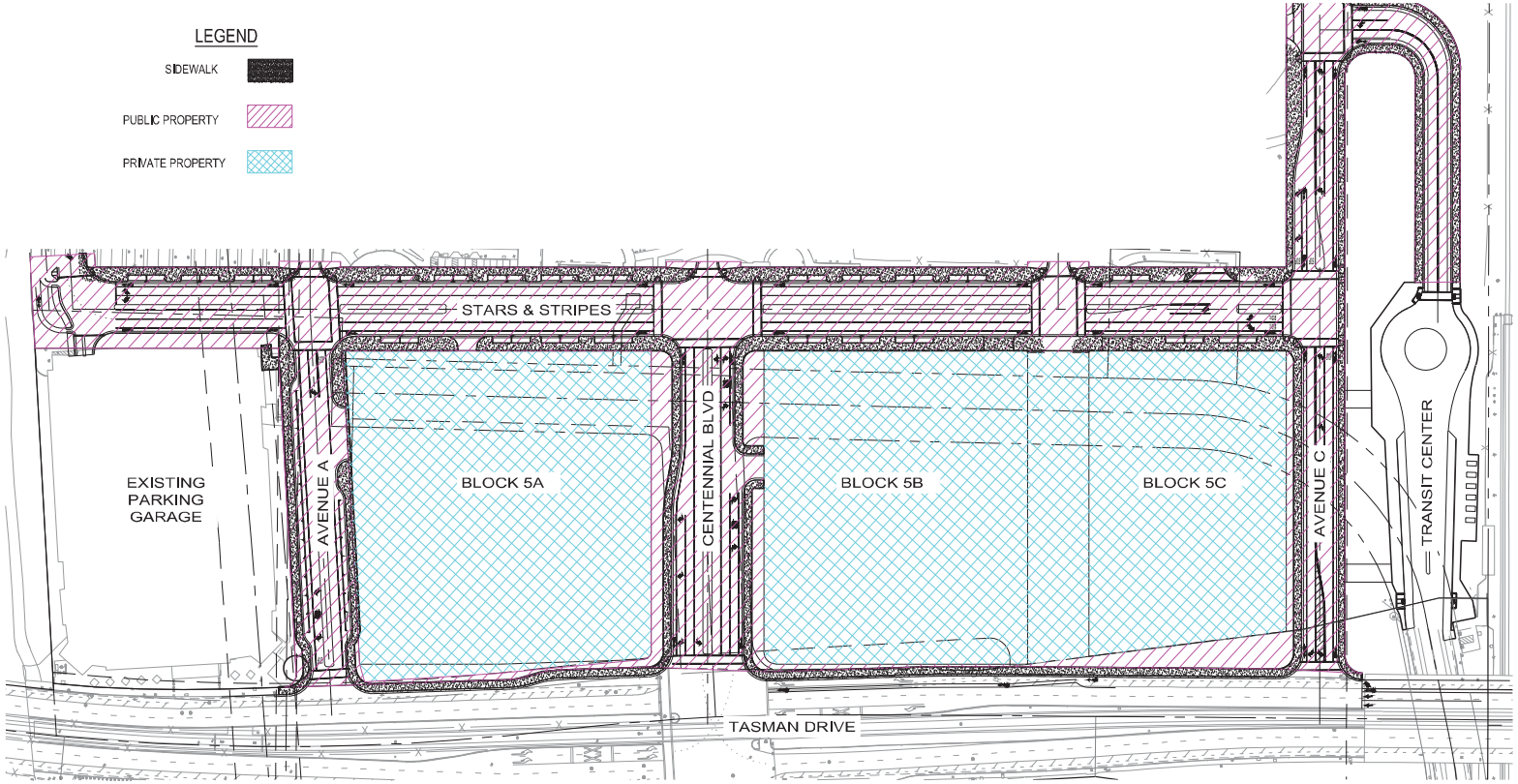
MUNICIPAL BUS LINE (EXISTING)

MUNICIPAL BUS ROUTE



1.8 INFRASTRUCTURE PLANS AND DOCUMENTS

EXHIBIT 1.8.3 PEDESTRIAN ROUTES, WITH PUBLIC AND PRIVATE OWNERSHIP



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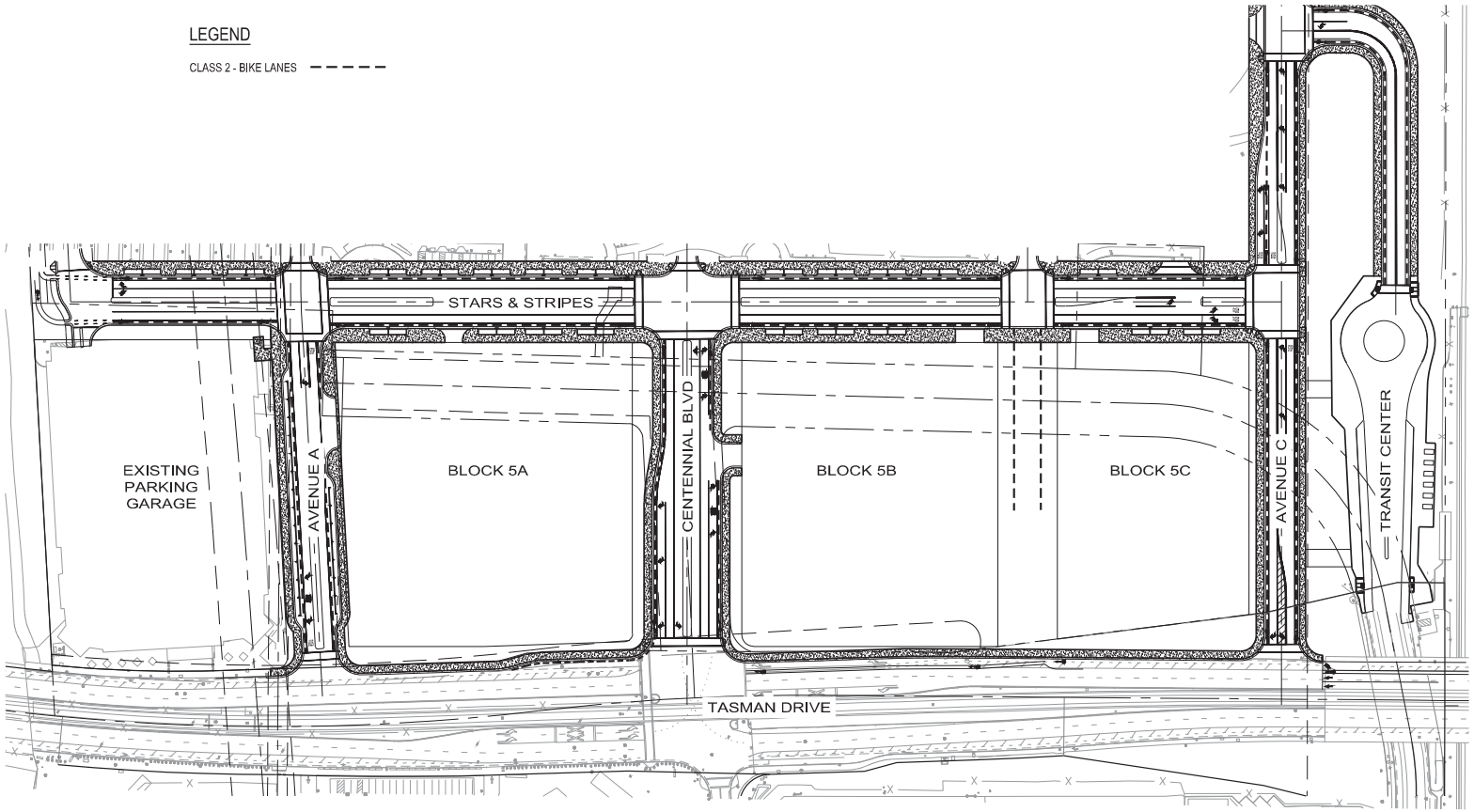
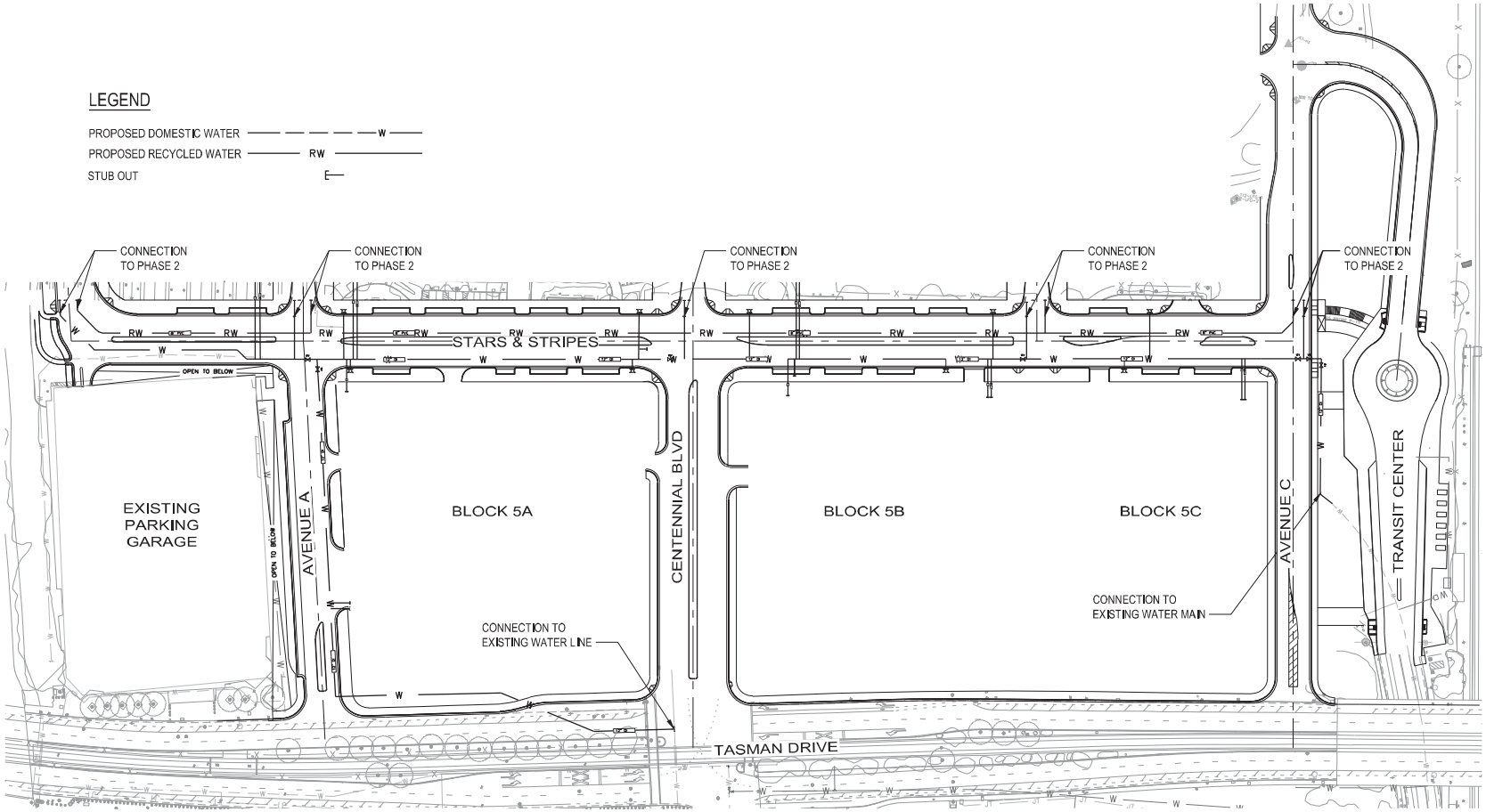
1.8 INFRASTRUCTURE PLANS AND DOCUMENTS

EXHIBIT 1.8.4 BICYCLE LANES & IMPROVEMENTS



1.8 INFRASTRUCTURE PLANS AND DOCUMENTS

EXHIBIT 1.8 CONDITIONS OF APPROVAL (COA) UTILITIES



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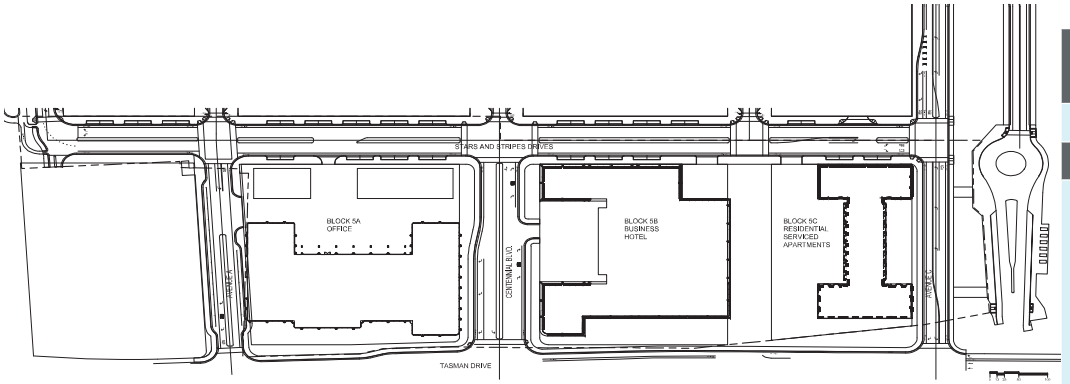
1.9 OPEN SPACE

EXHIBIT 1.9



OPEN SPACE REQUIREMENT (PER DEVELOPMENT AGREEMENT)

2.4-people/household (PPH)*

2.53-acres per 1,000 residents**

Phase	Number of Residential Units	2.4-PPH	Requirement	Required Acres of Park	Acres Provided
1	200	480	48.0%	1.21	0

Comments

Deferred to Phase 2 per Development Agreement. Refer to Section 4.3.5 on page 18 of the Development Agreement.

Timing of Required Public Parks

Any Public Parks required to be dedicated to serve residential uses on the Project Site pursuant to Chapter 17.35 of the Code must be included in the DAP for the Phase in which such residential uses are located. Notwithstanding the foregoing, Developer shall have the right to defer to Phase 2 the improvement and dedication (or other reservation) of all or any portion of the Public Parks required to be dedicated in connection with the residential units constructed on Phase 1 (the "Phase 1 Parkland"), in accordance with the provisions of this Section 4.3. If Developer elects to defer its obligations to provide any or all of the Phase 1 Parkland to Phase 2, Developer shall provide in the DAP for Phase 1 a description of how the applicable portion of the Phase 1 Parkland shall be provided within Phase 2. The first DAP for Phase 2 shall include any portion of the Phase 1 Parkland not improved and dedicated (or otherwise reserved) as part of Phase 1, and such Phase 1 Parkland shall be constructed in accordance with a schedule approved as part of the first DAP for Phase 2.

The required 1.21-acres of parkland will be included with the Phase 2 DAP parkland area requirements and will be accommodated along the east side of Parcel 4.

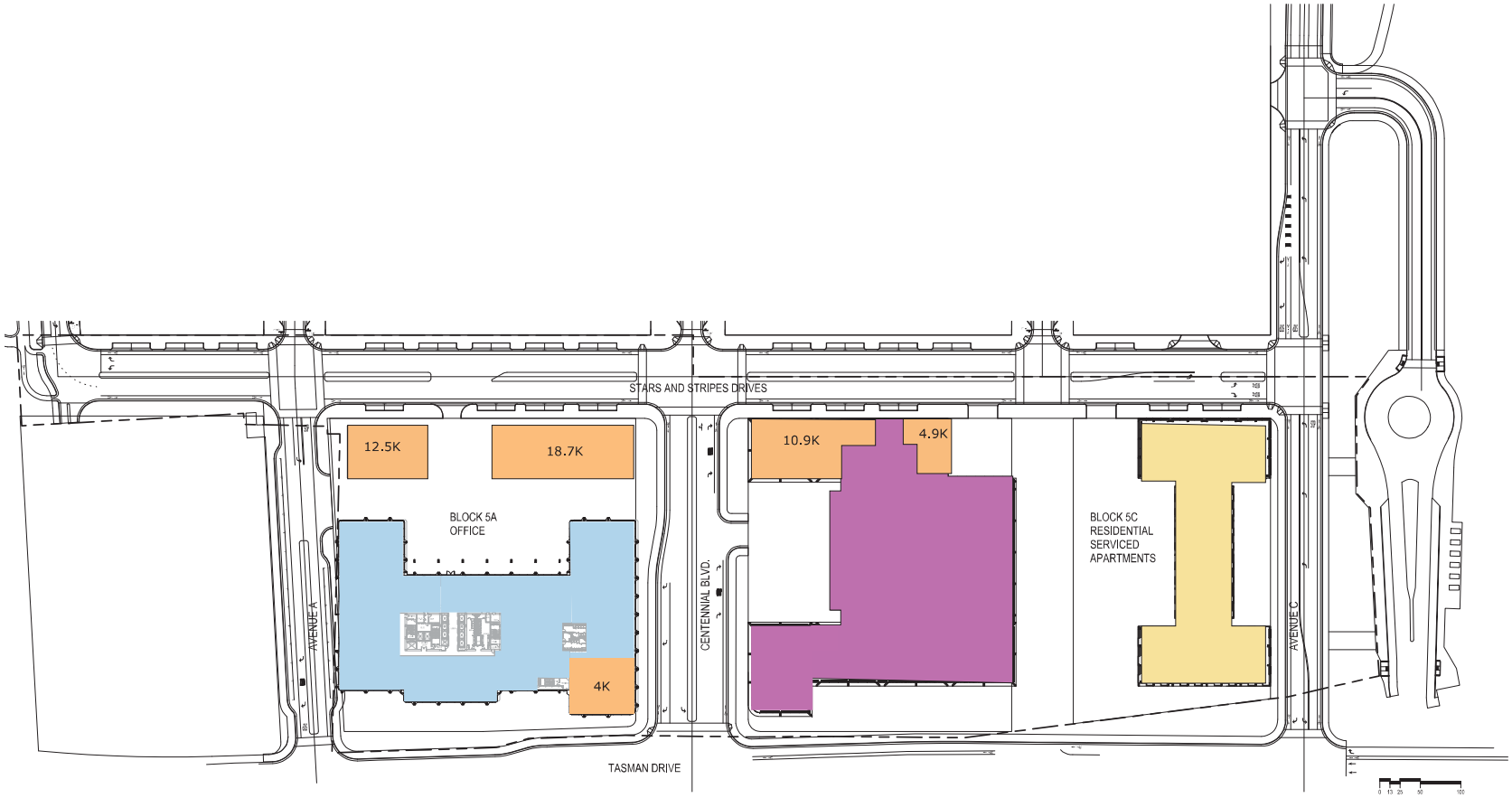
* Refer to Population and Housing section of the EIR, Chapter 3.12, page 9, footnote 30, indicates that "Multi-family residential pph was established during conversations with City Staff on September 10, 2014." Table 3.12-6 on page 10 of the same Chapter uses a Residential pph rate of 2.4

** Refer to Exhibit D to the DA, under Chapter 8 - New Public Park Design, Review & Approval Process, Section 2, 1.C.1, the parkland dedication standard of 2.53 acres per 1,000 City residents per Mitigation Fee Act. Refer also to the Public Services and Recreation section of the EIR, Chapter 3.13, page 21, which refers to and utilizes the Mitigation Fee Act dedication standard of 2.53 acres per 1,000 residents.

1.10 RETAIL PLAN

PROGRAM	MCP	PROPOSED	DIFFERENCE	COMMENT
Retail	62,000 SF	21,400 SF	(-40,600 SF)	COMPLIES
Food & Beverage	25,000 SF	29,600 SF	4,600 SF	COMPLIES
TOTALS	**87,000 SF**	**51,000 SF**		

LEGEND

Land Uses

- Residential
- Office
- Hotel
- Retail Food & Beverage